College Station, TX

Meeting Agenda
City Council
1101 Texas Ave, College Station, TX 77840
***Internet: www.microsoft.com/microsoft-teams/join-a-meeting**
Meeting ID: 223 427 023 174 | Passcode: MvPmTr
Phone: 469-480-7460 | Phone Conference: 952 310 468#

December 11, 2023	3:00 PM	City Hall Council Chambers

Notice is hereby given that a quorum of the meeting body will be present in the physical location stated above where citizens may also attend in order to view a member(s) participating by videoconference call as allowed by 551.127, Texas Government Code. The City uses a third-party vendor to host the virtual portion of the meeting; if virtual access is unavailable, meeting access and participation will be in-person only.

1. Call to Order.

2. Presentation of Employee Service Awards.

3. Executive Session Agenda.

Executive Session is closed to the public and will be held in the 1938 Executive Conference Room. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop or Regular Agendas and return into Executive Session to seek legal advice from the City Attorney regarding any item on the Workshop, Consent or Regular Agendas under Chapter 551, Texas Government Code.

3.1. **Consultation with Attorney {Gov't Code Section 551.071};**
Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

a. Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas.
b. McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas.
c. Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas.
d. City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of Brazos County, Texas.
e. SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services.
f. Cynthia Hopkins & Geoffry Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.
g. CBL & Associates Management, Inc. v. City of College Station, Cause No. 23-003159-CV-85

In The 85th District Court, Brazos County Texas.
h. City of College Station v. POM-College Station, LLC and Wells Fargo Bank, National Association, Cause No. 628-CC, in the County Court at Law No. 1 of Brazos County, Texas.
i. City of College Station v. Clarke and Wyndham, Inc., Real Alchemy, L.P., Real Alchemy 1, L.P., JPJ Investments, a Texas General Partnership, Cause No. 629-CC, in the County Court at Law No. 1 of Brazos County, Texas.
j. Legal advice related to a development agreement regarding land generally located at the 2200 Block of Arrington Road.
k. Legal advice related to an interlocal agreement with the City of Bryan for sewer service.

3.2. **Real Estate {Gov't Code Section 551.072}**;
Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:
a. Property generally located in the area of FM 60, Boyett Street, Church Ave. and College Main Street.
b. Approximately 28 acres of land generally located at Midtown Drive and Corporate Pkwy in the Midtown Business Park.

3.3. **Personnel {Gov't Code Section 551.074};**
Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:
a. City Secretary
b. Planning and Zoning Commission
c. City Manager
d. Council Self-Evaluation

4. The Open Meeting will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.

5. Pledge of Allegiance, Invocation, and Consider Absence Request.

Speaker Protocol

An individual who desires to address the City Council regarding any agenda item other than those items posted for Executive Session must register with the City Secretary two (2) hours before the meeting being called to order. Individuals shall register to speak or provide written comments at https://forms.cstx.gov/Forms/CSCouncil or provide a name and phone number by calling 979-764-3500. Upon being called to speak an individual must state their name and city of residence, including the state of residence if the city is located out of state. Speakers are encouraged to identify their College Station neighborhood or geographic location. Please do not carry purses, briefcases, backpacks, liquids, foods or any other object other than papers or personal electronic communication devices to the lectern, nor advance past the lectern unless you are invited to do so. Comments should not personally attack other speakers, Council or staff. Each speaker's remarks are limited to three (3) minutes. Any speaker addressing the Council using a translator may speak for six (6) minutes. The speaker's microphone will mute when the allotted time expires and the speaker must leave the podium.

6. Presentation - Proclamations, Awards, and Recognitions.

6.1. Presentation of a proclamation recognizing Ten Years of Ocean Autonomous Vehicle Operations Day.

Sponsors: Tanya Smith

Attachments: 1. Ten Years of Ocean Autonomous Vehicle Operations Day

7. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

8. Consent Agenda.

Presentation, discussion, and possible action on consent items which consist of ministerial or "housekeeping" items as allowed by law. A Councilmember may request additional information at this time. Any Councilmember may remove an item from Consent for discussion or a separate vote.

8.1. Presentation, discussion, and possible action of minutes for:
• November 20, 2023 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM112023 DRAFT Minutes

8.2. Presentation, discussion, and possible action regarding adoption of the 2024 Annual Council Calendar.

Sponsors: Tanya Smith

Attachments: 1. 2024 Council Meeting Calendar
2. 2024 Council Meetings and Holidays-Year at a glance 3

8.3. Presentation, discussion, and possible action on a professional services contract with Binkley & Barfield, INC. for $113,921.50 for design and construction phase services for the Greens Prairie Road County Portion Widening Project.

Sponsors: Jennifer Cain

Attachments: 1. Greens Prairie County Section Design Vendor Signed Contract
2. Greens Prairie County Section Project Location Map

8.4. Presentation, discussion, and possible action regarding a contract for website development, redesign, customer relationship management, and content management systems with Tempest, Inc., in an amount not to exceed $268,825.

Sponsors: Jeremiah Cook

Attachments: 1. Contract 24300178

8.5. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time,” of the Code of Ordinances of the City of College Station, Texas, by removing parking on the southeast side of Cherry Street between Second Street and College Main Street and modifying parking on the northwest side of Cherry Street to restrict parking within 215 feet of College Main Street and within 30 feet of the intersection with Second Street.

Sponsors: Carl Ahrens

Attachments: 1. Ordinance
2. Parking Removal Exhibit

8.6. Presentation, discussion, and possible action on a change order with Dunham Engineering, LLC. for $101,500 for construction and inspection phase services for the Greens Prairie Elevated Storage Tank Rehabilitation Project.

Sponsors: Gary Mechler

Attachments:
1. Change Order 3
2. Project Location

8.7. Presentation, discussion, and possible action on purchasing rifle resistant body armor from GT Distributors with Office of the Governor grant funds for $218,869.86.

Sponsors: Rodney Sigler

Attachments:
1. Rifle Resistant Body Armor Quote

8.8. Presentation, discussion, and possible action regarding a resolution authorizing a license agreement with SRB College Station, LLC pertaining to an approximately 495-square foot building canopy encroachment into a 33-foot wide public utility easement located on Lot 1, Block 1 of the Post Oak Mall Subdivision, according to the plat recorded in Volume 517, Page 689 of the Official Records of Brazos County, Texas.

Sponsors: Lucas Harper

Attachments:
1. Resolution
2. Exhibit A to Resolution - License Agreement
3. Exhibit A to License Agreement - Property Description
4. Vicinity Map
5. Location Map
6. Application

8.9. Presentation, discussion, and possible action regarding a resolution consenting to the issuance of bonds by the Brazos County Municipal Utility District No. 1 in an amount not to exceed $8,715,000 for road improvements.

Sponsors: Mary Ellen Leonard

Attachments:
1. Brazos County MUD 1 Resolution Road Bonds 2024
2. 20231106_BIR
3. Brazos County MUD 1 - No Growth Cash Flow (11.09.23)
4. Brazos County MUD 1 - POS V1.5 (11.09.23)
5. Brazos County MUD 1 - Preliminary Timetable (11.20.23)
6. Brazos County MUD 1 - Projected Debt Service Schedule (11.09.23)

8.10. Presentation, discussion, and possible action on a three-year sponsorship agreement with Learfield Communications, LLC dba Texas A&M Ventures, for marketing and advertising services in the amount of $225,000.

Sponsors: Brian Piscacek

Attachments:
1. Contract

8.11. Presentation, discussion, and possible action regarding a resolution appointing Tradd Mills as the Emergency Management Coordinator.

Sponsors: Richard Mann

Attachments:
1. Form TDEM147- Rev 07.2023 (2)
2. EMC Resolution 12-2023 (Tradd Mills)

8.12. Presentation, discussion, and possible action regarding a second amendment to the lease of 3.1 acres including an approximately 28,949 square foot building at 2611 Texas Avenue South to International American Education Federation, Inc., d/b/a International Leadership of Texas, for the addition of a portable classroom building.

Sponsors: Brian Piscacek
Attachments: 1. 20300455_Amd 2

8.13. Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.
Sponsors: Carol Cotter
Attachments: 1. Impact Fee Semi-Annual Report - 20231116
2. Future Land Use Map (from FNI Report)
3. Service Area Maps -Water, Wastewater and Roadway
4. Status of Impact Fee CIP - Water Wastewater Roadway - September 2023

8.14. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 “Traffic and Vehicles,” Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time" of the Code of Ordinances of the City of College Station, Texas, by removing parking on the west side of Eisenhower Street from University Drive to Ash Street.
Sponsors: Emily Fisher
Attachments: 1. Ordinance Eisenhower Street
2. Exhibit Eisenhower Street

8.15. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 “Traffic and Vehicles,” Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking on the north side of Halter Loop from Horseback Drive to Canter Court.
Sponsors: Emily Fisher
Attachments: 1. Ordinance Halter Loop
2. Exhibit Halter Loop

8.16. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 “Traffic and Vehicles,” Article VI, "Traffic Schedules," Section 38-1008 "Traffic Schedule VIII, No Right Turn and No Left Turn," of the Code of Ordinances of the City of College Station, Texas, to prohibit left turns for vehicles traveling eastbound on Gilchrist Avenue onto Williams Street and repealing ordinance 2015-3667.
Sponsors: Emily Fisher
Attachments: 1. Ordinance Gilchrist No Left
2. Exhibit Gilchrist No Left
3. 2015-3667 - Ordinance - 07_09_2015

8.17. Presentation, discussion, and possible action regarding a resolution accepting a $97,135 grant from the Office of the Governor for Active Attack Integrated Response Training and designating the Fire Chief as the authorized official to execute documents necessary for the release of grant funds.
Sponsors: Richard Mann
Attachments: 1. Resolution

8.18. Presentation, discussion, and possible action regarding an ordinance amending Chapter 105, "Floods," Article 2, "Flood Hazard Protection," Division 3, "Flood Hazard Reduction," Section 105-84, "Special Provisions for Manufactured Homes in Areas of Special Flood Hazard," Part 3 of the Code of Ordinances of the City of College Station, Texas.
Sponsors: Erika Bridges

Attachments: 1. Ordinance
2. Flood Ordinance Amendments

9. Workshop Agenda.

9.1. Presentation, discussion, and possible action regarding Southeast Park and Future Ballfields Update.
Sponsors: Jennifer Cain
Attachments: None

9.2. Presentation, discussion, and possible action on the Victoria Avenue Roundabouts project.
Sponsors: Emily Fisher, Jennifer Cain, Randell Smith
Attachments: None

9.3. Presentation, discussion, and possible action on adding a Council appointed member to the Tourism Advisory Committee.
Sponsors: Bryan Woods
Attachments: None

10. Regular Agenda.

10.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 30-foot wide public drainage easement located on the property south of 3055 Holleman Dr. S across General Parkway, said easement being located in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas, being part of that called 69.37-acre tract described in Volume 7551, Page 41, of the Official Public Records of Brazos County, Texas, and being the easement described in Volume 14119, Page 131 of the Official Public Records of Brazos County, Texas.
Sponsors: Gillian Sitler
Attachments: 1. Vicinity Map
2. Location Map
3. Application
4. Ordinance
5. Ordinance Exhibit A

10.2. Presentation, discussion, and possible action on the purchase of single and three phase transformers for electric warehouse inventory with Texas Electric Cooperatives not to exceed $338,867.30; KBS Electrical Distributors not to exceed $61,550; and Alamo Transformer Supply Co. not to exceed $109,372.
Sponsors: Timothy Crabb
Attachments: 1. 24-005 Single Phase Transformers Award
2. 24-005 Three Phase Transformers Award

10.3. Presentation, discussion, and possible action on a construction contract with O&J Coating, Inc. for the Greens Prairie Elevated Storage Tank (EST) Rehabilitation project for $1,790,000 plus a $179,000 contingency, for a total appropriation amount of $1,969,000. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.
Sponsors: Gary Mechler
Attachments: 1. Tabulation 24-003
2. Project Location Map
3. Water Tower Design Logo

10.4. Presentation, discussion, and possible action regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc Board of Directors.

Sponsors: Tanya Smith

Attachments: 1. Ltr Cities BVSWMA BoD 2023

10.5. Presentation, discussion, and possible action regarding an appointment to the Brazos Central Appraisal District.

Sponsors: Tanya Smith

Attachments: 1. Ltr- Brazos Central Appraisal District

11. Council Calendar - Council May Discuss Upcoming Events.

12. Items of Community Interest.

The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

13. Council Reports on Committees, Boards, and Commissions.

A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

14. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.

15. Adjourn.

The City council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion.

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on December 6, 2023 at 1:30 p.m.

Tanya Smith

City Secretary

This building is wheelchair accessible. Persons with disabilities who plan to attend this meeting and who may need accommodations, auxiliary aids, or services such as interpreters, readers, or large print are asked to contact the City Secretary's Office at (979) 764-3541, TDD at 1-800-735-2989, or email adaassistance@cstx.gov at least two business days prior to the meeting so that appropriate arrangements can be made. If the City does not receive notification at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.
"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411, Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.
"Conforme a la Seccion 30.07 del codigo penal (traspasar portando armas de mano al aire libre con licencia), personas con licencia bajo del Sub-Capitulo H, Capitulo 411, Codigo de Gobierno (Ley de licencias de arma de mano), no deben entrar a esta propiedad portando arma de mano al aire libre."

December 11, 2023
Item No. 6.1.
Ten Years of Ocean Autonomous Vehicle Operations Proclamation

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation of a proclamation recognizing Ten Years of Ocean Autonomous Vehicle Operations Day.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): N/A

Summary: N/A

Budget & Financial Summary: N/A

Attachments:
1. Ten Years of Ocean Autonomous Vehicle Operations Day

Proclamation

WHEREAS, The Geochemical and Environmental Research Group (GERG), a Center of Excellence at Texas A&M University, is dedicated to serving the community, state, and nation in matters of ocean science and environmental resiliency and sustainability, and

WHEREAS, Ocean autonomous vehicles collect ocean observations of temperature, salinity, biomass, and dissolved oxygen concentration to 1,000 meters deep and transmit the data in near real-time, and

WHEREAS, Oceanographic observations advance scientific understanding of the natural world, lead to improved prediction of environmental processes, and help in mitigation, response, and preparedness for extreme weather events and man-made coastal hazards, and

WHEREAS, GERG's ocean vehicle observations from 52 deployments and more than 1,500 days at sea are routinely used by federal agencies such as the National Weather Service, National Hurricane Center, and Integrated Ocean Observing System, and state agencies such as the General Land Office, Texas Center for Environmental Quality, and Texas One Gulf, and

WHEREAS, GERG's ocean vehicle observations benefit Texas coastal communities by improving human well-being and protecting property, economies, and living and natural resources through timely access to accurate information to empower informed data-driven decisions.

NOW, THEREFORE, I, John Nichols, mayor of the City of College Station, do hereby proclaim December 11, 2023, as the

Ten Years of Ocean Autonomous Vehicle Operations Day

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 11th Day of December 2023.

John P. Nichols, Mayor

Attest:

Tanya Smith, City Secretary

December 11, 2023
Item No. 8.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• November 20, 2023 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. CCM112023 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
NOVEMBER 20, 2023

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
John Nichols, Mayor

Council:
Mark Smith
William Wright
Linda Harvell
Elizabeth Cunha
Bob Yancy
Dennis Maloney

City Staff:
Bryan Woods, City Manager
Jennifer Prochazka , Assistant City Manager
Adam Falco, City Attorney
Leslie Whitten, Deputy City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

1. Call to Order and Announce a Quorum is Present.

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on November 20, 2023, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.074-Personnel, and the College Station City Council convened into Executive Session at 4:01 p.m. on November 20, 2023, to continue discussing matters pertaining to:

2.1. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:

- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
- McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and
- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas; and

- City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of Brazos County, Texas; and
- SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services; and
- Cynthia Hopkins & Geoffry Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.
- CBL & Associates Management, Inc. v. City of College Station, Cause No. 23-003159-CV-85 In The 85th District Court, Brazos County Texas.
- Legal advice related to City Charter provisions and contractual terms.
- Legal advice related to an interlocal agreement regarding sewer service with the City of Bryan.
- Legal advice related to an ETJ release petition regarding approximately 5.569 acres of land, generally located at Jones Rd. and Raymond Stotzer Parkway.

2.2. Deliberation on the purchase, exchange, lease, or value of real property; to wit:

- Property generally located in the area of FM 60, Boyett Street, Church Ave. and College Main Street.

2.3. Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- City Attorney
- City Manager
- Council Self-Evaluation

3. The Open Meeting Will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.

Executive Session recessed at 6:30 p.m. No action was taken.

4. Pledge of Allegiance, Invocation, consider absence request.

5. Hear Visitors Comments.

Neo Jang, College Station, came before Council to explain how mountain biking is a sport that transcends age and skill levels, offering not only recreational value but also a myriad of health benefits—physical, mental, and communal. He stated that cycling, whether it be mountain biking or road biking is often seen as a solitary activity. However, when embraced collectively it transcends individual experiences and offers something far greater than the sum of its parts. A dedicated space where enthusiasts could come together in shared excitement of cycling would be a remarkable gift to our city.

6. CONSENT ITEMS

Presentation, discussion, and possible action on consent items which consist of ministerial, or "housekeeping" items as allowed by law: A Councilmember may request additional information at this time. Any Councilmember may remove an item from the Consent Agenda for a separate vote.

Item 6.3 was pulled from Consent for clarification.

(6.3) Alan Gibbs, Water Services Assistant Director, explained the difference between trenching and pipe bursting. The subject repair contract would involve replacing the 6-inch diameter wastewater line with pipe bursting method for approximately 260 linear feet of wastewater pipe and replacing an additional 150 linear feet of 6-inch wastewater line with pipe bursting.

6.1. Presentation, discussion, and possible action of minutes for:

- **November 9, 2023, Council Meeting**

6.2. Presentation, discussion, and possible action on the renewal of an annual price agreement with BPI Materials, LLC not to exceed $2,105,000 for the purchase of Type D Hot Mix Asphalt.

6.3. Presentation, discussion, and possible action on a contract with Elliott Construction, LLC, not to exceed $197,535 for the repair of an existing wastewater line in the vicinity of Boyett Street and Spruce Street, plus $30,000 in contingency for a total appropriation of $227,535. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Maloney, the City Council voted seven (7) for and none (0) opposed, to approve the Consent Items. The motion carried unanimously.

7. WORKSHOP ITEMS

7.1. Presentation, discussion, and possible action regarding a presentation on options for landscaping along State Highway 6 as part of the upcoming widening project.

Emily Fisher, Public Works Director, provided TXDOT's options for landscaping along SH 6 as a part of the widening project. Amanda Owens and Neal Riddle with TxDOT were available for questions.

Proposed Bridge Aesthetic

- Bridge columns and MSE Walls inspired by bridge at Rock Prairie Road on SH 6.
- Columns protected by CTB or outside of clear zone.
- Texas Ave. intersection incorporates existing columns but matches proposed.

Aesthetic Planting Concept

- There are 4 major types of plantings proposed for this corridor.
  - Intersection Plantings
  - Tree Plantings
  - Wildflower Plantings
  - Native Grass Plantings
- Larger aesthetic plantings are proposed for intersections only and are outside of clear zones.
- Wildflowers are limited to interior ROW and by clear zone. Wildflowers to be placed after standard seed mix is placed.

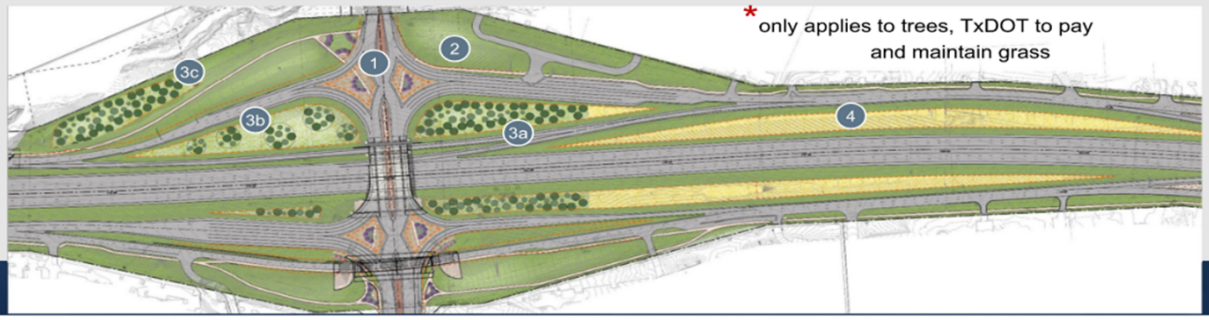
Proposed Intersection Plantings

- Smaller more ornamental plantings.
- Meet sight distance and clear zone requirements.
- Contained by buffer mow strip.
- Only proposed if Cities plan to maintain (via an executed LMA).

Proposed Landscape Summary of Work (Options 3a & 3b and 3c)

Proposed Landscape Summary of Work

Area	Aesthetic Treatment	Installation Performed by	Installation Cost paid by	Maintenance Cost paid by	Maintenance Frequency	AFA w/ City Required?	LMA w/ City Required?
1	Intersection Plantings	TxDOT's Contractor	CITY OF BRYAN	CITY OF BRYAN	1 effort/quarter	Yes	Yes
2	TxDOT Standard Grass (Edges)	TxDOT's Contractor	TxDOT	TxDOT	3 mow/year	No	No
3a	Trees, TxDOT Standard Grass, & Wildflowers	TxDOT's Contractor	TxDOT	CITY OF BRYAN	1 mow/year	No	Yes
3b	Trees, TxDOT Standard Grass, & Wildflowers (with Fewer Trees)	TxDOT's Contractor	TxDOT	TxDOT	1 mow/year	No	No
3c	Trees & TxDOT Standard Grass	Installed by City *	CITY OF BRYAN *	CITY OF BRYAN *	3 mow/year	Yes	Yes
4	Native Grass	TxDOT's Contractor	TxDOT	TxDOT	1 mow/year	No	No



* only applies to trees, TxDOT to pay and maintain grass

City Costs – Intersection Plantings

	Installation Cost	Additional Maintenance Cost
FM 60 (University Drive)	$390,000	$50,000 - $75,000 annually
Emerald Parkway/FM 2818	$220,000	$10,000 - $15,000 annually
Rock Prairie Road*	$32,000	$10,000 - $15,000 annually
Barron Road	$24,000	$10,000 - $15,000 annually

City Costs – Tree Plantings

	Installation Cost	Additional Maintenance Costs – Mowing	Additional Maintenance Costs - Irrigation
Option 3a – approx. 2500 trees	$0	Contractor - $200,000 - $250,000 annually Or City - Additional Crew (2 FTEs + 2 mowers + vehicle)	Additional Licensed Irrigation Specialist (1 FTE + Vehicle)
Option 3b – approx. 950 trees	$0	$0* *continue finish mowing	$0
Additional Trees: 3c – additional 400 trees, 28 locations	$520,000	• Depends on locations Contractor - $100,000-$200,000 annually Or City – Add on to current crew (1 FTE + mower)	• Depends on locations Additional budget for irrigation supplies/minor equipment.

A majority of the Council directed staff to move forward with Option 3a and 3c with less mowing, with Intersection Plantings at FM 60 (University Drive).

7.2. Presentation, discussion, and possible action regarding the scope of a study for a future convention center.

Brian Piscacek, Economic Development Manager, provided an overview of the scope of a study for a future convention center in response to previous City Council discussions about the possible need for a facility. A recap of events up to this point was given, including the City Council adoption of Public/Private Partnership guidelines in March 2023 and an August presentation on the feasibility of a convention or recreation center. In that August meeting, staff provided a comparison of facility size, cost to construct, and the operations & maintenance costs of various city facilities. A proposed study would likely include a market analysis to assess the competitive marketplace, appropriate facility amenities, and financial feasibility.

Proposed Scope of Convention Center Feasibility Study
Purpose: planning, design, financing, and construction of a hotel and convention center to serve the citizens, businesses, and visitors of College Station.

- Estimate Project timeline: 3 months.

Initial Activity
Market Study

- Analysis of competitive hospitality market, including existing facilities and access.
- Estimated operating pro forma.
- Recommendations for facility and associated amenities.

Decision Point
Future Activities, if Desired

- Conceptual Design Package, including:
  - Conceptual master plan.
  - Configuration of rooms, meeting spaces, project cost estimates.

Public/private financing alternatives

- Sources of debt/equity funding.
- O&M cost sharing.

Concerns raised by some Councilmembers were related to additional elements, including other uses such as local events and destination entertainment, evaluations of site recommendations, and ways to measure the impact of a free-standing convention center, separate from an adjoined hotel.

7.3. Presentation and discussion on the Southside Street Signage Project.

This item has been pulled and will appear on a future agenda.

8. REGULAR ITEMS

8.1. Public Hearing, presentation, discussion, and possible action on Ordinance No. 2023-4483 a Conditional Use Permit for a Night Club, Bar or Tavern use encompassing approximately 6,902 square feet on 2.05 acres of land generally located at 3164 Holleman Drive South Suite 100.

Robin Macias, Planning and Development, stated that this request is for a Conditional Use Permit for the use of a Night Club, Bar or Tavern for approximately 6,902 square feet of an existing shopping center consisting of indoor and rooftop bar amenities, located at 3164 Holleman Dr South Suite 100. A conditional use permit for an indoor tavern with rooftop bar amenities was previously approved in April 2022 with the conditions that music on the rooftop area be limited to non-amplified, acoustic music (this limitation did not apply to background radio or television) and a minimum 3-ft tall sound barrier be installed along the south side of the rooftop open-air bar area on top of the parapet wall. The applicant is proposing to increase the total area of the tavern allowed by the previously approved conditional use permit by 1,684 square feet. The addition will increase the interior square footage and will not increase the square footage of the rooftop bar area. The property is currently zoned GC General Commercial.

Staff recommends approval of the Conditional Use Permit with the previously approved conditions, which were:

- Music on the rooftop area shall be limited to non-amplified, acoustic music. This limitation shall not apply to background radio or television.
- A minimum 3-ft tall sound barrier shall be installed along the south side of the rooftop open-air bar area on top of the parapet wall.

The Planning and Zoning Commission heard this item at their 11/2/23 meeting and voted 6-0 to recommend approval with the stated conditions.

At approximately 8:16 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:16 p.m.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2023-4483, a Conditional Use Permit for a Night Club, Bar or Tavern use encompassing approximately 6,902 square feet on 2.05 acres of land generally located at 3164 Holleman Drive South Suite 100. The motion carried unanimously.

9. Council Calendar

Council reviewed the calendar.

10. Items of Community Interest: The Council may receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

Councilmember Cunha reported on the funeral of Caleb Williams with College Station ISD and expressed a gratitude for his service.

11. <u>Council Reports on Committees, Boards, and Commission: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)</u>

Councilmember Smith reported on BVSWMA.

Councilmember Yancy reported on Brazos County Board of Health.

12. <u>Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items: A Council Member may make a request to City Council to place an item for which no notice has been given on a future agenda or may inquire about the status of an item on the standing list of council generated future agenda items. A Council Member's or City Staff's response to the request or inquiry will be limited to a statement of specific factual information related to the request or inquiry or the recitation of existing policy in response to the request or inquiry. Any deliberation of or decision about the subject of a request will be limited to a proposal to place the subject on the agenda for a subsequent meeting.</u>

Councilmember Cunha requested a letter to send regarding the closing of the Post Office.

Councilmember Cunha requested a future agenda item on adding a Council Member to the Tourism Board.

Councilmember Smith requested an updated on the Amazon's use of drone delivery in the city.

13. <u>Adjournment.</u>

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 8:29 p.m. on Monday, November 20, 2023.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

December 11, 2023
Item No. 8.2.
2024 Annual Council Calendar

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC:

Agenda Caption: Presentation, discussion, and possible action regarding adoption of the 2024 Annual Council Calendar.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends adoption of the Annual Calendar.

Summary: The schedule lists the 2nd and 4th Thursdays for the 2024 Council Meeting. Alternate dates will be provided by the Council if scheduling conflicts should arise.

Budget & Financial Summary: None

Attachments:
1. 2024 Council Meeting Calendar
2. 2024 Council Meetings and Holidays-Year at a glance 3

(Subject to Change)
2024 CITY COUNCIL MEETING SCHEDULE

Council Meetings

Thursday, January 11, 2024
Thursday, January 25, 2024

Thursday, February 8, 2024
Thursday, February 22, 2024

Thursday, March 14, 2024
Thursday, March 28, 2024

Thursday, April 11, 2024
Thursday, April 25, 2024

Thursday, May 9, 2024
Thursday, May 23, 2024

Thursday, June 13, 2024
Thursday, June 27, 2024

Thursday, July 11, 2024
Thursday, July 25, 2024

Thursday, August 8, 2024 (Budget & Tax Adoption – Special Session may be needed)
Thursday, August 22, 2024

Thursday, September 12, 2024
Thursday, September 26, 2024

Monday, October 7, 2024*
Thursday, October 24, 2024

Thursday, November 14, 2024
Monday, November 25, 2024

Thursday, December 12, 2024

2024 Events:

January 19	TML Newly Elected City Officials' Workshop	San Antonio
March 14-15	TML Midyear Conference	San Marcos
May TBD	(Tentative) Chamber Washington Trip	Washington (possible conflict)
June 5-7	ITGA Annual Conference	College Park, MD
July 18-19	TML TAMCC Newly Elected City Officials' Orientation	San Antonio
August 8-9	TML TAMCC Newly Elected City Officials' Orientation	Round Rock
**October 9-11*	TML Annual Conference and Exhibition	Houston (possible conflict)

2024 Budget Meetings:

July 8	Tentative Special Meeting to Call a Budget Public Hearing
July 15-17	Tentative Council Budget Workshops
July 25	Budget Public Hearing
August 19	Tentative Special Meeting (if needed)
August 22	Budget and Tax Rate Adoption (Assuming no tax rate election)

2024 COUNCIL CALENDAR

1 New Year's Day
(City Offices Closed)
11 Council Meeting
15 M.L. King Jr. Day
(City Offices Closed)
19 TML Newly Elected
25 Council Meeting

JANUARY						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

8 Council Meeting
22 Council Meeting

FEBRUARY						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

14 Council Meeting
14-15 TML Midyear Conference
28 Council Meeting
29 Good Friday
(City Offices Closed)

MARCH						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

11 Council Meeting
25 Council Meeting

APRIL						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

TBD Chamber Washington
(Possible Conflict)
9 Council Meeting
23 Council Meeting
27 Memorial Day
(City offices closed)

MAY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

5-7 ITGA Conference
13 Council Meeting
19 Juneteenth
(City Offices Closed)
27 Council Meeting

JUNE						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

JULY						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

4 Independence Day
(City offices closed)
8 Tentative Special Mtg
Calling Budget Public Hrg
11 Council Meeting
15-17 Budget Workshops
18-19 TML TAMCC Newly Elected City Officials' Orientation
25 Council Meeting

AUGUST						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

8 Council Meeting
8-9 TML TAMCC Newly Elected City Officials' Orientation
19 Tentative Special Budget Mtg if needed)
23 Council Meeting
(Budget & Tax Adoption)

SEPTEMBER						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

2 Labor Day
(City Offices Closed)
12 Council Meeting
26 Council Meeting

OCTOBER						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

7 Council Meeting
9-11 TML Annual Conference
24 Council Meeting

NOVEMBER						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

14 Council Meeting
25 Council Meeting
28 -29 Thanksgiving
(City Offices closed)

DECEMBER						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

12 Council Meeting
23-27 Christmas Holiday's
(City Offices Closed)

Blue=Regular Council Dates Pink = Office Closed **Peach=Council Conferences**

December 11, 2023
Item No. 8.3.
Greens Prairie County Section Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a professional services contract with Binkley & Barfield, INC. for $113,921.50 for design and construction phase services for the Greens Prairie Road County Portion Widening Project.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: This project is for the widening of the existing two-lane asphalt roadway within the county section of Greens Prairie Road into a 4-lane concrete minor arterial with medians and multi-use paths. This project also includes storm sewer, water and wastewater utilities, fiber optic lines and street lighting.

Previously, Binkley & Barfield, Inc. was contracted to provide some of the design phase services as part of the previous phase of work (Arrington to the County section). This contract will be to finish out the design and provide construction phase services.

Budget & Financial Summary: A budget of $6,300,000 is included for this project in the Streets Capital Improvement Projects Fund. A total of $3,737 has been expended or committed to date, leaving a balance of $6,296,263 for this contract and future costs.

Attachments:
1. Greens Prairie County Section Design Vendor Signed Contract
2. Greens Prairie County Section Project Location Map

CONTRACT & AGREEMENT ROUTING FORM

CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT#: 24300167 PROJECT#: ST1702 BID/RFP/RFQ#: 17-036

Project Name / Contract Description: Greens Prairie Road County Portion Widening Project

Name of Contractor: Binkley & Barfield, Inc.

CONTRACT TOTAL VALUE: $ 113,921.50 **Grant Funded** Yes ☐ No ■
If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ☐ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ■ N/A
Davis Bacon Wages Used ☐ Yes ☐ No ■ N/A
Buy America Required ☐ Yes ☐ No ■ N/A
Transparency Report ☐ Yes ☐ No ■ N/A

■ **NEW CONTRACT** ☐ **RENEWAL #** N/A ☐ **CHANGE ORDER #** N/A ☐ **OTHER** N/A

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

Continuation of Project bid out by RFQ-17-036

Funding approved for this project in the Streets Capital Improvement Projects Fund.

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 12/11/2023 **Agenda Item No*:** TBD

--Section to be completed by Risk, Purchasing or City Secretary's Office Only—

Insurance Certificates: DDV **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

ASST CITY MGR – CFO — DATE

LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

__Original(s) sent to CSO on _____ *Scanned into Laserfiche on _____* *____Original(s) sent to Fiscal on _____*

CITY OF COLLEGE STATION
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT
WITH CONSTRUCTION

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the "City") and BINKLEY & BARFIELD, INC., a TEXAS corporation (the "Consultant"), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

ARTICLE I
SCOPE OF SERVICES

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit "A"**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the "Project"):

Greens Prairie Road County Portion Widening Project

ARTICLE II
PAYMENT

2.01 In consideration of the Consultant's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit "B".** Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed ONE HUNDRED THIRTEEN THOUSAND NINE HUNDRED TWENTY-ONE and 50/100 Dollars ($113,921.50).

2.02 Virtual Payment Method. For increased payment and financial information security, the Contractor must use the City's approved virtual payment card system or digital payment system for all payments, storing, and modifications of financial information used for City payments to the Contractor. Any related reasonable fees paid by the Contractor for use of the virtual payment card system or digital payment system may be passed through to the City.

ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST

3.01 The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

(a) Conceptual Design: NA **calendar days** after the authorization to commence planning.

(b) Preliminary Design: 180 **calendar days** after authorization to commence PPD.

(c) Final Design: 45 **calendar days** after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date(s):

July 1, 2027

3.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible and with adequate resources and manpower in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates, which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has absolute control shall not be exceeded without written approval from the City. Consultant may request in writing an extension of the contract time due to delays beyond their control. In the event that a deadline provided in this Contract is not met by the Consultant, Consultant shall provide the City with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay which may include (i) employing additional people, or (ii) accelerating the work by working longer hours on any portion of the Project that is deemed by the City to be behind schedule ("Recovery Plan"). With the City's approval, Consultant shall execute the Recovery Plan at no additional cost to the City.

(a) **Liquidated Damages.**

(1) The time for the completion of all Work described in this Agreement are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the usual industry conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines specifically set forth in the Consultant's scope of services and schedule are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be deducted by the City from current amounts owed to Consultant for payment or from final payment.

(2) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Consultant to achieve timely completion of the Work, if the Consultant should neglect, or fail, or refuse to complete the Work within the times specified in the Consultant's scope of services and schedule, or any proper extension thereof granted by the City's Representative pursuant to this Agreement, then the Consultant does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Consultant's total compensation the sum of **TWO HUNDRED FIFTY and 00/100 DOLLARS ($250.00)** for each and every calendar day that the Consultant shall be in default after the time(s) stipulated completion of the task(s) in question, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet any of the deadlines specified in the Consultant's scope of services and schedule for completion in this Agreement.

3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.

3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

3.07 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

3.08 The construction budget for this Project, which is established as a condition of this Contract is **$** 5,760,000. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV
CONCEPTUAL DESIGN

4.01 Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule

and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V
PRELIMINARY DESIGN

5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design, including any material changes and deviations that have taken place from the Conceptual Design, a cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI
FINAL DESIGN

6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's *current* pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

6.04 The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VII
BID PREPARATIONS & EVALUATION

7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII
CONSTRUCTION

8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act

on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of construction. Consultant shall periodically review the as-built drawings for accuracy and completeness, and shall report its findings to the City.

8.03 The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.04 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.06 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

8.07 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant’s recommendation for payment.

8.08 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.

8.09 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.

8.10 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.

8.11 The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.

8.12 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX
CHANGE ORDERS, DOCUMENTS & MATERIALS

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project. The schedules, milestones, timelines, and deadlines contained in this Agreement, the Scope of Services, and the Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Consultant shall submit an updated schedule that reflects changes authorized by approved change orders.

9.02 When the original contract amount plus all change orders is $100,000 or less, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than $100,000. For such contracts, when a change order results in a total contract amount that exceeds $100,000, the City Council must approve such change order prior to commencement of the services.

9.03 When the original contract amount plus all change orders is equal to or greater than $100,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed $50,000 and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds $50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding $50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council.

9.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

9.05 The Consultant shall furnish the City with both electronic (PDF) and CAD file sets of all plans and specifications. The Consultant shall provide the City one (1) set of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of Work Product including documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's Work Product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X
WARRANTY, INDEMNIFICATION & RELEASE

10.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the

City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

10.02 The Consultant shall promptly correct any defective Work Product, including designs or specifications, furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

10.05 Indemnity.

(a) To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or including failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR

WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

(b) To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.

(c) Consultant shall procure liability insurance covering its obligations under this section.

(d) It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

10.06 Release. The Consultant releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, employees, and volunteers from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

10.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI
INSURANCE

11.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subcontractors. The policies, limits and endorsements required are as set forth on below**.**

During the term of this Contract Consultant's insurance policies shall meet the minimum requirements of this section:

11.02 Types. Consultant shall have the following types of insurance:

(a) Commercial General Liability.

(b) Business Automobile Liability.

(c) Workers' Compensation/Employer's Liability.

(d) Professional Liability.

11.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.04 General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

(a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.

(b) Deductibles shall be listed on the Certificate of Insurance.

(c) "Claims made" policies will not be accepted, except for Professional Liability insurance.

(d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of College Station.

(e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

11.05 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.

(b) Minimum Limit of $1,000,000 per occurrence for bodily injury and property damage with a $2,000,000 annual aggregate.

(c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

(d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.

(e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.06 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A. M. Best Key Rating Guide.

(b) Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

(c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

(d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

(e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.07 Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "consultant" as identified in this Contract:

(a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the

subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

(b) The workers' compensation/Employer's Liability insurance shall include the following terms:

i. Employer's Liability limits of $1,000,000 for each accident is required.

ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

iii. Texas must appear in Item 3A of the Worker's Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

(c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

i. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in § 406.096 [of the Texas Labor Code]) - includes all persons or entities performing all or part of the services the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

ii. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage

agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

iii. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

iv. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

v. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

vii. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

viii. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

ix. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
4. obtain from each other person with whom it contracts, and provide to the Contractor:

   A. a certificate of coverage, prior to the other person beginning work on the project; and

   B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
6. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
7. Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

x. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

xi. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

11.01 Professional Liability Requirements. The following Professional Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

(b) Minimum of $1,000,000 per claim and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City of College Station when requested.

(c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

(d) Retroactive date must be shown on certificate.

ARTICLE XII
USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

12.01 Any and all drawings, specifications and other documents prepared, furnished, or both prepared and furnished by Consultant or any Subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents) ("Work Product"), shall be the exclusive property of the City, whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Work Product and related documents and information relating to the Project.

12.02 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

12.03 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article 12 of the Contract.

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this

Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

12.06 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII
TERMINATION

13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.

13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

13.03 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City because of any breach of contract and/or negligence by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XIV
MISCELLANEOUS TERMS

14.01 This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

14.02 Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

14.03 Fraud Reporting. To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

City of College Station	**Binkley & Barfield, Inc.**
Attn: Susan Monnat	Attn: Brandon Boatcallie
PO BOX 9960	1701 Southwest Parkway
1101 Texas Ave	Suite 111
College Station, TX 77842	College Station, TX 77840
smonnat @cstx.gov	bmb@binkleybarfield.com

14.04 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

14.05 This Contract represents the entire and integrated contract between the City and the Consultant and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

14.06 This Contract and all rights and obligations contained herein may not be assigned by the Consultant without the prior written approval of the City.

14.07 Invalidity. If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

14.08 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof

added by Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

14.09 The Consultant, its agents, employees, and subconsultants must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

14.10 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

14.11 This Contract goes into effect when duly approved by all the parties hereto.

14.12 Notice of Indemnification. City and Consultant hereby acknowledge and agree that this Contract contains certain indemnification obligations and covenants.

14.13 Verification No Boycott of Israel. To the extent this Contract is considered a contract for goods or services subject to §2270.002 Texas Government Code, Consultant verifies that it (i) does not boycott Israel and (ii) will not boycott Israel during the term of this Contract.

14.14 Verification No Boycott of Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

14.15 Verification No Boycott of Energy Companies. Subject to § 2274.002 Texas Government Code Consultant herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

14.16 Force Majeure. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class of kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is cause by force majeure.

List of Exhibits

- **A.** Scope of Services
- **B.** Payment Schedule
- **C** Certificates of Insurance

BINKLEY & BARFIELD, INC.

By: Brandon M. Boatcallie

Printed Name: Brandon M. Boatcallie

Title: Corporate Vice President

Date: 11/30/2023

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES

November 10, 2023 Via: E-Mail

Ms. Susan Monnat, PE
Project Manager
City of College Station
300 Krenek Tap Road
College Station, TX 77840

Re: Greens Prairie Road Phase 2 Widening Project Scope – County Section

Dear Ms. Susan Monnat, PE:

Binkley & Barfield, Inc. (BBI) is pleased to submit this scope to The City of College Station (City) for professional services in connection with the Greens Prairie Road Phase 2 Widening Project. Per City direction, we are proposing Additional Engineering Design and Bidding & Construction Phase Services within the County Section to supplement BBI's Proposal for Professional Services dated November 6, 2018, and a nominal increase in the Construction Material Testing services budget, due to billing rate cost escalation, as summarized below.

A. Services to be provided by BBI:

BBI will provide ***Engineering Design and Bidding & Construction Phase Services*** to complete the County Section of the project.

Curb Line Adjustments: It is our understanding the City would like to offset the northern curb line 2' to the south to avoid utility pole encumbrances. The shift would require revisions to the following sheets:

1. TCP Layouts
2. Roadway geometry and grading models
3. Contour layouts
4. Sidewalk layouts / details
5. Roadway Plan and Profiles
6. Removal Layouts
7. Intersection Layouts
8. Sign and Striping Layouts
9. Drainage Plan and Profiles
10. Drainage H&H Sheets
11. Drainage Laterals
12. Culvert Layouts
13. SWPPP Layouts
14. Waterline Plan and Profiles
15. Quantity Summaries
16. Opinion of Probable Construction Costs
17. Contract Documents
18. QA/QC

Utility Coordination Services: The original project scope did not include utility coordination services. Due to a number of proposed utility relocations (Frontier, Suddenlink, WSUD, CSU, COCS, and BTU), the City requested that BBI provide additional preconstruction and construction support to assist with this effort. BBI proposes setting up an hourly budget (utilizing BBI's current corporate rate sheet), to be used on an as needed basis, to complete any utility coordination and plan review tasks and has estimated 56 hours for additional utility coordination and plan review services.

Bidding and Construction Phase Services: BBI will assist the City during the bidding process by attending the pre-bid meeting and assisting in the opening and tabulation of bids for construction of the project. BBI

will provide engineering support services during construction to include attending the preconstruction conference, reviewing of shop drawings and resolution of contractor's request for information (RFI's), if required. A total of 24 progress/site meetings are included in this scope and will be provided as requested by the City for review of the contractor's general conformance with the construction documents. If a site visit is requested and completed, BBI's representative will prepare notes of the visit for distribution to all required parties. (Note: This is not to be considered onsite Construction Observation.) BBI will also prepare record drawings (based on the contractors redlines and in accordance with COCS and CSU standards) and provide them in 24x36 mylar, Microstation DGN, and Adobe PDF formats.

B. Services to be provided by CME Testing and Engineering, Inc. (CME):

CME has requested a nominal increase in their unit rate Construction Materials Testing Services budget (provided in the original proposal as *Attachment E: CME Testing and Engineering, Inc. proposal for Construction Materials Testing Services dated September 13, 2018.)* to account for billing rate cost escalation (2018 versus 2023 rates).

C. Compensation:

We propose to provide the specific services described above as follows:

Engineering Design and Bidding & Construction Phase Services (BBI)	
Design Revisions (Lump Sum)	$46,040.00
Utility Coordination Services (Hourly)	$12,600.00
Bidding & Construction Phase Services (Lump Sum)	$50,900.00
Total BBI Fee	*$109,540.00*
Materials Testing Services (CME)	
Materials Testing Cost Escalation (Unit Rate)	$4,381.50
Total CME Fee	*$4,381.50*
Total Contract Amount	**$113,921.50**

D. Additional Services:

We have made our best effort to prepare a thorough and complete proposal to successfully complete this project. However, there may be additional services we are not currently aware of that may be required or that the Client may desire we provide. Should such a situation occur, a separate proposal would be submitted to the Client for approval prior to our beginning the additional services.

Please call should you have any questions. Thank you again for selecting Binkley & Barfield, Inc. for this assignment and we look forward to working with the City of College Station.

Sincerely,
Binkley & Barfield, Inc.

Brandon M. Boatcallie, P.E.
Project Manager

Binkley & Barfield, Inc.

2023 Billable Rates by Classification

Classification	Unit	Billable Rate
Principal	Hour	$318.00
Sr. Project Manager	Hour	$290.00
Project Manager	Hour	$225.00
Structural Engineer	Hour	$225.00
Construction Manager	Hour	$225.00
Sr. Project Engineer	Hour	$190.00
Project Engineer	Hour	$161.00
Field Engineer	Hour	$175.00
Electrical & Instrumentation Engineer	Hour	$190.00
Engineer Technician	Hour	$158.00
EIT II	Hour	$145.00
Graduate Engineer/EIT I	Hour	$127.00
Structural Inspector	Hour	$145.00
Construction Observer/Sr. Inspector III	Hour	$145.00
Construction Observer/Inspector II	Hour	$135.00
Construction Observer/Inspector I	Hour	$110.00
Sr. Designator	Hour	$122.00
Designator	Hour	$105.00
Sr. Utility Coordinator	Hour	$176.00
Utility Coordinator	Hour	$154.00
Production Manager	Hour	$237.00
Production Technician	Hour	$99.00
Sr. Electrical Designer	Hour	$165.00
Sr. CADD/Designer	Hour	$157.00
CADD/Designer	Hour	$142.00
CADD Technician	Hour	$117.00
GIS Manager	Hour	$150.00
GIS Analyst	Hour	$107.00
Sr. Clerical/Administrator/Document Specialist/Recordkeeper	Hour	$100.00
Clerical/Administrator	Hour	$92.00
3D Modeling	Day	$955.00

**These rates are subject to a Consumer Price Index (CPI) adjustment.*

Direct Expenses

1. Subconsultant, reproduction, delivery, and other associated expenses shall be reimbursed at cost plus 10%.

2. Mileage shall be reimbursed at the current federal rate as published by the IRS.

EXHIBIT B
PAYMENT TERMS

Compensation is based on ***actual*** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of $_____ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for ***actual,*** non-salary expenses at the rate of _____ percent ***(____%)*** above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract: ($_____).

☐ The Consultant must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

☑ Payment is a fixed fee in the amount listed in paragraph 2.01 of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City.

The Consultant may submit ***monthly*** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Schedule of Payment for each phase:

See section *C. Compensation* in the attached Scope of Services.

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

Client#: 189537 DCCMLLC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/28/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Propel Insurance
1201 Pacific Avenue; Suite 1000
COM Middle Market
Tacoma, WA 98402-4321

CONTACT NAME: Aaron Leavitt
PHONE (A/C, No, Ext): 800 499-0933 **FAX (A/C, No):** 866 577-1326
E-MAIL ADDRESS: aaron.leavitt@propelinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Guarantee and Liability Ins.Co	26247
INSURER B : Zurich American Insurance Company	16535
INSURER C : Evanston Insurance Company	35378
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Binkley & Barfield Inc.
DCCM LLC
1710 Seamist Dr.
Houston, TX 77008

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR X BI/PD Ded:2,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / X PRO-JECT / LOC OTHER:			GLO872027300	06/30/2023	06/30/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BAP87202400	06/30/2023	06/30/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			SXS808437600	06/30/2023	06/30/2024	EACH OCCURRENCE AGGREGATE 	$10,000,000 $10,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC872027200	06/30/2023	06/30/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Professional, Pol			MKLV7PL0006013	08/06/2023	06/30/2024	$5,000,000 CLM $10,000,000 Agg.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Greens Prairie Road Phase 2 Widening Project
The City, its officials, agents, employees and volunteers. Additional Insured Status applies per attached form(s). Primary and Non-Contributory coverage applies per attached form(s). Waiver of Subrogation applies per attached form(s).

CERTIFICATE HOLDER

City of College Station
PO Box 9960
1101 Texas Ave.
College Station, TX 77842

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mitchell R. Sm

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Additional Insured – Owners, Lessees Or Contractors – Completed Operations

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO872027300	Effective Date: 06.30.2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

Section **II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in such Schedule, performed for that additional insured and included in the "products-completed operations hazard".

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO872027300	Effective Date: 06.30.2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION, OTHER THAN AN ARCHITECT, ENGINEER OR SURVEYOR, WHOM YOU ARE REQUIRED TO ADD AS AN ADDITIONAL INSURED UNDER THIS POLICY UNDER A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS.	ANY LOCATION OR PROJECT, OTHER THAN A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM LOCATION OR PROJECT FOR WHICH INSURANCE IS OTHERWISE SEPARATELY PROVIDED TO YOU BY A WRAP-UP OR OTHER CONSOLIDATED INSURANCE PROGRAM

A. Section **II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated in such Schedule.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

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2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Other Insurance Amendment – Primary And Non-Contributory

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO872027300	6.30.2023	6.30.2024	6.30.2023			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured:

Address (including ZIP Code):

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

1. The following paragraph is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is primary insurance to and will not seek contribution from any other insurance available to an additional insured under this policy provided that:

   a. The additional insured is a Named Insured under such other insurance; and

   b. You are required by a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

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B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** – Coverage **A,** and for all medical expenses caused by accidents under Section **I** – Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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Coverage Extension Endorsement

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. BAP872027400	Effective Date: 6.30.2023

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any “employee” of yours is also an “insured” while operating an “auto” hired or rented under a contract or agreement in an “employee’s” name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don’t own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

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D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in **B. Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in **B. Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" that is a "private passenger type", light truck or medium truck is disabled. However, the labor must be performed at the place of disablement.

As used in this provision, "private passenger type" means a private passenger or station wagon type "auto" and includes an "auto" of the pickup or van type if not used for business purposes.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

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(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

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If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

N. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

O. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

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This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

P. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

Q. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

R. Hired Auto – World Wide Coverage

Paragraph **7.b.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere else in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

S. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

T. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

U. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

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V. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

W. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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Blanket Notification To Others Of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.	
Policy No. GLO872027300	Effective Date: 06.30.2023

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will deliver electronic notification that such Coverage Part has been cancelled to each person or organization shown in a Schedule provided to us by the First Named Insured. Such Schedule:

1. Must be initially provided to us within 15 days:

a. After the beginning of the policy period shown in the Declarations; or

b. After this endorsement has been added to policy;

2. Must contain the names and e-mail addresses of only the persons or organizations requiring notification that such Coverage Part has been cancelled;

3. Must be in an electronic format that is acceptable to us; and

4. Must be accurate.

Such Schedule may be updated and provided to us by the First Named Insured during the policy period. Such updated Schedule must comply with Paragraphs **2. 3.** and **4.** above.

B. Our delivery of the electronic notification as described in Paragraph **A.** of this endorsement will be based on the most recent Schedule in our records as of the date the notice of cancellation is mailed or delivered to the first Named Insured. Delivery of the notification as described in Paragraph **A.** of this endorsement will be completed as soon as practicable after the effective date of cancellation to the first Named Insured.

C. Proof of e-mailing the electronic notification will be sufficient proof that we have complied with Paragraphs **A.** and **B.** of this endorsement.

D. Our delivery of electronic notification described in Paragraphs **A.** and **B.** of this endorsement is intended as a courtesy only. Our failure to provide such delivery of electronic notification will not:

1. Extend the Coverage Part cancellation date;

2. Negate the cancellation; or

3. Provide any additional insurance that would not have been provided in the absence of this endorsement.

E. We are not responsible for the accuracy, integrity, timeliness and validity of information contained in the Schedule provided to us as described in Paragraphs **A.** and **B.** of this endorsement.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Policy No. WC872027200 Endorsement No.

Insured DCCM LLC Premium $

Insurance Company Countersigned by _____

Zurich American Insurance Company

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WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 06.30.2023 (DATE) at 12:01 A.M. standard time, forms a part of

Policy No.WC872027200 Endorsement No.

of the Zurich American Insurance Company (NAME OF INSURANCE COMPANY)

issued to DCCM LLC

Premium (if any) $

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization **Blanket Waiver of Subrogation**	**Job Description**

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver

   Name of person or organization

   (X) Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:

3. Premium:
   The premium charge for this endorsement shall be_____ percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 06.30.2023 Policy No. WC872027200 Endorsement No.
Insured Premium

Insurance Company Countersigned by _____

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Created: 11/29/2023

Project Location Map
Greens Prairie Widening
County Portion

Legend

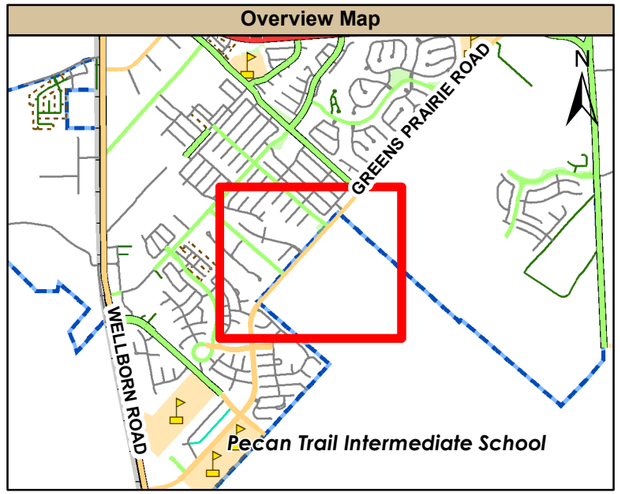
Streets

Functional Classification

- MAJOR COLLECTOR
- MINOR ARTERIAL
- MINOR COLLECTOR
- LOCAL STREET
- Rivers
- Water Features

Feet: 0, 250, 500, 750, 1,000, 2,000, 3,000, 4,000, 5,000

Overview Map



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December 11, 2023
Item No. 8.4.
Visit College Staton Website Development, Redesign, and Management

Sponsor: Jeremiah Cook

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a contract for website development, redesign, customer relationship management, and content management systems with Tempest, Inc., in an amount not to exceed $268,825.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommend that Council approve the contract.

Summary: A Request for Proposal was released July 10, 2023, for the design and development of a new Visit College Station website, including an associated customer relationship management and content management system. Ten responses were received. Based on the evaluation criteria, Tempest, Inc., provided the most comprehensive, cost-effective, and attractive proposal for web development services. The scope of work also includes a redesign of the visit.cstx.gov website, ongoing maintenance, and search engine optimization. This contract is for four (4) years and covers the term through September 2027.

Budget & Financial Summary: Funds budgeted in the Tourism budget utilizing Hotel Occupancy Tax Funds.

Attachments:
None

CONTRACT & AGREEMENT ROUTING FORM

CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT#: 24300178 PROJECT#: _____ BID/RFP/RFQ#: 23-080

Project Name / Contract Description: Web Design and Maintenance, Customer Relationship Management, Content Management Software and Search Engine Optimization for Tourism Staff

Name of Contractor: Tempest Inc.

CONTRACT TOTAL VALUE: $ 268,825.00

Grant Funded ☐ Yes ☒ No
If yes, what is the grant number: _____

Debarment Check ☐ Yes ☒ No ☐ N/A
Section 3 Plan Incl. ☐ Yes ☒ No ☐ N/A
Davis Bacon Wages Used ☐ Yes ☒ No ☐ N/A
Buy America Required ☐ Yes ☒ No ☐ N/A
Transparency Report ☐ Yes ☒ No ☐ N/A

☒ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

$15,000.00 - Org. - 31210173 Obj. - 5541

$253,825.00 - Org. - 31210173 - Obj. - 5112

CRC Approval Date*: 11/17/23 *(If required)** **Council Approval Date*:** 11/20/2023 **Agenda Item No*:** _____

--Section to be completed by Risk, Purchasing or City Secretary's Office Only—

Insurance Certificates: DDV **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** JJ

SIGNATURES RECOMMENDING APPROVAL

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
LEGAL DEPARTMENT DATE

_____ _____
ASST CITY MGR – CFO DATE

APPROVED & EXECUTED

_____ _____
CITY MANAGER DATE

N/A
_____ _____
MAYOR (if applicable) DATE

N/A
_____ _____
CITY SECRETARY (if applicable) DATE

__Original(s) sent to CSO on _____ Scanned into Laserfiche on _____ ____Original(s) sent to Fiscal on _____

TECHNOLOGY SERVICES CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and **Tempest, Inc.**, a Arizona Corporation (the "Consultant"), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I
SCOPE OF SERVICE

1.01 This Contract is for Website Development/Design/Support, CRM, CMS, & SEO (the "Project"). The scope and details of the work to be provided to the City by Consultant for the Project are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference (the "Work"). Consultant agrees to perform or cause the performance of all the work described in **Exhibit "A."**

1.02 Consultant agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Consultant a fee based on the rates set forth in **Exhibit "B"** to this Contract for the Work performed by Consultant. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

ARTICLE II
PAYMENT

2.01 The total amount of payment, including reimbursements, by the City to Consultant for all Work to be performed under this Contract may not, under any circumstances, exceed Two Hundred Sixty Eight Thousand Eight Hundred Twenty-Five and 00 /100 Dollars ($ 268,825.00).

ARTICLE III
CHANGE ORDERS

3.01 The City may from time to time request changes in the scope and focus of the Work to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that in the opinion of Consultant, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Consultant and the City's Project Manager.

(a) When the original Contract amount plus all change orders is $100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more

than $100,000. For such contracts, when a change order results in a total contract amount that exceeds $100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

(b) When the original contract amount plus all change orders is greater than $100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed $50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds $50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding $50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council; and

(c) **Any request by the Consultant for an increase in the Scope of Work and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such work or the right to payment for such additional work shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such Work is additional to the Scope of Work included in this Contract, the Consultant agrees to continue providing on a timely basis all work to be provided by the Consultant hereunder, including any Work as to which there is a dispute.

ARTICLE IV
TIME OF PERFORMANCE

☐ **4.01** Except as provided in Article XI hereinbelow, the Consultant shall complete all of the work described in **Exhibit "A"** by the dates set forth below:

_____.

- OR-

☑ **4.01** Except as provided in Article XI hereinbelow, the Contract's term shall commence on October 1, 2023 and shall be for a period of four (4) years. Any renewal must be in writing and executed by the parties.

4.02 Time is of the essence of this Contract. The Consultant shall be prepared to provide the Work in the most expedient and efficient manner possible in order to complete the work by the times specified.

4.03 Consultant promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Consultant agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the Work to be performed. The Work of Consultant under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

ARTICLE V
INDEPENDENT CONTRACTOR AND NONSOLICITATION

5.01 Independent Contractor. In all activities or work performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant, as an independent contractor, shall be responsible for the final product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment and labor required for the execution of the Work on the Project. The Consultant shall have ultimate control over the execution of the Work under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors except to the limited extent provided for in this Contract. Consultant shall be liable for any misrepresentations. Any negotiations by the Consultant on the City's behalf are binding on the City only when within the Scope of Work contained herein and approved by the City.

5.02 Nonsolicitation. Consultant recognizes and understands that it will be interacting with City employees when performing Work under this Contract, and that it may cause irreparable harm to the City should one or more City employees perform work for Consultant either directly or indirectly. Because of this, Consultant agrees that it shall not directly or indirectly, personally or through others, solicit or encourage, or attempt to solicit or encourage on Consultant's own behalf or on behalf of any other person or entity for hire or use the work of any employee or other consultant of the City or any of City's agents or officials. Consultant agrees to adhere to this requirement for a minimum of one year following termination of this Contract. This provision shall survive termination of this Contract.

ARTICLE VI
AUTHORIZATION

6.01 The City shall direct Consultant to commence Work on the Project by sending Consultant a "letter of authorization" to begin Work on the Project.

6.02 Upon receipt of the letter of authorization to begin Work on the implementation of the Project, Consultant shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions, methodologies and expectations; devising the criteria to be met for both interim goals and final completion of the Work.

6.03 Consultant shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Consultant shall be an independent consultant at all times and is not to be considered either an agent or an employee of the City.

ARTICLE VII
WARRANTY

7.01 As an experienced and qualified professional, Consultant warrants that the Work provided by Consultant reflects high professional and industry standards, procedures, and performances. Consultant warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other work under this Contract, pursuant to a high standard of performance in the field in which Consultant works. Consultant warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the work pursuant to this Contract. Approval or acceptance by the City of any of Consultant's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Consultant, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Consultant's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's Work products prepared by Consultant, its employees, associates, agents, or subconsultants.

7.02 Consultant shall keep the City informed of the progress of the Work and shall guard against any defects or deficiencies in its work.

7.03 Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable Work. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any Work found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable Work.

7.04 Consultant's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business.

ARTICLE VIII
INDEMNIFICATION AND RELEASE

8.01 Indemnity. The Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees, volunteers and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person,

including but not limited to Consultant, any of its subconsultants of any tier, or of any employee or invitee of Consultant or of any such subconsultants, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Consultant or by any such subconsultants of any tier, under this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

8.02 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 8.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

8.03 Release. The Consultant releases, relinquishes, and discharges the City, its officers, agents, volunteers and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE IX
INSURANCE

9.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below**:**

9.02 Types. During the term of this Contract Consultant's insurance policies shall meet the minimum requirements of this section.

(a) Commercial General Liability.

(b) Business Automobile Liability.

(c) Workers' Compensation/Employer's Liability.

(d) Professional Liability.

(e) Cyber Liability.

9.03 Certificates of Insurance. For each of these policies, the policy shall be endorsed to show the Consultant's insurance coverage as primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, on the most current State of Texas Department of Insurance-approved forms, attached hereto as **Exhibit C**, and approved by the City *before* work commences.

9.04 Additional Insurance. The Consultant shall include all subconsultants as Additional Insureds under its policies, or shall furnish separate certificates and endorsements for each subconsultant. Coverages for subconsultants shall be subject to all requirements stated herein.

9.05 General Requirements Applicable to All Policies. The following General requirements applicable to all policies shall apply:

(a) Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.

(b) Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.

(c) "Claims made" policies are not accepted, except for Professional Liability insurance.

(d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days written notice has been given to the City of College Station.

(e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:

i. The licensed insurance company is authorized to do business in the State of Texas

ii. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO

iii. All endorsements and coverages are included according to the requirements of this Contract

iv. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

(f) The City of College Station, its officials, agents, employees, and volunteers are to be named as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, agents, employees, and volunteers.

9.06 Commercial General Liability requirements. The following Commercial General Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A: VIII" or better in accordance with the current A. M. Best Key Rating Guide.

(b) Minimum limits of liability of $1,000,000 per occurrence per project with a $2,000,000 annual aggregate limit.

(c) Coverage shall be at least as broad as Insurance Service's Office (ISO) Number CG 00 01.

(d) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City's review and acceptance.

(e) The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and Host Liquor Liability.

(f) The City shall be named as Additional Insured and policies endorsed to waive rights of subrogation and to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

9.07 Business Automobile Liability requirements. The following Business Automobile Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

(b) Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

(c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

(d) The coverage shall include owned, leased or rented autos, non-owned autos, any autos and hired autos.

9.08 Workers' Compensation/Employer's Liability Insurance requirements. The Workers' Compensation/Employer's Liability insurance shall include the following terms:

(a) Employer's Liability limits of $1,000,000 for each accident is required.

(b) "Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04" shall be included in this policy.

(c) Texas must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

9.09 Professional Liability requirements. The following Professional Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.

(b) Minimum limits of liability of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000 unless otherwise agreed in writing by both parties. Financial statements shall be furnished to the City upon request.

(c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of work for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

9.10 Cyber Liability. Minimum limits of $5,000,000 for third party losses. Coverage must include:

(a) Event Management;

(b) Unauthorized Access/use;

(c) Computer Virus;

(d) Denial of Service Attack;

(e) Libel, Cyber-libel, Slander, Product Disparagement;

(f) Violation of Right of Privacy;

(g) Regulatory Costs;

(h) Privacy Costs- Privacy Injury and Identity Theft;

(i) Programming Errors & Omissions Liability;

(j) Replacement or Restoration of Electronic Data (First Person);

(k) Extortion Threats;

(l) Business Income and Extra Expense (to $1 million);

(m) Public Relations Expense; and

(n) Security Breach Expense.

ARTICLE X
TECHNOLOGY REQUIREMENTS

10.01 Cloud Provider. When some or all of the Contractor's Work involve being a Cloud Provider, the following shall apply:

(a) **Security Policies and Procedures.** The Contractor shall provide the City with copies of its information security policies and procedures within three (3) business days upon City's request covering:

i. Data Classification and privacy;

ii. Security training and awareness;

iii. Systems administration, patching and configuration;

iv. Incident response;

v. Managing workstations, mobile devices and antivirus applications;

vi. Backups, disaster recovery and business partners and contractors;

vii. Audit and testing schedules;

viii. Requirements for third-party business partners and contractors;

ix. Compliance with information security or privacy laws, rules, regulations or standards;

x. Evidence of background checks that support security of sensitive or confidential information;

xi. Disclosure of previous data breaches; and

xii. Any other relevant information regarding security policies or procedures.

(b) **Industry Best Practices.** Contractor must provide all services using the best commercially-available security technology and techniques according to industry best practices and standards; the City's security standards, policies and procedures including those relating to fraud prevention and detection and any other inappropriate system and network use or access, including:

i. Providing secure (SSL, HTTPS, or similar) access to all levels of users as defined by the City via the internet;

ii. Having controls meeting applicable laws and the latest Framework for Improving Critical Infrastructure Cyber security from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;

iii. Completely testing and applying patches for hardware bios/firmware, bare metal operating systems (e.g. VMware ESXi), virtualized server operating systems, and software products before release; and

iv. Having all servers providing work to the City solely physically located within the continental United States of America. Contractor must house all

servers and equipment in an operational environment meeting industry standards including a climate-controlled room with a fire and security hazard detection system and a network and electrical redundancy system, including backup Uninterruptable Power Supply (UPS) and automatic fail-over stand-by generators and physical security.

(c) Data Breach.

i. **Notice.** Contractor must immediately notify the City by telephone and email no later than twenty-four (24) hours if there is a reasonable probability of a data security incident. Contractor must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Contractor must:

1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;
2. Promptly implement necessary remedial measures; and
3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to make changes in business practices in providing the work, if necessary.

ii. Contractor Agreement Breach. If a data breach results from Contractor's breach of the Contract, Contractor must:

1. Bear any costs associated with the investigation and resolution of the data breach
2. Notify individuals, regulators and all others required by Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information;
3. Engage a credit monitoring service or identity protection service;
4. Publish a website or toll-free number and call center for affected individuals as required by state or federal law;
5. Complete all corrective actions as reasonably determined based on root cause; and
6. Send the City written findings and remedial measures from the data breach.

(d) Preventive Security Procedures. Contractor must:

i. Provide on-going software updates as they become available complying with the defined maintenance windows. The Contractor must completely test updates; including any bug fixes, patches and other improvements;

ii. Monitor system and error logs and perform preventive maintenance to minimize and predict system problems, including initiating and completing an appropriate response;

iii. Conduct a third-party independent security/vulnerability assessment at its own expense at least annually and submit the results of such assessment to the City;

iv. Agree to third-party application and vulnerability security scans and schedules;

v. Comply with the City's directions/resolutions to remediate security/vulnerability assessment results aligning with City Security Vulnerability Assessment Standards;

vi. Limit logical and physical access to all system components and provide access only to those individuals with a business need for work provided. Individuals who have access to systems and data must have a criminal background check;

vii. Annually audit the data center through an independent third-party auditor. Audit results must form part of the Contractor's applicable Service Organization Control (SOC) report. The audit results must comply with industry standard controls for data security and disaster recovery that the Contractor shall report to the City in writing; and

viii. Take all necessary measures to protect the data and encryption keys including, but not limited to the off-site servers daily backup according to industry best practices and encryption techniques.

(e) Disaster Recovery. Contractor must comply with any and all City disaster recovery and resiliency protocols to prevent system interruption. In the event of system breach, Contractor shall notify the City and restore the system within twenty-four (24) hours from discovery of breach.

(f) Closeout.

i. Agreement Expiration. When the Agreement term expires or terminates, and at any other time at the City's written request, Contractor must promptly return to the City all intellectual and physical property subject to the Agreement including, but not limited to system configuration data and information in file or document formats in the Contractor's possession or control.

ii. Access. The City will have access to export and retrieve its data for no less than ninety (90) days after the Agreement expiration or termination date. The City must be able to access its data at any time during the Agreement term in a readily readable, structured and documented format, such as CSV-format or some other standard format offered by the Contractor. The Contractor must provide the City transition work after Agreement expiration or termination at Contractor's then-current and generally-charged hourly rates.

iii. Data Removal. At the City's request upon Agreement expiration or termination, the Contractor must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data

remaining on Contractor's servers to the extent possible based on the then-current technology available. Contractor must provide the City a written and signed statement confirming data has been deleted, purged, overwritten or otherwise rendered inaccessible. The Contractor will not otherwise delete the City's data without City's prior written consent.

10.02 Premise Solutions. When some or all of the Contractor's Work involve providing Premise Solutions, the following shall apply:

(a) Requirements: Contract must:

i. Provide the City with its security architecture. The security architecture must at a minimum meet applicable laws and the latest Cybersecurity Framework for Improving Critical Infrastructure from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;

ii. Have data access limited to only required support service;

iii. Evidence of background checks that support security of the City's sensitive or confidential information;

iv. Notify the City within twenty-four (24) hours when any patches resulting from security vulnerability and threats become available;

v. Provide City with all applicable security assessments, audits and certifications related to system security annually;

vi. Train City staff on security-related procedures regarding system operation and maintenance; and

vii. Take all necessary measures to protect the City's data and data encryption when applicable.

(b) Data Breach.

i. **Notice.** Contractor must immediately notify the City by telephone and email no later than twenty-four (24) hours if there is a reasonable probability of a data security incident. Contractor must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Contractor must:

1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;

2. Promptly implement necessary remedial measures; and

3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to change business practices in providing the work, if necessary.

ii. **Contractor Agreement Breach.** If a data breach results from Contractor's breach of this Agreement, Contractor must:

1. Bear any costs associated with the investigation and resolution of the data breach;
2. Notify individuals, regulators and all others required by Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information;
3. Engage a credit monitoring service;
4. Publish a website or a toll-free number and call center for affected individuals as required by state or federal law;
5. Complete all corrective actions as reasonably determined based on root cause; and
6. Send the City written findings and remedial measures from the data breach.

(c) Data Removal. At the City's request upon Agreement expiration or termination, the Contractor must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Contractor's servers to the extent possible based on the then-current technology available. Contractor must provide the City a written and signed statement confirming data has been deleted, purged, overwritten or otherwise rendered inaccessible. The Contractor will not otherwise delete the City's data without City's prior written consent.

10.03 Background Checks. The Consultant agrees to assume all responsibility for and to perform background checks on all its employees, agents and assigns working on the Project. Such background checks include but are not limited to, criminal records and civil judgments, professional license verifications, motor vehicle records, social security number, court records, military service records, other public records reports, and verifications of employment, and education. This must be done prior to such individuals commencing their work on the Project. Consultant agrees to produce any and all background checks information as described herein when requested to the City. To the degree allowed by applicable law, City agrees to keep such information confidential.

10.04 Change Management. Any major change to the system shall be authorized and approved by the City. The changes will follow the change management process outlined by the City and in accordance with this Contract. All enhancements and upgrades shall be included in the change management scope of work. All changes will be reasonably tested by the vendor in accordance with the requirements of the City. All major upgrades with exception to emergency upgrades, such as to address a vulnerability, will be scheduled on a calendar and back-out plans presented to the City.

10.05 Work Completion. Unless explicitly provided for otherwise in this Contract or expressly mutually agreed upon by the parties in writing, the Work will be considered complete when it functions in the City's current technology environment.

ARTICLE XI
TERMINATION

11.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Consultant, in writing, who shall cease work immediately. Consultant shall be compensated for the work performed. In the event that the City terminates this Contract for convenience, the City shall pay Consultant for the work performed and expenses incurred prior to the date of termination.

11.02 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City or because of any breach of contract by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XII
MISCELLANEOUS TERMS

12.01 Venue and Applicable Law. This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.

12.02 Notices. Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

CITY:

City of College Station
Attn: Jeremiah Cook
P.O. Box 9960
College Station, Texas 77842
jcook @cstx.gov

CONSULTANT:

Tempest Inc.
Attn: Randy Fortes
randy.fortes@tempest.im
30 S. 15th Street Suite 1001
Philadelpha, PA 19102

12.03 Performance of Work. Consultant, its employees, associates or subconsultants shall perform all the Work hereunder. Consultant agrees that all of its associates, employees, or subconsultants who work on this Project shall be fully qualified and competent to do the Work described hereunder. Consultant shall undertake the Work and complete it in a timely manner.

12.04 Compliance. The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Consultant may not knowingly obtain the labor or work of an unauthorized alien. The Consultant, not the City, must verify eligibility for employment as required by IRCA.

12.05 Waiver. No waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

12.06 Assignment. This Contract and all rights and obligations contained herein may not be assigned by Consultant without the prior written approval of the City.

12.07 Invalidity. If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

12.08 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof added by Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

12.09 Entire Agreement. This Contract represents the entire and integrated agreement between the City and Consultant and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

12.10 Bound by Terms. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

12.11 Effective. This Contract goes into effect when duly approved by all the parties hereto.

12.12 No Boycott Israel. To the extent applicable, this Contract is subject to the following:

(a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Consultant verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;

(b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Consultant verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm

trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

(c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Consultant herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

- **A.** Scope of Work
- **B.** Payment Schedule
- **C.** Certificates of Insurance

Tempest, Inc.

By: Alex Heimann

Printed Name: Alex Heimann

Title: CEO

Date: 12/6/2023

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

_____

City Attorney

Date: _____

_____

Assistant City Manager/CFO

Date: _____

Exhibit A
Scope of Work

The terms and conditions of this Contract shall take precedence and control over any term or provision of the Scope of Services that in any way conflicts with, differs from, or attempts to alter the terms of this Contract.

SCHEDULE A: WEBSITE PROJECT SOW

Definitions

a. **"Fees"** means the fees for the Services as set forth in the Fee Schedule.

b. **"Design Direction Approval"** means the date where Client has approved and signed the design direction approval form.

c. **"Information Architecture Approval"** means the date where Client has approved and signed the information architecture approval form.

d. **"Go Live Date"** means the date where the Website Project is complete and publicly available on the World Wide Web.

e. **"Tempest Destination Suite for Craft™"**[1] means the website features and plugins designed and developed by Tempest for the Craft™ 3 CMS platform.

Fee Schedule

WEBSITE PROJECT	
CREATIVE AND DESIGN (Web Design)	$27,000.00
CONTENT STRATEGY AND INFORMATION ARCHITECTURE (Web Development)	$3,600.00
CONTENT MIGRATION (Web Development)	$9,375.00
SEARCH ENGINE OPTIMIZATION MIGRATION AND ANALYTICS CONFIGURATION (SEO)	$4,200.00
CRAFT™ 3 CMS IMPLEMENTATION (Content Management System)	$6,000.00
TEMPEST DESTINATION SUITE FOR CRAFT CORE FEATURES (Content Management System)	$27,000.00
TEMPEST DESTINATION SUITE FOR CRAFT OPTIONAL FEATURES (Content Management System)	$17,550.00
CUSTOM FEATURES(Content Management System)	$4,500.00
CMS TRAINING AND USER MANUALS (Web Support)	$1,200.00
TOTAL WEBSITE PROJECT FEE	$100,425.00

[1] Craft is a Trademark of Pixel and Tonic

ONGOING FEES (recurring on a yearly basis)	
TEMPEST DESTINATION SUITE FOR CRAFT™ 3 ANNUAL SUBSCRIPTION FEE	$10,100.00
ANNUAL WEBSITE HOSTING FEE	$4,800.00
TOTAL ONGOING FEES (Web)	$14,900.00
SEO SERVICES ($150.00/hour)	$24,000.00
TOTAL ONGOING FEES- SEO- NOT TO EXCEED	**$24,000.00**
PROFESSIONAL SERVICES (OPTIONAL)	
WEBSITE DEVELOPMENT SUPPORT SERVICES	$150.00/hour
CREATIVE AND DESIGN SERVICES	$150.00/hour
CONTENT SERVICES	$150.00/hour

Website Project Fees

a. **Fee Description.** This is a one-time only fee for the services listed in the Scope Of Services in this SOW for the Website Project.

b. **Payment Terms**. $50,212.50 (first half of Website Project Fee) will be paid as a down payment upon executing this agreement. The remaining $50,212.50 (last half of Website Project Fee) will be billed in two installments of $25,106.25 at Design Direction Approval Milestone and on October 1, 2024.

c. **Creative and Design.** Tempest will design a responsive design direction for the new website project. If an onsite Creative Brief is included as part of this website project the Client shall reimburse Tempest for any Travel Related Expenses and out of pocket expenses in the creative and design of the website project which are approved by Client.

d. **Content Strategy and Information Architecture.** Tempest will create a content inventory of the existing website and will create a new information architecture strategy including sitemap for new Client website.

e. **Search Engine Optimization Migration and Analytics Configuration.** Tempest will perform SEO migration activities to preserve existing keyword search engine rankings for Client website. Tempest will audit all existing analytics and tracking software to ensure all tags and monitoring scripts are migrated to the new website.

f. **Content Migration.** Tempest will migrate website data from other sources, provided that the Client has identified in writing, to the satisfaction of Tempest, the data source or sources to be accessed and the specific data the Client wishes to migrate to the new website and Tempest has determined that the migration of the data is feasible.

g. **Craft™ 3 CMS Implementation.** Tempest will integrate the approved Design Direction into the Craft™ 3 CMS. This includes all licensing fees for third party Craft™ 3 CMS Plugins that were not developed by Tempest.

h. **Tempest Destination Suite For Craft Core Features.** Tempest will integrate the Tempest Destination Suite for Craft™ 3 Core features listed in the Scope of Services into the new website.

i. **Tempest Destination Suite For Craft Optional Features.** Tempest will integrate the Tempest Destination Suite for Craft™ 3 Optional features listed in the Scope of Services into the new website.

j. **Custom Features.** Tempest will develop and integrate the custom features listed in the Scope Of Services into the new website.

k. **CMS Training And User Manuals.** Tempest will create custom User Manuals and will provide training to the Client's staff remotely through a webinar, covering the features, use and other information regarding Website Project .

l. **Onsite Training.** If onsite training is included as part of the website project, Tempest will provide training to the Client's staff at the Client's business location, covering the features, use and other information regarding Website Project . For onsite training the Client will be billed the cost of travel ("Travel Expenses"). Limitation on Training - Each training session is limited to 10 staff members per trainer.

m. **Travel Expenses.** Client shall reimburse Tempest for any Travel Related Expenses and out of pocket expenses related to this SOW as approved by Client and not to exceed a total amount of $4,000.00.

Tempest Destination Suite For Craft™ 3 Annual Subscription Fee

a. **Tempest Destination for Craft™ 3 Annual Subscription Fee.** Through payment of this fee, Client will receive regular and periodic upgrades to the Tempest Destination Suite for Craft™ 3 Core and Optional features defined in the Scope Of Services during the Contract term period when such updates become available. Client will also receive major updates to Craft™ 3 CMS as well as major updates to third party Craft™ 3 CMS Plugins not developed by Tempest within a reasonable time after any such update becomes available. Tempest will not provide or perform updates of third party software not developed for Craft™ CMS or by Tempest. The Subscription fee is locked in for the term of the Contract after October 1, 2024.

   i. **Go Live Date.** The parties agree the Go Live Date will be on or before September 30, 2024.

b. **Payment Terms.** Tempest shall send an invoice for $10,100.00 (Tempest Destination for Craft™ 3 Annual Subscription Fee) for the first year on October 1, 2024. Subsequent Tempest Destination for Craft™ Annual Subscription Fees will be billed on October 1, 2025 and October 1, 2026.

Annual Website Hosting Fee

a. **Annual Website Hosting Fee.** Upon payment of this fee, Tempest will host the Client website https://visit.cstx.gov. Hosting provided by Tempest includes reasonable bandwidth/computer processor needs based on expected usage. Tempest will notify Client in writing if Client's usage is approaching the threshold for reasonable bandwidth/computer processor needs. If Client's usage exceeds reasonable bandwidth/computer processor needs, Tempest reserves the right to increase hosting fees an additional $2,400.00 annually. Hosting does not include any third party software.

b. **Payment Terms.** Tempest shall send an invoice for $4,800.00 (Annual Website Hosting Fee) for the first year on October 1, 2024. Subsequent Annual Hosting Fees will be billed on October 1, 2025 and October 1, 2026.

PROFESSIONAL SERVICES

a. **Website Development Support Services.** Tempest offers additional Website Development Support services beyond what is covered in the Scope Of Services in this SOW. Tempest offers this additional professional service at the rate outlined in the fee schedule. Tempest will begin the Website Development Support services upon receiving a signed request or email from Client, describing the specifications, and approving the estimated fees. Website development services related to services listed in Scope Of Services in this SOW are included in the website project Fees within 30 days after Go Live Date.

b. **Creative and Design Services**. Tempest offers additional Creative and Design services beyond what is covered in the Scope Of Services in this SOW. Tempest offers this additional professional service at the rate outlined in the fee schedule. Tempest will begin the Creative and Design services upon receiving a signed request or email from Client, describing the specifications, and approving the estimated fees.

c. **Content Services**. Tempest offers additional Content services beyond what is covered in the Scope Of Services in this SOW. Tempest offers this additional professional service at the rate outlined in the fee schedule. Tempest will begin the Content Services upon receiving a signed request or email from Client, describing the specifications, and approving the estimated fees.

d. **SEO Services**. Tempest offers additional SEO services beyond what is covered in the Scope Of Services in this SOW. Tempest offers this additional professional service at the rate outlined in the fee schedule. Tempest will begin the SEO services upon receiving a signed request or email from Client, describing the specifications, and approving the estimated fees, with SEO Services fees not to exceed a total amount of $24,000.00 per year for three (3) years after October 1, 2024.

SCOPE OF SERVICES

SCOPE OF SERVICES	
CREATIVE AND DESIGN (includes Creative Brief, Tempest team member travel expenses for on-site visits covered by the client per section M of website projects fees in this agreement)	INCLUDED
CONTENT STRATEGY AND INFORMATION ARCHITECTURE	INCLUDED
SEARCH ENGINE OPTIMIZATION MIGRATION AND ANALYTICS CONFIGURATION	INCLUDED
CONTENT MIGRATION - Migration of page, blog, press/media & asset related content from https://visit.cstx.gov to new Craft™ 3 CMS website	INCLUDED
CRAFT™ CMS IMPLEMENTATION - Responsive design integration of approved Design Direction to new Craft™ 3 CMS website, includes licensing fees for 3rd party Craft non - Tempest Craft Plugins	INCLUDED
TEMPEST DESTINATION SUITE FOR CRAFT™ CORE FEATURES IMPLEMENTATION - Tempest Destination Suite For Craft™ Core Features and Functionality Listed Below	INCLUDED
Advanced Site Search	
Compliance Notification	
Deals And Coupons	
Destination Blog And Blog Authors	
Event Calendar	
Forms	
Hero Image Gallery (Photo and Video)	
Landing Pages	
Local Business Member/Partner Listings	
Sitewide Level Alerts	
Pagebuilder Showcase Blocks	
Press & Media Listings	
Saved Items and Map	
Sitemap	

Social Sharing (X/Facebook/Email)	
Staff Directory	
Weather Feed Integration	
TEMPEST DESTINATION SUITE FOR CRAFT™ OPTIONAL FEATURES IMPLEMENTATION - Tempest Destination Suite For Craft™ Optional Features and Functionality Listed Below	INCLUDED
iDSS API Partner Listings Integration	
iDSS API Deals Integration	
iDSS API Forms Listings Integration	
iDSS API Local Events Integration	
Facilities Search/Event Planning Compare	
Microsites	
Routing & Itinerary Maps	
CUSTOM FEATURES - Enhanced Custom Features below not included in Tempest Destination Suite for Craft™ Core Feature Set	INCLUDED
TripAdvisor Integration	
Bandwango Integration	
Threshold 360 Integration	
Constant Contact Form Integration	
CMS TRAINING AND USER MANUALS	INCLUDED

Project Timeline

Month	Project Phase	Milestone
1 - 3	Discovery & Strategy	Team introductions, brand and community research, website review and analysis, community immersion
2 - 6	Content Strategy	Content inventory and analysis, sitemap strategy and creation, information architecture (IA), content action plan
2 - 6	Creative & Web Design	New IA and creative assets incorporated into new design direction
2 - 6	Creative & Web Design	Responsive design direction delivered and approved
6 - 9	Content Migration & CRM API Integration	Pages and blogs, business listing, event listings, forms, deals, media and press
6 - 9	Website Development	Website development
6 - 9	Website Development	UI/UX, HTML, CSS, and JavaScript development, Craft™ 3 CMS implementation
9	Testing & Training	Client/external testing, CMS and website training, functionality QA, reasonable UI adjustments
10	Site Launch	Site launch

**Project timelines are estimates and may change due to unforeseen circumstances*

SCHEDULE B: iDSS CYCLONE STATEMENT OF WORK

Definitions

a. **"Client Support"** means Company acknowledgement and response to telephone calls and emails from Client asking questions about iDSS Cyclone or requesting help in using iDSS Cyclone.

b. **"Fees"** means the fees for the license to use the iDSS Cyclone and for the Services as set forth in the Fee Schedule.

c. **"Go Live Date"** means the point in time where Onboarding services are complete, iDSS Cyclone has been configured and enabled and is ready for the Client to use.

d. "**Standard Reports**" means the standard reports available in the iDSS Cyclone for use by Client.

e. "**Email Credit**" means one email credit is equal to one email sent to one email recipient from iDSS Cyclone through the iDSS Email Campaigns Feature.

f. "**iDSS Legacy Version**" means iDSS Version 8 or other prior versions.

g. **"iDSS Cyclone"** means iDSS Cyclone Version 1.

Fee Schedule

ONBOARDING SERVICES	
SETUP AND CONFIGURATION OF CLIENT iDSS CYCLONE INSTANCE	INCLUDED
DATA MIGRATION AND TRANSFORMATION	INCLUDED
TRAINING - webinar training	INCLUDED
TOTAL ONBOARDING COSTS (Customer Relationship Management)	$11,700.00
ONGOING COSTS (recurring on a yearly basis)	
iDSS CYCLONE SUBSCRIPTION FEE (Customer Relationship Management)	$12,000.00
TOTAL ONGOING COSTS	$12,000.00

PROFESSIONAL SERVICES (optional)	
CONSULTING SERVICES	$150.00/hour
CUSTOM REPORT AND REPORT DEVELOPMENT SERVICES	$150.00/hour
CUSTOM FEATURE AND INTEGRATION DEVELOPMENT SERVICES	$150.00/hour
CREATIVE AND DESIGN SERVICES	$150.00/hour
DATA UPDATE, TRANSFORMATION AND CLEANSING SERVICES	$150.00/hour
EMAIL CREDITS	$0.009/credit
ONSITE TRAINING	$1,200.00 per trainer per day

Onboarding Services Fee

a. **Fee Description.** This is a one-time only fee for Onboarding Services listed in the Scope of Services in this SOW for Onboarding.

b. **Payment Terms.** $5,850.00 (first half of Onboarding Fee) will be paid as a down payment upon executing this SOW. The remaining $5,850.00 (last half of Onboarding Fee) and $12,000.00 (iDSS Cyclone Subscription Fee) will be due and billed on October 1, 2024. Subsequent iDSS Cyclone Subscription Fees will be billed on October 1, 2025 and October 1, 2026.

c. **Setup and Configuration of Client iDSS CRM Instance.** Company will configure the IDSS Cyclone instance in preparation for client use.

d. **Data Migration and Transformation.** Company will migrate Client data to iDSS Cyclone from other sources, provided that the Client has identified in writing, to the satisfaction of Company, the data source or sources to be accessed and the specific data the Client wishes to migrate to iDSS Cyclone and Company has determined that migration of the data is feasible.

e. **Onsite Training.** If an onsite Training is included as part of Onboarding, Company will provide training to Client's staff at Client's business location covering the features, use and other information regarding iDSS Cyclone. Client shall reimburse Company for any Travel Related Expenses and out-of-pocket expenses which are approved by Client. Limitation on Training - Each training session is limited to 10 staff members per trainer.

f. **Travel Expenses.** Client shall reimburse Company for any Travel Related Expenses and out-of-pocket expenses related to this SOW which are approved by Client.

g. **Onboarding Services After Go Live Date.** Client Requested Services related to the Onboarding Services in Scope of Services in this SOW will be included in the Onboarding Services Fee for twenty (20) business days after Go Live Date.

iDSS Cyclone Subscription Fee

a. **iDSS Cyclone Subscription Fee**. Through payment of this fee, the Client has the right to continued use of iDSS Cyclone during the term of the Contract. This fee includes regular upgrades and client support. The iDSS Cyclone fee is locked in for the termperiod. Company shall send an invoice for iDSS Cyclone Subscription Fee on October 1, 2024. Subsequent iDSS Cyclone Subscription Fees will be billed on October 1, 2025 and October 1, 2026.

    i. **Go Live Date.** The parties agree the Go Live Date will be on or before September 30, 2024.

Professional Services

Company provides the following professional services beyond the scope of this SOW at the rates outlined in the fee schedule.

a. **Consulting Services.** Company offers best practice consulting to assist Client in streamlining processes, auditing internal processes, and reinforcing best practices. Company offers this additional professional service at the rate outlined in the fee schedule. This service can be performed on-site with a minimum of eight (8) hours and the Client agrees to pay all documented Travel Related Expenses and out-of-pocket expenses as approved by Client. This service can also be performed remotely, billable by the hour with a minimum of four (4) hours.

b. **Custom Report Development Services.** Company makes available a wide variety of standard reports included in iDSS Cyclone. Company may also prepare custom reports if Client requests at their expense. Company offers this additional professional service at the rate outlined in the fee schedule. Company will begin development of the report upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.

c. **Custom Feature and Integration Development Services.** Company offers this additional professional service at the rate outlined in the fee schedule. If the requested feature is a possible customization, Company will begin customizing the feature upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.

d. **Creative and Design Services.** Company offers additional Creative and Design services beyond what is covered in the Scope Of Services in this SOW. Company offers this additional professional service at the rate outlined in the fee schedule. Company will begin the Creative and Design services upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.

e. **Data Update, Transformation, and Cleansing Services.** Company offers additional Data Updates, Transformation and Cleansing services beyond what is covered in the scope of services in this SOW. Company offers this additional professional service at the rate outlined in the fee schedule. Company will begin the data update, transformation and cleansing services upon receiving a signed request or email from Client, describing the specifications, and approving the timeline and estimated fees.

f. **Email Credits**. iDSS Cyclone includes the iDSS Email Campaigns feature that allows users to design and distribute email campaigns. Email Credits can be purchased in blocks of 50,000 Email Credits at the rate outlined in the fee schedule. Email overage charge of $.0125 per email credit will be assessed if insufficient email credits are available at the time of email campaign delivery. Licensing of this feature requires agreement to Schedule C: Anti Spam Policy.

g. **Onsite Training.** Company offers additional onsite training beyond what is covered in the scope of services in this SOW. Company offers this additional onsite training at the rate outlined in the fee schedule. Additional training can be performed onsite with a minimum of one (1) day and the Client agrees to pay all documented Travel Related Expenses and out-of-pocket expenses as approved by Client.

SCOPE OF SERVICES

SCOPE OF SERVICES	
ONBOARDING SERVICES	
SETUP AND CONFIGURATION OF CLIENT iDSS CYCLONE INSTANCE	INCLUDED
DATA MIGRATION AND TRANSFORMATION - migration and transformation of existing client data from Simpleview CRM	INCLUDED
TRAINING - webinar training	INCLUDED
iDSS CYCLONE CORE SUBSCRIPTION (including iDSS Email Campaigns (10,000 annual Email Credits, iDSS Extranet)	INCLUDED

Onboarding & Migration Timeline

Weeks	Project Phase	Milestone
1 - 4	Kick-off & Discovery	Data transfer, Tempest data review, client interviews
5 - 16	Data Migration & Transformation	The process of transporting data between applications, storage devices or formats.
16 - 22	Testing & Validation	Implementation of inspection and structured testing as a measure of quality assurance
22 - 23	CRM Training & Launch	Virtual training
23 - 24	Go Live	iDSS go live

**Project timelines are estimates and may change due to unforeseen circumstances*

SCHEDULE C: ANTI-SPAM POLICY

Company requires all clients to certify their compliance with the following Anti-Spam policy as well as the opt-in status of email distribution lists.

Your use of the iDSS Cyclone must comply with all applicable laws. This includes laws applicable to you and also laws applicable to Tempest and the recipient of each Email. Examples of applicable laws include laws relating to spam or unsolicited commercial email (UCE), privacy, security, obscenity, defamation, intellectual property, pornography, terrorism, homeland security, gambling, child protection, and other applicable laws. It is your responsibility to know and understand the laws applicable to your use of the Services and the Emails you generate and send through the Services.

Your use of iDSS Cyclone must follow all applicable guidelines established by Company. The guidelines below are examples of practices that may violate this Policy when generating or sending Emails through the iDSS Email Campaigns:

- Using non-permission based Email lists (i.e., lists in which each recipient has not explicitly granted permission to receive Emails from you by affirmatively opting-in to receive those Emails).
- Using purchased or rented Email lists.
- Sending Emails to non-specific addresses (e.g., webmaster@domain.com or info@domain.com).
- Sending Emails that result in an unacceptable number of spam or UCE complaints (even if the Emails themselves are not actually spam or UCE).
- Failing to include a working “unsubscribe” link in each Email that allows the recipient to remove themselves from your mailing list.
- Failing to comply with any request from a recipient to be removed from your mailing list within ten (10) days of receipt of the request.
- Failing to include in each Email a link to the then-current Privacy Policy applicable to that Email.
- Disguising the origin or subject matter of any Email or falsifying or manipulating the originating email address, subject line, headers, or transmission path information for any Email.
- Failing to include in each Email your valid physical mailing address or a link to that information.
- Including “junk mail,” “chain letters,” “pyramid schemes,” incentives (e.g., coupons, discounts, awards, or other incentives) or other material in any Email that encourages a recipient to forward the Email to another recipient.

Exhibit B
Payment Terms

SELECT ONE:

☑ Compensation is based on ***actual*** hours of work/time devoted to providing the described work. The Consultant will be paid at a rate of $_____ per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for ***actual,*** non-salary expenses at the rate of _____ percent ***(_____%)*** above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract ($ 268,825.00).

The Consultant must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, professional fees, work, and expenses. The City will pay such invoices according to its normal payment procedures.

-OR-

☐ Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the work and written acceptance by the City.

Schedule of Payment for each phase:

EXHIBIT B
PAYMENT TERMS

Payment is a fixed fee in the amount listed in Article III of this Contract. This amount shall be payable by the City pursuant to the Schedule listed below and upon Completion of the services and written acceptance by the City.

The Consultant may submit monthly invoice to the City, accompanied by an expenditure of charges, professional fees, services, and expenses. The City will pay such invoice according to its normal payment procedures.

SCHEDULE OF PAYMENTS:

Payment 1: Upon Execution of the Contract, receipt of invoice and normal processing:	
Website	$ 50,212.50
CRM & Onboarding	5,850.00
Payment 1 Total	**$ 56,062.50**
Payment 2: Upon approval of "Design Direction Approval"	
Website	$ 25,106.25
Payment 2 Total	**$ 25,106.25**
October 1, 2024	
Website	$ 25,106.25
Annual Website	14,900.00
CRM & Onboarding Annual	17,850.00
Search Engine Optimization	24,000.00
October 2024	**$ 81,856.25**
First Year Contract Payments	**$163,025.00**
October 1, 2025	
Website	$ 10,100.00
Annual Website	4,800.00
CRM	12,000.00
Search Engine Optimization	24,000.00
Second Year Contract Payments	**$ 50,900.00**
October 1, 2026	
Website	$ 10,100.00
Annual Website	4,800.00
CRM	12,000.00
Search Engine Optimization	24,000.00
Second Year Contract Payments	**$ 50,900.00**
Travel Expenses	
Date of Execution-October 1, 2024	
Not to Exceed	**$ 4,000.00**
(Receipts must be itemized for reimbursement)	
TOTAL CONTRACT	**$268,825.00**

Exhibit C
Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Wharton/Lyon & Lyon PO Box 1660 Livingston NJ 07039 License#: BR-787709	**CONTACT NAME:** Kellie Mooney **PHONE (A/C, No, Ext):** 973-863-2820 **FAX (A/C, No):** **E-MAIL ADDRESS:** kmooney@whartoninsurance.com
INSURED TEMPINT-01 Tempest Interactive Media LLC., Tempest, Inc., iDSS Global LLC, & Destination Sign 30 S. 15th Street, Suite 1001 Philadelphia PA 19102	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Continental Casualty Company — 20443 **INSURER B :** CNA — 35289 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 684025354 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			B4031355889	1/26/2023	1/26/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			B4031355889	1/26/2023	1/26/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	[ ] **UMBRELLA LIAB** [X] OCCUR [X] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			B6046092784	1/26/2023	1/26/2024	EACH OCCURRENCE AGGREGATE 	$ 2,000,000 $ 2,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
A A	Professional Liability /Cyber Employee Benefits Liability			B4031355889 B4031355889	1/26/2023 1/26/2023	1/26/2024 1/26/2024		$5,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is subject to policy terms, conditions, and exclusions.

RE: Contract #24300178

The City of College Station, its officials, agents, employees, and volunteers are included as Additional Insureds on a primary noncontributory basis in regard to the Commercial General Liability and Business Automobile Liability Policies when required by written contract. Waiver of subrogation when required by written contract.

CERTIFICATE HOLDER

City of College Station
Attn: Risk Manager
PO Box 9960
College Station TX 77808

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert L Silva

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/21/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	Justworks Customer Success	
Doug Jones (Justworks) c/o Artex Risk Solutions, Inc. P.O. Box 13838 Scottsdale, AZ 85267	PHONE (A/C, No, Ext):	(888) 534-1711	FAX (A/C, No):
	E-MAIL ADDRESS:	support@justworks.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Justworks Employment Group LLC Labor Contractor, for co-employees of: Tempest Interactive Media LLC
PO Box 7119 Church Street Station
New York, NY 10008-7119

COVERAGES **CERTIFICATE NUMBER:** 23NY017966317 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 11-23-986-05	06/01/2023	06/01/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
				Location Coverage Period:	06/01/2023	06/01/2024	**Client#** 27054-PA	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage is provided for only those co-employees of, but not subcontractors to:
Tempest Interactive Media LLC
30 S 15th Street Ste 1001
Philadelphia, PA 19102

Contract #24300178

CERTIFICATE HOLDER

City of College Station
Attn: Risk Manager
PO Box 9960
College Station, TX 77808

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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December 11, 2023
Item No. 8.5.
Cherry Street Parking Removal

Sponsor: Carl Ahrens, Staff Planner

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time,” of the Code of Ordinances of the City of College Station, Texas, by removing parking on the southeast side of Cherry Street between Second Street and College Main Street and modifying parking on the northwest side of Cherry Street to restrict parking within 215 feet of College Main Street and within 30 feet of the intersection with Second Street.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approval of the ordinance.

Summary: The proposed ordinance provides no parking anytime along the southeast side of Cherry Street between College Main Street and Second Street. The parking removal is needed to ensure the Fire Department has adequate fire access to the proposed high-rise project at the corner of Cherry Street and College Main Street. On-street parking has previously been removed on the northwest side of Cherry Street in this area. The high-rise project will include parking for their project within their building. As part of this ordinance, on-street parking that is currently permitted on the inside of the curve will be allowed on the northwest side of Cherry Street instead. On-street parking will remain restricted for the first 215 feet along the northwest side of Cherry Street from the intersection of College Main Street and Cherry Street. Approximately 170 feet will be allowed before the last 30 feet crossing prior to the intersection of Cherry Street and Second Street where parking will remain restricted due to sight visibility at the intersection.

The applicant held a public meeting on the evening of October 23, 2023 to discuss the removal of the on-street parking. The applicant emailed property owners and residents in the vicinity of the project. The only participants in the meeting were related to the project and City staff. Following the meeting, a property owner in the vicinity of the project along Cherry Street reached out to the applicant and requested that City staff consider removing on-street parking in front of their property as well due to safety concerns regarding reduced visibility with parking on the inside of the curve. Due to this, City staff is proposing removing on-street parking on the inside of the curve and allowing it on the outside of the curve of Cherry Street.

Budget & Financial Summary: N/A

Attachments:
1. Ordinance
2. Parking Removal Exhibit

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES," ARTICLE VI "TRAFFIC SCHEDULES," SECTION 38-1014 "TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING AT ANY TIME BY REMOVING PARKING ON THE SOUTHEAST SIDE OF CHERRY STREET BETWEEN SECOND STREET AND COLLEGE MAIN STREET AND MODIFYING PARKING ON THE NORTHWEST SIDE OF CHERRY STREET TO RESTRICT PARKING WITHIN 215 FEET OF COLLEGE MAIN STREET AND WITHIN 30 FEET OF THE INTERSECTION WITH SECOND STREET, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar ($1.00) and not more than two thousand dollars ($2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 11th day of December, 2023.

ATTEST:

_____
City Secretary

APPROVED:

_____
Mayor

APPROVED:

_____
City Attorney

Exhibit A

That Chapter 38, "Traffic and Vehicles," Article VI. "Traffic Schedules", Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," is hereby amended to reflect the following changes:

Remove:

Traveling on	***Between***	***Travel Direction***	
Cherry Street	Boyett Street and College Main	West	No parking any time

Add:

Traveling on	***Between***	***Travel Direction***	
Cherry Street	Second Street and College Main Street	Northeast	No parking any time
Cherry Street	College Main Street to 215 feet from College Main Street	Southwest	No parking here to corner
Cherry Street	30 feet from the intersection with Second Street to Second Street	Southeast	No parking here to corner

Parking Removal

Parking Addition

December 11, 2023
Item No. 8.6.
Greens Prairie EST Rehabilitation Design Contract Change Order

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a change order with Dunham Engineering, LLC. for $101,500 for construction and inspection phase services for the Greens Prairie Elevated Storage Tank Rehabilitation Project.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this change order.

Summary: Dunham Engineering, LLC, is currently under contract to design the Greens Prairie Elevated Storage Tank Rehabilitation project. The current design contract does not include construction and inspection phase services. The Greens Prairie Elevated Storage Tank (EST) is anticipated to start in January 2024 and this change order will add construction and inspection phase services to Dunham Engineering, LLC's design contract.

Budget & Financial Summary: A total of $2,700,000 is included for this project in the Water Capital Improvement Projects Fund. A total of $248,500 has been expended or committed to date, with $1,969,000 reserved for construction, leaving a balance of $482,500.

Attachments:
1. Change Order 3
2. Project Location

CHANGE ORDER NO. 3 DATE: 11-16-2023 Contract No. 19300493
PO No. 20201950 PROJECT: Greens Prairie Elevated Storage Tank Rehabilitation

OWNER:
City of College Station
P.O. Box 9960
College Station, Texas 77842

CONTRACTOR:
Dunham Engineering, LLC
6102 Imperial Loop Ph: (979) 690-6555
College Station, TX 77845 Fax:

PURPOSE OF THIS CHANGE ORDER:
A. Addition of construction and inspection phase services.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	LS	Addition of construction/inspection phase services	$101,500.00	0	1	$101,500.00
					TOTAL	$101,500.00

THE NET AFFECT OF THIS CHANGE ORDER IS 14.75 % INCREASE

ORIGINAL CONTRACT AMOUNT	$305,000.00		
CHANGE ORDER NO. 1	($66,500.00)	-21.80%	% CHANGE
CHANGE ORDER NO. 2	$10,000.00	3.28%	% CHANGE
CHANGE ORDER NO. 3	$101,500.00	33.28%	% CHANGE
REVISED CONTRACT AMOUNT	$350,000.00	14.75%	% TOTAL CHANGE

ORIGINAL CONTRACT TIME		Days
Time Extension No. 2		Days
Revised Contract Time	0	Days

SUBSTANTIAL COMPLETION DATE
REVISED SUBSTANTIAL COMPLETION DATE

APPROVED

A/E CONTRACTOR	Date	DEPARTMENT DIRECTOR	Date
CONSTRUCTION CONTRACTOR	Date	ASST CITY MGR - CFO	Date
PROJECT MANAGER	Date	CITY ATTORNEY	Date
CITY ENGINEER	Date	CITY MANAGER	Date

Greens Prairie EST Rehabilitation

Legend

- Project Location
- BCAD Parcels

N

PRIVATE DRIVE D

PRIVATE DRIVE B

PRIVATE DRIVE D

ON RAMP SH 6 S SB FROM SH 6 S SB

WILLIAM D FITCH PARKWAY

WILLIAM D FITCH PARKWAY

FRONTAGE 6 ROAD EAST

STATE HIGHWAY 6 S

STATE HIGHWAY 6 S

FRONTAGE 6 ROAD WEST

PRIVATE DRIVE D

PRIVATE DRIVE E

PRIVATE DRIVE F

WILLIAM D FITCH PARKWAY

GREENS PRAIRIE ROAD

FRONTAGE 6 ROAD WEST

PRIVATE DRIVE C

PRIVATE DRIVE G

PRIVATE DRIVE C

PUBLIC WAY

PUBLIC WAY

GREENS PRAIRIE ROAD

PUBLIC WAY

0 262.5 525 1,050 1,575 2,100 Feet

December 11, 2023
Item No. 8.7.
Rifle resistant body armor

Sponsor: Rodney Sigler

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on purchasing rifle resistant body armor from GT Distributors with Office of the Governor grant funds for $218,869.86.

Relationship to Strategic Goals:
Good governance

Recommendation(s): Staff respectfully recommends approving purchase of rifle resistant body armor from GT Distributers.

Summary: The grant was awarded and activated on September 26th, 2023 from the Office of the Governor. In the wake of the school shooting in Uvalde, TX the Office of the Governor responded with this grant in order to better equip law enforcement agencies to engage more safely in high risk shooting scenarios. The use of rifle resistant body armor helps protect officers in situations where a long rifle is being utilized. The grant provides for body armor for every police officer in the department as well as the City Marshall and each of his deputies. All of these officers are in positions that could put them in the path of rifle ammunition in the course of their duties. These units of body armor are level III which is rated to stop a rifle round. Purchase of bullet resistant body arm is being made through BuyBoard Cooperative Contract 698-23. All products and services on BuyBoard Cooperative have been carefully and competitively bid and awarded based on Texas Law by the Local Government Purchasing Cooperative.

Budget & Financial Summary: Funds have been awarded and are available from Grant #4837501.

Attachments:
1. Rifle Resistant Body Armor Quote

Quote	QTE0167979
Date	10/11/2023
Page:	1

GT Distributors - Austin
1124 New Meister Ln., Ste 100
Pflugerville TX 78660
(512) 451-8298 Ext. 0000

Bill To:

College Station, City of (TX)
PO Box 9973
Attn: Accounting Division
College Station TX 77842-9973

Ship To:

College Station (TX)
300 Kreneck Tap Road
Attn: Matt Ford
College Station TX 77840

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
ARMOR 10.11.23	000094	AP	FACTORY DIRECT	NET 15	0/0/0000	2,708,869

Quantity	Item Number	Description	UOM	Unit Price	Ext. Price
159	PTA-1302567*	TAC PR™ Traditional Modular Webbing, Buckle	EA	$270.94	$43,079.46
318	PTA-1314832*	Protech DT206C Level III 10x12 Multi Curve Sh	EA	$448.25	$142,543.50
159	PTA-1219669-LT5A*	Protech LT Series Pouch M4 Dual Mag 30rd	EA	$61.85	$9,834.15
159	PTA-1219671-TP20*	Protech Medical Pouch	EA	$44.18	$7,024.62
318	PTA-1223589-PL*	Protech 8.5X3 Police ID Patch	EA	$7.36	$2,340.48
159	PTA-1219279-P*	Protech Plate Rack Carry Bag DN6458	EA	$88.35	$14,047.65
1	NOTES:	Notes: Quotation reflects BuyBoard Contract 603-20. Contract period 04/01/22-03/31/23. Email BuyBoard PO's to info@buyboard.com	EA	$0.00	$0.00
1	NOTES:	Notes: Quote valid for 30 days. Freight will vary with quantity changes. COLOR: BLACK Lead time: 60-90 days	EA	$0.00	$0.00

QUOTE IS GOOD FOR 30 DAYS. IN ORDER TO RECEIVE QUOTED PRICE PLEASE PRESENT A COPY OF QUOTE AT POINT OF SALE IN STORES OR REFERENCE QUOTE NUMBER ON PO OR REQUISITION

Thank you, Your Salesperson is Brent Russell

Subtotal	$218,869.86
Misc	$0.00
Tax	$0.00
Freight	$0.00
Total	$218,869.86

Vendor Contract Information Summary

Vendor	GT Distributors, Inc.
Contact	DAVID CURTIS
Phone	512-451-8298
Email	sales@gtdist.com
Vendor Website	www.gtdist.com
TIN	74-2339528
Address Line 1	1124 New Meister Lane
Address Line 2	Suite 100
Vendor City	Pflugerville
Vendor Zip	78660-6937
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Public Safety and Firehouse Supplies and Equipment
Contract No.	698-23
Effective	04/01/2023
Expiration	03/31/2026
Accepts RFQs	Yes

December 11, 2023
Item No. 8.8.
License to Encroach - 1502 Harvey Road 200

Sponsor: Lucas Harper

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding a resolution authorizing a license agreement with SRB College Station, LLC pertaining to an approximately 495-square foot building canopy encroachment into a 33-foot wide public utility easement located on Lot 1, Block 1 of the Post Oak Mall Subdivision, according to the plat recorded in Volume 517, Page 689 of the Official Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: An approximate 11-foot 9-inch projection of a column-supported canopy overhang constructed on the building face of the property at 1502 Harvey Rd 200 was constructed into the limits of an existing 33-foot wide public utility easement. The encroachment does not conflict with any utilities and consent has been granted by all City and franchised utilities. Additionally, access to the existing water line located in the easement is maintained due to the 12-foot 6-inch vertical clearance provided by the canopy.

Budget & Financial Summary: N/A

Attachments:
1. Resolution
2. Exhibit A to Resolution - License Agreement
3. Exhibit A to License Agreement - Property Description
4. Vicinity Map
5. Location Map
6. Application

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS MAKING CERTAIN FINDINGS OF FACT AND AUTHORIZING THE MAYOR TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND SRB COLLEGE STATION, LLC PERTAINING TO THE APPROXIMATELY 495 SQUARE FOOT BUILDING CANOPY ENCROACHMENT, INTO THE 33-FOOT WIDE PUBLIC UTILITY EASEMENT LOCATED ON LOT 1, BLOCK 1 OF THE POST OAK MALL SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 517, PAGE 689 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, has received an application for a license to encroach into a public utility easement; and

WHEREAS, the City of College Station has enacted Ordinance No. 1645 regulating, controlling and governing encroachments into the City's easements; and

WHEREAS, the applicant has agreed to accept the terms of the License Agreement as presented to them; and

WHEREAS, in order for a license to be granted by the City Council of the City of College Station, the Council must make certain findings; now, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION:

PART 1: That after hearing the application of SRB College Station, LLC to encroach into the public utility easement, the City Council of the City of College Station, finds the following:

1. That there are special circumstances or conditions affecting the property involved such that the strict enforcement of encroachment policies would deprive the applicant of the reasonable use of the property.

2. That the license is necessary for the preservation and enjoyment of the substantial property right of the applicant.

3. That the utilization of the easement area for the access to and the operation of utilities, including drainage, will not be impaired.

4. That the granting of the license will not be detrimental to the public health, safety, or welfare or injurious to another party in the area.

PART 2: That the Mayor is hereby authorized to execute on behalf of the City of College Station a License Agreement with SRB College Station, LLC pertaining to the encroachment of a portion of a structure located at Lot 1, Block 1 of the Post Oak Mall Subdivision, into the public utility easement area. The terms of said License Agreement are as set forth in the form which is attached hereto as **Exhibit "A"** and incorporated herein by reference for all purposes.

ADOPTED this 11th Day of December, 2023.

ATTEST:

_____
City Secretary

APPROVED:

_____
City Attorney

APPROVED:

_____
Mayor

LICENSE AGREEMENT

THE STATE OF TEXAS *
* KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BRAZOS *

That the City of College Station (hereinafter referred to as "LICENSOR"), acting through the undersigned official who is so empowered by resolution of the City Council to so act in consideration of the agreement made herein by SRB College Station, LLC (hereinafter referred to as "LICENSEE"), owner of Lot 1, Block 1 of the Post Oak Mall Subdivision, according to the plat recorded in Volume 517, Page 689 of the Official Records of Brazos County, Texas, hereby grants a license to the said LICENSEE to permit a portion of a structure located on a portion of Lot 1, Block 1 of the Post Oak Mall Subdivision, College Station, Texas, to encroach upon the 33 foot wide Public Utility Easement, as shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes, owned and occupied by the City of College Station, Brazos County, Texas, but such improvements shall be at all times not in contact with any electric, water, sewer, or other utility, or equipment, or interfere in any way with such utility, including any drainage structures which are servicing the improvements and other property, and subject to the following terms and conditions:

Neither the granting of the license, nor any related permit, constitutes an abandonment by LICENSOR of its property, easement or easements, or any other rights in and to the above-described property. LICENSEE expressly stipulating and agreeing by LICENSEE's acceptance of this license that LICENSEE neither asserts nor claims any interest or right of any type or nature whatsoever, legal, equitable or otherwise in or to LICENSOR's property.

LICENSEE hereby expressly covenants, stipulates and agrees, without limitation, to indemnify and defend the LICENSOR and hold it harmless from any and all liability, claim, cause of action, and cost, including attorneys' fee, and including any acts or omissions of the LICENSOR, its officers, agents, and employees, which may grow out of or be attributable to the granting by the LICENSOR of said license and any supplemental license which may hereafter be issued in connection herewith including any inspections which may be conducted in connection with or pursuant to said license or any supplemental license.

LICENSEE, at its own expense, shall restore or cause to be restored the subject property to as good a condition as existed prior to construction of the improvements which are the subject of this License Agreement. LICENSEE shall pay all costs of relocation of any public utilities or facilities that may be incurred as a result of the proposed construction or actual construction.

LICENSEE agrees to comply with all laws and ordinances in the construction and maintenance of said improvements.

LICENSOR retains the right, but not the obligation, to enter upon the land to which this license applies and at LICENSEE's expense to remove any structure or improvements or alterations thereon upon the determination by LICENSOR that such removal is necessary for exercising LICENSOR's rights or duties in regard to said easement, or for protecting persons or property, or public interest in regard to said right-of-way.

This license, until its expiration or revocation, shall run with the title to the above-described real property, and the terms and conditions hereof shall be binding upon subsequent owners or holders thereof. LICENSEE shall cause any immediate successors in interest to have factual notice of this License Agreement.

This license shall expire automatically upon removal of the improvements located upon the property pursuant to this license, and shall expire as to any portion of said improvements upon the removal, whether or not all of the proposed improvements are removed.

This license is revocable by the LICENSOR upon the occurrence of any of the following conditions or events:

A. LICENSEE or its successors or assigns have failed to comply with the terms of the granting of the license; or

B. The improvements located thereon or any portion of them interfere with the rights of the LICENSOR or the public in or to LICENSOR's property; or

C. The use of the licensed area becomes necessary for a public purpose; or

D. Said improvements or a portion of them constitute a danger to the public which is not remediable by maintenance or alteration of the said improvements; or

E. Said improvements or a portion of them have expanded beyond the scope of the license; or

F. Maintenance or alteration necessary to alleviate danger to the public has not been made within a reasonable time after the dangerous condition has arisen.

This license shall be effective upon the acceptance of the terms hereof by the LICENSEE, as indicated by the signature of LICENSEE.

The license shall be filed of record in the Official Public Records of the County Clerk of the Brazos County Courthouse.

APPROVED this the _____ day of _____, 20__.

APPROVED:

SRB College Station, LLC
LICENSEE

BY: SRB HOLDINGS, LLC
Member

BY: ECRE HOLDINGS, LLC
Member

BY:_____
James Michael Montgomery, Manager

BY:_____
Karl D. Williams, Manager

BY:_____
Edward Chalupa, Manager

APPROVED:

CITY OF COLLEGE STATION,
LICENSOR

BY:_____
JOHN NICHOLS, Mayor

ATTEST:

_____
TANYA SMITH, City Secretary

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 20__, by John Nichols, as Mayor of the City of College Station, a Texas Municipal Corporation, on behalf of said Corporation.

_____
Notary Public in and for
the State of T E X A S

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 20___, by James Michael Montgomery as Manager of ECRE HOLDINGS, LLC, Member of SRB HOLDINGS, LLC, Member of SRB COLLEGE STATION, LLC of, on behalf of said SRB COLLEGE STATION, LLC.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 20___, by Karl D. Williams as Manager of ECRE HOLDINGS, LLC, Member of SRB HOLDINGS, LLC, Member of SRB COLLEGE STATION, LLC of, on behalf of said SRB COLLEGE STATION, LLC.

_____
Notary Public in and for the State of Texas

STATE OF TEXAS)
)
COUNTY OF BRAZOS)

CORPORATE ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 20___, by Edward Chalupa as Manager of ECRE HOLDINGS, LLC, Member of SRB HOLDINGS, LLC, Member of SRB COLLEGE STATION, LLC of, on behalf of said SRB COLLEGE STATION, LLC.

_____
Notary Public in and for the State of Texas

FIELD NOTES DESCRIPTION

OF A

15'x33' AREA FOR LICENSE TO ENCROACH

MORGAN RECTOR LEAGUE SURVEY, ABSTRACT 46

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 15'x33' AREA FOR LICENSE TO ENCROACH IN THE MORGAN RECTOR LEAGUE SURVEY, ABSTRACT 46, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 1, BLOCK 1, OF POST OAK MALL, FILED IN VOLUME 517, PAGE 689, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT); SAID 15'x33' AREA BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a mag nail found for a northeasterly corner of said Lot 1 and being an interior ell corner of Lot 4, Block 1, of said Post Oak Mall;

THENCE, through said Lot 1, **S 36° 18' 21" W**, for a distance of **213.68 feet** to a point for corner being the **POINT OF BEGINNING** hereof;

THENCE, continuing through said Lot 1 for the following four (4) courses and distances:

1) **S 70° 05' 00" E**, for a distance of **15.00 feet** to a point for corner, from which the City of College Station Monument, CS94-127 bears S 59° 11' 33" E, a distance of 2,203.86 feet;
2) **S 19° 55' 28" W**, for a distance of **33.00 feet** to a point for corner, from which a cut in concrete found for the south corner of said Lot 1 and an interior ell corner of said Lot 4 bears S 03° 01' 43" E, a distance of 116.19 feet;
3) **N 70° 05' 00" W**, for a distance of **15.00 feet** to a point for corner;
4) **N 19° 55' 28" E**, for a distance of **33.00 feet** to the **POINT OF BEGINNING** hereof and containing **495.00 square feet**, more or less.

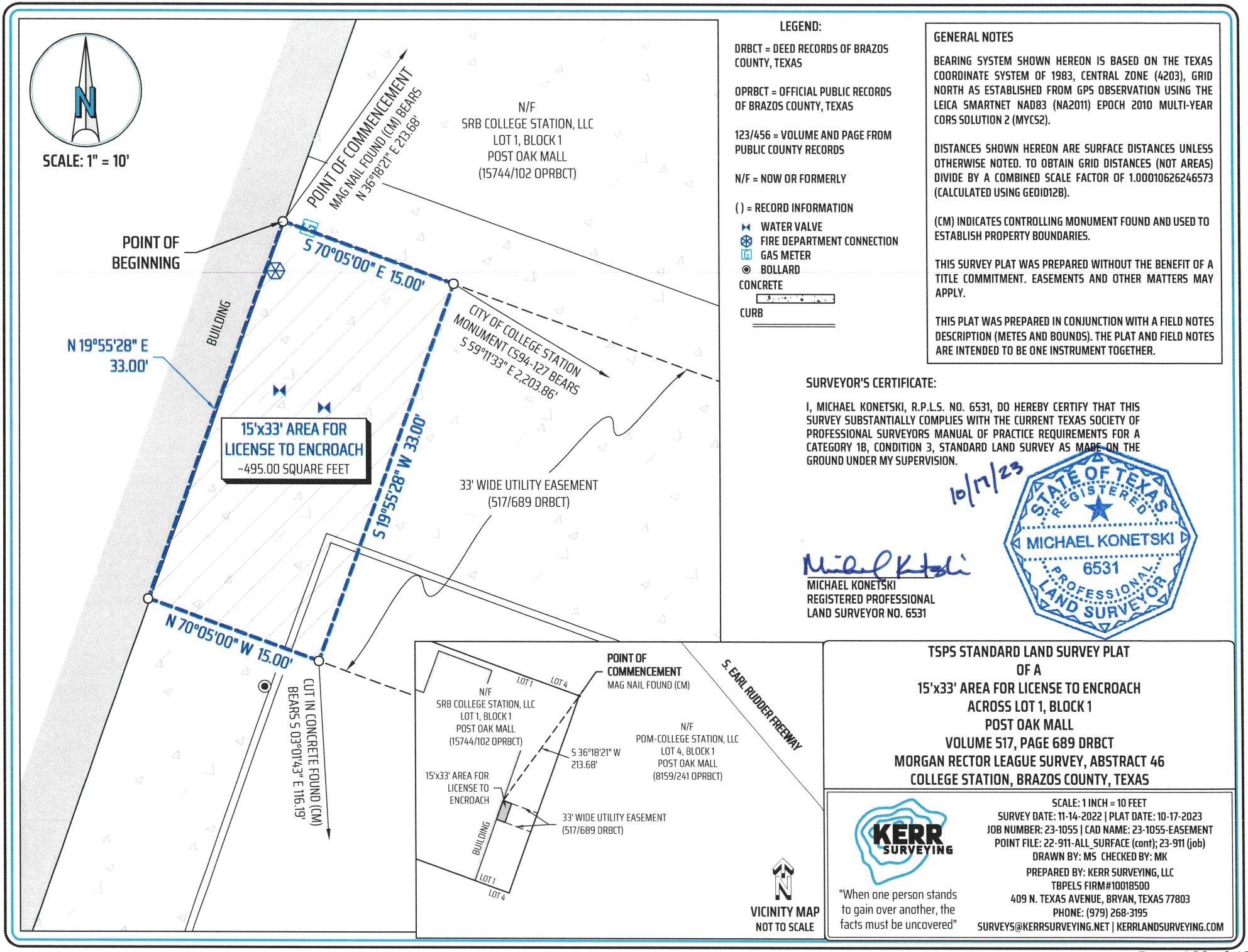
Surveyed on the ground November 2022 under my supervision. See plat prepared October 2023 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010626246573 (calculated using GEOID12B). Reference drawing: 23-1055-EASEMENT.

STATE OF TEXAS
REGISTERED
MICHAEL KONETSKI
6531
PROFESSIONAL
LAND SURVEYOR

Michael Konetski 10/17/23

Michael Konetski
Registered Professional Land Surveyor No. 6531

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

- WATER VALVE
- FIRE DEPARTMENT CONNECTION
- GAS METER
- BOLLARD

CONCRETE

CURB

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010626246573 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

SURVEYOR'S CERTIFICATE:

I, MICHAEL KONETSKI, R.P.L.S. NO. 6531, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 3, STANDARD LAND SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.

10/17/23

STATE OF TEXAS
REGISTERED
MICHAEL KONETSKI
6531
PROFESSIONAL
LAND SURVEYOR

MICHAEL KONETSKI
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6531

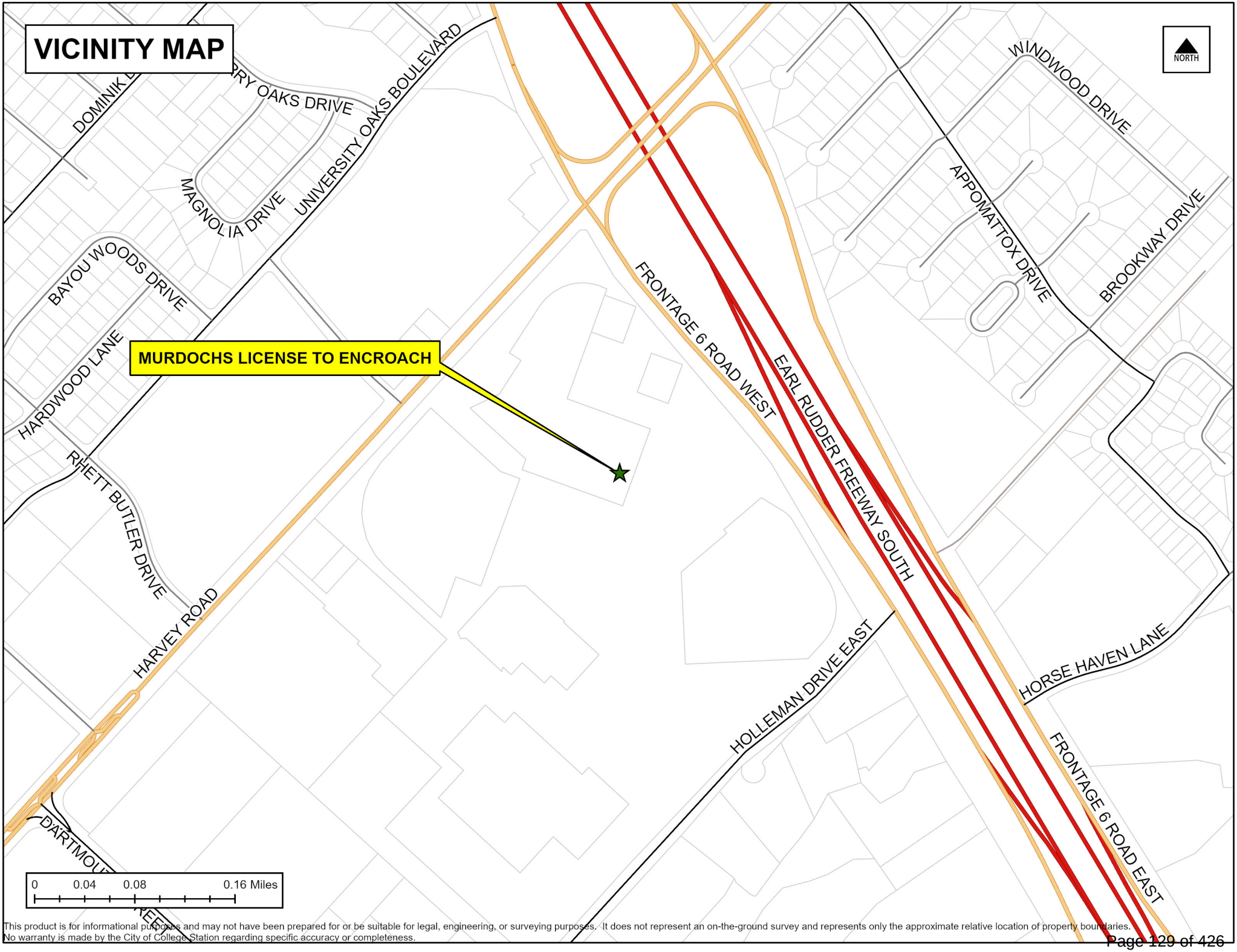
TSPS STANDARD LAND SURVEY PLAT
OF A
15'x33' AREA FOR LICENSE TO ENCROACH
ACROSS LOT 1, BLOCK 1
POST OAK MALL
VOLUME 517, PAGE 689 DRBCT
MORGAN RECTOR LEAGUE SURVEY, ABSTRACT 46
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

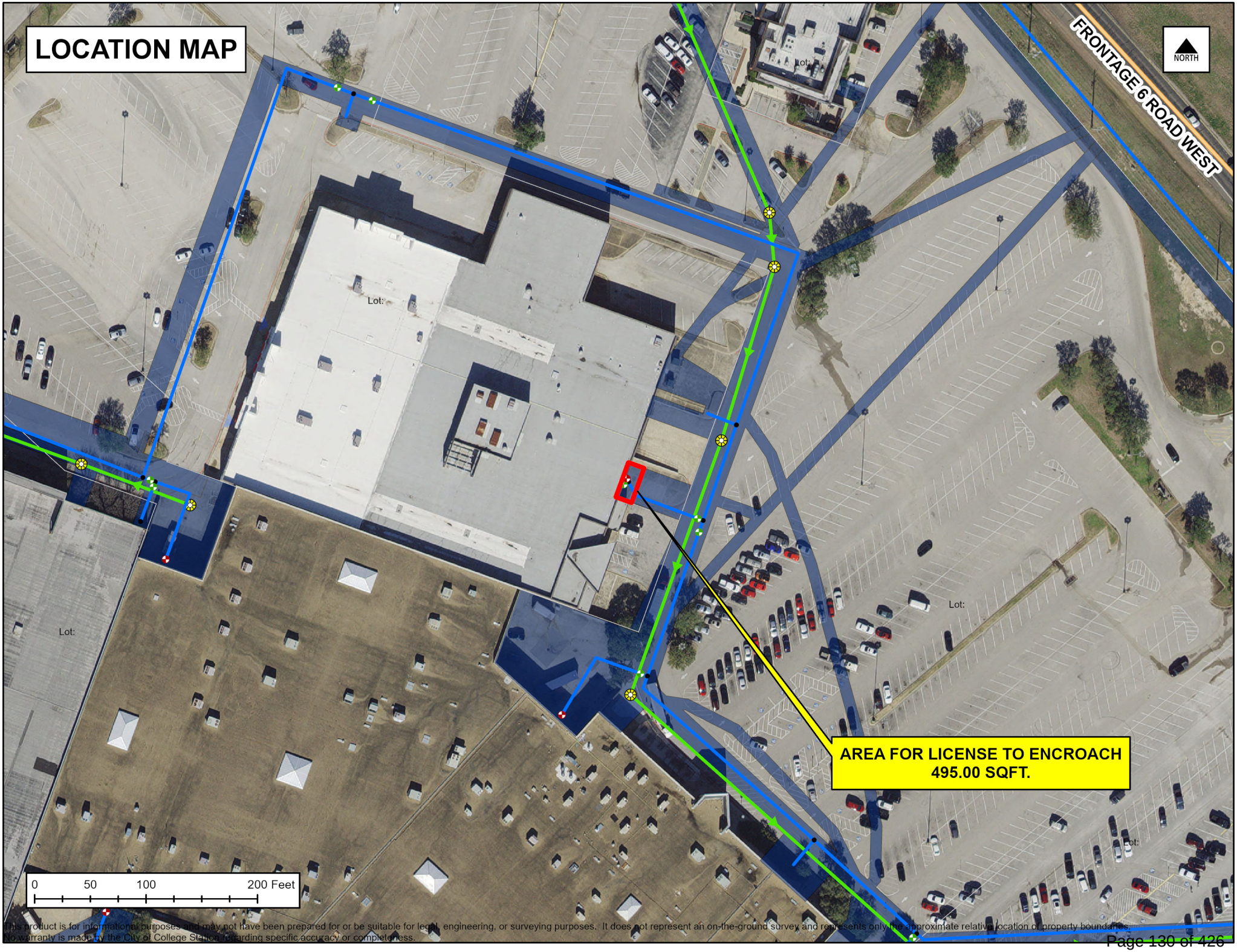
"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 10 FEET
SURVEY DATE: 11-14-2022 | PLAT DATE: 10-17-2023
JOB NUMBER: 23-1055 | CAD NAME: 23-1055-EASEMENT
POINT FILE: 22-911-ALL_SURFACE (cont); 23-911 (job)
DRAWN BY: MS CHECKED BY: MK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
No warranty is made by the City of College Station regarding specific accuracy or completeness.



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.

CITY OF COLLEGE STATION
Home of Texas A&M University®

PROCEDURE FOR A LICENSE TO ENCROACH UPON A PUBLIC UTILITY EASEMENT

A. An application for a License to Encroach upon a public utility easement by the City of College Station must be made pursuant to the procedure described below in order to get a request before the City Council. The application should insure that all stipulations and instructions outlined herein have been complied with prior to submission of the final application for action by the City Council of the City of College Station.

1. Application required

   Attached to this information sheet is an application form for encroachment upon a public utility easement.

2. Submission deadline

   The application must be completed and returned to the Planning and Development Services Department. The Planning and Development Services Department will circulate the application among the various City departments for review and approval. After all City departments have executed the application, the Engineering Department will place the application on the next Council agenda. The City Council holds regular sessions on the second and fourth Thursdays of the month at 7:00 p.m. An applicant may attend the meeting, if desired. The item will be presented by the staff. After Council consideration of the request, the applicant will be notified of the action taken by the Council relative to the encroachment request.

3. Exhibits

   a. Exhibit No. 1

      You must provide, attached to the application, two sealed copies of the metes and bounds description of that portion of the public utility easement sought to be encroached upon, prepared by a Registered Public Surveyor. Please note, an employee of the Engineering Department, by law, cannot prepare legal descriptions for you.

   b. Exhibit No. 2

      You must provide, attached to the application, two copies of a plat or detailed sketch of the easement proposed to be encroached upon. Again, this item is most easily furnished by a licensed land surveyor. It must clearly show the surrounding areas to the nearest streets in all directions, abutting lots, and the block or blocks in which the area sought to be encroached upon is located. It shall also show the names of the record owners of the lots abutting the area sought to be encroached.

   c. Exhibit No. 3

      Exhibit No. 3 must be executed by the various utility companies shown. As applicant you are responsible for circulating the application and securing the signatures of the authorized representatives.

   d. Exhibit No. 4

      Exhibit No. 4 must be executed by the various City of College Station staff. The Planning and Development Services Department will be responsible for circulating the application amongst the City departments.

   e. Exhibit No. 5

      Exhibit No. 5 constitutes the consent of the abutting property owners (other than the applicant) to the encroachment. The full names, addresses and signatures are required for all who consent to the requested encroachment. The names and addresses of those who cannot be contacted should appear under Item No. 6 on with the appropriate explanation made.

B. In the preparation of your application, should you encounter any problems or have questions, the answers to which you are unable to find in this information sheet, please do not hesitate to contact the Planning and Development Services Department for assistance.

C. By Council Resolution No. 8-23-01-11.6, the fee for an application has been set at $827.01, which is non-refundable. Applications are reviewed for completeness within ten (10) days of the application deadline. If incomplete, the applicant will be notified of the information needed to complete the application. If the application is not completed within forty-five (45) days of the original submittal being deemed incomplete, the application will expire and the application fee forfeited.

FOR OFFICE USE ONLY	
CASE NO.:	
DATE SUBMITTED:	
TIME:	
STAFF:	

LICENSE TO ENCROACH APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ License to Encroach Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ All exhibits processed (except for Exhibit No. 4 which will be processed by staff).

LOCATION OF PUBLIC UTILITY EASEMENT BEING ENCROACHED UPON (include legal description):

1502 Harvey Rd, College Station TX, 77840
Lot One (1), Block One (1), Post Oak Mall, City of College Station, according to the plat therof recorded in Volume 517,Page 689, Deed Records, Brazos County, TX.

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name *Jack Powers* E-mail *jack@elmcreekrealestate.com*

Street Address *616 Browning Dr*

City *McKinney* State *TX* Zip Code *75071*

Phone Number *(417) 619-3401* Fax Number

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name *SRB College Station LLC.* E-mail *karl@elmcreekinvestments.com*

Street Address: *4641 Nall Rd*

City *Farmers Branch* State *TX* Zip Code *75244*

Phone Number *(214) 367-5400* Fax Number

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

owner — 10-23-23

Signature and title — Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the encroachment of that portion of the above right-of-way/public utility easement particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such License to Encroach.

2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the portion of the public utility easement sought to be encroached upon, prepared by a Registered Public Surveyor.

3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be encroached upon and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described public utility easement is situated, together with the record owners of such lots.

4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the License to Encroach.

5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the License to Encroach.

6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name *No Abutting Property Owners* E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name *No Abutting Property Owners* E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name *No Abutting Property Owners* E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That there are special circumstances or conditions affecting the property involved such that the strict enforcement of encroachment policies would deprive the applicant of the reasonable use of his property.

Special circumstance is the easement running to the tenant facade face.

8. That the license is necessary for the preservation and enjoyment of the substantial property right of the applicant.

In order to deliver an appealing facade for Murdochs as well as the city of College Station this encroachment is necessary.

9. That the utilization of the easement area for the access to and the operation of utilities, including drainage, will not be impaired.

Not impaired...access to utility is maintaned.

10. That the granting of the license will not be detrimental to the public health, safety, or welfare or injurious to another party in the area.

Not detrimental to public safety as there is no structural component over utilities.

11. Such public utility easement has been and is being used as follows:

It is being used for water.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Signature and title

10-23-23
Date

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 23 day of October, 2023 by Karl Williams.

CHRISTINE BENNETT
NOTARY PUBLIC
STATE OF TEXAS
ID 126387738
EXP. 02-28-2027

CBennett
Notary Public in and for
the State of Texas

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of that portion of the public utility situated in *The Morgan Rector League Survey,Abstarct 46 in College Station,Brazos County,Texas,Lot 1,Block 1, of Post Oak Mall* Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be encroached upon.

FIELD NOTES DESCRIPTION

OF A

15'x33' AREA FOR LICENSE TO ENCROACH

MORGAN RECTOR LEAGUE SURVEY, ABSTRACT 46

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 15'x33' AREA FOR LICENSE TO ENCROACH IN THE MORGAN RECTOR LEAGUE SURVEY, ABSTRACT 46, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 1, BLOCK 1, OF POST OAK MALL, FILED IN VOLUME 517, PAGE 689, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS (DRBCT); SAID 15'x33' AREA BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a mag nail found for a northeasterly corner of said Lot 1 and being an interior ell corner of Lot 4, Block 1, of said Post Oak Mall;

THENCE, through said Lot 1, **S 36° 18' 21" W**, for a distance of **213.68 feet** to a point for corner being the **POINT OF BEGINNING** hereof;

THENCE, continuing through said Lot 1 for the following four (4) courses and distances:

1) **S 70° 05' 00" E**, for a distance of **15.00 feet** to a point for corner, from which the City of College Station Monument, CS94-127 bears S 59° 11' 33" E, a distance of 2,203.86 feet;
2) **S 19° 55' 28" W**, for a distance of **33.00 feet** to a point for corner, from which a cut in concrete found for the south corner of said Lot 1 and an interior ell corner of said Lot 4 bears S 03° 01' 43" E, a distance of 116.19 feet;
3) **N 70° 05' 00" W**, for a distance of **15.00 feet** to a point for corner;
4) **N 19° 55' 28" E**, for a distance of **33.00 feet** to the **POINT OF BEGINNING** hereof and containing **495.00 square feet**, more or less.

Surveyed on the ground November 2022 under my supervision. See plat prepared October 2023 for other information. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010626246573 (calculated using GEOID12B). Reference drawing: 23-1055-EASEMENT.

STATE OF TEXAS
REGISTERED
MICHAEL KONETSKI
6531
PROFESSIONAL
LAND SURVEYOR

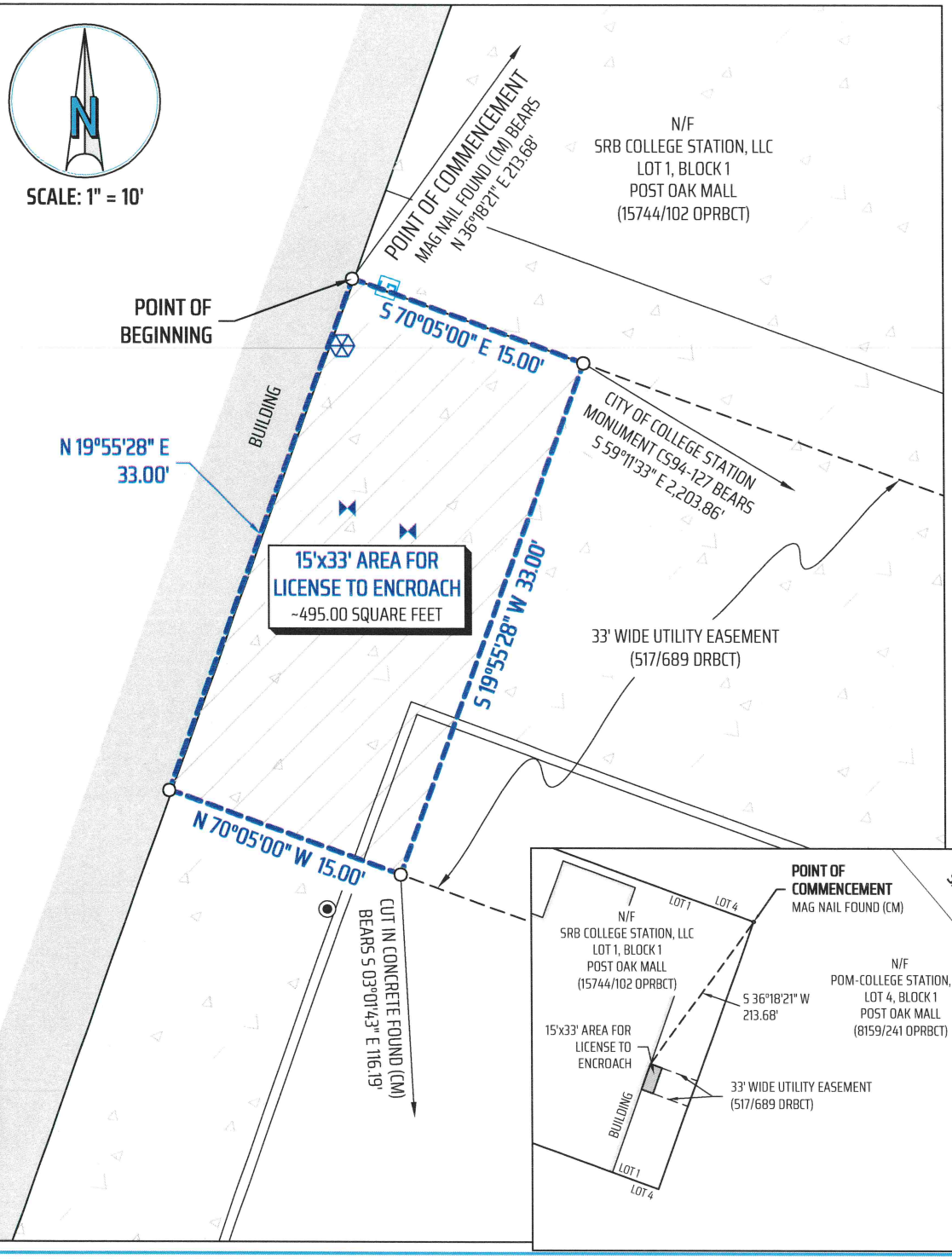
Michael Konetski 10/17/23

Michael Konetski
Registered Professional Land Surveyor No. 6531

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

EXHIBIT NO. 2

Attached are two copies of a plat or detailed sketch of the public utility easement sought to be encroached upon in the above- mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public utility easement sought to be encroached upon is situated, and the addition or subdivision in which the portion of the public utility easement sought to be encroached upon is situated. Also, the names of record owners of the abutting lots are shown.



LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

- WATER VALVE
- FIRE DEPARTMENT CONNECTION
- GAS METER
- BOLLARD

CONCRETE

CURB

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010626246573 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

SURVEYOR'S CERTIFICATE:

I, MICHAEL KONETSKI, R.P.L.S. NO. 6531, DO HEREBY CERTIFY THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS MANUAL OF PRACTICE REQUIREMENTS FOR A CATEGORY 1B, CONDITION 3, STANDARD LAND SURVEY AS MADE ON THE GROUND UNDER MY SUPERVISION.

10/17/23

STATE OF TEXAS
REGISTERED
MICHAEL KONETSKI
6531
PROFESSIONAL
LAND SURVEYOR

MICHAEL KONETSKI
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6531

TSPS STANDARD LAND SURVEY PLAT
OF A
15'x33' AREA FOR LICENSE TO ENCROACH
ACROSS LOT 1, BLOCK 1
POST OAK MALL
VOLUME 517, PAGE 689 DRBCT
MORGAN RECTOR LEAGUE SURVEY, ABSTRACT 46
COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 10 FEET
SURVEY DATE: 11-14-2022 | PLAT DATE: 10-17-2023
JOB NUMBER: 23-1055 | CAD NAME: 23-1055-EASEMENT
POINT FILE: 22-911-ALL_SURFACE (cont); 23-911 (job)
DRAWN BY: MS CHECKED BY: MK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
409 N. TEXAS AVENUE, BRYAN, TEXAS 77803
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

Application for License to
Encroach a Public Utility Easement
Location: Murdoch's - Post Oak Mall

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public utility easement sought to be encroached upon in the Application for License to Encroach above referred to, do hereby consent to the encroachment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: Compliance Supervisor

VERIZON TELEPHONE COMPANY

By: Kevin Moseley

Title: Manager of Engineering

SUDDENLINK COMMUNICATIONS / Optimum

By: _____

Title: Supervisor - Ops Construction 10/17/2023

BRYAN TEXAS UTILITIES

By: _____

Title: Engineering Design Manager

Application for License to Encroach a Public Utility Easement

Location: 1502 Harvey Road 200

EXHIBIT NO.4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above the standpoint of City of College Station ordinances and with respect to resent and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

X

City Engineer
City of College Station

X

Building Official
City of College Station

X

Zoning Official
City of College Station

X

Fire Marshal
City of College Station

X

Elecrtic Department
City of College Station

X

Water Services Department
City of College Station

X

Public Works Director
City of College Station

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public utility easement named and described in the Application for License to Encroach a Public Utility Easement referred to above, do hereby consent to such license.

NAME: N/A; Applicant is the only abutting property
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

NAME: _____
ADDRESS: _____

December 11, 2023
Item No. 8.9.
Brazos County MUD No. 1 Bond Resolution

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution consenting to the issuance of bonds by the Brazos County Municipal Utility District No. 1 in an amount not to exceed $8,715,000 for road improvements.

Relationship to Strategic Goals:
Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): City staff recommends the adoption of the Resolution.

Summary: On January 9, 2014, the City Council passed Resolution No. 01-09-14-01 adopting a policy on the creation, operation, and dissolution of Municipal Utility Districts located within the City's incorporated limits or its extraterritorial jurisdiction. Pursuant to the policy, the City Council consented to the formation of Brazos County Municipal Utility District #1 within the City's extraterritorial jurisdiction (the "District") by Resolution No. 03-27-14-01, passed on March 27, 2014. In further compliance with the policy, the City and the District entered into a Utility Agreement Between the City of College Station and Brazos County MUD No. 1 on May 16, 2016 (Contract No. 10300449). Pursuant to the Utility Agreement, the District is authorized to issue, sell, and deliver bonds in compliance with the City's policy and with the City Council's approval.

On November 15, 2023, the Board of Directors for the District approved a cost summary for the issuance of Bonds for $8,715,000 in road construction bonds within the District and authorized moving forward with the sale of the Bonds subject to the City's approval of the bond sale.

In order for the bond issuance to proceed, the District's draft resolution authorizing the issuance of the bonds must be approved by the City Council to the extent that such resolution is in compliance with the City's policy.

The District's representatives met with the City Manager's Office and City Attorney on November 28, 2023, to discuss the resolution, Preliminary Official Statement, and the schedules showing debt service requirements.

Budget & Financial Summary: There is no financial impact to the City regarding this resolution. Financial impact to the City of College Station will only occur if the area is annexed in the future.

Attachments:
1. Brazos County MUD 1 Resolution Road Bonds 2024
2. 20231106_BIR
3. Brazos County MUD 1 - No Growth Cash Flow (11.09.23)
4. Brazos County MUD 1 - POS V1.5 (11.09.23)
5. Brazos County MUD 1 - Preliminary Timetable (11.20.23)
6. Brazos County MUD 1 - Projected Debt Service Schedule (11.09.23)

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CONSENTING TO THE SALE AND ISSUANCE OF UNLIMITED TAX ROAD BONDS, SERIES 2024, FOR THE BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 IN AN AMOUNT NOT TO EXCEED $8,715,000.00.

WHEREAS, On January 9, 2014, the City Council of the City of College Station, Texas, passed Resolution No. 01-09-14-01 adopting a city policy setting out the creation, operation, and dissolution of municipal utility districts located within the City's incorporated limits or its extraterritorial jurisdiction (the Policy); and

WHEREAS, on March 27, 2014, the City Council of the City of College Station, Texas, consented to the creation of Brazos County Municipal Utility District No. 1 (the District) by Resolution No. 03-27-14-01; and

WHEREAS, on May 16, 2016, the City Council of the City of College Station, Texas, approved a Utility Agreement Between the City of College Station and the Brazos County MUD No. 1 (Contract No. 10300449) and a subsequent amendment on December 2, 2016; and

WHEREAS, the Utility Agreement authorizes the District to issue, sell, and deliver bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner and as permitted or provided by federal law, the general laws of the State of Texas and the City's Consent Resolution; and

WHEREAS, the Utility Agreement further requires that the authorizing resolution of the Board of Directors must be approved by the City Council to the extent such resolution is in compliance with the City's Policy; and

WHEREAS, after reviewing the preliminary official statement and other supporting documents furnished by the District, the City has determined that the issuance of Unlimited Tax Road Bonds, Series 2024, in an amount not to exceed **$8,715,000.00** is in accordance with the Utility Agreement, adopted resolutions, and all other agreements between the City and the District; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the facts and recitations set forth in this Resolution are declared true and correct.

PART 2: That the City Council hereby consents to the sale and issuance of Unlimited Tax Road Bonds, Series 2024, in an amount not to exceed **$8,715,000.00** as authorized by the District's Board of Directors by resolution in substantially the form as attached herein in **Exhibit A**.

PART 3: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this 11th day of December, 2024.

ATTEST:

_____
City Secretary

APPROVED:

_____
Mayor

APPROVED:

_____
City Attorney

EXHIBIT A

RESOLUTION AUTHORIZING THE ISSUANCE OF $8,715,000 BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 UNLIMITED TAX ROAD BONDS, SERIES 2024

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

WHEREAS, the bonds hereinafter authorized were duly and favorably voted at an election held in the District on November 5, 2019; and

WHEREAS, the Board of Directors of the District hereby determines that bonds in the amount of $8,715,000 should be issued, as a portion and the second installment of the $104,060,000 bonds voted at such election, leaving the remaining $93,345,000 of such bonds, and any other bonds as may hereinafter be authorized by the District voters, to be issued at a later date; Now, Therefore

BE IT RESOLVED BY THE BOARD OF DIRECTORS OF BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 THAT:

1. Definitions. Throughout this resolution the following terms and expressions as used herein shall have the meanings set forth below:

"Accounting Principles" means the accounting principles described in the notes to the Audit as such principles may be changed from time to time to comply with State laws or regulations.

"Act" means Chapters 49 and 54, Texas Water Code, as amended.

"Annual Financial Information and Operating Data" means the financial information and operating data of the general type included in the final Official Statement authorized by this Resolution under the headings "DISTRICT DEBT," (except under the subheading "Estimated Direct and Overlapping Debt Statement")," "TAX DATA," and in "APPENDIX A" (Financial Statements of the District).

"Audit" means the audited financial statements of the District prepared by an independent auditor in accordance with the rules of the Texas Commission on Environmental Quality in effect at such time.

"Blanket Issuer Letter of Representations" means the Blanket Issuer Letter of Representations between the District, the Registrar and DTC.

"Board" means the Board of Directors of the District.

"Bond" or "Bonds" means one or more bonds of the issue of Brazos County Municipal Utility District No. 1 Unlimited Tax Road Bonds, Series 2024, authorized in this Resolution, unless the context clearly indicates otherwise.

"Business Day" means any day which is not a Saturday, Sunday, or a day on which the Registrar is authorized by law or executive order to remain closed.

"Closing Date" means on _____, 2024.

"Code" means the Internal Revenue Code of 1986, as amended.

"District" means Brazos County Municipal Utility District No. 1.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"EMMA" means the Electronic Municipal Market Access System established by the MSRB.

"Financial Obligation" shall have the meaning of such word as used under the Rule.

"Initial Bond" means the Initial Bond authorized by Section 4 of this Resolution.

"Initial Purchaser" means the initial purchaser of the Bonds identified in Section 23 of this Resolution.

"Interest Payment Date," when used in connection with any Bond, means September 1, 2024, and each March 1 and September 1 thereafter until maturity or prior redemption of such Bond.

"Material" shall have the meaning of such word as used under federal securities laws.

"MSRB" means the Municipal Securities Rulemaking Board.

"Obligated Person" shall have the meaning of such word as used under the Rule.

"Paying Agent" means the Registrar.

"Record Date" means, for any Interest Payment Date, the fifteenth calendar day of the month next preceding each Interest Payment Date.

"Register" means the books of registration kept by the Registrar in which are maintained the names and addresses of, and the principal amounts of the Bonds registered to, each Registered Owner.

"Registered Owner" means any person who shall be the registered owner of any outstanding Bond.

"Registrar" means The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, and its successors in that capacity.

"Resolution" as used herein and in the Bonds means this Resolution authorizing the Bonds.

"Road Capital Projects Fund" means the fund referred to in this Resolution.

"Road Debt Service Fund" means the debt service fund confirmed in this Resolution.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

2. Authorization. The Bonds shall be issued in fully registered form, without coupons, in the total aggregate amount of EIGHT MILLION SEVEN HUNDRED AND FIFTEEN THOUSAND DOLLARS ($8,715,000) for the purpose or purposes of purchasing, constructing, acquiring, owning, maintaining, operating, repairing, improving, extending, or paying for inside and outside the district's boundaries, any and all macadamized, graveled or paved roads or facilities in aid thereof, including but not limited to, associated drainage and storm water detention facilities, landscaping and irrigation, and all works, improvements, facilities, equipment, appliances, interests in property, all costs associated with flood plain and wetlands regulation (including mitigation) and endangered species and stormwater permits (including mitigation), and contract rights necessary or convenient therefor, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III, Constitution of Texas, the Act, and the Water Code.

3. Designation, Date, and Interest Payment Dates. The Bonds shall be designated as the "BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 UNLIMITED TAX ROAD BONDS, SERIES 2024," and shall be dated January 1, 2024. The

Bonds shall bear interest at the rates set forth below from the later of January 1, 2024, or the most recent Interest Payment Date to which interest has been paid or duly provided for, calculated on the basis of a 360-day year of twelve 30-day months, interest payable on September 1, 2024, and semiannually thereafter on each March 1 and September 1 until maturity or prior redemption.

4. Initial Bond; Interest Rates; Maturities; Principal Amounts and Denominations. The Bonds shall be issued bearing the numbers, in the principal amounts, and bearing interest at the rates set forth in the following schedule, and may be transferred and exchanged as set out in this Resolution. The Bonds shall mature on September 1 in each of the years and in the amounts set out in such schedule. The Initial Bond shall be numbered IB-1 and all other Bonds shall be numbered in sequence beginning with R-1. Bonds delivered in transfer of or in exchange for other Bonds shall be numbered in order of their authentication by the Registrar, shall be in the denomination of $5,000 or integral multiples thereof, and shall mature on the same date and bear interest at the same rate as the Bond or Bonds in lieu of which they are delivered.

Principal Amount	Year	Interest Rate
$ 165,000	2025	%
175,000	2026	
180,000	2027	
190,000	2028	
200,000	2029	
210,000	2030	
225,000	2031	
235,000	2032	
250,000	2033	
260,000	2034	
275,000	2035	
290,000	2036	
305,000	2037	
320,000	2038	
335,000	2039	
355,000	2040	
375,000	2041	
390,000	2042	
415,000	2043	

435,000	2044
460,000	2045
480,000	2046
505,000	2047
535,000	2048
560,000	2049
590,000	2050

5. Optional [and Mandatory] Redemption. Portions of the Bonds are subject to optional redemption on the dates and at the redemption prices set forth in the form of the Bonds in this Resolution.

Principal amounts may be redeemed only in integral multiples of $5,000. If a Bond subject to redemption is in a denomination larger than $5,000, a portion of such Bond may be redeemed, but only in integral multiples of $5,000. If fewer than all of the Bonds are redeemed at any time, the particular maturities and amounts of Bonds to be redeemed shall be selected by the District. If fewer than all the Bonds of any maturity are redeemed at any time, the particular Bonds within a maturity to be redeemed shall be selected by the Registrar by lot or other customary method of selection. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with this Resolution, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered.

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Registrar at least 30 days prior to the date fixed for redemption by sending written notice by first class mail to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the Register. Such notices shall state the redemption date, the redemption price, the place at which Bonds are to be surrendered for payment and, if less than all Bonds outstanding within any one maturity are to be redeemed, the numbers of the Bonds or portions thereof to be redeemed. Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Registered Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

6. Execution of Bonds; Seal. The Bonds shall be signed by the President or Vice President of the Board and countersigned by the Secretary or Assistant Secretary of the Board, by their manual, lithographed, or facsimile signatures, and the official seal of the District shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the District had been manually impressed upon each of the Bonds. If any officer of the District whose manual or facsimile signature shall appear on the Bonds shall cease to be such officer before the authentication of such Bonds or before the delivery of such Bonds, such manual or facsimile signature shall nevertheless be valid and sufficient for all purposes as if such officer had remained in such office.

On the Closing Date, the Initial Bond, being a single bond representing the entire principal amount of the Bonds, (the "Initial Bond"), payable in stated installments to the Initial Purchaser or is designee, executed by manual or facsimile signature of the President or Vice President and Secretary or Assistant Secretary of the Board, approved by the Attorney General, and registered and manually signed by the Comptroller of Public Accounts, shall be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Bond, the Registrar shall cancel the Initial Bond and deliver Bonds to DTC in accordance with Section 13.

7. Approval by Attorney General; Registration by Comptroller. The Bonds to be initially issued shall be delivered to the Attorney General of Texas for approval and shall be registered by the Comptroller of Public Accounts of the State of Texas. The manually executed registration certificate of the Comptroller of Public Accounts substantially in the form provided in this Resolution shall be attached or affixed to the Bonds to be initially issued.

8. Authentication. Except for the Initial Bond, which need not be authenticated by the Registrar, in the event the Book-Entry-Only system is discontinued, only such Bonds which bear thereon a certificate of authentication, substantially in the form provided in this Resolution, manually executed by an authorized representative of the Registrar, shall be entitled to the benefits of this Resolution or shall be valid or obligatory for any purpose. Such duly executed certificate of authentication shall be conclusive evidence that the Bonds so authenticated were delivered by the Registrar hereunder.

9. Payment of Principal and Interest. The Registrar is hereby appointed as the paying agent for the Bonds. The principal of and interest on the Bonds are payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America. Principal is payable upon presentation and surrender of the Bonds as they respectively become due and payable, whether at maturity or by prior

redemption, at the principal payment office of the Registrar in Dallas, Texas. Interest is payable by check or draft dated as of the Interest Payment Date, mailed by the Registrar on or before each Interest Payment Date to the Registered Owner of record as of the Record Date, first class, postage prepaid, to the address of such Registered Owner as shown in the Register, or by such other customary banking arrangements as may be agreed upon by the Registrar and the Registered Owner, at the risk and expense of the Registered Owner.

If the date for payment of the principal of or interest on any Bond is not a Business Day, then the date for such payment shall be the next succeeding Business Day with the same force and effect as if made on the date such payment was originally due.

10. Successor Registrars. The District covenants that at all times while any Bonds are outstanding it will provide a national or state banking institution, which shall be organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise trust powers, and which shall be subject to supervision or examination by federal or state authority, to act as Registrar for the Bonds. The District reserves the right to change the Registrar for the Bonds on not less than 30 days written notice to the Registrar, so long as any such notice is effective not less than 60 days prior to the next succeeding principal or Interest Payment Date on the Bonds. Promptly upon the appointment of any successor Registrar, the previous Registrar shall deliver the Register or copies thereof to the new Registrar, and the new Registrar shall notify each Registered Owner, by United States mail, first class postage prepaid, of such change and of the address of the new Registrar. Each Registrar hereunder, by acting in that capacity, shall be deemed to have agreed to the provisions of this Section.

11. Special Record Date. If interest on any Bond is not paid on any Interest Payment Date and continues unpaid for 30 days thereafter, the Registrar shall establish a new record date for the payment of such interest, to be known as a Special Record Date. The Registrar shall establish a Special Record Date when funds to make such interest payment are received from or on behalf of the District. Such Special Record Date shall be 15 days prior to the date fixed for payment of such past due interest, and notice of the date of payment and the Special Record Date shall be sent by United States mail, first class, postage prepaid, not later than five days prior to the Special Record Date, to each affected Registered Owner of record as of the close of business on the day prior to the mailing of such notice.

12. Ownership; Unclaimed Principal and Interest. The District, the Registrar and any other person may treat the person in whose name any Bond is registered as the absolute Registered Owner of such Bond for the purpose of making and receiving payment of principal or interest on such Bond, and for all other purposes, whether or not such Bond is overdue, and neither the District nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the person deemed to be the

Registered Owner of any Bond in accordance with this Section shall be valid and effectual and shall discharge the liability of the District and the Registrar upon such Bond to the extent of the sums paid.

Amounts held by the Registrar which represent principal of and interest on the Bonds remaining unclaimed by the Registered Owner after the expiration of three years from the date such amounts have become due and payable shall be reported and disposed of by the Registrar in accordance with the applicable provisions of Texas law including, to the extent applicable, Title 6 of the Texas Property Code, as amended.

13. Book-Entry-Only System. (a) The Initial Bond shall be registered in the name of Cede & Co. Except as provided in this Section 13 hereof, all other Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District and the Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such DTC Participant holds an interest in the Bonds, except as provided in this Resolution. Without limiting the immediately preceding sentence, the District and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other person, other than a Registered Owner, as shown on the Register, of any amount with respect to principal of, premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Resolution to the contrary, the District and the Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Registrar shall pay all principal of, premium, if any, and interest on the Bonds only to or upon the resolution of the respective Registered Owners, as shown in the Register as provided in this Resolution, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to payments of principal, premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. No person other than a Registered Owner, as shown in the Register, shall receive a Bond certificate evidencing the obligation of the District to make payments of amounts due pursuant to this Resolution. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Resolution with respect to interest checks being mailed to the Registered Owner of record as of the Record Date, the phrase "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

(c) The execution and delivery of the Blanket Issuer Letter of Representations is hereby approved with such changes as may be approved by the President or Vice President of the Board, and the President or Vice President of the Board is hereby authorized and directed to execute such Blanket Issuer Letter of Representations.

14. Successor Securities Depository; Transfer Outside Book-Entry-Only System. In the event that the District in its sole discretion, determines that the beneficial owners of the Bonds be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the District shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants, as identified by DTC, of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository or (ii) notify DTC and DTC Participants, as identified by DTC, of the availability through DTC of Bonds and transfer one or more separate Bonds to DTC Participants having Bonds credited to their DTC accounts, as identified by DTC. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Registered Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Resolution.

15. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Blanket Issuer Letter of Representations.

16. Registration, Transfer, and Exchange. This section is subject to the provisions of Section 13, entitled "Book-Entry-Only System." So long as any Bonds remain outstanding, the Registrar shall keep the Register at its principal payment office and, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of this Resolution.

Each Bond shall be transferable only upon the presentation and surrender thereof at the operations office of the Registrar, duly endorsed for transfer, or accompanied by an assignment duly executed by the Registered Owner or his authorized representative in form satisfactory to the Registrar. Upon due presentation of any Bond in proper form for transfer, the Registrar shall authenticate and deliver in exchange therefor, within three Business Days after such presentation, a new Bond or Bonds, registered in the name of the transferee or transferees, in authorized denominations and of the same maturity and aggregate principal amount and bearing interest at the same rate as the Bond or Bonds so presented.

All Bonds shall be exchangeable upon presentation and surrender thereof at the principal payment office of the Registrar for a Bond or Bonds of like maturity and interest rate and in any authorized denomination, in an aggregate amount equal to the unpaid principal amount of the Bond or Bonds presented for exchange. The Registrar shall be and is hereby authorized to authenticate and deliver exchange Bonds in accordance with the provisions of this Section. Each Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

The District or the Registrar may require the Registered Owner of any Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond. Any fee or charge of the Registrar for such transfer or exchange shall be paid by the District.

17. Mutilated, Lost, or Stolen Bonds. Subject to the provisions of Section 13, entitled "Book-Entry-Only System," upon the presentation and surrender to the Registrar of a mutilated Bond, the Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate, and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, apparently destroyed, or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall execute and the Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding.

The District or the Registrar may require the Registered Owner of a mutilated Bond to pay a sum sufficient to cover any tax or other governmental charge that may be imposed in connection therewith and any other expenses connected therewith, including the fees and expenses of the Registrar. The District or the Registrar may require the Registered Owner of a lost, apparently destroyed or wrongfully taken Bond, before any replacement Bond is issued, to:

(1) furnish to the District and the Registrar satisfactory evidence of the ownership of and the circumstances of the loss, destruction or theft of such Bond;

(2) furnish such security or indemnity as may be required by the Registrar and the District to hold them harmless;

(3) pay all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Registrar and any tax or other governmental charge that may be imposed; and

(4) meet any other reasonable requirements of the District and the Registrar.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District and the Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District or the Registrar in connection therewith.

If any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the District in its discretion may, instead of issuing a replacement Bond, authorize the Registrar to pay such Bond.

Each replacement Bond delivered in accordance with this Section shall be entitled to the benefits and security of this Resolution to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

18. Cancellation of Bonds. Subject to the provisions in Section 13, entitled "Book-Entry-Only System," all Bonds paid in accordance with this Resolution, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance herewith, shall be canceled and destroyed upon the making of proper records regarding such payment. Upon request, the Registrar shall furnish the District with appropriate certificates of destruction of such Bonds.

19. Forms. The form of the Bonds, including the form of the Registrar's Authentication Certificate, the form of Assignment, and the form of Registration Certificate of the Comptroller of Public Accounts of the State of Texas, which shall be attached or affixed to the Bonds initially issued, shall be, respectively, substantially as follows, with such additions, deletions and variations as may be necessary or desirable and not prohibited by this Resolution, including any legend regarding bond insurance if such insurance is obtained by the purchaser:

a. Form of Bond

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF BRAZOS

REGISTERED	REGISTERED
NUMBER	
R-__	$_____

BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
UNLIMITED TAX ROAD BOND
SERIES 2024

INTEREST RATE:	MATURITY DATE:	ISSUE DATE:	CUSIP NO.:
		January 1, 2024	

REGISTERED OWNER:

PRINCIPAL AMOUNT: DOLLARS

BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1 (the "District") promises to pay to the Registered Owner identified above, or registered assigns, on the maturity date specified above, upon presentation and surrender of this Bond at the principal payment office of the registrar (the "Registrar"), initially, The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, the principal amount identified above, and to pay interest thereon at the rate shown above, calculated on the basis of a 360-day year of twelve 30-day months, from the later of January 1, 2024, or the most recent interest payment date to which interest has been paid or duly provided for. Principal of and interest on this Bond are payable in any coin or currency of the United States of America which on the date of payment is legal tender for the payment of debts due the United States of America. Interest on this Bond is payable by check or draft on each March 1 and September 1 until the earlier of maturity or prior redemption, beginning on September 1, 2024, mailed to the Registered Owner as shown on the books of registration kept by the Registrar as of the fifteenth day of the month next preceding each interest payment date (the "Record Date"), or by such other customary banking arrangements as may be agreed upon by the Registrar and the Registered Owner, at the risk and expense of the Registered Owner. The Bond is dated as of the Issue Date.

THIS BOND is one of a duly authorized issue of Bonds, aggregating $8,715,000 (the "Bonds"), issued for the purpose or purpose or purposes of purchasing, constructing, acquiring, owning, maintaining, operating, repairing, improving, extending, or paying for inside and outside the district's boundaries, any and all macadamized, graveled or paved roads or facilities in aid thereof, including but not limited to, associated drainage and storm water detention facilities, landscaping and irrigation, and all works, improvements, facilities, equipment, appliances, interests in property, all costs associated with flood plain and wetlands regulation (including mitigation) and endangered species and stormwater permits (including mitigation), and contract rights necessary or convenient therefor, under and in strict conformity with the Constitution and laws of the State of Texas, particularly Section 52 of Article III, Constitution of Texas, the Act, by authority of an election held for and within the District on November 5, 2019, and

pursuant to a resolution adopted by the Board of Directors on _____, 2024 (the "Resolution").

THIS BOND, and the other Bonds of the series of which it is a part, are payable from the proceeds of an annual ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Resolution for a complete description of the terms, covenants and provisions pursuant to which this Bond and said series of Bonds are secured and made payable; the respective rights thereunder of the Registered Owners of the Bonds, the District and the Registrar; and the terms upon which the Bonds are, and are to be, registered and delivered.

THE DISTRICT RESERVES THE RIGHT, at its option, to redeem the Bonds maturing on or after September 1, 2031, prior to their scheduled maturities, in whole or in part, in integral multiples of $5,000, on September 1, 2030, or any date thereafter at par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If a Bond subject to redemption is in a denomination larger than $5,000, a portion of such Bond may be redeemed, but only in integral multiples of $5,000. If fewer than all the Bonds are redeemed at any time, the particular maturities and amounts of Bonds to be redeemed shall be selected by the District. If fewer than all the Bonds of any maturity are redeemed at any time, the particular Bonds within a maturity to be redeemed shall be selected by the Registrar by lot or other customary method of election (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form). In selecting portions of Bonds for redemption, the Registrar shall treat each Bond as representing that number of Bonds of $5,000 denomination which is obtained by dividing the principal amount of such Bond by $5,000. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with the provisions of the Resolution, shall authenticate and deliver in exchange therefor a Bond or Bonds of like maturity and interest rate in an aggregate principal amount equal to the unredeemed portion of the Bond so surrendered. Reference is made to the Resolution for complete details concerning the manner of redeeming the Bonds.

NOTICE OF ANY REDEMPTION shall be given at least 30 days prior to the date fixed for redemption by first class mail, addressed to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the books of registration kept by the Registrar. When Bonds or portions thereof have been called for redemption, and due provision has been made to redeem the same, the principal amounts so redeemed shall be payable solely from the funds provided for redemption, and interest which would otherwise accrue on the amounts called for redemption shall terminate on the date fixed for redemption.

THIS BOND IS TRANSFERABLE only upon presentation and surrender at the operations office of the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the Registered Owner or his authorized representative, subject to the terms and conditions of the Resolution.

THIS BOND IS EXCHANGEABLE at the operations office of the Registrar for bonds in the principal amount of $5,000 or any integral multiple thereof, subject to the terms and conditions of the Resolution.

NEITHER THE DISTRICT nor the Registrar shall be required to transfer or exchange any Bond during the period beginning on a Record Date and ending on the next succeeding interest payment date or to transfer or exchange any Bond called for redemption during the 30-day period prior to the date fixed for redemption of such Bond.

THIS BOND shall not be valid or obligatory for any purpose or be entitled to any benefit under the Resolution unless this Bond is either (i) registered by the Comptroller of Public Accounts of the State of Texas by registration certificate attached or affixed hereto or (ii) authenticated by the Registrar by due execution of the authentication certificate endorsed hereon.

THE REGISTERED OWNER of this Bond, by acceptance hereof, acknowledges and agrees to be bound by all the terms and conditions of the Resolution.

THE DISTRICT has covenanted in the Resolution that it will at all times provide a legally qualified registrar for the Bonds and will cause notice of any change of registrar to be mailed first class, postage prepaid, to each Registered Owner.

IT IS HEREBY certified, recited and covenanted that this Bond has been duly and validly issued and delivered; that all acts, conditions and things required or proper to be performed, to exist and to be done precedent to or in the issuance and delivery of this Bond have been performed, exist and have been done in accordance with law; and that annual ad valorem taxes, without legal limit as to rate or amount, sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due and such principal matures, have been levied and ordered to be levied against all taxable property in the District and have been pledged irrevocably for such payment.

IN WITNESS WHEREOF, this Bond has been signed with the manual or facsimile signature of the President or Vice President of the Board of Directors and countersigned with the manual or facsimile signature of the Secretary or Assistant Secretary of the Board of Directors, and the official seal of the District has been duly impressed, or placed in facsimile, on this Bond.

BRAZOS COUNTY MUNICIPAL UTILITY
DISTRICT NO. 1

(SEAL)

_____

President, Board of Directors

_____

Secretary, Board of Directors

b. Form of Registration Certificate of Comptroller of Public Accounts

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

I hereby certify that this Bond has been examined, certified as to validity, and approved by the Attorney General of Texas, and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS MY SIGNATURE AND SEAL this .

_____

Comptroller of Public Accounts
of the State of Texas

(SEAL)

c. Form of Registrar's Authentication Certificate

AUTHENTICATION CERTIFICATE

It is hereby certified that this Bond has been delivered pursuant to the Resolution described in the text of this Bond, in exchange for or in replacement of a bond, bonds or a portion of a bond or bonds of a series which was originally approved by the Attorney General of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

The Bank of New York Mellon Trust
Company, N.A.

By: _____

Authorized Signature
Date of Authentication:

d. Form of Assignment

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

_____

(Please print or type name, address, and zip code of Transferee)

_____

(Please insert Social Security or Taxpayer Identification Number of Transferee)
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

_____

attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____ _____

Signature Guaranteed:

_____ _____
Registered Owner

_____

NOTICE: Signature(s) must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program ("STAMP") or similar program.

NOTICE: The signature above must correspond to the name of the Registered Owner as shown on the face of this Bond in every particular, without any alteration, enlargement or change whatsoever.

e. The Initial Bond shall be in the form set forth in paragraphs a, b, and d of this Section, except for the following alternations:

i. immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and the word "CUSIP No." deleted;

ii. in the first paragraph of the Bond, the words "on the maturity date specified above," "the principal amount identified above," and "at the rate shown above" shall be deleted and the following shall be inserted at the end of the first sentence " . . ., with such principal to be paid in installments on September 1 in each of the years and in the

principal amounts identified in the following schedule and with such installments bearing interest at the per annum rates set forth in the following schedule:"

[Information to be inserted from schedule in Section 4]

iii. the Initial Bond shall be numbered IB-1.

20. Legal Opinion; CUSIP; Bond Insurance. The approving opinion of Allen Boone Humphries Robinson LLP, Houston, Texas, and CUSIP numbers may be printed on the Bonds, but errors or omissions in the printing of such opinion or such numbers shall have no effect on the validity of the Bonds. If bond insurance is obtained by the purchaser, the Bonds may bear an appropriate legend as provided by the insurer.

21. Road Debt Service Fund; Tax Levy. The Road Debt Service Fund is hereby created and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by this Resolution shall be deposited, as collected, in such Fund. While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, there is hereby levied and there shall be annually levied, assessed and collected in due time, form and manner, and at the same time other District taxes are levied, assessed and collected, in each year, beginning in the current year, a continuing direct annual ad valorem tax, without legal limit as to rate, upon all taxable property in the District, sufficient to pay the interest on the Bonds as the same becomes due and to pay each installment of the principal of the Bonds as the same matures, full allowance being made for delinquencies and costs of collection, and said taxes are hereby irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

There is hereby appropriated from the proceeds of sale of the six (6) months' interest on the Bonds, which amount shall be deposited into the Road Debt Service Fund and used to pay interest on the Bonds, and such amount shall be used for no other purpose.

22. Further Proceedings. After the Bonds to be initially issued have been executed, it shall be the duty of the President or Vice President and Secretary or Assistant Secretary of the Board and other appropriate officials and agents of the District to deliver the Bonds to be initially issued and all pertinent records and proceedings to the Attorney General of Texas, for examination and approval. After the Bonds to be initially issued have been approved by the Attorney General, they shall be delivered to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Bonds to be initially issued, the Comptroller of Public Accounts (or the Comptroller's bond clerk or an assistant bond clerk lawfully designated in writing to act for the Comptroller) shall manually sign the Comptroller's Registration Certificate prescribed herein and the seal of said Comptroller shall be impressed, or placed in facsimile, thereon.

23. Sale; Proceeds. The sale and delivery of the Bonds to _____ (herein referred to as the "Initial Purchaser") at a price of $_____, plus accrued interest thereon to date of delivery, is hereby authorized, approved, ratified and confirmed, subject to the approving opinion as to the legality of the Bonds of the Attorney General of Texas, and of Allen Boone Humphries Robinson LLP, Houston, Texas, bond counsel. It is hereby found and declared that the Initial Purchaser's bid produced the lowest net effective interest rate for the Bonds after advertisement and public sale, and that the net effective interest rate resulting from such bid is _____% which rate is less than the maximum rate permitted by law, and is determined to be in the District's best interest, per Section 1201.022(a)(3)(B) of the Government Code.

Accrued interest and capitalized interest on the Bonds shall be deposited into the Road Debt Service Fund upon receipt. The remaining proceeds of sale of the Bonds shall be deposited into the Road Capital Projects Fund, which fund is hereby confirmed, and, together with investment earnings of such proceeds, shall be used for the purposes set forth in Section 2 of this Resolution and to pay costs of issuance. After all the roads and facilities described in Section 2 of this Resolution are constructed, any remainder shall be transferred to the Road Debt Service Fund, in accordance with the applicable laws and regulations in effect at such time.

24. Investments. Moneys deposited into the Road Debt Service or Road Capital Projects Funds and any other fund or funds that the District may lawfully create may be invested or reinvested in authorized investments. All investments and any profits realized from or interest accruing on such investments shall belong to the fund from which the moneys for such investments were taken; provided, however, that in the discretion of the Board of Directors the profits realized from and interest accruing on investments made from any fund may be transferred to the Road Debt Service Fund.

25. Defeasance and Refunding. The District reserves the right to defease or refund the Bonds in any manner provided by law.

26. Remedies in Event of Default. In addition to all of the rights and remedies provided by laws of the State of Texas, the District further covenants and agrees that in the event of default in payment of principal or interest on any of the Bonds when due, or, in the event it fails to make the payments required to be made into the Road Debt Service Fund or any other fund or defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Resolution, the Registered Owners shall be entitled to a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the officials thereof to observe and perform the covenants, obligations or conditions prescribed in this Resolution. Any delay or omission to exercise any right or power occurring upon any default shall not impair any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

27. Federal Income Tax Exclusion.

(a) General. The District intends that the interest on the Bonds shall be excludable from gross income for federal income tax purposes pursuant to sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the applicable Income Tax Regulations (the "Regulations"). The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that if taken or omitted, respectively, would cause the interest on the Bonds to be includable in gross income, as defined in section 61 of the Code, for federal income tax purposes. In particular, the District covenants and agrees to comply with each requirement of this Section 27; provided, however, that the District shall not be required to comply with any particular requirement of this Section 27 if the District has received an opinion of nationally recognized bond counsel ("Counsel's Opinion") that such noncompliance will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the Bonds or if the District has received a Counsel's Opinion to the effect that compliance with some other requirement set forth in this Section 27 will satisfy the applicable requirements of the Code and the Regulations, in which case compliance with such other requirement specified in such Counsel's Opinion shall constitute compliance with the corresponding requirement specified in this Section 27.

(b) No Private Use or Payment and No Private Loan Financing. The District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate the use of property financed, directly or indirectly, with such proceeds, and take such other and further action as may be required so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder. Moreover, the District shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "private activity bonds" within the meaning of section 141 of the Code and the Regulations promulgated thereunder.

(c) No Federal Guarantee. The District covenants and agrees not to take any action, or knowingly omit to take any action within its control, that, if taken or omitted, respectively, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code and the applicable Regulations thereunder, except as permitted by section 149(b)(3) of the Code and such Regulations.

(d) No Hedge Bonds. The District covenants and agrees that it has not and will not take any action, and has not knowingly omitted and will not knowingly omit to take any action, within its control, that, if taken or omitted, respectively, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code and the applicable Regulations thereunder.

(e) No Arbitrage. The District covenants and agrees that it will make such use of the proceeds of the Bonds including interest or other investment income derived from Bond proceeds, regulate investments of proceeds of the Bonds, and take such other and further action as may be required so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder. Moreover, the District shall certify, through an authorized officer, employee or agent that based upon all facts and estimates known or reasonably expected to be in existence on the date the Bonds are delivered, the District will reasonably expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of section 148(a) of the Code and the applicable Regulations promulgated thereunder.

(f) Arbitrage Rebate. If the District does not qualify for an exception to the requirements of Section 148(f) of the Code relating to the required rebate to the United States, the District will take all necessary steps to comply with the requirement that certain amounts earned by the District on the investment of the "gross proceeds" of the Bonds (within the meaning of section 148(f)(6)(B) of the Code), be rebated to the federal government. Specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate the amount earned on the investment of the gross proceeds of the Bonds separately from records of amounts on deposit in the funds and accounts of the District allocable to other bond issue of the District or moneys which do not represent gross proceeds of any bonds of the District, (ii) calculate at such times as are required by applicable Regulations, the amount earned from the investment of the gross proceeds of the Bonds which is required to be rebated to the federal government, and (iii) pay, not less often than every fifth anniversary date of the delivery of the Bonds or on such other dates as may be permitted under applicable Regulations, all amounts required to be rebated to the federal government. Further, the District will not indirectly pay any amount otherwise payable to the federal government pursuant to the foregoing requirements to any person other than the federal government by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a reduction in the amount required to be paid to the federal government because such arrangement results in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(g) Information Reporting. The District covenants and agrees to file or cause to be filed with the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, an information statement concerning the Bonds, all under and in accordance with section 149(e) of the Code and the applicable Regulations promulgated thereunder.

(h) Continuing Obligation. Notwithstanding any other provision of this Resolution, the District's obligations under the covenants and provisions of this Section shall survive the defeasance and discharge of the Bonds.

28. Qualified Tax-Exempt Obligations**.** The Bonds are not "qualified tax-exempt obligations" for purposes of section 265(b) of the Code.

29. Official Statement. The District ratifies and confirms its prior approval of the form and content of the Preliminary Official Statement prepared in the initial offering of the Bonds and hereby authorizes and approves the amendment of the Preliminary Official Statement to add the terms of the Initial Purchaser's bid and to make any other changes necessary to comply with the provisions of this Resolution and existing law. The use of such final Official Statement in the reoffering of the Bonds by the Initial Purchaser is hereby approved and authorized. The proper officials of the District are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

30. Continuing Disclosure Undertaking.

(a) Annual Reports. The District shall provide annually to the MSRB's EMMA system, within six months after the end of each fiscal year of the District ending in or after 2024, Annual Financial Information and Operating Data with respect to the District. Any financial statements so provided shall be (1) prepared in accordance with the Accounting Principles described in this Resolution and (2) audited, if the District commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within such period, then the District shall provide unaudited financial statements for the applicable fiscal year to EMMA within such six month period, and audited financial statements, if and when the audit report on such statements becomes available.

If the District changes its fiscal year, the District will notify EMMA of the change (and of the date of the new fiscal year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public on the MSRB's internet website or filed with the SEC.

All documents provided to EMMA by the District pursuant to this Section shall be accompanied by identifying information as prescribed by the MSRB.

The District shall notify EMMA, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this subsection (a) by the time required by this subsection (a).

(b) Event Notices. The District shall notify EMMA, in a timely manner, not in excess of ten business days after the occurrence of the event, of any of the following events with respect to the Bonds:

A. Principal and interest payment delinquencies;
B. Non-payment related defaults, if Material;
C. Unscheduled draws on debt service reserves reflecting financial difficulties;
D. Unscheduled draws on credit enhancements reflecting financial difficulties;
E. Substitution of credit or liquidity providers, or their failure to perform;
F. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other Material notices or determinations with respect to the tax status of the Bonds, or other Material events affecting the tax status of the Bonds;
G. Modifications to rights of holders of the Bonds, if Material;
H. Bond calls, if Material, and tender offers;
I. Defeasances;
J. Release, substitution, or sale of property securing repayment of the Bonds, if Material;
K. Rating changes;
L. Bankruptcy, insolvency, receivership or similar event of the District or other Obligated Person;
M. Consummation of a merger, consolidation, or acquisition involving the District or other Obligated Person or the sale of all or substantially all of the assets of the District or other Obligated Person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if Material;
N. Appointment of a successor or additional trustee or the change of name of a trustee, if Material;
O. Incurrence of a Financial Obligation of the District or other Obligated Person, if Material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District or other Obligated Person, any of which affect beneficial owners of the Bonds, if Material; and
P. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District or other Obligated Person, any of which reflect financial difficulties.

(c) Limitations, Disclaimers, and Amendments. The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an "Obligated Person" with respect to the Bonds, except

that the District in any event will give the notice required by subsection (b) of this Section of any Bond calls and defeasance that cause the District to be no longer such an Obligated Person.

The provisions of this Section are for the sole benefit of the Registered Owners and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE REGISTERED OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Resolution for purposes of any other provision of this Resolution.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the original primary offering of the Bonds in compliance with the Rule, taking into account any amendments and interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and either the Registered Owners of a majority in aggregate principal amount (or any greater amount required by any other provision of this Resolution that authorizes such an amendment) of the outstanding Bonds consent to such amendment or a Person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Registered Owners

and beneficial owners of the Bonds. If the District so amends the provisions of this Section, it shall include with any amended financial information or operating data next provided in accordance with subsection (a) of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but in either case only if and to the extent that its right to do so would not prevent an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds.

31. Related Matters. To satisfy in a timely manner all of the District's obligations under this Resolution, the President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District and all other appropriate officers and agents of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Resolution.

32. Registrar. The form of agreement setting forth the duties of the Registrar is hereby approved, and the appropriate officials of the District are hereby authorized to execute such agreement for and on behalf of the District.

33. No Personal Liability. No recourse shall be had for payment of the principal of or interest on any Bonds or for any claim based thereon, or on this Resolution, against any official or employee of the District or any person executing any Bonds.

34. District's Successors and Assigns. Whenever in this Resolution the District is named and referred to it shall be deemed to include its successors and assigns, and all covenants and agreements in this Resolution by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of its successors and assigns whether or not so expressed.

35. Benefits of Resolution Provisions. Nothing in this Resolution or in the Bonds, expressed or implied, shall give or be construed to give any person, firm or corporation, other than the District, the Registrar and the Registered Owners, any legal or equitable right or claim under or in respect of this Resolution, or under any covenant, condition or provision herein contained, all the covenants, conditions and provisions contained in this Resolution or in the Bonds being for the sole benefit of the District, the Registrar and the Registered Owners.

36. Severability Clause. If any word, phrase, clause, sentence, paragraph, section or other part of this Resolution, or the application thereof to any person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Resolution and the application of such

word, phrase, clause, sentence, paragraph, section or other part of this Resolution to any other persons or circumstances shall not be affected thereby.

37. Open Meeting. It is hereby officially found and determined that the meeting at which this Resolution was adopted was open to the public, and public notice of the time, place and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code, Section 49.063, Texas Water Code, and Governor Greg Abbott's emergency directive suspending certain provisions of the Texas Open Meetings Act and allowing public meetings to be held via teleconference due to the COVID-19 pandemic, dated March 16, 2020.

[EXECUTION PAGE FOLLOWS]

PASSED AND APPROVED on this 1st day of December, 2023.

_____
President, Board of Directors

ATTEST:

_____
Secretary, Board of Directors

(SEAL)

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
§
COUNTY OF BRAZOS §

I, the undersigned officer of the Board of Directors of Brazos County Municipal Utility District No. 1, hereby certify as follows:

1. The Board of Directors of Brazos County Municipal Utility District No. 1 convened in regular session on December 1, 2023, and the roll was called of the members of the Board:

Robert "Hunter" Goodwin	President
Charles Moreau	Vice President
Lawrence B. Hodges, Jr.	Secretary
Kyle Davis	Assistant Secretary
Brian G. Fisher	Assistant Vice President

and all of said persons were present except Director(s) _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

RESOLUTION AUTHORIZING THE ISSUANCE OF $8,715,000
BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
UNLIMITED TAX ROAD BONDS, SERIES 2024

was introduced for the consideration of the Board. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, the motion, carrying with it the adoption of the Resolution, prevailed and carried unanimously.

2. A true, full, and correct copy of the aforesaid resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; the action approving the resolution has been duly recorded in the Board's minutes of the meeting; the persons named in the above and foregoing paragraph are the duly chosen, qualified, and acting officers and members of the Board as indicated therein; each of the officers and members of the Board was duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the aforesaid meeting, and that the resolution would be introduced and considered for adoption at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose; the meeting was open to the public as required by law; and public notice of the time, place, and subject of the meeting was given as required by Chapter 551, Texas Government Code, and Section 49.063, Texas Water Code, as suspended by the Governor of the State of Texas.

SIGNED AND SEALED on this 1st day of December, 2023.

_____
Secretary, Board of Directors

(SEAL)

SUMMARY OF COST
Brazos County Municipal Utility District No. 1
Road Bond Issue No. 2

CONSTRUCTION COSTS	**BIR Share**	
A. Developer Contribution Items		
1. Southern Pointe SH 6 Entrance	**673,033**	
a. Move-In and Start-Up	32,228	
b. Paving Items	640,805	
2. Southern Pointe Section 200	**1,135,624**	
a. Move-In and Start-Up	22,010	
b. Paving Items	1,113,614	
3. Southern Pointe Section 101	**449,580**	
a. Move-In and Start-Up	6,488	
b. Clearing and Grubbing	7,381	
c. Paving Items	435,711	
4. Southern Pointe Section 102	**611,653**	
a. Move-In and Start-Up	28,451	
b. Street Construction Items	583,202	
5. Southern Pointe Section 201	**921,080**	
a. Move-In and Start-Up	39,831	
b. Street Construction Items	881,249	
6. Southern Pointe Sections 103 and 119	**400,323**	(1.)
a. Move-In and Start-Up	17,396	
b. Street Construction Items	357,001	
c. Change Order	25,926	
7. Engineering Costs	**491,377**	
Total Developer Contribution Items	**$ 4,682,670**	

B. District Items		
1. Land Acquisition		(2.)
a. Section 200 and SH6 Entrance	1,015,529	
b. Section 101	284,091	
c. Section 102	304,555	
d. Section 201	501,520	
e. Sections 103 and 119	347,552	
Total District Contribution Items	**$ 2,453,247**	
TOTAL CONSTRUCTION COSTS (81.88% of BIR)	**$ 7,135,917**	

NONCONSTRUCTION COSTS	
A. Legal Fees	214,300
B. Fiscal Agent Fees	150,725
C. Interest Costs	
1. Capitalzed Interest (6 mo. @ 5.25%)	228,769
2. Developer Interest (5.25%)	639,652
D. Bond Discount (3%)	261,450
E. Bond Issuance Costs	40,472
F. Bond Application Report Costs	35,000
G. Attorney General's Fee (0.10%)	8,715
TOTAL NONCONSTRUCTION COSTS (18.12% of BIR)	**$ 1,579,083**
TOTAL BOND ISSUE REQUIREMENT (BIR)	**$ 8,715,000**

Notes:

(1.) The District proposes to pay for 45.4 % of the project costs for this section ($400,323). The remaining 54.6 % of the cost ($481,447) will be covered in a future bond application. The total project cost for this section is $881,770.

(2.) Assumes a land purchase price of $75,000 per acre.

Brazos County Municipal Utility District No. 1
2023 No Growth Cash Flow

Tax Roll January 1	Taxable Assessed Value		Tax Rate (M&O)	Projected Collections at 95%	Tax Rate (Debt)	Projected Collections at 95%	Available for Calendar Year	Beginning Debt Service Fund Balance (c)	Investments Earnings at 5.00%	Capitalized Interest	Total Available Funds	Existing Debt Service	Series 2024 Principal	Series 2024 Interest	Series 2024 Debt Service	Projected Total Debt Service	Ending Debt Service Fund Balance	- of Next Year's Debt Service
2023	$ 127,401,551	(a)	**0.6000**	$ 726,189	**0.400000**	$ 509,606	2024	$ 247,103	12,355	228,769	$ 997,833	$ 435,260	$ -	$ 305,025	$ 305,025	$ 740,285	$ 257,548	24.27%
2024	161,420,709	(b)	0.2500	383,374	0.750000	1,150,123	2025	257,548	12,877		1,420,548	438,648	165,000	457,538	622,538	1,061,185	359,363	33.88%
2025	161,420,709		0.2500	383,374	0.750000	1,150,123	2026	359,363			1,509,486	436,779	175,000	448,875	623,875	1,060,654	448,832	42.37%
2026	161,420,709		0.2500	383,374	0.750000	1,150,123	2027	448,832			1,598,954	439,579	180,000	439,688	619,688	1,059,266	539,688	50.81%
2027	161,420,709		0.2500	383,374	0.750000	1,150,123	2028	539,688			1,689,811	441,893	190,000	430,238	620,238	1,062,130	627,681	59.27%
2028	161,420,709		0.2500	383,374	0.750000	1,150,123	2029	627,681			1,777,803	438,720	200,000	420,263	620,263	1,058,983	718,821	67.35%
2029	161,420,709		0.2500	383,374	0.750000	1,150,123	2030	718,821			1,868,943	447,536	210,000	409,763	619,763	1,067,299	801,645	74.95%
2030	161,420,709		0.2500	383,374	0.750000	1,150,123	2031	801,645			1,951,767	445,802	225,000	398,738	623,738	1,069,540	882,227	82.02%
2031	161,420,709		0.2500	383,374	0.750000	1,150,123	2032	882,227			2,032,350	453,734	235,000	386,925	621,925	1,075,659	956,691	88.95%
2032	161,420,709		0.2500	383,374	0.750000	1,150,123	2033	956,691			2,106,814	451,006	250,000	374,588	624,588	1,075,594	1,031,220	95.53%
2033	161,420,709		0.2500	383,374	0.750000	1,150,123	2034	1,031,220			2,181,342	458,007	260,000	361,463	621,463	1,079,470	1,101,872	102.30%
2034	161,420,709		0.2500	383,374	0.750000	1,150,123	2035	1,101,872			2,251,995	454,310	275,000	347,813	622,813	1,077,122	1,174,872	109.93%
2035	161,420,709		0.2500	383,374	0.750000	1,150,123	2036	1,174,872			2,324,995	445,406	290,000	333,375	623,375	1,068,781	1,256,214	117.46%
2036	161,420,709		0.2500	383,374	0.750000	1,150,123	2037	1,256,214			2,406,336	446,319	305,000	318,150	623,150	1,069,469	1,336,868	124.48%
2037	161,420,709		0.2500	383,374	0.750000	1,150,123	2038	1,336,868			2,486,990	451,819	320,000	302,138	622,138	1,073,956	1,413,034	132.41%
2038	161,420,709		0.2500	383,374	0.750000	1,150,123	2039	1,413,034			2,563,156	446,825	335,000	285,338	620,338	1,067,163	1,495,994	138.62%
2039	161,420,709		0.2500	383,374	0.750000	1,150,123	2040	1,495,994			2,646,116	456,438	355,000	267,750	622,750	1,079,188	1,566,929	145.86%
2040	161,420,709		0.2500	383,374	0.750000	1,150,123	2041	1,566,929			2,717,052	450,138	375,000	249,113	624,113	1,074,250	1,642,802	152.39%
2041	161,420,709		0.2500	383,374	0.750000	1,150,123	2042	1,642,802			2,792,924	458,625	390,000	229,425	619,425	1,078,050	1,714,874	158.01%
2042	161,420,709		0.2500	383,374	0.750000	1,150,123	2043	1,714,874			2,864,997	461,313	415,000	208,950	623,950	1,085,263	1,779,734	163.19%
2043	161,420,709		0.2500	383,374	0.750000	1,150,123	2044	1,779,734			2,929,857	468,425	435,000	187,163	622,163	1,090,588	1,839,269	168.14%
2044	161,420,709		0.2500	383,374	0.750000	1,150,123	2045	1,839,269			2,989,392	469,564	460,000	164,325	624,325	1,093,889	1,895,503	173.85%
2045	161,420,709		0.2500	383,374	0.750000	1,150,123	2046	1,895,503			3,045,626	470,110	480,000	140,175	620,175	1,090,285	1,955,341	197.50%
2046	161,420,709		0.2500	383,374	0.750000	1,150,123	2047	1,955,341			3,105,463	370,069	505,000	114,975	619,975	990,044	2,115,419	212.41%
2047	161,420,709		0.2500	383,374	0.750000	1,150,123	2048	2,115,419			3,265,542	372,435	535,000	88,463	623,463	995,898	2,269,644	229.43%
2048	161,420,709		0.2500	383,374	0.750000	1,150,123	2049	2,269,644			3,419,767	368,868	560,000	60,375	620,375	989,243	2,430,524	244.07%
2049	161,420,709		0.2500	383,374	0.750000	1,150,123	2050	2,430,524			3,580,647	374,850	590,000	30,975	620,975	995,825	2,584,822	#DIV/0!
												$ 11,852,475	**$ 8,715,000**	**$ 7,761,600**	**$ 16,476,600**	**$ 28,329,075**		

(a) Reflects the 2023 Certified Taxable Assessed Valuation of $127,401,551 as provided by BCAD.
(b)Based on an Estimate of Taxable Assessed Valuation as of August 1, 2023, as provided by BCAD.
(c) Based on total Debt Service Funds available as of October 3, 2023.
(d) Based on an anticipated issue date of January 1, 2024 at 5.25% interest.

This Preliminary Official Statement and information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED NOVEMBER 3, 2023

This Preliminary Official Statement is subject to completion and amendment and is intended solely for the purpose of soliciting initial bids on the Bonds. Upon the sale of the Bonds, the Official Statement will be completed and delivered to the Initial Purchaser.

IN THE OPINION OF BOND COUNSEL, UNDER EXISTING LAW, INTEREST ON THE BONDS IS EXCLUDABLE FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES, AND INTEREST ON BONDS IS NOT SUBJECT TO THE ALTERNATIVE MINIMUM TAX ON INDIVIDUALS; HOWEVER, SUCH INTEREST IS TAKEN INTO ACCOUNT IN DETERMINING THE ANNUAL ADJUSTED FINANCIAL STATEMENT INCOME OF APPLICABLE CORPORATIONS FOR THE PURPOSE OF DETERMINING THE ALTERNATIVE MINIMUM TAX IMPOSED ON CORPORATIONS. SEE "TAX MATTERS" FOR A DISCUSSION OF THE OPINION OF BOND COUNSEL.

THE BONDS WILL NOT BE DESIGNATED AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS.

NEW ISSUE - Book-Entry-Only

Underlying Rating: Moody's "_____"
See "MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE" HEREIN.

$8,715,000
BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1
(A political subdivision of the State of Texas located within Brazos County)
UNLIMITED TAX ROAD BONDS, SERIES 2024

Dated: January 1, 2024 **Due: September 1 as shown below**

Principal of the bonds described above (the "Bonds") will be payable at stated maturity or redemption upon presentation of the Bonds at the principal payment office of the paying agent/registrar, initially The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent/Registrar", "Paying Agent" or "Registrar") in Dallas, Texas. Interest on the Bonds will accrue from January 1, 2024, and be payable on September 1, 2024. and on each March 1 and September 1 thereafter until the earlier of maturity or redemption. The Bonds will be issued only in fully registered form. Interest will be calculated on the basis of a 360-day year of twelve 30-day months. The Bonds are subject to redemption prior to maturity as shown below.

The Bonds will be registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the beneficial owners of the Bonds as described herein. See "BOOK-ENTRY-ONLY SYSTEM."

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES, INITIAL REOFFERING YIELDS, AND CUSIPS

Due September 1	Principal Amount (a)	Interest Rate	Initial Reoffering Yield (b)	CUSIP Number 106206 (c)	Due September 1	Principal Amount (a)	Interest Rate	Initial Reoffering Yield (b)	CUSIP Number 106206 (c)
2025	$ 165,000				2038	$ 320,000 (d)			
2026	175,000				2039	335,000 (d)			
2027	180,000				2040	355,000 (d)			
2028	190,000				2041	375,000 (d)			
2029	200,000				2042	390,000 (d)			
2030	210,000				2043	415,000 (d)			
2031	225,000 (d)				2044	435,000 (d)			
2032	235,000 (d)				2045	460,000 (d)			
2033	250,000 (d)				2046	480,000 (d)			
2034	260,000 (d)				2047	505,000 (d)			
2035	275,000 (d)				2048	535,000 (d)			
2036	290,000 (d)				2049	560,000 (d)			
2037	305,000 (d)				2050	590,000 (d)			

(a) The Initial Purchaser (as defined herein) may elect to designate one or more term bonds. See accompanying Official Notice of Sale and Official Bid Form.

(b) Initial reoffering yield represents the initial offering yield to the public which has been established by the Initial Purchaser for offers to the public and which may be subsequently changed by the Initial Purchaser and is the sole responsibility of the Initial Purchaser. The initial reoffering yields indicated above represent the lower of the yields resulting when priced at maturity or to the first call date. Accrued interest from January 1, 2024, is to be added to the price.

(c) CUSIP numbers have been assigned to the Bonds by CUSIP Global Services and are included solely for the convenience of the purchasers of the Bonds. Neither the District nor the Initial Purchaser shall be responsible for the selection or correctness of the CUSIP numbers set forth herein.

(d) Bonds maturing on and after September 1, 2031, are subject to redemption prior to maturity at the option of the District, in whole or from time to time in part, on September 1, 2030, or on any date thereafter, at a price equal to the principal amount thereof plus accrued interest to the date fixed for redemption. See "THE BONDS-Redemption Provisions."

The Bonds, when issued, will constitute valid and legally binding obligations of Brazos County Municipal Utility District No. 1 (the "District") and will be payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property located within the District. The Bonds are obligations solely of the District and are not obligations of the State of Texas, Brazos County, the City of College Station or any entity other than the District. The Bonds are subject to special investment risks described herein. See "RISK FACTORS."

The Bonds are offered by the Initial Purchaser subject to prior sale, when, as and if issued by the District and accepted by the Initial Purchaser, subject, among other things, to the approval of the Bonds by the Attorney General of Texas and the approval of certain legal matters by Allen Boone Humphries Robinson LLP, Bond Counsel. Delivery of the Bonds in book-entry form through the facilities of DTC is expected on or about January 9, 2024.

Bids Due: Wednesday, December 13, 2023, at 10:00 a.m., Houston Time in Houston, Texas
Bid Award: Wednesday, December 13, 2023, at 12:00 p.m., Houston Time in Houston, Texas

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USE OF INFORMATION IN OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the United States Securities and Exchange Commission, as amended and in effect on the date hereof, this document constitutes an Official Statement with respect to the Bonds that has been "deemed final" by the District as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the District.

This Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, resolutions, orders, contracts, audited financial statements, engineering and other related reports set forth in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from Allen Boone Humphries Robinson LLP, 3200 Southwest Freeway, Suite 2600, Houston, Texas, 77027, upon payment of duplication costs.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, SEC Rule 15c2-12, as amended.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or other matters described herein since the date hereof. However, the District has agreed to keep this Official Statement current by amendment or sticker to reflect material changes in the affairs of the District and, to the extent that information actually comes to its attention, the other matters described in this Official Statement until delivery of the Bonds to the Initial Purchaser and thereafter only as specified in "PREPARATION OF OFFICIAL STATEMENT—Updating the Official Statement."

OFFICIAL STATEMENT SUMMARY

The following information is qualified in its entirety by the detailed information appearing elsewhere in this Official Statement.

THE FINANCING

The Issuer ..... Brazos County Municipal Utility District No. 1 (the "District"), a political subdivision of the State of Texas, is located in Brazos County, Texas and within the extraterritorial jurisdiction of the City of College Station (the "City"). See "THE DISTRICT."

The Issue ..... $8,715,000 Unlimited Tax Road Bonds, Series 2024 (the "Bonds") are issued pursuant to a resolution (the "Bond Resolution") of the District's Board of Directors and a City consent resolution. The Bonds will be issued as fully registered bonds maturing in the years and in the amounts shown on the cover hereof. Interest on the Bonds accrues from January 1, 2024, and is payable on September 1, 2024, and on each March 1 and September 1 thereafter until the earlier of maturity or prior redemption.

Redemption ..... The Bonds maturing on and after September 1, 2031, are subject to redemption, in whole or from time to time in part, at the option of the District, prior to their maturity dates, on September 1, 2030, or on any date thereafter. Upon redemption, the Bonds will be payable at a price of par plus accrued interest to the date of redemption. See "THE BONDS—Redemption Provisions."

Book-Entry-Only System ... The Depository Trust Company, New York, New York ("DTC") will act as securities depository for the Bonds. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered certificate will be issued for each maturity of the Bonds and will be deposited with DTC. See "BOOK-ENTRY-ONLY SYSTEM."

Authority for Issuance ..... The Bonds are the second series of bonds issued out of an aggregate of $104,060,000 principal amount of unlimited tax bonds authorized by the District's voters for roads and refunding outstanding road bonds The Bonds are issued pursuant to the Bond Resolution; an election held within the District; the general laws of the State of Texas relating to the issuance of bonds by political subdivisions, including Article III, Section 52 of the Texas Constitution; Chapters 49 and 54 of the Texas Water Code, as amended; and approval by the City. See "THE BONDS—Authority for Issuance."

Source of Payment ..... The Bonds are payable from an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District. See "TAX PROCEDURES." The Bonds are obligations of the District and are not obligations of the State of Texas, Brazos County, the City of College Station or any other political subdivision or entity other than the District. See "THE BONDS—Source of and Security for Payment."

Use of Proceeds ..... Proceeds from the sale of the Bonds will be used to pay for items shown herein under "USE AND DISTRIBUTION OF BOND PROCEEDS," including to pay engineering and construction costs for paving projects, to pay interest on funds advanced by the Developer (as defined herein) on behalf of the District, and to pay certain other costs and engineering fees related to the issuance of the Bonds. See "USE AND DISTRIBUTION OF BOND PROCEEDS."

Payment Record ..... The District has previously issued one series of unlimited tax road bonds, and two series of unlimited tax bonds of which $7,425,000 principal amount remained outstanding as of October 31, 2023 (the "Outstanding Bonds"). The District has never defaulted in the payment of principal and interest on the Outstanding Bonds.

Not Qualified Tax-Exempt Obligations..... The District will not designate the Bonds as "qualified tax-exempt obligations" for financial institutions.

Municipal Bond Rating & Municipal Bond Insurance…….. Moody's Investors Service ("Moody's") has assigned an underlying rating of "____" to the Bonds. An explanation of the ratings may be obtained from Moody's, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. The fee associated with the rating assigned to the District by Moody's will be paid by the District; however, the fee associated with ratings provided by other agencies will be at the expense of the Initial Purchaser. An application has also been made to municipal bond insurance companies for the qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option of the Initial Purchaser and at the Initial Purchaser's expense. See "RISK FACTORS—Risk Factors Related to the Purchase of Municipal Bond Insurance" and "MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE."

Legal Opinion..... Allen Boone Humphries Robinson L.L.P., Bond Counsel, Houston, Texas.

Disclosure Counsel..... McCall, Parkhurst & Horton L.L.P., Houston, Texas.

Financial Advisor..... Post Oak Municipal Advisors LLC, Houston, Texas.

Engineer..... Costello Inc, Houston, Texas.

THE DISTRICT

Description..... The District was created by order of the TCEQ dated January 14, 2015. The District contains approximately 553 acres of land and is located on the east side of Texas State Highway 6 (the "SH 6") and the north side of Peach Creek Cut Off Road. The District is approximately 8 miles south of downtown College Station. The District abuts the corporate limits of and lies entirely within the extraterritorial jurisdiction of the City of College Station and within the boundaries of the College Station Independent School District. See "AERIAL PHOTOGRAPH."

Status of Development..... Development in the District began in 2017. With the consent of the District, the Developer has financed the design and construction of underground utility and road facilities to serve approximately 138 acres developed as 542 single-family residential lots.

The District is being developed as a single-family residential development known as Southern Pointe Community. Amenities constructed in the District include walking trails and ponds on approximately 59 acres. Home construction began in January of 2019, and, as of October 31, 2023, the District contained 268 single-family homes completed and occupied, 32 vacant single-family homes (including 5 model homes), 43 single-family homes under construction, and 199 completed lots available for home construction. Homebuilding in the District is being conducted by Stylecraft Builders, First Omega Homes, Kaleo Homes, D.R. Horton, Ranger Home Builders, and Gehan Homes. New homes in the District range in price from approximately $300,000 to $450,000.

The Developer is currently preparing approximately 124 single-family residential lots under construction for home builders. Construction of underground utilities is underway for approximately 52 acres in the District, which will be developed for commercial and multi-family development, but no vertical improvements have been constructed to date. The remainder of the District consists of approximately 304 acres of developable but undeveloped land. See "THE DISTRICT—Land Use" and "—Status of Development."

The Developer and Major Landowner…….BV Southern Pointe Development Inc., a Texas corporation (the "Developer" or "BVSoPo"), was formed for the purpose of developing single-family residential land in the District and is the only active development entity in the District. BVSoPo has developed all existing single-family residential lots in the District. Phillips 3 Land Holdings LLC (the "Major Landowner" or "Phillips") was formed for the sole purpose of owning land in the District. Phillips currently owns approximately 356 acres in the District. The Developer and Major Landowner are related entities. BVSoPo has agreed to terms whereby they will purchase land within the District from Phillips for the purpose of development. The Developer and Major Landowner have entered into Development Financing Agreements with the District to provide financing for construction of water, sewer, and drainage and road facilities for the District. See "THE DEVELOPER AND MAJOR LANDOWNER" and "TAX DATA—Principal Taxpayers."

Water and Wastewater.....Retail water and wastewater service for development within the District is provided by the College Station Utilities ("CSU"). CSU holds the requisite certificates of convenience and necessity over the land within the District. See "WATER SUPPLY AND WASTEWATER TREATMENT."

RISK FACTORS

THE PURCHASE AND OWNERSHIP OF THE BONDS ARE SUBJECT TO SPECIAL RISK FACTORS AND ALL PROSPECTIVE PURCHASERS ARE URGED TO EXAMINE CAREFULLY THE ENTIRE OFFICIAL STATEMENT FOR A DISCUSSION OF INVESTMENT RISKS, INCLUDING PARTICULARLY THE SECTION CAPTIONED "RISK FACTORS."

SELECTED FINANCIAL INFORMATION

2023 Certified Taxable Assessed Valuation	$127,401,551	(a)
Estimated Taxable Assessed Valuation as of August 1, 2023	$161,420,709	(b)
Gross Debt Outstanding (after issuance of the Bonds)	$16,140,000	
Estimated Overlapping Debt	1,535,106	(c)
Gross Debt and Estimated Overlapping Debt	$17,675,106	
Ratios of Gross Debt to:		
2023 Certified Taxable Assessed Valuation	12.67%	
Estimated Taxable Assessed Valuation as of August 1, 2023	10.00%	
Ratios of Gross Debt and Estimated Overlapping Debt to:		
2023 Certified Taxable Assessed Valuation	13.87%	
Estimated Taxable Assessed Valuation as of August 1, 2023	10.95%	
Fund Balance Available as of November 3, 2023:		
Operating Fund	$192,828	(d)
Road Escrow Fund	$45,440	(e)
Road Debt Service Fund	$152,269	(f) (g)
WS&D Debt Service Fund	$94,834	(f)
Road Capital Projects Fund	$0	(h)
WS&D Capital Projects Fund	$0	
2023 Tax Rate:		
Road Debt Service	$0.045	
WS&D Debt Service	$0.355	
Maintenance and Operations	$0.585	
Road Maintenance	$0.015	
Total	$1.000	
Projected Average Annual Debt Service Requirements (2024-2050) of the Bonds and the Outstanding Bonds ("Average Requirement")	$1,049,225	
Projected Tax Rate Required to Pay Average Requirement based upon:		
2023 Certified Taxable Assessed Valuation at a 95% collection rate	$0.87 /$100	A.V.
Estimated Taxable Assessed Valuation as of August 1, 2023 at a 95% collection rate	$0.69 /$100	A.V.
Projected Maximum Annual Debt Service Requirements (2045) of the Bonds and the Oustanding Bonds ("Maximum Requirement")	$1,093,889	
Projected Tax Rate Required to Pay Maximum Requirement based upon:		
2023 Certified Taxable Assessed Valuation at a 95% collection rate	$0.91 /$100	A.V.
Estimated Taxable Assessed Valuation as of August 1, 2023 at a 95% collection rate	$0.72 /$100	A.V.

(a) As certified by the Brazos Central Appraisal District (the "Appraisal District"). See "TAX PROCEDURES."

(b) Provided by the Appraisal District for information purposes only. Such amount reflects the estimated value of taxable improvements on August 1, 2023. Taxes are levied based on value as certified by the Appraisal District as of January 1 of each year. No tax will be levied on such amount until it is certified. Increases in value occurring between January 1, 2023, and January 1, 2024, will be certified as of January 1, 2024. See "TAX PROCEDURES."

(c) See "ESTIMATED OVERLAPPING DEBT STATEMENT."

(d) See "RISK FACTORS – Operating Funds."

(e) The District maintains funds in the escrow for maintenance of public roads in accordance with its agreement with Brazos County.

(f) Neither Texas law nor the Bond Resolution requires the District to maintain any minimum balance in the Debt Service Fund. Although all of the District's debt, including the Outstanding Bonds and the Bonds, is payable from an unlimited tax pledge on parity, a pro rata portion of the District's ad valorem tax revenue will be allocated to bonds sold for road facilities, including the Bonds (the "Road Bonds"), and a portion will be allocated to bonds sold for water, sanitary sewer, drainage and storm sewer facilities (the "Water, Sewer, and Drainage Bonds"). See "FINANCIAL STATEMENT (UNAUDITED)—Outstanding Bonds." The Road Debt Service Fund is not pledged to the Water, Sewer, and Drainage Bonds and the Water, Sewer, and Drainage Debt Service Fund is not pledged to the Road Bonds.

(g) Accrued interest on the Bonds will be deposited to the Road Debt Service Fund. See "USE AND DISTRIBUTION OF BOND PROCEEDS." Neither Texas law nor the Bond Resolution requires the District to maintain any minimum balance in the Debt Service Fund.

(h) To be initially funded upon closing of the Bonds.

PRELIMINARY OFFICIAL STATEMENT
$8,715,000
BRAZOS COUNTY MUNICIPAL UTLILTY DISTRICT NO. 1
(A political subdivision of the State of Texas located within Brazos County)
UNLIMITED TAX ROAD BONDS, SERIES 2024

This Official Statement provides certain information in connection with the issuance by Brazos County Municipal Utility District No. 1 (the "District") of its $8,715,000 Unlimited Tax Road Bonds, Series 2024 (the "Bonds").

The Bonds are issued pursuant to a Bond Resolution authorizing the issuance of the Bonds (the "Bond Resolution") adopted by the Board of Directors of the District (the "Board"); an election held within the District; approval by the City of College Station (the "City"); Article III, Section 52 of the Texas Constitution; Chapters 49 and 54 of the Texas Water Code, as amended; and general laws of the State of Texas relating to the issuance of bonds by political subdivisions.

This Official Statement includes descriptions, among others, of the Bonds and the Bond Resolution, and certain other information about the District and BV Southern Pointe Development, Inc. (the "Developer"), the developer of land within the District. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each document. Copies of documents may be obtained from the District upon payment of the costs of duplication therefor.

RISK FACTORS

General

The Bonds, which are obligations of the District and not obligations of the State of Texas, Brazos County, the City of College Station or any other entity other than the District, will be secured by a continuing direct annual ad valorem tax levied, without legal limitation as to rate or amount, on all taxable property within the District. The ultimate security for payment of the principal of and interest on the Bonds depends on the ability of the District to collect from the property owners within the District all taxes levied against the property, or in the event of foreclosure, on the value of the taxable property with respect to taxes levied by the District and by other taxing authorities.

Economic Factors and Interest Rates

A substantial percentage of the taxable value of the District results from the current market value of single-family residences and developed lots which are being marketed by the Developer for sale to homebuilders for the construction of primary residences. The market value of such properties is related to general economic conditions in the City of College Station, the State of Texas and the nation and those conditions can affect the demand for such properties. Demand for property of this type and the construction of structures thereon can be significantly affected by factors such as interest rates, credit availability (see "Credit Markets and Liquidity in the Financial Markets" below), construction costs and the prosperity and demographic characteristics of the urban center toward which the marketing of commercial property is directed. Decreased levels of construction activity would tend to restrict the growth of property values in the District or could adversely impact such values.

Credit Markets and Liquidity in the Financial Markets

Interest rates and the availability of mortgage and development funding have a direct impact on construction activity, particularly short-term interest rates at which landowners are able to obtain financing for development costs. Interest rate levels may affect the ability of a landowner with undeveloped property to undertake and complete construction activities within the District. Because of the numerous and changing factors affecting the availability of funds, particularly liquidity in the national credit markets, the District is unable to assess the future availability of such funds for continued construction within the District. The success of development within the District and growth of District taxable property values are, to a great extent, a function of the City of College Station and regional economies and national credit and financial markets. A downturn in the economic conditions in the College Station area, including Texas A&M University, or a decline in the nation's real estate and financial markets could adversely affect development in the District and restrain the growth of or reduce the value of the District's property tax base.

Developer Obligation to the District

There are no commitments from or obligations of the Developer, the Major Landowner, or any other landowner to the District to proceed at any particular rate or according to any specified plan with the development of land or the construction of improvements in the District, and there is no restriction on any landowner's right to sell its land. Failure to construct taxable improvements on developed tracts of land could restrict the rate of growth of taxable values in the District. The District cannot and does not make any representations that over the life of the Bonds the District will increase or maintain its taxable value.

Competition

The demand for and construction of single-family homes in the District could be affected by competition from other residential developments including other residential developments located in College Station. In addition to competition for new home sales from other developments, there are numerous previously-owned homes in the area of the District and in more established neighborhoods. Such homes could represent additional competition for new homes proposed to be sold within the District.

The competitive position of the Developer in the sale of developed lots and of prospective builders in the construction of single-family residential houses within the District is affected by most of the factors discussed in this section. Such a competitive position directly affects the growth and maintenance of taxable values in the District. The District can give no assurance that building and marketing programs in the District by the Developer will be implemented or, if implemented, will be successful.

Impact on District Tax Rates

Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of owners of property within the District to pay their taxes. The 2023 Certified Taxable Assessed Valuation is $127,401,551 and the Estimated Taxable Assessed Valuation as of August 1, 2023, is $161,420,709. After issuance of the Bonds, the projected maximum debt service requirement will be $1,093,889 (2045), and the projected average annual debt service requirement will be $1,049,225 (2024-2050, inclusive). Assuming no increase or decrease from the 2023 Taxable Assessed Valuation, the issuance of no additional debt, and no other funds available for the payment of debt service, tax rates of $0.91 and $0.87 per $100 of appraised valuation at a ninety-five percent (95%) collection rate would be necessary to pay the projected maximum debt service requirement and the projected average annual debt service requirement, respectively. Assuming no increase or decrease from the Estimated Taxable Assessed Valuation as of August 1, 2023, and no use of funds other than tax collections, a tax rate of $0.72 per $100 of taxable assessed valuation at a 95% collection rate would be necessary to pay the projected maximum annual debt service requirement of $1,093,889 and a tax rate of $0.69 per $100 of taxable assessed valuation at a 95% collection rate would be necessary to pay the projected average annual debt service requirement of $1,049,225. See "DEBT SERVICE REQUIREMENTS."

Although calculations have been made regarding tax rates necessary to pay the debt service on the Bonds and the Outstanding Bonds based upon the 2023 Certified Taxable Assessed Valuation and Estimated Taxable Assessed Valuation as of August 1, 2023, the District makes no representations regarding the future level of assessed valuation within the District. Increases in taxable values depend primarily on the continuing construction of taxable improvements within the District. See "TAX PROCEDURES" and "TAX DATA—Tax Adequacy for Debt Service."

Undeveloped Acreage and Vacant Lots

There are approximately 356 developable acres of land within the District that have not been fully provided with water, sanitary sewer, storm drainage, and detention facilities and roads necessary for the construction of taxable improvements and approximately 138 acres where utility construction and/or paving are complete for 542 lots. BVSoPo currently has 199 completed lots available for home construction. Failure of the Developers to develop the developable land or of builders to build taxable improvements on the developed lots could restrict the rate of growth of taxable values in the District. The District makes no representation as to when or if development of this acreage will occur or that the lot sales and building program will be successful. See "THE DISTRICT—Status of Development."

Operating Funds

The District's only significant sources of revenue to pay its operating expenses are advances from the Developer and maintenance tax proceeds. The District does not receive water and sewer revenues. The District levied a 2023 maintenance and operation tax rate of $0.585 per $100 of assessed valuation. The District's Operating Fund balance on October 3, 2023, was $192,828. Attaining and maintaining a positive Operating Fund balance will depend upon (1) continued development, and increased amounts of maintenance tax revenue (2) and, if needed, developer advances. In the event that funds are not made available by the Developer, the District will be required to levy a maintenance tax at a rate sufficient to fund its operating expenses. Such a tax, when added to the District's debt service tax, may result in a total District tax in excess of similar developments and could adversely affect continued development of the District, as well as the willingness of taxpayers to pay taxes on their property. See "GENERAL FUND."

Future Debt

The District reserves in the Bond Resolution the right to issue the remaining $93,345,000 principal amount of authorized but unissued unlimited tax bonds for roads and refunding outstanding road bonds and $230,005,000 principal amount of unlimited tax bonds authorized but unissued for water, sewer, drainage and storm sewer systems and the refunding of such outstanding bonds. The District may also issue additional bonds which may be voted hereafter. After reimbursement from the proceeds of the Bonds, the Developer will have expended approximately $31,500,000 (as of October 31, 2023) for design, construction and acquisition of water, sanitary sewer, and drainage facilities and roadways not yet reimbursed. See "THE BONDS—Issuance of Additional Debt." The issuance of such obligations may adversely affect the investment security of the Bonds. The District does not employ any formula with regard to assessed valuations or tax collections or otherwise to limit the amount of bonds which may be issued. Any bonds issued by the District, however, must be approved by the Attorney General of Texas and the Board of the District and any bonds issued to acquire or construct water, sanitary sewer and drainage facilities must be approved by the TCEQ.

Tax Collection Limitations

The District's ability to make debt service payments may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other state and local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. The District's ability to collect ad valorem taxes through such foreclosure may be impaired by market conditions limiting the proceeds from a foreclosure sale of taxable property and collection procedures. While the District has a lien on taxable property within the District for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding. The costs of collecting any such taxpayer's delinquencies could substantially reduce the net proceeds to the District from a tax foreclosure sale. Finally, a bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the District pursuant to the Federal Bankruptcy Code could stay any attempt by the District to collect delinquent ad valorem taxes against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two other ways: first, a debtor's confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six years; and, second, a debtor may challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid. See "TAX PROCEDURES—District's Rights in the Event of Tax Delinquencies."

Registered Owners' Remedies and Bankruptcy Limitations

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Resolution, or defaults in the observation or performance of any other covenants, conditions, or obligations set forth in the Bond Resolution, the Registered Owners have the statutory right of a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Resolution. Except for mandamus, the Bond Resolution does not specifically provide for remedies to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Registered Owners. Statutory language authorizing local governments such as the District to sue and be sued does not waive the local government's sovereign immunity from suits for money damages, so that in the absence of other

waivers of such immunity by the Texas Legislature, a default by the District in its covenants in the Bond Resolution may not be reduced to a judgment for money damages. If such a judgment against the District were obtained, it could not be enforced by direct levy and execution against the District's property. Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Registered Owners may further be limited by a State of Texas statute reasonably required to attain an important public purpose or by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions, such as the District.

Subject to the requirements of Texas law discussed below, a political subdivision such as the District may voluntarily file a petition for relief from creditors under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. Sections 901-946. The filing of such petition would automatically stay the enforcement of Registered Owner's remedies, including mandamus. The automatic stay would remain in effect until the federal bankruptcy judge hearing the case dismisses the petition, enters an order granting relief from the stay or otherwise allows creditors to proceed against the petitioning political subdivision. A political subdivision such as the District may qualify as a debtor eligible to proceed in a Chapter 9 case only if it is (1) authorized to file for federal bankruptcy protection by applicable state law, (2) is insolvent or unable to meet its debts as they mature, (3) desires to effect a plan to adjust such debts, and (4) has either obtained the agreement of or negotiated in good faith with its creditors or is unable to negotiate with its creditors because negotiation is impracticable. Special districts such as the District must obtain the approval of the Commission as a condition to seeking relief under the Federal Bankruptcy Code. The Commission is required to investigate the financial condition of a financially troubled district and authorize such district to proceed under federal bankruptcy law only if such district has fully exercised its rights and powers under Texas law and remains unable to meet its debts and other obligations as they mature.

Notwithstanding noncompliance by a district with Texas law requirements, the District could file a voluntary bankruptcy petition under Chapter 9, thereby invoking the protection of the automatic stay until the bankruptcy court, after a hearing, dismisses the petition. A federal bankruptcy court is a court of equity and federal bankruptcy judges have considerable discretion in the conduct of bankruptcy proceedings and in making the decision of whether to grant the petitioning district relief from its creditors. While such a decision might be appealable, the concomitant delay and loss of remedies to the Registered Owner could potentially and adversely impair the value of the Registered Owner's claim.

If a petitioning district were allowed to proceed voluntarily under Chapter 9 of the Federal Bankruptcy Code, it could file a plan for an adjustment of its debts. If such a plan were confirmed by the bankruptcy court, it could, among other things, affect Registered Owners by reducing or eliminating the amount of indebtedness, deferring or rearranging the debt service schedule, reducing or eliminating the interest rate, modifying or abrogating the collateral or security arrangements, substituting (in whole or in part) other securities, and otherwise compromising and modifying the rights and remedies of the Registered Owners' claims against a district.

A district may not be forced into bankruptcy involuntarily.

Continuing Compliance with Certain Covenants

The Bond Resolution contains covenants by the District intended to preserve the exclusion from gross income for federal income tax purposes of interest on the Bonds. Failure by the District to comply with such covenants in the Bond Resolution on a continuous basis prior to maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issuance. See "TAX MATTERS."

Marketability

The District has no agreement with the Initial Purchaser regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are generally bought, sold or traded in the secondary market.

Environmental Regulations

Wastewater treatment, water supply, storm sewer facilities and construction activities within the District are subject to complex environmental laws and regulations at the federal, state and local levels that may require or prohibit certain activities that affect the environment, such as:

- Requiring permits for construction and operation of water wells, wastewater treatment and other facilities;
- Restricting the manner in which wastes are treated and released into the air, water and soils;
- Restricting or regulating the use of wetlands or other properties; or
- Requiring remedial action to prevent or mitigate pollution.

Sanctions against a municipal utility district or other type of special purpose district for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements and issuance of injunctions to ensure future compliance. Environmental laws and compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Environmental laws can also inhibit growth and development within the District. Further, changes in regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the District.

Air Quality Issues. Air quality control measures required by the United States Environmental Protection Agency (the "EPA") and the Texas Commission on Environmental Quality (the "TCEQ") may impact new industrial, commercial and residential development in Brazos County. Under the Clean Air Act ("CAA") Amendments of 1990, Brazos County has been designated an attainment/unclassifiable area under three separate federal ozone standards: the one-hour (124 parts per billion ("ppb")) and eight-hour (84 ppb) standards promulgated by the EPA in 1997 (the "1997 Ozone Standards"); the tighter, eight-hour ozone standard of 75 ppb promulgated by the EPA in 2008 (the "2008 Ozone Standard"), and the EPA's most-recent promulgation of an even lower, 70 ppb eight-hour ozone standard in 2015 (the "2015 Ozone Standard").

Although Brazos County is currently in attainment, Brazos County has been and continues to be near the non-attainment thresholds for ozone. Accordingly, it is possible that Brazos County could be re-classified as a nonattainment area should ozone levels increase. A designation of nonattainment for ozone or any other pollutant could negatively impact business due to the additional permitting/regulatory constraints that accompany this designation and because of the community stigma associated with a nonattainment designation. It is possible that additional controls will be necessary to allow Brazos County to maintain attainment with the ozone standards. Such additional controls could have a negative impact on Brazos County's economic growth and development.

Water Supply & Discharge Issues. Water supply and discharge regulations that municipal utility districts, including the District, may be required to comply with involve: (1) public water supply systems; (2) wastewater discharges from treatment facilities; (3) storm water discharges; and (4) wetlands dredge and fill activities. Each of these is addressed below:

Certain governmental entities regulate groundwater usage in Brazos County. A municipal utility district or other type of special purpose district that (i) is located within the boundaries of such an entity that regulates groundwater usage, and (ii) relies on local groundwater as a source of water supply, may be subject to requirements and restrictions on the drilling of water wells and/or the production of groundwater that could affect both the engineering and economic feasibility of district water supply projects.

Pursuant to the federal Safe Drinking Water Act ("SDWA") and the EPA's National Primary Drinking Water Regulations ("NPDWRs"), which are implemented by the TCEQ's Water Supply Division, a municipal utility district's provision of water for human consumption is subject to extensive regulation as a public water system. Municipal utility districts must generally provide treated water that meets the primary and secondary drinking water quality standards adopted by the TCEQ, the applicable disinfectant residual and inactivation standards, and the other regulatory action levels established under the agency's rules. The EPA has established NPDWRs for more than ninety (90) contaminants and has identified and listed other contaminants which may require national drinking water regulation in the future.

Texas Pollutant Discharge Elimination System ("TPDES") permits set limits on the type and quantity of discharge, in accordance with state and federal laws and regulations. The TCEQ reissued the TPDES Construction General Permit

(TXR150000), with an effective date of March 5, 2018, which is a general permit authorizing the discharge of stormwater runoff associated with small and large construction sites and certain non-stormwater discharges into surface water in the state. It has a 5-year permit term, and is then subject to renewal. Moreover, the Clean Water Act ("CWA") and Texas Water Code require municipal wastewater treatment plants to meet secondary treatment effluent limitations and more stringent water quality-based limitations and requirements to comply with the Texas water quality standards. Any water quality-based limitations and requirements with which a municipal utility district must comply may have an impact on the municipal utility district's ability to obtain and maintain compliance with TPDES permits.

The TCEQ issued the General Permit for Phase II (Small) Municipal Separate Storm Sewer Systems (the "MS4 Permit") on January 24, 2019. The MS4 Permit authorizes the discharge of stormwater to surface water in the state from small municipal separate storm sewer systems. While the District is currently not subject to the MS4 Permit, if the District's inclusion were required at a future date, the District could incur substantial costs to develop, implement, and maintain the necessary plans as well as to install or implement best management practices to minimize or eliminate unauthorized pollutants that may otherwise be found in stormwater runoff in order to comply with the MS4 Permit.

Operations of utility districts, including the District, are also potentially subject to requirements and restrictions under the CWA regarding the use and alteration of wetland areas that are within the "waters of the United States." The District must obtain a permit from the United States Army Corps of Engineers ("USACE") if operations of the District require that wetlands be filled, dredged, or otherwise altered.

In 2015, the EPA and USACE promulgated a rule known as the Clean Water Rule ("CWR") aimed at redefining "waters of the United States" over which the EPA and USACE have jurisdiction under the CWA. The CWR significantly expanded the scope of the federal government's CWA jurisdiction over intrastate water bodies and wetlands. On September 12, 2019, the EPA and USACE finalized a rule repealing the CWR, thus reinstating the regulatory text that existed prior to the adoption of the CWR. This repeal officially became final on December 23, 2019, but the repeal itself became the subject of litigation in multiple jurisdictions.

On January 23, 2020, the EPA and USACE released the Navigable Waters Protection Rule ("NWPR"), which contained a new definition of "waters of the United States." The NWPR became effective June 22, 2020, and is the subject of ongoing litigation.

On June 9, 2021, the EPA and USACE announced plans to further revise the definition of "waters of the United States." On August 30, 2021, the United States District Court for the District of Arizona issued an order vacating the NWPR while the EPA and USACE made plans to replace it. On November 18, 2021, the EPA and USACE issued a Notice of Proposed Rulemaking to put back into place the pre-2015 definition of "waters of the United States," and on December 7, 2021, the proposed rule was published in the Federal Register, with the public comment period closing on February 7, 2022. On December 30, 2022, the EPA and USACE finalized the proposed rule, effective as of March 20, 2023, which vacates and remands the NWPR released in 2020 and interprets "waters of the United States" consistent with the pre-2015 regulatory regime. The adoption of the new rule is the subject of litigation, including a suit filed in the United States District Court for the Southern District of Texas. Due to this existing and possible future litigation and regulatory action, there remains uncertainty regarding the ultimate scope of "waters of the United States" and the extent of EPA and USACE jurisdiction. Depending on the final outcome of such proceedings, operations of municipal utility districts, including the District, could potentially be subject to additional restrictions and requirements, including additional permitting requirements.

Specific Flood Type Risks

Riverine, or fluvial, flooding occurs when water levels rise over the top of river, bayou or channel banks due to excessive rain from tropical systems making landfall and/or persistent thunderstorms over the same area for extended periods of time. The damage from a riverine flood can be widespread. The overflow can affect smaller rivers and streams downstream or may sheet-flow over land. Flash flooding is a type of riverine flood that is characterized by an intense, high velocity torrent of water that occurs in an existing river channel with little to no notice. Flash flooding can also occur even if no rain has fallen, for instance, after a levee, dam or reservoir has failed or experienced an uncontrolled release, or after a sudden release of water by a debris or ice jam. In addition, planned or unplanned controlled releases from a dam, levee or reservoir also may result in flooding in areas adjacent to rivers, bayous or drainage systems downstream.

Changes in Tax Legislation

Certain tax legislation, whether currently proposed or proposed in the future, may directly or indirectly reduce or eliminate the benefit of the exclusion of interest on the Bonds from gross income for federal tax purposes. Any proposed legislation, whether or not enacted, may also affect the value and liquidity of the Bonds. Prospective purchasers should consult with their own tax advisors with respect to any proposed, pending or future legislation.

Risk Factors Related to the Purchase of Municipal Bond Insurance

The District has applied for a bond insurance policy (the "Policy") to guarantee the scheduled payment of principal and interest on the Bonds. If the Policy is purchased, investors should be aware of the following risk factors:

The long-term ratings on the Bonds are dependent in part on the financial strength of the insurer and its claim paying ability. The insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the insurer and of the ratings on the Bonds insured by the insurer will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds. See "MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE."

The obligations of the insurer are contractual obligations and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the District nor the Initial Purchaser has made independent investigations into the claims paying ability of the insurer and no assurance or representation regarding the financial strength or projected financial strength of the insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal and interest on the Bonds and the claims-paying ability of the insurer, particularly over the life of the investment. See "MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE."

THE BONDS

General

Following is a description of some of the terms and conditions of the Bonds, which description is qualified in its entirety by reference to the Bond Resolution. The Bond Resolution authorizes the issuance and sale of the Bonds and prescribes the terms, conditions, and provisions for the payment of the principal of and interest on the Bonds by the District.

The Bonds will be dated and accrue interest from January 1, 2024, which interest is payable on September 1, 2024, and on each March 1 and September 1 thereafter (each, an "Interest Payment Date"), until the earlier of maturity or prior redemption. The Bonds mature on September 1 in the amounts and years and bear interest at the rates shown on the cover page of this Official Statement. Interest calculations are based on a 360-day year comprised of twelve 30-day months.

The Bonds will be issued in fully registered form in denominations of $5,000 or integral multiples thereof.

Authority for Issuance

At a bond election held within the District on November 5, 2019, the voters of the District authorized the issuance of a total of $104,060,000 principal amount of unlimited tax bonds for roads and refunding outstanding road bonds. The Bonds are being issued pursuant to such authorization. After issuance of the Bonds, $93,345,000 principal amount of unlimited tax bonds will remain authorized but unissued for roads and refunding outstanding road bonds. See "Issuance of Additional Debt" below.

The Bonds are issued pursuant to the Bond Resolution; an election held within the District; approval by the City; Article III, Section 52 of the Texas Constitution; and the general laws of the State of Texas, including Chapters 49 and 54 of the Texas Water Code, as amended.

Before the Bonds can be issued, the Attorney General of Texas must pass upon the legality of certain related matters. The Attorney General of Texas does not guarantee or pass upon the safety of the Bonds as an investment or upon the adequacy of the information contained in this Official Statement.

Source of and Security for Payment

While the Bonds or any part of the principal thereof or interest thereon remain outstanding and unpaid, the District covenants in the Bond Resolution to levy a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, upon all taxable property in the District sufficient to pay the principal of and interest on the Bonds, the Outstanding Bonds, and any future bonds payable in whole or in part from taxes, with full allowance being made for delinquencies and costs of collection. In the Bond Resolution, the District covenants that said taxes are irrevocably pledged to the payment of the interest on and principal of the Bonds and to no other purpose.

The Bonds are obligations of the District and are not the obligations of the State of Texas, Brazos County, the City, or any entity other than the District.

Funds

In the Bond Resolution, the Road Debt Service Fund is confirmed, and the proceeds from all taxes levied, assessed and collected for and on account of the Bonds authorized by the Bond Resolution shall be deposited, as collected, in such fund.

The District also maintains a Water, Sewer and Drainage Debt Service that is not pledged to Road Bonds, including the Bonds. Funds in the Water, Sewer and Drainage Debt Service are not available to pay principal of and interest on Road Bonds, including the Bonds.

Accrued interest on the Bonds shall be deposited into the Road Debt Service Fund upon receipt. The remaining proceeds from the sale of the Bonds, including interest earnings thereon, shall be deposited into the Road Capital Projects Fund, to pay the costs of acquiring or constructing road facilities, to pay for developer interest and to pay the costs of issuing the Bonds. See "USE AND DISTRIBUTION OF BOND PROCEEDS" for a more complete description of the use of Bond proceeds.

Method of Payment of Principal and Interest

In the Bond Resolution, the Board has appointed The Bank of New York Mellon Trust Company, N.A. in Dallas, Texas as the initial Paying Agent/Registrar for the Bonds. The principal of the Bonds shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon their presentation and surrender as they respectively become due and payable, at the principal payment office of the Paying Agent/Registrar in Dallas, Texas. Interest on each Bond shall be payable by check or draft payable on each Interest Payment Date, mailed by the Paying Agent/Registrar on or before each Interest Payment Date to the Registered Owners as shown on the Register on the fifteenth (15th) day (whether or not a business day) of the month prior to each interest payment date (defined herein as the "Record Date"), to the address of such Registered Owner as shown on the Paying Agent/Registrar's records (the "Register") or by such other customary banking arrangements as may be agreed to by the Paying Agent/Registrar and the Registered Owners at the risk and expense of the Registered Owners.

If the date for payment of the principal of or interest on any Bond is not a business day, then the date for such payment shall be the next succeeding business day, as defined in the Bond Resolution.

No Arbitrage

The District will certify as of the date the Bonds are delivered and paid for that, based upon all facts and estimates now known or reasonably expected to be in existence on the date the Bonds are delivered and paid for, the District reasonably expects that the proceeds of the Bonds will not be used in a manner that would cause the Bonds, or any portion of the Bonds, to be "arbitrage bonds" under the Internal Revenue Code of 1986, as amended (the "Code"), and the regulations prescribed thereunder. Furthermore, all officers, employees, and agents of the District have been authorized and directed to provide certifications of facts and estimates that are material to the reasonable expectations of the District as of the date the Bonds are delivered and paid for. In particular, all or any officers of the District are

authorized to certify to the facts and circumstances and reasonable expectations of the District on the date the Bonds are delivered and paid for regarding the amount and use of the proceeds of the Bonds. Moreover, the District covenants in the Bond Resolution that it shall make such use of the proceeds of the Bonds, regulate investment of proceeds of the Bonds, and take such other and further actions and follow such procedures, including, without limitation, calculating the yield on the Bonds, as may be required so that the Bonds shall not become "arbitrage bonds" under the Code and the regulations prescribed from time to time thereunder.

Redemption Provisions

The District reserves the right, at its option, to redeem the Bonds maturing on and after September 1, 2031, prior to their scheduled maturities, in whole or from time to time in part, in integral multiples of $5,000, on September 1, 2030, or on any date thereafter, at a price of par plus accrued interest on the principal amounts called for redemption to the date fixed for redemption. If fewer than all of the Bonds are redeemed at any time, the particular maturities and amounts of Bonds to be redeemed shall be selected by the District. If fewer than all the Bonds of any maturity are redeemed at any time, the particular Bonds within a maturity to be redeemed shall be selected by the Paying Agent/Registrar by lot or other customary method of selection (or by DTC in accordance with its procedures while the Bonds are in book-entry-only form).

Notice of any redemption identifying the Bonds to be redeemed in whole or in part shall be given by the Paying Agent/Registrar at least thirty (30) days prior to the date fixed for redemption by sending written notice by first class mail to the Registered Owner of each Bond to be redeemed in whole or in part at the address shown on the register. Such notices shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment and, if fewer than all the Bonds outstanding within any one maturity are to be redeemed, the numbers of the Bonds or the portions thereof to be redeemed. Any notice given shall be conclusively presumed to have been duly given, whether or not the Registered Owner receives such notice. By the date fixed for redemption, due provision shall be made with the Paying Agent/Registrar for payment of the redemption price of the Bonds or portions thereof to be redeemed, plus accrued interest to the date fixed for redemption. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Registered Owners to collect interest that would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

Record Date

The record date for payment of the interest on any regularly scheduled Interest Payment Date is defined as the 15th day of the month (whether or not a business day) preceding such Interest Payment Date.

Registration and Transfer

So long as any Bonds remain outstanding, the Paying Agent/Registrar shall keep the register at its principal payment office and, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with the terms of the Bond Resolution. While the Bonds are in the Book-Entry-Only System, the Bonds will be registered in the name of Cede & Co. and will not be transferred. See "BOOK-ENTRY-ONLY SYSTEM."

Replacement of Paying Agent/Registrar

Provision is made in the Bond Resolution for replacement of the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the District, the new paying agent/registrar shall act in the same capacity as the previous Paying Agent/Registrar. Any paying agent/registrar selected by the District shall be a national or state banking institution, a corporation organized and doing business under the laws of the United States of America or of any State, authorized under such laws to exercise trust powers, and subject to supervision or examination by federal or state authority, to act as Paying Agent/Registrar for the Bonds.

Lost, Stolen or Destroyed Bonds

In the event the book-entry-only system is discontinued, upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest rate and principal amount, bearing a number not contemporaneously outstanding. If any Bond is lost, stolen or destroyed, the District, pursuant to the applicable laws of the State of Texas and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall, upon receipt of certain documentation from the Registered Owner and an indemnity bond, execute and the Paying Agent/Registrar shall authenticate and deliver a replacement Bond of like maturity, interest rate and principal amount bearing a number not contemporaneously outstanding. Registered Owners of lost, stolen or destroyed bonds will be required to pay the District's costs to replace such bond. In addition, the District or the Paying Agent/Registrar may require the Registered Owner to pay a sum sufficient to cover any tax or other governmental charge that may be imposed.

Issuance of Additional Debt

After issuance of the Bonds, the District will have $93,345,000 principal amount of unlimited tax bonds authorized but unissued for roads and refunding of such outstanding bonds and $230,005,000 principal amount of unlimited tax bonds authorized but unissued for water, sanitary sewer, drainage and storm sewer systems and refunding of such outstanding bonds. The District anticipates issuing additional bonds in the future. The Bond Resolution imposes no limitation on the amount of additional parity bonds which may be authorized for issuance by the District's voters or the amount ultimately issued by the District. See "USE AND DISTRIBUTION OF BOND PROCEEDS—Future Debt" and "UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED."

The District also is authorized by statute to engage in fire-fighting activities, including the issuing of bonds payable from taxes for such purpose. Before the District could issue fire-fighting bonds payable from taxes, the following actions would be required: (a) approval of a detailed fire plan by the Commission; (b) authorization of a detailed fire plan and fire bonds by the District's voters at an election; (c) approval of bonds by the Commission; and (d) approval of bonds by the Attorney General of Texas. The Board has not considered preparing such a fire plan or calling such an election at this time.

Because the District is located within Brazos County, current law does not authorize the District to issue bonds for parks and recreational facilities purposes.

Issuance of additional bonds could dilute the investment security for the Bonds.

Annexation by the City; Strategic Partnership Agreement

Chapter 42, Texas Local Government Code, provides that, within the limits described therein, the unincorporated area contiguous to the corporate limits of any city comprises that city's extraterritorial jurisdiction. The size of extraterritorial jurisdiction depends in part on the city's population. For the City, the extraterritorial jurisdiction consists of all the contiguous unincorporated areas not a part of any other city or any other city's extraterritorial jurisdiction and within three (3) miles of the corporate limits of the City. With certain exceptions, a city may annex territory only within the confines of its extraterritorial jurisdiction. When a city annexes additional territory, the city's extraterritorial jurisdiction expands in conformity with such annexation.

The District lies within the extraterritorial jurisdiction of the City. The City cannot annex territory within the District unless it annexes the entire District. The City may not annex the District unless (i) such annexation has been approved by a majority of those voting in an election held for that purpose within the area to be annexed, and (ii) if the registered voters in the area to be annexed do not own more than 50 percent of the land in the area, a petition has been signed by more than 50 percent of the landowners consenting to the annexation. Notwithstanding the preceding sentence, the described election and petition process does not apply during the term of a strategic partnership agreement under section 43.0751, Texas Local Government Code between the City and the District specifying the procedures for full purpose annexation of all or a portion of the District.

The District and the City entered into a Strategic Partnership Agreement for a term of thirty (30) years beginning May 31, 2016. Pursuant to the Strategic Partnership Agreement which sets forth the terms of full purpose annexation, the City will not annex the property in the District until (i) at least 90% of the developable acreage within the District has

been developed with water, wastewater and drainage and road facilities, and (ii) the Developer has been reimbursed to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement. In the event a commercial area is developed, the city may annex for limited purposes such commercial area, and the City may impose its sales and use tax within the commercial area. If the District is annexed, the City will assume the District's assets and obligations (including the Bonds) and dissolve the District (see "UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION.") The City may decide in its sole discretion to continue the District as a "limited district" for a period of up to ten years. No representation is made as to whether or not the City will annex the District at any time in the future. Moreover, no representation is made concerning the ability of the City to make debt service payments should annexation occur.

Consolidation

The District has the legal authority to consolidate with other districts and, in connection therewith, to provide for the consolidation of its assets (such as cash and the utility system) and liabilities (such as the Bonds), with the assets and liabilities of districts with which it is consolidating. Although no consolidation is presently contemplated by the District, no representation is made concerning the likelihood of consolidation in the future.

Remedies in Event of Default

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Resolution, or defaults in the observance or performance of any other covenants, conditions, or obligations set forth in the Bond Resolution, the Registered Owners have the statutory right of a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Resolution. Except for mandamus, the Bond Resolution does not specifically provide for remedies to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Registered Owners. Statutory language authorizing local governments such as the District to sue and be sued does not waive the local government's sovereign immunity from suits for money damages, so that in the absence of other waivers of such immunity by the Texas Legislature, a default by the District in its covenants in the Bond Resolution may not be reduced to a judgment for money damages. If such a judgment against the District were obtained, it could not be enforced by direct levy and execution against the District's property. Further, the Registered Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Registered Owners may further be limited by a State of Texas statute reasonably required to attain an important public purpose or by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions, such as the District. See "RISK FACTORS - Registered Owners' Remedies and Bankruptcy Limitations."

Legal Investment and Eligibility to Secure Public Funds in Texas

The following is quoted from Section 49.186 of the Texas Water Code, and is applicable to the District:

"(a) All bonds, notes, and other obligations issued by a district shall be legal and authorized investments for all banks, trust companies, building and loan associations, savings and loan associations, insurance companies of all kinds and types, fiduciaries, and trustees, and for all interest and sinking funds and other public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic."

"(b) A district's bonds, notes, and other obligations are eligible and lawful security for all deposits of public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic, to the extent of the market value of the bonds, notes, and other obligations when accompanied by any unmatured interest coupons attached to them."

The Public Funds Collateral Act (Chapter 2257, Texas Government Code) also provides that bonds of the District (including the Bonds) are eligible as collateral for public funds.

No representation is made that the Bonds will be suitable for or acceptable to financial or public entities for investment or collateral purposes. No representation is made concerning other laws, rules, regulations, or investment criteria which might apply to or which might be utilized by any of such persons or entities to limit the acceptability or suitability of the Bonds for any of the foregoing purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the suitability or acceptability of the Bonds for investment or collateral purposes.

Defeasance

The Bond Resolution provides that the District may discharge its obligations to the Registered Owners of any or all of the Bonds to pay principal, interest, and redemption price thereon in any manner permitted by law. Under current Texas law, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State of Texas a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any place of payment (paying agent) of the Bonds or other obligations of the District payable from revenues or from ad valorem taxes or both, amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct obligations of the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent, and that mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds.

Upon such deposit as described above, such bonds shall no longer be regarded as outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the District to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in the future in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds.

BOOK-ENTRY-ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but the District takes no responsibility for the accuracy or completeness thereof. The District cannot and does not give any assurances that DTC, DTC Direct Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) prepayment or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will do so on a timely basis or that DTC, DTC Direct Participants or DTC Indirect Participants will act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedure" of DTC to be followed in dealing with DTC Direct Participants are on file with DTC.

The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for the Bonds. The Bonds will be issued as fully-registered Bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. With respect to the Bonds, one fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency'' registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a rating of "AA+" from S&P Global Ratings. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and

corresponding detail information from the District or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but neither the District nor the Initial Purchaser take any responsibility for the accuracy thereof.

THE DISTRICT

General

The District was created by order of the TCEQ dated January 14, 2015. The District contains approximately 553 acres of land and is located on the east side of Texas State Highway 6 (the "SH 6") and the north side of Peach Creek Cut Off Road. The District is approximately 8 miles south of downtown College Station. The District abuts the corporate limits of and lies entirely within the extraterritorial jurisdiction of the City of College Station and within the boundaries of the College Station Independent School District.

The District is empowered, among other things, to purchase, construct, operate and maintain all works, improvements, facilities and plants necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District is also empowered to construct thoroughfare, arterial and collector roads and improvements in aid thereof. The District may issue bonds and other forms of indebtedness to purchase or construct all of such facilities.

The TCEQ exercises continuing supervisory jurisdiction over the District only for the water, wastewater and drainage projects. The District is required to observe certain requirements of the City which, along with Texas law, limit the purposes for which the District may sell bonds for the acquisition, construction, and improvement of facilities and the refunding of outstanding debt obligations; limit the net effective interest rate on such bonds and other terms of such bonds; and require certain public facilities to be designed in accordance with applicable City standards. Construction and operation of the District's facilities are subject to the regulatory jurisdiction of additional government agencies. See "UTLILTY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION."

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Land Use

Single Family Residential	Approximate Acres	Lots
Southern Pointe Community Section 100……..	49.18	150
Southern Pointe Community Section 101….....	10.44	57
Southern Pointe Community Section 102….....	9.90	56
Southern Pointe Community Section 103/119…	14.85	84
Southern Pointe Community Section 104/120…	11.99	65
Southern Pointe Community Section 200….....	26.07	65
Southern Pointe Community Section 201….....	15.76	65
Subtotal…..	138.19	542
Future Single Family Residential….....	304.15	
Future Commercial and Multi-family….....	51.58	
Recreation/Open Space….....	59.08	
Total…..	**553**	

Status of Development

Status of Development as of October 31, 2023:

Completed Occupied Homes….....	268	
Completed Unoccupied Homes (including 5 model homes)….....	32	
Homes Under Construction….....	43	
Completed Lots Available for Home Construction….....	199	
Lots Under Construction Residential….....	124	
Lots Under Construction Commercial.....	18	
Estimated Population….....	938	(a)

(a) Based on 3.5 persons per occupied single-family residence.

Development in the District began in 2017. With the consent of the District, the Developer has financed the design and construction of underground utility and road facilities to serve approximately 138 acres developed as 542 single-family residential lots.

The District is being developed as a single-family residential development known as Southern Pointe Community. Amenities constructed in the District include walking trails and ponds on approximately 59 acres. Home construction began in January of 2019, and, as of October 31, 2023, the District contained 268 single-family homes completed and occupied, 32 vacant single-family homes (including 5 model homes), 43 single-family homes under construction, and 199 completed lots available for home construction.

The Developer is currently preparing approximately 124 single-family residential lots under construction for home builders. Construction of underground utilities is underway for approximately 52 acres in the District, which will be developed for commercial and multi-family development, but no vertical improvements have been constructed to date. The remainder of the District consists of approximately 304 acres of developable but undeveloped land. See "THE DISTRICT—Land Use" and "—Status of Development."

Homebuilders

Homebuilding in the District is being conducted by Stylecraft Builders, First Omega Homes, Kaleo Homes, Continental Homes (a subsidiary of D.R. Horton), Ranger Home Builders, and Gehan Homes. New homes in the District range in price from approximately $300,000 to $450,000.

Future Development

Approximately 356 developable acres of land in the District are not yet fully served with water, sanitary sewer and drainage and storm sewer facilities or roads necessary for the construction of taxable improvements. While the Developer anticipates future development of this acreage as business conditions warrant, there can be no assurances if and when any of such undeveloped land will ultimately be developed. The District anticipates issuing additional bonds to accomplish full development of the District. See "RISK FACTORS—Possible Impact on District Tax Rates." The Engineer has stated that under current development plans, the remaining authorized but unissued bonds ($93,345,000 for roads and $230,005,000 principal amount for water, sanitary sewer, drainage and storm sewer facilities) should be sufficient to finance the construction of water, sanitary sewer, drainage and storm sewer facilities and roads for full development of the District. See "THE SYSTEM" and "THE ROAD SYSTEM."

MANAGEMENT

Board of Directors

The District is governed by the Board of Directors, consisting of five directors, which has control over and management supervision of all affairs of the District. Each of the five current Directors owns land and/or resides in the District. Directors are elected by the voters within the District for four-year staggered terms. Director elections are held only in even numbered years. The Directors and Officers of the District are listed below:

Name	District Board Title	Term Expires
Robert "Hunter" Goodwin	President	May 2024
Charles Moreau	Vice President	May 2026
Lawrence B. Hodges Jr.	Secretary	May 2024
Kyle Davis	Assistant Secretary	May 2024
Brian G. Fisher	Assistant Vice President	May 2026

While the District does not employ any full-time employees, it has contracted for certain services as follows:

Tax Assessor/Collector

Land and improvements within the District are appraised for ad valorem taxation purposes by the Brazos Central Appraisal District. The District's Tax Assessor/Collector is engaged by the Board of Directors of the District. B&A Municipal Tax Service, LLC is currently serving in this capacity for the District.

Bookkeeper

The District has engaged Municipal Accounts & Consulting, L.P. to serve as the District's bookkeeper.

System Operator

The City operates the District's water and sanitary sewer system pursuant to a utility agreement dated May 31, 2016, and amended on December 2, 2016. See "UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION."

Engineer

The consulting engineer for the District in connection with the design and construction of the District's facilities is Costello Inc. (the "Engineer").

Attorney

The District has engaged Allen Boone Humphries Robinson LLP as general counsel and as Bond Counsel in connection with the issuance of the Bonds. The legal fees to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds are based on a percentage of the Bonds actually issued, sold and delivered and, therefore, such fees are contingent on the sale and delivery of the Bonds. The legal fees paid to Allen Boone Humphries Robinson LLP in its capacity as General Counsel are based on time charges actually incurred.

Financial Advisor

Post Oak Municipal Advisors LLC (the "Financial Advisor") serves as financial advisor to the District. The fee to be paid the Financial Advisor is contingent upon sale and delivery of the Bonds.

Disclosure Counsel

McCall, Parkhurst & Horton L.L.P., Houston, Texas, ("Disclosure Counsel") serves as Disclosure Counsel to the District. The fee to be paid Disclosure Counsel for services rendered in connection with the issuance of the Bonds is contingent on the issuance, sale and delivery of the Bonds.

Auditor

As required by the Texas Water Code, the District retains an independent auditor to audit the District's financial statements annually, which audited financial statements are filed with the Commission. The District's financial statements for the fiscal year ended November 30, 2022, have been audited by McGrath & Co., PLLC. See "APPENDIX A" for a copy of the District's November 30, 2022, audited financial statements.

UTLILTY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION

The District operates pursuant to a Utility Agreement between the City and the District, dated as of May 31, 2016, and amended on December 2, 2016 (the "Utility Agreement"). Pursuant to the Utility Agreement, the District assumed responsibility for acquiring and constructing for the benefit of, and for the ultimate conveyance to, the City, the water distribution, wastewater collection and storm water facilities to serve development occurring within the boundaries of the District (the "Facilities"); the City agreed to accept the Facilities for operation and maintenance at the sole cost of the City in consideration for the District's financing, acquisition and construction of the Facilities. In order to secure performance by the City of its obligations under the Utility Agreement, the District retains a security interest in the Facilities transferred to the City until the District's bonds issued to acquire and construct the Facilities are paid off. It is the City's obligation to set rates and charges for the use of the Facilities and to bill and collect such rates and charges from customers of the Facilities. The City may levy a surcharge of up to 50% of the then-current water and wastewater rates to each customer in the District to recover capital costs of providing such services. Other than the surcharges, the City agrees to charge residents of the District equal and uniform water and wastewater rates as those users of similar classifications in non-municipal utility district areas of the City. All revenues from the Facilities belong exclusively to the City. The Utility Agreement provides that the Facilities shall be designed and constructed in accordance with the City's requirements and criteria.

The City agrees to provide the District with its ultimate requirements for water supply capacity and wastewater treatment capacity without capital charges of any kind (other than rate surcharges discussed above). The City has covenanted to maintain the Facilities, or cause the Facilities to be maintained, in good condition and working order and to operate the same, or cause the same, to be operated in an efficient and economical manner at a reasonable cost and in accordance with sound business principles. The City has also covenanted to comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental or judicial body promulgating the same.

Under the Utility Agreement, the District is authorized to issue bonds to finance the construction and acquisition of the Facilities. The Bonds must be approved by the City to the extent that such issuance complies with the City's policy related to municipal utility districts.

The City's right to dissolve the District is restricted under the Utility Agreement (see "THE BONDS—Annexation by the City: Strategic Partnership Agreement.") Under the terms of the Utility Agreement, the City agrees that it will not dissolve the District until ninety percent of the District's Facilities have been developed and the developer advancing funds to construct the Facilities have been reimbursed to the maximum extent permitted by the rules of the TCEQ or the City assumes any obligation for such reimbursement of the District under such rules.

THE DEVELOPER AND MAJOR LANDOWNER

Role of a Developer

In general, the activities of a landowner or developer in a district such as the District include designing the project, defining a marketing program and setting building schedules; securing necessary governmental approvals and permits for development; arranging for the construction of roads and the installation of utilities; and selling or leasing improved tracts or commercial reserves to other developer or third parties. A developer is under no obligation to a district to undertake development activities according to any particular plan or schedule. Furthermore, there is no restriction on a developer's right to sell any or all of the land which the developer owns within a district. In addition, the developer is ordinarily the major taxpayer within the district during the early stages of development. The relative success or failure of a developer to perform in the above-described capacities may affect the ability of a district to collect sufficient taxes to pay debt service and retire bonds.

Prospective purchasers of the Bonds should note that the prior real estate experience of the Developer should not be construed as an indication that further development within the District will occur, or that construction of taxable improvements upon property within the District will occur, or that marketing or leasing of taxable improvements constructed upon property within the District will be successful. Circumstances surrounding development within the District may differ from circumstances surrounding development of other land in several respects, including the existence of different economic conditions, financial arrangements, homebuilders, geographic location, market conditions, and regulatory climate. No representation is made as to the relative success of any of the projects mentioned above, and no assurance as to the future performance of the Developer should be inferred. Prospective purchasers are urged to inspect the District in order to acquaint themselves with the nature of the Developer's business activities.

The Developer and the Major Landowner

BV Southern Pointe Development, Inc., a Texas corporation ("BVSoPo" or the "Developer"), was formed for the purpose of developing single-family residential land in the District. BVSoPo is the only active development entity in the District. BVSoPo has developed all existing single-family residential lots in the District and owns approximately 199 lots in Southern Pointe Community. BVSoPo has the option to develop the remaining undeveloped single-family residential land in the District.

Phillips 3 Land Holdings LLC ("Phillips" or the "Major Landowner") was formed for the purpose of owning all land in the District for future development. Phillips currently owns approximately 356 acres in the District.

The Developer and the Major Landowner are related entities through associated ownership.

Development Financing

Phillips is financing the acquisition of the commercial land within the District with an approximately $2,700,000 loan from First Financial Bank. The loan has a maturity date of September 23, 2025. Phillips is also financing the acquisition of the residential land within the District with an approximately $2,900,000 loan from First Financial Bank formerly The Bank & Trust. The loan has a maturity date of December 2023. The loans are secured by a first lien on land within the District. The Developer has no outstanding development loans.

THE ROAD SYSTEM

All roadways are designed and constructed in accordance with the City and Brazos County standards, rules, and regulations. Upon acceptance by Brazos County, the District is responsible for operation and maintenance thereof through an interlocal agreement until such time as the District is annexed by the City.

These roads lie within the public right-of-way. In addition to the roadway, public utilities such as underground water, sewer and drainage facilities are located within the right-of-way. The right-of-way is also shared by streetlights, sidewalks, and franchise utilities (including power, gas, telephone, fiber, and cable).

THE SYSTEM

Water Supply

Water supply for the District is provided by the City pursuant to the Utility Agreement. Pursuant to the Utility Agreement as amended, the City provides the District with sufficient capacity to serve the ultimate development. The District has constructed an off-site water line to the City's water supply system.

The District has no emergency interconnects.

The District's existing water supply capacity is adequate to serve 500 equivalent single-family connections ("ESFCs").

Wastewater Treatment

Wastewater treatment for the District is provided by the City of College Station (City) pursuant to "Utility Agreement" dated May 31, 2016, amended December 2, 2016. Pursuant to the agreement and amendments, the City's plant capacity of 3.04 million gallons per day (MGD) provides the District with sufficient capacity to serve the ultimate development. The District has also constructed an off-site sewer line to the City's plant.

The District's existing wastewater treatment capacity is adequate to serve 500 ESFCs.

Storm Water Drainage

Storm water drainage for the District is collected by a storm sewer system. The system drains into a detention pond ultimately discharging to Peach Creek. See "USE AND DISTRIBUTION OF BOND PROCEEDS."

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USE AND DISTRIBUTION OF BOND PROCEEDS

The estimated use and distribution of Bond proceeds is shown below. Of proceeds to be received from sale of the Bonds, $7,361,847 is estimated for construction costs and land acquisition costs, $901,102 is estimated for non-construction costs, (including developer interest and capitalized interest) and $452,051 is estimated for issuance costs and fees.

I.	**CONSTRUCTION COSTS**		
	A Developer Contribution Items		
	1 Southern Pointe State Highway 6 Entrance	$	673,033
	2 Southern Pointe Section 200		1,135,624
	3 Southern Pointe Section 101		449,580
	4 Southern Pointe Section 102		611,653
	5 Southern Pointe Section 201		921,080
	6 Southern Pointe Sections 103 & 109		400,323
	7 Engineering Cost		491,377
	Total Developer Contribution Items	**$**	**4,682,670**
	B District Items		
	1 Land Acquisition		
	a) Section 200 and State Highway 6 Entrance	$	1,015,529
	b) Section 101		284,091
	c) Section 102		304,555
	d) Section 201		501,520
	e) Section 103 & 119		347,552
	Total District Items	**$**	**2,453,247**
	Total Construction Cost	**$**	**7,135,917**
II.	**NON-CONSTRUCTION COSTS**		
	• Capitalized Interest (6 months @ 5.25%)	$	228,769
	• Developer Interest		639,652
	• Bond Discount (3.00%) (a)		261,450
	Total Non-Construction Costs	**$**	**1,129,871**
III.	**ISSUANCE COSTS AND FEES**		
	• Legal Fees	$	214,300
	• Fiscal Agent Fees		150,725
	• Attorney General Fee (0.10%)		8,715
	• Bond Issuance Expense		40,472
	• Bond Application Report Cost		35,000
	Total Issuance Cost and Fees	**$**	**449,212**
	TOTAL BOND ISSUE	**$**	**8,715,000**

a) In the event approved estimated amounts exceed actual costs, the difference comprises a surplus which may be expended for authorized purposes.

Future Debt

The Developer and Major Landowner have financed the cost of creation of the District and the land, engineering and construction costs of underground utilities and roads to serve the District, as well as certain other District improvements. After reimbursement from proceeds of the Bonds, the Developer will have expended approximately $31,500,000 (as of October 31, 2023) for design, construction and acquisition of water, sanitary sewer, and drainage facilities and roadways not yet reimbursed. It is anticipated that proceeds from future issues of District bonds will be

used, in part, to reimburse the Developer for these costs to the extent allowed by the Commission. The District contains approximately 356 acres of developable land not presently served with water distribution, wastewater collection and storm drainage facilities or roads. It is anticipated that additional bonds will be issued to finance the construction of these facilities to serve this undeveloped acreage. The District can make no representation that any additional development will occur within the District. The Engineer has stated that the District's authorized but unissued bonds will be adequate, under present land use projections, to finance such improvements.

UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED

Date of Authorization	Purpose	Amount Authorized	Issued to Date	Amount Unissued
11/5/2019	Water, Sanitary Sewer, Drainage and Storm Sewer Systems, & Refunding	$235,600,000	$5,595,000	$230,005,000
11/5/2019	Roads & Refunding Bonds	$104,060,000	$10,715,000 (a)	$93,345,000

(a) Includes the Bonds.

FINANCIAL STATEMENT (UNAUDITED)

2023 Certified Taxable Assessed Valuation	$127,401,551 (a)
Estimated Taxable Assessed Valuation as of August 1, 2023	$161,420,709 (b)
District Debt:	
Outstanding Bonds (as of October 31, 2023)	$7,425,000
The Bonds	8,715,000
Gross Debt Outstanding (after issuance of the Bonds)	$16,140,000
Ratio of Gross Debt to 2023 Certified Taxable Assessed Valuation	12.67%
Ratio of Gross Debt to Estimated Taxable Assessed Valuation as of August 1, 2023	10.00%

Area of District: 553 acres
Estimated 2023 Population: ____ (c)

(a) As certified by the Brazos Central Appraisal District (the "Appraisal District"). See "TAX PROCEDURES."
(b) Provided by the Appraisal District for information purposes only. Such amount reflects the estimated value of taxable improvements on August 1, 2023. Taxes are levied based on value as certified by the Appraisal District as of January 1 of each year. No tax will be levied on such amount until it is certified. Increases in value occurring between January 1, 2023, and January 1, 2024, will be certified as of January 1, 2024. See "TAX PROCEDURES."
(c) Based on 3.5 persons per occupied single-family residence.

Cash and Investment Balances (unaudited as of November 3, 2023)

Operating Fund	Cash and Temporary Investments	$192,828 (a)
Road Escrow Fund	Cash and Temporary Investments	$45,440 (b)
Road Debt Service Fund	Cash and Temporary Investments	$152,269 (c) (d)
WS&D Debt Service Fund	Cash and Temporary Investments	$94,834 (c)
Road Capital Projects Fund	Cash and Temporary Investments	$0 (e)
WS&D Capital Projects Fund	Cash and Temporary Investments	$0

(a) See "Risk Factors – Operating Funds."
(b) The District maintains funds in the escrow for maintenance of public roads in accordance with its agreement with Brazos County.
(c) Neither Texas law nor the Bond Resolution requires the District to maintain any minimum balance in the Debt Service Fund. Although all of the District's debt, including the Outstanding Bonds and the Bonds, is payable from an unlimited tax pledge on parity, a pro rata portion of the District's ad valorem tax revenue will be allocated to bonds sold for road facilities, including the Bonds (the "Road Bonds"), and a portion will be allocated to bonds sold for water, sanitary sewer, drainage and storm sewer facilities (the "Water, Sewer, and Drainage Bonds"). See "FINANCIAL STATEMENT (UNAUDITED)—Outstanding Bonds." The Road Debt Service Fund is not pledged to the Water, Sewer, and Drainage Bonds and the Water, Sewer, and Drainage Debt Service Fund is not pledged to the Road Bonds.
(d) Accrued interest on the Bonds will be deposited to the Road Debt Service Fund. See "USE AND DISTRIBUTION OF BOND PROCEEDS." Neither Texas law nor the Bond Resolution requires the District to maintain any minimum balance in the Debt Service Fund.
(e) To be initially funded upon closing of the Bonds.

Outstanding Bonds

Series	Original Principal Amount	Principal Amount Outstanding as of October 31, 2023
2020 (a)	$ 2,000,000	$ 1,870,000
2022	1,590,000	1,550,000
2023	4,005,000	4,005,000
		$ 7,425,000

(a) Unlimited Tax Road Bonds.

Investments of the District

The District has adopted an Investment Policy as required by the Public Funds Investment Act, Chapter 2256, Texas Government Code. The District's goal is to preserve principal and maintain liquidity while securing a competitive yield on its portfolio. Funds of the District will be invested in short term U.S. Treasuries, certificates of deposit insured by the Federal Deposit Insurance Corporation ("FDIC") or secured by collateral evidenced by perfected safekeeping receipts held by a third party bank, and public funds investment pools rated in the highest rating category by a nationally recognized rating service. The District does not currently own, nor does it anticipate, the inclusion of long term securities or derivative products in the District portfolio.

ESTIMATED OVERLAPPING DEBT STATEMENT

Expenditures of the various taxing entities within the territory of the District are paid out of ad valorem taxes levied by such entities on properties within the District. Such entities are independent of the District and may incur borrowings to finance their expenditures. This statement of direct and estimated overlapping ad valorem tax bonds ("Tax Debt") was developed from information contained in the "Texas Municipal Reports" published by the Municipal Advisory Council of Texas. Except for the amounts relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person should rely upon such information as being accurate or complete. Furthermore, certain of the entities listed may have issued additional bonds since the date hereof, and such entities may have programs requiring the issuance of substantial amounts of additional bonds, the amount of which cannot be determined. The following table reflects the estimated share of the overlapping Tax Debt of the District.

Taxing Jurisdiction	Outstanding Bonds	As of	Overlapping Percent	Overlapping Amount
Brazos County	$97,045,000	10/31/2023	0.21%	$203,795
College Station ISD	324,710,000	10/31/2023	0.41%	1,331,311
Total Estimated Overlapping Debt				$1,535,106
The District	16,140,000 (a)	Current	100.00%	16,140,000
Total Direct and Estimated Overlapping Debt				$17,675,106
Ratio of Total Direct and Estimated Overlapping Debt to:				
2023 Certified Taxable Assessed Valuation				13.87%
Estimated Taxable Assessed Valuation as of August 1, 2023				10.95%

(a) Includes the Bonds.

Overlapping Tax Rates for 2023

	2023 Tax Rate per $100 of Taxable Assessed Valuation
Brazos County	$ 0.409700
College Station ISD	0.962200
Total Overlapping Tax Rate	$ 1.371900
The District	1.000000
Total Tax Rate	$ 2.371900

TAX DATA

Tax Rate Limitations

Debt Service: Unlimited (no legal limit as to rate or amount).
Maintenance and Operations: $1.00 per $100 of taxable assessed valuation.
Maintenance and Operations for Roads: $0.25 per $100 of taxable assessed valuation.

Debt Service Tax

The Board covenants in the Bond Resolution to levy and assess, for each year that all or any part of the Bonds remain outstanding and unpaid, a tax adequate to provide funds to pay the principal of and interest on the Bonds. The District levied a total debt service tax for 2023 in the amount of $0.400 per $100 of taxable assessed valuation. See "Tax Rate Distribution" herein.

Maintenance and Operation Tax

The Board of Directors of the District has the statutory authority to levy and collect an annual ad valorem tax for maintenance of the District's improvements, if such maintenance tax is authorized by vote of the District's electors. Pursuant to an election held in 2015, the Board was authorized to levy such a maintenance and operation tax in an amount not to exceed $1.00 per $100 of taxable assessed valuation. In addition, at an election held in 2015, the Board was authorized to levy a maintenance and operations tax for roads in an amount not to exceed $0.25 per $100 of taxable assessed valuation. Such tax is in addition to taxes which the District is authorized to levy for paying principal and interest on the District's bonds. The District levied a maintenance and operation tax for 2023 in the amount of $0.585 per $100 of taxable assessed valuation. The District has also levied a road maintenance tax for 2023 in the amount of $0.015 per $100 of taxable assessed valuation.

Tax Collections

The following statement of tax collections sets forth in condensed form the historical tax collection experience of the District. This summary has been prepared for inclusion herein, based upon information from the District's Tax Assessor/Collector. Reference is made to these records for further and more complete information.

Tax Year	Net Certified Taxable Valuation (a)	Tax Rate	Adjusted Tax Levy (b)	Total Collections As of October 31, 2023 Amount	Percent
2019	$ 8,727,849	$1.00	$ 87,278	$ 87,278	100.00%
2020	20,392,216	1.00	203,922	203,922	100.00%
2021	35,019,506	1.00	350,195	350,195	100.00%
2022	63,776,680	1.00	637,767	636,822	99.85%
2023	127,401,551	1.00	1,274,016	*(In Process of Collection)* (c)	

(a) Net valuation represents final gross appraised value as certified by the Appraisal District less any exemptions granted. See "Tax Roll Information" below for gross appraised value and exemptions granted by the District.
(b) Represents actual tax levy, including any adjustments by the Appraisal District, as of October 31, 2023.
(c) In the process of collection. Taxes for 2023 are due January 31, 2024.

Taxes are due when billed and become delinquent if not paid before February 1 of the year following the year in which imposed. No split payments are allowed and no discounts are allowed.

Tax Rate Distribution

	2023	2022	2021	2020	2019
Road Debt Service	$0.045	$0.275	$0.290	$0.430	-
WS&D Debt Service	$0.355	$0.095	-	-	-
Maintenance and Operations	$0.585	$0.630	$0.710	$0.570	$1.000
Road Maintenance	$0.015	-	-	-	-
Total	$1.000	$1.000	$1.000	$1.000	$1.000

Tax Exemptions

As discussed in the section titled "TAX PROCEDURES" herein, certain property in the District may be exempt from taxation by the District. The District does not exempt any percentage of the market value of any residential homesteads from taxation. The Developer has executed a Waiver of Special Appraisal, waiving its right to claim any agriculture or open space exemptions or any other type of exemption or valuation for the property it owns within the District that would reduce the assessed value of such land below its market value for purposes of ad valorem taxation by the District. Such waiver is binding for periods of thirty years.

Additional Penalties

The District has contracted with a delinquent tax attorney to collect certain delinquent taxes. In connection with that contract, the District established an additional penalty of twenty percent (20%) of the tax to defray the costs of collection. This 20% penalty applies to taxes that either: (1) become delinquent on or after February 1 of a year, but not later than May 1 of that year, and that remain delinquent on April 1 (for personal property) and July 1 (for real property) of the year in which they become delinquent or (2) become delinquent on or after June 1, pursuant to Title 1 of the Texas Tax Code.

Principal Taxpayers

The following list of principal taxpayers was provided by the District's Tax Assessor/Collector based upon the 2023 certified tax rolls, which reflect ownership at January 1, 2023.

Taxpayer	Type of Property	2023 Certified Assessed Valuation	% of 2023 Certified Assessed Valuation
Phillips 3 Land Holdings, LLC (a)	Land & Improvements	4,426,790	3.47%
Continental Homes of Texas LP (b)	Land & Improvements	3,078,856	2.42%
BV Southern Pointe Development Inc. (a)	Land	2,380,960	1.87%
BCS Ranger Home Builders LLC (b)	Land & Improvements	2,143,621	1.68%
First Omega Partners LTD (b)	Land & Improvements	1,875,818	1.47%
Brightland Homes LTD (b)	Land	1,841,594	1.45%
Confidential Owner	Land & Improvements	1,345,391	1.06%
Stylecraft Builders Inc. (b)	Land	1,265,304	0.99%
Kaleo Builder Group LP (b)	Land	844,768	0.66%
Individual	Residential	788,535	0.62%
Total for Principal Taxpayers		$ 19,991,637	15.69%

(a) See "THE DEVELOPER AND MAJOR LANDOWNER —The Developer and Major Landowner."
(b) See "THE DISTRICT—Homebuilders."

Summary of Assessed Valuation

The following summary of the 2023 certified assessed valuation is provided by the District's Tax Assessor/Collector based on information contained in the 2023 tax rolls of the District. Information in this summary may differ slightly from the assessed valuations shown herein due to differences in dates of data. A breakdown of the Estimated Taxable Assessed Valuation as of August 1, 2023, is not available from the Appraisal District.

	2023	2022	2021	2020	2019
Land	$39,029,995	$20,779,758	$15,672,564	$13,207,676	$8,006,216
Improvements	95,586,414	43,915,279	19,587,478	7,024,267	530,490
Personal Property	112,464	92,689	51,668	172,604	191,143
Exempt Property	(7,327,322)	(1,011,046)	(292,204)	(12,331)	0
Total Assessed Valuation	$127,401,551	$63,776,680	$35,019,506	$20,392,216	$8,727,849

Tax Adequacy for Debt Service

The calculations showing the tax rates necessary to pay the District's projected average and projected maximum annual debt service requirements on the Bonds as shown below assume, solely for purposes of illustration, no increase or decrease in assessed valuation over the 2023 Taxable Assessed Valuation or the Estimated Taxable Assessed Valuation as of August 1, 2023, collection of ninety-five percent (95%) of taxes levied, the sale of no additional bonds, and no other funds available for the payment of debt service. See "DEBT SERVICE REQUIREMENTS" and "RISK FACTORS—Impact on District Tax Rates."

Projected average annual debt service requirement (2024-2050)……	$1,049,225
$0.87 tax rate on the 2023 Certified Taxable Assessed Valuation of $127,401,551 at a 95% collection rate produces……	$1,052,974
$0.69 tax rate on the Estimated Taxable Assessed Valuation as of August 1, 2023 of $161,420,709 at a 95% collection rate produces……	$1,058,113
Projected maximum annual debt service requirement (2045)……	$1,093,889
$0.91 tax rate on the 2023 Certified Taxable Assessed Valuation of $127,401,551 at a 95% collection rate produces……	$1,101,386
$0.72 tax rate on the Estimated Taxable Assessed Valuation as of August 1, 2023 of $161,420,709 at a 95% collection rate produces……	$1,104,118

TAX PROCEDURES

Authority to Levy Taxes

The Board is authorized to levy an annual ad valorem tax, without legal limitation as to rate or amount, on all taxable property within the District in an amount sufficient to pay the principal of and interest on the Bonds, the Outstanding Bonds, and any additional bonds payable from taxes which the District may hereafter issue (see "USE AND DISTRIBUTION OF BOND PROCEEDS—Future Debt") and to pay the expenses of assessing and collecting such taxes. The District agrees in the Bond Resolution to levy such a tax from year to year as described more fully herein under "THE BONDS—Source of and Security for Payment." Under Texas law, the Board may also levy and collect an annual ad valorem tax for the operation and maintenance of the District and for the payment of certain contractual obligations. See "TAX DATA."

Property Tax Code and County-Wide Appraisal District

Title 1 of the Texas Tax Code (the "Property Tax Code") specifies the taxing procedures of all political subdivisions of the State of Texas, including the District. Provisions of the Property Tax Code are complex and are not fully summarized here.

The Property Tax Code requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State of Texas an appraisal district with the responsibility for recording

and appraising property for all taxing units within a county and an appraisal review board with responsibility for reviewing and equalizing the values established by the appraisal district. The Brazos Central Appraisal District (the "Appraisal District") has the responsibility for appraising property for all taxing units within Brazos County, including the District. Such appraisal values are subject to review and change by the Brazos Central Appraisal Review Board (the "Appraisal Review Board").

Property Subject to Taxation by the District

Except for certain exemptions provided by Texas law, all real property, tangible personal property held or used for the production of income, mobile homes and certain categories of intangible personal property with a tax situs in the District are subject to taxation by the District. Principal categories of exempt property include, but are not limited to: property owned by the State of Texas or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; certain household goods, family supplies, and personal effects; certain goods, wares and merchandise in transit; farm products owned by the producer; certain property of charitable organizations, youth development associations, religious organizations, and qualified schools; designated historical sites; travel trailers; and most individually owned automobiles. In addition, the District may by its own action exempt residential homesteads of persons sixty-five (65) years or older and of certain disabled persons to the extent deemed advisable by the Board. The District may be required to offer such an exemption if a majority of voters approve it at an election. The District would be required to call such an election upon petition by twenty percent (20%) of the number of qualified voters who voted in the preceding election. The District is authorized by statute to disregard exemptions for the disabled and elderly if granting the exemption would impair the District's obligation to pay tax supported debt incurred prior to adoption of the exemption by the District.

Furthermore, the District must grant exemptions to disabled veterans or certain surviving dependents of disabled veterans, if requested, of between $5,000 and $12,000 depending on the disability rating of the veteran. A veteran who receives a disability rating of 100% is entitled to an exemption for the full amount of the veteran's residence homestead. Additionally, subject to certain conditions, the surviving spouse of a disabled veteran who is entitled to an exemption for the full value of the veteran's residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran's exemption applied. A partially disabled veteran or certain surviving spouses of partially disabled veterans are entitled to an exemption from taxation of a percentage of the appraised value of their residence homestead in an amount equal to the partially disabled veteran's disability rating if the residence homestead was donated by a charitable organization. Also, the surviving spouse of a member of the armed forces who was killed or fatally injured in the line of duty, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse's residence homestead, and subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead spouse. The surviving spouse of a first responder who was killed or fatally injured in the line of duty is, subject to certain conditions, also entitled to an exemption of the total appraised value of the surviving spouse's residence homestead, and, subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse. See "TAX DATA."

Residential Homestead Exemptions: The Property Tax Code authorizes the governing body of each political subdivision in the State of Texas to exempt up to twenty percent (20%) (not less than $5,000) of the appraised value of residential homesteads from ad valorem taxation. Where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. The adoption of a homestead exemption may be considered each year, but must be adopted before July 1.

Freeport Goods and Goods-in-Transit Exemptions: A "Freeport Exemption" applies to goods, wares, ores, and merchandise other than oil, gas, and petroleum products (defined as liquid and gaseous materials immediately derived from refining petroleum or natural gas), and to aircraft or repair parts used by a certified air carrier acquired in or imported into Texas which are destined to be forwarded outside of Texas and which are detained in Texas for assembling, storing, manufacturing, processing or fabricating for less than 175 days. Although certain taxing units may take official action to tax such property in transit and negate such exemption, the District does not have such an option. A "Goods-in-Transit" Exemption is applicable to the same categories of tangible personal property which are covered by the Freeport Exemption, if, for tax year 2011 and prior applicable years, such property is acquired in or imported into Texas for assembling, storing, manufacturing, processing, or fabricating purposes and is subsequently forwarded to another location inside or outside of Texas not later than 175 days after acquisition or importation, and

the location where said property is detained during that period is not directly or indirectly owned or under the control of the property owner. For tax year 2012 and subsequent years, such Goods-in-Transit Exemption includes tangible personal property acquired in or imported into Texas for storage purposes only if such property is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in Texas that are not in any way owned or controlled by the owner of such property for the account of the person who acquired or imported such property. A property owner who receives the Goods-in-Transit Exemption is not eligible to receive the Freeport Exemption for the same property. Local taxing units such as the District may, by official action and after public hearing, tax goods-in-transit personal property. A taxing unit must exercise its option to tax goods-in- transit property before January 1 of the first tax year in which it proposes to tax the property at the time and in the manner prescribed by applicable law. The District has taken official action to allow taxation of all such goods-in-transit personal property for all prior and subsequent years.

Tax Abatement

Brazos County or the City of College Station may designate all or part of the area within the District as a reinvestment zone. Thereafter, Brazos County, the District, and the City of College Station (if it were to annex the District), under certain circumstances, may enter into tax abatement agreements with owners of property within the zone. Prior to entering into a tax abatement agreement, each entity must adopt guidelines and criteria for establishing tax abatement, which each entity will follow in granting tax abatement to owners of property. The tax abatement agreements may exempt from ad valorem taxation by each of the applicable taxing jurisdictions, including the District, for a period of up to ten (10) years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed on the condition that the property owner make specified improvements or repairs to the property in conformity with the terms of the tax abatement. Each taxing jurisdiction has discretion to determine terms for its tax abatement agreements without regard to the terms approved by the other taxing jurisdictions.

Valuation of Property for Taxation

Generally, property in the District must be appraised by the Appraisal District at market value as of January 1 of each year. Once an appraisal roll is prepared and finally approved by the Appraisal Review Board, it is used by the District in establishing its tax rolls and tax rate. Generally, assessments under the Property Tax Code are to be based on one hundred percent (100%) of market value, as such is defined in the Property Tax Code. In determining market value, either the replacement cost or the income or the market data method of valuation may be used, whichever is appropriate. Nevertheless, certain land may be appraised at less than market value under the Property Tax Code. Increases in the appraised value of residence homesteads are limited by the Texas Constitution to 10 percent annually regardless of the market value of the property.

The Property Tax Code permits land designated for agricultural use, open space, or timberland to be appraised at its value based on the land's capacity to produce agricultural or timber products rather than at its market value. The Property Tax Code permits under certain circumstances that residential real property inventory held by a person in the trade or business be valued at the price all such property would bring if sold as a unit to a purchaser who would continue the business. Provisions of the Property Tax Code are complex and are not fully summarized here. Landowners wishing to avail themselves of the agricultural use, open space, or timberland designation or residential real property inventory designation must apply for the designation and the appraiser is required by the Property Tax Code to act on each claimant's right to the designation individually. A claimant may waive the special valuation as to taxation by some political subdivisions while claiming it as to another. If a claimant receives the agricultural use designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect taxes based on the new use, including taxes for the previous three (3) years for agricultural use, open space land and timberland.

Reappraisal of Property after Disaster

The Property Tax Code provides for a temporary exemption from ad valorem taxation of a portion of the appraised value of certain property that is at least 15% damaged by a disaster and located within an area declared to be a disaster area by the governor of the State of Texas. This temporary exemption is automatic if the disaster is declared prior to a taxing unit, such as the District, adopting its tax rate for the tax year. A taxing unit, such as the District, may authorize the exemption at its discretion if the disaster is declared after the taxing unit has adopted its tax rate for the tax year. The amount of the exemption is based on the percentage of damage and is prorated based on the date of the

disaster. Upon receipt of an application submitted within the eligible timeframe by a person who qualifies for a temporary exemption under the Property Tax Code, the Appraisal District is required to complete a damage assessment and assign a damage assessment rating to determine the amount of the exemption. The temporary exemption amounts established in the Property Tax Code range from 15% for property less than 30% damaged to 100% for property that is a total loss. Any such temporary exemption granted for disaster-damaged property expires on January 1 of the first year in which the property is reappraised.

District and Taxpayer Remedies

Under certain circumstances taxpayers and taxing units (such as the District) may appeal the orders of the Appraisal Review Board by filing a timely petition for review in State district court. In such event, the value of the property in question will be determined by the court or by a jury if requested by any party. Additionally, taxing units may bring suit against the Appraisal District to compel compliance with the Property Tax Code. The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property value, appraisals which are higher than renditions, and appraisals of property not previously on an appraisal roll.

Levy and Collection of Taxes

The District is responsible for the levy and collection of its taxes unless it elects to transfer such functions to another governmental entity. The rate of taxation is set by the Board of Directors, after the legally required notice has been given to owners of property within the District, based upon: a) the valuation of property within the District as of the preceding January 1, and b) the amount required to be raised for debt service, maintenance purposes, and authorized contractual obligations. Taxes are due October 1, or when billed, whichever comes later, and become delinquent if not paid before February 1 of the year following the year in which imposed. A delinquent tax incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent, plus one percent (1%) for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. If the tax is not paid by July 1 of the year in which it becomes delinquent, the tax incurs a total penalty of twelve percent (12%) regardless of the number of months the tax has been delinquent and incurs an additional penalty for collection costs of an amount established by the District and a delinquent tax attorney. A delinquent tax on personal property incurs an additional penalty, in an amount established by the District and a delinquent tax attorney, 60 days after the date the taxes become delinquent. The delinquent tax accrues interest at a rate of one percent (1%) for each month or portion of a month it remains unpaid. The Property Tax Code makes provisions for the split payment of taxes, discounts for early payment and the postponement of the delinquency date of taxes under certain circumstances which, at the option of the District, which may be rejected by taxing units. The District's tax collector is required to enter into an installment payment agreement with any person who is delinquent on the payment of tax on a residence homestead for payment of tax, penalties and interest, if the person requests an installment agreement and has not entered into an installment agreement with the collector in the preceding 24 months. The installment agreement must provide for payments to be made in monthly installments and must extend for a period of at least 12 months and no more than 36 months. Additionally, the owner of a residential homestead property who is (i) sixty-five (65) years of age or older, (ii) disabled, or (iii) a disabled veteran, is entitled by law to pay current taxes on a residential homestead in installments without penalty or to defer the payment of taxes during the time of ownership. In the instance of tax deferral, a tax lien remains on the property and interest continue to accrue during the period of deferral.

Rollback of Operation and Maintenance Tax Rate

Chapter 49 of the Texas Water Code, as amended, classifies districts differently based on the current operation and maintenance tax rate or on the percentage of build-out that the district has completed. Districts that have adopted an operation and maintenance tax rate for the current year that is 2.5 cents or less per $100 of taxable value are classified as "Special Taxing Units." Districts that have financed, completed, and issued bonds to pay for all improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as "Developed Districts." Districts that do not meet either of the classifications previously discussed can be classified herein as "Developing Districts." The impact each classification has on the ability of a district to increase its maintenance and operations tax rate is described for each classification below. Debt service and contract tax rates cannot be reduced by a rollback election held within any of the districts described on the following page.

Special Taxing Units:

Special Taxing Units that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions, may be required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Special Taxing Unit is the current year's debt service and contract tax rate plus 1.08 times the previous year's operation and maintenance tax rate.

Developed Districts:

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions for the preceding tax year, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, may be required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus 1.035 times the previous year's operation and maintenance tax rate plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor of Texas or President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Special Taxing Unit and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Special Taxing Units.

Developing Districts:

Districts that do not meet the classification of a Special Taxing Unit or a Developed District can be classified as Developing Districts. The qualified voters of these districts, upon the Developing District's adoption of a total tax rate that would impose more than 1.08 times the amount of the total tax rate imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead, subject to certain homestead exemptions, are authorized to petition for an election to reduce the operation and maintenance tax rate. If an election is called and passes, the total tax rate for Developing Districts is the current year's debt service and contract tax rate plus 1.08 times the previous year's operation and maintenance tax rate.

The District:

A determination as to a district's status as a Special Taxing Unit, Developed District or Developing District is made by the Board of Directors on an annual basis. For the 2023 tax year, the District is classified as a Developing District. The District cannot give any assurances as to what its classification will be at any point in time or whether the District's future tax rates will result in a total tax rate that will reclassify the District into a new classification and new election calculation.

District's Rights in the Event of Tax Delinquencies

Taxes levied by the District are a personal obligation of the owner of the property as of January 1 of the year for which the tax is imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all state and local taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of the State of Texas and each local taxing unit, including the District, having power to tax the property. The District's tax lien is on a parity with tax liens of such other taxing units. See "ESTIMATED OVERLAPPING DEBT STATEMENT—Overlapping Tax Rates for 2023." A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien; however, whether a lien of the United States is on a parity with or takes priority over a tax lien of the District is determined by applicable federal law. Personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalty, and interest.

At any time after taxes on property become delinquent, the District may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both subject to the restrictions on residential homesteads described above under "Levy and Collection of Taxes." In filing a suit to foreclose a tax lien on real property, the District must

join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, by taxpayer redemption rights or by bankruptcy proceedings which restrict the collection of taxpayer debts. A taxpayer may redeem property within six (6) months for commercial property and two (2) years for residential and all other types of property after the purchaser's deed issued at the foreclosure sale is filed in the county records or by bankruptcy proceedings which restrict the collection of taxpayer debts. The District's ability to foreclose its tax lien or collect penalties or interest on delinquent taxes may be limited on property owned by a financial institution which is under receivership by the Federal Deposit Insurance Corporation pursuant to the Federal Deposit Insurance Act, 12 U.S.C. 1825, as amended. See "RISK FACTORS—General" and "—Tax Collection Limitations," and "—Registered Owners' Remedies and Bankruptcy Limitations."

Tax Payment Installments after Disaster

Certain qualified taxpayers, including owners of residential homesteads, located within a designated disaster area or emergency area and whose property has been damaged as a direct result of the disaster or emergency, are entitled to enter into a tax payment installment agreement with a taxing jurisdiction, such as the District, if the taxpayer pays at least one-fourth of the tax bill imposed on the property by the delinquency date. The remaining taxes may be paid without penalty or interest in three equal installments within six months of the delinquency date.

Additionally, the Property Tax Code authorizes a taxing jurisdiction such as the District, solely at the jurisdiction's discretion to adopt a similar installment payment option for taxes imposed on property that is located within a designated disaster area or emergency area and is owned or leased by certain qualified business entities, regardless of whether the property has been damaged as a direct result of the disaster or emergency.

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GENERAL FUND

Operating Statement

The following statement sets forth in condensed form the historical results of operation of the District's General Fund. The City operates the water and sewer system that serves the District, so the District collects no net revenues from operating the system. Such summary is based upon information obtained from the District's audited financial statements for fiscal years ended November 30, 2019, 2020, 2021 and 2022 and from the District's bookkeeper for eleven-month period ending October 31, 2023. Reference is made to such records and statements for further and more complete information.

		Fiscal Year Ended November 30			
	12/1/2022 to 10/31/2023 (a)	2022	2021	2020	2019
Revenues:					
Property Taxes	$ -	$ 248,370	$ 132,055	$ 86,325	$ 67,865
Penalties Interest	-	-	-	90	-
Investment Earnings	-	726	19	75	92
Total Revenues	$ -	$ 249,096	$ 132,074	$ 86,490	$ 67,957
Expenditures:					
Operating and Administrative					
Professional Fees	$ -	$ 134,992	$ 191,448	$ 87,332	$ 48,014
Contracted Services	-	36,094	14,660	34,059	19,185
Repairs and Maintenance	-	-	5,240	-	-
Utilities	-	-	-	-	664
Administrative	-	8,535	9,943	50,045	9,608
Other	-	12,577	1,117	625	9,656
Total Expenditures	$ -	$ 192,198	$ 222,408	$ 172,061	$ 87,127
Excess (Deficiency) of Revenues Over Expenditures	$ -	$ 56,898	$ (90,334)	$ (85,571)	$ (19,170)
Other Financing Sources (Uses)					
Developer Advances	$ -	$ 117,000	$ 30,000	-	-
Internal Transfers	-	152,286	$ 6,430	-	-
Beginning Fund Balance	$ 9,603	$ (316,581)	$ (262,677)	$ (177,106)	$ (157,936)
Ending Fund Balance	$ 9,603	$ 9,603	$ (316,581)	$ (262,677)	$ (177,106)

(a) Unaudited. Provided by the District's bookkeeper.

DEBT SERVICE REQUIREMENTS

The following table sets forth the debt service requirements for the Outstanding Bonds and estimated debt service requirements for the Bonds at an assumed interest rate of 5.25% per annum.

Calendar Year	Outstanding Debt Service	Debt Service on the Bonds			Total Debt Service
		Principal	Interest	Total	
2024	$ 435,260	$ -	$ 305,025	$ 305,025	$ 740,285
2025	438,648	165,000	457,538	622,538	1,061,185
2026	436,779	175,000	448,875	623,875	1,060,654
2027	439,579	180,000	439,688	619,688	1,059,266
2028	441,893	190,000	430,238	620,238	1,062,130
2029	438,720	200,000	420,263	620,263	1,058,983
2030	447,536	210,000	409,763	619,763	1,067,299
2031	445,802	225,000	398,738	623,738	1,069,540
2032	453,734	235,000	386,925	621,925	1,075,659
2033	451,006	250,000	374,588	624,588	1,075,594
2034	458,007	260,000	361,463	621,463	1,079,470
2035	454,310	275,000	347,813	622,813	1,077,122
2036	445,406	290,000	333,375	623,375	1,068,781
2037	446,319	305,000	318,150	623,150	1,069,469
2038	451,819	320,000	302,138	622,138	1,073,956
2039	446,825	335,000	285,338	620,338	1,067,163
2040	456,438	355,000	267,750	622,750	1,079,188
2041	450,138	375,000	249,113	624,113	1,074,250
2042	458,625	390,000	229,425	619,425	1,078,050
2043	461,313	415,000	208,950	623,950	1,085,263
2044	468,425	435,000	187,163	622,163	1,090,588
2045	469,564	460,000	164,325	624,325	1,093,889
2046	470,110	480,000	140,175	620,175	1,090,285
2047	370,069	505,000	114,975	619,975	990,044
2048	372,435	535,000	88,463	623,463	995,898
2049	368,868	560,000	60,375	620,375	989,243
2050	374,850	590,000	30,975	620,975	995,825
Total	$ 11,852,475	$ 8,715,000	$ 7,761,600	$ 16,476,600	$ 28,329,075

Projected Average Annual Debt Service Requirements (2024-2050)…… $1,049,225

Projected Maximum Annual Debt Service Requirements (2045)…… $1,093,889

LEGAL MATTERS

Legal Proceedings

Delivery of the Bonds will be accompanied by the approving legal opinion of the Attorney General of Texas to the effect that the Bonds are valid and legally binding obligations of the District under the Constitution and laws of the State of Texas, payable from the proceeds of an annual ad valorem tax levied, without limit as to rate or amount, upon all taxable property within the District, and, based upon their examination of a transcript of certified proceedings relating to the issuance and sale of the Bonds, the approving legal opinion of Bond Counsel, to a like effect and to the effect that, under existing law, interest on the Bonds is excludable from gross income for federal income tax purposes and interest on the Bonds is not subject to the alternative minimum tax on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code")) for the purpose of determining the alternative minimum tax imposed on corporations.

Bond Counsel has reviewed the information appearing in this Official Statement under "THE BONDS," "THE DISTRICT—General," "UTILITY AGREEMENT BETWEEN THE DISTRCT AND THE CITY OF COLLEGE STATION," "TAX PROCEDURES," "LEGAL MATTERS," "TAX MATTERS," and "CONTINUING DISCLOSURE OF INFORMATION" solely to determine if such information, insofar as it relates to matters of law, is true and correct, and whether such information fairly summarizes the provisions of the documents referred to therein. Bond Counsel has not, however, independently verified any of the factual information contained in this Official Statement nor has it conducted an investigation of the affairs of the District for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon Bond Counsel's limited participation as an assumption of responsibility for or an expression of opinion of any kind with regard to the accuracy or completeness of any information contained herein.

Allen Boone Humphries Robinson LLP also serves as General Counsel to the District on matters other than the issuance of bonds. The legal fees paid to Bond Counsel for services rendered in connection with the issuance of the Bonds are based on a percentage of the bonds actually issued, sold, and delivered and, therefore, such fees are contingent upon the sale and delivery of the Bonds. The legal fees paid to Allen Boone Humphries Robinson LLP in its capacity as General Counsel are based on time charges actually incurred.

McCall, Parkhurst & Horton L.L.P., Houston, Texas ("Disclosure Counsel") serves as Disclosure Counsel to the District. The fee to be paid Disclosure Counsel for services rendered in connection with the issuance of the Bonds is contingent on the issuance, sale and delivery of the Bonds.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

No Material Adverse Change

The obligations of the Initial Purchaser to take and pay for the Bonds, and of the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the condition (financial or otherwise) of the District from that set forth or contemplated in the Preliminary Official Statement.

No-Litigation Certificate

The District will furnish the Initial Purchaser a certificate, executed by both the President or Vice President and Secretary or Assistant Secretary of the Board, and dated as of the date of delivery of the Bonds, to the effect that no litigation of any nature is pending or to its knowledge threatened, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the levy, assessment and collection of ad valorem taxes to pay the interest or the principal of the Bonds; in any manner questioning the authority or proceedings for the issuance, execution or delivery of the Bonds; or affecting the validity of the Bonds or the title of the present officers of the District.

TAX MATTERS

In the opinion of Allen Boone Humphries Robinson LLP, Bond Counsel, under existing law, interest on the Bonds is excludable from gross income for federal income tax purposes and interest on the Bonds is not subject to the alternative minimum tax on individuals; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in section 59(k) of the Internal Revenue Code of 1986, as amended (the "Code")) for the purpose of determining the alternative minimum tax imposed on corporations.

The Code imposes a number of requirements that must be satisfied for interest on state or local obligations, such as the Bonds, to be excludable from gross income for federal income tax purposes. These requirements include limitations on the use of proceeds and the source of repayment, limitations on the investment of proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of proceeds be paid periodically to the United States and a requirement that the issuer file an information report with the Internal Revenue Service. The District has covenanted in the Bond Resolution that they will comply with these requirements.

Bond Counsel's opinion will assume continuing compliance with the covenants of the Bond Resolution pertaining to those sections of the Code which affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and, in addition, will rely on representations by the District, the District's Financial Advisor and the Initial Purchaser with respect to matters solely within the knowledge of the District, the District's Financial Advisor and the Initial Purchaser, respectively, which Bond Counsel has not independently verified. If the District should fail to comply with the covenants in the Bond Resolution or if the foregoing representations should be determined to be inaccurate or incomplete, interest on the Bonds could become taxable from the date of delivery of the Bonds, regardless of the date on which the event causing such taxability occurs.

Under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on the Bonds, received or accrued during the year. Payments of interest on tax-exempt obligations such as the Bonds are in many cases required to be reported to the Service. Additionally, backup withholding may apply to any such payments to any owner who is not an "exempt recipient" and who fails to provide certain identifying information. Individuals generally are not exempt recipients, whereas corporations and certain other entities generally are exempt recipients.

Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the ownership of, receipt of interest on, or disposition of, the Bonds.

Prospective purchasers of the Bonds should be aware that the ownership of tax exempt obligations may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax exempt obligations, taxpayers owning an interest in a FASIT that holds tax-exempt obligations, and individuals otherwise qualifying for the earned income credit. In addition, certain foreign corporations doing business in the United States may be subject to the "branch profits tax" on their effectively-connected earnings and profits, including tax exempt interest such as interest on the Bonds. These categories of prospective purchasers should consult their own tax advisors as to the applicability of these consequences.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on Bond Counsel's knowledge of facts as of the date hereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of result and are not binding on the Service; rather, such opinions represent Bond Counsel's legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the District as the taxpayer and the owners of the Bonds may not have a right to participate in such audit. Public awareness of any future audit of the Bonds could adversely affect the value and liquidity of the Bonds during the pendency of the audit regardless of the ultimate outcome of the audit.

Tax Accounting Treatment of Original Issue Discount Bonds

The issue price of certain of the Bonds (the "Original Issue Discount Bonds") may be less than the stated redemption price at maturity. In such case, under existing law, and based upon the assumptions hereinafter stated (a) the difference between (i) the stated amount payable at the maturity of each Original Issue Discount Bond and (ii) the issue price of such Original Issue Discount Bond constitutes original issue discount with respect to such Original Issue Discount Bond in the hands of any owner who has purchased such Original Issue Discount Bond at the initial public offering price in the initial public offering of the Bonds; and (b) such initial owner is entitled to exclude from gross income (as defined in Section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Bond continues to be owned by such owner.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Bond was held by such initial owner) is includable in gross income. (Because original issue discount is treated as interest for federal income tax purposes, the discussion regarding interest on the Bonds under the caption "TAX MATTERS" generally applies, except as otherwise provided below, to original issue discount on an Original Issue Discount Bond held by an owner who purchased such Bond at the initial offering price in the initial public offering of the Bonds, and should be considered in connection with the discussion in this portion of the Official Statement.)

The foregoing is based on the assumptions that (a) the Initial Purchaser has purchased the Bonds for contemporaneous sale to the general public and not for investment purposes, and (b) all of the Original Issue Discount Bonds have been offered, and a substantial amount of each maturity thereof has been sold, to the general public in arm's-length transactions for a cash price (and with no other consideration being included) equal to the initial offering prices thereof stated on the cover page of this Official Statement, and (c) the respective initial offering prices of the Original Issue Discount Bonds to the general public are equal to the fair market value thereof. Neither the District nor Bond Counsel warrants that the Original Issue Discount Bonds will be offered and sold in accordance with such assumptions.

Under existing law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Bond for purposes of determining the amount of gain or loss recognized by such owner upon redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price plus the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Bond.

The federal income tax consequences of the purchase, ownership, and redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. All owners of Original Issue Discount Bonds should consult their own tax advisors with respect to the determination for federal, state and local income tax purposes of interest accrued upon redemption, sale or other disposition of such Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership and redemption, sale or other disposition of such Bonds.

Not Qualified Tax-Exempt Obligations

The Bonds will not be designated as "qualified tax-exempt obligations" for financial institutions.

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SALE AND DISTRIBUTION OF THE BONDS

Award of the Bonds

After requesting competitive bids for the Bonds, the District accepted the bid resulting in the lowest net interest cost, which bid was tendered by _____ (the "Initial Purchaser") bearing the interest rates shown on the cover page hereof, at a price of _____% of the principal amount thereof plus accrued interest to the date of delivery which resulted in a net effective interest rate of _____% as calculated pursuant to Chapter 1204 of the Texas Government Code.

Prices and Marketability

The prices and other terms with respect to the offering and sale of the Bonds may be changed at any time by the Initial Purchaser after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial offering prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Initial Purchaser may over-allot or effect transactions that stabilize or maintain the market prices of the Bonds at levels above those that might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The District has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. In such a secondary market, the difference between the bid and asked price of utility district bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, as bonds of such entities are more generally bought, sold, or traded in the secondary market.

Securities Laws

No registration statement relating to the offer and sale of the Bonds has been filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities laws of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdiction.

MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE

Moody's Investors Service ("Moody's") has assigned a credit rating of "____" to the Bonds. An explanation of the rating may be obtained from Moody's, 7 World Trade Center, 250 Greenwich Street, New York, New York 10007. The rating fees of Moody's will be paid by the District; however, the fees associated with any other rating will be the responsibility of the Initial Purchaser. There is no assurance that such rating will continue for any given period of time or that it will not be revised or withdrawn entirely by Moody's, if in its judgment, circumstances so warrant. Any such revisions or withdrawal of the rating may have an adverse effect on the market price of the Bonds.

An application has also been made for municipal bond insurance. If qualified, the purchase of municipal bond insurance is optional and at the expense of the Initial Purchaser. See "RISK FACTORS—Risk Factors Related to the Purchase of Municipal Bond Insurance."

PREPARATION OF OFFICIAL STATEMENT

Sources and Compilation of Information

The financial data and other information contained in this Official Statement has been obtained primarily from the District's records, the Developer, the Engineer, the Tax Assessor/Collector, the Appraisal District and information from certain other sources. All of these sources are believed to be reliable, but no guarantee is made by the District as to the accuracy or completeness of the information derived from sources other than the District, and its inclusion

herein is not to be construed as a representation on the part of the District except as described below under "Certification of Official Statement." Furthermore, there is no guarantee that any of the assumptions or estimates contained herein will be realized. The summaries of the agreements, reports, statutes, resolutions, engineering and other related information set forth in this Official Statement are included herein subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents for further information.

Financial Advisor

Post Oak Municipal Advisors LLC is employed as the Financial Advisor to the District to render certain professional services, including advising the District on a plan of financing and preparing the Official Statement, including the Official Notice of Sale and the Official Bid Form for the sale of the Bonds. In its capacity as Financial Advisor, Post Oak Municipal Advisors LLC has compiled and edited this Official Statement. In addition to compiling and editing, the Financial Advisor has obtained the information set forth herein under the caption indicated from the following sources:

> "THE DISTRICT" – Brazos County MUD 1., BV Southern Pointe Development, Inc. (The "Developer"), Costello Inc. ("Engineer"), and Records of the District ("Records"); "THE DEVELOPER AND MAJOR LANDOWNER" – Developer; "THE ROAD SYSTEM," and "THE SYSTEM"– Engineer; "UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED" - Records; "FINANCIAL STATEMENT (UNAUDITED)" - Brazos Central Appraisal District and B&A Municipal Tax Service LLC, Tax Assessor/Collector; "ESTIMATED OVERLAPPING DEBT STATEMENT" - Municipal Advisory Council of Texas and Financial Advisor; "TAX DATA" - B&A Municipal Tax Service LLC; "MANAGEMENT" – Records; "DEBT SERVICE REQUIREMENTS" - Financial Advisor; "THE BONDS," "TAX PROCEDURES," "LEGAL MATTERS," and "TAX MATTERS" - Allen Boone Humphries Robinson LLP.

The Financial Advisor has provided the following sentence for inclusion in this Official Statement. The Financial Advisor has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to the District and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

Consultants

In approving this Official Statement, the District has relied upon the following consultants.

Engineer: The information contained in this Official Statement relating to engineering matters and to the description of the System and in particular that information included in the sections entitled "THE DISTRICT," "THE ROAD SYSTEM," and "THE SYSTEM" have been provided by Costello Inc. and has been included herein in reliance upon the authority of said firm as experts in the field of civil engineering.

Appraisal District: The information contained in this Official Statement relating to the assessed valuations has been provided by the Brazos Central Appraisal District and has been included herein in reliance upon the authority of such entity as experts in assessing the values of property in Brazos County, including the District.

Tax Assessor/Collector: The information contained in this Official Statement relating to the historical breakdown of the Assessed Valuation, principal taxpayers, and certain other historical data concerning tax rates and tax collections has been provided by B&A Municipal Tax Service, LLC and is included herein in reliance upon the authority of such entity as experts in assessing and collecting taxes.

Auditor: As required by the Texas Water Code, the District retains an independent accountant to audit the District's financial statements annually, which audited financial statements are filed with the Commission. The District's financial statements for the fiscal year ended November 30, 2022, have been audited by McGrath & Co., PLLC. See "APPENDIX A" for a copy of the District's November 30, 2022, audited financial statements.

Bookkeeper: The information related to the "unaudited" summary of the District's General Fund as it appears in "GENERAL FUND" has been provided by Municipal Accounts & Consulting, L.P., and is included herein in reliance upon the authority of such firm as experts in the tracking and managing the various funds of special districts.

Updating the Official Statement

If, subsequent to the date of the Official Statement, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Initial Purchaser, of any adverse event which causes the Official Statement to be materially misleading, and unless the Initial Purchaser elects to terminate its obligation to purchase the Bonds, the District will promptly prepare and supply to the Initial Purchaser an appropriate amendment or supplement to the Official Statement satisfactory to the Initial Purchaser; provided, however, that the obligation of the District to so amend or supplement the Official Statement will terminate when the District delivers the Bonds to the Initial Purchaser, unless the Initial Purchaser notifies the District on or before such date that less than all of the Bonds have been sold to ultimate customers, in which case the District's obligations hereunder will extend for an additional period of time as required by law (but not more than 90 days after the date the District delivers the Bonds).

Certification of Official Statement

The District, acting through its Board of Directors in its official capacity, hereby certifies, as of the date hereof, that the information, statements, and descriptions or any addenda, supplement and amendment thereto pertaining to the District and its affairs contained herein, to the best of its knowledge and belief, contain no untrue statement of a material fact and do not omit to state any material fact necessary to make the statements herein, in light of the circumstances under which they are made, not misleading. With respect to information included in this Official Statement other than that relating to the District, the District has no reason to believe that such information contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading; however, the Board has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the District. In rendering such certificate, the official executing this certificate may state that he has relied in part on his examination of records of the District relating to matters within his own area of responsibility, and his discussions with, or certificates or correspondence signed by, certain other officials, employees, consultants and representatives of the District.

CONTINUING DISCLOSURE OF INFORMATION

In the Bond Resolution, the District has made the following agreement for the benefit of the Registered and Beneficial Owners of the Bonds. The District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the District will be obligated to provide certain updated financial information and operating data annually, and timely notice of certain specified events, to the Municipal Securities Rulemaking Board (the "MSRB"). The MSRB has established the Electronic Municipal Market Access ("EMMA") system.

Annual Reports

The District will provide certain financial information and operating data to the MSRB through its EMMA system.

The financial information and operating data which will be provided with respect to the District includes all quantitative financial information and operating data of the general type, included in "FINANCIAL STATEMENT (UNAUDITED)," "TAX DATA," "DEBT SERVICE REQUIREMENTS" and in APPENDIX A (Independent Auditor's Report and Financial Statements). The District will update and provide this information to the MSRB within six months after the end of each of its fiscal years ending in or after 2023. Any information so provided shall be prepared in accordance with generally accepted accounting principles or other such principles as the District may be required to employ from time to time pursuant to state law or regulation, and audited if the District commissions an audit and if the audit report is completed within the period during which it must be provided. If the audit report is not complete within such period, then the District shall provide unaudited financial statements for the applicable fiscal year to the MSRB within such six-month period and audited financial statements when and if the audit report becomes available.

The District's current fiscal year end is November 30. Accordingly, it must provide updated information by May 31 in each year, unless the District changes its fiscal year. If the District changes its fiscal year, it will notify the MSRB of the change.

Event Notices

The District will provide timely notices of certain specified events to the MSRB, but in no event will such notices be provided to the MSRB in excess of ten business days after the occurrence of an event. The District will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds; (7) modifications to rights of beneficial owners of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the District or other obligated person; (13) consummation of a merger, consolidation, or acquisition involving the District or other obligated person or the sale of all or substantially all of the assets of the District or other obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of an definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the District or other obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District or other obligated person, any of which affect beneficial owners of the Bonds, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District or other obligated person, any of which reflect financial difficulties. The terms "obligated person" and "financial obligation" when used in this paragraph shall have the meanings ascribed to them under the Rule. The term "material" when used in this paragraph shall have the meaning ascribed to it under the federal securities laws. Neither the Bonds nor the Bond Resolution make any provision for debt service reserves or liquidity enhancement. In addition, the District will provide timely notice of any failure by the District to provide financial information, operating data, or financial statements in accordance with its agreement described above under "Annual Reports."

Availability of Information from MSRB

The District has agreed to provide the foregoing information only to the MSRB. The MSRB makes the information available to the public without charge through the EMMA internet portal at www.emma.msrb.org.

Limitations and Amendments

The District has agreed to update information and to provide notices of specified events only as described above. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although Registered or beneficial owners of Bonds may seek a writ of mandamus to compel the District to comply with its agreement.

The District may amend its continuing disclosure agreement from time to time to adapt the changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, if but only if the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering made hereby in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and either the Registered Owners of a majority in aggregate principal amount of the outstanding Bonds consent to the amendment or any person unaffiliated with the District (such as nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the holders and beneficial owners of the Bonds. The District may amend or repeal the agreement in the Bond Resolution if the SEC amends or repeals the applicable provisions of

the Rule or a court of final jurisdiction determines that such provisions are invalid or unenforceable, but only to the extent that its right to do so would not prevent the Initial Purchaser from lawfully purchasing the Bonds in the initial offering. If the District so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance with Prior Undertakings

Since the issuance of its first series of bonds in 2020, the District has complied in all material respects with its previous continuing disclosure agreements made by the District.

MISCELLANEOUS

All estimates, statements and assumptions in this Official Statement and the Appendices hereto have been made on the basis of the best information available and are believed to be reliable and accurate. Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any such statements will be realized.

This Official Statement was approved by the Board of Directors of Brazos County Municipal Utility District No. 1, as of the date shown on the cover page.

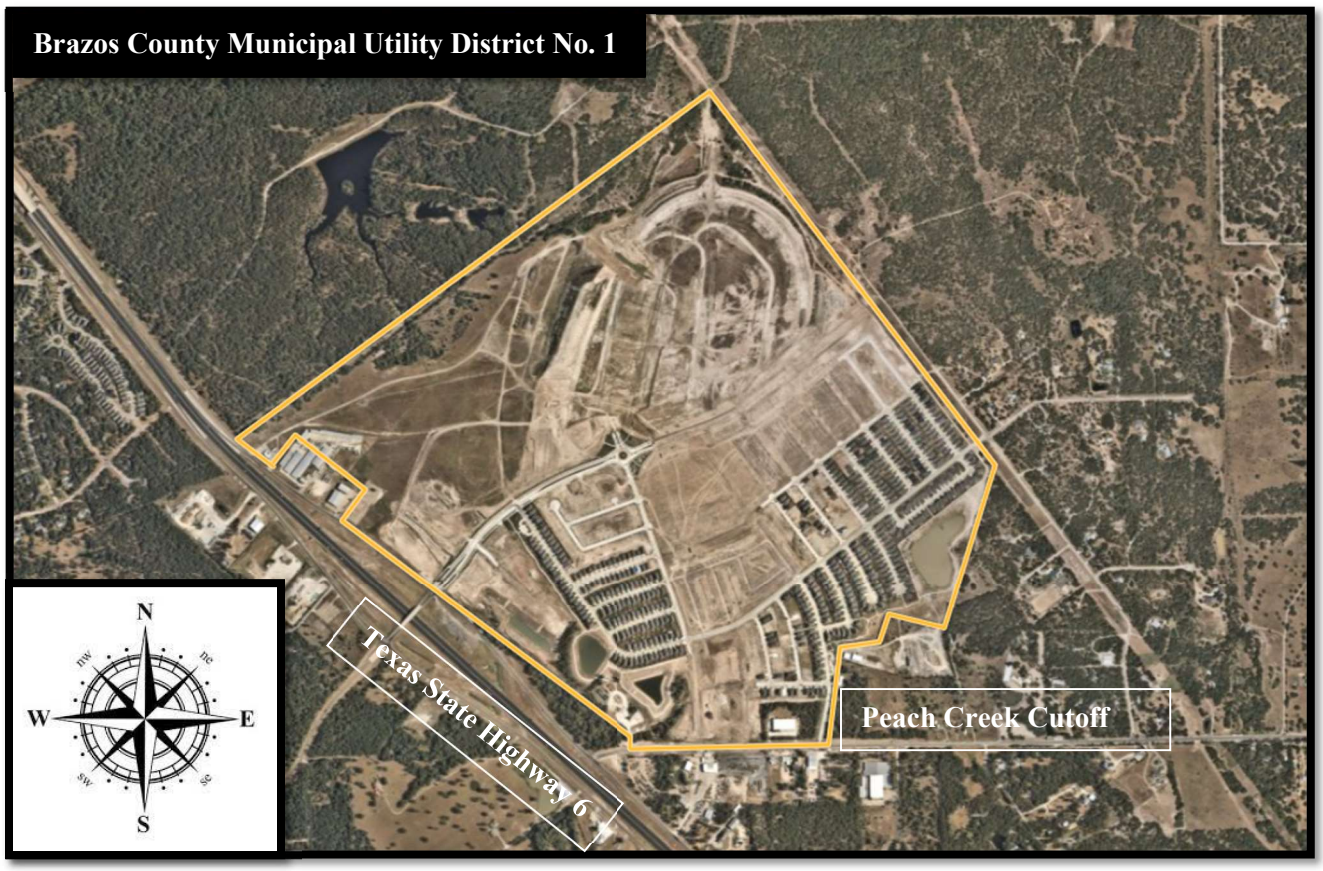
/s/
President, Board of Directors
Brazos County Municipal Utility District No. 1

ATTEST:

/s/
Secretary, Board of Directors
Brazos County Municipal Utility District No. 1

AERIAL PHOTOGRAPH

(Approximate boundaries of the District as of November 2023)



PHOTOGRAPHS (will update)

The following photographs were taken in the District in November 2023, solely to illustrate the type of improvements which have been constructed in the District. The District cannot predict if any additional improvements will be constructed in the future.

BRAZOS COUNTY
MUNICIPAL UTILITY
DISTRICT NO 1
A POLITICAL SUBDIVISION OF
THE STATE OF TEXAS
35

Southern Pointe Pkwy
State Hwy 6

Ranger
MODEL HOME
979.324.8089
WWW.RANGERHOMEBUILDERS.COM

KH
KALEO HOMES
979-589-4481
MODEL HOME

Darlington Ave 6300
Mather Pkwy 6300
STOP

Natchez St 700
Mather Pkwy 6200

SOLD

APPENDIX A

Independent Auditor's Report and Financial Statements for the fiscal year ended November 30, 2022

BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 1

BRAZOS COUNTY, TEXAS

FINANCIAL REPORT

November 30, 2022

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McGRATH & CO., PLLC

Certified Public Accountants
2900 North Loop West, Suite 880
Houston, Texas 77092

Independent Auditor's Report

Board of Directors
Brazos County Municipal Utility District No. 1
Brazos County, Texas

Opinions

We have audited the accompanying financial statements of the governmental activities and each major fund of Brazos County Municipal Utility District No. 1 (the "District"), as of and for the year ended November 30, 2022, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and each major fund of Brazos County Municipal Utility District No. 1, as of November 30, 2022, and the respective changes in financial position thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

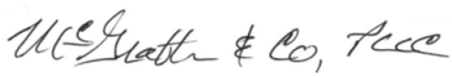
Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and budgetary comparison information be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic or historical context. We have applied

certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the District's basic financial statements. The Texas Supplementary Information schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Texas Supplementary Information schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.



Houston, Texas
April 6, 2023

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Management's Discussion and Analysis

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Using this Annual Report

Within this section of the financial report of Brazos County Municipal Utility District No. 1 (the "District"), the District's Board of Directors provides a narrative discussion and analysis of the financial activities of the District for the fiscal year ended November 30, 2022. This analysis should be read in conjunction with the independent auditor's report and the basic financial statements that follow this section.

In addition to this discussion and analysis, this annual report consists of:

- The District's basic financial statements;
- Notes to the basic financial statements, which provide additional information essential to a full understanding of the data provided in the financial statements;
- Supplementary information required by the Governmental Accounting Standards Board (GASB) concerning the District's budget; and
- Other Texas supplementary information required by the District's state oversight agency, the Texas Commission on Environmental Quality (TCEQ).

Overview of the Financial Statements

The District prepares its basic financial statements using a format that combines fund financial statements and government-wide statements onto one financial statement. The combined statements are the *Statement of Net Position and Governmental Funds Balance Sheet* and the *Statement of Activities and Governmental Funds Revenues, Expenditures and Changes in Fund Balances*. Each statement contains an adjustments column which quantifies the differences between the government-wide and fund level statements. Additional details of the adjustments are provided in Note 2 to the basic financial statements.

Government-Wide Financial Statements

The focus of government-wide financial statements is on the overall financial position and activities of the District, both long-term and short-term. The District's government-wide financial statements consist of the *Statement of Net Position* and the *Statement of Activities*, which are prepared using the accrual basis of accounting. The *Statement of Net Position* includes all of the District's assets, deferred outflows of resources, liabilities, and deferred inflows of resources with the residual reported as net position. Over time, changes in net position may provide a useful indicator of whether the financial position of the District as a whole is improving or deteriorating.

Accounting standards establish three components of net position. The net investment in capital assets component represents the District's investments in capital assets, less any outstanding debt or other borrowings used to acquire those assets. Resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities. The restricted component of net position consists of financial resources that are restricted for a specific purpose by enabling legislation or external parties. The unrestricted component of net position represents resources not included in the other components.

The *Statement of Activities* reports how the District's net position has changed during the fiscal year. All revenues and expenses are included on this statement, regardless of whether cash has been received or paid.

Fund Financial Statements

The fund financial statements include the *Governmental Funds Balance Sheet* and the *Governmental Funds Revenues, Expenditures and Changes in Fund Balances*. The focus of fund financial statements is on specific activities of the District rather than the District as a whole, reported using modified accrual accounting. These statements report on the District's use of available financial resources and the balances of available financial resources at the end of the year. Except for the General Fund, a specific fund is established to satisfy managerial control over resources or to satisfy finance-related legal requirements established by external parties, governmental statutes or regulations.

For further discussion on the government-wide and fund financial statements, please refer to Note 1 in the financial statements.

Financial Analysis of the District as a Whole

The District's net position at November 30, 2022, was negative $17,203,773. The District's net position is negative because the District incurs debt to construct water and sewer facilities which it conveys to the City of College Station and roads which it conveys to Brazos County. A comparative summary of the District's overall financial position, as of November 30, 2022 and 2021, is as follows:

	2022	2021
Current and other assets	$ 866,663	$ 526,025
Capital assets	8,451,046	6,304,720
Total assets	9,317,709	6,830,745
Current liabilities	267,159	511,774
Long-term liabilities	25,611,152	13,264,206
Total liabilities	25,878,311	13,775,980
Total deferred inflows of resources	643,171	352,679
Net position		
Net investment in capital assets	(610,043)	(358,142)
Restricted	56,285	63,003
Unrestricted	(16,650,015)	(7,002,775)
Total net position	$ (17,203,773)	$ (7,297,914)

The total net position of the District decreased during the current fiscal year by $9,905,859. A comparative summary of the District's *Statement of Activities* for the past two years is as follows:

	2022	2021
Revenues		
Property taxes, penalties and interest	$ 350,799	$ 206,183
Other	3,207	101
Total revenues	354,006	206,284
Expenses		
Operating and administrative	302,996	238,815
Debt interest and fees	88,362	54,830
Developer interest	112,359	
Debt issuance costs	145,195	
Depreciation	96,825	49,782
Total expenses	745,737	343,427
Change in net position before other item	(391,731)	(137,143)
Other item		
Transfers to other governments	(9,514,128)	(850,931)
Change in net position	(9,905,859)	(988,074)
Net position, beginning of year	(7,297,914)	(6,309,840)
Net position, end of year	$ (17,203,773)	$ (7,297,914)

Financial Analysis of the District's Funds

The District's combined fund balances, as of November 30, 2022, were $65,279, which consists of $9,603 in the General Fund, $80,231 in the Debt Service Fund and negative $24,555 in the Capital Projects Fund.

General Fund

A comparative summary of the General Fund's financial position as of November 30, 2022 and 2021 is as follows:

	2022	2021
Total assets	$ 548,902	$ 346,868
Total liabilities	$ 134,101	$ 413,047
Total deferred inflows	405,198	250,402
Total fund balance	9,603	(316,581)
Total liabilities, deferred inflows and fund balance	$ 548,902	$ 346,868

A comparative summary of the General Fund's activities for the current and prior fiscal year is as follows:

	2022	2021
Total revenues	$ 249,096	$ 132,074
Total expenditures	(192,198)	(222,408)
Revenues over/(under) expenditures	56,898	(90,334)
Other changes in fund balance	269,286	36,430
Net change in fund balance	$ 326,184	$ (53,904)

The District manages its activities with the objectives of ensuring that expenditures will be adequately covered by revenues each year and that an adequate fund balance is maintained. The District's primary financial resources in the General Fund are from a property tax levy and developer advances. Financial resources are influenced by a variety of factors each year:

- Property tax revenues are dependent upon assessed values in the District and the maintenance tax rate set by the District. The 2021 levy was recognized as revenues in the 2022 fiscal year, while the 2020 levy was recognized in the 2021 fiscal year (to the extent that these amounts were collected). Property tax revenues increased from prior year because the District increased the maintenance and operations component of the levy and because assessed values increased from prior year.
- Developers in the District advance funds to the District as needed to pay operating costs.

Debt Service Fund

A comparative summary of the Debt Service Fund's financial position as of November 30, 2022 and 2021 is as follows:

	2022	2021
Total assets	$ 318,204	$ 179,157
Total liabilities	$ -	$ 296
Total deferred inflows	237,973	102,277
Total fund balance	80,231	76,584
Total liabilities, deferred inflows and fund balance	$ 318,204	$ 179,157

A comparative summary of the Debt Service Fund's activities for the current and prior fiscal year is as follows:

	2022	2021
Total revenues	$ 104,711	$ 75,158
Total expenditures	(143,257)	(107,819)
Revenues under expenditures	(38,546)	(32,661)
Other changes in fund balance	42,193	
Net change in fund balance	$ 3,647	$ (32,661)

The District's financial resources in the Debt Service Fund in both the current year and prior year are from property tax revenues. During the current year, financial resources also included capitalized interest from the sale of bonds. The difference between these financial resources and debt service requirements resulted in a decrease in fund balance each year. It is important to note that the District sets its annual debt service tax rate as recommended by its financial advisor, who monitors projected cash flows in the Debt Service Fund to ensure that the District will be able to meet its future debt service requirements.

Capital Projects Fund

A comparative summary of the Capital Projects Fund's financial position as of November 30, 2022 and 2021 is as follows:

	2022	2021
Total assets	$ 6,737	$ -
Total liabilities	$ 31,292	$ 39,850
Total fund balance	(24,555)	(39,850)
Total liabilities and fund balance	$ 6,737	$ -

The negative fund balance in the District's Capital Projects Fund is due to the accrual of construction related legal fees incurred in the current fiscal year. These invoices will be paid from future bond proceeds.

A comparative summary of activities in the Capital Projects Fund for the current and prior fiscal year is as follows:

	2022	2021
Total revenues	$ 199	$ 2
Total expenditures	(1,319,275)	(2)
Revenues over/(under) expenditures	(1,319,076)	-
Other changes in fund balance	1,334,371	(6,430)
Net change in fund balance	$ 15,295	$ (6,430)

During the current fiscal year, capital asset activity was financed with proceeds from the issuance of its Series 2022 Unlimited Tax Bonds. The District did not have any significant capital asset activity in the prior year.

General Fund Budgetary Highlights

The Board of Directors adopts an annual unappropriated budget for the General Fund prior to the beginning of each fiscal year. The Board did not amend the budget during the fiscal year.

Since the District's budget is primarily a planning tool, actual results varied from the budgeted amounts. Actual net change in fund balance was $309,684 greater than budgeted. The *Budgetary Comparison Schedule* on page 36 of this report provides variance information per financial statement line item.

Capital Assets

The District has entered into financing agreements with its developers for the financing of the construction of capital assets within the District. Developers will be reimbursed from proceeds of future bond issues or other lawfully available funds. These developer funded capital assets are recorded on the District's financial statements upon completion of construction.

Capital assets held by the District at November 30, 2022 and 2021 are summarized as follows:

	2022	2021
Capital assets not being depreciated		
Land and improvements	$ 4,260,836	$ 4,239,068
Capital assets being depreciated		
Drainage facilities	4,410,822	2,189,439
Landscaping improvements	22,560	22,560
	4,433,382	2,211,999
Less accumulated depreciation		
Drainage facilities	(239,788)	(144,091)
Landscaping improvements	(3,384)	(2,256)
	(243,172)	(146,347)
Depreciable capital assets, net	4,190,210	2,065,652
Capital assets, net	$ 8,451,046	$ 6,304,720

Capital asset additions during the current year include drainage to serve Southern Pointe, Sections 101, 102, 103, 104, 119, 120, 200 and 201, and detention pond C.

The District and the City of College Station (the "City") have entered into an agreement which obligates the District to construct water and wastewater facilities to serve the District and, when completed, to convey title to the facilities to the City. Additional information is presented in Note 10.

Additionally, the District and Brazos County (the "County") have entered into an agreement for the construction of road facilities within the boundaries of the District and, when completed, to convey title to the facilities to the County for acceptance into the County system. Additional information is presented in Note 11.

Accordingly, these public water, sewer, and road facilities are not considered assets of the District. The estimated value of these assets is recorded as transfers to other governments upon completion of construction. This estimated cost is trued-up when the developers are reimbursed. For the year ended November 30, 2022, capital assets in the amount of $9,514,128 have been completed and recorded as to other governments in the government-wide statements. Additional information is presented in Note 9.

Long-Term Debt and Related Liabilities

As of November 30, 2022, the District owes approximately $22,191,152 to developers for completed projects and operating advances. The initial cost of the completed project and related liability is estimated based on actual construction costs plus 10-15% for engineering and other fees and is recorded on the District's financial statements upon completion of construction. As discussed in Note 6, the District has an additional commitment in the amount of $12,366,945 for projects under construction by the developers. As noted, the District will owe its developer for these projects upon completion of construction. The District intends to reimburse the developer from proceeds of future bond issues or other lawfully available funds. The estimated cost of amounts owed to the developer is trued up when the developer is reimbursed.

At November 30, 2022 and 2021, the District had total bonded debt outstanding as shown below:

Series	2022	2021
2020 Road	$ 1,915,000	$ 1,960,000
2022	1,590,000	
	$ 3,505,000	$ 1,960,000

During the current year, the District issued $1,590,000 in unlimited tax bonds. At November 30, 2022, the District had $234,010,000 unlimited tax bonds authorized, but unissued for the purposes of acquiring, constructing and improving the water, sanitary sewer and drainage systems within the District and the refunding of such bonds; and $102,060,000 for road improvements and the refunding of such bonds.

Next Year's Budget

In establishing the budget for the next fiscal year, the Board considered various economic factors that may affect the District, most notably projected revenues from property taxes and the projected cost of operating the District.

A comparison of next year's budget to current year actual amounts for the General Fund is as follows:

	2022 Actual	2023 Budget
Total revenues	$ 249,096	$ 397,226
Total expenditures	(192,198)	(266,100)
Revenues over expenditures	56,898	131,126
Other changes in fund balance	269,286	
Net change in fund balance	326,184	131,126
Beginning fund balance	(316,581)	9,603
Ending fund balance	$ 9,603	$ 140,729

Property Taxes

The District's property tax base increased approximately $29,298,000 for the 2022 tax year from $35,019,506 to $64,317,078. This increase was primarily due to new construction in the District and increased property values. For the 2022 tax year, the District has levied a maintenance tax rate of $0.63 per $100 of assessed value, a water, sewer and drainage debt service tax rate of $0.095 and a road debt service tax rate of $0.275 per $100 of assessed value, for a total combined tax rate of $1.00 per $100 of assessed value. Tax rates for the 2021 tax year were $0.71 per $100 for maintenance and operations and $0.29 per $100 for road debt service for a combined total of $1.00 per $100 of assessed value..

Basic Financial Statements

Brazos County Municipal Utility District No. 1
Statement of Net Position and Governmental Funds Balance Sheet
November 30, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total	Adjustments	Statement of Net Position
Assets						
Cash	$ 28,770	$ 72,670	$ -	$ 101,440	$ -	$ 101,440
Investments	46,355	124,268	6,737	177,360		177,360
Taxes receivable, net	360,765	211,878		572,643		572,643
Internal balances	97,818	(90,638)	(7,180)			
Other receivables		26		26		26
Restricted assets:						
Road maintenance fund	15,194			15,194		15,194
Capital assets not being depreciated					4,260,836	4,260,836
Capital assets, net					4,190,210	4,190,210
Total Assets	$ 548,902	$ 318,204	$ (443)	$ 866,663	8,451,046	9,317,709
Liabilities						
Accounts payable	$ 15,600	$ -	$ -	$ 15,600		15,600
Other payables	361			361		361
Accrued legal expenses	104,220		24,112	128,332		128,332
Road maintenance fund advance	13,920			13,920		13,920
Accrued interest payable					23,946	23,946
Due to developers					22,191,152	22,191,152
Long-term debt						
Due within one year					85,000	85,000
Due after one year					3,420,000	3,420,000
Total Liabilities	134,101		24,112	158,213	25,720,098	25,878,311
Deferred Inflows of Resources						
Deferred property taxes	405,198	237,973		643,171		643,171
Fund Balances/Net Position						
Fund Balances						
Restricted		80,231		80,231	(80,231)	
Unassigned	9,603		(24,555)	(14,952)	14,952	
Total Fund Balances	9,603	80,231	(24,555)	65,279	(65,279)	
Total Liabilities, Deferred Inflows of Resources and Fund Balances	$ 548,902	$ 318,204	$ (443)	$ 866,663		
Net Position						
Net investment in capital assets					(610,043)	(610,043)
Restricted for debt service					56,285	56,285
Unrestricted					(16,650,015)	(16,650,015)
Total Net Position					$ (17,203,773)	$ (17,203,773)

See notes to basic financial statements.

Brazos County Municipal Utility District No. 1
Statement of Activities and Governmental Funds Revenues, Expenditures and Changes in Fund Balances
For the Year Ended November 30, 2022

	General Fund	Debt Service Fund	Capital Projects Fund	Total	Adjustments	Statement of Activities
Revenues						
Property taxes	$ 248,370	$ 101,557	$ -	$ 349,927	$ -	$ 349,927
Penalties and interest		872		872		872
Miscellaneous		327		327		327
Investment earnings	726	1,955	199	2,880		2,880
Total Revenues	249,096	104,711	199	354,006		354,006
Expenditures/Expenses						
Operating and administrative						
Professional fees	134,992		90,538	225,530		225,530
Contracted services	36,094	11,632		47,726		47,726
Administrative	8,535	1,915		10,450		10,450
Other	12,577	6,713		19,290		19,290
Capital outlay			971,183	971,183	(971,183)	
Debt service						
Principal		45,000		45,000	(45,000)	
Interest and fees		77,997		77,997	10,365	88,362
Developer interest			112,359	112,359		112,359
Debt issuance costs			145,195	145,195		145,195
Depreciation					96,825	96,825
Total Expenditures/Expenses	192,198	143,257	1,319,275	1,654,730	(908,993)	745,737
Revenues Over/(Under) Expenditures/Expenses	56,898	(38,546)	(1,319,076)	(1,300,724)	908,993	(391,731)
Other Financing Sources/(Uses)						
Proceeds from sale of bonds		42,193	1,547,807	1,590,000	(1,590,000)	
Developer advances	117,000			117,000	(117,000)	
Repayment of developer advances			(61,150)	(61,150)	61,150	
Internal transfers	152,286		(152,286)			
Other Item						
Transfers to other governments					(9,514,128)	(9,514,128)
Net Change in Fund Balances	326,184	3,647	15,295	345,126	(345,126)	
Change in Net Position					(9,905,859)	(9,905,859)
Fund Balances/Net Position						
Beginning of the year	(316,581)	76,584	(39,850)	(279,847)	(7,018,067)	(7,297,914)
End of the year	$ 9,603	$ 80,231	$ (24,555)	$ 65,279	$ (17,269,052)	$ (17,203,773)

See notes to basic financial statements.

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Note 1 – Summary of Significant Accounting Policies

The accounting policies of Brazos County Municipal Utility District No. 1 (the "District") conform with accounting principles generally accepted in the United States of America as promulgated by the Governmental Accounting Standards Board ("GASB"). The following is a summary of the most significant policies:

Creation

The District was organized, created and established pursuant to an order of the Texas Commission on Environmental Quality, dated January 14, 2015, and operates in accordance with the Texas Water Code, Chapters 49 and 54. The Board of Directors held its first meeting on January 29, 2015 and the first bonds were issued on September 24, 2020.

The District's primary activities include construction of water, sewer, drainage, and road facilities within the District. As further discussed in Note 10 and 11, the District transfers its water and sewer facilities to the City of College Station for operation and maintenance upon completion of construction and road facilities to Brazos County for acceptance into the public road system. The consultants to provide services to operate and administer the affairs of the District. The District has no employees, related payroll or pension costs.

Reporting Entity

The District is a political subdivision of the State of Texas governed by an elected five-member board. The GASB has established the criteria for determining the reporting entity for financial statement reporting purposes. To qualify as a primary government, a government must have a separately elected governing body, be legally separate, and be fiscally independent of other state and local governments, while a component unit is a legally separate government for which the elected officials of a primary government are financially accountable. Fiscal independence implies that the government has the authority to adopt a budget, levy taxes, set rates, and/or issue bonds without approval from other governments. Under these criteria, the District is considered a primary government and is not a component unit of any other government. Additionally, no other entities meet the criteria for inclusion in the District's financial statements as component units.

Government-Wide and Fund Financial Statements

Government-wide financial statements display information about the District as a whole. These statements focus on the sustainability of the District as an entity and the change in aggregate financial position resulting from the activities of the fiscal period. Interfund activity, if any, has been removed from these statements. These aggregated statements consist of the *Statement of Net Position* and the *Statement of Activities.*

Note 1 – Summary of Significant Accounting Policies (continued)

Government-Wide and Fund Financial Statements (continued)

Fund financial statements display information at the individual fund level. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for a specific purpose. Each fund is considered to be a separate accounting entity. Most governments typically have many funds; however, governmental financial statements focus on the most important or "major" funds with non-major funds aggregated in a single column. The District has three governmental funds, which are all considered major funds.

The following is a description of the various funds used by the District:

- The General Fund is used to account for the operations of the District and all other financial transactions not reported in other funds. The principal sources of revenue are property taxes. Expenditures include costs associated with the daily operations of the District.
- The Debt Service Fund is used to account for the payment of interest and principal on the District's general long-term debt. The primary source of revenue for debt service is property taxes and capitalized interest from the sale of bonds. Expenditures include costs incurred in assessing and collecting these taxes.
- The Capital Projects Fund is used to account for the expenditures of bond proceeds for the construction of the District's water, sewer and drainage facilities and road improvements.

As a special-purpose government engaged in a single governmental program, the District has opted to combine its government-wide and fund financial statements in a columnar format showing an adjustments column for reconciling items between the two.

Measurement Focus and Basis of Accounting

The government-wide financial statements use the economic resources measurement focus and the full accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of the related cash flows. Property taxes are recognized as revenue in the year for which they are levied.

The fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenue is recognized in the accounting period in which it becomes both available and measurable to finance expenditures of the current period. For this purpose, the government considers revenues to be available if they are collected within sixty days of the end of the current fiscal period. Revenues susceptible to accrual include property taxes and interest earned on investments. Property taxes receivable at the end of the fiscal year are treated as deferred inflows because they are not considered available to pay liabilities of the current period. Expenditures are recognized in the accounting period in which the liability is incurred, if measurable, except for unmatured interest on long-term debt, which is recognized when due.

Note 1 – Summary of Significant Accounting Policies (continued)

Measurement Focus and Basis of Accounting (continued)

Note 2 further details the adjustments from the governmental fund presentation to the government-wide presentation.

Use of Restricted Resources

When both restricted and unrestricted resources are available for use, the District uses restricted resources first, then unrestricted resources as they are needed.

Receivables

All receivables are reported at their gross value and, where appropriate, are reduced by the estimated portion that is expected to be uncollectible. Receivables from and payables to external parties are reported separately and are not offset, unless a legal right of offset exists. At November 30, 2022, an allowance of $1,900 was provided for possible uncollectible property taxes.

Interfund Activity

During the course of operations, transactions occur between individual funds. This can include internal transfers, payables and receivables. This activity is combined as internal balances and is eliminated in both the government-wide and fund financial statement presentation.

Capital Assets

Capital assets do not provide financial resources at the fund level, and, therefore, are reported only in the government-wide statements. The District defines capital assets as assets with an initial cost of $50,000 or more and an estimated useful life in excess of one year. Capital assets are recorded at historical cost or estimated historical cost. Donated capital assets are recorded at acquisition value, which is the price that would be paid to acquire the asset on the acquisition date. The District has not capitalized interest incurred during the construction of its capital assets. The costs of normal maintenance and repairs that do not add to the value of the assets or materially extend asset lives are not capitalized.

Depreciable capital assets, which primarily consists of drainage facilities, are depreciated using the straight-line method as follows:

Assets	Useful Life
Infrastructure	45 years
Landscaping improvements	20 years

The District's detention facilities and drainage channels are considered improvements to land and are non-depreciable.

Note 1 – Summary of Significant Accounting Policies (continued)

Deferred Inflows and Outflows of Financial Resources

A deferred inflow of financial resources is the acquisition of resources in one period that is applicable to a future period, while a deferred outflow of financial resources is the consumption of financial resources in one period that is applicable to a future period. A deferred inflow results from the acquisition of an asset without a corresponding revenue or assumption of a liability. A deferred outflow results from the use of an asset without a corresponding expenditure or reduction of a liability.

At the fund level, property taxes receivable not collected within 60 days of fiscal year end do not meet the availability criteria required for revenue recognition and are recorded as deferred inflows of financial resources. Additionally, collections of the 2022 property tax levy are not considered current year revenues and, consequently, are also reported as deferred property taxes.

Deferred inflows of financial resources at the government-wide level consist of the 2022 property tax levy, which was levied to finance the 2023 fiscal year.

Net Position – Governmental Activities

Governmental accounting standards establish the following three components of net position:

Net investment in capital assets – represents the District's investments in capital assets, less any outstanding debt or other borrowings used to acquire those assets.

Restricted – consists of financial resources that are restricted for a specific purpose by enabling legislation or external parties.

Unrestricted – resources not included in the other components.

Fund Balances – Governmental Funds

Governmental accounting standards establish the following fund balance classifications:

Nonspendable - amounts that cannot be spent either because they are in nonspendable form or because they are legally or contractually required to be maintained intact. The District does not have any nonspendable fund balances.

Restricted - amounts that can be spent only for specific purposes because of constitutional provisions or enabling legislation or because of constraints that are externally imposed by creditors, grantors, contributors, or the laws or regulations of other governments. The District's restricted fund balances consist of property taxes levied for debt service in the Debt Service Fund.

Note 1 – Summary of Significant Accounting Policies (continued)

Fund Balances – Governmental Funds (continued)

Committed - amounts that can be used only for specific purposes determined by a formal action of the Board of Directors. The Board is the highest level of decision-making authority for the District. Commitments may be established, modified, or rescinded only through ordinances or resolutions approved by the Board. Committed fund balance also incorporates contractual obligations to the extent that existing resources in the fund have been specifically committed for use in satisfying those contractual requirements. The District does not have any committed fund balances.

Assigned - amounts that do not meet the criteria to be classified as restricted or committed but that are intended to be used for specific purposes. The District has not adopted a formal policy regarding the assignment of fund balances and does not have any assigned fund balances.

Unassigned - all other spendable amounts in the General Fund and deficit balances in other funds.

When an expenditure is incurred for which committed, assigned, or unassigned fund balances are available, the District considers amounts to have been spent first out of committed funds, then assigned funds, and finally unassigned funds.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities at the date of the financial statements, and revenues and expenses/expenditures during the period reported. These estimates include, among others, the collectability of receivables; the useful lives and impairment of capital assets; the value of amounts due to developer; the value of capital assets transferred to the City of College Station and Brazos County and the value of capital assets for which the developer has not been fully reimbursed. Estimates and assumptions are reviewed periodically, and the effects of revisions are reflected in the financial statements in the period they are determined to be necessary. Actual results could differ from the estimates.

Note 2 – Adjustment from Governmental to Government-wide Basis

Reconciliation of the *Governmental Funds Balance Sheet* to the *Statement of Net Position*

Total fund balances, governmental funds		$ 65,279
Capital assets used in governmental activities are not financial resources and, therefore, are not reported as assets in governmental funds.		
Historical cost	$ 8,694,218	
Less accumulated depreciation	(243,172)	
Change due to capital assets		8,451,046
Long-term liabilities are not due and payable in the current period and, therefore, are not reported as liabilities in the governmental funds. The difference consists of:		
Bonds payable	(3,505,000)	
Interest payable on bonds	(23,946)	
Change due to long-term debt		(3,528,946)
Amounts due to the District's developers for prefunded construction and operating advances are recorded as a liability in the *Statement of Net Position.*		(22,191,152)
Total net position - governmental activities		$ (17,203,773)

Note 2 – Adjustment from Governmental to Government-wide Basis (continued)

Reconciliation of the Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balances **to the** ***Statement of Activities***

Net change in fund balances - total governmental funds		$ 345,126
Governmental funds report capital outlays for developer reimbursements and construction costs as expenditures in the funds; however, in the *Statement of Activities,* the cost of capital assets is charged to expense over the estimated useful life of the asset.		
Capital outlays	$ 971,183	
Depreciation expense	(96,825)	
		874,358
The issuance of long-term debt provides current financial resources to governmental funds, while the repayment of principal uses current financial resources. However, neither transaction has any effect on net assets. Other elements of debt financing are reported differently between the fund and government wide statements.		
Issuance of long term debt	(1,590,000)	
Principal payments	45,000	
Interest expense accrual	(10,365)	
		(1,555,365)
Amounts received from the District's developers for operating advances provide financial resources at the fund level, but are recorded as a liability in the *Statement of Net Position.*		(117,000)
Amounts repaid to the District's developer for operating advances use financial resources at the fund level, but reduce the liability in the *Statement of Net Position.*		61,150
The District conveys its water and sewer facilities to the City of College Station and public roads to Brazos County upon completion of construction. Since these improvements are funded by the developers, financial resources are not expended in the fund financial statements; however, in the *Statement of Activities,* these amounts are reported as transfers to other governments.		(9,514,128)
Change in net position of governmental activities		$ (9,905,859)

Note 3 – Deposits and Investments

Deposit Custodial Credit Risk

Custodial credit risk as it applies to deposits (i.e. cash) is the risk that, in the event of the failure of the depository institution, a government will not be able to recover its deposits or will not be able to recover collateral securities. The *Public Funds Collateral Act* (Chapter 2257, Texas Government Code) requires that all of the District's deposits with financial institutions be covered by federal depository insurance and, if necessary, pledged collateral held by a third-party custodian. The act further specifies the types of securities that can be used as collateral. The District's written investment policy establishes additional requirements for collateralization of deposits.

Restricted Cash

As discussed in Note 11, the District has entered into an interlocal and funding agreement for the maintenance of roads and a related escrow agreement with Brazos County and its developer Southern Pointe LLC. Pursuant to the agreements, the District has $15,194 in the General Fund, which is restricted for the maintenance of public roads.

Investments

The District is authorized by the *Public Funds Investment Act* (Chapter 2256, Texas Government Code) to invest in the following: (1) obligations, including letters of credit, of the United States or its agencies and instrumentalities, including Federal Home Loan Banks, (2) direct obligations of the State of Texas or its agencies and instrumentalities, (3) certain collateralized mortgage obligations, (4) other obligations, which are unconditionally guaranteed or insured by the State of Texas or the United States or its agencies or instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States, (5) certain A rated or higher obligations of states and political subdivisions of any state, (6) bonds issued, assumed or guaranteed by the State of Israel, (7) certain insured or collateralized certificates of deposit and share certificates, (8) certain fully collateralized repurchase agreements, (9) bankers' acceptances with limitations, (10) commercial paper rated A-1 or P-1 or higher and a maturity of 270 days or less, (11) no-load money market mutual funds and no-load mutual funds, with limitations, (12) certain guaranteed investment contracts, (13) certain qualified governmental investment pools and (14) a qualified securities lending program.

The District has adopted a written investment policy to establish the principles by which the District's investment program should be managed. This policy further restricts the types of investments in which the District may invest.

Note 3 – Deposits and Investments (continued)

As of November 30, 2022, the District's investments consist of the following:

Type	Fund	Carrying Value	Rating	Weighted Average Maturity
TexPool	General Fund	$ 46,355		
	Debt Service	124,268		
	Capital Projects	6,737		
		$ 177,360	AAAm	20 days

TexPool

The District participates in TexPool, the Texas Local Government Investment Pool. The State Comptroller of Public Accounts exercises oversight responsibility of TexPool, which includes (1) the ability to significantly influence operations, (2) designation of management and (3) accountability for fiscal matters. Additionally, the State Comptroller has established an advisory board composed of both participants in TexPool and other persons who do not have a business relationship with TexPool. The Advisory Board members review the investment policy and management fee structure.

As permitted by GAAP, TexPool uses amortized cost (which excludes unrealized gains and losses) rather than market value to compute share price and seeks to maintain a constant dollar value per share. Accordingly, the fair value of the District's position in TexPool is the same as the value of TexPool shares. Investments in TexPool may be withdrawn on a same day basis, as long as the transaction is executed by 3:30 p.m.

Investment Credit and Interest Rate Risk

Investment credit risk is the risk that the investor may not recover the value of an investment from the issuer, while interest rate risk is the risk that the value of an investment will be adversely affected by changes in interest rates. The District's investment policies do not address investment credit and interest rate risk beyond the rating and maturity restrictions established by state statutes.

Note 4 – Interfund Balances and Transactions

Amounts due to/from other funds at November 30, 2022, consist of the following:

Receivable Fund	Payable Fund	Amounts	Purpose
General Fund	Debt Service Fund	$ 90,638	Maintenance tax collections not remitted as of year end
General Fund	Capital Projects Fund	7,180	Professional fees related to the issuance of debt

Note 4 – Interfund Balances and Transactions (continued)

Amounts reported as internal balances between funds are considered temporary balances and will be paid during the following fiscal year.

A summary of internal transfers for the current fiscal year is as follows:

Transfers Out	Transfers In	Amounts	Purpose
Capital Projects Fund	General Fund	$ 152,286	Reimburse legal fees accrued in previous fiscal years

Note 5 – Capital Assets

A summary of changes in capital assets, for the year ended November 30, 2022, is as follows:

	Beginning Balances	Additions/ Adjustments	Ending Balances
Capital assets not being depreciated			
Land and improvements	$ 4,239,068	$ 21,768	$ 4,260,836
Capital assets being depreciated			
Drainage facilities	2,189,439	2,221,383	4,410,822
Landscaping improvements	22,560		22,560
	2,211,999	2,221,383	4,433,382
Less accumulated depreciation			
Drainage facilities	(144,091)	(95,697)	(239,788)
Landscaping improvements	(2,256)	(1,128)	(3,384)
	(146,347)	(96,825)	(243,172)
Subtotal depreciable capital assets, net	2,065,652	2,124,558	4,190,210
Capital assets, net	$ 6,304,720	$ 2,146,326	$ 8,451,046

Depreciation expense for the current year was $96,825.

Note 6 – Due to Developers

The District has entered into financing agreements with its developers for the financing of the construction of water, sewer, and drainage facilities, and road improvements. Under the agreements, the developers will advance funds for the construction of facilities to serve the District. The developers will be reimbursed from proceeds of future bond issues or other lawfully available funds, subject to approval by TCEQ, as applicable. The District does not record the capital asset and related liability on the government-wide statements until construction of the facilities is complete. The initial cost is estimated based on construction costs plus 10-15% for engineering and other fees. Estimates are trued up when the developer is reimbursed.

Note 6 – Due to Developers (continued)

The District's developers have also advanced funds to the District for operating expenses.

Changes in the estimated amounts due to developers during the year are as follows:

Due to developers, beginning of year	$ 11,349,206
Developer reimbursements	(971,183)
Repayment of developer advances	(61,150)
Developer funded construction and adjustments	11,757,279
Operating advances from developers	117,000
Due to developers, end of year	$ 22,191,152

In addition, the District will owe the developers approximately $12,366,945, which is included in the following schedule of contractual commitments. The exact amount is not known until approved by the TCEQ and verified by the District's auditor. As previously noted, these projects will be reported in the government-wide financial statements upon completion of construction.

	Contract Amount	Percentage Completed
Clearing, grubbing and mass grading no. 2	$ 3,537,140	21.40%
Clearing, grubbing and mass grading no. 3	1,724,110	44.20%
Southern Pointe		
Section 106 - utilities and paving	1,043,455	0.00%
Section 111 - utilities and paving	3,198,330	40.30%
Section 400 - utilities and paving	1,383,330	44.70%
Section 401 - water and sewer	204,475	93.70%
Detention Pond E	1,276,105	56.70%
	$ 12,366,945	

Note 7 – Long-Term Debt

Long-term debt is comprised of the following:

Bonds payable	$ 3,505,000
Due within one year	$ 85,000

Note 7 – Long-Term Debt (continued)

The District's bonds payable at November 30, 2022, consists of unlimited tax bonds as follows:

Series	Amounts Outstanding	Original Issue	Interest Rates	Maturity Date, Serially, Beginning/ Ending	Interest Payment Dates	Call Dates
2020 Road	$ 1,915,000	$ 2,000,000	1.50% - 3.15%	September 1, 2021/2050	March 1, September 1	September 1, 2026
2022	1,590,000	1,590,000	2.0% - 3.0%	September 1, 2023/2046	March 1, September 1	September 1, 2027
	$ 3,505,000					

Payments of principal and interest on all series of bonds are to be provided from taxes levied on all properties within the District. Investment income realized by the Debt Service Fund from investment of idle funds will be used to pay outstanding bond principal and interest. The District is in compliance with the terms of its bond resolutions.

At November 30, 2022, the District had authorized but unissued bonds in the amount of $234,010,000 for water, sewer and drainage facilities and the refunding of such bonds; and $102,060,000 for road bonds and the refunding of such bonds.

On February 9, 2022, the District issued its $1,590,000 Series 2022 Unlimited Tax Bonds at a net effective interest rate of 2.989783%. Proceeds of the bonds were used (1) to reimburse developers for the cost of capital assets constructed within the District and the related engineering; the acquisition of land for certain District facilities; operating advances; and creation costs, (2) to pay developer interest at the net effective interest rate of the bonds and (3) to pay capitalized interest into the Debt Service Fund.

The change in the District's long-term debt during the year is as follows:

Bonds payable, beginning of year	$ 1,960,000
Bonds issued	1,590,000
Bonds retired	(45,000)
Bonds payable, end of year	$ 3,505,000

Note 7 – Long-Term Debt (continued)

As of November 30, 2022, annual debt service requirements on bonds outstanding are as follows:

Year	Principal	Interest	Totals
2023	$ 85,000	$ 95,785	$ 180,785
2024	85,000	94,198	179,198
2025	95,000	92,554	187,554
2026	95,000	90,654	185,654
2027	100,000	88,754	188,754
2028	105,000	86,699	191,699
2029	105,000	84,489	189,489
2030	115,000	82,224	197,224
2031	115,000	79,615	194,615
2032	125,000	76,878	201,878
2033	125,000	73,688	198,688
2034	135,000	70,433	205,433
2035	135,000	66,685	201,685
2036	130,000	62,938	192,938
2037	130,000	59,213	189,213
2038	140,000	55,488	195,488
2039	140,000	51,475	191,475
2040	150,000	47,275	197,275
2041	150,000	42,775	192,775
2042	160,000	38,275	198,275
2043	165,000	33,400	198,400
2044	175,000	28,375	203,375
2045	180,000	23,045	203,045
2046	185,000	17,560	202,560
2047	90,000	11,925	101,925
2048	95,000	9,135	104,135
2049	95,000	6,143	101,143
2050	100,000	3,150	103,150
	$ 3,505,000	$ 1,572,828	$ 5,077,828

Note 8 – Property Taxes

On November 3, 2015, the voters of the District authorized the District's Board of Directors to levy taxes annually for use in financing general operations limited to $1.00 per $100 of assessed value. In addition, the voters authorized the District's Board of Directors to levy a road maintenance tax limited to $0.25 per $100 of assessed value. The District's bond resolutions require that property taxes be levied for use in paying interest and principal on long-term debt and for use in paying the cost of assessing and collecting taxes. Taxes levied to finance debt service requirements on long-term debt are without limitation as to rate or amount.

Note 8 – Property Taxes (continued)

All property values and exempt status, if any, are determined by the Brazos Central Appraisal District. Assessed values are determined as of January 1 of each year, at which time a tax lien attaches to the related property. Taxes are levied around October/November, are due upon receipt and are delinquent the following February 1. Penalty and interest attach thereafter.

Property taxes are collected based on rates adopted in the year of the levy. The District's 2022 fiscal year was financed through the 2021 tax levy, pursuant to which the District levied property taxes of $1.00 per $100 of assessed value, of which $0.71 was allocated to maintenance and operations and $0.29 was allocated to road debt service. The resulting tax levy was $350,195 on the adjusted taxable value of $35,019,506.

Property taxes levied each October are intended to finance the next fiscal year and are, therefore, not considered available for the District's use during the current fiscal year. Consequently, 2022 levy collections in the amount of $70,528 have been included with deferred property taxes and are recorded as deferred inflows of resources on the *Governmental Funds Balance Sheet*. On the government-wide *Statement of Net Position*, the full 2022 tax levy of $643,171 is reported as deferred inflows. These amounts will be recognized as revenue in 2023.

Net property taxes receivable, at November 30, 2022, consisted of the following:

Current year taxes receivable	$	572,643
Prior years taxes receivable		1,900
Less allowance for uncollectible accounts		(1,900)
Net property taxes receivable	$	572,643

Note 9 – Transfers to Other Governments

In accordance with an agreement between the District and the City of College Station (the "City"), the District transfers its water and sewer facilities to the City for operation and maintenance upon completion of construction. See Note 10 for additional information.

Additionally, the District and Brazos County (the "County") have entered into an agreement for the construction of road facilities within the boundaries of the District and, when completed, to convey title to the facilities to the County for acceptance into the County public road system. See Note 11 for additional information.

Accordingly, the District does not record these capital assets in the *Statement of Net Position*, but instead reports the completed projects as transfers to other governments on the *Statement of Activities*. The estimated cost of each project is trued-up when the developers are subsequently reimbursed. For the year ended November 30, 2022, the District reported transfers to other governments in the amount of $9,514,128 for projects completed and transferred.

Note 10 – Agreements with the City of College Station

Utility Agreement

On May 31, 2016, subsequently amended December 2, 2016, the District entered into a Utility Agreement the "Agreement") with the City of College Station (the "City") for construction and extension of water distribution lines and sanitary sewer collection systems to serve the District. As the system is acquired or constructed, the District shall transfer the system to the City but will reserve a security interest in the system and provide service to all users in the District. The term of the agreement is for 30 years.

Water and sewer rates charged by the City (before surcharges below are added) to users in the District, shall be the same rates charged to similar classifications of users in non-municipal utility district areas and within the City. All revenue derived from these charges belongs to the City. In lieu of impact fees, the City may levy a surcharge of up to fifty percent on then-current water rates for each customer in the District to recover the capital costs of providing such services.

The agreement further states that the City will participate on construction costs of certain off-site infrastructure that is required to provide service for the District.

Strategic Partnership Agreement

On May 31, 2016, the District entered into a Strategic Partnership Agreement (the "SPA Agreement") with the City of College Station (the "City"). The SPA Agreement provides for a limited purpose annexation of certain areas of the District that have been developed for retail and commercial purposes. The City agrees not to annex the District for full purposes during the 30-year term of the SPA Agreement. The District will continue to provide drainage services to all properties within its boundaries until full annexation.

Note 11 – Interlocal and Funding Agreement for the Maintenance of Roads

On December 27, 2016, the District entered into an Interlocal and Funding Agreement for the Maintenance of Roads (the "Agreement") with Brazos County and its developer Southern Pointe LLC ("the "Developer"). The District and/or the Developer shall construct or improve new or existing roads to serve the District to standards required by the City. Subject to such standards, the County agrees to accept the roads into the County system.

The District has agreed to be responsible for all costs of maintenance of the roads and to pay for maintenance costs by keeping a maintenance bond or surety in place until either the District is annexed into the City or the District maintain a separate account with a sufficient balance for road maintenance, whichever is earlier. As of November 30, 2022, the District has $15,194 held in escrow for the maintenance of roads, which is reported as restricted cash.

Note 12 – Risk Management

The District is exposed to various risks of loss related to torts: theft of, damage to and destruction of assets; errors and omissions; and personal injuries. The risk of loss is covered by commercial insurance. There have been no significant reductions in insurance coverage from the prior year. Settlement amounts have not exceeded insurance coverage for the current year or the three prior years.

Note 13 – Subsequent Event

On March 9, 2023, the District issued its $4,005,000 Series 2023 Unlimited Tax Bonds at a net effective rate of 4.549518%. Proceeds from the bonds were used to reimburse the District's developers for infrastructure improvements in the District, operating advances and land acquisitions.

Required Supplementary Information

Brazos County Municipal Utility District No. 1
Required Supplementary Information - Budgetary Comparison Schedule - General Fund
For the Year Ended November 30, 2022

	Original and Final Budget	Actual	Variance Positive (Negative)
Revenues			
Property taxes	$ 245,500	$ 248,370	$ 2,870
Investment earnings		726	726
Total Revenues	245,500	249,096	3,596
Expenditures			
Operating and administrative			
Professional fees	143,000	134,992	8,008
Contracted services	36,500	36,094	406
Repairs and maintenance	25,000		25,000
Administrative	23,000	8,535	14,465
Other	1,500	12,577	(11,077)
Total Expenditures	229,000	192,198	36,802
Revenues Over Expenditures	16,500	56,898	40,398
Other Financing Sources			
Developer advances		117,000	117,000
Internal transfers		152,286	152,286
Net Change in Fund Balance	16,500	326,184	309,684
Fund Balance			
Beginning of the year	(316,581)	(316,581)	
End of the year	$ (300,081)	$ 9,603	$ 309,684

Budgets and Budgetary Accounting

An annual unappropriated budget is adopted for the General Fund by the District's Board of Directors. The budget is prepared using the same method of accounting as for financial reporting. There were no amendments to the budget during the year.

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Texas Supplementary Information

Brazos County Municipal Utility District No. 1
TSI-1. Services and Rates
November 30, 2022

1. Services provided by the District During the Fiscal Year:

☐ Retail Water	☐ Wholesale Water	☐ Solid Waste/Garbage	☒ Drainage
☐ Retail Wastewater	☐ Wholesale Wastewater	☐ Flood Control	☐ Irrigation
☐ Parks/Recreation	☐ Fire Protection	☒ Roads	☐ Security

☐ Participates in joint venture, regional system and/or wastewater service (other than emergency interconnect)

☒ Other (Specify): Water and sewer services provided by the City of College Station

2. Retail Service Providers

a. Retail Rates for a 5/8" meter (or equivalent):

	Minimum Charge	Minimum Usage	Flat Rate (Y / N)	Rate per 1,000 Gallons Over Minimum Usage	Usage Levels		
Water:						to	
Wastewater:						to	
Surcharge:						to	

District employs winter averaging for wastewater usage? ☐ Yes ☒ No

Total charges per 10,000 gallons usage: Water _____ Wastewater _____

b. Water and Wastewater Retail Connections:

Meter Size	Total Connections	Active Connections	ESFC Factor	Active ESFC'S
Unmetered			x 1.0	
less than 3/4"			x 1.0	
1"			x 2.5	
1.5"			x 5.0	
2"			x 8.0	
3"			x 15.0	
4"			x 25.0	
6"			x 50.0	
8"			x 80.0	
10"			x 115.0	
Total Water				
Total Wastewater			x 1.0	

See accompanying auditors' report.

3. Total Water Consumption during the fiscal year (rounded to the nearest thousand):

Gallons pumped into system:	N/A	Water Accountability Ratio: (Gallons billed / Gallons pumped)
Gallons billed to customers:	N/A	N/A

4. Standby Fees (authorized only under TWC Section 49.231):

Does the District have Debt Service standby fees? Yes [ ] No [X]

If yes, Date of the most recent commission Order: _____

Does the District have Operation and Maintenance standby fees? Yes [ ] No [X]

If yes, Date of the most recent commission Order: _____

5. Location of District:

Is the District located entirely within one county? Yes [X] No [ ]

County(ies) in which the District is located: Brazos County

Is the District located within a city? Entirely [ ] Partly [ ] Not at all [X]

City(ies) in which the District is located: _____

Is the District located within a city's extra territorial jurisdiction (ETJ)?

Entirely [X] Partly [ ] Not at all [ ]

ETJs in which the District is located: City of College Station

Are Board members appointed by an office outside the district? Yes [ ] No [X]

If Yes, by whom? _____

See accompanying auditors' report.

Brazos County Municipal Utility District No. 1
TSI-2. General Fund Expenditures
For the Year Ended November 30, 2022

Professional fees		
Legal	$	95,327
Audit		16,675
Engineering		22,990
		134,992
Contracted services		
Bookkeeping		11,594
Tax collection fees		4,500
Valuation services		20,000
		36,094
Administrative		
Directors fees		6,518
Printing and office supplies		1,579
Other		438
		8,535
Other		12,577
Total expenditures	$	192,198

See accompanying auditors' report.

Brazos County Municipal Utility District No. 1
TSI-3. Investments
November 30, 2022

Fund	Interest Rate	Maturity Date	Balance at End of Year
General			
TexPool	Variable	N/A	46,355
Debt Service			
TexPool	Variable	N/A	124,268
Capital Projects			
TexPool	Variable	N/A	6,737
Total - All Funds			$ 177,360

See accompanying auditors' report.

Brazos County Municipal Utility District No. 1
TSI-4. Taxes Levied and Receivable
November 30, 2022

	Maintenance Taxes	WSD Debt Service Taxes	Road Debt Service Taxes	Totals
Taxes Receivable, Beginning of Year	$ 185,632	$ -	$ 75,822	$ 261,454
Adjustments to Prior Year Tax Levy	(1,763)		(720)	(2,483)
Adjusted Receivable	183,869	-	75,102	258,971
2022 Original Tax Levy	402,229	60,654	175,576	638,459
Adjustments	2,969	447	1,296	4,712
Adjusted Tax Levy	405,198	61,101	176,872	643,171
Total to be accounted for	589,067	61,101	251,974	902,142
Tax collections:				
Current year	44,433	6,700	19,395	70,528
Prior years	183,869		75,102	258,971
Total Collections	228,302	6,700	94,497	329,499
Taxes Receivable, End of Year	$ 360,765	$ 54,401	$ 157,477	$ 572,643
Taxes Receivable, By Years				
2022	$ 360,765	$ 54,401	$ 157,477	$ 572,643

	2022	2021	2020	2019
Property Valuations:				
Land	$ 20,878,893	$ 15,672,564	$ 13,207,676	$ 8,006,216
Improvements	43,993,737	19,587,478	7,024,267	530,490
Personal Property	92,689	51,668	172,604	191,143
Exemptions	(648,241)	(292,204)	(12,331)	
Total Property Valuations	$ 64,317,078	$ 35,019,506	$ 20,392,216	$ 8,727,849
Tax Rates per $100 Valuation:				
Maintenance tax rates	$ 0.630	$ 0.71	$ 0.57	$ 1.00
WSD debt service tax rates	0.095			
Road debt service tax rates	0.275	0.29	0.43	
Total Tax Rates per $100 Valuation	$ 1.000	$ 1.00	$ 1.00	$ 1.00
Adjusted Tax Levy:	$ 643,171	$ 350,195	$ 203,922	$ 87,278
Percentage of Taxes Collected to Taxes Levied **	10.97%	100.00%	100.00%	100.00%

* Maximum Maintenance Tax Rate Approved by Voters: $1.00 on November 3, 2015
* Maximum Road Maintenance Tax Rate Approved by Voters: $0.25 on November 3, 2015

** Calculated as taxes collected for a tax year divided by taxes levied for that tax year.

See accompanying auditors' report.

Brazos County Municipal Utility District No. 1
TSI-5. Long-Term Debt Service Requirements
Series 2020 Road--by Years
November 30, 2022

Due During Fiscal Years Ending	Principal Due September 1	Interest Due March 1, September 1	Total
2023	$ 45,000	$ 53,591	$ 98,591
2024	45,000	52,804	97,804
2025	50,000	51,960	101,960
2026	50,000	50,960	100,960
2027	55,000	49,960	104,960
2028	55,000	48,805	103,805
2029	55,000	47,595	102,595
2030	60,000	46,330	106,330
2031	60,000	44,890	104,890
2032	65,000	43,390	108,390
2033	65,000	41,700	106,700
2034	70,000	39,945	109,945
2035	70,000	37,985	107,985
2036	60,000	36,025	96,025
2037	60,000	34,225	94,225
2038	65,000	32,425	97,425
2039	65,000	30,475	95,475
2040	70,000	28,525	98,525
2041	70,000	26,425	96,425
2042	75,000	24,325	99,325
2043	75,000	22,000	97,000
2044	80,000	19,675	99,675
2045	85,000	17,195	102,195
2046	85,000	14,560	99,560
2047	90,000	11,925	101,925
2048	95,000	9,135	104,135
2049	95,000	6,143	101,143
2050	100,000	3,150	103,150
	$ 1,915,000	$ 926,123	$ 2,841,123

See accompanying auditors' report.

Brazos County Municipal Utility District No. 1
TSI-5. Long-Term Debt Service Requirements
Series 2022--by Years
November 30, 2022

Due During Fiscal Years Ending	Principal Due September 1	Interest Due March 1, September 1	Total
2023	$ 40,000	$ 42,194	$ 82,194
2024	40,000	41,394	81,394
2025	45,000	40,594	85,594
2026	45,000	39,694	84,694
2027	45,000	38,794	83,794
2028	50,000	37,894	87,894
2029	50,000	36,894	86,894
2030	55,000	35,894	90,894
2031	55,000	34,725	89,725
2032	60,000	33,488	93,488
2033	60,000	31,988	91,988
2034	65,000	30,488	95,488
2035	65,000	28,700	93,700
2036	70,000	26,913	96,913
2037	70,000	24,988	94,988
2038	75,000	23,063	98,063
2039	75,000	21,000	96,000
2040	80,000	18,750	98,750
2041	80,000	16,350	96,350
2042	85,000	13,950	98,950
2043	90,000	11,400	101,400
2044	95,000	8,700	103,700
2045	95,000	5,850	100,850
2046	100,000	3,000	103,000
	$ 1,590,000	$ 646,705	$ 2,236,705

See accompanying auditors' report.

Brazos County Municipal Utility District No. 1
TSI-5. Long-Term Debt Service Requirements
All Bonded Debt Series--by Years
November 30, 2022

Due During Fiscal Years Ending	Principal Due September 1	Interest Due March 1, September 1	Total
2023	$ 85,000	$ 95,785	$ 180,785
2024	85,000	94,198	179,198
2025	95,000	92,554	187,554
2026	95,000	90,654	185,654
2027	100,000	88,754	188,754
2028	105,000	86,699	191,699
2029	105,000	84,489	189,489
2030	115,000	82,224	197,224
2031	115,000	79,615	194,615
2032	125,000	76,878	201,878
2033	125,000	73,688	198,688
2034	135,000	70,433	205,433
2035	135,000	66,685	201,685
2036	130,000	62,938	192,938
2037	130,000	59,213	189,213
2038	140,000	55,488	195,488
2039	140,000	51,475	191,475
2040	150,000	47,275	197,275
2041	150,000	42,775	192,775
2042	160,000	38,275	198,275
2043	165,000	33,400	198,400
2044	175,000	28,375	203,375
2045	180,000	23,045	203,045
2046	185,000	17,560	202,560
2047	90,000	11,925	101,925
2048	95,000	9,135	104,135
2049	95,000	6,143	101,143
2050	100,000	3,150	103,150
	$ 3,505,000	$ 1,572,828	$ 5,077,828

See accompanying auditors' report.

Brazos County Municipal Utility District No. 1
TSI-6. Change in Long-Term Bonded Debt
November 30, 2022

	Bond Issue		
	Series 2020 Road	Series 2022	Totals
Interest rate	1.50% - 3.15%	2.00% - 3.00%	
Dates interest payable	3/1; 9/1	3/1; 9/1	
Maturity dates	9/1/21 - 9/1/50	9/1/23 - 9/1/46	
Beginning bonds outstanding	$ 1,960,000	$ -	$ 1,960,000
Bonds issued		1,590,000	1,590,000
Bonds retired	(45,000)		(45,000)
Ending bonds outstanding	$ 1,915,000	$ 1,590,000	$ 3,505,000
Interest paid during fiscal year	$ 54,322	$ 24,613	$ 78,936
Paying agent's name and city			
All Series	Bank of New York Mellon Trust Company, N.A., Dallas, Texas		

Bond Authority:	Water, Sewer and Drainage Bonds	Road Bonds
Amount Authorized by Voters	$ 235,600,000	$ 104,060,000
Amount Issued	(1,590,000)	(2,000,000)
Remaining To Be Issued	$ 234,010,000	$ 102,060,000

All bonds are secured with tax revenues. Bonds may also be secured with other revenues in combination with taxes.

Debt Service Fund cash and investment balances as of November 30, 2022:	$ 196,938
Average annual debt service payment (principal and interest) for remaining term of all debt:	$ 181,351

See accompanying auditors' report.

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Brazos County Municipal Utility District No. 1
TSI-7a. Comparative Schedule of Revenues and Expenditures - General Fund
For the Last Five Fiscal Years

	Amounts				
	2022	2021	2020	2019	2018**
Revenues					
Property taxes	$ 248,370	$ 132,055	$ 86,325	$ 67,865	$ 63,860
Penalties and interest			90		193
Investment earnings	726	19	75	92	50
Total Revenues	249,096	132,074	86,490	67,957	64,103
Expenditures					
Operating and administrative					
Professional fees***	134,992	191,448	87,332	48,014	71,697
Contracted services	36,094	14,660	34,059	19,185	18,772
Repairs and maintenance		5,240			
Utilities				664	
Administrative	8,535	9,943	50,045	9,608	7,704
Other	12,577	1,117	625	9,656	600
Total Expenditures	192,198	222,408	172,061	87,127	98,773
Revenues Over/(Under) Expenditures	$ 56,898	$ (90,334)	$ (85,571)	$ (19,170)	$ (34,670)

*Percentage is negligible
**Unaudited
***Professional fees in fiscal years 2018 and 2019 have been restated.

See accompanying auditors' report.

Percent of Fund Total Revenues				
2022	2021	2020	2019	2018**
100%	100%	100%	100%	100%
		*		*
*	*	*	*	*
100%	100%	100%	100%	100%
54%	145%	101%	71%	112%
14%	11%	39%	28%	29%
	4%			
			1%	
3%	8%	58%	14%	12%
5%	1%	1%	14%	1%
76%	169%	199%	128%	154%
24%	(69%)	(99%)	(28%)	(54%)

Brazos County Municipal Utility District No. 1
TSI-7b. Comparative Schedule of Revenues and Expenditures - Debt Service Fund
For the Last Three Fiscal Years

	Amounts		
	2022	2021	2020
Revenues			
Property taxes	$ 101,557	$ 70,989	$ -
Penalties and interest	872	4,089	
Miscellaneous	327		
Investment earnings	1,955	80	12
Total Revenues	104,711	75,158	12
Expenditures			
Tax collection services	13,547	16,405	12
Other	6,713		
Debt service			
Principal	45,000	40,000	
Interest and fees	77,997	51,414	
Total Expenditures	143,257	107,819	12
Revenues Over/(Under) Expenditures	$ (38,546)	$ (32,661)	$ -

*Percentage is negligible

See accompanying auditors' report.

Percent of Fund Total Revenues		
2022	2021	2020
97%	95%	
1%	5%	
*		
2%	*	100%
100%	100%	100%
13%	22%	100%
6%		
43%	53%	
74%	68%	
136%	143%	100%
(36%)	(43%)	0%

Brazos County Municipal Utility District No. 1
TSI-8. Board Members, Key Personnel and Consultants
For the Year Ended November 30, 2022

Complete District Mailing Address:	3200 Southwest Freeway, Suite 2600 Houston, TX 77027
District Business Telephone Number:	(713) 860-6400
Submission Date of the most recent District Registration Form (TWC Sections 36.054 and 49.054):	July 19, 2022
Limit on Fees of Office that a Director may receive during a fiscal year: (Set by Board Resolution -- TWC Section 49.060)	$ 7,200

Names:	Term of Office (Elected or Appointed) or Date Hired	Fees of Office Paid *	Expense Reimburse-ments	Title at Year End
Board Members				
Robert Goodwin	05/20 - 05/24	$ 1,350	$ 103	President
Charles Moreau	05/22 - 05/26	1,200	83	Vice President
Lawrence Hodges	05/20 - 05/24	1,350	103	Secretary
Brian Fisher	05/22 - 05/26	600	43	Assistant Vice President
Kyle Davis	05/20 - 05/24	1,350	103	Assistant Secretary
Consultants		Amounts Paid		
Allen Boone Humphries Robinson, LLP	2015			Attorney
General legal fees		$ 95,471		
Bond counsel fees		49,293		
Municipal Accounts	2022	4,407		Bookkeeper
Fran Matuska Inc.	2015	5,640		Former Bookkeeper
B&A Municipal Tax Service	2015	4,500		Tax Collector
Brazos Central Appraisal District	Legislation	3,260		Property Valuation
Perdue, Brandon, Fielder, Collins & Mott, LLP	2017	120		Delinquent Tax Attorney
Costello, Inc.	2021	22,990		Engineer
McGrath & Co., PLLC	2015	22,350		Auditor
Post Oak Municipal Advisors LLC	2018	34,206		Financial Advisor

* *Fees of Office* are the amounts actually paid to a director during the District's fiscal year.

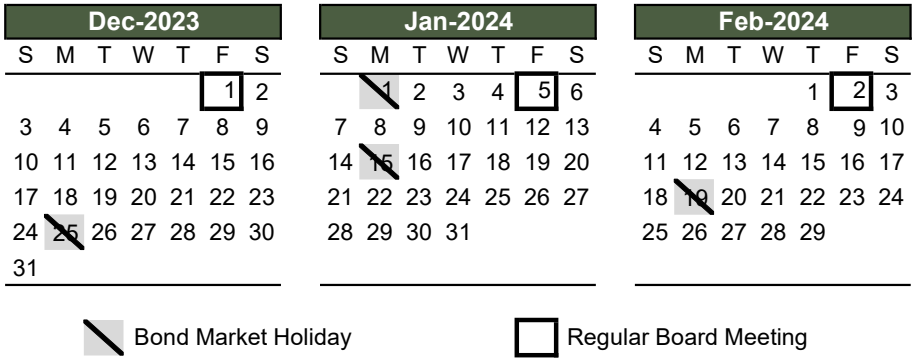
See accompanying auditors' report.

Financing Timetable

$8,715,000

Brazos County Municipal Utility District No. 1

Unlimited Tax Road Bonds, Series 2024



Date		Action Item	Responsibility
Thu	11/2	Distribute first draft POS to working group	FA
Fri	11/3	**Regular Board Meeting** POS approval and authorize distribution of POS	Issuer/BC/FA
Fri	11/10	Return comments on first draft POS	ALL
Mon	11/20	City Council Approval of POS	Issuer/BC/FA
Mon	11/27	Distribute second draft POS to working group	FA
Mon	11/27	Submit credit package to rating agency	FA
Mon	11/27	Submit application for bond insurance	FA
Fri	12/8	Return comments on second draft of POS	ALL
Mon	12/11	Distribute final draft of POS	FA
Fri	12/22	Return final comments on POS	ALL
Fri	12/29	Publish notice of sale advertisements	FA
Mon	1/2	Receive rating from rating agency	FA
Tue	1/3	Print and distribute POS	FA
Wed	1/10	**Bond Pricing** Special board meeting - award low bidder	ALL
Wed	1/10	Distribute draft of final Official Statement ("OS")	FA
Tue	1/16	Return comments on OS	All
Wed	1/17	Print and distribute OS	FA
Tue	1/30	Distribute draft of closing memorandum	FA
Fri	2/2	Distribute final closing memorandum	FA
Tue	2/6	**Closing** Deliver bonds and transfer funds	Issuer/BC/FA

Issuer: Brazos County Municipal Utility District No. 1

BC : Bond Counsel *(ABHR)*

FA : Financial Advisor *(Post Oak Municipal Advisors LLC)*

PA : Paying Agent *(BNY Mellon)*

Preliminary as of 11/20/2023. Subject to change.

POST OAK MUNICIPAL ADVISORS

BOND DEBT SERVICE

Brazos County Municipal Utility District No. 1
U/L Tax Road Bonds, Series 2024

Period Ending	Principal	Coupon	Interest	Debt Service
09/01/2024			305,025.00	305,025.00
09/01/2025	165,000	5.250%	457,537.50	622,537.50
09/01/2026	175,000	5.250%	448,875.00	623,875.00
09/01/2027	180,000	5.250%	439,687.50	619,687.50
09/01/2028	190,000	5.250%	430,237.50	620,237.50
09/01/2029	200,000	5.250%	420,262.50	620,262.50
09/01/2030	210,000	5.250%	409,762.50	619,762.50
09/01/2031	225,000	5.250%	398,737.50	623,737.50
09/01/2032	235,000	5.250%	386,925.00	621,925.00
09/01/2033	250,000	5.250%	374,587.50	624,587.50
09/01/2034	260,000	5.250%	361,462.50	621,462.50
09/01/2035	275,000	5.250%	347,812.50	622,812.50
09/01/2036	290,000	5.250%	333,375.00	623,375.00
09/01/2037	305,000	5.250%	318,150.00	623,150.00
09/01/2038	320,000	5.250%	302,137.50	622,137.50
09/01/2039	335,000	5.250%	285,337.50	620,337.50
09/01/2040	355,000	5.250%	267,750.00	622,750.00
09/01/2041	375,000	5.250%	249,112.50	624,112.50
09/01/2042	390,000	5.250%	229,425.00	619,425.00
09/01/2043	415,000	5.250%	208,950.00	623,950.00
09/01/2044	435,000	5.250%	187,162.50	622,162.50
09/01/2045	460,000	5.250%	164,325.00	624,325.00
09/01/2046	480,000	5.250%	140,175.00	620,175.00
09/01/2047	505,000	5.250%	114,975.00	619,975.00
09/01/2048	535,000	5.250%	88,462.50	623,462.50
09/01/2049	560,000	5.250%	60,375.00	620,375.00
09/01/2050	590,000	5.250%	30,975.00	620,975.00
	8,715,000		7,761,600.00	16,476,600.00

BOND DEBT SERVICE

Brazos County Municipal Utility District No. 1
U/L Tax Road Bonds, Series 2024

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
09/01/2024			305,025.00	305,025.00	305,025.00
03/01/2025			228,768.75	228,768.75	
09/01/2025	165,000	5.250%	228,768.75	393,768.75	622,537.50
03/01/2026			224,437.50	224,437.50	
09/01/2026	175,000	5.250%	224,437.50	399,437.50	623,875.00
03/01/2027			219,843.75	219,843.75	
09/01/2027	180,000	5.250%	219,843.75	399,843.75	619,687.50
03/01/2028			215,118.75	215,118.75	
09/01/2028	190,000	5.250%	215,118.75	405,118.75	620,237.50
03/01/2029			210,131.25	210,131.25	
09/01/2029	200,000	5.250%	210,131.25	410,131.25	620,262.50
03/01/2030			204,881.25	204,881.25	
09/01/2030	210,000	5.250%	204,881.25	414,881.25	619,762.50
03/01/2031			199,368.75	199,368.75	
09/01/2031	225,000	5.250%	199,368.75	424,368.75	623,737.50
03/01/2032			193,462.50	193,462.50	
09/01/2032	235,000	5.250%	193,462.50	428,462.50	621,925.00
03/01/2033			187,293.75	187,293.75	
09/01/2033	250,000	5.250%	187,293.75	437,293.75	624,587.50
03/01/2034			180,731.25	180,731.25	
09/01/2034	260,000	5.250%	180,731.25	440,731.25	621,462.50
03/01/2035			173,906.25	173,906.25	
09/01/2035	275,000	5.250%	173,906.25	448,906.25	622,812.50
03/01/2036			166,687.50	166,687.50	
09/01/2036	290,000	5.250%	166,687.50	456,687.50	623,375.00
03/01/2037			159,075.00	159,075.00	
09/01/2037	305,000	5.250%	159,075.00	464,075.00	623,150.00
03/01/2038			151,068.75	151,068.75	
09/01/2038	320,000	5.250%	151,068.75	471,068.75	622,137.50
03/01/2039			142,668.75	142,668.75	
09/01/2039	335,000	5.250%	142,668.75	477,668.75	620,337.50
03/01/2040			133,875.00	133,875.00	
09/01/2040	355,000	5.250%	133,875.00	488,875.00	622,750.00
03/01/2041			124,556.25	124,556.25	
09/01/2041	375,000	5.250%	124,556.25	499,556.25	624,112.50
03/01/2042			114,712.50	114,712.50	
09/01/2042	390,000	5.250%	114,712.50	504,712.50	619,425.00
03/01/2043			104,475.00	104,475.00	
09/01/2043	415,000	5.250%	104,475.00	519,475.00	623,950.00
03/01/2044			93,581.25	93,581.25	
09/01/2044	435,000	5.250%	93,581.25	528,581.25	622,162.50
03/01/2045			82,162.50	82,162.50	
09/01/2045	460,000	5.250%	82,162.50	542,162.50	624,325.00
03/01/2046			70,087.50	70,087.50	
09/01/2046	480,000	5.250%	70,087.50	550,087.50	620,175.00
03/01/2047			57,487.50	57,487.50	
09/01/2047	505,000	5.250%	57,487.50	562,487.50	619,975.00
03/01/2048			44,231.25	44,231.25	
09/01/2048	535,000	5.250%	44,231.25	579,231.25	623,462.50
03/01/2049			30,187.50	30,187.50	
09/01/2049	560,000	5.250%	30,187.50	590,187.50	620,375.00
03/01/2050			15,487.50	15,487.50	
09/01/2050	590,000	5.250%	15,487.50	605,487.50	620,975.00
	8,715,000		7,761,600.00	16,476,600.00	16,476,600.00

December 11, 2023
Item No. 8.10.
Texas A&M Athletics Sponsorship Agreement

Sponsor: Brian Piscacek, Economic Development Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a three-year sponsorship agreement with Learfield Communications, LLC dba Texas A&M Ventures, for marketing and advertising services in the amount of $225,000.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommend that Council approve the sponsorship agreement.

Summary: Texas A&M Ventures holds the exclusive marketing and sponsorship rights for Texas A&M University athletics, and this proposed sponsorship agreement provides for marketing access for Visit College Station to promote and enhance the College Station tourism economy through digital, print, and social media avenues via Texas A&M athletics. Visit College Station has previously engaged with Texas A&M Ventures for these marketing services on an annual basis, but staff is proposing a shift to a three-year contract to extend and maintain this partnership and streamline service delivery. The proposed agreement will begin on July 1, 2024, and will run through June 30, 2027. Benefits include use of university marks, digital engagement through email and social channels, football season ticket mailing insert, football ticket promotion sweepstakes, and lead generation for post-campaign follow-up.

Budget & Financial Summary: The sponsorship is for $75,000 per year over the next three years and will be paid for using Hotel Occupancy Tax revenues.

Attachments:
1. Contract

CONTRACT & AGREEMENT ROUTING FORM

CITY OF COLLEGE STATION
Home of Texas A&M University®

CONTRACT#: 24300204 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Sponsorship Agreement

Name of Contractor: Learfield Communications, LLC dba Texas A&M Ventures, LLC

CONTRACT TOTAL VALUE: $ 225,000.00 **Grant Funded** Yes ☐ No ■
If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ■ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ■ N/A
Davis Bacon Wages Used ☐ Yes ☐ No ☐ N/A
Buy America Required ☐ Yes ☐ No ■ N/A
Transparency Report ☐ Yes ☐ No ■ N/A

■ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☐ **CHANGE ORDER #** _____ ☐ **OTHER** _____

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)

31210173-5541

Provider (TAMV) holds exclusive marketing and sponsorship rights for Texas A&M University Athletics. The City wishes to provide its support by sponsoring university. Agreement shall commence on July 1, 2024, expiring June 30, 2027, with four (4) equal payments by the City to the provider in October, January, April, and June of each year for $18,750.00 each.

*(If required)**

CRC Approval Date*: _____ **Council Approval Date*:** 12/11/2023 **Agenda Item No*:** 7.11

--Section to be completed by Risk, Purchasing or City Secretary's Office Only—

Insurance Certificates: N/A **Performance Bond:** N/A **Payment Bond:** N/A **Info Tech:** N/A

SIGNATURES RECOMMENDING APPROVAL

Brian Piscacek — 12/5/2023
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

12/6/2023
ASST CITY MGR – CFO — DATE

Aaron Longoria — 12/6/2023
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A — DATE
MAYOR (if applicable)

N/A — DATE
CITY SECRETARY (if applicable)

__Original(s) sent to CSO on _____ Scanned into Laserfiche on _____ ____Original(s) sent to Fiscal on _____

SPONSORSHIP AGREEMENT
Between
TEXAS A&M VENTURES, LLC
and
CITY OF COLLEGE STATION

This Sponsorship Agreement ("Agreement"), between the **CITY OF COLLEGE STATION, TEXAS** ("Sponsor") and **LEARFIELD COMMUNICATIONS, LLC DBA TEXAS A&M VENTURES, LLC** ("Provider") relates to sponsorship opportunities and specific inventory items at Texas A&M University, solely with respect to its athletics department ("University"). Provider, University's designated multi-media rights holder, appreciates Sponsor's commitment to support and sponsor University. The parties agree as follows:

WHEREAS, Provider holds the exclusive marketing and sponsorship rights for Texas A&M University athletics; and

WHEREAS, Sponsor wishes to provide its support for University by sponsoring University; and

WHEREAS, each Contract Year (as defined below) during the Term (as defined below), Provider will provide to Sponsor the benefits listed on **Exhibit A** ("Benefits");

NOW THEREFORE, in consideration of the foregoing and other valuable consideration, Sponsor and Provider (each, a "Party" and together, the "Parties") agree as follows:

ARTICLE I
TERM

1.01 Term. The Agreement's term shall commence on July 1, 2024, and shall be for a period of three (3) Contract Years (as defined hereinafter), expiring June 30, 2027 ("Term"). Any renewal must be in writing and executed by the parties.

ARTLICE II
SPONSORSHIP AGREEMENT

2.01 Total annual fee. The total annual fee Sponsor shall pay to Provider, unless otherwise provided in this Agreement, is as follows:

$75,000 per annum

2.02 No commission. No agency commission(s) or fee(s) are included in the above Cash Amount(s). Sponsor is solely responsible for paying each such Cash Amount(s) pursuant to the below Installment Billing Schedule.

2.03 Contract Year. "Contract Year" means July 1 through June 30 each year during the Term.

2.04 Installments. The total annual fee recited above will be paid quarterly, during the first Contract Year, as follows:

INSTALLMENT BILLING SCHEDULE

Invoice Date	Invoice Amount
October 1, 2024	$18,750.00
January 1, 2025	$18,750.00
April 1, 2025	$18,750.00
June 1, 2025	$18,750.00

Such payment schedule shall continue through each of the second and third Contract Years, as well.

2.05 Payment. Sponsor shall submit each payment by check or wire transfer. Each payment shall be due by no later than thirty (30) days after the date of Sponsor's receipt of invoice applicable to such payment. If Sponsor pays by check, then Sponsor shall send the check, together with a remittance or invoice identifying University and this Agreement, to the following remittance address, unless and until Provider directs otherwise: TEXAS A&M VENTURES, LLC, c/o Learfield Communications, LLC, P.O. Box 843038, Kansas City, MO 64184-3038. If Sponsor pays by wire or funds transfer, then Sponsor shall request applicable account information from either Provider's chief financial officer or accounting department. With respect to processing Sponsor's payment(s) hereunder, Provider will not engage with any third-party payment processor (*e.g.*, Ariba, PayModeX) unless Sponsor has an existing contract in place with a third-party payment processor. In such case, Sponsor will be solely responsible for any costs and expenses associated with the third-party payment processor.

2.06 Late Payment and Sales Tax. All late payments are subject to a late payment fee of one percent (1%) per month and in accordance with the Texas Prompt Payment Act. Sponsor is exempt from payment of state and local sales and use taxes, and will submit its tax exempt certificate to Provider upon request.

ARTICLE III
UNIVERSITY MARKS

3.01 University Marks. To the extent Benefits include the right to make use of University's names, logos, trademarks, service marks, trade names or other identifying indicia ("University Marks"), Sponsor shall provide Provider, for prior review and approval, all proposed uses of University Marks and examples thereof. Sponsor shall use University Marks only in the exact form, manner and context Provider approves in writing. Sponsor must obtain all promotional premium products bearing University Marks from a Provider-approved licensed provider, which shall be responsible for assuring such products comply with all applicable University licensing requirements (including, but not limited to, compliance with applicable licensing-royalty payments).

3.02 Exclusive Property. Sponsor acknowledges University Marks are and will remain the exclusive property of University, which is the sole owner of University Marks and their associated goodwill, and Sponsor, by reason of this Agreement or otherwise, has not acquired any right other than may be stated herein, title, interest or ownership claim to them. Each of Sponsor's uses of University Marks, and any and all goodwill arising from each such use, inures solely to University's benefit.

ARTICLE IV
INSURANCE

4.01 Insurance. At all times during the Term, Provider shall carry (i) commercial general liability insurance (including, without limitation, premises-operations, broad-form property damage, products and completed operations, contractual liability, independent contractors and personal and advertising injury) with a minimum combined single limit for each occurrence of at least One Million Dollars ($1,000,000.00), a general aggregate of Two Million Dollars ($2,000,000.00) and a separate products-completed operations aggregate of Two Million Dollars ($2,000,000.00), (ii) commercial automobile liability insurance with a minimum combined single limit of at least One Million Dollars ($1,000,000.00) for each accident, (iii) workers' compensation insurance, as required by applicable law, (iv) employer's liability insurance with minimum limits of not less than One Million Dollars ($1,000,000.00) for each accident and One Million Dollars ($1,000,000.00) for disease coverage for each employee and policy and (v) umbrella liability insurance with a minimum combined single limit for each occurrence of at least Five Million Dollars ($5,000,000.00) and an aggregate of Five Million Dollars ($5,000,000.00). Each of Provider's automobile liability policy, general liability policy and umbrella liability policy is to (a) be written on a primary and non-contributory basis and (b) name as additional insureds Sponsor and its agents, representatives, volunteers, employees or subconsultants, including their respective directors, officers, employees and agents. Under each policy listed above, a waiver of subrogation will be included in favor of Sponsor and its agents, representatives, volunteers, employees or subconsultants, including their respective directors, officers, employees and agents. Provider will be responsible for paying any deductible or retention under its policies. Provider's proof on insurance is attached hereto marked as Exhibit B and made a part hereof.

ARTICLE V
BENEFITS

5.01 Benefits. Unless otherwise specifically stated on **Exhibit A** or elsewhere in this Agreement, all Benefits are for the Athletic Year which shall run from the Effective Date through the end of the Term. If, for any reason other than Sponsor's fault, Provider is unable to provide Sponsor with any Benefit(s), then Provider will notify Sponsor and offer Sponsor make-good benefits in lieu of the Benefit(s) Provider is unable to provide Sponsor ("Alternative Make-Good Benefits"). Alternative Make-Good Benefits will not, however, include tickets, hospitality, catering or similar benefits that involve an out-of-pocket cost to Provider. Alternative Make-Good Benefits will be subject to Sponsor's approval. Until such time as Alternative Make-Good Benefits are agreed upon, Sponsor will continue to pay the full Sponsorship Fee to Provider as set forth above. If the parties are unable to agree on Alternative Make-Good Benefits, then such disagreement will not be considered a breach of this Agreement and this Agreement will not

terminate, but rather the Sponsorship Fee to be paid by Sponsor will be adjusted to reflect the Benefit(s) not available to Sponsor.

5.02 University Notice. If Provider is advised by University that Provider no longer has the right to provide Sponsor all the Benefits ("University Notice"), then Provider will have the option to terminate this Agreement at the end of the Contract Year for which the University Notice is applicable, with no further liability or obligations of either party under this Agreement thereafter, except for payment of the Sponsorship Fee still owed by Sponsor at the time of University Notice to Provider. If the University Notice requires Provider to terminate this Agreement prior to the end of the then-current Contract Year for which the University Notice is applicable, then this Agreement will terminate upon Provider's written notice to Sponsor and Sponsor will (i) receive a *pro rata* refund of the Sponsorship Fee equal to the value of Benefits not yet received as a result of the termination or (ii) pay Provider for Benefits received but not yet paid for, but in no event will either party have any further liability or obligation to the other party under this Agreement. In the event of this Agreement's termination as a result of a University Notice, Sponsor will have no obligation to pay the Sponsorship Fee for the period after the University Notice. Notwithstanding the foregoing, in lieu of this Agreement terminating because of a University Notice, Provider and Sponsor may negotiate for a period of thirty (30) days following Provider's receiving the University Notice in order to determine whether alternative benefits can be offered to Sponsor and, if offered, whether they are acceptable to Sponsor ("Alternative Benefits"). If Alternative Benefits are offered and accepted, then this Agreement will not terminate as a result of the University Notice but instead will remain in full force and effect with the Alternative Benefits. Notwithstanding any other provision herein, whether either party agrees to Alternative Benefits or an amendment to this Agreement is within the party's sole discretion.

ARTICLE VI
SPONSORSHIP MATERIALS

6.01 Preparation of Promotional/Sponsorship Materials. Provider is responsible for providing publication space or spot-advertisement locations for Sponsor-prepared promotional/sponsorship recognitions or advertising. Advertising production, video or graphics production, talent charges and service charges, if any, are not covered under this Agreement and remain Sponsor's sole responsibility, but Sponsor can obtain from Provider any such services for an additional service fee. Sponsor is responsible for timely submitting to Provider its advertisements, promotional/sponsorship recognitions, graphics, LED designs, video-board features, Internet displays and/or any other creative materials, as applicable, for Benefits ("Sponsorship Materials"). Sponsorship Materials (whether provided by Sponsor or on its behalf) are subject to Provider's written approval, which approval will not constitute approval as to conformity with any federal, state or local laws or regulations. If, by the deadline date (which Provider will provide Sponsor), Provider has not received from Sponsor its applicable Sponsorship Materials for publication, distribution or display, or if, after the deadline date, Sponsor submits to Provider copy corrections of applicable Sponsorship Materials, then Provider will not be obligated to publish Sponsorship Materials (or corrected Sponsorship Materials, as the case may be). Provider's failure to publish Sponsorship Materials (or corrected Sponsorship Materials) due to Sponsor's failure to meet the deadline date, however, in no way will relieve Sponsor of any of its

obligations and duties under this Agreement, including its obligation to submit payments in full, as set forth in the Installment Billing Schedule.

ARTLICE VII
INDEMNIFICATION

7.01 Indemnification. To the extent possible under applicable law, each Party ("Indemnifying Party") shall defend, indemnify and hold harmless the other Party and its offices, directors, agents and employees, from and against any and all claims, suits, damages, losses, liabilities, obligations, fines, penalties, costs and expenses, including, without limitation, reasonable fees and expenses of attorneys and other professionals, of whatever kind or nature, arising out of and/or based on the material default by the Indemnifying Party of any terms of this Agreement or the negligence or willful misconduct of the Indemnifying Party in connection with the performance of this Agreement. Neither Party shall be liable to the other Party for any indirect, incidental, special or consequential damages arising out of this Agreement (except to the extent that they mare claimed as part of an otherwise indemnified third-party claim), even if such party were advised of the possibility of such damages.

7.02 Release. Provider assumes full responsibility for delivering the Benefits hereunder and hereby releases, relinquishes, and discharges Sponsor, including its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with Provider's performance hereunder.

ARTICLE VIII
NOTICE

8.01 Notice. Any notice and/or statement required and permitted to be delivered shall be written and mailed, or sent by electronic transmission confirmed by a reply electronic transmission back from the recipient to whom the electronic transmission is directed and/or by mailing a written copy of same at substantially the same time as such electronic transmission, or personally delivered to an officer of the receiving party at the following addresses:

Sponsor:
City of College Station
Attn: Brian Piscacek
1101 Texas Ave.
College Station, TX 77842
Email: bpiscacek@cstx.gov

Provider:
Texas A & M Ventures, LLC
Attn: John Valek
166 Century Court Ste 200
College Station, TX 77840

Email: john.valek@texasamsportsproperties.com

This Agreement and all notices related thereto may be in one (1) or more counterparts, each of which will be deemed an original, but all of which, taken together, constitute one (1) and the same agreement.

ARTICLE IX
COMPLIANCE

9.01 Compliance. In connection with Sponsor's activities hereunder, during the Term, Sponsor shall comply with the policies, rules and regulations of University and any athletics conference to which University belongs (as Provider may provide Sponsor from time to time), as well as the National Collegiate Athletic Association's ("NCAA") constitution, bylaws and rules (publicly available at www.ncaa.org). This obligation includes, but is not limited to, the obligation to comply with NCAA bylaws and rules restricting use of a student-athlete's name or likeness. Provider shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including, but not limited to, the Immigration Reform and Control Act ("IRCA"). Provider may not knowingly obtain the labor or work of an undocumented worker. Provider, not Sponsor, must verify eligibility for employment as required by IRCA. Provider has complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all employees assigned to this Agreement.

ARTICLE X
BREACH

10.01 Termination. In addition to all rights and remedies available under the law and this Agreement, each Party shall have the right but not the obligation to terminate the Agreement if the other Party breaches any provision of this Agreement and such breach is not cured within ten (10) days after notice for a payment breach and thirty (30) days after notice for any other breach.

10.02 Party's Marks. In the event of a termination or expiration of this Agreement except as may be otherwise provided herein, immediately upon termination or expiration of this Agreement each Party shall cease displaying the other Party's Marks.

ARTICLE XI
FORCE MAJEURE

11.01 Unforeseen Events. If, due to public emergency or necessity, epidemic or pandemic, legal restrictions, labor disputes, strikes, boycotts, acts of God or similar reasons, including, but not limited to, mechanical or technological breakdowns beyond its control and without its fault, Provider is unable to perform any of its obligations hereunder, then Provider will not be liable to Sponsor, except to the extent of providing Sponsor suitable mutually agreed upon Alternative Make-Good Benefits. Until such time as Alternative Make-Good Benefits are agreed upon, Sponsor will continue to pay the full Sponsorship Fee to Provider as set forth above. If the parties are unable to agree on Alternative Make-Good Benefits, then such disagreement will not be considered a breach of this Agreement and this Agreement will not terminate, but rather the

Sponsorship Fee to be paid by Sponsor will be adjusted to reflect the Benefit(s) not available to Sponsor.

ARTICLE XII
ASSIGNMENT

12.01 Assignment. This Agreement is personal to the parties hereto; and neither shall sell, transfer or assign this Agreement, or any of their respective rights hereunder, without the other's prior written approval. No rights will devolve by operation of law or otherwise upon any assignee, receiver, liquidator, trustee of the Parties hereto nor to any other third party. Any unauthorized assignment will be void and of no effect unless approved by the other party in writing. Subject to the foregoing, this Agreement will be binding upon any approved assignee or successor, and this Agreement will inure to the benefit of the parties and their respective successors and permitted assigns.

ARTICLE XIII
MISCELLANEOUS

13.01 Miscellaneous. This Agreement (i) sets forth the parties' entire understanding with respect to its subject matter, (ii) supersedes all prior negotiations and agreements, whether written or oral, between the parties concerning such subject matter and (iii) may be modified or amended only by a duly-approved written instrument. Each party represents and warrants to the other party (a) the individual signing this Agreement on its behalf is duly authorized to do so; and (b) no representations have been made or relied upon other than those expressly provided for herein. No party's agent, employee or other representative is empowered to alter any of this Agreement's terms unless via written instrument duly-approved by the parties. A waiver by either party of any of this Agreement's terms or conditions in any instance will not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. Notwithstanding the University Notice section, Provider may terminate this Agreement, effective immediately upon delivering to Sponsor written notice thereof, if Provider's University rights agreement is terminated for any reason; provided, however, Provider shall provide Sponsor a *pro rata* refund of any amounts paid for Benefits not yet received as of such effective termination date. This Agreement is governed by and construed in accordance with the laws of the state of Texas, without giving effect to its conflict of law rules, and venue shall be in Brazos County, Texas.

13.02 No Boycott. To the extent applicable:

a. Boycott Israel. If this Agreement is for goods and services subject to § 2271.002 Texas Government Code, the parties verify they i) do not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;

b. Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, parties verify that they i) do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the Agreement against a firearm entity or firearm trade association; and

c. Boycott Energy Companies. Subject to § 2274.002 Texas Government Code the parties herein verify that they i) do not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

Exhibits:

Exhibit “A” Benefits
Exhibit “B” Proof of Insurance

(*Signatures Follow on Next Page*)

AGREED AND ACCEPTED:

City of College Station, Texas
a Texas Home Rule Municipal Corporation

By: _____
City Manager
Date: _____

Learfield Communications LLC dba
Texas A&M Ventures, LLC

By: John Valek III

Name: John Valek III

Title: Senior Manager

Date: 12/5/2023

APPROVED:

_____
Assistant City Manager/CFO
Date: 12/6/2023

_____
City Attorney
Date: 12/6/2023

Exhibit A
Benefits

Provider	Sport	Product	Item Name	Quantity	Events
Texas A&M Ventures, LLC	**All Sports**	**Intellectual Property**	**In-State Use of University Marks(PROUD PARTNER OF TEXAS A&M ATHLETICS WORDMARK)** Description: Sponsor may use University Marks only within (i) the state in which University's main physical campus is located and (ii) a one hundred (100) mile radius of University's main physical campus, to the extent such radius crosses a state boundary. With respect to any digital Benefits described herein, unless the parties mutually agree otherwise, (x) Sponsor may use University Marks only on inventory purchased through Provider's and/or Sponsor's owned channels and (y) Sponsor may not use University Marks in any way that conflicts with or impairs any relationship Provider or University has with a third party, including, but not limited to, any other sponsor. For the avoidance of doubt, only Sponsor, and no other business entities with which Sponsor is affiliated, shall have the right to use University Marks as outlined above.	**1**	**Season**
Texas A&M Ventures, LLC	**Email**	**Digital**	**E-Blast** Description: Sponsor message featured in email blast ie. promotion, event or fan offer	**2**	**1**
Texas A&M Ventures, LLC	**Fan365**	**Digital**	**Spring Fan365 Local Display Banner** Description: Fan365 for season long digital display media campaign targeting school fans in the local geography. 750,000 impressions guaranteed. Includes delivery on OAS. Campaign reporting includes impressions and clicks.	**1**	**Season**
Texas A&M Ventures, LLC	**Fan365**	**Digital**	**Winter Fan365 Local Display Banner** Description: Fan365 for season long digital display media campaign targeting school fans in the local geography. 250,000 guaranteed impressions. Includes delivery on OAS. Campaign reporting includes impressions and clicks.	**1**	**Season**
Texas A&M Ventures, LLC	**Football**	**Print**	**Season Ticket Mailing Insert** Description: Opportunity for an insert in the Football season ticket mailer	**1**	**Season**
Texas A&M Ventures, LLC	**Football**	**Tickets/Suites/Parking**	**Single Game Parking Pass** Description: One (1) single game parking pass for one (1) regular season home Football game at Kyle Field	**1**	**1**
Texas A&M Ventures, LLC	**Football**	**Tickets/Suites/Parking**	**Single Game Ticket** Description: One (1) single game ticket to one (1) regular season home Football game at Kyle Field	**2**	**1**
Texas A&M Ventures, LLC	**Social Media**	**Digital**	**Graphic (Static: Brand Sponsorship)** Description: Single graphic posted to	**1**	**1**

			social channels packaged with paid social media impressions (100K)		
Texas A&M Ventures, LLC	**Social Media**	**Digital**	**Lead Generation** Description: Enter-to-win sweepstakes; includes landing page, promotional social graphic(s), paid social media impressions (100K), and post-campaign entrant database.	**1**	**Season**

Exhibit B
Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/4/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laura Jones
IRONWOOD INSURANCE SERVICES, LLC 4401 Northside Parkway, Suite 800 Atlanta GA 30327	PHONE (A/C, No, Ext): (404)927-9143 FAX (A/C, No): (404)503-9101 E-MAIL ADDRESS: ljones@ironwoodins.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Learfield Holdco, LLC Learfield Communications, LLC Texas A&M Ventures, LLC 2400 Dallas Parkway, Suite 500 Plano TX 75093	INSURER A : Great Northern Insurance Co	20303
	INSURER B : Federal Insurance Company	20281
	INSURER C : ACE American Insurance Company	22667
	INSURER D : AIG Specialty Ins Co.	26883
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL2362346570 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	Y	36047995	7/1/2023	7/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	X	Y	73604088	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ NIL			78181011	7/1/2023	7/1/2024	EACH OCCURRENCE AGGREGATE	$ 25,000,000 $ 25,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (N/A) (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	71750236	7/1/2023	7/1/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability Cyber / Media Liability			014232004- Claims made 04/15/2008 Retro Date	8/31/2023	7/01/2024	Each Claim / Aggregate Retention	$5,000,000 $500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder, Sponsor and its agents, representatives, volunteers, employees or subconsultants, including their respective directors, officers, employees and agents are additional insured on the General Liability and Automobile Liability policies with respect to the liability resulting from the operations of the Named Insured as required by written contract. General Liability and Automobile Liability coverage provided is primary and non-contributory with respect to any similar insurance held by the additional insured as required by written contract. Waiver of Subrogation is in place in favor of Certificate Holder Certificate Holder, Sponsor and its agents, representatives, volunteers, employees or

CERTIFICATE HOLDER

City of College Station
1101 Texas Avenue
P.O. Box 9960
College Station, TX 77842

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Matt Hene/DAPHWI

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COMMENTS/REMARKS

subconsultants, including their respective directors, officers, employees and agents for General Liability, Automobile Liability and Workers Compensation as required by written contract. 30 day Notice of Cancellation, except 10 days for non-payment, applies to certificate holder per policy provisions.

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Conditions
(continued)

Transfer Or Waiver Of Rights Of Recovery Against Others

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the **insured** has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the **insured**'s rights to recover all or part of any payment made under this insurance have not been waived, those rights are transferred to us. The **insured** must do nothing after loss to impair them. At our request, the **insured** will bring **suit** or transfer those rights to us and help us enforce them.

This condition does not apply to **medical expenses**.

CHUBB®

Policy Conditions

Endorsement

Policy Period	JULY 1, 2023 TO JULY 1, 2024
Effective Date	JULY 1, 2023
Policy Number	3604-79-95 ATL
Insured	A-L TIER I, LLC
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	JULY 14, 2023

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Conditions

Under Conditions, the following condition is added.

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- impose any liability or obligation of any kind upon us; or
- invalidate such cancellation.

Schedule

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

CHUBB®

Liability Insurance

Endorsement

Policy Period	JULY 1, 2023 TO JULY 1, 2024
Effective Date	JULY 1, 2023
Policy Number	3604-79-95 ATL
Insured	A-L TIER I, LLC
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	JULY 14, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Owners, Lessees Or Contractors - Completed Operations

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only with respect to their liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the applicable location described in the Schedule performed for such person or organization and included in the **products-completed operations hazard**.

However,

- the insurance afforded to such person or organization only applies to the extent permitted by law; and
- if coverage provided to the person or organization is required by a contract or agreement, the insurance afforded to the person or organization will not be broader than that which you are required by such contract or agreement to provide for the person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

CHUBB®

Liability Insurance

Endorsement

Policy Period	JULY 1, 2023 TO JULY 1, 2024
Effective Date	JULY 1, 2023
Policy Number	3604-79-95 ATL
Insured	A-L TIER I, LLC
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	JULY 14, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization
Ongoing Operations

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

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Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

CHUBB®

Chubb Group of Insurance Companies
202B Hall's Mill Road, Whitehouse Station, NJ 08889

GREAT NORTHERN INSURANCE COMPANY

Incorporated under the laws of Indiana

POLICY NUMBER: (23)7360-40-88 **COMMERCIAL AUTO**

BUSINESS AUTO DECLARATIONS

ITEM ONE

PRODUCER:
MARSH & MCLENNAN AGENCY LLC

NAMED INSURED: A-L TIER I, LLC

MAILING ADDRESS: 2400 DALLAS PARKWAY
SUITE 500
PLANO, TX 75093

POLICY PERIOD: From 07-01-2023 to 07-01-2024 at 12:01 A.M. Standard Time at your mailing address shown above

PREVIOUS POLICY NUMBER: (22)7360-40-88

FORM OF BUSINESS:

[ ] CORPORATION [X] LIMITED LIABILITY COMPANY [ ] INDIVIDUAL
[ ] PARTNERSHIP [ ] OTHER _____

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

Premium shown is payable at inception: $ 24,342									
AUDIT PERIOD (IF APPLICABLE)		ANNUALLY		SEMI-ANNUALLY		QUARTERLY		MONTHLY

ENDORSEMENTS ATTACHED TO THIS POLICY:

IL 00 17 – Common Policy Conditions (**IL 01 46** in Washington)
IL 00 21 – Broad Form Nuclear Exclusion (not Applicable in New York) (**IL 01 98** in Washington)

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

COUNTERSIGNED _____ BY _____
(Date) (Authorized Representative)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION
Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:
b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds
The Named Insured shown in the Declarations is amended to include:
1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
(a) That is an "insured" under any other automobile policy;
(b) That has exhausted its Limit of Insurance under any other policy; or
(c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds
Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds
Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
(1) The agreement requires you to provide direct primary insurance for the lessor; and
(2) The "auto" is leased without a driver.
Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
1. You;
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract
Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".
However, such person or organization is an "insured" only:

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(1) with respect to the operation, maintenance or use of a covered "auto"; and
(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
(a) You executed the "insured contract" or written agreement; or
(b) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. **PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

5. **AUTO LOAN/LEASE GAP COVERAGE**
Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
a. Overdue loan/lease payments at the time of the "loss";
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
c. Security deposits not returned by the lessor:
d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

6. **RENTAL AGENCY EXPENSE**
Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. **EXTRA EXPENSE – BROADENED COVERAGE**
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.

8. **AIRBAG COVERAGE**
Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. **AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**
Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
b. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
(3) An integral part of such equipment.

10. **GLASS REPAIR – WAIVER OF DEDUCTIBLE**

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Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:
No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES
Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:
1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS
Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
   (1) You or your authorized representative, if you are an individual;
   (2) A partner, or any authorized representative, if you are a partnership;
   (3) A member, if you are a limited liability company; or
   (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

   Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:
   (1) How, when and where the "accident" or "loss" occurred;
   (2) The "insured's" name and address; and
   (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION
Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

   To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS
Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:
If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES
Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:
e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY
Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:
(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE
Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:
"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: A-L TIER I, LLC
Endorsement Effective Date: 07/01/2023

SCHEDULE

Name(s) Of Person(s) Or Organization(s): PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT BETWEEN YOU AND SUCH PERSON OR ORGANIZATION,TO PROVIDE PRIMARY AND NON-CONTRIBUTORY INSURANCE
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Item 5. – **"Other Insurance"** of Item B. – **"General Conditions"** under Section IV – **"Business Auto Conditions"**:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM) SCHEDULED PERSON(S) OR ORGANIZATION(S)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

SCHEDULE

Name of Person(s) or Organization(s):
IF YOU ARE OBLIGATED, PURSUANT TO A WRITTEN CONTRACT OR AGREEMENT, TO PROVIDE PERSON(S) OR ORGANIZATION(S) WITH NOTICE OF CANCELLATION, THEN WE WILL NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) PROVIDED THAT WITHIN 15 DAYS OF THE DATE WE SEND NOTICE OF CANCELLATION TO THE FIRST NAMED INSURED, THE FIRST NAMED INSURED OR PRODUCER RECORD PROVIDES US WITH A SPREADSHEET CONTAINING THE NAME, MAILING ADDRESS AND, IF AVAILABLE, E-MAIL ADDRESS OF THE PERSON(S) OR ORGANIZATION(S).

Address:

Under Common Policy Conditions the following condition is added:

NOTICE OF CANCELLATION (OTHER THAN NONPAYMENT OF PREMIUM) SCHEDULED PERSON(S) OR ORGANIZATION(S)

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

Workers' Compensation and Employers' Liability Policy

Named Insured A-L TIER I, LLC 2400 DALLAS PARKWAY SUITE 500	Endorsement Number Policy Number Symbol: RWC Number: (24)7175-02-36
Policy Period 07-01-2023 **TO** 07-01-2024	Effective Date of Endorsement 07-01-2023
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness In Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Authorized Agent

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Contract

Please read the entire policy carefully. The terms and conditions of this insurance include the various sections of this contract: Coverages; Investigation, Defense And Settlements; Supplementary Payments; Coverage Territory; Who Is An Insured; Limits Of Insurance; When Excess Follow-Form Coverage A Applies (Drop Down); Exclusions; Conditions and Definitions, as well as the Declarations and any Endorsements and Schedules made a part of this insurance.

Throughout this contract the words "you" and "your" refer to the Named **Insured** shown in the Declarations and other persons or organizations qualifying as a Named **Insured** under this contract. The words "we," "us" and "our" refer to the Company providing this insurance.

In addition to the Named **Insured,** other persons or organizations may qualify as **insureds.** Those persons or organizations and the conditions under which they qualify are identified in the Who Is An Insured section of this contract.

.Words and phrases that appear in **bold** print have special meanings and are defined in the Definitions section of this contract.

Coverage/ Excess Follow-Form Coverage A

Subject to all of the terms and conditions applicable to Excess Follow-Form Coverage A, we will pay, on behalf of the **insured,** that part of **loss** to which this coverage applies, which exceeds the applicable **underlying limits.**

This coverage applies only if the triggering event that must happen during the policy period of the applicable **underlying insurance** happens during the policy period of this insurance.

This coverage will follow the terms and conditions of **underlying insurance** described in the Schedule Of Underlying Insurance, unless a term or condition contained in this coverage:

- differs from any term or condition contained in the applicable **underlying insurance;** or
- is not contained in the applicable **underlying insurance.**

With respect to such exceptions described above, the terms and conditions contained in this coverage will apply, to the extent that such terms and conditions provide less coverage than the terms and conditions of the applicable **underlying insurance.**

This coverage does not apply to any part of **loss** within **underlying limits,** or any related costs or expenses.

We have no obligation under this insurance with respect to any claim or **suit** settled without our consent.

Other than as provided under the Investigation, Defense And Settlements and Supplementary Payments sections of this contract, we have no other obligation or liability to pay sums or perform acts or services under this coverage.

Coverages/ Umbrella Coverage B

Bodily Injury And Property Damage Liability Coverage

Subject to all of the terms and conditions applicable to Umbrella Coverage B, we will pay, on behalf of the **insured, loss** by reason of liability:

- imposed by law; or
- assumed in an **insured contract;**

Supplementary Payments *(continued)*

6. interest on the full amount of a judgment that accrues after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit Of Insurance.

B. Supplementary Payments does not include any fine or other penalty.

C. Supplementary Payments will not reduce the Limits Of Insurance.

Our obligation to make these payments ends when we have used up the applicable Limit Of Insurance.

Coverage Territory

Excess Follow-Form Coverage A

With respect to Excess Follow-Form Coverage A, this insurance applies anywhere that the applicable **underlying insurance** applies.

Umbrella Coverage B

With respect to Umbrella Coverage B, this insurance applies anywhere.

Who Is An Insured/ Excess Follow-Form Coverage A

With respect to Excess Follow-Form Coverage A, the following persons and organizations qualify as **insureds:**

- the Named **Insured** shown in the Declarations; and
- other persons or organizations qualifying as an insured in **underlying insurance,** but not beyond the extent of any limitation imposed under any contract or agreement.

Who Is An Insured/ Umbrella Coverage B

With respect to Umbrella Coverage B, the following persons and organizations qualify as **insureds.**

Sole Proprietorships

If you are an individual, you and your spouse are **insureds;** but you and your spouse are **insureds** only with respect to the conduct of a business of which you are the sole owner.

If you die:

- persons or organizations having proper temporary custody of your property are **insureds;** but they are **insureds** only with respect to the maintenance or use of such property and only for acts until your legal representative has been appointed; and
- your legal representatives are **insureds;** but they are **insureds** only with respect to their duties as your legal representatives. Such legal representatives will assume your rights and duties under,this insurance.

Partnerships Or Joint Ventures

If you are a partnership (including a limited liability partnership) or a joint venture, you are an **insured.** Your members, your partners and their spouses are **insureds;** but they are **insureds** only with respect to the conduct of your business.

Who Is An Insured/ Umbrella Coverage B
(continued)

Limited Liability Companies If you are a limited liability company, you are an **insured.** Your members and their spouses are **insureds;** but they are **insureds** only with respect to the conduct of your business. Your managers are **insureds;** but they are **insureds** only with respect to their duties as your managers.

Other Organizations If you are an organization (including a professional corporation) other than a partnership joint venture or limited liability company, you are an **insured.** Your directors and **officers** are **insureds;** but they are **insureds** only with respect to their duties as your directors or **officers.** Your stockholders and their spouses are **insureds;** but they are **insureds** only with respect to their liability as your stockholders.

Employees Your **employees** are **insureds;** but they are **insureds** only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

Volunteers Persons who are volunteer workers for you are **insureds;** but they are **insureds** only for acts within the scope of their activities for you and at your direction.

Real Estate Managers Persons (other than your **employees)** or organizations while acting as your real estate managers are **insureds;** but they are **insureds** only with respect to their duties as your real estate managers.

Lessors Of Equipment Persons or organizations from whom you lease equipment are **insureds;** but they are **insureds** only with respect to the maintenance or use by you of such equipment and only if you are contractually obligated to provide them such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence; or
- **occurrence** that occurs, or offense that is committed, after the equipment lease ends.

Lessors Of Premises Persons or organizations from whom you lease premises are **insureds;** but they are **insureds** only with respect to the ownership, maintenance or use of that particular part of such premises leased to you and only if you are contractually obligated to provide them with such insurance as is afforded by this contract.

However, no such person or organization is an **insured** with respect to any:

- damages arising out of their sole negligence;
- **occurrence** that occurs, or offense that is committed, after you cease to be a tenant in the premises; or
- structural alteration, new construction or demolition operations performed by or on behalf of them.

CHUBB®

Liability Insurance

Endorsement

Policy Period	JULY 1, 2023 TO JULY 1, 2024
Effective Date	JULY 1, 2023
Policy Number	3604-79-95 ATL
Insured	A-L TIER I, LLC
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	JULY 14, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Limits Of Insurance, the following provisions are added.

Limits Of Insurance

Per Location Or Per Project Limit Of Insurance With Combined Total Aggregate Limit

A. Subject to the Combined Total Aggregate Limit shown in the Schedule, the most we will pay for the sum of all damages for **bodily injury** and **property damage** and for all **medical expenses**, which can be attributed only to operations at a single **location** or at a single designated **project**, is described in paragraphs A.1. through A.4. below.

1. A separate General Aggregate Limit will apply to each **location** or **project**, and such limit is equal to the General Aggregate Limit shown in the Declarations.

2. Subject to the Each Occurrence Limit and all other applicable limits, the separate General Aggregate Limit described in subparagraph A.1. above is the most we will pay for the sum of all damages for **bodily injury** and **property damage**, except in connection with injury or damage included in the **products-completed operations hazard**, and for all **medical expenses**, regardless of the number of:

   a. **insureds**;

   b. claims made or **suits** brought; or

   c. persons or organizations making claims or bringing **suits**.

Limits Of Insurance

Per Location Or Per Project Limit Of Insurance With Combined Total Aggregate Limit (continued)

3. Any amount paid for damages or **medical expenses** will reduce the amount of the separate General Aggregate Limit described in subparagraph A.1. above available for any other payment for that **location** or **project**. Such payments will not reduce the General Aggregate Limit shown in the Declarations and they will not reduce the separate General Aggregate Limit for any other operations at a single **location** or single **project**.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate General Aggregate Limit.

B. Subject to the Combined Total Aggregate Limit shown in the Schedule, the most we will pay for the sum of all damages for **bodily injury** and **property damage** and for all **medical expenses**, which cannot be attributed only to operations at a single **location** or a single **project**, is described in paragraphs B.1 and B.2 below.

1. Any amount paid for damages or **medical expenses** will reduce the amount of the General Aggregate Limit available for any other payment; and

2. Payments described in subparagraph B.1. above will not reduce the separate General Aggregate Limit applicable to operations at a single **location** or a single **project**.

C. Subject to the separate General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Schedule is the most we will pay for the combined sum of amounts described in paragraphs A. and B. above, regardless of the number of **locations** or **projects**.

D. If applicable, any payments we make for **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit regardless of the number of **locations** or **projects**, and will not reduce the General Aggregate Limit or the separate General Aggregate Limit applicable to a single **location** or a single **project**.

E. If the applicable **project** has been abandoned, delayed or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the **project** will still be deemed to be the same **project**. **Project** will be deemed to include, collectively, all **locations** and sites on which you are performing operations that are called for in the applicable contracts or agreements pertaining to such **project**.

F. The provisions of the section titled Limits Of Insurance not otherwise modified by this endorsement will continue to apply as stipulated.

Definitions

As used in this endorsement, the following words and phrases have special meanings described below.

Location

Location means premises involving the same or connecting lots, or premise whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Project

Project means a project (taking place away from premises owened by or rented to you) on which you are performing operations.

CHUBB®

Liability Insurance

Endorsement

Effective Date	JULY 1, 2023
Policy Number	3604-79-95 ATL

Schedule

Combined Total Aggregate Limit:	$ 10,000,000

All other terms and conditions remain unchanged.

Authorized Representative

NEW YORK STATE | Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name & Address of Insured (use street address only) Learfield Communications, LLC 505 Hobbs Rd Jefferson City, MO 65109-5788 Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number 90-0776492
2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) State of New York, State University of New York and the State University of New York at Stony Brook State University of New York at Stony Brook 100 Nicolls Road Stony Brook, NY 11794	3a. Name of Insurance Carrier ACE American Insurance Company 3b. Policy Number of Entity Listed in Box "1a" (22)7175-02-36 3c. Policy effective period 07/01/2023 to 07/01/2024 3d. The Proprietor, Partners or Executive Officers are ☒ included. (Only check box if all partners/officers included) ☐ all excluded or certain partners/officers excluded.

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. **(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy).** The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) **Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.**

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Ally Taylor
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Ally Taylor
(Signature) (Date)

Title: SVP, Commercial Insurance Manager- Georgia 11/27/23

Telephone Number of authorized representative or licensed agent of insurance carrier: 678-896-6301

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

December 11, 2023
Item No. 8.11.
Appointment of Emergency Management Coordinator

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution appointing Tradd Mills as the Emergency Management Coordinator.

Relationship to Strategic Goals:
1. Good Goverance

Recommendation(s): Staff recommends approval of the resolution and TDEM notification form 147.

Summary: The citizens have elected John Nichols as the Mayor for the City of College Station. In accordance with the Texas Disaster Act of 1975 the Mayor assumes the duty as the Emergency Management Director. The Emergency Management Director may designate an Emergency Management Coordinator who shall serve as assistant to the presiding officer of the political subdivision for emergency management purposes when so designated. The Texas Division of Emergency Management also requires TDEM Notification Form 147 be executed by the Mayor.

Budget & Financial Summary: None

Attachments:
1. Form TDEM147- Rev 07.2023 (2)
2. EMC Resolution 12-2023 (Tradd Mills)

EMERGENCY MANAGEMENT DIRECTOR/COORDINATOR NOTIFICATION

Section 418.101 of the Texas Government Code states: "*The presiding officer of the governing body of each political subdivision will notify the Division of Emergency Management of the manner in which the political subdivision is providing or securing an emergency management program, identify the person who heads the agency responsible for the program, and furnish additional pertinent information."* **This form is used to make the required notification to TDEM in accordance with Governor Executive Order GA-05 submitted annually by the 1st of February of each year or within 30 days of any change of elected or appointed officials.**

The information on this form may be released to those inquiring about local emergency management programs pursuant to the Texas Open Records Act. Hence, TDEM recommends that you provide business addresses and mobile telephone numbers rather than home addresses and telephone numbers.

COUNTY:	Brazos	*(Required)*
Jurisdiction:	City of College Station	*(City of County Name)*
Official's Title:	Mayor	*(Mayor/Judge)*
Name:	John Nichols	*(First & Last Name)*
Mailing Address:	PO Box 9960	*(The best address to receive mail)*
City, State, Zip:	College Station, TX, 77842	
Office Phone:	9797643509	
Cell Phone:	0000000000	
Fax Number:	9797646377	
Email:	jnichols@cstx.gov	*(Please include-this is a back-up for mailing)*
24 Hr Contact #:	9797643600	

EMERGENCY MANAGEMENT PROGRAM APPOINTMENT STATUS

☐ I HAVE NOT appointed an Emergency Management Coordinator and will personally direct the local emergency management program.

☑ I HAVE appointed/re-appointed the Emergency Management Coordinated identified below to conduct the emergency management program for this jurisdiction. The effective date of appointment is:

☐ We share our EMC with (name of jurisdiction).

If the COUNTY Emergency Management Coordinator has been appointed to other jurisdictions within the county, the County Judge and the participating City Mayor must sign this form.
(See the third page for additional signature blocks.)

The EMC for this jurisdiction is (Please select one):

☑ Paid, full time, EMC only

☐ Paid, full time, EMC and other job duties (Fire Chief, Fire Marshal, Police Chief, EMS Director, etc.) *(please specify other duty/duties)*

☐ Paid, part time, EMC only.

☐ Paid, part time, EMC and other job duties (Fire Chief, Fire Marshal, Police Chief, EMS Director, etc., *(please specify other duty/duties)*

☐ Unpaid/volunteer EMC only.

☐ Unpaid/volunteer, EMC and other volunteer job duties (Fire Chief, Fire Marshal, Police Chief, EMS Director, etc., *(please specify other duty/duties)*

☐ Other *(please describe)*

EMERGENCY MANAGEMENT COORDINATOR		
	Coordinator	**Asst Coordinator**
Name:	Tradd Mills	N/A
Mailing Address:	PO Box 9960	
City, State, Zip:	College Station, TX, 77842	
Office Phone:	9795951042	
Cell Phone:	9795953811	
Fax Number:	9793939922	
Email Address:	tmills@cstx.gov	
24 Hr Contact #.:	9797643700	
Emergency Operations Center #:	9798211000	

☑ ***Check this box if the information above contains personal information pertaining to a law enforcement official such as personal home or cellular phone number, and/or home mailing or personal email address.***

	City Manager	**Public Health Director**
Name:	Bryan Woods	Santos Navarette
Mailing Address:	PO Box 9960	21 N. Texas Ave
City, State, Zip:	College Station, TX, 77842	Bryan, TX, 77803
Office Phone:	9797643509	9793614440
Cell Phone:	0000000000	3255144568
Fax Number:	0000000000	9798232275
Email Address:	bwoods@cstx.gov	snavarette@brazoscountytx.gov
24 Hr Contact #:	9797643600	3255144568

	Public Information Officer
Name:	Colin Killian
Mailing Address:	1101 Texas Avenue
City, State, Zip:	College Station, TX, 77842
Office Phone:	9797643768
Cell Phone:	0000000000
Fax Number:	0000000000
Email Address:	ckillian@cstx.gov
24 Hr Contact #:	9797643600

Judge or Mayor Signature **Date**

PLEASE RETURN TO:

Texas Division of Emergency Management Operations Section
2883 Highway 71 E
PO Box 285
Del Valle, TX 78617-9998

Phone: 512-424-2208 **Email: TDEM147@tdem.texas.gov**

Click to Submit to 147 Coordinator

For Shared EMC Use Only

By-signing this form, you agree the appointed Emergency Management Coordinator (EMC) listed on page 2 is also your EMC. If you have a separate EMC you must submit the first and second pages for your jurisdiction.

	Mayor
City:	
Name:	
Mailing Address:	
City, State, Zip:	
Office Phone:	
Cell Phone:	
Fax Number:	
Email Address:	
24 Hr Contact #.:	
Signature:	

	Mayor
City:	
Name:	
Mailing Address:	
City, State, Zip:	
Office Phone:	
Cell Phone:	
Fax Number:	
Email Address:	
24 Hr Contact #.:	
Signature:	

	Mayor
City:	
Name:	
Mailing Address:	
City, State, Zip:	
Office Phone:	
Cell Phone:	
Fax Number:	
Email Address:	
24 Hr Contact #.:	
Signature:	

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, APPOINTING AN EMERGENCY MANAGEMENT COORDINATOR FOR THE CITY.

WHEREAS, the City Council recognizes the need to prepare for the occurrence or imminent threat of widespread or severe damage, injury, or loss of life or property resulting from any natural or man-made cause, requiring emergency action; and

WHEREAS, the Texas Division of Emergency Management (TDEM) according to the Texas Disaster Act of 1975, Chapter 418 shall identify the Emergency Management Director and the Emergency Management Coordinator responsible for the emergency management program; and

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby recognizes that Mayor John Nichols as the Emergency Management Director (EMD) for the City and gives the Mayor authority to execute documents related to appointing the Emergency Management Coordinator.

PART 2: That the Mayor/EMD appoints Tradd Mills as the Emergency Management Coordinator for the City.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this 11 day of December, 2023.

ATTEST:

_____
City Secretary

APPROVED:

_____
Mayor

APPROVED:

_____
City Attorney

December 11, 2023
Item No. 8.12.
Second Amendment to 2611 Texas Avenue Lease Agreement

Sponsor: Brian Piscacek, Economic Development Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a second amendment to the lease of 3.1 acres including an approximately 28,949 square foot building at 2611 Texas Avenue South to International American Education Federation, Inc., d/b/a International Leadership of Texas, for the addition of a portable classroom building.

Relationship to Strategic Goals:

- Good Governance
- Financial Sustainability

Recommendation(s): Staff recommend that Council approve the amendment.

Summary: The City of College Station and International Leadership of Texas (ILT) School entered into a lease agreement in May 2020 to serve a public and educational purpose as ILT pursued a permanent high school home. This agreement was amended in July 2023 to extend the term through September 30, 2025. To better accommodate their student needs, ILT would like to add a portable classroom building in the parking lot of the 28,949 square foot facility.

This amendment would allow the placement of one portable classroom building during the lease term on the rear or sided fenced portion of the leased premises. ILT assumes all ownership, liability, and responsibility for the classroom building.

Budget & Financial Summary: ILT assumes all costs and expenses related to the placement, maintenance, operations, and removal of the portable classroom building. All other lease terms and conditions remain in effect.

Attachments:
1. 20300455_Amd 2

SECOND LEASE AMENDMENT
LEASE AGREEMENT FOR 2611 TEXAS AVENUE SOUTH

This Second Lease Amendment is by and between **The City of College Station**, a Texas Home Rule Municipal Corporation, (with its successors, called "Landlord"), and **International American Education Federation, Inc., d/b/a International Leadership of Texas, a Texas Domestic Nonprofit Corporation** (with its successors, called "Tenant"), in consideration of their mutual covenants and agreements in this Second Lease Amendment, the parties agree as follows:

WHEREAS, Landlord and Tenant entered into a Lease Agreement for 2611 Texas Avenue South, College Station, Texas dated May 28, 2020 with contract number 20300455 (collectively hereinafter referred to as the "Lease"), for certain real property containing approximately 28,949 square feet located at 2611 Texas Avenue South, College Station, Texas 77840; and

WHEREAS, Landlord and Tenant entered into a First Amendment to the Lease for 2611 Texas Avenue South, College Station, Texas dated May 28, 2020 ("First Amendment"), in which Landlord and Tenant agreed to renew the Lease for two additional 1-year renewal periods and adjust the Base Rent for the renewal periods; and

WHEREAS, Tenant desires to place a portable classroom building in the parking lot of the Leased Premises; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and promises set forth below, Landlord and Tenant agree to amend the Lease by adding the following section to Article IV, "Requirements for Occupancy, Use and Improvements", to allow for a portable classroom building:

1. Section 4.02. Portable Classroom Building.

A. "Portable Classroom Building" means all non-permanent external structures, which are portable or relocatable, used as classrooms or for other educational or school related purposes on the Leased Premises and approved by the parties in accordance with this Lease.

B. Landlord agrees that Tenant may place one (1) Portable Classroom Building approximately 864 square feet in size on the existing concrete pad in the parking lot on the rear or sided fenced portion of the Leased Premises in the location identified in the map attached to the Second Lease Amendment as Exhibit "A". Tenant shall assume all ownership, liability and responsibility for the Portable Classroom Building in the Leased Premises, including, but not limited to, costs and expenses for placement, utilities, permitting, modifications, maintenance, repairs, insurance, operations, damage, liability, third-party claims and removal of the Portable Classroom Building. The Portable Classroom Building must be removed from the Leased Premises by Tenant, at Tenant's sole cost and expense, before expiration of the Lease Term.

2. All other terms, covenants and conditions of the Lease shall remain in full force and effect.

IN WITNESS WHEREOF, this Second Lease Amendment is hereby executed in multiple originals as of the date approved by the Landlord.

INTERNATIONAL AMERICAN EDUCATION FEDERATION, INC. d/b/a INTERNATIONAL LEADERSHIP OF TEXAS,
TENANT

By: Edward G. Conger

Name: Edward G. Conger

Title: Superintendent/CEO

Date: 12/1/2023

CITY OF COLLEGE STATION,
LANDLORD

By:_____
City Manager
Date:_____

APPROVED:

_____
City Attorney
Date:_____

_____
Assistant City Manager/CFO
Date:_____

Exhibit "A"
Location of Portable Classroom on Leased Premises

December 11, 2023
Item No. 8.13.
Impact Fee Semi-Annual Report

Sponsor: Carol Cotter

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure
- Diverse Growing Economy
- Improving Mobility

Recommendation(s): The Impact Fee Advisory Committee (IFAC) heard this item at their meeting on November 16, 2023, and recommended acceptance of the report. Staff recommends that Council acknowledge and accept the Semi-Annual Report - No Further Action is required at this time.

Summary: The attached Impact Fee Semi-Annual Report is provided to the City Council in accordance with the Texas Local Government Code Chapter 395.058. The City of College Station adopted "System-Wide" Impact Fees for water, wastewater, and roadways in 2016. The statutory 5-year update was completed on November 22, 2021. Revised land use assumptions and capital improvement plans were adopted, including resultant maximum assessable rates and associated collection rates. In July of this year, residential impact fee collection rates were amended to provide for annual increases to water and roadway impact fees over the next three years, beginning January 1, 2024.

This report documents the period from April 1, 2023 to September 30, 2023. Other than the amendment to the collection rates, there have been no major changes in the water, wastewater, or roadway impact fee programs during this reporting period. This report includes a summary of the utility and roadway impact fees collected, transferred, and available for capital improvement projects, and lists ongoing capital improvement projects partially funded by impact fee revenues.

The Planning and Zoning Commission serves as the Impact Fee Advisory Committee (IFAC) per the City of College Station Code of Ordinances Chapter 107, Impact Fees. Ad hoc members were also appointed for the update process.

Budget & Financial Summary: N/A

Attachments:
1. Impact Fee Semi-Annual Report - 20231116
2. Future Land Use Map (from FNI Report)
3. Service Area Maps -Water, Wastewater and Roadway
4. Status of Impact Fee CIP - Water Wastewater Roadway - September 2023

CITY OF COLLEGE STATION
Home of Texas A&M University®

MEMORANDUM

DATE: November 16, 2023

TO: Impact Fee Advisory Committee

FROM: Carol Cotter, P.E., City Engineer

SUBJECT: Semi-Annual Report - System-Wide Impact Fees for Water, Wastewater, and Roadway

The City of College Station adopted "System-Wide" Impact Fees for water, wastewater, and roadways in the latter part of 2016. In accordance with Texas Local Government Code, the 5-year update was completed on November 22, 2021. Revised land use assumptions and capital improvements plans were adopted including resultant maximum assessable rates and associated collection rates. In July of this year, residential impact fee collection rates were amended to provide for annual increases to water and roadway impact fees over the next three years, beginning January 1, 2024.

Texas Local Government Code requires Semi-Annual Reporting to monitor the progress of impact fees and to determine if an update to the fee study is necessary before the statutory five-year requirement. Other than the amendment to the collection rates, there have been no major changes in the water, wastewater, or roadway impact fee programs during this reporting period. This report documents the period of April 1, 2023 to September 30, 2023, and includes a summary of the utility and roadway impact fees collected, transferred, and available for capital improvement projects. It also lists ongoing capital improvement projects partially funded by impact fee revenues.

Staff recommends that the Impact Fee Advisory Committee accept this report and forward to City Council for their update.

Impact Fee Advisory Committee (IFAC)

The City of College Station Code of Ordinances Chapter 107, Impact Fees, designates the Planning and Zoning Commission as the Impact Fee Advisory Committee (IFAC). Additional ad hoc members were appointed for the update process. The role of the IFAC is to:

1. Advise and assist the City in adopting Land Use Assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

System-Wide Impact Fees

System-wide impact fees for water and wastewater were adopted September 22, 2016, with roadway impact fees following on November 10, 2016. Maximum assessable rates were adopted, and reduced collection rates implemented. Water and wastewater fees were phased in, starting at 50% of the collection rate the first year with full collection rates the following year. Roadway impact fees were phased in, beginning with zero fee collection in year one and 50% in year two. Full implementation of the initial collection rates occurred in December 2018.

The statuary 5-year update of the water, wastewater and roadway impact fee programs was completed November 22, 2021. Amendments to the land use assumptions and capital improvements plans were adopted, including resultant maximum assessable rates and associated collection rates, and became effective on January 1, 2022. The collection rate for residential developments was increased by 10% from the previous rates and became effective March 1, 2022. The service area for roadway impact fees remained unchanged, bounded by the city limits. Service areas for system-wide water and wastewater impact fees were adjusted to respective services areas within the city limits, removing areas of the City's extra-territorial jurisdiction (ETJ). In July of this year, residential impact fee collection rates were amended to provide for annual increases to water and roadway impact fees over the next three years, beginning January 1, 2024. The amendments have been incorporated in the semi-annual report.

Status of the impact fee programs are presented in the following tables.

Impact Fee Program Overview – 2021 Study Updates

Impact Fee	Adopted Max Rate	Current Collection Rate per Service Unit*		Total Estimated Capital Costs	Recoverable Costs at Max Rate (2021 – 2031)	Recoverable Cost at Collection Rate (2021-2031) **
		Res	Non-Res			
Water	$3,877	$550	$500	$67,722,554	$54,457,437	$11.8M
Wastewater	$5,572	$3,300	$3,000	$189,748,166	$71,917,188	$24.2M
Roadway A	$499	$438.83	$80	$13,915,012	$9,052,650	$3.4M
Roadway B	$1,261	$438.83	$80	$48,390,353	$20,114,165	$5.9M
Roadway C	$2,127	$438.83	$80	$78,250,564	$25,687,488	$8.9M
Roadway D	$3,452	$438.83	$80	$74,492,580	$57,399,762	$5.7M
Roadway Totals				$215,048,509	$112,254,065	$23.7M

* Refer to Collection Rate Adjustment Schedule table for programmed collection rates.

** Recoverable costs include programmed collection rate adjustments.

Collection Rate Adjustment Schedule

Impact Fee	Collection Rate Per Service Unit			
	Residential			Non-Residential
	2024	2025	2026	
Water	$1,950	$2,150	$2,325	$500
Wastewater	$3,300	$3,300	$3,300	$3,000
Roadway A	$499	$499	$499	$80
Roadway B	$897	$1,163*	$1,261*	$80
Roadway C	$897	$1,163	$1,514	$80
Roadway D	$897	$1,163	$1,514	$80

* For properties platted prior to January 1, 2022, the collection rate is limited to the 2016 maximum assessable rate of $1,072.

Impact fee revenues collected since the initial adoption of system-wide impact fees in 2016 are provided by fiscal year in the table below. Amounts collected for this six (6) month reporting period from April 1, 2023 through September 30, 2023, are also provided.

Impact Fee Revenues

Impact Fee	FY17	FY18	FY19	FY20	FY21	FY22	FY23	Total Impact Fees Collected
Water	$45,075	$339,325	$335,400	$381,880	$420,200	$474,025	$328,370	$2,324,275
Wastewater	$155,475	$1,606,025	$1,575,150	$1,666,800	$2,243,700	$2,333,880	$1,725,705	$11,306,735

Roadway A	$0	$40,893	$81,193	$123,327	$117,261	$454,618	$142,401	$959,693
Roadway B	$0	$32,671	$80,625	$427,118	$538,988	$494,585	$316,257	$1,890,244
Roadway C	$0	$156,540	$391,243	$186,979	$194,634	$255,872	$205,679	$1,390,947
Roadway D	$0	$33,000	$150,526	$79,161	$85,404	$288,661	$229,382	$866,134
Roadway Totals	$0	$263,104	$703,587	$816,585	$936,287	$1,493,736	$893,719	$5,107,018

Impact Fee Capital Improvement Plan Implementation as of September 30, 2023

Impact Fee	Impact Fees Allocated	Developer Constructed (Estimated)	City Funded	Total Capital Project Expenditures
Water	$2,196,085	$120,000	$32,092,575	$34,408,660
Wastewater	$10,113,956	$690,000	$69,326,479	$80,130,435

Roadway A	$767,500	$0	($79,135)	$688,365
Roadway B	$617,500	$0	$29,392,007	$30,009,507
Roadway C	$1,193,333	$77,667	$41,573,815	$42,844,815
Roadway D	$767,500	$777,500	$9,966,531	$11,511,531
Roadway Totals	$3,345,833	$855,167	$80,853,219	$85,054,219

The impact fee revenues are being utilized to aid in funding a number of the impact fee capital improvement projects. Impact fees may only be spent on eligible projects identified in the respective impact fee capital improvement plans and are then further restricted to the specific zones for roadway impact fees. The projects that have received impact fee funding are listed as follows.

Capital Projects Receiving Impact Fee Allocation

Water Impact Fee Projects:

- Well #9 and Collection Line (Project F)
- SH 6 Water Line Phases 1 and 2 (Project N)
- SH 6 Water Line Phase 3 (Project O)
- 2021 Impact Fee Study (Project R)

Wastewater Impact Fee Projects:

- Lick Creek Trunk Line (Project C)
- Northeast Trunk Line Phases 1 and 2 (Project E)
- Carters Creek Diversion Lift Station Phase 1 (Project M)
- Lick Creek WWTP Phase 1 Expansion (Project N)
- 2021 Impact Fee Update (Project O)

Roadway Impact Fee Projects:

- Zones A and D - Rock Prairie Road from SH 6 to Stonebrook Drive (Project A-5/D-1)
- Zones A and D - Rock Prairie Road from Stonebrook Drive to Town Lake Drive (Project A-6/D-2)
- Zones B and C - Rock Prairie Road W from 715’ west of Towers Parkway to Wellborn Road (Project B-3/C-1)
- Zone C - Capstone Drive from 1,265’ west of Wellborn Road to Wellborn Road (Project C-4)
- Zone C - Barron Road from Wellborn Road to WS Phillips Parkway (Project C-5)
- Impact Fee Study (all Zones)

Planning & Development Services
P.O. BOX 9960 • 1101 TEXAS AVENUE • COLLEGE STATION • TEXAS • 77842
TEL. 979.764.3570 • FAX. 979.764.3496
cstx.gov/devservices

Recommendation:
Staff recommends that the Impact Fee Advisory Committee accept this report and forward to City Council for their update.

Attachments:
1. Future Land Use Map
2. Service Area Maps - Water, Wastewater, and Roadway
3. Status of the Impact Fee Capital Improvements Plans – Water, Wastewater, and Roadway

FIGURE 2-1
CITY OF COLLEGE STATION
WATER AND WASTEWATER IMPACT FEE UPDATE
FUTURE LAND USE

LAND USE

- Urban Center
- Neighborhood Center
- General Commercial
- Neighborhood Commercial
- Business Center
- Urban Residential
- Mixed Residential
- Suburban Residential
- Estate Residential
- Rural
- Neighborhood Conservation
- Medical
- Wellborn
- Institutional/Public
- Texas A&M University
- Parks & Greenways
- Natural Areas
- Redevelopment Areas

LEGEND

- Road
- Railroad
- Stream
- Lake
- Texas A&M University
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary

City of College Station
Home of Texas A&M University®

FREESE AND NICHOLS

Bryan

Texas A & M University

BRAZOS CO

WASHINGTON CO

GRIMES CO

0 2,500 5,000
SCALE IN FEET

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Updated: Monday, November 8, 2021

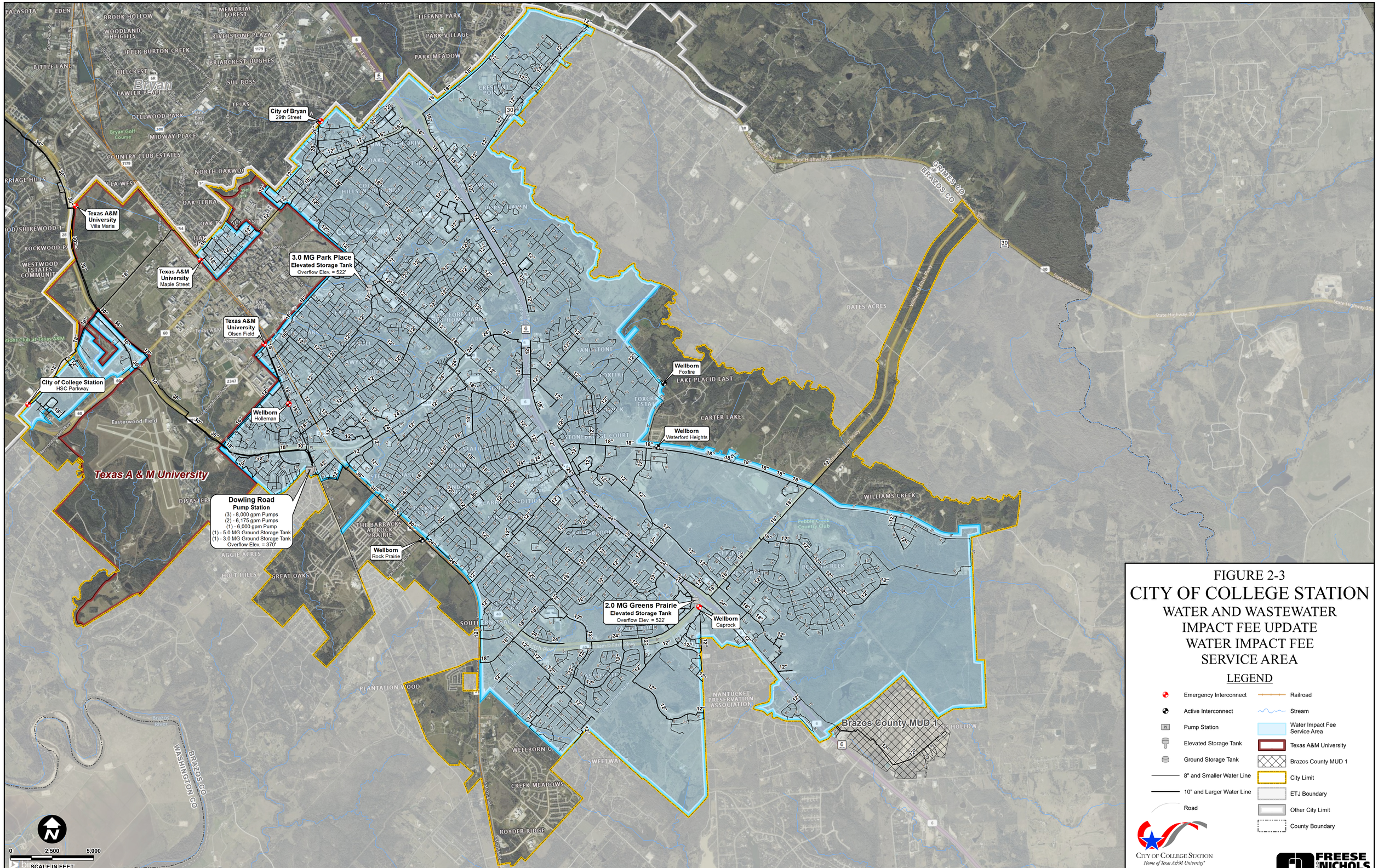

FIGURE 2-3
CITY OF COLLEGE STATION
WATER AND WASTEWATER
IMPACT FEE UPDATE
WATER IMPACT FEE
SERVICE AREA

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Job No. CCL14324
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Updated: Monday, November 8, 2021

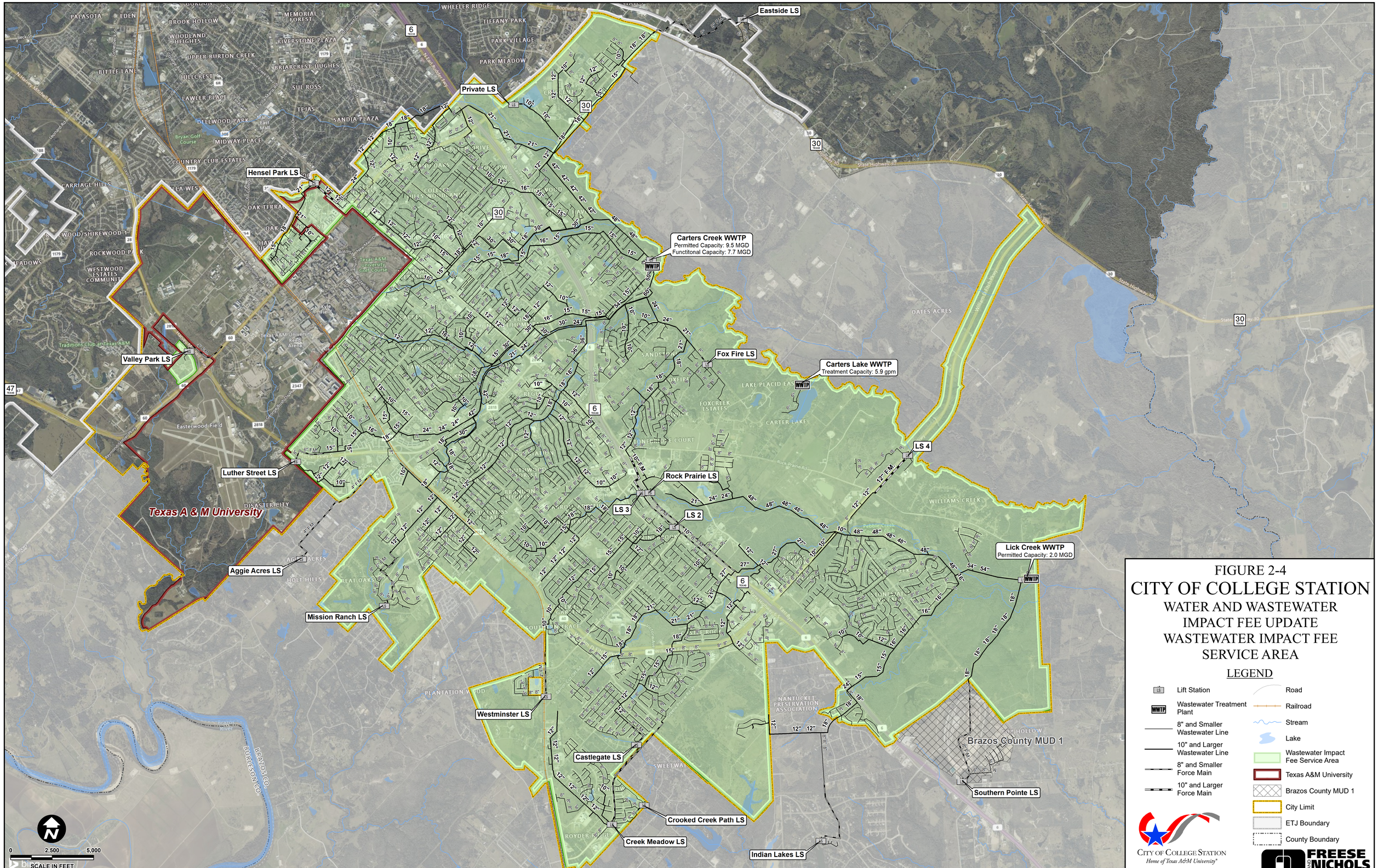

FIGURE 2-4
CITY OF COLLEGE STATION
WATER AND WASTEWATER IMPACT FEE UPDATE
WASTEWATER IMPACT FEE SERVICE AREA

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Updated: Monday, November 8, 2021
User: DBR12

CITY OF COLLEGE STATION

Exhibit 1

Service Areas

0 0.5 1 Miles

NORTH

Kimley»Horn

November 2021

A

B

C

D

TEXAS AVENUE S

BIRD POND ROAD

ROCK PRAIRIE ROAD

N GRAHAM ROAD

SH 6

Legend

City Limits

Service Areas

A

B

C

D

Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Water Impact Fees Capital Improvement Plan
Semi-Annual Impact Fee Report: April 2023 - September 2023

Project ID	Description of Project[1]	Project Cost	Project Status as of September 2023
A	High Service Pumping Improvements	$ 3,597,227	Complete
B	BioCorridor Water Line	$ 998,884	Complete
C	Area 2 Water Line Extension	$ 1,000,000	Complete
D	Cooling Tower Expansion	$ 3,795,667	Complete
E	Well No. 10 Land Acquisition	$ 1,048,633	Complete
F	Well No. 9 and Collection Line	$ 7,623,202	Complete
G	Midtown Drive 12-inch Water Line	$ 920,000	Complete
H	The Crossing at Lick Creek Phase 1 - 3 Oversize Participation	$ 45,233	Complete
I	Embassy Suites Water Line Oversize Participation	$ 15,030	Complete
J	Brazos Valley Auto Complex Oversize Participation	$ 84,791	Complete
K	Castlegate II Oversize Participation	$ 50,871	Complete
L	Greens Prairie Oversize Participation	$ 96,498	Complete
M	Summit Crossing Phase 3A Oversize Participation	$ 32,550	Complete
N	SH 6 Water Line Phase 1 and 2	$ 1,036,568	Complete
O	SH 6 Water Line Phase 3	$ 3,050,000	Complete
P	3.0 MG Elevated Storage Tank and Pressure Reducing Valves	$ 8,690,000	Complete
Q	SH 40 Water Line Phase 1 and 2	$ 4,200,000	In Design/Hold
R	2021 Impact Fee Study	$ 150,000	Complete
1	New and Replacement 12-inch Rock Prairie Road Water Line	$ 2,289,500	Future
2	New 18-Inch Midtown Business Center Water Line	$ 2,796,400	Design Complete/Hold
3	BioCorridor Water Line Improvements	$ 2,741,200	Future
4	Water Supply Well No. 10	$ 19,223,900	Future
5	Harvey Mitchel Parkway Water Line Replacement	$ 4,236,400	Future

[1]Oversize participation projects include only the portion of costs paid for by the City.

FIGURE 3-1
CITY OF COLLEGE STATION
WATER IMPACT FEE UPDATE
CAPITAL IMPROVEMENTS PLAN

D — Cooling Tower Expansion

E — Land Acquisition for Well No. 10

F — Well No. 9 and Collection Line

4 — New Groundwater Well No. 10

LEGEND

Impact Fee Eligible Project
- Water Line

Ongoing/Recently Completed Improvements
- Pressure Relief Valve
- Water Tank
- Water Line

Existing Water System
- Interconnect
- Elevated
- Ground
- Pump Station
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Road
- Railroad
- Stream
- Lake
- Water Impact Fee Service Area
- Brazos County MUD 1
- Texas A&M University
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary

FREESE AND NICHOLS

CITY OF COLLEGE STATION
Home of Texas A&M University®

The timing of projects shown is subject to change based on development patterns. The utility alignments shown in this figure are for illustration purposes only and do not set the alignments. The alignment of each utility will be determined at the time of the engineering design.

City of Bryan
29th Street

Texas A&M University
Villa Maria

Texas AM University
Maple Street

3.0 MG Park Place
Elevated Storage Tank
Overflow Elev. = 522'

Texas AM University
Olsen Field

City of College Station
HSC Parkway

Texas A & M University

Wellborn
Holleman

Wellborn
Foxfire

Wellborn
Waterford Heights

3.0 MG Rock Prairie
Elevated Storage Tank and PRVs

Wellborn
Rock Prairie

2.0 MG Greens Prairie
Elevated Storage Tank
Overflow Elev. = 522'

Wellborn
Caprock

Brazos County MUD 1

Dowling Road
Pump Station
(3) - 8,000 gpm Pumps
(2) - 6,175 gpm Pumps
(1) - 6,000 gpm Pump
(1) - 5.0 MG Ground Storage Tank
(1) - 3.0 MG Ground Storage Tank
Overflow Elev. = 370'
High Service Pumping Improvements

0 2,750 5,500
SCALE IN FEET

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Updated: Monday, November 8, 2021 11:12:56 AM
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Wastewater Impact Fees Capital Improvement Plan
Semi-Annual Impact Fee Report: April 2023 - September 2023

Project ID	Description of Project[(1)]	Project Cost	Project Status as of September 2023
A	Royder/Live Oak Sewer Service	$ 1,691,256	Complete
B	Bee Creek Interceptor Phase 1 and 2	$ 8,472,421	Complete
C	Lick Creek Trunk Line	$ 14,020,058	Complete
D	Medical District Trunk Line Phase 1 (Participation Agreement)	$ 1,770,375	Complete
E	Northeast Trunk Line Phase 1 and 2	$ 6,558,738	Complete
F	Southwood Valley Trunk Line Phase 1	$ 1,518,488	Complete
G	18-Inch Harvey Road Gravity Line	$ 188,790	Complete
H	Creek Meadows Lift Station Upsizing and Force Main	$ 212,587	Complete
I	Nagle Street Student Housing Oversize Participation	$ 26,854	Complete
J	Bee Creek Interceptor Phase 3	$ 3,900,000	Under Construction
K	Medical District Trunk Line Phase 2 and 3	$ 3,250,000	Phase 2: In Design; Phase 3: In Design
L	Northeast Trunk Line Phase 3 and 4	$ 13,861,000	Phase 3: In Design; Phase 4: In Design
M	Carters Creek Diversion Lift Station Phase 1	$ 13,900,000	Bidding
N	Lick Creek WWTP Phase 1 Expansion	$ 39,014,049	Complete
O	2021 Impact Fee Update	$ 174,150	Complete
1	15/18/24/30/36-inch Southwood Valley Interceptor Phase 2	$ 7,314,800	Programmed
2	18/21/24-Inch Bee Creek Trunk Line Phase 4	$ 5,357,800	Future
3	18/21-Inch Alum Creek Sewer Trunk Line	$ 11,136,600	Funded/Hold
4	8-Inch Creek Meadows Force Main Re-Routed to Alum Creek Trunk Line	$ 2,517,900	Future
5	Lick Creek WWTP Phase 2 Expansion (to 8.0 MGD)	$ 49,946,000	Future
6	21/24-Inch Harvey Road Replacement Gravity Line	$ 4,916,300	Future

[(1)]Oversize participation projects include only the portion of costs paid for by the City.

FIGURE 3-2
CITY OF COLLEGE STATION
WASTEWATER IMPACT FEE UPDATE
CAPITAL IMPROVEMENTS PLAN

LEGEND

Ongoing/Recently Completed Improvements
- Lift Station
- Wastewater Treatment Plant
- Gravity Main
- Force Main

Impact Fee Eligible Improvements
- Gravity Main
- Force Main

Existing Wastewater System
- Lift Station
- Wastewater Treatment Plant
- 8" and Smaller Wastewater Line
- 10" and Larger Wastewater Line
- Force Main
- Road
- Railroad
- Stream
- Lake
- Wastewater Impact Fee Service Area
- Brazos County MUD 1
- Texas A&M University
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary

FREESE AND NICHOLS

CITY OF COLLEGE STATION
Home of Texas A&M University®

The timing of projects shown is subject to change based on development patterns. The utility alignments shown in this figure are for illustration purposes only and do not set the alignments. The alignment of each utility will be determined at the time of the engineering design.

Bryan

Texas A & M University

Hensel Park LS
2.59 MGD Existing Firm Capacity
Decommission Lift Station and 12" Force Main

Private Lift Station

Eastside LS

Diversion Lift Station
New 6 MGD Lift Station

Carters Creek WWTP
Permitted Capacity: 9.5 MGD
Functional Capacity: 7.7 MGD

Valley Park LS

To A&M Wastewater System

Carters Lake WWTP

Fox Fire LS

Luther Street LS

Lift Station 3
Decommission Lift Station
Divert Flow to Lick Creek WWTP

Lift Station 4

Rock Prairie LS
Decommission Lift Station and 6-Inch Force Main

Lift Station 2
Decommission Lift Station and 8" Force Main

Aggie Acres LS

Mission Ranch LS

Lick Creek WWTP
Treatment Capacity: 2.0 MGD
Expansion to 5 MGD
Expansion to 8 MGD

Westminster LS

Castlegate LS

Crooked Creek Path LS

Creek Meadow LS
Expansion to 0.97 MGD
Decommission Existing 6-Inch Force Mains and Re-Route Flows

Indian Lakes LS

Brazos County MUD 1

Southern Pointe LS

GRIMES CO
BRAZOS CO
WASHINGTON CO

0 2,750 5,500
SCALE IN FEET

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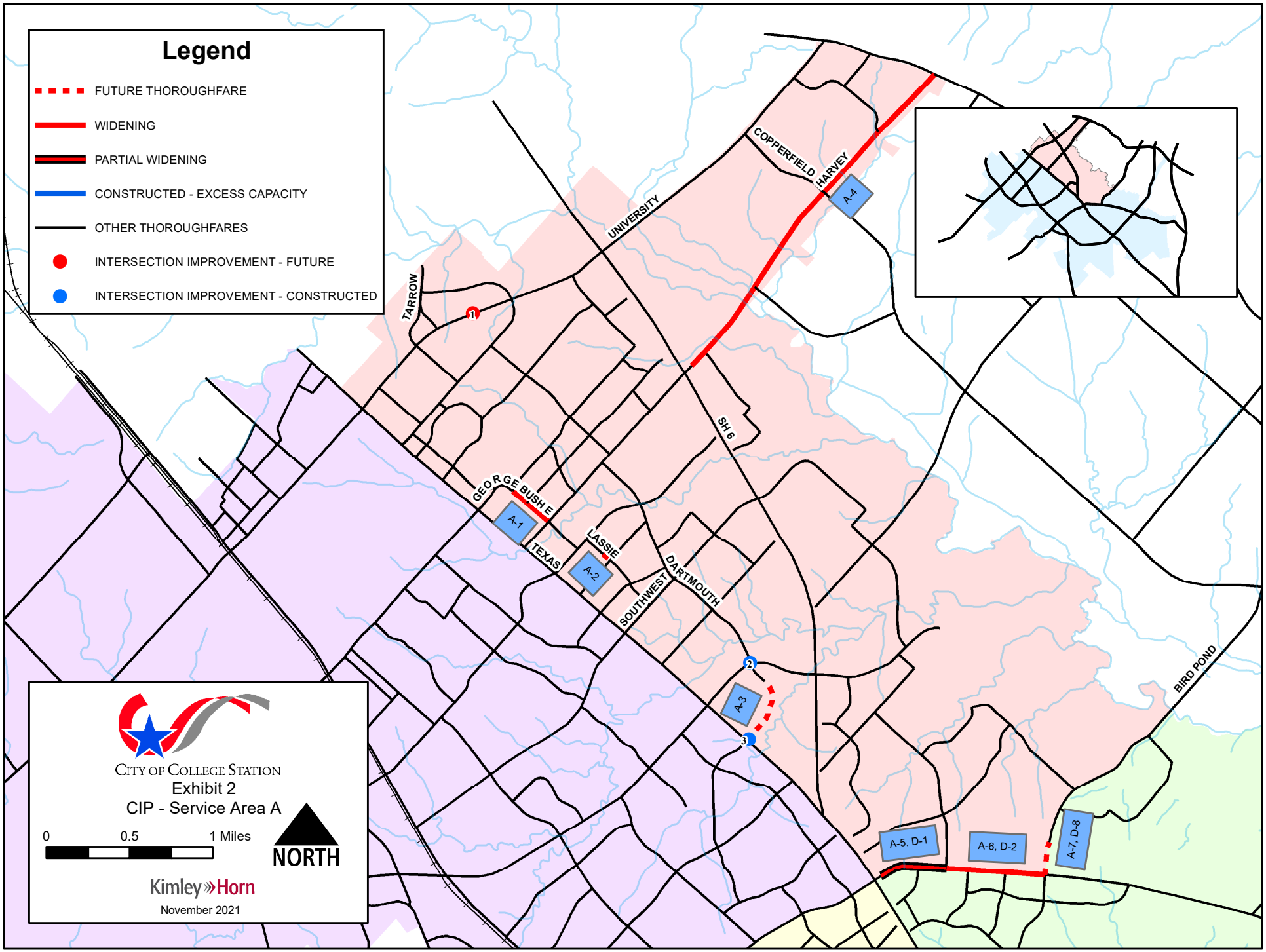
Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: April 2023 - September 2023

Service Area A

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of September 2023
			From	To			
A-1	4 lane Minor Arterial	George Bush Drive E	Dominik Drive	Harvey Road	Widening	$ 2,409,500	Future
A-2	2 lane Major Collector	Lassie Lane	Sterling Street	Manuel Drive	Future	$ 860,066	Future
A-3	2 lane Major Collector	Dartmouth Street	720' S of Harvey Mitchell Parkway S	Texas Avenue S	Future	$ 2,423,520	Future
A-4	4 lane Major Arterial - TxDOT	Harvey Road	SH 6 Northbound Frontage Road	Boonville Road	Widening	$ 2,509,696	Future
A-5, D-1	4 lane Major Arterial	Rock Prairie Road	SH 6 Northbound Frontage Road	Stonebrook Drive	Partial Widening	$ 2,164,000	Construction
A-6, D-2	4 lane Major Arterial	Rock Prairie Road	Stonebrook Drive	Town Lake Drive	Widening	$ 5,136,000	Construction
A-7, D-8	4 lane Major Arterial	Bird Pond Road	Rock Prairie Road	1,055' E of Rock Prairie Road	Future	$ 1,758,000	Future
Intersections							
1	University Drive E and University Towne Center					$ 400,000	Future
2	Harvey Mitchell Parkway S and Dartmouth Street					$ 301,515	Complete
3	Texas Avenue S and Brothers Boulevard					$ 397,476	Complete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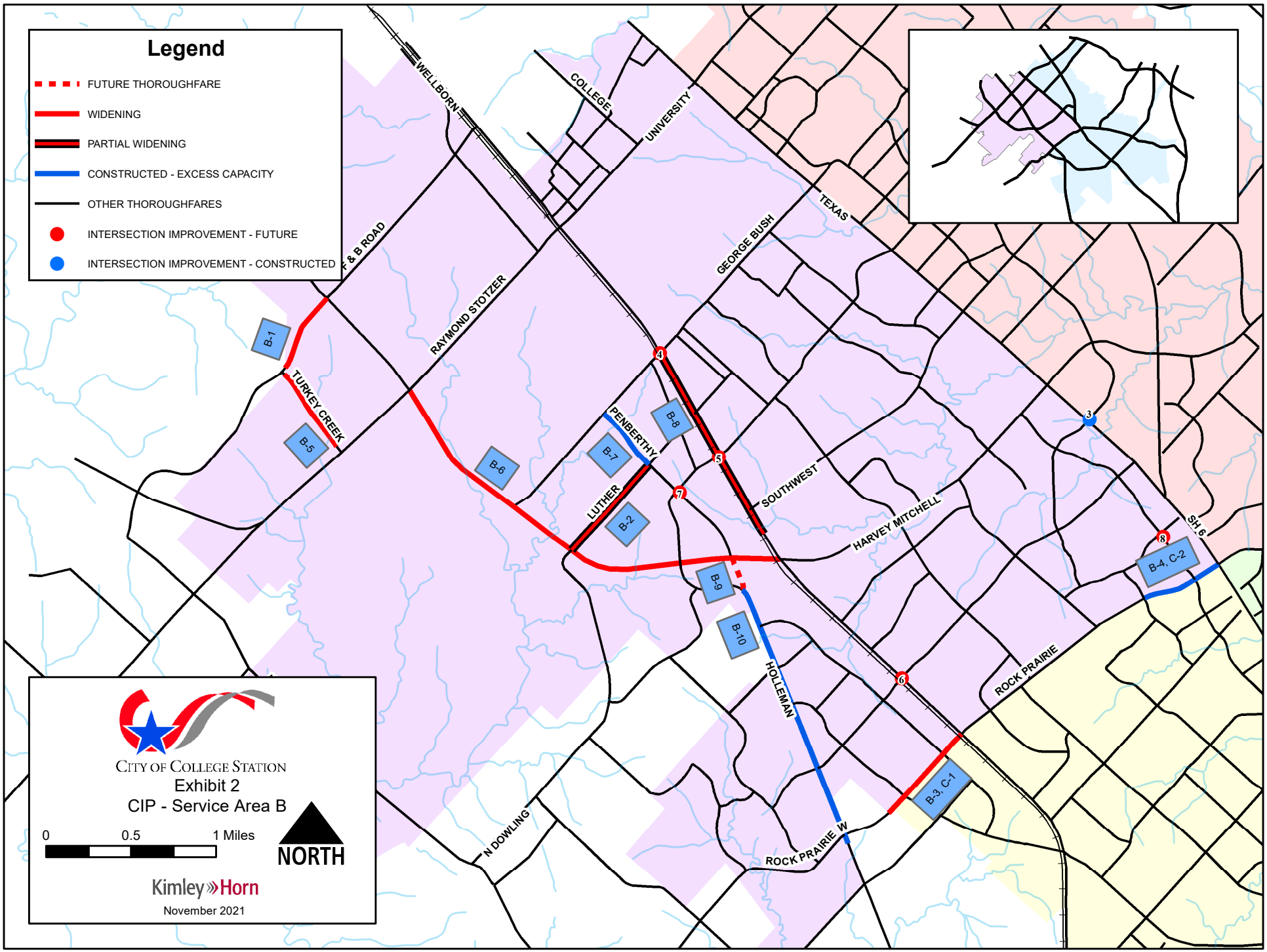
FUTURE THOROUGHFARE
WIDENING
PARTIAL WIDENING
CONSTRUCTED - EXCESS CAPACITY
OTHER THOROUGHFARES
INTERSECTION IMPROVEMENT - FUTURE
INTERSECTION IMPROVEMENT - CONSTRUCTED
TARROW
UNIVERSITY
COPPERFIELD
HARVEY
A-4
SH 6
GEORGE BUSH E
A-1
TEXAS
LASSIE
A-2
SOUTHWEST
DARTMOUTH
A-3
BIRD POND
A-5, D-1
A-6, D-2
A-7, D-8
1
2
3
CITY OF COLLEGE STATION
Exhibit 2
CIP - Service Area A
0
0.5
1 Miles
NORTH
Kimley»Horn
November 2021

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: April 2023 - September 2023

Service Area B

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of September 2023
			From	To			
B-1	4 lane Minor Arterial	F & B Road	160' E of Turkey Creek Road	Harvey Mitchell Parkway S	Widening	$ 4,106,520	Future
B-2	4 lane Minor Arterial (1/2)	Luther Street W	Harvey Mitchell Parkway	Jones Butler Road	Partial Widening	$ 2,903,600	Future
B-3, C-1	4 lane Minor Arterial	Rock Prairie Road W	715' W of Towers Parkway	Wellborn Road	Widening	$ 4,659,868	Under Construction
B-4, C-2	6 lane Major Arterial	Rock Prairie Road	Normand Drive	SH 6	Constructed	$ 4,017,530	Complete
B-5	2 lane Major Collector	Turkey Creek Road	2,775' N of Raymond Stotzer Parkway Westbound Frontage Road	Raymond Stotzer Parkway Westbound Frontage Road	Widening	$ 3,278,140	Future
B-6	6 lane Major Arterial - TxDOT	Harvey Mitchell Parkway S	Raymond Stotzer Parkway	Wellborn Road	Widening	$ 1,407,527	Under Construction
B-7	4 lane Minor Arterial	Penberthy Road	George Bush Drive	Luther Street W	Constructed	$ 3,080,683	Complete
B-8	6 lane Major Arterial - TxDOT	Wellborn Road	George Bush Drive	940' N of Harvey Mitchell Parkway S	Partial Widening	$ 1,486,464	Future
B-9	2 lane Major Collector	Jones Butler Road	Harvey Mitchell Parkway S	Holleman Drive S	Future	$ 9,652,780	In Design
B-10	4 lane Minor Arterial	Holleman Drive S	N Dowling Road	290' S of Rock Prairie Road W	Constructed	$ 10,631,067	Complete
Intersections							
3	Texas Avenue S and Brothers Boulevard					$ 397,476	Complete
4	Wellborn Road and George Bush Drive					$ 1,190,232	In Design
5	Welborn Road and Holleman Drive					$ 644,445	Complete
6	Wellborn Road and Deacon Drive					$ 4,532,013	Under Construction
7	Holleman Drive W and Jones Butler Road					$ 572,000	In Design
8	Longmire Drive and Ponderosa Drive					$ 350,000	Future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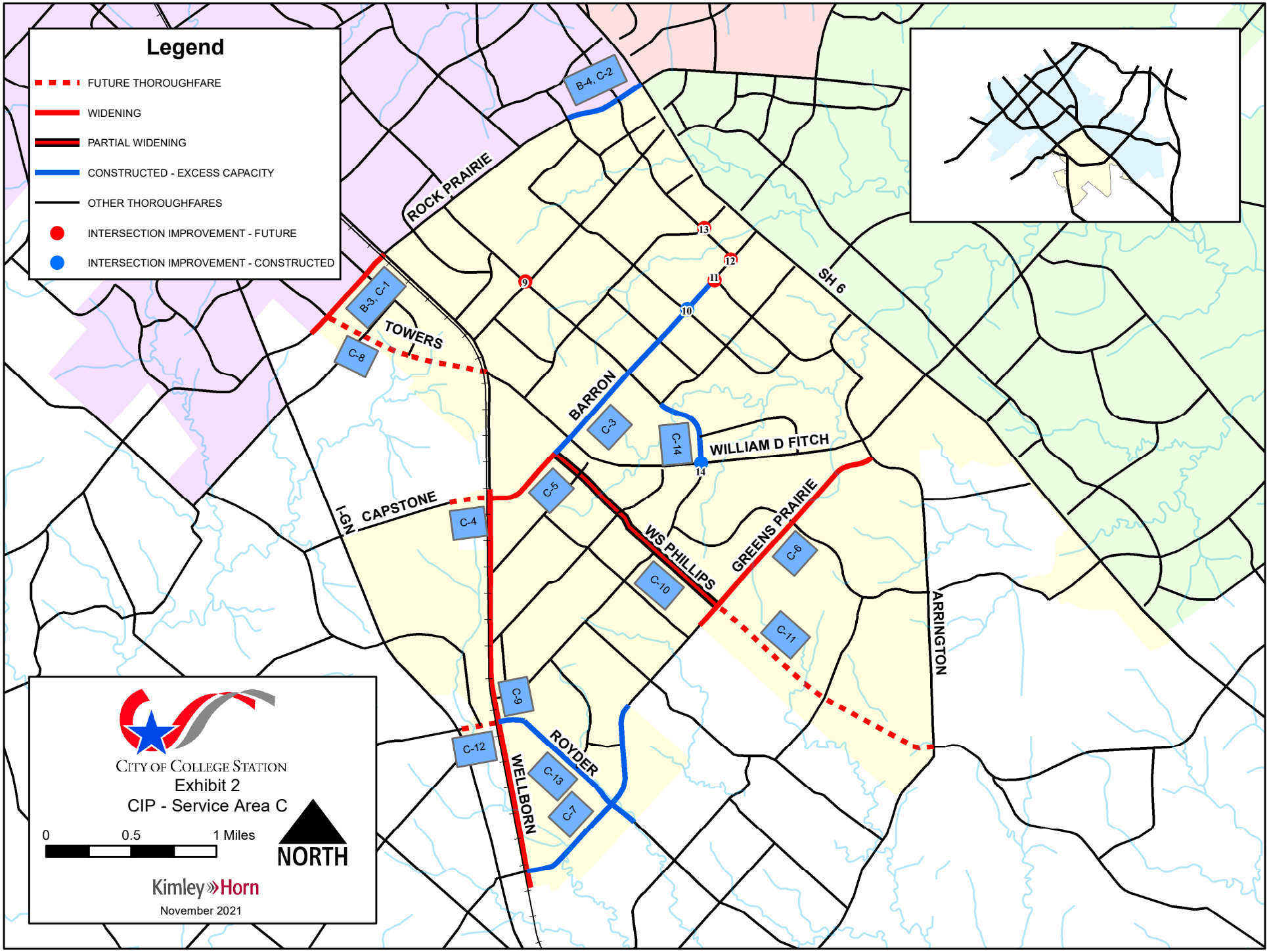
FUTURE THOROUGHFARE
WIDENING
PARTIAL WIDENING
CONSTRUCTED - EXCESS CAPACITY
OTHER THOROUGHFARES
INTERSECTION IMPROVEMENT - FUTURE
INTERSECTION IMPROVEMENT - CONSTRUCTED
WELLBORN
COLLEGE
UNIVERSITY
TEXAS
GEORGE BUSH
F & B ROAD
RAYMOND STOTZER
TURKEY CREEK
PENBERTHY
LUTHER
SOUTHWEST
HARVEY MITCHELL
SH 6
HOLLEMAN
ROCK PRAIRIE
ROCK PRAIRIE W
N DOWLING
B-1
B-2
B-3, C-1
B-4, C-2
B-5
B-6
B-7
B-8
B-9
B-10
3
4
5
6
7
8
CITY OF COLLEGE STATION
Exhibit 2
CIP - Service Area B
0
0.5
1 Miles
NORTH
Kimley»Horn
November 2021

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: April 2023 - September 2023

Service Area C

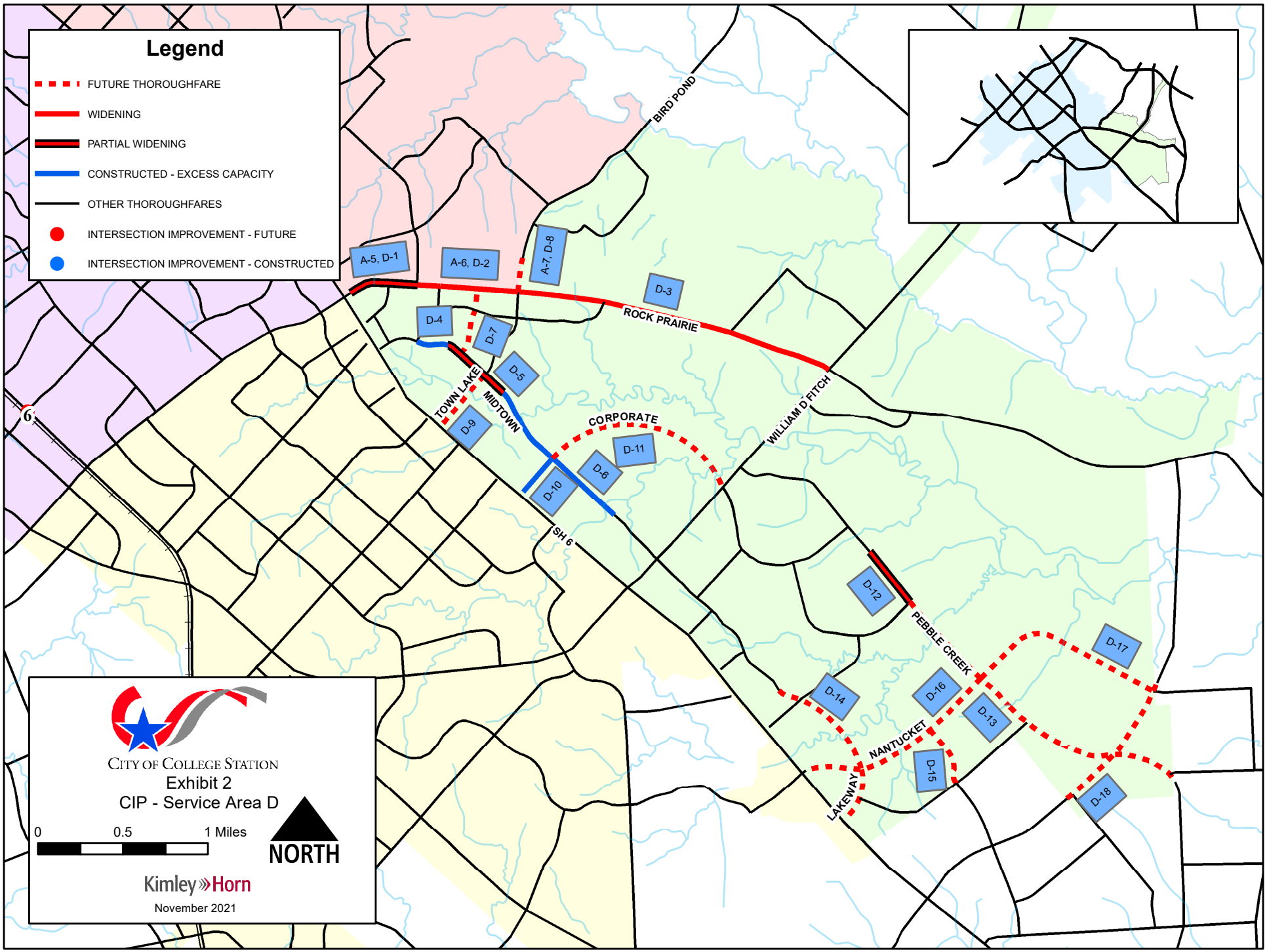
Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of September 2023
			From	To			
B-3, C-1	4 lane Minor Arterial	Rock Prairie Road W	715' W of Towers Parkway	Wellborn Road	Widening	$ 4,659,868	Under Construction
B-4, C-2	6 lane Major Arterial	Rock Prairie Road	Normand Drive	SH 6	Constructed	$ 4,017,530	Complete
C-3	4 lane Minor Arterial	Barron Road	WS Phillips Parkway	Decatur Drive	Constructed	$ 5,795,317	Complete
C-4	4 lane Minor Arterial	Capstone Drive	1265' W of Wellborn Road	Wellborn Road	Future	$ 2,765,575	In Design
C-5	4 lane Minor Arterial	Barron Road	Wellborn Road	WS Phillips Parkway	Widening	$ 4,712,977	In Design
C-6	4 lane Minor Arterial	Greens Prairie Road	820' W OF WS Phillips Parkway	Arrington Road	Widening	$ 10,550,324	Under Construction
C-7	4 lane Minor Arterial	Greens Prairie Road	Wellborn Road	1290' E of Creek Meadow Boulevard N	Constructed	$ 8,918,795	Complete
C-8	4 lane Major Arterial	Towers Parkway	Rock Prairie Road W	Wellborn Road	Constructed	$ 10,030,680	Future
C-9	4 lane Major Arterial - TxDOT	Wellborn Road	Capstone Drive	540' S of Greens Prairie Road	Widening	$ 2,407,328	In Design
C-10	4 lane Minor Arterial (1/2)	WS Phillips Parkway	Barron Road	Greens Prairie Road	Partial Widening	$ 5,844,160	Programmed
C-11	4 lane Minor Arterial (50%)	WS Phillips Parkway	Greens Prairie Road	Arrington Road	Future	$ 7,311,480	Future
C-12	4 lane Minor Arterial (50%)	Royder Road Extension	I-GN Road	Wellborn Road	Future	$ 3,360,000	Programmed
C-13	4 lane Minor Arterial	Royder Road	Wellborn Road	885' S of Greens Prairie Road	Constructed	$ 7,690,299	Complete
C-14	2 lane Major Collector	Victoria Avenue	Southern Plantation Drive	William D. Fitch Parkway	Constructed	$ 1,973,927	Complete
Intersections							
9	Graham Road and Victoria Avenue					$ 350,000	Future
10	Barron Road and Alexandria Avenue					$ 320,994	Complete
11	Barron Road and Decatur Drive					$ 350,000	Future
12	Barron Road and Longmire Drive					$ 350,000	Future
13	Longimre Drive and Eagle Avenue					$ 350,000	Future
14	William D. Fitch Parkway and Victoria Avenue					$ 816,249	Complete


Legend
FUTURE THOROUGHFARE
WIDENING
PARTIAL WIDENING
CONSTRUCTED - EXCESS CAPACITY
OTHER THOROUGHFARES
INTERSECTION IMPROVEMENT - FUTURE
INTERSECTION IMPROVEMENT - CONSTRUCTED
B-4, C-2
ROCK PRAIRIE
B-3, C-1
C-8
TOWERS
SH 6
BARRON
C-3
C-14
WILLIAM D FITCH
C-5
C-4
I-GN
CAPSTONE
WS PHILLIPS
GREENS PRAIRIE
C-6
C-10
C-11
ARRINGTON
C-9
C-12
WELLBORN
ROYDER
C-13
C-7
9
10
11
12
13
14
CITY OF COLLEGE STATION
Exhibit 2
CIP - Service Area C
0
0.5
1 Miles
NORTH
Kimley»Horn
November 2021

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: April 2023 - September 2023

Service Area D

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of September 2023
			From	To			
A-5, D-1	4 lane Major Arterial (1/2)	Rock Prairie Road	SH 6 Northbound Frontage Road	Stonebrook Drive	Partial Widening	$ 2,164,000	Construction
A-6, D-2	4 lane Major Arterial	Rock Prairie Road	Stonebrook Drive	Town Lake Drive	Widening	$ 5,136,000	Construction
D-3	4 lane Major Arterial	Rock Prairie Road	Town Lake Drive	William D. Fitch Parkway	Widening	$ 17,245,000	In Design
D-4	4 lane Minor Arterial	Midtown Drive	Medical Avenue	990' E of Medical Avenue	Constructed	$ 1,028,820	Complete
D-5	4 lane Minor Arterial (1/2)	Midtown Drive	990' E of Medical Avenue	800' S of Town Lake Drive	Partial Widening	$ 4,535,000	Future
D-6	2 lane Major Collector	Midtown Drive	800' S of Town Lake Drive	2605' S of Corporate Parkway	Constructed	$ 5,374,808	Complete
D-7	2 lane Major Collector	Durham Drive	Midtown Drive	Rock Prairie Road	Future	$ 981,960	Future
A-7, D-8	4 lane Major Arterial	Bird Pond Road	Rock Prairie Road	1055' E of Rock Prairie Road	Future	$ 1,758,000	Future
D-9	4 lane Minor Arterial (50%)	Town Lake Drive	SH 6 Northbound Frontage Road	Midtown Drive	Future	$ 1,753,000	Partial
D-10	2 lane Major Collector	Corporate Parkway	SH 6 Northbound Frontage Road	Midtown Drive	Constructed	$ 1,436,192	Complete
D-11	2 lane Major Collector	Corporate Parkway	Midtown Drive	William D. Fitch Parkway	Future	$ 9,894,000	Future
D-12	4 lane Minor Arterial (1/2)	Pebble Creek Parkway	Royal Adelade Drive	St Andrews Drive	Partial Widening	$ 2,137,000	Future
D-13	4 lane Minor Arterial (50%)	Pebble Creek Parkway	St Andrews Drive	275' S of Lone Star Lane	Future	$ 9,181,000	Future
D-14	2 lane Major Collector	Lakeway Drive	1645' S of Gateway Boulevard	SH 6 Northbound Frontage Road	Future	$ 2,635,080	Future
D-15	2 lane Major Collector	Mather Parkway	Nantucket Drive	1920' S of Nantucket Drive	Future	$ 882,000	Future
D-16	4 lane Minor Arterial (50%)	Nantucket Drive	SH 6 Northbound Frontage Road	Pebble Creek Parkway	Future	$ 5,877,000	Future
D-17	2 lane Major Collector	Nantucket Drive	Pebble Creek Parkway	Southern Pointe Parkway	Future	$ 3,083,220	Future
D-18	4 lane Minor Arterial (50%)	Southern Pointe Parkway	205' W of Pipeline Road	280' E of Nantucket Drive	Future	$ 3,902,000	Future


Legend
FUTURE THOROUGHFARE
WIDENING
PARTIAL WIDENING
CONSTRUCTED - EXCESS CAPACITY
OTHER THOROUGHFARES
INTERSECTION IMPROVEMENT - FUTURE
INTERSECTION IMPROVEMENT - CONSTRUCTED
A-5, D-1
A-6, D-2
A-7, D-8
D-3
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D-18
BIRD POND
ROCK PRAIRIE
TOWN LAKE
MIDTOWN
CORPORATE
WILLIAM D FITCH
SH 6
PEBBLE CREEK
NANTUCKET
LAKEWAY
6
CITY OF COLLEGE STATION
Exhibit 2
CIP - Service Area D
0
0.5
1 Miles
NORTH
Kimley»Horn
November 2021

December 11, 2023
Item No. 8.14.
Eisenhower Street Parking Removal

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 “Traffic and Vehicles,” Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time" of the Code of Ordinances of the City of College Station, Texas, by removing parking on the west side of Eisenhower Street from University Drive to Ash Street.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approval of the ordinance.

Summary: The proposed ordinance removes parking on the west side of Eisenhower Street from University Drive to Ash Street. A citizen safety concern was raised regarding parking on both sides of Eisenhower Street. Per city design guidelines, given the street width of 27’ a parking prohibition on one side of the street is recommended to accommodate emergency vehicle access. A public meeting was held at City Hall on October 25, 2023. One resident attended, and only one response was received via comment card from the nearby area of residents. The one response was in favor of removing parking along the west side of Eisenhower Street from University Drive to Ash Street.

Budget & Financial Summary: The installation of the “NO PARKING” signs is accounted for in the Public Works Traffic Signs and Markings Operations budget.

Attachments:
1. Ordinance Eisenhower Street
2. Exhibit Eisenhower Street

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES," ARTICLE VI "TRAFFIC SCHEDULES," SECTION 38-1014 "TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING AT ANY TIME," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY REMOVING PARKING ON THE WEST SIDE OF EISENHOWER STREET FROM UNIVERSITY DRIVE TO ASH STREET, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar ($1.00) and not more than two thousand dollars ($2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

Exhibit A

That Chapter 38, "Traffic and Vehicles," Article VI. "Traffic Schedules", Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," is hereby amended to include the following:

Traveling on	***Between***	***Travel Direction***	
Eisenhower Street	University Drive and Ash Street	South	No parking from here to corner.
Eisenhower Street	University Drive and Ash Street	South	No parking anytime

LIMITS OF EISENHOWER ST PARKING REMOVAL
FROM UNIVERSITY DR TO ASH ST

December 11, 2023
Item No. 8.15.
Halter Loop Parking Removal

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 “Traffic and Vehicles,” Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking on the north side of Halter Loop from Horseback Drive to Canter Court.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approval of the ordinance.

Summary: The proposed ordinance removes parking on the north side of Halter Loop. A citizen safety concern was raised about parking on both sides of Halter Loop entering the subdivision from Horseback Drive to Canter Court. Per city design guidelines, given the street width of 27’ a parking prohibition on one side of the street is recommended to accommodate emergency vehicle access. A public meeting was held at City Hall on October 25, 2023. No residents attended, and only one response was received via phone call from the nearby area. The one response was in favor of removing parking along the north side of Halter Loop from Horseback Drive to Canter Court.

Budget & Financial Summary: The installation of the “NO PARKING” signs is accounted for in the Public Works Traffic Signs and Markings operations budget.

Attachments:
1. Ordinance Halter Loop
2. Exhibit Halter Loop

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES," ARTICLE VI "TRAFFIC SCHEDULES," SECTION 38-1014 "TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING AT ANY TIME," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY REMOVING PARKING ON HALTER LOOP FROM HORSEBACK DRIVE TO CANTER COURT, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar ($1.00) and not more than two thousand dollars ($2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

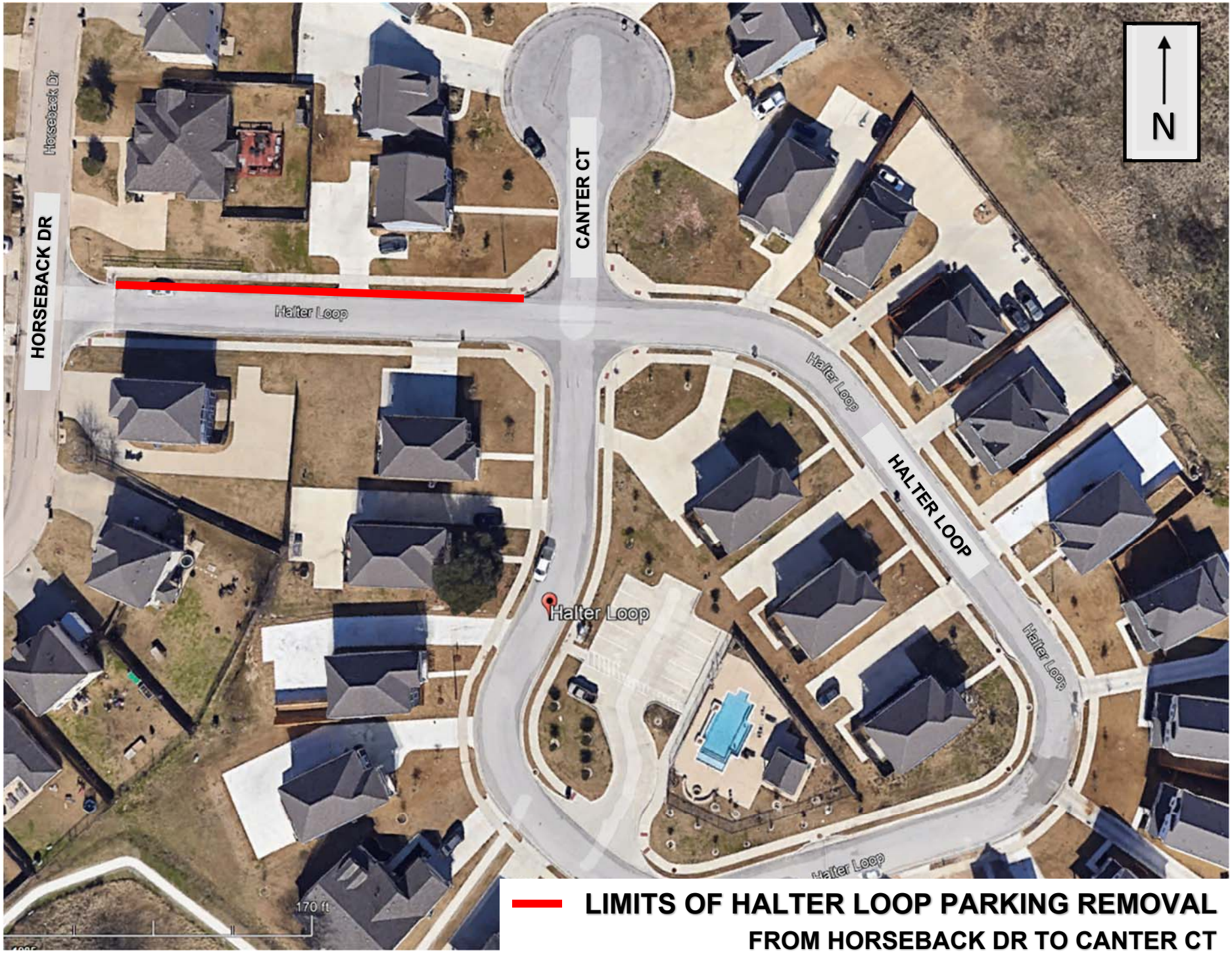
APPROVED:

_____
City Attorney

Exhibit A

That Chapter 38, "Traffic and Vehicles," Article VI. "Traffic Schedules", Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," is hereby amended to include the following:

Traveling on	***Between***	***Travel Direction***	
Halter Loop	Horseback Drive and Canter Court	East	No parking from here to corner.
Halter Loop	Horseback Drive and Canter Court	East	No parking anytime



LIMITS OF HALTER LOOP PARKING REMOVAL
FROM HORSEBACK DR TO CANTER CT

December 11, 2023
Item No. 8.16.
Gilchrist Avenue Left Turn Prohibition

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 “Traffic and Vehicles,” Article VI, "Traffic Schedules," Section 38-1008 "Traffic Schedule VIII, No Right Turn and No Left Turn," of the Code of Ordinances of the City of College Station, Texas, to prohibit left turns for vehicles traveling eastbound on Gilchrist Avenue onto Williams Street and repealing ordinance 2015-3667.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): Staff recommends approval of the proposed ordinance and repealing ordinance 2015-3667.

Summary: The proposed ordinance would prohibit left turns for vehicles traveling eastbound on Gilchrist Avenue onto Williams Street, which is the drop-off and pick-up line for College Hills Elementary School. The prohibition would be on school days between 7:00 a.m. and 9:00 a.m. and 2:30 p.m. and 4:30 p.m.

College Hills Elementary temporarily changed the location of their drop-off and pick-up line during the rehabilitation of Francis Drive. When the project was completed, school administrators felt the new location accommodated a safer drop-off and pick-up and requested that the city switch the "No Left Turns" sign from Francis Drive to Gilchrist Avenue. A meeting was held at College Hills Elementary with the principal, College Station Independent School District staff and city staff to discuss the change. Although the vehicle queue would back up along westbound Gilchrist Avenue during drop-off (morning) and pick-up (afternoon) times, this ordinance would prevent a queue forming in the eastbound direction. Observations of drop-off and pick-up currently show that the westbound queue clears quickly and impact is minimal. After discussion, it was decided that the safety improvement of the drop-off and pick-up procedures outweighed the impact of the queuing onto Gilchrist and staff recommends the change. Staff also confirmed that the change does not interfere with emergency response.

Action on this item also repeals Ordinance 2015-3667, which is the prohibition of left turns on Francis Drive at the College Hills driveway between 7:00 a.m. and 9:00 a.m. and 2:30 p.m. and 4:30 p.m.

The "No Left Turn" sign that is currently located on Francis Drive will be relocated to Gilchrist Avenue.

Budget & Financial Summary: The relocation of the "No Left Turn" sign is accounted for in the Public Works Traffic Signs and Markings operations budget.

Attachments:

1. Ordinance Gilchrist No Left
2. Exhibit Gilchrist No Left
3. 2015-3667 - Ordinance - 07_09_2015

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38 "TRAFFIC AND VEHICLES," ARTICLE VI, "TRAFFIC SCHEDULES," SECTION 38-1008 "TRAFFIC SCHEDULE VIII, NO RIGHT TURN AND NO LEFT TURN SIGNS," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING THE INTERSECTION OF GILCHRIST AVENUE AND WILLIAMS STREET; BY AMENDING CERTAIN SECTIONS AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 38 "Traffic and Vehicles," Article VI, "Traffic Schedules," Section 38-1008 "Traffic Schedule VIII, No Right Turn and No Left Turn Signs" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: Ordinance No. 2015-3667 is hereby repealed.

PART 3: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 4: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 5: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

That Chapter 38 "Traffic and Vehicles," Article VI, "Traffic Schedules," Section 38-1008 "Traffic Schedule VIII, No Right Turn and No Left Turn Signs" is hereby amended to include the following entry:

Street	*Intersecting Street*	*Travel Direction*	*No Lt. Turn*	*No Rt. Turn*
Gilchrist Avenue	Williams Street	east	√[1]	
[1]On school days from 7:00 a.m. until 9:00 a.m. and on school days from 2:30 p.m. until 4:30 p.m.				

No-Left Turn sign at
Gilchrist Avenue and Williams Street

ORDINANCE NO. 2015-3667

AN ORDINANCE AMENDING CHAPTER 10, "TRAFFIC CODE", SECTION 2 "TRAFFIC CONTROL DEVICES", K "INTERSECTIONS CONTROLLED BY NO RIGHT TURN OR NO LEFT TURN SIGNS", TRAFFIC SCHEDULE VIII – "NO RIGHT TURN AND NO LEFT TURN", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AS SET OUT BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", K "Intersections Controlled by No Right Turns or Left Turn Signs", Traffic Schedule VIII – "No Right Turn and No Left Turn" of the Code of Ordinances of the City of College Station, Texas, be amended by amending as set out in **Exhibit "A"**, attached hereto and made a part of this ordinance for all purposes.

PART 2: That if any provisions of any section of this ordinance shall be held to be void or unconstitutional, such holding shall in no way effect the validity of the remaining provisions or sections of this ordinance, which shall remain in full force and effect.

PART 3: That any person, firm, or corporation violating any of the provisions of this chapter shall be deemed liable for a civil offense and, upon a finding of liability thereof, shall be punished by a civil penalty of not less than One Dollar ($1.00) nor more than Five Hundred Dollars ($500.00). Said Ordinance becomes effective ten (10) days after date of passage by the City Council, as provided by Section 35 of the Charter of the City of College Station.

PASSED, ADOPTED and APPROVED this 9th **day of** July**, 2015.**

APPROVED:

Nancy L Berry
Mayor

ATTEST:

Sherry Mashburn
City Secretary

APPROVED:

Adm C Falco
City Attorney

EXHIBIT "A"

That Chapter 10, "Traffic Code", Section 2 "Traffic Control Devices", K "Intersections Controlled by No Right Turn or No Left Turn Signs", Traffic Schedule VIII – "No Right Turn and No Left Turn" is amended to include the following:

1. **Francis Drive**

    a. No Left-Turns on school days from 7:00 am until 9:00 am on southbound Francis Drive into the College Hills Elementary Driveway.

    b. No Left-Turn on school days from 2:30 pm until 4:30 pm on southbound Francis Drive into the College Hills Elementary Driveway.

December 11, 2023
Item No. 8.17.
Resolution to accept State of Texas Homeland Security Grant

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution accepting a $97,135 grant from the Office of the Governor for Active Attack Integrated Response Training and designating the Fire Chief as the authorized official to execute documents necessary for the release of grant funds.

Relationship to Strategic Goals:

1. Good Governance
2. Core Services

Recommendation(s): Staff recommends approval of the resolution.

Summary: The City of College Station Fire Department has applied for and received two separate grant awards, one federal and one state, to enable the department to train personnel for active attack through the Active Attack Integrated Response program. This State of Texas Homeland Security Grant award for $97,135 will provide the equipment cache to train first responders in the Brazos Valley region along with Train-the-trainer instructor training for a cadre of certified instructional staff.

Budget & Financial Summary: None

Attachments:
1. Resolution

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS AUTHORIZING THE FIRE CHIEF TO EXECUTE THE APPLICATION AND ANY DOCUMENTS NECESSARY TO RECEIVE GRANT FUNDING THROUGH THE HOMELAND SECURITY GRANT PROGRAM OF THE OFFICE OF THE GOVERNOR FOR ACTIVE ATTACK INTEGRATED RESPONSE TRAINING.

WHEREAS, the City of College Station finds it in the best interest of the citizens of the City of College Station and the Brazos Valley, that the Active Attack Integrated Response Training Project be initiated in 2024; and

WHEREAS, The Brazos Valley Council of Governments Homeland Security Advisory Committee selected and approved this Homeland Security Grant Program request and application; and

WHEREAS, the project is fully funded and the City of College Station is not responsible to the Office of the Governor for matching funds for the said project; and

WHEREAS, the City of College Station agrees that in the event of loss or misuse of the Office of the Governor funds, the City of College Station assures that the funds will be returned to the Office of the Governor in full; and

WHEREAS, the City of College Station designates the Fire Chief as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter, or terminate the grant on behalf of the City of College Station.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council has approves of the use of grant funds for the Active Attack Integrated Response Training Project from the Office of the Governor, **Grant Number 4729401**.

PART 2: That the City Council hereby authorizes the Fire Chief as the authorized official to execute documents necessary for the submission of the Homeland Security Grant Program application with, for Homeland Security Grant funds to the Office of the Governor on behalf of the City of College Station and to act on its behalf with respect to any issues that may arise during processing of said application.

PART 3: That the City of College Station agrees in the event of loss or misuse of funds, the City of College Station assures the funds will be returned in full.

PART 4: That this resolution take effect immediately from and after its passage.

ADOPTED this 11th Day of December, 2023.

ATTEST:

_____
City Secretary

APPROVED:

_____
City Attorney

APPROVED:

_____
Mayor

December 11, 2023
Item No. 8.18.
Flood Ordinance Amendment for Replacement Manufactured Homes in FEMA Special Flood Hazard Areas

Sponsor: Erika Bridges

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 105, "Floods," Article 2, "Flood Hazard Protection," Division 3, "Flood Hazard Reduction," Section 105-84, "Special Provisions for Manufactured Homes in Areas of Special Flood Hazard," Part 3 of the Code of Ordinances of the City of College Station, Texas.

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Staff recommends approval.

Summary: This request is to update the flood ordinance language with regard to special provisions for manufactured homes in FEMA Special Hazard Areas. Specifically, this will clarify that minimum elevation, drainage, access, and piling requirements in the ordinance shall also apply to manufactured homes being replaced in an existing manufactured home development.

Budget & Financial Summary: N/A

Attachments:
1. Ordinance
2. Flood Ordinance Amendments

ORDINANCE NO. 2023-000006

AN ORDINANCE AMENDING CHAPTER 105, "FLOODS," ARTICLE II, "FLOOD HAZARD PROTECTION," DIVISION 3 "FLOOD HAZARD REDUCTION," SECTION 105-84(3), OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO SPECIAL PROVISIONS FOR MANUFACTURED HOMES IN AREAS OF SPECIAL FLOOD HAZARD; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That Chapter 105, "Floods," Article II, "Flood Hazard Protection," Division 3, "Flood Hazard Reduction," Section 105-84(3) of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 11th day of December, 2023.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A

That Chapter 105, "Floods," Article II, "Flood Hazard Protection," Division 3 "Flood Hazard Reduction," Section 105-84(3) of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

(3) For new manufactured home developments; expansions to existing manufactured home developments or replacements of manufactured homes in existing manufactured home developments; existing manufactured home developments where repair, reconstruction, or improvement of the streets, utilities, or building pads exceeds half of the value of the streets, utilities, and building pads before such repair, reconstruction or improvement; and for manufactured homes not placed in a manufactured home development, a registered professional engineer or land surveyor shall certify that the following applicable standards have been satisfied in a manner approved by the Administrator and shall bear the dated seal and signature of such registered professional engineer or land surveyor:

a. That stands or lots shall be elevated on compacted fill or on pilings such that the lowest floor of the manufactured home will be one foot above the base flood elevation and the elevation of the center of the stand shall be no more than one foot below the base flood elevation;

b. Adequate surface drainage and access for a hauler shall be provided;

c. If a manufactured home is elevated on pilings:

1. Lots shall be large enough to permit steps;
2. Piling foundations shall be placed in stable soil no more than ten feet apart;
3. Reinforcement shall be provided for pilings more than six feet above the existing or finished ground level.

(3) For new manufactured home developments; expansions to existing manufactured home developments or replacements of manufactured homes in existing manufactured home developments; existing manufactured home developments where repair, reconstruction, or improvement of the streets, utilities, or building pads exceeds half of the value of the streets, utilities, and building pads before such repair, reconstruction or improvement; and for manufactured homes not placed in a manufactured home development, a registered professional engineer or land surveyor shall certify that the following applicable standards have been satisfied in a manner approved by the Administrator and shall bear the dated seal and signature of such registered professional engineer or land surveyor:

a. That stands or lots shall be elevated on compacted fill or on pilings such that the lowest floor of the manufactured home will be one foot above the base flood elevation and the elevation of the center of the stand shall be no more than one foot below the base flood elevation;

b. Adequate surface drainage and access for a hauler shall be provided;

c. If a manufactured home is elevated on pilings:

1. Lots shall be large enough to permit steps;

2. Piling foundations shall be placed in stable soil no more than ten feet apart;

3. Reinforcement shall be provided for pilings more than six feet above the existing or finished ground level.

December 11, 2023
Item No. 9.1.
Southeast Park and Future Ballfields Update

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding Southeast Park and Future Ballfields Update.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): n/a

Summary: Presentation and update regarding the Southeast Park and future ballfields.

Budget & Financial Summary: n/a

Attachments:
None

December 11, 2023
Item No. 9.2.
Victoria Avenue Roundabouts

Sponsor: Emily Fisher, Director of Public Works, Jennifer Cain, Director Capital Projects, Randell Smith, Sr. Engineer

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the Victoria Avenue Roundabouts project.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility

Recommendation(s): n/a

Summary: n/a

Budget & Financial Summary: n/a

Attachments:
None

December 11, 2023
Item No. 9.3.
Council appointed member for the Tourism Advisory Committee

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on adding a Council appointed member to the Tourism Advisory Committee.

Relationship to Strategic Goals:
Good Governance
Diverse and Growing Economy

Recommendation(s): N/A

Summary: At the November 20th, 2023 meeting the City Council directed staff to bring this item before the Council at their December meeting.

Budget & Financial Summary: N/A

Attachments:
None

December 11, 2023
Item No. 10.1.
General Parkway- Public Drainage Easement Abandonment

Sponsor: Gillian Sitler

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance vacating and abandoning a 30-foot wide public drainage easement located on the property south of 3055 Holleman Dr. S across General Parkway, said easement being located in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas, being part of that called 69.37-acre tract described in Volume 7551, Page 41, of the Official Public Records of Brazos County, Texas, and being the easement described in Volume 14119, Page 131 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

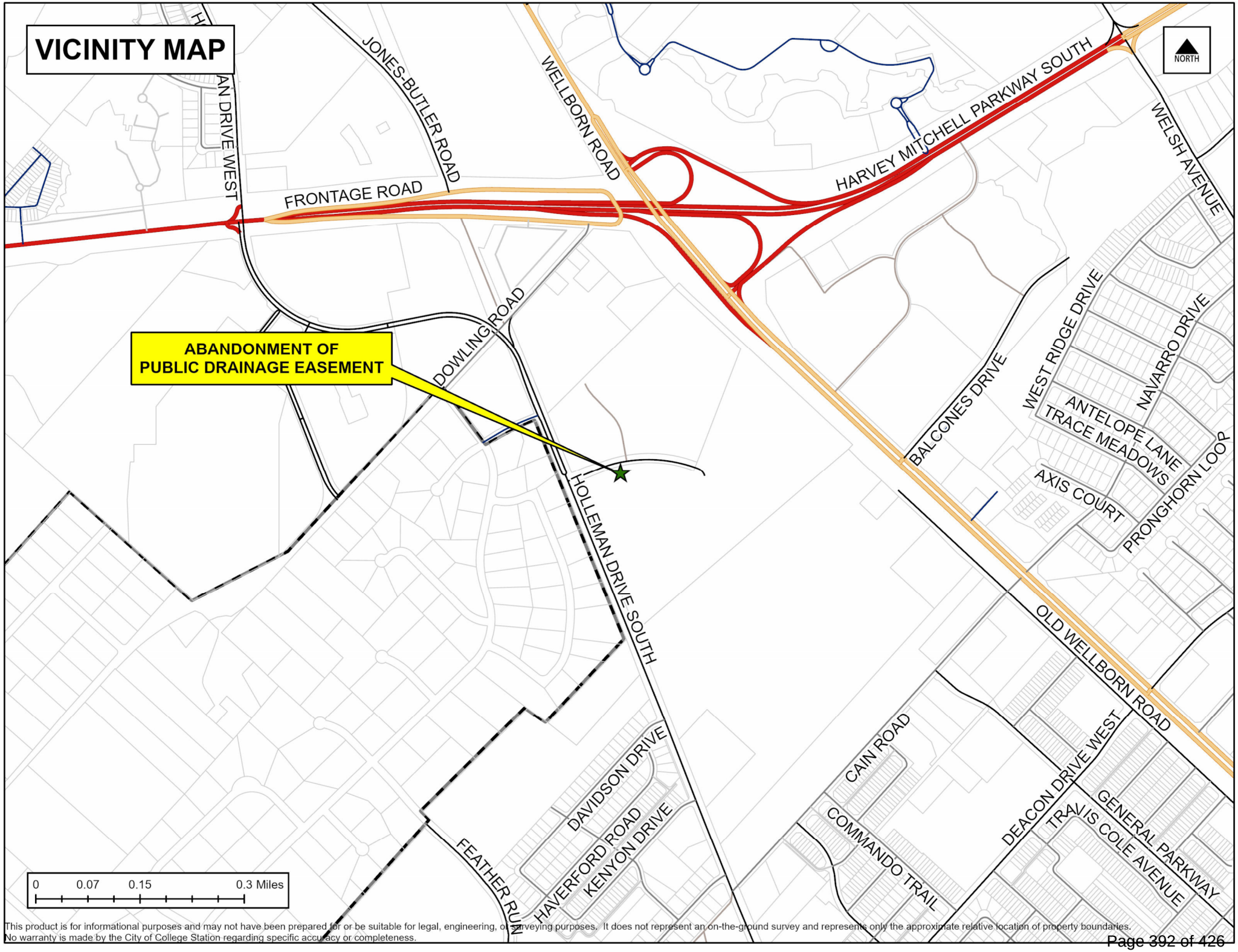
Recommendation(s): Staff recommends approval of the abandonment.

Summary:
The public utility easement abandonment is being requested by the applicant as a result of further development of the area. The originally dedicated easement was utilized to cover the discharge of a curb inlet along General Parkway that conveyed stormwater of the property to the north. New development on the tract where the easement lies will be constructing additional stormwater sewer lines that have been appropriately designed to covey the existing and proposed runoff directly to the portion of Bee Creek Tributary B that lies on the property, with no adverse impacts to the natural flow of the creek. These new lines will be within the existing right-of-way with proposed right-of-way and a new public drainage easement being dedicated with the plat to cover the new discharge location.

The public drainage easement is generally 30-feet wide, extending 115 feet south from the curb inlet on General Parkway onto the 42.738-acre tract.

Budget & Financial Summary: N/A

Attachments:
1. Vicinity Map
2. Location Map
3. Application
4. Ordinance
5. Ordinance Exhibit A



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.

This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.

FOR OFFICE USE ONLY	
CASE NO.:	
DATE SUBMITTED:	
TIME:	
STAFF:	

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☒ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☒ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☒ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

30 ft-wide public drainage easement recorded in Volume 14119, pg. 131 BCOPR

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name *Daniel Beamon* E-mail *daniel@beamonengineering.com*

Street Address *16172 Bench Lane*

City *Bryan* State *TX* Zip Code *77807*

Phone Number *979-571-2407* Fax Number *NA*

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name *Amstad Butler JV, LLC* E-mail *jwhite@amstadco.com*

Street Address: *4501 Mills Park Circle*

City *College Station* State *TX* Zip Code *77845*

Phone Number *(979) 260-5000* Fax Number *NA*

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

OWNER/PARTNER — Signature and title

11/08/23 — Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.

2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.

3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.

4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.

5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.

6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name *None* _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

The property will provide an alternate means of drainage and will no longer need the drainage easement.

8. That there is no current public need or use for the easement or right-of-way because:

The property will provide an alternate means of drainage and will no longer need the drainage easement.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The property will provide an alternate means of drainage and will no longer need the drainage easement.

10. That all public utilities have access to serve current and future customers because:

There are alternate easmements available and other easements will be platted to provide adequate service

11. Such public right-of-way/easement has been and is being used as follows:

An easement for draining stormwater inlets on General Parkway through the property.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Signature and title: OWNER/PARTNER

Date: 11/08/23

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 8th day of November, 2023 ~~2009~~ by Joe White.

KAILEE PRIEM
My Notary ID # 128005031
Expires September 5, 2025

Notary Public in and for
the State of Texas

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

_____

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

FIELD NOTES
30' WIDE DRAINAGE EASEMENT
0.076 OF ONE ACRE
OUT OF THE
J & J BUTLER FAMILY PARTNERSHIP, LTD.
CALLED 69.37 ACRES
VOLUME 7551, PAGE 41
CRAWFORD BURNETT LEAGUE, A – 7
CITY OF COLLEGE STATION
BRAZOS COUNTY, TEXAS
DECEMBER 21, 2015

All that certain lot, tract or parcel of land being 0.076 of one acre situated in the CRAWFORD BURNETT LEAGUE, Abstract No. 7, Brazos County, Texas and being a part of that certain Called 69.37 acre tract as described in deed from James G. Butler to J & J Butler Family Partnership, Ltd. of record in Volume 7551, Page 41, Official Records of Brazos County, Texas, said 0.076 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point for the most westerly corner, said corner being located on the Proposed southeast right-of-way line of General Parkway, a 1/2" Iron Rod with Cap found at the intersection of the northwest line of said Called 69.37 acre tract and the northeast right-of-way line of Holleman Drive South bears N 50 ° 38 ' 08 " W a distance of 651.03 feet;

THENCE with the Proposed southeast right-of-way line around a curve in a clockwise direction having a delta angle of 01 ° 49 ' 38 ", an arc distance of 30.00 feet, a radius of 940.70 feet, and a chord of N 74 ° 24 ' 18 " E, a distance of 30.00 feet to a point for the most northerly corner, a 3/8" Iron Rod found for the most easterly corner of said Called 69.37 acre tract bears N 85 ° 42 ' 53 " E a distance of 1759.62 feet;

THENCE around a curve in a counterclockwise direction having a delta angle of 21 ° 18 ' 41 ", an arc distance of 1.86 feet, a radius of 5.00 feet, and a chord of S 25 ° 11 ' 05 " E, a distance of 1.85 feet to a point for the point of tangency of said curve;

THENCE S 35 ° 50 ' 26 " E, a distance of 103.06 feet to a point for the most easterly corner;

THENCE S 54 ° 09 ' 34 " W, a distance of 30.00 feet to a point for the most southerly corner, a 1/2" Iron Rod found at the intersection of the southeast line of said Called 69.37 acre tract and the northeast right-of-way line of said Holleman Drive South bears S 04 ° 56 ' 36 " E a distance of 1144.05 feet;

THENCE N 35 ° 50 ' 26 " W, a distance of 103.06 feet to a point for the beginning of a curve;

THENCE around a curve in a clockwise direction having a delta angle of 20 ° 23 ' 52 ", an arc distance of 12.46 feet, a radius of 35.00 feet, and a chord of N 25 ° 38 ' 30 " W, a distance of 12.39 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.076 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed during the month of January, 2015 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. North Orientation is based on rotating the northeast line of said Called 69.37 acre tract to Grid North NAD83 (CORS 2011) epoch 2010.00 TEXAS STATE PLANE CENTRAL ZONE. For other information see accompanying plat.

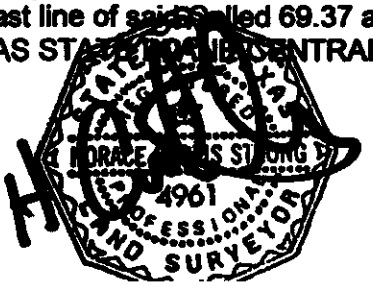


EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.

North Orientation is based on rotating the Northeast line to grid NAD83(CORS 2011epoch 2010.00 Texas State Plane Central Zone by utilizing GPS methods

STRONG SURVEYING
Firm No. 10093500
1722 Broadmoor, Suite 105
Bryan, Texas 77802
Phone: (979) 776-9836
Fax: (979) 731-0096
email: curtis@strongsurveying.com

Doc 01302027 Bk OR 14119 Vol Pg 136

PROPOSED 28.546 ACRES
OUT OF THE
J & J BUTLER FAMILY PARTNERSHIP, LTD.
CALLED 69.37 ACRES
7551/41

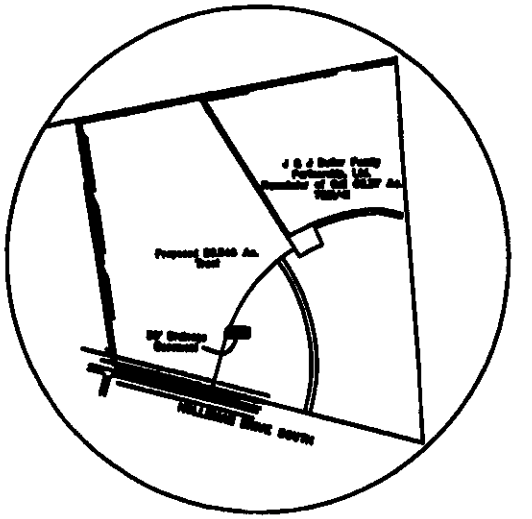
PROPOSED GENERAL PARKWAY

N 85°42'53" E
1789.62'

3/8" Iron Rod Found

J & J BUTLER FAMILY PARTNERSHIP, LTD.
CALLED 69.37 ACRES
7551/41

SCALE: 1" = 30'



Vicinity Map
(Not To Scale)

L1

C2

C1

30' DRAINAGE EASEMENT
0.076 ACRE

L2

P.O.B.

C3

L3

1/2" Iron Rod With Cap Found

N 50°38'08" W
651.03'

S 04°56'36" E
1144.05'

1/2" Iron Rod Found

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	940.70'	30.00'	01°49'38"	30.00'	N 74°24'18" E
C2	5.00'	1.86'	21°18'41"	1.85'	S 25°11'05" E
C3	35.00'	12.46'	20°23'52"	12.39'	N 25°38'30" W

LINE	BEARING	DISTANCE
L1	S 35°50'26" E	103.06'
L2	S 54°09'34" W	30.00'
L3	N 35°50'26" W	103.06'

30' WIDE DRAINAGE EASEMENT
BEING 0.076 OF ONE ACRE
OUT OF THE
J & J BUTLER FAMILY PARTNERSHIP, LTD.
CALLED 69.37 ACRE TRACT
VOLUME 7551, PAGE 41
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS
DECEMBER 21, 2015

I, H. Curtis Strong, Registered Professional Land Surveyor No. 4961, do hereby certify that the above plat represents a survey performed on the ground under my supervision on December 21, 2015 and is true and correct to the best of my knowledge.

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: Korey LeMond
Title: Sr. Engineer

VERIZON TELEPHONE COMPANY

By: _____
Title: _____

SUDDENLINK COMMUNICATIONS

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: _____
Title: _____

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: Kevin Moseley

Title: Engineering Manager

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *College Station, Texas*

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: Dan Singleton

Title: Supervisor-Ops-Construction

11.9.23

BRYAN TEXAS UTILITIES

By: _____

Title: _____

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: Greg Burkhalter

Title: Engineering Design Manager

Application for Abandonment of a Public Right-of-Way / Easement

Location: College Station Texas

EXHIBIT NO.4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above the standpoint of City of College Station ordinances and with respect to recent and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

X

City Engineer
City of College Station

X

Building Official
City of College Station

X

Zoning Official
City of College Station

X

Fire Marshal
City of College Station

X Randall Lewis, P.E.

Elecrtic Department
City of College Station

X

Water Services Department
City of College Station

X

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *College Station, Texas*

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: _____

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 30-FOOT-WIDE PUBLIC DRAINAGE EASEMENT, SAID EASEMENT BEING LOCATED IN THE CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING PART OF THAT CALLED 69.37 ACRE TRACT DESCRIBED IN VOLUME 7551, PAGE 41, OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS, AND BEING THE EASEMENT DESCRIBED IN VOLUME 14119, PAGE 131 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 30 foot wide public drainage easement, said easement lying in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas being part of that called 69.37 acre tract described in Volume 7551, Page 41, of the Official Public Records of Brazos County, Texas, and being the easement described in Volume 14119, Page 131 of the Official Public Records of Brazos County, Texas, as described in **Exhibit "A",** attached hereto (such easement hereinafter referred to as the "Public Drainage Easement"); and

WHEREAS, in order for the Public Drainage Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Drainage Easement described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Drainage Easement will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Public Drainage Easement.

3. There is no anticipated future public need or use for the Public Drainage Easement.

4. Abandonment of the Public Drainage Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Public Drainage Easement as described in **Exhibit "A"** be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

FIELD NOTES
30' WIDE DRAINAGE EASEMENT
0.076 OF ONE ACRE
OUT OF THE
J & J BUTLER FAMILY PARTNERSHIP, LTD.
CALLED 69.37 ACRES
VOLUME 7551, PAGE 41
CRAWFORD BURNETT LEAGUE, A – 7
CITY OF COLLEGE STATION
BRAZOS COUNTY, TEXAS
DECEMBER 21, 2015

All that certain lot, tract or parcel of land being 0.076 of one acre situated in the CRAWFORD BURNETT LEAGUE, Abstract No. 7, Brazos County, Texas and being a part of that certain Called 69.37 acre tract as described in deed from James G. Butler to J & J Butler Family Partnership, Ltd. of record in Volume 7551, Page 41, Official Records of Brazos County, Texas, said 0.076 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a point for the most westerly corner, said corner being located on the Proposed southeast right-of-way line of General Parkway, a 1/2" Iron Rod with Cap found at the intersection of the northwest line of said Called 69.37 acre tract and the northeast right-of-way line of Holleman Drive South bears N 50 ° 38 ' 08 " W a distance of 651.03 feet;

THENCE with the Proposed southeast right-of-way line around a curve in a clockwise direction having a delta angle of 01 ° 49 ' 38 ", an arc distance of 30.00 feet, a radius of 940.70 feet, and a chord of N 74 ° 24 ' 18 " E, a distance of 30.00 feet to a point for the most northerly corner, a 3/8" Iron Rod found for the most easterly corner of said Called 69.37 acre tract bears N 85 ° 42 ' 53 " E a distance of 1759.62 feet;

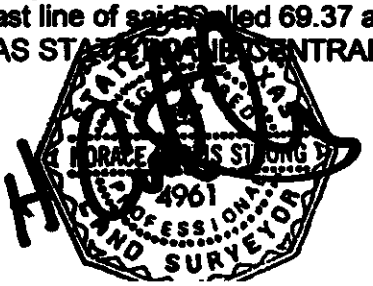
THENCE around a curve in a counterclockwise direction having a delta angle of 21 ° 18 ' 41 ", an arc distance of 1.86 feet, a radius of 5.00 feet, and a chord of S 25 ° 11 ' 05 " E, a distance of 1.85 feet to a point for the point of tangency of said curve;

THENCE S 35 ° 50 ' 26 " E, a distance of 103.06 feet to a point for the most easterly corner;

THENCE S 54 ° 09 ' 34 " W, a distance of 30.00 feet to a point for the most southerly corner, a 1/2" Iron Rod found at the intersection of the southeast line of said Called 69.37 acre tract and the northeast right-of-way line of said Holleman Drive South bears S 04 ° 56 ' 36 " E a distance of 1144.05 feet;

THENCE N 35 ° 50 ' 26 " W, a distance of 103.06 feet to a point for the beginning of a curve;

THENCE around a curve in a clockwise direction having a delta angle of 20 ° 23 ' 52 ", an arc distance of 12.46 feet, a radius of 35.00 feet, and a chord of N 25 ° 38 ' 30 " W, a distance of 12.39 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.076 OF ONE ACRE OF LAND MORE OR LESS, according to a survey performed during the month of January, 2015 under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. North Orientation is based on rotating the northeast line of said Called 69.37 acre tract to Grid North NAD83 (CORS 2011) epoch 2010.00 TEXAS STATE PLANE CENTRAL ZONE. For other information see accompanying plat.



North Orientation is based on rotating the Northeast line to grid NAD83(CORS 2011epoch 2010.00 Texas State Plane Central Zone by utilizing GPS methods

STRONG SURVEYING
Firm No. 10093500
1722 Broadmoor, Suite 105
Bryan, Texas 77802
Phone: (979) 776-9836
Fax: (979) 731-0096
email: curtis@strongsurveying.com

Doc 01302027 Bk OR 14119 Vol Pg 136

PROPOSED 28.546 ACRES
OUT OF THE
J & J BUTLER FAMILY PARTNERSHIP, LTD.
CALLED 69.37 ACRES
7551/41

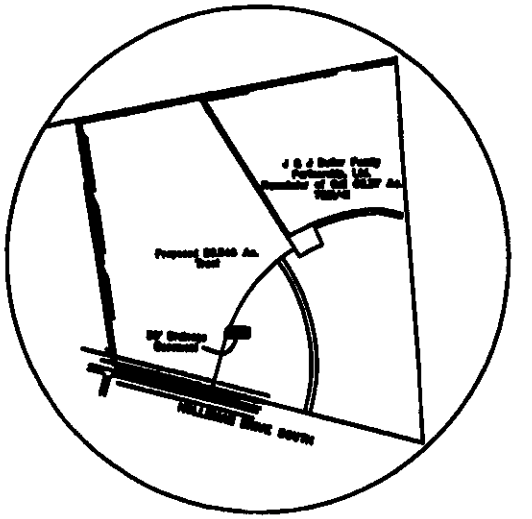
PROPOSED GENERAL PARKWAY

N 85°42'53" E
1789.62'

3/8" Iron Rod Found

J & J BUTLER FAMILY PARTNERSHIP, LTD.
CALLED 69.37 ACRES
7551/41

SCALE: 1" = 30'



Vicinity Map
(Not To Scale)

L1

C2

C1

30' DRAINAGE EASEMENT
0.076 ACRE

L2

P.O.B.

C3

L3

1/2" Iron Rod With Cap Found

N 50°38'08" W
651.03'

S 04°56'36" E
1144.05'

1/2" Iron Rod Found

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD LENGTH	CHORD BEARING
C1	940.70'	30.00'	01°49'38"	30.00'	N 74°24'18" E
C2	5.00'	1.86'	21°18'41"	1.85'	S 25°11'05" E
C3	35.00'	12.46'	20°23'52"	12.39'	N 25°38'30" W

LINE	BEARING	DISTANCE
L1	S 35°50'26" E	103.06'
L2	S 54°09'34" W	30.00'
L3	N 35°50'26" W	103.06'

30' WIDE DRAINAGE EASEMENT
BEING 0.076 OF ONE ACRE
OUT OF THE
J & J BUTLER FAMILY PARTNERSHIP, LTD.
CALLED 69.37 ACRE TRACT
VOLUME 7551, PAGE 41
CRAWFORD BURNETT LEAGUE, A-7
COLLEGE STATION, BRAZOS COUNTY, TEXAS
DECEMBER 21, 2015

I, H. Curtis Strong, Registered Professional Land Surveyor No. 4961, do hereby certify that the above plat represents a survey performed on the ground under my supervision on December 21, 2015 and is true and correct to the best of my knowledge.

December 11, 2023
Item No. 10.2.
Purchase of Single & Three Phase Transformers for Electric Warehouse Inventory

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on the purchase of single and three phase transformers for electric warehouse inventory with Texas Electric Cooperatives not to exceed $338,867.30; KBS Electrical Distributors not to exceed $61,550; and Alamo Transformer Supply Co. not to exceed $109,372.

Relationship to Strategic Goals:
Core Services and Infrastructure
Financially Sustainable City

Recommendation(s): Staff recommends the award of this purchase to Texas Electric Cooperatives, not to exceed $338,867.30, KBS Electrical Distributors, not to exceed $61,550, and Alamo Transformer Supply Co., not to exceed $109,372. Quantity and size details for units are attached. This purchase aligns with historical years' activity for electric warehouse needs.

Summary: Staff issued Bid #24-005 on September 20, 2023, for Electric Single and Three Phase Transformers and the Bid was opened on October 25, 2023. Twelve (12) sealed proposals were received and were reviewed by Electric Staff to ensure the compliance of required specifications. Texas Electric Cooperatives, KBS Electrical Distributors, and Alamo Transformer Supply Co. were awarded based upon delivery dates, meeting College Station Utility specifications, and pricing.

Upon Council approval, staff will issue purchase orders to Texas Electric Cooperatives, KBS Electrical Distributors, and Alamo Transformer Supply Co. for a one-time purchase.

Budget & Financial Summary: Funds are available and budgeted within the Electrical Fund. Various projects will be expensed as supplies are requisitioned by staff and issued from inventory.

Attachments:
1. 24-005 Single Phase Transformers Award
2. 24-005 Three Phase Transformers Award

BID#24-005
SINGLE PHASE TRANSFORMERS AWARD

STEEL					Texas Electric Cooperatives				KBS ELECTRICAL DIST			
	Inventory Number	QTY	Transformer kVA	Secondary Voltage	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price
Item #1	285-086-00031	10	25	240/120	$ 3,528.41	$ 4,447.05	52	$ 35,284.10	$ 5,924.00	$ 6,875.96	52-56 WEEKS	
Item #2	285-086-00059	10	37.5	240/120	$ 3,812.50	$ 5,146.14	52	$ 38,125.00	$ 6,490.00	$ 7,790.28	52-56 WEEKS	
Item #3	285-086-00032	10	50	240/120	$ 4,395.46	$ 6,123.18	52	$ 43,954.60	$ 7,045.00	$ 8,673.80	52-56 WEEKS	
Item #4	285-086-00033	10	75	240/120	$ 5,086.36	$ 7,334.56	52	$ 50,863.60	$ 7,930.00	$ 10,067.40	52-56 WEEKS	
Item #5	285-086-00034	5	100	240/120	$ 6,481.18	$ 9,417.62	52	$ 32,405.90	$ 9,380.00	$ 12,141.88	52-56 WEEKS	
Item #6	285-086-00035	5	167	240/120	$ 8,813.64	$ 12,550.52	52		$ 12,310.00	$ 16,401.68	52-56 WEEKS	$ 61,550.00
					Texas Electric Cooperatives		**Total**	**$ 200,633.20**	**KBS ELECTRICAL DIST**		**Total**	**$ 61,550.00**

BID#24-005
SINGLE PHASE TRANSFORMERS TABULATION

CITY OF COLLEGE STATION
BID #24-005 SINGLE PHASE PADMOUNT DISTRIBUTION TRANSFORMERS

STEEL					Texas Electric Cooperatives				Alamo Transformer Supply Company				ECB SOLUTIONS LLC			
	Inventory Number	QTY	Transformer kVA	Secondary Voltage	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price
Item #1	285-086-00031	10	25	240/120	$ 3,528.41	$ 4,447.05	52	$ 35,284.10	$ 7,368.00	$ 7,368.00	37-40	$ 73,680.00	$ 5,670.00	$ 6,488.52	12.00	$ 56,700.00
Item #2	285-086-00059	10	37.5	240/120	$ 3,812.50	$ 5,146.14	52	$ 38,125.00	$ 7,441.00	$ 7,441.00	37-40	$ 74,410.00	$ 6,510.00	$ 7,542.00	12.00	$ 65,100.00
Item #3	285-086-00032	10	50	240/120	$ 4,395.46	$ 6,123.18	52	$ 43,954.60	$ 8,870.00	$ 8,870.00	37-40	$ 88,700.00	$ 7,770.00	$ 9,982.00	12.00	$ 77,700.00
Item #4	285-086-00033	10	75	240/120	$ 5,086.36	$ 7,334.56	52	$ 50,863.60	$ -	$ 9,826.00	37-40	$ -	$ 8,400.00	$ 10,911.40	12.00	$ 84,000.00
Item #5	285-086-00034	5	100	240/120	$ 6,481.18	$ 9,417.62	52	$ 32,405.90	$ 11,855.00	$ 11,855.00	37-40	$ 59,275.00	$ 9,240.00	$ 11,691.00	12.00	$ 46,200.00
Item #6	285-086-00035	5	167	240/120	$ 8,813.64	$ 12,550.52	52	$ 44,068.20	$ -	$ -		$ -	$ 9,870.00	$ 13,795.68	12.00	$ 49,350.00
					Texas Electric Cooperatives		Total	$ 244,701.40	Alamo Transformer Supply Company		Total	$ 296,065.00	ECB SOLUTIONS LLC		Total	$ 379,050.00

STEEL					Priester Mell & Nicholson Inc				TECHLINE INC.				BlackStar Diversified Enterprises			
	Inventory Number	QTY	Transformer kVA	Secondary Voltage	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price
Item #1	285-086-00031	10	25	240/120	$ 7,321.00	$ 7,971.00	14-16	$ 73,210.00	$ 8,087.00	$ 9,037.48	72 wks ARO	$ 80,870.00	$ 10,634.00	$ 11,893.20	30	$ 106,340.00
Item #2	285-086-00059	10	37.5	240/120	$ 7,571.00	$ 8,638.40	14-16	$ 75,710.00	$ 9,318.00	$ 10,627.40	72 wks ARO	$ 93,180.00	$ 11,428.00	$ 13,268.20	30	$ 114,280.00
Item #3	285-086-00032	10	50	240/120	$ 9,500.00	$ 10,868.20	14-16	$ 95,000.00	$ 10,330.00	$ 11,922.76	72 wks ARO	$ 103,300.00	$ 12,303.00	$ 14,814.20	30	$ 123,030.00
Item #4	285-086-00033	10	75	240/120	$ 10,429.00	$ 12,316.20	14-16	$ 104,290.00	$ 12,647.00	$ 14,829.00	72 wks ARO	$ 126,470.00	$ 13,867.00	$ 16,919.40	30	$ 138,670.00
Item #5	285-086-00034	5	100	240/120	$ 14,142.00	$ 16,301.48	14-16	$ 70,710.00	$ 15,442.00	$ 18,153.96	72 wks ARO	$ 77,210.00	$ 14,873.00	$ 18,712.60	30	$ 74,365.00
Item #6	285-086-00035	5	167	240/120	$ 14,929.00	$ 17,559.08	14-16	$ 74,645.00	$ 20,892.00	$ 24,836.28	72 wks ARO	$ 104,460.00	$ 15,931.00	$ 20,373.60	30	$ 79,655.00
					Priester Mell & Nicholson Inc		Total	$ 493,565.00	TECHLINE INC.		Total	$ 585,490.00	BlackStar Diversified Enterprises		Total	$ 636,340.00

MILD STEEL					Alamo Transformer Supply Company				TECHLINE INC.				NEXGEN POWER INC.			
	Inventory Number	QTY	Transformer kVA	Secondary Voltage	Unit Bid Price ($)	Total Owning Cost ($)	Delivery	Total Price	Unit Bid Price ($)	Total Owning Cost ($)	Delivery	Total Price	Unit Bid Price ($)	Total Owning Cost ($)	Delivery	Total Price
Item #1	285-086-00031	10	25	240/120	$ 6,631.00	$ 6,631.00	37-40	$ 66,310.00	$ 6,141.00	$ 7,066.68	72 wks ARO	$ 61,410.00	$ 8,070.00	$ 8,930.44	28	$ 80,700.00
Item #2	285-086-00059	10	37.5	240/120	$ 6,697.00	$ 6,697.00	37-40	$ 66,970.00	$ 6,997.00	$ 8,282.48	72 wks ARO	$ 69,970.00	$ 8,600.00	$ 9,818.48	28	$ 86,000.00
Item #3	285-086-00032	10	50	240/120	$ 7,983.00	$ 7,983.00	37-40	$ 79,830.00	$ 7,911.00	$ 9,522.36	72 wks ARO	$ 79,110.00	$ 8,900.00	$ 10,485.08	28	$ 89,000.00
Item #4	285-086-00033	10	75	240/120	$ -	$ 8,843.00	37-40	$ -	$ 10,011.00	$ 12,195.36	72 wks ARO	$ 100,110.00	$ 9,300.00	$ 11,311.68	28	$ 93,000.00
Item #5	285-086-00034	5	100	240/120	$ 10,670.00	$ 10,670.00	37-40	$ 53,350.00	$ 12,344.00	$ 15,122.68	72 wks ARO	$ 61,720.00	$ 10,200.00	$ 12,772.08	28	$ 51,000.00
Item #6	285-086-00035	5	167	240/120	$ -	$ -	37-40	$ -	$ 17,587.00	$ 21,565.20	72 wks ARO	$ 87,935.00	$ 17,780.00	$ 21,688.08	28	$ 88,900.00
					Alamo Transformer Supply Company		Total	$ 266,460.00	TECHLINE INC.		Total	$ 460,255.00	NEXGEN POWER INC.		Total	$ 488,600.00

BID#24-005
SINGLE PHASE TRANSFORMERS TABULATION

STEEL					KBS ELECTRICAL DIST				MVA POWER INC.			
	Inventory Number	QTY	Transformer kVA	Secondary Voltage	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price	Unit Price	Total Owning Cost	Delivery	Total Price
Item #1	285-086-00031	10	25	240/120	$ 5,924.00	$ 6,875.96	52-56 WEEKS	$ 59,240.00	$ 6,118.92	$ 6,936.56	30.00	$ 61,189.20
Item #2	285-086-00059	10	37.5	240/120	$ 6,490.00	$ 7,790.28	52-56 WEEKS	$ 64,900.00	$ 6,693.00	$ 7,876.64	30.00	$ 66,930.00
Item #3	285-086-00032	10	50	240/120	$ 7,045.00	$ 8,673.80	52-56 WEEKS	$ 70,450.00	$ 7,290.48	$ 8,736.24	30.00	$ 72,904.80
Item #4	285-086-00033	10	75	240/120	$ 7,930.00	$ 10,067.40	52-56 WEEKS	$ 79,300.00	$ 8,209.32	$ 10,301.28	30.00	$ 82,093.20
Item #5	285-086-00034	5	100	240/120	$ 9,380.00	$ 12,141.88	52-56 WEEKS	$ 46,900.00	$ 9,058.92	$ 11,554.48	30.00	$ 45,294.60
Item #6	285-086-00035	5	167	240/120	$ 12,310.00	$ 16,401.68	52-56 WEEKS	$ 61,550.00	$ 13,572.00	$ 17,716.20	30.00	$ 67,860.00
					KBS ELECTRICAL DIST		Total	$ 382,340.00	MVA POWER INC.		Total	$ 396,271.80

STEEL					NEXGEN POWER, INC.				Dalf Eti Inc.			
	Inventory Number	QTY	Transformer kVA	Secondary Voltage	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price
Item #1	285-086-00031	10	25	240/120	$ 10,750.00	$ 11,610.44	28	$ 107,500.00	$ 12,113.92	$ -	0.00	$ 121,139.20
Item #2	285-086-00059	10	37.5	240/120	$ 11,410.00	$ 12,628.48	28	$ 114,100.00	$ 12,818.40	$ -	0.00	$ 128,184.00
Item #3	285-086-00032	10	50	240/120	$ 11,540.00	$ 13,125.08	28	$ 115,400.00	$ 14,364.00	$ -	0.00	$ 143,640.00
Item #4	285-086-00033	10	75	240/120	$ 12,400.00	$ 14,411.68	28	$ 124,000.00	$ 22,030.40	$ -	0.00	$ 220,304.00
Item #5	285-086-00034	5	100	240/120	$ 13,100.00	$ 15,672.08	28	$ 65,500.00	$ 21,236.32	$ -	0.00	$ 106,181.60
Item #6	285-086-00035	5	167	240/120	$ 23,700.00	$ 27,608.08	28	$ 118,500.00	$ 29,384.32	$ -	0.00	$ 146,921.60
					NEXGEN POWER, INC.		Total	$ 645,000.00	Dalf Eti Inc.		Total	$ 866,370.40

MILD STEEL				
	Inventory Number	QTY	Transformer kVA	Secondary Voltage
Item #1	285-086-00031	10	25	240/120
Item #2	285-086-00059	10	37.5	240/120
Item #3	285-086-00032	10	50	240/120
Item #4	285-086-00033	10	75	240/120
Item #5	285-086-00034	5	100	240/120
Item #6	285-086-00035	5	167	240/120

ITB#24-005 THREE PHASE TRANSFORMER AWARD

STEEL					Alamo Transformer Supply Company				TEXAS ELECTRICAL CO-OP			
	Inventory Number	QTY	Transformer kVA	Secondary Voltage	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price
Item #1	285-086-00038	2	112.5	208/120	$ 26,508.00	$ 30,162.56	37-40	$ 53,016.00	$ 27,768.18	$ 30,402.90	52	
Item #2	285-086-00039	2	150	208/120	$ 28,178.00	$ 32,618.96	37-40	$ 56,356.00	$ 28,917.04	$ 32,129.88	52	
Item #3	285-086-00049	2	500	480/277	$ 33,133.00	$ 44,775.52	37-40		$ 30,369.32	$ 42,270.72	52	$ 60,738.64
Item #4	285-086-00050	2	750	480/277	$ 42,899.00	$ 59,684.80	37-40		$ 38,747.73	$ 55,123.41	52	$ 77,495.46
					Alamo Transformer Supply Company		Total	$ 109,372.00	TEXAS ELECTRICAL CO-OP		Total	$ 138,234.10

BID#24-005
THREE PHASE TRANSFORMERS TABULATION

STEEL					TEXAS ELECTRICAL CO-OP				Alamo Transformer Supply Company				MVA POWER INC			
	Inventory Number	QTY	Transformer kVA	Secondary Voltage	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price
Item #1	285-086-00038	2	112.5	208/120	$ 27,768.18	$ 30,402.90	52	$ 55,536.36	$ 26,508.00	$ 30,162.56	37-40	$ 53,016.00	$ 21,780.00	$ 28,430.00	30	$ 43,560.00
Item #2	285-086-00039	2	150	208/120	$ 28,917.04	$ 32,129.88	52	$ 57,834.08	$ 28,178.00	$ 32,618.96	37-40	$ 56,356.00	$ 26,760.00	$ 35,784.00	30	$ 53,520.00
Item #3	285-086-00049	2	500	480/277	$ 30,369.32	$ 42,270.72	52	$ 60,738.64	$ 33,133.00	$ 44,775.52	37-40	$ 66,266.00	$ 42,286.08	$ 52,969.48	30	$ 84,572.16
Item #4	285-086-00050	2	750	480/277	$ 38,747.73	$ 55,123.41	52	$ 77,495.46	$ 42,899.00	$ 59,684.80	37-40	$ 85,798.00	$ 50,088.12	$ 65,651.12	30	$ 100,176.24
					Texas Electrical Co-Op		Total	$ 251,604.54	Alamo Transformer Supply Company		Total	$ 261,436.00	MVA POWER INC		Total	$ 281,828.40

STEEL					NEXGEN POWER INC				TECHLINE INC.				PRIESTER MELL-NICHOLSON			
	Inventory Number	QTY	Transformer kVA	Secondary Voltage	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price	Unit Price	Total Owning Cost	Delivery	Total Price	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price
Item #1	285-086-00038	2	112.5	208/120	$ 35,600.00	$ 38,952.80	30	$ 71,200.00	$ 30,363.00	$ 33,933.48	52 wks ARO	$ 60,726.00	$ 26,014.00	$ 27,245.20	20-22	$ 52,028.00
Item #2	285-086-00039	2	150	208/120	$ 36,800.00	$ 41,266.20	30	$ 73,600.00	$ 33,659.00	$ 38,384.00	52 wks ARO	$ 67,318.00	$ 36,929.00	$ 38,630.00	20-22	$ 73,858.00
Item #3	285-086-00049	2	500	480/277	$ 50,600.00	$ 62,449.60	30	$ 101,200.00	$ 59,324.00	$ 70,891.04	52 wks ARO	$ 118,648.00	$ 67,643.00	$ 72,244.60	20-22	$ 135,286.00
Item #4	285-086-00050	2	750	480/277	$ 58,300.00	$ 79,250.40	30	$ 116,600.00	$ 68,250.00	$ 83,671.32	52 wks ARO	$ 136,500.00	$ 75,171.00	$ 84,567.00	20-22	$ 150,342.00
					NEXGEN POWER INC		Total	$ 362,600.00	TECHLINE INC.		Total	$ 383,192.00	PRIESTER MELL-NICHOLSON		Total	$ 411,514.00

STEEL					BlackStar Diversified Enterprises			
	Inventory Number	QTY	Transformer kVA	Secondary Voltage	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price
Item #1	285-086-00038	2	112.5	208/120	$ 42,861.00	$ 47,359.00	30	$ 85,722.00
Item #2	285-086-00039	2	150	208/120	$ 47,003.00	$ 53,194.80	30	$ 94,006.00
Item #3	285-086-00049	2	500	480/277	$ 68,799.00	$ 77,236.60	30	$ 137,598.00
Item #4	285-086-00050	2	750	480/277	$ 81,221.00	$ 90,916.40	30	$ 162,442.00
					BlackStar Diversified Enterprises		Total	$ 479,768.00

MILD STEEL					Alamo Transformer Supply Company				NEXGEN POWER INC.				TECHLINE INC.			
	Inventory Number	QTY	Transformer kVA	Secondary Voltage	Unit Bid Price ($)	Total Owning Cost ($)	Delivery	Total Price	Unit Bid Price ($)	Total Owning Cost ($)	Delivery	Total Price	Unit Bid Price ($)	Total Owning Cost ($)	Delivery	Total Price
Item #1	285-086-00038	2	112.5	208/120	$ 23,857.00	$ 27,511.56	37-40	$ 47,714.00	$ 29,900.00	$ 33,252.80	30	$ 59,800.00	$ 26,420.00	$ 30,116.84	52 wks ARO	$ 52,840.00
Item #2	285-086-00039	2	150	208/120	$ 25,360.00	$ 29,800.96	37-40	$ 50,720.00	$ 31,000.00	$ 35,466.20	30	$ 62,000.00	$ 28,423.00	$ 33,148.00	52 wks ARO	$ 56,846.00
Item #3	285-086-00049	2	500	480/277	$ 29,820.00	$ 41,462.52	37-40	$ 59,640.00	$ 46,000.00	$ 57,849.60	30	$ 92,000.00	$ 46,503.00	$ 58,070.04	52 wks ARO	$ 93,006.00
Item #4	285-086-00050	2	750	480/277	$ 38,609.00	$ 55,394.80	37-40	$ 77,218.00	$ 54,000.00	$ 74,950.40	30	$ 108,000.00	$ 60,906.00	$ 76,327.32	52 wks ARO	$ 121,812.00
					Alamo Transformer Supply Company		Total	$ 235,292.00	NEXGEN POWER INC.		Total	$ 321,800.00	TECHLINE INC.		Total	$ 324,504.00

BID#24-005
THREE PHASE TRANSFORMERS TABULATION

STEEL					ECB SOLUTIONS LLC				Dalf Eti Inc.			
	Inventory Number	QTY	Transforme r kVA	Secondary Voltage	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price
Item #1	285-086-00038	2	112.5	208/120	$ 29,400.00	$ 34,768.00	0	$ 58,800.00	$33,008.04	$ -	0	$ 66,016.08
Item #2	285-086-00039	2	150	208/120	$ 35,994.00	$ 41,733.60	0	$ 71,988.00	$33,795.36	$ -	0	$ 67,590.72
Item #3	285-086-00049	2	500	480/277	$ 40,687.00	$ 57,556.60	0	$ 81,374.00	$46,810.44	$ -	0	$ 93,620.88
Item #4	285-086-00050	2	750	480/277	$ 47,245.00	$ 66,970.20	0	$ 94,490.00	$62,874.36	$ -	0	$ 125,748.72
					ECB SOLUTIONS LLC		**Total**	**$ 306,652.00**	**Dalf Eti Inc.**		**Total**	**$ 352,976.40**

STEEL					KBS ELECTRICAL DIST				EHV SOLUTIONS LLC			
	Inventory Number	QTY	Transforme r kVA	Secondary Voltage	Unit Price	Total Owning Cost	Delivery	Total Price	Unit Price	Total Owning Cost	Delivery/ Weeks	Total Price
Item #1	285-086-00038	2	112.5	208/120	$ 39,165.00	$ 42,618.32	108 WEEKS	$ 78,330.00	$ 36,949.00	$ 40,402.32	108-110	$ 73,898.00
Item #2	285-086-00039	2	150	208/120	$ 42,123.00	$ 46,716.96	108 WEEKS	$ 84,246.00	$ 39,737.00	$ 44,330.96	108-110	$ 79,474.00
Item #3	285-086-00049	2	500	480/277	$ 64,197.00	$ 75,348.84	108 WEEKS	$ 128,394.00	$ 60,563.00	$ 71,714.84	108-110	$ 121,126.00
Item #4	285-086-00050	2	750	480/277	$ 83,224.00	$ 99,505.76	108 WEEKS	$ 166,448.00	$ 78,513.00	$ 94,794.76	108-110	$ 157,026.00
					KBS ELECTRICAL DIST		**Total**	**$ 457,418.00**	**EHV SOLUTIONS LLC**		**Total**	**$ 431,524.00**

STEEL				
	Inventory Number	QTY	Transforme r kVA	Secondary Voltage
Item #1	285-086-00038	2	112.5	208/120
Item #2	285-086-00039	2	150	208/120
Item #3	285-086-00049	2	500	480/277
Item #4	285-086-00050	2	750	480/277

MILD STEEL				
	Inventory Number	QTY	Transforme r kVA	Secondary Voltage
Item #1	285-086-00038	2	112.5	208/120
Item #2	285-086-00039	2	150	208/120
Item #3	285-086-00049	2	500	480/277
Item #4	285-086-00050	2	750	480/277

December 11, 2023
Item No. 10.3.
Greens Prairie Elevated Storage Tank (EST) Rehabilitation

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with O&J Coating, Inc. for the Greens Prairie Elevated Storage Tank (EST) Rehabilitation project for $1,790,000 plus a $179,000 contingency, for a total appropriation amount of $1,969,000. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval and award of the construction contract with O&J Coating, Inc. for the Greens Prairie Elevated Storage Tank (EST) Rehabilitation.

Summary: This project consists of the rehabilitation and repainting of the existing two (2) million gallon Greens Prairie Elevated Storage Tank (EST), providing containment for the tank during rehab work, installation of climbing safety devices, repair and replacement of various components, installation of an MOV (Motor Operated Valve), and other items as specified in the plans and specifications.

Budget & Financial Summary: A budget of $2,700,000 is included for this project in the Water Capital Improvement Projects Fund. A total of $248,500 has been expended or committed to date, leaving a balance of $2,451,500 for this contract and related expenses.

Attachments:
1. Tabulation 24-003
2. Project Location Map
3. Water Tower Design Logo

CITY OF COLLEGE STATION

ITB 24-003 Greens Prairie EST Rehabilation Opening: Friday, November 3, 2023 at 2:00 pm CDT

				Classice Protective Coating, Inc.		Dixie Painting & Sandblasting, Inc.		O & J Coatings, Inc.		Tankez Coating, Inc.		TMI Coatings, Inc.		Viking Painting, LLC	
ITEM NO.	**DESCRIPTION**	**QTY**	**UNIT**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**	**UNIT PRICE**	**TOTAL PRICE**
BASE BID SCHEDULE - GENERAL															
1	Mobilization	1	LS	$57,050.00	$57,050.00	$25,000.00	$25,000.00	$40,000.00	$40,000.00	$20,000.00	$20,000.00	$150,000.00	$150,000.00	$65,700.00	$65,700.00
2	Furnish material and labor to perform the repair items of work as outlined in Exhibit F Section 1.	1	LS	$145,200.00	$145,200.00	$180,000.00	$180,000.00	$50,000.00	$50,000.00	$200,000.00	$200,000.00	$196,000.00	$196,000.00	$242,000.00	$242,000.00
3	Furnish material and labor to perform the repair items of work as outlined in Exhibit F Section 2.	1	LS	$45,100.00	$45,100.00	$130,000.00	$130,000.00	$50,000.00	$50,000.00	$337,500.00	$337,500.00	$180,000.00	$180,000.00	$271,800.00	$271,800.00
4	Furnish material and labor to replace the interior water compartment coating system of the 2,000,000-gallon elevated water storage tank	1	LS	$392,200.00	$392,200.00	$550,000.00	$550,000.00	$400,000.00	$400,000.00	$315,000.00	$315,000.00	$657,000.00	$657,000.00	$339,500.00	$339,500.00
5	Furnish material and labor to replace the exterior coating system of the 2,000,000-gallon elevated water storage tank	1	LS	$813,400.00	$813,400.00	$919,941.00	$919,941.00	$550,000.00	$550,000.00	$860,000.00	$860,000.00	$1,215,000.00	$1,215,000.00	$1,349,600.00	$1,349,600.00
6	Furnish material and labor to replace the interior dry compartment coating system of the 2,000,000-gallon elevated water storage tank	1	LS	$405,500.00	$405,500.00	$405,000.00	$405,000.00	$450,000.00	$450,000.00	$715,000.00	$715,000.00	$995,000.00	$995,000.00	$594,000.00	$594,000.00
7	Furnish material and labor to perform the Repair Items of Work of the 2,000,000-gallon elevated storage tank	1	LS	$500.00	$500.00	$10,000.00	$10,000.00	$250,000.00	$250,000.00	$5,000.00	$5,000.00	$5,000.00	$5,000.00	$6,300.00	$6,300.00
	SUBTOTAL GENERAL			***$1,858,950.00***		***$2,219,941.00***		***$1,790,000.00***		***$2,452,500.00***		***$3,398,000.00***		***$2,868,900.00***	
	TOTAL BASE BID SCHEDULES														
ALTERNATES															
ALTERNATE #1															
1	Provide an approved alternate coating system in lieu of the specified coating as an addition or deduction	1	LS	$0.00	$0.00	$0.00	$0.00		$0.00	$0.00	$0.00	$0.00	$0.00		$0.00
	SUBTOTAL ALTERNATES			***$0.00***		***$0.00***		***$0.00***		***$0.00***		***$0.00***		***$0.00***	
	TOTAL BASE BID + ALTERNATES			**$1,858,950.00**		**$2,219,941.00**		**$1,790,000.00**		**$2,452,500.00**		**$3,398,000.00**		**$2,868,900.00**	

NOTE: Highlighted totals show corrected calculated value.

If there are any discrepancies between the unit prices and totals, the unit price will prevail on the above.

TOTAL number of calendar days to substantial completion				120		120		120		120		120		120	
Five (5) percent bid security				Y		Y		Y		Y		Y		Y	
Addendum Acknowledged				Y		Y		Y		Y		Y		Y	
Bid Certification				Y		Y		Y		Y		Y		Y	

Greens Prairie EST Rehabilitation

Legend

- Project Location
- BCAD Parcels

N

PRIVATE DRIVE D

PRIVATE DRIVE B

PRIVATE DRIVE D

ON RAMP SH 6 S SB FROM SH 6 S SB

WILLIAM D FITCH PARKWAY

WILLIAM D FITCH PARKWAY

FRONTAGE 6 ROAD EAST

STATE HIGHWAY 6 S

STATE HIGHWAY 6 S

FRONTAGE 6 ROAD WEST

PRIVATE DRIVE D

PRIVATE DRIVE E

PRIVATE DRIVE F

WILLIAM D FITCH PARKWAY

GREENS PRAIRIE ROAD

FRONTAGE 6 ROAD WEST

PRIVATE DRIVE C

PRIVATE DRIVE G

PRIVATE DRIVE C

PUBLIC WAY

PUBLIC WAY

GREENS PRAIRIE ROAD

PUBLIC WAY

0 262.5 525 1,050 1,575 2,100 Feet

WELCOME TO
HOME OF
COLLEGE STATION
TEXAS A&M

December 11, 2023
Item No. 10.4.
BVSWMA Appointment

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc Board of Directors.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Bill Lartigue served as one of College Station's three appointees to the BVSWMA Board of Directors. Mr. Lartigue's term expired on September 30, 2023. An appointment to the BVSWMA Board of Directors needs to be made. This can be an appointment for a new board member or renewal of a current board member with an expiring term. This will be a 3-year term when filled.

Budget & Financial Summary: None

Attachments:
1. Ltr Cities BVSWMA BoD 2023

WEST WEBB ALLBRITTON & GENTRY

Bryan Hanna
Shareholder
Registered Patent Attorney, U.S. Patent & Trademark Office
bryan.hanna@westwebb.law

October 2, 2023

Via Regular Mail and Email at afalco@cstx.gov and tleeper@bryantx.gov

Adam Falco
City Attorney, City of College Station
1101 Texas Ave.
College Station, TX 77840

Thomas Leeper
City Attorney, City of Bryan
P.O. Box 1000
Bryan, Texas 77805

Re: BVSWMA Board of Directors

Dear Adam and Thomas:

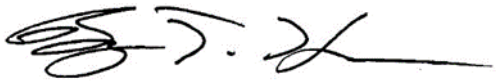
As you are aware, the City of College Station and the City of Bryan each appoint three (3) directors to the seven (7) member board of directors for BVSWMA. Those six (6) City-appointed directors select the seventh (7th) director to complete the Board. I am writing to remind you of the need for appointing a new director or renewing the appointment of the current director with an expiring term from your respective Cities. Based on my review of BVSWMA records, the term of one (1) of the three (3) directors appointed by each City expired on September 30, 2023.

For the City of Bryan, the term of Jason Bienski is expiring this year. For the City of College Station, the term of Bill Lartigue is expiring this year.

Please let me know if you have any questions or concerns about this procedure.

If you would please keep me up-to-date on your City's appointment, I would be appreciative.

Sincerely,



Bryan T. Hanna

cc: Bryan Griesbach (via email at bgriesbach@bvswma.com)

Mike Gentry (via email)

25563: Ltr Cities BVSWMA BoD 2023

December 11, 2023
Item No. 10.5.
Brazos Central Appraisal District Appointment

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an appointment to the Brazos Central Appraisal District.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Seeking Council's direction on Appointment.

Summary: As of December 31, 2023, the terms of the Brazos Central Appraisal District Board expire. In accordance with the resolution, the board of directors is composed of seven members and members are appointed by each jurisdiction.

Brazos County:	One Member
Bryan ISD:	Two Members
College Station:	Two Members
City of Bryan:	One Member
City of College Station:	One Member

Ron Kaiser currently serves on the Brazos Central Appraisal District Board. Mr. Kaiser's term expires on December 31, 2023, requiring the Council to make an appointment. This will be a 1-year term when filled, beginning January 1, 2024.

Budget & Financial Summary: None

Attachments:
1. Ltr- Brazos Central Appraisal District

BRAZOS CENTRAL APPRAISAL DISTRICT
BRAZOS COUNTY, TEXAS
4051 PENDLETON DR
BRYAN, TX 77802-2465

Dana Horton
Chief Appraiser
Phone (979) 774-4100
Fax (979) 774-4196

RECEIVED
OCT 05 2023

October 2, 2023

Mr. John Nichols
Mayor, City of College Station
P O Box 9960
College Station, TX 77840

Re: Appraisal District Board of Directors Membership

Dear Mr. Nichols:

As of December 31, 2023, the terms of the board of directors of the appraisal district expire. The procedures for appointing board members were established by majority resolution in 2001. It is time for your jurisdiction to appoint its member or members to the Board of Directors of the Brazos Central Appraisal District for a ***one-year*** term beginning on January 1, 2024.

In accordance to those resolutions, the board of directors is composed of seven members. Members are to be appointed by each jurisdiction based on the following schedule:

Brazos County:	One member
Bryan ISD:	Two members
College Station ISD:	Two members
City of Bryan:	One member
City of College Station:	One member

Current board members are:
William Lero & Kyle DeWitt– representing Bryan ISD
J J Ruffino – representing Brazos County
John Flynn & Dell Seiter – representing College Station ISD
Jason Bienski – representing the City of Bryan
Ronald Kaiser – representing the City of College Station
Kristeen Roe – automatic non-voting membership as County Tax Assessor/Collector

Although changes are imminent pending the outcome of the November 2023 election, we will continue to follow our current rule for appointment of board members and make any necessary changes once new legislation has been implemented. If the constitutional amendment passes, the restructure of the board of directors will be effective July 1, 2024.

Please take appropriate action to place this item on an upcoming agenda, as notification of your appointment for the ***2024*** term must be made to the appraisal district by December 15, 2023.

If you have any questions or need additional information, please feel free to contact me at 774-4100 ext. 107.

Sincerely,

Dana Horton

Dana Horton, RPA
Chief Appraiser

December 11, 2023
Item No. 13.1.
Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

Agenda Caption: A Council Member may make a report regarding meetings of City Council boards and commissions or meetings of boards and committees on which a Council Member serves as a representative that have met since the last council meeting. (Committees listed in Coversheet)

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Review meetings attended.

Summary: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:
None