



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#

February 22, 2024

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 the Employee of the Year nominees and recognition of the Employee of The Year, the City Impact Award, and the City Leadership Award recipients.**
3. **Reception.**
4. **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.

4.1. 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 Local Government Code Chapter 145 Financial Statements.
- k. Legal advice related to ETJ release petitions under Local Government Code Chapter 42 and an ETJ release petition regarding approximately 99.9 acres of land, generally located along Royder Road.
- l. Legal advice regarding memorandum of understanding with the City of Bryan regarding Brazos Transit District Board Appointments.

4.2. 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. Approximately 23.5 acres of land in the College Station Business Center at the intersection of Gateway Boulevard and State Highway 6.
- b. Approximately 4 acres of land generally located in the 15000 block of FM 2154 in College Station.

4.3. 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 Manager
- b. Council Self Evaluation

4.4. Security {Gov't Code Section 551.076 };

Possible action. The City Council may deliberate the deployment, or specific occasions for implementation, of security personnel or devices or a security audit. After executive session discussion, any final action or vote taken will be in public. The following subject may be discussed:

- a. Security related to City Hall and Council Chambers.

4.5. Competitive Matters {Gov't Code Section 551.086};

Possible action. The City Council may deliberate, vote, or take final action on a competitive matter as that term is defined in Gov't Code Section 552.133 in closed session. The following is a general representation of the subject matter to be considered:

- a. Power Supply

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

6. 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.

7. Presentation - Proclamations, Awards, and Recognitions.

- 7.1. Presentation of a proclamation celebrating the 25th Anniversary of the College Station ISD Education Foundation.

Sponsors: Michael Ostrowski

Attachments: 1. Education Foundation Proclamation

8. 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.

9. 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.

- 9.1. Presentation, discussion, and possible action of minutes for:

• February 8, 2024 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM020824 DRAFT Minutes

- 9.2. Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Container Source Storage & Roll-Off for the collection of recyclables from commercial businesses and multi-family locations.

Sponsors: Emily Fisher

Attachments: 1. Franchise Agreement _ Vendor Signed

- 9.3. Presentation, discussion, and possible action regarding the City Council's Proclamation and Certificate of Recognition Policy Guidelines and adding the same policy to the City Council Relations Policy and Code of Ethics.

Sponsors: Tanya Smith

Attachments: 1. Council Relations Policy and Code of Ethics 2-22-24

2. City Council Proclamation Policy 2-22-24

- 9.4. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1015 "Traffic Schedules XV, two-

hour Parking 8:00 a.m. - 5:00 p.m. Monday - Friday," of the Code of Ordinances of the City of College Station, Texas, by amending the section catchline to reflect the schedule and amending the schedule to indicate if the location is limited to two-hour parking 24/7 or two-hour parking 8:00 a.m. - 5:00 p.m. Monday - Friday.

Sponsors: Debbie Eller

Attachments: 1. Sec. 38-1015 Ordinance Amendment

- 9.5. Presentation, discussion, and possible action on Change Order #2 with KBS Electrical Distributors, Inc. for an increase of \$40,452.12 for three-phase padmount transformers, for a new total not to exceed amount of \$535,737.17.

Sponsors: Mary Ellen Leonard

Attachments: 1. 22201993 CO2--RF

- 9.6. Presentation, discussion, and possible action on a contract with Schneider Engineering, LLC, dba SEnergy not to exceed \$200,000 for power generation resource development consulting services.

Sponsors: Timothy Crabb

Attachments: 1. Contract is available for review in the City Secretary's Office

- 9.7. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1012 "Traffic Schedule XII, Speed Limits," of the Code of Ordinances of the City of College Station, Texas establishing a speed limit of 40 mph on Greens Prairie Road between Arrington Drive and Dalton Drive.

Sponsors: Emily Fisher

Attachments: 1. Ordinance - Greens Prairie Speed Limit
2. Greens Prairie Exhibit

- 9.8. Presentation, discussion, and possible action regarding annual price agreements for copy, print and signage services with TOPS Printing Inc, dba AlphagraphicsBCS and Copy Stop Print Signs and Graphics not to exceed a combined \$175,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. RFP 24-023 Copy Print and Signage Services Price Sheet

- 9.9. Presentation, discussion, and possible action on a professional services contract with Burns & McDonnell for a comprehensive solid waste rate and feasibility study, not to exceed \$124,200.

Sponsors: Emily Fisher

Attachments: 1. Burns & McDonnell Scope and Fee
2. Contract No. 24300334 SW Rate Study

10. Workshop Agenda.

- 10.1. Presentation, discussion, and possible action regarding an update on Amazon's Prime Air drone delivery service in College Station.

Sponsors: Michael Ostrowski

Attachments: None

11. Regular Agenda.

- 11.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from WC Wellborn Commercial to PDD Planned Development District

on approximately 2 acres of land being Wellborn Settlement Phase Two, Block 2, Lot 72, generally located along FM 2154.

Sponsors: Robin Macias

Attachments:

1. Wellborn Grocery Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Existing Future Land Use
4. Rezoning Map
5. Rezoning Exhibit
6. Proposed Concept Plan
7. Variances Letter
8. Elevations

- 11.2. Presentation, discussion, and possible action regarding a Real Estate Contract with HFLPI-College Station, LLC for the sale of approximately 11.899 acres in the College Station Business Center generally located near the intersection of Gateway Boulevard and Lakeway Drive for the price of \$3,369,000.

Sponsors: Michael Ostrowski

Attachments:

1. College Station Business Center
2. Real Estate Contract (Hunton Family Limited Partnership I-City of College Station) 2-12-24

- 11.3. Presentation, discussion, and possible action on memorandum of understanding with the City of Bryan regarding Brazos Transit District Board Appointments.

Sponsors: Jason Schubert

Attachments: 1. BTM MOU Bryan and College Station Final 2-14-24

12. Council Calendar - Council May Discuss Upcoming Events.

13. 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.

14. 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)

15. 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.

16. 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 April 16, 2024 at 5:00 p.m.



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."

February 22, 2024

Item No. 7.1.

Proclaiming 2024 as the 25th Anniversary of the College Station ISD Education Foundation

Sponsor: Michael Ostrowski, Director of Economic Development

Reviewed By CBC: City Council

Agenda Caption: Presentation of a proclamation celebrating the 25th Anniversary of the College Station ISD Education Foundation.

Relationship to Strategic Goals:

- Good Governance
- Core Services & Infrastructure
- Diverse & Growing Economy

Recommendation(s): Staff recommends that City Council receive the proclamation.

Summary: College Station ISD Education Foundation was established in 1999 by a group of local community leaders to help provide an opportunity for businesses and individuals to support and bring excellence to our public schools. For the past twenty-five years, the organization has offered resources to promote learning, enhance teaching, and honor the accomplishments of students and teachers in the district by providing an opportunity for the local community to donate to the Foundation.

Budget & Financial Summary: N/A

Attachments:

1. Education Foundation Proclamation



Proclamation

WHEREAS, College Station ISD Education Foundation was established in 1999 by a group of local community leaders to help provide an opportunity for businesses and individuals to support and bring excellence to our public schools; and

WHEREAS, for the past twenty-five years, the organization offered resources to promote learning, enhance teaching, and honor the accomplishments of students and teachers in the district by providing an opportunity for the local community to donate to the Foundation; and

WHEREAS, CSISD Education Foundation has committed leadership, productive staff, and reliable volunteers who include a dedicated board of directors and has fostered mutually benefiting relationships with the district and local businesses. The organization is financially stable and fiscally responsible; and

WHEREAS, the organization has awarded \$2.6 million in teaching grants, and \$1.1 million in student scholarships; and

WHEREAS, the Foundation has also established and funded the Amy Anderson Literacy Legacy-Program, Chrissy's Closet, Senior Hall of Fame and Summer Day Camp Scholarships; and

WHEREAS, their annual fundraising event, "50 Men Who Can Cook", which allows local community and school leaders to prepare their recipe of choice for guests to taste and vote on, has raised over \$2 million to support CSISD teachers and students; and

WHEREAS, College Station ISD Education Foundation thanks the community for the support given to the foundation, and due to those contributions, programs such as teacher grants, scholarships, Chrissy's Closet, and more are made possible.

NOW, THEREFORE, I, John P. Nichols, Mayor of College Station do hereby proclaim the year 2024, as the

25th Anniversary of the College Station ISD Education Foundation

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of College Station to be affixed this 22nd day of February, 2024.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

February 22, 2024
Item No. 9.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• February 8, 2024 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM020824 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
FEBRUARY 8, 2024

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith
William Wright
Linda Harvell
Elizabeth Cunha
Bob Yancy
Dennis Maloney – absent

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy 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 February 8, 2024, 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, and §551.074-Personnel, and the College Station City Council convened into Executive Session at 4:00 p.m. on February 8, 2024, 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 & Geoffrey 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.
- 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.
- 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.
- Legal advice regarding enforcement of over four unrelated people.

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

- 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 6:10 p.m. No action was taken.

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

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Cunha, the City Council voted six (6) for and none (0) opposed, to approve an absence request from Councilmember Maloney for the February 8, 2023 Council Meeting. The motion carried unanimously.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation of a proclamation recognizing Black History Month.

Mayor Nichols presented a proclamation recognizing “Black History Month” to Lisa Mouton and Mildred Davis with the Brazos Valley African American Museum, as well as Cheletia Johnson, Supervisor of the Lincoln Recreation Center and Markeesha Watson, Asst Supervisor of the Lincoln Center.

6. Hear Visitors Comments.

Emily Rakov, College Station, came before Council to request that city consider an ordinance affirming equal treatment in housing based on sexual orientation and gender identity.

7. 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 7.3 was pulled from Consent for clarification.

(7.3) Sam Rivera, IT Director, explained the utilization of the city spare (or dark) fiber and the lease of City Fiber Optic Cable Facilities. As one of the companies currently leasing city spare (or dark) fiber, WireStar has requested an amendment to the lease agreement to add the use of additional fibers.

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

- **February 8, 2024, Council Meeting**

7.2. Presentation, discussion, possible action on an interlocal agreement between BVWACS and the City of College Station and an interlocal agreement for BVCOG to continue serving as Managing Entity of BVWACS.

7.3. Presentation, discussion, and possible action on an amendment to the lease agreement with WireStar for the use of City Dark Fiber Optic Cable increasing amount due to City by \$3,568.99.

7.4. Presentation, discussion, and possible action on a construction contract with BH Harris Construction, LLC. in the amount of \$907,272.38 for construction services for the Carter Creek Wastewater Treatment Plant Equipment Building Project, plus the City's contingency in the amount of \$100,000 for a total appropriation of \$1,007,272.38. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

7.5. Presentation, discussion, and possible action regarding Ordinance No. 2024-4500 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 Gilchrist Avenue between Texas Avenue and Foster Avenue.

7.6. Presentation, discussion, and possible action on an annual price agreement with Brazos Paving, Inc. for Cement Treated Base and Type D Grade 1 Cement Treated (4%) Recycled Crushed Concrete Base, not to exceed \$835,000.

7.7. Presentation, discussion, and possible action on a construction contract with C.F. McDonald Electric, Inc. for the Well #1, #2, and #3 motor control centers replacement project for \$1,329,469; plus, the City's contingency amount of \$132,947; for a total appropriation of \$1,462,416. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

7.8. Presentation, discussion, and possible action on a construction contract with Weisinger, Inc. for the Well #5 and Carrizo Well #1 Rehabilitation project for \$1,457,830; plus the City's contingency amount of \$142,170; for a total appropriation of \$1,600,000. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

7.9. Presentation, discussion, and possible action on annual purchases of auto parts, shop equipment and services from NAPA Auto Parts in the annual not-to-exceed \$180,000.

7.10. Presentation, discussion, and possible action on an annual blanket purchase order for repair parts and repair labor for fire trucks from Siddons-Martin Emergency Group not to exceed \$250,000.

7.11. Presentation, discussion, and possible action on annual tire purchases and retread services from Southern Tire Mart, LLC not-to-exceed \$310,000.

7.12. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Container Source Storage & Roll-Off for the collection of recyclables from commercial businesses and multi-family locations.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, to approve the Consent Items. The motion carried unanimously.

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action on Southside Historic District Street Signs.

Barbara Moore, University & Community Relations Manager, stated that representatives from the Southside neighborhood are raising funds to purchase new maroon street signs that celebrate the neighborhood's 100th anniversary. Mrs. Moore explained the Southside Street Signage Project:

- A collaboration between the Southside Neighborhood Association and the City of College Station.
- Current street signs will be replaced with customized signs and selected design elements.
- Signs will be fabricated by local sign company and installed by Public Works.
- The design was created by the Public Communications Department with direction from neighborhood group.
- The funds for this project were raised by the neighborhood. Signatures of support were obtained from residents.
- The Neighborhood Grant Program will be amended to include customized street signs as an eligible project.

At approximately 6:33 p.m., Mayor Nichols opened for Citizen Comments.

Brad Lancaster, College Station, came before Council to speak on behalf of a group in support of the proposed Historic District Street Signs. Mr. Lancaster provided a brief background of the Southside Historic Neighborhood, stating it was the first residential neighborhood separate from the A&M College campus in 1921. Created to escape the college rental market and create their own neighborhood community, a group of five college associates joined forces to incorporate and form the Southside Development Company. Due to the growth of students a realty company was formed property was purchased just east of College Park and created the Oakwood subdivision. Mr. Lancaster also explained that the City of College Station officially incorporated in 1938 and the College Hills neighborhood development quickly followed; growth continued, homes were being built and parks were being created.

Tammy Stein, College Station, came before Council regarding a home tour in the Southside Historic Neighborhood. She stated that guests will be able to tour four homes and discover the historical

significance of an additional seven homes – each to be highlighted in this year’s tour on Saturday, April 6. Proceeds will go to preserve and promote the Southside Historic Neighborhood.

Johnny Vincent, College Station, came before Council regarding the sign project to express his support for the work being done.

There being no further comments, the Citizen Comments was closed at 6:51 p.m.

8.2. Presentation, discussion, and possible action on an update from the College Station Police Department.

Billy Couch, Police Chief, provided an update on calendar year 2023 operations and activities for the College Station Police Department.

Calls For Service Reactive v. Proactive

 PD Calls for Service				 PD Proactive Calls			
<i>*Excludes o/c initiated incidents</i>	2021	2022	2023		2021	2022	2023
Priority 1	5,446	5,634	5,713	Traffic Stops	20,582	17,944	24,325
Priority 2	35,978	32,105	38,445	Focused Patrol	9,176	6,022	5,967
Priority 3	33,739	31,704	31,070	Community Contacts	3,226	1,924	2,799
Priority 4	20,139	15,687	16,872	Miscellaneous	3,102	2,805	2,645
TOTAL	95,302	85,130	92,100	TOTAL	36,086	28,695	35,736

Response Times

	2020	2021	2022	2023
P1 - Immediate Response	05:56	06:11	06:24	06:00
P2 - Immediate Non-Emer Response	06:34	06:53	06:47	06:17
P3 - Delayed Reponse	08:39	08:52	08:47	08:22
P4 - Response not Required	09:27	11:14	10:26	08:53

Crime Statistics

Year	2020*	2021	2022	2023
Total Calls	85,104	95,302	85,130	92,100
Murder	2	7	1	3
Sexual Assault	78	89	106	84
Robbery	15	17	10	8
Aggravated Robbery	13	19	7	14
Aggravated Assault	64	113	73	97
Burglary of a Habitation	244	190	159	129
Burglary of a Vehicle	598	507	503	449
Theft of Firearm	139	174	123	105

Significant Incidents in 2023

- Home Invasion Murder at Parkway Circle Apts.
- Agg Assault shooting at The Pearl Apartments
- Domestic Violence/ Kidnapping on Raymond Stotzer Pkwy.
- Officer Involved Shooting on Spring Loop
- Agg Assault shooting at The Pearl Apartments
- Domestic Violence/ Kidnapping on Raymond Stotzer Pkwy.
- Agg Assault Shooting at Arbor Square Apts.
- Agg Assault shooting at Woodstock Condos
- Agg Assault shooting at the Bend at Crescent Pointe
- Domestic Violence Murder on Renee Lane
- Double Murder: neighbor dispute on Potomac Place
- Agg Assault shooting at the Pearl Apts.
- Agg Assault shooting at the Grand Apts.
- Agg Assault shooting at Holleman Oaks Apts.
- Bank Jugging at Razzoo's Café – Two males arrested.
- Agg Assault Deadly Weapon at The Knights Club

Unit Profile: K9 Units

- | | | |
|---|------------------------------|--|
| ▪ Foundational Training is four months through the Utah Post. | ▪ Patrol | ▪ Narcotics Detection |
| ▪ Canine and Handler focused training | ▪ Handler Defense | ▪ Open area Grass or Wooded terrain |
| ▪ Two months dedicated to Patrol | ▪ Obedience | ▪ Buried Hides |
| ▪ Two months dedicated to Narcotics | ▪ Neutrality to Gunfire | ▪ Vehicle Hides / Interior or Exterior |
| | ▪ Handler Control | ▪ Hides with high animal traffic |
| | ▪ Tracking | ▪ Hides within Buildings |
| | ▪ Area Search for Persons | ▪ Parcel or Luggage Hides |
| | ▪ Evidence/ Article Recovery | |
| | ▪ Building Searches | |
| | ▪ Apprehension | |

Crisis Intervention Team

- Current Police officers receive a 40-hour course in the Police Academy on Crisis Intervention Training
- In 2018-2019 we trained all officers in our organization on this same material
 - Solidified the department culture for addressing people with mental health disorders
 - The majority of calls involving mental health consumers are taken by patrol officers as a matter of routine.
- Our Crisis Intervention Team receive additional training to become certified Mental Health Peace Officers
 - These officers respond to a handle the more unique or challenging calls involving mental health consumers.

At approximately 7:40 p.m., Mayor Nichols opened for Citizen Comments.

Tre Watson, College Station, addressed the council, stating that while he does not dislike the police, he does think they should do more and that he has the right to question an officer. Mr. Watson also requested Council to have the police to be transparent and accountable.

There being no further comments, the Citizen Comments was closed at 7:42 p.m.

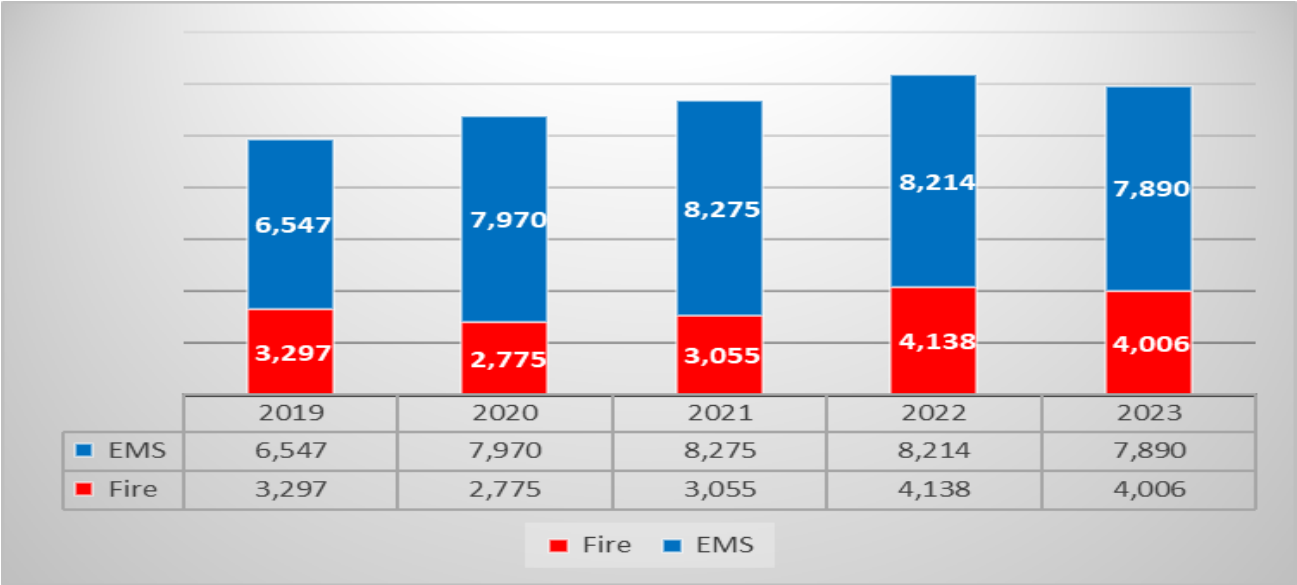
8.3. Presentation, discussion, and possible action on an update from the College Station Fire Department.

Richard Mann, Fire Chief, provided an update on calendar year 2023 operations and activities for the College Station Fire Department.

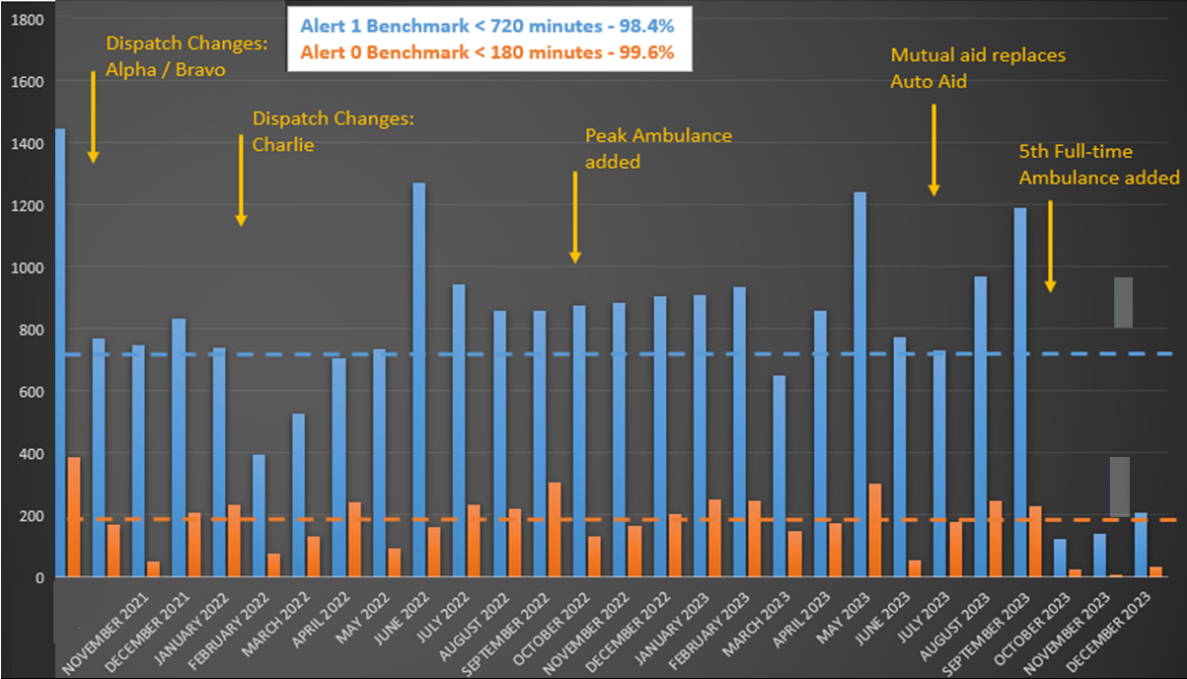
2023 Response Data and Update on Auto Aid to Mutual Aid w/ Bryan

- Total call volume decreased by 3.7% in 2023 (66% EMS Call / 34% Fire Call)
 - ✓ Attributed to changes in automatic aid
- Call volume increased by 74% since 2012 (6841 calls)
- Most Common Call Types (all-hazard public safety agency - Fire/EMS calls intertwined)
 - ✓ MVA – 4th most frequent call type, both Fire/EMS – dangerous

Call Volume Trends



Results of the Investment in EMS Capacity



Station 7 Update

- Land Acquisition: Closed on 4 acres at 2981 Greens Prairie Rd – October 2023

- Fire Engine: Order placed October 2023 with an estimated delivery July 2026
- Architectural Design: Martinez Architecture awarded January 2024
- Next Steps
 - ✓ Initiate Phase I & II staffing plan including SAFER grants 2024 & 2025
 - ✓ Securing General Contractor
 - ✓ Design work & approvals
 - ✓ Construction (est. 14-18 months)
 - ✓ Target opening September 11, 2026
 - ✓

Status of Grant Program Opportunities

- Staffing for Adequate Fire & Emergency Response (SAFER)
- Assistance to Firefighters Grant (AFG)
- Tx Homeland Security Grant
- AFG Fire Prevention Grant

On-Going Challenges

- Medical supply costs & availability
- Apparatus production times: Engines 46 months, Ladders 42 months, Ambulances 24-30 months
- Maintaining Inspection Cycle
- Increasing paramedic staffing

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2024-4501 vacating and abandoning a 0.126-acre portion of a 15-foot wide Public Utility Easement located in Lot 3, Block 1 of Waters Edge Subdivision, according to the plat recorded in Volume 18474, page 262 of the Official Public Records of Brazos County, Texas.

Lindsey Pressler, Planning and Development, stated that 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 intended for utilities extending through the property. A new easement on the eastern side of the lot has been dedicated for this purpose. The abandonment will not prevent utility access for the rear tract. The public utility easement is 15-feet-wide, extending 365 feet northeast from near Harvey Mitchell onto the 1.41-acre lot.

At approximately 8:30 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:30 p.m.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Yancy, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2024-4501, vacating and abandoning a 0.126-acre portion of a 15-foot wide Public Utility Easement located in Lot 3, Block 1 of Waters Edge Subdivision, according to the plat recorded in Volume 18474, page 262 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

9.2. Presentation, discussion, and possible action regarding an appointment to the Parks and Recreation Board.

MOTION: Upon a motion made by Councilmember Harvell and a second by Councilmember Yancy, the City Council voted six (6) for and none (0) opposed, to appoint David White for a 2-year unexpired term to the Parks and Recreation Board. The motion carried unanimously.

10. Council Calendar

Council reviewed the calendar.

11. 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 a dance at the Recreation Center for ages 6-10 and the new Utility Billing System.

12. 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)

Councilmember Yancy reported on the Health Board.

13. 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.

No future items at this time.

14. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 8:40 p.m. on Thursday, February 8, 2024.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

February 22, 2024

Item No. 9.2.

Container Source Storage & Roll-Off Franchise Agreement Ordinance Second Reading

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Container Source Storage & Roll-Off for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this franchise agreement ordinance.

Summary: This item is an ordinance granting Container Source Storage & Roll-Off a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

This franchise agreement allows Container Source Storage & Roll-Off to collect and haul recyclables and construction and demolition debris from commercial, industrial, and multi-family sites. This standard agreement sets the franchise fee based on the contractors' monthly gross revenues, delivery revenues, and hauling revenues, as well as the percentage of aggregate recycling and composting. Contractors must provide the total number of customers and total tons landfilled quarterly but are not required to disclose specific sites that are utilizing recycling services. The term of this agreement is five years.

If the second reading of this franchise agreement ordinance is approved, the city will have a total of eighteen (18) franchised haulers. This list can be found on the city's website under Public Works.

Budget & Financial Summary: N/A

Attachments:

1. Franchise Agreement _ Vendor Signed



CONTRACT#: 24300244 PROJECT#: N/A BID/RFP/RFQ#: N/A

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ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

AN ORDINANCE GRANTING CONTRACTOR, CONTAINER SOURCE STORAGE AND ROLL-OFF, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION (“CITY”) FOR THE PURPOSE OF PROVIDING COLLECTION OF DEMOLITION AND CONSTRUCTION DEBRIS, RECYCABLES, AND ORGANIC WASTE FROM COMMERCIAL, INDUSTRIAL, AND MULTI-FAMILY SITES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.

WHEREAS, the City, by ordinance, exclusively provides all solid waste collection and disposal services for solid waste aggregated from within the City limits including, but not limited to Recyclables; and

WHEREAS, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection of Solid Waste and Recyclables generated within the City limits; and

WHEREAS, the City of College Station desires to exercise the Charter’s authority and grant a non-exclusive franchise to Contractor for collection of demolition and construction debris and other waste for disposal using roll off containers, and recyclable materials, and organic waste from multifamily and commercial locations for the purpose of recycling.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS,

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ARTICLE I. DEFINITIONS

- 1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.
- 1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.
- 1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.
- 1.4 **City Council or Council** means the governing body of the City of College Station, Texas.
- 1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.
- 1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.
- 1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.
- 1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.
- 1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.
- 1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.
- 1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.
- 1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.
- 1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.
- 1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

- 1.15 **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.
- 1.16 **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.
- 1.17 **TAC** means the Texas Administrative Code now and as amended.
- 1.18 **TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

- 2.1 **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.
- 2.2 **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.
- 2.3 **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.
- 2.4 **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

- 3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

- a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.
- b. A fee is required, equivalent to six and one half percent (6.5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least fifty-five percent (55%) but less than sixty percent (60%) of Recyclables collected.
- c. A fee is required, equivalent to eight percent (8%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting less than fifty-five percent (55%) of Recyclables collected.

3.2 Payments. Revenue received by Contractor from this Agreement is subject to the Franchise Fee and shall be computed into Contractor's monthly gross revenues, delivery revenues, hauling revenues, and rates, as described in **Exhibit A**. Payment will be paid quarterly to the City, and shall be due by the twentieth (20th) day of the month following the end of the previous calendar quarter. Payment after that date shall incur a ten percent (10%) late fee on the outstanding account balance under Article V.

3.3 Failure to Pay. Failure by Contractor to pay any amount due under this franchise constitutes a Failure to Perform under this contract and is subject to the provisions of Article XV. General Terms of this Agreement (Termination for Cause).

3.4 Franchise Fee Requirements. Payments must state on a form approved by the City:

- a. The number and type of Customers collected from, for the previous quarter, for Customers included in this Agreement.
- b. The total tons landfilled, recycled or composted, within the jurisdictional limits of the City, for the previous quarter.
- c. The total gross revenues for the previous calendar quarter, for revenues generated under this agreement.
- d. The total payment amount.

3.5 Term. The term of this Agreement shall be for a period of five (5) years, beginning on the date of acceptance and approval by City Council.

ARTICLE IV. ACCESS TO RECORDS & REPORTING

- 4.1 Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- 4.2 Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- 4.3 Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.
- 4.4 Activity Report.** Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20th) calendar day of each month. Contractor's report shall include the following information:
- a. The Customer collection count, itemized by customer type.
 - b. Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
 - c. Any other information concerning the collections as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

- 5.1** The Contractor shall follow the Schedule of Rates attached hereto as **Exhibit A** for the services described herein. The rates provided shall be kept current and made available to the City's Representative within thirty (30) days of an adopted rate change. The Contractor agrees to use due diligence to keep costs from increasing.

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

- 6.1 Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained and are in good working condition. Equipment must be washed at least one time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient collection. The City shall have the right to inspect and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

- 6.2 Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.
- 6.3 Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT

- 7.1 Transport.** The Contractor shall only transport collected materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste or any other type of waste intended for disposal from any other project.
- 7.2 Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

- 8.1 Placement.** All roll-offs, compactors, and receptacles placed in service shall be located in such a manner so as not to be a safety or traffic hazard. Under no circumstances shall Contractor place roll-offs, compactors, or receptacles on public streets, alleys, or thoroughfares without prior approval of the City's Representative. City reserves the right to designate the exact location of any or all roll-offs, compactors, or containers placed in service in the City.
- 8.2 City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

- 9.1 Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.
- 9.2 Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

- 9.3 Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.
- 9.4 Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars (\$300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

- 10.1 Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWM, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.
- 10.2 Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

ARTICLE XI. VIOLATION AND PENALTY

- 11.1 Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 11.2 Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

- 12.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.
- 12.2** The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

ARTICLE XIII. INDEMNIFICATION AND RELEASE

- 13.1 Indemnification.** Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.
- 13.2 Release.** The Contractor assumes full responsibility for the work to be performed hereunder and hereby 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 or death of any person and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE XIV. DISPUTES AND MEDIATION

- 14.1 Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.
- 14.2 Mediation.** If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.
- 14.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

15.1 Performance. Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.

15.2 Termination.

a. For Convenience. At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.

b. For Cause. City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.

c. Hearing. This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.

15.3 Venue. 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.

15.4 Amendment. This Agreement may only be amended by written instrument approved and executed by the parties.

15.5 Taxes. The City is tax exempt and is not responsible for the payment of any taxes.

15.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.

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

15.8 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.

15.9 Invalid Provisions. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

15.10 Entire Agreement. This Agreement represents the entire agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.

15.11 Agree to Terms. The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.

15.12 Effective Date. According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.

15.13 Notice. Any official notice under this Agreement will be sent to the following addresses:

City of College Station
Attn: Caroline Ask
PO BOX 9960
College Station, TX 77842
cask@cstx.gov

Container Source Storage and Roll-Off
Attn: Dylan Dollar, Manager
12662 HWY 36 N
Brenham, TX 77833
sales@containersourceinc.com

15.14 List of Exhibits. All exhibits to this Agreement are incorporated and made part of this Agreement for all purposes.

- A. Schedule of Rates
- B. Insurance Requirements
- C. Certificates of Insurance

15.15 Public Meetings and Readings. This Agreement was passed, adopted and approved according to Texas Government Code Chapter 551.

- a. First Consideration & Approval on the 8 day of February, 2024.
- b. Second Consideration & Approval on the 22 day of February, 2024.

**CONTAINER SOURCE STORAGEE
AND ROLL-OFF**

By: Dylan Dollar

Printed Name: Dylan Dollar

Title: **Owner/Member**

Date: 1/26/2024

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

John A. Haislet

City Attorney

Date: 1/29/2024

Jim Enster

Assistant City Manager/CFO

Date: 1/29/2024

EXHIBIT A. SCHEDULE OF RATES

- I. Contractor's base rate is below, and may increase, depending on a variety of conditions, including but not limited to:
- a. Location of Customer
 - b. Impact on Existing Routes
 - c. Ingress and Egress Capabilities
 - d. Special Requests by Customers
 - e. Frequency of Collections
 - f. Volume of Materials
 - g. Type of Materials
 - h. External Contributing Conditions of Market Costs

College Station Roll-Off Rates 2024

20YD- \$375

30YD- \$425

40YD- \$475

Each dumpster includes 3 tons of free disposal. Any debris over 3 tons will be an additional \$30/ton.

These prices also include 10 days. There will be a \$5/day charge for each day over 10 days.

EXHIBIT B. INSURANCE REQUIREMENTS

Throughout the term of this Agreement the Contractor must comply with the following:

I. Standard Insurance Policies Required:

- a. Commercial General Liability
- b. Business Automobile Liability
- c. Workers' Compensation

II. General Requirements Applicable to All Policies:

- a. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- b. Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Agreement; shall be attached to this Agreement as **Exhibit C**; and shall be approved by the City before work begins.
- c. Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- d. The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- e. The City will not accept "claims made" policies.
- f. Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

III. Commercial General Liability

- a. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- c. Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000. Limits shall be endorsed to be per project.
- d. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- e. The coverage shall include, but not be limited to the following:
premises/operations with separate aggregate; independent contracts;
products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

IV. Business Automobile Liability

- a. Business Automobile Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- b. Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain
- c. Combined Single Limit of Liability not less than \$1,000,000 per occurrence for bodily injury and property damage.
- d. The Business Auto Policy must show Symbol 1 in the Covered Autos Portion of the liability section in Item 2 of the declarations page
- e. The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos.

V. Workers' Compensation Insurance

- a. Workers compensation insurance shall include the following terms:
 - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are 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 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"

EXHIBIT C. CERTIFICATES OF INSURANCE



CONTSOU-01

SDRAEHN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2024

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 Wellmann Insurance Agency, Inc 103 E Academy St. Brenham, TX 77833	CONTACT NAME: Stacie Draehn	
	PHONE (A/C, No, Ext): (979) 836-3613 FAX (A/C, No): (979) 836-6990	
	E-MAIL ADDRESS: sdraehn@wellmanninsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Acuity	14184
INSURED Container Source LLC 12662 HWY 36 N Brenham, TX 77833	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			ZK8506	9/20/2023	9/20/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			ZK8506	9/20/2023	9/20/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			ZK8506	9/20/2023	9/20/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N 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 \$

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

Included:

CA-9948R Pollution Liability - Broadened Coverage for Covered Autos - Business Auto and Motor Carrier Coverage Forms, CA-7274 Motor Carrier Endorsement, CU-7043 Pollution Exclusion - Autos, CA-7100 End. for motor carrier policies of insurance for public liability form MCS-90
Blanket endorsements included and applicable when agreed with named insured in written contract or agreement. Insurance is Primary & Non-Contributory (endorsement CG0001R)
CG-7264 Waiver of Transfer of Rights of Recovery Against Others to Us-Automatic Status
CG-2043R Additional Insured - Automatic Status
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of College Station PO Box 9960 College Station, TX 77842	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



ADDITIONAL REMARKS SCHEDULE

AGENCY Wellmann Insurance Agency, Inc		NAMED INSURED Container Source LLC 12662 HWY 36 N Brenham, TX 77833
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
CA-7214 Additional Insured Primary (auto)
CU-7098 Additional Insured (umbrella)

IL7002: 30 day Notice of Cancellation Endorsement is in favor of the certificate holder.



SMITPRO-01

TSOUTH1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2024

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 Rollo Insurance Group, Inc 1202 Amistad Loop College Station, TX 77845	CONTACT NAME: PHONE (A/C, No, Ext): (979) 307-7700 FAX (A/C, No): E-MAIL ADDRESS: jon.ellison@rolloinsurance.com
	INSURER(S) AFFORDING COVERAGE INSURER A : Texas Mutual Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Smith's Pro-tech Auto Repair LLC; Container Source LLC 601 Harvey Rd College Station, TX 77840-3453	NAIC # 22945

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 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		0001302507	3/4/2023	3/4/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

City of College Station 1101 Texas Ave College Station, TX 77840	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
--	---

Workers' Compensation and Employer's Liability Policy

NCCI Carrier Code: 29939

Information Page

Insured copy

Item 1 Insured name and address Producer 14005	Policy number 0001302507 SMITHS PRO TEC AUTO REPAIR LLC DBA: PRO-TECH AUTO REPAIR 601 HARVEY RD COLLEGE STATION TX 77840-3453 Other workplaces not shown above See Schedule of Operations attached. ROLLO INSURANCE GROUP INC 1500 EARL RUDDER FWY S COLLEGE STATION TX 77840-2677 Federal tax ID 813431479 Interim adjustment Annual Entity LLC Bureau no. 421573492 Branch Houston Renewal of 0001302507																																	
Item 2	The policy period is from: 3/4/23 To: 3/4/24 12:01 a.m. standard time at the insured's mailing address																																	
Item 3	A. Workers' Compensation Insurance: Part One of the policy applies to the Workers' Compensation Law of the states listed here: Texas B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A. The Limits of our Liability under Part Two are: <table border="0" style="width: 100%;"> <tr> <td style="text-align: right;">Bodily Injury by Accident</td> <td style="text-align: right;">\$500,000.00</td> <td style="text-align: right;">Each Accident</td> </tr> <tr> <td style="text-align: right;">Bodily Injury by Disease</td> <td style="text-align: right;">\$500,000.00</td> <td style="text-align: right;">Policy Limit</td> </tr> <tr> <td style="text-align: right;">Bodily Injury by Disease</td> <td style="text-align: right;">\$500,000.00</td> <td style="text-align: right;">Each Employee</td> </tr> </table> C. Other States Insurance: Part Three of the policy applies to the states, if any, listed here: None D. This policy includes these endorsements and schedules: see Schedule of Endorsements attached.	Bodily Injury by Accident	\$500,000.00	Each Accident	Bodily Injury by Disease	\$500,000.00	Policy Limit	Bodily Injury by Disease	\$500,000.00	Each Employee																								
Bodily Injury by Accident	\$500,000.00	Each Accident																																
Bodily Injury by Disease	\$500,000.00	Policy Limit																																
Bodily Injury by Disease	\$500,000.00	Each Employee																																
Item 4	The premium for this policy will be determined by our manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit. <table border="0" style="width: 100%;"> <tr> <td></td> <td style="text-align: right;">Payroll</td> <td style="text-align: right;">Premium</td> </tr> <tr> <td>Total payroll and estimated manual premium</td> <td style="text-align: right;">\$451,986.00</td> <td style="text-align: right;">\$9,155.00</td> </tr> </table> <table border="0" style="width: 100%;"> <tr> <td style="text-align: left;">Description</td> <td style="text-align: right;">Factor</td> <td style="text-align: right;">Amount</td> </tr> <tr> <td>Waiver of Subrogation</td> <td></td> <td style="text-align: right;">183.00</td> </tr> <tr> <td>Increased Limits Factor 500,000/500,000/500,000</td> <td style="text-align: right;">0.011</td> <td style="text-align: right;">101.00</td> </tr> <tr> <td>Experience Modifier</td> <td></td> <td style="text-align: right;">(850.00)</td> </tr> <tr> <td>Schedule Modifier</td> <td style="text-align: right;">0.810</td> <td style="text-align: right;">(1,632.00)</td> </tr> <tr> <td>Healthcare Network Option</td> <td style="text-align: right;">0.120</td> <td style="text-align: right;">(835.00)</td> </tr> <tr> <td>Premium Discount</td> <td style="text-align: right;">0.017</td> <td style="text-align: right;">(104.00)</td> </tr> <tr> <td>Expense Constant</td> <td></td> <td style="text-align: right;">150.00</td> </tr> <tr> <td>Total estimated annual premium</td> <td></td> <td style="text-align: right;">\$6,168.00</td> </tr> </table> Minimum premium \$250.00 Issue date: 1/26/23 Countersigned by  Includes copyright material of the National Council on Compensation Insurance, Inc. used with its permission ©Copyright 2023 National Council of Compensation Insurance, Inc. All rights reserved.		Payroll	Premium	Total payroll and estimated manual premium	\$451,986.00	\$9,155.00	Description	Factor	Amount	Waiver of Subrogation		183.00	Increased Limits Factor 500,000/500,000/500,000	0.011	101.00	Experience Modifier		(850.00)	Schedule Modifier	0.810	(1,632.00)	Healthcare Network Option	0.120	(835.00)	Premium Discount	0.017	(104.00)	Expense Constant		150.00	Total estimated annual premium		\$6,168.00
	Payroll	Premium																																
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Total estimated annual premium		\$6,168.00																																

Workers' Compensation and Employer's Liability Policy

Policy number	Issue date	Policy period
0001302507	1/26/23	3/4/23 to 3/4/24

Extension of Information Page

Item 1: Insured Name Extended

Insured copy

Additional named insured	FEIN	Entity
CONTAINER SOURCE LLC	813082190	LLC

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 3/4/23 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001302507 of Texas Mutual Insurance Company effective on 3/4/23

Issued to: SMITHS PRO TEC AUTO REPAIR LLC

DBA: PRO-TECH AUTO REPAIR

This is not a bill

NCCI Carrier Code: 29939



Authorized representative

1/26/23

Workers' Compensation and Employer's Liability Policy

Policy number 0001302507
Issue date 1/26/23
Policy period 3/4/23 to 3/4/24

Extension of Information Page

Item 1: Locations

Insured copy

Location	Address	Effective	Expires
00001	SMITHS PRO TEC AUTO REPAIR LLC 601 HARVEY RD COLLEGE STATION, TX 77840-3453	3/4/23	3/4/24
00002	SMITHS PRO TEC AUTO REPAIR LLC 101 WHISPER LN BRENHAM, TX 77833-1175	3/4/23	3/4/24
00003	SMITHS PRO TEC AUTO REPAIR LLC 12662 HIGHWAY 36 N BRENHAM, TX 77833-5780	3/4/23	3/4/24

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 3/4/23 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001302507 of Texas Mutual Insurance Company effective on 3/4/23

Issued to: SMITHS PRO TEC AUTO REPAIR LLC

DBA: PRO-TECH AUTO REPAIR

This is not a bill

NCCI Carrier Code: 29939



Authorized representative

1/26/23

Workers' Compensation and Employer's Liability Policy

Policy number 0001302507
Issue date 1/26/23
Policy period 3/4/23 to 3/4/24

Schedule of Operations

Item 4: Premium Calculation

Insured copy

Class codes for primary named insured

State	Location	Code	Classification	Premium basis total estimated annual remuneration	Rate per \$100 of remuneration	Estimated annual premium
3/4/23 to 3/4/24						
42	00001	8107	Brass or Copper Dealer-Wholesale-& Drivers	251,612.00	2.420	6,089.00
42	00001	8391	Automobile Repair Shop & Parts Department Employees, Drivers	200,374.00	1.530	3,066.00
42	00002	8391	Automobile Repair Shop & Parts Department Employees, Drivers	If any	1.530	0.00
42	00003	8391	Automobile Repair Shop & Parts Department Employees, Drivers	If any	1.530	0.00
Estimated manual premium						\$9,155.00
	0930	Blanket Waiver: ALL TEXAS OPERATIONS 03/04/2023 - 03/04/2024			0.020	183.00
	9807	Increased Limits Factor 500,000/500,000/500,000			0.011	101.00
	9898	Experience Modifier of 0.91			0.910	(850.00)
	9887	Schedule Modifier			0.810	(1,632.00)
	9874	Healthcare Network Option			0.120	(835.00)
	0063	Premium Discount			0.017	(104.00)
	0900	Expense Constant			1.000	150.00
Total payroll and Texas total premium				\$451,986.00		\$6,168.00

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 3/4/23 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001302507 of Texas Mutual Insurance Company effective on 3/4/23

Issued to: SMITHS PRO TEC AUTO REPAIR LLC

DBA: PRO-TECH AUTO REPAIR

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

1/26/23

February 22, 2024

Item No. 9.3.

Proclamation/Certificate Policy and Update to Council Relations Policy

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the City Council's Proclamation and Certificate of Recognition Policy Guidelines and adding the same policy to the City Council Relations Policy and Code of Ethics.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends approval of the policy and the updates.

Summary: The City Council's Proclamation and Certificate of Recognition Policy Guidelines is to provide guidance and procedures to the Council and Mayor regarding those documents. The procedures for accepting proclamations or certificates have always existed, but there has never been a written policy. Additionally, the staff suggests adding language regarding this policy and the Mayor's authority as the proclamation's decision-maker to the Council Relations Policy and Code of Ethics.

Budget & Financial Summary: N/A

Attachments:

1. Council Relations Policy and Code of Ethics 2-22-24
2. City Council Proclamation Policy 2-22-24

CITY COUNCIL RELATIONS POLICY AND CODE OF ETHICS

The College Station City Council is the governing body for the City of College Station; therefore, it must bear the initial responsibility for the integrity of governance. The council is responsible for its own development (both as a body and as individuals), its responsibilities, its own discipline, and its own performance. The development of this policy is designed to ensure effective and efficient governance.

This policy will address mayor and council relations, council and staff relations, council and media relations, social media relations, and videoconferencing. By adopting these guidelines for elected officials, we acknowledge our responsibility to each other, to our professional staff, and to the public. The city council will govern the city in a manner associated with a commitment to the preservation of the values and integrity of representative local government and democracy, and a dedication to the promotion of efficient and effective governing. The following statements will serve as a guide and acknowledge the commitment being made in this service to the community:

1. The council recognizes as high priorities the continual improvement of the member's professional ability and the promotion of an atmosphere conducive to the fair exchange of ideas and policies among members.
2. The council will endeavor to keep the community informed on municipal affairs; encourage communication between the citizens and the city council; and strive for strong, working relationships between College Station and Brazos County, Bryan, and College Station Independent School District elected officials, as well as TAMU officials, and Blinn College students, faculty staff and administrators.
3. In its governance role, the council will continue to be dedicated to friendly and courteous relationships with staff, other council members, and the public, and will seek to improve the quality and image of public service.
4. The council will also strive to recognize its responsibility to future generations by addressing the interrelatedness of the social, cultural, and physical characteristics of the community when making policies.
5. And finally, each council member will make a commitment to improve the quality of life for the individual and the community, and to be dedicated to the faithful stewardship of the public trust.

Mission Statement. In order to ensure proper discharge of duties for the improvement of democratic local government, College Station City Council members should display behavior that demonstrates independent, impartial review of all matters addressed by them, and be duly responsible to the citizens of College Station and to each other in their relationships.

CORE VALUES

1. The health, safety, and general well-being of the community.
2. Excellence in customer service.
3. Fiscal responsibility.
4. Citizen involvement and participation.
5. Collaboration and cooperation.
6. Regionalism as an active member of the Brazos Valley community and beyond.
7. Activities that promote local autonomy.
8. Plan and collaborate with Texas A&M University.

Section I: Mayor-City Council Relations.

A. Mayor's Responsibilities.

1. The mayor shall be the presiding officer at all meetings. The mayor pro-tem shall preside in the absence of the mayor.
2. The mayor shall have a voice in all matters before the council and may vote on all agenda items requiring council action.
3. The mayor is responsible for keeping the meetings orderly by recognizing each council member for discussion, encouraging debate among members, and limiting discussion to the agenda item under consideration.
4. The mayor is the spokesperson for the council on all matters unless absent, at which time the mayor pro tempore or the appropriate designee will assume the role.
5. The mayor will encourage all council members to participate in council discussion and give each member an opportunity to speak before any member can speak again on the same subject. The mayor may limit each council member to a reasonable time limit to speak to ensure efficient use of time.
6. Should a conflict arise among council members, the mayor will serve as a mediator.
7. The mayor or appropriate designee is responsible for ensuring an orientation of all new council members is conducted after an election. The orientation should include council procedures, staff and media relations, current agenda items

municipal leadership training programs, and legal issues governing the behavior of local officials including the Texas Open Meetings Act, Public Information Act, and conflicts of interest.

8. Proclamation or Certificate of Recognition is issued at the Mayor's discretion according to the City Council Proclamation and Certificate of Recognition Policy and Guidelines and may be issued at no charge to recognize:
 - i. A College Station organization for exceptional success or commitment to the community.
 - ii. A College Station resident who accomplishes a goal much above the norm.
 - iii. Special occasions or holidays honoring the City's heritage or a College Station neighborhood.
 - iv. A nationally recognized day, week, or month for City departments and services like "Public Works Week," or "Parks and Recreation Month," or for professional or health groups if a local chapter makes a request. The day, week, or month of a proclamation is not reserved exclusively for one organization.
9. A Proclamation or Certificate of Recognition are typically not made under the following situations:
 - i. Deceased persons.
 - ii. Birthdays less than 100 years old.
 - iii. Anniversaries or weddings.
 - iv. Organizations or people with no direct connection to the City of College Station.
 - v. Matters of political controversy, ideological beliefs, or personal convictions.
 - vi. Business anniversaries other than those of 50, 75, and 100 years.

B. Council Responsibilities.

1. Any council member may request the presiding official to place an item on a future agenda for discussion, with a majority of the council. Should staff time be required to address this item, the mayor will canvass all council members to determine the support for commitment of staff time and resources. The same action should be taken by the mayor when council concerns require staff time and budget.
2. Each new council member is required to attend the new council orientation after an election. Each council member is encouraged to attend at least one Texas Municipal League sponsored conference each year in order to stay informed on issues facing municipalities.

3. It is the responsibility of council members to be informed about previous action taken by the council in their absence by speaking with the city secretary, the city manager or watching the meeting video. In the case of absence from a workshop session where information is given, the individual council member is responsible for obtaining this information prior to the council meeting when said item is to be voted upon.
 4. When addressing an agenda item, the council member shall first be recognized by the mayor, confine himself/herself to the question under debate, avoid reference to personalities, and refrain from impugning the integrity or motives of any other council member or staff member in his/her argument or vote.
 5. In the absence of a ruling by the mayor on any procedural matter, a council member may move to change the order of business or make any other procedural decision deemed appropriate. The affirmative vote of a majority of the council members present and voting shall be necessary to approve the motion.
 6. Any council member may appeal to the council as a whole from a ruling by the mayor. If the appeal is seconded, the person making the appeal may make a brief statement and the mayor may explain his/her position, but no other member may speak on the motion. The mayor will then put the ruling to a vote of the council.
 7. Any council member may ask the mayor to enforce the rules established by the council. Should the mayor fail to do so, a majority vote of the council members present shall require him/her to do so.
 8. When a council member is appointed to serve as liaison to a board, commission or committee, the council member is responsible for keeping all council members informed of significant activities of that board, commission or committee.
 9. In the event a board or committee member is absent from three meetings in a twelve-month period that are considered unexcused by definition the city secretary shall notify the member by letter requesting an explanation for the absences. After reviewing the explanation for absences, if City Council the finds that the absences are unexcused, the council may choose to notify the member of the importance of regular attendance or to remove a member for non-attendance and any range of response in between. The council response shall consider the member's prior service, reasons for absences, likelihood of future attendance, and the necessity for the city board, commission, or committee to carry out its responsibilities. The council may, after due consideration, remove a member of the board, commission, or committee for any other good cause related to performance of duty.
- C. Council Personal Interest.** No city council member should have a financial interest, direct or indirect, or by reason of ownership of stock in any corporation, in any contract with the city, or be financially interested, directly or indirectly, in the sale to, or purchase

from, the city of any land, materials, supplies or services except on behalf of the city; provided, however, the provisions in the City Charter shall only be applicable when the stock owned by the council member exceeds one percent (1%) of the total capital stock of the corporation. Any violation with the knowledge expresses or implied of the person or corporation contracting with the city must render the contract voidable by the council or city manager.

D. Code of Conduct for Mayor and Council Members.

1. During the council meetings, council members shall preserve order and decorum, shall not interrupt or delay proceedings, and shall not refuse to obey the orders of the mayor or the rules of the council. Council members shall demonstrate respect and courtesy to each other, to city staff members, and to members of the public appearing before the council. Council members shall refrain from rude and derogatory remarks and shall not belittle staff members, other council members, or members of the public.
2. Council members should not use their position to secure special privileges and should avoid situations that could cause any person to believe that they may have brought bias or partiality to a question before the council.
3. Members of the council will not condone any unethical or illegal activity. All members of the council agree to uphold the intent of this policy and to govern their actions accordingly.

E. Council Campaign Contribution. In compliance with the City Charter, council members are required to both disclose any campaign contribution in excess of \$500.00 by filing an affidavit with the city secretary and abstaining from participating in and voting on any matter before the city council if the matter before the council would materially benefit the campaign contributor or any business entity in which the campaign contributor has a substantial interest.

Section II: Council and Staff Relations. No single relationship is as important as that of the council and their city manager in effectively governing the City of College Station. It is for this reason that the council and the city manager must understand their respective roles in that process. The city manager is the primary link between the council and the city staff. The council's relationship with the staff shall be through the city manager.

1. In order to ensure proper presentation of agenda items by staff, questions arising from council members after receiving their information packet should be, whenever possible, presented to the city manager for staff consideration prior to the council meeting. This allows staff time to address the council member's concern and provide all council members with the additional information.
2. The city manager shall designate the appropriate staff member to address each agenda item and shall see that each presentation is prepared and presented in order to inform

and educate the council on the issues which require council action. The presentation should be professional, timely, and allow for discussion of options for resolving the issue. The staff member making the presentation shall either make it clear that no Council action is required, present the staff recommendation, or present the specific options for council consideration.

3. The city manager is directly responsible for providing information to all the council concerning any inquiries by a specific council member. If the city manager or his/her staff's time is being dominated or misdirected by a council member, it is his/her responsibility to inform the mayor of the concern (any action necessary is covered under Section I A:7).
4. The city manager will be held responsible for the professional and ethical behavior of himself/herself and the discipline of his/her staff. The city manager is also responsible for seeing that his/her staff also receives the education and information necessary to address the issues facing municipal government.
5. Any conflicts arising between the city staff and the council will be addressed by the mayor and the city manager.
6. All staff members shall show each other, each council member, and the public respect and courtesy at all times. They are also responsible for making objective, professional presentations to ensure public confidence in the process.
7. The city manager, after an election, will make sure that staff has prepared information needed for the orientation of new council members and inform them of any Texas Municipal League conferences and seminars available. The city manager will also be responsible for meeting personally with new members and informing them about city facilities and procedures.

Section III: Council and Media Relations. Since the democratic form of government is only successful when the citizens are kept informed and educated about the issues facing their municipality, it is imperative the media play an important role in the governmental process. It is through an informed public that progress is ensured and good government remains sensitive to its constituents. These guidelines are designed to help ensure fair relationships with all media reporters. The council and the city manager recognize that the news media provide an important link between the council and the public. It is the council's desire to establish a professional working relationship to help maintain a well informed and educated citizenry.

1. During the conduct of official business, the news media shall occupy places designated for them or the general public.
2. All reporters will have access to an agenda in advance and will be furnished support material needed for clarification if requested.

3. In order to preserve the decorum and professionalism of council meetings, the media are requested to refrain from conversing privately with other people in the audience and to conduct any interviews with the public outside the council chambers while council is in session.
4. Since the government body conducts business differently, it is requested that all reporters new to city council meetings meet with the city manager, mayor, or the public communications representative prior to covering their first meeting to be informed of policies and procedures to help ensure a professional working relationship between the media reporter and the city.
5. On administrative matters, the city manager is the spokesperson, unless he/she has appointed a media relations person to present staff information on the agenda.
6. The mayor, or his/her designee, is the primary spokesperson for the city on matters regarding policy decisions or any council information pertaining to issues on the agenda. In order to ensure fair treatment of an issue, any clarifications requested by the media on the issue should be addressed after the meeting. When opposing positions have been debated, regardless of the outcome, the public is better informed when all sides have adequate coverage by the media. This lets the public know that the item was seriously debated and options discussed before a vote was taken, and helps build confidence in the democratic process.
7. The College Station City Council is made up of six council members and a mayor, each elected by the citizens of College Station. In respect to each council member and his/her constituents, his/her views as presented on an issue before the council should provide equitable representation from all seven members. Even though council members may express differing ideas, equitable representation helps promote unity of purpose by allowing the public to be informed of each member's position during his/her term of office and not only during an election campaign.

We all have the responsibility to protect the integrity of our governing process and therefore, have read and agreed to the above guidelines.

Section IV. Council Social Media Relations. The city understands that social networking and internet services have become a common form of communication in the workplace and among stakeholders and citizens. Also, the city recognizes the right to use and maintain personal web sites or to engage in social networking. However, the line between public and private activity has been blurred by these social networking tools, which is the primary reason these guidelines were developed. Information from your personal Facebook page, blog entries and tweets – even if they are intended as personal messages between family and friends – can easily reach beyond your intended audience and represent you and the city to the outside world. For those council members who choose to participate in social networks, here are some additional guidelines for personal social networking sites:

1. City policies, rules, regulations and code of conduct apply to individuals who engage in social networking activities while conducting city business. Use of your city e-mail address and communicating in your official capacity will constitute conducting city business.
2. Protect your privacy, the privacy of citizens, and the information the city holds. Follow all privacy protection laws, i.e., HIPAA, and protect sensitive and confidential city information. Follow all copyright laws, open records laws, retention laws, fair use and financial disclosure laws and any other laws that might apply. All city social networking activities are subject to State of Texas open records laws. All city information that is considered non-public in nature must be protected. Respect and maintain the confidentiality entrusted to you. Do not divulge or discuss proprietary information, personal details about other people or other confidential material.
3. Frame any comments or responses in a respectful and positive manner. Do not argue with commenters. Be clear, but not defensive. Avoid personal attacks and do not criticize other city employees or departments. Do not use ethnic slurs, profanity, personal insults, or engage in any conduct that would not be acceptable in the city's workplace. Before posting, consider how your comment or behavior would be received if it appeared in the mass media. In other words, behave as if you are in any other public setting.
4. Recognize that everything you post or receive on a social media site is public. Anyone with access to the web can get access to your activity on social media sites. You are responsible for the content you post. If it gives you pause, pause before you publish. Remember that your personal and professional lives overlap in your online activity. Make it clear that you are speaking for yourself and not on behalf of the city. If you publish content on any Web site outside of the city and it has something to do with the work you do or subjects associated with the city, use a disclaimer such as this: "The postings on this site are my own and don't necessarily represent the city's positions or opinions." When in doubt about any online activity, contact the public communications department.

Section V. Videoconferencing (A full copy of the City's Videoconference Policy is attached.)

1. A council member is permitted to attend a council meeting by videoconference in those instances in which a council member would otherwise be required to request an excused absence, such as travel or illness. The council understands the importance of ensuring council members and members of the public attending the meeting in person have adequate access to a council member's comments when he or she attends the meeting virtually. The purpose of this policy is to establish policies and procedures to help ensure council members participating remotely in a council meeting by means of a videoconference call, do so within the guidelines of TEXAS GOVERNMENT CODE, §551.127. TEXAS GOVERNMENT CODE, §551.127 permits the city council to meet in executive session by videoconference call provided that the closed session meets the statutory requirements. A council member remoting into executive session must be in a closed room and must be alone to protect the confidentiality of the executive session and in some cases to preserve the attorney client privilege.

2. The notice of a meeting to be held by videoconference call must specify the location and the intent to have a quorum present at the location. The location shall have two-way audio and video communication with each member who is participating by videoconference call during the entire meeting. Each participant in the videoconference call, while speaking, shall be clearly visible and audible to each other participant, and during the open portion of the meeting, to the members of the public in attendance at the location and any other location of the meeting that is open to the public. No more than three (3) council members may videoconference at any one time. Requests to videoconference will be taken on a first come/first-served basis.
3. A meeting of the Council may be held by videoconference call only if:
 - a. the meeting takes place in the College Station City Hall, which has been determined to be the only physical space that currently meets the requirements of TEXAS GOVERNMENT CODE, §551.127;
 - b. the member of the governmental body presiding over the meeting is present at that physical space; and
 - c. any member of the public present at that physical space is provided the opportunity to participate in the meeting by means of videoconference call in the same manner as a person who is physically present at a meeting of the governmental body that is not conducted by videoconference call.
4. A meeting held by videoconference call can only be held if a quorum of the council is physically present at one location. If a problem occurs that causes a remote participant to no longer be visible and audible to the public at the location, the meeting must be recessed until the problem is resolved. If the problem cannot be resolved in thirty (30) minutes the council member remoting into the meeting will be determined to have left the meeting, and the meeting will continue at the location.

Section VI. College Station City Council Code of Ethics. The office of elected officials is one of trust and service to the citizens of College Station. This position creates a special responsibility for the College Station city council member. In response to this, the College Station city council is expected to govern this city in a manner associated with a commitment to the preservation of the values and integrity of representative local government and local democracy and a dedication to the promotion of efficient and effective governing. To further these objectives, certain ethical principles shall govern the conduct of every council member, who shall:

1. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order that the member may merit the respect and confidence of the citizens of College Station;
2. Recognize that the chief function of local government at all times is to serve the best interests of all of the people;

3. Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources;
4. Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the council. Do not seek nor accept gifts or special favors; believe that personal gain by use of confidential information or by misuse of public funds or time is dishonest;
5. Recognize that public and political policy decisions, based on established values, are ultimately the responsibility of the city council, and
6. Conduct business in open, well-publicized meetings in order to be directly accountable to the citizens of College Station. It is recognized that certain exceptions are made by the State for executive sessions; however, any action as a result of that type of meeting will be handled later in open session.

Approved on the 22nd day of February 2024.

City Attorney

Mayor

City Secretary

CITY COUNCIL PROCLAMATION AND CERTIFICATE OF RECOGNITION POLICY AND GUIDELINES

The City of College Station invites requests for Proclamations and Certificates of Recognition to persons or groups to acknowledge, celebrate, or commemorate individual groups, organizations, and institutions demonstrating civic involvement, pride, and accomplishment consistent with the City's vision, mission, and goals. Individual requests are considered based on the individual or organization's considerable civic participation, contributions, and successes to the City of College Station and its community.

Proclamation or Certificate of Recognition are issued at the Mayor's discretion and may be issued at no charge to recognize:

1. A College Station organization for exceptional success or commitment to the community.
2. A College Station resident who accomplishes a goal much above the norm.
3. Special occasions or holidays honoring the City's heritage or a College Station neighborhood.
4. A nationally recognized day, week, or month for City departments and services like "Public Works Week," or "Parks and Recreation Month," or for professional or health groups if a local chapter makes a request. The day, week, or month of a proclamation is not reserved exclusively for one organization.

A Proclamation or Certificate of Recognition is typically not made under the following situations:

1. Deceased persons.
2. Birthdays less than 100 years old.
3. Anniversaries or weddings.
4. Organizations or people with no direct connection to the City of College Station.
5. Matters of political controversy, ideological beliefs, or personal convictions.
6. Business anniversaries other than those of 50, 75, and 100 years.

Procedures: The Proclamation request form must be completed at https://www.cstx.gov/departments_city_hall/council/proclamation at least two weeks before a Proclamation's presentation. For any occasion, only one Proclamation is made and duplicate originals are not offered.

Presentation: Proclamation and Certificate of Recognition presentations are a Mayoral duty. The only time someone other than the Mayor presents a proclamation is at the Mayor's direction. If no Councilmembers are available to make the presentation, the proclamation may be picked up

by the requestor. Presentations of Proclamations or Certification of Recognitions are only done during City Council meetings at the Mayor's discretion.

Requests must include:

1. **Subject.** The specific Proclamation subject title and the significance of the event, group, or organization to the City.
2. **Presentation.** The presentation date if a presentation is requested. Council meetings are held monthly on the second and fourth Thursdays. The request must be made at least two weeks in advance to have a presentation at a Council meeting.
3. **Description.** A clear and concise description of the matter and subject proclaimed including enough details allowing for the creation of a list of four or five considerations (for the "whereases") for why the person, occasion, or group deserves to be recognized. This may include some background information, notable accomplishments, unique themes, or significance to the College Station community. A sample proclamation or some background information may be used to create draft language and can be attached. Proclamations are not more than one page in length usually 350-400 words maximum including the seal & signature areas.
4. **Contact Person.** Contact information of the person making the request, the organization and if presented at Council meetings. A person must be present to receive the Proclamation and if different from the contact person their contact information is needed.

Approved on the 22nd day of February 2024.

City Attorney

Mayor

City Secretary

February 22, 2024

Item No. 9.4.

Amendment to Chapter 38, Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1015 “Traffic Schedules XV, Two-hour Parking,”

Sponsor: Debbie Eller, Director of Community Services

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 38-1015 “Traffic Schedules XV, two-hour Parking 8:00 a.m. - 5:00 p.m. Monday - Friday,” of the Code of Ordinances of the City of College Station, Texas, by amending the section catchline to reflect the schedule and amending the schedule to indicate if the location is limited to two-hour parking 24/7 or two-hour parking 8:00 a.m. - 5:00 p.m. Monday - Friday.

Relationship to Strategic Goals:

Good Governance, Neighborhood Integrity, Diverse & Growing Economy, Improving Mobility

Recommendation(s): Staff recommends approval of this ordinance amendment.

Summary:

This is a housekeeping item. When the Code of Ordinances was recodified in 2017, this traffic schedule was incorrectly labeled two-hour parking 8:00 a.m. – 5:00 p.m. Monday – Friday. There are areas in Northgate that are two-hour parking at all times to support business in the area. Signage is already present.

The correction to Sec. 38-1015. – Traffic Schedule XV removes "8:00 a.m. - 5:00 p.m. Monday - Friday" from the schedule label, and adds columns to indicate whether the two-hour parking limitation applies from 8:00 a.m. – 5:00 p.m. Monday – Friday or 24/7.

Budget & Financial Summary: N/A

Attachments:

1. Sec. 38-1015 Ordinance Amendment

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI, “TRAFFIC SCHEDULES,” SECTION 38-1015 “TRAFFIC SCHEDULE XV, TWO-HOUR PARKING 8:00 A.M. – 5:00 P.M. MONDAY- FRIDAY”, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CATCHLINE TO REFLECT THE SCHEDULE AND AMENDING THE SCHEDULE TO INDICATE IF THE LOCATION IS LIMITED TO TWO HOUR PARKING TWENTY-FOUR HOURS A DAY, SEVEN DAYS A WEEK OR TWO HOUR PARKING ONLY 8:00 A.M. – 5:00 P.M. MONDAY – FRIDAY; 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 38-1015 “Traffic Schedules XV, Two-hour Parking 8:00 a.m. – 5:00 p.m. Monday – Friday,” 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 _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1015 “Traffic Schedules XV, Two-hour Parking 8:00 a.m. – 5:00 p.m. Monday – Friday,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 38-1015. - Traffic Schedule XV, two-hour parking

<i>Traveling On</i>	<i>Between</i>	<i>Travel Direction</i>	<i>24-Hours 7 Days</i>	<i>8:00 a.m.- 5:00 p.m. Mon - Fri</i>
Boyet Street	Patricia Street and Church Avenue	West	X	
Church Avenue	40 feet southwest of First Street and 95 feet northeast of Wellborn Road North	Northwest	X	
Church Avenue	43 feet north of its intersection with University Drive and extending 160 feet to the north	North	X	
Fairview Ave	Angus Street and Kerry Street	North		X
Fairview Avenue	Old Jersey Street and Angus Street	North		X
Fairview Avenue	Angus Street and George Bush Drive	South		X
Fairview Avenue	Kerry Street and Angus Street	South		X
Fairview Avenue	Angus Street and Kerry Street	North		X
Fairview Avenue	Kerry Street and Angus Street	South		X
Montclair Avenue	Angus Street and Kerry Street	North		X
Montclair Avenue	Angus Street and George Bush Drive	South		X
Montclair Avenue	Angus Street and Kerry Street	North		X
Lee Avenue	Shetland Street and George Bush Drive	South		X
Lee Avenue	Park Place and Shetland Street	South		X
Lee Avenue	George Bush Drive and Shetland Street	North		X
Cherry Street	Nagle Street and	East		X
Nueces Drive	Guadalupe Drive and Welsh Avenue	North/East		X

February 22, 2024

Item No. 9.5.

Presentation, discussion, and possible action on Change Order #2 with KBS Electrical Distributors, Inc. for an increase of \$40,452.12 for three-phase padmount transformers, for a new total not to exceed amount of \$535,737.17.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on Change Order #2 with KBS Electrical Distributors, Inc. for an increase of \$40,452.12 for three-phase padmount transformers, for a new total not to exceed amount of \$535,737.17.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approving Change Order #2 for \$40,452.17 to Bid Award #22-035 with KBS for three-phase padmount transformers for a new total not to exceed amount of \$535,737.17.

Summary: Bid #22-035 was originally awarded by Council on February 10, 2022, Item 7.3, in the amount of \$413,696.00, for the purchase of three-phase padmount transformers.

Because of the current climate in sourcing materials for construction and infrastructure, an "Escalation/De-escalation" clause was included in Electric materials bid documents that allows vendors to increase or decrease prices when manufacturers experience raw material price fluctuations affecting production costs. In November 2023, KBS was notified by their transformer manufacturer, WEG Electric Corp. (WEG), that the first shipment of transformers from the order would have a price increase due to the rise of raw materials. Change Order 1 was processed at that time in the additional amount of \$81,589.05 (19.72%). These transformers have been received.

In January 2024, KBS was notified by WEG that the remaining transformers from the order also had a price increase due to higher costs in raw materials. Change Order #2, in the amount of \$40,452.12 (9.78%), is presented for Council approval and will close out the current purchase order with KBS for three-phase padmount transformers.

Bid 22-035		% Increase
PO 22201933		
Original PO Total	\$413,696.00	-
Change Order 1	\$81,589.05	19.72%
Change Order 2	\$40,452.12	9.78%
Revised PO Total	\$535,737.17	29.50%

Budget & Financial Summary: Funds for the additional \$40,452.12 are available in the Electric inventory asset account. Capital projects will be expensed as units are issued from inventory.

Attachments:

1. 22201993 CO2--RF



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 22201933 PROJECT #: _____ BID/RFP/RFQ#: 22-035

Project Name / Contract Description: Change Order 2 for price escalation of transformers that were ordered in February 2022.

Name of Contractor: KBS Electrical Distributors

CONTRACT TOTAL VALUE: \$ 535,737.17 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☒ No ☐ N/A

Davis Bacon Wages Used ☐ Yes ☒ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☒ No ☐ N/A

Buy America Required ☐ Yes ☒ No ☐ N/A

Transparency Report ☐ Yes ☒ No ☐ N/A

☐ **NEW CONTRACT** ☐ **RENEWAL #** _____ ☒ **CHANGE ORDER #** 2 ☐ **OTHER** _____

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

Funds are available and budgeted within the Electrical Fund. Various projects may be expensed as supplies are pulled from inventory and issued for specific projects.

Original Award approved by City Council on February 22, 2022, Item 7.3

(If required)*

CRC Approval Date*: N/A **Council Approval Date*:** N/A **Agenda Item No*:** N/A

--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

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

9.12.23 UPDATED

PO# 22201933 KBS Electric Dist. Chg Or #2

CHANGE ORDER NO. 2		1/30/2024	Contract No.			
PO No. 22201933		PROJECT: 3-Phase Pad Mount Transformers	RFP/BID/RFQ 22-035			
OWNER:			CONTRACTOR: KBS Electrical Distributors, Inc.			
City of College Station			7554 HWY 21 East, Bryan, TX			
P.O. Box 9960			Ph: (979) 778-3200			
College Station, Texas 77842			Fax:			
PURPOSE OF THIS CHANGE ORDER:						
A. Increase from manufacturer (WEG) for transformer purchase.						
B.						
C.						
PO LINE NO	UNIT	DESCRIPTION	ORIGINAL PRICE	INCREASED PRICE	REVISED QUANTITY	ADDED COST
3	4	3-PH Pad Mount Transformer 500KVA 480/277	\$105,556.00	\$134,056.12	4	\$28,500.12
4	1	3-PH Pad Mount Transformer 750KVA 480/277	\$37,350.00	\$49,302.00	1	\$11,952.00
						\$0.00
					TOTAL	\$40,452.12
THE NET AFFECT OF THIS CHANGE ORDER IS			9.78% INCREASE			
LINE 3 (acct./work order number) LINE 4 (acct./work order number) LINE X (acct./work order number) TOTAL CHANGE ORDER \$28,500.12 \$11,952.00 \$0.00 40,452.12 ORIGINAL CONTRACT AMOUNT CHANGE ORDER NO. 1 CHANGE ORDER NO. 2 REVISED CONTRACT AMOUNT \$413,696.00 \$81,589.05 \$40,452.12 \$535,737.17 19.72% % CHANGE 9.78% % CHANGE 29.50% % TOTAL CHANGE ORIGINAL CONTRACT TIME Time Extension No. 1 Revised Contract Time Days Days 0 Days SUBSTANTIAL COMPLETION DATE REVISED SUBSTANTIAL COMPLETION DATE						
APPROVED						
KBS ELECTRICAL DISTRIBUTORS N/A DEPARTMENT DIRECTOR ASST CITY MGR - CFO			Date Date Date Date			
CONSTRUCTION CONTRACTOR N/A CITY ATTORNEY CITY MANAGER			Date Date Date Date			

COST ESCALATION / DE-ESCALATION AFFIDAVIT

THE STATE OF Texas §
COUNTY OF Brazos §

BEFORE ME, the undersigned authority, on this day personally appeared
Brian Gidley, the authorized representative for
KBS Electrical Distributors, hereinafter referred to as "VENDOR"
who was awarded the following Contract(s) or Bid(s) with the City of College Station, Texas ("CITY"):
Purchase of Three Phase Padmount Transformers, Bid#22-035, PO#22201993.

Said VENDOR now swears and testifies under oath and under the penalty of perjury in this AFFIDAVIT that the information submitted herein is true and correct and that there has been a substantial bona fide price increase to the VENDOR from VENDOR'S supplier(s) for the material(s), item(s) and quantities specified herein being purchased by the CITY, and as further described in the supporting documentation supplied to CITY by VENDOR, incorporated by reference herein.

Furthermore, VENDOR testifies that the price increase(s) are beyond the VENDOR'S control, despite the VENDOR'S best efforts to manage costs.

VENDOR testifies and acknowledges that VENDOR will be diligent in de-escalating prices charged to the CITY pursuant to the de-escalation clause contained in the above referenced Contract(s) or Bid(s) and as inserted below:

Any contract that has had a price increase by way of the escalation clause shall be subject to de-escalation in the same or similar manner in the event of cost reductions to the Vendor. Vendor shall notify the City at the time when the Vendor's costs for the materials specified herein reduce due to stabilization in the market at which time prices for item(s) in this contract shall be reduced accordingly. Failure by the Vendor to notify the City of a decrease in costs for the materials for which the Vendor was granted a price adjustment may result in immediate termination of this contract and a five (5) year debarment from participating in future City contract opportunities. The City shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

VENDOR swears and affirms that VENDOR has personal knowledge of the facts stated in this AFFIDAVIT and that all statements and supporting documents are true, correct, and complete.

VENDOR acknowledges that presenting falsified records, making false statements, or submitting false affidavits to a governmental entity is a crime and will be prosecuted to the fullest extent authorized by law.

Contract # / Bid #: 22201993
Cost Escalation/De-Escalation Affidavit
Rev. 05/09/2022

Page 1 of 2

VENDOR further acknowledges, by the signing of this AFFIDAVIT, that this AFFIDAVIT may be used against VENDOR in any and all proceedings at law, whether civil or criminal.

VENDOR'S Authorized Representative:

Sworn Signature: _____

Name: _____

Title: _____

Date: _____

VENDOR'S Name: KBS Electrical Distributors, Inc.

Address: PO Box 4591
Bryan, TX 77805

Phone: 979-778-3200

Email: bcgidley@kbselectric.com

THE STATE OF _____ §

§

COUNTY OF _____ §

This Affidavit was sworn and subscribed before me on the _____ day of _____, 20____, by:

<insert authorized representative's name>: _____,

<insert authorized representative's title>: _____ of

<insert Vendor's name/company name>: _____, a

<insert state and type of business entity>: _____, on behalf of said entity.

NOTARY PUBLIC in and for the State of _____

My Commission Expires: _____

January 12, 2024

KBS Electrical Distributors Incorporated
7554 Highway 21 East
Bryan, Texas 77808

Attention: Mr. Will Johnson

Reference: KBS – College Station – Three Phase Padmount Q1 2024 Shipment Escalations

Dear Mr. Johnson:

WEG Transformer submitted an escalation request against KBS PO #1051366 for transformers that will be shipping in Q1 2024. Items included in our request and the requested percentage of increase, calculated from date of order placement to date of transformer shipments, tied to the raw material indices as per WEG's proposal are as follows:

Quantity 1 – 750 kVA 480Y/277 - 32% Increase
Quantity 1 – 500 kVA 480Y/277 – 27% Increase
Quantity 1 – 500 kVA 480Y/277 – 27% Increase
Quantity 1 – 500 kVA 480Y/277 – 27% Increase
Quantity 1 – 500 kVA 480Y/277 – 27% Increase

Please let me know if anything further is necessary to process this request.

Sincerely,

Cheryl Basel

Cheryl Basel
Manager, Central Region
WEG Transformers USA

Robyn Forsyth

From: Timothy Crabb
Sent: Tuesday, January 23, 2024 9:14 AM
To: Kimberly Voitier; Glenn Gavit
Cc: Baylie B. Miller; Matthew Matcek
Subject: RE: PO 22201933 - Transformer Price Increase

I am good with going forward with Purchasing and Legal to see how to process the increase.

Sincerely,
TRC

From: Kimberly Voitier <kvoitier@cstx.gov>
Sent: Monday, January 22, 2024 3:40 PM
To: Timothy Crabb <Tcrabb@cstx.gov>; Glenn Gavit <ggavit@cstx.gov>
Cc: Baylie B. Miller <bbmiller@cstx.gov>; Matthew Matcek <mmatcek@cstx.gov>
Subject: FW: PO 22201933 - Transformer Price Increase

We received additional details on WEG's transformer price increases, info below. Are you good for us to move forward to work with Purchasing and Legal on how to process this increase? I did not find any wording in the original bid documents or terms & conditions on the PO that put a limit (percentage or dollar amount) on the escalation amount, but like Glenn said, this will likely need council approval.

Original PO 22201933	\$413,696.00	% Increase	PO + COs
Change Order 1	\$81,589.00	19.72%	\$495,285.00
Proposed Change Order 2	\$40,452.12	9.78%	\$535,737.12
TOTAL CO AMOUNT	\$122,041.12	29.50%	\$535,737.12

Kim

From: Baylie B. Miller <bbmiller@cstx.gov>
Sent: Monday, January 22, 2024 11:56 AM
To: Kimberly Voitier <kvoitier@cstx.gov>
Cc: Matthew Matcek <mmatcek@cstx.gov>
Subject: RE: PO 22201933 - Transformer Price Increase

Please see below from WEG.

From: Cheryl Basel <cbasel@weg.net>
Sent: Friday, January 19, 2024 8:43:35 AM
To: Will Johnson <will@kbselectric.com>; Marvin Oldham <marvin@kbselectric.com>; Holly Wassall <hwassall@weg.net>
Subject: RE: PO 1051366

Will –

I do understand College Station's concern and here is the additional detailed explanation for the price increase. Please review and let me know if you have any questions. If not, please submit this onto College Station.

WEG has submitted a 32% increase for the 750 KVA and a 27% increase in the 500 kVA. This percentage represents the change in commodities from this PO being issued to today. This being, our first quoted price in December 2021 to January 2024. As shared in our weighting tables, our formula adjusts the price of Oil, Copper, Aluminum, Mild Steel or Stainless Steel, Core Steel, Accessories, others, Labor, and freight. Each quarter WEG calculates the change from the previous quarter to the next. Below you will see the change in commodities from our weight table that shows Quarter Four 2023 to Quarter One 2024 represented.

COMMODITY	Change
Oil	-5%
CU	-1%
AL	3%
Mild Steel	17%
Stainless Steel	-5%
Core Steel	2%
Accessories	8%
Others	7%
Labor	8%
Freight	3%

Depending on the appropriate weighting table provided by WEG, this results in a shift of the total transformer price of 4.35% max and 0.04% min. A much smaller increase than what is seen when comparing overall price change from the start of this award in 2021 and shared via WEG.

Looking at our price change for the 500 kVA Quarter by Quarter, you get the following results:

	Price	% change
Q4 2021	\$ 24,288.00	
Q1 2022	\$ 26,357.00	8.52%
Q2 2022	\$ 31,075.00	17.90%
Q3 2022	\$ 31,116.00	0.13%
Q4 2022	\$ 29,622.00	-4.80%
Q1 2023	\$ 30,369.00	2.52%
Q2 2023	\$ 31,841.00	4.85%
Q3 2023	\$ 30,889.00	-2.99%
Q4 2023	\$ 30,225.00	-2.15%
Q1 2024	\$ 30,886.00	2.19%

You can see the bulk of the price adjustments occurred in 2022. All commodities dramatically increased in 2022 as Covid consequences impacted the supply chain market. Some commodities such as copper, aluminum, and mild steel have

stabilized from 2022 and created many of the price reductions seen above. Other commodities such as core steel, accessories, and other(transformer insulation) have remained high due to the demand in the transformer market.

WEG's expectation for 2024 is a continued stable supply chain with smaller shifts quarter to quarter. However, the price increases seen since the start of this award are not expected to be walked all the way back and the very reason we are still apply price adjustments at time of shipment for all transformers.

Sincerely,

Cheryl Basel

Central Regional Sales Manager

M: +1 314 520 7445

WEG Transformers USA

6350 WEG Drive, Washington Missouri 63090, USA

www.weg.us

From: Kimberly Voitier <kvoitier@cstx.gov>

Sent: Wednesday, January 17, 2024 2:40 PM

To: Timothy Crabb <Tcrabb@cstx.gov>; Glenn Gavit <ggavit@cstx.gov>

Cc: Baylie B. Miller <bbmiller@cstx.gov>; Matthew Matcek <mmatcek@cstx.gov>

Subject: FW: PO 22201933 - Transformer Price Increase

Timothy & Glenn,

The remaining transformers on our KBS "price agreement" also have a proposed price increase from WEG. The total amount of the increase to the PO is \$40,452.12. With your approval, we'll get with Purchasing to proceed on a change order under the escalation clause, or we can discuss further if you have questions or concerns. Attached are the new escalation letter and PO (with change order 1 pricing).

PO 22201933*	Qty	Original Unit Cost	Original Extended Cost	% Increase	Proposed Unit Cost	Proposed Extended Cost
750 kVa 480/277	1	\$37,350.00	\$37,350.00	32%	\$49,302.00	\$49,302.00
500 kVa 480/277	4	\$26,389.00	\$105,556.00	27%	\$33,514.03	\$134,056.12
			\$142,906.00			\$183,358.12

*PO lines 3 & 4

Next, we'll need to look at our current, outstanding orders for units, like the 750 kVa Baylie mentioned, which are already committed that we will need to bid out and get on order again.

Kim

From: Baylie B. Miller <bbmiller@cstx.gov>

Sent: Wednesday, January 17, 2024 12:28 PM

To: Kimberly Voitier <kvoitier@cstx.gov>

Cc: Matthew Matcek <mmatcek@cstx.gov>

Subject: FW: PO 22201933

Good afternoon Kim,

Please see the attached from KBS. WEG has hit them with another price escalation for the remaining transformers on this order. The good news is that this one is not quite as large as the last escalation, these units are ready to ship, and KBS has not increased the percentage of their markup. Please let me know if we can approve this price increase to get these units on hand. The 750 has already been allocated to a job and this is the only one we have coming soon.

Thanks,
Baylie

From: Will Johnson <will@kbselectric.com>
Sent: Tuesday, January 16, 2024 10:31 AM
To: Baylie B. Miller <bbmiller@cstx.gov>
Subject: Re: PO 22201933

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Baylie please see attached letter from WEG stating their price increase on the remaining units from PO 22201933.

Will college station be able to do a change order like we did at the end of the year?

Will Johnson
KBS Electrical Distributors, Inc.
7554 HWY. 21 East
Bryan, TX 77808
Office: (979) 778-3200
Mobile: (979)-224-3252



From: Marvin Oldham <marvin@kbselectric.com>
Sent: Thursday, January 4, 2024 4:26 PM
To: Baylie B. Miller <bbmiller@cstx.gov>; Matthew Matcek <mmatcek@cstx.gov>; Will Johnson <will@kbselectric.com>
Subject: RE: PO 22201933

Have not seen one yet, but I'm sure they will,

From: Baylie B. Miller <bbmiller@cstx.gov>
Sent: Thursday, January 4, 2024 4:23 PM
To: Marvin Oldham <marvin@kbselectric.com>; Matthew Matcek <mmatcek@cstx.gov>; Will Johnson <will@kbselectric.com>
Subject: RE: PO 22201933

Thanks Marvin! Do we expect these to have increases?

From: Marvin Oldham <marvin@kbselectric.com>
Sent: Thursday, January 4, 2024 4:21 PM
To: Baylie B. Miller <bbmiller@cstx.gov>; Matthew Matcek <mmatcek@cstx.gov>; Will Johnson <will@kbselectric.com>
Subject: RE: PO 22201933

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500kva 277 2ea 3/1/24, 2ea 3/15/24
750kva 277 1/19/24

From: Baylie B. Miller <bbmiller@cstx.gov>
Sent: Thursday, January 4, 2024 2:11 PM
To: Marvin Oldham <marvin@kbselectric.com>; Matthew Matcek <mmatcek@cstx.gov>; Will Johnson <will@kbselectric.com>
Subject: RE: PO 22201933

Good afternoon guys,

Following up on some open POs/getting transformer numbers and ETAs together. Have you heard anything on the remaining 5 transformers from this PO?

Thanks,
Baylie

From: Marvin Oldham <marvin@kbselectric.com>
Sent: Friday, December 15, 2023 11:13 AM
To: Matthew Matcek <mmatcek@cstx.gov>; Will Johnson <will@kbselectric.com>
Cc: Baylie B. Miller <bbmiller@cstx.gov>
Subject: RE: PO 22201933

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Thank you,

From: Matthew Matcek <mmatcek@cstx.gov>
Sent: Friday, December 15, 2023 11:10 AM
To: Will Johnson <will@kbselectric.com>; Marvin Oldham <marvin@kbselectric.com>

Cc: Baylie B. Miller <bbmiller@cstx.gov>

Subject: PO 22201933

Good Morning,

Sorry for the delay, Here is the PO for the transformers. Please acknowledge receipt of this PO.

Thanks

Matthew Matcek

Assistant Warehouse Supervisor

College Station Utilities | Electric

979.764.3533

Mmatcek@cstx.gov



February 22, 2024

Item No. 9.6.

SEnergy Power Generation Resource Development Consulting Contract

Sponsor: Timothy Crabb, Director of Electric

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on a contract with Schneider Engineering, LLC, dba SEnergy not to exceed \$200,000 for power generation resource development consulting services.

Relationship to Strategic Goals:

Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends approval of this contract.

Summary: There is a need to investigate various power supply scenarios for the future requirements of the City of College Station. One option is for future power generation to supply some of the electrical usage needs of the City. This contract is to provide consulting services to investigate power generation options and to address issues with permitting and siting such a facility.

CSU Electric has utilized Schneider Engineering, LLC, dba SEnergy (SEnergy) for electric engineering services for over a decade. SEnergy is a highly qualified firm whose staff is extremely knowledgeable in the CSU electric power supply business and responsive to the City's needs. Based on SEnergy's unique familiarity with the City's electric operations, and the public purpose served by this project, it is in the City's best interest to contract with SEnergy to provide these consulting services.

Budget & Financial Summary: Funds are available in the Electric Fund Operating Budget.

Attachments:

1. Contract is available for review in the City Secretary's Office

Contract is available for review in the City Secretary's office.

February 22, 2024
Item No. 9.7.
Greens Prairie Road Speed Limit

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 38-1012 "Traffic Schedule XII, Speed Limits," of the Code of Ordinances of the City of College Station, Texas establishing a speed limit of 40 mph on Greens Prairie Road between Arrington Drive and Dalton Drive.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval of the ordinance amendment.

Summary: The City has widened Greens Prairie Road from a two-lane asphalt road to a four-lane concrete road with medians, sidewalks, and a shared-use path. This ordinance amendment would set the permanent speed limit to 40 miles per hour (mph) from Arrington Road to the city limit line just past Dalton Drive. The previous speed limit was 55 mph when the road was a rural type section, and more recently 30 mph during construction.

The speed limit was set based on multiple factors. Speed for newly constructed roads is typically set as part of the design, since many aspects of roadway alignment are directly related to speed. The curve located between Arrington Road and Forest Ridge Elementary has a design speed of 40 mph, meaning this is the speed that was used to calculate the geometry of the road. If a higher speed limit was used, the curve would have needed to be super-elevated, which would have a different set of design guidelines to follow as well as significant impacts on the drainage design of the road. Furthermore, the school zone speed limit around Forest Ridge Elementary is currently set at 25 mph. Typically, speed limits do not drop more than 15 mph in school zones. Setting the speed any higher through this section of Greens Prairie would have resulted in a higher school zone speed. Finally, the speed for the remainder of Greens Prairie Road, within the city limits (west of Woodlake to FM 2154), is 40 mph. The section of Greens Prairie currently in the county is set at 45 mph, but will also be set to 40 mph once widened. For these reasons, staff recommends setting the speed limit to 40 mph for the entirety of the project, from Arrington Road to Dalton Drive.

Budget & Financial Summary: Speed limit signs are included in the Greens Prairie Widening project budget.

Attachments:

1. Ordinance - Greens Prairie Speed Limit
2. Greens Prairie Exhibit

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1012 “TRAFFIC SCHEDULE XII, SPEED LIMITS,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ESTABLISHING THE SPEED LIMIT OF GREENS PRAIRIE ROAD FROM ARRINGTON ROAD TO DALTON DRIVE, 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 38-1012 “Traffic Schedule XII, Speed Limits,” 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

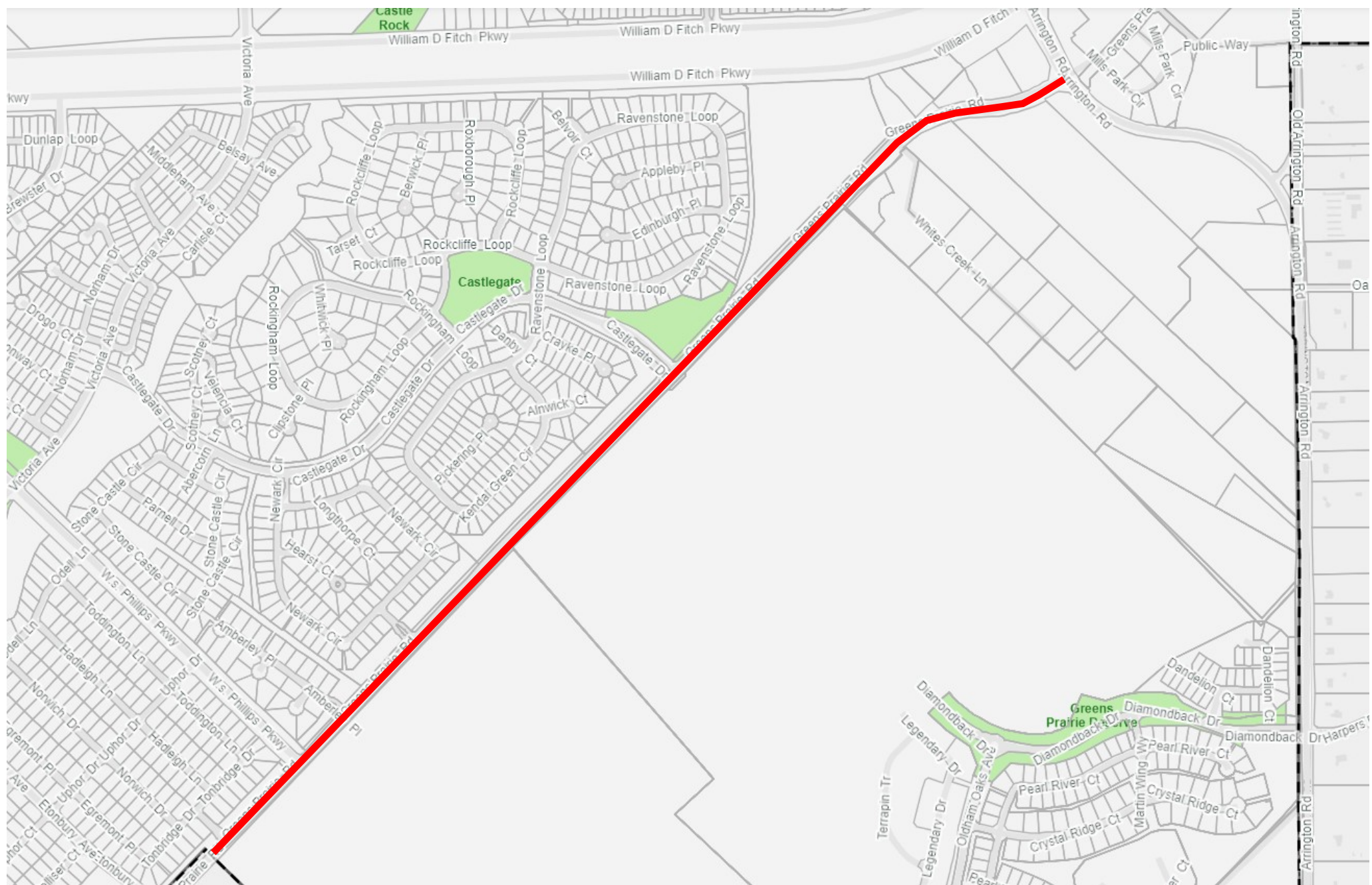
APPROVED:

City Attorney

Exhibit A

That Chapter 38, “Traffic and Vehicles,” Article VI. “Traffic Schedules,” Section 38-1012 “Traffic Schedule XII, Speed Limits,” is hereby amended to include the following:

Greens Prairie Road. For traffic moving east and west from Arrington Road to Dalton Drive the speed limit shall be forty (40) miles per hour.



Greens Prairie Road

February 22, 2024

Item No. 9.8.

Presentation, discussion, and possible action regarding approval of annual price agreements for copy, print and signage services with TOPS Printing Inc, dba AlphagraphicsBCS and Copy Stop Print Signs and Graphics for a total estimated annual expenditure not to exceed \$175,000.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding annual price agreements for copy, print and signage services with TOPS Printing Inc, dba AlphagraphicsBCS and Copy Stop Print Signs and Graphics not to exceed a combined \$175,000.

Relationship to Strategic Goals:

Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff respectfully requests approval to award price agreements to TOPS Printing Inc, dba AlphagraphicsBCS and Copy Stop Print Signs and Graphics for a total estimated annual expenditure not to exceed \$175,000.

Summary: In December 2023, Purchasing Staff formally solicited sealed proposals to establish City-wide annual price agreements for copy, print and signage services. Three (3) responses were received, evaluated, and scored by a committee made up of representatives from various City departments. Upon final evaluation and scoring, it was determined that TOPS Printing Inc, dba AlphagraphicsBCS and Copy Stop Print Signs and Graphics were the two highest-ranking proposals offering the best value. Both have local storefronts and a positive history of providing goods and services to the City.

The awarded price agreements shall be effective for a term of one (1) year with firm fixed unit prices and discounts. Upon completion of the initial term and mutual agreement of all parties, the price agreements may be renewed for up to two (2) additional one (1) year terms. The total estimated annual expenditure is based on historical expenditures and projected departmental needs related to copy, print and signage services.

Budget & Financial Summary: Funds are available and budgeted within each department's operational funds.

Attachments:

1. RFP 24-023 Copy Print and Signage Services Price Sheet

RFP# 24-023 PRICING
COPY, PRINT AND SIGNAGE SERVICES
Opening: December 21, 2023 @ 2:00 pm CDT

Items listed represent past printing items purchased by the City. The City reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the unit bid prices. Items will be ordered on an as-needed basis.																																			
Best Value																																			
Pricing the Same																																			
No Pricing Offered																																			
				TOPS PRINTING, INC dba ALPHAGRAPHICSBCS (BRYAN, TX)												COPY STOP PRINT SIGNS AND GRAPHICS (BRYAN, TX)																			
DESCRIPTION				QUANTITIES								COMMENTS				DESCRIPTION				QUANTITIES								COMMENTS							
Hand outs, Flyers Ink 4/0; 3X5 "; Trim to Bleeds				Less than 100		100-500		Greater than 500		Greater than 1000						Less than 100		100-500		Greater than 500		Greater than 1000		Please add \$7.50 per file for bleed trim. For example 50;4/0 postcards on 80# gloss cover would be \$15.00											
				One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided					One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided														
80# Matte Cover				\$	0.26	\$	0.38	\$	0.18	\$	0.20	\$	0.10	\$	0.15	\$	0.07	\$	0.11	\$	0.15	\$	0.24	\$	0.12	\$	0.21	\$	0.07	\$	0.18	\$	0.05	\$	0.14
80# Gloss Cover				\$	0.26	\$	0.38	\$	0.18	\$	0.20	\$	0.10	\$	0.15	\$	0.07	\$	0.11	\$	0.15	\$	0.24	\$	0.12	\$	0.21	\$	0.07	\$	0.18	\$	0.05	\$	0.14
80# Gloss Text				\$	0.24	\$	0.36	\$	0.16	\$	0.17	\$	0.09	\$	0.14	\$	0.06	\$	0.10	\$	0.13	\$	0.22	\$	0.10	\$	0.19	\$	0.05	\$	0.16	\$	0.03	\$	0.12
100# Matte Cover				\$	0.28	\$	0.41	\$	0.19	\$	0.18	\$	0.12	\$	0.17	\$	0.09	\$	0.13	\$	0.17	\$	0.26	\$	0.14	\$	0.24	\$	0.09	\$	0.16	\$	0.07	\$	0.18
100# Gloss Cover				\$	0.28	\$	0.41	\$	0.19	\$	0.18	\$	0.12	\$	0.17	\$	0.09	\$	0.13	\$	0.17	\$	0.26	\$	0.14	\$	0.24	\$	0.09	\$	0.16	\$	0.07	\$	0.18
100# Gloss Text				\$	0.24	\$	0.36	\$	0.17	\$	0.16	\$	0.10	\$	0.14	\$	0.06	\$	0.10	\$	0.14	\$	0.23	\$	0.11	\$	0.20	\$	0.06	\$	0.17	\$	0.04	\$	0.13
100# Gloss				\$	0.28	\$	0.41	\$	0.19	\$	0.18	\$	0.12	\$	0.17	\$	0.09	\$	0.13	\$	0.17	\$	0.26	\$	0.14	\$	0.24	\$	0.09	\$	0.16	\$	0.07	\$	0.18
				Quoting this as COVER																															
Hand outs, Flyers Ink 4/0; 4.75 X 7.75 "; Trim to Bleeds				Less than 100		100-500		Greater than 500		Greater than 1000						Less than 100		100-500		Greater than 500		Greater than 1000		Please add \$7.50 per file for bleed trim. For example 50;4/0 postcards on 80# gloss cover would be \$16.50											
				One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided					One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided														
80# Matte Cover				\$	0.38	\$	0.54	\$	0.24	\$	0.32	\$	0.15	\$	0.25	\$	0.14	\$	0.23	\$	0.18	\$	0.29	\$	0.17	\$	0.27	\$	0.15	\$	0.23	\$	0.12	\$	0.21
80# Gloss Cover				\$	0.38	\$	0.54	\$	0.24	\$	0.32	\$	0.15	\$	0.25	\$	0.14	\$	0.23	\$	0.18	\$	0.29	\$	0.17	\$	0.27	\$	0.15	\$	0.23	\$	0.12	\$	0.21
80# Gloss Text				\$	0.36	\$	0.50	\$	0.20	\$	0.28	\$	0.13	\$	0.23	\$	0.12	\$	0.21	\$	0.16	\$	0.27	\$	0.14	\$	0.24	\$	0.13	\$	0.21	\$	0.11	\$	0.19
100# Matte Cover				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.20	\$	0.31	\$	0.18	\$	0.28	\$	0.17	\$	0.25	\$	0.15	\$	0.23
100# Gloss Cover				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.17	\$	0.28	\$	0.15	\$	0.25	\$	0.14	\$	0.22	\$	0.12	\$	0.20
100# Gloss				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.20	\$	0.31	\$	0.18	\$	0.28	\$	0.17	\$	0.25	\$	0.15	\$	0.23
				Quoting this as COVER																															
Hand outs, Flyers Ink 4/0; 4X9 "; Trim to Bleeds				Less than 100		100-500		Greater than 500		Greater than 1000						Less than 100		100-500		Greater than 500		Greater than 1000		Please add \$7.50 per file for bleed trim. For example 50;4/0 postcards on 80# gloss cover would be \$16.50											
				One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided					One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided														
80# Matte Cover				\$	0.38	\$	0.54	\$	0.24	\$	0.32	\$	0.15	\$	0.25	\$	0.14	\$	0.23	\$	0.18	\$	0.29	\$	0.17	\$	0.27	\$	0.15	\$	0.23	\$	0.12	\$	0.21
80# Gloss Cover				\$	0.38	\$	0.54	\$	0.24	\$	0.32	\$	0.15	\$	0.25	\$	0.14	\$	0.23	\$	0.18	\$	0.29	\$	0.17	\$	0.27	\$	0.15	\$	0.23	\$	0.12	\$	0.21
80# Gloss Text				\$	0.36	\$	0.50	\$	0.20	\$	0.28	\$	0.13	\$	0.23	\$	0.12	\$	0.21	\$	0.16	\$	0.27	\$	0.14	\$	0.24	\$	0.13	\$	0.21	\$	0.11	\$	0.19
100# Matte Cover				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.20	\$	0.31	\$	0.18	\$	0.28	\$	0.17	\$	0.25	\$	0.15	\$	0.23
100# Gloss Cover				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.17	\$	0.28	\$	0.15	\$	0.25	\$	0.14	\$	0.22	\$	0.12	\$	0.20
100# Gloss				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.20	\$	0.31	\$	0.18	\$	0.28	\$	0.17	\$	0.25	\$	0.15	\$	0.23
				Quoting this as COVER																															
Hand outs, Flyers Ink 4/0; 5X7 "; Trim Bleeds; Ink 1/1				Less than 100		100-500		Greater than 500		Greater than 1000						Less than 100		100-500		Greater than 500		Greater than 1000		Please add \$7.50 per file for bleed trim. For example 50;4/0 postcards on 80# gloss cover would be \$16.50											
				One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided					One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided														
80# Coated, Colored Cover				\$	0.38	\$	0.54	\$	0.24	\$	0.32	\$	0.15	\$	0.25	\$	0.14	\$	0.23	\$	0.18	\$	0.29	\$	0.17	\$	0.27	\$	0.15	\$	0.23	\$	0.12	\$	0.21
#80 Matte Cover				\$	0.38	\$	0.54	\$	0.24	\$	0.32	\$	0.15	\$	0.25	\$	0.14	\$	0.23	\$	0.18	\$	0.29	\$	0.17	\$	0.27	\$	0.15	\$	0.23	\$	0.12	\$	0.21
80# Gloss Cover				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.18	\$	0.29	\$	0.17	\$	0.27	\$	0.15	\$	0.23	\$	0.12	\$	0.21
100# Coated, Colored Cover				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.20	\$	0.31	\$	0.18	\$	0.28	\$	0.17	\$	0.25	\$	0.15	\$	0.23
100# Matte Cover				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.20	\$	0.31	\$	0.18	\$	0.28	\$	0.17	\$	0.25	\$	0.15	\$	0.23
100# Gloss Cover				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.20	\$	0.31	\$	0.18	\$	0.28	\$	0.17	\$	0.25	\$	0.15	\$	0.23
				Quoting this as COVER																															
Hand outs, Flyers Ink 4/0; 6X9 "; Trim Bleeds;				Less than 100		100-500		Greater than 500		Greater than 1000						Less than 100		100-500		Greater than 500		Greater than 1000		Please add \$7.50 per file for bleed trim. For example 50;4/0 postcards on 80# gloss cover would be \$16.50											
				One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided					One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided														
80# Coated, Colored Cover				\$	0.38	\$	0.54	\$	0.24	\$	0.32	\$	0.15	\$	0.25	\$	0.14	\$	0.23	\$	0.18	\$	0.29	\$	0.17	\$	0.27	\$	0.15	\$	0.23	\$	0.12	\$	0.21
#80 Matte Cover				\$	0.38	\$	0.54	\$	0.24	\$	0.32	\$	0.15	\$	0.25	\$	0.14	\$	0.23	\$	0.18	\$	0.29	\$	0.17	\$	0.27	\$	0.15	\$	0.23	\$	0.12	\$	0.21
80# Gloss Cover				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.18	\$	0.29	\$	0.17	\$	0.27	\$	0.15	\$	0.23	\$	0.12	\$	0.21
100# Coated, Colored Cover				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.20	\$	0.31	\$	0.18	\$	0.28	\$	0.17	\$	0.25	\$	0.15	\$	0.23
100# Matte Cover				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.20	\$	0.31	\$	0.18	\$	0.28	\$	0.17	\$	0.25	\$	0.15	\$	0.23
100# Gloss Cover				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.20	\$	0.31	\$	0.18	\$	0.28	\$	0.17	\$	0.25	\$	0.15	\$	0.23
				Quoting this as COVER																															
Handouts, Flyers ; Ink 4/0; 8.5 X 5.5"; Trim to Bleeds				Less than 100		100-500		Greater than 500		Greater than 1000						Less than 100		100-500		Greater than 500		Greater than 1000		Please add \$7.50 per file for bleed trim. For example 50;4/0 postcards on 80# gloss cover would be \$16.50											
				One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided					One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided														
80# Coated, Colored Cover				\$	0.38	\$	0.54	\$	0.24	\$	0.32	\$	0.15	\$	0.25	\$	0.14	\$	0.23	\$	0.18	\$	0.29	\$	0.17	\$	0.27	\$	0.15	\$	0.23	\$	0.12	\$	0.21
80# Gloss Cover				\$	0.38	\$	0.54	\$	0.24	\$	0.32	\$	0.15	\$	0.25	\$	0.14	\$	0.23	\$	0.18	\$	0.29	\$	0.17	\$	0.27	\$	0.15	\$	0.23	\$	0.12	\$	0.21
100# Coated, Colored Cover				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.20	\$	0.31	\$	0.18	\$	0.28	\$	0.17	\$	0.25	\$	0.15	\$	0.23
				Quoting this as COVER																															
Handouts, Flyers ; Ink 4/0; 8.5X 5.5"; Trim to Bleeds (Cont'd)				Less than 100		100-500		Greater than 500		Greater than 1000						Less than 100		100-500		Greater than 500		Greater than 1000		Please add \$7.50 per file for bleed trim. For example 50;4/0 postcards on 100# gloss cover would be \$17.50											
				One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided					One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided														
100# Gloss Cover				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.20	\$	0.31	\$	0.18	\$	0.28	\$	0.17	\$	0.25	\$	0.15	\$	0.23
100# Matte Cover				\$	0.40	\$	0.56	\$	0.26	\$	0.34	\$	0.17	\$	0.26	\$	0.16	\$	0.25	\$	0.20	\$	0.31	\$	0.18	\$	0.28	\$	0.17	\$	0.25	\$	0.15	\$	0.23
#32 Hammermill Text				\$	0.31	\$	0.51	\$	0.21	\$	0.29	\$	0.12	\$	0.21	\$	0.11	\$	0.21	\$	0.14	\$	0.24	\$	0.12	\$	0.22	\$	0.11	\$	0.21	\$	0.10	\$	0.20
32# Coated Text				\$	0.31	\$	0.51	\$	0.21	\$	0.29	\$	0.12	\$	0.21	\$	0.11	\$	0.21	\$	0.12	\$	0.22	\$	0.11	\$	0.21	\$	0.09	\$	0.19	\$	0.08	\$	0.18
				Quoting this as COVER																															
Hand outs, Flyers; Ink 4/0; 8.5X 11"; Trim to Bleeds				Less than 100		100-500		Greater than 500		Greater than 1000						Less than 100		100-500		Greater than 500		Greater than 1000		Please add \$7.50 per file for bleed trim. For example 50;4/0 flyers on 80# gloss cover would be \$25.50											
				One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided					One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided														
80# Colored Cover				\$																															

TOPS PRINTING, INC dba ALPHAGRAPHSBCS (BRYAN, TX)										COPY STOP PRINT SIGNS AND GRAPHICS (BRYAN, TX)											
DESCRIPTION	QUANTITIES									COMMENTS	DESCRIPTION		QUANTITIES								COMMENTS
20# Gloss Text	\$ 0.25	\$ 0.54	\$ 0.20	\$ 0.45	\$ 0.15	\$ 0.30	\$ 0.14	\$ 0.29			\$	\$	\$	\$	\$	\$	\$	\$	N/A - 20# GLOSS TEXT UNAVAILABLE		
24# Matte text	\$ 0.25	\$ 0.54	\$ 0.20	\$ 0.45	\$ 0.15	\$ 0.30	\$ 0.14	\$ 0.29			\$ 0.12	\$ 0.22	\$ 0.11	\$ 0.21	\$ 0.09	\$ 0.19	\$ 0.08	\$ 0.18			
24# Gloss text	\$ 0.25	\$ 0.54	\$ 0.20	\$ 0.45	\$ 0.15	\$ 0.30	\$ 0.14	\$ 0.29			\$	\$	\$	\$	\$	\$	\$	\$	N/A - 24# GLOSS TEXT UNAVAILABLE		
32# Matte text	\$ 0.26	\$ 0.55	\$ 0.21	\$ 0.46	\$ 0.16	\$ 0.31	\$ 0.15	\$ 0.30			\$ 0.12	\$ 0.22	\$ 0.11	\$ 0.21	\$ 0.09	\$ 0.19	\$ 0.08	\$ 0.18			
32# coated text	\$ 0.26	\$ 0.55	\$ 0.21	\$ 0.46	\$ 0.16	\$ 0.31	\$ 0.15	\$ 0.30			\$ 0.12	\$ 0.22	\$ 0.11	\$ 0.21	\$ 0.09	\$ 0.19	\$ 0.08	\$ 0.18			
65# Matte Cover	\$ 0.28	\$ 0.57	\$ 0.23	\$ 0.48	\$ 0.18	\$ 0.33	\$ 0.17	\$ 0.32			\$ 0.12	\$ 0.22	\$ 0.11	\$ 0.21	\$ 0.09	\$ 0.19	\$ 0.08	\$ 0.18			
65# Gloss Cover	\$ 0.28	\$ 0.57	\$ 0.23	\$ 0.48	\$ 0.18	\$ 0.33	\$ 0.17	\$ 0.32			\$ 0.12	\$ 0.22	\$ 0.11	\$ 0.21	\$ 0.09	\$ 0.19	\$ 0.08	\$ 0.18			
80# Matted text	\$ 0.26	\$ 0.55	\$ 0.21	\$ 0.46	\$ 0.16	\$ 0.31	\$ 0.15	\$ 0.30			\$ 0.12	\$ 0.22	\$ 0.11	\$ 0.21	\$ 0.09	\$ 0.19	\$ 0.08	\$ 0.18			
80# Gloss text	\$ 0.26	\$ 0.55	\$ 0.21	\$ 0.46	\$ 0.16	\$ 0.31	\$ 0.15	\$ 0.30			\$ 0.12	\$ 0.22	\$ 0.11	\$ 0.21	\$ 0.09	\$ 0.19	\$ 0.08	\$ 0.18			
Handouts, Flyers, Ink 4/0 11x17 Full Color	Less than 100		100-500		Greater than 500		Greater than 1000				Less than 100		100-500		Greater than 500		Greater than 1000		Please add \$7.50 per file for bleed trim. For example 50/4/0 flyers on 80# coated text would be \$29.00		
	One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided			One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided	One Sided	Two Sided			
20# Matte Text	\$ 0.39	\$ 0.70	\$ 0.33	\$ 0.56	\$ 0.30	\$ 0.50	\$ 0.29	\$ 0.45			\$ 0.36	\$ 0.51	\$ 0.30	\$ 0.46	\$ 0.23	\$ 0.38	\$ 0.22	\$ 0.32			
80# Matted text	\$ 0.40	\$ 0.71	\$ 0.34	\$ 0.57	\$ 0.31	\$ 0.51	\$ 0.30	\$ 0.46			\$ 0.43	\$ 0.58	\$ 0.37	\$ 0.47	\$ 0.29	\$ 0.41	\$ 0.28	\$ 0.39			
80# Gloss text	\$ 0.40	\$ 0.71	\$ 0.34	\$ 0.57	\$ 0.31	\$ 0.51	\$ 0.30	\$ 0.46			\$ 0.43	\$ 0.58	\$ 0.37	\$ 0.47	\$ 0.29	\$ 0.41	\$ 0.28	\$ 0.39			
80# Matt Cover	\$ 0.41	\$ 0.72	\$ 0.35	\$ 0.58	\$ 0.32	\$ 0.52	\$ 0.31	\$ 0.47			\$ 0.54	\$ 0.69	\$ 0.48	\$ 0.64	\$ 0.44	\$ 0.59	\$ 0.41	\$ 0.57			
80# Gloss Cover	\$ 0.41	\$ 0.72	\$ 0.35	\$ 0.58	\$ 0.32	\$ 0.52	\$ 0.31	\$ 0.47			\$ 0.54	\$ 0.69	\$ 0.48	\$ 0.64	\$ 0.44	\$ 0.59	\$ 0.41	\$ 0.57			
100# Matted Cover	\$ 0.42	\$ 0.73	\$ 0.36	\$ 0.59	\$ 0.33	\$ 0.53	\$ 0.32	\$ 0.48			\$ 0.56	\$ 0.71	\$ 0.50	\$ 0.65	\$ 0.46	\$ 0.61	\$ 0.43	\$ 0.59			
100# Gloss Cover	\$ 0.42	\$ 0.73	\$ 0.36	\$ 0.59	\$ 0.33	\$ 0.53	\$ 0.32	\$ 0.48			\$ 0.56	\$ 0.71	\$ 0.50	\$ 0.65	\$ 0.46	\$ 0.61	\$ 0.43	\$ 0.59			
100# Gloss Text	\$ 0.41	\$ 0.72	\$ 0.35	\$ 0.58	\$ 0.32	\$ 0.52	\$ 0.31	\$ 0.47			\$ 0.44	\$ 0.59	\$ 0.38	\$ 0.48	\$ 0.30	\$ 0.42	\$ 0.29	\$ 0.40			
FORMS Black 1/0, 1/1; 8.5 x 11"	DESCRIPTION	Single Side	Double Side	#20 Plain Text	Padded on Left Side w/ Clipboard Back	QTY	UNIT PRICE				DESCRIPTION	Single Side	Double Side	#20 Plain Text	Padded on Left Side w/ Clipboard Back	QTY	UNIT PRICE				
Generic	Single Color		x			Pad 50 sheets	\$ 2.25				Single Color	X		X	X	Pad 50 sheets	\$ 3.15	Quoted as single color black			
Generic	Single Color	x				Pad 50 sheets	\$ 3.75				Single Color		X	X	X	Pad 50 sheets	\$ 5.00	Quoted as single color black			
Generic	Single Color		x			Pad 60 sheets	\$ 2.65				Single Color	X		X	X	Pad 60 sheets	\$ 3.50	Quoted as single color black			
Generic	Single Color	x				Pad 60 sheets	\$ 4.45				Single Color		X	X	X	Pad 60 sheets	\$ 5.25	Quoted as single color black			
Generic	Single Color		x			Pad 90 sheets	\$ 3.85				Single Color	X		X	X	Pad 90 sheets	\$ 6.15	Quoted as single color black			
Generic	Single Color	x				Pad 90 sheets	\$ 6.55				Single Color		X	X	X	Pad 90 sheets	\$ 7.65	Quoted as single color black			
Generic	Single Color		x			Pads 100 sheets	\$ 4.25				Single Color	X		X	X	Pads 100 sheets	\$ 9.75	Quoted as single color black			
Generic	Single Color	x				Pads 100 sheets	\$ 7.25				Single Color		X	X	X	Pads 100 sheets	\$ 10.95	Quoted as single color black			
FORMS Black 1/0, 1/1; 8.5 x 11"	DESCRIPTION	Single Side	Double Side	#20 Plain Text	Padded on Top w/ Clipboard Back	QTY	UNIT PRICE				DESCRIPTION	Single Side	Double Side	#20 Plain Text	Padded on Top w/ Clipboard Back	QTY	UNIT PRICE				
Generic	Single Color		x			Pad 25 sheets	\$ 2.25				Single Color	X		X	X	Pad 25 sheets	\$ 1.95	Quoted as single color black			
Generic	Single Color	x				Pad 25 sheets	\$ 3.75				Single Color		X	X	X	Pad 25 sheets	\$ 3.15	Quoted as single color black			
Generic	Single Color		x			Pad 60 sheets	\$ 2.65				Single Color	X		X	X	Pad 60 sheets	\$ 3.50	Quoted as single color black			
Generic	Single Color	x				Pad 60 sheets	\$ 4.45				Single Color		X	X	X	Pad 60 sheets	\$ 5.25	Quoted as single color black			
Generic	Single Color		x			Pad 80 sheets	\$ 3.85				Single Color	X		X	X	Pad 80 sheets	\$ 5.60	Quoted as single color black			
Generic	Single Color	x				Pad 80 sheets	\$ 6.55				Single Color		X	X	X	Pad 80 sheets	\$ 6.90	Quoted as single color black			
Generic	Single Color		x			1 Pad 90	\$ 4.25				Single Color	X		X	X	1 Pad 90	\$ 6.15	Quoted as single color black			
Generic	Single Color	x				1 Pad 90	\$ 7.25				Single Color		X	X	X	1 Pad 90	\$ 7.65	Quoted as single color black			
Duplicate	Two Color					1 ream	\$ 193.00	250 sets per ream			Two Color	X			X	1 ream	\$ 121.00	Quoted as full color 2 part NCR			
Duplicate	Two Color					1 ream	\$ 193.00	250 sets per ream			Two Color		X		X	1 ream	\$ 149.00	Quoted as full color 2 part NCR			
TriPLICATE	Two Color					1 ream	\$ 193.00	250 sets per ream			Two Color	X			X	1 ream	\$ 121.00	Quoted as full color 3 part NCR			
TriPLICATE	Two Color					1 ream	\$ 193.00	250 sets per ream			Two Color		X		X	1 ream	\$ 155.00	Quoted as full color 3 part NCR			
SPECIAL FORMS	Additional	Single Side	Double Side	#20 Plain Text	OTHER	QTY	UNIT PRICE				Additional	Single Side	Double Side	#20 Plain Text	OTHER	QTY	UNIT PRICE				
Opening & Closing Checklist Padded Forms-Padded	8.5 X 11"; Blk 1/1			✓	Top W/ Clipboard Back	2 Pads 60 sheets	\$ 8.90	Unit Price \$4.45			8.5 X 11"; Blk 1/1		x	✓	Top W/ Clipboard Back	2 Pads 60 sheets	\$ 10.50	Unit Price \$5.25			
Checklist Padded Forms-Padded	8.5 X 11"; Blk 1/1			✓	Top w/ Clipboard back	2 Pads 80 sheets	\$ 11.70	Unit Price \$5.85			8.5 X 11"; Blk 1/1		x	✓	Top w/ Clipboard back	2 Pads 80 sheets	\$ 13.80	Unit Price \$6.9			
Padded 50 /pad, pad in 50s	BLK 1/0; 8/5 X 5.5"			✓	Pad on top w/ chip board at top	1500 pads of 50 forms	\$ 18.92				BLK 1/0; 8/5 X 5.5"	x		✓	Pad on top w/ chip board at top	1500 pads of 50 forms	\$ 1,550.00	1.03/pad			
Padded Forms-Padded on Top	BLK 1/0; 8.5 X 11"				Pad on top w/ chip board at top	4 Pads 75 sheets	\$ 13.00	Unit Price \$3.25			BLK 1/0; 8.5 X 11"	x		x	Pad on top w/ chip board at top	4 Pads 75 sheets	\$ 15.50	Unit Price 3.75			

RFP# 24-023 PRICING
COPY, PRINT AND SIGNAGE SERVICES
Opening: December 21, 2023 @ 2:00 pm CDT

	TOPS PRINTING, INC dba ALPHAGRAPHSBCS (BRYAN, TX)								COPY STOP PRINT SIGNS AND GRAPHICS (BRYAN, TX)								
DESCRIPTION	QUANTITIES							COMMENTS	DESCRIPTION	QUANTITIES							COMMENTS
3 pt NCR Form w/C/P /Shrinkwrap 150/pkg box & delivered	BLK 1/0; 8.5 X 11"					600 pkg	\$ 210.00	Unit Price \$0.35	BLK 1/0; 8.5 X 11"					600 pkg	\$ 315.00	600 sets; Unit Price \$0.525	
Form; 2 part NCR, Prints	BLK 1/0; 8.5 X 11"					1000 pieces	\$ 221.00	Unit Price \$0.221	BLK 1/0; 8.5 X 11"					1000 pieces	\$ 255.00	Unit Price \$ 0.255	
NCR Pad in qty's of 50's w/ chip (5 pads 2 part NCR, Prints	BLK 1/0; 8.5 X 11"				Chipboard back; shrink wrapped 250 per pkg	1500 pieces	\$ 353.00	price is for 1500 forms (30 pads)	BLK 1/0; 8.5 X 11"				Chipboard back; shrink wrapped 250 per pkg	1500 pieces	\$ 415.00		
prints	BLK 1/0; 8.5 X 11"					1000 pieces	\$ 50.00	paper not specified. Price is for 20# bond; Unit Price \$0.05	BLK 1/0; 8.5 X 11"					1000 pieces	\$ 59.50	Plain 8.5x11 - black ink copies 1/0; 20# plain paperQty: 1000; Unit Price \$0.059	
Orders	1 sheet 2 sides, 1 sheet 1 side, print, collate, staple in left corner, box and delivered	✓	✓	✓		500 sets	\$ 70.00	Unit Price \$1.40	1 sheet 2 sides, 1 sheet 1 side, print, collate, staple in left corner, box and delivered	✓	✓	✓		500 sets	\$ 79.00	Plain 8.5x11 - black ink copies 1/0; 20# plain paperQty: 1000	
Form 20#	BLK 1/0; 8.5 X 11"	✓		✓	Crease and trifold, put inside trifold brochure	500	\$ 70.00	Unit Price \$0.14	BLK 1/0; 8.5 X 11"	✓		✓	Crease and trifold, put inside trifold brochure	500	\$ 95.00		
Print Pad - 2 Part Carbonless; 250 per pack,	BLK 1/0; 8.5 X 11"				2 part Carbonless	1,000	\$ 221.00	Unit Price \$2.22	BLK 1/0; 8.5 X 11"				2 part Carbonless	1,000	\$ 255.00	Quoted black ink, single sided	
Form, Shrink Wrap 250 per package; box deliver;	BLK 4/0; 8.5 X11",				2 part Carbonless	500	\$ 331.00	Unit Price \$6.66	BLK 4/0; 8.5 X11",				2 part Carbonless	500	\$ 235.00	Quoted as full color. Unit Price \$0.47	
5 Shts, double sided, collate and staple top left	BLK 1/1; 8.5 X 11"		✓			1,000	\$ 320.00	Unit Price \$0.32	BLK 1/1; 8.5 X 11"			✓		1,000	\$ 1,217.75	1000 sets ; Unit Price \$1.21	
Padded Forms-Padded	BLK 5/8; 8.5 X 3 5/8"					500	\$ 3.75	No Quantity specified. Price is for 1 pad of 50 sheets	BLK 5/8; 8.5 X 3 5/8"					500	\$	* Need confirmation of specs	
Text Form, 100# Gloss	BLK 4/4; Flat 8.5 X11", Finished 8.5 X 3.69"		✓	✓	Crease and trifold	500	\$ 230.00	Unit Price \$0.46	BLK 4/4; Flat 8.5 X11", Finished 8.5 X 3.69"		✓	✓	Crease and trifold	500	\$ 185.00	Unit Price \$ 0.37	
Text Form, 32 Hammermill	BLK 4/4; Flat 8.5 X11", Finished 8.5 X 3.69"		✓		Crease and trifold	50	\$ 54.00	Unit Price \$1.08	BLK 4/4; Flat 8.5 X11", Finished 8.5 X 3.69"		✓		Crease and trifold	50	\$ 37.50	Unit Price \$0.75	
Text Form, 80# Gloss	BLK 4/4; Flat 8.75 X15", Finished 8.75 X 3.75"		✓		Crease and trifold; trim to bleeds	700	\$ 250.00	Unit Price \$0.35	BLK 4/4; Flat 8.75 X15", Finished 8.75 X 3.75"		✓		Crease and trifold; trim to bleeds	700	\$ 235.00	Unit Price \$ 0.33	
Lined Note Pads, 64pgs/Cover, Trim, fold, saddle stitch, box, local delivery; Cover #80 Royal Fiber Gray, Text #60 Offset	Flat 2 7/8"x8 1/4" Finished: 2 7/8"x4 1/8				Cover: 1/0 Ag Maroon, Text: 1/1 Process Blue	500	\$ 1,135.00	Unit Price \$ 2.27	Flat 2 7/8"x8 1/4" Finished: 2 7/8"x4 1/8				Cover: 1/0 Ag Maroon, Text: 1/1 Process Blue	500	\$	* Need confirmation of specs	
Certificates; #100 Matte Cover	BLK 4/4; Finished 8.5 X 5.5"				Trim to Bleeds	1,500	\$ 1,500.00	Unit Price \$1.00	BLK 4/4; Finished 8.5 X 5.5"				Trim to Bleeds	1,500	\$ 295.00	Double Sided - 4/4; Unit Price \$0.196	
Certificates; #100 Matte Cover	Color; Finished 8.5 X 11"				Trim to Bleeds	500	\$ 500.00	Unit Price \$1.00	Color; Finished 8.5 X 11"				Trim to Bleeds	500	\$ 175.00	Single Sided - 4/0; Unit Price \$0.35	
Bank White Vinyl Tabs, Mylar 8 Tabs	9X11" Blk 1/0					800	\$ 280.00	Unit Price \$0.35	9X11" Blk 1/0					800	\$ 195.00	Black Ink Printing only - no inserting; Unit Price \$0.24	
325 Packets w/ 9 pages Single sided and 8 double sided pages, stapled	8.5 X 11" 20# paper, BLK 4/4					350	\$ 686.00	Unit Price \$1.96	8.5 X 11" 20# paper, BLK 4/4					350	\$ 1,135.00	ASSUMES ALL PAGES ARE FULL COLOR & 20# UNCOATED; Unit Price \$3.24	
Invitations, 5X7" 100# Gloss; 4/0	Trim to Bleed					100	\$ 40.00	Price is 4/0 on 100# Gloss cover	Trim to Bleed					100	\$ 20.00	ASSUMES INVITES ARE DOUBLE SIDED & FULL COLOR & GLOSS COVER	
Invitations, 3.5 X 5.5" 80# Gloss 4/0	Trim to Bleed, BLK 4/0					50	\$ 25.00	Price is 4/0 on 100# Gloss cover	Trim to Bleed, BLK 4/0					50	\$ 15.00	Single Sided; 80# GLOSS COVER - 4/0	
PassPort Prints, 8.5 X 11" Trim to Bleeds	100# Matte Cover, BLK 4/0					500	\$ 145.00	Unit Price \$0.29	100# Matte Cover, BLK 4/0					500	\$ 130.00	Unit Price \$0.26	
Pass Cards; 8.5 X 11"	100# Matte Cover, BLK 4/0					1,500	\$ 345.00	Unit Price \$0.34	100# Matte Cover, BLK 4/0					1,500	\$ 325.00	Unit Price \$0.21	
Name Tags 1 X3"	Gold/ Black					10	\$ 200.00	Unit Price \$20.00	Gold/ Black					10	\$ 125.00	(12.50/each) SINGLE SIDED; MAGNET BACK	
Books 8.5X 5.5"; 3 Hole Drilled	Less than 100								Less than 100								
8.5x11 Full Color	One Sided	Two Sided							One Sided	Two Sided							
11X 17"; 3 hole punch, Trim to bleed, crease & custom trifolded (not Covering up the 3 hole punch when folding), slip sheets between sets, BLK 4/0, 80 Gloss; Text	\$ 1.00								\$ 0.66							Pricing will vary on quantity when ordered	
8.5 X 11", Double Sided, 3 hole punch, Trim to bleed, crease & custom trifolded slip sheets between sets, BLK 4/0; 80# Gloss; Text		\$ 1.00								\$ 40.00						Pricing will vary on quantity when ordered	
8.5 X11" 100# Matted Cover	\$	\$ 0.63							\$ 0.37	\$ 0.52						8.5X11 full color single sided	
Books/ Manuals w/ Coils	Less than 100								Less than 100								
100# Matted Cover									\$ 0.37	\$ 0.52							
#100 Uncoated; Clear Vinyl Cover and black back, #20 Plain Text, Coil Bound; 1st pg Blk 4/4 No Bleed	\$	\$							\$	\$						Confirmation of size needed, quoting 8.5x11	
Clear Vinyl Cover, #20 Plain Text, Coil Bound; 1st pg Blk 4/1; other pages Blk 1/1	\$	\$							\$	\$						Price dependent on quantity of pages	
300 Packets Double Single Clear Vinyl Cover Front, Black vinyl Back; w coils	8.5 X 11" 20# paper, BLK 4/4 on 8pages, 1/1 on 2 pages	300	\$ 636.00						Unit Price \$2.12							*Need confirmation on specs of pages vs sheets	

RFP# 24-023 PRICING
COPY, PRINT AND SIGNAGE SERVICES
Opening: December 21, 2023 @ 2:00 pm CDT

TOPS PRINTING, INC dba ALPHAGRAPHSBCS (BRYAN, TX)									COPY STOP PRINT SIGNS AND GRAPHICS (BRYAN, TX)									
DESCRIPTION	QUANTITIES							COMMENTS	DESCRIPTION		QUANTITIES					COMMENTS		
Budget Books; Cover Double sided; Insides Double Sided, no bleed, laminated Covers, black coil binds, 7 mylar tabs (10 bank); 202 pages, 10 double sided sheets	8.5 X 11" 20# paper, BLK 4/4 on 8pages, 1/1 on 2 pages:Laminated Covers, 4/1 No Bleed, Insides 157B/1 & 45 color	75	\$	1,511.00				Unit Price \$20.14	8.5 X 11" 20# paper, BLK 4/4 on 8pages, 1/1 on 2 pages:Laminated Covers, 4/1 No Bleed, Insides 157B/1 & 45 color	75					*Paper Specs needed			
Books Covers	Less than 100					Comments			Less than 100					Comments				
8X10" folded Flat 16X10"	One Sided	Two Sided							One Sided	Two Sided								
#80 Gloss BLK 4/4	\$ 0.42	\$ 0.73				Saddle Stitched, Crease & bifold, deliver folded, Trim to Bleeds								Saddle Stitched, Crease & bifold, deliver folded, Trim to Bleeds		*Need confirmation of specs		
#100 Gloss Blk 4/0	\$ 0.43	\$ 0.74				Single Side								Single Side		*Need confirmation of specs		
	Less than 10		Comments						Less than 10		Comments							
9.5 X 11"	One Sided	Two Sided							One Sided	Two Sided								
#100 Gloss BLK 4/0	\$ 0.95	\$ 2.00	Front Cover						\$ 0.65	\$ 0.85	Front Cover							
#100 Gloss BLK 4/0	\$ 0.95	\$ 2.00	Back Cover						\$ 0.65	\$ 0.85	Back Cover							
Books Spines	Less than 25								Less than 25									
1.5 X 11"	One Sided								One Sided									
#100 Gloss BLK 4/0									\$ 0.35									
DOOR HANGERS	Additional	Single Side	Double Side	#20 Plain Text	OTHER	QTY	UNIT PRICE		Additional	Single Side	Double Side	#20 Plain Text	OTHER	QTY	UNIT PRICE	These prices are assumed the whole qty is ordered at once		
Green Door Hangers,	4.75x 15.75", blk 4/4				Die Cut, paper, perf bottom 2" trim to bleeds	500	\$ 609.00	Unit Price \$1.13	4.75x 15.75", blk 4/4				Die Cut, paper, perf bottom 2" trim to bleeds	500	\$ 535.00	Unit Price \$1.07		
Green Door Hangers,	4.75x 15.75", blk 4/4				Die Cut, paper, perf bottom 2" trim to bleeds	500	\$ 609.00	Unit Price \$1.13	4.75x 15.75", blk 4/4				Die Cut, paper, perf bottom 2" trim to bleeds	500	\$ 535.00	Unit Price \$1.07		
Red Door Hangers	4.75x 15.75", blk 4/0				Die cut, perf along bottom 2", trim to bleeds	500	\$ 540.00	Unit Price \$1.08	4.75x 15.75", blk 4/0				Die cut, perf along bottom 2", trim to bleeds	500	\$ 475.00	Unit Price \$0.95		
Red Door Hangers	4.75x 15.75", blk 4/0				Die cut, perf along bottom 2", trim to bleeds	500	\$ 540.00	Unit Price \$1.08	4.75x 15.75", blk 4/0				Die cut, perf along bottom 2", trim to bleeds	500	\$ 475.00	Unit Price \$0.95		
Door Hangers	4.25x 11", blk 4/0				100# Gloss Cover	1,000	\$ 347.00	Unit Price \$0.34	4.25x 11", blk 4/0				100# Gloss Cover	1,000	\$ 355.00	Unit Price \$0.35		
Door Hangers	4.25x 11", blk 4/0				100# Gloss Cover	1,000	\$ 347.00	Unit Price \$0.34	4.25x 11", blk 4/0				100# Gloss Cover	1,000	\$ 355.00	Unit Price \$0.35		
Door Hanger: Print Collate Pad, PDF Proof, Die cut shrink wrap 250, box deliver	4.25x 11", White CB 1/0 Black, Manila Tag CF 1/0 Black				2 part carbonless	1,000	\$ 389.00	Unit Price \$ 0.38	4.25x 11", White CB 1/0 Black, Manila Tag CF 1/0 Black				2 part carbonless	1,000	\$ 955.00	Unit Price \$0.95		
Door Hanger Hole and Slit Die Cut at Top	4.25x 5.5", #67 White Vellum Bristol					250	\$ 186.00	Unit Price \$ 0.74	4.25x 5.5", #67 White Vellum Bristol					250	\$	Printing specs to be confirmed		
5 Color Door Hangers,#65 Astrobright	4.25x 11", blk 1/0					2,000	\$ 500.00	Unit Price \$0.25	4.25x 11", blk 1/0					2,000	\$ 655.00	Unit Price \$.032		
CARDS	Additional	Black White	Color	#20 Plain Text	OTHER	QTY	UNIT PRICE		Additional	Black White	Color	#20 Plain Text	OTHER	QTY	UNIT PRICE	For all business cards prices are as follows:		
Single Sided CS; 14 pt CIS	3.5 x 2", blk 4/0				Trim to Bleeds	7,000	\$ 368.00	Unit Price \$0.525	3.5 x 2", blk 4/0				Trim to Bleeds	7,000				
Double Sided CS; 14pt CIS	3.5 x 2", blk 4/0				Trim to Bleeds	8,000	\$ 420.00	Unit Price \$0.525/\$13.12 bx	3.5 x 2", blk 4/0				Trim to Bleeds	8,000		Single Sided, Full Bleed; QTY 250 : \$20		
Double Sided CS;14 pt CIS	3.5 x 2", blk 4/0				Trim to Bleeds	8,000	\$ 420.00	Unit Price \$0.525/\$13.12 bx	3.5 x 2", blk 4/0				Trim to Bleeds	8,000		Double Sided, Full Bleed; QTY 250 : \$25		
Single Sided CS; 12pk Kromekote CIS	3.5 x 2", blk 4/0				Trim to Bleeds	40,000	\$ 2,153.00	Unit Price \$0.538/\$26.91 bx	3.5 x 2", blk 4/0				Trim to Bleeds	40,000		Single Sided, Full Bleed; QTY 500 : \$35		
Single Sided CS; Vendor Stock; 14 pt	3.5 x 2", blk 4/0				Trim to Bleeds	2,500	\$ 196.00	Unit Price \$ 0.078/\$39.2 bx	3.5 x 2", blk 4/0				Trim to Bleeds	2,500		Double Sided, Full Bleed; QTY 500 : \$40		
Single Sided 16 pt CS; Vendor Stock;	3.5 x 2", blk 4/0				Trim to Bleeds	500	\$ 69.00	Unit Price \$ 0.138	3.5 x 2", blk 4/0				Trim to Bleeds	500				
Single Sided 16 pt CS;	3.5 x 2", blk 4/0				Trim to Bleeds	500	\$ 69.00	Unit Price \$ 0.138	3.5 x 2", blk 4/0				Trim to Bleeds	500				
Thank you Cards	5.5 x 4.25", blk 4/0				Trim to Bleeds	250	\$ 85.00	Unit Price \$0.34	5.5 x 4.25", blk 4/0				Trim to Bleeds	250	\$ 35.00	Flat 4.25x5.5; Single Sided; 100# matte COVER. Unit Price \$0.14		
Plans / Blue Prints	Additional	Black White	Color	#20 Plain Text	OTHER	QTY	UNIT PRICE		Additional	Black White	Color	#20 Plain Text	OTHER	QTY	UNIT PRICE			
Blue Print paper	11X 17" Blk 10			Blk 1/0	Trim to Bleeds	100	no bid		11X 17" Blk 10			Blk 1/0	Trim to Bleeds	100	\$ 19.50			
Blue Print paper	24X 36" Blk 10				Trim to Bleeds	100	no bid		24X 36" Blk 10				Trim to Bleeds	100	\$ 165.75	Black Ink - No Bleed		
Bookmarks	Additional	Black White	Color	#20 Plain Text	OTHER	QTY	UNIT PRICE		Additional	Black White	Color	#20 Plain Text	OTHER	QTY	UNIT PRICE			
100# Matte Cover; Ink 4/4	2X6"				Trim to Bleeds	400	\$ 92.00		2X6"				Trim to Bleed	400	\$ 35.00			
Envelopes	Additional	Single Side	Double Side	#20 Plain Text	OTHER	QTY	UNIT PRICE		Additional	Single Side	Double Side	#20 Plain Text	OTHER	QTY	UNIT PRICE			
4C #10-24	Blk 4/0 #24 White Regular					6,500	\$ 938.00		Blk 4/0 #24 White Regular					6,500	\$ 775.00			
CSPD #10 Box Deliver	Blk 4/0 #24 White Dove					2,000	\$ 424.00		Blk 4/0 #24 White Dove					2,000	\$ 355.00			
A-2 Envelope; Address printed on Back flap	Blk 1/0					250	\$ 250.00		Blk 1/0					250	\$ 65.00			
Envelopes (cont'd)	Additional	Single Side	Double Side	#20 Plain Text	OTHER	QTY	UNIT PRICE		Additional	Single Side	Double Side	#20 Plain Text	OTHER	QTY	UNIT PRICE			

RFP# 24-023 PRICING
COPY, PRINT AND SIGNAGE SERVICES
Opening: December 21, 2023 @ 2:00 pm CDT

	TOPS PRINTING, INC dba ALPHAGRAPHSBCS (BRYAN, TX)								COPY STOP PRINT SIGNS AND GRAPHICS (BRYAN, TX)								
DESCRIPTION	QUANTITIES							COMMENTS	DESCRIPTION	QUANTITIES							COMMENTS
A-2 Envelope; #24 White Wove	4.375 X 5.75" Blk 1/0					250	\$ 76.00		4.375 X 5.75" Blk 1/0					250	\$ 65.00		
A-6 Envelope; #24 White Wove	4.75 X 6.5" Blk 1/0					250	\$ 80.00		4.75 X 6.5" Blk 1/0					250	\$ 65.00		
Envelope; White Catalog Envelopes	9X12" Blk 1/0					500	\$ 166.00		9X12" Blk 1/0					500	\$ 105.00		
Envelope; 240White Wove #10 w/ Peel & Seal	4.125 X9.5" Blk 1/0					500	\$ 240.00		4.125 X9.5" Blk 1/0					500	\$ 79.50		
Envelope; 240White Wove w/ Security Envelope	4.125 X9.5" Blk 1/0					500	\$ 155.00		4.125 X9.5" Blk 1/0					500	\$ 75.00		
SIGNAGE	Additional	Single Side	Double Side	#20 Plain Text	OTHER	QTY	UNIT PRICE		Additional	Single Side	Double Side	#20 Plain Text	OTHER	QTY	UNIT PRICE	These prices are all priced per sign	
Special Event Foamboards	8.5 x 11", blk 4/0	√				15	\$ 104.00	Unit Price \$6.93	8.5 x 11", blk 4/0	√				15	\$ 9.95		
Special Event Foamboards	8.5 x 5.5", blk 4/0	√			Apply easel from L1#2 to back of foamboard, trim to bleeds	15	\$ 133.00	Unit Price \$8.86	8.5 x 5.5", blk 4/0	√			Apply easel from L1#2 to back of foamboard, trim to bleeds	15	\$ 6.95	Does not include easel - easel priced below	
Foam Board Sign	8.5" Blk X 5.5 BLK 4/0	√			Trim to Bleed	5	\$ 88.00	Unit Price \$17.6	8.5" Blk X 5.5 BLK 4/0	√			Trim to Bleed	5	\$ 6.95		
13 oz Vinyl Banner	120 X 78" BLK 4/0	√				5	\$ 895.00	Unit Price \$179	120 X 78" BLK 4/0	√				5	\$ 175.00		
Banners w/ Grommets	24X48"	√				5	\$ 121.00	Unit Price \$24.2	24X48"	√				5	\$ 39.50		
Mesh Fence Banner	168X38" BLK 4/0	√			Hem & Grommets on all corners and very 2" between; trim to bleeds	10	\$ 2,753.00	Unit Price \$275	168X38" BLK 4/0	√			Hem & Grommets on all corners and very 2" between; trim to bleeds	10	\$ 120.00		
Mesh Fence Banner	336 X 30" BLK 4/0	√			Hem & Grommets on all corners and very 2" between; trim to bleeds	5	\$ 2,071.00	Unit Price \$414	336 X 30" BLK 4/0	√			Hem & Grommets on all corners and very 2" between; trim to bleeds	5	\$ 190.00		
Banner Stand- Non Curl Banner Placed into Banner Stand Fixture	Standing: 34"x79", Printable Area: 33.5"x78"	√			Ink Full Color	5	\$ 965.00	Unit Price \$193	Standing: 34"x79", Printable Area: 33.5"x78"	√			Ink Full Color	5	\$ 175.00		
Corrugated Sign-3mm	23x 36" Blk 4/0	√				60	\$ 1,057.00	Unit Price \$17.61	23x 36" Blk 4/0	√				60	\$ 15.75		
Corrugated Sign-4mm	18 X 24" Blk 4/0	√				5	\$ 109.00	Unit Price \$21.00	18 X 24" Blk 4/0	√				5	\$ 9.50		
Corrugated Sign-4mm	21.5X 16.5 " Blk 4/0	√				25	\$ 315.00	Unit Price \$12.6	21.5X 16.5 " Blk 4/0	√				25	\$ 6.95		
Corrugated Sign-4mm	23 X 23" Blk 4/0	√				55	\$ 637.00	Unit Price \$11.58	23 X 23" Blk 4/0	√				55	\$ 10.50		
Corrugated Sign-4mm	24 X 24" Blk 4/0	√				10	\$ 192.00	Unit Price \$19.2	24 X 24" Blk 4/0	√				10	\$ 11.50		
Corrugated Sign-4mm	23 X 36" Blk 4/0	√				10	\$ 231.00	Unit Price \$23.00	23 X 36" Blk 4/0	√				10	\$ 15.75		
Corrugated Sign-4mm	24 X 36" Blk 4/0	√				35	\$ 653.00	Unit Price \$18.65	24 X 36" Blk 4/0	√				35	\$ 15.75		
Corrugated Sign-4mm	36 X 24" Blk 4/0	√				10	\$ 237.00	Unit Price \$23.70	36 X 24" Blk 4/0	√				10	\$ 15.75		
Corrugated Sign-4mm	36 X 36" Blk 4/0	√				50	\$ 1,222.00	Unit Price \$24.44	36 X 36" Blk 4/0	√				50	\$ 23.60		
Corrugated Sign-4mm	41x55" Blk 4/0	√				10	\$ 419.00	Unit Price \$41.00	41x55" Blk 4/0	√				10	\$ 41.00		
Corrugated Sign-4mm	46 x 66" Blk 4/0	√				5	\$ 299.00	Unit Price \$59.80	46 x 66" Blk 4/0	√				5	\$ 58.00		
Corrugated Sign-4mm	48 x 66" Blk 4/0	√				5	\$ 309.00	Unit Price \$61.00	48 x 66" Blk 4/0	√				5	\$ 58.00		
Corrugated Sign-4mm	96x 66" Blk 4/0	√				5	\$ 549.00	Unit Price \$109.00	96x 66" Blk 4/0	√				5	\$ 118.00		
Corrugated Sign-4mm w/ Grommets	24 X 24" Blk 4/0	√				10	\$ 369.00	Unit Price \$73.8	24 X 24" Blk 4/0	√				10	\$ 12.00		
Corrugated Sign-4mm/ Arrow	17.7 X 9.2" Blk 1/0	√				5	\$ 136.00	Unit Price \$27.00	17.7 X 9.2" Blk 1/0	√				5	\$ 25.00	INCLUDES CONTOUR CUT	
Corrugated Sign-4mm/ Arrow	23 X36" Blk 4/0	√				10	\$ 258.00	Unit Price \$25.80	23 X36" Blk 4/0	√				10	\$ 35.00	INCLUDES CONTOUR CUT	
MDO Signs- .5" MDO Laminated	60X 34" Blk 4/0	√			Trim to Bleeds	10	\$ 2,082.00	Unit Price \$208.20	60X 34" Blk 4/0	√			Trim to Bleeds	10	\$ 395.00		
MDO Signs- .10" pouch MDO Laminated	11X 17"	√			Trim to Bleeds	10	\$ 30.00	Unit Price \$3.00	11X 17"	√			Trim to Bleeds	10	\$	*NEED CLARIFICATION ON SPECS	
MDO, double sided, laminate, trim 4 sides, local delivery.	36X36" Full Color	√			Trim to Bleeds	5	\$ 965.00	Unit Price \$1.93	36X36" Full Color	√			Trim to Bleeds	5	\$	*NEED CLARIFICATION ON SPECS	
100# Matte Cover2 layers of 5mil lam to make 10 mil late, trim to 1/8" edge	8.5 X 11" Blk 4/0	√			Trim to Bleeds	250	\$ 680.00	Unit Price \$2.72	8.5 X 11" Blk 4/0	√			Trim to Bleeds	250	\$ 1.54	\$1.54/ea, \$385/lot	
Satin Poster Paper 100# Gloss	36X24" Blk 4/0	√			Trim to Bleeds	5	\$ 165.00	Unit Price \$33.00	36X24" Blk 4/0	√			Trim to Bleeds	5	\$ 18.00		
Stakes Durable, Zinc-plated, 9 gauge steel	30 X 10"	√				5	\$ 7.50	Unit Price \$1.50	30 X 10"	√				5	\$ 1.95		
Wayfinding Signs- Outside Elevators 3mm White alupanel,	18X12"	√				5	\$ 183.00	Unit Price \$36.6	18X12"	√				5	\$ 22.50	Quoting a 3mm ACM, LAMINATED, Single Sided	
Wayfinding Signs Inside elevators, single sided, 0.2" magnet roll stock	11X15"	√				5	\$ 109.00	Unit Price \$21.8	11X15"	√				5	\$ 24.95	Quoting a .030" Magnet, Laminated	

	TOPS PRINTING, INC dba ALPHAGRAPHSBCS (BRYAN, TX)								COPY STOP PRINT SIGNS AND GRAPHICS (BRYAN, TX)								
DESCRIPTION	QUANTITIES							COMMENTS	DESCRIPTION	QUANTITIES							COMMENTS
Wayfinding Signs: 4 outside, 2 inside, Surface prep, attached with 3M VHB foam tape	5X 7"					10	\$ 206.00	Unit Price \$20.6	5X 7"					10	\$	*NEED CLARIFICATION ON SPECS	
OTHER PRICING FOR CONSIDERATION									OTHER PRICING FOR CONSIDERATION								
Finishing	UNIT PRICE FOR EACH	UNIT PRICE FOR 50	UNIT PRICE FOR 100 >						UNIT PRICE FOR EACH	UNIT PRICE FOR 50	UNIT PRICE FOR 100 >					Per cut/blade movement - bleed trims are priced above	
Cutting	\$ 0.10	\$ 5.00	\$ 10.00						\$ 1.25	\$ 1.00	\$ 0.95						
Coil binding (per finished piece)	\$ 3.00	\$ 2.00	\$ 1.50						\$ 4.35	\$ 3.20	\$ 1.95						
Comb Binding	NA	NA	NA						\$ 4.35	\$ 3.20	\$ 1.95						
Velo Binding	NA	NA	NA						\$ 4.35	\$ 3.20	\$ 1.95						
OTHER PRICING FOR CONSIDERATION									OTHER PRICING FOR CONSIDERATION								
Finishing	UNIT PRICE FOR EACH	UNIT PRICE FOR 50	UNIT PRICE FOR 100 >						UNIT PRICE FOR EACH	UNIT PRICE FOR 50	UNIT PRICE FOR 100 >					PER SHEET, PER HOLE PER SHEET, PER FOLD PER COLLATION <	

TOPS PRINTING, INC dba ALPHAGRAPHSBCS (BRYAN, TX)			COPY STOP PRINT SIGNS AND GRAPHICS (BRYAN, TX)				
DESCRIPTION	QUANTITIES		COMMENTS	DESCRIPTION	QUANTITIES		COMMENTS
20 boxes (order increment)	\$ 1,480.00	\$ 870.00					
50 boxes (order increment)	\$ 3,700.00	\$ 1,950.00					
100 boxes (order increment)	\$ 7,300.00	\$ 3,850.00					
#10 Window - City Envelopes (to match letterhead) - Simple Seal (500 per box)	4-Color Ink	Black Ink					
1 box (order increment)	\$ 350.00	\$ 120.00		4-Color Ink	Black Ink		
10 boxes (order increment)	\$ 2,100.00	\$ 913.00					
20 boxes (order increment)	\$ 4,000.00	\$ 1,719.00					
50 boxes (order increment)	\$ 9,500.00	\$ 3,999.00					
100 boxes (order increment)	\$ 17,000.00	\$ 7,500.00					
DISCOUNT FOR ITEMS NOT LISTED		20%					
DISCOUNT FOR SPECIAL PROJECTS		20%					
BID CERTIFICATION		Y				Y	
LOCAL STORE FRONT		Y				Y	
LEAD TIME			Approximately 5 working days from receipt of the order. Rush jobs will be handled as needed to accommodate critical deadlines.	3-5 Business days, providing a clear framework for project timelines.			

February 22, 2024

Item No. 9.9.

Solid Waste Rate and Feasibility Study Professional Services Contract

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a professional services contract with Burns & McDonnell for a comprehensive solid waste rate and feasibility study, not to exceed \$124,200.

Relationship to Strategic Goals:

1. Financial Sustainability
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the professional services contract.

Summary: This item is to approve a professional services contract with Burns & McDonnell to complete a comprehensive solid waste rate and feasibility study as directed by council in 2023. The budget for a solid waste rate study was approved as a one-time service level adjustment with the FY2024 budget.

RFQ 24-016 was opened on November 3, 2023 and five (5) responses were received and unsealed. Burns & McDonnell was contacted to submit a proposal for the study based upon their selection as being the most highly qualified firm, meeting each evaluation criteria: competency & qualifications, demonstrated experience, workload capacity and history, and proposed approach.

In 2016, solid waste service costs underwent a comprehensive rate study for existing services, with no recommendations adopted at that time. Currently, the service rates are tied to the annual consumer price index for all urban consumers (CPI-U), but may not reflect the actual costs of each type of service, such as residential versus commercial and multi-family collections. Additionally, a benchmark study of other Texas cities providing similar services to determine regional competitiveness has not been conducted in the last 8 years. Lastly, there have been previous agenda discussions illustrating an interest in expanding additional residential services to the multi-family housing sector. As an expansion of these service would involve a significant increase in resources, a financial and operational study containing this option is included in the scope of the study.

Budget & Financial Summary: Funds have been budgeted and are available in the Solid Waste Fund.

Attachments:

1. Burns & McDonnell Scope and Fee
2. Contract No. 24300334 SW Rate Study

PROPOSED APPROACH

WORK PLAN

Understanding of the Objectives

The City of College Station (City) provides a comprehensive array of residential and commercial solid waste and recycling services. Since the City and Burns & McDonnell completed its last solid waste rate and feasibility study, there is a need for the City to develop a new study that provides an understanding of the adequacy of current rates, as well as insight on how to adjust rates in the future to maintain the financial integrity of the solid waste system. Burns & McDonnell will provide the City with an understanding of the full costs of existing solid waste operations and develop a long-term financial plan.

Phase 1 | Project Initiation and Management

Task 1A: Initial Data Request and Review

Following receipt of the Notice to Proceed, Burns & McDonnell will provide the City with a detailed preliminary data request that will encompass data needs for completing the study. The data request will itemize our needs for understanding the operational and financial considerations that must be addressed. While the anticipated data request is too detailed to list in this proposal, the following summarizes key data that we will request from the City:

- ▶ Ordinances, regulations, policies and agreements governing the current finances
- ▶ Supporting documentation used in the computation of all solid waste fees
- ▶ Historical solid waste fees
- ▶ Historical and current budgets
- ▶ Current growth trend information and cost forecasting assumptions
- ▶ Billing data
- ▶ Usage characteristics customers
- ▶ Contracts and inter-governmental agreements
- ▶ Personnel rosters and salary data
- ▶ Inventory and operating costs of equipment
- ▶ Solid wastes revenue
- ▶ Reserve fund balances

This task also includes organization and preliminary analysis of all data received. We recognize that the City may not have all the information requested readily available or may track information differently than requested. We will work with the appointed project manager to arrive at reasonable substitutes for the key data, if needed. There will be key aspects of the information request (e.g., budget data, personnel roster, equipment inventory) that Burns & McDonnell will need prior to the kick-off meeting described in Task 1C.

Task 1B: Establish a Project Task Force

To get the best information possible and increase buy-in for the project outcomes, we recommend that the City establish a Project Task Force (PTF) to participate throughout the process. The PTF would ideally include 5 to 7 key representatives from diverse roles and levels of responsibility. Based on experience applying this approach with other clients, it is our general recommendation that participants include:

- ▶ Public Works Department Manager
- ▶ Solid Waste Division Manager
- ▶ Budget / Finance Director (or designee)
- ▶ City Manager (or designee)

The PTF will participate in the kick-off meeting, help facilitate data collection, provide feedback on preliminary findings and provide support to our Project Team throughout the project. The PTF will participate in project meetings and maintain consistent lines of communication to discuss any questions, concerns, or adjustments pertaining to rate and financial models. By involving a variety of individuals with a wide range of skills and responsibilities, a complete picture of the solid waste system can be developed more quickly. The diverse experience of the participants will help identify problem areas and contribute meaningful input to the solutions.

Task 1C: Conduct Kick-Off Meeting and Project Management

Prior to commencing the study, members of the Project Team will conduct a kick-off meeting with key City staff. At this meeting, we will discuss the project work plan, crucial issues to be addressed, key findings from previous engagements, as well as confirm the timing associated with the various project tasks.

We will facilitate a SWOT (Strengths Weakness, Opportunities and Threats) discussion to identify key issues. We will utilize Poll Everywhere™ software to facilitate the SWOT discussion. We have found with other clients that this communications forum provides an opportunity for well-constructed feedback.

We will also discuss our initial data request which is provided 7 to 14 days prior to the kick-off meeting. Additionally, we will provide the agenda and any handout materials at least two days in advance.

During the meeting, we will identify primary contacts for our Project Team and the City as well as establish the protocol for the exchange of information and the resolution of matters that arise during the normal course of the study.



The kick-off meeting will provide a forum for establishing clear communication for the project.

Phase 1 Deliverables and Meetings

- ▶ Preliminary data request.
- ▶ Electronic copies of the kick-off meeting agenda, handouts and follow-up summary.
- ▶ Participation of Burns & McDonnell Project Manager and key staff in kick-off meeting.

Phase 2 | Current Cost of Service Analysis and Five Year Forecast

A cost of service analysis provides a clear understanding of the current operation's cost of providing service. This methodology is consistent with other studies we have completed for communities across the U.S.

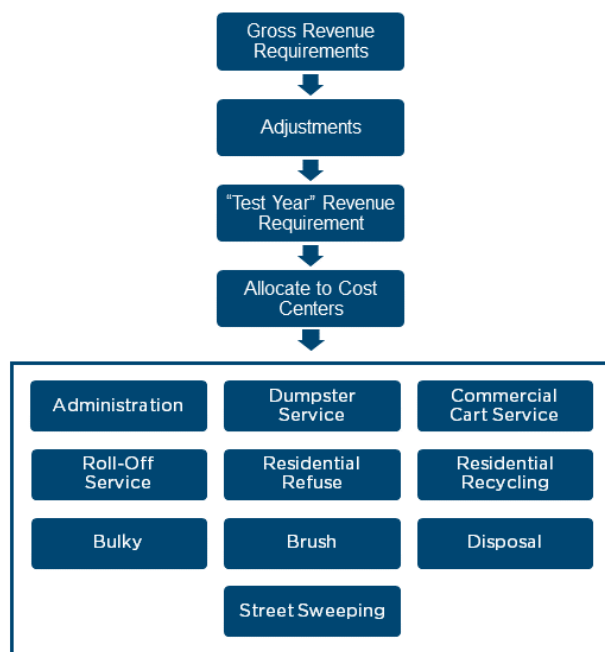
Task 2A: Current Cost of Service Analysis

A "Test Year" is a common term in cost of service studies which delineates an adjusted fiscal year budget that is used as a basis for determining cost of service and setting rates. The Test Year should be representative of typical conditions, with adjustments for any unusual or one-time expenses. Any projected non-recurring

expenses or revenues will be identified and incorporated into the financial forecast. We will work with you to develop an accurate Test Year reflecting the required revenue to meet all operating and maintenance costs, debt service (including coverage and reserve requirements), working capital requirements and capital expenditures.

The goal of this task is to document the current full cost of the City’s various solid waste services and to allocate these costs to the appropriate cost centers and will include the following activities:

- ▶ Review current solid waste policies, procedures, and regulatory requirements as they affect operations, capital projects, revenue program requirements, and rate structures.
- ▶ Review current and historical financial data collected as part of Task 1A.
- ▶ Summarize and analyze the current solid waste fees.
- ▶ Develop a revenue requirement for the “Test Year,” which will include, but is not limited to, the following types of costs:
 - Operational and maintenance;
 - General fund and administrative overhead;
 - Capital equipment and facility costs (current and future needs);
 - Working capital and reserve funds requirements; and
 - Current and anticipated long-term liabilities and debt obligations.
- ▶ Work with the City to define cost centers: Cost centers will be based on the primary services provided by the Solid Waste Division and will be refined based on PTF input. A preliminary listing of cost centers is identified in the adjacent graphic based on the prior study for the City.
- ▶ Work with the City to identify the components and measurements for the cost allocation model.
- ▶ Identify direct and indirect fixed and variable operating cost components and consider the basis for allocating indirect costs.
- ▶ Review of return on investment and administrative transfers.
- ▶ Develop an infrastructure and vehicle replacement analysis to account for growth and replacement.
- ▶ Assist the City in developing or modifying a cost allocation strategy that captures capital, debt, operations and maintenance costs, as well as indirect costs (administration and overhead) for each of the targeted services.
- ▶ Allocate cost centers to customer classes: While subject to refinement, current customer classes include residential, commercial dumpster and commercial roll-off services.
- ▶ Determine billing units (as well as understanding of the current billing system).
- ▶ Calculate the cost of service.



For equipment and personnel that serve more than one function, we will assist in the development of an appropriate strategy to allocate those costs among the programs being evaluated. It will be imperative to work closely with financial and operational personnel during the cost allocation process to verify all direct and

indirect costs are apportioned in an appropriate and meaningful way. A brief written summary of our approach and observations about cost allocation will be included in the draft report.

Task 2A Deliverables and Meetings

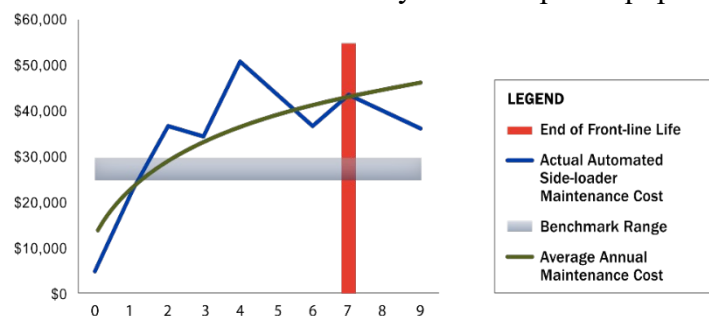
- ▶ Four-to-six-hour meeting with PTF (concurrent with the kick-off meeting).
- ▶ A Test Year revenue requirement.
- ▶ Calculation of the Test Year cost of service.
- ▶ Virtual meeting with PTF to discuss results of Task 2A.

Task 2B: Forecasted Cost of Service Analysis

In addition to calculating the current cost of service for the Test Year, we will project the future cost of service for a five-year time and will allocate these costs to the appropriate cost centers. Burns & McDonnell will work in conjunction with the City to develop an accurate five-year revenue requirement and billing unit forecast. To develop the five-year revenue requirement for the City, we will examine historical budgets and audited financials and, utilizing input from City staff, will develop a forecast that incorporates “known and measurable” changes for the forecasted period. Burns & McDonnell will analyze the assumptions used in projecting the revenue requirement and billing units, including, but not limited to, growth rate, inflation rates, increase in contractual obligations and capital improvement plans for fleet, equipment and facilities.

We will evaluate current growth trend information and cost forecasting assumptions as well as review the information and assumptions to provide a sensitivity analysis and recommend changes if necessary. Burns & McDonnell maintains a detailed analysis of relevant historical financial data (e.g., BLS indices such as CPI, Garbage and Trash Collection and recycling commodity pricing) as well as utilizes the Survey of Professional Forecasters from the Federal Reserve Bank of Philadelphia regarding potential future forecasting. We will also develop the following analysis and schedules as a part of the five-year forecast:

- ▶ **Fleet replacement:** Specific to equipment, we will collaborate with the City to develop an equipment replacement strategy for the five-year forecast. This analysis will be incorporated into the five-year forecast. The graphic on the right is an example of efforts to develop a replacement schedule for another client based on life cycle costs.
- ▶ **Impact of projected new development:** We will account for the operational requirements and associated costs to meet the continued growth in the City.
- ▶ **Reserve funds:** As an enterprise fund, there is a need for 15% working capital balance (based on the prior cost of service study). We will review existing balances and account for additional amounts that may be needed.



This is an example from another cost of service study where we evaluated the annual maintenance costs for side loaders focused on transitioning the City to a more consistent vehicle replacement schedule.

Task 2B Deliverables and Meetings

- ▶ A “base case” five-year revenue requirement forecast.
- ▶ Operational and financial evaluation to expand multi-family and commercial bulk and brush collection.
- ▶ The calculation of the cost of service for each year.
- ▶ Virtual meeting with City staff to discuss results of Task 2B.

Phase 3 | Revenue Generation and Rate Design

This phase will include two primary objectives: (1) to determine current revenue generation and review billing methods; and (2) fee structure methodology and rate development.

Task 3A: Review Revenue Generation of Existing Customer Classes

Burns & McDonnell will evaluate how much revenue is currently generated by the current fee structure from the existing customer classes to determine if revenues generated are sufficient to recover the cost of service assigned to each customer class. We will assess the overall revenue requirement compared to revenue generated under the current fee structure and rates. We will independently estimate how much revenue should be generated by the current billing units to estimate whether any under-recovering is occurring. This analysis will provide the City with an understanding of how current and potential rates are either over- or under-recovering compared to the cost of service, as well as a projection of how long the current rate structure is sustainable to meet the City's needs.

Task 3A Deliverables and Meetings

- ▶ Revenue projections based on current and potentially-planned rates.

Task 3B: Fee Structure Methodology and Rate Development

The objective of this task is to develop proposed rates that meet the needs and objectives of the solid waste system for the next five years. Burns & McDonnell will assess the existing rate structure for its historical performance, overall equity and ability to meet City objectives for future solid waste rates. Prior to developing specific rates, we will provide an overview of several proven approaches to municipal solid waste fund rate design and implementation.

After reviewing the City's current solid waste rate and fee structure and costs of service as applied to various customer categories such as residential and commercial, the Project Team will evaluate the current categories to determine if they should be continued or modified.

Rate alternatives for each rate category will be developed based on our industry experience and collaboration with the PTF. For each alternative, rates will be designed to generate adequate revenues in accordance with the financial forecast results, reflect the results of the cost of services analysis and further the objectives of the City for the utility systems. Pricing objectives could include, but would not be limited to:

- ▶ **Escalation Strategies:** For communities that have a need for increases, rates can be designed to be phased in at once or over an extended period. We will provide the City with an understanding of the financial implications associated with the timing of the proposed increases.
- ▶ **Meeting Revenue Requirements in a Stable and Predictable Manner:** Regardless of the outcome of the rate design process, rates must produce sufficient revenues to meet both the short-term and long-term financial needs and business objectives of the City.
- ▶ **Fee Structure Equity:** To the greatest extent possible, rate design will be based on cost of service principles and will not unduly subsidize certain customers or rate classes at the expense of others. We will specifically align rates with the cost of service for each of the major customer classes.
- ▶ **Simple and Understandable:** From a public relations perspective, simple and easy to understand rate structures are a benefit in that the City will be able to clearly communicate the relationship between the cost of service and customer use.

We will also identify any start-up and/or ongoing costs for implementing alternative rate structures and provide justification for any special classes of customers under an alternative, recommended rate structure. If desired by the City, annual inflationary adjustments may be considered to provide a means by which future adjustments may be indexed and adjusted automatically. This will effectively allow the City to systematically incorporate marginal rate increases.

Task 3B Deliverables and Meetings

- ▶ Virtual meeting to discuss findings and rate recommendations.
- ▶ Rate design recommendations for the next five years for each customer class.

Phase 4 | Benchmarking, Potential Collection Program Expansion and Revenue Enhancement Analysis

This phase will include the evaluation of three key issues: (1) financial benchmarking and privatization evaluation; (2) potential collection program expansion; and (3) analysis of multiple potential additional miscellaneous fees.

Task 4A: Financial Benchmarking and Privatization Evaluation

When Burns & McDonnell collaborated with the City on the prior solid waste cost of service study, some City Council members questioned the need for a rate increase and whether the City should consider privatizing any of the City's collection operations. In 2017, Burns & McDonnell completed a benchmarking and privatization analysis for the City and the upcoming 2024 study will build on the prior efforts. This effort will reflect efforts to benchmark key costs and rates from other communities. Burns & McDonnell will prepare an analysis of current costs and solid waste rates being charged by up to five other cities for major customer classes – such as residential, brush and bulk commercial and roll-off services. We will also provide a comparison of existing miscellaneous fees for the benchmarked communities, as well as an evaluation of how operating costs compare to the benchmarked communities (e.g., identify areas that exceed the average (mean)).

The survey will include an analysis, or any information on how benchmark jurisdictions are setting rates and allocating revenues. The survey will also include other questions the City identifies as valuable in comparing the refuse rate such as community size, special pick-up charges, disposal fees, governmental and regulatory fees, and other services (such as street sweeping) included in the rates. Since we have previously performed similar solid waste financial/rate analyses for several other cities in Texas, we bring a working knowledge of existing rate structures, as well as a familiarity with the other City's solid waste operations, which may help explain why some city's rates are higher/lower than others. In addition to providing information on the rates, we can provide information on the cost of service based on other cost of service studies we have completed.

Regarding privatization, we routinely consult cities that contract out for collect services. These projects provide us with a current understanding of the pricing being proposed by the private sector, as well as their contractual expectations for escalating contract pricing in future years too due to the impact from inflation.

Task 4A Deliverables and Meetings

- ▶ Series of schedules and a report section.

Task 4B: Potential Collection Program Expansion

We will evaluate the operational requirements and costs for the potential expansion of collection programs, such as multi-family and commercial bulk and brush collection options. If needed, we can provide representative cost

estimates based on other collection programs we have recently evaluated for other municipal clients. During this task, we will integrate the following into the financial analysis being completed during Phases 2 and 3:

- ▶ Evaluate the operational requirements and associated costs for collection options and policies to be evaluated, which may include but not be limited to on-demand work order submission, regularly scheduled routes and limits on set-out frequencies and volumes.
- ▶ Develop revenue estimates and ROI based on growth projections to be developed collaboratively between the City and the Project Team.

Task 4B Deliverables and Meetings

- ▶ Report section that evaluates the costs, revenue and ROI of potential expansions.

Task 4C: Identify Revenue Sources or Enhancements

We will work with the City to identify revenue sources or enhancements not currently being utilized by the City. Efforts will include but not be limited to the following:

- ▶ **Potential Additional Revenue Sources:** We will discuss potential revenue sources and strategies that could be considered by the City for residential and commercial operations. After we gain an understanding of the current rate structure, we will discuss potential strategies.
- ▶ **Discuss financial strategies utilized by other cities:** We have worked with multiple cities that have recently implemented innovative approaches to increasing revenue for collection.
- ▶ **Leverage recent statewide projects for Texas:** Recent Burns & McDonnell projects for the State of Texas included tasks to identify funding sources for cities for solid waste and recycling projects. Further, we are working with the Recycling Partnership to identify potential grant funding opportunities for cities in Texas. We advise our clients on grant funding from the Federal government, which can be a significant funding source. In fact, we successfully supported two of the 25 communities that received multi-million dollar awards from the U. S. EPA.

Phase 4C Deliverables and Meetings

- ▶ Report section that evaluates revenue sources or enhancements.

Phase 5 | Report Preparation, Presentation and Excel Model

Task 5A: Draft and Final Report

Upon completion of the analyses, we will develop a Draft Report that documents the report methodology, assumptions and data behind the rate recommendations. The report will also summarize the current rate structure, operating expenses, capital costs, revenue streams, reserve funds, and billing program. We will provide the findings and allow time to answer questions and/or concerns addressed. We will conduct a virtual meeting to review and discuss the report. Within three weeks of the receipt of City comments, we will make appropriate changes and provide the City with a Final Report.

Task 5B: Develop PowerPoint and Conduct Presentation(s)

We recognize the importance of gaining community support through active participation of the public regarding the rate development process. We understand that we may be required to participate in study sessions with staff, Council, committees, or commissions during the study. For the final report and recommended rates, our Project Manager (Scott Pasternak who previously presented them to the City's City Council) will prepare and deliver presentations designed to facilitate an understanding of recommendations. Our fee assumes one presentation.

Task 5C: Develop and Deliver Excel-Based Model and Conduct Training

Burns & McDonnell will develop a user-friendly Microsoft Excel-based model and manual. The model will allow for varying rate structures and plans and will be equipped to facilitate sensitivity and scenario analysis regarding alternative operating and capital plans. The model will be equipped with the following features:

- ▶ Ability to modify future growth rates and customer demands.
- ▶ Modify operation and maintenance expense projections through changes in inflationary assumptions, as well as changes to collection operations.
- ▶ Evaluate alternative fleet replacement schedules, capital improvement programs and funding strategies.
- ▶ Provide flexibility to integrate into the City's financial and billing systems.
- ▶ Ability to evaluate alternative rate structures.

We will provide recommendations for adjustments to existing rate and financial model to allow future rate sensitivity analysis and to allow city staff to perform “what-if” scenarios based on demand and program cost assumptions for future planning. Model documentation will include a written user's guide. Burns & McDonnell will train city staff during a one-day seminar.

Phase 5 Deliverables and Meetings

- ▶ Electronic version of the Draft and Final Reports and schedules.
- ▶ One virtual meeting to discuss the Draft Report and schedules.
- ▶ PowerPoint presentation summarizing objectives, methodology, findings and recommendations.
- ▶ One in-person presentation/meeting or workshop.
- ▶ Electronic copy of the model in Microsoft Excel, User Manual and training session.

FEE

The following table provides an outline of the services to be provided and includes the estimated fee, inclusive of professional fees and out-of-pocket expenses. Services will be invoiced monthly based on a percentage of tasks completed on a phased basis. Payments will be requested via electronic deposit.

PHASE	TASK	FEE
1	Project Initiation and Management	
	Task 1A: Initial Data Request and Review	\$4,200
	Task 1B: Establish a Project Task Force	-
	Task 1C: Conduct Kick-Off Meeting and Project Management	\$9,100
2	Current Cost of Service Analysis and Five Year Forecast	
	Task 2A: Current Cost of Service Analysis	\$17,800
	Task 2B: Forecasted Cost of Service Analysis	\$9,200
3	Revenue Generation and Rate Design	
	Task 3A: Review Revenue Generation of Existing Customer Classes	\$7,400
	Task 3B: Fee Structure Methodology and Rate Development	\$9,300
4	Benchmarking, Potential Collection Program Expansion and Revenue Enhancement Analysis	
	Task 4A: Financial Benchmarking and Privatization Evaluation	\$9,100
	Task 4B: Potential Collection Program Expansion	\$29,400
	Task 4C: Identify Revenue Sources or Enhancements	\$7,300
5	Report Preparation, Presentation and Excel Model	
	Task 5A: Draft and Final Report	\$8,500
	Task 5B: Develop PowerPoint and Conduct Presentation(s)	\$7,400
	Task 5C: Develop and Deliver Excel-Based Model and Conduct Training	\$5,500
Total		\$124,200



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 24300334 PROJECT#: _____ BID/RFP/RFQ#: 24-016

Project Name / Contract Description: Solid Waste Rate and Feasibility Study

Name of Contractor: Burns & McDonnell Engineering Co., Inc.

CONTRACT TOTAL VALUE: \$ 124,200.00 Grant Funded Yes ☐ No ☒
If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☐ N/A Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A
Section 3 Plan Incl. ☐ 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)

Consultant chosen as the most qualified response to RFQ-24-016.

Funding from account code 52140780-5399

CRC Approval Date*: 2/1/2024 (If required)* Council Approval Date*: 2/22/24 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

Emily Fisher 2/16/2024
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

Jim Everts 2/16/2024
ASST CITY MGR – CFO DATE

John A. Haislet 2/16/2024
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 _____

CONSULTANT CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and Burns & McDonnell Engineering Co., Inc., a Missouri based Corporation (the "Consultant"), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I SCOPE OF SERVICES

1.01 This Contract is for a solid waste rate and feasibility study (the "Project"). The scope and details of the work to be provided to the City by Consultant are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference. 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 services 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 services to be performed under this Contract may not, under any circumstances, exceed One Hundred Twenty-Four Thousand Two Hundred **AND 00 / 100 DOLLARS (\$ 124,200.00)**.

ARTICLE III CHANGE ORDERS

3.01 The City may from time to time request changes in the scope and focus of the activities, investigations, and studies conducted or 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 equal to or 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 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.

ARTICLE IV TIME OF PERFORMANCE

- ☒ **4.01** Except as provided in Article X herein below, the Consultant shall complete all of the work described in Exhibit "A" by the dates set forth below.

Completion of study not to exceed 6 months from execution of contract

- OR -

- ☐ **4.01** Except as provided in Article X herein below, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

4.02 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 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 CONSULTANT

5.01 In all activities or services performed hereunder, the Consultant is an independent Consultant and not an agent or employee of the City. The Consultant, as an independent Consultant, 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 subconsultants, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subconsultants 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.

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 and methodologies; devising the format for any interim reports and the final report to the City.

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 information provided by Consultant reflects high professional and industry standards, procedures, and performances. 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 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 product. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any work product found unacceptable, in the City's sole discretion, as soon as possible, but no later than fifteen (15) calendar days after receiving notice of said errors, deficiencies, or unacceptable work product.

7.04 Any and all of Consultant's work product ("Work Product") hereunder 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.

7.05 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.

7.06 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 VII of the Contract.

ARTICLE VIII INDEMNIFICATION & RELEASE

8.01 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 breach of contract including failure to pay a subconsultant, subconsultant, or supplier occurring in the course of performance of professional services pursuant to this Contract by Consultant, its employees, subconsultants, 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 named in section 8.01 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) It is mutually understood and agreed that the indemnification provided for in this section shall indefinitely survive any expiration, completion or termination of this Contract.
- (d) 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 this section, 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. 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 Release. The Consultant releases, relinquishes, and discharges the City, its council members, officials, officers, agents, 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**~~

(Replaced by Exhibit C)

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

Contract No. 24300334

Professional Services-Consultant

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Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below:

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

9.02 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.

9.03 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 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, attached hereto as **Exhibit C**, and approved by the City before any letter of authorization to commence project will issue or any work on the Project commences.

9.04 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 will be accepted.
- (b) Deductibles shall be named 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 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 company or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

9.05 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.

9.06 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.

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

9.08 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 X TERMINATION

10.01 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 services performed. In the event that the City terminates this Contract for convenience, the City shall pay Consultant for the services properly performed and expenses incurred prior to the date of termination.

10.02 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 XI MISCELLANEOUS TERMS

11.01 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.

11.02 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:

CITY:

City of College Station
Attn: Caroline Ask
P.O. Box 9960
College Station, Texas 77842

CONSULTANT:

Burns & McDonnell
Attn: Scott Pasternak
6200 Bridge Point Pkwy 400
Austin, TX 78730

11.03 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.

11.04 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 services of an undocumented worker. The Consultant, not the City, must verify eligibility for employment as required by IRCA.

11.05 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.

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

11.07 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.

11.08 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.

11.09 This Contract represents the entire and integrated Contract 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.

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

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

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

11.13 Verification No Boycott. 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.

11.14 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.

List of Exhibits

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

BURNS & MCDONNELL

CITY OF COLLEGE STATION

By: Jake Merriman
Printed Name: Jake Merriman
Title: Regional Environmental Services Manager
Date: 2/15/2024

By: _____
City Manager
Date: _____

APPROVED:

John R. Haislet
City Attorney
Date: 2/16/2024

Jim (Austin)
Assistant City Manager/CFO
Date: 2/16/2024

Exhibit A
Scope of Services

See attached proposal...

PROPOSED APPROACH

WORK PLAN

Understanding of the Objectives

The City of College Station (City) provides a comprehensive array of residential and commercial solid waste and recycling services. Since the City and Burns & McDonnell completed its last solid waste rate and feasibility study, there is a need for the City to develop a new study that provides an understanding of the adequacy of current rates, as well as insight on how to adjust rates in the future to maintain the financial integrity of the solid waste system. Burns & McDonnell will provide the City with an understanding of the full costs of existing solid waste operations and develop a long-term financial plan.

Phase 1 | Project Initiation and Management

Task 1A: Initial Data Request and Review

Following receipt of the Notice to Proceed, Burns & McDonnell will provide the City with a detailed preliminary data request that will encompass data needs for completing the study. The data request will itemize our needs for understanding the operational and financial considerations that must be addressed. While the anticipated data request is too detailed to list in this proposal, the following summarizes key data that we will request from the City:

- ▶ Ordinances, regulations, policies and agreements governing the current finances
- ▶ Supporting documentation used in the computation of all solid waste fees
- ▶ Historical solid waste fees
- ▶ Historical and current budgets
- ▶ Current growth trend information and cost forecasting assumptions
- ▶ Billing data
- ▶ Usage characteristics customers
- ▶ Contracts and inter-governmental agreements
- ▶ Personnel rosters and salary data
- ▶ Inventory and operating costs of equipment
- ▶ Solid wastes revenue
- ▶ Reserve fund balances

This task also includes organization and preliminary analysis of all data received. We recognize that the City may not have all the information requested readily available or may track information differently than requested. We will work with the appointed project manager to arrive at reasonable substitutes for the key data, if needed. There will be key aspects of the information request (e.g., budget data, personnel roster, equipment inventory) that Burns & McDonnell will need prior to the kick-off meeting described in Task 1C.

Task 1B: Establish a Project Task Force

To get the best information possible and increase buy-in for the project outcomes, we recommend that the City establish a Project Task Force (PTF) to participate throughout the process. The PTF would ideally include 5 to 7 key representatives from diverse roles and levels of responsibility. Based on experience applying this approach with other clients, it is our general recommendation that participants include:

- ▶ Public Works Department Manager
- ▶ Solid Waste Division Manager
- ▶ Budget / Finance Director (or designee)
- ▶ City Manager (or designee)

The PTF will participate in the kick-off meeting, help facilitate data collection, provide feedback on preliminary findings and provide support to our Project Team throughout the project. The PTF will participate in project meetings and maintain consistent lines of communication to discuss any questions, concerns, or adjustments pertaining to rate and financial models. By involving a variety of individuals with a wide range of skills and responsibilities, a complete picture of the solid waste system can be developed more quickly. The diverse experience of the participants will help identify problem areas and contribute meaningful input to the solutions.

Task 1C: Conduct Kick-Off Meeting and Project Management

Prior to commencing the study, members of the Project Team will conduct a kick-off meeting with key City staff. At this meeting, we will discuss the project work plan, crucial issues to be addressed, key findings from previous engagements, as well as confirm the timing associated with the various project tasks.

We will facilitate a SWOT (Strengths Weakness, Opportunities and Threats) discussion to identify key issues. We will utilize Poll Everywhere™ software to facilitate the SWOT discussion. We have found with other clients that this communications forum provides an opportunity for well-constructed feedback.

We will also discuss our initial data request which is provided 7 to 14 days prior to the kick-off meeting. Additionally, we will provide the agenda and any handout materials at least two days in advance.

During the meeting, we will identify primary contacts for our Project Team and the City as well as establish the protocol for the exchange of information and the resolution of matters that arise during the normal course of the study.



The kick-off meeting will provide a forum for establishing clear communication for the project.

Phase 1 Deliverables and Meetings

- ▶ Preliminary data request.
- ▶ Electronic copies of the kick-off meeting agenda, handouts and follow-up summary.
- ▶ Participation of Burns & McDonnell Project Manager and key staff in kick-off meeting.

Phase 2 | Current Cost of Service Analysis and Five Year Forecast

A cost of service analysis provides a clear understanding of the current operation's cost of providing service. This methodology is consistent with other studies we have completed for communities across the U.S.

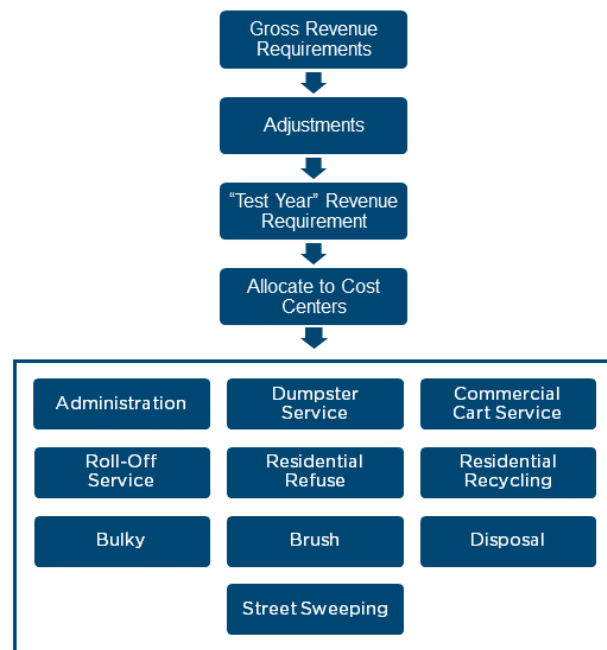
Task 2A: Current Cost of Service Analysis

A "Test Year" is a common term in cost of service studies which delineates an adjusted fiscal year budget that is used as a basis for determining cost of service and setting rates. The Test Year should be representative of typical conditions, with adjustments for any unusual or one-time expenses. Any projected non-recurring

expenses or revenues will be identified and incorporated into the financial forecast. We will work with you to develop an accurate Test Year reflecting the required revenue to meet all operating and maintenance costs, debt service (including coverage and reserve requirements), working capital requirements and capital expenditures.

The goal of this task is to document the current full cost of the City’s various solid waste services and to allocate these costs to the appropriate cost centers and will include the following activities:

- ▶ Review current solid waste policies, procedures, and regulatory requirements as they affect operations, capital projects, revenue program requirements, and rate structures.
- ▶ Review current and historical financial data collected as part of Task 1A.
- ▶ Summarize and analyze the current solid waste fees.
- ▶ Develop a revenue requirement for the “Test Year,” which will include, but is not limited to, the following types of costs:
 - Operational and maintenance;
 - General fund and administrative overhead;
 - Capital equipment and facility costs (current and future needs);
 - Working capital and reserve funds requirements; and
 - Current and anticipated long-term liabilities and debt obligations.
- ▶ Work with the City to define cost centers: Cost centers will be based on the primary services provided by the Solid Waste Division and will be refined based on PTF input. A preliminary listing of cost centers is identified in the adjacent graphic based on the prior study for the City.
- ▶ Work with the City to identify the components and measurements for the cost allocation model.
- ▶ Identify direct and indirect fixed and variable operating cost components and consider the basis for allocating indirect costs.
- ▶ Review of return on investment and administrative transfers.
- ▶ Develop an infrastructure and vehicle replacement analysis to account for growth and replacement.
- ▶ Assist the City in developing or modifying a cost allocation strategy that captures capital, debt, operations and maintenance costs, as well as indirect costs (administration and overhead) for each of the targeted services.
- ▶ Allocate cost centers to customer classes: While subject to refinement, current customer classes include residential, commercial dumpster and commercial roll-off services.
- ▶ Determine billing units (as well as understanding of the current billing system).
- ▶ Calculate the cost of service.



For equipment and personnel that serve more than one function, we will assist in the development of an appropriate strategy to allocate those costs among the programs being evaluated. It will be imperative to work closely with financial and operational personnel during the cost allocation process to verify all direct and

indirect costs are apportioned in an appropriate and meaningful way. A brief written summary of our approach and observations about cost allocation will be included in the draft report.

Task 2A Deliverables and Meetings

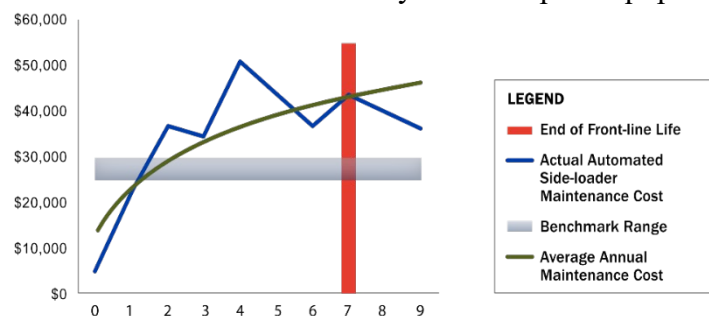
- ▶ Four-to-six-hour meeting with PTF (concurrent with the kick-off meeting).
- ▶ A Test Year revenue requirement.
- ▶ Calculation of the Test Year cost of service.
- ▶ Virtual meeting with PTF to discuss results of Task 2A.

Task 2B: Forecasted Cost of Service Analysis

In addition to calculating the current cost of service for the Test Year, we will project the future cost of service for a five-year time and will allocate these costs to the appropriate cost centers. Burns & McDonnell will work in conjunction with the City to develop an accurate five-year revenue requirement and billing unit forecast. To develop the five-year revenue requirement for the City, we will examine historical budgets and audited financials and, utilizing input from City staff, will develop a forecast that incorporates “known and measurable” changes for the forecasted period. Burns & McDonnell will analyze the assumptions used in projecting the revenue requirement and billing units, including, but not limited to, growth rate, inflation rates, increase in contractual obligations and capital improvement plans for fleet, equipment and facilities.

We will evaluate current growth trend information and cost forecasting assumptions as well as review the information and assumptions to provide a sensitivity analysis and recommend changes if necessary. Burns & McDonnell maintains a detailed analysis of relevant historical financial data (e.g., BLS indices such as CPI, Garbage and Trash Collection and recycling commodity pricing) as well as utilizes the Survey of Professional Forecasters from the Federal Reserve Bank of Philadelphia regarding potential future forecasting. We will also develop the following analysis and schedules as a part of the five-year forecast:

- ▶ **Fleet replacement:** Specific to equipment, we will collaborate with the City to develop an equipment replacement strategy for the five-year forecast. This analysis will be incorporated into the five-year forecast. The graphic on the right is an example of efforts to develop a replacement schedule for another client based on life cycle costs.
- ▶ **Impact of projected new development:** We will account for the operational requirements and associated costs to meet the continued growth in the City.
- ▶ **Reserve funds:** As an enterprise fund, there is a need for 15% working capital balance (based on the prior cost of service study). We will review existing balances and account for additional amounts that may be needed.



This is an example from another cost of service study where we evaluated the annual maintenance costs for side loaders focused on transitioning the City to a more consistent vehicle replacement schedule.

Task 2B Deliverables and Meetings

- ▶ A “base case” five-year revenue requirement forecast.
- ▶ Operational and financial evaluation to expand multi-family and commercial bulk and brush collection.
- ▶ The calculation of the cost of service for each year.
- ▶ Virtual meeting with City staff to discuss results of Task 2B.

Phase 3 | Revenue Generation and Rate Design

This phase will include two primary objectives: (1) to determine current revenue generation and review billing methods; and (2) fee structure methodology and rate development.

Task 3A: Review Revenue Generation of Existing Customer Classes

Burns & McDonnell will evaluate how much revenue is currently generated by the current fee structure from the existing customer classes to determine if revenues generated are sufficient to recover the cost of service assigned to each customer class. We will assess the overall revenue requirement compared to revenue generated under the current fee structure and rates. We will independently estimate how much revenue should be generated by the current billing units to estimate whether any under-recovering is occurring. This analysis will provide the City with an understanding of how current and potential rates are either over- or under-recovering compared to the cost of service, as well as a projection of how long the current rate structure is sustainable to meet the City's needs.

Task 3A Deliverables and Meetings

- ▶ Revenue projections based on current and potentially-planned rates.

Task 3B: Fee Structure Methodology and Rate Development

The objective of this task is to develop proposed rates that meet the needs and objectives of the solid waste system for the next five years. Burns & McDonnell will assess the existing rate structure for its historical performance, overall equity and ability to meet City objectives for future solid waste rates. Prior to developing specific rates, we will provide an overview of several proven approaches to municipal solid waste fund rate design and implementation.

After reviewing the City's current solid waste rate and fee structure and costs of service as applied to various customer categories such as residential and commercial, the Project Team will evaluate the current categories to determine if they should be continued or modified.

Rate alternatives for each rate category will be developed based on our industry experience and collaboration with the PTF. For each alternative, rates will be designed to generate adequate revenues in accordance with the financial forecast results, reflect the results of the cost of services analysis and further the objectives of the City for the utility systems. Pricing objectives could include, but would not be limited to:

- ▶ **Escalation Strategies:** For communities that have a need for increases, rates can be designed to be phased in at once or over an extended period. We will provide the City with an understanding of the financial implications associated with the timing of the proposed increases.
- ▶ **Meeting Revenue Requirements in a Stable and Predictable Manner:** Regardless of the outcome of the rate design process, rates must produce sufficient revenues to meet both the short-term and long-term financial needs and business objectives of the City.
- ▶ **Fee Structure Equity:** To the greatest extent possible, rate design will be based on cost of service principles and will not unduly subsidize certain customers or rate classes at the expense of others. We will specifically align rates with the cost of service for each of the major customer classes.
- ▶ **Simple and Understandable:** From a public relations perspective, simple and easy to understand rate structures are a benefit in that the City will be able to clearly communicate the relationship between the cost of service and customer use.

We will also identify any start-up and/or ongoing costs for implementing alternative rate structures and provide justification for any special classes of customers under an alternative, recommended rate structure. If desired by the City, annual inflationary adjustments may be considered to provide a means by which future adjustments may be indexed and adjusted automatically. This will effectively allow the City to systematically incorporate marginal rate increases.

Task 3B Deliverables and Meetings

- ▶ Virtual meeting to discuss findings and rate recommendations.
- ▶ Rate design recommendations for the next five years for each customer class.

Phase 4 | Benchmarking, Potential Collection Program Expansion and Revenue Enhancement Analysis

This phase will include the evaluation of three key issues: (1) financial benchmarking and privatization evaluation; (2) potential collection program expansion; and (3) analysis of multiple potential additional miscellaneous fees.

Task 4A: Financial Benchmarking and Privatization Evaluation

When Burns & McDonnell collaborated with the City on the prior solid waste cost of service study, some City Council members questioned the need for a rate increase and whether the City should consider privatizing any of the City's collection operations. In 2017, Burns & McDonnell completed a benchmarking and privatization analysis for the City and the upcoming 2024 study will build on the prior efforts. This effort will reflect efforts to benchmark key costs and rates from other communities. Burns & McDonnell will prepare an analysis of current costs and solid waste rates being charged by up to five other cities for major customer classes – such as residential, brush and bulk commercial and roll-off services. We will also provide a comparison of existing miscellaneous fees for the benchmarked communities, as well as an evaluation of how operating costs compare to the benchmarked communities (e.g., identify areas that exceed the average (mean)).

The survey will include an analysis, or any information on how benchmark jurisdictions are setting rates and allocating revenues. The survey will also include other questions the City identifies as valuable in comparing the refuse rate such as community size, special pick-up charges, disposal fees, governmental and regulatory fees, and other services (such as street sweeping) included in the rates. Since we have previously performed similar solid waste financial/rate analyses for several other cities in Texas, we bring a working knowledge of existing rate structures, as well as a familiarity with the other City's solid waste operations, which may help explain why some city's rates are higher/lower than others. In addition to providing information on the rates, we can provide information on the cost of service based on other cost of service studies we have completed.

Regarding privatization, we routinely consult cities that contract out for collect services. These projects provide us with a current understanding of the pricing being proposed by the private sector, as well as their contractual expectations for escalating contract pricing in future years too due to the impact from inflation.

Task 4A Deliverables and Meetings

- ▶ Series of schedules and a report section.

Task 4B: Potential Collection Program Expansion

We will evaluate the operational requirements and costs for the potential expansion of collection programs, such as multi-family and commercial bulk and brush collection options. If needed, we can provide representative cost

estimates based on other collection programs we have recently evaluated for other municipal clients. During this task, we will integrate the following into the financial analysis being completed during Phases 2 and 3:

- ▶ Evaluate the operational requirements and associated costs for collection options and policies to be evaluated, which may include but not be limited to on-demand work order submission, regularly scheduled routes and limits on set-out frequencies and volumes.
- ▶ Develop revenue estimates and ROI based on growth projections to be developed collaboratively between the City and the Project Team.

Task 4B Deliverables and Meetings

- ▶ Report section that evaluates the costs, revenue and ROI of potential expansions.

Task 4C: Identify Revenue Sources or Enhancements

We will work with the City to identify revenue sources or enhancements not currently being utilized by the City. Efforts will include but not be limited to the following:

- ▶ **Potential Additional Revenue Sources:** We will discuss potential revenue sources and strategies that could be considered by the City for residential and commercial operations. After we gain an understanding of the current rate structure, we will discuss potential strategies.
- ▶ **Discuss financial strategies utilized by other cities:** We have worked with multiple cities that have recently implemented innovative approaches to increasing revenue for collection.
- ▶ **Leverage recent statewide projects for Texas:** Recent Burns & McDonnell projects for the State of Texas included tasks to identify funding sources for cities for solid waste and recycling projects. Further, we are working with the Recycling Partnership to identify potential grant funding opportunities for cities in Texas. We advise our clients on grant funding from the Federal government, which can be a significant funding source. In fact, we successfully supported two of the 25 communities that received multi-million dollar awards from the U. S. EPA.

Phase 4C Deliverables and Meetings

- ▶ Report section that evaluates revenue sources or enhancements.

Phase 5 | Report Preparation, Presentation and Excel Model

Task 5A: Draft and Final Report

Upon completion of the analyses, we will develop a Draft Report that documents the report methodology, assumptions and data behind the rate recommendations. The report will also summarize the current rate structure, operating expenses, capital costs, revenue streams, reserve funds, and billing program. We will provide the findings and allow time to answer questions and/or concerns addressed. We will conduct a virtual meeting to review and discuss the report. Within three weeks of the receipt of City comments, we will make appropriate changes and provide the City with a Final Report.

Task 5B: Develop PowerPoint and Conduct Presentation(s)

We recognize the importance of gaining community support through active participation of the public regarding the rate development process. We understand that we may be required to participate in study sessions with staff, Council, committees, or commissions during the study. For the final report and recommended rates, our Project Manager (Scott Pasternak who previously presented them to the City's City Council) will prepare and deliver presentations designed to facilitate an understanding of recommendations. Our fee assumes one presentation.

Task 5C: Develop and Deliver Excel-Based Model and Conduct Training

Burns & McDonnell will develop a user-friendly Microsoft Excel-based model and manual. The model will allow for varying rate structures and plans and will be equipped to facilitate sensitivity and scenario analysis regarding alternative operating and capital plans. The model will be equipped with the following features:

- ▶ Ability to modify future growth rates and customer demands.
- ▶ Modify operation and maintenance expense projections through changes in inflationary assumptions, as well as changes to collection operations.
- ▶ Evaluate alternative fleet replacement schedules, capital improvement programs and funding strategies.
- ▶ Provide flexibility to integrate into the City's financial and billing systems.
- ▶ Ability to evaluate alternative rate structures.

We will provide recommendations for adjustments to existing rate and financial model to allow future rate sensitivity analysis and to allow city staff to perform “what-if” scenarios based on demand and program cost assumptions for future planning. Model documentation will include a written user's guide. Burns & McDonnell will train city staff during a one-day seminar.

Phase 5 Deliverables and Meetings

- ▶ Electronic version of the Draft and Final Reports and schedules.
- ▶ One virtual meeting to discuss the Draft Report and schedules.
- ▶ PowerPoint presentation summarizing objectives, methodology, findings and recommendations.
- ▶ One in-person presentation/meeting or workshop.
- ▶ Electronic copy of the model in Microsoft Excel, User Manual and training session.

FEE

The following table provides an outline of the services to be provided and includes the estimated fee, inclusive of professional fees and out-of-pocket expenses. Services will be invoiced monthly based on a percentage of tasks completed on a phased basis. Payments will be requested via electronic deposit.

PHASE	TASK	FEE
1	Project Initiation and Management	
	Task 1A: Initial Data Request and Review	\$4,200
	Task 1B: Establish a Project Task Force	-
	Task 1C: Conduct Kick-Off Meeting and Project Management	\$9,100
2	Current Cost of Service Analysis and Five Year Forecast	
	Task 2A: Current Cost of Service Analysis	\$17,800
	Task 2B: Forecasted Cost of Service Analysis	\$9,200
3	Revenue Generation and Rate Design	
	Task 3A: Review Revenue Generation of Existing Customer Classes	\$7,400
	Task 3B: Fee Structure Methodology and Rate Development	\$9,300
4	Benchmarking, Potential Collection Program Expansion and Revenue Enhancement Analysis	
	Task 4A: Financial Benchmarking and Privatization Evaluation	\$9,100
	Task 4B: Potential Collection Program Expansion	\$29,400
	Task 4C: Identify Revenue Sources or Enhancements	\$7,300
5	Report Preparation, Presentation and Excel Model	
	Task 5A: Draft and Final Report	\$8,500
	Task 5B: Develop PowerPoint and Conduct Presentation(s)	\$7,400
	Task 5C: Develop and Deliver Excel-Based Model and Conduct Training	\$5,500
Total		\$124,200

PROJECT ASSUMPTIONS

For this assignment, Burns & McDonnell notes that our proposal is based on the understanding that:

- ▶ Burns & McDonnell will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If Burns & McDonnell fails to meet the foregoing standard, Burns & McDonnell will perform at its own cost, the professional services necessary to correct errors and omissions reported to Contractor in writing within one year from the completion of the Burns & McDonnell's services. No warranty, express or implied, is included as part of the services to be provided.
- ▶ Estimates and projections prepared by Burns & McDonnell relating to construction costs and schedules, operation and maintenance costs, inflation, equipment characteristics and performance, and operating results are based on Burns & McDonnell's experience, qualifications, and judgment as a design and consulting professional. Since Burns & McDonnell has no control over weather, cost and availability of labor, material and equipment, labor productivity, construction contractors' procedures and methods, unavoidable delays, construction contractors' methods of determining prices, economic conditions, competitive bidding or market conditions, and other factors affecting such cost opinions or projections, Burns & McDonnell does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost estimates and projections prepared by Consultant.
- ▶ In no event will Burns & McDonnell be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties. aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by Burns & McDonnell's insurance, will not exceed \$100,000.
- ▶ The schedule is contingent on the timing receipt of requested data and review of draft deliverables.

Exhibit B
Payment Terms

SELECT ONE:

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 Article II 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 attached proposed Scope of Services with fee schedule...

Exhibit C
Requirements/
Certificates of Insurance

Exhibit C

Insurance Requirements and Certificates of Insurance

I. The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The following insurance policies shall be required:

- A. Commercial General Liability
- B. Business Automobile Liability
- C. Workers' Compensation
- D. Professional Liability

II. For each of these policies where additional insurance coverage is required, the Contractor's insurance coverage shall be 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, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. All Certificates of Insurance and relevant endorsements shall be furnished, on the most current State of Texas Department of Insurance-approved forms, to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit D, and approved by the City *before* work commences.

III. **General Requirements** Applicable to All Policies.

- A. Only insurance carriers licensed and authorized to do business in the State of Texas shall be accepted.
- B. Contractor responsible for all deductibles underneath the policies.
- 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 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 company or its authorized agent on the most current State of Texas Department of Insurance-approved form.
- F. The City of College Station, its officials, employees, and volunteers are to be listed as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies.

IV. **Commercial General Liability** requirements:

- A. Coverage shall be written by a carrier with an "A: VIII" or better rating in accordance with the current Best Key Rating Guide.
- B. Limits of Liability of \$1,000,000 per occurrence per project for bodily injury and property damage with a \$2,000,000 annual aggregate limit.
- C. Intentionally Omitted.

- D. The coverage shall not exclude premises/operations; independent contracts; products/completed operations; contractual liability; and host liquor liability.
- E. The City shall be listed as Additional Insured, and the policy shall be endorsed to waive rights of subrogation, to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

V. **Business Automobile Liability** requirements:

- A. Coverage shall be written by a carrier with an “A:VIII” or better rating in accordance with the current A.M. Best Key Rating Guide.
- B. 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.

VI. **Workers’ Compensation Insurance** requirements:

- A. The workers compensation insurance shall include the following terms:
 - 1. Employer’s Liability limits of \$1,000,000 for each accident is required.
 - 2. “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy.
 - 3. 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.

VII. **Professional Liability** requirements:

- A. Coverage shall be written by a carrier with a “A:VIII” or better rating in accordance with the current A.M. Best Key Rating Guide.
- B. Limits of \$1,000,000 per claim and \$1,000,000 aggregate.
- C. For “claims made” policies, the policy shall be maintained or the availability of a 24-month extended reporting period is required and retroactive date must be shown on the certificate of insurance.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/1/2024

2/8/2024

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED 1334942 BURNS & MCDONNELL ENGINEERING COMPANY, INC. PO BOX 419173 KANSAS CITY MO 64141-6173 PASTERNAK, SCOTT	INSURER(S) AFFORDING COVERAGE INSURER A: Liberty Mutual Fire Insurance Company INSURER B: Steadfast Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 23035 26387

COVERAGES * **CERTIFICATE NUMBER:** 20281477 **REVISION NUMBER:** XXXXXXXX

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:	N	N	TB2-641-432888-473	12/1/2023	12/1/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	N	N	AS2-641-432888-043	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ N	N/A	WC2-641-432888-013	12/1/2023	12/1/2024	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	EOC 7042179-03	12/1/2023	12/1/2024	\$1,000,000 PER CLAIM; \$1,000,000 AGGREGATE

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

RE: BMCD PROJECT #167760; COLLEGE STATION SW COS STUDY. THE CITY OF COLLEGE STATION, ITS OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY AND NON-CONTRIBUTORY, AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER

20281477
CITY OF COLLEGE STATION, TX
1101 TEXAS AVE
COLLEGE STATION TX 77840

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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February 22, 2024
Item No. 10.1.
Prime Air Drone Delivery Update

Sponsor: Michael Ostrowski, Director of Economic Development

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding an update on Amazon's Prime Air drone delivery service in College Station.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommend that Council receive the presentation.

Summary: In December 2022, Amazon launched their Prime Air drone delivery program in College Station, one of only two locations nationwide. Since that inaugural package, Prime Air has successfully delivered goods to its College Station customers. Amazon Prime Air has continued to invest in its technology infrastructure and customer support, including a new partnership with Amazon Pharmacy, announced in October 2023, through which College Station customers would be the first to receive prescriptions via drone.

Amazon Prime Air staff will present an update to program operations and offer insight into their plans for 2024.

Budget & Financial Summary: N/A

Attachments:

None

February 22, 2024
Item No. 11.1.
Wellborn Grocery Store

Sponsor: Robin Macias

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2, "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from WC Wellborn Commercial to PDD Planned Development District on approximately 2 acres of land being Wellborn Settlement Phase Two, Block 2, Lot 72, generally located along FM 2154.

Relationship to Strategic Goals:

Diverse and Growing Economy

Recommendation(s): Staff recommends approval of the rezoning and associated Concept Plan as it is in line with the Comprehensive Plan, is compatible with the surrounding area and the community benefits provided will help offset the increased size of the building. The Planning and Zoning Commission heard this item at their February 1, 2024 meeting and unanimously recommended approval (7-0).

Summary: This request is to rezone the subject property from WC Wellborn Commercial to PDD Planned Development District with a base zoning of WC Wellborn Commercial. The proposed Concept Plan is split into two phases and shows the general building and parking layout for phase one. At the time of development of phase two, a concept plan amendment will be required. The proposed concept plan will increase the allowable building square footage, but will provide a pedestrian path, modified signage lighting, and increased architectural elements to maintain the rural character of the area.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The Comprehensive Plan Future Land Use and Character Map designates the subject property as Neighborhood Commercial. The Comprehensive Plan generally describes the Neighborhood Commercial land use designation as follows:

Areas of commercial activities that cater primarily to nearby residents. These areas tend to be smaller format than general commercial and located adjacent to major roads along the fringe of residential areas.

The intent of the district is to:

- Accommodate limited commercial services compared to General Commercial
- Provide pedestrian and bicycle connectivity to surrounding neighborhoods
- Support some residential uses that are compatible with the surrounding neighborhood character

The subject property is also located within the Wellborn District Plan. The goals of the plan are to:

- Preserve the core rural character of Wellborn with small-scale growth that enhances the uniqueness and history of the area

- Promote a safe, efficient and connected mobility system that encourages transportation options while recognizing the lower density of the district

The zoning districts that are generally appropriate within this land use within the Wellborn District include: WC Wellborn Commercial.

The proposed zoning district of PDD Planned Development District with a base zoning of WC Wellborn Commercial is in line with the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:

The property has frontage to FM 2154. Adjacent properties are zoned WC Wellborn Commercial to the north and WRS Wellborn Restricted Suburban to the east and south. The property to the west of the subject property across FM 2154 is located within the City's extraterritorial jurisdiction.

The WC Wellborn Commercial zoning district is intended to provide for low-density commercial uses that provide services to nearby neighborhoods. Such uses shall be limited in size and not accommodate for drive-thru services. Developments located within this zoning district should incorporate design elements to limit the visual impact on the community and enhance the defined character.

Properties to the north are mostly undeveloped but also include the Baylor Scott and White clinic and future residential homes located within the Wellborn Settlement Subdivision. The adjacent lots to the east of the property are future residential homes and the adjacent lot to the south of the property is a large residential common area. Approximately one mile to the north of the property are several commercial developments such as America's County Store, a retail furniture store, landscaping business, and a multi-tenant gas station.

The proposed zoning district is appropriate for the surrounding area as it is designated as Neighborhood Commercial on the Comprehensive Plan. The proposed zoning district would allow for similar developments that are currently to the north of the subject property.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:

The size and location of the subject property is suitable for developments allowed within this proposed zoning district. The site has adequate space to meet the minimal dimensional standards for the base zoning district of WC Wellborn Commercial as set forth in the PDD.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:

The existing water and wastewater infrastructure is adequate to support the needs of this development. Drainage and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property has frontage to FM 2154, a major arterial on the Thoroughfare Plan. The site will have shared access with the adjacent undeveloped lot off of FM 2154. This access will be constructed with the site plan. A traffic impact analysis was not required for the proposed request as the anticipated traffic volume falls below the threshold of 150 trips in the peak hour that would require a TIA to be

performed.

5. The marketability of the property:

The applicant has stated the proposed zoning will increase the marketability of the property and would enhance the potential to foster new growth and better serve the community.

REVIEW OF CONCEPT PLAN

The Concept Plan provides an illustration of the general layout of the proposed building areas as well as other site-related features. In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. This proposed Concept Plan increases the maximum gross floor area of a building from 10,000 sq.ft. to 13,000 sq.ft. and offers several community benefits to mitigate impacts the development may have on the area.

The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

Purpose and Intent:

The Planned Development District for this property outlines the purpose, intent, and community benefit of the proposed development, which is to provide a grocery store to the surrounding area.

The WC Wellborn Commercial zoning district limits the gross floor area of a single structure to 10,000 sq.ft. The proposed Concept Plan will increase the allowable gross floor area of the structure by 3,000 sq.ft. for a total of 13,000 sq.ft. The Concept Plan will also provide several community benefits to offset the increase in building size.

Base Zoning and Meritorious Modifications:

The Planned Development District has a base zoning of WC Wellborn Commercial. At the time of site plan, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the base zoning district, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following

meritorious modification:

- Increase the maximum allowable gross floor area by 3,000 sq.ft. to allow for a single structure to have a gross floor area not to exceed 13,000 sq.ft.

Community Benefits:

The applicant is proposing the following community benefits:

1. To promote a rustic rural theme that is favorable to the Wellborn District, the building will be constructed using fiber cement siding that will simulate wood planks using a neutral color palette based around various shades of brown and shall resemble the attached elevation exhibit. At the time of development, all sides of the building must meet the required architectural relief elements as described in Section 7.10.3 for properties zoned WC Wellborn Commercial. The Administrator shall have the authority to approve modifications to the elevations so long as the proposed modifications promote a rustic rural theme.
2. To promote the convenience of a community store to the adjoining neighborhood, a sidewalk will be constructed from the grocery store to a 5-ft. pathway located within a common area for Wellborn Settlement adjacent to the rear property line, as well as to the recreation area to the south of the store.
3. A 6-foot fencecrete wall that will simulate a wooden fence will be built where a wooden fence would be required.
4. To promote safety and security along the sidewalk during the evening hours, pedestrian bollard lighting will be installed and will complement the Wellborn District design standards as determined by the Administrator.
5. To reduce light pollution, signage will be limited to externally lit that will be directly pointed at the sign rather than internally lit cabinet signage.

These community benefits will help offset the increased building size by enhancing the architectural features of the building to maintain a rural aesthetic and limiting the signage lighting to only being externally illuminated which is pointed directly at the sign. Providing a pedestrian connection illuminated with pedestrian lighting to the nearby neighborhood will decrease the amount of vehicular traffic needed to get to the store, as well as provide a grocery store in a convenient location close to a residential neighborhood.

Budget & Financial Summary:

Attachments:

1. Wellborn Grocery Ordinance
2. Vicinity, Aerial, and Small Area Map
3. Existing Future Land Use
4. Rezoning Map
5. Rezoning Exhibit
6. Proposed Concept Plan
7. Variances Letter
8. Elevations

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING WELLBORN SETTLEMENT PHASE TWO, BLOCK 2, LOT 72 AS DESCRIBED 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 Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”, Exhibit “B”, Exhibit “C”, Exhibit “D” and Exhibit “E”** 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 _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from WC Wellborn Commercial to PDD Planned Development District:

Wellborn Settlement Phase 2, Block 2, Lot 72 according to the plat recorded in Volume 18568, Page 70, of the Official Public Records of Brazos County, Texas.

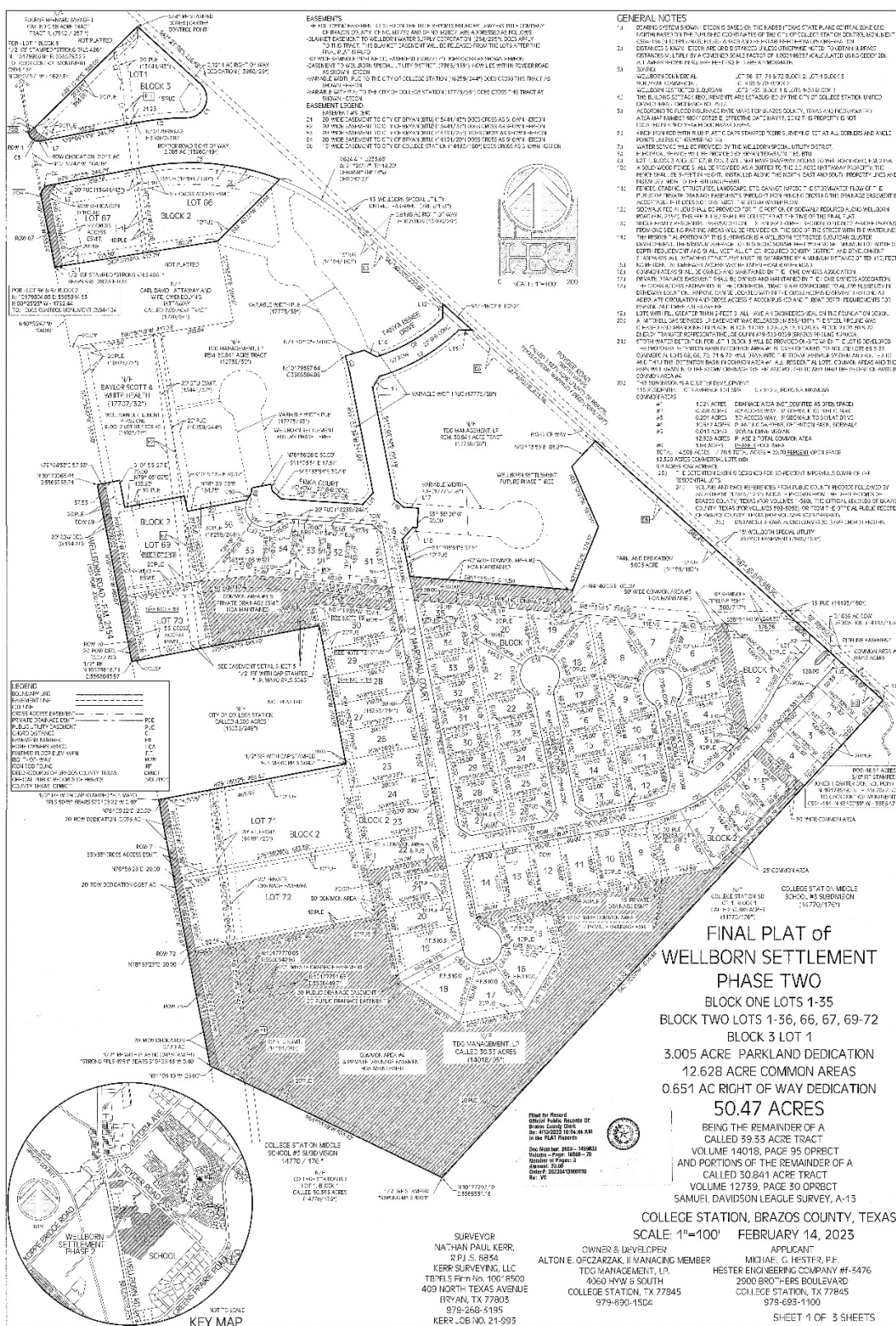


Exhibit B



Exhibit C

Base Zoning:

The Planned Development District has a base zoning of WC Wellborn Commercial. At the time of site plan, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the base zoning district, except where meritorious modifications are granted.

Meritorious Modifications:

- Increase the maximum allowable gross floor area by 3,000 sq. ft. to allow for a single structure to have a gross floor area not the exceed 13,000 sq. ft.

Community Benefits:

The following community benefits will be provided:

- To promote a rustic rural theme that is favorable to the Wellborn District, the building will be constructed using fiber cement siding that will simulate wood planks using a neutral color palette based around various shades of brown and shall resemble the elevations shown in Exhibit E. At the time of development, all sides of the building must meet the required architectural relief elements as described in Section 7.10.3 of the Unified Development Ordinance for properties zoned WC Wellborn Commercial. The Administrator shall have the authority to approve modifications to the elevations so long as the proposed modifications promote a rustic rural theme.
- To promote the convenience of a community store to the adjoining neighborhood, a sidewalk will be constructed from the grocery store to a 5-ft. pathway located within a common area for Wellborn Settlement adjacent to the rear property line, as well as to the recreation area to the south of the store.
- A 6-foot fencecrete wall that will simulate a wooden fence will be built where a wooden fence would be required.
- To promote safety and security along the sidewalk during the evening hours, pedestrian bollard lighting will be installed and will complement the Wellborn District design standards as determined by the Administrator.
- To reduce light pollution, signage will be limited to externally lit that will be directly pointed at the sign rather than internally lit cabinet signage

Exhibit D

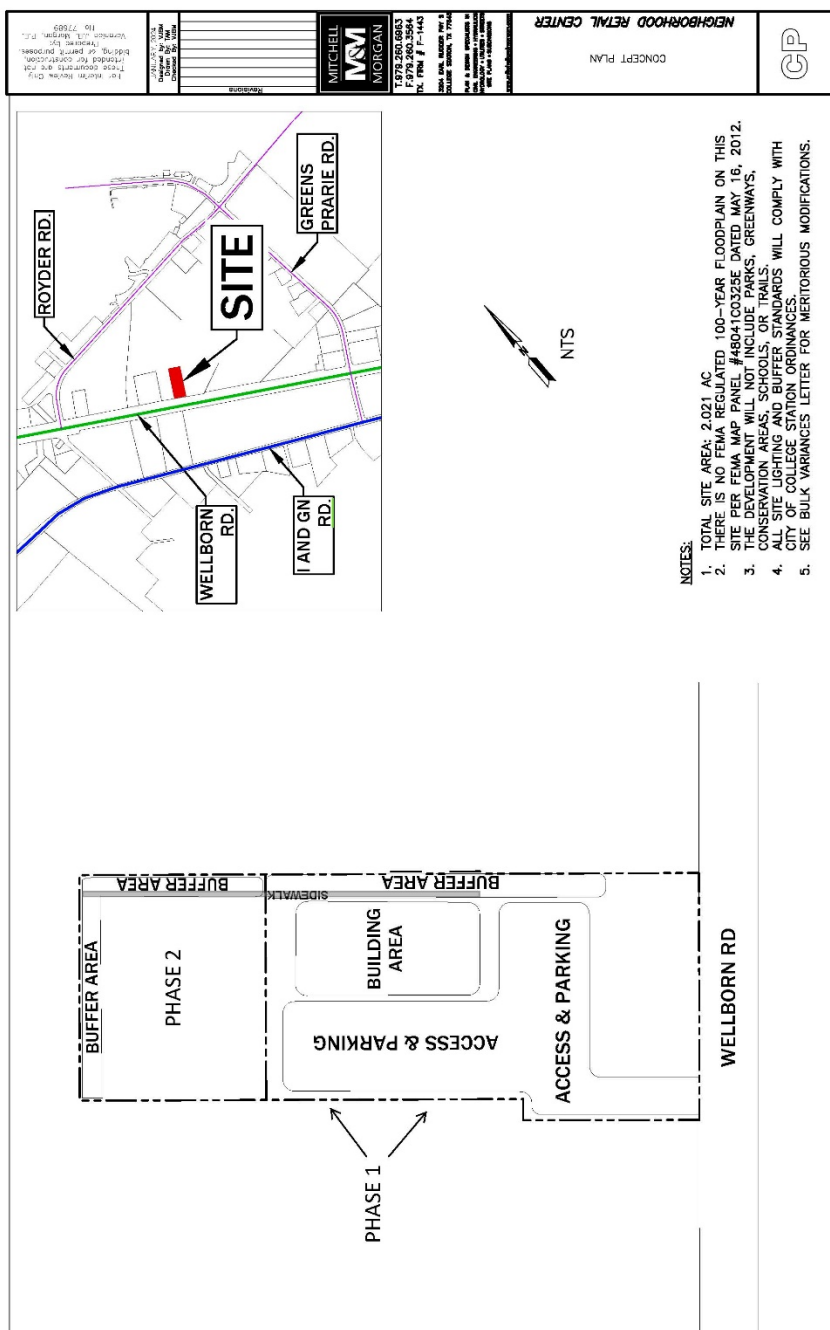


Exhibit E

12 Sunnen Drive, Suite 100
St. Louis, MO 63143
p: 314.821.1100

CASCO

USE OF MATERIALS ON FRONT ELEVATION

Material	Area (sq. ft.)	Material	Area (sq. ft.)
Warm Stone	1,200	Warm Stone	1,200
Bronze	1,200	Bronze	1,200
Sand Stone	1,200	Sand Stone	1,200

USE OF MATERIALS ON REAR ELEVATION

Material	Area (sq. ft.)	Material	Area (sq. ft.)
Warm Stone	1,200	Warm Stone	1,200
Bronze	1,200	Bronze	1,200
Sand Stone	1,200	Sand Stone	1,200

USE OF MATERIALS ON LEFT ELEVATION

Material	Area (sq. ft.)	Material	Area (sq. ft.)
Warm Stone	1,200	Warm Stone	1,200
Bronze	1,200	Bronze	1,200
Sand Stone	1,200	Sand Stone	1,200

USE OF MATERIALS ON RIGHT ELEVATION

Material	Area (sq. ft.)	Material	Area (sq. ft.)
Warm Stone	1,200	Warm Stone	1,200
Bronze	1,200	Bronze	1,200
Sand Stone	1,200	Sand Stone	1,200

USE OF MATERIALS ON FRONT ELEVATION

Material	Area (sq. ft.)	Material	Area (sq. ft.)
Warm Stone	1,200	Warm Stone	1,200
Bronze	1,200	Bronze	1,200
Sand Stone	1,200	Sand Stone	1,200

USE OF MATERIALS ON REAR ELEVATION

Material	Area (sq. ft.)	Material	Area (sq. ft.)
Warm Stone	1,200	Warm Stone	1,200
Bronze	1,200	Bronze	1,200
Sand Stone	1,200	Sand Stone	1,200

USE OF MATERIALS ON LEFT ELEVATION

Material	Area (sq. ft.)	Material	Area (sq. ft.)
Warm Stone	1,200	Warm Stone	1,200
Bronze	1,200	Bronze	1,200
Sand Stone	1,200	Sand Stone	1,200

USE OF MATERIALS ON RIGHT ELEVATION

Material	Area (sq. ft.)	Material	Area (sq. ft.)
Warm Stone	1,200	Warm Stone	1,200
Bronze	1,200	Bronze	1,200
Sand Stone	1,200	Sand Stone	1,200

FRONT ELEVATION

FRONT ELEVATION

FRONT ELEVATION

FRONT ELEVATION

RIGHT ELEVATION

RIGHT ELEVATION

LEFT ELEVATION

LEFT ELEVATION

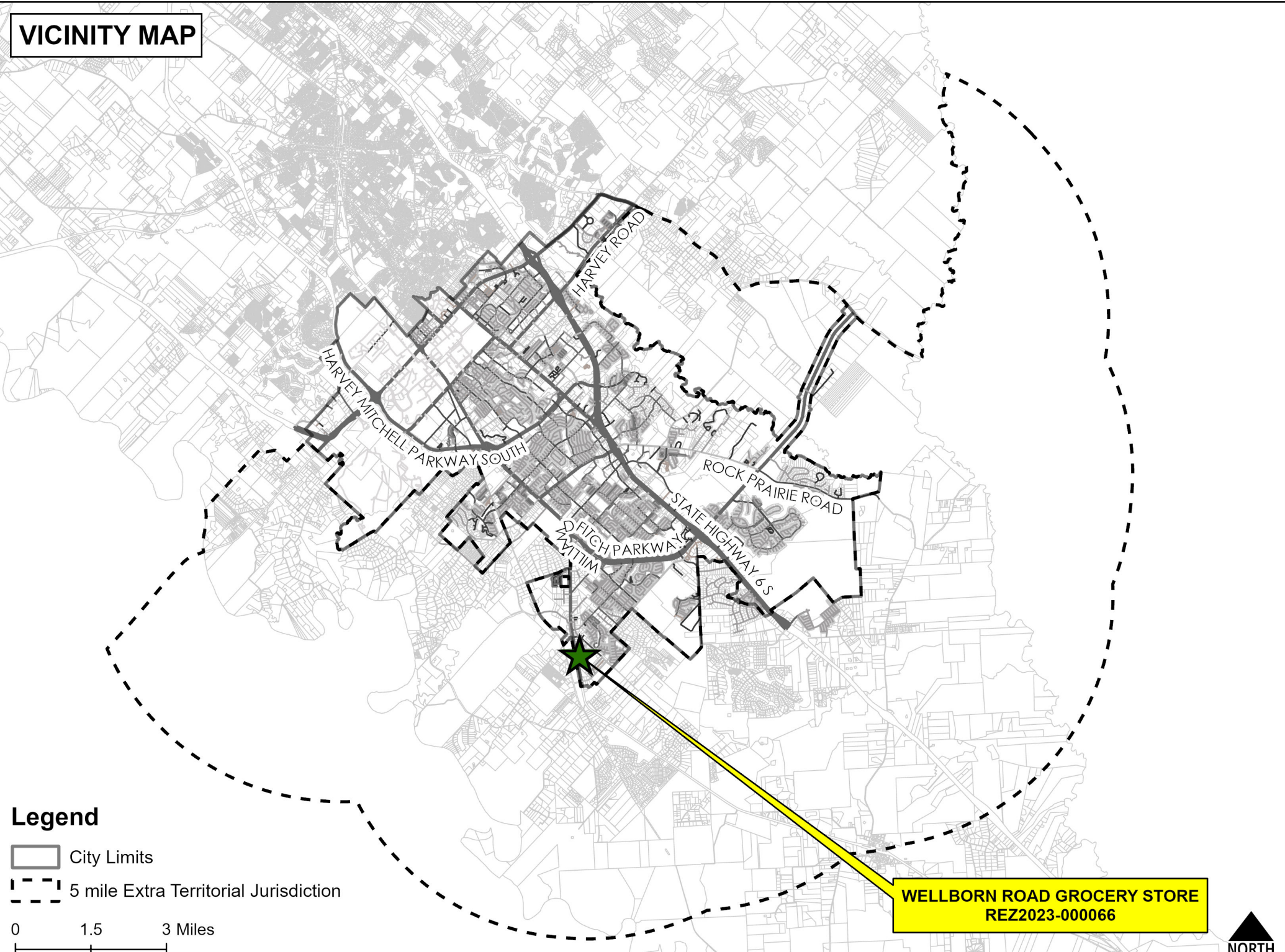
DOLLAR GENERAL

DOLLAR GENERAL
COLLEGE STATION, TX

Ordinance Form 08-27-19

Page 139 of 202

VICINITY MAP



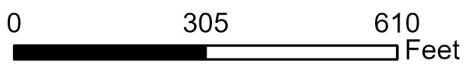
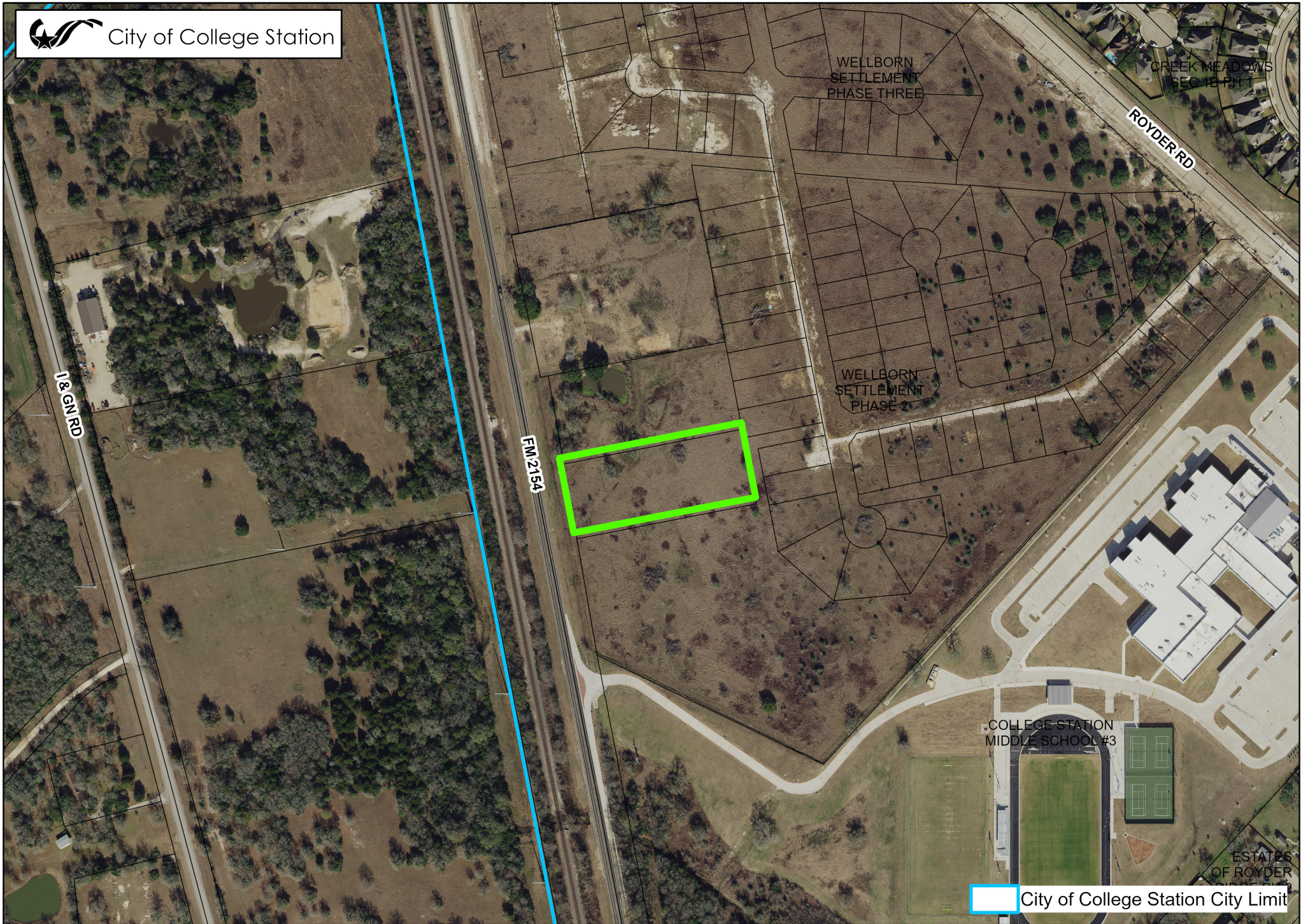
Legend

- City Limits
- 5 mile Extra Territorial Jurisdiction

0 1.5 3 Miles

WELLBORN ROAD GROCERY STORE
REZ2023-000066

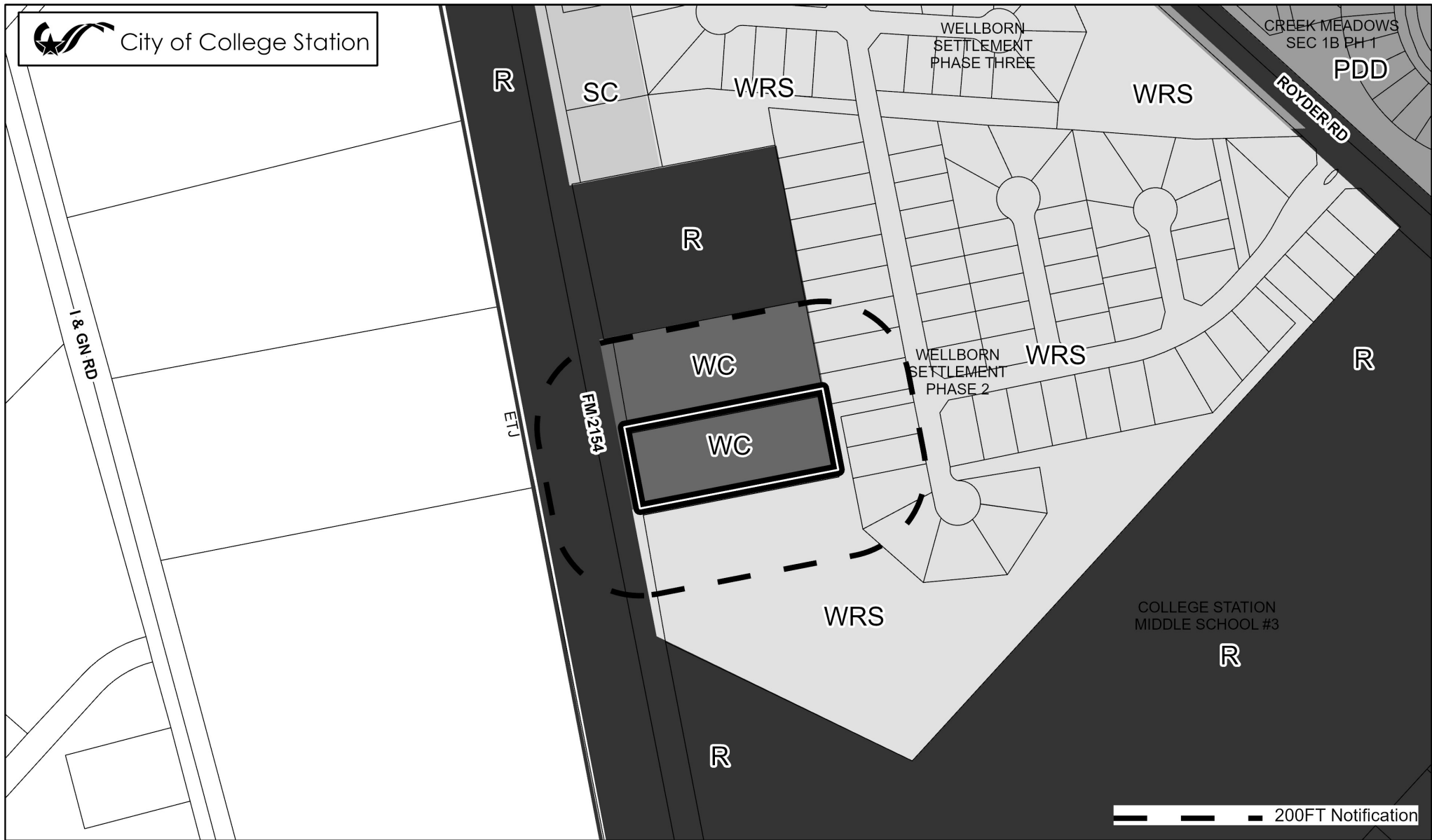




WELLBORN ROAD GROCERY STORE

Case:
REZ2023-000066

REZONING



ZONING DISTRICTS (In Grayscale)

Residential		
R	Rural	MH Middle Housing
WE	Wellborn Estate	MF Multi-Family
E	Estate	MU Mixed-Use
WRS	Wellborn Restricted Suburban	MHP Manufactured Home Pk.
RS	Restricted Suburban	
GS	General Suburban	
D	Duplex	
T	Townhome	

Non-Residential	
NAP	Natural Area Protected
O	Office
SC	Suburban Commercial
WC	Wellborn Commercial
GC	General Commercial
CI	Commercial Industrial
BP	Business Park
BPI	Business Park Industrial
C-U	College and University

Planned Districts	
P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.
Design Districts	
WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts	
OV	Corridor Ovr.
RDD	Redevelopment District
HOO	High Occupancy Ovr.
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts	
R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial



0 310 620 Feet

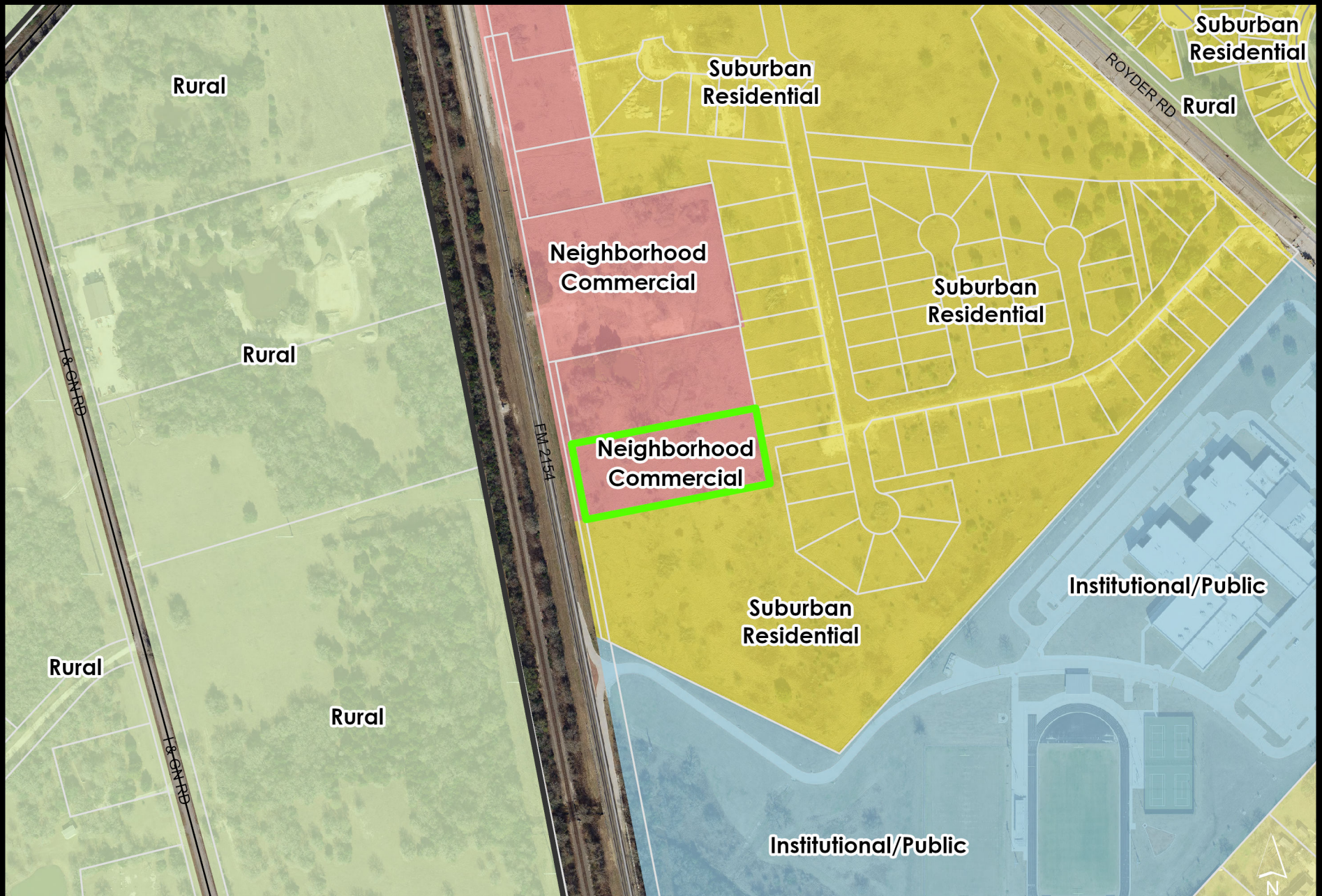
WELLBORN ROAD GROCERY STORE

Case:
REZ2023-000066

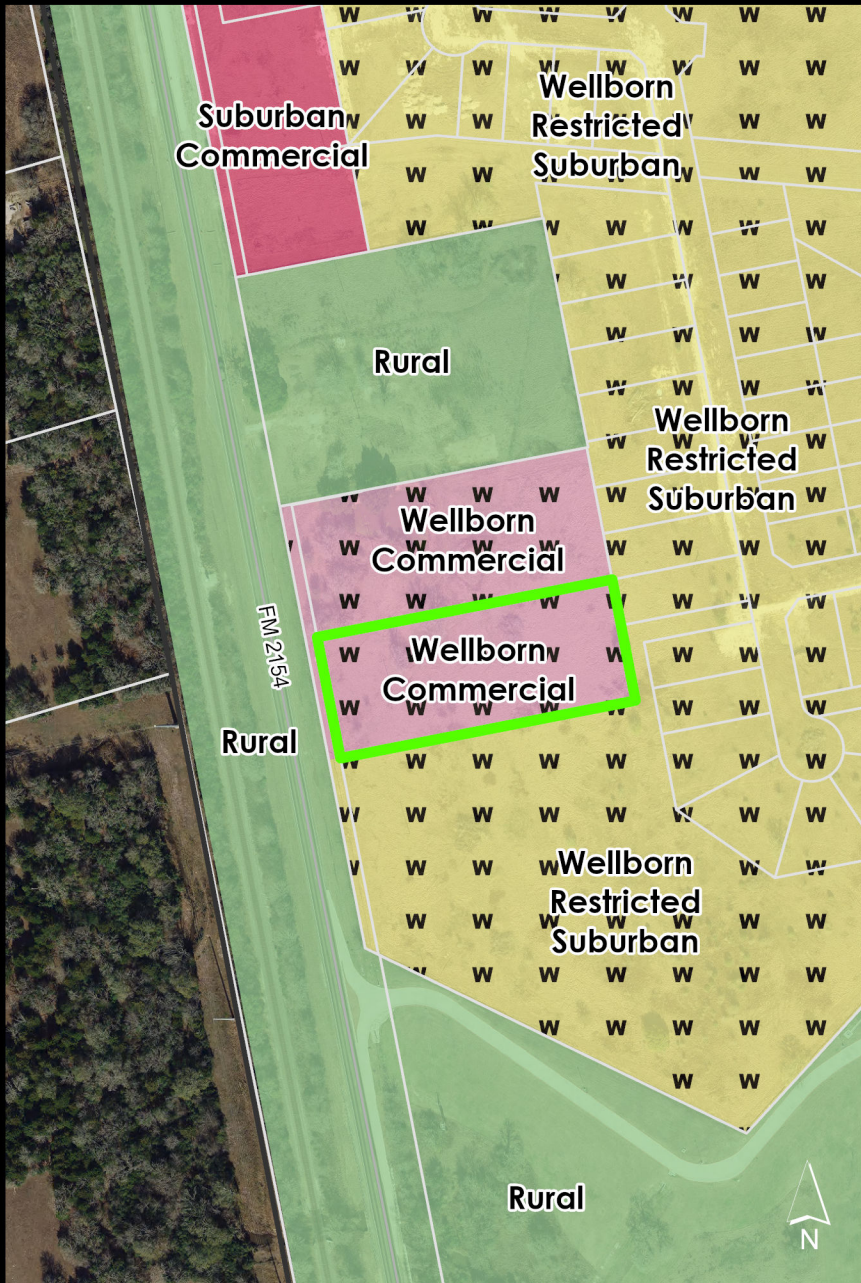
REZONING

EXISTING

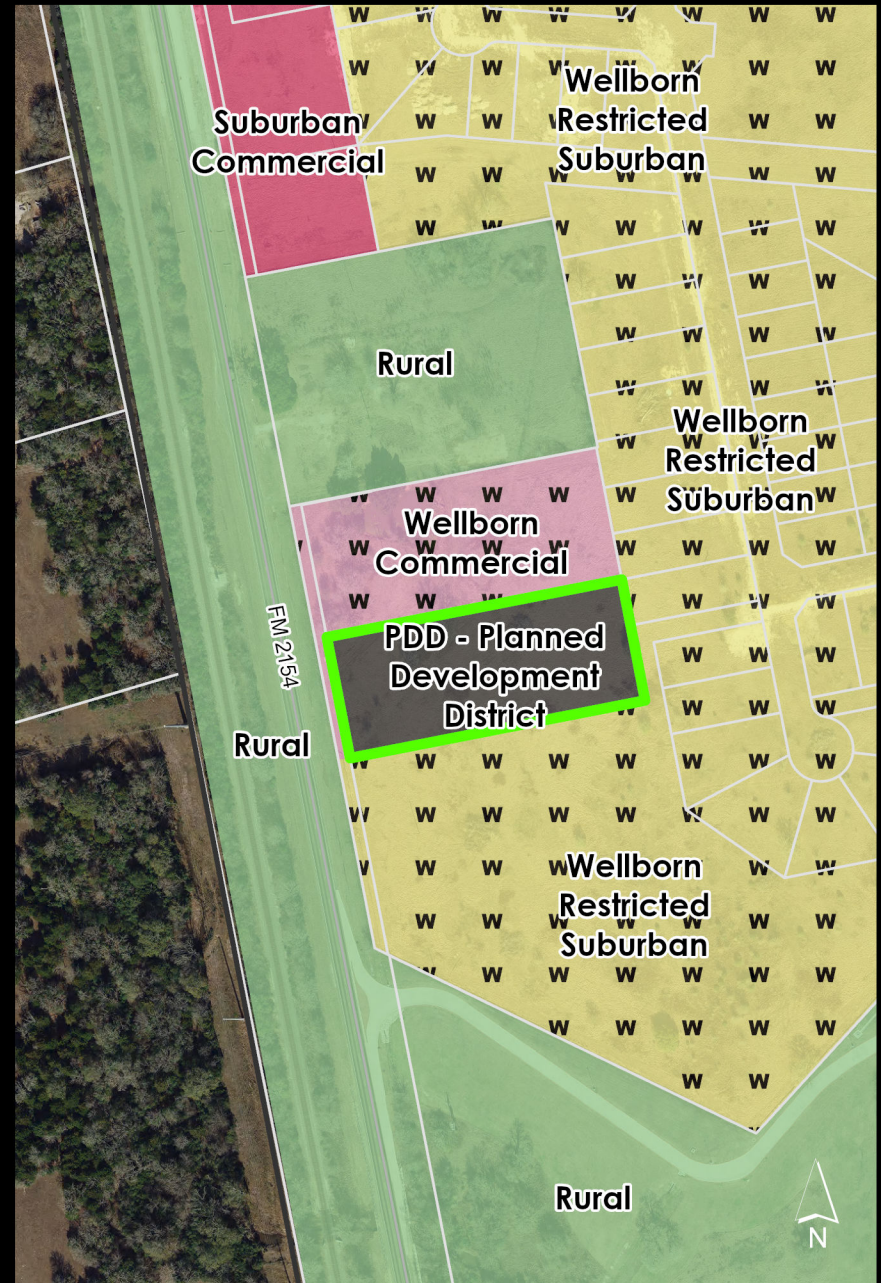
Future Land Use

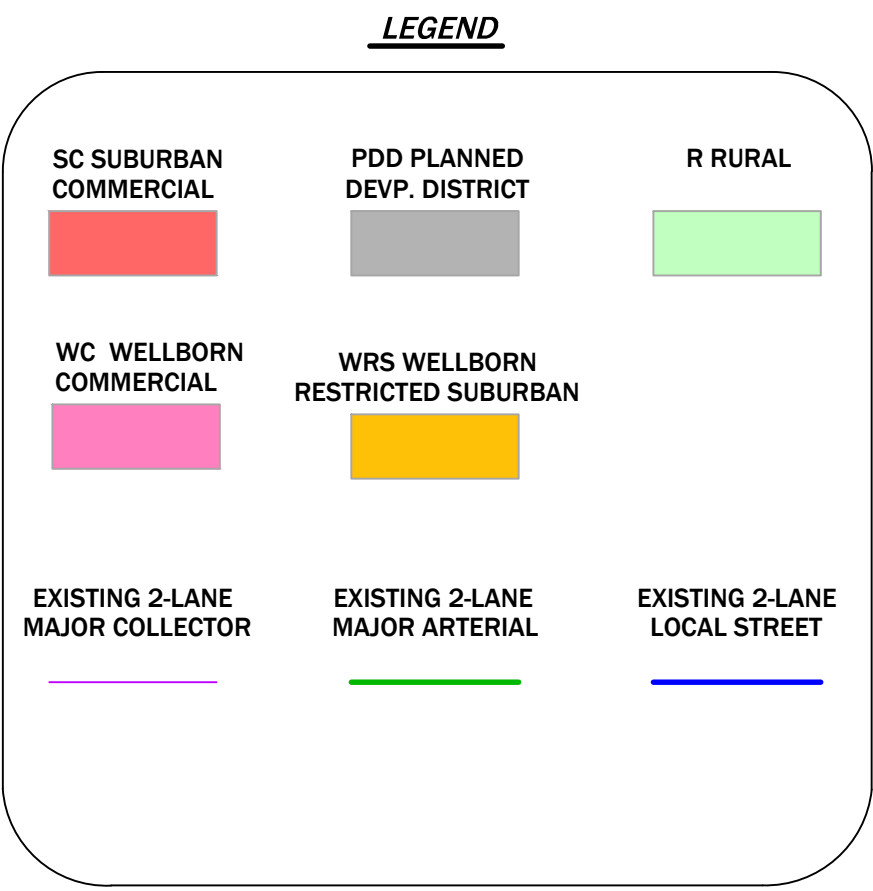
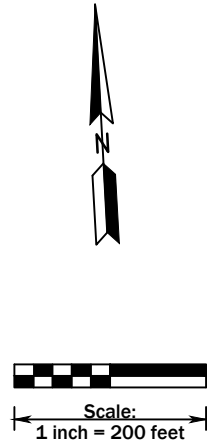
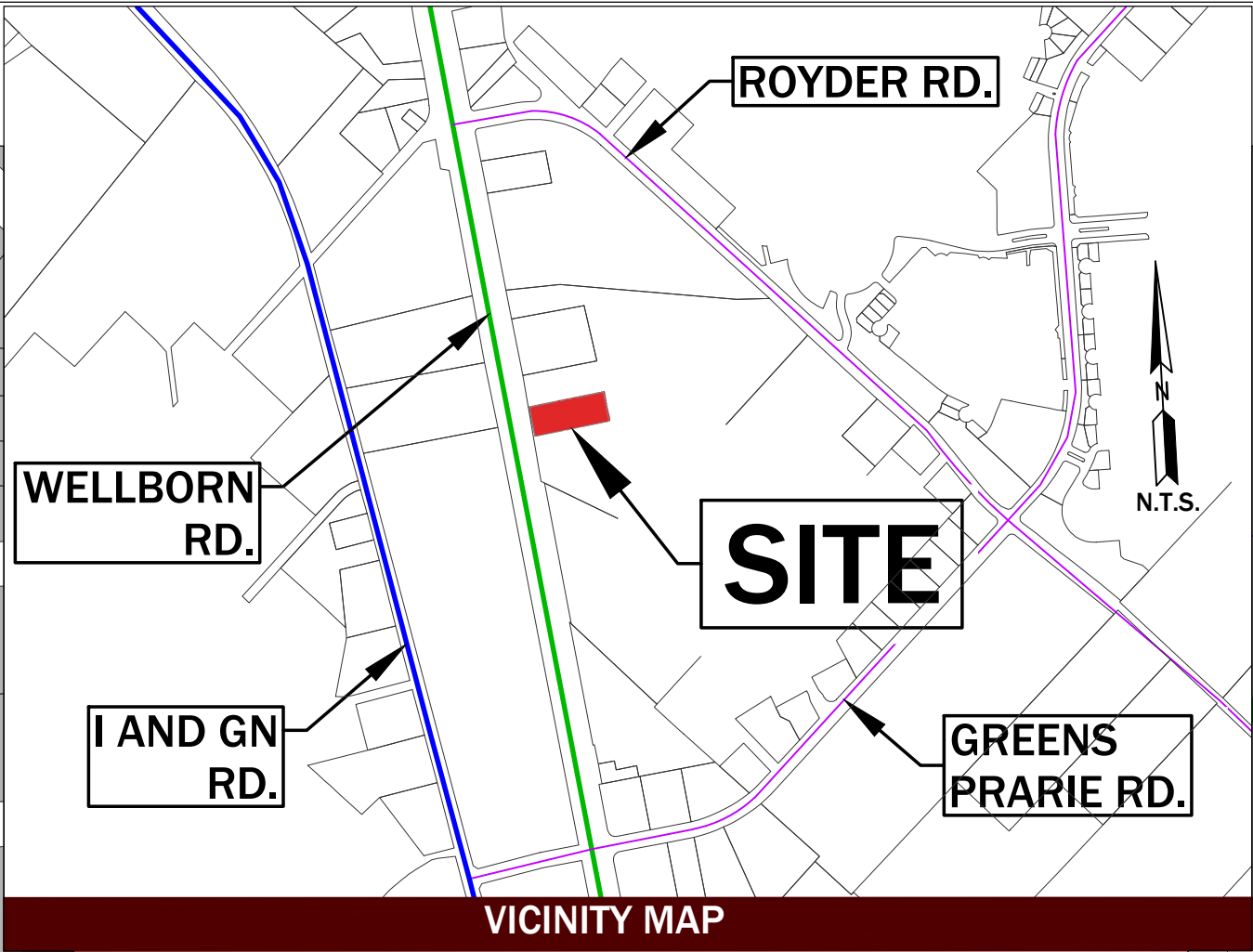
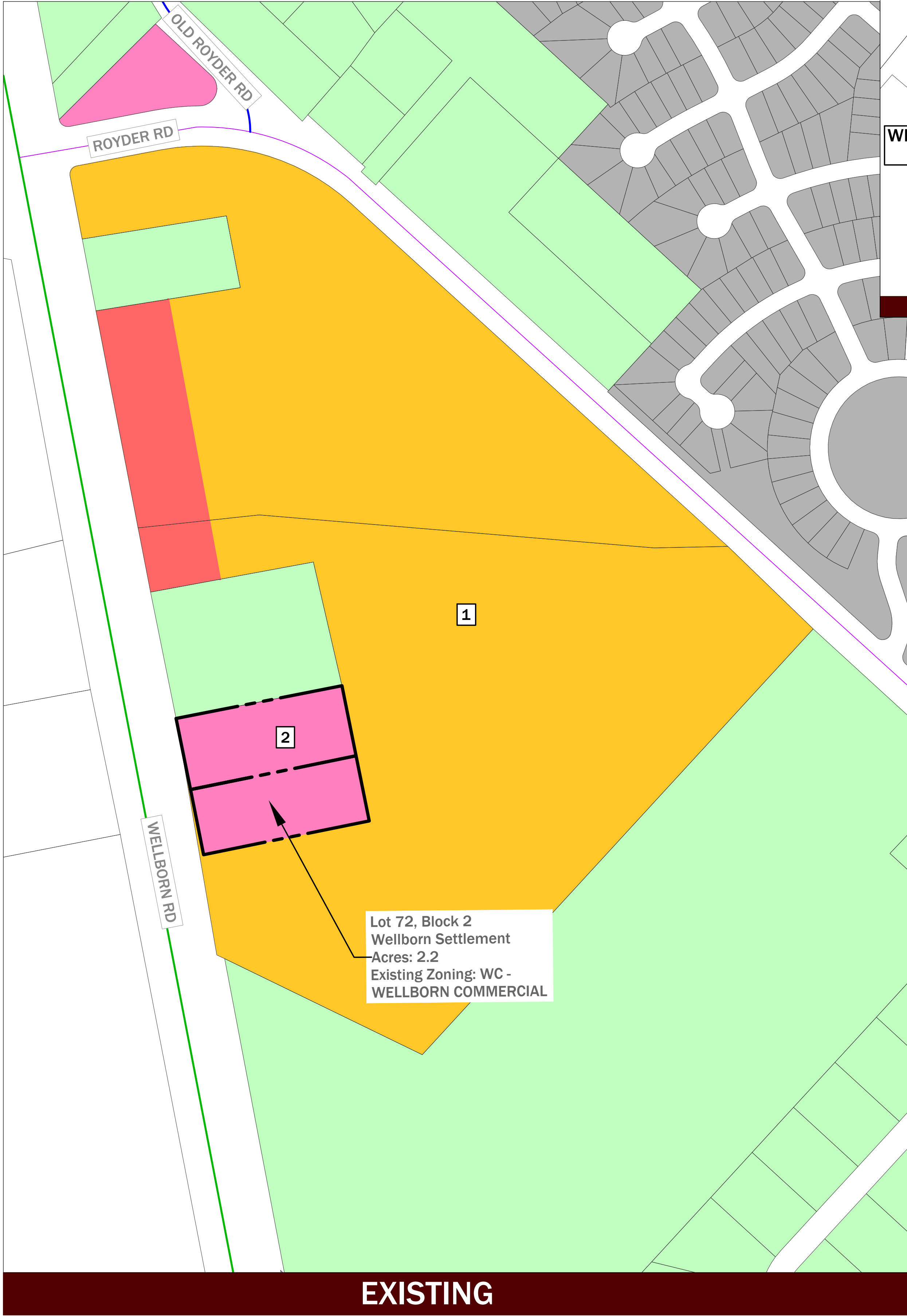


EXISTING Zoning

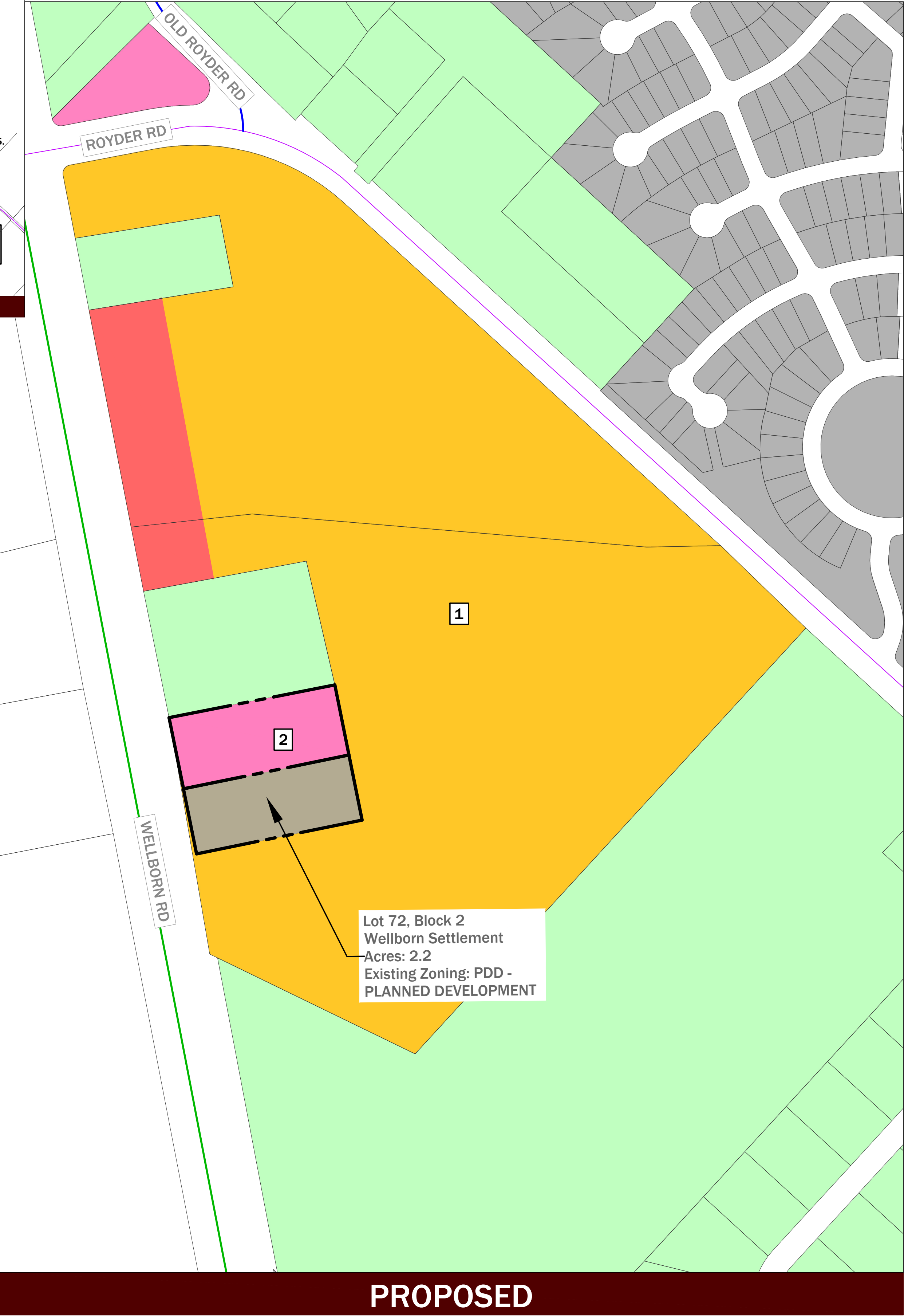


PROPOSED Zoning

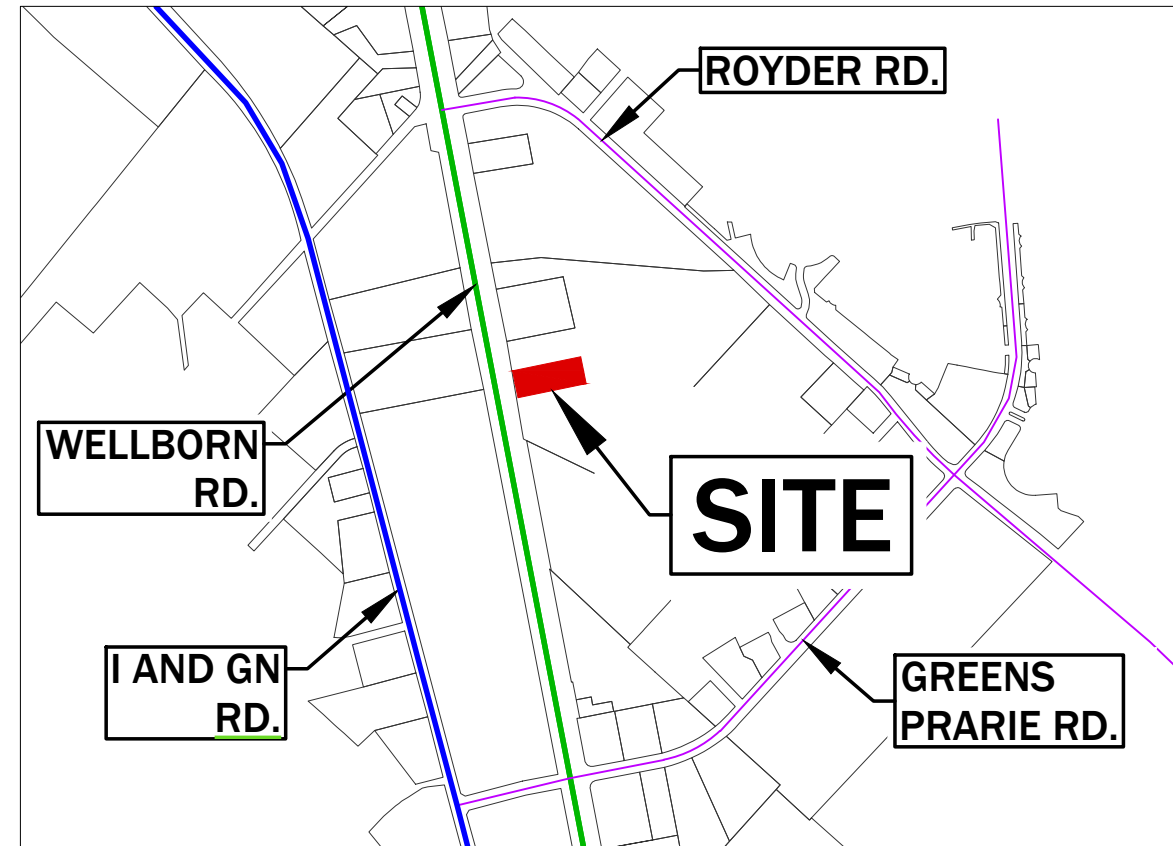
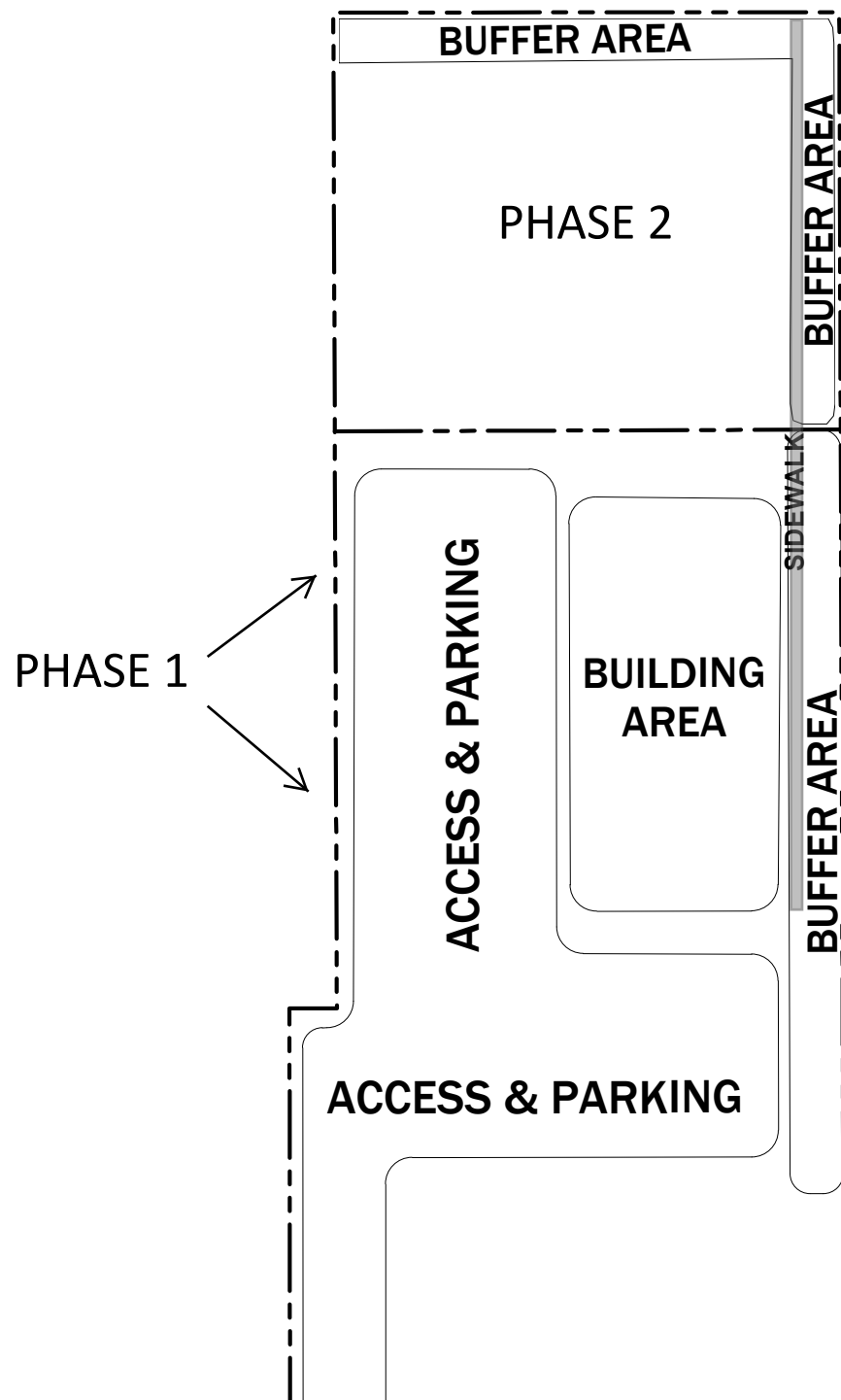




- NOTES:**
1. In accordance with FEMA'S FLOOD INSURANCE RATE MAP panel 48041C0325E, the site does not lie within the 100-year floodplain boundary, Effective Date : 5/16/2012



Number	Owner	Legal Description	Existing Zoning
1	TDG MANAGEMENT LP	A001301, SAMUEL DAVIDSON (ICL), TRACT 24	WRS - Wellborn Restricted Suburban
2	TDG MANAGEMENT LP	LOT 71, BLOCK 2 WELLBORN SETTLEMENT	WC - Wellborn Commercial



NOTES:

1. TOTAL SITE AREA: 2.021 AC
2. THERE IS NO FEMA REGULATED 100-YEAR FLOODPLAIN ON THIS SITE PER FEMA MAP PANEL #48041C0325E DATED MAY 16, 2012.
3. THE DEVELOPMENT WILL NOT INCLUDE PARKS, GREENWAYS, CONSERVATION AREAS, SCHOOLS, OR TRAILS.
4. ALL SITE LIGHTING AND BUFFER STANDARDS WILL COMPLY WITH CITY OF COLLEGE STATION ORDINANCES.
5. SEE BULK VARIANCES LETTER FOR MERITORIOUS MODIFICATIONS.

For Interim Review Only
These documents are not
intended for construction,
bidding, or permit purposes.
Prepared by:
Veronica J.B. Morgan, P.E.
No. 77689

JANUARY, 2024
Designed by: VJBM
Drawn By: TAM
Checked By: VJBM

Revisions

MITCHELL
MSM
MORGAN

T.979.260.6963
F.979.260.3564
TX. FIRM # F-1443

3204 EARL RUDDER FWY S
COLLEGE STATION, TX 77845

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CIVIL ENGINEERING • HYDRAULICS
HYDROLOGY • UTILITIES • STREETS
SITE PLANS • SUBDIVISIONS

www.mitchellandmorgan.com

CONCEPT PLAN

NEIGHBORHOOD RETAIL CENTER

CP



Robin Macias
Staff Planner
Planning & Development Services
City of College Station
P.O. Box 9960
College Station, TX 77842

January 19, 2024

Re: Wellborn Road Grocery Store (PDD Rezoning)

Dear Robin,

Understanding that we must choose a base zoning district for the grocery store retail development upon which we base all variance requests, we have chosen WC Wellborn Commercial. We request the following bulk variances to the WC Wellborn Commercial development standards:

1. Waiver from Section 7.10.C.3.d.2 Non-Residential Architectural Standards-Other Mass and Design Requirements

The Unified Development Ordinance states that for all properties zoned WC Wellborn Commercial, the gross floor area of a single structure shall not exceed 10,000 sf. We request the ability to construct a building with a maximum size of 13,000 sf.

As stated in the UDO, the purpose of the Planned Development district is to promote and encourage innovative development that is sensitive to surrounding land uses and to the natural environment. A PDD may be used to permit new or innovative concepts in land utilization not permitted by other zoning districts. Finally, the PD District allows development to vary from certain development standards so long as there are community benefits which outweigh the requested modifications. We believe that this project offers a desired development opportunity and its community benefits outweigh modifications being requested. These community benefits are as follows:

1. Understanding that the City of College Station has made the Wellborn Road corridor a Primary Image Corridor, our goal is to present our development with a rural aesthetic that complements the rural nature of the Wellborn community. The building will be constructed using fiber cement siding that will simulate wood planks using a neutral color palette based around various shades of brown, similar to the elevations presented in Exhibit A, which will be subject to a Non-Residential Architectural standards review. The combination of materials and the color palette will create a rustic rural theme that is favorable to the Wellborn District architectural standards.
2. In order to promote the convenience of a community store to the adjoining neighborhood, we will construct a sidewalk from the grocery store to the Wellborn Settlement residential lots adjacent to the rear property line as well as to the recreation area to the south of the store. Having pedestrian access between the store and the residential and recreation

areas will be of great benefit and service to the neighborhood. Providing a pedestrian accessible community store also reduces vehicular trips and promotes physical activity.

3. The Unified Development Ordinance requires buffering between residential and non-residential areas in the Wellborn District through the use of plantings and a fence. We intend to plant a 20' buffer and construct a 6-foot fencecrete wall that will simulate a wooden fence, which will offer greater buffer protection and maintain the rural aesthetic.
4. Because a planted buffer and wall are required along the property line adjacent to the recreation area, we intend to install bollard lighting that will complement the Wellborn district design standards as determined by the Administrator to provide and promote safety and security along the sidewalk during the evening hours.
5. Lastly, in an effort to reduce light pollution, we will install lights that are externally lit so that the lighting can be directly pointed at the signage rather than internally lit cabinet signage.

We believe we are offering a development that is both compatible and sensitive to the surrounding area in use and design. The proposed uses for this development are friendly uses to any adjacent property, including the residence to the west and will bring many long-term benefits to this growing area of College Station and to the city as a whole.

Thank you very much. If you have any questions, please do not hesitate to call.

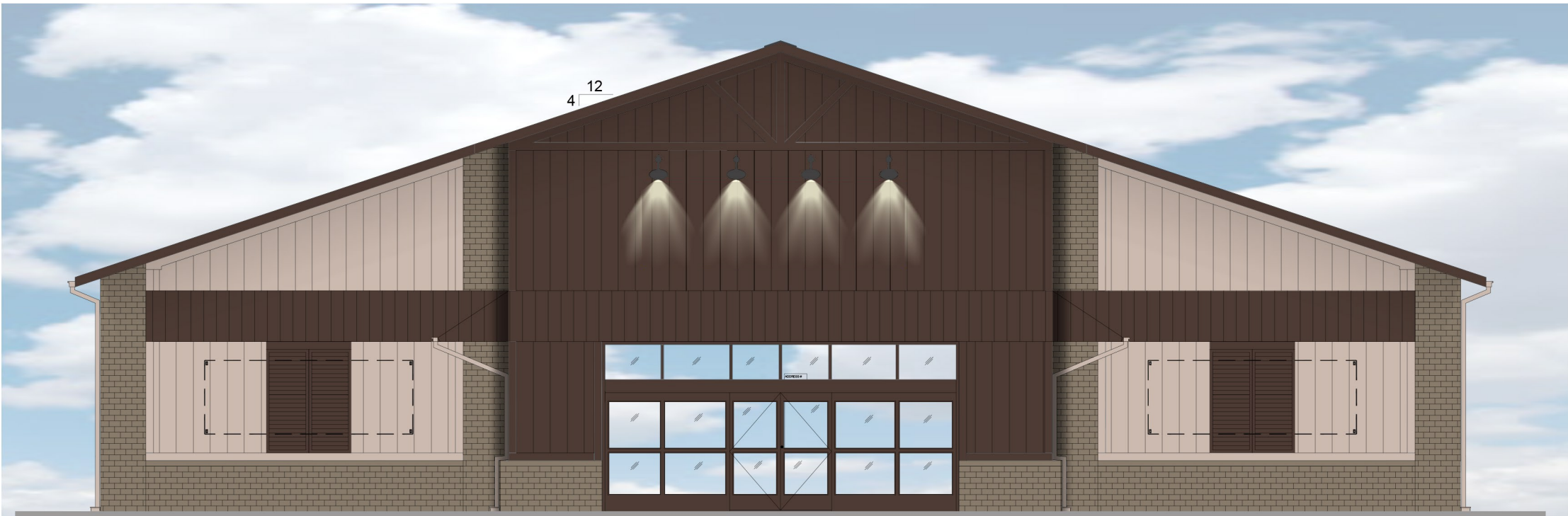
Sincerely,

Crissy Hartl

Crissy Hartl, AICP
Staff Planner

Cc: File

USE OF MATERIALS ON FRONT ELEVATION		
TOTAL SQUARE FOOTAGE OF THE FRONT ELEVATION: 1,630 S.F.		
MATERIALS	FACADE AREA IN SQUARE FEET	PERCENT OF FACADE
BRICK	328 S.F.	20%
FIBER CEMENT SIDING	980 S.F.	52%
VINYL SHUTTERS	60 S.F.	3%
CANOPY	224 S.F.	13%
STOREFRONT	211 S.F.	12%



1
A04 FRONT ELEVATION
SCALE: 1/8" = 1'-0"

USE OF MATERIALS ON REAR ELEVATION		
TOTAL SQUARE FOOTAGE OF THE REAR ELEVATION: 1,630 S.F.		
MATERIALS	FACADE AREA IN SQUARE FEET	PERCENT OF FACADE
BRICK	400 S.F.	25%
FIBER CEMENT SIDING	1,234 S.F.	75%



2
A04 REAR ELEVATION
SCALE: 1/8" = 1'-0"

	SANDSTONE
	BRONZE
	WARM STONE

EXTERIOR FINISHES			
EXTERIOR FINISHES TO MATCH OR BE EQUAL TO VP METAL BUILDING SYSTEMS FINISH SELECTION.	SANDSTONE	PAINT OR PREFINISH WILLIAMS SW 7032 "WARM STONE"	BRONZE
GUTTERS	•		
DOWN SPOUTS	•		
HARDIE BOARD-VESTIBULE			•
HARDIE BOARD-FRONT:	•		
HARDIE BOARD-SIDE & REAR	•		
BRICK		•	
AWNINGS/CANOPIES			•
COPING & ROOF TRIM			•
STOREFRONT SYSTEM			•
RECEIVING & EMERGENCY EXIT DOORS (EXTERIOR OF DOORS TO BE PAINTED, REFER TO DOOR SCHEDULE)	•		



3
A04 RIGHT ELEVATION
SCALE: 1/8" = 1'-0"

USE OF MATERIALS ON RIGHT ELEVATION		
TOTAL SQUARE FOOTAGE OF THE RIGHT ELEVATION: 2,300 S.F.		
MATERIALS	FACADE AREA IN SQUARE FEET	PERCENT OF FACADE
BRICK	679 S.F.	30%
FIBER CEMENT SIDING	1,384 S.F.	60%
VINYL SHUTTERS	120 S.F.	5%
CANOPY	89 S.F.	4%
DOOR	24 S.F.	1%



4
A04 LEFT ELEVATION
SCALE: 1/8" = 1'-0"

USE OF MATERIALS ON LEFT ELEVATION		
TOTAL SQUARE FOOTAGE OF THE LEFT ELEVATION: 2,300 S.F.		
MATERIALS	FACADE AREA IN SQUARE FEET	PERCENT OF FACADE
BRICK	670 S.F.	29%
FIBER CEMENT SIDING	1,384 S.F.	60%
VINYL SHUTTERS	120 S.F.	5%
CANOPY	89 S.F.	4%
DOOR	53 S.F.	2%



DOLLAR GENERAL
COLLEGE STATION, TX

February 22, 2024
Item No. 11.2.
College Station Business Center Real Estate Contract

Sponsor: Michael Ostrowski, Director of Economic Development

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding a Real Estate Contract with HFLPI-College Station, LLC for the sale of approximately 11.899 acres in the College Station Business Center generally located near the intersection of Gateway Boulevard and Lakeway Drive for the price of \$3,369,000.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommends that the City Council approve the real estate contract.

Summary: Comprising a total of 11.899 acres adjacent to the existing FedEx property just south of Gateway Boulevard and west of Lakeway Drive, Lot 3 is a 6.09 acre lot, and Lot 4 is a 5.809 acre lot in Block 6, Phase Two of the College Station Business Center. The real estate contract is for the sale of the property to HFLPI-COLLEGE STATION, LLC for \$3,369,000 with proposed uses including warehousing/distribution and office.

A real estate contract with this buyer was executed on November 9, 2023, for the neighboring lots (Lots 1 and 2, respectively). However, during the feasibility period, the buyer determined it was more desirable to acquire Lots 3 and 4 rather than Lots 1 and 2. Therefore, staff recommends approval of this contract and subsequently mutually terminating the initial agreement by the conclusion of its feasibility period.

Budget & Financial Summary: The sale of the property will be for \$3,369,000.

Attachments:

1. College Station Business Center
2. Real Estate Contract (Hunton Family Limited Partnership I-City of College Station) 2-12-24



COLLEGE STATION BUSINESS CENTER

CITY-OWNED BUSINESS PARK PROPERTY FOR SALE

23.55 ACRES OF DEVELOPMENT READY
BUSINESS PARK PROPERTY

ZONING: M-1 Light Industrial

UTILITIES: College Station Utilities: electric, water and
sewer in place. Atmos energy gas.

FLOOD PLAIN: None

BUILDINGS/SITE IMPROVEMENTS: None



979.764.2625
GROW.CSTX.GOV



REAL ESTATE CONTRACT

THIS CONTRACT OF SALE ("**Real Estate Contract**") is made by and between the **CITY OF COLLEGE STATION, TEXAS**, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("**SELLER**"), and **HFLPI-COLLEGE STATION, LLC**, a Texas limited liability company ("**BUYER**"), upon the terms and conditions and for the consideration set forth herein.

ARTICLE I PURCHASE AND SALE

1.1 SELLER agrees to sell and convey by Special Warranty Deed and BUYER agrees to purchase and pay for:

a fee simple interest in and to all those certain lots, tracts or parcels of land, lying and being situated in Brazos County, Texas and being Lot Three (3) and Lot Four (4), Block Six (6), THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO, an addition to the City of College Station, Brazos County, Texas, according to the Resubdivision and Final Plat recorded in Volume 15639, Page 231, of the Official Public Records of Brazos County, Texas, a copy of said Resubdivision and Final Plat attached hereto as **EXHIBIT A** (the "**Land**") together with all and singular the rights and appurtenances pertaining to the Land, including all right, title and interest of SELLER in and to adjacent roads, streets, alleys or rights-of-way, all easements benefitting the Land, and all utility rights and reservations with respect to the Land (all of such real property, rights, titles, interests and appurtenances being herein referred to together as the "**Property**"), for the consideration and subject to the terms, provisions, and conditions set forth herein.

1.2 City Council Approval. SELLER warrants and represents that this Real Estate Contract to sell and purchase the Property has been approved by vote of the City Council of the City of College Station, Texas, such approval reflected by the signature of SELLER'S representatives to this Real Estate Contract.

1.3 The SELLER has provided a Commitment for Title Insurance (the "**Title Commitment**") to insure title to BUYER pursuant to this Real Estate Contract, a copy of which is attached hereto as **EXHIBIT B** and made a part hereof for all intents and purposes.

1.4 The SELLER has provided a copy of the Final Plat (being a replat) of THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO, BLOCK 6, LOTS 1R & 2-5, an addition to the City of College Station, Brazos County, Texas, recorded in Volume 15639, Page 231, of the Official Public Records of Brazos County, Texas, out of which 6.090 acres comprising Lot 3 and 5.809 acres comprising Lot 4, Block 6 is the LAND to be conveyed to BUYER, as shown in **EXHIBIT A**.

1.5 BUYER may at its cost order and obtain a Phase 1 Environmental Site Assessment (a "**Phase 1**") and if such Phase 1 recommends a Phase 2 Environmental Site Assessment

BUYER may at its cost obtain such Phase 2 Environmental Site Assessment. BUYER may also at its cost order and obtain a current survey of the Property.

1.6 The parties agree that SELLER shall be responsible for and shall pay at Closing any real estate taxes and/or assessments on the Property for years prior to the year in which the Closing occurs, and any real estate taxes and/or assessments on the Property for the current year, as of Closing shall be prorated as of the Closing Date (as defined below) and shall be adjusted in cash at the Closing, with SELLER being responsible for all such taxes and assessments for periods prior to the Closing date. SELLER is a tax-exempt entity. BUYER agrees and understands that SELLER assumes no responsibility for rollback taxes, if any.

1.7 **Feasibility.**

- (a) **Feasibility Period.** BUYER requires adequate time to complete due diligence. BUYER shall have a **feasibility period of sixty (60) days** from Opening of Escrow as defined below (the “**Feasibility Period**”) to conduct pre-marketing studies, engineering, environmental, feasibility, zoning, land plan or land use studies or reviews, inspections, investigations, and reviews of the Property. BUYER and its employees, agents and/or independent contractors may come upon said Property at any time during the Feasibility Period (and thereafter until the Closing or termination of this Real Estate Contract) in connection with the BUYER’S review of the Property (provided that BUYER shall indemnify and hold harmless SELLER from and against any and all liability, responsibility, or damages incurred or sustained by SELLER as a result of the actions of BUYER, its employees, agents or independent contractors in connection therewith, but not the mere discovery of an existing condition on the Property). If the Closing does not occur (other than due to SELLER’S default), BUYER shall, at its expense, promptly repair and restore any damage to the Property caused by BUYER and/or its agents in connection with such inspections, studies, or tests. **BUYER hereby agrees to indemnify, defend, and hold SELLER harmless from and against all loss, cost, damage, claims or cause of action actually incurred by SELLER or asserted against SELLER, arising from personal injury or property damage on the Land to the extent caused by actions taken at the Property by BUYER or its agents, engineers or consultants, but not arising from the mere discovery or non-negligent disturbance of an existing condition on the Land.** SELLER acknowledges that BUYER intends to conduct an investigation of the Property, which may include examination of any and all documentation with respect to the Property, examination of the title to the Property, conduct tests to determine the presence or absence of hazardous waste, asbestos, radon and other similar materials and substances, and determine the compliance of the Property with all applicable laws, rules, codes and regulations. **Notwithstanding anything contained herein to the contrary,** BUYER’S repair and indemnification obligations pursuant to this Section shall survive Closing hereunder or termination of this Real Estate Contract, as the case may be. On or before ten (10) days after the Opening of Escrow, Seller shall provide to Buyer copies of any previous environmental assessments,

geotechnical reports, studies, or analyses made on or relating to the Property, any plats of the Property, and copies of current utility capacity letters for the Property.

1.8 Governmental Approvals.

- (a) During the Feasibility Period (and thereafter until the Closing or termination of this Real Estate Contract) as part of BUYER'S due diligence, BUYER may pursue, at BUYER'S sole cost and expense, such governmental consents or approvals regarding the Property with respect to BUYER'S proposed development ("**Governmental Approvals**") and contact appropriate governmental authorities according to applicable law regarding the Property; provided, however, that BUYER shall pay all fees and expenses incurred by BUYER in attempting to obtain any Governmental Approvals. At BUYER'S request, SELLER shall provide reasonable assistance to the BUYER regarding Governmental Approvals.
- (b) BUYER acknowledges that SELLER is a Texas Home Rule Municipal Corporation with regulatory authority over land use and building applications, including subdivision, zoning, development, and construction on real property within College Station city limits.
- (c) **THE BUYER RECOGNIZES AND EXPRESSLY AGREES THAT THE SELLER IS NOT OBLIGATED BY VIRTUE OF THIS AGREEMENT TO APPROVE ANY APPLICATION OR REQUEST FOR GOVERNMENTAL APPROVALS WHICH SELLER OR BUYER MAY SUBMIT TO A GOVERNMENTAL BODY AND CERTIFIES AND ACKNOWLEDGES THAT SELLER HAS NOT MADE ANY REPRESENTATIONS TO OR AGREEMENTS WITH BUYER THAT SELLER WILL GRANT ANY GOVERNMENTAL APPROVALS SUBMITTED BY BUYER OR SELLER. HOWEVER, NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, SELLER AGREES THAT IT WILL FOLLOW THE SAME ORDINANCES AND POLICIES WITH RESPECT TO THE PROPERTY FOR ANY SUCH APPROVALS THAT IT WOULD FOLLOW FOR SIMILAR REQUESTS FOR SIMILAR APPROVALS WITH RESPECT TO SIMILAR PROPERTIES OR OTHER BUYERS OR OWNERS.**

1.9 On or before the expiration of the Feasibility Period, BUYER shall provide the SELLER and the Title Company with written notice that either (i) the Property is acceptable and BUYER desires to consummate the transaction contemplated herein or (ii) the Property is not acceptable and BUYER elects to terminate this Real Estate Contract. **Notwithstanding anything herein to the contrary**, BUYER'S failure to give SELLER timely notice of (ii) above shall be deemed BUYER'S timely notification of (i) above.

1.10 The sale of the PROPERTY shall be made by a Special Warranty Deed in the form attached hereto as **EXHIBIT C**.

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said Property shall be the amount of **THREE MILLION THREE HUNDRED SIXTY-NINE THOUSAND AND NO/100 DOLLARS (\$3,369,000.00)** (the "**Purchase Price**").

2.2 The Purchase Price shall be payable in full at Closing, subject to application of the Earnest Money (as defined below) to the Purchase Price and the other adjustments and prorations provided in this Real Estate Contract.

ARTICLE III EARNEST MONEY AND FEASIBILITY FEE

3.1 **Earnest Money.** BUYER agrees, within three (3) business days after the full execution and delivery of this Real Estate Contract by BUYER and SELLER, to deposit with SOUTH LAND TITLE, LLC at 3800 Cross Park Drive, Bryan, Texas 77802 (the "**Title Company**") as an earnest money deposit, the sum of **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** in cash or immediately-available funds (the "**Earnest Money**"). The date on which the Title Company gives notice to SELLER and BUYER that it has received such Earnest Money is referred to herein as "**Opening of Escrow**". The Title Company shall be directed to invest the Earnest Money in an interest-bearing account mutually acceptable to SELLER and BUYER. Any interest earned on this account shall be added to the Earnest Money and considered a part of the Earnest Money. The Earnest Money shall be credited to the Purchase Price at Closing.

If BUYER terminates this Real Estate Contract for any reason in BUYER'S sole discretion by written notice to SELLER on or before the end of the Feasibility Period, or if the transaction contemplated by this Real Estate Contract fails to close by reason of default or breach of SELLER (or the failure of a condition precedent), the Earnest Money shall be returned to BUYER. Should BUYER determine not to go forward with purchasing the Property, BUYER'S sole recourse (except in the event of a default or breach by SELLER) shall be to terminate this Real Estate Contract prior to the expiration of the Feasibility Period (or later if such election to terminate is in connection with the failure of a condition precedent or a default or breach by SELLER) and receive the return of the Earnest Money as provided above. If the transaction contemplated by this Real Estate Contract fails to close by reason of default or breach of BUYER, then SELLER shall be entitled to receive from the Title Company and retain the Earnest Money as liquidated damages and as SELLER'S sole and exclusive remedy against BUYER. Upon BUYER and SELLER'S joint written notice to the Title Company of the termination of this Real Estate Contract, the Title Company shall disburse such Earnest Money and any accrued interest thereon to BUYER and/or SELLER as instructed therein, provided that if BUYER terminates this Real Estate Contract prior to the expiration of the Feasibility Period, the Earnest Money and any accrued interest thereon shall be disbursed by the Title Company to BUYER without requirement of any release or instruction from Seller.

3.2 Feasibility Fee. On or before seven (7) business days after the Opening of Escrow, BUYER will deliver to SELLER the sum of **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** in cash or immediately available funds ("**Feasibility Fee**") as the required fee for the Feasibility Period as defined herein above. This Feasibility Fee is non-refundable, and it will not be a credit to the Purchase Price.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.1 SELLER hereby represents and warrants to BUYER as of the Opening of Escrow and as of the Closing Date that:

- (a) SELLER has the full right, power, and authority to enter into and perform its obligations under this Real Estate Contract and all requisite action necessary to authorize SELLER to enter into this Real Estate Contract and to carry out SELLER'S obligations hereunder has been obtained or on or before Closing will have been taken.

THERE ARE NO WARRANTIES OR REPRESENTATIONS BY SELLER OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS REAL ESTATE CONTRACT, THE SPECIAL WARRANTY DEED TO BE EXECUTED AND DELIVERED AT CLOSING AND/OR IN ANY OTHER CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER (COLLECTIVELY, THE "EXPRESS WARRANTIES").

BUYER ACKNOWLEDGES THAT, EXCEPT FOR THE EXPRESS WARRANTIES, SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY. BUYER EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS WARRANTIES, THE PROPERTY WILL BE CONVEYED "AS IS" AND "WITH ALL FAULTS", AND SELLER EXPRESSLY DISCLAIMS, AND BUYER ACKNOWLEDGES AND ACCEPTS THAT, SELLER HAS DISCLAIMED, OTHER THAN THE EXPRESS WARRANTIES, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION, (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFIT-ABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY, (II) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO ANY IMPROVEMENTS ON THE PROPERTY HEREIN CONVEYED,

AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS.

**ARTICLE V
REPRESENTATIONS AND WARRANTIES OF BUYER**

5.1 BUYER represents and warrants to SELLER as of the Opening of Escrow and as of the Closing Date that:

- (a) BUYER has the full right, power, and authority to purchase the Property from SELLER as provided in this Real Estate Contract and to carry out BUYER'S obligations under this Real Estate Contract and all requisite action necessary to authorize BUYER to enter into this Real Estate Contract and to carry out BUYER'S obligations hereunder has been obtained or on or before Closing will have been taken.

**ARTICLE VI
CLOSING**

6.1 The closing of this purchase and sale (the "**Closing**") shall be held at SOUTH LAND TITLE, LLC, within thirty (30) days from the expiration of the Feasibility Period (the "**Closing Date**"). SELLER and BUYER may mutually agree, in writing, to extend the Closing Date, but in no event shall the Closing be extended later than June 1, 2024. SELLER warrants and represents that the City Manager is authorized to extend the Closing Date on behalf of SELLER.

6.2 At the Closing, SELLER shall:

- (a) Deliver to BUYER the duly executed and acknowledged Special Warranty Deed conveying the PROPERTY, free and clear of any and all liens and encumbrances, except for those recorded documents listed on Schedule B of the Title Commitment attached as **EXHIBIT B** as it may be amended prior to Closing, and those additional reservations and matters set forth in the Special Warranty Deed attached hereto as **EXHIBIT C**.
- (b) Execute and deliver to the Title Company and Affidavit as to Debts, Liens and Possession sufficient so that the Title Company will omit from the Title Policy (as defined below) any exceptions for "Rights of parties in possession", "Rights of tenants under leases", any liens and any Schedule C exceptions on the Title Commitment as applicable (the "**Seller's Affidavit**").
- (c) Deliver exclusive possession of the Property to BUYER subject only to the rights of third parties listed in the Title Policy.
- (d) At BUYER'S election, deliver to BUYER, at BUYER'S expense, an Owner Policy of Title Insurance insuring indefeasible title issued by South Land Title, LLC on a

title insurance underwriter acceptable to BUYER, in BUYER'S favor in the full amount of the Purchase Price (the "**Title Policy**"), insuring BUYER'S fee simple interest in the Land subject only to such exceptions as shown on Schedule B of the Title Commitment attached as **EXHIBIT B** as it may be amended prior to Closing, and as amended based on the Seller's Affidavit, all as approved by the Title Company and BUYER, and those additional easements, reservations and other matters set forth in the Special Warranty Deed attached hereto as **EXHIBIT C**.

- (e) Pay PCR Brokerage Houston, LLC dba Partners ("**BUYER'S Broker**") a real estate commission in connection with this transaction in the amount of three percent (3%) of the Purchase Price (BUYER'S Broker has advised BUYER to obtain an abstract of title or a title insurance policy).
- (f) Pay SELLER'S Broker and/or Real Estate Commission fees, if any.
- (g) Pay the SELLER'S expenses or attorney fees.
- (h) Receive the Purchase Price, net of any adjustments or prorations hereunder.

6.3 Upon such performance by SELLER at closing, BUYER shall:

- (a) Pay the Purchase Price, subject to credit for the Earnest Money and any adjustments or prorations hereunder.
- (b) If BUYER elects to get a new survey of the PROPERTY, pay the cost of the new survey of the PROPERTY, and pay any additional premium or charge for the survey/boundary deletion in the Title Policy, and/or issuance of endorsement(s) to the Title Policy, if the deletion or endorsement is requested by BUYER.
- (c) If BUYER elects to acquire a Title Policy, pay the cost of the title policy premium for a Title Policy insuring indefeasible title issued by South Land Title, LLC on a title insurance underwriter acceptable to BUYER,, in BUYER'S favor in the full amount of the purchase price, insuring BUYER'S fee simple interest in the PROPERTY subject only to such exceptions as shown on the Title Commitment attached as **EXHIBIT B** as it may be modified as provided above and those additional easements, reservations and other matters set forth in the Special Warranty Deed attached hereto as **EXHIBIT C**.
- (d) Pay South Land Title, LLC's reasonable and customary escrow fees.
- (e) Pay the reasonable and customary cost for tax certificates.
- (e) Pay the costs to obtain, deliver and record all documents to be recorded at Closing relative to any lien BUYER may obtain for the purchasing of the Property.

- (f) Pay the costs to record all documents recorded at Closing for the purchase of the Property.
- (g) Pay the BUYER'S expenses and attorney fees.
- (h) Pay any and all other reasonable and customary closing costs of a buyer of real property in Brazos County, Texas.

ARTICLE VII SPECIAL CONDITIONS

7.1 The Special Warranty Deed will contain the following reservations and information, and the following **AS IS** language:

GRANTOR hereby reserves for itself, its successors and assigns, all of the Reserved Groundwater Rights. As used in this Special Warranty Deed, the following terms shall have the following meanings: Groundwater – All of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel; Reserved Groundwater - All of the Groundwater now or in the future located in, on or under the Property. Reserved Groundwater Rights - All of the Reserved Groundwater, together with the right to explore for, drill for, pump, develop, withdraw, produce and transport the Reserved Groundwater and Groundwater produced from other properties, from surface locations other than on the Property, including, without limitation, all personal property rights and entitlements relating to or applicable to the Reserved Groundwater, including, without limitation, permits, licenses, historical use entitlements, wells, pumps, and infrastructure; provided that Grantor agrees for itself, its successors and assigns that, notwithstanding anything herein to the contrary, none of Grantor, its successors or assigns shall have any right of ingress or egress on or across the surface of the Property including without limitation for the purposes of exploration, development, production or transportation of such Groundwater, it being expressly contemplated by the parties to this instrument that any production of such Groundwater shall be from the surface of other property located at least 500 feet from every point on the boundary of the Property.

GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the Property described on the attached **EXHIBIT A**; provided that Grantor agrees for itself, its successors and assigns that, notwithstanding anything herein to the contrary, none of Grantor, its successors or assigns shall have any right of ingress or egress on or across the surface of the Property for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other property located at least 500 feet from every point on the boundary of the Property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface of the Property or the surface of other property

located less than 500 feet from every point on the boundary of the Property, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives for itself, its successors and assigns all rights with respect to the surface of the PROPERTY and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR'S predecessors in title.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY, OTHER THAN THE EXPRESS WARRANTIES AND/OR REPRESENTATIONS OF GRANTOR SET FORTH HEREIN, IN THE REAL ESTATE CONTRACT DATED ____, 2024 BETWEEN GRANTOR AND GRANTEE, AS IT MAY HAVE BEEN AMENDED, AND/OR IN ANY OTHER CLOSING DOCUMENT OF EVEN DATE HERewith (COLLECTIVELY, THE "EXPRESS WARRANTIES"). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR THE EXPRESS WARRANTIES, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, EXCEPT FOR THE EXPRESS WARRANTIES, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (II) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE OR HAS HAD THE OPPORTUNITY TO MAKE (I) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (II) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

7.2 Notwithstanding anything herein to the contrary, in the event that at any time prior to the Closing or termination of this Real Estate Contract, any portion of the Property becomes the subject of an actual or threatened taking by power of eminent domain (a "**Taking**"), SELLER shall

give BUYER prompt written notice thereof and BUYER shall have the right to terminate Real Estate Contract by written notice to SELLER given within ten (10) days after receipt by BUYER of such written notice from SELLER. In the event of such termination the Earnest Money shall be refunded to BUYER. In the event of a Taking and BUYER does not elect to terminate this Real Estate Contract, SELLER shall assign to BUYER at Closing all proceeds and/or rights to proceeds which SELLER has received and/or is entitled to receive in connection with such TAKING.

ARTICLE VIII BREACH BY BUYER

8.1 In the event BUYER fails to fully and timely perform any of BUYER'S obligations under this Real Estate Contract or fails to consummate the sale of the PROPERTY for any reason except SELLER'S default or a failure of a condition precedent as stated in this Real Estate Contract, SELLER may, as its sole and exclusive remedy, terminate this Real Estate Contract and receive the Earnest Money from the Title Company as liquidated damages.

ARTICLE IX BREACH BY SELLER

9.1 In the event SELLER fails to consummate the conveyance of the PROPERTY when required hereunder or otherwise breaches this Real Estate Contract (SELLER being in default and BUYER not being in default hereunder), BUYER shall have the right to:

- (a) Receive the return of the Earnest Money and terminate this Real Estate Contract; and/or
- (b) Bring suit against SELLER for specific performance or for actual damages, including expectancy and incidental damages.

ARTICLE X MISCELLANEOUS

10.1 Survival of Covenants: Any of the representations, warranties, covenants, and agreements of the parties, as well as any rights and benefits of the parties, pertaining to the period of time following the Closing Date, shall survive the closing and shall not be merged by deed or otherwise be extinguished.

10.2 Notice: Any notice required or permitted to be delivered by this Real Estate Contract shall be deemed received when sent by United States mail, postage prepaid, certified mail, return receipt requested, addressed to SELLER or BUYER, as the case may be, at the addresses set forth below:

BUYER:	HFLPI-COLLEGE STATION, LLC 10555 Westpark Drive Houston, Texas 77042 Attn: Richard O. Hunton, Jr. Telephone: 713-266-3900
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Email: rjhunton@huntongroup.com

**ATTORNEY
FOR BUYER:**

SCHLANGER SILVER LLP
109 North Post Oak Lane, Suite 300
Houston, Texas 77024
Attn: Louis E. Silver
Telephone: 713-735-8515
Email: lsilver@schlangersilver.com

SELLER:

CITY OF COLLEGE STATION
Attention: Adam C. Falco, City Attorney
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842
Telephone: 979-764-3507
Email: afalco@cstx.gov

10.3 Texas Law to Apply: This Real Estate Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created by this Real Estate Contract are to be performed in Brazos County, Texas.

10.4 Parties Bound: This Real Estate Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. The persons executing this Real Estate Contract do so in their capacities as set forth below and in no other capacity whatsoever, and such persons shall have no personal liability for executing this Real Estate Contract in a representative capacity. All such liability is limited to the principal for which they execute this document as a representative. Buyer may assign this Real Estate Contract without the consent of Seller if such assignment is to an affiliate of Buyer. Except as provided above, any other assignment of this Real Estate Contract by Buyer shall require the consent of Seller.

10.5 Invalid Provision: In case any one or more of the provisions contained in this Real Estate Contract shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Real Estate Contract, and this Real Estate Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in the Real Estate Contract. In lieu of such illegal, invalid or unenforceable provision, there shall be added automatically as part of this Real Estate Contract a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

10.6 Construction: The parties acknowledge that each party and its counsel have reviewed and revised this Real Estate Contract and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Real Estate Contract or any amendments or exhibits hereto.

10.7 Prior Agreements Superseded: This Real Estate Contract embodies the entire agreement of the parties and supersedes any and all prior understandings or written or oral agreements between the parties respecting subject matter within and may only be amended or supplemented by an instrument in writing executed by the party against whom enforcement is sought.

10.8 Time of Essence: Time is of the essence with respect to all matters and deadlines in this Real Estate Contract. **Notwithstanding anything herein to the contrary**, if the date on which any deadline in this Real Estate Contract would fall is a Saturday, Sunday or any day which is a national holiday or a Texas banking holiday, such deadline shall be extended to the first subsequent day which is not a Saturday, Sunday, national holiday or Texas banking holiday.

10.9 Gender: Words of any gender used in this Real Estate Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

10.10 Multiple Counterparts: This Real Estate Contract may be executed in a number of identical counterparts. If so executed, each of the counterparts shall, collectively, constitute but one agreement. In making proof of this Real Estate Contract it shall not be necessary to produce or account for more than one counterpart.

10.11 Real Estate Contract Execution. SELLER warrants and represents that this Real Estate Contract by SELLER to sell the Property has been approved by vote of the City Council of the City of College Station, Texas; such approval reflected by the signature of SELLER'S representative to this Real Estate Contract.

10.12 Memorandum of Real Estate Contract. Upon request of either party, both parties shall promptly execute a memorandum of this agreement suitable for filing of record.

10.13 Survival. Warranties and representations made by SELLER or BUYER in this Real Estate Contract shall survive the Closing.

LIST OF EXHIBITS:

EXHIBIT A Copy of Final Plat (being a replat) of THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO, BLOCK 6, LOTS 1R & 2-5, an addition to the City of College Station, Brazos County, Texas, recorded in Volume 15639, Page 231, of the Official Public Records of Brazos County, Texas

EXHIBIT B South Land Title, LLC Title Commitment with an effective date of January 28, 2024

EXHIBIT C Special Warranty Deed

EXECUTED on this the _____ day of _____, 2024.

SELLER:

CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

By: _____

Mayor

Date: _____

BUYER:

HFLPI-COLLEGE STATION, LLC
a Texas limited liability company

By: _____

Richard O. Hunton, Jr., Manager

Date: 2/13/24

ATTEST:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

Assistant City Manager/CFO

Date: _____

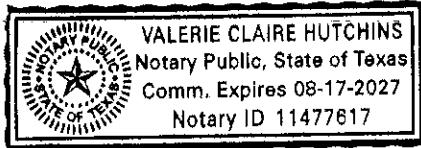
City Attorney

Date: _____

THE STATE OF TEXAS §
COUNTY OF HARRIS §

ACKNOWLEDGMENT

This instrument was acknowledged before me on the 15 day of February, 2024, by Richard O. Hunton, Jr. Manager of HFLPI-COLLEGE STATION, LLC, a Texas limited liability company on behalf of said limited liability company.



Valerie Claire Hutchins
NOTARY PUBLIC in and for the State of Texas

THE STATE OF TEXAS §
COUNTY OF BRAZOS §

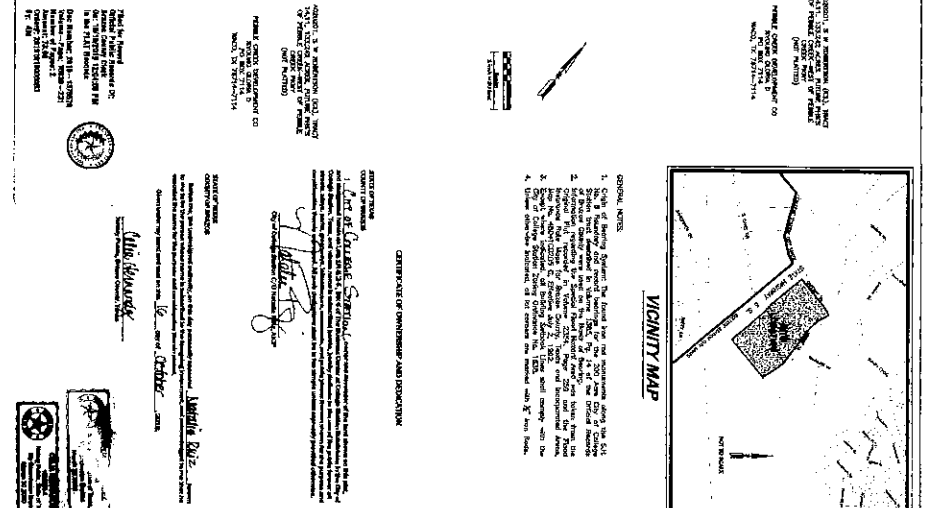
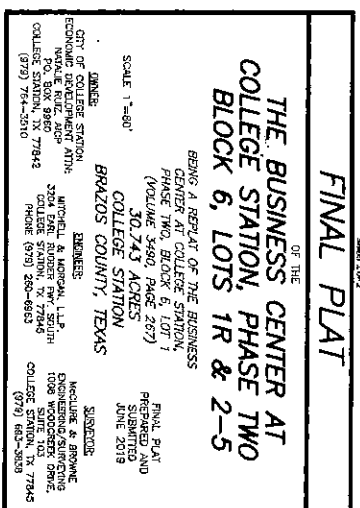
ACKNOWLEDGMENT

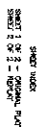
This instrument was acknowledged before me on the ____ day of _____, 2024, by JOHN P. NICHOLS, as Mayor of the CITY OF COLLEGE STATION, TEXAS, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

EXHIBIT A

Copy of Final Plat (being a replat) of THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO, BLOCK 6, LOTS 1R & 2-5, an addition to the City of College Station, Brazos County, Texas, recorded in Volume 15639, Page 231, of the Official Public Records of Brazos County, Texas





LMS 表	
Project	Project description
18	2015 年 10 月 1 日 - 2016 年 10 月 31 日
19	2016 年 11 月 1 日 - 2017 年 10 月 31 日
20	2017 年 11 月 1 日 - 2018 年 10 月 31 日
21	2018 年 11 月 1 日 - 2019 年 10 月 31 日
22	2019 年 11 月 1 日 - 2020 年 10 月 31 日
23	2020 年 11 月 1 日 - 2021 年 10 月 31 日
24	2021 年 11 月 1 日 - 2022 年 10 月 31 日
25	2022 年 11 月 1 日 - 2023 年 10 月 31 日
26	2023 年 11 月 1 日 - 2024 年 10 月 31 日
27	2024 年 11 月 1 日 - 2025 年 10 月 31 日
28	2025 年 11 月 1 日 - 2026 年 10 月 31 日
29	2026 年 11 月 1 日 - 2027 年 10 月 31 日
30	2027 年 11 月 1 日 - 2028 年 10 月 31 日
31	2028 年 11 月 1 日 - 2029 年 10 月 31 日
32	2029 年 11 月 1 日 - 2030 年 10 月 31 日
33	2030 年 11 月 1 日 - 2031 年 10 月 31 日
34	2031 年 11 月 1 日 - 2032 年 10 月 31 日
35	2032 年 11 月 1 日 - 2033 年 10 月 31 日
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91	2088 年 11 月 1 日 - 2089 年 10 月 31 日
92	2089 年 11 月 1 日 - 2090 年 10 月

PERSONAL CHIEF DEVELOPMENT CO
C/O YOUNG & RUBICAM
PO BOX 7134
NEW YORK, NY 10163



CERTIFICATE OF ADEQUACY

CERTIFICATE OF PLANNING AND ZONING COMMISSION

June 1962

Certified _____
CERTIFICATE OF _____

Carol Miller
Cathy and Jim Miller, President and Vice President of the organization
College students

City or County location of A-
DATE OF RECORD
DATE OF RECORD

1. Robert Montgomery, County Clerk, is and was husband of said defendant, who died by Official Public Records of Broward County, 7

County Clerk
 State of New York
 By: *Ann M. Thelton*
 Deputy Clerk

North is CO 60° 23' N. & distance—6000 ft. to the
According to the Flood Insurance Rate Maps
Map Number 4804-C00302E map dated May
Special Flood Hazard Area.

which may be more traditional. Ultimate difference included, did let corners on the 40° side showed more obvious expansion for the primary Currier's expansion element. The definition for both S_1 , S_2 , and S_3 will be a

2. Experiment from *i.e.* March to Oct 2008

754, Page 129, District Records of Chicago
Estimated W.D. Fish to City of College St.
revised by Volume 472, Page 62, Based on
Government Kenneth M. Morton, Uniform to
Recorded as Volume 318, Page 418, based

The mathematics of the Physics Department
 "Cancer" of College Station Prime Two Book
 (2004).

Stock A, Lot 1R
Stock A, Lot 2
Stock A, Lot 3
Stock A, Lot 4 AC 5

Figure 1

FINAL P14

OF THE
BUSINESS
CENTERS

STATION, PH
6, LOTS 1R

PHASE TWO, BLOCK 6, LOT

30.743 ACRES
COLLEGE STATION
BRAZOS COUNTY, TEXAS

COUSINER
MITCHELL & MORGAN, L.L.P.
3204 EARL RUDDER FWY. SOUTH
COLLEGE STATION, TX 77845

1000

FINAL PLAT

OF THE
BUSINESS CENT

STATION, PHA

K 6, LOIS TR

CENTER AT COLLEGE STATION,
PHASE TWO, BLOCK 6, LOT 1
(VOLUME 3490, PAGE 267)

30.743 ACRES
COLLEGE STATION

BRAZOS COUNTY, TEXAS
PRISONERS

MITCHELL & MORISON, L.L.P.
3204 EARL RUDDER FWY, SOUTH
COLLEGE STATION, TX 77845
PHONE (979) 260-6963

Figure 1

100

EXHIBIT B

South Land Title, LLC Title Commitment effective January 28, 2024

COMMITMENT FOR TITLE INSURANCE (T-7)

ISSUED BY

TEXAN TITLE INSURANCE COMPANY

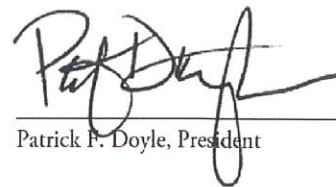
We, TEXAN TITLE INSURANCE COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

Countersigned by:

Texan Title Insurance Company


Patrick F. Doyle, President

Authorized Countersignature
South Land Title, LLC

Company Name

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 6710 Stewart Road, Suite 300, Galveston, Texas 77551.

TEXAN TITLE INSURANCE COMPANY

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-866-55-TEXAN

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-866-55-TEXAN

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
FAX NO. (512) 490-1007

TEXAN TITLE INSURANCE COMPANY
TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.
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Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied, or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-866-55-TEXAN or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure

you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

TEXAN TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **January 28, 2024, 8:00 am**

GF No. **BC2413015**

Commitment issued **February 4, 2024, 8:00 am**

1. The policy or policies to be issued are:

- a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED:
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED: **City of College Station, Texas**
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower: **City of College Station, Texas**
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
- f. OTHER
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:
City of College Station, a municipal home rule corporation

4. Legal description of land:
Being all that certain lot, tract or parcel of land, lying and being situated in Brazos County, Texas, and being Lot Three (3) and Lot Four (4) Block Six (6), THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO, an addition to the City of College Station, Brazos County, Texas, according to the Resubdivision and Final Plat recorded in [Volume 15639, Page 231](#), Official Records of Brazos County, Texas.

**COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY**

GF No. **BC2413015**

**TEXAN TITLE INSURANCE COMPANY
SCHEDULE B**

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

Volume 15639, Page 231 (on plat), Volume 15667, page 143 and 195, of the Official Records of Brazos County, Texas, but omitting any covenant, condition or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code, or (b) relates to handicap, but does not discriminate against handicapped persons.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year **2024**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year **2024** and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title

Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

- a. **Rights of Parties in possession. (OWNER POLICY ONLY)**
- b. Subject to any and all visible and/or apparent easements over, under or across subject property, which a survey or physical inspection may disclose.
- c. Any encroachment, encumbrance violation, variation or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.
- d. Any portion of the subject property lying within the boundaries of a public or private roadway, whether dedicated or not.
- e. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.
- f. All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.
- g. Rights of tenants, as tenants only, under existing lease agreements affecting the land.
- h. Easements and Building lines, as shown by the plat of said subdivision recorded in [Volume 15639, Page 231](#), Official Records of Brazos County, Texas.
- i. Easement from E. S. Wickes to Humble Pipeline Co., dated July 7, 1919, recorded in [Volume 48, page 614](#), Deed Records of Brazos County, Texas and Amendment recorded in [Volume 959, page 152](#), Official Records of Brazos County, Texas.
- j. Easement from C. E. Jones to Humble Pipeline Co., dated July 22, 1919, recorded in [Volume 49, page 25](#), Deed Records of Brazos County, Texas and Amendment recorded in [Volume 959, page 152](#), Official Records of Brazos County, Texas.
- k. Easement from J.E. Marsh to Gulf States Utilities Company, dated April 1, 1947, recorded in [Volume 129, page 496](#), Deed Records of Brazos County, Texas.
- l. Easement from C. Edgar Jones to Gulf States Utilities Company, dated May 14, 1947, recorded in [Volume 130, page 152](#), Deed Records of Brazos County, Texas.
- m. Easement in Deed from Holloway Sand & gravel Co., Inc. to Howard L. Perry, dated June 1, 1973, recorded in [Volume 316, page 416](#), Deed Records of Brazos County, Texas.
- n. Easement from Kenneth M. Morris, Trustee to Producer's Gas Company, dated June 1, 1978, recorded in [Volume 402, page 89](#), Deed Records of Brazos County, Texas.
- o. Easement from Kenneth M. Morris, Trustee to Clajon Gas Company, dated January 27, 1981, recorded in [Volume 473, page 65](#), Deed Records of Brazos County, Texas.

- p. Easement from Jerry D. Spearman to Producer's Gas Company, dated August 6, 1981, recorded in [Volume 541, page 688](#), Official Records of Brazos County, Texas.
- q. Easement from J. A. C. Developers, Inc, to General Telephone Company of the Southwest, dated February 2, 1984, recorded in [Volume 650, page 77](#), Official Records of Brazos County, Texas.
- r. Easement from J. A. C. Developers, Inc., to City of College Station, Texas, dated June 8, 1984, recorded in [Volume 700, page 465](#), Official Records of Brazos County, Texas.
- s. Easement from W.D. Fitch to City of College Station, Texas, dated August 10, 1984, recorded in [Volume 713, page 687](#), Official Records of Brazos County, Texas.
- t. Easement from W.D. Fitch to City of Bryan, Texas, dated September 26, 1984, recorded in [Volume 732, page 38](#), Official Records of Brazos County, Texas.
- u. Easement from W.D. Fitch to City of College Station, dated October 18, 1984, recorded in [Volume 735, page 308](#), Official Records of Brazos County, Texas.
- v. Easement from W.D. Fitch to City of College Station, dated January 2, 1985, recorded in [Volume 754, page 138](#), Official Records of Brazos County, Texas.
- w. Easement from W.D. Fitch to City of College Station, dated July 31, 1985, recorded in [Volume 904, page 22](#), Official Records of Brazos County, Texas.
- x. Easement from City of College Station to City of Bryan, dated October 23, 1997, recorded in [Volume 2960, page 109](#), Official Records of Brazos County, Texas.
- y. Easement from City of College Station to Pebble Creek Development, Co., dated September 24, 1999, recorded in [Volume 3618, page 83](#), Official Records of Brazos County, Texas.
- z. Mineral reservation in Deed from Sally N. White et al to E. S. Wilkes, dated August 24, 1918, recorded in [Volume 46, page 626](#), Deed Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- aa. Mineral reservation as shown in deed from Ed S. Wickes, et al to J.E. Marsh, dated April 28, 1940 and recorded in [Volume 103, page 279](#), Deed Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- bb. Mineral reservation in Deed from C. Edgar Jones to Navasota Land & Cattle Company, dated October 12, 1961, recorded in [Volume 215, page 227](#), Deed Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- cc. Royalty Reservation from Grace H. Marsh to Michigan International Speedway, Inc., dated March 19, 1969, recorded in [Volume 277, page 84](#), Deed Records, Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- dd. Mineral reservation in Deed from Kenneth M. Morris, Trustee to Jerry D. Spearman, dated June 23, 1981, recorded in [Volume 487, page 199](#), Deed Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- ee. Mineral reservation as shown in deed from Kenneth M. Morris, Trustee to R.F. Spearman, dated June 23, 1981 and recorded in [Volume 487, page 204](#), Deed Records; subject to release of surface rights as set forth in instrument recorded in [Volume 1025, Page 826](#), Official Records, both being of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.

- ff. Royalty Deeds from Grace H. Marsh, to Louise M. Reeves, Trustee dated December 30, 1981, recorded in [Volume 504, pages 677 and 681](#), Deed Records of Brazos County, Texas. Title to these mineral interests has not been traced subsequent to the date of the above-cited instruments.
- gg. Mineral Deed from Kenneth M. Morris, Trustee to Howard L. Terry, et al, dated March 19, 1991, recorded in [Volume 1252, page 211](#), Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.
- hh. Mineral/Royalty Deed from D. E. Roberson et ux to The Robyn's Nest Family Revocable Trust, dated September 26, 2000, recorded in [Volume 3979, page 181](#), Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.
- ii. Mineral/Royalty Deed from Henry O. Boswell, Jr et ux to Dome Lake Investment, LP, dated April 13, 2005, recorded in [Volume 6751, page 16](#), Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.
- jj. Mineral Deed from Dorothy Abbott to Donna Janette Baldwin, dated January 4, 2014, recorded in [Volume 11791, page 190](#), Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.

**COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY**

GF No. **BC2413015**

**TEXAN TITLE INSURANCE COMPANY
SCHEDULE C**

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. NOTE: Procedural Rule P-27 as provided for in Article 9.39A of the Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account.
6. **NOTE: We find no outstanding liens of record affecting the subject property. Inquiry should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any security interest claim in the subject property.**
7. **Provide evidence of authority of the Representative of the City of College Station, a municipal home rule corporation, to act on behalf of same in execution of documents required to consummate the instant transaction.**
8. **Company requires proof that the subject property qualified for each ad valorem tax exemption that was granted to it for the last three tax years.**
9. **If any party to the transaction will execute documents based on a Statutory Durable Power of Attorney, Company requires the agent presenting such power of attorney to provide the Company with a Certification of Durable Power of Attorney by Agent, pursuant to Sec. 751.203 of the Texas Estates Code, before the date of closing.**
10. **Company will require tax certificates on the subject property showing all taxes paid up to and including the year 2023.**
11. **Company will require a properly executed Waiver of Inspection.**

12. Company requires an Affidavit as to Debts and Liens to be executed at closing.
13. "The title insurance policy being issued to you contains an Arbitration Provision. It allows you or the Company to require arbitration if the amount of Insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the Arbitration Provision before the policy is issued. If you are the purchaser in the transaction and elect deletion of the Arbitration Provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the Arbitration Provision, please inform us through your Closing Instructions."

The following is for informational purposes only:

The current vesting deed is as follows:

Warranty Deed executed by College Station Economic Development Foundation, a non-profit corporation to City of College Station, a municipal home rule corporation, dated December 3, 1991, recorded in [Volume 1385, page 14](#), Official Records of Brazos County, Texas.

Countersigned
South Land Title, LLC

A handwritten signature in black ink, appearing to read "Andrew B. Anderson". The signature is fluid and cursive, with the first name "Andrew" being the most prominent.

By:
Authorized Counter Signature

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **BC2413015**

Effective Date: **January 28, 2024, 8:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

- (a) The Title Insurance Company, **Texan Title Insurance Company**, is wholly owned by Texan Title Holdings, LLC. Individuals, partnerships, corporations, trusts or other entities owning ten percent (10%) or more of Texan Title Holdings, LLC:

Patrick F. Doyle - 100%

- (b) The directors of Texan Title Insurance Company are Patrick F. Doyle, Jessica R. Carper, Jeffrey A. Adams and Russell Sugg

- (c) The president, executive or senior vice-president, secretary and treasurer of Texan Title Insurance Company:

Patrick F. Doyle - Chief Executive Officer and President
Jessica R. Carper - Senior Vice President and Treasurer
Jeffrey A. Adams - General Counsel and Secretary
J. Brandon Linscomb - Senior Vice President
Russell Sugg - Executive Vice President

2. The issuing Title Insurance Agent, **South Land Title, LLC** a Texas Limited Liability Company, whose members owning or controlling, directly or indirectly, 1% or more of said company (or owning or controlling 10% or more of an entity that owns 1% or more of the Agent), and managers are listed below:

Patrick F. Doyle, Chief Executive Officer
Shannon Doyle Osborn, President
Jessica R. Carper, Treasurer

South Land Title, LLC is owned 100% by Texan Title Holdings, LLC which is owned 100% by Patrick F. Doyle.

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	<u>\$328.00</u>
Loan Policy	<u>\$100.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$428.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

COMMITMENT FOR TITLE INSURANCE (Form T-7)

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title.

The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment of Title insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE

Texan Title Insurance Company

Premium Amount	Rate Rules	Property Type	County Code	Liability at Reissue Rate	6	7	8
1 \$428.00	2 1200 3210	3 3	4	5			

DISCLOSURE TO SELLER, BUYER/BORROWER ABOUT
PATRICK F. DOYLE AND DOYLE LAW FIRM, PLLC

I. REPRESENTATION OF INTERESTS

In connection with the transaction you are closing today, a document of conveyance and/or curative documents have been prepared on behalf of Seller and Buyer/Borrower, and/or a loan has been obtained from a lending institution (or individual owner under an owner-finance) to finance all or part of the purchase price of Borrower's property, or to refinance an earlier loan made to Borrower, or which Borrower assumed, that is secured on the subject property. Seller, Buyer/Borrower or and/or lender is using the services of the law firm of **DOYLE LAW FIRM, PLLC** in the preparation of various legal instruments and loan documents in connection with this transaction, and you must pay for such services. By signing below, Borrower is acknowledging that **DOYLE LAW FIRM, PLLC** has not represented Borrower's interests or given Borrower any legal advice concerning the contract to sell and purchase the property, if applicable, or otherwise related to the property or to the legal instruments and loan documents executed in connection with the home loan transaction or the closing of the transaction itself.

II. RELATIONSHIP OF PATRICK F. DOYLE AND DOYLE LAW FIRM, PLLC

PATRICK F. DOYLE is the sole owner of the law firm of **DOYLE LAW FIRM, PLLC**.

III. RELATIONSHIP OF TITLE COMPANY AND PATRICK F. DOYLE

PATRICK F. DOYLE is the sole owner of **Texan Title Holdings, LLC**, which is the parent company of **SOUTH LAND TITLE, LLC**, located in **Bryan, Texas**

IV. RELATIONSHIP OF TAX SERVICE PROVIDER AND PATRICK F. DOYLE

PATRICK F. DOYLE is the sole owner of **Realty Tax Search, Inc.**, which provides ad valorem tax searches, and collects, stores and disseminates such information regarding your transaction, and collects a standard fee for services related thereto.

V. FREEDOM TO HIRE A LAWYER

By signing below, each party hereto acknowledges that they have had the opportunity to consult independent counsel or hire an attorney to represent them regarding this transaction and its consequences.

VI. OBLIGATION TO PAY LEGAL FEES

By signing below, each party acknowledges that they must pay at the time of closing, or on demand, the legal fees of **DOYLE LAW FIRM, PLLC** as each party may have agreed to pay in the contract of sale and purchase or in the loan application or any other document they may have signed. The charges for the services of **DOYLE LAW FIRM, PLLC** are set forth on the closing statement or settlement statement furnished by the closing agent. You have not been charged any fee for preparation of any Truth-in-Lending Statement or RESPA Good Faith Estimate of closing costs. Attached hereto as **Exhibit "A"** and incorporated herein is **PATRICK F. DOYLE**'s Affiliated Business Arrangement Disclosure Statement, which sets forth **DOYLE LAW FIRM, PLLC**'s relationship to **PATRICK F. DOYLE** and Settlement Service Charge or range of charges.

VII. DESCRIPTION OF LEGAL SERVICES

In representing the lender's interest in this loan transaction, **DOYLE LAW FIRM, PLLC** provided a variety of services of a legal nature. **DOYLE LAW FIRM, PLLC** reviews as necessary the sales contract, survey, title report or commitment of title insurance, various documents of record such as restrictions and easements, and typically prepares such instruments as the Note, Deed of Trust, Affidavits and various miscellaneous documents required by the lender.

Furthermore, each party hereto acknowledges that **DOYLE LAW FIRM, PLLC** may have prepared certain documents upon the request of **South Land Title, LLC**, and has not in any manner, undertaken to assist or render legal advice to the undersigned, with respect to this transaction. The attorney preparing the documents represents **South Land Title, LLC**.

Each party hereto has been provided with an opportunity to examine the title commitment issued by the title company in this transaction, and is satisfied with the contents of such commitment. Further, each party hereto agrees and understands that this transaction is not "closed" until all disbursements are made on behalf of all parties. In the event there are any additional charges for anyone furnishing services, requiring payoff, or by any taxing authority, each party hereto will pay such charges upon written request.

The undersigned understand and agree that the parties may allocate payment of legal fees between themselves as they may agree.

VIII. ACKNOWLEDGEMENT/WHAT SIGNING THIS MEANS

By signing below, you acknowledge to the lender, **DOYLE LAW FIRM, PLLC** and **PATRICK F. DOYLE** that you have received a copy of this disclosure, that you have read all of the above statements, that you understand them, and that what has been stated in this disclosure is accurate and truthful. Furthermore, you acknowledge that you have read this disclosure form and understand that **PATRICK F. DOYLE** is referring you to purchase the settlement services as described herein on **Exhibit "A"** and may receive a financial or other benefits as the result of this referral.

EXHIBIT "A"

AFFILIATED BUSINESS ARRANGEMENT DISCLOSURE STATEMENT
NOTICE

FROM: PATRICK F. DOYLE

GF#: BC2413015

This is to give you notice that PATRICK F. DOYLE has a business relationship with and ownership interest in REALTY TAX SEARCH, INC. and TEXAN TITLE HOLDINGS, LLC, which is the parent company of SOUTH LAND TITLE, LLC. PATRICK F. DOYLE, sole owner of the law firm of DOYLE LAW FIRM, PLLC, is also the sole owner of TEXAN TITLE HOLDINGS, LLC, which is the parent company of SOUTH LAND TITLE, LLC (real estate closing services).

Set forth below is the estimated charge or range of charges of the settlement services listed. You are NOT required to use the listed providers as a condition for closing your transaction of the subject property. **THERE ARE OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.**

Provider and Settlement Services Charge or Range of Charges:

SOUTH LAND TITLE, LLC	(premium fees as set by State Board of Insurance and vary depending on value of transaction and credits available to consumer)
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Realty Tax Search	\$81.19
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ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Patrick F. Doyle is referring me/us to purchase the above-described settlement services and may receive a financial or other benefit as the result of this referral.

**SOUTH LAND TITLE, LLC
PRIVACY POLICY**

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a non-affiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **SOUTH LAND TITLE, LLC**.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or others
- Information we receive from a consumer reporting agency
- Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT OUR CUSTOMERS OR FORMER CUSTOMERS TO ANYONE, EXCEPT AS PERMITTED BY LAW.

WE RESTRICT ACCESS TO NONPUBLIC PERSONAL INFORMATION ABOUT YOU TO THOSE EMPLOYEES WHO NEED TO KNOW THAT INFORMATION TO PROVIDE THE PRODUCTS OR SERVICES REQUESTED BY YOU OR YOUR LENDER.

WE MAINTAIN PHYSICAL, ELECTRONIC, AND PROCEDURAL SAFEGUARDS THAT COMPLY WITH APPROPRIATE FEDERAL AND STATE REGULATIONS.

NO PERSON, ENTITY OR FIRM WHO IS NOT A PARTY TO YOUR CONTRACT IS PERMITTED TO RECEIVE ANY INFORMATION FROM THIS COMPANY ON ANY MATTER RELATED TO YOUR CONTRACT.

DOYLE LAW FIRM, PLLC
PRIVACY POLICY NOTICE

PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of **DOYLE LAW FIRM, PLLC**

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms
- Information about your transactions we secure from our files, or from our affiliates or others
- Information we receive from a consumer reporting agency
- Information that we receive from others involved in your transaction, such as the real estate agent or lender

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

EXHIBIT C
Special Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

DATE: _____, 202__

GRANTOR: THE CITY OF COLLEGE STATION, TEXAS,
a Texas Home Rule Municipal Corporation

GRANTOR'S MAILING ADDRESS: P. O. Box 9960
(including county) Brazos County
College Station, Texas 77842

GRANTEE: HFLPI-COLLEGE STATION, LLC, a Texas limited liability company

GRANTEE'S MAILING ADDRESS: 10555 Westpark Drive
(including county) Harris County
Houston, Texas 77042

CONSIDERATION: TEN AND NO/ Dollars (\$10.00) and other good and valuable consideration

PROPERTY:

Being all that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas, and being Lot Three (3) and Lot Four (4), Block Six (6), THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO, an addition to the City of College Station, Brazos County, Texas, according to the Resubdivision and Final Plat recorded in Volume 15639, Page 231, of the Official Public Records of Brazos County, Texas (the "Land"), together with all and singular the rights and appurtenances pertaining to the Land, including all right, title and interest of GRANTOR as owner of the Land in and to adjacent roads, streets, alleys or rights-of-way, all easements benefitting the Land, and all utility rights and reservations with respect to the Land.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. Restrictive covenants, terms, conditions, stipulations, easements and building lines as shown on Final Plat of The Business Center at College Station, Phase Two, Block 6, Lots 1R and 2-5, recorded in Volume 15639, Page 231, Official Public Records of Brazos County, Texas.
2. Terms, conditions and stipulations contained in Declaration of Covenants and Restrictions for The Business Center at College Station dated November 1, 2019, recorded in Volume 15667, Page 143, Official Public Records of Brazos County, Texas.
3. Terms, conditions and stipulations contained in Declaration of Restrictive Covenants of The Business Center at College Station, Phase Two, Block 6, Lots 1R & 2-5 Subdivision, dated November 1, 2019, recorded in Volume 15667, Page 195, Official Public Records of Brazos County, Texas.
4. Easement dated July 7, 1919, from E. S. Wickes to Humble Pipe Line Company, recorded in Volume 48, Page 614, Deed Records of Brazos County, Texas.
5. Easement dated July 22, 1919, from C.E. Jones to Humble Pipe Line Company, recorded in Volume 49, Page 25, Deed Records of Brazos County, Texas.
6. Easement dated April 1, 1947, from J. E. Marsh and Grace H. Marsh to Gulf States Utilities Company, recorded in Volume 129, Page 496, Deed Records of Brazos County, Texas.
7. Easement dated May 14, 1947, from C. Edgar Jones to Gulf States Utilities Company, recorded in Volume 130, Page 152, Deed Records of Brazos County, Texas.
8. Easement reserved in Deed dated June 1, 1973, from Holloway Sand & Gravel Company, Inc. and Holloway Construction Company to Howard L. Terry, T. J. Collins and Duncan Properties, recorded in Volume 316, Page 416, Deed Records of Brazos County, Texas.
9. Pipeline Easement dated January 27, 1981, from Kenneth M. Morris, Trustee to Clajon Gas Company, recorded in Volume 473, Page 65, Deed Records of Brazos County, Texas.
10. Easement dated August 6, 1981, from Jerry D. Spearman to Producer's Gas Company, recorded in Volume 541, Page 688, Official Records of Brazos County, Texas.

11. Easement dated June 8, 1984, from J. A. C. Developers, Inc. to City of College Station, Texas, recorded in Volume 700, Page 465, Official Records of Brazos County, Texas.
12. Easement dated August 10, 1984, from W.D. Fitch to City of College Station, Texas, recorded in Volume 713, Page 687, Official Records of Brazos County, Texas.
13. Easement dated September 26, 1984, from W.D. Fitch to City of Bryan, Texas, recorded in Volume 732, Page 38, Official Records of Brazos County, Texas.
14. Easement dated October 18, 1984, from W.D. Fitch to City of College Station, Texas, recorded in Volume 735, Page 308, Official Records of Brazos County, Texas.
15. Easement and Right of Way dated February 2, 1984, from J.A.C. Developers Inc. to General Telephone Company of the Southwest, recorded in Volume 650, Page 77, Official Records of Brazos County, Texas.
16. Utility Easement dated January 2, 1985, from W. D. Fitch to the City of College Station, Texas, recorded in Volume 754, Page 138, Official Records of Brazos County, Texas.
17. Utility Easement dated July 31, 1986, from W. D. Fitch to the City of College Station, Texas, recorded in Volume 904, Page 22, Official Records of Brazos County, Texas.
18. Right-Of-Way Easement dated October 23, 1997, from the City of College Station, Texas to the City of Bryan, Texas, recorded in Volume 2960, Page 109, Official Public Records of Brazos County, Texas.
19. Utility Easement dated September 24, 1999, from the City of College Station, Texas to Pebble Creek Development Co., recorded in Volume 3618, Page 83, Official Public Records of Brazos County, Texas.
20. Mineral reservation set out in Deed dated August 24, 1918, from James C. White, Sallie N. White, Robert L. White, Fay W. Rodes and G. E. Rodes to E. S. Wicks, recorded in Volume 46, Page 626, Deed Records of Brazos County, Texas.
21. Mineral reservation set out in Deed dated April 28, 1940, from Edna Wickes Wilkerson, I. O. Wilkerson, Henry G. Wickes, Ed S. Wickes, for himself and as survivor in community of himself and his deceased wife, Annie Wickes, W. C. Mitchell, Anne Lile Wickes Mitchell, W. M. Wickes and

John Wickes to J. E. Marsh, recorded in Volume 103, Page 279, Deed Records of Brazos County, Texas.

22. Mineral reservation set out in Deed dated October 12, 1961, from C. Edgar Jones to Navasota Land & Cattle Company, recorded in Volume 215, Page 227, Deed Records of Brazos County, Texas.
23. Royalty reservation set out in Deed dated March 19, 1969, from Grace H. Marsh, Individually and as Independent Executrix of the Estate of J. E. Marsh, deceased to Michigan International Speedway, Inc., recorded in Volume 277, Page 84, Deed Records of Brazos County, Texas.
24. Mineral reservation set out in Warranty Deed dated June 23, 1981, from Kenneth M. Morris, Trustee to Jerry D. Spearman, recorded in Volume 487, Page 199, Deed Records of Brazos County, Texas.
25. Mineral reservation set out in Warranty Deed dated June 23, 1981, from Kenneth M. Morris, Trustee to R. F. Spearman, recorded in Volume 487, Page 204, Deed Records of Brazos County, Texas.
26. Release of Surface Rights dated January 28, 1988, from Kenneth M. Morris, Trustee to W. D. Fitch, Area Progress Corporation and College Station Economic Development Foundation, recorded in Volume 1025, Page 826, Official Records of Brazos County, Texas.
27. Royalty Deed dated December 30, 1981, from Grace H. Marsh to Louise M. Reeves, Trustee, recorded in Volume 504, Page 677, Deed Records of Brazos County, Texas.
28. Royalty Deed dated December 30, 1981, from Grace H. Marsh to Louise M. Reeves, Trustee, recorded in Volume 504, Page 681, Deed Records of Brazos County, Texas.
29. Mineral Deed dated March 19, 1991 but effective January 27, 1991, from Kenneth M. Morris, Trustee to Howard L. Terry, D. K. Royal, Duncan Properties, a partnership, E. Hal Dickson, D. E. Roberson, Gene R. Mendel, L. E. Richey and Vernon F. Runnels, recorded in Volume 1252, Page 211, Official Records of Brazos County, Texas.
30. Mineral and Royalty Deed dated September 26, 2000, from D. E. Roberson and wife, Carolyn M. Roberson to The Robyns' Nest Family Revocable Trust, recorded in Volume 3979, Page 181, Official Public Records of Brazos County, Texas.

31. Mineral and Royalty Deed dated April 13, 2005, from Henry O. Boswell, Jr. and wife, Jean S. Boswell to Dome Lake Investment, L.P., recorded in Volume 6751, Page 16, Official Public Records of Brazos County, Texas.
32. Gift Mineral Deed dated January 4, 2014, from Dorothy Abbott by her attorney in fact, Donna Baldwin to Donna Janette Baldwin, recorded in Volume 11791, Page 190, Official Public Records of Brazos County, Texas.

GRANTOR hereby reserves for itself, its successors and assigns, all of the Reserved Groundwater Rights. As used in this Special Warranty Deed, the following terms shall have the following meanings: Groundwater – All of the underground water, percolating water, artesian water, and any other water from any and all reservoirs, formations, depths and horizons beneath the surface of the earth, excluding underflow or flow in a defined subterranean channel; Reserved Groundwater - All of the Groundwater now or in the future located in, on or under the Property. Reserved Groundwater Rights - All of the Reserved Groundwater, together with the right to explore for, drill for, pump, develop, withdraw, produce and transport the Reserved Groundwater and Groundwater produced from other properties, from surface locations other than on the Property, including, without limitation, all personal property rights and entitlements relating to or applicable to the Reserved Groundwater, including, without limitation, permits, licenses, historical use entitlements, wells, pumps, and infrastructure; provided that Grantor agrees for itself, its successors and assigns that, notwithstanding anything herein to the contrary, none of Grantor, its successors or assigns shall have any right of ingress or egress on or across the surface of the Property including without limitation for the purposes of exploration, development, production or transportation of such Groundwater, it being expressly contemplated by the parties to this instrument that any production of such Groundwater shall be from the surface of other property located at least 500 feet from every point on the boundary of the Property.

GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the Property described on the attached **EXHIBIT A**; provided that Grantor agrees for itself, its successors and assigns that, notwithstanding anything herein to the contrary, none of Grantor, its successors or assigns shall have any right of ingress or egress on or across the surface of the Property for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other property located at least 500 feet from every point on the boundary of the Property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface of the Property or the surface of other property located less than 500 feet from every point on the boundary of the Property, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives for itself, its successors and assigns all rights with respect to the surface of the PROPERTY and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR'S predecessors in title.

GRANTEE ACKNOWLEDGES THAT GRANTOR HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATIONS AS TO THE PHYSICAL CONDITION OF THE PROPERTY, OR ANY OTHER MATTER AFFECTING OR RELATED TO THE PROPERTY, OTHER THAN THE EXPRESS WARRANTIES AND/OR REPRESENTATIONS OF GRANTOR SET FORTH HEREIN THE REAL ESTATE CONTRACT DATED ____, 2024 BETWEEN GRANTOR AND GRANTEE, AS IT MAY HAVE BEEN AMENDED, AND/OR IN ANY OTHER CLOSING DOCUMENT OF EVEN DATE HERewith (COLLECTIVELY, THE "EXPRESS WARRANTIES"). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND EXCEPT FOR THE EXPRESS WARRANTIES, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, EXCEPT FOR THE EXPRESS WARRANTIES, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING WITHOUT LIMITATION (I) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OF THE PROPERTY (II) THE MANNER OR QUALITY OF THE CONSTRUCTION, OR THE MATERIALS, IF ANY, INCORPORATED INTO THE CONSTRUCTION, OF ANY IMPROVEMENTS TO THE PROPERTY AND (III) THE MANNER OF REPAIR, QUALITY OF REPAIR, STATE OF REPAIR OR LACK OF REPAIR OF ANY SUCH IMPROVEMENTS. BY GRANTEE'S ACCEPTANCE OF THIS DEED, GRANTEE REPRESENTS THAT GRANTEE HAS MADE OR HAS HAD THE OPPORTUNITY TO MAKE (I) ALL INSPECTIONS OF THE PROPERTY TO DETERMINE ITS VALUE AND CONDITION DEEMED NECESSARY OR APPROPRIATE BY GRANTEE, INCLUDING, WITHOUT LIMITATION, INSPECTIONS FOR THE PRESENCE OF ASBESTOS, PESTICIDE RESIDUES, HAZARDOUS WASTE AND OTHER HAZARDOUS MATERIALS AND (II) INVESTIGATIONS TO DETERMINE WHETHER ANY PORTION OF THE PROPERTY LIES WITHIN ANY FLOOD HAZARD AREA AS DETERMINED BY THE U.S. ARMY CORPS OF ENGINEERS OR OTHER APPLICABLE AUTHORITY.

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty recited above, **GRANTS, SELLS, and CONVEYS** to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors, legal representatives and assigns forever. GRANTOR binds GRANTOR and GRANTOR's legal representatives, successors and assigns to warrant and forever defend all and singular the property to GRANTEE and GRANTEE's successors, legal representatives and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under GRANTOR but

not otherwise, and except as to the reservations from and exceptions to conveyance and warranty recited above.

When the context requires, singular nouns and pronouns include the plural.

CITY OF COLLEGE STATION, TEXAS

By: _____
Mayor

ATTEST:

City Secretary

THE STATE OF TEXAS §
§ **ACKNOWLEDGMENT**
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the _____ day of _____, 2024. By John P. Nichols, as Mayor of the City of College Station, a Texas Home Rule Municipal Corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:
City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842-9960

February 22, 2024

Item No. 11.3.

Memorandum of understanding with the City of Bryan regarding Brazos Transit District Board Appointments

Sponsor: Jason Schubert

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on memorandum of understanding with the City of Bryan regarding Brazos Transit District Board Appointments.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy
- Improving Mobility
- Sustainable City

Recommendation(s): Staff recommends approval.

Summary: The affairs of BTM are managed and administered by a Board of Directors consisting of seven (7) voting Directors. The Board of Directors is responsible for the oversight of BTM and for policymaking for BTM based upon recommendations provided by BTM executive staff. BTM management-level employees are responsible for implementing Board policies and for the day-to-day operations of the organization. The memorandum of understanding outlines the City of College Station and City of Bryan will have one voting member every four years and one ex officio member every four years by an elected official. These two board positions will rotate between the voting and ex officio every four years. College Station will have the first voting board position and Bryan will have the first ex officio position.

Budget & Financial Summary: None.

Attachments:

1. BTM MOU Bryan and College Station Final 2-14-24

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF BRYAN AND THE CITY OF COLLEGE STATION**

This Memorandum of Understanding (“MOU”) is made by and between The City of Bryan, Texas (“COB”), and The City of College Station, Texas (“COCS”). COB and COCS are collectively referred to as the “Parties.”

Whereas, it is the purpose of this MOU to establish a framework for the designation of a Brazos Transit District (“BTD”) board of director position to be utilized by an elected official of COB and COCS (the “BCS MPO board position”).

NOW, THEREFORE, THE PARTIES DO AGREE AS FOLLOWS:

1. As long as the Bryan/College Station Metropolitan Planning Organization is in existence, one of the current Board of Director positions on the BTD Board of Directors will be utilized by an elected official from either COB or COCS as the BCS MPO board position.
2. COCS will initially appoint an elected official from COCS to serve on the BTD Board of Directors, taking the Director position formerly held by Marvin Tate. Such Director will serve a four (4) year term per the BTD bylaws, but will not be eligible to be immediately reappointed to a BTD Board of Director position.
3. During the initial four-year period that COCS has an elected official serving in the BCS MPO board position, COB will appoint an elected official from COB to serve as an Ex-Officio non-voting member of the BTD Board of Directors. The Ex-Officio member possesses all other rights and privileges of a director and is allowed to attend all meetings of the BTD Board of Directors including executive session meetings.
4. Every four (4) years, upon the expiration of the term of the Board of Director’s member and the Ex-Officio member, the positions will rotate between COCS and COB, so that every four (4) years, the BCS MPO board position will rotate between COCS and COB.
5. The Parties’ appointees will be committed to work in the mutual interest of the Parties and agency wide entities.
6. If the Director serving in the BCS MPO board position or the Ex-Officio non-voting member is no longer an elected official or otherwise resigns from the BTD Board of Directors, they must be replaced within thirty (30) days by the City currently holding the position. The replacement Director or Ex-Officio non-voting member will serve out the remaining portion of the four (4) year term of the individual they replaced.
7. Any Director or Ex-Officio non-voting member appointed pursuant to this MOU is subject without limitation to bylaws of BTD.

[Signatures on the Following Page]

THE CITY OF BRYAN, TEXAS

Bobby Gutierrez, Mayor

Date

ATTEST

Mary Lynne Stratta, City Secretary

APPROVED AS TO FORM:

Thomas A. Leeper, City Attorney

THE CITY OF COLLEGE STATION, TEXAS

Mayor

Date

ATTEST

City Secretary

APPROVED AS TO FORM:

City Attorney

February 22, 2024

Item No. 14.1.

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