



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: 287 987 474 175 | Passcode: gZw5cS

Phone: 469-480-7460 | Phone Conference: 168 564 318#

January 9, 2025

4:00 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. 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.

2.1. 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:

- 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.
- The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas.
- Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County.
- Legal advice regarding the process to acquire property needed for the Water Well 10 Access Easement.

2.2. 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:

- Approximately 28 acres of land generally located at Midtown Drive and Corporate Pkwy in the Midtown Business Park.
- Approximately 1.5 acres of land located 301 Patricia Street and review of the sealed bids

submitted under bid number 24-073.

c. Approximately 8 acres of land located at 1508 Harvey Road.

d. Approximately 300 acres generally located at Corporate Parkway and Midtown Drive in the Midtown Business Park.

2.3. 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. Construction Board of Adjustments
- b. Zoning Board of Adjustments
- c. Planning and Zoning Commission
- d. City Secretary
- e. City Manager
- f. Council Self-Evaluation

2.4. Economic Incentive Negotiations {Gov't Code Section 551.087};

Possible action. The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) maybe discussed:

- a. Economic development agreement for a development generally located at the intersection of University Drive East and Tarrow Street.
- b. Economic development agreement for a development generally located at the intersection of University Drive and College Avenue.
- c. Economic development agreement with Fujifilm Diosynth Biotechnologies Texas, LLC, f/k/a Kalon Biotherapeutics LLC.

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

4. 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.

5. 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.

6. 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.

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

- December 12, 2024 Council Meeting
- December 17, 2024 Special Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM121224 DRAFT Minutes
2. SPM121724 DRAFT Minutes

6.2. Presentation, discussion, and possible action on an annual contract for gasoline and diesel fuel with Fikes Wholesale, Inc. for one (1) year, not to exceed \$2,500,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. Contract 25300167

6.3. Presentation, discussion, and possible action to ratify a funding agreement with Greater Brazos Partnership for services related to Plug and Play in the amount not to exceed \$250,000.

Sponsors: Michael Ostrowski

Attachments: 1. Funding Agreement - Greater Brazos Partnership and City of College Station - Plug and Play
2. 11_11_2024 - Special Minutes - City Council

7. Workshop Agenda.

7.1. Presentation, discussion, and possible action regarding a resolution establishing the City's legislative program for the 89th session of the Texas Legislature.

Sponsors: Ross Brady

Attachments: 1. Resolution-Legislative Action Plan - 2025

8. Regular Agenda.

8.1. 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 boundary from R-4 Multi-Family to MF Multi-Family for approximately 2.018 acres at 550 Fraternity Row, being Lot 1, Block 70 of the Southwood Valley Phase 28 Subdivision, generally located at of the intersection of Fraternity Row and Deacon Drive.

Sponsors: Gabriel Schrum

Attachments: 1. Aerial and Small Area Map
2. Existing Future Land Use Map
3. Rezoning Map
4. Rezoning Exhibit
5. Applicant's Supporting Information
6. Background Information

7. Ordinance

- 8.2. Presentation, discussion, and possible action regarding a resolution creating a Housing Plan Advisory Committee.
Sponsors: David Brower
Attachments: 1. Housing Plan Advisory Committee-Resolution
- 8.3. Presentation, discussion, and possible action regarding a real estate contract with The Corinth Group, Inc. for the sale of approximately 13 acres, with the option to purchase the remaining approximate 15 acres, in the Midtown Business Park at the intersection of Corporate Parkway and State Highway 6 in the amount of \$8.00 per square foot. The final square footage of the property and City's remaining property will be identified on the approved replat.
Sponsors: Michael Ostrowski
Attachments: 1. Real Estate Contract - Corinth
- 8.4. Presentation, discussion, and possible action regarding planning efforts for the Northgate area, as well as public engagement efforts relating to the potential sale of the Northgate surface parking lot.
Sponsors: Anthony Armstrong, Michael Ostrowski
Attachments: None
- 8.5. Presentation, discussion, and possible action regarding a real estate contract with Capstone Collegiate Communities, LLC for the sale of approximately 1.57 acres of land, generally located at 301 Patricia Street in the Northgate District, for \$13,000,000.
Sponsors: Michael Ostrowski
Attachments: 1. Real Estate Contract - Capstone
- 8.6. Presentation, discussion, and possible action regarding a HOME Investment Partnership Program funding agreement in the amount of \$249,000 with Elder Aid, Inc. for the acquisition and rehabilitation of 1116 Detroit for use as an affordable rental unit for an income qualified elderly household.
Sponsors: Raney Whitwell
Attachments: 1. 1116 Detroit - HOME Funding Agreement
2. Location Map 1116 Detroit
- 8.7. Presentation, discussion, and possible action regarding an ordinance creating a Tourism Committee and repealing Resolution No. 09-09-21-9.6 relating to the creation of the Tourism Advisory Committee.
Sponsors: Michael Ostrowski
Attachments: 1. Ordinance - Tourism Commission
2. Resolution - 09-09-21-9.6
- 8.8. Presentation, discussion, and possible action on a resolution of the City Council of the City of College Station, Texas, determining that an access easement containing approximately 1.113 acres is needed and needs to be acquired from the landowner, for an access road as a part of the College Station Water Well 10 Project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.
Sponsors: Adam Falco
Attachments: 1. Resolution 01-09-25-8.8_Eminent Domanin - Water Well 10 - w Exhibit A
2. SteeleBrook-Access Esmt-Survey-20241028

8.9. Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions.

- Construction Board of Adjustments
- Planning and Zoning Commission
- Zoning Board of Adjustments
- Bicycle, Pedestrian, and Greenways Advisory Board
- Design Review Board
- Historic Preservation Committee
- Parks and Recreation Board

Sponsors: Tanya Smith

Attachments: None

9. Items of Community Interest and Council Calendar.

Items of Community Interest and Council Calendar: The Council may discuss upcoming events and 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.

10. 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)

11. 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.

12. 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 January 3, 2025 at 5:00 p.m.



Deputy 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."

January 9, 2025
Item No. 6.1.
December 12th and 17th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:

- December 12, 2024 Council Meeting
- December 17, 2024 Special Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM121224 DRAFT Minutes
2. SPM121724 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
DECEMBER 12, 2024

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith
William Wright
David White
Melissa McIlhaney
Bob Yancy
Scott Shafer

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 3:00 p.m. on December 12, 2024, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Presentation of employee service awards.

The following employees were recognized for service:

5 Years of Service

William Anderson, Juan Arreola, Clayton Baker, Tessa Baker, Jason Bone, Joseph Boyd, Joseph Brandesky, Selvedina Cajic, Spencer Chance, Brittany Colquitt, Waylon Cook, Richard Crabtree, Latracy Davis, Cody Donaldson, Tyler Dornak, Crystal Flores, John Fredrickson, Imelda Galvan, William Gavit, Aaron George, Juan Gonzalez-Ventura, Jake Gornitz, Dakota Harlan, Samantha Holland, Christopher Janovsky, Logan Johnson, Kiara Johnson, Hugh Leland, Brandie Longoria, Michael Martin, Jacob McConathy, Baylie Miller, Michael Oliney, Magdaleno Patlan, Iroshi Price, Christopher Redding, Joseph Ridgway, Samuel Rivera, David Rodriguez, Natalie Rodriguez, Daniel Rodriguez, Salome Rodriguez, Russell Joseph, James Shriver, Jarrett Snider, Faith Sustaita, Charles Todd, Michael Walkoviak, and Cody Wallin

10 Years of Service

Kord Bratsen, Catherine Campbell, Kyle Cunningham, Anita Dorsey, Markesha Ealoms, Curtis Green, James Habeeb, Curtis Hays, Zachary Hendrix, Anna Hines, Marcus Jones, Mark Luna, Stuart Lyda, Daviel Martinez, Tony Mesa, Peter Moonjian, Myles Morrow, Ronald Nesmith, Meredith Paul, Johnnie Payton, Cynthia Robbins, Robert Rubach, Jonathan Shugart, Gregory Stockton, Steven Sunderman, Clifton Thompson, Leslie Tipton-Whitten, Shane Urban, Betty Vermeire, Markeesha Watson, and Shannon Weatherford

15 Years of Service

Brian Binford, Eric Chapman, Andrew Cox, Ashley Dorsett, Richard Doss, Reuben Gibson, Kevin Harris, Margaret Johnson, Andree Mable, Ian Mader, Phillip Markert, Stuart Marrs, William Mccullough, Patrick McIntyre, Benjamin Miller, Travis Pritchett, Brandon Ray, Travis Towers, and James Vinal

20 Years of Service

Michael Armstrong, Brett Blankner, Edward Bookman, Gerald Borths, Jared Cleere, Alan Gibbs, Cheryl Hammontree, Cheletia Johnson, Michael Kennedy, Garrett Martinek, Grant McKay, John Moore, Lorenza Nutall, Gerardo Ovalle, Brent Sanders, Justin Tamplin, Eaphrame Thomas, Jaime Urbina, Samuel Weido, Sherry Whitis, Jongelyn Williams, and Natasha Williams

25 Years of Service

30 Years of Service

Admire Scott, Chet Barker, Matthew Brunson, Deborah Eller, Scott Giffen, Jason Giles, Gina Jamison, Leon Moore, Michael Mullen, Michael Perkins, and Lance Williams

35 Years of Service

Peter Caler, John Dohnalik, and Peter Garcia

Mayor Nichols recessed Council Meeting at 3:25 p.m. for a reception recognizing the employees for their service.

The Council Meeting reconvened at 3:42 p.m.

3. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, §551.087- Economic Incentive Negotiations, and §551.089- Security Devices or Security Audits and the College Station City Council convened into Executive Session at 3:43 p.m. on December 12, 2024, to continue discussing matters pertaining to:

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

- 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
- The City of College Station v. The Public Utility Commission of Texas, Cause No. D-1-GN-24-005680 in the 200th District Court, Travis County, Texas; and

- Cynthia Hopkins & Geoffry Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.
- Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County.
- Legal advice related to College Station's water permits issued or pending from the Brazos Valley Groundwater Conservation District and any production or transport permits pending or issued from the Brazos Valley Groundwater Conservation District.
- Legal advice regarding an ILA with Texas A&M regarding fire service.

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

- Approximately 28 acres of land generally located at Midtown Drive and Corporate Pkwy in the Midtown Business Park.
- Approximately 1.5 acres of land located 301 Patricia Street and review of the sealed bids submitted under bid number 24-073.
- Approximately 8 acres of land located at 1508 Harvey Road.
- Approximately 300 acres generally located at Corporate Parkway and Midtown Drive in the Midtown Business Park.

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

- Planning and Zoning Commission
- City Manager
- Mayor Pro Tempore
- Council Self-Evaluation

3.4. Deliberation on an offer of financial or other incentives for a business prospect that the Council seeks to have locate, stay or expand in or near the City; to wit:

- Economic development agreement for a development generally located at the intersection of University Drive East and Tarrow Street.
- Economic development agreement for a development generally located at the intersection of University Drive and College Avenue.
- Economic development agreement with Fujifilm Diosynth Biotechnologies Texas, LLC, f/k/a Kalon Biotherapeutics LLC.

3.5. Deliberation on deployment, or specific occasions for implementation, of security personnel or devices or a security audit; to wit:

- Computer network vulnerability and security assessment.

4. 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 6:51 p.m. No action was taken.

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

6. Hear Visitors Comments.

Karen Hall, Bryan, came before Council regarding medians going in on Wellborn Road and installed by TxDot. She believes the city should fight this and does not believe that TxDot takes into consideration the traffic, safety, and prosperity of local businesses.

Nicole Gallucci, College Station, came before Council on behalf of Ester Miranda to address Council and provide information about the ongoing difficulties at Southgate Village Apartments. These include the regular shut-off of utilities, malfunctioning equipment, repairs and renovations that are slow to become a reality. She is requesting Council's assistance in finding a solution.

Neo Jang, College Station, came before Council regarding his personal goals in 2025 as a member of the BGP, which include connecting more places with greenways, trails and paths for safe and fun ways for children to move around the city.

Charles Coats, College Station, came before Council regarding the Southeast Village Apartments, the housing shortages in our area, and how many families and tenants do not have other options for affordable housing.

Scott Lovett, Manhattan, Kansas, came before Council regarding Texas Local Government Code 42.101-105 and how Council is not carrying out their duties by denying ETJ releases. Mr. Lovett would have the council consider how denying these petitions might bring financial and legal penalties.

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 7.5, 7.7, 7.8, 7.11, 7.14 and 7.17 was pulled from Consent for clarification.

(7.5) Timothy Crabb, Electric Director, explained the bid process and how Electric staff reviewed the three sealed bid proposals for price, professional experience, and references, and RESA Service, LLC is the selected bidder. The award of a contract with RESA Services for Switch Substation transformer refurbishment in the amount of \$230,695. Once refurbished to like-new condition, this transformer will be placed at the new Northwest Substation.

(7.7) Jennier Cain, Capital Projects Director, explained that under this contract, the design team would assist with the design requirements to locate the closest fiber optic connection point for each of the six traffic signal locations, design the most efficient pathway from that point to the traffic signals, and design final connection/cable splicing details to provide drawings and specifications for bidding this work. This phase of work will bring all traffic lights in the city under fiber optic control.

(7.8) Kelsey Heiden, Parks and Recreation Director, explained that is staff's recommendation to replace the existing turf with the same Shaw Sports Turf product. Staff is satisfied with the overall performance, durability and low maintenance requirements of Shaw Turf and believe continuing to use this brand is the best option for the city. She went on to state that the new turf uses a cooling technology (underlayment) and the old turf is partially recycled for use at other city facilities.

(7.11) Debbie Eller, Community Services Director, explained this project involves the construction of sidewalks on Foster Avenue to include segments from Walton Drive to Francis Drive and from Gilchrist Avenue to George Bush Drive East. The Bicycle, Pedestrian, and Greenways Master Plan identified these proposed sidewalk improvements as a higher priority. Four bids were received in response to Request for Proposal #25-006. The lowest bid was withdrawn by the contractor. Larry Young Paving, Inc. was the next lowest responsible bidder. Construction is expected to take approximately 90-120 days.

(7.14) Billy Couch, Police Chief, explained the grant will allow the police department to support two full-time officers to handle mental health crisis calls for service as well as proactively contact these consumers to ensure they stay out of crisis. This is an effort to reduce strain on patrol, better handle mental health consumers, and refocus some of the police department's efforts on education and threat assessment. The grant covers the full cost of two officers and 1 vehicle for FY 25 with the option to apply for the grant again for FY 26.

(7.17) Adam Falco, City Attorney, explained Texas Senate Bill 2038 (SB 2038), which is a new statute that conflicts with current statutory law, allows property owners in the extraterritorial jurisdiction (ETJ) to leave the City's ETJ through a petition or election. The ETJ is a set area outside the city limits (College Station's ETJ is 5 miles from the city limits) in which the city can exercise certain legal powers, such as regulating subdivisions. SB 2038 has since been codified under Chapter 42 Subchapter D of the Texas Local Government Code. Mr. Falco stated that council is following the law with their denial.

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

- **November 22, 2024 Special Meeting (Orientation)**
- **November 25, 2024 Council Meeting**
- **November 25, 2024 Executive Session**

7.2. Presentation, discussion, and possible action regarding adoption of the 2025 Annual Council Calendar.

7.3. Presentation, discussion, and possible action on rejecting bids and canceling Invitation to Bid (ITB) 25-015 for underground electric cable installation projects.

7.4. Presentation, discussion, and possible action on approval of the purchase of Current Transformers (CTs) and Potential Transformers (PTs) for the proposed Northwest Substation, from Texas Electric Cooperative, totaling \$135,000.

7.5. Presentation, discussion, and possible action on a bid award and agreement for substation transformer refurbishment services to RESA Services, LLC for \$230,695.

7.6. Presentation, discussion, and possible action on a contract award to Techline Inc. for \$232,894 for the City's purchase of concrete pull boxes for Electric Warehouse Inventory.

7.7. Presentation, discussion, and possible action on approval of a design contract with Iteris, Inc., in the amount of \$316,657.42 for the design work required to extend fiber optic cabling and controls to the final six traffic signal locations within the City.

7.8. Presentation, discussion, and possible action on approval of a construction contract with Paragon Sports Constructors, LLC. in the amount of \$1,209,748 for synthetic turf removal and installation, plus the City's contingency in the amount of \$120,974.80 for a total appropriation of \$1,330,711.80. 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 the approval of four Master Agreements for Real Estate Appraisal Services: Lowery Property Advisors, LLC; S.T. Lovett & Associates; Allen, Williford & Seale, Inc.; Integra Realty Resources – Fort Worth. Approval of these agreements will authorize the City Manager or his designee to approve Service Orders for each project within the terms of each Master Agreement.

7.10. Presentation, discussion, and possible action on the purchase of three 2000 kVA Pad Mount Transformers for \$245,082 from KBS Electrical Distributors Inc. for the Water Wells 10,11,12 and Collection Project.

7.11. Presentation, discussion, and possible action on a construction contract with Larry Young Paving, Inc. in the amount of \$292,307.40 in Community Development Block Grant funds for construction services for the sidewalk improvement on Foster Avenue between Walton Drive and Francis Drive and between Gilchrist Avenue and George Bush Drive East. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

7.12. Presentation, discussion, and possible action on approval of Change Order No. 3 for the Electric Directional Bore Projects contract with Sterling Global Industries, LLC for an increase of \$62,860.50 for a revised contract total of \$683,958.94.

7.13. Presentation, discussion, and possible action regarding Resolution No. 12-12-24-7.13 authorizing a grant application in an amount not to exceed \$17,000 with the Brazos Valley Council of Governments for the Regional Solid Waste grant program.

7.14. Presentation, discussion, and possible action regarding Resolution No. 12-12-24-7.14 authorizing the chief of police to execute the grant application and any documents necessary to receive grant funding from the Office of the Governor through the Texas State Crisis Intervention Program.

7.15. Presentation, discussion, and possible action on approval of an annual contract between the City of College Station and R.R. Cassidy, Inc. for annual Electric Substation Testing and Maintenance, not to exceed \$133,000.

7.16. Presentation, discussion, and possible action on the interlocal agreement between Bryan, Brazos County, and College Station for expenditures related to the FY 24 JAG Grant.

7.17. Presentation, discussion, and possible action regarding Resolution No. 12-12-24-7.17 denying an extraterritorial jurisdiction (ETJ) release petition for approximately 8.38 acres of land generally located at 10010 & 10022 State Highway 30.

7.18. Presentation, discussion, and possible action on the Texas Settlement Subdivision Participation and Release Form for the Kroger opioid settlement agreement.

7.19. Presentation, discussion, and possible action on a condemnation settlement agreement with 47 Oaks, LLC for \$140,000.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to approve the Consent agenda. less item 7.17. The motion carried unanimously.

(7.17) MOTION: Upon a motion made by Councilmember White and a second by Councilmember Smith, the City Council voted six (6) for and one (1) opposed, with Councilmember Yancy voting against, to approve Consent Item 7.17, Resolution No. 12-12-24-7.17 denying an extraterritorial jurisdiction (ETJ) release petition for approximately 8.38 acres of land generally located at 10010 & 10022 State Highway 30. The motion carried.

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action on the election of Mayor Pro Tempore.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to appoint Mark Smith as Mayor Pro Tempore. The motion carried unanimously.

8.2. Presentation, discussion, and possible action regarding the development and sale of City-owned Northgate property and planning efforts for the redevelopment of the Northgate District.

Anthony Armstrong, Planning and Development Director, gave a summary on Northgate's progress, which the council had asked for in a future agenda item concerning a small area plan for the neighborhood. Discussion covered city owned property, Northgate Gateway, Century Square, Hensel Park and Oak Terrace Redevelopment.

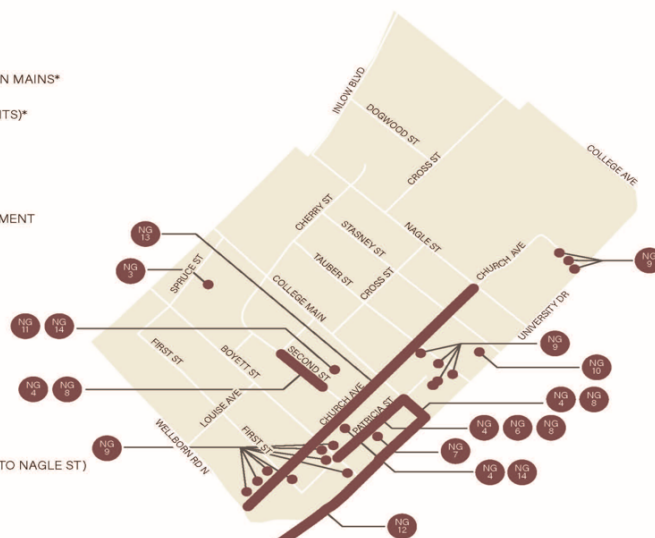
What is a Small Area Plan?

- Phase 1 – Pre-Planning
 - Identify boundaries, analyze existing condition needs, outreach
- Phase 2 – Existing Conditions and Planning Vision
 - Demographics, housing stock, zoning & land use, code enforcement, economic indicators, etc.
 - Start community feedback to determine specific goals of the plan
- Phase 3 – Plan Development
 - Refine findings of the engagement and generate draft plan
 - Go back to community stakeholders for feedback
- Phase 4 – Adoption & Implementation

COMPLETED CAPITAL PROJECTS

Northgate District Plan

- NG 1 UPGRADE EXISTING SUBSTANDARD WATER MAINS TO 8-INCH OR 10-INCH WATER TRANSMISSION MAINS*
- NG 2 REPAIR/UPGRADE WATER MAIN NAGLE STREET REDEVELOPMENT (UNIVERSITY DR TO CITY LIMITS)*
- NG 3 DEVELOP LINEAR PARK AS CITY/UNIVERSITY JOINT VENTURE
- NG 4 DEVELOP STRATEGIC PARCELS
- NG 5 DEVELOP A PROMENADE AND A PLAZA GENERALLY ALONG THE EXISTING PATRICIA AVE ALIGNMENT
- NG 6 CONSTRUCT A 'LIVE FROM NORTHGATE' PAVILION IN PLACE OF COMMUNITY DUMPSTERS
- NG 7 DEVELOP AN URBAN SQUARE OR PLAZA
- NG 8 PROVIDE GUIDE SIGNS TO DIRECT COMMERCIAL TRAFFIC TO AREA PARKING FACILITIES
- NG 9 RETAIN, REHABILITATE, OR SELL CITY-OWNED RETAIL BUILDING
- NG 10 DEVELOP THE PARKING GARAGE
- NG 11 WIDEN UNIVERSITY DR/FM 60 SIDEWALK (COLLEGE MAIN TO WELLBORN RD/FM 2154)
- NG 12 INSTALL STAMPED CONCRETE SIDEWALK CHURCH AVENUE REDEVELOPMENT (WELLBORN RD TO NAGLE ST)
- NG 13 PROVIDE OFF-STREET PARKING IN THE CORE AREA



New Small Area Plan?

- What boundary area?
- Timeline: 4-6 months
- Public engagement process
 - Stakeholder meetings (A&M, TxDOT, NG, COB)
 - Public workshops/discussions
- Planning effort would focus on:
 - Connectivity to surrounding efforts
 - Regulatory changes? – (Parking? Pedestrian Requirements? Streets?)
 - Land Use/Zoning Changes?
 - Community stakeholder ideas

Michael Ostrowski, Chief Development Officer provided an overview of the Northgate Parking Lot Sale and Development owned by the City.

Northgate Parking Lot Sale and Development

Background

- Approached by a developer about wanting to buy the property
- Worked with them on the concept and parameters of a potential sale
- Process for the sale of municipally owned property

Additional Components

- A minimum of one hundred (100) parking spaces to be used on an exclusive basis by the City.
 - The City will consider a shared use and revenue agreement for the use of these parking spaces.
- Ride share pick-up and drop-off opportunities to serve the surrounding area.
- Space for a law enforcement substation that is approximately 3,500 – 5,000 square feet.
- Public restroom facilities.
- Refuse container storage.
- Redevelopment and ongoing operation and maintenance of the remaining Property into a public greenspace, plaza, or courtyard area.

Options for the Sale of Municipally Owned Property

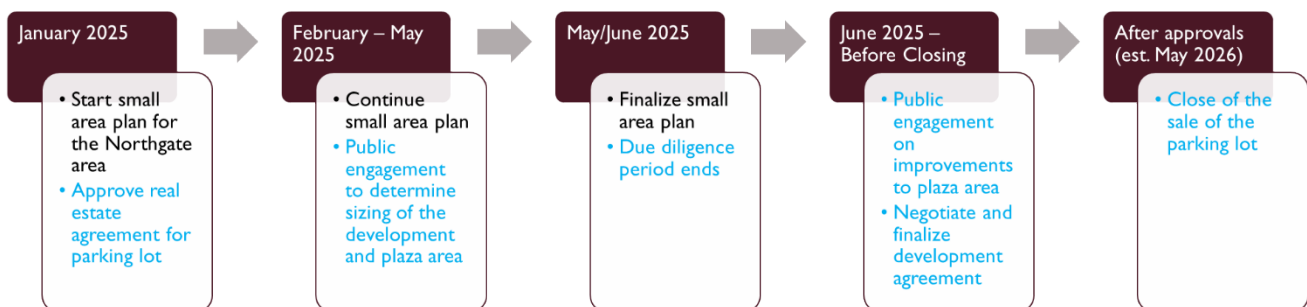
1. Public auction – highest bidder
2. Broker – highest cash offer
3. Sealed bids – best value
 - Selected process
 - Selection could be based on multiple factors, such as additional components, and not just price.
 - Fair market value

Process: The city released request for bids on July 19, 2024 and bids were due on August 22, 2024.

- 3 bids submitted
 - All met additional components
 - Offers ranged from \$3.674 million to \$13 million for 1.00 - 1.57 acres
- Review Criteria
 - Qualifications, experience, and key personnel
 - Overall Value and impact of proposed redevelopment project to the City, including incorporation of additional components into the project.
 - Overall financial benefit to the City, such as the purchase price, value of redevelopment, ongoing City-related costs and incentives requested by the bidder.
 - References
- Selection of top ranked bid
 - Capstone Communities
 - Included additional components
 - \$13 million purchase price for entire property
 - 50/50 revenue share for parking lot
- Negotiation of real estate contract – current phase.
- Approval of real estate contract – anticipated January 2025.
 - Approval of real estate contract does not guarantee the sale of property.
- Due diligence period – 120 days after approval of the real estate agreement.
- Development agreement - approved prior to closing.
- Closing on property - after governmental approvals to start construction.

Recommendation

- Start the small area planning process for the Northgate area.
- Simultaneously continue to move forward with the process for the for the sale of the parking lot, with the understanding that there are various opportunities for public input during that process.



At approximately 9:00 p.m., Mayor Nichols opened for Citizen Comments.

Storm Mills, College Station, came before Council talk about small businesses and what they bring to College Station with their hard work. She stated that small businesses are the people who build this community and ask Council to hold off on redevelopment the Northgate District.

Dion McInnis, College Station, came before Council to express his concerns about his home being changed with the redevelopment of Northgate. Aggieland is a home you come back to and if you make changes, it's not home anymore.

Mason Taylor, College Station, stated that he is a student here at Texas A&M and Northgate is a place you can call home. Mr. Taylor believes that you can't replace Northgate and when you start making these changes it will create more issues, like parking.

Ben Crockett, College Station, came before Council on behalf of the Student Government to state that they are looking forward to discussions around the future of Northgate would bring items to Council while going through this small area plan process.

Dee Benning, College Station, came before Council to state she is concerned about changes to her community, but is looking forward to having a seat at the table sharing her options.

Cortney Phillips, Director of Operations at the Dixie Chicken, came before Council to thank them for the small area plan process but would like to know what would happen if you dismissed this RFP and started over. Ms. Phillips stated she understands the redevelopment but wants to make sure they are protected and that the historic side of Northgate is protected.

There being no further comments, Citizen Comments were closed at 9:14 p.m.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2024-4566 amending the Comprehensive Plan - Future Land Use & Character Map from Mixed Residential and Natural & Open Areas to Urban Residential for approximately 11 acres at 3182 Holleman Drive South.

Regular Items 9.1 and 9.2 were presented together.

9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2024-4567 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 boundary from PDD to PDD for approximately 11 acres at 3182 Holleman Drive South, generally located northwest of the intersection of Holleman Drive South and Deacon Drive West.

Gabriel Schrum, Planning and Development, stated that the applicant is requesting an amendment to the Comprehensive Plan Future Land Use and Character Map from Mixed Residential and Natural and Open Areas to Urban Residential for approximately eleven acres located northwest of the intersection of Holleman Drive South and Deacon Drive West. The Comprehensive Plan Future Land Use designates the subject properties immediately adjacent to the north as Mixed Residential, to the east across Holleman Dr S as Mixed Residential, to the south Suburban Residential and Natural &

Open Areas, and to the west as Suburban Residential. This Comprehensive Plan Amendment is in preparation for a rezoning of the property to allow for a mix of multi-family and single-family products in this area. It is the applicant’s intent to develop an adult 55+ year old community consisting of single-story duplex cottages and a multi-story apartment building on the subject property.

Mr. Schrum also explained that this request is to rezone the subject property from PDD Planned Development District with a base zoning of T Townhouse to PDD Planned Development District with a base zoning of MF Multi-Family. The proposed Concept Plan shows the general building and parking layout of the site as well as a sidewalk connection out onto Deacon Dr W. The proposed concept plan will reduce the buffer at the northern and western property lines with the applicant's intent to develop smaller single-family-sized cottages that are adjacent to existing single-family homes and a multistory building in the middle. They will additionally provide increased landscaping, increased caliper size of plantings, wider sidewalks along the entry drive, increased architectural standards on the development, restrict building height, and provide increased fencing along Holleman Dr. S.

General Standards:	Modification Requested:	Proposed Community Benefits:
Buffer Requirement MF to SF: 10' buffer with a fence	Reduce Buffer to 5' with 2" caliper trees for every other cottage and a fence	Limiting Max Height on the Multi-Story Building to 65'
2:1 Low-Density Residential Height Protection (being a base zoning of MF)	Removal of the 2:1 Height Protection requirement for the Single Story Cottages	Providing an additional 25% landscaping points beyond what is required
Min Front SB: 15' Min Side Setback: 7.5' Min Side Street Setback: 15' Min Rear Setback: 20'	Min Front SB: 10' Min Side Setback: 10' Min Side Street Setback: 10' Min Rear Setback: 10' (Front Setback facing towards Deacon Dr W)	Increase the minimum tree caliper size on site to 2" and will provide 3" trees along the entry drive to Deacon Dr W.
Parking Requirement: 1.5 spaces per one BR units 2 spaces per two BR units	Reduced Parking Requirement: 1.1 Parking Spaces Per Bedroom	Increased sidewalk width along the entry drive out to Deacon Dr W to 8'. Providing architectural standards on the proposed development and upgraded fencing along Holleman Dr S.

These items were heard at the November 21, 2024 Planning and Zoning Commission meeting where the Commission voted 5-0 to recommend approval.

At approximately 9:46 p.m., Mayor Nichols opened the Public Hearing.

Richard Woodward, College Station, came before Council regarding the trajectory from Holleman to George Bush Dr. W, which 2.2 Miles and a traffic opportunity for transportation such as pedestrians, bicycles, and e-bikes. He believes that developing this corridor with these things in mind is a great opportunity to better serve the community and students.

There being no further comments, the Public Hearing was closed at 9:52 p.m.

(9.1) MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2024-4566, vacating and abandoning a 0.077-acre portion of a 20-foot-wide public utility easement located along Lots 2-5, Block 25 of the Southern Pointe Subdivision, Section 200, Brazos County, Texas, according to the instrument recorded in Volume 14600, Page 73 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

(9.2) MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2024-4567, vacating and abandoning a 0.005-acre portion of a 20-foot-wide public utility easement located over, across, and upon Lot 1, Block 25 of the Southern Pointe Subdivision, Section 200, Brazos County, Texas, according to the Easement recorded in Volume 14600, Page 73 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

9.3. Presentation, discussion, and possible action on a Design Contract with Pendulum Studio, for \$1,611,916 for design services for the Veterans Park Baseball Fields Project.

Jennifer Cain, Capital Projects Director, stated this the project and contract involves the design of three (3) new baseball fields located at Veterans Park, 3101 Harvey Road. All three fields will be 365' to center field, with the capability of playing different age groups on them. In addition, one of the three fields will be designed as a championship field. The championship field will have increased seating, locker rooms and more, that will set itself apart from the other two fields. Pendulum was selected through Request for Qualifications No. 24-067. A total of twelve (12) Submission of Qualifications (SOQ) were received on July 30, 2024. Of the twelve responses, three (3) were invited for interviews. After evaluations and interviews, Pendulum Studio was selected as the most qualified for this project. The Budget in the amount of \$12,000,000 is included for this project in the Parks Capital Improvement Projects Fund. A total of \$357 has been expended or committed to date, leaving \$11,999,643 for this contract and related costs. The final project budget will be established during the design process.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, to approve a Design Contract with Pendulum Studio, for \$1,611,916 for design services for the Veterans Park Baseball Fields Project. The motion carried unanimously.

9.4. Presentation, discussion, and possible action regarding the appointment of Councilmembers to boards and commissions.

External Boards and Committees

- Arts Council: Scott Shafer (2-yr unexpired term)
- Bio-Corridor: Scott Shafer (1-yr unexpired term)
- Brazos County Health Board: Bob Yancy (2-yr term) and David White (1-yr unexpired term)
- BV Emergency Operations Policy Board: John Nichols and Mark Smith (Alternate)
- Regional Mobility Authority Board: Veronica Morgan (4-yr term)
- Sisters Cities: Dennis Maloney (complete term 1/2026)
- Spring Creek Local Gov't: John Nichols, Bob Yancy, and Mark Smith (2-yr terms)

Internal Committees

- Architectural Advisory Committee: John Nichols, Melissa McIlhaney and Scott Shafer (2-yr terms)
- Audit Committee: John Nichols, Melissa McIlhaney (2-yr terms) and Mark Smith (1-yr expired term)
- Budget and Finance Committee: John Nichols, Bob Yancy and David White
- CS History Sub-Committee: William Wright (sunsetting after project)
- Compensation and Benefits Committee: John Nichols, David White and Mark Smith
- Economic Development Committee: John Nichols, Bob Yancy and William Wright
- Transportation and Mobility Committee: Melissa McIlhaney

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to approve the appointment of Councilmembers to boards and commissions as stated. The motion carried unanimously.

10. Items of Community Interest and Council Calendar: The Council may discuss upcoming events and 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.

Mayor Nichols, Councilmembers McIlhaney and Wright recognized Harlei Struck, Barbara Moore, Ross Brady, and all City Staff involved with the City Christmas Parade.

11. 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)

Bryan Woods, City Manager, reported on the upcoming Howdy Holly Days in Northgate.

Mayor Nichols reported on upcoming Mayor Ring Off on December 14, 2024.

12. 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.

In accordance with the Texas Government Code the Council reconvened into Executive Session at 10:11 p.m. on December 12, 2024, to continue discussing matters pertaining to:

§551.072-Deliberation on the purchase, exchange, lease, or value of real property; to wit:

- Approximately 1.5 acres of land located 301 Patricia Street and review of the sealed bids submitted under bid number 24-073.

§551.074-Personnel, deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- City Manager

Executive Session recessed at 11:40 p.m.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 11:40 p.m. on Thursday, December 12, 2024.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
DECEMBER 17, 2024

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John P. Nichols, Mayor

Council:

Mark Smith
William Wright
David White
Melissa McIlhaney
Bob Yancy
Scott Shafer

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 Manager

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 5:30 p.m. on December 17, 2024, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. SPECIAL ITEMS

2.1. Presentation, discussion, and possible action regarding Resolution No. 12-17-24-2.1 casting a vote for a member of the Board of Directors for the Brazos Central Appraisal District Board of Directors.

Tanya Smith, City Secretary, stated that this item was to approve a resolution casting their vote for Susan M. Pesl for a member of the Board of Directors for the Brazos Central Appraisal District Board. The City of College Station will allocation all 715 votes to the City of College Station candidate, Susan M. Pesl.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to approve Resolution No. 12-17-24-2.1 casting a vote of 715 for Susan M. Pesl as a member of the Board of Directors for the Brazos Central Appraisal District Board. The motion carried unanimously.

3. Adjournment.

There being no further business, Mayor John P. Nichols adjourned the Special Meeting of the City Council at 5:31 p.m. on Tuesday, December 17, 2024.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

January 9, 2025
Item No. 6.2.
Gasoline and Diesel Fuel Contract

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an annual contract for gasoline and diesel fuel with Fikes Wholesale, Inc. for one (1) year, not to exceed \$2,500,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the contract and authorize estimated annual expenditures totaling \$2,500,000.00 to Fikes Wholesale, Incorporated. The contract has firm fixed prices for profit and delivery, allowing the City to pay cost (which fluctuates) plus markup. The terms and conditions of the agreement #RFP-24-4608 come from the joint bid conducted with Texas A&M University. The annual estimated expenditures are based on historical annual fuel usage and expenses.

Summary: Texas A&M University formally solicited bids for gasoline and diesel fuel for itself and on behalf of several local agencies including City of College Station, City of Bryan, Brazos County, Bryan ISD and College Station ISD. Seven (7) sealed bids were deemed responsive and opened on August 9, 2024. Fikes Wholesale, Incorporated's bid offered the best value meeting specifications.

This agreement will allow the City to renew the agreement for a term of one (1) year, December 20, 2024 through December 19, 2025. This is the first of four (4) renewal terms available. Fuel is placed in inventory and is available at two (2) locations: Public Works Fleet Operations and Public Utilities Warehouse.

Budget & Financial Summary: Funds are available and budgeted in each fund. Expenses are charged to the appropriate fund/department as fuel is used.

Attachments:

1. Contract 25300167



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300167 PROJECT#: N/A BID/RFP/RFQ#: TAMU

Project Name / Contract Description: Annual term contract for city wide gasoline and diesel fuel.

Name of Contractor: Fikes Wholesale, Incorporated

CONTRACT TOTAL VALUE: \$ 2,500,000.00 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)

Funds are charged to the appropriate departments as fuel is used.

Seven (7) bids were received from the TAMU project RFP-24-4608 and the vendor providing the best value was selected.

CRC Approval Date*: N/A (If required)* Council Approval Date*: 1/9/2025 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

Mary Ellen Leonard
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

12/2/2024
DATE

[Signature]
ASST CITY MGR – CFO

12/2/2024
DATE

John A. Haislet
LEGAL DEPARTMENT

12/3/2024
DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A
MAYOR (if applicable)

DATE

N/A
CITY SECRETARY (if applicable)

DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

CITY OF COLLEGE STATION ANNUAL FUEL CONTRACT

This Contract is entered into by and between the **City of College Station**, a Texas Home-Rule municipal corporation (the “City”) and Fikes Wholesale, LLC., a Texas corporation, (the “Contractor”) to supply the City with **its requirements for bulk fuel (gasoline and diesel)** as provided herein.

I. Definitions

1.01 “City” shall mean and be understood as referring to the City of College Station, Texas, a Texas Home-Rule municipal corporation.

1.02 “Contract Documents” shall mean the following documents, which shall have priority in the order listed here:

- (a) this signed Contract.
- (b) any approved Addendum or Amendments to this Contract.
- (c) the Specifications for Annual Fuel Contract.
- (d) instructions to Bidders and any other notices to Bidders or Contractor.
- (e) the Contractor’s bid or proposal.

1.03 “Contractor” shall mean and be understood as the person, persons, partnership, or corporation who has agreed to supply the City with fuel pursuant to the terms of this Contract and the other Contract Documents.

1.04 “OPIS” shall refer to "Oil Price Information Service", an industry standard daily publication by UGG with fuel price costs per gallon to Suppliers (i.e. Bidders) FOB terminal, excluding taxes, discounts, and "Superfund" line items. A common bidding basis criteria from which Suppliers can determine their "mark-up" or profit to establish customer's (i.e. cities & others') price per gallon for fuel.

1.05 “Parties” shall mean the parties to this Contract, the City and the Contractor.

1.06 “Selling Price” (to be bid per gallon) shall mean the total price per gallon which includes the OPIS daily price, profit ("mark-up"), freight, tax and any other related cost.

II. Scope & General Terms

2.01 Contractor agrees to sell and City agrees to purchase from Contractor all the requirements of City of bulk fuel (gasoline and diesel) that the City requires to be delivered to the locations identified in the Specifications, attached hereto as Exhibit “A” and incorporated herein for all purposes, in accordance with the terms, conditions and specifications stated therein and herein below during the life of this Contract.

2.02 The City hereby grants the Contractor the exclusive right, pursuant to the terms of this Contract, to supply the City with such bulk fuel requirements for the term of this Contract.

2.03 The quantities specified in this Contract or any other Contract Document are estimates only, based upon the past year's usage. **The City does not guarantee to purchase any given quantity nor shall it be obligated to purchase any excess stock carried by the Contractor in the event of contract termination.**

2.04 Term. The term of this Contract shall be for one (1) calendar year from the date hereof. Upon the written mutual consent of both parties, this Contract may be renewed on an annual basis thereafter for up to four (4) additional calendar years (5 years total).

2.05 Termination. The City reserves the right to terminate this Contract at any time, either for the City's convenience or for cause, including but not limited to the following:

- (a) Contractor's failure to delivery within the time specified in this Contract.
- (b) Contractor's misrepresentation of any product or its specifications.
- (c) Contractor's failure to supply the information required by this Contract with its invoices.
- (d) Contractor's failure to report and/or clean up any spillage.
- (e) any other failure to provide satisfactory service or products.
- (f) failure to comply with any of the terms, express or implied, of this Contract.

2.06 In all activities or services performed hereunder, the Contractor is an independent contractor and not an agent or employee of the City. The Contractor, as an independent contractor, shall be responsible for the services provided under this Contract. Except for facilities provided by the City at each delivery location, the Contractor shall supply all materials, equipment, and labor necessary for the delivery of the fuel under this Contract. The Contractor shall have ultimate control over the execution of the work under this Contract and shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors. The City shall have no control of or supervision over the employees of the Contractor or its subcontractors.

2.07 The City will **not** be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies.

2.08 Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, and other services necessary or reasonably incidental to the delivery of the fuel under this Contract.

2.09 Any injury or damage to the Contractor or his property caused by an act of God, natural cause, a party or entity not privy to this Contract, or other force majeure shall be assumed by and borne by the Contractor.

III. Pricing & Payment

3.01 The Selling Price shall be the daily fuel price per gallon for fuel and shall be determined by adding the contractor's bid amount for profit per gallon to the average per gallon price listed in the "Oil Price Information Service" (OPIS), Pad 3 Net Report for Hearne, Texas, plus taxes, discounts, and "Superfund" line items.

3.02 While fluctuations may occur, the only acceptable changes in the Selling Price would be in the event the State of Texas or Federal Government makes adjustments in the fee levels of the State Petroleum Product Delivery Fee or the Federal Super Fund.

3.03 It is a **requirement** of this Contract that the Selling Price be decreased by the amount of any decrease in the refiner's/contractor's cost during the term of this Contract.

3.04 Time is of the essence of this Contract. The timely delivery of the fuel is critical. Failure to meet the delivery deadlines may result in termination of this Contract, at the City's discretion. In addition, and without prejudice to any other rights the City may have under this Contract or other law, in the event the Contractor fails to make timely delivery, the City reserves the right to procure the fuel from an alternative vendor and bill the Contractor the difference between the Bid Price and the open-market price, or any variation thereof.

3.05 The City shall pay the Contractor within thirty (30) calendar days of receipt of a correct invoice or delivery, whichever is later. The City may, however, on account of subsequently discovered evidence, withhold payment to such extent as may be necessary to protect the City from loss on account of, but not limited to any of the following:

- (a) Contaminated fuel or delivery of fuel otherwise not in conformity with this Contract and the specifications hereunder,
- (b) Claims filed or reasonable evidence indicating probable filing of claims for damage by Contractor to third parties,
- (c) Damage to City facilities or other City property caused by the Contractor,
- (d) Spillage and/or costs to the City for cleaning up any spillage by the Contractor,
- (e) Contractor's failure to make prompt payments to suppliers, subcontractors, or employees.

3.06 It shall be Contractor's sole responsibility to apply for any federal tax refund (if any). The City will provide Contractor with state tax exemption certificates for gasoline and diesel fuel purchased by Contractor for sale to the City pursuant to this Contract. Contractor may not apply for, or claim a refund for state sales taxes for purchases made under this Contract.

IV. Delivery Ticket and Invoice Requirements

4.01 A completed delivery ticket form must accompany each shipment.

4.02 Each delivery ticket shall specifically and clearly state the Selling Price for that particular shipment.

4.03 The City agrees to pay for all fuel delivered and accepted under this contract within 30 calendar days from receipt of product or valid invoice, whichever is the later.

4.04 Deliveries are to be invoiced separately per location, and each invoice shall consist of an original and at least one (1) copy. The successful bidder must supply each participating entity with one (1) copy of the applicable OPIS index for each delivery/invoice of the contract period no later than the fifth of each month.

4.05 Each invoice shall clearly indicate the delivery date, the gross and net gallons of fuel delivered, and the brand or trade name of the fuel supplied along with a copy of the manufacturer's purchase/exchange specifications (if applicable or requested), OPIS daily price, profit ("mark-up"), freight, tax and any other related cost. All prices shall be as set forth in "**Exhibit A**" (**Specifications**) attached hereto, and shall reflect the *delivered* price.

V. Product Specifications

5.01 Fuels shall have a high level of detergent additive as recommended for engines equipped with fuel injection systems. **Alcohol or alcohol blended fuels are not allowed.** All fuels supplied under this Contract shall be as stated in, and in conformity with, this Contract, the Specifications, the Invitation for Bid, and the Contractor's bid.

5.02 Any additive used must be identified by brand or trade name and the manufacturer's specifications must be provided to the City upon request.

5.03 The Contractor may change the supplier of the fuels provided that the fuel supplied by the new supplier meets or exceeds the Specifications.

5.04 Fuels to be supplied under this Contract shall be free from contamination. The City reserves the right to test fuel quality upon delivery, prior to unloading. Should test results show that fuel contains contamination, it will be rejected.

5.05 For purposes of this specification, contamination is defined as any element that enters pure refined gasoline or diesel fuel either naturally or by purposeful action, which is not a product of refined crude oil, with the exception of winter additives, detergents, and identifying dies. Any amount of alcohol is considered contamination and will not be allowed.

5.06 In the event that laboratory test results show that the fuel contains any level of alcohol or other contaminants, the Contractor shall be responsible for the removal of said fuels

from City property within three (3) working days after requested to do so. The Contractor shall also be responsible for all cleanup required on all City property, storage facilities, and equipment as a result of noncompliance with the specifications. Furthermore, the Contractor shall be fully responsible for any and all costs incurred by the City for any equipment damaged as a result of the Contractor's delivery of contaminated fuel(s).

VI. Delivery

6.01 Delivery locations, storage tank capacities, approximate annual usage and delivery quantities shall be as listed in the Specifications.

6.02 All deliveries shall be on a **net gallon basis, temperature corrected to 60 degrees Fahrenheit**. Proper measurement thereof must be verified by the Tank Truck Bill of Lading.

6.03 The City reserves the right to inspect bulkheads and to measure contents of tanks before, at the time of and/or after delivery. Deliveries are to be made during normal working hours of 8:00 a.m. to 4:30 p.m.

6.04 Orders for delivery shall be made by phone. **Deliveries are to be made by the end of the next working day from the date the order is placed.** Contractor's Contact Person and phone number to be used by the City to place orders under this Contract shall be the individual referenced in Section IV of the attached Specifications:

Patrick Howell

254-654-8027

Contact Person

Telephone No.

6.05 If delivery is not accomplished **within 24 hours** from the time the order was placed by the City, the City reserves the right to procure the product on the open market and bill the Contractor the difference between the Selling Price and the open-market price.

6.06 The Contractor shall be responsible for all spillage that may occur during transit and unloading operations. The Contractor shall immediately report any spillage to the City office that ordered the fuel and immediately clean up the spillage at its sole cost and expense. If for any reason, the Contractor should fail to so report and/or clean up any spillage, the City may take whatever corrective action the City deems necessary and may charge the Contractor for the actual costs of any such corrective action.

6.07 Each delivery truck must have a method of controlling vapors while unloading into underground storage tanks.

6.08 The Contractor shall be liable for any damages incurred or repairs made necessary by reason of Contractor's delivery of fuel to the City pursuant to this Contract. Repairs of any kind required by the City will be made and charged to the Contractor by the City. The Contractor shall take all necessary precautions to protect areas, equipment, and facilities that are part of or adjacent to the Contractor's delivery of fuel.

VII. Insurance

7.01 The Contractor agrees to maintain the types and amounts of insurance required in this Contract throughout the term of the Contract. The City's Insurance Requirements are as set forth below;

During the term of this Agreement Contractor's insurance policies shall meet the minimum requirements of this section:

7.02 Types. Contractor shall have the following types of insurance:

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Excess Liability-required for contract amounts exceeding \$1,000,000.
- (d) Workers' Compensation/Employer's Liability.
- (e) Builders' Risk- provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage builders' risk policy shall be written on "all risk" form.

7.03 General Requirements Applicable to all policies. The following General requirements to all policies shall apply:

- (a) Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- (b) Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- (c) "Claims Made" policies are not accepted.
- (d) Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City of College Station.
- (e) Upon request, certified copies of all insurance policies shall be furnished to the City of College Station.
- (f) The City of College Station, its officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officials, employees or volunteers.

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

- (a) General Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.

- (b) Limit of \$1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of \$2,000,000.00 which limits shall be endorsed to be per Project.
- (c) Coverage shall be at least as broad as ISO form GC 00 01.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for 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, Personal & Advertising Liability; and Explosion, Collapse, and Underground coverage.

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

- (a) Business Automobile Liability insurance shall be written by a carrier with a "A:VIII" or better rating in accordance with the current Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
- (c) Coverage shall be at least as broad as Insurance Service's Office Number CA 00 01.
- (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 owned autos, leased or rented autos, non-owned autos, any autos and hired autos.
- (f) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of \$1,000,000.00.

7.06 Excess Liability. The following Excess Liability requirements shall apply:

- (a) Unless otherwise agreed in writing, excess liability coverage following the form of the underlying coverage with a minimum limit of \$5,000,000.00 or the total value of the contract, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding \$1,000,000 in total value.

7.07 Additional Insured. Those policies set forth in paragraphs 7.04, 7.05 and 7.06 shall contain an endorsement naming the City as Additional Insured and further providing the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form at least as broad as ISO form GC 2026. Waiver of subrogation in a form at least as broad as ISO form 2404 shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All coverage for subcontractors shall be subject to

the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit B, and approved by the City before work commences.

7.08 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance requirements shall apply:

- (a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Contractor, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers compensation insurance policy: either directly through their employer's policy (the Contractor's or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, contractors and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.
- (b) Workers' Compensation/Employer's Liability insurance shall include the following terms:
 - i. Employer's Liability minimum limits of \$1,000,000.00 for each accident/each disease/each employee are required.
 - ii. "Texas Waiver of Our Rights 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 in Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV and WY.
- (c) Pursuant to the explicit terms of Title 28, Section 110.110(c) (7) of the Texas Administrative Code, the bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:
 - i. Definitions:
Certification Certificate of coverage ("certificate") – An original certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

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

- ii. *The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.*
- iii. *The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.*
- iv. *If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.*
- v. *The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:*
 - 1. *A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and*
 - 2. *no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current*

certificate of coverage ends during the duration of the project.

- vi. *The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.*
- vii. *The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or change that materially affects the provision of coverage of any person providing services on the project.*
- viii. *The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.*
- ix. *The Contractor shall contractually require each person with whom it contracts to provide services on a project, to*
 - 1. *provide coverage , based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;*
 - 2. *provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;*
 - 3. *provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*
 - 4. *obtain from each other person with whom it contracts, and provide to the Contractor:*
 - A. *a certificate of coverage, prior to the other person beginning work on the project; and*
 - B. *a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;*

- x. *retain all required certificates of coverage on file for the duration of the project and for one year thereafter;*
 - xi. *notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and*
 - xii. *Contractually require each person with whom it contracts to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.*
- (d) *By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project; that the coverage will be based on proper reporting of classification codes and payroll amounts; and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.*
- (e) *The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."*

7.09 Certificates of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- (a) The company is licensed and admitted to do business in the State of Texas.
- (b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- (c) All endorsements and insurance coverages according to requirements and instructions contained herein.
- (d) The form of the notice of cancellation, termination, or change in coverage provisions to the City of College Station.
- (e) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

7.10 For each of these policies, the Contractor's insurance coverage shall be primary insurance with respect to the City, its officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers, shall be considered in excess of the Contractor's insurance and shall not contribute to it. Certificates of insurance and endorsements shall be furnished to and approved by the City's Risk Manager **before** any letter of

authorization to commence planning will issue or any work on the Project commences. No term or provision of the indemnification provided by the Contractor 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 Agreement, attached hereto as **"Exhibit B" (Certificates of Insurance)**, and approved by the City *before* work commences.

7.11 The Contractor shall include all subcontractors as additional insured(s) under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

VIII. Compliance with Law & Safety Measures

8.01 The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, and directions of inspectors appointed by proper authorities having jurisdiction.

8.02 The Contractor shall perform and require all subcontractors to perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

8.03 Safety precautions at all delivery locations are a part of the work performed by Contractor under this Contract for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste.

8.04 The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the work as may be necessary.

8.05 The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

8.06 The Contractor shall be responsible for any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during delivery.

8.07 The Contractor shall also be responsible for the removal of all related debris.

IX. Indemnity

9.01 To the fullest extent permitted by law, the Contractor the Contractor (separately and collectively the “Indemnitor”) and shall indemnify, hold harmless, and defend the City, its officers, agents, 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 done by the Contractor under this Contract. 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. 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.

X. Release

10.01 The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its 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 or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work 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. 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.

XI. Permits & Licenses

11.01 The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the work. During this Contract term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the work.

XII. Miscellaneous Terms

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

12.02 Invalidity. If any provision of this Contract shall be held to be invalid, illegal or unenforceable by a court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

The parties shall use their best efforts to replace the respective provision or provisions of this Contract with legal terms and conditions approximating the original intent of the parties.

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

12.04 Written Notice. 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 after being sent postage prepaid U.S. Mail to the following addresses:

City:

City of College Station

Attn: Troy Pemberton

P.O. Box 9960

College Station, Texas 77842

Contractor:

Fikes Wholesale, LLC.

Attn: Patrick Howell

P.O. Box 1287

Temple, Texas 76503

12.05 Entire Agreement. It is understood that this Contract contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises or inducements contrary to the terms of this Contract exist. This Contract cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent or employee of the City, either before or after the execution of this Contract, shall affect or modify any of the terms or obligations hereunder.

12.06 Amendment. No amendment to this Contract shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

12.07 Choice of Law and Place of Performance. This Contract has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

12.08 Authority to do business. The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this contract.

12.09 Authority to Contract. Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. The persons executing this Contract hereby represent that they have authorization to sign on behalf of their respective corporations.

12.10 Waiver. Failure of any party, at any time, to enforce a provision of this Contract shall in no way constitute a waiver of that provision nor in any way affect the validity of this Contract, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

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

12.12 Multiple Originals. It is understood and agreed that this Contract may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

12.13 Effective Date. This Contract goes into effect when duly approved by all parties hereto.

12.14 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, Contractor 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, Contractor verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Contractor herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

- A. Specifications
- B. Certificates of Insurance

FIKES WHOLESALE, LLC.

CITY OF COLLEGE STATION

By: Nathaniel Doddridge

By: _____
City Manager

Printed Name: Nathaniel Doddridge

Date: _____

Title: SVP, Fuel operations

APPROVED:

Date: 12/2/2024

John A. Haislet
City Attorney
Date: 12/3/2024

Jim Enos
Assistant City Manager/CFO
Date: 12/2/2024

**EXHIBIT “A”
SPECIFICATIONS**

MASTER ORDER
Texas A&M University ("Texas A&M")

Vendor:
Fikes Wholesale 6261 Central Pointe Pkwy Temple, TX 76504 Telephone: 254-791-0009 x 2293 Contact: David Drew Contact E-mail: ddrew@fikesinc.com

Texas A&M Billing Information:
Texas A&M University Financial Management Operations Email: invoices@tamu.edu <i>The following information should be included on <u>ALL</u> invoices:</i> Texas A&M Contract Number: M02-25-16925 Department Code: 02-PURS

This Master Order shall be effective as of October 1, 2024 and pertains to all goods and/or services covered by Texas A&M Contract #M02-25-16925.

1. Vendor shall provide goods and/or services as designated on the detailed specifications page that follows, the terms and conditions as stated in solicitation #TAMU-RFP-ITB-4608, and any addenda thereto. Together these documents collectively evidence and constitute Texas A&M Contract #M02-25-16925.

2. Delivery Information:

Texas A&M University Attn: Cherise Toler CLM - Texas A&M University 1477 TAMU College Station, TX 77842 Telephone: 979-845-5887 Email: ctoler@tamu.edu
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3. **Payment.** Payment shall be made within thirty (30) days after acceptance of goods and/or services and receipt of invoice, whichever is later.
4. **Term.** The term of this Master Order shall be from October 1, 2024 through August 31, 2025.
5. **Renewal.** Texas A&M reserves the right to renew this agreement if mutually agreed upon by both parties, with all terms, conditions and discounts remaining firm. This is renewal number 0 of four (4).
6. **Insurance.** Vendor shall provide the Texas A&M Purchasing Agent listed below certificates of insurance as required in the solicitation prior to performing work for Texas A&M
7. **Changes.** Any changes to this Master Order must be made in writing by the Texas A&M Purchasing Agent as listed below. Texas A&M reserves the right to add or remove items on this Master Order at any time. Texas A&M shall seek a quote from Vendor to obtain pricing, then issue a change order with added or deleted items.
8. **Tax Exempt.** As an agency of the State of Texas, Texas A&M is exempt from all Federal Excise Taxes. Texas A&M is exempt from state and municipal sales taxes under Texas Tax Code, Chapters 151 and 321, *et. seq.*, for all purchases made for the exclusive use of Texas A&M. Texas A&M will provide a tax exemption statement upon request.
9. The laws of the State of Texas shall govern this Master Order.

Cherise Toler
Assistant Director, Procurement Services
Purchasing Agent for Texas A&M University
Telephone: +1 979-845-5887
Email: ctoler@tamu.edu

Fuel
Detailed Specifications

This Master Order shall **NOT** be considered as an order to ship from. Individual orders and/or requests for services as a result of this Master Order shall be requested on an as needed basis and shall refer to this Master Order.

SCOPE:

Master Order to provide unleaded gasoline, diesel, dyed diesel, bio-diesel fuels, and diesel exhaust fluid for various departments on the campus of Texas A&M University and participating entities as per the terms and conditions of Request for Proposal #TAMU-RFP-ITB-4608, Fike's Wholesale proposal and BAFO responses.

Listing of the participating entities, include but are not limited to:

- Brazos County
- Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA)
- Bryan Independent School District
- City of Bryan
- City of College Station
- College Station Independent School District
- Hearne I.S.D.
- Texas A&M University

Fike's Wholesale agrees to extend prices quoted here-in to any other public entity, state agency and/or institutions of higher education as described in Section 51.9335 Education Code.

Fuel shall be provided to the respective entities fleet of vehicles on an "as/if needed" basis with no guaranteed quantities.

Product Specifications

Regular unleaded gasoline, ASTM Designation D439 (Most recent issue) with a minimum octane rating of 87 (R=M/2 Method), and a high level of detergent as recommended for all engines with fuel injection systems.

- Mid-grade unleaded gasoline, ASTM Designation D439 (Most recent issue) with a minimum octane rating of 89 (R=M/2 Method), and a high level of detergent as recommended for all engines with fuel injection systems.
- Premium unleaded gasoline, ASTM Designation D439 (Most recent issue) with a minimum octane rating of 92/93 (R=M/2 Method), and a high level of detergent as recommended for all engines with fuel injection systems.
- No. 2 Diesel Fuel, ASTM Designation D975 (Most recent issue) with a minimum Cetane number of 40. Diesel fuels shall meet ASTM D-1552 for Sulfur Test and ASTM D482.
- No. 2 Dyed Diesel Fuel, ASTM Designation D975 (Most recent issue) with a minimum Cetane number of 40. Diesel fuels shall meet ASTM D-1552 for Sulfur Test and ASTM D482.
- Bio-Diesel, - Blend to meet ASTM D 6751 and ASTM D 975, shall include a mixture of the following AF – Animal Fat, RME – Rapeseed Methyl Esters, SME – Soy Methyl Esters, YGME – yellow Grease Methyl Esters, PALM – Palm Oil, BRWN – Brown Grease, Mult – Multiple Feedstocks, CMBN – combined Average, CE – Camelina or CSME – Cottonseed oil, Range: B1-B20
- Diesel Exhaust Fluid – Urea-based solution designed specifically for use in SCR (Selective Catalytic Reduction) systems to reduce NOx emissions from diesel engines.

Product Quality

- Fuels to be supplied under this contract shall meet the specifications listed above and be free from contamination. The participating entities reserve the right to test fuel quality upon delivery, prior to and after unloading. Should test results show that fuel contains contamination, it will be rejected. The Vendor shall be responsible for pumping out of the fuel tank(s), any water and any other associated cost of removal/cleanup of site(s) when notified.
- For purpose of this specification, contamination is defined as any element which enters pure refined gasoline or diesel fuel either naturally or by purposeful action which is not a product of refined crude oil with the exception of winter additives, detergents, and identifying dies. Any amount of alcohol is considered contamination and will not be allowed.
- The Vendor shall be responsible for the removal of the fuels from the participating entities property within three (3) working days after requested to do so should laboratory test results show fuel contains any level of alcohol or other contaminants. The Vendor shall also be responsible for all clean up required to all participating entities property, storage facilities, and equipment as a result of noncompliance with specifications. Furthermore, the Vendor shall be

fully responsible for any and all costs incurred by the participating entities for any equipment sustaining damage which is attributed to contaminated fuel(s) which the Vendor has delivered.

Spillage and Cleanup

- The Vendor shall be held responsible for all spillage which may occur during transit and unloading. The Vendor shall immediately report any spillage to the participating entities and clean up the spill. Failure to do so shall initiate corrective action and retro charges to the Vendor for any cost incurred to the participating entities for cleanup of spillage. The Vendor is responsible for reporting spillage to the participating entities and all other governmental entities as required by law and/or regulations. Delivery truck must have a method of controlling vapors while unloading into underground tanks.

PAYMENT TERMS:

Net 30 days, upon acceptance of delivery and receipt of approved invoice.

The price per gallon of fuel is determined by applying the mark-up per gallon to the average rack for bio-diesel and unbranded average per gallon price listed in the "Oil Price Information Service" (OPIS) Pad 3 Net Report for Hearne and Houston, TX as in effect on the day of delivery.

Pricing Formula:

OPIS Price per Gallon + Vendor's Mark-up = Unit Price per Gallon

DELIVERY AND STORAGE:

Orders for delivery shall be made by phone, fax or email and a purchase order number referenced. Deliveries are to be made by the end of the next working day from the date the order is placed. Vendor is required to furnish the name of the person to contact, and the telephone number to place delivery orders. The participating entities reserve the right to inspect bulkheads and to measure content of tanks before, at the time of and/or after delivery. All deliveries are to be made during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays, and will be made to the following locations:

CITY OF BRYAN

Municipal Services Center – 1111 Waco Street, Bryan, TX

Tank No. 1 – Unleaded 11,500 gallons-underground Tank No. 2 – Diesel 11,500 gallons-underground

Tank No. 3 – Diesel 11,500 gallons-underground

Fountain Street Fuel Center - Fountain Avenue, Bryan, TX

Tank No. 1 – Unleaded 10,000 gallons-above ground Tank No. 2 – Diesel 10,000 gallons-above ground

CITY OF COLLEGE STATION

Public Services – 2613 Texas Ave., College Station, TX

Tank No. 1 – Unleaded 8,000 gallons-underground

Tank No. 2 – Diesel 8,000 gallons-underground

Utility Services Center – 1601 Graham Rd., College Station, TX

Out of Service

ARNOLD ROAD 1865 Arnold Rd. College Station, TX

Tank No. 1 – DEF 1,000 gallons-underground

Tank No. 2 – Diesel 8,000 gallons-underground

Tank No. 3 – Unleaded 8,000 gallons-underground

Carter Creek Wastewater Treatment Plant – 1 mile off Earl Rudder Freeway, 2200 N. Forest Pkwy, College Station, Tx

Tank No. 1 - Unleaded 500 gallons-above ground

Tank No. 2 – Diesel 500 gallons-above ground

Police, 2613 Texas Avenue South, College Station, TX

Tank No. 1 – Diesel 550 gallons-underground for emergency generators

BVSWMA, Inc.

Twins Oaks Landfill at 2690 State Highway 30, Anderson, TX

Tank No. 1 - Diesel 10,000 gallons-above ground

Tank No. 2 – Diesel 10,000 gallons-above ground

Tank No. 3 – Unleaded 1,000 gallons-above ground

Twin Oaks Compost at 2988 Pleasant Hill Road, Bryan, TX.

Tank No. 1 – Diesel 1,000 gallons-above ground

Tank No. 2 – Diesel 1,000 gallons-above ground

TEXAS A&M UNIVERSITY

Transportation Services-College Station, TX

Tank No. 1 – Diesel 12,000 gallons-underground

Tank No. 2 – Diesel 12,000 gallons-underground

Tank No. 3 – Unleaded 12,000 gallons-underground

Brayton Fire Field-College Station, TX

Tank No. 1 – Unleaded 1,000 gallons-above ground

Tank No. 2 – Diesel (2) 500 gallons-above ground

Tank No. 4 – Diesel 1,000 gallons-above ground

Tank No. 4 – Diesel 2,000 gallons-above ground

Utilities-College Station, TX

Tank No. 1 - Diesel 150,000 gallons- underground

Tank No. 2 - Diesel 1 million gallons – above ground

Tank No. 3 - Diesel 15,000 gallons – underground

Tank No. 4 - Diesel 5000 gallon – above ground

BRAZOS COUNTY

Brazos County Road & Bridge Department, 2617 Highway 21 West, Bryan, TX

Tank No. 1 – Unleaded 15,000 gallons-above ground Tank No. 2 – Diesel 10,000 gallons- above ground

Tank No. 3 – Dyed Diesel 5,000 gallons – above ground

Exposition Complex, 5827 Leonard Rd, Bryan, TX

Tank No. 1 – Dyed Diesel 500 gallons – above ground

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

1812 Welsh College Station, Texas 77840

Tank No. 1 - Unleaded 10,000 gallons-underground

Tank No. 2 - Diesel 10,000 gallons-underground

Transportation Center – 9304 Rock Prairie Rd, College Station, TX

Tank No. 1 – Unleaded 10,000 gallons – above ground

Tank No. 2 – Diesel 20,000 gallons – above ground

BRYAN INDEPENDENT SCHOOL DISTRICT

3851 Leonard Road, Bryan, Texas 77807

Tank No. 1 - Unleaded 10,000 gallons-above ground

Tank No. 2 - Diesel 20,000 gallons-above ground

HEARNE I.S.D.

Hearne Junior High, 1201 W. Brown Street, Hearne, TX 77859

Tank No. 1 – Diesel 5,000 gallons – above ground

Tank No. 2 – Unleaded 500 gallons – above ground

Net Delivery

All fuel deliveries shall be on a net gallon basis temperature corrected to API Gravity at 60° F. Proper measurement must be verified by Tank Truck Bill of Lading or by temperature adjusted tank strapping's showing net volume at delivery.

Failure to Deliver

If delivery is not accomplished within the time frame specified and agreed upon as specified herein, the participating entities reserve the right to procure the product on the open market. It shall also be the participating entities right to bill the Vendor the difference between the contract price and the open market price as liquidated damages of actual cost to the participating entities.

Priority Deliveries

Texas A&M University and participating entities are governmental entities and as such must provide continuous law enforcement and emergency services for its students and citizens. In case of any vehicle fuel shortage, Texas A&M University and participating entities will expect and require that they are treated as a priority customer. The successful vendor agrees to make every effort to provide sufficient deliveries to meet the needs of our law enforcement and emergency services in a timely manner.

INVOICING:

Invoices shall be provided within two days of receipt of delivery. All deliveries shall be accompanied with a BOL.

Mark-up per gallon includes any and all costs involved in the supply and delivery of all fuels with the exception of any applicable state/federal fuel tax and the Petroleum Product Delivery Fee.

Participating entities are exempt from certain Federal Excise Tax, State Sales and Transportation Taxes. Entities upon request will execute tax exemption certificates.

The participating entities are subject to the State of Texas Road Tax @ \$.20/gallon and all entities are subject to the State of Texas Petroleum Delivery Fee. These taxes, state imposed fees and unloading fees are not included in the unit price and will be itemized on the invoice to the ordering entity (if applicable) unloading fees are not acceptable.

The only acceptable change in the fees proposed during the contract term or any extension option would be in the event the State of Texas or Federal Government makes adjustments in the fee levels of the State Petroleum Product Delivery fee or the Federal Super Fund. The vendor may then pass these charges on to the entity if sufficient documentation can be provided for the requested changes from the respective governing body(s). Any change in these specific fees will become effective thirty (30) days after the contractor and the participating entity agree to the change.

TERMINATION

For Convenience

The agreement may be terminated, without penalty, by Texas A&M without cause by giving thirty (30) days written notice of such termination to the seller.

In no event shall such termination by Texas A&M as provided for under this Section give rise to any liability on the part of Texas A&M including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Texas A&M's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

Texas A&M reserves the right to immediate cancellation, without penalty, due to non-performance

HSP Self-Performing Requirements

The HUB Subcontracting Plan (HSP) submitted with the bid response shall become a provision of the purchase order. The vendor cannot change a subcontracting plan prior to its incorporation into the purchase order. TAC 20.14 (5). Per the Texas Administrative Code Chapter 20.14, Texas A&M requires the following:

- **Vendors self-performing** are not required to submit a HUB Subcontracting Plan (HSP) Prime Contractor Progress Assessment Report (PAR).
- Changes may not be made to the HSP without prior review and approval from the Texas A&M Department of Procurement Services. The vendor shall submit to the TAMU point of contact provided below a revised HSP if determined subcontracting will be necessary.

If the selected vendor subcontracts any of the work without complying with TAC 20.14 and without prior approval from the Texas A&M Department of Procurement Services, the vendor will be deemed to have breached the purchase order and be subject to any remedial actions provided by Texas Government Code, Chapter 2161, state law and TAC 20.14 (6). Texas A&M will report nonperformance relative to its purchase order to Texas Procurement and Support Services in accordance with TAC 20.105, Subchapter F relating to the Vendor Performance and Debarment Program.

Texas A&M Point of Contact

HUB Coordinator: Shawna Kennedy
Phone – 979-845-3425

PRICING

* Taxes and fees are not included in the pricing below. All Taxes and fees must be itemized on All invoices to the participating entity.

* Delivery fees and markup percentages quoted herein shall remain firm throughout the term of any resulting agreement from this RFP.

* Mark-up shall remain firm for the term of the agreement including any/all renewal options provided for in Request for Proposal #TAMU-RFP-24-4608

		UOM	Qty.	Markup Per Gallon
	Gasoline Unleaded Fuel, 87 Octane			
1	Transport Load	GAL	1	0.0470
2	Less than Full Transport Load	GAL	1	0.1185
	#2 Diesel, Low Sulfur			
3	Transport Load	GAL	1	0.0615
4	Less than Full Transport Load	GAL	1	0.1185
	#2 Dyed Low Sulfur Diesel			
5	Transport Load	GAL	1	0.0615
6	Less than Full Transport Load	GAL	1	0.1185
	Bio			
7	Bio-Diesel, B20 Transport Load Only	GAL	1	0.0950
8	Delivery Fees	UOM	Qty.	Delivery Fee
	2,500 but less than 5,000 GAL	LOT	1	0.0000
	5,000 but less than 8,000 GAL	LOT	1	0.0000
	8,000 but less than 10,000 GAL	LOT	1	0.0000
	Each 5,000 GAL increment on 10,000 GAL or more	LOT	1	0.0000
	Additional Fuel Pricing and Tax Exemptions:	UOM	Qty.	Fee
9	Excluded, Federal Excise Tax	GAL	1	N/A
10	Federal Oil Spill Recovery Fee The Taxpayer Certainty and Disaster Tax Relief Act of 2019 enacted on December 20, 2019, as part of the Further Consolidated Appropriations Act of 2020, reinstated the oil spill liability tax for the period beginning on January 1, 2020, and ending on December 31, 2020. The oil spill liability tax imposes a tax of \$0.09 per barrel on crude oil received at a United States refinery, and on petroleum products entered into the United States for consumption, use or warehousing.	Barrel	1	0.0900

11	Federal LUST Tax The current Federal Leaking Underground Storage Tank (LUST) tax is \$0.001/gallon. The LUST tax applies to all purchasers. See US master Excise Tax Guide Chapter 54.	GAL	1	0.0010
12	Texas State Fuel Tax Gasoline and Diesel Fuel are currently \$0.20/gallon	GAL	1	0.2000
13	Texas Load Fee The Texas Load Fee (which may also be referred to as the Petroleum Products Delivery Fee) is currently based upon the withdrawal of petroleum products into cargo tanks and varies according to the net total gallons of all products withdrawn. This fee ranges from \$3.75 to \$15.00 based on number of gallons. See HB 2694.	GAL	TBD	3.75 - 15.00
14	Federal LUST Fax (3) – for Gasoline & Diesel	GAL	1	0.0010
15	Applicable Texas State Fuel Tax (6) – for Gasoline and Diesel	GAL	1	0.2000
16	TX Load Fee (5) – For Gasoline and Diesel Range of pricing - \$3.75 - \$15.00	GAL	1	15.0000
17	Federal Superfund Recovery Fee Applied to all gasoline and distillate products. Criteria for new \$.0039 gallon rate: • The rate will only apply to the petroleum percentage portion for such products • This will not apply to the 10% ethanol for E10 fuel loads • This will not be applied to total gallons when buying fuel blended with renewables	GAL	1	0.0039

* Quantities listed are estimates only and do not guarantee purchase.

DIVISION OF FINANCE & BUSINESS SERVICES
Procurement Services



REQUEST FOR PROPOSAL

Annual Fuel Contract TAMU-RFP-24-4608

PROPOSAL MUST BE RECEIVED ON OR BEFORE:

2:00 p.m. CST on August 9, 2024

Proposal response must be received by Texas A&M University, Procurement Services before the date and time specified for receipt of proposal as stated within Submittal Instruction referenced in Section 3.2 of this RFP. After the due date and time, only the names of respondents will be made public.

All proposals shall become the property of Texas A&M University and the State of Texas upon receipt. Proposals may be subject to public review after contracts have been executed. Refer to Section 14.6 of Standard Terms and Conditions <https://purchasing.tamu.edu/media/TAMU.BID.TERMS.WEB.20230425.pdf>, for more information regarding confidential and proprietary information.

REFER INQUIRIES TO:

Cherise Toler, CTCD
Assistant Director
Texas A&M University
Procurement Services
email: ctoler@tamu.edu

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Appendix C – Certification and Authorization

Appendix D – Felony Conviction Notification

Attachment A – HUB Subcontracting Plan

Attachment B – Price Worksheet

SECTION 1 INTRODUCTION

1.1 Introduction

Texas A&M University and other participating entities are seeking bids from interested vendors for an “Annual Fuel Contract” to include unleaded, diesel, bio-diesel fuel and diesel exhaust fluid for their use.

By submitting responses, each respondent certifies that it understands this RFP and has full knowledge of the scope, nature, quality, and quantity of the work to be performed, the detailed requirements of the services to be provided, and the conditions under which the services are to be performed. Each respondent also certifies that it understands that all costs relating to preparing and responding to this RFP will be the sole responsibility of the Respondent.

RESPONDENTS ARE CAUTIONED TO READ THE INFORMATION CONTAINED IN THIS RFP CAREFULLY AND TO SUBMIT A COMPLETE RESPONSE TO ALL REQUIREMENTS AND QUESTIONS AS DIRECTED.

1.2 Brief History and Background

Texas A&M

Established in 1876, Texas A&M has since grown to become a world leader in teaching, research, and service, with an international reputation for excellence in both academics and athletics. With an enrollment of more than 70,000+ students at the main campus in College Station, Texas A&M is the fourth largest among U.S. universities and graduates more than 17,000 students each year. More than half of the university’s 400,000 alumni, known as “former students,” have graduated since 1999, reflecting Texas A&M’s mercurial growth.

The University is committed to 1) promoting and encouraging the use of Historically Underutilized Businesses (HUBs) in all purchasing transactions on a prime contract and subcontract basis, and 2) promotes full and equal business opportunities for all. Minimum steps and requirements to fulfill the state’s HUB policy are found in Texas Administrative Code 111.11 through 111.28.

City of Bryan

The City of Bryan is located in Central Texas between Austin and Houston. The City of Bryan was incorporated in 1872. The original square-mile town site now consists of more than 43.4 square miles. The 2017 population estimate for Bryan is 84,021.

The City of Bryan is a home-rule city that operates under the Council-Manager form of government. The City provides a full range of municipal services as prescribed by statute or charter. These services include police, fire and emergency medical services, parks and recreational facilities, library services, street maintenance and construction, public improvements, general administrative services and electrical, water, sewer, and sanitation systems.

City Charter, Council minutes, Budget information, maps and a wealth of miscellaneous information about the City of Bryan can be found online at www.bryantx.gov.

College Station I.S.D.

College Station Independent School District has a current enrollment of 9755 for school year ending 2008-2009. The annual operating budget is approximately \$90 million and the staff employment is 1382. The district currently has 13 campuses. The recently approved 2009 Bond Package includes the construction of an eighth elementary school, second high school, transportation center and the purchase of new school buses

College Station Independent School District has been a consolidated district since 1941 when the public school was moved from the Texas A&M University campus to facilities on Timber Street. The District encompasses approximately 102 square miles in the southern portion of Brazos County. The transportation department serves and buses over 4,200 students daily, covering 102 square miles using approximately 118 buses with an ***Average Annual Miles Traveled over 1,000,000***. College Station Independent School District has a current enrollment of 14,187 for the school year ending 2022-2023. The annual operating budget is approximately \$146 million and the staff employment is 2,020. The district currently has 20 campuses.

Bryan Independent School District

Founded in 1880, the mission of the Bryan ISD, the community's center of learning, is to educate our youth to achieve their potential by providing a safe and challenging environment where standards are high and learning is the priority. Bryan ISD serves the residents of approximately 453 square miles in Brazos County. Almost 15,000 students attend our 25 campuses supported by 8 administrative facilities. The annual operating budget for 2022-2023 was near \$163 million and staff employment exceeds 2200. Successful passage of bond elections in 2019 and 2020, with many projects already completed and others under development, is ensuring that Bryan ISD is ready to meet future growth needs.

Brazos County

Brazos County was established as we know it today in 1841. Set between the Navasota and Brazos Rivers, the new population began to thrive on a primarily agrarian existence. The establishment of Texas A&M University in what came to be known as College Station and the Air Force Base in Bryan, kept the communities supplied with a steady supply of bright and hardworking people who would set the standards for the generations to come.

Today the Cities of Bryan and College Station are the hubs of the County and are supplemented by communities like Edge, Kurten, Wellborn, Millican and others that help us maintain a rural atmosphere in the County.

Brazos County is governed by the County Judge and four Commissioners who make up the Commissioner's Court. This Court has responsibility for areas of the County that are not currently incorporated by the cities.

City of College Station

The City of College Station is located in East Central Texas, approximately 140 miles north of the Gulf of Mexico, conveniently located in Brazos County 90 miles northwest of Houston, 165 miles south of Dallas and 100 miles east of Austin. The City's estimated population is 124,319 as of April, 2022.

The City of College Station is governed under a home rule charter, has a Council-Manager form of government, and is organized under the Constitution and Laws of the State of Texas. The City provides a full range of municipal services including police, fire, emergency medical services, parks and recreation, street maintenance, electric, water, and sanitation services.

City Charter, Council minutes, Budget information and a wealth of miscellaneous information about the City of College Station can be found on line at www.cstx.gov.

Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA)

The Brazos Valley Solid Waste Management Agency, Inc. is a non-profit local governmental corporation formed in 2010 under a joint agreement between the City of Bryan and the City of College Station. BVSWMA, Inc. operates the Twin Oaks Landfill in Anderson, Texas and the Compost Facility in Bryan, Texas. BVSWMA, Inc. also maintains the closed Rock Prairie Road Landfill in College Station, Texas.

Hearne I.S.D.

Hearne Independent School District is a small 2A district in Robertson County, the crossroads of Texas. Established in 1871, Hearne Texas has a population of just over 5,000 residents with Hearne ISD serving 828 students on three (3) campuses. Hearne ISD has an annual operating budget of just under \$14 million and employs 145 people.

1.3 **Schedule of Events**

The review and approval of RFPs is a multi-step process that requires variable amounts of time.

Responders are advised that the projected “Formal Execution of Agreement” date as listed in the “Tentative Timetable” may require extension.

Tentative Timetable

Deadline for Questions	July 26, 2024 @ 5:00 p.m. CST
Posting mailing Addendum and Response to Inquiries.....	July 31, 2024 @ 5:00 p.m. CST
Deadline for Receipt of Proposal.....	August 9, 2024 @ 2:00 p.m. CST
Evaluation of Proposals Completed.....	August
Award	August
Formal Execution of Agreement (Projected)	September 1, 2024

1.4 **Scope of Work**

Texas A&M University has joined with other participating entities in soliciting bids for annual requirements for unleaded gasoline, diesel, dyed diesel, bio-diesel fuels, and diesel exhaust fluid used in their respective fleet of vehicles, and to establish a working contract for a designated period. It is the intent of Texas A&M University and participating entities to select a single Vendor to accomplish and/or supply all commodities or services outlined in this bid; however, the participating entities reserve the right to award separate contracts for any one item listed on the bid sheets. All fuel would be ordered by the participating entities independently, on an “as/if needed” basis with no guaranteed quantities to the Vendor. Respondent agrees to extend prices quoted here-in to any other public entity, state agency and/or institutions of higher education as described in Section 51.9335 Education Code.

All proposals must be submitted on the forms furnished in the RFP package and must be in accordance with the terms, conditions and requirements and specifications contained herein.

Listing of the participating entities, but not limited to:

- Brazos County
- Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA)
- Bryan Independent School District
- City of Bryan
- City of College Station
- College Station Independent School District
- Hearne I.S.D.
- Texas A&M University

1.4.1 Specific Delivery and Ordering Information

Orders for delivery shall be made by phone, fax or email and a purchase order number referenced. **Deliveries are to be made by the end of the next working day from the date the order is placed.** Vendor is required to furnish the name of the person to contact, and the telephone number to place delivery orders. The participating entities reserve the right to inspect bulkheads and to measure content of tanks before, at the time of and/or after delivery. All deliveries are to be made during normal working hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, excluding holidays, and will be made to the following locations:

1.4.2 Delivery Locations & Storage Capacity:

CITY OF BRYAN

Municipal Services Center – 1111 Waco Street, Bryan, TX

Tank No. 1 – Unleaded	11,500 gallons-underground
Tank No. 2 – Diesel	11,500 gallons-underground
Tank No. 3 – Diesel	11,500 gallons-underground

Fountain Street Fuel Center - Fountain Avenue, Bryan, TX

Tank No. 1 – Unleaded	10,000 gallons-above ground
Tank No. 2 – Diesel	10,000 gallons-above ground

CITY OF COLLEGE STATION

Public Services – 2613 Texas Ave., College Station, TX

Tank No. 1 – Unleaded	8,000 gallons-underground
Tank No. 2 – Diesel	8,000 gallons-underground

Utility Services Center – 1601 Graham Rd., College Station, TX

Out of Service

ARNOLD ROAD 1865 Arnold Rd. College Station, TX

Tank No. 1 – DEF	1,000 gallons-underground
Tank No. 2 – Diesel	8,000 gallons-underground
Tank No. 3 – Unleaded	8,000 gallons-underground

Carter Creek Wastewater Treatment Plant – 1 mile off Earl Rudder Freeway, 2200 N. Forest Pkwy, College Station, Tx

Tank No. 1 - Unleaded	500 gallons-above ground
Tank No. 2 – Diesel	500 gallons-above ground

Police, 2613 Texas Avenue South, College Station, TX

Tank No. 1 – Diesel	550 gallons-underground for emergency generators
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BVSWMA, Inc.

Twins Oaks Landfill at 2690 State Highway 30, Anderson, TX

Tank No. 1 - Diesel	10,000 gallons-above ground
Tank No. 2 – Diesel	10,000 gallons-above ground
Tank No. 3 – Unleaded	1,000 gallons-above ground

Twin Oaks Compost at 2988 Pleasant Hill Road, Bryan, TX.

Tank No. 1 – Diesel	1,000 gallons-above ground
Tank No. 2 – Diesel	1,000 gallons-above ground

TEXAS A&M UNIVERSITY**Transportation Services-College Station, TX**

Tank No. 1 – Diesel 12,000 gallons-underground
 Tank No. 2 – Diesel 12,000 gallons-underground
 Tank No. 3 – Unleaded 12,000 gallons-underground

Brayton Fire Field-College Station, TX

Tank No. 1 – Unleaded 1,000 gallons-above ground
 Tank No. 2 – Diesel (2) 500 gallons-above ground
 Tank No. 4 – Diesel 1,000 gallons-above ground
 Tank No. 4 – Diesel 2,000 gallons-above ground

Utilities-College Station, TX

Tank No. 1 - Diesel 150,000 gallons- underground
 Tank No. 2 - Diesel 1 million gallons – above ground
 Tank No. 3 - Diesel 15,000 gallons – underground
 Tank No. 4 - Diesel 5000 gallon – above ground

BRAZOS COUNTY**Brazos County Road & Bridge Department, 2617 Highway 21 West, Bryan, TX**

Tank No. 1 – Unleaded 15,000 gallons-above ground
 Tank No. 2 – Diesel 10,000 gallons- above ground
 Tank No. 3 – Dyed Diesel 5,000 gallons – above ground

Exposition Complex, 5827 Leonard Rd, Bryan, TX

Tank No. 1 – Dyed Diesel 500 gallons – above ground

COLLEGE STATION INDEPENDENT SCHOOL DISTRICT**1812 Welsh College Station, Texas 77840**

Tank No. 1 - Unleaded 10,000 gallons-underground
 Tank No. 2 - Diesel 10,000 gallons-underground

Transportation Center – 9304 Rock Prairie Rd, College Station, TX

Tank No. 1 – Unleaded 10,000 gallons – above ground
 Tank No. 2 – Diesel 20,000 gallons – above ground

BRYAN INDEPENDENT SCHOOL DISTRICT**3851 Leonard Road, Bryan, Texas 77807**

Tank No. 1 - Unleaded 10,000 gallons-above ground
 Tank No. 2 - Diesel 20,000 gallons-above ground

HEARNE I.S.D.**Hearne Junior High, 1201 W. Brown Street, Hearne, TX 77859**

Tank No. 1 – Diesel 5,000 gallons – above ground
 Tank No. 2 – Unleaded 500 gallons – above ground

1.4.3 Product Estimates

Quantities shown are the participating entities estimates only, based on actual previous and anticipated annual usage. A tabulation of bids will be prepared based on the estimated usage. The participating entities do not guarantee to purchase any given quantity and shall not be held liable to purchase any excess stock carried by the Vendor upon termination of the contract.

Entity	No. Lead-87	Diesel	Dyed Diesel	Diesel Exhaust Fluid	Bio-Diesel
City of Bryan	230,000	300,000			
City of College Station	230,000	300,000		10,000	
Brazos County	221,500	40,000	25,000		
BVSWMA, Inc.	10,000	300,000		8,000	
Bryan I.S.D	40,000	245,000			

College Station I.S.D.	40,000	150,000			
Hearne I.S.D.	5,000	20,000			
Texas A&M University	260,210	257,519			252,203
Total Gallons	1,036,710	1,612,519	25,000	18,000	252,203

**College Station I.S.D. is interested in utilizing bio-diesel, depending on price. Usage of diesel would decrease in the event of this change.*

1.4.4 Net Delivery

All fuel deliveries shall be on a net gallon basis temperature corrected to API Gravity at 60° F. Proper measurement must be verified by Tank Truck Bill of Lading or by temperature adjusted tank strapping's showing net volume at delivery.

1.4.5 Failure to Deliver

If delivery is not accomplished within the time frame specified and agreed upon as specified herein, the participating entities reserve the right to procure the product on the open market. It shall also be the participating entities right to bill the Vendor the difference between the contract price and the open market price as liquidated damages of actual cost to the participating entities.

1.4.6 Priority Deliveries

Texas A&M University and participating entities are governmental entities and as such must provide continuous law enforcement and emergency services for its students and citizens. In case of any vehicle fuel shortage, Texas A&M University and participating entities will expect and require that they are treated as a priority customer. The successful vendor agrees to make every effort to provide sufficient deliveries to meet the needs of our law enforcement and emergency services in a timely manner.

1.4.7 Product Specifications

- Regular unleaded gasoline, ASTM Designation D439 (Most recent issue) with a minimum octane rating of 87 (R=M/2 Method), and a high level of detergent as recommended for all engines with fuel injection systems.
- Mid-grade unleaded gasoline, ASTM Designation D439 (Most recent issue) with a minimum octane rating of 89 (R=M/2 Method), and a high level of detergent as recommended for all engines with fuel injection systems.
- Premium unleaded gasoline, ASTM Designation D439 (Most recent issue) with a minimum octane rating of 92/93 (R=M/2 Method), and a high level of detergent as recommended for all engines with fuel injection systems.
- No. 2 Diesel Fuel, ASTM Designation D975 (Most recent issue) with a minimum Cetane number of 40. Diesel fuels shall meet ASTM D-1552 for Sulfur Test and ASTM D482.
- No. 2 Dyed Diesel Fuel, ASTM Designation D975 (Most recent issue) with a minimum Cetane number of 40. Diesel fuels shall meet ASTM D-1552 for Sulfur Test and ASTM D482.
- Bio-Diesel, - Blend to meet ASTM D 6751 and ASTM D 975, shall include a mixture of the following AF – Animal Fat, RME – Rapeseed Methyl Esters, SME – Soy Methly Esters, YGME – yellow Grease Methyl Esters, PALM – Palm Oil, BRWN – Brown Grease, Mult – Multiple Feedstocks, CMBN – combined Average, CE – Camelina or CSME – Cottonseed oil, Range: B1-B20
- Diesel Exhaust Fluid – Urea-based solution designed specifically for use in SCR (Selective Catalytic Reduction) systems to reduce NOx emissions from diesel engines.

1.4.8 Product Quality

Fuels to be supplied under this contract shall meet the specifications listed above and be free from contamination. The participating entities reserve the right to test fuel quality upon delivery, prior to and after unloading. Should test results show that fuel contains contamination, it will be rejected. The Vendor shall be responsible for pumping out of the fuel tank(s), any water and any other associated cost of removal/cleanup of site(s) when notified.

For purpose of this specification, contamination is defined as any element which enters pure refined gasoline or diesel fuel either naturally or by purposeful action which is not a product of refined crude oil with the exception of winter additives, detergents, and identifying dies. Any amount of alcohol is considered contamination and will not be allowed.

The Vendor shall be responsible for the removal of the fuels from the participating entities property within three (3) working days after requested to do so should laboratory test results show fuel contains any level of alcohol or other contaminants. The Vendor shall also be responsible for all clean up required to all participating entities property, storage facilities, and equipment as a result of noncompliance with specifications. Furthermore, the Vendor shall be fully responsible for any and all costs incurred by the participating entities for any equipment sustaining damage which is attributed to contaminated fuel(s) which the Vendor has delivered.

1.4.9 Specific Invoicing and Payment

Deliveries are to be invoiced separately per location, and each invoice shall consist of an original and at least one (1) copy. The successful Vendor must supply one (1) copy of the applicable OPIS Pad 3 Net Report for Hearne, Texas with

each invoice. The participating entities agree to pay for all fuel delivered and accepted under this contract within 30 calendar days from receipt of product or valid invoice, whichever is the later. All invoices for fuel delivered and accepted under this contract shall be mailed to the correct participating entity at the following addresses.

Mail to:

City of Bryan

Accounts Payable
P.O. Box 1000
Bryan, TX 77805

City of College Station

Accounting Department
P.O. Box 9960
College Station, TX 77845

Brazos County

Brazos County
ATTN: Auditors
PO Box 914
Bryan, Texas 77806

Bryan Independent School District – Transportation Department

Business Services Office
Attn: Finance Department
801 South Ennis
Bryan, TX 77803
bisd_financial.services@bryanisd.org

College Station Independent School District

Send Invoices via email to AP@csisd.org

Purchasing Department	Transportation Center
2000 Welsh Ave	9304 Rock Prairie Rd
College Station, Texas 77840	College Station, TX 77845

BVSWMA, Inc.

Accounting Department
PO Box 10027
College Station, TX 77842
Send Invoices via email to jespinoza@bvswma.com and sbest@bvswma.com

Texas A&M University

Numerous addresses at various locations

Hearne Independent School District

900 Wheelock
Hearne TX 77859

1.4.10 Spillage and Cleanup

The Vendor shall be held responsible for all spillage which may occur during transit and unloading. The Vendor shall immediately report any spillage to the participating entities and clean up the spill. Failure to do so shall initiate corrective action and retro charges to the Vendor for any cost incurred to the participating entities for cleanup of spillage. The Vendor is responsible for reporting spillage to the participating entities and all other governmental entities as required by law and/or regulations. Delivery truck must have a method of controlling vapors while unloading into underground tanks.

1.5 Award

Any agreement resulting from this RFP will be awarded to one respondent or multiple respondents, depending on the best value for Texas A&M and participating entities. A BVSWMA, Inc. contract will be required to be executed upon award.

1.6 Contract Term

Texas A&M and other participating entities intend to enter into an agreement with the successful Respondent(s) for the period of September 1, 2024 through August 31, 2025, with the option to renew for an additional four (4) twelve (12) month periods, one (1) year at a time, with all terms and conditions remaining firm.

1.7 Commitment

Once an agreement is reached, Vendor shall be obligated to adhere to the final agreement.

SECTION 2 REQUIREMENTS

2.1 Technical Proposal

Provide a detailed plan on how you propose to provide fuel based on your understanding of the current environment and the scope of work described in Section 1.4. Response shall clearly detail:

2.1.1 Respondent Background and Experience

- 2.1.1.1 Summarize why the Respondent is the best firm to undertake the scope of work.
- 2.1.1.2 Identify all individuals who contribute to the accomplishment of the scope of work to include specific responsibilities pertaining to and the approximate time each will devote to the Scope of Work. Include the resumes for key individuals.
- 2.1.1.3 Will your company provide a copy of your company's audited financial statements for the past two (2) years, if requested by Texas A&M?
- 2.1.1.4 Will your company provide a financial rating of your company and any supporting documentation (such as a Dun and Bradstreet Analysis) which indicates the financial stability of your company, if requested by Texas A&M?
- 2.1.1.5 Is your company currently for sale or involved in any transaction to expand or to become acquired by another business entity? If yes, please explain the impact both in organizational and directional terms.
- 2.1.1.6 Provide details of any open, current, or pending litigation or claims filed against your company and indicate how this may impact your company's performance under an agreement with Texas A&M.

2.1.2 Requirements and Specifications

- 2.1.2.1 **Delivery** - delivery is an important performance measure to Texas A&M and participating entities. Deliveries shall be made as specified in Section 1.4. Respondent must be able to provide deliveries as scheduled and must be able to respond to emergency calls (nights, holidays and weekends) as needed. Respondent shall provide a detailed delivery plan on how deliveries will be provided. Plan shall include the number of delivery trucks, capacity of each truck, distribution center(s) available.
- 2.1.2.2 **Performance** – Texas A&M University and participating entities require Respondent to maintain a 98% performance level for this account, which means all product and deliveries shall be made on time and in the quantities requested. Respondent shall provide a detailed plan on how you will maintain the requested performance level and include what steps will be taken if the performance level drops below the 98% range.

2.2 References

Respondent shall provide a list of at least five (5) references where services comparable in size and scope have been performed in the last five (5) years. References shall include Company Name, Contact Person, Company Address, Telephone & Fax Number and Email Address. Texas A&M University and participating entities reserves the right to contact these references to verify the Respondent's ability to perform these services. A negative reference may be grounds for the disqualification of your proposal.

2.3 Pricing

The participating entities are exempt from certain Federal Excise, State Sales and Transportation Taxes. The participating entities upon request will execute Tax Exemption Certificates. All participating entities, with the exception of the school districts, are subject to the State of Texas Road Tax @ .20/gallon. All entities are subject to the State of Texas Petroleum Product Delivery Fee. These specific taxes, state-imposed fees and unloading fees, **MUST NOT BE INCLUDED IN YOUR PROPOSAL**. These taxes and fees must be itemized on all invoices to the participating entity. Unloading fees will not be permitted in the bids or subsequent invoices.

All fuel deliveries shall be on a net gallon basis temperature corrected to 60 degrees Fahrenheit. Proper measurement must be verified by Tank Truck Bill of Lading.

Respondents shall provide pricing as indicated on "Attachment B – Price Worksheet." Texas A&M and participating entities must be able to determine the cost of the fuel, vendor profit, and total price to be paid based on the sample quantities in the attachment. It is expected that the vendor markup and delivery fees will remain firm throughout the term of the awarded agreement.

The following are a set of standard loads that will be ordered. This information is provided just as information and not a guarantee of purchase:

- Unleaded Fuel, 87 Octane, Transport Loads of 7,000/gallons
- Unleaded Fuel, 87 Octane, Less than full transport truck delivery, Transport Loads of 500/gallons
- #2 Diesel, Low Sulfur, Transport Truck Delivery of 6,500/gallons
- #2 Diesel, Low Sulfur, Less than full transport truck delivery, Transport Loads of 500/gallons
- Dyed Diesel, Transport Truck Delivery of 6,500/gallons
- Dyed diesel, Less than full transport truck delivery, Transport Loads of 500/gallons
- Bio-Diesel, Range of B20, Soybean additive, Transport Truck Delivery of 6,500/gallons

2.4 Invoicing

Respondents shall provide samples of invoices that provide all necessary information to determine that pricing billed matches what was delivered.

SECTION 3 EVALUATION CRITERIA FOR AWARD

3.1 Evaluation Information

Texas A&M and participating entities will utilize an evaluation team for the evaluation of this RFP. Participating entities will evaluate and make the award on the proposal that is determined to be the “Best Value” (Section 4.2) to the State based on, but not limited to the criteria listed here-in.

All proposals must be complete and convey all of the information requested to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, Texas A&M and participating entities alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

By submitting a proposal, Respondent acknowledges and accepts [a]the evaluation process, [b] the evaluation factors, [c] the scope of this engagement (**Section 1**), [d] the terms and conditions of the Agreement (**Section 5**), [e] all other requirements and specifications set forth in this RFP, and [e] that some subjective judgments must be made by the University and participating entities during this RFP process.

Should participating entities be unable to agree on final Agreement terms and conditions with the highest ranked Respondent, the participating entities will then negotiate with the second-ranked Respondent or reissue the same or modified version of this RFP.

Texas A&M and participating entities reserve the right to reject any and all proposals.

3.2 Demonstration/Presentation

During evaluation, Texas A&M may request an on-site demonstration/presentation of Respondents(s). The team may consider the demonstration/presentation in the evaluation criteria. The purpose of the on-site demonstration/presentations is for clarification or to amplify the materials presented in any part of your submission. However, Respondents are cautioned that the evaluators are not required to request clarification; therefore, all submissions should be complete and reflect the most favorable terms available from the offer.

3.3 Evaluation Criteria and Weights

Each proposal shall be evaluated on the ability to meet the university’s minimum requirements in Section 2 and to provide the best value to the participating entities. Proposal shall be evaluated by assigning points to each of the items below. The maximum number of points that can be assigned to each item being evaluated are as follows:

Evaluation Criteria	Possible Points
Respondent Experience/Proximity as it relates to the ability to perform the contract.	50
Pricing Model/Transparency/Long term cost to acquire goods and services	30
References/Reputation of Respondent	5
Performance/Service/Required delivery after order placement	15
TOTAL POINTS	100

SECTION 4 GENERAL INFORMATION

3.1 Submittal Instructions

3.2.1 Proposals including Execution of Office (Section 6) must be signed by Respondent's company official authorized to commit such proposals. Failure to sign the Execution of Offer will be basis for proposal disqualification.

3.2.2 Complete proposals may be submitted either USPS, express mail or electronically utilizing the following electronic options. **Electronic submittals are preferred.** Electronic signatures are acceptable.

Option 1 AggieBid (<https://bids.scquest.com/apps/Router/PublicEvent?CustomerOrg=TAMU>) – One (1) electronic copy submitted via our electronic bid system. Respondents are required to register as a vendor within system. If you need assistance with vendor registration, please reach out to Jaggaer Supplier Support or call 800.233.1121.

Option 2 Email - One (1) Electronic Copy submitted via email to tamuaggiebid@tamu.edu with the subject line "TAMU-RFP-24-4608; Annual Fuel Contract – (CJT)".

All electronic copies must either be in **Microsoft Office software or Adobe Portable Document Format (PDF)**. All image files must be in one of the following formats: .jpg, .gif, .bmp, or .tif. We prefer image files to already be inserted as part of a document such as a PDF.

3.2.3 An unreadable electronic copy due to incorrect format may reflect negatively on your proposal.

Late responses properly identified will be returned to Respondent unopened. Late responses will not be considered under any circumstances. Texas A&M shall not be responsible for failure of electronic equipment or operator error.

3.2 Question and Answer Period

Texas A&M specifically requests that Respondents restrict all contact and questions regarding this RFP to the Texas A&M Procurement Contract provided on cover page. **Deadline for questions is July 26, 2024 by 5:00 p.m. CST.** All questions and answers will be posted to the AggieBid site no later than the date specified within the Schedule of Events (Section 1.3).

3.3 Inquiries and Interpretations

Responses to inquiries which directly affect an interpretation or change to this RFP will be issued in writing by addendum (amendment) and e-mailed, faxed or mailed to all parties recorded by Texas A&M as having received a copy of the RFP. All such addenda issued by Texas A&M prior to the time that proposals are received shall be considered part of the RFP, and the Respondent shall consider and acknowledge receipt of such in their proposal.

Only those Texas A&M replied to inquiries which are made by formal written addenda shall be binding. Oral and other interpretations or clarification will be without legal effect.

3.4 Electronic State Business Daily Website

It is the responsibility of interested vendors to regularly check the ESDB for any possible addenda to this project. The RFP is inclusive of all addenda issued.

<http://www.txsmartbuy.com/sp>

3.5 Proposal Components

The following documents are to be returned as part of your proposal submittal:

- ✓ Signed Execution of Offer (See Section 6)
- ✓ References (See Section 2)
- ✓ Technical Proposal (See Section 2)
- ✓ Non-Collusion Affidavit (See Section 7)
- ✓ Pricing (See Section 2.3 and Attachment B)
- ✓ Certification and Authorization (Appendix C)
- ✓ Felony Conviction Notification (Appendix D)
- ✓ Any Addendums, if applicable
- ✓ Certificate of Insurance (See Section 5.9 and Appendices A and B)
- ✓ HUB Subcontracting Plan (See Section 5.8 and Attachment A)

SECTION 5
TERMS AND CONDITIONS**5.1 Terms and Conditions**

Texas A&M University's Standard Terms and Conditions, https://purchasing.tamu.edu/_media/TAMU.BID.TERMS.WEB.20230425.pdf, as well as any additional terms and conditions provided here-in, in all aspects govern and control any Agreement issued as a result of this solicitation.

Additional or attached terms and conditions which are determined to be unacceptable to Texas A&M may result in the disqualification of your proposal. Examples include, but are not limited to, liability for payment of taxes, subjugation to the laws of another State, and limitations on remedies.

5.2 General

These General Terms and Conditions shall be made a part of and govern any Agreement/Purchase Orders resulting from this Request for Proposal.

Each response should be prepared simply and economically, providing a straightforward and concise description of Respondent's ability to meet the requirements of this RFP. Emphasis should be on completeness, clarity of content and responsiveness to the offer requirements.

In accordance with Texas Education Code 51.9335, Texas A&M University shall make the award based on, but not limited to, the following best value criteria: The purchase price; The reputation of the vendor and of the vendor's goods or services; The quality of the vendor's goods or services; The extent to which the goods or services meet the institution's needs; The vendor's past relationship with the institution; The impact on the ability of the institution to comply with laws and rules relating to historically underutilized businesses and to the procurement of goods and services from persons with disabilities; The total long-term cost to the institution of acquiring the vendor's goods or services; Any other relevant factor that a private business entity would consider in selecting a vendor; and The use of material in construction or repair to real property that is not proprietary to a single vendor unless the institution provides written justification in the request for bids for use of the unique material specified. Additionally, all respondents are hereby notified that Texas A&M shall consider all factors it believes to be relevant in the determination of the "Best Value" including, but not limited to: past experience, references, proposal, and price. Texas A&M's decision is final.

Responses are to be valid for a minimum of 180 days from the submittal deadline date to allow time for evaluation, selection, and any unforeseen delays.

5.1 Final Review and Approval

Failure to comply with the requirements contained in this Request for Proposal may result in the rejection of the proposal.

Proposals which are qualified with conditional clauses, alterations, items not called for in the RFP documents, or irregularities of any kind are subject to disqualification by Texas A&M at its option.

5.2 Definitions

Whenever the following terms are used in these General Terms and Conditions or in other documents the intent and meaning shall be interpreted as follows:

RFP shall mean Request for Proposal.

Proposal shall mean Respondents offer

Texas A&M shall mean Texas A&M University and other system parts.

Respondent shall mean the individual, partnership, corporation, or other entity responding to this RFP.

Vendor shall mean the individual, partnership, corporation, or other entity awarded an agreement for labor or for equipment & supplies under this RFP in accordance with the terms, conditions, and requirements herein.

Agreement shall mean an agreement, documented by written instrument, between Texas A&M and the successful respondent to provide products/services as requested to Texas A&M in College Station, Texas.

Participating Entities shall mean entities participating in the solicitation of this RFP and any resulting agreement(s) and shall include, but not be limited to:

Brazos County
Brazos Valley Solid Waste Management Agency, Inc. (BVSWM)

Bryan Independent School District
City of Bryan
City of College Station
College Station Independent School District
Hearne I.S.D.
Texas A&M University

5.3 Default

In the event that the Vendor fails to carry out or comply with any of the terms and conditions of the agreement with Texas A&M, Texas A&M may notify the Vendor of such failure or default in writing and demand that the failure or default be remedied within ten (10) days; and in the event that the Seller fails to remedy such failure or default within the ten (10) day period, Texas A&M shall have the right to cancel the agreement upon thirty (30) days written notice.

The cancellation of the Agreement, under any circumstances whatsoever, shall not affect or relieve Vendor from any obligation or liability that may have been incurred or will be incurred pursuant to the agreement and such cancellation by Texas A&M shall not limit any other right or remedy available to Texas A&M at law or in equity.

5.4 Termination

For Convenience:

The agreement may be terminated, without penalty, by Texas A&M without cause by giving thirty (30) days written notice of such termination to the seller.

In no event shall such termination by Texas A&M as provided for under this Section give rise to any liability on the part of Texas A&M including, but not limited to, claims of Vendor for compensation for anticipated profits, unabsorbed overhead, or interest on borrowing. Texas A&M's sole obligation hereunder is to pay Vendor for products and/or services ordered and received prior to the date of termination.

Texas A&M reserves the right to immediate cancellation, without penalty, due to non-performance

5.5 Publicity

Vendor agrees that it shall not publicize this agreement or disclose, confirm or deny any details thereof to third parties or use any photographs or video recordings of Texas A&M's name in connection with any sales promotion or publicity event without the prior express written approval of Texas A&M.

5.6 Non-Waiver of Defaults

Any failure of Texas A&M at any time, to enforce or require the strict keeping and performance of any of the terms and conditions of this agreement shall not constitute a waiver of such terms, conditions, or rights, and shall not affect or impair same, or the right of Texas A&M at any time to avail itself of same.

5.7 Billing Resolutions

In the case of a problem on a disputed invoice or charge, the Respondent will provide necessary information, i.e. duplicate invoice, shipping information and proof of delivery at no extra charge to Texas A&M within 5 business days of request. All credit memos will reflect the purchase order number and the original invoice number in which charge was initiated.

5.8 HUB Subcontracting Plan

In accordance with Texas Government Code Section 2161 and Texas Administrative Code, Title 34, Chapter 20, Subchapter D, Division 1, Sections 20.281 to 20.298, it is the policy of the State of Texas and Texas A&M University (Texas A&M) to encourage the use of Historically Underutilized Business (HUB) vendors in our prime contracts, subcontracts, and purchasing transactions. The goal of the HUB Program is to promote equal access and equal opportunity in Texas A&M contracting and purchasing.

Subcontracting opportunities are anticipated for this Invitation for Bid/Request for Proposal, and a HUB Subcontracting Plan (HSP) is required. Failure to submit a complete, comprehensive HSP will be considered a material failure to comply with the requirements of the Invitation for Bid/Request for Proposal and will result in the rejection of the submittal. The HSP must be submitted with the Invitation for Bid/Request for Proposal response by the specified date and time.

For information regarding the HUB Subcontracting Plan requirements, contact Shawna Kennedy at 979-845-3425 or via email at Shawna.kennedy@tamu.edu. State of Texas HUB Subcontracting Plan form, HSP Quick Checklist, and Prime Contractor Progress Assessment Report (PAR) form are attached. The State of Texas HSP forms can also be found at the following site: <https://comptroller.texas.gov/purchasing/vendor/hub/forms.php>

5.9 Insurance Requirements

Texas A&M University:

- 5.9.1 The successful vendor will be required per the indicated requirements (Appendix A) to provide proof of insurance prior to beginning any work on the campus of Texas A&M University. The vendor will be held strictly liable for any damages to Texas A&M University property occurring during any installation.
- 5.9.2 Vendor shall not commence work until all the insurance specified hereunder has been obtained and certificates of such insurance have been filed with and accepted by Texas A&M University. Insurance coverage shall provide for a thirty-day notice of cancellation or material change to the policy coverage and/or limits and the certificate of insurance enforce must include a notice that the policy or policies do contain these provisions. Acceptance of insurance certificates by Texas A&M University shall not relieve or decrease the liability of the vendor. Unless otherwise specified, the vendor shall provide and maintain, until the work included in this Request for Proposal is completed and accepted by Texas A&M University.
- 5.9.3 Certificates of Insurance must be delivered or mailed to:
Texas A&M University
Procurement Services
Attn: Cherise Toler
P.O. Box 30013
College Station, TX 77842-3013.
- Brazos County:**
- 5.9.4 The Vendor, before starting work for Brazos County, must furnish the County a Certificate of Insurance as indicated in Appendix B.
- Bryan ISD:**
- 5.9.5 The Vendor must furnish a Certificate of Insurance, with limits that mirror Texas A&M's limits as indicated in Appendix A, prior to the commencement of work.

5.10 Parking

Parking on the Texas A&M Campus:

- All vehicles parked on the Texas A&M campus must properly display a valid Texas A&M parking permit.
- The Texas A&M Department of Transportation Services supervises and coordinates all parking, transportation and traffic related functions on the campus.
- The Respondent will be responsible for obtaining parking permits from Transportation Services and resolving, should they arise, any parking regulation disputes and violations. Contact information for Transportation Services is (979) 845-9700 or website is: <http://transport.tamu.edu>.
- The Respondent must also abide by all parking rules, regulations, policies and procedures set forth by Texas A&M. Vehicles may be parked in service spots, regular open [not handicap or numbered reserved] and in thirty [30] minute and two [2] hour spots, but only for the allotted time.

5.11 Payment Terms

Payments shall be made 30-days after receipt of approved invoices. Invoices should be submitted on a monthly basis and terms will be Net 30 days. Late charges will be paid only as allowable by laws of the State of Texas. All invoices are to be submitted and charges verified by the designated Transportation Services personnel. Payment will be made for services rendered. Any discrepancies in billing will be resolved by the Contractor and Texas A&M University.

5.12 Felony Conviction Notification

All bidders must submit with their bid the Felony conviction Notification form (Attachment E). Failure to acknowledge and submit the completed Felony Conviction Notification form may be cause for the reject of your response

5.13 Assignment of Contract

This contract cannot be transferred or assigned to another party without the written consent of Texas A&M or participating entities purchasing Agent or other participating entities and may be subject to cancellation if such consent is not requested.

5.14 Quantities

Quantities indicated in the RFP are estimated based upon the best available information. Texas A&M University and other participating entities 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.

5.15 Cash Discounts

Respondent may quote additional cash discount terms in the Case Discount Column. If no discount is shown, prices are to be assumed net. Discount period to be started from the date of completion of entire order or date of receipt of invoice, whichever occurs last regardless of date of invoice.

Proposals offering discounts for prompt payment via use of EFT or if invoice is paid within ten (10) days, are encouraged. Respondent shall indicate terms of early payment discounts and provide percentage of discounts as applicable.

5.16 Liability

The successful Vendor will be liable for all damages while in the performance of services pursuant to this request.

5.17 Material Safety Data Sheets

MSDS's must be provided prior to or with receipt of order, and when revised as applicable.

5.18 Conflict of Interest Disclosure Questionnaire

Chapter 176 of the Texas Local Government Code mandates the public disclosure of certain information concerning persons doing business or seeking to do business with the participating entities, including affiliations and business and financial relationships such persons may have with the participating entities. An explanation of the requirements of Chapter 176 and complete text of the new law are available at:

http://www.ethics.state.tx.us/whatsnew/conflict_forms.htm

5.19 Written Specifications

Texas A&M University and other participating entities will not be bound by any oral statement or representation contrary to the written specifications of this RFP.

5.20 Supplier Assignments

Supplier hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States 15 U.S.C.A. Section 1, et seq. (1973), and which arise under the antitrust laws of the State of Texas, TEX. Bus. & Comm. Code Ann. Sec. 15.01, et seq. (1967).

5.21 Texas Family Code Section 231.006

Ineligibility to Receive State Grants or Loans, or Receive Bids or Payments on State Contracts.

- (a) A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to:
 - (1) receive payments from state funds under a contract to provide property, materials, or services; or
 - (2) receive a state-funded grant or loan.
- (b) A child support obligor or business entity ineligible to receive payments under Subsection (a) remains ineligible until:
 - (1) all arrearages have been paid; or
 - (2) the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency.
- (c) Pursuant to Section 231.006 (c), Family Code, bid should include name and Social Security number of each person with at least 25% ownership of the business entity submitting the bid. Bidders that have pre-registered this information on the TBPC Centralized Master Bidders List have satisfied this requirement. If not pre-registered, attach name & social security number for each person. Otherwise this information must be provided prior to contract award.
- (d) "Pursuant to Section 231.006, Family Code, re: child support, the bidder certifies that the individual or business entity named in this bid is not ineligible to receive the specified payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."
- (e) If a state agency determines that an individual or business entity holding a state contract is ineligible to receive payment under Section (a) the contract may be terminated.
- (f) If the certificate required under Subsection (d) is shown to be false, the vendor is liable to the state for attorney's fees, the costs necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or contract.
Added by Acts 1995, 74th Leg., ch. 20, Sec. 1, eff. April 20, 1995. Amended by Acts 1995, 74th Leg., ch. 751, Sec. 82, eff. Sept. 1, 1995.

**5.22 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards
(In accordance with 2 C.F.R. Part 200, Appendix II)****5.22.1. Termination for Convenience**

The University may terminate performance of work under this contract in whole or, from time to time, in part if the University purchasing officer determines that a termination is in the University's best interest.

The University may terminate any resulting contract for convenience by providing, (1) a statement that the contract is being terminated for the convenience of the University, (2) the effective date of termination, (3) the extent of termination, (4) any special instructions, and (5) the steps the contractor is to take to minimize the impact on personnel.

Upon any notification of termination for convenience, the contractor is to, (1) stop work immediately on the terminated portion of the contract, (2) terminate all subcontracts related to the terminated portion of the prime contract, (3) advise the University of any special circumstances precluding stoppage of work, (4) perform the continued portion of the

contract if the termination is partial, (5) take any action necessary to protect property in the contractor's possession in which the University has an interest, (6) notify the University of any legal proceedings growing out of any subcontract, (7) settle any subcontractor claims arising out of the termination, and (8) dispose of termination inventory as directed by the University

5.22.2 Partially Completed Work

No later than the first calendar day after the termination of this contract, or at the University's request, contractor shall deliver to the University all completed, or partially completed, work and any and all documentation or other products and results of these services. Failure to timely delivery such work or any and all documentation or other products and results of the services shall be considered a material breach of this contract. Contractor shall not make or retain any copies of the work or any and all documentation or other products and results of the services without the prior written consent of the University.

5.22.3 Default

If contractor is found to be in default under any provision of this contract, the University may cancel the contract without notice and either re-solicit or award the contract to the next best responsive and responsible respondent. In the event of abandonment or default, contractor will be responsible for paying damages to the University including, but not limited to, procurement costs, and any consequential damages to the University resulting from contractor's non-performance. The defaulting contractor will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work is significantly changed.

5.22.4 Right to Audit

The federal awarding University, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

5.22.5 Small Business, Minority Owned Firms and Women's Business Enterprises Efforts

Consistent with federally funded projects, the University shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, are used to the fullest extent practicable. This is accomplished through the use of the Texas Certified Historically Underutilized Business (HUB) list. Additional efforts may include, but shall not be limited to:

- a. Including such firms, when qualified, on solicitation mailing lists;
- b. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- e. Encourage contracting with consortiums of small businesses, minority-owned firms, and women's business enterprises when a contract is too large for one of these firms to handle individually;
- f. Supplementing the HUB list by using the services and assistance of the Small Business Administration, and the Minority Business Development University of the Department of Commerce.

5.22.6 Davis-Bacon Act, as amended (40 U.S.C. 3141-3148)

When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding University. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding University.

5.22.7 Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required

to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5.22.8 Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding University.

5.22.9 Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended

Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding University and the Regional Office of the Environmental Protection University (EPA).

5.22.10 Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any University, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

5.22.11 Debarment and Suspension (Executive Orders 12549 and 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

5.22.12 Equal Employment Opportunity

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

**EXHIBIT “B”
CERTIFICATE(S) OF INSURANCE**

Contract No. 25300167
Annual Fuel Contract
Form 08-09-2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/14/2024

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
FEDERATED MUTUAL INSURANCE COMPANY
HOME OFFICE: P.O. BOX 328
OWATONNA, MN 55060

CONTACT
NAME: CLIENT CONTACT CENTER
PHONE
(A/C, No, Ext): 888-333-4949 FAX
(A/C, No): 507-446-4664
E-MAIL
ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM

INSURED
FIKES WHOLESALE INC
PO BOX 1287
TEMPLE, TX 76503-1287

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERATED MUTUAL INSURANCE COMPANY	13935
INSURER B: FEDERATED SERVICE INSURANCE COMPANY	28304
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 629

REVISION NUMBER: 7

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)
							MED EXP (Any one person)
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	☒ POLICY ☐ PROJECT ☐ LOC						GENERAL AGGREGATE
	OTHER:						PRODUCTS & COMP/OP ACC
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)
	☒ ANY AUTO						BODILY INJURY (Per Person)
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	Y	Y	6047880	07/01/2024	07/01/2025	BODILY INJURY (Per Accident)
	☐ HIRED AUTOS OWNLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per Accident)
B	☒ UMBRELLA LIAB ☒ OCCUR						EACH OCCURRENCE
	☐ EXCESS LIAB ☐ CLAIMS-MADE	Y	Y	6047884	07/01/2024	07/01/2025	AGGREGATE
	DED ☐ RETENTION						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTHER
	ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.I. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		1899477	07/01/2024	07/01/2025	E.I. DISEASE EA EMPLOYEE
		N/A	Y				E.I. DISEASE - POLICY LIMIT

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

SEE ATTACHED PAGE

CERTIFICATE HOLDER

ATTN: RISK MANAGEMENT
CITY OF COLLEGE STATION
PO BOX 9960
COLLEGE STATION, TX 77842-7960

629 7

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



AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY FEDERATED MUTUAL INSURANCE COMPANY		NAMED INSURED FIKES WHOLESALE INC PO BOX 1287 TEMPLE, TX 76503-1287
POLICY NUMBER SEE CERTIFICATE # 629.7		
CARRIER SEE CERTIFICATE # 629.7	NAIC CODE	EFFECTIVE DATE: SEE CERTIFICATE # 629.7

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCESECONDARY POLICY(S)
Workers Compensation

N/A Y 1899477 07/01/2024 07/01/2025

THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED ON GENERAL LIABILITY SUBJECT TO THE CONDITIONS OF THE ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION ENDORSEMENT.
THE CERTIFICATE HOLDER IS A DESIGNATED INSURED ON BUSINESS AUTO LIABILITY SUBJECT TO THE CONDITIONS OF THE DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE.
INSURANCE PROVIDED BY THE GENERAL LIABILITY COVERAGE IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
INSURANCE PROVIDED BY THE BUSINESS AUTO LIABILITY IS PRIMARY AND NONCONTRIBUTORY OVER OTHER INSURANCE SUBJECT TO THE CONDITIONS OF THE PRIMARY AND NONCONTRIBUTORY CLAUSE- OTHER INSURANCE CONDITION.
GENERAL LIABILITY CONTAINS A WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) - AUTOMATIC ENDORSEMENT
BUSINESS AUTO LIABILITY CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER SUBJECT TO THE CONDITIONS OF THE BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY ENDORSEMENT.
WORKERS COMPENSATION CONTAINS A WAIVER OF SUBROGATION IN FAVOR OF THE CERTIFICATE HOLDER WHERE PERMITTED BY STATE STATUTE SUBJECT TO THE CONDITIONS OF THE TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT.
BUSINESS AUTO COVERAGE INCLUDES POLLUTION LIABILITY VIA THE CA 99 48, POLLUTION LIABILITY - BROADENED COVERAGE FOR COVERED AUTOS.
COMMERCIAL UMBRELLA FOLLOWS FORM ACCORDING TO THE TERMS, CONDITIONS, AND ENDORSEMENTS FOUND IN THE COMMERCIAL UMBRELLA POLICY.
BUSINESS AUTO POLICY INCLUDES THE MCS-90 ENDORSEMENT.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Auto Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Fikes Wholesale Inc

Endorsement Effective: 07/01/2024

SCHEDULE

Name of Person(s) Or Organization(s):

City of College Station

PO Box 9973

College Station, TX 77842-7973

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**POLLUTION LIABILITY - BROADENED COVERAGE
FOR COVERED AUTOS - BUSINESS AUTO AND
MOTOR CARRIER COVERAGE FORMS**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Covered Autos Liability Coverage is changed as follows:

1. Paragraph **a.** of the **Pollution** Exclusion applies only to liability assumed under a contract or agreement.
2. With respect to the coverage afforded by Paragraph **A.1.** above, Exclusion **B.6. Care, Custody Or Control** does not apply.

B. Changes In Definitions

For the purposes of this endorsement, Paragraph **D.** of the **Definitions** Section is replaced by the following:

- D.** "Covered pollution cost or expense" means any cost or expense arising out of:
1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a.** Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- b.** After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraphs **a.** and **b.** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

In the event of any payment for a loss under this Business Auto Coverage Part arising out of your ongoing operations, we agree to waive our rights under the TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US condition against any person or organization, its subsidiaries, directors, agents or employees, for which you have agreed by written contract, prior to the occurrence of any loss, to waive such rights, except when the payment results from the sole negligence of that person or organization, its subsidiaries, directors, agents or employees.

Includes copyrighted material of Insurance Services Office, Inc. with its permission.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY -
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

- (1) The additional insured is a Named Insured under such other insurance; and

- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	DESCRIPTION OF INTEREST IF APPLICABLE:
City of College Station PO Box 9973 College Station, TX 77842-7973	Any Coverage Provided by This Endorsement Applies Only to the Delivery of Fuel to Certificate Holder Locations in Texas.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Insured:

Fikes Wholesale Inc
PO Box 1287
Temple, TX 76503-1287

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

Endorsement for Motor Carrier Policies of Insurance for Public Liability under Sections 29 and 30 of the Motor Carrier Act of 1980

Issued to Fikes Wholesale Inc of TX
(Motor Carrier name) (Motor Carrier state or province)

Dated at Owatonna, MN 55060 on this 26th day of July, 2024

Amending Policy Number: 6047880 Effective Date: 07/01/2024

Name of Insurance Company: Federated Mutual Insurance Company

Countersigned by:



(authorized company representative)

The policy to which this endorsement is attached provides primary or excess insurance, as indicated for the limits shown (check only one):

- ☒ This insurance is primary and the company shall not be liable for amounts in excess of \$ \$1,000,000 for each accident.
- ☐ This insurance is excess and the company shall not be liable for amounts in excess of \$ _____ for each accident in excess of the underlying limit of \$ _____ for each accident.

Whenever required by the Federal Motor Carrier Safety Administration (FMCSA), the company agrees to furnish the FMCSA a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FMCSA, to verify that the policy is in force as of a particular date. The telephone number to call is: 888-333-4949.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

Accident includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

Motor Vehicle means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

Bodily Injury means injury to the body, sickness, or disease to any person, including death resulting from any of these.

Property Damage means damage to or loss of use of tangible property.

Environmental Restoration means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

Public Liability means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Motor Carrier Safety Administration (FMCSA).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the

company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions, and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately to each accident and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

SCHEDULE OF LIMITS - PUBLIC LIABILITY

Type of carriage	Commodity transported	Jan. 1, 1985
(1) For-hire (in interstate or foreign commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Property (nonhazardous)	\$750,000
(2) For-hire and Private (in interstate, foreign, or intrastate commerce, with a gross vehicle weight rating of 10,001 or more pounds).	Hazardous substances, as defined in 49 CFR 171.8, transported in cargo tanks, portable tanks, or hopper-type vehicles with capacities in excess of 3,500 water gallons; or in bulk Divisions 1.1, 1.2, and 1.3 materials, Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; in bulk Division 2.1 or 2.2; or highway route controlled quantities of a Class 7 material, as defined in 49 CFR 173.403.	\$5,000,000
(3) For-hire and Private (in interstate or foreign commerce, in any quantity; or in intrastate commerce, in bulk only; with a gross vehicle weight rating of 10,000 or more pounds).	Oil listed in 49 CFR 172.101; hazardous waste, hazardous materials, and hazardous substances defined in 49 CFR 171.8 and listed in 49 CFR 172.101, but not mentioned in (2) above or (4) below.	\$1,000,000
(4) For-hire and Private (In interstate or foreign commerce, with a gross vehicle weight rating of less than 10,001 pounds).	Any quantity of Division 1.1, 1.2, or 1.3 material; any quantity of a Division 2.3, Hazard Zone A, or Division 6.1, Packing Group I, Hazard Zone A material; or highway route controlled quantities of a Class 7 material as defined in 49 CFR 173.403.	\$5,000,000

* The schedule of limits shown does not provide coverage. The limits shown in the schedule are for information purposes only.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TEXAS WAIVER OF OUR RIGHT TO RECOVER
FROM OTHERS ENDORSEMENT

This endorsement, effective on 07/01/2024 at 12:01 A.M. standard time, forms a part of

Policy No. 1899477

Issued to Fikes Wholesale Inc

Issued by Federated Mutual Insurance Company

Endorsement No. 1



Authorized Representative

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization:

- ☒ Blanket Waiver

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

2. Operations:

3. Premium:

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

4. Advance Premium: **Included**

January 9, 2025

Item No. 6.3.

Greater Brazos Partnership Plug and Play Funding Agreement

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action to ratify a funding agreement with Greater Brazos Partnership for services related to Plug and Play in the amount not to exceed \$250,000.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): Staff recommends approval.

Summary: On November 11, 2024, the City Council authorized the City Manager to negotiate and sign a funding agreement with the Greater Brazos Partnership for services with Plug and Play, and then bring the agreement back for ratification. Plug and Play is a business startup accelerator program, and the vertical (area of focus) for this region will be Aerospace and Defense. Through the agreement with Greater Brazos Partnership, Plug and Play will fund four employees and have one office in College Station, with another at RELLIS.

Budget & Financial Summary: The cost of the program is \$1.5 million per year for three years, and the funding is split between TAMU at \$750,000; and the City of College Station, City of Bryan , and Greater Brazos Partnership funding \$250,000 each. The funding agreement between the City of College Station and Greater Brazos Partnership is \$250,000 per year for a period of three years. However, the City can choose not to move forward with future years.

Attachments:

1. Funding Agreement - Greater Brazos Partnership and City of College Station - Plug and Play
2. 11_11_2024 - Special Minutes - City Council

**CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF GENERAL FUNDS WITH
GREATER BRAZOS PARTNERSHIP, INC.
FOR PLUG & PLAY, LLC MEMBERSHIP**

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”) and the **GREATER BRAZOS PARTNERSHIP, INC.**, a Texas Non – Profit Corporation (“Agency”).

WHEREAS, City has the objective of promoting and facilitating activities that enhance the economic base of College Station through attraction, creation, expansion and retention of business and industry, focusing on value added to local resources and manufacturing; and

WHEREAS, Agency through its purpose shares this common goal with the City; and

WHEREAS, the City and Agency, formerly known as Brazos Valley Economic Development Corporation, entered into the FY25 Funding Agreement dated October 9, 2024, Contract No. 25300001; and

WHEREAS, the City desires to further assist Agency promoting economic development; and

WHEREAS, in partnership with Texas A&M University System, Agency has or will enter into an agreement with Plug & Play, LLC (“Plug & Play Agreement”), a company that will accelerate new business development specifically in the defense and aerospace industry, which will bring Plug & Play, LLC (“Plug & Play”) to the Brazos Valley and encourages the development of new business in this industry; and

WHEREAS, the combined annual cost of the Plug & Play Agreement and Texas A&M University’s corresponding agreement is \$1,500,000, and Texas A&M University agreed to split the cost with Agency and City of Bryan; and

WHEREAS, to cover its \$750,000 annual contribution, Agency needs support from Bryan and College Station and is requesting a three-way cost sharing split among the City of Bryan, City, and Agency; and

WHEREAS, the potential for economic growth that could come from this partnership with Plug & Play, including access to a wide range of contacts, funding and other resources, will more than offset the cost to the citizens that is part of this Agreement; and

WHEREAS, the City Council finds that it is in the best interests of the citizens of City to work with Agency to secure this new resource; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree, and contract as follows:

ARTICLE I DEFINITIONS

- 1.1 Agency** means the Greater Brazos Partnership, a Texas Non-Profit Corporation.
- 1.2 City** means the City of College Station, County of Brazos, and the State of Texas.
- 1.3 Contract Quarter** means any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.
- 1.4 Financial Activity Report** means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.
- 1.5 Financial Records** means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements, and audit reports.
- 1.6 Narrative Summary of Activity Report** means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency's work. Such report shall be submitted on the form attached herein as **Exhibit B**.
- 1.7 Performance Measure Report** means the quarterly report to determine the levels of service being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.
- 1.8 Event** includes but is not limited to any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

ARTICLE II STATEMENT OF WORK

- 2.1** Agency will enter into, or will continue to abide by, the Plug & Play Agreement, a copy of which is attached hereto as **Exhibit E**, and will ensure Plug & Play complies with its obligation in the Plug & Play Agreement.
- 2.2** The Plug & Play Agreement must require the following terms:
- (a)** Plug & Play must establish a startup accelerator program and corporate network focused on the Aerospace and Defense industry.
 - (b)** One (1) Plug & Play office will be located in City of College Station, which must be the primary office for Plug and Play.

- (c) Plug & Play will hire at least four (4) full time employees to work at the offices in Bryan and College Station, and the employees must spend at least fifty percent (50%) of the annual workplace hours within Brazos County.

2.3 Agency shall:

- (a) For those positions on the Advisory Committee for the Aerospace and Defense Program which Agency is entitled to occupy, allow College Station to appoint two (2) of the four (4) members of the Advisory Committee for the Aerospace and Defense Program. It is understood that Bryan will appoint the other two (2) members afforded to Agency.
- (b) Through Agency's right to access pursuant to the Plug & Play Agreement, provide to College Station access to Plug & Play's proprietary virtual platform called the "Playbook" which allows members to track engagement with startups and other information. Agency shall designate College Station, or an employee of College Station if an individual must be named, as one of its representatives authorized to create a profile on the platform and gain access to it.

2.4 The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

**ARTICLE III
PAYMENT**

3.1 For and in consideration of the activities satisfactorily performed by Agency under this Agreement, City shall provide per each Agreement term funding in the amount of **TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00)** from the City's General Fund within thirty (30) days of an invoice from Agency. The appropriated funds shall only be used by Agency to fund the Plug & Play Agreement. Agency will timely tender payment to Plug & Play in accordance with the terms of the Plug & Play Agreement. At College Station's request, Agency shall furnish to College Station an invoice along with documentation showing that the annual payment of \$750,000 from Agency to Plug & Play has been made.

3.3 City may withhold further payments and allocations if City determines Agency's expenditures materially deviate from their Statement of Work or if reports required herein are not submitted in a complete and timely manner.

**ARTICLE IV
RECORDS AND REPORTS**

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files, or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files, or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended, ("PIA"), and in the event of a request for disclosure of such records under the PIA, City will notify Agency and seek an opinion from the Attorney General's office before disclosure occurs.

4.4 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Reports. The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

4.6 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.8 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time, and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The initial Agreement term is from December 1, 2024 through November 25, 2025. This Agreement will automatically renew for up to two (2) additional one (1) year terms for three (3) total years, unless terminated as provided herein. Only those expenditures authorized under the Statement of Work, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination by City.

- (a) For Convenience by City.** This Agreement may be terminated by City for convenience by giving sixty (60) days advance written notice.
- (b) Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c)** Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1)** Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City.
 - (2)** Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period.

(3) A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency.

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach.

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to refund City the entire amount City has paid under this Agreement within thirty (30) days of City's written demand for same.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency shall indemnify, hold harmless, and defend the City, its Council members, officials, 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 attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Agency and funded 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 Agency, or any third party. 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.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded 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 Agency, or any third party. There shall be no additional release 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 VIII INSURANCE

8.1 The Agency shall procure and maintain, at its sole cost and expense for the duration 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 Agency, its officers, agents, volunteers, and employees.

8.2 The Agency's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit D**.

During the term of this Agreement Agency's insurance policies shall meet the minimum requirements of this section.

8.3 Types. Agency shall have the following types of insurance:

- (a) Commercial General Liability.
- (b) Business Automobile Liability; and
- (c) Workers' Compensation/Employer's Liability.

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

- (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 D**; and shall be approved by the City before work begins.
- (c) Agency 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.

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

- (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 \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000.00. 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 not exclude 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.

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

- (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.

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

- (a) Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required.
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers' 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".

ARTICLE IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee, or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection.

Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services, or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

9.8 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

9.10 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

9.11 Waiver of Terms. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

9.12 Agreement Read. The parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

9.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

9.14 Counterparts. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9.15 Invalid Provisions. If any provision of this Agreement 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 Agreement with legal terms and conditions approximating the original intent of the parties.

9.16 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Michael Ostrowski
Chief Development Officer
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842
mostrowski@cstx.gov

Agency:

Greater Brazos Partnership
1716 Briarcrest Drive, Suite 714
Bryan, Texas 77802

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed, and a verbal announcement must be made at the time of the activity.

9.19 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement.
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Agency 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 Agreement against a firearm entity or firearm trade association; and

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

9.20 Governmental Immunity. This Agreement is subject to the proper application of the doctrine of governmental immunity.

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

List of Exhibits:

- A. Statement of Financial Position
- B. Narrative Summary of Activity
- C. Performance Measures
- D. Certificates of Insurance
- E. Plug & Play Agreement with GBP

GREATER BRAZOS PARTNERSHIP, INC.

By: Susan Davenport

Printed Name: Susan Davenport

Title: President/CEO

Date: 12/31/2024

CITY OF COLLEGE STATION

Bryan C. Woods

City Manager

Date: 1/2/2025

Baron Longoria

City Attorney

Date: 12/31/2024

Jim Castro

Assistant City Manager

Date: 12/31/2024

EXHIBIT A
STATEMENT OF FINANCIAL POSITION

Brazos Valley Economic Development Corporation

Balance Sheet

As of August 31, 2024

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	\$3,363,206.51
Accounts Receivable	\$67,916.65
Other Current Assets	
1210 Prepaid Expenses	31,917.99
Total Other Current Assets	\$31,917.99
Total Current Assets	\$3,463,041.15
Fixed Assets	
1400 Fixed Assets	
1405 Furniture, Fixtures & Eqpt.	128,200.54
1490 Accumulated Depreciation	-94,476.26
Total 1400 Fixed Assets	33,724.28
Total Fixed Assets	\$33,724.28
TOTAL ASSETS	\$3,496,765.43
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	\$24,634.54
Credit Cards	\$18,486.48
Other Current Liabilities	
2010 Deferred Revenue	29,166.67
2020 Accrued Compensated Absences	6,135.82
Total Other Current Liabilities	\$35,302.49
Total Current Liabilities	\$78,423.51
Total Liabilities	\$78,423.51
Equity	\$3,418,341.92
TOTAL LIABILITIES AND EQUITY	\$3,496,765.43

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS
OR SCHEDULES

Substantially all disclosures required by GAAP are omitted.

Brazos Valley Economic Development Corporation
Budget vs. Actuals: FY24 Budget
AUGUST 2024

	Current Month				Year-to-Date		
	Actual	Budget	over Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Income							
4100 Brazos County - OP	\$ 29,167	\$ 29,167	\$ (0)	100.00%	\$ 320,833	\$ 350,000	91.67%
4101 City of Bryan - OP	29,167	29,167	(0)	100.00%	320,831	350,000	91.67%
4102 City of College Station - OP	29,167	29,167	(0)	100.00%	320,833	350,000	91.67%
4103 TAMU Partnership	29,167	29,167	-	100.00%	320,834	350,000	91.67%
4104 Invest Brazos Valley	(250)	33,333	(33,583)	-0.75%	243,000	400,000	60.75%
4119 International Gateway	-	2,000	(2,000)	0.00%	-	24,000	0.00%
4185 TCE - Mkt	5,000	5,000	-	100.00%	55,000	60,000	91.67%
4200 Interest Income - Operating	10,401	5,833	4,568	178.30%	114,798	70,000	164.00%
Total Income	131,818	162,834	(31,016)	80.95%	1,696,129	1,954,000	86.80%
Expenses							
5010 Conferences/Training	-	1,188	(1,188)	0.00%	23,131	14,250	162.32%
5100 Memberships	9,258	1,621	7,638	571.31%	26,000	19,446	133.70%
5200 Technology	7,255	9,056	(1,801)	80.11%	98,424	108,670	90.57%
5300 Professional Services	10,584	10,425	159	101.53%	106,850	125,100	85.41%
5400 Office Expenses	6,163	7,918	(1,755)	77.83%	75,417	95,020	79.37%
5600 Administration Costs	56,661	91,442	(34,781)	61.96%	626,953	1,097,300	57.14%
5700 Bus Dev/Mtkg-Hunting	19,625	42,054	(22,429)	46.67%	375,488	504,650	74.41%
Total Expenses	109,546	163,703	(54,157)	66.92%	1,332,263	1,964,436	67.82%
Net Operating Income	22,272	(869)	23,141		363,866	(10,436)	
Other Income and Expense							
Other Income	-				20,000	-	
Prior year surplus	-	-	-		-	450,000	
Website	-	8,333	(8,333)	0.00%	-	(100,000)	0.00%
Branding	5,150	20,833	(15,683)	0.00%	189,049	(250,000)	-75.62%
Net Other Income and (Expense)	(5,150)				(169,049)	100,000	
Net Income	\$ 17,122	\$ (30,035)	\$ 47,157	-57.01%	\$ 194,817	\$ 89,564	217.52%

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS
OR SCHEDULES

Substantially all disclosures required by GAAP are omitted.

BRAZOS VALLEY ECONOMIC DEVELOPMENT CORPORATION
CASH SCHEDULE
AS OF AUGUST 31, 2024

Bank accounts		
Prosperity Checking		\$ 60,173.16
Prosperity Money Market		1,745,981.67
TRUIST Savings		264,974.14
CD'S		
Amarillo National	250,000.00	
Extraco	250,000.00	
Frost	250,000.00	
Guaranty	250,000.00	
Truist	250,000.00	
Accrued interest	42,077.54	1,292,077.54
Total Cash		<u>\$ 3,363,206.51</u>
Restricted Cash:		
Matica Bio		32,000.00
Economic Development		1,449,465.10
Total Restricted Cash		<u>\$ 1,481,465.10</u>
Operating Cash		<u><u>\$ 1,881,741.41</u></u>

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS
OR SCHEDULES

Substantially all disclosures required by GAAP are omitted.

Brazos Valley Economic Development Corporation
A/R Aging Summary
As of August 31, 2024

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
BSW - College Station	\$ 5,000.00					\$ 5,000.00
Brazos County	29,166.66		0.02		0.01	29,166.69
City Bank			5,000.00			5,000.00
Exosent Engineering, LLC					2,500.00	2,500.00
HBI Office Solutions Inc					2,500.00	2,500.00
Jerry Nickerson					2,500.00	2,500.00
Joel Bryan					2,500.00	2,500.00
Matica Biotechnology			5,000.00			5,000.00
Oldham Goodwin					5,000.00	5,000.00
PNC Bank					5,000.00	5,000.00
SpawGlass			2,500.00			2,500.00
The Broaddus Companies					5,000.00	5,000.00
Twin City Endowment		(5,000.00)				(5,000.00)
Ubeo, Inc.			1,250.00			1,250.00
TOTAL	\$ 34,166.66	\$ (5,000.00)	\$ 13,750.02	\$ -	\$ 25,000.01	\$ 67,916.69

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS
OR SCHEDULES

Substantially all disclosures required by GAAP are omitted.

Brazos Valley Economic Development Corporation

A/P Aging Summary

As of August 31, 2024

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Salesforce, Inc.	10,598.37					\$10,598.37
UBEO, LLC	713.83					\$713.83
Zoetis LLC					0.00	\$0.00
Zoominfo Technologies LLC		13,322.34				\$13,322.34
TOTAL	\$11,312.20	\$13,322.34	\$0.00	\$0.00	\$0.00	\$24,634.54

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS
OR SCHEDULES

Substantially all disclosures required by GAAP are omitted.

Friday, September 6, 2024 02:58 PM GMT-05:00

EXHIBIT B
NARRATIVE SUMMARY OF ACTIVITY

EXHIBIT C
PERFORMANCE MEASURES

EXHIBIT D
CERTIFICATES OF INSURANCE



BRAZVAL-35

SABBOTT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2024

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 Dexter & Company of Central Texas, Inc. 4030 Highway 6 S. Ste. 310 College Station, TX 77845	CONTACT NAME: PHONE (A/C, No, Ext): (979) 764-8444 FAX (A/C, No): (979) 694-7603 E-MAIL ADDRESS:
INSURED Brazos Valley Economic Development Corporation 1716 Briarcrest Dr Suite 714 Bryan, TX 77802	INSURER(S) AFFORDING COVERAGE INSURER A: Sentinel Insurance Company, Ltd. NAIC # 11000 INSURER B: United States Liability Insurance Group 25895 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:			61SBAIV0359	6/22/2024	6/22/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 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			61SBAIV0359	6/22/2024	6/22/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			61SBAIV0359	6/22/2024	6/22/2025	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 \$
B	Directors and Office			NDO1554202L	6/22/2024	6/22/2025	Each Occurrence 1,000,000

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

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy contains a Broadening Endorsement with "Primary and Non-Contributory" wording. Waiver of Subrogation provided on the General Liability and Worker's Compensation policies only when there is a written contract between the named insured and the certificate holder that requires such status. 30 days notice of cancellation included.

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



BRAZVAL-05

MICHAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/3/2024

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 Cravens Warren Insurance Agency, Inc. 10011 W. Gulf Bank Rd. Houston, TX 77040	CONTACT NAME:	
	PHONE (A/C, No, Ext): (713) 690-6000	FAX (A/C, No): (713) 690-6020
INSURED G&A Outsourcing, LLC dba G&A Partners 17220 Katy Frwy; Suite 350 Houston, TX 77094	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Texas Mutual Insurance Company	
	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
	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 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ☐ Y ☐ N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001076234	3/1/2024	3/1/2025	☒ 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

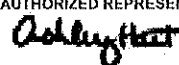
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Form WC 42 03 11, Texas Professional Employer Organization (PEO) Endorsement, extends coverage to the covered employees of Brazos Valley Economic Development Corporation, the client of the Named Insured.

The Workers Compensation policy includes 30 Days Notice of Cancellation in favor of Certificate Holder; where required by written contract; per Form WC 42 06 01.

The Workers Compensation policy includes Form #WC4203 04 B Texas Waiver of Our Right to Recover From Others Endorsement in favor of certificate holder where required by written contract.

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 

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

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 3/1/24 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001076234 of Texas Mutual Insurance Company effective on 3/1/24

Issued to: G & A OUTSOURCING LLC

DBA: G & A PARTNERS

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

2/9/23

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

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

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

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 3/1/24 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001076234 of Texas Mutual Insurance Company effective on 3/1/24

Issued to: G & A OUTSOURCING LLC

DBA: G & A PARTNERS

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

2/9/23

Texas Professional Employer Organization (PEO) Endorsement

This endorsement provides coverage for your covered employees to the client shown in the Schedule below.

This endorsement applies only if attached to a policy issued in your name as the primary insured, and only with respect to your client's and your covered employees under a professional employer services agreement between you and your client shown in the Schedule below.

Certain words and phrases in this endorsement are defined as follows:

Client means any person who enters into a professional employer services agreement with a PEO.

Coemployment relationship means a contractual relationship between a client and a PEO that involves the sharing of employment responsibilities with, or allocation of employment responsibilities to, covered employees in accordance with the professional employer services agreement and Texas Labor Code, Chapter 91.

Professional Employer Organization (PEO) means a business entity that offers professional employer services.

Covered employee means an individual having a coemployment relationship with a PEO.

Direct employee means an individual who is employed by a PEO or a client and does not have a coemployment relationship with a PEO.

Professional Employer Services Agreement means a contract between a PEO and a client that includes details of the coemployment relationship.

Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) apply to your covered employees to the client shown in the Schedule below. Under Part One, we will reimburse you for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

Under Part Two, the limits of our liability apply jointly to you and the client. Our duty is to provide a single defense for you and the client on a claim, proceeding, or suit for damages payable under this insurance.

The coverage afforded by this endorsement is not intended to satisfy the client's duty to secure its obligations under the workers compensation law for its direct employees.

If this policy is cancelled, we will send notice of such cancellation to you. You must notify each client by certified mail within three days of receipt of such notice.

Premium will be charged for covered employees of the client shown in the Schedule below. To satisfy your obligations under Part Five (Premium), C.2, you must maintain and furnish to us a complete payroll record by client for these covered employees.

Part Four (Your Duties If Injury Occurs) applies to you and to the client. The client will recognize our right to defend under Parts One and Two and our right to inspect under Part Six (Conditions).

Schedule

Client name

FEIN

Client ID

PER LIST ON FILE

Locations

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 3/01/24 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001076234 of Texas Mutual Insurance Company effective on 3/01/24

Issued to: G & A OUTSOURCING LLC

DBA: G & A PARTNERS

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

EXHIBIT E
PLUG AND PLAY AGREEMENT WITH GBP

PLUGANDPLAY

**Greater Brazos Partnership,
Inc.**

Founding Anchor Corporate Membership
Agreement

Innovation Triangle powered by Plug and
Play

This Founding Anchor Corporate Membership Agreement (“Agreement”) is made effective as of [October 01, 2024] (“Effective Date”), by and between Greater Brazos Partnership, Inc., whose principal office is located at 1716 Briarcrest Drive, Suite 714, Bryan, TX 77803 (hereinafter “CLIENT”) and Plug & Play, LLC (also doing business as “Plug and Play Tech Center”) a California limited liability company whose principal office is located at 440 North Wolfe Road, Sunnyvale, CA 94085 (hereinafter “Plug and Play”). Plug and Play and CLIENT hereinafter jointly referred to as the “Parties” and individually to as the “Party.”

1. The Scope of the Agreement

1.1. CLIENT is seeking a deeper engagement with Plug and Play to drive and attract business growth opportunities for CLIENT through innovation initiatives pertaining to partnership, pilots, acquisition, or investment between participating stakeholders and startup companies and establishing CLIENT as an innovation leader in the Texas Aerospace and Defense industries. To ensure CLIENT’s success as a strategic member of Plug and Play’s ecosystem, Plug and Play will provide the services described in this agreement for the Aerospace and Defense Program through a program located in the greater Bryan-College Station area.

1.2. Custom Innovation Platform—Plug and Play Aerospace and Defense Vertical

1.2.1. The execution of the Agreement will grant CLIENT a status of “Founding Anchor Member” of the Innovation Triangle powered by Plug and Play in the Bryan – College Station, Texas region.

1.2.2. As a Founding Anchor Member, CLIENT will pay the fees described in **Exhibit A** and benefit from the services listed in Section 2

1.2.3. At no time will Plug and Play provide information from CLIENT or the greater Bryan-College Station region to the People’s Republic of China, Iran, Russia or North Korea, or any other country sanctioned under federal law such as OFAC, without CLIENT approval.

2. Founding Anchor Benefits—Plug and Play Texas Aerospace and Defense

Plug and Play will establish a startup accelerator program and corporate network focused on the Aerospace and Defense industry. Plug and Play guarantees that it will accelerate two groups of startups per Segment (each, a "Batch") and provide workshops, mentorship sessions, EXPOs, business development, and investment opportunities to CLIENT, Additional Members and startups accepted to each Batch (the “Aerospace and Defense

Program”). As a Founding Anchor Member of the Aerospace and Defense Program, CLIENT will receive the following:

- 2.1. Plug and Play shall employ not fewer than four (4) Full-Time Employees at the Facility for the Aerospace and Defense Program by the end of the first Segment (as defined on Exhibit A); hiring will be done such that there is sufficient staffing to operate the Batches and the Program in Segment 1 and all future Segments. FTE shall be defined to mean an employee whose job requires a minimum of 1,920 hours per year over a 12-month term (40 hours per week), including allowance for vacation and sick leave, and primarily and substantially employed on-site at the Facility. Use of a staffing agency is permitted provided all of the conditions herein are met. An FTE is primarily and substantially employed on-site if less than 50% of such employee’s annual working hours are spent outside of the Brazos County, TX region. CLIENT and Plug and Play may provide input or recommendations for FTE candidates; however, Plug and Play shall have final authority regarding employment and compensation decisions.
- 2.2. Committee Member: CLIENT will occupy up to four positions on the Advisory Committee (a “Committee Member”) for the Aerospace and Defense Program. The "Advisory Committee" consists of the Committee Members from all Founding Anchor Members and Anchor Members of the Aerospace and Defense Program that will guide the trajectory of that program specifically.
- 2.3. Program Focus: CLIENT, as a Committee Member of the Aerospace and Defense Program Committee, will have the opportunity to set the technology focus and application call for the Aerospace and Defense Program respectively.
- 2.4. Elite List: Plug and Play will complete the initial review and vetting of the applications to select a list of qualified startups (the “Elite List”) to be considered for admittance into the upcoming Batch of either Program. Committee Members of the specific Program will receive the Elite List for that program, and from the Elite List Committee Members will vote to select startups to be reviewed at Selection Day.
- 2.5. Selection Day: “Selection Day” is a pitch event for startups selected from the Elite List to be considered for admittance to a program. CLIENT, as a Committee Member, will review the startups selected to pitch at Selection Day and vote to select startups to admit to the Program along with other Committee Members.
- 2.6. EXPOs: "EXPO" takes place at the conclusion of each Batch for each of the Aerospace and Defense Program, either in person or virtually. Each EXPO includes three-minute presentations from the startups in each Batch, panelist discussions and keynote speeches focused on the Batch. Attendees of each EXPO includes entrepreneurs, venture capitalists, Plug and Play corporate members, developers, investors, government entities, and universities. CLIENT may send representatives

to attend EXPO and will receive a one three to five-minute speaking slot. Plug and Play may grant longer speaking engagements depending on topic and speaker.

2.7. Additional Members: Plug and Play may, in Plug & Play's discretion, engage with third parties to become a corporate member of the Aerospace and Defense Program by signing an agreement with Plug and Play. (each, an "Additional Member").

2.7.1. Plug and Play will allocate services to the Additional Member pursuant to the agreement between Plug and Play and the Additional Member and the Additional Member will pay Plug and Play for its services. In no event will payments made by Additional Members have any effect on CLIENT's payment obligations to Plug and Play.

2.7.2. Within five (5) business days of Plug and Play's execution of an agreement with an Additional Member, Plug and Play shall provide written notice to CLIENT of such agreement, and such notice may include the Additional Member's name and fees to be paid by the Additional Member if approved by the Additional Member for disclosure. In addition to the foregoing notice, Plug and Play shall on at least a quarterly basis submit to CLIENT written status reports reflecting the total number of Additional Member agreements executed, total Additional Member funds received, and the names of prospective Additional Members. As each Additional Member joins the Program, Plug and Play will allocate resources to the Additional Member and the Program to ensure (i) appropriate service support to the Additional Member and (ii) sustained growth of the Program.

2.8. Office Space.

2.8.1. College Station: CLIENT will assist Plug and Play in finding a mutually agreeable, suitable and sufficient fully equipped and functional office in College Station, Texas. Such office will serve as the primary co-working space for the startups participating in the Aerospace and Defense Program, office space for the management team of the Aerospace and Defense Program, and a meeting space for networking and training events (the "Facility"). Plug and Play will enter into a separate lease for the Facility and be responsible for the costs and expenses of the Facility including rent, utilities, and all related operating costs.

2.8.2. RELIS: Plug and Play will acquire additional office space on or near The Texas A&M University System's RELIS campus (the "Relis Facility"). The Relis Facility will serve, as-needed, as co-working space for the startups participating in the Aerospace and Defense Program, office space

for the management team of the Aerospace and Defense Program, and a meeting space for small networking and training events.

2.9. Sourcing and Startup Introductions

2.9.1. Private Dealflow Sessions: Plug and Play will facilitate private introductions between CLIENT and startups based on CLIENT's business challenges. These connections are made through "Dealflow Sessions"—up to six per Segment, with six being allocated to the Texas Aerospace and Defense industry per this Agreement. Each Dealflow Session is structured as follows:

- a)** CLIENT shall provide Plug and Play notice of its intention to participate in a Dealflow Session. Plug and Play will, within four weeks of receipt of such notice, deliver a pre-screened list of startups to CLIENT and allow CLIENT to select up to eight startups it wishes to meet. Of the eight startups chosen by CLIENT, Plug and Play will arrange for CLIENT to meet (virtually or in-person) up to four startups during the Dealflow Session.
- b)** At the Dealflow Session, each of the selected startups will present to CLIENT, followed by open discussions between the selected startups and CLIENT
- c)** If CLIENT or any of its employees, contractors or representatives are unable to attend the Dealflow Session in person, Plug and Play will arrange a virtual or extended Dealflow Session to accommodate CLIENT's schedule.

2.9.2. Ad-Hoc Introductions: Plug and Play will make ad-hoc introductions between CLIENT, Additional Members, and startups as new opportunities arise during the Term (defined in Exhibit A: Fee Schedule).

2.9.3. Playbook: During the Term, CLIENT may access Plug and Play's proprietary virtual platform called "Playbook". Playbook allows corporate members to easily track engagement with startups and includes a database of startup profiles, exclusively for Plug and Play's corporate members' use. CLIENT's representatives that wish to use Playbook must first create a profile on the Playbook platform.

2.10. Events & Workshops

CLIENT's marketing and business development representatives are invited to participate and promote CLIENT's brand and products at all Aerospace and Defense events and workshops. Plug and Play will provide:

2.10.1. Community Events: During the Term, Plug and Play will host events to build community within the innovation ecosystem focused on exposure between members of the Aerospace and Defense Program members and members of other programs, and startups. CLIENT may attend any community event during the Term.

2.10.2. Internal Events: Plug and Play will invite CLIENT to regular internal events during the Term, including, but not limited to, workshops, conferences, and roundtable discussions in the Aerospace and Defense industries. Plug and Play may invite CLIENT to internal events relating to other industries in Plug and Play's sole discretion.

2.10.3. Friday Pitch Sessions: The Friday Pitch Sessions ("FPS") provide a platform for startups to interact with corporate executives, serial entrepreneurs, and investors at the Silicon Valley location every Friday. The four weekly, themed FPS meetings include: Money tech, Hard tech, Health tech, Software tech. CLIENT may attend any FPS either virtually or in-person.

2.11. Community, Branding, and Marketing

2.11.1. Public Relations: CLIENT and Plug and Play will work together to submit a press release announcing the collaboration. Additionally, this collaboration will be promoted at all Plug and Play's events and in event materials, including, but not limited to, event room screens, event programs, and pop-up banners

2.11.2. Branding in Silicon Valley: A CLIENT placard will be positioned on Plug and Play's strategic member wall at its Silicon Valley headquarters. Plug and Play will also note CLIENT as a member on its website.

3. Authorization for use of Name, Trademark(s), Logo(s) and other Identifying Marks

3.1. As a condition of this Agreement, CLIENT hereby authorizes Plug and Play the right to use CLIENT's logo and trademarks ("Marks") in the following manner:

- A sign in Plug and Play's Silicon Valley and Bryan - College Station facilities.
- Event materials including, but not limited to, event room screens, event programs, and pop-up banners.

- Inclusion of CLIENT's name and logo on Plug and Play's website (www.plugandplaytechcenter.com).

3.2. In any other instance, Plug and Play will ask for written permission from CLIENT to use the Marks, which shall not be unreasonably withheld. The request for permission and the grant of permission may be delivered and received via email or other forms of electronic communication. CLIENT shall retain all and any intellectual property rights, title or interest in or to any of the Marks used by Plug and Play.

3.3. CLIENT may use and publish Plug and Play's name, logo and trademarks ("Plug and Play Marks") in its marketing and promotional material with Plug and Play's prior written consent. For the avoidance of doubt, Plug and Play shall retain all and any intellectual property rights, title or interest in or to any of the Plug and Play Marks used by CLIENT.

4. Intellectual Property

4.1. Plug and Play shall own no right, title and interest in and to all intellectual property created by CLIENT and a technology startup company introduced to CLIENT through the services provided by Plug and Play in connection with this Agreement, including without limitation, all logos, trademarks, names, ideas, concepts, creative materials, promotional materials, advertising, and graphics, including all copyrights and proprietary rights therein, and any inventions and discoveries first conceived or developed, whether or not protected by patent, trade secret or copyright.

4.2. If Plug and Play and CLIENT desire to develop jointly any intellectual property during the Term, then the Parties shall execute a separate development agreement prior to starting any such development. The development agreement shall include, among other things, the Parties' mutual understanding about ownership of any developments.

5. Confidentiality

5.1. Prior to and during the Term, the Parties will be exposed to certain valuable confidential information that each deems confidential (hereafter the "Confidential Information"). This Confidential Information includes, but is not limited to, trade secrets, processes, reports, studies, statistics, writings, documents, files, procedures, business plans, marketing plans, business records, financial information, methods and techniques, customer and client lists, business contact lists, intellectual property, and any and all information related to each Parties respective business. For the avoidance of doubt, Confidential Information also includes the terms of this and any other agreement Client has with Plug and Play. The Parties understand that each has invested substantial effort into developing this Confidential Information. Because unauthorized disclosure of the Confidential Information would irreparably damage the Parties, each agree to keep any

Confidential Information confidential and only use Confidential Information in furtherance of this Agreement. Parties agree that they shall not disclose (except to employees or representatives of a Party who have a need to know such information), market, develop, or cause to be marketed the other Party's Confidential Information without prior written consent. Business decision and discussions regarding the internal business matters of Plug and Play are confidential and not public information. This confidentiality provision shall survive the expiration or earlier termination of this Agreement and shall continue for a period of three (3) years.

- 5.2. The obligations set forth in the section above shall not apply to any Confidential Information with respect to which each Party can demonstrate:
 - 5.2.1. was in its possession prior to the time of disclosure by the disclosing Party hereunder and was not acquired directly or indirectly from the other Party
 - 5.2.2. was in the public domain at the time of disclosure, or subsequently became part of the public domain through no fault of the receiving Party; or
 - 5.2.3. was legally received from a third party who represents in writing that it was not subject to a confidentiality agreement regarding the information.
- 5.3. All Confidential Information disclosed by the disclosing Party under this Agreement, whether in a tangible form (including, without limitation, information incorporated in computer software or held in electronic storage media) or during all and any oral communication, shall be and remain property of the disclosing Party.
- 5.4. To the extent the recipient of Confidential Information is required to disclose such information in order to comply with the requirements of applicable law, regulation, or order of a court, the recipient must (a) promptly give prior written notice of such disclosure to the disclosing Party and (b) take commercially reasonable actions to avoid such disclosure, to minimize the extent of any such legally required disclosure, and to cooperate with any efforts by the disclosing Party to prevent such disclosure by seeking a protective order.

6. Indemnity

Each Party shall defend, indemnify and hold harmless the other Party, its parents, affiliates, and each of their respective directors, officers, employees, shareholders and all of their respective successors and permitted assigns (the "Indemnified Parties"), from and against any and all suits, claims, actions, liabilities, losses, damages, costs and expenses (including, but not limited to, interest, penalties, reasonable attorneys' fees and other expenses of litigation) and causes of action of whatsoever kind (collectively referred to as "Claims") which may be incurred by, asserted against, or recoverable from any Indemnified Party

arising out of or relating to any of the Services performed or accepted by each Party under this Agreement

7. Limitation of Liability

Except for the indemnification obligations above, the liability for either Party under this Agreement shall be limited to the total amount of fees paid by Client to Plug and Play and in no event shall either Party be liable to the other Party for any special, incidental, punitive, or consequential damages.

8. Term and Billing

See **Exhibit A: Fee Schedule** attached to and incorporated in this Agreement for details.

9. Termination

Either Party may terminate this Agreement (the “Non-Breaching Party”) for the other Party’s material breach (the “Breaching Party”) of this Agreement by providing the Breaching Party written notice of the material breach. The Breaching Party shall have 90 days to cure such material breach, and if the Breaching Party fails to cure such material breach during the notice period, the Non-Breaching Party may terminate this Agreement. As used in this paragraph, “material breach” means (i) CLIENT’s failure to pay invoices when due, (ii) the insolvency or bankruptcy of either Party including becoming the subject matter of any proceeding relating to its bankruptcy, insolvency, receivership, liquidation, dissolution, winding up or entering into a plan of arrangement or similar agreement with its creditors, or (iii) failure by Plug and Play to begin or continue the Program.

10. Relationship of the Parties

Neither Party is, nor represents itself to be, an agent, employee, partner or joint venture of the other Party. Neither Party shall, unless otherwise specified in this Agreement or in a writing signed by both Parties, make promises, representations or warranties that incur any liability for or on behalf of the other Party. The relationship of the Parties is non-exclusive unless otherwise specifically agreed to in writing by the Parties.

11. Notices

Any notices given under this Agreement shall be in writing to the following addresses:

Plug & Play, LLC
Attention: Arif Omer Gozen
Address: 440 North Wolfe Road,
Sunnyvale, CA 94085, United States
Email: omer@pnptc.co
m

Greater Brazos Partnership
Attention: Susan Davenport
Address: 1716 Briarcrest Drive, Suite 714,
Bryan, TX 77802
Email: sdavenport@brazosvalleyedc.org

12. Severability

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 or judicial authority finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited but only to the minimal extent required to make the provision valid and enforceable.

13. Entire Agreement

This Agreement, together with all Exhibits referenced herein (a) constitutes the entire Agreement between the Parties regarding this specific subject matter; (b) is the complete and exclusive statement of the terms thereof; and (c) it supersedes all prior oral or written agreements between the Parties with respect to this specific subject matter. Any modifications to the terms of this Agreement must be in writing and signed by an authorized representative of each Party.

14. Force Majeure

Neither Party shall be liable for any delays in performance hereunder due to circumstances beyond its control including, but not limited to, acts of nature, acts of governments, delays in transportation, and delays in delivery or inability of suppliers to deliver. CLIENT shall have the option to terminate any and all obligations under this Agreement by so notifying Plug and Play in writing if the delay in performance exceeds 30 days from the originally agreed upon performance date.

15. Choice of Law

This Agreement shall be interpreted and enforced according to the applicable federal laws of United States of America and the state laws of California without application of its conflict of law or choice of law rules.

16. Assignment

This Agreement shall bind and be for the benefit of the Parties and their heirs, fiduciaries, and permitted successors and assigns. Neither Party may assign its rights or delegate its obligations under this Agreement, except to a present or future affiliate upon written notice to the other Party.

17. Representations and Warranties

The Parties executing this Agreement on behalf of Plug and Play and CLIENT represent and warrant that they have the authority from their respective governing bodies to enter into this Agreement and to bind their respective companies to all the terms and Conditions of this Agreement.

18. Other

Neither Party's failure to insist upon strict performance of any provision of this Agreement will be construed as a waiver of any of its rights hereunder. This Agreement may be signed in counterparts, which together shall be one contract. Faxed or scanned signatures will be treated as original.

(Signature page follows)

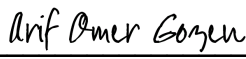
Acknowledged, Accepted and Agreed:

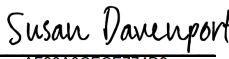
Plug & Play, LLC

Greater Brazos Partnership, Inc.

Represented by: Omer Gozen

Represented by: Susan Davenport

DocuSigned by:

74F3A9925312447...

Signed by:

AF30A0CECE774D9...

Name: Omer Gozen

Name: Susan Davenport

Title: Partner

Title: President/CEO

Date: 11/11/2024

Date: 11/11/2024

Exhibit A: Fee Schedule

Description of Work	Segment Amount	Segment Term
Founding Anchor Membership -Aerospace and Defense – Segment 1	\$750,000.00	Start Date: December 01, 2024 End Date: November 30, 2025
Founding Anchor Membership-Aerospace and Defense – Segment 2	\$750,000.00	Start Date: December 01, 2025 End Date: November 30, 2026
Founding Anchor Membership -Aerospace and Defense – Segment 3	\$750,000.00	Start Date: December 01, 2026 End Date: November 30, 2027

Term, Billing, and Tax:

The term of this Agreement shall commence on the Effective Date and shall continue until November 30, 2027, unless earlier terminated as provided for below (the “Term”). Each 12-month period of the Term commencing on December 01 is a “Segment.”

Plug and Play will invoice CLIENT on the first date of each Segment listed above, in the amount designated for that Segment. Payments made under this Agreement are made in advance and are not refundable. CLIENT shall pay Plug and Play no later than 30 days after receipt of an invoice from Plug and Play. Failure of CLIENT to pay any amount when due may result in a late penalty commencing on the due date of such payment until the date paid at a rate of 1.5% per month (18% per annum), or the maximum amount allowed by law, whichever is less.

All amounts payable under the Agreement are exclusive of any taxes or other government charges incurred by Plug and Play as a result of provision of the services to CLIENT pursuant to the Agreement. CLIENT will pay any and all (a) sales, use, excise or other taxes (other than taxes measured on the income of Plug and Play) and (b) regulatory fees or surcharges of all governmental authorities, applicable to the services provided to CLIENT under this Agreement.

The CLIENT is entering into this Agreement conditioned on and in reliance on the following supporting agreements, and the existence of and the funding through the supporting agreements forming part of the consideration for the CLIENT’s obligations under this Agreement.

1. The Texas A&M University System is contemporaneously entering into a Corporate Membership Agreement with Plug and Play for services related to the Aerospace and Defense Program (the “TAMU Agreement”).
2. The City of Bryan, Texas, by and through a Supplemental Funding Agreement with the CLIENT, will fund one-third of the Segment Amount when such amount becomes due.
3. The City of College Station, Texas, by and through a Supplemental Funding Agreement with the CLIENT, will fund one-third of the Segment Amount when such amount becomes due.

The Supplemental Funding Agreements referenced above with the City of Bryan and the City of College Station collectively are referred to as the “**Supporting Agreements**” and the Texas A&M University System, the City of Bryan, and the City of College Station are referred to as the “**Funding Partners**”.

If prior to the date on which any Segment Amount is due and payable one or both of the Supporting Agreements are rejected or rescinded or the Funding Partner for the Supporting Agreement fails to timely pay CLIENT under the respective Supporting Agreement, then Plug and Play will (i) ratably reduce the Segment Fees in an amount equal to the loss of funding from the rejected, rescinded or unpaid Supporting Agreement and (ii) proportionally reduce the services listed in Section 2 to account for the reduction in the Segment Fee payable by CLIENT to Plug and Play.

If prior to the date on which any Segment Amount is due and payable the TAMU Agreement has terminated either as the result of termination by the Funding Partner or termination by Plug & Play, then the CLIENT may terminate this Agreement effective as of the end of the then-current Segment by providing Plug and Play with written notice prior to the end of the then-current Segment.). If this Agreement is terminated in accordance with this paragraph, the CLIENT will not be obligated to pay the Segment Amount that had come due, and the CLIENT will have no further obligations under this Agreement.

MINUTES OF THE CITY COUNCIL SPECIAL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
NOVEMBER 11, 2024

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John P. Nichols, Mayor

Council:

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

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 Manager

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 4:01 p.m. on November 11, 2024, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. SPECIAL ITEMS

2.1. Presentation, discussion, and possible action regarding the approval of a Plug & Play LLC funding agreement between the City of College Station and the Greater Brazos Valley Partnership.

Michael Ostrowski, Chief Development Officer, stated that the Economic Development Committee discussed a Plug & Play LLC funding agreement with the Greater Brazos Partnership (formally BVEDC) regarding an arrangement with an innovation platform to drive and attract business growth opportunities in the Brazos Valley region through a startup accelerator program. The request is for \$250,000 from the city annually for a period of three years. Texas A&M, the City of Bryan, and the Greater Brazos Partnership would also be funding partners.

Funding Agreement with Greater Brazos Partnership (GBP)

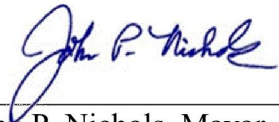
- Startup accelerator program

- Focus on verticals – Aerospace and Defense
- Four employees and establishment of an office in both College Station and at RELLIS
- Will accelerate two groups of startups per segment (year), deal flow sessions of six per segment, community events (e.g. pitch sessions)
- \$1.5 million per year for 3 years
- Funding split (per year): TAMU - \$750,000; City of College Station, City of Bryan, and Greater Brazos Partnership - \$250,000 each
- Plug and Play's agreements are with TAMU and GBP. Cities then have a separate funding agreements with GBP

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Yancy, the City Council voted five (5) for and none (0) opposed, to direct the City Manager to negotiate and enter into an agreement between the City of College Station and the Greater Brazos Partnership for the funding of a Plug & Play LLC startup accelerator program and bring that contract back to council for ratification. The motion carried unanimously.

3. Adjournment.

There being no further business, Mayor John P. Nichols adjourned the Special Meeting of the City Council at 4:17 p.m. on Monday, November 11, 2024.



John P. Nichols, Mayor

ATTEST:


Tanya Smith, City Secretary

January 9, 2025
Item No. 7.1.
Legislative Program

Sponsor: Ross Brady, Assistant to the City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution establishing the City's legislative program for the 89th session of the Texas Legislature.

Relationship to Strategic Goals:

Good Governance

Recommendation(s):

Summary: The City's legislative program establishes the City's official position on key areas of legislation and directs staff to convey the City's position to members of the Texas Legislature.

Budget & Financial Summary:

Attachments:

1. Resolution-Legislative Action Plan - 2025

Proclamation

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ADOPTING THE 2025 LEGISLATIVE PROGRAM FOR THE CITY OF COLLEGE STATION, TEXAS; DIRECTING THE CITY MANAGER OR HIS DESIGNEE TO ACT WITH REGARD TO THE CITY'S 2025 LEGISLATIVE PROGRAM; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the 89th Session of the Texas Legislature will convene on January 14th; and

WHEREAS, it is anticipated there will be many legislative issues affecting local government considered; and

WHEREAS, City staff prepared the recommended 2025 Legislative Program attached hereto as Exhibit "A" and the 2025 Legislative Program has been reviewed by the City Council of the City of College Station; and

WHEREAS, the City Council maintains such a 2025 Legislative Program is in the best interest of the City and the College Station community (i.e., residents and businesses), and thus should be adopted, and forwarded for consideration by the State Legislature; and

WHEREAS, the City Council wishes to direct the City Manager to take action with regard to the 2025 Legislative Program as outlined below; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1:** Exhibit "A" is hereby adopted and approved as the 2025 Legislative Program for the City of College Station.
- PART 2:** The City Manager is directed to communicate the items included in the 2025 Legislative Program to members of the Texas Legislature, in general, or to the appropriate legislative staff, committees, or committee members.
- PART 3:** For those items designated as "support" by the City Council, the City Manager is directed to actively pursue passage of the appropriate legislation. The City Manager's efforts to obtain passage of the legislation may include drafting appropriate legislation, seeking a sponsor, and actively pursuing passage of such legislation by providing testimony and through other means.
- PART 4:** For those items designated as "oppose" by the City Council, the City Manager is directed to attempt to impede the passage of any such legislation.
- PART 5:** It is recognized this policy will often be implemented in the context of great numbers of legislative proposals being considered within short time periods. City representatives, under the direction of the City Manager, shall be authorized

to act on behalf of the City consistent with the necessary broad policy concerns set forth in this program.

PART 6: This Resolution shall take effect immediately from and after its passage.

ADOPTED this 9^h day of January, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

2025 LEGISLATIVE PROGRAM

The 2025 Legislative Program is a guide for City of College Station (“City”) positions and priorities.

The purpose of the City’s legislative efforts is to serve the citizens and businesses of College Station by advocating for policies which will be in the best interest of the College Station community. Many significant decisions affecting Texas cities are made by the Texas Legislature. During the 2023 session, out of the 8,000 bills or resolutions filed, more than 1,800 bills would have affected Texas cities in a substantial way.

LOCAL CONTROL

The City maintains that citizens and businesses are best served by policies made at the level of government closest to the people. It is the elected members of the city council who best understand the needs and expectations of their communities. Therefore, the City will seek to preserve home rule authority by opposing bills which will allow the state to preempt municipal authority or erode the City’s authority to govern locally.

The city will oppose legislation which will:

- Impose further revenue and/or tax caps of any kind
- Erode the ability of a city to issue debt
- erode municipal authority related to development matters, including annexation, eminent domain, zoning, building codes, tree preservation, short-term rentals, the extraterritorial jurisdiction, and manufactured housing.
- Erode the authority of a city to be adequately compensated for the use of its rights-of-way and/or erode municipal authority over the management and control of rights-of-way.
- Limit or prohibit the authority of city officials to use municipal funds to communicate with legislators.

PROTECTING WATER RESOURCES

As the population and economy of Texas grows there will be additional demands on the State’s natural resources. One of the most concerning of these resources is groundwater. The potential transfer of groundwater from the region to other areas poses a threat to the stability of the City’s water supply and infrastructure. Additionally, increased water use driven by droughts and regional growth will continue to impact the city’s primary drinking water source—deep underground aquifers.

The City will support legislation which will:

- establish the prioritization of water rights based on the date at which an entity’s claim to the groundwater was filed with the State of Texas, similar to the priority date system of permitting used to regulate access to surface water,

- allow a municipality to count their service territory as part of an area legally controlled as far as acreage and drilling wells.

TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) FUNDING FOR PEDESTRIAN CROSSINGS ON FM60

Northgate has become the densest residential district in our City, with over 8,000 current beds, and an additional 2,300 coming soon through projects which have already been permitted. This is a 758% increase since 2011, when there were only 1,200 beds in Northgate. East of Northgate, an urban, mixed-use development known as Century Square, has developed. This thriving district hosts restaurants, hotels, retail, and entertainment spaces. However, these two growing neighborhoods are separated from the TAMU campus by FM60, also known as University Drive, a highway with over 48,000 vehicles traversing it each day.

The City will pursue efforts to secure funding for two grade-separated pedestrian crossings linking Texas A&M University with Northgate and Century Square, establishing a safe connection between campus and these two neighborhoods. The need for these crossings has been recognized for years. In 2018 the Bryan College Station MPO conducted a connectivity study which identified the need for safer bicycle and pedestrian crossings in this area.

The City has requested federal community project funding to assist with design. The funding was passed through the House Committee for Transportation, Housing and Urban Development, and is expected to pass with the Federal Budget, in March.

TxDOT funding is needed for construction, which may begin in 2028 or 2029.

Texas A&M University and the MPO are in support of this project.

EXTRA TERRITORIAL JURISDICTION (ETJ) REGULATIONS

College Station believes cities have a right by statute to regulate their ETJ. In the 88th Legislative Session SB 2038, was passed with the intent to allow property owners to petition to leave a municipality's ETJ. The City has concerns about the negative impacts SB 2038 will have on our community, current and future taxpayers, quality of life, infrastructure, and core services. SB 2038 violates Article II, Section 1 of the Texas Constitution (the separation of powers) because its petition mechanism constitutes an unconstitutional delegation of authority to private parties. Also, SB 2038 violates the City's grant of legislative discretion to reduce the ETJ by ordinance or resolution under Texas Local Government Code section 42.023.

The City seeks a resolution to this issue through revisions to SB 2038 which will remove the constitutional conflict.

HOTEL OCCUPANCY TAX (HOT) FUNDING FOR A CONVENTION CENTER

The City supports legislation which will allow College Station to utilize HOT revenues to promote tourism through the construction of a convention center.

January 9, 2025
Item No. 8.1.
Fraternity Row Rezoning - Aggieland Pregnancy Outreach

Sponsor: Gabriel Schrum

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 boundary from R-4 Multi-Family to MF Multi-Family for approximately 2.018 acres at 550 Fraternity Row, being Lot 1, Block 70 of the Southwood Valley Phase 28 Subdivision, generally located at of the intersection of Fraternity Row and Deacon Drive.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): This item was heard at the January 2, 2025 Planning and Zoning Commission meeting where the Commission voted 5-0 to recommend approval.

Summary: This request is to rezone approximately 2.018 acres of land located at 550 Fraternity Row from the retired zoning district R-4 Multi-Family to a current zoning district of MF Multi-Family. The subject property was originally platted in 1972 and has been utilized as a fraternity house up into the recent past in which it has sat vacant. The applicant intends to rezone the lot for Dormitory use providing housing for the residents with a common kitchen, restrooms, living rooms, and overall gathering space. They will also provide an office space within the structure which would not have been allowed by the retired R-4 zoning district.

REZONING REVIEW CRITERIA

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

The subject property is designated on the Comprehensive Plan Future Land Use & Character Map as Urban Residential. For the Urban Residential land use, the Comprehensive Plan provides the following:

Areas that are appropriate for a range of high-density multifamily and attached residential development in various forms including townhomes, apartment buildings, mixed-use buildings, and limited non-residential uses that are compatible with the surrounding area.

The intent of the district is to:

- Accommodate a wide range of attractive multifamily housing for a diverse population. Buildings may be clustered and grouped. Building setback from street varies but is generally consistent within a development.
- Provide vehicular and pedestrian connectivity between developments
- Accommodate streetscape features such as sidewalks, street trees, and lighting
- Support commercial, service, office uses, and vertical mixed-use within redevelopment areas

The zoning districts that are generally appropriate within this land use include: Multi-family, townhouse, mixed-use, and limited suburban commercial zoning.

The proposed rezoning is in line with the Comprehensive Plan as the request is to update zoning to the current district of MF Multi-Family and will maintain the nature of the development with an integrated office space.

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

The subject property is adjacent to low to medium-density residential development with detached single-family dwellings to the north, east and as well as to the west across Deacon Dr. The adjacent property to the south is developed as a fraternity house. The MF Multi Family zoning district is designed for areas having intense development. This district is flexible and allows for townhomes, single-unit dwellings, two-unit dwellings, multi-family buildings, and optional mixed-use development. While the multi-family use is already allowed within the existing retired zoning district of R-4, the applicant has indicated that they would like to utilize a portion of the existing structure for an office. Non-residential uses are permitted up to a maximum of fifty percent of the total floor area if incorporated into the residential structure in the MF Multi-Family zoning district.

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 uses allowed within the proposed zoning district. The site has adequate space to meet the minimal dimensional standards for the zoning district.

4. Whether there are 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 surrounding the site is adequate to support the needs of this zoning change. Site-specific improvements necessary to support the development such as sanitary sewer connections, drainage, and any other infrastructure required with the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. A TIA was not required on this rezoning request as the potential trip rate is below the 150 peak trip threshold.

5. The marketability of the property:

The uses allowed by the proposed zoning district are generally marketable for the area. The applicant states that, "the property is marketable for multi-family housing since it has previously been used for multi-family housing."

Budget & Financial Summary:

Attachments:

1. Aerial and Small Area Map
2. Existing Future Land Use Map
3. Rezoning Map
4. Rezoning Exhibit
5. Applicant's Supporting Information
6. Background Information
7. Ordinance

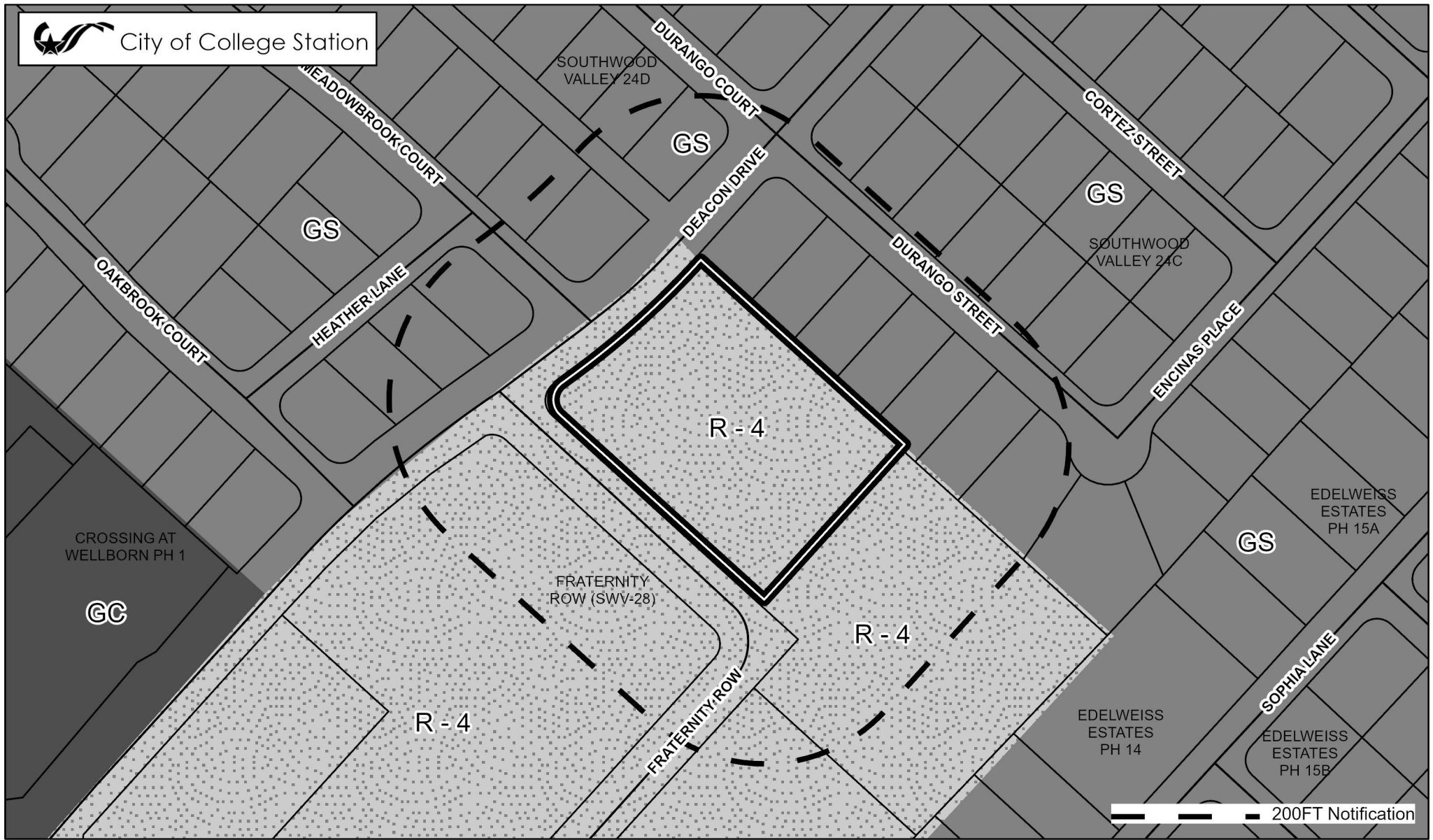


0 100 200 Feet

550 FRATERNITY ROW REZONING

Case:
REZ2024-000025

REZONING



200FT Notification

ZONING DISTRICTS (In Grayscale)

Residential		MH	Middle Housing
R	Rural	MF	Multi-Family
WE	Wellborn Estate	MU	Mixed-Use
E	Estate	MHP	Manufactured Home Pk.
WRS	Wellborn Restricted Suburban		
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



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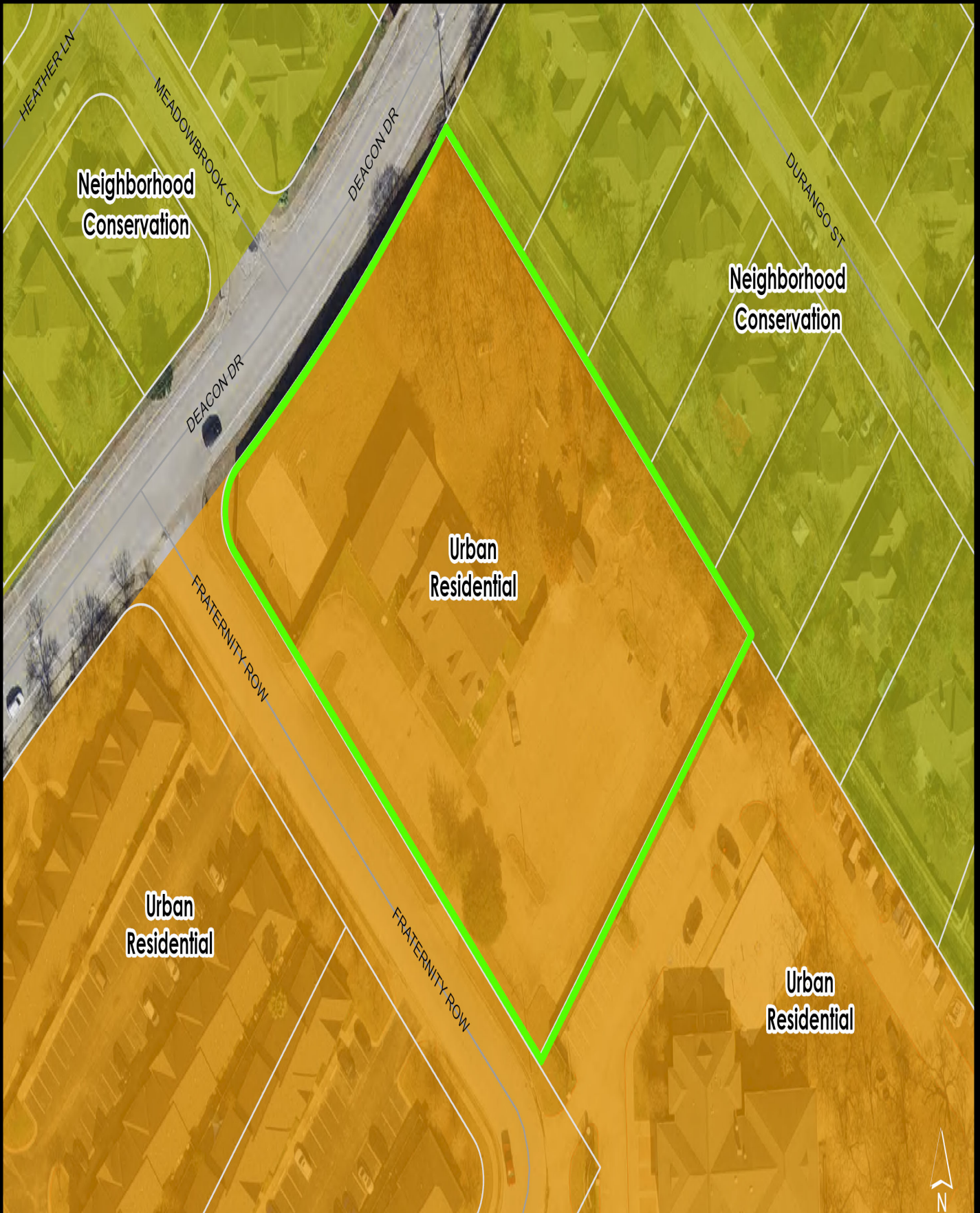
550 FRATERNITY ROW REZONING

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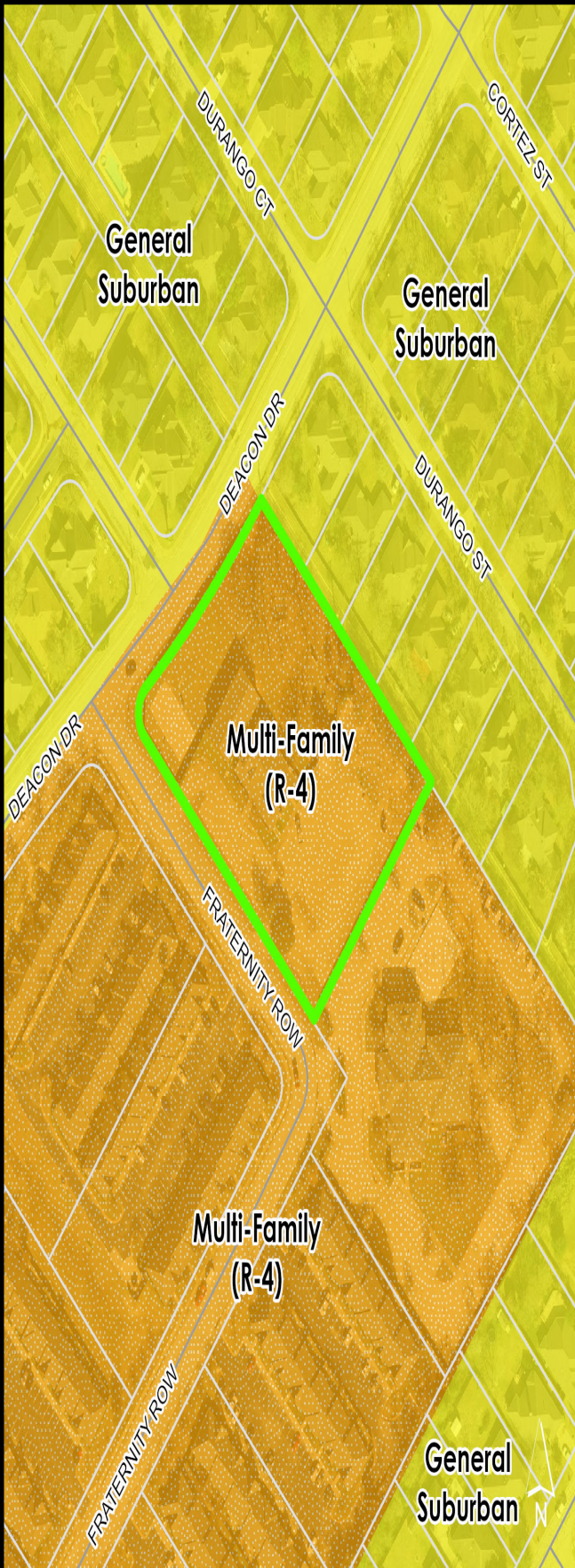
REZONING

EXISTING

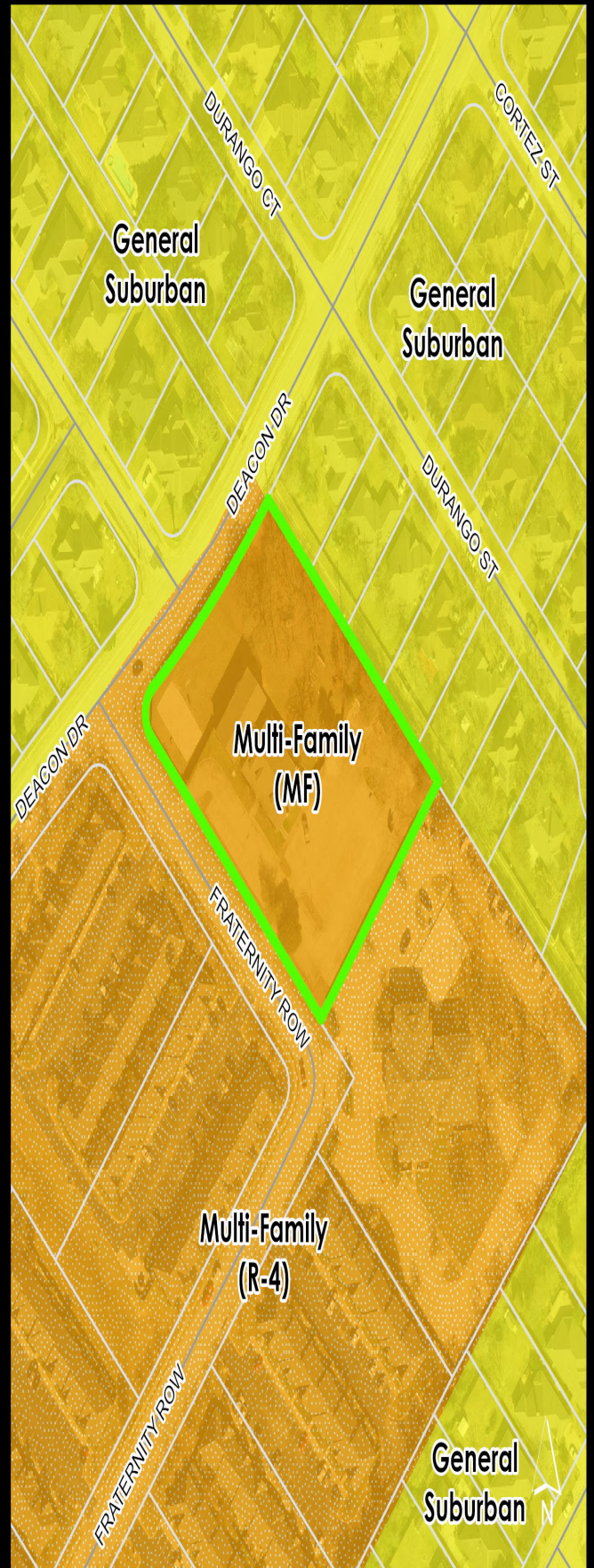
Future Land Use

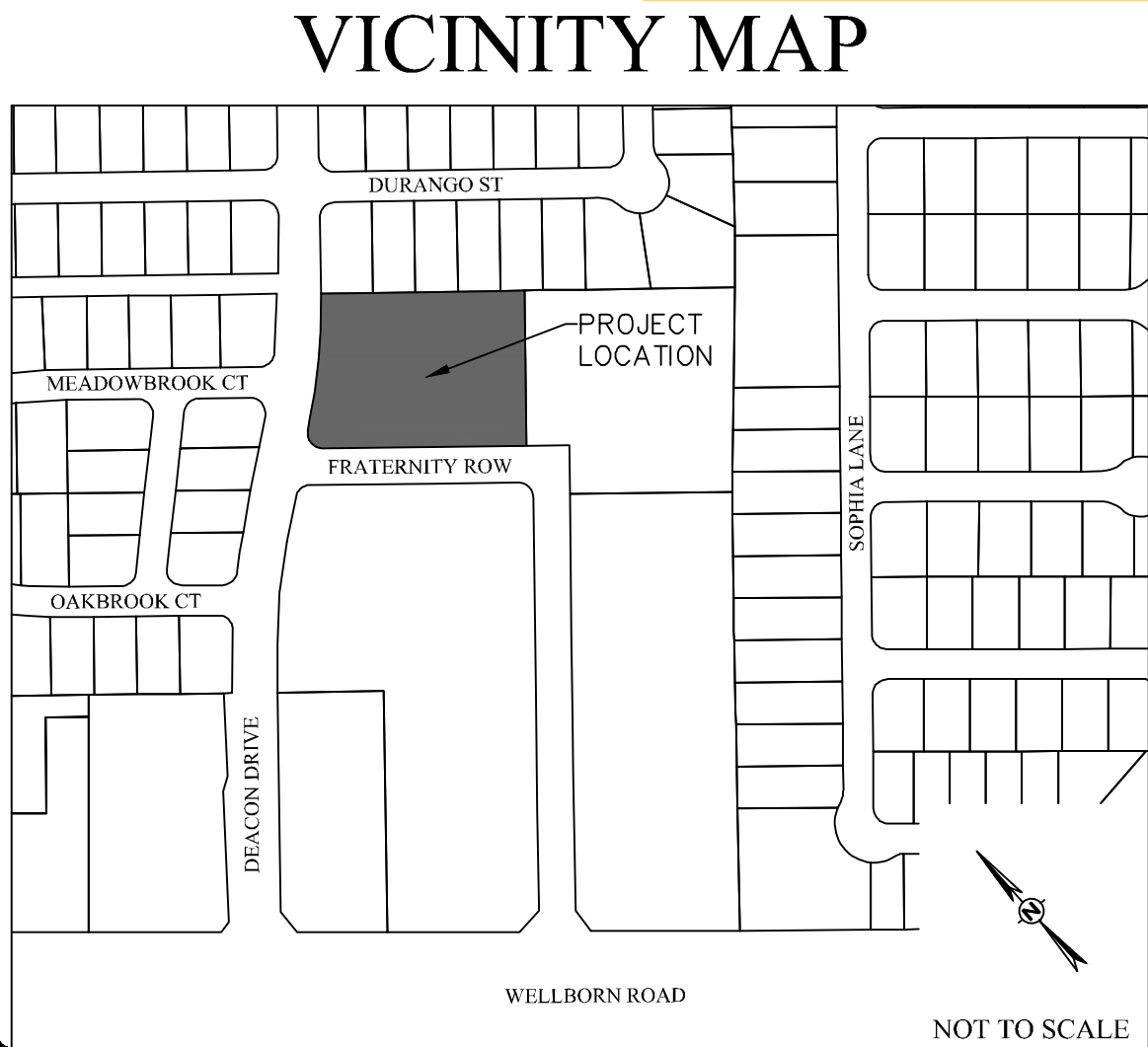
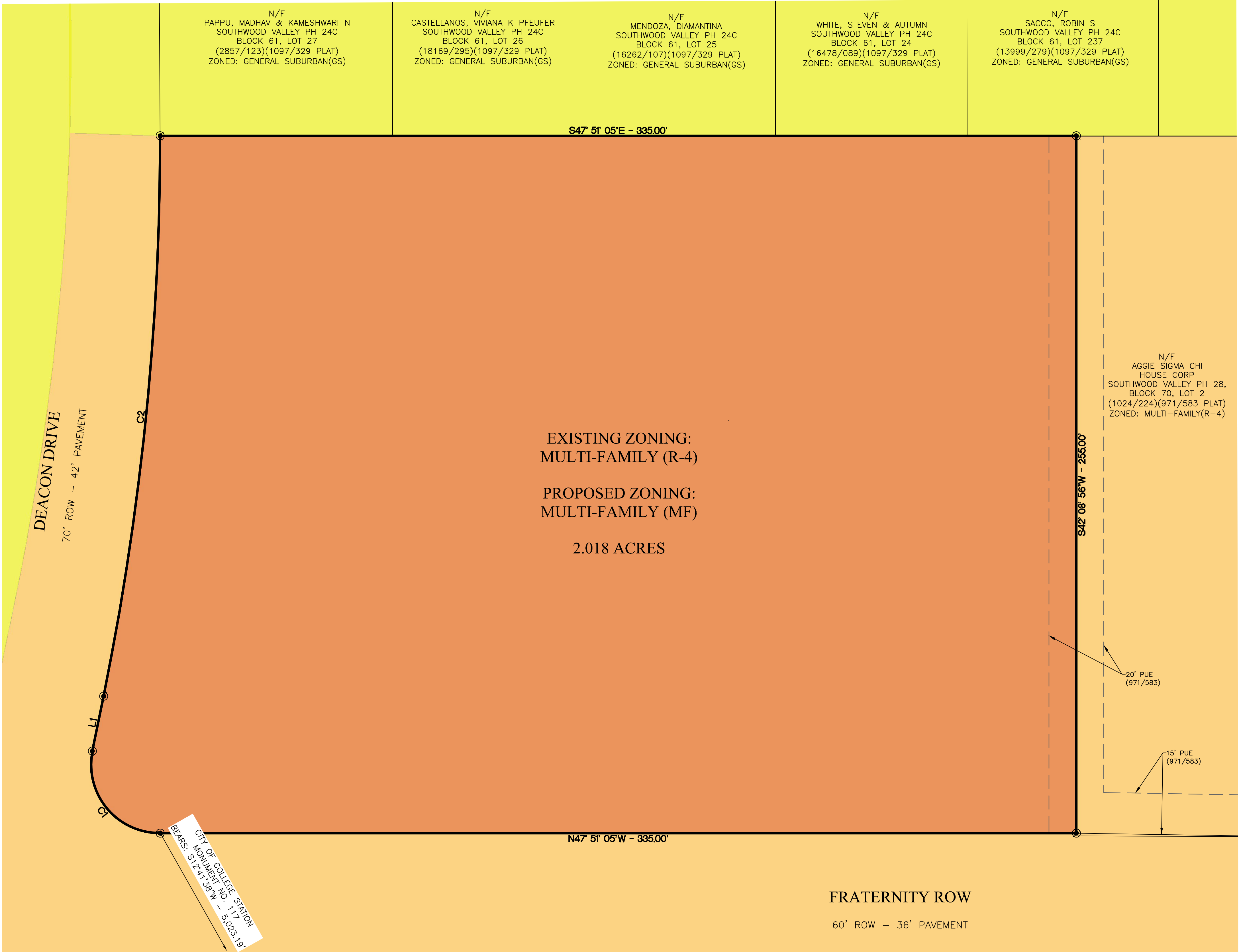
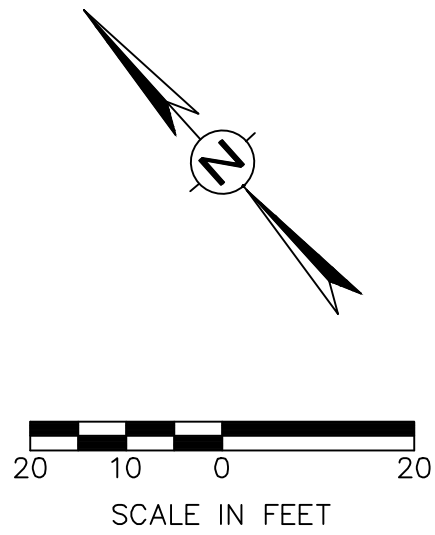


EXISTING Zoning



PROPOSED Zoning





LINE TABLE			
LINE #	LENGTH	DIRECTION	
L1	20.43'	N53° 41' 08"E	

Curve Table						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	44.62'	25.00'	102°16'02"	31.02'	38.93'	N02°35'03"E
C2	206.36'	1025.25'	011°31'57"	103.52'	206.01'	N47°55'05"E

LEGEND

PROPERTY BOUNDARY

ADJACENT LOT LINES

EXISTING PUBLIC ACCESS EASEMENT (P.A.E)

EXISTING PUBLIC UTILITY EASEMENT (P.U.E)

NATURAL PROTECTED AREAS

PROPERTY CORNER

EXISTING ZONING

GENERAL SUBURBAN (GS)

MULTI FAMILY (R-4)

PROPOSED ZONING

MULTI-FAMILY (MF)

- NOTES:
- BEARING SYSTEM SHOWN HEREON IS BASED ON THE TEXAS STATE PLANE CENTRAL ZONE GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORRS SOLUTIONS 2 (MYCS2).
 - DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREA) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010170500000 (CALCULATED USING GEOID12B).
 - (CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.
 - THE SUBJECT TRACT DOES NOT LIE WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS FOR BRAZOS COUNTY, TEXAS AND INCORPORATED AREAS. COMMUNITY NO. 480083, PANEL NO. 0310F, MAP NO. 48041C0310F, EFFECTIVE DATE: 04-02-2014.
 - STORM WATER DETENTION REQUIREMENTS WILL BE ADDRESSED WITH PLATTING.

ZONING MAP

LOT 1, BLOCK 70, FRATERNITY ROW

SOUTHWOOD VALLEY, SECTION 28,

VOLUME 971, PAGE 583 ORBCT

2.018 ACRES

CRAWFORD BURNETT SURVEY SECTION 3, ABSTRACT 7

COLLEGE STATION, BRAZOS COUNTY, TEXAS

EXISTING ZONING:

MULTI-FAMILY (R-4)

TO

PROPOSED ZONING:

MULTI-FAMILY (MF)

SCALE: AS SHOWN

OCTOBER 2024

ENGINEER:

Schultz Engineering, LLC

TBPE NO. 12327

911 SOUTHWEST PKWY E.

College Station, Texas 77840

(979) 764-3900

OWNER/DEVELOPER:

AGGIELAND PREGNANCY

OUTREACH, INC.

410 HARVEY ROAD, SUITE 300

COLLEGE STATION, TX 77840

979-219-1068

SURVEYOR:

David Powell Brister, RPLS No. 6537

Kerr Surveying, LLC

1718 Briarcrest Dr

Bryan, TX 77802

(979) 268-3195



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: 550 FRATERNITY ROW REZONING (REZ2024-000025)

Address: 550 FRATERNITY ROW

Legal Description: SOUTHWOOD VALLEY PH 28, BLOCK 70, LOT 1, ACRES 2.02

Total Acreage: 2.018

Applicant:: SCHULTZ ENGINEERING

Property Owner: AGGIELAND PREGNANCY OUTREACH I

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The property owner will use the multi-family building for housing and for its office. The zoning change is necessary since R-4 multi-family zoning does not allow for office use.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The zone change is in accordance with the Comprehensive Plan.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The existing building is a multi-family building, so it is suitable.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The building has been used as multi-family housing so it will continue to be suitable for the proposed use.

Explain the suitability of the property for uses permitted by the current zoning district.

The building has been used as multi-family housing so it will continue to be suitable for the proposed use.

Explain the marketability of the property for uses permitted by the current zoning district.

The property is marketable for multi-family housing since it has previously been used for multi-family housing.

List any other reasons to support this zone change.

The zone change will allow the property owner to consolidate its operations.

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: December 5, 2024
Advertised Council Hearing Date: January 9, 2024

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Edelweiss Estates HOA, Barracks Townhomes HOA, and Steeplechase HOA

Property owner notices mailed: 119

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Neighborhood Conservation	GS General Suburban	Single-family detached
South	Urban Residential	R-4 Multi Family	Fraternity House Fraternity Rw (local street) across is Multi Family Duplexes
East	Neighborhood Conservation	GS General Suburban	Single-family detached
West	Neighborhood Conservation	GS General Suburban	Deacon Dr (Major Collector) across is Single-Family Detached

DEVELOPMENT HISTORY

Annexed: April 1972
Zoning: A-O Agricultural-Open (upon annexation 1972)
Rezoned from A-O to R-4 Multi Family (1981)
Rezoned from R-4 Multi Family to R-5 Multi Family (1986)
R-5 District Multi Family converted to R-4 District Multi Family (2003)
Final Plat: Southwood Valley Phase 28 (1987)
Site Development: Fraternity House

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 LOT 1, BLOCK 70 OF THE SOUTHWOOD VALLEY PHASE 28 SUBDIVISION BEING 2.018 ACRES, CERTAIN PROPERTIES 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” and Exhibit “B”** 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 B - Zoning Map



January 9, 2025

Item No. 8.2.

Housing Action Plan Advisory Committee Creation

Sponsor: David Brower

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution creating a Housing Plan Advisory Committee.

Relationship to Strategic Goals:

Good Governance, Core Services & Infrastructure, Neighborhood Integrity, Diverse & Growing Economy

Recommendation(s): Staff recommends that Council adopt a resolution creating a Housing Plan Advisory Committee to provide guidance, support, advice, and recommendations in the execution of the Housing Action Plan.

Summary: Council adopted the Housing Action Plan as an amendment to the Comprehensive Plan at their September 26, 2024 meeting. The two main overarching goals of the Housing Action Plan are to incentivize the production of more housing units of various types to meet growing demand and to produce and preserve housing that is affordable to community members. The full adopted Housing Action Plan can be found at www.cstx.gov/housingplan.

Goal 3, Strategy 8, Action 1 of the Housing Action Plan calls for the creation of a Housing Plan Advisory Committee to provide guidance, support, and direction in the execution of the plan and help with the creation of a Housing Action Plan Annual Progress Report.

The proposed resolution would create a Housing Plan Advisory Committee with seven members serving staggered three-year terms. The Committee would meet quarterly.

If adopted, staff will solicit applicants for the Committee for Council to consider for appointment in early Spring.

Budget & Financial Summary: N/A

Attachments:

1. Housing Plan Advisory Committee-Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CREATING A CITY OF COLLEGE STATION HOUSING PLAN ADVISORY COMMITTEE AND APPOINTING ITS MEMBERS.

WHEREAS, the City Council of the City of College Station, Texas, adopted the Housing Action Plan as an amendment to the Comprehensive Plan on September 26, 2024, to incentivize the creation of more housing units of diverse types as well as housing that is affordable to all community members; and

WHEREAS, the City Council believes the creation of an advisory committee will give staff guidance, support, and direction in the implementation of the Housing Action Plan; and

WHEREAS, the City Council believes that robust public engagement results in a stronger and more transparent plan implementation process; and

WHEREAS, the City Council will seek qualified and motivated College Station residents to serve on the City of College Station Housing Plan Advisory Committee; and

WHEREAS, the Housing Plan Advisory Committee will work closely with City staff throughout the process of implementing the Housing Action Plan; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council of the City of College Station shall create a Housing Plan Advisory Committee.

PART 2: That the City Council of the City of College Station gives the Committee the following charge: “Provide guidance, support, advice, and recommendations in the execution of the Housing Action Plan”.

PART 3: That the Housing Plan Advisory Committee shall consist of no more than seven (7) members.

PART 4: That the City Council of the City of College Station shall have the authority to appoint, remove, and fill vacancies for all members of the Housing Plan Advisory Committee.

PART 5: That Committee Members will serve in Places 1, 2, 3, 4, 5, 6, and 7. Upon initial appointment, places 1 and 2 shall serve an initial one (1) year term, places 3 and 4 shall serve an initial two (2) year term, and places 5, 6, and 7 shall serve an initial three (3) year term. Thereafter, each place shall be appointed to three (3) year terms.

PART 6: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

January 9, 2025
Item No. 8.3.
Corinth Real Estate Contract

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding a real estate contract with The Corinth Group, Inc. for the sale of approximately 13 acres, with the option to purchase the remaining approximate 15 acres, in the Midtown Business Park at the intersection of Corporate Parkway and State Highway 6 in the amount of \$8.00 per square foot. The final square footage of the property and City's remaining property will be identified on the approved replat.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommends approval of the real estate contract.

Summary: The City entered into a brokerage services contract with Oldham Goodwin Group, LLC (OGG) on May 13, 2024. Over the past several months, OGG provided various marketing and listing services for the property, coordinating developer interest and prospective offers, and leading to negotiations with Corinth Group, Inc. on the sale of a portion of Block A, Phase One, of the Midtown Business Park for future commercial development.

Corinth intends to do a retail development consisting of multiple buildings on the property, along with a plaza area to create a distinctive area, as well as to help activate the property. To ensure the general layout and design of the property, including the plaza area, a separate development agreement will need to be entered into at a later date. While a conceptual site plan has been provided with the real estate agreement, such plan will change, and a finalized plan will be incorporated into the development agreement.

The purchase price of the property is \$8 per square foot for approximately 13 acres and includes an option to purchase the City's remaining property for up to eighteen (18) months, commencing at the time the first certificate of occupancy is granted by the City for a building on the property or thirty (30) months after the Closing Date under this Real Estate Contract, whichever occurs first.

Budget & Financial Summary: Purchase Price: \$8/SF

Feasibility Period: 180 days, with an option to extend two additional 30-day periods for an additional \$10,000 each extension

Earnest Money: \$100,000, of which \$50,000 serves as the Contract Fee and is non-refundable

Option Fee: \$70,000 to exercise the seller's option to purchase the remaining property, credited to the seller at closing of the remaining property

Attachments:

1. Real Estate Contract - Corinth

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 **THE CORINTH GROUP, INC.**, a Texas corporation (“Buyer”), upon the terms and conditions 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 approximately 13 acres of the 28.666 acre tract being Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas according to the Plat of record in Volume 17484, Page 40 in the Official Records of Brazos County, Texas, as described in **EXHIBIT A** and **EXHIBIT A-1** together with all and singular the rights and appurtenances pertaining to the Property, including all right, title and interest of Seller in and to adjacent roads, streets, alleys or rights-of-way (all of such real Property, rights, and appurtenances being herein referred to as the “Property”), for the consideration and subject to the terms, provisions, and conditions set forth herein.

1.2 City Council Approval. This Real Estate Contract to sell and purchase the Property is subject to approval 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 the Buyer pursuant to the terms of this Real Estate Contract together with legible copies of all underlying title exception documents referred to therein; said Title Commitment 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 survey of the 28.666 acres being Lot One, Block “A” of the MIDTOWN BUSINESS PARK PHASE ONE, as shown in **EXHIBIT A** and a depiction of the Property, Public Plaza, and Seller’s Remaining Property, as defined below, as shown in **EXHIBIT A-1**.

1.5 Buyer may at its cost order a Phase 1 Environmental Site Assessment.

1.6 Buyer will at its cost order and obtain a new or updated survey of the Property (the “New Survey”). The New Survey shall be considered the “Survey” for all purposes under this Real Estate Contract upon Seller’s approval; and, upon completion of the New Survey the metes and bounds description of the Property prepared in connection with the New Survey will be used to describe the Property in all closing documents used to consummate the transaction contemplated by this Real Estate Contract.

1.7 Buyer will at its cost order and obtain a survey of the Public Plaza (“Public Plaza Survey”). The Public Plaza Survey will be used in connection with the Development Agreement and Declaration of Restrictive Covenants, as described below.

1.8 The parties agree that general real estate taxes on the Property for the then current year, interest on any existing indebtedness shall be prorated as of the Closing Date and shall be adjusted in cash at the closing. Seller is a tax-exempt entity.

1.9 Feasibility.

(a) Feasibility Period. Buyer requires adequate time to complete due diligence. Buyer shall have a **feasibility period of one hundred and eighty (180) days** from **Opening of Escrow** as set forth 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 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)**. 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 caused by actions taken at the Property by Buyer or its agents, engineers or consultants, but not the mere discovery of an existing condition on the Property.** 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 (regardless of the reason for termination), as the case may be. During the first thirty (30) days of the Feasibility Period, 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.

(b) Extending the Feasibility Period. Notwithstanding anything contained herein to the contrary, but provided that Buyer is diligently pursuing the Governmental Approvals (as defined hereafter) and has filed all material applications therefor, Buyer shall have the right to extend the Feasibility Period for up to two (2) additional periods of thirty (30) days each by, in each instance, (i) delivering to Seller and the Title Company written notice of Buyer's election to extend the Feasibility Period, prior to the expiration of the Feasibility Period then in effect, and (ii) depositing with Title Company the sum of Ten Thousand and No/100 Dollars (\$10,000.00) (each, an "Extension Fee" and collectively, the "Extension Fees"), within three (3) business days following the expiration of the Feasibility Period then in effect. If and when paid, the Extension Fee(s) shall be non-refundable to Buyer (except in the event of default by Seller), but shall be applicable to the Purchase Price payable at Closing.

1.10 Option to Purchase Seller's Remaining Property.

(a) Option Period. The Seller grants Buyer an option (the "Option") to purchase the Seller's Remaining Property as shown in **EXHIBIT A-1** for eighteen (18) months, starting on the date when the first certificate of occupancy is granted by the City for a building on the Property. The Option Period will expire upon the earlier date of eighteen (18) months after the first certificate of occupancy is granted by the City for a building on the Property or thirty (30) months after the Closing Date under this Real Estate Contract. The closing for the Seller's Remaining Property must occur before the Option Period expires.

(b) Extending the Option Period. The Seller and Buyer may mutually agree in writing to extend the Option Period beyond the initial eighteen (18) month period. The City Manager has the authority to agree to and execute any option extension agreements. Notwithstanding anything contained herein to the contrary, but provided that Buyer is diligently pursuing Governmental Approvals for the development of Seller's Remaining Property and has filed all material applications therefor, Buyer shall have the right to extend the Option Period for up to ninety (90) days, in such instance, by (i) delivering to Seller and the Title Company written notice of Buyer's election to extend the Option Period, before the expiration of the Option Period then in effect, and (ii) depositing with Title Company the sum of Fifty Thousand and No/100 Dollars (\$50,000.00) ("Option Extension Fee"), within three (3) business days following the expiration of the Option Period then in effect. If and when paid, the Option Extension Fee shall be non-refundable to Buyer (except in the event of default by Seller), but shall be applicable to the purchase price of Seller's Remaining Property payable at closing.

1.11 Governmental Approvals.

(a) During the Feasibility Period 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 Property development thereon as well as the availability of any grants, incentives or contributions available for the initial improvement and ongoing utilization of the Public Plaza ("Governmental Approvals")

and contact appropriate governmental authorities according to applicable law regarding the Property and the Public Plaza; provided, however, that Buyer shall pay all fees and expenses incurred by Buyer in pursuing any Governmental Approvals. Seller may 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 REAL ESTATE CONTRACT 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.

- (d) Buyer, at Buyer's expense, shall have the Property and any existing Remaining Property platted, re-platted or subdivided (the "Replat") so that the same are separate, distinct tax parcels that satisfy all applicable governmental regulations and shall depict the location of certain additional lots ("Lots") within the Property, the boundary and layout of such Lots to be determined by Buyer with Seller's written approval, such approval not to be unreasonably withheld, as well as the location of the agreed main vehicular access drive and easements, curb cuts, and utility stub easements by and between the Property and the Seller's Remaining Property. The approval of the Replat shall be completed and recorded against the Property before Closing so that the Property and Seller's Remaining Property constitute legally subdivided parcels and separately assessed tax parcels. Buyer agrees to (i) keep Seller reasonably informed on the status of the Replat, and (ii) provide to Seller copies of any preliminary or final plat before submitting the same so Seller can review and approve of the plat and encumbrances thereon, such approvals not to be unreasonably withheld, conditioned or delayed. Buyer hereby consents to Seller recording the approved Replat against the Property before Closing, and the Replat shall be a Permitted Exception. The filing of the Replat shall be a condition to Buyer's obligation to proceed to Closing. Notwithstanding anything in this Real Estate Contract to the contrary, if Seller is unable to record the approved Replat in the Official Records of Brazos County, Texas before the date that is thirty (30) days after the expiration of the Feasibility Period (the "Outside Plat Date"), then Buyer may either (1) obtain Seller's written approval to extend the Outside Plat Date and Closing Date allowing Seller more time to file the Replat or (2) terminate this Real Estate Contract by giving written notice thereof to Seller at any time prior to the Replat being filed as required herein, whereupon the Earnest Money shall be returned to Buyer, and thereafter Seller and Buyer shall have no further obligations or liabilities to each other hereunder, except for the obligations

and liabilities that expressly survive a termination of this Real Estate Contract. The City Manager has the authority to agree to and execute any extension agreements under this section.

1.12 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 desires to terminate this Real Estate Contract. Buyer's failure to notify Seller, in writing, that the Property is not acceptable during the Feasibility Period shall mean the Property is acceptable and the Real Estate Contract remains in effect. Buyer's election to proceed to close the transaction contemplated with respect to the Property shall constitute Buyer's election that the Property is acceptable.

1.13 The sale of the Property shall be made by a Special Warranty Deed in the form prepared by Seller attached hereto as **EXHIBIT C**.

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said Property and the Seller' Remaining Property shall be in the amount of **EIGHT DOLLARS (\$8.00) PER SQUARE FOOT**. The final square footage of the Property and Seller's Remaining Property shall be identified on the approved Replat before closing.

2.2 The purchase price for the Property shall be payable in full at Closing.

ARTICLE III EARNEST MONEY, CONTRACT FEE, AND OPTION FEE

3.1 **Earnest Money.** Within three (3) business days after the full execution of this Real Estate Contract by Buyer and Seller, Buyer agrees to deposit with South Land Title, LLC at 3800 Cross Park Dr., Bryan, Texas 77802 (the "Title Company") as an earnest money deposit, the sum of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** in cash (the "Earnest Money"). The date on which such Earnest Money is deposited with the Title Company is referred to herein as "**Opening of Escrow**". The Title Company shall be directed to invest the Earnest Money (and any Extension Fees) 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 and any Extension Fees shall be credited to the Purchase Price at Closing.

3.2 **Termination During Feasibility Period.** 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, as it may be extended, the Earnest Money, less the Contract Fee, shall be returned to Buyer and Seller shall retain the Contract Fee, and any Extension Fees. Should Buyer determine not to go forward with purchasing the Property, Buyer's sole recourse shall be to terminate this Real Estate Contract before the expiration of the Feasibility Period, as it may be

extended (or later if such election to terminate is in connection with the failure of a condition precedent), and receive the return of the Earnest Money as provided above. Upon Buyer's 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, any Extension Fees, and any accrued interest thereon to Buyer and/or Seller as instructed therein.

3.3 Contract Fee. Seller and Buyer agree and acknowledge that **FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00)** of the Earnest Money (the "Contract Fee") shall be non-refundable for the initial one hundred and eighty (180) day Feasibility Period, as it may be extended provided above and as defined herein above.

3.4 Option Fee. Within ten (10) days after the expiration of the Feasibility Period, as it may be extended as provided above, Buyer agrees to deposit with Title Company a non-refundable option fee for Seller's Remaining Property as shown in **EXHIBIT A**, in the sum of **SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00)** in cash (the "Option Fee"). The Option Fee shall be payable to the Seller at the Closing for the Property. If Buyer exercises the option to purchase the Seller's Remaining Property within the Option Period, the Option Fee shall be credited to the Purchase Price at Closing for the Seller's Remaining Property.

ARTICLE IV REPRESENTATIONS AND WARRANTIES OF SELLER

4.1 Seller hereby represents, warrants and covenants to Buyer as follows except as otherwise disclosed in written notice from Seller to Buyer at or before the Closing:

- (a)** Seller has the full right, power, and authority to enter into and perform its obligations under this Real Estate Contract.
- (b)** Seller further covenants and agrees with Buyer that, from the date hereof until Closing (and with respect to Seller's Remaining Property, from the date hereof until the expiration of the Option Period), Seller shall not sell, assign or convey any right, title or interest whatsoever in or to the Property or Seller's Remaining Property, or to create or permit to exist any lien, security interest, easement, encumbrance, charge or condition affecting the Property and/or Seller's Remaining Property (other than the Permitted Exceptions) without Seller's discharging the same prior to Closing. This obligation with respect to Seller's Remaining Property shall survive the Closing of the purchase of the Property by Buyer until the expiration of the Option Period.
- (c)** Seller represents and warrants that as of the effective date, no other party has any right or option to purchase any portion of the Property or Seller's Remaining Property from Seller.
- (d)** From the date of execution of this Real Estate Contract through the date of Closing, Seller shall not, without the prior written consent of Buyer, materially change or alter the physical condition of the Property.

- (e) From the date of execution of this Real Estate Contract through the date of Closing (and with respect to Seller's Remaining Property, from the date hereof until the expiration of the Option Period), Seller will not enter into any lease of any portion of the Property and/or Seller's Remaining Property, and to Seller's actual knowledge no leases affect the Property or Seller's Remaining Property as of the date of this Real Estate Contract and none will affect the Property or Seller's Remaining Property at Closing. This obligation with respect to Seller's Remaining Property shall survive the Closing of the purchase of the Property by Buyer until the expiration of the Option Period.
- (f) AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN IF ARISING FROM EVENTS OCCURRING BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES. BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.
- (g) Seller acknowledges that Buyer has relied and will rely on the representations and warranties of Seller in executing this Agreement and in closing the purchase and sale of the Property pursuant to this Agreement, and Seller, during the term of this Agreement, agrees to notify Buyer promptly in the event that Seller obtains actual knowledge of any change affecting any of such representations and warranties in any material respect. All of Seller's warranties and representations shall be qualified and modified as appropriate by any such additional information provided by Seller to Buyer and by any contrary information resulting from any inspection or investigation made by or on behalf of Buyer.

- (h) When reference is made in this Article IV to Seller's "knowledge", such term shall include only the current actual knowledge of Seller's Council members, officials, officers, agents, and employees (none of which shall have any personal liability with respect to any such matters) and shall not be deemed to imply that Seller, Seller's Council members, officials, officers, agents, and employees have conducted any representation or warranty that is so qualified. Buyer agrees that Seller has no duty of inquiry or investigation to make any such representation or warranty and Seller shall have no liability to Buyer for failing to discover whether a condition as to which such a qualified representation or warranty is made is true or exists, regardless of the level of effort or expense required to make such an inquiry.
- (i) All of Seller's representations and warranties, as so qualified and modified, shall survive Closing for a period of one (1) year with regards to the Property and until the expiration of the Option Period with regards to Seller's Remaining Property.

THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS.

BUYER ACKNOWLEDGES THAT 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 (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). BUYER EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND SELLER EXPRESSLY DISCLAIMS, AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN EXPRESS OR IMPLIED, (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED 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 effective date 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 on or before closing will have been taken.

ARTICLE VI
CLOSING

6.1 The closing shall be held at Title Company, within sixty (60) days from the expiration of the Feasibility Period, as it may have been extended, or Outside Plat Date, whichever is later (the "Closing Date"). Seller and Buyer may mutually agree, in writing, to extend the Closing Date. The City Manager is authorized to extend the Closing Date on behalf of Seller.

6.2 At the closing, Seller shall:

- (a) Prepare, at Seller's cost, and 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 listed on Schedule B of the Title Commitment attached as **EXHIBIT B** (the "Permitted Exceptions") and those additional reservations and matters set forth in the Special Warranty Deed attached hereto as **EXHIBIT C**.
- (b) Deliver possession of the Property to Buyer.
- (c) Deliver to Buyer, at Buyer's expense, an Owner's Policy of Title Insurance (the "Title Policy") issued by the Title Company, on the standard form in use in the State of Texas, insuring good and indefeasible fee simple title to the Property in the Buyer, in the amount of the Purchase Price, subject only to the Permitted Exceptions, those additional easements, reservations and other matters set forth in the Special Warranty Deed attached hereto as **EXHIBIT C**, and the standard printed exceptions therein, except:
 - (i) The exception relating to restrictions against the Property shall be deleted, except for such restrictions as may be included in the Permitted Exceptions;
 - (ii) The exception relating to standby fees and ad valorem taxes shall except only to taxes owing for the current year and subsequent assessments for prior years due to change in land usage or ownership;

(iii) The survey exception shall be deleted except “shortages in area” (at Buyer's expense); and

(iv) There shall be no exception for rights of parties in possession or for visible or apparent roadways or easements not shown on the New Survey.

- (d) Pay a real estate commission to Seller’s Broker, who has agreed to share equally in said real estate commission with Buyer’s Broker.
- (e) Pay the Seller’s expenses or attorney fees.
- (f) Pay any and all other closing costs customary to Seller.
- (g) Receive the Purchase Price and Option Fee.
- (h) Deliver executed Development Agreement (hereafter defined) with the Buyer related to the Property and Public Plaza.
- (i) Deliver executed Declaration of Restrictive Covenants with the Buyer related to the Property and Public Plaza.

6.3 Upon such performance by Seller at closing, Buyer shall:

- (a) Pay the Purchase Price for the Property.
- (b) Pay any additional premium 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) Have prepared and pay the cost for the Replat of the Property and Seller’s Remaining Property; provided, however, that any City application fees charged by the Seller relating to its official approval of the final Replat shall be shared between Buyer and Seller pro-rata based upon the total amount of acres contained within the Property versus the Seller’s Remaining Land.
- (d) Pay the escrow fees.
- (e) Pay the cost for tax certificates.
- (f) Pay the sole 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.
- (g) Pay the costs to record all documents recorded at closing for the purchase of the Property.
- (h) Pay the Buyer’s expenses and attorney fees.

- (i) Pay any and all other closing costs customary to Buyer.
- (j) Deliver executed Development Agreement with the Seller related to the Property and Public Plaza.
- (k) Deliver executed Declaration of Restrictive Covenants with the Seller related to the Property and Public Plaza.

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 there shall never in any event be any ingress or egress on or across the surface of the above-described premises 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.

GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the premises described on the attached **EXHIBIT A**; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises 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 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 through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR

under the reservations and exceptions expressly listed in this deed or its 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 WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) 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 (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.

ARTICLE VIII BREACH BY BUYER

8.1 In the event Buyer fails to close by reason of default or breach of Buyer at any time or fails to fully and timely perform any of Buyer's obligations under this Real Estate Contract for any reason except Seller's default, Seller may, as its sole and exclusive remedy, collect the full Earnest Money, any Extension Fees, the Contract Fee and the Option Fee, if applicable, as liquidated damages and terminate this Real Estate Contract.

ARTICLE IX BREACH BY SELLER

9.1 In the event Seller fails to consummate the conveyance of the Property (Seller being in default and Buyer not being in default hereunder), Buyer shall have the right to:

- (a)** Terminate this Real Estate Contract and receive a return of the Earnest Money (including the Contract Fee), any Extension Fees and the Option Fee; and/or
- (b)** Bring suit against Seller only for expectancy and incidental damages, if any.

ARTICLE X DEVELOPMENT AGREEMENT AND RESTRICTIVE COVENANTS

10.1 The parties acknowledge and agree that the Property is being acquired by the Buyer with the intent of building and operating a commercial development on the Property, along with associated parking areas, related amenities, common areas, and other on-site improvements benefiting the occupants, users, invitees, and visitors of the development (herein called the "Intended Use"). Along with developing the Intended Use, Buyer, with the cooperation of Seller intends to design, coordinate, develop and construct a Public Plaza on a portion of the Property. As herein used, the Intended Use and the Public Plaza, together with all improvements contemplated, discussed or permitted in the Development Agreement, shall collectively mean the "Development Improvements".

10.2 During the Feasibility Period, Buyer and Seller shall use good faith efforts to negotiate and agree upon the form of an Economic Development Agreement which may include, but not be limited to, an agreement according to Chapter 380 of the Texas Local Government Code (the "Development Agreement") that provides, among other things, the following:

- (a)** Determination of the exact size and location of the Property, as well as the Seller's Remaining Property.
- (b)** Determination of the exact size and location of the Public Plaza, along with all ownership, improvements, maintenance, space activation, public use of space, easements, utilities and operation, and expenses related to the same and the availability and details of targeted and accessible grants, incentives and contributions towards the costs thereof.
- (c)** A finalized site plan and building design for the Property.
- (d)** Easements needed related to utilities and access on the Property to the Seller's Remaining Property.
- (e)** BUYER shall complete the responsibilities of the BUYER as set forth in the BUYER's Development Proposal attached as **EXHIBIT D** or as amended by the Development Agreement. BUYER and SELLER agree that the Conceptual Site Plan and the overall design of the site and buildings will change. A finalized site plan and building design

will be finalized as part of the Development Agreement. If the BUYER does not start construction with approved permits and maintain consistent and active work on the development, the SELLER will have a right of reverter in the portion of the PROPERTY identified for the Public Plaza as set forth in the Development Agreement and Special Warranty Deed by which SELLER conveys the PROPERTY to BUYER.

- (f) Within sixty (60) days of the effective date, Seller shall provide Buyer with a draft of the Development Agreement and the parties shall, in good faith, use commercially reasonable efforts to negotiate the final terms, provisions and conditions of the Development Agreement before the expiration of the Feasibility Period. Buyer's and Seller's obligation to proceed to Closing shall be expressly conditioned upon the parties agreement to the terms, provisions and conditions of the Development Agreement and its mutual execution at Closing.

10.3 Restrictive Covenants. During the Feasibility Period, Buyer and Seller shall use good faith efforts to negotiate and agree upon the form and provisions of a Declaration of Restrictive Covenants ("Declaration of Restrictive Covenants") in connection with the Public Plaza and the Property, which the parties shall execute at Closing. Buyer acknowledges that a primary inducement to Seller for its execution and delivery of this Real Estate Contract is Buyer's obligation to enter into the restrictive covenants to be signed and recorded at Closing against the Restricted Property owned by Buyer as of the Closing Date, being the Public Plaza and surrounding areas, in which the intended permitted and restricted uses will be in furtherance of activating the Public Plaza and connecting the Public Plaza to the surrounding commercial development. Seller shall provide Buyer with a proposed draft of the Declaration of Restrictive Covenants within ninety (90) days after the effective date of this Real Estate Contract. Buyer's and Seller's obligation to proceed to Closing shall be expressly conditioned upon the parties agreement to the terms, provisions and conditions of the Declaration of Restrictive Covenants and its mutual execution at Closing.

ARTICLE XI MISCELLANEOUS

11.1 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.

11.2 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: THE CORINTH GROUP, INC.
Attention: Frank Mihalopoulos and Arthur Brousseau
4645 N. Central Expressway
300 Knox Place
Dallas, Texas 75205
Telephone: (214) 219-5600
Email: arthur@corinthproperties.com

**ATTORNEY
FOR Buyer:** Richard C. Hoffman, Esq.
Law Offices of Richard C. Hoffman
7474 E. Visao Drive
Scottsdale, Arizona 85266-2745
Telephone: (480) 621-7860
Email: richardhoffmanlaw@att.net

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

11.3 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.

11.4 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 or a wholly owned entity of Buyer or Buyer's owner. Except as provided above, any other assignment of this Real Estate Contract by Buyer shall require the consent of Seller.

11.5 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.

11.6 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.

11.7 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.

11.8 Time of Essence: Time is of the essence to this Real Estate Contract.

11.9 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.

11.10 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.

11.11 Brokers: Buyer and Seller represent and warrant to each other that no brokers' or real estate commissions will be due as a result of the sale of the Property from their respective actions, except for a commission payable by the Seller to Oldham Goodwin (the "Seller's Broker") and Seller's Broker agreement to share equally in the commission payable by Seller with Falcon Realty Advisors (the "Buyer's Broker"), pursuant to a separate agreement between Seller's Broker and Buyer's Broker, and in the event and only in the event that this transaction closes. Buyer and Seller represent and warrant to each other that the fees or commissions owed to each party's respective broker will be satisfied by the Closing.

11.12 Real Estate Contract Execution. This Real Estate Contract by Seller to SELL the Property is 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. Once this Real Estate Contract is executed by the Buyer and Seller, the FULLY EXECUTED date shall be the date this Real Estate Contract is approved by vote of the City Council.

11.13 Memorandum of Real Estate Contract; Option: Upon request of either party, both parties shall promptly execute a Memorandum of this Real Estate Contract and/or a Memorandum of the Option suitable for filing of record.

LIST OF EXHIBITS:

EXHIBIT A Survey

EXHIBIT A-1 Depiction of Property, Public Plaza and Seller's Remaining Property

EXHIBIT B Title Commitment with an effective date of November 10, 2024.

EXHIBIT C Special Warranty Deed

EXHIBIT D Buyer's Development Proposal

EXECUTED on this the _____ day of _____, 2025.

Seller:

Buyer:

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

THE CORINTH GROUP, INC,
a Texas corporation

By: _____
Mayor
Date: _____

By: _____
Printed Name: _____
Title: _____
Date: _____

ATTEST:

City Secretary
Date: _____

APPROVED:

City Manager
Date: _____

Assistant City Manager/CFO
Date: _____

City Attorney
Date: _____

THE STATE OF TEXAS §
§ **ACKNOWLEDGMENT**
COUNTY OF DALLAS §

 This instrument was acknowledged before me on the _____ day of _____, 2025,
by _____, the _____ of THE CORINTH GROUP, INC.,
a Texas corporation, on behalf of said corporation.

NOTARY PUBLIC in and for the State of Texas

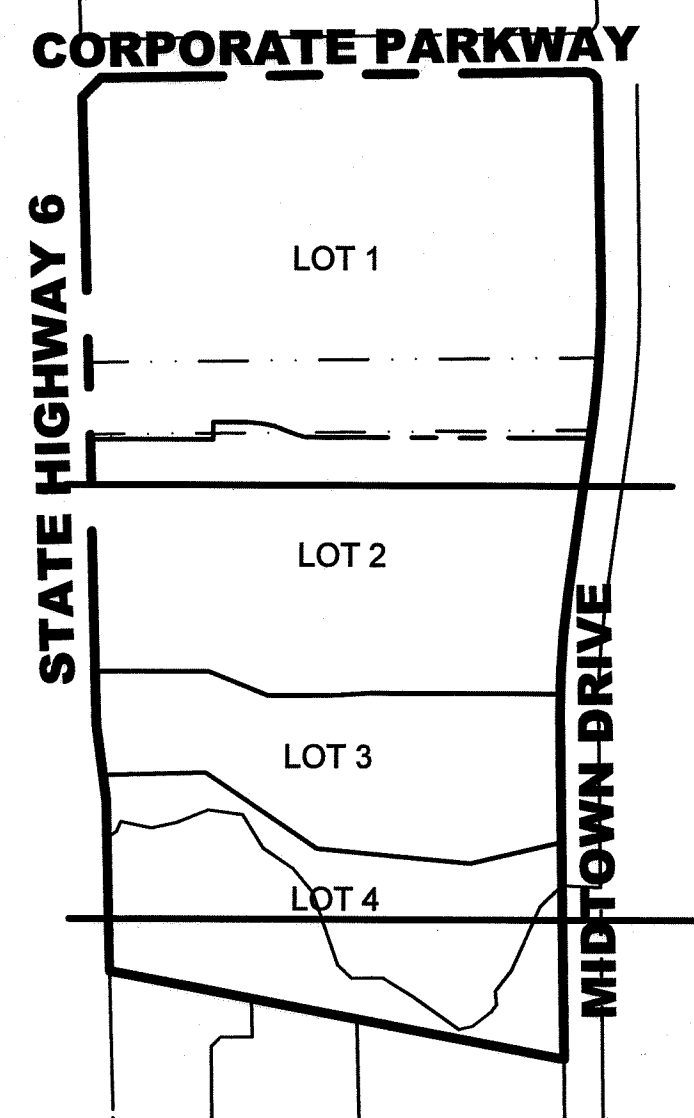
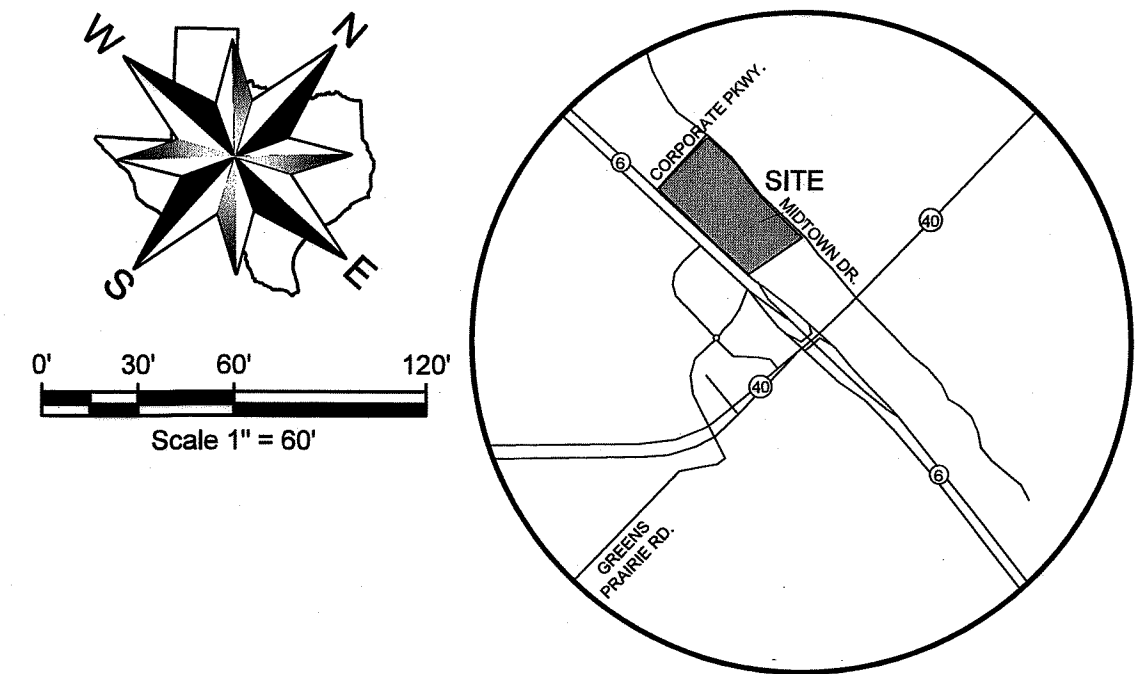
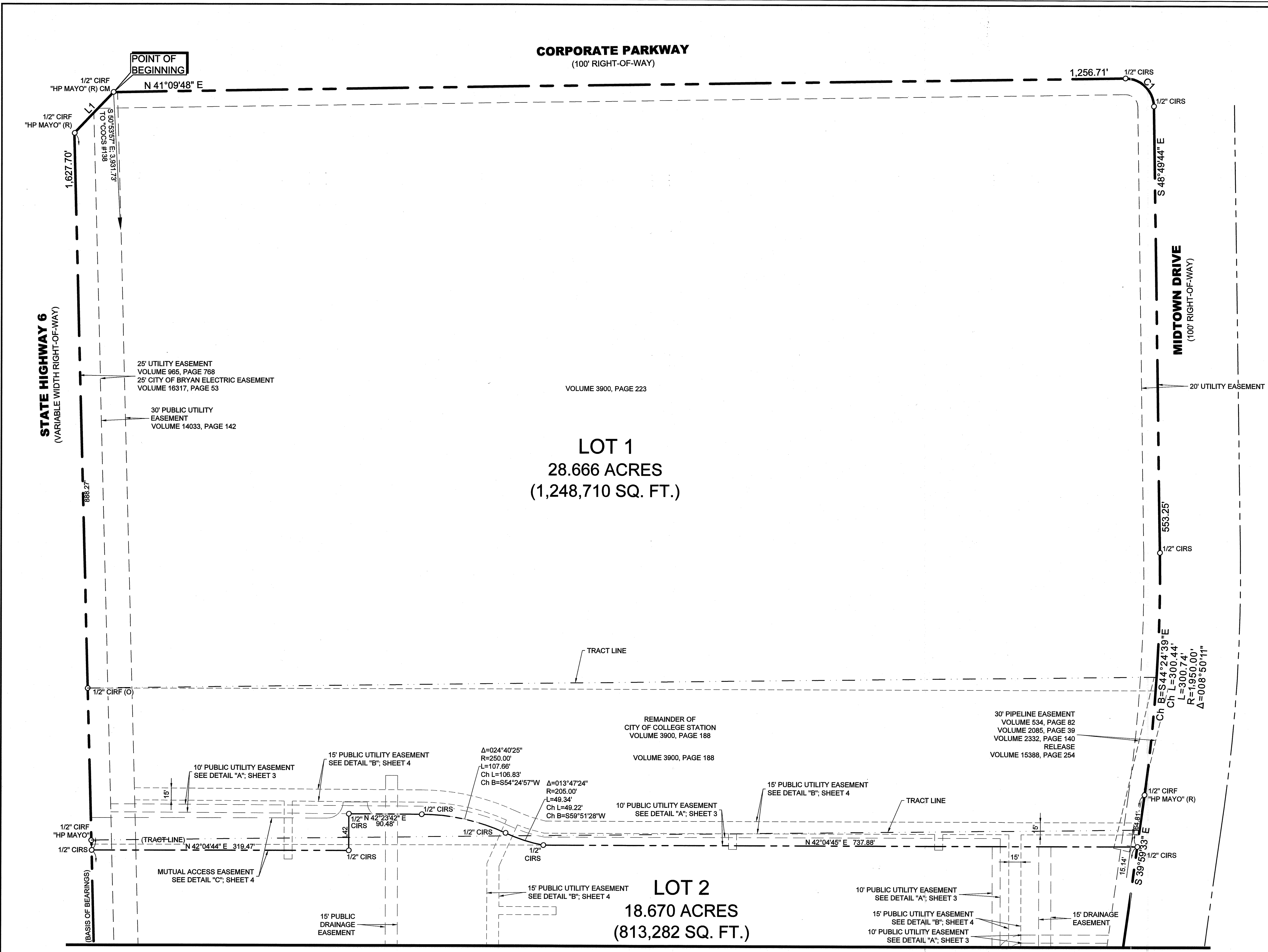
THE STATE OF TEXAS §
§ **ACKNOWLEDGMENT**
COUNTY OF BRAZOS §

 This instrument was acknowledged before me on the _____ day of _____, 2025,
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
SURVEY**

Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas.



SHEET LIST	
SHEET 1	EXISTING EASEMENTS, LOT LINES BETWEEN LOTS 1 AND 2
SHEET 2	EXISTING EASEMENTS, LOT LINES BETWEEN LOTS 2, 3, AND 4
SHEET 3	EXISTING EASEMENTS, REMAINDER OF LOT 4; PUBLIC UTILITY EASEMENT DETAILS AND DIMENSIONS
SHEET 4	PUBLIC UTILITY EASEMENT DETAILS AND DIMENSIONS; MUTUAL ACCESS EASEMENT DETAILS AND DIMENSIONS; LINE AND CURVE TABLES
SHEET 5	PROPERTY DESCRIPTION, OWNERS CERTIFICATE AND DEDICATION, APPROVAL AND SIGNATURE BLOCKS

FLOOD NOTE

According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48041C0310F, dated April 2, 2014, this property is within Flood Zone X.

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

ABBREVIATION LEGEND	
ABBR.	DEFINITION
CC #	County Clerk's Instrument No.
CIRF	Iron rod found with cap (as noted)
CIRS	Iron rod set w/cap stamped "W.A.I. 5714"
CM	Controlling Monument
IRF	Iron rod found
MAG	Mag nail set with shiner stamped "W.A.I. R.P.L.S. 5714"
MP	Metal post
PKF	PK nail found
PKS	PK nail set
WP	Wood post
XCF	"X" cut in concrete found
XCS	"X" cut in concrete set

Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 30th day of September, 2020, utilizing a G.P.S. bearing related to the City of College Station "Horizontal Control Monuments" No. 138 and No. 256.

OWNER
City of College Station
1101 Texas Avenue
College Station, Texas 77840

SURVEYOR/ENGINEER
Winkelmann & Associates
6750 Hillcrest Plaza Drive
Suite 215
Dallas, Texas 75243
(972) 490-7090

FINAL PLAT
MIDTOWN BUSINESS PARK, PHASE 1
LOT 1-4, BLOCK A
BEING 70.456 ACRES OUT OF THE ROBERT STEVENSON SURVEY, ABSTRACT NO. 54
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS • SURVEYORS
8750 HILLCREST PLAZA DRIVE
DALLAS, TEXAS 75243
Phone: (972) 490-7090
Fax: (972) 490-7099
E-mail: info@winkelmann.com
www.winkelmann.com

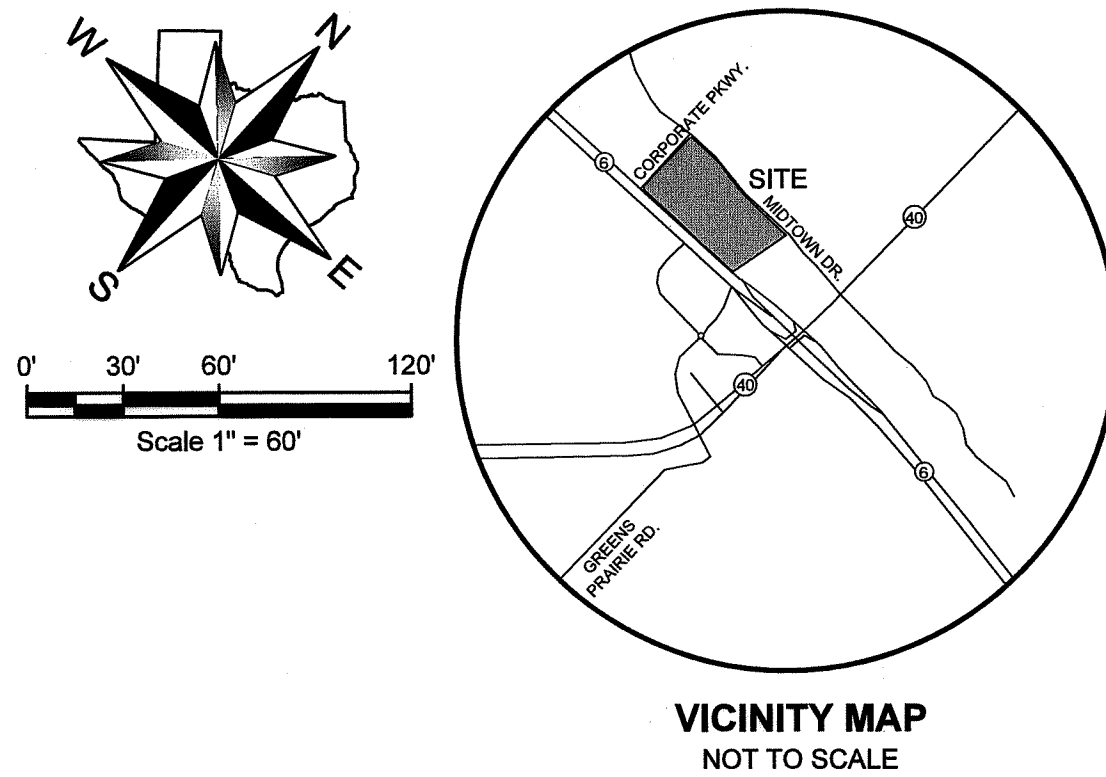
ROBERT STEVENSON SURVEY, ABSTRACT NO. 54
CITY OF COLLEGE STATION
BRAZOS COUNTY, TEXAS
COSTCO WHOLESALE CORP.
999 LAKE DRIVE
ISSAQUAH, WA 98027

FINAL PLAT
MIDTOWN BUSINESS PARK, PHASE 1
LOT 1-4, BLOCK A

Date : 3/1/21
Scale : 1" = 60'
File : 58831-FPLT
Project No. : 58831

SHEET
1
51

MATCHLINE ~ SEE SHEET 1



STATE HIGHWAY 6
(VARIABLE WIDTH RIGHT-OF-WAY)

MIDTOWN BUSINESS PARK,
PHASE 1
BLOCK A
70.456 ACRES
(3,069,074 SQ. FT.)

LOT 2
18.670 ACRES
(813,282 SQ. FT.)

CITY OF COLLEGE STATION
VOLUME 4329, PAGE 134

ROBERT STEVENSON SURVEY, ABSTRACT NO. 54
VOLUME 4329, PAGE 134

LOT 3
9.862 ACRES
(429,580 SQ. FT.)

LOT 4
13.258 ACRES
(577,503 SQ. FT.)

MATCHLINE ~ SEE SHEET 3

FLOOD NOTE

According to the Federal Emergency Management Agency, Flood Insurance Rate Map
Community Panel No. 48041C0310F, dated April 2, 2014, this property is within Flood Zone X.

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

This flood statement does not imply that the property and/or the structure thereon will be free from
flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights
may be increased by man-made or natural causes. This flood statement shall not create liability
on the part of the surveyor.

OWNER
City of College Station
1101 Texas Avenue
College Station, Texas 77840

SURVEYOR/ENGINEER
Winkelmann & Associates
6750 Hillcrest Plaza Drive
Suite 215
Dallas, Texas 75243
(972) 490-7090

FINAL PLAT
MIDTOWN BUSINESS PARK, PHASE 1
LOT 1-4, BLOCK A
BEING 70.456 ACRES OUT OF THE ROBERT STEVENSON
SURVEY, ABSTRACT NO. 54
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS & SURVEYORS
6750 HILLCREST PLAZA DRIVE, SUITE 215
DALLAS, TEXAS 75243
TELEPHONE: (972) 490-7090
FAX: (972) 490-7092
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ROBERT STEVENSON SURVEY, ABSTRACT NO. 54

FINAL PLAT
MIDTOWN BUSINESS PARK, PHASE 1
LOT 1-4, BLOCK A

Date : 3/1/21
Scale : 1" = 60'
File : 58831-FPLT
Project No. : 58831

SHEET
2
OF
2

LOT 4 (GREENWAYS)
13.258 ACRES
(577,503 SQ. FT.)

STATE HIGHWAY 6
(VARIABLE WIDTH RIGHT-OF-WAY)

N 49°24'58" W

1,202.46'

375.40'

VOLUME 5066, PAGE 43

TRACT LINE

20' PUBLIC UTILITY EASEMENT
VOLUME 8909, PAGE 41

BLOCK 1, LOT 1
SPRING CREEK COMMONS
VOLUME 8274, PAGE 200

278.35'

10' PRIVATE DRAINAGE EASEMENT
VOLUME 9160, PAGE 60

VARIABLE WIDTH PRIVATE DRAINAGE EASEMENT
VOLUME 16415, PAGE 246

LOT 13AR, BLOCK 1
SPRING CREEK COMMONS
VOLUME 16415, PAGE 246

15' PUBLIC UTILITY EASEMENT
VOLUME 8559, PAGE 71

546.71'

S 53°00'02" W

15' PUBLIC UTILITY EASEMENT
VOLUME 8559, PAGE 71

LOT 12A, BLOCK 1
SPRING CREEK COMMONS
VOLUME 9309, PAGE 246

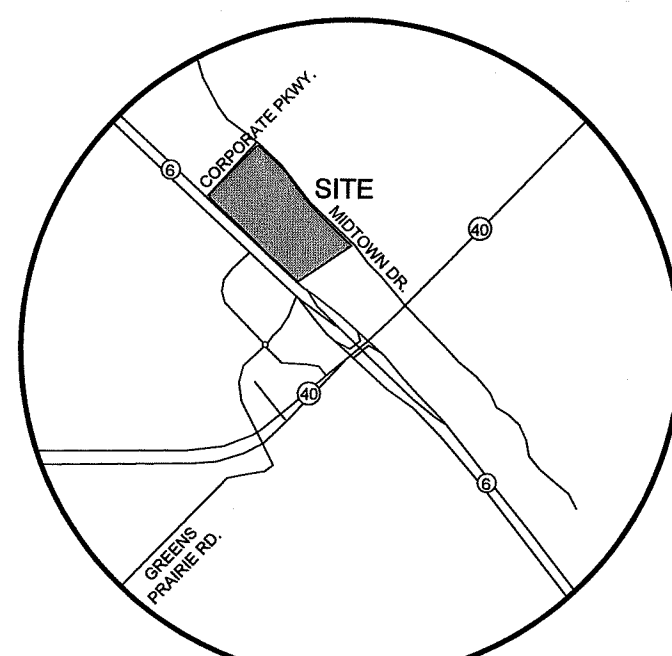
896.48'

1/2" CIRC

MIDTOWN DRIVE
(100' RIGHT-OF-WAY)

564.12'

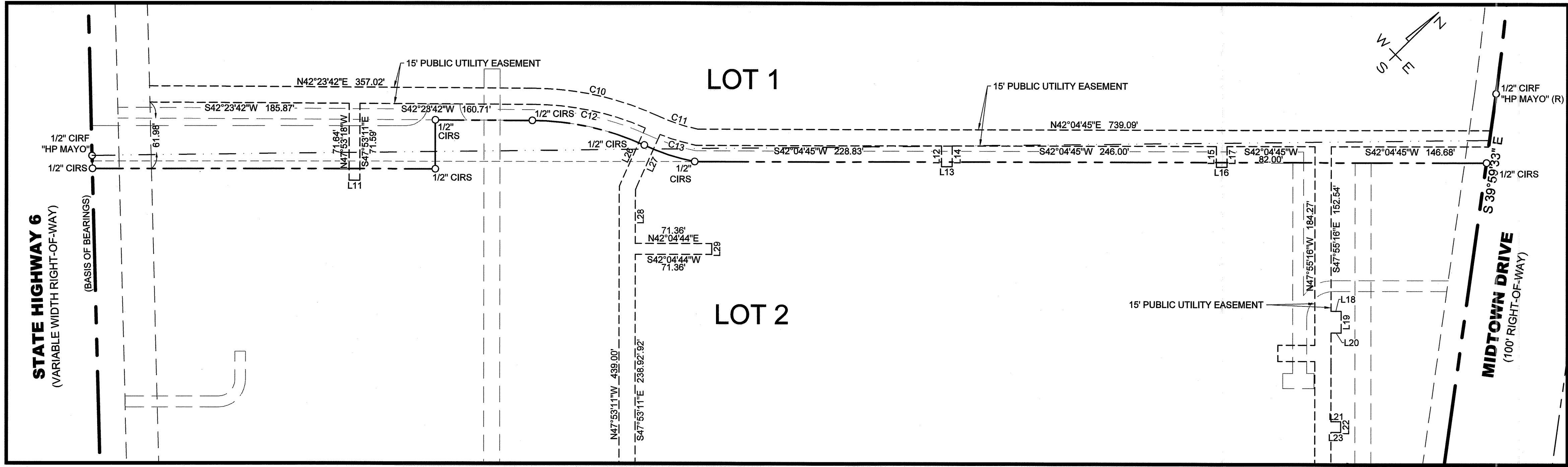
MATCHLINE ~ SEE SHEET 2



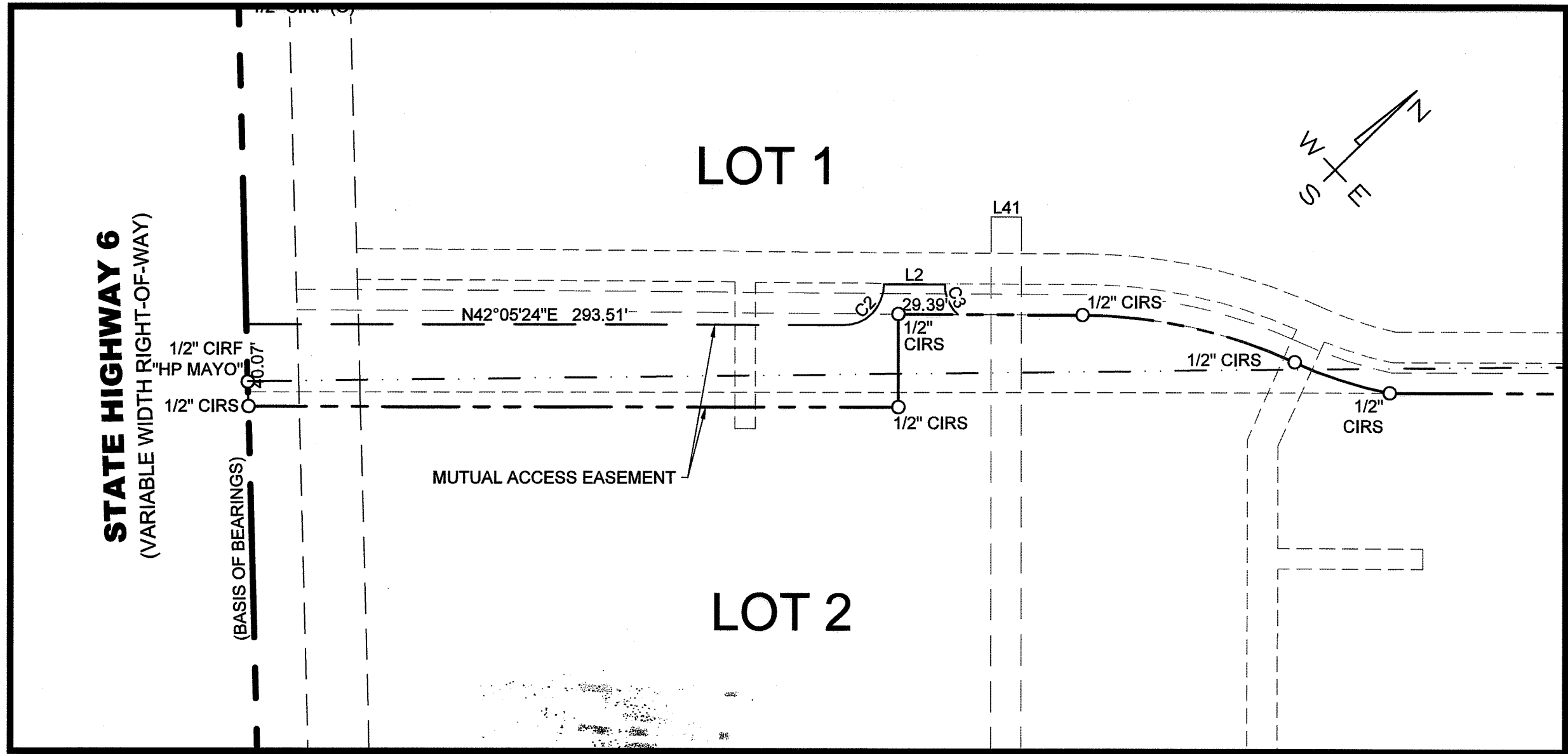
SHEET
3
OF
5

FINAL PLAT
MIDTOWN BUSINESS PARK, PHASE 1
LOT 1-4, BLOCK A

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS ■ SURVEYORS
750 MILLCREST PLAZA, SUITE 215
DALLAS, TEXAS 75201
(972) 480-7090
(972) 480-7099 FAX
Texas Engineers Registration No. 89
Texas Surveyors No. 10086900 Expires 12/31/2020
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DETAIL "B"
(PUBLIC UTILITY EASEMENT)
SCALE: 1" = 60'



DETAIL "C"
(MUTUAL ACCESS EASEMENT)
SCALE: 1" = 60'

FLOOD NOTE

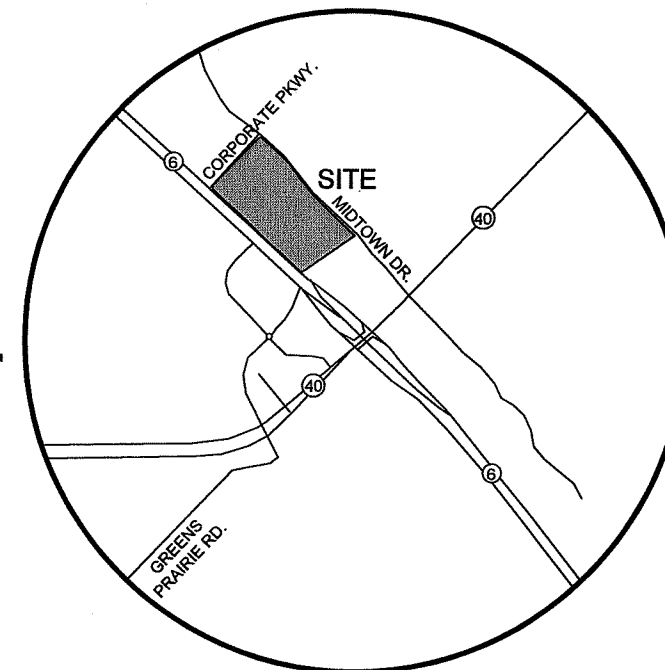
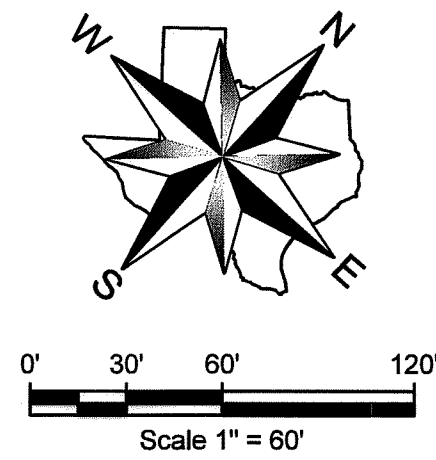
According to the Federal Emergency Management Agency, Flood Insurance Rate Map Community Panel No. 48041C0310F, dated April 2, 2014, this property is within Flood Zone X.

Zone X - Areas determined to be outside the 0.2% annual chance floodplain.

This flood statement does not imply that the property and/or the structure thereon will be free from flooding or flood damage. On rare occasions, greater floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

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College Station, Texas 77840

SURVEYOR/ENGINEER
Winkelmann & Associates
6750 Hillcrest Plaza Drive
Suite 215
Dallas, Texas 75243
(972) 490-7090



VICINITY MAP
NOT TO SCALE

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N04°07'35"W	70.35'
L2	N42°04'44"E	30.00'
L3	N47°55'16"W	26.59'
L4	N42°04'44"E	10.00'
L5	S47°55'16"E	26.59'
L6	N42°04'44"E	7.16'
L7	S47°55'16"E	13.97'
L8	S42°04'44"W	29.00'
L9	N47°55'16"W	14.00'
L10	N42°04'44"E	9.34'
L11	S42°06'52"W	10.00'
L12	N47°55'16"W	19.50'
L13	S42°04'44"W	10.00'
L14	S47°55'16"E	19.50'
L15	N47°55'16"W	19.50'
L16	S42°04'44"W	10.00'
L17	S47°55'16"E	19.50'
L18	N42°05'10"E	9.50'
L19	S47°55'16"E	20.35'
L20	S42°05'10"W	9.50'
L21	N42°04'44"E	9.07'
L22	S47°55'16"E	10.00'
L23	S42°04'44"W	9.07'

LINE TABLE		
LINE #	BEARING	DISTANCE
L24	S02°55'16"E	32.78'
L25	S87°05'46"W	38.56'
L26	N23°47'05"W	59.06'
L27	S23°47'05"E	56.01'
L28	S47°53'11"E	50.08'
L29	S47°55'16"E	10.00'
L30	S47°53'11"E	21.95'
L31	S42°06'52"W	10.00'
L32	N47°53'18"W	11.91'
L33	N87°05'46"E	26.12'
L34	N47°55'16"W	34.00'
L35	N42°04'44"E	10.00'
L36	S47°55'16"E	34.00'
L37	N47°55'16"W	34.00'
L38	N42°04'44"E	10.00'
L39	S47°55'16"E	34.00'
L40	N02°55'16"W	20.36'
L41	N42°04'44"E	15.00'
L42	N47°55'16"W	45.50'
L43	N34°01'44"W	25.68'
L44	S34°01'44"E	23.80'
L45	S35°38'41"W	36.69'
L46	S43°34'41"W	36.10'

LINE TABLE		
LINE #	BEARING	DISTANCE
L47	S47°58'16"E	51.22'
L48	S42°04'44"W	106.68'
L49	S42°04'44"W	105.29'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CH. L	CH. B
C1	90°00'28"	35.00'	54.98'	49.50'	S86°10'02"W
C2	90°00'00"	20.00'	31.42'	28.28'	N02°55'16"W
C3	47°08'59"	20.00'	16.46'	16.00'	S71°29'45"E
C4	90°00'00"	15.00'	23.56'	21.21'	N02°55'16"W
C5	90°00'00"	25.00'	39.27'	35.36'	N02°55'16"W
C6	24°40'03"	260.00'	111.94'	111.08'	S54°25'08"W
C7	13°31'05"	195.00'	46.01'	45.90'	N59°59'37"E
C8	13°47'24"	205.00'	49.34'	49.22'	N59°51'28"E
C9	24°40'25"	250.00'	107.66'	106.83'	S54°24'57"W
C10	24°39'22"	279.99'	120.49'	119.56'	S54°25'28"W
C11	12°53'29"	175.01'	39.38'	39.29'	N60°18'26"E
C12	23°25'10"	264.99'	108.32'	107.56'	S53°47'52"W
C13	10°34'48"	190.01'	35.09'	35.04'	N58°40'31"E
C14	90°00'00"	25.00'	39.27'	35.36'	S02°55'16"E
C15	53°07'48"	35.00'	32.46'	31.30'	S15°30'50"W

FINAL PLAT
MIDTOWN BUSINESS PARK, PHASE 1
LOT 1-4, BLOCK A
BEING 70.456 ACRES OUT OF THE ROBERT STEVENSON
SURVEY, ABSTRACT NO. 54
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

Winkelmann & Associates, Inc.
CONSULTING CIVIL ENGINEERS & SURVEYORS
6750 HILLCREST PLAZA, SUITE 215
DALLAS, TEXAS 75243
Texas Engineers Registration No. 89 0979 490-7090
COSTCO WHOLESALE CORP.
989 LAKE DRIVE
ISSAQUAH, WA 98027

ROBERT STEVENSON SURVEY ABSTRACT NO. 54
CITY OF COLLEGE STATION
BRAZOS COUNTY, TEXAS
COSTCO WHOLESALE CORP.
989 LAKE DRIVE
ISSAQUAH, WA 98027

FINAL PLAT
MIDTOWN BUSINESS PARK, PHASE 1
LOT 1-4, BLOCK A

Date : 3/1/21
Scale : 1" = 60'
File : 58831-FPLT
Project No. : 58831

SHEET
4
OF
5

PROPERTY DESCRIPTION

STATE OF TEXAS §
COUNTY OF BRAZOS §

WHEREAS, We, the City of College Station, are the sole owners of a tract of land situated in the ROBERT STEVENSON SURVEY, ABSTRACT NO. 54, in City of College Station, Brazos County, Texas, and being a portion of a tract of land described in deeds to the City of College Station as recorded in Volume 4329, Page 134, Volume 3900, Page 223, Volume 3900, Page 188, and Volume 5056, Page 43 Deed Records, Brazos County, Texas, and being more particularly described as follows:

BEGINNING at a 1/2-inch iron rod with red plastic cap stamped "HP MAYO" found for corner at the North end of a corner clip at the intersection of Northeast right-of-way of State Highway 6, a variable width right-of-way, with the Southeast right-of-way of Corporate Parkway, a 100-foot right-of-way;

THENCE North 41 degrees 09 minutes 48 seconds East, along the Southeast right-of-way of said Corporate Parkway, a distance of 1,256.71 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I. 5714" set for corner at the West end of a radial corner clip at the intersection of the Southeast right-of-way of said Corporate Parkway with the Southwest right-of-way of Midtown Drive, a 100-foot right-of-way, said point being the beginning of a curve to the right having a radius of 35.00 feet, a central angle of 90 degrees 00 minutes 28 seconds, a chord bearing of North 86 degrees 10 minutes 02 seconds East, and a chord length of 49.50 feet;

THENCE along said radial corner clip, an arc distance of 54.98 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I. 5714" set for corner on the Southeast right-of-way of said Midtown Drive;

THENCE along the Southwest right-of-way of said Midtown Drive, the following courses and distances:

South 48 degrees 49 minutes 44 seconds East, a distance of 553.25 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I. 5714" set for corner, said point being the beginning of a curve to the right having a radius of 1,950.00 feet, a central angle of 008 degrees 50 minutes 11 seconds, a chord bearing of South 44 degrees 24 minutes 39 seconds East, and a chord length of 300.44 feet;

Along said curve to the right, an arc distance of 300.74 feet to a 1/2-inch iron rod with red plastic cap stamped "HP MAYO" found for corner;

South 39 degrees 59 minutes 33 seconds East, a distance of 471.23 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I. 5714" set for corner, said point being the beginning of a curve to the left having a radius of 2,050.00 feet, a central angle of 08 degrees 45 minutes 33 seconds, a chord bearing of South 44 degrees 22 minutes 20 seconds East, and a chord length of 313.09 feet;

Along said curve to the left, an arc distance of 313.39 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I. 5714" set for corner;

South 48 degrees 45 minutes 06 seconds East, a distance of 896.48 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I. 5714" set for the North corner of Lot 12A, Block 1, Spring Creek Commons, an addition to the City of College Station, Brazos County, Texas, according to the Plat thereof recorded in Volume 9309, Page 248, Official Public Records, Brazos County, Texas;

THENCE South 53 degrees 00 minutes 02 seconds West, departing the Southwest right-of-way of said Midtown Drive, along the Northwest line of said Lot 12A, passing the West corner of said Lot 12A and the North corner of Lot 13AR, Block 1, of Spring Creek Commons, an addition to the City of College Station, Brazos County, Texas, according to the Plat thereof recorded in Volume 16415, Page 246, Official Public Records, Brazos County, Texas, at a distance 548.71 feet, along the Northwest line of said Lot 13AR, an additional distance of 278.35 feet, passing the West corner of said Lot 13AR and the North corner of said Lot 13AR and the North corner of Lot 1, Block 1, Spring Creek Commons, an addition to the City of College Station, Brazos County, Texas, according to the Plat thereof recorded in Volume 8274, Page 200, Official Public Records, Brazos County, Texas, continuing along the Northwest line of said Lot 1, an additional distance of 375.40 feet, a total distance of 1,202.46 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I. 5714" set for the West corner of said Lot 1 on the Northeast right-of-way of said State Highway 6;

THENCE along the Northeast right-of-way of said State Highway 6, the following courses and distances:

North 49 degrees 24 minutes 58 seconds West, a distance of 438.00 feet to a 1/2-inch iron rod with a red plastic cap stamped "W.A.I. 5714" set for corner;

North 55 degrees 07 minutes 36 seconds West, a distance of 201.00 feet to a concrete monument found for corner from which a 1/2-inch iron rod with red plastic cap stamped "HP MAYO" found bears South 63 degrees 22 minutes 52 seconds East, 1.18 feet;

North 49 degrees 24 minutes 58 seconds West, a distance of 1,627.70 feet to a 1/2-inch iron rod with red plastic cap stamped "HP MAYO" found for corner on the South end of said corner clip at the intersection of the Northeast right-of-way of said State Highway 6 with the Southeast right-of-way of said Corporate Parkway;

THENCE North 04 degrees 07 minutes 35 seconds West, along said corner clip, a distance of 70.35 feet to the POINT OF BEGINNING.

CONTAINING within these metes and bounds 70.456 acres or 3,069,074 square feet of land, more or less.

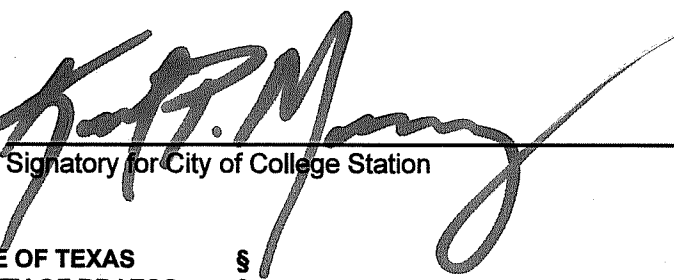
Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 30th day of September, 2020, utilizing a G.P.S. bearing related to the City of College Station "Horizontal Control Monuments" No. 138 and No. 256.

CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS §
COUNTY OF BRAZOS §

We, the City of College Station, owner and developer of the land shown on this plat, and designated herein as the MIDTOWN BUSINESS PARK, PHASE 1 to the City of College Station, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places thereon shown for the purpose and consideration therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

City of College Station

By: 
Signatory for City of College Station

STATE OF TEXAS §
COUNTY OF BRAZOS §

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared

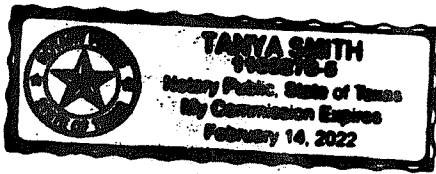
 known to me to be the person whose name is subscribed to the foregoing instrument and

acknowledged to me that the same was the act of the said the City of College Station, and that he executed the same for

the purpose and considerations therein expressed.


Notary Public in and for State of

My Commission Expires: 2-14-2022



CERTIFICATE OF SURVEYOR

STATE OF TEXAS §
COUNTY OF DALLAS §

I, Leonard J. Lueker, Registered Public Surveyor, No. 5714, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that property markers and monuments were placed under my supervision on the ground.

Leonard J. Lueker
Registered Professional Land Surveyor
Texas Registration No. 5714
l.lueker@winkelmann.com

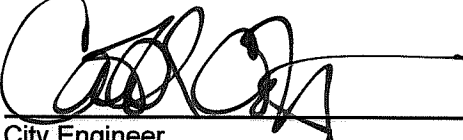
Winkelmann & Associates, Inc.
6750 Hillcrest Plaza Drive, Suite 215
Dallas, Texas 75230
(972) 490-7090 www.winkelmann.com



CERTIFICATE OF CITY ENGINEER

I,  City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat

conforms to the requirements of the Subdivision Regulations of the City of College Station.


City Engineer
City of College Station

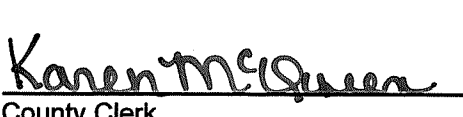
Filed for Record
Official Public Records Of:
Brazos County Clerk
On: 11/3/2021 9:25:01 AM
In the PLAT Records
Doc Number: 2021-1451519
Volume-Page: 17484-40
Number of Pages: 5
Amount: 73.00
Order#: 20211103000020
By: MG



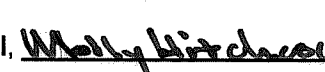
, do hereby certify that this plat together with its certificates

, day of, 2021, in the Deed Records of Brazos County, Texas,

WITNESS my hand and official Seal, at my office in Bryan, Texas.


County Clerk
Brazos County, Texas
(SEAL)

CERTIFICATE OF CITY PLANNER (for Amending or Minor Plats)

I,  City Planner of the City of College Station, Texas, hereby certify that this Subdivision Plat

conforms to the requirements of the Subdivision Regulations of the City of College Station.


City Planner
City of College Station

GENERAL NOTE:

- The lots designated as Greenways shall be owned and maintained by the City of College Station.
- A Property Owners Association (POA) along with the Covenants and Restrictions shall be created to establish restrictions and outline maintenance responsibilities.
- The areas designated as "Lick Creek Common Areas XX" are intended to allow for some reclamation of these common areas by the adjoining owner, if desired. The reclamation of this area for developable space shall be allowed only if the adjoining owner relocates the existing trail located on he common area. This relocation must be within the common area or adjacent greenway and must be outside the 100-year floodplain. Once the trail is relocated, the common area that has been reclaimed can be replatted into the adjoining lot for development. The relocated trail must have a minimum 20-foot buffer to remain between the edge of the trail and the adjoining lot.
- Bearings shown hereon are based upon an on-the-ground Survey performed in the field on the 30th day of September, 2020, utilizing a G.P.S. bearing related to the City of College Station "Horizontal Control Monuments" No. 138 and No. 256.
- Cross access will be required between these lots and is to be dedicated by Final Plat or at site development by separate instrument.

BIKE & PEDESTRIAN TRAIL NOTES:

- Future Bike & Trail locations on buildable lots shall provide a minimum 20-foot Public Access Easement dedicated at time of plat, centered on the trail.
- The future trails shown represent the intent of connectivity between existing & future trails. The City of College Station reserves the right to adjust locations shown as the buildable lots are final platted.
- The Bike & Pedestrian Trails shown on this Preliminary Plan shall be maintained by the City of College Station.

EASEMENT NOTES:

The following easements are included in the Title Commitment GF No. 16401 (February 2018) Schedule B, Item 10, issued by University Title Company, but are NOT located within or contiguous to the subject property (70.45 ac.):

- e Humble Pipe Line Co. - vol. 49, pg. 34 (off of map)
- f City of Bryan - vol. 144, pg. 65 (identified on map)
- g Wellborn Water Supply Corp. - vol. 295, pg. 420 (identified..)
- i Private Access Easement - vol. 374, pg. 109 (identified..)
- k Producer's Gas Co. - vol. 534, pg. 108 (identified on map)
- l City of CS & Wellborn WSC - vol. 590, pg. 275 (identified..)
- n City of College Station - vol. 758, pg. 594 (identified)
- hh Exxon Pipeline Co. - vol. 854, pg. 599 (off of map)
- o Seminole Pipeline Co. - vol. 929, pg. 419 (off of map)
- z Texas Municipal Power Agency - vol. 1231, pg. 15 (off of map)
- t Furgeson Burleson Gas - vol. 2085, pg. 36 (identified..)
- w Union Pacific Resources - vol. 2340, pg. 65 (identified..)
- x City of Bryan - vol. 2504, pg. 87 (identified on map)
- bb Wellborn S.U.D. - vol. 3768, pg. 25 (identified on map)

The following easements are known to be within the subject property but are not included in the Title Exceptions:

- x1 Union Pacific Resources - vol. 2345, pg. 32 (identified..)
- x2 20' P.U.E. Reserves - labeled on map, but not of record

EASEMENT NOTES:

The following easements are included in the Title Commitments from University Title Company relied upon for research on these City of College Station tracts (GF Nos 183178, 183179, 190518 and 190519), but are not located within the boundary of the proposed Midtown Business Park:

- Gulf States Utilities - vol. 130, pg. 217 (in BVSWMA tracts)
- City of College Sta. - vol. 742, pg. 509 (in Rock Pr. Rd.)
- City of College Sta. - vol. 746, pg. 510 (in Rock Pr. Rd.)
- City of College Sta. - vol. 776, pg. 348 (in Rock Pr. Rd.)
- City of College Sta. - vol. 953, pg. 664 (in BVSWMA tracts)
- Aquila SW Pipeline - vol. 1977, pg. 34 (in Midtown subd.)
- Ferguson Burleson - vol. 2085, pg. 94 (in Midtown subd.)
- City of Bryan/BTU - vol. 2449, pg. 21 (in Midtown subd.)
- City of College Sta. - vol. 3048, pg. 256 (in Spring Mead.)
- City of College Sta. - vol. 3209, pg. 86 (in Woodland Hills)

The following blanket easements may affect this property, but the utilities they cover are not located within the boundary of the proposed Midtown Business Park:

- Humble Pipe Line Co. - vol. 49, pg. 34 (amended in vol. 520, pg. 674 and partially released in vol. 3910, pg. 130) - pipelines covered are in the BVSWMA tracts
- City of Bryan/BTU - vol. 98, pg. 325, vol. 144, pg. 65, vol. 2504, pg. 87 & 309 (no BTU power lines remain within the proposed Business Park, but run along the Hwy. 6 and Wm. D. Fitch R.O.W. lines)



ROBERT STEVENSON SURVEY, ABSTRACT NO. 54

CITY OF COLLEGE STATION
BRAZOS COUNTY, TEXAS
COSTCO WHOLESALE CORP.
999 LAKE DRIVE
ISSAQUAH, WA 98027

FINAL PLAT
MIDTOWN BUSINESS PARK, PHASE 1
LOT 1-4, BLOCK A

Date : 3/1/21
Scale : N/A

File : 56831-FPLT

Project No. : 56831

SHEET

5 of 5

FINAL PLAT
MIDTOWN BUSINESS PARK, PHASE 1
LOT 1-4, BLOCK A
BEING 70.456 ACRES OUT OF THE ROBERT STEVENSON
SURVEY, ABSTRACT NO. 54
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

OWNER
City of College Station
1101 Texas Avenue
College Station, Texas 77840

SURVEYOR/ENGINEER
Winkelmann & Associates
6750 Hillcrest Plaza Drive
Suite 215
Dallas, Texas 75243
(972) 490-7090

EXHIBIT A-1
DEPICTION OF PROPERTY, PUBLIC PLAZA AND
SELLER'S REMAINING PROPERTY

STATE HWY 6

CORPORATE DRIVE

MIDTOWN DRIVE

Restaurant
± 7800 sf

shared
parking

Restaurant
6,000 sf

Retail A
15,000 sf

RETAIL
± 13.0 AC

Town Square
Covered
Pavillions
PLAZA
± 2.0 AC

FUTURE
13.67 AC

Restaurant
4,500 sf

Retail B
15,000 sf

TOTAL AREA =
28.67 AC

Restaurant /
Sports
12,000 sf

shared
parking

CRAEGER LANE

CRAEGER LANE

CRAEGER LANE

SITE PLAN

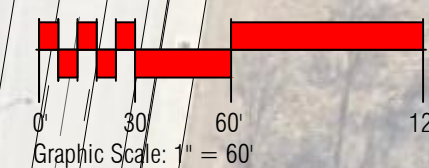


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project no.

24054-01

drawn

KO

date

8-22-24

SCHEME

SP-7

EXHIBIT B
TITLE COMMITMENT EFFECTIVE NOVEMBER 10, 2024

COMMITMENT FOR TITLE INSURANCE (T-7)

ISSUED BY

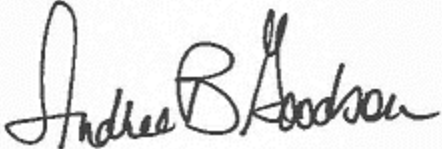
TEXAN TITLE INSURANCE COMPANY

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:



Authorized Countersignature
South Land Title, LLC

Company Name



Texan Title Insurance Company


Patrick F. Doyle, President

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: November 10, 2024, 8:00 am

GF No. BC2413586

Commitment No. BC2413586, issued November 15, 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: TBD
 - b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - 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, Texas
4. Legal description of land:
All that certain lot, tract or parcel of land lying and being situated in Brazos County, Texas and being Lot One (1), Block "A", MIDTOWN BUSINESS PARK, PHASE ONE, an addition to the City of College Station, Brazos County, Texas, according to the Plat recorded thereof in [Volume 17484, page 40](#), Official Records of Brazos County, Texas.

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.
- 2.
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 2025, 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 ____ 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. 20' Utility Easement on the northwest and northeast sides of property, Mutual Access Easement, 15' Drainage Easement and 10' Utility Easement on the southeast side of property as shown on plat of MIDTOWN BUSINESS PARK, PHASE ONE, an addition to the City of College Station, Brazos County, Texas, according to the Plat recorded thereof in [Volume 17484, page 40](#), Official Records of Brazos County, Texas and as evidenced by survey dated , prepared by James Michael Denney, Registered Professional Land Surveyor, No. 5414.
- i. Pipeline Easement from Mrs. Lily Carll, et vir to Humble Pipe Line Company, dated July 22, 1919, recorded in [Volume 49, page 34](#), Deed Records of Brazos County, Texas and amended in [Volume 520, page 674](#), Deed Records of Brazos County, Texas and partially released in [Volume 3910, page 130](#), Official Records of Brazos County, Texas.
- j. Easement from Mrs. Icy Dowling and W. I. Dowling to State of Texas, dated June 27, 1931, recorded in [Volume 80, page 527](#), Deed Records of Brazos County, Texas.
- k. Access Easement Reserved in Deed from James C. Creagor, et ux to Kingsland Development, Inc., dated May 26, 1977, recorded in [Volume 374, page 109](#), Deed Records of Brazos County, Texas.
- l. Easement from Hob-Pang Ngiam and Shau-King Ngiam to Producer's Gas Company, dated November 19, 1987, recorded in [Volume 517, page 492](#), Deed Records of Brazos County, Texas.
- m. Easement from James C. Creagor and Marion Creagor to General Telephone Company of the Southwest, dated December 8, 1983, recorded in [Volume 638, page 90](#), Official Records of Brazos County, Texas.
- n. Telephone Easement from Jerry Windham, et al to General Telephone Company of the Southwest, dated December 12, 1983, recorded in [Volume 638, page 161](#), Official Records of Brazos County,

Texas.

- o. Easement from Susan Creagor Helm, et al to City of College Station, Texas, dated August 30, 1984, recorded in [Volume 719, page 243](#), Official Records of Brazos County, Texas.
- p. Encroachment Agreement by and between Exxon Pipeline Company and The City of College Station, Texas, dated October 3, 1985, recorded in [Volume 854, page 599](#), Official Records of Brazos County, Texas.
- q. Easement from John Emory Marsh, Jr., et al to City of College Station, Texas, dated January 16, 1987, recorded in [Volume 945, page 391](#), Official Records of Brazos County, Texas.
- r. Easement from James Creagor and Marion Creagor to City of College Station, Texas, dated March 2, 1987, recorded in [Volume 954, page 349](#), Official Records of Brazos County, Texas.
- s. Defined Public Utility Easement from Jerry Windham, et al to City of College Station, dated April 20, 1987, recorded in [Volume 965, page 768](#), Official Records of Brazos County, Texas.
- t. Easement from Frank Thurmond and Jerry Windham to Texas Municipal Power Agency, dated December 5, 1990, recorded in [Volume 1231, page 15](#), Official Records of Brazos County, Texas.
- u. Easement from Marion Violet Creagor and Susan Cheryl Creagor Helm, as Co-Trustees of the James Carl Creagor Family Trust to City of College Station, Texas, dated September 7, 1995, recorded in [Volume 2439, page 227](#), Official Records of Brazos County, Texas.
- v. Easement from Michael Creagor to City of College Station, Texas, dated March 3, 1998, recorded in [Volume 3048, page 252](#), Official Records of Brazos County, Texas.
- w. Easement from Susan Creagor Helm to City of College Station, Texas, dated March 3, 1998, recorded in [Volume 3048, page 256](#), Official Records of Brazos County, Texas.
- x. Easement from Marion Violet Creagor and Susan Cheryl Creagor Helm, Co-Trustees of the James Carl Creagor Family Trust to City of College Station, Texas, dated March 3, 1998, recorded in [Volume 3048, page 259](#), Official Records of Brazos County, Texas.
- y. Easement from Frank Thurmond and Jerry Windham to City of College Station, dated July 1, 1998, recorded in [Volume 3209, page 86](#), Official Records of Brazos County, Texas.
- z. Easement from Louise Marsh Reeves, et al to City of College Station, Texas, dated July 24, 1998, recorded in [Volume 3229, page 241](#), Official Records of Brazos County, Texas.
- aa. Easement from Louise Marsh Reeves, Individually and as Trustee of the Marsh-Reeves Trust, et al to City of College Station, Texas, dated August 26, 1999, recorded in [Volume 3596, page 45](#), Official Records of Brazos County, Texas.
- bb. Easement from Frank Thurmond and Jerry Windham to Wellborn Special Utility District, dated January 11, 2000, recorded in [Volume 3768, page 25](#), Official Records of Brazos County, Texas.
- cc. Notice of Utility or Infrastructure on City Property by City of College Station, dated May 15, 2017, recorded in [Volume 14033, page 142](#), Official Records of Brazos County, Texas.

- dd. Notice of Utility or Infrastructure on City Property by the City of College Station, dated May 15, 2017, recorded in [Volume 14033, page 130](#), Official Records of Brazos County, Texas.
- ee. Easement from City of College Station, Texas to City of Bryan, Texas, dated August 20, 2020, recorded in [Volume 16317, page 53](#), Official Records of Brazos County, Texas.
- ff. Terms, conditions and stipulations of that certain Reciprocal Easement and Shared Use Agreement dated November 10, 2021 by and between the City of College Station and Costco and Wholesale Corporation, recorded in [Volume 17502, page 248](#), Official Records of Brazos County, Texas.
- gg. Easement from City of College Station, Texas to Costco Wholesale Corporation, dated November 10, 2021, recorded in [Volume 17502, page 248](#), Official Records of Brazos County, Texas.
- hh. Terms and conditions contained in Waiver of Surface Use executed by Marion Violet Creagor, dated April 24, 1998, recorded in [Volume 3176, page 6](#), Official of Brazos County, Texas.
- ii. Mineral reservation in Deed from James Carll Creagor, et ux to Kingsland Development, Inc., dated May 26, 1977, recorded in [Volume 374, page 109](#), Deed Records of Brazos County, Texas; subject to surface waiver recorded in [Volume 3176, page 6](#), Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- jj. Mineral reservation, with surface waiver, in Deed from Hoo-Pang Ngiam, et ux to Bernath Concrete Products Company, dated April 14, 1983, recorded in [Volume 571, page 140](#), Deed Records of Brazos County, Texas; subject to surface waiver contained therein. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- kk. Mineral reservation, with surface waiver, in Deed from Hoo-Pung Ngium, et ux to Jerry Windham and Frank Thurmond, dated April 14, 1983, recorded in [Volume 571, page 144](#), Deed Records of Brazos County, Texas; subject to surface waiver contained therein. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- ll. Terms, conditions and stipulations as set forth in Stipulation of Interest Agreement by and between Marsh-Reeves Trust, John Emory Marsh, Jr., Louise Marsh Reeves, Robert Emory Reeves, and Marsha Reeves Duemke dated January 28, 1991, recorded in [Volume 1249, page 37](#), [42](#), [47](#), and [52](#), Official Records of Brazos County, Texas.
- mm. Mineral Deed from Marion Violet Creagor, Independent Executrix of the Estate of James Carll Creagor, Deceased to Marion Violet Creagor, dated July 12, 1993, recorded in [Volume 1849, page 321](#), Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.
- nn. Mineral conveyance contained in Marsh-Reeves Trust from Grace H. Marsh to Louise M. Reeves dated March 25, 1981, recorded in [Volume 2007, page 294](#), Official Records of Brazos County, Texas. Reference to which instrument is here made for particulars. No further search of title has been made as to the interest(s) evidenced by this instrument and the Company makes no representation as to the ownership or holder of such interest(s).
- oo. Mineral reservation, with surface waiver, in Deed from Marion Violet Creagor, et al to City of College Station, Texas, dated August 14, 2000, recorded in [Volume 3900, page 188](#), Official Records

of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.

- pp. Mineral reservation, with surface waiver, in Deed executed by Jerry Windham, et al to City of College Station, dated August 14, 2000, recorded in [Volume 3900, page 223](#), Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- qq. Mineral reservation, with surface waiver, in Deed from Louise Marsh Reeves, Individually and as Trustee of the Marsh-Reeves Trust, et al to City of College Station, Texas, dated September 27, 2001, recorded in [Volume 4329, page 134](#), Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- rr. Mineral reservation, with surface waiver, in Deed from Louise Marsh Reeves, Individually and as Trustee of the Marsh-Reeves Trust, et al to City of College Station, Texas, dated January 8, 2003, recorded in [Volume 5056, page 43](#), Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.
- ss. Mineral Deed from Ronald S. Y. Ngiam, Independent Administrator with Will Annexed of the Estate of Hoo-Pang Ngiam, Deceased to Kim S. K. Ngiam, dated June 8, 2015, recorded in [Volume 12821, page 27](#), Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.
- tt. Mineral Deed from Louise M. Reeves to Southwest Petroleum Company, L.P., dated June 22, 2018, recorded in [Volume 14782, page 234](#), Official Records of Brazos County, Texas. Title to this mineral interest has not been traced subsequent to the date of the above-cited instrument.
- uu. Estate created by Oil and Gas Lease(s) from Grace H. Marsh and J. E. Marsh to H. B. Pressley, dated February 12, 1942, recorded in [Volume 3, page 377](#), Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- vv. Estate created by Oil and Gas Lease(s) from Grace and J. E. Marsh to Joe Vickery, dated February 8, 1952, recorded in [Volume 11, page 333](#), Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- ww. Estate created by Oil and Gas Lease(s) from James C. Creagor and Marion Creagor to Tidewater Oil Co., dated October 23, 1957, recorded in [Volume 14, page 331](#), Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- xx. Estate created by Oil and Gas Lease(s) from Grace Marsh and J. E. Marsh to Jay Callahan, dated January 30, 1957, recorded in [Volume 14, page 394](#), Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- yy. Estate created by Oil and Gas Lease(s) from James C. Creagor and Marion Creagor to Cities Service Company, dated August 17, 1976, recorded in [Volume 23, page 550](#), Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- zz. Estate created by Oil and Gas Lease(s) from James Carl Creagor to Cities Service Company, dated August 12, 1976, recorded in [Volume 23, page 608](#), Oil & Gas Records of Brazos County, Texas.

Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.

- aaa. Estate created by Oil and Gas Lease(s) from Grace H. Marsh a/k/a Mrs. J. E. Marsh to Cities Service Company, dated August 27, 1976, recorded in [Volume 23, page 706](#), Oil & Gas Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- bbb. Estate created by Oil and Gas Lease(s) from George Creagor, et al to Union Pacific Resources Co., dated July 19, 1990, recorded in [Volume 1205, page 820](#); [Volume 1206, page 16, 23, and 34](#); [Volume 1209, page 215](#), Official Records of Brazos County, Texas and Amended in [Volume 1839, page 306, 324, 332 and 340](#); and [Volume 1840, page 1](#), Official Records of Brazos County, Texas. Subject to Surface Waiver recorded in [Volume 2501, page 282](#), Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- ccc. Estate created by Oil and Gas Lease from Hoo-Pang Ngiam, et ux to Union Pacific Resources Company, dated July 19, 1990, recorded in [Volume 1207, page 369](#), and amended in [Volume 1839, page 314](#), Official Records of Brazos County, Texas; subject to the surface waivers recorded in [Volume 3421, page 140](#) and [Volume 3494, page 237](#), Official Records of Brazos County, Texas. Title to this lease has not been traced subsequent to the date of the above-cited instrument.
- ddd. Estate created by Oil and Gas Lease from James C. Creagor, et ux to Union Pacific Resources Company, dated August 13, 1990, recorded in [Volume 1214, page 475](#), Official Records of Brazos County, Texas. Title to this lease has not been traced subsequent to the date of the above-cited instrument.
- eee. Estate created by Oil and Gas Lease(s) from Robert Emory Reeves to Union Pacific Resources Company, dated September 14, 1990, recorded in [Volume 1218, page 421](#), Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- fff. Estate created by Oil and Gas Lease(s) from Louise Marsh Reeves, Individually and as Trustee of the Marsh-Reeves Trust to Union Pacific Resources Co., dated September 14, 1990, recorded in [Volume 1218, page 427](#), Official Records of Brazos County, Texas, subject to the surface waiver recorded in [Volume 4583, page 171](#), Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- ggg. Estate created by Oil and Gas Lease(s) from John E. Marsh, Jr. to Union Pacific Resources Co., dated September 14, 1990, recorded in [Volume 1218, page 439](#), Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- hhh. Estate created by Oil and Gas Lease(s) from Marsha Reeves Duemke to Union Pacific Resources Co., dated September 14, 1990, recorded in [Volume 1220, page 302](#), Official Records of Brazos County, Texas, subject to the surface waiver recorded in [Volume 5017, page 207](#), Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.
- iii. Estate created by Memorandum of Oil and Gas Lease(s) from Susan Creager Helm, et al to Petroedge Energy, III, LLC, dated July 22, 2014, recorded in [Volume 12163, page 173, 175, 177, & 179](#), Official Records of Brazos County, Texas. Title to said lease(s) has not been traced subsequent to the date of the above-cited instrument.

jjj. Property lies within the boundary of the College Station Tax Increment Zone #19 (CSMD-E)

NOTE: Federal law prohibits enforcement of such personal restrictions and even limits the ability of the title company to report or show them. To the extent such personal restrictions are contained in any document listed as an exception to title in this insuring form, such personal restrictions or covenants are omitted from the exception. If the Company or its title insurance agent have provided copies of documents containing such personal restrictions or covenants, we are simply providing a true copy of the recorded documents and do not publish, state, or imply such personal restrictions or covenants are enforceable.

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: 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.
6. Company must be furnished documents evidencing Municipal authority to convey subject property pursuant to Statutes and Laws governing the State of Texas.
7. 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.
8. 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.
9. Company will require tax certificates on the subject property showing all taxes paid up to and including the year 2024.
10. Company will require a properly executed Waiver of Inspection.
11. Company requires an Affidavit as to Debts and Liens to be executed at closing.
12. "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."

13. For informational purposes: Texas law may require certain Seller notices. Some notices, including the Notice to Purchaser of Special Taxing or Assessment District, are required to be filed in the real property records. The title company does not determine what notices are required for any specific transaction and does not identify districts in which the property is located. Please contact an attorney for guidance regarding Seller notice requirements. The Seller should notify the title company of any notices they will want recorded at the time of closing.

The following is for informational purposes only:

The current vesting deed is as follows:

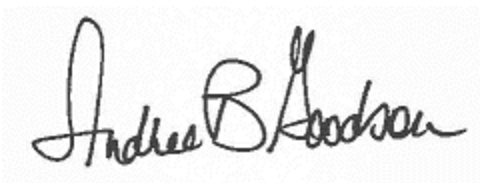
Warranty Deed executed by Louise Marsh Reeves, et al to City of College Station, Texas, dated January 8, 2003, recorded in [Volume 5056, page 43](#), Official Records of Brazos County, Texas.

Warranty Deed executed by Louise Marsh Reeves, et al to City of College Station, Texas, dated September 27, 2001, recorded in [Volume 4329, page 134](#), Official Records of Brazos County, Texas.

Warranty Deed executed by Jerry Windham and Frank Thurmond to City of College Station, dated August 14, 2000, recorded in [Volume 3900, page 223](#), Official Records of Brazos County, Texas.

Warranty Deed executed by Marion Violet Greagor, et al to City of College Station, Texas, dated August 14, 2000, recorded in [Volume 3900, page 188](#), Official Records of Brazos County, Texas.

Countersigned
South Land Title, LLC

By: 
Authorized Counter Signature

SCHEDULE D

GF No. BC2413586

Effective Date: November 10, 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	\$0.00
Loan Policy	\$0.00
Endorsement Charges	\$0.00
Other	\$0.00
Total	\$0.00

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			
1	2	3	4	5	6	7	8
\$0.00		3	41				

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, DOYLE LAW FIRM, PLLC (the “Doyle Law Firm”), may have prepared documents of conveyance, curative documents, or documents pertaining to a loan obtained from a lending institution (or individual owner under an owner-finance) to finance all or part of the purchase price of Buyer/Borrower’s property, or to refinance an earlier loan made to Buyer/Borrower, or which Buyer/Borrower assumed, that is secured on the subject property (collectively, the “Legal Documents”). In the event any such Legal Documents were prepared by the Doyle Law Firm; you must pay for such services. By signing below, Buyer/Borrower is acknowledging that the Doyle Law Firm has not represented Buyer/Borrower’s interests or given Buyer/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 TEXAS FIRST BANK, PATRICK F. DOYLE AND DOYLE LAW FIRM, PLLC

The **Doyle Law Firm** has an ongoing attorney-client relationship with Texas Independent Bancshares, Inc., and Texas First Bank. Additionally, **PATRICK F. DOYLE** is the sole owner of the **Doyle Law Firm**, and serves as a director of Texas Independent Bancshares, Inc., and Texas First Bank.

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**.

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

The undersigned 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

In the event any Legal Documents were prepared by the **Doyle Law Firm**, the undersigned acknowledges that they must pay at the time of closing, or on demand, the legal fees of the **Doyle Law Firm**. The charges for the services of the **Doyle Law Firm** are set forth on the closing statement or settlement statement furnished by the closing agent. You have not been charged any fee for the preparation of any Truth-in-Lending Statement or RESPA Good Faith Estimate of closing costs. Attached hereto as **Exhibit A** and incorporated herein is an Affiliated Business Arrangement Disclosure Statement, which sets forth the **Doyle Law Firm**’s relationship to **PATRICK F. DOYLE** and Settlement Service Charge or range of charges.

VII. DESCRIPTION OF LEGAL SERVICES

If representing the lender’s interest in this loan transaction, the **Doyle Law Firm** provided a variety of services of a legal nature. The **Doyle Law Firm** 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, the undersigned acknowledges that the **Doyle Law Firm** may have prepared certain Legal 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**.

The undersigned 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. Furthermore, the undersigned 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, the undersigned will pay such charges attributable to it upon written request.

VIII.

ACKNOWLEDGEMENT/WHAT SIGNING THIS MEANS

By signing below, you acknowledge to the lender, the **Doyle Law Firm** 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#: BC2413586

This is to give you notice that **PATRICK F. DOYLE** has a business relationship with and an ownership interest in **REALTY TAX SEARCH, INC.** and **TEXAN TITLE HOLDINGS, LLC**.

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	\$40.00
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ACKNOWLEDGEMENT

The undersigned has read this disclosure form and understands that **PATRICK F. DOYLE** is referring the undersigned to purchase the above-described settlement services and may receive financial or other benefits as a 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: THE CORINTH GROUP, INC., a Texas corporation

GRANTEE'S MAILING ADDRESS: 4645 N. Central Expressway
(including county) 300 Knox Place
Dallas, Texas 75205

CONSIDERATION: TEN AND NO/ Dollars (\$10.00) and other good and valuable consideration

PROPERTY:

All those certain lots, tracts or parcels of land, lying and being situated in Brazos County, Texas and being _____ acres of Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas according to the Plat of record in Volume 17484, Page 40 in the Official Records of Brazos County, Texas.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. _____

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, on, under and over 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 there shall never in any event be any ingress or egress on or across the surface of the above-described premises 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.

GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the Property; provided that there shall never in any event be any ingress or egress on or across the surface of the above described Property for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, except as may have been reserved by predecessors in title, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other 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, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its 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 WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS,

WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) 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 (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, 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 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 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.

Reference is hereby made to that certain Development Agreement (the "DA") dated to be effective as of _____, by and between Grantor and Grantee (or Grantee's predecessor in interest). Notwithstanding anything herein to the contrary:

- (1) If Grantee does not meet the Commencement of Construction Deadline for the Public Plaza (as defined in the DA), such deadline being _____, then, subject to the terms and conditions in the DA, the conveyance for the Public Plaza (as defined in the DA) within the Property shall be null and void, and fee simple title to the Public Plaza within the Property shall absolutely revert to Grantor, its successors and assigns without the necessity of re-entry or suit; and no act or omission on the part of any beneficiary of this clause shall be a waiver of the operation and enforcement of such reversion right, or
- (2) If Commencement of Construction fails as a result of revocation of a Permit (as such terms are defined in the DA), then, subject to the terms and conditions in the DA, the Grantor may demand the Grantee reconvey the Public Plaza within the Property to the Grantor and Grantee shall have thirty (30) days after Grantee receives Grantor's demand to achieve

Commencement of Construction. Should Grantee fail to achieve Commencement of Construction within the thirty (30) days, then upon the thirty-first (31st) day, Grantee shall reconvey the Public Plaza within the Property to the Grantor and the Public Plaza within the Property shall become fee simple estate owned by the Grantor.

When the context requires, singular nouns and pronouns include the plural.

**CITY OF COLLEGE STATION, TEXAS,
Texas Home Rule Municipal Corporation.**

By: _____
JOHN P. NICHOLS, Mayor

ATTEST:

City Secretary

**THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §**

This instrument was acknowledged before me on the _____ day of _____, 202____, by **JOHN P. NICHOLS**, as Mayor of the City of College Station, a municipal home rule 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

EXHIBIT D
BUYER'S DEVELOPMENT PROPOSAL

See attached Buyer's Development Proposal on the following pages. The terms of this Real Estate Contract shall take precedence and control over any term or provision of this Buyer's Development Proposal that in any way conflicts with, differs from, or attempts to alter the terms of this Real Estate Contract.

CORINTH PROPERTIES

January 3rd, 2025

Mr. Michael Ostrowski, Chief Development Officer
 Mr. Brian Piscacek, Assistant Director Economic Development
 Ms. Stacey Vasquez, Economic Development Coordinator
 Economic Development and Tourism
 1207 Texas Avenue
 College Station, Texas 77840

RE: Letter of Intent (“**LOI**”) outlining the general terms to purchase and develop the Property located at the corner of Highway 6 and Corporate Parkway in College Station, Texas.

The purchase and sale of the Property is contemplated to occur in two phases outlined below. Moreover, Purchaser and Seller will work in partnership to develop part of the Property into a public Community Space with an adjacent covered pavilion-like structure.

This LOI is not intended to constitute, and shall not constitute, a contract for the sale of the Property, but will merely serve as a guideline on which an appropriate Purchase and Sale Agreement may be prepared.

PROPERTY:	+/- 28.66 acres located at the intersection of Highway 6 and Corporate Parkway in the Midtown Business Park in College Station, TX. See Exhibit A .
SELLER:	The City of College Station
PURCHASER:	Corinth Group, Inc. and/or an entity controlled by it.
DEAL STRUCTURE:	The Property will be divided into three separate sections for purposes of the purchase and sale. See Exhibit B. 1) Phase One Development Site – +/- 13 acres of developable commercial land. 2) Community Space – +/- 2 acres of land to be developed into a shared recreational greenspace with an open-air pavilion. Seller will work in partnership with Purchaser to develop this portion of the site. 3) Future Development Site – +/- 14 acres of developable commercial land to be purchased and developed at a later date. Purchaser will have a Purchase Option for the Future Development Site per the terms outlined in this Letter of Intent. The acreages contemplated in this LOI for each subdivided portion of land are rough estimates. The exact size of each section of the project will be finalized through a joint design process between Purchaser and Seller as part of the overall development of the Property.

PURCHASE PRICE:	The Purchase Price for both the Phase One Development Site and the Future Development Site is \$8.00 per land square foot. The total Purchase Price for both transactions will be calculated once the actual size of each parcel is finalized and agreed to by Purchaser and Seller as part of the initial design process.
EARNEST MONEY:	Within three (3) business days of the execution of a Purchase and Sale Agreement, Purchaser shall transfer and deliver to the Title Company \$100,000 (“Earnest Money Deposit”) to be held in escrow and to secure Purchaser’s obligations under the Purchase and Sale Agreement. Purchaser and Seller agree that \$50,000 of the Earnest Money will be a “Contract Fee” and shall be non-refundable for the Feasibility Period. The Earnest Money will be applicable to the Purchase Price.
SELLER-PROVIDED INFORMATION:	Seller agrees to deliver all pertinent documents related to the Property in Seller’s possession to Purchaser.
FEASIBILITY PERIOD:	Purchaser shall have a period of one-hundred and eighty (180) days from the Effective Date of the Purchase and Sale Agreement (and any associated governmental approvals) to inspect the Property, research municipal ordinances and requirements and all information relating thereto. In the event that Purchaser, during the Feasibility Period, in its sole discretion disapproves any requirement, document, or any portion of the Property, or determines that the purchase is not economically feasible, it may at its option be relieved of all liability under the Purchase and sale agreement and the Earnest Money shall be promptly returned, less \$100.00 for Independent Consideration, to Purchaser by the Title Company. Purchaser shall be able to purchase two thirty (30) day extensions of the Feasibility Period. Each extension will cost \$10,000 of additional non-refundable Earnest Money.
DEVELOPMENT AGREEMENT	During the Feasibility Period, Purchaser and Seller shall endeavor to negotiate a mutually acceptable “Development Agreement” that will govern the overall partnership between Purchaser and Seller in the development of the Property. The Development Agreement will define items such as (but not limited to): - Roles and Responsibilities of Purchaser and Seller in the development of the Community Space. - Design guidelines and restrictions, if any, for both the Community Space and the buildings to be constructed on the Property.

	- Use restrictions, if any, for both the Community Space and the buildings to be constructed on the Property. - Cost sharing between Purchaser and Seller of the improvements, infrastructure and paving necessary to support the operations of the Community Space. - Incentives, abatements, funds for the benefit of the overall development of the Property.
PURCHASE OPTION:	Purchaser shall have the exclusive right to purchase the Future Development Site at a future date that is mutually acceptable to both Seller and Purchaser. The Purchase Price for the Future Development Site is defined in the "Purchase Price" section above. Purchaser agrees to pay an "Option Fee" totaling \$70,000 following the expiration of the Feasibility Period. The "Option Fee" will be non-refundable but applicable to the Purchase Price of the Future Development Site. The Purchase Option shall be in effect for eighteen (18) months, starting on the date when the first certificate of occupancy is granted by the City for a building on the property. The Option Period will expire upon the earlier date of eighteen (18) months after the first certificate of occupancy is granted by the City for a building on the Property or thirty (30) months after the Closing Date outlined in a Contract. Purchaser may pay a non-refundable \$50,000 fee to extend the Option Period for up to ninety (90) days. This Option Extension Fee will be applicable to the purchase price of the Future Development Site.
CLOSING:	Closing of the Phase One Development Site will occur sixty (60) days following the expiration of the Feasibility Period.
PRORATIONS:	Taxes shall be prorated between the Seller and Purchaser as of the Closing Date.
CLOSING COSTS:	Seller and Purchaser shall each be responsible for their own legal fees. Purchaser shall pay for any necessary third-party reports it deems necessary as part of its due diligence process. Purchaser to pay for the Title Policy premium, Recording Fees, and Escrow Fees. All other closing costs shall be allocated as is customary for a real estate transaction in the College Station MSA.
TITLE COMPANY:	Southland Title, LLC, 3800 Cross Park Dr., Bryan, TX 77802
ENCUMBRANCES:	Purchaser shall acquire the Property free and clear of any debts, liens or assessments. Any costs associated with prepaying existing debt, removing liens or maintaining bonds shall be paid by Seller.
COMMISSIONS:	Seller will pay all brokerage commissions associated with the sale of the Property to its representative, Oldham Goodwin, who has

	agreed to share equally in the commission with Purchaser's Broker, Falcon Realty Advisors.
NON-BINDING NATURE:	It is expressly agreed by Purchaser and Seller that this Letter of Intent is non-binding on Purchaser and Seller, and Purchaser and Seller will have no obligation to purchase or sell the Property prior to the mutual execution and delivery of a Contract. Seller acknowledges and agrees that the terms and conditions of this Letter of Intent remain subject to (i) review and approval by Purchaser's required authorization procedures and (ii) further inspection of the Property by representatives of Purchaser.
EXCLUSIVITY:	By signing this Letter of Intent below, Seller agrees to act in good faith to negotiate with Purchaser a mutually acceptable Contract and will not initiate, solicit, continue or respond to any offers or negotiations for the sale of the Property to any person or entity other than Purchaser during the period from the execution date hereof until the execution and delivery of a mutually acceptable Contract by both parties hereto.
CONFIDENTIALITY:	Purchaser and Seller agree not to release any information regarding this transaction to the press, the real estate brokerage community or any party that is not relevant to the closing of this transaction until a mutually agreed upon date.

Corinth Group is interested in pursuing discussions regarding a potential transaction on the above general terms. Please sign and return a copy of this LOI to confirm your interest in pursuing discussions regarding the potential sale of this Property on these general terms.

Please do not hesitate to contact us if you need to clarify any of the above or any other matters.

Sincerely,

Corinth Properties



Frank Mihalopoulos,
Owner & Principal
(214)-783-1822
frank@corinthproperties.com



Arthur Brousseau,
Vice President, Acquisitions & Development
(214)-707-9025
arthur@corinthproperties.com

Exhibit A

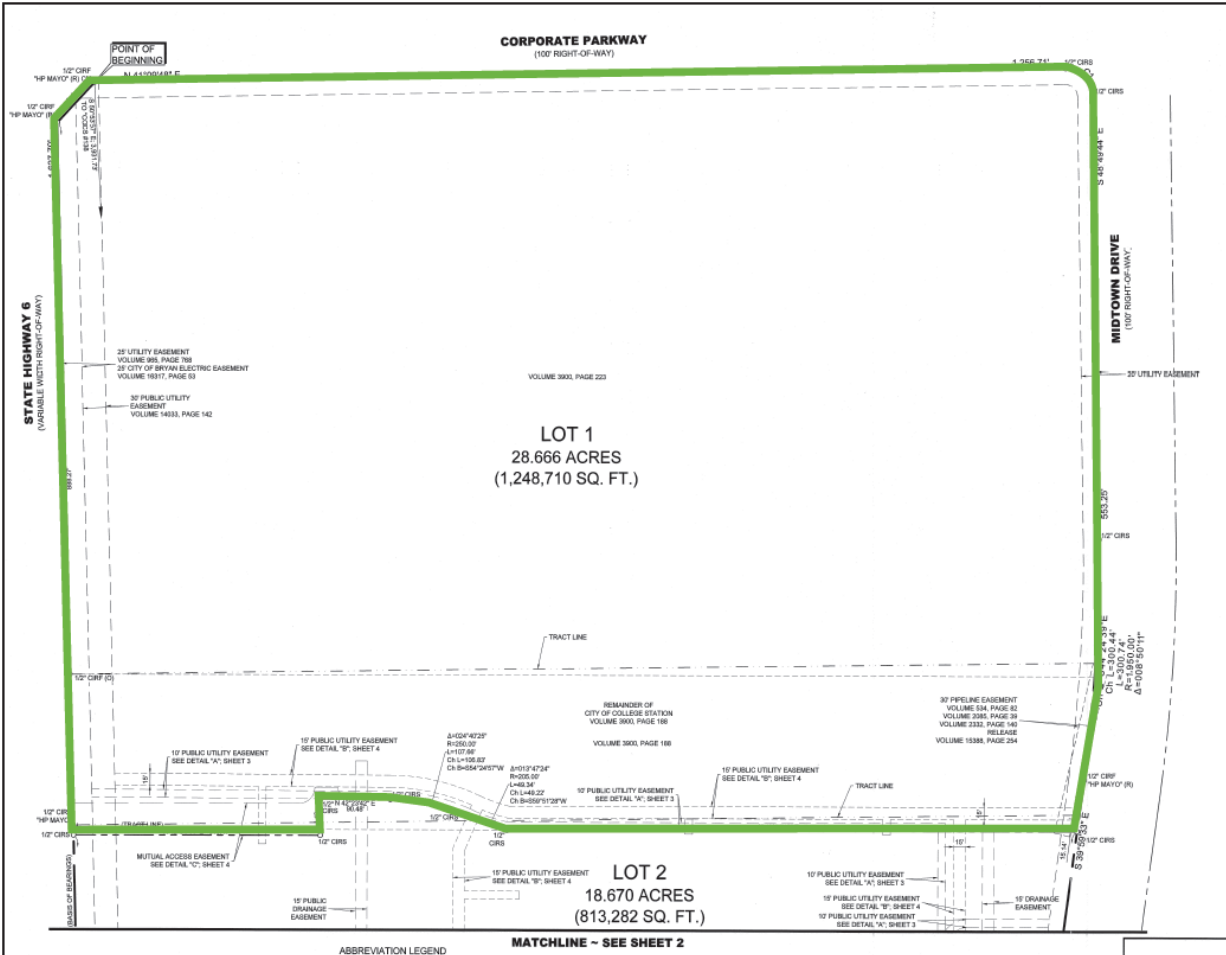
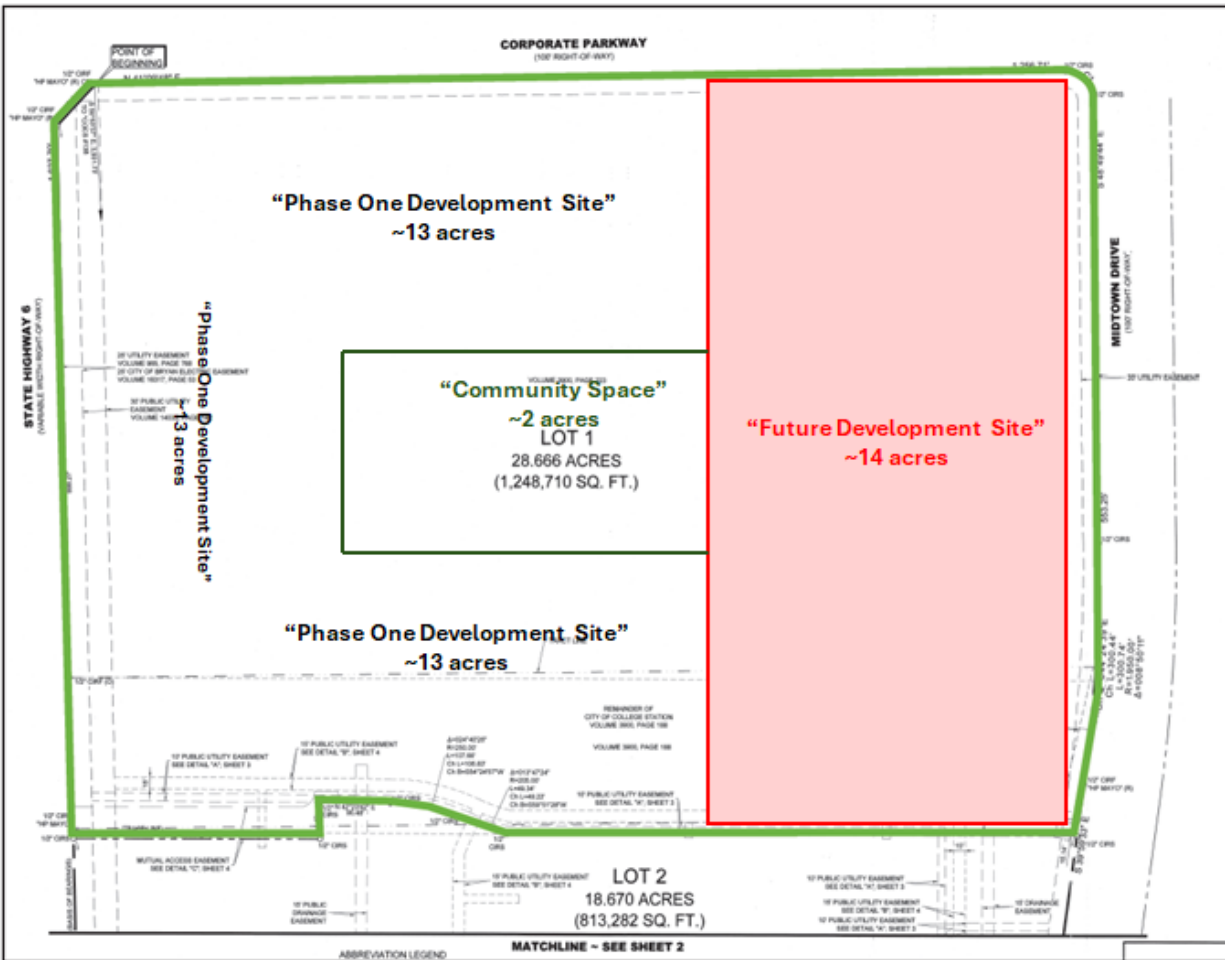


Exhibit B



January 9, 2025
Item No. 8.4.
Northgate Area Planning Efforts

Sponsor: Anthony Armstrong, Director of Planning and Development, Michael Ostrowski, Chief Development Officer

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding planning efforts for the Northgate area, as well as public engagement efforts relating to the potential sale of the Northgate surface parking lot.

Relationship to Strategic Goals:

- Good Governance
- Financial Sustainability
- Core Services & Infrastructure
- Diverse & Growing Economy
- Improving Mobility

Recommendation(s): To receive the presentation and provide direction to staff.

Summary: Staff will present additional information, including a timeline for the Northgate small area plan and details on public engagement efforts regarding the potential sale of the Northgate surface parking lot.

Budget & Financial Summary: N/A

Attachments:

None

January 9, 2025
Item No. 8.5.
Northgate Surface Lot Real Estate Contract

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding a real estate contract with Capstone Collegiate Communities, LLC for the sale of approximately 1.57 acres of land, generally located at 301 Patricia Street in the Northgate District, for \$13,000,000.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommends approval.

Summary: In July and August 2024, the City issued a Request for Proposals (RFP) to solicit bids for a redevelopment project, receiving three proposals. These proposals were evaluated based on the following criteria:

- The qualifications and experience of the firms,
- The overall value and impact of the proposed redevelopment project, and
- The financial benefit to the City, including purchase price, redevelopment value, and ongoing City-related costs.

To enhance the area, the City also required that proposals incorporate the following additional components:

1. At least 100 parking spaces reserved exclusively for City use.
2. Dedicated areas for ride-share pick-up and drop-off to serve the surrounding community.
3. A 3,500–5,000 square foot space for a law enforcement substation.
4. Public restroom facilities.
5. Refuse container storage.
6. Redevelopment of remaining property into a public greenspace, plaza, or courtyard, including provisions for its operation and maintenance.

After reviewing the submissions, staff recommended entering into a real estate agreement with Capstone Collegiate Communities, LLC for the purchase price of \$13 million, and the construction of a multi-story mixed-use building. Following the real estate agreement, a development agreement will be negotiated, covering the design and construction of a public plaza, pedestrian amenities, enclosed trash collection, and other site improvements.

Key Contract Terms

Purchase Price: \$13 million

Feasibility Period: 120 days, extendable by 30 days with mutual consent and a \$100 fee

Feasibility Fee: \$1,000

Earnest Money: \$130,000 (refundable until development agreement approval) + \$65,000 upon development agreement approval

Agreement Timeline

- **Feasibility Period:** 120 days to assess project feasibility.
- **Development Agreement Period:** A 60-day window follows the feasibility period for the parties to finalize terms of the development agreement. If terms cannot be reached, either party may terminate the contract.
- **Approval and Closing Period:** Once the development agreement is approved by the City Council, Capstone will have 12 months to secure necessary project approvals and close on the property.

Public Engagement

During the feasibility and development agreement phases, the City will conduct a public engagement process. This will define the plaza design, establish the project's relationship to its surroundings, and identify complementary ground-floor uses and amenities. This engagement will complement the City's ongoing small-area planning efforts.

Budget & Financial Summary: Purchase Price: \$13 million

Feasibility Period: 120 days, extendable by 30 days with mutual consent and a \$100 fee

Feasibility Fee: \$1,000

Earnest Money: \$130,000 (refundable until development agreement approval) + \$65,000 upon development agreement approval

Attachments:

1. Real Estate Contract - Capstone

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 **CAPSTONE COLLEGIATE COMMUNITIES, LLC**, an Alabama Limited Liability Company ("BUYER"), upon the terms and conditions set forth herein.

ARTICLE I PURCHASE AND SALE

1.1 Subject to the terms and conditions of this Real Estate Contract, 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 LOTS 14, 15, 16 & 17, BLOCK 1 BOYETT'S SUB-DIVISION (VOLUME 38, PAGE 614 DRBCT) AND LOTS 18, 24, 25, 26, 27 & 28, BLOCK 1 W. C. BOYETT ESTATE PARTITION (VOLUME 100, PAGE 440 DRBCT) JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50 COLLEGE STATION, BRAZOS COUNTY, TEXAS, together with all improvements located thereon, together with all and singular the rights and appurtenances pertaining to the PROPERTY, including all right, title and interest of SELLER in and to adjacent roads, streets, alleys or rights-of-way, and together with all assignable applications, bonds, permits, licenses, approvals, utility rights, entitlements, development rights and similar rights related thereto, if any, and all site plans, surveys, soil and substrata studies, architectural drawings, plans and specifications, engineering plans and studies, floor plans, landscape plans and other plans or studies of any kind that relate thereto, if any (all of such real property, rights, and appurtenances being herein referred to as the "PROPERTY"), for the consideration and subject to the terms, provisions, and conditions set forth herein.

1.2 **City Council Approval.** This Real Estate Contract to sell and purchase the PROPERTY is subject to approval by vote of the City Council of the City of College Station, Texas (the "City Council"), such approval reflected by the signature of SELLER's representatives to this Real Estate Contract.

1.3 SELLER has provided a Commitment for Title Insurance (the "Title Commitment") to insure title to BUYER at BUYER'S option pursuant to the terms of this Real Estate Contract; said Title Commitment attached hereto as **EXHIBIT B** and made a part hereof for all intents and purposes.

1.4 SELLER has provided a copy of the existing survey, as shown in **EXHIBIT A**.

1.5 BUYER may at its cost order a Phase 1 Environmental Site Assessment.

1.6 The parties agree that general real estate taxes on the PROPERTY for the then current year, interest on any existing indebtedness shall be prorated as of the closing date and shall be adjusted

in cash at the closing. 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 one hundred and twenty (120) days** from **Opening of Escrow** as set forth below (the “Feasibility Period”) to conduct, at BUYER’s sole expense, such marketing studies, engineering, environmental, feasibility, zoning, land plan or land use studies or reviews, inspections, investigations, and reviews of the PROPERTY that BUYER deems necessary or advisable in its discretion. BUYER and its employees, agents and/or independent contractors may come upon said PROPERTY at any time prior to Closing (as defined below) in connection with BUYER’S review of the PROPERTY. 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 caused by actions taken at the PROPERTY by BUYER or its agents, engineers or consultants; provided, however, this indemnity shall not extend to, and SELLER hereby releases BUYER from liability for, any claims, damages or other liability resulting from or related to any existing environmental contamination or other existing condition on the Property that may merely be discovered by BUYER, and any disclosure of such matters by BUYER or its consultants to a governmental agency that may be required by applicable law.** 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 (regardless of the reason for termination), as the case may be. During the first thirty (30) days of the Feasibility Period, 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.
- i. BUYER agrees to seek public input with respect to the Project (as defined below) during the Feasibility Period, including BUYER representative(s) attendance at a minimum of three (3) public stakeholder meetings.

- (b) **Extending the Feasibility Period.** SELLER and BUYER may mutually agree in writing to extend the Feasibility Period by thirty (30) days beyond the initial 120-day period. If the parties agree on such an extension, BUYER will deposit an additional **ONE HUNDRED DOLLARS (\$100.00)** of Earnest Money with Title Company on or before the expiration of the initial 120-day period or any feasibility extension. The City Manager has the authority to agree to and execute any feasibility extension agreements.
- (c) **BUYER Decision During 120 Day Feasibility Period.** (i) If, prior to the expiration of the Feasibility Period of one hundred and twenty (120) days, BUYER determines in its sole discretion that the condition of the Property is unsatisfactory for any reason or no reason or that Buyer is no longer interested in pursuing the Project (as defined below), BUYER may terminate this Real Estate Contract by serving written notice of termination to SELLER, and the Title Company (as defined below) shall immediately refund the Initial Earnest Money (as defined below) to BUYER, and this Real Estate Contract and the rights, duties and obligations of the parties hereunder shall terminate and be of no further force or effect, except for those provisions which expressly survive; (ii) If BUYER terminates this Real Estate Contract after the expiration of the 120 day Feasibility Period, the Initial Earnest Money shall become non-refundable to BUYER except in the event of a default by SELLER or as otherwise specifically provided for herein.
- (d) On or before the expiration of the Feasibility Period, BUYER shall provide SELLER and the Title Company with written notice that either (i) the PROPERTY is acceptable and BUYER desires to consummate the transaction contemplated herein, subject to the terms of this Real Estate Contract (including without limitation the provisions of Section 1.8 and Section 1.9), or (ii) the PROPERTY is not acceptable and BUYER desires to terminate this Real Estate Contract. BUYER's failure to notify SELLER, in writing, that the PROPERTY is not acceptable during the Feasibility Period shall mean the PROPERTY is acceptable and this Real Estate Contract remains in effect. BUYER'S election to proceed to close the transaction contemplated with respect to the PROPERTY shall constitute BUYER's election that the PROPERTY is acceptable, subject to the terms of this Real Estate Contract (including without limitation the provisions of Section 1.8 and Section 1.9).
- (e) On or before the expiration of the Feasibility Period, if SELLER and BUYER cannot agree on the form of the Development Agreement (subject to modifications required by the final Approvals obtained by BUYER) prior to the expiration of the Feasibility Period, either party may terminate this Real Estate Contract, in which event the Title Company shall refund the BUYER the Earnest Money.

1.8 Development Agreement Approval Period. If SELLER and BUYER have not previously approved the form of the Development Agreement as contemplated by Section 1.7(e) above, SELLER and BUYER shall have sixty (60) days after the expiration of the Feasibility

Period (the “Development Agreement Approvals Period”), using good faith reasonable efforts, to agree on the terms of the Development Agreement. The form of the Development Agreement must be approved by both SELLER and BUYER. Promptly upon SELLER and BUYER agreeing to the terms of the Development Agreement, SELLER shall submit the Development Agreement to the City Council for its consideration and approval. BUYER’s and SELLER’s obligation to proceed to Closing shall be conditioned upon the parties entering into the Development Agreement at Closing. If (a) SELLER and BUYER cannot agree on the form of the Development Agreement (subject to modifications required by the final Approvals obtained by BUYER) prior to the expiration of the Development Agreement Approval Period, or (b) the City Council either disapproves or fails within a reasonable time to approve the agreed-upon form of the Development Agreement, either party may terminate this Real Estate Contract, in which event the Title Company shall refund to BUYER the Earnest Money. For the avoidance of doubt, a party’s decision to not approve the Development Agreement during the Feasibility Period or Development Agreement Approval Period is not a breach of the Agreement; provided, however, once the Development Agreement has been approved by SELLER, BUYER and the City Council as described in this Section 1.8, SELLER and BUYER shall be obligated to execute the Development Agreement (subject to modifications required by the final approvals obtained by BUYER) at Closing.

1.9 Governmental Approvals.

- (a) SELLER acknowledges that BUYER’s intended use of the PROPERTY is for a mixed-use “NG-1 Compliant High-Rise Structure” along with the Development Improvements as defined below in Article X, “Development Agreement” (the “Project”). From and after the effective date of this Real Estate Contract, BUYER may, at its sole cost, liability and expense, pursue from the appropriate governmental entities having jurisdiction over the PROPERTY, including without limitation, the City of College Station (the “City”), Brazos County, and the State of Texas (and its agencies) (the “State”), all written, final, and irrevocable site plan approvals, zoning approvals, building permits, curb cut approvals, and various other Federal, State and municipal approvals and permits that Buyer deems, in its sole and absolute discretion, necessary or desirable for BUYER’s proposed development of the PROPERTY into the Project (collectively, the “Approvals”). Such Approvals must be final and non-appealable without an appeal having been filed. In connection with BUYER’s applications for and efforts to obtain the Approvals, SELLER shall reasonably cooperate with BUYER’s efforts and shall execute such applications (including, without limitation, BUYER’S application for and pursuit of final and non-appealable plat approval and rezoning) and take such actions as are reasonably requested by BUYER. BUYER shall pay all fees and expenses incurred by BUYER in attempting to obtain any Approvals.
- (b) If BUYER has not received the Approvals prior to the expiration of the Development Agreement Approval Period, BUYER shall have the right to continue to pursue the Approvals through the date that is twelve (12) months following the date on which the City Council has approved the Development Agreement (the “Approvals Period”) by depositing the Additional Earnest Money (as defined below). If at any time during the

Approvals Period (i) BUYER is denied by the applicable governmental authority with respect to any of the Approvals, (ii) BUYER has not received the Approvals, or (iii) BUYER reasonably believes that BUYER will not be able to receive the Approvals prior to such date, BUYER may terminate this Real Estate Contract by serving written notice of termination to SELLER, in which event the Title Company shall (x) deliver the Initial Earnest Money to SELLER, and (y) refund the Additional Earnest Money to BUYER, and this Real Estate Contract and the rights, duties and obligations of the parties hereunder shall terminate and be of no further force or effect, except for those provisions which expressly survive. If BUYER terminates this Real Estate Contract after the expiration of the Approvals Period, the Additional Earnest Money shall become non-refundable to SELLER except in the event of a default by SELLER or as otherwise specifically provided for herein.

- (c) 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.
- (d) **BUYER RECOGNIZES AND EXPRESSLY AGREES THAT 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.**

1.10 SELLER's Agreement to Cooperate. To the extent permitted by applicable law and provided that BUYER shall have submitted all applications and other required information, documents, instruments and approvals in a complete and prompt manner, and without the following being deemed to limit or otherwise shorten any time periods prescribed by law, SELLER shall, with respect to the Project:

- (a) Reasonably cooperate with BUYER with respect to its timely filing of all applications for, obtaining and monitoring compliance matters relating to, and timely renewal of, all applicable permits, licenses, authorizations and approvals (collectively, the "Permits") with the City and all applicable agencies thereof;
- (b) Use commercially reasonable efforts to cause all Permit decisions necessary for the establishment and equipping of the Project to be made within sixty (60) days (ninety (90) days if a public hearing is requested) of filing the applicable and materially complete application approved by SELLER in accordance with the applicable statutes and regulations; and

- (c) Use commercially reasonable efforts to effect, as expeditiously as reasonably possible, any act that would further the completion and continued operation of the Project, including without limitation, prompt completion of any required inspections in connection with the issuance of a certificate of occupancy for the Project, subject to BUYER'S compliance with any and all requirements for the issuance of the same.

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

ARTICLE II PURCHASE PRICE

2.1 The purchase price for said PROPERTY shall be the amount of **THIRTEEN MILLION AND NO/100 DOLLARS (\$13,000,000.00)**.

2.2 The purchase price shall be payable in full at closing.

ARTICLE III EARNEST MONEY AND FEASIBILITY FEE

3.1 **Earnest Money.** Within three (3) business days after the full execution of this Real Estate Contract by BUYER and SELLER, BUYER agrees 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 **ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00)** in cash (the "Initial Earnest Money"). The date on which such Initial Earnest Money is deposited with the Title Company is referred to herein as "**Opening of Escrow**". If BUYER has not terminated this Real Estate Contract prior to the expiration of the Development Agreement Approval Period, within three (3) business days after the date on which the City Council has finally approved the Development Agreement, BUYER will deposit with the Title Company an additional deposit in the amount of **SIXTY-FIVE THOUSAND AND NO/100 DOLLARS (\$65,000.00)** in cash (the "Additional Earnest Money"; and together with the Initial Earnest Money, the "Earnest Money"). 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.¹

3.2 If the transaction contemplated by this Agreement 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 shall, subject to the terms of Article IX, be to terminate this Agreement prior to the expiration of the Feasibility Period, Development Agreement Approval Period or the Approvals Period, as the case may be (or later if such election to terminate is in connection with the failure of a condition precedent) and receive the return of the Earnest Money as provided above. If the transaction contemplated by this Agreement fails to close by reason of default or breach of

¹ Amount of Earnest Money is an open issue.

BUYER, then SELLER shall be entitled to receive and retain from BUYER 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.

3.3 Feasibility Fee. Within seven (7) business days after the full execution of this Real Estate Contract by BUYER and SELLER, BUYER will deliver to SELLER the sum of **ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)** in cash ("Feasibility Fee") as the required fee for the one hundred and twenty (120) day 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 effective date and as of the Closing Date that, except as otherwise disclosed in written notice from SELLER to BUYER at or prior to the Closing, that:

- (a) SELLER has the full right, power, and authority to enter into and perform its obligations under this Real Estate Contract.
- (b) This Real Estate Contract has been duly authorized by requisite action and is enforceable against SELLER in accordance with its terms; neither the execution and delivery of this Real Estate Contract nor the consummation of the sale provided for herein will constitute a violation or breach by SELLER of any provision of any agreement or other instrument to which SELLER is a party or to which SELLER may be subject although not a party, or will result in or constitute a violation or breach of any judgment, order, writ, junction or decree issued against or binding upon SELLER or the Property.
- (c) To SELLER's knowledge there are no judgments, orders, suits, actions, garnishments, attachments or proceedings of any nature by or before any court, commission, board or other governmental body pending which involve or affect, or could involve or affect, the Property or the validity or enforceability of this Real Estate Contract or SELLER's closing documents.
- (d) SELLER has provided (or will provide) BUYER with true, complete and correct copies of all notices and information received by SELLER from any person or entity relating to the presence of any hazardous substances on the Property. SELLER has not removed, or caused to be removed, any underground storage tanks from the Property and to SELLER's knowledge there are no underground storage tanks located on the Property.
- (e) AFTER CLOSING, AS BETWEEN BUYER AND SELLER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, EVEN

IF ARISING FROM EVENTS OCCURRING BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, BUYER AGREES TO INDEMNIFY, HOLD HARMLESS, AND RELEASE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. ONCE CLOSING OCCURS, BUYER AGREES TO INDEMNIFY, HOLD HARMLESS, AND RELEASE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVES. ONCE CLOSING OCCURS, BUYER AGREES TO INDEMNIFY, HOLD HARMLESS, AND RELEASE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.

- (f) No person, firm or entity, other than Buyer, has any right or option to purchase, lease, or otherwise acquire or possess the Property or any part thereof.
- (g) To SELLER's knowledge, no default or breach by SELLER exists under any recorded easement, covenant, agreement or restriction affecting the Property.
- (h) To SELLER's knowledge, there are no adverse or other parties in possession of the Property or of any part thereof, except for SELLER. Except as otherwise disclosed in the Title Commitment, SELLER has not granted to any party a license, lease, or other right of possession with respect to the Property.
- (i) SELLER hereby covenants and agrees that from and after the Feasibility Period, SELLER shall not, without the prior written consent of BUYER, materially change or alter the physical condition of the Property, grant or consent to the creation of any easement, restriction, lien, assessment or encumbrance affecting the Property, or enter into or modify any lease, contract or other agreement respecting possession or ownership of the Property.
- (j) SELLER shall not grant or consent to any building, water, sewer or other moratorium with respect to the Property that would prevent BUYER from

obtaining building permits or certificates of occupancy for BUYER's intended development and use of the Property in accordance with the Development Agreement.

When reference is made in this Article IV to SELLER's "knowledge", such term shall include only the current actual knowledge of SELLER's Council members, officials, officers, agents, and employees (none of which shall have any personal liability with respect to any such matters) and shall not be deemed to imply that SELLER, SELLER's Council members, officials, officers, agents, and employees have conducted any representation or warranty that is so qualified. BUYER agrees that SELLER has no duty of inquiry or investigation to make any such representation or warranty and SELLER shall have no liability to BUYER for failing to discover whether a condition as to which such a qualified representation or warranty is made is true or exists, regardless of the level of effort or expense required to make such an inquiry.

SELLER's representations and warranties under this Section 4.1 shall survive the Closing for a period of one (1) year.

THERE ARE NO OTHER WARRANTIES OR REPRESENTATIONS.

BUYER ACKNOWLEDGES THAT, EXCEPT AS SET FORTH IN THIS SECTION 4.1, 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 (OTHER THAN WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). BUYER EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND SELLER EXPRESSLY DISCLAIMS, AND BUYER ACKNOWLEDGES AND ACCEPTS THAT SELLER HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) 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 effective date 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 on or before closing will have been taken.

**ARTICLE VI
CLOSING**

6.1 The closing (the "Closing") shall be held at Title Company, within sixty (60) days after the expiration of the Approvals 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 more than thirty (30) additional days from the originally-scheduled Closing Date. The City Manager is authorized to extend the Closing Date on behalf of SELLER.

6.2 At the Closing, SELLER shall:

- (a) Prepare, at SELLER's cost, and deliver to BUYER the duly executed and acknowledged Special Warranty Deed conveying the PROPERTY, free and clear of any and all leases, liens and encumbrances, except for those listed on Schedule B of the Title Commitment attached as **EXHIBIT B** and those additional reservations and matters set forth in the Special Warranty Deed attached hereto as **EXHIBIT C**.
- (b) Deliver possession of the PROPERTY to BUYER.
- (c) At BUYER's election, deliver to BUYER an Owner's Title Policy insuring indefeasible title issued by Title Company, 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** and those additional easements, reservations and other matters set forth in the Special Warranty Deed attached hereto as **EXHIBIT C**. BUYER shall pay the cost of the base premium for the Owner's Title Policy in the amount of the purchase price.
- (d) Pay SELLER'S Broker and/or Real Estate Commission fees, if any.
- (e) Pay the SELLER's expenses or attorney fees.

- (f) Receive the Purchase Price and Feasibility Fee, together with any accrued interest thereon.
- (g) Deliver executed Development Agreement (as defined below) with the BUYER related to the PROPERTY.
- (h) Deliver such additional documents as may be reasonably required by the Title Company or BUYER in order to consummate the transaction described in this Real Estate Contract.

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

- (a) Pay the purchase price.
- (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 for the survey/boundary deletion in the Owner's Title Policy, if the deletion is requested by BUYER.
- (c) If BUYER elects to acquire an Owner's Title Policy, pay the cost of any extended coverage and endorsements thereto. BUYER shall also pay the cost of any Loan Title Policy insuring indefeasible title issued by Title Company, 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** and those additional easements, reservations and other matters set forth in the Special Warranty Deed attached hereto as **EXHIBIT C**.
- (d) Pay the escrow fees.
- (e) Pay the cost for tax certificates.
- (f) Pay BUYER'S Broker and/or Real Estate Commission fees, if any.
- (g) Pay the sole 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.
- (h) Pay the costs to record all documents recorded at closing for the purchase of the PROPERTY.
- (i) Pay the BUYER's expenses and attorney fees.
- (j) Pay any and all other closing costs customary to BUYER.
- (k) Deliver executed Development Agreement with the SELLER related to the PROPERTY.

- (l) Deliver such additional documents as may be reasonably required by the Title Company or SELLER in order to consummate the transaction described in this Real Estate Contract.

6.4 **BUYER Conditions to Closing.** Notwithstanding the foregoing or any other term or provision of this Real Estate Contract to the contrary, SELLER and BUYER agree that BUYER's obligation to close under this Real Estate Contract is conditioned upon satisfaction of the following conditions (collectively, the "Closing Conditions"):

- (a) All representations and warranties of SELLER hereunder shall be true and correct in all material respects as of the Closing Date.
- (b) All deliveries required of SELLER hereunder hereof have been duly delivered by SELLER to the Title Company or BUYER, as applicable.
- (c) As of the Closing Date, the Property shall be in substantially the same condition as existed on the Effective Date.
- (d) No action, suit or proceeding against or concerning the Property, at law or in equity, shall be pending before any federal, state, municipal or other governmental court, department, commission, board, bureau, agency or other instrumentality, foreign or domestic.
- (e) SELLER and BUYER have agreed upon the final form of the Development Agreement.

If any of the foregoing Closing Conditions has not been satisfied or waived as of the Closing Date, BUYER shall have the right, exercisable by delivery of written notice to SELLER on or before the Closing Date, to either (i) terminate this Real Estate Contract (without waiver of any rights or remedies under Article IX), and upon such termination, the Earnest Money shall be returned to BUYER and this Real Estate Contract shall terminate and be of no further force or effect, or (ii) extend the Closing Date up to thirty (30) days to enable the party or parties responsible for such unsatisfied condition to satisfy such condition. If BUYER elects to extend the Closing Date and the condition is satisfied within thirty (30) days, the Closing Date shall be five (5) business days after such condition is satisfied. If BUYER elects to extend the Closing Date and the condition is not satisfied in within thirty (30) days, BUYER may elect to terminate this Real Estate Contract (without waiver of any rights or remedies under Article IX), and upon such termination, the Earnest Money shall be returned to BUYER and this Real Estate Contract shall terminate and be of no further force or effect.

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 there shall never in any event be any ingress or egress on or across the surface of the above-described premises 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.

GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the premises described on the attached **EXHIBIT A**; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises 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 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 through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE REAL ESTATE CONTRACT DATED _____, 2024 BETWEEN GRANTOR AND GRANTEE, 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 WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS,

WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) 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 (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.

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 (and such failure is not cured within thirty (30) days of written notice from SELLER), or fails to consummate the sale of the PROPERTY for any reason except SELLER's default, SELLER may, as its sole and exclusive remedy, terminate this Real Estate Contract, in which event the Title Company shall deliver to SELLER the Earnest Money, including the Initial Earnest Money and any Additional Earnest Money on deposit with the Title Company.

ARTICLE IX BREACH BY SELLER

9.1 In the event SELLER fails to consummate the conveyance of the PROPERTY (SELLER being in default and BUYER not being in default hereunder), BUYER shall have the right either to:

- (a)** Terminate this Real Estate Contract, in which event the Title Company shall return to BUYER the Earnest Money, including the Initial Earnest Money and any Additional Earnest Money on deposit with the Title Company, and if SELLER intentionally or willfully fails to consummate the Closing in accordance with this Real Estate Contract despite BUYER being ready, willing and able to close, SELLER shall reimburse BUYER for its reasonable, out-of-pocket expenses incurred by BUYER up to \$250,000.00;

- (b) Waive, before or at the Closing, the applicable objection or condition and proceed to close the transaction contemplated hereby in accordance with the remaining terms hereof; or
- (c) Enforce the terms of this Real Estate Contract against SELLER though the remedy of specific performance.

9.2 Furthermore, if the remedy of specific performance is not available to BUYER due to the actions of SELLER and SELLER has sold, leased or encumbered the Property in a manner that impairs or precludes BUYER's ability to pursue specific performance, then BUYER shall have the right to pursue a claim for monetary damages, if any against SELLER.

9.3 Any action for specific performance by BUYER must be instituted, if at all, within sixty (60) days after the date of the scheduled Closing; and, if such action is not so instituted within such period of time, then BUYER shall be deemed conclusively to have waived the right to institute such action and to have elected to terminate this Real Estate Contract in accordance with Section 9.1(a). In addition, no action for specific performance may be instituted by BUYER against SELLER with respect to any condition due to any cause not reasonably within the control of SELLER, BUYER's remedies in such event being limited to termination or waiver as described above.

ARTICLE X DEVELOPMENT AGREEMENT

10.1 The parties acknowledge and agree that the PROPERTY is being acquired by the BUYER with the intent of building and operating a mixed-use development consisting of a "NG-1 Compliant High-Rise Structure" on the PROPERTY, along with associated parking areas, related amenities, common areas, a law enforcement substation, public restrooms, and other on-site improvements benefiting the occupants, users, invitees and visitors of the development and Northgate (herein called the "Intended Use" or the "Mixed Use Facility"). Along with developing the Mixed-Use Facility, BUYER, with the cooperation of SELLER and on BUYER's behalf, intends to design, coordinate, develop and construct a public plaza on the PROPERTY and within the Patricia Street Right-of-Way, consisting of, among other things, pedestrian amenities, enclosed trash collection, related amenities and other on-site improvements (collectively the "Public Plaza"). (As herein used, the Mixed-Use Facility and the Public Plaza, together with all improvements contemplated, discussed or permitted in the Development Agreement, shall collectively mean the "Development Improvements"). SELLER acknowledges that before the Closing Date BUYER may elect to modify the proposed Development Improvements. The Development Agreement to be executed by SELLER and BUYER at Closing shall describe the final Development Improvements.

10.2 At Closing and in connection with the PROPERTY, the parties shall enter into an Economic Development Agreement according to Chapter 380 of the Texas Local Government

Code (the “Development Agreement”). The Development Agreement will provide, among other things, the following:

- (a) SELLER is promoting local economic development to stimulate business and commercial development in the City of College Station by selling the PROPERTY for the purchase price. The purchase price of the PROPERTY is conditioned on the BUYER satisfying the Development Proposal attached as **EXHIBIT D**, as amended by the Development Agreement. To ensure the Development Improvements are provided, BUYER will provide certain financial guarantees either in the form of cash or backed by a security as indicated in the Development Agreement.
- (b) BUYER shall complete the responsibilities of BUYER as indicated in the BUYER’s Development Proposal attached as **EXHIBIT D**, as amended by the Development Agreement. As set forth in BUYER’s Development Proposal, the Project will include certain public improvements to be agreed upon by SELLER and BUYER and specified in the Development Agreement. BUYER and SELLER agree that the Conceptual Site Plan and the overall design of the site and buildings will change. A finalized site plan and building design will be finalized as part of the Development Agreement. BUYER acknowledges and agrees that the City shall not be obligated to issue a certificate of occupancy to BUYER for the Project unless and until BUYER has constructed the aforementioned public improvements in accordance with the Development Agreement.
- (c) If BUYER does not commence construction of the Project within ninety (90) days after Closing or as amended within the Development Agreement, SELLER will have a right to repurchase the Property from BUYER by paying to BUYER the purchase price paid by BUYER under this Real Estate Contract, less any customary and reasonable real estate transaction expenses incurred by SELLER related to the repurchase; provided, however, if BUYER’s failure to commence construction is a result of revocation of a Permit by the SELLER, then BUYER shall have thirty (30) days after receipt of SELLER’s demand in order to commence construction before SELLER may exercise its repurchase right under this paragraph. When BUYER commences construction, SELLER’s repurchase right under this paragraph shall terminate. Commencement of construction is defined as the issuance of a valid building/site permit and the beginning of significant site work.
- (d) Once BUYER has commenced construction, BUYER shall pursue construction of the Project with commercial diligence.
- (e) BUYER shall construct one hundred (100) parking spaces on the Property to be used on an exclusive basis by the City, along with a 50/50 revenue share between BUYER and SELLER in perpetuity. Notwithstanding anything in the Development Agreement to the contrary, if all of the parking spaces are not completed and fully operational by the date that is four (4) years after Closing (the “Parking Deadline”), SELLER will be entitled to retain 100% of the parking revenue thereon for each day beyond the Parking Deadline that such parking spaces are not operational, after which SELLER and BUYER shall split such revenue on a 50/50 basis.

- (f) BUYER shall construct on the Property a pick-up/drop-off area designed for ride sharing services.
- (g) BUYER shall provide for the other Development Improvements contemplated in this article hereinabove, including, without limitation, the law enforcement substation, trash dumpsters and enclosures, and public restroom facilities.
- (h) BUYER shall enter into a lease with SELLER, pursuant to which BUYER shall lease the law enforcement substation area to SELLER. Upon termination or expiration of such lease, or if SELLER ceases to use the area as a law enforcement substation or other similar use for a continuous period in excess of three hundred sixty five (365) days , BUYER shall thereafter be free to use, occupy or lease such area to a third party after written notice is delivered to SELLER by BUYER.
- (i) BUYER shall pay all development, permit, impact, parkland dedication, and other fees related to the Development Improvements. Notwithstanding the foregoing, however, SELLER agrees to provide BUYER with a credit against any parkland dedication fees owed by BUYER in an amount equal to the expenses incurred by BUYER in constructing the Public Plaza improvements in the Patricia Street Right-of-Way. For avoidance of doubt, expenses incurred by BUYER in constructing the Public Plaza improvements on the Property (and not in the right-of-way), would not be credited by the SELLER.
- (j) BUYER shall commit to contributing a certain amount of approved and budgeted funds towards the Public Plaza within the overall development and surrounding Northgate.
- (k) The obligations of BUYER under the Development Agreement with respect to the development and completion of the Project may be subject to extension due to a Force Majeure Event. The term “Force Majeure Event” shall be defined in the Development Agreement.

ARTICLE XI MISCELLANEOUS

11.1 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.

11.2 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: Capstone Collegiate Communities, LLC
431 Office Park Drive
Birmingham, Alabama 35223
Attn: John E. Vawter
Telephone: 205-414-6400
Email: jvawter@capstonemail.com

**ATTORNEY
FOR BUYER:** Matthew W. Grill
Maynard Nexsen PC
1901 Sixth Avenue North, Suite 1700
Birmingham, Alabama 35203
Telephone: 205-254-1000
Email: mgrill@maynardnexsen.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

11.3 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.

11.4 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,

or to a wholly owned entity of Buyer or Buyer's owner. Except as provided above, any other assignment of this Real Estate Contract by Buyer shall require the consent of Seller.

11.5 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.

11.6 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.

11.7 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.

11.8 Time of Essence. Time is of the essence to this Real Estate Contract.

11.9 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.

11.10 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.

11.11 Real Estate Contract Execution. This Real Estate Contract by SELLER to SELL the PROPERTY is 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. Once this Real Estate Contract is executed by the BUYER and SELLER, the FULLY EXECUTED date shall be the date this Real Estate Contract is approved by vote of the City Council.

11.12 Memorandum of Real Estate Contract. Upon request of either party, both parties shall promptly execute a memorandum of this Real Estate Contract suitable for filing of record, provided that the form of such memorandum shall be subject to the reasonable approval of both parties. The cost to record such memorandum shall be paid by the requesting party.

11.13 Brokers. Each of SELLER and BUYER represents and warrants to the other party that it has not dealt with any brokers or other intermediaries in connection with this transaction.

[signature page to follow]

LIST OF EXHIBITS:

EXHIBIT A Copy of Existing Survey

EXHIBIT B Title Commitment with an effective date of September 29, 2024

EXHIBIT C Special Warranty Deed

EXECUTED on this the _____ day of _____, 2025 (“Effective Date”).

SELLER:

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

By: _____

Mayor

Date: _____

Attest:

City Secretary

Date: _____

APPROVED:

City Manager

Date: _____

Assistant City Manager/CFO

Date: _____

City Attorney

Date: _____

BUYER:

CAPSTONE COLLEGIATE
COMMUNITIES, LLC, an Alabama
limited liability company

By: _____

Name: _____

Title: _____

Date: _____

**THE STATE OF ALABAMA §
 § ACKNOWLEDGMENT
COUNTY OF JEFFERSON §**

 This instrument was acknowledged before me on the ____ day of _____, 2025,
by _____ [Name], _____ [Title] of CAPSTONE
COLLEGIATE COMMUNITIES, LLC, an Alabama limited liability company, on behalf of said
company.

NOTARY PUBLIC in and for the State of Texas

**THE STATE OF TEXAS §
 § ACKNOWLEDGMENT
COUNTY OF BRAZOS §**

 This instrument was acknowledged before me on the ____ day of _____, 2025,
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

LOTS 14, 15, 16 & 17, BLOCK 1 BOYETT'S SUB-DIVISION (VOLUME 38, PAGE 614 DRBCT) AND LOTS 18, 24, 25, 26, 27 & 28, BLOCK 1 W. C. BOYETT ESTATE PARTITION (VOLUME 100, PAGE 440 DRBCT) JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50 COLLEGE STATION, BRAZOS COUNTY, TEXAS.



EXHIBIT B

Title Commitment effective September 29, 2024

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

TEXAN TITLE INSURANCE COMPANY

SCHEDULE A

Effective Date: **September 29, 2024, 8:00 am**

GF No. **BC2413196**

Commitment issued **October 8, 2024,**

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:
 - c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
 - 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, Texas, a Texas Home Rule Municipal Corporation

4. Legal description of land:

Tract One:

Lots Fourteen (14), Fifteen (15), Sixteen (16) and Seventeen (17) in Block One (1), of Boyett's Subdivision, a subdivision in Brazos County, Texas, according to the map or plat thereof recorded in Volume 38, Page 614 of the Deed Records of Brazos County, Texas.

Tract Two:

Lots Eighteen (18), Twenty-four (24), Twenty-five (25), Twenty-six (26), Twenty-seven (27) and Twenty-eight (28), in Block One (1), of Boyett's Subdivision, a subdivision in Brazos County, Texas, according to the map or plat thereof recorded in Volume 100, Page 440 of the Deed Records of Brazos County, Texas.

COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY

GF No. **BC2413196**

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):

ITEM 1 OF SCHEDULE "B" IS HEREBY DELETED IN ITS ENTIRETY.

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 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. **Intentionally deleted.**
- c. **Intentionally deleted.**
- 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. **Terms, conditions and stipulations as set forth in Resolution by and between The County of Brazos and the Public dated March 14, 1932, recorded in [Volume 81, page 446](#), Deed Records of Brazos County, Texas.**
- i. **Streets and Alleyways dedicated by A. P. Boyett et al to the Public, dated May 29, 1939, recorded under [Volume 100, page 442](#), Deed Records of Brazos County, Texas.**
- j. **Easement from Oran Boyett et al to the public, dated April 21, 1934, recorded in [Volume 86, page 314](#), Deed Records of Brazos County, Texas.**
- k. **Intentionally deleted.**
- l. **Mineral reservation in Deed executed by Boyett Investments, Ltd. to City of College Station, Texas, dated October 4, 1995, recorded in [Volume 2457, page 253](#), Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.**
- m. **Mineral reservation in Deed executed by Paula Jan Boyett to City of College Station, Texas, dated June 17, 1996, recorded in [Volume 2627, page 24](#), Official Records of Brazos County, Texas. Title to this reservation has not been traced subsequent to the date of the above-cited instrument.**
- n. **Intentionally deleted.**
- o. **Intentionally deleted.**
- p. **Intentionally deleted.**
- q. **Intentionally deleted.**
- r. **Intentionally deleted.**

- s. **Intentionally deleted.**
- t. **Intentionally deleted.**
- u. **Intentionally deleted.**
- v. All matters, as evidenced by [survey](#) dated July 19, 2024, prepared by Michael Konetski, R.P.L.S. No. 6531, including but not limited to:
 - a) Any claim or right of adjoining property owner to that strip of land lying between the fence and the boundary line on the east side of the property;
 - b) Discrepancy between fence line and actual property line on the north and east side of the property;
 - c) Adjacent building protrudes over property line on the east side of the property;
 - d) Encroachment of buildings, structures, and improvements over the property line(s), including but not limited to planter box(s), restroom(s), and covered area(s);
 - e) Six inch (6") water line;
 - f) Water valve(s), water meter(s), electric service(s), transformer/switchgear, electrical manhole(s), street sign(s), utility vault(s), and any easement rights appurtenant thereto.

NOTE: Federal law prohibits enforcement of such personal restrictions and even limits the ability of the title company to report or show them. To the extent such personal restrictions are contained in any document listed as an exception to title in this insuring form, such personal restrictions or covenants are omitted from the exception. If the Company or its title insurance agent have provided copies of documents containing such personal restrictions or covenants, we are simply providing a true copy of the recorded documents and do not publish, state, or imply such personal restrictions or covenants are enforceable.

COMMITMENT FOR TITLE INSURANCE T-7
ISSUED BY

GF No. **BC2413196**

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. **Company requires an official copy of the minutes of the meeting wherein the City of College Station authorizes the purchase of subject property and designates the individual authorized to sign on behalf of the City of College Station.**
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."
14. For informational purposes: Texas law may require certain Seller notices. Some notices, including the Notice to Purchaser of Special Taxing or Assessment District, are required to be filed in the real property records. The title company does not determine what notices are required for any specific transaction and does not identify districts in which the property is located. Please contact an attorney for guidance regarding Seller notice requirements. The Seller should notify the title company of any notices they will want recorded at the time of closing.

The following is for informational purposes only:

The current vesting deed is as follows:

Warranty Deed executed by Lohnie Hines Boyett et al to City of College Station, Texas, dated October 23, 1996, recorded in [Volume 2715, page 86](#), [Volume 2789, page 37](#) and [Volume 2457, page 253](#), Official Records of Brazos County, Texas. (Lot 14)

Warranty Deed executed by Lohnie Hines Boyett et al to City of College Station, Texas, dated October 23, 1996, recorded in [Volume 2715, page 83](#), Official Records of Brazos County, Texas. (Lots 15-16)

Warranty Deed executed by W. O. Reed to City of College Station, Texas, dated April 20, 1962, recorded in [Volume 433, page 331](#), Deed Records of Brazos County, Texas. (Lot 17)

Judgment styled The City of College Station vs. William G. Boyett et al under Cause no. [338-CC](#) in the County Court at law Number Two in Brazos County, Texas. (Lot 18)

Warranty Deed executed by Paula Jan Boyett to City of College Station, Texas, dated June 17, 1996, recorded in [Volume 2627, page 24](#), Official Records of Brazos County, Texas. (Lot 24)

Warranty Deeds executed by Oran Parker Boyett et al to City of College Station, Texas, dated December 8, 1995, recorded in [Volume 2455, page 266](#), Volume 2497, page 96 and Judgment in Volume 2587, page 331, Official Records of Brazos County, Texas. (Lot 25)

Warranty Deed executed by Norma Sue Bankston to City of College Station, Texas, dated February 5, 1996, recorded in [Volume 2531, page 225](#), Official Records of Brazos County, Texas. (Lot 26)

Warranty Deed executed by Lohnie Hines Boyett to City of College Station, Texas, dated October 23, 1996, recorded in [Volume 2715, page 81](#) and in [Volume 2789, page 15](#), Official Records of Brazos County, Texas. (Lot 27)

Judgment styled The City of College Station vs. William G. Boyett et al under Cause no. [354-CC](#) in the County Court at law Number Two in Brazos County, Texas. (Lot 28)

Countersigned
South Land Title, LLC

By _____
Authorized Counter Signature

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **BC2413196**

Effective Date: **September 29, 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>\$0.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$0.00</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			
1	2	3 3	4	5	6	7	8

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: CAPSTONE COLLEGIATE COMMUNITIES, LLC, an Alabama limited liability company

GRANTEE'S MAILING ADDRESS: _____
(including county) _____

CONSIDERATION: TEN AND NO/ Dollars (\$10.00) and other good and valuable consideration

PROPERTY:

All those certain lots, tracts or parcels of land, lying and being situated in Brazos County, Texas and being LOTS 14, 15, 16 & 17, BLOCK 1 BOYETT'S SUB-DIVISION (VOLUME 38, PAGE 614 DRBCT) AND LOTS 18, 24, 25, 26, 27 & 28, BLOCK 1 W. C. BOYETT ESTATE PARTITION (VOLUME 100, PAGE 440

DRBCT) JOSEPH E. SCOTT LEAGUE SURVEY, ABSTRACT 50 COLLEGE STATION, BRAZOS COUNTY, TEXAS.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

1. [To be added]

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, on, under and over 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 there shall never in any event be any ingress or egress on or across the surface of the above-described premises 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.

GRANTOR hereby reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the Property; provided that there shall never in any event be any ingress or egress on or across the surface of the above described Property for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, except as may have been reserved by predecessors in title, it being expressly contemplated by the parties to this instrument that any production of such minerals shall be from the surface of other 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, or through the pooling of such mineral interests for the development with adjacent parcels.

GRANTOR waives all rights with respect to the surface and no owner of the mineral estate shall ever have rights of ingress or egress except as may have been reserved by GRANTOR under the reservations and exceptions expressly listed in this deed or its predecessors in title.

GRANTEE ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THE REAL ESTATE CONTRACT DATED _____, 2024 BETWEEN GRANTOR AND GRANTEE (THE “REAL ESTATE CONTRACT”), 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 WARRANTIES OF TITLE AS PROVIDED AND LIMITED HEREIN). GRANTEE EXPRESSLY AGREES THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS", AND GRANTOR EXPRESSLY DISCLAIMS, AND GRANTEE ACKNOWLEDGES AND ACCEPTS THAT GRANTOR HAS DISCLAIMED, ANY AND ALL REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED (EXCEPT AS TO TITLE AS HEREIN PROVIDED AND LIMITED) 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 (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, 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 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 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.

Reference is hereby made to that certain Development Agreement (the "DA") dated to be effective as of _____, by and between Grantor and Grantee (or Grantee's predecessor in interest). Capitalized terms used herein shall have the same meanings assigned to them in the DA. As set forth more fully in the DA, subject to Force Majeure as defined in the DA, Grantor has the right to repurchase the Property if Grantee does not commence construction of the Project within ninety (90) days after Closing by paying to Grantee the purchase price paid by Grantee under the Real Estate Contract, less any customary and reasonable real estate transaction expenses incurred by

Grantor related to the repurchase; provided, however, if Grantee's failure to commence construction is a result of revocation of a Permit by Grantor, then Grantee shall have thirty (30) days after receipt of Grantor's demand in order to commence construction before Grantor may exercise its repurchase right under this paragraph; provided, further, when Grantee commences construction, Grantor's repurchase right under this paragraph shall terminate (without waiver of any rights under this Deed or Real Estate Contract).

When the context requires, singular nouns and pronouns include the plural.

[signature page to follow]

**CITY OF COLLEGE STATION, TEXAS,
Texas Home Rule Municipal Corporation.**

By: _____
JOHN P. NICHOLS, Mayor

ATTEST:

City Secretary

**THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §**

ACKNOWLEDGMENT

This instrument was acknowledged before me on the _____ day of _____, 202____, by **JOHN P. NICHOLS**, as Mayor of the City of College Station, a municipal home rule corporation, on behalf of said municipality.

NOTARY PUBLIC in and for the State of Texas

PREPARED IN THE OFFICE OF:

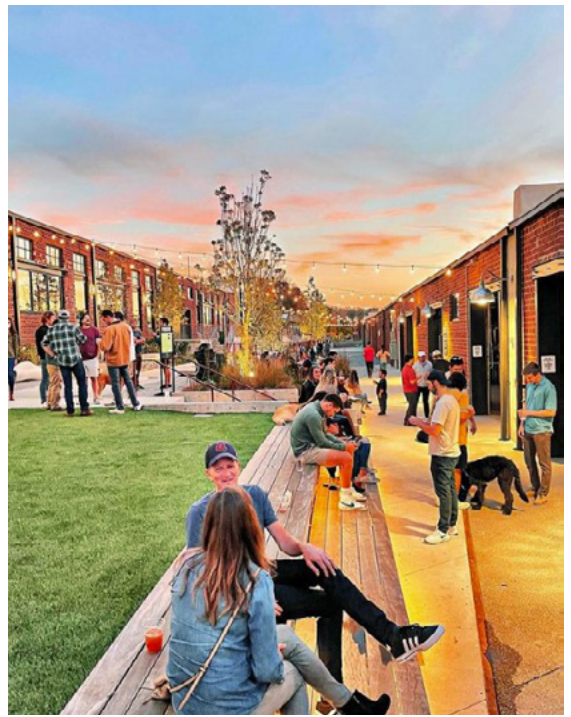
City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842-9960

RETURN ORIGINAL DOCUMENT TO:

City of College Station
City Attorney's Office
P. O. Box 9960
College Station, Texas 77842-9960

EXHIBIT D

Development Proposal



DEVELOPMENT PROPOSAL

COLLEGE STATION

Aug 21, 2024



PROPOSAL FOR
PURCHASE &
REDEVELOPMENT OF
301 PATRICIA ST.



August 21, 2024

City of College Station
1101 Texas Avenue
College Station, TX 77840

Re: Real Property Sealed Bid for the Purchase and to Redevelopment of all of 301 Patricia Street Bid No. 24-073

Dear City of College Station:

Capstone Communities ("C3") is pleased to express our sincere interest in redeveloping the City of College Station's municipal parking lot located at 301 Patricia Street. Capstone wholeheartedly agrees with the city in redeveloping this surface parking lot. We believe & propose it should be developed into a vibrant mixed-use community that drive additional economic activity and enhance the entire Northgate District. Located in the heart of the Northgate District near Texas A & M classrooms, downtown College Station nightlife, shopping and other amenities, the Property is ideal for a well-planned and well-executed mixed-use community that emphasizes good-design and place-making above all else. Capstone believes our Proposal will best achieve this goal.

Our Proposal consists of the acquiring and redeveloping all of 301 Patricia Street, an approximately one (1) acre property (the "Property") located in the city's Northgate District. In addition to the redevelopment of the Property, Capstone would also like to acquire and redevelop the remaining portion of 301 Patricia Street (the "Remaining Property"). The Remaining Property is approximately 0.57 acres and is currently being used as a municipal parking lot, restroom facilities, and refuse container storage. Collectively, Capstone seeks to redevelop the entire approximately 1.57 acres owned by the City.

Capstone's proposal is to build a mixed use walkable and thereby highly sustainable mixed-use community where students, professors, young professionals and others can immerse themselves in the vibrant Northgate experience. Capstone intends to provide all of the requested additional components requested on page two of the bid. In addition, Capstone intends to provide housing, which will include retail, parking, office space, and a much improved vibrant pedestrian area for public use. Capstone will provide both Affordable and Market rate housing in this vibrant development. We intend to offer a one hundred (100) parking spaces to be used on an exclusive basis by the City in a shared use and revenue agreement with the City; ride share pick-up and drop-off opportunities to serve the surrounding area; space for a 3,000–5,000 square foot law enforcement substation; public restroom facilities; refuse container storage; and redevelopment and ongoing operation and maintenance of the remaining Property into ample public greenspace, plaza, and courtyard area.

Additionally, the privately-owned and managed development, as well as all public amenities described above, will be entirely financed and constructed by Capstone.

Capstone has developed throughout the country but more specifically eight multi-family housing projects in the state of Texas, of which three of them are in College Station. During our 16 years of building in College Station, Capstone has formed extensive relationships with professional colleagues that share our depth of experience working in College Station (ranging from architects, civil engineers, traffic/ mobility consultants and retail consultants). In this Proposal, you will see all these professionals have joined our development team for this project. We have already worked collectively with the team and have shared collaborative input on the plan thus far. They have contributed their considerable College Station knowledge and expertise to Capstone's Proposal.

Coupled with Capstone's ability to maximize the cash payment which will be paid to the City to purchase the land; our 35-year unparalleled track record of developing the highest-quality mixed-use student housing throughout the United States; and our resolute commitment to be the most diligent and collaborative partner with the City. For all these reasons, Capstone believes we are the most qualified partner to continue to enhance Northgate's vibrancy for the benefit and legacy of the entire College Station community. We are extremely excited by the opportunity to be part of this redevelopment effort. We hope our commitment to create a timeless, vibrant community to live, work, study and shop shines through in our Proposal below.

Best Regards,



John Vawter
Principal



Amanda Wallis
EVP



Angie Rawie
EVP



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TAB A
INTRODUCTION/
KEY PERSONNEL

OVERVIEW OF TEAM

A TEAM OF VISIONARIES AND SPECIALISTS

Capstone Collegiate Communities is an innovative real estate development company specializing in development, construction and management of high-quality market-rate and student housing as well as mixed-use town centers across the country. Capstone Collegiate Communities was established in January 2012 as part of the successful business continuity plan for Capstone Development Corp., which, from 1990 to 2012, was one of the most active and experienced developers of student housing and mixed-use development in the country. Today, Capstone Collegiate Communities carries on Capstone's legacy with a specific focus on new cottage style, townhome, mid-rise and high-rise multifamily developments and mixed-use town centers.

MULTIFAMILY, MIXED USE AND SENIORS HOUSING

In 2017, C3 expanded to the multifamily sector at the forefront of the build-for-rent movement with the introduction of its cottage-style development program. Capstone's growing project footprint stretches across the nation with various product types including build-for-rent, seniors, and mixed-use town center communities.

Below are the lead contacts for the proposed project:

CAPSTONE CONTACT INFORMATION

Mr. John E Vawter Principal Capstone Collegiate Communities 431 Office Park Drive Birmingham, AL 35223 205-586-4228 jvawter@capstonemail.com	Amanda Wallis Executive Vice President Capstone Collegiate Communities 431 Office Park Drive Birmingham, AL 35223 205-612-1107 awallis@capstonemail.com	Angie Rawie Executive Vice President Capstone Collegiate Communities 431 Office Park Drive Birmingham, AL 35223 214-300-5922 arawie@capstonemail.com
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DEVELOPMENT TEAM

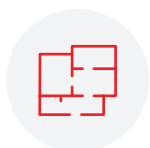
Capstone's development team is comprised of a number of professionals of which each are contributing core development skills to the team.

- Master Developer – Capstone Communities
- Architect – Niles Bolton Associates
- Civil Engineer – Mitchell & Morgan, LLP
- Construction – Hoar Construction
- Traffic Consultant – Avenue Consultants
- Retail Consultant – The Retail Coach

**Additional key team members in Appendix*



WHAT WE DO



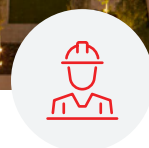
DEVELOPMENT

Capstone's development team oversees each deal from start to finish including acquisition, pre-development due diligence, financing and construction through project delivery and disposition. The development team has successfully developed 76 Communities since 2009.



CONSTRUCTION

Established in 2005 with over 24 communities built across the country and 12 currently under construction, Capstone Communities' construction division, CBI Construction Services, builds our innovative communities and provides general contracting work, program management, cost estimating, material procurement and construction management services.



MANAGEMENT

Capstone Communities' management division, Capstone Properties, LLC., focuses on the leasing and management of both off-campus student housing and conventional multifamily communities across the country. Originally established in 1990, Capstone Properties began as the off-campus management arm of Capstone Development Corp. and has experience managing traditional three-story walk-ups, lofts, lodges, cottage communities and mid/high-rise communities, as well as services for third-party owners.



Master Developer

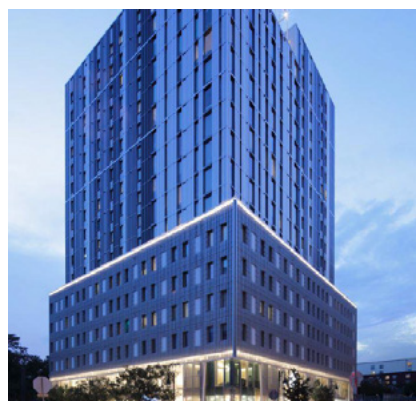
CAPSTONE COMMUNITIES

RELEVANT EXPERIENCE



Town Center at Trilith
Fayetteville, GA

Project Scope: Developed 37,000 SF of retail space, 263 apartment homes, a structured parking deck, and a clubhouse.



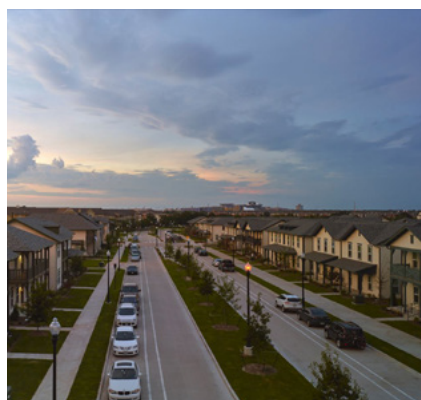
Inspire on 22nd
Austin, TX

Project Scope: Mixed-use development, walkable to University of Texas. Includes 439 beds, worship space for The Wesley Foundation, office and recreation space.



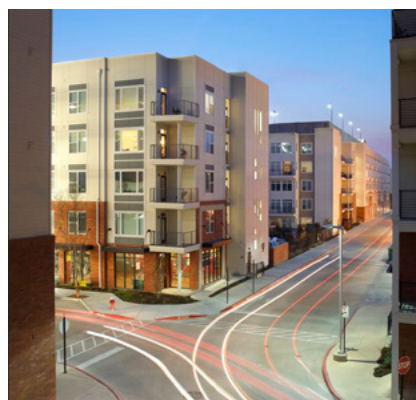
Inspire Atlanta
Atlanta, GA

Project Scope: Two-building community home to 750 residents at Georgia Tech, where they can live, play, study and relax in an amenity rich development.



The Junction
College Station, TX

Project Scope: Cottage Community home to 801 residents off of Holleman Drive in close proximity to Texas A&M University.



Northpoint Crossing
College Station, TX

Project Scope: Two Phase Project home to 1,800+ residents at Texas Ave & University Dr complete with 5 buildings.



The Cottages of College Station
College Station, TX

Project Scope: Completed in 2012, now home to 1,300+ residents within a Cottage Community.



JOHN VAWTER
Principal

John is one of the founding members of Capstone, with over 37 years of experience in student housing and multifamily development. He began his career at Capstone in site acquisitions, transitioned to overall development and successfully lead Capstone’s off-campus student housing program, including the "Cottages" program (Build-for-Rent Student Housing). In January 2012, following the restructuring of The Capstone Companies, John Vawter became one of three principals of Capstone Collegiate Communities, LLC (Capstone Communities). Under John's leadership of the development division, Capstone Communities took their fifteen plus years' experience of building "Cottages" in the student space and began its Build-for-Rent (BFR) program in the conventional multifamily space. Since 2012, Capstone Communities has successfully completed 11 conventional BFR developments and several developments scheduled to start in late 2024 and early 2025. Over the last 37 years, John has played a key role in the delivery of over 72 communities and \$3B+ in development costs and has been integral to Capstone becoming one of the leading student housing, BTR and town center developer across the country.



AMANDA WALLIS

Executive Vice President

Amanda came to Capstone in January 2008 as a Senior Vice President for the Cottage Division of Capstone Development Corp. She now has over 17 years' experience in land development for both public and private land developers and home builders. Since 2012, Amanda has been an Executive Vice President for C3 continuing her role in development for off-campus new construction projects including both Cottage-style developments and high-density, mixed-use developments. Amanda is responsible for all aspects of the development program from acquisition, pre-development due diligence, design, financial analysis and construction through project delivery and disposition. To date, Amanda's experience at Capstone includes the delivery of 10,492 beds totaling over \$680M in development costs. Her development experience ranges from developing low density Cottages, mid-rise both single-purposed and mixed-use development to an 18-story high rise building.

EDUCATION

B.S., Business Administration - Finance, Auburn University at Montgomery
Masters, Building Science, Auburn University
Masters, Community Planning, Auburn University

COMPLETED PROJECTS:

Cottages of Tampa
Tampa, FL

198 Market rate flats, townhouses
and cottages
Development Cost \$64.9M
Completed 2024

Cottages at Warner Robins
Warner Robbins, GA

251 Market Rate townhouses and
cottage units
Development Cost \$53.1M
Completed 2023

Inspire at Royal Park
Charlotte, NC

204 active adult flats and cottages
Development Cost \$49.8M
Completed 2022

The Lofts at Fairfax
Fairfax, VA

825 beds Student Flats
Development Cost \$55M
Completed 2022

Inspire on 22
Austin, TX

439 beds Student Housing
Development Cost \$60M
Completed 2019

The Capstone Cottages of Lubbock,
Lubbock, TX

969 beds student cottages and
townhouses
Development Cost \$62.5M
Completed 2017

The Cottages of Baton Rouge
Baton Rouge, LA

Delivered 2010/2011
382 Units, 1920 Beds
Development Cost \$66,700,000

The Cottages of College Station
Phase 1 & 2, College Station, TX

Delivered 2011
369 Units, 1354 Beds
Development Cost \$65,978,642

The Cottages of Boone
Boone, NC

Delivered 2013
202 Units, 894 Beds
Development Cost \$50,626,420

The Cottages of Albuquerque
Albuquerque, NM

Delivered 2014
162 Units, 786 Beds
Development Cost \$45,215,204

Northpoint Crossing Phase 1 & 2,
College Station TX

Delivered 2014/2015
627 Units, 1842 Beds
Development Cost \$152,766,369

Arlington Cottages & Townhomes,
Baton Rouge, LA

Delivered 2016
179 Units, 732 Beds
Development Cost \$55,046,667

The Junction
College Station, TX

Delivered 2016
186 Units, 801 Beds
Development Cost \$52,018,706

Legacy on Rio

Delivered 2021
144 Units, 561 Beds
Development Cost \$55,000,000

Flats on University

Delivered 2022
268 Units, 825 Beds
Development Cost \$55,000,000



ANGIE RAWIE
Executive Vice President –
Development

Angie joined Capstone in 2012 after more than 20 years in multifamily and student housing development. Prior to joining Capstone, she served in a number of executive level business development and development positions outside Capstone. In her current role as Executive Vice President, she is responsible for all aspects of development from land acquisition, entitlements, financial modeling through construction and lease up. Angie attended Dartmouth College and holds a B.A degree from Smith College. She also holds a M.S. degree in Real Estate Development from the University of Southern California (USC). In her role as Executive Vice President for C3, Angie is responsible for all aspects of the development program from acquisition, pre-development due diligence, design, financial analysis and construction through project delivery and disposition. To date, Angie's experience at Capstone includes the delivery of over 2,120 beds totaling over \$125 million in development costs. Her development experience ranges from developing low density Cottages to an 18-story high rise building.

COMPLETED PROJECTS:

The Lofts at City Center

Five-story wood frame product with attached parking deck
University of Alabama
Delivered:
Phase I – 608 beds, fall 2013
Phase II – 618 beds, fall 2014
1,225 Beds
Development Cost \$73,000,000

Capstone Cottages of San Marcos

Cottage Style Student Housing
Texas State San Marcos
Delivered – fall 2014
899 Beds
Development Cost \$54,000,000

AFFILIATIONS

- Junior League (Dallas, Texas) Member.
- Leadership Dallas, 1998.
- Leadership Texas, 1999.
- Dallas Children's Theatre, past Board Member.

Architect

NILES BOLTON ASSOCIATES

NILES BOLTON ASSOCIATES

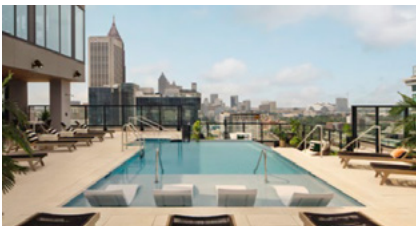
HIGHER EDUCATION QUICK FACTS

Ranked as the #1 student housing design firm by Building Design + Construction magazine for 2022 and 2023

Designed approx. 56,000 beds of off-campus housing nationwide

Named Top 32 design firm in the U.S. by Building Design + Construction for 2023

Currently active in 30 states and the District of Columbia



FIRM PROFILE

Niles Bolton Associates (NBA) is a 140-person firm providing architecture, interior design, landscape architecture, and urban planning services. Founded in 1975, NBA has completed projects in 49 states and 16 countries. With offices in Atlanta, Georgia and Alexandria, Virginia, NBA was named a Top 32 design firm in the U.S. by Building Design & Construction in 2023. Our major markets include higher education, multifamily residential, retail, corporate, and hospitality.

Our growth has been due, in large part, to an ability to understand clients' needs and to design projects meeting their requirements. For Niles Bolton Associates, success is measured not only with design awards, but by our ability to design an appropriate response to program and budget requirements, by acceptance in the market served, and by the ongoing financial reward for our clients. Throughout our 49 year history we have developed a strong sense of regionalism in our design methodology.

RESIDENTIAL DESIGN

With extensive experience encompassing everything from single family homes to luxury high rise developments, Niles Bolton Associates brings to our clients a remarkable understanding of the planning, design, market and construction issues specific to residential design. As one of the nation's leading multi-family housing design firms, we have designed more than 750,000 dwelling units in a variety of housing types. Our multi-family housing projects throughout the United States and abroad give us an international design perspective and enable us to respond in the appropriate regional architectural vernacular. NBA enjoys national, regional, and local recognition with design awards in areas such as best attached home, best apartment community, distinguished design, outstanding development, and best landscape design. Our multidisciplinary practice provides us with the ability to develop design solutions that address the total project from initial concept to final finishes.

SELECT DEVELOPER CLIENTS

American Campus Communities	The Dinerstein Companies	LV Collective
AvalonBay Communities	Gables Residential	Kaplan Residential
Balfour Beatty Communities	Grayco Partners, LLC	Novare Goup
Bozzuto & Associates	Greystar	O'Neill Properties
Buccini/Pollin Group	Grubb Properties	Peak Campus Development
CA Ventures	Highpoint Residential	RangeWater Real Estate
Camden Development, Inc.	Hines	RISE Development, LLC
Capstone Collegiate Communities	Jefferson Apartment Group	The Goldenberg Group
Core Spaces	JLB Partners	Third & Urban
Cortland	Kassinger Development Group	TPA Residential
Crescent Communities	Landmark Properties	Trammell Crow Residential
	LIV Development	Trinitas Ventures
		Willow Bridge Property Co.

Architect

NILES BOLTON ASSOCIATES

MOHAMED MOHSEN,
AIA, LEED AP
Principal

EDUCATION

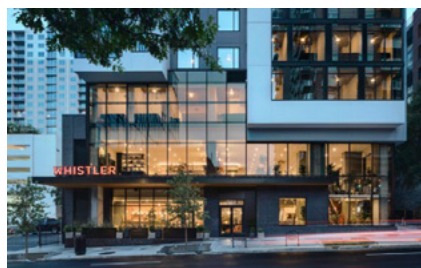
Master of Architecture;
Georgia Institute of Technology
Bachelor of Science, Architecture;
Helwan University, Cairo, Egypt

QUALIFICATIONS

22 years of architecture experience
Joined NBA in 2002
Registered Architect in Georgia,
California, Connecticut, Louisiana,
Maryland, Missouri, New Jersey,
Oregon, Rhode Island and
Washington
LEED Accredited Professional

ASSOCIATIONS

NCARB certified
Urban Land Institute (ULI)
ULI Atlanta Center for Leadership
American Institute of Architects
United States Green Building Council



Whistler
Atlanta, Georgia

Mohamed possesses a highly-developed eye for design, a strong technical background, and a solid understanding of the economics of real estate development. With 20+ years of professional experience and a diverse project portfolio, Mohamed has extensive expertise in the off-campus student housing, educational, institutional, mixed-use and hospitality markets. Together, these strengths allow him to provide the leadership and critical thinking that have yielded international recognition and numerous prestigious awards including the Urban Land Institute (ULI)-Atlanta Development of Excellence Award. Mohamed is an alumnus of ULI Atlanta's 2015 Center for Leadership class and frequently serves as a panelist at national student housing events.

RELEVANT PROJECTS:**Multifamily / Mixed-Use / Off-Campus Student Housing**

Whistler, LV Collective, Atlanta, GA
The Flats on University, Capstone Collegiate Communities, Fairfax, VA
340 East Paces Ferry, CA Ventures, Atlanta, GA
Here Reno, CA Ventures, Reno, NV
Here Tuscaloosa, CA Ventures, Tuscaloosa, AL
Identity Phase I, CA Ventures, Berkeley, CA
Identity Phase II, CA Ventures, Berkeley, CA
Inspire, CA Ventures, Atlanta, GA
Rise on West Campus, CA Ventures, Austin, TX
Uncommon Auburn, CA Ventures, Auburn, AL
One12 Courtland, RISE Real Estate Company, Atlanta, GA
Lodges at West Edge, Peak Campus Development, Durham, NH
The Mark at Athens, Landmark Properties, Athens, GA
The Mark Phase II, Landmark Properties, Athens, GA
The Retreat at Orlando, Landmark Properties, Orlando, FL
The Retreat at Raleigh, Landmark Properties, Raleigh, NC
The Retreat at San Marcos, Landmark Properties, San Marcos, TX
The Retreat at State College, Landmark Properties, State College, PA
The Retreat at Tucson, Landmark Properties, Tucson, AZ
The Retreat at Tallahassee, Landmark Properties, Tallahassee, FL
The Standard at Atlanta, Landmark Properties, Atlanta, GA
The Vista Starkville, IMS Development, Starkville, MS

Education & Institutional

Browns Bridge Community Church, Cumming, GA
The Home Depot - Little Apron Academy, Smyrna, GA
The Howard School, Atlanta, GA
Virginia Commonwealth University, West Grace Student Housing, Richmond, VA
West Ridge Church, Paulding County, GA

Transit

Albany Multi-modal Transit Center, Albany, GA
Triangle Transit Authority Raleigh / Durham Metro Area, NC



Located in College Station, Texas, Mitchell & Morgan, LLP (M&M) prides itself on providing cost efficient and innovative engineering solutions for our clients. M&M has worked in the development arena in the Bryan/College Station area for the last 25 years. Our staff collectively has more than 200 years of design experience. We thoroughly enjoy the work we do helping multi-family residential, higher education, municipal, healthcare, commercial, and single-family residential projects through the maze of civil design elements and project permitting through all regulatory entities.

M&M has four full-time Licensed Professional Engineers, two full-time Graduate Engineers, one full-time Assistant Project Manager, one part-time Staff Planner, one full-time Civil Designer, one part-time IT Consultant, one full-time Office Manager, and one full-time Administrative Assistant. M&M often employs part-time graduate civil engineering students on a semester or yearly basis to fill staffing needs. With this staff, we have over 22,000 man hours/year of technical staff.

M&M approaches every project by providing our client creative solutions to achieve their objectives in a timely manner. Our firm's success has primarily been due to the ability to offer our clients expert analysis based on extensive knowledge of codes and a thorough background rooted in the Civil Engineering industry. M&M services include entitlement processing, site design, utility design, roadway/pavement design, drainage design, hydrology and hydraulic and land planning.

Our firm has worked on several multi-family / student housing development projects in the Bryan/College Station area over the years including several in the Northgate District. Below are a few of our projects:

- 415 College Main Student Housing
- The Otto Student Housing
- The Rev Student Housing (Civil Consulting Services Only)
- Lark Northgate (Fmr. Sterling Northgate)
- The Domain at Northgate
- The Standard at College Station (Civil Consulting Services Only)
- Northpoint Crossing
- The Deason at Jones Crossing
- Flora 4050 (Fmr. Springs at University Drive)
- The Cottages at College Station
- The Junction Cottages & Townhomes
- Redpoint College Station (Fmr. The Retreat at College Station)
- The Lofts at Wolf Pen Creek
- Holleman Crossing Apartments
- SoCo at Tower Point Apartments
- Redmond Row Townhomes
- Lakeridge Townhomes
- River Oaks Townhomes
- Broadstone Ranch
- Waterwood Townhomes
- Cambridge Dormitory
- Kappa Delta Sorority House



HoarConstruction

We have been in business for 84 years, and we're very proud of that. There aren't many companies in our industry that have been around this long. During these 84 years, we've been able to thrive, grow, and expand. Today, we have seven offices in six states and attribute our success to the values our company was founded on.

F.R. Hoar established the company on the principle of treating clients the way he would want to be treated and we've continued that practice. We treat them and our other team members as partners. We're committed to their success just as much as our own, and we want to earn their trust. We fill our project teams with reliable experts who know how to get the project done right, the first time. We collaborate with clients and team partners to ensure successful outcomes.

We believe the future of construction is process-driven, where architect, contractor, and trade partners all work together to deliver the very best building experience possible.





Jeff oversees construction projects with an emphasis on helping clients to achieve their vision by managing each assignment from design and preconstruction to the delivery of a fully-functioning building. His experience in program management spans from higher education campus relocations to an abandoned power plant renovation program. He uses lessons learned from these experiences and resources available to successfully guide and navigate the team through any challenging situations that may arise. His ultimate responsibility is to hold Hoar and its team members accountable to meet our commitment to the client.

EDUCATION, CERTIFICATIONS & PROFESSIONAL AFFILIATIONS

- B.S. - Construction Science, Texas A&M University
- OSHA 10-Hour Trained
- ASHE Health Care Construction Certified
- Associate Constructor, American Institute of Constructors
- First Aid/CPR/AED Certified
- 2012 Hoar Leadership Council

RELEVANT PROJECTS:

Icon, Austin, TX, 30-story, 555 bed, 216 unit, 301,200 GSF student housing tower with rooftop pool, amenity center; includes 4-level 100 space below grade garage.

Inspire on 22nd, Austin, TX, 242,000 SF, 18-story, design-build highrise student housing in West campus; project includes 129 units, 439 beds with 4 levels of below-grade parking; 10,000 SF is dedicated to a campus group with a kitchen, worship space, and administrative areas.

Carr Hall, Angelo State University,
San Angelo, TX, design-build
renovation; 18,014 SF, 2-story
student housing building.

The Loren, Austin, TX, new 225,000 SF, 108-room hotel includes 25 additional condo units, 2 penthouses, 8,000 SF of restaurant and event space, and 8,500 SF of retail space, luxury spa, gym, swimming pool and ground-level retail.

The Richardson at Tarrytown,
Austin, TX, 3-story 76,000 SF
building of residential units, amenity
space including a pool, terraces, and
a courtyard; 25,000 SF of on grade
parking.

Dell Children's Bed Tower, Austin, TX, New 4-story, 105,000 SF, 72-bed pediatric hospital expansion, includes one floor dedicated to pediatric critical care, one floor for hematology/oncology inpatient services, and another floor dedicated to general acute inpatient services, with a fourth floor shelled for future expansion.

Building for Academic & Student Services, Texas A&M University - Texarkana, Texarkana, TX, 58,000 SF, 3-story multipurpose building, which integrates student support facilities with classrooms.

Dell Seton Medical Center Vertical Expansion, Austin, TX, 4-story vertical expansion to the teaching hospital at the University of Texas; includes 4 new ORs, complete buildout, plinth expansion, and surgery expansion.

Centralized Operational Reliability and Efficiency Facility (CORE), Texas A&M University Central Texas, Killeen, TX, Central Utility Plant, includes chilled water, electric and fiber optics; additional university police department space and emergency operations center.

The Backyard Infrastructure, Bee Cave, TX, Phase 1 of a 35 acre cultural and entertainment center. Includes earthwork, ponds, wet and dry utilities.

Cullen Auditorium Renovation, Abilene Christian University,
Abilene, TX, renovation of existing Cullen Auditorium; including infrastructure upgrades, increased seating capacity and interior overhaul to the performance hall facility.

Moody Coliseum, Abilene Christian University, Abilene, TX, 153,000 SF; renovation and expansion; a north tower and south tower, each 3 stories tall which will include a lobby, administrative offices, basketball offices, and a 2,000 SF hospitality area.



BRAD BRIMLEY,
PHD, PE, PTOE, RSP

EDUCATION

Doctor of Philosophy, Civil
Engineering, Texas A&M University,
2014

Master of Science, Civil Engineering,
Brigham Young University, 2011

Bachelor of Science, Civil
Engineering, Brigham Young
University, 2011

QUALIFICATIONS

Professional Engineer – State of
Texas #125348

Professional Traffic Operations
Engineer – #4531

Road Safety Professional – #104

YEARS OF EXPERIENCE

Years with Firm | 1
Total Years | 13

Brad Brimley brings sharp perspective and exceptional experience from local municipal projects of a variety of sizes. With expertise in intersection and traffic signal design, roadway illumination, simulation, modeling, capacity analysis, and highway safety analysis, Brad applies passion for data-driven and careful decisions into all aspects of his work. Brad has been a resident of College Station for 13 years and has served on multiple boards and committees of the city. His local insights and perspective of the community's transportation needs will be valuable as he incorporates them into design decisions that impact traffic safety and operations.

RELEVANT PROJECTS:

Barron Road Mobility Study

College Station, Texas

Brad managed a study and schematic design for a segment of Barron Road with operational challenges due to the offset intersections of Decatur Drive and Longmire Drive. The project evaluated the feasibility of alternatives including roundabouts, signalization, and unconventional options like Restricted Crossing U-Turn (RCUT) and Green-T intersections. Residents were concerned over reduced mobility of the unconventional intersections. Brad led discussions to listen to the residents, identify their concerns, and help them understand the advantages and disadvantages of each option.

Corporate Parkway Extension Corridor Study

College Station, Texas

Brad evaluated future traffic conditions of the city's business/industrial district along Corporate Parkway. The extension of Corporate Parkway to William D Fitch Parkway was modeled with connection points that form either a four-way intersection or different offset T-intersections with Pebble Creek Parkway. With environmental concerns preventing the connection at Pebble Creek Parkway, the study provided valuable information about operations for the potential offset intersections.

William J. Bryan Parkway Reconstruction

City of Bryan, Texas

Following a rigorous study of the corridor, including traffic modeling and crash analysis, Brad designed three traffic signals and six pedestrian hybrid beacons. The traffic signals were designed per City of Bryan specifications, with construction to be by TxDOT. Fiberoptic communication connects each signal to the City's network.

Nuckols Crossing Road Schematic Design and Preliminary Engineering Report

Austin, Texas

As project manager, Brad was tasked with developing solutions to revitalize the corridor and improve safety and mobility for all users. There were several areas with no pedestrian facilities, and Brad discovered that the corridor also experiences a high number of right-angle crashes and single-vehicle collisions. Brad led the team to design a mini roundabout to replace a stop-controlled intersection, addressing right-angle crashes while minimizing ROW acquisition. By meeting with crossing guards and the elementary school principal, Brad learned that children routinely jaywalk between the school and the city library, even though there is a nearby crossing guard. Brad led the team to add new crossings that safely meet the pedestrian's needs. Median islands were designed for all midblock crossings to add deflection that encourages lower vehicle speeds.



COMPANY PROFILE

About The Retail Coach

We are the nation's premier retail recruitment, market analysis, and development firm. Our experience combines strategy, technology, and creative marketing to execute high-impact retail and restaurant recruitment strategies for local governments, chambers of commerce and economic development agencies.



We have served **more than 650 communities in 40 states** across the country over the last 22+ years.



PROVEN RESULTS

5+ MILLION

Square feet of new retail space recruited to client communities

\$600 MILLION

Additional sales tax dollars generated in client communities

90% REPEAT

Percent of clients that choose us for repeat assignments

Your Project Team

KEY STAFF BIOGRAPHIES**CHARLES PARKER**

Project Director

Charles brings more than seven years of experience in the fields of economic research and entrepreneurship to The Retail Coach. As Project Director, Charles oversees the retail recruitment process and leads his team to promote economic development in client communities. In this role, he works closely with local officials as well as retail site selectors, brokers, and developers. His work has led to the location of numerous regional and national brands to client communities, including Hobby Lobby, Marshall's, Five Below, Planet Fitness, Eggs Up Grill, Popeye's, Sonic, and Publix.

Prior to joining The Retail Coach, Charles served as Research Coordinator at Mississippi State University where he developed and executed research exploring economic impacts of tourism and outdoor recreation on municipalities. His work with local economies provides Charles with a unique understanding of the challenges communities face when trying to grow.

The McKinney, Texas native earned his Master of Business Administration and Master of Science degrees from Mississippi State University. Charles is an active member of the International Council of Shopping Centers and Main Street America, and is a frequent speaker at conferences, municipal leagues, and economic organizations.

**KELLY COFER, CCIM**

Founder & CEO

C. Kelly Cofer leads The Retail Coach with more than 30 years of experience in all aspects of retail real estate and economic development. Kelly's professional background encompasses market research and site selection, advisory and leasing services, and property brokerage and development for leading national and regional retailers and restaurants in more than 150 cities throughout the United States. He has earned the prestigious Certified Commercial Investment Member (CCIM) designation from the Chicago-based Commercial Investment Real Estate Institute and attended the Economic Development Institute at the University of Oklahoma. Kelly holds a Bachelor of Science degree from Texas A&M University in College Station.

**AARON FARMER**

President

With a degree in Marketing from The Mays Business School at Texas A&M University in College Station and an MBA from Texas A&M University – Commerce, Aaron brings to The Retail Coach knowledge of the most current research on retail and marketing trends. Prior to joining The Retail Coach, Aaron was employed in marketing research and retail development where he worked on projects for some of America's leading retailers and restaurants including FedEx, Kinkos, Sally Beauty Supply, Adidas, Concentra and the National American Association of Subway Franchises (NAASF). His expertise touches each step of a project from the initial trade area determination to the actual recruitment of retailers. Aaron is a sought after speaker for industry organizations throughout the country.

TAB B
EXPERIENCE OF
BIDDER

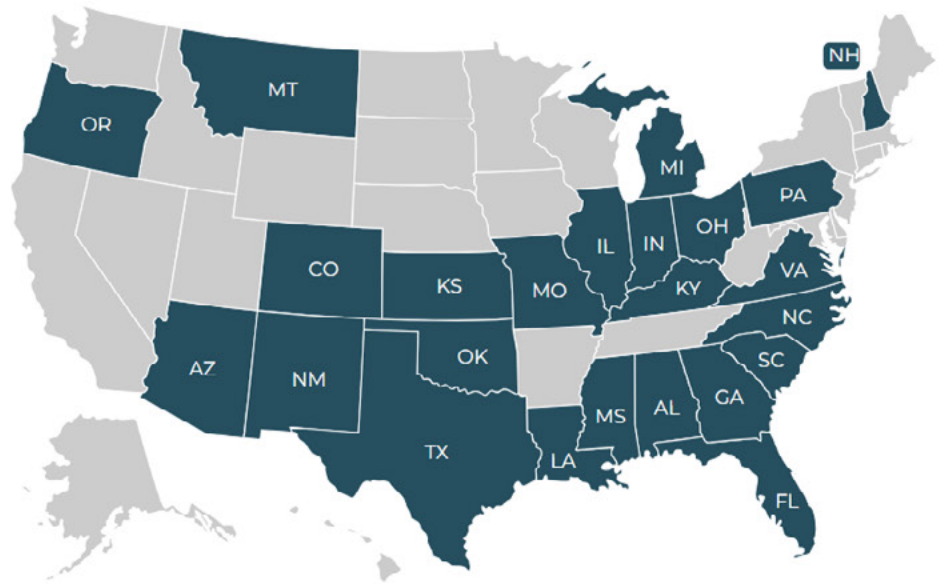


Capstone Communities has a wealth of experience developing, constructing, and managing student and multifamily communities across the country. Our experience developing various product types including residential, retail, and other interesting uses have been successfully deployed time and time again.

76
COMMUNITIES
DEVELOPED

41,068
BEDS
DELIVERED

\$3B+
IN DEVELOPMENT
COSTS



- | | |
|-----------|----------------|
| ALABAMA | MISSISSIPPI |
| ARIZONA | MONTANA |
| COLORADO | NORTH CAROLINA |
| FLORIDA | NEW HAMPSHIRE |
| GEORGIA | NEW MEXICO |
| ILLINOIS | OHIO |
| INDIANA | OKLAHOMA |
| KANSAS | OREGON |
| KENTUCKY | PENNSYLVANIA |
| LOUISIANA | SOUTH CAROLINA |
| MICHIGAN | TEXAS |
| MISSOURI | VIRGINIA |

CAPSTONE EXPERIENCE

COMPLETED	YEAR DEVELOPED	BEDS	UNITS	TOTAL DEVELOPMENT COST
Creekside of Auburn, Auburn, AL	2007	1159		\$ 59,000,000
The Retreat of Clemson, Clemson, SC	2007	216		\$ 10,800,000
The Cottages of Columbia, Columbia, MO	2008	513		\$ 28,200,000
The Cottages of Hattiesburg, Hattiesburg, MS	2008	403		\$ 20,800,000
Cottage Grove at Gainesville, Gainesville, FL	2008	285		\$ 19,000,000
The Cottages of Lubbock, Lubbock, TX	2009	847		\$ 50,900,000
The Cottages of Norman, Norman, OK	2009	644		\$ 31,100,000
The Cottages of Baton Rouge, Baton Rouge, LA	2010	1290		\$ 66,700,000
The Cottages of Lakeshore (Operation Lakeshore)	2011	10		\$ 2,300,000
The Lodges of East Lansing, Phase 1 & 2, East Lansing, MI	2011	1049		\$ 55,200,000
Valentine Commons, Raleigh, NC	2012	928		\$ 70,600,000
The Lofts of Kennesaw, Kennesaw, GA	2012	803		\$ 44,900,000
The Cottages of Durham, Durham, NH	2012	619		\$ 30,700,000
The Cottages of College Station - Phase 1 & 2, College Station, TX	2012	1354		\$ 66,000,000
Northpoint Crossing, Phase 1 & 2, College Station TX	2012	1842		\$ 152,800,000
The Cottages of Boone, Boone, NC	2013	894		\$ 50,600,000
The Lofts at City Center, Phase 1 & 2, Tuscaloosa, AL	2013	1225		\$ 73,000,000
13th & Olive, Phase 1 & 2, Eugene, OR	2013	1308		\$ 94,700,000
The Cottages of San Marcos, San Marcos, TX	2014	899		\$ 51,900,000
The Cottages of New Mexico, Albuquerque, NM	2014	786		\$ 45,200,000
The Lodges of Colorado Springs, Colorado Springs, CO	2014	616		\$ 39,100,000
Hannah Lofts & Townhomes, East Lansing, MI	2014	702		\$ 45,600,000
The Cottages of Tempe, Tempe, AZ	2015	718		\$ 48,600,000
Arlington Cottages & Townhomes, Baton Rouge, LA	2016	732		\$ 55,000,000
The Junction, College Station, TX	2016	801		\$ 52,000,000
The Lofts of Flagstaff, Flagstaff, AZ	2017	814		\$ 77,800,000
The Capstone Cottages of Lubbock, Lubbock, TX	2017	969		\$ 62,600,000
The Lofts at Seacrest, Seacrest Beach, FL	2017		120	\$ 27,000,000
The Cottages of Ft Collins, Fort Collins, CO	2017	889		\$ 76,900,000
Hope Cottages	2018	16		\$ 2,200,000
The Arrow Townhomes & Flats, Bozeman, MT	2018	887		\$ 76,600,000
Inspire on 22nd, Austin, TX	2019	439		\$ 56,500,000
Premiere Lofts at Trilith, Fayetteville, GA	2020	404	263	\$ 50,800,000
Inspire Atlanta, Atlanta, GA	2021	750		\$ 119,400,000
The Legacy on Rio, Austin, TX	2021	561		\$ 52,400,000
The Cottages at Old Monrovia, Huntsville, AL	2021		275	\$ 52,800,000
Inspire at Royal Park, Matthews, NC (Active Adult)	2022		204	\$ 49,800,000
The Lofts at Fairfax, Fairfax, VA	2022	825		\$ 114,500,000
The Cottages of Daytona Beach	2022		283	\$ 61,000,000
The Villas at Nexton	2022		282	\$ 56,200,000

COMPLETED	YEAR DEVELOPED	BEDS	UNITS	TOTAL DEVELOPMENT COST	
The Cottages of Wilmington	2022		279	\$	53,900,000
The Cottages of Port St Lucie	2022		286	\$	69,600,000
The Cottages of Myrtle Beach	2022		294	\$	63,200,000
The Cottages of Warner Robins	2022		251	\$	53,100,000
The Cottages at Greystone	2023		189	\$	50,900,000
The Cottages at Ingleside	2023		260	\$	69,600,000
The Cottages at Old Monrovia - Phase II	2023		276	\$	72,300,000
The Cottages at Cypress Cay	2023		198	\$	64,900,000
TOTAL / AVG		41,068	3,460	\$	3,023,700,000

TOTAL PROJECTS	76
TOTAL DEVELOPMENT COST	3,023,700,000
TOTAL STUDENT BEDS	41,068
TOTAL CONVENTIONAL UNITS	3,460

C3 CONTACT INFO

Corporate Office Capstone Collegiate Communities, LLC 431 Office Park Drive Birmingham, AL 35223 205.414-6400	Development John E. Vawter, Principal (205) 586-4228 jvawter@capstonemail.com	Finance & Accounting Rob Howland, Principal (205) 414-6416 rhowland@capstonemail.com
	Management Ben Walker, Principal bwalker@capstonemail.com	
	Amanda Wallis Executive Vice President Capstone Collegiate Communities 431 Office Park Drive Birmingham, AL 35223 205-612-1107 awallis@capstonemail.com	Angie Rawie Executive Vice President Capstone Collegiate Communities 431 Office Park Drive Birmingham, AL 35223 214-300-5922 arawie@capstonemail.com

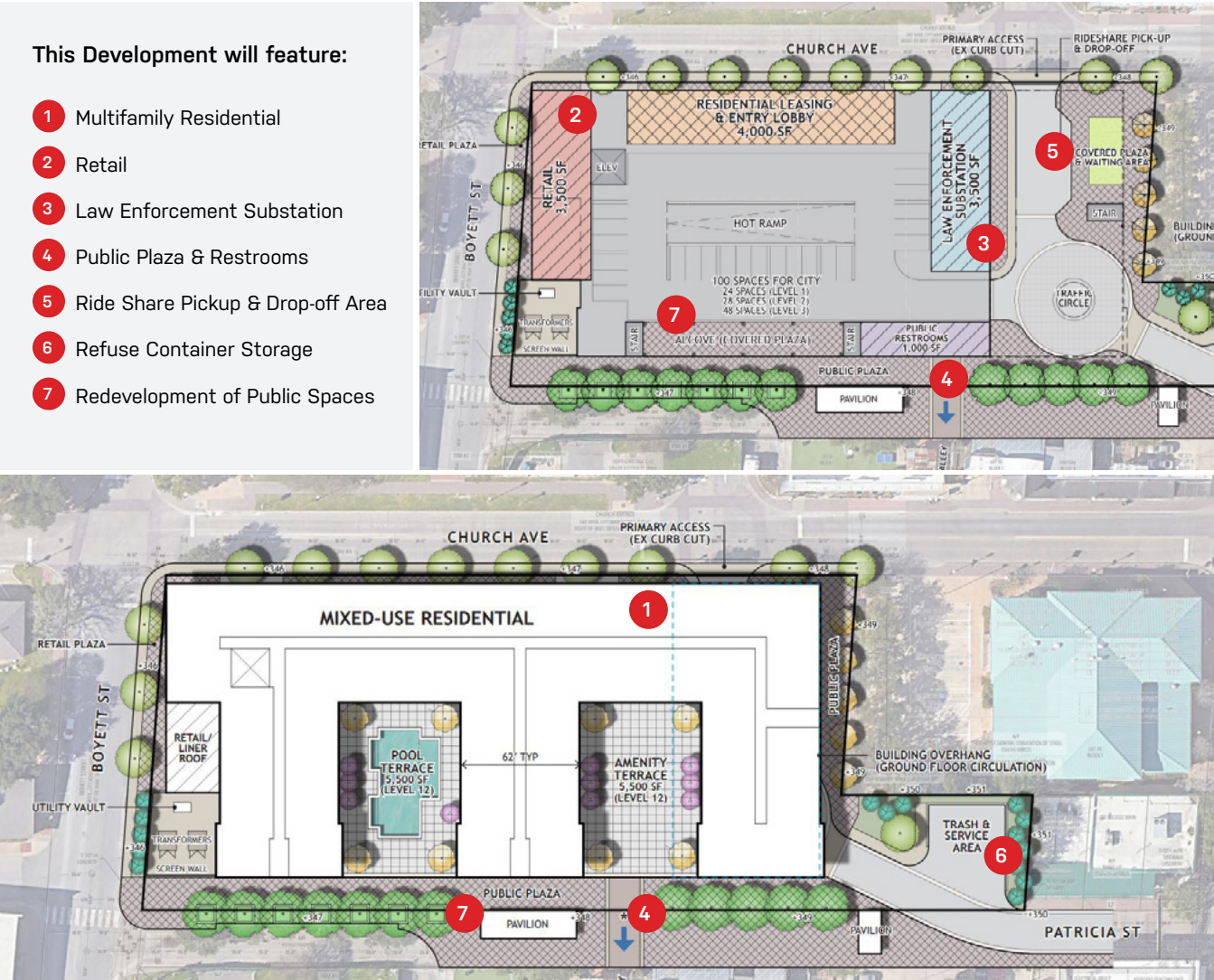
*Additional Project Highlights in Appendix

TAB C REDEVELOPMENT PROGRAM

REDEVELOPMENT PROJECT

The proposed College Station project envisions a vibrant, upscale mixed-use community through thoughtful design and place-making. For the design, we are proposing to work in close collaboration with the city to ensure the overall design aligns with community goals. By leveraging effective site planning principles, the project maximizes density while blending seamlessly with the surrounding neighborhood and establishing a prominent presence along Church Avenue, near Texas A&M University. The residential building and parking layout are meticulously crafted to make the most of the site's constraints and orientation. Strategically placed lobbies around the perimeter ensure easy pedestrian access to the sidewalk network, which directly connects to the university campus and promotes biking and walking. Capstone's redevelopment plan emphasizes place-making with a diverse mix of uses, enhancing walkability and integrating ground-floor neighborhood retail. The ground level will connect the residential project with the community through programmatic elements, including a public plaza with a shaded recreational space and revitalization efforts for adjacent areas. Architecturally, the development will meet luxury apartment standards with finishes that complement the College Station community.

This diverse mix of uses is further detailed below.





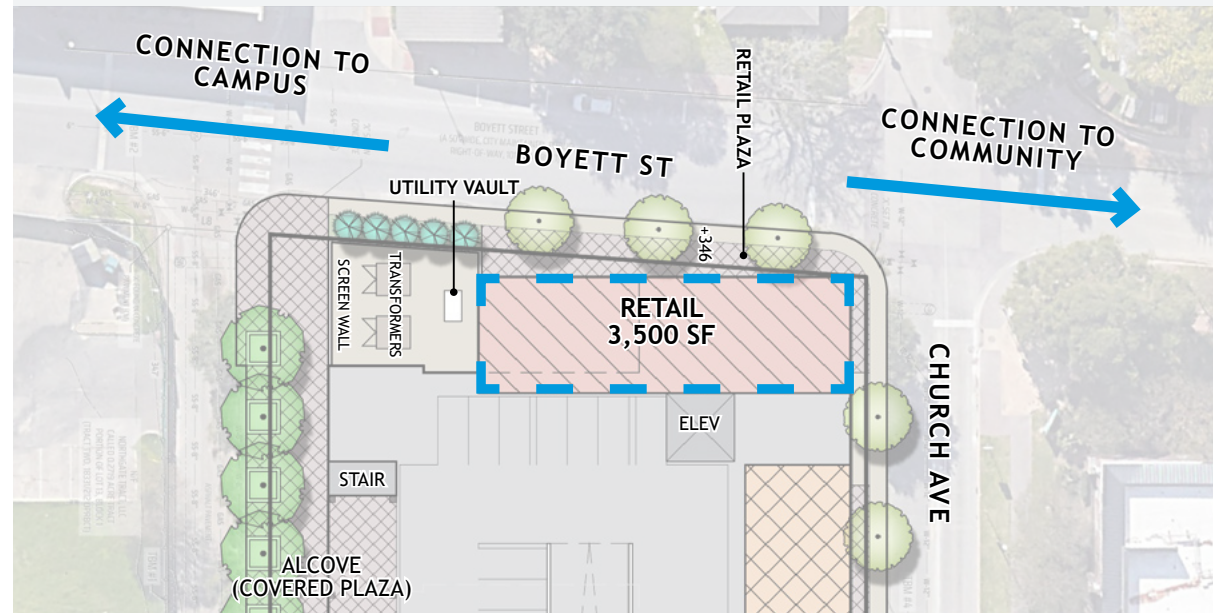
Multi-family Residential:

This mixed-use high-rise will combine sophisticated residential spaces with vibrant retail, essential law enforcement infrastructure, and welcoming public areas. The upper-floor residences will offer panoramic views of College Station and the nearby university, providing a serene retreat above the urban bustle. Residents will enjoy luxurious Class A amenities, including elegant clubrooms, lounges, study rooms, secure bike storage, a gaming area, and convenient mail and package reception. The project also features a state-of-the-art fitness center, a communal kitchen, and co-working spaces designed to enhance daily life and foster community. The design seamlessly integrates indoor and outdoor spaces, with multiple terraces and a well-appointed pool area, creating a lush oasis in the heart of the city.



Retail:

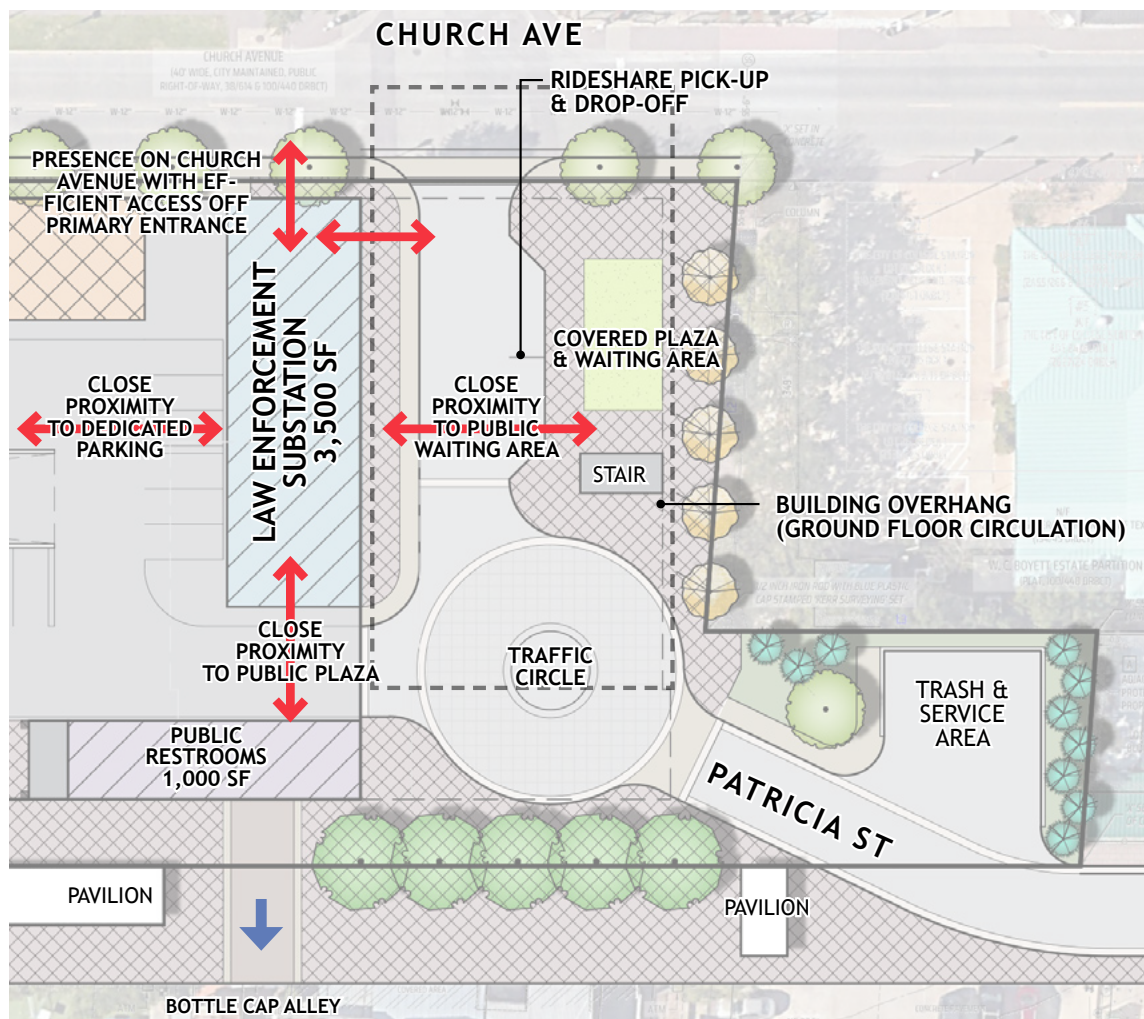
At the corner of Church Avenue and Boyett Street, 3,500 square feet are designated for leasable commercial space to serve neighborhood needs and enhance community vitality. With ample glazing, the space will create a vibrant pedestrian experience, promoting walkability and inviting interaction. This design aims to engage the adjacent community and foster a lively, connected environment.





Substation:

The planned 3,500-5,000 square-foot Law Enforcement Substation will be conveniently located near the parking entry on Church Avenue, providing a noticeable yet balanced presence. The site offers multi-modal access for vehicles, bikes, and pedestrians, with adjacent city parking for added convenience. Integrated with the covered plaza and waiting areas, it will enhance safety for both residents and the community. The design will carefully consider materials, glazing, and entry points, and we are committed to collaborating with the city to address specific needs. We are also open to providing dedicated bike storage & bike repair station for law enforcement. Collaboration with the police administration will be sought during the design phase.





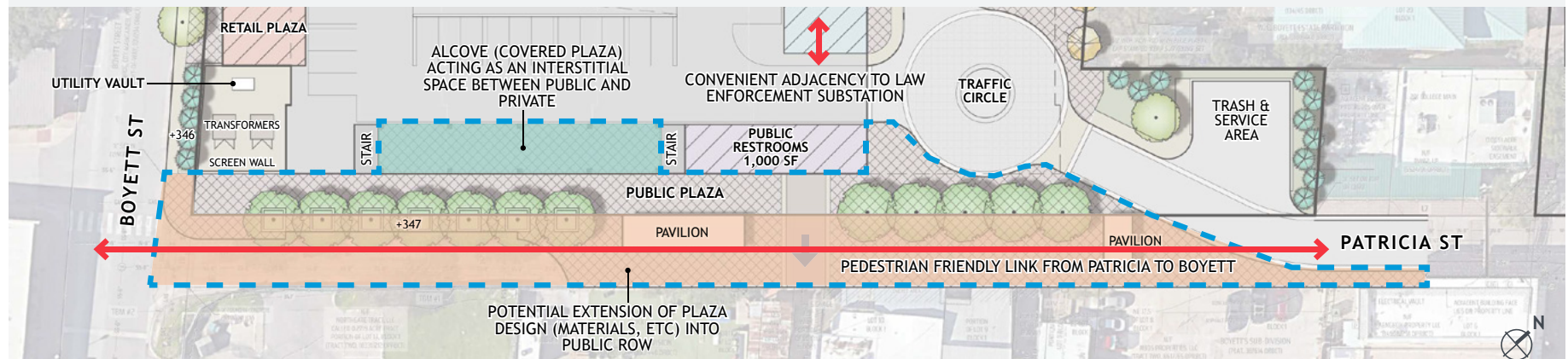
The Back Porch at Northgate

The overall goal for this portion of the development is to achieve results like that of West End Dallas. We aim to provide a space that acts as a springboard for both a greater sense of place and community while also fostering economic growth and densification of the surrounding Northgate district.



Public Plaza and Public Restroom Facilities:

The design includes inviting public plazas and pavilions with comfortable seating, shaded landscaping, and artistic elements to foster social interaction and community within Northgate. The development will enhance the connection between Boyett and Patricia Streets, promoting active public use. We are also open to extending this design into the public right-of-way, in collaboration with the city. Additionally, 1,000 square feet of public restrooms will be conveniently located next to the plaza and pavilion.



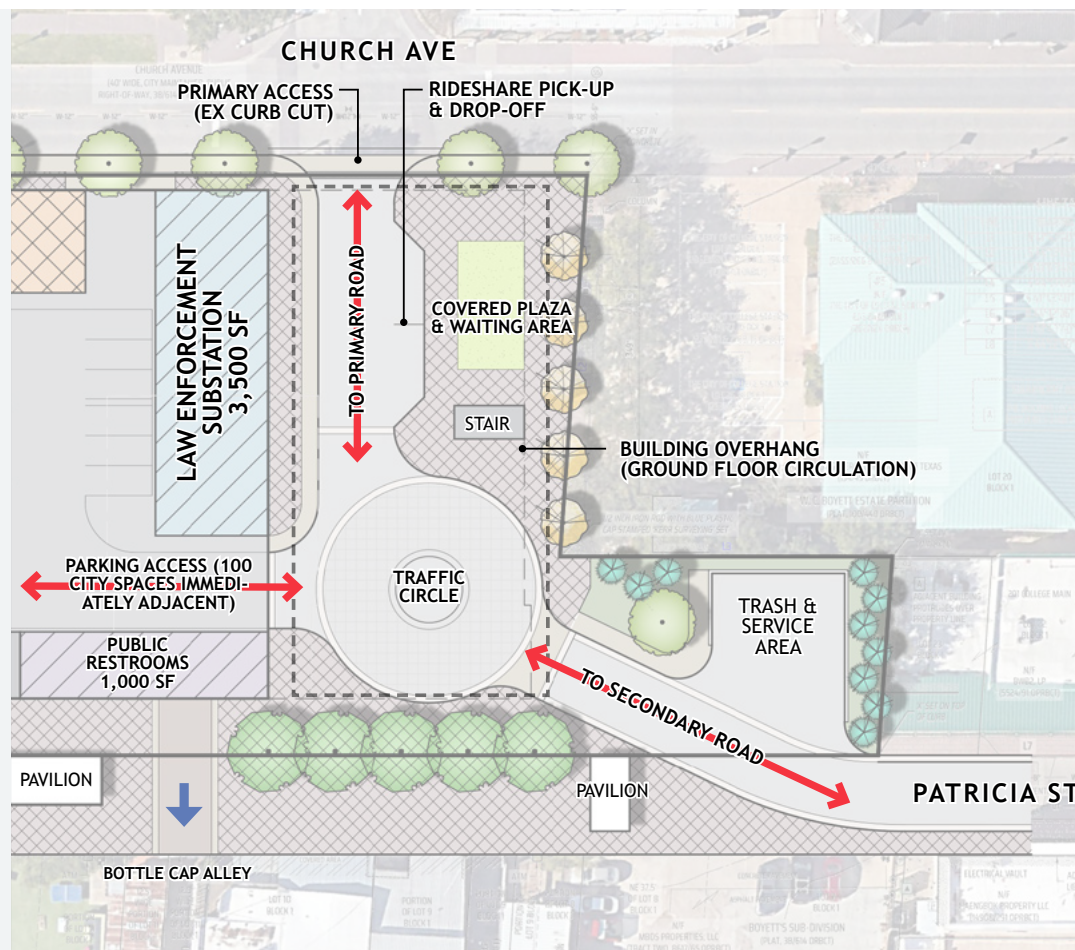


Residential and City Parking:

Parking is strategically placed behind active uses to minimize visibility from Church Avenue, Boyett Street, and Patricia Street, enhancing visual appeal and efficiency. The cast-in-place structure will provide 878 spaces, with a 1.93 space-to-unit ratio, plus 100 spaces for city use near the Law Enforcement Substation and public restrooms. While the parking ratio meets city code, Capstone is open to discussing reductions based on on-site bike storage and public transit access. Given the walkability to Texas A&M, on-site parking is expected to mainly serve as car "storage," with residents likely walking to classes.

Roadway Structure, Traffic Patterns, Refuse Services:

The internal roadway includes a traffic circle that efficiently connects entrances on Church Avenue and Patricia Street, improving circulation and reducing congestion. The plan features a dedicated pull-off for trash and service, along with a covered plaza for rideshare pick-up and drop-off, enhancing security for residents and the community. Trash facilities are discreetly placed yet accessible and appropriately scaled for their functions.



ADDITIONAL GOALS AND FEATURES

Sustainable Design

An additional goal is to adopt a holistic, green approach to design, incorporating sustainable rating systems to maximize natural site qualities and energy savings. The team has a long history of applying sustainable design concepts, including the nation's first LEED-certified multifamily project and the largest LEED Gold certified residential project in California. The design will focus on efficiency and low maintenance, including optimized mechanical and electrical systems, stormwater reuse, and the use of natural materials.

Safe and Efficient Design

Safety features include a fully compliant NFPA-13 sprinkler system, standpipes, two-way communication systems, smoke and fire detectors, peephole entrance doors, exterior lighting, and ground fault interrupters. All doors will be controlled via a centralized keycard access system. Energy efficiency will be prioritized with features such as energy-efficient split-system heat pumps, Energy Star windows, code-compliant insulated walls, and water-saving devices.

The residential units are designed for contemporary living, featuring modern kitchens with energy-saving appliances, open floor plans, walk-in closets, and high-grade finishes. Safety and energy efficiency are also priorities, with a fully compliant sprinkler system, advanced communication systems, and energy-efficient features throughout.

A Place for All Including Affordability

Our final goal is to create a place for all to live, work and play. Capstone's redevelopment plan starts with one goal: to design a mixed-use community where people actually want to spend time. We believe this is the essence of place-making. We believe that designing a project which will further enhance the Northgate neighborhood requires a few key elements: a diversity of uses, an emphasis on walkability, the inclusion of ground floor neighborhood retail, and building safe, comfortable and inspiring public spaces which encourages residents to linger a bit. Comfortable seating, green shaded landscaping, artistic pieces/ murals promote social interactions that over time builds a sense of community and a real neighborhood. We will strive to ensure that a percentage of the units continue to be **affordable**. We will offer many different unit types in order to ensure we have alternatives and are attractive to various stages of life. We expect **professors, young professionals, and students** will want to immerse themselves in this vibrant location.



Project Timeline:

- Feasibility Period – 120 days
- Government Approvals Period – Once Site Plan approval is obtained
- Closing – 60 days following expiration of Government Approvals Period

Estimated Value of the Development:

Based on our preliminary conceptual design we believe our total development cost is approximately \$209,000,000. These improvements consist of the land acquisition, hard and soft cost. This total development budget is inclusive of the multi-family, both private and public parking, the roadway network, refuse services, public bathrooms, and other public improvements.

Stakeholder Responsibilities (Capstone/ City of College Station)

Capstone intends to fund all costs of this redevelopment of the Site. Capstone will buy the property Fee Simple from the City of College Station. Please see Tab D for offer details.

- 100 city parking spaces- Capstone proposes a 50/50 revenue share between Capstone and the city for the on-going revenue stream.
- Law Enforcement Substation - Capstone will pay 100% of these improvements ("substation" or "premises") and will manage the construction of the substation while the residential tower, and other public improvements, are underway. Capstone's proposal assumes the city would lease the police substation for a nominal \$1.00/ per year, but that Capstone retains ownership of the substation improvements. Capstone proposes a perpetual lease in favor of the city of College Station, as long as the premises retain operation as a police substation for the on-going safety and well-being of College Station residents. If at any time the city of College Station non-longer elects to operate a substation on these premises, the city will terminate the leases and the substation will revert back to Capstone to operate the premises as desired (as long as Capstone complies with all city zoning and regulations regarding use of premises in this location).
- Public Plaza - Branded in this proposal on page 30 as **"The Back Porch at Northgate"** - Capstone proposes improving not only this property but the adjacent property located behind the restaurants/ bars. Capstone proposes that the city allow Capstone to access any parkland fees it pays to the city associated with this redevelopment projects, to fund enhancements to the area outside of boundaries of Capstone's land acquisition.



SITE PLAN & RENDERING:



PROJECT LOCATION MAP

301 Patricia St - College Station, TX



EXISTING CONDITIONS

301 Patricia St - College Station, TX

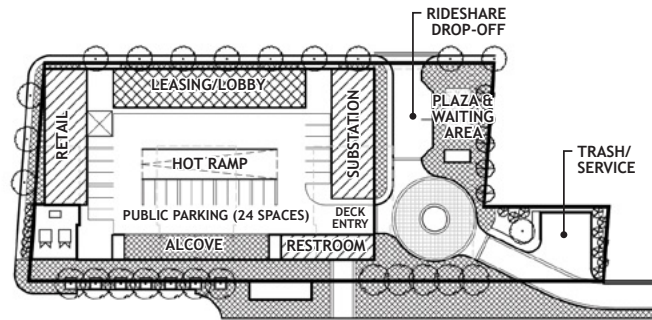


CONCEPTUAL SITE PLAN

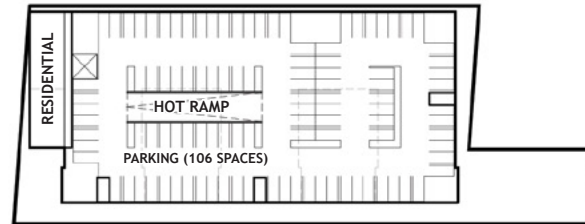
301 Patricia St - College Station, TX



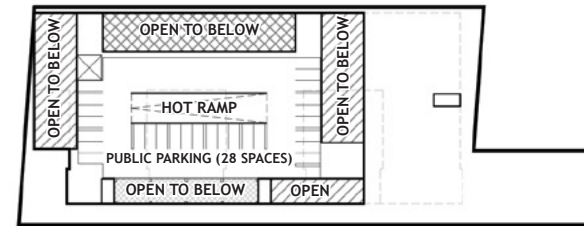
Page 299 of 440



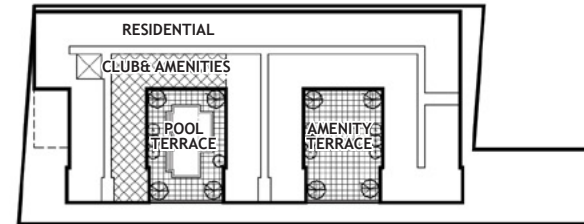
GROUND LEVEL PODIUM PARKING
24 PARKING SPACES (DEDICATED TO CITY)
4,000 SF LEASING/LOBBY
3,500 SF RETAIL
3,500 SF LAW ENFORCEMENT SUBSTATION
1,000 SF PUBLIC RESTROOMS



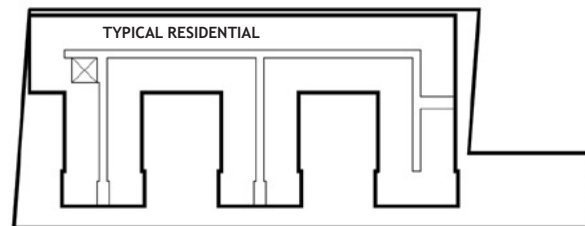
TYPICAL LEVEL PODIUM PARKING
106 RESIDENTIAL PARKING SPACES*
*48 SPACES DEDICATED TO CITY ON LEVEL 3



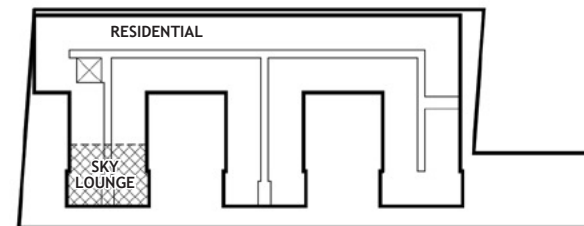
SECOND LEVEL PODIUM PARKING
28 PARKING SPACES (DEDICATED TO CITY)



TERRACE LEVEL RESIDENTIAL
5,000 SF CLUB ROOM & FITNESS
5,500 SF POOL TERRACE
5,500 SF AMENITY TERRACE



TYPICAL LEVEL RESIDENTIAL



ROOFTOP LEVEL RESIDENTIAL

CONCEPTUAL BUILDING PLANS

301 Patricia St - College Station, TX

TAB D FINANCING

PROJECT FINANCING

Capstone proposes to pay the city of College Station \$13,000,000 (\$13M) for the Property. This price assumes Capstone will be acquiring 1.57 acres. In addition to this land acquisition price, Capstone is prepared to also pay for the following public improvements:

LAND PURCHASE	\$	13,000,000
PUBLIC RESTROOMS	\$	450,000
LAW ENFORCEMENT SUBSTATION	\$	525,000
CITY PARKING - 100 SPACES	\$	3,762,512
TOTAL OFFER	\$	17,737,512

Capstone believes it is important to point out by also paying to build these public improvements above, we believe Capstone's total public investment in this project is approximately \$17.7M (proposed land acquisition price plus the \$13M land acquisition). As developer, Capstone will be responsible for securing all entitlements and project financing. Capstone views the city of College Station as our partner as well as the land seller. As such, Capstone will seek assistance from the city of College Station in a number of ways. Specifically:

1. 100 city parking spaces- Capstone proposes a 50/50 revenue share between Capstone and the city for the on-going revenue stream.
2. Law Enforcement Substation- Capstone will pay 100% of these improvements ("substation" or "premises") and will manage the construction of the substation while the residential tower, and other public improvements, are underway. Capstone's proposal assumes the city would lease the police substation for a nominal \$1.00/ per year, but that Capstone retains ownership of the substation improvements. Capstone proposes a perpetual lease in favor of the city of College Station, as long as the premises retain operation as a police substation for the on-going safety and well-being of College Station residents. If at any time the city of College Station non-longer elects to operate a substation on these premises, the city will terminate the leases and the substation will revert back to Capstone to operate the premises as desired (as long as Capstone complies with all city zoning and regulations regarding use of premises in this location).
3. Public Plaza - Branded in this proposal on page 30 as **"The Back Porch at Northgate"** - Capstone proposes improving not only this property but the adjacent property located behind the restaurants/ bars. Capstone proposes that the city allow Capstone to access any parkland fees it pays to the city associated with this redevelopment projects, to fund enhancements to the area outside of boundaries of Capstone's land acquisition.

Capstone believes in being transparent in both our development & financial metric assumptions. We share the budget below at this initial stage so the city can have a better sense of the breakdown of the hard cost/soft cost & most importantly public improvement cost. We are happy to discuss our financial metric assumptions upon request.

PATRICIA ST. DEVELOPMENT COST

COST SUMMARY

TOTAL LAND COST	\$	13,000,000
DIRECT COSTS	\$	151,221,888
PUBLIC RESTROOMS	\$	450,000
LAW ENFORCEMENT SUBSTATION	\$	525,000
CITY PARKING - 100 SPACES	\$	3,762,512
TOTAL DIRECT CONSTRUCTION COSTS	\$	155,959,400
OTHER SOFT COSTS	\$	35,778,789.47
MUNICIPAL PERMITS AND FEES	\$	3,912,000
PROPERTY TAXES DURING CONSTRUCTION	\$	1,142,968
SOFT COSTS TOTAL	\$	40,833,758
TOTAL DEVELOPMENT COSTS	\$	209,793,158
TOTAL BENEFIT* TO CITY	\$	17,737,512

**Land Proceeds, Public Restrooms, Public Parking & Substation*

PROJECT FINANCIAL CAPITALIZATION STRATEGY

Capstone has a strong-track record of capitalizing and developing diversified multi-family housing and mixed use communities from low density cottage style housing, to mid-rise to high rise projects in both the student and market rate spaces. The key factors to Capstone's success have been strong design, an acute understanding of the financial metrics required to finance projects, strategic management of the entitlement process, diligent construction execution and thoughtful lease-up and on-going property management by our in-house management division.

Because Capstone contracts to acquire land in markets where we understand the market fundamentals, we have a strong track-record of closing on sites that we put under contract. Over the past decade, Capstone has multiple projects throughout the country (see list of projects included below). Please note the local experience as there are three purpose built student projects were completed in College Station, two in San Marcos, and two in Austin TX. In addition, Capstone has closed eleven market rate projects through-out the southeastern United States in the past four years. Due to our success developing numerous student housing projects in the state of Texas, as well as many market rate multi-family projects, we are confident we can execute an equally successful new re-development in Northgate near Texas A & M.

Capstone has over 35 years of development experience, and since 2020 alone, has capitalized more than \$800 million in total development costs and nearly 3,400 units across a mix of student, senior, and multifamily communities all over the country. During that time, Capstone used a number of Senior Debt lenders, including First Horizon, Truist, Fifth Third, Synovus, Cadence Bank, Trustmark, and many others. These senior lenders provided debt between 60% to 70% LTC.

For the remaining equity portion of the capital stack, Capstone has used multiple structures, including traditional JV (waterfall) equity, mezzanine debt, and preferred equity, partnering with large publicly traded REITs, institutional equity, and boutique investment firms. Previous partners include Kayne Anderson, Harrison Street, BlueRock, Capital Solutions, Seminole Financial Services, UC Funds, and Marble Capital.

Capstone has already reached out to our long-standing equity partners to confirm their interest in providing equity for this mixed-use project in College Station. Our equity partners have expressed strong interest in this location and project overall. Capstone will continue to refine its short-list of equity providers during the entitlement, design and engineering phase of the project, prior to closing on the land. Capstone will seek senior debt and the remaining 30-40% will be funded by third-party equity. Our three Principals (John Vawter, Rob Howland, and Ben Walker) provide all the personal guarantees on our bank debt for our projects. See the reference letters on in Tab E (References).

TAB E REFERENCES

CAPSTONE COMMUNITIES PROFESSIONAL REFERENCES

1. Tom Genetti

Managing Director
Berkadia
211 W Main Street
Suite 302 Carmel, IN, 46032
Tom.genetti@berkadia.com
205-403-5545

Capstone has a long standing relationship with Tom Genetti. Tom has worked in commercial real estate lending for 35 year which includes 25 years in CRE bank lending. Currently Tom works for Berkadia where he focuses on Construction & Permanent (Fannie, Freddie, HUD) lending. Tom has worked with Capstone on numerous projects over the years and continues to be an expert in his field.

Notable Capstone Projects:

- Trilith Town Center – 263 Units – 2019
- The Junction College Station – 801 Beds - 2016

2. Leo Karpeles

Senior Vice President
Cadence Bank
2100 Third Avenue North, Suite 1100
Birmingham, AL 35203
leo.karpeles@cadencebank.com
205-327-3855

Leo is the Senior Vice president of Commercial Real Estate Banking at Cadence Bank. Leo is considered one of the premier construction lenders in the commercial real estate industry. Capstone has a long standing relationship with Leo and Cadence and is one of our strongest banking relationships.

Notable Capstone Projects:

- The Flats on University – 825 Beds - 2022
- Inspire Atlanta – 750 Beds – 2021
- The Cottages at Port St. Lucie – 286 Units – 2024

3. David Ryan

Member
Hand Arendall Harrison Sale
dryan@handfirm.com
251-928-6351 (O)

Description of Relationship: David Ryan has been Capstone's legal counsel for over 25 years. David's practice compasses a broad array of transactions, ranging from developments involving real estate to securities offerings to mergers and acquisitions. His practice can generally be grouped into the following categories: real estate; condominiums; ground leases securities; mergers and acquisitions; and professional services representations.

Through-out David's practice, he has closed and has been integrally involved in billions of dollars of transactions, and in doing so has represented developers, borrowers, lenders, equity providers, municipalities and state agencies.

4. **Timothy S. Bradley**

TSB Capital Advisors
2231 East Camelback Road
Suite 215
Phoenix, AZ 85016
610-283-1264 (M)
tbradley@tsbca.com

Tim Works with Capstone on the front end capitalization of developments as well as during a sale process. Tim's relationship with Capstone dates back to 2009. Tim Bradley is the founder of TSB Capital Advisors, a principal of TSB Realty and one of the leading experts in the student housing market. Student Housing Business magazine annually ranks Mr. Bradley among its "Industry Titans" and he's been featured in National Real Estate Investor magazine, at the Interface Student Housing Conference, and at the National Multifamily Housing Council Student Housing Conference and Expo.

Notable Capstone Projects:

- The Flats on University – 825 Beds - 2022
- Inspire Atlanta – 750 Beds - 2021
- The Legacy on Rio – 561 Beds - 2021

5. **Rusty Teeter**

Senior Pastor
Berkeley United Methodist Church
rusty@berkeleyumc.org
512-447-6633

While serving as Pastor for The Wesley Foundation of Texas, Rusty Teeter was Capstone's primary contact as the land owner of property Capstone developed as a purpose built student housing project called Inspire on 22nd, near The University of Texas (www.liveatinspiretx.com). Capstone partnered with the Wesley Foundation to re-develop their 15,000 square foot lot located at 22nd and Nueces in Austin, TX into a 440 bed, 22-story project. By structuring a 99-year ground lease rather than a fee simple purchase of the land, Capstone and The Wesley Foundation effectively became development partners. Because Wesley's mission is to provide ministry services to University of Texas students, Wesley did not want to vacate their operations at this location and relocate a considerably greater distance away from the UT campus. Their requirement in this transaction was to remain on-site. Capstone proposed a solution whereby Capstone located and leased a temporary space for Wesley's so they could continue their operations un-impacted during Capstone's 24-month construction. Capstone then re-built both administrative offices and worship space back into the newly constructed student housing tower. By agreeing to make ground-lease payments for 99 years to this non-profit religious entity, Wesley gained financial security to fund its operations long-term knowing it could remain in its location near the campus in new space funded by Capstone. The reference letter provide by Rusty Teeter on p xx of this proposal, speaks to Capstone's commitment to the projects we develop.

Notable Projects: Inspire on 22nd - 440 beds 2019



Berkeley United Methodist Church

2407 BERKELEY AVENUE
AUSTIN, TEXAS 78745

Phone: (512) 447-6633

August 9, 2024

Ms. Amanda Wallis
Ms. Angie Rawie
EVP, Development
Capstone Communities
431 Office Park Drive
Birmingham, AL 35223

Re: Capstone Communities Reference

Dear Amanda and Angie:

On behalf of the Wesley Foundation, and in my role as Executive Director (from 1998-2020 and during the 4 years of the project referenced below), I would like to offer this letter of support for Capstone Collegiate Communities. The Austin-based Wesley team worked closely with you both as well as the entire Capstone team for over 4 years as we partnered to develop a mixed-use project near The University of Texas. Wesley selected Capstone over a number of national and Austin-based student housing developers because we believed you both had the capability to develop this complicated project on our existing land of 14,000 sf in the urban environment of West Campus. Many options were presented but the financial structure allowed for the Wesley Foundation to maintain ownership of its land and receive on going ground lease payments for the next 99 years. A 2-unit condominium was created which allowed for completely separate operations on an ongoing basis for both the Wesley Foundation as well as the residential units. The design that was completed included a 22-story concrete high-rise (129 units, 439 beds), underground parking, amenity space for the residential units including a rooftop pool, as well as offices, amenities, and a worship space for the Wesley Foundation. In addition to the tight site constraints, Wesley's requirements included:

- Demolition of the existing apartment/ office improvements and replacement of Wesley's existing 3,000 sf office, ministry and meeting space;
- Construction of an additional new approx. 7,000 square feet of various office and amenity uses, ministry space, along with another 3,000 square foot worship space to be fitted-out to accommodate musical performances within the building;
- Relocation of Wesley's operations for the 24-month construction duration;

- Structuring of a 99-year ground lease to provide a long-term income stream to Wesley, as opposed to a fee-simple land sale to Capstone;
- Coordination of all interest to ensure both the Capstone and Wesley needs were fulfilled

Based on this inherently complicated site, programmatic needs that included joint-use of the building as student housing and Wesley's headquarters, and the fact that Wesley had limited financial resources to relocate and fund the build-out of our new space, the decision of selecting the development team that would be the best fit for Wesley was very important to the Wesley Board.

In retrospect now that the project is completed, Amanda Wallis demonstrated key leadership over the overall strategy and implementation of this entire project. She led the charge from beginning to end including financial structure, design, and implementation of the entire project. She put together a team of architects, engineers, general contractors, entitlement consultants, legal counsel and financial partners. Issues of restrictive covenants, underground utility challenges, market supply conditions and a tight construction/ delivery schedule have been only some of the challenges Capstone had to navigate on this project. Angie's diligent efforts to identify this opportunity as a good fit for Capstone and her perseverance to promote Capstone's ability to rise to the challenge and perform, ensured Capstone would have every opportunity to be well-received by the Wesley Board. Throughout this process, Amanda and her Capstone team communicated openly and effectively with the Wesley team, and brought-forth solutions when unforeseen challenges presented themselves. Overall, Capstone has been a collaborative and steady partner. For these reasons, I heartedly recommend Amanda Wallis and Angie Rawie along with the entire Capstone team to other religious affiliated organizations, non-profits and other groups seeking honest, creative, well-capitalized development partners in the future. We are confident that Capstone can deliver other high-quality student and market rate housing projects that will also provide supportive on-site professional management to students and professionals that may choose to reside in their residential communities.

Amanda and Angie, you offered a creative solution of the underlying financial structure, listened to all of our needs and ensured a successful implementation. Simply put, I think your stewardship of this mixed-use project from inception through lease-up was admirable. As a faith-based organization, I appreciated the way the Capstone team was open to and aware of the values and essentials of that aspect of our organization and project. They were willing to listen, plan, and make adjustments with us as we would articulate these values. If other groups may be considering partnering with you both, and the entire Capstone team, please do not hesitate to have them reach out if they would like to discuss your capabilities in more detail.

Sincerely,



Rev. Rusty Teeter,
Lead Pastor

Acacia Building Association, Inc.

A Texas Corporation

August 9, 2024

RE: Capstone Communities
431 Office Park Drive
Birmingham, AL 35223

To Whom It May Concern:

On behalf of myself, the Acacia Building Association, Inc., and Texas Acacia Fraternity this letter is to express our appreciation and commendation for the outstanding partnership between Capstone and Acacia. Acacia has a long (over 100 years) history at The University of Texas at Austin but several years ago was facing a problem common to many campus organizations across the country – namely owning and operating a property that had become too valuable and costly for its current use. The solution was a redevelopment into a shared use for related campus purposes. We believe we were very fortunate to have found Capstone, who immediately recognized the value such a redevelopment would be to all parties. As a result of this partnership, Acacia's home is now secured for almost another 100 years.

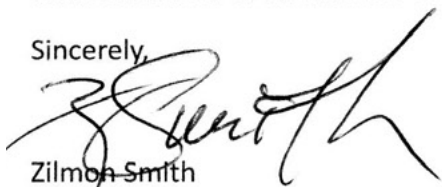
The redevelopment is a two-unit condominium building on a long-term ground lease of the land. Unit one contains student housing residential units and unit two is a student organization unit of almost 7,000 square feet which contains a library, kitchen and serving area, TV room and meeting rooms with state-of-the-art audio-visual equipment, which is owned and occupied by Acacia Fraternity. The unit is secured by a high-tech access control and camera system. The Acacia Building Association, Inc. remains the owner of the land beneath the building.

Further, the outstanding leadership provided for this project by Amanda Wallis and Angie Rawie led to successful completion even through the Covid pandemic. Exceptional communication, transparency, and inclusion of Acacia in the design and planning of the project kept everyone involved informed and engaged throughout the entire development process – a period of almost five years. The Capstone team understood Acacia's unique needs from the beginning and advocated for their vision throughout the design process. If Capstone said they would do something, they did.

We would highly recommend Amanda, Angie and the entire Capstone team for any similar project. It was our pleasure to work with them on this project and unlike what might be typical of this type arrangement, we remain in contact as friends to this day.

Please feel free to contact the writer below with any additional questions.

Sincerely,



Zilmon Smith
Project Manager for
Texas Acacia Redevelopment Project
512 636-8788
zsmithatx@gmail.com

August 15, 2024

City of College Station
1101 Texas Avenue
College Station, TX 77840

Re: College Station Redevelopment Project

Dear City of College Station:

We are pleased to provide our support to the proposed Capstone Communities ("C3") for the College Station redevelopment near Texas A & M University.

For almost fifteen years, TSB Capital Advisors has provided debt and joint venture equity consultation to Capstone Communities ("C3") for numerous development opportunities throughout the country. Capstone Communities is a leader in the student housing industry developing properties that range from cottage style projects to high-rise projects, with a strength in building a strong design and construction team when building urban in-fill projects. While the physical construction type may differ from one project to the next, the quality of development, construction and management provided by C3 is top of the market.

TSB Capital Advisors is the national leader in student housing real estate advisory services, and has offices in Phoenix, AZ (headquarters), Paoli, Pennsylvania, and Dallas, TX. Since its creation in 2009, TSB Capital Advisors has helped close more than \$65 billion in student housing and multifamily transactions.

TSB Capital Advisors has worked on multiple successful student housing financing mandates in the College Station, TX market recently, including The Rev, The Otto, and 12 North. In addition, TSB Capital Advisors was the consultant for Blackstone and Greystar on the privatizations of American Campus Communities and Education Realty Trust.

If I can answer any questions or provide any further information relative to the financing options of this project, and/or C3's ability to perform as developer of this important project for College Station, please do not hesitate to contact me at any time. I look forward to working together on this development.

Sincerely,



Timothy S. Bradley, Principal
TSB Capital Advisors, LLC



August 16, 2024

Re: College Station Redevelopment Project

Dear City of College Station,

I am writing at the request of Capstone Communities for the 301 Patricia Street development near Texas A&M University.

Capstone specializes in the development, construction and management of high-quality, off-campus student housing developments in close proximity to major colleges and universities across the country. Capstone's portfolio features 58 communities developed with more than \$1.8bn in project costs. They are a leader in the student housing industry.

Trustmark National Bank has had a relationship with Capstone since 2019. Trustmark has helped finance over \$77MM in debt with capstone among four projects with all loans and projects performing. Trustmark considers Capstone to be a top-tier client. We have found Capstone to be a professional, well-managed company with a great deal of experience with projects of various magnitudes and scope.

If I can answer any questions or provide any further information regarding Capstones' ability to perform as a developer, please do not hesitate to contact me at any time.

Thank you,

Brian R. Jones
Vice President
Commercial Real Estate
Trustmark National Bank
420 20th N, Suite 2000
Birmingham, AL 35203
(o) 205-995-4611 (c) 205-368-9683
Brian_Jones@trustmark.com



August 15, 2024

Re: College Station Redevelopment Project

Dear City of College Station,

I am writing at the request of Capstone Communities for the 301 Patricia Street development near Texas A&M University.

Capstone specializes in the development, construction and management of high-quality, off-campus student housing developments in close proximity to major colleges and universities across the country. Capstone's portfolio features 58 communities developed with more than \$1.8 billion in project costs.

Cadence has had a relationship with Capstone since 2015. Cadence has helped finance over \$300 million in debt with Capstone among 7 projects with all loans and projects performing as agreed. We have found Capstone to be a professional, well-managed company with a great deal of experience with projects of various magnitudes and scope.

If I can answer any questions or provide any further information regarding Capstones' ability to perform as a developer, please do not hesitate to contact me at any time.

Sincerely,

Leo Karpeles

Senior Vice President, Commercial Real Estate Banking

Cadence Bank

2100 Third Avenue North, Suite 1100

Birmingham, AL 35203

O. 205-327-3855

C. 205-381-8009



Seminole Financial Services, LLC
455 N. Indian Rocks Road
Belleair Bluffs, FL 33770
727-331-8444

August 19, 2024

Re: College Station Development Project

Dear City of College Station,

I am writing at the request of Capstone Communities for the 301 Patricia Street development near Texas A&M University.

Capstone specializes in the development, construction and management of high-quality, off-campus student housing developments in close proximity to major colleges and universities across the country. Capstone's portfolio features 58 communities developed with more than \$1.8 billion in project costs.

Seminole Financial Services has had a relationship with Capstone since the mid-1990s. Over the nearly 30 year relationship between the two firms Seminole has provided capital for dozens of projects involving Capstone.

If I can answer any questions or provide further information regarding Capstone's ability to perform as a developer, please do not hesitate to contact me at any time at TFetter@SeminoleFS.com or 1-727-331-8442.

Sincerely,

Timothy S. Fetter
Co-CEO

August 21, 2024

Re: College Station Development Project

Dear City of College Station,

I am writing at the request of Capstone Communities for the 301 Patricia Street development near Texas A&M University.

Capstone specializes in the development, construction and management of high-quality, off-campus student housing developments in close proximity to major colleges and universities across the country. Capstone's portfolio features 58 communities developed with more than \$1.8 billion in project costs.

Marble Capital has had a relationship with Capstone since 2020. Since that time Marble has worked with Capstone on 3 projects and provided nearly 50 million dollars in equity. Capstone and Marble continue to work together on their current projects as well as reviewing potential future opportunities.

Additionally, I am a former student (class of 2013) and take great pride in our university, so I would only support a group like Capstone when it comes to building housing for future aggies to come.

If I can answer any questions or provide any further information regarding Capstones' ability to perform as a developer, please do not hesitate to contact me at any time.

Sincerely,



Carson McDaniel

President of Marble Capital

August 21, 2024

Re: College Station Development Project

Dear City of College Station,

I am writing at the request of Capstone Communities for the 301 Patricia Street development near Texas A&M University.

Capstone specializes in the development, construction and management of high-quality, off-campus student housing developments in close proximity to major colleges and universities across the country. Capstone's portfolio features 58 communities developed with more than \$1.8 billion in project costs.

Marble Capital has had a relationship with Capstone since 2020. Since that time Marble has worked with Capstone on three projects and provided nearly \$50 million dollars in equity. Capstone and Marble Capital continue to work together on their current projects as well as reviewing potential future opportunities.

Additionally, I am a former student (Class of 2013) and take great pride in our university, so I would only support a group like Capstone when it comes to building housing for future aggies to come.

If I can answer any questions or provide any further information regarding Capstones' ability to perform as a developer, please do not hesitate to contact me at any time.

Sincerely,



Carson McDaniel
President
Marble Capital, LP
713-814-4999
cmcdaniel@marblecapitallp.com

TAB F COMPLETED CERTIFICATIONS



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

City of College Station
1101 Texas Ave * College Station, TX 77840 * (979) 764-3555
www.cstx.gov

ADDENDUM NO. #1
RFP NO. #20-073

Date: July 23, 2024

To: All Interested Parties

From: Brandi Whittenton, Buyer II

Re: **RFP (Bid) 20-073 Real Property Sealed Bids for the Purchase and Redevelopment of a Portion or All of 301 Patricia Street**

The following information related to Request for Proposal No. #24-073 is hereby made a part of the RFP Documents for the above referenced project as fully and as completely as though the same were included therein.

Vendor Question and Answer

1. Could you please provide the survey for both Tract 1 & 2 at 301 Patricia Street. A pdf or dwg file would be acceptable. The file that was included within the RFP was compressed and descaled.

Answer: Parking Exhibit with One Acre lot attached to this addendum.

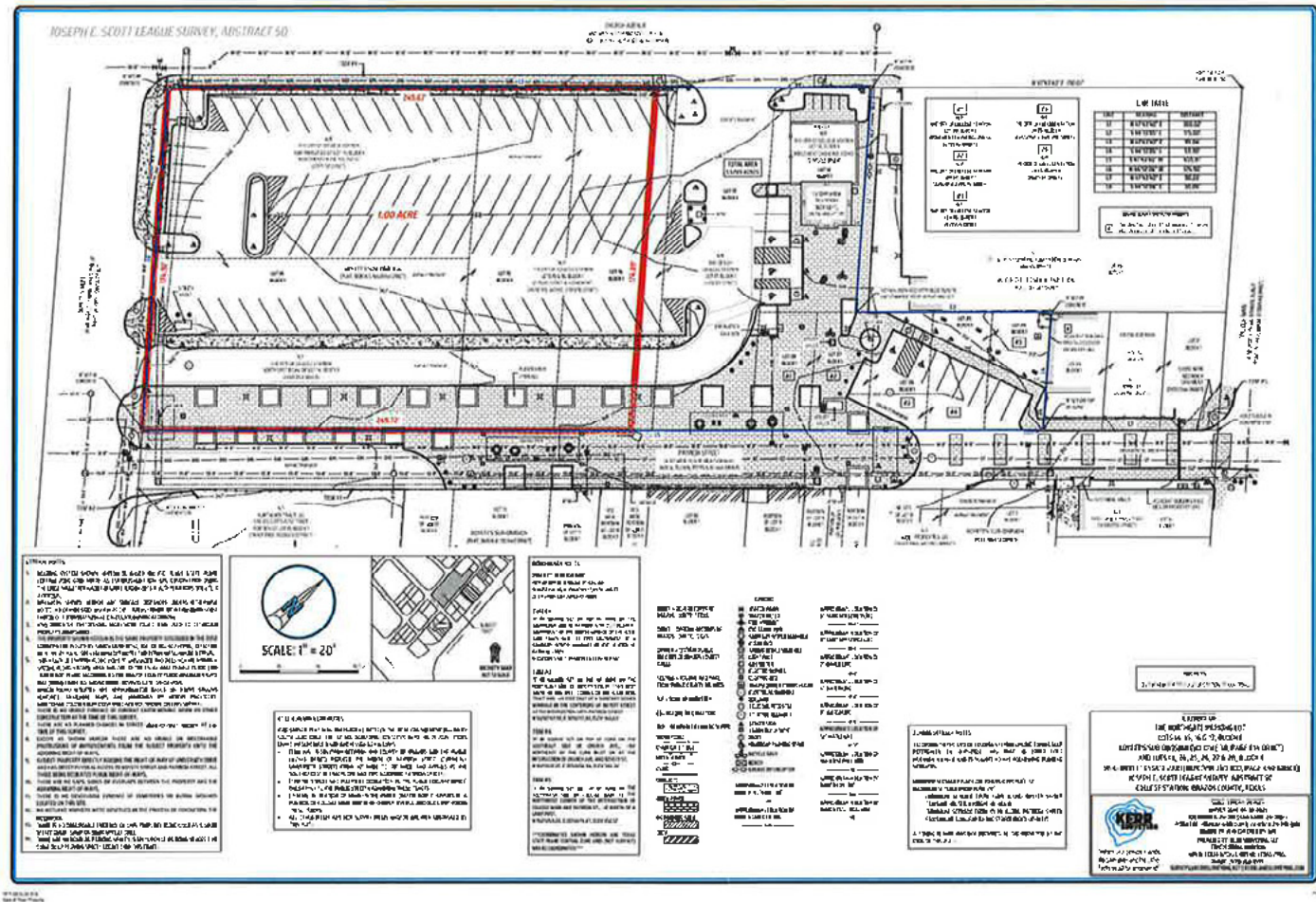
Please acknowledge receipt of this addendum with signature and date and return with completed proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of this Addendum No. #24-073 is hereby acknowledged

Authorized Signature

Capstone Communities
Company Name

8/14/24
Date





CITY OF COLLEGE STATION

Home of Texas A&M University®

City of College Station
1101 Texas Ave * College Station, TX 77840 * (979) 764-3555
www.cstx.gov

ADDENDUM NO. 2 **RFP NO. 20-073**

Date: 8/13/2024

To: All Interested Parties

From: Alan Degelman, Buyer II

Re: **RFP (Bid) 20-073 Real Property Sealed Bids for the Purchase and Redevelopment of a Portion or All of 301 Patricia Street**

The following information related to Request for Proposal No. 24-073 is hereby made a part of the RFP Documents for the above referenced project as fully and as completely as though the same were included therein.

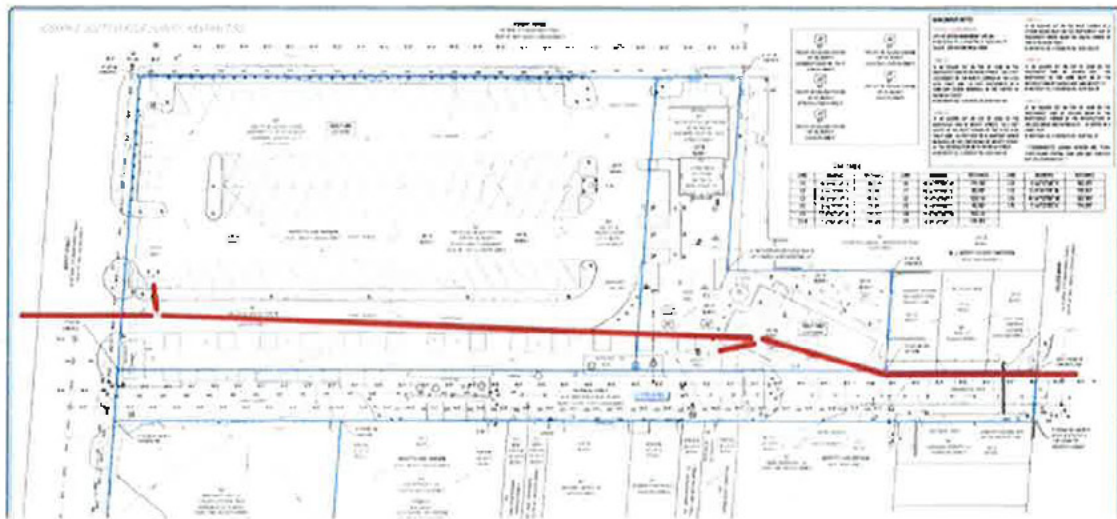
Vendor Question and Answer

1. **Question:** Will the City please advise what planned utility easements will be required of this developer to dedicate with the redevelopment?

Answer: Unless rerouted off of the Property, utility easements would be needed for all utilities located on the Property that are servicing other properties, including the Remaining Property, if not part of the proposed development. Additional easements may be needed for the specific development that is proposed, however, those would not be known until the development is proposed.

2. **Question:** Can the City provide the location of the electrical underground transmission line that will be required to be rerouted for the project? It does NOT appear to be shown on the survey that you provided. Can it even be rerouted on adjacent streets outside of this area? If it is possible to re-route, pls provide approximate pricing/budgeting for this.

Answer: The approximate location of the existing distribution line (not transmission line) is indicated on the map below.



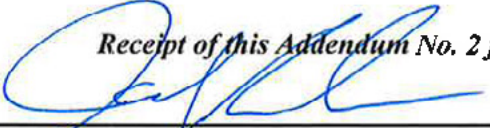
Rerouting is possible but no official plans or costs have been determined as it would be development specific. All activities and costs to reroute the distribution line would be the responsibility of the respondent.

3. **Question:** A retail component is required in NG-1. Can / Will the Police Substation count as the retail tenant?

Answer: A retail component is not required in NG-1.

Per Section 5.8.B.2.a.1 – Buildings with frontage on Church Avenue, University Drive, College Main, Boyett Street from University Drive to Church Avenue, and Nagle Street from University Drive to Church Avenue shall not have parking, fraternal lodge, or residential uses on the ground floor. These uses shall be allowed on the ground floor if they are completely located behind a commercial use that meets all other requirements of this UDO. The police substation is considered a government facility and would be allowed on the ground floor.

Please acknowledge receipt of this addendum with signature and date and return with completed proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of this Addendum No. 2 for 24-073 is hereby acknowledged,


Authorized Signature
Capstone Communities

Company Name
8/14/24

Date

CERTIFICATION OF BID

The undersigned affirms that they are duly authorized to execute this Real Estate Contract, that this bid has not been prepared in collusion with any other bidder, and that the contents of this bid have not been communicated to any other bidder before the official opening of this bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Real Estate Contract, unless an alternative contract is negotiated.

Signed By: Amanda Wallis Title: EVP

Typed Name: Amanda Wallis Company Name: Capstone Collegiate Communities

Phone No.: 205-612-1107 Fax No.: _____

Email: AWallis@capstonemail.com

Bid Address: _____
P.O. Box or Street City State Zip

Order Address: _____
P.O. Box or Street City State Zip

Remit Address: 431 Office Park Drive Birmingham AL 35223
P.O. Box or Street City State Zip

Federal Tax ID No.: 45-3600200

DUNS No.: _____

Date: 8/14/2024

END OF BID # 24-073

TAB G CONCLUSION



CONCLUSION



Capstone's redevelopment plan starts with one goal: to design a mixed-use community where people actually want to spend time. We believe this is the essence of place-making. We believe that designing a project which will further enhance the Northgate neighborhood requires a few key elements: a diversity of uses, an emphasis on walkability, the inclusion of ground floor neighborhood retail, and building safe, comfortable and inspiring public spaces which encourages residents to linger a bit.

Our team believes our proposal will best meet the city's goals by not only providing a world-class residential tower to house the greater College Station community, but it will enhance the Northgate area as the premier residential community in College Station. Furthermore, Capstone's proposed public benefits and amenities will be provided at no cost to the city and its tax-payers. We believe our Proposal is a win-win proposition for College Station and we hope to be afforded the opportunity to partner with the city to redevelop the Patricia Street site into a vibrant mixed-use community for College Station.

TAB H APPENDIX

CAPSTONE
COLLEGIATE
COMMUNITIES,
LLC

CAPSTONE COLLEGIATE COMMUNITIES, LLC

INSPIRE
ON 22ND
AUSTIN, TX

Delivery Date
August 2019

Size of Project
129 Units | 439 Beds

Construction Type
Concrete with subterranean
concrete parking garages

Financial Structure
Conventional Debt & Equity

Architect
Rhode Partners

General Contractor
HOAR Construction

Developer
Capstone Collegiate
Communities, LLC



Inspire on 22nd is a high-density, mixed use development that will sit on an approximately 14,000 square foot of land in a walk-to-campus site just two tenths of a mile from The University of Texas in Austin, Texas. Inspire has 129 units and 439 beds in an 18 story tower at the corner of W 22nd Street and Nueces Street in the desired West Campus area of Austin.

Inspire on 22nd includes the student housing component as well as office, recreation, and worship space for The Wesley Foundation. Parking is comprised of four levels of subterranean parking and service both components of the development. The parking is a mix of traditional spaces, compact spaces and Car-to-Go spaces with dedicated spaces for The Wesley Foundation. Amenity spaces include the clubhouse on the second floor and a rooftop amenity space that features a resort style spa and pool and many other amenities.

Rhode Partners, a local firm in Austin, served as the architect and HOAR Construction was the general contractor via a design build contract. HOAR is headquartered in Birmingham, Alabama although their local Austin office led the construction efforts. Construction began in the Summer of 2017 completed delivery in August 2019. The building displays a sleek and modern exterior with metal panels and EIFS skin.

Inspire is highly amenitized. The clubhouse is the hub of activity allowing everyone to live, play, and relax together. A fully equipped study room, fitness facility, dog park and resort style pool are just a few of the amenities.

LEGACY ON RIO

AUSTIN, TX

Delivery Date
August 2021

Size of Project
146 Units | 558 Beds

Construction Type
Concrete

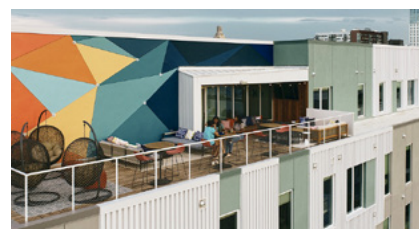
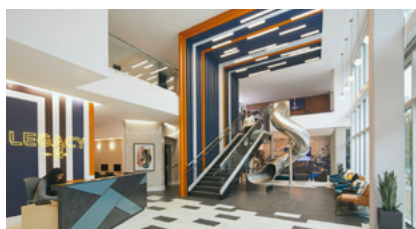
Financial Structure
Conventional Debt & Equity

Architect
Rhode Partners

General Contractor
Oden Hughes and Taylor

Developer
Capstone Collegiate Communities, LLC

CAPSTONE COLLEGIATE COMMUNITIES, LLC



Legacy on Rio is a medium-density development that will sit on an approximately 37,361 square feet of assembled land in a walk-to-campus site just three-tenths of a mile from The University of Texas in Austin, Texas ("UT"). Legacy on Rio will have 146 units and 558 beds in a seven-story tower between Salado and Rio Grande Streets just north of 26th Street in the desired West Campus area of Austin.

This development will include the student housing component as well as office and recreation space for the Acacia Fraternity at UT. The Acacia Fraternity space will be a location for studying, gathering, and supporting the alumni and future fraternity members. Included in the program are spaces for meeting in large and small groups with a catering kitchen for larger events on the ground floor. The Acacia Fraternity and Capstone creatively agreed to a 99-year ground lease with Acaia as the owner and Capstone as the lessee. Under this structure, Acaia's need for space was met while also providing a steady stream of income for years to come.

Parking will be comprised of two levels of subterranean parking while servicing both components of the development. The parking will be a mix of traditional spaces, compact spaces and car-sharing spaces with dedicated spots for the Acacia Fraternity. Amenity spaces will include a multi-functional courtyard space and a clubhouse on the ground floor.

Ultimately, the site amenities and proximity to campus are what will truly set Legacy on Rio apart. The clubhouse will have a number of luxury amenities including a state-of-the-art fitness center, entertainment area with big-screen TVs, plus private and group study areas with access to a computer and printer lab. The clubhouse and additional active amenity areas will allow everyone to live, play, study, and relax together in the best amenity package the Austin market has to offer.

Capstone is once again contracted with Rhode Partners as the architect, who was also the architect on Capstone's Inspire on 22nd development set to deliver in Fall of 2019. Capstone partnered with Oden Hughes Taylor Construction as the General Contractor for Legacy on Rio who has ample experience in the state of Texas. Construction of Legacy on Rio began at the end of 2019 and completed in August of 2021.



CAPSTONE COLLEGIATE COMMUNITIES, LLC

INSPIRE ATLANTA ATLANTA, GA

Delivery Date
2021

Size of Project
239 Units | 750 Beds

Construction Type
Concrete

Financial Structure
Conventional Debt & Equity

Architect
Niles Bolton Associates

General Contractor
HOAR Construction

Developer
Capstone Collegiate
Communities, LLC



Inspire Atlanta is a high-density, student housing development that will sit on 2.5 acres of land in a walk-to-campus site across the street from The Georgia Institute of Technology ("Georgia Tech") in Atlanta, GA. Inspire Atlanta has 239 units and 750 beds in a connected two-building structure (7-story midrise and 12-story tower) at the corner of North Avenue and Centennial Park Drive in Midtown Atlanta.

There have been several purpose-built student housing communities built near Georgia Tech over the last 5 years; however, Inspire Atlanta will be directly across the street from Bobby-Dodd stadium and within easy walking distance to campus. Panoramic views of the Atlanta's skyline and Georgia Tech's football stadium from the deck and upper floors only add to the allure of this property.

All on-site parking is incorporated in a five-story parking garage attached to the left side of the tower. Inspire provides 276 spaces which equates to a 37% parking ratio.

Inspire Atlanta is highly amenitized. The clubhouse, rooftop pool and additional active amenity area on the 12th floor provides residents to live, play, study and relax together in the best student housing amenity package the Atlanta market has to offer. Luxury amenities include a state-of-the-art fitness center, entertainment area, plus private and group study areas with access to a computer and printer lab.

Niles Bolton Associates, a local firm in Atlanta, served as the architect and HOAR Construction served as the general contractor via a design build contract. HOAR is headquartered in Birmingham, Alabama. Construction began in the Summer of 2019 and delivered in August of 2021.



CAPSTONE COLLEGIATE COMMUNITIES, LLC

LOFTS OF
FLAGSTAFF
FLAGSTAFF, AZ

Completion Date
August 2017

Size of Project
Total: 232 Units; 814 Beds

Construction Type
Wood frame
Concrete parking garage

Financial Structure
Conventional debt & equity

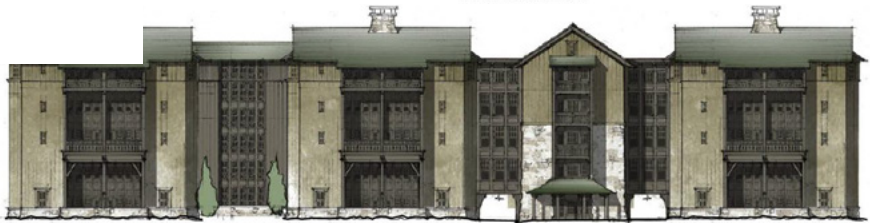
Architect
Dungan Nequette

General Contractor
UEB

Developer
Capstone Collegiate
Communities, LLC



ELEVATION B



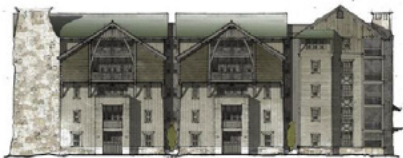
The Lofts of Flagstaff sits on a 6 acre walk-to-campus site about 3 tenths of a mile from Northern Arizona University's campus in Flagstaff, Arizona. The Lofts have 231 units and 814 beds. It embodies the best in Traditional Neighborhood Development design and exemplifies the principles of the New Urbanism concept that so many communities are striving to achieve.

The goal of The Lofts is to create not just more residential housing but a thriving neighborhood. The first floor along Forest Meadows Street has approximately 12,000 sqft of complementary retail that will enhance the living experience of the residents. Adjacent to the retail is the clubhouse of approximately 7,000 sqft with a fitness facility, study rooms, lounge areas, tanning salon, resort style spa and pool and many other amenities. The clubhouse is set to be the hub of activity, allowing everyone to live, play, and relax together. Surface parking in addition to a 760 space parking garage provides a one-to-one parking ratio for the residents as well as sufficient parking for the retail.

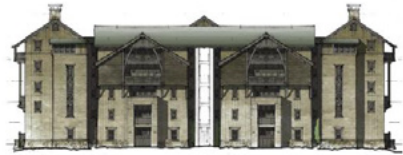
The garage is almost fully wrapped with residential and retail buildings on three sides and decorative perforated metal panel system that allows for natural ventilation while giving aesthetic interest on the fourth side.

Connectivity within the development is also one of the keys to creating the sense of community. The Lofts of Flagstaff connects Forest Meadows and West McConnell Drive allowing for easier pedestrian and bike access to campus.

The Lofts project hosts carefully designed parks and civic spaces that will serve as gathering places for the residents and the community. Each civic space has been carefully designed to create a "sense of place." The types of open spaces range from a natural park at the western edge of the development, to a civic space along Forest Meadows, to small pocket parks scattered throughout the community with fire pits and grills.



ELEVATION E



ELEVATION J

CAPSTONE COLLEGIATE COMMUNITIES, LLC

HANNAH LOFTS EAST LANSING, MI

Completion Date

August 2014 – Phase I

Size of Project

Total: 282 Units; 702 Beds

Construction Type

Wood frame
Concrete one story parking garage

Financial Structure

Conventional debt & equity

Architect

Dungan Nequette

General Contractor

Wolverine Building Group

Developer

Capstone Collegiate Communities, LLC



The goal of the Lofts is to create not just more residential housing but a thriving neighborhood. The first floor along Esoteric Way is approximately 7,500 sqft of retail which has become the hub of activity, allowing everyone to live, play, and relax together. Adjacent to the retail and facing Hannah Boulevard resides the clubhouse of approximately 5,000 sqft with a fitness facility, tanning salon and a resort style spa and pool. A bus stop at the corner of Esoteric Way and Hannah Boulevard easily allows for connection to MSU and East Lansing. Connectivity within the development is also one of the keys to creating the sense of community. The Lofts further connect the pedestrian walkways within Hannah Farms allowing for easier access throughout the entire Hannah Farms development. The Lofts also provide approximately 300 bicycle parking spaces. The Lofts currently host carefully designed parks and civic spaces that will serve as gathering places for the residents and the community. Each civic space has been carefully designed to create a "sense of place." The types of civic spaces range from a one acre natural park at the northern edge of the development, to a large civic square with fountain at the corner of Esoteric Way and Eyde Parkway, to small pocket parks scattered throughout. The development also provides two unit types not yet developed in Hannah Farms: townhouses and apartments served with an internal hallway. Residents will find the Lofts are designed to feel warm and inviting, typically using a mixture of faux wood floors in the living room and kitchen, ceramic tile in the baths, and plush carpet flooring for bedrooms. Residents enjoy the gourmet kitchens equipped with decorator cabinetry, stainless range, dishwasher, disposal, microhood, and refrigerator. The separate laundry areas include a full size washer and dryer. All appurtenances, including door knobs and lighting are satin nickel, adding charm to the interior design.



CAPSTONE COLLEGIATE COMMUNITIES, LLC

NORTHPOINT CROSSING COLLEGE STATION, TX

Completion Date

August 2014 – Phase I
August 2015 – Phase II

Size of Project

Phase I: 307 Units; 928 Beds
Phase II: 308 Units; 914 Beds

Construction Type

Wood frame over podium
Concrete parking garages

Financial Structure

Conventional debt & equity

Architect

Humphreys & Partners
Architects

General Contractor

Construction Enterprises, Inc.

Developer

Capstone Collegiate
Communities, LLC



Capstone, in partnership with Woodridge Capital Partners out of Los Angeles, California, completed the student housing development Northpoint Crossing in 2015, a high-density, mixed-used project that includes student housing, a variety of retail tenants and structured parking. Capstone served as developer while Woodridge is the owner. Northpoint Crossing sits on an 11.2 acre site at the gateway to Texas A&M University at Texas Avenue and University Drive, essentially the corner of "Main and Main."

The site plan is designed in such a way to create a true sense of place. The interior streets are tree-lined with sidewalks on both sides and on-street parallel parking spots along with bike racks and a bike path throughout the development. Balconies on the units allow residents to overlook the streets below. The retail shops serve the student residents as well as draw others to the site. The structured parking garages is wrapped with housing and retail so that they essentially disappear. Collectively, these components will create 24 hour activity and vibrancy.

The student housing component, positioned in 5 mid-rise buildings, consists of 615 units containing 1,842 beds that will be delivered in two phases over a two year period – the first phase delivered in August 2014 and the second phase will deliver in August 2015. The unit mix is comprised of one, two, three and four bedroom units. There is bed and bath parity in every unit and the units are fully-furnished.

Northpoint Crossing boasts a plethora of the best amenities available for students, including a 24 hour clubhouse, fitness center, business center, two pools, bike path, and green spaces.

The housing sits over 55,000 SF of retail spread throughout the various buildings on site. The tenant mix typically includes restaurants, soft goods, services, specialty stores and a grocery.

Three parking garages will serve the residential and retail tenants in addition to surface parking.



Architect

**NILES BOLTON
ASSOCIATES**

NILES BOLTON ASSOCIATES

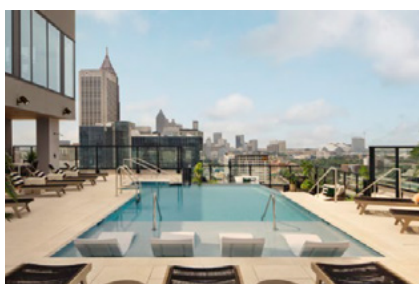
HIGHER EDUCATION QUICK FACTS

Ranked as the #1 student housing design firm by Building Design + Construction magazine for 2022 and 2023

Designed approx. 56,000 beds of off-campus housing nationwide

Named Top 32 design firm in the U.S. by Building Design + Construction for 2023

Currently active in 30 states and the District of Columbia



FIRM PROFILE

Niles Bolton Associates (NBA) is a 140-person firm providing architecture, interior design, landscape architecture, and urban planning services. Founded in 1975, NBA has completed projects in 49 states and 16 countries. With offices in Atlanta, Georgia and Alexandria, Virginia, NBA was named a Top 32 design firm in the U.S. by Building Design & Construction in 2023. Our major markets include higher education, multifamily residential, retail, corporate, and hospitality.

Our growth has been due, in large part, to an ability to understand clients' needs and to design projects meeting their requirements. For Niles Bolton Associates, success is measured not only with design awards, but by our ability to design an appropriate response to program and budget requirements, by acceptance in the market served, and by the ongoing financial reward for our clients. Throughout our 49 year history we have developed a strong sense of regionalism in our design methodology.

RESIDENTIAL DESIGN

With extensive experience encompassing everything from single family homes to luxury high rise developments, Niles Bolton Associates brings to our clients a remarkable understanding of the planning, design, market and construction issues specific to residential design. As one of the nation's leading multi-family housing design firms, we have designed more than 750,000 dwelling units in a variety of housing types. Our multi-family housing projects throughout the United States and abroad give us an international design perspective and enable us to respond in the appropriate regional architectural vernacular. NBA enjoys national, regional, and local recognition with design awards in areas such as best attached home, best apartment community, distinguished design, outstanding development, and best landscape design. Our multidisciplinary practice provides us with the ability to develop design solutions that address the total project from initial concept to final finishes.

SELECT DEVELOPER CLIENTS

American Campus Communities	Jefferson Apartment Group
AvalonBay Communities	JLB Partners
Balfour Beatty Communities	Kassinger Development Group
Bozzuto & Associates	Landmark Properties
Buccini/Pollin Group	LIV Development
CA Ventures	LV Collective
Camden Development, Inc.	Kaplan Residential
Capstone Collegiate Communities	Novare Goup
Core Spaces	O'Neill Properties
Cortland	Peak Campus Development RangeWater
Crescent Communities	Real Estate
The Dinerstein Companies	RISE Development, LLC
Gables Residential	The Goldenberg Group
Grayco Partners, LLC	Third & Urban
Greystar	TPA Residential
Grubb Properties	Trammell Crow Residential
Highpoint Residential	Trinitas Ventures
Hines	Willow Bridge Property Co.

NILES BOLTON ASSOCIATES



MOHAMED MOHSEN,
AIA, LEED AP
Principal

EDUCATION

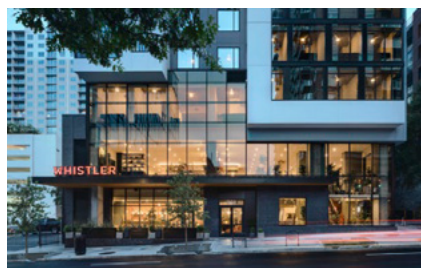
Master of Architecture;
Georgia Institute of Technology
Bachelor of Science, Architecture;
Helwan University, Cairo, Egypt

QUALIFICATIONS

22 years of architecture experience
Joined NBA in 2002
Registered Architect in Georgia,
California, Connecticut, Louisiana,
Maryland, Missouri, New Jersey,
Oregon, Rhode Island and
Washington
LEED Accredited Professional

ASSOCIATIONS

NCARB certified
Urban Land Institute (ULI)
ULI Atlanta Center for Leadership
American Institute of Architects
United States Green Building Council



Whistler
Atlanta, Georgia

Mohamed possesses a highly-developed eye for design, a strong technical background, and a solid understanding of the economics of real estate development. With 20+ years of professional experience and a diverse project portfolio, Mohamed has extensive expertise in the off-campus student housing, educational, institutional, mixed-use and hospitality markets. Together, these strengths allow him to provide the leadership and critical thinking that have yielded international recognition and numerous prestigious awards including the Urban Land Institute (ULI)-Atlanta Development of Excellence Award. Mohamed is an alumnus of ULI Atlanta's 2015 Center for Leadership class and frequently serves as a panelist at national student housing events.

RELEVANT PROJECTS:

Multifamily / Mixed-Use / Off-Campus Student Housing

Whistler, LV Collective, Atlanta, GA
The Flats on University, Capstone Collegiate Communities, Fairfax, VA
340 East Paces Ferry, CA Ventures, Atlanta, GA
Here Reno, CA Ventures, Reno, NV
Here Tuscaloosa, CA Ventures, Tuscaloosa, AL
Identity Phase I, CA Ventures, Berkeley, CA
Identity Phase II, CA Ventures, Berkeley, CA
Inspire, CA Ventures, Atlanta, GA
Rise on West Campus, CA Ventures, Austin, TX
Uncommon Auburn, CA Ventures, Auburn, AL
One12 Courtland, RISE Real Estate Company, Atlanta, GA
Lodges at West Edge, Peak Campus Development, Durham, NH
The Mark at Athens, Landmark Properties, Athens, GA
The Mark Phase II, Landmark Properties, Athens, GA
The Retreat at Orlando, Landmark Properties, Orlando, FL
The Retreat at Raleigh, Landmark Properties, Raleigh, NC
The Retreat at San Marcos, Landmark Properties, San Marcos, TX
The Retreat at State College, Landmark Properties, State College, PA
The Retreat at Tucson, Landmark Properties, Tucson, AZ
The Retreat at Tallahassee, Landmark Properties, Tallahassee, FL
The Standard at Atlanta, Landmark Properties, Atlanta, GA
The Vista Starkville, IMS Development, Starkville, MS

Education & Institutional

Browns Bridge Community Church, Cumming, GA
The Home Depot - Little Apron Academy, Smyrna, GA
The Howard School, Atlanta, GA
Virginia Commonwealth University, West Grace Student Housing, Richmond, VA
West Ridge Church, Paulding County, GA

Transit

Albany Multi-modal Transit Center, Albany, GA
Triangle Transit Authority Raleigh / Durham Metro Area, NC

NILES BOLTON ASSOCIATES



APRIL JOHNSON, RA
Associate Principal

EDUCATION

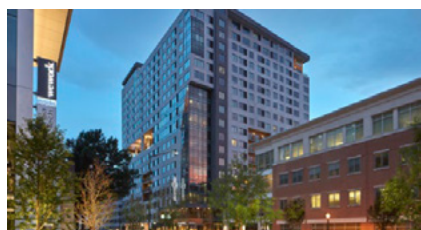
Bachelor of Science, Architecture;
Georgia Institute of Technology
Masters of Architecture;
Georgia Institute of Technology

QUALIFICATIONS

13 years of architecture experience
Joined NBA in 2011
Registered Architect in Georgia

ASSOCIATIONS

Urban Land Institute (ULI)
ULI Center for Leadership, Class of
2021



The Standard at Atlanta
Atlanta, Georgia



Identity
Berkeley, California

Being flexible allows April to jump in and help whenever there is a need, a valuable trait given the size and diversity of NBA projects. She's a stickler for following through, ensuring questions and problems get answers and solutions that keep projects moving and clients satisfied. Communication, adaptability and superb execution are April's calling cards. She has the ability to bring clarity to ideas, both verbally and visually through design drawings. As an Associate Principal, April's responsibilities will include close involvement from the Pre-Design and Programming Phase through Construction Administration as she assists the Principal-in-Charge with all day-to-day activities. April is also part of ULI Atlanta's 2020-2021 Center for Leadership class.

RELEVANT PROJECTS:

The Standard at Atlanta Atlanta, Georgia

19-story high-rise serving the undergraduate and graduate student population located in the SPI-16 Transit Area of Midtown Atlanta. Includes 280 furnished residential units with 765 beds in a mix of studio, 1, 2, 3, 4 and 5-bedroom units. Program includes 9,600 sf of commercial space and high-end amenities.

Uncommon Auburn Auburn, Alabama

Off-campus student housing for Auburn University. 314,620 gsf with 221 units and 610 beds in one-, two-, three-, four- and five-bedroom unit mix. 14,085 sf of residential amenities include: 8,383 sf of retail on ground level. Outdoor amenities include: passive courtyard and pool deck. Podium parking with 710 spaces.

Inspire Atlanta, Georgia

3.5-acre site with 239 units and 750 beds for Georgia Tech students. Amenities include: resident amenity lounge, study pods, clubhouse, fitness center and sky lounge. Podium parking with 280 spaces.

Identity Berkeley, California

Student housing for University of California completed in 2 phases. Phase 1 includes 474 beds and 135 units with amenities such as 8,322 sf of lobby, leasing office, fitness, lounge and study rooms and 10,665 sf of outdoor amenities. Phase 2 includes 246 beds and 69 units with amenities such as 2,538 sf of lobby and lounge and 4,554 sf of outdoor amenities.

Whistler Athens, Georgia

Off-campus student housing in Midtown Atlanta. The 25-story mixed-use tower offers 565 beds and 168 units. The 284,839 sf development includes a rooftop pool with panoramic views, 1,720 sf retail and 25 parking spaces.

Rambler Athens, Georgia

798-beds of off-campus student housing in Midtown Atlanta. The 446,999 gsf, 20-story mixed-use tower offers almost 3,000 sf of retail and 20,000 sf of amenities with 125 spaces of podium parking.



GRANT ROBINSON,
RA

Sr. Project Manager

EDUCATION

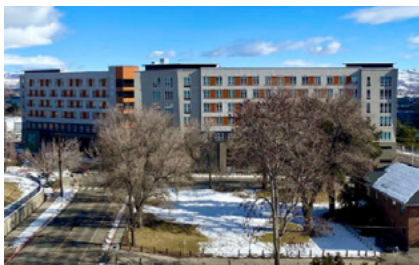
Bachelor of Architecture;
University of Tennessee

QUALIFICATIONS

18 years architecture experience
Joined NBA in 2012
Registered Architecture in Georgia



Identity
Berkeley, California



Here Reno
Reno, Nevada

NILES BOLTON ASSOCIATES

With technical skill and a detail-oriented mind, Grant is careful to address aspects of designs that have value to clients and the public who will live in and interact with their projects. Regardless of budget, he presents design solutions that use clients' resources well and are consistent with their goals. Grant has 18 years of experience in a wide range of design and construction types, having contributed to large-scale, mixed-use and multifamily developments, as well as education, corporate office and performing arts projects. No matter the type, he approaches every undertaking with a clarity of thought and understanding of what clients value, which enables him to provide deliverables in an efficient manner and complete projects even on tight schedules.

RELEVANT PROJECTS:

Meeting Street Apartments
Charleston, South Carolina

Planning, design and local approvals for a 122-unit, 192,582-gsf multifamily community. 4,067 sf of amenity space includes the leasing office, lobby, pool, club room, fitness center and game/meeting room. 7,883 sf retail/office anchors the ground level.

Rise on West Campus
Austin, Texas

Mixed-use, off-campus housing for the University of Texas at Austin students. The 24 story tower features 304 apartment units and 204 spaces of podium parking in 484,310 gsf. 14,635 sf of amenities include a roof-top pool and adjacent skylounge.

Uncommon Auburn
Auburn, Alabama

Off-campus student housing for Auburn University. 314,620 gsf with 221 units and 610 beds in one-, two-, three-, four- and five-bedroom unit mix. 14,085 sf of indoor residential amenities include: 8,383 sf of retail on ground level. 18,816 sf of outdoor amenities include: passive courtyard and pool deck. Podium parking with 710 spaces.

Here Reno
Reno, Nevada

Off-campus housing for the University of Nevada with 182 units and 636 beds in 375,022 gsf. Amenities include leasing/lobby, clubroom, courtyard with grilling station fitness center and yoga studio.

Identity
Berkeley, California

Student housing for University of California completed in 2 phases. Phase 1 includes 474 beds and 135 units with amenities such as 8,322 sf of lobby, leasing office, fitness, lounge and study rooms and 10,665 sf of outdoor amenities. Phase 2 includes 246 beds and 69 units with amenities such as 2,538 sf of lobby and lounge and 4,554 sf of outdoor amenities.

Millennium Music Row
Nashville, Tennessee

1.35-acre mixed-use site in the heart of Nashville that includes 186,023 rentable sf, 230 units in studio, 1 and 2-bedroom configurations and 9 street-level loft units. Amenities include: 13,973 sf of amenity space with 1,000 sf of retail, leasing/lobby, bike shop, 2 elevated courtyards, fitness center, resort-style pool and rooftop lounge/terrace.

NILES BOLTON ASSOCIATES



**JENNIFER
HAMILTON, RA**
Project Manager

EDUCATION

Bachelor of Architecture; Southern Polytechnic State University

QUALIFICATIONS

10 years of architecture experience
Joined NBA in 2015
Registered Architect in Georgia



The Flats on University
Fairfax, Virginia



Rambler
Athens, Georgia

Jennifer has a firm grasp of all the elements that can affect a project from design through construction, whether it's tight deadlines, budgetary constraints, material fabrication or mid-course changes. As a mentor, she works equally hard to make sure new colleagues adjust to the team, sharing her expertise in CA, constructibility, and detailing. Her primary focus is on student-oriented, off-campus apartments and includes projects in Nevada, Mississippi, Georgia, Pennsylvania, Texas, Florida, and Virginia. She also played a major role in the multi-award winning The Standard of Atlanta.

RELEVANT PROJECTS:

The Flats on University Fairfax, Virginia

Student housing for George Mason University with 267 units and 825 beds. Type IIA parking structure with 686 spaces and surface parking with 57 spaces. Amenities include: leasing office, study areas, clubroom, massage chair area, fitness center with saunas and tanning, three amenity courtyards with the main one being located off the clubroom containing an amenity deck, pool, and 2 spas.

Here Reno Reno, Nevada

Off-campus housing for the University of Nevada with 182 units and 636 beds in 375,022 gsf. Amenities include leasing/lobby, clubroom, courtyard with grilling station fitness center and yoga studio.

The Vista Starkville Starkville, Mississippi

Mixed-use student housing community adjacent to Mississippi State University with 820 beds and 309 fully furnished units in studio, 1, 2, 3, 4 and 5-bedroom configurations. 7,500 sf of retail. Amenities include: resort-style saltwater pool, fitness center, yoga/group fitness studio, outdoor community area, resident gathering room, business suite, sky lounge and study rooms.

Rambler Athens, Georgia

Off-campus student housing for University of Georgia with 750 beds and 344 units. 8 stories in both the North and South buildings and 9,630 sf amenity. Amenities include: 2,702-sf pool, fitness center, coworking, coffee shop, gameday lounge with 2,828-sf rooftop terrace, bike storage, and clubroom.

The Standard at Atlanta Atlanta, Georgia

19-story high-rise serving the undergraduate and graduate student population located in the SPI-16 Transit Area of Midtown Atlanta. Includes 280 furnished residential units with 765 beds in a mix of studio, 1, 2, 3, 4 and 5-bedroom units. Program includes 9,600 sf of commercial space and high-end amenities.

NILES BOLTON ASSOCIATES



TIMOTHY FUERST,
RA

Project Architect

EDUCATION

Bachelor of Architecture; Auburn University

Bachelor of Interior Architecture; Auburn University

QUALIFICATIONS

8 years of architecture and interior architecture experience

Joined NBA in 2016

Registered Architect in Georgia



The Heritage at Cajun Village
Lafayette, Louisiana



Berkeley Plaza
Berkeley, California

Timothy joined the firm in 2016 and has over eight years of architecture and interior architecture experience. His exposure and involvement with the architectural development of large-scale projects as well as the ability to focus on the interior architecture and details of the built environment has enriched his career with a stronger understanding of design and its process. Currently, he is involved in a range of student housing and high-rise multifamily projects. Timothy graduated from Auburn University with a Bachelor of Architecture and a Bachelor of Interior Architecture. He is a registered architect in Georgia.

RELEVANT PROJECTS:

The Heritage at Cajun Village

Lafayette, Louisiana

Five buildings of on-campus housing for upperclassmen students with 213 units, 589 beds and 237,768 building gsf. Amenities include: 7,438 sf of clubhouse amenity, 4,903 sf of retail, and pool courtyard.

Whistler

Atlanta, Georgia

Off-campus student housing in Midtown Atlanta. The 25-story mixed-use tower offers 565 beds and 168 units. The 284,839 sf development includes a rooftop pool with panoramic views, 1,720 sf retail and 25 parking spaces.

Here Tuscaloosa

Tuscaloosa, Alabama

Off-campus housing for the University of Alabama with 239 units and 430 beds. 5 levels of podium parking (3 underground) with 437 spaces. Interior amenities include: club rooms, study room, tanning, sauna, and fitness center with yoga. Exterior amenities include: top level terrace with adjacent clubroom, spa courtyard and pool deck.

Here Reno

Reno, Nevada

Off-campus housing for the University of Nevada with 182 units and 636 beds in 375,022 gsf. Amenities include leasing/lobby, clubroom, courtyard with grilling station fitness center and yoga studio.

Berkeley Plaza

Berkeley, California

Off-campus student housing that includes 583 beds and 191 units. The 204,540 sf building is 8 stories (5 levels wood over 3 levels concrete podium) and has 8,948 sf of amenity space. Amenities include: lobby/leasing, fitness, coffee shop, study areas, rooftop club room, rooftop terrace.

The Vista Starkville

Starkville, Mississippi

Mixed-use student housing community adjacent to Mississippi State University with 820 beds and 309 fully furnished units in studio, 1, 2, 3, 4 and 5-bedroom configurations. 7,500 sf of retail. Amenities include: resort-style saltwater pool, fitness center, yoga/group fitness studio, outdoor community area, resident gathering room, business suite, sky lounge and study rooms.

340 East Paces Ferry

Atlanta, Georgia

483 high-end market-rate apartment units. The 22-level high-rise is 559,480 gsf and includes 17,000 sf of ground-floor retail. Large amenity deck on 10th level with pool, cabanas and clubroom. Valet-style drop-off for residents.

NILES BOLTON ASSOCIATES



J. BRYAN EDWARDS,
PLA

Associate Principal, Land
Planning

EDUCATION

Bachelor of Landscape Architecture
University of Georgia

QUALIFICATIONS

22 years of experience
Joined NBA in 2002
Registered Landscape Architect in
Georgia

ASSOCIATIONS

Urban Land Institute (ULI)
Urban Land Institute Center for
Leadership, Class of 2017
LEED Accredited Professional



Inspire
Atlanta, Georgia

As a member of the Land Planning team, Bryan specializes on front end site analysis and feasibility studies as well as conceptual site planning and master planning. Bryan has the flexibility to work in diverse product types, seeing a project through from concept to completion. With over 20+ years of experience, he's able to communicate overall project goals and design requirements early in the design process and serve as a liaison between his clients, the design team and consultants. Bryan earned a Bachelor of Landscape Architecture degree from the University of Georgia and joined the firm in 2002.

RELEVANT PROJECTS:

Off-Campus Student Housing

Aspen Heights Fayetteville, Aspen Heights Partners, Fayetteville, AZ
Rambler Athens, LV Collective, Athens, GA
The Flats on University, Capstone Collegiate Communities, Fairfax, VA
The Mark at Athens, Landmark Properties, Athens, GA
The Standard at Atlanta, Landmark Properties, Atlanta, GA
The Standard at Flagstaff, Landmark Properties, Flagstaff, AZ
The Standard of Baton Rouge, Landmark Properties, Baton Rouge, LA
The Vista Starkville, IMS Development, Starkville, MS
The Livano Knoxville, LIV Development, Knoxville, TN
The Retreat at Newark, Landmark Properties, Newark, DE
The Legacy at the Standard, Landmark Properties, Gainesville, FL
Inspire, Capstone Collegiate Communities, Atlanta, GA
Flamingo Crossings Village, American Campus Communities, Winter Garden, FL
Wildwood of Lubbock, Dovetail Companies, Lubbock, TX

On-Campus Student Housing

James Madison University, S.B. Ballard Construction Co., Harrisonburg, VA
Norfolk State University, S.B. Ballard Construction Co., Norfolk, VA
VCU - West Grace Street Housing, Virginia Commonwealth University,
Richmond, VA Valdosta State University, Hopper/Georgia Hall, Valdosta, GA
University of Georgia - East Campus Village, UGA Real Estate Foundation,
Athens, GA

Multifamily Housing

Residences at The Pass, Third & Urban, Charlotte, NC
Mainstead at Century Farms, Oxford Properties, Nashville, TN
The Madison at Owl's Head, Ambling Development Company, Freeport, FL
Aspire Gulch, The Dinerstein Companies, Nashville, TN
Arden Oxmoor Apartments, NTS Development, Louisville, KY
Capital Club at Indian Land, TWO Capital Partners, Indian Land, SC

NILES BOLTON ASSOCIATES

509 UNIVERSITY DRIVE
COLLEGE STATION, TEXAS

SERVICES
Conceptual Architecture

CLIENT
CA Ventures

SCOPE / COMPONENTS
Mixed-use, off-campus housing for Texas A&M students

21 stories with podium parking
208 apartment units; 393 beds
340 parking spaces in 9 levels

Amenities include leasing lobby, bike storage, 21st level sky lounge, fitness, and rooftop pool



NILES BOLTON ASSOCIATES

RISE ON WEST CAMPUS

AUSTIN, TEXAS

SERVICES

Architecture
Landscape Architecture

CLIENT

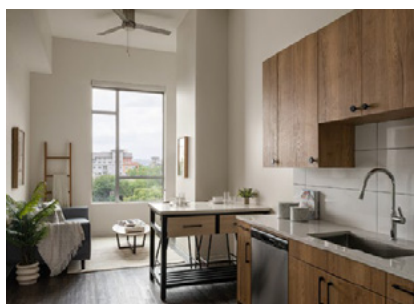
CA Ventures

SCOPE / COMPONENTS

Mixed-use, off-campus housing for The University of Texas at Austin students

24 stories with podium parking
304 apartment units
484,310 gsf
301,426 leasable sf
14,635 amenity sf
204 parking spaces

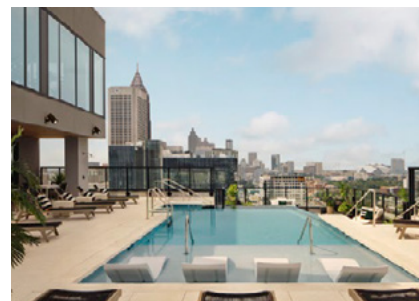
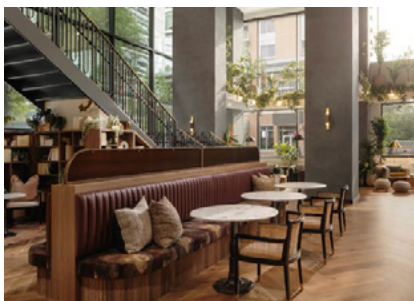
Amenities include rooftop pool, expansive fitness center, study lounges and jam room



The design for this mixed-use, off-campus student housing serving the University of Texas ingeniously introduces asymmetry to an otherwise symmetrical floor-plate. Crystal-shaped exposed concrete columns add levels of visual openness, while a highly articulated perforated metal screen framed in white metal panel defines the parking mass and provides shade for pedestrians. Stepped back above the sixth level, the high-end, 24-story residential tower has 304 units and the full complement of amenities students have come to expect, from a rooftop pool equipped with that big game necessity—a Jumbotron screen—and an expansive fitness center to numerous study lounges and a jam room.

NILES BOLTON ASSOCIATES

When you can't build out, build up. This thoughtfully considered tower rises up 25 stories to take full advantage of its half-acre footprint. The site for this luxury off-campus student housing may be small but the design and amenities, including a roof-top pool with panoramic views, are supersized. The unique palette of materials makes for an arresting façade for the 168-unit high-rise, which features studio, one-, two-, three- four, and five-bedroom configurations, underground parking, 1,720 sf of retail space and two floors dedicated to the clubhouse, fitness center, study rooms, bike lockers and other options for comfortable, fun living. The Whistler is the latest addition to Tech Square, Midtown Atlanta's hub for startups, tech companies and research centers, and an easy walk to Georgia Tech, restaurants, and retail shopping.



WHISTLER ATLANTA, GEORGIA

SERVICES

Architecture

CLIENT

LV Collective

SCOPE / COMPONENTS

Off-campus student housing in Midtown 25 stories
284,839 gsf
168 units, 565 beds in studio, 1-, 2-, 3-, 4-, and 5-bedroom configurations
25 parking spaces
1,720 sf retail
Expansive amenities including a roof top pool with panoramic views

AWARDS

SHB '24 Innovator Awards, Best Architecture/Design + Best New Development > 400 Beds

NAHB '23 Best in American Living Awards, Platinum & Best in South Atlantic Region

AIA Atlanta '23 Residential Design Awards, Merit Award



340 EAST PACES FERRY

ATLANTA, GEORGIA

SERVICES

Architecture
Landscape Architecture

CLIENT

CA Ventures

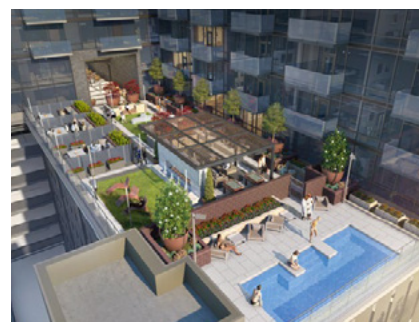
SCOPE / COMPONENTS

483 high-end market-rate apartment units
22 levels
17,000 sf ground-floor retail
Large amenity deck on 10th level with pool, cabanas and clubroom
Valet-style drop-off for residents

*Currently Under Construction

NILES BOLTON ASSOCIATES

Floor-to-ceiling glass windows accentuate sweeping north and south city views at 340 East Paces Ferry, a 483-unit high-rise addition to the growing Buckhead skyscape. Residents can enjoy all that this stylish and coveted neighborhood has to offer, from nearby The Shops Buckhead to trendy Peachtree Road restaurants, as well as a luxurious amenities deck with pool, cabanas and clubroom on the 10th level of the 22-story building, 17,000 sf of retail space, valet service drop off, and more than 100 parking spaces for electric cars, including several spots specifically built and reserved for Tesla vehicles.



NILES BOLTON ASSOCIATES

1441 PEACHTREE ATLANTA, GEORGIA

SERVICES

Planning, Architecture, Interior Design

CLIENT

Capital City Real Estate

SCOPE / COMPONENTS

28 stories
350 apartment units
1.74 acres, 204.02 du/ac
362,000 residential sf
4,316 sf street-level restaurant
9,271 sf of indoor amenities
15,700 sf outdoor amenity deck
on 5th level
454 parking spaces

*Currently Under Construction



THE HENRY TAMPA, FLORIDA

SERVICES

Architecture
Landscape Architecture
Interior Design

CLIENT

DEVEN (Development Ventures Group)
Intown Group

SCOPE / COMPONENTS

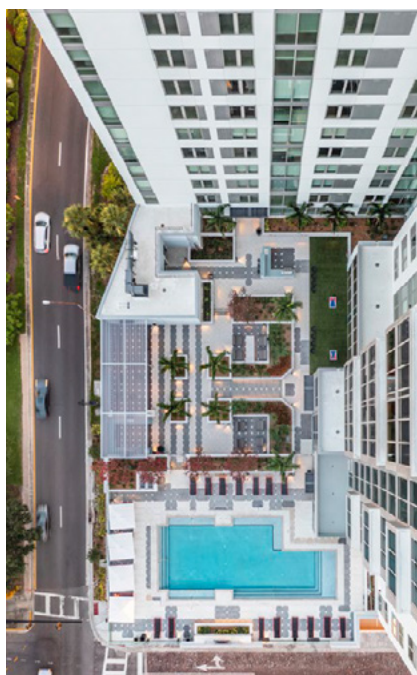
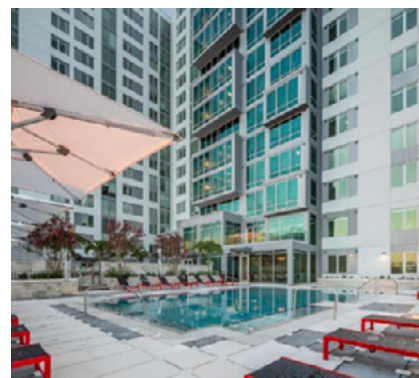
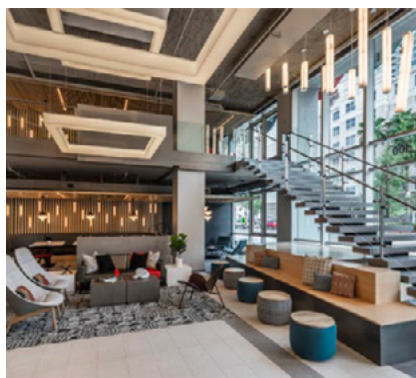
Off-campus student housing for the University of Tampa
188 units; 537 beds
23 levels, 7 levels of parking with 16 residential levels above
422 parking spaces
Bike storage for 60 bikes

Amenities include: lobby/lounge/leasing area on ground level; lounge mezzanine space on 2nd floor; large pool deck on 8th floor with clubroom/fitness center adjacent; study rooms on each level

NILES BOLTON ASSOCIATES

Living, learning, luxury. NBA's architecture, landscape architecture and interior design teams have created an amenity-rich, off-campus housing tower for University of Tampa students. Named after 19th century transportation pioneer Henry B. Plant, the 23-story apartment building is a dazzling white sandcastle constructed with post-tensioned concrete. The Henry interior is modern and sophisticated, incorporating cool greys and blacks accented with pops of red and blue. A short walk brings residents to the campus and the neighborhood is close to the Performing Arts Center, the shopping, dining and nightlife of Hyde Park, the Tampa Riverwalk, historic Ybor City and the Florida Aquarium. The hi-tech building has 16 floors of one, two and four-bedroom apartments for 537 residents, seven levels of parking, study and social-gathering spaces on each floor, a double-height fitness center and an outdoor deck and pool overlooking the campus.

FL #AR0097908



NILES BOLTON ASSOCIATES

500 MAIN STREET

NEW ROCHELLE,
NEW YORK

SERVICES

Architecture
Landscape Architecture
Interior Design

CLIENT

BRP Development Corp.

SCOPE / COMPONENTS

26-story tower with 477 residential units
619,000 sf gross building area
20,000 sf religious space
2,400 sf retail
430 structured parking spaces served by valet system

Amenities include co-working, clubroom, fitness, passive courtyard, 26th floor skylounge, rooftop pool and dog park

*Currently Under Construction



Only a 30-minute train ride from midtown Manhattan, New Rochelle, NY is rapidly growing as a high density urban center. This 26-story upscale tower sits prominently in the center of downtown, with excellent visibility and views. The building's program provides the New York Covenant Church, one of the original landowners, with a multipurpose venue for worship, food service, recreation, and education. The exterior design provides a feeling of timeless sophistication at the façade's base through its layered, champagne-colored metals and formal composition. The residential tower captures sweeping views of the Long Island Sound and the Manhattan skyline, with many units featuring floor-to ceiling glass and corner windows. Gold building elements extend from the grey facades to create accents with light and shadow.

Architect of Record - Walter J. Ploskon, AIA, Architect

RAMBLER ATLANTA ATLANTA, GEORGIA

SERVICES
Architecture

CLIENT
LV Collective

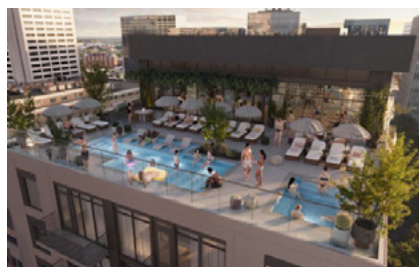
SCOPE / COMPONENTS
Off-campus student housing on
0.96 acres in Midtown Atlanta
19 stories
467,000 gsf
215 units, 798 beds in studio,
1-, 2-, 4-, 5-, and 6-bedroom
configurations
3-level podium parking deck
Ground level retail

Residential amenities include
leasing office, study rooms and
bike lockers on the lower levels
and clubhouse, pool deck, fitness
center and outdoor terrace on
upper levels.

*Currently Under Construction

NILES BOLTON ASSOCIATES

Modern, luxurious student living just blocks from the Georgia Tech campus. Filled with carefully curated amenities, the residential housing offers a diverse selection of floor plans ranging from studios to six-bedroom configurations within its 215 units. The 19-floor tower in a prime Midtown area plays with contrasting shades of color to break up the building mass as a series of dark gray boxes float atop a lighter gray backdrop. Interrupting the structure's 4-story masonry base are large glass windows behind which are a café and lobby that spill out onto a vibrant, bustling outdoor patio. Along with a leasing office and a three-level parking deck, Rambler Atlanta has ample spaces for collaboration or solo study, bike lockers, a pet spa, fitness center with the latest workout equipment, and a pool deck, clubhouse and outdoor terrace located on the upper level.



VANTAGE PHILADELPHIA, PENNSYLVANIA

SERVICES

Architecture, Space Planning,
Landscape Architecture,
Masterplanning

CLIENT

The Goldenberg Group

SCOPE / COMPONENTS

368 units; 984 beds
Studio, 1, 2, 3, 4-bedroom
configurations
Standard and shared 2-bedroom
units
471,000 building gsf
32,331 sf retail
12,622 sf wellness center and
outdoor fitness area
5,000 sf study lounge
Complete: August 2019

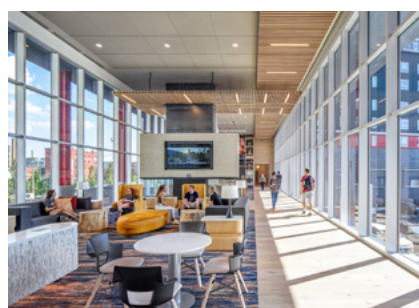
AWARDS

NAHB Best in American Living
Gold Award, Multifamily, Large
Scale Student Housing

GBCA Construction Excellence
Award, Best Residential, Mixed-
Use, or Office Space Project,
2020

NILES BOLTON ASSOCIATES

Marking the second and final phase of Vantage, this mixed-use, student housing high-rise complex is located in North Philadelphia, adjacent to Temple University. By strategically situating public zones to give people inviting places to live, learn and interact, NBA meets the challenge to create spaces that promote community engagement while also preserving the panoramic views of the phase one building. The 471,000 square-foot property features 984 beds with one, two, three, and four-bedroom floor plans, many with shared bedrooms to offer students more affordable options. Among the first-class amenities: an expansive study lounge for individuals and groups, a fine arts room, a recording studio, a technology hub, a 12,622 square-foot fitness center with ample space for activities like high-intensity interval training, a golf simulator and sky deck.



NILES BOLTON ASSOCIATES

NOVEL MIDTOWN ATLANTA, GEORGIA

SERVICES

Architecture

CLIENT

Crescent Communities

SCOPE / COMPONENTS

Mixed-Use development with adjacent office tower (by others) over parking

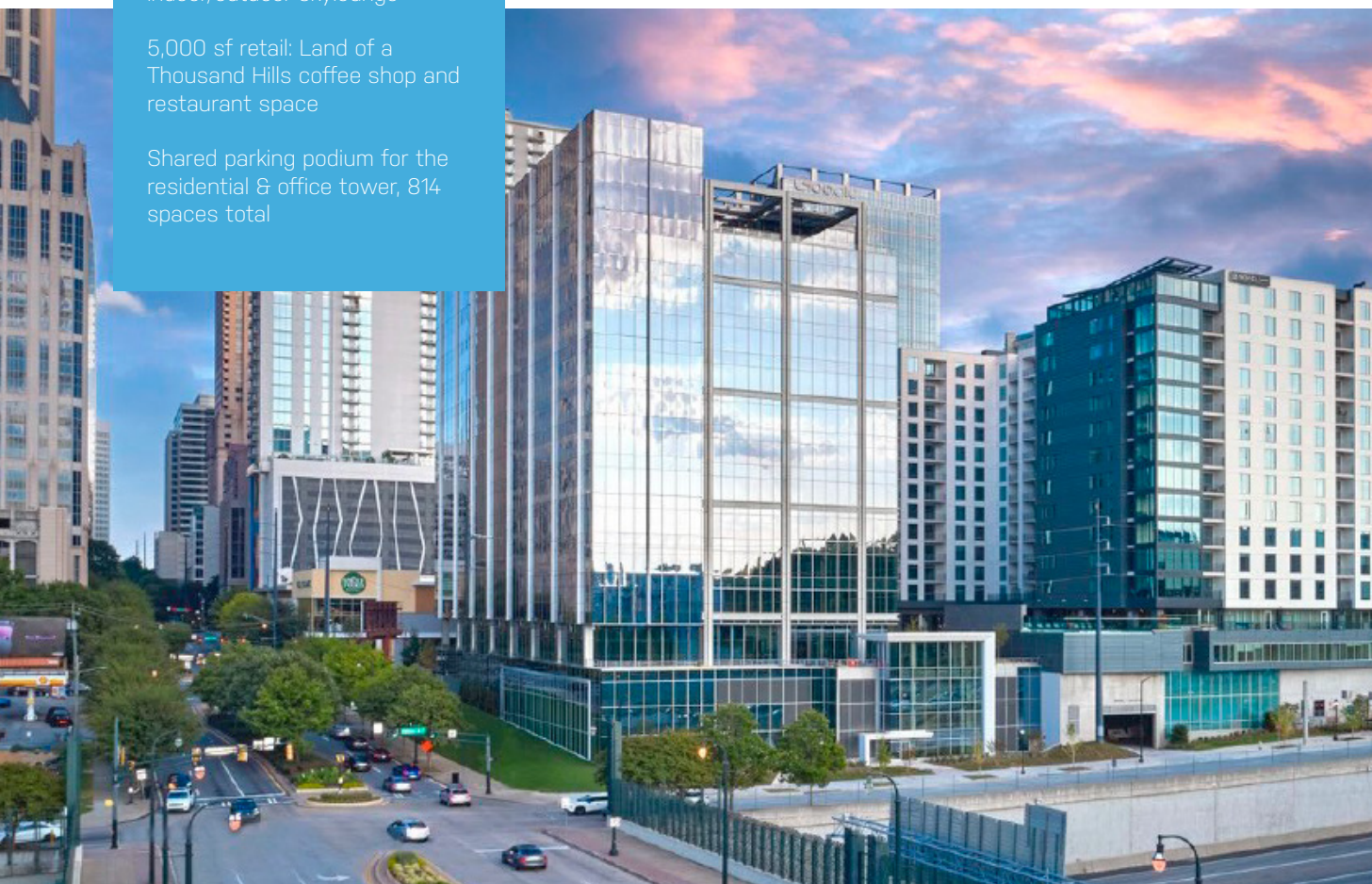
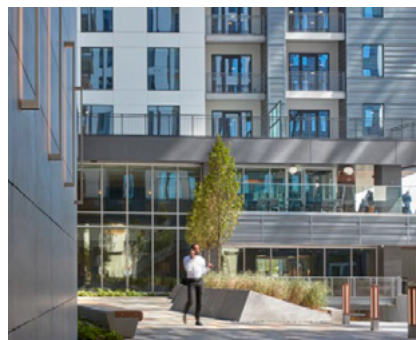
340 units; 412,000 building gsf

14 stories (12 over 2 + 5 level parking podium below grade)

Amenities: co-working, fitness center with yoga room, resort spa, infinity-edge pool, and indoor/outdoor skylounge

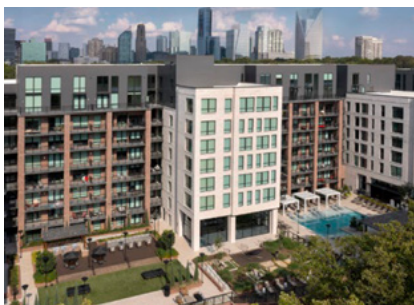
5,000 sf retail: Land of a Thousand Hills coffee shop and restaurant space

Shared parking podium for the residential & office tower, 814 spaces total



NILES BOLTON ASSOCIATES

Camden Buckhead is the follow-up project to the wildly successful Camden Paces and is designed to serve as a modern, urban edge and gateway into the West Village. Two brick buildings front Roswell Road and residents will enjoy wooded, park-like views off the rear amenity decks. The structures include 8-9 story post-tensioned concrete frames and structured parking below street level. 336 units offer gracious floorplans, concierge level services, extensive amenities, and luxury finishes with the potential for urban street views, wooded views and skyline views. On the upper two levels, the multifamily project features loft-style and townhome-style penthouse units with private roof terraces and amazing skyline views.



CAMDEN BUCKHEAD ATLANTA, GEORGIA

SERVICES

Architecture, Masterplanning

CLIENT

Camden Development, Inc.

SCOPE / COMPONENTS

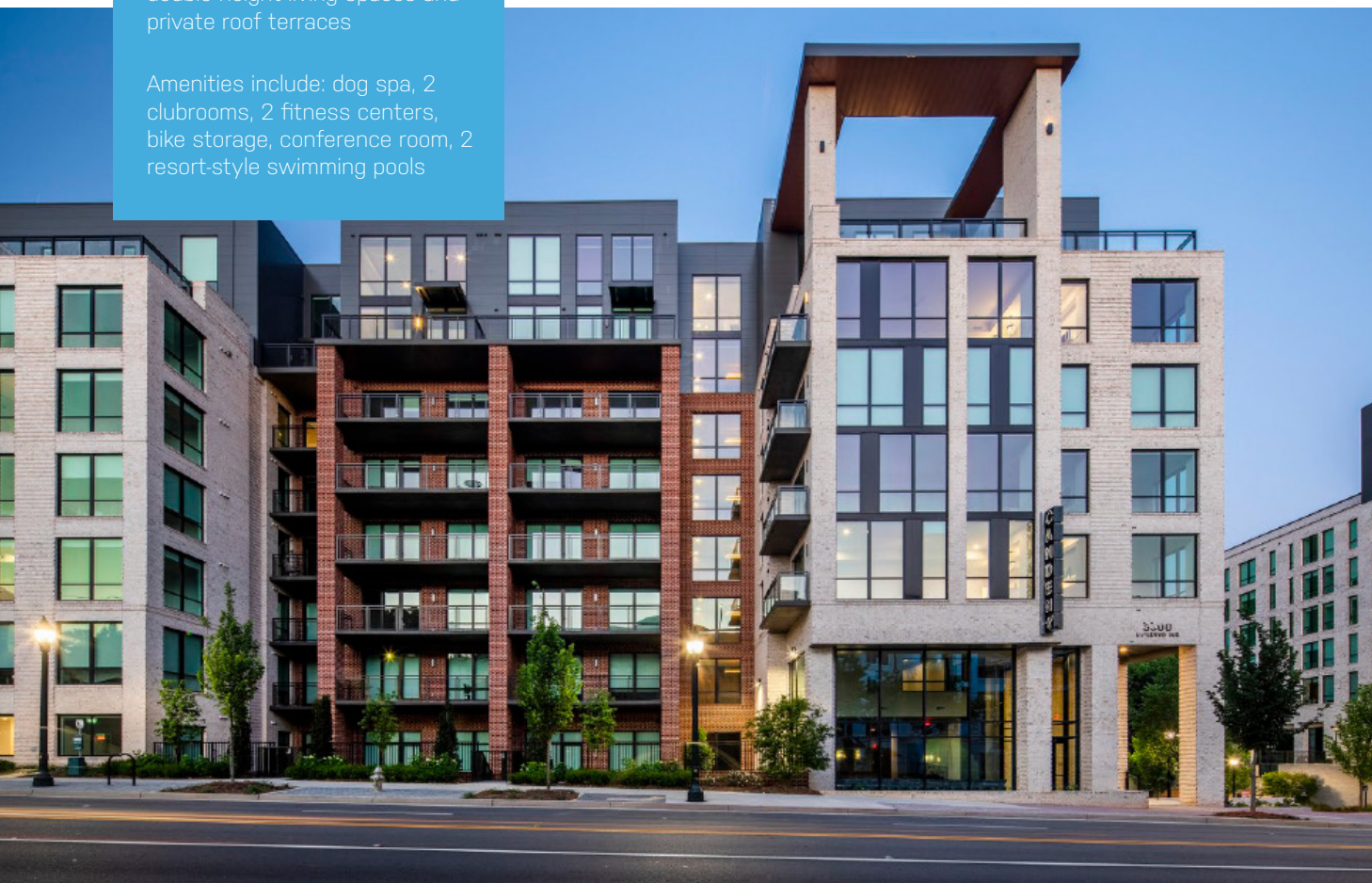
366 units; 769,923 gsf

Building 400 - 9 Levels of Residential over 2 Levels of Parking

Building 500 - 8 Levels of Residential over 3 Levels of Parking

Townhome and loft style units w/ double height living spaces and private roof terraces

Amenities include: dog spa, 2 clubrooms, 2 fitness centers, bike storage, conference room, 2 resort-style swimming pools



GENERATIONS ATLANTA

ATLANTA, GEORGIA

SERVICES

Architecture
Landscape Architecture

CLIENT

Kaplan Residential

SCOPE / COMPONENTS

12-story residential over five-levels of parking
336 units
Mix of Studio, 1BR and 2BR units
3,200 sf roof-top terrace
Amenity pool deck on top of parking
15% affordable units
Future hotel proposed adjacent to residential tower

AWARDS

Silver Aurora Award Winner,
Best Multifamily Community, 5+ Stories for Rent, SEBC

NILES BOLTON ASSOCIATES

A new jewel in the downtown Atlanta skyline, this 17-story residential tower is the tallest building in the area using an innovative light steel structural system that can reduce construction time and costs. The 336-unit residential project takes a fresh, energetic approach at every corner, including an evocative, transparent curtain wall that connects tenants with the street and animates the public surroundings, and an architectural screen masking the 380-space, five-level parking deck from the generous pool patio overlooking iconic Centennial Olympic Park. Highlighting the world-class amenities is a 17th floor sky deck and lounge, offering 180-degree views that encompass both the downtown and midtown skylines.



THE STANDARD AT ATLANTA

ATLANTA, GEORGIA

SERVICES

Architecture
Interior Design
Landscape Architecture

CLIENT

Landmark Properties

SCOPE / COMPONENTS

257 units | 765 beds
644,452 gsf, 10,783 sf retail
572 space parking deck
Leasing, Fitness (Cardio & Fitness), Gaming rooms, Study lounges, Yoga, Sauna, Tanning rooms and infinity edge roof top pool
Largest roof top amenity deck in Atlanta
Complete: August 2018

AWARDS

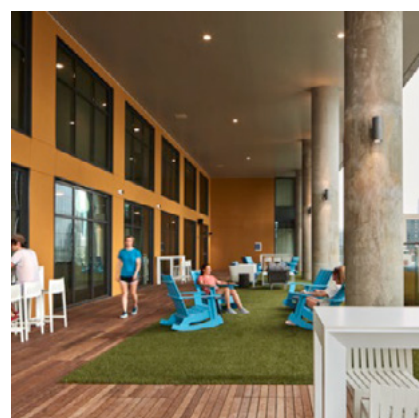
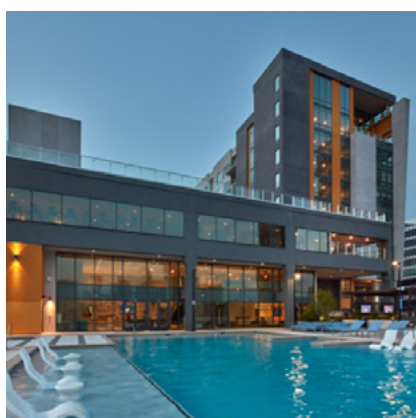
NAHB Best in American Living
Platinum Award, Student Housing

Outstanding Achievement Award,
High-Rise American Concrete
Institute, GA Chapter

SHB Innovator Award, Best
Package & Offering of Amenities

NILES BOLTON ASSOCIATES

Late-night study and drinking coffee go hand-in-hand and The Standard at Atlanta fuels both with a built-in, drive-thru urban Starbucks—one of the first in the country—anchoring an 19-story, mixed-use housing development serving Georgia Tech students. NBA's architecture takes full advantage of the midtown Atlanta site as cascading outdoor terraces provide sweeping views of the city skyline and university campus, and the firm's interior design makes the units feel more like luxury apartments than student housing. Thoughtful landscaping provides street-level transparency, maximizes pedestrian engagement and promotes walkability. The high-rise tower consists of 257 furnished residential units and 10,783 sf of commercial space. Totalling 40,467 sf, the elevated rooftop amenity deck is the largest in Atlanta, boasting a resort-style swimming pool, mini putting green and BBQ areas.



NILES BOLTON ASSOCIATES

INSPIRE

ATLANTA, GEORGIA

SERVICES

Architecture, Interior Design

CLIENT

Capstone Collegiate Communities

SCOPE / COMPONENTS

530,000 gsf

239 units, 750 beds

3.5 acre site

Amenities include: Resident amenity lounge, study pods, clubhouse, fitness room, sky lounge and rooftop pool
280 podium parking spaces

AWARDS

2022 NAHB Best in American Living Gold Award, Multifamily, Student Housing
2022 ABC Excellence in Construction Award, Merit, Commercial, \$50-100 Million



Close to the Georgia Tech campus and across from Bobby Dodd stadium, Inspire is a stylish, multi-family housing development filled with all the comforts and conveniences students need for an engaging educational and community experience. The two-building, 239-unit and 750-bed complex offers studios, 1-bedroom, 2-bedroom, 4-bedroom and 5-bedroom apartments and a 4-story parking deck with 280 parking spaces. Residents have access to a rooftop pool, amenity deck with skyline views, courtyards, study rooms and lounges, a fitness center and a game room. The imaginative façade features a pattern of glass and masonry that's distinctive yet in keeping with nearby architecture, which includes the North Ave Apartments (aka Olympic Village) that NBA designed for the 1996 Olympic Games.

NILES BOLTON ASSOCIATES

UH MIDTOWN ATLANTA, GEORGIA

SERVICES

Planning
Architecture
Landscape Architecture
Interior Design

CLIENT

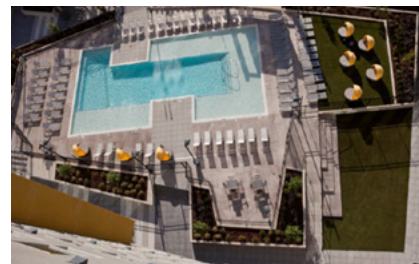
University House Communities

SCOPE / COMPONENTS

1.41 acres
19 floors
268 units; 706 beds
9,238 square feet of retail space
Club room, Study room, Media
room Fitness center
Sky lounge
Resort-style pool
Complete: August 2015

AWARDS

2017 B.O.B. Award - Multifamily,
IIDA Georgia



Keeping students close to campus and connected with the school was an underlying rationale for this mixed-use complex serving Georgia Tech. The luxury high-rise has all the amenities essential for today's college life, even a bocce court on its elevated courtyard. The 19-story building has a contemporary feel, club and study rooms, fitness center, resort-style pool and a ground floor with 9,238 square feet of retail space. Not only can students amble over to class, they can walk to restaurants, shopping, nightlife, entertainment, and major sporting and concert venues.

THE ASHLEY GABLES BUCKHEAD ATLANTA, GEORGIA

SERVICES

Architecture

CLIENT

Gables Residential

SCOPE / COMPONENTS

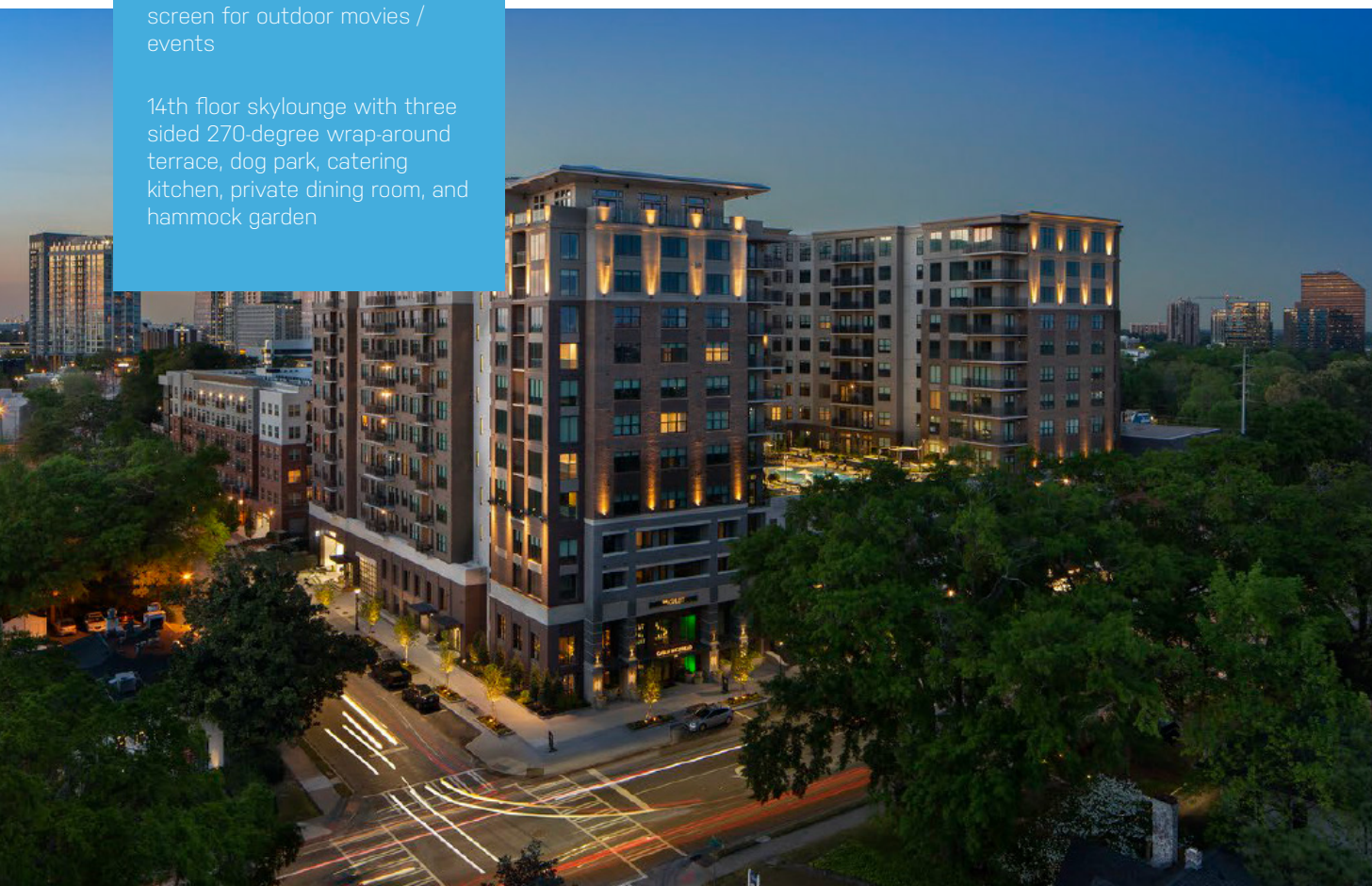
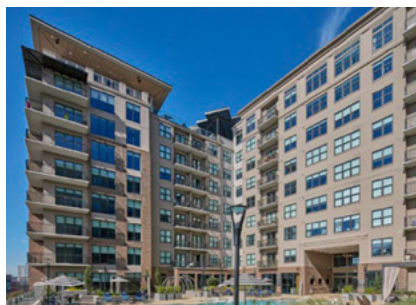
325 units in studio, one, two and three-bedroom configurations
Four, three-bedroom townhomes
14 stories
2,415 sf retail

Leasing office, fitness center, yoga room, club room, theater room, resort style pool, grilling station, courtyard with bocce court, fireplace, and projection screen for outdoor movies / events

14th floor skylounge with three sided 270-degree wrap-around terrace, dog park, catering kitchen, private dining room, and hammock garden

NILES BOLTON ASSOCIATES

A lifestyle of elegance at this posh fourteen-story high-rise, where residents can walk their dog in luxury atop a "woof-top" terrace, explore a customized app for concierge services and swim a lap in Buckhead's largest elevated pool. The Ashley Gables Buckhead offers spacious open floor plans and top-of-the-line interior finishes, including stainless steel appliances, quartz countertops, keyless door locks, hardwood flooring, frame-less showers and balconies. Solar panels feed into three Tesla batteries to power the wraparound rooftop terrace that boasts impressive city views as a well a private dining room and catering kitchen. The 325 units at Ashley range from cozy pied-a-terres to expansive three-story, three-bedroom town house with private two car garages.



NILES BOLTON ASSOCIATES

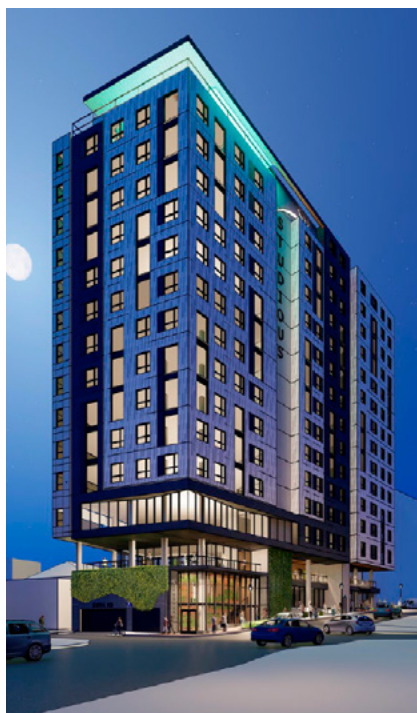
STUDIOUS TOWSON, MARYLAND

SERVICES
Architecture

CLIENT
Varsity Investment Group

SCOPE / COMPONENTS
A mixed-use off-campus community serving Towson University students

16-story steel and concrete structure
147 units
350 beds
Micro units
35 compact car spaces, 175 additional parking spaces reserved at nearby garages
100 bike spaces
Studios Cafe
Fitness center
Study lounge on every floor
Outdoor terrace and skylounge on 16th level



THE WESTCOTT HOUSTON, TEXAS

SERVICES

Architecture
Landscape Architecture

CLIENT

Greystar

SCOPE / COMPONENTS

315 total apartment units

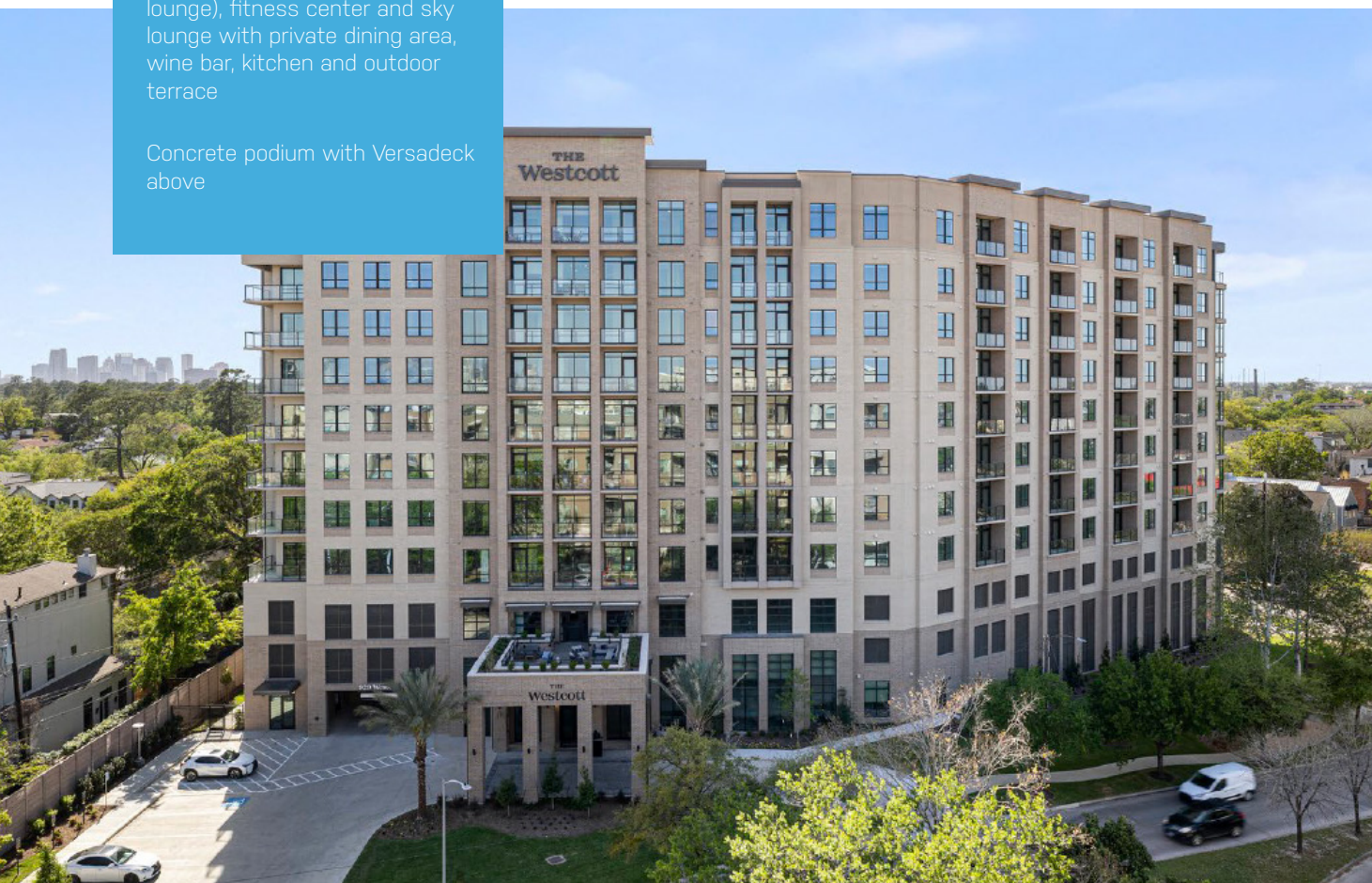
11 stories (8 stories of residential over 3 stories of parking) and 9 penthouse units

Amenities include: two courtyards (both have grilling stations, one has elevated pool with a tanning ledge), clubroom (with yoga room, two guest suites, library, lounge, bar and TV lounge), fitness center and sky lounge with private dining area, wine bar, kitchen and outdoor terrace

Concrete podium with Versadeck above

NILES BOLTON ASSOCIATES

A five-star living experience awaits resident of this pet-friendly hotel-like, 11-story apartment complex featuring nine spacious penthouses amongst its 315 units. The front porte cochere signals the Westcott's high-end approach, whether from valet and concierge services or the Italian-inspired kitchen designs incorporating quartz, wood and stain-less-steel. The fashionable styling extends to the social and meeting spaces, which include an elevated pool with private cabanas, wellness studio, guest suites, bar and TV lounge, library, and a fitness center over-looking the pool. A private dining area, wine bar, kitchen and outdoor terrace grace the chic 11th-floor sky lounge.



Traffic Consultant

AVENUE CONSULTANTS



BRAD BRIMLEY,
PHD, PE, PTOE, RSP

EDUCATION

Doctor of Philosophy, Civil
Engineering, Texas A&M University,
2014

Master of Science, Civil Engineering,
Brigham Young University, 2011

Bachelor of Science, Civil
Engineering, Brigham Young
University, 2011

QUALIFICATIONS

Professional Engineer – State of
Texas #125348

Professional Traffic Operations
Engineer – #4531

Road Safety Professional – #104

YEARS OF EXPERIENCE

Years with Firm | 1
Total Years | 13

AVENUE CONSULTANTS

Brad Brimley brings sharp perspective and exceptional experience from local municipal projects of a variety of sizes. With expertise in intersection and traffic signal design, roadway illumination, simulation, modeling, capacity analysis, and highway safety analysis, Brad applies passion for data-driven and careful decisions into all aspects of his work. Brad has been a resident of College Station for 13 years and has served on multiple boards and committees of the city. His local insights and perspective of the community's transportation needs will be valuable as he incorporates them into design decisions that impact traffic safety and operations.

RELEVANT PROJECTS:

Barron Road Mobility Study

College Station, Texas

Brad managed a study and schematic design for a segment of Barron Road with operational challenges due to the offset intersections of Decatur Drive and Longmire Drive. The project evaluated the feasibility of alternatives including roundabouts, signalization, and unconventional options like Restricted Crossing U-Turn (RCUT) and Green-T intersections. Residents were concerned over reduced mobility of the unconventional intersections. Brad led discussions to listen to the residents, identify their concerns, and help them understand the advantages and disadvantages of each option.

Corporate Parkway Extension Corridor Study

College Station, Texas

Brad evaluated future traffic conditions of the city's business/industrial district along Corporate Parkway. The extension of Corporate Parkway to William D Fitch Parkway was modeled with connection points that form either a four-way intersection or different offset T-intersections with Pebble Creek Parkway. With environmental concerns preventing the connection at Pebble Creek Parkway, the study provided valuable information about operations for the potential offset intersections.

William J. Bryan Parkway Reconstruction

City of Bryan, Texas

Following a rigorous study of the corridor, including traffic modeling and crash analysis, Brad designed three traffic signals and six pedestrian hybrid beacons. The traffic signals were designed per City of Bryan specifications, with construction to be by TxDOT. Fiberoptic communication connects each signal to the City's network.

Nuckols Crossing Road Schematic Design and Preliminary Engineering Report

Austin, Texas

As project manager, Brad was tasked with developing solutions to revitalize the corridor and improve safety and mobility for all users. There were several areas with no pedestrian facilities, and Brad discovered that the corridor also experiences a high number of right-angle crashes and single-vehicle collisions. Brad led the team to design a mini roundabout to replace a stop-controlled intersection, addressing right-angle crashes while minimizing ROW acquisition. By meeting with crossing guards and the elementary school principal, Brad learned that children routinely jaywalk between the school and the city library, even though there is a nearby crossing guard. Brad led the team to add new crossings that safely meet the pedestrian's needs. Median islands were designed for all midblock crossings to add deflection that encourages lower vehicle speeds.

Construction

HOAR CONSTRUCTION



HoarConstruction

We have been in business for 84 years, and we're very proud of that. There aren't many companies in our industry that have been around this long. During these 84 years, we've been able to thrive, grow, and expand. Today, we have seven offices in six states and attribute our success to the values our company was founded on.

F.R. Hoar established the company on the principle of treating clients the way he would want to be treated and we've continued that practice. We treat them and our other team members as partners. We're committed to their success just as much as our own, and we want to earn their trust. We fill our project teams with reliable experts who know how to get the project done right, the first time. We collaborate with clients and team partners to ensure successful outcomes.

We believe the future of construction is process-driven, where architect, contractor, and trade partners all work together to deliver the very best building experience possible.

HOAR CONSTRUCTION



JEFF LIGHT, LEED AP
Vice President of Division
Operations

Jeff oversees construction projects with an emphasis on helping clients to achieve their vision by managing each assignment from design and preconstruction to the delivery of a fully-functioning building. His experience in program management spans from higher education campus relocations to an abandoned power plant renovation program. He uses lessons learned from these experiences and resources available to successfully guide and navigate the team through any challenging situations that may arise. His ultimate responsibility is to hold Hoar and its team members accountable to meet our commitment to the client.

EDUCATION, CERTIFICATIONS & PROFESSIONAL AFFILIATIONS

- B.S. - Construction Science, Texas A&M University
- OSHA 10-Hour Trained
- ASHE Health Care Construction Certified
- Associate Constructor, American Institute of Constructors
- First Aid/CPR/AED Certified
- 2012 Hoar Leadership Council

RELEVANT PROJECTS:

Icon, Austin, TX, 30-story, 555 bed, 216 unit, 301,200 GSF student housing tower with rooftop pool, amenity center; includes 4-level 100 space below grade garage.

Inspire on 22nd, Austin, TX, 242,000 SF, 18-story, design-build highrise student housing in West campus; project includes 129 units, 439 beds with 4 levels of below-grade parking; 10,000 SF is dedicated to a campus group with a kitchen, worship space, and administrative areas.

Carr Hall, Angelo State University, San Angelo, TX, design-build renovation; 18,014 SF, 2-story student housing building.

The Loren, Austin, TX, new 225,000 SF, 108-room hotel includes 25 additional condo units, 2 penthouses, 8,000 SF of restaurant and event space, and 8,500 SF of retail space, luxury spa, gym, swimming pool and ground-level retail.

The Richardson at Tarrytown, Austin, TX, 3-story 76,000 SF building of residential units, amenity space including a pool, terraces, and a courtyard; 25,000 SF of on grade parking.

Dell Children's Bed Tower, Austin, TX, New 4-story, 105,000 SF, 72-bed pediatric hospital expansion, includes one floor dedicated to pediatric critical care, one floor for hematology/oncology inpatient services, and another floor dedicated to general acute inpatient services, with a fourth floor shelled for future expansion.

Building for Academic & Student Services, Texas A&M University - Texarkana, Texarkana, TX, 58,000 SF, 3-story multipurpose building, which integrates student support facilities with classrooms.

Dell Seton Medical Center Vertical Expansion, Austin, TX, 4-story vertical expansion to the teaching hospital at the University of Texas; includes 4 new ORs, complete buildout, plinth expansion, and surgery expansion.

Centralized Operational Reliability and Efficiency Facility (CORE), Texas A&M University Central Texas, Killeen, TX, Central Utility Plant, includes chilled water, electric and fiber optics; additional university police department space and emergency operations center.

The Backyard Infrastructure, Bee Cave, TX, Phase 1 of a 35 acre cultural and entertainment center. Includes earthwork, ponds, wet and dry utilities.

Cullen Auditorium Renovation, Abilene Christian University, Abilene, TX, renovation of existing Cullen Auditorium; including infrastructure upgrades, increased seating capacity and interior overhaul to the performance hall facility.

Moody Coliseum, Abilene Christian University, Abilene, TX, 153,000 SF; renovation and expansion; a north tower and south tower, each 3 stories tall which will include a lobby, administrative offices, basketball offices, and a 2,000 SF hospitality area.

HOAR CONSTRUCTION



BRADY JOHNSON
Senior Vice President, Texas

As Senior Vice President, Brady has overall responsibility for all project activities from programming and design to preconstruction, to construction and commissioning, through close-out and warranty. He works closely with project managers and superintendents to ensure project goals are fully articulated and satisfied, and work onsite is performed safely to Hoar's high quality standards.

EDUCATION & CERTIFICATIONS

- B.S. - Construction Science, Texas A&M University
- AHCA Certified
- OSHA 10-Hour Trained
- Scaffold Training Institute Scaffold Competent Person Certified
- National Trench Safety Competent Person Excavation Certified
- OSHA Respirable Crystalline Silica Competent Person Trained

RELEVANT PROJECTS:

Icon, Austin, TX, 30-story, 555 bed, 216 unit, 301,200 GSF student housing tower with rooftop pool, amenity center; includes 4-level 100 space below grade garage.

Inspire on 22nd, Austin, TX, 242,000 SF, 18-story, design-build highrise student housing in West campus; project includes 129 units, 439 beds with 4 levels of below-grade parking; 10,000 SF is dedicated to a campus group with a kitchen, worship space, and administrative areas.

X Houston, Houston, TX, 33-story high rise located in the Museum District that promotes community with large shared amenity spaces and smaller living quarters. The 738,451 SF high rise has 433 parking spaces in the garage on floors 2-11, amenities on floors 12-14, and residential units on 15-33.

2311 Westheimer, Houston, TX, 13-Level Multifamily High Rise with 209 Units and 4 Levels of Cast-In-Place Parking Garage.

Ravella Town Center, Jacksonville, FL, 306-unit, 4-story multifamily complex with a club house, pool, and 7-story parking garage.

Latitude Med Center, Houston, TX, 375-unit, 615,000 SF multifamily high-rise community built to be compact and located near Houston's world-renowned Medical Center; 25 stories of apartment units on top of 9 stories of parking.

Gables Parke Pointe, Arlington, VA, 368-unit high-rise apartment complex; 12-story concrete tower and 8-story concrete/wood frame tower; 4 levels of below-grade parking; 390 spaces; LEED Silver certified.

Town Centre Two, Houston, TX, 185,000 SF, 8-story Core and Shell office building located in Town and Country.

The Ascent at Victory Park, Dallas, TX, 302-unit, 627,000 SF commercial, residential, and mixed use high rise strategically built near 2 local commuter train systems; ground-level retail; 5-story parking garage; amenity deck featuring cantilevered pool.

Lumen at Tysons, Tysons, VA, 398-unit, 394,000 SF residential tower; 24 floors of multifamily units over 17,000 SF of ground-floor retail with 5 levels of above-grade parking and 4 levels below; LEED Silver certified.

The Kingston at Anderson Park, McLean, VA, 343,000 SF, 319-unit high-rise apartment complex; features high-end finishes; 2-story sky bridge connecting 13th and 15th story towers at 10th floor; 1st of 7 phases; LEED Silver certified.

Novel River Oaks, Houston, TX, 782,900 SF, 300-unit luxury multifamily residences near Uptown Houston with ground level retail, a swimming pool and pool house, fitness club, yoga room, city view lounge, and 596-car parking garage.

Drewery Place, Houston, TX, 28-story, 357-unit, 743,700 SF luxury multifamily high rise in the heart of midtown Houston; includes 8-story parking garage.

The Lane, The Woodlands, TX, 7-story, 163-unit multifamily development. The 179,300 SF luxury apartment consist of two-story street-level townhomes, and two levels of parking decks. Amenities include a co-working space, club room, fitness center, outdoor cooking areas, and bike storage.

HOAR CONSTRUCTION



JOEL CHIMAN

Senior Superintendent

As senior superintendent, Joel is responsible for taking a proactive approach to managing the construction of the project. He plans the sequence of activities necessary for completing the project on schedule, resolving construction issues, coordinating the delivery of all materials, and directing the work in accordance with the project schedule. Joel conducts preconstruction conferences before each trade begins, monitors quality workmanship, and holds weekly safety and coordination meetings with trade partners.

EDUCATION, CERTIFICATIONS & PROFESSIONAL AFFILIATIONS

- OSHA 10- and 30- Hour Trained
- First Aid/CPR/AED Certified
- National Trench Safety Competent Person Excavation Certified
- NFPA 1670 & OSHA 29 CFR 1910.146 Confined Space Trained
- Scaffold Training Institute Scaffold Competent Person Certified
- OSHA Respirable Crystalline Silica Competent Person Trained

RELEVANT PROJECTS:

Inspire on 22nd, Austin, TX, 242,000 SF, 18-story, design-build highrise student housing in West campus; project includes 129 units, 439 beds with 4 levels of below-grade parking; 10,000 SF is dedicated to a campus group with a kitchen, worship space, and administrative areas

The Loren, Austin, TX, new 225,000 SF, 108-room hotel includes 25 additional condo units, 2 penthouses, 8,000 SF of restaurant and event space, and 8,500 SF of retail space, luxury spa, gym, swimming pool and ground-level retail.

Hotel Alessandra, Houston, TX, 199,000 SF, 21-story, 125-key luxury hotel development in downtown Houston; unitized curtainwall skin; demolition of 2-story building and MEP relocation for retail facility.

Central Texas Medical Center additions & Renovations, San Marcos, TX, 2-story patient wing addition with 20 postpartum beds, 2 antepartum beds, 7 LDRs, C-section room, and delivery room.

Paloma Ridge Office Building C, Austin, TX, 3-story, 168,000 SF tilt-wall office building on a partially developed site with two existing office buildings; seeking LEED Certification.

TxDOT Paris District Headquarters Complex, Paris, TX, 12 building, 45 acre headquarters complex; includes headquarters, lab, warehouse, vehicle storage, pavilion, storage, and electrical buildings.

Florida Hospital Fish Memorial, Orange City, FL, 23,000 SF, 36-bed renovation and expansion of progressive care unit.

Hilton Austin Convention Center, Austin, TX, 950,000 SF, 37-story, high-rise building in downtown Austin with hotel space of 800 guest rooms, 2 large ballrooms, 3 restaurants, retail and office space, 5 floors of underground parking and guest amenities.

Bell Helicopter, Lafayette, LA, 84,400 SF helicopter assembly facility with office space, helicopter assembly area, parking spaces, helipads and retention pond.

Triumph Aerostructures, Red Oak, TX, 800,000 SF, design-build aeronautic manufacturing facility with area to house autoclave vessels, mechanical rooms, office and training space, and parking spaces.

Triumph Aerostructures, Red Oak, TX, 250,000 SF, design-build aeronautic manufacturing facility; 15,000 SF of office/training space, 3000 SF mechanical room; installation of high pressure hydraulic line, 5 overhead crane beams, largest G86 riveter in the world, underground and overhead compressed air lines, concrete tilt walls, clear span structural steel; 500 tons of structural steel set in place; poured over 15,000 CY of concrete; 200 employee parking spaces.

Metroplex Health System - 3rd Flood TCU, Killeen, TX, 16,300 SF interior build-out for 24-bed transitional care unit on 3rd floor of existing tower.

***Cedar Park Regional Medical Center**, Cedar Park, TX, 285,000 SF, 4-story medical center with 75 beds, emergency department, acute-care services, and retention pond.

HOAR CONSTRUCTION



MATTHEW TUMMINIA
Senior Project Manager

As senior project manager, Matt is the primary day-to-day point of contact with the owner and responsible for the management of the project. His duties include all project administration and correspondence, purchasing and subcontracting, managing the shop drawing process, schedule monitoring, problem resolution, preparing monthly reports and owner billings, preparing and completing project closeout including warranties and as-built drawings, and other duties as necessary to successfully complete the project.

CERTIFICATIONS

- Master Plumber, Colorado License, No. 189978
- OSHA 10- and 30-Hour Trained
- American Red Cross Bloodborne Pathogens Trained
- American Red Cross First Aid/ CPR Certified
- OSHA Respirable Crystalline Silica Competent Person Trained

RELEVANT PROJECTS:

Icon, Austin, TX, 30-story, 555 bed, 216 unit, 301,200 GSF student housing tower with rooftop pool, amenity center; includes 4-level 100 space below grade garage.

Dell Children’s Bed Tower, Austin, TX, New 4-story, 105,000 SF, 72-bed pediatric hospital expansion, includes one floor dedicated to pediatric critical care, one floor for hematology/oncology inpatient services, and another floor dedicated to general acute inpatient services, with a fourth floor shelled for future expansion.

The Ellis, Charlotte, NC, 34-story apartment complex featuring 365 luxury apartments in the high rise and 20,000 SF of retail below.

Latitude Med Center, Houston, TX, 375-unit, 615,000 SF multifamily high-rise community built to be compact and located near Houston’s world-renowned Medical Center; 25 stories of apartment units on top of 9 stories of parking.

The Richardson at Tarrytown, Austin, TX, 4-story, 76,000 SF building of 27 high-end residential units ranging from 1,900 SF to 6,000 SF, amenity space including a pool, terraces, and a courtyard; 25,000 SF of on grade parking.

Lumen at Tysons, Tysons, VA, 398-unit, 394,000 SF residential tower; 24 floors of multifamily units over 17,000 SF of ground-floor retail with 5 levels of above-grade parking and 4 levels below; seeking LEED Silver certification.

The Ascent at Victory Park, Dallas, TX, 22-story, 302-unit, 627,000 SF commercial, residential, and mixed use high rise strategically built near 2 local commuter train systems; ground-level retail; 5-story parking garage; amenity deck featuring cantilevered pool.

Ravella at Kingwood Apartments, Kingwood, TX, 396,000 SF, 264-unit, 15-building, 3-story garden style apartment complex with clubhouse, pool, and 6 6-car detached garages.

One Lakes Edge, The Woodlands, TX, 825,000 SF, 8-story, mid-rise luxury apartment building with 391 residential units and retail space built around 8-story, 700-space parking structure; 66-acre site; cast-in-place structure; seeking LEED Silver certification.

M2 Apartments, Denver, CO, 293,000 SF apartment complex; 298 units in 15 2- and 3-story buildings; wood-framed with siding and stone veneer; 13.5-acre site; National ABC Pyramid Award.

The Oakridge Senior Living Home, Fort Collins, CO, 6-story residential facility with 100 care units and 530 living units.

Hyatt Summerfield, Denver, CO, 5-story, 350-key hotel.

Baymont Inn and Suites, Denver, CO, 8-story, 200-key hotel.

East High School renovation, Denver, CO, 6-story, 3.5-month turn-key renovation.

HOAR CONSTRUCTION



STEPHEN PHELPS,
LEED AP
Senior Superintendent

Stephen oversees, directs, and manages activities at the project site. He oversees personnel on the company payroll, coordinates delivery of all materials, plans the sequence of activities necessary for completing the job on schedule, and directs the work in accordance with the job progress schedule. He resolves construction issues, monitors compliance with the safety program requirements, and monitors quality workmanship.

EDUCATION & CERTIFICATIONS

- B.S. - Construction Science and Management, University of Texas at San Antonio
- LEED Accredited Professional
- OSHA 30-Hour Trained
- CPR Certified
- Scaffolding Trained
- Asbestos Awareness Trained
- Boom Supported Aerial Lift Trained
- Scissor Arm Supported Aerial Lift Trained
- OSHA Respirable Crystalline Silica Competent Person Trained
- Fall Protection Trained
- LEAN Construction Management Trained

RELEVANT PROJECTS:

Icon, Austin, TX, 30-story, 555 bed, 216 unit, 301,200 GSF student housing tower with rooftop pool, amenity center; includes 4-level 100 space below grade garage.

The Backyard Infrastructure, Bee Cave, TX, Phase 1 of a 35 acre cultural and entertainment center. Includes earthwork, ponds, wet and dry utilities.

The Backyard Garages P1, Austin, TX, new 400 car parking garage

The Backyard Garages P2, Austin, TX, new 800 car parking garage

Seton Northwest OR Renovation & Expansion, Austin, TX Infrastructure updates to operating rooms, renovation of surgical suite, including the addition of 2 new operating rooms; installation of new HVAC equipment to support expansion.

Seton Medical Office Building, Austin, TX, 100,000 SF new 4-story medical office building core and shell and a 3-story 300 car precast parking garage.

Inspire on 22nd, Austin, TX, 242,000 SF, 18-story, design-build highrise student housing in West campus; project includes 129 units, 439 beds with 4 levels of below-grade parking; 10,000 SF is dedicated to a campus group with a kitchen, worship space, and administrative areas.

Paloma Ridge Office Building C, Austin, TX, 3-story, 168,000 SF tilt-wall office building on a partially developed site with two existing office buildings; seeking LEED Certification.

The Richardson at Tarrytown, Austin, TX, 3-story, 76,000 SF complex offering residential units and amenity space including pool, terraces, and courtyard; 25,000 SF of on-grade parking.

HealthSouth Rehabilitation Hospital, Pearland, TX, new 40-bed, 50,000 SF rehabilitation hospital with a therapy gym and courtyard.

***Engineering Building Roof Repair, University of Texas San Antonio**, San Antonio, TX

***Jones Dining Hall Remodel, Texas State University**, San Marcos, TX

***Battle Command Training Center II**, Ft. Sam Houston, TX, quality control specialist; gathered LEED criteria and implemented IAQ Management Plan.

***Army Reserve Center Renovation**, Ponca City, OK

***Army Reserve Center Renovation**, Laredo, TX

*Projects completed with previous employer

INSPIRE ON 22ND

AUSTIN, TEXAS

PROJECT FACTS

18 stories
4 levels below-grade parking
129 units
439 beds
283,000 SF

OWNER

Capstone Collegiate Communities

ARCHITECT

Rhode Partners

DESIGN-BUILD DELIVERY

8/2017-8/2019

HOAR CONSTRUCTION

Inspire on 22nd is an 18-story, design-build high rise for student housing in West Campus near the University of Texas and downtown Austin.

The new 18-story high rise includes 129 fully furnished units, private bathrooms and washer/dryer in every unit. The new student housing facility is fully equipped with amenities ranging from a rooftop resort style pool, Car-to-Go Rideshare, entertainment room, state-of-the-art fitness center and multiples floors of amenity space.



THE ELLIS CHARLOTTE, NORTH CAROLINA

PROJECT FACTS

365 units
34 stories
385 foot tall high rise
474,081 SF

OWNER

Quarterra Multifamily (previously known as LMC)

ARCHITECT

KTGY

AWARDS

2021 Excellence In
Construction Award of Merit
// Associated Builders &
Contractors

HOAR CONSTRUCTION

The Ellis is a 34-story apartment complex situated in the North Tryon Street corridor of Charlotte, encompassing the entire city block.

It is one of the largest and tallest multifamily communities in the area at 385' tall featuring 365 luxury apartments and 20,000 SF of retail below. The building has several amenities, including both an indoor and outdoor fitness facility, yoga room, library, and a pool on the 33rd floor. We worked in conjunction with the developer, who handled the mid-rise building adjacent to the high rise building.

The four biggest challenges we faced was building within a tight 3.5 acre urban site with a zero-lot-line, working in conjunction with the mid-rise building and their trade partners, keeping pedestrian's safe, and maintaining the construction schedule due to material delays from the Covid pandemic. We overcame these challenges by developing a safety and quality plan to eliminate hazards by incorporating covered sidewalks, exclusion zones where debris could potentially land at ground level; we placed barricades and ground men or spotters redirecting pedestrians around these zones, debris netting all around the building, and three rows of guardrail with 100% tethering. To help maintain schedule deliveries and congestion on site, we had our trade partners use an app called X to work with the city to reserve delivery times and schedule as many night deliveries as possible. Strict Covid measurements we put in place to keep the entire project team staff and prevent being shut down. The project was never shut down and was finished on time.



RONE RESIDENCES

HOUSTON, TEXAS

PROJECT FACTS

\$93,131,857
Original Construction Cost

\$99,844,455
Final Construction Cost

15% Self-Performed
544,927 SF
February 2023 Notice to Proceed
May 2025 Substantial Completion

MEP SUBCONTRACTOR

Hays Electrical Services, Gilbert
Plumbing Company, Schaffer
Mechanical, Inc.

OWNER

High Street Houston
Development, Inc./Trammell
Yewande Faphunda

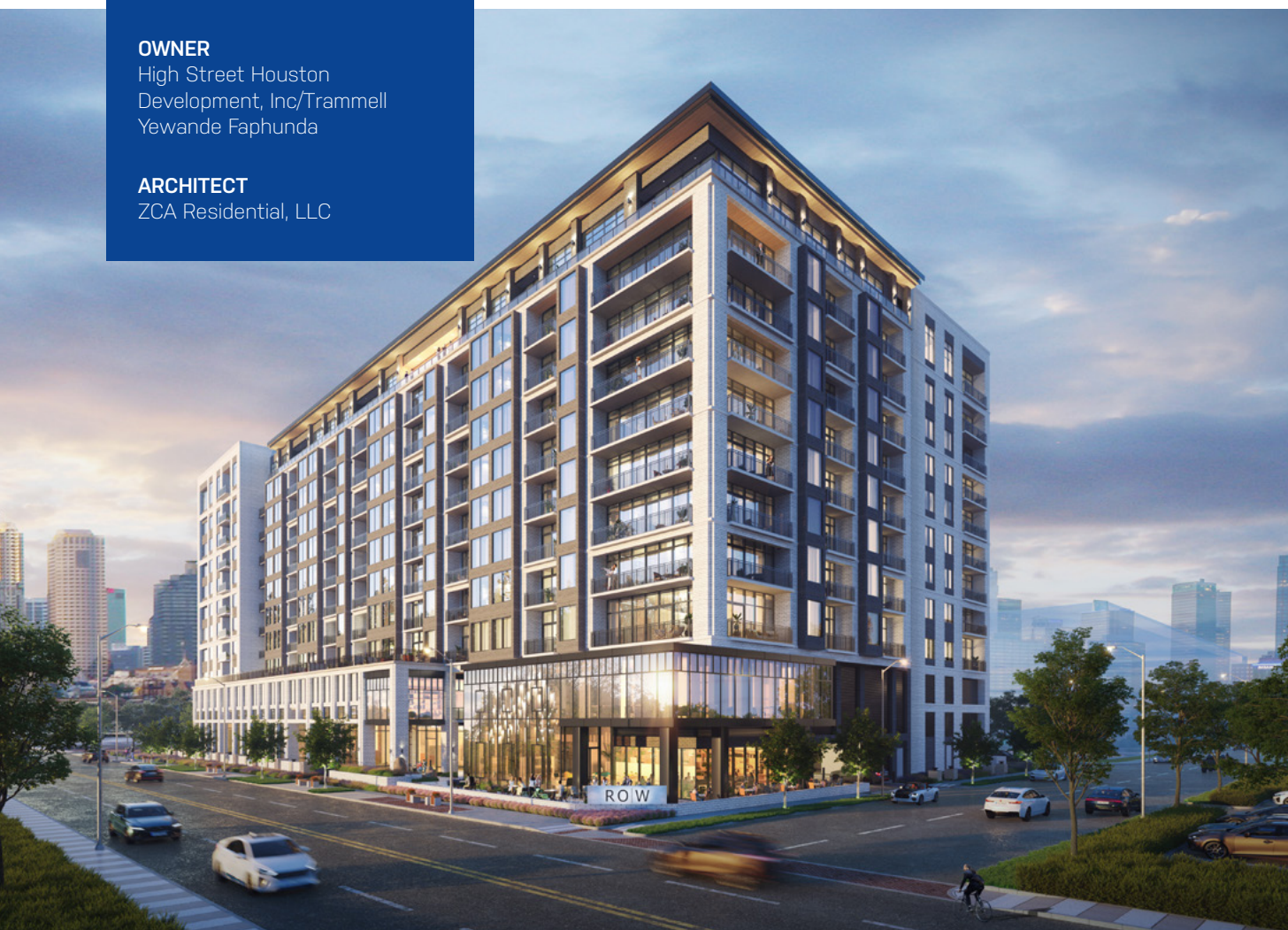
ARCHITECT

ZCA Residential, LLC

HOAR CONSTRUCTION

Rone Residences is a 544,927 SF, 13-story multifamily development in Houston, Upper Kirby district.

The 209-unit luxury multifamily complex includes 4 levels of parking and ground floor cafe. The new apartments range from 880 square foot to 2,200 square foot penthouses.



HOAR CONSTRUCTION

Icon is a 246,867 GSF, 30-story high rise student housing building in Austin.

The 216-unit tower includes a rooftop pool and amenity deck, and four levels of below grade parking. The high rise brings 555 student housing beds to West Campus near the University of Texas and Downtown Austin, with apartments ranging from one- to five-bedroom units. The premier student living complex will feature state-of-the-art amenities, including a rooftop pool, fitness center, game and lounge rooms, a podcast studio and a number of student work spaces, all located on the top floors of the building.

ICON AUSTIN, TEXAS

PROJECT FACTS

\$88,539,037

Original Construction Cost

TBD

Final Construction Cost

10% Self-Performed

246,867 SF

March 2023 Notice to Proceed

TBD Substantial Completion

MEP SUBCONTRACTOR

Jordan & Skala Engineers

OWNER

John Sims

ARCHITECT

Niles Bolton Associates



THE LANE THE WOODLANDS, TEXAS

PROJECT FACTS

\$34,889,996
Original Construction Cost

\$35,633,060
Final Construction Cost

15% Self-Performed
179,300 SF
August 2019 Notice to Proceed
JAN 2021 Substantial Completion

MECHANICAL SUBCONTRACTOR
DBR

PLUMBING SUBCONTRACTOR
DBR

ELECTRICAL SUBCONTRACTOR
DBR

OWNER
Howard Hughes

ARCHITECT
Shepley Bulfinch

HOAR CONSTRUCTION

Located in The Woodlands, The Lane at Waterway is a 179,300 SF, 7-story multifamily residence with resort-quality amenities. The 163 unit luxury apartment consist of two-story street-level townhomes, and two levels of parking decks. The apartments and townhomes features one, two, three bedrooms with luxe finishes, energy-efficient appliances and designer details.



TEXAS A&M UNIVERSITY - TEXARKANA

BRINGLE LAKE VILLAGE

PROJECT FACTS
87,000 SF

OWNER
Texas A&M University

ARCHITECT
Parkhill Smith & Cooper

CONSTRUCTION DATES
8/2010 - 8/2011

HOAR CONSTRUCTION

The Bringle Lake Village project was the first housing facility on the Texas A&M University - Texarkana campus.

This residence hall was completed in July 2011 and ready for full occupancy to house the fall semester students. The scope of work for this three-story facility was approximately 300 beds, with 200 beds in four bedroom/two bath and two bedroom/one bath suite style units, and 100 beds in a basic dormitory style unit containing two bedrooms (one bed each) with a shared bathroom. Auxiliary spaces in this residence hall include reception/office area, laundry, activity room, study/lounge areas, and a computer room.



HOAR CONSTRUCTION

One Lakes Edge is at the heart of the Hughes Landing office and retail development. An eight-story, mid-rise, luxury apartment building with 390 residential units and retail space on the first floor.

The project team at One Lakes Edge delivered the 824,600 SF project in just 18 months. The post-tensioned, cast-in-place concrete super structure went up in an impressive 46 weeks, the team averaged to pour 26,000 SF of concrete per week for 33 weeks to get this accomplished. By committing to our partners' success as much as our own, Hoar was able to keep the team focused on efficient production and timely, effective communication of information in order to complete One Lakes Edge within the compressed schedule and exceeded the quality expectations established by the owner.

ONE LAKES EDGE THE WOODLANDS, TEXAS

PROJECT FACTS

\$68,003,667

Original Construction Cost

\$71,731,487

Final Construction Cost

8% Self-Performed

824,600 SF

October 2013 Notice to Proceed

APR 2015 Substantial Completion

MEP SUBCONTRACTOR

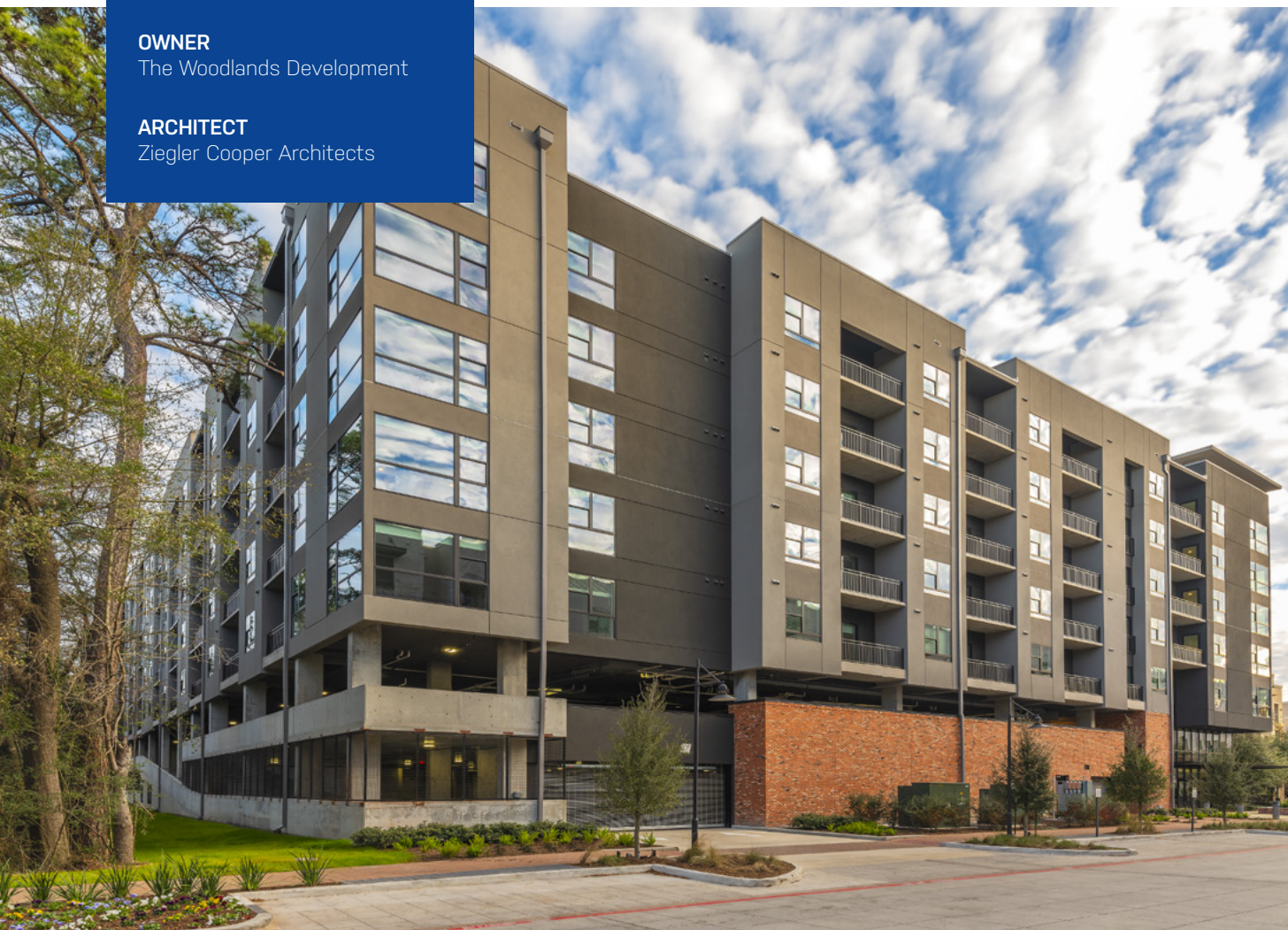
DPR

OWNER

The Woodlands Development

ARCHITECT

Ziegler Cooper Architects



Civil Engineer



**MITCHELL &
MORGAN, LLP
(M&M)**

MITCHELL & MORGAN, LLP (M&M)



Located in College Station, Texas, Mitchell & Morgan, LLP (M&M) prides itself on providing cost efficient and innovative engineering solutions for our clients. M&M has worked in the development arena in the Bryan/College Station area for the last 25 years. Our staff collectively has more than 200 years of design experience. We thoroughly enjoy the work we do helping multi-family residential, higher education, municipal, healthcare, commercial, and single-family residential projects through the maze of civil design elements and project permitting through all regulatory entities.



M&M has four full-time Licensed Professional Engineers, two full-time Graduate Engineers, one full-time Assistant Project Manager, one part-time Staff Planner, one full-time Civil Designer, one part-time IT Consultant, one full-time Office Manager, and one full-time Administrative Assistant. M&M often employs part-time graduate civil engineering students on a semester or yearly basis to fill staffing needs. With this staff, we have over 22,000 man hours/year of technical staff.



M&M approaches every project by providing our client creative solutions to achieve their objectives in a timely manner. Our firm's success has primarily been due to the ability to offer our clients expert analysis based on extensive knowledge of codes and a thorough background rooted in the Civil Engineering industry. M&M services include entitlement processing, site design, utility design, roadway/pavement design, drainage design, hydrology and hydraulic and land planning.



Our firm has worked on several multi-family / student housing development projects in the Bryan/College Station area over the years including several in the Northgate District. Below are a few of our projects:



- 415 College Main Student Housing
- The Otto Student Housing
- The Rev Student Housing (Civil Consulting Services Only)
- Lark Northgate (Fmr. Sterling Northgate)
- The Domain at Northgate
- The Standard at College Station (Civil Consulting Services Only)
- Northpoint Crossing
- The Deason at Jones Crossing
- Flora 4050 (Fmr. Springs at University Drive)
- The Cottages at College Station
- The Junction Cottages & Townhomes
- Redpoint College Station (Fmr. The Retreat at College Station)
- The Lofts at Wolf Pen Creek
- Holleman Crossing Apartments
- SoCo at Tower Point Apartments
- Redmond Row Townhomes
- Lakeridge Townhomes
- River Oaks Townhomes
- Broadstone Ranch
- Waterwood Townhomes
- Cambridge Dormitory
- Kappa Delta Sorority House

MITCHELL & MORGAN, LLP (M&M)

ABOUT OUR PROJECT ENGINEER

Ms. Morgan has extensive experience in site design, pavement design, drainage design, utility design and permitting. During her time with M&M, she has managed, co-managed or supervised many projects that involved site, drainage, and utility design work.

AWARDS + HONORS

- Engineer of the Year, Brazos Chapter, TSPE, 2001
- Young Engineer of the Year, Brazos Chapter, TSPE, 1994
- Chi Epsilon, Civil Engineering Honor Society
- Tau Beta Pi, Engineering Honor Society

RELEVANT PROJECTS:

Sterling Northgate

Located in both the City of Bryan and the City of College Station, the Sterling Northgate project was a very unique and rewarding student housing development. In the City of Bryan, the project consisted of a 3-story, 80,270 SF building with 54 units containing a total of 171 bedrooms located at the corner of Natalie Street and Boyett Street. The College Station portion of the project consisted of a 7-story, 280,266 SF building with 178 Units containing a total of 578 bedrooms and an 8-story, 240,112 SF parking garage located in the City's Northgate District bounded by Wellborn Road, First Street, Spruce Street and Boyett Street. This project completed construction and opened in August 2017 and was certified LEED Silver in 2018.

The Domain at Northgate

Located in the Northgate District of College Station, The Domain at Northgate property consists of a 3.33 acre tract located in the Boyett Estate Partition. It is bounded by Church Avenue, First Street, Louise Avenue, and Wellborn Road. The project consisted of a single level parking deck, a surface parking lot, an outdoor pool and amenity area as well as a 4-story mixed use structure with a footprint of approximately 45,820 square feet. Mitchell & Morgan provided a Feasibility Analysis to identify the site locations constraints and required entitlement process steps that would be necessary for the redevelopment of the property. We also provided all civil design services that included a demolition plan, a site plan, a utility relocation plan, waterline design, sanitary sewerline design, storm sewer design, and underground detention design.

Additional multi-family project Experience

- The Otto Student Housing
- The Rev Student Housing Civil Consulting Services, College Station, Texas
- The Standard at College Station Civil Consulting Services, College Station, Texas
- Northpoint Crossing, College Station, Texas
- The Lofts at Wolf Pen Creek, College Station, Texas



VERONICA J.B.
MORGAN, PE, CFM
Managing Partner

EDUCATION

Master of Engineering, Civil
Engineering, Water Resources,
1993, Texas A&M University, College
Station, Texas

Bachelor of Science, Civil
Engineering, 1985, Texas A&M
University, College Station, Texas

REGISTRATION

Professional Engineer:
TX (# 77689) (Exp: 06/2025)

Certified Flood Plain Manager:
TX (# 0617-04) (Exp: 12/2024)

PROFESSIONAL AFFILIATIONS

- American Society of Civil
Engineers
- Texas Society of Professional
Engineers
- National Society of Professional
Engineers
- American Water Works Association
- National Association of State
Floodplain Managers
- National Association of State
Floodplain Managers
- Order of the Engineer

MITCHELL & MORGAN, LLP (M&M)

ABOUT OUR PROJECT ENGINEER

Mr. Batenhorst has worked for M&M since 2002 and has 28 years of experience designing projects which include site design, roadway design, drainage design, utility design, and sidewalk design.

AWARDS + HONORS

- Young Engineer of the Year, Brazos Chapter, TSPE, 2002
- Chi Epsilon, Civil Engineering Honor Society



**JAMES T.
BATENHORST, PE**
Jr. Partner

EDUCATION

Bachelor of Science, Civil
Engineering, 2002, Texas A&M
University, College Station, Texas

Bachelor of Science, Engineering
Technology, 1996, West Texas A&M
University, Canyon, Texas

REGISTRATION

Professional Engineer:
TX (# 93631) (Exp: 03/2025)

PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- Texas Society of Professional Engineers
- National Society of Professional Engineers
- Institute of Transportation Engineers
- Order of the Engineer

RELEVANT PROJECTS:

Northpoint Crossing

Northpoint Crossing is a mixed-use, student housing development located in College Station, Texas. With more than 53,000 SF of retail and restaurants, 3 parking garages and more than 1,800 residences, this site is one of the most vibrant and inviting urban destinations in town. It complements the urban development of several nearby areas such as Northgate and Texas A&M University. M&M completed the entitlement process for the project as well as provided all civil design, utilities, thoroughfare design and permit coordination with all regulatory entities. Construction for Phase I was completed in August 2014 with Phase 2 being completed in August 2015.

The Domain at Northgate

Located in the Northgate District of College Station, The Domain at Northgate property consists of a 3.33 acre tract located in the Boyett Estate Partition. It is bounded by Church Avenue, First Street, Louise Avenue, and Wellborn Road. The project consisted of a single level parking deck, a surface parking lot, an outdoor pool and amenity area as well as a 4-story mixed use structure with a footprint of approximately 45,820 square feet. M&M provided a Feasibility Analysis to identify the site locations constraints and required entitlement process steps that would be necessary for the redevelopment of the property. We also provided all civil design services that included a demolition plan, a site plan, a utility relocation plan, waterline design, sanitary sewerline design, storm sewer design, and underground detention design.

Additional multi-family project Experience

- Springs at University Drive, Bryan, Texas
- The Cottages at College Station, College Station, Texas
- The Junction Cottages & Townhomes, College Station, Texas
- The Retreat at College Station, College Station, Texas
- The Lofts at Wolf Pen Creek, College Station, Texas
- SoCo at TowerPoint Apartments, College Station, Texas
- Holleman Crossing Apartments, College Station, Texas

MITCHELL & MORGAN, LLP (M&M)



**JOAQUIN U.
JARAMILLO, PE**
Jr. Partner

EDUCATION

Bachelor of Science,
Civil Engineering, 2002,
Texas A&M University,
College Station, Texas

REGISTRATION

Professional Engineer:
TX (# 116893) (Exp: 03/2025)

PROFESSIONAL AFFILIATIONS

- American Society of
Civil Engineers
- Texas Society of
Professional Engineers
- National Society of
Professional Engineers

ABOUT OUR PROJECT ENGINEER

Mr. Jaramillo serves as a Project Manager and/or a Project Engineer depending on the project opportunity. He has worked with M&M since 2000 and has 28 years of experience designing projects which include site design, paving design, drainage design, utility design, and sidewalk design. Mr. Jaramillo has worked on numerous projects that had difficult ADA / grading issues. He is meticulous with his grading and his attention to detail has helped solve numerous onsite ADA issues. His attention to detail on his projects is evidenced by the small number of contractor field questions that occur on his projects.

RELEVANT PROJECTS:

The Otto Student Housing

Opening in August 2024, The Otto is a new student housing project located in the Northgate District of College Station, Texas. The site is approximately 2.128 acres and bounded by Maple Avenue, First Street, Louise Avenue, and Wellborn Road. The project consists of a high-rise building with multiple residential floors and parking levels. M&M's services included a feasibility analysis, a demolition plan, a site plan, a utility relocation plan, waterline design, sanitary sewerline design, storm sewer design, and an above ground detention vault located in the garage. Additionally, we processed a separate demolition / utility reroute for the project that involved coordination with several franchise utility providers, the removal of onstreet parking through City Council, a PIP application, a zoning letter, and height variance to the Easterwood Airport Zoning Ordinance.

415 College Main Student Housing

Located in the Northgate District, this project is wrapping up permitting and should start construction in the spring of 2025. The project will consist of a 20-story student oriented multi-family housing building with an 8-story garage and 12-stories of residential units above. There will also be a residential amenity area with a pickleball court adjacent to the building and a flat concrete yard that will serve as "Trash pickup" area that is located across from the main project site. M&M provided a feasibility analysis, civil design services, and additional entitlement services.

Additional multi-family project Experience

- Northpoint Crossing
- Sterling Northgate (KNA Lark Northgate)
- The Cottages at College Station, College Station, Texas
- The Lofts at Wolf Pen Creek, College Station, Texas
- Holleman Crossing Apartments, College Station, Texas
- River Oaks Townhomes, College Station, Texas
- Gateway Villas Phase 5, College Station, Texas
- Autumn Chase Villas, College Station, Texas
- Reveille Ranch Apartment Improvements, Bryan, Texas

MITCHELL & MORGAN, LLP (M&M)



**KERRY N.
PILLOW, MBA, PMP**
Asst. Project Manager

EDUCATION

Master of Business Administration,
2013, Texas State University, San
Marcos, Texas

Bachelor of Science, Sport
Management, 2006, Texas A&M
University, College Station, Texas

REGISTRATION

Project Management Professional:
PMP# 2144508
Exp: 1/21/2027

Project Management Professional:
AICP# 34017
Exp: 12/31/2025

PROFESSIONAL AFFILIATIONS

- Project Management Institute
- American Planning Association
- American Planning Association
Texas Chapter

ABOUT OUR PROJECT ENGINEER

Ms. Pillow will serve as an Assistant Project Manager aiding with the administrative coordination of this project. She has a Master of Business Administration and is a certified Project management Professional (PMP). Her organization skills and tenacity to exceed project requirements will be extremely beneficial to the execution as well as the monitoring and control of this project. Her knowledge of the City of College Stations development process and her previous experience with projects in the Northgate District makes her an invaluable asset to development projects in this area.

RELEVANT PROJECTS:

Sterling Northgate

Located in both the City of Bryan and the City of College Station, the Sterling Northgate project was a very unique and rewarding student housing development. In the City of Bryan, the project consisted of a 3-story, 80,270 SF building with 54 units containing a total of 171 bedrooms located at the corner of Natalie Street and Boyett Street. The College Station portion of the project consisted of a 7-story, 280,266 SF building with 178 Units containing a total of 578 bedrooms and an 8-story, 240,112 SF parking garage located in the City's Northgate District bounded by Wellborn Road, First Street, Spruce Street and Boyett Street. This project completed construction and opened in August 2017 and was certified LEED Silver in 2018.

The Standard at College Station (Civil Consulting Services)

The Standard at College Station is a high-rise student housing development located in College Station's Northgate District. MGM provided local development assistance for this project such as assistance and review of the site construction plans for the project which included, a demolition plan, traffic control site, pavement, grading, utility and drainage design which included underground detention. MGM aided in processing the Site Plan Application, the Northgate Building Review Application, a Private Improvements in a Public Right-of-Way (PIP) Application, Easement Dedication Application and the submission of all Record Drawings. After construction and an as-built survey were completed, two minor building encroachments were identified and MGM processed a License to Encroach Application for the property owner.

Additional multi-family project Experience

- 415 College Main Student Housing
- The Otto Student Housing
- The Rev Student Housing Civil Consulting Services, College Station, Texas
- Springs at University Drive, Bryan, Texas
- The Cottages at College Station, College Station, Texas
- The Junction Cottages & Townhomes, College Station, Texas
- The Retreat at College Station, College Station, Texas
- Holleman Crossing Apartments, College Station, Texas

THE OTTO STUDENT HOUSING

COLLEGE STATION, TEXAS

COMPLETED - 2024

TEAM LEADERS

Veronica J.B. Morgan, PE, CFM
Joaquin Jaramillo, PE
Kerry Pillow, MBA, PMP, AICP

CLIENT

Parallel Co.

ARCHITECT OF RECORD

BOKA Powell

ROLE OF FIRM

Prime - Civil

MITCHELL & MORGAN, LLP (M&M)

This new student housing project is wrapping up construction and opened in August 2024. The property consists of a 2.128 acre tract located in the Boyett Estate Partition. It is bounded by Maple Avenue, First Street, Louise Avenue, and Wellborn Road. The project consists of a high-rise building with multiple residential floors and parking levels.

M&M provided a Feasibility Analysis to identify the site locations constraints and required entitlement process steps that would be necessary for the redevelopment of the property. We provided design services that included a demolition plan, a site plan, a utility relocation plan, waterline design, sanitary sewerline design, storm sewer design, and an above ground detention vault located in the garage.

To ensure that the site development could be approved and construction started when desired, M&M submitted the site demolition plan and a utility reroute for separate review and approval. The utility reroute plan required the coordination with several utility providers including College Station Utilities, College Station Fiber/ IT Department, Suddenlink, Frontier, and ATMOS.

M&M's other services included processing the demolition permits for 10-structures onsite, the removal of onstreet parking through City Council, a Private Improvements in a Public Right-Of-Way (PIP) application, requesting a zoning letter for the development and requesting a height variance to the Easterwood Aiport Zoning Ordinance to allow for two (2) tower cranes.



THE REV STUDENT HOUSING

COLLEGE STATION,
TEXAS

COMPLETED - 2023

TEAM LEADERS

Veronica J.B. Morgan, PE, CFM
Kerry Pillow, MBA, PMP, AICP
Crissy Hartl, AICP

CLIENT

Parallel Co.

ARCHITECT OF RECORD

Rhode Partners

ROLE OF FIRM

Civil Consulting Engineer

MITCHELL & MORGAN, LLP (M&M)

This 802 bedroom, 19-story high-rise student housing project is one of the tallest residential development project in College Station. Construction was completed in late summer 2023.

M&M was first enlisted as a Consulting Engineer Firm to provide research, submit an application and process a height variance to the Easterwood Airport Zoning Ordinance. The request was for an 82-ft variance to the horizontal surface and required FAA Determination letters for the building, coordination with the Texas A&M University Systems and coordination with the Easterwood Airport Manager. The request was approved by the Zoning Board of Adjustment in December 2020.

M&M aided in processing the Northgate Building Review Application, an administrative adjustment, and by requesting a zoning letter for the project.



415 COLLEGE MAIN STUDENT HOUSING

COLLEGE STATION, TEXAS

**PERMITTED - PENDING
CONSTRUCTION**

TEAM LEADERS

Veronica J.B. Morgan, PE, CFM
Joaquin Jaramillo, PE
Kerry Pillow, MBA, PMP, AICP

CLIENT

Pinecrest, LLC

ARCHITECT OF RECORD

Rhode Partners

ROLE OF FIRM

Prime - Civil

MITCHELL & MORGAN, LLP (M&M)

The 415 College Main Student Housing project is wrapping up site permitting and is expected to start construction in spring 2025. The site is approximately 1.072 acres. This property is located at 415 College Main at the southwest corner of College Main and Cherry Street in College Station, Texas. The project will consist of a 20-story student oriented multi-family housing building with an 8-story garage and 12-stories of residential units above. There will also be a residential amenity area with a pickleball court adjacent to the building and a flat concrete yard that will serve as "Trash pickup" area that is located across from the main project site.

M&M provided a Feasibility Analysis to identify the site locations constraints and required entitlement process steps that would be necessary for the redevelopment of the property. We provided design services that included a demolition plan, a site plan, a utility relocation plan, waterline design, sanitary sewerline design, storm sewer design, and an above ground detention vault located in the garage. Additionally, we coordinated with several utility providers including College Station Utilities, College Station Fiber/ IT Department, Suddenlink, Frontier, and ATMOS regarding the design of this project.

M&M's other services including processing the removal of onstreet parking through City Council, a Private Improvements in a Public Right-Of-Way (PIP) application, and requesting a height variance to the Easterwood Aiport Zoning Ordinance to allow for the proposed building height, a tower crane, and a crawler crane, which all exceeded the maximum allowable height of 470.6' to the horizontal surface. The request required FAA Determination letters, coordination with the Texas A&M University Systems and coordination with the Easterwood Airport Manager.



STERLING NORTHGATE BRYAN & COLLEGE STATION, TEXAS

- 2017

TEAM LEADERS

Veronica J.B. Morgan, PE, CFM
Joel J. Mitchell, PE, PMP
James T. Batenhorst, PE
Joaquin U. Jaramillo, PE
Kerry Pillow, MBA, PMP, AICP

CLIENT

The Dinerstein Companies

ARCHITECT OF RECORD

Humphreys & Partners Architects

ROLE OF FIRM

Prime - Civil

COST OF PROJECT

\$31.8 Million (Construction Cost)

MITCHELL & MORGAN, LLP (M&M)

Located in both the City of Bryan and the City of College Station, the Sterling Northgate (know known as Lark Northgate) project was a very unique and rewarding student housing development. Mitchell & Morgan was able to provide an array of civil services for this project in an effort to help the developer navigate the entitlement process within both cities.

In the City of Bryan, the project consisted of a 3-story, 80,270 SF building with 54 units containing a total of 171 bedrooms located at the corner of Natalie Street and Boyett Street. The entitlement process for this portion of the project included a rezoning, replat, demolition plan, site plan, a traffic control plan, a Special Use License to allow private improvements within the right-of-way and the offsite extension and/or replacement of 1,471 LF of 8" waterline that included oversized participation from the City.

The College Station portion of the project consisted of a 7-story, 280,266 SF building with 178 Units containing a total of 578 bedrooms and an 8-story, 240,112 SF parking garage located in the City's Northgate District bounded by Wellborn Road, First Street, Spruce Street and Boyett Street. The entitlement process in College Station included a demolition plan, two-site plans, a traffic control plan, a PUE abandonment, a ROW abandonment, two PIP applications to allow private improvements within the right-of-way and a replat.

This project completed construction and opened in August 2017.



THE DOMAIN AT NORTHGATE COLLEGE STATION, TEXAS

COMPLETED - 2015

TEAM LEADERS

Veronica J.B. Morgan, PE, CFM
Joel J. Mitchell, PE, PMP
James T. Batenhorst, PE
Joaquin U. Jaramillo, PE
Kerry Pillow, MBA, PMP, AICP

CLIENT

DRI/APRC Northgate, LLC

ARCHITECT OF RECORD

Meeks + Partners
Jimmy Loos

ROLE OF FIRM

Prime - Civil

COST OF PROJECT

\$15.2 Million (Construction Cost)

MITCHELL & MORGAN, LLP (M&M)

Located in the Northgate District of College Station, The Domain at Northgate property consisted of a 3.33 acre tract located in the Boyett Estate Partition. It is bounded by Church Avenue, First Street, Louise Avenue, and Wellborn Road. The project consisted of a single level parking deck, a surface parking lot, an outdoor pool and amenity area as well as a 4-story mixed use structure with a footprint of approximately 45,820 square feet.

M&M provided a Feasibility Analysis to identify the site locations constraints and required entitlement process steps that would be necessary for the redevelopment of the property. We provided design services that included a demolition plan, a site plan, a utility relocation plan, waterline design, sanitary sewerline design, storm sewer design, and underground detention design.

M&M in conjunction with the City of College Station and Carleton Construction, Ltd. planned, scheduled and held a public meeting with the Northgate Merchant's Association and residents regarding the temporary removal of parking along First Street from Boyett to Church Street to allow for construction staging that would be effective for the duration of the construction of The Domain at Northgate. This project was completed and opened in the Fall of 2015.



THE STANDARD AT COLLEGE STATION

COLLEGE STATION,
TEXAS

COMPLETED - 2018

TEAM LEADERS

Veronica J.B. Morgan, PE, CFM
Kerry Pillow, MBA, PMP, AICP

CLIENT

Williams & Associates Engineers

ARCHITECT OF RECORD

CES Design Group, Inc.

ROLE OF FIRM

Civil Consulting Engineer

MITCHELL & MORGAN, LLP (M&M)

The Standard at College Station is a high-rise student housing development located in College Station's Northgate District. The site is located on 2.096-acres of land surrounded by 1st Street, Louise Avenue, and Boyett Street. The building includes 302-units with a range of 1-6 bedroom units and is 11-stories (468,113-SF) with an attached 11.5 story parking garage (325,531-SF). The building height is 127-FT above ground level or at 470-FT above mean sea level which met the FAA's building height restrictions for the area surrounding Easterwood Airport. FAA Determination was received for the building and the crane that would be used for construction.

M&M was enlisted as a Consulting Engineer Firm to provide local development assistance for this site development project. Early on in the project, M&M aided our Client by requesting and securing a sewer capacity letter and a zoning letter for the project. For the zoning letter, we worked with City Staff to amend the Development Ordinance to allow for 5 and 6-bedroom units in the Northgate District.

M&M provided assistance and review of the site construction plans for the project which included, a demolition plan, traffic control site, pavement, grading, utility and drainage design which included underground detention. M&M aided in processing the Site Plan Application, the Northgate Building Review Application, a Private Improvements in a Public Right-of-Way (PIP) Application, Easement Dedication Application and the submission of all Record Drawings.

After construction and an as-built survey were completed, two minor building encroachments were identified and M&M processed a License to Encroach Application for the property owner.



THE LOFTS AT WOLF PEN CREEK

COLLEGE STATION,
TEXAS

COMPLETED - 2009

TEAM LEADERS

Veronica J.B. Morgan, PE, CFM
Joaquin Jaramillo, PE

CLIENT

Asset Plus Companies

ARCHITECT OF RECORD

Meeks + Partners

ROLE OF FIRM

Prime - Civil

COST OF PROJECT

\$27 Million (Construction Cost)

MITCHELL & MORGAN, LLP (M&M)

The Lofts at Wolf Pen Creek is an approximately 430,000 square foot mixed-use development with approximately 9,000 SF of office, retail and/or restaurant space located on the first floor and 253 residential loft units located on the upper floors. The project also included a multi-story parking garage with over 700 parking spaces.

Our design services included site planning, grading design, drainage design, utility design, paving design and the extension of Manuel Drive so that it now connects to Dartmouth Drive.

Because of the high-density, urban nature of this development, the size restrictions of the site presented challenges for utility placement.



NORTHPOINT CROSSING COLLEGE STATION, TEXAS

COMPLETED - 2015

TEAM LEADERS

Veronica J.B. Morgan, PE, CFM
Joel J. Mitchell, PE, PMP
James T. Batenhorst, PE
Joaquin U. Jaramillo, PE
Kerry Pillow, MBA, PMP, AICP

CLIENT

Woodridge Capital Investments
Capstone Collegiate Communities

ARCHITECT OF RECORD

Humphreys & Partners Architects

ROLE OF FIRM

Prime - Civil

COST OF PROJECT

\$85 Million (Estimate)

MITCHELL & MORGAN, LLP (M&M)

This project consisted of the redevelopment of an iconic landmark, the Plaza Hotel, in College Station. The hotel had stood at the intersection of Texas Avenue and University Drive for more than 50 years. To redevelop this parcel at this major intersection, the old hotel had to be removed. A first in College Station, M&M coordinated all major stakeholders in the site demolition and implosion of the main 17-story tower building. The implosion was a major event in College Station, even making national news coverage.

The new product for the site is a mixed-use, student housing development – Northpoint Crossing. With more than 53,000 SF of retail and restaurants, three (3) parking garages and more than 1,800 residences. It complements the urban development of Northgate and Texas A&M University. M&M completed the entitlement process for the project as well as provided all civil design, utilities, thoroughfare design and permit coordination with all regulatory entities. Phase I was completed in August 2014 and Phase 2 was completed in August 2015.



NORTHGATE PROJECT EXPERIENCE

COLLEGE STATION,
TEXAS



Church Avenue Reconstruction Phase 1

M&M was responsible for the design of the rehabilitation of Church Avenue in College Station between Wellborn Road and College Main. This included the rehabilitation of approximately 1275 linear feet of Church Avenue, including pavement, decorative intersection treatments, stamped colored concrete sidewalks and storm drainage/inlets. This project was located in the Northgate Historical District of College Station and as such had to meet aesthetic guidelines. This project was designed to upgrade an existing semi-rural roadway section to a full urban section with an eye toward aesthetically appealing details. It also incorporated the removal of overhead power distribution lines and the installation of decorative street lighting. This project was designed in 2000-2001 and constructed in 2001-2002.



Church Avenue Reconstruction Phase 1I

M&M was responsible for the design of the rehabilitation of Church Avenue in College Station between College Main and Nagle. This included the rehabilitation of approximately 950 linear feet of Church Avenue, including pavement, decorative intersection treatments, stamped colored concrete sidewalks, storm drainage/inlets, and tree wells with street trees. This project was located in the Northgate Historical District of College Station and as such had to meet aesthetic guidelines.

There are several mature trees along this route and special protection and specifications were written to protect these trees. In addition, this area is a high traveled pedestrian and bicycle area and special conditions were written to accommodate continued bicycle and pedestrian movement thru the area. This project was designed to upgrade an existing roadway section to a full urban section with aesthetically appealing details. It also incorporated the removal of overhead power distribution lines and the installation of decorative street lighting. This project completed construction in early 2009 and the construction cost was \$1.1 Million.

MITCHELL & MORGAN, LLP (M&M)



Second Street Promenade

This project converted the existing Second Street right-of-way into a pedestrian mall area. The project incorporated brick paver accents, landscaped areas, benches, historical lighting, public art display areas, and electrical and water connections for street parties and events. The project is located in the Northgate Historical District of College Station and it established, as well as continued, aesthetic design elements contained within the Northgate area.

M&M was responsible for the design of the Second Street Promenade project in College Station. The project included stamped colored concrete plazas, planters, and public art areas.

Coordination occurred with several property owners, the adjacent private dormitory, utilities, City of College Station Engineering Department, The City of College Station Parks Department, College Station Fire Department, as well as with the local merchants and other interested parties in the area. These groups were very involved in the overall planning and design process. This project was designed in 2000-2002 and constructed in 2002-2003.



A&M United Methodist Church fellowship hall + Lodge Street Closure

This project included the design and construction of an approximately 22,000 square foot Fellowship Hall for A&M United Methodist Church, located at the corner of Church Street and College Main in the Northgate Historical District of College Station. Due to its location in the Northgate Historical District, this project was required to meet all aesthetic requirements of the Northgate area. M&M was responsible for the site grading, drainage analysis, utility plan and profiles and coordination with the City. Because of the confined site area and the site location in the busy Northgate Area, this project had significant utility, grading and construction challenges.

As part of the A&M United Methodist Church Campus Master Plan, Lodge Street was slated to become a pedestrian only area. This project included negotiations with the City to close Lodge Street to vehicular travel and restrict it to pedestrian use only. M&M designed the conversion including drainage design and traffic modifications to signage for the closure. The traffic modifications here required the change in the one-way circulation on Patricia Street. The construction costs were \$4 Million.



Baptist Student Center

Located in the Northgate Historical District of College Station, this project entailed the rebuilding of an approximately 10,000 square foot ministry center for the Baptist Student Association. M&M designed all civil components to this project including site design, utilities, parking lot design and grading for the project. The site design included all Northgate design components.

Attorney

**HAND
ARENDALL**

HAND  ARENDALL
LLC • LAWYERS

Hand Arendall - as Capstone's lead transaction attorney, David A. Ryan's legal practice encompasses a broad array of transactions, ranging from developments involving real estate to securities offerings to mergers and acquisitions. His practice generally can be grouped in to the following categories: Real Estate, Condominiums, Ground Leases, Public-Private Partnerships, Securities and Mergers and Acquisitions.

As an integral component of David's real estate development experience, he has been involved in a multitude of condominium developments, including mixed-use, residential, commercial, vertical, horizontal and land condominiums. Such projects have included procurement of air rights, subterranean rights, lighting rights and other issues associated with high-rise/high-density developments. These transactions have involved private parties, public entities and governmental institutions, and in some instances have involved private, public and governmental participation in a single development.

Ground Leases – Ground lease structures are a recurring theme in David's practice, and he has negotiated such arrangements in connection with a variety of real estate transactions, some of which involve condominiums, others which involve private and public institutions, and many of which have involved both public and private universities. As a component of his ground lease experience, David has structured sub-ground leases as a derivative component of master ground lease structures and has negotiated ground lease conversions to fee ownership interests. The specific issues pertaining to title insurance represented by ground lease transactions are an area in which David has been heavily involved.

REDEVELOPMENT PROPOSAL

COLLEGE STATION

January 9, 2025

Item No. 8.6.

HOME Funding Agreement with Elder Aid for 1116 Detroit

Sponsor: Raney Whitwell, Community Development Analyst

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a HOME Investment Partnership Program funding agreement in the amount of \$249,000 with Elder Aid, Inc. for the acquisition and rehabilitation of 1116 Detroit for use as an affordable rental unit for an income qualified elderly household.

Relationship to Strategic Goals:

Core Services & Infrastructure, Neighborhood Integrity

Recommendation(s): Staff recommends Council consideration of approval for a HOME funding agreement with Elder Aid.

Summary: The 2020 - 2024 adopted Community Development Consolidated Plan and the 2024 Annual Action Plan identified the need to work with partners for the development of affordable housing for both homeowners and renters. A Request for Proposal for the Development of Affordable Housing was released on November 19, 2024 and closed on December 5, 2024. One response was received from Elder Aid, Inc. Elder Aid's proposal included funding for the acquisition and rehabilitation of a 2-bedroom house located at 1116 Detroit. Upon completion of the rehabilitation, the dwelling will be utilized for affordable, elderly rental housing. The property will be maintained by Elder Aid for 20 years as an affordable rental unit and a Land Use Restriction Agreement will be utilized as the legal mechanism to ensure affordability. HOME Investment Partnership Program (HOME) grant funds are included in the FY2025 Community Development budget for acquisition and rehabilitation activities. Elder Aid will provide in-kind match through volunteer hours, which is monetized at approximately \$18,000. HOME requires a 50% match in FY2025. Elder Aid is currently the only organization partnering with the City of College Station which provides volunteer hours as a match.

Elder Aid works to minimize the stress of the elderly as they cope with affordable housing, health, and wellness, inadequate funding for basic needs, loneliness, disabilities, and the loss of loved ones. Their mission is to ensure that the elderly in the Brazos Valley remain independent and in the community for as long as possible. Elder Aid has partnered with the City of College Station since 2015 and has received \$3,315,329 to acquire and rehabilitate 29 rental units.

Budget & Financial Summary: HOME Investment Partnership Program grant funds in the amount of \$249,000 are available in the FY2025 Community Development fund and budgeted for Acquisition/Rental Rehabilitation activities.

Attachments:

1. 1116 Detroit - HOME Funding Agreement
2. Location Map 1116 Detroit



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300244 PROJECT #: CD2510 BID/RFP/RFQ#: 25-023

Project Name / Contract Description: 1116 Detroit Street Elder Aid Acquisition/Rehabilitation

Name of Contractor: Elder-Aid, Inc.

CONTRACT TOTAL VALUE: \$ 249,000.00

Grant Funded Yes ☒ No ☐

If yes, what is the grant number: M-21-MC-48-0219 & M-2

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 # ☐ OTHER

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

The 2024 Affordable Housing RFP was released on X and closed on X. It received 1 bid to acquire and rehabilitate 1116 Detroit Street for use by Elder-Aid, Inc. as a rental unit for elderly households at or below 60% the Area Median Income (AMI). This \$249,000.00 contract is funded by the City's HOME grant, grant years 21 & 22, \$190,000.00 of which is for acquisition costs, \$10,000.00 in developer fees, and the remaining \$49,000.00 is for rehabilitative services.

(If required)*

CRC Approval Date*: 12/12/24 Council Approval Date*: 01/09/25 Agenda Item No*:

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

Insurance Certificates: DDV Performance Bond: n/a Payment Bond: n/a Info Tech: n/a

SIGNATURES RECOMMENDING APPROVAL

Debbie Eller
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

12/31/2024
DATE

[Signature]
ASST CITY MGR – CFO

12/31/2024
DATE

David Purnell
LEGAL DEPARTMENT

1/2/2025
DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

n/a

MAYOR (if applicable)

DATE

n/a

CITY SECRETARY (if applicable)

DATE

**CITY OF COLLEGE STATION
HOME INVESTMENT PARTNERSHIP FUNDING AGREEMENT**

**ARTICLE I
PARTIES**

1.01 This HOME Allocation of Funding Agreement (the “Agreement”) is between the **City of College Station** (“City”), a **Texas Home Rule Municipal Corporation**, and ELDER-AID, INC. (“Sub-Recipient”), a Texas Non-Profit Corporation (collectively referred to as the “Parties”).

**ARTICLE II
AGREEMENT PERIOD**

2.01 This Agreement will terminate on January 9th, 2026, unless extended by a written agreement. This Agreement will remain valid throughout the “Period of Affordability” as defined in 22.02.

**ARTICLE III
SUB-RECIPIENT PERFORMANCE**

3.01 Sub-Recipient shall complete at least one Project consisting of the acquisition and rehabilitation of 1116 Detroit Street, College Station, TX 77840, and provide no less than one (1) affordable unit to be rented to elderly households at or below 60% Area Median Income (AMI) (“Project” or “Projects”) in the City of College Station in accordance with the HOME INVESTMENT PARTNERSHIPS ACT, 42 U.S.C. § 12701 (THE ACT) and the implementing regulations, 24 C.F.R. PART 92, and the HOME INVESTMENT PARTNERSHIPS PROGRAM RULES.

3.02 Sub-Recipient shall perform the Project and all activities in accordance with the terms of the performance statement hereto incorporated here as **Exhibit A**, (“Performance Statement”); the budget hereto incorporated here as **Exhibit B**, (“Budget”); the project implementation schedule hereto incorporated here as **Exhibit C**, (“Project Implementation Schedule”); the applicable laws and regulations hereto incorporated here as **Exhibit D**, (“Applicable Laws and Regulations”); the certifications hereto incorporated here as **Exhibit E**, (“Certifications”); the insurance requirements and certificates of insurance hereto incorporated here as **Exhibit F** (“Insurance Requirements and Certificates of Insurance”), the assurances, covenants, warranties, certifications, and all other statements made by Sub-Recipient in its application for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

3.03 In the event the affordability requirements of 24 C.F.R. § 92.254 are not satisfied by Sub-Recipient hereunder, Sub-Recipient shall bear ultimate responsibility for repayment of HOME funds to the City.

3.04 In the event that there is program income, repayments, or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503, as outlined in the Performance Statement, “**Exhibit A**”.

3.05 If applicable, Sub-Recipient agrees that all prospective purchasers of housing funded under this Agreement will comply with the City of College Station Down Payment Assistance Program (DAP) guidelines.

ARTICLE IV PAYMENT AND CITY OBLIGATIONS

4.01 Project Costs. In consideration of full and satisfactory performance of the activities referred to in Article V of this Agreement, City may reimburse for actual and reasonable costs up to the amount of TWO HUNDRED FORTY NINE THOUSAND and 00 /100 DOLLARS (\$ 249,000.00) that will be paid from the Fiscal Year 22 & 23 Community Development Budget (HUD Grant Year 21 & 22). These costs incurred by Sub-Recipient during the Agreement Period for performances rendered under this Agreement by Sub-Recipient are subject to the limitations set forth in this Article IV.

- (a) The Parties agree that City's obligations to meet City's liabilities under Article IV of this Agreement are contingent upon the actual receipt of adequate local or federal funds. If adequate funds are not available to make payments under this Agreement, the City shall notify Sub-Recipient in writing within a reasonable time after it is determined funds are not available. The City shall then terminate this Agreement and will not be liable for failure to make payments to Sub-Recipient under this Agreement.
- (b) City shall not be liable to Sub-Recipient for any costs incurred by Sub-Recipient, or any portion thereof, which have been paid to Sub-Recipient or which are subject to payment to Sub-Recipient, or which have been reimbursed to Sub-Recipient, or are subject to reimbursement to Sub-Recipient, by any source other than City or Sub-Recipient.
- (c) City shall not be liable to Sub-Recipient for any costs incurred by Sub-Recipient which are not eligible project costs, as set forth in 24 C.F.R. § 92.206(A) and Article VI of this Agreement. Funds provided under this Agreement shall not be used nor shall City be liable for payment of costs associated directly or indirectly incurred because of prohibited activities as defined in 24 C.F.R. § 92.214.
- (d) City shall not be liable to Sub-Recipient for any costs incurred by Sub-Recipient or for any performances rendered by Sub-Recipient which are not strictly in accordance with the terms of this Agreement, including the terms of the Exhibits of this Agreement.
- (e) City shall not be liable for costs incurred or performance rendered by Sub-Recipient before commencement or after termination of this Agreement.

4.02 Limit of Liability

- (a) **Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by City under this Agreement shall under no circumstances exceed**

TWO HUNDRED FORTY NINE THOUSAND
(\$ 249,000.00), from the HUD Grant Year 21 & 22 and 00 /100 Dollars,
Budget.

Article V DISBURSEMENT OF FUNDS

5.01 City shall pay costs incurred which it determines are eligible in its sole discretion and which are properly submitted under this Agreement in accordance with the requirements of 24 C.F.R. § 92.502. Sub-Recipient may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred and may not include amounts for prospective or future needs.

5.02 Any and all Program Income as defined by 24 C.F.R. § 84.2 must be disbursed by Sub-Recipient prior to requesting a disbursement of funds from the City.

5.03 The Parties agree that City's obligations to make payments under this Agreement are contingent upon Sub-Recipient's full and satisfactory performance of its obligations under this Agreement. City reserves the right to recover, recapture or offset funds paid under this Agreement in the event City determines Sub-Recipient will be unable to commit or expend funds within the prescribed time, as determined by the City. Sub-Recipient agrees to refund to the City all funds that the City in its sole discretion determines to have been used for ineligible or unapproved purposes. Such refunds will be made within thirty (30) days of notification by the City of the ineligible expenditure.

ARTICLE VI UNIFORM ADMINISTRATIVE REQUIREMENTS

6.01 Sub-Recipient shall comply with the requirements of 24 C.F.R. 200, including utilization of adequate internal controls, as modified by 24 C.F.R. §92.505.

ARTICLE VII RETENTION AND ACCESSIBILITY OF RECORDS

7.01 Sub-Recipient must establish and maintain sufficient records, including those listed under 24 C.F.R. § 92.508. The sufficiency of the records will be determined by City.

7.02 All records pertinent to this Agreement shall be retained by Sub-Recipient for five calendar years after the Period of Affordability, specified in Section 22.02, has expired with the following are exceptions:

- (a) If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been finally resolved, including all legal and administrative appeals.

- (b) Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 C.F.R. § 92.353.

7.03 Sub-Recipient shall give HUD, the Comptroller General of the United States, the City of College Station, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Sub-Recipient pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Sub-Recipient. Sub-Recipient agrees to maintain such records in a location accessible to the above-named persons and entities.

7.04 Sub-Recipient shall require the substance of this Article VII to be included in all subcontracts for the use of funds under this Agreement.

7.05 Sub-Recipient must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the TEXAS PUBLIC INFORMATION ACT.

ARTICLE VIII REPORTING REQUIREMENTS

8.01 Sub-Recipient shall submit to City such reports on the operation and performance of this Agreement as may be required by City including, but not limited to the reports specified in this Article VIII.

8.02 Sub-Recipient shall provide City with all reports necessary for City's compliance with 24 C.F.R. §§ 92.508, 92.509 and 24 C.F.R. SUBPART K or any other applicable statute, law or regulation. Sub-Recipient agrees to furnish the City with information on program participants, including: income verifications, race, ethnicity, age, sex, family status, disability status and head-of-household status.

8.03 Sub-Recipient will report any project or program delays or modifications and await City approval before proceeding.

8.04 Sub-Recipient will also report any instances of client fraud or program abuse to the City. Sub-Recipient agrees to meet with the City to discuss progress or concerns as the need arises and at the City's request.

8.05 Sub-Recipient agrees to report on a semi-annual basis to the City on program or project status. This must be a written report of the status on recently completed, ongoing, and pre-approved programs or projects and must include information for the reporting period to include the status on: applicant approvals/denials; projects/programs approved; fund disbursements; project bidding information; property sales; contractor/subcontractors utilization to include: race, sex, ethnicity, addresses, social security numbers and amounts billed and paid; use of program income, repayments, and recaptured funds; and other information as specified by the City.

8.06 In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the Parties hereto that if Sub-Recipient fails to submit to City in a timely and satisfactory manner any report required by this Agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Sub-Recipient hereunder. If City withholds such payments, it shall notify Sub-Recipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Sub-Recipient fully cures or performs any and all delinquent obligations identified as the reason funds are withheld.

ARTICLE IX MONITORING

9.01 The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. After each monitoring visit, City shall provide Sub-Recipient with a written report of the monitor's findings. If the monitoring reports note deficiencies in Sub-Recipient's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Sub-Recipient. Failure by Sub-Recipient to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Article XVIII and XIX of this Agreement.

ARTICLE X INDEPENDENT CONTRACTOR

10.01 In all activities or services performed hereunder, the Sub-Recipient is an independent contractor and not an agent or employee of the City. The Sub-Recipient, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. The Sub-Recipient shall supply all materials, equipment and labor required for the execution of the work on the Project. The Sub-Recipient shall have ultimate control over the execution of the work under this Agreement. The Sub-Recipient shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees, volunteers and subcontractors, and the City shall have no control of or supervision over the employees or volunteers of the Sub-Recipient or any of the Sub-Recipient's subcontractors except to the limited extent provided for in this Agreement.

10.02 The Sub-Recipient shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Sub-Recipient from its obligations to the City under this Agreement. The Sub-Recipient shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to the City, to act as the Sub-Recipient's representative and to supervise its employees and subcontractors. Adequate supervision by competent and reasonable representatives of the Sub-Recipient is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Sub-Recipient and is a breach of this Agreement.

10.03 Unless otherwise stipulated, the Sub-Recipient shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Sub-Recipient. It shall be the responsibility of the Sub-Recipient to furnish a completed work product that meets the requirements of the City.

10.04 Any injury or damage to the Sub-Recipient or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Sub-Recipient.

10.05 By entering into this Agreement, City and Sub-Recipient do not intend to create a joint enterprise.

ARTICLE XI INDEMNIFICATION AND RELEASE

11.01 SUB-RECIPIENT SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

11.02 The indemnifications contained in section 11.01 shall include, but not be limited to the following specific instances:

- (a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Sub-Recipient, then the Sub-Recipient shall indemnify and hold harmless and defend the City for such damage.**
- (b) The Sub-Recipient shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**
- (c) The Sub-Recipient shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Sub-Recipient, its agents, employees, and representatives.**
- (d) The Sub-Recipient shall be responsible for any damage to the building caused by the Sub-Recipient's personnel or equipment during installation.**
- (e) The Sub-Recipient shall be responsible for the removal of all related debris.**

- (f) The Sub-Recipient shall be responsible for subcontractors hired by it.
- (g) The Sub-Recipient shall indemnify, hold harmless, and defend the City from any liability caused by the Sub-Recipient's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

11.03 The indemnification obligations of the Sub-Recipient under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

11.04 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 Section 11.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. 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.

11.05 RELEASE. The Sub-Recipient assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its 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 or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Sub-Recipient's work 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 in the event of injury, death, property damage, or loss suffered by the Sub-Recipient, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. 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.

11.06 BY ENTERING INTO THIS AGREEMENT THE CITY DOES NOT WAIVE ITS GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES CONTAINED IN THE TEXAS TORT CLAIMS ACT OR CONSENT TO SUIT.

ARTICLE XII INSURANCE

12.01 INSURANCE The Sub-Recipient shall procure and maintain at its sole cost and expense for the duration 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 work hereunder by the Sub-Recipient, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached as **Exhibit F**.

During the term of this Agreement Contractor's (Sub-Recipient) insurance policies shall meet the minimum requirements of this section:

12.02 Types. Sub-Recipient shall have the following types of insurance:

- (a) Commercial General Liability;
- (b) Business Automobile Liability; and
- (c) Workers' Compensation/Employer's Liability.

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

- (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 F**; 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 named on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- (d) The City will accept only Insurance Carriers licensed and 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.

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

- (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 naming 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 \$1,000,000.00. 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.

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better rating under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement naming 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.

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

- (a) Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required.
- (b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.
- (c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

ARTICLE XIII SUBCONTRACTS

13.01 Except for subcontracts to which the federal labor standards requirements apply, Sub-Recipient may not subcontract for performances of any obligation required or described in this Agreement without obtaining City's prior written approval. Sub-Recipient shall only subcontract

for performance obligations required or described in this Agreement to which the federal labor standards requirements apply after Sub-Recipient has submitted a Subcontractor utilization form, as specified by City, for each such proposed subcontract and Sub-Recipient has obtained City's prior written approval, based on the information submitted, of Sub-Recipient's intent to enter into such proposed subcontract. Sub-Recipient, in subcontracting for the performance of any obligation required as described in this Agreement, expressly understands that in entering into such subcontracts, City is in no way liable to Sub-Recipient's subcontractor(s).

13.02 In no event shall any provision of this Article XII, specifically the requirement that Sub-Recipient obtain City's prior written approval of a subcontractor's eligibility, be construed as relieving Sub-Recipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by Sub-Recipient. City's approval under Article XII does not constitute adoption, ratification, or acceptance of Sub-Recipient's or subcontractor's performance hereunder. City maintains the right to insist upon Sub-Recipient's full compliance with the terms of this Agreement, and by the act of approval under Article XII, City does not waive any rights or remedies which, may exist or which may subsequently accrue to City under this Agreement.

13.03 Sub-Recipient shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurement under this Agreement.

13.04 Sub-Recipient shall submit a subcontractor utilization report prior to beginning work and prior to hiring any additional subcontractors.

ARTICLE XIV CONFLICT OF INTEREST

14.01 No person who (a) is an employee, agent, consultant, officer or elected or appointed official of City or of any applicant that receives funds and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this Agreement or (b) who is in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any Agreement, subcontract or Agreement (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Sub-Recipient shall ensure compliance with applicable provisions under 24 C.F.R. §§ 84.40 - 84.48 and OMB Circular A-110 in the procurement of property and services.

ARTICLE XV NONDISCRIMINATION AND SECTARIAN ACTIVITY

15.01 Equal Opportunity. Sub-Recipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, family status, age, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Agreement. In addition, funds provided under

this Agreement must be made available in accordance with the requirements of Section 3 of the HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 USC 1701(u)) that:

- (a) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this Agreement be given to low-income persons residing within the general local government area in which the project is located; and
- (b) To the greatest extent feasible, Agreements for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan area as the project.

15.02 Faith-based activities. Organization that are religious or faith-based are eligible, on the same basis as any other organization, to participate in HOME program in accordance with the requirement of 24 C.F.R. § 92.257.

ARTICLE XVI LEGAL AUTHORITY

16.01 Sub-Recipient assures and guarantees that Sub-Recipient possesses the legal authority to enter into this Agreement, to receive funds authorized by this Agreement, and to perform the services Sub-Recipient has obligated itself to perform hereunder.

16.02 The person or persons signing and executing this Agreement on behalf of Sub-Recipient, or representing themselves as signing and executing this Agreement on behalf of Sub-Recipient, do hereby warrant and guarantee that he, she or they have been duly authorized by Sub-Recipient to execute this Agreement on behalf of Sub-Recipient and to validly and legally bind Sub-Recipient to all terms, performances, and provisions herein set forth.

16.03 Sub-Recipient shall not employ, award Agreement to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development. In addition, City shall have the right to suspend or terminate this Agreement if Sub-Recipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME Program.

ARTICLE XVII LITIGATION AND CLAIMS

17.01 Sub-Recipient shall give City immediate notice in writing of a) any action, including any proceeding before an administrative agency, brought or filed against Sub-Recipient in connection with this Agreement; and b) any claim against Sub-Recipient. Except as otherwise directed by City, Sub-Recipient shall furnish immediately to City copies of all documents received by Sub-

Recipient with respect to such action, proceeding, or claim.

ARTICLE XVIII CHANGES AND AMENDMENTS

18.01 Except as specifically provided otherwise in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both the Parties to this Agreement.

18.02 It is understood and agreed by the Parties hereto that any performance under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to City by Sub-Recipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the City with regard to the operation of the HOME Program.

18.03 Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulations. All other amendments to the Agreement must be in writing and signed by both Parties, except as provided in paragraphs 17.02 and 17.03.

ARTICLE XIX SUSPENSION

19.01 In the event Sub-Recipient fails to comply with any term of this Agreement, City may, upon written notification to Sub-Recipient, suspend this Agreement in whole or in part and withhold further payments to Sub-Recipient, and prohibit Sub-Recipient from incurring additional obligations of funds under this Agreement.

ARTICLE XX TERMINATION

20.01 The City may terminate this Agreement in whole or in part, in accordance with 24 C.F.R. § 85.43 and this Article or as provided in this Agreement. In the event Sub-Recipient materially fails as determined by City, to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a City plan or application, a notice of award, or elsewhere, City may take one or more of the following actions:

- (a) Temporarily withhold cash payments pending correction of the deficiency or default by the Sub-Recipient.
- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.
- (c) Withhold further HOME awards from Sub-Recipient.
- (d) Exercise other rights and remedies that may be legally available as determined by the City to comply with the terms of this Agreement.

- (e) City may terminate this Agreement for convenience in accordance with 24 C.F.R. §85.44.

ARTICLE XXI

AUDIT

21.01 Unless otherwise directed by City, Sub-Recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject to the following conditions and limitations:

- (a) Sub-Recipient shall have an audit made in accordance with 24 C.F.R. § 92.506, THE SINGLE AUDIT ACT OF 1984, 31 U.S.C. 7501, and Subpart F of 2 C.F.R. 200., for any of its fiscal years included within the agreement Period, in which Sub-Recipient receives more than \$300,000.00 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of State and local government;
- (b) At the option of Sub-Recipient, each audit required by this Article may cover either Sub-Recipient's entire operations or each department, agency, or establishment of Sub-Recipient which received, expended, or otherwise administered federal funds;
- (c) Notwithstanding paragraphs 4.01(c) and (d), Sub-Recipient shall utilize operating expense funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by City under this Agreement, provided however that City shall not make payment for the cost of such audit services until City has received the complete and final audit report from Sub-Recipient;
- (d) Unless otherwise specifically authorized by City in writing, Sub-Recipient shall submit the complete and final report of such audit to City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this Agreement. Audits performed under Subsection A of this Article XXI are subject to review and resolution by City or its authorized representative.
- (e) As part of its audit, Sub-Recipient shall verify expenditures according to the Budget attached as **Exhibit B**.

21.02 Notwithstanding 20.01 City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. Sub-Recipient agrees to permit City or its authorized representative to audit Sub-Recipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

21.03 Sub-Recipient understands and agrees that it shall be liable to City for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement. Sub-

Recipient further understands and agrees that reimbursement to City of such disallowed costs shall be paid by Sub-Recipient from funds which were not provided or otherwise made available to Sub-Recipient under this Agreement.

21.04 Sub-Recipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Article XXI as City may require of Sub-Recipient

21.05 All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

ARTICLE XXII ENVIRONMENTAL CLEARANCE REQUIREMENTS

22.01 Sub-Recipient understands and agrees that by the execution of this Agreement, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 C.F.R., PARTS 50 AND 58. In accordance with 24 C.F.R. § 58.77(b), Sub-Recipient further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

22.02 Funds provided under this Agreement may not be obligated and expended before the actions specified in this Article occur. Any Real Estate Purchase Option Agreement must include the following language: "This option is contingent upon satisfactory completion of an environmental review under 24 C.F.R. Part 58. The parties agree that the provision of any funds to the project is conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review."

22.03 City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 C.F.R. PART 58 to ensure compliance with the NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). Sub-Recipient must also maintain a copy of the Environmental Review Record in Sub-Recipient's project file. City must comply with all other applicable environmental requirements as specified in **Exhibit D** of this Agreement. City shall document its compliance with such other requirements in its environmental review file.

ARTICLE XXIII SPECIAL CONDITIONS

23.01 Certification. City shall not release any funds for any costs incurred by Sub-Recipient under this Agreement until City has received certification from Sub-Recipient that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this Agreement. City shall specify the content and form of such certification.

23.02 Affordability. Funds provided under this Agreement must meet the affordability requirement of 24 C.F.R. § 92.254 and the HOME rules as applicable. The period of affordability is based upon the total amount of HOME funds subject to recapture described in 24 C.F.R. § 92.254 (a) (5) (ii) (A) (5). The City shall reduce HOME investment amount to be recaptured by Sub-

Recipient on a pro-rata basis for the time the unit is in compliance with 24 C.F.R. § 92.254 and the HOME rules as applicable.

Home Funds Subject to Recapture	Affordability Period
< \$15,000	5 years
\$15,000 - \$40,000	10 years
> \$40,000	15 years

23.03 Recapture. The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price. The cost of construction is not considered in this calculation. Recaptured funds will include the amount provided through the City's Down Payment Assistance Program and the Sub-Recipient's subsidy to the homebuyer equaling the difference between the fair market value and the sales price of the home. Sub-Recipient agrees that Sub-Recipient's recaptured funds, including all interest and any other return on the investment of HOME funds, will be made to City pro-rata. The formula for Sub-Recipient's recaptured funds is the funds received which are subject to recapture divided by the number of months in the period of affordability multiplied by the number of months that a home is not operated in accordance with the affordability requirement.

23.04 Property Standards. Sub-Recipient shall ensure that all housing assisted with funds provided under this Agreement shall meet the requirements of 24 C.F.R. § 92.251 for the duration of this Agreement.

23.05 Affirmative Marketing. Should funds from this Agreement be used in the construction of five (5) or more dwelling units, Sub-Recipient shall adopt Affirmative Marketing procedures and requirements. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 C.F.R. § 92.351. City will assess the efforts of the Sub-Recipient during the marketing of the units by use of compliance certification. Where a Sub-Recipient fails to follow the Affirmative Marketing procedures and requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Sub-Recipient must provide City with an annual assessment of the Affirmative Marketing program of the development, if an Affirmative Marketing program is required under this section. The assessment must include:

- (a) Method used to inform the public and potential residents about Federal Fair Housing laws and Affirmative Marketing policy. Sub-Recipient's advertising of housing must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or signage. Sub-Recipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

- (b) Records describing actions taken by the Sub-Recipient to affirmatively market housing and records to assess the results of these actions. Sub-Recipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by City.
- (c) Sub-Recipient shall solicit applications for housing from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.
- (d) Sub-Recipient shall maintain a listing of all residents residing in each home through the end of the compliance period.
- (e) The Sub-Recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the preceding paragraph.

23.06 Enforcement of Affordability. Sub-Recipient and City shall provide legally enforceable agreements consisting of a Real Estate Lien Note and Deed of Trust, containing remedies adequate to enforce the affordability requirements of 24 C.F.R. § 92.254, as applicable, for each activity assisted under this Agreement, to be recorded in the real property records of Brazos County. Funds recaptured because housing no longer meets the affordability requirements under 24 C.F.R. § 92.254(a)(5) are subject to the requirements of 24 C.F.R. § 92.503. Sub-Recipient must provide along with the other legal instruments an Agreement of Affordability.

23.07 Reversion of Assets. Upon termination of this Agreement, all funds remaining on hand on the date of termination and all accounts receivable attributable to the use of funds received under this Agreement shall revert to City. Sub-Recipient shall return these assets to City within seven (7) days after the date of termination.

23.08 Flood Hazards. Funds provided under this Agreement may not be used in connection with acquisition, rehabilitation, or construction of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

23.09 Fair Housing. Sub-Recipient participating in the HOME program shall use affirmative fair housing marketing practices in determining eligibility and concluding all transactions. These requirements apply to all projects of five (5) or more units. Each participating entity must affirmatively further fair housing in accordance with 24 C.F.R. § Part 100.

23.10 Displacement, Relocation, and Acquisition. Sub-Recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. Sub-Recipient must comply with the applicable provisions of 24 C.F.R. 92.353, 49 C.F.R. Part 24, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655).

23.11 Property Standards. Sub-Recipient shall ensure that all housing assisted with funds provided under this Agreement (1) shall meet the lead-based paint requirements in 24 C.F.R. § 92.355 upon project completion and (2) shall meet the requirements of 24 C.F.R. § 92.355 for the duration of this Agreement.

23.12 All documents necessary for the conveyance of real property, pursuant to the agreement, must be approved, prior to execution, by the City. (i.e. deeds, notes, Deed of Trust, etc.)

23.13 Funding under this Agreement is contingent upon Sub-Recipient meeting all terms, conditions of this Agreement.

23.14 This Agreement and the performance hereunder may not be assigned without the express written consent of City.

23.15 This Agreement is binding on Sub-Recipient's assigns and successors-in-interest.

ARTICLE XXIV ORAL AND WRITTEN AGREEMENTS

24.01 All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

24.02 The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by Sub-Recipient in accordance with Article III of this Agreement.

ARTICLE XXV VENUE

25.01 For purposes of litigation pursuant to this Agreement, venue shall lie in Brazos County, Texas

ARTICLE XXVI
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

26.01 Sub-Recipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of Sub-Recipient under this Agreement. Upon request by City, Sub-Recipient shall furnish satisfactory proof of its compliance herein.

26.02 Verification No Boycott. To the extent applicable, this Agreement is subject to the following:

- (a) Boycott Israel. If this Agreement is for goods and services subject to § 2270.002 Texas Government Code, Sub-Recipient verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Sub-Recipient 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, Sub-Recipient herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

List of Exhibits

- A. Performance Statement
- B. Budget
- C. Project Implementation Schedule
- D. Applicable Laws and Regulations
- E. Certifications
- F. Insurance Certificates

ELDER-AID, INC.

By: Amy Buchanan

Printed Name: Amy Buchanan

Title: Director

Date: 12/31/2024

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

David Purnell

City Attorney

Date: 1/2/2025

Jim Everts

Assistant City Manager/CFO

Date: 12/31/2024

EXHIBIT A
PERFORMANCE STATEMENT

1. Sub-Recipient is awarded up to \$ 249,000.00 from the City of College Station FY 22 & 23 (HUD Grant Year 21 & 22) HOME Investment Partnerships Program. These funds must be used for at least one Project consisting of the acquisition and rehabilitation of 1116 Detroit Street, College Station, TX 77840, and provide no less than one (1) affordable unit to be rented to elderly households at or below 60% Area Median Income (AMI)

2. **All construction shall be of a design approved by the City. The exterior of the Project must be a minimum of 25% brick and must have a garage or accessory storage structure of at least sixty four (64) square feet if lot size permits. All homes must meet deed restriction requirements and meet the characteristics of the neighborhood. All homes must be inspected and approved by City staff.**
3. A detailed Project Budget and cost breakdown shall be submitted by the Sub-Recipient to the City for review of each project for a cost or price analysis prior to the start of the project.
4. A final budget shall be submitted with HOME close-out information at the end of each project showing total costs and funding sources.
5. All work must be in compliance with current City of College Station Building Codes. Sub-Recipient shall dedicate all easements required by City including blanket easements which shall be substituted with as-built easements for all City utilities. All Projects must be substantially completed within one (1) year of the date of this Agreement.
6. All required permits must be obtained prior to any work commencing. All required inspections must be performed by the City of College Station Building Inspectors.
7. Sub-Recipient must provide written notification of all subcontractors to City.
8. Upon completion of such construction Sub-Recipient must submit a copy of all receipts paid. At that point, the City will have 30 days to make payment on said receipts, not to exceed maximums established in **Exhibit B**, Budgets.
9. Within six (6) months from issuance of the Certificate of Occupancy, said HOME unit must be occupied by an eligible resident. Sub-Recipient is not prohibited from conducting a background check on credit history or criminal history.
10. Any program income, recaptured funds, or repayment of any funds must be immediately returned to the City of College Station. In the event that there is program income, repayments, and/or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503. Recaptured funds will be subject to 24 C.F.R. § 92.254 (a)(5)(ii)(A)(2) reduced during affordability period, prorated monthly.

**EXHIBIT B
BUDGET**

SOURCES OF FUNDS:

Maximum Proceeds of grant under the agreement	<u>\$249,000.00</u>
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USES OF FUNDS:

Acquisition Costs (Land, Building).....	\$190,000.00
Site Preparation Costs.....	\$0.00
Infrastructure Costs.....	\$0.00
Construction/Rehabilitation Costs.....	\$49,000.00
Financing Costs.....	\$0.00
Professional Fees (Architect, Engineering, Legal, etc.).....	\$0.00
Developer Fees.....	\$10,000.00
Other Soft Costs (Title, Appraisal, Taxes, Insurance).....	\$0.00
 Total.....	 \$249,000.00

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE

AGREEMENT START DATE: January 9th, 2025

AGREEMENT END DATE: January 9th, 2026

Construction Phase – Construction for this Project is scheduled to begin within one year of property acquisition with completion and certificate of occupancy date for all projects no later than January 9th, 2026. The issuance of a building permit will constitute start of construction.

EXHIBIT D
THE APPLICABLE LAWS AND REGULATIONS

Sub-Recipient shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Sub-Recipient under this Agreement including but not limited to the laws, and the regulations specified in Section I through VI of this Exhibit D.

I. CIVIL RIGHTS

- THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 C.F.R. PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 C.F.R., 1958-1963 COMP., P. 652 AND 3 C.F.R., 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 C.F.R., PART 1;
- EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 C.F.R. PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF SUB-RECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 C.F.R., PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 C.F.R. 107.60;
- THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 8;
- THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 C.F.R. 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 C.F.R., CHAPTER 60.
- THE REQUIREMENTS OF 24 C.F.R. 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, SUB-RECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. SUB-RECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE AGREEMENT OR / SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY AGREEMENTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.
- THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);
- SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND "NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT", 24 C.F.R., PART 8. BY SIGNING THIS

AGREEMENT, SUB-RECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 C.F.R., PART 8; AND THE ARCHITECTURAL BARRIERS ACT OF 1968 (42 U.S.C., SECTION 4151 ET. SEQ.) INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR DEAF PERSONS (TDDs) OR EQUALLY EFFECTIVE COMMUNICATION SYSTEM.

II. LEAD-BASED PAINT

- TITLE IV OF THE LEAD-BASED PAINT POISONING PREVENTION ACT (42 U.S.C. SEC. 4831).

III. ENVIRONMENTAL STANDARDS

- NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 C.F.R. PARTS 1500-1508;
- THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);
- EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);
- THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A);
- EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).
- EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.
- THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E);
- THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);
- THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 7(B) AND (C)(16 U.S.C. SEC. 1278(B) AND (C);
- THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D);
- FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.)
- 24 C.F.R. PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

IV. ACQUISITION/RELOCATION

- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C., SEC. 4601 ET. SEQ.), 49 C.F.R. PART 24, AND 24 C.F.R. SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990))

V. LABOR REQUIREMENTS

- AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333)
- COPELAND (ANTI-KICKBACK) ACT (40 USC 276c)
- FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.)
- DAVIS-BACON (PREVAILING WAGE) ACT (40 USC 3141-3148), AS SUPPLEMENTED BY THE DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5)

VI. FEDERAL COMPLIANCE

- DEBARMENT AND SUSPENSION
 - A “CONTRACT AWARD” (SEE 2 CFR 180.220) MUST NOT BE MADE TO PARTIES LISTED ON THE GOVERNMENT-WIDE EXCLUSIONS IN THE SYSTEM FOR AWARD MANAGEMENT (SAM), IN ACCORDANCE WITH THE OMB GUIDELINES AT 2 CFR 180 THAT IMPLEMENT EXECUTIVE ORDERS 12549 (51 FR 6370; FEBRUARY 21, 1986) AND 12689 (54 FR 34131; AUGUST 18, 1989), “DEBARMENT AND SUSPENSION.” SAM EXCLUSIONS CONTAINS THE NAMES OF PARTIES DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED BY AGENCIES, AS WELL AS PARTIES DECLARED INELIGIBLE UNDER STATUTORY OR REGULATORY AUTHORITY OTHER THAN EXECUTIVE ORDER 12549. IN THE EVENT THIS AGREEMENT IS A “COVERED TRANSACTION” FOR THE PURPOSES OF 2 CFR PART 180 AND 2 CFR PART 3000, THE FOLLOWING PROVISIONS SHALL APPLY:
 - THIS AGREEMENT IS A COVERED TRANSACTION FOR PURPOSES OF 2 CFR PART 180 AND 2 CFR PART 3000. AS SUCH THE SUB-RECIPIENT IS REQUIRED TO VERIFY THAT NONE OF THE SUB-RECIPIENT, ITS PRINCIPALS (DEFINED AT 2 CFR § 180.995), OR ITS AFFILIATES (DEFINED AT 2 CFR § 180.905) ARE EXCLUDED (DEFINED AT 2 CFR § 180.940) OR DISQUALIFIED (DEFINED AT 2 CFR § 180.935).
 - THE SUB-RECIPIENT MUST COMPLY WITH 2 CFR PART 180, SUBPART C AND 2 CFR PART 3000, SUBPART C AND MUST INCLUDE A REQUIREMENT TO COMPLY WITH THESE REGULATIONS IN ANY LOWER TIER COVERED TRANSACTION IT ENTERS INTO.
 - THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT RELIED UPON BY THE CITY. IF IT IS LATER DETERMINED THAT THE SUB-RECIPIENT DID NOT COMPLY WITH 2 CFR PART 180, SUBPART C AND 2 CFR PART 3000, SUBPART C, IN ADDITION TO REMEDIES AVAILABLE TO THE CITY, THE FEDERAL GOVERNMENT MAY PURSUE AVAILABLE REMEDIES, INCLUDING BUT NOT LIMITED TO SUSPENSION AND/OR DEBARMENT.
 - SUB-RECIPIENT AGREES TO COMPLY WITH THE REQUIREMENTS OF 2 CFR PART 180, SUBPART C AND 2 CFR PART 3000, SUBPART C WHILE THIS CONTRACT IS IN EFFECT AND FURTHER AGREES TO INCLUDE A PROVISION REQUIRING SUCH COMPLIANCE IN ITS LOWER TIER COVERED TRANSACTIONS.
- DOMESTIC PREFERENCES FOR PROCUREMENTS.
 - § 200.322 OF 2 CFR 200 REQUIRES A SUB-RECIPIENT, AS APPROPRIATE AND TO THE EXTENT

CONSISTENT WITH LAW, AND TO THE GREATEST EXTENT PRACTICABLE UNDER AN AGREEMENT INVOLVING A FEDERAL AWARD OR FEDERAL FUNDS, PROVIDE A PREFERENCE FOR THE PURCHASE, ACQUISITION, OR USE OF GOODS, PRODUCTS, OR MATERIALS PRODUCED IN THE UNITED STATES (INCLUDING BUT NOT LIMITED TO IRON, ALUMINUM, STEEL, CEMENT, AND OTHER MANUFACTURED PRODUCTS). THE REQUIREMENTS OF THIS SECTION MUST BE INCLUDED IN ALL SUBAWARDS INCLUDING ALL CONTRACTS AND PURCHASE ORDERS FOR WORK OR PRODUCTS UNDER THIS AWARD.

- FOR PURPOSES OF THE ABOVE SECTION:
 - “PRODUCED IN THE UNITED STATES” MEANS, FOR IRON AND STEEL PRODUCTS, THAT ALL MANUFACTURING PROCESSES, FROM THE INITIAL MELTING STAGE THROUGH THE APPLICATION OF COATINGS, OCCURRED IN THE UNITED STATES.
 - “MANUFACTURED PRODUCTS” MEANS ITEMS AND CONSTRUCTION MATERIALS COMPOSED IN WHOLE OR IN PART OF NON-FERROUS METALS SUCH AS ALUMINUM; PLASTICS AND POLYMER-BASED PRODUCTS SUCH AS POLYVINYL CHLORIDE PIPE; AGGREGATES SUCH AS CONCRETE; GLASS, INCLUDING OPTICAL FIBER; AND LUMBER.
- PROCUREMENT OF RECOVERED MATERIALS
 - UNDER 2 CFR 200.323, SUB-RECIPIENT MUST COMPLY WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT. IN THE EVENT THIS AGREEMENT IS FOR MORE THAN \$10,000, THE FOLLOWING PROVISION APPLIES:
 - IN THE PERFORMANCE OF THIS AGREEMENT, THE SUB-RECIPIENT SHALL MAKE MAXIMUM USE OF PRODUCTS CONTAINING RECOVERED MATERIALS THAT ARE EPA DESIGNATED ITEMS UNLESS THE PRODUCT CANNOT BE ACQUIRED:
 - (1) COMPETITIVELY WITHIN A TIMEFRAME PROVIDING FOR COMPLIANCE WITH THE CONTRACT PERFORMANCE SCHEDULE;
 - (2) MEETING CONTRACT PERFORMANCE REQUIREMENTS; OR
 - (3) AT A REASONABLE PRICE.
 - INFORMATION ABOUT THIS REQUIREMENT, ALONG WITH THE LIST OF EPA DESIGNATED ITEMS, IS AVAILABLE AT EPA’S COMPREHENSIVE PROCUREMENT GUIDELINES WEBSITE, [HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).
 - THE SUB-RECIPIENT ALSO AGREES TO COMPLY WITH ALL OTHER APPLICABLE REQUIREMENTS OF SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT.
- FEDERAL SEAL, LOGO, AND FLAGS
 - THE SUB-RECIPIENT SHALL NOT USE ANY FEDERAL GOVERNMENT SEAL(S), LOGOS, CRESTS, OR REPRODUCTIONS OF FLAGS OR LIKENESSES OF ANY FEDERAL GOVERNMENT AGENCY OFFICIALS WITHOUT SPECIFIC FEDERAL GOVERNMENT PRE-APPROVAL.

EXHIBIT E
CERTIFICATION REGARDING LOBBYING FOR
AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and agreements under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.A. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT F
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/18/2024

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 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 Jones & Associates, Inc. 3941 Cross Park Drive #115 Bryan TX 77802		CONTACT NAME: Jessica Reeves PHONE (A/C, No, Ext): (979) 776-4740 FAX (A/C, No): (979) 776-4745 E-MAIL ADDRESS: jessica@jonesinsurance.com																						
INSURED Elder-Aid, Inc. 307 S Main St, Suite 202 Bryan TX 77803-6949		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Nautilus Insurance Company</td><td>17370</td></tr><tr><td>INSURER B:</td><td>Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER C:</td><td>United States Fire Insurance Company</td><td>21113</td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nautilus Insurance Company	17370	INSURER B:	Texas Mutual Insurance Company	22945	INSURER C:	United States Fire Insurance Company	21113	INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES**CERTIFICATE NUMBER:** CL24102800196**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	X	Y	NN1617322	11/2/2024	11/2/2025	EACH OCCURRENCE	\$ 1,000,000		
	CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,00		
							MED EXP (Any one person)	\$ 5,000		
							PERSONAL & ADV INJURY	\$ 1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 2,000,000		
	☒ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	\$ 2,000,000		
	OTHER:						Max per policy Aggregate Limit	\$ 5,000,000		
	AUTOMOBILE LIABILITY	X		B0-5678342	01/13/2024	01/13/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000		
	ANY AUTO							BODILY INJURY (Per person)	\$	
	ALL OWNED AUTOS						☐ SCHEDULED AUTOS	BODILY INJURY (Per accident)	\$	
	☒ HIRED AUTOS						☒ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident)	\$	
								\$		
	UMBRELLA LIAB						EACH OCCURRENCE	\$		
	EXCESS LIAB						CLAIMS-MADE	AGGREGATE	\$	
	DED						RETENTION \$		\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Y	0001220341	3/10/2024	3/10/2025	☒ PER STATUTE ☐ OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)								E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below								E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
									E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
C	Accident			US1674586	1/13/2024	1/13/2025		15,000		
E	Surety			106406989	11/5/2022	11/5/2025		1,000,000		

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

City of College Station is listed as an Additional Insured on a Primary and Non-Contributory basis on the General Liability policy.

City of College Station is listed as an Additional Insured on the Commercial Auto policy.

Waiver of Subrogation is provided to the certificate holder with respect to the General Liability, and Workers' Compensation policies when required per written contract.

30-day Cancellation Notice endorsement is provided in favor of the City of College Station.

CERTIFICATE HOLDER**CANCELLATION**

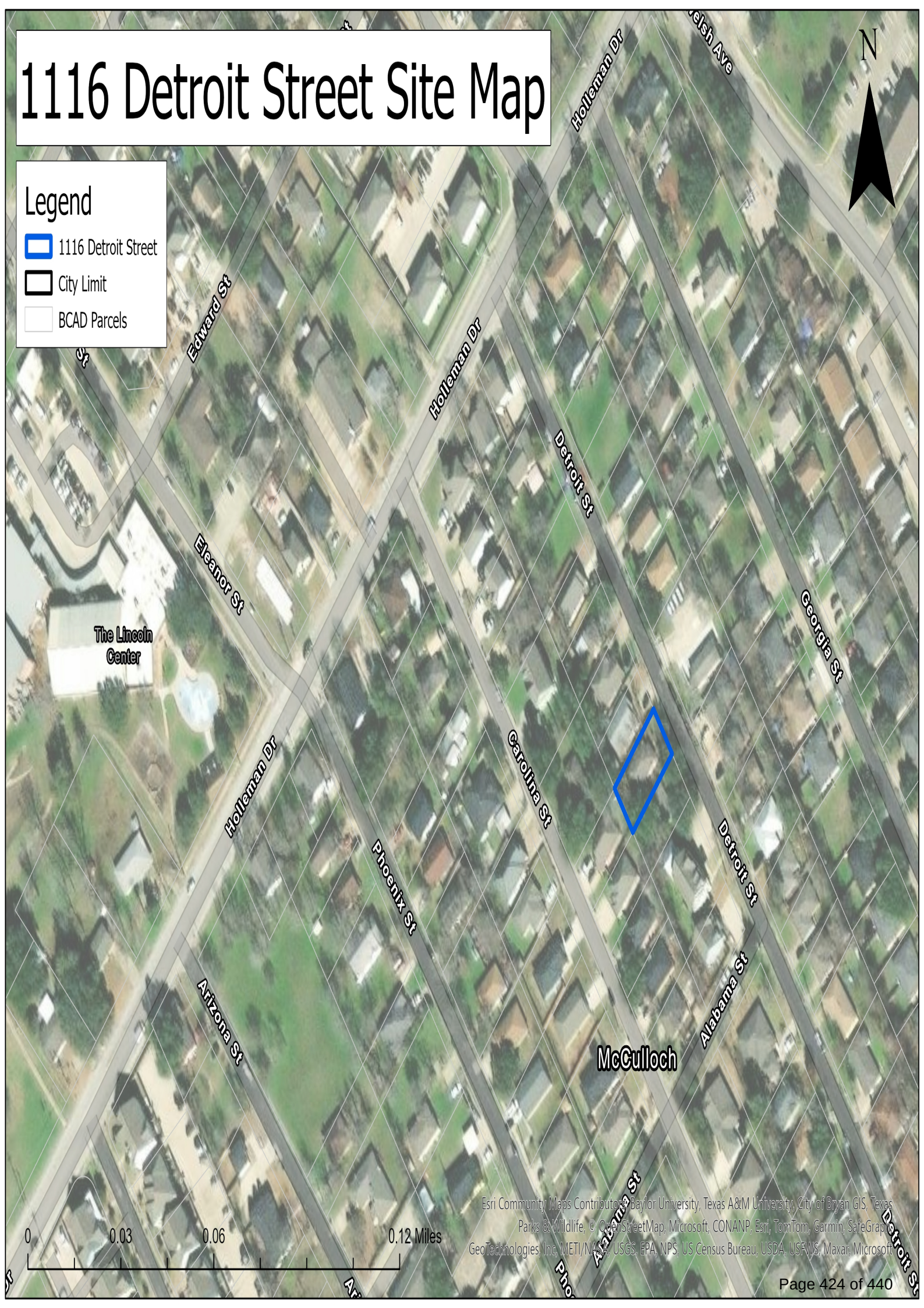
City of College Station 1110 Texas Ave College Station, TX 77840	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jessica Reeves/JEREEV <i>Jessica Reeves</i>

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1116 Detroit Street Site Map

Legend

-  1116 Detroit Street
-  City Limit
-  BCAD Parcels



Esri Community Maps Contributors, Baylor University, Texas A&M University, City of Bryan GIS, Texas Parks & Wildlife, © OpenStreetMap, Microsoft, CONANP, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, Maxar, Microsoft

January 9, 2025
Item No. 8.7.
Tourism Commission

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance creating a Tourism Committee and repealing Resolution No. 09-09-21-9.6 relating to the creation of the Tourism Advisory Committee.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): To receive the presentation and take action.

Summary: On September 9th, 2021, the Council voted to create the Tourism Advisory Committee via resolution 09-09-21-9.6. On January 11th, 2024, the City Manager brought a report to the Council regarding the efforts, goals, and purpose of the Tourism Advisory Committee. The purpose of the 10-14 member group was to promote and enhance the tourism industry in College Station by consulting and advising the City Manager and staff regarding overall tourism strategy. On October 24, 2024, the Council asked staff to bring back an ordinance for discussion regarding a council-appointed committee on tourism efforts.

The members of the current Tourism Advisory Committee are as follows: Bill Peel (Mays Business School) Bob Holzweiss (George HW Bush Presidential Library) Cortney Phillips (Dixie Chicken) Greg Stafford (Texas A&M Hotel & Conference Center) Hege Kalaouze (Aggieland Outfitters) Hunter Goodwin (Oldham Goodwin Group) Jenny Davis (Walk-On's Sports Bistreaux) Rebekka Dudensing (Texas A&M Office of the President) and Salim Ismail (Texas Hotel Management).

Budget & Financial Summary: N/A

Attachments:

1. Ordinance - Tourism Commission
2. Resolution - 09-09-21-9.6

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2, “ADMINISTRATION,” ARTICLE VI, “BOARDS AND COMMISSIONS” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO THE CREATION OF A TOURISM COMMITTEE; 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 2, “Administration,” Article VI, “Boards and Commissions” 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:** That Resolution No. 09-09-21-9.6, adopted September 9, 2021, which created a Tourism Advisory Committee, shall be repealed in its entirety.
- PART 5:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 9th day of January, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A

That Chapter 2, “Administration,” Article VI, “Boards and Commissions,” Division 5 “Tourism Committee” of the Code of Ordinances of the City of College Station, Texas, is hereby created to read as follows:

Sec. 2-232 Creation and Purpose. The City Council establishes and creates a Tourism Committee to promote and enhance the College Station tourism industry.

Sec. 2-233 Membership and Terms. The City Council may appoint up to eleven (11) voting members. Voting members must be residents of the City of College Station.

(a) **Voting Membership Representation.** The City Council may appoint members from the following areas:

- i. Three (3) members to represent the lodging and accommodations industry.
- ii. One (1) member to represent the food and beverage establishment industry.
- iii. One (1) member to represent the retail industry.
- iv. One (1) member to represent the attractions industry.
- v. One (1) member to represent the arts industry.
- vi. One (1) member to represent the Northgate District.
- vii. Three (3) members to represent tourism related areas of the Council’s discretion.

(b) **Non-Voting Ex-Officio Membership Representation.** The following members may serve as non-voting ex-officio members:

- i. Texas A&M University President’s Office, appointed by Texas A&M.
- ii. Texas A&M University Athletics Department, appointed by Texas A&M.
- iii. College Station Chief Development Officer.
- iv. College Station Assistant Director of Tourism.
- v. College Station Director of Parks & Recreation.

(b) **Terms, Vacancies and Officers.** The term of office is three (3) years. Vacancies are filled by the City Council for unexpired terms of vacant positions. A chairperson is appointed annually by the City Council. A vice-chairperson is selected annually by the Committee.

Sec. 2-234 Quorum and Meetings Procedures.

(a) **Quorum.** Six (6) members constitute a quorum for the transaction of any business. All meetings of the Committee are subject to the Texas Open Meetings Act.

- (b) **Meeting Times.** The Committee may regularly meet. The chairperson shall designate the time and place of such meetings by direction of the City Council or City Manager.
- (c) **Rules of Proceeding.** The Committee shall adopt its own rules of procedure subject to the City Council's policy.
- (d) **Minutes.** The Committee shall keep minutes of its meeting, recording the member's vote, or, if absent, abstaining, or failing to vote, and shall keep written records of its recommendations and other official actions, all of which shall be immediately filed in the Economic Development and Tourism Department and subject to the Texas Open Meetings Act.

Sec. 2-235 Powers and Duties

- (a) **Promotion of Tourism.** The Committee shall advise on activities for the promotion of tourism and specially charged the following:
 - (i) **Tourism Strategic Plan.** The Committee shall make recommendations to the City Manager for the effective coordination in preparing and implementing the Tourism Strategic Plan.
 - (ii) **Hotel Occupancy Tax (HOT) Grants.** The Committee shall review and recommend to the City Manager Hotel Occupancy Tax (HOT) grant funding for sports tournaments, conferences and conventions, leisure events, arts, and other similar activities within the scope of Texas Tax Code Ch. 351 Subchapter B and any other applicable laws or policies. Grants greater than \$100,000.00 each shall require the review and approval of the City Council.
- (b) **Expenditure of Funds.** The Committee and its members have no authority to expend funds or to incur or make an obligation on behalf of the City unless authorized and approved by the City Council.

RESOLUTION NO. 09-09-21-9.6

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, CREATING A TOURISM ADVISORY COMMITTEE TO PROMOTE AND ENHANCE THE TOURISM INDUSTRY IN COLLEGE STATION

WHEREAS, the City Council of the City of College Station desires to have a Tourism Advisory Committee to promote and enhance tourism in College Station; and

WHEREAS, the City Council believes the creation of a Tourism Advisory Committee will assist in providing strategic direction to promote and enhance tourism and support the industries within the city that directly impact tourism; and

WHEREAS, the City Council believes the creation of a Tourism Advisory Committee will provide guidance to effectively raise the profile of College Station as a destination for events, activities, and quality-of-life amenities; and

WHEREAS, the City Council will seek qualified individuals to serve on the Tourism Advisory Committee with previous or current experience in the hotel/motel industry, the retail/restaurant industry, major tourist attractions, the Texas A&M University System, or other relevant tourism activities; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council of the City of College Station shall create a Tourism Advisory Committee.

PART 2: That the Tourism Advisory Committee shall be composed of ten (10) to fourteen (14) local individuals qualified as set forth in the preamble above.

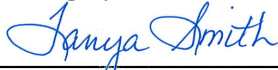
PART 3: That the City Council gives the committee the following charge: "As subject matter experts in the hotel, convention, and tourism industry, evaluate effective uses of hotel occupancy tax investments and strategically address potential growth areas in the College Station tourism economy."

PART 4: That the City Council of the City of College Station shall delegate authority to the City Manager or his designee to appoint, remove, and fill vacancies for all members of the Tourism Advisory Committee.

PART 5: That this Resolution shall take effect immediately from and after its passage.

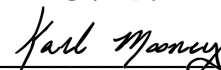
ADOPTED this 9th day of September, 2021.

ATTEST:



City Secretary

APPROVED:



MAYOR

APPROVED:



City Attorney

January 9, 2025

Item No. 8.8.

Water Well 10 Access Easement Condemnation Resolution

Sponsor: Adam Falco, City Attorney

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution of the City Council of the City of College Station, Texas, determining that an access easement containing approximately 1.113 acres is needed and needs to be acquired from the landowner, for an access road as a part of the College Station Water Well 10 Project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the resolution.

Summary: College Station is planning to drill three water wells on City-owned land in Brazos County generally located off Sandy Point Road and OSR to serve the City's municipal water supply. Staff met with the landowners and with their attorney to discuss the Well No. 10 project. Access through the landowner's property is needed to access the Well 10 site because access is blocked by the railroad and the Little Brazos River. Negotiations with the landowners have failed, and acquisition by eminent domain is needed to acquire the access easement.

The overall project involves the design and construction of three new water wells and a collection line in the well field. Each well will have a pumping capacity of 3,300 gpm and will be operated using a motor control cabinet, a variable frequency drive, and a generator for backup power. The project will also include building internal access roads and power distribution. The project will also build approximately 12,000 linear feet of collection line between the three wells and the tie in point along Sandy Point Road. Coordination with BTU, Union Pacific and TxDOT is needed for power, access, and utility work.

Budget & Financial Summary:

The Final Offer for the access easement was \$ 39,915.00, which was based on an appraisal report completed by Allen, Williford, and Seale, INC. The City and landowners have not been able to settle upon the cash fair market value and damages, for the access easement.

A combined budget of \$69,300,000 is available in the Water Capital Improvement Projects Fund.

Attachments:

1. Resolution 01-09-25-8.8_Eminent Domanin - Water Well 10 - w Exhibit A
2. SteeleBrook-Access Esmt-Survey-20241028

RESOLUTION NO. 01-09-25-8.8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING THAT AN ACCESS EASEMENT CONTAINING APPROXIMATELY 1.113 ACRES OF LAND IS NEEDED AND NEEDS TO BE ACQUIRED FOR THE CONSTRUCTION AND MAINTENANCE OF AN ACCESS EASEMENT AND AUTHORIZING THE INSTITUTION OF EMINENT DOMAIN PROCEEDINGS.

WHEREAS, the City Council of the City of College Station now finds and determines that public convenience and necessity requires the City of College Station to acquire an access easement over and across a tract of land totaling approximately 1.113 acres for the public purpose of the construction and maintenance of an access easement to access the City of College Station's land in Brazos County, Texas. A more specific description of said access easement is attached hereto as Exhibit A and made a part hereof (herein after the "Land"); and

WHEREAS, the City of College Station, through its duly authorized representatives, has negotiated with the owner of the Land for the purchase of the Land for the purpose stated herein and has been unable to agree with such owner as to the fair cash market value thereof and damages, if any, to obtain the necessary property rights required by the City of College Station; and

WHEREAS, the City Council of the City of College Station has authorized the City Manager or his designee to make an initial written offer to the owner of the Land for the purchase of the same based upon its appraised value, and such offer has been made; now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

Section 1. The facts and recitals set forth in the preamble of this resolution are hereby found to be true and correct.

Section 2. The City Council of the City of College Station finds that, in compliance with Chapter 21 of the Texas Property Code, an initial offer has been made by duly authorized representatives of the City for acquisition of an access easement over and across the herein described Land, and that said offer was not accepted. A final offer has been sent to the owner of the Land. Should that final offer be rejected the only way for the City of College Station to acquire such interest in the Land will be through the filing of eminent domain proceedings.

Section 3. The City Council hereby finds and determines that a public use and necessity exists for the City of College Station to construct and maintain an access easement and to acquire the necessary property rights in the Land as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

Section 4. Should the final offer be rejected by the owner of the Land, the City Attorney, or his designee, is hereby authorized to bring eminent domain proceedings on behalf of the City of College Station under applicable provisions of law, whether provided by §251.001 of the Texas Local Government Code, as amended, Chapter 21 of the Texas Property Code, or by any other provision of law, against the owner or owners of the Land.

PASSED, APPROVED, AND RESOLVED this _____ day of _____, 202____.

John Nichols
Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

Proposed Easement
Steele Brook Mineral & Royalties
Limited tract, called 209.05 acres
Francisco Ruiz survey A-48
Brazos County, Texas
September 2024

All that certain tract or parcel of land lying and being situated in the Francisco Ruiz two-league survey, abstract no. 48 in Brazos County, Texas, being a strip of land through that called 209.05 acre tract conveyed to Steele Brook Mineral & Royalties Limited by deed recorded in volume 9900, page 73 of Official Public Records of Brazos County, Texas, 40 feet wide along the railroad right-of-way through the 209.05 acre tract and 55 feet wide along Highway OSR, and being more particularly described as follows;

Beginning at a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set in 2008 at the intersection of the northwest boundary of the said 209.05 acre tract and the west right-of-way boundary (100 ft. wide) of Union Pacific railroad, being the southeast corner of that 321.18 acre tract described in the deed to the City of College Station recorded in volume 8952, page 152 of Official Public Records of Brazos County, Texas, from where a 3/8" iron rod found at the northeast corner of the 209.05 acre tract, in a northwest right-of-way boundary of Highway OSR, bears N 67° 53' 03" E – 687.8 feet, and USC&GS monument "SIMS 1943" bears S 83° 08' 28" W – 17,976.9 feet;

Thence S 28° 45' 17" E – 997.48 feet, along the said west line of the railroad right-of-way, parallel and 50.0 feet southwest of the track centerline, to its intersection with the northwest right-of-way boundary of Highway OSR (120 ft. wide) as described in the deed to the State of Texas recorded in volume 115, page 16 of the Deed Records of Brazos County, Texas, at a point from where TXDOT Control Mark "RR1-20" (a disk found in concrete) bears N 15° 14' 43" E – 153.8 feet;

Thence S 13° 26' 24" W – 167.50 feet, along the said northwest boundary of Highway OSR and the southeast boundary of the 209.05 acre tract to the most southerly corner of this described easement tract;

Thence N 76° 33' 36" W – 55.00 feet, through the said 209.05 acre tract, to the most westerly corner of this described easement tract;

Thence N 13° 26' 24" E – 168.61 feet, through the said 209.05 acre tract, parallel and 55.00 feet northwest of the said right-of-way boundary of Highway OSR, to a point for corner;

Thence N 28° 45' 17" W – 964.44 feet, through the said 209.05 acre tract, parallel and 40.00 feet southwest of the said west right-of-way boundary of Union Pacific railroad, to the northwest corner of this described easement tract, in the common boundary of the 209.05 acre tract and the said City of College Station 321.18 acre tract;

Thence N 67° 58' 31" E – 40.28 feet, along the said common boundary, to the Point of Beginning and containing 1.113 acre (48,482 sq.ft.) of land more or less.

Bearings are Texas State Plane, NAD83 Central Zone datum, based on GPS observations in Aug. 2024, referenced to Leica SmartNet network. For reference, monument "SIMS 1943" to monument "RR1-20" bears N 85° 34' 38" E.

See survey exhibit plat dated September 2024.

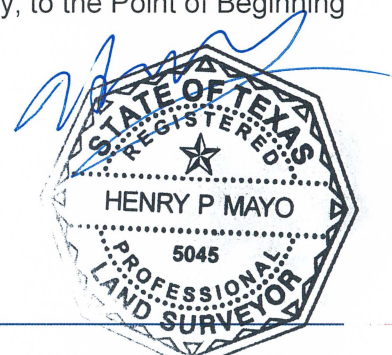


EXHIBIT A



City of College Station
321.18 acres
vol. 8952, pg. 152

Survey Control Note:
USC&GS monument "SIMS 1943"
bears S 83°08'28"W-17,976.9'
from Point of Beginning (P.O.B.)

Existing Easements Notes:

Title Commitment GF No. BC2413314
effective July 28, 2024 from South
Land Title, LLC was relied upon for
existing easement research.

All existing easements may not be
shown.

The blanket electrical easement to
the City of Bryan in vol. 98, page
152 may affect this property.

The drainage canal covered by the
easement to Brazos-Robertson Soil
Conservation District in vol. 140,
page 517 is not located on this
property.

There is a 15' waterline easement,
centered on pipes as installed by
Fairview-Smetana WSC, in vol. 929,
page 758.

**Steele Brook Mineral
& Royalties Limited**
*called 209.05 acres
vol. 9900, pg. 73

20' pipeline easements
vol. 760, pg. 287
(Ferguson Crossing)
- off of this map -

Proposed Easement
1.113 ac. (48,482 sq. ft.)

* Deed Note:

The cited, current deed for this
property includes an old boundary
description called to include 203.3
acres "off the east end of the
363.3 acre tract", but states that it
was later determined to contain
209.05 acres. It also references a
Boundary Line Agreement recorded in
volume 1365, page 94.

Rodrigo Medina and wife,
Tammy Gail Medina; and
Cordel Rodrigo Medina
69.5 acres
vol. 17077, pg. 200

"Sims Lane" (private)

Michelle Marie
Luza Cox
33.519 ac.
vol. 15569
pg. 275

Baseline | DCCM

Baseline Corp. | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | Baseline.DCCM.com

Union Pacific Railroad
100' R.O.W. (100' RR)
vol. 24, pg. 267

City of College Station - "Bart Road"
vol. 10644, pg. 264

Leonard Earl Luce
2.6155 acres
vol. 19220, pg. 35

Felix Floyd Bartkowiak, Jr.
2.6155 acres
vol. 18285, pg. 175

**Steele Brook Mineral
& Royalties Limited**
*called 209.05 acres
vol. 9900, pg. 73

15' pipeline easement
vol. 760, pg. 295
(Ferguson Crossing)

Old San Antonio Road
State Highway OSR
120' R.O.W. - vol. 115, pg. 16

Larry T. Lero and
wife, Lisa A. Lero
44.00 acres
vol. 1301, pg. 244

Sept.
2024

0 50 100 200 300 400 Ft

Bearings are Texas State Plane, NAD83
Central Zone datum, based on GPS
observations in Aug. 2024, referenced
to Leica SmartNet network.

For reference, monument "SIMS 1943"
to monument "RR1-20" = N 85°34'38"E.

Proposed Easement
**Steele Brook Mineral
& Royalties Limited**
209.05 acre tract
F. Ruiz survey A-48
Brazos County, Texas

Proposed Easement
Steele Brook Mineral & Royalties
Limited tract, called 209.05 acres
Francisco Ruiz survey A-48
Brazos County, Texas
September 2024

All that certain tract or parcel of land lying and being situated in the Francisco Ruiz two-league survey, abstract no. 48 in Brazos County, Texas, being a strip of land through that called 209.05 acre tract conveyed to Steele Brook Mineral & Royalties Limited by deed recorded in volume 9900, page 73 of Official Public Records of Brazos County, Texas, 40 feet wide along the railroad right-of-way through the 209.05 acre tract and 55 feet wide along Highway OSR, and being more particularly described as follows;

Beginning at a 1/2" iron rod with an orange plastic cap stamped "H.P. MAYO RPLS 5045" set in 2008 at the intersection of the northwest boundary of the said 209.05 acre tract and the west right-of-way boundary (100 ft. wide) of Union Pacific railroad, being the southeast corner of that 321.18 acre tract described in the deed to the City of College Station recorded in volume 8952, page 152 of Official Public Records of Brazos County, Texas, from where a 3/8" iron rod found at the northeast corner of the 209.05 acre tract, in a northwest right-of-way boundary of Highway OSR, bears N 67° 53' 03" E – 687.8 feet, and USC&GS monument "SIMS 1943" bears S 83° 08' 28" W – 17,976.9 feet;

Thence S 28° 45' 17" E – 997.48 feet, along the said west line of the railroad right-of-way, parallel and 50.0 feet southwest of the track centerline, to its intersection with the northwest right-of-way boundary of Highway OSR (120 ft. wide) as described in the deed to the State of Texas recorded in volume 115, page 16 of the Deed Records of Brazos County, Texas, at a point from where TXDOT Control Mark "RR1-20" (a disk found in concrete) bears N 15° 14' 43" E – 153.8 feet;

Thence S 13° 26' 24" W – 167.50 feet, along the said northwest boundary of Highway OSR and the southeast boundary of the 209.05 acre tract to the most southerly corner of this described easement tract;

Thence N 76° 33' 36" W – 55.00 feet, through the said 209.05 acre tract, to the most westerly corner of this described easement tract;

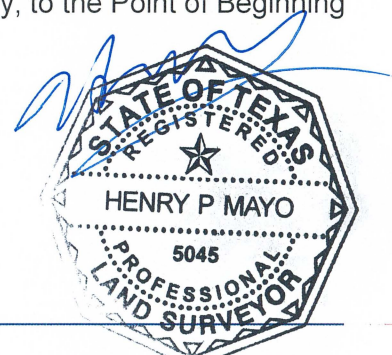
Thence N 13° 26' 24" E – 168.61 feet, through the said 209.05 acre tract, parallel and 55.00 feet northwest of the said right-of-way boundary of Highway OSR, to a point for corner;

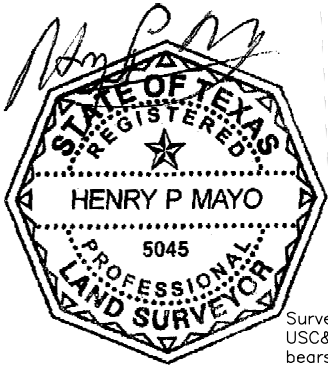
Thence N 28° 45' 17" W – 964.44 feet, through the said 209.05 acre tract, parallel and 40.00 feet southwest of the said west right-of-way boundary of Union Pacific railroad, to the northwest corner of this described easement tract, in the common boundary of the 209.05 acre tract and the said City of College Station 321.18 acre tract;

Thence N 67° 58' 31" E – 40.28 feet, along the said common boundary, to the Point of Beginning and containing 1.113 acre (48,482 sq.ft.) of land more or less.

Bearings are Texas State Plane, NAD83 Central Zone datum, based on GPS observations in Aug. 2024, referenced to Leica SmartNet network. For reference, monument "SIMS 1943" to monument "RR1-20" bears N 85° 34' 38" E.

See survey exhibit plat dated September 2024.





City of College Station
321.18 acres
vol. 8952, pg. 152

Survey Control Note:
USC&GS monument "SIMS 1943"
bears S 83°08'28"W-17,976.9'
from Point of Beginning (P.O.B.)

Existing Easements Notes:

Title Commitment GF No. BC2413314
effective July 28, 2024 from South
Land Title, LLC was relied upon for
existing easement research.

All existing easements may not be
shown.

The blanket electrical easement to
the City of Bryan in vol. 98, page
152 may affect this property.

The drainage canal covered by the
easement to Brazos-Robertson Soil
Conservation District in vol. 140,
page 517 is not located on this
property.

There is a 15' waterline easement,
centered on pipes as installed by
Fairview-Smetana WSC, in vol. 929,
page 758.

**Steele Brook Mineral
& Royalties Limited**
*called 209.05 acres
vol. 9900, pg. 73

20' pipeline easements
vol. 760, pg. 287
(Ferguson Crossing)
- off of this map -

* Deed Note:

The cited, current deed for this
property includes an old boundary
description called to include 203.3
acres "off the east end of the
363.3 acre tract", but states that it
was later determined to contain
209.05 acres. It also references a
Boundary Line Agreement recorded in
volume 1365, page 94.

Rodrigo Medina and wife,
Tammy Gail Medina; and
Cordel Rodrigo Medina
69.5 acres
vol. 17077, pg. 200

"Sims Lane" (private)

Michelle Marie
Luza Cox
33.519 ac.
vol. 15569
pg. 275

Baseline | DCCM

Baseline Corp. | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | Baseline.DCCM.com

Union Pacific Railroad
100' R.O.W. (100' RR)
vol. 24, pg. 267

City of College Station - "Bart Road"
vol. 10644, pg. 264

Leonard Earl Luce
2.6155 acres
vol. 19220, pg. 35

Felix Floyd Bartkowiak, Jr.
2.6155 acres
vol. 18285, pg. 175

**Steele Brook Mineral
& Royalties Limited**
*called 209.05 acres
vol. 9900, pg. 73

15' pipeline easement
vol. 760, pg. 295
(Ferguson Crossing)

Old San Antonio Road
State Highway OSR
120' R.O.W. - vol. 115, pg. 16

Larry T. Lero and
wife, Lisa A. Lero
44.00 acres
vol. 1301, pg. 244

Proposed Easement
1.113 ac. (48,482 sq. ft.)

TXDOT Control Mark
"RR1-20" (disk in conc.)
RR ♀ at
R.O.W. line

Sept.
2024

0 50 100 200 300 400 Ft

Bearings are Texas State Plane, NAD83
Central Zone datum, based on GPS
observations in Aug. 2024, referenced
to Leica SmartNet network.

For reference, monument "SIMS 1943"
to monument "RR1-20" = N 85°34'38"E.

Proposed Easement
**Steele Brook Mineral
& Royalties Limited**
209.05 acre tract
F. Ruiz survey A-48
Brazos County, Texas

January 9, 2025

Item No. 9.1.

Items of Community Interest and Council Calendar

Sponsor: City Council

Reviewed By CBC: City Council

Agenda Caption: Items of Community Interest and Council Calendar: The Council may discuss upcoming events and 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.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of January 10th thru January 23rd:

January 10 – Brazos Valley Museum of Natural History: Tribute to Lou Ann & Mike McKinney

January 13 – Bicycle, Pedestrian and Greenways Advisory Board

January 14 – Brazos G - Subregional Meeting

January 15 – BVSWMA Board Meeting

January 16 – TML Legislative Update 1

January 16 – Ribbon Cutting - Arts Center of Brazos Valley

January 20 – City Offices Closed - Martin Luther King Day

January 21 – Intergovernmental Committee Meeting

January 21 – Council Transportation Committee Meeting

January 22 – 2025 Economic Outlook Conference

January 23 – City Council Meeting

Budget & Financial Summary: None.

Attachments:

None

January 9, 2025

Item No. 10.1.

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