



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#

March 13, 2025

6:00 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. 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 in 3100 block of Harvey Road.

3. The Open Meeting will Reconvene 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. Presentation - Proclamations, Awards, and Recognitions.

- 5.1. Presentation proclaiming the Friends of the Bryan + College Station Public Library System 70th Anniversary.

Sponsors: Ross Brady

Attachments: 1. Proclamation for Friends of the Library 70th Anniversary

6. 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.

7. 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.

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

- February 18, 2025 Special Meeting (Retreat)
- February 19, 2025 Special Meeting (Retreat)
- February 27, 2025 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. RTM021825 DRAFT Minutes
2. RTM021925 DRAFT Minutes
3. CCM022725 DRAFT Minutes

- 7.2. Presentation, discussion, and possible action regarding a contract amendment to a contract with LULAC Oak Hill, Inc. to revise interest language, revise the schedule of values, and reduce the total contract amount by \$392,979.47.

Sponsors: Joshua Brooks

Attachments: 1. 24300104 LULAC Second Amendment

- 7.3. Presentation, discussion, and possible action amending the Fiscal and Budgetary Policy Statements adding a cost and lifespan threshold for Right to Use assets (RTU), and updating the cost threshold for fixed assets.

Sponsors: Anita Dorsey

Attachments: 1. Fiscal Manual (Redlined) - Fiscal And Budgetary Policy Statements Spring 2025
2. Fiscal Manual - Fiscal And Budgetary Policy Statements Spring 2025

- 7.4. Presentation, discussion, and possible action on purchasing services for Door Badge Access Replacement from The Personal Computer Store Inc. DBA Avinext in the amount of \$372,532.71.

Sponsors: Sam Rivera

Attachments: 1. City Council Coversheet for Consent Agenda
2. Contract & Agreement Routing Form

8. Regular Agenda.

- 8.1. Presentation, discussion, and possible action relating to receiving the annual audit reports and Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2024.

Sponsors: Michael DeHaven

Attachments: None

- 8.2. Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning an 872 square foot, generally 5-foot-wide Sidewalk Easement, said easement crossing Lot 4, Block 9, in the W. C. Boyett Estate Partition, as described by metes and bounds recorded in Volume 4031, Page 341 of the Official Public Records of Brazos County, Texas.

Sponsors: Lucas Harper

Attachments:

1. Abandonment Application
2. Vicinity Map
3. Location Map
4. Abandonment Ordinance

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 March 7, 2025 at 5:00 p.m.



City Secretary

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

Penal Code § 30.07. Trespass by License Holder with an Openly Carried Handgun.

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

Codigo Penal § 30.07. Traspasar Portando Armas de Mano al Aire Libre con Licencia.

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

March 13, 2025

Item No. 5.1.

Friends of the Bryan + College Station Public Library System 70th Anniversary

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming the Friends of the Bryan + College Station Public Library System 70th Anniversary.

Relationship to Strategic Goals:

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

1. Proclamation for Friends of the Library 70th Anniversary



Proclamation

WHEREAS, the Friends of the Bryan + College Station Public Library System was founded and established in 1955 as a non-profit organization to support the community libraries in Bryan and College Station; and

WHEREAS, the purpose of the Friends is to promote the library system, encouraging citizens to use the many and varied services offered by the system; and

WHEREAS, the Friends heighten community awareness of the library's resources, services, and development efforts to build long-term library support; and

WHEREAS, 2025 marks the 70th Anniversary of the establishment of the Friends and they wish to celebrate this milestone with many festivities and programs throughout the year, including one during National Library Week on April 8, 2025; and

WHEREAS, the College Station City Council, the Library System and the Library Advisory Group recognize and appreciate the 70 years of contributions and support to the library system by the Friends; and

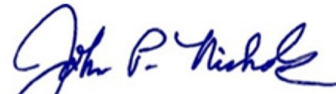
WHEREAS, contributions and support from the Friends have enhanced and improved the services, programs and functionality of the library; and

WHEREAS, all citizens are encouraged to show support for the Friends by becoming members and participating in future book sales.

NOW, THEREFORE, I, John P. Nichols, Mayor of College Station proclaim and celebrate the

Friends of the Bryan + College Station Public Library System 70th Anniversary

IN WITNESS WHEREOF, I have set my hand and caused the seal of the City of College Station to be affixed this 13th day of March 2025.


John P. Nichols
Mayor

Attest:


Tanya Smith
City Secretary

March 13, 2025

Item No. 7.1.

February 18th & 19th Special (Retreat) Minutes and February 27th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

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

- February 18, 2025 Special Meeting (Retreat)
- February 19, 2025 Special Meeting (Retreat)
- February 27, 2025 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. RTM021825 DRAFT Minutes
2. RTM021925 DRAFT Minutes
3. CCM022725 DRAFT Minutes

MINUTES OF THE CITY COUNCIL SPECIAL MEETING (RETREAT)
CITY OF COLLEGE STATION
FEBRUARY 18, 2025

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
Jeff Kersten, Assistant City Manager
Jennifer Prochazka, Assistant City Manager
Michael Ostrowski, Chief Development Officer
Adam Falco, City Attorney
Leslie Whitten, Deputy City Attorney
Tanya Smith, 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 at 9:00 a.m. on Tuesday, February 18, 2025, in the Training Room, 800 Krenk Tap Rd, College Station, TX 77840.

2. SPECIAL ITEMS

2.1. Presentation, discussion and possible action regarding strategic planning.

Bryan Woods, City Manager, provided a brief overview of what will be discussed over the next two days: Strategic, Operational and Tactical.

FY26 Budget overview and Financial forecast

FY26 Early Forecast (Things we do know)

- Revenues –
 - Sales tax through January (November Sales) equals FY25 Budget.
 - Currently assuming a 2.0% increase for FY26.
 - Utility transfers to remain unchanged.

- Interest income should be significant again as the Fed rates remain higher than pandemic levels.
- Expenses –
 - Fixed Costs and Contractual Obligation adjustments resulted in \$200K of savings
 - 12 Firefighters for Fire Station #7, funded by SAFER at 100% for 3 years, will begin in FY25
 - 12 Firefighters for Fire Station #7, funded by SAFER at pre-pandemic levels for 3 years, beginning in FY26
 - 12 additional Police Officers have been added in FY26
 - Step increases for Public Safety.
 - COLA increase for non-step staff with 25% of staff eligible for merit pay.
 - No employee increase for healthcare premiums needed.

FY26 Early Forecast (Things we don't know)

- Revenue –
 - Property Tax valuations.
 - Recommended property tax rate.
 - Federal Grant funding and other changes.
 - State Legislature funding and other changes.
- Expenses –
 - Direction from Council from the Strategic Retreat.
 - Target Budget adjustment savings of ~\$500K after departmental reviews.
 - Department Service Level Adjustment requests (one-time and recurring).
 - Adjustments needed to address vacancy rates significantly over the target rate of 3%.
 - Capital Projects updated timing
 - Hotel Tax and other Special Revenue Funds
 - Utility rate changes (metered and CPI-U)

FY 26 Early Forecast (Balancing of Five-Year Forecast)

- We evaluate the impact of any assumption changes or service level changes over a five-year period.
- 1 cent on the tax rate is estimated to generate approximately \$1.2 million in recurring revenue

	FY26 Forecast	FY27 Forecast	FY28 Forecast	FY29 Forecast	FY30 Forecast	FY31 Forecast
TOTAL REVENUES	\$121,040	\$124,190	\$127,500	\$129,460	\$132,910	\$136,820
TOTAL RECUR EXP:	\$123,540	\$126,820	\$128,990	\$131,330	\$133,430	\$136,400
Inc/(Dec) to FB - Recurring:	(2,500)	(2,630)	(1,490)	(1,870)	(520)	420

FY26 Early Fund Balance

(General Fund Available Fund Balance)

	FY26 Forecast (000)
BEGINNING TOTAL FUND BALANCE	\$85,840
Assigned Balances	
Reserves	31,410
Future Rec or Convention Center	11,600
Eco Dev Project or Incentives	6,600
Federal Uncertainty	5,000
Grant matching	1,750
Vehicles	1,500
State or Council Requests / Elections	770
Total Assigned Fund Balance	58,630
ENDING UNASSIGNED FUND BALANCE	\$27,210

FY26 Capital Plan

- WHAT WE KNOW –
 - ~ \$9.7 million of real estate gains currently saved in Capital Funds for business park infrastructure
 - Funding has outpaced construction, resulting in unspent balances in capital funds.
 - FY25 Funding plan was to issue ~\$86 million for both Governmental Debt and Utility Obligations
 - FY25 Debt Capacity was ~\$15 million for each of the 5 years from FY26 to FY31
 - 1 cent on the tax rate is estimated to fund a \$17 million project in General Government (streets, facilities, parks)
- WHAT WE DON'T KNOW –
 - Timing and amount of issuance for FY25, could range from just water / wastewater of ~\$30 million to total FY25 plan.
 - Can possibly call early \$4.0 million of FY13 GO debt
 - Projected spending timelines for existing capital projects.
 - State Legislature impact on issuance of CO's.

FY26 Timeline by Month

- Jan-Mar: Personnel, Fixed Costs, Contractual Obligations, Target Budget preparation
 - Develop the Early Forecast for specific areas/funds.
 - Adjust positions, benefits, and vacancies.
 - Analyze trends, update projections.
- Apr-Jun: Analysis, consolidation, and assumption finalization
 - Reviews by CMO and Budget Congress to finalize allocations
 - Evaluate property tax valuation and tax rate impacts
 - Workshop Presentation materials & analysis
- Jul-Aug: Council Review & Approval
 - Based on legal deadlines.
 - City Manager Budget Presentation to Council as required by charter.

- Council Review and Input provided (Budget Workshops).
- Public Hearings & Community Input.
- Council Budget & Tax Rate Adoption.
- Sep-Dec: Final Document generation & preparation
 - Final Edits & Distribution
 - Year-End Review: Fund balances & audit support
 - Planning for Next Year: Process improvements & Way Too Early Forecast

Council asked questions of the department directors regarding items of interest on programs, processes, opportunities and challenges.

- Capital Projects Operations

Mayor Nichols recessed the meeting at 12:15 p.m.

The meeting resumed at 12:39 p.m.

Council continued with questions they have for department directors regarding items of interest on programs, processes, opportunities and challenges.

- Economic/Tourism
- Water Services
- Electric Services
- Community Services

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

No future items at this time.

4. Adjournment.

There being no further business, Mayor Nichols adjourned the Meeting of the City Council at 2:40 p.m. on Tuesday, February 18, 2025.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL SPECIAL MEETING (RETREAT)
CITY OF COLLEGE STATION
FEBRUARY 19, 2025

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
Jeff Kersten, Assistant City Manager
Jennifer Prochazka, Assistant City Manager
Michael Ostrowski, Chief Development Officer
Adam Falco, City Attorney
Leslie Whitten, Assistant City Attorney
Tanya Smith, 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 at 9:10 a.m. on Wednesday, February 19, 2025, in the Training Room, 800 Krenek Tap Rd, College Station, TX 77840.

2. REGULAR ITEMS

2.1. Presentation, discussion and possible action regarding strategic planning.

Mayor Nichols opened for Council's to have general discussion on Strategic Planning and updates on the Strategic Plan.

City Council's High Priorities on Strategic Planning:

- I) Mayor Pro Tem Mark Smith
 - a. Sustainable organization providing quality, reliable service
 - b. Financial sustainability
 - c. Invest resources in quality of life
 - d. Rec Center
 - e. Convention Center
 - i. Combination of community and external use

- II) Councilmember William Wright

- a. Public Works building
- b. Registered parking in dense neighborhoods
- c. Northgate
 - i. Northgate 10
 - 1. Birthday party
 - 2. Brick sidewalk
 - 3. 10 crawls
 - ii. Define historic
- d. Library
 - i. Drop boxes
 - ii. Ease of use
- e. Wolf Pen Creek
 - i. Breakdown of what we want to do at Wolf Pen Creek
 - ii. Make starlight a music festival, not concert series
 - iii. Dining opportunities – overlook restaurant
 - iv. Outside event management
- f. Film City designation
 - i. Foster/nurture film industry
- g. Covered parking for PD

III) Councilmember David White

- a. Convention Center
- b. Rec Center
- c. No More Than Four
- d. Northgate
- e. Midtown
- f. Macy's
- g. Legislative
- h. Ball Parks
 - i. Prioritize Hensel Park

IV) Councilmember Melissa McIlhaney

- a. Tourism
 - i. College Station as a destination
- b. West Side
- c. Easterwood
- d. Workforce Development
 - i. Regional
 - ii. Our biggest challenge moving forward
- e. Housing Action Plan
- f. Public Communications
 - i. Reputation for lacking transparency

V) Councilmember Bob Yancy

- a. Transparency
 - i. Citizen input on quality-of-life projects
- b. Council involvement early in due diligence
- c. Use City survey tool

- d. Bond elections
- e. Ad hoc committees to report to council
- f. Economic Development and tourism driven by council
- g. Job growth
- h. 3rd business park
- i. Baseball for All Complex
- j. Extend Texas Independence Park to Highway
- k. Midtown
- l. Northgate surface lot
 - i. On right track now
- m. Rebrand 1207
- n. Housing crisis
 - i. Occupancy enforcement
 - 1. Change what we're doing
 - ii. Impact fees
- o. Fujifilm

VI) Councilmember Scott Shafer

- a. Surveying citizens
- b. Southwest Park
- c. Rec Center
 - i. Consider Macy's building
- d. Mobility
 - i. Bicycle improvements
 - ii. Wider sidewalks
 - iii. Brazos Transit District
- e. Public Works facility
- f. Infrastructure in ageing areas
 - i. Water lines
- g. Occupancy Enforcement
 - i. Consider stricter enforcement
- h. Aging multifamily communities
- i. Bush/Wellborn intersection
 - i. Alternative traffic routes in existing neighborhoods
 - ii. Traffic calming in southside area
- j. Wolf Pen Creek Park
- k. Northgate
- l. Hensel Park
 - i. Lock-in TAMU as a partner
- m. Midtown
 - i. Texas Independence Park
- n. Sustainable drainage / detention ponds
- o. Clean energy
- p. Tree planting / heat islands

VII) Mayor John Nichols

- a. Water supply & conservation
 - i. Historic use rights

- ii. WaterSmart software
- iii. Incentive change in water use/conservation
- b. Brazos Transit District

Mayor Nichols recessed the meeting at 12:25 p.m.

The meeting resumed at 12:54 p.m.

Continuing with High Priorities/Common Themes on Strategic Planning:

- Citywide Drainage Issues
- 5-year forecast and upcoming budget
- Overview on Budget Congress Discussion
- Fire Station No. 7
- Rec Center
- Convention Center
- Wolf Pen Creek Park
- Baseball Fields
- Occupancy Enforcement
- Northgate
- Midtown
- Housing affordability
- Public Works facility
- Mobility

Mayor Nichols recessed the meeting at 1:43 p.m.

The meeting resumed at 1:49 p.m.

Bryan Woods, City Manager, provided general discussion and a summary regarding the history of the City-owned property at Post Oak Mall, at the request of the City Council.

As the next step in strategic planning, staff will send the council a list of the priorities recorded during the retreat, the Council will be asked to vote individually on the items of importance to them, items receiving a consensus vote will be incorporated in the strategic plan and brought to Council for consideration and approval.

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

No future items at this time.

4. Executive Session Agenda.

No executive session needed.

5. Adjournment.

There being no further business, Mayor Nichols adjourned the Meeting of the City Council at 4:14 p.m. on Wednesday, February 19, 202.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
FEBRUARY 27, 2025

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

Mark Smith
William Wright - absent
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 February 27, 2025, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Presentation of the Employee of the Year nominees and recognition of the Employee of the Year, the City Impact Award, and the City Leadership Award recipients.

Nominees for Employee of the Year were:

Will Anderson, Casey Barone, Brian Binford, Jason Borne, Laurie Brown, David Brower, Matthew Brunson, Ashley Dorsett, Michael Privitt, Alexander Wade, Lillian Wells, Jennifer Smith, Christopher Redding, Carol Rodriquez, Jamie Duff, Teryn McGinness, and Iroshi Price.

The Employee of the Year is David Brower, Community Development Analyst, Community Services. Of note was his dedication to his work, personal touch he brings to his work, dependability, finding solutions to difficult situations, and developing positive relationships with the community and contractors.

Bryan Woods, City Manager, announced the City Impact Award, which is given by the City Manager's Office to the employee who had a meaningful and long-lasting impact on College Station and the community during the past year.

The recipient of the inaugural City Impact Award was Casey Borne, Economic Development & Tourism, who has been recognized by her peers and by city leadership for his/her contributions to the city.

Mr. Woods announced the City Leadership Award, which is given by the City Manager's Office to a department director or assistant director who demonstrated outstanding leadership over the past year. Recipients are nominated by their peers on the Executive Leadership Team.

The recipient of the inaugural City Leadership Award is Billy Couch, Police Chief, his leadership skills and guidance produced a direct and immediate impact in his/her department and throughout the community.

The Council Meeting recessed at 3:19 p.m. for a reception honoring the Employee of the Year nominees and recognition of the Employee of the Year, the City Impact Award, and the City Leadership Award recipients.

3. Reception.

The Council Meeting reconvened at 3:45 p.m.

4. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, §551.086-Competitive Matters and §551.087-Economic Incentive Negotiations and the College Station City Council convened into Executive Session at 3:45 p.m. on February 27, 2025, to continue discussing matters pertaining to:

4.1. 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
- 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
- Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County.

4.2. 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 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.

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

- Council Self-Evaluation

4.4. Deliberation on a competitive matter as that term is defined in Gov't Code Section 552.133; to wit:

- Power Supply

4.5. 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.
- Economic development agreement for a development generally located at the intersection of Raymond Stotzer Parkway and State Highway 47.

5. 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 6:00 p.m. No action was taken.

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

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, to approve an absence request from Councilmember William Wright for the February 27, 2025 Council Meeting. The motion carried unanimously.

7. Hear Visitors Comments.

Ben Crockett, College Station, came before Council regarding the Fair Housing Act and adding students as a protected class. He provided information from a model ordinance adding students to the city's Fair Housing Code created from an ordinance from the City of Austin.

Shelby Behm, College Station, came before Council regarding development and tax issues in Midtown. Ms. Behm read the City of College Station's Resolution 02-23-12-2b that came before Council in February 12, 2012, supporting the planning efforts for the Medical District and acknowledging the economic development initiative of the planned infrastructure improvements in the area. She concluded that City needs Midtown to grow and not put money into Macy's nor a Recreation Center.

Craig Regan, College Station, came before Council regarding his concerns with the purchase of Macy's. Mr. Regan stated that citizens didn't have the background information, which made things more confusing until material could be obtained through a open record request. He stated that the rationale behind this decision, which was decided behind closed doors, is becoming increasingly clear to him and a few other citizens.

8. 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.

(8.6), (8.7), (8.10), and (8.11) were pulled for clarification.

(8.6) Kim Voiter, Utilities Admin Manager, stated that Staff issued Bid #25-034 on December 19, 2024, for Annual Price Agreement for Purchase of Various Electric Inventory Items and the Bid was opened on January 23, 2025. Three (3) sealed proposals were received and Electric staff reviewed for compliance of required specifications, pricing, and delivery times. Staff orders as needed.

(8.7) Ty Elliott, Internal Auditor, explained that the ThirdLine software products leverage advanced analytics to monitor data within public sector enterprise resource planning (ERP) systems, providing recommendations to enhance efficiency, mitigate risks, and strengthen controls. These analytics work together, running continuously to review all transactions and assist auditors in identifying and analyzing risks, which is critical for minimizing fraud, waste, and abuse. In the most recent audit project, Accounts Payable, Vendor Management, and Role-Based Access Controls the City Auditors Office utilized ThirdLine's tools. These solutions have significantly improved the audits efficiency, expanded audit coverage, and reduced resource costs.

(8.10) Jennifer Prochaska, Assistant City Manager, stated that this project started off for just fields, but this project now involves the design, and construction of Texas Independence Park, located at 7300 Rock Prairie Road East. Amenities to Texas Independence Park include Bike Track, Playground, Picnic Areas, Dog Park, Disc Golf, Fishing, and Trails. After evaluations and interviews, Skanska USA Building Inc was selected as the most qualified, and best value to the city based on the published selection criteria. A consensus of Council directed the City Manager to issue a letter to Halff Consulting requesting a resolution and return of costs paid on the design of Texas Independence Park.

(8.11) Richard Mann, Fire Chief, stated that this item is to update the current 1971 agreement with Texas A&M University for the provision of fire service by the City of College Station Fire Department to main campus property. This agreement is based on a user-fee model whereby TAMU annual payment is based on the percentage of the College Station Fire Department budget for the percentage of total incident responses to TAMU campus. The financial payment escalates from 60% to 100% by FY28.

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

- **February 13, 2025 Council Meeting**

8.2. Presentation, discussion, and possible action on the second reading of Ordinance No. 2025-4576 renewing a non-exclusive natural gas franchise to Atmos Energy Corporation Mid-Tex Division.

8.3. Presentation, discussion, and possible action on approving annual purchases of auto parts, shop equipment and services from NAPA Auto Parts (College Station, TX) through the Purchasing Solutions Alliance in the annual not-to-exceed amount of \$180,000.

8.4. Presentation, discussion, and possible action on approving an annual blanket purchase order for repair parts and repair labor from Siddons-Martin Emergency Group through the BuyBoard in the annual not-to-exceed amount of \$250,000.

8.5. Presentation, discussion, and possible action on approving annual tire purchases and retread services from Southern Tire Mart, LLC through the BuyBoard in the annual not-to-exceed amount of \$310,000.

8.6. Presentation, discussion, and possible action on annual price agreements for various Electric Warehouse inventory items with KBS Electrical (KBS) for \$508,287.00, and Techline, Inc (Techline) for \$1,383,562.50 for a total not-to-exceed amount of \$1,891,849.50.

8.7. Presentation, discussion, and possible action approving a purchase order for the acquisition of a data analytics consultant from ThirdLine Inc., LLC for a not-to-exceed contract in the amount of \$124,910.

8.8. Presentation, discussion, and possible action on an emergency construction contract with Larry Young Paving, Inc. in the amount of \$486,977.44 plus the City's contingency in the amount of \$48,697.74 for a total appropriation of \$535,675.18 for emergency repairs to culverts under Holleman Drive. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

8.9. Presentation, discussion, and possible action on a contract with Baktown, LLC dba Still Creek Mechanical in the amount of \$121,200 for the Fire Station 6 HVAC Replacement Project.

8.10. Presentation, discussion, and possible action on a Construction Manager at Risk (CMAR) Contract with Skanska USA Building, Inc., for the Texas Independence Park Development Project. The anticipated budget for this project is \$20,000,000.

8.11. Presentation, discussion, and possible action and discussion regarding an interlocal agreement with Texas A&M University to provide fire protection services from the College Station Fire Department to the Texas A&M campus.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Yancy, the City Council voted six (6) for and none (0) opposed, to approve the Consent agenda along with item 8.1 as it appears on the dais. The motion carried unanimously.

9. WORKSHOP ITEMS

9.1. Presentation, discussion, and possible action regarding an update of the over occupancy enforcement.

Jennifer Prochaska, Assistant City Manager, provided an update of the over occupancy enforcement, as well as a brief background of this item.

History of Occupancy Ordinance

- 1939 Occupancy limitation established
- 2020 Changed Family definition
- 2021 Defined Shared Housing
- 2022 Increased proactive enforcement
- 2023 Paused enforcement for education
- 2024 Shifted to civil penalty and began enforcement again

Enforcement Efforts by the Numbers

Year	# of Addresses	Proactive	Reactive	Investigation Outcome	Fines
2015	1	0	1	Insufficient evidence for summons	0
2016	7	0	7	Insufficient evidence for summons	0
2017	29	11	18	3 summons submitted, 2 accepted, 1 dismissed by Prosecutor	\$785
2018	13	4	9	2 summons submitted, 2 accepted, 2 found liable	\$457
2019	10	1	9	1 summons submitted, 1 accepted, 1 found liable	\$285
2020	14	1	13	Insufficient evidence for summons	0
2021	13	1	12	Insufficient evidence for summons	0
2022	182	163	19	216 Summons Submitted/78 accepted/51 found liable	\$22,157
2023	9	1	8	2 summons submitted/both rejected by Prosecutor	0
2024 (4 mo.)	58	25	33	27 civil violations issued/12 found liable	\$3,060
2025 (YTD)	31	30	1	6 civil violations issued/2 found liable/2 pending	\$610 / \$1,275
		237 (65%)	130 (35%)	257 summons/citations/ 101 accepted	\$27,354

Process

- Proactive and reactive investigations
- Collection of evidence (30-day investigation period)
 - ✓ Visual property observations throughout the day
 - ✓ Vehicle information
 - ✓ Tenant interviews
 - ✓ View leases

Enforcement in Other College Towns

- Most are civil violations
- Most cases are reactive
- Over-occupancy is difficult to prove
- Complaint to violation ratio is low
- More success addressing symptoms

Challenges

- Fact-intensive cases
- Elements of proof needed to prosecute
- Direct evidence vs. circumstantial evidence
- Limited police powers to gather evidence
- High resource demand for low acuity
- Community presumption of guilt

Recent Actions Completed

- 2018 – Parking requirements per bedroom
- 2020 – Impervious cover limitation
- 2021 – Restricted Occupancy Overlay (ROO) zoning district
- 2022 – Shared Housing use
- 2022 – Middle Housing zoning district
- 2023 – High Occupancy Overlay (HOO) zoning district
- 2023 – City-initiated rezonings to Middle Housing and HOO
- 2023 – TAMU Office of Off Campus Student Housing
- 2024 – Civil violation

Potential Future Actions

- Higher percentage of staff time to over-occupancy enforcement
- Higher percentage of staff time to “symptom” enforcement
- Street parking modifications
 - ✓ Paid or permit parking
 - ✓ Remove parking
 - ✓ Restrict overnight parking
- Further modify impervious surface maximums
- City-initiated rezonings of additional areas

Mayor Nichols opened for Citizen Comments.

Katherine Edwards, College Station, stated that Jennifer Prochaska and Judge Ed Spillane covered the concerns she was planning to bring forward. Ms. Edwards explained that students are giving clever on covering their tracks with the no more than 4 unrelated.

Shirley Dupriest, College Station, came before Council stating that this will never get resolved here in College Station, but other communities seem to be able to. She offered to pay for 2 additional code enforcement officers to cover the issues on enforcement.

Fred Dupriest, College Station, came before Council regarding 2024 results showing what he feels is ineffective enforcement. He read sections of SB 1567 and HB 2797 as stated that he believes the Texas A&M Student Government Association has declared war on College Station’s working class. He went on to state there are deceptive metrics: 100% of 72 homes reported in the study area over 5 years had more than 4 vehicles. He stated that several changes are needed: evidence collection must be done before 7:00 am, reduce the required days of evidence or eliminate them entirely, clarify that a student having a lease at another home is not an allowed defense, count vehicles down or across the street if documented as having been on the property overnight previously, allow follow-up fines to make the penalty more consequential.

There being no further comments, Citizen Comments was closed.

A majority of Council directed staff to begin investigations (pictures) before 7 am, and bring back options to commit more resources, limit parking by various means, provide a disclosure in leases, and examine possibilities to not just students but other parties involved in leasing or ownership.

Mayor Nichols recessed Council Meeting at 9:14 p.m.

The Council Meeting reconvened at 9:24 p.m.

9.2. Presentation, discussion, and possible action regarding an update on the Recreation Center Feasibility Study.

Jennifer Prochaska, Assistant City Manager, stated that the Council approved a contract with Brinkley, Sargent, Wiginton Architects in October 2023 for a two-phased evaluation of a potential recreation center in College Station. Phase one was presented to the Council in August 2024 and included findings related to a market analysis and needs assessment, including results of a statistically valid survey and extensive public engagement. Phase two includes site concept development, operations

assessment, cost pro forma, and engagement of a steering committee. Staff reviewed the phase one findings and provided an update of phase two progress.

Needs Assessment Findings

High Priority Indoor Amenities

- Indoor running/walking track
- Swimming pool for lap swimming
- Cardio equipment/free weights
- Swimming pool for leisure/play
- Pickleball courts

Medium Priority Indoor Amenities

- Multi-use spaces for fitness spaces or group exercise
- Swimming pool therapeutic programs
- Indoor basketball /volleyball courts
- Senior Center
- Special event space
- Game room
- Meeting rooms
- Teaching kitchen
- Swimming pool for lessons

High Priority Programs

1. Adult fitness and wellness programs
2. Special interest classes
3. Community special events
4. Arts and crafts programs and activities
5. Environmental education/nature programs
6. Water fitness programs/lap swimming
7. Group fitness programs
8. Cultural enrichment programs
9. Outdoor environmental/nature camps and programs
10. Senior programs
11. Self-directed fitness
12. Special events
13. Healthy eating programs and dieting programs
14. Pickleball leagues

Engagement Findings (Key Themes)

- Residents desire a family-oriented facility that serves all ages.
- Identified strengths include youth programs, sports leagues, and senior facilities.
- Noted weaknesses are the absence of an indoor pool, insufficient indoor recreational facilities, and low staffing levels.
- Many open house attendees emphasized the need for pickleball courts, year-round indoor lap and leisure pools, and gymnasium/fitness areas.

Visitation Data

- There is significant use of facilities at the University year-round, with typical school year peaks and valleys.
- Other multi-service facilities in the area show a more consistent level of visitation and demonstrate a significantly lower average visitation.

Summary: Top needs related to indoor spaces:

- Multi-purpose/family oriented
- Walking track
- Swimming pools
- City-operated

College Station offers fewer facilities than benchmarked communities; and Texas A&M recreation facilities are student-focused and are not widely used by public. The College Station community needs more indoor recreation opportunities.

Options Provided

College Station Recreation Center Study Draft Space Program Options			OPTION 1 - Dry Side NOTES:	OPTION 2 - Add leisure pool NOTES:	OPTION 3 - Add lap pool NOTES:
Program Item	Quantity	Size (sf)	Area (sf)	Area (sf)	Area (sf)
1 Common Spaces			NSF	NSF	NSF
Subtotal Common Spaces			2,100	2,100	2,400
2 Program Spaces			NSF	NSF	NSF
Subtotal Program Spaces			6,555	6,555	6,555
3 Office & Support Spaces			NSF	NSF	NSF
Subtotal Office & Support			4,446	4,766	5,438
4 Athletics / Fitness			NSF	NSF	NSF
Subtotal Athletic Spaces			43,020	43,020	40,520
5 Indoor Aquatics			NSF	NSF	NSF
Subtotal Aquatic Spaces			0	13,703	23,803
Subtotal Dry Program area			56,121	56,441	54,913
Total program area (sf)			56,121	70,144	78,716
Circulation factor			22%	22%	22%
Grand total area			68,468	85,576	96,034
Acreage Req'd (min)			6.29	7.86	8.82
Acreage Req'd (preferred)			7.86	9.82	11.02

Mayor Nichols opened for Citizen Comments.

Valen Cepak, College Station, stated that Macy's is not the answer for a recreation center, in addition he made the point that the funding that could be used elsewhere. In addition, he encourages a wider survey from the citizens before moving forward.

James Murr, College Station, came before Council regarding opportunities for a new College Station YMCA and a study which he helped fund providing the methodology, scope, awareness, current activities compared to the potential offerings from the YMCA. He believes that College Station Mid-Town is the best location for such a facility.

Brian Alg, College Station, came before Council regarding the cost of a potential recreational center and that doing a cost analysis is essential as a facility of this size would most likely require a large subsidy to build and operate. He would like Council to think about the cost of providing a subsidy to members and factor that into their calculations.

There being no further comments, Citizen Comments was closed.

Ms. Prochaska closed by stating that this item is currently in Phase 2 providing for a needs assessment, public engagement, and statistical survey the results of which will be brought back to council at a future meeting for direction.

9.3. Presentation, discussion, and possible action regarding the first phase of the Convention Center Feasibility Study.

Jeremiah Cook, Assistant Director of Tourism, stated that in October 2024, the City Council approved a contract with Hunden Strategic Partners to perform a convention center needs analysis. The analysis was broken into two phases, with phase one determining the potential market demand for a facility, and phase two determining the facility and programming, site evaluation, feasibility, financing options, economic impact analysis, and return on investment.

Matthew Avila, Hunden Strategic Partners presented their findings as it relates to phase one. Phase one of the Convention Center Feasibility Study was conducted at a cost of \$40,050. If the City Council chooses to proceed with phase two of the study, the additional cost will be \$32,875.

Preliminary Conclusions

- **Multipurpose Flexibility is Essential:** College Station lacks high-quality, adaptable space for various events. A versatile venue would ensure year-round activity by attracting conventions, conferences, sports, and entertainment events.
- **Strong Hotel Package Drives Convention Demand:** A successful convention facility needs a connected, walkable hotel package to attract overnight events.
- **Suburban Venue Offers Cost-Effective Alternative:** A suburban facility provides a more affordable option than large, full-service hotels and offers appropriately sized space for small to mid-sized events.
- **Differentiation Through Walkability & Amenities:** The development must stand out from established venues in the region by emphasizing walkability and integrating nearby dining, shopping, and entertainment options.
- **Leveraging Texas A&M Facilities to Boost Demand:** Stronger integration with Texas A&M’s event facilities could attract association and group business, reducing the need for a fully dedicated convention center.

Recommendations

	Feature	Capacity
	Convention Center Program Exhibit Hall / Flexible Event Floor, Grand & Junior Ballroom, Meeting Rooms	70,000 - 100,000 SF Total Sellable Function Space
	Connected Hotel Program In-House Meeting Space - Grand & Junior Ballroom, Meeting Rooms	275 - 400 Keys 24,000 - 30,000 SF Function Space
147,000 - 212,000 SF Total (Full Convention Center Sizing Including Back-Of-House) Minimum Land Needed w/ Structured Parking: 7 - 9.5 Acres* Minimum Land Needed w/ Surface Parking: 15 - 20 Acres* *acreage includes hotel		

Mayor Nichols opened for Citizen Comments.

James Murr, College Station, came before Council regarding a City of College Station resolution supporting the planning efforts for the Medical District and acknowledging the Economic Development initiative of the planned infrastructure improvements in the area. He believes that a

convention center would benefit from being in Mid-Town and benefit the area and College Station as a whole.

Brian Alg, College Station, stated that a convention center is not an economic driver and would operate at a loss.

There being no further comments, Citizen Comment was closed.

A majority of the Council directed staff to move forward to Phase II as presented for site selection, financial impact projections, and funding analysis.

10. REGULAR ITEMS

10.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4577 amending Appendix A, Unified Development Ordinance, Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay on approximately 11.52 acres being 33 lots within Glenhaven Estates Phase 2 Subdivision, excluding Glenhaven Drive, Fernhaven Circle, Francis Circle, and Springhaven Circle, generally located between Brazoswood Drive and Summer Glen Drive.

Anthony Armstrong, Planning and Development Director, stated that this request was to rezone approximately 11.52 acres being 33 lots within Glenhaven Estates Phase 2 Subdivision, save and except Glenhaven Drive, Fernhaven Circle, Francis Circle, and Springhaven Circle from GS General Suburban to GS General Suburban and ROO Restricted Occupancy Overlay. At time of original plat, the streets that are being excepted did not have residential lots but were only platted as right-of-way. Mr. Armstrong, also explain that this request was to add the ROO, which is a single-family overlay zoning district, to the existing base zoning within the Glenhaven Estates Phase 2 subdivision boundaries. The ROO is intended to provide subdivision-specific occupancy regulations – not to exceed two unrelated persons per single-family dwelling or accessory living quarter.

The ROO Petition Committee, comprised of Glenhaven Estates Phase 2 property owners, has met all requirements of the ROO application process. The Petition Committee submitted the application materials including the ROO petition for the subdivision. When applying, the fifty (50) percent plus one (1) petition signature threshold of property owners in support of the overlay must be met. City staff were able to verify that the petition met the signature threshold in support of the requested ROO.

This item was heard at the February 6th Planning and Zoning Commission meeting where the Commission voted 7-0 to recommend approval.

At approximately 11:34 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 11:35 p.m.

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember McIlhaney the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2025-4577, amending Appendix A, Unified Development Ordinance, Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from GS General Suburban to GS General Suburban and ROO

Restricted Occupancy Overlay on approximately 11.52 acres being 33 lots within Glenhaven Estates Phase 2 Subdivision, excluding Glenhaven Drive, Fernhaven Circle, Francis Circle, and Springhaven Circle, generally located between Brazoswood Drive and Summer Glen Drive. The motion carried unanimously.

10.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4578 amending the Comprehensive Plan - Future Land Use & Character Map from Estate Residential to Neighborhood Commercial for approximately 3.60 acres at 3768 McCullough Road, generally located northeast of the intersection of Wellborn Road and McCullough Road.

Anthony Armstrong, Planning and Development Director, stated that the applicant is requesting an amendment to the Comprehensive Plan Future Land Use and Character Map from Estate Residential to Neighborhood Commercial for approximately 3.60 acres, generally located northeast of the intersection of Wellborn Road and McCullough Road. Neighborhood Commercial is defined as areas of commercial activities that cater primarily to nearby residents. These areas tend to be smaller format than general commercial and located adjacent to major roads along the fringe of residential areas. Design of these structures is compatible in size, architecture, and lot coverage with surrounding residential uses. While a Neighborhood Commercial land use designation would allow for several future zoning options, each with their prescribed land use entitlements and development requirements, the applicant states they are pursuing this amendment in order to request a zoning that would allow the expansion of a planned, adjacent self-storage use onto 3.60 acres currently part of the existing Wellborn Baptist Church property.

This item was heard at the February 6th Planning and Zoning Commission meeting where the Commission voted 7-0 to recommend approval.

At approximately 11:40 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 11:40 p.m.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Smith the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2025-4578, amending the Comprehensive Plan - Future Land Use & Character Map from Estate Residential to Neighborhood Commercial for approximately 3.60 acres at 3768 McCullough Road, generally located northeast of the intersection of Wellborn Road and McCullough Road. The motion carried unanimously.

10.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4579 amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R-4 Multi-Family to GC General Commercial on approximately 2.3 acres generally located at 810 Southwest Parkway East.

Anthony Armstrong, Planning and Development Director, stated that this request is to rezone approximately 2.3 acres of land located at 810 Southwest Pkwy E, from R-4 Multi-Family to GC General Commercial. The property is currently being used as a place of worship, but the current plan is to build a new facility at another location. The intent of the rezoning is to increase the marketability of the property and to allow for a future commercial use. Rezoning the property from R-4 Multi-Family to GC General Commercial can provide additional development opportunities in the area, making the property more marketable.

Staff recommends approval of the rezoning request. This item was heard at the February 6th Planning & Zoning Commission meeting and was unanimously recommended approval, 7-0.

At approximately 11:43 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 11:43 p.m.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Shafer the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2025-4579, amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundaries from R-4 Multi-Family to GC General Commercial on approximately 2.3 acres generally located at 810 Southwest Parkway East. The motion carried unanimously.

10.4. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4580 vacating and abandoning a 0.124 acre tract, being all of Gilbert Street (a variable width right-of-way formerly known as Otto Street) located in the Richard Carter League Survey, Abstract 8, College Station, Brazos County, Texas, and being the tract further described as a portion of Lots 11 & 12 of D. A. Smith's Subdivision shown on the plat filed in Volume 49, Page 105-106 of the Deed of Records of Brazos County, Texas, and conveyed to Joe Pasler in a Sheriff's Deed recorded in Volume 81, Page 587 of the Deed Records of Brazos County, Texas.

Gillian Sitler, Planning and Development, stated that the prescriptive right-of-way abandonment is being requested by the applicant as a result of redevelopment of the area. The prescriptive right-of-way was never formally dedicated to the city but is currently being utilized as a right-of-way with pavement for vehicular traffic connecting Turner St. and Pasler St. Public sanitary sewer and domestic water lines currently lie within the prescriptive right-of-way. Proposed redevelopment of the area will be removing the existing water and sanitary sewer infrastructure within the prescriptive right-of-way, and reconstructing to better serve the proposed lot configuration and the remaining public system. The new water lines will be within the existing right-of-way of Turner St, and new public utility easements will be dedicated with the plat to cover new sanitary sewer lines. The removal of the existing public lines has been made a condition of the abandonment ordinance. The prescriptive right-of-way, commonly known as Gilbert St, is generally 30-foot-wide, extending 223 feet northeast to southwest from Pasler St. to Turner St.

Staff recommends approval with the conditions that the 6" Sanitary Sewer Line that lies within the prescriptive right-of-way is removed, the 6" Water Line that lies within the prescriptive right-of-way is removed, and the Fire Hydrant Assembly served by the previously mentioned 6" Water Line is removed and replaced.

At approximately 11:50 p.m., Mayor Nichols opened the Public Hearing.

Vita Roth, College Station, came before Council on behalf of a resident in this location to give her support of this abandonment.

Daniel Alcozer, College Station, came before Council before to state his concerns regarding the right-of-way to the school and that closing this would cut off a convenient route.

There being no further comments, the Public Hearing was closed at 11:56 p.m.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember White the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2025-4580, vacating and abandoning a 0.124 acre tract, being all of Gilbert Street (a variable width right-of-way formerly known as Otto Street) located in the Richard Carter League Survey, Abstract 8, College Station, Brazos County, Texas, and being the tract further described as a portion of Lots 11 & 12 of D. A. Smith's Subdivision shown on the plat filed in Volume 49, Page 105-106 of the Deed of Records of Brazos County, Texas, and conveyed to Joe Pasler in a Sheriff's Deed recorded in Volume 81, Page 587 of the Deed Records of Brazos County, Texas with the conditions that the 6" Sanitary Sewer Line that lies within the prescriptive right-of-way is removed, the 6" Water Line that lies within the prescriptive right-of-way is removed, and the Fire Hydrant Assembly served by the previously mentioned 6" Water Line is removed and replaced. The motion carried unanimously.

10.5. Presentation, discussion, and possible action regarding a recommendation on Planning & Zoning Commission appointments to the BioCorridor Board.

Tanya Smith, City Secretary, presented Commissioners Aron Collin and David Higdon the Planning and Zoning Commission recommendation for the appointments to the BioCorridor Board to the Council for their approval.

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember White, the City Council voted six (6) for and none (0) opposed, to approve Commissioners Aron Collin and David Higdon the Planning and Zoning Commission recommendation for the appointments to the BioCorridor Board. The motion carried unanimously.

10.6. Presentation, discussion, and possible action regarding the appointment of members to the Housing Action Plan Committee.

Tanya Smith, City Secretary, presented the Housing Action Plan Committee to the Council for their determination on applicants.

Housing Action Plan Committee

- Position 1 (1-yr term) – Brian Yung
- Position 2 (1-yr term) – Aaron P. Shipp
- Position 3 (2-yr term) – Geralyn Nolan
- Position 4 (2-yr term) – John D. Nesmith
- Position 5 (3-yr term) – June Martin
- Position 6 (3-yr term) – Stephen F. Grove
- Position 7 (3-yr term) – Valen Cepak

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember Shafer, the City Council voted six (6) for and none (0) opposed, to approve the Housing Action Plan Committee appointments as stated. The motion carried unanimously.

10.7. Presentation, discussion, and possible action regarding the appointment of members to the Tourism Committee.

Tanya Smith, City Secretary, presented the Tourism Committee to the Council for their determination on applicants and a chair. (All 3-year terms)

- 1 - Position (a)ii – Costa Dallis
- 1 - Position (a)iii – Paul Allen Loy
- 1 - Position (a)iv – Scott Logan
- 1 - Position (a)v – no qualified applicant Council appointment (4) instead of (3) Positions (a)vii – members to represent tourism related areas of the Council’s discretion.
- 1 - Position (a)vi – Cortney Phillips

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember White, the City Council voted six (6) for and none (0) opposed, to approve the Tourism Committee appointments as stated above. The motion carried unanimously.

- 3 - Position (a)i–
 - ✓ Hunter Goodwin
 - ✓ Greg C. Stafford
 - ✓ Rhianon Whitney
- 4 - Position (a)vii –
 - ✓ Connor Clark
 - ✓ Kevin Davis
 - ✓ William L. Peel, Jr.
 - ✓ Jim Ross

MOTION: Upon a motion made by Councilmember Shafer and a second by Councilmember White, the City Council voted six (6) for and none (0) opposed, to approve the Tourism Committee appointments as stated above and appointing Cortney Phillips as Chair. The motion carried unanimously.

11. 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.

Councilmember Yancy reported on the Brazos County Health District receiving an award for the Health District of the Year.

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

Councilmember White reported Council Legislative Engagement Committee meeting.

Councilmember Smith reported Council Transportation Committee meeting.

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

No future agenda items at this time.

14. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 12:40 a.m. on Friday, February 28, 2025.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

March 13, 2025
Item No. 7.2.
LULAC Oak Hill Contract Amendment

Sponsor: Joshua Brooks, Community Development Analyst

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a contract amendment to a contract with LULAC Oak Hill, Inc. to revise interest language, revise the schedule of values, and reduce the total contract amount by \$392,979.47.

Relationship to Strategic Goals:

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the contract amendment that includes deductive change orders

Summary: In April of 2022 City Council adopted a resolution authorizing the application to the U. S. Department of Housing and Urban Development (HUD) for a Section 108 Loan in the amount of \$2,808,000 for the complete rehabilitation of LULAC Oak Hill Apartments. The units were constructed approximately 40 years ago and never had significant rehabilitation. Units are restricted for rent to low-income, elderly households. The approval included providing a loan to LULAC with the Section 108 funds with LULAC responsible for repayment of the principal and the City paying the interest. The funds were received in 2024.

ct
An amendment to the contract and the rehabilitation proceeded and is now complete.

This amendment includes:

- (1) Language in the contract to clarify that the City will pay the interest for the term of the loan,
- (2) Revised Schedule of Values based on final construction expenses,
- (3) Deductive change order to reduce the contract amount by \$113,304.47 in Section 108 Loan funds, and
- (4) Deductive change order to reduce the contract amount by \$279,675.00 in Community Development Block Grant Funds.

This reduces the contract amount from \$3,393,675 to \$3,000,695.53.

Budget & Financial Summary: Increase CDBG funds available for future projects in the amount of \$279,675.00. Section 108 funds previously drawn in the amount of \$113,304.47 will be utilized to pay down principal on the Section 108 loan.

Attachments:

1. 24300104 LULAC Second Amendment

SECOND AMENDMENT TO THE SECTION 108 LOAN AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND L.U.L.A.C. OAK HILL, INC.

This Second Amendment to the Section 108 Loan Agreement (“Amendment”) is by and between L.U.L.A.C. Oak Hill, Inc. a Texas non-profit corporation (“LULAC”) and the City of College Station, a Texas Home Rule Municipal Corporation (“City”).

WHEREAS, the Section 108 Loan Agreement dated October 20, 2022 by and between LULAC and the City (the “Loan Agreement”), provided for a loan up to TWO MILLION EIGHT HUNDRED EIGHT THOUSAND AND 00/100 DOLLARS (\$2,808,000.00) to LULAC for the rehabilitation of affordable housing located at 1105 Anderson, College Station; and

WHEREAS, the City desires to provide assistance for this rehabilitation project through financial assistance with interest payments; and

WHEREAS, The City desires to reduce THREE HUNDRED NINETY-TWO THOUSAND NINE HUNDRED SEVENTY-NINE AND 50/100 DOLLARS (\$392,979.50) of funding to LULAC through funds provided by the Community Development Block Grant (“CDBG”) program administered by the U.S. Department of Housing and Urban Development (“HUD”) (Federal Award Identification B21MC4800007 and Federal Award Date 10/2021) (“Grant Funds”); and

WHEREAS, the total loan amount after this Amendment will be THREE MILLION SIX HUNDRED NINETY-FIVE AND 53/100 DOLLARS (\$3,000,695.53); and

WHEREAS, LULAC is agreeable to amending the Loan Agreement and Promissory Note as set out below; and

NOW THEREFORE, for and in consideration of the recitation above and the covenants expressed herein below, the parties agree to amend the Loan Agreement and Promissory Note as follows:

- A. **Defined Terms.** Terms defined in the Loan Agreement shall have the same meaning as set forth therein, unless otherwise specified in this Amendment.
- B. **Amendment of Article 7.5. of the Loan Agreement.** Article 7.5 is amended to read as follows:
 - a. Article 7.5 Repayment: The Loan (to the extent not otherwise prepaid as allowed under the Loan Documents) shall be repayable as follows:
 - i. 7.5.1 Beginning on the first day of the first quarter after the date of the Initial Draw, and continuing quarterly until maturity, Owner shall pay to City equal installments of principal and interest necessary to amortize the outstanding principal balance of the Note. Interest Rate payments shall be made as set forth in the Note.
 - ii. 7.5.2 All unpaid principal shall be due and payable on the Maturity Date. All unpaid interest shall be due and payable on the Maturity Date as set forth in the Note.
- C. **Amendment of “Interest Rate” in the Promissory Note.** “Interest Rate” is amended to read as follows:
 - a. Interest Rate: The interest rate on this note shall be the interest rate or rates applicable from time to time on advances under the Section 108 Note (as defined herein), plus 0%, provided no default has occurred or continues to occur; and, provided further, such interest shall accrue, but shall not

be due and payable to Lender under this Note except in the event of a default. Further, such accrued interest may be forgivable at Lender's sole discretion upon the Maturity Date, provided no default has occurred or continues to occur.

D. **Amendment of Project Budget.** The Project Budget, attached to the Loan Agreement as Exhibit B, is hereby replaced with the Amended Exhibit B, attached hereto. The expenses set forth therein shall be paid from the sources identified therein.

E. **Amendment of Article 7.2 of the Loan Agreement.** Article 7.2 is amended to read as follows:

- a. 7.2 Commitment, Use of Funds. City agrees, subject to the terms and conditions of this Agreement, to make Draws to Owner under this Section prior to the Completion Date in an aggregate principal amount up to but not exceeding \$3,000,695.53 for the purpose of paying the cost of the Work in accordance with the Approved Final Project Budget and Approved Final Construction Budget. Owner shall not, without the prior written consent of City, apply or permit application of any funds drawn against the Note for any purposes other than the Work set forth in Page 20 of 36 Section 108 Loan Agreement - LULAC OAK HILL, INC. the Approved Final Project Budget and Approved Final Construction Budget or in excess, in the aggregate, of the respective amounts set forth in the Approved Final Project Budget and Approved Final Construction Budget. Any "contingency" line items for Hard Costs or Soft Costs as shown in the Approved Final Project Budget and Approved Final Construction Budget may be used for other Hard Costs items or Soft Costs items, respectively, without approval of, but with notice to, City. City is not required to make, and Owner will not apply, any Draw (i) to pay any item of Work in excess of the amount budgeted for it in the Project Budget, provided that if, as herein permitted, "contingency" line items are used for other items than those initially designated, Owner may apply funds from any Draw to pay such items so identified, to the extent of additions from contingency line items so used, (ii) to pay any item of Work not included in the Project Budget, (iii) to pay any item of Work in excess of the amounts necessary to complete construction of the Project and to pay other costs for the Work that are specifically provided for in the Approved Final Project Budget and Approved Final Construction Budget or (iv) to pay any principal payment required hereunder.

F. **Amendment of Principal Sum in Promissory Note.** The principal sum of Promissory Note is amended to read as THREE MILLION SIX HUNDRED NINETY-FIVE AND 53/100 DOLLARS (\$3,000,695.00) to reflect the amended Project Budget attached as Amended Exhibit B.

G. **Amendment.** This Amendment is governed by and construed in accordance with the terms and conditions of the Loan Agreement. All other terms and conditions of the Agreement and Promissory Note shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date of the last party signing.

L.U.L.A.C. OAK HILL, INC.

CITY OF COLLEGE STATION

By: _____
Printed Name: _____
Title: _____
Date: _____

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

CFO/Assistant City Manager
Date: _____

Amended Exhibit B				
Project Budget				
LULAC OAK HILL				
Source and Use of Funds				
SCOPE OF WORK	Expense	Section 108	CDBG	LULAC Funds
CONCRETE	\$ 85,310.88	\$ 85,310.88	\$ -	\$ -
UNIT DEMO	\$ 64,650.00	\$ 64,650.00	\$ -	\$ -
CARPENTRY	\$ 619,194.96	\$ 313,194.96	\$ 306,000.00	\$ -
ROOFING, GUTTERS, & SPOUTS	\$ 191,557.62	\$ 191,557.62	\$ -	\$ -
WINDOWS & SCREENS	\$ 63,533.43	\$ 56,096.43	\$ -	\$ 7,437.00
EXT DOOR/MILLWORK	\$ 33,882.96	\$ 33,882.96	\$ -	\$ -
CABINETS & INSTALL	\$ 213,054.29	\$ 213,054.29	\$ -	\$ -
PLUMBING	\$ 183,620.62	\$ 183,620.62	\$ -	\$ -
DRYWALL	\$ 101,750.18	\$ 101,750.18	\$ -	\$ -
TILE & VINYL	\$ 220,874.44	\$ 220,874.44	\$ -	\$ -
ELECTRICAL	\$ 224,367.50	\$ 224,367.50	\$ -	\$ -
ELEC LIGHT PACKAGE	\$ 27,707.38	\$ 27,707.38	\$ -	\$ -
PAINT	\$ 189,720.00	\$ 189,720.00	\$ -	\$ -
HARDWARE	\$ 44,740.82	\$ 44,740.82	\$ -	\$ -
CLEANING	\$ 25,000.00	\$ 25,000.00	\$ -	\$ -
SIGNS	\$ 30,761.53	\$ 30,761.53	\$ -	\$ -
APPLIANCE	\$ 63,765.88	\$ 63,765.88	\$ -	\$ -
PERIMETER FENCE	\$ 79,609.65	\$ 79,609.65	\$ -	\$ -
HVAC	\$ 3,885.01	\$ 3,885.01	\$ -	\$ -
SWPPP	\$ -	\$ -	\$ -	\$ -
ABATEMENT/REMOVAL	\$ -	\$ -	\$ -	\$ -
KCTX Labor/Travel/Stay	\$ 30,746.28	\$ 30,746.28	\$ -	\$ -
Job Site Trailer/Storage Units	\$ 23,974.26	\$ 23,974.26	\$ -	\$ -
Insulation	\$ 59,150.00	\$ 59,150.00	\$ -	\$ -
Landscaping	\$ 42,783.00	\$ 42,783.00	\$ -	\$ -
Subtotal Hard Costs	\$ 2,623,640.69	\$ 2,310,203.69	\$ 306,000.00	\$ 7,437.00
Contingency (10%)	\$ 9,199.16	\$ 9,199.16	\$ -	\$ -
Total Hard Costs	\$ 2,632,839.85	\$ 2,319,402.85	\$ 306,000.00	\$ 7,437.00
General Requirements (6%)	\$ 157,447.19	\$ 157,447.19	\$ -	\$ -
Overhead (2%)	\$ 52,482.39	\$ 52,482.39	\$ -	\$ -
Profit (6%)	\$ 157,447.19	\$ 157,447.19	\$ -	\$ -
Total Construction	\$ 3,000,216.62	\$ 2,686,779.62	\$ 306,000.00	\$ 7,437.00
ALTERNATIVES/OPTIONS				
Emergency pull Switches	\$ -	\$ -	\$ -	\$ -
Door & Draw Pulls	\$ -	\$ -	\$ -	\$ -
Re-Texture Walls	\$ -	\$ -	\$ -	\$ -
Re-Stripe Parking Lot	\$ 7,915.91	\$ 7,915.91	\$ -	\$ -
ADA Compliant Sidewalks	\$ -	\$ -	\$ -	\$ -
Metal Perimeter Fence/Gates	\$ -	\$ -	\$ -	\$ -
Electric Gate Operator	\$ -	\$ -	\$ -	\$ -
Power Wash Brick	\$ -	\$ -	\$ -	\$ -
Granite Countertops	\$ -	\$ -	\$ -	\$ -
Asbestos Abatement	\$ -	\$ -	\$ -	\$ -
Asbestos Abatement Monitoring	\$ -	\$ -	\$ -	\$ -
Total Construction	\$ 3,008,132.53	\$ 2,694,695.53	\$ 306,000.00	\$ 7,437.00
Professional Fees				
Architectural	\$ 12,500.00	\$ -	\$ -	\$ 12,500.00
Survey	\$ -	\$ -	\$ -	\$ -
Engineering	\$ -	\$ -	\$ -	\$ -
Permits	\$ 12,010.84	\$ -	\$ -	\$ 12,010.84
Inspections	\$ -	\$ -	\$ -	\$ -
Insurance	\$ 6,527.00	\$ -	\$ -	\$ 6,527.00
Environmental	\$ 4,500.00	\$ -	\$ -	\$ 4,500.00
Other Soft Costs				
Accounting	\$ -	\$ -	\$ -	\$ -
Appraisal	\$ 12,000.00	\$ -	\$ -	\$ 12,000.00
Legal	\$ 2,950.00	\$ -	\$ -	\$ 2,950.00
Title/Recording	\$ 14,152.25	\$ -	\$ -	\$ 14,152.25
Soft Cost Contingency	\$ -	\$ -	\$ -	\$ -
Relocation Costs	\$ 102,246.93	\$ -	\$ -	\$ 102,246.93
Developer Fee	\$ 50,000.00	\$ -	\$ -	\$ 50,000.00
Total Project Costs	\$ 3,225,019.55	\$ 2,694,695.53	\$ 306,000.00	\$ 224,324.02

March 13, 2025
Item No. 7.3.
RTU Asset Threshold

Sponsor: Anita Dorsey

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action amending the Fiscal and Budgetary Policy Statements adding a cost and lifespan threshold for Right to Use assets (RTU), and updating the cost threshold for fixed assets.

Relationship to Strategic Goals:

Financially Sustainable City

Recommendation(s): Staff recommends Council approve the amendment to the Fiscal and Budgetary Policy Statements updating the cost threshold for fixed assets.

Summary: City Council annually reviews and approves the Fiscal and Budgetary Policy Statements as part of the budget process. After consultation with the city's new auditors, it was recommended we update our policy statements for the cost and lifespan threshold for Right to Use (RTU) assets. RTU assets have become part of financial reporting over the past few years relating to lease and IT subscription-based contracts. Updating the policy statements will reduce the administrative work relating to current requirements for reporting RTU assets in the Annual Comprehensive Financial Report. In addition, the cost threshold for fixed assets is currently set at \$5,000 and has not been updated in over 20 plus years. Due to inflation and the administrative burden of fixed asset accounting, updating this threshold to \$10,000 will allow for a more efficient financial reporting process.

The recommended change to the Fiscal and Budgetary Policy Statements is proposed to be "A fixed asset shall be defined as a purchased or otherwise acquired piece of equipment, vehicle, furniture, fixtures, capital improvement, addition to existing capital investments, land, buildings or accessioned library materials which has an original cost or value of at least \$10,000 and a useful life of more than three years. A Right to Use (RTU) asset is considered an asset which has a value of at least \$25,000 and a useful life of greater than 12 months." in section 13 of the policy statements.

Budget & Financial Summary: Amendments to the Fiscal and Budgetary Policy Statements will go into effect with the fiscal year 2025 Annual Comprehensive Financial Report and audit.

Attachments:

1. Fiscal Manual (Redlined) - Fiscal And Budgetary Policy Statements Spring 2025
2. Fiscal Manual - Fiscal And Budgetary Policy Statements Spring 2025

Appendix F
FISCAL AND BUDGETARY
POLICY STATEMENTS – UPDATED ~~SUMMER 2024~~SPRING 2025

1. STATEMENT OF PURPOSE

The broader intent of the following Fiscal and Budgetary Policy Statements is to enable the City to achieve a long-term stable and positive financial condition. The watchwords of the City's financial management include integrity, prudent stewardship, planning, accountability, and full disclosure.

The more specific purpose is to provide guidelines regarding the City's day-to-day financial affairs and in developing recommendations to the City Manager and City Council.

The scope of these policies generally spans, among other issues, accounting, purchasing, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash and investment management, expenditure control, asset management, debt management, and planning concepts, in order to:

- A. Present fairly and with full disclosure the financial position and results of the financial operations of the City in conformity with generally accepted accounting principles (GAAP), and
- B. Determine and demonstrate compliance with finance related legal and contractual issues in accordance with provisions of the Texas Local Government Code and other pertinent legal documents and mandates.

The City Council will annually review and approve the Fiscal and Budgetary Policy Statements as part of the budget process. More detailed policy guidelines in the following policy manuals maintained by the Finance Department:

- 1. *ACCOUNTING OPERATIONS POLICY*
- 2. *PURCHASING POLICY*
- 3. *EMERGENCY OPERATIONS POLICY – FISCAL SERVICES*
- 4. *FIXED ASSET POLICY*
- 5. *MISCELLANEOUS FISCAL SERVICES POLICY*
- 6. *UTILITY CUSTOMER SERVICE POLICY*
- 7. *INVESTMENT POLICY & STRATEGY*
- 8. *CONTINUING DISCLOSURE*

2. OPERATING BUDGET

2.1. PREPARATION.

Budgeting is an essential element of the financial planning, control, and evaluation process of municipal government. The "operating budget" is the City's annual financial operating plan. The budget includes all the operating departments of the City, the debt service fund, all capital projects funds, and the internal service funds of the City. The budgets for the General Funds and Special Revenue Funds are prepared in the Finance Department on the modified accrual basis of accounting. Under this basis, revenues are recognized when they become measurable and available to finance expenditures of the current period. Expenditures are recognized when the related fund liability is incurred with the exception of unmatured interest on long term debt which is recognized when due and certain compensated absences and claims and judgments such as accrued vacation leave which are

recognized when the obligations are expected to be liquidated with expendable resources.

The budgets for the Enterprise and Internal Service Funds are similarly prepared on the modified accrual basis of accounting where cash transactions are included in the budget presentation in lieu of non-cash transactions such as depreciation. The focus is on the net change in working capital (current assets less current liabilities).

All funds are forecasted for five years out as to plan for future budget years. Five-year forecasts for major funds such as the general fund and the debt service fund are published in the budget document.

The budget is prepared with the cooperation of all City Departments and is submitted to the City Manager who makes any necessary changes before presentation to City Council. The budget shall be presented to the City Council no later than six weeks prior to fiscal year end and shall be enacted by the City Council on or before the twenty-seventh day of the last month of the preceding fiscal year.

The budget process will be coordinated so as to identify major policy issues for City Council. The budget process will be a part of an overall strategic planning process for the City.

2.2. BALANCED BUDGET.

The operating budget will be balanced with current revenues, exclusive of beginning resources, greater than or equal to current expenditures/expenses. Excess balances shall be used as capital funds or other non-recurring expenditures.

2.3. DEVELOPMENT OF AN APPROVED BUDGET.

- a. The budget shall include four basic segments for review and evaluation: (1) personnel costs, (2) base budget for operations and maintenance costs, (3) service level adjustments for increases or decreases to existing service levels, and (4) revenues.
- b. The budget review process shall include Council participation in the development of each of the four segments of the approved budget and a public hearing to allow for citizen participation in the budget preparation.
- c. The budget process shall span sufficient time to address policy and fiscal issues by the Council.
- d. A copy of the approved budget shall be filed with the City Secretary when it is submitted to the City Council in accordance with the provisions of the City Charter.

2.4. ADOPTION.

Upon the presentation of a proposed budget document to the Council, the Council shall call and publicize a budget public hearing. The Council will subsequently adopt by ordinance such budget as it may have been amended as the City's Annual Budget, effective for the fiscal year beginning October 1.

2.5. BUDGET AWARD.

The operating budget will be submitted annually to the Government Finance Officers Association (GFOA) for evaluation and consideration for the Award for Distinguished Budget Presentation.

2.6. BUDGET REPORTING.

Periodic financial reports will be prepared to monitor and control the budget. Summary financial reports will be presented to the City Manager and City Council quarterly as soon as possible, preferably within thirty (30) working days after the end of each quarter. Such reports will be in a format appropriate to enable the City Council to understand the overall budget to actual status for various funds. See Section 16.2 in the Account Operations Policy for further details.

2.7. CONTROL.

Operating expense control is addressed in Section 4 of these Policies.

2.8. CONTINGENT APPROPRIATION.

Pursuant to Section 58 of the Charter of the City of College Station, the City will establish an adequate contingent appropriation in each of the operating funds. The expenditure for this appropriation shall be made only in cases of emergency, and a detailed account shall be recorded and reported. The proceeds shall be disbursed only by transfer to departmental appropriation. The transfer of this budget appropriation within the same fund or department with a net zero impact to the Budget shall be under the control of the Director of Fiscal Services and the City Manager and may be distributed by them. Any transfer between funds and/or departments must be expressly approved by the City Council.

All transfers from the contingent appropriation will be evaluated using the following criteria:

1. Is the request of such an emergency nature that it must be made immediately?
2. Why was the item not budgeted in the normal budget process?
3. Why can't the transfer be made within the division or department?

3. REVENUE MANAGEMENT.

3.1. OPTIMUM CHARACTERISTICS.

1. **SIMPLICITY.** The City, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce compliance costs for the taxpayer or service recipient. A corresponding decrease in the City's cost of collection and a reduction in avoidance to pay will thus result. The City will avoid nuisance taxes or charges as revenue sources.
2. **CERTAINTY.** The City will understand its revenue sources and enact consistent collection policies to provide assurances that the revenue base will materialize according to budgets and plans.
3. **EQUITY.** The City shall make every effort to maintain equity in its revenue system; i.e., the City shall seek to minimize or eliminate all forms of subsidization between entities, funds, services, utilities, and customer classes.
4. **REVENUE ADEQUACY.** The City shall require that there be a balance in the revenue system; i.e., the revenue base will have the characteristic of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

5. **ADMINISTRATION.** The benefits of a revenue source will exceed the cost of levying and collecting that revenue. The cost of collection will be reviewed for cost effectiveness as a part of the indirect cost and cost of service analysis. Where appropriate, the City will use the administrative processes of State or Federal collection agencies in order to reduce administrative costs.
6. **DIVERSIFICATION AND STABILITY.** A diversified revenue system with a stable source of income shall be maintained. This approach will help avoid instabilities in particular revenue sources due to factors such as fluctuations in the economy and variations in the weather. Stability is achieved by a balance between elastic and inelastic revenue sources.

3.2. OTHER CONSIDERATIONS.

1. **COST/BENEFIT OF INCENTIVES FOR ECONOMIC DEVELOPMENT.** The City will use due caution in the analysis of any tax or fee incentives that are used to encourage development. Ideally, a cost/benefit (fiscal impact) analysis will be performed as part of such evaluation.
2. **NON-RECURRING REVENUES.** One-time or non-recurring revenues will not be used to finance ongoing operations. Non-recurring revenues should be used only for one-time expenditures such as long-lived capital needs. They will not be used for budget balancing purposes.
3. **PROPERTY TAX REVENUES.** All real and business personal property located within the City shall be valued at 100% of the fair market value for any given year based on the current appraisal supplied to the City by the Brazos County Appraisal District.
4. A ninety-six and one half percent (96.5%) collection rate shall serve each year as a minimum goal for tax collections. The City Manager may, for budget and forecasting purposes, use up to the tax rate in effect for the current year's budget. The City Manager may justify a tax rate that is different from the current tax rate. The justification will be based on City Council directions, needs arising from debt service, or other conditions as may arise from time to time.

3.3. INVESTMENT INCOME.

Earnings from investment (both interest and capital gains) of available monies, whether pooled or not, will be distributed to the funds in accordance with the equity balance of the fund from which monies were provided to be invested.

3.4. USER-BASED FEES AND SERVICE CHARGES.

For services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be a review of fees and charges no less than once every three years to ensure that fees provide adequate coverage of costs of services. User charges may be classified as "full cost recovery," "partial cost recovery I," "partial cost recovery II" and "minimal cost recovery," based upon City Council policy.

1. Full fee support (80-100%) will be obtained from enterprise operations such as utilities, solid waste service, landfill, cemetery, and licenses and permits.
2. Partial fee support I (50-80%) will be generated by charges for emergency medical services, miscellaneous licenses and fines, and all adults' sports programs.
3. Partial fee support II (20%-50%) will be generated by charges for youth programs and activities.
4. Minimum fee support (0-20%) will be obtained from other parks, recreational and cultural programs and activities.

3.5. PARKS AND RECREATION COST RECOVERY CONTINUUM

The Cost Recovery Continuum is applied to all programs and services provided by the Parks and Recreation Department. Its spectrum ranges from Community Wide Beneficiaries (those services which benefit a relatively large proportion of residents) to Individual Users (those services where the benefits accrue primarily to users rather than a large proportion of residents). When the benefits are accrued primarily by individuals, rather than a large segment of the community, general funds should not exclusively subsidize those activities.

User prices are determined by establishing the aggregate cost associated with each service or program, then identifying the proportion of benefits that accrue to individual users rather than to the whole community. This identified proportion becomes the target amount to be recovered from fees. Services and programs are categorized according to what percentage of cost recovery is to be transferred to the individual users. These prices must be reconciled by a market analysis of price points, resulting in potential annual increments of increase. These categories are reviewed every 3-5 years by City Management. The actual cost recovery is recorded each fiscal year as staff considers necessary adjustments and establishes performance benchmarks.

- Minimum Cost Recovery - 0% to 25% (i.e. – Playgrounds, Parks, Greenways and Trails)
- Low-Cost Recovery – 26% to 50% (i.e. – Youth Based Programs and Services)
- Medium-Cost Recovery – 51% to 75% (i.e. – Adult based Programs and Services)
- High-Cost Recovery – 76% to 100% (Enterprise Operations, cemetery, License/Permits)

Financial barriers will be addressed thru scholarships, work programs and financial assistance.

3.6. ENTERPRISE FUND RATES.

The City will review and adopt utility rates as needed to generate revenues required to fully cover operating expenses, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital.

3.7. GENERAL AND ADMINISTRATIVE (G&A) CHARGES.

G&A costs will be charged to all funds for services of general overhead, such as administration, finance, customer billing, personnel, technology, engineering, legal counsel, and other costs as appropriate. The charges will be determined through an indirect cost allocation study following accepted practices and procedures.

3.8. UNMETERED CITY OF COLLEGE STATION STREET LIGHT COSTS.

The electric power cost related to the unmetered City of College Station streetlights will be incurred in the Electric Fund as part of the overall purchased power cost. The General Fund will reimburse the Electric Fund for the estimated cost of this service. The reimbursement amount will be estimated on an annual basis and will be based on the number of applicable streetlights, estimated power consumption and estimated maintenance costs.

3.9. UTILITY GENERAL FUND TRANSFERS.

The intent of these transfers is to provide a fair and reasonable return and benefit to the City and its citizens for their ownership risk related to the City's various utility operations.

1. Electric General Fund Transfer – The transfer from the Electric Fund to the City's General Fund will not exceed 9.0% of total budgeted operating revenues.

2. Water, Wastewater, and Solid Waste General Fund Transfers – The transfers from the Water, Wastewater, and Solid Waste Funds to the City’s General Fund will not exceed 10.0% of total budgeted operating revenues.

3.10. INTERGOVERNMENTAL REVENUES.

The City will not be reliant on intergovernmental revenues (grants). Any potential grants will be examined for matching and continuation of program requirements. These revenue sources should be used only for projects and programs where operating and maintenance costs that have been included in the financial forecast and their ultimate effect on operations and revenue requirements are anticipated.

3.11. REVENUE MONITORING.

Revenues as they are received will be regularly compared to budgeted revenues and variances will be investigated.

4. EXPENDITURE CONTROL

4.1. APPROPRIATIONS.

The point of budgetary control is at the department level in the General Fund and at the fund level in all other funds. When budget adjustments among Departments and/or funds are necessary, they must be approved by the City Council and must meet other requirements as outlined in the City Charter, with the following exceptions:

1. Inter-fund transfers involving an internal replacement fund; in the case of funds being moved to or from any of the replacement funds (IT, Equipment, or Fleet).
2. Corrections or de-minimis amounts as outlined in the Transfer Policy maintained in the *MISCELLANEOUS FISCAL SERVICES POLICY*, including accounting entries that are contained within a fund and have no impact on the net approved annual budget.
3. Budget appropriation amendments at lower levels of control shall be made in accordance with the applicable administrative procedures.
4. As the Water and Wastewater Funds are operationally one fund, transfers between these two funds are considered administrative in nature as long as they are net budget neutral.

4.2. AMENDMENTS TO THE BUDGET.

In accordance with the City Charter, the budget may be amended after the following conditions are met:

1. The City Manager certifies that there are available revenues in excess of those estimated in the Budget.
2. The City Council holds a public hearing on the supplemental appropriation.
3. The City Council approves the supplemental appropriation.

4.3. CENTRAL CONTROL.

Modifications within the operating categories (salaries, supplies, maintenance, services, capital etc.) are detailed in the Transfer Policy maintained in the *MISCELLANEOUS FISCAL SERVICES POLICY*

4.4. PURCHASING.

The City shall make expenditures to promote the best interests of the citizens of College Station. The City shall encourage free and unrestricted competition on bids and purchases, ensuring the taxpayers the best possible return on and use of their tax dollars. It shall be the policy of the City to fully comply with and make purchases or expenditures pursuant to the City’s Purchasing Manual which includes policies, rules, regulations, procedures, state and federal law.

The Purchasing division of Finance Department is the central authority for all purchasing activity \$3,000 and greater. The City Manager or his designee, in consultation with appropriate City Departments, may determine the procurement method for goods and services that provides the best value to the City. The purchase of goods or services by the City at a total cost of less than \$3,000 may be approved by the applicable department in accordance with the central procurement card policy or the department's internal control procedures.

4.5. PROMPT PAYMENT.

All invoices approved for payment by the proper City authorities shall be paid within thirty (30) calendar days of receipt of goods or services or invoice date, whichever is later, in accordance with the provisions of Chapter 2251 of the Local Government Code.

The *PURCHASING POLICY maintained by the Finance Department* shall establish and maintain proper procedures which will enable the City to take advantage of all purchase discounts, when possible, except in the instance where payments can be reasonably and legally delayed in order to maximize the City's investable cash.

5. RISK MANAGEMENT.

The City will aggressively pursue every opportunity to provide for the public's and City employees' safety and to manage its risks. The goal shall be to minimize the risk of loss of resources through liability claims with an emphasis on safety programs. All reasonable options will be investigated to finance risks. Such options may include risk transfer, insurance, and risk retention. Where risk is retained, reserves will be established based upon actuarial determinations and not be used for purposes other than for financing losses.

6. REPORTING.

Summary reports will be prepared showing actual expenditures as compared to the original and revised budgets and prior year expenditures.

7. CAPITAL BUDGET AND PROGRAM

7.1. PREPARATION.

The City's capital budget will include all capital projects funds and all capital resources. The budget will be prepared annually on a project basis. The capital budget will be prepared by the Finance Department with the involvement of responsible departments.

7.2. CONTROL.

All capital project expenditures must be appropriated in the capital budget. The Chief Financial Officer must certify the availability of resources before any capital project contract is presented to the City Council for approval.

7.3. PROGRAM PLANNING.

The capital budget will be taken from the capital improvements project plan for future years. The planning time frame for the capital improvements project plan should normally be five years, with a minimum of at least three years. Future replacement and maintenance for capital items should also be projected for the next five years after the project is placed into service

7.4. FINANCING PROGRAMS.

Where applicable, assessments, impact fees, pro-rata charges, or other fees should be used to fund capital projects which have a primary benefit to specific, identifiable property owners.

Alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected lives which equal or exceed the average life of the debt issue.

7.5. REPORTING.

Periodic financial reports will be prepared to enable the Department Directors to manage their capital budgets and to enable the Finance Department to monitor and control the capital budget as authorized by the City Manager.

8. CAPITAL MAINTENANCE & REPLACEMENT

To address that deferred maintenance and not anticipating replacement costs increases future capital requirements, the City policy is the following.

8.1. STREETS CAPITAL MAINTENANCE AND REPLACEMENT.

It is the policy of the City to annually provide significant funding for the Streets Division within the Public Works Department to use for a residential street maintenance program.

8.2. BUILDING CAPITAL MAINTENANCE AND REPLACEMENT

It is the policy of the City to annually provide significant funding for major maintenance on its buildings such as roof air conditioning, flooring, and other replacements.

8.3. PARKING LOTS AND INTERNAL ROADWAYS.

It is the policy of the City to annually provide significant funding to pay for major maintenance of parking lots and internal roadways.

9. REPLACEMENT FUNDS.

The City has a major investment in its Information Technology, fleet of vehicles, and other equipment. The City will anticipate replacing existing equipment, as necessary and will establish charges that are assigned to departments to account for the cost of that replacement. The replacement funds may be used to provide funding for new equipment providing a charge to departments that recovers the initial investment and lost opportunity costs and maintains the ability of the fund to provide for replacement of all covered equipment.

9.1. INFORMATION TECHNOLOGY REPLACEMENT (IT).

The City will maintain a replacement schedule for IT equipment and will charge departments replacement costs in accordance with the IT Replacement section in the *MISCELLANEOUS FISCAL SERVICES POLICY*.

9.2. FLEET REPLACEMENT.

The City will maintain a replacement schedule for Fleet vehicles and related equipment and will charge departments replacement costs in accordance with the Fleet and Ghost Fleet Replacement section in the *MISCELLANEOUS FISCAL SERVICES POLICY*.

9.3. EQUIPMENT REPLACEMENT.

The City will maintain a replacement schedule for other equipment and will charge departments replacement costs in accordance with the Equipment Replacement section in the *MISCELLANEOUS FISCAL SERVICES POLICY*.

10. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

10.1. ACCOUNTING

The general ledger is the collection of all asset, liability, net assets, revenue and expense accounts. It is used to accumulate all financial transactions and is supported by subsidiary ledgers that provide details for certain accounts. The general ledger is the foundation for the accumulation of data and production of reports. The Director of Fiscal Service under the direction of the City's Chief Financial Officer is responsible for establishing the structure for the City's Chart of Accounts and maintaining the General Ledger and necessary Subsidiary Ledgers for the accumulation of data and the production of accounting reports. Maintenance of both the General Ledger system and Chart of Accounts includes ensuring that procedures are in place to properly record financial transactions and report the City's financial position.

10.2. AUDITING.

1. QUALIFICATIONS OF THE AUDITOR.

In conformance with the City's Charter and according to the provisions of Texas Local Government Code, Title 4, Chapter 103, the City will be audited annually by outside independent accountants ("auditor"). The auditor must be a CPA firm of regional reputation and must demonstrate that it has the breadth and depth of staff to conduct the City's audit in accordance with generally accepted auditing standards (GAAS) and contractual requirements. The auditor must be registered as a partnership or corporation of certified public accountants, holding a license under Chapter 901 Texas Occupations Code, capable of demonstrating that it has sufficient staff which will enable it to conduct the City's audit in accordance with generally accepted auditing standards as required by the City Charter and applicable state and federal laws. The auditor's report on the City's financial statements will be completed and filed with the City Secretary within 120 days of the City's fiscal year end, and the auditor will jointly review the management letter with the City Council within 30 days of its receipt by the staff.

2. In conjunction with their review, the Chief Financial Officer or his designee shall respond in writing to the City Manager and City Council regarding the auditor's Management Letter, addressing the issues contained therein. The Council shall schedule its formal acceptance of the auditor's report upon the resolution of any issues resulting from the joint review.

3. RESPONSIBILITY OF AUDITOR TO CITY COUNCIL.

The auditor is retained by and is accountable directly to the City Council and will have access to direct communication with the City Council if the City Staff is unresponsive to auditor recommendations or if the auditor considers such communication necessary to fulfill its legal and professional responsibilities.

4. SELECTION OF AUDITOR.

The City will not require a periodic rotation of outside auditors, but will circulate requests for proposal for audit services at least every five years. Authorization for the City's annual audit shall occur no less than 30 days prior to the end of the fiscal year.

5. CITY INTERNAL AUDITOR.

Pursuant to Article III, Section 30 of the City Charter, the City may appoint an officer of the City to be the City Internal Auditor. The internal auditor will assist management in preventing, detecting,

and deterring fraud by monitoring the design and proper functioning of internal control policies and procedures. The internal auditor may conduct performance audits, special investigations, and special studies under the direction of the City Council or Audit Committee.

11.FINANCIAL REPORTING.

11.1. EXTERNAL REPORTING

The City shall prepare a written Annual Comprehensive Financial Report (ACFR) that shall be presented to the Council within 120 calendar days of the City's fiscal year end. Accuracy and timeliness of the ACFR are the responsibility of City staff. The ACFR shall be prepared in accordance with GAAP and shall be presented annually to the Government Finance Officer's Association (GFOA) for evaluation and consideration for the Certificate of Achievement for Excellence in Financial Reporting. If City staffing limitations preclude such timely reporting, the Chief Financial Officer will inform the City Council of the delay and the reasons, therefore.

11.2. INTERNAL REPORTING.

The Finance Department will prepare internal financial reports, sufficient to plan, monitor, and control the City's financial affairs. Internal financial reporting objectives are addressed throughout these policies.

12. ASSET MANAGEMENT

12.1. INVESTMENTS.

The Chief Financial Officer or the designee shall promptly invest all City funds with the depository bank in accordance with the provisions of the current Bank Depository Agreement or in any negotiable instrument authorized by the City Council under the provisions of the Public Funds Investment Act of 1987 as amended, and in accordance with the City Council's approved Investment Policies.

An investment report will be provided to the City Council quarterly. This report shall provide both summary and detailed information on the City's investment portfolio.

12.2. CASH MANAGEMENT.

The City's cash flow will be managed to maximize the cash available to invest. Such cash management will entail the centralization of cash collections, where feasible, including utility bills, building and related permits and licenses, fines, fees, and other collection offices as appropriate.

Periodic review of cash flow position will be performed to determine performance of cash management and conformance to investment policies. The underlying theme will be that idle cash will be invested with the intent to 1) safeguard assets, 2) maintain liquidity, and 3) maximize return. Where legally permitted, pooling of investments will be done.

13. FIXED ASSETS AND INVENTORY.

These assets will be reasonably safeguarded and properly accounted for, and prudently insured.

A fixed asset of the City shall be defined as a purchased or otherwise acquired piece of equipment, vehicle, furniture, fixture, capital improvement, addition to existing capital investments, land, buildings or accessioned Library materials which has an original cost or value of at least ~~\$5,000~~ \$10,000 and a useful life of more than three years. A Right to Use (RTU) asset is considered an asset which has a value of at least \$25,000 and a useful life of greater than 12 months. All expenditures related to specific capital projects are exceptions to the rule. Assets

owned by the electric utility will be capitalized in accordance with Federal Energy Regulatory Commission (FERC) guidelines. Furthermore, assets owned by either the water or wastewater utilities will be capitalized in accordance with the National Association of Regulatory Utility Commissioners (NARUC) guidelines.

The City's fixed assets shall be reasonably safeguarded and properly accounted for and sufficiently insured. Responsibility for the safeguarding of the City's fixed assets lies with the department director in whose department the fixed asset is assigned. Fixed Asset accounting will be maintained in accordance with the *FIXED ASSET POLICY* by the Finance Department.

14. COMPUTER SYSTEM/DATA SECURITY.

The City shall provide security of its computer/network system and data files through physical and logical security systems that will include, but not limited to, double back-to-back firewalls and a two-tier spam/virus protection system. The physical location of computer/network systems shall be in locations inaccessible to unauthorized personnel.

15. DEBT MANAGEMENT

15.1. DEBT ISSUANCE.

The City will issue debt for the purpose of acquiring or constructing capital assets for the general benefit of its citizens, and to allow it to fulfill its various missions as a city. Debt may be issued for the purposes of purchasing land or rights-of-way and/or improvements to land, for construction projects, capital equipment and to provide for the general good of the community.

15.2. GENERAL OBLIGATION BONDS (GO's).

GO's may be used to fund capital assets of the general government and are not to be used to fund operating needs of the City. The term of a bond issue will not exceed the useful life of the asset(s) funded by the bond issue and will generally be limited to no more than twenty (20) years. General obligation bonds must be authorized by a vote of the citizens of the City of College Station.

15.3. REVENUE BONDS (RB's).

RB'S may be issued to provide for the capital needs of any activities where the capital requirements are necessary for continuation or expansion of a service which produces a revenue and for which the asset may reasonably be expected to provide for a revenue stream to fund the debt service requirements. The term of the obligation should not exceed the useful life of the asset(s) to be funded by the bond issue and will generally be limited to no more than twenty (20) years.

15.4. CERTIFICATES OF OBLIGATION,

CO's may be used to fund capital assets determined by City Council. The term of the obligation may not exceed the useful life of the asset(s) to be funded by the proceeds of the debt issue and will generally be limited to no more than twenty (20) years when the asset is of a nature that its anticipated useful life exceeds 20 years.

15.5. SHORT TERM OBLIGATIONS

Lines of Credit, taxable bonds and other financial instruments that are short term in nature may be used to fund any lawful purpose of the municipality as well as to provide bridge financing for capital projects. The City may issue interfund loans rather than outside debt instruments to meet short-term cash flow needs. Interfund loans will be permitted if an analysis of the affected fund indicates funds in excess of the fund balance requirement are available and the use of the funds will not impact that fund's current operations. All interfund loans will bear

interest based upon prevailing rates and have terms consistent with other similar obligations.

15.6. METHOD OF ISSUANCE.

The City will use a competitive bidding process in the sale of bonds unless the nature of the issue warrants a negotiated bid. In situations where a competitive bidding process is not elected, the City will publicly present the reasons why, and the City will participate with the financial advisor in the selection of the underwriter or direct purchaser.

15.7. BIDDING PARAMETERS.

The notice of sale will be carefully constructed so as to ensure the best possible bid for the City, in light of the existing market conditions and other prevailing factors.

15.8. ANALYSIS OF FINANCING ALTERNATIVES

The Finance Department will explore alternatives to the issuance of debt for capital acquisitions and construction projects. These alternatives will include, but not be limited to, 1) grants in aid, 2) use of reserves, 3) use of current revenues, 4) contributions from developers and others, 5) leases, and 6) impact fees.

15.9. DISCLOSURE.

Full disclosure of operating costs along with capital costs will be made to the bond rating agencies and other users of financial information. The Finance Department, with the assistance of financial advisors and bond counsel, will prepare the necessary materials for presentation to the rating agencies, will aid in the production of Preliminary Official Statements, and will take responsibility for the accuracy of all financial information released in accordance with the *INVESTMENT POLICY & STRATEGY and CONTINUING DISCLOSURE POLICY* maintained by the Finance Department.

15.10. FEDERAL REQUIREMENTS.

The City will maintain procedures to comply with arbitrage rebate and other Federal requirements.

15.11. DEBT STRUCTURING.

The City will issue bonds for 20 years or less, not to exceed the life of the asset acquired.

The structure should approximate level annual debt service unless operational matters dictate otherwise or if market conditions indicate potential savings could result from modifying the level payment stream. Consideration of market factors, such as the tax-exempt qualification, minimum tax alternative, and so forth will be given during the structuring of long-term debt instruments.

16. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

16.1. OPERATIONAL COVERAGE. (NO OPERATING DEFICITS).

The City will maintain an operational coverage of 1.00, such that current operating revenues will at least equal or exceed current operating expenditures.

Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums as stated in Section 17.

17. OPERATING RESERVES/FUND BALANCES

17.1. GENERAL FUND

The unobligated fund balance in the General Fund should be at least 20% of the annual budgeted General Fund expenses. This percentage is the equivalent of approximately 65 days expenditures. An additional amount of up to 3.0% should be maintained for extraordinary items or contingencies. Cash and investments alone should be equivalent to 30 days of operating expenditures.

17.2. ENTERPRISE FUNDS

The working capital (current assets less current liabilities) in the enterprise funds should be maintained at 18% of total operating expenses or the equivalent of approximately 65 days. Cash and Investments alone should be equivalent to 30 days of operations.

For certain Enterprise Funds, the City established Risk Mitigation Funds to reduce the financial impact of significant future events. These Risk Mitigation Funds are intended to reduce the impact on the customer base. Service type and operational and capital expenses will affect the amount maintained in each Risk Mitigation Fund. Expenses considered by the City include both historical and projected amounts.

17.3. HOTEL TAX FUND

The Hotel Tax Fund balance should be at least 18% of the annual budgeted expenditures. Adequate reserves are essential due to the nature of this revenue source and the reliance organizations have on this revenue source to maintain ongoing operations.

17.4. INTERNAL SERVICE FUNDS

The Internal Service Funds will attain and retain fund balance/working capital balances appropriate for the fund.

17.5. FLEET MAINTENANCE AND UTILITY CUSTOMER SERVICE

Some funds such as Fleet Maintenance and Utility Customer Service need only a minimal working capital balance in order to meet the needs of the fund, therefore no stated minimum fund balance is required.

17.6. INSURANCE FUNDS

Insurance funds where risk is retained by the City in a self-insurance mode, a reserve will be established based upon an actuarial determination. Such reserve will be used for no other purposes than for financing losses under the insurance program.

17.7. REPLACEMENT FUNDS

The Replacement Funds will have a working capital balance that will provide resources to replace covered equipment when it is necessary to be replaced. The funds will be replenished based on anticipated life of equipment and adjusted based on changes in the costs the covered equipment.

17.8. LIABILITIES AND RECEIVABLES.

Procedures will be followed to maximize discounts and reduce penalties offered by creditors. Current liabilities will be paid within 30 days of the invoice date or on receipt of the goods or services, whichever is later. Accounts Receivable procedures will target collection for a maximum of 30 days from service, with any receivables aging past 90 days to go to a collection agency. The Chief Financial Officer, or designee, is authorized to write-off uncollectible accounts that are delinquent for more than 365 days, if the proper delinquency procedures have been followed.

18. CAPITAL PROJECT AND DEBT SERVICE FUNDS.

18.1. CAPITAL PROJECTS FUNDS

Monies in the capital projects funds will be used within 36 months of receipt. Balances will be used to generate interest income to offset increases in construction costs or other associated costs. Capital project funds are intended to be expended.

18.2. DEBT SERVICE FUND

Revenues in the General Debt Service Fund are stable, based on property tax revenues and transfers from other funds. Remaining balances are maintained to meet contingencies and to make certain that the next year's debt service payments are met in a timely manner. The fund maintains a reserve balance calculated as 10% of budgeted expenses.

19. INTERNAL CONTROLS

19.1. WRITTEN PROCEDURES.

Wherever possible, written procedures will be established and maintained by the Finance Department for all functions involving purchasing, cash handling and/or accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

19.2. DEPARTMENT DIRECTORS' RESPONSIBILITIES.

Department Directors are the City Manager Designee for their department. The Finance Director also serves as the Chief Financial Officer's designee. Each department Director is responsible for ensuring that good internal controls are followed throughout his or her Department, that all Fiscal Services Department directives or internal controls are implemented, and that all independent auditor internal control recommendations are addressed. Departments will develop and periodically update written internal control procedures.

19.3. INTERNAL REVIEWS/AUDITS.

The Finance Department will complete a review/audit of any department or procedure as directed by the Chief Financial Officer. Audits of petty cash and cash receipts will be randomly scheduled and conducted on an annual basis.

Appendix F

FISCAL AND BUDGETARY

POLICY STATEMENTS – UPDATED SPRING 2025

1. STATEMENT OF PURPOSE

The broader intent of the following Fiscal and Budgetary Policy Statements is to enable the City to achieve a long-term stable and positive financial condition. The watchwords of the City's financial management include integrity, prudent stewardship, planning, accountability, and full disclosure.

The more specific purpose is to provide guidelines regarding the City's day-to-day financial affairs and in developing recommendations to the City Manager and City Council.

The scope of these policies generally spans, among other issues, accounting, purchasing, auditing, financial reporting, internal controls, operating and capital budgeting, revenue management, cash and investment management, expenditure control, asset management, debt management, and planning concepts, in order to:

- A. Present fairly and with full disclosure the financial position and results of the financial operations of the City in conformity with generally accepted accounting principles (GAAP), and
- B. Determine and demonstrate compliance with finance related legal and contractual issues in accordance with provisions of the Texas Local Government Code and other pertinent legal documents and mandates.

The City Council will annually review and approve the Fiscal and Budgetary Policy Statements as part of the budget process. More detailed policy guidelines in the following policy manuals maintained by the Finance Department:

- 1. *ACCOUNTING OPERATIONS POLICY*
- 2. *PURCHASING POLICY*
- 3. *EMERGENCY OPERATIONS POLICY – FISCAL SERVICES*
- 4. *FIXED ASSET POLICY*
- 5. *MISCELLANEOUS FISCAL SERVICES POLICY*
- 6. *UTILITY CUSTOMER SERVICE POLICY*
- 7. *INVESTMENT POLICY & STRATEGY*
- 8. *CONTINUING DISCLOSURE*

2. OPERATING BUDGET

2.1. PREPARATION.

Budgeting is an essential element of the financial planning, control, and evaluation process of municipal government. The "operating budget" is the City's annual financial operating plan. The budget includes all the operating departments of the City, the debt service fund, all capital projects funds, and the internal service funds of the City. The budgets for the General Funds and Special Revenue Funds are prepared in the Finance Department on the modified accrual basis of accounting. Under this basis, revenues are recognized when they become measurable and available to finance expenditures of the current period. Expenditures are recognized when the related fund liability is incurred with the exception of unmatured interest on long term debt which is recognized when due and certain compensated absences and claims and judgments such as accrued vacation leave which are

recognized when the obligations are expected to be liquidated with expendable resources.

The budgets for the Enterprise and Internal Service Funds are similarly prepared on the modified accrual basis of accounting where cash transactions are included in the budget presentation in lieu of non-cash transactions such as depreciation. The focus is on the net change in working capital (current assets less current liabilities).

All funds are forecasted for five years out as to plan for future budget years. Five-year forecasts for major funds such as the general fund and the debt service fund are published in the budget document.

The budget is prepared with the cooperation of all City Departments and is submitted to the City Manager who makes any necessary changes before presentation to City Council. The budget shall be presented to the City Council no later than six weeks prior to fiscal year end and shall be enacted by the City Council on or before the twenty-seventh day of the last month of the preceding fiscal year.

The budget process will be coordinated so as to identify major policy issues for City Council. The budget process will be a part of an overall strategic planning process for the City.

2.2. BALANCED BUDGET.

The operating budget will be balanced with current revenues, exclusive of beginning resources, greater than or equal to current expenditures/expenses. Excess balances shall be used as capital funds or other non-recurring expenditures.

2.3. DEVELOPMENT OF AN APPROVED BUDGET.

- a. The budget shall include four basic segments for review and evaluation: (1) personnel costs, (2) base budget for operations and maintenance costs, (3) service level adjustments for increases or decreases to existing service levels, and (4) revenues.
- b. The budget review process shall include Council participation in the development of each of the four segments of the approved budget and a public hearing to allow for citizen participation in the budget preparation.
- c. The budget process shall span sufficient time to address policy and fiscal issues by the Council.
- d. A copy of the approved budget shall be filed with the City Secretary when it is submitted to the City Council in accordance with the provisions of the City Charter.

2.4. ADOPTION.

Upon the presentation of a proposed budget document to the Council, the Council shall call and publicize a budget public hearing. The Council will subsequently adopt by ordinance such budget as it may have been amended as the City's Annual Budget, effective for the fiscal year beginning October 1.

2.5. BUDGET AWARD.

The operating budget will be submitted annually to the Government Finance Officers Association (GFOA) for evaluation and consideration for the Award for Distinguished Budget Presentation.

2.6. BUDGET REPORTING.

Periodic financial reports will be prepared to monitor and control the budget. Summary financial reports will be presented to the City Manager and City Council quarterly as soon as possible, preferably within thirty (30) working days after the end of each quarter. Such reports will be in a format appropriate to enable the City Council to understand the overall budget to actual status for various funds. See Section 16.2 in the Account Operations Policy for further details.

2.7. CONTROL.

Operating expense control is addressed in Section 4 of these Policies.

2.8. CONTINGENT APPROPRIATION.

Pursuant to Section 58 of the Charter of the City of College Station, the City will establish an adequate contingent appropriation in each of the operating funds. The expenditure for this appropriation shall be made only in cases of emergency, and a detailed account shall be recorded and reported. The proceeds shall be disbursed only by transfer to departmental appropriation. The transfer of this budget appropriation within the same fund or department with a net zero impact to the Budget shall be under the control of the Director of Fiscal Services and the City Manager and may be distributed by them. Any transfer between funds and/or departments must be expressly approved by the City Council.

All transfers from the contingent appropriation will be evaluated using the following criteria:

1. Is the request of such an emergency nature that it must be made immediately?
2. Why was the item not budgeted in the normal budget process?
3. Why can't the transfer be made within the division or department?

3. REVENUE MANAGEMENT.

3.1. OPTIMUM CHARACTERISTICS.

1. **SIMPLICITY.** The City, where possible and without sacrificing accuracy, will strive to keep the revenue system simple in order to reduce compliance costs for the taxpayer or service recipient. A corresponding decrease in the City's cost of collection and a reduction in avoidance to pay will thus result. The City will avoid nuisance taxes or charges as revenue sources.
2. **CERTAINTY.** The City will understand its revenue sources and enact consistent collection policies to provide assurances that the revenue base will materialize according to budgets and plans.
3. **EQUITY.** The City shall make every effort to maintain equity in its revenue system; i.e., the City shall seek to minimize or eliminate all forms of subsidization between entities, funds, services, utilities, and customer classes.
4. **REVENUE ADEQUACY.** The City shall require that there be a balance in the revenue system; i.e., the revenue base will have the characteristic of fairness and neutrality as it applies to cost of service, willingness to pay, and ability to pay.

5. **ADMINISTRATION.** The benefits of a revenue source will exceed the cost of levying and collecting that revenue. The cost of collection will be reviewed for cost effectiveness as a part of the indirect cost and cost of service analysis. Where appropriate, the City will use the administrative processes of State or Federal collection agencies in order to reduce administrative costs.
6. **DIVERSIFICATION AND STABILITY.** A diversified revenue system with a stable source of income shall be maintained. This approach will help avoid instabilities in particular revenue sources due to factors such as fluctuations in the economy and variations in the weather. Stability is achieved by a balance between elastic and inelastic revenue sources.

3.2. OTHER CONSIDERATIONS.

1. **COST/BENEFIT OF INCENTIVES FOR ECONOMIC DEVELOPMENT.** The City will use due caution in the analysis of any tax or fee incentives that are used to encourage development. Ideally, a cost/benefit (fiscal impact) analysis will be performed as part of such evaluation.
2. **NON-RECURRING REVENUES.** One-time or non-recurring revenues will not be used to finance ongoing operations. Non-recurring revenues should be used only for one-time expenditures such as long-lived capital needs. They will not be used for budget balancing purposes.
3. **PROPERTY TAX REVENUES.** All real and business personal property located within the City shall be valued at 100% of the fair market value for any given year based on the current appraisal supplied to the City by the Brazos County Appraisal District.
4. A ninety-six and one half percent (96.5%) collection rate shall serve each year as a minimum goal for tax collections. The City Manager may, for budget and forecasting purposes, use up to the tax rate in effect for the current year's budget. The City Manager may justify a tax rate that is different from the current tax rate. The justification will be based on City Council directions, needs arising from debt service, or other conditions as may arise from time to time.

3.3. INVESTMENT INCOME.

Earnings from investment (both interest and capital gains) of available monies, whether pooled or not, will be distributed to the funds in accordance with the equity balance of the fund from which monies were provided to be invested.

3.4. USER-BASED FEES AND SERVICE CHARGES.

For services associated with a user fee or charge, the direct and indirect costs of that service will be offset by a fee where possible. There will be a review of fees and charges no less than once every three years to ensure that fees provide adequate coverage of costs of services. User charges may be classified as "full cost recovery," "partial cost recovery I," "partial cost recovery II" and "minimal cost recovery," based upon City Council policy.

1. Full fee support (80-100%) will be obtained from enterprise operations such as utilities, solid waste service, landfill, cemetery, and licenses and permits.
2. Partial fee support I (50-80%) will be generated by charges for emergency medical services, miscellaneous licenses and fines, and all adults' sports programs.
3. Partial fee support II (20%-50%) will be generated by charges for youth programs and activities.
4. Minimum fee support (0-20%) will be obtained from other parks, recreational and cultural programs and activities.

3.5. PARKS AND RECREATION COST RECOVERY CONTINUUM

The Cost Recovery Continuum is applied to all programs and services provided by the Parks and Recreation Department. Its spectrum ranges from Community Wide Beneficiaries (those services which benefit a relatively large proportion of residents) to Individual Users (those services where the benefits accrue primarily to users rather than a large proportion of residents). When the benefits are accrued primarily by individuals, rather than a large segment of the community, general funds should not exclusively subsidize those activities.

User prices are determined by establishing the aggregate cost associated with each service or program, then identifying the proportion of benefits that accrue to individual users rather than to the whole community. This identified proportion becomes the target amount to be recovered from fees. Services and programs are categorized according to what percentage of cost recovery is to be transferred to the individual users. These prices must be reconciled by a market analysis of price points, resulting in potential annual increments of increase. These categories are reviewed every 3-5 years by City Management. The actual cost recovery is recorded each fiscal year as staff considers necessary adjustments and establishes performance benchmarks.

- Minimum Cost Recovery - 0% to 25% (i.e. – Playgrounds, Parks, Greenways and Trails)
- Low-Cost Recovery – 26% to 50% (i.e. – Youth Based Programs and Services)
- Medium-Cost Recovery – 51% to 75% (i.e. – Adult based Programs and Services)
- High-Cost Recovery – 76% to 100% (Enterprise Operations, cemetery, License/Permits)

Financial barriers will be addressed thru scholarships, work programs and financial assistance.

3.6. ENTERPRISE FUND RATES.

The City will review and adopt utility rates as needed to generate revenues required to fully cover operating expenses, meet the legal restrictions of all applicable bond covenants, and provide for an adequate level of working capital.

3.7. GENERAL AND ADMINISTRATIVE (G&A) CHARGES.

G&A costs will be charged to all funds for services of general overhead, such as administration, finance, customer billing, personnel, technology, engineering, legal counsel, and other costs as appropriate. The charges will be determined through an indirect cost allocation study following accepted practices and procedures.

3.8. UNMETERED CITY OF COLLEGE STATION STREET LIGHT COSTS.

The electric power cost related to the unmetered City of College Station streetlights will be incurred in the Electric Fund as part of the overall purchased power cost. The General Fund will reimburse the Electric Fund for the estimated cost of this service. The reimbursement amount will be estimated on an annual basis and will be based on the number of applicable streetlights, estimated power consumption and estimated maintenance costs.

3.9. UTILITY GENERAL FUND TRANSFERS.

The intent of these transfers is to provide a fair and reasonable return and benefit to the City and its citizens for their ownership risk related to the City's various utility operations.

1. Electric General Fund Transfer – The transfer from the Electric Fund to the City's General Fund will not exceed 9.0% of total budgeted operating revenues.

2. Water, Wastewater, and Solid Waste General Fund Transfers – The transfers from the Water, Wastewater, and Solid Waste Funds to the City’s General Fund will not exceed 10.0% of total budgeted operating revenues.

3.10. INTERGOVERNMENTAL REVENUES.

The City will not be reliant on intergovernmental revenues (grants). Any potential grants will be examined for matching and continuation of program requirements. These revenue sources should be used only for projects and programs where operating and maintenance costs that have been included in the financial forecast and their ultimate effect on operations and revenue requirements are anticipated.

3.11. REVENUE MONITORING.

Revenues as they are received will be regularly compared to budgeted revenues and variances will be investigated.

4. EXPENDITURE CONTROL

4.1. APPROPRIATIONS.

The point of budgetary control is at the department level in the General Fund and at the fund level in all other funds. When budget adjustments among Departments and/or funds are necessary, they must be approved by the City Council and must meet other requirements as outlined in the City Charter, with the following exceptions:

1. Inter-fund transfers involving an internal replacement fund; in the case of funds being moved to or from any of the replacement funds (IT, Equipment, or Fleet).
2. Corrections or de-minimis amounts as outlined in the Transfer Policy maintained in the *MISCELLANEOUS FISCAL SERVICES POLICY*, including accounting entries that are contained within a fund and have no impact on the net approved annual budget.
3. Budget appropriation amendments at lower levels of control shall be made in accordance with the applicable administrative procedures.
4. As the Water and Wastewater Funds are operationally one fund, transfers between these two funds are considered administrative in nature as long as they are net budget neutral.

4.2. AMENDMENTS TO THE BUDGET.

In accordance with the City Charter, the budget may be amended after the following conditions are met:

1. The City Manager certifies that there are available revenues in excess of those estimated in the Budget.
2. The City Council holds a public hearing on the supplemental appropriation.
3. The City Council approves the supplemental appropriation.

4.3. CENTRAL CONTROL.

Modifications within the operating categories (salaries, supplies, maintenance, services, capital etc.) are detailed in the Transfer Policy maintained in the *MISCELLANEOUS FISCAL SERVICES POLICY*

4.4. PURCHASING.

The City shall make expenditures to promote the best interests of the citizens of College Station. The City shall encourage free and unrestricted competition on bids and purchases, ensuring the taxpayers the best possible return on and use of their tax dollars. It shall be the policy of the City to fully comply with and make purchases or expenditures pursuant to the City’s Purchasing Manual which includes policies, rules, regulations, procedures, state and federal law.

The Purchasing division of Finance Department is the central authority for all purchasing activity \$3,000 and greater. The City Manager or his designee, in consultation with appropriate City Departments, may determine the procurement method for goods and services that provides the best value to the City. The purchase of goods or services by the City at a total cost of less than \$3,000 may be approved by the applicable department in accordance with the central procurement card policy or the department's internal control procedures.

4.5. PROMPT PAYMENT.

All invoices approved for payment by the proper City authorities shall be paid within thirty (30) calendar days of receipt of goods or services or invoice date, whichever is later, in accordance with the provisions of Chapter 2251 of the Local Government Code.

The *PURCHASING POLICY maintained by the Finance Department* shall establish and maintain proper procedures which will enable the City to take advantage of all purchase discounts, when possible, except in the instance where payments can be reasonably and legally delayed in order to maximize the City's investable cash.

5. RISK MANAGEMENT.

The City will aggressively pursue every opportunity to provide for the public's and City employees' safety and to manage its risks. The goal shall be to minimize the risk of loss of resources through liability claims with an emphasis on safety programs. All reasonable options will be investigated to finance risks. Such options may include risk transfer, insurance, and risk retention. Where risk is retained, reserves will be established based upon actuarial determinations and not be used for purposes other than for financing losses.

6. REPORTING.

Summary reports will be prepared showing actual expenditures as compared to the original and revised budgets and prior year expenditures.

7. CAPITAL BUDGET AND PROGRAM

7.1. PREPARATION.

The City's capital budget will include all capital projects funds and all capital resources. The budget will be prepared annually on a project basis. The capital budget will be prepared by the Finance Department with the involvement of responsible departments.

7.2. CONTROL.

All capital project expenditures must be appropriated in the capital budget. The Chief Financial Officer must certify the availability of resources before any capital project contract is presented to the City Council for approval.

7.3. PROGRAM PLANNING.

The capital budget will be taken from the capital improvements project plan for future years. The planning time frame for the capital improvements project plan should normally be five years, with a minimum of at least three years. Future replacement and maintenance for capital items should also be projected for the next five years after the project is placed into service

7.4. FINANCING PROGRAMS.

Where applicable, assessments, impact fees, pro-rata charges, or other fees should be used to fund capital projects which have a primary benefit to specific, identifiable property owners.

Alternative financing sources will be explored before debt is issued. When debt is issued, it will be used to acquire major assets with expected lives which equal or exceed the average life of the debt issue.

7.5. REPORTING.

Periodic financial reports will be prepared to enable the Department Directors to manage their capital budgets and to enable the Finance Department to monitor and control the capital budget as authorized by the City Manager.

8. CAPITAL MAINTENANCE & REPLACEMENT

To address that deferred maintenance and not anticipating replacement costs increases future capital requirements, the City policy is the following.

8.1. STREETS CAPITAL MAINTENANCE AND REPLACEMENT.

It is the policy of the City to annually provide significant funding for the Streets Division within the Public Works Department to use for a residential street maintenance program.

8.2. BUILDING CAPITAL MAINTENANCE AND REPLACEMENT

It is the policy of the City to annually provide significant funding for major maintenance on its buildings such as roof air conditioning, flooring, and other replacements.

8.3. PARKING LOTS AND INTERNAL ROADWAYS.

It is the policy of the City to annually provide significant funding to pay for major maintenance of parking lots and internal roadways.

9. REPLACEMENT FUNDS.

The City has a major investment in its Information Technology, fleet of vehicles, and other equipment. The City will anticipate replacing existing equipment, as necessary and will establish charges that are assigned to departments to account for the cost of that replacement. The replacement funds may be used to provide funding for new equipment providing a charge to departments that recovers the initial investment and lost opportunity costs and maintains the ability of the fund to provide for replacement of all covered equipment.

9.1. INFORMATION TECHNOLOGY REPLACEMENT (IT).

The City will maintain a replacement schedule for IT equipment and will charge departments replacement costs in accordance with the IT Replacement section in the *MISCELLANEOUS FISCAL SERVICES POLICY*.

9.2. FLEET REPLACEMENT.

The City will maintain a replacement schedule for Fleet vehicles and related equipment and will charge departments replacement costs in accordance with the Fleet and Ghost Fleet Replacement section in the *MISCELLANEOUS FISCAL SERVICES POLICY*.

9.3. EQUIPMENT REPLACEMENT.

The City will maintain a replacement schedule for other equipment and will charge departments replacement costs in accordance with the Equipment Replacement section in the *MISCELLANEOUS FISCAL SERVICES POLICY*.

10. ACCOUNTING, AUDITING, AND FINANCIAL REPORTING

10.1. ACCOUNTING

The general ledger is the collection of all asset, liability, net assets, revenue and expense accounts. It is used to accumulate all financial transactions and is supported by subsidiary ledgers that provide details for certain accounts. The general ledger is the foundation for the accumulation of data and production of reports. The Director of Fiscal Service under the direction of the City's Chief Financial Officer is responsible for establishing the structure for the City's Chart of Accounts and maintaining the General Ledger and necessary Subsidiary Ledgers for the accumulation of data and the production of accounting reports. Maintenance of both the General Ledger system and Chart of Accounts includes ensuring that procedures are in place to properly record financial transactions and report the City's financial position.

10.2. AUDITING.

1. QUALIFICATIONS OF THE AUDITOR.

In conformance with the City's Charter and according to the provisions of Texas Local Government Code, Title 4, Chapter 103, the City will be audited annually by outside independent accountants ("auditor"). The auditor must be a CPA firm of regional reputation and must demonstrate that it has the breadth and depth of staff to conduct the City's audit in accordance with generally accepted auditing standards (GAAS) and contractual requirements. The auditor must be registered as a partnership or corporation of certified public accountants, holding a license under Chapter 901 Texas Occupations Code, capable of demonstrating that it has sufficient staff which will enable it to conduct the City's audit in accordance with generally accepted auditing standards as required by the City Charter and applicable state and federal laws. The auditor's report on the City's financial statements will be completed and filed with the City Secretary within 120 days of the City's fiscal year end, and the auditor will jointly review the management letter with the City Council within 30 days of its receipt by the staff.

2. In conjunction with their review, the Chief Financial Officer or his designee shall respond in writing to the City Manager and City Council regarding the auditor's Management Letter, addressing the issues contained therein. The Council shall schedule its formal acceptance of the auditor's report upon the resolution of any issues resulting from the joint review.

3. RESPONSIBILITY OF AUDITOR TO CITY COUNCIL.

The auditor is retained by and is accountable directly to the City Council and will have access to direct communication with the City Council if the City Staff is unresponsive to auditor recommendations or if the auditor considers such communication necessary to fulfill its legal and professional responsibilities.

4. SELECTION OF AUDITOR.

The City will not require a periodic rotation of outside auditors, but will circulate requests for proposal for audit services at least every five years. Authorization for the City's annual audit shall occur no less than 30 days prior to the end of the fiscal year.

5. CITY INTERNAL AUDITOR.

Pursuant to Article III, Section 30 of the City Charter, the City may appoint an officer of the City to be the City Internal Auditor. The internal auditor will assist management in preventing, detecting,

and deterring fraud by monitoring the design and proper functioning of internal control policies and procedures. The internal auditor may conduct performance audits, special investigations, and special studies under the direction of the City Council or Audit Committee.

11.FINANCIAL REPORTING.

11.1. EXTERNAL REPORTING

The City shall prepare a written Annual Comprehensive Financial Report (ACFR) that shall be presented to the Council within 120 calendar days of the City's fiscal year end. Accuracy and timeliness of the ACFR are the responsibility of City staff. The ACFR shall be prepared in accordance with GAAP and shall be presented annually to the Government Finance Officer's Association (GFOA) for evaluation and consideration for the Certificate of Achievement for Excellence in Financial Reporting. If City staffing limitations preclude such timely reporting, the Chief Financial Officer will inform the City Council of the delay and the reasons, therefore.

11.2. INTERNAL REPORTING.

The Finance Department will prepare internal financial reports, sufficient to plan, monitor, and control the City's financial affairs. Internal financial reporting objectives are addressed throughout these policies.

12. ASSET MANAGEMENT

12.1. INVESTMENTS.

The Chief Financial Officer or the designee shall promptly invest all City funds with the depository bank in accordance with the provisions of the current Bank Depository Agreement or in any negotiable instrument authorized by the City Council under the provisions of the Public Funds Investment Act of 1987 as amended, and in accordance with the City Council's approved Investment Policies.

An investment report will be provided to the City Council quarterly. This report shall provide both summary and detailed information on the City's investment portfolio.

12.2. CASH MANAGEMENT.

The City's cash flow will be managed to maximize the cash available to invest. Such cash management will entail the centralization of cash collections, where feasible, including utility bills, building and related permits and licenses, fines, fees, and other collection offices as appropriate.

Periodic review of cash flow position will be performed to determine performance of cash management and conformance to investment policies. The underlying theme will be that idle cash will be invested with the intent to 1) safeguard assets, 2) maintain liquidity, and 3) maximize return. Where legally permitted, pooling of investments will be done.

13. FIXED ASSETS AND INVENTORY.

These assets will be reasonably safeguarded and properly accounted for, and prudently insured.

A fixed asset of the City shall be defined as a purchased or otherwise acquired piece of equipment, vehicle, furniture, fixture, capital improvement, addition to existing capital investments, land, buildings or accessioned Library materials which has an original cost or value of at least \$10,000 and a useful life of more than three years. A Right to Use (RTU) asset is considered an asset which has a value of at least \$25,000 and a useful life of greater than 12 months. All expenditures related to specific capital projects are exceptions to the rule. Assets owned by

the electric utility will be capitalized in accordance with Federal Energy Regulatory Commission (FERC) guidelines. Furthermore, assets owned by either the water or wastewater utilities will be capitalized in accordance with the National Association of Regulatory Utility Commissioners (NARUC) guidelines.

The City's fixed assets shall be reasonably safeguarded and properly accounted for and sufficiently insured. Responsibility for the safeguarding of the City's fixed assets lies with the department director in whose department the fixed asset is assigned. Fixed Asset accounting will be maintained in accordance with the *FIXED ASSET POLICY* by the Finance Department.

14. COMPUTER SYSTEM/DATA SECURITY.

The City shall provide security of its computer/network system and data files through physical and logical security systems that will include, but not limited to, double back-to-back firewalls and a two-tier spam/virus protection system. The physical location of computer/network systems shall be in locations inaccessible to unauthorized personnel.

15.DEBT MANAGEMENT

15.1. DEBT ISSUANCE.

The City will issue debt for the purpose of acquiring or constructing capital assets for the general benefit of its citizens, and to allow it to fulfill its various missions as a city. Debt may be issued for the purposes of purchasing land or rights-of-way and/or improvements to land, for construction projects, capital equipment and to provide for the general good of the community.

15.2. GENERAL OBLIGATION BONDS (GO's).

GO's may be used to fund capital assets of the general government and are not to be used to fund operating needs of the City. The term of a bond issue will not exceed the useful life of the asset(s) funded by the bond issue and will generally be limited to no more than twenty (20) years. General obligation bonds must be authorized by a vote of the citizens of the City of College Station.

15.3. REVENUE BONDS (RB's).

RB'S may be issued to provide for the capital needs of any activities where the capital requirements are necessary for continuation or expansion of a service which produces a revenue and for which the asset may reasonably be expected to provide for a revenue stream to fund the debt service requirements. The term of the obligation should not exceed the useful life of the asset(s) to be funded by the bond issue and will generally be limited to no more than twenty (20) years.

15.4. CERTIFICATES OF OBLIGATION,

CO's may be used to fund capital assets determined by City Council. The term of the obligation may not exceed the useful life of the asset(s) to be funded by the proceeds of the debt issue and will generally be limited to no more than twenty (20) years when the asset is of a nature that its anticipated useful life exceeds 20 years.

15.5. SHORT TERM OBLIGATIONS

Lines of Credit, taxable bonds and other financial instruments that are short term in nature may be used to fund any lawful purpose of the municipality as well as to provide bridge financing for capital projects. The City may issue interfund loans rather than outside debt instruments to meet short-term cash flow needs. Interfund loans will be permitted if an analysis of the affected fund indicates funds in excess of the fund balance requirement are available and the use of the funds will not impact that fund's current operations. All interfund loans will bear

interest based upon prevailing rates and have terms consistent with other similar obligations.

15.6. METHOD OF ISSUANCE.

The City will use a competitive bidding process in the sale of bonds unless the nature of the issue warrants a negotiated bid. In situations where a competitive bidding process is not elected, the City will publicly present the reasons why, and the City will participate with the financial advisor in the selection of the underwriter or direct purchaser.

15.7. BIDDING PARAMETERS.

The notice of sale will be carefully constructed so as to ensure the best possible bid for the City, in light of the existing market conditions and other prevailing factors.

15.8. ANALYSIS OF FINANCING ALTERNATIVES

The Finance Department will explore alternatives to the issuance of debt for capital acquisitions and construction projects. These alternatives will include, but not be limited to, 1) grants in aid, 2) use of reserves, 3) use of current revenues, 4) contributions from developers and others, 5) leases, and 6) impact fees.

15.9. DISCLOSURE.

Full disclosure of operating costs along with capital costs will be made to the bond rating agencies and other users of financial information. The Finance Department, with the assistance of financial advisors and bond counsel, will prepare the necessary materials for presentation to the rating agencies, will aid in the production of Preliminary Official Statements, and will take responsibility for the accuracy of all financial information released in accordance with the *INVESTMENT POLICY & STRATEGY and CONTINUING DISCLOSURE POLICY* maintained by the Finance Department.

15.10. FEDERAL REQUIREMENTS.

The City will maintain procedures to comply with arbitrage rebate and other Federal requirements.

15.11. DEBT STRUCTURING.

The City will issue bonds for 20 years or less, not to exceed the life of the asset acquired.

The structure should approximate level annual debt service unless operational matters dictate otherwise or if market conditions indicate potential savings could result from modifying the level payment stream. Consideration of market factors, such as the tax-exempt qualification, minimum tax alternative, and so forth will be given during the structuring of long-term debt instruments.

16. FINANCIAL CONDITIONS, RESERVES, AND STABILITY RATIOS

16.1. OPERATIONAL COVERAGE. (NO OPERATING DEFICITS).

The City will maintain an operational coverage of 1.00, such that current operating revenues will at least equal or exceed current operating expenditures.

Deferrals, short-term loans, or one-time sources will be avoided as budget balancing techniques. Reserves will be used only for emergencies or non-recurring expenditures, except when balances can be reduced because their levels exceed guideline minimums as stated in Section 17.

17. OPERATING RESERVES/FUND BALANCES

17.1. GENERAL FUND

The unobligated fund balance in the General Fund should be at least 20% of the annual budgeted General Fund expenses. This percentage is the equivalent of approximately 65 days expenditures. An additional amount of up to 3.0% should be maintained for extraordinary items or contingencies. Cash and investments alone should be equivalent to 30 days of operating expenditures.

17.2. ENTERPRISE FUNDS

The working capital (current assets less current liabilities) in the enterprise funds should be maintained at 18% of total operating expenses or the equivalent of approximately 65 days. Cash and Investments alone should be equivalent to 30 days of operations.

For certain Enterprise Funds, the City established Risk Mitigation Funds to reduce the financial impact of significant future events. These Risk Mitigation Funds are intended to reduce the impact on the customer base. Service type and operational and capital expenses will affect the amount maintained in each Risk Mitigation Fund. Expenses considered by the City include both historical and projected amounts.

17.3. HOTEL TAX FUND

The Hotel Tax Fund balance should be at least 18% of the annual budgeted expenditures. Adequate reserves are essential due to the nature of this revenue source and the reliance organizations have on this revenue source to maintain ongoing operations.

17.4. INTERNAL SERVICE FUNDS

The Internal Service Funds will attain and retain fund balance/working capital balances appropriate for the fund.

17.5. FLEET MAINTENANCE AND UTILITY CUSTOMER SERVICE

Some funds such as Fleet Maintenance and Utility Customer Service need only a minimal working capital balance in order to meet the needs of the fund, therefore no stated minimum fund balance is required.

17.6. INSURANCE FUNDS

Insurance funds where risk is retained by the City in a self-insurance mode, a reserve will be established based upon an actuarial determination. Such reserve will be used for no other purposes than for financing losses under the insurance program.

17.7. REPLACEMENT FUNDS

The Replacement Funds will have a working capital balance that will provide resources to replace covered equipment when it is necessary to be replaced. The funds will be replenished based on anticipated life of equipment and adjusted based on changes in the costs the covered equipment.

17.8. LIABILITIES AND RECEIVABLES.

Procedures will be followed to maximize discounts and reduce penalties offered by creditors. Current liabilities will be paid within 30 days of the invoice date or on receipt of the goods or services, whichever is later. Accounts Receivable procedures will target collection for a maximum of 30 days from service, with any receivables aging past 90 days to go to a collection agency. The Chief Financial Officer, or designee, is authorized to write-off uncollectible accounts that are delinquent for more than 365 days, if the proper delinquency procedures have been followed.

18. CAPITAL PROJECT AND DEBT SERVICE FUNDS.

18.1. CAPITAL PROJECTS FUNDS

Monies in the capital projects funds will be used within 36 months of receipt. Balances will be used to generate interest income to offset increases in construction costs or other associated costs. Capital project funds are intended to be expended.

18.2. DEBT SERVICE FUND

Revenues in the General Debt Service Fund are stable, based on property tax revenues and transfers from other funds. Remaining balances are maintained to meet contingencies and to make certain that the next year's debt service payments are met in a timely manner. The fund maintains a reserve balance calculated as 10% of budgeted expenses.

19. INTERNAL CONTROLS

19.1. WRITTEN PROCEDURES.

Wherever possible, written procedures will be established and maintained by the Finance Department for all functions involving purchasing, cash handling and/or accounting throughout the City. These procedures will embrace the general concepts of fiscal responsibility set forth in this policy statement.

19.2. DEPARTMENT DIRECTORS' RESPONSIBILITIES.

Department Directors are the City Manager Designee for their department. The Finance Director also serves as the Chief Financial Officer's designee. Each department Director is responsible for ensuring that good internal controls are followed throughout his or her Department, that all Fiscal Services Department directives or internal controls are implemented, and that all independent auditor internal control recommendations are addressed. Departments will develop and periodically update written internal control procedures.

19.3. INTERNAL REVIEWS/AUDITS.

The Finance Department will complete a review/audit of any department or procedure as directed by the Chief Financial Officer. Audits of petty cash and cash receipts will be randomly scheduled and conducted on an annual basis.

March 13, 2025
Item No. 7.4.
Door Access Badge Replacement

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on purchasing services for Door Badge Access Replacement from The Personal Computer Store Inc. DBA Avinext in the amount of \$372,532.71.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): CIO recommends approval

Summary: Our current door badge access control is through Siemens. It is over 16 years old for some buildings. The software is not user-friendly, and support services have degraded over the last few years. We are replacing the Siemens badge system with Avigilon compatible software which integrates directly with our current cameras and camera software. We will also reprogram every badge reader in every city owned building. Future upgrades will allow the use of cell phones with biometric capabilities in addition to traditional ID badges. With the Avigilon system lost or stolen badges can be turned off immediately. All employees will be issued a new badge with improved encryption over the next year. To ensure safety, security, and access rights, employees are required to wear a City-issued identification (ID) badge while at work. The project's total cost is \$372,532.71; of that, \$112,220 will be used for labor costs, \$239,226.71 will be used to purchase the equipment, and \$21,086 will cover a three year warranty.

Budget & Financial Summary: Funds are available in the IT Revolver.

Attachments:

1. City Council Coversheet for Consent Agenda
2. Contract & Agreement Routing Form

**March 13th, 2025
Consent Agenda**

Sponsor: Sam Rivera, Chief Information Officer

Agenda Caption: Presentation, discussion, and possible action on purchasing services for Door Badge Access Replacement from The Personal Computer Store Inc DBA Avinext in the amount of \$372,532.71 using the TIPS 210101 Contract

Relationship to Strategic Goals: Core Services and Infrastructure

Recommendation(s): CIO recommends approval

Summary: Our current door badge access control is through Siemens. It is over 16 years old for some buildings. The software is not user-friendly, and support services have degraded over the last few years. We are replacing the Siemens badge system with Avigilon compatible software which integrates directly with our current cameras and camera software. We will also reprogram every badge reader in every city owned building. Future upgrades will allow the use of cell phones with biometric capabilities in addition to traditional ID badges. With the Avigilon system lost or stolen badges can be turned off immediately. All employees will be issued a new badge with improved encryption over the next year. To ensure safety, security, and access rights, employees are required to wear a City-issued identification (ID) badge while at work. The project's total cost is \$372,532.71; of that, \$112,220 will be used for labor costs, \$239,226.71 will be used to purchase the equipment, and \$21,086 will cover a three year warranty. Pricing was provided using The Interlocal Purchasing System (TIPS) 210101 Technology Solutions, Products and Services.

Budget & Financial Summary: Funds are available in the Door Badge Access Replacement Fund(CO2503).

Reviewed and Approved by Legal: Yes

Attachments:

1. Contract and Quote



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300358 PROJECT #: CO2503 BID/RFP/RFQ#: N/A

Project Name / Contract Description: Avigilon Door Access Control Conversion

Name of Contractor: The Personal Computer Store, Inc. dba Avinext

CONTRACT TOTAL VALUE: \$ 372,532.71 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)

Vendor is on the TIPS contract number 210101. Pricing confirmed with TIPS.

Funding from project CO2503.

(If required)*

CRC Approval Date*: N/A Council Approval Date*: 3/13/2025 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

Sam Rivera
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

2/21/2025
DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A
MAYOR (if applicable)

DATE

N/A
CITY SECRETARY (if applicable)

DATE

**CITY OF COLLEGE STATION
GENERAL SERVICE CONTRACT**

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the “City”), and **The Personal Computer Store, Inc. dba Avinext** (the “Contractor”), for the following work: Avigilon Access Control Conversion
as described in the Scope of Services attached as **Exhibit “A”**.

**ARTICLE I
PAYMENT AND TERM**

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor’s completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed **Three Hundred Seventy-Two Thousand Five Hundred Thirty-Two and 71/100 Dollars (\$372,532.71)**.

1.02 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.03 City’s Payment and Approval. The City will pay Contractor as shown in **Exhibit “B”** Payment Schedule, for the services performed no later than **thirty (30)** calendar days from the date of the City's receipt of the payment application and the City’s approval of the services.

☒ **1.04 Time is of the Essence.** The Contractor must complete all the services described in the Scope of Services by the following dates: 4 months from final contract execution date.

OR

☐ **1.04 Term.** The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

1.05 Executed Contract. The “Notice to Proceed” will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

**ARTICLE II
CHANGE ORDERS**

2.01 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

Contract No. 25300358
General Service Contract
The Personal Computer Store, Inc. dba Avinext
Form 04-12-2023

- (a) **City Manager Approval.** When the original Contract amount plus all change orders is \$100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and
- (b) **City Council Approval.** When the original contract amount plus all change orders is greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000. For such contracts, when a change order exceeds \$50,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount.
- (c) **Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services and an increase in the amount named in Article II of this Contract shall be made and approved by the City prior to the Contractor providing such services or the right to payment for such additional services shall be waived.
- (d) **Dispute.** If there is a dispute between the Contractor and the City respecting any service provided or to be provided hereunder by the Contractor, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Contractor agrees to continue providing on a timely basis all services to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.01 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. 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. This Contract does not create a joint venture.

3.02 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV INSURANCE

4.01 The Contractor shall procure and maintain, at its sole cost and expense for the duration of this Contract, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its officers, agents, volunteers, and employees.

4.02 The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are as set forth below. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit C**.

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

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

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

4.04 General Requirements Applicable to All Policies. The following General requirements applicable to all policies:

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.
- (b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Contract; shall be attached to this Contract as Exhibit C; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Contract. 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.

4.05 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.

4.06 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.

4.07 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 V INDEMNIFICATION AND RELEASE

5.01 Indemnification. The Contractor 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 the Contractor's negligence in the work or services 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 (or any other party indemnified hereunder) in relation to the hiring of Contractor. 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.

5.02 Release. The Contractor assumes full responsibility for the work to be performed 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, or arising out of the Contractor's negligence in the 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, or the Contractor. There shall be no additional release provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VI GENERAL TERMS

6.01 Performance. Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

6.02 Termination. Either Party may terminate the Project and this Contract, at any time, for any reason or no reason, upon at least thirty (30) days advance, written notice given to the other Party. In the event of such termination (which shall be effective 30 days after such written notice), the

Contractor shall cease work immediately and the City shall pay Contractor for the work or services performed and expenses incurred before the effective date of termination.

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

6.04 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

6.05 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

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

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

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

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

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

Contractor and City agree and understand that City is a political subdivision of the State of Texas, and as such is subject to certain laws that may conflict with some or all of the documents provided by Contractor as presented and/or as modified, including exhibits hereto. In such event, the applicable law shall apply and the terms of this document shall prevail and not any exhibits provided by Contractor. In the event of a conflict between the terms and conditions of this Agreement with

one or more of the terms and conditions of the exhibits hereto, the provisions of this Agreement and not the conflicting exhibit shall prevail. It is expressly understood and agreed that no other consideration is being provided by City to Contractor other than the monetary amount referenced elsewhere in this Agreement in conjunction with any schedules attached hereto; that there shall be no waivers of immunity, no limitations of remedies, and no modifications of the terms of the Contract other than as allowed in the section setting forth how this Agreement may be modified or otherwise amended or changed.

6.11 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

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

6.13 Notice. Any official notice under this Contract will be sent to the following addresses:

City of College Station

Attn: Iroshi Price

PO BOX 9960

1101 Texas Ave

College Station, TX 77842

iprice@cstx.gov

The Personal Computer Store, Inc.

dba Avinext

Attn: John Crockett

1400 University Drive East

College Station, TX 77840

crockett@Avinext.com

6.14 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

6.15 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

6.16 Exhibits. All exhibits to this Contract are incorporated and made part of this Contract for all purposes.

6.17 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. Scope of Services
- B. Payment Schedule
- C. Certificates of Insurance

**THE PERSONAL COMPUTER STORE,
INC. dba AVINEXT**

By: John Crockett

Printed Name: John Crockett

Title: Chief operating officer

Date: 2/21/2025

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
SCOPE OF SERVICES

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

See attached proposal...



AV SAVVY. NETWORK SMART.

The Personal Computer Store, Inc.
1400 University Drive East - College Station, TX 77840
Phone 979-846-9727 Fax 979-268-1017
www.Avinext.com

Quotation

Quote #	Date
209044-C	02/07/25
Sales Rep	
Jonathan Reed 979-595-2798 Ext. reed@avinext.com	

For	Phones			
Iroshi Price City of College Station P.O. Box 9973, 1101 Texas Ave College Station, TX 77842 United States				
	PO #	Terms	Ship Date	Ship Via
		Net 30 days	2/14/2025	Will Call STD

	Part	Description	Qty	List Price	Price	Ext. Price
1	COMTIPS7	TIPS Contract 210101 Technology Solutions, Products and Services	1	\$0.00	\$0.00	\$0.00
2		Labor for Access Control Conversion	1	\$112,220.00	\$112,220.00	\$112,220.00
3	SER100014	(150) Avinext Project Manager	150	\$125.00	\$125.00	\$18,750.00
4	SER100050	(674) Avinext Security Technician	674	\$95.00	\$95.00	\$64,030.00
5	SER100080	(80) Avinext Lead A/V Programmer	80	\$160.00	\$160.00	\$12,800.00
6	SER10009	(104) Avinext Lead A/V Designer	104	\$160.00	\$160.00	\$16,640.00
7		Parts for Access Control Conversion	1	\$265,927.01	\$239,226.71	\$239,226.71
8	SPACER5	(70) Altronix SPACER5 5/8" (15.9mm) Snap-On Nylon Spacer, Standoff for Mounting Circuit Boards in Enclosures and Backplanes, 32-Pack	70	\$12.50	\$9.38	\$656.60
9	AC-MER-CON-MR16IN	(4) Avigilon AC-MER-CON-MR16IN 16 Zone Input Monitor Module with 2 relays (Mercury Part Number: MR16in-S3)	4	\$1,339.08	\$1,205.17	\$4,820.68
10	AC-MER-CON-MR50	(85) Avigilon AC-MER-CON-MR50 Series 3 Single Reader Interface Module: mag or wiegand; 2 inputs; 2 relays (Mercury Part Number: MR50-S3)	85	\$459.71	\$413.74	\$35,167.90
11	AC-MER-CON-MR52-S3B	(107) Avigilon AC-MER-CON-MR52-S3B HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface; 2-Reader Interface Module - (2 reader: mag; wiegand; 4 reader OSDP; 8 inputs; 6 relays) (Mercury MR52-S3B)	107	\$880.89	\$792.80	\$84,829.60
12	AC-MER-CONT-LP1502	(24) Avigilon AC-MER-CONT-LP1502 Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)	24	\$1,600.83	\$1,440.75	\$34,578.00
13	AC-SW-16R-VM-6-P	(2) Avigilon AC-SW-16R-VM-6-P Access Control Manager Virtual 6 - Web-Based PACS Virtual for 16 Readers - includes: embedded 64 bit Linux OS & Open LDAP for configuration database Access Control Manager Security Management Software 16 Reader Count Software License One (1) ACM Verify ACC Video Integration Five (5) partitions Identities CSV export; recurring; one-time; long & short format Total reader capacity can be expanded from 16 to 2048 readers; in increments of 16; with the purchase of the desired quantity of	2	\$3,000.00	\$2,700.00	\$5,400.00

	Part	Description	Qty	List Price	Price	Ext. Price
		AC-SW-LIC-16RCU-6-P; 16 Reader Count Software Licenses Supports up to 512 controllers 500K identities and 150M stored events and Fifty (50) simultaneous operators (via browser) VMware software is required and not included				
14	AC-SW-LIC-16RCU-6-P	(40) Avigilon AC-SW-LIC-16RCU-6-P Additional 16 Doors Expansion Software Licenses for Avigilon Access Control Manager Professional; Enterprise; Enterprise Plus & Virtual	40	\$1,180.00	\$1,062.00	\$42,480.00
15	AC-SW-LIC-BDGE-6-P	(2) Avigilon AC-SW-LIC-BDGE-6-P Badging Software Licenses for Avigilon Access Control Manager Professional; Enterprise; Enterprise Plus & Virtual	2	\$909.14	\$818.23	\$1,636.46
16	AC-SW-LIC-LDAP-6-P	(2) Avigilon AC-SW-LIC-LDAP-6-P Access Control Manager 6 LDAP Directory Connectivity Software License (required for integration with Microsoft Active Directory or other directory products)(per appliance)	2	\$2,728.50	\$2,455.65	\$4,911.30
17	2.0C-H6A-D1-IR	(2) Avigilon 2MP H6A Indoor IR Dome Camera with 2.8-12mm Lens	2	\$1,002.73	\$902.46	\$1,804.92
18	DS160	(2) Bosch DS160 Series High Performance Request-to-exit	2	\$114.00	\$102.60	\$205.20
19	9400-630	(2) HES Door Electric Strike, Universal, 12/24 VDC,	2	\$580.00	\$435.00	\$870.00
20	AC-HID-READER-SIG NO-40NKS-00-000000	(2) Avigilon GLOBAL SIGNO40 WALL MOUNT	2	\$389.46	\$350.51	\$701.02
21	180-12-G	(2) GRI 3/4" STUBBY STEEL DR CONTACT	2	\$5.24	\$5.24	\$10.48
22	HDWMOUNT	Mounting Hardware for Project	1	\$3,335.45	\$3,335.45	\$3,335.45
23	HDWMOUNT	(15) Mounting Hardware for Each Building Conversion	15	\$620.00	\$620.00	\$9,300.00
24	24-1P-P485-WHT	(10) LWC 24-1P-P485-WHT DMX CBL 24/1P DBLSH CMP WHT	10	\$983.76	\$787.01	\$7,870.10
25	24-4P-P-L6-EN-BLK	(1100) LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	1100	\$0.74	\$0.59	\$649.00
26		Optional 3 Year Parts and Labor Warranty for Access Control Conversion	1	\$21,086.00	\$21,086.00	\$21,086.00
27	WARO3	3 Year On-Site Warranty	1	\$21,086.00	\$21,086.00	\$21,086.00

SubTotal	\$372,532.71
Sales Tax	\$0.00
Shipping	\$0.00
Total	\$372,532.71

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL SERVICES TO BE BILLED AT PUBLISHED RATES

Avinext

YOUR TECHNOLOGY SOLUTIONS COMPANY

IT - Security - AV



Proposal

Avigilon Access Control Conversion City of College Station

1101 Texas Avenue
College Station, TX 77840

Presented to: **Iroshi Price**

Presented by: **Jonathan Reed**
On 2/7/2025

Executive Summary

This project involves the comprehensive conversion of access control systems from Siemens to Avigilon across multiple buildings within the city. The primary objective is to enhance security, streamline operations, and ensure a seamless transition with minimal disruption to daily activities.

Key Activities:

- Assessment of current Siemens access control systems.
- Design and planning for the Avigilon system integration.
- Installation and configuration of Avigilon hardware and software.
- Testing and validation to ensure system functionality.
- Training for security personnel and end-users.

Benefits:

- **Enhanced Security:** Avigilon's advanced features, such as AI-powered analytics and remote monitoring, will significantly improve security measures.
- **Operational Efficiency:** The new system will streamline access management by integrating with the video management system, reducing administrative overhead and improving response times.
- **Scalability:** Avigilon's flexible architecture allows for easy expansion and integration with other security systems in the future.

Stakeholders:

- **Project Management Team:** Responsible for overseeing the project, ensuring timelines and budgets are met.
- **IT and Security Teams:** Collaborate on system integration, testing, and training.
- **Building Occupants:** Will benefit from improved security and streamlined access processes.

Conclusion: The transition from Siemens to Avigilon access control systems represents a strategic investment in the city's security infrastructure. By leveraging Avigilon's cutting-edge technology, we aim to provide a safer, more efficient environment for all building occupants.

Your Technology and Managed Service Solution

With Avinext on your side, you receive the same knowledge, level of expertise, and impeccable service you might experience with providers from larger cities but with the friendliness of home—and all with faster response times.

Our Difference

PEOPLE

Our experienced and courteous Avinext professionals always put the customer first and become a vital part of your team. If you are not completely satisfied with our solutions, we WILL make it right!

EXPERTISE

For more than 35 years, our highly trained staff has provided unmatched technology expertise, striving to stay ahead of innovation so our customers always have access to the latest and greatest solutions.

APPROACH

We clearly communicate every solution we recommend, but only after we take the time to fully understand your business. We won't use any confusing jargon or hard-sell tactics, so you can be sure your service meets your specific needs.

Our Proven Process



COMPLIMENTARY CONSULTATION

Avinext learns more about your specific business, your challenges, and your objectives.



ASSESSMENT

Our experts conduct a comprehensive assessment to identify needs and opportunities.



PROPOSAL

Our proposal includes cost estimates, scope of work, and course of action.



EXECUTION

Implementation of the agreed upon plan.



ONGOING SUPPORT

We continue to care for and nurture your solution to minimize downtime and keep your business running at peak performance.

Repeat!

Why Us

OUR SOLUTIONS

Avinext solutions are tailored to your specific needs, whether you need a short-term audio-visual, security, or IT networking and infrastructure project or long-term managed services, we have the right solution for you.



IT

First class technology services with multiple options to remotely monitor IT infrastructure and end-user systems on a proactive basis.



SECURITY

Stay at the forefront of technology innovation with world-class security for equipment, for customized video, and access control management.



AV

Truly connect, whether reaching 1,000 people or one-on-one. Avinext provides AV solutions for a wide range of audiences and environments.

Scope of Work

City of College Station- Access Control Conversion

The project involves the conversion and upgrade of access control systems across multiple buildings. In total, we will be converting 324 doors, including monitored doors, duress buttons, and lockdown keypads. All existing cabling, door hardware, controller enclosures and power supplies to be reused except as noted.

It is expected that the initial programming of the Avigilon system will take two weeks, and we request that the owner's system admin be available for the duration of programming.

Any door upgrades required to bring the system up to code or recommended repairs to nonfunctioning equipment will be brought to the owner's attention and may be addressed and billed on a separate service ticket.

Buildings to be converted:

City Hall

- Avinext will convert 75 doors including 1 monitored door, 6 duress buttons, and 1 lockdown keypad.

ECO Development Building

- Avinext will convert 13 doors and door position switches on 15 doors. Additionally, 1 lockdown button and 1 duress button will be converted.

Fire Station 6

- Avinext will convert 9 doors to Avigilon system.

College Station Police Department

- Avinext will convert 45 doors with localized door controllers. Avinext will reuse the existing controller enclosures and cabling will be replaced and updated using a 3-wire topology to accommodate the new Avigilon communication format. 2 Cameras will be installed as part of this project.

College Station Police Department - Annex

- Avinext will convert 9 doors. Avinext will reuse the existing controller enclosure and cabling will be replaced and updated using a 3-wire topology to accommodate the new Avigilon communication format.

Utilities - UCS

- Avinext will convert 16 hardwired doors (excluding 3 existing wireless locks that do not currently work). Avinext will reuse the existing controller enclosure and use existing cabling that runs to the IDF.

Municipal Court

- Avinext will convert 33 doors. Avinext will reuse the existing controller enclosure and use existing cabling that runs to the IDF.

College Station Facilities Maintenance Building

- Avinext will convert 9 doors. Avinext will reuse the existing controller enclosure and use existing cabling that runs to the IDF.

PWS Main

- Avinext will convert 42 doors, including vehicle gates across two buildings (Main and Warehouse). Avinext will reuse the existing controller enclosures and cabling will be replaced using a 3-wire topology to accommodate the new Avigilon communication format.

DRPS

- Avinext will convert 12 doors and 2 read-in/out gates across two separate buildings. Avinext will reuse the existing controller enclosure and use existing cabling that runs to the IDF.

Carter Creek Wastewater

- Avinext will convert 32 doors and 6 vehicle/man gates. Avinext will reuse the existing controller enclosure and use existing cabling that runs to the IDF.

Lick Creek Wastewater Treatment

- Avinext will convert 12 doors and 1 read-in/out vehicle gate. Avinext will reuse the existing controller enclosure and use existing cabling that runs to the IDF.

GPWT, PPEST, and Sandy Point (Water Towers)

- Avinext will convert vehicle gates with read in/out and two doors at GPWT and PPEST and convert 1 read-in/out vehicle gate at Sandy Point. Avinext will reuse the existing controller enclosure and use existing cabling that runs to the IDF.

Avinext Responsibilities

- Avinext will be responsible for the basic programming of doors related to the new access control systems, ensuring that all doors, buttons, and keypads are fully integrated and functional.
- Avinext will document the current state of the access control systems, including as-built documentation that reflects the existing infrastructure and components before any conversions take place.
- Following the completion of each conversion, Avinext will provide updated designs that accurately reflect the new configurations and system integrations. Record Drawings.
- Avinext will conduct thorough testing and verification of the newly installed systems to ensure that they meet the required operational standards and function as intended.
- Avinext will coordinate with the City of College Station to minimize disruptions and ensure smooth execution of the project, addressing any concerns or requirements that may arise during the work.

City of College Station Responsibilities

- The City of College Station will provide Avinext with unrestricted access to all relevant areas or provide escort as needed.
- The City of College Station to provide a badge with access to all door readers on the current access control system for testing purposes.
- The City of College Station will coordinate with Avinext for any required shutdowns, security protocols, or access requirements that may impact the project timeline.
- The City of College Station will provide Avinext with up-to-date floor plans, infrastructure diagrams, and any relevant documentation related to the existing access control systems.
- The City of College Station will import all user credentials into the new Avigilon system and will be responsible for configuring door groups and personnel access levels. Avinext will not be responsible for any programming that would expose us to HR databases. Avinext will assist as needed with the programming of any rules and events as needed.
- The City of College Station will be responsible for all network configuration of the control panels
- The City of College Station will be responsible for configuration and stand up of virtual Avigilon server and failover server to include LDAP integration. Avinext will be available to assist.
- The City of College Station understands that some buildings may take several days to convert and securing overnight with mechanical keylock may be necessary during conversion.

Assumptions

- It is assumed that the existing controller enclosures, power supplies, and cabling are in usable condition and will not require significant modifications or replacements unless otherwise noted.
- All equipment removed from sites will be turned into The City of College Station at the end of each building conversion.

Budget

QTY	Description	UNIT Price	Total Price
1	TIPS Contract 210101 Technology Solutions, Products and Services	\$0.00	\$0.00
1	Labor for Access Control Conversion	\$112,220.00	\$112,220.00
	Avinext Project Manager	\$125.00	\$18,750.00
	Avinext Security Technician	\$95.00	\$64,030.00
	Avinext Lead A/V Programmer	\$160.00	\$12,800.00
	Avinext Lead A/V Designer	\$160.00	\$16,640.00
1	Parts for Access Control Conversion	\$239,226.71	\$239,226.71
	Altronix SPACER5 5/8" (15.9mm) Snap-On Nylon Spacer, Standoff for Mounting Circuit Boards in Enclosures and Backplanes, 32-Pack	\$9.38	\$656.60
	Avigilon AC-MER-CON-MR16IN 16 Zone Input Monitor Module with 2 relays (Mercury Part Number: MR16in-S3)	\$1,205.17	\$4,820.68
	Avigilon AC-MER-CON-MR50 Series 3 Single Reader Interface Module: mag or wiegand; 2 inputs; 2 relays (Mercury Part Number: MR50-S3)	\$413.74	\$35,167.90
	Avigilon AC-MER-CON-MR52-S3B HID® Mercury™ MR52-S3B Controller Serial I/O Dual Card Reader Interface; 2-Reader Interface Module - (2 reader: mag; wiegand; 4 reader OSDP; 8 inputs; 6 relays) (Mercury MR52-S3B)	\$792.80	\$84,829.60
	Avigilon AC-MER-CONT-LP1502 Intelligent Controller; Linux Based with 2 doors; 8 inputs and 4 outputs; expandable up to 64 doors. (Mercury Part #: LP1502)	\$1,440.75	\$34,578.00

Avigilon AC-SW-16R-VM-6-P Access Control Manager Virtual 6 - Web-Based PACS Virtual for 16 Readers - includes: embedded 64 bit Linux OS & Open LDAP for configuration database Access Control Manager Security Management Software 16 Reader Count Software License One (1) ACM Verify ACC Video Integration Five (5) partitions Identities CSV export; recurring; one-time; long & short format Total reader capacity can be expanded from 16 to 2048 readers; in increments of 16; with the purchase of the desired quantity of AC-SW-LIC-16RCU-6-P; 16 Reader Count Software Licenses Supports up to 512 controllers 500K identities and 150M stored events and Fifty (50) simultaneous operators (via browser) VMware software is required and not included	\$2,700.00	\$5,400.00
Avigilon AC-SW-LIC-16RCU-6-P Additional 16 Doors Expansion Software Licenses for Avigilon Access Control Manager Professional; Enterprise; Enterprise Plus & Virtual	\$1,062.00	\$42,480.00
Avigilon AC-SW-LIC-BDGE-6-P Badging Software Licenses for Avigilon Access Control Manager Professional; Enterprise; Enterprise Plus & Virtual	\$818.23	\$1,636.46
Avigilon AC-SW-LIC-LDAP-6-P Access Control Manager 6 LDAP Directory Connectivity Software License (required for integration with Microsoft Active Directory or other directory products)(per appliance)	\$2,455.65	\$4,911.30
Avigilon 2MP H6A Indoor IR Dome Camera with 2.8-12mm Lens	\$902.46	\$1,804.92
Bosch DS160 Series High Performance Request-to-exit	\$102.60	\$205.20
HES Door Electric Strike, Universal, 12/24 VDC,	\$435.00	\$870.00
Avigilon GLOBAL SIGNO40 WALL MOUNT	\$350.51	\$701.02
GRI 3/4" STUBBY STEEL DR CONTACT	\$5.24	\$10.48
Mounting Hardware for Project	\$3,335.45	\$3,335.45
Mounting Hardware for Each Building Conversion	\$620.00	\$9,300.00
LWC 24-1P-P485-WHT DMX CBL 24/1P DBLSH CMP WHT	\$787.01	\$7,870.10

	LWC 24-4P-P-L6-EN-BLK CAT6 550 23/4P UTP CMP BLACK	\$0.59	\$649.00
1	Optional 3 Year Parts and Labor Warranty for Access Control Conversion	\$21,086.00	\$21,086.00
	3 Year On-Site Warranty	\$21,086.00	\$21,086.00
SubTotal			\$372,532.71
Sales Tax			\$0.00
Total			\$372,532.71

Avinext Limited Installation Warranty

Avinext warrants labor for 30 days starting at substantial completion unless stated otherwise on the original invoice or Statement of Work. This warranty covers all equipment sold and installed by Avinext as part of the original installation. The limited warranty covers parts, labor, and standard shipping required to return the system to proper working condition. Extended warranty may be purchased and will be indicated on the original invoice or Statement of Work if applicable.



THE LIMITED WARRANTY COVERS THE FOLLOWING

- Improper workmanship directly associated with the installation of equipment by Avinext personnel
- Premature failure of equipment due to normal operation (as determined by Avinext and/or the manufacturer)

THE LIMITED WARRANTY DOES NOT COVER THE FOLLOWING

- | | |
|---|---|
| Consumable items such as batteries | Service required as a result of negligence, misuse, or attempted repairs by anyone other than Avinext or the manufacturer |
| Ground loop problems caused by faulty or dirty power | Connections or dis-connections made by others |
| Routine maintenance as recommended by the manufacturer or as conditions require | Removal or reinstallation of equipment |
| Programming changes | Damage caused by lightning, electrical surges, brownouts, overloaded circuits, or acts of God |
| Firmware or software updates made available by the manufacturer after the original installation | |
| Requests for service due to operator error | |

The warranty statement above describes the Avinext Limited Installation Warranty and begins at substantial completion. However, this warranty does not change or modify the manufacturer's warranty in any way. Consult the owner's manual for details about the manufacturer's limited warranty.

For incidents where warranty status can only be determined by a service visit, Avinext will send a technician onsite to diagnose the problem.

If the problem is determined to be a non-warranty issue, Avinext will inform client of warranty status, seek authorization to proceed on billable work, and the customer will be responsible for paying for the initial service event to diagnose the problem regardless of whether they chose to repair the system. Avinext will require written authorization (and a PO if applicable) to complete the service work for problems deemed non-warranty. Standard service and travel rates apply. Avinext will make a best effort to restore system functionality as quickly as possible.

OWNER FURNISHED EQUIPMENT

If owner is providing equipment (racks, furniture, electronics, etc.) to Avinext for installation, owner agrees to have equipment delivered to site or other agreed upon location in advance of commencement of work.

Failure to provide equipment in a timely manner may result in delays to the project schedule and completion.

WORKSITE RESPONSIBILITIES

Provide access to the work site during agreed upon times for work to be performed Monday thru Friday from 8am to 5pm.

Ensure that during agreed upon work times, client shall provide keys, ID badges, security clearance, parking, and access to loading docks as may be required by Avinext.

Client understands that if work is stopped at their request that it may result in changes to project schedule or result in rescheduling of the project.

Client shall inform Avinext of any work areas where it has knowledge or reason to believe that facility may have hazardous materials such as Asbestos, Lead, or PCB's.

ELECTRICAL, DATA, FIRE ALARM AND TELECOM PROVISIONS

Client acknowledges that Avinext is not a certified electrician and will not provide any electrical wiring and/or connections. All power connections will be the responsibility of owner unless otherwise specified in the scope of work. It is recommended to have security controllers directly wired to a circuit with battery backup.

Client also agrees to provide necessary Data, CATV, and/or Telecom connections required to connect to equipment as necessary, including switch ports and POE capacity.

Client is responsible for coordination with customer's Fire Alarm vendor for any code required system integration to fire alarm system and to have Fire Alarm vendor present for any required AHJ inspections.

Client is responsible for any required programming of client's existing phone system to integrate with Avinext installed systems.

PROJECT MANAGEMENT PROCESS

Changes are a common occurrence in any project. However, if not managed properly changes can create problems for both the client and Avinext. Common problems caused by changes are project delays, unanticipated cost increases, prolonged construction in work areas, reduced testing and training opportunities, etc.

Unless specifically defined in the Statement of Work, it is agreed that e-mail will serve as the preferred method for all communication relating to this project.

Client agrees to involve necessary personnel from their organization in the planning phases to ensure that sufficient input is gathered up front and incorporated into a final design.

Prior to acceptance of the scope of work, owner will identify a project manager to be a liaison between Avinext and owner's organization.

Client agrees that it is in everyone's best interest if communication between the parties is channeled through the designated Avinext project manager to avoid miscommunications between client, owner, and contractor.

Any changes requested by client shall be communicated via a written change order request by e-mail and said changes are not considered to be accepted until the designated Avinext contact has responded in writing, and any price changes or changes to the scope of work have been signed by both parties.

Client agrees that Avinext installation personnel will NOT be asked to change or modify the project while they are working onsite. Avinext installation personnel are NOT authorized to implement changes and have specifically been instructed not to do so.

How to Get Service

CONTACT

Service Department

(979) 846-9727, option 1

Ticket@Avinext.com

Service Request

Please include the following information in your service request to expedite the processing of service:

- 1. PRIMARY CONTACT**
name, number and email
- 2. EQUIPMENT MODEL**
and serial number
- 3. ORGANIZATION**
or department name
- 4. DETAILED PROBLEM DESCRIPTION**
including what you were doing when the issue occurred
- 5. ROOM AVAILABILITY**
and contact for the facilities coordinator to expedite scheduling and ensure access to the equipment
- 6. LOCATION**
including building/room number and/or physical address



EXHIBIT B
PAYMENT SCHEDULE

- ☐ The Contractor must submit *monthly* invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

-OR-

- ☒ Payment is a fixed fee in the amount named in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule named below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

See attached proposal...

EXHIBIT C
CERTIFICATES OF INSURANCE

Contract No. 25300358
General Service Contract
The Personal Computer Store, Inc. dba Avinext
Form 04-12-2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/18/2025

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 ANCO Insurance PO Box 3889 Bryan TX 77805	CONTACT NAME: Dottie Vandagriff PHONE (A/C, No, Ext): 979-774-6277 E-MAIL ADDRESS: vandagriff@anco.com FAX (A/C, No): 979-774-5372
INSURED The Personal Computer Store, Inc. dba Avinext 1400 University Drive East College Station TX 77840-2335	PERSCOM-02 INSURER(S) AFFORDING COVERAGE INSURER A: The Travelers Indemnity Compan INSURER B: Travelers Property Casualty Co INSURER C: The Travelers Indemnity Compan INSURER D: INSURER E: INSURER F:
	NAIC # 25658 36161 25666

COVERAGES**CERTIFICATE NUMBER:** 594113149**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:			ZLP41M7047725I5G	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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			BA1L88862025I5G	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP3L86690025I5	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB0J58158A25I5G	1/1/2025	1/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liability			ZPL21N8489925I5G	1/1/2025	1/1/2026	Cyber Liability \$ 1,000,000

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

Project: Avigilon Access Control Conversion
General Liability Coverage Form CGT1000219 Xtend Endorsement for Technology Form CGD4170219 Business Auto Extension Endorsement Form CAT3530215 Texas Waiver of Our Right to Recover from Others Endorsement Form WC420304(B)-001 Designated Person or Organization-Notice of Cancellation Provided by Us 30 Day Form ILT4050519 Earlier Notice of Cancellation/Nonrenewal Provided by Us-Texas Form CAF0850215 Earlier Notice of Cancellation or Nonrenewal by Us Endorsement Form WC9906Q1(00)
Designated Insured for Covered Autos Liability Coverage-Primary and Non-Contributory with Other Insurance Form CAT4420216

CERTIFICATE HOLDER**CANCELLATION**

City of College Station
Attn: Risk Management
P. O. Box 9960
College Station TX 77842

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:
BUSINESS AUTO COVERAGE FORM

SCHEDULE OF ADDITIONAL INSURED PERSONS OR ORGANIZATIONS

CITY OF COLLEGE STATION ATTN: RISK
MANAGEMENT P. O. BOX 9960 COLLEGE
STATION, TX 77842

PROVISIONS

1. The following is added to Paragraph c. in A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

This includes any person or organization designated in the Schedule Of Additional Insured Persons Or Organizations who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that designated person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph 5., **Other Insurance**, in B., **General Conditions**, of SECTION IV – BUSINESS AUTO CONDITIONS:

Regardless of the provisions of paragraph a. and paragraph d. of this part 5. **Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which the person or organization designated in the Schedule Of Additional Insured Persons Or Organizations is the first named insured when the written contract or agreement between you and that designated person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured. Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;



COMMERCIAL GENERAL LIABILITY

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

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

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative

dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this sub-paragraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or sub-contractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or



COMMERCIAL GENERAL LIABILITY

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) 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

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization 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".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) 50 feet long or less; and

(b) Not being used to carry any person or property for a charge;

(3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(5) "Bodily injury" or "property damage" arising out of:

(a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

(b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any pre-arranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";



COMMERCIAL GENERAL LIABILITY

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) 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, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY**1. Insuring Agreement**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including

publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

- (1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- (2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:



(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- (1) Copyright;
- (2) Patent;
- (3) Trade dress;
- (4) Trade name;
- (5) Trademark;
- (6) Trade secret; or
- (7) Other intellectual property rights or laws.

This exclusion does not apply to:

- (1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- (2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or

violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

- (1) Advertising, "broadcasting" or publishing;
- (2) Designing or determining content of websites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

- (1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- (2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

- (1) 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) Claim or suit by or on behalf of any governmental authority or any other person or organization 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".

o. War

"Personal and advertising injury" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

- (1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the

"personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

- (2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

- (3) Any loss, cost or expense arising out of any:

- (a) 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, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:

- (a) Refusal to employ that person;

- (b) Termination of that person's employment; or

- (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice,



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policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations; provided that:
- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:

(1) Agrees in writing to:

- (a) Cooperate with us in the investigation, settlement or defense of the "suit";
- (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
- (c) Notify any other insurer whose coverage is available to the indemnitee; and
- (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

- (a) Obtain records and other information related to the "suit"; and
- (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I - Coverages - Coverage **A** - Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section I - Coverages - Coverage **B** - Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.



SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

- a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stock-holders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
- you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:

- (1) With respect to liability arising out of the maintenance or use of that property; and
- (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
- 4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to

include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
- 5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
 - a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:



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- a. The limits of insurance provided to such equipment less or will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II - Who Is An Insured.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.

5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

- a. Damages under Coverage A; and
- b. Medical expenses under Coverage C;

because of all "bodily injury" and "property damage" arising out of any one "occurrence".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:
 - a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
 - b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.
7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "occurrence" or offense took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II - Who Is An Insured:

- (1) Notice to us of such "occurrence" or offense must be given as soon as

practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

- (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

- (a) Any individual who is:

- (i) A partner or member of any partnership or joint venture;

- (ii) A manager of any limited liability company;

- (iii) An executive officer or director of any other organization; or

- (iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

- (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.



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However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** - Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** - Limits Of Insurance applies because the Amendment - Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** - Who Is An Insured, except when Paragraph **d.** below applies; or

- (v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph 5. of Section II - Who Is An Insured, except when Paragraph d. below applies.

- (b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

- (b) The total of all deductible and self-insured amounts under all that other insurance.

- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will

contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;



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- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

- b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

- a. Means injury caused by one or more of the following offenses:

- (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
- (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
- (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

3. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

4. "Bodily injury" means:

- a. Physical harm, including sickness or disease, sustained by a person; or

- b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
- 5. "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
- 6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;
 - (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph **a.** above, or in a settlement we agree to.

- 7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software),

hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- 8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 13. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;



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- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

15. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or

- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

16. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1)** Equipment designed primarily for:
 - (a)** Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geo-physical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or
- b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:
 - (1) False arrest, detention or imprisonment;
 - (2) Malicious prosecution;
 - (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
 - (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's

or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

- a. With respect to the first paragraph of the exceptions in Exclusion j. of Section I - Coverage A - Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph 2. of Section I - Coverage A - Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
 - (1) Fire;
 - (2) Explosion;
 - (3) Lightning;
 - (4) Smoke resulting from fire, explosion or lightning; or
 - (5) Water.



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But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

- (1) Rupture, bursting, or operation of pressure relief devices;
- (2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

- (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization, other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <ul style="list-style-type: none"> A. Non-Owned Watercraft - 75 Feet Long Or Less B. Who Is An Insured - Unnamed Subsidiaries C. Who Is An Insured - Employees - Supervisory Positions D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement. G. Blanket Additional Insured - Broad Form Vendors H. Blanket Additional Insured - Controlling Interest | <ul style="list-style-type: none"> I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations L. Medical Payments - Increased Limit M. Blanket Waiver Of Subrogation N. Contractual Liability - Railroads O. Damage To Premises Rented To You |
|--|---|

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion **g., Aircraft, Auto Or Watercraft**, in Paragraph 2. of **SECTION I - COVERAGES - COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

(2) A watercraft you do not own that is:

- (a) 75 feet long or less; and
- (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph 2.e. of **SECTION II - WHO IS AN INSURED**:

- e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a

watercraft that you do not own that is:

- (1) 75 feet long or less; and
- (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II - WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.



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No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED - EMPLOYEES - SUPERVISORY POSITIONS

The following is added to Paragraph 2.a.(1) of SECTION II - WHO IS AN INSURED:

Paragraphs (1)(a), (b) and (c) above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED - NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph 3. of SECTION II - WHO IS AN INSURED:

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only:

- (1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such

organization in writing to us within 180 days after you acquire or form it; or

- (2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

- b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. A limited liability company;
- b. An organization, other than a partnership, joint venture or limited liability company; or
- c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED - LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of SECTION II - WHO IS AN INSURED:

No person or organization is an insured with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section II - Who Is An Insured.

F. BLANKET ADDITIONAL INSURED - PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to SECTION II - WHO IS AN INSURED:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED - BROAD FORM VENDORS

The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

- a. Occurs subsequent to the signing of that contract or agreement; and
- b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

- a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such vendor does not apply to:
 - (1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;
 - (2) Any change in "your products" made by such vendor;

- (3) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts manufacturer, and then repackaged in the original container;

- (4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

- (5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

- (6) "Your products" that, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or on behalf of such vendor.

Coverage under this provision does not apply to:

- a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or
- b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED - CONTROLLING INTEREST

- 1. The following is added to **SECTION II - WHO IS AN INSURED**:

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

- a. Such financial control; or
- b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition



COMMERCIAL GENERAL LIABILITY

operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph 4. of **SECTION II - WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

I. BLANKET ADDITIONAL INSURED - MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
- b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

- a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such person or organization does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or
 - (2) Any "bodily injury", "property damage" or "personal and advertising injury"

arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II - WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED - GOVERNMENTAL ENTITIES - PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II - WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS - INCREASED LIMIT

The following replaces Paragraph 7. of **SECTION III - LIMITS OF INSURANCE:**

- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:
 - a. \$10,000; or
 - b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or

- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY - RAILROADS

- 1. The following replaces Paragraph c. of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;
- 2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

80007 000045 005573 XGEFCF01 24341



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



POLICY NUMBER: UB-0J58158A-25-I5-G

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.

1. ☐ Specific Waiver

☒ 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: \$ **SEE SCHEDULE**

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: **12-05-24**

ST ASSIGN:

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION - NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THE POLICY

SCHEDULE

Cancellation:

Number of Days Notice: 30

Person or organization:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if: 1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and 2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

Address:

The address for that person or organization included in such written request from you to us.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**EARLIER NOTICE OF CANCELLATION/NONRENEWAL
PROVIDED BY US – TEXAS**

This endorsement modifies insurance provided under the following:

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

SCHEDULE

CANCELLATION:

Number of Days Notice: 30

WHEN WE DO NOT RENEW (Nonrenewal):

Number of Days Notice: 30

PROVISIONS:

- A.** For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.
- B.** For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 99 07 20 (00)**

POLICY NUMBER: UB-0J58158A-25-I5-G

**TEXAS EARLIER NOTICE OF CANCELLATION OR NONRENEWAL
ENDORSEMENT**

If we cancel or do not renew this policy, we will mail via certified mail or deliver to you in person written notice stating when such cancellation or nonrenewal is to take effect. Mailing notice to you at your mailing address shown in Item 1 of the Information Page will be sufficient to provide notice. We will mail or deliver that notice:

- a. At least ten days before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for nonpayment of premium; or
- b. At least the number of days shown in the Schedule before the effective date of the cancellation or nonrenewal, if we cancel or do not renew for any other reason.

Notwithstanding the provisions above, in no event will the number of days advance notice for cancellation or nonrenewal be fewer than the number of days required by Texas law.

SCHEDULE

NUMBER OF DAYS 30

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

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

Endorsement Effective

Policy No.

Endorsement No.

Insured

Premium \$

Insurance Company

Countersigned by _____

DATE OF ISSUE: 12-05-24

ST ASSIGN:

Page 1 of 1

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March 13, 2025
Item No. 8.1.
Annual Audit and ACFR

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action relating to receiving the annual audit reports and Annual Comprehensive Financial Report (ACFR) for the fiscal year ended September 30, 2024.

Relationship to Strategic Goals:

Financially Sustainable City

Recommendation(s): Staff recommends that Council accept the 2024 audit reports and Annual Comprehensive Financial Report for FY24.

Summary: The City's Charter and Fiscal and Budgetary Policies, along with state law, require that not less than thirty (30) days prior to the end of each fiscal year, the City Council shall designate a qualified public accountant or accountants who, as of the end of the fiscal year, shall make an independent audit of accounts and other evidences of financial transactions of the City government and shall submit the report to the City Council. Also, the City's budgetary policies require that the auditor jointly review the management letter/audit results with the City Council within 30 days of receipt by the staff.

Mr. John DeBurro of Weaver and Tidwell LLP will present the results of the fiscal year 2024 audit and present, along with staff, the 2024 ACFR. Mr. DeBurro will also be available to answer any questions the City Council may have.

Budget & Financial Summary: The reports provide a summary of the City's financial position as of September 30, 2024.

Attachments:

None

March 13, 2025
Item No. 8.2.
204 Church Avenue – Sidewalk Easement Abandonment

Sponsor: Lucas Harper

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning an 872 square foot, generally 5-foot-wide Sidewalk Easement, said easement crossing Lot 4, Block 9, in the W. C. Boyett Estate Partition, as described by metes and bounds recorded in Volume 4031, Page 341 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

Recommendation(s): Staff recommends approval of the abandonment.

Summary: The sidewalk easement abandonment is being requested by the applicant as a result of a desire to construct a high-rise structure in the area of the existing easement. The proposed layout necessitates relocating the easement adjacent to the northwest property line where a new sidewalk will be located. The originally dedicated easement was not utilized by utilities, as it only provided public access to the sidewalk. A public access easement will be dedicated along the northwest property line to provide access to the newly constructed sidewalk.

The sidewalk easement is located southwest of the intersection of Boyett Street and Church Avenue and extends the length of the Church Avenue frontage of Lot 4, Block 9 of the W. C. Boyett Estate Partition, also known as 204 Church Avenue, generally parallel to and offset from Church Avenue.

Budget & Financial Summary: N/A

Attachments:

1. Abandonment Application
2. Vicinity Map
3. Location Map
4. Abandonment Ordinance

FOR OFFICE USE ONLY

CASE NO.: _____
 DATE SUBMITTED: _____
 TIME: _____
 STAFF: _____

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Abandonment of Public Right-of-Way/Easement Application Fee. (Refer to the Planning and Development Fee Schedule for all applicable fees)
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☒ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☒ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☒ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

the existing sidewalk easement is located at 204 Church Street, College Station, Texas. (Legal Description is Lot 4, Block 9 of the W.C. Boyett Estate Partition)

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Mitchell & Morgan, LLP C/O Kerry Pillow E-mail kerry@mitchellandmorgan.com
 Street Address 3204 Earl Rudder Freeway South
 City College Station State Texas Zip Code 77845
 Phone Number 979-260-6963 Fax Number --

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name Oldham Baccus Investments LLC E-mail clint.oldham@oldhamgoodwi
 Street Address: 2800 South Texas Avenue, Suite 401
 City Bryan State Texas Zip Code 77802
 Phone Number 409.781.7734 Fax Number _____

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

 Manager
 Signature and title

9/18/24
 Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name N/A E-mail N/A

Street Address N/A

City N/A State N/A Zip Code N/A

Reason consent was not obtained: N/A

If objecting, points of objection:

N/A

Name N/A E-mail N/A

Street Address N/A

City N/A State N/A Zip Code N/A

Reason consent was not obtained: N/A

If objecting, points of objection:

N/A

Name N/A E-mail N/A

Street Address N/A

City N/A State N/A Zip Code N/A

Reason consent was not obtained: N/A

If objecting, points of objection:

N/A

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

We are proposing to demolish the existing 5-ft wide sidewalk and will construct a new 10-FT wide sidewalk at the back of curb along Church Street. This abandonment will have no impact on the surrounding public roadways or utilities.

8. That there is no current public need or use for the easement or right-of-way because:

A new public access easement will be granted to cover the new 10-FT wide sidewalk along Church Avenue. Once the existing sidewalk is demolished, there will be no need for this easement in its current location.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

A new public access easement will be granted to cover the new 10-FT wide sidewalk along Church Avenue. Once the existing sidewalk is demolished, there will be no need for this easement in its current location.

10. That all public utilities have access to serve current and future customers because:

As this abandonment is related to only the existing sidewalk, which is being relocated, there will be no impact on the access to surrounding public utilities.

11. Such public right-of-way/easement has been and is being used as follows:

The existing sidewalk easement has been being used as a public access easement covering an existing 5-FT-wide sidewalk.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Clinton B. Oldham

Manager

Signature and title

9/18/24

Date

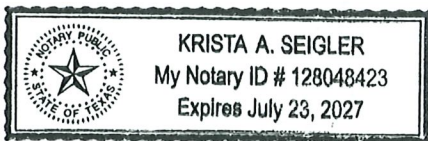
STATE OF TEXAS

§
§
§

ACKNOWLEDGEMENT

COUTY OF BRAZOS

Subscribed and sworn to before me, a Notary Public, this 18 day of September, 2009 by
Clinton B. Oldham



Krista A. Seigler
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 204 Church Street

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

Lot 4, Block 9 of the W.C. Boyett Estate Partition

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, Texas 77845
 (979) 690-3378

5' Permanent Easement
 Lot 4 Block 9
 W.C. Boyett Estate Partition
 College Station, Texas
 22 August 2000

All that certain tract or parcel of land lying and being situated in the J.E. Scott League, Abstract No. 50, in College Station, Brazos County, Texas, being a part of Lot 4 in Block 9 of the W.C. Boyett Estate Partition according to plat of record in Volume 100, Page 440 of the Deed Records of Brazos County, Texas, also being a part of that tract conveyed to Norma Sue Boyett Hendler by deed recorded in Volume 391, Page 226 of the Official Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at the intersection of the southeast line of Church Street and the southwest line of Boyett Street which is the most northerly corner of the said Lot 4.

Thence S 43° 50' 39" E – 17.05 feet along the southwest line of Boyett Street to the most easterly corner of this tract;

Thence S 41° 45' 21" W – 119.75 feet through the said Lot 4, parallel to and seventeen feet (17') from the southeast line of Church Street, at 26.5' pass the most northerly corner of an existing two-story apartment building 0.5' left, to an angle point from which the northwest line of said apartment building is 0.3' left;

Thence S 86° 45' 21" W – 24.04 feet continuing through the said Lot 4 to the southeast line of Church Street;

Thence N 41° 45' 21" E – 7.07 feet along the southeast line of Church Street;

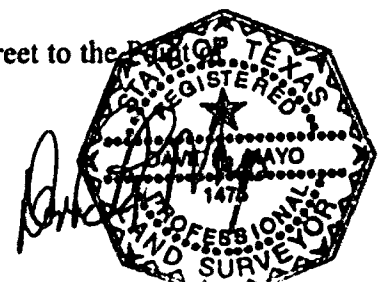
Thence N 86° 45' 21" E – 16.97 feet through the said Lot 4 to an angle point;

Thence N 41° 45' 21" E – 103.98 feet continuing through the said Lot 4, parallel to and twelve feet (12') from the southeast line of Church Street to an angle point;

Thence N 48° 14' 39" W – 12.00 feet continuing through the said Lot 4 to the southeast line of Church Street;

Thence N 41° 45' 21" E – 15.00 along the southeast line of Church Street to the Beginning and containing 872 are feet of land more or less.

EXHIBIT A



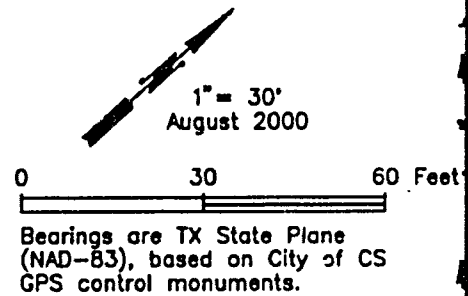
Application for Abandonment of
a Public Right-of-Way/Easement

Location: 204 Church Street

EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.

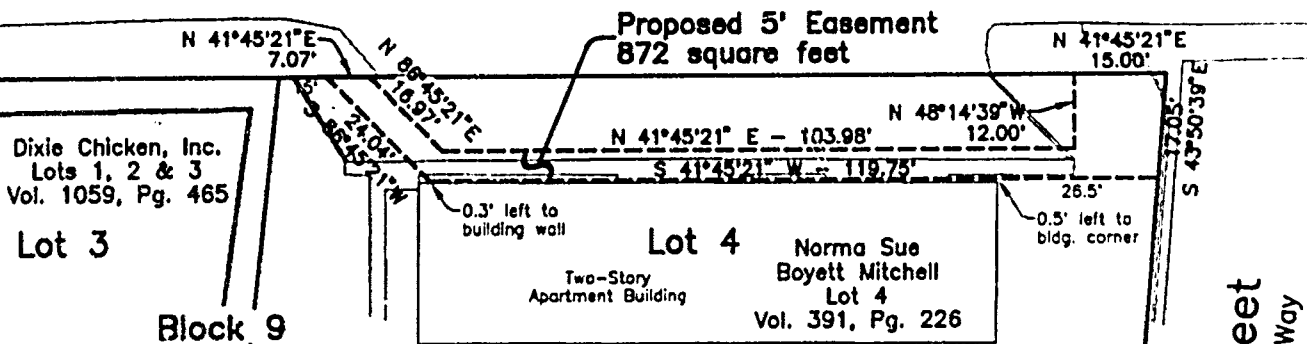
Joe Orr, Inc.
Surveyors & Engineers
2167 Post Oak Circle
College Station, TX 77845
(979) 690-3378



Block 12

Lot 22

Church Street
40' Right-of-Way



W.C. Boyett Estate Partition
Vol. 100, Pg. 440

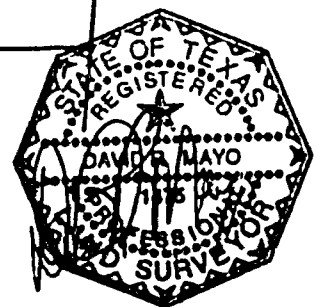
Lot 2

Lot 5

Boyett Street
50'± Right-of-Way

EXHIBIT A

Proposed Permanent Easement
Lot 4, Block 9
W.C. Boyett Estate Partition
College Station, Texas



Application for Abandonment of
a Public Right-of-Way/Easement

Location: 204 Church Street

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

N/A

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

Not a utility
easement.

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 204 Church Street

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

City Engineer
City of College Station

Building Official
City of College Station

Zoning Official
City of College Station

Fire Marshal
City of College Station

Electric Department
City of College Station

Water Services Department
City of College Station

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 204 Church Street

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

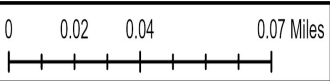
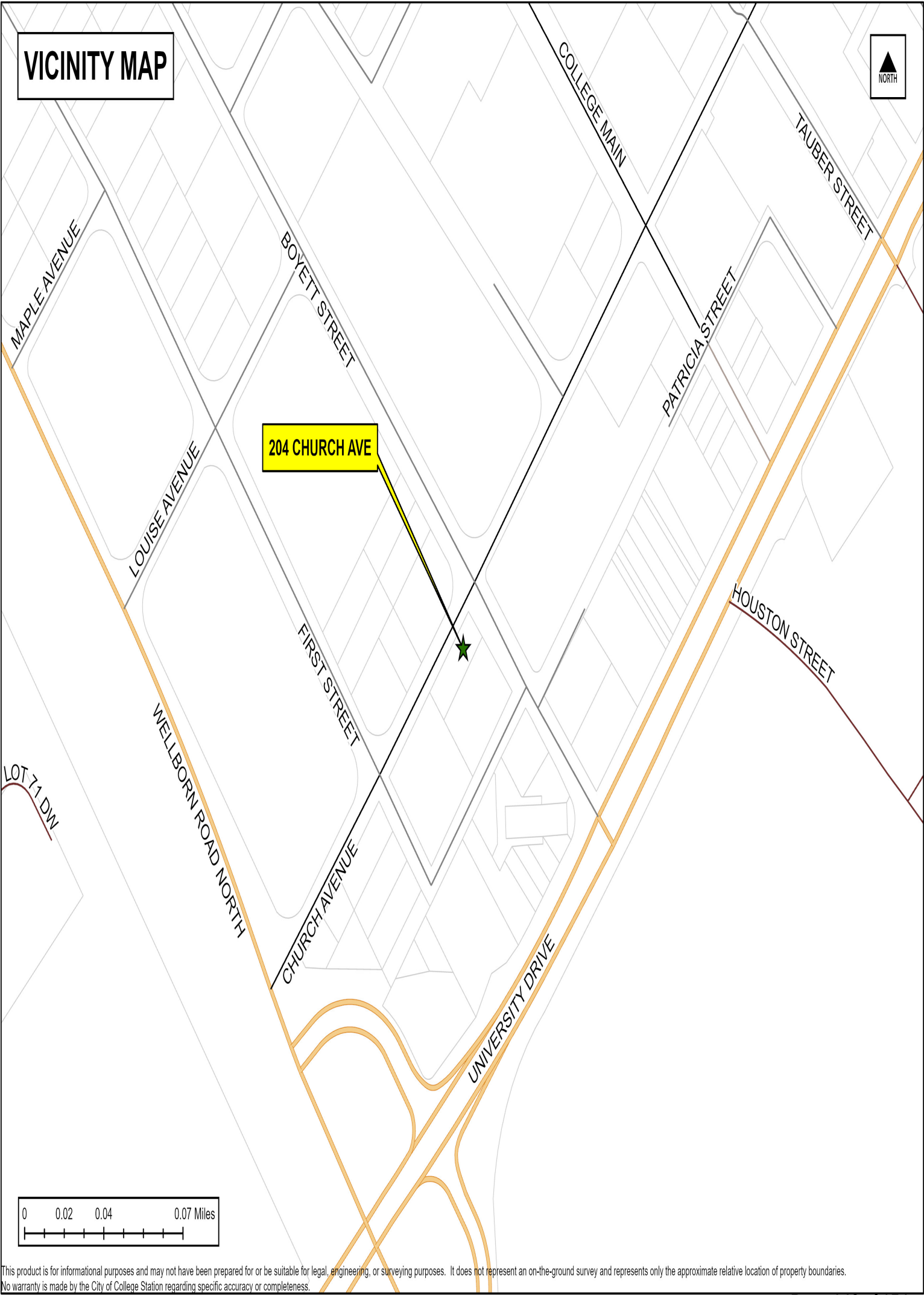
ADDRESS: _____

NAME: _____

ADDRESS: _____

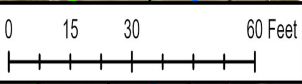
wholly contained
within 204
Church

VICINITY MAP



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. No warranty is made by the City of College Station regarding specific accuracy or completeness.

LOCATION MAP



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING AN 872 SQUARE FOOT SIDEWALK EASEMENT, SAID EASEMENT LYING ALONG LOT 4, BLOCK 9, OF THE W. C. BOYETT ESTATE PARTITION, ACCORDING TO THE INSTRUMENT RECORDED IN VOLUME 4031, PAGE 341 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a generally 5-foot-wide Sidewalk Easement, said Sidewalk Easement lying along Lot 4, Block 9, of the W. C. Boyett Estate Partition, according to the instrument recorded in Volume 4031, Page 341, of the Official Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Sidewalk Easement”); and

WHEREAS, in order for the Sidewalk Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Sidewalk Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Sidewalk Easement will not result in property that does not have access to public roadways or utilities.
2. There is no public need or use for the Sidewalk Easement.
3. There is no anticipated future public need or use for the Sidewalk Easement.
4. Abandonment of the Sidewalk Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Sidewalk Easement as described in **Exhibit “A”** be abandoned and vacated by the City after satisfying all of the conditions described in **Exhibit “B”** attached hereto and made a part of this ordinance for all purposes.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

0734527

Joe Orr, Inc.
Surveyors & Engineers
 2167 Post Oak Circle
 College Station, Texas 77845
 (979) 690-3378

5' Permanent Easement
 Lot 4 Block 9
 W.C. Boyett Estate Partition
 College Station, Texas
 22 August 2000

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Thence S 43° 50' 39" E – 17.05 feet along the southwest line of Boyett Street to the most easterly corner of this tract;

Thence S 41° 45' 21" W – 119.75 feet through the said Lot 4, parallel to and seventeen feet (17') from the southeast line of Church Street, at 26.5' pass the most northerly corner of an existing two-story apartment building 0.5' left, to an angle point from which the northwest line of said apartment building is 0.3' left;

Thence S 86° 45' 21" W – 24.04 feet continuing through the said Lot 4 to the southeast line of Church Street;

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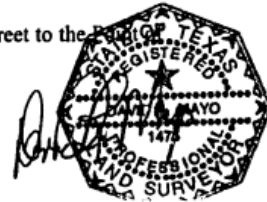
Thence N 86° 45' 21" E – 16.97 feet through the said Lot 4 to an angle point;

Thence N 41° 45' 21" E – 103.98 feet continuing through the said Lot 4, parallel to and twelve feet (12') from the southeast line of Church Street to an angle point;

Thence N 48° 14' 39" W – 12.00 feet continuing through the said Lot 4 to the southeast line of Church Street;

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EXHIBIT A



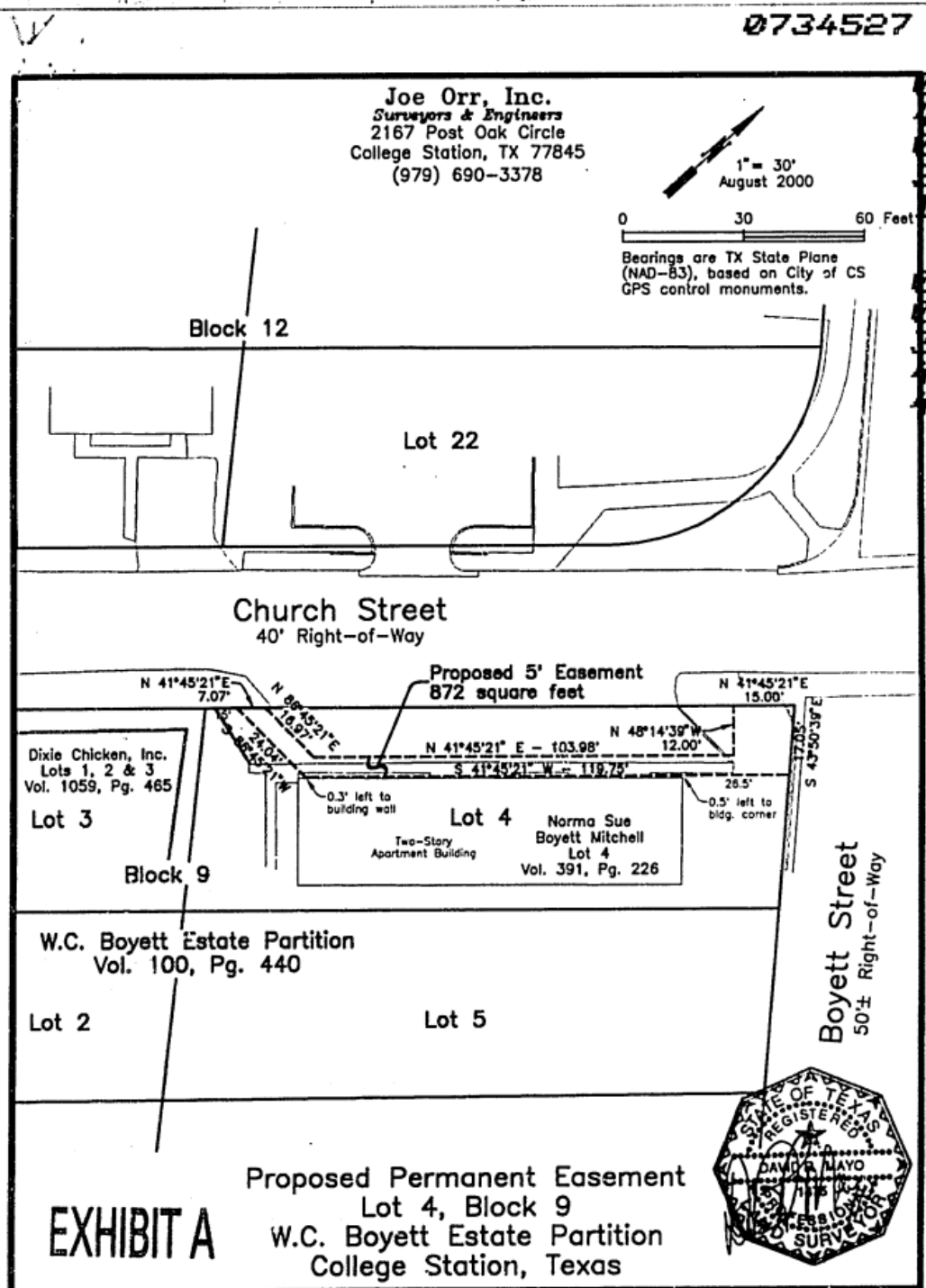
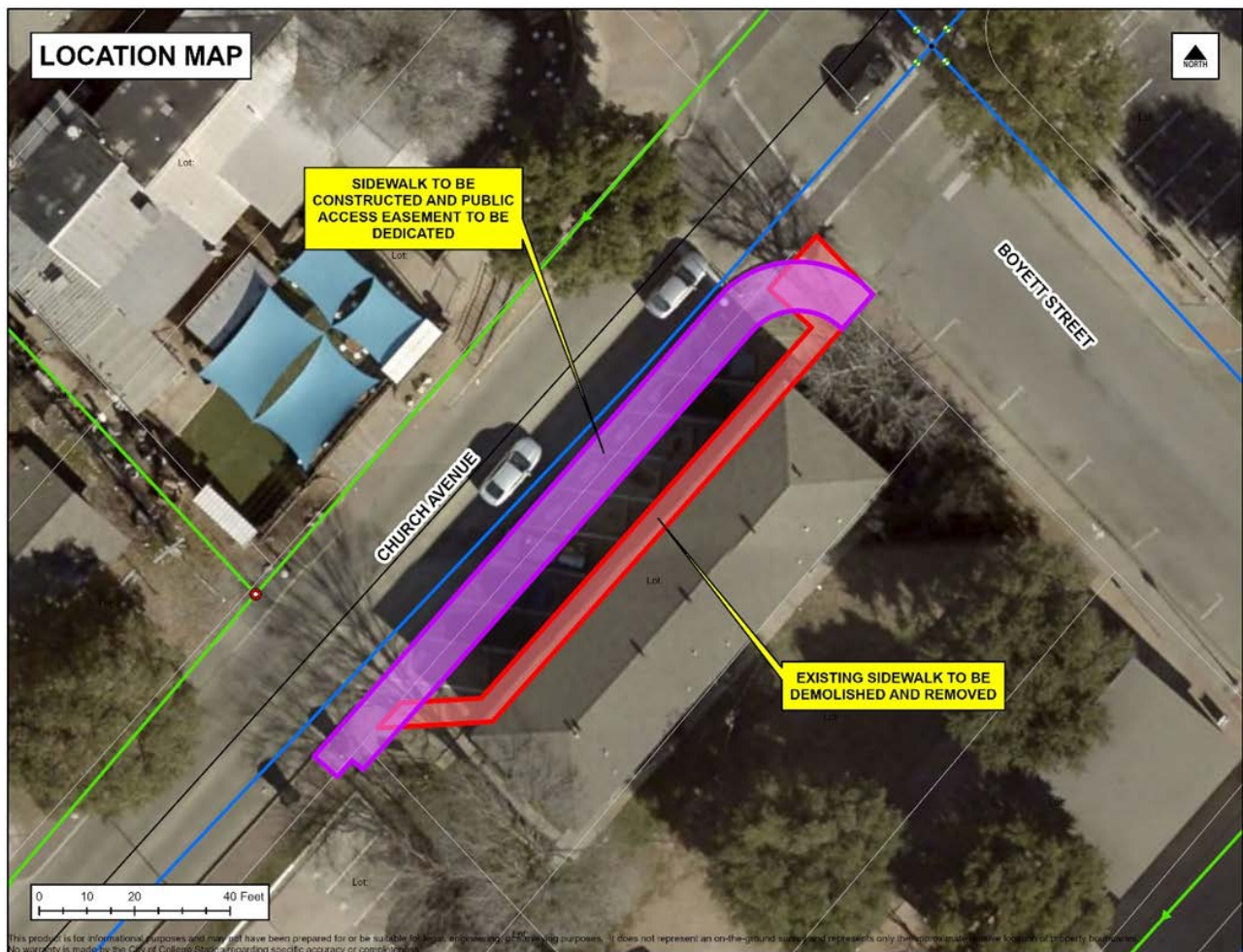


Exhibit B

That all of the following conditions must be satisfied before the abandonment becomes effective:

1. Removal of the existing sidewalk and approved construction of a new sidewalk along the Church Avenue frontage of Lot 4, Block 9 of the W.C. Boyett Estate Partition that meets the criteria outlined in Article 5, Section 5.8.B or as amended, of the City of College Station's Unified Development Ordinance; and
2. Dedication of a Public Access Easement over the public portion of the newly constructed sidewalk located on the Church Avenue frontage of Lot 4, Block 9 of the W.C. Boyett Estate Partition.



March 13, 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 March 14th thru March 27th:

March 14 – 2025 BCS Chamber of Commerce Crawfish Boil

March 17 – Intergovernmental Committee Meeting

March 18 – Northgate Small Area Plan Committee

March 18 – Council Transportation Committee Meeting

March 19 – Exploring History Luncheon “Influence of Local Architecture Firm Caudill Rowlett Scott on Residential Architecture in College Station”

March 19 – Ribbon Cutting - Arts Center of Brazos Valley

March 20 & 21 – TML Midyear Conference in Austin

March 20 – Council Legislative Engagement Committee Meeting

March 20 – Planning & Zoning Commission Meeting

March 24 – Audit Committee Meeting

March 25 – Council Budget and Finance Committee Meeting

March 25 – Neighborhood Seminar Supper - Five Years Forward: A Look at the Comprehensive Plan

March 25 – Food Truck Wednesday - Wolf Pen Creek

March 27 – Chamber Day 2025

March 27 – Business After Hours

March 27 – Council Meeting Day

Budget & Financial Summary: None.

Attachments:

None

March 13, 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: Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, 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, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None