



## College Station, TX

### Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840

Internet: [www.microsoft.com/microsoft-teams/join-a-meeting](https://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#

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April 10, 2025

4:00 PM

City Hall Council Chambers

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

#### 1. Call to Order.

#### 2. Executive Session Agenda.

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

##### 2.1. Consultation with Attorney {Gov't Code Section 551.071};

Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. 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.
- b. 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.
- c. Texas A&M University System v. BVGCD, et al, Cause No. 24-002626-CV-472, in the 472nd District Court, Brazos County.
- d. Legal advice regarding property generally located on the southbound side of Midtown Drive, East of Durham Loop in the Midtown Reserve Subdivision Phase 601.
- e. Legal advice regarding the Texas Open Meetings Act and the Texas Public Information Act.

##### 2.2. Real Estate {Gov't Code Section 551.072};

Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

- a. Approximately 8 acres of land located at 1508 Harvey Road.

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

**2.3. Personnel {Gov't Code Section 551.074};**

Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

- a. City Attorney
- b. Council Self Evaluation

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

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

- a. Economic development agreement for a development generally located at the intersection of University Drive East and Tarrow Street.
- b. Economic development agreement with Fujifilm Diosynth Biotechnologies Texas, LLC, f/k/a Kalon Biotherapeutics LLC.
- c. Economic development agreement for a development generally located at the intersection of Raymond Stotzer Parkway and State Highway 47.
- d. Economic development agreement with Corinth Group, Inc.
- e. Economic Development agreement for a development generally located in 3100 block of Harvey Road.

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

**4. Pledge of Allegiance, Invocation, and Consider Absence Request.**

Speaker Protocol

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

**5. Presentation - Proclamations, Awards, and Recognitions.**

**5.1. Presentation declaring April 14th through 20th as "World Shakuhachi Festival Week."**

Sponsors: Jeremiah Cook



Attachments: 1. 25 World Shakuhachi Festival

- 5.2. Presentation declaring April 21st through 25th as "National Community Development Week."

Sponsors: David Brower

Attachments: 1. 25 National Community Development Week

## 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:

- March 27, 2025 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM032725 DRAFT Minutes

- 7.2. Presentation, discussion, and possible action regarding the first reading of a franchise agreement ordinance with Maroon Dumpsters, LLC, for the collection of recyclables from commercial and multifamily locations.

Sponsors: Emily Fisher

Attachments: 1. Maroon Dumpsters Franchise Agreement (Vendor Signed)

- 7.3. Presentation, discussion, and possible action regarding the first reading of a franchise agreement with Bryan Iron and Metal, Ltd. DBA Texas Commercial Waste (TCW), for the collection of recyclables from commercial and multifamily locations.

Sponsors: Emily Fisher

Attachments: 1. TCW Franchise Agreement (Vendor Signed)

- 7.4. Presentation, discussion, and possible action regarding the rejection of bids received and cancellation of Invitation to Bid (ITB) 25-017 for the City Hall Bus Shelter project.

Sponsors: Jennifer Cain

Attachments: 1. 25-017 Tabulation - Final

- 7.5. Presentation, discussion, and possible action on purchasing services for Records Management System Server Upgrade from Central Square in the amount of \$116,323.86.

Sponsors: Sam Rivera

Attachments: 1. 15300406

## 8. Workshop Agenda.

- 8.1. Presentation, discussion, and possible action on the 2025 update to the City Council Strategic Plan.

Sponsors: Ross Brady

Attachments: 1. City Council Strategic Plan 2025 Update - Final Draft

- 8.2. Presentation, discussion, and possible action regarding legislative engagement efforts.

Sponsors: Ross Brady

- Attachments: 1. Letter to Senator Schwertner  
2. Letter to Representative Dyson

- 8.3. Presentation, discussion, and possible action regarding the 2024 College Station Existing Conditions Report.

Sponsors: Heather Wade

Attachments: 1. Existing-Conditions-Report-2024

- 8.4. Presentation, discussion, and possible action regarding single-family architectural standards.

Sponsors: Anthony Armstrong

Attachments: None

- 8.5. Presentation, discussion, and possible action regarding an update on the gas outages at Southgate Village Apartments.

Sponsors: Anthony Armstrong

Attachments: None

## 9. Regular Agenda.

- 9.1. Presentation, discussion, and possible action regarding the first reading of an ordinance approving a five (5) year residential recycling collection franchise agreement and general service agreement in the amount of \$7,870,060.50 with Brannon Industrial Group, LLC, DBA BVR Waste and Recycling.

Sponsors: Emily Fisher

Attachments: 1. BVR Recycling Franchise and General Service Agreement (Vendor Signed)  
2. RFP NO. 25-021 - Brannon Industrial Group

- 9.2. Presentation, discussion, and possible action regarding an appointment to the Housing Action Plan Committee.

Sponsors: Tanya Smith

Attachments: None

## 10. 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.

## 11. 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)

## 12. Future Agenda Items and Review of Standing List of Council Generated Future Agenda Items.

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

## 13. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on April 4, 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](mailto: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."

**April 10, 2025**  
**Item No. 5.1.**  
**World Shakuhachi Festival Week**

**Sponsor:** Jeremiah Cook, Assistant Director - Tourism

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation declaring April 14th through 20th as "World Shakuhachi Festival Week."

**Relationship to Strategic Goals:**  
N/A

**Recommendation(s):** N/A

**Summary:** N/A

**Budget & Financial Summary:** N/A

**Attachments:**

1. 25 World Shakuhachi Festival



## *Proclamation* *Office of the Mayor*

- Whereas:* the shakuhachi, an end-blown bamboo flute, is one of Japan's most renowned traditional instruments, recognized for its cultural significance, rich history, and remarkable versatility across a wide range of musical genres, from traditional and contemporary; and
- Whereas:* the World Shakuhachi Festival, a global celebration of this unique instrument, will be held in College Station from April 17th to 20th, 2025, highlighting the artistry of venerable shakuhachi masters from around the world, including the Living National Treasure of Japan, Hōzan NOMURA; and
- Whereas:* the World Shakuhachi Festival 2025 will also showcase numerous performances of contemporary music, including a new work commissioned by the Friends of Chamber Music BCS; and
- Whereas:* this extraordinary event will bring international visibility and leave a footprint in the cultural consciousness of College Station and beyond for years to come, enhancing our cultural reputation, cultivating new collaborative relationships, and bringing new friends to our community; and
- Whereas:* the World Shakuhachi Festival 2025 presents a once-in-a-lifetime opportunity to promote significant cultural exchange between the United States and Japan while fostering global understanding through the universal language of music; and
- Whereas:* Cease's passion for sports and dedication to high-quality journalism have positively and indelibly impacted our community, its residents, and athletes and coaches across the Brazos Valley.

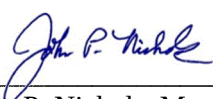
*Now, Therefore, I,* John P. Nichols, as Mayor of the City of College Station, Texas, and acting on behalf of the College Station City Council, do hereby proclaim the week of April 14th-20th, 2025, as

### *World Shakuhachi Festival Week*

in recognition of this landmark event and its invaluable contribution to our cultural landscape.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas, this 10th Day of April 2025.

Attest:

  
John P. Nichols, Mayor

  
Tanya Smith, City Secretary

**April 10, 2025**  
**Item No. 5.2.**  
**National Community Development Week**

**Sponsor:** David Brower

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation declaring April 21st through 25th as "National Community Development Week."

**Relationship to Strategic Goals:**

- Good Governance

**Recommendation(s):** N/A

**Summary:** N/A

**Budget & Financial Summary:** N/A

**Attachments:**

1. 25 National Community Development Week



# *Proclamation*

WHEREAS, the U.S. Department of Housing and Urban Development implemented the Community Development Block Grant (CDBG) Program in 1974 for the purpose of providing local governments with the financial resources to assist low and moderate income persons; and

WHEREAS, this year celebrates 51 years of CDBG and the City of College Station has received over \$47 million through the CDBG Program to address the needs of our residents; and

WHEREAS, the CDBG Program provides annual funding and flexibility to make targeted investments to meet local needs – transforming neighborhoods, providing and developing preventative social services, developing decent, safe and sanitary housing, and providing economic opportunity to low-income persons; and

WHEREAS, the HOME Investment Partnerships (HOME) Program provides funding to local communities to create decent, safe, affordable housing opportunities for low-income persons.

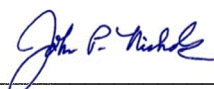
WHEREAS, the City of College Station has received over \$2 million in HOME funds since 1994.

NOW, THEREFORE BE IT RESOLVED, that I, John P. Nichols, as Mayor of the City of College Station designates the week of April 21 - 25, 2025 as:

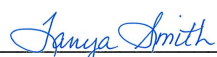
## *National Community Development Week*

in support of these two valuable programs that have made tremendous contributions to the viability of the housing stock, infrastructure, public services, and economic vitality of our community.

IN WITNESS THEREOF, I have hereunto set my hand and caused the SEAL of the City of College Station, Texas to be affixed this 10th day of April 2025.

  
\_\_\_\_\_  
John P. Nichols  
Mayor

Attest:

  
\_\_\_\_\_  
Tanya Smith  
City Secretary

*Proclaimed this 21<sup>st</sup> - 25<sup>th</sup> day of April, 2025*



**April 10, 2025**  
**Item No. 7.1.**  
**March 27th Meeting Minutes**

**Sponsor:** Tanya Smith, City Secretary

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action of minutes for:  
• March 27, 2025 Council Meeting

**Relationship to Strategic Goals:**

- Good Governance

**Recommendation(s):** Recommends Approval.

**Summary:** N/A

**Budget & Financial Summary:** None

**Attachments:**

1. CCM032725 DRAFT Minutes

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

STATE OF TEXAS           §  
                                          §  
COUNTY OF BRAZOS       §

**Present:**

John Nichols, Mayor – arrived late

**Council:**

Mark Smith, Mayor ProTem  
William Wright  
David White  
Melissa McIlhaney  
Bob Yancy – absent  
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 ProTem Smith via In-Person and Teleconference at 4:03 p.m. on March 27, 2025, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

**2. Executive Session Agenda.**

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, and §551.087- Economic Incentive Negotiations and the College Station City Council convened into Executive Session at 4:03 p.m. on March 27, 2025, to continue discussing matters pertaining to:

**2.1. 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 472<sup>nd</sup> District Court, Brazos County.
- Legal advice related to an employment discrimination claim.

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

- 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.

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

- City Manager
- Council Self-Evaluation

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

- Economic development agreement for a development generally located at the intersection of University Drive East and Tarrow Street.
- Economic development agreement 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.
- Economic development agreement with Corinth Group, Inc.
- Economic Development agreement for a development generally located in 3100 block of Harvey Road.

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

Executive Session recessed at 6:04 p.m. No action was taken.

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

**5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.**

**5.1. Presentation proclaiming the month of March 2025 as American Red Cross Month.**

Mayor ProTem Smith presented a proclamation to Pamela Smits, Heart of Texas Board Chair and Rick Kattner, Board Vice Chair, recognizing March 2025 as American Red Cross Month.

**5.2. Presentation proclaiming April 5, 2025 as Parkinson's Disease Awareness Day in the Brazos Valley.**

Mayor ProTem Smith presented a proclamation to Robert Conte Foundation Board Members, Cindy Conte, and Linda Geyer, along with citizens with Parkinson's disease, Lynn Ruoff and James Mudd, recognizing April 5, 2025 as Parkinson's Disease Awareness Day in the Brazos Valley.

**5.3. Presentation proclaiming March 2025 as Developmental Disabilities Awareness Month.**

Mayor ProTem Smith presented a proclamation to Texas Council for Developmental Disabilities, KMT2C Foundation, SETBP1 Society and the Texas A&M AgriLife Extension Staff recognizing March 2025 as Developmental Disabilities Awareness Month.

#### **5.4. Recognition honoring the College Station Fiscal Services department for receiving the Texas Comptrollers Transparency Trailblazer Award.**

Mayor ProTem Smith recognized Finance Director Mary Ellen Leonard and all Fiscal Services staff for receiving the Texas Comptrollers Transparency Trailblazer Award.

#### **6. Hear Visitors Comments.**

Shelby Behm, College Station, spoke about what she feels are the high taxes, a lack of development in Midtown, and the dissatisfaction residents of the area are feeling towards their government.

Eddie Damanafshan, College Station, appeared before Council to discuss the Mid-Town area and expressed his disappointment with the municipal management district's rising tax rate and lack of economic development.

Jay Meador is with the Financial Fitness Center director and came before council to provide information about potential housing programs in College Station if city staff could locate property and work with local agencies like Brazos Valley Affordable Housing Corporation.

Tre Watson, College Station, came before Council regarding racial profiling, ethnic groups, and disproportionate contacts with these groups given the population. Mr. Watson provided census data, citations and warning data, search data, arrested and contraband hit rate separated by race and ethnicity.

#### **7. CONSENT ITEMS**

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

(7.2) and (7.5) were pulled for clarification.

(7.2) Emily Fisher, Public Works Director, stated adding an all-way stop at the intersection of Victoria Avenue and Etonbury Avenue will start 10 days within the enforcement (2 weeks).

(7.5) Councilmember White summarized the 4H Round-Up, which takes place on weekdays in June, when demand is typically low, making it a wonderful asset for summertime shopping, dining establishments, and hotels. Councilmember White requested this item to be pulled for a separate called vote.

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

- **March 13, 2025 Council Meeting**

**7.2. Presentation, discussion, and possible action regarding Ordinance No. 2025-4582 amending Chapter 38, “Traffic and Vehicles”, Article VI, “Traffic Schedules,” Section 38-1002 “Traffic Schedule II, Four-Way Stop Intersections,” of the Code of Ordinances of the City of College Station, Texas, by adding an all-way stop at the intersection of Victoria Avenue and Etonbury Avenue.**

**7.3. Presentation, discussion, and possible action on a professional services contract with Freese and Nichols, Inc. for \$376,400 for the design of the Well 6 Rehabilitation Project.**

**7.4. Presentation, discussion, and possible action on a professional services and construction phase services contract with Bleyl Engineering (Bleyl Interests, Inc. dba Bleyl Engineering) for \$114,000 for the Wellborn and George Bush Utility Relocation design.**

**7.5. Presentation, discussion, and possible action regarding a hotel occupancy tax grant in the amount of \$50,000 with the Texas A&M AgriLife Extension Service for the Texas 4-H Roundup Conference June 2-5, 2025.**

**MOTION:** Upon a motion made by Councilmember Shafer and a second by Councilmember McIlhaney, the City Council voted five (5) for and none (0) opposed, to approve the Consent agenda, with the exception of Item 7.5. The motion carried unanimously.

**(7.5) MOTION:** Upon a motion made by Councilmember Wright and a second by Councilmember McIlhaney, the City Council voted four (4) for and none (0) opposed, with Councilmember White abstaining, to approve Consent Item 7.5, a hotel occupancy tax grant in the amount of \$50,000 with the Texas A&M AgriLife Extension Service for the Texas 4-H Roundup Conference June 2-5, 2025. The motion carried unanimously.

## **8. WORKSHOP ITEMS**

**8.1. Presentation, discussion, and possible action on system-wide impact fees for water, wastewater, and roadways. (Presented after Item 9.4)**

Anthony Armstrong, Planning and Recreation Director, stated that Impact fees are a one-time charge or assessment imposed by a political subdivision on new development and are designed to generate revenue for funding or recouping the cost of capital improvements that are attributable to the new development. As required by state law, the city has a capital plan which lays out exactly what projects the impact fees can be used on. These tend to be the larger roadway, water and sewer trunk line and treatment or production facilities that are needed with additional growth.

In July 2023, the residential impact fee collection rates were amended to include annual increases for water and roadway impact fees beginning January 1, 2024, and again on January 1st of 2025 and 2026. For water, the adjustment increased from 14% of the maximum rate to 50% starting in January with increases to 55% and 60% the next two years. For roadway fees, the adjustment raised the current average of 11% of the maximum recoverable revenue to 20% beginning in January with further increases to 25% in 2025 and 30% in 2026. Commercial rates were not increased. Impact fees are derived from our Master Plans and designated Service Areas. For Water and Wastewater impact fees, the Service Areas primarily align with the city limits but are also constrained by the boundaries of the

Certificate of Convenience and Necessity (CCN). Outside our Water Service Area, the Wellborn Special Utility District has established a water impact fee of \$5,923/LUE within its own CCN area, which falls within our city limits. The Roadway Impact Fee Service Area is defined by the city limits and divided into four roadway zones, each with a 4-mile boundary to comply with the Local Government Code's 6-mile maximum limit. Impact fees collected in each zone can only be spent on Impact Fee Capital Improvement Projects within the corresponding zone.

Impact fee rates are a calculation of cost per service unit. Water and wastewater service units are defined as living unit equivalents (LUEs), representing a typical connection for one single-family residence (based on a 5/8" water meter). There is a conversion factor for larger water meters that determines their number of LUE equivalents. The roadway service unit is vehicle-miles, which is a measurement of the number of trips a site generates and its trip length. Trip generation and trip length vary for each of the 66 different types of land uses. The roadway collection rate was initially implemented as a flat rate across the four service areas. The programmed collection rate increases approved in 2023 allowed for a variation of rates across the zones due to maximum assessable rate constraints.

### Current Impact Fee Program

| Impact Fee     | Adopted Max Rate | Current Collection Rate per Service Unit |         | Total Estimated Capital Costs of IF Projects | Recoverable Costs at Max Rate (2021 – 2031) | Recoverable Cost at Collection Rate (2021-2031) * |
|----------------|------------------|------------------------------------------|---------|----------------------------------------------|---------------------------------------------|---------------------------------------------------|
|                |                  | Res                                      | Non-Res |                                              |                                             |                                                   |
| Water          | \$3,877          | \$2,150                                  | \$500   | \$67.7M                                      | \$54.4M                                     | \$11.8M                                           |
| Wastewater     | \$5,572          | \$3,300                                  | \$3,000 | \$189.7M                                     | \$71.9M                                     | \$24.2M                                           |
| Roadway A      | \$499            | \$499                                    | \$80    | \$13.9M                                      | \$9.0M                                      | \$3.4M                                            |
| Roadway B      | \$1,261          | \$1,163*                                 | \$80    | \$48.3M                                      | \$20.1M                                     | \$5.9M                                            |
| Roadway C      | \$2,127          | \$1,163                                  | \$80    | \$78.2M                                      | \$25.6M                                     | \$8.9M                                            |
| Roadway D      | \$3,452          | \$1,163                                  | \$80    | \$74.4M                                      | \$57.4M                                     | \$5.7M                                            |
| Roadway Totals |                  |                                          |         | \$215M                                       | \$112.2M                                    | \$23.7M                                           |

\* Recoverable costs include programmed collection rate adjustments.  
 \* For properties platted prior to January 1, 2022, the collection rate is limited to the 2016 maximum assessable rate of \$1,072.

### Impact Fee Capital Improvement Plan Implementation as of September 30, 2024

| Impact Fee     | Impact Fees Transferred | Developer Constructed (Estimated) | City Funded  | Total Capital Project Expenditures |
|----------------|-------------------------|-----------------------------------|--------------|------------------------------------|
| Water          | \$2,696,085             | \$120,000                         | \$31,764,042 | \$34,580,127                       |
| Wastewater     | \$12,113,956            | \$690,000                         | \$74,111,441 | \$86,915,397                       |
| Roadway A      | \$767,500               | \$0                               | \$445,858    | \$1,213,358                        |
| Roadway B      | \$617,500               | \$0                               | \$29,654,763 | \$30,272,263                       |
| Roadway C      | \$1,193,333             | \$77,667                          | \$41,695,859 | \$42,966,859                       |
| Roadway D      | \$767,500               | \$777,500                         | \$10,493,820 | \$12,038,820                       |
| Roadway Totals | \$3,345,833             | \$855,167                         | \$82,290,300 | \$86,491,300                       |

### Collection Rate Implementation

#### Impact Fee Adoption

| Impact Fee | Maximum Assessable Rate/Service Unit | Collection Rate Per Service Unit |             |         |                 |
|------------|--------------------------------------|----------------------------------|-------------|---------|-----------------|
|            |                                      | 2016                             | Residential |         | Non-Residential |
|            |                                      |                                  | 2017        | 2018    | 2016-Current    |
| Water      | \$2,917                              | \$250                            | \$500       | \$500   | \$500           |
| Wastewater | \$5,519                              | \$1,500                          | \$3,000     | \$3,000 | \$3,000         |
| Roadway A  | \$1,061                              | \$0                              | \$187.50    | \$375   | \$80            |
| Roadway B  | \$1,072                              | \$0                              | \$187.50    | \$375   | \$80            |
| Roadway C  | \$2,556                              | \$0                              | \$187.50    | \$375   | \$80            |
| Roadway D  | \$4,004                              | \$0                              | \$187.50    | \$375   | \$80            |

## 5-Year Update and 2023 Programmed Collection Rate Increases

| Impact Fee | Maximum Assessable Rate/Service Unit | Collection Rate Per Service Unit (% of Max) |               |                 |                  |                 |
|------------|--------------------------------------|---------------------------------------------|---------------|-----------------|------------------|-----------------|
|            |                                      | Residential                                 |               |                 |                  | Non-Residential |
|            |                                      | 2022                                        | 2024          | 2025            | 2026             | 2016-Current    |
| Water      | \$3,877                              | \$550 (14%)                                 | \$1,950 (50%) | \$2,150 (55%)   | \$2,325 (60%)    | \$500 (13%)     |
| Wastewater | \$5,572                              | \$3,300 (59%)                               | \$3,300 (59%) | \$3,300 (59%)   | \$3,300 (59%)    | \$3,000 (59%)   |
| Roadway A  | \$499                                | \$438.83 (14%)                              | \$499 (100%)  | \$499 (100%)    | \$499 (100%)     | \$80 (8%)       |
| Roadway B  | \$1,261                              | \$438.83 (35%)                              | \$897 (71%)   | \$1,163 * (92%) | \$1,261 * (100%) | \$80 (6%)       |
| Roadway C  | \$2,127                              | \$438.83 (21%)                              | \$897 (42%)   | \$1,163 (55%)   | \$1,541 (72%)    | \$80 (4%)       |
| Roadway D  | \$3,452                              | \$438.83 (11%)                              | \$897 (22%)   | \$1,163 (29%)   | \$1,541 (38%)    | \$80 (2%)       |

## Impact Fees per Single Family Home

| Impact Fee Type | 2022-2023 | 2024    | 2025     | 2026     |
|-----------------|-----------|---------|----------|----------|
| Water **        | \$550     | \$1,950 | \$2,150  | \$2,325  |
| Wastewater      | \$3,300   | \$3,300 | \$3,300  | \$3,300  |
| Roadway Zone A  | \$1,650   | \$1,876 | \$1,876  | \$1,876  |
| Roadway Zone B  | \$1,650   | \$3,375 | \$4,375* | \$4,741* |
| Roadway Zone C  | \$1,650   | \$3,375 | \$4,375  | \$5,794  |
| Roadway Zone D  | \$1,650   | \$3,375 | \$4,375  | \$5,794  |

\* For properties platted prior to January 1, 2022, the impact fee is \$4,030 due to the 2016 maximum assessable rate of \$1,072.

\*\* Welborn SUD Water Impact fee is \$5,923/LUE and \$758 connection fee (\$6,681 total)  
COCS 2025 Water connection fee is \$643.42 (\$2,793.42 total)

| Combined Impact Fees | 2022-2023 | 2024    | 2025     | 2026      |
|----------------------|-----------|---------|----------|-----------|
| Roadway Zone A       | \$5,500   | \$7,126 | \$7,326  | \$7,501   |
| Roadway Zone B       | \$5,500   | \$8,625 | \$9,825* | \$10,366* |
| Roadway Zone C       | \$5,500   | \$8,625 | \$9,825  | \$11,471  |
| Roadway Zone D       | \$5,500   | \$8,625 | \$9,825  | \$11,471  |

\* For properties platted prior to January 1, 2022, the roadway impact fee is \$4,030 due to the 2016 maximum assessable rate of \$1,072 so the fee is \$9,480 in 2025 and \$9,655 in 2026.

| Potential Rate Increase | Potential Rate Increase |
|-------------------------|-------------------------|
| Roadway                 | 0.4 cents               |
| Water                   | 2.5%                    |
| Wastewater              | 10%                     |

Mayor ProTem Smith opened for Citizen Comments.

James Murr, College Station, came before Council regarding his understanding of impact fees and stated that if impact fees were reduced the market would not immediately respond, but over time prices would come down and reduce profit margins for developers. He also stated that once his prepayment of impact fees is used the scheduled increases of these fees will make development and purchasing housing more expensive.

Valen Cepak, College Station, appeared before Council regarding housing costs and stated that he cannot afford to buy a home and impact fees are part of the problem.

There being no further comments, the Citizen Comments was closed.

## **8.2. Presentation, discussion, and possible action regarding a proposed ordinance establishing a program for pool inspections, to be administered by the Brazos County Health District.**

Kurt Johnson, Holly Ulbrich, and Kate Jackson with the Brazos County Health District, provided an overview of why a ordinance establishing a program for pool inspections, to be administered by the Brazos County Health District, is necessary.

- Texas Administrative Code Title 25, Sec 1, Chapter 265 grants the Texas Department of State Health Services (DSHS) authority to adopt and enforce pool regulations statewide. DSHS will not enforce pool safety standards in counties with a local health district.
- Local Authority: Local health districts can enforce Chapter 265 only if they are specifically empowered to do so by a local ordinance. This authority is not automatic.



- Delegation of Enforcement: IF the local health district is designated to enforce Chapter 265 through a local ordinance, then a local health district would have the legal authority to enforce Chapter 265.

If established through a city ordinance, this program will authorize the Health District to inspect, review plans, and charge fees and penalties related to pool inspections for any pool or spa which is not residential or owned and managed by the City. On February 18th, 2025, the City of Bryan rejected this ordinance in a 4-3 vote. As stated in Section 18-108, the city will not be charged a permitting fee for the inspection of City-owned pools or spas. The fee revenue charged for inspections will go to the Health District. If a pool or spa is found to be in violation the city may be responsible for code enforcement actions. This will require staff time and resources.

Majority of the Council directed staff to move forward with a proposed ordinance establishing a program for pool inspections, to be administered by the Brazos County Health District.

### **8.3. Presentation, discussion, and possible action regarding the City's legislative engagement efforts.**

Bryan Woods, City Manager, provided an update on the City's efforts, outreach, and activities related to the ongoing 89th Legislative Session.

Mr. Woods explained how the city prepared letters to the Senate Committee; Senator Bettencourt, Senator Schwertner and Representative Dyson. Each letter expressed the city's concerns regarding:

- A letter to Senator Bettencourt to clarify misleading statements made during the hearing regarding City's Code Enforcement practices.
- A letter to Senator Schwertner to express concerns over several bills which infringe upon home rule authority.
  - S.B. 1509-Relating to the authority of a municipality to regulate within its Extra Territorial Jurisdiction (ETJ).
  - S.B. 1567 Relating to the authority of home-rule municipalities to regulate the occupancy of dwelling units.
  - S.B. 1883 Relating to the approval of land use assumptions, capital improvement plans, and impact fees.
- A letter to Representative Dyson to express concerns over several bills which infringe upon home rule authority.
  - H.B. 19-Relating to the issuance and repayment of debt by local governments, including the adoption of an ad valorem tax rate and the use of ad valorem tax revenue for the repayment of debt.
  - H.B. 2797-Relating to the authority of home-rule municipalities to regulate the occupancy of dwelling units.
  - H.B. 5489-Relating to a temporary moratorium on the imposition of an impact fee.

Majority of the Council directed staff to move forward with the City's legislative engagement efforts.

## **9. REGULAR ITEMS**

### **9.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4583 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 PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay for approximately 1.152 acres at 101, 103, 105, 107, 109, and 110-119 Knox Drive, being Lots 18-27, Block 29 and Lots 12-16, Block 31 of The Barracks II Subdivision Phase 401, generally located southwest of the intersection of Knox Drive and Old Wellborn Road.**

*Regular Items (9.1), (9.2) and (9.3) were presented together.*

**9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4584 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 PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay for approximately 0.412 acres at 418, 420, 422, 424, and 426 Baby Bear Drive, being Lots 1-5, Block 32 of The Barracks II Subdivision Phase 109, generally located northeast of the intersection of Baby Bear Drive and Towers Parkway.**

**9.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4585 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 PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay for approximately 0.406 acres at 133, 135, 137, 139, and 141 Deacon Drive West, being Lots 1-5, Block 21 of The Barracks II Subdivision Phase 107, generally located northeast of the intersection of Deacon Drive West and General Parkway.**

Jeff Howell, Planning and Development, stated that these requests are to rezone:

- Approximately 1.152 acres of land being fifteen platted lots generally located at 101, 103, 105, 107, 109, and 110-119 Knox Drive from PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay.
- Approximately 0.412 acres of land being five platted lots generally located at 418, 420, 422, 424, and 426 Baby Bear Drive from PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay.
- Approximately 0.406 acres of land being five platted lots generally located at 133, 135, 137, 139, and 141 Deacon Drive West from PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay.

The subject properties were originally platted in 2016 and developed as a townhome development with three groups of buildings containing five attached units each. The applicant intends to maintain the existing structure and rezone to allow for the existing townhomes to function as a shared housing use. Shared housing is not an allowed use in the current PDD Planned Development District zoning district. The request to Middle Housing is in line with the reduced setbacks for townhome development that were included as part of the original PDD modifications. If rezoned, the property would be required to go through the site-planning process to ensure that it meets all requirements for a shared housing development.

This item was heard at the March 6th Planning and Zoning Commission meeting where the Commission voted 5-2 to recommend approval.

At approximately 8:07 p.m., Mayor ProTem Smith opened the Public Hearings for 9.1, 9.2, and 9.3.

Ricky Flores, College Station, explained the areas around the Barracks and part of the Barracks already have MH Middle Housing and HOO High Occupancy Overlay.

There being no further comments, the Public Hearings for 9.1, 9.2, and 9.3 were closed at 8:08 p.m.

*Mayor Nichols arrived at 8:08 p.m. and abstained from voting on the current items.*

**(9.1) MOTION:** Upon a motion made by Councilmember Wright and a second by Councilmember McIlhaney the City Council voted four (4) for and one (1) opposed, with Councilmember White voting against and Mayor Nichols abstaining, to adopt Ordinance No. 2025-4583, 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 PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay for approximately 1.152 acres at 101, 103, 105, 107, 109, and 110-119 Knox Drive, being Lots 18-27, Block 29 and Lots 12-16, Block 31 of The Barracks II Subdivision Phase 401, generally located southwest of the intersection of Knox Drive and Old Wellborn Road. The motion carried.

**(9.2) MOTION:** Upon a motion made by Councilmember Wright and a second by Councilmember McIlhaney the City Council voted four (4) for and one (1) opposed, with Councilmember White voting against and Mayor Nichols abstaining, to adopt Ordinance No. 2025-4584, 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 PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay for approximately 0.412 acres at 418, 420, 422, 424, and 426 Baby Bear Drive, being Lots 1-5, Block 32 of The Barracks II Subdivision Phase 109, generally located northeast of the intersection of Baby Bear Drive and Towers Parkway. The motion carried.

**(9.3) MOTION:** Upon a motion made by Councilmember Wright and a second by Councilmember McIlhaney the City Council voted four (4) for and one (1) opposed, with Councilmember White voting against and Mayor Nichols abstaining, to adopt Ordinance No. 2025-4585, 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 PDD Planned Development District to MH Middle Housing and HOO High Occupancy Overlay for approximately 0.406 acres at 133, 135, 137, 139, and 141 Deacon Drive West, being Lots 1-5, Block 21 of The Barracks II Subdivision Phase 107, generally located northeast of the intersection of Deacon Drive West and General Parkway. The motion carried.

Majority of the Council directed staff to come back with information on rezoning the entire area.

**9.4. Public Hearing, presentation, discussion, and possible action approving Ordinance No. 2025-4586 repealing Ordinance No. 2015-3692 and vacating and abandoning a 0.46-acre portion of a 70-foot-wide right-of-way located along Lots 2 and 1R, Block 4 of The Business Center at**

**College Station Subdivision, Phase Three, Brazos County, Texas according to the plat recorded in Volume 3764, Page 130 of the Official Public Records of Brazos County, Texas.**

Lucas Harper, Planning and Development, stated that the right of way abandonment is being requested by the applicant as a result of a desire to construct a commercial drive aisle and parking in the area currently occupied by a portion of Technology Way right-of-way. The originally dedicated right-of-way will not be extended through the area of Lot 1R as originally planned and has been removed from the City of College Station thoroughfare plan. The applicant owns all property surrounding the portion of the right-of-way and desires to continue development of the site through the construction of new structures and the necessary supporting drive aisles and parking. The prior abandonment ordinance is being repealed and the new vacation and abandonment adopted to update the abandonment with the conditions of the restated development agreement. The right-of-way is located approximately 470 feet northeast of the intersection of Technology Way and Lakeway Drive.

At approximately 8:25 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 8:25 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. 2025-4586, 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. The motion carried unanimously.

*Council resumed to Workshop Item 8.1.*

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

Mayor Nichols recognized Police Officer Brad Smith and his retirement.

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

Councilmember Shafer reported on the Bicycle, Pedestrian, and Greenway Advisory Board.

Mayor ProTem Smith reported on the Transportation Committee and the Chambers Committee.

Councilmember White reported on the Brazos County Board of Health.

Mayor Nichols reported on the MPO.

Councilmember McIlhaney reported on the Audit Committee.

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

No future agenda items at this time.

**13. Adjournment.**

There being no further business, Mayor ProTem Smith adjourned the meeting of the City Council at 9:47 p.m. on Thursday, March 27, 2025.

\_\_\_\_\_  
John P. Nichols, Mayor

ATTEST:

\_\_\_\_\_  
Tanya Smith, City Secretary

**April 10, 2025**

**Item No. 7.2.**

**Maroon Dumpsters, LLC Franchise Agreement - First Reading**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the first reading of a franchise agreement ordinance with Maroon Dumpsters, LLC, for the collection of recyclables from commercial and multifamily locations.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure

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

**Summary:** This item is an ordinance renewing Maroon Dumpsters, LLC a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

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

Counting Maroon Dumpsters, LLC, the city has a total of eighteen (18) franchised haulers. This list can be found on the city's website under Public Works.

**Budget & Financial Summary:** N/A

**Attachments:**

1. Maroon Dumpsters Franchise Agreement (Vendor Signed)



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

## CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300398 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Recyclable Collection Franchise Agreement

Name of Contractor: Maroon Dumpsters, LLC

CONTRACT TOTAL VALUE: \$ N/A

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)

Two City Council readings required for this Franchise Agreement; scheduled for April 10, 2025 & April 24, 2025.

CRC Approval Date\*: N/A (If required)\* Council Approval Date\*: 4/10&4/24/25 Agenda Item No\*: TBD

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

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

### SIGNATURES RECOMMENDING APPROVAL

Emily Fisher  
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

3/10/2025  
DATE

John A. Haislet  
LEGAL DEPARTMENT

3/10/2025  
DATE

Jim Enster  
ASST CITY MGR – CFO

3/10/2025  
DATE

### APPROVED & EXECUTED

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR (if applicable)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY SECRETARY (if applicable)

\_\_\_\_\_  
DATE

Original(s) sent to CSO on \_\_\_\_\_

Scanned into Laserfiche on \_\_\_\_\_

Original(s) sent to Fiscal on \_\_\_\_\_

**ORDINANCE NO. \_\_\_\_\_**

**RECYCLABLES COLLECTION FRANCHISE AGREEMENT**

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

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

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

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

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

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## ARTICLE I. DEFINITIONS

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

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

## ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

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

## ARTICLE III. PAYMENT AND TERM

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

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

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

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

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

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

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

## ARTICLE IV. ACCESS TO RECORDS & REPORTING

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

## ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

## ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

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

## **ARTICLE VII. COLLECTION AND TRANSPORT**

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

## **ARTICLE VIII. PLACEMENT OF RECEPTACLES**

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

## **ARTICLE IX. SERVICE COMPLAINTS**

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

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

## **ARTICLE X. DISPOSAL AND PROCESSING**

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

## **ARTICLE XI. VIOLATION AND PENALTY**

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

## **ARTICLE XII. INSURANCE**

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

### ARTICLE XIII. INDEMNIFICATION AND RELEASE

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

### ARTICLE XIV. DISPUTES AND MEDIATION

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

## ARTICLE XV. GENERAL TERMS

- 15.1 Performance.** Contractor, its employees, associates, or subcontractors shall perform all the services in a professional manner and be fully qualified and competent to perform those services.
- 15.2 Termination.**
- a. For Convenience.** At any time, the City or Contractor may terminate this Agreement for convenience, in writing with thirty (30) days' written notice. City shall be compensated for outstanding Franchise Fees.
  - b. For Cause.** City may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
  - c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.
- 15.3 Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 15.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 15.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.
- 15.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
- 15.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.



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

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

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

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

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

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

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

Maroon Dumpsters, LLC  
Attn: Leah Jones, CFO  
P.O. Box 11648  
College Station, Texas 77842-1648  
Leah@maroondumpsters.net

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

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

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

- a. First Consideration & Approval on the 10th day of April, 2025.
- b. Second Consideration & Approval on the 24th day of April, 2025.

**MAROON DUMPSTERS, LLC**

**CITY OF COLLEGE STATION**

By: Leah Jones

By: \_\_\_\_\_  
Mayor

Printed Name: Leah Jones

Title: **Owner/Member**

Date: \_\_\_\_\_

Date: 3/6/2025

**ATTEST:**

\_\_\_\_\_  
City Secretary

Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

John A. Haislet

\_\_\_\_\_  
City Attorney

Date: 3/10/2025

Jim Costa

\_\_\_\_\_  
Assistant City Manager/CFO

Date: 3/10/2025

## **EXHIBIT A. SCHEDULE OF RATES**

- I. Contractor's base rate is \$265.00 per pull, and may increase, depending on a variety of conditions, including but not limited to:
  - a. Location of Customer
  - b. Impact on Existing Routes
  - c. Ingress and Egress Capabilities
  - d. Special Requests by Customers
  - e. Frequency of Collections
  - f. Volume of Materials
  - g. Type of Materials
  - h. External Contributing Conditions of Market Costs

## **EXHIBIT B. INSURANCE REQUIREMENTS**

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

### **I. Standard Insurance Policies Required:**

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

### **II. General Requirements Applicable to All Policies:**

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

### **III. Commercial General Liability**

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

#### **IV. Business Automobile Liability**

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

#### **V. Workers' Compensation Insurance**

- a. Workers compensation insurance shall include the following terms:
  - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
  - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
  - iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

## **EXHIBIT C. CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/3/2025

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<br>ANCO Insurance<br>PO Box 3889<br>Bryan TX 77805 | CONTACT<br>NAME: Dede Mora<br>PHONE<br>(A/C, No, Ext): 800-749-1733 x6977<br>E-MAIL<br>ADDRESS: morad@anco.com | FAX<br>(A/C, No): 979-774-5372 |
| INSURER(S) AFFORDING COVERAGE                               |                                                                                                                | NAIC #                         |
| INSURER A : Acuity A Mutual Insurance Comp                  |                                                                                                                | 14184                          |
| INSURER B :                                                 |                                                                                                                |                                |
| INSURER C :                                                 |                                                                                                                |                                |
| INSURER D :                                                 |                                                                                                                |                                |
| INSURER E :                                                 |                                                                                                                |                                |
| INSURER F :                                                 |                                                                                                                |                                |

INSURED  
MARODUM-01  
Maroon Dumpsters, LLC  
PO Box 11648  
College Station TX 77842

## COVERAGES

CERTIFICATE NUMBER: 972270506

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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: |                                              |          | ZT6531        | 12/27/2024              | 12/27/2025              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000<br>MED EXP (Any one person) \$ 10,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 3,000,000<br>PRODUCTS - COMP/OP AGG \$ 3,000,000<br>PD Deductible \$ 1,000 |
| A        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY |                                              |          | ZT6531        | 12/27/2024              | 12/27/2025              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                                                     |
| A        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$ 0                                                                              |                                              |          | ZT6531        | 12/27/2024              | 12/27/2025              | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ 1,000,000<br>\$                                                                                                                                                                                                        |
| A        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                      | Y/N<br><input checked="" type="checkbox"/> Y | N/A      | ZT6529        | 12/27/2024              | 12/27/2025              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                                           |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Jacob Yanez, Henry Yanez, and Cindy Yanez are excluded from coverage on the Workers' Compensation policy.

## CERTIFICATE HOLDER

## CANCELLATION

City of College Station  
Attn: Risk Management  
PO Box 9960  
College Station TX 77842

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

AUTHORIZED REPRESENTATIVE

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**ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN  
WRITTEN AGREEMENT WITH YOU - PRIMARY**

**CA-7214(10-98)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GARAGE COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

**1.** Who Is an Insured under Section II - Liability Coverage is amended to include any person or organization with whom you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such persons or organizations are additional insureds only with respect to liability arising

out of operations performed for the additional insured by you.

**2.** The coverage provided by this endorsement will be primary and noncontributory with respect to any other coverage available to the additional insured.

**3.** The Limits of Insurance applicable to the additional insured are those specified in the written contract or agreement or in the Declarations for this Coverage Form, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.



**TRUCKERS' ENHANCEMENTS**

CA-7260(11-15)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

**A. Temporary Substitute Vehicle Physical Damage**

The following is added to item C Certain Trailers, Mobile Equipment and Temporary Substitute Autos under Section I - Covered Autos:

If Physical Damage Coverage is provided by this Coverage Form, any *auto* you do not own while used with permission of its owner as a temporary substitute for a covered *auto* you own that is out of service because of its breakdown, repair, servicing, *loss* or destruction is a covered *auto* for Physical Damage Coverage.

**B. Who Is an Insured**

The following are added to Who Is an Insured under Section II - Liability Coverage:

**1. Newly Acquired Organizations**

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, 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. This coverage does not apply to *bodily injury or property damage* that occurred before you acquired or formed the organization;
- c. 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.

**2. Employees as Insureds**

Any *employee* of yours is an *insured* while using a covered *auto* you do not own, hire or borrow in your business or your personal affairs.

**C. Increased Supplementary Payments**

1. The limit shown in paragraph A2a(2) of Section II - Liability Coverage is increased to \$3,000.
2. The limit shown in paragraph A2a(4) of Section II - Liability Coverage is increased to \$300.

**D. Fellow Employee Coverage**

The Fellow Employee Exclusion contained in Section II - Liability Coverage does not apply.

**E. Towing for Covered Autos after Covered Losses**

The following is added to paragraph A4 Coverage Extensions of Section III - Physical Damage Coverage in the Business Auto Coverage Form and to paragraph - A4 Coverage Extension under Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form and the Towing Coverage endorsement, if it applies to the policy:

If a covered *loss* to a covered *auto* renders the vehicle undriveable, we will pay for reasonable and necessary costs to tow the vehicle to the nearest service or salvage facility. This coverage only applies to a covered *auto* insured for Comprehensive or Collision coverage. Such payments will not reduce the limits of insurance described in C Limit of Insurance.

**F. Transportation Expenses**

The Transportation Expenses Coverage Extension is replaced by the following:

We will also pay up to \$75 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 or *light truck* type. We will pay only for those covered *autos* for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered *auto* is returned to use or we pay for its *loss*.

**G. Increased Sub-limit for Audio, Visual and Data Electronic Equipment Coverage**

The sub-limit shown in paragraph C2 of the Limit of Insurance Provision of Section III - Physical Damage Coverage in the Business Auto Coverage Form is increased to \$3,000.

**H. The following are added to Coverage Extensions under Section III - Physical Damage Coverage of the Business Auto Coverage Form and to Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form:**

**1. Accidental Airbag Discharge**

We will pay to replace an airbag that deploys without the car being involved in an accident. This coverage applies only to a covered *auto* which you own.

**2. Loan/Lease Gap Coverage**

**a. Private Passenger or Light Truck Types**

In the event of a total *loss* to a covered *auto* of the private passenger or *light truck* type, we will pay any unpaid amount due on the lease or loan, less:

- (1) The amount paid under the Physical Damage Coverage Section of the policy; and
- (2) Any:
  - (a) Overdue lease/loan payments at the time of the *loss*;
  - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (c) Security deposits not returned by the lessor;
  - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - (e) Carry-over balances from previous loans or leases.

**b. Truckers, Other than Private Passenger and Light Truck Types**

In the event of a total *loss* to a covered *auto* of the truck type, we will pay up to \$5,000 for any unpaid amount due on the lease or loan, less:

- (1) The amount paid under the Physical Damage Coverage Section of the policy; and
- (2) Any:
  - (a) Overdue lease/loan payments at the time of the *loss*;
  - (b) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - (c) Security deposits not returned by the lessor;
  - (d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - (e) Carry-over balances from previous loans or leases.

**3. Hired Auto Physical Damage Coverage**

If hired *autos* are covered *autos* for Liability Coverage, then the Physical Damage Coverages provided under this Coverage Form for any *auto* you own are extended to *autos* of the private passenger or *light truck* type which you lease, hire, rent or borrow for a period of 30 days or less, subject to

the following limit.

The most we will pay under this extension is the lesser of the actual cash value, the cost of repair or \$50,000, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned *auto* of the private passenger or *light truck* type for that coverage. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered *auto* you own of the private passenger or *light truck* type.

**4. Rental Reimbursement Coverage for Private Passenger Vehicles or Light Trucks**

- a. This coverage applies only to a covered *auto* of the private passenger or *light truck* type.
- b. We will pay for rental reimbursement expenses incurred by you for the rental of an *auto* because of a covered *loss* to an *auto* to which this extension applies. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered *auto*. No deductibles apply to this coverage.
- c. We will pay only for those expenses incurred during the policy period beginning 24 hours after the *loss* and ending, regardless of the policy's expiration, with the lesser of the following number of days:
  - (1) The number of days reasonably required to repair or replace the covered *auto*. If *loss* is caused by theft, this number of days is added to the number of days it takes to locate the covered *auto* and return it to you.
  - (2) 30 days.
- d. Our payment is limited to the lesser of the following amounts:
  - (1) Necessary and actual expenses incurred.
  - (2) \$75 per day to a maximum of \$1,500.
- e. This coverage does not apply while there are spare or reserve *autos* available to you for your operations.
- f. If *loss* results from the total theft of a covered *auto* to which this extension applies, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the Physical Damage Coverage Extensions.
- g. The Rental Reimbursement Coverage

described above does not apply to a covered *auto* that is described or designated as a covered *auto* on Rental Reimbursement Coverage Form CA-9923F.

#### 5. Fire Department Service Charge

When the fire department is called to save or protect a covered *auto*, its equipment, its contents, or occupants from a covered *loss*, we will pay up to \$1,000 for your liability for fire department service charges:

- a. Assumed by contract or agreement prior to loss; or
- b. Required by local ordinance.

No deductible applies to this additional coverage.

#### 6. Fire Extinguisher Recharge

We will pay the actual cost of recharging or replacing, whichever is less, fire extinguishers kept in your covered *auto* that are intentionally discharged in an attempt to extinguish a fire.

#### 7. Broad Form Electronic Equipment Coverage

We will also pay, with respect to a covered *loss*, the actual cash value, repair cost, replacement cost or \$5,000, whichever is less, for *loss* to *electronic equipment* owned by you and used in your business while inside or attached to a covered *auto*.

##### Deductible

A deductible applies to this coverage. Refer to paragraph O Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages, and Electronic Logging Devices or Electronic On-Board Recorders for further information.

##### Other Insurance

The Broad Form Electronic Equipment Coverage is excess over any other insurance coverage available for the same *loss*.

##### Exclusions

Exclusions Applicable to Broad Form Electronic Equipment, Miscellaneous Equipment and Personal Property Coverages Extensions apply to this extension.

#### 8. Rental Reimbursement, Business Income and Extra Expense Coverage

##### Limits

The most we will pay for all *loss* for each covered *auto* involved in any one *accident* for Rental Reimbursement, Business Income and Extra Expense combined is \$10,000.

## Coverage

### a. Rental Reimbursement Coverage

- (1) We will pay for expenses incurred by you during the *period of restoration* for the rental of an *auto* made necessary because of a covered *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
- (2) This Rental Reimbursement Coverage does not apply to a covered *auto* of the private passenger or *light truck* type because coverage for these vehicles is provided in item 4 of this endorsement.

### b. Business Income and Extra Expense Coverage

#### (1) Business Income Coverage

- (a) Actual Loss Sustained Coverage - We will pay the actual loss of *business income* sustained by you as the result of the necessary suspension of your business during the *period of restoration* due to a *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.
- (b) Specified Amount per Day Coverage - At your option, we will pay up to \$250 per day for a maximum of seven days during the *period of restoration* for income loss. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

#### (2) Extra Expense Coverage

We will pay the necessary and reasonable *extra expenses* that you incur during the *period of restoration* that you would not have incurred had there been no *loss* to a covered *auto* used in your business. The *loss* must be caused by a cause of loss covered under item A1 of Physical Damage Coverage in this Coverage Part.

## Conditions

- a. Any payment for Business Income made under Specified Amount per Day Coverage reduces the payment we

make under any other coverages listed in extension 8.

- b. No other deductible applies to these coverages.
- c. We will not pay under these coverages if you do not repair or replace the covered *auto*.
- d. You must resume all or part of your business as quickly as possible.
- e. If you have other *autos* you can use to reduce the amount of loss payable under these coverages, you are required to use them.
- f. We will not pay for loss or expenses caused by suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the suspension of your business, we will cover such loss that affects your *business income*.
- g. We will pay for expenses you incur to reduce the amount that would otherwise have been payable under this coverage. We will not pay more than the amount by which you actually reduce the *business income* loss or *extra expense* incurred.

#### 9. Fuel in Vehicle Coverage

We will also pay, with respect to a covered *loss*, the actual loss sustained for the *loss* to the fuel used to operate your vehicle but only with respect to a covered *auto*. You must provide documentation supporting your claim for damages.

##### Deductible

A deductible applies to this coverage. Refer to paragraph O Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages, and Electronic Logging Devices or Electronic On-Board Recorders for further information.

#### 10. Miscellaneous Equipment Used With Covered Vehicle Coverage

We will also pay, with respect to a covered *loss*, the actual cash value, repair cost, or replacement cost, whichever is less, for *loss* to your *miscellaneous equipment* but only with respect to a covered *auto*.

##### Deductible

A deductible applies to this coverage. Refer to paragraph O Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property

Coverages, and Electronic Logging Devices or Electronic On-Board Recorders for further information.

##### Exclusions

Exclusions Applicable to Broad Form Electronic Equipment, Miscellaneous Equipment and Personal Property Coverages Extensions apply to this extension.

#### 11. Miscellaneous Equipment Used With Trailers Used by You Coverage

We will pay for *loss* to your *miscellaneous equipment* used in the handling of property being transported on trailers that are not a covered *auto* on this policy up to the actual cash value, repair cost, replacement cost or \$1,000, whichever is less. The loss is subject to a \$250 deductible.

We will not pay for *loss* caused by wear and tear.

In addition, Exclusions Applicable to Broad Form Electronic Equipment, Miscellaneous Equipment and Personal Property Coverages Extensions apply to this extension.

#### 12. Personal Property Coverage

We will also pay, with respect to a covered *loss*, the actual cash value, repair cost, replacement cost or \$2,500, whichever is less, for *loss* to personal property, including business personal property, owned by you or a driver while inside a covered *auto*.

We will not pay for *loss* to:

- a. Accounts, bills, currency, deeds, money, notes, securities and evidences of debt;
- b. Bullion, precious stones, jewelry or similar valuables, paintings, art objects, manuscripts or mechanical drawings;
- c. Contraband or property in the course of illegal transportation or trade;
- d. Furs, animals, birds or fish;
- e. *Electronic equipment* owned by you and used in your business;
- f. Firearms; and
- g. An *auto*, its equipment or fluids, including fuel.

Other exclusions also apply to this coverage. Refer to paragraph N Exclusions Applicable to Broad Form Electronic Equipment, Miscellaneous Equipment and Personal Property Coverages Extensions for more information.

The Personal Property Coverage is excess over any other insurance coverage available for the same *loss*.

### **Deductible**

A deductible applies to this coverage. Refer to paragraph O Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages, and Electronic Logging Devices or Electronic On-Board Recorders for further information.

### **13. Electronic Logging Devices or Electronic On-Board Recorders**

We will also pay, with respect to a covered *loss*, up to \$3,000 for the actual loss sustained to an electronic on-board recorder or electronic logging device permanently installed in the *auto* but only with respect to a covered *auto*.

### **Deductible**

A deductible applies to this coverage. Refer to paragraph O Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages, and Electronic Logging Devices or Electronic On-Board Recorders for further information.

### **I. Deductible Provision**

Paragraph D, Deductible of Section III - Physical Damage Coverage in the Business Auto Coverage Form and paragraph D, Deductible of Section IV - Physical Damage Coverage in the Motor Carrier Coverage Form are replaced by the following:

1. For each covered *auto*, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to *loss* caused by fire or lightning.
2. **Combined Truck, Tractor/Trailer, Cargo Deductible**
  - a. If you have a loss to more than one covered *auto* when such covered *autos* are attached to one another at the time of *loss*, then our obligation to pay will be reduced by the single highest applicable deductible.
  - b. If you have a covered *loss* to Covered Property under a Transportation or Motor Truck Cargo Coverage Form under this policy and a covered *loss* to a covered *auto* or more than one covered *autos* that are attached to one another at the time of *loss*, then our obligation to pay will be reduced by the single highest applicable deductible.

3. The deductibles will not apply to *loss* caused by a collision of a covered *auto* with any other *auto* insured by us.
4. If the insured chooses to have a damaged windshield or other glass repaired instead of replaced, no deductible will apply to the *loss*.

### **J. Knowledge of Claim or Suit**

The following is added to the Duties in the Event of Accident, Claim, Suit or Loss Condition:

Knowledge of an *accident*, claim, *suit* or *loss* by an agent or *employee* of any insured shall not in itself constitute knowledge of the insured unless your partners, executive officers, directors, managers, members or a person who has been designated by them to receive reports of *accidents*, claims, *suits* or *loss* shall have received such notice from the agent or *employee*.

### **K. Waiver of Subrogation for Written Contracts**

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition:

We waive any right of recovery we may have against a person or organization because of payments we make for *bodily injury* or *property damage* arising out of your use of a covered *auto* which occurs while under a contract with that person or organization. The waiver applies only to a person or organization with whom you have a written contract or agreement requiring you to waive the right of recovery under this policy. The written contract or agreement must have been executed prior to the *accident* causing *bodily injury* or *property damage*.

### **L. Worldwide Coverage Territory for Hired Autos**

The following is added to paragraph B7 of Section IV - Business Auto Conditions of the Business Auto Coverage Form and to Section V - Motor Carrier Conditions of the Motor Carrier Coverage Form:

With respect to *autos* hired for 30 days or less, the coverage territory is extended to include all parts of the world if the insured's responsibility to pay damages is determined in a suit in the United States of America (including its territories and possessions), Puerto Rico or Canada or in a settlement we agree to.

### **M. Mental Anguish Coverage**

The Definition of *bodily injury* is amended to include mental anguish.

### **N. Exclusions Applicable to Broad Form Electronic Equipment, Miscellaneous Equipment and Personal Property Coverages Extensions**

We will not pay for *loss*:

1. Caused by theft, unless there are visible

signs or marks of forcible entry into the covered *auto* and the theft is reported to law enforcement authorities;

2. Caused by mysterious disappearance; or
3. Under Personal Property and Broad Form Electronics Coverage to:
  - a. Radar detection devices; or
  - b. Actual data and instructions converted to a form for use with electronic equipment, however maintained.

**O. Deductible Applicable to Broad Form Electronic Equipment, Fuel in Vehicle, Miscellaneous Equipment Used With Covered Vehicle, Personal Property Coverages, and Electronic Logging Devices or Electronic On-Board Recorders**

1. If *loss* to property covered by these extensions is the result of a *loss* to the covered *auto* under this Coverage Form's Comprehensive or Collision Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to *loss* to property covered by an extension caused by fire or lightning.
2. If *loss* to property covered by these extensions is the result of a *loss* to the covered *auto* under this Coverage Form's Specified Causes of Loss Coverage, then for each covered *auto* our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

**P. Coverage Extensions Definitions**

1. "*Business income*" means the:
  - a. Net income (Net profit or loss before income taxes) that would have been earned or incurred if no *loss* would have occurred; and
  - b. Continuing normal operating expenses incurred, including payroll.
2. "*Electronic equipment*" includes any computer system, computer media, fax machine, satellite system, video monitoring system, cellular telephone, two-way radio or telephone, scanning monitor receiver, collision prevention system or GPS system. *Electronic equipment* includes any antennas, tapes, records, discs used with the *electronic equipment* and other accessories used to operate the equipment.

Because the following *electronic equipment* is insured elsewhere in this Coverage Form,

*electronic equipment* does not mean:

- a. Electronic equipment permanently installed in the location provided for such equipment by the original manufacturer of the *auto*; and
  - b. Equipment designed to be operated solely by use of the power from the *auto*'s electrical system that, at the time of *loss*, is:
    - (1) Permanently installed in or upon the covered *auto*; or
    - (2) Removable from a housing unit which is permanently installed in or upon the covered *auto*.
  - c. An integral part of the same unit housing any electronic equipment described in paragraphs b(1) and b(2) above; or
  - d. Necessary for the normal operation of the covered *auto* or the monitoring of the covered *auto*'s operating system.
3. "*Extra expense*" means those expenses you incur to avoid or minimize the suspension of business and to continue your business operations.
  4. "*Light truck*" means a truck with a gross vehicle weight of 10,000 pounds or less.
  5. "*Miscellaneous equipment*" means hand trucks, dollies, pallets, pads, covers, binders, tarps, tie-downs, chains and other similar equipment used in the handling of property being transported.
  6. "*Period of restoration*" means the period of time that:
    - a. Begins:
      - (1) Twenty-four hours after the time of *loss* for Rental Reimbursement Coverage or Business Income Coverage; or
      - (2) Immediately after the time of *loss* for Extra Expense Coverage; and
    - b. Ends at the earliest of:
      - (1) The time required to resume your normal business operations; or
      - (2) The time that is reasonably necessary to repair or replace the covered *auto*.

*Period of restoration* does not include any increased period required due to the enforcement of any ordinance or law that requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of pollutants.

The expiration date of this policy will not cut short the *period of restoration*.

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

**CG-2001R(4-13)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COVERAGE FORM

RESIDENTIAL CARE FACILITY LIABILITY COVERAGE PART

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

**Primary And Noncontributory Insurance**

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

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

**ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

CG-2033R(6-13)

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

1. Section II - Who Is An Insured is amended to include as an additional insured:

- a. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
- b. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability for *bodily injury, property damage or personal and advertising injury* caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

- a. *Bodily injury, property damage or personal and advertising injury* arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

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 rendering of or the failure to render any professional architectural, engineering or surveying services.

- b. *Bodily injury or property damage* occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of *your work* out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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

The most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement you have entered into with the additional insured; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



**ADDITIONAL INSURED - COMPLETED OPERATIONS AUTOMATIC STATUS  
WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU (OWNERS,  
LESSEES OR CONTRACTORS)**

CG-7277(6-13)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS-COMPLETED OPERATIONS LIABILITY COV-  
ERAGE FORM

**1. Section II - Who Is An Insured is amended to include as an additional insured:**

- a.** Any person(s) or organization(s) for whom you have performed operations if you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as additional insured on your policy for completed operations; and
- b.** Any other person(s) or organization(s) you are required to add as an additional insured under the contract or agreement described in paragraph a above.

Such person or organization is an additional insured only with respect to liability included in the *products-completed operations hazard* for *bodily injury* or *property damage* caused, in whole or in part, by *your work* performed for that additional insured at the location designated and described in the contract or agreement.

However:

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

**2. This insurance does not apply to:**

- a.** *Bodily injury* or *property damage* which occurs prior to the execution of the contract or agreement described in item 1; or

- b.** *Bodily injury* or *property damage* that occurs after the time period during which the contract or agreement described in item 1 requires you to add such person or organization onto your policy as an additional insured for completed operations; or

- c.** *Bodily injury* or *property damage* arising out of the rendering of, or the failure to render, any professional, architectural, engineering or surveying services, including:

- (1) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (2) Supervisory, inspection, architectural or engineering activities.

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 rendering of or the failure to render any professional services by or for you.

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

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

- a.** Required by the contract or agreement; or
- b.** Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

**ACUITY ENHANCEMENTS - GENERAL LIABILITY****CG-7301(12-19)**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM****A. Extended Non-Owned Watercraft**

Exclusion g Exception (2)(a) of Coverage A - Bodily Injury and Property Damage Liability is replaced by the following:

(a) Less than 51 feet long; and

**B. Increased Bail Bond Amount**

The limit shown in paragraph 1b of Supplementary Payments - Coverages A and B is increased to \$1,000.

**C. Increased Reasonable Expenses Incurred by the Insured**

The limit shown in paragraph 1d of Supplementary Payments - Coverages A and B is increased to \$350.

**D. Newly Acquired Organizations**

Item 3a of Section II - Who Is An Insured is replaced by the following:

- 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;

**E. Tenants Legal Liability**

Paragraphs (1), (3) and (4) of the Damage to Property Exclusion under Section I - Coverages do not apply to *property damage* (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 8 or more consecutive days.

The most we will pay under this coverage for damages because of *property damage* to any one premises is \$10,000. A \$250 deductible applies.

**F. Knowledge of Claim or Suit**

The following is added to paragraph 2, Duties in the Event of Occurrence, Offense, Claim or Suit of Section IV - Commercial General Liability Conditions:

Knowledge of an *occurrence*, claim or *suit* by your agent, servant or *employee* shall not in itself constitute knowledge of the Named Insured unless an officer of the Named Insured has received such notice from the agent, servant or *employee*.

**G. Unintentional Failure to Disclose Hazard**

The following is added to the Representations Condition under Section IV - Commercial General Liability Conditions:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we

will not reject coverage under this policy based solely on such failure.

**H. Waiver of Subrogation for Written Contracts**

The following is added to the Transfer of Rights of Recovery Against Others to Us Condition under Section IV - Commercial General Liability Conditions:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or *your work* done under a contract with that person or organization and included in the *products-completed operations hazard*.

The waiver applies only to:

1. Any person or organization with whom you have a written contract or agreement in which you are required to waive rights of recovery under this policy. Such contract or agreement must have been executed prior to the *occurrence* causing injury or damage; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in paragraph 1 above.

**I. Liberalization**

The following is added to Section IV - Commercial General Liability Conditions:

If we adopt any revision that would broaden the coverage under this policy without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this policy.

**J. Broadened Bodily Injury**

The Definition of *Bodily Injury* is amended to include mental anguish.

**K. Electronic Data Liability**

1. Exclusion 2q of Coverage A - Bodily Injury And Property Damage Liability in Section I - Coverages is replaced by the following:

**2. Exclusions**

This insurance does not apply to:

- q. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial

information, credit card information, health information or any other type of nonpublic information; or

- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate *electronic data* that does not result from physical injury to tangible property.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in paragraph (1) or (2) above.

However, unless paragraph (1) above applies, this exclusion does not apply to damages because of *bodily injury*.

2. The following paragraph is added to Section III - Limits of Insurance:

Subject to paragraph 5 above, \$10,000 is the most we will pay under Coverage A for *property damage* because of all loss of *electronic data* arising out of any one *occurrence*.

3. The following definition is added to Section V - Definitions:

*"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 application software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

4. For the purposes of this coverage, the definition of *"property damage"* in Section V - Definitions is replaced by the following:

*"Property damage"* means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the *occurrence* that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate *electronic data*, resulting from physical injury to tangible property. All such loss of *electronic data*

shall be deemed to occur at the time of the *occurrence* that caused it.

For the purposes of this coverage, *electronic data* is not tangible property.

#### L. Employee Benefits Liability Coverage

1. The following is added to Section I - Coverages:

##### Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any act, error or omission, of the insured, or of any other person for whose acts the insured is legally liable, to which this coverage 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 to which this coverage does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any *claim* or *suit* that may result. But:

- (1) The amount we will pay for damages is limited as described in paragraph 5 of this coverage; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

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

- b. This coverage applies to damages only if:

- (1) The act, error or omission, is negligently committed in the *administration* of your *employee benefit program*;
- (2) The act, error or omission, did not take place before the original inception date of this coverage nor after the end of the policy period; and
- (3) A *claim* for damages, because of an act, error or omission, is first made against any insured, in accordance with paragraph c below, during the policy period or an Extended Reporting Period we provide under paragraph 6 of this coverage.

- c. A *claim* seeking damages will be deemed to have been made at the earlier of the following times:

- (1) When notice of such *claim* is

received and recorded by any insured or by us, whichever comes first; or

- (2) When we make settlement in accordance with paragraph a above.

A *claim* received and recorded by the insured within 60 days after the end of the policy period will be considered to have been received within the policy period, if no subsequent policy is available to cover the claim.

- d. All *claims* for damages made by an *employee* because of any act, error or omission, or a series of related acts, errors or omissions, including damages claimed by such *employee's* dependents and beneficiaries, will be deemed to have been made at the time the first of those *claims* is made against any insured.

#### **Exclusions**

This coverage does not apply to:

- a. **Dishonest, Fraudulent, Criminal Or Malicious Act**

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

- b. **Bodily Injury, Property Damage, Or Personal And Advertising Injury**

*Bodily injury, property damage or personal and advertising injury.*

- c. **Failure To Perform A Contract**

Damages arising out of failure of performance of contract by any insurer.

- d. **Insufficiency Of Funds**

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the *employee benefit program*.

- e. **Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation**

Any *claim* based upon:

- (1) Failure of any investment to perform;  
(2) Errors in providing information on past performance of investment vehicles; or  
(3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the *employee benefit program*.

- f. **Workers' Compensation And Similar Laws**

Any *claim* arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

- g. **ERISA**

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

- h. **Available Benefits**

Any *claim* for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

- i. **Taxes, Fines Or Penalties**

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

- j. **Employment-Related Practices**

Damages arising out of wrongful termination of employment, discrimination, or other employment-related practices.

2. For the purposes of the coverage provided:

- a. All references to Supplementary Payments - Coverages A and B are replaced by Supplementary Payments - Coverages A, B and Employee Benefits Liability.

- b. Paragraphs 1b and 2 of the Supplementary Payments provision do not apply.

3. For the purposes of the coverage provided, paragraphs 2 and 3 of Section II - Who Is An Insured are replaced by the following:

2. Each of the following is also an insured:

- a. Each of your *employees* who is or was authorized to administer your *employee benefit program*.  
b. Any persons, organizations or *employees* having proper temporary authorization to administer your *employee benefit program* if you die, but only until your legal representative is appointed.  
c. 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.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However:
  - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier.
  - b. Coverage under this provision does not apply to any act, error or omission that was committed before you acquired or formed the organization.
4. For the purposes of the coverage provided, Section III - Limits Of Insurance is replaced by the following:

#### **Limits Of Insurance**

- a. The Limits of Insurance shown in d below and the rules below fix the most we will pay regardless of the number of:
  - (1) Insureds;
  - (2) *Claims* made or *suits* brought;
  - (3) Persons or organizations making *claims* or bringing *suits*;
  - (4) Acts, errors or omissions; or
  - (5) Benefits included in your *employee benefit program*.
- b. The Aggregate Limit is the most we will pay for all damages because of acts, errors or omissions negligently committed in the *administration* of your *employee benefit program*.
- c. Subject to the Aggregate Limit, the Each Employee Limit is the most we will pay for all damages sustained by any one *employee*, including damages sustained by such *employee's* dependents and beneficiaries, as a result of:
  - (1) An act, error or omission; or
  - (2) A series of related acts, errors or omissions negligently committed in the *administration* of your *employee benefit program*.

However, the amount paid under this coverage shall not exceed, and will be subject to, the limits and restrictions that apply to the payment of benefits in any

plan included in the *employee benefit program*.

#### **d. Limits of Insurance**

Each Employee Limit: \$250,000

Aggregate Limit: \$250,000

The Limits of Insurance of this coverage 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 of the policy to which this coverage is attached, 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.

#### **Deductible**

- a. Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the deductible amount stated in e below as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.
  - b. The deductible amount stated in e below applies to all damages sustained by any one *employee*, including such *employee's* dependents and beneficiaries, because of all acts, errors or omissions to which this coverage applies.
  - c. The terms of this coverage, including those with respect to:
    - (1) Our right and duty to defend any *suits* seeking those damages; and
    - (2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or *claim*apply irrespective of the application of the deductible amount.
  - d. We may pay any part or all of the deductible amount to effect settlement of any *claim* or *suit* and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as we have paid.
  - e. Deductible  
Each Employee Deductible: \$1,000
5. For the purposes of the coverage provided, Conditions 2 and 4 of Section IV - Conditions are replaced by the following:
    2. **Duties In The Event Of An Act, Error Or Omission, Or Claim Or Suit**

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

- (1) What the act, error or omission was and when it occurred; and
- (2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

- 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.

- 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 an act, error or omission to which this coverage 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 without our consent.

- e. The requirements to notify us can be satisfied by notifying our agent. Notice can be by any means of communication.

#### 4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this coverage, our obligations are limited as follows:

##### a. Primary Insurance

This coverage is primary except when paragraph b below applies. If this coverage 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.

##### b. Excess Insurance

- (1) This coverage is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and that applies to an act, error or omission on other than a claims-made basis, if the other insurance has a policy period which continues after the original inception date of this coverage.
- (2) When this coverage is excess, we will have no duty 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 coverage is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of the total amount that all such other insurance would pay for the loss in absence of this coverage; and 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 paragraph 5d of this coverage.

##### 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 Limits of Insurance to the total applicable Limits of Insurance of all insurers.

6. For the purposes of the coverage provided, the following Extended Reporting Period provisions are added, or, if this coverage is attached to a claims-made Coverage Part, replaces any similar Section in that Coverage Part:

**EXTENDED REPORTING PERIOD**

- a. You will have the right to purchase an Extended Reporting Period, as described below, if:

- (1) This coverage is canceled or not renewed; or
- (2) We renew or replace this coverage with insurance that:
  - (a) Has an inception date later than the original inception date of this coverage; or
  - (b) Does not apply to an act, error or omission on a claims-made basis.

- b. The Extended Reporting Period does not extend the policy period or change the scope of coverage provided. It applies only to *claims* for acts, errors or omissions that were first committed before the end of the policy period but not before the original inception date of this coverage. Once in effect, the Extended Reporting Period may not be canceled.

- c. An Extended Reporting Period of five years is available, but only by an endorsement and for an extra charge.

You must give us a written request for the endorsement within 60 days after the end of the policy period. The Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- (1) The *employee benefit programs* insured;
- (2) Previous types and amounts of insurance;
- (3) Limits of insurance available under this coverage for future payment of damages; and

- (4) Other related factors.

The additional premium will not exceed \$100.

The Extended Reporting Period endorsement applicable to this coverage shall set forth the terms, not inconsistent with this Section, applicable to the Extended Reporting Period, including a provision to the effect that the coverage afforded for *claims* first received during such period is excess over any other valid and collectible insurance available under policies in force after the Extended Reporting Period starts.

- d. If the Extended Reporting Period is in effect, we will provide an extended reporting period aggregate limit of insurance described below, but only for claims first received and recorded during the Extended Reporting Period.

The extended reporting period aggregate limit of insurance will be equal to the dollar amount shown in paragraph 5d of this coverage under Limits of Insurance.

Paragraph 5b of this coverage will be amended accordingly. The Each Employee Limit shown in paragraph 5d will then continue to apply as set forth in paragraph 5c.

7. For the purposes of the coverage provided, the following definitions are added to the Definitions Section:

- a. "*Administration*" means:

- (1) Providing information to *employees*, including their dependents and beneficiaries, with respect to eligibility for or scope of *employee benefit programs*;
- (2) Handling records in connection with the *employee benefit program*; or
- (3) Effecting, continuing or terminating any *employee's* participation in any benefit included in the *employee benefit program*.

However, *administration* does not include handling payroll deductions.

- b. "*Cafeteria plans*" means plans authorized by applicable law to allow employees to elect to pay for certain benefits with pre-tax dollars.

- c. "*Claim*" means any demand, or *suit*, made by an *employee* or an *employee's* dependents and beneficiaries, for damages as the result of an act, error or omission.

- d. *"Employee benefit program"* means a program providing some or all of the following benefits to *employees*, whether provided through a *cafeteria plan* or otherwise:
- (1) Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an *employee* may subscribe to such benefits and such benefits are made generally available to those *employees* who satisfy the plan's eligibility requirements;
  - (2) Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an *employee* may subscribe to such benefits and such benefits are made generally available to all *employees* who are eligible under the plan for such benefits;
  - (3) Unemployment insurance, social security benefits, workers' compensation and disability benefits;
  - (4) Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies; and
  - (5) Any other similar benefits added thereto by endorsement.
8. For the purposes of the coverage provided, the following Definitions in the Definitions Section are replaced by the following:
- a. *"Employee"* means a person actively employed, formerly employed, on leave of absence or disabled, or retired. *Employee* includes a *leased worker*. *Employee* does not include a *temporary worker*.
  - b. *"Suit"* means a civil proceeding in which damages because of an act, error or omission to which this coverage applies are alleged. *Suit* includes:
    - (1) An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
    - (2) Any other alternative dispute resolution proceeding in which such damages are claimed and to which

the insured submits with our consent.

## M. Voluntary Property Damage

1. With respect to the insurance provided under this coverage, paragraph 2 Exclusions of Coverage A - Bodily Injury and Property Damage Liability under Section I - Coverages is modified as followed:
  - a. Exclusion 2j(4) is replaced by the following:
    - (4) Personal property of others:
      - (a) Held by the insured for servicing, repair, storage or sale at premises owned, occupied or rented to the insured.
      - (b) Caused by the ownership, maintenance, use, loading or unloading of any auto, watercraft or transportation of property by any means.
  - b. Exclusion 2j(5) is deleted.
2. The insurance provided by this coverage is subject to the following provisions:
  - a. We will pay for *property damage* at your request even if you are not legally liable, if it is otherwise subject to this coverage.
  - b. *Property damage* does not include loss of use if personal property of others is not physically injured.
  - c. **Limits**  
 The most we will pay for an *occurrence* under this coverage is \$2,500.  
 The most we will pay for the sum of all amounts paid under this coverage is an aggregate of \$2,500.  
 The General Aggregate Limit and Each Occurrence Limit under Section III - Limits of Insurance do not apply to the insurance provided under this coverage.
  - d. **Settlement**  
 If you make any repairs to damaged property, at our request, we will pay the larger of your actual cost or 75% of your usual charge for the necessary labor and materials. Any property paid for or replaced by us may become our property at our option. Any payment made under this coverage shall not be interpreted as an admission of liability by the insured or the company.
  - e. **Deductible**  
 Our obligation to pay for a covered loss applies only to the amount of loss in



excess of \$200.

**f. Other Insurance**

The insurance provided by this coverage is excess over any other insurance carried by the insured which applies to a loss covered by this coverage.

**N. Increased Limits of Insurance**

1. The General Aggregate Limit is increased to three times the Each Occurrence Limit.

2. The Products-Completed Operations Aggregate Limit is increased to three times the Each Occurrence Limit.
3. The Damage To Premises Rented To You Limit is increased to \$250,000.
4. The Medical Expense Limit is increased to \$10,000.

The Limits of Insurance shown here do not replace and are not in addition to the Limits of Insurance shown in the Declarations.

**TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS  
ENDORSEMENT**

**WC 42 03 04 B(6-14)**

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

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

are required by a written contract to obtain this waiver from us.

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

The premium for this endorsement is shown in the Schedule.

**SCHEDULE**

**Blanket Waiver:**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

**Operations:**

ALL TEXAS OPERATIONS

**Premium:**

THE PREMIUM CHARGE FOR THIS ENDORSEMENT SHALL BE 2 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.

**Advance Premium:**

SEE BLANKET WAIVER OF SUBROGATION ADDITIONAL PREMIUM ON THE INFORMATION PAGE.

**REVISION OF OTHER INSURANCE CONDITION FOR ADDITIONAL  
INSUREDS - AUTOMATIC STATUS - PRIMARY OR PRIMARY AND NONCON-  
TRIBUTORY**

CU-7098(11-15)

This endorsement modifies insurance provided under the following:

**COMMERCIAL EXCESS LIABILITY COVERAGE FORM**

1. The amended Other Insurance condition in paragraph 2 below applies only to persons or organizations qualifying as additional insureds under the *underlying insurance*, subject to all other terms and conditions of this policy not modified by this endorsement.
2. Solely with respect to the insurance afforded to persons or organizations described in paragraph 1 above, the Other Insurance condition in Section III - Conditions is replaced by the following:

**Other Insurance**

**a. Excess Insurance**

Unless provision (1) or (2) in paragraph b below applies, this insurance is excess over any other valid and collectible insurance whether primary, excess, contingent or any other basis, except other insurance written specifically to be excess over this insurance.

**b. Primary Insurance**

- (1) If you have agreed in writing in a contract or agreement prior to an *occurrence*, claim, or suit, to provide insurance to the additional insured on a primary basis, then after:
  - (a) The *underlying insurance* applicable to that contract or agreement; and
  - (b) All other applicable insurance providing coverage on a primary or similar basis (except insurance available to the additional insured where they are a Named Insured);

are exhausted, this insurance will be primary.

- (2) If you have agreed in writing in a contract or agreement prior to an *occurrence*, claim, or suit, to provide insurance to the additional insured that is both primary and noncontributory, then after:

- (a) The *underlying insurance* applicable to that contract or agreement; and
- (b) All other applicable insurance providing coverage on a primary or similar basis (except insurance available to the additional insured where they are a Named Insured);

are exhausted, this insurance will be primary and we will not seek contribution from or require exhaustion of other insurance available to the additional insured where they are a Named Insured.

- (3) The most we will pay for a person or organization as primary insurance under paragraphs (1) and (2) above will be the lesser of:

- (a) The Limits of Insurance shown in the Declarations of this policy and as described in Section II - Limit of Insurance; or
- (b) The amount of insurance you are required to provide the additional insured in the written contract or agreement, less any amount paid by *underlying insurance*.

**April 10, 2025**  
**Item No. 7.3.**  
**TCW Franchise Agreement - First Reading**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the first reading of a franchise agreement with Bryan Iron and Metal, Ltd. DBA Texas Commercial Waste (TCW), for the collection of recyclables from commercial and multifamily locations.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure

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

**Summary:** This item is an ordinance renewing Texas Commercial Waste (TCW) a non-exclusive franchise for the use of public streets, alleys, and public rights-of-ways within the city for the purpose of providing collection of demolition and construction debris, recyclables, and organic waste from commercial, industrial, and multi-family sites.

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

Counting TCW, the city has a total of eighteen (18) franchised haulers. This list can be found on the city's website under Public Works.

**Budget & Financial Summary:** N/A

**Attachments:**

1. TCW Franchise Agreement (Vendor Signed)



CONTRACT#: 25300406 PROJECT#: N/A BID/RFP/RFQ#: N/A

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**ORDINANCE NO. \_\_\_\_\_**

**RECYCLABLES COLLECTION FRANCHISE AGREEMENT**

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

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

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

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

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

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## ARTICLE I. DEFINITIONS

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



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

## ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

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

## ARTICLE III. PAYMENT AND TERM

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

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

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

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

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

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

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

## ARTICLE IV. ACCESS TO RECORDS & REPORTING

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

## ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

## ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

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

## **ARTICLE VII. COLLECTION AND TRANSPORT**

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

## **ARTICLE VIII. PLACEMENT OF RECEPTACLES**

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

## **ARTICLE IX. SERVICE COMPLAINTS**

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

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

## **ARTICLE X. DISPOSAL AND PROCESSING**

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

## **ARTICLE XI. VIOLATION AND PENALTY**

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

## **ARTICLE XII. INSURANCE**

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

### ARTICLE XIII. INDEMNIFICATION AND RELEASE

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

### ARTICLE XIV. DISPUTES AND MEDIATION

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

## ARTICLE XV. GENERAL TERMS

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

**15.2 Termination.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Texas Commercial Waste  
Attn: Ron Schmidt, General Manager  
P.O. Box 645  
Bryan, TX 77806  
tcwronsch@hotmail.com

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

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

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

- a. First Consideration & Approval on the 10th day of April, 2025.
- b. Second Consideration & Approval on the 24th day of April, 2025.



**BRYAN IRON & METAL**  
dba **TEXAS COMMERCIAL WASTE**

By: Ron Schmidt

Printed Name: Ron Schmidt

Title: **Owner/Member**

Date: 3/12/2025

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Secretary

Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

John A. Haislet

\_\_\_\_\_  
City Attorney

Date: 3/12/2025

Jim Kester

\_\_\_\_\_  
Assistant City Manager/CFO

Date: 3/12/2025

## **EXHIBIT A. SCHEDULE OF RATES**

- I. Contractor's base rate is \$40.00 for delivery and \$225.00 per pull, and may increase, depending on a variety of conditions, including but not limited to:
  - a. Location of Customer
  - b. Impact on Existing Routes
  - c. Ingress and Egress Capabilities
  - d. Special Requests by Customers
  - e. Frequency of Collections
  - f. Volume of Materials
  - g. Type of Materials
  - h. External Contributing Conditions of Market Costs
  - i. Fuel surcharge

## **EXHIBIT B. INSURANCE REQUIREMENTS**

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

### **I. Standard Insurance Policies Required:**

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

### **II. General Requirements Applicable to All Policies:**

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

### **III. Commercial General Liability**

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

#### **IV. Business Automobile Liability**

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

#### **V. Workers' Compensation Insurance**

- a. Workers compensation insurance shall include the following terms:
  - i. Employer's Liability minimum limits of liability not less than \$500,000 for each accident/each disease/each employee are required
  - ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
  - iii. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

## **EXHIBIT C. CERTIFICATES OF INSURANCE**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/06/2025

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).

|                                                                                                                  |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                  |                     |                                                              |       |                                                  |       |                   |  |                   |  |                   |  |
|------------------------------------------------------------------------------------------------------------------|---------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------|---------------------|--------------------------------------------------------------|-------|--------------------------------------------------|-------|-------------------|--|-------------------|--|-------------------|--|
| <b>PRODUCER</b><br>Bailey Insurance and Risk Management<br>1201 Washington Ave.<br>P.O. Box 298<br>Waco TX 76701 |                     | <b>CONTACT NAME:</b> Charlotte Hambrick<br><b>PHONE (A/C, No, Ext):</b> (254) 753-5317<br><b>FAX (A/C, No):</b> (254) 753-1132<br><b>E-MAIL ADDRESS:</b> charlotte@baileyinsurance.com                                                                                                                                                                                                                                                                                           |  |                                                  |                     |                                                              |       |                                                  |       |                   |  |                   |  |                   |  |
| <b>INSURED</b><br>Bryan Iron & Metal, Ltd.<br>dba Texas Commercial Waste<br>P. O. Box 1175<br>Waco TX 76703      |                     | <b>INSURER(S) AFFORDING COVERAGE</b><br><table border="1"><tr><td><b>INSURER A:</b> Charter Oaks Fire Insurance Co</td><td><b>NAIC #</b> 25615</td></tr><tr><td><b>INSURER B:</b> Travelers Property Casualty Co. of America</td><td>25674</td></tr><tr><td><b>INSURER C:</b> Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td><b>INSURER D:</b></td><td></td></tr><tr><td><b>INSURER E:</b></td><td></td></tr><tr><td><b>INSURER F:</b></td><td></td></tr></table> |  | <b>INSURER A:</b> Charter Oaks Fire Insurance Co | <b>NAIC #</b> 25615 | <b>INSURER B:</b> Travelers Property Casualty Co. of America | 25674 | <b>INSURER C:</b> Texas Mutual Insurance Company | 22945 | <b>INSURER D:</b> |  | <b>INSURER E:</b> |  | <b>INSURER F:</b> |  |
| <b>INSURER A:</b> Charter Oaks Fire Insurance Co                                                                 | <b>NAIC #</b> 25615 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                  |                     |                                                              |       |                                                  |       |                   |  |                   |  |                   |  |
| <b>INSURER B:</b> Travelers Property Casualty Co. of America                                                     | 25674               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                  |                     |                                                              |       |                                                  |       |                   |  |                   |  |                   |  |
| <b>INSURER C:</b> Texas Mutual Insurance Company                                                                 | 22945               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                  |                     |                                                              |       |                                                  |       |                   |  |                   |  |                   |  |
| <b>INSURER D:</b>                                                                                                |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                  |                     |                                                              |       |                                                  |       |                   |  |                   |  |                   |  |
| <b>INSURER E:</b>                                                                                                |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                  |                     |                                                              |       |                                                  |       |                   |  |                   |  |                   |  |
| <b>INSURER F:</b>                                                                                                |                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |  |                                                  |                     |                                                              |       |                                                  |       |                   |  |                   |  |                   |  |

## COVERAGES

**CERTIFICATE NUMBER:** 24-25 TCW College Station

**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 CERTIFICATION 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        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                                                           |                                              |                                                      | Y6607042M400COF24    | 10/01/2024              | 10/01/2025              | EACH OCCURRENCE \$ 1,000,000                                                    |
|          |                                                                                                                                                                                                                                                              |                                              | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 |                      |                         |                         |                                                                                 |
|          |                                                                                                                                                                                                                                                              |                                              | MED EXP (Any one person) \$ 5,000                    |                      |                         |                         |                                                                                 |
|          |                                                                                                                                                                                                                                                              |                                              | PERSONAL & ADV INJURY \$ 1,000,000                   |                      |                         |                         |                                                                                 |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER:                                                                                                     |                                              |                                                      |                      |                         |                         | GENERAL AGGREGATE \$ 2,000,000                                                  |
|          |                                                                                                                                                                                                                                                              |                                              |                                                      |                      |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                                             |
| B        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY |                                              |                                                      | TC2JCAP5H603010TIL24 | 10/01/2024              | 10/01/2025              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000                                |
|          |                                                                                                                                                                                                                                                              |                                              | BODILY INJURY (Per person) \$                        |                      |                         |                         |                                                                                 |
|          |                                                                                                                                                                                                                                                              |                                              | BODILY INJURY (Per accident) \$                      |                      |                         |                         |                                                                                 |
|          |                                                                                                                                                                                                                                                              |                                              | PROPERTY DAMAGE (Per accident) \$                    |                      |                         |                         |                                                                                 |
| B        | <input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                               |                                              |                                                      | CUP3X16415324NF      | 10/01/2024              | 10/01/2025              | EACH OCCURRENCE \$ 10,000,000                                                   |
|          |                                                                                                                                                                                                                                                              |                                              | AGGREGATE \$ 10,000,000                              |                      |                         |                         |                                                                                 |
|          |                                                                                                                                                                                                                                                              |                                              |                                                      |                      |                         |                         |                                                                                 |
|          |                                                                                                                                                                                                                                                              |                                              |                                                      |                      |                         |                         |                                                                                 |
| C        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                | Y/N<br><input checked="" type="checkbox"/> N | N/A                                                  | 0002105626           | 10/01/2024              | 10/01/2025              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
|          |                                                                                                                                                                                                                                                              |                                              | E.I. EACH ACCIDENT \$ 1,000,000                      |                      |                         |                         |                                                                                 |
|          |                                                                                                                                                                                                                                                              |                                              | E.I. DISEASE - EA EMPLOYEE \$ 1,000,000              |                      |                         |                         |                                                                                 |
|          |                                                                                                                                                                                                                                                              |                                              | E.I. DISEASE - POLICY LIMIT \$ 1,000,000             |                      |                         |                         |                                                                                 |

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

City of College Station is included as an Additional Insured on the General Liability Policy, Automobile Liability Policy and Excess Liability Policy if required by written contract between the Named Insured and the Additional Insured. Coverage for the Additional Insured under the General Liability Policy and Automobile Liability Policy shall be provided on a Primary & Non-Contributory basis if required by written contract. Waiver of Subrogation shall be granted to the Certificate Holder under the referenced General Liability, Automobile Liability, Excess Liability and Workers Compensation Policies if required by written contract.

## CERTIFICATE HOLDER

|                                                                         |
|-------------------------------------------------------------------------|
| City of College Station<br>P O Box 9960<br><br>College Station TX 77842 |
|-------------------------------------------------------------------------|

## CANCELLATION

|                                                                                                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| AUTHORIZED REPRESENTATIVE<br><br><i>Wes Bailey</i>                                                                                                             |

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**April 10, 2025**  
**Item No. 7.4.**  
**City Hall Bus Shelter**

**Sponsor:** Jennifer Cain, Director Capital Projects

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the rejection of bids received and cancellation of Invitation to Bid (ITB) 25-017 for the City Hall Bus Shelter project.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

**Recommendation(s):** Staff recommends rejection of the four bids received, and no award for ITB 25-017.

**Summary:** ITB 25-017 was formally bid and opened on January 23, 2025. Four bids were received and reviewed by staff. One bid was disqualified because the submission was incomplete; the remaining bids exceed the cost anticipated and budgeted for these construction projects.

**Budget & Financial Summary:** The rejection of ITB 25-017 will have no impact on the Capital Project or Community Services budget at this time.

**Attachments:**

1. 25-017 Tabulation - Final

BID PROPOSAL  
 College Station City Hall Bus Shelter  
 25-017 ITB  
 Opening  
 Thursday, January 23, 2025, at 2:00 pm CT

| BASE BID                                        |                                                                                                                     |       |      | BH Harris Construction<br>Bryan, Tx                                                                 |               | ERC Environmental & Construction Services, Inc.<br>College Station, TX |              | McDermott Construction LLC<br>College Station, TX |              |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------|-------|------|-----------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------------|--------------|---------------------------------------------------|--------------|
| A. GENERAL CONSTRUCTION ITEMS                   |                                                                                                                     |       |      |                                                                                                     |               |                                                                        |              |                                                   |              |
| ITEM                                            | DESCRIPTION                                                                                                         | QTY   | UNIT | UNIT PRICE                                                                                          | TOTAL         | UNIT PRICE                                                             | TOTAL        | UNIT PRICE                                        | TOTAL        |
| 1                                               | Mobilization                                                                                                        | 1     | LS   | \$ 106,714.63                                                                                       | \$ 106,714.63 | \$ 11,067.00                                                           | \$ 11,067.00 | \$ 25,345.00                                      | \$ 25,345.00 |
| 2                                               | Traffic Control                                                                                                     | 1     | LS   | \$ 3,000.00                                                                                         | \$ 3,000.00   | \$ 37,342.00                                                           | \$ 37,342.00 | \$ 6,250.00                                       | \$ 6,250.00  |
| 3                                               | Erosion and Sedimentation Control                                                                                   | 1     | LS   | \$ 4,000.00                                                                                         | \$ 4,000.00   | \$ 10,155.00                                                           | \$ 10,155.00 | \$ 15,750.00                                      | \$ 15,750.00 |
| 4                                               | Tree Protection                                                                                                     | 1     | LS   | \$ 18,500.00                                                                                        | \$ 18,500.00  | \$ 4,752.00                                                            | \$ 4,752.00  | \$ 4,750.00                                       | \$ 4,750.00  |
| TOTAL SECTION A - GENERAL CONSTRUCTION ITEMS    |                                                                                                                     |       |      | \$                                                                                                  | 132,214.63    | \$                                                                     | 63,316.00    | \$                                                | 52,095.00    |
| B. HARDSCAPE AND LANDSCAPE                      |                                                                                                                     |       |      |                                                                                                     |               |                                                                        |              |                                                   |              |
| 5                                               | Subgrade Preparation and Compaction                                                                                 | 1,105 | SF   | \$ 11.77                                                                                            | \$ 13,005.85  | \$ 12.04                                                               | \$ 13,304.20 | \$ 15.25                                          | \$ 16,851.25 |
| 6                                               | 4" Concrete Sidewalk                                                                                                | 1,105 | SF   | \$ 21.30                                                                                            | \$ 23,536.50  | \$ 19.53                                                               | \$ 21,580.65 | \$ 12.50                                          | \$ 13,812.50 |
| 7                                               | 12" Integral Curb Wall                                                                                              | 95    | LF   | \$ 11.00                                                                                            | \$ 1,045.00   | \$ 116.38                                                              | \$ 11,056.10 | \$ 175.00                                         | \$ 16,625.00 |
| 8                                               | 6" Maroon Traffic Paint                                                                                             | 60    | LF   | \$ 25.00                                                                                            | \$ 1,500.00   | \$ 3.90                                                                | \$ 234.00    | \$ 20.83                                          | \$ 1,249.80  |
| 9                                               | Provide and Install UX Bike Rack;<br>Manufacturer: Madarac; Color: Berry                                            | 3     | EA   | \$ 383.34                                                                                           | \$ 1,150.02   | \$ 1,563.00                                                            | \$ 4,689.00  | \$ 225.00                                         | \$ 675.00    |
| 10                                              | Scooter Parking Striping                                                                                            | 1     | LS   | \$ 100.00                                                                                           | \$ 100.00     | \$ 1,302.00                                                            | \$ 1,302.00  | \$ 500.00                                         | \$ 500.00    |
| 11                                              | Provide and Install Chase Park Litter<br>and Recycle Receptacle                                                     | 2     | EA   | \$ 2,641.50                                                                                         | \$ 5,283.00   | \$ 976.50                                                              | \$ 1,953.00  | \$ 1,150.00                                       | \$ 2,300.00  |
| 12                                              | Provide and Install Chase Park Bench                                                                                | 2     | EA   | \$ 4,061.50                                                                                         | \$ 8,123.00   | \$ 2,550.50                                                            | \$ 5,101.00  | \$ 2,350.00                                       | \$ 4,700.00  |
| 13                                              | Provide and Install Cast Stone Seat<br>Wall                                                                         | 2     | EA   | \$ 600.00                                                                                           | \$ 1,200.00   | \$ 16,486.50                                                           | \$ 32,973.00 | \$ 14,561.00                                      | \$ 29,122.00 |
| 14                                              | Mulch Ring Under Existing Trees                                                                                     | 1     | LS   | \$ 1,200.00                                                                                         | \$ 1,200.00   | \$ 1,302.00                                                            | \$ 1,302.00  | \$ 750.00                                         | \$ 750.00    |
| TOTAL SECTION B - HARDSCAPE AND LANDSCAPE       |                                                                                                                     |       |      | \$                                                                                                  | 56,143.37     | \$                                                                     | 93,494.95    | \$                                                | 86,585.55    |
| C. BUS SHELTER STRUCTURE                        |                                                                                                                     |       |      |                                                                                                     |               |                                                                        |              |                                                   |              |
| 15                                              | Provide and Install Bus Shelter<br>(Including all structural and<br>architectural elements above the<br>foundation) | 1     | LS   | \$ 66,850.00                                                                                        | \$ 66,850.00  | \$ 85,860.00                                                           | \$ 85,860.00 | \$ 97,500.00                                      | \$ 97,500.00 |
| 16                                              | Provide and Install Bus Shelter<br>Foundation                                                                       | 1     | LS   | \$ 19,096.00                                                                                        | \$ 19,096.00  | \$ 33,553.00                                                           | \$ 33,553.00 | \$ 50,826.00                                      | \$ 50,826.00 |
| 17                                              | Provide and Install Acrylic Letters                                                                                 | 1     | LS   | \$ 3,200.00                                                                                         | \$ 3,200.00   | \$ 1,152.00                                                            | \$ 1,152.00  | \$ 17,500.00                                      | \$ 17,500.00 |
| 18                                              | Provide and Install Brazos Transit Logo<br>- Affixed to perforated Metal Panel                                      | 4     | EA   | \$ 3,000.00                                                                                         | \$ 12,000.00  | \$ 1,302.00                                                            | \$ 5,208.00  | \$ 1,500.00                                       | \$ 6,000.00  |
| 19                                              | Provide and Install City of College<br>Station Logo - Affixed to Perforated<br>Metal Panel                          | 2     | EA   | \$ 2,500.00                                                                                         | \$ 5,000.00   | \$ 7,031.00                                                            | \$ 14,062.00 | \$ 3,500.00                                       | \$ 7,000.00  |
| TOTAL SECTION C - BUS SHELTER STRUCTURE         |                                                                                                                     |       |      | \$                                                                                                  | 106,146.00    | \$                                                                     | 139,835.00   | \$                                                | 178,826.00   |
| D. LIGHTING AND ELECTRICAL                      |                                                                                                                     |       |      |                                                                                                     |               |                                                                        |              |                                                   |              |
| 20                                              | Provide and Install 4" LED Brightlinx<br>Strip Lights                                                               | 2     | EA   | \$ 1,427.00                                                                                         | \$ 2,854.00   | \$ 1,284.00                                                            | \$ 2,568.00  | \$ 1,850.00                                       | \$ 3,700.00  |
| 21                                              | Provide and Install Uniform Static<br>White Tape Lighting                                                           | 1     | LS   | \$ 3,524.00                                                                                         | \$ 3,524.00   | \$ 1,664.00                                                            | \$ 1,664.00  | \$ 5,250.00                                       | \$ 5,250.00  |
| 22                                              | Provide and Install Display Kiosk                                                                                   | 1     | EA   | \$ 18,235.00                                                                                        | \$ 18,235.00  | \$ 16,630.00                                                           | \$ 16,630.00 | \$ 25,512.00                                      | \$ 25,512.00 |
| 22.1                                            | Specify Manufacturer and Model<br>Numbers- Submit specification for<br>proposed Display Kiosk                       |       |      |                                                                                                     |               | ODKF OSDFS - 49                                                        |              |                                                   |              |
| 23                                              | Provide and Install Junction Box or<br>GFCI Receptacle Box NEMA 3R with<br>Lockable Cover                           | 3     | EA   | \$ 612.00                                                                                           | \$ 1,836.00   | \$ 150.00                                                              | \$ 450.00    | \$ 850.00                                         | \$ 2,550.00  |
| 24                                              | Provide and Install (2) #10 AWG + (1)<br>#12 AWG GND in 1.5" Conduit<br>(exterior of structure)                     | 1     | LS   | \$ 3,860.00                                                                                         | \$ 3,860.00   | \$ 2,141.00                                                            | \$ 2,141.00  | \$ 4,439.00                                       | \$ 4,439.00  |
| 25                                              | Provide and Install (2) #12 AWG +<br>(1) #12 AWG GND in 1" Conduit<br>(interior of structure)                       | 1     | LS   | \$ 1,340.00                                                                                         | \$ 1,340.00   | \$ 954.00                                                              | \$ 954.00    | \$ 1,900.00                                       | \$ 1,900.00  |
| 26                                              | Provide and Install (2) #6 AWG + (1)<br>#12 AWG GND in 1.5" Conduit<br>(exterior of the structure)                  | 1     | LS   | \$ 4,230.00                                                                                         | \$ 4,230.00   | \$ 3,002.00                                                            | \$ 3,002.00  | \$ 4,864.00                                       | \$ 4,864.00  |
| 27                                              | Provide and Install #8 Grounding<br>Electrode Conductor                                                             | 1     | LS   | \$ 520.00                                                                                           | \$ 520.00     | \$ 1,036.00                                                            | \$ 1,036.00  | \$ 850.00                                         | \$ 850.00    |
| 28                                              | Provide and Install NEMA 5-15R<br>Duplex GFCI Receptacle in NEMA<br>3R Enclosure with lockable cover                | 1     | LS   | \$ 612.00                                                                                           | \$ 612.00     | \$ 267.00                                                              | \$ 267.00    | \$ 700.00                                         | \$ 700.00    |
| TOTAL SECTION D - LIGHTING AND ELECTRICAL ITEMS |                                                                                                                     |       |      | \$                                                                                                  | 37,011.00     | \$                                                                     | 28,712.00    | \$                                                | 49,765.00    |
| Total Base Bid (Section A-D)                    |                                                                                                                     |       |      | \$                                                                                                  | 331,515.00    | \$                                                                     | 325,357.95   | \$                                                | 367,271.55   |
| Total Number of Completion Days                 |                                                                                                                     |       |      | 120 days                                                                                            |               | 120 days                                                               |              | 120 days                                          |              |
| Acknowledge Amendments 1-6                      |                                                                                                                     |       |      | Y                                                                                                   |               | Y                                                                      |              | Y                                                 |              |
| Bid Bonds                                       |                                                                                                                     |       |      | Y                                                                                                   |               | Y                                                                      |              | Y                                                 |              |
| Notes                                           |                                                                                                                     |       |      | One Vendor was deemed non-responsive, items highlighted are calculation errors made by respondents. |               |                                                                        |              |                                                   |              |



**April 10, 2025**

**Item No. 7.5.**

**Records Management System Server Upgrade**

**Sponsor:** Sam Rivera

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on purchasing services for Records Management System Server Upgrade from Central Square in the amount of \$116,323.86.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

**Recommendation(s):** CIO recommends approval

**Summary:** Police and Fire use Records Management System (RMS) to access Public Safety records. They can work on reports and investigations from any location and any device that uses supported browsers. The current RMS servers for Public Safety need to be upgraded since they are still on an older version of the Windows operating system. Microsoft announced support for the current version of Windows Server will be removed within the next few years. CentralSquare is our current vendor for the RMS application. They will assist with upgrading the new servers, installing the RMS software on the new servers, and going live with the new servers. The quote includes the Message Switch and CIM (Centralized Identity Management), which CentralSquare requires for all new upgrades. CentralSquare will also troubleshoot any issues found during the project testing phase. This will be a change order to the existing contract with TriTech/CentralSquare. The total cost for this project is \$116,323.86.

**Budget & Financial Summary:** Funds are available in the CAD/RMS Server Replacement Fund (CO2401).

**Attachments:**

1. 15300406



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

## CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 15300406 PROJECT#: N/A BID/RFP/RFQ#: N/A

**Project Name / Contract Description:** RMS Server Rehost with CIM and Message Switch

**Name of Contractor:** TriTech Software Systems (a CentralSquare Technologies, LLC Company)

**CONTRACT TOTAL VALUE:** \$ 116,323.86

**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 #** 14 ☐ **OTHER** N/A

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

Funds coming from CO2401.

**CRC Approval Date\*:** N/A *(If required)\** **Council Approval Date\*:** 3/27/2025 **Agenda Item No\*:** N/A

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

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

### SIGNATURES RECOMMENDING APPROVAL

Sam Rivera  
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

3/4/2025  
DATE

[Signature]  
ASST CITY MGR – CFO

3/5/2025  
DATE

Baron Longoria  
LEGAL DEPARTMENT

3/5/2025  
DATE

### APPROVED & EXECUTED

Bryan C. Woods  
CITY MANAGER

3/27/2025  
DATE

N/A  
MAYOR (if applicable)

                      
DATE

N/A  
CITY SECRETARY (if applicable)

                      
DATE

Original(s) sent to CSO on

Scanned into Laserfiche on

Original(s) sent to Fiscal on





**SALES ORDER  
PURSUANT TO EXISTING AGREEMENT**

This Sales Order is intended as a binding Agreement between City of College Station, TX ("Customer") and TriTech Software Systems ("TriTech") (a CentralSquare Technologies, LLC company), and shall be effective as of the date of the last signature herein.

**Quote Number:** Q-202411 is attached to this Sales Order as Exhibit "A". The Quote contains a description of all products and services sold pursuant to this Sales Order. The Quote is hereby incorporated by reference as a term of this Sales Order.

**Statement of Work.** Services for the products purchased under this Sales Order shall be governed by the Statement of Work document attached to this Sales Order as Exhibit "B".

**Payment Terms.**

**Services**

50 % due on the Effective Date of this Sales Order

50 % due on the Completion of Services

Payment due in full 30 days from date of invoice.

**Master Agreement.** This Sales Order shall be governed by the terms and conditions of the **System Purchase Agreement (Contract No. 15300406) and the Software Support Agreement (Contract No. 15300407)** (the "Master Agreement"). NO OTHER TERMS OR CONDITIONS OF THE MASTER AGREEMENT ARE NEGATED OR CHANGED AS A RESULT OF THIS DOCUMENT.

**Purchase Order.** Customer may provide TriTech with a valid purchase order, upon execution of this Sales Order. Notwithstanding anything to the contrary herein, purchase orders are to be used solely for Customer's accounting purposes and any terms and conditions contained therein shall be deemed null and void with respect to the parties' relationship and this Sales Order. Any such purchase order provided to TriTech shall in no way relieve Customer of any obligation entered into pursuant to this Sales Order including, but not limited to, its obligation to pay TriTech in a timely fashion.

**Acceptance of Order Terms.** By signing this Sales Order below, Customer represents and warrants that: (a) it has read and understands the Master Agreement and Quote that are incorporated by reference into this Sales Order and agrees to be bound by the terms thereof, and (b) it has full power and authority to accept this Sales Order.

| TriTech Software Systems (a CentralSquare Technologies, LLC company) | City of College Station                         |
|----------------------------------------------------------------------|-------------------------------------------------|
| 1000 Business Center Drive<br>Lake Mary, FL 32746                    | 310 Krenek Tap Rd.<br>College Station, TX 77842 |
| By: <i>Ron Anderson</i>                                              | By: <i>Bryan C. Woods</i>                       |
| Print Name: Ron Anderson                                             | Print Name: Bryan C. woods                      |
| Print Title: Chief Revenue Officer                                   | Print Title: City Mgr                           |
| Date Signed: 3/3/2025                                                | Date Signed: 3/27/2025                          |

**Exhibit A**  
**Quote (attached)**

**Quote #:** Q-202411**Primary Quoted Solution:** PSJ Enterprise**Quote expires on:** June 10, 2025**Quote prepared for:**

Cody Mays

City of College Station

310 Krenek Tap Rd.

College Station, TX 77842

(979) 764-3487

Thank you for your interest in CentralSquare. CentralSquare provides software that powers over 8,000 communities. More about our products can be found at [www.centralsquare.com](http://www.centralsquare.com).

## WHAT SOFTWARE IS INCLUDED?

### CIM AND MESSAGE SWITCH

|    | PRODUCT NAME                                                                 | QUANTITY | UNIT PRICE | DISCOUNT   | TOTAL    |
|----|------------------------------------------------------------------------------|----------|------------|------------|----------|
| 1. | CentralSquare Identity (OP) Annual Subscription Fee                          | 1        | 0.00       |            | 0.00     |
| 2. | CentralSquare Message Switch (OP) Annual Subscription Fee                    | 1        | 9,500.00   | - 2,375.00 | 7,125.00 |
| 3. | CentralSquare Message Switch Direct Integration (OP) Annual Subscription Fee | 1        | 0.00       |            | 0.00     |

|                                                 |                |
|-------------------------------------------------|----------------|
| <b>CIM and Message Switch Software Subtotal</b> | 9,500.00 USD   |
| <b>CIM and Message Switch Software Discount</b> | - 2,375.00 USD |
| <b>CIM and Message Switch Software Total</b>    | 7,125.00 USD   |

## SOFTWARE SUMMARY

|                          |                |
|--------------------------|----------------|
| <b>Software Subtotal</b> | 9,500.00 USD   |
| <b>Software Discount</b> | - 2,375.00 USD |
| <b>Software Total</b>    | 7,125.00 USD   |

## WHAT SERVICES ARE INCLUDED?

### CIM AND MESSAGE SWITCH

|    | DESCRIPTION                                           | TOTAL     |
|----|-------------------------------------------------------|-----------|
| 1. | Public Safety Consulting Services - Fixed Fee         | 13,845.00 |
| 2. | Public Safety Project Management Services - Fixed Fee | 7,410.00  |

3. Public Safety Technical Services - Fixed Fee 23,010.00

**CIM and Message Switch Services Subtotal** 44,265.00 USD  
**CIM and Message Switch Services Discount** - 34,264.59 USD  
**CIM and Message Switch Services Total** 10,000.41 USD

**RMS REHOST**

| DESCRIPTION                                              | TOTAL     |
|----------------------------------------------------------|-----------|
| 4. Public Safety Consulting Services - Fixed Fee         | 19,500.00 |
| 5. Public Safety Data Conversion Services - Fixed Fee    | 36,270.00 |
| 6. Public Safety Project Management Services - Fixed Fee | 17,940.00 |
| 7. Public Safety Technical Services - Fixed Fee          | 32,955.00 |

**RMS REHOST Services Subtotal** 106,665.00 USD  
**RMS REHOST Services Discount** - 7,466.55 USD  
**RMS REHOST Services Total** 99,198.45 USD

**SERVICES SUMMARY**

|                          |                       |
|--------------------------|-----------------------|
| <b>Services Subtotal</b> | 150,930.00 USD        |
| <b>Services Discount</b> | - 41,731.14 USD       |
| <b>Services Total</b>    | <b>109,198.86 USD</b> |

**QUOTE SUMMARY**

|                          |              |
|--------------------------|--------------|
| <b>Software Subtotal</b> | 9,500.00 USD |
|--------------------------|--------------|

**Services Subtotal** 150,930.00 USD

|                       |                       |
|-----------------------|-----------------------|
| <b>Quote Subtotal</b> | <b>160,430.00 USD</b> |
|-----------------------|-----------------------|

|                 |                        |
|-----------------|------------------------|
| <b>Discount</b> | <b>- 44,106.14 USD</b> |
|-----------------|------------------------|

|                    |                       |
|--------------------|-----------------------|
| <b>Quote Total</b> | <b>116,323.86 USD</b> |
|--------------------|-----------------------|

**WHAT ARE THE RECURRING FEES?**

| TYPE                                | AMOUNT   |
|-------------------------------------|----------|
| FIRST YEAR MAINTENANCE TOTAL        | 0.00     |
| FIRST YEAR SUBSCRIPTION TOTAL       | 7,125.00 |
| FIRST YEAR RECURRING SERVICES TOTAL | 0.00     |

The amount totals for Maintenance and/or Subscription on this quote include only the first year of software use and maintenance.

This Quote is not intended to constitute a binding agreement. The terms herein shall only be effective once incorporated into a definitive written agreement with CentralSquare Technologies (including its subsidiaries) containing other customary commercial terms and signed by authorized representatives of both parties.



## **BILLING INFORMATION**

---

Fees will be payable within 30 days of invoicing.

Please note that the Unit Price shown above has been rounded to the nearest two decimal places for display purposes only. The actual price may include as many as five decimal places. For example, an actual price of \$21.37656 will be shown as a Unit Price of \$21.38. The Total for this quote has been calculated using the actual prices for the product and/or service, rather than the Unit Price displayed above.

Prices shown do not include any taxes that may apply. Any such taxes are the responsibility of Customer. This is not an invoice.

For customers based in the United States or Canada, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Customer on the Quote Form.

## **PURCHASE ORDER INFORMATION**

---

Is a Purchase Order (PO) required for the purchase or payment of the products on this Quote Form? (Customer to complete)

Yes [ ☐ ] No [ ☐ ]

Customer's purchase order terms will be governed by the parties' existing mutually executed agreement, or in the absence of such, are void and will have no legal effect.

PO Number:

---

Initials:

---

## ATTACHMENT A

### Terms and Conditions for On-Prem Subscriptions

BY INDICATING YOUR ACCEPTANCE, OR BY USING THE SOFTWARE, YOU ACCEPT THE TERMS AND CONDITIONS AS STATED HEREIN.

1. **Subscription Access.** Customer is purchasing subscription priced software under this Quote. So long as Client has paid the annual subscription fees and is current at all times with the subscription fees as stated herein, CentralSquare grants to Client a limited non-exclusive, non-transferable access to use the subscription software granted in this Quote. Client understands and acknowledges no ownership or any form of intellectual property rights transfer under the terms of this Quote.

If customer terminates this Quote in accordance with the termination for convenience provision below, customer shall be entitled to a pro-rata refund of the annual subscription fee, calculated by the remaining months in the applicable annual subscription.

2. **Termination for Convenience.** This Quote may be terminated without cause by either party by providing written notice to the other party thirty (30) days prior to the date of termination.
3. **Termination of Access Rights.** Upon termination of this Quote, (i) all rights granted herein shall terminate immediately and automatically upon the effective date of such termination; (ii) Customer's right to the accessed software granted herein shall terminate; and (iii) Customer will cease using such software and at CentralSquare's direction return or destroy the software and any supplemental confidential information or documentation.
4. **Right to Audit.** Customer shall maintain for a reasonable period, but in no event less than three (3) years after expiration or termination of this Quote, the systems, books and records necessary to accurately reflect compliance with software access and the use thereof under this Quote. Upon request, Customer shall permit CentralSquare and its directors, officers, employees, and agents to have on-site access at Customer's premises (or remote access as the case may be) during normal business hours to audit such systems, books, and records for the purpose of verifying Customer's use of the software to monitor compliance with this Quote no more than once per year. If an audit reveals that Customer has exceeded the restrictions on use or non-compliance with this Quote, Customer shall be responsible for the reimbursement of all costs related to the audit and prompt payment by Customer to CentralSquare of any underpayment.

**EXHIBIT B**

**Statement of Work**  
(Attached)



**CENTRALSQUARE**  
STATEMENT OF WORK  
PSJ - Enterprise

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# College Station (PS), TX

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*Version 3.0*

1000 Business Center Drive, Lake Mary, FL 32746  
407.304.3235 | Fax: 407.304.3301 | [www.centalsquare.com](http://www.centalsquare.com)

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#### External Version - Document Control

| Date       | Version | Details/Changes                                                          | Author     |
|------------|---------|--------------------------------------------------------------------------|------------|
| 2/13/2024  | 1.0     | Initial Draft for Customer                                               | W. Hayashi |
| 12/13/2024 | 2.0     | Updated language for Hybrid to Web, Addition of CIM/Message Switch scope | W. Hayashi |
| 1/29/2025  | 3.0     | Updates based on Redlines                                                | W. Hayashi |

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## 1 OVERVIEW

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### 1.1 Statement of Work

This Statement of Work (SOW) defines the services and deliverables that CentralSquare will be providing in accordance with the terms and conditions of the Agreement (the “Agreement”) between CentralSquare Technologies, LLC (CentralSquare) and College Station (PS), TX (“Customer”).

This project description includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare and services, Subcontractor activities, third-party products, and services for the implementation of the System and Subsystems specified in the Agreement (collectively the “Project”).

Statement(s) of Work for applicable CentralSquare Subcontractor(s) are presented in [Appendix E – Subcontractor\(s\) Statement\(s\) of Work](#).

The framework of deliverables documented by this SOW for this Project is further defined through additional documents such as: Operational Scenario Documents (OSD); User and Administrator Documentation and training materials.

The scope of work in the project includes:

- Rehosting the Records Enterprise servers from their current Operating Systems and SQL Server versions to the latest supported Operating Systems and SQL Server versions of the product.
- Migrating from a hybrid Classic RMS/Web RMS configuration to full Web Records Enterprise, including:
  - o A Records Enterprise Administrator Workshop to build out a module for Intelligence workflow used in Classic RMS.
  - o Data Conversion of Classic RMS Intelligence Module into Web RMS database
- Addition of CIM and Message Switch Direct Integration for the full Enterprise Suite.

The number and type of software licenses, products, or services provided by CentralSquare, or its Subcontractors are specifically listed in the Agreement and any reference within this document as well as Subcontractors’ SOWs (if applicable) do not imply or convey a software, license, or services that are not explicitly listed in the Agreement.

## 1.2 Project Implementation Definitions

Unless otherwise defined herein, capitalized terms within this document have the meanings described in the Definitions section of the Agreement.

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

- **Agreement** refers to the CentralSquare Solutions Agreement.
- **API** is an acronym for Application Programing Interface. An API is a connection between computers or between computer programs. It is a type of software Interface, offering a service to other pieces of software. A document or standard that describes how to build or use such a connection or Interface is called an API specification. A computer system that meets this standard is said to implement or expose an API. The term API may refer either to the specification or to the implementation.
- **Change Order** is a collective term for communicating and approving all changes in project scope.
- **Codefiles** are the component fields within each product that define the data to be contained within each table.
- **Disaster Recovery (DR)** is the process of preparing for and recovering from a disaster. An event that prevents a workload or system from fulfilling its business objectives in its primary deployed location is considered a disaster.
- **FBI CJIS Security Policy** means the Federal Bureau of Investigations Criminal Justice Information System Security Policy. The essential premise of the CJIS Security Policy is to provide appropriate controls to protect the full lifecycle of criminal justice information (CJI), whether at rest or in transit. The CJIS Security Policy provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI.
- **FDD** is an acronym for Functional Design Document, which is a document that will be developed by a Software Engineer for the purpose of documenting customer Interface requirements.
- **Functional Acceptance Test (FAT)** is a test(s) of specific functionality of the Subsystems of the Enterprise System.
- **GIS** is an acronym for Geographic Information System, which is a system for storing and manipulating geographical information on a computer.
- **Go-Live** is defined as the event that occurs when the Customer first uses a Subsystem, an Interface or Modification in a live operational environment (i.e., production use).
- **Hardware** means any equipment, computer system, servers, storage devices, peripherals, and any other tangible assets purchased under this Agreement.

- **Installation Service Request (ISR)** documents servers required for the implementation and the servers' Hardware/virtual specifications.
- **Interface** is the integration of a third-party software with CentralSquare software.
- **Modification** means changes or additions from the standard version of the Software. The CentralSquare Software is not custom software, and as such, at CentralSquare's discretion Modifications or enhancements to the standard version will be made available in a subsequent version release available to all CentralSquare customers; or as applicable, made available as a separate module or function, separately licensed and priced.
- **Operational Scenario Document (OSD)** is a document that provides an operational description of an Interface, capability, or feature within the applicable CentralSquare solution. OSD documents are of two types:
  - ❖ For standard Interfaces these documents are standard, published CentralSquare documents and are not specific to any Customer.
  - ❖ For customizations (custom Interfaces or custom Features) the OSD will provide a description in sufficient detail that both Customer and CentralSquare team mutually agree to the expected deliverable.
- **Post Go-Live** means the event(s) that occurs before the Customer first uses a Subsystem, an Interface or Modification in a live operational environment (i.e., production use).
- **Pre Go-Live** means the event(s) that occurs before the Customer first uses a Subsystem, an Interface or Modification in a live operational environment (i.e., production use).
- **Project** collectively includes the services and deliverables specified by the Agreement, including if applicable, CentralSquare services, Subcontractor activities, third-party products, and services for the implementation of the System and Subsystems specified in the Agreement
- **Project Management Plan** means collectively the Communications Management Plan; Risk Management Plan; and Change Management Plan that provide the criteria for managing those tasks within the Project.
- **Project Schedule** means the mutually agreed upon schedule providing dates and timeframes for completion of tasks and deliverables during the course of this Project. The Project Schedule is subject to change at the mutual agreement of CentralSquare and Customer as further described in this SOW.
- **SME** is an acronym for Subject Matter Expert, an individual with a deep understanding of a particular topic.
- **Subsystem** means each of the applications described in the Statement of Work including its equipment, other Hardware, and software. In most cases, the Subsystem software will share equipment. Applicable Enterprise core applications, e.g. CAD Enterprise, Mobile Enterprise, Records Enterprise, Jail Enterprise are defined as Subsystems.

- **System** means collectively all Subsystem(s) (e.g. CAD, Mobile, Records, Jail) that make up the integrated computer system.
- **System Integration Test (SIT)** is the scenario-based testing event to test the integration and end-to-end functionality of the system.
- **System Planning Guide** provides system administrators and system planners with a single requirements reference.
- **Task Completion Reports (TCR)** is a formal document presented to the Customer that acknowledges completion of a major task or event.
- **Work Hours:**
  - ❖ Business hours are defined as Monday – Friday, 8:00am-5:00pm (local time)
  - ❖ Default training hours are defined as:
    - Remote Training: Monday - Friday, between 8am-5pm (local time) based on the actual duration of the class.
    - On Site Training: Tuesday – Friday, between 7am-10pm (local time) based on the actual duration of the class.
    - Alternate training schedules (e.g., Monday class starts for classes that would normally start on a Tuesday, multiple classes per day, evening, and weekend classes) are subject to additional cost.

### **1.3 General Customer Responsibilities**

In addition to those Customer responsibilities stated elsewhere in this SOW, Customer is responsible for the following:

- a) Electrical facilities – cabling, network communications, telephone, other voice/data connections and peripherals for system workstations and mobiles for production and training use.
- b) Providing information to CentralSquare staff on network infrastructure, including any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with CentralSquare documentation.
- c) The installation, configuration, maintenance (including patch management and upgrades of Microsoft software on Workstations and Mobiles.
- d) Any Hardware and third-party software or services necessary for implementing the System that is not listed in the Agreement as a CentralSquare Deliverable (not listed as a line item in the Solution(s) and Services Fee Schedule of the Agreement). This includes workstations, server Hardware not included with managed server/hosted solutions, network equipment, telephone or TDD equipment, performance test software, Microsoft licenses, Hypervisor

licenses, Disaster Recovery Software, and services required to extract legacy data and convert into acceptable data formats.

- e) Configuration, maintenance, testing, and supporting the third-party systems that Customer operates and which will be interfaced with as a part of this project.
- f) Consoles, furniture, or fixtures as well as any modifications to install equipment used for Systems or Subsystems specified by the Agreement into existing consoles, furniture, vehicles, or existing facilities. Installation of Workstations into consoles, furniture, vehicles or like items, is the responsibility of Customer.
- g) Customer is responsible for providing remote connectivity to CentralSquare for the purpose of installation, configuration, testing, and troubleshooting of any CentralSquare applications at Customer site.
- h) CentralSquare's approved remote connectivity methods are described in [Appendix J](#).
- i) Connect and configure any third-party Hardware (including but not limited to: Bar Code Scanners, Bar Code Printers, Biometric Fingerprint Scanners, Signature Pads, and dongles) to Customer workstations, if these services are not explicitly sold in the System Agreement.
- j) Active participation of the appropriate personnel with the necessary background knowledge and availability in the Project implementation meetings and working sessions during the course of the Project. Examples of such implementation sessions are System Orientation, Validation and Readiness, FAT, Training, regular Project meetings, discussion regarding Interfaces, network planning and system installation planning.
- k) The provision of data as requested by CentralSquare. This information must be provided on a timely basis in order to meet the project timelines. This information will be provided in a format requested by CentralSquare staff in accordance with CentralSquare documentation.
- l) If Onsite Training is purchased, provide a facility with the required computer and audio-visual equipment for training.
- m) Provision of facilities and electrical power for CentralSquare staff while onsite.
- n) The project timeline will require a commitment by Customer staff to attend project meetings, attend training, and execute action items within the mutually agreed upon defined time parameters in the project schedule.

## **1.4 Project Exclusions**

CentralSquare provides software applications that it develops. These applications are sold as is and are considered to be "Commercial Off the Shelf" (COTS) software packages. The functionality of these products will be based on CentralSquare's current design and functionality of these COTS products, unless otherwise indicated in the Agreement.

- a) Work, software, services, Hardware, Systems, Subsystems, product/software modifications, or any other deliverables not explicitly stated in the Agreement will not be included in the Project.
- b) Any modification to CentralSquare standard products or customizations to such products that are not explicitly stated in the Agreement are excluded from the scope of this Project.
- c) Changes in scope will only be executed through a mutually agreed upon Change Order Process, as described in the Project Management Plan.
- d) CentralSquare is not responsible for the deficiencies in Customer's internal or Contracted network to support Enterprise Suite workstations\mobiles.
- e) CentralSquare is not responsible for the deficiencies in Customer's network.
- f) CentralSquare is not responsible for the removal of the old (legacy) equipment, Hardware, furniture, consoles, cabling, as part of the Project implementation unless specifically stated in the Agreement and this SOW.
- g) This project does not include creation or modification of GIS data by CentralSquare staff.
- h) CentralSquare is not responsible for coordination, management, or covering the cost of any software, work, customization, coding or testing that is required to be performed by any third-party vendors engaged in the context of standard or custom interfaces, unless the work is defined under a Sub-Agreement with CentralSquare within the scope of this Agreement.
- i) CentralSquare is not responsible for the creation or modification of any Crystal Reports, SSRS Reports or other third-party reporting application. This includes changes to connection strings or the migration of custom reports.
- j) CentralSquare is not responsible for submitting NIBRS data to the State. Customer assumes responsibility to take the necessary steps within the Subsystem to submit NIBRS data monthly to the State unless otherwise noted in the Agreement.

## 2 PROJECT CONTROLLING PROCESSES

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### 2.1 Overview

Project Control is the process that includes completing regularly scheduled Project progress meetings and the use of regularly delivered Project progress reports, as well as implementing the processes needed for a Project Management Plan which includes the Communication Management, Risk Management, and Change Management plans.

As part of the Controlling Processes, CentralSquare utilizes a series of measurements and management reviews to mitigate project risks. Checkpoints or milestones are planned into each phase of the Project to measure performance and determine if the Project is ready for the next phase.

Checkpoints are key tasks that act as gates to the next phase of a project. A delay in a milestone may cause a delay in starting or completing subsequent tasks; in effect creating a risk to the overall Project. Therefore, CentralSquare's Project staff closely monitors checkpoint tasks and milestones and promptly notifies the Project Manager of any delay or failure with a milestone task. Milestone delays on the part of either party will trigger an overall review of Project activities so that risks can be assessed and properly managed. In the event that either party becomes aware of a delay, notification shall be provided to the other party as soon as reasonably possible.

Evaluation of overall Project status at each checkpoint is essential to ensure that the Project is effectively progressing toward completion and that new risks are not being introduced. In many cases, Project activities leading to a checkpoint are interrelated to later scheduled tasks. Success at checkpoints diminishes the risk to the Project going forward.

As part of the controlling process, upon completion of significant milestones and or tasks, CentralSquare will submit a Task Completion Report (TCR) to Customer. The TCR serves as a formal tool for the purpose of verifying with Customer that the work has been performed, services rendered, and products delivered according to the requirements specified within the SOW and/or related documents.

TCRs are presented to Customer by CentralSquare's Project Manager for signature. Some TCRs may trigger a Project payment, in accordance with the payment terms within the Agreement. Upon execution of a TCR that is tied to a Project payment milestone, Customer will receive an invoice from CentralSquare's Accounting Department which must be paid based on the terms and conditions of the Agreement.



The TCR will include the following information:

- a) Description of Work performed, and products delivered.
- b) Comments noting any special circumstances.
- c) Product/Service deliverables listing the Agreement line items that are being recognized as delivered and will be invoiced.
- d) Related Payment Terms in accordance with the Agreement, for Agreement line items that will be invoiced relative to the TCR.

### **2.1.1. CentralSquare Responsibilities**

- a) CentralSquare will prepare and submit TCRs for Customer's signature upon completion of the applicable task.
- b) TCRs that trigger a payment will include the payment amount in accordance with the Agreement payment schedule.

### **2.1.2. Customer Responsibilities**

- a) The Customer for reviewing and approving all TCRs within a five (5) business day period from the time of receipt less any challenges to the validity of the report.
- b) In the event that the Customer disagrees with a TCR, Customer shall submit to CentralSquare a written explanation detailing why the Customer believes that the subject of the TCR and/or tasks have not been completed in accordance with the Agreement or this SOW. Such notification from the Customer shall be provided to the CentralSquare Project Manager within five (5) business days of receipt of the TCR.

## **2.2 Change Order Process**

Either party can request changes to the scope of the project at any time. Since a change may affect the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW, both parties must approve each change in writing and agree on the impact each change may have on the Agreement and related attachments.

The purpose of the Change Order process is to manage any significant changes to the Project as described in this SOW or related documents as referenced within the SOW. These changes may include but are not limited to a modification to Project scope, standard or custom products' functionality, CentralSquare and Customer's identified roles and responsibilities, Project payment terms, and modifications to the scope or delivery location of services within the Project. All significant changes must be documented through the Change Order process. The type of documentation needed will depend on the nature and significance of the change.



A Project Change Order will be the vehicle for communicating and approval of the changes. Whether initiated by Customer or CentralSquare, all Change Orders will be documented by the CentralSquare Project Manager. The Change Order shall describe the requested change, the party requesting the change, and the effect the change will have on the project, including the price, project deliverables, this SOW, the supporting project schedule, and/or the terms of the Agreement for this SOW.

Once the Change Order is generated, Customer Project Manager and CentralSquare Project Manager will review the proposed change and communicate as necessary to answer any questions, and/or work to resolve any issues preventing acceptance of the Change Order by both parties. Upon the approval by both parties the Change Order will be authorized for implementation.

The creation of some Change Orders may, depending upon the scope of the requested change, require fees for CentralSquare to properly investigate and scope of the requested change. If additional fees are required by CentralSquare to create a Change Order, those fees will be identified and communicated to Customer Project Manager prior to CentralSquare's investigation of the requested change. In such situations, CentralSquare will only proceed with the investigation required to create the Change Order if Customer has agreed to pay the additional fees associated with creation of the Change Order.

### **2.2.1. CentralSquare Responsibilities**

- a) CentralSquare will capture the necessary information required to prepare Change Order and submit to the Customer.

### **2.2.2. Customer Responsibilities**

- b) When applicable, Customer will identify the services or deliverables that will be subject to a Change Order, per the Agreement between both parties.
- c) When applicable, Customer will identify changes to application features or functionality, Interfaces, or any other Subsystems that will require a Change Order. This process may also include participation in the requirements process.
- d) Customer will approve and process Change Orders in a timely manner.

## **2.3 Project Reporting**

CentralSquare will provide Monthly Status Reports advising Customer Project Manager and key Customer Project Stakeholders of the progress and status of project activities. This report will include the significant accomplishments, planned activities, issues, and potential risks associated with CentralSquare and CentralSquare's Subcontractors' deliverables. The Project Status Reports will include the following:

- a) Accomplishments during the Reporting Period.
- b) Planned upcoming activities.
- c) Issues.
- d) Risks.
- e) Key Action Items.

In addition, the CentralSquare Project Manager will provide the following:

- a) Bi-weekly status calls.
- b) Monthly status report and schedule updates.

### **2.3.1. CentralSquare Responsibilities**

- a) Provide a written report of Project status once a month.
- b) Track issues and action items to closure.
- c) Conduct status calls every two weeks.
- d) Maintain an up-to-date Project Schedule.

### **2.3.2. Customer Responsibilities**

- a) Review the written report of Project status and provide feedback within five (5) business days in order to ensure that the documentation is correct.
- b) Participate in Project status meetings.
- c) Ensure participation of personnel in tasks and meetings.

## **2.4 Document Review**

In the course of the Project, CentralSquare will deliver several documents to the Customer for review. These documents will include but are not limited to the Functional Acceptance Test Procedures, Project Schedule, OSD, and training materials for the Project. Approved documents are returned to the CentralSquare Project Manager. All documents will be provided via electronic copy. If Customer desires printed (hard copy) documentation, it is their responsibility to print and bind the desired copies. The CentralSquare Project Manager will retain a copy and provide the Customer with a copy.

Should the Customer find any document unacceptable, Customer must provide specific reasons in writing to the CentralSquare Project Manager. CentralSquare can then assess any required corrective measures and make revisions or modifications to provide acceptable documents within a mutually satisfactory timeframe.

In order to ensure compliance with the Project Implementation Schedule, Customer is responsible for the review of such documents and providing any comments to CentralSquare within five (5) business days.

#### **2.4.1. Documents Subject to Customer Approval**

- a) Change Orders
- b) Operational Scenario Documents (OSD)
- c) Functional Acceptance Test Procedure documents
- d) Task Completion Reports (TCR)

### **2.5 Documents Subject to Customer Review not Requiring Approval**

***Note:** The Project Schedule and any changes hereto are to be mutually agreed upon between Customer and CentralSquare.*

- a) Functional Design Documents (FDD)
- b) Status Reports
- c) Project Schedule

#### **2.5.1. CentralSquare Responsibilities**

- a) Distribute the documents to Customer.
- b) Coordinate the process to consolidate comments and edit documents.
- c) Manage the signoff process for applicable documents and the distribution of originals to Customer and CentralSquare for filing.

#### **2.5.2. Customer Responsibilities**

- a) Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for configuration sheets, Change Orders and/or Sales Orders.
- b) Review the documents presented and provide the appropriate information back to CentralSquare within five (5) business days for requirements documents defined above. Unless unanticipated changes to the Project Schedule would warrant a shortened turn around.

### **2.6 Third Party Management**

CentralSquare will be responsible for the management of third parties that have been identified as Subcontractors within the Agreement.

As part of the Subcontractor agreement, all communications between those third parties and the Customer will be managed by CentralSquare. Any communication directly between Customer and third parties that may require or imply the promise of a material change in scope or responsibilities will not be acknowledged by CentralSquare unless an appropriate Change Order has been prepared.

Conversely, the Customer will be responsible for the management of third parties that CentralSquare is not responsible for. The Customer will be responsible for the facilitation of discussions and the acquisition of materials from those third parties that are necessary for the configuration and development of the Customer's System.

### **2.6.1. CentralSquare Responsibilities**

- a) Assume responsibility for third parties that are the responsibility of CentralSquare within the terms of the Agreement between CentralSquare and Customer.
- b) Process any Change Orders that may arise from a material change in scope where third parties are concerned.
- c) Inform Customer when configuration and or programming will require interaction and/or documentation from a third party which is not the responsibility of CentralSquare under the Agreement between CentralSquare and Customer.

### **2.6.2. Customer Responsibilities**

- a) Work directly through CentralSquare with regard to third parties that are the responsibility of CentralSquare.
- b) Review, sign and process any Change Orders that may arise from a material change in scope where third parties are concerned.
- c) Facilitate interaction between CentralSquare and third parties not the responsibility of CentralSquare to include conference calls, answers to questions and documentation as requested.

## 3 PROJECT INITIATION AND PLANNING

---

### 3.1 Overview

Project initiation and planning involves gathering the necessary Project specific information in order to produce a Project Management Plan and a Project Schedule. In short, Project Planning consists of those processes designated to establish when and how the Project will be implemented while further elaborating on project deliverables. Most of the information exchange between Customer and CentralSquare during this process is at a high-level and consists of interaction between both Project Managers and a small group of Project stakeholders.

Major deliverables for the Project Planning phase are the specific Project Management Plans, and a baseline Project Schedule.

The project must be managed in a manner that will allow for the adjusting the Project Management Plan and Project Schedule to address the circumstances that affect a project during Project Execution. As a result of these changes during the Project life cycle, Project Planning will overlap each subsequent process during the Project. Project Planning tasks will decrease in frequency as checkpoints are completed and as the Project nears Go-Live and Project completion.

**Note:** *The Project Schedule is a living document, subject to change during the course of the Project due to several factors such as change in Project scope, scheduling conflicts, delay in approving project documents, resource availability, etc. All changes to the Project Schedule will be discussed between both parties and will be incorporated within a published schedule upon approval from Customer and CentralSquare.*

#### 3.1.1. CentralSquare Responsibilities

- a) Assign a Project Manager to the Project to participate in initiation phase activities.
- b) Produce required documentation to support initiation activities (such as Operational Scenario Document (OSD), etc.).
- c) Identify and engage the CentralSquare Project team responsible for carrying out Project Execution.
- d) In collaboration with Customer, develop the Project Management Plan (includes the Communication Management Plan, Risk Management Plan, and Change Management Plan).
- e) Baseline the Project Schedule.

- f) Prepare and submit the TCRs for Customer acceptance of the Project Management Plan as defined above.
- g) Develop and submit invoice for payment due at execution of the Agreement.

### **3.1.2. Customer Responsibilities**

- a) Assign a Project Manager for the Project to participate in initiation phase activities.
- b) Identify and engage Customer's Project team.
- c) Review and comment on the CentralSquare Project Management Plan and the Project Schedule.
- d) Review and comment on CentralSquare provided documentation to support initiation activities.
- e) Approve the TCRs for the Project Management Plan within five (5) business days.

## **3.2 Project Kick Off**

During the planning phase, the CentralSquare Project Manager will hold a kickoff meeting with Customer's Project team. During the kickoff meeting, the CentralSquare Project Manager will provide an overview of the following:

### **3.2.1. The CentralSquare Execution Process**

- a) A high-level description of project deliverables.
- b) Roles and responsibilities for the Project team members.
- c) A high-level review of the preliminary Project Schedule including projected Project milestones and checkpoints.
- d) Describe the work that has been either completed, is in progress or is due to begin within the immediate future.
- e) Review any project related questions from Customer's team.

### **3.2.2. CentralSquare Responsibilities**

- a) Prepare the agenda and set a date for the kickoff that is convenient to Customer and CentralSquare Team.
- b) Distribute any documents that Customer should review in advance of the kickoff meeting.
- c) Conduct the kickoff meeting.

### **3.2.3. Customer Responsibilities**

- a) Work with the CentralSquare Project Manager to facilitate scheduling a date for the kickoff meeting.
- b) Schedule the appropriate personnel from Customer's team to attend. This should also include key stakeholders that may not participate routinely in Project operations, but who have authority or responsibility over the Project.
- c) Provide adequate accommodations to include adequate seating and audio-visual equipment including a projector(s), screen, and whiteboard.

## 4 PROJECT EXECUTION

### 4.1 Overview

Project Execution focuses on the development and delivery of project deliverables. processes will be iterative and consist of 1) a review of deliverable documents; 2) development, configuration, installation and testing of software and Hardware deliverables, and 3) delivery of Project related services such as project related training. These processes are iterative in nature with a number of checkpoints to evaluate project progress. Each deliverable has a closing process which consists of specific completion criteria. These deliverable closing processes are independent from the closing process of the Project.

All installation and configuration of Hardware, as well as CentralSquare software upgrades for this project will be performed remotely.

### 4.2 System Installation

**Overview:** System installation is one of the early processes in the Project implementation phase and has a significant impact on and critical dependency on several key activities. On-Premise Hardware provisioning is the responsibility of the Customer. Installation of CentralSquare software on on-premise Hardware is the responsibility of CentralSquare.

The following Servers will be rehosted from their current Operating Systems and SQL Server Versions to the latest supported Operating Systems and SQL Server versions per product. This involves standing up the new servers side by side with the old servers, installing and configuring the applications and migrating configuration and data at the Go Live:

| Server Name | Function                      | Environment | Notes                                                                                 |
|-------------|-------------------------------|-------------|---------------------------------------------------------------------------------------|
| INFRMS      | Records Classic Server        | Production  | Classic RMS Database will be migrated to INFSQLWEB and server will be decommissioned. |
| INFSQLWEB   | Records SQL Server            | Production  | Re-IP and Rename: RMS-D-PR                                                            |
| INFWEBAPP   | Records IIS Server            | Production  | Re-IP and Rename: RMS-A-PR                                                            |
| RMSASH-A-PR | Records ASH Server            | Production  | Already on Server 2019; Not included in scope of rehost                               |
| RMSSCH-A-PR | Records Elastic Search Server | Production  | Already on Server 2019; Not included in scope of rehost                               |



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|              |                               |            |                                                                                          |
|--------------|-------------------------------|------------|------------------------------------------------------------------------------------------|
| INFTTMS      | Message Switch\TTMS\Proxy\CIM | Production |                                                                                          |
| New Server   | RMS Interface SQL             | Production |                                                                                          |
| New Server   | RMS Interface App             | Production | Coplogic DORS and BCSO interface to be rehosted to Interface server                      |
|              |                               |            |                                                                                          |
| INFTRNRMS    | Records Classic Server        | Training   | Classic RMS Database will be migrated to INFTRNSQLWEB and server will be decommissioned. |
| INFTRNSQLWEB | Records SQL Server            | Training   | Re-IP and Rename: RMS-D-TR                                                               |
| INFTRNWEBAPP | Records IIS Server            | Training   | Re-IP and Rename: RMS-A-TR                                                               |
| RMSASH-A-TR  | Records ASH Server            | Training   | Already on Server 2019; Not included in scope of rehost                                  |
| RMSSCH-A-TR  | Records Elastic Search Server | Training   | Already on Server 2019; Not included in scope of rehost                                  |
|              |                               |            |                                                                                          |
| INFTSRMS     | Records Classic Server        | Test       | Classic RMS Database will be migrated to INFTSFBR and server will be decommissioned.     |
| INFTSFBR     | Records SQL Server            | Test       | Re-IP and Rename: RMS-D-TS                                                               |
| INFTSWEBAPP  | Records IIS Server            | Test       | Re-IP and Rename: RMS-A-TS                                                               |
| RMSASH-A-TS  | Records ASH Server            | Test       | Already on Server 2019; Not included in scope of rehost                                  |
| RMSSCH-A-TS  | Records Elastic Search Server | Test       | Already on Server 2019; Not included in scope of rehost                                  |
| INFTSCIM     | Message Switch\TTMS\Proxy\CIM | Test       |                                                                                          |

#### **4.2.1.1**

##### **On-Premise Components:**

CentralSquare will either purchase and provision the server Hardware via a partner, or if the Customer is purchasing the Hardware CentralSquare will give guidance on Hardware specifications for Customer purchasing.

CentralSquare gives guidance on Virtual provisioning after On-Premise Hardware has been purchased and integrated into the Customer's network. CentralSquare utilizes a sizing and prerequisites document called an ISR (Installation Services Request) to convey specifications and guidelines for the Customer to create the virtual machines needed for software installation.

The administration services of the On-Premise environment is the responsibility of the Customer, including support, operation, and maintenance of the underlying infrastructure.

On-Premise installation of CentralSquare software takes place after On-Premise servers are provisioned and prepared for installation.

#### **4.2.2. Review Hardware Specifications (On-Premise Components)**

The Review of Hardware specifications is a review of the requirements for any On-Premise Components, be they servers, workstations or peripherals. The Review process is intended to function as an informational exercise for the Customer for any On-Premise Hardware sizing.

#### **4.2.2.1**

##### **Customer Procured Server Hardware:**

CentralSquare and Customer will review the Hardware specifications and third-party software components to ensure that the correct Hardware and third-party software components are procured. CentralSquare will provide Customer with a Hardware sizing document listing the Hardware and third-party software specifications required for this Project. CentralSquare will provide an overview of deployment recommendations for the CentralSquare Enterprise Suite, to the Customer. CentralSquare will not reverse engineer third party Hardware quotes or Bills of Materials to certify specifications.

#### **4.2.2.2**

##### **Workstation and Peripheral Hardware:**

CentralSquare will review workstation and any peripheral specifications with the Customer.

#### **4.2.2.3 CentralSquare Responsibilities**

- a) Provide Hardware Sizing\Third party-software documentation to Customer prior to the review meeting.
- b) Provide System Planning Guide to Customer prior to the review meeting.
- c) Schedule and participate in review meeting.

#### **4.2.2.4 Customer Responsibilities**

- a) Provide technical resources for the review meeting.
- b) Review and understand Hardware and third-party software documentation.

### **4.2.3. Procurement\Allocation of Hardware and Third-party Software (On-Premise Components)**

This task is for the net new procurement of Hardware and third-party software and equipment per the specifications provided by CentralSquare for the On-Premise components. If there is no net new Hardware purchase associated with the Agreement, either by CentralSquare or the Customer, this task represents the allocation of existing resources for On-Premise components by the Customer.

#### **4.2.3.1 CentralSquare Responsibilities**

- a) None

#### **4.2.3.2 Customer Responsibilities**

- a) The Customer is responsible for the procurement of Hardware and third-party software based on the specifications from the Hardware and third-party software review.

### **4.2.4. Basic Server Integration (On-Premise)**

Basic server integration includes placing the servers in the racks, creating the virtual environment, provisioning virtual machines, joining them to the existing domain, and establishing remote connectivity capability via the CentralSquare remote support solution for authorized CentralSquare personnel to perform configuration.

These activities will be coordinated between CentralSquare and Customer IT staff. Guidance will be provided by way of a technical kickoff meeting with CentralSquare's Technical Services Installation team and with the use of the ISR (Installation Services Request) process which organizes the information into CentralSquare's preferred format.

To begin the software installation phase CentralSquare must have Customer-authorized remote connectivity to the servers, documentation of server names, IP addresses,

Administrator Account Information (Username, Password), Services Account Information, and the location of 3<sup>rd</sup> Party Software media (such as SQL).

If the connectivity, servers, server details, accounts and media are not ready two weeks prior to the scheduled installation, the Project may need to be rescheduled, which may have an impact on the overall Project timelines.

#### **4.2.4.1 Customer Provided Basic Server Integration:**

Customer will perform basic server integration for all On-Premise servers.

The site must be prepared and ready for the installation of CentralSquare software as detailed in CentralSquare's documentation including the System Planning Guide no later than two (2) weeks prior to the scheduled Installation date. Delay in providing this information in its complete form will result in a delay in the Installation and the activities that follow installation of the System.

#### **4.2.4.2 CentralSquare Responsibilities (Customer provided Basic Server Integration)**

- a) Host a technical kickoff meeting to review the requirements for Installation including the Installation Service Request (ISR) Document.
- b) Distribute the Installation Service Request (ISR) document to Customer.
- c) Assist in Customer in completing the ISR.
- d) Review the completed ISR prior to the installation.
- e) At least one (1) week prior to installation, a member of the CentralSquare Technical Services team will verify: (1) connectivity to Customer site via CentralSquare's remote support solution, (2) connectivity to each of the servers, and (3) access to all required security accounts.
- f) Prepare and submit a TCR for Customer review and approval upon completion of these activities.

#### **4.2.4.3 Customer Responsibilities (Customer provided Basic Server Integration)**

- a) Have appropriate subject matter experts attend the technical kickoff meeting.
- b) Provide the facility suitable to house Server Hardware and network infrastructure.
- c) Have a member of Customer's IT staff available while software/network configuration is being performed.
- d) Provide all horizontal and vertical cable runs, pathways, coring, access points, floor cutting or drilling, and related tasks related to cable and equipment installation.

- e) Provide all external Interface connection points, electrical power and other receptacles within manufacturer recommended distance of the equipment and all peripheral components.
- f) Provide electrical facilities (e.g., outlets, generator, and other electrical infrastructure facilities required for this project, including necessary maintenance.
- g) Provide cabling (e.g., power, network, Interface, and other electrical and data transmission lines) required for this project, including necessary maintenance. All lines will be clearly identified and tested.
- h) Provide and install all data communication equipment, switches, routers, and other components necessary for system operation and maintenance, connection to remote sites to other systems, and to other agencies.
- i) Provide network/communications connections (e.g., LAN/WAN, commercial wireless, telephone, VPN, and other voice/data connections), and maintain ongoing network/communications charges associated with installation, operation or support of the proposed system including the establishment and maintenance of security accounts.
- j) Configuration and/or programming of network routers, switches, and bridges – this includes providing information to CentralSquare staff on any firewalls within the overall network that the system will operate and necessary port access for the system to operate in accordance with CentralSquare documentation.
- k) Provide TCP/IP communications and connection to the server equipment for any existing networks, workstations, mobiles, and printers that are to have access to the CentralSquare applications.
- l) Obtain all necessary IP addresses and schemes.
- m) Perform basic server integration including, but not limited to:
  - i. Installation of servers in applicable racks.
  - ii. Connecting servers to network switches.
  - iii. When deploying a SAN, configure the applicable RAID configuration, create the LUN(s), and present them to the physical or virtual servers.
  - iv. Installation and configuration of the virtual environment.
  - v. Creation of Virtual Machines
  - vi. Assign Server Names and IP Addresses to virtual machines
  - vii. Install operating system software, perform Windows Genuine Advantage validation, and install all Windows Updates.

- viii. Provision of Domain and/or Joining servers to an existing Customer domain.
- ix. Enable and configure DNS, enable, and configure DHCP if required.
- n) Installation of CentralSquare prerequisite software.
- o) Create and maintain any local, third party or public SSL certificates for the On-premise servers which require them, per CentralSquare documentation.
- p) Allow and establish CentralSquare access to all system administrative accounts on all servers running CentralSquare licensed Software.
- q) Gather all necessary configuration documentation which includes machine naming, IP addresses, Administrator Account information, Service(s) Account information, naming convention, and connectivity as prescribed in the Installation Services Request (ISR) and return the ISR to CentralSquare.
- r) Provide CentralSquare with a high-level network diagram. The diagram should be provided prior to CentralSquare installation.
- s) Install all workstations and peripheral equipment, including scanners, printers, barcode readers, etc.
- t) Approve the applicable TCR.

#### **4.2.5. System Installation (On-Premise)**

CentralSquare Technical Services Engineers will perform the CentralSquare software installation. These services will be performed remotely and include installation of the Contracted CentralSquare products as specified in the Basic Server Integration portion of the project.

These installation activities will be coordinated between CentralSquare and Customer. CentralSquare will host a technical handoff meeting with the Customer to advise on ongoing maintenance of the on-premise system.

If Customer does not follow the processes and procedures detailed in the CentralSquare System Planning Guide and technical handoff and this results in a need for reinstallation of the Hardware or software, the reinstallation effort will be performed at additional cost to Customer If determined to be because of a significant oversight deviating from the System Planning Guide and technical handoff.

##### **4.2.5.1 Prerequisites for this Task:**

- a) Completion of Basic Server Integration Task.

- b) Completed ISR.
- c) Completed High Level Network Diagram.
- d) Provision and Testing of Remote Access and Server User Accounts.
- e) Location of SQL Installation Media and Keys.
- f) Provision of SSL Certificates.

#### **4.2.5.2 Customer Responsibilities**

- a) Allocate appropriate onsite Project personnel to support CentralSquare personnel during configuration tasks as necessary and designate a primary point of contact to be available to address and answer questions that arise during the installation of the baseline application software. Appropriate Customer personnel include the necessary IT personnel and database administrator(s) as needed during installation.
- b) Customer is responsible for making the SQL media and license keys available to CentralSquare for installation.
- c) Have appropriate subject matter experts (usually Customer IT) attend the technical handoff meeting.
- d) Complete the configuration of workstations (after the installation of any contracted number of workstations by CentralSquare) using the Prerequisite Software Package and applicable Launch configurations.
- e) Put in place CentralSquare's recommended backup procedures as outlined in the System Planning Guide and ensure backup procedures are consistently followed beginning at the completion of this task.
- f) Install and configure virus scanning and other security software as outlined in the System Planning Guide.
- g) After completion of the initial installation and configuration of System servers, Customer will be responsible for maintaining the System based on CentralSquare System Planning Guide, and the technical handoff meeting and associated document from CentralSquare Technical Services department.
- h) Review and approve the TCR from the technical handoff meeting.

#### **4.2.5.3 CentralSquare Responsibilities**

- a) Install and configure Microsoft SQL to operate with each of the applicable CentralSquare product(s).
- b) Install and configure the applicable CentralSquare system(s) on the designated servers and applicable environments as specified in the Agreement.
- c) Integrate on-premise components to cloud installed components.



- d) Provide verbal support to Customer with self-installation procedures for the workstations.
- e) After completion of the initial installation and configuration of each major System (such as Records Enterprise servers), a member of Technical Services team provides a technical handoff meeting to the designated staff from Customer's information Technology team via a conference call. The following major topics will be discussed during this technical handoff:

Proper procedures for performing System Backups:

- i. File Structure – Inclusions and exclusions
  - ii. Databases
  - iii. Moving backups to media
  - iv. Procedures for refreshing test/training system (and related documentation) if applicable
  - v. Approved configuration and use of Virus Scan software
  - vi. Approved procedure for application of Windows updates
  - vii. System Upgrade process and procedures
  - viii. Support Website and CentralSquare list server access
  - ix. Managing/Reviewing system logs (SQL and Event Logs)
- f) Provide a Network Layout Diagram of the installed servers.
- g) Provide a list of network ports and protocols utilized for the purpose of securing the system.
- h) Prepare and submit a TCR upon completion of the installation tasks and activities.

#### **4.2.5.4 Disaster Recovery Provisioning (On-Premise)**

Disaster Recovery Licensing per product is required for any on-premise Disaster recovery solution, whether it is implemented by CentralSquare, a third party, the Customer or any combination of these. The licensing is for the right to use the software in a Disaster Scenario.

Disaster Recovery is intended for core on-premise production system recovery and does not extend to replicated reporting systems or test\training systems.

Disaster Recovery is not High Availability. Disaster Recovery is a process intended to stand up the entire on-premise setup at another location for operational continuity, not migrate individual servers or services on an ad-hoc basis. Disaster Recovery does not address downtime concerns due to software updates of any kind. The Disaster



Recovery solution may contain some elements which do utilize a clustered High Availability approach, as supported by the CentralSquare Enterprise Suite, and as contracted for.

Disaster Recovery is not a system intended to be used as backup software, point-in time snapshots, or for malware/ransomware recovery since the replication is an ongoing process.

In the event where there is a significant failure of the primary server infrastructure, the Disaster Recovery environment allows staff to connect to a Disaster Recovery System located at a remote location to continue operations. This scenario is particularly applicable in situations that involve power and/or network outages, facility failure, and lack of access to the primary server environment.

The synchronization between Primary and the Disaster Recovery server requires CentralSquare approved third-party Disaster Recovery Software product(s). If the license for this synchronization software is not explicitly listed in the Agreement (purchased through CentralSquare) the Customer is responsible for procurement of the required licenses for this software.

If contracted to provide the Disaster Recovery replication software directly or via a CentralSquare Subcontractor, CentralSquare and/or CentralSquare's Subcontractor will provide the software, install the software and provide Disaster Recovery software training and/or documentation.

If the Customer sources Disaster Recovery replication software, the Customer is responsible for providing the software, installation of the software, documenting the procedure and training any staff necessary for the failover operation.

In all cases, whether the replication software is contracted via CentralSquare and/or CentralSquare Subcontractor or provided by the Customer, CentralSquare Technical Services staff will be available for One (1) Failover and Failback operation as part of this engagement.

The Customer must ensure that trained personnel are available for failover/failback and that applicable documentation is carefully followed.

If the Failover and Failback operation is unsuccessful due to CentralSquare and/or Subcontractor misconfiguration or error, Failover and Failback testing will continue until there is a successful Failover and Failback operation. If the Failover and Failback operation is unsuccessful due to Customer configuration (including network issues

between the sites, or between Customer software and the DR site), further tests with CentralSquare involvement will need to be contracted with a Change Order.

If the Customer's preference is to have multiple Failover and Failback tests with CentralSquare involvement, this can also be accommodated with a Change Order.

All Failover and Failback tests are to take place in the pre-production environment. If a Post Go-Live Failover and Failback test is required, this will need to be specifically contracted for.

Additional Information on Disaster Recovery is available in the Enterprise System Planning Guide.

## 4.3 Migration to Web Only Records Enterprise

The migration to Web Only Records Enterprise is implemented through a series of standard steps and process gates designed to ensure that operational needs are identified, configurations are verified and tested to validate the proper functionality prior to Go-Live.

### 4.3.1. Records Enterprise Migration Process Overview

| Major Task        | Description                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Kickoff           | Initial activity to kick off work on deliverable.                                                                                                                                                                                                                                                                                                                                                                                                         |
| Workshops         | CentralSquare and Customer will conduct workshops as indicated in the approved Project Schedule.<br><br>The Records Enterprise Consultant will update the appropriate role(s) to provide the appropriate permissions for the additional web code table management and any additional features to be enabled.                                                                                                                                              |
| Base System Build | After workshops, Customer assumes ownership of building/updating and maintaining modules and templates.                                                                                                                                                                                                                                                                                                                                                   |
| Consulting Review | The Consultant will review System Code Tables and Number Control.                                                                                                                                                                                                                                                                                                                                                                                         |
| Go-Live           | CentralSquare Technical Services Engineer (TSE) will update the “well known value” code value to update Enterprise Records Management system from hybrid to web only for code table management. The TSE will also rehost the Classic RMS database to the Web RMS database servers allowing the Classic RMS servers to be decommissioned.<br><br>The Consultant will complete an evaluation of the system after being updated to a “Web-Only” environment. |

### 4.3.2. Records Enterprise Workshops

CentralSquare will conduct Records Enterprise workshops after the Records Enterprise Administration and Review Training has been completed. Workshops are specified in the Agreement but include:

#### **Records Enterprise Workshop – Admin Workshop**

Review, configuration, and completion of building an additional Agency within Records to support the transition of the Classic RMS Intelligence module to Web Records Enterprise including the queues, templates, and code tables.

In preparation for the workshop, CentralSquare Technical Services and Consulting will create a new “Intelligence” agency within Records Enterprise to replace the Intelligence module used in Classic RMS.

Participants include key members of Customer’s implementation team to include Records central and local administrators, and each key functional area, and should not exceed ten (10) students.

Refer to [Appendix Y - Workshop and Training Summary](#) for a complete listing applicable to this project.

#### **4.3.2.1 CentralSquare Responsibilities**

- a) Schedule workshops in accordance with Customer’s availability and the Project Schedule.
- b) Prepare and distribute the meeting agendas and documents for Customer review or completion prior to each workshop.
- c) Conduct workshops based on the distributed agenda.
- d) Prepare and submit a TCR upon completion of the workshop.

#### **4.3.2.2 Customer Responsibilities**

- a) Provide adequate environment to conduct the workshop.
- b) Ensure participation of the appropriate personnel.
- c) Continue system building activities as directed.
- d) Review and approve the applicable TCR.

#### **4.3.3. Records Enterprise Base System Build**

| Major Task | Description                                                                                                                      |
|------------|----------------------------------------------------------------------------------------------------------------------------------|
| Overview   | After completion of the Records Enterprise workshop, Customer assumes ownership of completion and ongoing maintenance of system. |

|                       |                                                                                                                                                                                                                           |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Customer Participants | Records Enterprise Administrators and core members of Customer implementation team who can address key points and make configuration decisions while participating in the system building process.                        |
| Output                | <p>Customer completes and maintains system files and templates, to include Personnel, Roles, Property Locations, and Violation Codes.</p> <p>The CentralSquare Consultant will provide ongoing consultation services.</p> |

#### 4.3.3.1 CentralSquare Responsibilities

- a) Monitor and evaluate System build throughout implementation and provide guidance as needed.

#### 4.3.3.2 Customer Responsibilities

- a) Provide timely input and updates to Templates, Workflows, Users, Roles, and System codes.
- b) Continue and complete building the Templates, Workflows, Users, Roles, and System files (those not built by CentralSquare).

**Note:** Any changes required to Records Enterprise templates required for standard or custom Interface work is the responsibility of Customer.

#### 4.3.4. Decommissioning of Classic RMS Servers

This project assumes coordination with the project to rehost Enterprise Suite servers. The Technical Services Engineers will update the “well known values” to a Web Only configuration. The Technical Services Engineers will rehost the Classic RMS databases to the Records Enterprise Web database servers per the scope of the rehost project. Once rehosted, the Classic RMS servers can be decommissioned.

| Server Name | Function           | Environment |
|-------------|--------------------|-------------|
| INFRMS      | RMS Classic Server | Production  |
| INFTRNRMS   | RMS Classic Server | Training    |
| INFTSRMS    | RMS Classic Server | Test        |

## 4.4 Implementation of CIM and Message Switch Direct Integration

CentralSquare Technical Services Engineers will perform the installation of CentralSquare software to support the integration of CIM and Message Switch Direct Integration.

| Server Name | Function           | Environment |
|-------------|--------------------|-------------|
| INFTTMS     | CIM/Message Switch | Production  |
| INFTSCIM    | CIM/Message Switch | Test        |

### 4.4.1. CIM Configuration

| Major Task                 | Description                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Overview</b>            | <p>CentralSquare, with the participation of the client, will configure CIM with Agencies, Jurisdictions, Divisions (CAD), Battalions (CAD) and Roles</p> <p>Mapping of CAD Functionality Groups and RMS Roles to CIM Roles. Linking the role mappings within CIM.</p> <p>Active Directory Integration for each Active Directory Domain which is to be integrated with CIM.</p> <p>Importing\Associating CAD/Mobile/RMS users with CIM Users.</p> |
| <b>Client Participants</b> | <p>Administrators of the CAD/Mobile/Records applications. Participants must be able to make decisions regarding configurations in system for the CAD/Mobile/Records applications.</p> <p>Testing of configurations deployed by CentralSquare.</p>                                                                                                                                                                                                |
| <b>Training</b>            | <p>CIM Systems Administration Training</p> <p>Two (2) hour training performed remotely.</p>                                                                                                                                                                                                                                                                                                                                                      |
| <b>Output</b>              | <p>CAD/Mobile/Records user management will be centralized to the CIM Application. Users will be able to use one (1) user account to access each of the systems.</p>                                                                                                                                                                                                                                                                              |

Configuration of CIM will take place in the Test/Training environment through the following steps.

- Configuration in CIM with the client including CIM role definitions and populating the user AD spreadsheet for import.
- CIM configuration with the client of Agencies, Jurisdictions, Divisions (CAD), Battalions (CAD) and Roles
- Mapping of CAD Functionality Groups and RMS Roles to CIM Roles. Linking the role mappings within CIM.
- Active Directory Integration for each Active Directory Domain which is to be integrated with CIM.
- Configuring CIM External Servers (if used)
- User Transfer into CIM based on AD Security Group Associations (if Active Directory is used. Client to validate AD Groups)
- Linking Users to CIM Roles (based on AD Security Group Associations/or manually within CIM)
- CIM integration with RMS
  - Importing\Associating RMS Users with CIM Users, and correct CIM role association.
  - May entail manual cleanup of CIM roles after automated process.
- CIM Integration with CAD\Mobile\Browser
  - Importing\Associating CAD Users with CIM Users, and correct CIM role association.
  - May entail manual cleanup of CIM roles after automated process.
  - Mobile form configuration per subagency (if Mobile is used)
- Enabling CIM Forgot Password link (if AD is not used for any or all users)
  - SMTP Configuration
- Testing and troubleshooting CIM authentication and structure.

The production configuration and deployment will duplicate the Test\Training configuration as much as possible with the associated savings in effort due to lessons learned in the initial phase.

- Configuration in CIM with the client including CIM role definitions and populating the user AD spreadsheet for import.
- CIM configuration with the client of Agencies, Jurisdictions, Divisions (CAD), Battalions (CAD) and Roles
- Mapping of CAD Functionality Groups and RMS Roles to CIM Roles. Linking the role mappings within CIM.
- Active Directory Integration for each Active Directory Domain which is to be integrated with CIM.
- Configuring CIM External Servers (if used)
- User Transfer into CIM based on AD Security Group Associations (if Active Directory is used. Client to validate AD Groups)
- Linking Users to CIM Roles (based on AD Security Group Associations/or manually within CIM)
- CIM integration with RMS
  - Importing\Associating RMS Users with CIM Users, and correct CIM role association.

- May entail manual cleanup of CIM roles after automated process.
- CIM Integration with CAD\Mobile\Browser
  - Importing\Associating CAD Users with CIM Users, and correct CIM role association.
  - May entail manual cleanup of CIM roles after automated process.
  - Mobile form configuration per subagency (if Mobile is used)
- Enabling CIM Forgot Password link (if AD is not used for any or all users)
  - SMTP Configuration
- Testing and troubleshooting CIM authentication and structure.
- CIM Go Live with CAD, Mobile and Records
  - The Go Live Procedure involves no downtime. However due to the CIM Transfer using automated System generated and calculated CIM Roles, there is Client-led manual effort involved in validating the user's role assignments post go live. A plan for this would be developed during the Test implementation.
- Post Go Live monitoring and troubleshooting.
- Post Go Live Refresh of Test\Training systems.

#### **4.4.1.1 CentralSquare Responsibilities**

- a) Schedule the working sessions in accordance with Client's availability and the Project Schedule.
- b) Conduct the working sessions based on the schedule and provide assignments as necessary to Client.
- c) Ensure the module is functioning per the configuration.
- d) Conduct Administrative and End User training.
- e) Prepare and submit a TCR upon completion of the deliverable.

#### **4.4.1.2 Client Responsibilities**

- a) Ensure participation of appropriate personnel for each scheduled activity.
- b) Complete all assignments on a timely basis.
- c) Review and approve the applicable TCR.

### **4.4.2. Message Switch Direct Integration Configuration**

| Major Task                 | Description                                                                                           |
|----------------------------|-------------------------------------------------------------------------------------------------------|
| <b>Overview</b>            | CentralSquare will build out new forms and PowerLine commands. Proxy/Records Check will be shut down. |
| <b>Client Participants</b> | Testing of configurations deployed by CentralSquare.                                                  |



|                      |                                                                                                                                                                                                          |
|----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Output</b>        | Direct connection to the CentralSquare Message Switch to run State queries will be available to users through CAD/Mobile/Records.                                                                        |
| <b>Prerequisites</b> | Completion of CIM Integration<br><br>Minimum version requirements for some suite products. CentralSquare will advise on under maintenance upgrades which must take place before integration takes place. |

The configuration and build out of new forms and PowerLine commands will take place in the Test/Train environment. Upon completion of testing in the Test/Train environment, forms and PowerLine commands will be applied to the Production environment and made available for testing with the Client.

#### **4.4.2.1 CentralSquare Responsibilities**

- Schedule the working sessions in accordance with Client’s availability and the Project Schedule.
- Conduct the working sessions based on the schedule and provide assignments as necessary to Client.
- Ensure the module is functioning per the configuration.
- Conduct Administrative and End User training.
- Prepare and submit a TCR upon completion of the deliverable.

#### **4.4.2.2 Client Responsibilities**

- a) Ensure participation of appropriate personnel for each scheduled activity.
- b) Complete all assignments on a timely basis.
- c) Review and approve the applicable TCR.

## 5 SYSTEM AND SUBSYSTEM PRE GO-LIVE TASKS

---

### 5.1 Overview

Preparation for cutover to live operations will be outlined in the weeks leading up to the Go-Live in the Project Schedule and in the Go-Live Plan. The Go-Live plan includes:

- a) The overall timeline for the event
- b) Products involved
- c) Roles and responsibilities
- d) Established meeting dates/times
- e) Issue reporting and escalation process
- f) Transition to support
- g) The communication plan

CentralSquare will prepare a Pre Go-Live checklist for each Subsystem and the Interfaces, if applicable, identifying the activities that will ensure preparation. The list will identify both CentralSquare and Customer responsibilities for completing the Pre Go-Live activities. Training data will be purged from the system, and the system itself will be locked down.

CentralSquare will provide the Customer with a Go-Live Authorization Letter. The Go-Live Authorization Letter confirms the system has been installed and tested, and that the Customer agrees to proceed with moving the system to live operation. It acknowledges sufficient user training has been completed, confirms software is functional for a live environment, and that none of the currently identified issues are critical to the Go-Live. This letter will list all the Subsystems and Interfaces, if applicable, scheduled for the Go-Live, as well as any exceptions.

The date and time of the Go-Live is memorialized, along with assurance that the Customer's technical team and Subject Matter Experts will be available during standard business hours (8:00am – 5pm, Monday – Friday for Records Enterprise unless otherwise noted in the Agreement. The Customer must approve the Go-Live Authorization Letter no later than three (3) weeks prior to Go-Live. Approval of the letter is required.

CentralSquare will invite the Customer to participate in a presentation to gain familiarity with the structure and methodologies of the Support Services Department. CentralSquare will assist in confirming that representatives designated by Customer needing access to enter and track support cases have credentials for CentralSquare access.

**5.1.1. CentralSquare Responsibilities**

- a) Schedule internal Go-Live readiness checks and internal team planning meetings.
- b) Prepare the Go-Live Plan for delivery to Customer.
- c) Prepare the Pre Go-Live checklist for delivery to Customer.
- d) Prepare the Go-Live Authorization Letter and deliver to Customer.
- e) Identify the participants for the Go-Live in accordance with the terms of the Agreement.
- f) Coordinate CentralSquare personnel in advance of the Go-Live date to complete final tasks as a part of the Go-Live preparations.

**5.1.2. Customer Responsibilities**

- a) Complete end user training needed to support the live use of Subsystems.
- b) Participate in review of the Go-Live Plan.
- c) Complete prerequisite tasks as directed by CentralSquare.
- d) Review and approve the Go-Live Authorization Letter no later than three (3) weeks prior to Go-Live.
- e) Develop a process for the identification of, research, reporting and resolution of issues.

## 6 SYSTEM AND SUBSYSTEM GO-LIVE

---

### 6.1 Overview

Go-Live of the Enterprise Subsystems and the required Interfaces, if applicable, into a live operational environment (i.e., production use) is a highly orchestrated activity that will require resources from both Customer and CentralSquare teams.

Go Live is conducted on consecutive weekdays (Monday-Friday). A Go Live that requires CentralSquare support that begins before or extends beyond weekdays (unless included in the Agreement) are subject to additional cost.

The system is brought into production per the Go-Live Authorization Letter and the Go-Live Plan.

During Go-Live, issues are reported and managed by CentralSquare with Customer's assistance. Upon cessation of Go-Live support by CentralSquare, the issues will be submitted by the Customer using CentralSquare's on-line support system, Salesforce.

- "Go-Live" means the event that occurs when the Customer first uses a Subsystem in live operations. A separate Go-Live may take place with respect to each Subsystem, each Interface, and each Modification.
- "Go-Live" means "first use in a non-test bed environment".

#### 6.1.1. CentralSquare Responsibilities

- a) Assist Customer in placing the system into production.
- b) Assist Customer staff in usage of the system as well as documenting, reporting, and researching issues.
- c) Provide support during and after system Go-Live as specified within the Agreement.
- d) Prepare and submit TCR(s) upon first live operation of system in a live environment.
- e) If applicable, Post Go-Live deliverables will be managed to completion of delivery by the CentralSquare Project Manager per the Agreement.

#### 6.1.2. Customer Responsibilities

- a) Place the software into production and begin operational use in accordance with the project schedule, Go-Live Plan, and Go-Live Authorization Letter.

- b) Provide adequate persons for the supervision and assistance to end users during Go-Live and beyond the participation of the CentralSquare staff.
- c) Provide dedicated workstations for CentralSquare support staff use during Go-Live.
- d) Provide IT support to cover all Customer end user and CentralSquare staff hours of operation.
- e) Review and approve the applicable TCR(s).

## 7 PROJECT CLOSURE

### 7.1 Overview

Project closure activities commence when all project deliverables have been completed. Support of systems and subsystems will be transitioned to CentralSquare's Support and monitored per the Support Agreement.

| Major Task                        | Description                                                                                                                                                                                                                                                                                                                |
|-----------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Post Go-Live Project Deliverables | Once complete, ensure CentralSquare Project Manager will provide TCR to Customer for signoff of completed deliverables.                                                                                                                                                                                                    |
| Final Audit                       | CentralSquare Project Manager will perform a final audit to ensure all Contractual obligations have been met. A final TCR will be provided to Customer to confirm the project is completed.                                                                                                                                |
| Final Transition                  | CentralSquare Project Manager performs final transition of Customer to Support who will become the primary conduit for entry, tracking, and resolution of system issues.<br><br>Customer interaction is officially handed over from the CentralSquare Project Manager to the CentralSquare Customer Success Manager (CSM). |
| Project Closure                   | CentralSquare Project Manager performs administrative tasks to archive project documents and close the project.                                                                                                                                                                                                            |

#### 7.1.1. CentralSquare Responsibilities

- Perform payment reconciliation, deliver final project TCRs which generate remaining invoices.
- Transition the CentralSquare point of contact from the Project Manager to Customer Support Department.
- Provide continued support based on terms of Agreement.

#### 7.1.2. Customer Responsibilities

- Provide approval of final Project TCRs within five (5) business days.
- Process payment of final invoices.

## 8 Appendix D - Message Switch

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The CentralSquare Message Switch is a component of the CentralSquare Suite which allows query and response transactions between CentralSquare Suite applications, the State, and some third-party data sources. CentralSquare Message Switch is a standalone application that can be accessed from any web application, or within a CentralSquare products, to centralize inquiries to state switch systems, internal systems and/or other providers while reducing user interactions and data entry workflows.

A **Message Switch Provider** is equivalent to a data source (such as a CentralSquare component like Records Enterprise, the State, or a SQL database).

Message Switch Providers use Transactions to query the data source.

A **Message Switch Transaction** can be considered the equivalent of an individual query or a combination (combo query which queries multiple Providers). Examples of individual queries would be Person by Name or Driver's License Number Transaction for the Provider Records Enterprise, or a Message key Transaction to the Provider State Justice Switch, or a Type of SQL Query to an external SQL database for a custom provider). Transactions are rolled up under each Provider. An example of a combination query would be a Transaction defined as a Combination Query of a Person query on both a State Provider and a SQL custom transaction (e.g., a Person by Name query which searches both the State, and an external SQL Data Source).

Standard transactions are included in the project, subject to applicable access. Standard queries can be performed via the Enterprise suite applications graphical user interfaces as documented.

The list of Message Switch Providers and associated Transactions included in this Agreement are as follows:

## Standard Providers:

### Provider: Records Enterprise

Standard Records Enterprise Transactions:

| Category    | Transaction Name |
|-------------|------------------|
| Admin\Other | Free Form        |
| Gun         | Gun Inquiry      |
| Vehicle     | Vehicle Inquiry  |
| Admin\Other | Location Inquiry |
| Person      | Person Inquiry   |
| Article     | Property Inquiry |

### Provider: CAD Enterprise

Standard CAD Enterprise Transactions:

| Category    | Transaction Name     |
|-------------|----------------------|
| Admin\Other | CAD Incident Inquiry |
| Person      | CAD Person Inquiry   |
| Article     | CAD Property Inquiry |
| Vehicle     | CAD Vehicle Inquiry  |
| Gun         | CAD Weapon Inquiry   |
| Vehicle     | Query Tow Request    |
| Person      | Query BOLO Person    |
| Vehicle     | Query BOLO Vehicle   |

### Provider: State Justice Switch (TX TCIC)

Standard State Justice Switch Transactions (State/NLETS/NCIC transactions)

For new State implementations where CentralSquare has not yet developed standard transactions, the Customer is responsible for providing State documentation for review by CentralSquare Product Management to identify standard state transactions.

Transactions do not by default include record entry, modification, or update (Cancel, Clear, Locate) functionality. This functionality is available only if CentralSquare develops the queries as custom transactions as part of the Agreement.



**Standard State Justice Switch Transactions**

| Category   | Message Key | Transaction Name                                        |
|------------|-------------|---------------------------------------------------------|
| AdminOther | XDP         | NICS Cancel Denied Person                               |
| AdminOther | SDP         | NICS Supplemental Information Entry                     |
| AdminOther | MDP         | NICS Denied Person Modify                               |
| AdminOther | EDP         | NICS Denied Person Entry                                |
| AdminOther | NDN         | NICS Denial Notification                                |
| AdminOther | NDO         | NICS Denial Overturned Notification                     |
| AdminOther | QDP         | NICS Denied Person Inquiry                              |
| AdminOther | QND         | NICS Denied Person Transaction File Inquiry             |
| AdminOther | QNP         | NICS Initial Inquiry                                    |
| AdminOther | QNR         | NICS Follow Up Inquiry                                  |
| Article    | XAA         | Group Article Cancel                                    |
| Article    | XA          | Single Article Cancel                                   |
| Article    | XLAA        | Group Article Cancel - Lost                             |
| Article    | XLA         | Single Article Cancel - Lost                            |
| Person     | ED          | Missing Person Dental Information Entry                 |
| Person     | XGMN        | Gang Supplemental Cancel                                |
| Person     | XGM         | Gang Cancel                                             |
| Gun        | XFG         | Felony Gun Cancel                                       |
| Gun        | XG          | Stolen Gun Cancel                                       |
| Gun        | XLG         | Lost Gun Cancel                                         |
| Gun        | XRG         | Recovered Gun Cancel                                    |
| AdminOther | XII         | Investigative Interest Cancel                           |
| Person     | XMPN        | Person With Information Supplemental Cancel             |
| Person     | XMP         | Person With Information Cancel                          |
| Article    | XSS         | Serialized Securities Cancel                            |
| Article    | XS          | Single Security Cancel                                  |
| Vehicle    | XB          | Stolen Boat Cancel                                      |
| Person     | XCNS        | Supervised Release Stolen Fraudulent Identifiers Cancel |
| Person     | XCN         | Supervised Release Supplemental Cancel                  |
| Person     | XC          | Supervised Release Cancel                               |
| Vehicle    | XP          | Vehicle Boat Part Cancel                                |
| Article    | CAA         | Group Article Clear                                     |
| Article    | CA          | Single Article Clear                                    |
| Article    | CLAA        | Group Article Clear - Lost                              |
| Article    | CLA         | Single Article Clear - Lost                             |
| AdminOther | CRBD        | Benefits And Effectiveness After Clear                  |

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|            |      |                                                        |
|------------|------|--------------------------------------------------------|
| Gun        | CFG  | Felony Gun Clear                                       |
| Gun        | CG   | Stolen Gun Clear                                       |
| Gun        | CLG  | Lost Gun Clear                                         |
| Gun        | CRG  | Recovered Gun Clear                                    |
| Vehicle    | CL   | Stolen License Plate Clear                             |
| Person     | CM   | Missing Person Clear                                   |
| Article    | CSS  | Serialized Security Clear                              |
| Article    | CS   | Single Security Clear                                  |
| Vehicle    | CB   | Stolen Boat Clear                                      |
| Person     | CC   | Supervised Release Clear                               |
| Vehicle    | CP   | Vehicle Boat Part Clear                                |
| Vehicle    | CV   | Vehicle Clear                                          |
| Article    | EAA  | Group Article Entry                                    |
| Article    | EA   | Single Article Entry                                   |
| Article    | ELAA | Group Article Entry - Lost                             |
| Article    | ELA  | Single Article Entry - Lost                            |
| Person     | EGMN | Gang Supplemental Entry                                |
| Person     | EGM  | Gang Entry                                             |
| Vehicle    | EB   | Stolen Boat Entry                                      |
| AdminOther | EII  | Investigative Interest Entry                           |
| Person     | EMPN | Person With Information Supplemental Entry             |
| Person     | EMP  | Person With Information Entry                          |
| Person     | ECNS | Supervised Release Stolen Fraudulent Identifiers Entry |
| Person     | ECN  | Supervised Release Supplemental Entry                  |
| Person     | EC-C | Supervised Release Entry - Caution                     |
| Person     | EC   | Supervised Release Entry                               |
| Person     | CU   | Clear Unidentified Person                              |
| Person     | EUD  | Enter Unidentified Body Deceased                       |
| Person     | EUL  | Enter Unidentified Living Person                       |
| Person     | EUN  | Enter Unidentified Person Supplemental Data            |
| Person     | EUV  | Enter Unidentified Body Catastrophe Victim             |
| Person     | MU   | Modify Unidentified Person                             |
| Person     | XU   | Cancel Unidentified Person                             |
| Vehicle    | EP   | Vehicle Boat Part Enter                                |
| Person     | ED   | Wanted Person Dental Information Entry                 |
| Person     | EIDC | Identity Theft Entry - Caution                         |
| Person     | EID  | Identity Theft Entry                                   |
| Person     | EIN  | Identity Theft Supplemental Entry                      |
| Person     | MID  | Identity Theft Modify                                  |

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|            |      |                                                  |
|------------|------|--------------------------------------------------|
| Person     | QID  | Identity Theft Inquiry                           |
| Person     | XID  | Identity Theft Cancel                            |
| Person     | XIN  | Identity Theft Supplemental Cancel               |
| Article    | LAA  | Group Article Locate                             |
| Article    | LLAA | Group Article Locate - Lost                      |
| Article    | LLA  | Single Article Locate - Lost                     |
| AdminOther | LRBD | Benefits And Effectiveness After Locate          |
| Vehicle    | LB   | Stolen Boat Locate                               |
| Gun        | LFG  | Felony Gun Locate                                |
| Gun        | LLG  | Lost Gun Locate                                  |
| Article    | LSS  | All Securities In A Group Locate                 |
| Article    | LSS  | One Or More Not All Securities In A Group Locate |
| Vehicle    | LP   | Vehicle Boat Part Locate                         |
| Vehicle    | LF   | Felony Vehicle Locate                            |
| Vehicle    | LP   | Vehicle Part Locate                              |
| Article    | MAA  | Group Article Modify                             |
| Article    | MLAA | Group Article Modify - Lost                      |
| Article    | MLA  | Single Article Modify - Lost                     |
| Gun        | ELGP | Lost Gun Entry - Hold For Latents                |
| Gun        | ERGP | Recovered Gun Entry - Hold For Latents           |
| Gun        | EFGP | Felony Gun Entry - Hold For Latents              |
| Gun        | EFG  | Felony Gun Entry                                 |
| Gun        | ERG  | Recovered Gun Entry                              |
| Gun        | ELG  | Lost Gun Entry                                   |
| Gun        | EG-P | Stolen Gun Entry - Hold For Latents              |
| Gun        | EG   | Stolen Gun Entry                                 |
| Vehicle    | EL   | Stolen License Plate Entry                       |
| Article    | ESS  | Serialized Security Entry                        |
| Article    | ES   | Single Security Entry                            |
| Person     | EN   | Wanted Person Supplemental Record Entry          |
| Article    | LA   | Single Article Locate                            |
| Gun        | LG   | Stolen Gun Locate                                |
| Vehicle    | LL   | Stolen License Plate Locate                      |
| Article    | LSS  | Serialized Security Locate                       |
| Article    | LS   | Single Security Locate                           |
| Vehicle    | LV   | Vehicle Locate                                   |
| Person     | LW   | Wanted Person Locate                             |
| Article    | MA   | Single Article Modify                            |
| Person     | MGM  | Gang Modify                                      |

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|            |      |                                                 |
|------------|------|-------------------------------------------------|
| Gun        | MFG  | Felony Gun Modify                               |
| Gun        | MLG  | Lost Gun Modify                                 |
| Gun        | MRG  | Recovered Gun Modify                            |
| Gun        | MG   | Stolen Gun Modify                               |
| Vehicle    | ML   | Stolen License Plate Modify                     |
| Person     | MD   | Missing Person Dental Information Modify        |
| Person     | MMP  | Person With Information Modify                  |
| Article    | MSS  | Serialized Security Modify                      |
| Article    | MS   | Single Security Modify                          |
| Vehicle    | MB   | Stolen Boat Modify                              |
| Person     | MC   | Supervised Release Modify                       |
| Vehicle    | MP   | Vehicle Boat Part Modify                        |
| Person     | MD   | Wanted Person Dental Information Modify         |
| Person     | QGG  | Gang Reference Inquiry                          |
| AdminOther | QI   | One Crime Inquiry                               |
| Person     | QMNI | Criminal History Master Name Index Inquiry      |
| AdminOther | QO   | ORI Details Inquiry                             |
| Person     | QRI  | Criminal History By FBI Inquiry                 |
| Person     | QXS  | Sex Offender Inquiry                            |
| AdminOther | ZO   | ORI Name Inquiry                                |
| Person     | QU   | Unidentified Person Inquiry                     |
| Person     | QM   | Missing Person Inquiry                          |
| Person     | ZU   | Unidentified Person Inquiry (Test)              |
| Person     | ZM   | Missing Person Inquiry (Test)                   |
| Person     | CW   | NCIC Wanted Person Clear                        |
| Person     | QPO  | Protection Order Inquiry                        |
| Person     | ZWA  | Wanted Person Inquiry - All (Test)              |
| Person     | ZW   | Wanted Person Inquiry (Test)                    |
| Vehicle    | ZV   | Stolen or Felony Vehicle Inquiry (Test)         |
| Article    | ZS   | Single Security Inquiry (Test)                  |
| Gun        | ZG   | Gun Inquiry (Test)                              |
| Vehicle    | ZB   | Boat Inquiry (Test)                             |
| Article    | ZA   | Single Article Inquiry (Test)                   |
| Person     | EMVC | Missing Person Catastrophe Victim Caution Entry |
| Person     | EMOC | Missing Person Other Caution Entry              |
| Person     | EMJC | Missing Juvenile Caution Entry                  |
| Person     | EMIC | Missing Person Involuntary Caution Entry        |
| Person     | EMEC | Missing Person Endangered Caution Entry         |
| Person     | EMDC | Missing Person Disability Caution Entry         |

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|            |      |                                                      |
|------------|------|------------------------------------------------------|
| Person     | EMO  | Missing Person Other Entry                           |
| Person     | EMV  | Missing Person Catastrophe Victim Entry              |
| Person     | EMI  | Missing Person Involuntary Entry                     |
| Person     | EME  | Missing Person Endangered Entry                      |
| Person     | EMD  | Missing Person Disability Entry                      |
| Vehicle    | EV-A | Stolen Vehicle Armed Occupant Entry                  |
| Vehicle    | EV-F | Stolen Vehicle Hold For Latents/Armed Occupant Entry |
| Vehicle    | EV-P | Stolen Vehicle Hold For Latents Entry                |
| Vehicle    | EV   | Stolen Vehicle Entry                                 |
| Person     | ET-C | Temporary Wanted Person Caution Entry                |
| Person     | EW-C | Wanted Person Caution Entry                          |
| Person     | EWJC | Wanted Juvenile Caution Entry                        |
| Person     | EMJ  | Missing Juvenile Entry                               |
| Person     | EWJ  | Wanted Juvenile Entry                                |
| Person     | EM   | Missing Person Entry                                 |
| AdminOther |      | Free Form NCIC Transaction                           |
| Person     | ET   | Temporary Wanted Person Entry                        |
| Person     | QWA  | Wanted Person Inquiry - All                          |
| Person     | EW   | Wanted Person Entry                                  |
| Article    | QA   | Single Article Inquiry                               |
| Vehicle    | QB   | Boat Inquiry                                         |
| Gun        | QG   | Gun Inquiry                                          |
| Person     | QH   | III Criminal History Record Inquiry                  |
| Person     | QR   | Full III Criminal History Record Inquiry             |
| Article    | QS   | Single Security Inquiry                              |
| Vehicle    | QV   | Stolen or Felony Vehicle Inquiry                     |
| Person     | QW   | Wanted Person Inquiry                                |
| Person     | QGM  | Gang Member Inquiry                                  |
| Person     | QWI  | Wanted Person Inquiry - III                          |
| AdminOther | QII  | Image Inquiry                                        |
| Vehicle    | EB-A | Stolen Boat Armed Occupant Entry                     |
| Vehicle    | EB-F | Stolen Boat Hold For Latents/Armed Occupant Entry    |
| Vehicle    | EB-P | Stolen Boat Hold For Latents Entry                   |
| AdminOther | CMND | OFML Command Transaction                             |
| AdminOther |      | OFML Free Form Transaction                           |
| Article    | CSQ  | NLETS Canadian Security File Query                   |
| Person     | AQ   | Criminal History Admin Inquiry                       |
| Person     | AR   | Criminal History Admin Response                      |
| AdminOther | ACQ  | NLETS Prism Carrier Status Inquiry                   |

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|            |      |                                                              |
|------------|------|--------------------------------------------------------------|
| Vehicle    | AVQ  | NLETS Prism Vehicle Status Inquiry                           |
| Vehicle    | CBQ  | NLETS Canadian Boat File Query                               |
| Gun        | CGQ  | NLETS Canadian Gun File Query                                |
| AdminOther | GPQ  | NLETS Law Enforcement Information Sharing Service Query      |
| AdminOther | CPQ  | NLETS Corrections Photo Inquiry                              |
| Gun        | FGQ  | NLETS INTERPOL Gun Follow-Up Inquiry                         |
| Person     | FPQ  | NLETS INTERPOL Persons Follow-Up Inquiry                     |
| AdminOther | FQC  | NLETS International Fuel Tax Transaction Inquiry             |
| AdminOther | FTQ  | NLETS INTERPOL Travel Documents Follow-Up Inquiry            |
| Vehicle    | FVQ  | NLETS INTERPOL Vehicle Follow-Up Inquiry                     |
| Vehicle    | GVQ  | NLETS VIN Check Inquiry                                      |
| Gun        | IGQ  | NLETS INTERPOL Gun Initial Inquiry                           |
| Person     | IPQ  | NLETS INTERPOL Person Initial Inquiry                        |
| AdminOther | ITQ  | NLETS INTERPOL Travel Documents Initial Inquiry              |
| Vehicle    | IVQ  | NLETS INTERPOL Vehicle Initial Inquiry                       |
| Vehicle    | JQ   | Query Aircraft Tracking                                      |
| Vehicle    | LQ   | Stolen Vehicle Recovery Network Notification - TCIC          |
| Article    | CAQ  | NLETS Canadian Article File Query                            |
| AdminOther | PAQ  | NLETS Person Probation/Corrections/Parole All Inquiry        |
| AdminOther | PBQ  | NLETS Person Probation Inquiry                               |
| AdminOther | PCQ  | NLETS Person Corrections Inquiry                             |
| AdminOther | RCQ  | NLETS Railroad Crossing Inquiry                              |
| AdminOther | SOQ  | NLETS Sex Offender Inquiry                                   |
| Person     | SWQ  | NLETS State Warrant Query                                    |
| Person     | YQPO | NLETS Hit Confirmation Request For Protective Order          |
| Article    | YQSA | NLETS Hit Confirmation Request For Stolen Article            |
| Person     | YQMP | NLETS Hit Confirmation Request For Missing Person            |
| Person     | YQWP | NLETS Hit Confirmation Request For Wanted Person             |
| Vehicle    | YQSL | NLETS Hit Confirmation Request For Stolen License Plate      |
| Vehicle    | YQSP | NLETS Hit Confirmation Request For Stolen Part               |
| Vehicle    | YQSV | NLETS Hit Confirmation Request For Stolen Or Felony Vehicle  |
| Vehicle    | YQSB | NLETS Hit Confirmation Request For Stolen Boat               |
| Article    | YRSA | NLETS Hit Confirmation Response For Stolen Article           |
| Vehicle    | YRSB | NLETS Hit Confirmation Response For Stolen Boat              |
| Gun        | YRSG | NLETS Hit Confirmation Response For Stolen Gun               |
| Vehicle    | YRSL | NLETS Hit Confirmation Response For Stolen License Plate     |
| Vehicle    | YRSP | NLETS Hit Confirmation Response For Stolen Part              |
| Vehicle    | YRSV | NLETS Hit Confirmation Response For Stolen Or Felony Vehicle |

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|            |       |                                                      |
|------------|-------|------------------------------------------------------|
| Person     | YRWP  | NLETS Hit Confirmation Response For Wanted Person    |
| Person     | IAQ   | NLETS Immigration Alien Query                        |
| AdminOther | PPQ   | NLETS Person Parole Inquiry                          |
| Gun        | CWQ   | NLETS Concealed Weapons Permit Query                 |
| Person     | FQ    | NLETS Full Criminal History Query                    |
| Person     | IQ    | NLETS Criminal History Identity Query                |
| Vehicle    | GQ    | Query Aircraft Registration                          |
| AdminOther |       | Free Form NLETS Transaction                          |
| AdminOther | LEOFA | Law Enforcement Officer Flying Armed NLETS Message   |
| Vehicle    | VQ    | NLETS Canadian Vehicle File Query                    |
| Person     | WQ    | NLETS Canadian Person File Query                     |
| Vehicle    | XQ    | NLETS Canadian Vehicle Registration Query            |
| AdminOther | TQ    | ORION File Query                                     |
| Vehicle    | MQ    | Hazardous Materials Query                            |
| Vehicle    | SQ    | NLETS Snowmobile Registration Query                  |
| Vehicle    | BQ    | Query Boat Registration                              |
| Person     | DNQ   | NLETS Driver History Query By Name Only              |
| Person     | DQG   | NLETS Regional Driver Record Query                   |
| Person     | KQ    | NLETS Driver History Query                           |
| Vehicle    | RNQ   | NLETS Vehicle Registration Query By Name Only        |
| Vehicle    | RQG   | NLETS Regional Vehicle Registration Query            |
| Vehicle    | RQ    | NLETS Vehicle Registration Query                     |
| Person     | UQ    | NLETS Canadian Driver Record Query                   |
| AdminOther | QFA   | Foster Home Address Inquiry                          |
| AdminOther | RZW   | Regional Query Wanted (Test)                         |
| Person     | QR-T  | Full III Criminal History Record Inquiry - TCIC Only |
| Vehicle    | QV-T  | Stolen or Felony Vehicle Inquiry - TCIC Only         |
| Person     | QH-T  | III Criminal History Record Inquiry - TCIC Only      |
| Person     | RSDWW | TLETS Combination Inquiry By Drivers License         |
| Person     | RSDW  | TLETS Combination Inquiry                            |
| Vehicle    | V     | Basic Vehicle Registration Inquiry                   |
| Vehicle    | VX    | Basic Enhanced Vehicle Registration Inquiry          |
| Vehicle    | VINX  | Complete Enhanced Vehicle Registration Inquiry       |
| Vehicle    | VIN   | Complete Vehicle Registration Inquiry                |
| Person     | DWI   | Driver's License Inquiry With DWI Information        |
| Person     | RDL   | Regular Driver's License Inquiry                     |
| Person     | QW-X  | Wanted Person Inquiry - Exact DOB Match              |
| Person     | CPL   | Complete Driver's License Inquiry                    |
| Person     | QW-T  | Wanted Person Inquiry - TCIC Only                    |

## 9 Appendix E - Subcontractor Statement of Work

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Subcontractor Statement(s) of Work provided as applicable to the project.



## 10 Appendix J – CentralSquare Connectivity to Enterprise On-Premise systems

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### Policy

#### Customer Managed On-Premise Systems

The BeyondTrust/Bomgar and/or SecureLink remote support solutions shall be the method of remote access to on-premise Customer systems and/or data. These solutions meet all requirements as contained in Section 5.5.6 of the FBI CJIS Security Policy (Remote Access). Use of either of these solutions enable Customer agencies to remain CJIS compliant for purposes of FBI and/or state regulatory agency audits.

## 11 Appendix Y – Workshop and Training Summary

| Training/Go-Live Deliverable                                    | Quantity | Training(s)/Workshop(s) Included                                                                                                                                                            | Remote/Onsite |
|-----------------------------------------------------------------|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|
| Records Enterprise Administration Workshop                      | 1        | Three (3) day workshop                                                                                                                                                                      | Remote        |
| Records Enterprise Rehost and Full Web Go-Live Support Services | 1        | Three (3) day Rehost Go-Live Support – 1 CentralSquare Technical Services Engineer per 8-hour day.<br><br>Two (2) day Full Web Go-Live Support – 1 CentralSquare Consultant per 8-hour day. | Remote        |
| CIM Administration Training                                     | 1        | Two (2) hour Training Class                                                                                                                                                                 | Remote        |

## 12 Appendix Z – Data Conversions

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### 12.1 CentralSquare Records Enterprise Data Conversion

#### 12.1.1. Data Conversion Overview

Data conversion is the implementation process of moving data from a legacy system or data files into your CentralSquare software product. Data conversion is a highly collaborative process between Customer and CentralSquare Technologies.

The listed data conversion services and their associated costs are based on CentralSquare's understanding of Customer's needs and current system. Any modules not explicitly listed in this section are not part of the current project scope and will not be included in implementation. If additional module conversions are required, each one will come at an additional cost based on the scope of the work required for each.

The Customer shall provide unencrypted data for conversion in one of the following compatible formats:

- a) MS SQL .bak files with database version and credential information
- b) MySQL .dump or .SQL files with database version and credential information
- c) PostgreSQL .SQL files with database version and credential information
- d) MS Access 2003 or newer .mdb files
- e) CSV files with column headers and relationship mapping documentation
- f) Oracle 10g or newer backup files

No images, objects or attachments will be converted as part of this conversion unless explicitly purchased. Address, Property and Vehicle information is converted as part of the associated module conversion. Information connected to a name is converted when that module is converted. Persons that exist in modules (incidents, arrests, warrants, etc.) which don't exist in the source master name table will be converted into their perspective modules, however how they are connected to the master names module can be handled in several ways.

Customer adds missing Master Name records to source master name table using the legacy UI to make the table ready for conversion. Customer approves CentralSquare to not link persons from other modules to a master name record when person is not found in master name table. Customer approves CentralSquare to link the orphan names to the Unknown Person MNI in CentralSquare's Records Enterprise.

Master Location GEO Validation is not included in the conversion.

All data conversion related fields must be finalized (for all agencies) within the Default Summary Templates prior to data conversion initiation. Changes to data conversion fields after the sign off of the Default Summary Templates may involve a Change Order.

For multi-Customer conversions, it is assumed that the default summary templates built for the converted modules are used across all agencies. If agencies wish to customize the templates on a per-Customer basis, then per-Customer scope for Data Conversion will need to be scoped.

In the [Data Conversion Modules](#) several modules are referenced as being conversions of Summaries Only. A Summary is an aggregate of all of the individual reports merged together. The individual reports are not converted into individual reports in Records.

Records Enterprise Templates (UI Forms) are a flexible design. Where no directly corresponding default element exists in Records Enterprise, the Template may be modified (or a new Template created for a module which does not exist) in order to accommodate the data. Some legacy data elements may also be stored in a narrative if desired.

If Customer desires any modification to their original data in order to include it in a Records Enterprise record, they must fully document the transformation process used. All transformations so supplied must be able to be implemented via repeatable scripts vs. “human-interpretive” processes, or scripts requiring multiple passes or complicated parsing. These include but are not limited to names and addresses.

The CentralSquare data conversion team will not perform any data cleanup, master name merging, or redact information during the conversion process. Any data cleanup must be performed by the Customer either before or after the data conversion process.

The Customer should complete all state reporting on data entered into the legacy system prior to the final extract for the Go-Live run. All data manually entered into the Records Enterprise system after Go-Live can be reported to the state using the new Records Enterprise system.

A conversion of legacy data into Records Enterprise does not entail any UCR to NIBRS conversion.

CentralSquare Technologies will provide a Data Conversion Specifications document prior to executing the data conversions. The Specifications document is a written plan for the conversion of the data, detailing source, and target elements. This must be approved by the Customer and CentralSquare and signed as part of a TCR in order to proceed with coding and iterations of data conversion.

CentralSquare Data Conversion personnel will train the Customer in the use of the Records Enterprise system, and the use of tools for reporting Data conversion issues. The Customer is responsible for data review of the converted data.

Timely review and issue logging is critical to the timeline of the Data Conversion, and the project as a whole. Review and issue reporting per iteration must be completed within three weeks of handoff of the converted data to the Customer. Appropriate personnel should be budgeted for and made available to conduct this task. If a longer review turnaround interval is needed this will need to be contracted for, either in this agreement or as a Change Order.

The scope for the conversion includes three iterations of the conversion, plus a final conversion at Go-Live. If further iterations are needed these can be added with a Change Order. An iteration is defined as a conversion of all modules per data source. Data Conversion iterations, including the Go-Live iteration, process the entire datetime range of data. There is no partial or delta conversion.

The Records Enterprise Data Conversion line items in the Agreement support a single data source. Additional sources can be added either as separate sources, or as separate modules (such as standalone Property and Evidence Systems). This breakdown is detailed in [Data Conversion Modules](#) below.

Other Events conversions cover up to twenty-seven fields to be converted into the Other Event Template. The Other Event Template may contain more than twenty-seven fields in total, but the number of converted fields is not to exceed twenty-seven. Additional fields can be added to an Other Event module conversion as a custom scope and will be documented in the Modules breakdown below.

**Upon Selection Records Enterprise Data Conversion will be reviewed and the scope finalized and documented below.**

## 12.1.2. Data Conversion Modules

Modules for conversion are defined in the Sales Order and this Appendix:

**Source 1 Agency: College Station (PS), TX**

**Source 1 Vendor: Classic RMS**

**Source 1 Database Type: SQL Server**

| Module to be Converted                      | Definition of Module                                                                                                            |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|
| Other Event Module<br>(Intelligence Module) | Other Events Module: Maximum Twenty-Seven (27) Fields — Named<br>Other Event, per field pricing above Twenty-Seven (27) fields. |

### 12.1.3. Data Conversion Process

The Data Conversion process is the work that drives the configuration and implementation process. Below are the significant tasks included in this project:

| Major Task                  | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Schedule                    | CentralSquare and Customer will schedule the Data Conversion Tasks as part of the overall Project Schedule. Code Tables, configurations and Templates must be built as part of the overall Project Schedule as a Prerequisite for Data conversion iterations to begin                                                                                                                                                                                                                                                                                                                                         |
| Data Delivery               | Customer will provide data in a format compatible with conversion and provide it to CentralSquare. For CentralSquare source products CentralSquare will provide the extraction from the legacy format into CentralSquare's schema.                                                                                                                                                                                                                                                                                                                                                                            |
| Setup                       | CentralSquare will configure servers and systems needed for the Data Conversion including the staging template database. CentralSquare must have a copy of the legacy database prior to this step to ensure enough space and memory is assigned to the server to avoid issues during the conversion process.                                                                                                                                                                                                                                                                                                  |
| Template Finalization       | Agency to finalize all data conversion related fields within each of their default summary templates in Records Enterprise. The agency signs the Template sign off TCR.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| System Walk Through         | An in-depth review between CentralSquare and Customer SME will be held. This meeting may be recorded, and Customer should be prepared to operate within the UI of the old system, or within the schema, to provide examples and context. A Data Conversion Coordinator will draft the Data Conversion Specifications Document. CentralSquare and the Customer sign the Data Conversion Specification document TCR confirming that the Data Conversion Coordinator has covered all the data conversion related fields. The specification document must be signed before CentralSquare can proceed with coding. |
| Data Conversion Development | Using the Data Conversion Specifications Document CentralSquare Engineers will map the data to the target format and develop scripts to fulfill the Data conversion Specifications Document.                                                                                                                                                                                                                                                                                                                                                                                                                  |
| Code Table Mapping          | CentralSquare will provide guidance on the Code Table Mapping Tool. Customer will Map Code Table data using the tool.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| Data Conversion Iterations  | CentralSquare will convert data into Customer's system which has been dedicated for Data Conversion Testing. This is an iterative process and must involve new extracts and a refresh from the current pre-production system                                                                                                                                                                                                                                                                                                                                                                                  |

|                       |                                                                                                                             |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------|
|                       | into the data conversion system and a purge of data from the data conversion target system.                                 |
| Review and Validation | Customer will review data conversion and provide feedback via designated CentralSquare tools. This is an iterative process. |
| Sign Off              | Customer signs off on acceptance with the Data Conversion Verification Document.                                            |
| Go-Live               | The Final Data Conversion is re-run as part of the Go-Live                                                                  |
| Final Sign Off        | Customer signs off on the Go-Live.                                                                                          |

**Note:** Customer must review and sign off at different intervals to continue the process.

#### **12.1.3.1 CentralSquare Responsibilities**

- a) Work with Customer to identify, document and implement a comprehensive data conversion.
- b) Advise on possible conversion options.
- c) Advise on project milestone dates and Customer expectations.
- d) Provide training for Customer on using CentralSquare data mapping tools.
- e) Work with Customer to limit the number of Go-Live conversion events.
- f) Perform one or more sample conversions.
- g) Provide training for Customer on validating the data conversion for completeness and accuracy.
- h) Convert legacy data into corresponding elements in the CentralSquare system. (CentralSquare has a flexible approach to the design of Templates which allows the Customer to create templates and elements to convert data into. Modifications to the CentralSquare Records Enterprise code or database schema for the purposes of data conversion will be unavailable).
- i) Perform final delivery of data conversion.

#### **12.1.3.2 Customer Responsibilities**

- a) Provide subject matter experts to complete data conversion tasks, including providing expertise in source system data architecture, providing business processing logic for addressing data conversion and identifying and scheduling appropriate personnel to attend training.
- b) Provide data dumps in the prescribed format within thirty (30) days of Agreement signing.
- c) Provide routine data dumps throughout the implementation process.
- d) If needed, provide a temporary workstation for data conversion personnel.
- e) If needed, provide UI access to the legacy system or test system for data conversion personnel.
- f) Provide a data dictionary or equivalent documentation to facilitate mapping data elements between the legacy system and the CentralSquare database(s).
- g) Configure code values outside the scope of the data conversion process.



- h) Take responsibility for costs assessed by the legacy system or any other third party for providing the data dumps.
- i) Configure code values and complete code value data mapping prior to data conversion processing.
- j) Use provided tools to translate (map) code values between your legacy system and your CentralSquare.
- k) Perform manual back entry of legacy system data saved after the final data cut if necessary.
- l) Provide sign off of the Data Conversion Plan.
- m) Perform data validation. Validate data converted is both complete and accurate. Report discrepancies during the implementation process. (System downtime may be required to complete the data conversion process).
- n) Use provided tools to report data conversion issues.
- o) Provide sign off of the converted data in a non-production environment.
- p) Provide sign off of the converted data set into the production environment.

**April 10, 2025**  
**Item No. 8.1.**  
**Strategic Plan Update**

**Sponsor:** Ross Brady, Chief of Staff

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action on the 2025 update to the City Council Strategic Plan.

**Relationship to Strategic Goals:**

Good Governance  
Financial Sustainability  
Core Services and Infrastructure  
Neighborhood Integrity  
Diverse and Growing Economy  
Improving Mobility  
Sustainable City

**Recommendation(s):** Staff recommends the Council consider the updates to the strategic plan, and vote to approve the update as written or with changes as directed by the Council.

**Summary:** The City Council met for a strategic planning retreat on February 18th and 19th, 2025. During the retreat, the Council discussed individual strategic priorities. Following the conclusion of the strategic planning retreat, the councilmembers had the opportunity to vote individually on the priorities which were most important to them. Items on which there was a consensus have been incorporated into the attached document. A 'red-line' version of the document, showing the changes which were made was sent to Council prior to the meeting.

**Budget & Financial Summary:**

**Attachments:**

1. City Council Strategic Plan 2025 Update - Final Draft

# City Council Strategic Plan – 2025 Update

## City Council Mission

On behalf of the citizens of College Station, home of Texas A&M University, we will continue to promote and advance the community's quality of life.

### Community Vision

College Station, the proud home of Texas A&M University and the heart of Aggieland, will serve as an example of a vibrant, forward thinking, knowledge-based community, that promotes the highest quality of life.

### Core Values

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

### Why have a plan?

To maintain and enhance College Station's high quality of life and unique community character, the College Station City Council works closely with residents and the city's experienced management team to plan for current and future needs. The Strategic Plan identifies shared priorities and goals and provides a cohesive framework for the annual budget process.

The Strategic Plan's seven initiatives include specific objectives and actions designed to meet the initiatives' goals. The plan also outlines performance measures to mark each initiative's progress and the plan's overall success.

# Good Governance

## GOAL:

The city is governed in a transparent, efficient, accountable, and responsive manner on behalf of its citizens that actively promotes citizen involvement.

## OBJECTIVES:

### What does this mean for citizens?

- The city conducts business in an open and inclusive fashion.
- The city delivers services in an efficient, practical manner.
- The city actively pursues the aspirations, goals, and expectations of its citizens.
- Citizens are encouraged to serve on city boards, commissions, and other volunteer capacities.
- Citizens are satisfied with city services and facilities.

## ACTIONS:

### How will we achieve success?

- The council will annually review and implement the Strategic Plan.
- Ensure all agreements with external entities are fair and beneficial to the citizens of College Station.
- Conduct regular citizen surveys about city services and priorities.
- The council will conduct regular internal audits of city services, practices, and programs and report the results to the public.
- Televisе, livestream, and record council meetings.
- Critical governance information such as plans, budgets, ordinances, expenditures, etc., will be available on the city's website and in city offices.
- The council will ensure its funding partners remain wise stewards of tax funds.
- The council will adopt and adhere to a series of practices for conducting its meetings.
- The city will ensure notices are posted and readily available to the public.
- Information will be shared and communicated with citizens about city issues through owned, earned, and paid media.
- The city will implement strategies to safely and effectively engage with the public.

# Financial Sustainability

## GOAL:

Wise stewardship of financial resources results in the city's ability to meet service demands and obligations without compromising the ability of future generations to do the same.

## OBJECTIVES:

### What does this mean for citizens?

- The city maintains diverse sources of revenue and a competitive property tax rate for growing cities of comparable size.
- The city maintains adequate reserves to ease the impact of economic fluctuations.
- The city maintains economic competitiveness measured by comparable trends.
- Citizens know where city revenue comes from and how it is spent.
- Citizens are satisfied with city services and facilities.

## ACTIONS:

### How will we achieve success?

- Staff will recommend an annual balanced budget and a diversity of revenue sources.
- Maintain or improve the city's bond ratings.
- Enterprise operation rates will be set to meet service demands.
- Seek grants and other outside funding.
- Maintain and rehabilitate equipment, facilities, and infrastructure on a strategic schedule and establish reserve funds to enable replacement.
- Staff will seek the efficient delivery of services and facilities.
- Maximize the transparency of expenditures, policies, and procedures.
- Conduct routine audits to ensure accountability and maximize efficiency.
- Set fees at appropriate levels to recover the costs of service delivery and new development.

# Core Services & Infrastructure

## GOAL:

The city's core services and infrastructure are efficiently, effectively and strategically delivered to enable economic growth and development, and to maintain citizens' health, safety and general welfare.

## OBJECTIVES:

### What does this mean for citizens?

- The city has few utility failures and outages.
- The city reduces crime and fear of crime, including risk of injury or property damage.
- The city protects life and property.
- City services and facilities are adequate in size, location, and timing.
- City services and utilities are safe and efficient.
- The city assists at-risk and low-income residents.
- Citizens are satisfied with city services and facilities.

## ACTIONS:

### How will we achieve success?

- Maintain program accreditations and certifications.
- Attract and retain professional staff and be an employer of choice.
- Guide private and public land use for business development.
- Plan for, maintain, and invest in the infrastructure, facilities, services, personnel, and equipment needed to meet projected needs and opportunities.
- Provide immersive learning experiences for citizens.
- Use technology to deliver services effectively and efficiently.
- Continue to support community development agencies who demonstrate good stewardship of public funds.
- Continue to support fair and workforce housing programs.
- Explore potential partnerships to enhance core services.

# Neighborhood Integrity

## GOAL:

The city's neighborhoods are long-term, viable, safe, and appealing.

## OBJECTIVES:

### What does this mean for citizens?

- The city has diverse housing choices, and property values are stable or increasing.
- The city strives to ensure citizens are satisfied with the quality of life in their neighborhoods.
- The city strives to mitigate the negative impacts of neglected properties.

## ACTIONS:

### How will we achieve success?

- The city will strive to have proactive code enforcement.
- Consider additional options for code enforcement practices related to behaviors in tandem with occupancy regulations.
- The city will strive to be an affordable place to live for all citizens.
- Continue partnerships with Texas A&M University's off-campus housing efforts.
- Federal and state funds will be used to help provide workforce housing and address community development needs and opportunities.
- Use a geographic-based approach to deliver police services.
- The Police Department's Community Enhancement Unit will provide proactive neighborhood support.
- Continue to invest in the maintenance and rehabilitation of neighborhood infrastructure and facilities.
- Expand mobile-ready technologies to inform citizens and engage them on city issues and concerns.
- Engage with neighborhood residents to address concerns and capitalize on opportunities.
- Continue to support and partner with homeowner and neighborhood associations to proactively address their priorities and interests.

# Diverse & Growing Economy

## GOAL:

The city's diverse economy generates high-quality, stable jobs that strengthen the sales and property tax base and contribute to an exceptional quality of life.

## OBJECTIVES:

### What does this mean for citizens?

- The city's annual taxable value increases.
- The city's annual sales tax and hotel occupancy tax receipts increase.
- The number of high-paying, full-time private sector jobs increases.
- Adequate, serviceable land is available for economic development opportunities.
- Opportunities are available for starting and operating businesses.
- There will be an environment supportive of entrepreneurship.

## ACTIONS:

### How will we achieve success?

- Support, expand, and diversify a consumer-oriented economy.
- Expand and diversify efforts to generate job growth.
- Pursue workforce development to support economic development initiatives.
- Seek to increase weekday tourism.
- Protect major economic assets from incompatible encroachments.
- Support potential efforts to expand Easterwood Airport.
- Facilitate efforts to expand and enhance broadband internet services.
- Encourage diverse, business-to-business services.
- Plan and invest in infrastructure, facilities, services, personnel, and equipment needed to meet projected needs and opportunities.
- Consider business impacts when developing regulations and standards.
- Ensure adequate, serviceable land is available for economic needs.
- Maintain and increase relationships with local, regional, and public/private economic partners.
- Promote the College Station brand through business recruitment and destination marketing efforts.
- Continue to develop and promote signature events, features, and venues for residents and visitors.



# Improving Mobility

## GOAL:

The city has a safe, efficient, sustainable and well-connected multimodal and innovative transportation system which contributes to a high quality of life and is sensitive to surrounding uses.

## OBJECTIVES:

### What does this mean for citizens?

- The city increases the number of safe and complete ways to travel in town.
- The city increases the enforcement of traffic offenses in an effort to decrease vehicle accidents.
- City streets are not heavily congested for extended periods of time.
- City streets, sidewalks, bike lanes, and multimodal paths are well-maintained and free of hazards.

## ACTIONS:

### How will we achieve success?

- Provide streets which safely accommodate multimodal transportation.
- Ensure streets and sidewalks have features which promote pedestrian and bicycle safety.
- Seek transit opportunities through partnerships.
- Provide for land uses which support multimodal opportunities.
- Plan for infrastructure which meets projected growth and development.
- Identify and apply for federal and state funds to construct facilities.
- Make investments to help avoid long periods of traffic congestion.
- Promote a well-connected system of residential streets and collector avenues to ease the strain on expensive arterial boulevards.
- Create and fund a multi-year capital improvements program.
- Maintain and rehabilitate the system to avoid costly replacement.
- Maximize the system's efficiency, including intersection improvements, traffic signal timing, and signage.

# Sustainable City

## GOAL:

The city's conservation and environmental awareness is fiscally responsible and results in a real and tangible return on investment.

## OBJECTIVES:

### What does this mean for citizens?

- The city utilizes and purchases power from renewable energy sources.
- The city reduces energy and water consumption.
- The city reduces the volume of waste generated.
- The city uses land efficiently, effectively, and equitably.
- The city protects vulnerable environmental features.
- The city reduces the risk associated with flooding and other natural hazards.

## ACTIONS:

### How will we achieve success?

- Enhance conservation and recycling efforts.
- Utilize renewable energy.
- Purchase renewable energy.
- Protect potable water supply and its ability to meet projected demands.
- Conduct sound land use planning guided by the Comprehensive Plan.
- Increase participation in FEMA's Community Rating System program.
- Acquire flood-prone areas and their associated riparian areas through the Greenway Acquisition program.
- Seek grants and other sources of outside funding to support sustainability efforts.
- Encourage education about city conservation efforts and programs.
- Invest in co-production in service delivery where applicable.
- Identify strategies to utilize publicly owned land for future investments.

# FY25 Strategies

## *Good Governance*

- Maintain transparency and improve the public's ability to participate in government.
- Explore annexation opportunities.

## *Financial Sustainability*

- Explore and pursue methods of diversifying the city's sources of revenue.
- Review impact fees as a component of financing growth-related capital investments.
- Consider alternative infrastructure funding opportunities.

## *Core Services & Infrastructure*

- Evaluate options for a community recreation center.
- Consider the construction of a new Public Works facility.
- Increase and expand programming in our parks system.
- Begin planning and design of Southwest Park.
- Increase the number of baseball fields, including a championship field.
- Make infrastructure improvements in aging areas.

## *Neighborhood Integrity*

- Provide options for affordable, dense housing options in Northgate, Wolf Pen Creek, and other targeted areas to relieve housing pressure in existing neighborhoods.
- Pursue strategies to maintain housing affordability.
- Complete the Greater Northgate Small Area Plan.
- Reexamine plans for Midtown development.
- Explore additional behavior-related code enforcement practices.

## *Diverse & Growing Economy*

- Expand and diversify efforts to attract high-quality, stable jobs.
- Encourage workforce development to support economic development initiatives.
- Find opportunities to connect Century Square with Hensel Park.
- Initiate options for redevelopment of Wolf Pen Creek corridor and Post Oak Mall.
- Explore opportunities for a convention center.
- Identify options for future development or redevelopment areas.
- Expand efforts to attract weekday tourism.
- Consider methods of attracting tourism through investment in creative arts and performances.
- Expand Christmas in College Station.
- Engage Easterwood Airport to identify improved service opportunities.
- Improve infrastructure, programming, and opportunities in the Northgate area.
- Add gateway signage at every major entrance to College Station.

### *Improving Mobility*

- Expand public transit options and increase multimodal infrastructure.
- Work with contractors to ensure multimodal infrastructure is included in project design.
- Develop a new, broader relationship with Brazos Transit based on federal direction, including the need for local representation.

### *Sustainable City*

- Examine ways to utilize co-production for service delivery.

DRAFT

**April 10, 2025  
Item No. 8.2.  
Legislative Update**

**Sponsor:** Ross Brady, Chief of Staff

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding legislative engagement efforts.

**Relationship to Strategic Goals:**

Good Governance

**Recommendation(s):**

**Summary:** This item is intended to provide Council the opportunity to discuss legislative activities and the City's engagement efforts related to the State Legislature.

**Budget & Financial Summary:**

**Attachments:**

1. Letter to Senator Schwertner
2. Letter to Representative Dyson



Office of the Mayor  
City of College Station  
College Station, Texas 77482  
ph. 979.764.3541

**Via Regular Mail and Email**

March 24, 2025

The Honorable Charles Schwertner  
Texas Senate  
P.O. Box 12068  
Austin, Texas 78711

***Re: College Station's Legislative Priorities***

Dear Senator Schwertner:

On behalf of the City of College Station, the City Council thanks you for your continued service to District 5. As we enter the second half of the 89<sup>th</sup> Legislative Session the City Council wants to express concern over several bills which infringe upon home rule authority.

**S.B. 1509-Relating to the authority of a municipality to regulate within its Extra Territorial Jurisdiction (ETJ).**

The City Council has several significant concerns with the changes proposed by this bill. Cities were given the statutory right in the Texas Local Government Code to regulate their ETJ because of the health and safety risks presented by the proximity of properties in the ETJ and properties in the city limits. The changes proposed by SB 1509 undermine a city's ability to protect the health, welfare, and safety of their citizens. For example:

- The changes proposed in Sec. 212.044 and Sec 229.002 (b) exempt the ETJ from regulations meant to preserve health, safety, and welfare. Much of College Station's ETJ is not rural. There are subdivisions a stone's throw from one another, on either side of the city limit lines. The City's ability to regulate safe, healthful, and orderly development is undermined when another property physically abutting a property within the City is subject to no such regulations.
- The changes proposed in Sec. 212.047 (2) would exempt properties in the ETJ from needing municipal approval when extended, or widening roadways, regardless of the impact such changes may make to sewer and watermain access. How can a City be required to provide utility service to all areas of the ETJ, such as is proposed by SB 1844, without the ability to regulate road and utility infrastructure?

**S.B. 1567 Relating to the authority of home-rule municipalities to regulate the occupancy of dwelling units.**

This is an issue best determined at the local level. In recent years College Station has demonstrated a city's ability to balance competing interests within a jurisdiction in a way statewide regulation cannot.

In our community there is a high demand for student housing and single-family neighborhoods within close proximity of Texas A&M University (TAMU). In order to balance these competing interests, increase housing availability, and maintain housing affordability the City has instituted several measures including:

- Rezoning to allow greater density in the Northgate neighborhood, creating a dense urban district with multistory high-rise apartments within walking distance of campus.
- Creating a new zoning district called middle housing which allows for a flexible mix of housing types such as small lots, duplexes, and live-work units. These options provide greater density than your typical single-family zone.
- Adding a High Occupancy Overlay which allows more than four unrelated people to live together in certain areas of the City.
- Allowing the occupancy of Accessory Dwelling Units (ADUs).

While instituting these measures, the City has also continued to enforce an existing ordinance, dating back over 50 years, which prohibits more than four unrelated people from living together. This ordinance remains important because four unrelated adults can fit within a typical single family home. Allowing greater numbers increases the demand for a different type of housing, incentivizing developers to buy existing single-family homes and replace them with large dormitory-style housing. These changes not only alter the character of existing neighborhoods but also drive-up housing prices, limiting affordable housing for non-student individuals and families.

The balance College Station has struck between these competing interest groups is evident in the housing prices in College Station. Despite TAMU enrollment increasing by 82% between the year 2000 and 2025 housing prices in College Station are not out of line with housing process in any other comparable city in the state.

The ability to strike such balances and provide workable solutions for multiple groups is why we feel local government is the best level to address these issues.

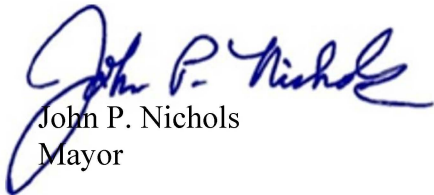
**S.B. 1883 Relating to the approval of land use assumptions, capital improvement plans, and impact fees.**

While in its current form this bill does not prohibit a City from imposing or collecting impact fees, the idea of doing so was proposed during a Senate Local Government Committee hearing this week. The City of College Station is strongly opposed to the abolishment of impact fees.

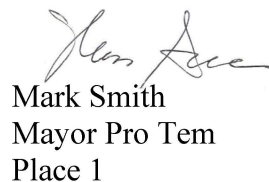
Housing affordability and a reasonable cost of living are important to all of us. However, rather than limiting housing affordability, impact fees serve to keep taxes low for all residents of a community. New homes and developments require infrastructure. To pay for the infrastructure a city has two choices, they can charge the group that is creating the expenses (the developers) for a portion of the *impact* of their development, or they can spread the cost out across all citizens, through taxation. It has been College Station's belief that the most fair and efficient method of paying for the increased infrastructure caused by development is through assessing fees on the development itself, rather than making existing citizens in older parts of the City pay for the full cost of new developments. In effect, the removal of impact fees would punish low-tax cities like College Station by removing one source of income which is directly tied to the expenses it is meant to offset.

Furthermore, removing or freezing impact fees has no effect on housing prices. When impact fees are removed there is no corresponding decrease to housing prices. The only group who will benefit economically from the freezing or removing of impact fees is the developers.

Sincerely,



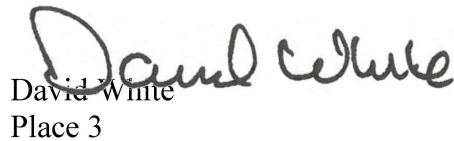
John P. Nichols  
Mayor



Mark Smith  
Mayor Pro Tem  
Place 1



William Wright  
Place 2



David White  
Place 3



Scott Shafer  
Place 6





Office of the Mayor  
City of College Station  
College Station, Texas 77482  
ph. 979.764.3541

**Via Regular Mail and Email**

March 27, 2025

The Honorable Paul Dyson  
Texas House of Representatives  
P.O. Box 2910  
Austin, Texas 78768

***Re: College Station's Legislative Priorities***

Dear Representative Dyson:

On behalf of the City of College Station, the City Council thanks you for your continued service to District 14. As we enter the second half of the 89<sup>th</sup> Legislative Session the City Council, wants to express concern over several bills which infringe upon home rule authority.

**H.B. 19-Relating to the issuance and repayment of debt by local governments, including the adoption of an ad valorem tax rate and the use of ad valorem tax revenue for the repayment of debt.**

The City Council strives to be good stewards of public funds. However, proposed legislation which further curtails a municipality's ability to issue debt does not equate to good stewardship. Instead, it prevents cities from being able to fund essential infrastructure projects. As an example, take the following sections of H.B. 19:

- Section 8 removes a City's ability to issues debt for public safety, judicial, recreational, or administrative structures. This ranges from fire stations and animal shelters to libraries and office buildings.
- Section 9 limits the use of CO debt to "only as necessary" to comply with state or federal law. This provision would remove a city's ability to issue CO's to fund local infrastructure projects.

Limiting the tools a city such as College Station has to address significant growth and imposing a one-size-fits-all policy on a city which has consistently proven to be a wise steward of taxpayer dollars is unnecessary and harmful to our local community. Bills such as this one will severely limit home rule authority by inhibiting a City's ability to fund the needs of the local community through the provision of essential public infrastructure projects.

**H.B. 2797-Relating to the authority of home-rule municipalities to regulate the occupancy of dwelling units.**

This is an issue best determined at the local level. In recent years College Station has demonstrated a city's ability to balance competing interests within a jurisdiction in a way statewide regulation cannot.

In our community there is a high demand for student housing and single-family neighborhoods within close proximity of Texas A&M University (TAMU). In order to balance these competing interests, increase housing availability, and maintain housing affordability the City has instituted several measures including:

- Rezoning to allow greater density in the Northgate neighborhood, creating a dense urban district with multistory high-rise apartments within walking distance of campus.
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The ability to strike such balances and provide workable solutions for multiple groups is why we feel local government is the best level to address these issues.

**H.B. 5489-Relating to a temporary moratorium on the imposition of an impact fee.**

We know this is a concern throughout the State, and we appreciate the consideration you have given this topic. However, impact fees are an important mechanism for the funding of infrastructure, and as a unified City Council, we wish to reiterate our concerns on this topic.

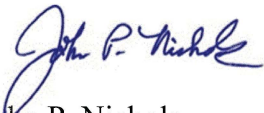
While in its current form this bill does not abolish impact fees but only proposes a temporary moratorium on the increase of existing and the imposition of new fees, the idea of abolishing

impact fees was discussed in a hearing on S.B. 1883 this week. The City of College Station is strongly opposed to the abolishment of impact fees.

Housing affordability and a reasonable cost of living are important to all of us. However, rather than limiting housing affordability, impact fees serve to keep taxes low for all residents of a community. New homes and developments require infrastructure. To pay for the infrastructure a city has two choices, they can charge the group that is creating the expenses (the developers) for a portion of the *impact* of their development, or they can spread the cost out across all citizens, through taxation. It has been College Station's belief that the most fair and efficient method of paying for the increased infrastructure caused by development is through assessing fees on the development itself, rather than making existing citizens in older parts of the City pay for the full cost of new developments. In effect, the removal of impact fees would punish low-tax cities like College Station by removing one source of income which is directly tied to the expenses it is meant to offset.

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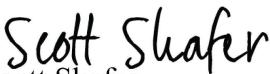
John P. Nichols  
Mayor



Mark Smith  
Mayor Pro Tem  
Place 1



William Wright  
Place 2



Scott Shafer  
Place 6

**April 10, 2025**  
**Item No. 8.3.**  
**2024 College Station Existing Conditions Report**

**Sponsor:** Heather Wade

**Reviewed By CBC:** Planning & Zoning Commission

**Agenda Caption:** Presentation, discussion, and possible action regarding the 2024 College Station Existing Conditions Report.

**Relationship to Strategic Goals:**

- Good Governance
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy
- Improving Mobility
- Sustainable City

**Recommendation(s):** Staff recommends that the City Council receive the 2024 Existing Conditions Report and provide feedback as appropriate. The Planning and Zoning Commission received this update at their April 3, 2025 meeting.

**Summary:** As part of the development and periodic evaluation of the Comprehensive Plan, it is important to have a foundation on which to base future expectations. The Existing Conditions Report is updated approximately every five years to assess the changing conditions in the community and inform future planning efforts. The 2024 Existing Conditions Report provides a snapshot of the current conditions in College Station between 2019 and 2023.

This report includes current conditions and trends for the following key areas: local context, natural environment, demographics, economic development, land use, public facilities, and transportation. The city looks at these key areas holistically to determine the appropriate expectations and direction of the Comprehensive Plan, including its implementation, monitoring, and evaluation.

**Budget & Financial Summary:**

**Attachments:**

1. Existing-Conditions-Report-2024





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

# EXISTING CONDITIONS REPORT

2019-2023





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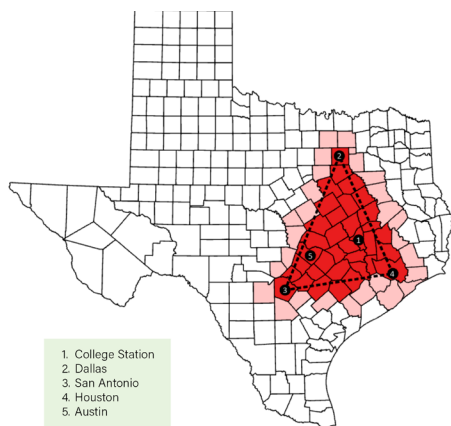




# INTRODUCTION

As part of the development and periodic evaluation of the Comprehensive Plan, it is important to have a foundation on which to base future expectations. The Existing Conditions Report is updated approximately every five years to assess the changing conditions in the community and inform future planning efforts. The 2024 Existing Conditions Report provides a snapshot of the current conditions that exist in College Station between 2019 and 2023.

This report includes current conditions and trends for the following key areas: local context, natural environment, demographics, economic development, land use, public facilities, and transportation. The city looks at these key areas holistically to determine the appropriate expectations and direction of the Comprehensive Plan, including its implementation, monitoring, and evaluation.



## Location

College Station is a city in Brazos County, situated at the eastern edge of the Central Texas region. Located in the center of the Texas Triangle, College Station is within a three-hour drive of five of the nation's 20 largest cities: Houston, San Antonio, Dallas, Austin, and Fort Worth. (Figure 1). College Station is positioned along State Highway 6 running north and south and in near proximity to State Highway 21 running west and east. Commuting to the larger cities (especially the Houston and Austin metro areas) and/or telecommuting from College Station is an increasing reality for residents.

*Figure 1: The cities and counties in or near the Texas Triangle, a megaregion of the U.S. state of Texas; Source: Planning and Development Services 2024*

The City encompasses approximately 51.2 square miles and has an Extraterritorial Jurisdiction (ETJ) of 160.87 square miles. In 2018, when the City's population exceeded 100,000 residents, the City's ETJ expanded in accordance with Chapter 42 of the Texas Local Government Code. Currently, the City's ETJ extends five miles from the City limits, except where it abuts the City of Bryan and where the two cities have negotiated their ETJ's.

The City shares a portion of its northern city limit line with the City of Bryan, and together the two cities form the core of the College Station-Bryan Metropolitan Statistical Area (MSA). The College Station-Bryan MSA is made up of Brazos, Burleson, and Robertson Counties and is home to approximately 278,000 residents. It is the 14th largest MSA in Texas and ranks fifth in the state for percent change in population, showing an 18.6% growth in population between 2012 and 2022 (Table 1).

*Table 1: Population by Metropolitan Statistical Area, Texas, 2012 vs. 2022 Ranked by Percent Change; Sources: U.S. Census Bureau, Population and Housing Unit Estimates Program; Texas Comptroller of Public Accounts analysis*

**Top 10 fastest growing Metropolitan Statistical Areas in Texas  
Percent Change from 2012 to 2022**

| <b>Texas MSA</b>               | <b>Total Change</b> | <b>Percent Change</b> |
|--------------------------------|---------------------|-----------------------|
| Austin-Round Rock-San Marcos   | 586,254             | 32.0%                 |
| Dallas-Fort Worth-Arlington    | 1,299,166           | 19.6%                 |
| San Antonio-New Braunfels      | 418,266             | 18.7%                 |
| Houston-Pasadena-The Woodlands | 1,158,391           | 18.7%                 |
| <b>College Station-Bryan</b>   | <b>43,636</b>       | <b>18.6%</b>          |
| Sherman-Denison                | 21,265              | 17.4%                 |
| Killeen-Temple                 | 72,525              | 17.1%                 |
| Midland                        | 24,875              | 16.3%                 |
| Tyler                          | 27,098              | 12.6%                 |
| Odessa                         | 16,397              | 11.3%                 |

College Station is home to the main campus of Texas A&M University, the flagship institution of the Texas A&M University System. In the fall of 2023, 68,115 students attended the College Station campus<sup>1</sup>. Texas A&M University is the oldest public institution of higher education in Texas, and the Texas A&M University Foundation had over \$3.2 billion dollars of endowment in 2023. The university has a triple designation as a land, sea, and space grant institution, reflecting the broad scope of the research endeavors it brings to the city, including ongoing projects funded by agencies such as NASA, the National Institutes of Health, the National Science Foundation, and the Office of Naval Research.

<sup>1</sup>Includes Distance Education students.



## History

The City of College Station is a young municipality, with its beginnings in the founding of Texas A&M College in 1876. Because of the school's isolation, school administrators provided facilities for those who were associated with the College and the campus became the focal point of community development. The area was designated "College Station, Texas" by the Postal Service in 1877, who derived the name from the train station located to the west of the campus. Growth of both the community and College influenced residents' desire to create a municipal government. The City of College Station was incorporated in 1938 as a result of a petition by 23 men representing on and off-campus interests to the Board of Directors of Texas A&M.

College Station witnessed growth to the north, east and south during the 1940s; however, the city's status as a general law city limited officials' ability to annex territory. Without a city charter, the council could only annex property in areas where residents petitioned for inclusion into the city limits. While the home rule amendment from 1912 allowed Texas cities with at least 5,000 inhabitants the legal right to compose and amend their own charters, College Station did not meet the required population threshold until the late 1940s. The City was the first general law city in the state to employ a City Manager in the 1940s and employed a "business manager" before that. The 1950 Census recorded College Station's population at 7,268, and on January 8, 1952, residents voted 220-11 to adopt a home rule charter with a council-manager form of government. The City first adopted zoning regulations in 1940, shortly after incorporation, to encourage orderly and desired growth of the City. The City began formal planning for growth and development in the 1960s.

## The Comprehensive Plan

The City of College Station aims to be a vibrant, forward-thinking, knowledge-based community, that promotes the highest quality of life for its residents and visitors. City leaders, stakeholders, and staff strive toward creating distinctive places, strong neighborhoods, a prosperous economy, engaging spaces, integrated mobility, exceptional services, managed growth, and collaborative partnerships. This vision and associated aspirations are laid out in the City's Comprehensive Plan.



Figure 2: City Aspirations

College Station's third Comprehensive Plan was originally adopted in May 2009 after thousands of hours of citizen participation. The plan covered a 20-year horizon and guided the city's growth and development. The 2009 Comprehensive Plan was conceived as a "living document" and recommended that the City regularly evaluate and update the Plan as conditions change in the community.

In 2019, City leadership and staff launched the 10-year evaluation of the plan – branded The Next 10 – that engaged over 800 citizens and stakeholders across the community and culminated in the 10-Year Evaluation & Appraisal Report. The report, officially adopted by the City Council in October 2020, recommended modifications to the Comprehensive Plan in response to changing conditions. Throughout 2021, City staff implemented the recommended changes which included revisions to goals, policies, actions, narrative, and maps, as well as the maps in associated master plans. The City Council adopted the updated Comprehensive Plan in October 2021.

## *Recognitions and Rankings*

In recent years, College Station has received many national recognitions and rankings in a variety of economic and social categories. Since 2019, College Station has gradually risen in the ranking for many quality-of-life metrics related to public schools, raising a family, and retirement. The City of College Station is also recognized as a high performing organization by several national accreditation agencies. Currently the City is among a small group of municipalities in Texas to simultaneously have national accreditations in police, fire, public safety communications, parks and recreation, water, and public works.

The City of College Station boasts a long history of planning excellence. In 2024, the City was recognized for the 18th year by the Richard R. Lillie FAICP Planning Excellence Program. This program recognizes municipalities that take a wholistic approach to community planning. The City is also known for its award-winning Comprehensive Plan, which was awarded the 2022 Comprehensive Plan Award by the Texas Chapter of the American Planning Association and the Central Texas section of the Texas APA Chapter. These two awards recognized the City's Comprehensive Plan for advancing "the science and art of planning."



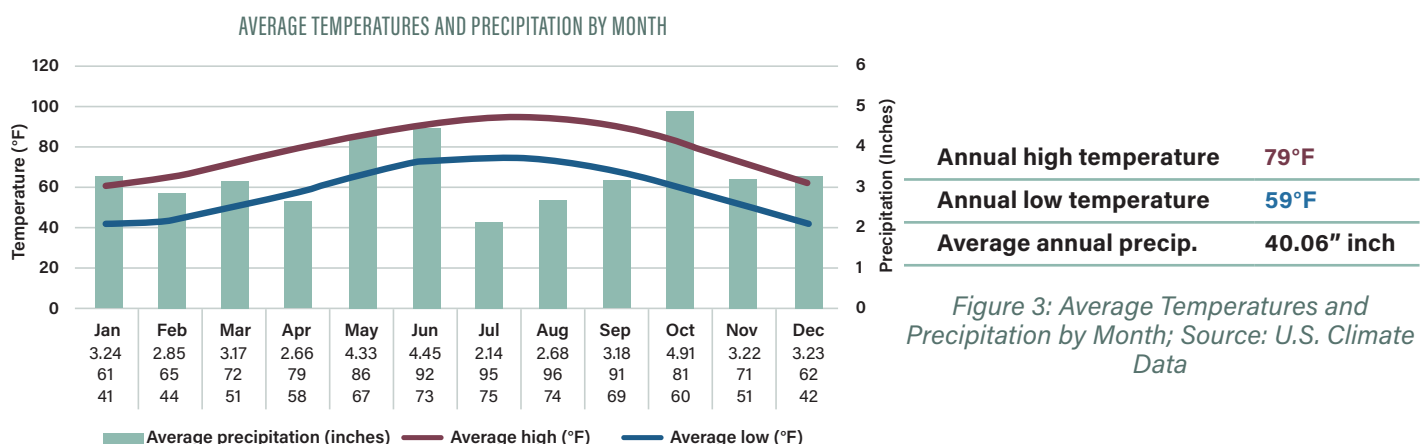




# NATURAL ENVIRONMENT

## *Climate and Weather*

Located about 367-feet above sea level, College Station has a subtropical and temperate climate. The winters are mild with periods of low temperatures that usually last less than two months (Figure 3). Snow and ice are rare, but several winter storms, including 2021 Winter Storm Uri, have changed the average snowfall. Summers are hot and humid with the primary variation in weather being occasional rain showers (Figure 3).



## Ecoregion

College Station is in the East Central Texas Plains, also known as the Post Oak Savannah or the Texas Claypan Area. The terrain of the Post Oak Savannah ranges from nearly flat to irregular rolling plains, and the landscape is moderately dissected by a low density of streams, flowing into several broad river systems. The City of College Station is flanked by the Brazos River to the southwest and Navasota River to the east, with the natural topography ranging from gently hilly in the center of town to relatively level terrain along the Brazos and Navasota River floodplains.

The undeveloped landscape is characterized by a mosaic of post oak woodland and grassland. Drought, grazing, and fire are the primary natural processes that have affected this ecoregion over time. Historically, this region would have experienced frequent low-intensity fire, maintaining the savannah structure with large mature trees and an understory of grasses. The combination of fire suppression and heavy livestock grazing has increased the cover of low-growing woody plants with poor fire-resistance, particularly Eastern Red Cedar and Honey Mesquite.

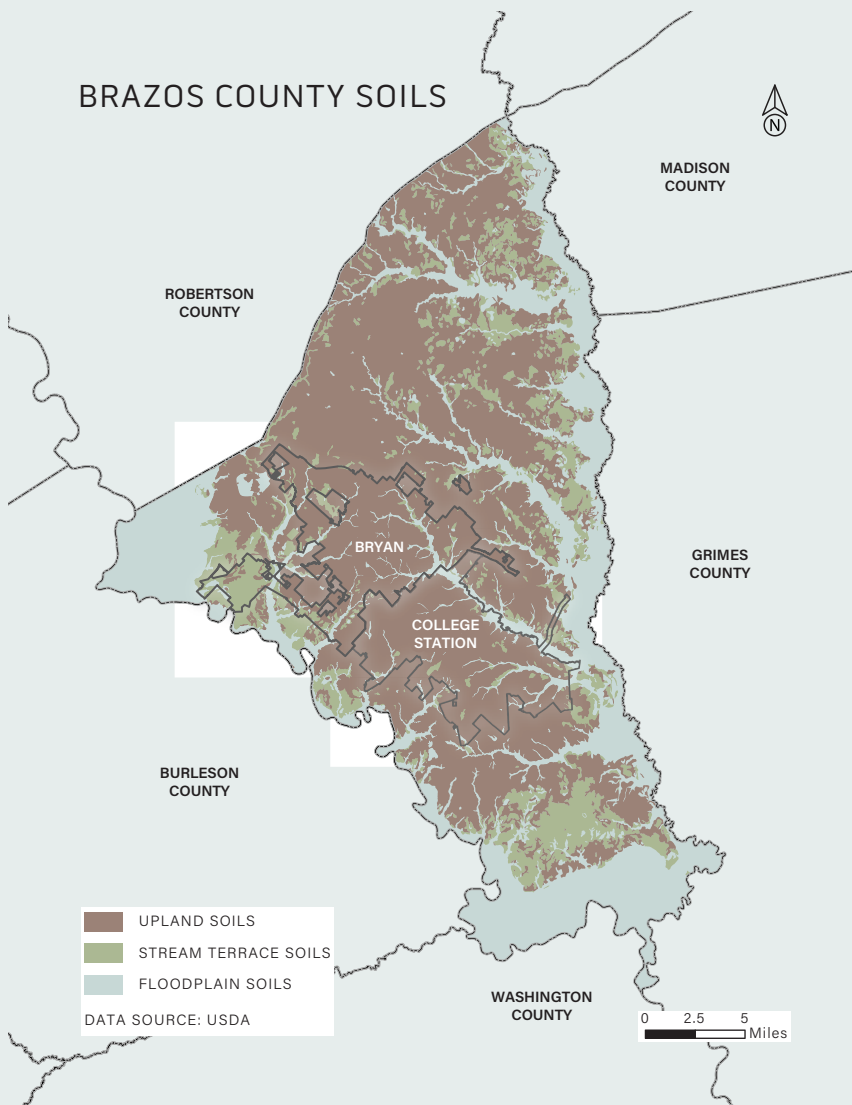


Figure 4: Brazos County Soils

## Soils

According to the United States Department of Agriculture's 2008 (spatial) and 2012 (tabular) Soil Survey of Brazos County, Texas, its soils are affected by post oak savannah (creating light and sandy soil with dense clay subsoil less than a foot under the surface) and prairie vegetation (creating dark loams and clays). Most of the city is comprised of loamy soil that has high shrink-swell, potentially creating challenges to foundation work necessary for urban development. Land around the floodplains is predominantly sandy and loamy, also impacting the shrinking and swelling of the soil. The floodplains consist of loamy and clayey soils that are not considered appropriate for urban development (See Figure 4).



## Floodplain

The city resides in the Region 8 Lower Brazos Flood Planning Region as identified by the Texas Water Development Board. The Lower Brazos Region encompasses approximately 23,442 square miles and includes 30 major lakes and reservoirs. The Lower Brazos River runs west of College Station, along the border between Brazos County and Burleson County, on its way to the coast, where it enters the Gulf of Mexico near Lake Jackson and Freeport. A network of waterways exists throughout the City of College Station. The largest is Carter Creek, with Wolf Pen Creek, Bee Creek, Lick Creek, Spring Creek, and Alum Creek running into it. There are approximately 3,959.30 acres of floodplain in the City limits, which accounts for 8.3 % of the city's land area.

The City employs development standards, future land use planning, and zoning provisions to protect and preserve the natural function of the floodplains. The future land use designation of Natural & Open Areas and the zoning district of Natural Areas Protected (NAP) are used to conserve natural areas and provide conveyance of floodwaters. Currently, 87.7 acres of floodplains are preserved in College Station through Natural Areas Protected (NAP) zoning. Additionally, the City proactively purchased a number of properties in the floodplain in order to mitigate disruptions to natural conveyance structures. Currently, the City of College Station owns 803.6 acres of floodplain in the City limits; most of this land is programed as city parks, greenways, and open spaces for the public's enjoyment.

The City's floodplain management program helps citizens minimize flood-related property damage as well as protect water quality, provide ideal wildlife habitat, and maintain dynamic travel corridors. The National Flood Insurance Program (NFIP) has designated the College Station as a Class-6 Community in recognition of the city's flood management efforts beyond the minimum National Flood Insurance Program standards. Subsequently, the flood insurance rates in College Station have been reduced by twenty (20) percent for structures in Special Flood Hazard Areas (SFHA) and ten (10) percent in all areas outside of the SFHA since 2020.

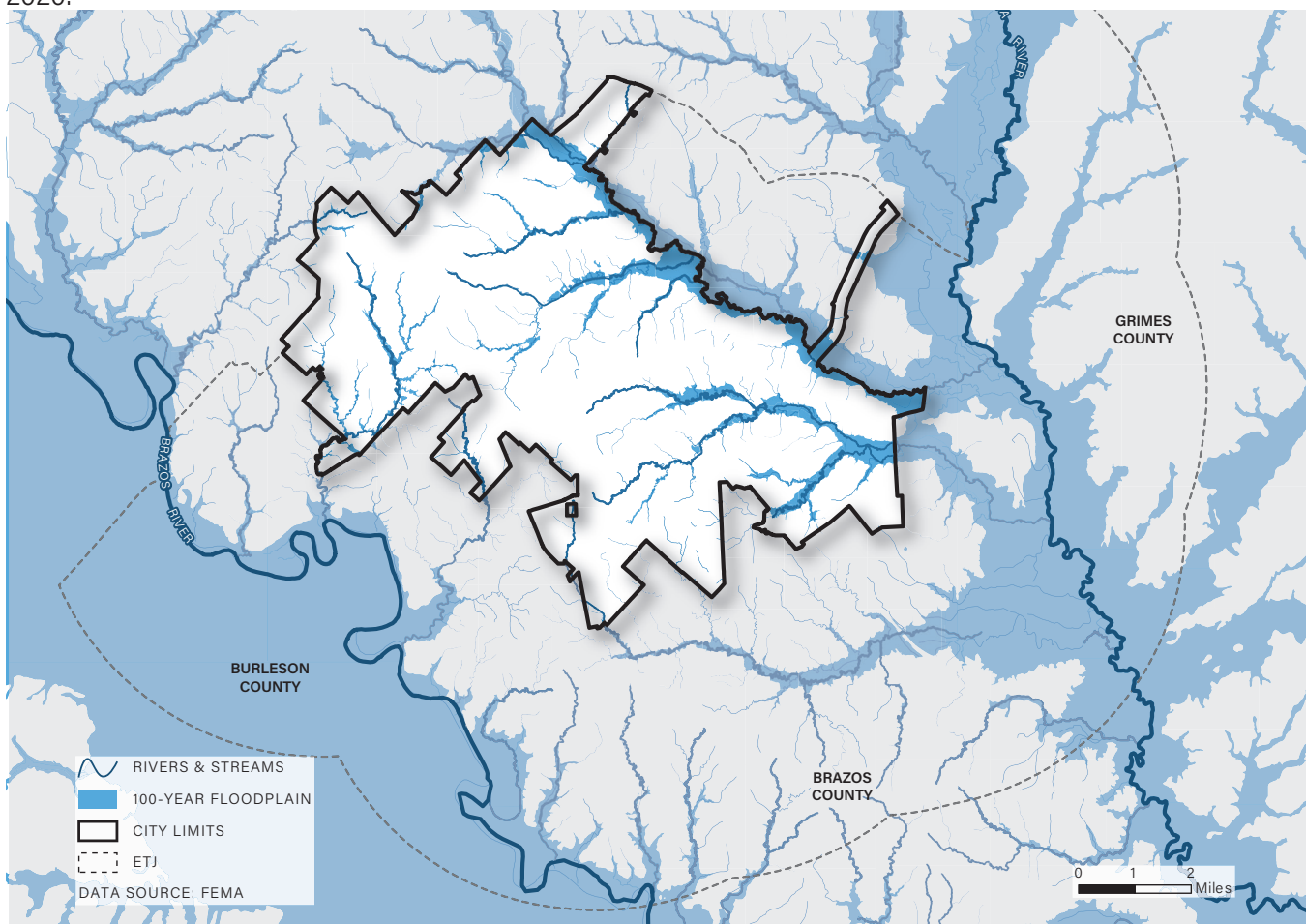


Figure 5: Floodplain Map of College Station



## DEMOGRAPHICS

### *Population*

The estimated population of College Station as of December 2023 was 128,370 (Planning and Development Services, 2024). Over the last five years, the City's population grew by approximately 7.9%, with an average annual growth rate of 1.5% (Table 2). This slower growth rate reflects the impact of the COVID-19 pandemic, particularly through reduced student movement and the shift to distance learning during 2020 and early 2021.



Table 2: College Station Population 2009-2023; Source: Planning and Development Services

| Year | Estimated Population | Annual Growth Rate | 5-Year Growth Rate |
|------|----------------------|--------------------|--------------------|
| 2009 | 93,450               | 2.81%              | 10.1%              |
| 2010 | 94,929               | 1.58%              |                    |
| 2011 | 96,767               | 1.94%              |                    |
| 2012 | 98,085               | 1.36%              |                    |
| 2013 | 100,096              | 2.05%              |                    |
| 2014 | 102,332              | 2.23%              | 18.9%              |
| 2015 | 106,581              | 4.15%              |                    |
| 2016 | 109,927              | 3.14%              |                    |
| 2017 | 116,893              | 6.34%              |                    |
| 2018 | 118,967              | 1.77%              |                    |
| 2019 | 121,489              | 2.12%              | 7.9%               |
| 2020 | 122,085              | 0.49%              |                    |
| 2021 | 124,511              | 1.99%              |                    |
| 2022 | 126,005              | 1.20%              |                    |
| 2023 | 128,370              | 1.88%              |                    |

The City's population estimates are calculated by adding projected population growth to a base number; typically, the population estimate from the most recent decennial census. Population growth is calculated by multiplying the number of demolition permits and recently issued residential certificates of occupancy by a multiplier. The multiplier is based on the average household size and occupancy rate from the most recent American Community Survey data releases.



## Growth Projections for 2030

Population projections for College Station were conducted at 2%, 2.5%, and 3% annual growth rates. Figure 7 compares trends and projections for 2030 against those from 2018 and 2023. Between 2014 and 2018, the City experienced an 18.9% growth rate, which influenced higher projections for 2030. However, the 2020 dip in growth altered this trajectory, leading to more conservative estimates.

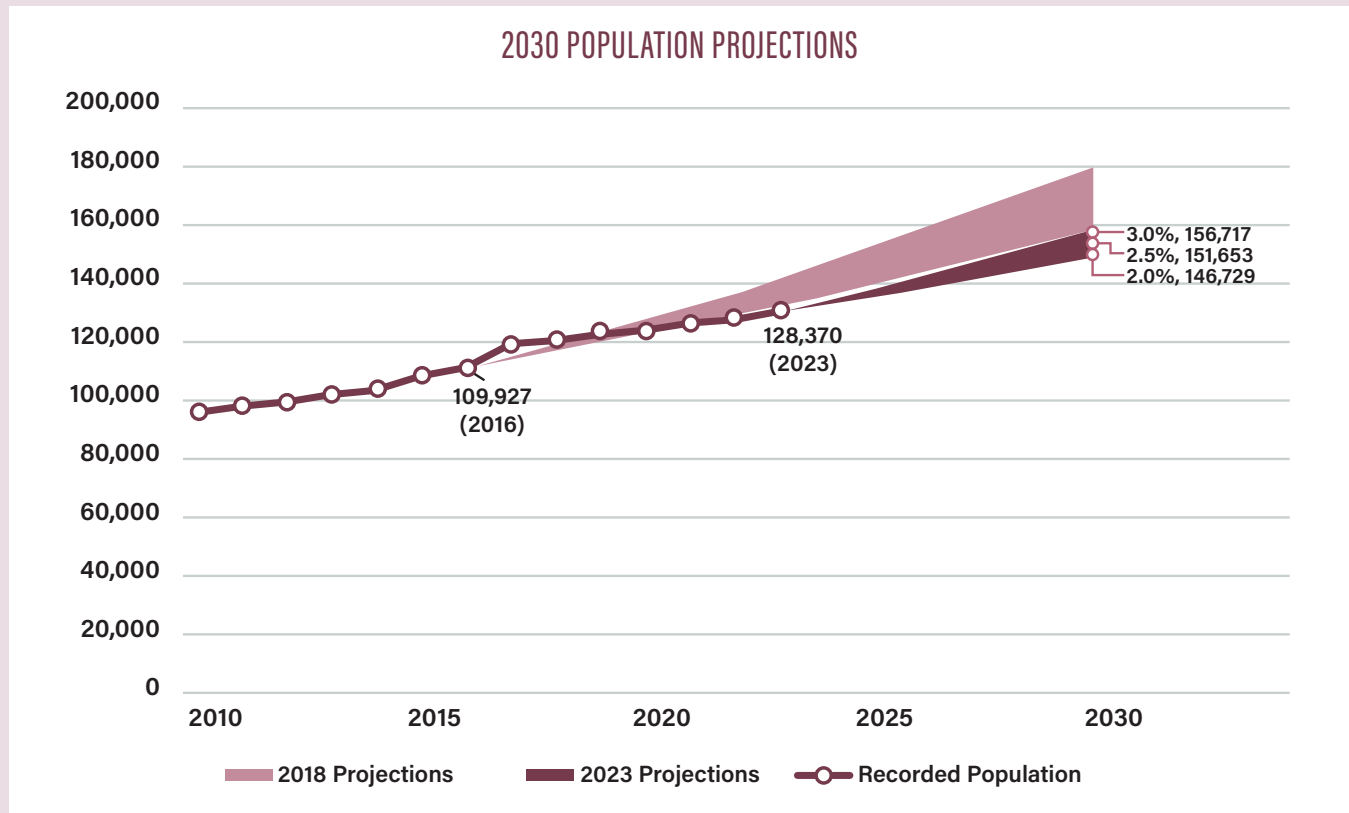


Figure 6: 2030 Population Projections for College Station; Source: Planning and Development Services

## STATE AND REGIONAL PROJECTIONS

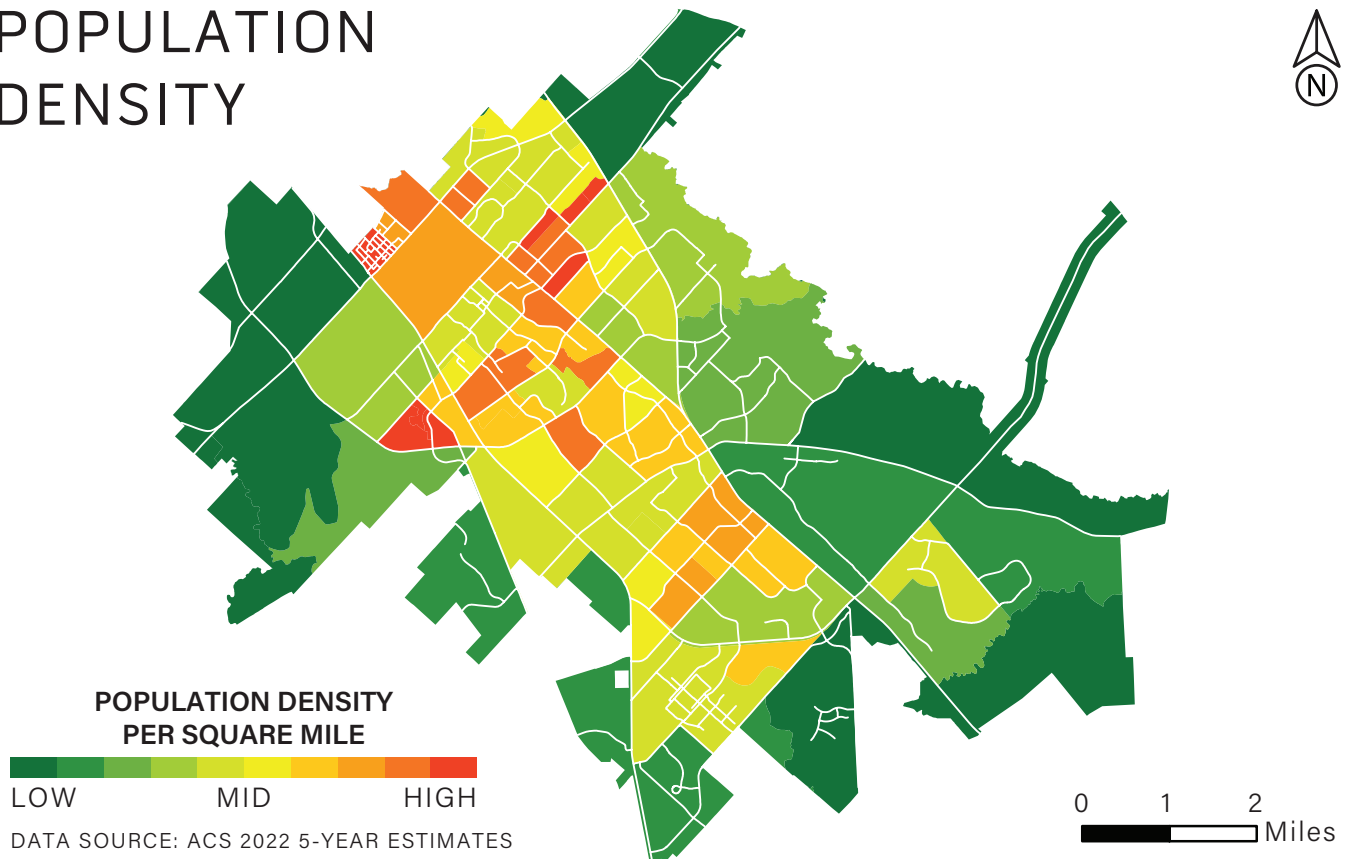
In 2022, the Texas State Demographer projected the state's population to reach between 44.4 million and 54.4 million by 2060. For Brazos County, the conservative estimate was 356,762, with a high-end projection of 458,282 (Figure 6). The College Station-Bryan metropolitan area is expected to grow to 424,700 by 2060, ranking 36th among 384 U.S. metropolitan areas (Stebbins, 2022).



## Density

The mean population density by block group in College Station is 8.75 people per acre, with the densest block group reaching 31 people per acre. Figure 7 illustrates population density across the City, where red areas indicate high-density zones, and green areas represent lower-density regions.

## POPULATION DENSITY



*Figure 7: Population Density by Block Group, 2022 5-Year Estimate*

## Age Distribution

The demographic structure of College Station reflects its status as a university town, with 25.6% of the population aged 20-24. Adjacent age groups (15-19 and 25-29) also constitute notable segments, highlighting the City's youthful character. Conversely, individuals aged 60 and above represent 11.2% of the population, with those 75 and older accounting for only 3%.

The City's 2023 population pyramid shows the largest proportion of residents in the university-age cohort. Comparisons with 2018 reveal stable trends, but notable increases in the 85+ and 50-54 age groups.

### POPULATION PYRAMID FOR CITY OF COLLEGE STATION

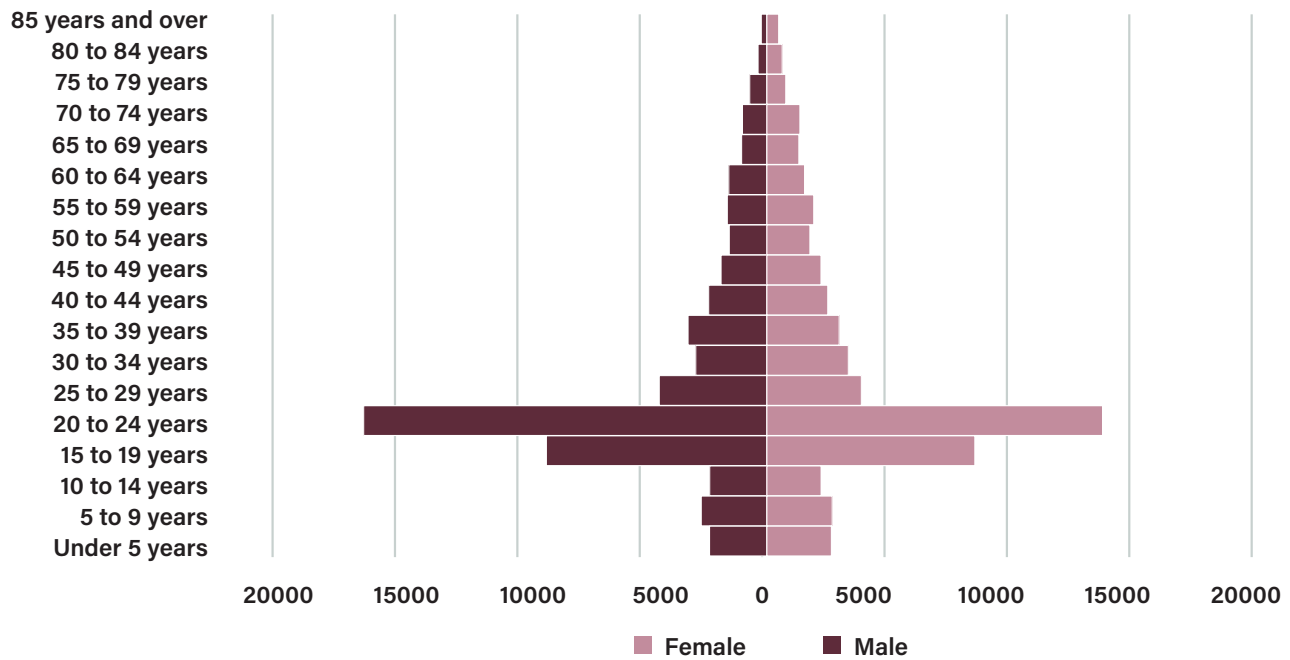


Figure 8: College Station Population Pyramid, 2023 1-Year Estimate

### PERCENT POPULATION CHANGE 2018 TO 2023

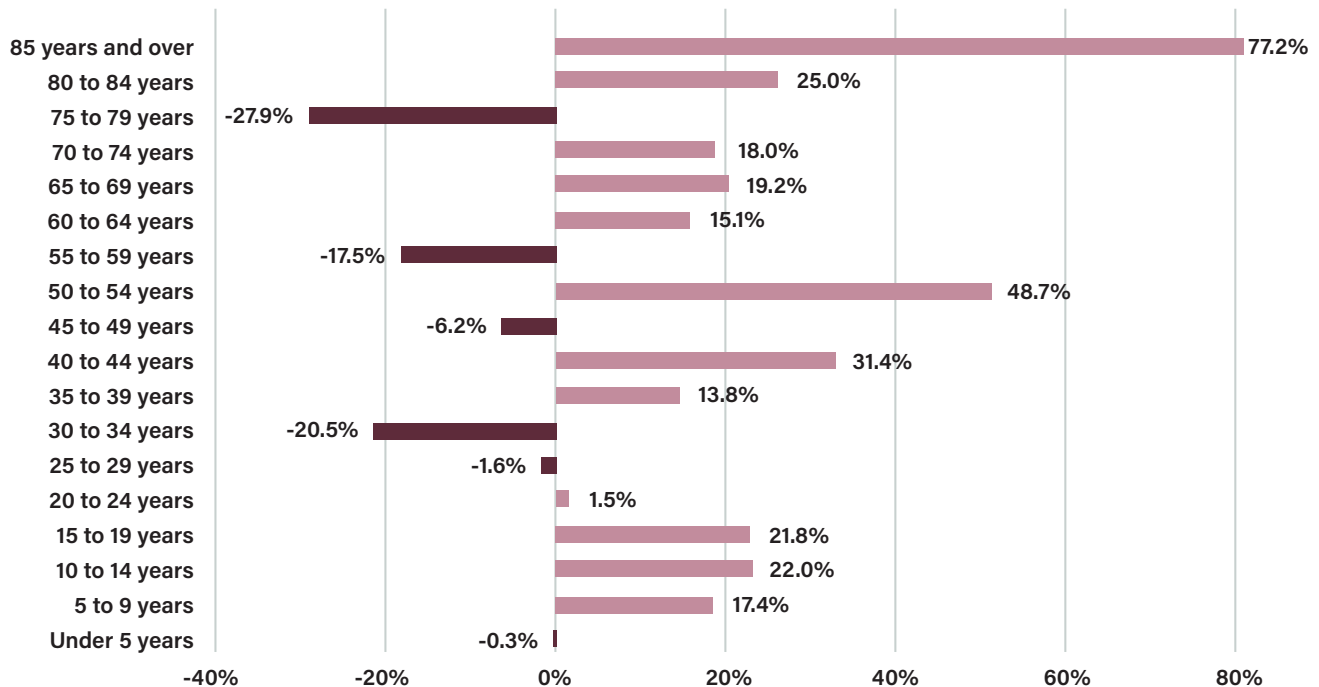


Figure 9: Percent Population Change by Age Category 2018-2023; Source: U.S. Census Bureau

Ethnicity and Race

As of 2023, 89.1% of College Station’s population identified as one race, while 10.9% identified as two or more races. The racial composition includes 67% White, 8.8% Black, 9.6% Asian, and 3.3% “some other race.” Hispanic or Latino residents comprise 18.4% of the population. Between 2010 and 2023, the Black, Hispanic, Asian, and “some other race” populations grew significantly, with increases of 56.9%, 84.5%, 34.3%, and 34.9%, respectively (Table 3).

Approximately 22.3% of residents speak a language other than English at home, with Spanish (11%), Indo-European languages (5.3%), and Asian/Pacific Islander languages (4.3%) being the most common.

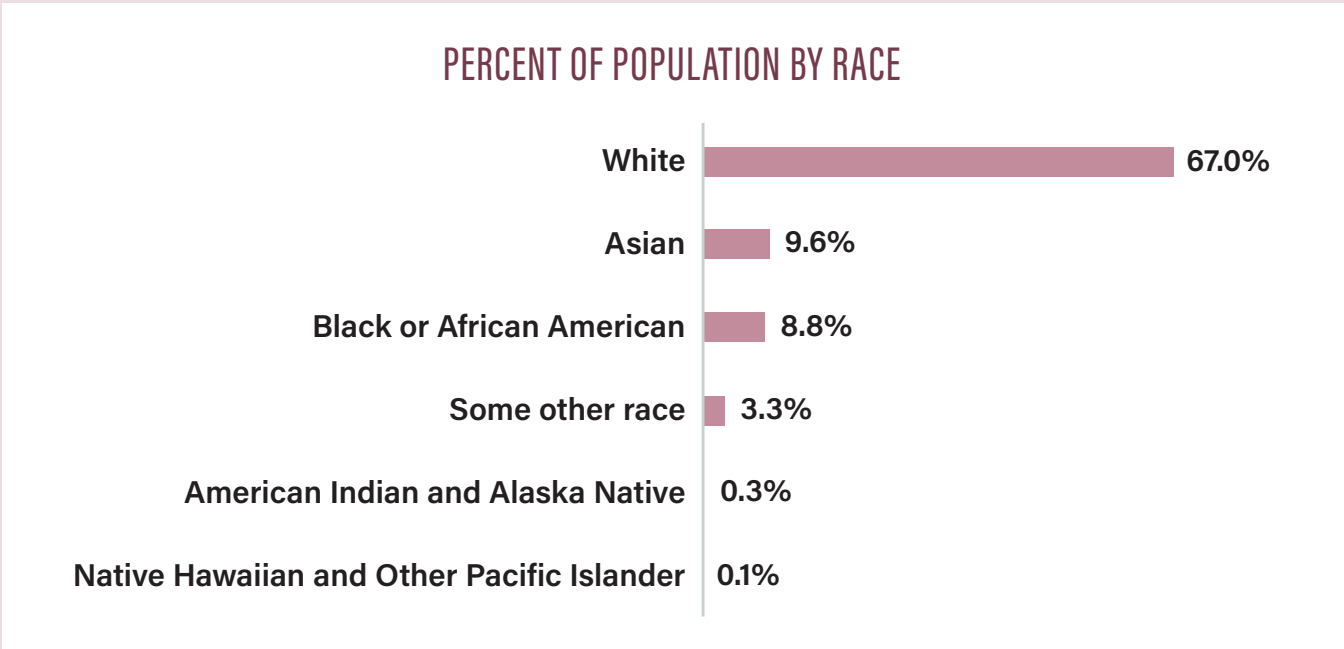


Figure 10: 2023 Race and Ethnicity; Source: U.S. Census Bureau, ACS 2023 5-Year Estimates

Table 3: College Station Race and Ethnicity 2010-2023; Source: U.S. Census Bureau.

| Race/Ethnicity  | 2010   | 2023   | Numerical Change | Percent Change |
|-----------------|--------|--------|------------------|----------------|
| White           | 72,502 | 81,524 | 9,002            | 12.42%         |
| Black           | 6,383  | 10,068 | 3,632            | 56.90%         |
| Asian           | 8,576  | 11,573 | 2,942            | 34.31%         |
| Hispanic        | 13,165 | 24,329 | 11,123           | 84.49%         |
| Some Other Race | 4,361  | 5,884  | 1,523            | 34.92%         |

## Education

### EDUCATIONAL ATTAINMENT

A substantial portion of College Station's population is highly educated. As of 2023, 59.1% of residents held a bachelor's degree or higher, while 5.7% had an associate's degree. Around 11% of the population was enrolled in K-12 schools. College students represent a significant demographic, with 35% of the total population enrolled in undergraduate or graduate programs.

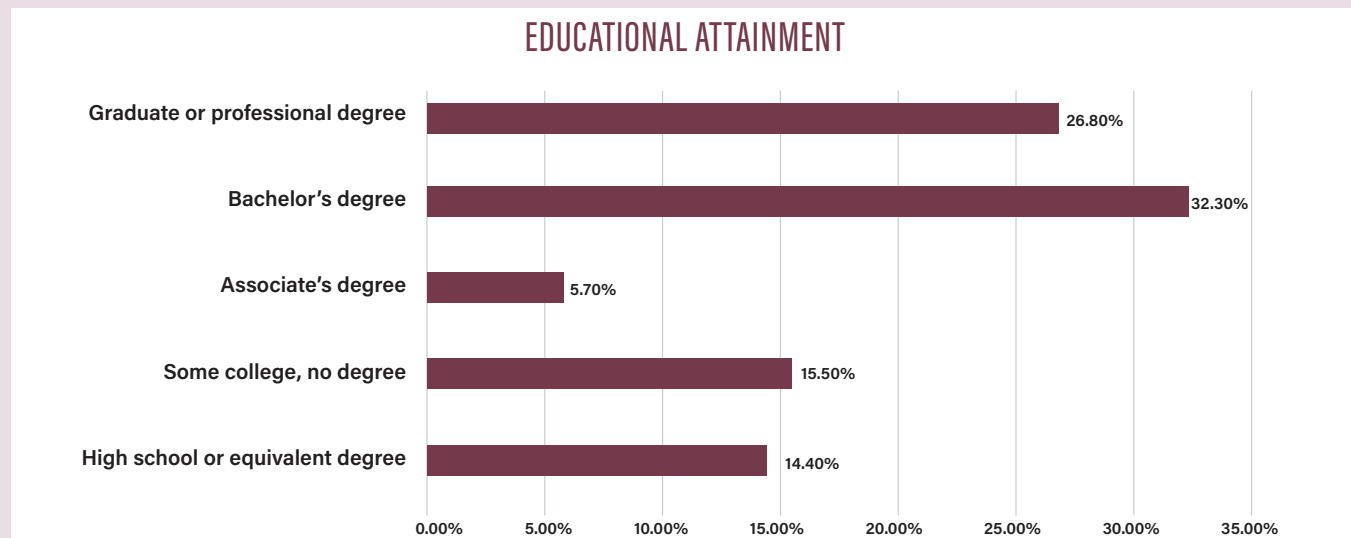


Figure 11: Educational Attainment; Source: U.S. Census Bureau ACS 2023 1-Year Estimate

### HIGHER EDUCATION ENROLLMENT

The growth of Texas A&M University significantly influences College Station's population trends. Since the 1960s, the university's expanded enrollment, including the removal of its 50,000-student cap, has driven demographic changes. In 2024, the University's Capacity Study recommended pausing undergraduate growth for five years due to infrastructure constraints.

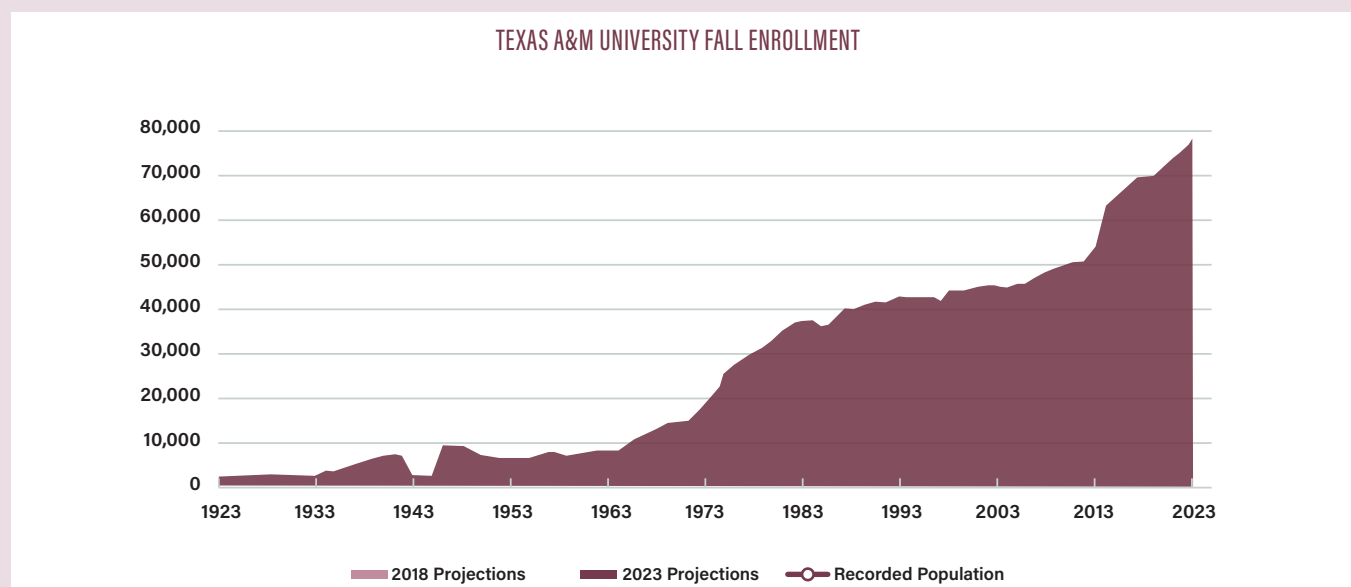


Figure 12: Texas A&M University Fall Enrollment; Source: Texas A&M University Office of Academic and Business Performance Analytics; Note: In 2013, Texas A&M added the School of Law campus enrollment to its enrollment counts. In 2014, the university added Galveston, Qatar, and other campuses to the enrollment count.

Enrollment figures increased from 56,948 in 2014 to 71,127 in 2023, due to the university including other campuses in its enrollment counts, such as Qatar and the School of Law, and the removal of the 50,000 student enrollment cap. The College Station student enrollment in the fall 2023 semester was 68,115.

*Table 4: College Station Campus In Person Fall Enrollment Student Headcount; Source: Texas A&M University*

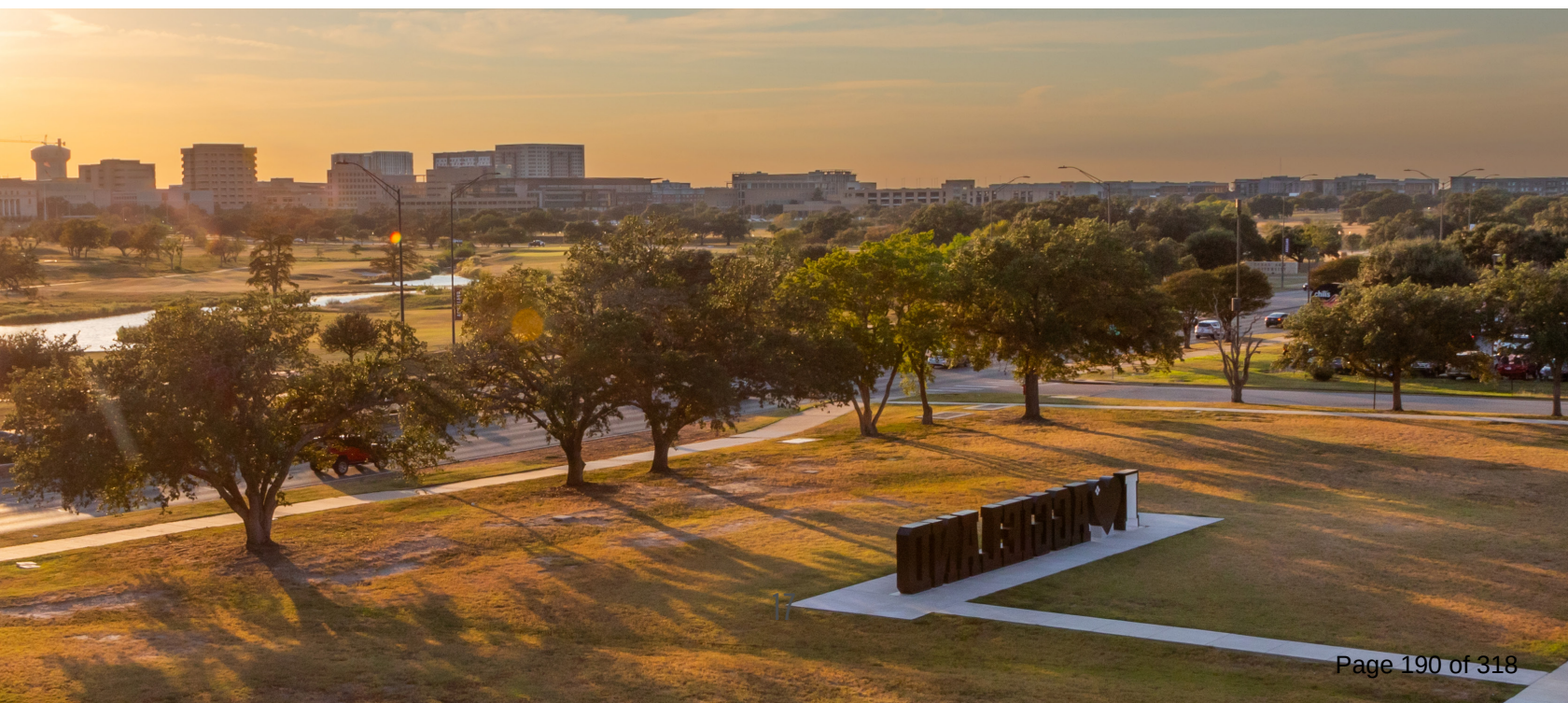
| Fall Term | Students* |
|-----------|-----------|
| 2020      | 63,280    |
| 2021      | 64,902    |
| 2022      | 65,914    |
| 2023      | 68,115    |

*\*Note: Enrollment numbers include both in person and distance education students enrolled at College Station campus.*

Blinn College, though smaller, also impacts the local student population. From 2019 to 2023, Texas A&M University saw a 9% enrollment increase. Campuses in the City of Bryan, Blinn College and Texas A&M Health Science Center, experienced a 5.7% decline and 19.6% increase, respectively, during the same period (Table 5).

*Table 5: Institutions of Higher Education and Enrollments, Fall 2019 and Fall 2023;  
Source: Texas Higher Education Coordinating Board*

| Institution                     | Institution Type            | Fall 2019 Enrollment | Fall 2023 Enrollment* | Percent Change in Enrollment |
|---------------------------------|-----------------------------|----------------------|-----------------------|------------------------------|
| Texas A&M University            | University                  | 63,859               | 69,598                | 9.0%                         |
| Blinn College District*         | Junior or Community College | 14,082               | 9,905                 | -29.7%                       |
| Texas A&M Health Science Center | Health Science School       | 2,887                | 3,454                 | 19.6%                        |
| <b>Total</b>                    | <b>N/A</b>                  | <b>135,079</b>       | <b>138,320</b>        | <b>2.4%</b>                  |





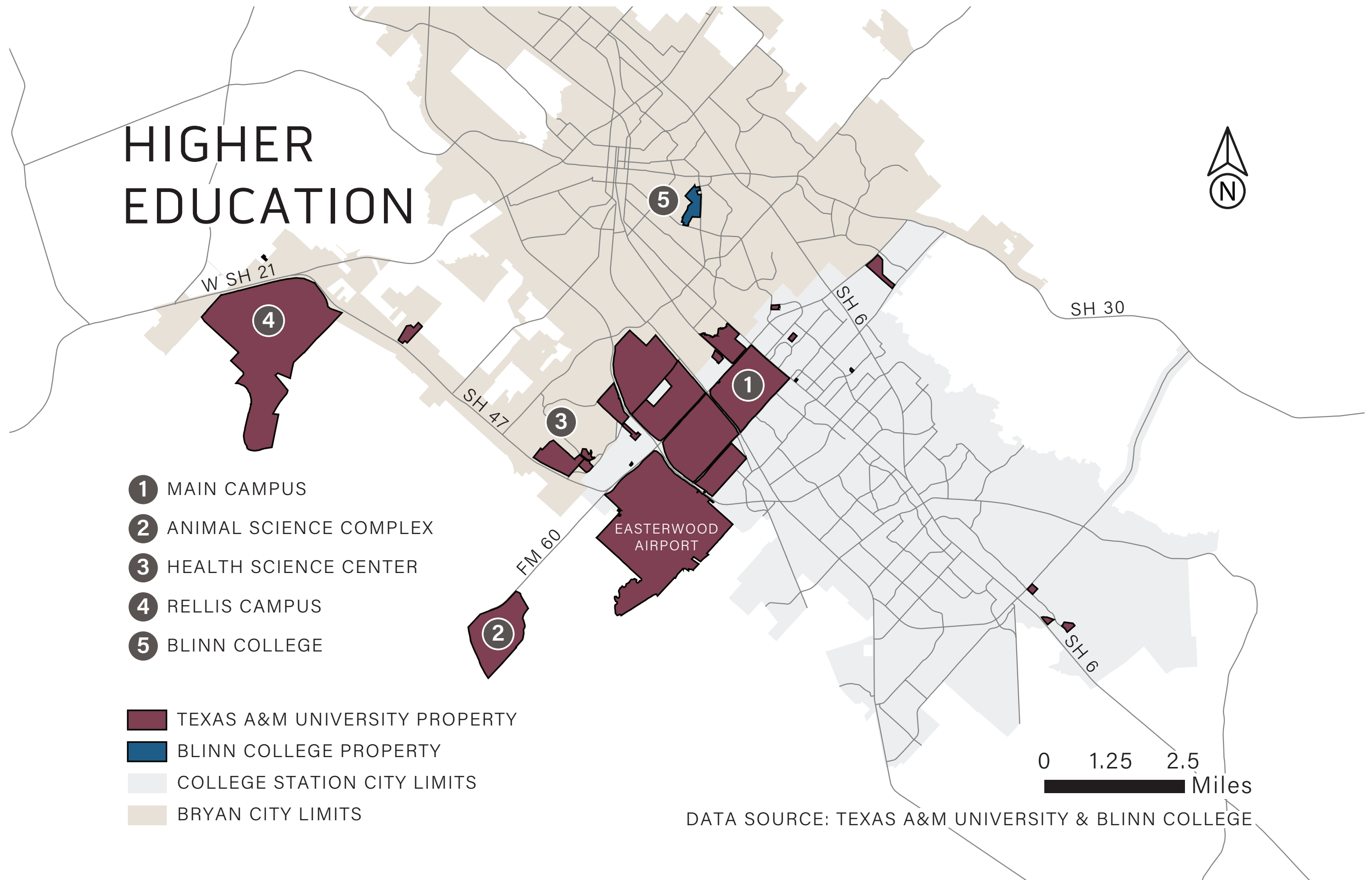


Figure 13: Map of Texas A&M University Property; Source: Planning and Development Services

## Income

The 2023 median household income in College Station was \$47,632, significantly lower than Texas' median of \$75,780. Poverty rates vary by age, with 13.5% of children, 36.8% of working-age adults, and 9.6% of seniors living below the poverty line. Family households have a median income of \$91,354, while married-couple families earn significantly more at \$112,420. Nonfamily households report a much lower median income of \$31,102.

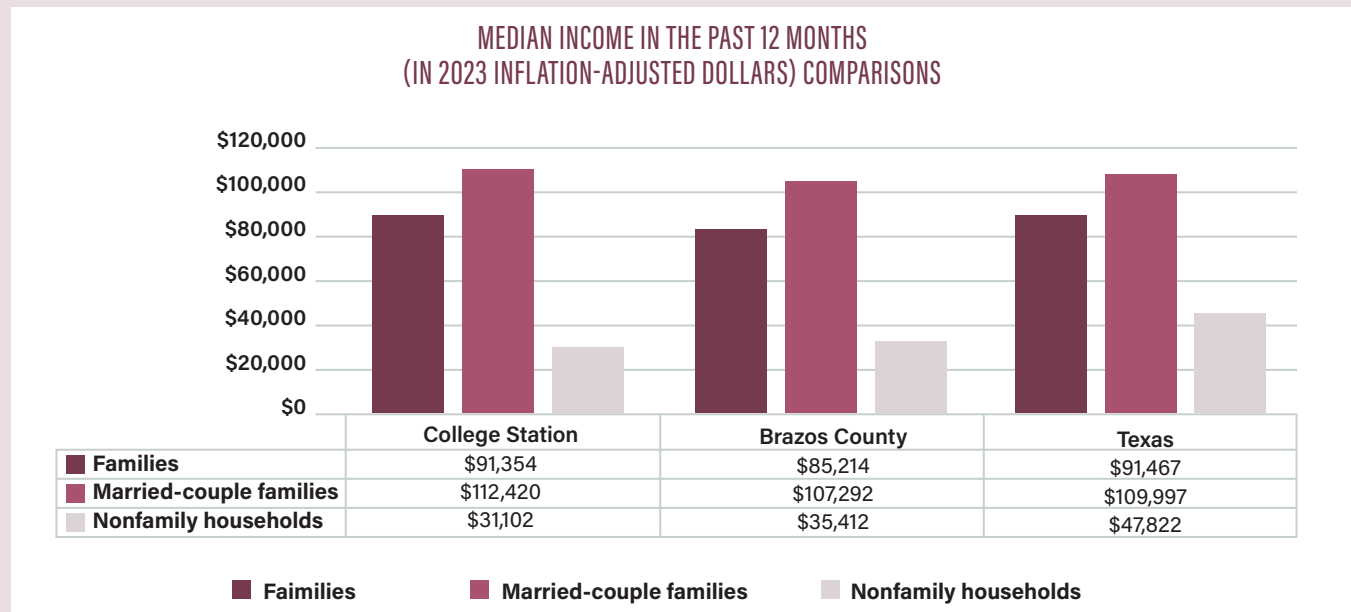


Figure 14: Median Income in the Past 12 Months Comparisons; Source: U.S. Census Bureau 2023 1-Year Estimate

## Vulnerable Populations

In College Station, several factors contribute to the vulnerability of specific population groups, including children, the elderly, non-English speakers, individuals with disabilities, and those living below the income poverty threshold. Notably, 7.3% of the City's population lacks health insurance, limiting access to essential healthcare services. Approximately 22.3% of residents speak a language other than English at home, with Spanish being the most common (11%) (Figure 15). Of those who speak a non-English language, 5.4% report speaking English less than "very well."

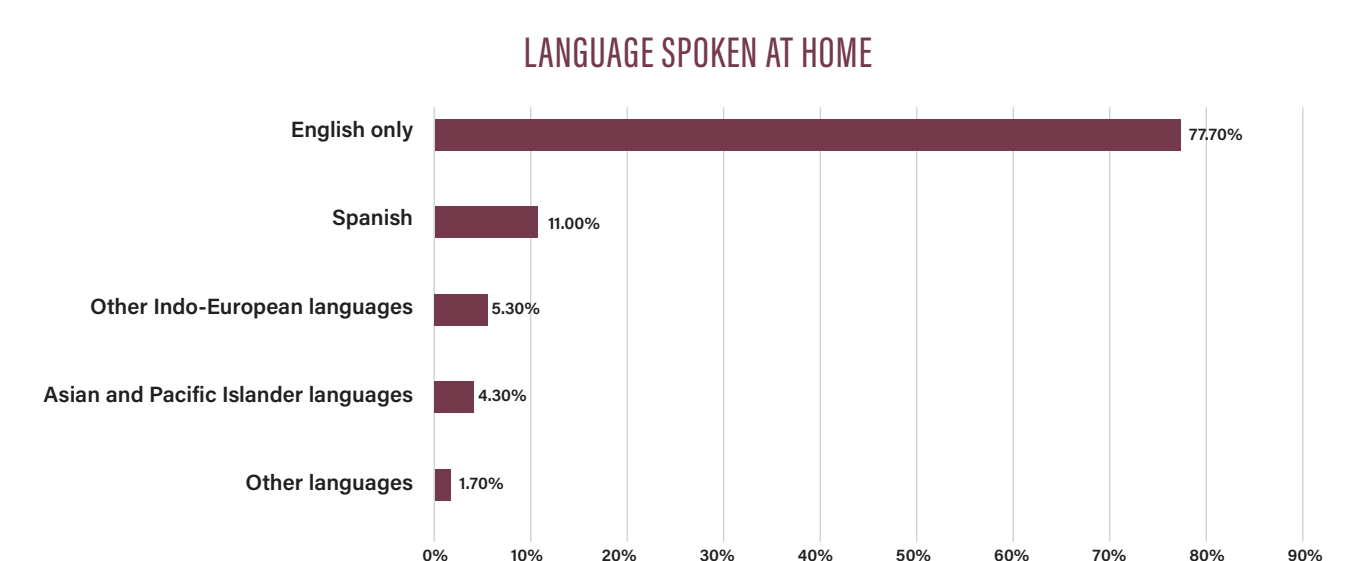
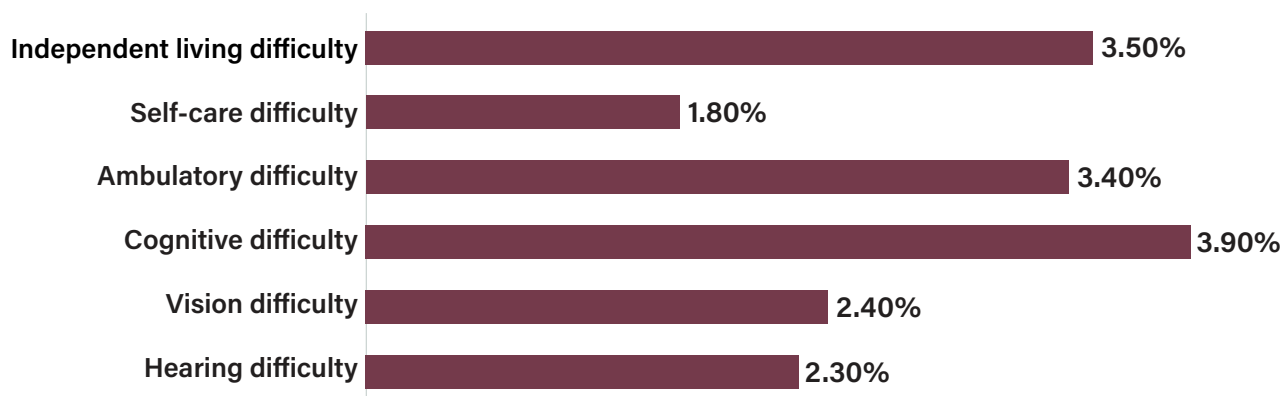


Figure 15: Language Spoken at Home; Source: U.S. Census Bureau, ACS 2023 1-Year Estimate

Approximately 8.8% of the total population (11,023 people) has a disability. Disability types were categorized across age groups, reflecting varying impacts.

## POPULATION WITH A DISABILITY



*Figure 16: Population with a Disability by Type; Source: U.S. Census Bureau ACS 2023 1-Year Estimate*

## Household Size and Composition

Data on household composition and occupancy patterns in College Station highlights the diversity of living arrangements and housing units, reflecting the City's demographic makeup, substantial student population, and variety of household types.

### HOUSEHOLDS AND FAMILY COMPOSITION

College Station is home to approximately 47,029 households, with 35.4% consisting of married couples, 29.9% of male householders without spouses or partners, and 29.7% of female householders in similar circumstances. Individuals living alone represent 17.8% of households, with only 3.4% involving individuals aged 65 or older living alone. Additionally, 22.7% of households include children under 18 years old, and 14.7% have members aged 65 or older. The average household size is 2.37, slightly lower than the average family size of 3.05.

### HOUSEHOLD SIZE AND OCCUPANCY

Occupied housing units in College Station predominantly consist of smaller households. Single-person households account for 31.5% of all units, with renters representing a significant majority (37.5%) compared to owners (20.4%). Two-person households are also prevalent, making up 32.9% of all units, with a more balanced distribution between owner-occupied (35.4%) and renter-occupied (31.6%) units. Larger households with four or more occupants are more common among homeowners (24.8%) compared to renters (16.7%), indicating that larger family units are more likely to own their homes.



## FAMILY AND NONFAMILY HOUSEHOLDS

### HOUSEHOLDS BY TYPE

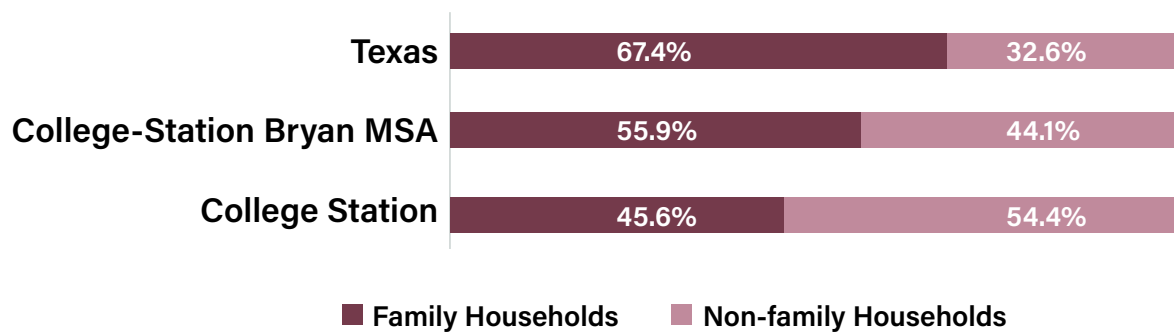


Figure 17: Households by Type; Source: U.S. Census Bureau

Family households make up 45.6% of all housing units, with significant differences between owner-occupied and renter-occupied units. Among owner-occupied housing, 76.0% are family households, while renters are predominantly nonfamily households (70.7%). Married-couple families dominate the family household category for owners (68.8%), whereas renters have higher shares of other family types (11.8%) and single-parent households.

Nonfamily households form the majority (54.4%) of all housing units, with renters accounting for 70.7% of this group. Single-person households (37.5% of renters) are particularly common, consistent with a student-oriented rental market. Renters are also more likely to live with roommates or other nonfamily members (33.2%) compared to homeowners (3.6%).

## PRESENCE OF CHILDREN

### HOUSEHOLD COMPOSITION: CHILDREN

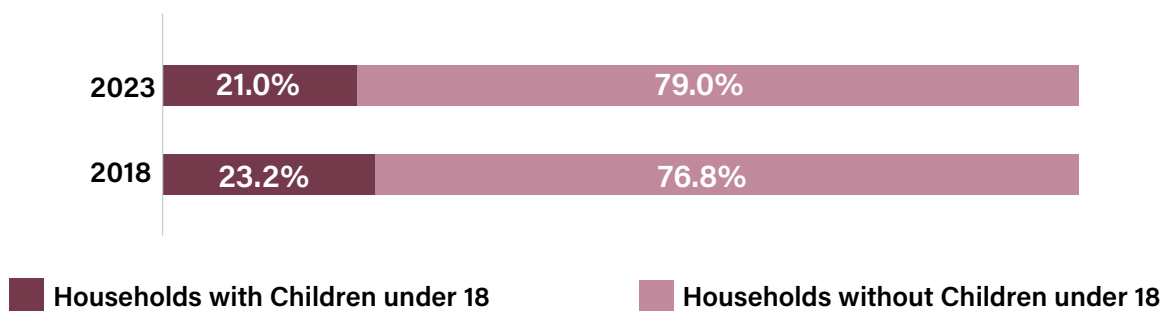
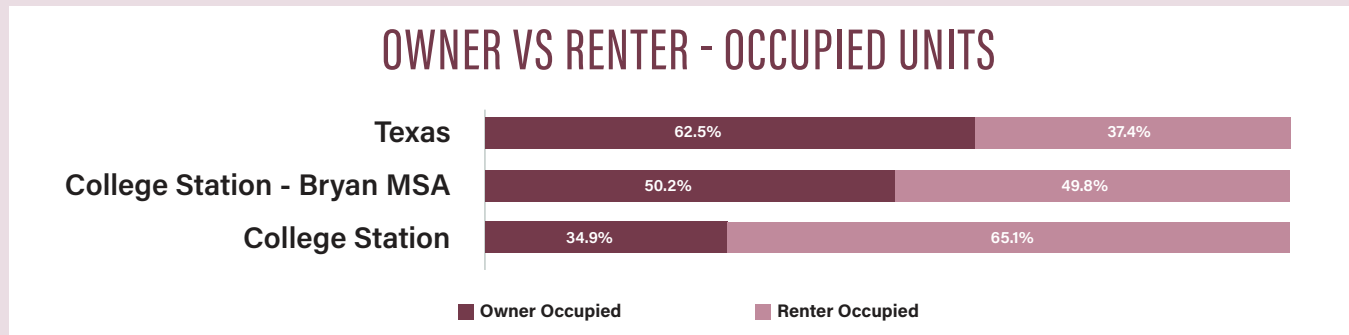


Figure 18: Household Composition – Children, Source: U.S. Census Bureau

Family households with children are more common among homeowners. Approximately 22.3% of households have children under 18, with 35.7% of owner-occupied units falling into this category compared to 15.1% of renter-occupied units. Renters with children are more likely to have younger children, whereas homeowners are more likely to have children aged 6 to 17 years.

## RENTER- VS. OWNER-OCCUPIED HOUSING

The data reflects a clear divide between owner-occupied and renter-occupied housing in College Station. Renters dominate the housing landscape, particularly among younger, smaller households and nonfamily living arrangements, indicative of the university influence on the local housing market. Meanwhile, owner-occupied housing has more families, older residents, and larger households. These trends highlight the unique housing dynamics shaped by the city's diverse population and economic drivers.



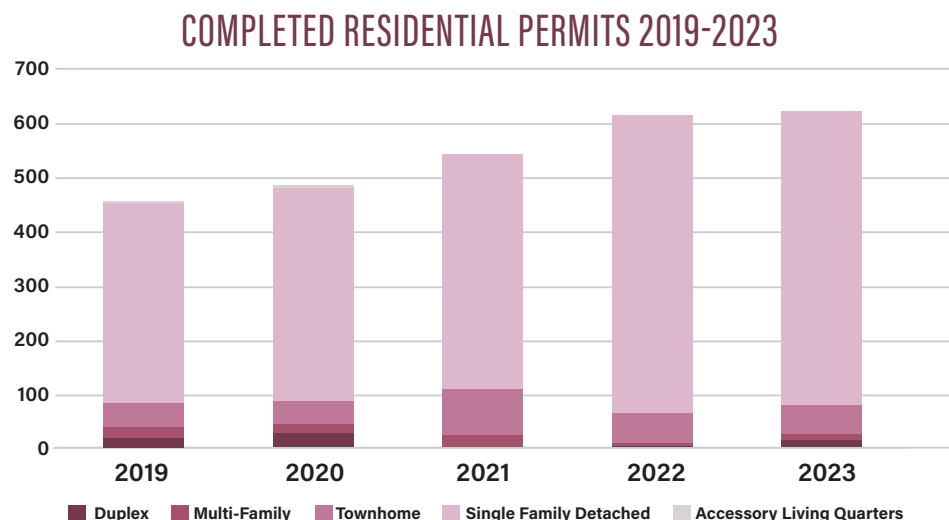
*Figure 19: Owner vs Renter Occupied Housing Units Comparisons;  
Source: U.S. Census Bureau ACS 2023 1-Year Estimates*

A clear divide exists between owner-occupied and renter-occupied housing in College Station. Renters dominate the housing landscape, particularly among younger, smaller households and nonfamily living arrangements, reflecting the influence of the local university. Owner-occupied housing is more prevalent among families, older residents, and larger households, underscoring the varied housing dynamics shaped by the city's diverse population and economic drivers.

## Housing

### STOCK AND INVENTORY

From 2019 to 2023, completed residential construction permits fluctuated across housing types. Single-family detached homes dominated, peaking at 548 permits in 2022. Overall, completed residential permits increased from 2019 to 2023, peaking at a total of 621 residential permits completed in 2023. In the five-year report period, a total number of 2,718 permits were completed all the way through the certificate of occupancy process, comprising a total of 5,683 units. While single family detached accounts for the largest portion of residential permits, multi-family accounts for the largest portion of units.



Housing units reflect a diverse mix: 54.3% have two or three bedrooms, 28.6% have four or more bedrooms, and smaller units account for the remainder. Most housing stock is relatively modern, with 45.6% built between 2000 and 2019 and an additional 4.57% constructed since 2020.

*Figure 20: Completed Residential Permits by Type 2019-2023;  
Source: Planning and Development Services*

## NEW RESIDENTIAL UNITS CONSTRUCTED BY YEAR

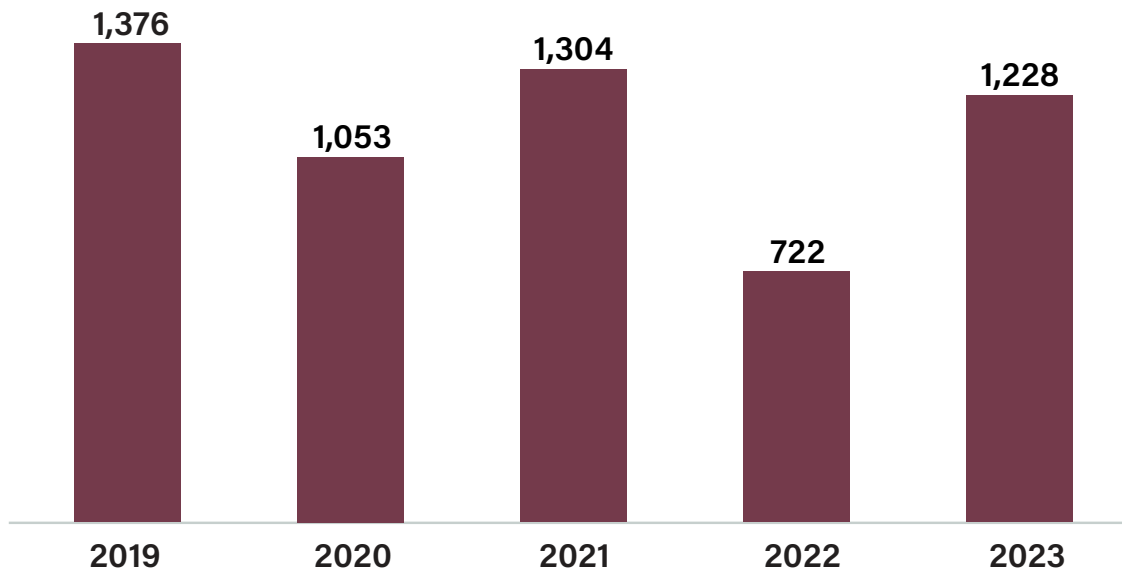


Figure 21: New Residential Units Constructed by Year; Source: Planning and Development Services

Table 6: Completed New Residential Permits\* 2019-2023; Source: Planning and Development Services

| Residential Permit Type   | 2019 | 2020 | 2021 | 2022 | 2023 |
|---------------------------|------|------|------|------|------|
| Duplex                    | 20   | 30   | 3    | 6    | 17   |
| Multi-Family              | 21   | 16   | 22   | 3    | 12   |
| Townhome                  | 45   | 42   | 85   | 57   | 52   |
| Single Family Detached    | 367  | 394  | 433  | 548  | 540  |
| Accessory Living Quarters | 2    | 3    | 0    | 0    | 0    |

\*Note: Completed residential permits are those that have completed the development process, resulting in construction and issuance of certificates of occupancy.

Table 7: New Residential Units Constructed 2019-2023; Source: Planning and Development Services

| Residential Type          | 2019 | 2020 | 2021 | 2022 | 2023 |
|---------------------------|------|------|------|------|------|
| Duplex                    | 40   | 60   | 6    | 12   | 34   |
| Multi-Family              | 922  | 554  | 780  | 105  | 602  |
| Townhome                  | 45   | 42   | 85   | 57   | 52   |
| Single Family Detached    | 367  | 394  | 433  | 548  | 540  |
| Accessory Living Quarters | 2    | 3    | 0    | 0    | 0    |

## HOUSING UNITS BY BEDROOM COUNT

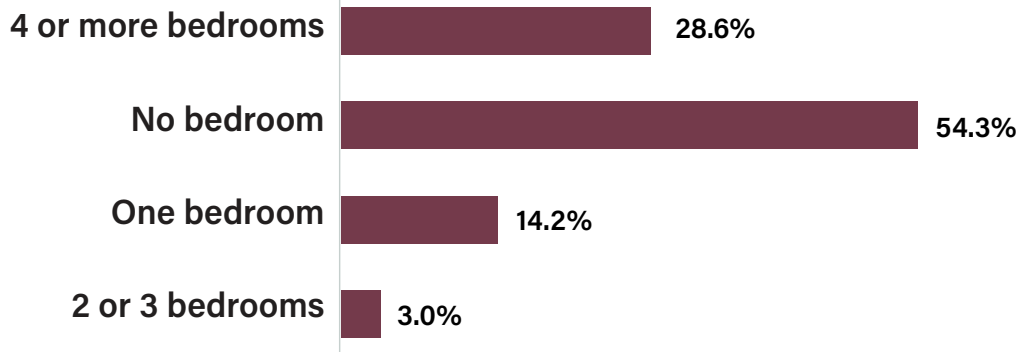


Figure 22: Housing Units by Bedroom Count; Source: U.S. Census Bureau ACS 2023 1-Year Estimate

The occupied housing stock in College Station reflects a dynamic growth pattern over the decades, with the majority of housing units being relatively modern. Table 8 highlights a relatively young and expanding housing landscape in College Station.

Table 8: Age of Occupied Housing Stock by Year Built; Source: U.S. Census Bureau ACS 2023 1-Year Estimate

| Year Structure Built | Housing Units | Percent |
|----------------------|---------------|---------|
| 1939 or earlier      | 164           | 0.35%   |
| 1940-1959            | 1,375         | 2.92%   |
| 1960-1979            | 8,583         | 18.25%  |
| 1980-1999            | 13,309        | 28.30%  |
| 2000-2019            | 21,447        | 45.60%  |
| 2020-2023            | 2,151         | 4.57%   |

The 2023 estimate of housing stock in College Station reveals significant diversity in housing types, with a substantial presence of multi-family and single-family units.

## HOUSING UNITS BY TYPE

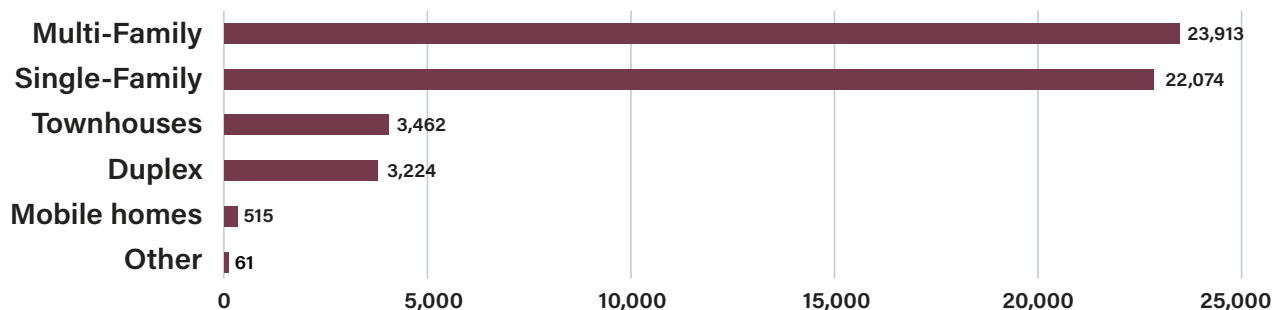


Figure 23: Housing Units by Housing Type; Source: U.S. Census Bureau ACS 2023 1-Year

# Occupancy and Tenure

## HOUSING OCCUPANCY

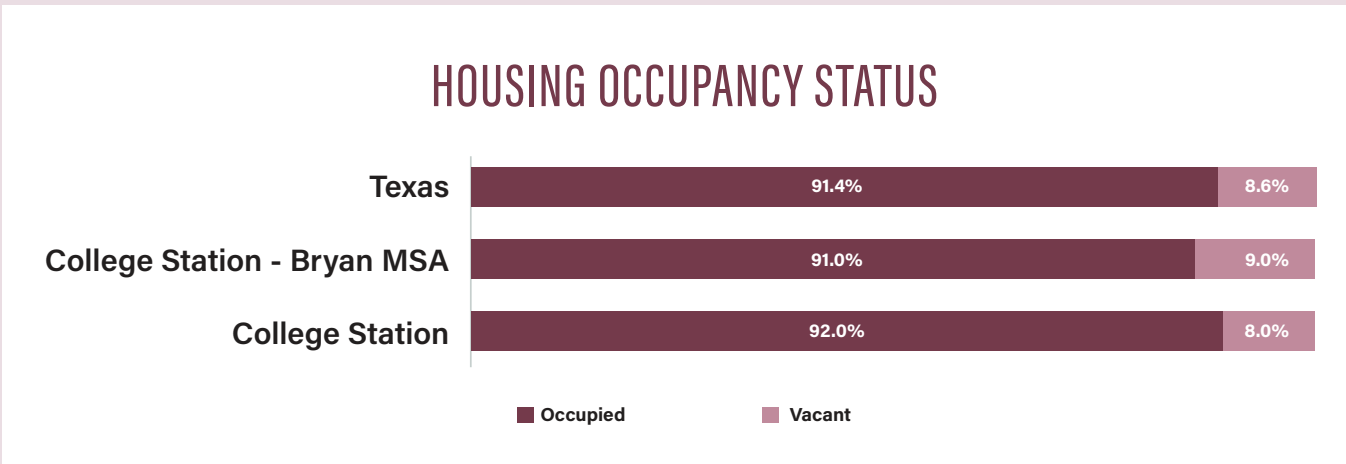


Figure 24: Housing Occupancy Status Comparisons; Source: U.S. Census Bureau ACS 2023 1-Year Estimate

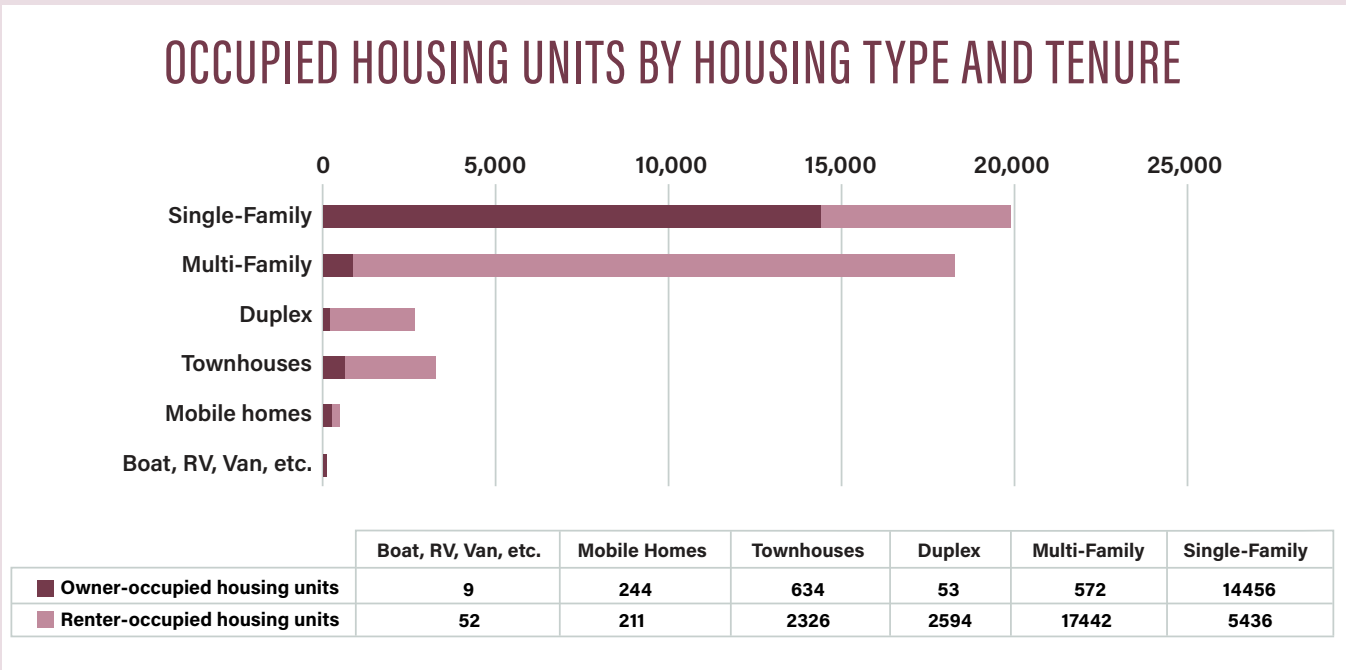
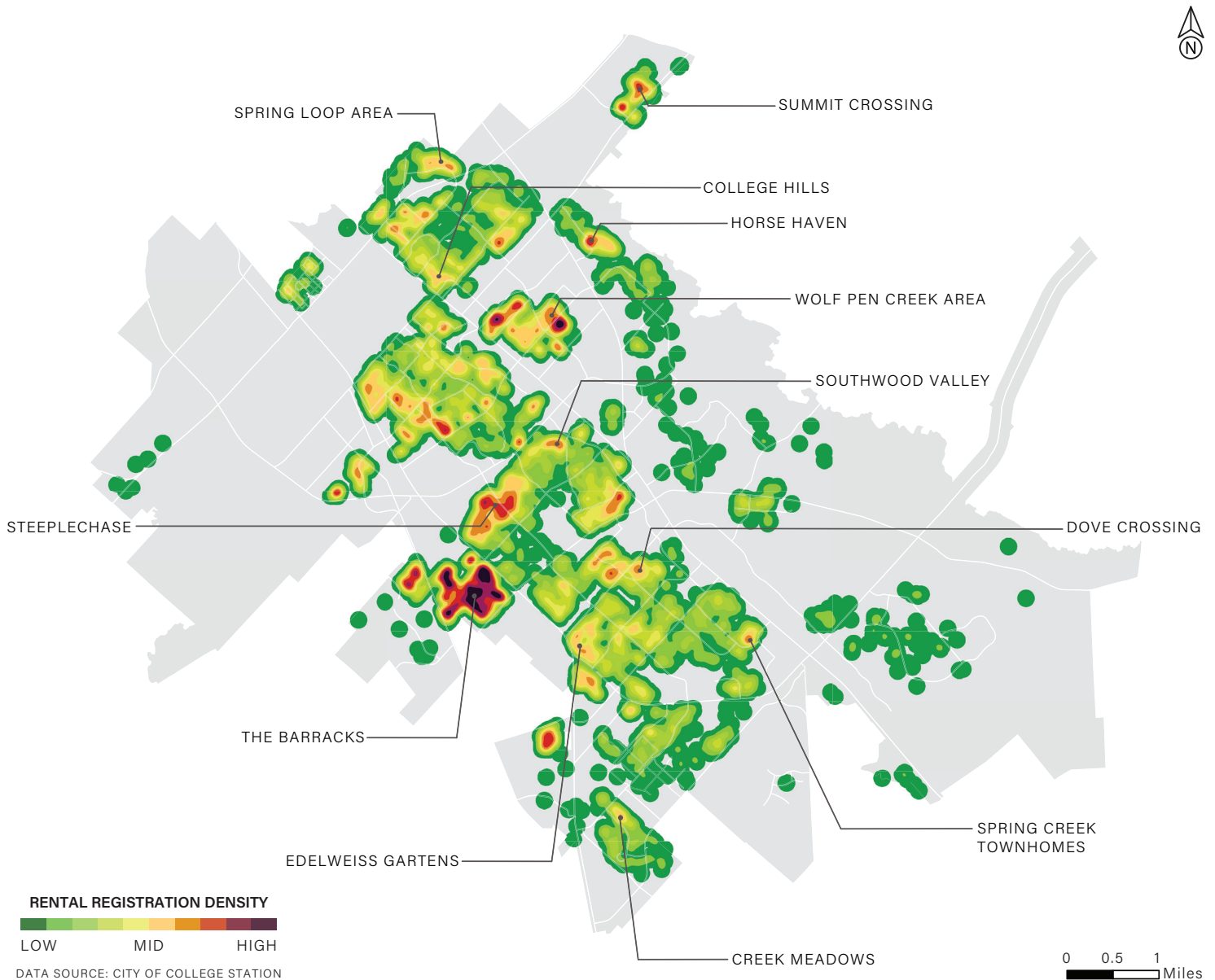


Figure 25: Occupied Housing Units by Housing Type and Owner-Renter Status; Source: U.S. Census Bureau 2023 1-Year Estimates

Occupancy and tenure data provide insights into the local housing market, reflecting patterns of ownership, rental activity, and housing characteristics. College Station has an estimated total of 52,687 housing units, with 89.3% of these units being occupied and 10.7% vacant (ACS 2023). The homeowner vacancy rate is a low 1.7%, indicating strong demand for owner-occupied housing, while the rental vacancy rate is higher at 5.3%, reflecting greater availability in the rental market. These figures suggest a relatively tight housing market, particularly for homeowners.

## RENTALS

Renters dominate the housing market, comprising 65.1% of occupied units, consistent with the City's student population. Registered rental properties account for 32% of single-family and duplex units, with concentrations near Texas A&M University. High turnover rates are evident, with 55.6% of householders moving into their homes since 2021.



*Figure 26: Rental Registration Density; Source: City of College Station*

## ON-CAMPUS HOUSING

Texas A&M University's on-campus housing consists of 25 residence halls, two university apartments, and the Corp of Cadets dormitory. While the university has an enrollment of 47,721 students in College Station, these options hold a capacity of approximately 11,000 students. In its 2024 Capacity Study, Texas A&M University reported that on-campus housing is at full capacity, and recommends the university increase the number of beds by 2,500 (2024 Capacity Study Report, Texas A&M University).





# ECONOMIC DEVELOPMENT

## *Employment*

Between 2018 and 2023, the total number of people employed in the College Station – Bryan MSA increased by 16.2%, a larger percent increase than both the state and neighboring MSAs (Table 9). Texas A&M University continues to be the largest employer in the Brazos Valley.



*Table 9: Total Nonfarm Employment (2023) and Changes in Employment Levels (2018-2023);  
Source: Bureau of Labor Statistics*

| Region                             | Total Employed<br>2018 | Total Employed<br>2023 | % Change,<br>2018-2023 |
|------------------------------------|------------------------|------------------------|------------------------|
| United States                      | 148,908,000            | 156,051,000            | 4.8%                   |
| Texas                              | 12,523,300             | 13,912,700             | 11.1%                  |
| <b>College Station - Bryan MSA</b> | <b>119,700</b>         | <b>139,100</b>         | <b>16.2%</b>           |
| Killeen- Temple MSA                | 143,100                | 153,500                | 7.3%                   |
| Waco MSA                           | 123,400                | 135,000                | 9.4%                   |

*Table 10: Leading Employers – College Station; Source: Greater Brazos Partnership, 2024*

| Number of Employees | Employer                                    |
|---------------------|---------------------------------------------|
| 5,000+              | Texas A&M University                        |
| 1,000 - 4,999       | City of College Station                     |
|                     | College Station Independent School District |
| 500 - 999           | Baylor Scott and White                      |
|                     | FUJIFILM Diosynth Biotechnologies           |
|                     | Reynolds and Reynolds                       |
| 250 - 499           | Cognizant Technology Solutions              |
|                     | G-CON Manufacturing                         |
| 100 - 249           | C.C. Creations                              |
|                     | Kelsey-Seybold Clinic                       |
|                     | Matica Biotechnology                        |



Table 11: MSA Employment by Industry, Bureau of Labor Statistics

| MSA Employment by Industry           | % Total Employment in MSA |              |
|--------------------------------------|---------------------------|--------------|
|                                      | 2018                      | 2023         |
| Government                           |                           |              |
| Federal Government                   | 0.7%                      | 0.6%         |
| <b>State Government</b>              | <b>23.3%</b>              | <b>22.8%</b> |
| Local Government                     | 9.6%                      | 8.8%         |
| Private                              |                           |              |
| <b>Natural Resources and Mining</b>  | <b>2.8%</b>               | <b>2.2%</b>  |
| Construction                         | 5.1%                      | 4.5%         |
| Manufacturing                        | 5.0%                      | 4.7%         |
| Trade, Transportation, and Utilities | 14.1%                     | 13.9%        |
| Information                          | 0.0%                      | 1.1%         |
| Financial Activities                 | 3.4%                      | 3.4%         |
| Professional and Business Services   | 7.8%                      | 9.5%         |
| Education and Health Services        | 10.4%                     | 11.7%        |
| <b>Leisure and Hospitality</b>       | <b>14.3%</b>              | <b>14.6%</b> |
| Other Services                       | 2.2%                      | 2.2%         |
| Public Administration                | 0.0%                      | 0.0%         |
| Unclassified                         | 0.0%                      | 0.1%         |

College Station has a growing, educated labor force and low unemployment rate (Figure 59). The average annual unemployment rate for College Station in 2023 was 3.2%, while the unemployment rate for the State of Texas was 3.9%.

Table 12: Average Annual Unemployment Rate Comparisons

| Average Annual Unemployment Rate |                 |          |       |
|----------------------------------|-----------------|----------|-------|
| Year                             | College Station | CS-B MSA | Texas |
| <b>2018</b>                      | 2.9%            | 3.0%     | 3.9%  |
| <b>2019</b>                      | 2.8%            | 2.8%     | 3.5%  |
| <b>2020</b>                      | 5.0%            | 5.5%     | 7.7%  |
| <b>2021</b>                      | 3.8%            | 4.2%     | 5.6%  |
| <b>2022</b>                      | 3.1%            | 3.2%     | 3.9%  |
| <b>2023</b>                      | 3.2%            | 3.2%     | 3.9%  |

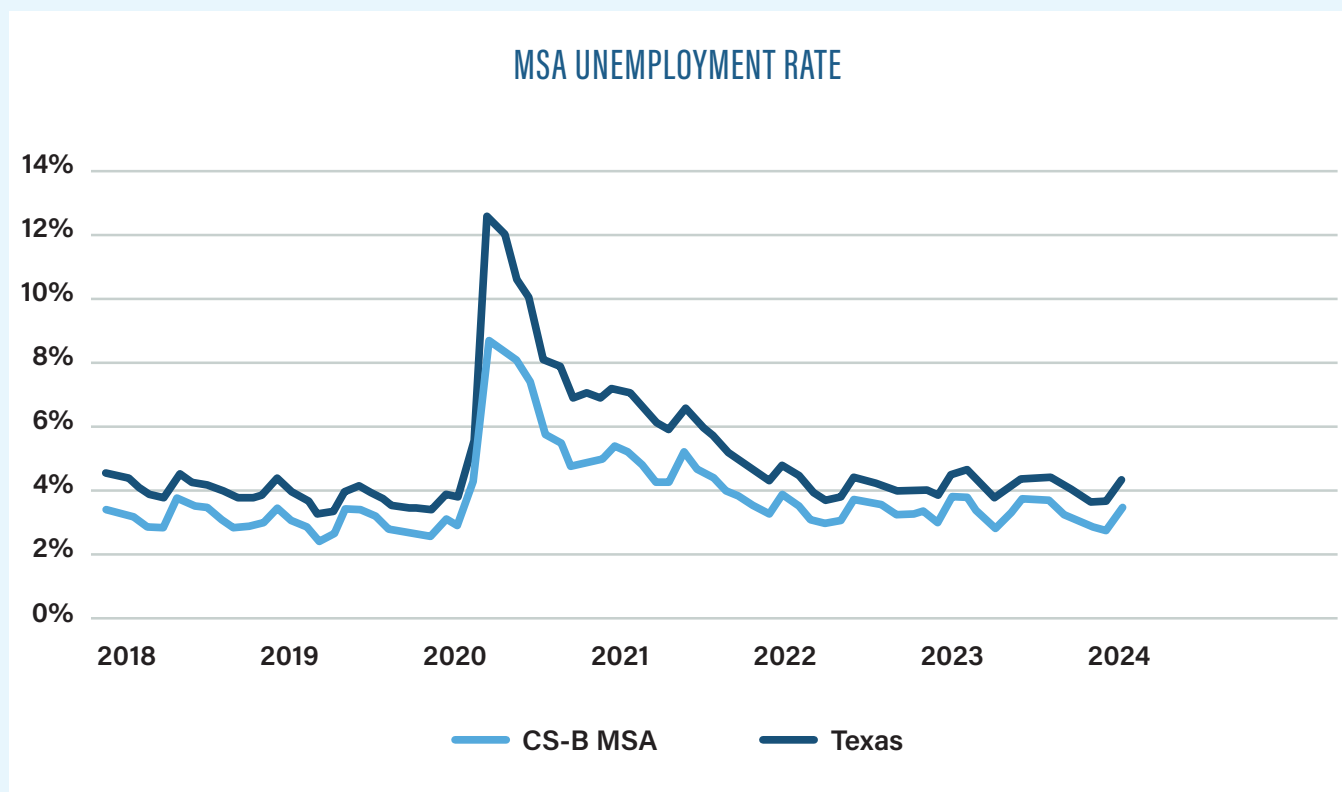


Figure 27: College Station-Bryan MSA Unemployment Rate 2018-2024; Source: Bureau of Labor Statistics, 2024

While employment in the CS-B MSA grew at a faster rate than both the state and the nation, it had notably lower average annual wages. Median earnings are also lower in the MSA when compared to the median earnings of individuals with similar education levels across the state.

Table 13: Average Annual Pay for Nonfarm Employment (2023) and Changes in Average Annual Pay (2018-2023); Source: Bureau of Labor Statistics

| Region                             | Average Annual Pay 2018 | Average Annual Pay 2023 | % Change 2018-2023 |
|------------------------------------|-------------------------|-------------------------|--------------------|
| United States                      | \$57,266                | \$72,360                | 26.4%              |
| Texas                              | \$57,747                | \$72,318                | 25.2%              |
| <b>College Station - Bryan MSA</b> | <b>\$41,882</b>         | <b>\$52,739</b>         | <b>25.9%</b>       |
| Killeen- Temple MSA                | \$46,034                | \$57,659                | 25.3%              |
| Waco MSA                           | \$46,096                | \$57,388                | 24.5%              |

## MEDIAN EARNINGS BY EDUCATIONAL ATTAINMENT, 2023

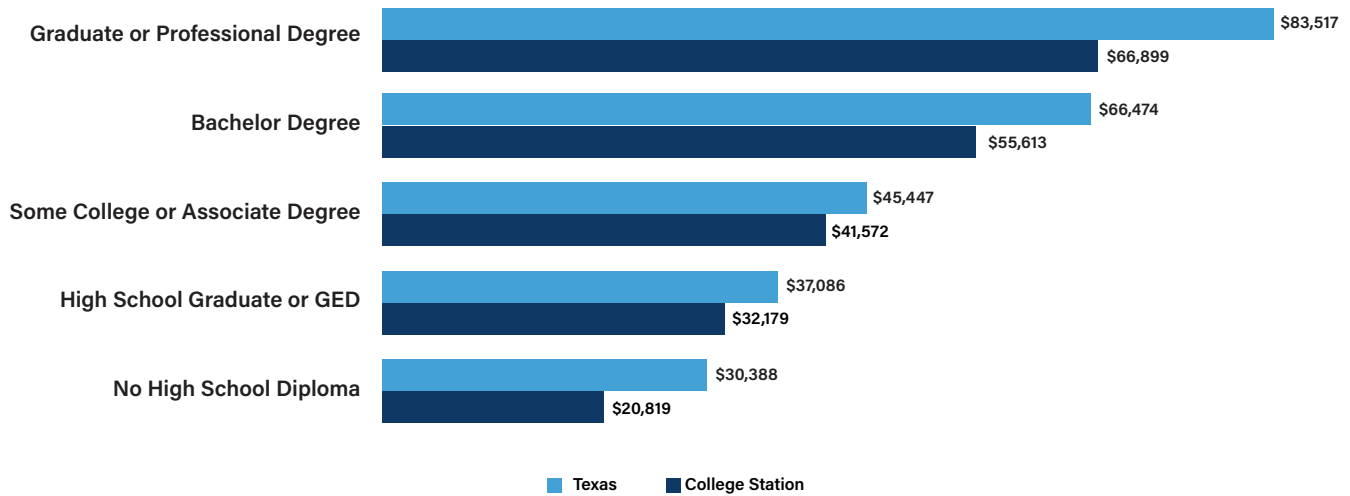


Figure 28: Median Earnings in the Past 12 Months; 2023 ACS 1-Year Estimate, US Census Bureau

Between 2018 and 2022, there was a loss of about 5,000 primary jobs in College Station (LEHD, Census Bureau). The largest losses occurred in 2020 and were most likely related to labor market changes brought on by the COVID-19 Pandemic. Since 2018 the percentage of primary jobs in College Station held by workers who live outside the city has increased. The top places where workers live outside of College Station and Bryan are Houston, Austin, and San Antonio.

## COLLEGE STATION INFLOW/OUTFLOW JOB COUNTS IN 2022 - ALL WORKERS

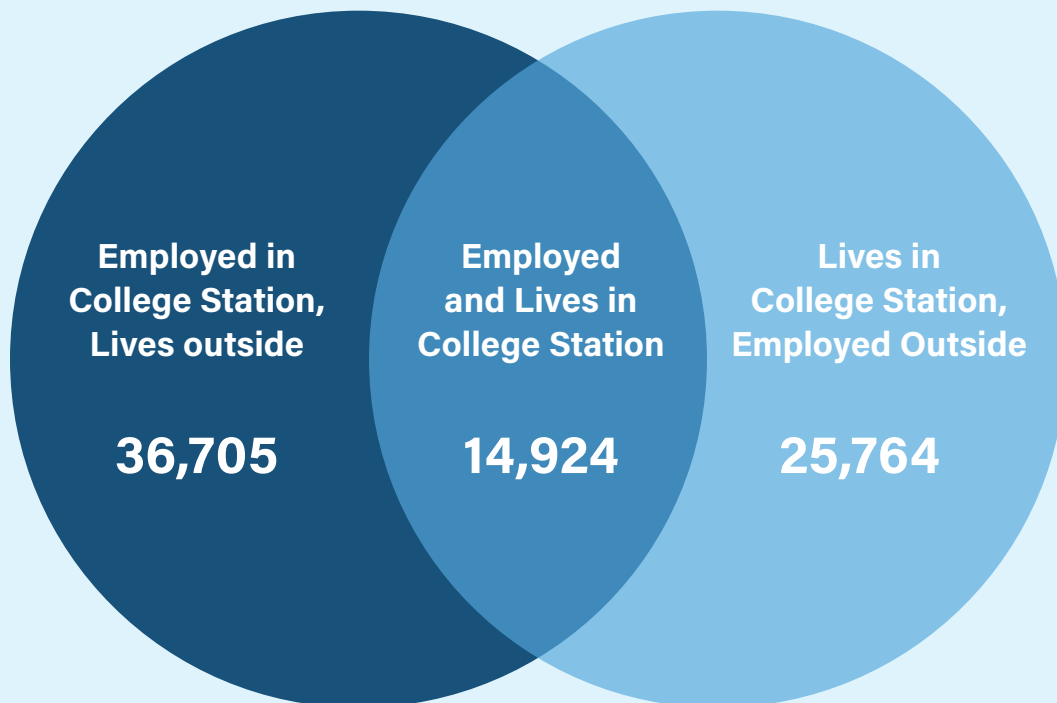


Figure 29: College Station, TX Inflow/Outflow Jobs Counts (Primary Jobs); Longitudinal Employer-Household Dynamics, US Census Bureau

Table 14: College Station, TX Inflow/Outflow Jobs Counts (Primary Jobs);  
Longitudinal Employer-Household Dynamics, US Census Bureau

| Inflow/Outflow Job Count (Primary Jobs) | 2018          |       | 2022          |       |
|-----------------------------------------|---------------|-------|---------------|-------|
| <b>Employed in College Station</b>      | <b>56,610</b> |       | <b>51,629</b> |       |
| Lives Outside                           | 39,605        | 70.0% | 36,705        | 71.1% |
| Lives Inside                            | 17,005        | 30.0% | 14,924        | 28.9% |
| <b>Lives in College Station</b>         | <b>37,047</b> |       | <b>40,688</b> |       |
| Employed Outside                        | 20,042        | 54.1% | 25,764        | 63.3% |
| Employed Inside                         | 17,005        | 45.9% | 14,924        | 36.7% |

## Housing Market

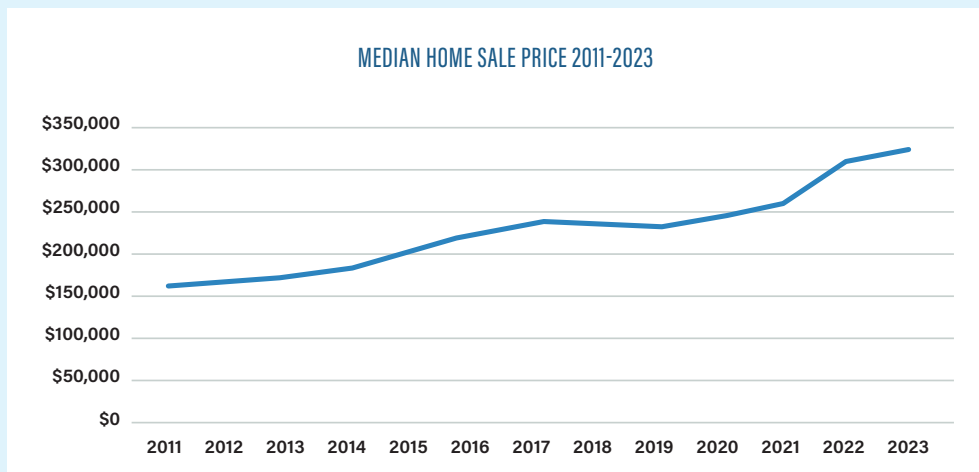


Figure 30: Median Home Sale Price 2011-2023;  
Source: Texas Real Estate Center

The median home sale price in College Station has shown a consistent upward trajectory from 2011 to 2023. In 2011, the median home sale price was approximately \$150,000, but by 2023, it had more than doubled, exceeding \$300,000. This sharp increase highlights the city's economic growth, increased housing demand, and rising construction costs over the past decade.

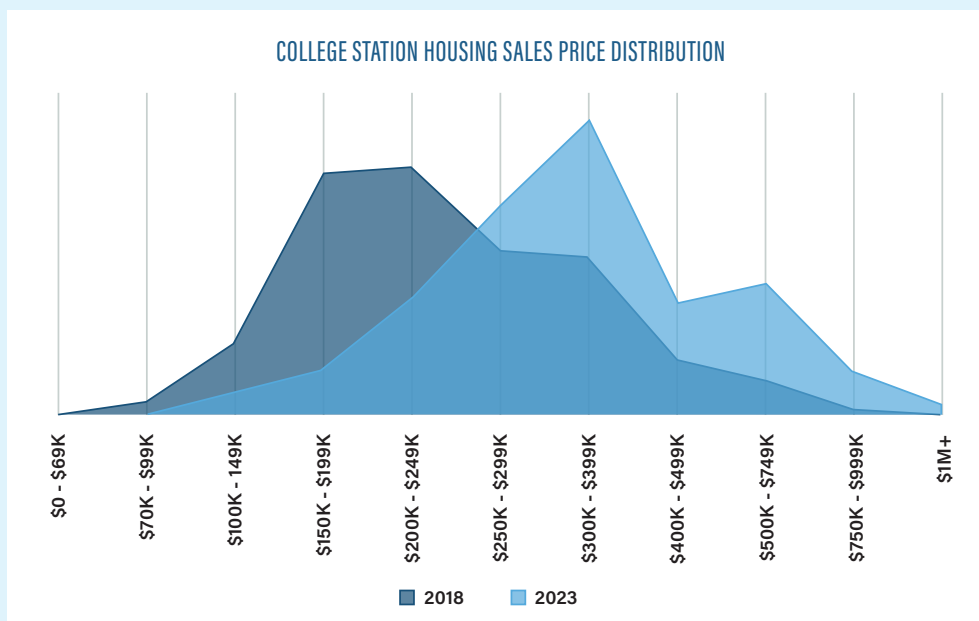


Figure 31: College Station Housing Sales Price Distribution 2018 vs 2023;  
Source: Texas Real Estate Center

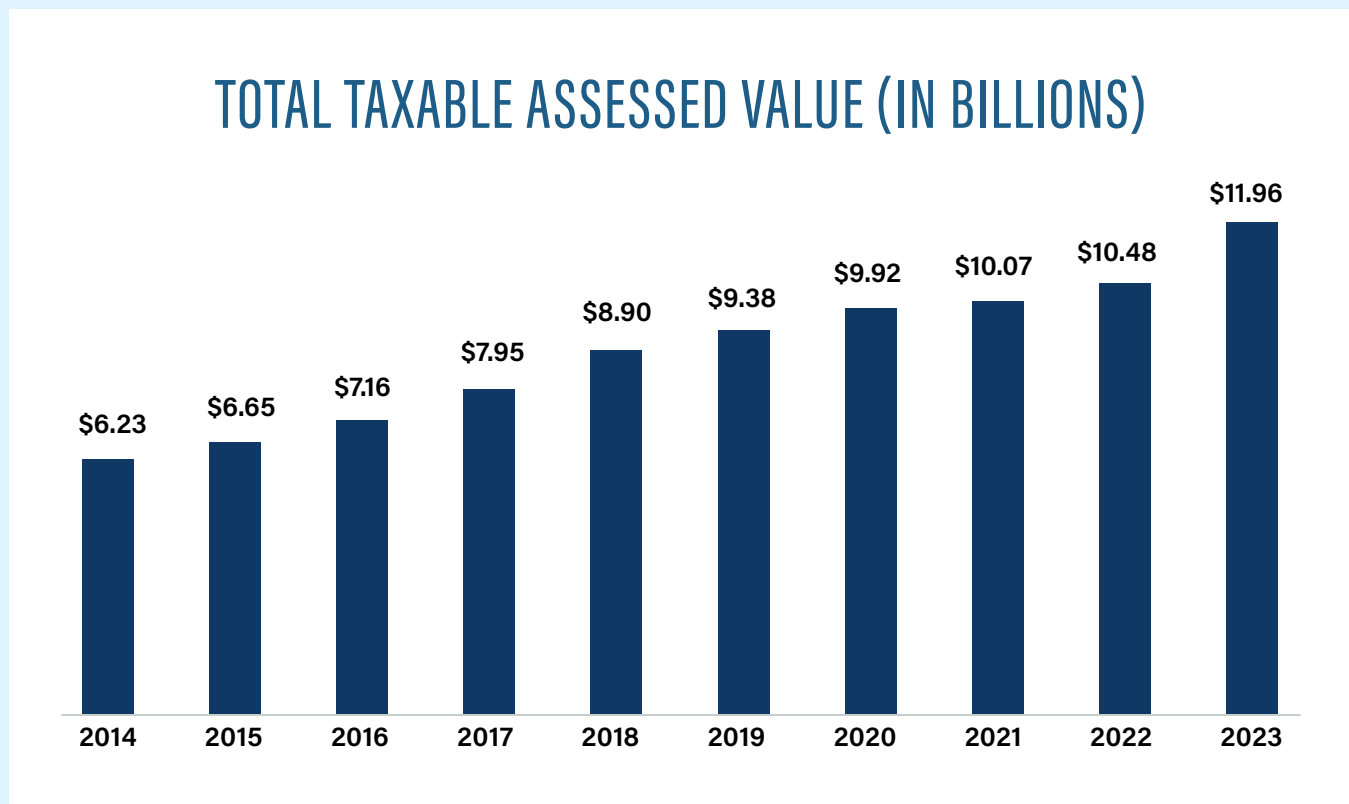
## INVENTORY AND SUPPLY DYNAMICS

The inventory of active listings and months of inventory fluctuated significantly since the last Existing Conditions report in 2018. In the early years (2018-2019), inventory levels were higher, with months of inventory consistently above 4 months, reflecting a balanced market. However, during the pandemic years (2020-2021), inventory levels dropped dramatically as demand outpaced supply. By December 2021, months of inventory fell to just 0.42, marking a seller's market.

Starting in 2022, inventory levels began to recover as market conditions shifted. By the end of 2023, months of inventory reached 2.47, signaling a move toward more balanced market conditions.

### *Property Tax and Assessed Value*

Over the last decade, College Station's total taxable assessed value has almost doubled (Figure 68). Between 2018 and 2023 alone, total taxable assessed value increased by 34%, primarily fueled by rising prices and added value through new construction.



*Figure 32: Total Taxable Assessed Value 2014-2023; City of College Station 2023 ACFR*

The total appraised value for all property in the City of College Station is over \$17.6 billion (2023 Certified Tax Roll, Brazos County Appraisal District). Residential properties make up \$9.1 billion dollars in valuation and commercial properties make up \$7.8 billion dollars. The remainder is largely comprised of vacant and agricultural land valued at \$844 million.



# APPRAISED PROPERTY VALUES

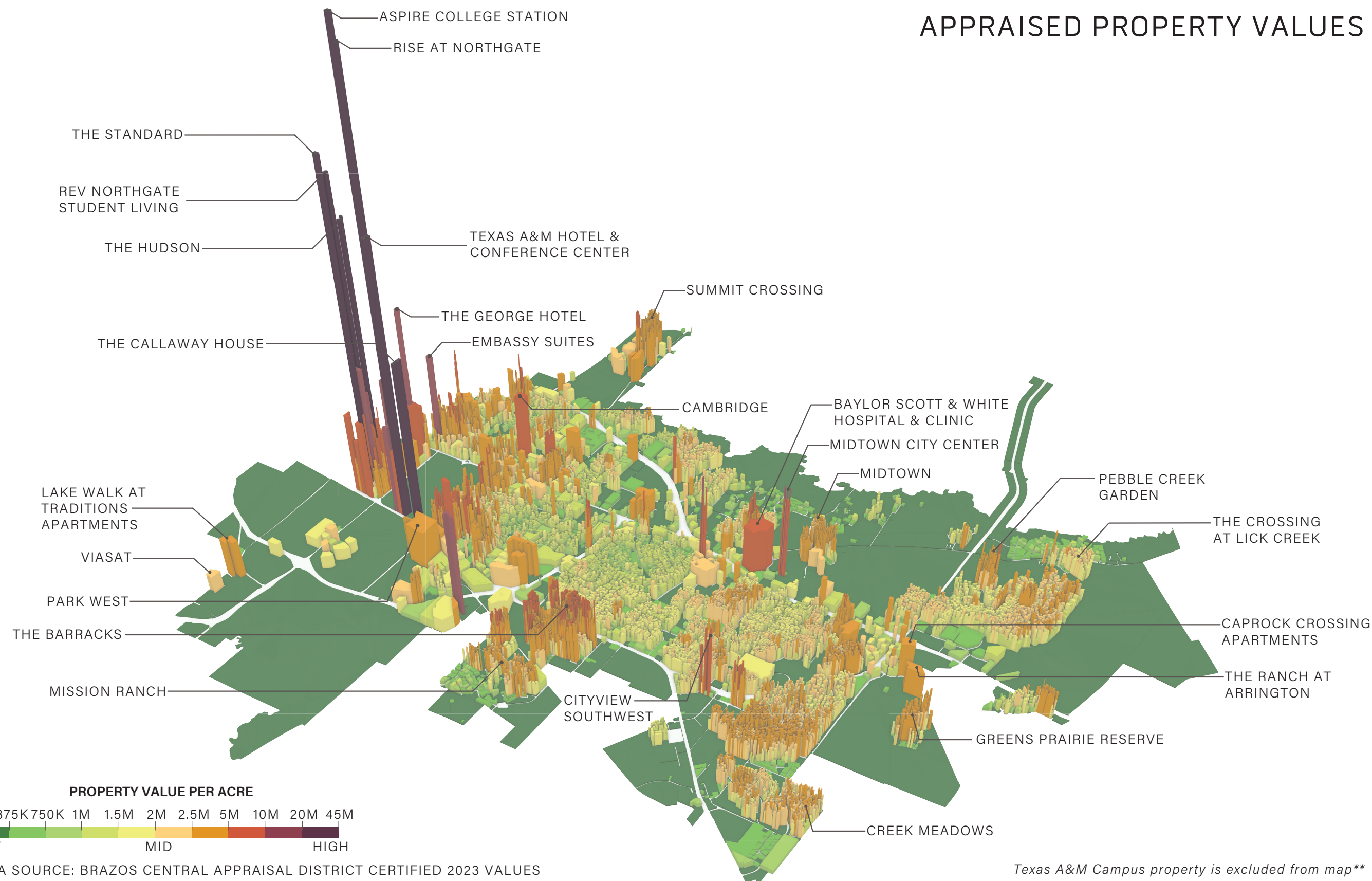


Figure 33: Appraised Property Values Per Acre; Source: Planning and Development Services

Table 15: City Property Tax Rate Over Time;  
Source: Brazos County Appraisal District

| Year | City Property Tax Rate |
|------|------------------------|
| 2014 | 0.452500               |
| 2015 | 0.452500               |
| 2016 | 0.472500               |
| 2017 | 0.497500               |
| 2018 | 0.505841               |
| 2019 | 0.534618               |
| 2020 | 0.534618               |
| 2021 | 0.534618               |
| 2022 | 0.524613               |
| 2023 | 0.513086               |

College Station's property tax rate is very competitive and among the lowest in the State for cities of its size. The FY2023 property tax rate was set at 51.3086¢ per \$100 of assessed value, up 20.5% from FY2014.

Over the last ten years, the City's annual property tax collection grew by 130%.

## PROPERTY TAX COLLECTIONS (IN MILLIONS)

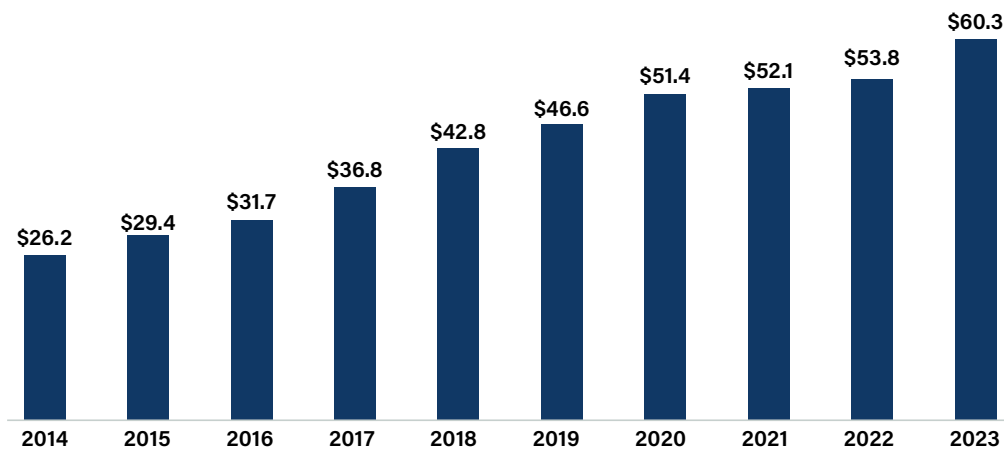


Figure 34: Property Tax Collections within Fiscal Year of the Levy;  
Source: City of College Station 2023 ACFR

## NEW CONSTRUCTION VALUATION (IN MILLIONS)

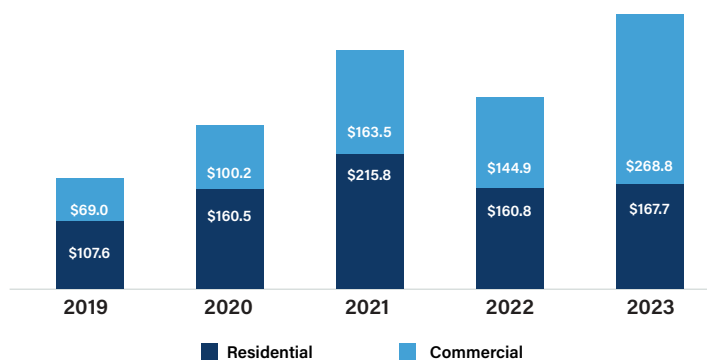


Figure 35: New Construction Valuation;  
Source: Planning & Development Services

While single family construction represented the largest portion of new residential construction valuation (69%), the number of single-family permits declined over the last two years. Though multi-family permits only make up 0.44% of all residential permits issued between 2019-2023, it accounted for 21% of new residential construction valuation. New Commercial development between 2019-2023 was valued at \$746,453,119.



Table 16: Residential Valuation by Residential Type 2019-2023

| Residential Category          | 2019          | 2020          | 2021          | 2022          | 2023          |
|-------------------------------|---------------|---------------|---------------|---------------|---------------|
| <b>Duplex</b>                 | \$7,967,765   | \$3,737,724   | \$1,119,640   | \$3,102,623   | \$1,888,360   |
| <b>Townhome</b>               | \$3,321,540   | \$6,930,368   | \$33,629,063  | \$9,218,976   | \$6,951,686   |
| <b>Single Family Detached</b> | \$81,003,819  | \$90,321,188  | \$132,201,798 | \$145,697,386 | \$114,059,008 |
| <b>Multifamily</b>            | \$15,340,000  | \$59,463,389  | \$48,863,692  | \$2,825,000   | \$44,824,217  |
| <b>Total</b>                  | \$107,633,124 | \$160,452,669 | \$215,814,193 | \$160,843,985 | \$167,723,271 |

## Sales Tax

The City receives 1.5% of sales tax on goods and beverages sold within the city limits (Figure 74). Retail and food services make up approximately 71% of the College Station sales tax base, with professional and general services accounting for an additional 21% (Figure 46).

### FY23 SALES TAX BY INDUSTRY TYPE

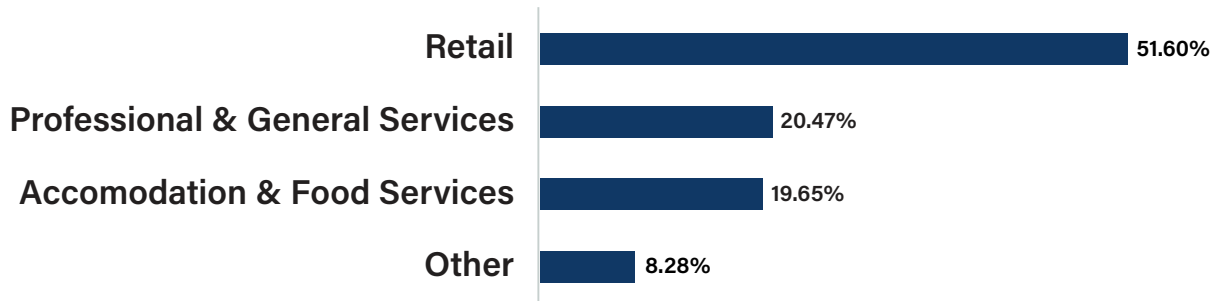
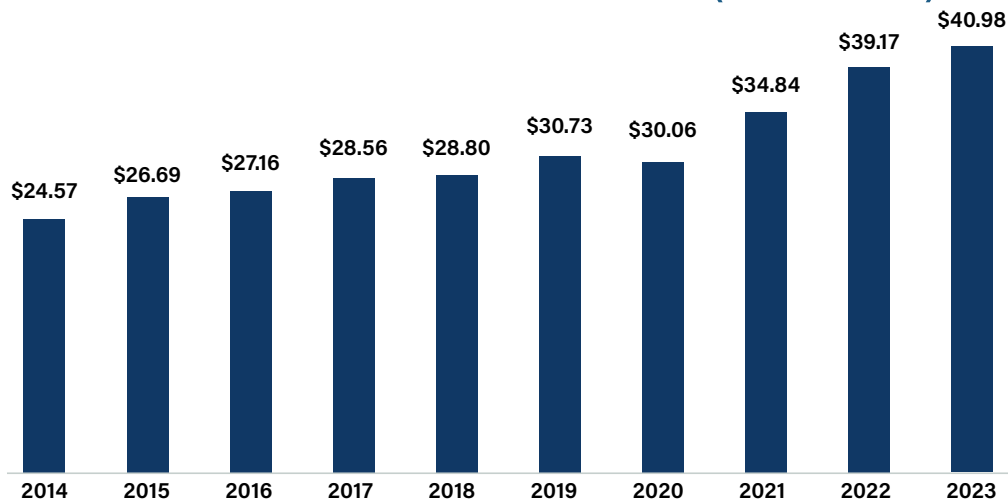


Figure 36: Sales Tax by Industry Type; City of College Station 2023-2024 Approved Annual Budget

### TOTAL SALES REVENUE BY FISCAL YEAR (IN MILLIONS)



While the nominal amount of sales tax has steadily increased over the last decade, when adjusted for inflation, the amount of sales that received by the city has been relatively flat since 2017.

Figure 37: Tax Revenue by Source, Governmental Funds; City of College Station ACFR 2023



## Tourism

College Station boasts many key attractions including the Brazos Valley Veterans Memorial, the Benjamin Knox Gallery, Century Square, Dixie Chicken, Kyle Field, Hullabaloo Diner, and more. Another major attraction in College Station is the George Bush Presidential Library and Museum, which attracts an average of 128,630 visitors annually. The City also works in partnership with attractions in its extraterritorial jurisdiction, like Santa's Wonderland, that bring tourists into the city.



Figure 38: Hotel Indicators; Source: City of College Station

In alignment with national trends, travel and tourism related spending dropped significantly in 2020 due to the COVID-19 Pandemic. In 2021, tourism spending recovered slightly, and by 2023 the City experienced an all-time high in Hotel Occupancy Tax Revenues, Visitor Spending, and Sales Tax Generated by Visitors. In 2023, College Station's tourism sector generated 5,200 jobs worth 169.4 million dollars in payroll.

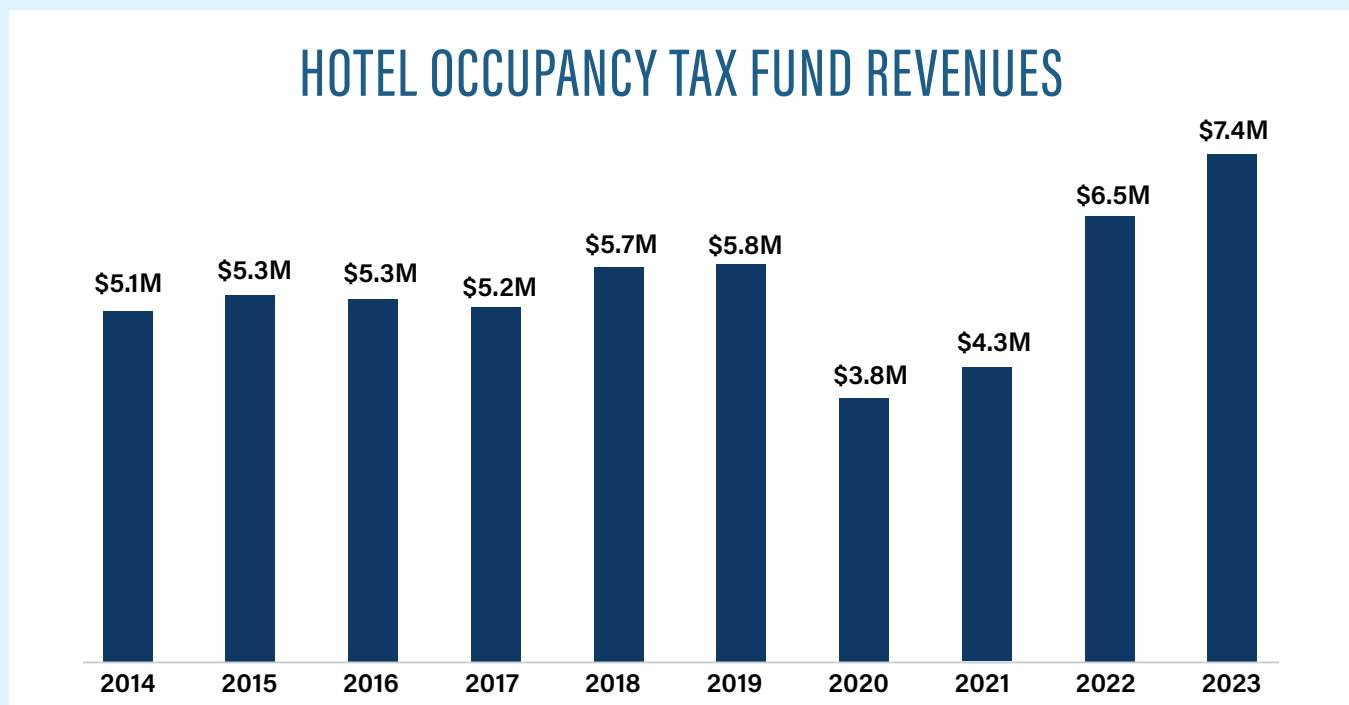
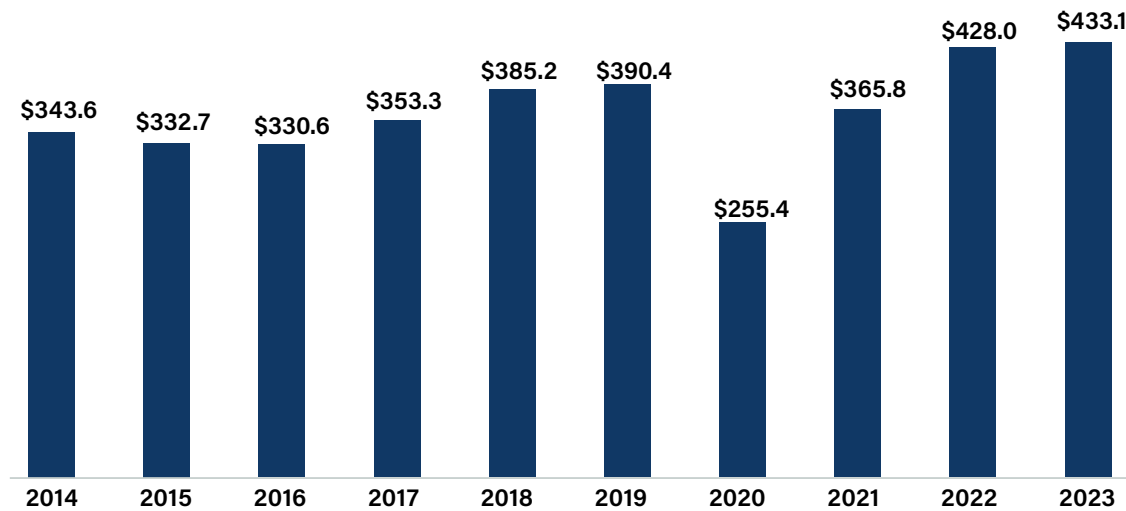


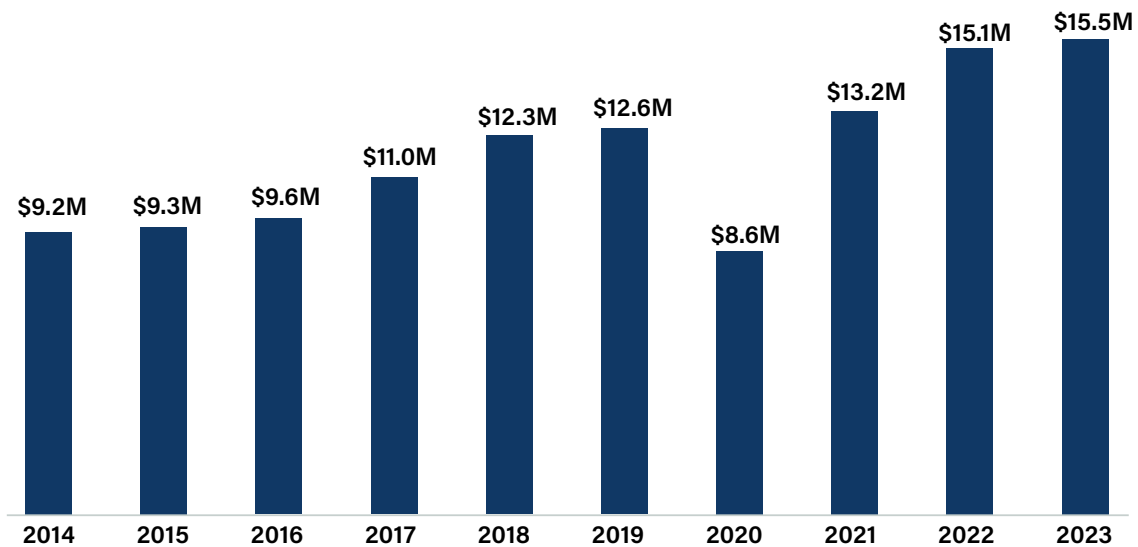
Figure 39: Hotel Occupancy Tax Fund Revenues; City of College Station ACFR 2023

## VISITOR SPENDING IN COLLEGE STATION (IN MILLIONS)



*Figure 40: Total Direct Travel Spending;  
Office of the Governor – Economic Development & Tourism*

## COLLEGE STATION SALES TAX GENERATED BY VISITORS



*Figure 41: Local Tax Receipts Generated by Travel Spending;  
Office of the Governor – Economic Development & Tourism*

The City currently has 40 hotels that have a combined total of 4,354 hotel rooms (Figure 42).

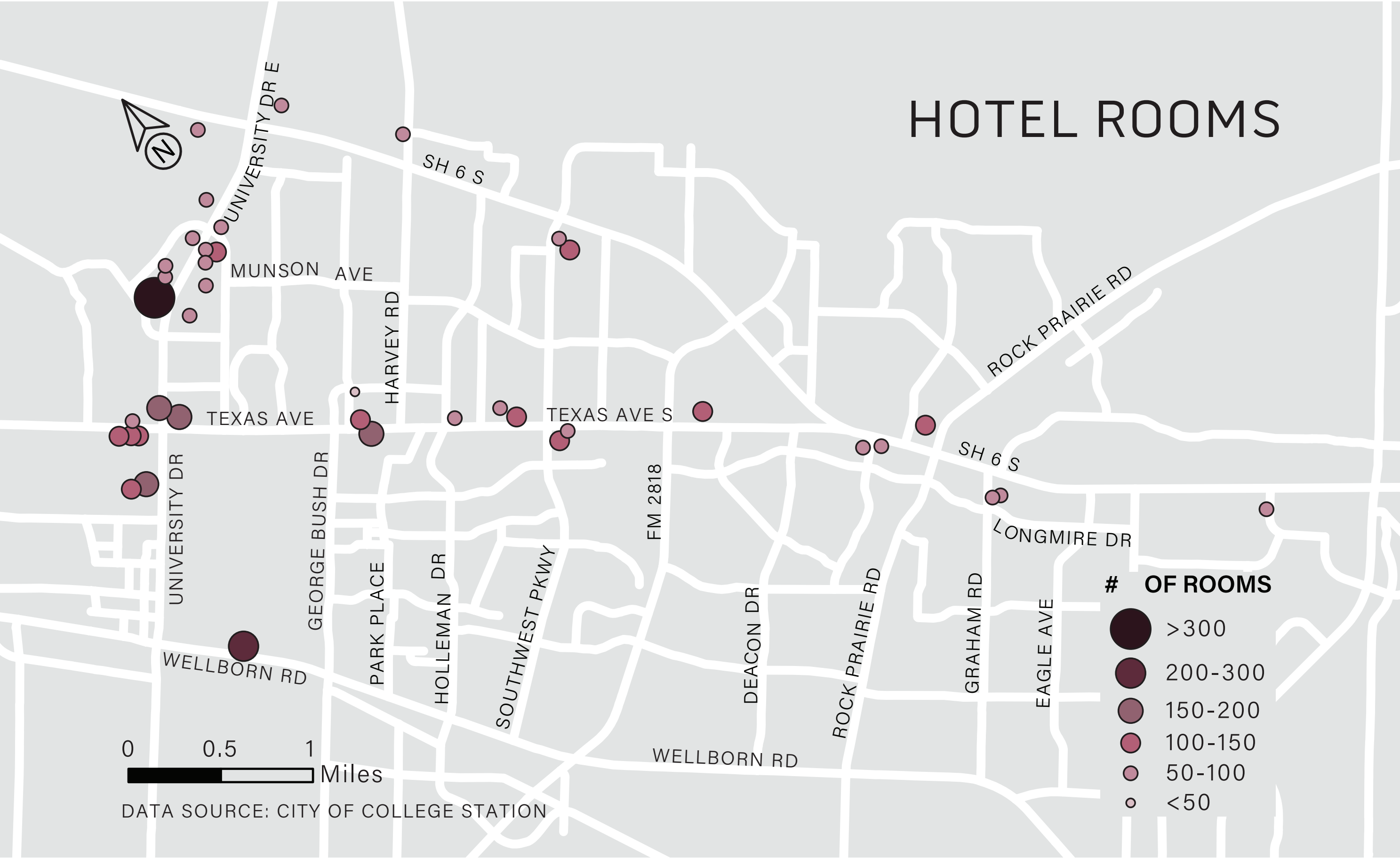


Figure 42: Hotel Rooms by Number of Rooms; Source: City of College Station



# LAND USE

This section examines the land use patterns and planning strategies in College Station. It covers the City's growth and annexation history, current and future land use designations, zoning regulations, and the challenges and opportunities facing land use planning in the City. Understanding these elements is crucial for guiding the City's development and ensuring a balanced, sustainable urban environment.

The data on future land use, zoning, and existing land use provides a comprehensive view of how College Station is planning and managing its growth.

## *City Growth and Annexation*

Annexation is a tool for cities to extend land development regulations – particularly zoning – to manage growth and land use to implement the comprehensive plan. Subsequently, annexation also extends the City's ETJ boundaries, enabling it to regulate the subdivision of land over a larger area.

Since incorporation in 1938, the City of College Station has actively annexed property into its City limits. Between 1938 and 1960, the areas primarily surrounding Texas A&M University were brought into the City limits. By 1980, the City had expanded along Earl Rudder Freeway (State Highway 6) down to Greens Prairie Road, currently referred to as William D. Fitch Parkway. Annexations after 1990 expanded the City limit lines further east along Carter Creek and south and west along Wellborn Road.



## CITY LIMITS IN SQUARE MILES OVER TIME

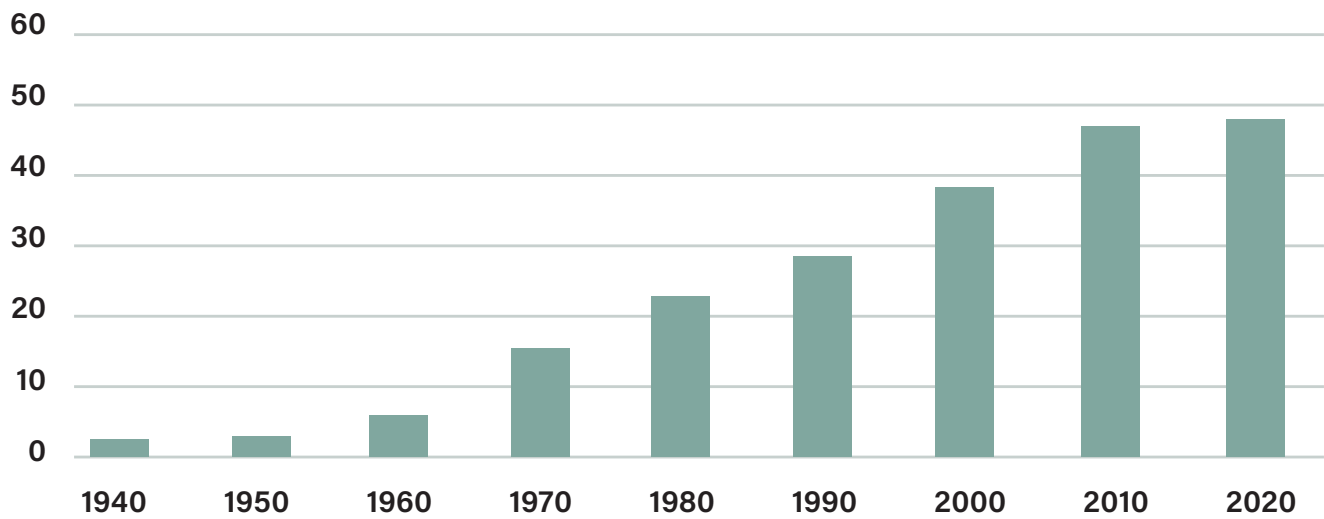


Figure 43: Growth of College Station's City Limits (1940-2020); Source: City of College Station

## ANNEXATION

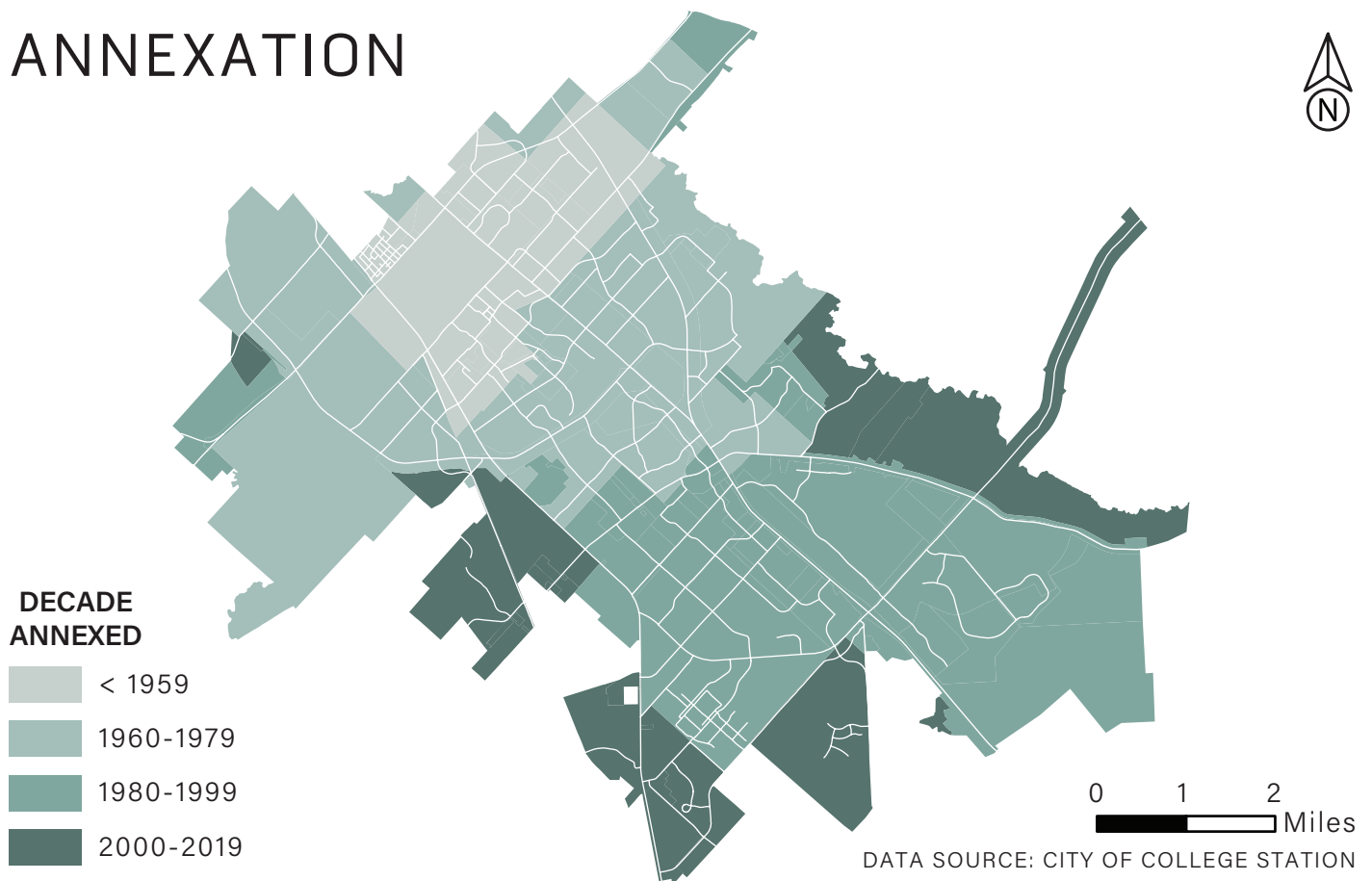


Figure 44: Annexation by Decade Map; Source: City of College Station

At the time of incorporation, the City's ETJ extended one mile beyond the City limits. As a result of annexations and population growth, the City's ETJ expanded as prescribed by the Texas Local Government Code.

Table 17: Extent of Extraterritorial Jurisdiction Over Time; Source: City of College Station

| ETJ Boundary - Miles beyond City Limits | Population threshold | Year of Expansion |
|-----------------------------------------|----------------------|-------------------|
| 2                                       | 25,000               | 1974              |
| 3.5                                     | 50,000               | 1980              |
| 5                                       | 100,000+             | 2018              |

In 2006, the City began the process of creating an annexation program for properties in the ETJ with an agricultural exemption. The Texas legislature enacted a State law to preserve agricultural land and protect it from municipal annexation. As a part of the law, the City was required to offer development agreements to the property owners of agriculturally appraised land, which protects the land from annexation for 10 years if the property maintains agricultural status and remains undeveloped. As of 2018, the City has entered into development agreements that cover 2,211 acres of agricultural land initially proposed for annexation.

## NON-ANNEXATION AGREEMENTS

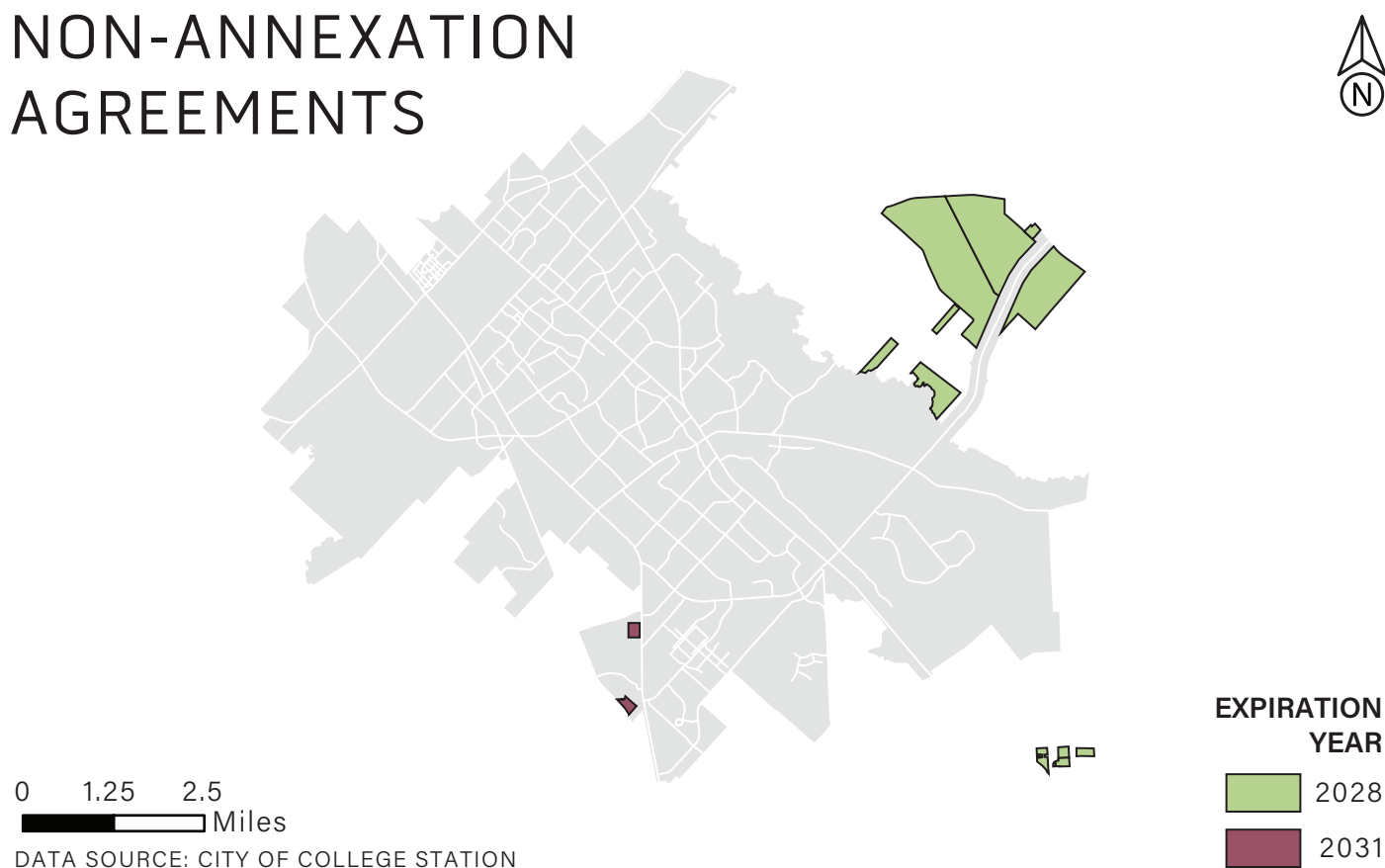


Figure 45: Non-Annexation Agreements Map; Source: City of College Station

On May 24, 2019, municipal annexation as it existed over the last century was stopped by House Bill 347 (HB347), removing the ability of cities to unilaterally annex new territory. Prior to HB347, annexations were a key tool for cities to manage population growth and ensure financial security for infrastructure and facilities that provide municipal services (Texas Municipal League 2019). This landmark legislation significantly altered the landscape for municipal growth in Texas, requiring most annexations by cities in Texas to receive landowner or voter approval. The City of College Station annexed four acres at the request of the property owner in 2019 under the new annexation regulations. This property was surrounded by the College Station city limits and as so situated, did not expand the city's extra-territorial jurisdiction.

State law allows cities to annex areas without consent if the area is subject to a Strategic Partnership Agreement, which defines the option and timing for future annexation through the agreement. College Station currently has two Strategic Partnership Agreements—one for Brazos County Municipal Utility District No. 1 (Southern Pointe), and one for Brazos County MUD No. 2 (Millican Reserve). MUDs also allow cities to control growth through Development Agreements.

## PLATTED GROWTH

Platting involves creating a detailed map of a property showing how it will be divided into lots. The platting process prepares a property for development and subdivision by ensuring it can be properly served by utilities, can access the transportation network, and meets zoning requirements. Growth and platting activity during College Station's early years reflects the influence of Texas A&M University as the physical, economic, and social center. Over the years, platting activity has steadily expanded outward, particularly to the south. By interlocal agreement, the City does not review plats in the portions of the ETJ within Burleson County. From 2019 to 2023, the city processed 67 final plats covering 738 acres.

## PLATTED GROWTH HISTORY

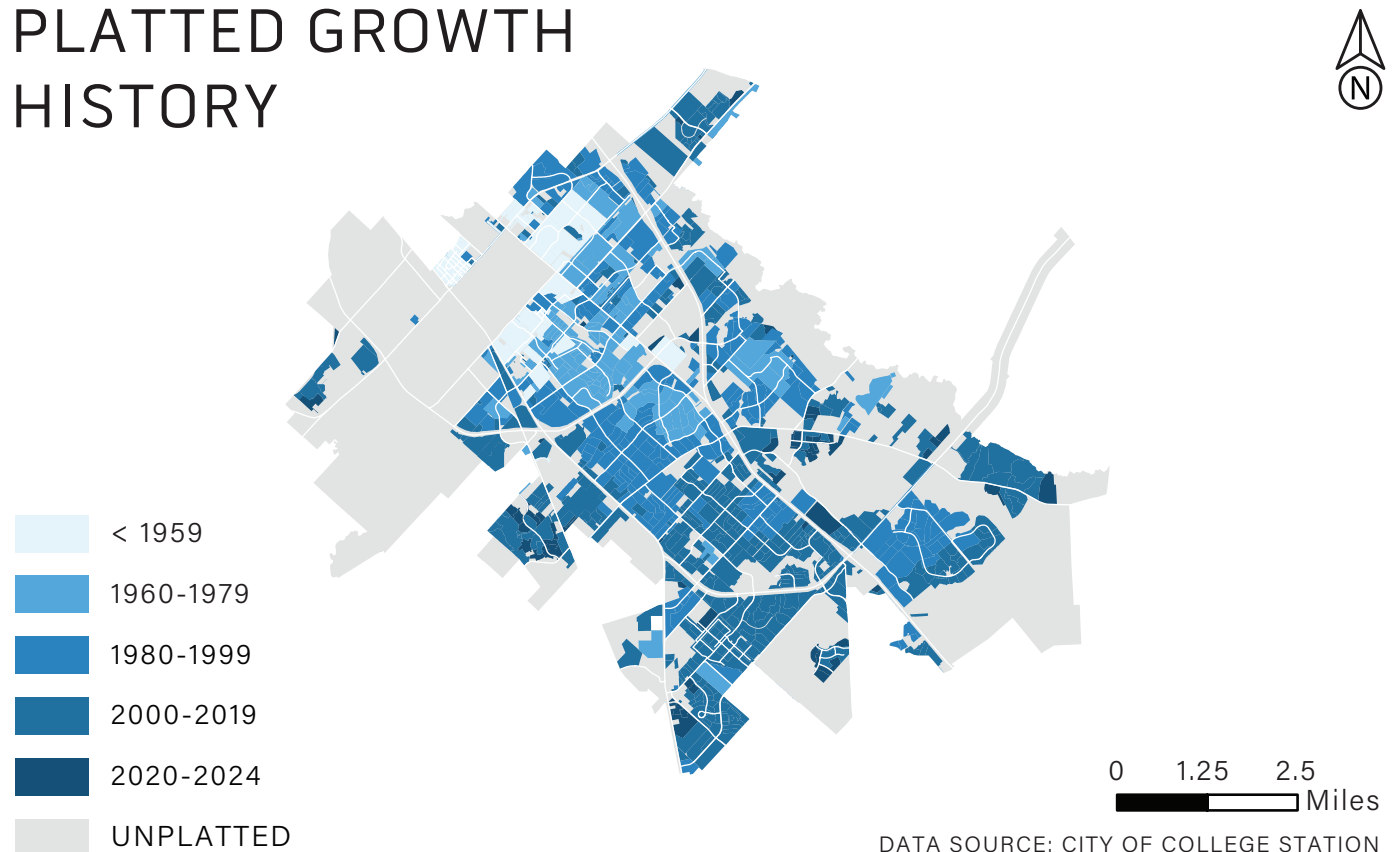


Figure 46: Platted Growth Over Time; Source: City of College Station

# FUTURE LAND USE & CHARACTER

The Future Land Use and Character Map (FLU Map) is the part of the City's Comprehensive Plan that represents the community's desired future land use pattern. The future land use categories included within the Comprehensive Plan (Chapter 2, Distinctive Places) serve as policy guides and set expectations for how land within the City of College Station should be developed and used in the future. Those who seek a zoning change either need to comply with the Future Land Use and Character Map or seek a Comprehensive Plan amendment.

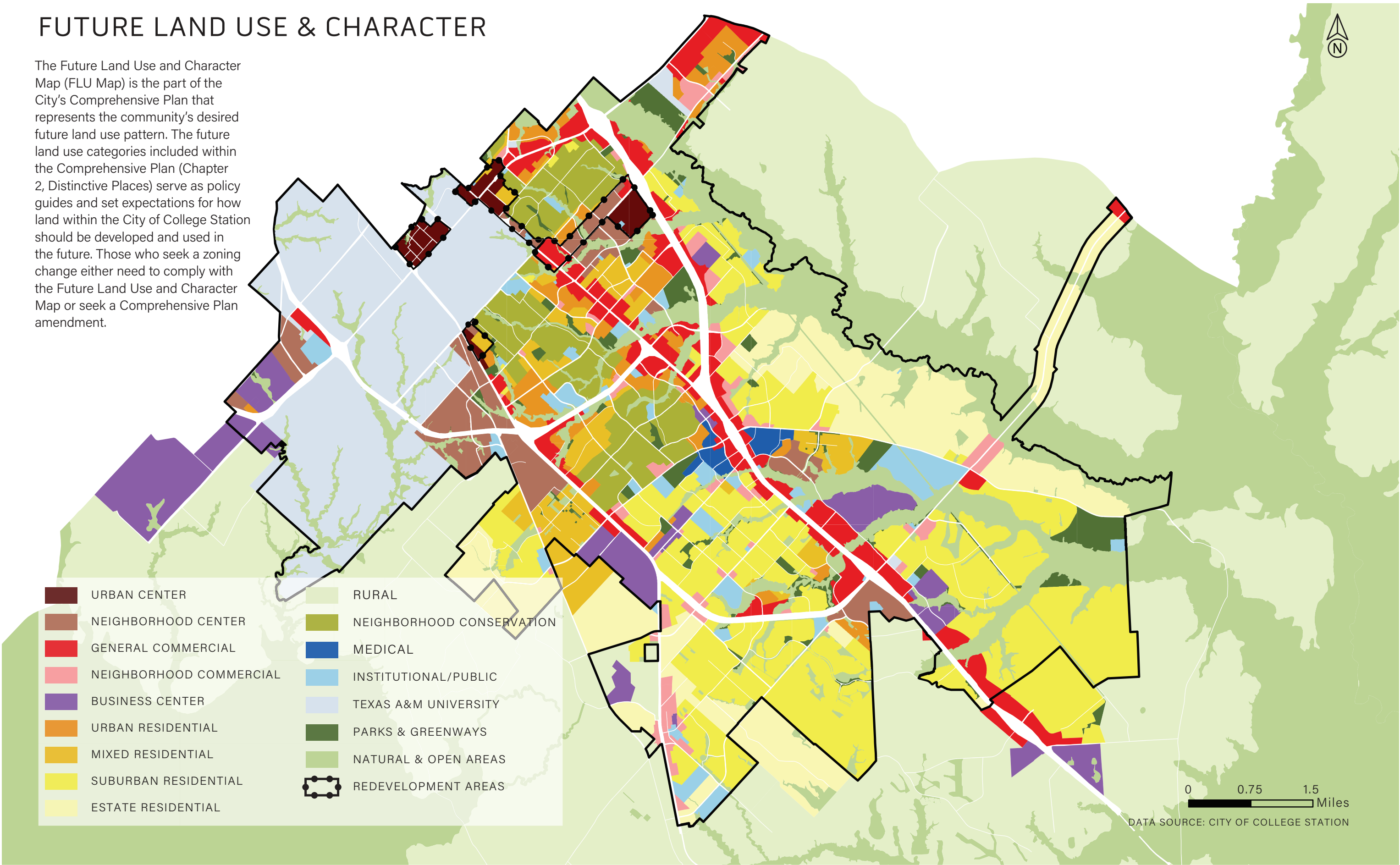


Figure 47: Future Land Use and Character Map; Source City of College Station



Table 18: Acres of Future Land Use by Type; Source: Planning and Development Services

| Land Use Type         | Acres    | Percent |
|-----------------------|----------|---------|
| Residential           | 14,835.6 | 45.54%  |
| Natural Areas         | 5,129.4  | 15.74%  |
| Texas A&M University  | 4,884.1  | 14.99%  |
| Commercial/Industrial | 4,745.8  | 14.57%  |
| Mixed-Use             | 1,591.5  | 4.89%   |
| Civic                 | 1,145    | 3.51%   |
| Rural                 | 247.9    | 0.76%   |

### ACRES OF FUTURE LAND USE BY TYPE

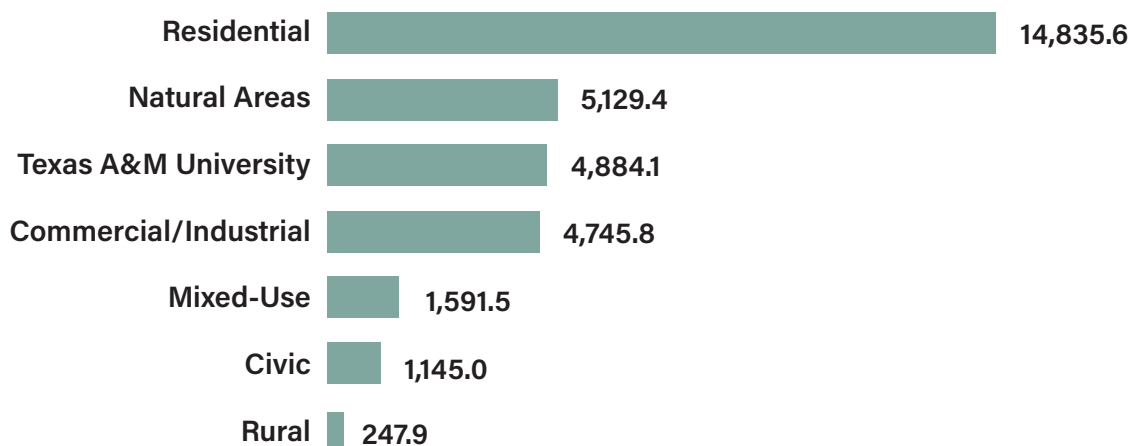


Figure 48: Acres of Future Land Use by Type; Source: Planning and Development Services

Table 19: Percent of Residential Land Use Types; Source: Planning and Development Services

| Residential Land Use Type | Percent |
|---------------------------|---------|
| Suburban Residential      | 47.71%  |
| Estate Residential        | 24.91%  |
| Neighborhood Conservation | 12.10%  |
| Mixed Residential         | 8.78%   |
| Urban Residential         | 6.50%   |

Table 20: Percentage of Commercial Land Use Types; Source: City of College Station

| Commercial Land Use Type | Percent |
|--------------------------|---------|
| General Commercial       | 42.45%  |
| Business Center          | 40.41%  |
| Neighborhood Commercial  | 17.14%  |

While the Future Land Use and Character Map provides a vision for College Station's development, there are notable differences between planned land use and zoning.

Table 21: Comparisons of Future Land Use and Zoning by Category

| Category    | Future Land Use | Zoning |
|-------------|-----------------|--------|
| Residential | 14,836          | 11,697 |
| Commercial  | 4,746           | 3,680  |
| Mixed-Use   | 1,592           | 537    |
| Rural       | 248             | 9,705  |

## Comprehensive Plan Amendments

The Comprehensive Plan is a living document, subject to amendments as the community's needs and circumstances change. The Unified Development Ordinance (UDO) requires that all zoning map amendments (rezoning) follow the Comprehensive Plan. The majority of amendments that are considered are at the request of a property owner as they seek a zoning designation for their property that is not aligned with the Future Land Use and Character Map.

Table 22: Comprehensive Plan Amendments 2019-2023

| Comprehensive Plan Amendments | 2019 | 2020 | 2021 | 2022 | 2023 | Grand Total |
|-------------------------------|------|------|------|------|------|-------------|
| <b>APPROVED</b>               | 5    | 2    | 3    | 6    | 3    | 19          |
| <b>DENIED</b>                 | 1    | 2    | 1    | 0    | 0    | 4           |
| <b>TOTAL</b>                  | 6    | 4    | 4    | 6    | 3    | 23          |
| <b>PERCENT APPROVED</b>       | 83%  | 50%  | 75%  | 100% | 100% | 83%         |

From 2019 to 2023, a total of 23 Comprehensive Plan amendments were considered by the City Council, with 19 ultimately approved, resulting in an overall approval rate of 83%. The majority of the amendments considered were initiated by private property owners, while 7 of the CPAs were city-initiated amendments, as listed in Table 25.

Table 23: City Initiated Amendments to the Comprehensive Plan 2019-2023

| City-Initiated Comprehensive Plan Amendment | Status   | Date       |
|---------------------------------------------|----------|------------|
| Thoroughfare Plan – Thousand Oaks Ranch     | Approved | 02/11/2020 |
| Economic Development Master Plan            | Approved | 03/31/2020 |
| 10-Year Comprehensive Plan Update           | Approved | 07/20/2021 |
| Plan Update – Neighborhood Center Amendment | Approved | 03/07/2022 |
| Sunsetting Small Area Plans                 | Approved | 10/04/2022 |
| Northeast Gateway Redevelopment Plan        | Approved | 07/14/2023 |
| Wellborn District Plan Update               | Approved | 07/14/2023 |

## Zoning

Properties in the city limits are subject to zoning, which provides a property's legal entitlements regarding the types of allowed land uses, dimensional standards, and form. At the time of annexation, land is given the residential/agricultural zoning classification of Rural, with the expectation that a rezoning request will be made for new development that requires a more intense classification.

ZONING

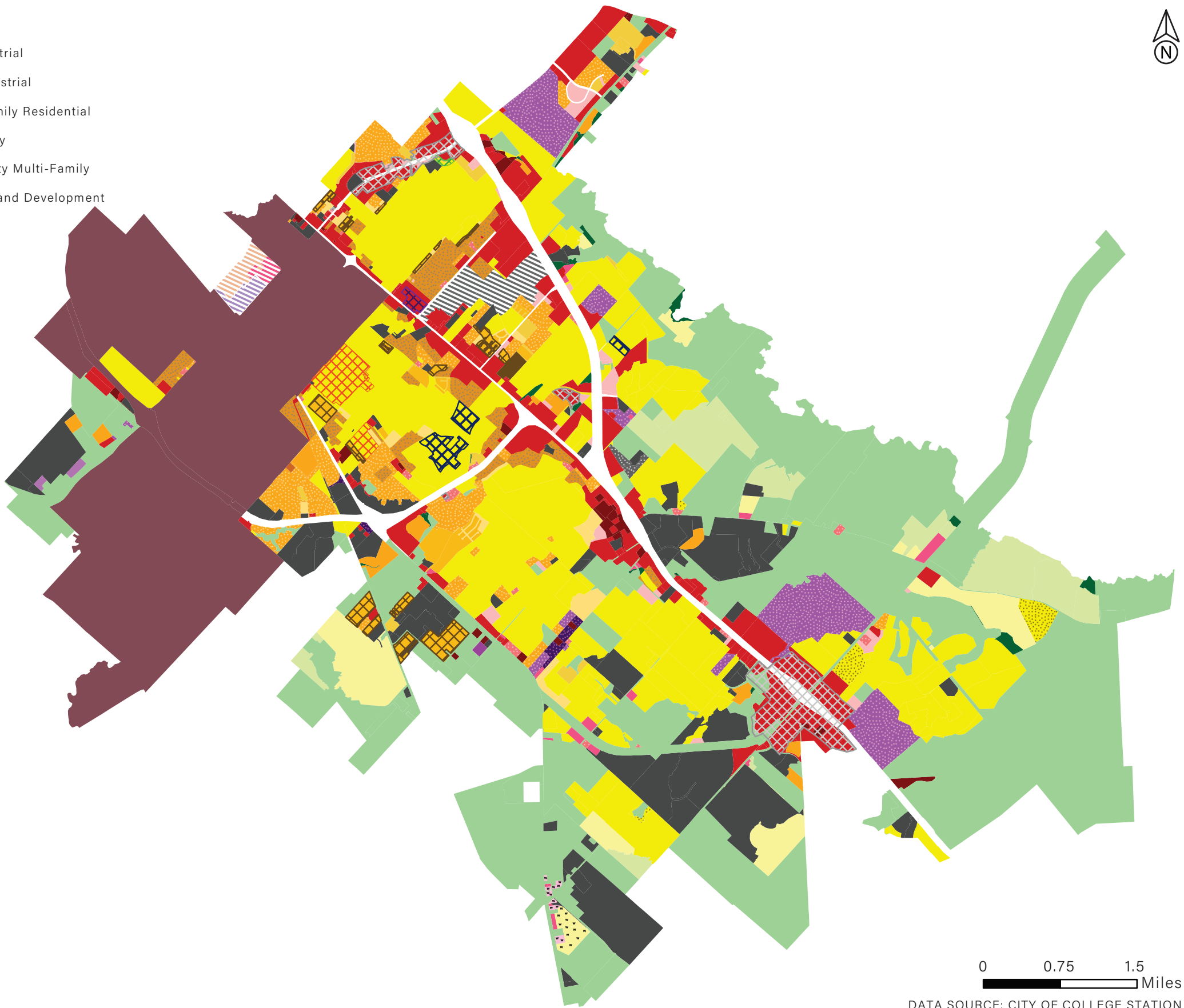
- NAP Natural Areas Protected
- R Rural
- W W

WE Wellborn Estate
- E Estate
- W W

WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhouse
- MH Middle Housing
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Homes
- O Office
- W W

WC Wellborn Commercial
- SC Suburban Commercial
- GC General Commercial
- CI Commercial Industrial
- BP Business Park
- BPI Business Park Industrial
- C-U College and University
- P-MUD Planned Mixed-Use Development
- PDD Planned Development District
- NG-1 Core Northgate
- NG-2 Transitional Northgate
- NG-3 Residential Northgate
- WPC Wolf Pen Creek
- OV Corridor Overlay
- RDD Redevelopment District
- NPO Neighborhood Prevailing Overlay
- NCO Neighborhood Conservation Overlay
- ROO Restricted Occupancy Overlay
- HOO High Occupancy Overlay
- C-3 Light Commercial

- M-1 Light Industrial
- M-2 Heavy Industrial
- R-1B Single Family Residential
- R-4 Multi-Family
- R-6 High Density Multi-Family
- R&D Research and Development



0 0.75 1.5 Miles  
DATA SOURCE: CITY OF COLLEGE STATION

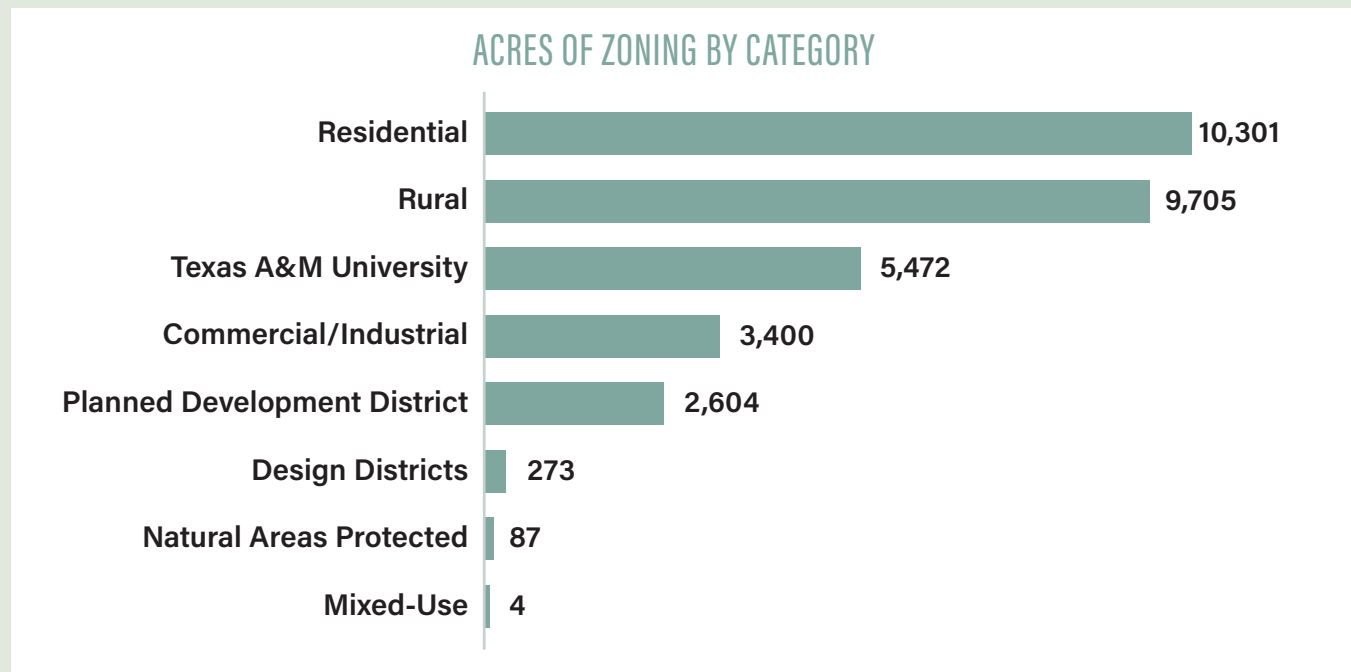
Figure 49: Zoning Map of College Station, Texas; Source: City of College Station

Zoning data reveals that residential zones dominate at 32.35%, with GS General Suburban zoning accounting for 60.21% of this category. Multi-family and High-Density Multi-Family zones together represent less than 15%.

Commercial and industrial zoning makes up 10.68%, with the majority being GC General Commercial (60.09%).

*Table 24: Acres of Zoning by Category; Source: Planning and Development Services*

| <b>Zoning Category</b>       | <b>Acres</b> | <b>Percent</b> |
|------------------------------|--------------|----------------|
| Residential                  | 10,301       | 32.35%         |
| Rural                        | 9705         | 30.47%         |
| Texas A&M University         | 5,472        | 17.18%         |
| Commercial/Industrial        | 3,400        | 10.68%         |
| Planned Development District | 2,604        | 8.18%          |
| Design Districts             | 273          | 0.86%          |
| Natural Areas Protected      | 87           | 0.27%          |
| Mixed-Use                    | 3.7          | 0.01%          |



*Figure 50: Acres of Zoning by Category; Source: Planning and Development Services*

Table 25: Acres of Residential Zoning by Type; Source: Planning and Development Services

| Residential Zoning Type      | Acres | Percent |
|------------------------------|-------|---------|
| General Suburban             | 6,203 | 60.21%  |
| Estate                       | 893   | 8.67%   |
| Multi-Family                 | 805   | 7.82%   |
| High Density Multi-Family    | 754   | 7.32%   |
| Restricted Suburban          | 724   | 7.03%   |
| Middle Housing               | 365   | 3.55%   |
| Duplex                       | 187   | 1.81%   |
| Townhouse                    | 175   | 1.70%   |
| Single-Family Residential    | 116   | 1.12%   |
| Wellborn Restricted Suburban | 55    | 0.53%   |
| Manufactured Home Park       | 25    | 0.24%   |

Within the broader zoning framework, College Station employs special overlay districts to address specific characteristics and concerns. Two key examples are the neighborhood Restricted Occupancy Overlay (ROO) and High Occupancy Overlay (HOO) districts, which regulate the number of unrelated individuals who can live in a single-family home. The city has 219 acres of High Occupancy Overlay, approximately 11.4% of available acreage (middle housing, mixed use, and multifamily zoning districts). 112.8 acres of Restricted Occupancy Overlay have been established, just 1.8% of all general suburban/ single-family acreage.

Table 26: Acres of Commercial and Industrial Zoning by Type; Source: Planning and Development Services

| Commercial / Industrial Zoning Type | Acres | Percent |
|-------------------------------------|-------|---------|
| General Commercial                  | 2,043 | 60.09%  |
| Light Industrial                    | 804.7 | 23.67%  |
| Office                              | 177.1 | 5.21%   |
| Commercial Industrial               | 134.7 | 3.96%   |
| Suburban Commercial                 | 74.8  | 2.20%   |
| Light Commercial                    | 66.6  | 1.96%   |
| Heavy Industrial                    | 37.6  | 1.11%   |
| Research & Development              | 24.9  | 0.73%   |
| Business Park                       | 15.9  | 0.47%   |
| Wellborn Commercial                 | 13.5  | 0.40%   |
| Business Park Industrial            | 7.4   | 0.22%   |

## Existing Land Use

Existing land use shows a substantial portion (40.83%) of the city's land remains undeveloped or used for agriculture. Currently, residential use makes up 33.23% (11,738.4 acres) of the city's land, dominated by single-family homes (80.69%). There are smaller percentages of multi-family housing (12.17%) and mixed-use developments (0.15%). Existing commercial and industrial uses currently make up only 4.59% (1,619.9 acres) of land use, with commercial dominating this category.

Table 27: Acres of Existing Land Uses by Category; Source: Planning and Development Services

| Existing Land Use Category | Acres    | Percent |
|----------------------------|----------|---------|
| Undeveloped & Agricultural | 14,422.1 | 40.83%  |
| Residential                | 11,738.4 | 33.23%  |
| Texas A&M University       | 5,339.2  | 15.11%  |
| Civic                      | 1,825.8  | 5.17%   |
| Commercial & Industrial    | 1,619.9  | 4.59%   |
| Other                      | 379.6    | 1.07%   |

## EXISTING LAND USES BY CATEGORY

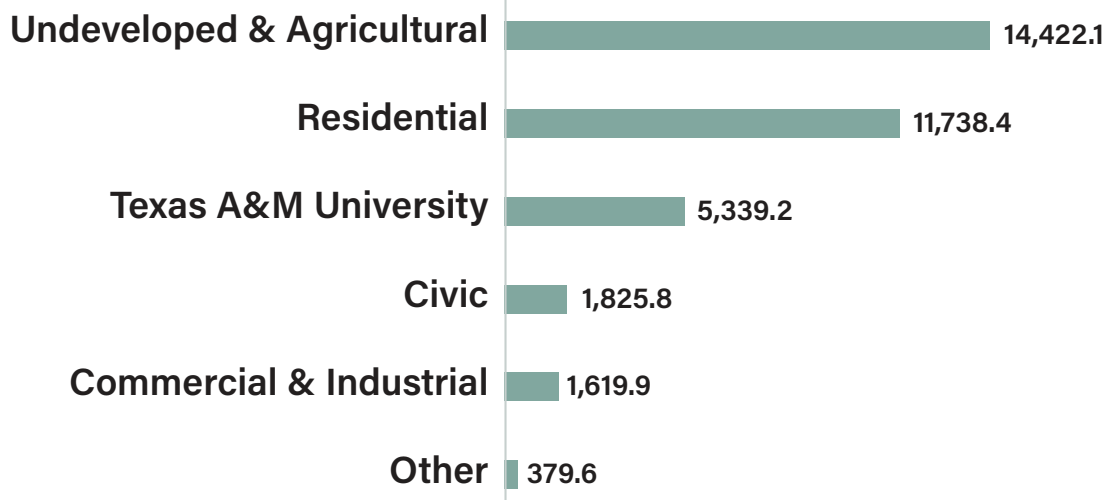
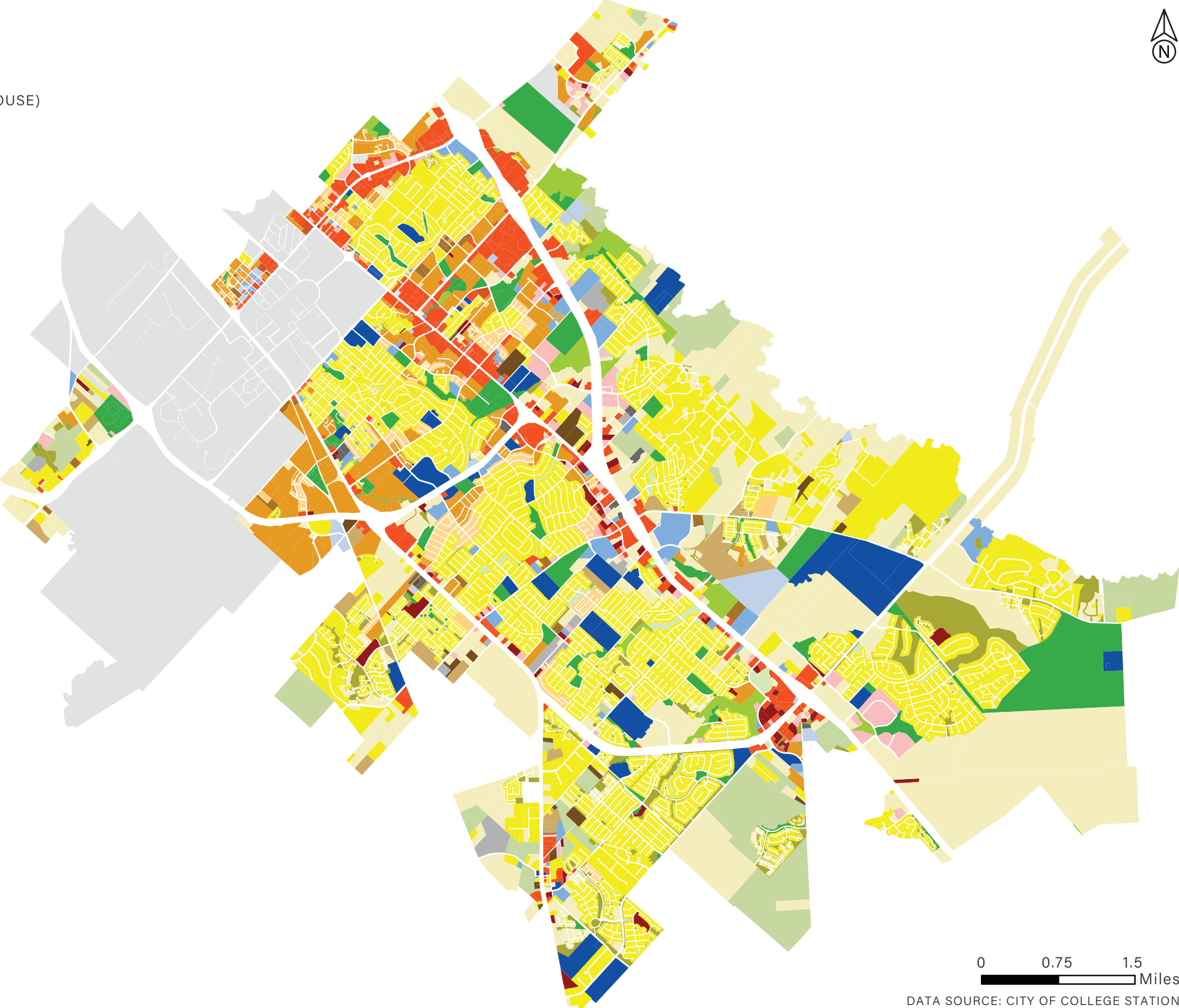


Figure 51: Existing Land Uses by Category; Source: Planning and Development Services



# EXISTING LAND USE IN THE CITY LIMITS

- SINGLE-FAMILY RESIDENTIAL (INCLUDING TOWNHOUSE)
- DUPLEX RESIDENTIAL
- MULTI-FAMILY
- MIXED-USE
- GROUP QUARTERS (NURSING HOME, DORM, ETC)
- MOBILE/MANUFACTURED HOME
- COMMERCIAL RETAIL (BANKS, HOTELS, ETC)
- COMMERCIAL OFFICE
- COMMERCIAL OTHER (AMUSEMENT, SERVICE STATION, ETC)
- COMMERCIAL - INDUSTRIAL (WAREHOUSING/DISTRIBUTION)
- LIGHT INDUSTRIAL
- PUBLIC FACILITIES (COCS, CSISD, LIBRARY, ETC)
- SEMI-PUBLIC (RELIGIOUS, HOSPITALS, ETC)
- TAMU (EASTERWOOD)
- TRANSPORTATION, UTILITIES & COMMUNICATION
- PARK (PRIVATE & PUBLIC)
- GREENWAY
- DRAINAGE
- COMMON AREA
- AGRICULTURAL
- RURAL (LARGE LOT, >= 5 ACRES)
- UNIMPROVED



0 0.75 1.5 Miles  
DATA SOURCE: CITY OF COLLEGE STATION

Figure 52: Existing Land Uses; Source: City of College Station



# RESIDENTIAL LAND USES

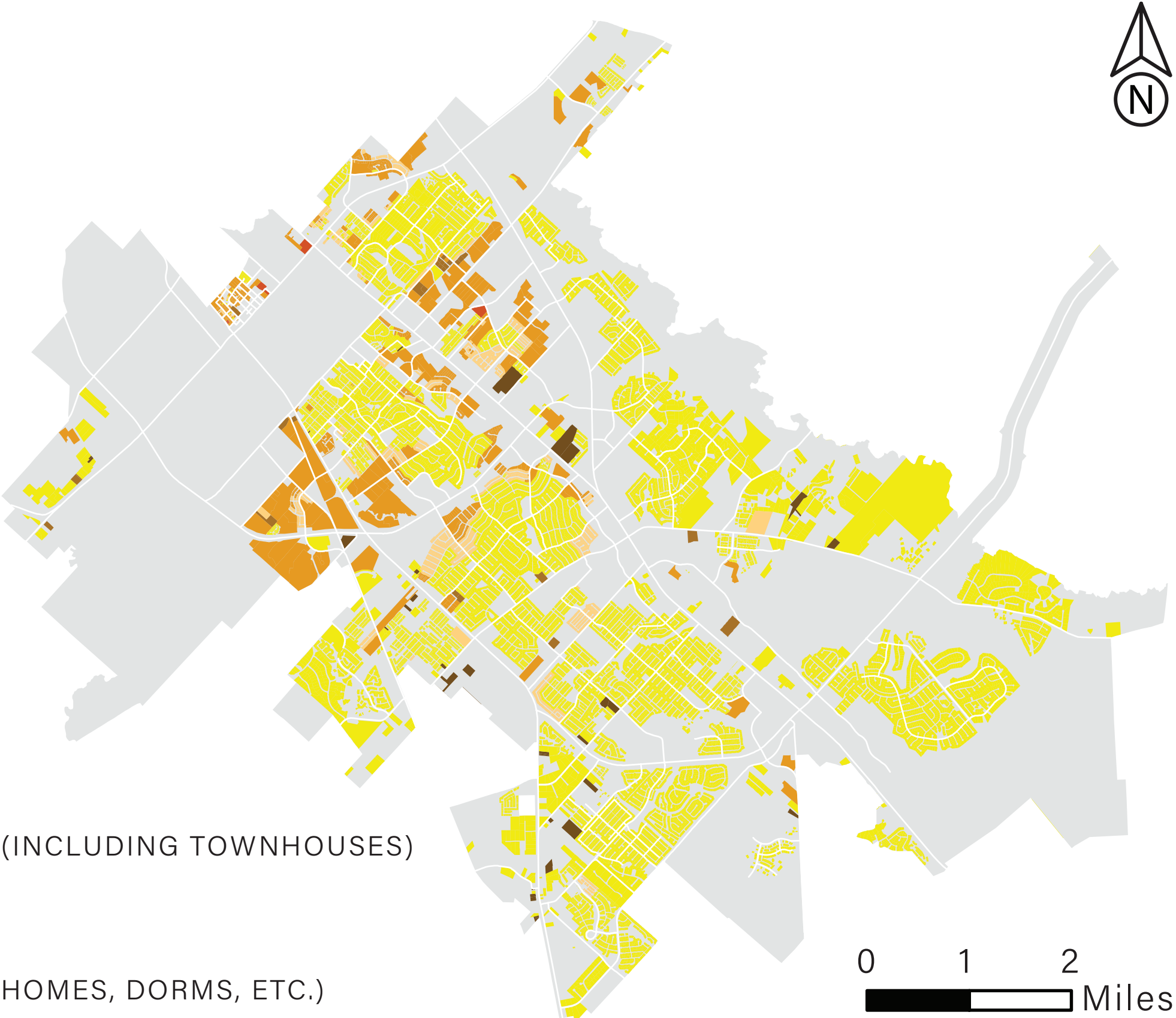
College Station offers a variety of housing types, from single-family homes on different lot sizes to apartments, duplexes, and townhomes. About 32% of land in College Station is used for non-rural residential. In addition to this increase in residential acreage, the City has also seen projects with increased density, particularly in the Northgate Redevelopment Area.

Table 28: Acres of Existing Residential Uses by Type;  
Source: City of College Station

| Existing Residential Uses by Type | Acres  | Percent |
|-----------------------------------|--------|---------|
| Single-Family Residential         | 9472   | 80.69%  |
| Multi-Family                      | 1428.1 | 12.17%  |
| Duplex Residential                | 389.1  | 3.31%   |
| Mobile/Manufactured Home          | 356.6  | 3.04%   |
| Group Quarters                    | 75.4   | 0.64%   |
| Mixed-Use                         | 17.2   | 0.15%   |

## EXISTING RESIDENTIAL LAND USES

- SINGLE-FAMILY RESIDENTIAL (INCLUDING TOWNHOUSES)
- DUPLEX RESIDENTIAL
- MULTI-FAMILY
- GROUP QUARTERS (NURSING HOMES, DORMS, ETC.)
- MOBILE/MANUFACTURED HOMES



DATA SOURCE: CITY OF COLLEGE STATION

Figure 53: Existing Residential Uses by Type; Source: City of College Station

# COMMERCIAL & INDUSTRIAL LAND USES

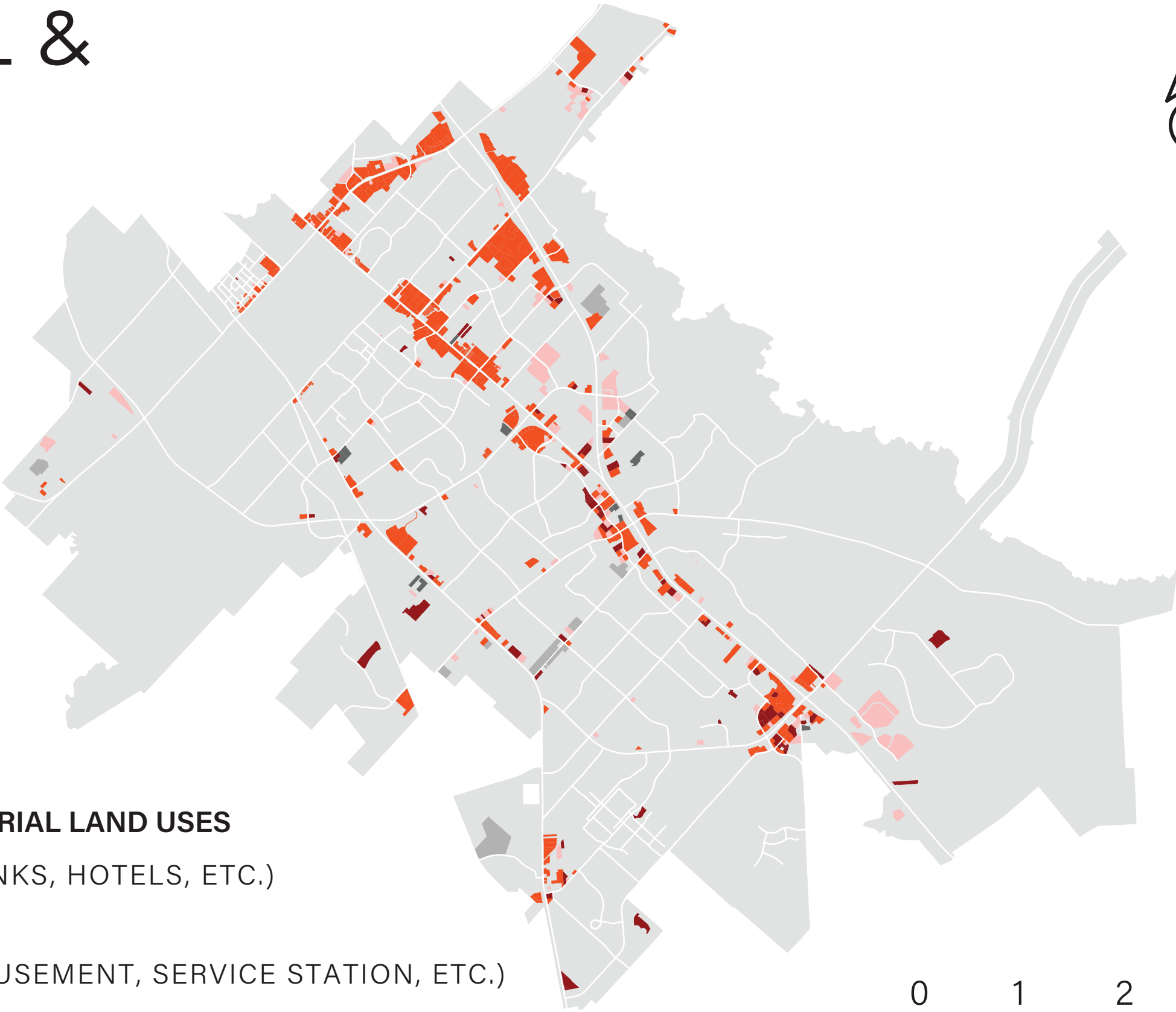
Just over half of the land area that has been planned for commercial and industrial uses has been developed for such uses. Approximately 1,920 acres of land within College Station have been commercially or industrially developed, the majority for retail commercial uses.

Table 29: Existing Commercial and Industrial Land Uses;  
Source: City of College Station

| Existing Commercial/Industrial Uses by Type | Acres | Percent |
|---------------------------------------------|-------|---------|
| Commercial Retail                           | 1149  | 54.51%  |
| Commercial Office                           | 390   | 18.50%  |
| Commercial Other                            | 329.8 | 15.65%  |
| Light Industrial                            | 151   | 7.17%   |
| Commercial - Industrial                     | 88    | 4.17%   |

## EXISTING COMMERCIAL & INDUSTRIAL LAND USES

- COMMERCIAL RETAIL (BANKS, HOTELS, ETC.)
- COMMERCIAL OFFICE
- COMMERCIAL OTHER (AMUSEMENT, SERVICE STATION, ETC.)
- COMMERCIAL - INDUSTRIAL (WAREHOUSING/DISTRIBUTION)
- LIGHT INDUSTRIAL



DATA SOURCE: CITY OF COLLEGE STATION

Figure 54: Existing Commercial and Industrial Land Uses; Source: City of College Station

# UNDEVELOPED & AGRICULTURAL LAND USES

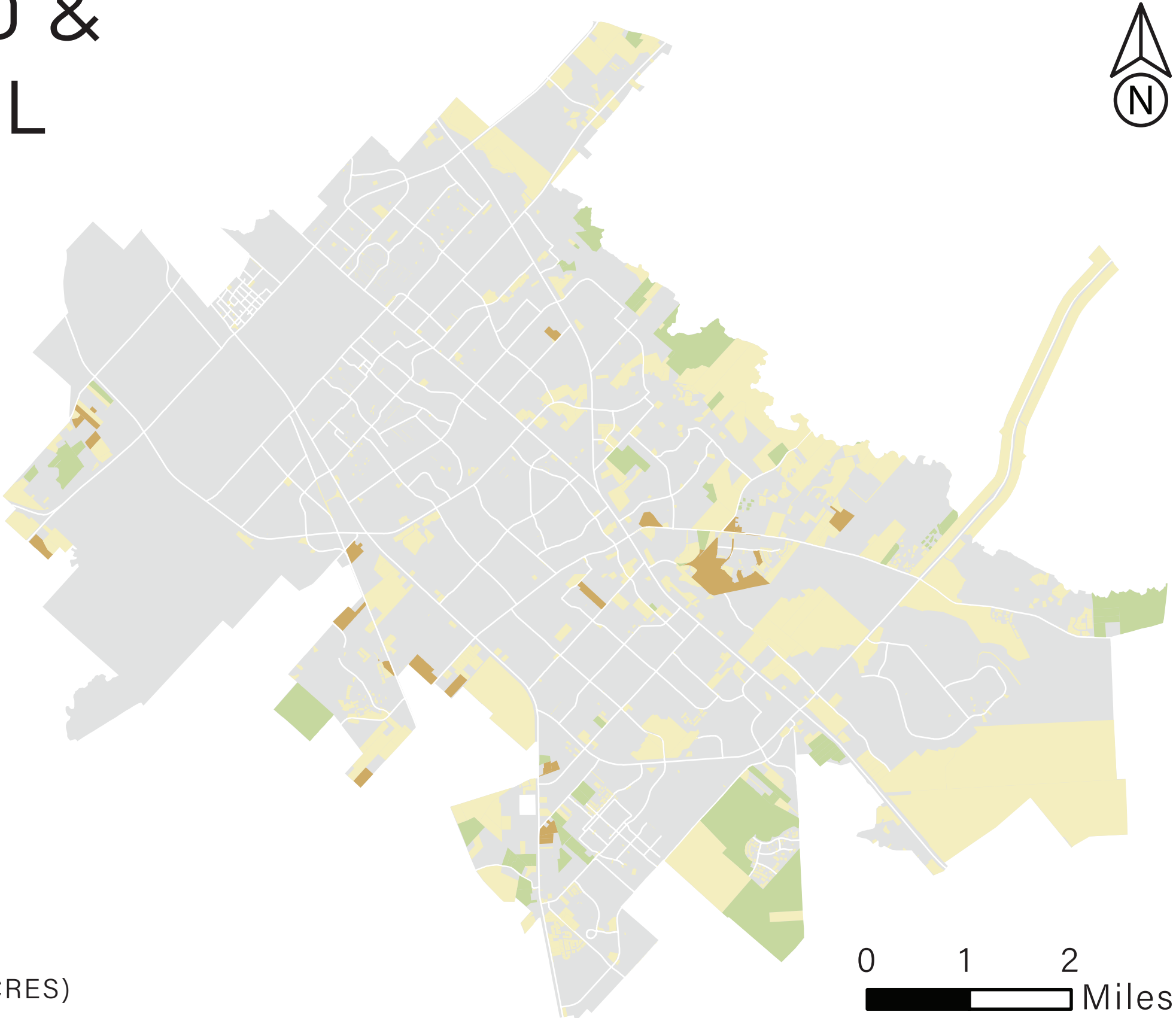
Agricultural land accounts for 528.3 acres, representing 3.66% of the total land use in this category. Undeveloped, unplatted land makes up the largest share, totaling 8,557.1 acres or 59.33% of the area. Undeveloped platted land follows with 2,715.6 acres (18.83%). Rural land, defined as large lots of five acres or more, covers 1,627.4 acres, equivalent to 11.28%. Finally, common areas encompass 993.6 acres, representing 6.89%.

Table 30: Existing Undeveloped and Agricultural Land Uses;  
Source: City of College Station

| Existing Undeveloped and Agricultural Uses by Type | Acres | Percent |
|----------------------------------------------------|-------|---------|
| Undeveloped Unplatted                              | 8557  | 59.33%  |
| Undeveloped Platted                                | 2716  | 18.83%  |
| Rural                                              | 1627  | 11.28%  |
| Common Area                                        | 994   | 6.89%   |
| Agricultural                                       | 528   | 3.66%   |

## EXISTING UNDEVELOPED, RURAL & AGRICULTURAL LAND USES

- AGRICULTURAL
- RURAL (LARGE LOTS, >= 5 ACRES)
- UNIMPROVED



DATA SOURCE: CITY OF COLLEGE STATION

Figure 55: Existing Undeveloped and Agricultural Land Uses; Source: City of College Station



Parks constitute the largest portion of civic uses, covering 1,501.6 acres or 45.13% of the total. Public facilities account for 997.1 acres, representing 29.97%, followed by semi-public spaces at 459.2 acres (13.80%). Greenways, which include open and natural spaces, make up the smallest share, totaling 369.3 acres or 11.10%.

*Table 31: Existing Civic Uses by Type; Source: City of College Station*

| Existing Civic Uses by Type | Acres | Percent |
|-----------------------------|-------|---------|
| Parks                       | 1502  | 45.13%  |
| Public Facilities           | 997   | 29.97%  |
| Semi-Public                 | 460   | 13.80%  |
| Greenways                   | 369   | 11.10%  |







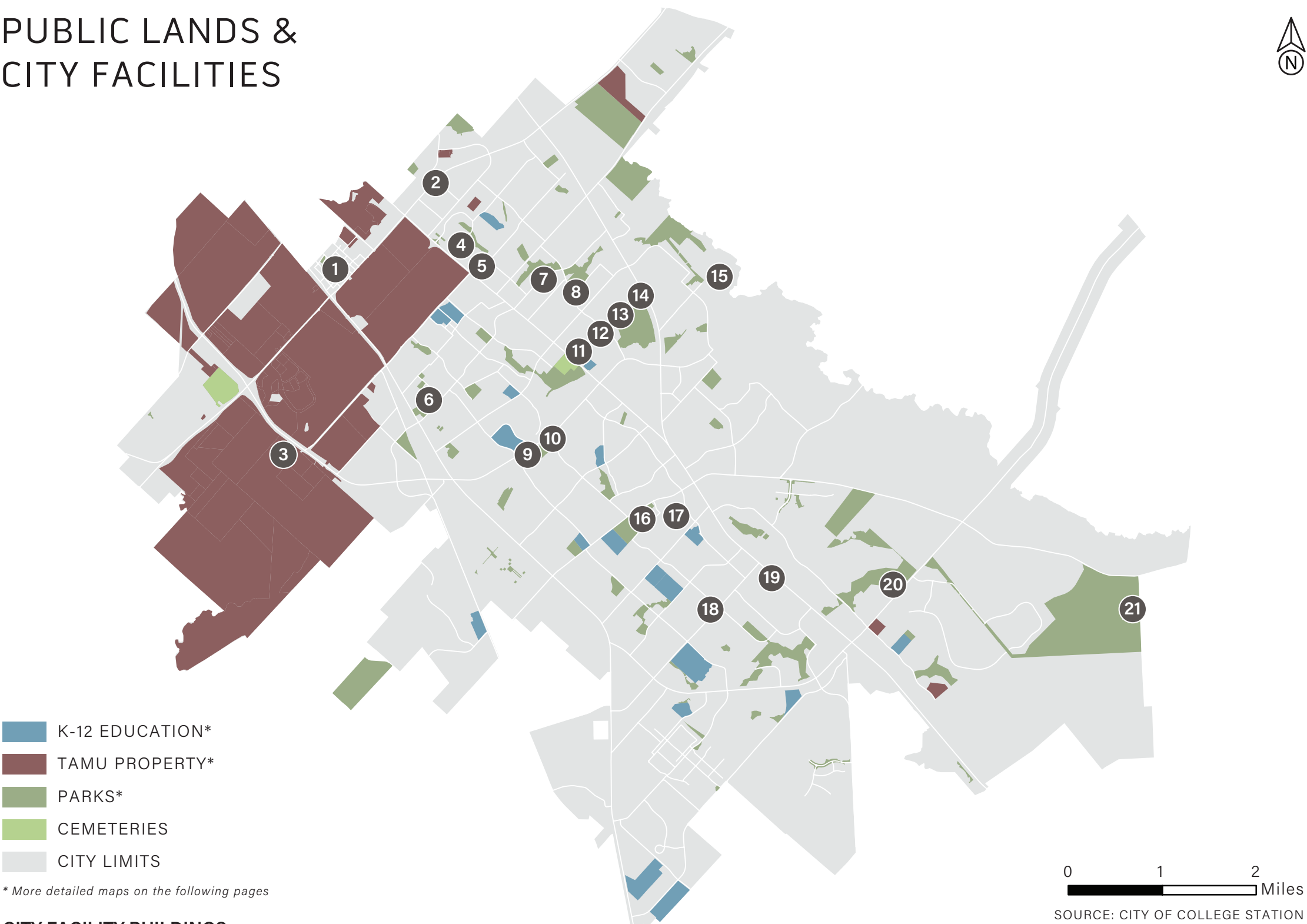
# PUBLIC FACILITIES

The City plans, maintains and invests in the infrastructure, facilities, services, personnel, and equipment required to meet projected needs and opportunities to accommodate growth. This section includes updated information regarding electric, water, wastewater, sanitation, police, fire, parks, K-12 education, and higher education related to the city's growth and development patterns.

## *Public Lands and City Facilities*

The City has 152 municipal buildings and 73 park areas. Park areas cover 2,004.6 acres of land and consist of 50 neighborhood parks, 15 community parks, 6 recreational areas, and 2 cemeteries. College Station Independent School District (CSISD) has 19 school properties and Texas A&M University has 130 properties, including Easterwood Airport.

# PUBLIC LANDS & CITY FACILITIES



\* More detailed maps on the following pages

## CITY FACILITY BUILDINGS

- |                            |                                   |                             |                               |                    |
|----------------------------|-----------------------------------|-----------------------------|-------------------------------|--------------------|
| 1 NORTHGATE PARKING GARAGE | 6 LINCOLN RECREATION CENTER       | 11 MUNICIPAL COURT          | 16 SOUTHWOOD COMMUNITY CENTER | 20 FIRE STATION #5 |
| 2 FIRE STATION #6          | 7 FIRE STATION #1                 | 12 UTILITY CUSTOMER SERVICE | 17 UTILITY SERVICE CENTER     | 21 LICK CREEK WWTP |
| 3 FIRE STATION #4          | 8 MEYER SENIOR & COMMUNITY CENTER | 13 POLICE STATION           | 18 FIRE STATION #3            |                    |
| 4 CITY HALL                | 9 LARRY J RINGER LIBRARY          | 14 PARKS & RECREATION       | 19 ARTS CENTER                |                    |
| 5 VISITOR CENTER           | 10 FIRE STATION #2                | 15 CARTER CREEK WWTP        |                               |                    |

Figure 56: Public Lands & City Facilities Map; Source: City of College Station



Electric

College Station’s primary electric provider is College Station Utilities (CSU), which is a wholesale power purchaser and does not have generation capabilities. The data on electricity consumption and infrastructure in College Station offers insights into the city’s energy demand and the capacity of its electrical system. Over the years, annual electricity consumption has steadily increased, reflecting growth in population, development, and economic activities. The consumption figures, from 913 million kWh in 2019 to just under 1 billion kWh in 2023, signify a consistent rise in energy needs. The peak in 2022 at 998.4 million kWh suggests that both residential and commercial activities have surged in recent years.

Table 32: Annual Electric Consumption;  
Source: College Station Utilities

| Year | KwH (in Millions) |
|------|-------------------|
| 2019 | 913               |
| 2020 | 884               |
| 2021 | 919               |
| 2022 | 998               |
| 2023 | 993               |

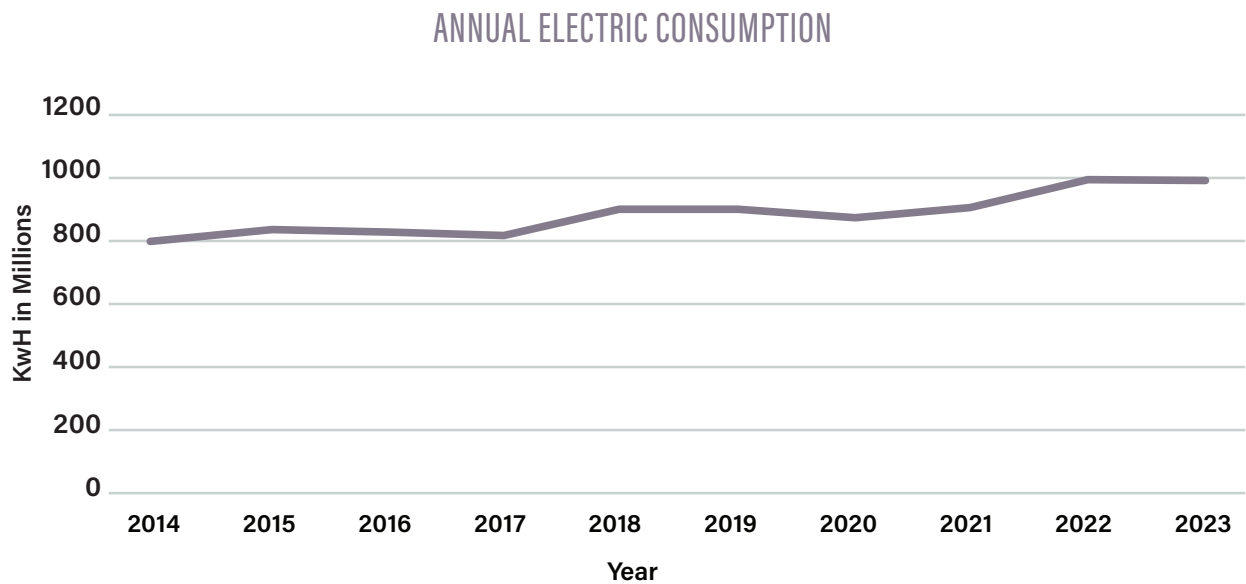
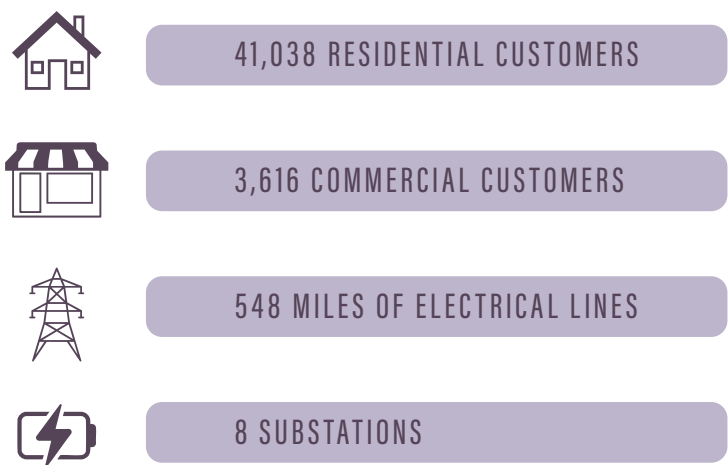


Figure 57: Annual Electric Consumption; Source: College Station Utilities



College Station’s electrical infrastructure includes 548 miles of electrical lines, supported by 8 substations, serving a total of 44,654 customers—41,038 residential and 3,616 commercial. This indicates a robust distribution network designed to meet both the current and growing energy demands. Figure 84 highlights the utility service areas within College Station, showcasing how the infrastructure is spread across the city.

Figure 58: Electric Service Indicators



# ELECTRIC SERVICE AREAS

- COLLEGE STATION UTILITIES
- BRYAN TEXAS UTILITIES
- MIDSOUTH ELECTRIC CO-OP
- CITY LIMITS
- ETJ

0 1 2 Miles

DATA SOURCE: PUBLIC UTILITY COMMISSION OF TEXAS

Figure 59: Electric Service Area Map; Source: Public Utility Commission of Texas

## Water Services

### WATER

College Station pumps water from deep wells located on city-owned land over the Carrizo-Wilcox Aquifer, in the Carrizo, Sparta, and Simsboro Sand formations. College Station disinfects its drinking water with gas chlorine to provide an effective chlorine residual. After the water is disinfected, it is pumped into the water distribution system, which includes elevated storage tanks. The elevated storage tanks provide an adequate supply of water pressure for homes, businesses, and fire protection within the College Station water certificated area (CCN).

College Station's water system includes over 490 miles of water distribution lines, 10 groundwater wells, 2 pump stations, 2 ground water storage tanks, and 3 elevated storage tanks. The water system is rated "Superior" by the State of Texas and has received awards for outstanding operations and maintenance from the Environmental Protection Agency (EPA). The city has approximately 117,571 residential water consumers and sees an average consumption of 130 GPCD per person per day. Notably, the City saw annual water consumption exceed 5,000 million gallons of water starting in 2022. Due to the recent increase in water consumption, the average annual water consumption between 2019 and 2023 was 5,004.92 million gallons. Currently the City has approved well permits for the construction of three new groundwater wells.

Water consumption also reflects a growth pattern, with usage steadily increasing from around 4,000 million gallons (MG) in 2014 to over 5,900 MG in 2022.

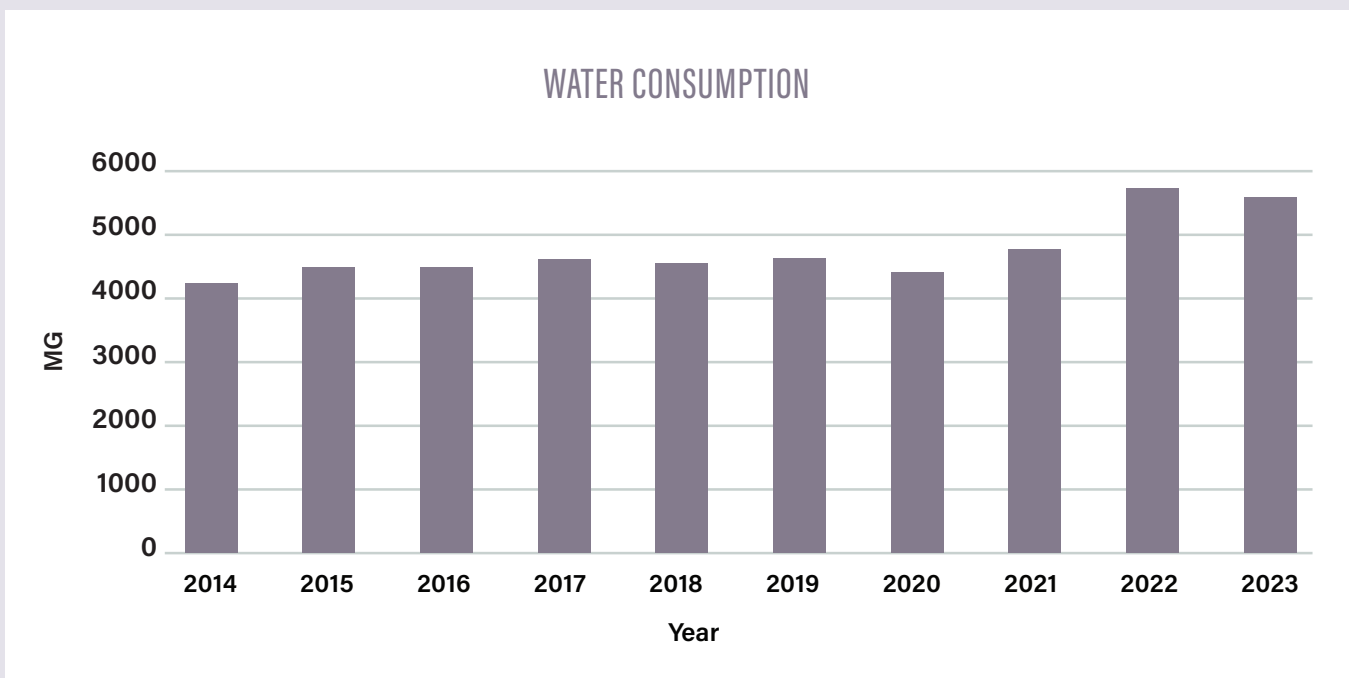


Figure 60: Water Consumption by Year; Source: College Station Water Services

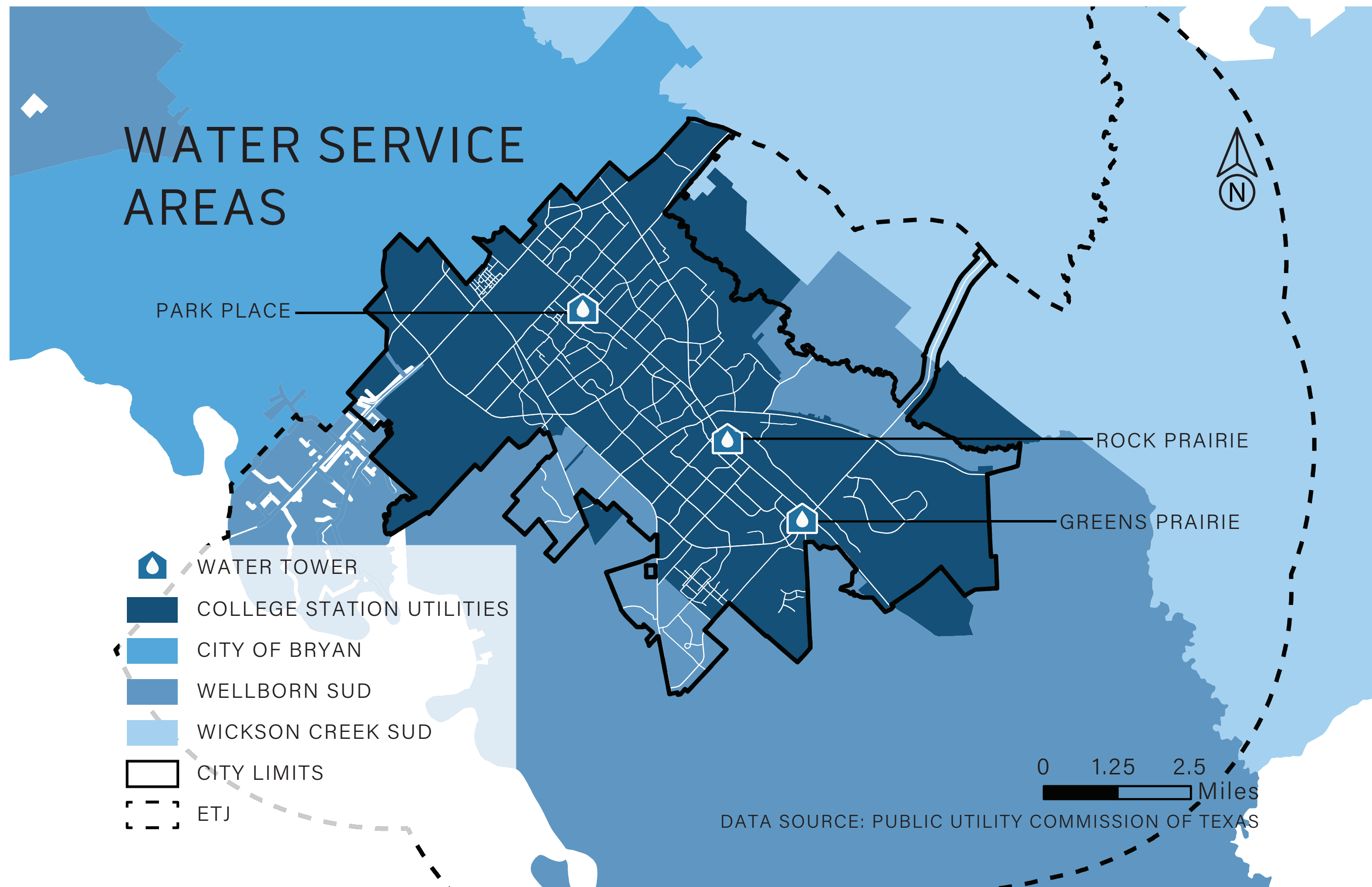


Figure 61: Water Service Areas; Source: Public Utility Commission of Texas

Wastewater

The City's wastewater collection system consists of a network of 397 miles of collector mains, interceptors and force mains, 17 lift stations, and three wastewater treatment facilities. The Carters Creek Wastewater Treatment Plant (WWTP) has a current permitted capacity of 9.5 MGD average daily flow. The Lick Creek WWTP has a current permitted capacity of 5 MGD average daily flow. All water leaving College Station's wastewater treatment facilities must meet regulatory limits set by the Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) in the permits for each wastewater treatment facility. Wastewater in College Station is treated using screening and grit removal (to remove grease, grit and large objects), aeration, clarification, biosolids digestion and dewatering, and disinfection.

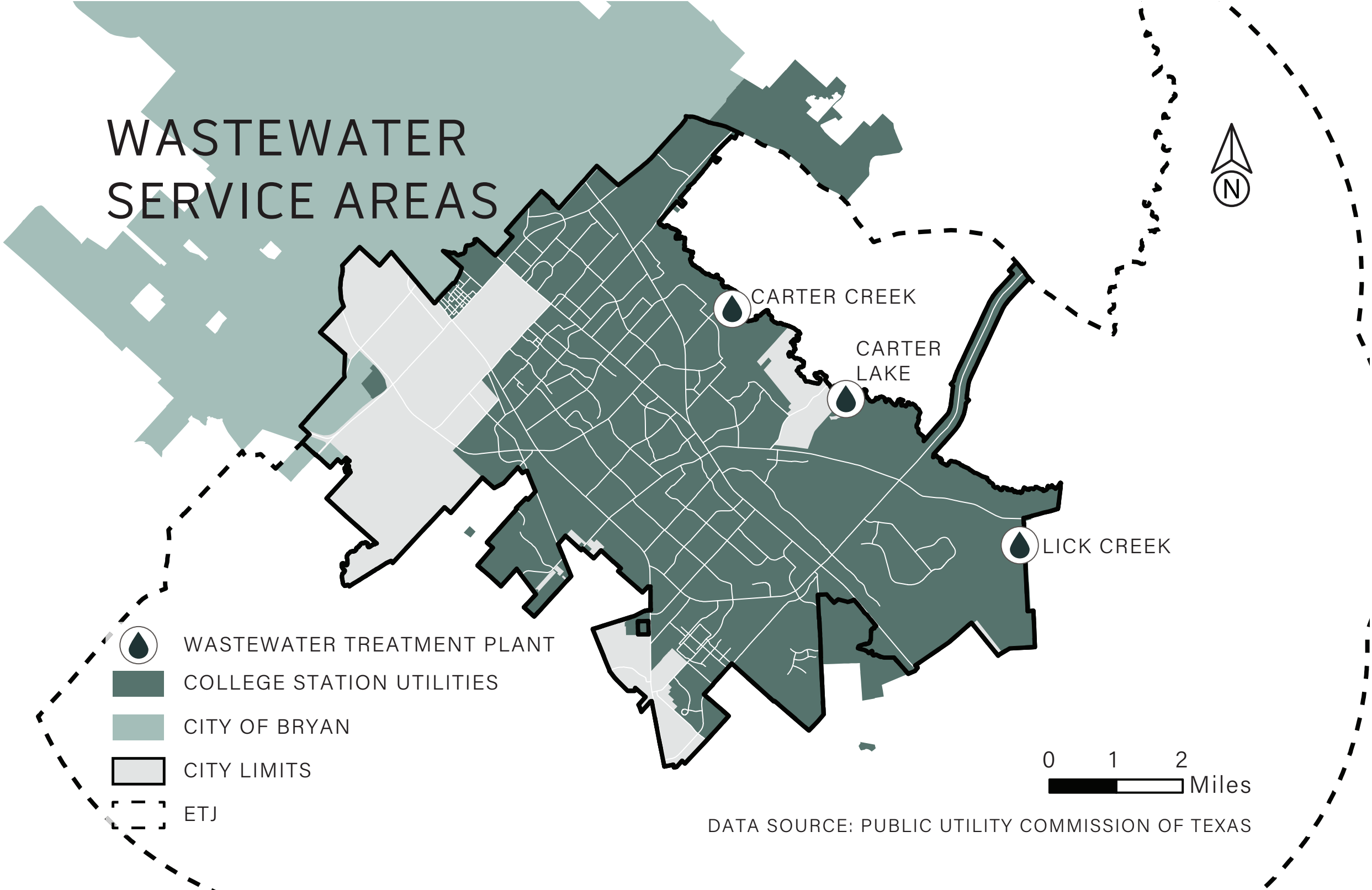


Figure 62: Wastewater Service Areas; Source: Public Utility Commission of Texas

*Solid Waste*

The Cities of Bryan and College Station joined together in 1990 to create the Brazos Valley Solid Waste Management Agency. BVSWMA operates from the Twin Oaks Landfill, a Subtitle D landfill situated on 610-acres off of Highway 30 in Grimes County. Recycling is currently contracted to BVR Waste and Recycling for single-family residences. Each residential customer receives weekly services for garbage, bulk trash and brush, and recycling.

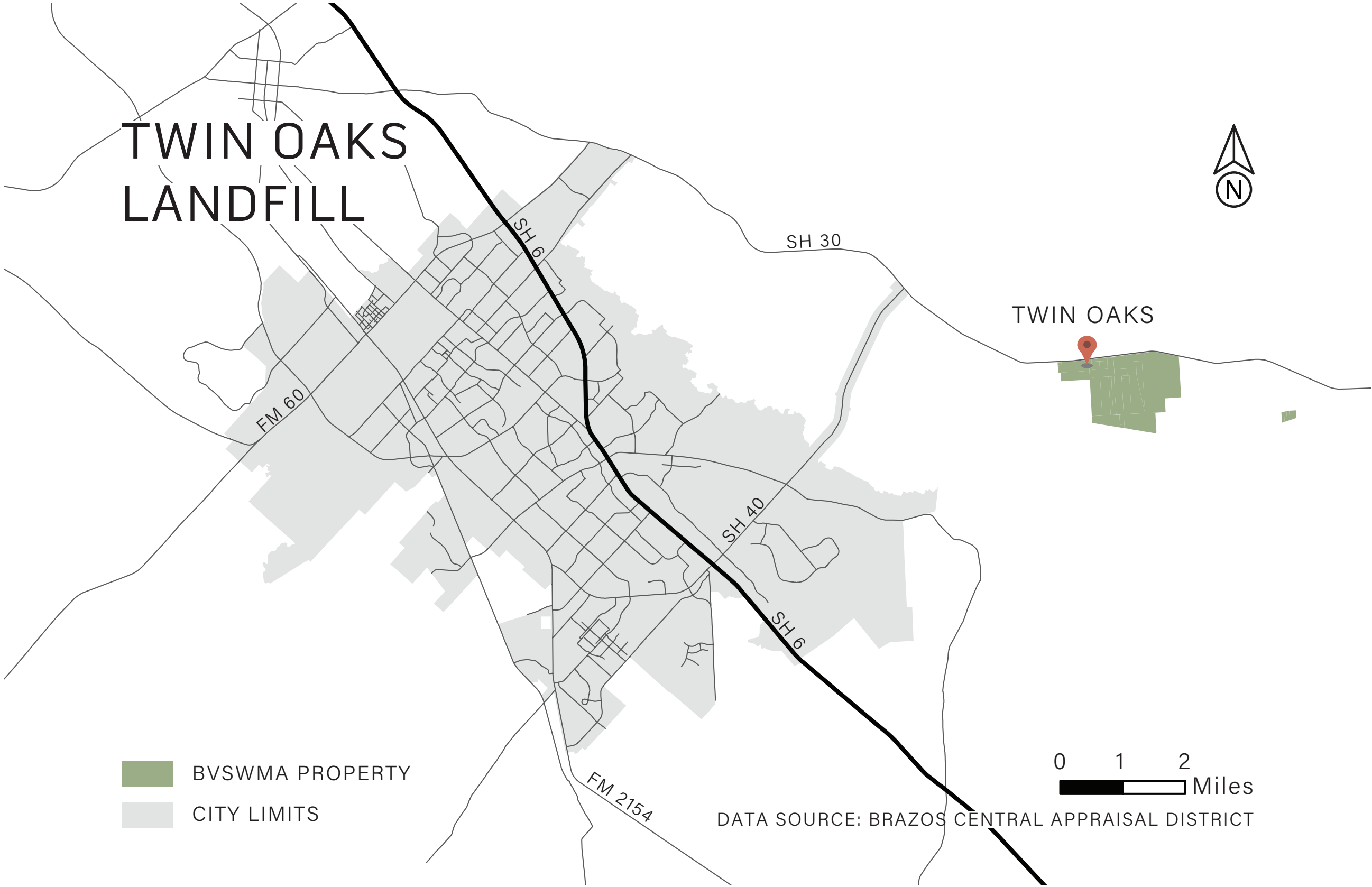


Figure 63: Twin Oaks Landfill; Source: Brazos Central Appraisal District

The total tons of garbage collected annually have seen fluctuations. Residential garbage increased notably from 2019 to 2021, peaking at 30,745.8 tons in 2021 before declining slightly in 2022 and 2023. Commercial garbage also fluctuated, with a significant dip in 2020 (36,433.7 tons) likely due to reduced commercial activity during the pandemic. Collection volumes rebounded in 2021 and remained stable in 2022 and 2023. Residential recycling peaked in 2021 at 6,044 tons but declined slightly in the subsequent years. Commercial recycling increased steadily from 2019 to 2022, reaching 20,083.1 tons, but saw a decline in 2023 to 18,662 tons.

## RESIDENTIAL GARBAGE AND RECYCLING COLLECTED

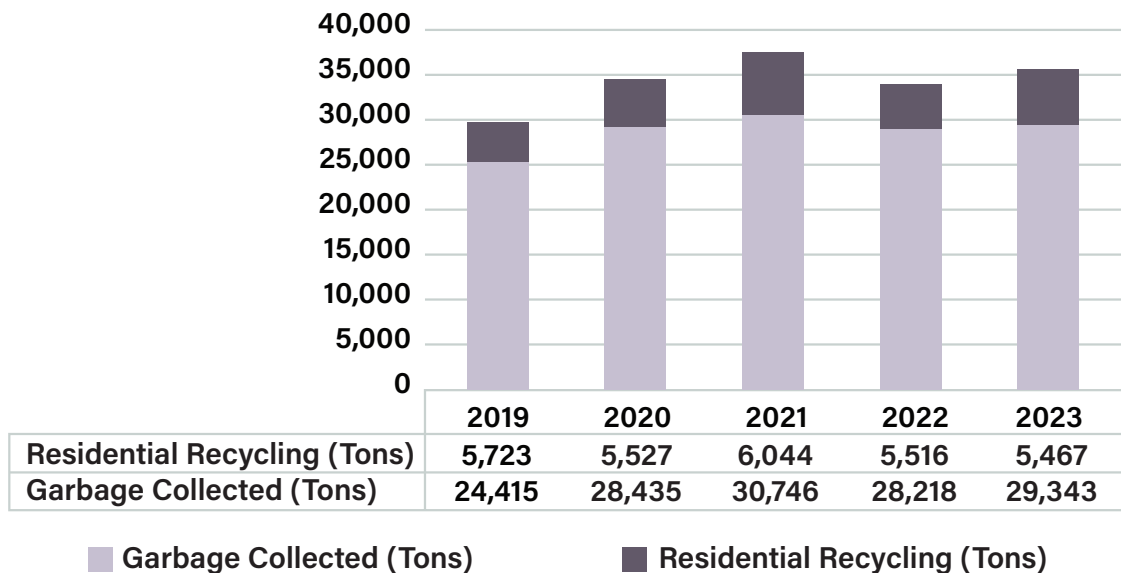


Figure 64: Residential Tons of Garbage and Recycling Collected by Year; Source: City of College Station

## COMMERCIAL GARBAGE AND RECYCLING COLLECTED

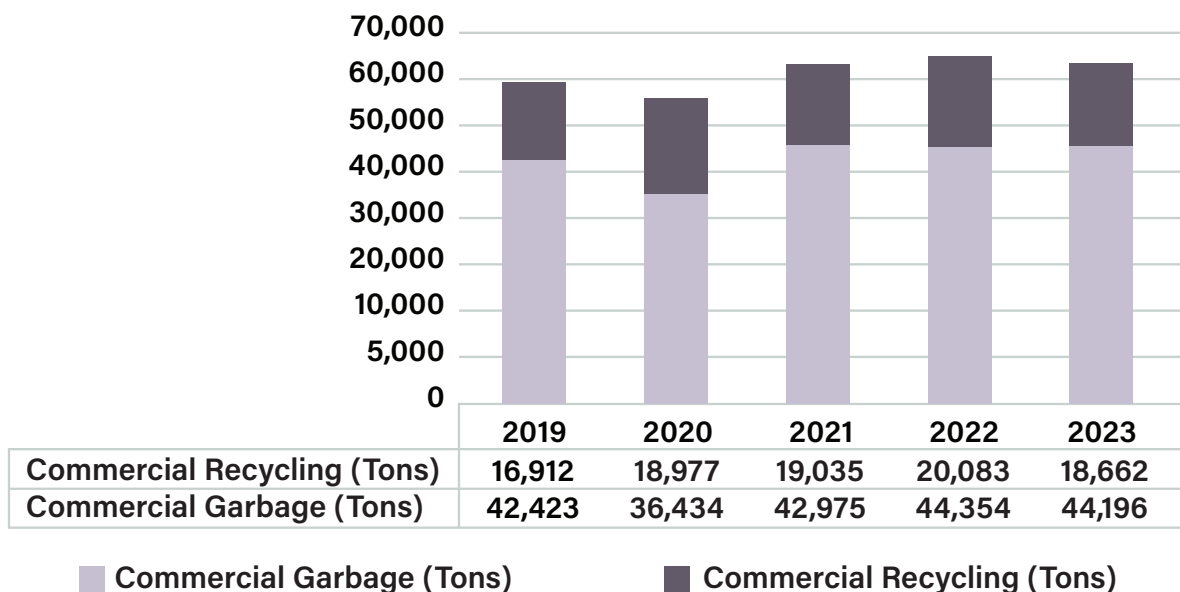


Figure 65: Commercial Tons of Garbage and Recycling Collected by Year; Source: City of College Station



CITY PARKS & PUBLIC ART

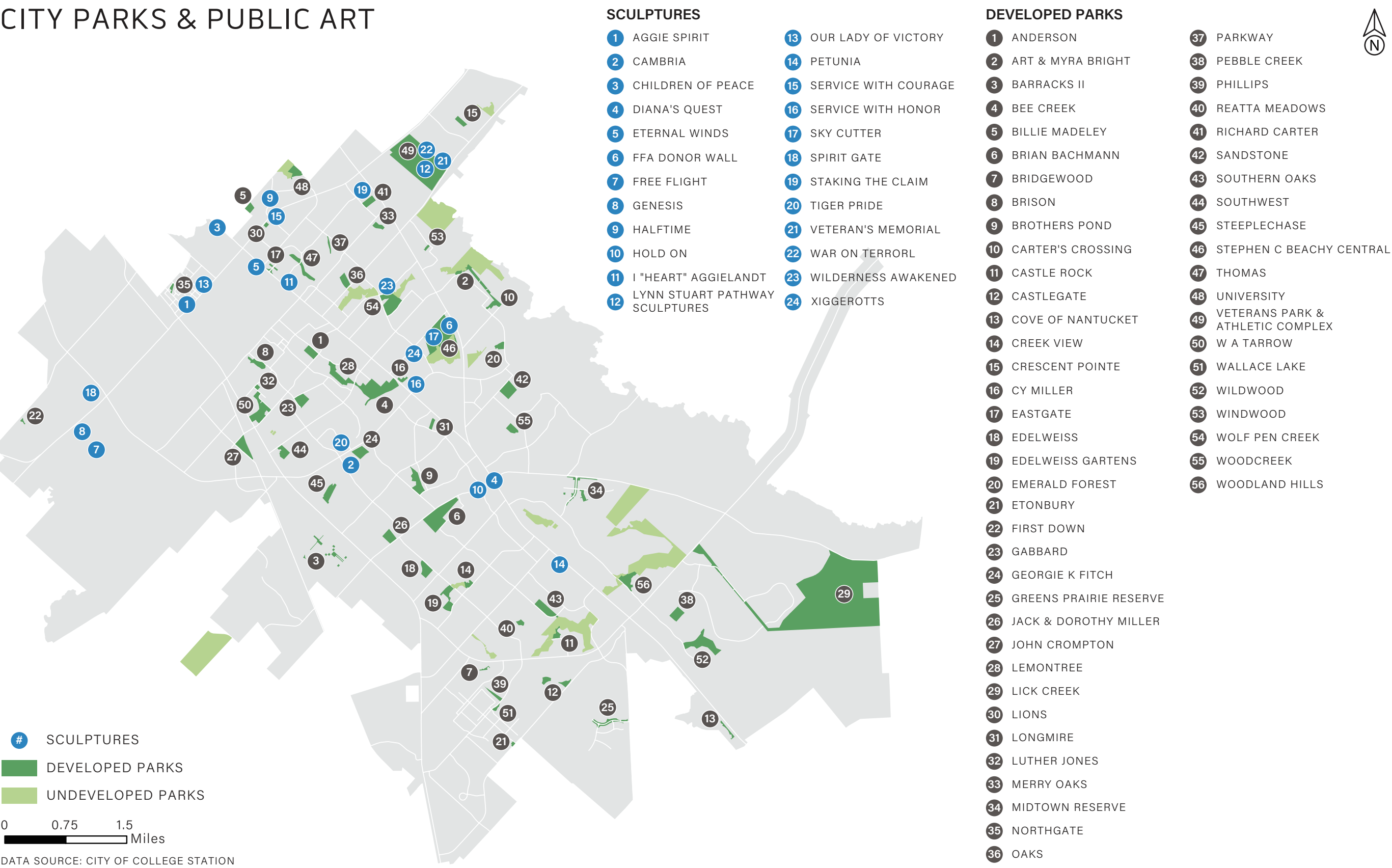


Figure 66: Parks and Monuments; Source: City of College Station



The City of College Station provides parks and recreational opportunities through its Parks and Recreation Department, whose mission is “to provide a diversity of facilities and leisure services that are geographically and demographically accessible.” The department is responsible for the design, construction, and operation of park facilities, along with the development and implementation of recreation programs.

College Station has extensive parkland and recreational amenities, with a total of 1,895.35 acres of parkland spread across 58 parks and supported by 70 buildings and facilities. The city boasts a well-distributed network of neighborhood parks (50), community parks (15), recreational areas (6), and cemeteries (2), catering to diverse community needs. Key features include various specialized facilities, such as three disc golf courses located in Oaks, Wolf Pen Creek, and Southern Oaks Parks, offering both recreational and social engagement opportunities. Wolf Pen Creek, the largest of these parks, spans 63.71 acres, while Southern Oaks and Oaks Parks are smaller but provide accessible 9-hole courses.

The City also supports active recreation with facilities such as pickleball courts in Brian Bachmann and Bee Creek Parks. Brian Bachmann Park, covering 42.32 acres, stands out with its wide array of amenities, including a community pool, multiple sports fields, and a pavilion, making it a hub for community activity. Similarly, Bee Creek Park’s 44.60 acres house softball fields, playgrounds, and trails, emphasizing multi-functional recreational spaces. Paved trails are a staple in most parks, while unpaved trails in Lick Creek, Bee Creek, and Billie Madeley Parks offer opportunities for nature exploration.







## *Law Enforcement and Emergency Services*

### **POLICE**

The College Station Police Department (CSPD) is primarily responsible for the protection of life, liberty, and property for people that are within the City limits. It provides these services through various means including enforcement of criminal laws and ordinances, providing education, recovery of property, animal control, traffic enforcement, and investigation of crimes.

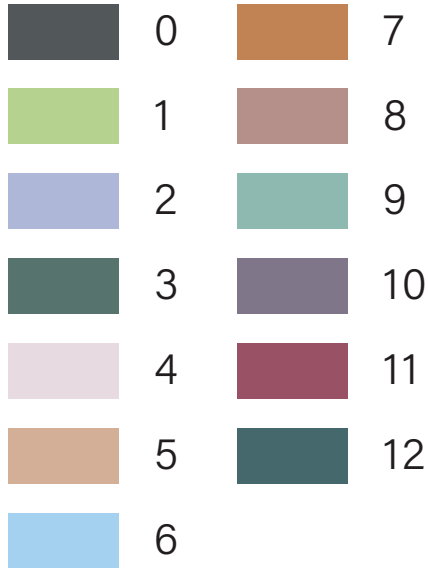
CSPD is made up of three bureaus: the Administrative Services Bureau, Field Operations Bureau, and Operational Support Bureau. The Administrative Services Bureau includes many different divisions within the department that supplement and enhance the overall operations of the department. These include divisions for Information Services, Communications, Support Services, and Technical Services. The Field Operations Bureau is the largest bureau in CSPD and encompasses uniformed patrol, police assistants, traffic enforcement unit, and the College Station Tourism and Entertainment Policing. The Uniformed Patrol Division is the largest division in CSPD and includes 91 Officers, 13 Sergeants, 3 Lieutenants, 2 K9s, and a Drone Team. The Operational Support Bureau includes the Criminal Investigations Division, the Recruiting and Training Division, and the Special Operations Division.

The College Station Police Department (CSPD) has been accredited by the Commission on Accreditation for Law Enforcement Agencies (CALEA) since 1991. The CSPD has an Advanced certification and a Meritorious designation. CALEA accreditation recognizes agencies that demonstrate professionalism, integrity, and other qualities. The CSPD's Communication Division was the first accredited program of its kind in Texas in 2003. The CSPD recently received reaccreditation awards for law enforcement and public safety communications.

# POLICE TERRITORY ASSIGNMENTS



## POLICE BEATS



## POLICE FACILITIES



POLICE STATION

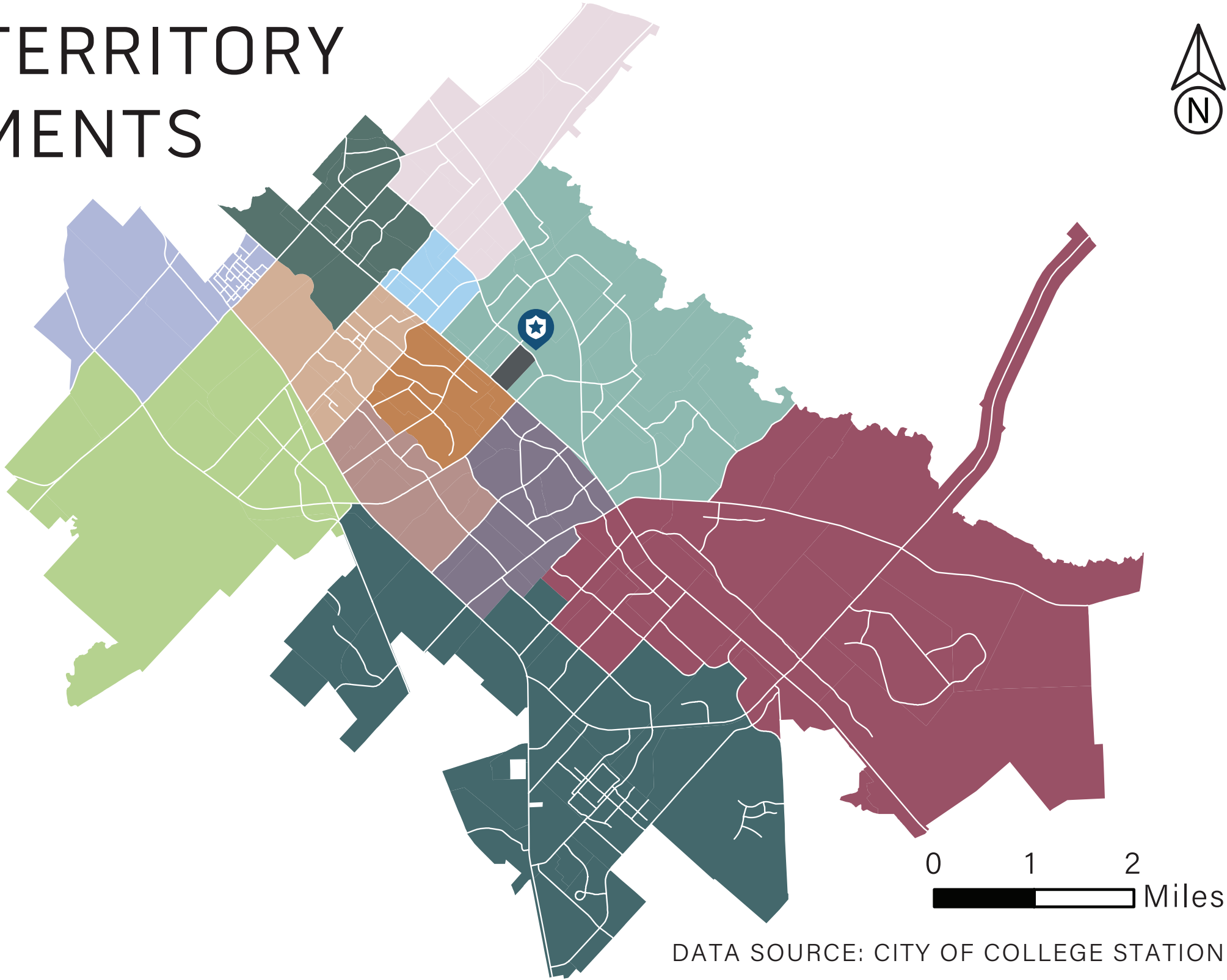


Figure 67: Police Beats Map; Source: City of College Station

CSPD officers are assigned to sectors and beats. The structure divides the City into three sectors. The sectors are further divided into beats with a total of twelve beats. Two Community Enhancement Unit (CEU) Officers are assigned to each sector. The CEU Officers have primary responsibility for the quality of life and crime issues affecting their assigned sectors. Patrol Officers are assigned to beats or sectors for the duration of each shift, with officers regularly being assigned to the same areas for familiarity.

Table 33: Major Offenses 2019-2023

| Offense            | Count |
|--------------------|-------|
| Murder             | 3     |
| Robbery            | 8     |
| Burglaries         | 643   |
| Vehicle Burglaries | 449   |
| Sexual Assault     | 84    |
| Theft of a Firearm | 105   |
| Aggressive Assault | 97    |

## TRAFFIC AND ACCIDENTS

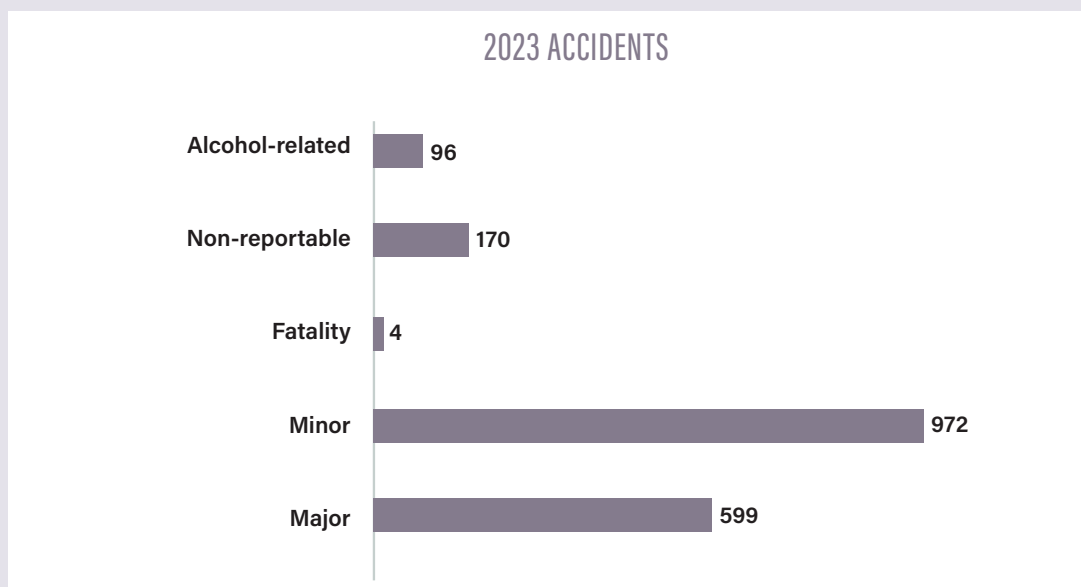


Figure 68: Traffic Accidents 2023; Source: City of College Station

## ARRESTS AND CITATIONS

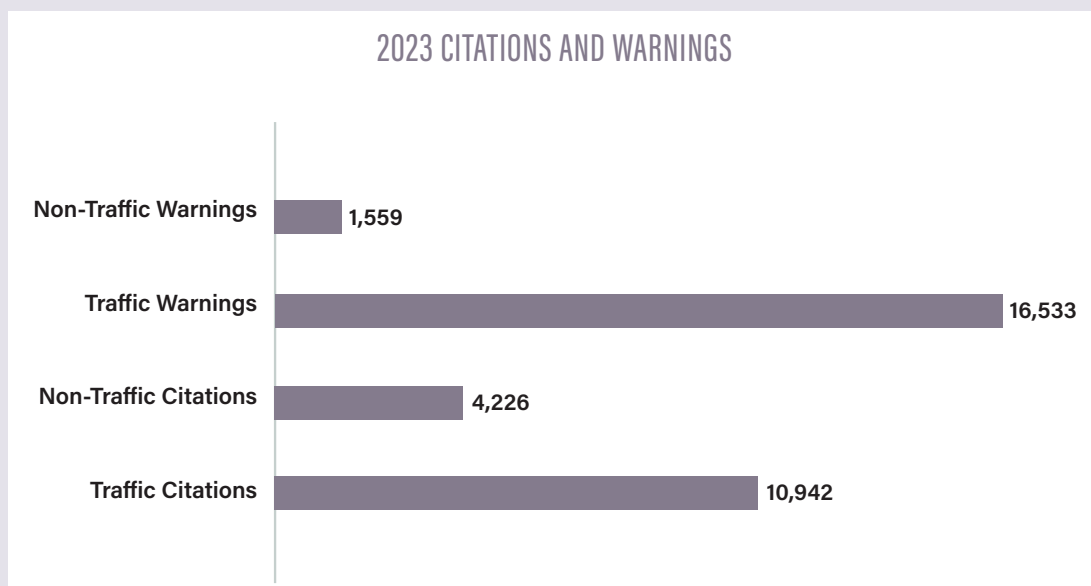


Figure 69: Citations and Warnings 2023; Source: City of College Station





## Fire

The College Station Fire Department (CSFD) provides prevention, suppression, advanced life support, emergency medical services and transport, community risk reduction programs, and special operations along with Advanced Life Support to the southern half of Brazos County and fire suppression to the Texas A&M campus. CSFD employed 166 professional staff. CSFD has one building facility (dispatch and administration) and six fire stations. CSFD staffs 5 fire engines, 2 platform ladder trucks, 1 quint, 4 ambulances, 1 water tender, 1 airport truck, 1 safety officer, and 3 battalion chiefs. Additionally, the department operates special teams that includes hazardous materials, wildland, swift water, bicycle response, medical task force, and search and rescue. A seventh fire station is currently in the development process.

CSFD is an accredited agency by the Commission on Fire Accreditation International (CFAI). CFAI determines accreditation by ensuring CSFD meets or exceeds the highest standards of performance and safety and requires reaccreditation every five years. Additionally, CSFD holds an Insurance Service Office (ISO) Class 1/8Y Public Protection Classification (PPC) rating. Effective April 1, 2019, an ISO Class 1 Rating places CSFD in the top-tier of agencies in the United States that provide fire protection. The enhanced rating validates that fire protection, water service, and communications are in the top-tier. The PPC score is a measure of the community's overall ability to reduce property losses due to fires. The scale of a PPC rating ranges from 1-10, with Class 1 being the highest rating. Finally, College Station has a premier collection of emergency response training facilities in its backyard: Brayton Fire Training Field, Disaster City®, and the Emergency Operations Training Center — all operated by the Texas A&M Engineering Extension Service (TEEX).

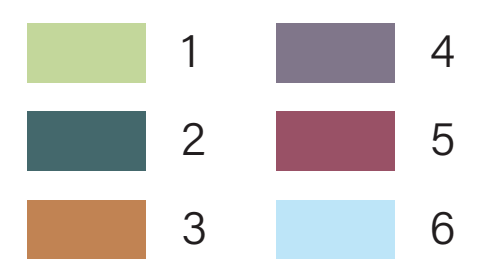
Emergency Medical Services (EMS) of the CSFD ensures that all department vehicles, including ambulances, fire engines, and ladder trucks have the capability to perform advanced-level medical care up to the Mobile Intensive Care Unit (MICU) level. The capabilities of these units include defibrillation, cardioversion, pacing, ECG and EKG interpretation, IV therapy, IO Access, medication administration, advanced airway management and intubation, chest decompression, and other advanced skills. CSFD EMS provides Medical Standby for community events.

Since the City's last fire station opened in 2012, the population has grown by 34%, and the call volume for emergency fire/EMS services has increased by 83%. The proposed \$18M fire station #7 will be strategically located to improve response times in the City's southern portion.

# FIRE DISTRICTS & STATIONS

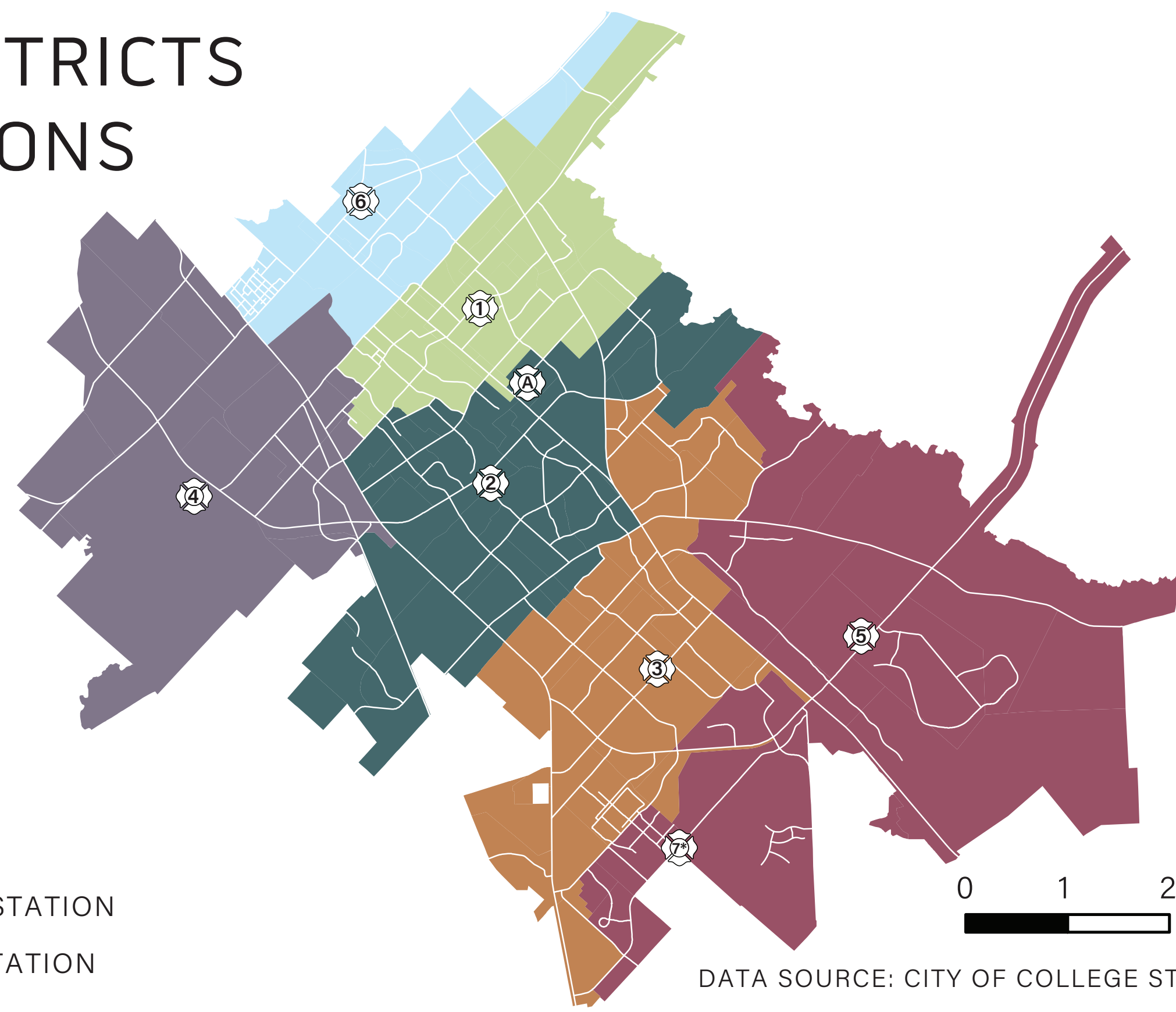


## FIRE DISTRICTS



## FIRE FACILITIES

-  FIRE ADMIN
-  EXISTING FIRE STATION
-  FUTURE FIRE STATION



DATA SOURCE: CITY OF COLLEGE STATION

Figure 70: Fire Districts and Stations; Source: City of College Station

## FIRE DEPARTMENT AND EMS ACTIVITY

The fire department's activities highlight a diverse set of responsibilities. In 2023, fire calls numbered 251, while public assistance/service calls (1,098) and false alarms (1,171) formed a substantial share of their workload, showcasing their broader community role. Specialized incidents like hazardous materials cases (355) and technical rescues (71) point to the complexity of modern fire service operations. The EMS breakdown shows 7,072 total calls attended to 8,561 patients, with significant emphasis on advanced life support (6,065 cases) and transports (5,576 cases).

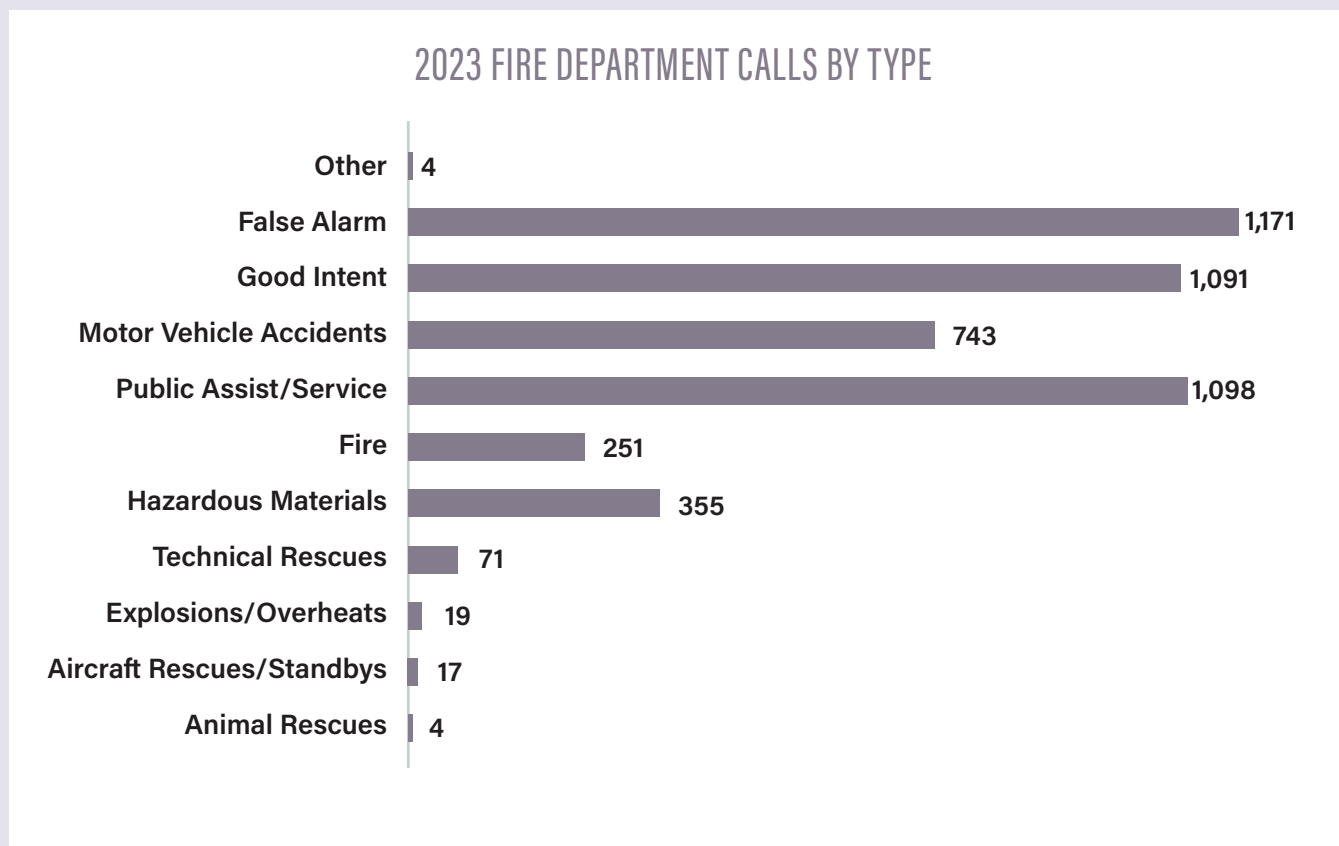


Figure 71: 2023 Fire Department Calls by Type; Source: City of College Station

## Public K-12 Education

College Station Independent School District (CSISD) has been a consolidated district since 1941, when the public school was moved from the Texas A&M University campus to facilities on Timber Street. The district encompasses approximately 102 square miles in the southern portion of Brazos County, and it is fully accredited by the Texas Education Agency. CSISD operates three high schools, three middle schools, three intermediate schools, and ten elementary schools across College Station. The school district has also constructed a 44-acre transportation facility off William D. Fitch Parkway.



# K-12 EDUCATION



- **ELEMENTARY SCHOOLS**
- 1

COLLEGE HILLS
- 2

CREEK VIEW
- 3

FOREST RIDGE
- 4

GREENS PRAIRIE
- 5

PEBBLE CREEK
- 6

RIVER BEND
- 7

ROCK PRAIRIE
- 8

SOUTH KNOLL
- 9

SOUTHWOOD VALLEY
- 10

SPRING CREEK
- **INTERMEDIATE SCHOOLS**
- 11

CYPRESS GROVE
- 12

OAKWOOD
- 13

PECAN TRAIL
- **MIDDLE SCHOOLS**
- 14

A&M CONSOLIDATED
- 15

COLLEGE STATION
- 16

WELLBORN
- **HIGH SCHOOLS**
- 17

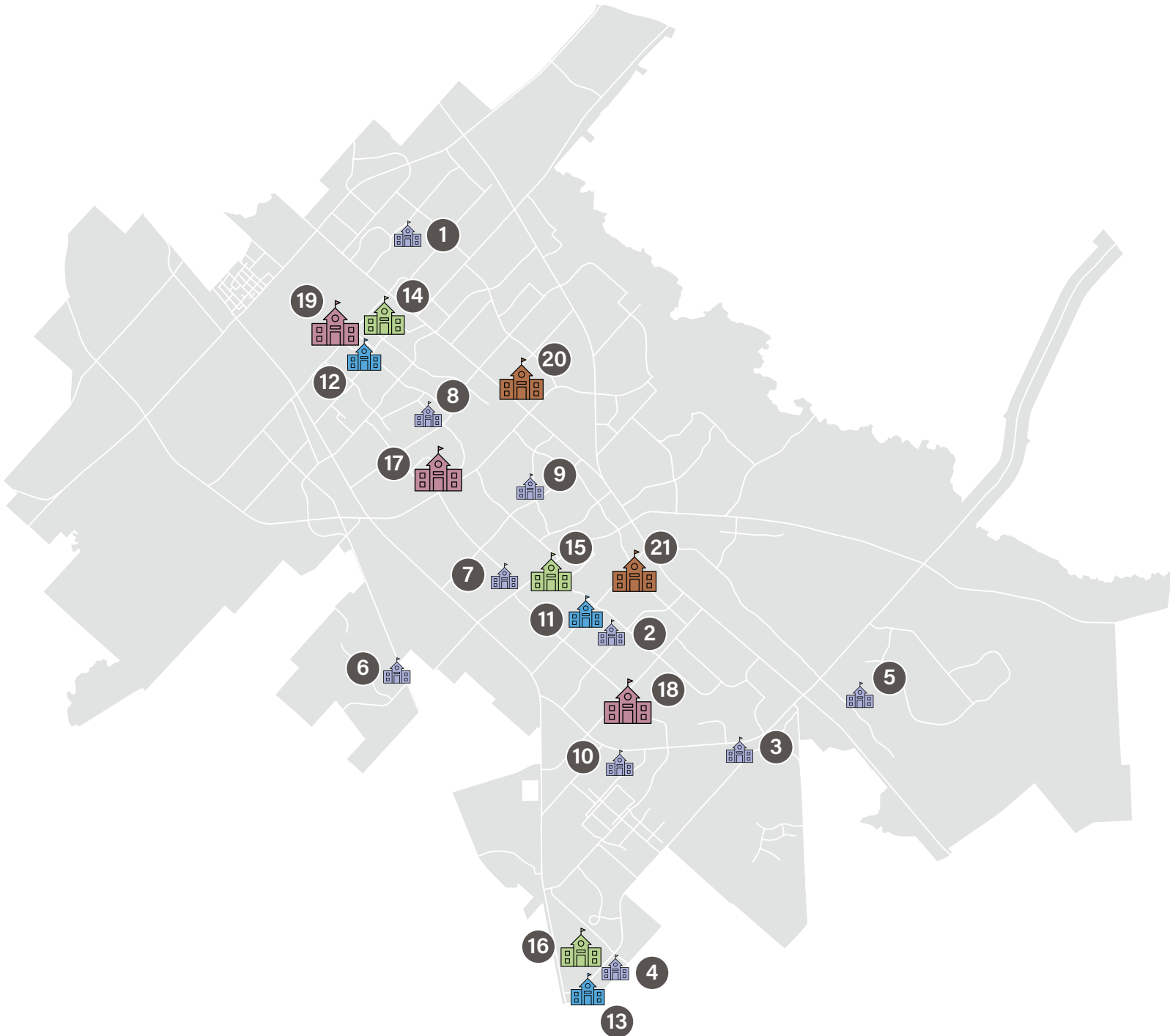
A&M CONSOLIDATED
- 18

COLLEGE STATION
- 19

COLLEGE VIEW
- **CHARTER SCHOOLS**
- 20

INTERNATIONAL LEADERSHIP OF TEXAS HIGH SCHOOL
- 21

INTERNATIONAL LEADERSHIP OF TEXAS K-8 SCHOOL



0 1 2 Miles  
SOURCE: CITY OF COLLEGE STATION

Figure 72: CSISD Facilities; Source: City of College Station

The data for the CSISD highlights growth in educational outcomes and resource allocation. For the 2023-2024 school year, the district served 14,430 students across its elementary, intermediate, middle, and high schools, with high schools seeing the largest enrollment at 4,423 students. 31% of enrolled students were in high school, 15% in middle school, 14% in intermediate, and 40% in elementary. Graduation rates have consistently increased over the years, climbing from 91.9% in 2014 to 95.1% in 2022.

College Station's first public charter school, International Leadership of Texas, has been open since the 2018-2019 school year. Two other school districts serve a small proportion of students in College Station and its extraterritorial jurisdiction (ETJ). Generally, Bryan ISD serves College Station residents east of Carter Creek and on the west side of Easterwood Airport. Navasota ISD serves the southernmost portion of College Station's ETJ, just south of Peach Creek.

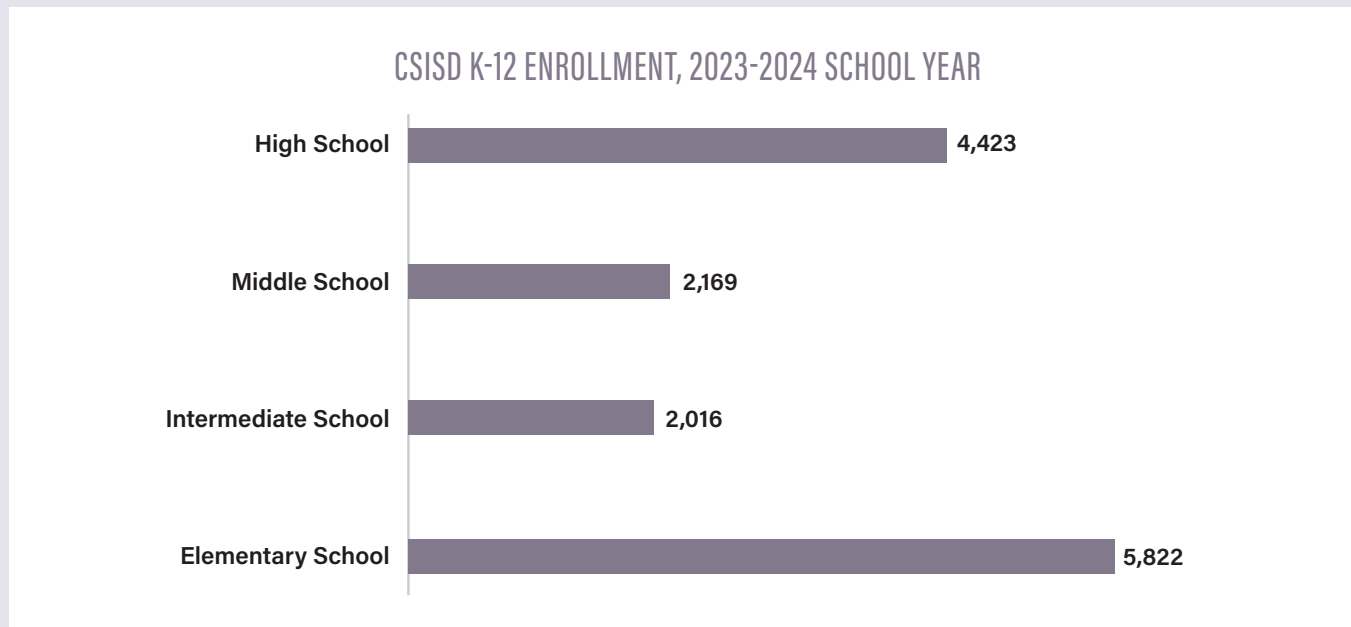


Figure 73: 2023-2024 K-12 Enrollment; Source: College Station Independent School District

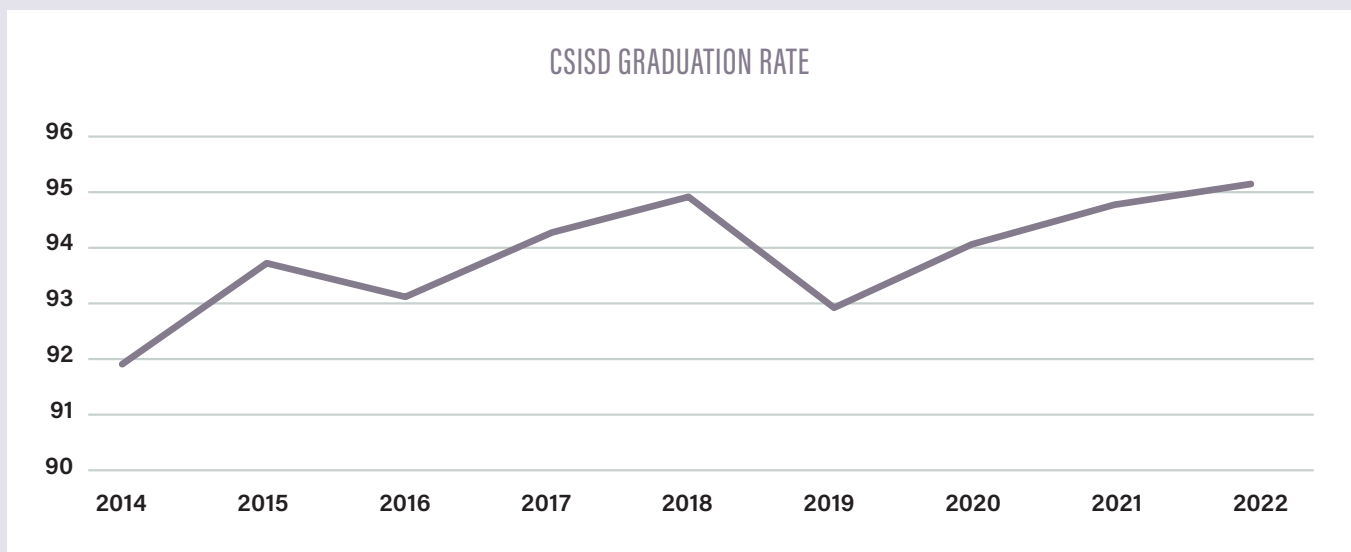


Figure 74: CSISD Graduate Rate 2014-2022; Source: College Station Independent School District



# TRANSPORTATION

The average travel time to work in College Station is 18.8 minutes (ACS 2023), which is less than the average travel time to work in Texas (27.2 minutes). Most residents' means of transportation to work is to drive alone (74.8%), while 6.3% carpool, 3.5% use public transit, 4% walk, 2.3% travel by bicycle, and 8% work remotely.

The availability of vehicles among residents also highlights the area's demographic characteristics. About 5.5% of occupied housing units have no vehicles available, while 37.2% of units have one vehicle, and 38.1% have two vehicles.

## *Thoroughfares*

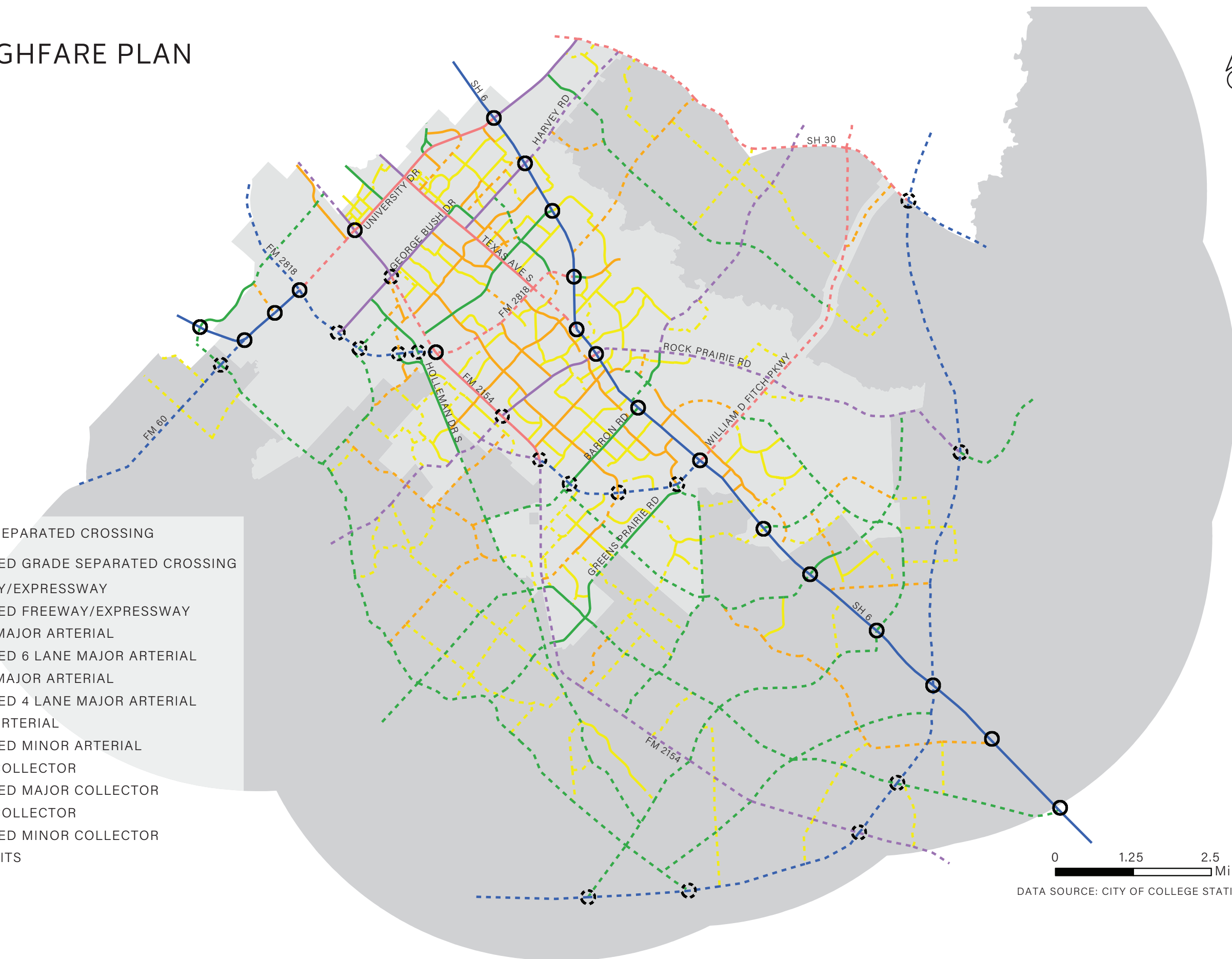
College Station's economic vitality, character, and identity rely on a well-connected transportation system. The City's thoroughfare network applies context-sensitive design principles to address multi-modal transportation needs while aligning with land use and character objectives.

The Thoroughfare Plan, part of the Comprehensive Plan (Chapter 6: Mobility), outlines a long-term vision for the major street network required to support future mobility demands. It serves as a guide for future transportation investments and classifies roadways based on their function, including access to adjacent land uses, mobility for through traffic, and surrounding context. The plan identifies the locations of planned and existing roadways classified as minor collectors or higher within College Station and its ETJ (extraterritorial jurisdiction).

# THOROUGHFARE PLAN



-  GRADE SEPARATED CROSSING
-  PROPOSED GRADE SEPARATED CROSSING
-  FREEWAY/EXPRESSWAY
-  PROPOSED FREEWAY/EXPRESSWAY
-  6 LANE MAJOR ARTERIAL
-  PROPOSED 6 LANE MAJOR ARTERIAL
-  4 LANE MAJOR ARTERIAL
-  PROPOSED 4 LANE MAJOR ARTERIAL
-  MINOR ARTERIAL
-  PROPOSED MINOR ARTERIAL
-  MAJOR COLLECTOR
-  PROPOSED MAJOR COLLECTOR
-  MINOR COLLECTOR
-  PROPOSED MINOR COLLECTOR
-  CITY LIMITS
-  ETJ



0 1.25 2.5 Miles  
DATA SOURCE: CITY OF COLLEGE STATION

Figure 75: Thoroughfare Plan Map; Source: City of College Station

# FUTURE THOROUGHFARES & EXPANSIONS

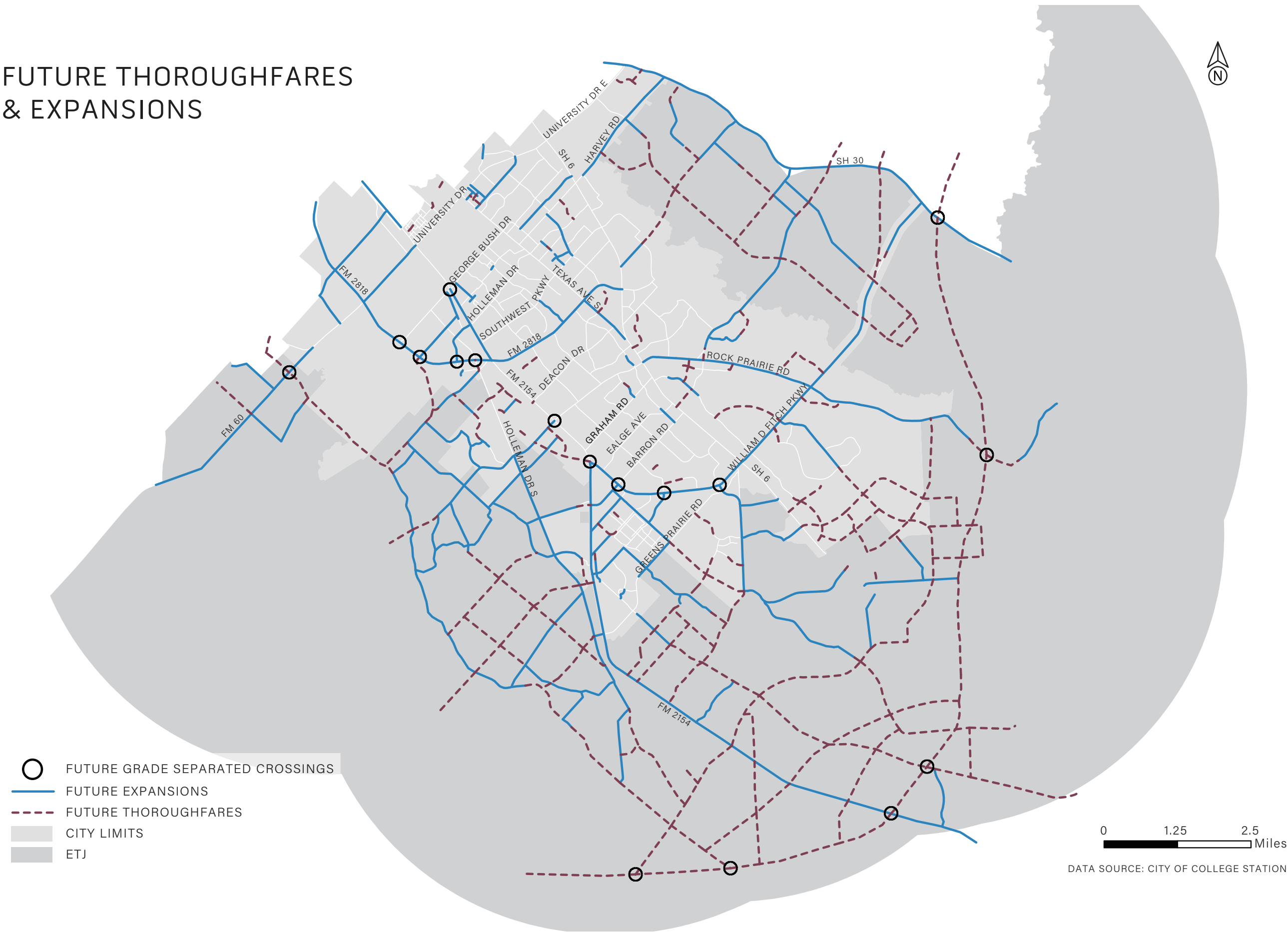


Figure 76: Thoroughfare Expansions and Improvements Map; Source: City of College Station



The Future Thoroughfare and Expansions Map outlines future thoroughfare plans and expansions within the City of College Station. Future road expansions aim to improve connectivity, particularly in areas currently underserved by major roads. Proposed grade separated crossings are strategically placed to reduce congestion and improve safety at major intersections or railroad crossings. The planned infrastructure also aims to accommodate growth outside the existing municipal boundaries. The Plan highlights a concentration of thoroughfare development along major routes such as Rock Prairie Road and FM 2154. The future thoroughfares are designed to enhance regional connectivity, linking College Station with neighboring areas, particularly along SH 30 and other routes heading outward.



## PARKING

Off-street parking requirements are detailed in the Unified Development Ordinance (UDO) under Article 5 ("District Purpose Statements and Supplemental Standards,") and Article 7 ("General Development Standards,"). On August 10, 2023, the City of College Station adopted Ordinance #2023-4454, which updated the off-street parking requirements as follows:

1. established off-street parking maximums for commercial parking;
2. reduced the minimum off-street parking required for commercial parking in half; and
3. removed minimum requirement for off-street parking for commercial developments that are in Redevelopment areas.

On-street parking is generally permitted in both residential and non-residential areas if streets meet specific standards to ensure emergency access (UDO Section 8.3.V). Specifically, streets wider than 27 feet allow parking on both sides, streets 24 to 27 feet wide permit parking on one side, and streets narrower than 24 feet have parking removed on both sides. In the Northgate District, 104 marked ParkMobile spaces are available on Nagle, Stasney, Tauber, Lodge, and Cross streets.

## TRAFFIC

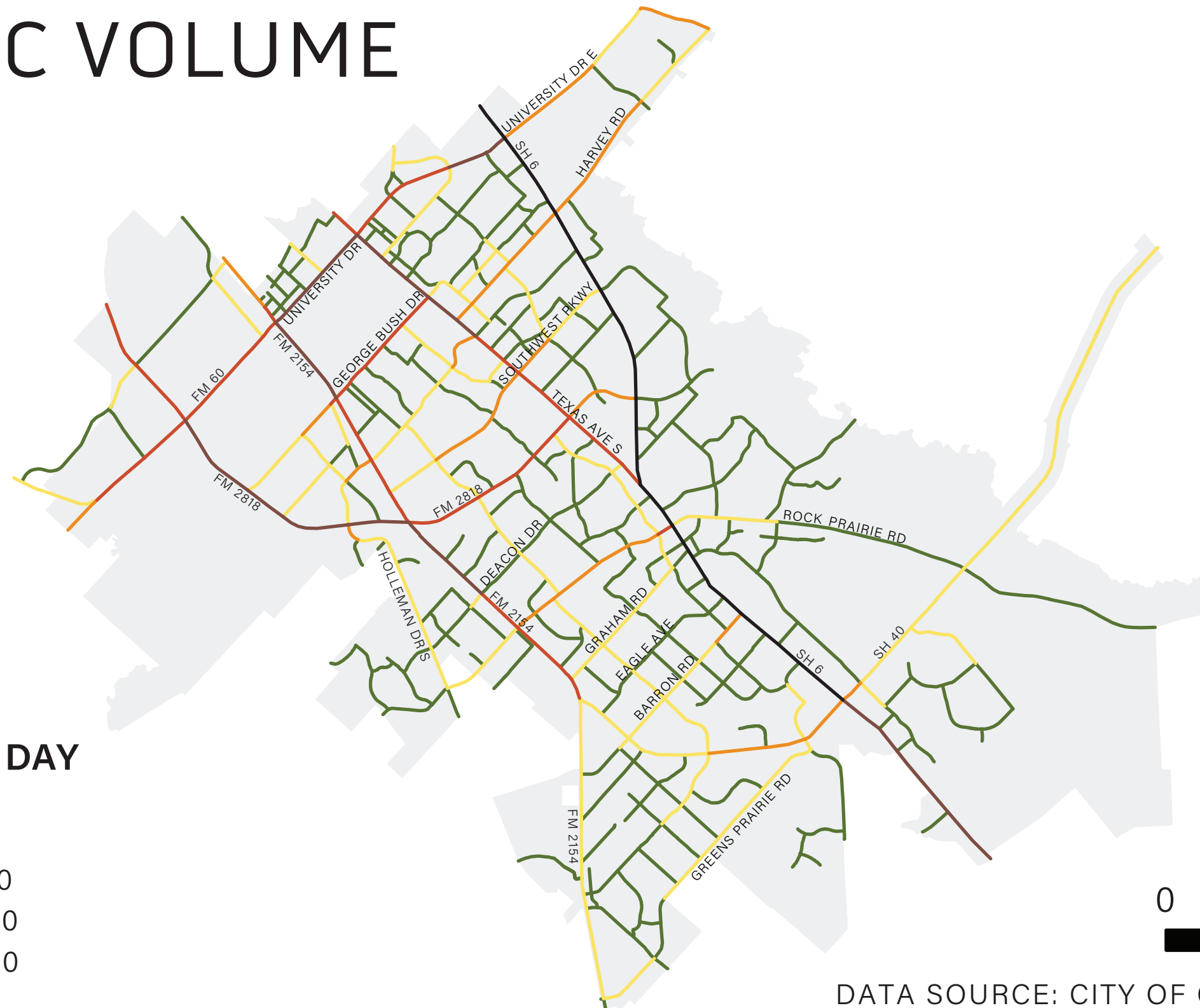
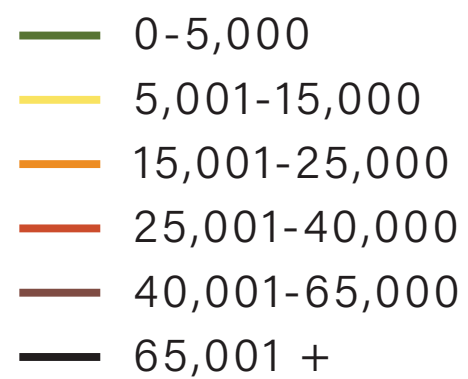
The Average Annual Daily Traffic (AADT) is a critical metric to understand traffic flow dynamics. The data analyzed are from 2023. Stations on Highway 6 show consistent increases in AADT over the years. These stations report recent values exceeding 70,000 vehicles per day, highlighting the corridor's significance as a major arterial route. Some routes, such as Harvey Mitchell Parkway, show significant year-to-year variation, reflecting potential external influences such as the academic calendar of Texas A&M University. Some roads, particularly minor or regional routes, show declining traffic or stagnation.



# 2023 ESTIMATED DAILY TRAFFIC VOLUME



## NUMBER OF VEHICLES PER DAY



DATA SOURCE: CITY OF COLLEGE STATION

Figure 77: Estimated Daily Traffic Volume Map; Source: Texas Department of Transportation

## HIGHWAYS

Traffic stations on Highway 6 consistently report the highest AADT values, with volumes exceeding 60,000 to 70,000 vehicles daily. This reflects its importance as a major thoroughfare for long-distance and regional travel. Traffic fluctuations between years may indicate periodic maintenance or alternate routing during construction.

## MAJOR ROADS

Traffic along Harvey Mitchell Parkway (FM 2818) varies. AADT values range from 20,000 to 40,000 depending on the segment. Major arterial roadways like Texas Avenue, University Drive, and Harvey Mitchell Parkway highlight higher traffic volumes in proximity to city centers and intersections. Moderate but steady traffic is reported along University Drive (FM 60), with stations reporting AADT around 30,000.

## COLLECTOR ROADS

Traffic levels are significantly lower on collector roads. These roads typically range from 1,000 to 10,000 AADT depending on the segment. Examples include Longmire (3,936 AADT) and Lincoln (5,255 AADT).

## GEOSPATIAL TRAFFIC PATTERNS

Traffic patterns can be spatially analyzed, and three primary themes emerge: urban core traffic, periphery roads traffic, and directional variations in traffic (Figure 82). Stations near the city's core report the highest AADT values. This aligns with the density of development and associated economic activities. As distance from the City increases, traffic volumes decrease. Finally, northbound and southbound lanes sometimes show differing AADT, indicating directional traffic surges likely driven by commuting patterns.





## Crashes

Analyzing crash patterns can help us identify crash locations, severity, road types, and intersections with the highest crash occurrences.

### CRASH LOCATIONS

The distribution of crashes by location from 2019 to 2023 reveals several trends (Figure 78). Non-Intersection Areas account for the highest number of crashes, nearing 10,000 incidents in the five-year period. Intersections follow as the second most common crash location, highlighting the need for enhanced traffic management at these points. Intersection-Related Crashes (occurring near intersections) also contribute significantly, suggesting challenges in areas transitioning into or out of intersections. Driveway Access Points have the fewest crashes, but they still represent a noteworthy safety concern for vehicles entering or exiting properties.

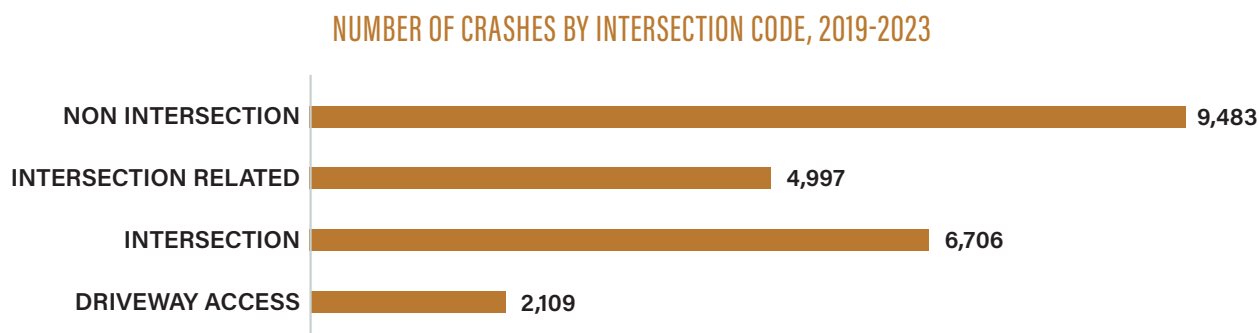


Figure 78: Crashes by Intersection Code, 2019-2023; Source: City of College Station

### CRASH SEVERITY

The most common category for crash severity is the "Not Injured" category, with over 11,000 cases between 2019 and 2023. In this time frame, 96% crashes in the City are categorized as minor crashes, including crashes that had suspected minor injuries, possible injuries, or no injuries. Suspected Minor Injuries are the second most common outcome, followed by Possible Injuries. Fatalities and Serious Injuries are relatively rare. 2.86% of crashes in College Station were categorized as major crashes. Major crashes include those that have fatalities or suspected serious injuries.

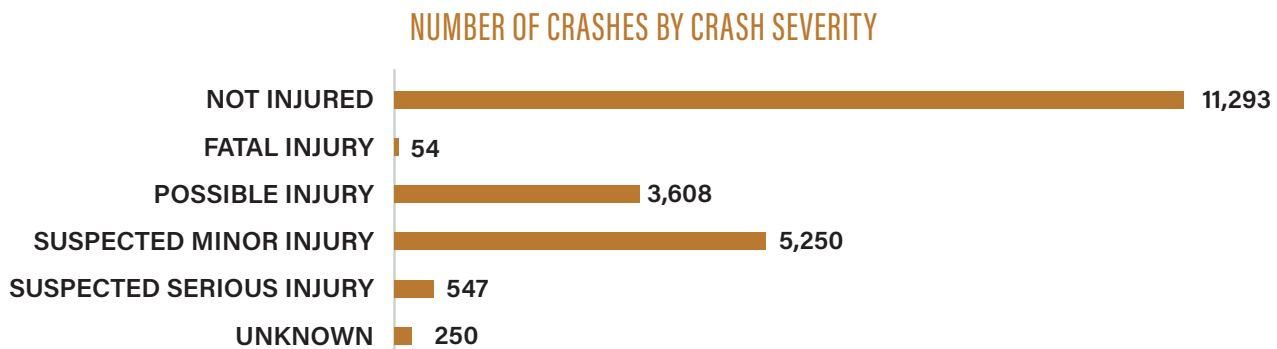


Figure 79: Crashes by Severity; Source: Texas Department of Transportation

TOP 10 INTERSECTIONS

The intersections with the highest crash frequencies include Texas Avenue and Poplar Street, Wellborn Road and George Bush Road, and Holleman Dr South and Harvey Mitchell Parkway South. Texas Avenue S and Poplar Street ranks as the most crash-prone intersection, which is heavily influenced by the number of crashes at intersections directly North and South of the intersection (e.g., Texas and University and Texas and Live Oak intersections, respectively). In response to the high number of crashes at that intersection, the median opening at Texas Avenue and Live Oak Street was closed in 2024 and crashes have since decreased in this area and are expected to continue this decline in crashes in the future. Wellborn Road and George Bush Road and other intersections along major thoroughfares like Texas Avenue and Earl Rudder Freeway feature prominently in the top 10.

CRASH DATA

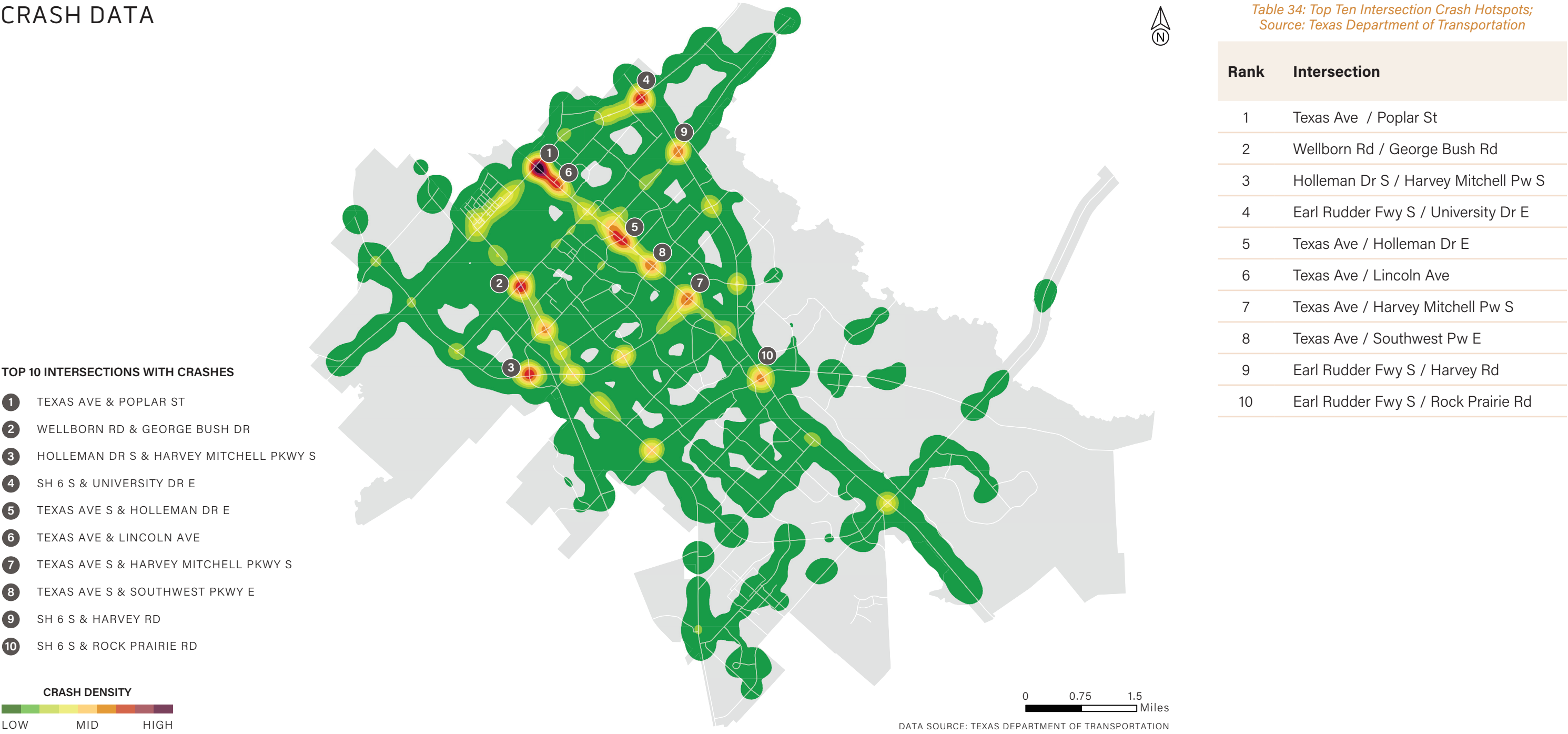


Figure 80: Intersection Crash Hotspots Map



## *Bicycle and Pedestrian Mobility*

The City's Bicycle and Pedestrian Program aims to improve connectivity and accessibility, enhance safety, promote outdoor activity, and encourage environmental stewardship. Currently, the city maintains 57.7 miles of bike lanes, 21.2 miles of bike routes, 387.7 miles of sidewalks, and 40.6 miles of multiuse paths.

### **BICYCLE PLAN**

The City contains a network of existing bicycle lanes concentrated in urbanized areas and major corridors. This indicates current efforts to facilitate bicycle commuting within the city core. Existing shared-use paths complement bicycle lanes, offering additional off-road options for cyclists and connecting recreational spaces or less urbanized areas.



# BICYCLE PLAN

- EXISTING GRADE SEPARATED CROSSINGS
- FUNDED GRADE SEPARATED CROSSINGS
- PROPOSED GRADE SEPARATED CROSSINGS
- EXISTING BICYCLE LANES
- FUNDED BICYCLE FACILITIES\*
- PROPOSED BICYCLE FACILITIES\*
- EXISTING BICYCLE ROUTES
- PROPOSED BICYCLE ROUTES
- EXISTING SHARED USE PATHS
- FUNDED SHARED USE PATHS
- PROPOSED SHARED USE PATHS
- CITY LIMITS
- ETJ

\*Bicycle facilities could be bicycle lanes, buffered bicycle lanes, or separated bicycle lanes.

0 1 2 Miles  
DATA SOURCE: CITY OF COLLEGE STATION

Figure 81: Bicycle Plan Map; Source: Planning and Development Services



The large network of proposed bicycle facilities (dashed red) and proposed bicycle routes indicates significant future investment to fill gaps in the current infrastructure. The proposed infrastructure focuses on extending connectivity into peripheral areas, including the ETJ.

Table 35: Bike Plan Category by Total Miles; Source: City of College Station

| Bike Category           | Miles |
|-------------------------|-------|
| Bike Facility Proposed  | 87.42 |
| Bike Lane Existing      | 56.55 |
| Bike Lane Funded        | 4.54  |
| Bike Route Existing     | 21.17 |
| Bike Route Proposed     | 70.41 |
| Multi-use Path Existing | 41.21 |
| Multi-use Path Funded   | 14.65 |
| Multi-use Path Proposed | 82.85 |

The combination of shared-use paths and dedicated bicycle facilities reflects a multi-modal approach, supporting both pedestrian and bicycle traffic. In 2020, the City was designated a bronze level “Bicycle Friendly Community” by the League of American Bicyclists. In 2024, the City received the recognition again, as well as the silver level “Bicycle Friendly Business” designation for the new City Hall constructed in 2021.



PEDESTRIAN PLAN

A robust network of existing sidewalks is already in place, particularly in the city center and key corridors. Existing shared-use paths are primarily located along major routes or connecting recreational and urban spaces, supporting both pedestrians and cyclists. A smaller number of existing grade-separated crossings indicate limited infrastructure for safe pedestrian crossings over high-traffic or natural barriers. Proposed grade-separated crossings at critical points signal efforts to improve pedestrian safety where traffic or topographic barriers exist.

PEDESTRIAN PLAN

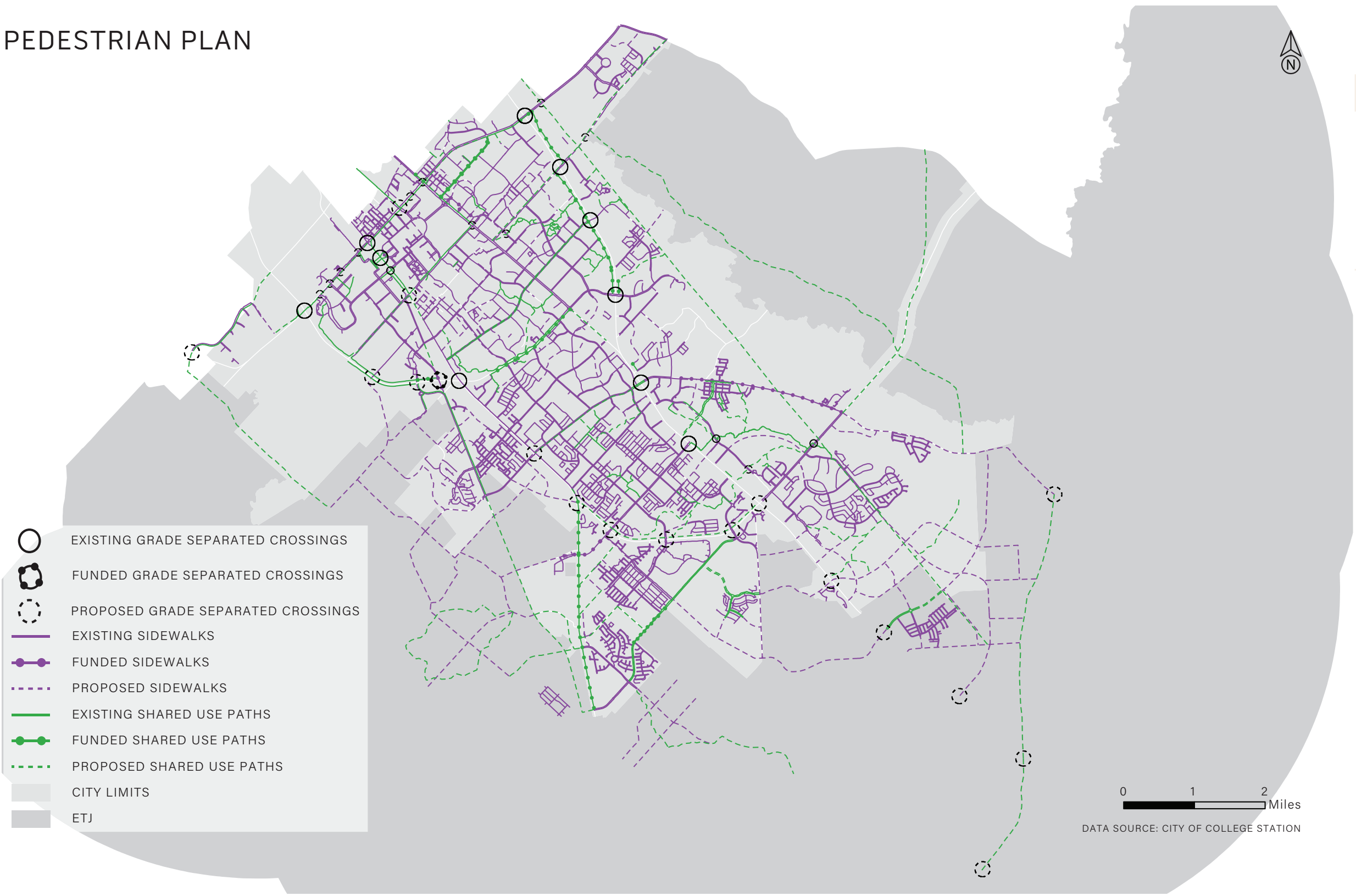


Table 36: Pedestrian Plan Category by Total Miles; Source: City of College Station

| Pedestrian Category     | Miles  |
|-------------------------|--------|
| Multi-use Path Existing | 40.75  |
| Multi-use Path Funded   | 11.63  |
| Multi-use Path Proposed | 82.72  |
| Sidewalk Existing       | 388.14 |
| Sidewalk Funded         | 4.02   |
| Sidewalk Proposed       | 86.59  |

Figure 82: Pedestrian Plan Map; Source: City of College Station

## Bus Transit

### BRAZOS TRANSIT DISTRICT

The Brazos Transit District (BTD) is a public transportation provider providing services to the seven counties of the Brazos Valley. The BTD operates Fixed Routes, ADA Paratransit Service, and Demand and Response transit options. BTD operates nine routes within the City of College Station (Brazos Transit District, 2024).

The ridership fluctuated in FY 2021, with total ridership at 1.5 million trips. Ridership increased substantially in FY 2023, increasing to 5.88 million trips. There were notable declines in winter months and early summer, with peaks in the late summer, likely due to seasonal variations such as student activity and the university.

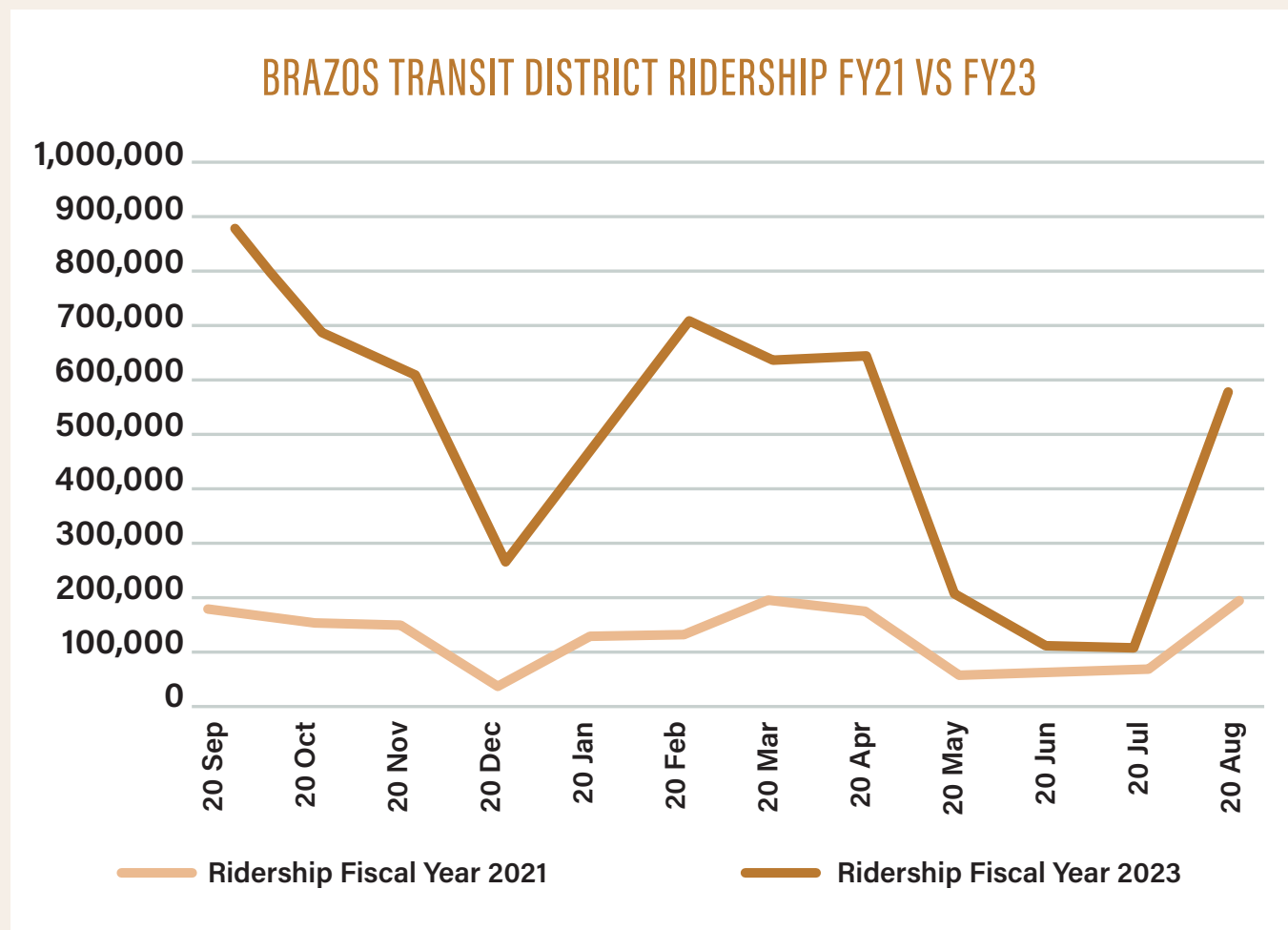


Figure 83: Brazos Transit District Ridership FY21 vs FY23; Source: Texas Department of Transportation

## Texas A&M Transportation

Texas A&M University's transit program, AggieSpirit Transit, operates a fleet of 92 full-size buses and 4 smaller buses. Of these, 70 buses are used for daily routes, while the remainder are designated for charters. The buses accommodate approximately 35–40 passengers each, depending on the design and layout.

The transit system supports an estimated annual ridership of over 6.4 million. Daily ridership averages 18,000 on-campus passengers and 30,000 off-campus passengers across seven on-campus and twelve off-campus routes.

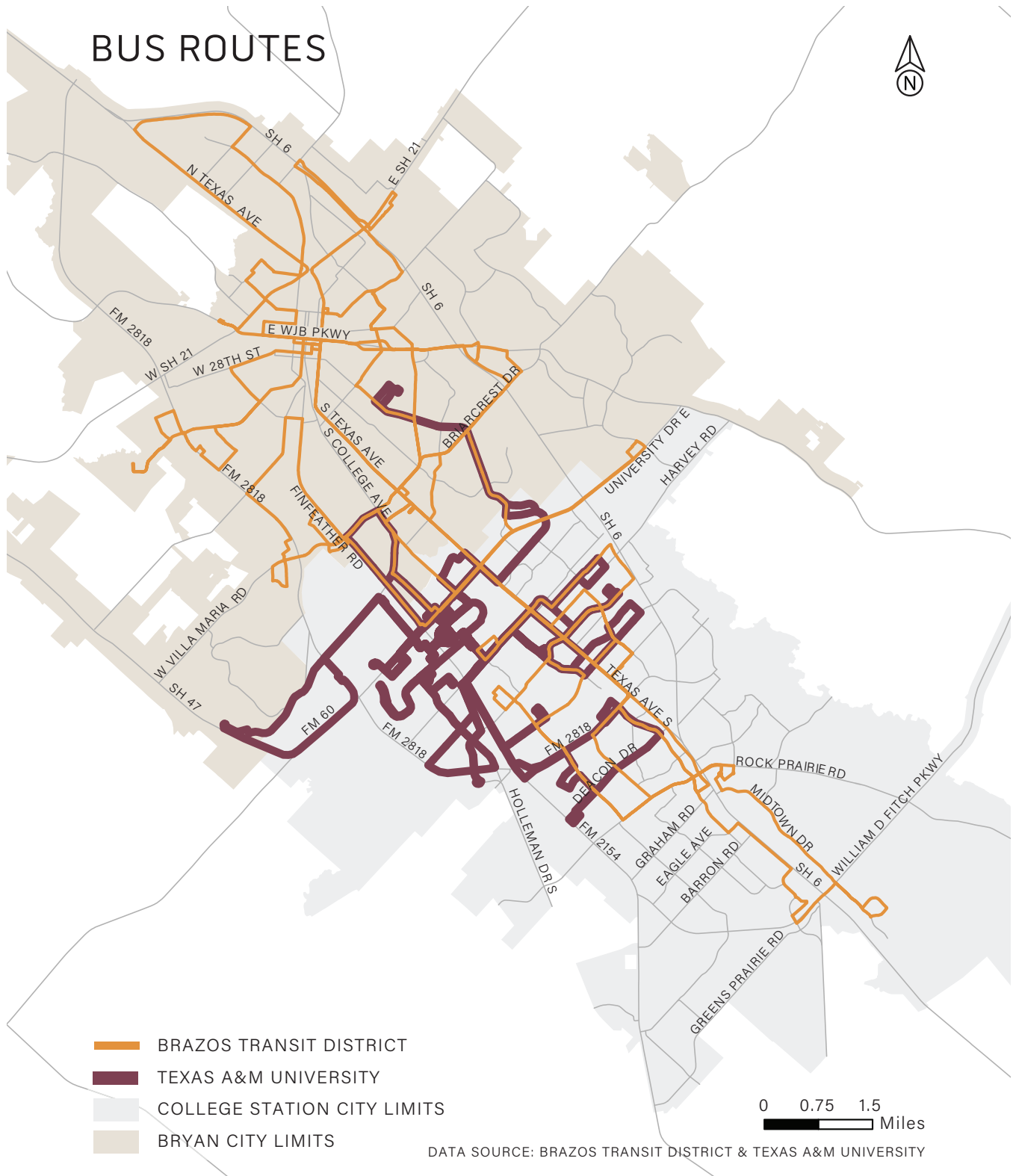


Figure 84: Brazos Transit and Aggie Spirit Bus Routes; Source: City of College Station



Railroad

Union Pacific operates the rail line paralleling Wellborn Road. College Station has seven at-grade railroad crossings and two grade-separated crossings. Plans include the addition of three more grade-separated crossings, replacing two existing at-grade crossings.

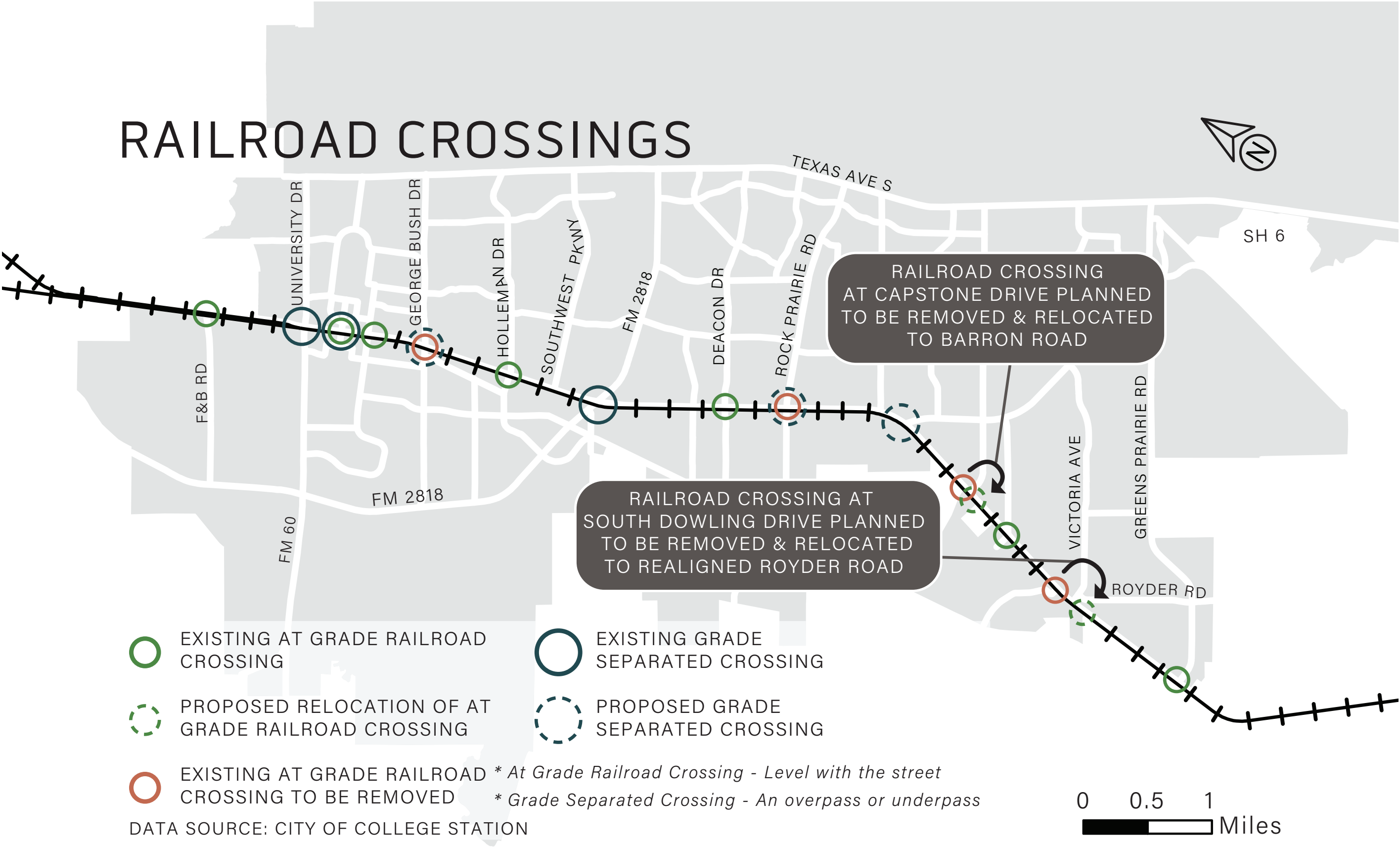


Figure 85: Railroad Crossings Map; Source: City of College Station



## *Air Travel*

Easterwood Airport is a non-hub regional airport and is currently owned and operated by the Texas A&M University System. The 700-acre airport is located on the west side of the University, in northwest College Station. Its elevation is 320.6 feet and there are two runways in operation. The William A. McKenzie Terminal provides commuter flights to the cities of Dallas and Houston. Easterwood supplies fuel and flight planning for Life Flights and Military Medi-vac flights. In 2022, United Airlines discontinued flights out of Easterwood Airport to George Bush International Airport. Additionally, the extension of FM 249 and its toll facility has improved travel access to Houston airports.

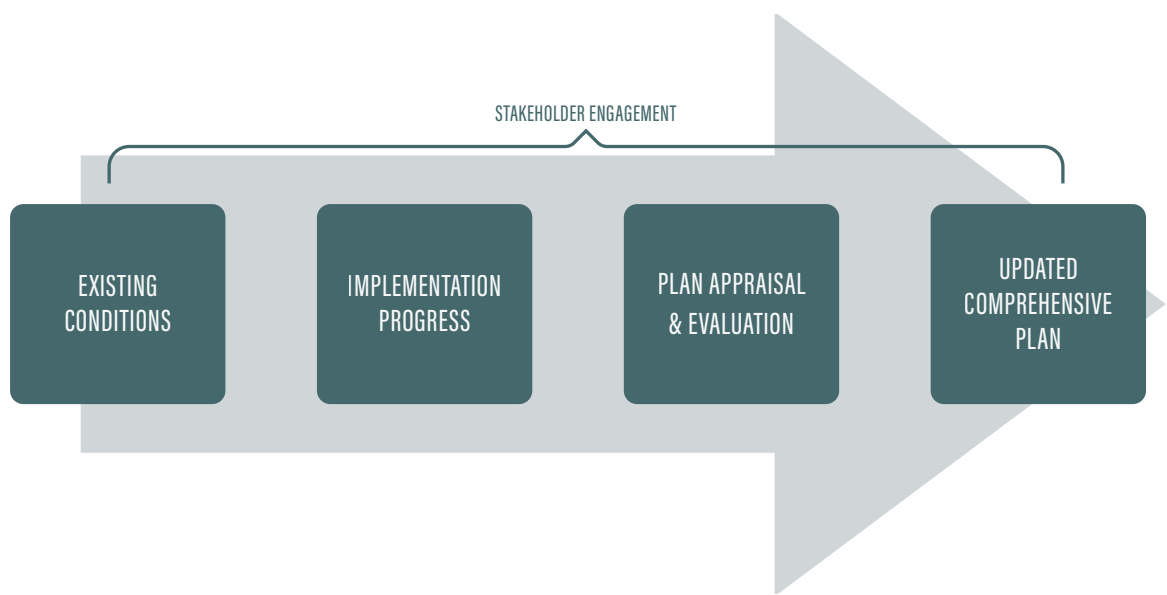






# NEXT STEPS

The Existing Conditions Report serves as the foundation for the 5-year comprehensive plan update process, providing critical insights into current trends and future needs. The information outlined in this report will shape the development of the updated Comprehensive Plan and guide its implementation, monitoring, and evaluation. This iterative approach ensures the plan remains adaptable and responsive to the community's evolving needs and priorities. Next steps will focus on collaboration and engagement with key stakeholders, including residents, local businesses, and city officials, to ensure the updated plan reflects shared goals and values. The evaluation and appraisal of the plan will be overseen by an appointed Comprehensive Plan Evaluation Committee, which will provide recommendations to inform the update process.





## *ACKNOWLEDGEMENTS*

### PROJECT TEAM

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Caroline Ask, **Division Manager - Solid Waste, Public Works**

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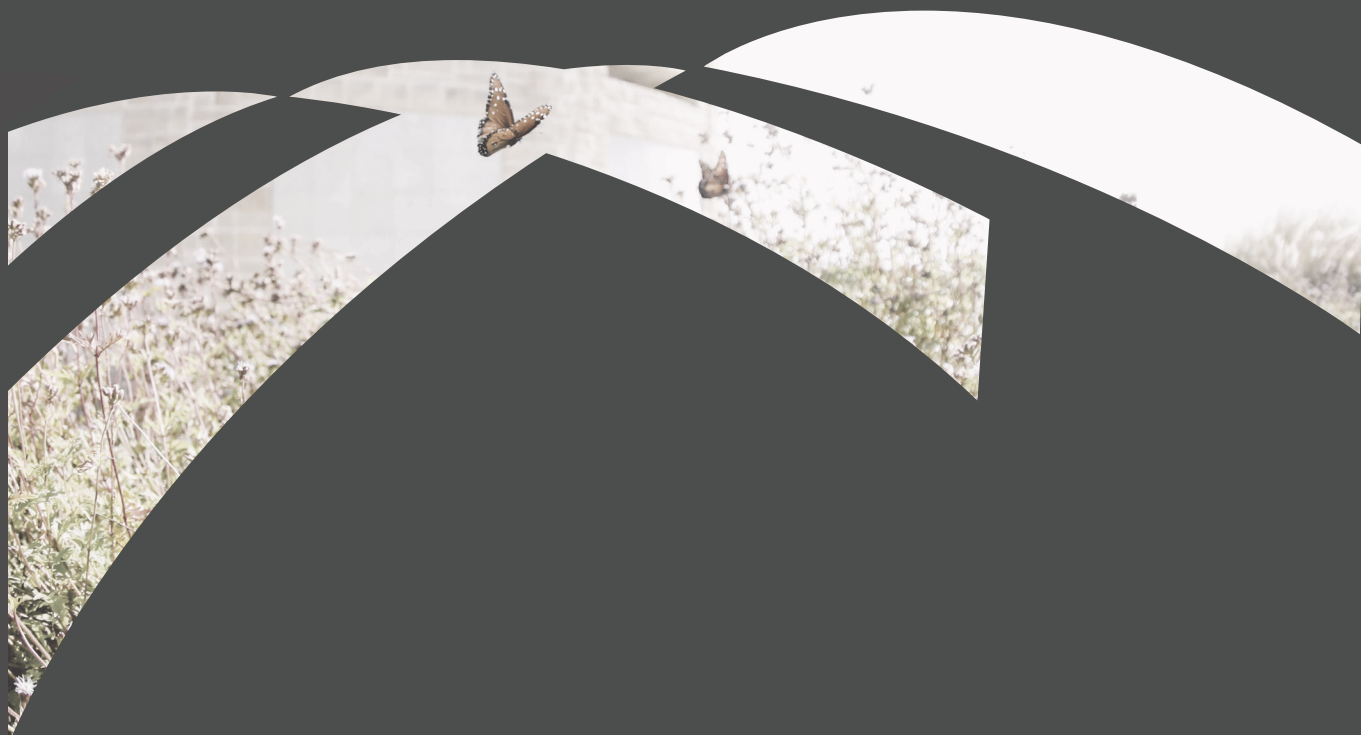
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**April 10, 2025**  
**Item No. 8.4.**

**Sponsor:** Anthony Armstrong, Director of Planning and Development

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding single-family architectural standards.

**Relationship to Strategic Goals:**

- Neighborhood Integrity

**Recommendation(s):**

**Summary:** This item was requested by Council as a future agenda item.

**Budget & Financial Summary:**

**Attachments:**

None



**April 10, 2025**  
**Item No. 8.5.**  
**Southgate Village gas outages update**

**Sponsor:** Anthony Armstrong, Director of Planning and Development

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding an update on the gas outages at Southgate Village Apartments.

**Relationship to Strategic Goals:**

- Good Governance
- Core Services and Infrastructure

**Recommendation(s):**

**Summary:** This item was requested by Council as a future agenda item.

**Budget & Financial Summary:**

**Attachments:**

None

**April 10, 2025**

**Item No. 9.1.**

**Residential Recycling Collection Franchise Agreement and General Services Agreement (First Reading)**

**Sponsor:** Emily Fisher, Director of Public Works

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding the first reading of an ordinance approving a five (5) year residential recycling collection franchise agreement and general service agreement in the amount of \$7,870,060.50 with Brannon Industrial Group, LLC, DBA BVR Waste and Recycling.

**Relationship to Strategic Goals:**

1. Core Services and Infrastructure
2. Sustainable City

**Recommendation(s):** Staff recommends approval of the franchise agreement and general service agreement.

**Summary:** This item is to approve a five (5) year residential recycling collection franchise agreement and general service agreement. The proposed agreement would allow Brazos Valley Recycling to continue collecting recyclables from single-family dwellings and City facilities within the City of College Station.

On December 11, 2024, only one (1) proposal was received and opened for RFP # 25-021. Brannon Industrial Group, LLC, DBA BVR Waste and Recycling submitted the proposal highlighting their history of doing business with the city as well as showing that single stream recycling is effective and sustainable, with a monthly rate per household of (\$4.80). The price includes delivery, storage of inventory, bi-weekly collections, contamination disposal, and maintenance of containers.

The total contract amount is an estimate calculated using the current number of residential households served (25,994) and a 2.5% annual increase over the term of the contract (5 years).

**Budget & Financial Summary:** Budgeted funds for residential recycling are included in the Solid Waste Fund. The franchise agreement and general service agreement will be effective on October 1, 2025.

**Attachments:**

1. BVR Recycling Franchise and General Service Agreement (Vendor Signed)
2. RFP NO. 25-021 - Brannon Industrial Group



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## CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300352 PROJECT#: N/A BID/RFP/RFQ#: 25-021

Project Name / Contract Description: Recyclable Collection Franchise Agreement

Name of Contractor: Brannon Industrial Group dba BVR Waste and Recycling

CONTRACT TOTAL VALUE: \$ 7,870,060.50

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)

Two City Council readings required for this Franchise Agreement; scheduled for April 10th 2025 & April 24th, 2025.

Vendor chosen from response on RFP 25-021.

This is for a five year agreement with an annual 2.5 percent increase per year beginning after the first year.

CRC Approval Date\*: N/A (If required)\* Council Approval Date\*: 4/10&4/24/25 Agenda Item No\*: TBD

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

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

### SIGNATURES RECOMMENDING APPROVAL

Emily Fisher  
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

3/26/2025  
DATE

\_\_\_\_\_  
LEGAL DEPARTMENT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ASST CITY MGR – CFO

\_\_\_\_\_  
DATE

### APPROVED & EXECUTED

\_\_\_\_\_  
CITY MANAGER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
MAYOR (if applicable)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY SECRETARY (if applicable)

\_\_\_\_\_  
DATE

\_\_\_ Original(s) sent to CSO on \_\_\_

Scanned into Laserfiche on \_\_\_

\_\_\_ Original(s) sent to Fiscal on \_\_\_

ORDINANCE NO. \_\_\_\_\_

**SINGLE STREAM RECYCLING COLLECTION FRANCHISE AGREEMENT &  
GENERAL SERVICE AGREEMENT**

**AN ORDINANCE GRANTING CONTRACTOR, BRANNON INDUSTRIAL GROUP, LLC, DBA BVR WASTE AND RECYCLING, ITS SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE FOR THE PRIVILEGE AND USE OF PUBLIC STREETS, ALLEYS, AND PUBLIC RIGHTS OF WAY WITHIN THE CORPORATE LIMITS OF THE CITY OF COLLEGE STATION (“CITY”) FOR THE PURPOSE OF PROVIDING COLLECTION OF RECYCLABLE MATERIALS FROM DESIGNATED CITY FACILITIES, CITY BUILDINGS, AND SINGLE FAMILY RESIDENTIAL HOMES; PRESCRIBING THE TERMS, CONDITIONS, OBLIGATIONS, AND LIMITATIONS UNDER WHICH SAID FRANCHISE SHALL BE EXERCISED; PROVIDING FOR THE CONSIDERATION; FOR THE PERIOD OF THE GRANT; FOR ASSIGNMENT; FOR THE METHOD OF ACCEPTANCE; FOR REPEAL OF CONFLICTING ORDINANCES; FOR PARTIAL INVALIDITY.**

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

**WHEREAS**, the City pursuant to City Charter Article XI, may grant franchises to entities for use of public streets, alleys, and highways for collection Recyclable Materials generated in City limits; and

**WHEREAS**, the City of College Station desires to exercise the Charter’s authority and grant a non-exclusive franchise to Contractor for collection of certain Recyclable Materials generated from designated City Facilities, City Buildings, and Single Family Residential Homes in City limits.

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

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## ARTICLE I. DEFINITIONS

**1.1 Agreement** means this Franchise Ordinance and Service Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclable Materials within the City limits.

**1.2 Approved Number of Customers** means the maximum number of Single-Family Residential Homes, City Buildings, and City Facilities served, which is determined by the City's Representative based on Utility Billing Reports.

**1.3 Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.) or Twin Oaks Landfill** means the permitted municipal solid waste landfill owned and operated by a Texas local government corporation.

**1.4 City Council or Council** means the governing body of the City of College Station, Texas.

**1.5 City** means the City of College Station, a Texas Home Rule Municipal Corporation.

**1.6 City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.

**1.7 Collection** means the scheduled aggregation of recyclables by Contractor.

**1.8 Contaminated Materials** means Recyclable Materials mixed with solid waste or altered in a way that results in materials being unrecyclable.

**1.9 Contractor** means the Contractor franchised for the collection of recyclable materials.

**1.10 Customers** mean the locations designated by the City as a City Building or Facility and Single Family Residential Homes.

**a. Single Family Residential Home** means:

- i. Each residential unit in a building with fewer than four (4) attached residential units in a complex that has not been identified as a multi-family apartment complex by the City, and that has been assigned a shared three hundred (300) gallon or larger automated solid waste collection container and provided with twice per week garbage collection, bi-weekly curbside recycling collection, and once per week rubbish/brush collection.
- ii. Each single-family detached residential unit or residential units in a building with fewer than four (4) attached residential units in a complex where each residential unit has been assigned a seventy (70) gallon automated solid waste container and provided with garbage, rubbish service weekly, and recycling collection bi-weekly.

**1.11 Notification Materials** mean any form of media used to inform or educate Customers about their services.

**1.12 Receptacle** means a weatherproof container easily identifiable and designated for recycling collection.

**1.13 Recyclables or Recyclable Materials** mean materials recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product. Specifically as described in **Exhibit A**.

**1.14 Residue** means the materials regularly associated with and attached to recyclable materials, as a part of the original packaging or usage of that material that is not recyclable.

**1.15 Special Event** means a for-profit or nonprofit event to which the public is invited, held on City of College Station property, at which over 250 individuals attend and existing recycling services are not already established.

**1.16 TAC** means the Texas Administrative Code now and as amended.

**1.17 TCEQ** means the Texas Commission on Environmental Quality.

## **ARTICLE II. RECYCLING SERVICES**

This Agreement is by and between the City of College Station, a Texas Home-Rule Municipal Corporation and Contractor to collect, transport, process, and recycle all Recyclable Materials generated by Customers as described in the Scope of Services attached as **Exhibit A**.

## **ARTICLE III. PAYMENT AND TERM**

**3.1 Consideration.** The City shall pay the Contractor the amounts calculated by Sections 3.2 and 3.3, for the term of this Agreement. All rates and amounts increase annually by 2.5%.

**3.2 City Buildings and Facilities.** City shall pay Contractor for recycling collection, zero dollars (\$0) per month per approved City Building or Facility.

**3.3 Single Family Residential Home.** City shall pay Contractor for recycling collection, Four dollars and 80/100 per month (\$4.80) per approved Single Family Residential Home.

**3.4 Special Events.** City shall pay Contractor for special event recycling collection, an amount up to Four Hundred dollars (\$400.00) per approved Special Event up to 1,000-2,000 attendees.

**Special Events.** City shall pay Contractor for special event recycling collection, an amount up to Eight Hundred dollars (\$800.00) per approved Special Event up to 2,001-4,000 attendees.

**Special Events.** City shall pay Contractor for special event recycling collection, an amount up to One Thousand dollars (\$1,000.00) per approved Special Event up to 4,001-6,000 attendees.

**3.5 Payment Application.** The Contractor will invoice the City monthly for recycling collection. The City will pay the Contractor's invoice within thirty (30) days after City's receipt of invoice and acceptance of services according to the Texas Prompt Payment Act.

**3.6 City's Payment and Approval.** The City will pay Contractor for the services performed no later than thirty (30) days from the date of the City's receipt of the payment application and the City's approval of the services. If any amount due from the City is not paid within sixty (60) days after Contractor's invoice date, Contractor may, with written notice and without terminating this Agreement, suspend collecting and processing of Recyclable Materials until the City has paid any undisputed amount to Contractor.

**3.7 Invoice Requirements.** Invoices must state on a form approved by the City:

- a. The number and type of Customers collected for the previous month
- b. The per Customer charge
- c. The total invoice amount

**3.8 Term.** The term of this Agreement is for five (5) years, to begin on the Effective Date of this Franchise Ordinance and Service Agreement, pursuant to the City of College Station Charter.

#### **ARTICLE IV. GRANT OF AUTHORITY AND ACCEPTANCE**

**4.1** City grants Contractor a non-exclusive franchise to operate and establish recycling collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right.

**4.2** City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for recycling collection. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.

**4.3** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.

## ARTICLE V. NON-EXCLUSIVE FRANCHISE

- 5.1** This is a non-exclusive franchise recycling Agreement. The City may enter into a contract with another entity for the collection, processing, and disposal of solid waste or Recyclable Materials not covered by the terms of this Agreement. If City develops services or programs resulting in other materials that may be recycled, including but not limited to multifamily or commercial recycling, the City shall have the option to market those to any contractor.
- 5.2** If City and Contractor contract for the collection and recycling of additional materials, those terms will be incorporated into this Agreement by amendment.

## ARTICLE VI. VIOLATION AND PENALTY

- 6.1** **Fine.** Any person, firm or corporation violating any provision or term of this Agreement shall receive a citation and fine not to exceed \$2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.
- 6.2** **Complaint Charges.** Upon receipt of three (3) unresolved Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of **Three Hundred Dollars (\$300.00)**. Complaints are to be verified by the Contractor and the City's Representative. The City shall deduct such charges from the Contractor's monthly invoice.
- 6.3** **Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

## ARTICLE VII. INDEPENDENT CONTRACTOR

- 7.1** **Independent Contractor.** 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. The City shall be entitled to a work product as described in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies required by the United States Internal Revenue Service or other State or Federal agencies. This Agreement does not create a joint venture or partnership.

## ARTICLE VIII. INSURANCE

- 8.1** The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.

- 8.2 The Contractor's insurance shall list the City of College Station, its officials, agents, employees and volunteers as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C**.

## **ARTICLE IX. INDEMNIFICATION AND RELEASE**

- 9.1 **INDEMNIFICATION.** CONTRACTOR SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF ANY PERSON OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE WORK AND SERVICES DONE BY THE CONTRACTOR UNDER THIS AGREEMENT. SUCH INDEMNITY SHALL APPLY REGARDLESS OF WHETHER THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, OR LIABILITY ARISE IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY INDEMNIFIED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.
- 9.2 **RELEASE.** THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES, RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE CONTRACTOR'S WORK AND SERVICES TO BE PERFORMED HEREUNDER. THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE CONTRACTOR, OR ANY THIRD PARTY.

## **ARTICLE X. DISPUTES AND MEDIATION**

- 10.1 **Disputes.** If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or

representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

- 10.2 Mediation.** If the parties not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.
- 10.3 Other Remedies.** If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

## **ARTICLE XI. GENERAL TERMS**

- 11.1 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.
- 11.2 Termination.**
- a. For Convenience.** At any time, the City may terminate this Agreement for convenience, in writing with thirty (30) days' notice. Contractor shall be compensated for the services performed. In the event the City terminates this Contract for convenience, the City shall pay Contractor for the services performed and expenses incurred before the termination date.
  - b. For Cause.** City also may terminate this Agreement if Contractor materially breaches or otherwise fails to perform, comply with or otherwise observe any of the terms and conditions of this Agreement, or fails to maintain all required licenses and approvals from federal, state, and local jurisdictions, and fails to cure such breach or default within thirty (30) days of City providing Contractor written notice, or, if not reasonably capable of being cured within thirty (30) calendar days, within such other reasonable period of time upon which the parties may agree.
  - c. Hearing.** This Agreement shall not be terminated except upon a majority vote of the City Council, after giving reasonable notice to Contractor. The Contractor will have an opportunity to be heard, provided if exigent circumstances necessitate immediate termination, the hearing may be held as soon as possible after the termination.



- 11.3 Venue.** This Contract has been made under and shall be governed by the laws of the State of Texas. The parties agree that performance and all matters related thereto shall be in Brazos County, Texas.
- 11.4 Amendment.** This Agreement may only be amended by written instrument approved and executed by the parties.
- 10.5 Taxes.** The City is tax exempt and is not responsible for the payment of any taxes.
- 11.6 Compliance with Laws.** The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control (IRCA). The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA.
- 11.7 Waiver of Terms.** No waiver or deferral by either party of any term or condition of this Contract shall be deemed or construed to be a waiver of deferral of any other term or condition or subsequent waiver or deferral of the same term or condition.
- 11.8 Assignment.** This Agreement and the rights and obligations contained herein may not be assigned by the Contractor without the prior written approval of City.
- 11.9 Invalid Provisions.** If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court of competent jurisdiction finds that any provision of this Agreement is invalid or unenforceable, and if by limiting that provision, the Agreement may become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 11.10 Entire Agreement.** This Agreement represents the entire and integrated agreement between the City and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral.
- 11.11 Agree to Terms.** The parties' state they have read the terms and conditions of this Agreement and agree to the terms and conditions. Contractor shall evidence its unconditional written acceptance of all the terms and conditions of this Agreement by the execution of this Agreement.
- 11.12 Effective Date.** According to City Charter, Section 105, after passage, approval and legal publication of this Agreement as provided by law, and provided it has been duly accepted by Contractor as herein above provided, this Agreement shall not take effect until sixty (60) days after its adoption on its second and final reading.
- 11.13 Notice.** Any official notice under this Agreement will be sent to the following addresses:

City of College Station  
Attn: Caroline Ask  
PO BOX 9960  
1101 Texas Ave  
College Station, TX 77845  
[cask@cstx.gov](mailto:cask@cstx.gov)

Brannon Industrial Group, LLC  
DBA BVR Waste and Recycling  
Attn: Mr. Blake Brannon  
1555 Hwy 36 N  
Brenham, TX 77833  
[bbrannon@bigcompany.com](mailto:bbrannon@bigcompany.com)

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

- A. Scope of Services
- B. Insurance Requirements
- C. Certificates of Insurance
- D. List of Recyclable Materials
- E. Collection Method
- F. Collection Schedule

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

- a. First Consideration & Approval on the 10th day of April, 2025.
- b. Second Consideration & Approval on the 24th day of April, 2025.

**PASSED, ADOPTED, and APPROVED** by the City of College Station City Council on the \_\_\_\_ day of \_\_\_\_\_, 202\_\_.

**BRANNON INDUSTRIAL GROUP, LLC  
DBA BVR WASTE AND RECYCLING**

By: Blake Brannon

Printed Name: Blake Brannon

Title: President

Date: 3/26/2025

**CITY OF COLLEGE STATION**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Secretary

Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant City Manager/CFO

Date: \_\_\_\_\_

## EXHIBIT A. SCOPE OF SERVICES

### 1. Recyclable Materials Collection Services

- a. **Services.** Contractor shall collect, remove, transport process, market and recycle all Recyclable Materials generated by Customers according to Exhibit D.
- b. **Receptacles.** Contractor shall provide at the Contractor's expense and use collection receptacles with the approved specifications in this Agreement. Contractor shall maintain an inventory of at least 200 receptacles at the Contractor's facility. Receptacles shall be stenciled or labeled with the Customer's address.
- c. **Duties.** Contractor shall provide all reasonable, adequate, and necessary supervision, supplies, materials, equipment, labor, insurance, licenses and permits to fulfill all obligations under this Agreement.

### 2. Collection Procedures

- a. **Notification.** The City shall be responsible for educating Customers on recycling collection procedures. The Contractor shall be responsible for notifying customers of collection issues, via tagging or other appropriate mechanisms approved by the City Representative.
- b. **Placement and Removal of Receptacles.** Under no circumstances shall receptacles be placed on public streets, alleys, or thoroughfares without the City Representative's approval. Contractor shall provide receptacles to Customers within one week of receiving a service request from a Customer or the City Representative. Contractor shall remove receptacle(s) within one week of receiving a service request from a Customer or City Representative.
- c. **Collection.** Contractor shall collect the receptacles containing Recyclable Materials placed on the curb in the designated Customer location. Contractor shall use open bed trucks, trailers, compaction trucks, fully automated, semi-automated, or any combination thereof for the collection of the Recyclable Materials.
- d. **Collection Schedule.** Contractor shall collect Recyclable Materials according to the Collection Schedule attached in **Exhibit F**. The Collection Schedule must be approved by the City. Contractor may only collect Recyclable Materials according to the Collection Schedule, unless a change is approved in writing by the City's Representative. If a change is approved, Contractor must provide notice to each designated Customer at Contractor's expense and in a manner approved by the City Representative. At minimum, Contractor shall provide every other week collection to all Customer locations.
- e. **Collection Times.** Collection of Recyclable Materials must take place Monday – Friday and may not start before 8:00 a.m. and must be completed on the designated collection day unless appropriate communication has been submitted to the City Representative in

writing. Contractor shall notify the City's Representative within one (1) hour of any delay in the collection process. Notice of a delay must be accompanied by Contractor's proposal for completing the scheduled work. The proposal must be approved by the City's Representative.

- f. Missed Collections.** Contractor shall submit missed (whether real or alleged) and extra re-collection procedures. Contractor shall have a duty to collect missed collections within (1) business day of notice and will provide notice of the missed collection as well as re-collection completion to the City Representative at the end of the business day.
- g. City Holidays.** When a scheduled collection day falls on an official City holiday recognized by the City's Solid Waste & Recycling Division, recycling collection may be postponed by one (1) day. When a scheduled collection is postponed due to the observance of a holiday, the City shall notify the affected Customers of the holiday and their re-collection date. Notice shall occur no less than forty-eight (48) hours in advance of the observed holiday. A holiday collection schedule shall be provided to the Contractor annually.
- h. Force Majeure.** Neither party shall be liable or responsible to the other party for any delay, damage, loss, failure, or inability to perform caused by Force Majeure. Contractor must submit a proposal for completing scheduled work within a reasonable time frame following a Force Majeure Event. The proposal shall be subject to approval by the City's Representative.
  - a.** The term Force Majeure shall include the following: an act of God, strike, act of a public enemy, war, mines or other items of ordinance, blockage, public rioting, lightning, fire, storm, hurricane, flood, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failure of equipment, freezing of equipment, and any other cause, whether of the kinds specifically enumerated above or otherwise, which is not reasonably within the control of the parties and which by the exercise of due diligence could not reasonably be prevented or overcome. Events reasonably within the control of the party having the difficulty shall not constitute "force majeure" and shall be remedied with the exercise of due diligence.

### **3. Collection and Transport of Recyclables**

- a. Collection.** Contractor and contractor personnel shall perform duties in accordance with all existing laws and ordinances, and future amendments thereto of the federal, state, and local governing bodies. Contractor personnel shall manage curbside recycling receptacles in a careful manner as to avoid spillage, littering, or damage to the container; containers must not be thrown once emptied. Contractor must monitor for any spillage of materials, fluids and is responsible for cleaning up any litter, breakage, excessive leakage from

packing materials, or spills including automotive fluids such as hydraulic fluid, motor oil, diesel, and gasoline. Contractor must avoid property damage. Contractor personnel shall not perform duties or operate vehicles while consuming alcohol, illegally controlled substances, or while under the influence of other such substances.

- b. Transport.** The Contractor shall only transport collected Recyclable Materials for storage, processing, disposal, or other necessary handling to locations in a manner permitted by the terms of this Agreement as well as federal, state, and local law. This Agreement does not authorize Contractor to utilize the streets, alleys, and public ways to dispose of municipal solid waste intended for disposal or any other type of waste from any other project.
- c. Cover.** During transport of all Materials, vehicles shall be covered to prevent release of wind-blown materials and litter.
- d. Ownership of Materials.** Ownership of recyclable materials shall remain with the person placing them out for collection until the Contractor's personnel physically collects the materials, at which time the ownership of the recyclable materials shall transfer to the Contractor.

#### **4. Appearance of Equipment and Personnel**

- a. Equipment.** Contractor shall ensure all collection equipment and vehicles are attractively painted, well maintained, and are in good working condition. Equipment must be washed at least one (1) time per week. Equipment and vehicles must have sufficient carrying capacity for safe and efficient Recyclable Materials collection. All collection equipment shall be equipped with spill kits. The City shall have the right to inspect and approve the appearance of recycling collection equipment. Standby vehicle(s) shall be available at all times for Recyclable Materials collection.
- b. Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement.
- c. Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work pants.

#### **5. Processing and Marketing**

- a. Marketing and Processing.** Contractor is responsible for the marketing and processing costs/returns of all Recyclable Materials and Contaminated Materials. All Recyclable Materials shall be processed at certified, registered, or permitted recycling vendors, processing facilities, brokers, toll end users, material recovery facilities, or recycling manufacturers.



- b. Disposal.** In no case shall any Recyclable Materials be disposed of in a landfill. Contaminated Materials or non-recyclable waste material collected by the Contractor shall be disposed of at Twin Oaks Landfill at the Contractor's expense.
- c. Market Demand.** In the event that the market for a Recyclable Material ceases to exist, or becomes economically depressed in that it becomes economically unfeasible to continue Processing and Marketing of the Recyclable Material, the City and Contractor may agree in writing to remove the recycling requirement for the above-described and identified Recyclable Material from this Agreement. Before the City may consider Contractor's request for the removal of one or more Recyclable Material(s) from the collection stream, the Contractor shall provide adequate notice and sufficient evidence to the City, demonstrating the market's economically depressed conditions and the economically unfeasibility of continuing to Process and Market the Recyclable Material(s).

## **6. Reporting Requirements**

- a. Activity Report.** With the monthly invoice Contractor shall provide a Monthly Activity Report, on a form approved by the City, summarizing the previous month's collection. Contractor's report shall include the following information:
  - i.** The Customer collection count, itemized by customer type, collection day, and route.
  - ii.** Total tonnage of all Recyclable Materials collected, itemized by type of material.
  - iii.** Total tonnage of all Recyclable Materials collected, but not sold due to rejection and the disposition of those materials.
  - iv.** Container inventory update, including containers delivered, replaced, and removed..
  - v.** Copy of weight tickets from all forms of processing site(s) in accordance with Section 5. Processing and Marketing.
  - vi.** Any other information concerning the recycling collection as required by the City's Representative.

## **7. Service Adjustments**

Changes in service including the type and size of equipment, the frequency or service type, and rates may only be amended in writing by and agreed upon by both parties.

## **8. Responsibility for Receptacle, Equipment, & Access**

Contractor furnished receptacles or equipment will remain Contractor's property. Customers shall only use the receptacle(s) for its proper and intended purpose and shall not overload (by weight or volume) or alter the receptacle. Customers shall provide safe and unobstructed access to the receptacles or equipment on the scheduled collection day.

## 9. Receptacle Damages

If the City determines a Customer intentionally or negligently damaged the Contractor's receptacles or equipment, as reported by the Contractor to the City Representative, the Contractor may invoice the Customer for the damages. It is the Customer's responsibility to file police reports for stolen or vandalized containers.

## 10. Inspection of Records and Operations

- a. **Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.
- b. **Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of all materials collected, processed, disposed of and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclable Materials; as well as amounts paid by Contractor for recycling collection equipment. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.
- c. **Records Retention.** Contractor shall retain all records associated with this Agreement for a period of five (5) years after expiration or termination of this Agreement. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City shall remain confidential according to the Texas Open Records Act.

## 11. Customer Service Performance & Complaints Regarding Service

- a. **Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues between the hours of 8:00am and 5:00pm, Monday-Friday, excluding holidays. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt. Any missed collection, whether real or alleged, shall be the collection responsibility of the Contractor.
- b. **Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City within one (1) business day of the complaint. Contractor shall log service complaints and include the nature of the complaint, names, addresses, and contact information of the complainants; the date and time received from the customer and/or City Representative; the outcome, and the date and time of resolution.

**Personnel Performance.** Contractor shall retain sufficient personnel to fulfill the requirements and specifications of the services described in this agreement. Contractor shall provide a supervisor contact overseeing recycling collection operations. The supervisor shall be available to address

25300352

customer complaints each business day. Contractor personnel shall be trained in program operations and customer service to ensure all personnel maintain a positive attitude with the public. Personnel shall conduct themselves at all times in a courteous manner and use no abusive or foul language; perform duties in accordance with all existing laws, ordinances, and any future amendments thereto of the federal, state, and local governing boards;

## **12. Termination of Individual Service**

In the event Contractor desires to terminate service to any Customer, Contractor must send a written request and state the reason for termination to the City's Representative. The City's Representative shall have the right to review such request for a period of five (5) business days. The City's Representative shall make the final determination regarding any termination of individual service.

## **EXHIBIT B. INSURANCE REQUIREMENTS**

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

### **I. Standard Insurance Policies Required:**

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

### **II. General Requirements Applicable to All Policies:**

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

### **III. Commercial General Liability**

- A. General Liability insurance shall be written by a carrier rated "A: VIII" or better under the current A. M. Best Key Rating Guide.
- B. Policies shall contain an endorsement listing the City as Additional Insured; an endorsement waiving subrogation rights in favor of the City; and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- C. Limits of liability must be equal to or greater than \$1,000,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$2,000,000. Limits shall be endorsed to be per project.
- D. No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- E. The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability

(insuring the indemnity provided herein), Host Liquor Liability, and Personal & Advertising Liability.

#### **IV. Business Automobile Liability**

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

#### **V. Workers' Compensation Insurance**

- A. Workers' Compensation insurance shall include the following terms:
  - 1. Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required
  - 2. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy
  - 3. TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY"

## **EXHIBIT C. CERTIFICATES OF INSURANCE**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/17/2025

3/6/2025

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).

| <b>PRODUCER</b> Lockton Companies, LLC<br>444 W. 47th St., Ste. 900<br>Kansas City MO 64112-1906<br>(816) 960-9000<br>kcasu@lockton.com | <b>CONTACT NAME:</b><br><b>PHONE (A/C. No. Ext):</b><br><b>E-MAIL ADDRESS:</b><br><b>FAX (A/C. No):</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                               |        |                                               |       |                                            |       |                                                |       |                                           |       |                                                        |  |                                                   |       |
|-----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--------|-----------------------------------------------|-------|--------------------------------------------|-------|------------------------------------------------|-------|-------------------------------------------|-------|--------------------------------------------------------|--|---------------------------------------------------|-------|
| <b>INSURED</b> 1550052 BRANNON INDUSTRIAL GROUP, LLC<br>1555 HWY. 36 NORTH<br>BRENHAM TX 77833                                          | <table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: American Fire and Casualty Company</td><td>24066</td></tr><tr><td>INSURER B: West American Insurance Company</td><td>44393</td></tr><tr><td>INSURER C: The Ohio Casualty Insurance Company</td><td>24074</td></tr><tr><td>INSURER D: Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER E: Lloyds of London [Alien Ins. ID: AA1120197]</td><td></td></tr><tr><td>INSURER F: Navigators Specialty Insurance Company</td><td>36056</td></tr></table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: American Fire and Casualty Company | 24066 | INSURER B: West American Insurance Company | 44393 | INSURER C: The Ohio Casualty Insurance Company | 24074 | INSURER D: Texas Mutual Insurance Company | 22945 | INSURER E: Lloyds of London [Alien Ins. ID: AA1120197] |  | INSURER F: Navigators Specialty Insurance Company | 36056 |
| INSURER(S) AFFORDING COVERAGE                                                                                                           | NAIC #                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                               |        |                                               |       |                                            |       |                                                |       |                                           |       |                                                        |  |                                                   |       |
| INSURER A: American Fire and Casualty Company                                                                                           | 24066                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                               |       |                                            |       |                                                |       |                                           |       |                                                        |  |                                                   |       |
| INSURER B: West American Insurance Company                                                                                              | 44393                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                               |       |                                            |       |                                                |       |                                           |       |                                                        |  |                                                   |       |
| INSURER C: The Ohio Casualty Insurance Company                                                                                          | 24074                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                               |       |                                            |       |                                                |       |                                           |       |                                                        |  |                                                   |       |
| INSURER D: Texas Mutual Insurance Company                                                                                               | 22945                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                               |       |                                            |       |                                                |       |                                           |       |                                                        |  |                                                   |       |
| INSURER E: Lloyds of London [Alien Ins. ID: AA1120197]                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |        |                                               |       |                                            |       |                                                |       |                                           |       |                                                        |  |                                                   |       |
| INSURER F: Navigators Specialty Insurance Company                                                                                       | 36056                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                               |        |                                               |       |                                            |       |                                                |       |                                           |       |                                                        |  |                                                   |       |

**COVERAGES****CERTIFICATE NUMBER:** 21097228**REVISION NUMBER:** XXXXXXXX

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

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                   | ADDL INSD                                    | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                           |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|-----------------|-------------------------|-------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: | Y                                            | Y        | BKS59827349     | 5/17/2024               | 5/17/2025               | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>\$ |
| B        | <input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                    | Y                                            | Y        | BAW59827349     | 5/17/2024               | 5/17/2025               | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000<br>BODILY INJURY (Per person) \$ XXXXXXXX<br>BODILY INJURY (Per accident) \$ XXXXXXXX<br>PROPERTY DAMAGE (Per accident) \$ XXXXXXXX<br>\$ XXXXXXXX                                              |
| C        | <input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000                                                                             | N                                            | N        | USO59827349     | 5/17/2024               | 5/17/2025               | EACH OCCURRENCE \$ 1,000,000<br>AGGREGATE \$ XXXXXXXX<br>\$ XXXXXXXX                                                                                                                                                                             |
| D        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                       | Y/N<br><input checked="" type="checkbox"/> N | Y<br>N/A | 0002012878      | 5/17/2024               | 5/17/2025               | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$ 1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$ 1,000,000<br>E.L. DISEASE - POLICY LIMIT \$ 1,000,000                                        |
| E        | <b>POLLUTION LIABILITY</b>                                                                                                                                                                                                                                                                                                                          | N                                            | N        | PEN4844824AA    | 11/23/2024              | 11/23/2025              | \$3,000,000 LIMIT                                                                                                                                                                                                                                |
| F        | <b>EXCESS UMBRELLA</b>                                                                                                                                                                                                                                                                                                                              |                                              |          | HO24EXCZ0GKS1IC | 5/17/2024               | 5/17/2025               | \$5,000,000 PER OCC                                                                                                                                                                                                                              |

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

City of College Station, its officials, agents, employees & volunteers are additional insured on general liability and auto liability as required by written contract and subject to the terms and conditions of the policy. insurance is primary and non-contributory. waiver of subrogation in favor of the additional insured applies on general liability, auto liability and workers compensation/employer's liability, as required by written contract and where allowed by law. coverage is subject to the terms and conditions of the policy. excess/umbrella liability follows form for the underlying contract per the terms, conditions and coverages.

**CERTIFICATE HOLDER****CANCELLATION****21097228**City of College Station, its officials, agents  
Attn: Risk Management  
PO Box 9960  
College Station, TX 77842

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

AUTHORIZED REPRESENTATIVE

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## **EXHIBIT D. RECYCLABLE MATERIALS COLLECTED**

### **Required Materials**

1. Aluminum Beverage Cans
2. Cardboard (OCC)
3. Catalogues
4. Glass: All Colors
5. Mixed Paper
6. Newspapers and Magazines/Ad Slicks
7. Paperboard
8. Plastic HDPE – high density polyethylene (all types and colors)
9. Plastic PETE – polyethylene terephthalate (all types and colors, not to include bags)
10. Shredded Paper
11. Steel Cans
12. Telephone Books
13. Tin Cans
14. White Paper

### **Optional Materials**

1. Aluminum
  - a. Foil
  - b. Trays
  - c. Containers
  - d. Other
2. Empty Steel Aerosol Cans
3. Paint Cans
4. Lead Acid Car Batteries
5. Plastic
  - a. Plastic Bags – all resin types
  - b. Plastic V/PVC – vinyl / polyvinyl chloride
  - c. Plastic LDPE – low density polyethylene
  - d. Plastic PP – polypropylene
  - e. Plastic PS – polystyrene
  - f. Plastic Other – other, combination of resins
6. Any other materials, deemed by the Contractor to be recyclable through proven processing methods and markets.

## **EXHIBIT E. COLLECTION METHOD**

- A. THE COLLECTION METHOD SHALL NOT INTERFERE WITH EXISTING CITY SERVICES, INCLUDING SOLID WASTE COLLECTION.**
- B. The collection receptacle shall be easily identifiable and designated for recycling collection/use only.
- C. All collection receptacles shall be stenciled with the residential customer address (street name and number).
- D. Door side collection is required for qualified handicapped households.
- E. Adequate personnel, facilities and equipment shall be used in the administration, collection and processing of Recyclable Materials.

## **EXHIBIT F. COLLECTION SCHEDULE**

- A.** The Offeror shall submit proposed collection routes and schedules. If the Offeror elects to alter the current collection method, routes or schedule, the Offeror must submit an implementation plan subject to the City's approval.
- B.** The City requires collections to begin no sooner than 8:00 a.m. and shall be completed on the designated collection day.
- C.** Collections shall take place Monday-Friday.
- D.** Vendor shall provide a written schedule of proposed collection routes no later than 90 Days for review and approval by City of College Station Staff.



Dear City of College Station,

First and foremost, my family and I would like to sincerely thank the City of College Station for allowing us to provide services for nearly a decade. This is a relationship that we value tremendously and do not take for granted. Our job as a waste and recycling company is quite simple - provide clean, courteous and affordable services to our customers. To achieve this, you must do three things: take pride in the city, truly want to make a positive difference, and be passionate about service.

Brannon Industrial Group is unique compared to our competitors because we are a local, grass-root, family-owned and operated company that employs Brazos Valley residents. We see and interact with our customers at lunch, dinner, church, even Friday Night Tiger and Cougar Football Games. Along with working closely with Texas A&M, we proudly clean the stadium after each game and provide complete recycling services to Kyle Field. The pride that we have for this city cannot be matched by our competitors.

Since partnering with the City in 2015, we have proven that single stream recycling is effective and sustainable. Each year we see a growth in participation and tonnages as well as reduced contamination. BVR Waste and Recycling has adopted the same high-quality level of service offered by the City itself. We employ a no-fault operation and without question or charge, will return for missed collections in addition to extra collection requests. We put our customers' needs above all else and provide door side collections to households in need of assistance.

With the City's guidance, we have developed and maintained a first-class service and are excited to continue doing so. Having containers in place, established routes, equipment, qualified operators and customer service, we are ready and prepared to continue providing the same, incredible service to which the City and residents have become so accustomed to.

#### ***HOW WE DO IT***

Brannon Industrial Group, LLC, also known as BIG, operates multiple facilities in the region. BVR Waste and Recycling has facilities in College Station and Brenham to perform waste management services. Premier Metal Buyers is an active Metal Recycling Entity in Brenham. BVR Waste and Recycling is the only Material Recovery Facility in the Brazos Valley Region, capable of servicing all seven counties. Our facilities process over 150,000 tons of recycling per year. Combined, these facilities allow us to service over 40,000 residential and commercial customers in the Brazos Valley region.

Much like the City, we believe in timely and personable customer service and willing to help. Our focus on customer service is why we have been able to continue to compete, and beat, some of the largest waste and recycling companies in the United States.

For many of the large companies, municipal contracts are only a number and their actions prove it. ***This is what we want to change.*** When we see the City of College Station we see faces and they are faces we know. College Station is our home and we are honored to have the opportunity to continue providing loyal, unbeatable services.

### **THE BIG PROMISE**

- BIG will put citizens first and provide superior customer service.
- BIG will continue to look for new and innovative ways to maintain an affordable rate for citizens and customers.
- BIG ownership will always be available to the City of College Station.
- BIG will maintain a safe work culture.
- BIG will continue to invest in the community.
- BIG will acknowledge and expeditiously address mistakes.







*This Proposal is in response to the City of College Station's Request for Proposals No. 25-021 for Recycling Collection for Residential Homes and City-Owned Buildings/Facilities.*

*The information contained in this Proposal or any part thereof, including its exhibits, schedules and other documents and instruments delivered to the City, are true, accurate and complete to our knowledge. This proposal includes all necessary information to ensure that the statements herein do not in whole or in part mislead the City as to any material facts.*

*This Proposal is for the following services:*

- *Residential Recycling Collection*
- *City-Owned Buildings and Facilities Recycling Collection*

Respectfully,

A blue ink signature of Blake Brannon, consisting of stylized, overlapping loops and lines.

**Blake Brannon, President**

Brannon Industrial Group

[bbrannon@bigcompany.com](mailto:bbrannon@bigcompany.com)

O. (979) 830-9060 | C. (979) 525-6052

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## TAB A – QUALIFICATIONS AND EXPERIENCE

### INTRODUCTION

Locally, family-owned and operated, the Brannon Industrial Group (BIG) consists of BVR Waste & Recycling, Premier Metal Buyers and Stop and Go Potties. BVR Waste and Recycling offers trained and experienced personnel, capable of fulfilling the City of College Station's request seamlessly and efficiently. BVR Waste and Recycling performs a wide array of waste and recycling services for residential, commercial and municipal organizations.

BVR Waste and Recycling's mission is to provide cost effective services that benefit the City of College Station's residents, businesses, staff members and elected officials. We are a service oriented and driven business, constantly evolving and employing best management practices. As a local business, the City of College Station will have a direct line of communication with local management and employees. This communication will allow the immediate resolution of requests such as extra collections and same day service requests - something our competitors cannot offer.

### MANAGEMENT TEAM

**Cindy Brannon, Chairwoman** – Cindy was the General Manager of Hewlett Packard's \$450 million Recycling Division and the CEO of Intechra in Carrollton, TX. In just 2 ½ years at Intechra, Cindy increased revenues from \$18 million to a staggering \$90 million. After leaving Intechra, she started her own consulting business that assisted small businesses and Fortune 50 corporations in profit optimization, mergers and acquisitions. She now is responsible for strategic planning, asset management, logistics, forecasting and marketing for the Brannon Industrial Group, LLC (BIG).

**Blake Brannon, President** – Blake has built a remarkable career rooted in entrepreneurship and community service. After playing baseball at the University of Texas at San Antonio and in the Los Angeles Dodgers organization, he returned to Brenham to launch Premier Metal Buyers, a company that expanded into waste, sanitation, and demolition services as Brannon Industrial Group. His visionary leadership has grown the organization to over 215 people across Brenham and College Station, with revenues exceeding \$100 million. In 2022, Blake was named EY Entrepreneur of the Year for the Central South region and included in Waste360's "40 Under 40." He launched Kingdom Pipe & Steel, LLC in 2023 to address steel industry needs.

**Jeremiah Byerly, Chief Operating Officer** – Jeremiah joined the BIG team in 2024. He brings extensive experience and a strong track record of leadership in manufacturing and industrial management. His expertise in operational efficiency, team collaboration, and continuous improvement aligns with the highest industry standards. With a BAAS in Manufacturing and Industrial Management from Tarleton State University. Jeremiah combines academic knowledge with hands-on expertise to drive results. Throughout his career, he has held key leadership roles at TrinityRail and Caterpillar, where he successfully led teams, optimized processes, and implemented strategic improvements. Jeremiah's servant leadership approach prioritizes fostering collaboration, equipping teams with the tools and resources needed to excel, and maintaining clear and effective communication. His dedication to integrity, excellence, and innovation underscores his ability to lead organizations and teams to sustained success.

**Brandon Roznovsky, Chief Financial Officer** – Brandon oversees the financial reporting and administrative aspects of the respective divisions. He spent the first portion of his career in public accounting and the energy sector. In 2016, he accepted the CFO position with the Brannon Industrial Group to move back to his hometown of Brenham. Brandon graduated from St. Mary's University and is a certified public accountant.

**Mari Gutierrez, Office Manager** – Mari ensures that every level of customer is greeted with consistent high-quality customer service. Additionally, she prepares operational reports for municipal customers. Mari has been a part of the team since 2020.

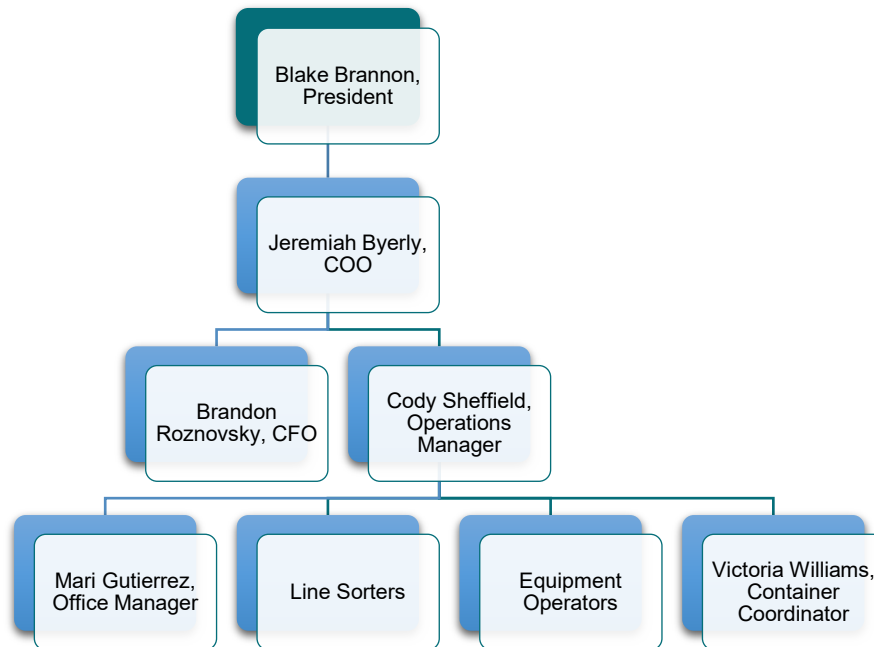
**Cody Sheffield, Operations Manager** – Cody oversees the College Station operations. His expertise allows us to offer optimized routing, easily identifiable trouble-shooting methods and ensures our operations are running consistently and efficiently. He maintains a Class B MSW Operator License. Cody has been a part of the team since 2020.

**Victoria Williams, Container Coordinator** – Having retired as a Forewoman from the Solid Waste Division of the City of College Station, Victoria knows firsthand the importance of responding to citizen needs expeditiously. She is an integral part of our operation and will oversee the labeling of each container through completion. Her extensive familiarity with College Station routes and processes ensures that our operation is complementary to the City's Solid Waste operations and never interferes with garbage, bulk or brush collections.



### ORGANIZATIONAL CHART

The chart below represents employees who will be dedicated to the City of College Station. Brannon Industrial Group, LLC employs over 215 men and women of the Brazos Valley Region.



**OPERATIONS MANAGER** – This employee oversees all collection operations, equipment operators and drivers. The Operations Manager reports to the Chief Operating Officer to implement tactical initiatives to drive functional excellence and budget achievement. The Operations Manager ensures adherence to all accident prevention programs and leads operations to ensure compliance with all safety, environmental, operating, regulatory, ethics and other standards. Responsibilities include the execution and delivery of Safety, Customer Experience, and Efficiency while supporting a culture of employee engagement.

**OFFICE MANAGER** – This employee maintains daily operations by coordinating services to ensure customer satisfaction. They ensure all incoming calls and emails from citizens and/or customers are executed in a professional, polite and courteous manner. In addition to the above described tasks, they will be responsible for providing the City with the necessary Performance Standards and Metrics. This information will be used to evaluate the overall success of BVR Waste and Recycling’s operations.

**CONTAINER COORDINATOR** – This employee is responsible for ensuring the expeditious delivery of containers, repair and replacement of containers and will perform audits as needed to reduce contamination. The Container Coordinator will also oversee the labeling of addresses on each container.

## CURRENT SERVICES PROVIDED IN LAST 36 MONTHS

| <b>TYPE OF SERVICE</b>                                                                                                                                       | <b>ENTITY</b>                                                                                                                                           | <b>DATES OF SERVICE</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>Recycling Collection Operations</b>                                                                                                                       | <b>City of College Station</b>                                                                                                                          | 9/21/2015-Present       |
| <ul style="list-style-type: none"> <li>Automated Collections</li> <li>FEL Collections</li> <li>Roll-Off Collections</li> </ul>                               | <ul style="list-style-type: none"> <li>26,000 Residential Customers</li> <li>Commercial</li> </ul>                                                      |                         |
| <b>MSW &amp; Recycling Operations</b>                                                                                                                        | <b>City of Brenham</b>                                                                                                                                  | 2020-Present            |
| <ul style="list-style-type: none"> <li>Automated Collections</li> <li>FEL Collections</li> <li>Roll-Off Collection</li> </ul>                                | <ul style="list-style-type: none"> <li>5,500 Residential Customers</li> <li>200 Light Commercial Customers</li> <li>550 Commercial Customers</li> </ul> |                         |
| <b>MSW &amp; Recycling Operations</b>                                                                                                                        | <b>City of Rockdale</b>                                                                                                                                 | 2022-Present            |
| <ul style="list-style-type: none"> <li>Automated Collections</li> <li>FEL Collections</li> <li>Roll-Off Collections</li> </ul>                               | <ul style="list-style-type: none"> <li>2,000 Residential Customers</li> <li>300 Commercial Customers</li> <li>Recycling Collection Center</li> </ul>    |                         |
| <b>Recycling Collections</b>                                                                                                                                 | <b>Texas A&amp;M University</b>                                                                                                                         | 2010-Present            |
| <ul style="list-style-type: none"> <li>Recycling Collections</li> <li>Kyle Field Operations</li> <li>Roll-Off Collection</li> </ul>                          | <ul style="list-style-type: none"> <li>225 Collection Locations</li> </ul>                                                                              |                         |
| <b>Solid Waste Operations</b>                                                                                                                                | <b>Private Customers</b>                                                                                                                                | 2003-Present            |
| <ul style="list-style-type: none"> <li>Automated Collections</li> <li>FEL Collections</li> <li>Roll-Off Collections</li> <li>Rearload Collections</li> </ul> | <ul style="list-style-type: none"> <li>10,000 Residential Customers</li> <li>3,000 Commercial Customers</li> </ul>                                      |                         |





## TAB B – RATES AND EXPENSES

### PROPOSED RATE SCHEDULE

**\$4.80 - Per Single Family Residential Home per Month**

Pricing is subject to an annual CPI adjustment.

**\$0.00 - Per City Facility and Building per Month**

We will provide services to City Facilities and Buildings for free.

**\$400.00 - Per Special Event up to 1,000-2,000 in anticipated attendance**

**\$800.00 - Per Special Event up to 2,001-4,000 in anticipated attendance**

**\$1,000.00 - Per Special Event up to 4,001-6,000 in anticipated attendance**

\*Events with an anticipated attendance in excess of 6,000 will be charged a flat rate of **\$1,000.00** plus **\$8.50** per container.

## TAB C – PROJECT METHODOLOGY

### COLLECTION SERVICES METHODOLOGY



Our execution strategy incorporates proven and existing methodologies, extremely qualified personnel, and a highly responsive approach to managing collection systems and operations. BVR Waste and Recycling will utilize containers in place and our existing drivers and routes. The following is a description of our methods, including how implementation will take place and a proposed timeline of events.

### PROJECT TIMELINE

BVR Waste and Recycling will use **existing routes and containers** to further aid in a seamless contract transition period. Citizens will not be affected by any change. Like all BVR operations, we will continue to strive for continuous improvement to enhance customer service. Routes efficiencies will be actively monitored. Should any route balancing or recommended modifications arise due to the growth of the City, BVR will review and discuss with the City. Similarly, BVR will be receptive to recommendations from the City to enhance the public-private partnership.

### QUALITY ASSURANCE

BVR Waste and Recycling will continue to dedicate a Customer Relations Team to the City of College Station and its residents to ensure performance is at the highest standard, consistently. They will answer calls and emails relating to recycling services and provide the necessary reports to the City monthly. Reports and standards will consist of:

- Guidance to residents in need of assistance with collections and frequencies.
- Available to field any call or email regarding spillage or windblown debris and immediately dispatch a resolution.
- Available to field any call regarding collection schedule, extra collection needs or missed collections
- Quarterly container, incoming load and tipping floor audits of material to reduce contamination and maximize education efforts.
- Monthly Activity Report consisting of the following information:
  - The Customer collection count, itemized by customer type, collection day and route.
  - Total tonnage of all Recyclable Materials collected, itemized by type of material.
  - Total tonnage of all Non-Recyclable Materials collected and the disposition of those materials.

- Container inventory update including containers moved, placed, removed, repaired and destroyed.
- Copy of weight tickets from all forms of processing site(s) in accordance with Contract.
- Any information concerning collections as required by the City's representative.

## **PUBLIC COMMUNICATION**

BVR Waste and Recycling will employ all methods of communication to notify the City of College Station's customers of the service change. These methods include, but are not limited to:

- Social Media Advertising
- Website Promotion
- Mailers
- Utility Bill Insert (if possible, per City)
- Smartphone Capable Communication

## **RECYCLING OPERATIONS**

### **RESIDENTIAL COLLECTIONS**

- Residential Services will take place Monday-Friday from 8:00 a.m. -5:00 p.m.
- Holiday Collection Delays will take place on New Year's Day (January 1), Thanksgiving (4th Thursday of November) and Christmas Day (December 25). A delay would include an alternate or delayed collection day, such as a Saturday, subject to the City's approval.
- Every other week automated collections will be split into three routes, approximately 2,700 homes will be serviced each collection day. (Total of 13,500 homes per week, 27,000 homes every two weeks).
  - Items must be loose and un-bagged prior to placing in designated cart.
  - The container lid should always be closed.
  - Collection includes the following items:
    - Metal Cans
      - Steel, tin and aluminum cans
      - NO aluminum foil, trays or pans
    - Paper
      - Newspapers, magazines, junk mail, brown paper bags, phone books, non-confidential mixed/white paper, bagged shredded paper
      - NO toilet paper, paper towels, facial tissues or napkins
    - Cardboard & Paperboard
      - Flattened cardboard, paperboard, dairy and juice containers
      - NO items that have been stained with food (pizza boxes, fast food containers, etc.)
    - Plastics type 1 and 2
      - All colors of plastic

- NO plastic bags, wraps, packaging or Styrofoam
- Glass
  - All colors of glass
  - NO ceramics or dishes, light bulbs, mirrors, window glass, lids or caps
- Containers must be placed at the curb in front of the residence by 8:00 a.m. on the designated collection day.
  - Containers must not be placed:
    - Within 4 feet of extra containers, mailboxes, vehicles, trees, etc.
    - On a sidewalk or more than 3 feet into the street.
    - Over sprinkler heads, water or gas meters, or cable/electrical boxes.
    - Under low-hanging tree limbs or cable/electrical wires.
  - Arrows on top of the cart should face the street and both wheels should point towards the residence.
- Special needs customers will be reviewed and determined case-by-case to ensure each customer receives high quality, convenient services.
  - BVR Waste and Recycling will provide door-side services to all existing city-approved customers.
- Upon award of this contract, a detailed roster of collection routes will be presented to the City of College Station Representative for approval.
- Contractor will assume 100% of all costs associated with the processing of materials. Pricing includes the collection, processing and single stream sorting of all items described above.
- Contaminated or non-accepted items will be sorted and disposed of as garbage at the Twin Oaks Landfill.
  - Contractor will assume all reasonable costs associated with the disposition of contaminated materials to include educational materials, hauling and landfill fees.

***CITY-OWNED BUILDINGS AND FACILITIES/SPECIAL EVENTS***

- City-Owned Buildings and Facilities will receive catered services conducive to its needs. The requested services as well as containers will be provided to the City at no cost. This service is to include:
  - Bi-weekly recycling collection services
  - Scheduled collections for Special Events

## **EQUIPMENT AND PERSONNEL**

### **EQUIPMENT**



- BVR Waste and Recycling, at its sole cost and expense, agrees to furnish all trucks, equipment, machines and labor which are reasonably necessary to adequately, efficiently, and properly collect and transport recyclables from eligible households, city-owned buildings and facilities serviced in accordance with the Contract.

- All motor vehicles used in performance of the Contract will be clearly marked with BVR Waste and Recycling, our phone number, and unit number legible from 150 feet.
- All vehicles will be maintained and painted as often as necessary to preserve and present a well-kept appearance and all vehicles will be a part of a regular preventative maintenance program according to manufacturer specifications. All equipment receives preventative maintenance at 250 hours.
- All roadway vehicles will either be enclosed or equipped with tarping equipment. All vehicles and equipment will be equipped with universal spill kits to quickly address spills or leakages in the field.
- In the event of equipment breakdown or incident that causes delayed or interrupted operations, BVR Waste and Recycling will notify the City's Representative of contingent operations by email and phone call.
- BVR Waste and Recycling is prepared to collect from streets of all sizes and is experienced in doing so with current operations. Special accommodations will be made wherever needed and seen fit.

### **PERSONNEL**

All personnel are cross-trained and supervised accordingly. Cross-training ensures that each employee involved in City of College Station's operations will be able to address any issue, should it arise.

### **OPERATIONS MANAGEMENT**

All Personnel who come into direct contact with the public will be in uniform with appropriate personal protection safety equipment and identification badge. Additionally, they will carry business cards with contact and supervisor information.

***SERVICE YARDS & FACILITIES***

BVR Waste and Recycling will utilize the following facilities for operations, processing, staging, storage and disposal.

| <b><i>OPERATOR</i></b>                                      | <b><i>OWNER</i></b>                                                        | <b><i>TYPE OF FACILITY</i></b>          | <b><i>ADDRESS</i></b>                                   |
|-------------------------------------------------------------|----------------------------------------------------------------------------|-----------------------------------------|---------------------------------------------------------|
| <b>Premier Metal Buyers<br/>RN106489487</b>                 | Brannon Industrial<br>Group, LLC.                                          | Metal Recycling<br>Facility             | 1555 Hwy 36 N<br>Brenham, TX 77833                      |
| <b>BVR Waste &amp;<br/>Recycling<br/>RN105669931</b>        | Brannon Industrial<br>Group, LLC.                                          | Material Recovery &<br>Compost Facility | 8825 Stewarts<br>Meadow<br>College Station, TX<br>77845 |
| <b>Twin Oaks Landfill<br/>RN100630458<br/>Permit – 2292</b> | Brazos Valley Solid<br>Waste Management<br>Agency, Inc.<br>(BVSWMMA, Inc.) | Landfill<br>100+ yr. Capacity           | 2690 SH 30<br>Anderson, TX                              |





## TAB D – REFERENCES

**City of Brenham**

**Dane Rau**

Public Works Director  
200 W. Vulcan  
Brenham, TX 77833  
(979) 337-7407  
[drau@cityofbrenham.org](mailto:drau@cityofbrenham.org)

**City of Rockdale**

**Theresa Burgess**

Utility Administrative Services Director  
505 W Cameron Ave  
Rockdale, TX 76567  
(512) 446-2511  
[theresa@rockdaletx.gov](mailto:theresa@rockdaletx.gov)

**Texas A&M University**

**Nathan Jones**

Director, Environmental Services  
1584 TAMU  
College Station, TX 77843  
(979) 862-4606  
[nathan.jones@tamu.edu](mailto:nathan.jones@tamu.edu)

**Twin Oaks Landfill  
RN100630458  
Permit -2292**

**Samantha Best**

Director and Deputy Director  
2690 SH 30  
Anderson, TX  
(979)764-3878  
[sbest@bvswma.com](mailto:sbest@bvswma.com)

## TAB E – CERTIFICATION, ACKNOWLEDGEMENT OF ANY ADDENDA

## CERTIFICATION

The undersigned affirms that they are duly authorized to execute this contract, that this proposal has not been prepared in collusion with any other firm, and that the contents of this proposal have not been communicated to any other firm prior to the official opening of this proposal. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Standard Form of Agreement (if applicable).

Signed By: Berk Kanyaz Title: CFO

Typed Name: Brandon Roznovsky Company Name: Brannon Industrial Group

Phone No.: 979-830-9060 Fax No.: 979-830-9075

Email: broznovsky@bigcompany.com

Vendor Address: 1555 Hwy 36 N Brenham TX 77833  
P.O. Box or Street City State Zip

Remit Address: 1555 Hwy 36 N Brenham TX 77833  
P.O. Box or Street City State Zip

Company is a publicly traded entity, including a wholly owned subsidiary of the business entity:  
 Yes ☐ No ☒

Federal Tax ID No.: 27-2037777

DUNS No.: 967167987

Date: 12/11/2024

**NOTE:** This form and acknowledged addendums (*if applicable*) must be submitted with proposals under Tab E.

**END OF RFP NO. 25-021**

## CITY STANDARD FORM AGREEMENT

BVR acknowledges the City maintains a Standard Form Agreement is willing to sign such form as it pertains to this proposal and prospective bid award.



## CONCLUSION

In closing, Brannon Industrial Group, LLC is grateful for the opportunity to participate in this bidding process. I also want to express our sincere desire to continue our partnership with the City of College Station.

The City's mission statement "On behalf of the citizens of College Station, home of Texas A&M University, the city council will promote and advance the community's quality of life." BIG shares this goal and will strive with you to provide the utmost quality of service for the City and its citizens.

The values instilled in me by my parents have molded this company into what it is today. It is my responsibility to pass these traits on to my employees to create a culture of empathy, integrity, and passion. Being passionate is what separates good from great organizations. Service is our passion, and waste and recycling are what we know. I look forward to continuing our relationship with the City of College Station for many years to

We are excited at the opportunity to continue supporting the City in its efforts to provide high quality recycling operations. We are confident that we can meet any challenge and stand ready to partner with the City in delivering an effective recycling system.

If you have questions regarding this proposal, feel free to contact us directly at your convenience by email or by phone.

Thank you for your consideration,

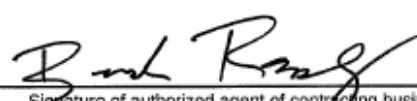
**Blake Brannon**, President

[bbrannon@bigcompany.com](mailto:bbrannon@bigcompany.com)

(979) 525-6052

**Cindy Brannon**, Chairwoman

[cbrannon@bigcompany.com](mailto:cbrannon@bigcompany.com)

| <b>CERTIFICATE OF INTERESTED PARTIES</b>                                                                                                                                                                                                                                                                                                                                                           |                                          | <b>FORM 1295</b><br><small>1 of 1</small>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |              |                          |                                          |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| Complete Nos. 1 - 4 and 6 if there are interested parties.<br>Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.                                                                                                                                                                                                                                                                  |                                          | <b>OFFICE USE ONLY<br/>CERTIFICATION OF FILING</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |              |                          |                                          |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b><br>Brannon Industrial Group<br>BRENHAM, TX United States                                                                                                                                                                                                                 |                                          | <b>Certificate Number:</b><br>2024-1247949<br><br><b>Date Filed:</b><br>12/11/2024<br><br><b>Date Acknowledged:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |              |                          |                                          |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b><br>City of College Station                                                                                                                                                                                                                                                 |                                          | <b>3 Provide the identification number used by the governmental entity or state agency to track and provide a description of the services, goods, or other property to be provided under the contract.</b><br><br>RFP NO. 25-021<br>Recycling Collections for Residential Homes and City-Owned Buildings/Facilities                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |              |                          |                                          |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <b>4</b>                                                                                                                                                                                                                                                                                                                                                                                           |                                          | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 45%;">Name of Interested Party</th> <th rowspan="2" style="width: 35%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 20%;">Nature of interest (check applicable)</th> </tr> <tr> <th style="width: 10%;">Controlling</th> <th style="width: 10%;">Intermediary</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> |              | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) |  | Controlling | Intermediary |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
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| <b>5 Check only if there is NO Interested Party.</b> <input checked="" type="checkbox"/>                                                                                                                                                                                                                                                                                                           |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |              |                          |                                          |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <b>6 UNSWORN DECLARATION</b>                                                                                                                                                                                                                                                                                                                                                                       |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |              |                          |                                          |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| My name is <u>Brandon Roznovsky</u> , and my date of birth is <u>9/24/1981</u> .<br>My address is <u>3170 Rolling Valley Lane</u> , <u>Brenham</u> , <u>TX</u> , <u>77833</u> , <u>US</u> .<br><div style="display: flex; justify-content: space-between; font-size: small;"> <span>(street)</span> <span>(city)</span> <span>(state)</span> <span>(zip code)</span> <span>(country)</span> </div> |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |              |                          |                                          |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| I declare under penalty of perjury that the foregoing is true and correct.                                                                                                                                                                                                                                                                                                                         |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |              |                          |                                          |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| Executed in <u>Washington</u> County, State of <u>Texas</u> , on the <u>11th</u> day of <u>December</u> , 20 <u>24</u> .<br><div style="display: flex; justify-content: space-between; font-size: small;"> <span></span> <span>(month)</span> <span>(year)</span> </div>                                                                                                                           |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |              |                          |                                          |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| <br>Signature of authorized agent of contracting business entity (Declarant)                                                                                                                                                                                                                                   |                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |              |                          |                                          |                                       |  |             |              |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |

**April 10, 2025**  
**Item No. 9.2.**  
**Housing Action Plan Committee Appointment**

**Sponsor:** Tanya Smith, City Secretary

**Reviewed By CBC:** City Council

**Agenda Caption:** Presentation, discussion, and possible action regarding an appointment to the Housing Action Plan Committee.

**Relationship to Strategic Goals:**

Core Services and Infrastructure

**Recommendation(s):** Staff recommends the appointment of the applicant to the Housing Action Plan Committee

**Summary:** City Council adopted a resolution forming the Housing Action Plan at the January 9, 2025 meeting. City Council appointed seven members to the Housing Action Plan Committee on February 27, 2025. A member of the committee, Stephen Grove, has resigned from the Housing Plan Advisory Committee effective March 20, 2025. This item will appoint a member to fill a vacancy to serve an unexpired term. (April 2025 to January 2028)

This committee was reopened for applications on March 24, 2025, advertised and staff has reached out to past applicants to resubmit their applications.

**Budget & Financial Summary:** N/A

**Attachments:**

None

**April 10, 2025**

**Item No. 10.1.**

**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](http://cstx.gov/calendar) and official meetings or public notices are posted at [cstx.gov/agendas](http://cstx.gov/agendas).

Meetings and events from the days of March 27th thru April 10th:

April 12 - Hoppin' Into the Spring with the Annual Easter Celebration

April 13 - Wreaths Across America BV "Support The Greens on the Greens"

April 14 - Bicycle, Pedestrian and Greenway Board Meeting

April 15 - Northgate Small Area Plan Committee Meeting: Draft Plan

April 16 - Exploring History Luncheon

April 17 - Council Legislative Engagement Committee Meeting

April 17 - 20th Tribute Luncheon–Celebration of Community Philanthropy

April 17 - Brazos County Board of Health Board Meeting

April 17 - Business After Hours

April 17 - Planning & Zoning Commission Meeting

April 18 - City Offices Closed - Good Friday

April 21 - Intergovernmental Committee Meeting

April 22 - Neighborhood Seminar Supper

April 23 - Food Truck Wednesday

April 24 - Council Meeting Day

**Budget & Financial Summary:** None.

**Attachments:**

None



**April 10, 2025**

**Item No. 11.1.**

**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