



College Station, TX

Meeting Agenda City Council

1101 Texas Ave, College Station, TX 77840

Internet: www.microsoft.com/microsoft-teams/join-a-meeting

Meeting ID: 287 987 474 175 | Passcode: gZw5cS

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

May 22, 2025

4:00 PM

City Hall Council Chambers

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

1. Call to Order.

2. Executive Session Agenda.

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

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

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

- 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. City of Grand Prairie, et al v. State of Texas Cause No. D-1-GN-23-007785 in the 261st District Court, Travis County.
- e. Legal advice regarding the extra territorial jurisdiction.

2.2. 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. Council Self Evaluation

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

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

- a. Economic Development agreement for a development generally located in 3100 block of Harvey Road.
- b. Economic development agreement for a development generally located at the intersection of FM 2154 and High Prairie Road in the City's ETJ.

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 proclaiming May 2025 as National Tennis Month.**

Sponsors: Tanya Smith

Attachments: 1. 25 National Tennis Month

5.2. Presentation proclaiming the week of May 18-24, 2025, as National Public Works Week.

Sponsors: Emily Fisher

Attachments: 1. 25 Public Works 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:

- May 8, 2025 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM050825 DRAFT Minutes

7.2. Presentation, discussion, and possible action granting the authority to apply for the Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grant.

Sponsors: Billy Couch

Attachments: 1. MVCPA Resolution

7.3. Presentation, discussion, and possible action on a resolution approving an Advance Funding Agreement for Highway Safety Improvement Program Off-System between the City of College Station and the State of Texas, acting through the Department of Transportation for the city's participation in the installation of a signal at William D. Fitch Parkway and Pebble Creek Parkway.

Sponsors: Emily Fisher

Attachments: 1. Resolution WD Fitch and Pebble Creek Pkwy Signal AFA v2
2. William D. Fitch Signal AFA v2

7.4. Presentation, discussion, and possible action on a resolution approving an Advance Funding Agreement for Highway Safety Improvement Program Off-System between the City of College Station and the State of Texas, acting through the Department of Transportation for the city's participation in the installation of a pedestrian crosswalk on Holleman Drive.

Sponsors: Emily Fisher

Attachments: 1. Resolution Holleman Drive Crosswalk AFA v2
2. Holleman Dr Ped Crosswalk v2

7.5. Presentation, discussion, and possible action on a technology services contract with Carahsoft Technology Corporation in the amount of \$163,940 for the purchase of Samsara Camera Hardware and Licensing for Fleet Equipment.

Sponsors: Emily Fisher

Attachments: 1. 25300448 Samsara Contract

7.6. Presentation, discussion, and possible action on the approval of Amendment No. 1 to the Construction Manager at Risk (CMAR) contract with Garney Companies, Inc., accepting the Guaranteed Maximum Price No. 1 (GMP No. 1) of \$3,697,106.35 for the first early works package for the Wells 10, 11, and 12 Project, plus the City's contingency in the amount of \$369,710.64 for a total appropriation of \$4,066,816.98 and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Sponsors: Jennifer Cain

Attachments: 1. 25300059_Wells 10_11_12 Project_CMAR Garney Co_Amd1_GMP1
2. Wells 10,11,12 and Collection Line Location Map
3. New Wells and Collection Line Second DRR (5.22.25)

7.7. Presentation, discussion, and possible action on the BVWACS Annual Operating & Maintenance and Capital budget.

Sponsors: Sam Rivera

Attachments: 1. BVWACS FY2026 Approved Budget - Overview
2. BVWACS FY2026 Approved Budget - Party Breakdown

- 7.8. Presentation, discussion, and possible action on the First Amendment to the Third Restatement of the Interlocal agreement between the BVWACS and the City of College Station to add Robertson County to the interlocal agreement and to have the BVCOG serve as Managing Entity.

Sponsors: Sam Rivera

Attachments: 1. BVWACS Partnership Amendment - Robertson County 2025
2. BVWACS Managing Entity Amendment - Robertson County 2025

8. Workshop Agenda.

- 8.1. Presentation, discussion, and possible action on a Tourism update.

Sponsors: Jeremiah Cook

Attachments: None

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

Sponsors: Ross Brady

Attachments: None

9. Regular Agenda.

- 9.1. Presentation, discussion, and possible action on a resolution directing publication of notice of intention to issue Certificates of Obligation, Series 2025; and providing an effective date.

Sponsors: Mary Ellen Leonard

Attachments: 1. Proposed 2025 Debt Issue
2. Notice Resolution v1

- 9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by amending Ordinance 24-4498 by removing approximately 9.499 acres from the PDD and by changing the zoning district boundaries from PDD Planned Development District to GC General Commercial, O Office, and NAP Natural Areas Protected for approximately 9.499 acres at 505 William D. Fitch Parkway, being Lot 1 & 2, Block 2 and Lot 1, Block 3 of the Phillips Square Subdivision Phase 2, generally located at the terminus of Castle Rock Parkway.

Sponsors: Gabriel Schrum

Attachments: 1. Phillips Square Ordinance
2. Aerial and Small Area Map
3. Background Information
4. Applicant's Supporting Information
5. Rezoning Exhibit
6. Rezoning Map
7. Existing Future Land Use
8. Phillips Square Ph 2 Plat
9. Metes and Bounds

- 9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance adopting the standards of care for the City's Parks and Recreation Department's elementary age (5-13) Youth Recreational Program in compliance with the exemptions for childcare licensing according to Texas Human Resources Code Section 42.041(b)(14).

Sponsors: Gene Ballew

Attachments: 1. 2025 - Standards Of Care Ordinance

- 9.4. Presentation, discussion, and possible action regarding Brazos County MUD #12.

Sponsors: Jennifer Prochazka

Attachments: 1. HB 15735 - Brazos Count MUD #12

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 May 16, 2025 at 5:00 p.m.



City Secretary

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

at least two business days prior to the meeting, the City will make a reasonable attempt to provide the necessary accommodations.

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

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

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

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

May 22, 2025
Item No. 5.1.
National Tennis Month

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming May 2025 as National Tennis Month.

Relationship to Strategic Goals:

Recommendation(s):

- Good Governance

Summary:

Budget & Financial Summary:

Attachments:

1. 25 National Tennis Month



Proclamation

WHEREAS, on May 21, 1881, the USTA, originally known as the United States National Lawn Tennis Association, was founded in New York City, New York, to create rules and standards for the emerging game of lawn tennis; and

WHEREAS, the USTA is the nonprofit, national governing body for tennis in the United States with over 550,000 members from every corner of the country, and leads the promotion and growth of the sport at every level of play, from beginners to professionals at the US Open; and

WHEREAS, the USTA proudly partners with local tennis programs, such as the Brazos Valley Tennis Association (BVTA) to showcase the important health, social, and educational benefits of tennis, and make the sport available to everyone, regardless of age, environment, condition, or ability, through its USTA Adaptive grants; and

WHEREAS, the latest research by the Physical Activity Council shows that more than 25.7 million Americans played tennis in 2024, an unprecedented 46 percent increase in participation over 2019 and the highest number of players since the PAC study began in 2007; and

WHEREAS, by increasing the accessibility of tennis for citizens of College Station of all ages and ability, the USTA has contributed to making our community happier and healthier; and

WHEREAS, USTA has declared the month of May as National Tennis Month to encourage players, organizations, facilities, retailers, tennis manufacturers and more to promote local programs and activities, at parks and facilities to showcase tennis and spread the word about the sport and its benefits, and to help players and non-players alike find courts and play opportunities in their communities.

NOW, THEREFORE, be it resolved that by virtue of the authority vested in me, John P. Nichols, Mayor of College Station, do hereby proclaim May 2025 as

National Tennis Month

and hereby urge the citizens of College Station to become aware of and support National Tennis Month.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of College Station to be affixed this May 22, 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

May 22, 2025
Item No. 5.2.
National Public Works Week

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming the week of May 18-24, 2025, as National Public Works Week.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

1. 25 Public Works Week



Proclamation

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as streets, public buildings, transportation, and solid waste collection; and

WHEREAS, the health, safety, and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, John P. Nichols, by virtue of the authority vested in me as Mayor of the City of College Station, Texas, do hereby proclaim the week of May 18th through 24th, 2025 as

National Public Works Week

and call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 22nd day of May 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

May 22, 2025
Item No. 7.1.
May 8th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

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

- May 8, 2025 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM050825 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
MAY 8, 2025

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

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

City Staff:

Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, City Attorney
Leslie Whitten, Deputy City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on May 8, 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, §551.086-Competitive Matters, and §551.087-Economic Incentive Negotiations and the College Station City Council convened into Executive Session at 4:01 p.m. on May 8, 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 472nd District Court, Brazos County.
- Legal advice related to the Midtown Development and Rock Prairie MMD No. 2.

- Legal advice regarding the process to acquire property needed for the TXDOT State Highway 6 Widening Project.

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:

- Council Self-Evaluation

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

- Power Supply

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

- Economic Development agreement for a development generally located in 3100 block of Harvey Road.
- Economic development agreement for a development generally located at the intersection of FM 2154 and High Prairie Road in the City's ETJ.
- Economic development agreement for a development generally located at the intersection of University Drive East and Tarrow Street.

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 6:12 p.m. No action was taken.

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

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming College Station as a "Tourism Friendly City."

Mayor Nichols presented a proclamation to Jeremiah Cook, Assistant Tourism Director, Michael Ostrowski, Chief Development Officer and the Tourism Staff, recognizing College Station as a "Tourism Friendly City."

5.2. Presentation proclaiming the week of May 11-17, 2025 as "Economic Development Week."

Mayor Nichols presented a proclamation to Michael Ostrowski, Chief Development Officer and the Economic Development Staff, recognizing May 11-17, 2025 as "Economic Development Week."

5.3. Presentation proclaiming the week of May 12-17, 2025 as "Salvation Army Week."

Mayor Nichols presented a proclamation to Captain Luis Villanueva, recognizing May 12-17, 2025 as "Salvation Army Week."

6. Hear Visitors Comments.

No one signed up to speak.

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.

No items were pulled for clarification.

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

- **April 24, 2025 Council Meeting**

7.2. Presentation, discussion, and possible action on a contract with Jaco Roofing & Construction, Inc. in the amount of \$146,970 for the roof replacement at 1207 Texas Avenue.

7.3. Presentation, discussion, and possible action on a Professional Services Contract with Freese and Nichols, Inc (FNI). in the amount of \$1,116,334, for the design and construction administration for the Alum Creek Trunkline Project.

7.4. Presentation, discussion, and possible action regarding a contract with TIP Strategies, Inc., for consultant services related to an update of the City's Economic Development Master Plan in an amount not to exceed \$145,000.

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

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action regarding an update on the street maintenance program.

Emily Fisher, Public Works Director, provided an update on the street maintenance program, including the city-wide summation, the revised average PCI by maintenance sub-area (weighted) FY24 & FY25, and pavement conditions. A summary of the areas covered by the present and upcoming street repair plans for FY2025–2028 was also given by Mrs. Fisher. In addition to an Open House for Street Maintenance on Wednesday, May 28, 2025 at 6:00 p.m. at City Hall – Bush 4141, the initial improvements included Kalanchoe Court and Eastmark Drive.

8.2. Presentation, discussion, and possible action on the history of the Midtown Development and Rock Prairie MMD No. 2 in College Station.

Jennifer Prochaska, Assistant City Manager, presented an overview of the history of Midtown. In 2017 the Future Land Use and Character Map amendment request and the Bicycle, Pedestrian Greenways Master Plan amendment. The Developer provided a presentation on the College Station Medical

District and Town Center; Item 4 - PDD to provide a variety of residential, office, and retail opportunities in an urban environment with park, lake, and trail amenities.

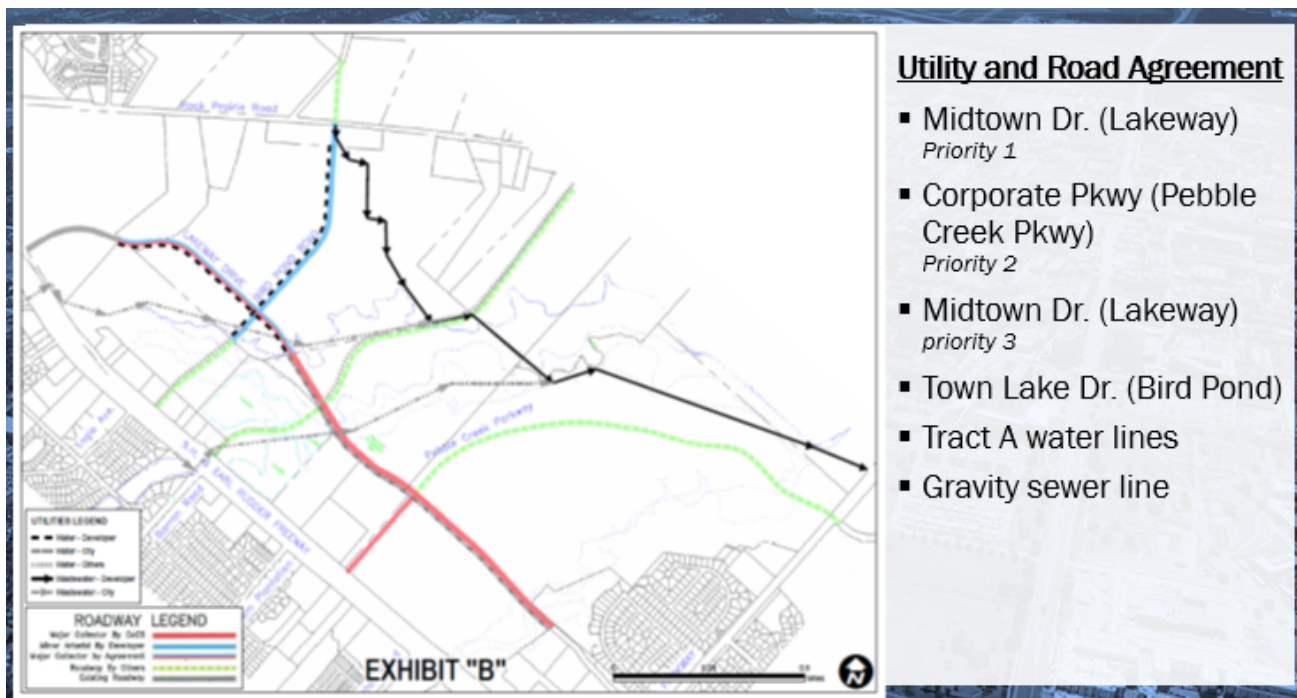
- 2012- Medical District Master Plan
- 2012- MOA – Medical District Urban Center
- 2013- Municipal Management District One & Two
- 2013- Tax Increment Reinvestment Zones 18 & 19
- 2015- Economic Development Agreement
- 2017- Midtown PDD zoning
- 2018- CS Business Center Master Plan & Co-branding efforts
- 2019- Rename Midtown Drive & name TIBP at Midtown

Mrs. Prochaska, explained that the Medical District Master Plan includes the following: \$15 million in transportation bond funds, the Municipal Management District (MMD), the Tax Increment Reinvestment Zone (TIRZ), private development/investment, and east side funding tools. The district boundaries on the east side, two significant tracts (Developer & Spring Creek Corporate Campus), and the east side's relative lack of development are the main topics of this conversation. The Plan recognized the need for regional infrastructure in this area and suggested that the city contribute more to or finance the initial primary infrastructure, which would serve as solid foundations for future growth. With an emphasis on health and wellness, it was intended to be a distinctive location for employment, travel, residence, recreation, and medical care. Through district management, physical improvements, etc., the area—which is primarily made up of various land uses, businesses, and property owners acting independently of one another—seeks to integrate the whole. This includes creating a distinctive location for people to work, visit, live, play, and seek medical attention, as well as physically integrating parts for a better whole.

EDA & Infrastructure & Development Agreement

<u>Developer</u>	<u>City</u>
▪ Detention pond ▪ Roads ▪ Water + sewer ▪ Sewer easement	▪ 30% reduction on Infrastructure review and inspection fees ▪ \$15M in bond-funded roadway infrastructure ▪ Cannot build mixed-use on City property for 10 years
<u>Performance Criteria</u>	<u>Financial Incentive to Developer</u>
▪ \$50M increase in value ▪ 150k <u>s.f.</u> non-residential in mixed use ▪ All developer infrastructure	▪ Annual payment of ALL City property tax increment on Tract A

Regarding important infrastructure, the City consented to: Pebble Creek Drive/Lakeway Drive: 2008 bond funds. In order to build Lakeway, the developers must start building: Water and Sanitary Sewer Line to W. D. Fitch-Conrad & Nelson Tracts via Bird Pond Road



Mrs. Prochaska went on to give details about completed area infrastructure projects such as: the Lick Creek Greenway Trail, the Rock Prairie Road Bridge, the Elevated Storage Tank (with a consultant's recommendation), and decided to brand all CS water towers for the City rather than by areas, such as schools), and Texas Independence Park in Midtown.

- 2015- Rock Prairie Road overpass expansion
- 2015- Lick Creek Trail extension
- 2018- Lakeway Drive Extension (both phases)
- 2018- Corporate Parkway Extension
- 2021- Midtown Drive Trail head
- 2023- Carter Creek Gravity Trunkline
- 2023- Rock Prairie Elevated Storage Tank
- 2025- Carter Creek Diversion Force Main and Lift Station
- 2025- Texas Independence Park at Midtown Design
- 2025- Rock Prairie Road Widening

She went on to provide information on the PDD Zoning – Midtown, Co-branding & Marketing, Signage, and Recreation Study.

Modifications granted

- Section 12-5.1.J.1 Supplemental Standards for Mixed Use
- Section 12-5.2 Residential Dimensional Standards
- Section 12-7.2.H.3.b Low-Density Residential Protection
- Section 12-7.3 Off-Street Parking Standards
- Section 12-7.5.C Summary of Permitted Signs
- Section 12-7.6 Landscape and Tree Protection
- Section 12-7.7 Buffer Requirements
- Section 12-8.3 General Requirements & Minimum Standards of Design for Subdivisions within the City Limits

Midtown Recap

	Requirement	Complete?	Result
City	Reduce fees on specific infrastructure projects	✓	District receives annual contract payment of ALL City property tax increment on Tract A until 2036. Including years from 2016 until requirements are met.
	Non-compete agreement for 10 years	✓	
Developer	\$50 Million added value	✓	
	150k S.F. non-residential mixed-use development	✗	
	Development infrastructure	✓	

- City constructed area infrastructure \$48M
- Future City constructed area infrastructure \$60M+
- 2024 TIRZ balance \$1.5M
- Projecting \$900K in 2025 added to TIRZ
- MMD tax set at \$0.65
- Parkland & Impact Fee Credits

Mayor Nichols opened for Citizen Comments.

James Murr, College Station, Developer and Partner to 2015 Economic Development Agreement provided his perspective on the history with Midtown and the city's participation. He believes that the modification of the Medical District Master Plan and later imposition of higher impact fees has been a detriment to development in the area. His solution is a public-private partnership which would work to put amenities in the area including retail, regional entertainment services such as a water park, and convention center.

Shelby Behm, College Station, addressed the council regarding what she feels is a failure to live up to the commitments made to Midtown and their impact on the community, including increased property taxes. She outlined the components of successful Municipal Management Districts and believes the city has failed to prioritize development in Midtown. To redeem the situation the city should commit to some form of recreation center or convention center in the area, increase visibility and aesthetics, and provide additional tax incentives.

Mayor Nichols recessed the Council Meeting at 8:47 p.m.

The Council Meeting was reconvened at 8:54 p.m.

Caleb Jentsch, College Station, emphasized the word "promises," noting that Midtown residents feel let down by unfulfilled promises. They expected hotel rooms and restaurants as advertised, believing these would bring opportunities to their area.

Michael Bozardt, College Station, questioned whether the developer was financially able to build a recreation center, but if he was it would bypass any bonds needed by the city and reduce the tax burden on residents.

Rick Dusold, College Station, pointed out that the council approves the membership of the MMD and has some ability to affect what happens in the district. He also stated that the tax rate is higher than

the city tax, adds to the total tax rate, and current Midtown residents have not seen benefits from this tax.

Eddie Damanafshan, College Station, addressed the Council on concerns regarding what he sees as the city's abandonment of the commercial development in the Midtown area. He went on to state they have seen a 30% increase in their MMD tax rate and the city should avoid the Mall and place a future recreation center in Midtown.

Nicolette English, College Station, stated that pointing fingers at different parties will not correct this situation but investment in the area will.

Josh Landman, College Station, stated that he has worked on developments in the area and believes that a large regional attraction is just what the area needs to spur additional investment in the area.

Sergio Garcia, College Station, came to emphasize that the amenities promised when he purchased his home never materialized and taxes are too high.

Stacy Dieffenbach, College Station, said she built her home in Midtown based on site plans and what she feels were promises made to her when she bought her home. She believes in the potential of the area and with the proper investment it would live up to the promises.

Debbie Drastata, College Station, stated that she is fine with paying more taxes if the promised developments are realized.

Sylvia Reza, College Station, stated she is a retired teacher who bought the area based on the proposed amenities which have not been realized.

Kyle Eubank, College Station, stated that he and his wife built a home in the area based on what was proposed at the time. He believes that aligning future growth with the Midtown area and coupling that with a recreation center would fulfill the original vision.

Roberto M. Bendana, College Station, believes that communication and transparency have been lacking from the city. He asked that the city present a timeline for future improvements to the area.

Kathleen Hull, College Station, stated she is still waiting to get the amenities she feels were promised to her when she purchased her home.

Kelsey Evancho Barbero, College Station, stated that the Midtown community feels let down by the actions of the city and lack of new development.

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

A consensus of the Council directed staff to work with developers on a proposal for vetting and evaluation, bring back final design and placement of monument signs in the district, report back on the current state of wayfinding signage propose upgrades as needed, bring back additional reports on impact fees and credits, and an update on the financial status of Rock Prairie Management District 2.

8.3. Presentation, discussion, and possible action regarding legislative engagement efforts.

Ross Brady, Chief of Staff, stated this item allows the Council to talk about legislation and the City's efforts to connect with the State Legislature. Mr. Brady did give an update on Representative Dyson's Impact Fee Bill 5489 was left pending after a hearing in the House Senate Resource Committee during which the city attended and provided testimony. He added that he met with the Calendars Committee leaders to voice opposition to Senate Bill 1567 which is waiting for a hearing date. Previously the city had earlier voiced opposition to House Bill 2797, which is connected to SB1567. Lastly, Mr. Brady spoke about the upcoming Chamber of Commerce Legislative trip to Washington, DC.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4590 on Budget Amendment 2 amending Ordinance No. 2024-4539 which will amend the budget for the 2024-2025 Fiscal Year in the amount of \$2,375,667.

Mary Ellen Leonard, Finance Director, stated that the proposed budget amendment is to increase the FY25 budget appropriations by \$2,375,667 primarily for the addition of two police officers and twelve firefighters via grant funding and a new district manager in the Northgate Fund. This amendment included the replacement of a total police car, use of fund balance in the Drainage Fund for culvert repairs, and the recognition of funding for a structural wall and other minor additions at the Fun for All playground. A cash for capital transfer between the Electric Operating Fund and Electric Capital Improvement Projects Fund is also presented for approval. This increased transfer will eliminate the need to issue debt in FY25 for Electric capital projects. approved, the net revised 2024-2025 budget appropriations will be \$558,545,110.

Summary of Budget Amendment No. 2

FY25 PROPOSED BUDGET AMENDMENT ITEMS		
Description	Fund	Amount
Grant Award - Expenditures / Match		
Police - CIT Mental Health Peace Officers * (2.0 FTEs)	General	\$ 554,400
Fire - SAFER Grant funded staff for Fire Station #7 * (12.0 FTEs)	General	697,361
Replace Totaled Police Vehicle	General	98,000
District Manager Position * (1.0 FTE)	Northgate	62,360
Emergency Culvert Repair - Holleman	Drainage	500,000
Fun for All Donor Plaza Project	Fun for All	463,546
Total Budget Increase:		<u>\$ 2,375,667</u>

Budget also increases headcount employed by 15.0 FTEs

INTERFUND TRANSFER ITEMS **		
Description	Fund	Amount
Electric Cash for Capital	Electric Operating to Electric Capital	15,000,000

Mrs. Leonard stated that Interfund transfers have no impact on the budget.

Revised Net Budget Summary

BUDGET	AMOUNT
Approved Budget	\$ 541,450,684
Budget Amendment #1	14,718,759
Budget Amendment #2	2,375,667
Revised Budget	\$ 558,545,110

At approximately 10:35 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 10:36 p.m.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Shafer the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4590, on Budget Amendment 2 amending Ordinance No. 2024-4539 which will amend the budget for the 2024-2025 Fiscal Year in the amount of \$2,375,667 and the Interfund transfers. The motion carried unanimously.

9.2. Presentation, discussion, and possible action on Resolution No. 05-08-25-9.2 of the City Council of the City of College Station, Texas, determining that a public utility easement containing two parcels, totaling approximately 1.69 acres of land, is needed and needs to be acquired from POM-College Station, LLC, for the construction, operation, and maintenance of a public utility easement, as a part of the utility relocations required by the upcoming widening of State Highway 6 by the Texas Department of Transportation ("TxDOT"); and authorizing the institution of eminent domain proceedings.

Jennifer Cain, Capital Project Director, stated that TxDOT is currently designing a project to widen State Highway 6, from State Highway 21 in Bryan to just north of State Highway 40 in College Station. Construction of the TxDOT project is planned to begin in Summer 2025 and utilities must be relocated as soon as possible to facilitate TxDOT's proposed construction schedule. POM-College Station, LLC, the landowner, has requested condemnation of the needed easements to facilitate and expedite acquisition due to required lienholder consent, as well as the consent of multiple tenants. The landowner has indicated that they are agreeable to the initial offer of \$529,776 which was based on an appraisal report completed by Allen, Williford & Seale Inc., for the two tracts that will contain the easement. An approved budget is included for this project in the Electric Fund, which has a sufficient balance remaining for this easement acquisition and future costs.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith the City Council voted seven (7) for and none (0) opposed, to Resolution No. 05-08-25-9.2 authorizing the use of the power of eminent domain to acquire the Public Utility Easement described in said resolution for the construction, operation, and maintenance of a Public Utility Easement. The motion carried unanimously.

Recorded Vote:

Mayor Nichols – aye

Councilmember Smith – aye

Councilmember Wright – aye

Councilmember White – aye

Councilmember McIlhaney – aye

Councilmember Yancy – aye

Councilmember Shafer - aye

9.3. Presentation, discussion, and possible action regarding Ordinance No. 2025-4591 amending Chapter 18, "Health" of the Code of Ordinance by adding sections relating to public pool inspections.

Ross Brady, Chief of Staff, stated that at the March 27th, 2025, City Council meeting, the Brazos County Health District made a presentation regarding the need for a pool inspection program to be administered by the Health District. At that time, the Council directed staff to bring back an ordinance establishing a pool inspection program. Staff worked with the Health District to draft the ordinance before you. While the inspections will be administered by the Health District, the city must pass an ordinance to require the inspections and to authorize the Health District to carry them out.

- Amendment to the Code of Ordinances – Chapter 18 “Health”
 - ✓ State Law Reference – Texas Health & Safety Code Chapter 341
- Permit required
- Inspections
 - ✓ Pre-operational Inspection
 - ✓ Annual & reactive inspections
 - ✓ Pass/Fail
- Corrections
 - ✓ Closure if an imminent health or safety hazard exists
 - ✓ Permit holders have the right to appeal

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember Yancy the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4591, amending Chapter 18, "Health" of the Code of Ordinance by adding sections relating to public pool inspections. The motion carried unanimously.

9.4. Presentation, discussion, and possible action regarding the appointment of Samuel Kerbel (Position No. 4) and Logan Lee (Position No. 5) to the board of directors for Rock Prairie Management District No. 2.

Tanya Smith, City Secretary, stated that on behalf of the Rock Prairie Management District No. 2, they request that the City Council of the City of College Station appoint Samuel Kerbel (Position No. 4) and Logan Lee (Position No. 5), to terms ending June 1, 2029, as recommended. Directors Kerbel and Lee are currently serving as directors on the board.

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Wright the City Council voted seven (7) for and none (0) opposed, to approve as requested by the Board the appointment of Samuel Kerbel (Position No. 4) and Logan Lee (Position No. 5) to the board of directors for Rock Prairie Management District No. 2, with terms ending June 1, 2029, as recommended.. The motion carried unanimously.

10. Items of Community Interest and Council Calendar: The Council may discuss upcoming events and receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled

to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

Councilmember Smith reported on Citizens University Graduation.

Mayor Nichols reported on the opening of the Lucky Goat Coffee in Jones Crossing.

Councilmember Shafer reported on an upcoming event Celebrate the Arts.

Councilmember Wright reported on an upcoming event, unveiling the new College Station History Book.

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 Smith reported on Sister Cities Meeting.

Councilmember Shafer reported on Cycle with Council.

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.

Councilmember Wright requested an update on wayfinding signs.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 11:02 p.m. on Thursday, May 8, 2025.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

May 22, 2025

Item No. 7.2.

Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grant

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action granting the authority to apply for the Motor Vehicle Crime Prevention Authority SB 224 Catalytic Converter Grant.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Recommend the City Council approve the resolution allowing the College Station Police Department to apply for FY 26 grant funds from the Motor Vehicle Crime Prevention Authority (MVCPA) under SB 224 - Catalytic Converter Grant.

Summary: The Motor Vehicle Crime Prevention Authority (MVCPA) Grant funds, if awarded, will be used to contract with Flock Safety to have automatic license plate reader cameras installed at major inlets and outlets in the city as well as key points within the city to help reduce crime related to auto thefts. These crimes can include, but are not limited to: stolen vehicles, burglaries, catalytic converter thefts, thefts of accessories from vehicles, the use of vehicles in ATM thefts, etc. The MVCPA grants are funded through insurance fees and are not contingent on tax dollars. The grant is a 1-year grant with the ability to apply for and renew every year.

Budget & Financial Summary: 20% match required. The total project cost is \$361,790. The MVCPA funds will cover \$301,492. Our 20% match requirement is \$60,298. Funds for this grant from the MVCPA are built into legislation which requires insurance companies to charge a fee to all drivers in Texas, which is paid to the MVCPA to fund these grants.

Attachments:

1. MVCPA Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION AUTHORIZING THE CHIEF OF POLICE TO EXECUTE APPLICATION NECESSARY DOCUMENTS TO SUBMIT TO THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY FOR FUNDING THROUGH THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY SB 224 CATALYTIC CONVERTER GRANT PROGRAM ON BEHALF OF THE CITY AND TO ACT ON ITS BEHALF WITH RESPECT TO ANY ISSUES ARISING DURING THE APPLICATION PROCESS.

WHEREAS, the City Council of College Station finds it in the best interest of the citizens of College Station that the College Station Police Department Motor Vehicle Crime Prevention SB 224 Catalytic Converter grant be applied for and administered for FY 2026; and

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement agencies for economic automobile theft enforcement teams and to combat motor vehicle theft, including catalytic converter theft in the jurisdiction; and

WHEREAS, this grant program will College Station to combat catalytic converter theft in the City of College Station; and

WHEREAS, the City Council of College Station agrees to provide applicable matching funds for the Motor Vehicle Crime Prevention Program as required by the Motor Vehicle Crime Prevention Authority application; and

WHEREAS, the City Council of College Station agrees that in the event of loss or misuse of the Motor Vehicle Crime Prevention funds, the City of College Station assures that the funds will be returned to the Motor Vehicle Crime Prevention Authority in full; and

WHEREAS, the City Council of College Station designates the Chief of Police as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City of College Station.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of College Station approves submission of the Motor Vehicle Crime Prevention grant application to the Motor Vehicle Crime Prevention Authority.

PART 1: That the City Council authorizes the Chief of Police as the authorized official to execute documents necessary for the submission of the Motor Vehicle Crime Prevention application, to the Motor Vehicle Crime Prevention Authority on behalf of the City of College Station and to act on its behalf with respect to any issues that may arise during processing of said application.

PART 2: That the Chief of Police as the authorized official is given the power to apply for, accept, reject, alter or terminate the Motor Vehicle Crime Prevention Authority grant application on behalf of the City of College Station.

PART 3: That Kathryn Reiter, Administrative Lieutenant, is designated as the program Director and Michael D. Dehaven, Assistant Director of Finance, is designated as the Financial Officer for this grant.

PART 4: That the City Council of College Station agrees in the event of loss or misuse of the funds, the City of College Station assures the funds will be returned in full to the Motor Vehicle Crime Prevention Authority.

PART 5: That this resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

May 22, 2025
Item No. 7.3.
AFA for Pebble Creek Pkwy Signal

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution approving an Advance Funding Agreement for Highway Safety Improvement Program Off-System between the City of College Station and the State of Texas, acting through the Department of Transportation for the city's participation in the installation of a signal at William D. Fitch Parkway and Pebble Creek Parkway.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval of the resolution.

Summary: As part of its Highway Safety Improvement Program, the Texas Department of Transportation is contributing construction funding and oversight for the installation of a traffic signal on William D. Fitch Parkway and Pebble Creek Parkway. The city is responsible for the design of the signal, certain direct state costs, and construction overruns, if any, for the project. TxDOT will be responsible for managing and funding the construction of the signal. Design costs and direct state costs (city portion) are estimated at \$101,913. Construction costs (TxDOT portion) are estimated at \$533,414.

This resolution authorizes the city manager to execute the Advance Funding Agreement with TxDOT.

Budget & Financial Summary: Budget for this project in the amount of \$750,000 is included in the Streets Capital Improvement Projects Fund. The project was budgeted at the full amount to install the signal. With TxDOT's contribution, it is anticipated that the project will come in significantly under budget.

Attachments:

1. Resolution WD Fitch and Pebble Creek Pkwy Signal AFA v2
2. William D. Fitch Signal AFA v2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION (“TxDOT”) FOR TRAFFIC SIGNAL IMPROVEMENTS ON WILLIAM D. FITCH PARKWAY AT PEBBLE CREEK PARKWAY.

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116752 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as signal installation William D. Fitch Parkway at Pebble Creek Parkway (the “Project”); and

WHEREAS, the City of College Station desires to participate in the Project by funding portions of the Project including environmental and engineering costs, including cost overruns, if any, for the installation of a traffic signal; and

WHEREAS, the City of College Station desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

PART 1: That the City Council hereby approves the agreement with TxDOT to contribute certain costs associated with the Project.

PART 2: That the City Council hereby authorizes the City Manager to execute the agreement.

PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this ____ day of _____, A.D. 2025.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

TxDOT:				Federal Highway Administration:	
CCSJ #	0917-29-149	AFA ID	Z00011474	CFDA No.	20.205
AFA CSJs	0917-29-149			CFDA Title	Highway Planning and Construction
District #	17 - BRY	Code Chart 64#	09050-City of College Station		
Project Name	William D. Fitch at Pebble Creek Signal Installation			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT For Highway Safety Improvement Program Off-System

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of College Station**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **signal installation William D. Fitch Parkway at Pebble Creek Parkway**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____, which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

TxDOT:				Federal Highway Administration:	
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District #	17 - BRY	Code Chart 64#	09050-City of College Station		
Project Name	William D. Fitch at Pebble Creek Signal Installation			<i>AFA Not Used For Research & Development</i>	

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1	Local Government*	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the installation of a signal on William D. Fitch Parkway at Pebble Creek Parkway, as shown on Attachment A.

4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled "Local Government Project Procedures and Qualification for the Texas Department of

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Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.

- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
- G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State’s written notification of additional funds being due.

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- H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
- I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
- J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
- L. The State will not pay interest on any funds provided by the Local Government.
- M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
- N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
- O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.

TxDOT:				Federal Highway Administration:	
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AFA CSJs	0917-29-149			CFDA Title	Highway Planning and Construction
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Project Name	William D. Fitch at Pebble Creek Signal Installation			<i>AFA Not Used For Research & Development</i>	

- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

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8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and

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the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.
- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will

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be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and

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credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.

- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

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If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of College Station ATTN: Director of Public Works P.O. Box 9960 College Station, TX 77842	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a

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monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway

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Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

- B. **Nondiscrimination:** The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. **Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. **Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. **Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

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26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that

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LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure*

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by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this

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certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance

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Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

Signature

Typed or Printed Name

Typed or Printed Title

Date

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

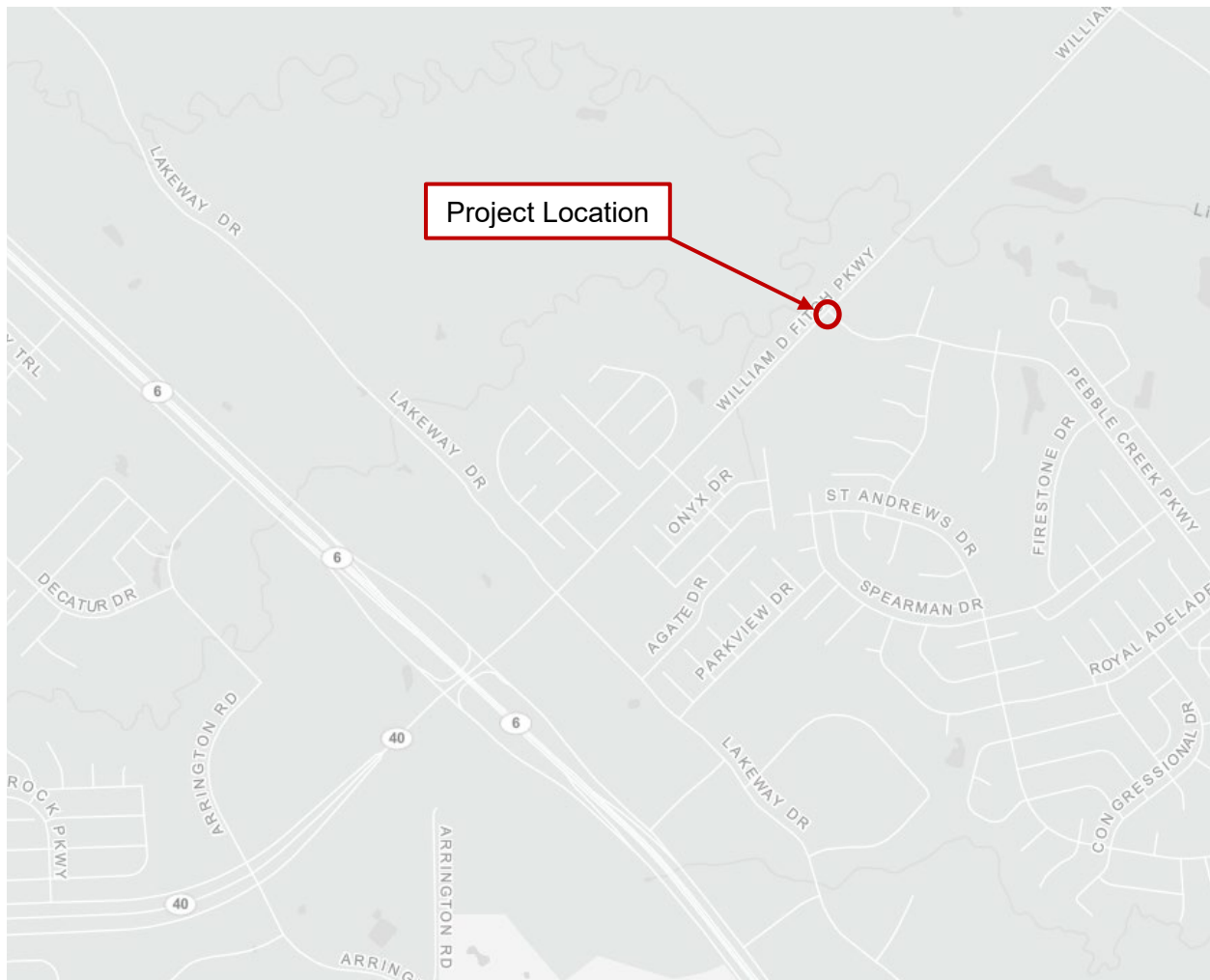
Typed or Printed Title

Date

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ATTACHMENT A LOCATION MAP SHOWING PROJECT

CSJ 0917-29-149
William D. Fitch Parkway at Pebble Creek Parkway



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ATTACHMENT B PROJECT BUDGET

Construction costs will be allocated based on 100% Federal funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the cost overruns.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (By Local Government)	\$1,937	0%	\$0	0%	\$0	100%	\$1,937
Engineering (By Local Government)	\$62,637	0%	\$0	0%	\$0	100%	\$62,637
Construction (By State)	\$533,414	100%	\$533,414	0%	\$0	0%	\$0
Subtotal	\$597,988		\$533,414		\$0		\$64,574
Utilities (Direct State Cost)	\$2,987	0%	\$0	0%	\$0	100%	\$2,987
Environmental (Direct State Cost)	\$2,614	0%	\$0	0%	\$0	100%	\$2,614
Engineering (Direct State Cost)	\$5,601	0%	\$0	0%	\$0	100%	\$5,601
Construction (Direct State Cost)	\$22,403	0%	\$0	0%	\$0	100%	\$22,403
Right of Way (Direct State Cost)	\$3,734	0%	\$0	0%	\$0	100%	\$3,734
Indirect State Costs (5.29%)	\$1,975	0%	\$0	100%	\$1,975	0%	\$0
TOTAL	\$637,302		\$533,414		\$1,975		\$101,913

Initial payment by the Local Government to the State: \$5,601.00

Payment by the Local Government to the State before construction: \$31,738.00

Estimated total payment by the Local Government to the State \$37,339.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

May 22, 2025
Item No. 7.4.
Holleman Drive Crosswalk AFA

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution approving an Advance Funding Agreement for Highway Safety Improvement Program Off-System between the City of College Station and the State of Texas, acting through the Department of Transportation for the city's participation in the installation of a pedestrian crosswalk on Holleman Drive.

Relationship to Strategic Goals:

1. Core Services and Infrastructure
2. Improving Mobility

Recommendation(s): Staff recommends approval of the resolution.

Summary: As part of its Highway Safety Improvement Program, the Texas Department of Transportation is contributing construction funding and oversight for the installation of a pedestrian crosswalk and rapid flashing beacon on Holleman Drive near Texas Avenue. The crosswalk will be installed near the HEB on Holleman Drive at a frequent location for pedestrian crossings. The installation includes all striping, signage, and rectangular rapid flashing beacons (RRFB). The city is responsible for the design of the crosswalk, certain direct state costs, and construction overruns, if any, for the project. TxDOT will be responsible for managing and funding the construction of the signal. Design costs and direct state costs (city portion) are estimated at \$62,758. Construction costs (TxDOT portion) are estimated at \$105,103.

This resolution authorizes the city manager to execute the Advance Funding Agreement with TxDOT.

Budget & Financial Summary: Budget for this project is available in Public Works Traffic Engineering Operating funds.

Attachments:

1. Resolution Holleman Drive Crosswalk AFA v2
2. Holleman Dr Ped Crosswalk v2

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING EXECUTION OF AN ADVANCE FUNDING AGREEMENT WITH THE STATE OF TEXAS ACTING THROUGH THE TEXAS DEPARTMENT OF TRANSPORTATION (“TxDOT”) FOR THE INSTALLATION OF A CROSSWALK ON HOLLEMAN DRIVE NEAR TEXAS AVENUE.

WHEREAS, the Texas Transportation Commission passed Minute Order Number 116752 authorizing the State to undertake and complete a highway improvement or other transportation project generally described as the installation of pedestrian crosswalk (the “Project”); and

WHEREAS, the City of College Station desires to participate in the Project by funding portions of the Project including environmental and engineering costs, including cost overruns, if any, for the installation of a crosswalk; and

WHEREAS, the City of College Station desires to reaffirm its support of the Project, approve and authorize the execution of an Advance Funding Agreement (AFA) with TxDOT for the Project.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS:

- PART 1: That the City Council hereby approves the agreement with TxDOT to contribute certain costs associated with the Project.
- PART 2: That the City Council hereby authorizes the City Manager to execute the agreement.
- PART 3: That this resolution shall take effect immediately from and after its passage.

ADOPTED this ____ day of _____, A.D. 2025.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

TxDOT:				Federal Highway Administration:	
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Project Name	Holleman Drive – Ped Crosswalk			AFA Not Used For Research & Development	

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT **For** **Highway Safety Improvement Program** **Off-System**

THIS AGREEMENT (Agreement) is made by and between the State of Texas, acting by and through the **Texas Department of Transportation** called the “State”, and the **City of College Station**, acting by and through its duly authorized officials, called the “Local Government”. The State and Local Government shall be collectively referred to as “the parties” hereinafter.

WITNESSETH

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes, and

WHEREAS, the Texas Transportation Code, Section 201.103 establishes that the State shall design, construct and operate a system of highways in cooperation with local governments, and Section 222.052 authorizes the Texas Transportation Commission to accept contributions from political subdivisions for development and construction of public roads and the state highway system within the political subdivision, and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds, and

WHEREAS, the Texas Transportation Commission has codified 43 TAC, Rules 15.50-15.56 that describe federal, state, and local responsibilities for cost participation in highway improvement and other transportation projects, and

WHEREAS, the Texas Transportation Commission passed Minute Order Number **116752** authorizing the State to undertake and complete a highway improvement or other transportation project generally described as **the installation of pedestrian crosswalk**. The portion of the project work covered by this Agreement is identified in the Agreement, Article 3, Scope of Work (Project), and

WHEREAS, the Texas Transportation Commission has not authorized funding for the construction of the highway improvement or other transportation project and the project is not currently listed and approved for construction in the Unified Transportation Program (UTP) or Statewide Transportation Improvement Program (STIP). This Agreement does not represent a commitment to future project funding for any project elements, including construction, not

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specifically outlined in the Agreement. Costs not specifically identified as reimbursable under this Agreement will not be requested or reimbursed.

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution, ordinance, or commissioners court order dated _____ which is attached to and made a part of this Agreement as Attachment C, Resolution, Ordinance, or Commissioners Court Order (Attachment C). A map showing the Project location appears in Attachment A, Location Map Showing Project (Attachment A), which is attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth in this Agreement, it is agreed as follows:

AGREEMENT

1. Responsible Parties:

For the Project covered by this Agreement, the parties shall be responsible for the following work as stated in the article of the Agreement referenced in the table below:

1.	Local Government*	Utilities	Article 8
2.	Local Government	Environmental Assessment and Mitigation	Article 9
3.	Local Government	Architectural and Engineering Services	Article 11
4.	State	Construction Responsibilities	Article 12
5.	Local Government*	Right of Way and Real Property	Article 14

An asterisk next to the party responsible for specific work in the above table indicates that the associated specific work is not anticipated as part of the Project and is therefore not included in the budget; however, the party indicated will be responsible for that specific work if that work is not the subject of another agreement and the State determines that the specific work has become necessary to successful completion of the Project.

2. Period of the Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until the Project is completed or unless terminated as provided below.

3. Scope of Work

The scope of work for the Project consists of the installation of pedestrian crosswalk on Holleman Drive, from 0.1 mi W of Texas Ave (BS 6R), to 0.2 mi W of Texas Ave (BS 6R) Texas as shown on Attachment A.

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4. Project Sources and Uses of Funds

The total estimated cost of the Project is shown in Attachment B, Project Budget (Attachment B) which is attached to and made a part of this Agreement.

- A. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training. If federal funds are being used, the training must be completed before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled “Local Government Project Procedures and Qualification for the Texas Department of Transportation” and retains qualification in accordance with applicable TxDOT procedures. Upon request, the Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not continuously designated in writing a qualified individual to work actively on or to directly oversee the Project.
- B. The expected cash contributions from the federal government, the State, the Local Government, or other parties are shown in Attachment B. The State will pay for only those Project costs that have been approved by the Texas Transportation Commission. For projects with federal funds, the State and the federal government will not reimburse the Local Government for any work performed before the federal spending authority is formally obligated to the Project by the Federal Highway Administration (FHWA). After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.
- C. Attachment B shows, by major cost categories, the cost estimates and the party responsible for performing the work for each category. These categories may include but are not limited to: (1) costs of real property; (2) costs of utility work; (3) costs of environmental assessment and remediation; (4) cost of preliminary engineering and design; (5) cost of construction and construction management; and (6) any other local project costs.
- D. The State will be responsible for securing the federal and State share of the funding required for the development and construction of the local Project. If the Local Government is due funds for expenses incurred, these funds will be reimbursed to the Local Government on a cost basis.
- E. The Local Government will be responsible for all non-federal or non-State participation costs associated with the Project, unless otherwise provided for in this Agreement or approved otherwise in an amendment to this Agreement. For items of work subject to specified percentage funding, the Local Government shall only in those instances be responsible for all Project costs that are greater than the maximum State and federal participation specified in Attachment B and

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- for overruns in excess of the amount specified in Attachment B to be paid by the Local Government.
- F. The budget in Attachment B will clearly state all items subject to fixed price funding, specified percentage funding, and the periodic payment schedule, when periodic payments have been approved by the State.
 - G. When the Local Government bears the responsibility for paying cost overruns, the Local Government shall make payment to the State within thirty (30) days from the receipt of the State's written notification of additional funds being due.
 - H. When fixed price funding is used, the Local Government is responsible for the fixed price amount specified in Attachment B. Fixed prices are not subject to adjustment unless (1) differing site conditions are encountered; (2) further definition of the Local Government's requested scope of work identifies greatly differing costs from those estimated; (3) work requested by the Local Government is determined to be ineligible for federal participation; or (4) the adjustment is mutually agreed to by the State and the Local Government.
 - I. Prior to the performance of any engineering review work by the State, the Local Government will pay to the State the amount specified in Attachment B. At a minimum, this amount shall equal the Local Government's funding share for the estimated cost of preliminary engineering performed or reviewed by the State for the Project. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction cost.
 - J. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.
 - K. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation" or may use the State's Automated Clearing House (ACH) system for electronic transfer of funds in accordance with instructions provided by TxDOT's Finance Division. The funds shall be deposited and managed by the State and may only be applied by the State to the Project.
 - L. The State will not pay interest on any funds provided by the Local Government.
 - M. If a waiver for the collection of indirect costs for a service project has been granted under 43 TAC §15.56, the State will not charge the Local Government for the indirect costs the State incurs on the Project, unless this Agreement is terminated at the request of the Local Government prior to completion of the Project.
 - N. If the Local Government is an Economically Disadvantaged County (EDC) and if the State has approved adjustments to the standard financing arrangement, this Agreement reflects those adjustments.
 - O. Where the Local Government is authorized to perform services under this Agreement and be reimbursed by the State, the Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice, in a form and containing all items required by the State, no more frequently than monthly and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days

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- after the costs are incurred and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.
- P. Upon completion of the Project, the State will perform a final accounting of the Project costs for all items of work with specified percentage funding. Any funds due by the Local Government, the State, or the federal government for these work items will be promptly paid by the owing party.
- Q. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this Agreement or indirectly through a subcontract under this Agreement. Acceptance of funds directly under this Agreement or indirectly through a subcontract under this Agreement acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- R. Payment under this Agreement beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this Agreement shall be terminated immediately with no liability to either party.

5. Termination of This Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any costs incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to provide funding after the completion of preliminary engineering, specifications, and estimates (PS&E) and the Project does not proceed because of insufficient funds, in which case the Local Government agrees to reimburse the State for its reasonable actual costs incurred during the Project; or
- D. The Agreement is terminated by the State because the parties are not able to execute a mutually agreeable amendment when the costs for Local Government requested items increase significantly due to differing site conditions, determination that Local government requested work is ineligible for federal or state cost participation, or a more thorough definition of the Local Government's proposed work scope identifies greatly differing costs from those estimated. The State will reimburse Local Government remaining funds to the Local Government within ninety (90) days of termination; or
- E. The Project is inactive for thirty-six (36) consecutive months or longer and no expenditures have been charged against federal funds, in which case the State may in its discretion terminate this Agreement.

6. Amendments

Amendments to this Agreement due to changes in the character of the work, terms of the Agreement, or responsibilities of the parties relating to the Project may be enacted through a mutually agreed upon, written amendment.

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7. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

8. Utilities

The party named in Article 1, Responsible Parties, under AGREEMENT shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or State funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is commenced.

9. Environmental Assessment and Mitigation

Development of a transportation project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects. The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. The identification and assessment of any environmental problems associated with the development of a local project governed by this Agreement.
- B. The cost of any environmental problem's mitigation and remediation.
- C. Providing any public meetings or public hearings required for the environmental assessment process. Public hearings will not be held prior to the approval of the Project schematic.
- D. The preparation of the NEPA documents required for the environmental clearance of this Project.

If the Local Government is responsible for the environmental assessment and mitigation, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

10. Compliance with Accessibility Standards

All parties to this Agreement shall ensure that the plans for and the construction of all projects subject to this Agreement are in compliance with standards issued or approved by the Texas Department of Licensing and Regulation (TDLR) as meeting or consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

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11. Architectural and Engineering Services

The party named in Article 1, Responsible Parties, under AGREEMENT has responsibility for the performance of architectural and engineering services. The engineering plans shall be developed in accordance with the applicable State's *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the special specifications and special provisions related to it. For projects on the State highway system, the design shall, at a minimum conform to applicable State manuals. For projects not on the State highway system, the design shall, at a minimum, conform to applicable American Association of State Highway and Transportation Officials (AASHTO) design standards.

In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and with Texas Government Code 2254, Subchapter A, in all cases. Professional contracts for federally funded projects must conform to federal requirements, specifically including the provision for participation by Disadvantaged Business Enterprises (DBEs), ADA, and environmental matters. If the Local Government is the responsible party, the Local Government shall submit its procurement selection process for prior approval by the State. All professional services contracts must be reviewed and approved by the State prior to execution by the Local Government.

12. Construction Responsibilities

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the following:

- A. Advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. If the State is the responsible party, the State will use its approved contract letting and award procedures to let and award the construction contract.
- C. If the Local Government is the responsible party, the Local Government shall submit its contract letting and award procedures to the State for review and approval prior to letting.
- D. If the Local Government is the responsible party, the State must concur with the low bidder selection before the Local Government can enter into a contract with the vendor.
- E. If the Local Government is the responsible party, the State must review and approve change orders.
- F. Upon completion of the Project, the party responsible for constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion and submit certification(s) sealed by a professional engineer(s) licensed in the State of Texas.

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- G. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form “FHWA-1273” in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR 635, Subpart B.

13. Project Maintenance

The Local Government shall be responsible for maintenance of locally owned roads and locally owned facilities after completion of the work. The State shall be responsible for maintenance of the State highway system after completion of the work if the work was on the State highway system, unless otherwise provided for in existing maintenance agreements with the Local Government.

14. Right of Way and Real Property

The party named in Article 1, Responsible Parties, under AGREEMENT is responsible for the provision and acquisition of any needed right of way or real property.

The Local Government shall be responsible for the following:

- A. Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property.
- B. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
- C. All parties to this Agreement will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
- D. The Local Government shall assume all costs and perform necessary requirements to provide any necessary evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.

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- E. In the event real property is donated to the Local Government after the date of the State's authorization, the Local Government will provide all documentation to the State regarding fair market value of the acquired property. The State will review the Local Government's appraisal, determine the fair market value and credit that amount towards the Local Government's financial share. If donated property is to be used as a funding match, it may not be provided by the Local Government. The State will not reimburse the Local Government for any real property acquired before execution of this Agreement and the obligation of federal spending authority.
- F. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.
- G. The Local Government agrees to make a determination of property values for each real property parcel by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage and recommended compensation. Compensation shall be shown in the component parts of land acquired, itemization of improvements acquired, damages (if any) and the amounts by which the total compensation will be reduced if the owner retains improvements. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of information or reports used in calculating all determined values. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and may base its reimbursement for parcel acquisitions on these values.
- H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined value of each parcel, or the net cost of the parcel, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers, expenses incurred in order to assure good title, and costs associated with the relocation of displaced persons and personal property as well as incidental expenses.
- I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of not less than 10 (ten) years after completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after

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completion. The separate agreement must be approved by the State prior to its execution. A copy of the executed agreement shall be provided to the State.

15. Insurance

If this Agreement authorizes the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

16. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
City of College Station ATTN: Director of Public Works P.O. Box 9960 College Station, TX 77842	Texas Department of Transportation ATTN: Director of Contract Services 125 E. 11 th Street Austin, TX 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this Agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

17. Legal Construction

If one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

18. Responsibilities of the Parties

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party, and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

19. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data and information prepared under this

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Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State, in the format directed by the State, on a monthly basis or as required by the State. The originals shall remain the property of the Local Government. .

20. Compliance with Laws

The parties to this Agreement shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

21. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

22. Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the cost principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

23. Procurement and Property Management Standards

The parties to this Agreement shall adhere to the procurement and property management standards established in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and to the Texas Uniform Grant Management Standards. The State must pre-approve the Local Government's procurement procedures for purchases to be eligible for state or federal funds.

24. Inspection of Books and Records

The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the FHWA and the U.S. Office of the Inspector General or their duly authorized representatives for review and inspection at its office during the Agreement period and for seven (7) years from the date of final reimbursement by FHWA under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

25. Civil Rights Compliance

The parties to this Agreement are responsible for the following:

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- A. Compliance with Regulations: Both parties will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.
- B. Nondiscrimination: The Local Government, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this Agreement and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports: The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this Agreement, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the Agreement until the Local Government complies and/or
 2. cancelling, terminating, or suspending of the Agreement, in whole or in part.
- F. Incorporation of Provisions: The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government

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may request the United States to enter into such litigation to protect the interests of the United States.

26. Pertinent Non-Discrimination Authorities

During the performance of this Agreement, each party, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of federal or federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the federal-aid recipients, subrecipients and contractors, whether such programs or activities are federally funded or not).
- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure

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compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

27. Disadvantaged Business Enterprise (DBE) Program Requirements

If federal funds are used:

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall incorporate into its contracts with subproviders an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall submit its proposed scope of services and quantity estimates to the State to allow the State to establish a DBE goal for each Local Government contract with a subprovider. The Local Government shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity, and attachments found at web address http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure*

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by the contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the recipient deems appropriate.

28. Debarment Certifications

If federal funds are used, the parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this Agreement, the Local Government certifies that it and its principals are not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a subcontract or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

If state funds are used, the parties are prohibited from making any award to any party that is debarred under the Texas Administrative Code, Title 34, Part 1, Chapter 20, Subchapter G, Rule §20.585 and the Texas Administrative Code, Title 43, Part 1, Chapter 9, Subchapter G.

29. Lobbying Certification

If federal funds are used, in executing this Agreement, each signatory certifies to the best of that signatory’s knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The parties shall require that the language of this certification shall be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed

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by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

30. Federal Funding Accountability and Transparency Act Requirements

If federal funds are used, the following requirements apply:

- A. Any recipient of funds under this Agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This Agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B. The Local Government agrees that it shall:
 1. Obtain and provide to the State a System for Award Management (SAM) number (Federal Acquisition Regulation, Part 4, Sub-part 4.11) if this award provides more than \$25,000 in federal funding. The SAM number may be obtained by visiting the SAM website whose address is: <https://www.sam.gov/portal/public/SAM/>
 2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows federal government to track the distribution of federal money. The DUNS may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
 3. Report the total compensation and names of its top five executives to the State if:
 - i. More than 80% of annual gross revenues are from the federal government, and those revenues are greater than \$25,000,000; and
 - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

31. Single Audit Report

If federal funds are used:

- A. The parties shall comply with the single audit report requirements stipulated in 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division by email at singleaudits@txdot.gov.
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$_____ expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

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- D. For each year the Project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the Agreement, unless otherwise amended or the Project has been formally closed out and no charges have been incurred within the current fiscal year.

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32. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this Agreement on behalf of the entity represented.

Each party is signing this Agreement on the date stated under that party's signature.

THE STATE OF TEXAS

THE LOCAL GOVERNMENT

Signature

Typed or Printed Name

Typed or Printed Title

Date

Signature

Typed or Printed Name

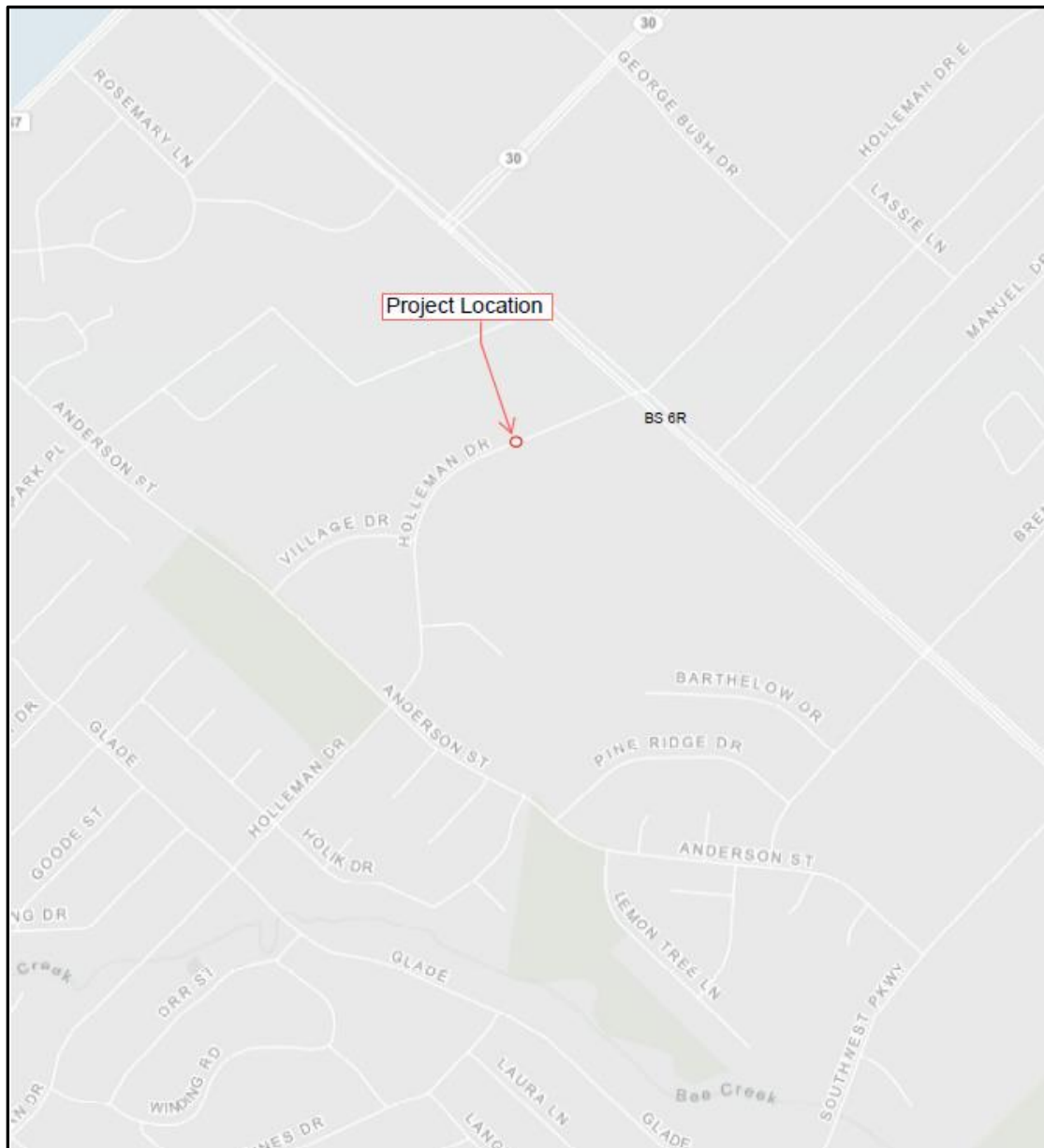
Typed or Printed Title

Date

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ATTACHMENT A LOCATION MAP SHOWING PROJECT

CSJ 0917-29-148
Holleman Drive approximately 0.1 to 0.2 miles west of BS 6R (Texas Avenue)



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ATTACHMENT B PROJECT BUDGET

Construction costs will be allocated based on 100% Federal funding and Environmental and Engineering costs will be based on 100% Local Government funding until the federal funding reaches the maximum obligated amount. The Local Government will then be responsible for 100% of the costs.

Description	Total Estimated Cost	Federal Participation		State Participation		Local Participation	
		%	Cost	%	Cost	%	Cost
Environmental (By LG)	\$1,662	0%	\$0	0%	\$0	100%	\$1,662
Engineering (By LG)	\$53,738	0%	\$0	0%	\$0	100%	\$53,738
Construction (By State)	\$105,103	100%	\$105,103	0%	\$0	0%	\$0
Subtotal	\$160,503		\$105,103		\$0		\$55,400
Utilities (Direct State Cost)	\$589	0%	\$0	0%	\$0	100%	\$589
Environmental (Direct State Cost)	\$515	0%	\$0	0%	\$0	100%	\$515
Engineering (Direct State Cost)	\$1,104	0%	\$0	0%	\$0	100%	\$1,104
Construction (Direct State Cost)	\$4,414	0%	\$0	0%	\$0	100%	\$4,414
Right of Way (Direct State Cost)	\$736	0%	\$0	0%	\$0	100%	\$736
Indirect State Costs (5.29%)	\$389	0%	\$0	100%	\$389	0%	\$0
TOTAL	\$168,250		\$105,103		\$389		\$62,758

Initial payment by the Local Government to the State: \$1,104.00

Payment by the Local Government to the State before construction: \$6,254.00

Estimated total payment by the Local Government to the State \$7,358.00

This is an estimate. The final amount of Local Government participation will be based on actual costs.

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ATTACHMENT C
RESOLUTION, ORDINANCE, OR COMMISSIONERS COURT ORDER

May 22, 2025

Item No. 7.5.

Purchase of Fleet Cameras and Licensing for Samsara software.

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a technology services contract with Carahsoft Technology Corporation in the amount of \$163,940 for the purchase of Samsara Camera Hardware and Licensing for Fleet Equipment.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

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

Summary: This item is to approve the installation and a one (1) year licensing agreement for the installation and operation of a replacement mobile video surveillance system. The system will be installed on 133 vehicles in the Fire, Electric Utility, Water Services, and Public Works Departments. Installation costs are \$36,923.55 and the annual licensing amount is \$123,431.15. The agreement has the option to renew the licensing for two (2) years.

On June 24, 2021, the city entered into a service agreement for a mobile video surveillance system with IVS, Inc. dba AngelTrax. The current service agreement renewal term with IVS, Inc. dba AngelTrax will expire in June 2025. Over the last four years, the system's performance and reliability has been insufficient for the City's needs. Over the last several months, staff have conducted due diligence through an installed equipment demonstration pilot project to select a system that meets the City's fleet operational needs. Installation will utilize existing wiring and cameras that are currently installed on the vehicles.

The system and licensing services are available through a cooperative purchasing agreement with Carahsoft Technology Corp.

The annual licensing fee is an increase over the current system. However, with the installation of the new system, separate SIM cards will not be needed for each vehicle, creating a net savings to the city.

Budget & Financial Summary: Funding is substantially available in the Information Technology budget for the existing video surveillance system. However, a budget amendment of approximately \$45,000 will be required for the replacement. Additionally, all funding will be consolidated in the Fleet Maintenance Fund for future expenses.

Attachments:

1. 25300448 Samsara Contract (Vendor Signed)



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

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300448 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Samsara Camera Hardware and Licensing for Fleet Equipment

Name of Contractor: Carahsoft Technology Corporation

CONTRACT TOTAL VALUE: \$ 163,940.00 **Grant Funded** Yes ☐ No ☒
If yes, what is the grant number:

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

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

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

Vendor is on OMNIA Software Solutions and Services contract R240303

Funding from Account Code 22270790-5201

CRC Approval Date*: N/A (If required)* **Council Approval Date*:** 5/22/2025 **Agenda Item No*:** N/A

--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 5/5/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A
MAYOR (if applicable) DATE

N/A
CITY SECRETARY (if applicable) DATE

Original(s) sent to CSO on _____

Scanned into Laserfiche on _____

Original(s) sent to Fiscal on _____

TECHNOLOGY SERVICES CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the “City”) and **Carahsoft Technology Corp.**, a Virginia Corporation (the “Consultant”), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I SCOPE OF SERVICE

1.01 This Contract is for **Samsara Camera Hardware and Licensing for Fleet Equipment** (the “Project”). The scope and details of the work to be provided to the City by Consultant for the Project are set forth in **Exhibit “A”** to this Contract and are incorporated as though fully set forth herein by reference (the “Work”). Consultant agrees to perform or cause the performance of all the work described in **Exhibit “A.”**

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

ARTICLE II PAYMENT

2.01 The total amount of payment, including reimbursements, by the City to Consultant for all Work to be performed under this Contract may not, under any circumstances, exceed **One Hundred Sixty-Three Thousand Nine Hundred Forty and No/100 Dollars (\$163,940.00).**

ARTICLE III CHANGE ORDERS

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

- (a)** When the original Contract amount plus all change orders is \$100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total contract

amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

- (b) When the original contract amount plus all change orders is greater than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed \$50,000 and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds \$50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding \$50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council; and
- (c) **Any request by the Consultant for an increase in the Scope of Work and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such work or the right to payment for such additional work shall be waived.** If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such Work is additional to the Scope of Work included in this Contract, the Consultant agrees to continue providing on a timely basis all work to be provided by the Consultant hereunder, including any Work as to which there is a dispute.

ARTICLE IV TIME OF PERFORMANCE

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

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

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

ARTICLE V INDEPENDENT CONTRACTOR AND NONSOLICITATION

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

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

ARTICLE VI AUTHORIZATION

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

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

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

ARTICLE VII WARRANTY

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

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

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

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

ARTICLE VIII INDEMNIFICATION AND RELEASE

8.01 Indemnity. The Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees, volunteers and agents (separately and collectively referred to in this paragraph as "Indemnatee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnatee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Consultant, any of its subconsultants of any tier, or of any employee or invitee of Consultant or of any such subconsultants, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Consultant or by any such subconsultants of any tier, under this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

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

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

ARTICLE IX INSURANCE

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

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

- (a) Commercial General Liability.
- (b) Business Automobile Liability.
- (c) Workers' Compensation/Employer's Liability.
- (d) Professional Liability.
- (e) Cyber Liability.

9.03 Certificates of Insurance. For each of these policies, the policy shall be endorsed to show the Consultant's insurance coverage as primary with respect to the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance carried or obtained by the City, its

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

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

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

- (a) Only licensed insurance carriers authorized to do business in the State of Texas shall be accepted.
- (b) Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.
- (c) "Claims made" policies are not accepted, except for Professional Liability insurance.
- (d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days written notice has been given to the City of College Station.
- (e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:
 - i. The licensed insurance company is authorized to do business in the State of Texas
 - ii. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO
 - iii. All endorsements and coverages are included according to the requirements of this Contract
 - iv. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment
- (f) The City of College Station, its officials, agents, employees, and volunteers are to be named as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, agents, employees, and volunteers.

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

- (a) Coverage shall be written by a carrier rated “A: VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum limits of liability of \$1,000,000 per occurrence per project with a \$2,000,000 annual aggregate limit.
- (c) Coverage shall be at least as broad as Insurance Service's Office (ISO) Number CG 00 01.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for the City’s review and acceptance.
- (e) The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and Host Liquor Liability.
- (f) The City shall be named as Additional Insured and policies endorsed to waive rights of subrogation and to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

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

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A.M. Best Key Rating Guide.
- (b) Minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury and property damage.
- (c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.
- (d) The coverage shall include owned, leased, or rented autos, non-owned autos, any autos and hired autos.

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

- (a) Employer’s Liability limits of \$1,000,000 for each accident is required.
- (b) “Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04” shall be included in this policy.
- (c) Texas must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: All States except those listed in Item 3A and the States of NV, ND, OH, WA, WV, and WY.

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

- (a) Coverage shall be written by a carrier rated “A:VIII” or better in accordance with the current A. M. Best Key Rating Guide.
- (b) Minimum limits of liability of \$1,000,000 per occurrence and \$2,000,000 aggregate, with a maximum deductible of \$100,000 unless otherwise agreed in writing by both parties. Financial statements shall be furnished to the City upon request.
- (c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of work for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

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

- (a) Event Management;
- (b) Unauthorized Access/use;
- (c) Computer Virus;
- (d) Denial of Service Attack;
- (e) Libel, Cyber-libel, Slander, Product Disparagement;
- (f) Violation of Right of Privacy;
- (g) Regulatory Costs;
- (h) Privacy Costs- Privacy Injury and Identity Theft;
- (i) Programming Errors & Omissions Liability;
- (j) Replacement or Restoration of Electronic Data (First Person);
- (k) Extortion Threats;
- (l) Business Income and Extra Expense (to \$1 million);
- (m) Public Relations Expense; and
- (n) Security Breach Expense.

ARTICLE X TECHNOLOGY REQUIREMENTS

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

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

 - i. Data Classification and privacy;
 - ii. Security training and awareness;
 - iii. Systems administration, patching and configuration;
 - iv. Incident response;
 - v. Managing workstations, mobile devices, and antivirus applications;
 - vi. Backups, disaster recovery and business partners and contractors;
 - vii. Audit and testing schedules;
 - viii. Requirements for third-party business partners and contractors;
 - ix. Compliance with information security or privacy laws, rules, regulations, or standards;
 - x. Evidence of background checks that support security of sensitive or confidential information;
 - xi. Disclosure of previous data breaches; and
 - xii. Any other relevant information regarding security policies or procedures.
- (b) Industry Best Practices.** Consultant must provide all services using the best commercially-available security technology and techniques according to industry best practices and standards; the City's security standards, policies and procedures including those relating to fraud prevention and detection and any other inappropriate system and network use or access, including:

 - i. Providing secure (SSL, HTTPS, or similar) access to all levels of users as defined by the City via the internet;
 - ii. Having controls meeting applicable laws and the latest Framework for Improving Critical Infrastructure Cyber security from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;
 - iii. Completely testing and applying patches for hardware bios/firmware, bare metal operating systems (e.g., VMware ESXi), virtualized server operating systems, and software products before release; and
 - iv. Having all servers providing work to the City solely physically located within the continental United States of America. Contractor must house all

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

(c) Data Breach.

- i. **Notice.** Consultant must immediately notify the City by telephone and email no later than twenty-four (24) hours if there is a reasonable probability of a data security incident. Consultant must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Consultant must:
 1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;
 2. Promptly implement necessary remedial measures; and
 3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to make changes in business practices in providing the work, if necessary.
- ii. **Consultant Agreement Breach.** If a data breach results from Consultant's breach of the Contract, Consultant must:
 1. Bear any costs associated with the investigation and resolution of the data breach
 2. Notify individuals, regulators and all others required by Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information;
 3. Engage a credit monitoring service or identity protection service;
 4. Publish a website or toll-free number and call center for affected individuals as required by state or federal law;
 5. Complete all corrective actions as reasonably determined based on root cause; and
 6. Send the City written findings and remedial measures from the data breach.

(d) Preventive Security Procedures. Consultant must:

- i. Provide on-going software updates as they become available complying with the defined maintenance windows. The Consultant must completely test updates; including any bug fixes, patches, and other improvements;
- ii. Monitor system and error logs and perform preventive maintenance to minimize and predict system problems, including initiating and completing an appropriate response;

- iii. Conduct a third-party independent security/vulnerability assessment at its own expense at least annually and submit the results of such assessment to the City;
 - iv. Agree to third-party application and vulnerability security scans and schedules;
 - v. Comply with the City's directions/resolutions to remediate security/vulnerability assessment results aligning with City Security Vulnerability Assessment Standards;
 - vi. Limit logical and physical access to all system components and provide access only to those individuals with a business need for work provided. Individuals who have access to systems and data must have a criminal background check;
 - vii. Annually audit the data center through an independent third-party auditor. Audit results must form part of the Consultant's applicable Service Organization Control (SOC) report. The audit results must comply with industry standard controls for data security and disaster recovery that the Consultant shall report to the City in writing; and
 - viii. Take all necessary measures to protect the data and encryption keys including, but not limited to the off-site servers daily backup according to industry best practices and encryption techniques.
- (e) **Disaster Recovery.** Consultant must comply with any and all City disaster recovery and resiliency protocols to prevent system interruption. In the event of system breach, Consultant shall notify the City and restore the system within twenty-four (24) hours from discovery of breach.
- (f) **Closeout.**
- i. Agreement Expiration. When the Agreement term expires or terminates, and at any other time at the City's written request, Consultant must promptly return to the City all intellectual and physical property subject to the Agreement including, but not limited to system configuration data and information in file or document formats in the Contractor's possession or control.
 - ii. Access. The City will have access to export and retrieve its data for no less than ninety (90) days after the Agreement expiration or termination date. The City must be able to access its data at any time during the Agreement term in a readily readable, structured, and documented format, such as CSV-format or some other standard format offered by the Consultant. The Consultant must provide the City transition work after Agreement expiration or termination at Consultant's then-current and generally-charged hourly rates.
 - iii. Data Removal. At the City's request upon Agreement expiration or termination, the Consultant must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data

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

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

(a) Requirements: Contract must:

- i. Provide the City with its security architecture. The security architecture must at a minimum meet applicable laws and the latest Cybersecurity Framework for Improving Critical Infrastructure from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;
- ii. Have data access limited to only required support service;
- iii. Evidence of background checks that support security of the City's sensitive or confidential information;
- iv. Notify the City within twenty-four (24) hours when any patches resulting from security vulnerability and threats become available;
- v. Provide City with all applicable security assessments, audits and certifications related to system security annually;
- vi. Train City staff on security-related procedures regarding system operation and maintenance; and
- vii. Take all necessary measures to protect the City's data and data encryption when applicable.

(b) Data Breach.

- i. **Notice.** Consultant must immediately notify the City by telephone and email no later than twenty-four (24) hours if there is a reasonable probability of a data security incident. Consultant must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Consultant must:
 1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;
 2. Promptly implement necessary remedial measures; and
 3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to change business practices in providing the work, if necessary.
- ii. **Consultant Agreement Breach.** If a data breach results from Consultant's breach of this Agreement, Consultant must:

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

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

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

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

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

ARTICLE XI TERMINATION

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

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

ARTICLE XII MISCELLANEOUS TERMS

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

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

CITY:

City of College Station
Attn: Troy Pemberton
P.O. Box 9960
College Station, Texas 77842
tpemberton@cstx.gov

CONSULTANT:

Carahsoft Technology Corp.
Attn: Sophia Peper
11493 Sunset Hills Road Ste 100
Reston, Virginia 20190
Sophia.Peper@carahsoft.com

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

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

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

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

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

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

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

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

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

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

- (a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Consultant verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;
- (b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Consultant verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm

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

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

List of Exhibits

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

CARAHSOFT TECHNOLOGY CORP.

By: Natalie LeMay
Printed Name: Natalie LeMay
Title: State & Local Contracts Manager
Date: 5/5/2025

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

Exhibit A
Scope of Work

Exhibit B
Payment Terms

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

Schedule of Payment for each phase:

See attached proposal...

PRICE QUOTATION

CARASOFT TECHNOLOGY CORP

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190

PHONE (703) 871-8585 | FAX (703) 871-8505

WWW.CARASOFT.COM | SALES@CARASOFT.COM



TO: Alan Degelman
Public Works Director
City of College Station
1101 Texas Ave
College Station, TX 77840 USA

FROM: Sophia Peper
Carasoft Technology Corp
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: adegelman@cstx.gov

EMAIL: Sophia.Peper@carasoft.com

PHONE: (979) 764-3500

PHONE: (571) 662-3008

TERMS: OMNIA Software Solutions and Services contract: R240303
Term: January 1, 2025 - December 31, 2027
FTIN:52-2189693
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO: 53125495
QUOTE DATE: 03/07/2025
QUOTE EXPIRES: 04/06/2025
RFQ NO:
SHIPPING: GROUND
TOTAL PRICE: \$160,354.70
SHIPPING AMOUNT: \$3,585.30
TX Tax \$0.00
TOTAL QUOTE: \$163,940.00

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
HARDWARE AND ACCESSORIES						
1	HW-CM34-1195	Dual-facing AI Dash Cam, Series 4 Samsara, Inc - HW-CM34		\$0.00 COOP	133	\$0.00
2	HW-VG55-NA-1195	Vehicle IoT Gateway, model VG55 Samsara, Inc - HW-VG55-NA		\$0.00 COOP	133	\$0.00
3	CBL-VG-CAUX-1195	Breakout Cable for Auxiliary inputs on VG54 Samsara, Inc - CBL-VG-CAUX		\$0.00 COOP	133	\$0.00
4	CBL-CM-RCA-EXT-1195	RCA Extension cable for ACC-CM-ANLG Samsara, Inc - CBL-CM-RCA-EXT		\$0.00 COOP	112	\$0.00
5	CBL-CM-RCA-1195	RCA to GX12 adapter cable for public sector octo usage Samsara, Inc - CBL-CM-RCA		\$0.00 COOP	112	\$0.00
6	CBL-CM-GX12-1195	GX12 splitter cable for HD Camera Connector Samsara, Inc - CBL-CM-GX12		\$0.00 COOP	112	\$0.00
7	CBL-CM-B3AU-1195	3m cable extension for Analog Camera Adapter Samsara, Inc - CBL-CM-B3AU		\$0.00 COOP	110	\$0.00
8	HW-CM-AHD1-1195	Hardware product to connect a single SD or AHD camera to Samsara Vehicle Gateways and view third-party footage within Samsara dashboard. Samsara, Inc - HW-CM-AHD1		\$0.00 COOP	110	\$0.00
9	CBL-VG-COBDII-Y1-1195	Enhanced VG Series OBDII J1962 L-mount cable Samsara, Inc - CBL-VG-COBDII-Y1		\$0.00 COOP	75	\$0.00
10	CBL-VG-CJ1939-1195	Enhanced VG Series J1939 or J1708 (9-pin) cable. Samsara, Inc - CBL-VG-CJ1939		\$0.00 COOP	65	\$0.00
11	CBL-VG-CJ1708-1195	Enhanced VG Series J1708 (6-pin) cable Samsara, Inc - CBL-VG-CJ1708		\$0.00 COOP	5	\$0.00
12	ACC-AG-BMNT-1195	Used to mount an AG51 or AG52 or AG53 to a location previously drilled for AG46 mounting holes or in a new location that benefits from use of the bracket Samsara, Inc - ACC-AG-BMNT		\$0.00 COOP	3	\$0.00

CONFIDENTIAL

PAGE 1 of 4

QUOTE DATE: 03/07/2025

QUOTE NO: Page 1 of 13

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
13	HW-AG53-1195	Powered Asset Gateway for trailer, reefer and equipment tracking with cellular connectivity and real-time GPS location Samsara, Inc - HW-AG53		\$0.00 COOP	3	\$0.00
14	CBL-AG-BEQP-1195	Cable specifically designed to monitor powered equipment with two digital inputs and CANbus support. Samsara, Inc - CBL-AG-BEQP		\$0.00 COOP	3	\$0.00
HARDWARE AND ACCESSORIES SUBTOTAL:						\$0.00
LICENSES - YEAR 1						
15	LIC-CM2-ENT-1195	License for dual-facing dash cam, includes support, software updates, and hosted cloud service Full HD video with Infrared LED for night vision Built-in audio speaker supports optional in-cab alerts for driver coaching. Advanced edge computing allows fo Samsara, Inc - LIC-CM2-ENT		\$459.57 COOP	133	\$61,122.81
16	LIC-VG-PS-1195	Vehicle Gateway License without ELD and without WiFi that should be sold to Public Sector customers within a singled bundled price. Samsara, Inc - LIC-VG-PS		\$199.15 COOP	133	\$26,486.95
17	LIC-CM-AHD1-1195	License for the Samsara HD Camera Connector (1 camera) - HW-CM-AHD1 Samsara, Inc - LIC-CM-AHD1		\$255.32 COOP	110	\$28,085.20
18	LIC-FORMS-PREM-1195	License for Forms Premier Samsara, Inc - LIC-FORMS-PREM		\$127.66 COOP	57	\$7,276.62
19	LIC-AG-PWR-BASIC-1195	License for basic powered asset tracking. Samsara, Inc - LIC-AG-PWR-BASIC		\$153.19 COOP	3	\$459.57
LICENSES - YEAR 1 SUBTOTAL:						\$123,431.15
FLEET OUTFITTERS INSTALLATION						
30	CON-PRCN-1195	Professional Services Labor Charge - per unit. Includes Install of Vehicle Gateway, Dash Camera, & Camera connector- 11 vehicles w/ existing Angel Trax System that will utilize cameras through camera connector Carahsoft Technology Corporation - CON-PRCN		\$279.26 COOP	110	\$30,718.60
31	CON-PRCN-1195	Professional Services Front Camera wires will be ran into headliner and hidden where possible. Not adhered to window as instruction video stated. 23 vehicles getting this setup Carahsoft Technology Corporation - CON-PRCN		\$245.74 COOP	23	\$5,652.02
32	CON-PRCN-1195	Professional Services Labor Charge- per unit. Price includes installing Samsara Asset Gateway only. Does not include replacing/repairing existing issues Carahsoft Technology Corporation - CON-PRCN		\$184.31 COOP	3	\$552.93
FLEET OUTFITTERS INSTALLATION SUBTOTAL:						\$36,923.55
SUBTOTAL:						\$160,354.70
TOTAL PRICE:						\$160,354.70
SHIPPING AMOUNT:						\$3,585.30
TX Tax						\$0.00
TOTAL QUOTE:						\$163,940.00

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
 PHONE (703) 871-8585 | FAX (703) 871-8505
 WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



SUGGESTED OPTIONS

LINE NO.	PART NO.	DESCRIPTION	-	QUOTE PRICE	QTY	EXTENDED PRICE
LICENSES - YEAR 2						
20	LIC-CM2-ENT-1195	License for dual-facing dash cam, includes support, software updates, and hosted cloud service Full HD video with Infrared LED for night vision Built-in audio speaker supports optional in-cab alerts for driver coaching. Advanced edge computing allows fo Samsara, Inc - LIC-CM2-ENT		\$459.57	COOP 133	\$61,122.81
21	LIC-VG-PS-1195	Vehicle Gateway License without ELD and without WiFi that should be sold to Public Sector customers within a singled bundled price. Samsara, Inc - LIC-VG-PS		\$199.15	COOP 133	\$26,486.95
22	LIC-CM-AHD1-1195	License for the Samsara HD Camera Connector (1 camera) - HW-CM-AHD1 Samsara, Inc - LIC-CM-AHD1		\$255.32	COOP 110	\$28,085.20
23	LIC-FORMS-PREM-1195	License for Forms Premier Samsara, Inc - LIC-FORMS-PREM		\$127.66	COOP 57	\$7,276.62
24	LIC-AG-PWR-BASIC-1195	License for basic powered asset tracking. Samsara, Inc - LIC-AG-PWR-BASIC		\$153.19	COOP 3	\$459.57
LICENSES - YEAR 2 SUBTOTAL:						\$123,431.15
LICENSES - YEAR 3						
25	LIC-CM2-ENT-1195	License for dual-facing dash cam, includes support, software updates, and hosted cloud service Full HD video with Infrared LED for night vision Built-in audio speaker supports optional in-cab alerts for driver coaching. Advanced edge computing allows fo Samsara, Inc - LIC-CM2-ENT		\$459.57	COOP 133	\$61,122.81
26	LIC-VG-PS-1195	Vehicle Gateway License without ELD and without WiFi that should be sold to Public Sector customers within a singled bundled price. Samsara, Inc - LIC-VG-PS		\$199.15	COOP 133	\$26,486.95
27	LIC-CM-AHD1-1195	License for the Samsara HD Camera Connector (1 camera) - HW-CM-AHD1 Samsara, Inc - LIC-CM-AHD1		\$255.32	COOP 110	\$28,085.20
28	LIC-FORMS-PREM-1195	License for Forms Premier Samsara, Inc - LIC-FORMS-PREM		\$127.66	COOP 57	\$7,276.62
29	LIC-AG-PWR-BASIC-1195	License for basic powered asset tracking. Samsara, Inc - LIC-AG-PWR-BASIC		\$153.19	COOP 3	\$459.57
LICENSES - YEAR 3 SUBTOTAL:						\$123,431.15
SUGGESTED OPTIONS SUBTOTAL:						\$246,862.30

PRICE QUOTATION

CARAHSOFT TECHNOLOGY CORP



11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8585 | FAX (703) 871-8505
WWW.CARAHSOFT.COM | SALES@CARAHSOFT.COM



Please include Contract Name and Number on Purchase Order.

License Term

The license term for the Samsara Software licenses purchased under this Order Form begins on the day Samsara activates the applicable Samsara Software license by providing you a claim number and access to the Hosted Software ("License Start Date"). If Hardware associated with a then-unactivated Samsara Software license will be shipped to you under this Order Form, such Samsara Software license will be activated on the day the Samsara Hardware ships. Notwithstanding the foregoing, if you are renewing the license term for a previously-activated Samsara Software license under this Order Form, the License Start Date for the renewal license term shall be the day that Samsara extends your access to the Hosted Software for the renewal license term. Samsara Hardware requires a valid license to function. Samsara may ship Hardware under this Order Form subject to a schedule as mutually agreed between the Parties or as determined by Samsara. To the extent such Hardware is associated with then-unactivated Samsara Software licenses, the Samsara Software license term for each such Hardware device will start on the day that device ships regardless of the shipment schedule for the other such Hardware devices. If all such Hardware is shipped in one shipment, the license term for all such Hardware will be the full license term under this Order Form. If such Hardware is shipped in multiple shipments, only the license term of such Hardware in the initial shipment will be such full license term. The license term of the remaining such Hardware shipped after the initial shipment will be set to match the then-remaining license term of the initial shipment, so that the license term for all such Hardware under this Order Form expires on the same date. The total cost of the licenses for such Hardware shipped after the initial shipment will be pro-rated based on their actual license term, rounded up to the nearest month, as compared to the full license term under this Order Form. Certain payment amounts under this Order Form assume that the entire order is fulfilled at the same time and are subject to potential reduction based on the actual schedule of order fulfillment.

Support and Warranty

Samsara stands behind its Products. Hardware Products that require a valid license to function come with a warranty that lasts as long as you maintain a valid license for such Hardware. All other Hardware Products, such as accessories, come with a one-year warranty, unless otherwise specified on the relevant Samsara data sheet. During the warranty period, Hardware exhibiting material defects will be replaced pursuant to our Hardware Warranty & RMA policy at www.samsara.com/support/hardware-warranty. Additional support information can be found at www.samsara.com/support.

Terms

Unless otherwise set forth herein, your use and access of the Hardware, Products, and Services specified herein are governed by Samsara's terms of service found at <https://www.samsara.com/legal/public-sector-customers-platform-terms-of-service/>, unless the Parties have entered into a separate terms of service agreement and/or a separate terms of service agreement is attached to this Order Form, in which case such separate terms of service agreement shall govern (the 'Terms of Service'). You agree to be bound by the Terms of Service, and any capitalized terms not defined herein shall have the meaning set forth in the Terms of Service. You further agree that any other Order Forms you enter into for the purchase of Products shall also be governed by the Terms of Service unless otherwise set forth in the applicable Order Form. For clarity, unless otherwise agreed by the Parties or approved by Samsara, the pricing and payment terms under this Order Form shall not apply to any such other Order Forms.

Exhibit C
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/28/2025

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 Marsh & McLennan Agency LLC 1751 Pinnacle Drive, Suite 1800 McLean VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): 800-274-0268 FAX (A/C, No): E-MAIL ADDRESS: macertificates@marshmma.com
INSURED Carahsoft Technology Corp. FedResults, Inc. 11493 Sunset Hills Road Suite 100 Reston VA 20190	INSURER(S) AFFORDING COVERAGE INSURER A: The Cincinnati Insurance Company INSURER B: Endurance Assurance Corporation INSURER C: National Union Fire Ins Co PittsburghPA INSURER D: INSURER E: INSURER F:
	NAIC # 10677 11551 19445

COVERAGES**CERTIFICATE NUMBER:** 41070988**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☒ LOC OTHER:	Y	Y	ENP0651059	4/19/2025	4/19/2026	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	Y	Y	EBA0651059	4/19/2025	4/19/2026	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$			ENP0651059	4/19/2025	4/19/2026	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B C	Tech Prof & Cyber Liab Crime	Y	Y	NRO30043701401 012177592	4/19/2025 4/19/2025	4/19/2026 4/19/2026	\$10,000,000 Limit \$5,000,000 Limit \$1,000,000 Ded \$50,000 Ded

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

The City of College Station is included as Additional Insured under the General Liability, if required by written contract, and Designated Insured under the Automobile Liability with respect to work performed by the insured for the referenced job and/or contract.

A Waiver of Subrogation applies in favor of the Certificate Holder under the General Liability if required by written contract.

Coverage is primary and non-contributory.

Per the cancellation clause contained in the policies noted on this certificate, the policy provisions include at least 30 days notice of cancellation except for non-payment of premium.

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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THE HARTFORD
BUSINESS SERVICE CENTER
3600 WISEMAN BLVD
SAN ANTONIO TX 78251

April 28, 2025

City of College Station
Attn: Risk Management
1101 TEXAS AVE S
COLLEGE STATION TX 77840

Account Information:



Contact Us

Policy Holder Details :	CARAHSOFT TECHNOLOGY CORP
-------------------------	---------------------------

Need Help?

Chat online or call us at

(866) 467-8730.

We're here Monday - Friday.

Enclosed please find a Certificate Of Insurance for the above referenced Policyholder. Please contact us if you have any questions or concerns.

Sincerely,

Your Hartford Service Team



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/28/2025

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 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 AUTO DATA PROCESSING INS AGCYINC 76250717 71 HANOVER ROAD FLORHAM PARK NJ 07932	CONTACT NAME:	
	PHONE (800) 524-7024 (A/C, No, Ext):	FAX (800) 524-4013 (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	NAIC#	
INSURED CARAHOSFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON VA 20190-5230	INSURER A : Hartford Fire and Its P&C Affiliates	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/Y YYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE AGGREGATE	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	X	76 WEG ZJ6798	04/19/2025	04/19/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE -EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

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

Those usual to the Insured's Operations. Waiver of Subrogation applies in favor of the Certificate Holder per Waiver of our Right to Recover from Others Endorsement WC420304 attached to this policy.

CERTIFICATE HOLDER

City of College Station
 Attn: Risk Management
 1101 TEXAS AVE S
 COLLEGE STATION TX 77840

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Susan L. Castaneda

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**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY AUTO DATA PROCESSING INS AGCYINC		NAMED INSURED CARAHSOFT TECHNOLOGY CORP 11493 SUNSET HILLS RD STE 100 RESTON VA 20190-5230
POLICY NUMBER SEE ACORD 25		
CARRIER SEE ACORD 25	NAIC CODE	EFFECTIVE DATE: SEE ACORD 25

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM****FORM NUMBER:** ACORD 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Notice of Cancellation will be provided in accordance with Form WC990394, attached to this policy. Notice of Cancellation will be provided in accordance with Form WC990531, attached to this policy. Waiver of Subrogation applies in favor of the Certificate Holder per Waiver of our Right to Recover from Others Endorsement WC420304 attached to this policy.

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: **ENP 065 10 59**

Named Insured is the same as it appears in the Common Policy Declarations

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	\$ 1,000,000	
GENERAL AGGREGATE LIMIT	\$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	\$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	\$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT		ANY ONE
\$100,000 limit unless otherwise indicated herein:	\$ SEE GA210VA	PREMISES
MEDICAL EXPENSE LIMIT		
\$5,000 limit unless otherwise indicated herein:	\$ SEE GA210VA	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
		A - Area B - Payroll C - Gross Sales D - Units E - Other	Products / Completed Operations	All Other	Products / Completed Operations	All Other

LOC. 1 - VA
COMPUTER CONSULTING OR PROGRAMMING
INCL PROD AND/OR COMP OP
41675 B170,000,000 .222

BROADENED COVERAGE 20291 2.5%

CG 2043 - AUTOMATIC AI
WHEN REQUIRED IN CONTRACT

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

GA101	12/04	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2043	12/19	ADDITIONAL INSURED - AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN CONTRACT OR AGREEMENT.
CG2132	05/09	COMMUNICABLE DISEASE EXCLUSION
CG2275	04/13	PROFESSIONAL LIABILITY EXCLUSION - COMPUTER SOFTWARE
CG2277	04/13	PROFESSIONAL LIABILITY EXCLUSION - COMPUTER DATA PROCESSING
CG2288	04/13	PROFESSIONAL LIABILITY EXCLUSION - ELECTRONIC DATA PROCESSING SERVICES AND COMPUTER CONSULTING OR PROGRAMMING SERVICES
CG2299	04/13	PROFESSIONAL LIABILITY EXCLUSION - WEB SITE DESIGNERS
GA210VA	09/17	COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT - VIRGINIA
GA3024	05/14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

The word "insured" means any person or organization qualifying as such under **SECTION II - WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V - DEFINITIONS**.

SECTION I - COVERAGES

COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; **SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**; or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:
- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the "coverage term" in which "bodily injury" or "property damage" occurs, you did not know, per Paragraph **1.d.** below, that the "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part.
- c. "Bodily injury" or "property damage" which:
- (1) Occurs during the "coverage term"; and
 - (2) Was not, prior to the "coverage term", known by you, per Paragraph **1.d.** below, to have occurred;
- includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the "coverage term" in which it first became known by you.
- d. You will be deemed to know that "bodily injury" or "property damage" has occurred at the earliest time when any "authorized representative":
- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";
 - (3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";
 - (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that "bodily injury" or "property damage" had occurred or had begun to occur; or
 - (5) Becomes aware, or reasonably should have become aware, of a

condition from which "bodily injury" or "property damage" is substantially certain to occur.

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

2. Exclusions

This insurance does not apply to:

a. Expected or Intended Injury

"Bodily injury" or "property damage" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the injury or damage is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. When a claim for such "bodily injury" or "property damage" is made, we will defend that claim provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

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

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation and Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured sustained in the "workplace";
- (2) An "employee" of the insured arising out of the performance of duties related to the conduct of the insured's business; or
- (3) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraphs (1) or (2) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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

f. Pollutant

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

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

- 1) "Bodily injury" to any person injured while on any premises, site or location owned or occupied by, or rented or loaned to, you provided:

- a) The injury is caused by the inadequate ventilation of vapors;
- b) The person injured is first exposed to such vapors during the policy period; and
- c) Within 30 days of such first exposure, the person injured is clinically diagnosed or treated by a physician for the medical condition caused by the exposure to such vapors. However, Paragraph **c)** does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

This exception **1)** shall apply only to Named Insureds; we shall have no duty to defend or pay damages for any person or organization that is not a Named Insured. However, this paragraph does not apply if the "bodily injury" is caused by vapors produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests.

For the purpose of the exception granted in Paragraph **1)** only, vapors means any gaseous or airborne irritant or airborne contaminant, including smoke, fumes, vapor or soot, but excluding asbestos, which is discharged, dispersed, emitted, released or escapes from materials, machinery or equipment used in the service or maintenance of the premises. Vapors does not mean any gaseous or

airborne irritants or contaminants used in a manufacturing process or which is the product or by-product of any manufacturing process;

- 2) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor, and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations or "your work" performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- 3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - 1) Any insured; or
 - 2) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, Paragraph **(d)** does not apply to:
 - 1) "Bodily injury" or "property damage" arising out of the discharge, dispersal, seepage, migration, release, es-

cape or emission of fuels, lubricants or other operating fluids, or exhaust gases, which are needed to perform, or are the result of, the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted from a vehicle part designed to hold, store or receive them. This exception does not apply if the fuels, lubricants or other operating fluids, or exhaust gases, escape, seep or migrate, or are discharged, dispersed, released or emitted with the intent to cause "bodily injury" or "property damage" or with the knowledge that "bodily injury" or "property damage" is substantially certain to occur, or if such fuels, lubricants or other operating fluids, or exhaust gases, are brought on or to the premises, site or location with such intent to escape, seep or migrate, or be discharged, dispersed, released or emitted as part of the operations being performed by such insured, contractor or subcontractor;

- 2) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- 3) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the op-

erations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

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

However, Paragraphs (2)(a) and (b) do not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto or Watercraft

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

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

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and

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

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

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

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

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

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

h. Mobile Equipment

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

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

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

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by

governmental authority in hindering or defending against any of these.

j. Damage to Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of an insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire or explosion) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

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

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

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

k. Damage to Your Product

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

I. Damage to Your Work

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

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

m. Damage to Impaired Property or Property Not Physically Injured

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

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

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

n. Recall of Products, Work or Impaired Property

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

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

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

o. Personal and Advertising Injury

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

p. Asbestos

"Bodily injury" or "property damage" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

- (a) Refusal to employ that person;
- (b) Termination of that person's employment; or
- (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation or discrimination directed at that person; or

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

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

r. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that "bodily injury" or "property damage" had occurred or had begun to occur, in whole or in part, prior to the "coverage term" in which such "bodily injury" or "property damage" occurs or begins to occur.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that "bodily injury" or "property damage" has occurred or has begun to occur at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage";
- (3) First observes, or reasonably should have first observed, the "bodily injury" or "property damage";
- (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that "bodily injury" or "property damage" had occurred or had begun to occur; or
- (5) Becomes aware, or reasonably should have become aware, of a condition from which "bodily injury" or "property damage" is substantially certain to occur.

s. Electronic Data

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

t. Distribution of Material in Violation of Statutes

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **q.** do not apply to "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage to Premises Rented To You Limit as described in **SECTION III - LIMITS OF INSURANCE**.

COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

- (1) The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY; SECTION I - COVERAGES, COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**; or medical expenses under **SECTION I - COVERAGES, COVERAGE C. MEDICAL PAYMENTS**.

No other obligation or liability to pay sums or perform acts or services is covered unless expressly provided for under **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**.

- b. This insurance applies to "personal and advertising injury" only if:
 - (1) The "personal and advertising injury" is caused by an offense arising out of your business; and
 - (2) The "personal and advertising injury" offense was committed in the "coverage territory" during the policy period; and
 - (3) Prior to the "coverage term" in which the "personal and advertising injury" offense is committed, you did not know, per Paragraph **1.d.** below, that the offense had been committed or had begun to be committed, in whole or in part.
- c. "Personal and advertising injury" caused by an offense which:
 - (1) Was committed during the "coverage term"; and

- (2) Was not, prior to the "coverage term", known by you, per Paragraph 1.d. below, to have been committed;

includes any continuation, change or resumption of that offense after the end of the "coverage term" in which it first became known by you.

- d. You will be deemed to know that a "personal and advertising injury" offense has been committed at the earliest time when any "authorized representative":

- (1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";
- (3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";
- (4) Becomes aware, or reasonably should have become aware, by any means, other than as described in (3) above, that the offense had been committed or had begun to be committed; or
- (5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation of Rights of Another

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

b. Material Published With Knowledge of Falsity

"Personal and advertising injury" arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior to Coverage Term

"Personal and advertising injury" arising out of oral or written publication of material whose first publication took place before the later of the following:

- (1) The inception of this Coverage Part; or

- (2) The "coverage term" in which insurance coverage is sought.

d. Criminal Acts

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

e. Contractual Liability

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

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "personal and advertising injury" is caused by or arises out of an offense committed subsequent to the execution of the contract or agreement. When a claim for such "personal and advertising injury" is made, we will defend that claim, provided the insured has assumed the obligation to defend such claim in the "insured contract". Such defense payments will not reduce the limits of insurance.

f. Breach of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality or Performance of Goods - Failure to Conform to Statements

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

h. Wrong Description of Prices

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

i. Infringement of Copyright, Patent, Trademark or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, pat-

ent, trademark, trade secret or other intellectual property rights.

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds in Media and Internet Type Businesses

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

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

However, this exclusion does not apply to Paragraphs **17. a., b. and c.** of "personal and advertising injury" under **SECTION V - DEFINITIONS.**

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet is not, by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms or Bulletin Boards

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

l. Unauthorized Use of Another's Name or Product

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

m. Employment Related Practices

"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Other employment-related practices, policies, acts or omissions including but not limited to coercion, criticism, demotion, evaluation, failure to promote, reassignment, discipline, defamation, harassment, humiliation

or discrimination directed at that person; or

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

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

n. Pollutant

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

o. Pollutant-Related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

p. Asbestos

"Personal and advertising injury" arising out of, attributable to, or any way related to asbestos in any form or transmitted in any manner.

q. Additional Insured Prior Knowledge

An additional insured added by attachment of an endorsement to this Coverage Part that is seeking coverage for a claim or "suit", if that additional insured knew, per the following paragraph, that a "personal and advertising injury" offense had been committed or had begun to be committed, in whole or in part, prior to the "coverage term" in which such offense

was committed or began to be committed.

An additional insured added by attachment of an endorsement to this Coverage Part will be deemed to have known that a "personal and advertising injury" offense has been committed or has begun to be committed at the earliest time when that additional insured, or any one of its owners, members, partners, managers, executive officers, "employees" assigned to manage that additional insured's insurance program, or "employees" assigned to give or receive notice of an "occurrence", "personal and advertising injury" offense, claim or "suit":

- (1) Reports all, or any part, of the "personal and advertising injury" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "personal and advertising injury";
- (3) First observes, or reasonably should have first observed, the offense that caused the "personal and advertising injury";
- (4) Becomes aware, or reasonably should have become aware, by any means other than as described in (3) above, that the "personal and advertising injury" offense had been committed or had begun to be committed; or
- (5) Becomes aware, or reasonably should have become aware, of a condition from which "personal and advertising injury" is substantially certain to occur.

r. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

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

s. Distribution of Material in Violation of Statutes

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- a. The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law; or
- b. The CAN-SPAM Act of 2003, including any amendment of or addition to such law; or
- c. Any statute, ordinance or regulation, other than the TCPA or CAN-SPAM Act of 2003, that prohibits or limits the sending, transmitting, communicating or distribution of material or information.

COVERAGE C. MEDICAL PAYMENTS

1. Insuring Agreement

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

- (1) On premises you own or rent;
- (2) On ways next to premises you own or rent; or
- (3) Because of your operations;

provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within three years of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

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

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury on Normally Occupied Premises

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

d. Workers' Compensation and Similar Laws

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

e. Athletic Activities

To any person injured while officiating, coaching, practicing for, instructing or participating in any physical exercises or games, sports, or athletic contests or exhibitions of an athletic or sports nature.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

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

1. All expenses we incur.
2. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
3. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
4. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.

5. All costs taxed against the insured in the "suit".
6. Prejudgment interest awarded against the insured on that part of the judgment we become obligated to pay and which falls within the applicable limit of insurance. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
7. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

2. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by

you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

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

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by,

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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 there is no other similar insurance available to that organization. However:

- a. Insurance 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 A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
- c. **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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.

SECTION III - LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

- a. Insureds;
- b. Claims made or "suits" brought; or
- c. Persons or organizations making claims or bringing "suits".

2. a. The General Aggregate Limit is the most we will pay for the sum of:

- (1) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;
- (2) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- (3) Damages under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**.

This General Aggregate Limit will not apply if either the Location General Aggregate

gate Limit of Insurance, Paragraph **2.b.**, or the Construction Project General Aggregate Limit of Insurance, Paragraph **2.c.** applies.

- b. A separate Location General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each location owned by, or rented or leased to you and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**,

which can be attributed to operations at only a single location owned by, or rented or leased to you.

- c. A separate Construction Project General Aggregate Limit of Insurance, equal to the amount of the General Aggregate Limit shown in the Declarations, shall apply to each construction project and is the most we will pay for the sum of:

(1) Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

(2) Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

which can be attributed only to ongoing operations and only at a single construction project.

- d. Only for the purpose of determining which General Aggregate Limit of Insurance, **2.a.**, **2.b.**, or **2.c.**, applies:

(1) Location means premises involving the same or connecting lots, or premises, whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

(2) Construction project means a location you do not own, rent or lease where ongoing improvements, alterations, installation, demolition or maintenance work is performed by you or on your behalf. All connected ongoing improvements, alterations, installation, demolition or maintenance work performed by you or on

your behalf at the same location for the same persons or organizations, no matter how often or under how many different contracts, will be deemed to be a single construction project.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. Subject to **2.a.** above, the Personal and Advertising Injury Limit is the most we will pay under **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

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

a. Damages under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and

b. Medical expenses under **COVERAGE C. MEDICAL PAYMENTS**;

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

6. Subject to **5.** above, the Damage to Premises Rented to You Limit is the most we will pay under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire or explosion, while rented to you or temporarily occupied by you with permission of the owner.

7. Subject to **5.** above, the Medical Expense Limit is the most we will pay under **COVERAGE C. MEDICAL PAYMENTS** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. Duties in the Event of Occurrence, Offense, Claim or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or

a "personal and advertising injury" offense which may result in a claim. To the extent possible, notice should include:

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

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

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

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

c. You and any other involved insured must:

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

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

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable

under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a. The date we implemented the change in your state; or
- b. The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

5. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over:

(1) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar insurance for "your work";
- (b) That is Fire or Explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
- (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to

premises rented to you or temporarily occupied by you with permission of the owner; or

- (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto or Watercraft.**
- (2) Any other primary insurance available to the insured covering liability for damages arising out of the premises or operations, or the products and completed operations, for which the insured has been added as an additional insured by attachment of an endorsement.
- (3) Any other insurance:
 - (a) Whether primary, excess, contingent or on any other basis, except when such insurance is written specifically to be excess over this insurance; and
 - (b) That is a consolidated (wrap-up) insurance program which has been provided by the prime contractor/project manager or owner of the consolidated project in which you are involved.

When this insurance is excess, we will have no duty under **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** or **COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY** 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.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance

shown in the Declarations of this Coverage Part.

c. Method of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

6. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If:
 - (1) The earned premium is less than the deposit premium, we will return the excess to the first Named Insured; or
 - (2) The earned premium is greater than the deposit premium, the difference will be due and payable to us by the first Named Insured upon notice from us.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations

By accepting this Coverage Part, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this Coverage Part in reliance upon your representations.

8. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:
- (1) The day the policy period shown in the Declarations ends; or
 - (2) The day the policy to which this Coverage Part is attached is terminated or cancelled.
- b. However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".
6. "Coverage territory" means:
- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication,

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in **a.** above or in a settlement to which we agree.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by:
- a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "property damage" by fire or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal and advertising injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph **f.** does not include that part of any contract or agreement:
- (1) That indemnifies a railroad for "bodily injury", "property damage" or "personal and advertising injury" arising out of construction or demolition operations, within 50 feet of any rail-

road property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;

- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

(a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph (2) above and supervisory, inspection, architectural or engineering activities;

- (4) That indemnifies an advertising, public relations or media consulting firm for "personal and advertising injury" arising out of the planning, execution or failure to execute marketing communications programs. Marketing communications programs include but are not limited to comprehensive marketing campaigns; consumer, trade and corporate advertising for all media; media planning, buying, monitoring and analysis; direct mail; promotion; sales materials; design; presentations; point-of-sale materials; market research; public relations and new product development;

- (5) Under which the insured, if an advertising, public relations or media consulting firm, assumes liability for "personal and advertising injury" arising out of the insured's rendering or failure to render professional services, including those services listed in Paragraph (4), above;

- (6) That indemnifies a web-site designer or content provider, or Internet search, access, content or service provider for injury or damage arising out of the planning, execution or failure to execute Internet services. Internet services include but are not limited to design, production, distribution, maintenance and administration of web-sites and web-banners; hosting web-sites; registering domain names; registering with search

engines; marketing analysis; and providing access to the Internet or other similar networks; or

- (7) Under which the insured, if a web-site designer or content provider, or Internet search, access, content or service provider, assumes liability for injury or damage arising out of the insured's rendering or failure to render Internet services, including those listed in Paragraph (6), above.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b. While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b. Vehicles maintained for use solely on or next to premises you own or rent;
- c. Vehicles that travel on crawler treads;
- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to

permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;
- f. Vehicles not described in **a., b., c. or d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law in the state where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

- d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
- e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
- f. The use of another's advertising idea in your "advertisement"; or
- g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

18. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, petroleum, petroleum products and petroleum by-products, and waste. Waste includes materials to be recycled, reconditioned or reclaimed. "Pollutants" include but are not limited to substances which are generally recognized in industry or government to be harmful or toxic to persons, property or the environment regardless of whether the injury or damage is caused directly or indirectly by the "pollutants" and whether:

- a. The insured is regularly or otherwise engaged in activities which taint or degrade the environment; or
- b. The insured uses, generates or produces the "pollutant".

19. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed; or
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:

- (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
- (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
- (3) Products or operations for which the classification, listed in the Declarations or in a schedule, states that products-completed operations are included.

20. "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; or
- 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.

For the purposes of this insurance, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which money damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
- c. An appeal of a civil proceeding.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Volunteer worker" means a person who is not your "employee", and who donates his or

her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

24. "Workplace" means that place and during such hours to which the "employee" sustaining "bodily injury" was assigned by you, or any other person or entity acting on your behalf, to work on the date of "occurrence".

25. "Your product":

a. Means:

- (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

- (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.

- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

NUCLEAR ENERGY LIABILITY EXCLUSION

(Broad Form)

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an insured under this Coverage Part is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the insured is, or had this Coverage Part not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an insured, or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an insured; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this Exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this exclusion:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

 - A. Any "nuclear reactor";
 - B. Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
 - C. Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

D. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT - VIRGINIA

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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B. Limits of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: \$1,000,000
Aggregate Limit: \$3,000,000
Deductible Amount: \$ 1,000

3. Damage to Premises Rented to You

The lesser of:

- a. The Each Occurrence Limit shown in the Declarations; or
- b. \$500,000 unless otherwise stated \$ _____

4. Supplementary Payments

- a. Bail Bonds: \$2,500
- b. Loss of Earnings: \$ 500

5. Medical Payments

Medical Expense Limit: \$ 10,000

9. Property Damage to Borrowed Equipment

Each Occurrence Limit: \$10,000
Deductible Amount: \$ 250

C. Coverages

1. Employee Benefit Liability Coverage

- a. The following is added to **Section I - Coverages**:

Employee Benefit Liability Coverage

(1) Insuring Agreement

- (a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance 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 **Section III - Limits of Insurance**; 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 insurance applies to damages only if the act, error or omission, is negligently committed in the "administration" of your "employee benefit program"; and
- 1) Occurs during the policy period; or
 - 2) Occurred prior to the "first effective date" of

this endorsement provided:

- a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any "authorized representative";

- i) Reports all, or any part, of the act, error or omission to us or any other insurer;
- ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

- b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

- (a) **Bodily Injury, Property Damage or Personal and Advertising Injury**

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

- (b) **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.

- (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

Any liability arising out of any:

- (1)** Refusal to employ;
- (2)** Termination of employment;
- (3)** Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment - related practices, acts or omissions; or
- (4)** Consequential liability as a result of **(1)**, **(2)** or **(3)** above.

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

(3) Supplementary Payments

Section I - Coverages, Supplementary Payments - Coverages A and B also apply to this Coverage.

b. Who is an Insured

As respects **Employee Benefit Liability Coverage, Section II - Who is an Insured** is replaced by the following:

- (1)** If you are designated in the Declarations as:
 - (a)** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - (b)** A partnership or joint venture, you are an insured. Your members, your part-

ners, and their spouses are also insureds but only with respect to the conduct of your business.

- (c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - (d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - (e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- (2) Each of the following is also an insured:
- (a) 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; or
 - (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 Part.
- (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 an insured if no other similar insurance applies to that organization.

However, coverage under this provision:

- (a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- (b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits of Insurance

As respects **Employee Benefit Liability Coverage, Section III - Limits Of Insurance** is replaced by the following:

- (1) The Limits of Insurance shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** and the rules below fix the most we will pay regardless of the number of:
 - (a) Insureds;
 - (b) Claims made or "suits" brought;
 - (c) Persons or organizations making claims or bringing "suits";
 - (d) Acts, errors or omissions; or
 - (e) Benefits included in your "employee benefit program".
- (2) The Aggregate Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement 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".
- (3) Subject to the limit described in (2) above, the Each Employee Limit shown in Section **B. Limits of Insurance, 1. Employee Benefit Liability Coverage** of this endorsement 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:
 - (a) An act, error or omission; or

- (b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement 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."

(4) Deductible Amount

- (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 the Declarations 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 the Declarations 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 insurance applies.
- (c) The terms of this insurance, including those with respect to:
- 1) Our right and duty to defend the insured against 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 no-

tification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects **Employee Benefit Liability Coverage, Section IV - Commercial General Liability Conditions** is amended as follows:

- (1) Item **2. Duties in the Event of Occurrence, Offense, Claim or Suit** is 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.
- You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
- (1) Immediately send us copies of any demands, notices, summonses or legal papers re-

ceived 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 insurance may also apply.

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

- (2) Item **5. Other Insurance** is replaced by the following:

5. Other Insurance

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

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method of Sharing

If all of the other insurance permits contribution by equal shares,

we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Coverage Part.

e. Additional Definitions

As respects **Employee Benefit Liability Coverage, Section V - Definitions** is amended as follows:

- (1) The following definitions are added:

1. "Administration" means:

- a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";
- b. Interpreting the "employee benefit programs";
- c. Handling records in connection with the "employee benefit programs"; or
- d. Effecting, continuing or terminating any "employee's" participation in any benefit included in

the "employee benefit program".

However, "administration" does not include:

- a. Handling payroll deductions; or
 - b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.
 2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.
 3. "Employee benefit programs" means a program providing some of all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:
 - a. 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;
 - b. 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;
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and
 - d. 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.
 4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.
- (2) The following definitions are deleted in their entirety and replaced by the following:
8. "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".
 21. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or
 - c. An appeal of a civil proceeding.

2. Unintentional Failure to Disclose Hazards

Section IV - Commercial General Liability Conditions, 7. Representations is amended by the addition of the following:

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 Coverage Part based solely on such failure.

3. Damage to Premises Rented to You

- a. The last Paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

Exclusions **c.** through **q.** do not apply to "property damage" by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the **Damage to Premises Rented to You** Limit as described in **Section III - Limits of Insurance.**

- b. The insurance provided under **Section I - Coverage A - Bodily Injury and Property Damage Liability** applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

- (1) As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under **Section I - Coverage A - Bodily Injury and Property Damage Liability, 2. Exclusions**, other than **i. War** and the **Nuclear Energy Liability Exclusion (Broad Form)**, are deleted and the following are added:

This insurance does not apply to:

- (a) "Property damage":
- (i) Assumed in any contract or agreement; or
 - (ii) Caused by or resulting from any of the following:
 - 1) Wear and tear;
 - 2) Rust or other corrosion, decay, de-

terioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

- 3) Smog;
- 4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;
- 5) Settling, cracking, shrinking or expansion;
- 6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or
- 7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

- (b) "Property damage" caused directly or indirectly by any of the following:

- (i) Earthquake, volcanic eruption, landslide or any other earth movement;
- (ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- (iii) Water under the ground surface pressing on, or flowing or seeping through:
 - 1) Foundations, walls, floors or paved surfaces;
 - 2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit of Insurance

With respect to the insurance afforded in Paragraphs 3.a. and 3.b. above, the **Damage to Premises Rented to You** Limit as shown in the Declarations is amended as follows:

(1) Paragraph 6. of **Section III - Limits of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the **Damage to Premises Rented to You** Limit is the most we will pay under **Coverage A - Bodily Injury and Property Damage Liability** for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, light-

ning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in **Section B. Limits of Insurance, 3. Damage to Premises Rented to You** of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

a. Paragraph 2. is replaced by the following:

Up to the limit shown in **Section B. Limits of Insurance, 4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph 4. is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in **Section B. Limits of Insurance, 4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as stated in the Declarations is amended to the limit shown in **Section B. Limits of Insurance, 5. Medical Payments** of this endorsement.

6. 180 Day Coverage for Newly Formed or Acquired Organizations

Section II - Who is an Insured is amended as follows:

Subparagraph a. of Paragraph 3. is replaced by the following:

a. Insurance 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;

7. Waiver of Subrogation

Section IV - Commercial General Liability Conditions, 9. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization against whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a written contract or agreement with that person or organization and included in the "products-completed operations hazard". However, our rights may only be waived prior to the "occurrence" giving rise to the injury or damage for which we make payment under this Coverage Part. The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce those rights.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who is an Insured**:

- (1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.
- (2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers or Lessors of Premises

The manager or lessor of a premises leased to you with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

- (i) Any "occurrence" which takes place after you cease to be a tenant in that premises;
- (ii) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

(b) Lessor of Leased Equipment

Any person or organization from whom you lease equipment when you and such person(s) or organization(s) have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (i) The insurance afforded the vendor does not apply to:
- 1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
 - 2) Any express warranty unauthorized by you;
 - 3) Any physical or chemical change in the product made intentionally by the vendor;
 - 4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
 - 5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - 6) Demonstration, installation, servicing or repair operations, except such operations performed at the ven-

dor's premises in connection with the sale of the product;

- 7) Products which, after distribution or sale by you, have been labeled or re-labeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - 8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - a) The exceptions contained in Paragraphs (c) (i) 4) or 6) of this endorsement; or
 - b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
- (ii) This insurance does not apply to any insured person or organization:
- 1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

- 2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State or Governmental Agency or Subdivision or Political Subdivision - Permits or Authorizations Relating to Premises

Any state or governmental agency or subdivision or political subdivision with which you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

- (i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, man-holes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures; or
- (ii) The construction, erection or removal of elevators; or
- (iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee or Receiver

Any person or organization with whom you have agreed per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with re-

spect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

- (3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

- (a) Only applies to the extent permitted by law; and
- (b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and
- (c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

- b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, 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:

- (1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement; or
- (2) 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.

- c. **Section IV - Commercial General Liability Conditions** is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

- (1) During the policy period; and
- (2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph 8.a.(1).

- d. **Section IV - Commercial General Liability Conditions** is amended as follows:

Condition 5. **Other Insurance** is amended to include:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph 8.a.(1) of this endorsement provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract, agreement, permit or authorization described in 8.a.(2) of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage to Borrowed Equipment

- a. The following is added to **Exclusion 2.j. Damage to Property** under **Section I - Coverage A - Bodily Injury and Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

- b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

- (1) The Limits of Insurance shown in the Declarations are replaced by the limits designated in **Section B. Limits of Insurance, 9. Property Damage to Borrowed Equipment** of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced. The Limits of Insurance shown in **Section B. Limits of Insurance, 9. Property Damage to Borrowed Equipment** of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

- (a) Insureds;
- (b) Claims made or "suits" brought; or
- (c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

- (a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount stated in **Section B. Limits of Insurance, 9. Property Damage to Borrowed Equipment** of this endorsement. The limits of insurance will not be reduced by the application of such Deductible Amount.
- (b) **Section IV - Commercial General Liability Conditions, 2. Duties in the Event of Occurrence, offense, Claim Or Suit**, applies to each claim or "suit" irrespective of the amount.
- (c) 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 has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under **Section II - Who Is An Insured** does not apply to:

- a. Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or
- b. Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to an "authorized representative".

12. Nonowned Aircraft

The following is added to **Exclusion 2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

- a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
- b. The aircraft is rented with a trained, paid crew; and
- c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 4. "Bodily injury" is replaced by the following:

4. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of **Exclusion 2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

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

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured**:

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) for whom you have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an additional insured only with respect to liability for:

1. "Bodily injury" or "property damage" not included in the "products-completed operations hazard"; or

2. "Personal and advertising injury";

caused by, in whole or in part, your acts or omissions or the acts or omissions of those acting on your behalf in the performance of your operations.

- B.** The insurance afforded to such additional insured described in Paragraph **A.** of this endorsement:

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

- C.** With respect to insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" due to rendering of or failure to render any professional service. This includes but is not limited to:

1. Legal, accounting or advertising services;
2. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;
3. Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

4. Engineering services, including related supervisory or inspection services;
5. Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;
6. Any health or therapeutic service treatment, advice or instruction;
7. Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;
8. Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;
9. Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
10. Body piercing services;
11. Services in the practice of pharmacy;
12. Law enforcement or firefighting services; and
13. Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

May 22, 2025

Item No. 7.6.

Wells 10, 11, and 12 Construction Amendment 1, GMP No. 1

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the approval of Amendment No. 1 to the Construction Manager at Risk (CMAR) contract with Garney Companies, Inc., accepting the Guaranteed Maximum Price No. 1 (GMP No. 1) of \$3,697,106.35 for the first early works package for the Wells 10, 11, and 12 Project, plus the City's contingency in the amount of \$369,710.64 for a total appropriation of \$4,066,816.98 and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the amendment and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: This Amendment No. 1 (GMP No. 1) to the construction manager at risk (CMAR) contract with Garney Companies, Inc. (Garney) includes the scope of work for pre-construction staking and documentation, storm water pollution prevention measures, and the drilling of one test well.

This project involves the design and construction of three new water wells, access roads, and collection lines in the well field. Each well will have a pumping capacity of 3,300 GPM and will be operated using a motor control cabinet, a variable frequency drive, and a generator for backup power. The project will also construct internal access roads and power distribution. The project will also build approximately 12,000 linear feet of collection line between the three wells and the tie-in point along Sandy Point Road. Coordination with BTU, Union Pacific Railroad and TXDOT is needed for power, access, and utility work. Land acquisition will be needed for easements.

Garney is providing pre-construction services (construction reviews, materials coordination, cost estimating, etc.) during the design phase. Garney will also be providing construction phase services. Construction will continue to be bid out through the CMAR and presented to City Council for approval as a Guaranteed Maximum Price (GMP) for each construction phase of the project. This GMP No. 1 is the first amendment to the CMAR contract for this Project. The project will begin construction in 2025 and will be complete before August 2028.

Budget & Financial Summary: A budget of \$69,300,000 is available in the Water Capital Improvement Projects Fund. A total of \$9,189,037 has been expended or committed to date, leaving a balance of \$60,110,963 for this CMAR Contract and any remaining project expenses.

The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this project because all of the long term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

Attachments:

1. 25300059_Wells 10_11_12 Project_CMAR Garney Co_Amd1_GMP1
2. Wells 10,11,12 and Collection Line Location Map

3. New Wells and Collection Line Second DRR (5.22.25)



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300059-GMP1 PROJECT #: WA2400 BID/RFP/RFQ#: RFP 24-084

Project Name / Contract Description: New Water Wells 10, 11 and 12

Name of Contractor: Garney Construction, Inc.

CONTRACT TOTAL VALUE: \$ 3,697,106.35

Grant Funded Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

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

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

Four (4) proposals were received. The budget for this project is \$51,500,000.00.

Account code WSWOC - This is the first GMP as it relates to Constructions Staking, Pre-construction & progress Documents

SWPP & BMP Installation and Test Well construction

(If required)*

CRC Approval Date*: N/A Council Approval Date*: 05/22/25 Agenda Item No*:

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

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

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

DATE

ASST CITY MGR – CFO

DATE

LEGAL DEPARTMENT

DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

MAYOR (if applicable)

DATE

N/A

CITY SECRETARY (if applicable)

DATE

9.12.23 UPDATED

**GUARANTEED MAXIMUM PRICE AMENDMENT NO. 1
TO THE STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONSTRUCTION MANAGER AT RISK**

This Guaranteed Maximum Price Amendment No. 1 to the Standard Form of Agreement Between City and Construction Manager At Risk (“Amendment No. 1” or “GMP No. 1”) is entered into by and between the City of College Station, Texas (“City” or “Owner”) and Garney Companies, Inc., (“Construction Manager”) for the construction of the following City Project: New Water Wells 10, 11, 12, Access Roads and Pipelines (the “Project”). This Amendment No. 1 amends the one certain Standard Form of Agreement Between the City and Construction Manager At Risk (the “Agreement”) entered into by and between the City of College Station, Texas and Construction Manager, dated October 25, 2024 (Contract No. 25300059), and further establishes the time for completion of the construction and a Guaranteed Maximum Price (“GMP”) for the construction of the following parts of the Project:

- (a) Bid Package 1.01 – Construction Staking & Preconstruction & Progress Documentation
- (b) Bid Package 1.02 – SWPPP & BMP Installation
- (c) Bid Package 1.05 – Test Well Construction

RECITALS

WHEREAS, City and Construction Manager entered into the Agreement dated as of October 25, 2024, for the construction of the City’s New Water Wells 10, 11, 12, Access Roads and Pipelines Project; and

WHEREAS, unless clearly provided otherwise herein, all terms, conditions, and phrases used herein shall have the same meaning as the terms, conditions, and phrases used in the Agreement, as amended; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement contemplates the delivery of a Construction Manager’s GMP Proposal or Proposals if the Project is split up into multiple GMP phases to City; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement requires that said proposal contain certain representations and documentation; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement provides that in the event City timely accepts the Construction Manager’s GMP Proposal, this GMP Amendment shall be executed; and

WHEREAS, the Construction Manager has delivered a Construction Manager’s GMP Proposal to City; and

WHEREAS, City desires to accept the Construction Manager’s GMP Proposal, subject to any amendments or revisions as set forth above and herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Construction Manager agree to modify and amend the Agreement as follows:

1. **Acknowledgments**. The Construction Manager acknowledges that this Amendment No. 1 does modify the original Project scope, budget, and time for completion set forth in the Agreement.
2. **Amendment is Cumulative**. The Construction Manager acknowledges that this Amendment No. 1 is cumulative and includes the costs for the payment bond, performance bond, insurance, general and administrative costs.

3. **GMP Proposal.** City hereby accepts the Construction Manager's detailed GMP Proposal for GMP Amendment No. 1 submitted by Construction Manager, dated April 24, 2025, a true and complete copy of which is attached hereto and incorporated herein by reference, marked as: Exhibit "A" and sub-Exhibits A-1 through A-8.
4. **Cost of Work for GMP No. 1.** Construction Manager's GMP for the Cost of the Work for this GMP No. 1 is: **Two Million Eight Hundred Eighty-Two Thousand Six Hundred Fifty-Six and 35/100 Dollars (\$2,882,656.35)**, subject to additions and deductions by Change Order as provided in the Contract Documents as agreed by City and Construction Manager. GMP No. 1 is an amount that the Cost of the Work shall not exceed and is based on and detailed in the attached Exhibit "A" and sub-Exhibits A-1 through A-8.
5. **Preconstruction Service Fee for GMP No. 1.** The Construction Manager's Preconstruction Service Fee is a stipulated lump sum of **Three Hundred Twenty-Four Thousand Four Hundred Fifty and 00/100 Dollars (\$324,450.00).**
6. **CMAR General Conditions for GMP No. 1.** The Construction Manager's General Conditions for GMP No. 1 is a stipulated 8% of the Cost of the Work. The sum of the General Conditions for GMP No. 1 is: **Two Hundred Thirty-One Thousand and 00/100 Dollars (\$231,000.00).**
7. **CMAR Fee for GMP No. 1.** The Construction Manager's Fee (Construction Services Fee) for the Construction of the Work in GMP No. 1 is hereby established in the sum of **Two Hundred Fifty-Nine Thousand and 00/100 Dollars (\$259,000.00)**, based on the product of **9%** multiplied by the Cost of the Work.
8. **Total GMP No. 1 Amount.** The total amount for GMP No. 1 is: **Three Million Six Hundred Ninety-Seven Thousand One Hundred Six and 35/100 Dollars (\$3,697,106.35).**
9. **All Costs Included in CMAR Fee.** All costs and expenses for those General Conditions, identified by the Construction Manager in its response to the RFP, as well as all overhead expenses and Cost of the Work for the construction are included in the above GMP totals. The Construction Manager acknowledges and agrees that City shall have no liability for any General Condition expenses beyond payment of the above noted amount, and Construction Manager agrees that it shall not be entitled to receive any additional compensation from City for the General Conditions beyond this amount unless expressly adjusted by a Change Order authorized in writing by the City.
10. **Substantial Completion for Test Well.** Pursuant to the terms of the Agreement and this GMP No. 1, the Test Well portion of the Project will be substantially complete by August 13, 2025, so long as the Written Notice to Proceed is issued within two (2) weeks of final execution of this GMP No. 1, as defined in Section 2.15 of the Agreement.
11. **Agreement Terms and Conflict.** Except as modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, as amended, City and Construction Manager agree that the terms of this Amendment shall take precedence.

Signature Page Immediately Follows

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the last date making it fully executed.

GARNEY COMPANIES, INC.

CITY OF COLLEGE STATION

By: BILL WILLIAMS

By: _____

Printed Name: BILL WILLIAMS

City Manager

Date: _____

Title: Executive Vice President

Date: 5/15/2025

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

List of Exhibits:

Exhibit "A" – Construction Manager's GMP No. 1 Proposal

Exhibit "A-1" – GMP No. 1 – Cost Summary

Exhibit "A-2" – GMP No. 1 – Plans

Exhibit "A-3" – GMP No. 1 – Addenda No. 1

Exhibit "A-4" – GMP No. 1 – Assumptions and Exclusions

Exhibit "A-5" – GMP No. 1 – Construction Staking (SOV 1.01)

Exhibit "A-6" – GMP No. 1 – SWPPP (SOV 1.2)

Exhibit "A-7" – GMP No. 1 – Test Well (SOV 1.5)

Exhibit "A-8" – GMP No. 1 – Payment and Performance Bonds for GMP No. 1

Exhibit “A”
Construction Manager’s GMP No. 1 Proposal

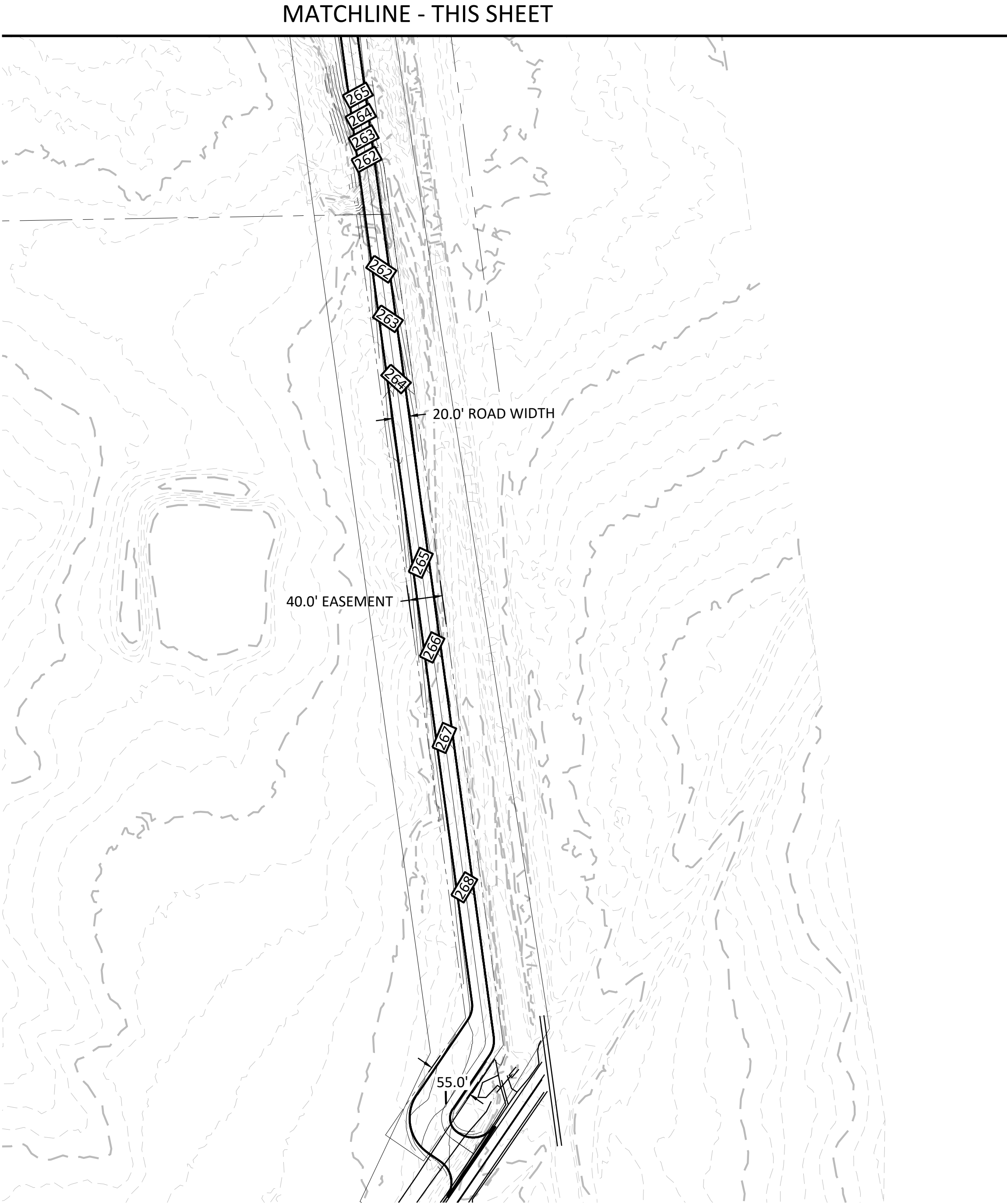
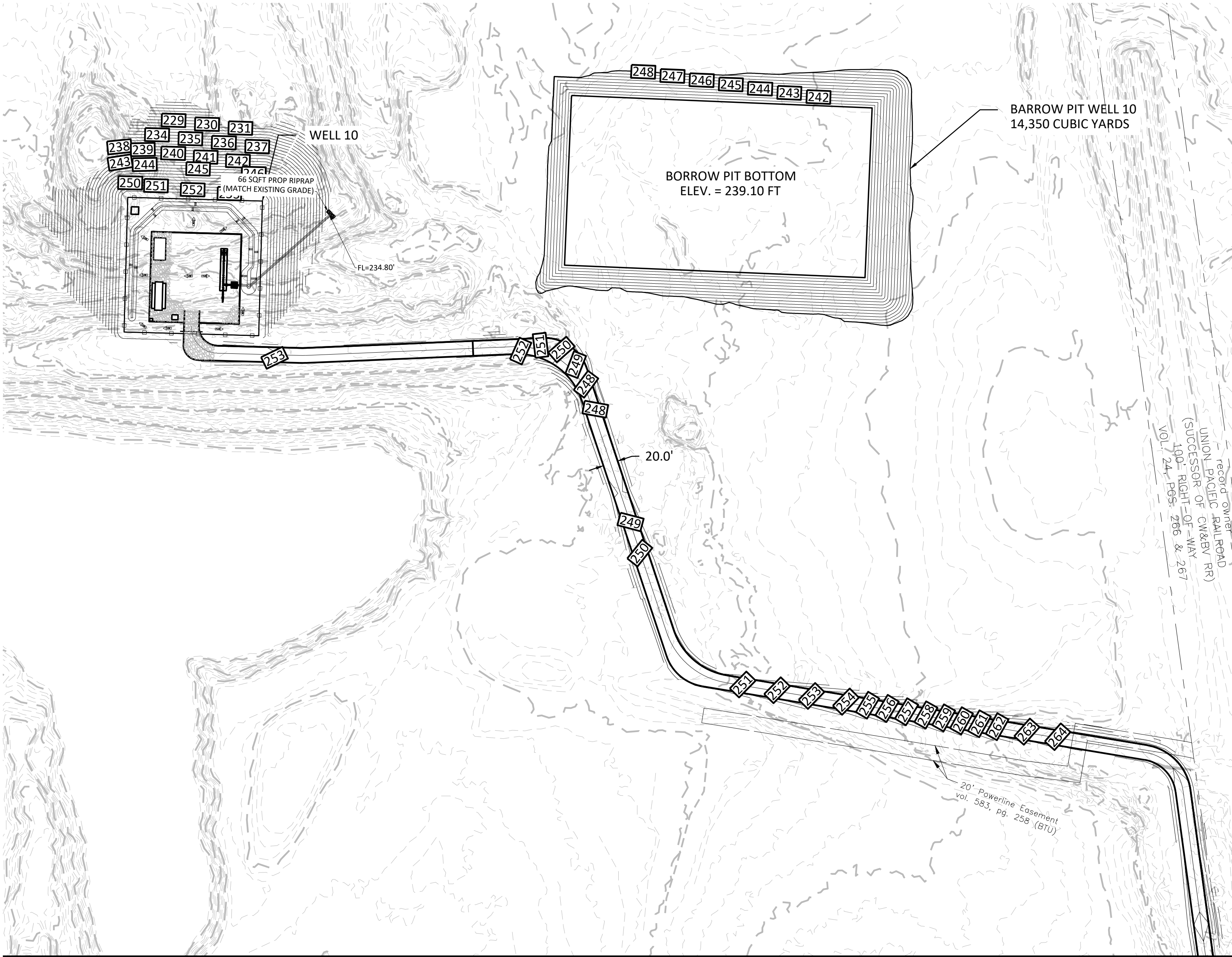
Exhibit "A-1" - Cost Summary

CMAR Recommendation No. 01

4/24/2025 11:33 AM

Water Wells 10, 11, 12 and Pipelines						4/24/25 11:32 AM	
ITEM NUMBER	BID PACKAGE	SYSTEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
			BID PACKAGES AND SCOPES OF WORK			\$ -	\$ -
1000	1.01		Construction Staking and Preconstruction & Progress Documentation	1.0	Lump Sum	\$ 266,366	\$ 266,366.00
1020	1.02		SWPPP and BMP Installation	1.0	Lump Sum	\$ 412,771	\$ 412,771.00
1050	1.05		Test Well Construction	1.0	Lump Sum	\$ 2,066,250	\$ 2,066,250.00
			CONTINGENCIES			\$ -	\$ -
1220	CMAR	CMAR	CMAR Contingency (2% after 100% Design)	0%	Percent	\$ 2,745,387	\$ -
1230	CMAR	CMAR	Design Contingency	5.00%	Percent	\$ 2,745,387	\$ 137,269.35
			FEE's and GC's				
						SUBTOTAL COST OF WORK	\$ 2,882,656.35
2000	CMAR	CMAR	Preconstruction Service Fee	1.0	Lump Sum	\$ 324,450	\$ 324,450.00
2010	CMAR	CMAR	CMAR GC's	8%	Percent of Cost of Work	\$ 2,882,656	\$ 231,000.00
2010	CMAR	CMAR	Construction Services Fee	9%	Percent of Cost of Work	\$ 2,882,656	\$ 259,000.00
						SUBTOTAL COW + CMAR	\$ 3,697,106.35
						TOTAL	\$ 3,697,106.35
Cost above are indicative of the drawings and specifications provided on 02/21/2025. Clarifications and assumptions are included herein.							

Exhibit "A-2" - Plans



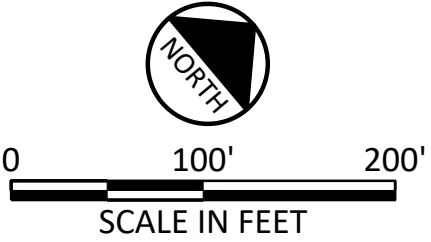
1

WELL 10 GRADING PLAN

1"=100'

NOTES:

1. DIMENSIONS FOR BORROW PIT ARE BASED ON THE FILL NEEDED TO BUILD THE WELL PAD SITE AND THE RAMPED ACCESS ROAD TO WELL 10.



WELLS 10, 11,12 AND COLLECTION PIPELINE

WELL 10 GRADING PLAN

NO.	ISSUE	BY	DATE	F&N JOB NO.			
				CCL24426			
A	BID PACKAGE 1.00-ADDENDA 1	DHM	04.03.2025	DATE	APR 2025	DESIGNED	BMB
				DRAWN	ARL	CHECKED	BMB
APPROVED							
VERIFY SCALE							
Bar Scale is one inch on original drawing. If not one hinch on this sheet, adjust _____ 1 scale.							
CV-ALL-PL-GRAD.dwg							

C-3

SEQ. 16 OF 109

CITY OF COLLEGE STATION TEXAS

CIVIL

WELLS 10, 11,12 AND COLLECTION PIPELINE

WELL 10 GRADING PLAN

FRESE
NICHOLS
101 S. Locust Street, Suite 202
Denton, Texas 76201
Phone - (940) 220-4340
Web - www.freese.com

Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

NOT FOR CONSTRUCTION
THIS DOCUMENT IS RELEASED FOR THE
PURPOSE OF INTERIM REVIEW UNDER THE
PROVISIONS OF THE TEXAS PROFESSIONAL
ENGINEERING ACT. IT IS NOT TO BE USED FOR CONSTRUCTION,
BIDDING OR PERMIT PURPOSES.

ACAD Rev: 25.0s (LMS Tech)
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Last Saved: 4/3/2025 10:15 AM Saved By: 08430

Plot Date: 4/3/2025 10:40 AM Plot By: 08430 Filename: N:\F\Drawings\1. General\CV-ALL-PL-GRAD.dwg
and Collection Pipeline

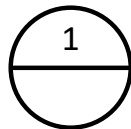
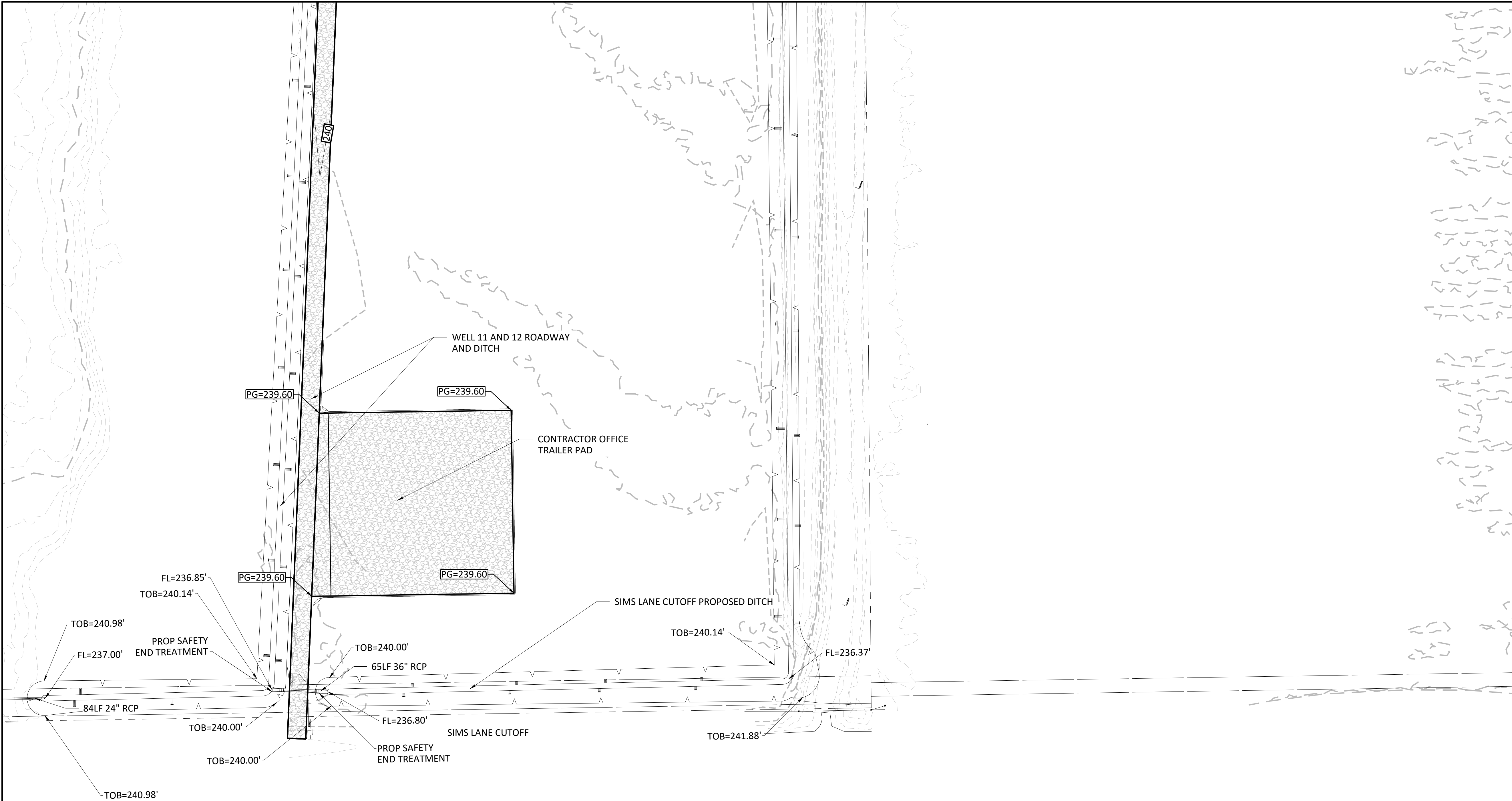
Recommendation No. 01

16 of 280

Page 149 of 313

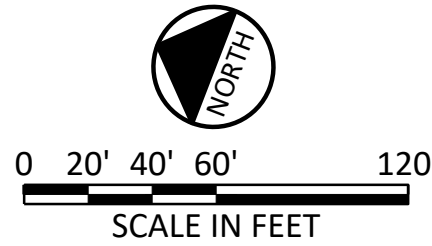
MATCHLINE SHEET C-14

MATCHLINE SHEET C-16



SIMS LANE CUTOFF DITCH GRADING PLAN II

1"=60'



EWP

CITY OF COLLEGE STATION TEXAS
WELLS 10, 11, 12 AND COLLECTION PIPELINE

CIVIL
SIMS LANE CUTOFF DITCH GRADING PLAN II

NO.	ISSUE	BY	DATE	F&N JOB NO.
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3	Bar Scale is one inch on original drawing.			
4	1" if not one hinch on this sheet, adjust			
5	scale.			
6	FILE NAME			
7	CV-ALL-PL-GRAD.dwg			
8	DESIGNED		APR 2025	JAE
9	DRAWN			WFA
10	CHECKED			JVW
11	APPROVED			

SHEET

C-15

SEQ.

28 OF 109

Freeze and Nichols, Inc.
Texas Registered Engineering Firm F-2144



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Last Saved: 4/3/2025 10:15 AM. Saved By: 08430

City of College Station, Texas
Plot Date: 4/3/2025 10:40 AM Plot By: 08430 Filename: N:\F\Drawings\1. General\CV-ALL-PL-GRAD.dwg
and Collection Pipeline

Recommendation No. 01

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Texas Registered Engineering Firm F-2144

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**FREEZE
NICHOLS**
101 S. Locust Street, Suite 202
Denton, Texas 76201
Phone - (940) 220-4340
Web - www.freeze.com

CITY OF COLLEGE STATION TEXAS

WELLS 10, 11, 12 AND COLLECTION PIPELINE

CIVIL

WELL 11 GRADING PLAN

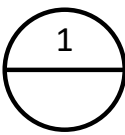
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C-16

SEQ. 29 OF 109

MATCHLINE SHEET C-15

MATCHLINE SHEET C-18



WELL 11 GRADING PLAN

1"=60'

NOTES:

- DIMENSIONS FOR BORROW PIT ARE BASED ON THE FILL NEEDED TO BUILD THE WELL PAD SITE AND THE RAMPED ACCESS ROAD TO WELL 11 AND 12.

0 20' 40' 60' 120'
SCALE IN FEET

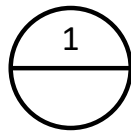
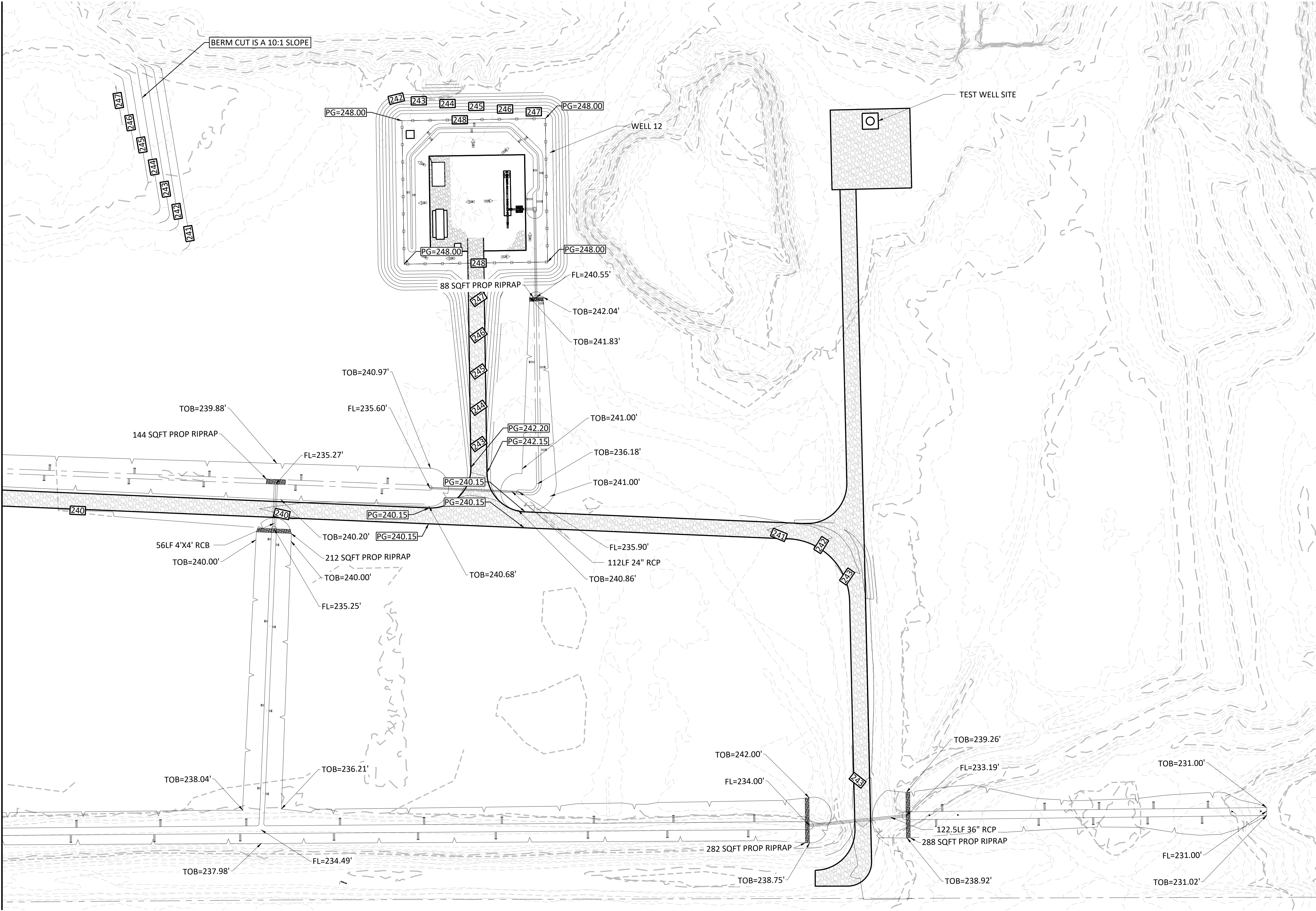
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Plot Date: 4/3/2025 10:40 AM Plot By: 08430 Filename: N:\F\Drawings\1. General\CV-ALL-PL-GRAD.dwg
and Collection Pipeline

Recommendation No. 01

MATCHLINE SHEET C-16



WELL 12 GRADING PLAN

1"=60'

0 20' 40' 60' 120'
SCALE IN FEET

EWP

CITY OF COLLEGE STATION TEXAS
WELLS 10, 11, 12 AND COLLECTION PIPELINE

CIVIL

WELL 12 GRADING PLAN

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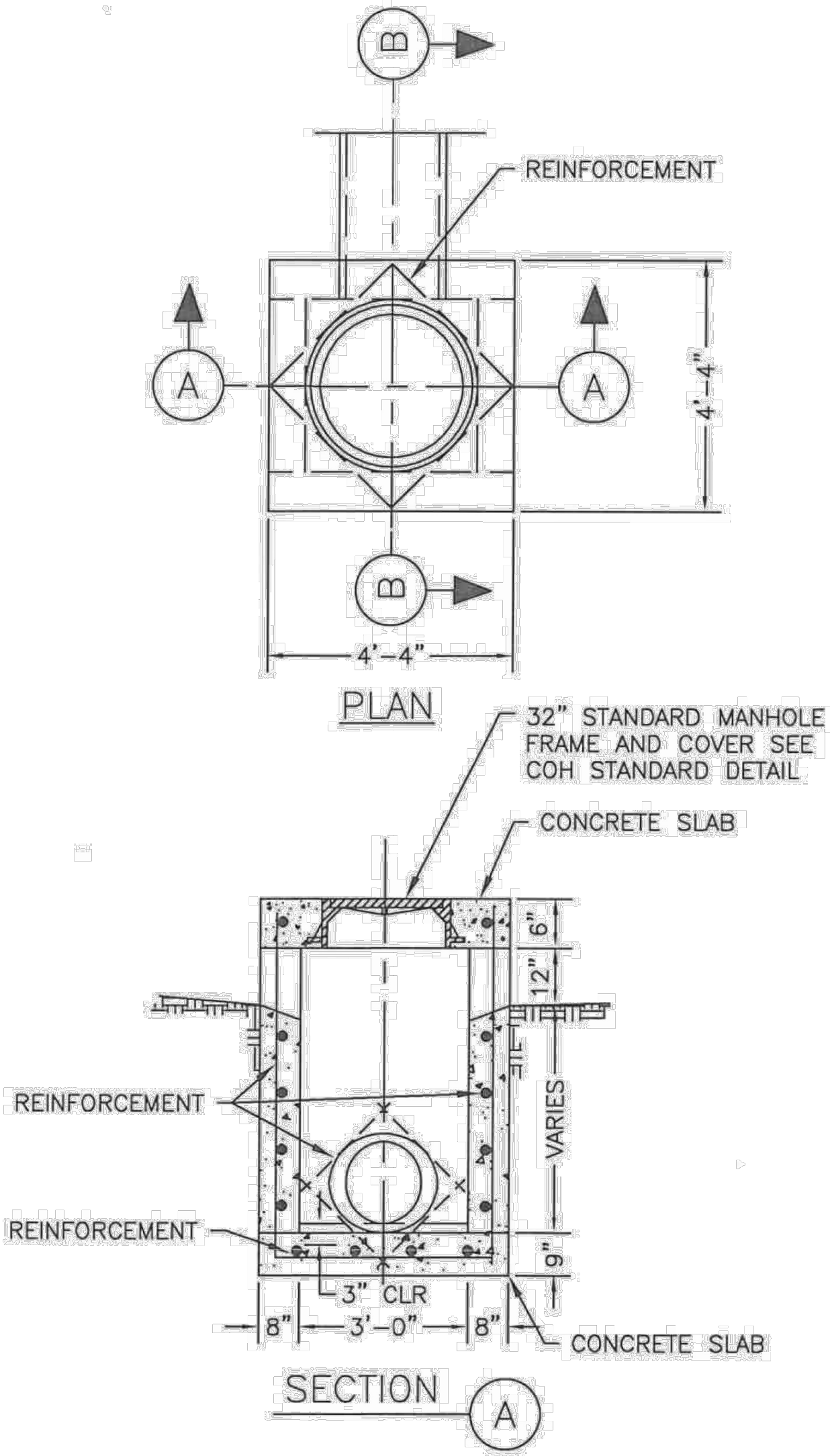
C-18

SEQ. 31 OF 109

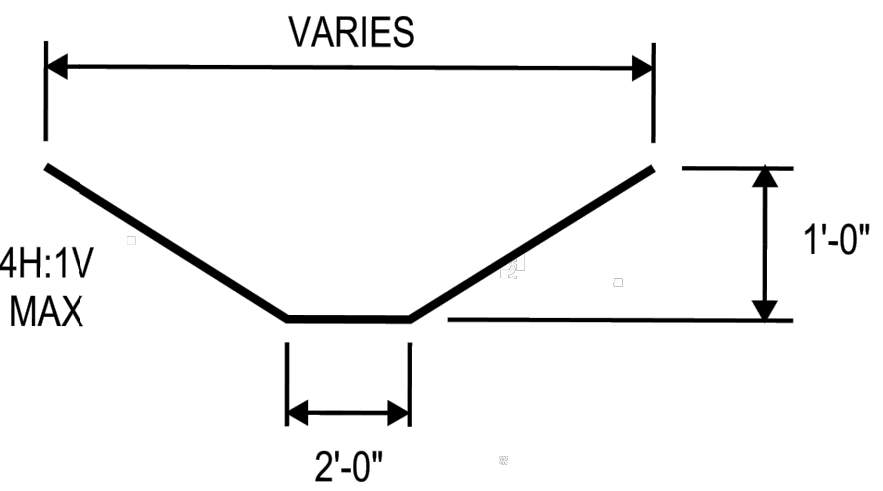
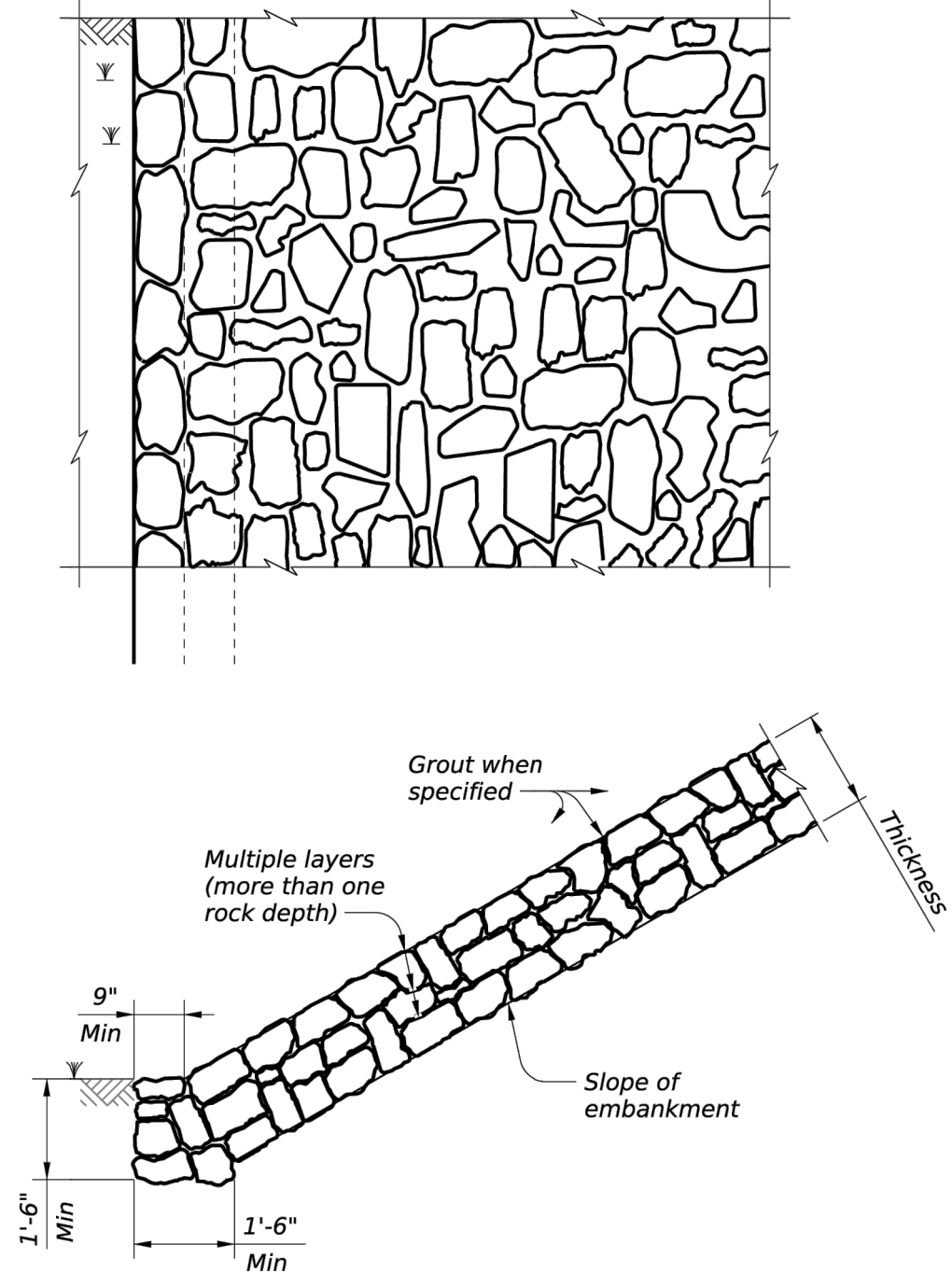
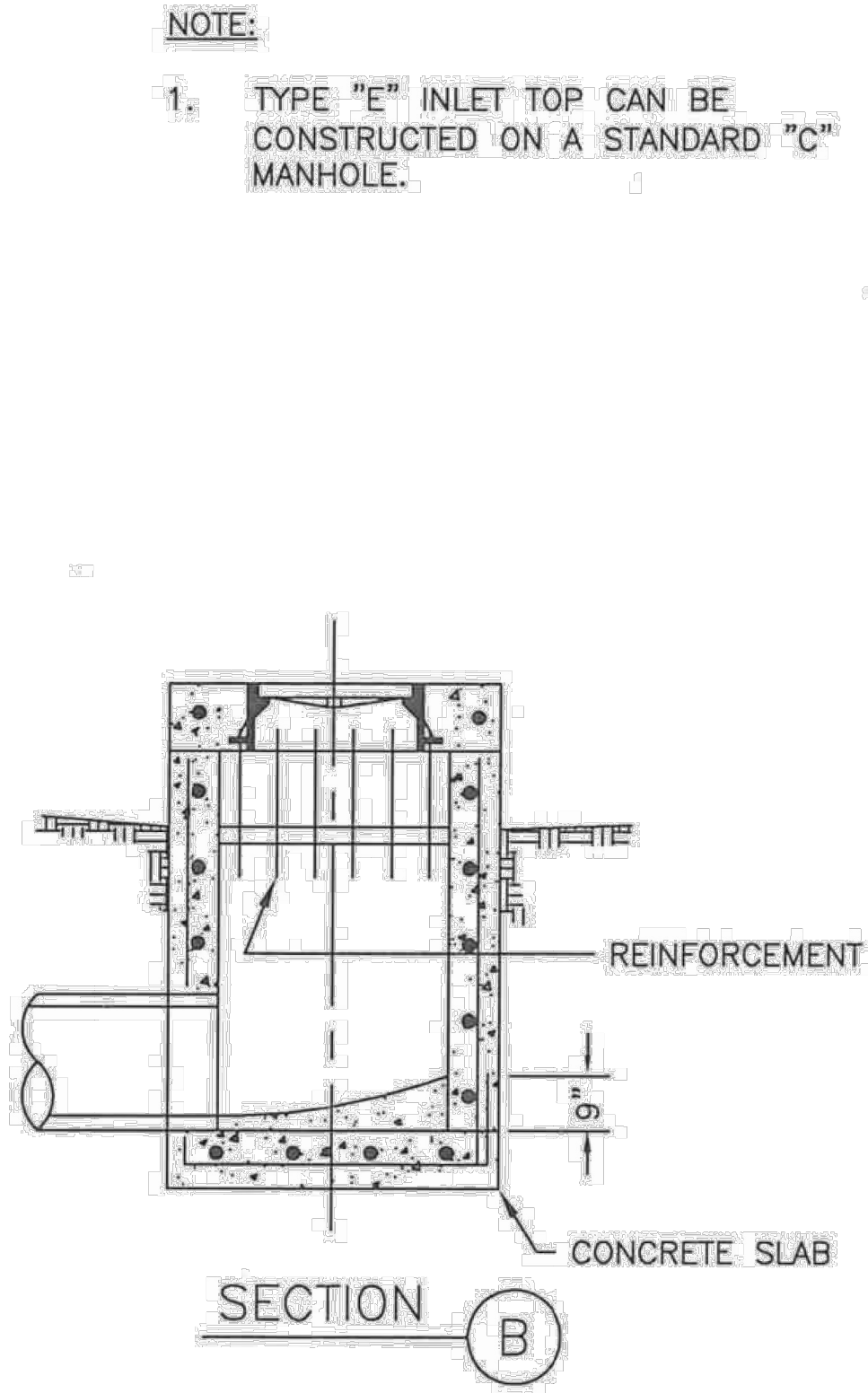
Freese and Nichols, Inc.
Texas Registered Engineering Firm F-2144

FRESE & NICHOLS
101 S. Locust Street, Suite 202
Denton, Texas 76201
Phone - (940) 220-4340
Web - www.freese.com

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STORM SEWER TYPE "E" INLET
NOT TO SCALE

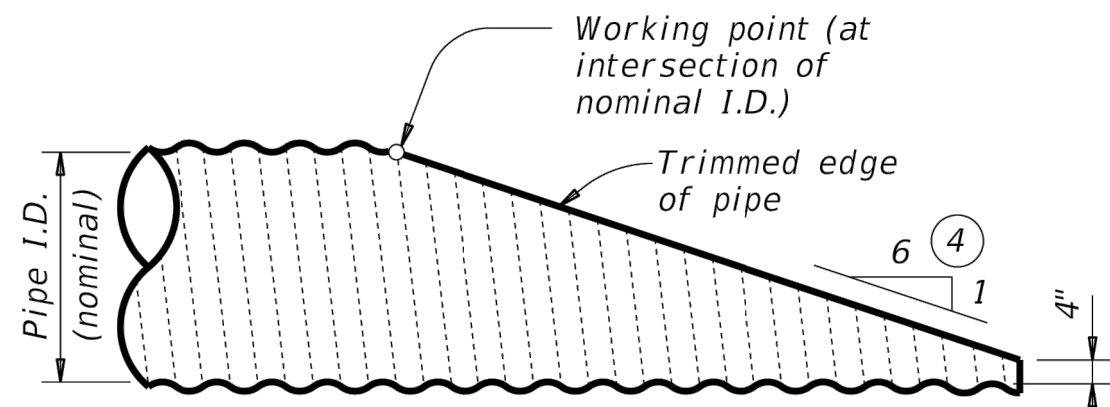


TxDOT COMMON STONE RIPRAP (DRY OR GROUTED)
NOT TO SCALE

NO.	ISSUE	BY	DATE	F&N JOB NO.	DATE	DESIGNED	DRAWN	CHECKED	APPROVED	FILE NAME
0	BID PACKAGE 1.00-ADDENDA 1 VERIFY SCALE			CCL24267	MAY 2025	JAE	WFA	DHM	JVM	CV-DRA-PS-SITES10-12.dwg
1	Bar Scale is one inch on original drawing. 1: if not one inch on this sheet, adjust scale.									

DISCLAIMER: The use of this standard is governed by the "Texas Engineering Practice Act." No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

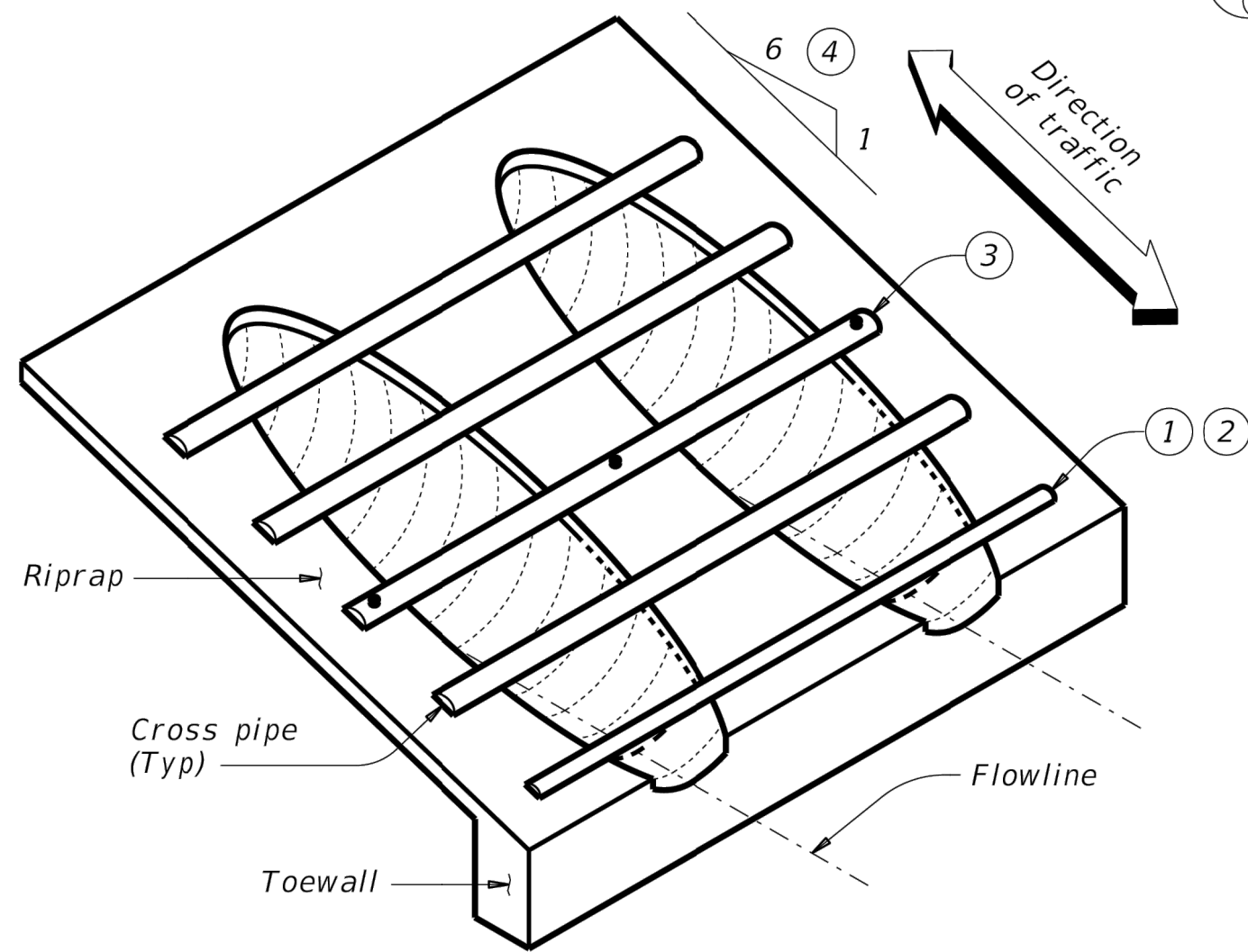
DATE: FILE:



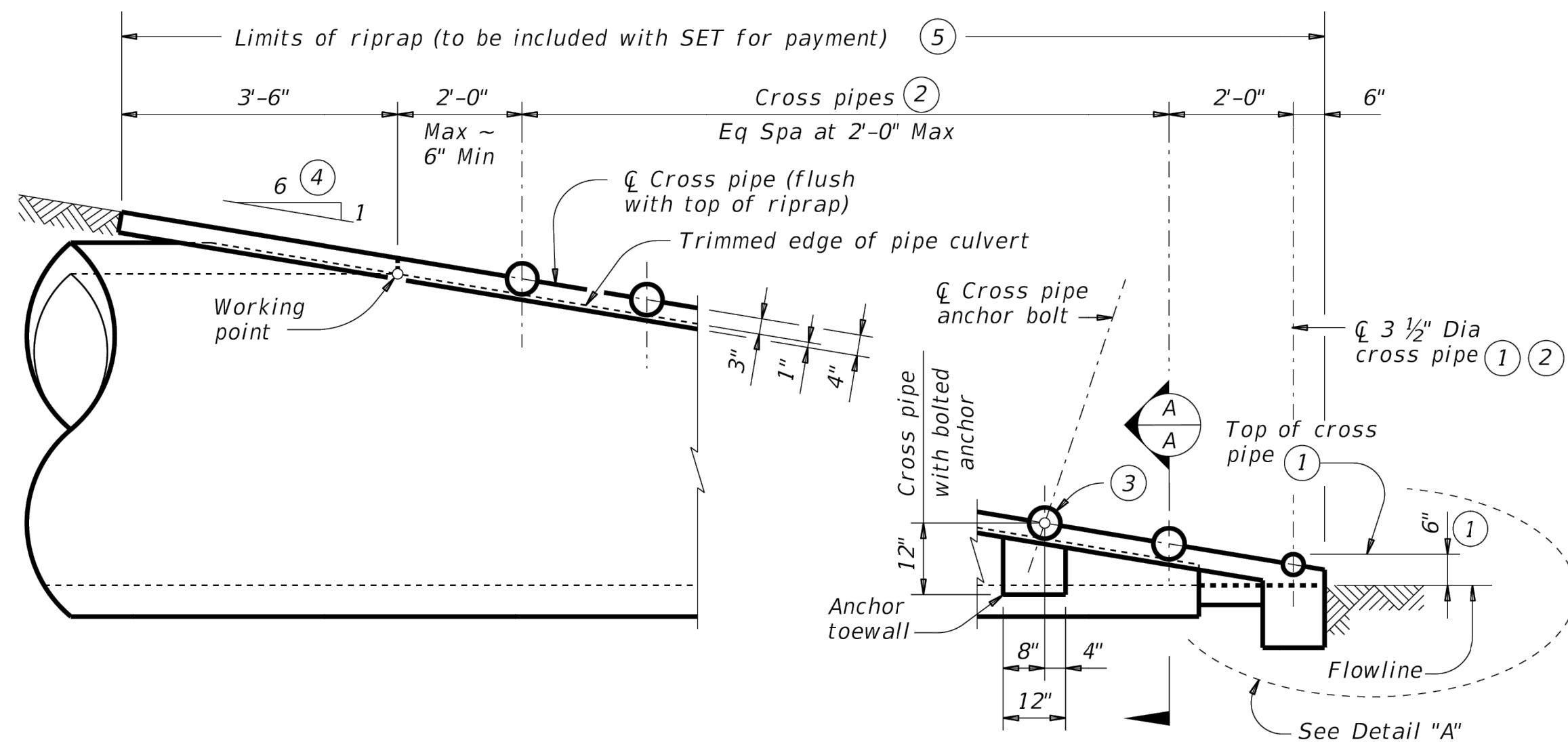
NOTE: All cross pipes, calculations, and dimensions are based on the pipe culverts mitered as shown in this detail. Alternate styles of mitered ends will require that appropriate adjustments be made to the values presented on this standard.

SIDE ELEVATION OF TYPICAL PIPE CULVERT MITER

(Showing corrugated metal pipe (CMP) culvert. Details at reinforced concrete pipe (RCP) culvert are similar.)

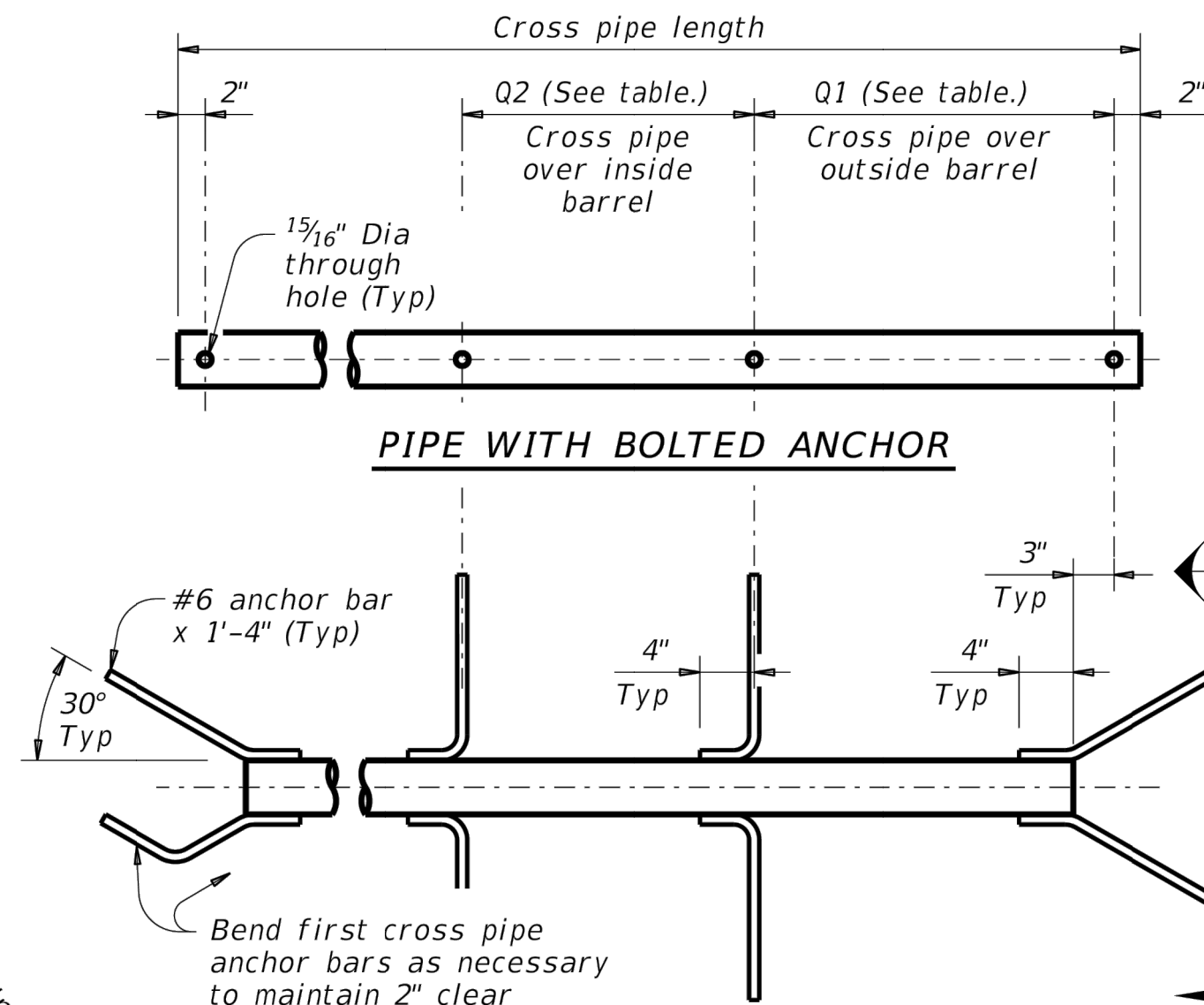


ISOMETRIC VIEW OF TYPICAL INSTALLATION

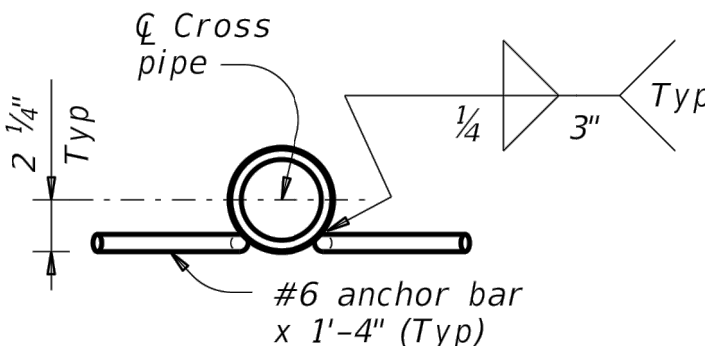


SIDE ELEVATION OF CAST-IN-PLACE CONCRETE

(Showing reinforced concrete pipe (RCP) culvert. Details at corrugated metal pipe (CMP) culvert are similar.)

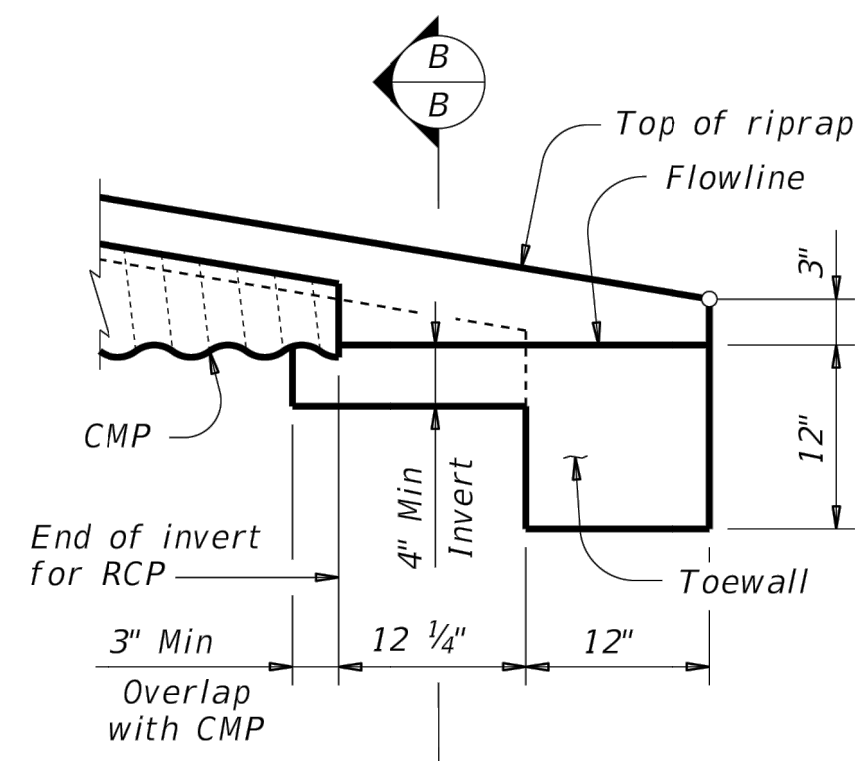


PIPE WITH ANCHOR BARS



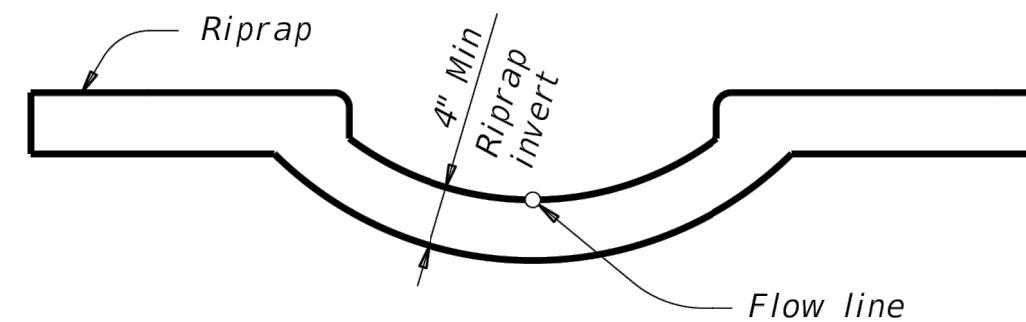
SECTION C-C

CROSS PIPE DETAILS



DETAIL "A"

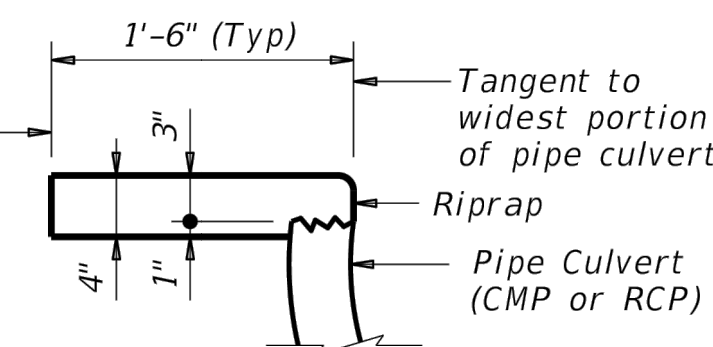
(Showing invert with corrugated metal pipe (CMP) culvert. Reinforced concrete pipe (RCP) culvert details are similar. Cross pipes not shown for clarity.)



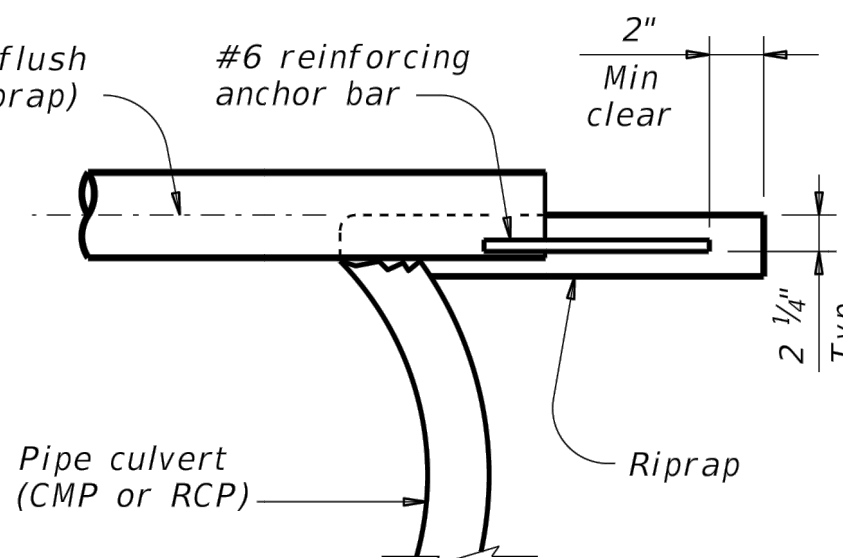
SECTION B-B

(Cross pipes not shown for clarity.)

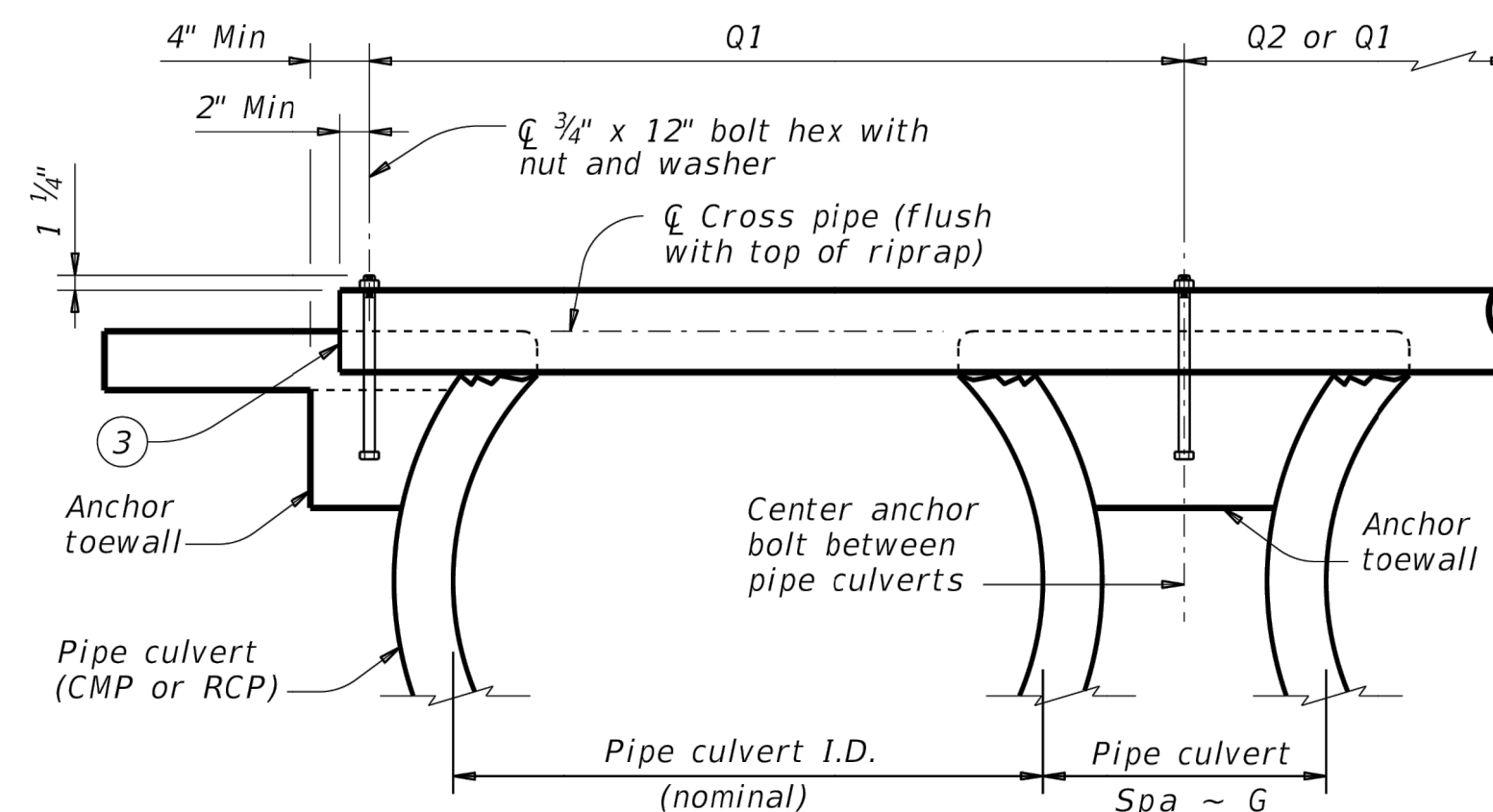
Limits of riprap (to be included with SET for payment) ⑤



SHOWING TYPICAL PIPE CULVERT AND RIPRAP



SHOWING CROSS PIPE WITH ANCHOR BAR



SHOWING CROSS PIPE WITH BOLTED ANCHOR

SECTION A-A

CROSS PIPE LENGTHS, REQUIRED PIPE SIZES, AND RIPRAP QUANTITIES ②

Nominal Culvert I.D.	Conc Riprap (CY) ⑥	Pipe Culvert Spa ~ G	Single Barrel ~ Q1	Multi-Barrel ~ Q1	Q2	Conditions for Use of Cross Pipes	Cross Pipe Sizes
12"	0.6	0' - 9"	N/A	2' - 1"	1' - 9"	3 or more pipe culverts	3" Std (3.500" O.D.)
15"	0.7	0' - 11"	N/A	2' - 5"	2' - 2"		
18"	0.8	1' - 2"	N/A	2' - 10"	2' - 8"		
21"	0.9	1' - 4"	N/A	3' - 2"	3' - 1"		
24"	0.9	1' - 7"	N/A	3' - 6"	3' - 7"		
27"	1.0	1' - 8"	N/A	3' - 10"	3' - 11"	3 or more pipe culverts	3 1/2" Std (4.000" O.D.)
30"	1.1	1' - 10"	N/A	4' - 2"	4' - 4"	2 or more pipe culverts	
33"	1.2	1' - 11"	4' - 2"	4' - 5"	4' - 8"	All pipe culverts	
36"	1.3	2' - 1"	4' - 5"	4' - 9"	5' - 1"	All pipe culverts	4" Std (4.500" O.D.)
42"	1.5	2' - 4"	4' - 11"	5' - 5"	5' - 10"		
48"	1.7	2' - 7"	5' - 5"	6' - 0"	6' - 7"		
54"	2.0	3' - 0"	5' - 11"	6' - 9"	7' - 6"		
60"	2.2	3' - 3"	6' - 5"	7' - 4"	8' - 3"		
66"	2.4	3' - 3"	6' - 11"	7' - 10"	8' - 9"	All pipe culverts	5" Std (5.563" O.D.)
72"	2.7	3' - 4"	7' - 5"	8' - 5"	9' - 4"		

- ① The proper installation of the first cross pipe is critical for vehicle safety. Place the top of the first cross pipe no more than 6" above the flow line.
- ② Provide cross pipes, except the first bottom pipe, of the size shown in the table. Provide a 3 1/2" standard pipe (4" O.D.) for the first bottom pipe.
- ③ Install the third cross pipe from the bottom of the culvert using a bolted connection. Ensure that riprap concrete does not flow into the cross pipe so as to permit disassembly of the bolted connection to allow cleanout access. At the Contractor's option, install all other cross pipes using the bolted connection details.
- ④ Match cross slope as shown elsewhere in the plans. Cross slope of 6:1 or flatter is required for vehicle safety.
- ⑤ Riprap placed beyond the limits shown will be paid for as concrete riprap in accordance with Item 432, "Riprap."
- ⑥ Quantities shown are for one end of one reinforced concrete pipe (RCP) culvert. For multiple pipe culverts or for corrugated metal pipe (CMP) culverts, quantities will need to be adjusted. Riprap quantities are for contractor's information only.

MATERIAL NOTES:

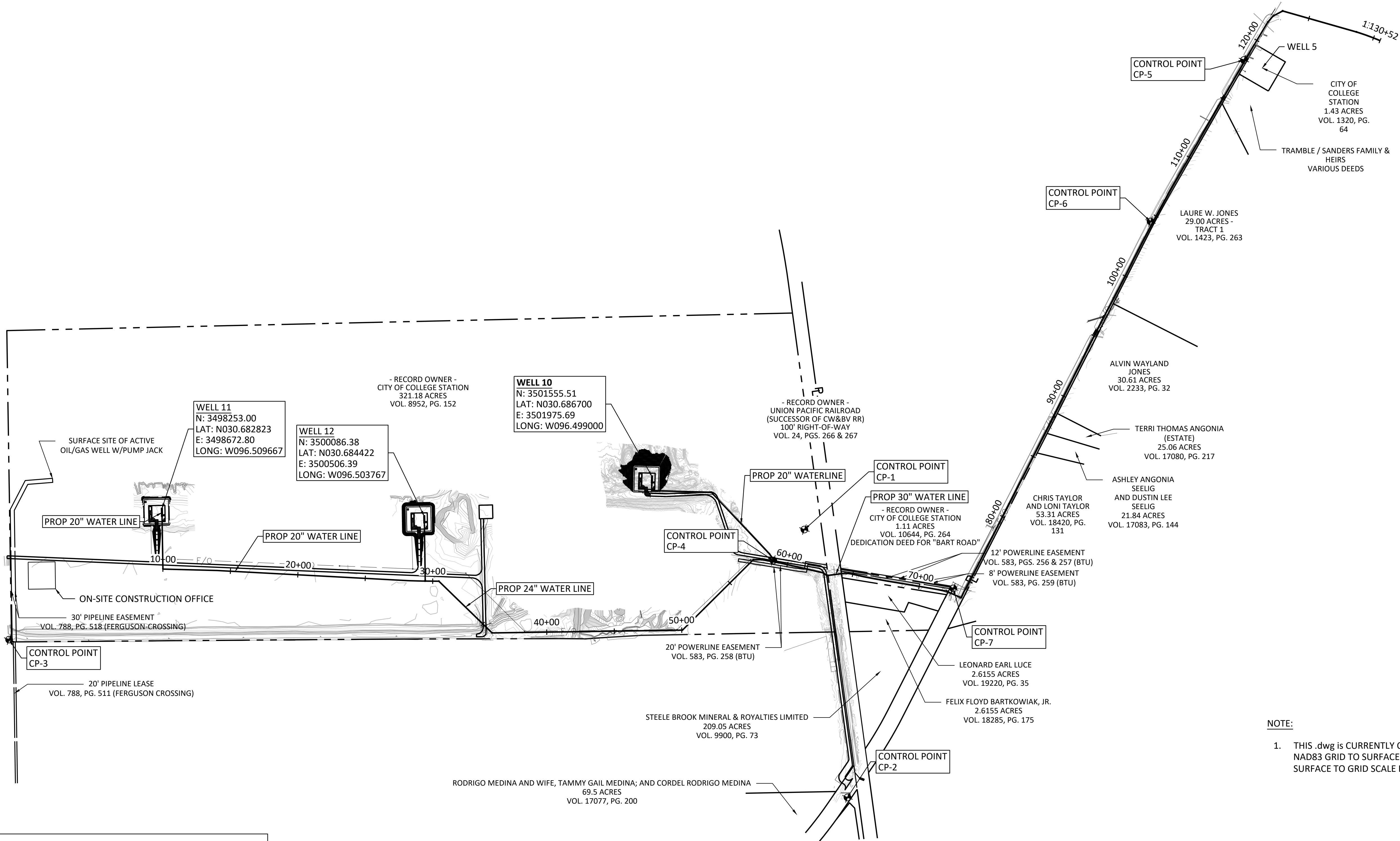
Synthetic fibers listed on the "Fibers for Concrete" Material Producer List (MPL) may be used in lieu of steel reinforcing in riprap concrete unless noted otherwise.
Provide cross pipes that meet the requirements of ASTM A53 (Type E or S, Gr B), ASTM A500 (Gr B), or API 5LX52.
Provide ASTM A307 bolts and nuts.
Galvanize all steel components, except concrete reinforcing, after fabrication. Repair galvanizing damaged during transport or construction in accordance with the specifications.

GENERAL NOTES:

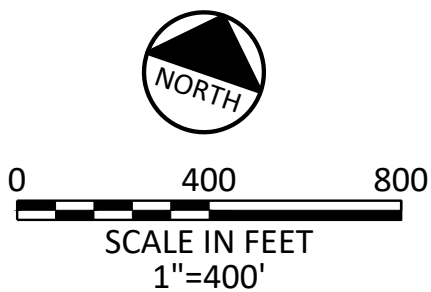
Cross pipes are designed for a traversing load of 10,000 pounds at yield as recommended by Research Report 280-2F, "Safety Treatment of Roadside Parallel-Drainage Structures", Texas Transportation Institute, March 1981.
Safety end treatments (SET) shown herein are intended for use in those installations where out of control vehicles are likely to traverse the openings approximately perpendicular to the cross pipes.
Construct concrete riprap and all necessary inverts in accordance with the requirements of Item 432, "Riprap."
Payment for riprap and toewall is included in the Price Bid for each Safety End Treatment.

				Bridge Division Standard	
SAFETY END TREATMENT FOR 12" DIA TO 72" DIA PIPE CULVERTS TYPE II ~ PARALLEL DRAINAGE SETP-PD					
FILE: CD-SETP-PD-20.dgn	DN: GAF	CK: CAT	DW: JRP	CK: GAF	
©TxDOT February 2020	CONT	SECT	JOB	HIGHWAY	
REVISIONS					
DIST	COUNTY			SHEET NO.	
				C-71	

CONTROL POINT TABLE				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
CP-1	10235519.06	3503169.73	259.30	5/8" IR
CP-2	10233781.49	3504179.15	269.60	MAGNAIL
CP-3	10232645.60	3497964.02	241.60	5/8" IR
CP-4	10235222.91	3503036.82	254.70	MAGNAIL
CP-5	10239932.69	3504960.93	300.90	SQUARE CUT
CP-6	10238568.49	3504744.26	305.60	5/8" IR
CP-7	10235507.41	3504355.11	279.10	5/8" IR



- NOTE:
- THIS .dwg is CURRENTLY ON SURFACE DATUM
NAD83 GRID TO SURFACE SCALE FACTOR: 1.00012 (EXACT)
SURFACE TO GRID SCALE FACTOR: 0.9998800144 (1/1.00012)



CITY OF COLLEGE STATION, TEXAS
WELLS, 10, 11, 12 AND COLLECTION PIPELINE

GENERAL
SURVEY CONTROL

NO.	ISSUE	BY	DATE	F&N JOB NO.	DESIGNED	DRAWN	CHECKED	APPROVED	FILE NAME
				CCL24267	MAY 2025	JAЕ	WFA	JVW	GN-ALL-GN-BLOC.dwg
REVISION				DHM 04.01.2025					
VERIFY SCALE				1: if not one inch on this sheet, adjust scale.					
SHEET				G-7					
SEQ.				# OF 109					

Exhibit "A-3" Addenda No. 1



City of College Station
Wells 10, 11, 12 and Collection Pipeline

Bid Package 1.00 – Construction Staking & Preconstruction & Progress Documentation (Bid Package 1.01), SWP3 & BMP Installation (Bid Package 1.02), ROW Clearing, Grubbing & Temporary Construction Gaps (Bid Package 1.03), Well Site Access Road Construction (Bid Package 1.04) and Test Well Construction (Bid Package 1.05).

ADDENDUM No. 1

April 4th, 2025

TO BIDDER OF RECORD:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the purchase of materials and special services described in Bid Package 1.00 for the City of College Station Wells 10, 11, 12 and Collection Pipeline Project dated April 2025 as fully and completely as if the same were full set forth therein. This addendum includes changes, additions, and/or deletions to the Bid Package described above.

FRONT END SPECIFICATIONS:

1. 00 42 23.03 – SOV – 1.04 – Revised and attached to this Addenda No. 1.
 - a. Revisions/changes are highlighted in Blue fill or font for ease in identification of changes on both the SOV sheet as well as the Measurement and Payment sheet.
2. 00 42 23.03 – SOV – 1.03 – Revised and attached to this Addenda No. 1.
 - a. Revisions/changes are highlighted in Blue fill or font for ease in identification of changes on both the SOV sheet as well as the Measurement and Payment sheet.

TECHNICAL SPECIFICATIONS:

None.

PLAN SHEETS:

1. Replace current plan sheets with the corresponding plan sheets attached to this document labeled; C-3, C-15, C-16, C-18, C-70, C-71 and G-7.

ATTACHMENTS:

1. Bid Package 1.00 Pre-Bid Meeting Agenda and Sign-In list for Non-Mandatory Pre-Bid Meeting on 03/26/2025.
2. Civcast Questions and Answers as of the 04/03/2025 Deadline.
3. City of College Station - Bid Package 1.00 - SOV 1.03 - Clearing of ROW and Well Sites

CIVCAST UPLOADS:

1. Updated Excel version of SOV 1.04 – Addendum No. 1.
2. Updated Excel version of SOV 1.03 – Addendum No. 1.

3. Geotechnical Report

END OF ADDENDA

**CITY OF COLLEGE STATION
WELLS 10, 11, 12 and
COLLECTION PIPELINE**

Project No. CCL24267



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

cstx.gov

**CMAR Recommendation #1
COCS Bid Packages 1.00
Work Procurement
Tab-3 Assumptions and
Exclusions**



Tab 3 – Description of Variations, Substitutions Proposed

1. **Specifications** (See hyperlink provided in Tab 2 to gain access to the contract documents that accompanied Bid Package #1). Per this Early Work GMP #1, submittal is “as per specifications” at time of Bid Package #1.
 - a. Qualifications and Assumptions (See Below)
 - b. Exclusions (See Below)
2. **Assumptions and Clarifications**
 - a. This is strictly material procurement per plans and specifications available at time of bid.
 - b. GMP pricing exclusive of installation costs outside of the scopes of work outlined in Bid Package 1.
 - c. GMP pricing contingent upon COCS May 8th 2025 Board Approval.
 - d. There are no contingencies included to facilitate material storage at manufacturer (Pipe, fittings, valves, motors and any other component(s))
 - e. GMP based upon 5-day work weeks (Monday through Friday) and 24-hr continuous working durations/shifts per Bid Package 1.05 as shown in their Technical Proposal and Schedule.
 - f. GMP does not include standard nor overtime for Construction Inspection Fees that are provided by others.
 - g. GMP does not capture any of the costs associated with Bid Package 1.03 (Clearing) and 1.04 (Access Road Construction and Elevated Well Pads) – these are currently being re-bid and the cost for these Scopes of Work will be captured in a forthcoming submission to the City of College Board for review and approval.
 - h. GMP does not capture any additional scopes of work for each respective bid package outside of the scopes of work identified within the Schedule of Values attached to this document.
 - i. GMP does not include costs to improve county roads to accommodate construction deliveries, maintenance during construction, nor reimbursement funds. That is to be included in a future GMP if directed and or deemed necessary by the remainder of the Project Team.
 - j. GMP does not include permits, utility encroachment agreement, etc. to be obtained by Others. GMP based on timely procurement of these permits by others to avoid unforeseen construction delay.
 - k. GMP does not include costs to provide Rail Road flagging nor special settlement monitoring.
 - l. GMP assumes that access to all properties will remain constant for the duration of the project and all properties necessary for construction pertaining to Bid Packages 1.05 have access permissions at time of NTP.
 - m. GMP based on geotechnical reports available at time of CMAR Bid Package 1.00
 - n. GMP assumed all necessary materials testing, outside of those ‘special tests’ called out in the Test Well Specification are financially covered by others.
 - o. GMP Includes 8% cost of work per CMAR Contract (General Conditions)
 - p. GMP Includes 9% cost of work per CMAR Contract (Construction Services Fee)
 - q. GMP Includes 5% cost of work (Design/CMAR Contingency)(Per AACE Guidelines)
3. **Value Analysis**
 - a. GMP does not take into account any Value Engineering deducts per Bid Package 1.05.
4. **Allowance Schedule (Refer to Tab 2 – Design progression Allowance)**
5. **Schedule of Unit Prices (Not applicable)**
6. **All other information (Not applicable)**

Exhibit "A-5" - Construction Staking

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 1.00 - SOV 1.01 - Construction Staking		ENTIRE PROJECT LIMIT - ACCESS ROAD, WELL SITES, COLLECTION PIPELINE			
ITEM NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	Verification of Project Control	1.00	Lump Sum	\$ 3,600.00	\$ 3,600.00
2	Easement and Clearing Construction Staking Including: • Easement Limits; Lath with Station Every 200 Linear Feet (Both Sides Easement) • Clearing Limits; Lath Every 100 Linear Feet, Flagging as Required for Line of Sight (Both Sides Easement) • Fence Crossings; Lath with Station on Centerline and Both Sides of Easement at Each Fence Crossing	11,332.00	Linear Feet	\$ 0.80	\$ 9,065.60
3	Access Road Construction Staking Including: • All Access Road Surveying/Staking for wells 10, 11 and 12 • Cut/Fill Staking every 50 to 100 Linear Feet, inclusive of CL and offset lathes • Will require multiple mobilizations as the Access Road Construction Progress; initial survey implementation, subgrade and compaction, Lime Treated Base and then implementation of survey staking for the surface course of flexbase.	1.00	Lump Sum	\$ 22,500.00	\$ 22,500.00
4	Well Site and Pad Construction Staking Including: • Boundry lathes delineating corners, slopes and top of earth pad for access road/earth work contractor, inclusive of offset lathes • Will require multiple mobilizations as the three (3) elevated pad construction Progresses; initial survey implementation for earthwork and compaction, misc. equipment and well layout and a final mobilization for layout of above ground devices and assemblies.	1.00	Lump Sum	\$ 20,200.00	\$ 20,200.00
5	Borrow Pit, Swales/Ditches not along access roads, Berm Cut and Office Pad Construction Staking Including: • Boundry lathes delineating corners, slopes and bottom of cut for two (2) borrow pits, inclusive of offset lathes with cut/fill information • Swales/Ditch Construction Staking inclusive of offset lathes every 50 Linear Feet showing slopes and cut/fill information • Berm Cut location Construction Staking showing boundary, offset lathes with slopes and cut/fill information • Office Pad staking inclusive of boundary staking, slopes and cut/fill information	1.00	Lump Sum	\$ 10,000.00	\$ 10,000.00
6	Trenchless Installation Construction Staking Including: • Layout of All Working and Receiving Shafts for Trenchless Installations: Minimum; 16ft Offset Lath, Offset Lath on Easement Line (Both Sides Easement), 4 Hubs / Mag-nails on Centerline, 2 Temporary Bench Mark Hubs with Lath	4.00	Each	\$ 1,500.00	\$ 6,000.00
7	Staking of Archaeological/Environmentally Sensitive Areas: • Layout of Archaeological/Environmental Sites including designated buffer zone: Minimum; Staking across permanent and temporary easement every 10ft at limits of buffer and every road or other access point if encapsulated in the buffer zone, Lath on Easement Line (Both Sides Easement), Identify with unique color of lath and ribbon (e.g. pink and white)	40.00	Hours	\$ 180.00	\$ 7,200.00
8	As-built Data Including But Not Limited To: • Well Sites - limits of pad, access roads and any other above ground and notable features • Collection Lines & Pipeline - Center of appurtenance structures, Cathodic Test Stations, and HPI points as built in the field.	1.00	Lump Sum	\$ 9,000.00	\$ 9,000.00
9	Preconstruction Documentation: • Aerial drone footage of all access roads, well sites, and pipeline easement limits. • Topographic documentation of entire City of College Station site - access roads, well pads, borrow pits, berm cut location and ditches/swales	1.00	Lump Sum	\$ 14,600.00	\$ 14,600.00
10	Progress Documentation: • Aerial drone footage of all access roads, well sites, and pipeline easement limits.	24.00	Months	\$ 1,500.00	\$ 36,000.00
11	Post-Construction Documentation: • Aerial drone footage of all access roads, well sites, and pipeline easement limits at time of final completion. • Final Topographic documentation of entire City of College Station site - access roads, well pads, borrow pits, berm cut location and ditches/swales	1.00	Lump Sum	\$ 14,600.00	\$ 14,600.00
TOTAL BASE BID:		1.00	Lump Sum	TOTAL:	\$ 152,765.60
EW1	Hourly Crew Rate for Field Construction Staking (4 hr. Minimum per Mobilization; CMAR Directed)	500.00	Hours	\$ 180.00	\$ 90,000.00
EW2	Settlement Monitoring at Union Pacific Railroad Trenchless Crossing (4 hr. Minimum per Mobilization; CMAR Directed)	1.00	Event	\$ 1,800.00	\$ 1,800.00
EW3	Additional/Periodic Topographic Survey of Well Sites; Wells 10, 11 and 12 - Earthwork Validation (CMAR Directed)	1.00	Event	\$ 1,800.00	\$ 1,800.00
TOTAL EXTRA WORK ITEMS:		1.00	Lump Sum	TOTAL:	\$ 93,600.00
TOTAL PROPOSED VALUE (BASE BID ITEMS & EXTRA WORK ITEMS):		1.00	Lump Sum	TOTAL:	\$ 246,365.60
Note: 1		Bidder's project approach will be required to be turned in with the bid for evaluation by the Project Team.			
Note: 2		Reference Section Drawings for information related to this Bid Package.			
Note: 3		Bidder understands multiple mobilizations will be required (Estimated 24 mo. project duration). Notice to Proceed is contingent upon Texas Historical Commission archeological study approval.			
Note: 4		All work shall be coordinated with CMAR			
Note: 5		Extra Work Items (EW) Quantities are to be completed at the direction of the CMAR. EW Items, and Quantities are NOT Guaranteed			
Note: 6		Subcontractor is required to furnish liability insurance in accordance with the agreement and Section 00 72 00 - Standard General Conditions and 00 73 00 - Supplementary Conditions.			
Each bidder shall submit one (1) hard copy of SOV and one (1) digital copy of SOV in excel format as specified in Instructions to Bidders.		Company: Gorrondona & Associates, Inc.			

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 1.00 - SOV 1.01 - Construction Staking

ITEM NUMBER	DESCRIPTION	MEASUREMENT AND PAYMENT
1.00	Verification of Project Control	Item shall be measured as lump sum and includes all work necessary to verify project control points in accordance to Conformed Plans. Contingent on submission and approval of required certifications, licenses, etc.,. Value of this work shall not exceed 5% of Total Bid.
2.00	Easement and Clearing Construction Staking Including: • Easement Limits; Lath with Station Every 200 Linear Feet (Both Sides Easement) • Clearing Limits; Lath Every 100 Linear Feet, Flagging as Required for Line of Sight (Both Sides Easement) • Fence Crossings; Lath with Station on Centerline and Both Sides of Easement at Each Fence Crossing	Measurement and payment for Easement and Clearing Construction Staking will be per linear foot by horizontal stationing. Payment made at the unit price bid shall include; materials, labor, equipment, and incidentals for completing construction staking activities in accordance with the Contract Documents. Measurement per linear foot shall include all work included into this bid item. Bidder understands that the work included in this bid item will be coordinated with other subcontractors and installation contractors on the site and construction staking will be completed in phases. Multiple mobilizations to the same work areas will be required to complete the various phases of staking as the project progresses. Payment will be made based on percent complete of specific items included in this bid item multiplied by the total length of staking complete, i.e. though multiple mobilizations will be required to complete each specific task, at the completion of the contract, the total payment made for all work associated with this bid item will not exceed the bid item quantity derived from the pipeline length. Bidder shall include in their unit price bid an appropriate amount of re-staking due to normal construction activities, livestock, general public, etc. Any excessive areas of loss requiring re-staking will be performed at the hourly rate established in Bid Item EW01 or in addition to the units in this bid item dependent upon the cause and extent of loss. Bidder shall coordinate any re-staking with the CMAR prior to completing the work and agree to the measurement of that work.
3.00	Access Road Construction Staking Including: • All Access Road Surveying/Staking for wells 10, 11 and 12 • Cut/Fill Staking every 50 to 100 Linear Feet, inclusive of CL and offset lathes • Will require multiple mobilizations as the Access Road Construction Progress; initial survey implementation, subgrade and compaction, Lime Treated Base and then implementation of survey staking for the surface course of flexbase.	Measurement and payment for Access Road Construction Staking will be per the Lump Sum bid. Payment made at the Lump Sum bid shall include; materials, labor, equipment, and incidentals for completing construction staking activities in accordance with the Contract Documents. Measurement per Lump Sum shall include all work included into this bid item. Bidder understands that the work included in this bid item will be coordinated with other subcontractors and installation contractors on the site and construction staking will be completed in phases. Multiple mobilizations to the same work areas will be required to complete the various phases of staking as the project progresses. Payment will be made based on percent complete of specific items included in this bid item multiplied by the total length of staking complete, i.e. though multiple mobilizations will be required to complete each specific task, at the completion of the contract, the total payment made for all work associated with this bid item will not exceed the bid item quantity derived from the pipeline length. Bidder shall include in their unit price bid an appropriate amount of re-staking due to normal construction activities, livestock, general public, etc. Any excessive areas of loss requiring re-staking will be performed at the hourly rate established in Bid Item EW01 or in addition to the units in this bid item dependent upon the cause and extent of loss. Bidder shall coordinate any re-staking with the CMAR prior to completing the work and agree to the measurement of that work.
4.00	Well Site and Pad Construction Staking Including: • Boundry lathes delineating corners, slopes and top of earth pad for access road/earth work contractor, inclusive of offset lathes • Will require multiple mobilizations as the three (3) elevated pad construction Progresses; initial survey implementation for earthwork and compaction, misc. equipment and well layout and a final mobilization for layout of above ground devices and assemblies.	Measurement and payment for Access Road Construction Staking will be per the Lump Sum bid. Payment made at the Lump Sum bid shall include; materials, labor, equipment, and incidentals for completing construction staking activities in accordance with the Contract Documents. Measurement per Lump Sum shall include all work included into this bid item. Bidder understands that the work included in this bid item will be coordinated with other subcontractors and installation contractors on the site and construction staking will be completed in phases. Multiple mobilizations to the same work areas will be required to complete the various phases of staking as the project progresses. Payment will be made based on percent complete of specific items included in this bid item multiplied by the total length of staking complete, i.e. though multiple mobilizations will be required to complete each specific task, at the completion of the contract, the total payment made for all work associated with this bid item will not exceed the bid item quantity derived from the pipeline length. Bidder shall include in their unit price bid an appropriate amount of re-staking due to normal construction activities, livestock, general public, etc. Any excessive areas of loss requiring re-staking will be performed at the hourly rate established in Bid Item EW01 or in addition to the units in this bid item dependent upon the cause and extent of loss. Bidder shall coordinate any re-staking with the CMAR prior to completing the work and agree to the measurement of that work.

5.00	Borrow Pit, Swales/Ditches not along access roads, Berm Cut and Office Pad Construction Staking Including: • Boundry lathes delineating corners, slopes and bottom of cut for two (2) borrow pits, inclusive of offset lathes with cut/fill information • Swales/Ditch Construction Staking inclusive of offset lathes every 50 Linear Feet showing slopes and cut/fill information • Berm Cut location Construction Staking showing boundary, offset lathes with slopes and cut/fill information • Office Pad staking inclusive of boundary staking, slopes and cut/fill information	Measurement and payment for Access Road Construction Staking will be per the Lump Sum bid. Payment made at the Lump Sum bid shall include; materials, labor, equipment, and incidentals for completing construction staking activities in accordance with the Contract Documents. Measurement per Lump Sum shall include all work included into this bid item. Bidder understands that the work included in this bid item will be coordinated with other subcontractors and installation contractors on the site and construction staking will be completed in phases. Multiple mobilizations to the same work areas will be required to complete the various phases of staking as the project progresses. Payment will be made based on percent complete of specific items included in this bid item multiplied by the total length of staking complete, i.e. though multiple mobilizations will be required to complete each specific task, at the completion of the contract, the total payment made for all work associated with this bid item will not exceed the bid item quantity derived from the pipeline length. Bidder shall include in their unit price bid an appropriate amount of re-staking due to normal construction activities, livestock, general public, etc. Any excessive areas of loss requiring re-staking will be performed at the hourly rate established in Bid Item EW01 or in addition to the units in this bid item dependent upon the cause and extent of loss. Bidder shall coordinate any re-staking with the CMAR prior to completing the work and agree to the measurement of that work.
6.00	Trenchless Installation Construction Staking Including But Not Limited To: • Layout of All Working and Receiving Shafts for Trenchless Installations: Minimum; 16ft Offset Lath, Offset Lath on Easement Line (Both Sides Easement), 4 Hubs / Mag-nails on Centerline, 2 Temporary Bench Mark Hubs with Lath	Measurement and payment for Trenchless Installation Construction Staking will be at the unit price bid. Payment made at the unit price bid shall include; materials, labor, equipment, and incidentals for completing construction staking activities in accordance with the Contract Documents. Bidder will only be required to make a single mobilization to each Trenchless Installation site to complete the construction staking for that site including both sides of each tunnel. Additional trips for re-staking etc. will be completed and/or paid for by others.
7.00	Staking of Archaeological/Environmentally Sensitive Areas: • Layout of Archaeological/Environmental Sites including designated buffer zone: Minimum: Staking across permanent and temporary easement every 10ft at limits of buffer and every road or other access point if encapsulated in the buffer zone, Lath on Easement Line (Both Sides Easement), Identify with unique color of lath and ribbon (e.g. pink and white)	Measurement and payment for Environmental Areas Construction Staking will be at the unit price bid. Payment made at the unit price bid shall include; materials, labor, equipment, and incidentals for completing construction staking activities in accordance with the Contract Documents. Bidder will only be required to make a single mobilization to each site to complete the construction staking for that site including both sides of each archaeological/environmental site and at both sides of road crossings encapsulated by the buffer zone.
8.00	As-built Data Including But Not Limited To: • Well Sites - limits of pad, access roads and any other above ground and notable features • Collection Lines & Pipeline - Center of appurtenance structures, Cathodic Test Stations, and HPI points as built in the field.	Measurement and payment will be on a Lump Sum basis. Payment made for the as-builts will include all materials, labor, equipment and incidentals for completing the as-built information. Payment will be based on percentage of work complete and compiled information gathered provided in CAD format as well as tabled .pdf to the CMAR. Information included in the table shall be Segment, Stationing, Elevation, as well as Northing and Easting.
9.00	Preconstruction Documentation: • Aerial drone footage of all access roads, well sites, and pipeline easement limits. • Topographic documentation of entire City of College Station site - access roads, well pads, borrow pits, berm cut location and ditches/swales	Measurement and payment will be on a Lump Sum basis. Payment will be based on percentage of work complete and compiled information gathered provided in Drone Deploy or similar program with CMAR access. A USB including all photo and video documentation should also be provided to the CMAR. Video Documentation shall include at a minimum, date, time and approximate location (stationing/landmark) where the documentation was captured. Please reference Project Specifications for specific documentation requirements. Topographic Documentation will be on a lump sum basis and Payment will be based on percentage of work complete of topographic survey. Accuracy of topographic data shall be within a 0.1" of a foot. Data and program utilization shall be that of the above mentioned preconstruction photography and video.
10.00	Progress Documentation: • Aerial drone footage of all access roads, well sites, and pipeline easement limits.	Measurement and payment will be on a unit cost basis. Payment made at the unit price bid shall include; materials, labor, equipment, and incidentals for completing Progress Documentation activities in accordance with the Contract Documents. A USB including all photo and video documentation should also be provided to the CMAR. Video Documentation shall include at a minimum, date, time and approximate location (stationing/landmark) where the documentation was captured. Please reference Project Specifics for specific documentation requirements.
11.00	Post-Construction Documentation: • Aerial drone footage of all access roads, well sites, and pipeline easement limits at time of final completion. • Final Topographic documentation of entire City of College Station site - access roads, well pads, borrow pits, berm cut location and ditches/swales	Measurement and payment will be on a Lump Sum basis. Payment will be based on percentage of work complete and compiled information gathered provided in Drone Deploy or similar program with CMAR access. A USB including all photo and video documentation should also be provided to the CMAR. Video Documentation shall include at a minimum, date, time and approximate location (stationing/landmark) where the documentation was captured. Please reference Project Specifics for specific documentation requirements. Topographic Documentation will be on a lump sum basis and Payment will be based on percentage of work complete of topographic survey. Accuracy of topographic data shall be within a 0.1" of a foot. data and program utilization shall be that of the above mentioned preconstruction photography and video.

EW1	Hourly Crew Rate for Field Construction Staking (4 hr. Minimum per Mobilization; CMAR Directed)	Measurement and payment for Hourly Crew Rate for Field Construction Staking will be at the unit price bid. Payment made at the unit price bid shall include; materials, labor, equipment, and incidentals for completing construction staking activities in accordance with the Contract Documents. This item is reserved for re-staking or additional staking as directed by the CMAR. Bidder shall coordinate any re-staking with the CMAR prior to completing the work and agree to the responsibility and measurement of that work.
EW2	Settlement Monitoring at Union Pacific Railroad Trenchless Crossing (4 hr. Minimum per Mobilization; CMAR Directed)	Measurement and payment for Settlement Monitoring will be at the unit price bid. Payment made at the unit price bid shall include; materials, labor, equipment, and incidentals for completing baseline points per the Contract Documents and Settlement Monitoring Plan. Pricing per each event will also include the monitoring of the baseline points at a prescribed frequency as directed by the CMAR - this pricing will be for each time the Settlement is monitored. Flagger and Observing costs will be captured and covered under a separate line item and will be outside of this contract. This item is as directed by the CMAR. Bidder shall coordinate with the CMAR prior to completing the work and agree to the responsibility and measurement of that work.
EW3	Additional/Periodic Topographic Survey of Well Sites; Wells 10, 11 and 12 - Earthwork Validation (CMAR Directed)	Measurement and payment for Additional Topographic Survey of Earthwork will be at the unit price bid. Payment made at the unit price bid shall include; materials, labor, equipment, and incidentals for completing a complete topographic survey of the project site (well pads and access roads) per the Contract Documents. Pricing per each event will also include the mobilization, labor, equipment and materials - this pricing will be for each time the CMAR requests the project site to be topographically surveyed. This item is as directed by the CMAR. Bidder shall coordinate with the CMAR prior to completing the work and agree to the responsibility and measurement of that work.

Exhibit "A-6" - SWPPP

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 1.00 - SOV 1.02 - SWPPP		ENTIRE PROJECT LIMIT - ACCESS ROAD, WELL SITES, COLLECTION PIPELINE			
OWNERS NUMBER	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
1.00	Storm Water Pollution Prevention Plan Development and Design	1.00	Lump Sum	\$ 5,000.00	\$ 5,000.00
2.00	Notice of Intent (NOI): TCEQ (Including Yearly Fees)	1.00	Lump Sum	\$ 231.00	\$ 231.00
3.00	Install, Periodic Maintenance and Remove all required Storm Water Pollution Prevention Measures and BMPs (including but not limited to): • Track out pads (Temporary Construction Entrances) at each side of all Public Roads (inclusive of dirt work and culverts/SETs as prescribed) - Eight (8) currently anticipated • Reinforced Silt Fence - 48,235 LF (approx.) • Rock Berms - QTY TBD and based off of SWP3 Plan • Filter Dams - QTY TBD and based off of SWP3 Plan	1.00	Lump Sum	\$ 264,240.00	\$ 264,240.00
4.00	Inspections and Reports: (Every 14 Days and After a Rain Event)	24.00	Months	\$ 950.00	\$ 22,800.00
5.00	Maintenance of Preventative Measures for Duration of Project	24.00	Months	\$ 833.33	\$ 19,999.92
6.00	Notice of Termination (NOT)	1.00	Each	N/A	#VALUE!
TOTAL BASE BID:		1.00	Lump Sum	TOTAL:	#VALUE!
EW1	Hourly Rate for Repair of BMP Damaged by Contractor	500.00	Hour	N/A	#VALUE!
EW2	Additional bi-weekly (every two weeks) Inspection and Report	6.00	Months	N/A	#VALUE!
EW3	Temporary Construction Entrance, inclusive of removal upon final completion - "Complete in Place" as directed by CMAR	1.00	Each	\$ 6,800.00	\$ 6,800.00
EW4	Standard Silt fence with wooden posts, inclusive of removal - CMAR Directed	500.00	Linear Feet	\$ 3.40	\$ 1,700.00
EW5	Wire Backed Silt Fence w/Steel t-posts, inclusive of removal - CMAR Directed	500.00	Linear Feet	\$ 4.00	\$ 2,000.00
EW6	Additional Rock Check Dams, inclusive of removal - CMAR Directed	500.00	Linear Feet	\$ 180.00	\$ 90,000.00
TOTAL EXTRA WORK ITEMS:		1.00	Lump Sum	TOTAL:	#VALUE!
TOTAL PROPOSED VALUE (BASE BID ITEMS & EXTRA WORK ITEMS):		1.00	Lump Sum	TOTAL:	#VALUE!

- Note: 1** Bidder Responsible for Designing the Erosion Control Plan, and Installing, Inspecting, and Maintaining All BMP's.
- Note: 2** Bidder understands multiple mobilizations will be required (Estimated 24 mo. project duration). Notice to Proceed is contingent upon Texas Historical Commission archeological study approval.
- Note: 3** BMP Installation shall be coordinated in accordance with Site Activities (occurrence driven)
- Note: 4** Base Bid Item Quantities are anticipated quantities - it is the sole responsibility of the Bidder to review the Bidding Documents and validate these quantities as part of their pricing proposal.
- Note: 5** Extra Work Items (EW) Quantities are to be completed at the direction of the CMAR. EW Items, and Quantities are NOT Guaranteed
- Note: 6** Subcontractor is required to furnish liability insurance in accordance with the agreement and Section 00 72 00 - Standard General Conditions and 00 73 00 - Supplementary Conditions.

Each bidder shall submit one (1) hard copy of SOV and one (1) digital copy of SOV in excel format as specified in Instructions to Bidders.

SWP3 and BMP Installation Milestones		
1.00	Due Date of Proposal	4/10/2025
2.00	Anticipated Contract Execution	5/15/2025
3.00	SWPPP Plan Submitted to Engineer	5/22/2025
4.00	NOI Submitted to TCEQ	5/24/2025
5.00	Begin Installation of BMPs	5/29/2025
6.00	Begin SWPPP Inspections and Reports	6/5/2025
\$500 Per Day Penalty For Not Achieving Milestones		
Company:	Greenrise Technologies	

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 1.00 - SOV 1.02 - SWPPP

ITEM NUMBER	DESCRIPTION	MEASUREMENT AND PAYMENT
1.00	Storm Water Pollution Prevention Plan Development and Design	Measurement of this item will be by Lump Sum. This bid item includes all costs associated with preparing and providing the Storm Water Pollution Prevention Plan in accordance with the agreement and specifications. The SWP3 plan shall be developed based off of this current set of documents, accounting for all BMP's as shown on the plan set and applicable sheets/details. Payment will be based on the Lump Sum Price in the Bid Form and the Construction Manager's Estimate of Percent Complete in accordance with the negotiated schedule of values.
2.00	Notice of Intent (NOI): TCEQ (Including Yearly Fees)	Measurement of this item will by Lump Sum. This bid item includes all costs associated with preparing and providing the required documentation to the Texas Commission on Environmental Quality, in accordance with the agreement, the specifications, and the approved Storm Water Pollution Prevention Plan prepared under the bid Item above. Payment will be based on the Lump Sum Price in the Bid Form and the Construction Manager's Estimate of Percent Complete in accordance with the negotiated schedule of values.
3.00	Install, Periodic Maintenance and Remove all required Storm Water Pollution Prevention Measures and BMPs (including but not limited to): • Track out pads (Temporary Construction Entrances) at each side of all Public Roads (inclusive of dirt work and culverts/SET's as prescribed) - Eight (8) currently anticipated • Reinforced Silt Fence - 48,235 LF (approx.) • Rock Berms - QTY TBD and based off of SWP3 Plan • Filter Dams - QTY TBD and based off of SWP3 Plan	Measurement of this item will be by Lump Sum. This bid item includes all costs for material, labor, equipment, and incidentals for all work related to installation, maintaining, and removing Storm Water Pollution Prevention Measures and Best Management Practices, in accordance with the agreement, the specifications, and the approved Storm Water Pollution Prevention Plan prepared under Item 2.00 above. Payment will be based on the Lump Sum Price in the Bid Form and the Construction Manager's Estimate of Percent Complete in accordance with the negotiated schedule of values.
4.00	Inspections and Reports: (Every 14 Days and After a Rain Event)	Measurement of this item will be by Month. This bid items includes all costs for material, labor, equipment, and incidentals for all work related to all required inspections of Storm Water Pollution Prevention Measure and Best Management Practices, and providing all required data/reports in accordance with the agreement, the specifications, and the approved Storm Water Pollution Prevention Plan prepared under Item 1.00 above. Payment will be based on the Unit Price in the Bid Form and will be measured per each month during which Storm Water Pollution Prevention Measures and Best Management Practices are installed and in use.
5.00	Maintenance of Preventative Measures for Duration of Project	Measurement of this item will be by Lump Sum (percent complete). This bid items includes all costs for material, labor, equipment, and incidentals for all work related to all required maintenance of Storm Water Pollution Prevention Measure and Best Management Practices due to weather events, and normal wear and tear. Damage caused specifically by others will be repaired at their expense. Pollution Prevention Measures and Best Management Practices are to be maintained in accordance with the agreement, the specifications, and the approved Storm Water Pollution Prevention Plan prepared under Item 1.00 above. Payment will be based on the percent complete and will be measured each month during which Storm Water Pollution Prevention Measures and Best Management Practices are installed and in use. Payment will not be made for repairs/maintenance at locations deemed to be deficient due to deficient installation.
6.00	Notice of Termination (NOT)	This bid item includes all costs associated with preparing and providing the required documentation to the appropriate authorities, in accordance with the agreement, the specifications, and the approved Storm Water Pollution Prevention Plan prepared under Item 1.00 and 2.00 above. Payment will be based on the Lump Sum Price (per each) in the Bid Form and the Construction Manager's Estimate of Percent Complete in accordance with the negotiated schedule of values.
EW1	Hourly Rate for Repair of BMP Damaged by Contractor	Measurement of this item will be by the Hourly rate provided for this Extra Work item. This bid item includes all costs for material, labor, equipment, and incidentals for all work related to making necessary repairs to existing BMP's that have been damaged during construction, in accordance with the agreement, the specifications, and the approved Storm Water Pollution Prevention Plan prepared under the bid item 1.00 and 3.00 above. Payment will be based on the Hourly Rate Price in the Bid Form and in accordance with the negotiated schedule of values. The work included in this bid item is not guaranteed and will need prior approval from the CMAR Team before any work commences.

EW2	Additional bi-weekly (every two weeks) Inspection and Report	Measurement of this item will be by Month. This bid items includes all costs for material, labor, equipment, and incidentals for all work related to all required inspections of Storm Water Pollution Prevention Measure and Best Management Practices, and providing all required data/reports in accordance with the agreement, the specifications, and the approved Storm Water Pollution Prevention Plan prepared under Item 1.00 above. Payment will be based on the Unit Price in the Bid Form and will be measured per each month during which Storm Water Pollution Prevention Measures and Best Management Practices are installed and in use. This extra work item will be utilized to pay for inspections required passed the months included in Bid Item 4.00 above.
EW3	Temporary Construction Entrance, inclusive of removal upon final completion - "Complete in Place" as directed by CMAR	Measurement of this item will be per Each. This bid item includes all costs for material, labor, equipment, and incidentals for all work related to all required to install and removal of additional Construction Entrances at the direction of the CMAR. Payment will be based on Each additional Construction Entrance installed "Complete in Place" at the direction of the CMAR.
EW4	Standard Silt fence with wooden posts, inclusive of removal - CMAR Directed	Measurement of this item will be per Each Linear Foot. This bid items includes all costs for material, labor, equipment, and incidentals for all work related to installation and removal of 'standard' silt fence and wooden posts at locations either within the submitted SWP3 plan or at locations as directed by the CMAR. Payment will be based on Each additional Linear Foot installed at the direction of the CMAR.
EW5	Wire Backed Silt Fence w/Steel t-posts, inclusive of removal - CMAR Directed	Measurement of this item will be per Each Linear Foot. This bid items includes all costs for material, labor, equipment, and incidentals for all work related to installation and removal of wire backed silt fence and steel t-post at locations either within the submitted SWP3 plan or at locations as directed by the CMAR. Payment will be based on Each additional Linear Foot installed at the direction of the CMAR.
EW6	Additional Rock Check Dams, inclusive of removal - CMAR Directed	Measurement of this item will be per Each Linear Foot. This bid items includes all costs for material, labor, equipment, and incidentals for all work related to installation and removal of Rock Check Dams at locations either within the submitted SWP3 plan or at locations as directed by the CMAR. Payment will be based on Each additional Linear Foot installed at the direction of the CMAR.

Exhibit "A-7" - Test Well

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 1.00 - SOV 1.05- Test Well Construction		PROJECT LIMITS - COCS & Test Well Site/Pad			
Item	Description	Quantity	Units	Unit Price	Extension
1.00	Mobilization and Demobilization	1	LS	\$ 200,000.00	\$ 200,000.00
2.00	20" Conductor Casing, Min. 50 LF	50	VF	\$ 850.00	\$ 42,500.00
3.00	Pilot Hole Drilling and Pilot Hole Logging (Geophysical Log)	3,100	VF	\$ 195.00	\$ 604,500.00
4.00	Test Hole Sampling - Water Sample and Analysis	1	LS	\$ 125,000.00	\$ 125,000.00
5.00	Installation of cement plug below test well	1.00	Lump Sum	\$ 11,500.00	\$ 11,500.00
6.00	Drilling and Installation of 14" Diameter Reamed hole with 6-5/8" Diameter "Blank" Casing per specifications	2,615	VF	\$ 125.00	\$ 326,875.00
7.00	Drilling and Installation of 14" Diameter Reamed hole with 6-5/8" Diameter "Screened" Casing per specifications	100	VF	\$ 225.00	\$ 22,500.00
8.00	Installation of gravel pack around and above well screen casing - 30" above	1.00	Lump Sum	\$ 12,500.00	\$ 12,500.00
9.00	Cement grout pumping - surface casing above gravel pack per specifications	1	LS	\$ 99,825.00	\$ 99,825.00
10.00	Water Well Development, Disinfection and installation of secure and Lockable cap above grade	1	LS	\$ 20,000.00	\$ 20,000.00
11.00	Provide and Remove Temporary Test Pump	1	LS	\$ 15,000.00	\$ 15,000.00
12.00	Temporary Pump Testing and Recovery per Specifications	1	LS	\$ 10,000.00	\$ 10,000.00
13.00	CIP Concrete Well foundation- 6'x6' slab	1.00	Lump Sum	\$ 5,500.00	\$ 5,500.00
14.00	Improvements and modifications to temporary access road to access temporary well drilling site throughout construction of the temporary well as nessecary for Well Driller access only	1.00	Lump Sum	\$ 162,000.00	\$ 162,000.00
TOTAL BASE BID:		1.00	Lump Sum	TOTAL:	\$ 1,657,700.00

EW1	Additional Demobilizations and Remobilization at the Direction of the CMAR	1.00	Each	\$ 285,000.00	\$ 285,000.00
EW2	Plug and Abandon Test Hole (Decommissioning Well) - CMAR Directed	1.00	Lump Sum	\$ 15,000.00	\$ 15,000.00
EW3	Additional water sampling as Direct by the CMAR	1.00	Sample	\$ 85,000.00	\$ 85,000.00
EW4	Add or Deduct for Pilot hole drilling	1.00	Vertical Foot	\$ 100.00	\$ 100.00
EW5	Add or Deduct for 14" Diameter Reamed hole with 6-5/8" Casing including cement grouting	1.00	Vertical Foot	\$ 125.00	\$ 125.00
EW6	Add or Deduct for 14" Diameter Reamed hole with 6-5/8" Screened Casing including Gravel Pack	1.00	Vertical Foot	\$ 225.00	\$ 225.00
EW7	At the engineers direction, log the completed test hole with a Baker Hughes Spectra Log or comparable	1.00	Lump Sum	\$ 3,000.00	\$ 3,000.00
EW8	Bonds, Performance and Payment	1.00	Lump Sum	\$ 20,100.00	\$ 20,100.00
TOTAL EXTRA WORK ITEMS:		1.00	Lump Sum	TOTAL:	\$ 408,550.00
TOTAL PROPOSED VALUE (BASE BID ITEMS & EXTRA WORK ITEMS):		1.00	Lump Sum	TOTAL:	\$ 2,066,250.00
VALUE ENGINEERING DEDUCT (Reference 00 42 23.01 - BP 1.05 Approach) (IF APPLICABLE)(IF N/A LEAVE BLANK)		1.00	Lump Sum	TOTAL:	\$ -

Contractor "Write-In"	Confirm Estimated Duration of Well Drilling, Testing and Report Submission to CMAR/EOR	45	Working Shifts
Contractor "Write-In"	Confirm anticipated length of Conductor Casing Required	50	Linear Feet
Contractor "Write-In"	Confirm earliest date of mobilization to project site based on Bidders current workload/capacity	6/9/2025	Earliest Mob Date
		Pre-approved Firm per Specs (yes or No)	
Contractor "Write-In"		Name of Firm	
		Yes	Recon

Test Well Construction Milestones		
1.00	Due Date of Proposal	4/10/2025
2.00	Anticipated Contract Execution	5/15/2025
3.00	Submittals	5/21/2025
4.00	Notice to Proceed	6/4/2025
5.00	Mobilization	6/9/2025
6.00	Temp Well Access Road Improvements	As necessary
7.00	Begin Construction/Drilling Activities	6/16/2025
8.00	50% complete with Scope of Work	7/11/2025
9.00	Submission of Logs, Reports - Final	8/6/2025
10.00	Final Completion - Demobilization	8/13/2025

\$1,000 Per Day Penalty For Not Achieving Milestones	
Company:	Weisinger Incorporated

Notes:

- * Project approach shall at a minimum include list of similar projects, proposed key personnel, equipment, and overall project approach.
- * This is by all intents considered a "Unit Price Proposal". All Quantities herein are approximate.
- * The CMAR makes no guarantees regarding final quantities.
- * Final contract amount will be determined based on the actual quantities of work completed and extended at the agreed upon unit prices.
- * Value Engineering Deduct shall be clearly explained within the Project Approach Narrative (reference spec 00 42 23.01)
- * All Mobilization(s) required to execute the scope of work are to be captured under the Bid Item 1.00.
- * Bidder's shall submit a Bid Guarantee equivalent to 5% of the base bid.
- * Notice to Proceed is contingent upon Texas Historical Commission archeological study approval.
- * Bidder understand the requirements for daily reporting, survey and log reports as required within the project specifications

Each bidder shall submit one (1) hard copy of SOV and one (1) digital copy of SOV in excel format as specified in Instructions to Bidders.

COCS - Wells 10, 11, 12 and Collection Pipeline - Bid Package 1.00 - SOV 1.05 - Test Well Construction

ITEM NUMBER	DESCRIPTION	MEASUREMENT AND PAYMENT
1.00	Mobilization and Demobilization	Item shall be measured as lump sum and include mobilization to the site, demobilization from the site, necessary licenses, permits, and temporary facilities. Mobilization shall be on a lump sum basis at the unit price allowed with a maximum of 10% total amount Bid. Amount of the lump sum Bid for mobilization available for payment shall be as follows: 25% of the lump sum Bid upon execution of contracts, certificate of insurance and insurance policies, bonds (if applicable), approved submittals for permanent products and required works plans and the Notice to Proceed is issued; 75% of the lump sum bid upon initial equipment mobilization to the site; 100% of the lump sum Bid when 10% or more of the bid amount is earned.
2.00	20" Conductor Casing, Min. 50 LF	Measurement and Payment for minimum 50' of Conductor Casing installation to be by the vertical foot installed. Conductor casing to be installed prior to drilling of the test hole. It is the contractor responsibility to install the conductor casing deep enough within an impermeable layer and provide an adequate seal on the casing to ensure appropriate stability of the hole and drilling rig throughout the entire sequence of construction. The top of the conductor casing shall extend above existing ground level and as outlined within the specifications and project plans and details. Contractor will be responsible to perform and cover any cost for any remediation if there is an inadequate seal between the test hole and casing and/or stability issues of the drilling rig or hole.
3.00	Pilot Hole Drilling and Pilot Hole Logging (Geophysical Log)	Measurement and Payment for Pilot hole drilling and Test Hole Logging will be by the vertical foot. Logging of work will include subcontracted firms as specified within the project specifications as approved firms that are able to fulfill this scope. It is the sole risk of the bidder to select a firm that is not approved and as part of this proposal - it is up to the contractor to request deviation after award and approval is not a guarantee and at the discretion of the EOR. Test Hole Logging will include the logging of the complete test (pilot) hole with the prescribed means and methods which include induction logging, neutron log and caliper log. If required by engineer to perform and provide a spectra log, this will be measured and paid for under a separate Extra Work Pay Item. Scales, measurement rates, logging speed, etc. are to be the sole responsibility of the contractor and all costs associated with logging and professional log analyst, including third party evaluation letter shall be captured within this bid item.
4.00	Test Hole Sampling - Water Sample and Analysis	Test Hole Sampling will be measured by the lump Sum and billed at a percent complete of the total works this work is performed. Owner and engineer will determine when samples are to be collected and will inform the contractor within five (5) days if more samples are to be performed. Sampling will be from within the test hole using the temporary test well sampling method. Owner will determine the number of test hole depth intervals for sampling. Contractor to provide all labor, material, supervision and sampling fees for outside and or third-party laboratories as part of the pay item. No additional payment will be provided for additional sampling if resampling is required due to contractor negligence or improper notification to Project Team. In the event more samples are required outside of the bid item quantity, these will be measured and paid under the applicable Extra Work item.
5.00	Installation of cement plug below test well	Install cement plug below well per specifications. Paid by Lump Sum upon 100% completion of cement plug placement.
6.00	Drilling and Installation of 14" Diameter Reamed hole with 6-5/8" Diameter "Blank" Casing per specifications	Installation of 6-5/8" diameter casing includes all work associated with reaming the test hole to a minimum 14" diameter and furnishing and installation of 6-5/8" diameter casing. The work includes providing all materials, labor, supervision, equipment, tools, and all other incidentals necessary to complete the work. Payment shall be at the unit price per vertical foot which price shall constitute full compensation for the completed work all in accordance with the Contract Documents. This includes, but is not limited to, all materials, tools, labor, equipment, supplies, removal and disposal of waste or excess materials, etc. necessary to have the 6-5/8" diameter casing installed, accepted, and ready for use as its intended purpose.
7.00	Drilling and Installation of 14" Diameter Reamed hole with 6-5/8" Diameter "Screened" Casing per specifications	Installation of 6-5/8" diameter screened casing includes all work associated with reaming the test hole to a minimum 14" diameter and furnishing and installation of 6-5/8" diameter pipe based, continuous-slot, wire-wound screen. The work includes providing all materials, labor, supervision, equipment, tools, and all other incidentals necessary to complete the work. Payment shall be at the unit price per vertical foot which price shall constitute full compensation for the completed work all in accordance with the Contract Documents. This includes, but is not limited to, all materials, tools, labor, equipment, supplies, removal and disposal of waste or excess materials, etc. necessary to have the 6-5/8" diameter screen installed, accepted, and ready for use as its intended purpose.
8.00	Installation of gravel pack around and above well screen casing - 30' above	Install gravel packing per specifications and paid as a lump sum upon which 50% will be paid after installation and 100% paid after well testing is completed and approved by CMAR representative.
9.00	Cement grout pumping - surface casing above gravel pack per specifications	Grout 6 5/8" casing per specification above the gravel pack zone. Paid by Lump Sum upon 100% completion of well grouting

10.00	Water Well Development, Disinfection and installation of secure and Lockable cap above grade	Well Development and Disinfection to be completed before well testing commences. This item is to be paid by lump sum and upon successful completion of Well Development and Disinfection as determined by the CMAR representative 95% of the lump sum bid item will be paid. After Developing and Disinfection is completed and a secure lockable cap is installed on the well then 100% of this bid item will be paid. This includes, but is not limited to, all materials, tools, labor, equipment, supplies, removal and disposal of waste, water, or excess materials, etc. necessary to have the test well developed, disinfected, accepted, and ready for use as its intended purpose.
11.00	Provide and Remove Temporary Test Pump	Provide/Remove and install Temporary test pump for pump testing the well per the specifications. This will be paid in a lump sum with 50% upon install of the temporary pump and 50% upon removal of the test pump.
12.00	Temporary Pump Testing and Recovery per Specifications	Test Pump the test well per specifications provide for the test well installation. This is paid by lump sum and 100% of the payment will be paid upon the successful completion of the well pump testing as determined by the CMAR team. This includes, but is not limited to, all materials, tools, labor, equipment, supplies, removal and disposal of waste, water, or excess materials, etc. necessary to have the test well tested, accepted, and ready for use as its intended purpose.
13.00	CIP Concrete Well foundation- 6'x6' slab	Install Concrete well foundation per test well specifications and detail. Work shall be paid per lump sum after Concrete Well Foundation is poured and approved by CMAR representative.
14.00	Improvements and modifications to temporary access road to access temporary well drilling site throughout construction of the temporary well as necessary for Well Driller access only	Measurement and payment for the temporary access road improvements will be paid by Lump Sum and paid as a percent completed of the entire scope of work for the temporary test well construction. This bid item is to include all improvements or modifications to the temporary access road needed for access to the temporary well site for drilling and installation purposes. This will include but not limited to grading improvements, placing of access mats or additional gravel as needed, or improvements to drainage culverts as needed.
EW1	Additional Demobilizations and Remobilization at the Direction of the CMAR	Item shall be measured as lump sum and include mobilization to the site and demobilization from the site. In the event the CMAR directs the Bidder to vacate the project site, for whatever reason, and demobilization/Remobilization is necessary, this EW Bid Item will be billed at the lump sum bid. No additional costs associated with demobilization and remobilization will be billed outside of the Lump Sum bid.
EW2	Plug and Abandon Test Hole (Decommissioning Well) - CMAR Directed	Measurement and Payment will be made at the Lump Sum bid. Item to include all labor, materials, equipment and related items to plug, abandon and decommission the Test Well per the project specifications. This item will not be performed until it is directly communicated by the CMAR in writing.
EW3	Additional water sampling as Directed by the CMAR	Measurement and Payment will be made at the unit price bid. Item to include all labor, equipment, materials and laboratory costs associated with capturing and producing additional sample(s) at the direction of the CMAR.
EW4	Add or Deduct for Pilot hole drilling	Measurement and Payment for EW Pilot hole drilling and Test Hole Logging will be by the vertical foot. Logging of work will include subcontracted firms as specified within the project specifications as approved firms that are able to fulfill this scope. It is the sole risk of the bidder to elect a firm that is not approved and as part of this proposal - it is up to the contractor to request deviation after award and approval is not a guarantee and at the discretion of the EOR. Test Hole Logging will include the logging of the complete test (pilot) hole with the prescribed means and methods which include induction logging, neutron log and caliper log. If required by engineer to perform and provide a spectra log, this will be measured and paid for under a separate Extra Work Pay Item. Scales, measurement rates, logging speed, etc. are to be the sole responsibility of the contractor and all costs associated with logging and professional log analyst, including third party evaluation letter shall be captured within this bid item.
EW5	Add or Deduct for 14" Diameter Reamed hole with 6-5/8" Casing including cement grouting	Installation of EW 6-5/8" diameter casing includes all work associated with reaming the test hole to a minimum 14" diameter and furnishing and installation of 6-5/8" diameter casing. The work includes providing all materials, labor, supervision, equipment, tools, and all other incidentals necessary to complete the work. Payment shall be at the unit price per vertical foot which price shall constitute full compensation for the completed work all in accordance with the Contract Documents. This includes, but is not limited to, all materials, tools, labor, equipment, supplies, removal and disposal of waste or excess materials, etc. necessary to have the 6-5/8" diameter casing installed, accepted, and ready for use as its intended purpose.
EW6	Add or Deduct for 14" Diameter Reamed hole with 6-5/8" Screened Casing including Gravel Pack	Installation of EW 6-5/8" diameter casing includes all work associated with reaming the test hole to a minimum 14" diameter and furnishing and installation of 6-5/8" diameter casing. The work includes providing all materials, labor, supervision, equipment, tools, and all other incidentals necessary to complete the work. Payment shall be at the unit price per vertical foot which price shall constitute full compensation for the completed work all in accordance with the Contract Documents. This includes, but is not limited to, all materials, tools, labor, equipment, supplies, removal and disposal of waste or excess materials, etc. necessary to have the 6-5/8" diameter casing installed, accepted, and ready for use as its intended purpose.

EW7	At the engineers direction, log the completed test hole with a Baker Hughes Spectra Log or comparable	Measurement and Payment will be made at the Lump Sum bid. Item to include all labor, materials, equipment and related items to log the completed test hole with a Baker Hughes Spectra Log or Comparable per the project specifications. This item will not be performed until it is directed
EW8	Bonds, Performance and Payment	Payment made at Lump Sum bid. Item includes furnishing performance and payment bonds in accordance with the Contract Documents.

Exhibit “A-8”
Payment and Performance Bonds

Pursuant to Tex. Gov't Code Sec. 2269.258:

(a) No Bid Bond Provided – If the GMP has not yet been determined and the CMAR (Contractor) did not provide an acceptable bid bond, the CMAR shall provide at contract award either (1) Payment and Performance Bonds in an amount equal to the total Construction Budget contained in the RFP or (2) the CMAR shall provide another financial security acceptable to the City ensuring that CMAR will furnish the required performance and payment bonds when a GMP is established. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

(b) Bid Bond Provided – If the GMP has not yet been determined and the CMAR (Contractor) has provided an acceptable bid bond, the CMAR shall provide Payment and Performance Bonds upon the City's acceptance and approval of the Guaranteed Maximum Price. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

Project No. Amendment No. 1

Bond No. 30236819 - Continental
674224407 - Liberty

PERFORMANCE BOND

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Garney Companies, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto The Continental Insurance Company / Liberty*, a corporation organized and existing under the laws of the State of PA/ MA, licensed to do business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, Texas ("City"), a municipal corporation, in the sum of Three Million Six Hundred Ninety Seven Thousand One Hundred Six and 35/100 Dollars----- (\$3,697,106.35) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally pursuant to the obligations and payment of this Performance Bond ("Bond") as follows:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

October 25, 2024

WHEREAS, the Contractor has on or about this day[^]executed an Agreement (as used herein including the Agreement Documents) in writing with the City of College Station for the following City Project ("Project"):

New Water Wells 10,11,12 Access Roads and Pipelines Project, with all of the work ("Work") for the Project to be done as set out in full in said Agreement therein referred to and adopted by the City Council of the City of College Station, Texas, all of which documents, as amended, are incorporated by reference for all purposes and made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the Contractor shall faithfully and strictly perform Agreement in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Agreement Documents described therein, and shall comply strictly with each and every provision of the Agreement, as amended, including all warranties and indemnities therein, and with this Bond, then this Bond obligation shall become null and void and shall have no further force and effect; otherwise this Bond obligation is to remain in full force and effect.

*Mutual Insurance Company

Contract No. 25300059
CMAR- Civil Construction
Form 7-29-24

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatsoever in securing compliance on the part of the Contractor with the terms of the Agreement, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Agreement in the underwriting of this Performance Bond, the Surety hereby waives any notice to the Surety of any default or delay by the Contractor in the performance of the Agreement, and also agrees that the Surety shall be bound to take notice of and shall be held to have knowledge of all conduct, acts, or omissions of the Contractor in all matters pertaining to the Agreement and Project. The Surety understands and agrees that the provision in the Agreement that the City shall retain certain amounts due the Contractor until the expiration of a specified time from the acceptance of the Work of the Project is intended for the City's benefit, and the City shall have the right to pay or withhold such retained amounts or any other amount owing under the Agreement without changing or affecting the liability of the Surety under this Bond in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement, the Agreement Documents, and in the Work of the Project to be done thereunder, as provided in the Agreement, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work of the Project to be done thereunder; and that such changes, if made, shall not in any way vitiate, terminate, or diminish the (1) Surety's obligations in this Bond and undertaking, or (2) release the Surety therefrom. Surety, for value received, hereby stipulates, acknowledges, and agrees that any change in Agreement Time or Agreement Sum shall not in any way affect its obligations and duties to the City as the Surety under this bond, and Surety does hereby waive notice of any such change in the Agreement Time or Agreement Sum.

It is further expressly agreed and understood that by the parties to this Bond that the Contractor and Surety will fully indemnify, defend, and hold harmless the City from any liability, claim, cause of action, judgment, loss, cost, expense, or damage arising out of or in connection with the Work for the Project done or to be done by the Contractor under the Agreement. In the event that the City shall bring any lawsuit or other proceeding at law or equity regarding or related to the Agreement or this Bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees, costs, and expenses incurred by the City in connection with such lawsuit or other proceeding.

The parties to this instrument expressly agree to and acknowledge the following: (1) this Bond and all obligations of the Surety and Contractor created hereunder are expressly performable in Brazos County, Texas; (2) this Bond shall be governed and interpreted pursuant to the laws of the State of Texas; (3) venue in any lawsuit or legal proceeding regarding or relating to this Bond shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for said county; (4) this Bond is given in compliance with the applicable provisions of Chapters 2253, 2254, and 2269 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statutes.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (1) by hand or courier delivery (no e-mails or facsimile submissions of notice are allowed), or (2) by United State Postal Service mail (being certified mail, return receipt required), said notice being addressed to the respective other party at the address described below in this Bond, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of the Surety agent "Power of Attorney" also must be attached to this Bond instrument.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached a current Power of Attorney as required by this Bond.

Contract No. 25300059
CMAR- Civil Construction
Form 7-29-24

CONTRACTOR EXECUTION:

ATTEST, SEAL OF CONTRACTOR: (if a corporation)

WITNESS: (if not a corporation)

By: 
Name: Nikia Steppins
Title: Assistant Secretary
Date: 05/22/2025



Garney Companies, Inc.

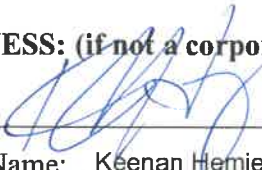
(Name of Contractor)

By: 
Name: William D. Williams
Title: Executive Vice President
Date: 05/22/2025
Address of Contractor: 1700 Swift Street,
Suite 200, North Kansas City, MO 64116

SURETY EXECUTION:

ATTEST, SEAL OF SURETY: (if a corporation)

WITNESS: (if not a corporation)

By: 
Name: Keenan Hemje
Title: Witness
Date: May 2, 2025

The Continental Insurance Company /
Liberty Mutual Insurance Company

(Name of Surety)

By: 
Name: Misty R. Hemje
Title: Attorney-In-Fact
Date: May 2, 2025
Address of Surety: 151 N. Franklin Street
Chicago, IL 60606
175 Berkeley Street, Boston, MA 02116



**ACCEPTANCE BY CITY:
REVIEWED:**

**THE FOREGOING PERFORMANCE
BOND IS ACCEPTED ON BEHALF OF
THE CITY OF COLLEGE STATION,
TEXAS:**

City Attorney's Office
Date: _____

City Manager
Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa)

On May 2, 2025 before me, Brittany Kavan, Notary Public
(insert name and title of the officer)

personally appeared Misty R. Hemje,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Brittany Kavan (Seal)



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Thuyduong Le, Brittany Kavan, Misty R Hemje, Courtney Chew, Maria De Los Angeles Reynoso, Tina K Nierenberg

of Walnut Creek, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of November, 2023.



The Continental Insurance Company

Larry Kasten

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 3rd day of November, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of May, 2025.



The Continental Insurance Company

D. Johnson

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213019 - 024125**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Courtney Chew, Forrest Chamberlain, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maria D. Reynoso, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Susan Hecker, Susan M. Exline, Thuyduong Le, Tina K. Nierenberg, Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of May, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. 30236819 - Continental
674224407 - Liberty .

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

CNA Surety
151 North Franklin, 17th Floor
Chicago, IL 60606

Telephone: 1-877-672-6115



TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call toll-free for information or to make a complaint at
1-877-751-2640

You may also write to:

2200 Renaissance Blvd., Ste. 400
King of Prussia, PA 19406-2755

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at
1-800-252-3439

You may write the Texas Department of Insurance Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should first contact the agent or call 1-800-843-6446. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

NP 70 68 09 01

LMS-15292 10/15

TEXAS AVISO IMPORTANTE

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1-877-751-2640

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Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el agente o primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI)

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Pursuant to Tex. Gov't Code Sec. 2269.258:

(a) **No Bid Bond Provided** – If the GMP has not yet been determined and the CMAR (Contractor) did not provide an acceptable bid bond, the CMAR shall provide at contract award either (1) Payment and Performance Bonds in an amount equal to the total Construction Budget contained in the RFP or (2) the CMAR shall provide another financial security acceptable to the City ensuring that CMAR will furnish the required performance and payment bonds when a GMP is established. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

(b) **Bid Bond Provided** – If the GMP has not yet been determined and the CMAR (Contractor) has provided an acceptable bid bond, the CMAR shall provide Payment and Performance Bonds upon the City's acceptance and approval of the Guaranteed Maximum Price. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

Project No. Amendment No. 1

Bond No. 30236819 - Continental
674224407 - Liberty

TEXAS STATUTORY PAYMENT BOND

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Garney Companies, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto The Continental Insurance Company / Liberty*, a corporation organized and existing under the laws of the State of PA/ MA, licensed to do business in the State of Texas and admitted to write bonds, as Surety, hereinafter called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, Texas ("City"), a municipal corporation, in the sum of Three Million Six Hundred Ninety Seven Thousand One Hundred Six and 35/100 Dollars----- (\$ 3,697,106.35) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, pursuant to the obligations and payment of this Texas Statutory Payment Bond ("Bond") as follows:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain Agreement ("Agreement" including the Agreement Documents, as amended) in writing with the City of College Station for the following City Project ("Project") dated the 25th day of October, 2024 : New Water Wells 10,11,12 Access Roads and Pipelines Project, with all of the work ("Work") for the Project to be done as set out in full in said Agreement, as amended, therein referred to and adopted by the City Council of the City of College Station, Texas, all of which documents are incorporated by reference for all purposes and made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, the condition of this Bond obligation is such that if Principal shall pay all claimants supplying labor, equipment, and/or material to Principal for the Project, or to a subcontractor for the Project, regarding he performance and prosecution of the Work of the Project provided for in the Agreement, as amended, then, this Bond obligation shall be null and void; otherwise this Bond obligation is to remain in full force and effect.

*Mutual Insurance Company

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapters 2253, 2254, and 2269 of the Texas Government Code and all liabilities on this Bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement, the Agreement Documents, and in the Work of the Project to be done thereunder, as provided in the Agreement, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work of the Project to be done thereunder; and that such changes, if made, shall not in any way vitiate, terminate, or diminish the (1) Surety's obligations in this Bond and undertaking, or (2) release the Surety therefrom.

It is further expressly agreed and understood that by the parties to this Bond that the Contractor and Surety will fully indemnify, defend, and hold harmless the City from any liability, claim, cause of action, judgment, loss, cost, expense, or damage arising out of or in connection with the Work for the Project done or to be done by the Contractor under the Agreement. In the event that the City shall bring any lawsuit or other proceeding at law or equity regarding or related to the Agreement or this Bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees, costs, and expenses incurred by the City in connection with such lawsuit or other proceeding.

The parties to this instrument expressly agree to and acknowledge the following: (1) this Bond and all obligations of the Surety and Contractor created hereunder are expressly performable in Brazos County, Texas; (2) this Bond shall be governed and interpreted pursuant to the laws of the State of Texas; (3) venue in any lawsuit or legal proceeding regarding or relating to this Bond shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for said county; (4) this Bond is given in compliance with the applicable provisions of Chapters 2253, 2254, and 2269 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statutes.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (1) by hand or courier delivery (no e-mails or facsimile submissions of notice are allowed), or (2) by United State Postal Service mail (being certified mail, return receipt required), said notice being addressed to the respective other party at the address described below in this Bond, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

Surety, for value received, hereby stipulates, acknowledges, and agrees that any change in Agreement Time or Agreement Sum shall not in any way affect its obligations and duties to the City as the Surety under this Bond, and Surety does hereby waive notice of any such change in the Agreement Time or Agreement Sum. A copy of the Surety agent "Power of Attorney" also must be attached to this Bond instrument.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached a current Power of Attorney as required by this Bond.

PRINCIPAL EXECUTION:

ATTEST, SEAL OF PRINCIPAL: (if a corporation)

WITNESS: (if not a corporation)

By: [Signature]
Name: Nikia Steppins
Title: Assistant Secretary
Date: 05/22/2025



Garney Companies, Inc.
(Name of Principal)

By: [Signature]
Name: William D. Williams
Title: Executive Vice President
Date: 05/22/2025
Address of Principal: 1700 Swift Street,
Suite 200, North Kansas City, MO 64116

SURETY EXECUTION:

ATTEST, SEAL OF SURETY: (if a corporation)

WITNESS: (if not a corporation)

By: [Signature]
Name: Keenan Hemje
Title: Witness
Date: May 2, 2025

The Continental Insurance Company /
Liberty Mutual Insurance Company
(Name of Surety)

By: [Signature]
Name: Misty R. Hemje
Title: Attorney-In-Fact
Date: May 2, 2025



Address of Surety: 151 N. Franklin Street
Chicago, IL 60606
175 Berkeley Street, Boston, MA 02116

**ACCEPTANCE BY CITY:
REVIEWED:**

**THE FOREGOING PERFORMANCE
BOND IS ACCEPTED ON BEHALF OF
THE CITY OF COLLEGE STATION,
TEXAS:**

City Attorney's Office
Date: _____

City Manager
Date: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Contra Costa)

On May 2, 2025 before me, Brittany Kavan, Notary Public
(insert name and title of the officer)

personally appeared Misty R. Hemje,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.



Signature Brittany Kavan (Seal)

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That The Continental Insurance Company, a Pennsylvania insurance company, is a duly organized and existing insurance company having its principal office in the City of Chicago, and State of Illinois, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

M Moody, Susan Hecker, K Zerounian, Janet C Rojo, Betty L Tolentino, Kevin Re, Brian F Cooper, Robert P Wrixon, Virginia L Black, Maureen O'Connell, Susan M Exline, Julia Ortega, Thuyduong Le, Brittany Kavan, Misty R Hemje, Courtney Chew, Maria De Los Angeles Reynoso, Tina K Nierenberg

of Walnut Creek, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the insurance company and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the Board of Directors of the insurance company.

In Witness Whereof, The Continental Insurance Company has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 3rd day of November, 2023.



The Continental Insurance Company

Larry Kasten

Vice President

State of South Dakota, County of Minnehaha, ss:

On this 3rd day of November, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of The Continental Insurance Company, a Pennsylvania insurance company, described in and which executed the above instrument; that he knows the seal of said insurance company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said insurance company and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance company.



My Commission Expires March 2, 2026

M. Bent

Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of The Continental Insurance Company, a Pennsylvania insurance company, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolutions of the Board of Directors of the insurance company printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance company this 2nd day of May, 2025.



The Continental Insurance Company

D. Johnson

Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF THE CONTINENTAL INSURANCE COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 10, 1995.

"RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of The Continental Insurance Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012.

"Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the "Authorized Officers") to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, "Electronic Signatures"), Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company."

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligatee Services > Validate Bond Coverage, if you want to verify bond authenticity.



POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213019 - 024125**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Betty L. Tolentino, Brian Cooper, Brittany Kavan, Courtney Chew, Forrest Chamberlain, Janet C. Rojo, Julia Ortega, K. Zerounian, Kevin Re, M. Moody, Maria D. Reynoso, Maureen O'Connell, Misty R. Hemje, Robert P. Wrixon, Susan Hecker, Susan M. Exline, Thuyduong Le, Tina K. Nierenberg, Virginia L. Black

all of the city of Walnut Creek state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of January, 2025.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 24th day of January, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

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Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 2nd day of May, 2025.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of Texas

Claim Notice Endorsement

To be attached to and form a part of Bond No. 30236819 - Continental
674224407 - Liberty

In accordance with Section 2253.021(f) of the Texas Government Code and Section 53.202(6) of the Texas Property Code any notice of claim to the named surety under this bond(s) should be sent to:

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Telephone: 1-877-672-6115



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Puede escribir al Departamento de Seguros de Texas Consumer Protection (111-1A)
P. O. Box 149091
Austin, TX 78714-9091
FAX # (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

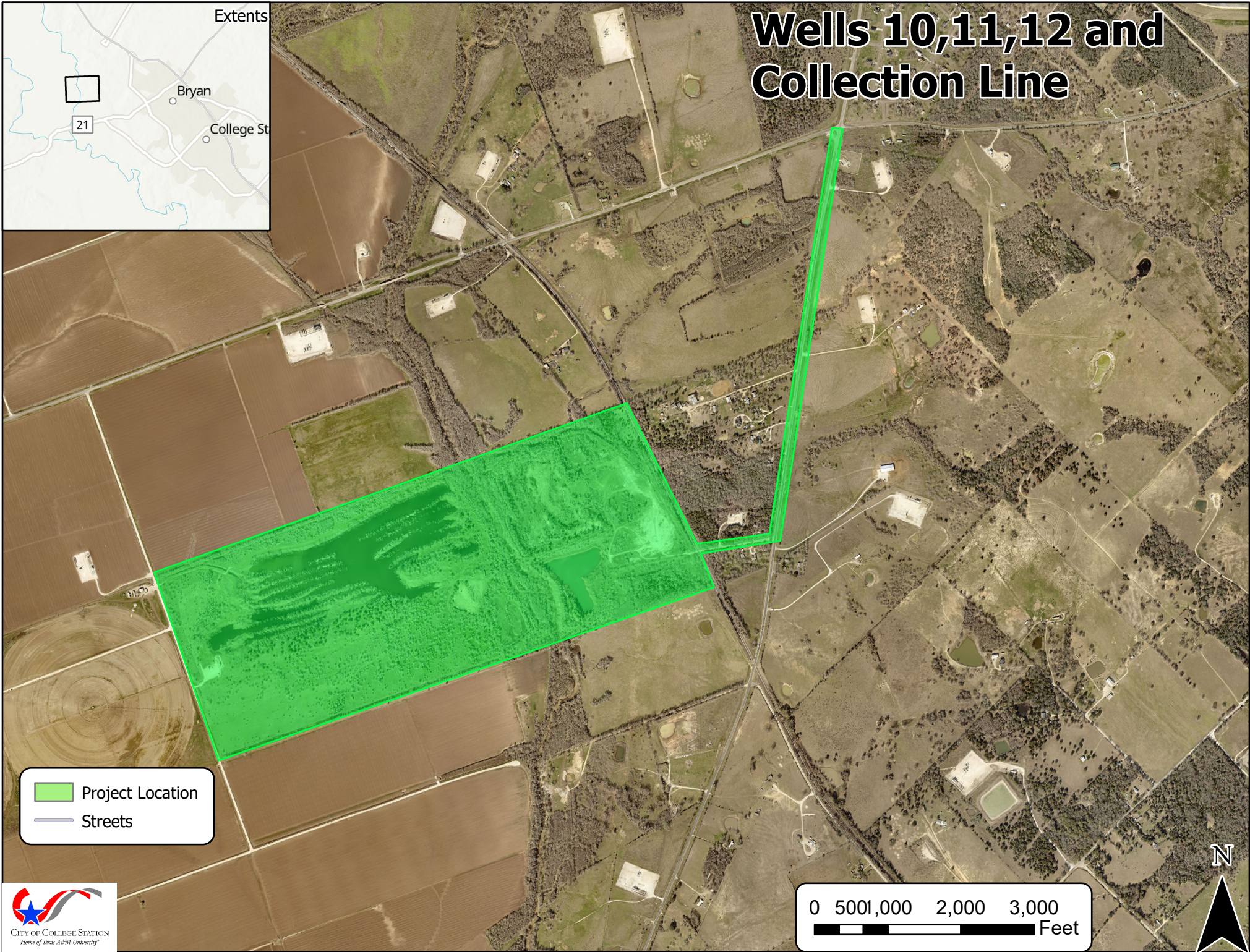
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UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

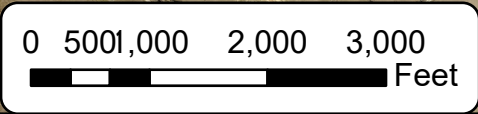


Wells 10,11,12 and Collection Line



Project Location

Streets



RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH
PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS THAT:

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed \$69,300,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 22nd DAY OF May, 2025.

John Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

(Seal)

APPROVED:



McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The project to be financed that are the subject of this Statement is:

Wells Nos 10, 11, and 12 and Collection Line (\$69,300,000)

This project involves the design and construction of three new water wells and a collection line in the well field. Each well will have a pumping capacity of 3,300 gallons per minute and will be operated using Motor Control Cabinets, Variable Frequency drives, and a generator for backup power. The project will also build internal access roads and power distribution. The project will also build approximately 12,000 linear feet of collection line between the three wells and the tie in point along Sandy Point Road. Coordination with BTU, Union Pacific and Texas Department of Transportation is needed for power, access, and utility work. Land acquisition will be needed for easements.

May 22, 2025
Item No. 7.7.
BVWACS FY26 Budget

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the BVWACS Annual Operating & Maintenance and Capital budget.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): CIO recommends approval of the budget for \$203,251.46 for the City of College Station portion of the BVWACS FY2026 Budget.

Summary: The BVWACS budget of \$971,580.34 was proposed and approved by the BVWACS Governing Board. The City of College Station portion of this cost is 20.92% of the BVWACS system. This amount is an increase of \$2,645.58 from FY2025. This is due to increase in the City's portion of the BVWACS Motorola Maintenance fee and an increase in number of radios.

Budget & Financial Summary: Funding is through IT Communications Professional Services account.

Attachments:

1. BVWACS FY2026 Approved Budget - Overview
2. BVWACS FY2026 Approved Budget - Party Breakdown

BVWACS FY2026 APPROVED BUDGET

Description	FY2025	FY2026	FY25/26 Change
Capital Fund Contributions	\$ 103,377.05	\$ 103,377.05	\$0.00
Expenses			
Salary - System Manager	\$ 113,623.87	\$ 117,600.71	\$3,976.84
Salary - BVCOG Misc	\$ 8,289.04	\$ 8,579.16	\$290.12
Salary Total	\$ 121,912.91	\$ 126,179.86	\$4,266.95
Benefits Total	\$ 36,256.95	\$ 38,794.94	\$2,537.99
General, Administrative, & Maintenance Expense			
Professional Fees *Other Admin*	\$ 4,500.00	\$ 4,500.00	\$0.00
Audit Expense *Other Admin*	\$ 4,000.00	\$ 4,500.00	\$ 500.00
Travel Expense	\$ 12,000.00	\$ 13,500.00	\$1,500.00
Maintenance, Motorola	\$ 298,124.87	\$ 307,006.16	\$8,881.29
Maintenance, Harris County	\$ 84,326.44	\$ 84,144.09	(\$182.35)
Supply Expense, Contingency	\$ 57,000.00	\$ 72,000.00	\$15,000.00
Copier Expense *Postage & Printing*	\$ 400.00	\$ 400.00	\$0.00
Maintenance, Data Connectivity	\$ 70,000.00	\$ 75,000.00	\$5,000.00
Telephone Expense *Includes mobile data devices & phone*	\$ 4,000.00	\$ 10,600.00	\$6,600.00
Postage Expense *Postage & Printing*	\$ 200.00	\$ 200.00	\$0.00
Insurance, General	\$ 19,000.00	\$ 26,000.00	\$7,000.00
Training and Meeting Expense *Other Admin*	\$ 4,500.00	\$ 4,500.00	\$0.00
Vehicle Fuel	\$ -	\$ 5,000.00	\$5,000.00
Vehicle Maintenance	\$ -	\$ 5,000.00	\$5,000.00
Vehicle Equipment, Miscellaneous Supplies	\$ -	\$ 2,500.00	\$2,500.00
Uniform Allowance		\$ 500.00	\$ 500.00
General, Admin, & Maintenance Expense Total	\$ 558,051.31	\$ 615,350.25	\$57,298.94
Indirect			
Indirect Cost Expense	\$ 31,328.00	\$ 32,500.00	\$1,172.00
ISF			
Accounting Service ISF	\$ 11,401.36	\$ 11,857.41	\$456.05
System Administration ISF	\$ 12,835.08	\$ 13,348.48	\$513.40
Copy/Fax Service ISF	\$ 587.14	\$ 610.63	\$23.49
Human Resource Management ISF	\$ 9,694.72	\$ 10,082.51	\$387.79
Office Space ISF	\$ 9,558.04	\$ 9,940.36	\$382.32
Receptionist/Internet/Local Phone ISF	\$ 9,171.97	\$ 9,538.85	\$366.88
ISF Total	\$ 53,248.31	\$ 55,378.24	\$2,129.93
Annual Operating & Maintenance Total	\$ 800,797.48	\$ 868,203.29	\$67,405.81
Annual Operating, Maintenance, & Capital Total	\$ 904,174.53	\$ 971,580.34	\$67,405.81

FY2026 APPROVED									
	Count	%	O&M	Capital	Total	Change			
College Station	1060	20.92%	\$ 181,625.32	\$ 21,626.14	\$ 203,251.46	\$ 2,645.58			
Bryan	576	11.37%	\$ 98,694.51	\$ 11,751.57	\$ 110,446.08	\$ (1,537.96)	Annual (Includes Capital) Per Radio		
Brazos	619	12.22%	\$ 106,062.33	\$ 12,628.85	\$ 118,691.18	\$ 1,301.03	Per Radio/Year		\$ 191.75
TAMU	335	6.61%	\$ 57,400.45	\$ 6,834.68	\$ 64,235.13	\$ (445.30)	Per Radio/Month		\$ 15.98
Washington	870	17.17%	\$ 149,069.84	\$ 17,749.76	\$ 166,819.60	\$ (1,156.45)			
Brenham	281	5.55%	\$ 48,147.84	\$ 5,732.97	\$ 53,880.81	\$ (1,725.05)			
Grimes	472	9.32%	\$ 80,874.67	\$ 9,629.75	\$ 90,504.42	\$ 6,709.48			
Madison	268	5.29%	\$ 45,920.36	\$ 5,467.74	\$ 51,388.11	\$ (1,321.62)			
Burleson	286	5.64%	\$ 49,004.57	\$ 5,834.98	\$ 54,839.55	\$ 5,412.11			
Robertson	300	5.92%	\$ 51,403.39	\$ 6,120.61	\$ 57,524.00	N/A			
Total	5067	100.00%	\$ 868,203.29	\$ 103,377.05	\$ 971,580.34	\$ 67,405.81			

May 22, 2025
Item No. 7.8.
BVWACS ILA and Managing Entity Agreement

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the First Amendment to the Third Restatement of the Interlocal agreement between the BVWACS and the City of College Station to add Robertson County to the interlocal agreement and to have the BVCOG serve as Managing Entity.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure

Recommendation(s): CIO recommends approval of the agreement.

Summary: The Brazos Valley Wide Area Communications System (BVWACS) is an interoperable radio system that allows public safety (and supporting) agencies to communicate throughout the Brazos Valley. The City of College Station is currently one of the nine participating members of the BVWACS. The interlocal agreement is to incorporate Robertson County as a partner and have the BVCOG serve as the managing entity for the BVWACS.

Budget & Financial Summary: Funds are budgeted and available through the IT Communications Professional Services account.

Attachments:

1. BVWACS Partnership Amendment - Robertson County 2025
2. BVWACS Managing Entity Amendment - Robertson County 2025

**FIRST AMENDMENT TO THE THIRD RESTATEMENT
OF THE INTERLOCAL AGREEMENT FOR THE CONSTRUCTION, ACQUISITION,
IMPLEMENTATION, OPERATION AND MAINTENANCE OF THE BRAZOS
VALLEY WIDE AREA COMMUNICATIONS SYSTEM (BVWACS)**

STATE OF TEXAS

**§ COUNTIES OF BRAZOS,
§ WASHINGTON, GRIMES, MADISON,
§ BURLESON, AND ROBERTSON**

This First Amendment to the Third Restatement Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS) is entered into this 23rd day of April, 2025 and is effective as of October 1, 2025.

WHEREAS, the Brazos Valley Council of Governments and the Cities of Bryan, College Station and Brenham, and the Counties of Washington, Grimes, Madison, Burleson, and Brazos, and Texas A&M University entered into an interlocal agreement (the “Agreement”) for the construction, acquisition, implementation, operation and maintenance of the Brazos Valley Wide Area Communications System (BVWACS); and

WHEREAS, Section 11 of the Agreement provides for the addition of new parties to the BVWACS system; and

WHEREAS, Section 6 of the Agreement provides for the amendment of the Agreement; and

WHEREAS, Robertson County wishes to become a BVWACS Party; and

WHEREAS, Robertson County agrees to abide by all Agreement covenants; and

WHEREAS, the existing BVWACS parties wish to amend the Interlocal Agreement to add Robertson County as a BVWACS party; and

WHEREAS, Robertson County , through a separate agreement, has secured a six (6) channel 700MHz RF site to be located in Franklin, TX; and

WHEREAS, Robertson County has agreed to absorb the cost of the tower lease fees for the BVWACS antenna system on the Franklin site under a separate agreement with the tower owner,

NOW, THEREFORE, the BVWACS Parties and Robertson County hereby agree as follows:

1. Unless expressly written herein, the terms of this Amendment shall follow the terms of the Agreement and will continue until September 30, 2028, as defined in Section 2 of the Agreement.
2. As the BVWACS Managing Entity, BVCOG will oversee the implementation of radio frequency infrastructure at a leased tower site in Franklin, TX to be integrated into the BVWACS System. This includes oversight of the installation of antenna hardware and other equipment necessary to commission and integrate the new site in to the BVWACS System.
3. Robertson County understands that costs associated with being a BVWACS Party are calculated every year, based on the number of subscriber devices they have in service on the BVWACS System versus the total Operating, Maintenance, and Capital Fund Budgets.
4. Robertson County agrees to absorb the costs associated with leasing space on the tower structure at the Franklin site, as determined in a separate agreement between Robertson County and the tower owner. Robertson County will be responsible for lease costs associated with two (2) 700MHz antennas, one (1) tower-top amplifier, microwave data equipment, and four (4) antenna cables, each at a height determined to be optimal to gain the maximum coverage available at the Franklin site.
5. Robertson County will receive subscriber devices, at no cost, from the BVCOG, at a quantity to be coordinated between Robertson County and the BVWACS System Manager based on availability, in an effort to lessen the initial Capital Expenditure burden on Robertson County. Robertson County agrees that they will receive the subscriber devices only, and Robertson County will be financially responsible for any costs associated with purchasing the necessary accessories to put the subscriber devices into service, including any batteries, antennas, microphones, charging devices, speakers, power cables, installation services, or any other ancillary costs.
6. In accordance with Section 4.B and 5.B of the Agreement, Robertson County shall appoint One (1) official to the BVWACS Governing Board, and One (1) primary and One (1) alternate representative to the BVWACS Operating Board.
7. The BVWACS Parties agree that, for testing and verification purposes, RF site infrastructure and subscriber units may become active prior to the effective date of this Amendment. The BVWACS Parties further agree that, should these units become active prior to the effective date of this Amendment, Robertson County shall not be billed for this testing, verification, and usage of the BVWACS System until the effective date of this Amendment.
8. In accordance with Section 22.D of the Agreement, Notices to Robertson County shall be directed to:

Robertson County
Attention: County Judge, with a copy to the County Attorney
102 W Decherd St
Franklin, TX 77856

9. The BVWACS Parties agree that the updated “Exhibit A” will replace the “Exhibit A” shown in the Third Restatement of the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS)

IN WITNESS WHEREOF, this Amendment has been executed and delivered on behalf of the BVWACS Parties by their duly authorized representatives in one or more counterparts, which together shall constitute one Agreement.

BURLESON COUNTY

By: _____ Date _____
County Judge Keith Schroeder

CITY OF BRYAN, TEXAS

ATTEST:

Bobby Gutierrez, Mayor

Melissa Brunner, City Secretary

Date: _____

APPROVED AS TO FORM:

Thomas Leeper, City Attorney

CITY OF COLLEGE STATION

By: _____ Date: _____
Mayor

ATTEST:

By: _____ Date: _____
City Secretary

APPROVED:

By: _____ Date: _____
City Manager

By: _____ Date: _____
City Attorney

By: _____ Date: _____
Assistant City Manager/ CFO

CITY OF BRENHAM

By: _____ Date: _____
Mayor Atwood Kenjura

MADISON COUNTY

By: _____
County Judge Clark Osborne

Date _____

BRAZOS COUNTY

By: _____
Duane Peters, County Judge

Date: _____

ATTEST:

Karen McQueen, County Clerk

Date: _____

APPROVED:

By: _____
Bruce L. Erratt, General Counsel

Date: _____

WASHINGTON COUNTY

By: _____
County Judge John Durrenberger

Date: _____

TEXAS A&M UNIVERSITY

By: _____
John Crawford, Vice President for Finance
& Chief Financial Officer

Date: _____

GRIMES COUNTY

By: _____
County Judge Joe Fauth

Date: _____

ROBERTSON COUNTY

By: _____
County Judge Joe Scarpinato

Date _____

**FIRST AMENDMENT TO THE THIRD RESTATEMENT OF THE INTERLOCAL
AGREEMENT FOR THE CONSTRUCTION, IMPLEMENTATION, OPERATION AND
MAINTENANCE OF THE WIDE AREA COMMUNICATIONS SYSTEM**

BVWACS Architecture

Exhibit A

Each of the BVWACS parties will continue to contribute existing infrastructure, and real property currently owned or leased by the parties for the purpose set forth in the Agreement. The infrastructure and real property contributed by each of the parties at the execution of the Agreement is as follows:

City of College Station

Access to RF Site at 2700 Switch Station Rd in College Station TX

Access to RF Site at SH6 and FM40 (City Water Tower)

Access to Console Site 800 Krenek Tap Rd in College Station TX

Access to Console Site at 1601 Graham Rd in College Station TX

Network connectivity for the following RF and Console Sites to the RNI

College Station RF Sites

College Station Console Sites

City of Bryan

Access to secure 3rd floor equipment space at 101 Regent Street for RF and Console Site

Network connectivity for the following RF and Console Sites to the RNI

Millican RF Site

Verizon RF Site

Bryan Console Site

City of Bryan Fire Station #4

Brazos County

Access to RF Site at 21550 Kathy Fleming Rd in Millican TX

Access to RF Site at 8538 Deep Well Road in Brazos County, including tower lease

Texas A&M University

Access to RF Site at 570 Floriculture Rd in College Station TX

Access to Console Site at 1111 Research Pkwy in College Station TX

Access to Console Site at 311 Houston Street in College Station TX

Network connectivity for the following RF and Console Sites to the RNI

Hensel Park RF Site

TAMU Console Site

City of Brenham

Access to RF Site at 1802 Longwood Dr in Brenham TX

Network connectivity for the following RF and Console Sites to the RNI

Brenham RF Site

Brenham (Washington County) Console Site (Via City Network)

Washington County

Access to RF Site at 3610 FM 1697 in Burton TX

Access to RF Site at 7275 Lone Star Rd in Washington TX

Access to Console Site at 301 N Baylor St in Brenham TX

Grimes County

Access to RF Site at 382 FM 149 West in Anderson TX

Access to RF Site at the Bédias Wastewater Facility in Bédias TX

Access to RF Site at 9434 County Rd 420 in Navasota TX

Burleson County

Access to RF Site at 367 CR 103 in Caldwell TX

Madison County

Access to RF Site at 101 E. Collard St in Madisonville TX

Access to RF Site at 7442 Gin Rd in Midway TX

Robertson County

Access to RF Site at the Robertson County ESD Tower in Franklin TX

Texas Department of Public Safety (Information Only)

Under separate agreement, provide microwave link between the North Brazos RF site and the

Texas DPS radio tower located in Bryan TX

Under separate agreement, provide microwave link between the Texas DPS radio tower located in

Bryan TX and the City of Bryan Fire Station #4

BVCOG / BVWACS

Network connectivity for all BVWACS RF and Dispatch Sites to the RNI Master Sites

Burton RF Site microwave link to Brenham RF Site

Washington RF Site microwave link to Brenham RF Site

Anderson RF Site microwave link to Millican RF Site

Bedias RF Site microwave link to Walker West RF Site

Midway RF Site microwave link to Madisonville RF Site

Madisonville RF Site microwave link to Bedias RF Site

Caldwell RF Site microwave link to St Joseph Hospital Caldwell

Navasota RF Site microwave link to Millican RF Site and Washington RF Site

BVCOG Fiber link from St Joseph Hospital Caldwell to BVCOG CRS

BVCOG Fiber link from Bedias RF Site to BVCOG CRS

BVCOG Fiber link from BVCOG CRS to Brenham TX

Public Safety Interoperability Communications (PSIC) grant

The PSIC Grant provided the necessary equipment and racks (consisting of base radios, site controller and radio frequency distribution system), antennas and associated wiring located at each of seven sites, as well as operator consoles replacement/upgrade for the parties as shown below:

Item/Site	Description
Network Connectivity	Leased connectivity to connect all the sites together
Bryan /Brazos County Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax
College Station Site	Includes 700/800 MHz Multicast Base equipment with racks (12 chls), Xmit & Rcv antennas and coax
College Station Console Sys	As shown in Table 2 below. - 6 operator positions
Bryan/Brazos county Console Sys	Convert existing system to P25
Millican	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax
Hensel Park Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax
TAMU Console Equip	Convert existing system to P25
LCRA - Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax
Brenham Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax

Burton Site	Includes 700/800 MHz Multicast Base equipment with racks (6 chls) , Xmit & Rcv antennas and coax
Brenham Emerg Comms Console Sys	As shown in Table 2 below. - 4 operator positions
Management Reserve	Includes structural analysis of all towers and project reserves.

PSIC-Provided Console equipment installed at College Station and the City of Brenham:

IP-based console system

Auxiliary I/O Server

Conventional Channel Gateway

Operator Position Equipment, PC, Mouse, Speakers, Microphone, Keyboard

Console Site Router

Site Controller

LAN Switch

IP Based logging system, archiving interface server, digital logging server, playback station

700/800MHz P25 Trunked backup stations

Multimode remote control

Antenna system

Lightning Protection

UPS backup power

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT FOR MANAGING
ENTITY BY THE BVCOG FOR THE BRAZOS VALLEY WIDE AREA
COMMUNICATIONS SYSTEM (BVWACS)**

STATE OF TEXAS	§ § §	COUNTIES OF BRAZOS, WASHINGTON, GRIMES, MADISON, ROBERTSON, AND BURLESON
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This First Amendment to the Interlocal Agreement for Managing Entity by the BVCOG for the Brazos Valley Wide Area Communications System (BVWACS) is entered into this 23rd day of April, 2025 and is effective as of October 1, 2025.

WHEREAS, the Brazos Valley Council of Governments and the Cities of Bryan, College Station and Brenham, and the Counties of Washington, Grimes, Madison, Burleson, and Brazos, and Texas A&M University (BVWACS Parties) entered into an interlocal agreement (the “Agreement”) for Managing Entity by the BVCOG for the Brazos Valley Wide Area Communications System (BVWACS); and

WHEREAS, the BVWACS Parties added Robertson County to the Agreement on April 23rd, 2025; and

WHEREAS, Article 7 of the Agreement provides for Changes and Amendments of the Agreement; and

WHEREAS, Robertson County is a new BVWACS party subsequent to execution of the First Amendment to the Third Restatement of the Interlocal Agreement for the Construction, Acquisition, Implementation, Operation and Maintenance of the Brazos Valley Wide Area Communications System (BVWACS); and

WHEREAS, the BVWACS parties wish to amend this Agreement to add Robertson County; and

WHEREAS, Robertson County agrees to abide by all covenants outlined in the Agreement;

NOW, THEREFORE, the BVWACS parties hereby amend the Agreement as follows:

1. The Agreement is amended to include the Cities of Bryan, College Station and Brenham, and the Counties of Washington, Grimes, Brazos, Madison, Robertson and Burleson, and Texas A&M University.
2. Article 12 is amended to add the following:

County:
Robertson County
Attention: County Judge, with a copy to County Attorney
102 W Decherd St
Franklin, TX 77856

IN WITNESS WHEREOF, this Amendment has been executed and delivered on behalf of the BVWACS Parties by their duly authorized representatives in one or more counterparts, which together shall constitute one agreement.

MADISON COUNTY

By: _____
County Judge Clark Osborne

Date: _____

CITY OF BRYAN, TEXAS

ATTEST:

Bobby Gutierrez, Mayor

Melissa Brunner, City Secretary

Date: _____

APPROVED AS TO FORM:

Thomas Leeper, City Attorney

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

By: _____
City Secretary

Date: _____

APPROVED:

By: _____
City Manager

Date: _____

By: _____
City Attorney

Date: _____

By: _____
Assistant City Manager/ CFO

Date: _____

CITY OF BRENHAM

By: _____
Mayor Atwood Kenjura

Date: _____

BRAZOS COUNTY

By: _____
Duane Peters, County Judge

Date: _____

ATTEST:

Karen McQueen, County Clerk

Date: _____

APPROVED:

By: _____
Bruce L. Erratt, General Counsel

Date: _____

WASHINGTON COUNTY

By: _____
County Judge John Durrenberger

Date: _____

TEXAS A&M UNIVERSITY

By: _____
John Crawford, Vice President for Finance
& Chief Financial Officer

Date: _____

GRIMES COUNTY

By: _____
County Judge Joe Fauth

Date: _____

BRAZOS VALLEY COUNCIL OF GOVERNMENTS

By: _____
Michael Parks, Executive Director

Date: _____

BURLESON COUNTY

By: _____
County Judge Keith Schroeder

Date: _____

ROBERTSON COUNTY

By: _____
County Judge Joe Scarpinato

Date: _____

May 22, 2025

Item No. 8.1.

Presentation, discussion, and possible action on a Tourism update.

Sponsor: Jeremiah Cook, Assistant Director - Tourism

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on a Tourism update.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): Staff recommends that the council receive the presentation.

Summary: Staff of the Economic Development and Tourism Department will provide an update on current projects within the tourism division. This presentation will cover key metrics in the tourism economy and highlight major initiatives, including the strategic plan, brand book, and convention center feasibility study. Additionally, an update from the Tourism Committee will be shared.

Budget & Financial Summary: N/A

Attachments:

None

May 22, 2025
Item No. 8.2.
2025 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:

None

May 22, 2025

Item No. 9.1.

FY25 Notice of Intent to Issue Certificates of Obligation

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution directing publication of notice of intention to issue Certificates of Obligation, Series 2025; and providing an effective date.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Improving Mobility

Sustainable City

Recommendation(s): Staff recommends Council Consider and act on a resolution directing publication of notice of intention to issue certificates of obligation.

Summary: In November 2022, the citizens of College Station approved 3 of the 5 bond authorization propositions totaling \$56.1MM. Citizen authorization is used for the issuance of general obligation bonds or GO debt. In connection with the general obligation authorization the FY25 issuance will include \$17,050,000 for authorized projects.

The City of College Station typically issues Certificates of Obligation (CO) debt to fund various capital projects identified and approved as a part of the annual budget. The City's Financial Advisor and Bond Counsel recommend that the City issue Certificate of Obligations for utility projects instead of Utility Revenue Bonds (URBs); the pledge of the City's ad valorem tax base is a stronger credit than utility revenues and thus lowers the cost of borrowing. Since 2008, the City policy has been to issue Certificates of Obligation for utility debt, allowing more financial flexibility regarding the payment of debt service. Council is authorized to approve the issuance of certificates of obligation (COs) after approving a resolution directing notices to be published of the intent to issue the Certificates.

In addition to the GO Obligations, the FY25 issuance will include Certificates of Obligation to fund needed public safety technology as well as to pay debt issuance costs. This notice resolution provides that the maximum amount of Certificates of Obligation indebtedness that may be authorized to be sold is \$18,250,000 with \$13,250,000 related to utility projects and \$5,000,000 related to general government projects. 2025 General Government Obligations to be issued in addition to the COs total \$17,050,000. The utility systems will cover their associated portion of debt service for capital utility projects through utility revenues.

At the July 24th meeting, the City Council will consider the approval of sale parameters ordinance for the Certificates of Obligation Bonds and the General Obligation Bonds. Each sale parameters ordinance authorizes the Mayor, the City Manager and Assistant City Manager/Chief Financial Officer to finalize the complete sale of the obligations depending on market conditions. The ordinances also delegate the appointment of the Paying Agent/Registrar, method of sale, bond underwriters, and approves the preparation of the Official Statements for the Certificates of Obligations and General Obligation Bonds. If the City is not prepared to issue the Certificates of Obligation and General Obligation Bonds at the July 24th meeting, the City Council may postpone adoption of the ordinance

for up to ninety days from July 24th.

Budget & Financial Summary: The staff reviewed the impact of the Certificates and General Obligation Bonds on the City's ability to meet debt service requirements and the effect they may have on the ad valorem tax rate. These items were budgeted as part of the FY25 budget process. The recommendation is to move forward with this issuance. The impact on the tax rate and utility rates will be reviewed annually as part of the financial forecast and budget preparation.

Attachments:

1. Proposed 2025 Debt Issue
2. Notice Resolution v1

2025 Debt Issue**General Government 2022 General Obligation Authorization****Facility Projects**

		13,500,000	Fire Station #7	GG2306	20 Yrs
Total	\$	13,500,000			

Park Projects

		250,000	Bachmann Little League and Senior League/Soccer Buildings	PK2304	20 Yrs
		2,300,000	Thomas Park Re-Development	PK2307	7 Yrs
		650,000	Lincoln Center Area Improvements	PK2308	7 Yrs
		350,000	Central Park Operations Shop	PK2309	20 Yrs
Total	\$	3,550,000			

All GOB Subtotal \$ 17,050,000**General Government Certificates of Obligation****Vertical, Facilities, IT Projects**

		5,000,000	City-Wide Radio Replacements	CO2501	7 Yrs
Total	\$	5,000,000			

Governmental CO Subtotal \$ 5,000,000**Utility Certificates of Obligation****Water Projects**

		5,000,000	New Water Wells	WA2400	20 Yrs
Total	\$	5,000,000			

Wastewater Projects

		4,000,000	CC Diversion Lift Station & Force Main	WW1800002	20 Yrs
		750,000	CCWWTP Outfall Rehabilitation	WW2202	20 Yrs
		3,500,000	CCWWTP Filter Improvements	WW2400	20 Yrs
Total	\$	8,250,000			

Utility CO Subtotal \$ 13,250,000**All CO Subtotal \$ 18,250,000****Total Debt Issue \$ 35,300,000**

Est. Issuance Costs (0.75% of
total debt issued)

\$	265,000
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Total	\$	35,565,000
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CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COUNTY OF BRAZOS
CITY OF COLLEGE STATION

We, the undersigned officers of the City of College Station, Texas (the **City**), hereby certify as follows:

1. The City Council of the City convened in a regular meeting on May 22, 2025 at City Hall, and the roll was called of the duly constituted officers and members of this City Council, as follows:

John Nichols, Mayor	Mark Smith, Place 1 Councilman
William Wright, Place 2 Councilman	David White, Place 3 Councilman
Melissa McIlhaney, Place 4 Councilwoman	Bob Yancy, Place 5 Councilman
Scott Shafer, Place 6 Councilman	

and all of the persons were present except the following absent Councilmembers: _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at the meeting: a written

A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION, AND PROVIDING AN EFFECTIVE DATE

was duly introduced for the consideration of this City Council. It was then duly moved and seconded that the resolution (the **Resolution**) be approved, and, after discussion, the motion prevailed and carried by the following vote:

AYES: _____ NOES: _____

2. A true, full and correct copy of the Resolution is attached to and follows this certificate and the Resolution has been duly recorded in the City Council's minutes of the Meeting. The above paragraph is a true, full and correct excerpt from the City Council's minutes of the meeting at which the Resolution was approved. The persons named above are the duly chosen, qualified and acting officers and members of the City Council. Each of the officers and members of the City Council was duly and sufficiently notified officially and personally, in advance, of the time, place and purpose of the meeting, and that the Resolution would be introduced and considered at the meeting, and each of the officers and members consented, in advance, to the holding of the meeting for such purpose, and that the meeting was open to the public and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

3. The Mayor of the City has approved and hereby approves the Resolution, and the Mayor and the City Secretary of the City have duly signed the Resolution, and the Mayor and the City Secretary of the City hereby declare that their signing of this certificate shall constitute the signing of the attached and following copy of the Resolution for all purposes.

PASSED AND APPROVED ON MAY 22, 2025.

Tanya D. Smith
City Secretary

John Nichols
Mayor

(City Seal)

RESOLUTION NO. 05-22-25-_____

A RESOLUTION DIRECTING PUBLICATION OF NOTICE OF INTENTION
TO ISSUE CERTIFICATES OF OBLIGATION, AND PROVIDING AN
EFFECTIVE DATE

WHEREAS, the City of College Station (the **City**) expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described in "*Exhibit A*" to this Resolution prior to the issuance of the Certificates of Obligation hereinafter described; and

WHEREAS, the City Council hereby finds, considers and declares that the reimbursement of the payment by the City of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the U.S. Treasury Regulations, to reimburse itself for such payments at such time as it issues the hereinafter described Certificates of Obligation; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Resolution was considered was open to the public, and public notice of the time, place and purpose of the meeting was given, all as required by Chapter 551, Texas Government Code.

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

Section 1. That attached hereto and marked "Exhibit A" is a form of notice (the "Notice"), the form and substance of which are hereby passed and approved.

Section 2. That the City Secretary shall cause the Notice to be published, in the form attached hereto, in the "*Bryan-College Station Eagle*", a newspaper of general circulation in the City, for two consecutive weeks, the date of the first publication to be before the 45th day before the day tentatively proposed for authorizing the issuance of the Certificates of Obligation as shown in the Notice. Additionally, the Notice shall be posted continuously on the City's website for at least forty-five days before the date tentatively set for final passage of the ordinance or ordinances authorizing the issuance of the Certificates of Obligation.

Section 3. That the facilities and improvements to be financed with proceeds from the proposed Certificates of Obligation are to be used for the purposes described in "Exhibit A" hereto.

Section 4. That all costs to be reimbursed pursuant to this Resolution will be capital expenditures; the proposed Certificates of Obligation shall be issued within 18 months of the later of (i) the date the expenditures are paid or (ii) the date on which the property, with respect to which such expenditures were made, is placed in service; and the foregoing notwithstanding, the Certificates of Obligation will not be issued pursuant to this Resolution on a date that is more than three years after the date any expenditure which is to be reimbursed is paid.

Section 5. That this Resolution shall be effective immediately upon passage and adoption.

PASSED AND APPROVED ON MAY 22, 2025.

John Nichols, Mayor

ATTEST:

Tanya D. Smith, City Secretary

(City Seal)

APPROVED:



McCall, Parkhurst & Horton L.L.P.
Bond Counsel

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

The City Council of the City of College Station will consider the passage of an ordinance or ordinances authorizing the issuance of one or more series of interest bearing certificates of obligation (the "Certificates") in the principal amount not to exceed \$18,250,000 for paying all or a portion of the City's contractual obligations to be incurred in connection with constructing, improving, acquiring and equipping the following projects: (i) city-wide radio and communication equipment; (ii) improvements and extensions to the City's waterworks and sewer systems including new water wells, distribution, transmission, system lines, lift stations, pumps, outfall, filtration and plant improvements; and (iii) the payment of fiscal, engineering and legal fees incurred in connection therewith.

The City proposes to provide for the payment of such Certificates from the levy and collection of ad valorem taxes in the City as provided by law, and from a limited pledge (not to exceed \$1,000) of the surplus revenues of the City's waterworks, sewer and electric systems, remaining after payment of all operation and maintenance expenses thereof, and all debt service, reserve, and other requirements in connection with all of the City's revenue bonds or other obligations (now or hereafter outstanding), which are payable from all or any part of the net revenues of the City's waterworks, sewer and electric systems. The Certificates are to be issued, and this notice is given, under and pursuant to the provisions of Texas Local Government Code, Chapter 271, Subchapter C.

The City Council tentatively proposes to adopt the ordinance(s) authorizing the Certificates at a meeting to be held at 6:00 P.M. on July 24, 2025 to be held at City Hall, 1101 Texas Avenue, College Station, TX 77840. The ordinance(s) may authorize an authorized officer of the City to effect the sale and delivery of the Certificates on a date or dates subsequent to the adoption of the ordinance(s).

The following information is provided to comply with Tex. H.B. 477, 86 Leg., R.S. (2019). The current principal of all outstanding debt obligations of the City is \$413,745,000. The current combined principal and interest required to pay all outstanding debt obligations of the City on time and in full, is \$539,069,070. The maximum principal amount of the Certificates to be authorized is \$18,250,000 and the estimated combined principal and interest required to pay the Certificates to be authorized on time and in full is \$25,735,313. The maximum interest rate for the Certificates may not exceed the maximum legal interest rate. The maximum maturity date of the Certificates to be authorized is February 15, 2045. The above information does not exclude any debt obligations the City has designated as self-supporting and which the City reasonably expects to pay from revenue sources other than ad valorem taxes. Information regarding this may be obtained by contacting the Director of Fiscal Services at 1101 Texas Avenue, College Station, TX 77840 and by phone at 979-764-3645.

May 22, 2025
Item No. 9.2.
Phillips Square Rezoning

Sponsor: Gabriel Schrum

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by amending Ordinance 24-4498 by removing approximately 9.499 acres from the PDD and by changing the zoning district boundaries from PDD Planned Development District to GC General Commercial, O Office, and NAP Natural Areas Protected for approximately 9.499 acres at 505 William D. Fitch Parkway, being Lot 1 & 2, Block 2 and Lot 1, Block 3 of the Phillips Square Subdivision Phase 2, generally located at the terminus of Castle Rock Parkway.

Relationship to Strategic Goals:

Diverse & Growing Economy

Recommendation(s): This item was heard at the May 1st, 2025 Planning and Zoning Commission meeting where the Commission voted 7-0 to recommend approval.

Summary: This request is to rezone approximately 9.499 acres of land located at 525 William D. Fitch Parkway from PDD Planned Development District to approximately 4.836 acres of GC General Commercial, 1.181 acres of O Office, and 0.879 acres of NAP Natural Areas Protected. The subject property was platted in February of this year and is currently undeveloped.

In June 2010, City Council denied a rezoning request for the property due to concerns related to the uncertainty of the specific uses, development of the floodplain and the adequacy of the transportation infrastructure. It was then recommended that the applicant pursue a PDD Planned Development District rezoning to ensure consistency with the Comprehensive Plan, compatibility with adjacent uses, and to provide a more detailed evaluation of transportation facilities and greenways. The property was zoned PDD Planned Development District in 2010 with conditions that a bike lane be provided on the commercial street, a right turn deceleration lane be provided at the intersection of the commercial street and William D Fitch Pkwy, and a right turn lane be provided at each intersection of the private drive with the commercial street and Castle Rock Pkwy. As part of the PDD, modifications to street width, low density height protection, buffer requirements, block length requirements and sidewalk requirements were granted.

In January 2024, City Council approved an amendment to the PDD concept plan. This amendment removed building and parking layouts while keeping the previously approved uses and modifications. The future developers of the lots would need to come before City Council to amend the concept plan before site plan to show site layout.

All additional conditions of the PDD were met at the time of platting. The streets, deceleration lanes and sidewalks were constructed meeting the standards as outlined in the PDD, making the right-of-way for the commercial street smaller than the standard right-of-way width for a collector if the property were to be zoned to strictly GC General Commercial. To offset this reduction in width, a bike lane was installed along the collector which prohibits parking. The block length requirements would be deficient if moving to a straight rezoning as this was a modification granted in the PDD. By

rezoning a portion of the property to NAP Natural Areas protected, we can ensure that there will be no adverse impacts to the floodplain as properties zoned NAP are not to be disturbed.

The applicant intends to rezone the lot from PDD Planned Development District with base zoning districts of GC General Commercial and O Office to the straight zoning districts of GC General Commercial, O Office, and NAP Natural Areas Protected. The applicant has indicated that this will allow for more flexibility and faster processing with incoming developments.

REZONING REVIEW CRITERIA

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

The subject property is designated on the Comprehensive Plan Future Land Use & Character Map as General Commercial, Natural and Open Areas and a small portion of Mixed Residential.

For the Mixed Residential land use, the Comprehensive Plan provides the following:

Areas that are appropriate for a range of high-density multifamily and attached residential development in various forms, including townhomes, apartment buildings, mixed-use buildings, and limited non-residential uses that are compatible with the surrounding area.

The intent of the district is to:

- Accommodate a wide range of attractive multifamily housing for a diverse population.
- Provide vehicular and pedestrian connectivity between developments
- Accommodate streetscape features such as sidewalks, street trees, and lighting
- Support commercial, service, office uses, and vertical mixed-use within redevelopment areas

The zoning districts that are generally appropriate within this land use include: Multi-family, townhouse, mixed-use, and limited suburban commercial zoning.

For the General Commercial land use, the Comprehensive Plan provides the following:

Concentrated areas of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large and located along regionally significant roads. Due to their context, these areas tend to prioritize automobile mobility.

The intent of the district is to:

- Accommodate a wide range of commercial uses
- Concentrate future commercial development at major intersections
- Provide connectivity to surrounding bicycle and pedestrian networks and provide safe pedestrian facilities within sites
- Encourage transitions in building height and mass when adjacent to residential neighborhoods
- Support multi-family residential as secondary uses on a site

The zoning districts that are generally appropriate within this land use include: General commercial, office, and mixed-use zoning

For the Natural and Open Areas land use, the Comprehensive Plan provides the following:

Areas that represent a constraint to development and that should be conserved for their natural

function or open space qualities. These areas include floodplains, riparian buffers, common areas, and open space. The boundaries of the Natural & Open Areas land use are illustrative, and the exact location of floodplains and other physical constraints are determined during the development process.

The zoning districts that are generally appropriate within this land use include: Natural Areas Protected

A small portion of the property along Castle Rock Pkwy is designated as mixed residential. This area was designated as mixed residential during the latest comprehensive plan update in 2021. At the time, this land use designation followed the future extension of Castle Rock Pkwy. The alignment of Castle Rock Pkwy shifted some during the platting of the property and construction of the public infrastructure, and therefore it does not align perfectly with the land use designation. The Comprehensive Plan does allow for flexibility in the exact alignment of the land use as the intent of the 2021 Comprehensive Plan was for the mixed residential land use to be on the other side of Castle Rock Pkwy.

The proposed rezoning is in line with the Comprehensive Plan as the request is to rezone to GC General Commercial, O Office, and NAP Natural Areas Protected will follow the associated land uses.

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

The property has frontage to William D Fitch Pkwy, Tammie Lynn Dr., and Castle Rock Pkwy. Adjacent properties are zoned GS General Suburban to the east and R Rural to the west.

The subject property is adjacent to Castle Rock Park to the east, William D Fitch Pkwy to the south, and undeveloped land to the west. A single-family residential neighborhood is to the west of the subject property on the other side of Castle Rock Park, which is located within the floodplain. There are existing office buildings along William D. Fitch Pkwy.

The GC General Commercial zoning district is designed to provide locations for General Commercial purposes, that is, retail sales and service uses that function to serve the entire community and its visitors.

The O Office zoning district is designed to accommodate selected commercial businesses that provide a service rather than sell products, either retail or wholesale. The uses allowed have relatively low traffic generation and require limited location identification.

The NAP Natural Areas Protected zoning district is designed for public or private property intended for the conservation of natural areas. Properties in this district are relatively undeveloped and are often used for recreational or open spaces purposes or for the conveyance of flood waters. Properties in this district are not projected for conversion to more intense land use in the future by the Comprehensive Plan.

The proposed zoning districts are appropriate for the surrounding area as it would maintain the natural area along the park and would allow for more commercial and office development to support the nearby residential area.

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

The size and locations of the requested zoning districts are suitable for uses allowed within the districts. The site has adequate space to meet the minimum dimensional standards for the zoning districts.

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

The existing water and wastewater infrastructure surrounding the site is adequate to support the needs of these zoning changes. Site-specific improvements necessary to support the development such as sanitary sewer connections, drainage, and any other infrastructure required with the site development, shall be designed and constructed in accordance with the BCS Unified Design Guidelines.

Even though the projected 150 peak hour trip threshold was exceeded, a TIA was not required on this rezoning request as the public roadways and private access drives are in compliance with the original PDD zoning. Since the uses and access are not changing, a TIA is not needed for this development.

5. The marketability of the property:

The uses allowed by the proposed zoning districts are generally marketable for the area. The applicant states that, "Development in South College Station is growing and buyers are looking for sites ready for development. Changing this zoning from PDD to standard zoning will allow for faster development and more flexibility. Reducing the review time and not having to process concept plan changes helps with the marketability."

Budget & Financial Summary: N/A

Attachments:

1. Phillips Square Ordinance
2. Aerial and Small Area Map
3. Background Information
4. Applicant's Supporting Information
5. Rezoning Exhibit
6. Rezoning Map
7. Existing Future Land Use
8. Phillips Square Ph 2 Plat
9. Metes and Bounds

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING ORDINANCE 24-4498 BY REMOVING APPROXIMATELY 9.499 ACRES FROM THE PDD AND CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 9.499 ACRES GENERALLY LOCATED AT 505 WILLIAM D. FITCH PARKWAY FROM PDD PLANNED DEVELOPMENT DISTRICT TO GC GENERAL COMMERCIAL, O OFFICE, AND NAP NATURAL AREAS PROTECTED, AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A” and Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

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

The following property is rezoned from PDD Planned Development District to GC General Commercial, O Office, and NAP Natural Areas Protected:

Metes and Bounds:

0.007 ACRES

FIELD NOTES DESCRIPTION

OF A

0.007 ACRE TRACT**ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54****COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 0.007 ACRES IN THE ROBERTSON STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 19.74 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GREENS PRAIRIE INVESTORS, LTD. RECORDED IN VOLUME 7366, PAGE 294 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.007 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found at the westerly end of Castle Rock Parkway (variable width right-of-way, 10174/176 OPRBCT) and in the north line of a called 10.416 acre tract of land described in a deed to the City of College Station recorded in Volume 6974, Page 241 (OPRBCT), for a westerly corner of said 19.74 acres;

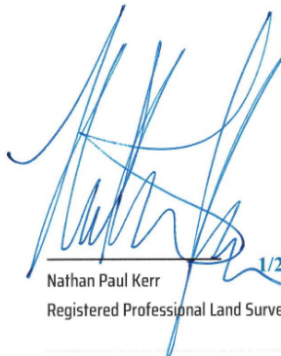
THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following three (3) courses and distances:

- 1) **S 75° 45' 41" W**, for a distance of **199.67 feet** to a 1/2 inch iron rod found bent for a northwesterly corner of said 10.416 acres;
- 2) **S 37° 27' 28" W**, for a distance of **238.44 feet** to the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-138 bears N 67° 21' 20" E, a distance of 5,921.45 feet;
- 3) **S 37° 27' 28" W**, for a distance of **99.76 feet** to a point for corner;

THENCE, through said 19.74 acres for the following three (3) courses and distances:

- 1) **N 34° 03' 26" E**, for a distance of **16.71 feet** to a point for corner;
- 2) **N 33° 25' 58" E**, for a distance of **73.90 feet** to a point for corner;
- 3) **N 70° 55' 08" E**, for a distance of **11.21 feet** to the **POINT OF BEGINNING** hereof and containing **0.007 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000099993528386 (calculated using GEOID12B).


 Nathan Paul Kerr
 Registered Professional Land Surveyor No. 6834
 1/22/25



**KERR
SURVEYING**

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.comSurveys@kerrsurveying.net | TBPELS Firm No. 10018500

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0.873 ACRES

FIELD NOTES DESCRIPTION

OF A

0.873 ACRE TRACT

ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 0.873 ACRES IN THE ROBERTSON STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 19.74 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GREENS PRAIRIE INVESTORS, LTD. RECORDED IN VOLUME 7366, PAGE 294 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.873 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found at the westerly end of Castle Rock Parkway (variable width right-of-way, 10174/176 OPRBCT) and in the north line of a called 10.416 acre tract of land described in a deed to the City of College Station recorded in Volume 6974, Page 241 (OPRBCT), for a westerly corner of said 19.74 acres;

THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following eight (8) courses and distances:

- 1) S 75° 45' 41" W, for a distance of **199.67 feet** to a 1/2 inch iron rod found bent for a northwesterly corner of said 10.416 acres;
- 2) S 37° 27' 28" W, for a distance of **383.68 feet** to a point for corner;
- 3) S 24° 08' 01" W, for a distance of **2.51 feet** to the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-138 bears N 66° 39' 13" E, a distance of 6,049.65 feet;
- 4) S 24° 08' 01" W, for a distance of **140.62 feet** to a point for corner;
- 5) S 73° 27' 09" W, for a distance of **317.77 feet** to a point for corner;
- 6) S 47° 17' 22" W, for a distance of **108.60 feet** to a point for corner;
- 7) S 05° 28' 07" W, for a distance of **100.09 feet** to a point for corner;
- 8) S 39° 39' 40" W, for a distance of **14.36 feet** to a point for corner;

THENCE, through said 19.74 acres for the following eighteen (18) courses and distances:

- 1) N 29° 02' 44" W, for a distance of **27.75 feet** to a point for corner;
- 2) N 07° 11' 18" W, for a distance of **22.91 feet** to a point for corner;
- 3) N 02° 43' 39" E, for a distance of **42.36 feet** to a point for corner;
- 4) N 46° 57' 34" E, for a distance of **41.85 feet** to a point for corner;
- 5) N 48° 22' 40" E, for a distance of **23.85 feet** to a point for corner;
- 6) N 31° 16' 27" E, for a distance of **12.73 feet** to a point for corner;
- 7) N 12° 40' 49" E, for a distance of **44.33 feet** to a point for corner;
- 8) N 02° 36' 13" E, for a distance of **21.10 feet** to a point for corner;
- 9) N 61° 46' 53" E, for a distance of **46.69 feet** to a point for corner;
- 10) S 88° 12' 39" E, for a distance of **28.93 feet** to a point for corner;
- 11) N 61° 23' 57" E, for a distance of **14.76 feet** to a point for corner;

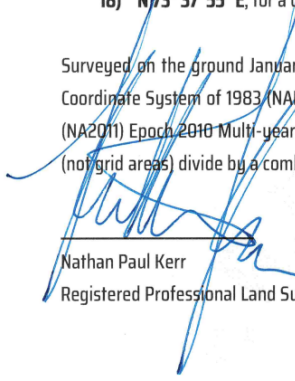
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0.873 ACRES

- 12) N 53° 46' 27" E, for a distance of **27.02 feet** to a point for corner;
- 13) N 33° 21' 52" E, for a distance of **28.26 feet** to a point for corner;
- 14) N 28° 12' 57" E, for a distance of **25.91 feet** to a point for corner;
- 15) N 41° 11' 50" E, for a distance of **38.88 feet** to a point for corner;
- 16) N 64° 57' 28" E, for a distance of **31.07 feet** to a point for corner;
- 17) N 82° 25' 48" E, for a distance of **26.46 feet** to a point for corner;
- 18) N 73° 37' 55" E, for a distance of **204.93 feet** to the **POINT OF BEGINNING** hereof and containing **0.873 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000099993528386 (calculated using GEOID12B).


Nathan Paul Kerr
Registered Professional Land Surveyor No. 6834

1/22/25

**KERR
SURVEYING**

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Office: (979) 268-3195 | Web: www.kerrlandsurveying.comSurveys@kerrsurveying.net | TBPELS Firm No. 10018500

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1.181 ACRES

FIELD NOTES DESCRIPTION

OF A

1.181 ACRE TRACT

ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 1.181 ACRES IN THE ROBERTSON STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 19.74 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GREENS PRAIRIE INVESTORS, LTD. RECORDED IN VOLUME 7366, PAGE 294 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 1.181 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found at the westerly end of Castle Rock Parkway (variable width right-of-way, 10174/176 OPRBCT) and in the north line of a called 10.416 acre tract of land described in a deed to the City of College Station recorded in Volume 6974, Page 241 (OPRBCT), for a westerly corner of said 19.74 acres;

THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following two (2) courses and distances:

- 1) **S 75° 45' 41" W**, for a distance of **199.67 feet** to a 1/2 inch iron rod found bent for a northwesterly corner of said 10.416 acres and being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-138 bears N 68° 32' 49" E, a distance of 5,715.98 feet;
- 2) **S 37° 27' 28" W**, for a distance of **221.10 feet** to a point for corner;

THENCE, through said 19.74 acres for the following seven (7) courses and distances:

- 1) **S 86° 51' 47" W**, for a distance of **165.45 feet** to a point for corner;
- 2) **N 63° 52' 01" W**, for a distance of **55.65 feet** to a point for corner;
- 3) With a curve to the left, having a radius of **125.00 feet**, an arc length of **63.86 feet**, a delta angle of **29° 16' 12"**, and a chord which bears **N 11° 29' 53" E**, a distance of **63.17 feet**, to a point for corner;
- 4) **N 03° 08' 13" W**, for a distance of **97.23 feet** to a point for corner;
- 5) **N 86° 51' 47" E**, for a distance of **328.43 feet** to a point for corner;

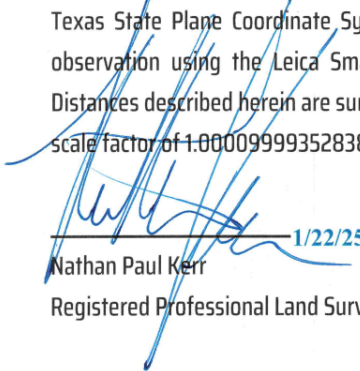
1 | Page

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1.181 ACRES

- 6) With a curve to the left, having a radius of **530.00 feet**, an arc length of **10.00 feet**, a delta angle of **01° 04' 51"**, and a chord which bears **N 86° 19' 21" E**, a distance of **10.00 feet**, to a point for corner;
- 7) **S 14° 14' 19" E**, for a distance of **18.10 feet** to the **POINT OF BEGINNING** hereof and containing **1.181 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYC52). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000099993528386 (calculated using GEOID12B).


Nathan Paul Kerr

1/22/25

Registered Professional Land Surveyor No. 6834

**KERR
SURVEYING**

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.comSurveys@kerrsurveying.net | TBPELS Firm No. 10018500

2 | Page

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4.84 ACRES

FIELD NOTES DESCRIPTION

OF A

4.84 ACRE TRACT

ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 4.84 ACRES IN THE ROBERTSON STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 19.74 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GREENS PRAIRIE INVESTORS, LTD. RECORDED IN VOLUME 7366, PAGE 294 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 4.84 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found at the westerly end of Castle Rock Parkway (variable width right-of-way, 10174/176 OPRBCT) and in the north line of a called 10.416 acre tract of land described in a deed to the City of College Station recorded in Volume 6974, Page 241 (OPRBCT), for a westerly corner of said 19.74 acres;

THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following three (3) courses and distances:

- 1) **S 75° 45' 41" W**, for a distance of **199.67 feet** to a 1/2 inch iron rod found bent for a northwesterly corner of said 10.416 acres;
- 2) **S 37° 27' 28" W**, for a distance of **221.10 feet** to the **POINT OF BEGINNING** hereof, from which the City of College Station Monument CS94-138 bears N 67° 26' 22" E, a distance of 5,906.42 feet;
- 3) **S 37° 27' 28" W**, for a distance of **17.34 feet** to a point for corner;

THENCE, through said 19.74 acres for the following three (3) courses and distances:

- 1) **S 70° 55' 08" W**, for a distance of **11.21 feet** to a point for corner;
- 2) **S 33° 25' 58" W**, for a distance of **73.90 feet** to a point for corner;
- 3) **S 34° 03' 26" W**, for a distance of **16.71 feet** to a point for corner on the common line of said 19.74 acres and said 10.416 acres;

1 | Page

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4.84 ACRES

THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following two (2) courses and distances:

- 1) **S 37° 27' 28" W**, for a distance of **45.49 feet** to a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found;
- 2) **S 24° 08' 01" W**, for a distance of **2.51 feet** to a point for corner;

THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following eighteen (18) courses and distances:

- 1) **S 73° 37' 55" W**, for a distance of **204.93 feet** to a point for corner;
- 2) **S 82° 25' 48" W**, for a distance of **26.46 feet** to a point for corner;
- 3) **S 64° 57' 28" W**, for a distance of **31.07 feet** to a point for corner;
- 4) **S 41° 11' 50" W**, for a distance of **38.88 feet** to a point for corner;
- 5) **S 28° 12' 57" W**, for a distance of **25.91 feet** to a point for corner;
- 6) **S 33° 21' 52" W**, for a distance of **28.26 feet** to a point for corner;
- 7) **S 53° 46' 27" W**, for a distance of **27.02 feet** to a point for corner;
- 8) **S 61° 23' 57" W**, for a distance of **14.76 feet** to a point for corner;
- 9) **N 88° 12' 39" W**, for a distance of **28.93 feet** to a point for corner;
- 10) **S 61° 46' 53" W**, for a distance of **46.69 feet** to a point for corner;
- 11) **S 02° 36' 13" W**, for a distance of **21.10 feet** to a point for corner;
- 12) **S 12° 40' 49" W**, for a distance of **44.33 feet** to a point for corner;
- 13) **S 31° 16' 27" W**, for a distance of **12.73 feet** to a point for corner;
- 14) **S 48° 22' 40" W**, for a distance of **23.85 feet** to a point for corner;
- 15) **S 46° 57' 34" W**, for a distance of **41.85 feet** to a point for corner;
- 16) **S 02° 43' 39" W**, for a distance of **42.36 feet** to a point for corner;
- 17) **S 07° 11' 18" E**, for a distance of **22.91 feet** to a point for corner;
- 18) **S 29° 02' 44" E**, for a distance of **27.75 feet** to a point for corner on the common line of said 19.74 acres and said 10.416 acres;

THENCE, with the common line of said 19.74 acres and said 10.416 acres, **S 39° 39' 40" W**, for a distance of **277.01 feet** to a point for corner on the north line of State Highway 40 – William D. Fitch Parkway (right-of-way width varies 5884/13 OPRBCT and TxDOT right-of-way plans), for the southeast corner of said 19.74 acres and

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4.84 ACRES

being the southwest corner of said 10.416 acres, from which a 5/8 inch iron rod with a broken orange cap found bears N 43° 17' 33" E, a distance of 0.63 feet;

THENCE, with the common line of State Highway 40 and said 19.74 acres for the following two (2) courses and distances:

- 1) **S 85° 17' 12" W**, for a distance of **0.19 feet** to a concrete right-of-way marker found;
- 2) **S 86° 14' 30" W**, for a distance of **47.08 feet** to a point for corner for the south corner hereof;

THENCE, through said 19.74 acres for the following five (5) courses and distances:

- 1) **N 49° 11' 02" W**, for a distance of **35.62 feet** to a point for corner;
- 2) **N 04° 36' 35" W**, for a distance of **123.78 feet** to a point for corner;
- 3) With a curve to the right, having a radius of **305.80 feet**, an arc length of **118.42 feet**, a delta angle of **22° 11' 18"**, and a chord which bears **N 06° 29' 04" E**, a distance of **117.69 feet**, to a point for corner;
- 4) **N 17° 34' 43" E**, for a distance of **58.21 feet** to a point for corner;
- 5) With a curve to the left, having a radius of **253.64 feet**, an arc length of **246.66 feet**, a delta angle of **55° 43' 03"**, and a chord which bears **N 10° 16' 48" W**, a distance of **237.05 feet**, to a point for corner on the common line of said 19.74 acres and a portion of the remainder of a called 117.5 acre tract of land described in a deed to Ann Duke et al. recorded in Volume 11809, Page 184 (OPRBCT), for the northwest corner hereof, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears **S 42° 35' 24" W**, a distance of 72.32 feet;

THENCE, with the common line of said 19.74 acres and said portion of the remainder of 117.5 acres, **N 42° 35' 19" E**, for a distance of **213.66 feet** to a point for corner;

THENCE, through said 19.74 acres for the following five (5) courses and distances:

- 1) **S 26° 32' 51" E**, for a distance of **186.29 feet** to a point for corner;
- 2) **N 63° 27' 09" E**, for a distance of **372.76 feet** to a point for corner;
- 3) With a curve to the left, having a radius of **125.00 feet**, an arc length of **81.42 feet**, a delta angle of **37° 19' 10"**, and a chord which bears **N 44° 47' 34" E**, a distance of **79.99 feet**, to a point for corner;
- 4) **S 63° 52' 01" E**, for a distance of **55.65 feet** to a point for corner;

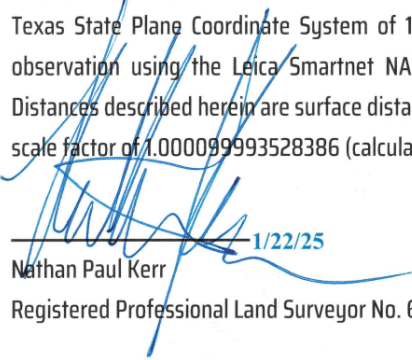
3 | Page

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4.84 ACRES

- 5) N 86° 51' 47" E, for a distance of **165.45 feet** to the **POINT OF BEGINNING** hereof and containing **4.84 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000099993528386 (calculated using GEOID12B).


Nathan Paul Kerr
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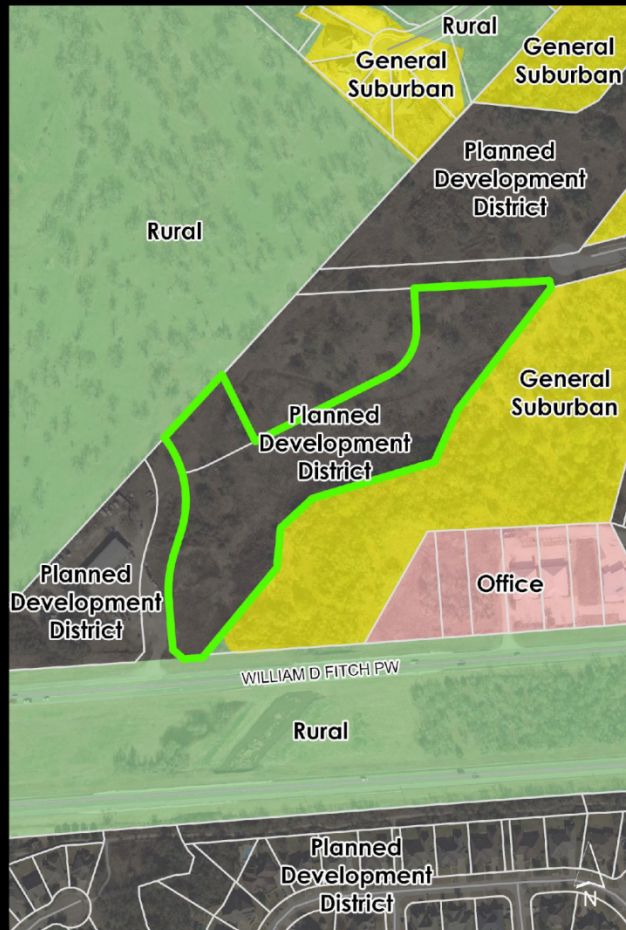
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

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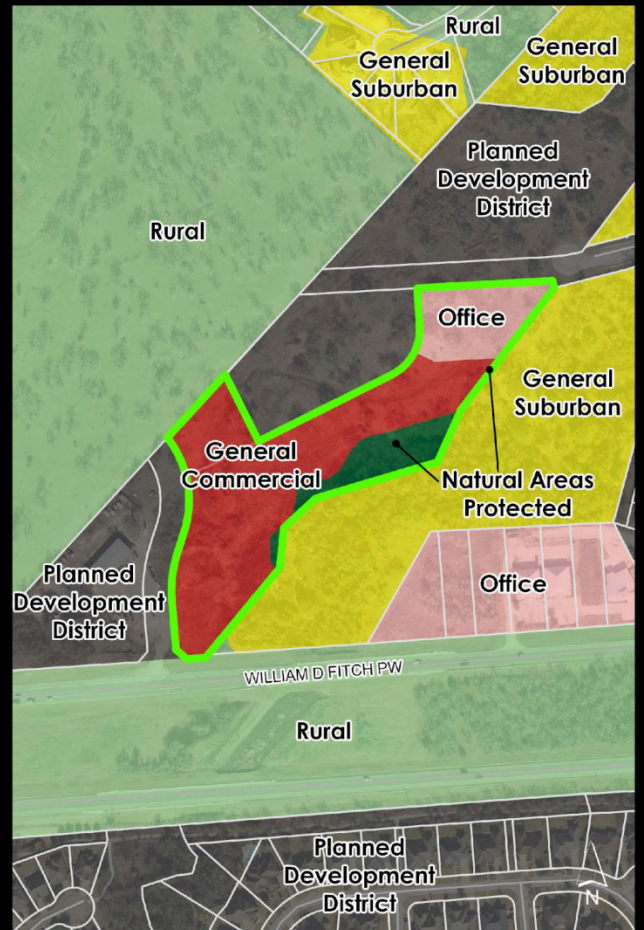
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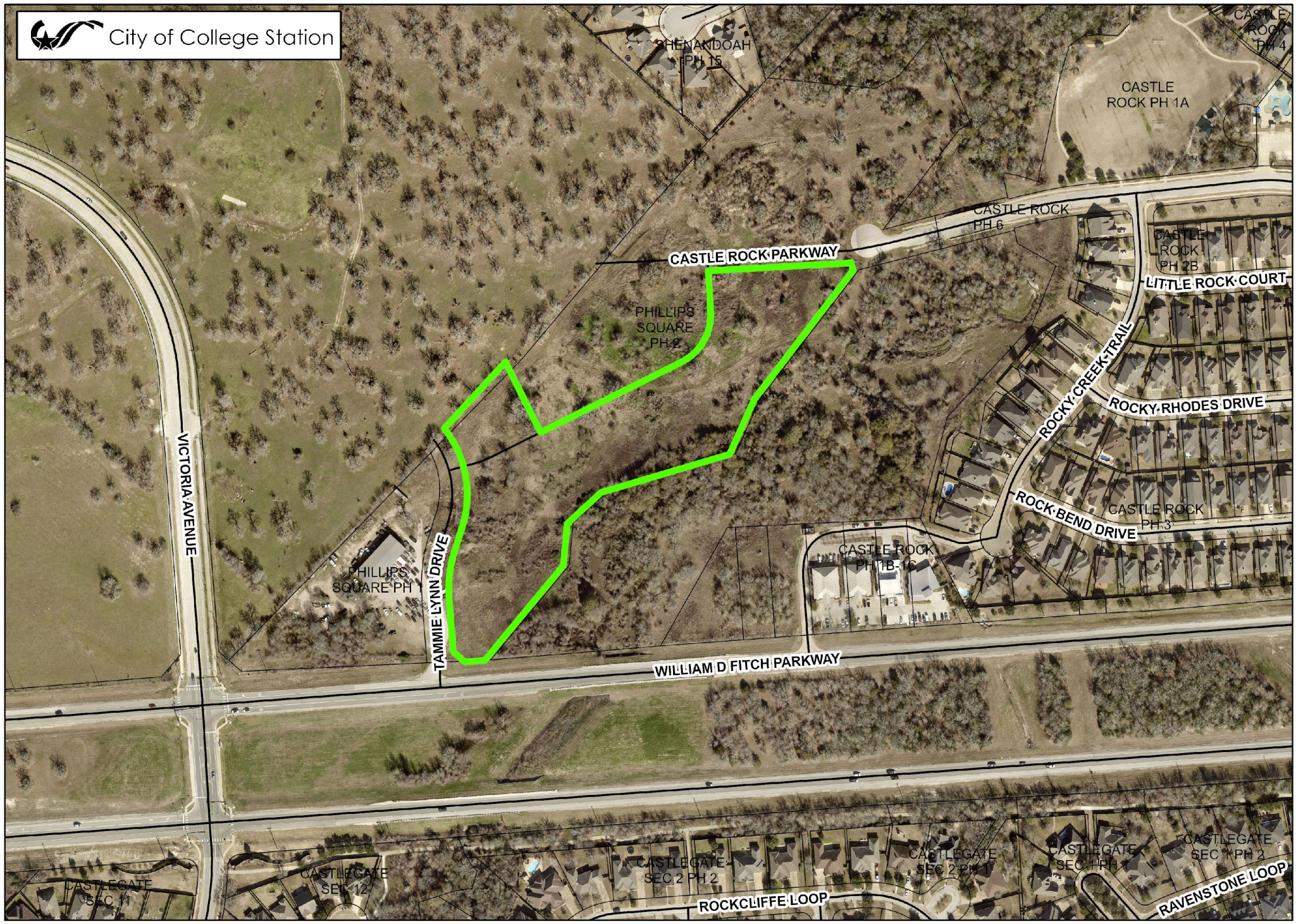
Exhibit B

EXISTING Zoning



PROPOSED Zoning



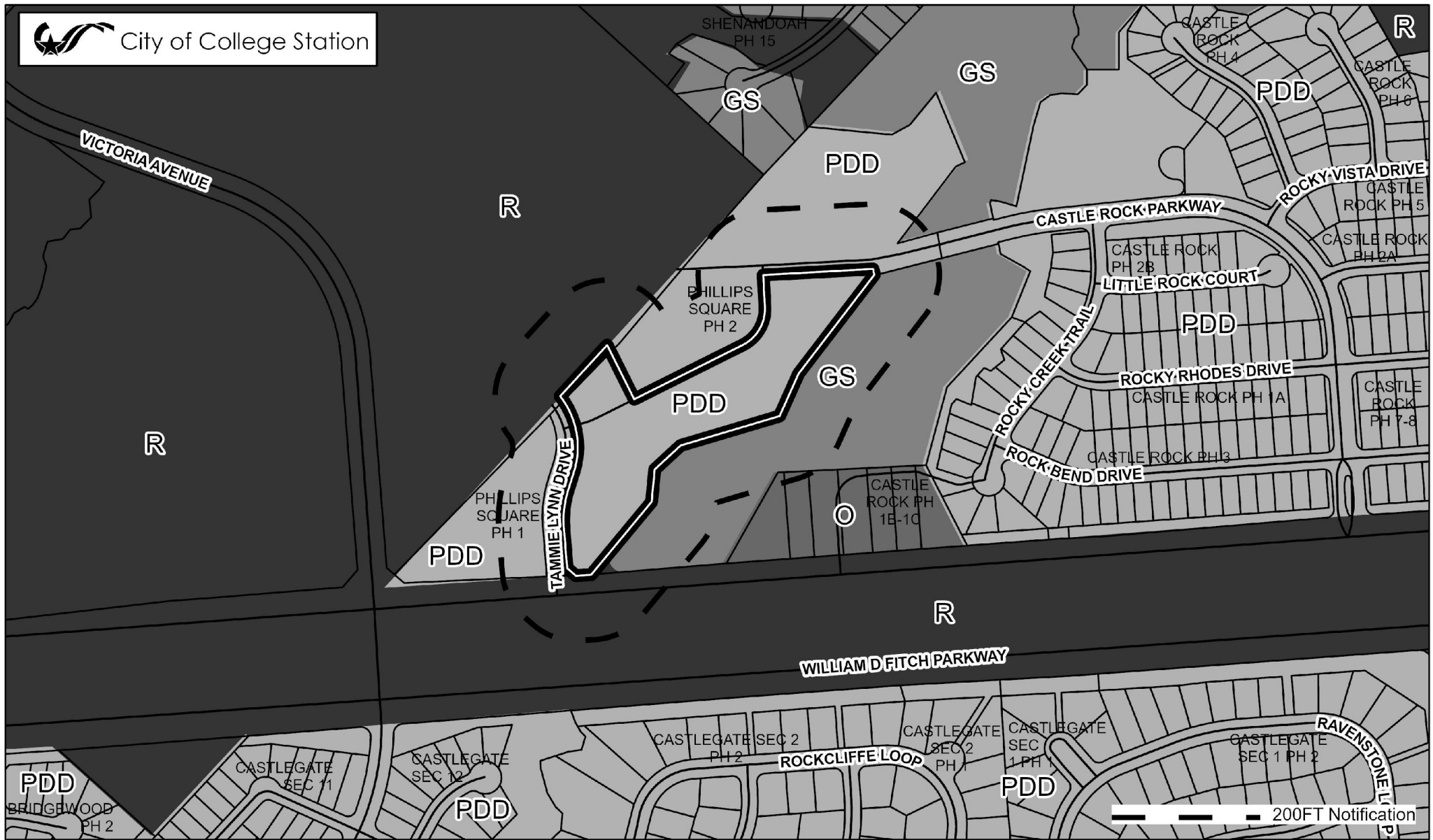


0 287.5 575 Feet

PHILLIPS SQUARE SUBDIVISION REZONING

Case:
REZ2025-000001

REZONING



ZONING DISTRICTS (In Grayscale)

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

Non-Residential

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

Planned Districts

P-MUD	Planned Mixed-Use Dist.
PDD	Planned Develop. Dist.

Design Districts

WPC	Wolf Pen Creek Dev. Cor.
NG-1	Core Northgate
NG-2	Transitional Northgate
NG-3	Residential Northgate

Overlay Districts

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

Retired Districts

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



0 415 830 Feet

PHILLIPS SQUARE SUBDIVISION REZONING

Case:
REZ2025-000001

REZONING

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: May 1, 2025
Advertised Council Hearing Date: May 22, 2025

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:
Castle Rock, and Castlegate

Property owner notices mailed: 10

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: One at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Suburban Residential and NAP	PDD Planned Development District	Undeveloped
South	Suburban Residential and NAP	William D Fitch Parkway (Freeway/Expressway)	William D Fitch Parkway (Freeway/Expressway)
East	Neighborhood Commercial, Suburban Residential, and NAP	GS General Suburban	Castle Rock Park
West	General Commercial and Urban Residential	R Rural	Undeveloped

DEVELOPMENT HISTORY

Annexed: June 1995
Zoning: A-O Agricultural-Open (upon annexation 1995)
Rezoned from A-O to R-1A Single Family Residential Multi Family (2002)
Rezoned from R-1A Single Family Residential to PDD Planned Development District (2010)
Rezoned from PDD Planned Development District to PDD Planned Development District (2024 Concept Plan Amendment)
Final Plat: Phillips Square Ph 2 (2025)
Site Development: Undeveloped



REZONING APPLICATION SUPPORTING INFORMATION

Name of Project: PHILLIPS SQUARE SUBDIVISION REZONING (REZ2025-000001)

Address:

Legal Description: A005401, R STEVENSON (ICL), TRACT 2, 16.7973 ACRES

Total Acreage: 9.499

Applicant:: SCHULTZ ENGINEERING

Property Owner: Greens Prairie Investors LTD

List the changed or changing conditions in the area or in the City which make this zone change necessary.

Development in South College Station is growing and buyers are looking for sites ready for development. Changing this zoning from PDD to a standard zoning will allow for faster development and more flexibility

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The zoning is in accordance with the comprehensive plan

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The proposed zoning uses are consistent with the current PDD uses and the comprehensive plan

Explain the suitability of the property for uses permitted by the rezoning district requested.

The proposed zoning uses are consistent with the current PDD uses and the comprehensive plan

Explain the suitability of the property for uses permitted by the current zoning district.

The proposed zoning uses are consistent with the current PDD uses and the comprehensive plan

Explain the marketability of the property for uses permitted by the current zoning district.

Development in South College Station is growing and buyers are looking for sites ready for development. Changing this zoning from PDD to a standard zoning will allow for faster development and more flexibility. Reducing the review time and not having to process concept plan changes helps with the marketability.

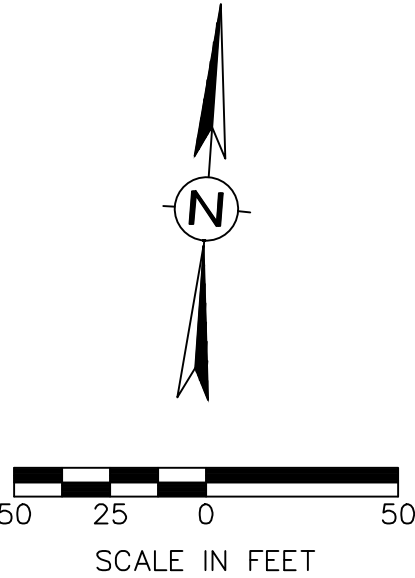
List any other reasons to support this zone change.

n/a

Curve Table						
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	118.42'	305.80'	022°11'18"	59.96'	117.69'	N06°29'04"E
C2	246.66'	253.64'	055°43'03"	134.06'	237.05'	N10°16'48"W
C3	81.42'	125.00'	037°19'10"	42.21'	79.99'	N44°47'34"E
C4	63.86'	125.00'	029°16'12"	32.64'	63.17'	N11°29'53"E
C5	10.00'	530.00'	001°04'51"	5.00'	10.00'	N86°19'21"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	18.10'	S14° 14' 19"E
L2	0.19'	S85° 17' 12"W
L3	47.08'	S86° 14' 30"W
L4	35.62'	N49° 11' 02"W
L5	58.21'	N17° 34' 43"E
L6	27.75'	S29° 02' 44"E
L7	22.91'	S7° 11' 16"E
L8	42.36'	S2° 43' 39"W
L9	41.85'	S46° 57' 34"W
L10	23.85'	S48° 22' 40"W
L11	12.73'	S31° 16' 27"W
L12	44.33'	S12° 40' 49"W
L13	21.10'	S2° 36' 13"W
L14	46.69'	S61° 46' 53"W
L15	28.93'	N88° 12' 39"W
L16	14.76'	S61° 23' 57"W
L17	27.02'	S53° 46' 27"W
L18	28.26'	S33° 21' 52"W
L19	25.91'	S28° 12' 57"W
L20	38.88'	S41° 11' 50"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L21	31.07'	S64° 57' 28"W
L22	26.46'	S82° 25' 48"W
L23	55.65'	S63° 52' 01"E
L24	16.71'	S34° 03' 26"W
L25	73.90'	S33° 25' 58"W
L26	11.21'	S70° 55' 08"W



LEGEND

ZONING CHANGE BOUNDARY

PROPOSED PUBLIC UTILITY EASEMENT (P.U.E.)

PROPOSED PRIVATE DRAINAGE EASEMENT (Pr.D.E.)

EXISTING PUBLIC UTILITY EASEMENT (P.U.E.)

EXISTING PUBLIC ACCESS EASEMENT (P.A.E.)

EXISTING PUBLIC ACCESS EASEMENT (Pr.A.E.)

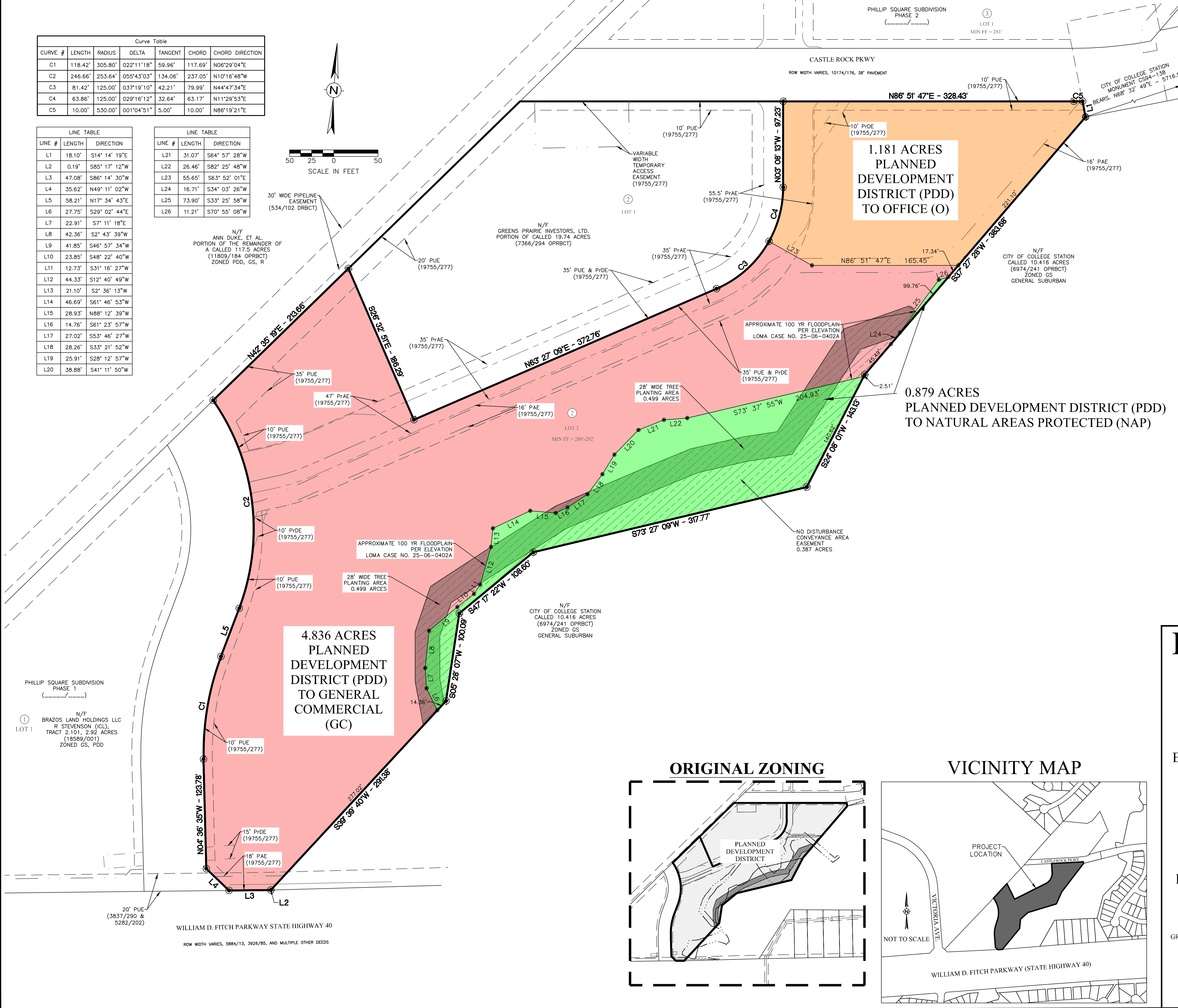
PROPERTY CORNER

PROPOSED ZONING

GC - GENERAL COMMERCIAL

NAP - NATURAL AREAS PROTECTED

O - OFFICE



NOTES:

1. THE SUBJECT TRACT LIES WITHIN THE 100 YEAR FLOODPLAIN ACCORDING TO FEMA FLOOD INSURANCE RATE MAPS FOR BRAZOS COUNTY, TEXAS AND INCORPORATED AREAS. COMMUNITY NO. 480083, PANEL NO. 0310F, MAP NO. 48041C0310F, EFFECTIVE DATE: APRIL 2, 2014. LOMA CASE NO. 25-06-0402A ADJUSTED THE APPROXIMATE 100 YEAR FLOODPLAIN ACCORDING TO AS-BUILT ELEVATIONS.

REZONING EXHIBIT

PHILLIPS SQUARE SUBDIVISION

9.499 ACRES

EXISTING ZONING: PLANNED DEVELOPMENT DISTRICT

PROPOSED ZONING:

(GC) GENERAL COMMERCIAL

(NAP) NATURAL AREAS PROTECTED

(O) OFFICE

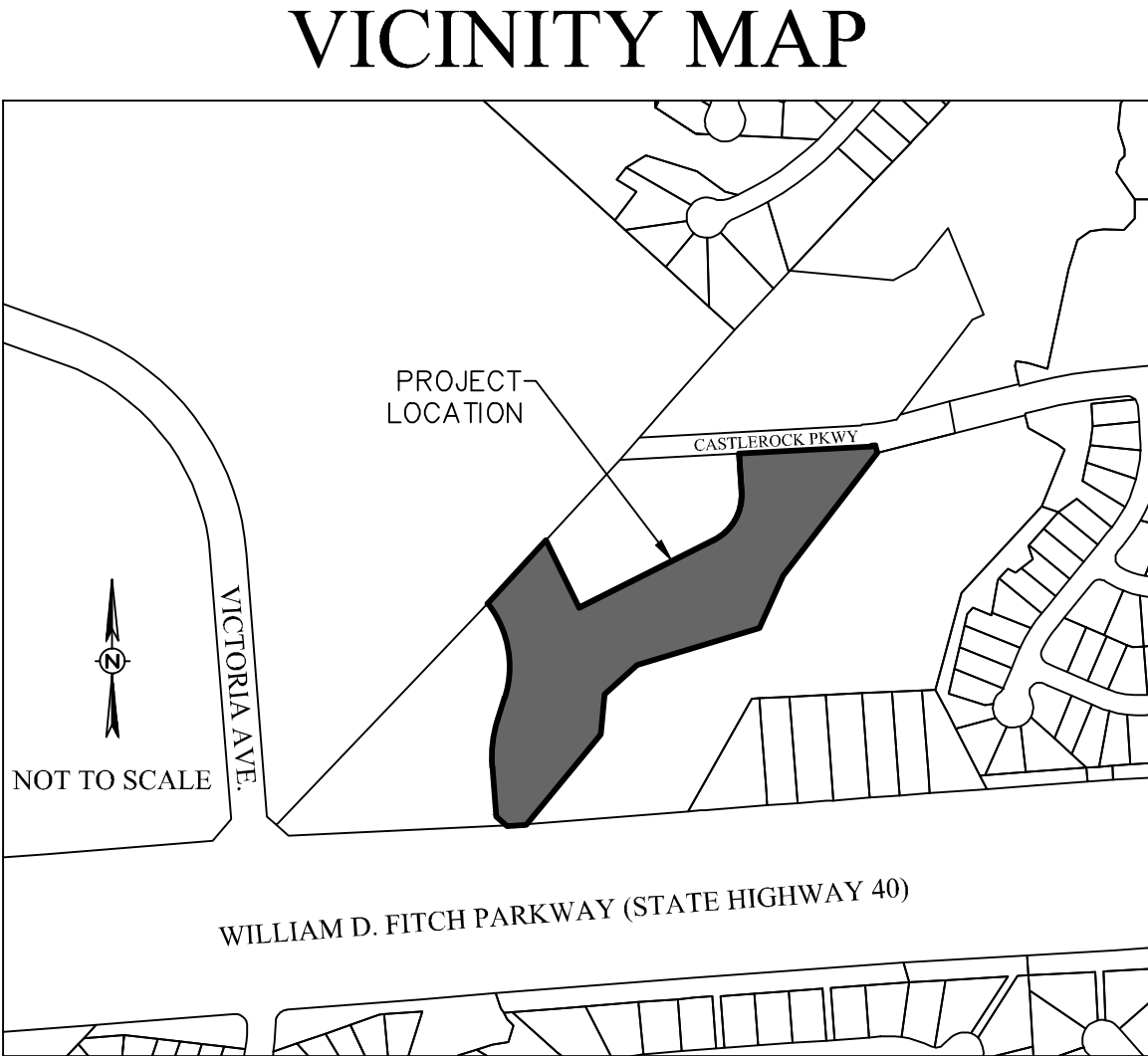
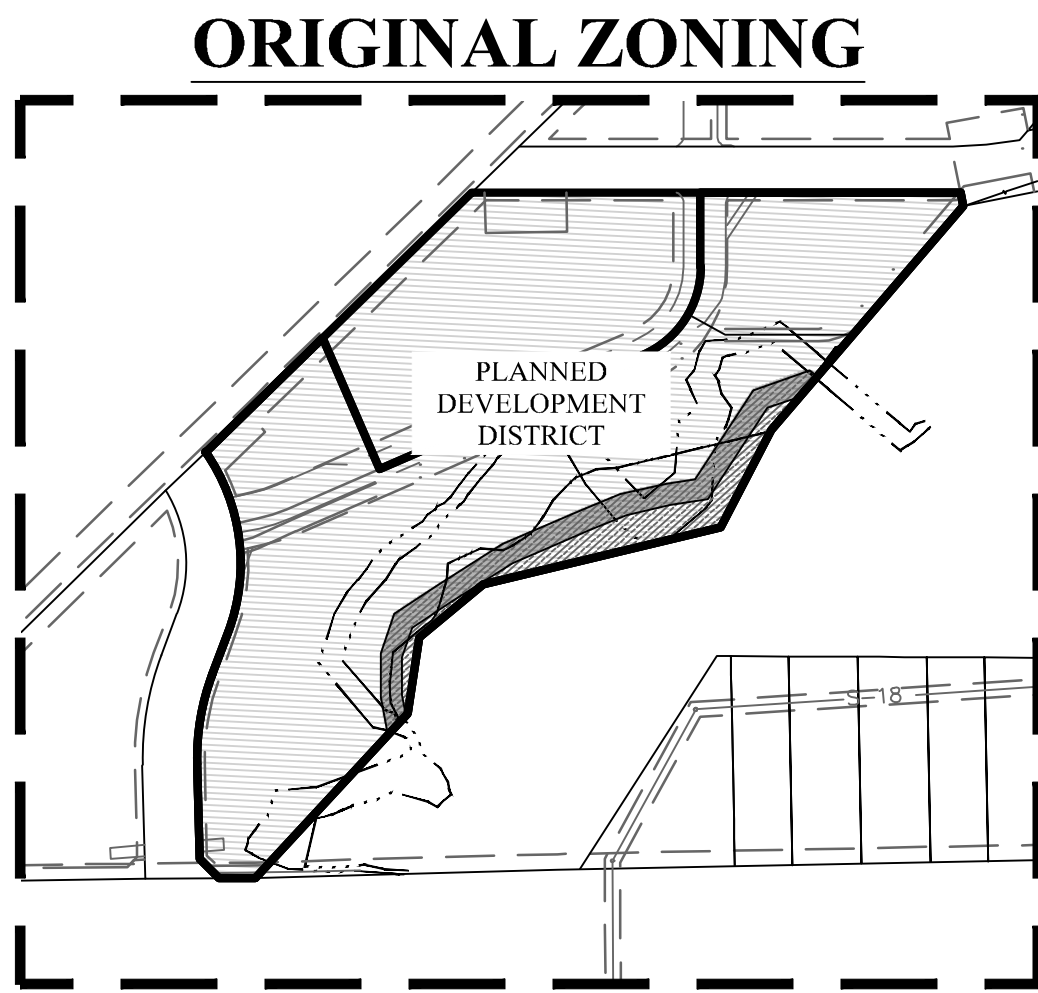
ROBERT STEVENSON LEAGUE SURVEY, A-54

COLLEGE STATION, TEXAS

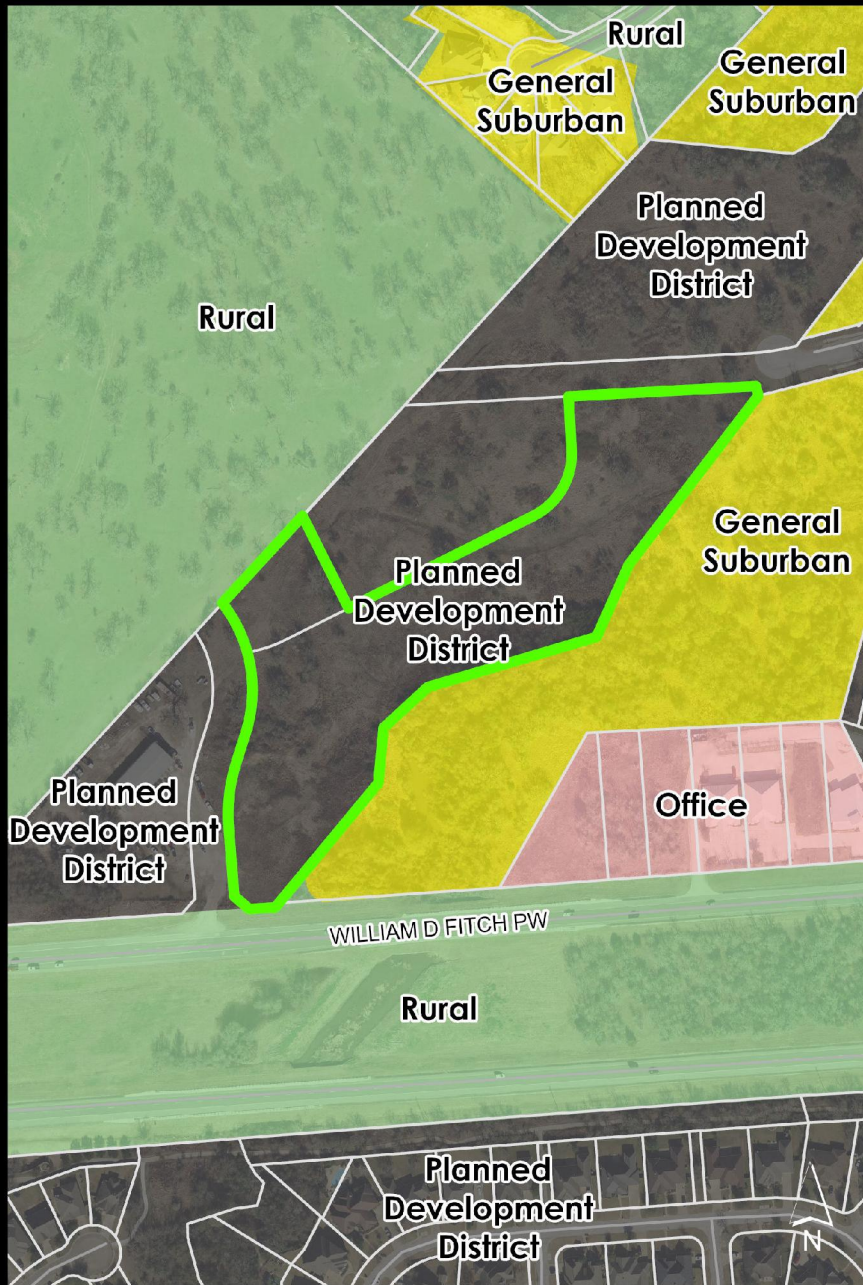
OWNER/DEVELOPER:
GREENS PRAIRIE INVESTORS, LTD
1140 MIDTOWN DRIVE
COLLEGE STATION, TX 77845

SURVEYOR:
KERR SURVEYING
Nathan Paul Kerr, RPLS No. 6834
Kerr Surveying, LLC
409 N. TEXAS AVE.
BRYAN, TX 77803
(979) 268-3195
TBP&S FIRM # 10018500
KERR JOB 23-1052

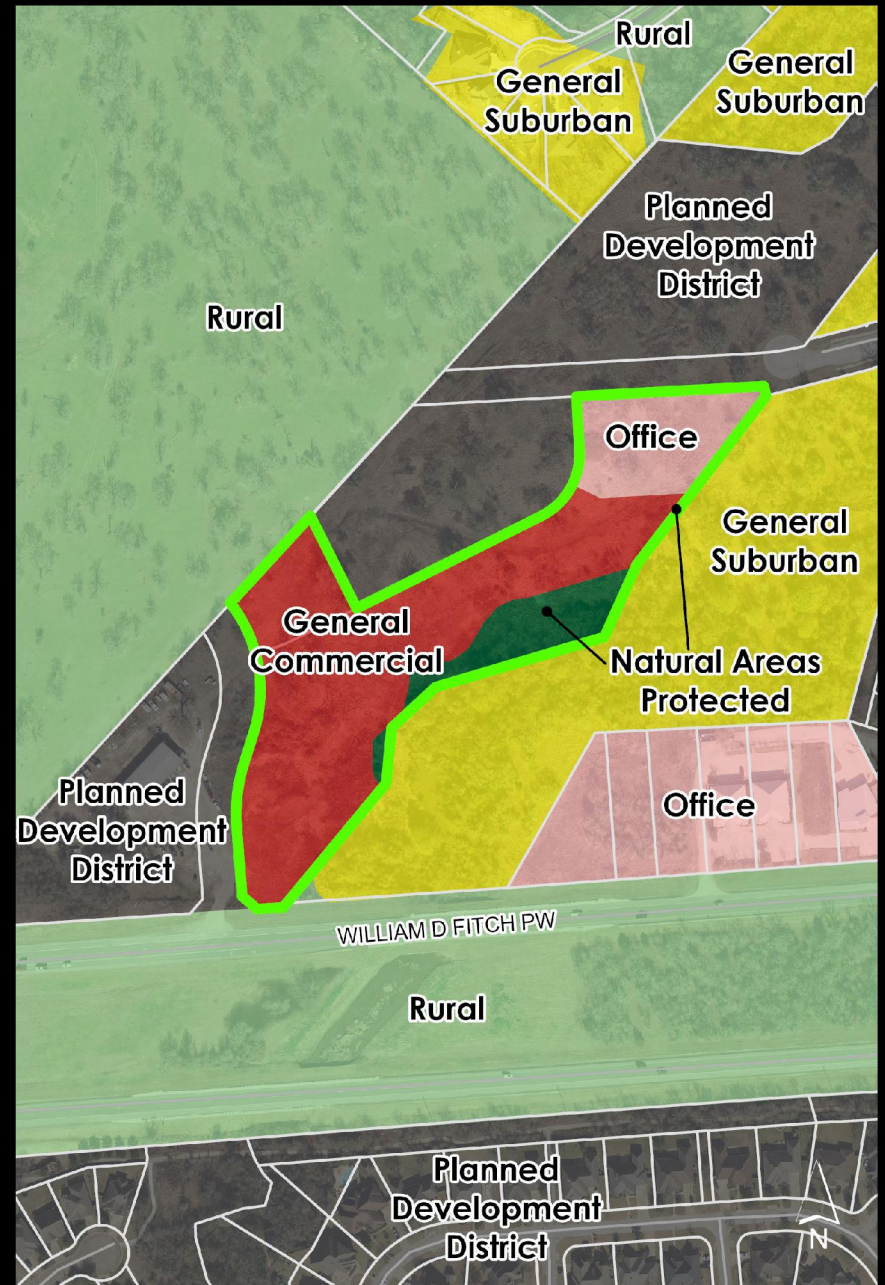
ENGINEER:
SCHULTZ
TBP&S NO. 12327
911 SOUTHWEST PKWY E.
COLLEGE STATION, TEXAS 77840
(979) 764-3900



EXISTING Zoning

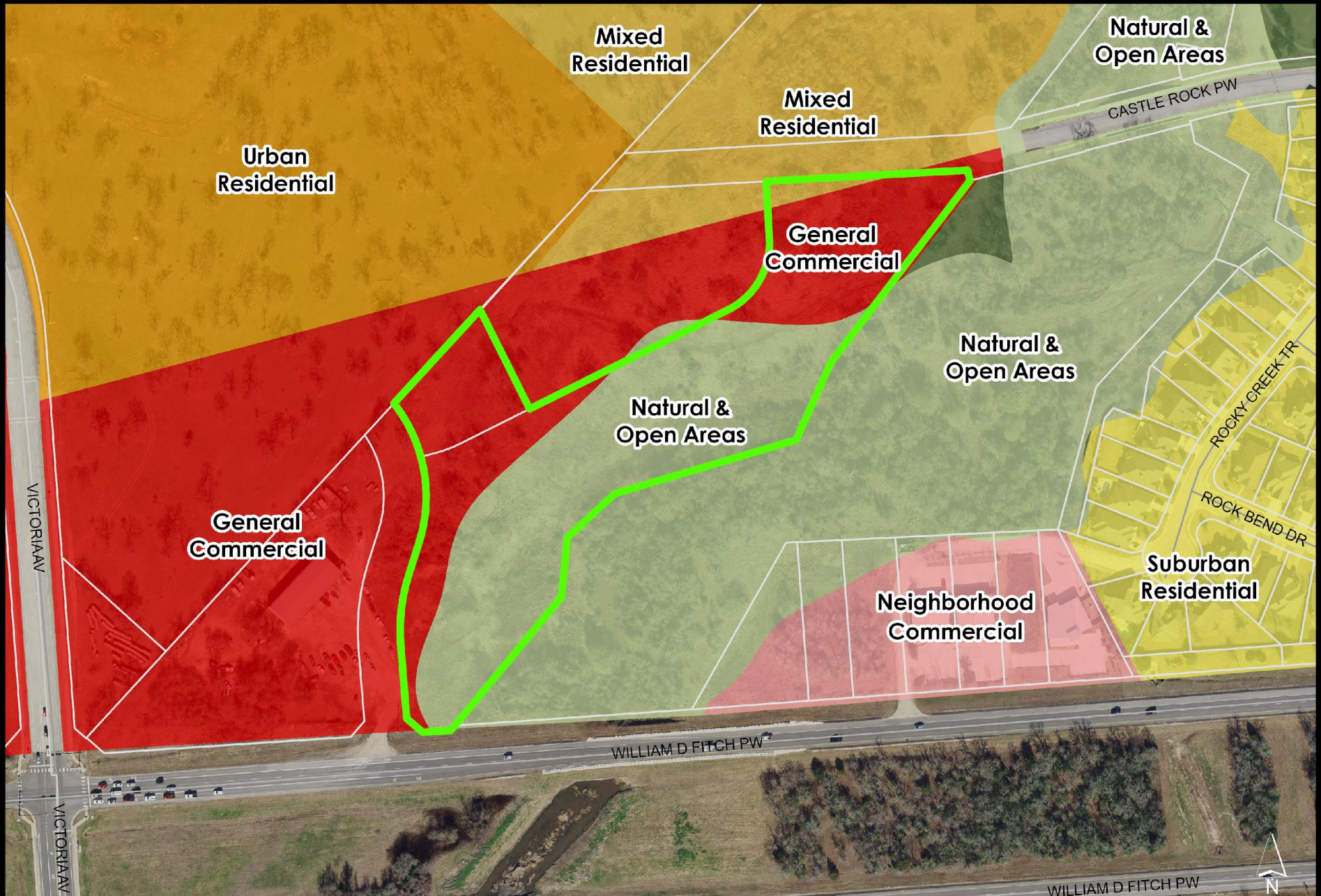


PROPOSED Zoning



EXISTING

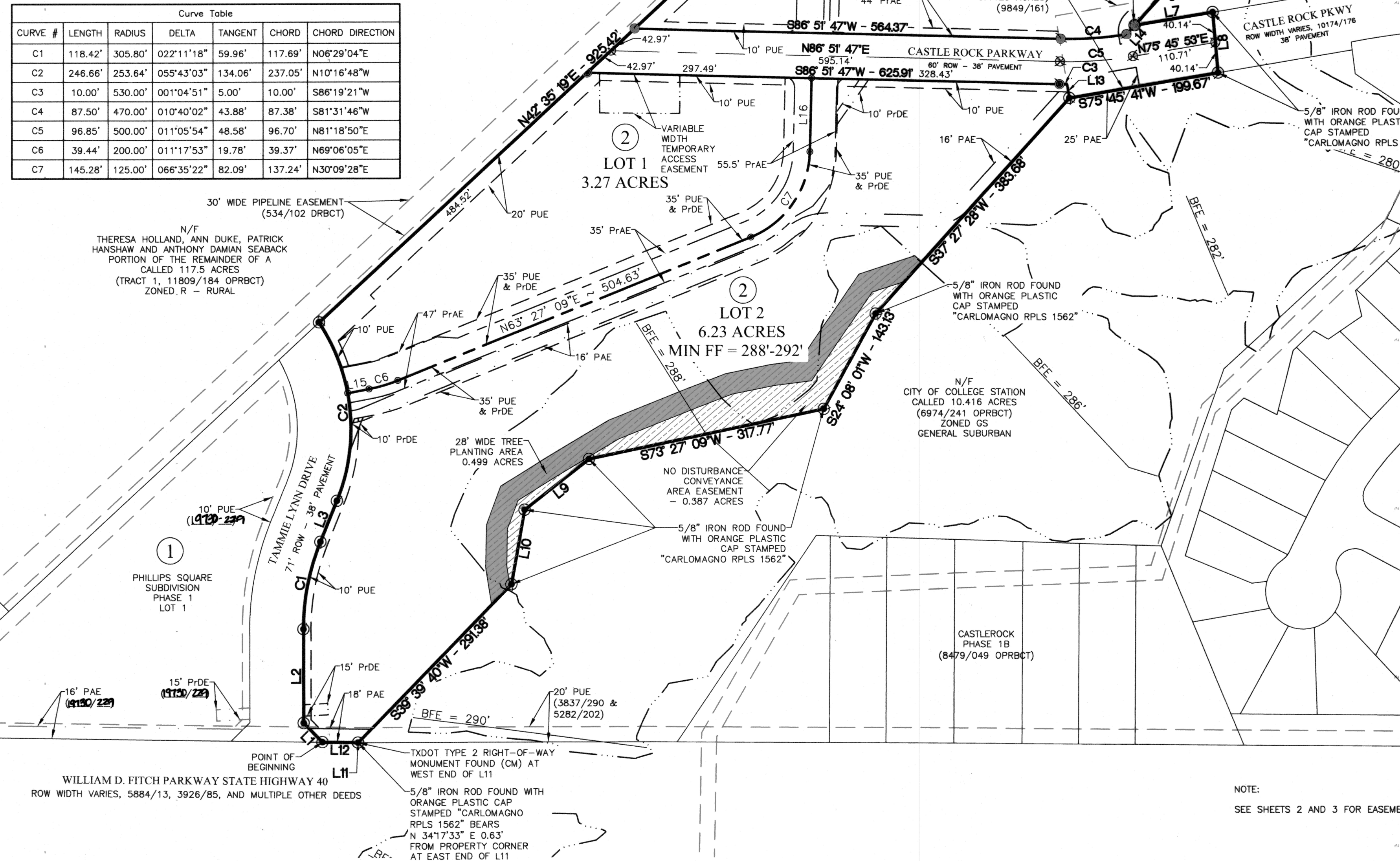
Future Land Use



LEGEND	
	PROPERTY BOUNDARY
	PROPERTY ADJACENT
	RIGHT OF WAY
	PUBLIC UTILITY EASEMENT (PUE)
	PUBLIC ACCESS EASEMENT (PAE)
	EXISTING PUBLIC UTILITY EASEMENT (PUE)
	1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN
	NO DISTURBANCE CONVEYANCE AREA EASEMENT PER ZONING CONCEPT PLAN
	LOT CORNER - 1/2" IRON ROD SET WITH BLUE PLASTIC CAPS STAMPED "KERR SURVEYING"
	RIGHT OF WAY CENTERLINE "X" SET IN CONCRETE
	BLOCK LABEL
	CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY LINES
	OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
	RECORD INFORMATION
	RIGHT-OF-WAY

LINE #	LENGTH	DIRECTION
L1	35.62'	N49° 11' 02" W
L2	123.78'	N4° 36' 35" W
L3	58.21'	N17° 34' 43" E
L4	63.26'	N61° 41' 00" E
L5	127.86'	N39° 32' 28" E
L6	30.60'	S64° 46' 47" W
L7	104.82'	N75° 46' 04" E
L8	80.28'	S9° 37' 02" E
L9	108.60'	S47° 17' 22" W
L10	100.09'	S5° 28' 07" W
L11	0.19'	S85° 17' 12" W
L12	47.08'	S86° 14' 30" W
L13	18.10'	N14° 14' 19" W
L14	16.13'	S37° 27' 05" W
L15	28.90'	N74° 45' 01" E
L16	97.23'	N3° 08' 13" W

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	118.42'	305.80'	022°11'18"	59.96'	117.69'	N06°29'04"E
C2	246.66'	253.64'	055°43'03"	134.06'	237.05'	N10°16'48"W
C3	10.00'	530.00'	001°04'51"	5.00'	10.00'	S86°19'21"W
C4	87.50'	470.00'	010°40'02"	43.88'	87.38'	S81°31'46"W
C5	96.85'	500.00'	011°05'54"	48.58'	96.70'	N81°18'50"E
C6	39.44'	200.00'	011°17'53"	19.78'	39.37'	N69°06'05"E
C7	145.28'	125.00'	066°35'22"	82.09'	137.24'	N30°09'28"E



CERTIFICATE OF OWNERSHIP AND DEDICATION

STATE OF TEXAS
COUNTY OF BRAZOS

I, Wallace S. Phillips III, Manager of Greens Prairie Associates, LLC, a Texas limited liability company, the general partner of Greens Prairie Investors, LTD, a Texas Limited Partnership, owner and developer of the land shown on this plat, and designated herein as the Phillips Square Subdivision, Phase 2, in Brazos County, Texas, and whose name is subscribed hereto, hereby dedicate to the use of the public forever all streets, alleys, parks, greenways, infrastructure, easements, and public places (thereon shown) for the purpose, and consideration therein expressed. All such dedications shall be in fee simple unless expressly provided otherwise.

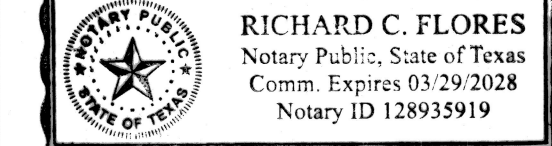
Wallace S. Phillips III
Greens Prairie Investors, LTD,
by Greens Prairie Associates, LLC General Partner
by Wallace S. Phillips III, Manager

STATE OF TEXAS
COUNTY OF BRAZOS

Before me, the undersigned authority, on this day personally appeared Wallace S. Phillips III, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein stated.

Given under my hand and seal on this 19th day of February, 2025

Richard C. Flores
Notary Public, Brazos County, Texas



CERTIFICATE OF ADMINISTRATOR

I, *Nathan Paul Kerr*, Administrator of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

Nathan Paul Kerr
Administrator
City of College Station, Texas

CERTIFICATE OF CITY ENGINEER

I, *Carol L. Corbett*, City Engineer of the City of College Station, Texas, hereby certify that this Subdivision Plat conforms to the requirements of the Subdivision Regulations of the City of College Station.

Carol L. Corbett
City Engineer
City of College Station

CERTIFICATE OF THE SURVEYOR

STATE OF TEXAS
COUNTY OF BRAZOS

I, Nathan Paul Kerr, Registered Professional Land Surveyor No. 6834, in the State of Texas, hereby certify that this plat is true and correct and was prepared from an actual survey of the property and that the property markers and monuments were placed under my supervision on the ground.

Nathan Paul Kerr
2/19/2025
R.P.L.S. No. 6834

Filed for Record
Official Public Records Of:
Brazos County Clerk
On: 3/27/2025 3:02:12 PM
In the Plat Records

Doc Number: 2025-1552789
Volume-Page: 19756-277
Number of Pages: 4
Amount: 72.00
Order#: 20250327000104
By: PS

Karen M. Queen
County Clerk
Brazos County, Texas

NOTE:
SEE SHEETS 2 AND 3 FOR EASEMENT DETAILS.



FIELD NOTES DESCRIPTION
OF A
15.958 ACRE TRACT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 15.958 ACRES IN THE ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF THE REMAINDER OF A CALLED 19.74 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GREEN PRAIRIE INVESTORS, LTD. RECORDED IN VOLUME 7366, PAGE 294 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBT); SAID 15.958 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD WITH BLUE PLASTIC CAP STAMPED "KERR SURVEYING" SET (ALL 1/2 INCH IRON RODS CALLED TO BE SET HEREIN ARE TO BE SET WITH BLUE PLASTIC CAPS STAMPED "KERR SURVEYING") ON THE NORTH RIGHT-OF-WAY LINE OF WILLIAM D. FITCH PARKWAY, ALSO KNOWN AS STATE HIGHWAY 40 (RIGHT-OF-WAY WIDTH VARIES, 3926/85; 5884/13 OPRBT), ON THE SOUTH LINE OF SAID 19.74 ACRE TRACT;

THENCE, SEVERING SAID REMAINDER OF 19.74 ACRE TRACT FOR THE FOLLOWING FIVE (5) COURSES AND DISTANCES:

1) N 49° 11' 02" W A DISTANCE OF 35.62 FEET TO A 1/2 INCH IRON ROD SET;
2) N 04° 36' 35" W A DISTANCE OF 123.78 FEET TO A 1/2 INCH IRON ROD SET;
3) WITH A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 305.80 FEET, AN ARC LENGTH OF 118.42 FEET, A DELTA ANGLE OF 22°11'18", AND A CHORD WHICH BEARS N 06° 29' 04" E A DISTANCE OF 117.69 FEET TO A 1/2 INCH IRON ROD SET;
4) N 17° 34' 43" E A DISTANCE OF 58.21 FEET TO A 1/2 INCH IRON ROD SET;
5) WITH A TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 253.64 FEET, AN ARC LENGTH OF 246.66 FEET, A DELTA ANGLE OF 55°43'03", AND A CHORD WHICH BEARS N 06° 16' 48" W A DISTANCE OF 237.05 FEET TO A 1/2 INCH IRON ROD SET ON THE SOUTHEAST LINE OF A PORTION OF THE REMAINDER OF A CALLED 100 ACRE TRACT OF LAND DESCRIBED AS TRACT N IN A DEED TO THERESA HOLLAND, ET AL, RECORDED IN VOLUME 11809, PAGE 184 (OPRBT) AND ON THE NORTHWEST LINE OF SAID REMAINDER OF 19.74 ACRE TRACT;

THENCE, WITH SAID NORTHWEST LINE OF THE REMAINDER OF 19.74 ACRE TRACT, N 42° 35' 19" E A DISTANCE OF 925.42 FEET TO A 1/2 INCH IRON ROD SET WITH RED PLASTIC CAP STAMPED "M MCCLURE" FOUND AT THE EAST CORNER OF A CALLED 117.5 ACRES TRACT OF LAND DESCRIBED AS TRACT 1 IN SAID DEED TO THERESA HOLLAND, ET AL (11809/184 OPRBT) AND THE SOUTH CORNER OF LOT 5, BLOCK 46 OF SHENANDOAH PHASE 15, FILED IN VOLUME 12790, PAGE 98 (OPRBT);

THENCE, WITH THE COMMON LINE OF SAID 19.74 ACRE TRACT AND SAID BLOCK 46, N 43° 04' 45" E, FOR A DISTANCE OF 213.06 FEET TO A POINT FOR THE SOUTHWEST CORNER OF A CALLED 22.089 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 6474, PAGE 241 (OPRBT) AND THE NORTHWEST CORNER HEREOF, FROM WHICH A 5/8 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "CARLOMAGNO RPLS 1562" FOUND BEARS S 84° 17' 08" E A DISTANCE OF 1.12 FEET;

THENCE, WITH THE COMMON LINE OF SAID 19.74 ACRE TRACT AND SAID 22.089 ACRE TRACT FOR THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) S 84° 17' 08" E, A DISTANCE OF 259.06 FEET TO A 5/8 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "CARLOMAGNO RPLS 1562" FOUND;
2) N 81° 41' 00" E, A DISTANCE OF 63.26 FEET TO A 5/8 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "CARLOMAGNO RPLS 1562" FOUND;
3) N 39° 32' 28" E, A DISTANCE OF 127.86 FEET TO A 5/8 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "CARLOMAGNO RPLS 1562" FOUND;
4) S 22° 15' 36" E, A DISTANCE OF 231.42 FEET TO A 5/8 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "CARLOMAGNO RPLS 1562" FOUND; FOR REFERENCE THE CITY OF COLLEGE STATION MONUMENT CS94-138 BEARS N 70° 56' 16" E, A DISTANCE OF 5,325.63 FEET;
5) S 84° 46' 47" W, A DISTANCE OF 30.60 FEET TO A 5/8 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "CARLOMAGNO RPLS 1562" FOUND;
6) S 37° 27' 28" W, A DISTANCE OF 297.28 FEET TO A 5/8 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "CARLOMAGNO RPLS 1562" FOUND;
7) N 75° 48' 04" E, A DISTANCE OF 104.82 FEET TO A 5/8 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "CARLOMAGNO RPLS 1562" FOUND;

THENCE, WITH THE EAST LINE OF SAID REMAINDER OF 19.74 ACRE TRACT AND THE WEST END OF RIGHT-OF-WAY OF CASTLE ROCK PARKWAY, PAGE 241 (OPRBT), FIVE-FOOT SIDEWALKS AT EACH END OF THE TRACT, FOR A DISTANCE OF 80.28 FEET TO A 5/8 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "CARLOMAGNO RPLS 1562" FOUND IN THE NORTH LINE OF A CALLED 10.416 ACRE TRACT OF LAND DESCRIBED IN SAID DEED 6474/241 (OPRBT);

THENCE, WITH THE COMMON LINE OF SAID 19.74 ACRE TRACT AND SAID 10.416 ACRE TRACT FOR THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

1) S 75° 45' 41" W, A DISTANCE OF 199.67 FEET TO A 1/2 INCH IRON ROD SET;
2) S 37° 27' 28" W, A DISTANCE OF 383.68 FEET TO A 5/8 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "CARLOMAGNO RPLS 1562" FOUND;
3) S 24° 08' 01" W, A DISTANCE OF 143.13 FEET TO A 5/8 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "CARLOMAGNO RPLS 1562" FOUND;
4) S 73° 27' 08" W, A DISTANCE OF 317.77 FEET TO A 5/8 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "CARLOMAGNO RPLS 1562" FOUND;
5) S 47° 17' 22" W, A DISTANCE OF 108.60 FEET TO A 5/8 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "CARLOMAGNO RPLS 1562" FOUND;
6) S 05° 28' 07" W, A DISTANCE OF 100.09 FEET TO A 5/8 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "CARLOMAGNO RPLS 1562" FOUND;
7) S 39° 39' 40" W, A DISTANCE OF 291.38 FEET TO A POINT IN THE NORTH LINE OF WILLIAM D. FITCH PARKWAY FOR THE SOUTHWEST CORNER OF SAID 10.416 ACRE TRACT AND THE SOUTHEAST CORNER OF SAID 19.74 ACRE TRACT, FROM WHICH A 5/8 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "CARLOMAGNO RPLS 1562" FOUND BEARS N 43° 17' 33" E, A DISTANCE OF 0.63 FEET AND ALSO FROM SAID POINT, A "TODOT" TYPE 2 RIGHT OF WAY MONUMENT FOUND BEARS N 85° 17' 12" E, A DISTANCE OF 393.52 FEET;

THENCE, WITH THE SOUTH LINE OF SAID REMAINDER OF 19.74 ACRE TRACT AND THE NORTH RIGHT-OF-WAY LINE OF SAID WILLIAM D. FITCH PARKWAY, S 86° 14' 30" W, FOR A DISTANCE OF 0.19 FEET TO A "TODOT" TYPE 2 RIGHT OF WAY MONUMENT FOUND;

THENCE, CONTINUING WITH THE SOUTH LINE OF SAID REMAINDER OF 19.74 ACRE TRACT AND THE NORTH RIGHT-OF-WAY LINE OF SAID WILLIAM D. FITCH PARKWAY, S 86° 14' 30" W, FOR A DISTANCE OF 47.08 FEET TO THE POINT OF BEGINNING HEREOF, AND CONTAINING 15.958 ACRES OF LAND, MORE OR LESS.

SURVEYED ON THE GROUND JANUARY 2023 UNDER MY SUPERVISION, THE BEARING BASIS FOR THIS SURVEY IS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM OF 1983 (NAD83), CENTRAL ZONE, GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2). DESCRIBED HEREIN ARE SURFACE DISTANCES, TO OBTAIN GRID DISTANCES (NOT GRID AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00099993528386 (CALCULATED USING GEOID12B).

NOTES:

- BEARING SYSTEM SHOWN HEREON IS BASED ON TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2). DISTANCES SHOWN HEREON ARE SURFACE DISTANCES. TO OBTAIN GRID DISTANCES (NOT GRID AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00099993528386 (CALCULATED USING GEOID12B).
- 1/2" IRON RODS WILL BE SET AT ALL LOT CORNERS AND ANGLE POINTS UNLESS NOTED OTHERWISE.
- DISTANCES SHOW HEREON ARE SURFACE DISTANCES. TO OBTAIN GRID DISTANCES (NOT GRID AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00099993528386 (CALCULATED USING GEOID12B).
- DISTANCES SHOWS ON CURVES ARE CHORD LENGTHS.
- THIS TRACT LIES WITHIN FLOOD ZONE "X" UNSHADED, "X" SHADED, AND ZONE "AE" AND DOES PARTIALLY LIE WITHIN A SPECIAL FLOOD HAZARD AREA SUBJECT TO THE 1% ANNUAL CHANCE FLOOD (100 YEAR FLOOD PLAIN) ACCORDING TO THE BRAZOS COUNTY FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 48041C0325E, REVISED DATE: 05-16-2012. REVISED TO REFLECT LOMR 12-06-1841P, EFFECTIVE DATE: 05-18-2012.
- MERITORIOUS MODIFICATIONS GRANTED BY ZONING:
 - SECTION 8.2.A.10 "BLOCKS" OF THE UNIFIED DEVELOPMENT ORDINANCE VARIATION FROM THE 800-FOOT MAXIMUM BLOCK LENGTH REQUIREMENT. NO PUBLIC STREETS ARE PROPOSED TO CONNECT TO CASTLE ROCK PARKWAY WITHIN THIS DEVELOPMENT. THE BLOCK LENGTH ALONG THE SOUTHERN RIGHT-OF-WAY OF CASTLE ROCK PARKWAY IS 850 FEET WITHIN THIS DEVELOPMENT AND 1,310 FEET TO THE FIRST INTERSECTING STREET IN THE CASTLE ROCK SUBDIVISION. THE BLOCK LENGTH ALONG THE NORTHERN RIGHT-OF-WAY OF CASTLE ROCK PARKWAY IS 780 FEET WITHIN THIS DEVELOPMENT AND 1,540 FEET TO THE FIRST INTERSECTING STREET IN THE CASTLE ROCK SUBDIVISION. THE CONCEPT PLAN INCLUDES A "PRIVATE DRIVEWAY AND CROSS ACCESS EASEMENT" THROUGH THE PROPERTY THAT WILL MEET MINOR COLLECTOR STANDARDS FOR ACCESS AND DRIVEWAY SPACING AND LANE WIDTH. THIS PRIVATE DRIVE REDUCES THE BLOCK LENGTH BY APPROXIMATELY 200 FEET ON THE NORTH SIDE OF CASTLE ROCK PARKWAY AND APPROXIMATELY 300 FEET ON THE SOUTH SIDE OF CASTLE ROCK PARKWAY.

- CONDITIONS PER ZONING
 - A BIKE LANE BE PROVIDED ON TAMMIE LYNN DRIVE
 - A RIGHT-TURN DECELERATION LANE BE PROVIDED AT THE INTERSECTION OF TAMMIE LYNN DRIVE AND STATE HIGHWAY 40
 - RIGHT-TURN LANES BE PROVIDED AT EACH INTERSECTION OF THE "PRIVATE DRIVE" WITH TAMMIE LYNN DRIVE AND CASTLE ROCK PARKWAY.
- THE DETENTION POND FOR THIS SITE IS LOCATED ADJACENT TO SPRING CREEK UPSTREAM OF SH 6 IN THE TOWER POINT DEVELOPMENT.
- THE PRIVATE DRIVEWAYS SHOWN TO PROVIDE CROSS ACCESS BETWEEN PORTIONS OF THE DEVELOPMENT SHALL MEET MINOR COLLECTOR STANDARDS FOR ACCESS/DRIVEWAY SPACING, WITH A MINIMUM 24-FOOT PAVEMENT WIDTH (OR 26-FOOT WIDTH IF BUILDINGS TALLER THAN 30-FOOT ARE PROPOSED), FIVE-FOOT SIDEWALKS AT EACH END OF THE TRACT, FOR A DISTANCE OF 80.28 FEET TO A 5/8 INCH IRON ROD WITH ORANGE PLASTIC CAP STAMPED "CARLOMAGNO RPLS 1562" FOUND IN THE NORTH LINE OF A CALLED 10.416 ACRE TRACT OF LAND DESCRIBED IN SAID DEED 6474/241 (OPRBT);
- ONE-HALF (1/2) ACRE OF THE SPECIAL FLOOD HAZARD AREA LOCATED ON THIS PROPERTY WILL NOT BE DEVELOPED EXCEPT FOR THE PLANTING OF TREES IN THE AREA WHICH MAY BE COUNTED FOR LANDSCAPING POINT REQUIREMENTS FOR THE ADJACENT DEVELOPMENT. THE EXACT LOCATION OF THIS ONE-HALF ACRE WILL BE DETERMINED AT PLATTING OR SITE PLAN SUBMITTAL.
- THE DEVELOPMENT WILL BE PHASED IN SUCH A MANNER THAT THE DESIGN CAPACITY OF CASTLE ROCK PARKWAY, (5,000 VPD), IS NOT EXCEEDED. DEVELOPMENT THAT HAS ACCESS TO ONLY CASTLE ROCK PARKWAY AND NOT WILLIAM D. FITCH PARKWAY OR VICTORIA AVENUE WILL BE LIMITED SUCH THAT THE TOTAL PROJECTED TRAFFIC IS LESS THAN

5,000 VPD INCLUDING THE 2,621 VPD PROJECTED FROM THE BUILD OUT OF THE CASTLE ROCK SUBDIVISION. ADDITIONAL DEVELOPMENT COULD NOT OCCUR UNTIL ACCESS TO WILLIAM D. FITCH OR VICTORIA IS PROVIDED.

- THE WATER SUPPLIER FOR THIS DEVELOPMENT IS THE CITY OF COLLEGE STATION. THE WATERLINES WILL BE DESIGNED AND CONSTRUCTED TO CITY OF COLLEGE STATION SPECIFICATIONS AND STANDARDS. THESE WATERLINES WILL PROVIDE THE REQUIRED FLOW TO FIRE HYDRANTS TO MEET FIRE PROTECTION REQUIREMENTS.
- A WATER DESIGN REPORT FOR THIS SUBDIVISION WILL BE PROVIDED PER CITY STANDARDS.
- SANITARY SEWER SERVICE WILL BE PROVIDED BY THE CITY OF COLLEGE STATION.
- ELECTRIC SERVICE AND STREET LIGHTING FOR THIS SUBDIVISION WILL BE PROVIDED BY COLLEGE STATION UTILITIES.
- ALL PUBLIC DRAINAGE EASEMENTS WILL BE IMPROVED ACCORDING TO THE DRAINAGE POLICY AND DESIGN STANDARDS.
- THE PRIVATE DRAINAGE EASEMENTS WILL BE MAINTAINED BY THE LOT OWNERS OR THE POA, PROPERTY OWNERS ASSOCIATION, LANDSCAPE, FENCES, STRUCTURES, GRADING ETC. CANNOT IMPED THE FLOW IN THE PRIVATE DRAINAGE EASEMENTS.
- CASTLE ROCK PARKWAY SHALL HAVE BIKE LANES AND CENTERLINES.
- ON STREET PARKING IS NOT PERMITTED ON CASTLE ROCK PARKWAY.
- PHASE 2 HAS COMMERCIAL, MULTI-FAMILY, AND OFFICE USES.
- NO DISTURBANCE AREAS ARE AREAS TO REMAIN UNDEVELOPED AND UNDISTURBED PER THE ZONING ORDINANCE.
- FINISH FLOOR ELEVATIONS FOR BLOCK 2, LOT 2 VARY FROM 288' TO 292' DEPENDING ON WHERE BUILDING IS PLACED IN RELATION TO THE ADJACENT FLOODPLAIN.
- THE SURVEY OF THIS TRACT WAS PREPARED TO REFLECT THE TITLE REPORT ISSUED BY UNIVERSITY TITLE COMPANY, OF NO. 230459005 EFFECTIVE DATE: AUGUST 6, 2023. ITEMS LISTED ON SCHEDULE B ARE AS FOLLOWS:

- BLANKET EASEMENT TO WELLBORN WATER SUPPLY CORPORATION IN VOLUME 531, PAGE 722, DRBCT, DOES APPLY, BUT IS BLANKET IN NATURE AND CANNOT BE SHOWN.
- PRODUCER'S GAS CO. (NOW ETC) PIPELINE EASEMENT (534/84 DRBCT) CALLS TO BE 30' WIDE, CENTERED ON THE FIRST PIPELINE AS INSTALLED, DOES NOT HAVE A DEFINED LOCATION AND IS NOT SHOWN HEREON. THE PIPELINE(S) COVERED BY THIS EASEMENT APPEAR TO BE ABANDONED AND THIS EASEMENT MAY NO LONGER BE IN EFFECT.
- BLANKET EASEMENT TO K.T. WILLIAMS, ET AL IN VOLUME 2504, PAGE 81, OPRBT, DOES APPLY, BUT IS BLANKET IN NATURE AND CANNOT BE SHOWN.
- TEMPORARY BLANKET EASEMENT TO THE CITY OF COLLEGE STATION IN VOLUME 7675, PAGE 283, OPRBT, DOES NOT APPLY.
- 10' WIDE PUBLIC UTILITY EASEMENT TO THE CITY OF COLLEGE STATION IN VOLUME 8052, PAGE 22, OPRBT, APPLIES AS SHOWN.
- TEMPORARY BLANKET EASEMENT TO THE CITY OF COLLEGE STATION IN VOLUME 9849, PAGE 161, OPRBT, DOES APPLY.
- 20' WIDE PUBLIC UTILITY EASEMENT TO THE CITY OF COLLEGE STATION IN VOLUME 9992, PAGE 44, OPRBT, DOES NOT CROSS THIS TRACT.

FINAL PLAT PHILLIPS SQUARE SUBDIVISION PHASE 2

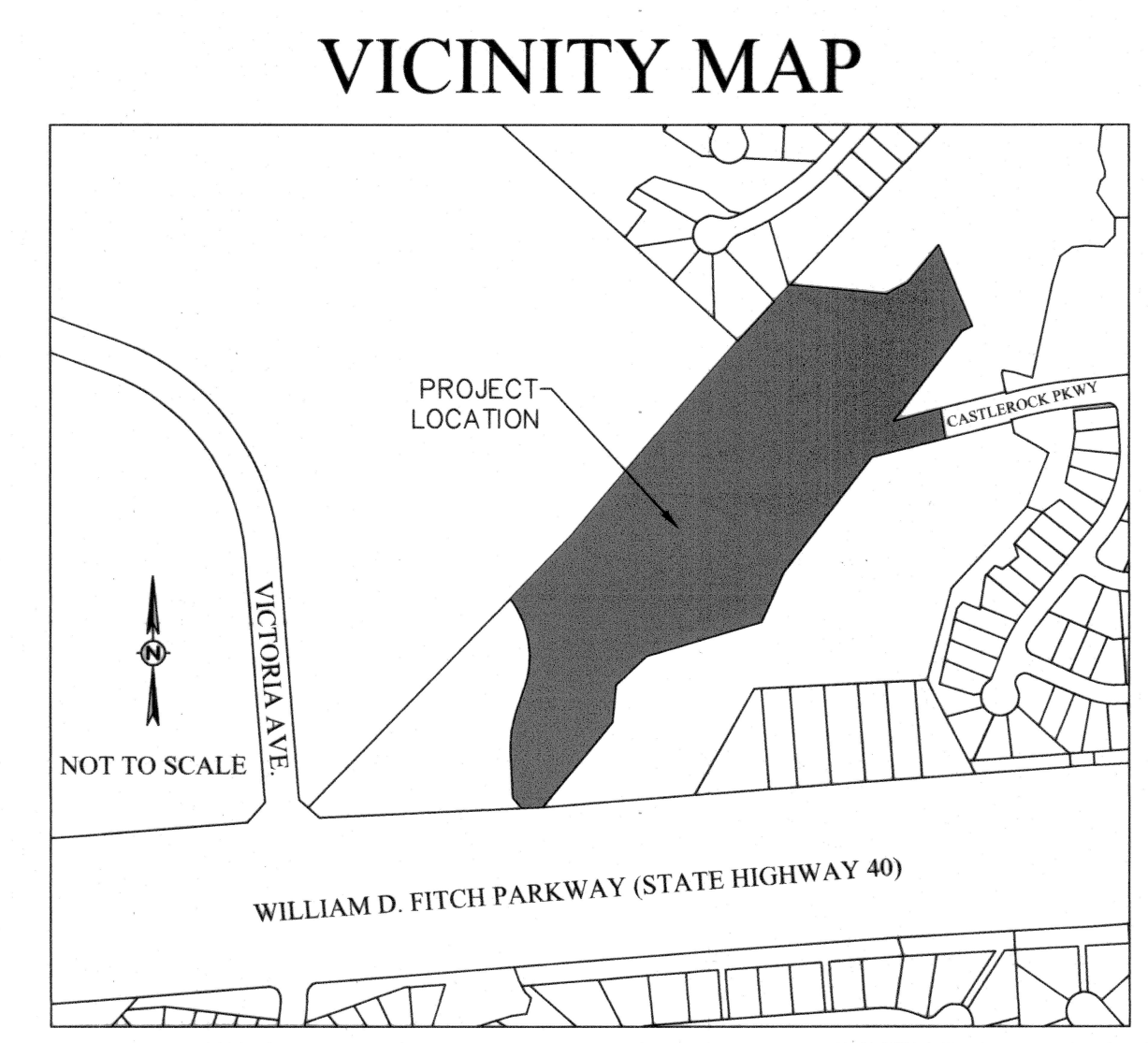
BLOCK 2, LOTS 1 & 2
BLOCK 3, LOT 1
& 1.18 ACRES RIGHT-OF-WAY DEDICATION
15.958 ACRES
BEING PART OF A 19.74 ACRE TRACT
VOLUME 7366, PAGE 294, OPRBT
ROBERT STEVENSON LEAGUE SURVEY, A-54
COLLEGE STATION, TEXAS

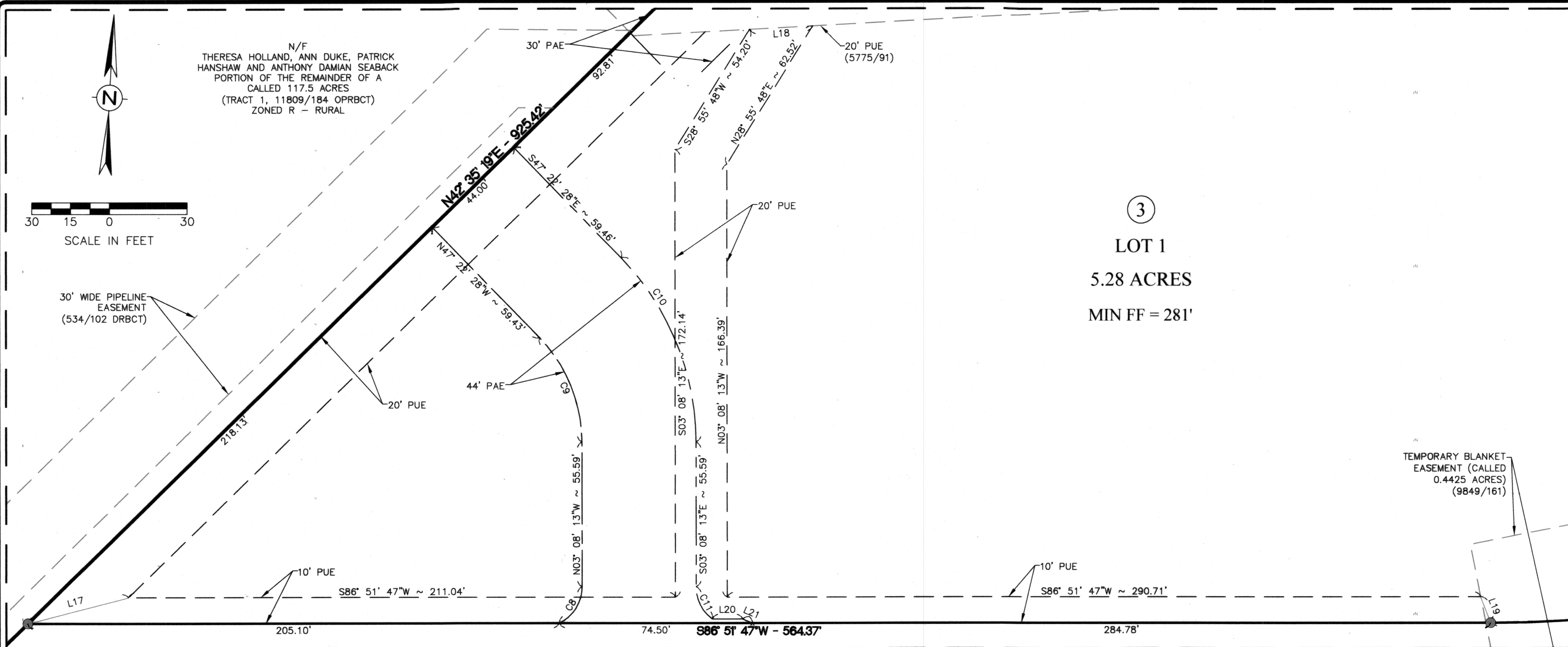
SCALE AS SHOWN
FEBRUARY, 2025

OWNER/DEVELOPER:
GREENS PRAIRIE INVESTORS, LTD
1140 MIDTOWN DRIVE
COLLEGE STATION, TX 77845

SURVEYOR:
Nathan Paul Kerr
Kerr Surveying, LLC
1718 Braucourt Dr.
Bryan, TX 77802
(979) 268-3195
TBPELS FIRM # 10018500
KERR JOB 23-1052

ENGINEER:
Schultz
TBPE No. 12327
911 Southwest Pkwy E.
College Station, Texas 77840
(979) 764-3900
SHEET 1 OF 4

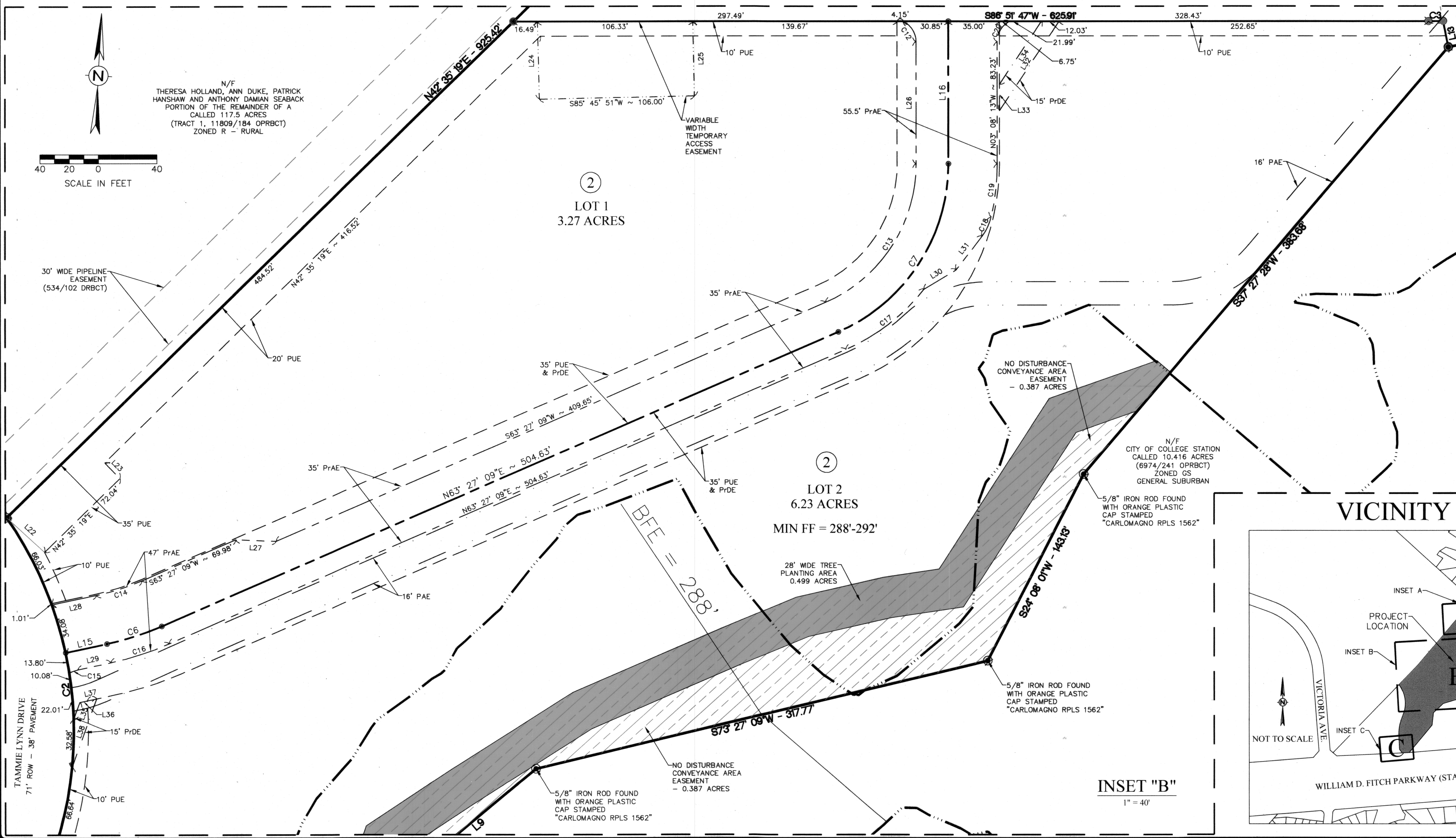
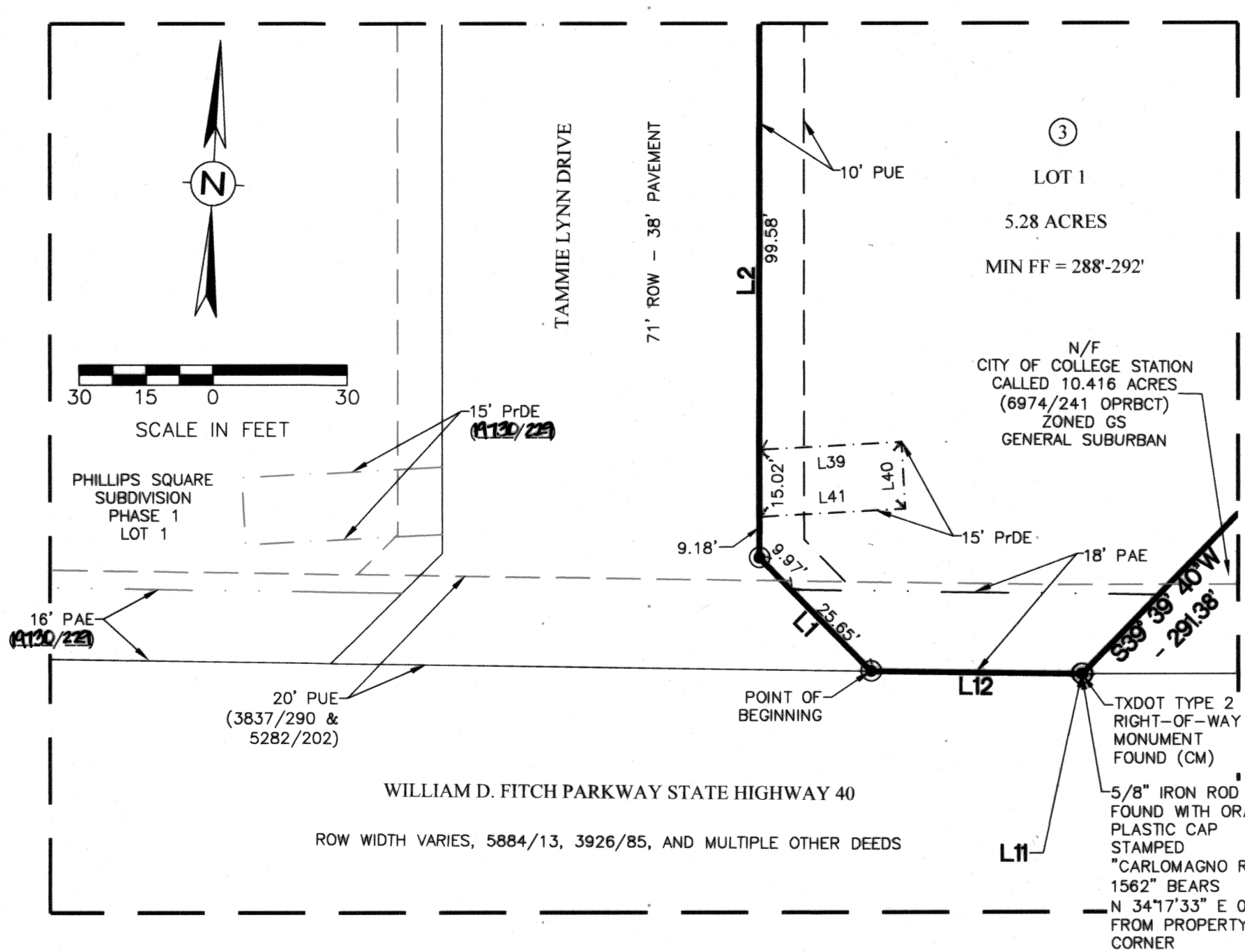




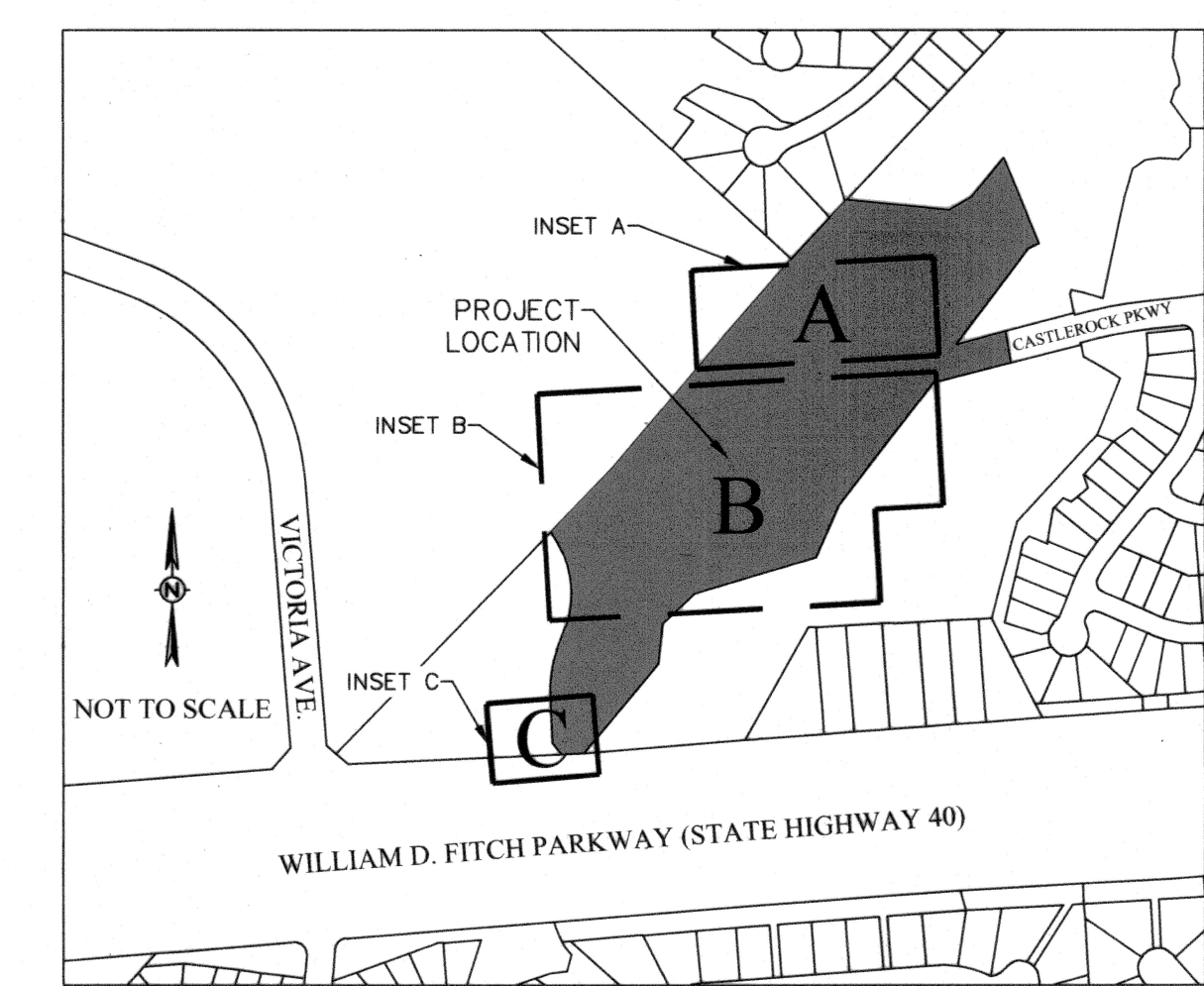
INSET "A"
1" = 30'

LINE TABLE			LINE TABLE		
LINE #	LENGTH	DIRECTION	LINE #	LENGTH	DIRECTION
L1	35.62'	N49° 11' 02"W	L26	83.23'	S3° 08' 13"E
L2	123.78'	N4° 36' 35"W	L27	27.73'	S89° 05' 36"W
L3	58.21'	N17° 34' 43"E	L28	31.19'	S74° 45' 01"W
L4	63.26'	N61° 41' 00"E	L29	23.10'	N74° 45' 01"E
L5	127.86'	N39° 32' 28"E	L30	25.72'	N55° 50' 21"E
L6	30.60'	S64° 46' 47"W	L31	29.10'	N34° 30' 15"E
L7	104.82'	N75° 46' 04"E	L32	73.30'	N30° 39' 58"E
L8	80.28'	S9° 37' 02"E	L33	17.97'	S3° 08' 13"E
L9	108.60'	S47° 17' 22"W	L34	51.67'	N30° 39' 58"E
L10	100.09'	S5° 28' 07"W	L35	12.54'	N16° 40' 35"E
L11	0.19'	S85° 17' 12"W	L36	5.17'	N74° 45' 01"E
L12	47.08'	S86° 14' 30"W	L37	6.61'	N74° 45' 01"E
L13	18.10'	N14° 14' 19"W	L38	49.78'	S16° 40' 35"W
L14	16.13'	S37° 27' 05"W	L39	31.95'	S82° 17' 25"W
L15	28.90'	N74° 45' 01"E	L40	15.00'	N7° 42' 35"W
L16	97.23'	N3° 08' 13"W	L41	32.77'	N82° 17' 25"E
L17	40.17'	N72° 26' 54"E			
L18	24.45'	N83° 48' 15"E			
L19	10.67'	S23° 32' 22"E			
L20	11.71'	N86° 51' 47"E			
L21	4.10'	S69° 53' 02"E			
L22	35.07'	S50° 56' 44"E			
L23	15.00'	N47° 24' 41"W			
L24	53.02'	N4° 34' 08"W			
L25	50.98'	S4° 14' 09"E			

INSET "C"
1" = 30'



INSET "B"
1" = 40'



FINAL PLAT PHILLIPS SQUARE SUBDIVISION PHASE 2

BLOCK 2, LOTS 1 & 2
BLOCK 3, LOT 1
& 1.18 ACRES RIGHT-OF-WAY DEDICATION
15.958 ACRES
BEING PART OF A 19.74 ACRE TRACT
VOLUME 7366, PAGE 294, OPRBCT
ROBERT STEVENSON LEAGUE SURVEY, A-54
COLLEGE STATION, TEXAS

SCALE AS SHOWN
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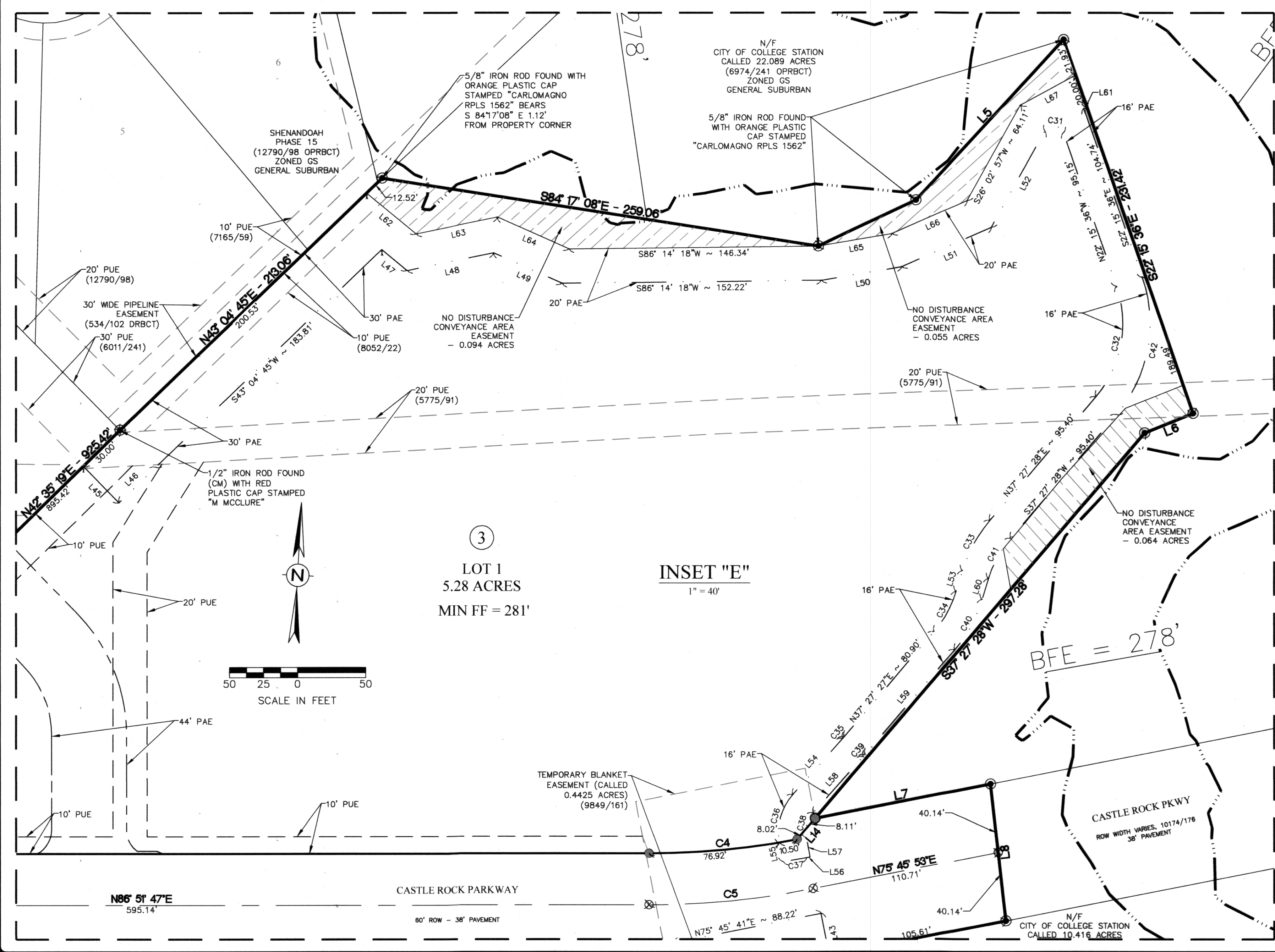
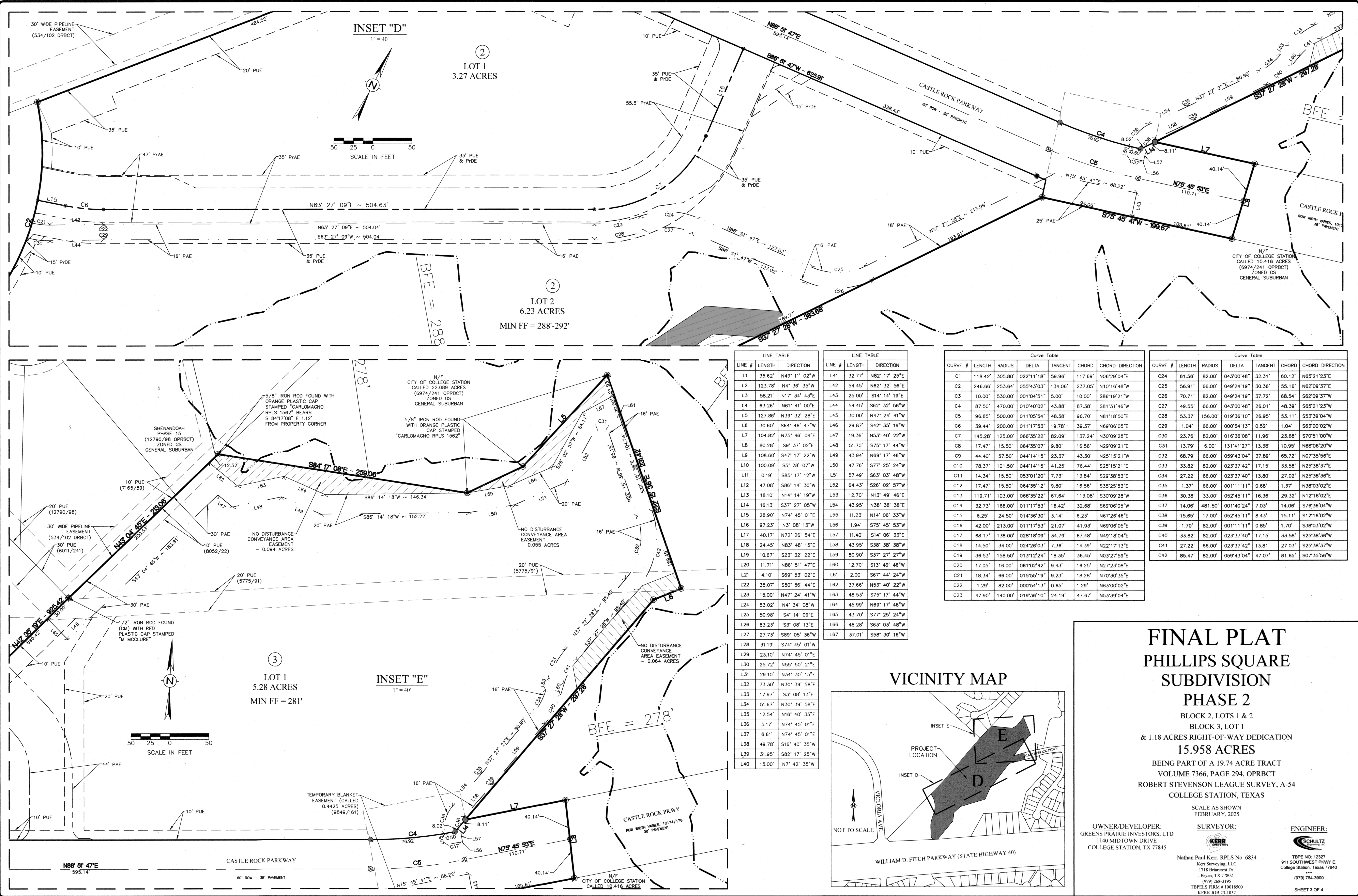
OWNER/DEVELOPER:
GREENS PRAIRIE INVESTORS, LTD
1140 MIDTOWN DRIVE
COLLEGE STATION, TX 77845

SURVEYOR:
KERR

Nathan Paul Kerr, RPLS No. 6834
Kerr Surveying, LLC
1718 Briarcrest Dr.
Bryan, TX 77802
(979) 268-3195
TBPELS FIRM # 10018500
KERR JOB 23-1052

ENGINEER:
SCHULTZ

TBPE NO. 12327
911 SOUTHWEST PKWY E
College Station, Texas 77840
(979) 764-3900
SHEET 2 OF 4

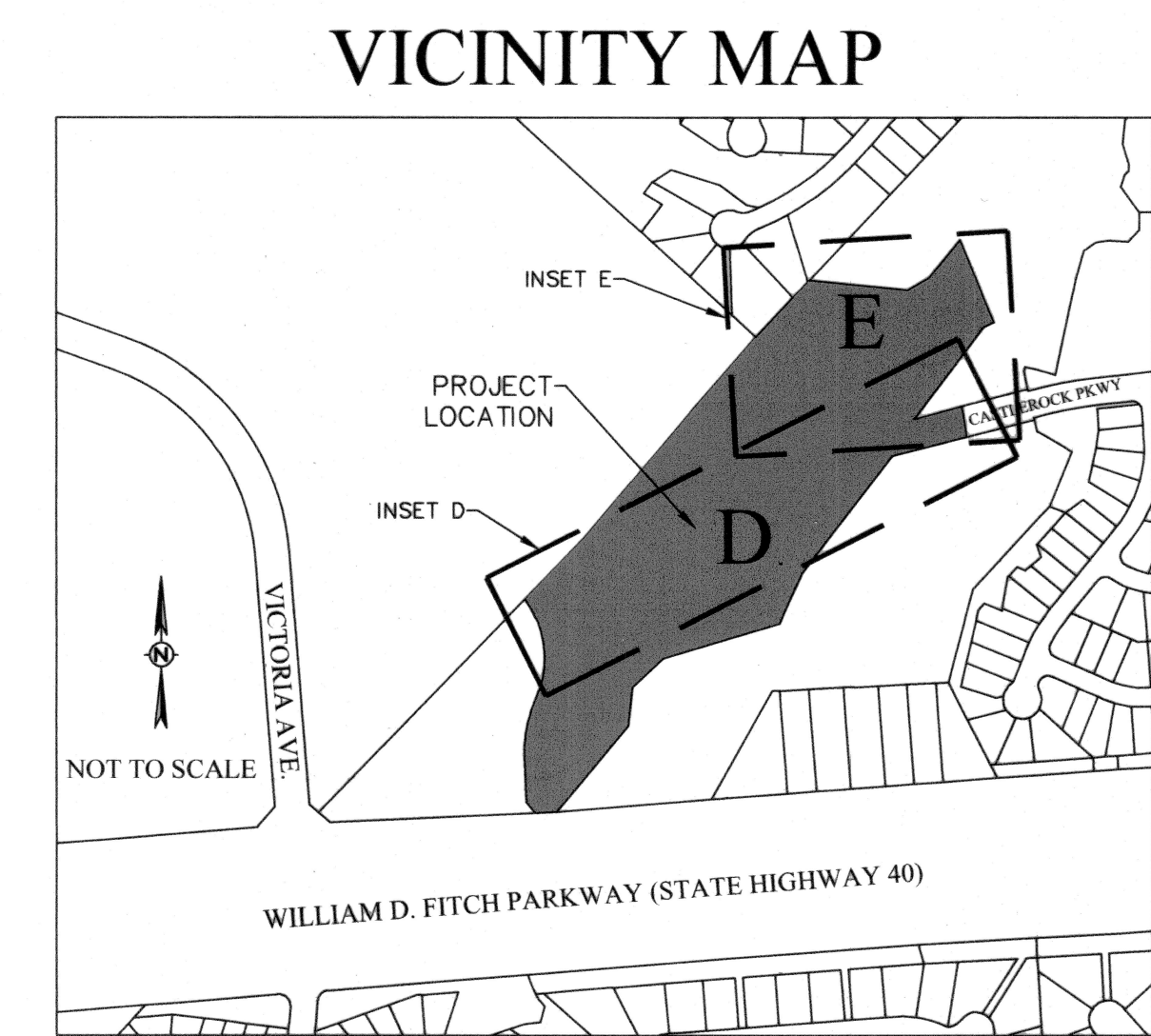


LINE TABLE		
LINE #	LENGTH	DIRECTION
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L2	123.78'	N4° 36' 35"W
L3	58.21'	N17° 34' 43"E
L4	63.26'	N61° 41' 00"E
L5	127.86'	N39° 32' 28"E
L6	30.60'	S64° 46' 47"W
L7	104.82'	N75° 46' 04"E
L8	80.28'	S9° 37' 02"E
L9	108.60'	S47° 17' 22"W
L10	100.09'	S5° 28' 07"W
L11	0.19'	S85° 17' 12"W
L12	47.08'	S86° 14' 30"W
L13	18.10'	N14° 14' 19"W
L14	16.13'	S37° 27' 05"W
L15	28.90'	N74° 45' 01"E
L16	97.23'	N3° 08' 13"W
L17	40.17'	N72° 26' 54"E
L18	24.45'	N83° 48' 15"E
L19	10.67'	S23° 32' 22"E
L20	11.71'	N86° 51' 47"E
L21	4.10'	S69° 53' 02"E
L22	35.07'	S50° 56' 44"E
L23	15.00'	N47° 24' 41"W
L24	53.02'	N4° 34' 08"W
L25	50.98'	S4° 14' 09"E
L26	83.23'	S3° 08' 13"E
L27	27.73'	S89° 05' 36"W
L28	31.19'	S74° 45' 01"W
L29	23.10'	N74° 45' 01"E
L30	25.72'	N55° 50' 21"E
L31	29.10'	N34° 30' 15"E
L32	73.30'	N30° 39' 58"E
L33	17.97'	S3° 08' 13"E
L34	51.67'	N30° 39' 58"E
L35	12.54'	N16° 40' 35"E
L36	5.17'	N74° 45' 01"E
L37	6.61'	N74° 45' 01"E
L38	49.78'	S16° 40' 35"W
L39	31.95'	S82° 17' 25"W
L40	15.00'	N7° 42' 35"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L41	32.77'	N82° 17' 25"E
L42	54.45'	N62° 32' 56"E
L43	25.00'	S14° 14' 19"E
L44	54.45'	S62° 32' 56"W
L45	30.00'	N47° 24' 41"W
L46	29.87'	S42° 35' 19"W
L47	19.36'	N53° 40' 22"W
L48	51.70'	S75° 17' 44"W
L49	43.94'	N69° 17' 46"W
L50	47.76'	S77° 25' 24"W
L51	57.49'	S63° 03' 48"W
L52	64.43'	S26° 02' 57"W
L53	12.70'	N13° 49' 46"E
L54	43.95'	N38° 38' 38"E
L55	11.23'	N14° 06' 33"W
L56	1.94'	S75° 45' 53"W
L57	11.40'	S14° 06' 33"E
L58	43.95'	S38° 38' 38"W
L59	80.90'	S37° 27' 27"W
L60	68.17'	S13° 49' 46"W
L61	2.00'	S67° 44' 24"W
L62	37.66'	N53° 40' 22"W
L63	48.53'	S75° 17' 44"W
L64	45.99'	N69° 17' 46"W
L65	43.70'	S77° 25' 24"W
L66	48.28'	S63° 03' 48"W
L67	37.01'	S58° 30' 16"W

Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD
C1	118.42'	305.80'	022°11'18"	59.96'	117.69'
C2	246.66'	253.64'	055°43'03"	134.06'	237.05'
C3	10.00'	530.00'	001°04'51"	5.00'	10.00'
C4	87.50'	470.00'	010°40'02"	43.88'	87.38'
C5	96.85'	500.00'	011°05'54"	48.58'	96.70'
C6	39.44'	200.00'	011°17'53"	19.78'	39.37'
C7	145.28'	125.00'	066°35'22"	82.09'	137.24'
C8	17.47'	15.50'	064°35'07"	9.80'	16.56'
C9	44.40'	57.50'	044°14'15"	23.37'	43.30'
C10	78.37'	101.50'	044°14'15"	41.25'	76.44'
C11	14.34'	15.50'	053°01'20"	7.73'	13.84'
C12	17.47'	15.50'	064°35'12"	9.80'	16.56'
C13	119.71'	103.00'	066°35'22"	67.64'	113.08'
C14	32.73'	166.00'	011°17'53"	16.42'	32.68'
C15	6.25'	24.50'	014°36'30"	3.14'	6.23'
C16	42.00'	213.00'	011°17'53"	21.07'	41.93'
C17	68.17'	138.00'	028°18'09"	34.79'	67.48'
C18	14.50'	34.00'	024°26'03"	7.36'	14.39'
C19	36.53'	158.50'	013°12'24"	18.35'	36.45'
C20	17.05'	16.00'	061°02'42"	9.43'	16.25'
C21	18.34'	66.00'	015°55'19"	9.23'	18.28'
C22	1.29'	82.00'	000°54'13"	0.65'	1.29'
C23	47.90'	140.00'	019°36'10"	24.19'	47.67'

Curve Table					
CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD
C24	61.56'	82.00'	043°00'48"	32.31'	60.12'
C25	56.91'	66.00'	049°24'19"	30.36'	55.16'
C26	70.71'	82.00'	049°24'19"	37.72'	68.54'
C27	49.55'	66.00'	043°00'48"	26.01'	48.39'
C28	53.37'	156.00'	019°36'10"	26.95'	53.11'
C29	1.04'	66.00'	000°54'13"	0.52'	1.04'
C30	23.76'	82.00'	016°36'08"	11.96'	23.68'
C31	13.79'	6.00'	131°41'27"	13.38'	10.95'
C32	68.79'	66.00'	059°43'04"	37.89'	65.72'
C33	33.82'	82.00'	023°37'42"	17.15'	33.58'
C34	27.22'	66.00'	023°37'40"	13.80'	27.02'
C35	1.37'	66.00'	001°11'11"	0.68'	1.37'
C36	30.38'	33.00'	052°45'11"	16.36'	29.32'
C37	14.06'	481.50'	001°40'24"	7.03'	14.06'
C38	15.65'	17.00'	052°45'11"	8.43'	15.11'
C39	1.70'	82.00'	001°11'11"	0.85'	1.70'
C40	33.82'	82.00'	023°37'40"	17.15'	33.58'
C41	27.22'	66.00'	023°37'42"	13.81'	27.03'
C42	85.47'	82.00'	059°43'04"	47.07'	81.65'



FINAL PLAT

PHILLIPS SQUARE SUBDIVISION

PHASE 2

BLOCK 2, LOTS 1 & 2
BLOCK 3, LOT 1
& 1.18 ACRES RIGHT-OF-WAY DEDICATION

15.958 ACRES

BEING PART OF A 19.74 ACRE TRACT
VOLUME 7366, PAGE 294, OPRBCT
ROBERT STEVENSON LEAGUE SURVEY, A-54
COLLEGE STATION, TEXAS

SCALE AS SHOWN
FEBRUARY, 2025

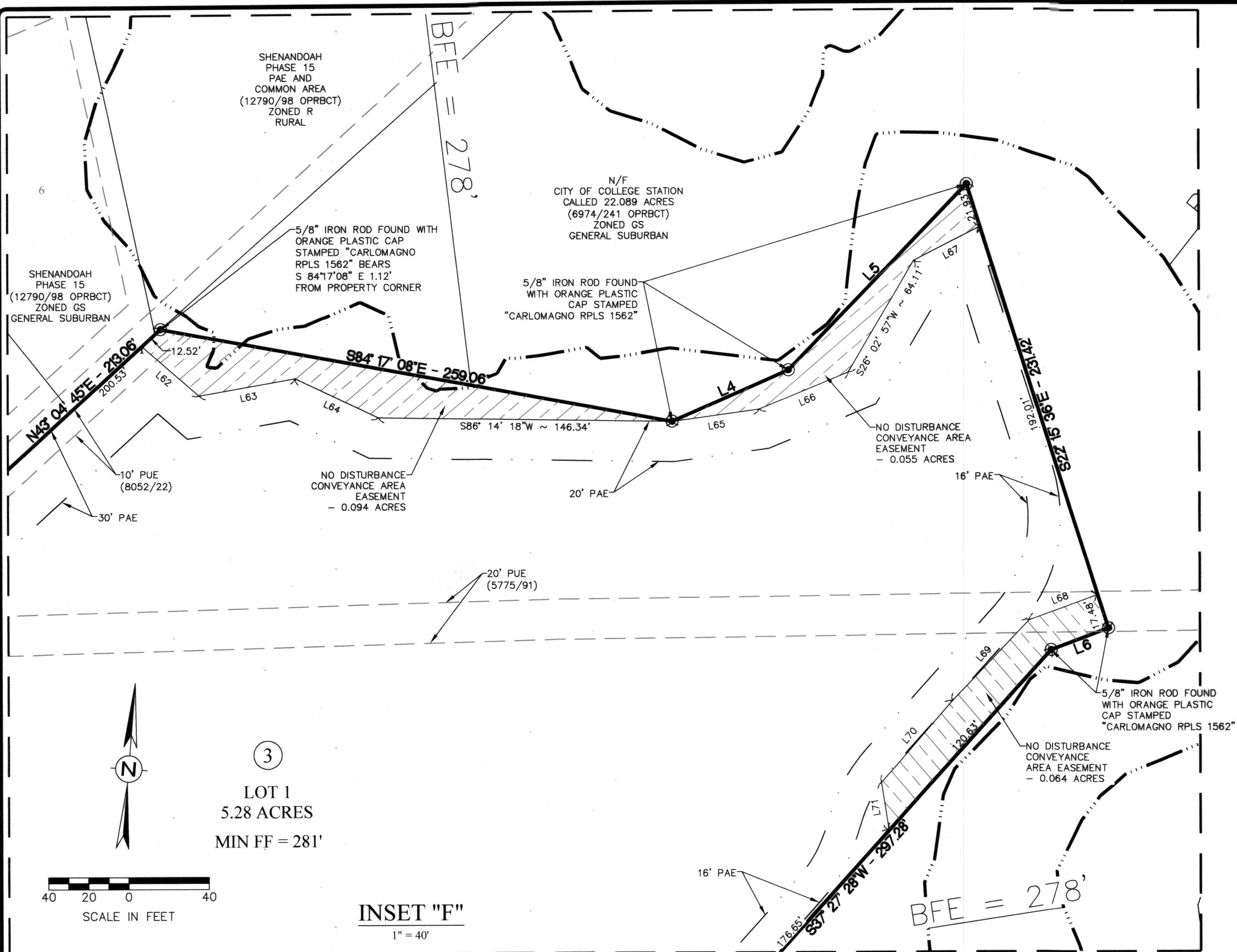
OWNER/DEVELOPER:
GREENS PRAIRIE INVESTORS, LTD
1140 MIDTOWN DRIVE
COLLEGE STATION, TX 77845

SURVEYOR:

Nathan Paul Kerr, RPLS No. 6834
Kerr Surveying, LLC
1718 Braicrest Dr.
Bryan, TX 77802
(979) 268-3195
TBPELS FIRM # 10018500
KERR JOB 23-1052

ENGINEER:

TBPE No. 12327
911 SOUTHWEST PKWY E
College Station, Texas 77840
(979) 764-3900
SHEET 3 OF 4

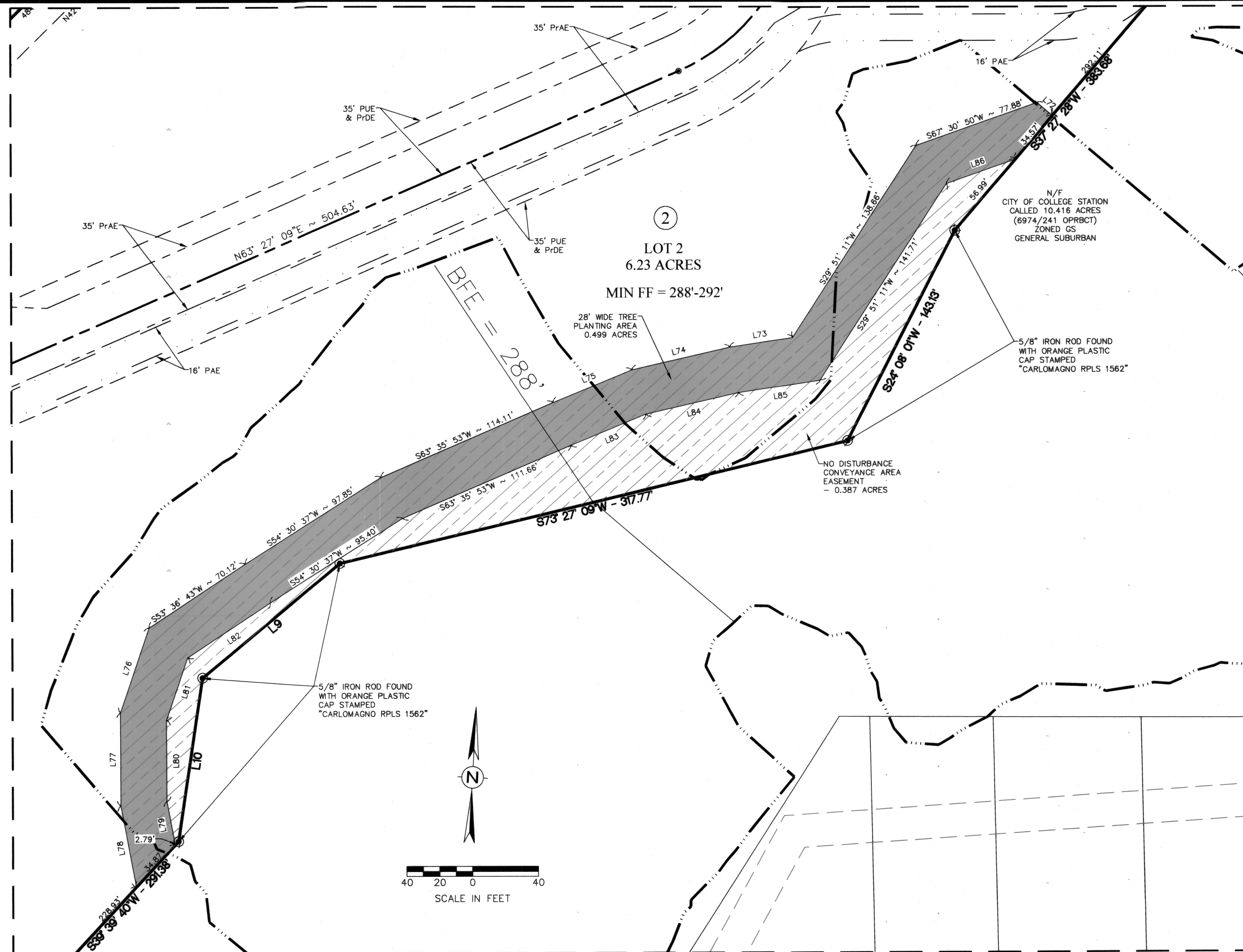


CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C1	118.42'	305.80'	022°11'18"	59.96'	117.69'	N06°29'04"E
C2	246.66'	253.64'	055°43'03"	134.06'	237.05'	N10°16'48"W
C3	10.00'	530.00'	001°04'51"	5.00'	10.00'	S86°19'21"W
C4	87.50'	470.00'	010°40'02"	43.88'	87.38'	S81°31'46"W
C5	96.85'	500.00'	011°05'54"	48.58'	96.70'	N81°18'50"E
C6	39.44'	200.00'	011°17'53"	19.78'	39.37'	N69°06'05"E
C7	145.28'	125.00'	066°35'22"	82.09'	137.24'	N30°09'28"E
C8	17.47'	15.50'	064°35'07"	9.80'	16.56'	N29°09'21"E
C9	44.40'	57.50'	044°14'15"	23.37'	43.30'	N25°15'21"W
C10	78.37'	101.50'	044°14'15"	41.25'	76.44'	S25°15'21"E
C11	14.34'	15.50'	053°01'20"	7.73'	13.84'	S29°38'53"E
C12	17.47'	15.50'	064°35'12"	9.80'	16.56'	S35°25'53"E
C13	119.71'	103.00'	066°35'22"	67.64'	113.08'	S30°09'28"W
C14	32.73'	166.00'	011°17'53"	16.42'	32.68'	S69°06'05"W
C15	6.25'	24.50'	014°36'30"	3.14'	6.23'	N67°26'46"E
C16	42.00'	213.00'	011°17'53"	21.07'	41.93'	N69°06'05"E
C17	68.17'	138.00'	028°18'09"	34.79'	67.48'	N49°18'04"E
C18	14.50'	34.00'	024°26'03"	7.36'	14.39'	N22°17'13"E
C19	36.53'	158.50'	013°12'24"	18.35'	36.45'	N03°27'59"E
C20	17.05'	16.00'	061°02'42"	9.43'	16.25'	N27°23'08"E
C21	18.34'	66.00'	015°55'19"	9.23'	18.28'	N70°30'35"E
C22	1.29'	82.00'	000°54'13"	0.65'	1.29'	N63°00'02"E
C23	47.90'	140.00'	019°36'10"	24.19'	47.67'	N53°39'04"E
C24	61.56'	82.00'	043°00'48"	32.31'	60.12'	N65°21'23"E
C25	56.91'	66.00'	049°24'19"	30.36'	55.16'	N62°09'37"E

CURVE #	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD DIRECTION
C26	70.71'	82.00'	049°24'19"	37.72'	68.54'	S62°09'37"W
C27	49.55'	66.00'	043°00'48"	26.01'	48.39'	S65°21'23"W
C28	53.37'	156.00'	019°36'10"	26.95'	53.11'	S53°39'04"W
C29	1.04'	66.00'	000°54'13"	0.52'	1.04'	S63°00'02"W
C30	23.76'	82.00'	016°36'08"	11.96'	23.68'	S70°51'00"W
C31	13.79'	6.00'	131°41'27"	13.38'	10.95'	N88°06'20"W
C32	68.79'	66.00'	059°43'04"	37.89'	65.72'	N07°35'56"E
C33	33.82'	82.00'	023°37'42"	17.15'	33.58'	N25°38'37"E
C34	27.22'	66.00'	023°37'40"	13.80'	27.02'	N25°38'36"E
C35	1.37'	66.00'	001°11'11"	0.68'	1.37'	N38°03'02"E
C36	30.38'	33.00'	052°45'11"	16.36'	29.32'	N12°16'02"E
C37	14.06'	481.50'	001°40'24"	7.03'	14.06'	S76°36'04"W
C38	15.65'	17.00'	052°45'11"	8.43'	15.11'	S12°16'02"W
C39	1.70'	82.00'	001°11'11"	0.85'	1.70'	S38°03'02"W
C40	33.82'	82.00'	023°37'40"	17.15'	33.58'	S25°38'36"W
C41	27.22'	66.00'	023°37'42"	13.81'	27.03'	S25°38'37"W
C42	85.47'	82.00'	059°43'04"	47.07'	81.65'	S07°35'56"W

LEGEND

	PROPERTY BOUNDARY
	PROPERTY ADJACENT
	RIGHT OF WAY
	PUBLIC UTILITY EASEMENT (PUE)
	PUBLIC ACCESS EASEMENT (PAE)
	EXISTING PUBLIC UTILITY EASEMENT (PUE)
	1% ANNUAL CHANCE (100-YEAR) FLOODPLAIN
	NO DISTURBANCE CONVEYANCE AREA EASEMENT PER ZONING CONCEPT PLAN
	LOT CORNER - 1/2" IRON ROD SET WITH BLUE PLASTIC CAPS STAMPED "KERR SURVEYING"
	RIGHT OF WAY CENTERLINE "X" SET IN CONCRETE
	BLOCK LABEL
	CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY LINES
	OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
	RECORD INFORMATION
	RIGHT-OF-WAY



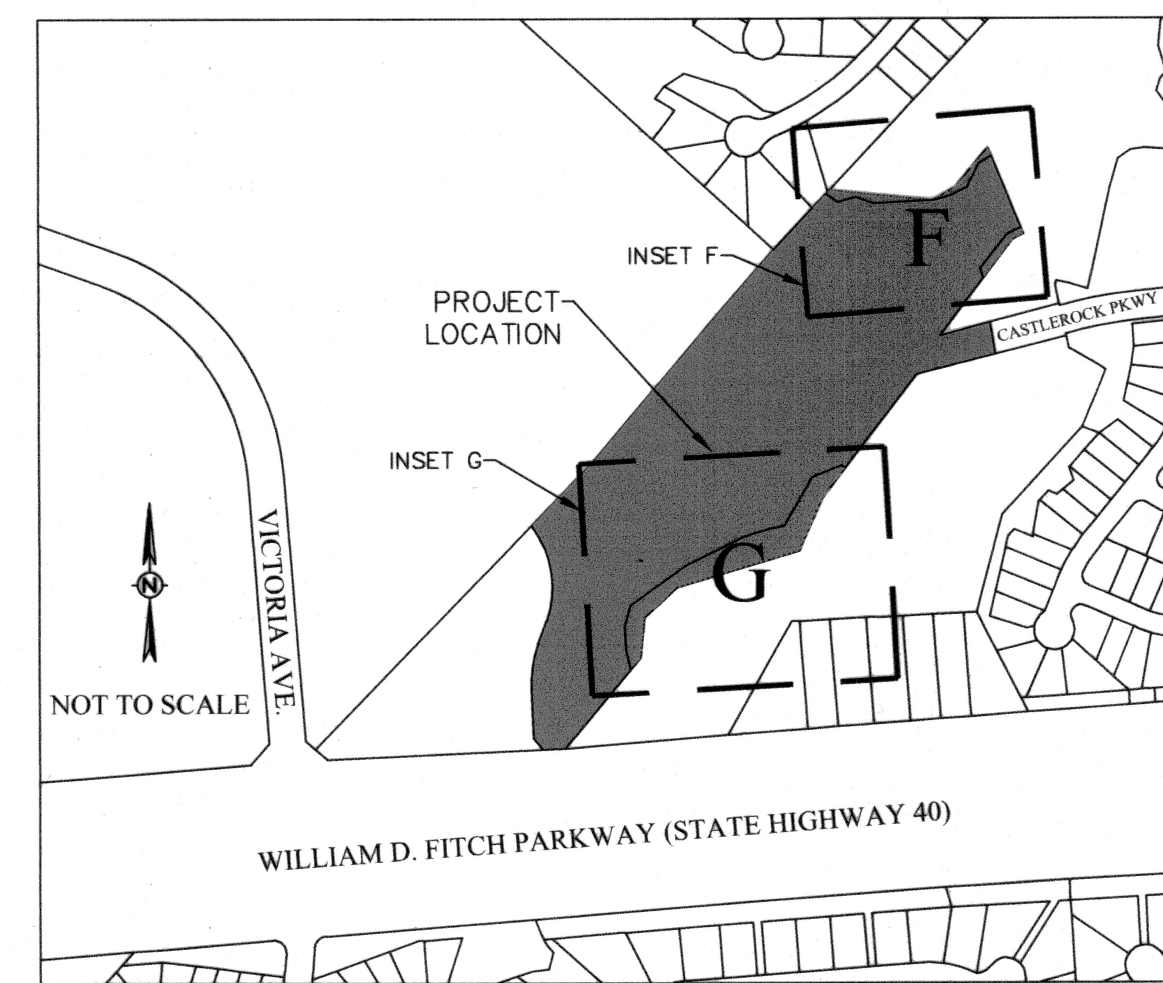
LINE #	LENGTH	DIRECTION
L1	35.82'	N49° 11' 02"W
L2	123.78'	N4° 36' 35"W
L3	58.21'	N17° 34' 43"E
L4	63.26'	N61° 41' 00"E
L5	127.86'	N39° 32' 28"E
L6	30.60'	S64° 46' 47"W
L7	104.82'	N75° 46' 04"E
L8	80.28'	S9° 37' 02"E
L9	108.60'	S47° 17' 22"W
L10	100.09'	S5° 28' 07"W
L11	0.19'	S85° 17' 12"W
L12	47.08'	S86° 14' 30"W
L13	18.10'	N14° 14' 19"W
L14	16.13'	S37° 27' 05"W
L15	28.90'	N74° 45' 01"E
L16	97.23'	N3° 08' 13"W
L17	40.17'	N72° 26' 54"E
L18	24.45'	N83° 48' 15"E
L19	10.67'	S23° 32' 22"E
L20	11.71'	N86° 51' 47"E
L21	4.10'	S69° 53' 02"E
L22	35.07'	S50° 56' 44"E
L23	15.00'	N47° 24' 41"W
L24	53.02'	N4° 34' 08"W
L25	50.98'	S4° 14' 09"E

LINE #	LENGTH	DIRECTION
L26	83.23'	S3° 08' 13"E
L27	27.73'	S89° 05' 36"W
L28	31.19'	S74° 45' 01"W
L29	23.10'	N74° 45' 01"E
L30	25.72'	N55° 50' 21"E
L31	29.10'	N34° 30' 15"E
L32	73.30'	N30° 39' 58"E
L33	17.97'	S3° 08' 13"E
L34	51.67'	N30° 39' 58"E
L35	12.54'	N16° 40' 35"E
L36	5.17'	N74° 45' 01"E
L37	6.61'	N74° 45' 01"E
L38	49.78'	S16° 40' 35"W
L39	31.95'	S82° 17' 25"W
L40	15.00'	N7° 42' 35"W
L41	32.77'	N82° 17' 25"E
L42	54.45'	N62° 32' 56"E
L43	25.00'	S14° 14' 19"E
L44	54.45'	S62° 32' 56"W
L45	30.00'	N47° 24' 41"W
L46	29.87'	S42° 35' 19"W
L47	19.36'	N53° 40' 22"W
L48	51.70'	S75° 17' 44"W
L49	43.94'	N69° 17' 46"W
L50	47.76'	S77° 25' 24"W

LINE #	LENGTH	DIRECTION
L51	57.49'	S63° 03' 48"W
L52	64.43'	S26° 02' 57"W
L53	12.70'	N13° 49' 46"E
L54	43.95'	N38° 38' 38"E
L55	11.23'	N14° 06' 33"W
L56	1.94'	S75° 45' 53"W
L57	11.40'	S14° 06' 33"E
L58	43.95'	S38° 38' 38"W
L59	80.90'	S37° 27' 27"W
L60	12.70'	S13° 49' 46"W
L61	2.00'	S67° 44' 24"W
L62	37.66'	N53° 40' 22"W
L63	48.53'	S75° 17' 44"W
L64	45.99'	N69° 17' 46"W
L65	43.70'	S77° 25' 24"W
L66	48.28'	S63° 03' 48"W
L67	37.01'	S58° 30' 16"W
L68	36.37'	S65° 10' 54"W
L69	55.62'	S39° 04' 27"W
L70	53.69'	S36° 36' 03"W
L71	24.10'	S13° 34' 37"E
L72	12.36'	N52° 38' 06"W
L73	38.63'	S78° 17' 25"W
L74	61.14'	S73° 59' 23"W
L75	51.98'	S64° 31' 33"W

LINE #	LENGTH	DIRECTION
L76	54.38'	S15° 40' 06"W
L77	56.23'	S3° 15' 23"E
L78	50.29'	S13° 44' 43"E
L79	26.92'	S13° 44' 43"E
L80	49.00'	S3° 15' 23"E
L81	40.09'	S15° 40' 06"W
L82	60.27'	S53° 36' 43"W
L83	49.44'	S64° 31' 33"W
L84	57.77'	S73° 59' 23"W
L85	50.17'	S78° 17' 25"W
L86	44.62'	S67° 30' 50"W

VICINITY MAP



FINAL PLAT PHILLIPS SQUARE SUBDIVISION PHASE 2

BLOCK 2, LOTS 1 & 2
BLOCK 3, LOT 1
& 1.18 ACRES RIGHT-OF-WAY DEDICATION
15.958 ACRES
BEING PART OF A 19.74 ACRE TRACT
VOLUME 7366, PAGE 294, ORBCT
ROBERT STEVENSON LEAGUE SURVEY, A-54
COLLEGE STATION, TEXAS

SCALE AS SHOWN
FEBRUARY, 2025

OWNER/DEVELOPER:
GREENS PRAIRIE INVESTORS, LTD
1140 MIDTOWN DRIVE
COLLEGE STATION, TX 77845

SURVEYOR:



Nathan Paul Kerr, RPLS No. 6834
Kerr Surveying, LLC
1718 Briarcrest Dr.
Bryan, TX 77802
(979) 784-3195
TPELS FIRM # 10018500
KERR JOB 23-1052

ENGINEER:



TPEL NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
...
(979) 784-3900
SHEET 4 OF 4



0.007 ACRES

FIELD NOTES DESCRIPTION
OF A
0.007 ACRE TRACT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 0.007 ACRES IN THE ROBERTSON STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 19.74 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GREENS PRAIRIE INVESTORS, LTD. RECORDED IN VOLUME 7366, PAGE 294 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.007 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found at the westerly end of Castle Rock Parkway (variable width right-of-way, 10174/176 OPRBCT) and in the north line of a called 10.416 acre tract of land described in a deed to the City of College Station recorded in Volume 6974, Page 241 (OPRBCT), for a westerly corner of said 19.74 acres;

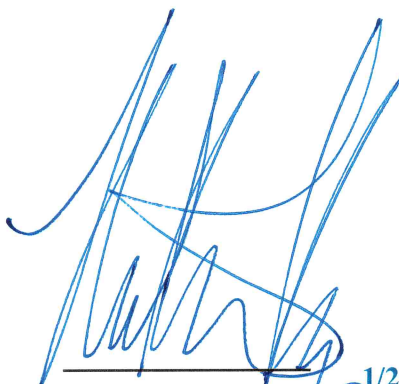
THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following three (3) courses and distances:

- 1) **S 75° 45' 41" W**, for a distance of **199.67 feet** to a 1/2 inch iron rod found bent for a northwesterly corner of said 10.416 acres;
- 2) **S 37° 27' 28" W**, for a distance of **238.44 feet** to the **POINT OF BEGINNING** hereof, from which the City of College Station Monument C594-138 bears N 67° 21' 20" E, a distance of 5,921.45 feet;
- 3) **S 37° 27' 28" W**, for a distance of **99.76 feet** to a point for corner;

THENCE, through said 19.74 acres for the following three (3) courses and distances:

- 1) **N 34° 03' 26" E**, for a distance of **16.71 feet** to a point for corner;
- 2) **N 33° 25' 58" E**, for a distance of **73.90 feet** to a point for corner;
- 3) **N 70° 55' 08" E**, for a distance of **11.21 feet** to the **POINT OF BEGINNING** hereof and containing **0.007 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000099993528386 (calculated using GEIOD12B).


1/22/25
Nathan Paul Kerr
Registered Professional Land Surveyor No. 6834



**KERR
SURVEYING**

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



0.873 ACRES

**FIELD NOTES DESCRIPTION
OF A
0.873 ACRE TRACT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 0.873 ACRES IN THE ROBERTSON STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 19.74 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GREENS PRAIRIE INVESTORS, LTD. RECORDED IN VOLUME 7366, PAGE 294 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.873 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found at the westerly end of Castle Rock Parkway (variable width right-of-way, 10174/176 OPRBCT) and in the north line of a called 10.416 acre tract of land described in a deed to the City of College Station recorded in Volume 6974, Page 241 (OPRBCT), for a westerly corner of said 19.74 acres;

THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following eight (8) courses and distances:

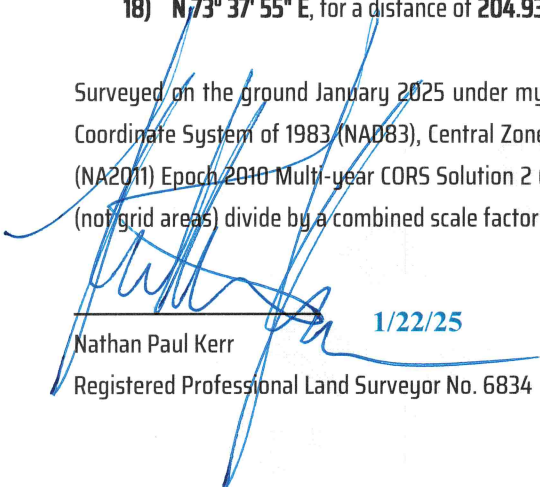
- 1) **S 75° 45' 41" W**, for a distance of **199.67 feet** to a 1/2 inch iron rod found bent for a northwesterly corner of said 10.416 acres;
- 2) **S 37° 27' 28" W**, for a distance of **383.68 feet** to a point for corner;
- 3) **S 24° 08' 01" W**, for a distance of **2.51 feet** to the **POINT OF BEGINNING** hereof, from which the City of College Station Monument C594-138 bears N 66° 39' 13" E, a distance of 6,049.65 feet;
- 4) **S 24° 08' 01" W**, for a distance of **140.62 feet** to a point for corner;
- 5) **S 73° 27' 09" W**, for a distance of **317.77 feet** to a point for corner;
- 6) **S 47° 17' 22" W**, for a distance of **108.60 feet** to a point for corner;
- 7) **S 05° 28' 07" W**, for a distance of **100.09 feet** to a point for corner;
- 8) **S 39° 39' 40" W**, for a distance of **14.36 feet** to a point for corner;

THENCE, through said 19.74 acres for the following eighteen (18) courses and distances:

- 1) **N 29° 02' 44" W**, for a distance of **27.75 feet** to a point for corner;
- 2) **N 07° 11' 18" W**, for a distance of **22.91 feet** to a point for corner;
- 3) **N 02° 43' 39" E**, for a distance of **42.36 feet** to a point for corner;
- 4) **N 46° 57' 34" E**, for a distance of **41.85 feet** to a point for corner;
- 5) **N 48° 22' 40" E**, for a distance of **23.85 feet** to a point for corner;
- 6) **N 31° 16' 27" E**, for a distance of **12.73 feet** to a point for corner;
- 7) **N 12° 40' 49" E**, for a distance of **44.33 feet** to a point for corner;
- 8) **N 02° 36' 13" E**, for a distance of **21.10 feet** to a point for corner;
- 9) **N 61° 46' 53" E**, for a distance of **46.69 feet** to a point for corner;
- 10) **S 88° 12' 39" E**, for a distance of **28.93 feet** to a point for corner;
- 11) **N 61° 23' 57" E**, for a distance of **14.76 feet** to a point for corner;

- 12) N 53° 46' 27" E, for a distance of **27.02 feet** to a point for corner;
- 13) N 33° 21' 52" E, for a distance of **28.26 feet** to a point for corner;
- 14) N 28° 12' 57" E, for a distance of **25.91 feet** to a point for corner;
- 15) N 41° 11' 50" E, for a distance of **38.88 feet** to a point for corner;
- 16) N 64° 57' 28" E, for a distance of **31.07 feet** to a point for corner;
- 17) N 82° 25' 48" E, for a distance of **26.46 feet** to a point for corner;
- 18) N 73° 37' 55" E, for a distance of **204.93 feet** to the **POINT OF BEGINNING** hereof and containing **0.873 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000099993528386 (calculated using GEOID12B).


Nathan Paul Kerr

1/22/25

Registered Professional Land Surveyor No. 6834



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1.181 ACRES

**FIELD NOTES DESCRIPTION
OF A
1.181 ACRE TRACT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 1.181 ACRES IN THE ROBERTSON STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 19.74 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GREENS PRAIRIE INVESTORS, LTD. RECORDED IN VOLUME 7366, PAGE 294 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 1.181 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found at the westerly end of Castle Rock Parkway (variable width right-of-way, 10174/176 OPRBCT) and in the north line of a called 10.416 acre tract of land described in a deed to the City of College Station recorded in Volume 6974, Page 241 (OPRBCT), for a westerly corner of said 19.74 acres;

THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following two (2) courses and distances:

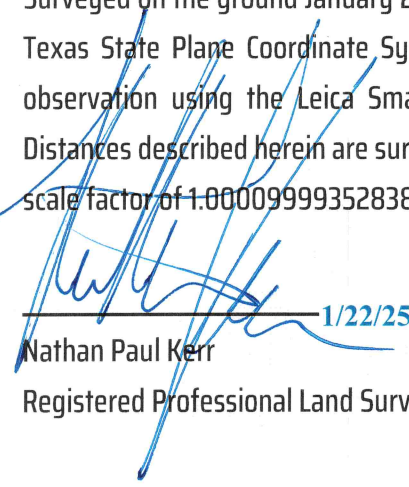
- 1) **S 75° 45' 41" W**, for a distance of **199.67 feet** to a 1/2 inch iron rod found bent for a northwesterly corner of said 10.416 acres and being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument C594-138 bears N 68° 32' 49" E, a distance of 5,715.98 feet;
- 2) **S 37° 27' 28" W**, for a distance of **221.10 feet** to a point for corner;

THENCE, through said 19.74 acres for the following seven (7) courses and distances:

- 1) **S 86° 51' 47" W**, for a distance of **165.45 feet** to a point for corner;
- 2) **N 63° 52' 01" W**, for a distance of **55.65 feet** to a point for corner;
- 3) With a curve to the left, having a radius of **125.00 feet**, an arc length of **63.86 feet**, a delta angle of **29° 16' 12"**, and a chord which bears **N 11° 29' 53" E**, a distance of **63.17 feet**, to a point for corner;
- 4) **N 03° 08' 13" W**, for a distance of **97.23 feet** to a point for corner;
- 5) **N 86° 51' 47" E**, for a distance of **328.43 feet** to a point for corner;

- 6) With a curve to the left, having a radius of **530.00 feet**, an arc length of **10.00 feet**, a delta angle of **01° 04' 51"**, and a chord which bears **N 86° 19' 21" E**, a distance of **10.00 feet**, to a point for corner;
- 7) **S 14° 14' 19" E**, for a distance of **18.10 feet** to the **POINT OF BEGINNING** hereof and containing **1.181 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000099993528386 (calculated using GEOID12B).

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4.84 ACRES

**FIELD NOTES DESCRIPTION
OF A
4.84 ACRE TRACT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 4.84 ACRES IN THE ROBERTSON STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 19.74 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GREENS PRAIRIE INVESTORS, LTD. RECORDED IN VOLUME 7366, PAGE 294 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 4.84 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found at the westerly end of Castle Rock Parkway (variable width right-of-way, 10174/176 OPRBCT) and in the north line of a called 10.416 acre tract of land described in a deed to the City of College Station recorded in Volume 6974, Page 241 (OPRBCT), for a westerly corner of said 19.74 acres;

THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following three (3) courses and distances:

- 1) **S 75° 45' 41" W**, for a distance of **199.67 feet** to a 1/2 inch iron rod found bent for a northwesterly corner of said 10.416 acres;
- 2) **S 37° 27' 28" W**, for a distance of **221.10 feet** to the **POINT OF BEGINNING** hereof, from which the City of College Station Monument C594-138 bears N 67° 26' 22" E, a distance of 5,906.42 feet;
- 3) **S 37° 27' 28" W**, for a distance of **17.34 feet** to a point for corner;

THENCE, through said 19.74 acres for the following three (3) courses and distances:

- 1) **S 70° 55' 08" W**, for a distance of **11.21 feet** to a point for corner;
- 2) **S 33° 25' 58" W**, for a distance of **73.90 feet** to a point for corner;
- 3) **S 34° 03' 26" W**, for a distance of **16.71 feet** to a point for corner on the common line of said 19.74 acres and said 10.416 acres;



0.007 ACRES

FIELD NOTES DESCRIPTION
OF A
0.007 ACRE TRACT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 0.007 ACRES IN THE ROBERTSON STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 19.74 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GREENS PRAIRIE INVESTORS, LTD. RECORDED IN VOLUME 7366, PAGE 294 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.007 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found at the westerly end of Castle Rock Parkway (variable width right-of-way, 10174/176 OPRBCT) and in the north line of a called 10.416 acre tract of land described in a deed to the City of College Station recorded in Volume 6974, Page 241 (OPRBCT), for a westerly corner of said 19.74 acres;

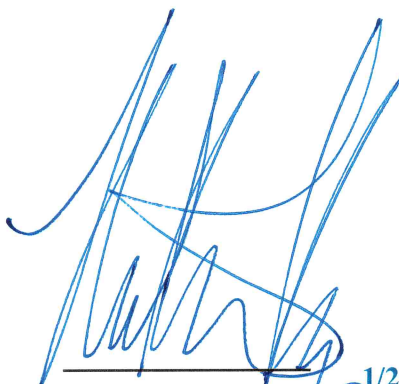
THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following three (3) courses and distances:

- 1) **S 75° 45' 41" W**, for a distance of **199.67 feet** to a 1/2 inch iron rod found bent for a northwesterly corner of said 10.416 acres;
- 2) **S 37° 27' 28" W**, for a distance of **238.44 feet** to the **POINT OF BEGINNING** hereof, from which the City of College Station Monument C594-138 bears N 67° 21' 20" E, a distance of 5,921.45 feet;
- 3) **S 37° 27' 28" W**, for a distance of **99.76 feet** to a point for corner;

THENCE, through said 19.74 acres for the following three (3) courses and distances:

- 1) **N 34° 03' 26" E**, for a distance of **16.71 feet** to a point for corner;
- 2) **N 33° 25' 58" E**, for a distance of **73.90 feet** to a point for corner;
- 3) **N 70° 55' 08" E**, for a distance of **11.21 feet** to the **POINT OF BEGINNING** hereof and containing **0.007 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000099993528386 (calculated using GEIOD12B).


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THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following two (2) courses and distances:

- 1) **S 37° 27' 28" W**, for a distance of **45.49 feet** to a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found;
- 2) **S 24° 08' 01" W**, for a distance of **2.51 feet** to a point for corner;

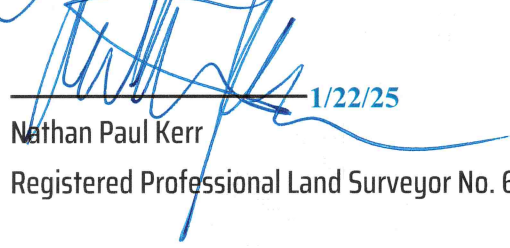
THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following eighteen (18) courses and distances:

- 1) **S 73° 37' 55" W**, for a distance of **204.93 feet** to a point for corner;
- 2) **S 82° 25' 48" W**, for a distance of **26.46 feet** to a point for corner;
- 3) **S 64° 57' 28" W**, for a distance of **31.07 feet** to a point for corner;
- 4) **S 41° 11' 50" W**, for a distance of **38.88 feet** to a point for corner;
- 5) **S 28° 12' 57" W**, for a distance of **25.91 feet** to a point for corner;
- 6) **S 33° 21' 52" W**, for a distance of **28.26 feet** to a point for corner;
- 7) **S 53° 46' 27" W**, for a distance of **27.02 feet** to a point for corner;
- 8) **S 61° 23' 57" W**, for a distance of **14.76 feet** to a point for corner;
- 9) **N 88° 12' 39" W**, for a distance of **28.93 feet** to a point for corner;
- 10) **S 61° 46' 53" W**, for a distance of **46.69 feet** to a point for corner;
- 11) **S 02° 36' 13" W**, for a distance of **21.10 feet** to a point for corner;
- 12) **S 12° 40' 49" W**, for a distance of **44.33 feet** to a point for corner;
- 13) **S 31° 16' 27" W**, for a distance of **12.73 feet** to a point for corner;
- 14) **S 48° 22' 40" W**, for a distance of **23.85 feet** to a point for corner;
- 15) **S 46° 57' 34" W**, for a distance of **41.85 feet** to a point for corner;
- 16) **S 02° 43' 39" W**, for a distance of **42.36 feet** to a point for corner;
- 17) **S 07° 11' 18" E**, for a distance of **22.91 feet** to a point for corner;
- 18) **S 29° 02' 44" E**, for a distance of **27.75 feet** to a point for corner on the common line of said 19.74 acres and said 10.416 acres;

THENCE, with the common line of said 19.74 acres and said 10.416 acres, **S 39° 39' 40" W**, for a distance of **277.01 feet** to a point for corner on the north line of State Highway 40 – William D. Fitch Parkway (right-of-way width varies 5884/13 OPRBCT and TxDOT right-of-way plans), for the southeast corner of said 19.74 acres and

- 5) **N 86° 51' 47" E**, for a distance of **165.45 feet** to the **POINT OF BEGINNING** hereof and containing **4.84 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000099993528386 (calculated using GEOID12B).


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THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following two (2) courses and distances:

- 1) **S 37° 27' 28" W**, for a distance of **45.49 feet** to a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found;
- 2) **S 24° 08' 01" W**, for a distance of **2.51 feet** to a point for corner;

THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following eighteen (18) courses and distances:

- 1) **S 73° 37' 55" W**, for a distance of **204.93 feet** to a point for corner;
- 2) **S 82° 25' 48" W**, for a distance of **26.46 feet** to a point for corner;
- 3) **S 64° 57' 28" W**, for a distance of **31.07 feet** to a point for corner;
- 4) **S 41° 11' 50" W**, for a distance of **38.88 feet** to a point for corner;
- 5) **S 28° 12' 57" W**, for a distance of **25.91 feet** to a point for corner;
- 6) **S 33° 21' 52" W**, for a distance of **28.26 feet** to a point for corner;
- 7) **S 53° 46' 27" W**, for a distance of **27.02 feet** to a point for corner;
- 8) **S 61° 23' 57" W**, for a distance of **14.76 feet** to a point for corner;
- 9) **N 88° 12' 39" W**, for a distance of **28.93 feet** to a point for corner;
- 10) **S 61° 46' 53" W**, for a distance of **46.69 feet** to a point for corner;
- 11) **S 02° 36' 13" W**, for a distance of **21.10 feet** to a point for corner;
- 12) **S 12° 40' 49" W**, for a distance of **44.33 feet** to a point for corner;
- 13) **S 31° 16' 27" W**, for a distance of **12.73 feet** to a point for corner;
- 14) **S 48° 22' 40" W**, for a distance of **23.85 feet** to a point for corner;
- 15) **S 46° 57' 34" W**, for a distance of **41.85 feet** to a point for corner;
- 16) **S 02° 43' 39" W**, for a distance of **42.36 feet** to a point for corner;
- 17) **S 07° 11' 18" E**, for a distance of **22.91 feet** to a point for corner;
- 18) **S 29° 02' 44" E**, for a distance of **27.75 feet** to a point for corner on the common line of said 19.74 acres and said 10.416 acres;

THENCE, with the common line of said 19.74 acres and said 10.416 acres, **S 39° 39' 40" W**, for a distance of **277.01 feet** to a point for corner on the north line of State Highway 40 – William D. Fitch Parkway (right-of-way width varies 5884/13 OPRBCT and TxDOT right-of-way plans), for the southeast corner of said 19.74 acres and



0.007 ACRES

**FIELD NOTES DESCRIPTION
OF A
0.007 ACRE TRACT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 0.007 ACRES IN THE ROBERTSON STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 19.74 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GREENS PRAIRIE INVESTORS, LTD. RECORDED IN VOLUME 7366, PAGE 294 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.007 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found at the westerly end of Castle Rock Parkway (variable width right-of-way, 10174/176 OPRBCT) and in the north line of a called 10.416 acre tract of land described in a deed to the City of College Station recorded in Volume 6974, Page 241 (OPRBCT), for a westerly corner of said 19.74 acres;

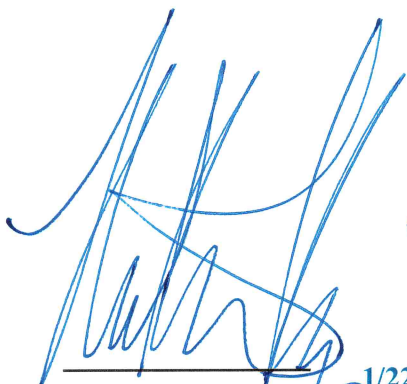
THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following three (3) courses and distances:

- 1) **S 75° 45' 41" W**, for a distance of **199.67 feet** to a 1/2 inch iron rod found bent for a northwesterly corner of said 10.416 acres;
- 2) **S 37° 27' 28" W**, for a distance of **238.44 feet** to the **POINT OF BEGINNING** hereof, from which the City of College Station Monument C594-138 bears N 67° 21' 20" E, a distance of 5,921.45 feet;
- 3) **S 37° 27' 28" W**, for a distance of **99.76 feet** to a point for corner;

THENCE, through said 19.74 acres for the following three (3) courses and distances:

- 1) **N 34° 03' 26" E**, for a distance of **16.71 feet** to a point for corner;
- 2) **N 33° 25' 58" E**, for a distance of **73.90 feet** to a point for corner;
- 3) **N 70° 55' 08" E**, for a distance of **11.21 feet** to the **POINT OF BEGINNING** hereof and containing **0.007 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000099993528386 (calculated using GEOID12B).


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0.873 ACRES

**FIELD NOTES DESCRIPTION
OF A
0.873 ACRE TRACT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 0.873 ACRES IN THE ROBERTSON STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 19.74 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GREENS PRAIRIE INVESTORS, LTD. RECORDED IN VOLUME 7366, PAGE 294 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.873 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found at the westerly end of Castle Rock Parkway (variable width right-of-way, 10174/176 OPRBCT) and in the north line of a called 10.416 acre tract of land described in a deed to the City of College Station recorded in Volume 6974, Page 241 (OPRBCT), for a westerly corner of said 19.74 acres;

THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following eight (8) courses and distances:

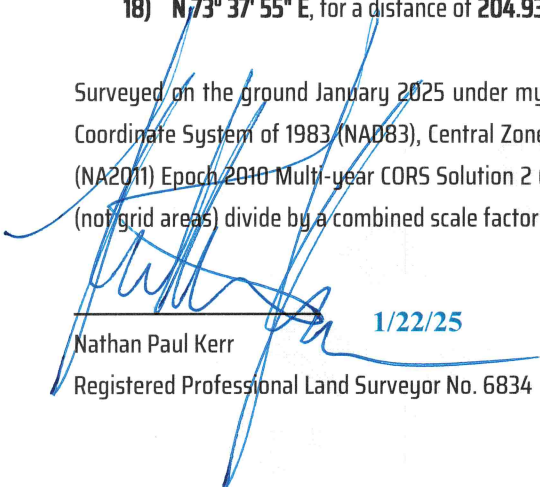
- 1) **S 75° 45' 41" W**, for a distance of **199.67 feet** to a 1/2 inch iron rod found bent for a northwesterly corner of said 10.416 acres;
- 2) **S 37° 27' 28" W**, for a distance of **383.68 feet** to a point for corner;
- 3) **S 24° 08' 01" W**, for a distance of **2.51 feet** to the **POINT OF BEGINNING** hereof, from which the City of College Station Monument C594-138 bears N 66° 39' 13" E, a distance of 6,049.65 feet;
- 4) **S 24° 08' 01" W**, for a distance of **140.62 feet** to a point for corner;
- 5) **S 73° 27' 09" W**, for a distance of **317.77 feet** to a point for corner;
- 6) **S 47° 17' 22" W**, for a distance of **108.60 feet** to a point for corner;
- 7) **S 05° 28' 07" W**, for a distance of **100.09 feet** to a point for corner;
- 8) **S 39° 39' 40" W**, for a distance of **14.36 feet** to a point for corner;

THENCE, through said 19.74 acres for the following eighteen (18) courses and distances:

- 1) **N 29° 02' 44" W**, for a distance of **27.75 feet** to a point for corner;
- 2) **N 07° 11' 18" W**, for a distance of **22.91 feet** to a point for corner;
- 3) **N 02° 43' 39" E**, for a distance of **42.36 feet** to a point for corner;
- 4) **N 46° 57' 34" E**, for a distance of **41.85 feet** to a point for corner;
- 5) **N 48° 22' 40" E**, for a distance of **23.85 feet** to a point for corner;
- 6) **N 31° 16' 27" E**, for a distance of **12.73 feet** to a point for corner;
- 7) **N 12° 40' 49" E**, for a distance of **44.33 feet** to a point for corner;
- 8) **N 02° 36' 13" E**, for a distance of **21.10 feet** to a point for corner;
- 9) **N 61° 46' 53" E**, for a distance of **46.69 feet** to a point for corner;
- 10) **S 88° 12' 39" E**, for a distance of **28.93 feet** to a point for corner;
- 11) **N 61° 23' 57" E**, for a distance of **14.76 feet** to a point for corner;

- 12) N 53° 46' 27" E, for a distance of **27.02 feet** to a point for corner;
- 13) N 33° 21' 52" E, for a distance of **28.26 feet** to a point for corner;
- 14) N 28° 12' 57" E, for a distance of **25.91 feet** to a point for corner;
- 15) N 41° 11' 50" E, for a distance of **38.88 feet** to a point for corner;
- 16) N 64° 57' 28" E, for a distance of **31.07 feet** to a point for corner;
- 17) N 82° 25' 48" E, for a distance of **26.46 feet** to a point for corner;
- 18) N 73° 37' 55" E, for a distance of **204.93 feet** to the **POINT OF BEGINNING** hereof and containing **0.873 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000099993528386 (calculated using GEOID12B).


Nathan Paul Kerr

1/22/25

Registered Professional Land Surveyor No. 6834



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1.181 ACRES

**FIELD NOTES DESCRIPTION
OF A
1.181 ACRE TRACT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 1.181 ACRES IN THE ROBERTSON STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 19.74 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GREENS PRAIRIE INVESTORS, LTD. RECORDED IN VOLUME 7366, PAGE 294 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 1.181 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found at the westerly end of Castle Rock Parkway (variable width right-of-way, 10174/176 OPRBCT) and in the north line of a called 10.416 acre tract of land described in a deed to the City of College Station recorded in Volume 6974, Page 241 (OPRBCT), for a westerly corner of said 19.74 acres;

THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following two (2) courses and distances:

- 1) **S 75° 45' 41" W**, for a distance of **199.67 feet** to a 1/2 inch iron rod found bent for a northwesterly corner of said 10.416 acres and being the **POINT OF BEGINNING** hereof, from which the City of College Station Monument C594-138 bears N 68° 32' 49" E, a distance of 5,715.98 feet;
- 2) **S 37° 27' 28" W**, for a distance of **221.10 feet** to a point for corner;

THENCE, through said 19.74 acres for the following seven (7) courses and distances:

- 1) **S 86° 51' 47" W**, for a distance of **165.45 feet** to a point for corner;
- 2) **N 63° 52' 01" W**, for a distance of **55.65 feet** to a point for corner;
- 3) With a curve to the left, having a radius of **125.00 feet**, an arc length of **63.86 feet**, a delta angle of **29° 16' 12"**, and a chord which bears **N 11° 29' 53" E**, a distance of **63.17 feet**, to a point for corner;
- 4) **N 03° 08' 13" W**, for a distance of **97.23 feet** to a point for corner;
- 5) **N 86° 51' 47" E**, for a distance of **328.43 feet** to a point for corner;

- 6) With a curve to the left, having a radius of **530.00 feet**, an arc length of **10.00 feet**, a delta angle of **01° 04' 51"**, and a chord which bears **N 86° 19' 21" E**, a distance of **10.00 feet**, to a point for corner;
- 7) **S 14° 14' 19" E**, for a distance of **18.10 feet** to the **POINT OF BEGINNING** hereof and containing **1.181 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000099993528386 (calculated using GEOID12B).


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4.84 ACRES

**FIELD NOTES DESCRIPTION
OF A
4.84 ACRE TRACT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 4.84 ACRES IN THE ROBERTSON STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 19.74 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GREENS PRAIRIE INVESTORS, LTD. RECORDED IN VOLUME 7366, PAGE 294 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 4.84 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found at the westerly end of Castle Rock Parkway (variable width right-of-way, 10174/176 OPRBCT) and in the north line of a called 10.416 acre tract of land described in a deed to the City of College Station recorded in Volume 6974, Page 241 (OPRBCT), for a westerly corner of said 19.74 acres;

THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following three (3) courses and distances:

- 1) S 75° 45' 41" W**, for a distance of **199.67 feet** to a 1/2 inch iron rod found bent for a northwesterly corner of said 10.416 acres;
- 2) S 37° 27' 28" W**, for a distance of **221.10 feet** to the **POINT OF BEGINNING** hereof, from which the City of College Station Monument C594-138 bears N 67° 26' 22" E, a distance of 5,906.42 feet;
- 3) S 37° 27' 28" W**, for a distance of **17.34 feet** to a point for corner;

THENCE, through said 19.74 acres for the following three (3) courses and distances:

- 1) S 70° 55' 08" W**, for a distance of **11.21 feet** to a point for corner;
- 2) S 33° 25' 58" W**, for a distance of **73.90 feet** to a point for corner;
- 3) S 34° 03' 26" W**, for a distance of **16.71 feet** to a point for corner on the common line of said 19.74 acres and said 10.416 acres;



0.007 ACRES

**FIELD NOTES DESCRIPTION
OF A
0.007 ACRE TRACT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 0.007 ACRES IN THE ROBERTSON STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 19.74 ACRE TRACT OF LAND DESCRIBED IN A DEED TO GREENS PRAIRIE INVESTORS, LTD. RECORDED IN VOLUME 7366, PAGE 294 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.007 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found at the westerly end of Castle Rock Parkway (variable width right-of-way, 10174/176 OPRBCT) and in the north line of a called 10.416 acre tract of land described in a deed to the City of College Station recorded in Volume 6974, Page 241 (OPRBCT), for a westerly corner of said 19.74 acres;

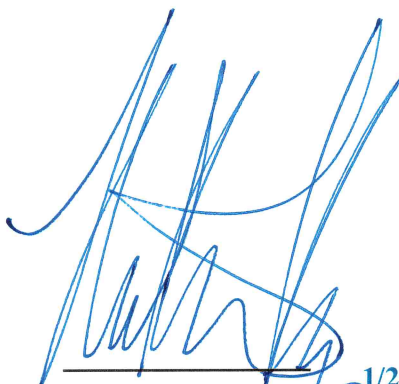
THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following three (3) courses and distances:

- 1) **S 75° 45' 41" W**, for a distance of **199.67 feet** to a 1/2 inch iron rod found bent for a northwesterly corner of said 10.416 acres;
- 2) **S 37° 27' 28" W**, for a distance of **238.44 feet** to the **POINT OF BEGINNING** hereof, from which the City of College Station Monument C594-138 bears N 67° 21' 20" E, a distance of 5,921.45 feet;
- 3) **S 37° 27' 28" W**, for a distance of **99.76 feet** to a point for corner;

THENCE, through said 19.74 acres for the following three (3) courses and distances:

- 1) **N 34° 03' 26" E**, for a distance of **16.71 feet** to a point for corner;
- 2) **N 33° 25' 58" E**, for a distance of **73.90 feet** to a point for corner;
- 3) **N 70° 55' 08" E**, for a distance of **11.21 feet** to the **POINT OF BEGINNING** hereof and containing **0.007 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000099993528386 (calculated using GEOID12B).


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Registered Professional Land Surveyor No. 6834
1/22/25



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THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following two (2) courses and distances:

- 1) **S 37° 27' 28" W**, for a distance of **45.49 feet** to a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found;
- 2) **S 24° 08' 01" W**, for a distance of **2.51 feet** to a point for corner;

THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following eighteen (18) courses and distances:

- 1) **S 73° 37' 55" W**, for a distance of **204.93 feet** to a point for corner;
- 2) **S 82° 25' 48" W**, for a distance of **26.46 feet** to a point for corner;
- 3) **S 64° 57' 28" W**, for a distance of **31.07 feet** to a point for corner;
- 4) **S 41° 11' 50" W**, for a distance of **38.88 feet** to a point for corner;
- 5) **S 28° 12' 57" W**, for a distance of **25.91 feet** to a point for corner;
- 6) **S 33° 21' 52" W**, for a distance of **28.26 feet** to a point for corner;
- 7) **S 53° 46' 27" W**, for a distance of **27.02 feet** to a point for corner;
- 8) **S 61° 23' 57" W**, for a distance of **14.76 feet** to a point for corner;
- 9) **N 88° 12' 39" W**, for a distance of **28.93 feet** to a point for corner;
- 10) **S 61° 46' 53" W**, for a distance of **46.69 feet** to a point for corner;
- 11) **S 02° 36' 13" W**, for a distance of **21.10 feet** to a point for corner;
- 12) **S 12° 40' 49" W**, for a distance of **44.33 feet** to a point for corner;
- 13) **S 31° 16' 27" W**, for a distance of **12.73 feet** to a point for corner;
- 14) **S 48° 22' 40" W**, for a distance of **23.85 feet** to a point for corner;
- 15) **S 46° 57' 34" W**, for a distance of **41.85 feet** to a point for corner;
- 16) **S 02° 43' 39" W**, for a distance of **42.36 feet** to a point for corner;
- 17) **S 07° 11' 18" E**, for a distance of **22.91 feet** to a point for corner;
- 18) **S 29° 02' 44" E**, for a distance of **27.75 feet** to a point for corner on the common line of said 19.74 acres and said 10.416 acres;

THENCE, with the common line of said 19.74 acres and said 10.416 acres, **S 39° 39' 40" W**, for a distance of **277.01 feet** to a point for corner on the north line of State Highway 40 – William D. Fitch Parkway (right-of-way width varies 5884/13 OPRBCT and TxDOT right-of-way plans), for the southeast corner of said 19.74 acres and

- 5) **N 86° 51' 47" E**, for a distance of **165.45 feet** to the **POINT OF BEGINNING** hereof and containing **4.84 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000099993528386 (calculated using GEOID12B).


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THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following two (2) courses and distances:

- 1) **S 37° 27' 28" W**, for a distance of **45.49 feet** to a 5/8 inch iron rod with an orange plastic cap stamped "CARLOMAGNO RPLS 1562" found;
- 2) **S 24° 08' 01" W**, for a distance of **2.51 feet** to a point for corner;

THENCE, with the common line of said 19.74 acres and said 10.416 acres for the following eighteen (18) courses and distances:

- 1) **S 73° 37' 55" W**, for a distance of **204.93 feet** to a point for corner;
- 2) **S 82° 25' 48" W**, for a distance of **26.46 feet** to a point for corner;
- 3) **S 64° 57' 28" W**, for a distance of **31.07 feet** to a point for corner;
- 4) **S 41° 11' 50" W**, for a distance of **38.88 feet** to a point for corner;
- 5) **S 28° 12' 57" W**, for a distance of **25.91 feet** to a point for corner;
- 6) **S 33° 21' 52" W**, for a distance of **28.26 feet** to a point for corner;
- 7) **S 53° 46' 27" W**, for a distance of **27.02 feet** to a point for corner;
- 8) **S 61° 23' 57" W**, for a distance of **14.76 feet** to a point for corner;
- 9) **N 88° 12' 39" W**, for a distance of **28.93 feet** to a point for corner;
- 10) **S 61° 46' 53" W**, for a distance of **46.69 feet** to a point for corner;
- 11) **S 02° 36' 13" W**, for a distance of **21.10 feet** to a point for corner;
- 12) **S 12° 40' 49" W**, for a distance of **44.33 feet** to a point for corner;
- 13) **S 31° 16' 27" W**, for a distance of **12.73 feet** to a point for corner;
- 14) **S 48° 22' 40" W**, for a distance of **23.85 feet** to a point for corner;
- 15) **S 46° 57' 34" W**, for a distance of **41.85 feet** to a point for corner;
- 16) **S 02° 43' 39" W**, for a distance of **42.36 feet** to a point for corner;
- 17) **S 07° 11' 18" E**, for a distance of **22.91 feet** to a point for corner;
- 18) **S 29° 02' 44" E**, for a distance of **27.75 feet** to a point for corner on the common line of said 19.74 acres and said 10.416 acres;

THENCE, with the common line of said 19.74 acres and said 10.416 acres, **S 39° 39' 40" W**, for a distance of **277.01 feet** to a point for corner on the north line of State Highway 40 – William D. Fitch Parkway (right-of-way width varies 5884/13 OPRBCT and TxDOT right-of-way plans), for the southeast corner of said 19.74 acres and

being the southwest corner of said 10.416 acres, from which a 5/8 inch iron rod with a broken orange cap found bears N 43° 17' 33" E, a distance of 0.63 feet;

THENCE, with the common line of State Highway 40 and said 19.74 acres for the following two (2) courses and distances:

- 1) **S 85° 17' 12" W**, for a distance of **0.19 feet** to a concrete right-of-way marker found;
- 2) **S 86° 14' 30" W**, for a distance of **47.08 feet** to a point for corner for the south corner hereof;

THENCE, through said 19.74 acres for the following five (5) courses and distances:

- 1) **N 49° 11' 02" W**, for a distance of **35.62 feet** to a point for corner;
- 2) **N 04° 36' 35" W**, for a distance of **123.78 feet** to a point for corner;
- 3) With a curve to the right, having a radius of **305.80 feet**, an arc length of **118.42 feet**, a delta angle of **22° 11' 18"**, and a chord which bears **N 06° 29' 04" E**, a distance of **117.69 feet**, to a point for corner;
- 4) **N 17° 34' 43" E**, for a distance of **58.21 feet** to a point for corner;
- 5) With a curve to the left, having a radius of **253.64 feet**, an arc length of **246.66 feet**, a delta angle of **55° 43' 03"**, and a chord which bears **N 10° 16' 48" W**, a distance of **237.05 feet**, to a point for corner on the common line of said 19.74 acres and a portion of the remainder of a called 117.5 acre tract of land described in a deed to Ann Duke et al. recorded in Volume 11809, Page 184 (OPRBCT), for the northwest corner hereof, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears S 42° 35' 24" W, a distance of 72.32 feet;

THENCE, with the common line of said 19.74 acres and said portion of the remainder of 117.5 acres, **N 42° 35' 19" E**, for a distance of **213.66 feet** to a point for corner;

THENCE, through said 19.74 acres for the following five (5) courses and distances:

- 1) **S 26° 32' 51" E**, for a distance of **186.29 feet** to a point for corner;
- 2) **N 63° 27' 09" E**, for a distance of **372.76 feet** to a point for corner;
- 3) With a curve to the left, having a radius of **125.00 feet**, an arc length of **81.42 feet**, a delta angle of **37° 19' 10"**, and a chord which bears **N 44° 47' 34" E**, a distance of **79.99 feet**, to a point for corner;
- 4) **S 63° 52' 01" E**, for a distance of **55.65 feet** to a point for corner;

being the southwest corner of said 10.416 acres, from which a 5/8 inch iron rod with a broken orange cap found bears N 43° 17' 33" E, a distance of 0.63 feet;

THENCE, with the common line of State Highway 40 and said 19.74 acres for the following two (2) courses and distances:

- 1) **S 85° 17' 12" W**, for a distance of **0.19 feet** to a concrete right-of-way marker found;
- 2) **S 86° 14' 30" W**, for a distance of **47.08 feet** to a point for corner for the south corner hereof;

THENCE, through said 19.74 acres for the following five (5) courses and distances:

- 1) **N 49° 11' 02" W**, for a distance of **35.62 feet** to a point for corner;
- 2) **N 04° 36' 35" W**, for a distance of **123.78 feet** to a point for corner;
- 3) With a curve to the right, having a radius of **305.80 feet**, an arc length of **118.42 feet**, a delta angle of **22° 11' 18"**, and a chord which bears **N 06° 29' 04" E**, a distance of **117.69 feet**, to a point for corner;
- 4) **N 17° 34' 43" E**, for a distance of **58.21 feet** to a point for corner;
- 5) With a curve to the left, having a radius of **253.64 feet**, an arc length of **246.66 feet**, a delta angle of **55° 43' 03"**, and a chord which bears **N 10° 16' 48" W**, a distance of **237.05 feet**, to a point for corner on the common line of said 19.74 acres and a portion of the remainder of a called 117.5 acre tract of land described in a deed to Ann Duke et al. recorded in Volume 11809, Page 184 (OPRBCT), for the northwest corner hereof, from which a 1/2 inch iron rod with a blue plastic cap stamped "KERR SURVEYING" found bears **S 42° 35' 24" W**, a distance of 72.32 feet;

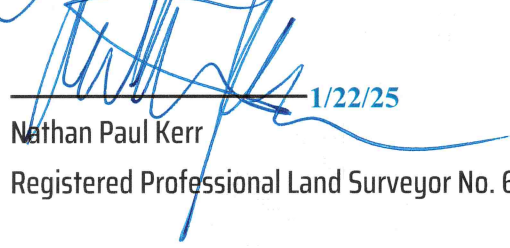
THENCE, with the common line of said 19.74 acres and said portion of the remainder of 117.5 acres, **N 42° 35' 19" E**, for a distance of **213.66 feet** to a point for corner;

THENCE, through said 19.74 acres for the following five (5) courses and distances:

- 1) **S 26° 32' 51" E**, for a distance of **186.29 feet** to a point for corner;
- 2) **N 63° 27' 09" E**, for a distance of **372.76 feet** to a point for corner;
- 3) With a curve to the left, having a radius of **125.00 feet**, an arc length of **81.42 feet**, a delta angle of **37° 19' 10"**, and a chord which bears **N 44° 47' 34" E**, a distance of **79.99 feet**, to a point for corner;
- 4) **S 63° 52' 01" E**, for a distance of **55.65 feet** to a point for corner;

- 5) **N 86° 51' 47" E**, for a distance of **165.45 feet** to the **POINT OF BEGINNING** hereof and containing **4.84 acres**, more or less.

Surveyed on the ground January 2025 under my supervision. The bearing basis for this survey is based on the Texas State Plane Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.000099993528386 (calculated using GEOID12B).


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May 22, 2025
Item No. 9.3.
Standards of Care Ordinance

Sponsor: Gene Ballew, Assistant Director Parks & Recreation

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance adopting the standards of care for the City's Parks and Recreation Department's elementary age (5-13) Youth Recreational Program in compliance with the exemptions for childcare licensing according to Texas Human Resources Code Section 42.041(b)(14).

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s): Staff recommends Council adopt the proposed Standards of Care Ordinance

Summary: The Texas Human Resource Code, Section 42.041(b)(14), establishes requirements to exempt recreational day camp programs operated by municipalities for elementary age (5-13) children from State childcare licensing.

Services provided by the College Station Parks and Recreation Department are recreational in nature, are not child-care facilities and meet all exemptions to this legislation.

To receive exempt status from requirements of the Texas Human Resources Code, a municipality must annually submit a copy of the Standards of Care, a notice of a public hearing and a copy of the ordinance adopting the standards.

The Standards of Care provide minimum guidelines and include:

- Staff ratios
- Minimum staff qualifications
- Minimum facility, health, and safety standards
- Mechanisms for monitoring and enforcing the adopted local standards
- Notice to parents that the day camp program is not licensed by the state

The ordinance is presented to the City Council for consideration each year.

Budget & Financial Summary: N/A

Attachments:

1. 2025 - Standards Of Care Ordinance

ORDINANCE NO. _____

AN ORDINANCE ADOPTING LOCAL STANDARDS OF CARE FOR THE CITY OF COLLEGE STATION PARKS AND RECREATION DEPARTMENT'S ELEMENTARY AGE (5 TO 13) YOUTH RECREATION PROGRAMS; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That the Ordinance in **Exhibit “A”** is attached hereto and is made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 22nd day of May, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

EXHIBIT A
LOCAL STANDARDS OF CARE ORDINANCE

PART 1. AUTHORITY.

The Council adopts these local standards of care for the Parks and Recreation Department children's recreational programs under Texas Human Resources Code Section 42.041(b)(14) (Required License and Accreditation) and its home rule authority.

PART 2. DEFINITIONS.

In this ordinance:

- (A) RECREATION ASSISTANT means a person responsible for the direct care or administration, clerical support, food preparation, or Facility maintenance.
- (B) DEPARTMENT means the Parks and Recreation Department.
- (C) DIRECTOR means the director of the Parks and Recreation Department.
- (D) DESIGNEE means a person appointed by the Director to act on the Director's behalf.
- (E) FACILITY means a building or improvement operated or used by the Department in conducting a Recreational Program.
- (F) PARTICIPANT means a child aged five (5) to thirteen (13) years old who is enrolled in a Recreational Program and is under the supervision of Department staff.
- (G) RECREATIONAL PROGRAM OR PROGRAM means a fee-based children's program or activity offered and supervised by the Department that requires a Participant to enroll or register to participate.
- (H) STAFF means a person who is employed by the Department to work in a Recreational Program.
- (I) VOLUNTEER means a person assisting without remuneration in the care or supervision of Participants.

PART 3. PROGRAM ADMINISTRATION.

- (A) The Department shall operate Recreational Programs in compliance with this Ordinance and the Department's rules adopted under this Ordinance.
- (B) The Director, or Designee, shall administer the programs.

PART 4. PROGRAM RULES; MONITORING.

- (A) The Director shall adopt rules relating to the operation of the programs. A rule adopted under this Ordinance may be more restrictive than the minimum standards adopted by this Ordinance.
- (B) The Director shall monitor the programs to ensure compliance with the standards adopted in this Ordinance and the rules.

PART 5. REQUIRED SUPERVISION FOR NON-AQUATIC RECREATIONAL PROGRAMS.

- (A) Except as provided in Subsection (B), the Department shall provide Recreation Assistants during a Recreational Program at a minimum as follows:
 - (1) One Recreation Assistant for each twelve (12) Participants between the ages of five (5) and nine (9) years old; and
 - (2) One Recreation Assistant for each fifteen (15) Participants between the ages of ten (10) and thirteen (13) years old.
- (B) The Department shall provide activity leaders during a Recreational Program designed for Participants with a disability at a minimum as follows:
 - (1) One Recreation Assistant for each four Participants between the ages of five (5) and twelve (12); and
 - (2) One Recreation Assistant for each eight Participants between the ages of twelve (12) and thirteen (13) years old.

PART 7. REQUIREMENTS FOR ACTIVITY LEADERS.

- (A) The Department shall provide a minimum of one Recreation Assistant for each class or group enrolled in a Recreational Program.
- (B) A Recreation Assistant must be at least sixteen (16) years old.
- (C) A Recreation Assistant must retain the following certification from a nationally recognized organization approved by the Director:

- (1) cardiopulmonary resuscitation for adults, children and infants;
- (2) use of an automated external defibrillator; and
- (3) first aid.

PART 8. STAFF AND VOLUNTEER TRAINING REQUIREMENTS.

- (A) The Director shall establish training requirements for all Staff and Volunteers who provide direct care or supervision to Participants.
- (B) At least one Staff member at each Facility must have current training in first aid, automated external defibrillator, and cardiopulmonary resuscitation for adults, children and infants from a nationally recognized program that has been approved by the Director.

PART 9. PERSONNEL RESTRICTION.

- (A) A person may not be employed or serve as a Volunteer in a Recreational Program if:
 - (1) the person would be barred from being present at a child care operation while children are in care under the Texas Administrative Code, Title 26, Part 1, Chapter 745 (Licensing); or
 - (2) The Director determines that, based on the criminal history and other relevant and credible information, the person poses a risk to the safety or health of Participants.
- (B) The Director may obtain a criminal history record of any employee or Volunteer working or applying to work in a Recreational Program.

PART 10. FACILITY OPERATION; PHYSICAL ENVIRONMENT.

- (A) The Department may not operate a Recreational Program at a Facility unless the Facility meets the following requirements:
 - (1) The Facility and equipment used in the Program do not present fire, health, or safety hazards and are kept free of refuse and debris;
 - (2) The Facility is inspected annually for safety by the Department;
 - (3) The Facility is kept free of insects, rodents, and stray animals;
 - (4) The Facility has clearly marked emergency exits;
 - (5) The Facility has a disaster and evacuation procedure posted in a visible location;

- (6) The Facility is used and maintained in accordance with the fire prevention requirements of Chapter 16 of the Code of Ordinances (Fire Prevention and Protection) and the fire chief's directives, including not fewer than four fire drills each year;
 - (7) First aid and infection control kit are kept at the Facility, including sufficient additional kits to be taken to other locations at which Participants engage in a Program activity;
 - (8) First aid guidelines are on file and visibly posted at the Facility, including: (a) cardio pulmonary resuscitation and rescue breathing sequence guidelines; (b) first aid review; and (c) emergency action plans; and
 - (9) The Facility has a sufficient number of restrooms that are equipped for independent use by children and that are designed to permit Staff supervision if necessary.
- (B) The Department shall maintain a campground or primitive Facility used for a Recreation Program in compliance with the requirements of Subsection (A) to the extent possible.
- (C) The Department shall maintain equipment used in the programs in good condition. Department Staff shall remove a defective tool, machinery, appliance, or other equipment and report the defective item to a supervisor. Unauthorized Staff may not repair defective equipment.

PART 11. PHYSICAL HEALTH STANDARDS.

- (A) A Staff member shall supervise a Participant who is ill or injured until a parent or other authorized adult removes the Participant from the Facility.
- (B) Staff shall keep a Participant whose illness or medical condition would compromise the health or safety of the others separate from the others until the child is removed from the Facility.
- (C) Staff shall call a Participant's parent or guardian if Participant has an oral temperature of 100.4 degrees Fahrenheit or greater, accompanied by behavior changes or other signs or symptoms of illness.
- (D) Staff may not admit or readmit a Participant whose illness or medical condition prevents the Participant from comfortably participating in program activities or places other Participants at risk to the Facility for the duration of the illness or condition.
- (E) In the case of an acute illness or injury to a Participant, Staff shall call for an emergency vehicle to transport the Participant to an authorized medical facility.

PART 12. MEDICATION STANDARDS.

- (A) A Staff member may not administer medication to a Participant without a parental medication authorization. Staff may not administer medication that is not in its original container or past the expiration date on the container.
- (B) A Staff member may not administer an injection or an amount of medication that is inconsistent with the prescribed dosage. A Staff member may administer an epinephrine auto-injector device if the Staff member has completed training approved by the Department.
- (C) A Staff member may not accept more than a daily supply of medication for a Participant and the member shall return the unused medication to the parent on at the end of the day.
- (D) Staff must keep medication in a locked and secured location that is not accessible by Participants.
- (E) A Staff member shall maintain a medication log that includes the name of the child to whom the medication is administered, the time the medication is dispensed, and the name of the person dispensing the medication.

PART 13. DISTRIBUTION OF STANDARDS.

- (A) The Department shall post and make available copies of the standards adopted in this Ordinance or by rules adopted under this Ordinance.
- (B) The Department shall inform parents or guardians of each Participant that the Recreational Programs are not licensed by the state. The programs may not be advertised as child-care facilities.

PART 14. ENFORCEMENT.

The Director or Designee shall monitor and enforce this Ordinance and the standards herein required by law.

May 22, 2025
Item No. 9.4.
Brazos County MUD #12

Sponsor: Jennifer Prochazka, Assistant City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding Brazos County MUD #12.

Relationship to Strategic Goals:

Recommendation(s): N/A

Summary: N/A

Budget & Financial Summary: N/A

Attachments:

1. HB 15735 - Brazos Count MUD #12

By: _____

____.B. No. _____

A BILL TO BE ENTITLED

AN ACT

relating to the creation of the Brazos County Municipal Utility District No. 12; granting a limited power of eminent domain; providing authority to issue bonds; providing authority to impose assessments, fees, and taxes.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Subtitle F, Title 6, Special District Local Laws Code, is amended by adding Chapter 7891 to read as follows:

CHAPTER 7891. BRAZOS COUNTY MUNICIPAL UTILITY DISTRICT NO. 12

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 7891.0101. DEFINITIONS. In this chapter:

(1) "Board" means the district's board of directors.

(2) "Commission" means the Texas Commission on Environmental Quality.

(3) "Director" means a board member.

(4) "District" means the Brazos County Municipal Utility District No. 12.

Sec. 7891.0102. NATURE OF DISTRICT. The district is a municipal utility district created under Section 59, Article XVI, Texas Constitution.

Sec. 7891.0103. CONFIRMATION AND DIRECTOR ELECTION REQUIRED. The temporary directors shall hold an election to confirm the creation of the district and to elect five permanent directors as provided by Section 49.102, Water Code.

Sec. 7891.0104. CONSENT OF MUNICIPALITY REQUIRED. The temporary directors may not hold an election under Section 7891.0103 until each municipality in whose corporate limits or extraterritorial jurisdiction the district is located has consented by ordinance or resolution to the creation of the district and to the inclusion of land in the district as required by applicable law.

Sec. 7891.0105. FINDINGS OF PUBLIC PURPOSE AND BENEFIT.
(a) The district is created to serve a public purpose and benefit.

(b) The district is created to accomplish the purposes of:
(1) a municipal utility district as provided by general law and Section 59, Article XVI, Texas Constitution; and
(2) Section 52, Article III, Texas Constitution, that relate to the construction, acquisition, improvement, operation, or maintenance of macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads.

Sec. 7891.0106. INITIAL DISTRICT TERRITORY. (a) The district is initially composed of the territory described by

Section 2 of the Act enacting this chapter.

(b) The boundaries and field notes contained in Section 2 of the Act enacting this chapter form a closure. A mistake made in the field notes or in copying the field notes in the legislative process does not affect the district's:

(1) organization, existence, or validity;

(2) right to issue any type of bond for the purposes for which the district is created or to pay the principal of and interest on a bond;

(3) right to impose a tax; or

(4) legality or operation.

SUBCHAPTER B. BOARD OF DIRECTORS

Sec. 7891.0201. GOVERNING BODY; TERMS. (a) The district is governed by a board of five elected directors.

(b) Except as provided by Section 7891.0202, directors serve staggered four-year terms.

Sec. 7891.0202. TEMPORARY DIRECTORS. (a) On or after September 1, 2025, the owner or owners of a majority of the assessed value of the real property in the district may submit a petition to the commission requesting that the commission appoint as temporary directors the five persons named in the petition. The commission shall appoint as temporary directors the five persons named in the petition.

(b) Temporary directors serve until the earlier of:

(1) the date permanent directors are elected under Section 7891.0103; or

(2) September 1, 2029.

(c) If permanent directors have not been elected under Section 7891.0103 and the terms of the temporary directors have expired, successor temporary directors shall be appointed or reappointed as provided by Subsection (d) to serve terms that expire on the earlier of:

(1) the date permanent directors are elected under Section 7891.0103; or

(2) the fourth anniversary of the date of the appointment or reappointment.

(d) If Subsection (c) applies, the owner or owners of a majority of the assessed value of the real property in the district may submit a petition to the commission requesting that the commission appoint as successor temporary directors the five persons named in the petition. The commission shall appoint as successor temporary directors the five persons named in the petition.

SUBCHAPTER C. POWERS AND DUTIES

Sec. 7891.0301. GENERAL POWERS AND DUTIES. The district has the powers and duties necessary to accomplish the purposes

for which the district is created.

Sec. 7891.0302. MUNICIPAL UTILITY DISTRICT POWERS AND DUTIES. The district has the powers and duties provided by the general law of this state, including Chapters 49 and 54, Water Code, applicable to municipal utility districts created under Section 59, Article XVI, Texas Constitution.

Sec. 7891.0303. AUTHORITY FOR ROAD PROJECTS. Under Section 52, Article III, Texas Constitution, the district may design, acquire, construct, finance, issue bonds for, improve, operate, maintain, and convey to this state, a county, or a municipality for operation and maintenance macadamized, graveled, or paved roads, or improvements, including storm drainage, in aid of those roads.

Sec. 7891.0304. ROAD STANDARDS AND REQUIREMENTS. (a) A road project must meet all applicable construction standards, zoning and subdivision requirements, and regulations of each municipality in whose corporate limits or extraterritorial jurisdiction the road project is located.

(b) If a road project is not located in the corporate limits or extraterritorial jurisdiction of a municipality, the road project must meet all applicable construction standards, subdivision requirements, and regulations of each county in which the road project is located.

(c) If the state will maintain and operate the road, the Texas Transportation Commission must approve the plans and specifications of the road project.

Sec. 7891.0305. COMPLIANCE WITH MUNICIPAL CONSENT ORDINANCE OR RESOLUTION. The district shall comply with all applicable requirements of any ordinance or resolution that is adopted under Section 54.016 or 54.0165, Water Code, and that consents to the creation of the district or to the inclusion of land in the district.

Sec. 7891.0306. DIVISION OF DISTRICT. This chapter applies to any new district created by the division of the district under Section 49.316, Water Code, and a new district has all the powers and duties of the district.

SUBCHAPTER D. GENERAL FINANCIAL PROVISIONS

Sec. 7891.0401. ELECTIONS REGARDING TAXES OR BONDS. (a) The district may issue, without an election, bonds and other obligations secured by:

(1) revenue other than ad valorem taxes; or

(2) contract payments described by Section 7891.0403.

(b) The district must hold an election in the manner provided by Chapters 49 and 54, Water Code, to obtain voter approval before the district may impose an ad valorem tax or issue bonds payable from ad valorem taxes.

(c) The district may not issue bonds payable from ad valorem taxes to finance a road project unless the issuance is approved by a vote of a two-thirds majority of the district voters voting at an election held for that purpose.

Sec. 7891.0402. OPERATION AND MAINTENANCE TAX. (a) If authorized at an election held under Section 7891.0401, the district may impose an operation and maintenance tax on taxable property in the district in accordance with Section 49.107, Water Code.

(b) The board shall determine the tax rate. The rate may not exceed the rate approved at the election.

Sec. 7891.0403. CONTRACT TAXES. (a) In accordance with Section 49.108, Water Code, the district may impose a tax other than an operation and maintenance tax and use the revenue derived from the tax to make payments under a contract after the provisions of the contract have been approved by a majority of the district voters voting at an election held for that purpose.

(b) A contract approved by the district voters may contain a provision stating that the contract may be modified or amended by the board without further voter approval.

SUBCHAPTER E. BONDS AND OTHER OBLIGATIONS

Sec. 7891.0501. AUTHORITY TO ISSUE BONDS AND OTHER OBLIGATIONS. The district may issue bonds or other obligations

payable wholly or partly from ad valorem taxes, impact fees, revenue, contract payments, grants, or other district money, or any combination of those sources, to pay for any authorized district purpose.

Sec. 7891.0502. TAXES FOR BONDS. At the time the district issues bonds payable wholly or partly from ad valorem taxes, the board shall provide for the annual imposition of a continuing direct ad valorem tax, without limit as to rate or amount, while all or part of the bonds are outstanding as required and in the manner provided by Sections 54.601 and 54.602, Water Code.

Sec. 7891.0503. BONDS FOR ROAD PROJECTS. At the time of issuance, the total principal amount of bonds or other obligations issued or incurred to finance road projects and payable from ad valorem taxes may not exceed one-fourth of the assessed value of the real property in the district.

SECTION 2. The Brazos County Municipal Utility District No. 12 initially includes all the territory contained in the following area:

Legal Description of Land:

1010.083 acres to be surveyed out of 1560 acres. Said 1560 acres more particularly described in metes and bounds as follows:

Being Tract of 1560 acres of land or more or less out of the James Hope League, Abstract No. 22, and described by metes and

bounds as follows;

Beginning at the mouth of Hopes Creek on the Brazos River, for the west of southwest corner of this tract;

THENCE N 45 E 5780 varas to a stake on the back line of said league;

THENCE S 45 E along said league line to the East or Northeast corner of this tract also the upper corner of WM Farquhar tract;

THENCE S 45 W with said Faquhars line to the Brazos River, for the South Corner of this tract;

THENCE up the river with its meanders to the place of beginning, containing 1560 acres of land, more or less.

SAVE AND EXCEPT the following Four (4) Tracts:

SAVE AND EXCEPT TRACT ONE:

BEGINNING in the original Northeast line of said Hope survey at the North corner of said Giddings tract of land, a stake from which a P.O. marked H. bears S 50 E 4 varas;

THENCE S 45 W with the North West line of said Giddings tract 220 varas and corner in the center of the Koppe Bridge Public Road where said Giddings line intersects said road;

THENCE along the center of said road as follows, N 65 1/2 E 91 varas, N 46 E 200 varas, N 68 E 440 varas, N 76 1/2 E 279 varas and corner, a rock set in the said North East line of said Hope League; THENCE N 45 W with said line 378 varas to the place of

beginning, containing twenty three and four tenths (23.4) acres of land, more or less.

SAVE AND EXCEPT TRACT TWO:

All that certain small corner of the tract of land known as the Giddings land, and being a tract of land upstream from the Koppe Bridge in Brazos County, Texas and out of the James Hope League in said County and being out of the same tract of land conveyed by Walter D. Caldwell, Trustee to George G. Chance by Deed dated February 13, 1934 and recorded in Volume 85, Page 516, Deed Records of Brazos County, Texas; said tract of land containing approximately six acres of land and upstream from Koppe Bridge and situated between the Brazos River and the Koppe Bridge public road and bounded on the North by the Neeley tract.

SAVE AND EXCEPT TRACT THREE:

All that certain lot, tract or parcel of land being 0.05 of one acre called to be situated In the James Hope Survey, Abstract No. 22, Brazos County, Texas and being a part of the remainder of that certain called 1560 Acre Tract as described in Deed from Walter D. Caldwell, Trustee to George C. Chance of record in Volume 85, Page 516, Deed Records of Brazos County, Texas, said 0.05 of one acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 12" Oak found for the occupational North corner

of the remainder of said called 1560 acre tract, said corner also being the Southeast corner of the Debra Diamond, et al called 9.18 acre tract as described in Volume 1819, Page 86, said corner also being located In the prescriptive Southwest right of way line of Dowling Road;

THENCE S 67° 13' 08" E along the existing Southerly prescriptive right of way line of said Dowling Road a distance of 191.30 feet to a 1/2" iron rod found for an exterior corner, said corner being the North corner of the Brenda Sireci called 0.378 acre tract as described in Volume 2941, Page 65;

THENCE S 53° 36' 04" E along the Southwest line of said called 0.378 acre tract a distance of 58.59 feet to a 1/2" Iron rod set in the proposed Southerly right of way line of Dowling Road or the most Easterly corner, said corner being N 53° 36' 04" W a distance of 8.26 feet from a calculated interior corner of said called 0.378 acre tract;

THENCE along the proposed Southerly right of way line of Dowling Road the following calls: N 72° 13' 36" W a distance of 41.75 feet to a 1/2" iron rod set for corner, and;

N 62° 23' 44" W a distance of 207.32 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 0.05 OF ONE ACRE OF LAND, MORE OR LESS.

SAVE AND EXCEPT TRACT FOUR:

All that certain lot, tract or parcel of land being 5.007 acres situated in the James Hope Survey, Abstract No. 22, Brazos County, Texas, and being a part of the called 1530.6 acres as described in Deed from Bank of America, N.A. Successor Trustee of the George G. Chance Trust FBO Eleanor Chance Couch a/k/a the Evans Family Trust to Margaret Chance Evans Rael et al recorded in Volume 9445, Page 220, Official Public Records of Brazos County, Texas, said called 1530.6 acre tract being further described in Volume 85, Page 516, Deed Records of Brazos County, Texas, said 5.007 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" iron rod with cap set for the most easterly corner, said corner being the calculated most easterly corner of said called 1530.6 acre tract, an 8" fence corner post found for reference bears S 47° 02' 12" E a distance of 120.86 feet; THENCE S 42° 04' 42" W, along the calculated southeast line of said called 1530.6 acre tract a distance of 467.00 feet to a 1/2" iron rod with cap set for the most southerly corner, a 1/2" iron rod found for reference bears S 42° 04' 42" W a distance of 16,055.56 feet;

THENCE N 47° 55' 18" W, a distance of 467.00 feet to a 1/2" iron rod with cap set for the most westerly corner;

THENCE N 42° 04' 42" E, a distance of 467.00 feet to a 1/2" iron

rod with cap set in the calculated northeast line of said called 1530.6 acre tract for the most northerly corner, a 20" Post Oak found for the most northerly corner of a called 23.4 acre tract as described in Volume 50, Page 332, bears N 47° 55' 18" W a distance of 3699.67 feet;

THENCE S 47° 55' 18" E along the calculated northeast line of said called 1530.6 acre tract a distance of 467.00 feet to the PLACE OF BEGINNING, and containing an area of 5.007 acres of land, more or less.

429 acres to be surveyed out of 1560 acres. Said 1560 acres more particularly described in metes and bounds as follows:

1010.083 acres to be surveyed out of 1560 acres. Said 1560 acres more particularly described in metes and bounds as follows:

Being Tract of 1560 acres of land or more or less out of the James Hope League, Abstract No. 22, and described by metes and bounds as follows;

Beginning at the mouth of Hopes Creek on the Brazos River, for the west of southwest corner of this tract;

THENCE N 45 E 5780 varas to a stake on the back line of said league;

THENCE S 45 E along said league line to the East or Northeast corner of this tract also the upper corner of WM Farquhar tract;

THENCE S 45 W with said Faquhars line to the Brazos River, for

the South Corner of this tract;

SECTION 3. (a) The legal notice of the intention to introduce this Act, setting forth the general substance of this Act, has been published as provided by law, and the notice and a copy of this Act have been furnished to all persons, agencies, officials, or entities to which they are required to be furnished under Section 59, Article XVI, Texas Constitution, and Chapter 313, Government Code.

(b) The governor, one of the required recipients, has submitted the notice and Act to the Texas Commission on Environmental Quality.

(c) The Texas Commission on Environmental Quality has filed its recommendations relating to this Act with the governor, the lieutenant governor, and the speaker of the house of representatives within the required time.

(d) All requirements of the constitution and laws of this state and the rules and procedures of the legislature with respect to the notice, introduction, and passage of this Act are fulfilled and accomplished.

SECTION 4. (a) If this Act does not receive a two-thirds vote of all the members elected to each house, Subchapter C, Chapter 7891, Special District Local Laws Code, as added by Section 1 of this Act, is amended by adding Section 7891.0307 to

read as follows:

Sec. 7891.0307. NO EMINENT DOMAIN POWER. The district may not exercise the power of eminent domain.

(b) This section is not intended to be an expression of a legislative interpretation of the requirements of Section 17(c), Article I, Texas Constitution.

SECTION 5. This Act takes effect September 1, 2025.

May 22, 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 and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of May 26th thru June 12th:

May 26 - City Offices Closed - Memorial Day

May 26 - Memorial Day Observance

May 27 - Neighborhood Seminar Supper | Going Beyond Football: Investing in Tourism Pays Off with Visit College Station

May 28 - Tourism Committee

May 28 - Public Works - Streets Open House

May 29 - Council Legislative Engagement Committee Meeting

May 30 - Ribbon Cutting - Alzheimer's Association

May 30 - Retirement Reception for Timothy Crabb

May 31 - 2025 Starlight Music Series | R&B music featuring Dysfunkshun Junkshun and the Brown Sugar Band

June 2 - Audit Committee Meeting

June 2 - Historic Preservation Committee Meeting

June 3-6 - ITGA 17th Annual Conference

June 3 - Zoning Board of Adjustments

June 4 - B/CS MPO Policy Board Meeting (FY 2025)

June 4 - Legislative Affairs Committee Meeting

June 5 - Planning & Zoning Commission Meeting

June 9 - Bicycle, Pedestrian & Greenways Board Meeting

June 10 - Council Budget & Finance Committee Meeting (Placeholder)

June 10 - Parks Board Meeting
June 10 - Building & Construction Standards Commission Meeting
June 11 - Ribbon Cutting - Arts Center of Brazos Valley
June 12 - Rock Prairie Management District No. 2
June 12 - Council Meeting Day

Budget & Financial Summary: None.

Attachments:

None

May 22, 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