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#

June 12, 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.

2.2. **Real Estate {Gov't Code Section 551.072};**
Possible action. The City Council may deliberate the purchase, exchange, lease or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the City in negotiations with a third person. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:
a. Approximately 300 acres generally located at Corporate Parkway and Midtown Drive in the Midtown Business Park.

2.3. **Personnel {Gov't Code Section 551.074};**
Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session

discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:
a. City Manager
b. Council Self-Evaluation

2.4. **Competitive Matters {Gov't Code Section 551.086);**
Possible action. The City Council may deliberate, vote, or take final action on a competitive matter as that term is defined in Gov't Code Section 552.133 in closed session. The following is a general representation of the subject matter to be considered:
a. Power Supply

2.5. **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 with Fujifilm Diosynth Biotechnologies Texas, LLC, f/k/a Kalon Biotherapeutics LLC.
b. Economic development agreement with Corinth Group, Inc.
c. Economic Development agreement for a development generally located in 3100 block of Harvey Road.
d. Economic development agreement for a development generally located at the intersection of FM 2154 and High Prairie Road in the City's ETJ.
e. Economic Development agreement with College Station Town Center, LP.

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

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

Speaker Protocol

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

5. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker, ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

6. Consent Agenda.

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

6.1. Presentation, discussion, and possible action of minutes for:
• May 22, 2025 Council Meeting
Sponsors: Tanya Smith
Attachments: 1. CCM052225 DRAFT Minutes

6.2. Presentation, discussion, and possible action on a polymer price agreement with SNF Water Science Polydyne, Inc. not to exceed $315,000.
Sponsors: Gary Mechler
Attachments: 1. SNF Water Science Polydyne, Inc Quote

6.3. Presentation, discussion, and possible action regarding a resolution supporting the submission of a grant application to the Texas Department of Transportation to develop the Northgate Bicycle & Pedestrian Safety Study.
Sponsors: Emily Fisher
Attachments: 1. Grant Resolution_TA_Grant_Program_Northgate
2. Limits of Northgate Pedestrian Safety Study

6.4. Presentation, discussion, and possible action on a design contract with Walker Partners for the Southwood Valley Trunkline, Phase II project in the amount of $410,100.
Sponsors: Jennifer Cain
Attachments: 1. Southwood Valley Trunkline Location Map
2. Southwood Valley Trunklne, Phase 2 Design List of Responding Firms
3. Southwood Valley Trunklne, Phase 2 Design Vendor Signed Contract

6.5. Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.
Sponsors: Carol Cotter
Attachments: 1. Impact Fee Semi-Annual Report
2. Future Land Use Map
3. Service Area Maps -Water, Wastewater and Roadway
4. Status of Impact Fee CIP - Water Wastewater Roadway - March 2025

6.6. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Howdy Enterprises, LTD, for the collection of recyclables from commercial and multifamily locations.
Sponsors: Emily Fisher
Attachments: 1. Howdy Enterprises, LTD Franchise Agreement (Vendor Signed)

6.7. Presentation, discussion, and possible action regarding an Ordinance amending Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time,” of the Code of Ordinances of the City of College Station, Texas, by removing on-street parking for sections of Archer Falls Court, Briscoe Manor Court, Colorado Canyon Court, Cottonwood Terrace Court, Feather Run, Frontera Ranch Boulevard, Hidalgo Pass Court, Lamar Hollow Court, Llano River Drive, Panola Park Drive, Parmer Creek Court, Register Drive, and Slocum Hill Drive.
Sponsors: Carl Ahrens
Attachments: 1. Parking Removal Exhibit

2. Ordinance

6.8. Presentation, discussion, and possible action regarding a resolution supporting the submission of a grant application to the Bryan/College Station Metropolitan Planning Organization for intersection improvements at George Bush Drive and Timber Street.

Sponsors: Anthony Armstrong

Attachments: 1. Resolution
2. Project Location Map

6.9. Presentation, discussion, and possible action regarding a resolution supporting the submission of a grant application to the Bryan/College Station Metropolitan Planning Organization for a sidewalk on University Oaks Boulevard between Stallings Drive and Munson Avenue.

Sponsors: Anthony Armstrong

Attachments: 1. Resolution
2. Project Location Map

6.10. Presentation, discussion, and possible action regarding an ordinance amending Chapter 40 "Utilities", Article IV "Solid Waste Collection and Disposal," Section 40-389 "Residential Collection Generally," of the Code of Ordinances by assessing a fee for failing to remove automated containers after the designated collection time.

Sponsors: Richard Mann

Attachments: 1. Ch 40-389 Res Collection Ord Amend

7. Workshop Agenda.

7.1. Presentation, discussion, and possible action regarding fee reductions or waivers for affordable housing.

Sponsors: Anthony Armstrong

Attachments: None

7.2. Presentation, discussion, and possible action regarding a drainage maintenance update.

Sponsors: Emily Fisher

Attachments: None

7.3. Presentation, discussion, and possible action regarding the Solid Waste Rate Study.

Sponsors: Emily Fisher

Attachments: 1. College Station Solid Waste Rate & Feasibility Study Draft 5.29.2025

8. Regular Agenda.

8.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from General Commercial to Urban Residential for approximately 2.752 acres at 2360 Harvey Mitchell Parkway South, generally located south of the intersection of Harvey Mitchell Parkway South and Dartmouth Street.

Sponsors: Jeff Howell

Attachments: 1. Ordinance
2. Aerial and Small Area Map
3. Comprehensive Plan Exhibit
4. Background Information
5. Applicant’s Supporting Information
6. Comprehensive Plan Amendment Map

8.2. 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 changing the zoning district boundary from GC General Commercial & OV Corridor Overlay to PDD Planned Development District for approximately 2.752 acres at 2360 Harvey Mitchell Parkway South, generally located south of the intersection of Harvey Mitchell Parkway South and Dartmouth Street.

Sponsors: Jeff Howell

Attachments:
1. Ordinance
2. Aerial and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant’s Supporting Information
6. Existing Future Land Use Map
7. Rezoning Map
8. Concept Plan

8.3. Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning a 2.277 acre portion of a generally 30-foot-wide Sanitary Sewer Easement, said easement lying over, across, and upon a called 374.89 acre tract of land located in the Sterrett D. Smith League Survey, as described by metes and bounds recorded in Volume 15028, Page 36 and assigned to the City of College Station in Volume 15313, Page 222 of the Official Public Records of Brazos County, Texas.

Sponsors: Lucas Harper

Attachments:
1. Location Map
2. Vicinity Map
3. Application
4. Ordinance

8.4. Presentation, discussion, and possible action on a resolution establishing a steering committee for the Economic Development Master Plan update.

Sponsors: Brian Piscacek

Attachments:
1. Resolution

8.5. Presentation, discussion, and possible action regarding an amendment to an Economic Development Agreement with FUJIFILM Diosynth Biotechnologies, LLC.

Sponsors: Brian Piscacek

Attachments:
1. First_Amendment_EDA_COCS_FujiFilm_(COCS_6-4-25)

8.6. Presentation, discussion, and possible action regarding an agreement with the Arts Council of the Brazos Valley doing business as the Arts Center of the Brazos Valley for the Levitt AMP grant application.

Sponsors: Jeremiah Cook

Attachments:
1. Memorandum of Agreement

9. Items of Community Interest and Council Calendar.

Items of Community Interest and Council Calendar: The Council may discuss upcoming events and receive reports from a Council Member or City Staff about items of community interest for which notice has not been given, including: expressions of thanks, congratulations or condolence; information

regarding holiday schedules; honorary or salutary recognitions of a public official, public employee, or other citizen; reminders of upcoming events organized or sponsored by the City of College Station; information about a social, ceremonial or community event organized or sponsored by an entity other than the City of College Station that is scheduled to be attended by a Council Member, another city official or staff of the City of College Station; and announcements involving an imminent threat to the public health and safety of people in the City of College Station that has arisen after the posting of the agenda.

10. Council Reports on Committees, Boards, and Commissions.

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

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

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

12. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on June 6, 2025 at 5:00 p.m.

Tanya Smith

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."

June 12, 2025
Item No. 6.1.
May 22nd Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• May 22, 2025 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. CCM052225 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
MAY 22, 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 22, 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, §551.074-Personnel, and §551.087-Economic Incentive Negotiations and the College Station City Council convened into Executive Session at 4:00 p.m. on May 22, 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 regarding the extra territorial jurisdiction.

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

- Council Self-Evaluation

2.3. 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.

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 6:05 p.m. No action was taken.

Mayor Nichols stated that the Brazos Valley Bombers initiated discussions with the City of College Station about relocating their operations to usher in a new era of competitive and entertaining baseball in College Station. He went on to state that the Bombers are a valued asset to the entire community and thus council is directing staff to negotiate a letter of intent with the Bombers to be brought before council as soon as possible.

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

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming May 2025 as "National Tennis Month."

Mayor Nichols presented a proclamation to the Brazos Valley Tennis Association: Brandon Carlson, BVTA President, Kristina Walters, BVTA Vice-President (Leagues), Samuel Martinez, BVTA Vice-President (Marketing & Communication), Abigail Martinez, BVTA Secretary, and Marquis Pixley, BVTA Treasurer, recognizing May 2025 as "National Tennis Month."

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

Mayor Nichols presented a proclamation to Emily Fisher, Public Works Director and staff members of Public Works, recognizing May 18-24, 2025 as "National Public Works Week."

6. Hear Visitors Comments.

Shelby Behm, from College Station, stated that while it is commendable that the city has made a substantial financial investment in Midtown, this investment yields no benefit if further action is not taken. She urges the City Council to continue prioritizing development in Midtown by taking meaningful action now.

Michel Bozardt, College Station, addressed Council about Midtown's lack of development due to the developer not fulfilling economic development agreement (EDA) contract obligations. Mr. Bozardt urged the city to consider amending or renegotiating the EDA agreement to initiate new development opportunities.

7. CONSENT ITEMS

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

(7.3) was pulled for clarification.

(7.3) Emily Fisher, Public Workers Director, stated that Pebble Creek Parkway, facing northbound turning E on William D Fitch will be a double left with the furthest outside lane being a left and a right.

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

- **May 8, 2025 Council Meeting**

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

7.3. Presentation, discussion, and possible action on Resolution No. 05-22-25-7.3 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.

7.4. Presentation, discussion, and possible action on Resolution No. 05-22-25-7.4 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.

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.

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 Resolution No. 05-22-25-7.6 Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt.

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

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.

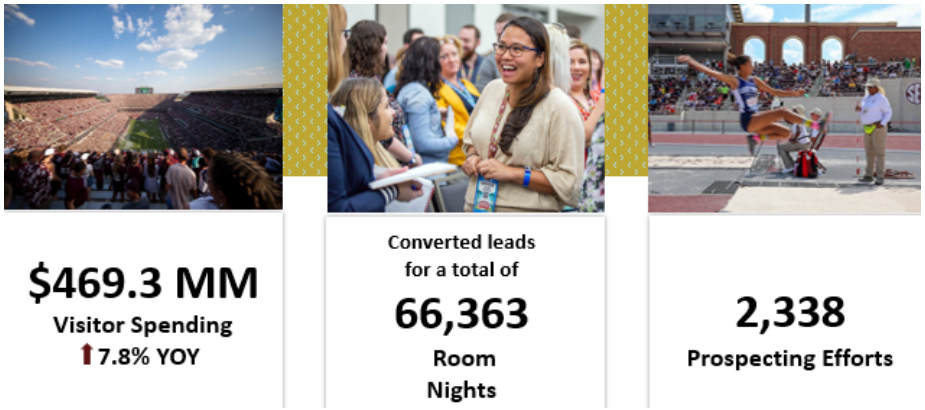
MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Shafer, the City Council voted seven (7) for and none (0) opposed, to approve the Consent agenda. The motion carried unanimously.

8. WORKSHOP ITEMS

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

Jeremiah Cook, Assistant Tourism Director, updated on tourism projects. He discussed key metrics and major initiatives like the strategic plan, brand book, and convention center feasibility study.

2024 Visitor Economic Impact

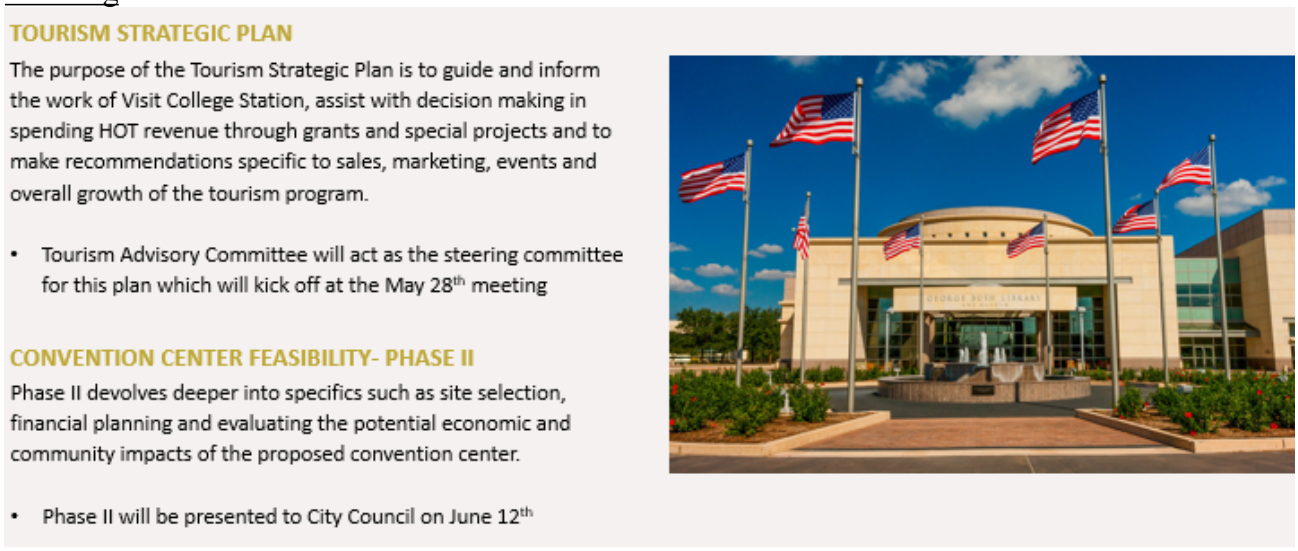


Mr. Cook explained that the marketing strategy focuses on four target audiences: Leisure Travelers, Prospective & New Students & Families, Former Students & Sports Tourists, and Meeting & Sports Planners. He also presented the complete brand book, intended for both internal use and sharing with stakeholders.

He stated that there are three types of events: Hyperlocal, Experiential, and Signature

Visitor Engagement numbers are influenced by the weekly 1 Million Cups event. This space is meant to support city work, and 1MC aligns with our Economic Development division's entrepreneurship efforts.

Planning



Courtney Phillip, Chair of the Tourism Advisory Committee, introduced herself and gave a brief update from the Tourism Committee.

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

Ross Brady, Chief of Staff, stated that as of tonight, there are 11 days left in the legislative session, and there are a couple of implications for that to discuss. First, there are a few key deadlines. Next Tuesday, the 27th, is the last day for the House to consider bills originated in the Senate. The deadline for the House to consider external House bills has already passed. After Tuesday, the next four days of the session will focus on considering any amendments the Senate has made to House bills. As the session progresses, activities are accelerating. Many have noticed the quick pace, and there have been questions about individual bills and their status. There has been no change from emails sent on Friday to events occurring on Monday, especially since the legislature is meeting on Saturdays at this point in the session. Initially, we tracked over 100 significant bills with potential ramifications for the city. As the session has continued and bills have either been dismissed, become irrelevant, or our focus has narrowed, 30 bills have remained as our primary focus. These bills have been included in the emails sent out on Fridays. We will continue to track these as the session concludes.

Mr. Ross explained that this is the last Council meeting before the end of the session. However, this is not the final communication on this matter. One more legislative engagement committee meeting remains before the session ends, more updates will be shared as the session wraps up. A final list of the 30 bills, detailing their outcomes and implications for the city, will be sent out on June 26th. Jennifer Rodriguez will provide a recap of the session on June 26th, similar to her kickoff presentation. Towards the end of June or the beginning of July, an update on the passed and failed bills, including their implications for the city, will be provided. The work does not conclude with the end of the legislative session. Government levels we interact with in legislative affairs will continue discussions to create a two-year plan for ongoing legislative engagement. An update on preemption and the status of legislation regarding it was requested. Specifically, the Super Preemptions Bill, also known as Senate Bill 2858, from the 88th session. This bill would expand on previous legislation. It was voted out of committee on Friday, the 16th, but has not yet been received by calendars or scheduled for a floor vote. Opposition has been registered with all members of the Calendars Committee, and opposition will continue if the bill is scheduled for a vote.

9. REGULAR ITEMS

9.1. Presentation, discussion, and possible action on Resolution No. 05-22-25-9.1 directing publication of notice of intention to issue Certificates of Obligation, Series 2025; and providing an effective date.

Mary Ellen Leonard, Finance Director, reported that in November 2022, the citizens of College Station approved three out of the five bond authorization propositions, totaling $56.1 million. Citizen authorization is needed for the issuance of general obligation (GO) bonds or debt. In connection with this authorization, the FY25 issuance will include $17,050,000 for authorized projects. Typically, the City of College Station issues Certificates of Obligation (CO) debt to fund various capital projects identified and approved as part of the annual budget. The City's Financial Advisor and Bond Counsel recommend issuing Certificates of Obligation for utility projects instead of Utility Revenue Bonds (URBs). The City's ad valorem tax base provides a stronger credit than utility revenues, thereby reducing borrowing costs. In addition to GO obligations, the FY25 issue will include Certificates of Obligation to fund necessary public safety technology and cover debt issuance costs. This resolution

specifies that the maximum amount of Certificates of Obligation indebtedness that may be authorized for sale is $18,250,000, with $13,250,000 allocated to utility projects and $5,000,000 to general government projects. The general government obligations for 2025 will total $17,050,000, in addition to the COs. The utility systems will finance their portion of the debt service for capital utility projects through utility revenues.

Mrs. Leonard noted that at the July 24th meeting, the City Council would consider approving the 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 the Assistant City Manager/Chief Financial Officer to finalize the complete sale of the obligations based on market conditions. The ordinances also delegate the appointment of the Paying Agent/Registrar, method of sale, bond underwriters, and approve the preparation of the Official Statements for the Certificates of Obligations and General Obligation Bonds. If the City is not ready to issue the Certificates of Obligation and General Obligation Bonds at the July 24th meeting, the City Council may postpone adopting the ordinance for up to ninety days from July 24th.

Proposed Debt Issue FY25 Municipal Bonds

General Obligation Bonds (2022 Authorization)		
Project	Amount	Proposition
Fire Station No. 7	$13,500,000	Proposition A
Bachman Little/Senior League/Soccer Buildings	250,000	Proposition C
Thomas Park Re-Development	2,300,000	Proposition C
Lincoln Center Area Improvements	650,000	Proposition C
Central Park Operations Shop	350,000	Proposition C
Total General Obligation Bonds	**$17,050,000**	

Certificates of Obligation		
Project	Amount	Type
City-Wide Radio Replacements	$5,000,000	Governmental
New Water Wells	5,000,000	Business-Type
Carters Creek – Diversion Lift Station & Force Main	4,000,000	Business-Type
Carters Creek WW Treatment Plant – Rehab and Improvements	4,250,000	Business-Type
Total Certificates of Obligation	**$18,250,000**	

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 Resolution No. 05-22-25-9.1, directing publication of notice of intention to issue Certificates of Obligation, Series 2025; and providing an effective date. 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

9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4592 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.

Gabriel Schrum, Planning and Development, stated that this request aims to rezone approximately 9.499 acres at 525 William D. Fitch Parkway from PDD Planned Development District to about 4.836 acres of GC General Commercial, 1.181 acres of O Office, and 0.879 acres of NAP Natural Areas Protected. The property was platted in February and is currently undeveloped. In June 2010, the City Council denied a rezoning request due to concerns over use uncertainties, floodplain development, and transportation infrastructure. Instead, a PDD rezoning was recommended for consistency with the Comprehensive Plan and better evaluation. The property was zoned PDD in 2010 with conditions including bike lanes and turn lanes. An amendment to the PDD concept plan was approved in January 2024, which removed building and parking layouts while retaining uses and modifications. Additional conditions were met during platting, such as constructing streets and sidewalks per PDD standards. Rezoning it to NAP ensures floodplain protection by prohibiting disturbances. The applicant seeks to rezone from PDD to straight zoning districts for more flexibility and faster development processing.

This item was considered at the Planning and Zoning Commission meeting on May 1, 2025, where the Commission unanimously voted (7-0) to recommend approval.

At approximately 7:59 p.m., Mayor Nichols opened the Public Hearing.

Walter Truett, College Station, addressed the Council with a query about which corner was being discussed. It was clarified that the discussion pertained to the corner of William Fitch and the only property sold so far is located on William Fitch.

Edwin Guin, College Station, stated that as he understands it, the current PDD was specifically designed to include or exclude certain things. His main concern is increased traffic through the neighborhood due to access to that property, stating that office use is fine but other businesses with night activity might be problematic.

Craig Wellington, from College Station, expressed confusion about the ongoing discussions regarding this plot of land, which has been reviewed multiple times over the years. He urged the Council to acknowledge past mistakes and encourage a development plan that aligns with the community's interests and needs.

Dr. Jennifer Hurd, from College Station, stated that she was the President of the local HOA during a past situation encountered at this location. She believes the proposal for new apartments would bring an increase in building height from two stories to six stories, which would result in a significant influx of residents and change the character of the community.

There being no further comments, the Public Hearing was closed at 8:15 p.m.

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember Wright the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4592, 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. The motion carried unanimously.

9.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4593 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).

Gene Ballew, Assistant Parks Director, explained that the Texas Human Resource Code, Section 42.041(b)(14), outlines requirements to exempt recreational day camp programs operated by municipalities for elementary age (5-13) children from State childcare licensing. The services provided by the College Station Parks and Recreation Department are recreational and do not qualify as child-care facilities, meeting all exemptions of this legislation. To obtain exempt status from the 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 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.

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

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

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Smith the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4593, 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). The motion carried unanimously.

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

Item was pulled from the agenda.

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

Mayor Nichols reported on History Book Launch and the ribbon cutting for a pickleball and field sports at Anderson Park.

Councilmember McIlhaney reported on Coach's Night.

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 Wright reported on the Washington DC Trip hosted by the Chamber of Commerce regarding the Legislature.

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

Councilmember Yancy reported on the Brazos County Health District and Interlocal Government Committee.

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

Councilmember McIlhaney requested a future discussion for July 12th on reducing or eliminating impact fees, parkland fees, and permit fees for affordable housing, including defining what constitutes affordable housing.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 8:56 p.m. on Thursday, May 22, 2025.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

June 12, 2025
Item No. 6.2.
Annual Polymer Purchase

Sponsor: Gary Mechler, Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a polymer price agreement with SNF Water Science Polydyne, Inc. not to exceed $315,000.

Relationship to Strategic Goals:

1. Financially Sustainable City
2. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: Polymer serves as a wastewater treatment agent that concentrates solids, enhancing treatment efficiency by enabling the extraction of excess water before waste disposal. Both City-owned Wastewater Treatment Plants regularly utilize polymer for this task.

SNF Water Science Polydyne, Inc's products, listed under Texas Buy Board Agreement #691-23, offer the best value for the City of College Station’s wastewater treatment process.

All services and products available for purchase via BuyBoard contracts have been competitively bid and awarded in compliance with Texas statutes relating to competitive bids and proposals. This cooperative is administered by the Texas Association of School Boards and is endorsed by the Texas Municipal League and the Texas Association of Counties.

Budget & Financial Summary: Wastewater Operating funds are budgeted and available for the anticipated amount of polymer usage.

Attachments:
1. SNF Water Science Polydyne, Inc Quote

Transmitted via email: bwhittenton@cstx.gov

March 17, 2025

Brandi Whittenton
Buyer II
City of College Station
2200 N. Forest Pkwy
College Station, TX 77802

SUBJECT: Texas BuyBoard Polymer Price Quotation

Dear Ms. Whittenton,

Polydyne Inc. is pleased to offer the City of College Station the following price quotation:

PRODUCT	UNIT PRICE	PACKAGE
CLARIFLOC TX-2302A	$1.74/LB. DELIVERED	(4) 450 Lb. Drums, (1) 2300 Lb. Tote, Full Liquid Bulk (≥40,000 Lbs)*
CLARIFLOC TX-2302B	$1.74/LB. DELIVERED	(4) 450 Lb. Drums, (1) 2300 Lb. Tote, Full Liquid Bulk (≥40,000 Lbs)*

*Minimum Order Quantity

In accordance with the Texas Buy Board Agreement # 691-23.

Thank you for your business. If you have any questions or need additional information, please feel free to contact Marcus Ortiz, Technical Sales Representative, at (281) 633-6086. Orders may be placed online at: www.polydyneinc.com or through our Customer Service Department. Your Customer Service Representative is Jonathan Jones. You can reach Mr. Jones by calling (800) 848-7659, Ext. 8730 or by e-mail to jonathanj@snf.com.

Sincerely,

Boyd Stanley
Sr. Vice-President

koneill@cstx.gov

May 19, 2025

Kevin O'Neill
City of College Station
2200 North Forest Parkway
College Station, TX 77845

Dear Mr. O'Neill,

At Polydyne Inc., we are committed to supporting the Municipal polymer market. To ensure this, we source materials such as acrylic acid, methyl acrylate, and many others worldwide. Our sourcing from Asia and other regions has allowed us to bring lower-cost feedstocks to our customers and ensure supply to our customers when the US Gulf Coast has been shut down due to winter storms, hurricanes, and other events.

On April 2, 2025, the United States implemented tariffs against most nations, impacting the cost of both domestic and imported raw materials. The tariffs on many feedstocks from China have increased to nearly 150%, and other regions where free trade agreements were in place are now faced with 10% tariffs that could go much higher on July 9. Our US-based suppliers have seized this opportunity to increase adders that have been eroded by inflation and attempts to compete with import sources. Please see attached letters as examples of the types of increases we have received from our suppliers.

We have been proactive in mitigating the cost impact of these tariffs. We've strategically shifted our purchases to countries with the lowest possible tariffs and, where most economical, we've moved purchases to US suppliers. Despite these efforts, we must adjust pricing due to increased costs from mandated tariffs. **Subsequently, we are respectfully requesting an increase of 5% for all Polydyne Inc. supplied products to the City of College Station, TX effective July 1, 2025.**

Clarifloc C-6268 will increase from $1.74 to $1.83
Clarifloc C-6262 will increase from $1.74 to $1.83
Clarifloc C-3294 will increase from $2.35 to $2.47

We appreciate our partnership with you and thank you for your understanding as we attempt to navigate the rapidly changing economic environment.

Best regards,

Boyd Stanley
Senior ~~Vice-~~President

Attachments

June 12, 2025
Item No. 6.3.
TxDOT Transportation Alternatives Set-Aside Program Grant Resolution for the Northgate Bicycle & Pedestrian Safety Study

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution supporting the submission of a grant application to the Texas Department of Transportation to develop the Northgate Bicycle & Pedestrian Safety Study.

Relationship to Strategic Goals:
1. Financial Sustainability
2. Core Services and Infrastructure
3. Improving Mobility

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

Summary: In January 2025, the Texas Department of Transportation (TxDOT) issued a call for projects to local communities for funding assistance to help enhance bicycle and pedestrian safety, mobility, and connectivity through infrastructure projects and planning documents. Eligible projects for the Transportation Alternatives Set-Aside Program (TA) include bicycle improvements, shared use paths, sidewalk improvements, and various other related alternative transportation infrastructure projects that improve safety and mobility for non-motorized transportation, and related planning documents that mitigate congestion by providing safe alternatives to motor vehicle transport. Project identification and selection of projects is based on criteria set by TxDOT including safety, connectivity and accessibility, geographic equity, community support and planning, and project readiness. It is anticipated that up to $250 million in grant funds will be awarded. The deadline for grant applications is June 20, 2025, and it is anticipated TxDOT will announce the awarded grants in October 2025.

The proposed grant application is to develop a Northgate Bicycle & Pedestrian Safety Study to help create additional safe and accessible connections for all users in proximity to Texas A&M University and other key destinations in the core area of the city. The safety study is an approach to planning, designing, and building a network that enables safe access for all users, including pedestrians, bicyclists, and non-motorized transportation of all ages and abilities. The proposed study area is generally bounded by University Drive, Welborn Road, College Avenue, and the northern city limits. This safety study supports the 2010 Bicycle, Pedestrian, and Greenways Master Plan, which was updated in 2018 and with other Comprehensive Plan and small area plan updates since then. Furthermore, this study aligns with the Greater Northgate Area Plan currently in development, as highlighted during public engagements where bicycle and pedestrian safety have been a major focus of discussion. The proposed study will provide a focused effort within proximity to campus and further assess the potential on-street and off-street connections in the area where non-vehicular modes have the most demand and potential but where existing limited right-of-way and other constraints create a greater challenge. The proposed plan involves public engagement and plan development, including select feasibility analyses on priority areas, conceptual designs, and preliminary cost estimates. Staff will develop existing conditions and infrastructure inventories to help reduce costs of plan development.

The proposed study and grant application will help further the Council's strategic goals of Financial

Sustainability by seeking grants and outside funding and improving mobility by planning for infrastructure that safely accommodates multimodal transportation. The Integrated Mobility chapter in the Comprehensive Plan identifies the need to further increase safety and comfort for all users, and considers programs and improvements that reduce vehicular demand, particularly in areas adjacent to campus. The Bicycle, Pedestrian, and Greenways Master Plan states goals to improve connectivity and accessibility and increase safety for bicycle and pedestrian users that the proposed study can help accomplish. There has been limited development of bicycle and pedestrian-focused projects in proximity to campus. The proposed plan will include analyses and preliminary project development to assess feasibility and assist in developing capital projects that have a higher impact and benefit.

The grant program covers up to 80% of the plan development costs. The City must provide a minimum match of 20% of planning effort and be responsible for any cost overruns if they occur. Staff are working to finalize the projected cost of the plan, but it is in the range of $250,000 to $325,000. The resulting match is in the range of $50,000 to $65,000. Additionally, TxDOT may charge up to 15% of the total project cost in administrative fees, of which 20% must be made up of a local match.

A resolution is needed from City Council to support the proposed grant application, authorize City staff to submit the application, and provide a commitment to fund the project if selected, which includes entering into an Advanced Funding Agreement with TxDOT.

Budget & Financial Summary: Staff are working to refine and finalize the plan scope and cost estimate, which are in the range of $250,000 to $325,000. The grant is structured as a reimbursement program, so the City will pay all costs as the plan proceeds and then submit and receive reimbursement from TxDOT. With a minimum 20% match, final cost to the City will range from $50,000 to $65,000 plus 20% match of TxDOT’s administrative fees, up to 15% of the total project cost. Funding for a Northgate Pedestrian Study was approved through a fiscal year 2025 service level adjustment (SLA) submitted by Community Services (now a part of Economic Development).

Attachments:

1. Grant Resolution_TA_Grant_Program_Northgate
2. Limits of Northgate Pedestrian Safety Study

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING AN APPLICATION FOR THE TEXAS DEPARTMENT OF TRANSPORTATION'S TRANSPORTATION ALTERNATIVES SET-ASIDE GRANT PROGRAM (TA) FOR THE NORTHGATE BICYCLE AND PEDESTRIAN SAFETY STUDY

WHEREAS, the Department issued a call for projects in January 2025 for communities to apply for funding assistant through the Transportation Alternatives Set-Aside Program ("TA"); and

WHEREAS, the TA funds may be used for development of planning documents to assist communities of any size in developing non-motorized transportation networks. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The City of College Station would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of College Station hereby approves as follows:

PART 1: The City Council hereby supports the application and funding this project, "The Northgate Bicycle and Pedestrian Safety Study", as described in the 2025 TA Detailed Application (including the planning activities, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, financing, management, adoption and implementation of completed planning documents.

PART 2: That the City Council hereby authorizes and designates the City Manager to execute documents necessary for the submission of the grant application to the Texas Department of Transportation and act on its behalf with respect to any issues that may arise during processing of said application; and

PART 3: That the City Council hereby authorizes by resolution or ordinance, the City of College Station to enter into an agreement with the Texas Department of Transportation as needed should the project be selected for funding; and

PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _____day of_____, 2025.

ATTEST: **APPROVED:**

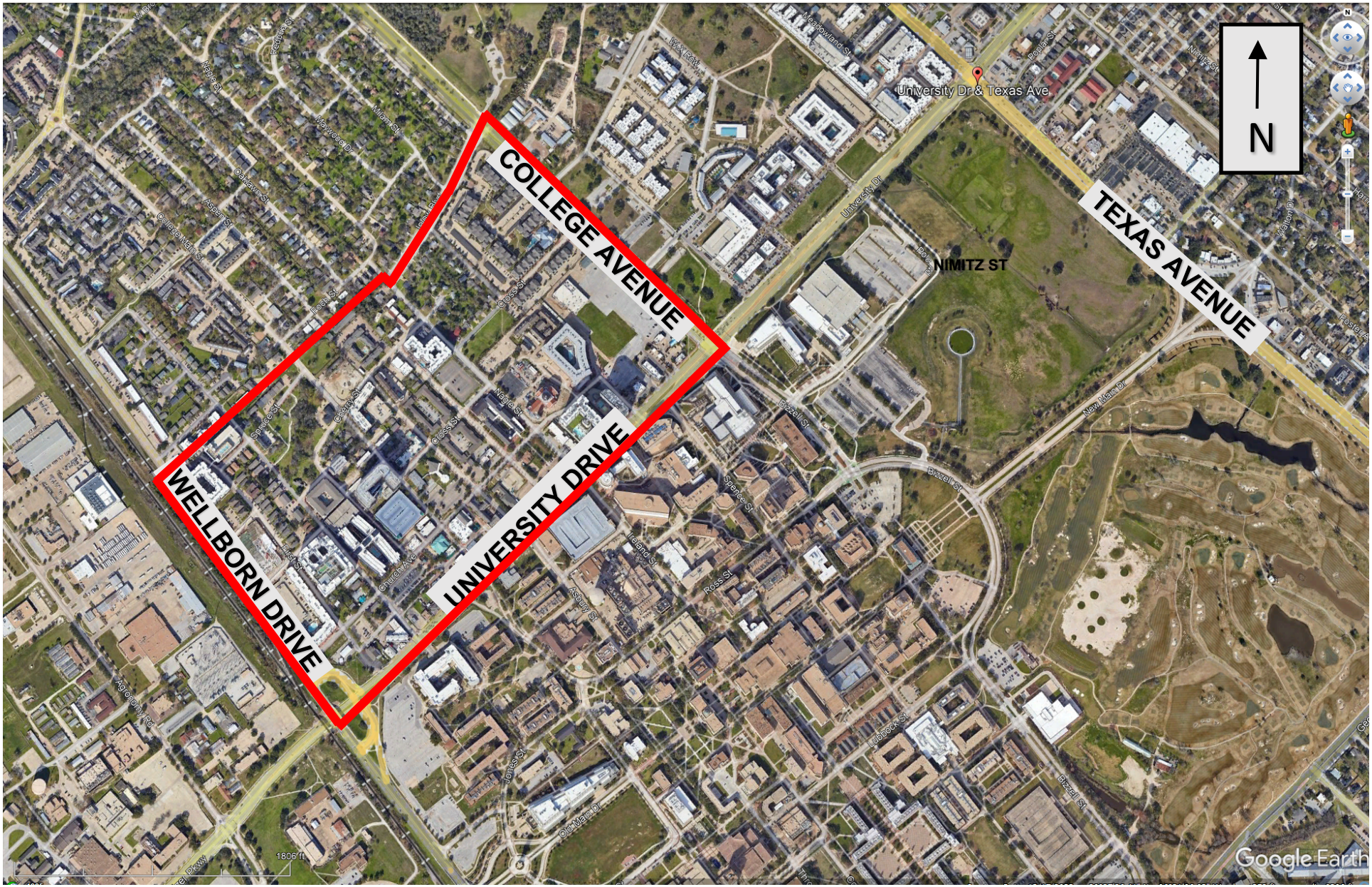
_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney



LIMITS OF NORTHGATE BICYCLE & PEDISTRIAN SAFETY STUDY

FROM UNIVERSITY DR, COLLEGE AVE, WELLBORN DRIVE
TO NORTHERN CITY LIMITS

June 12, 2025
Item No. 6.4.
Southwood Valley Trunkline, Phase II Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a design contract with Walker Partners for the Southwood Valley Trunkline, Phase II project in the amount of $410,100.

Relationship to Strategic Goals:
Core Services and Infrastructure, Sustainable City

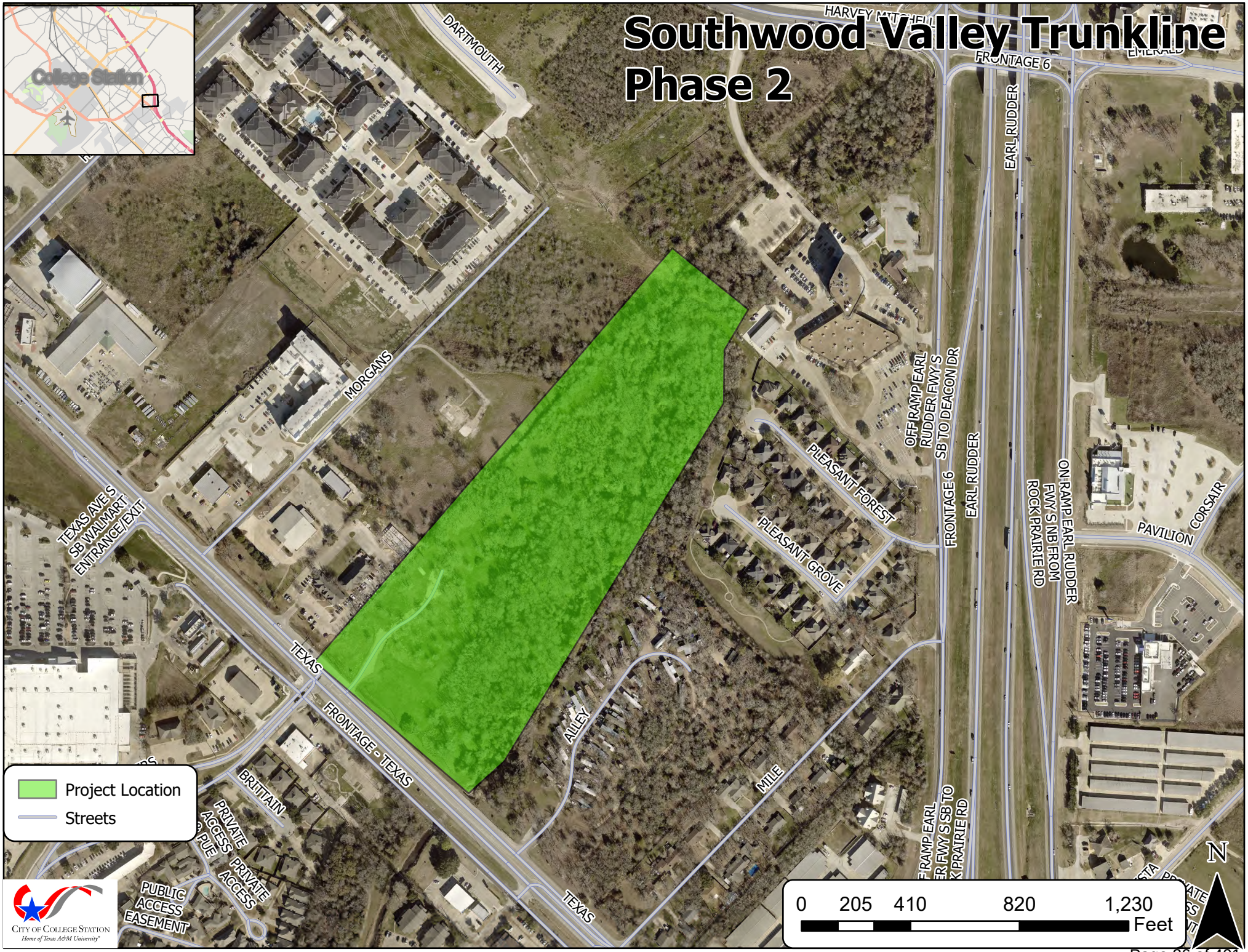
Recommendation(s): Staff recommends approval.

Summary: This project includes the upgrade of a critical section of the sanitary sewer collection system from Texas Avenue to just behind Crystal Park Plaza. This includes the installation of a new 36" sanitary sewer line and the rehabilitation of the existing 18” line that currently carries the entire sewer shed area. This scope includes full design work and would also include surveys for easement or right of way acquisition, environmental impact review, geotechnical work, and construction materials testing. The original 18” line was installed in the 1970’s and city growth has outpaced the capacity of this portion of the sewer shed, requiring a new line to increase that capacity to meet engineering standards.

City of College Station received 7 Statements of Qualifications (SOQ) submissions for the design of this project. After the review process, Walker Partners was selected as the most qualified firm for the project.

Budget & Financial Summary: Budget in the amount of $2,000,000 is included for this project in the Wastewater Projects Fund. A total of $3,798.81 has been expended or committed to date, leaving a balance of $1,996,201.19 in the total project budget for this design contract and future project costs.

Attachments:
1. Southwood Valley Trunkline Location Map
2. Southwood Valley Trunklne, Phase 2 Design List of Responding Firms
3. Southwood Valley Trunklne, Phase 2 Design Vendor Signed Contract


Southwood Valley Trunkline
Phase 2
College Station
DARTMOUTH
FRONTAGE 6
EARL RUDDER
MORGANS
TEXAS AVE S
SB WALMART
ENTRANCE/EXIT
PLEASANT FOREST
PLEASANT GROVE
OFF RAMP EARL
RUDDER FWY S
SB TO DEACON DR
FRONTAGE 6
EARL RUDDER
ON RAMP EARL RUDDER
FWY S NB FROM
ROCK PRAIRIE RD
PAVILION
CORSAIR
TEXAS
FRONTAGE - TEXAS
ALLEY
MILE
BRITTAIN
PRIVATE ACCESS
PRIVATE ACCESS
PUBLIC ACCESS EASEMENT
TEXAS
Project Location
Streets
0 205 410 820 1,230
Feet
N
City of College Station
Home of Texas A&M University

Southwood Valley Trunkline, Phase 2 Project

Project WW2500

RFQ 25-037

Firms Responding on February 6, 2025:

1. Colliers Engineering & Design, Inc.
2. Freeman-Millican, Inc.
3. Kimley-Horn and Associates, Inc.
4. Mitchell & Morgan, LLP
5. R.R.P. Consulting Engineers, LLC
6. Stanley Consultants, Inc.
7. Walker Partners, LLC

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300544 PROJECT #: WW2500 BID/RFP/RFQ#: 25-037

Project Name / Contract Description: Southwood Valley Trunkline, Phase II design contract as described in RFQ 25-037

Name of Contractor: Walker Partners

CONTRACT TOTAL VALUE: $ 410,100.00 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number: ☐

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

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

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

The project was advertised as Request for Qualifications (RFQ) 25-037. Statement of Qualification (SOQ) submittal packages were received on February 6, 2025 from 7 firms. After scoring and interviews, Walkter Partners was determined to be the most qualified respondent for this project. $1,996,201.19 is available for this proejct in the Wastewater Capital Improvement Projects fund.

*(If required)**

CRC Approval Date*: n/a **Council Approval Date*:** 06/12/25 **Agenda Item No*:** _____

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

Insurance Certificates: DDV **Performance Bond:** n/a **Payment Bond:** n/a **Info Tech:** n/a

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain — DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT
5/29/2025 — DATE

_____ — ASST CITY MGR – CFO
_____ — DATE

_____ — LEGAL DEPARTMENT
_____ — DATE

APPROVED & EXECUTED

_____ — CITY MANAGER
_____ — DATE

N/A — MAYOR (if applicable)
_____ — DATE

N/A — CITY SECRETARY (if applicable)
_____ — DATE

9.12.23 UPDATED

CITY OF COLLEGE STATION
ARCHITECTS & ENGINEERING PROFESSIONAL SERVICES CONTRACT
WITH CONSTRUCTION

This Contract is between the **City of College Station**, a Texas home-rule municipal corporation, (the "City") and WALKER PARTNERS, LLC, a_TEXAS_ corporation (the "Consultant"), whereby the Consultant agrees to provide the City with certain professional services as described herein and the City agrees to pay the Consultant for those services.

ARTICLE I
SCOPE OF SERVICES

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit "A"**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the "Project"):
Southwood Valley Trunkline Phase II Wastewater Improvements (RFQ 25-037)

ARTICLE II
PAYMENT

2.01 In consideration of the Consultant's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit "B".** Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed FOUR HUNDRED TEN THOUSAND ONE HUNDRED and NO/100 Dollars ($410,100.00).

2.02 Virtual Payment Method. For increased payment and financial information security, the Contractor must use the City's approved virtual payment card system or digital payment system for all payments, storing, and modifications of financial information used for City payments to the Contractor. Any related reasonable fees paid by the Contractor for use of the virtual payment card system or digital payment system may be passed through to the City.

ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST

3.01 The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the

ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

(a) Conceptual Design: 112 **calendar days** after the authorization to commence planning.

(b) Preliminary Design: 181 **calendar days** after authorization to commence PPD.

(c) Final Design: 225 **calendar days** after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date(s):
Walker Partners proposes to complete the above-outlined scope of services in general accordance with the attached schedule (Exhibit 3), provided there are no unforeseen delays beyond the control of the Engineer.

3.03 Time is of the essence of this Contract. The Consultant shall be prepared to provide the professional services in the most expedient and efficient manner possible and with adequate resources and manpower in order to complete the work by the times specified. Promptly after the execution of this Contract, the Consultant shall prepare and submit for the City to approve in writing, a detailed schedule for the performance of the Consultant's services to meet the City's project milestone dates, which are included in this Contract. The Consultant's schedule shall include allowances for periods of time required for the City's review and for approval of submissions by authorities having jurisdiction over the Project. The time limits established by this schedule over which Consultant has absolute control shall not be exceeded without written approval from the City. Consultant may request in writing an extension of the contract time due to delays beyond their control. In the event that a deadline provided in this Contract is not met by the Consultant, Consultant shall provide the City with a written narrative setting forth in a reasonable degree of detail a plan of recovery to overcome or mitigate the delay which may include (i) employing additional people, or (ii) accelerating the work by working longer hours on any portion of the Project that is deemed by the City to be behind schedule ("Recovery Plan"). With the City's approval, Consultant shall execute the Recovery Plan at no additional cost to the City.

(a) **Liquidated Damages.**

(1) The time for the completion of all Work described in this Agreement are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the

usual industry conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines specifically set forth in the Consultant's scope of services and schedule are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be deducted by the City from current amounts owed to Consultant for payment or from final payment.

(2) As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Consultant to achieve timely completion of the Work, if the Consultant should neglect, or fail, or refuse to complete the Work within the times specified in the Consultant's scope of services and schedule, or any proper extension thereof granted by the City's Representative pursuant to this Agreement, then the Consultant does hereby agree as part of the consideration for the awarding of this Agreement that the City may permanently withhold from the Consultant's total compensation the sum of **TWO HUNDRED FIFTY and 00/100 DOLLARS ($250.00)** for each and every calendar day that the Consultant shall be in default after the time(s) stipulated completion of the task(s) in question, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet any of the deadlines specified in the Consultant's scope of services and schedule for completion in this Agreement.

3.04 The Consultant's services consist of all of the services required to be performed by Consultant, Consultant's employees and Consultant's sub-consultants under the terms of this Contract. Such services include normal civil, structural, mechanical and electrical engineering services, plumbing, food service, acoustical and landscape services, and any other design services that are normally or customarily furnished and reasonably necessary for the Project. The Consultant shall contract and employ at its expense sub-consultants necessary for the design of the Project, and such sub-consultants shall be licensed as required by the State of Texas and approved in writing by the City.

3.05 The Consultant shall designate a principal of the firm reasonably satisfactory to the City who shall, for so long as acceptable to the City, be in charge of Consultant's services to be performed hereunder through to completion, and who shall be available for general consultation throughout the Project. Any replacement of that principal shall be approved in writing (which shall not be unreasonably withheld) by the City, prior to replacement.

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon

receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

3.07 Consultant's evaluations of the City's project budget and the preliminary estimates of construction cost and detailed estimates of construction cost, represent the Consultant's best judgment as a design professional familiar with the construction industry.

3.08 The construction budget for this Project, which is established as a condition of this Contract is **$**2,000,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV
CONCEPTUAL DESIGN

4.01 Upon the Consultant's receipt from the City of a letter of authorization to commence planning, the Consultant shall meet with the City for the purpose of determining the nature of the Project. The Consultant shall inquire in writing as to the information it believes the City may have in its possession that is necessary for the Consultant's performance. The City shall provide the information within its possession that it can make available to the Consultant. The City shall designate a representative to act as the contact person on behalf of the City.

4.02 The Consultant shall determine the City's needs with regard to the Project, including, but not limited to, tests, analyses, reports, site evaluations, needs surveys, comparisons with other municipal projects, review of budgetary constraints and other preliminary investigations necessary for the Project. Consultant shall verify the observable existing conditions of the Project and verify any existing as-built drawings. Consultant shall confirm that the Project can be designed and constructed within the time limits outlined in this Contract. Consultant shall prepare a detailed design phase schedule which includes all review and approval periods during the schematic design, design development and construction document phases. Consultant shall confirm that the Project can be designed and constructed for the dollar amount of the Project budget, if applicable.

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V
PRELIMINARY DESIGN

5.01 The City shall direct the Consultant to commence work on the Preliminary Design by sending to the Consultant a letter of authorization to begin work on the Preliminary Design pursuant to this Contract. Upon receipt of the letter of authorization to commence Preliminary Design, the Consultant shall meet with the City for the purpose of determining the extent of any revisions to the Conceptual Design.

5.02 The Consultant shall prepare the Preliminary Design of the Project, including, but not limited to, the preliminary drawings and specifications and other documents to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, materials and such other elements as may be appropriate. The Consultant shall submit to the City a detailed estimate of the construction costs of the Project, based on current area, volume, or other unit costs. This estimate shall also indicate both the cost of each category of work involved in constructing the Project and the time required for construction of the Project from commencement to final completion.

5.03 Upon completion of the Preliminary Design of the Project, the Consultant shall so notify the City. Upon request the Consultant shall meet with the City staff and City Council to make a presentation of its Preliminary Design of the Project. The Consultant shall provide an explanation of the Preliminary Design, including any material changes and deviations that have taken place from the Conceptual Design, a cost estimate, and shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VI
FINAL DESIGN

6.01 The City shall direct the Consultant to commence work on the Final Design of the Project by sending to the Consultant a letter of authorization to begin work on the Final Design phase of the Project. Upon receipt of the Letter of Authorization to proceed with Final Design of the Project, the Consultant shall immediately prepare the Final Design, including, but not limited to, the bid documents, contract, drawings, and specifications, to fix and describe the size and character of the Project as to structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate. The Final Design of the Project shall comply with all applicable laws, statutes, ordinances, codes and regulations.

6.02 Notwithstanding the City's approval of the Final Design, the Consultant warrants that the Final Design will be sufficient and adequate to fulfill the purposes of the Project.

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's *current* pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications,

supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

6.04 The Consultant shall provide the City with complete contract documents sufficient to be advertised for bids by the City. The contract documents shall include the design and specifications and other changes that are required to fulfill the purpose of the Project. Upon completion of the Final Design of the Project, with the submission of the complete contract documents, and upon request of the City, the Consultant shall meet with City staff and the City Council to present the Final Design of the Project. The Consultant shall provide an explanation of the Final Design, including identification of all material changes and deviations that have taken place from the Preliminary Design Documents and a cost estimate. The Consultant shall verify that, to the best of Consultant's belief, the Project requirements and construction can be completed within the Project budget and schedule.

ARTICLE VII
BID PREPARATIONS & EVALUATION

7.01 The Consultant shall assist the City in advertising for and obtaining bids or negotiating proposals for the construction of the Project. Upon request, the Consultant shall meet with City staff and the City Council to present, and make recommendations on, the bids submitted for the construction of the Project.

7.02 The Consultant shall review the construction contractors' bids, including subcontractors, suppliers, and other persons required for completion of the Project. The Consultant shall evaluate each bid and provide these evaluations to the City along with a recommendation on each bid. If the lowest bid for the construction of the Project exceeds the final cost estimate set forth in the Final Design of the Project, then the Consultant, at its sole cost and expense, shall revise the construction documents so that the total construction costs of the Project will not exceed the final cost estimate contained in the Final Design of the Project.

7.03 Where substitutions are requested by a construction contractor, the Consultant shall review the substitution requested and shall recommend approval or disapproval of such substitutions.

ARTICLE VIII
CONSTRUCTION

8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of

construction. Consultant shall periodically review the as-built drawings for accuracy and completeness and shall report its findings to the City.

8.03 The Consultant shall keep the City informed of the progress and quality of the work. The Consultant shall employ the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license in discovering and promptly reporting to the City any defects or deficiencies in such work and shall disapprove or reject any work failing to conform to the contract documents.

8.04 The Consultant shall review and approve shop drawings and samples, the results of tests and inspections, and other data that each construction contractor or subcontractor is required to provide. The Consultant's review and approval shall include a determination of whether the work complies with all applicable laws, statutes, ordinances and codes and a determination of whether the work, when completed, will be in compliance with the requirements of the contract documents.

8.05 The Consultant shall determine the acceptability of substitute materials and equipment that may be proposed by construction contractors or subcontractors. The Consultant shall also receive and review maintenance and operating instruction manuals, schedules, guarantees, and certificates of inspection, which are to be assembled by the construction contractor in accordance with the contract documents.

8.06 The Consultant shall issue all instructions of the City to the construction contractor as well as interpretations and clarifications of the contract documents pertaining to the performance of the work. Consultant shall interpret the contract documents and judge the performance thereunder by the contractor constructing the Project, and Consultant shall, within a reasonable time, render such interpretations and clarifications as it may deem necessary for the proper execution and progress of the work. Consultant shall receive no additional compensation for providing clarification of the drawings and specifications.

8.07 The Consultant shall review the amounts owing to the construction contractor and recommend to the City, in writing, payments to the construction contractor of such amounts. The Consultant's recommendation of payment, being based upon the Consultant's on-site inspections and its experience and qualifications as a design professional, shall constitute a recommendation by the Consultant to the City that the quality of such work is in accordance with the contract documents and that the work has progressed to the point reflected in Consultant’s recommendation for payment.

8.08 Upon notification from the construction contractor that the Project is substantially complete, the Consultant shall conduct an inspection of the site to determine if the Project is substantially complete. The Consultant shall prepare a checklist of items that shall be completed prior to final acceptance. Upon notification by the construction contractor that the checklist items designated by the Consultant for completion have been completed, the Consultant shall inspect the Project to verify final completion.

8.09 The Consultant shall not be responsible for the work of the construction contractor or any of its subcontractors, except that the Consultant shall be responsible for the construction contractor's schedules or failure to carry out the work in accordance with the contract documents if such failures result from the Consultant's negligent acts or omissions. This provision shall not alter the Consultant's duties to the City arising from the performance of the Consultant's obligations under this Contract.

8.10 The Consultant shall conduct at least one on-site inspection during the warranty period and shall report to the City as to the continued acceptability of the work.

8.11 The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project without an advance, written authorization from the City.

8.12 The Consultant shall perform all of its duties under this Article VIII so as to not cause any delay in the progress of construction of the Project.

8.13 The Consultant shall assist the construction contractor and City in obtaining a Certificate of Occupancy by accompanying governing officials during inspections of the Project if requested to do so by the City.

ARTICLE IX
CHANGE ORDERS, DOCUMENTS & MATERIALS

9.01 No changes shall be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid except upon the prior written order from authorized personnel of the City. The Consultant shall not execute change orders on behalf of the City or otherwise alter the financial scope of the Project. The schedules, milestones, timelines, and deadlines contained in this Agreement, the Scope of Services, and the Construction Schedule shall not be modified except by written change order. Additional days or changes to the number of days in the Construction Schedule shall also be by written change order. After a written change order is approved and fully executed by all parties, the Consultant shall submit an updated schedule that reflects changes authorized by approved change orders.

9.02 When the original contract amount plus all change orders is $100,000 or less, the City Manager or his delegate 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 must approve such change order prior to commencement of the services.

9.03 When the original contract amount plus all change orders is equal to or greater than $100,000, the City Manager or his delegate 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, the City Council 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.

9.04 Any request by the Consultant for an increase in the Scope of Services and an increase in the amount listed in paragraph two of this Contract shall be made and approved by the City prior to the Consultant providing such services or the right to payment for such additional services shall be waived. If there is a dispute between the Consultant and the City respecting any service provided or to be provided hereunder by the Consultant, including a dispute as to whether such service is additional to the Scope of Services included in this Contract, the Consultant agrees to continue providing on a timely basis all services to be provided by the Consultant hereunder, including any service as to which there is a dispute.

9.05 The Consultant shall furnish the City with both electronic (PDF) and CAD file sets of all plans and specifications. The Consultant shall provide the City one (1) set of reproducible, mylar record drawings that clearly show all the changes made during the construction process, based upon the marked-up prints, drawings, and other data furnished by the construction contractor to the Consultant. The Consultant shall provide copies of Work Product including documents, computer files if available, surveys, notes, and tracings used or prepared by the Consultant. The foregoing documentation, the Consultant's Work Product, and other information in the Consultant's possession concerning the Project shall be the property of the City from the time of preparation. The Consultant shall furnish one set of digital files representing the final record drawings.

ARTICLE X
WARRANTY, INDEMNIFICATION & RELEASE

10.01 As an experienced and qualified design professional, the Consultant warrants that the information provided by the Consultant reflects the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. The Consultant warrants that the design preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, and the performance of all other services under this Contract are performed with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license. Approval of the City shall not constitute, or be deemed, a release of the responsibility and liability of the Consultant, its employees, agents, or associates for the exercise of skill and diligence to promote the accuracy and competency of their Work Product or any other document, nor shall the City's approval be deemed to be the assumption of responsibility by the City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

10.02 The Consultant shall promptly correct any defective Work Product, including designs or specifications, furnished by the Consultant at no cost to the City. The City's approval, acceptance, use of, or payment for, all or any part of the Consultant's services hereunder or of the Project itself shall in no way alter the Consultant's obligations or the City's rights hereunder.

10.03 In all activities or services performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant and its employees are not the agents, servants, or employees of the City. As an independent contractor, the Consultant shall be responsible for the professional services and the final Work Product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment, and labor required for the professional services to be provided under this Contract. The Consultant shall have ultimate control over the execution of the services it is to provide under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees or subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors.

10.04 The Consultant must at all times exercise reasonable precautions on behalf of, and be solely responsible for, the safety of its officers, employees, agents, subcontractors, licensees, and other persons, as well as its personal property, while in the vicinity of the Project or any of the work being done on or for the Project. It is expressly understood and agreed that the City shall not be liable or responsible for the negligence of the Consultant, its officers, employees, agents, subcontractors, invitees, licensees, and other persons.

10.05 Indemnity.

(a) To the fullest extent permitted by law, Consultant agrees to indemnify and hold harmless the City, its Council members, officials, officers, agents, employees, and volunteers (separately and collectively referred to in this paragraph as "Indemnitee") from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising out of or resulting from any negligent act, error or omission, intentional tort or willful misconduct, intellectual property infringement or including failure to pay a subconsultant, subcontractor, or supplier pursuant to this Contract by Consultant, its employees, subcontractors, subconsultants, or others for whom Consultant may be legally liable ("Consultant Parties"), but only to the extent caused in whole or in part by the Consultant Parties. IF THE CLAIMS, ETC. ARE CAUSED IN PART BY CONSULTANT PARTIES, AND ALSO IN PART BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ANY OR ALL OF THE INDEMNITEES OR ANY OTHER THIRD PARTY, THEN CONSULTANT SHALL ONLY INDEMNIFY ON A COMPARATIVE BASIS, AND ONLY FOR THE AMOUNT FOR WHICH CONSULTANT PARTIES ARE FOUND LIABLE AND NOT FOR ANY AMOUNT FOR WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

(b) To the fullest extent permitted by law, Consultant agrees to defend the Indemnitees where the indemnifiable acts listed in Article 10 above occur outside the course of performance of professional services (i.e. non-professional services) and the claim is not based wholly or partly on the negligence of, fault of, or breach of contract by the governmental agency, the

agency's agent, employee, or other entity over which the governmental agency exercises control, other than the Consultant or Consultant Parties.

(c) Consultant shall procure liability insurance covering its obligations under this section.

(d) It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of 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.

10.06 Release. The Consultant releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, employees, and volunteers 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.

10.07 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification, release or other obligations under Paragraphs 10.05 and 10.06, such legal limitations are made a part of the obligations and shall operate to amend same to the minimum extent necessary to bring the provision(s) into conformity with the requirements of such limitations, and as so modified, the obligations set forth therein shall continue in full force and effect.

ARTICLE XI
INSURANCE

11.01 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 subcontractors. The policies, limits and endorsements required are as set forth on below**.**

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

11.02 Types. Consultant shall have the following types of insurance:

(a) Commercial General Liability.

(b) Business Automobile Liability.

(c) Workers' Compensation/Employer's Liability.

(d) Professional Liability.

11.03 Certificates of Insurance. For each of these policies, the Consultant's insurance coverage shall be primary insurance with respect to the City, its officials, agents, employees and volunteers. Any self-insurance or insurance policies maintained by the City, its officials, agents, employees and volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, attached hereto as Exhibit C, and approved by the City before any letter of authorization to commence planning will issue or any work on the Project commences.

11.04 General Requirements Applicable to All Policies. The following General Requirements to all policies shall apply:

(a) Only licensed insurance carriers authorized to do business in the State of Texas will be accepted.

(b) Deductibles shall be listed on the Certificate of Insurance.

(c) "Claims made" policies will not be accepted, except for Professional Liability insurance.

(d) Coverage shall not be suspended, voided, canceled, or reduced in coverage or in limits of liability except after thirty (30) calendar days prior written notice has been given to the City of College Station.

(e) The Certificates of Insurance shall be prepared and executed by the insurance carrier or its authorized agent on the most current State of Texas Department of Insurance-approved forms.

11.05 Commercial General Liability Requirements. The following Commercial General Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A. M. Best Key Rating Guide.

(b) Minimum Limit of $1,000,000 per occurrence for bodily injury and property damage with a $2,000,000 annual aggregate.

(c) No coverage shall be excluded from the standard policy without notification of individual exclusions being attached for review and acceptance.

(d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity

provided herein), and where exposures exist, Explosion Collapse and Underground coverage.

(e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.06 Business Automobile Liability Requirements. The following Business Automobile Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current. A. M. Best Key Rating Guide.

(b) Minimum Combined Single Limit of $1,000,000 per occurrence for bodily injury and property damage.

(c) The Business Auto Policy must show Symbol 1 in the Covered Autos portion of the liability section in Item 2 of the declarations page.

(d) The coverage shall include owned autos, leased or rented autos, non-owned autos, any autos and hired autos.

(e) The City shall be included as an additional insured and the policy shall be endorsed to waive subrogation and to be primary and non-contributory.

11.07 Workers' Compensation/Employers Liability Insurance Requirements. The following Workers' Compensation Insurance requirements shall apply; and the term "contractor" shall be construed to mean "consultant" as identified in this Contract:

(a) Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas Administrative Code, all employees of the Consultant, the Consultant, all employees of any and all subcontractors, and all other persons providing services on the Project must be covered by a workers' compensation insurance policy: either directly through their employer's policy (the Consultant's, or subcontractor's policy) or through an executed coverage agreement on an approved Texas Department of Insurance Division of Workers Compensation (DWC) form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Consultants and subcontractors must use that portion of the form whereby the hiring contractor agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

(b) The workers' compensation/Employer's Liability insurance shall include the following terms:

i. Employer's Liability limits of $1,000,000 for each accident is required.

ii. "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy.

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

(c) Pursuant to the explicit terms of Title 28, Section 110.110(c)(7) of the Texas Administrative Code, this Contract, the bid specifications, this Contract, and all subcontracts on this Project must include the terms and conditions set forth below, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

i. Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Division of Workers Compensation, or a coverage agreement (DWC-81, DWC-83, or DWC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

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

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

ii. The Contractor shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

iii. The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract.

iv. If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

v. The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1. a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

2. no later than seven calendar days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

vi. The Contractor shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

vii. The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Contractor knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

viii. The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Division of Workers Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

ix. The Contractor shall contractually require each person with whom it contracts to provide services on a project, to:

1. provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;

2. provide to the Contractor, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;

3. provide the Contractor, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

4. obtain from each other person with whom it contracts, and provide to the Contractor:

A. a certificate of coverage, prior to the other person beginning work on the project; and

B. a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period

shown on the current certificate of coverage ends during the duration of the project;

5. retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

6. notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

7. Contractually require each person with whom it contracts, to perform as required by paragraphs (a) - (g), with the certificates of coverage to be provided to the person for whom they are providing services.

x. By signing this contract, or providing, or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the Commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

xi. The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor that entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten calendar days after receipt of notice of breach from the governmental entity."

11.01 Professional Liability Requirements. The following Professional Liability requirements shall apply:

(a) Coverage shall be written by a carrier rated "A:VIII" or better in accordance with the current A.M. Best Key Rating Guide.

(b) Minimum of $1,000,000 per claim and $2,000,000 aggregate, with a maximum deductible of $100,000.00. Financial statements shall be furnished to the City of College Station when requested.

(c) Consultant must continuously maintain professional liability insurance with prior acts coverage for a minimum of two years after completion of the Project or termination of this Contract, as may be amended, whichever occurs later. Coverage under any renewal policy form shall include a retroactive date that precedes the earlier of the effective date of this Contract or the first performance of services for the Project. The purchase of an extended discovery period or an extended reporting period on this policy will not be sufficient to comply with the obligations hereunder.

(d) Retroactive date must be shown on certificate.

ARTICLE XII
USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

12.01 Any and all drawings, specifications and other documents prepared, furnished, or both prepared and furnished by Consultant or any Subconsultant or other designer contracted under Consultant pursuant to this Contract (including, without limitation, the Construction Documents) ("Work Product"), shall be the exclusive property of the City, whether the Project is completed or not. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memoranda, 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. The City shall be furnished and permitted to retain reproducible copies and electronic versions of Consultant's Work Product and related documents and information relating to the Project.

12.02 Consultant warrants to City that (i) Consultant has the full power and authority to enter into this Contract, (ii) Consultant has not previously assigned, transferred or otherwise encumbered the rights conveyed herein, (iii) Work Product is an original work of authorship created by Consultant's employees during the course of their employment by Consultant, and does not infringe on any copyright, patent, trademark, trade secret, contractual right, or any other proprietary right of any person or entity, (iv) Consultant has not published the Work Product (including any derivative works) or any portion thereof outside of the United States, and (v) to the best of the Consultant's knowledge, no other person or entity, except City, has any claim of any right, title, or interest in or to the Work Product.

12.03 Consultant shall not seek to invalidate, attack, or otherwise do anything either by act of omission or commission which might impair, violate, or infringe the title and rights assigned to City by Consultant in this Article 12 of the Contract.

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work

Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

12.06 Only the details of the drawings relating to this Project may be used by the Consultant on other projects, but they shall not be used as a whole without written authorization by the City. The City-furnished forms, conditions, and other written documents shall not be used on other projects by the Consultant.

ARTICLE XIII
TERMINATION

13.01 The City may terminate this Contract at any time upon **thirty (30)** calendar days written notice. Upon the Consultant's receipt of such notice, the Consultant shall cease work immediately. The Consultant shall be compensated for the services satisfactorily performed prior to the termination date.

13.02 If, through any cause, the Consultant fails to fulfill its obligations under this Contract, or if the Consultant violates any of the agreements of this Contract, the City has the right to terminate this Contract by giving the Consultant **five (5)** calendar days written notice. The Consultant will be compensated for the services satisfactorily performed prior to the termination date.

13.03 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 because of any breach of contract and/or negligence 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 XIV
MISCELLANEOUS TERMS

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

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

14.03 Fraud Reporting. To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

City of College Station	_Walker Partners, LLC
Attn: Jon Hall _	Attn: George E. Walker, Jr. PE_
PO BOX 9960	823 Washington Ave. Ste 100
1101 Texas Ave	Waco, TX 76701
College Station, TX 77842	Phone: 254-714-1402
Jhall @cstx.gov	gwalker@walkerpartners.com

14.03 No action or failure to act by the City shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing. No waiver of any provision of the Contract shall be of any force or effect, unless such waiver is in writing, expressly stating to be a waiver of a specified provision of the Contract and is signed by the party to be bound thereby. In addition, no waiver by either party hereto of any term or condition of this Contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition and shall not in any way limit or waive that party's right thereafter to enforce or compel strict compliance with the Contract or any portion or provision or right under the Contract.

14.04 This Contract represents the entire and integrated contract between the City and the Consultant and supersedes all prior negotiations, representations, or contracts, either written or oral. This Contract may only be amended by written instrument approved and executed by the parties.

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

14.06 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.

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

14.08 The Consultant, its agents, employees, and subconsultants must comply with all applicable federal and state laws, the charter and ordinances of the City of College Station, and with all applicable rules and regulations promulgated by local, state, and national boards, bureaus, and agencies. The Consultant must obtain all necessary permits and licenses required in completing the services required by this Contract.

14.09 The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract. If there is a conflict between a provision in any documents provided by Consultant made a part of this Contract and any other provision in this Contract, the latter controls.

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

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

14.12 Verification No Boycott of Israel. To the extent this Contract is considered a contract for goods or 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.

14.13 Verification No Boycott of Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and

14.14 Verification No Boycott of 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.

14.15 Force Majeure. Force majeure shall be any acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class of kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is cause by force majeure.

List of Exhibits

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

WALKER PARTNERS, LLC

By: George E. Walker, Jr.

Printed Name: George E. Walker, Jr.

Title: President/CEO

Date: 5/29/2025

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES

Walker Partners
engineers | surveyors

SCOPE AND FEE PROPOSAL

To: City of College Station

Attn: Mr. Jon Hall

From: George E. "Jed" Walker, Jr., PE

Project Name: Southwood Valley Trunkline Phase II Wastewater Improvements

Project No.: 4-01184.00

Re: Scope and Fee Proposal

Date: May 8, 2025 (Revised)

Xc: Dr. Al Petrasek, PhD, PE
R. Alan Munger, PE, CFM
Kyle Schulze, PE
Project File

Attachments: Exhibit 1 – Overall Exhibit
Exhibit 2 – Engineer's Opinion of Probable Cost (EOPC)
Exhibit 3 – Project Schedule
Appendix 1 – Environmental Services Scope of Work
Appendix 2 – Geotechnical Engineering Services Scope of Work
Appendix 3 – Subsurface Utility Engineering Scope of Work
Appendix 4 – Construction Materials Testing Scope of Work

SOUTHWOOD VALLEY TRUNKLINE PHASE II WASTEWATER IMPROVEMENTS

Walker Partners, LLC ("Engineer") appreciates the opportunity to submit this Proposal to provide professional surveying and civil engineering services to the City of College Station ("City") in connection with the Southwood Valley Trunkline Phase II Wastewater Improvements ("Project"). Based upon our interview on March 18, 2025 we understand that the City intends to move forward with design and construction of the Project consisting of approximately 2,330 linear feet of 36-inch wastewater interceptor from the existing Southwood Valley Phase I Trunkline to a location just east of Business Highway 6 (Texas Avenue) adjacent to Bee Creek Tributary A. Exhibit 1 shows the approximate limits of the proposed wastewater improvements. The proposed wastewater interceptor will be installed in a new 30-foot-wide (minimum) permanent easement along with a 40-foot-wide temporary construction easement to facilitate construction activities. The wastewater interceptor will be installed via bore under Bee Creek Tributary A to a terminus location on the existing sanitary sewer as indicated on Exhibit 1. Walker Partners has prepared a preliminary Engineer's Opinion of Probable Cost (Exhibit 2) based upon the conceptual Trunkline Sewer plan depicted in Exhibit 1. In addition, we have included an "Additive Alternate" which includes the rehabilitation of the existing 18-inch diameter sanitary sewer line which this new, proposed trunkline will replace (to a terminus point at Texas Avenue). This rehabilitation work on the existing sanitary sewer will not only provide additional capacity to the Southwood Valley Trunkline System, but will also continue to provide service to those users on the south side of Bee Creek.

The scope of services that Walker Partners proposes to provide for this Project are outlined below:

1.00 SCOPE OF SERVICES

1.01 ENGINEERING BASIC SERVICES

A. Route Analysis, Study and Report (Phase 20)

1. Conduct Quality Kick-off Meeting.
2. Review previous reports and studies of the service area.
3. Conduct a desktop "Route Analysis."
4. Utilize drone to video potential route alignments.
5. Identify easement requirements.
6. Identify environmental constraints and required permits.
7. Determine traffic control impacts.
8. Conduct a Pipe and Manhole Materials Analysis.
9. Conduct a Wastewater Flow and Conveyance Analysis.
10. Prepare a Schematic Plan of the recommended alignment.
11. Prepare an Engineer's Opinion of Probable Cost (EOPC) of preferred route and material alternatives.
12. Identify stakeholders and potential future meetings.
13. Establish scope of work for topo, boundary, ROW, easement, and utility surveys.
14. Establish scope of work for Geotechnical Investigation and Construction Materials Testing.
15. Establish scope of work for Environmental, Archeological, and SUE Assessments.
16. Conduct a Quality Coaching Review.
17. Collaborate with City on preliminary alternatives evaluations.
18. Conduct Progress Meetings.
19. Submit the following Study and Report Phase deliverables to City:
    a. Route Analysis Tech Memo; Pipe and Manhole Materials Tech Memo; and Wastewater Flow and Conveyance Analysis Tech Memo.
    b. Schematic Plan of the preferred route.
    c. Outline a description of the recommended rehabilitation method(s) for the existing 18-inch sanitary sewer and associated manholes.
    d. Engineer's Opinion of Probable Cost (EOPC) for the recommended route with the recommended materials.
20. Meet with the City to review City's review comments and address/revise the comments, as appropriate, and re-submit to the City.

B. Preliminary Design (Phase 30)

1. Consult with City to refine and clarify City's requirements for the Project based upon the Route Analysis, Study and Report Phase.
2. Direct and manage the staking of the preferred alignment in the field as itemized in Phase 10 of the "Special" Services. Walk the preliminary alignment in the field with all key teams members to identify potential constraints and adjust the alignment as necessary.
3. Design and draft a preliminary alignment based upon the outcome of (2), above.
4. Review, confirm, and finalize the preferred route of the interceptor with City Staff.
5. Conduct the Boundary Verification Survey and Topographic Survey (as itemized in "Special" Services) based upon the preferred alignment.

6. Authorize the appropriate subconsulting firms to conduct their respective SUE Evaluation, Environment/Archeological Assessments, and Geotechnical Investigation based upon the agreed-upon alignment of the Trunkline.
7. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Engineer, including but not limited to mitigating measures identified in the environmental/archeological assessments outlined above.
8. Contact franchise utilities located within the Project area and determine the approximate locations of the existing utilities with respect to the new wastewater improvements. At a minimum, Atmos (gas), AT&T (comm.), College Station Utilities (electric), Frontier (comm.), Suddenlink/Altice (comm.) will be contacted.
    a. No potholing of existing below ground utilities is included within the scope of services. If, during preliminary design this service is deemed necessary, this additional work will be negotiated with the City.
9. Attend meetings with the City, the City's right-of-way agent, and other interested parties regarding easement acquisition for the Project.
10. Prepare preliminary design documents on the Project in sufficient detail to indicate clearly the challenges involved and the alternate solutions available to the City, including final design criteria, preliminary drawings, an outline of specifications, and setting forth clearly the Engineer's recommendations.
11. Prepare an preliminary Engineer's Opinion of Probable Cost (EOPC).
12. Furnish the City the required number of copies of the preliminary (30%) drawings along with the following deliverables:
    a. Topographic Survey
    b. Environmental/Archaeological Assessment Report
    c. SUE Study
    d. Outline of Technical Specifications
    e. Engineer's Opinion of Probable Cost

C. Final Design (Phase 40)

1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor. The Project will be designed to accommodate one bid package.
2. The Drawings to be prepared with this Phase of the Work, in general, will include the following:
    a. General Condition Drawings – these Drawings shall be for informational, permitting, and bidding purposes and shall, in general, consist of the following:
        i) General Notes and Project Specific Notes
        ii) Legends, Abbreviations, and Symbols
        iii) Topographic Survey and Survey Control Plan
        iv) Overall Project Map & Layout Plan
    b. Wastewater Collection System Plans and Profiles – prepare drawings for the proposed sanitary sewer system for the proposed Trunkline and appurtenances, manholes, clean-outs, trenching details, and other details; and for the rehabilitation of the existing 18-inch sanitary sewer and associated manholes necessary for bidding and construction. Design of the gravity Trunkline will be for one "base bid" pipe diameter. If

alternate sizes are considered during the bidding process, these alternate sizes will be constructed at the same grade and elevation as the "base bid" size.

c. Details – provide project-specific details, municipality standard details, and state agency (TxDOT) standard details as required for permitting, bidding, and construction purposes. City of College Station standard details and specifications (BCS Unified) will be used and supplemented as necessary for this Project.

3. Walker Partners will provide project management including meetings and briefings with the City of College Station, providing correspondence with all project stakeholders, management of sub-consultants, and similar related tasks.
4. Provide technical criteria, written descriptions, and design data for City's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project; assist City in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities.
5. Advise City of any adjustments to EOPC known to Engineer.
6. Prepare and submit 60% and 90% Drawings for review by the City. Documents will be in sufficient detail to indicate clearly the Engineer's Project progress. City shall provide Engineer with any comments.
7. Prepare and furnish Bidding Documents (100% Drawings, Specifications, and Bid Proposal) for final review by City, its legal counsel, and other advisors, and assist City in the preparation of other related documents. City shall submit final comments to the Engineer.
8. Finalize the Bidding Documents in accordance with comments and instructions from the City, as appropriate, and submit final copies (by .pdf and 6 hard copies) of the Bidding Documents, a revised EOPC, and any other deliverables to City after receipt of City's comments and instructions.

D. Bidding (Phase 50)

The following is for one bid package.

1. Assist City in advertising for and obtaining bids or proposals for the Work and, where applicable, maintain a record of prospective bidders to whom Bidding Documents have been issued, and attend pre-Bid conferences, if any.
2. Assist the City in issuing Addenda as appropriate to clarify, correct, or change the Bidding Documents.
3. Provide information or assistance needed by City in the course of any negotiations with prospective contractors.
4. Consult with City as to the acceptability of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors for those portions of the Work as to which such acceptability is required by the Bidding Documents.
5. Attend the Bid opening, prepare Bid tabulation sheets, and assist City in evaluating Bids or proposals and in assembling and awarding contracts for the Work.

E. Construction Administration (Phase 60)

The following is for one construction contract.

1. Assist in the preparation of formal Contract Documents.
2. Prepare conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by City and Contractor.
3. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
4. Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
5. Make periodic visits to the site (as distinguished from the continuous services of a resident Project Representative) to observe the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, the Engineer will endeavor to protect the City against defects and deficiencies in the work of the contractor, but he cannot guarantee the performance of the contractor, nor be responsible for the actual supervision of construction operations or for the safety measures that the contractor takes or should take.
6. Consult and advise with the City; issue all instructions to the contractor requested by the City; and prepare and issue routine change orders with City's approval.
7. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the contractor submits. This review is for the benefit of the City and covers only general conformance with the information given by the Contract Documents. The contractor is to review and stamp his approval on submittals prior to submitting to Engineer, and review by the Engineer does not relieve the contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with Contract Documents.
8. Obtain and review monthly and final estimates for payments to contractors and furnish to the City any recommended payments to contractors and suppliers; assemble written guarantees which are required by the Contract Documents.
9. Conduct, in company with the City, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning project status, as it may affect City's final payment to the contractors.
10. Attend monthly status meetings with the City and contractor for the duration of construction.
11. Prepare Record Drawings with information regarding the completed Project obtained from marked-up, red-lined Record Drawings furnished by the Contractor, field observations, information provided by City, utility companies' documentation, and other reliable sources, and submit such Record Drawings electronically in portable document format (.pdf) and CAD format (.dwg) to City. These Record Drawings will not be based upon "as-built" field surveys or field measurements and the Engineer cannot and does not warrant the accuracy of the record information provided by other parties.

1.02 SPECIAL SERVICES

The following services are dependent on Right of Entry (ROE) being acquired by others (City ROW Staff or separately contracted City consultant). The ROE process is critical and must be completed in a timely manner to allow the following services to move forward.

A. Alignment Survey (Phase 10)

1. During the Preliminary Design Phase, Walker Partners will perform a route survey that includes staking the proposed alignment in the field for visual line of sight reference and confirmation of the proposed alignment by the City prior to commencing with a detailed topographic survey and final design. Restake the revised alignment after any adjustments have been made.

B. Boundary Verification Survey (Phase 11)

1. Perform Deed Research of subject tracts for the purpose of reconciling tract lines.
2. Perform a Boundary Verification Survey based upon North American Datum of 1983 (NAD83) State Plane Coordinates and in accordance with the General Rules of Procedures and Practices as set forth by the Texas Board of Professional Land Surveying and laws of the State of Texas, unless otherwise specified by the City.
3. Include the results of the survey in the master design drawing including the existing survey monuments found in the field; depict record easements provided in the title search (by City) that may exist on the survey and the adjoining record information.

C. Control Survey (Phase 12A)

1. Establish vertical control at the site and place benchmarks based upon North American Vertical Datum of 1988 (NAVD88), unless otherwise specified by City.
2. Establish horizontal control at the site based upon North American Datum of 1983 (NAD83) State Plane Coordinates.

D. Topographic Survey (Phase 12B)

1. After the final Trunkline alignment is agreed upon by the City, perform an on-the-ground field survey to obtain the topography (terrain data) and other visible and apparent surface features (manmade or natural) such as ditches, swales, channels, embankments, drainage structures, catch basins and inlets, manholes, above-grade utility appurtenances, pavements, significant trees (hardwoods greater than 12 inches in diameter), fences, building structures, water's edge, etc. For underground utilities, Walker Partners will coordinate with Texas 811. The approximate locations of underground utilities will be shown based upon utility locators' markings.
2. Include the results of the topographic survey in the master design drawing depicting the physical features as described above and with elevation contours at a 1-foot interval. The 100-year floodplain as identified by FEMA and as depicted on the Flood Insurance Rate Map (FIRM) will be graphically located and drafted on the topographic map.

E. Survey for Geotechnical Bores & Utility Locates (Phase 12C)

1. After the completion of the soil borings by the Geotechnical Engineering sub-consultant, perform an on-the-ground survey to obtain the location of the soil borings and determine the ground elevation at that location.
2. After the completion of utility locates (potholing performed by SUE subconsultant) at strategic locations, perform an on-the-ground survey to

obtain the location and elevation of the utility infrastructure that has been uncovered.

F. Construction Staking (Phase 65)

1. Walker Partners will provide line and grade staking to accommodate construction for the wastewater improvements, one-time, on behalf of the City. Wastewater staking will include centerline alignment, manholes, and begin/end of bores. Manholes will be staked with offset grade stakes.

G. Easement Acquisition

1. **Easement Acquisition Coordination (Phase 15)**

   Walker Partners will coordinate with the City of College Station and its real estate acquisition consultant related to the preparation and acquisition of permanent and temporary construction easements. Currently, it is estimated that the number of easements to be acquired will be two.

2. **Prepare Easement Drawings (Phase 16)**

   Walker Partners will prepare metes and bounds descriptions along with accompanying drawings of the permanent and temporary construction easements to be used as an attachment to easement legal documents (as prepared by others). The descriptions and drawings will be delivered to the City for its use in preparing each Temporary Construction / Permanent Easement for filing for record. It is estimated that the total number of temporary and permanent easements to be prepared will be four.

3. **Monument Permanent Easements (Phase 17)**

   Walker Partners will set iron rods at the easement corners for an estimated number of two easements.

H. Environmental Services (Terracon Consultants, Inc.) – Phase 100

1. The Scope of Work for Environmental Services from Terracon Consultants, Inc. is included as Appendix 1. Only Tasks 1, 2, 3, and 4 are proposed for the scope of work outlined above and shown on Exhibit 1.

I. Geotechnical Engineering Services (Terracon Consultants, Inc.) – Phase 101

1. The Scope of Work for Geotechnical Engineering Services from Terracon Consultants, Inc. is included as Appendix 2.

J. Subsurface Utility Engineering Services (The Rios Group) – Phase 102

1. The Scope of Work for SUE Services from The Rios Group (TRG) Consultants, Inc. is included as Appendix 3.

K. Construction Materials Testing (Terracon Consultants, Inc.) – Phase 103

1. The Scope of Work for Construction Materials Testing Services from Terracon Consultants, Inc. is included as Appendix 4.

2.00 SCHEDULE FOR SERVICES

Walker Partners proposes to complete the above-outlined scope of services in general accordance with the attached schedule (Exhibit 3), provided there are no unforeseen delays beyond the control of the Engineer.

3.00 COMPENSATION

3.01 FEES

For the SCOPE OF SERVICES outlined above, the City agrees to pay Walker Partners according to the fee table on the following page. Phases set forth with "Lump Sum" fees will be invoiced monthly at a percentage of the work completed.

FEE TABLE

Phase No.	Description	Lump Sum Fees
	Basic Engineering Services	
20	Route Analysis, Study and Report	$14,500.00
30	Preliminary Design	$40,525.00
40	Final Design	$152,940.00
50	Bidding	$6,840.00
60	Construction Administration	$42,805.00
	Basic Engineering Services Subtotal	**$257,610.00**
	Special Services	
9	Boundary Verification Survey	$6,800.00
10	Alignment/Route Survey	$4,930.00
12A	Control Survey	$2,750.00
12B	Topographic Survey	$19,230.00
12C	Survey Geotechnical Bore Locations	$2,750.00
15	Easement Acquisition Administration	$5,100.00
16	Prepare Easement Drawings	$8,480.00
65	Construction Staking	$7,150.00
100	Environmental Investigation (Terracon)	$24,600.00
101	Geotechnical Investigation (Terracon)	$20,700.00
102	Construction Materials Testing (Terracon)	$24,924.00
103	Subsurface Utility Engineering (Rios)	$25,076.00
	Special Services Subtotal	$**152,490.00**
	Total Lump Sum Fee this Proposal	***$410,100.00***

3.02 ADDITIONAL SERVICES

Fees for Additional Services not identified in the SCOPE OF SERVICES may be deemed necessary during the course of the Project. Payment for additional services will be billed on an hourly basis or at a negotiated fee. Work related to Additional Services will not commence without authorization by the City. Potential Additional Services may include the following:

A1. Resident Project Representative services during construction.

4.00 EXCLUSIONS

The following items are excluded from this Proposal. If there are questions about any other services not listed here, they shall be clarified prior to approval and acceptance of this Proposal.

A. Surveying Related Exclusions
   1. Platting
   2. Abandonment of Existing Easement/ROW
   3. Title Work

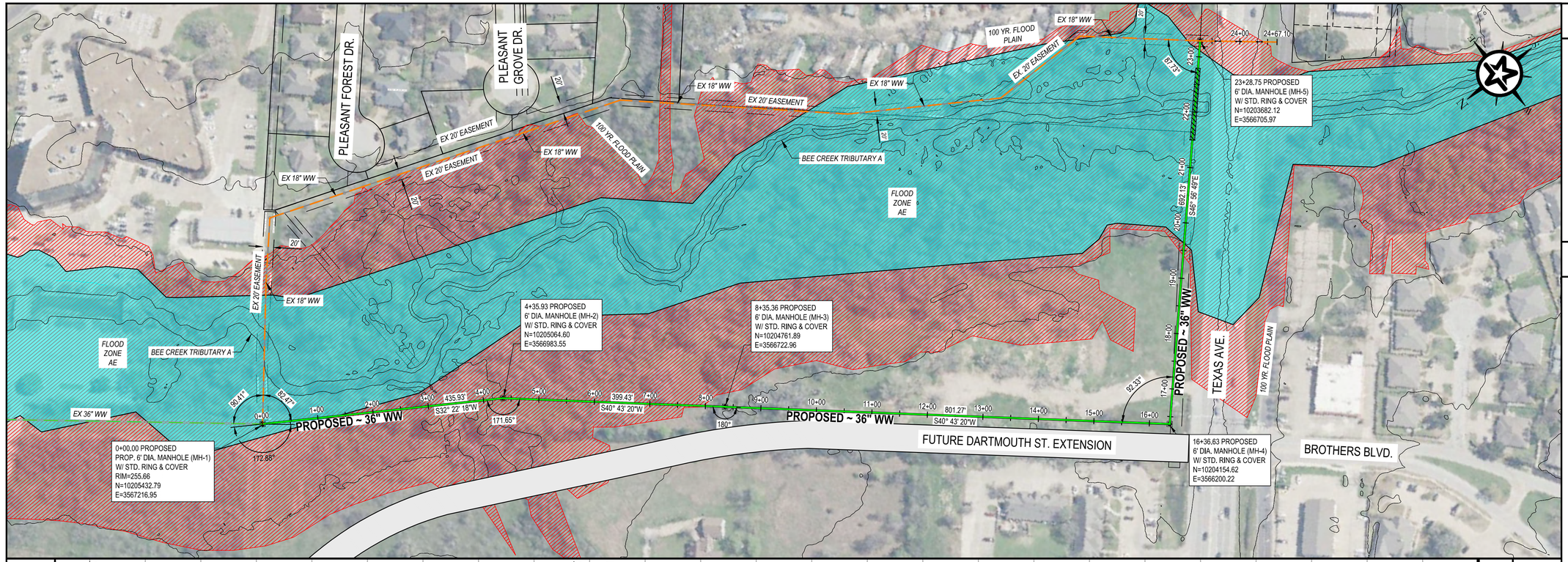
B. Engineering Related Exclusions
   1. The following investigations/assessments:
      a. Traffic Impact Analysis
      b. Utility Testing (Water Pressure, Fireflow, CCTV, etc.) and/or Modeling

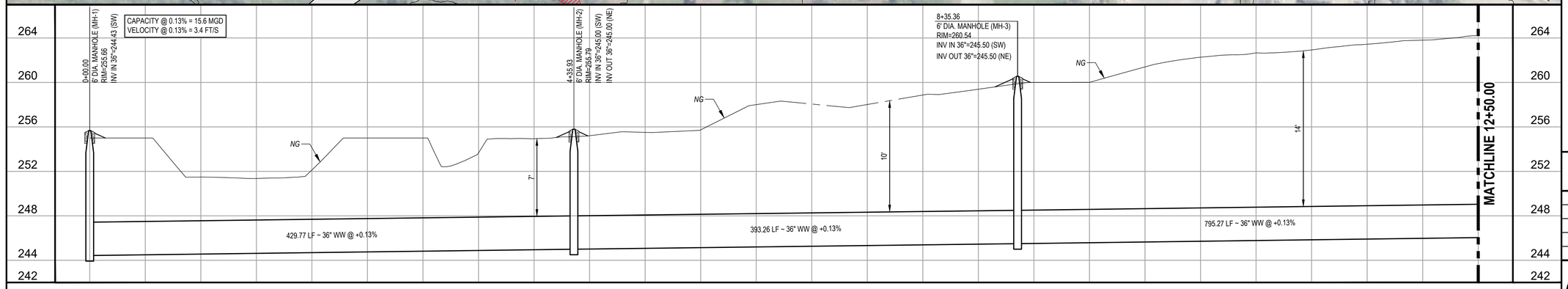
c. Flood Modeling

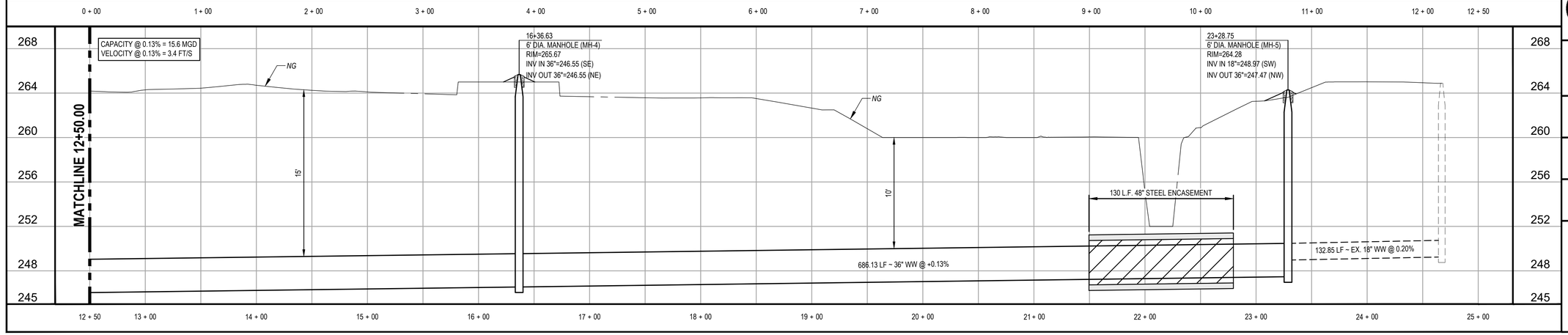
2. The following design elements or drawings:
   a. Wastewater lift systems
   b. Dry/Private/Franchise Utility design (gas, electric, telecom, steam/chilled, etc.)
   c. Stormwater Pollution Prevention Plan (to be prepared by Contractor)
   d. Site Signage or Illumination
   e. Traffic Control Plan or Traffic Signal Systems
   f. Landscaping and Irrigation
   g. Structural Elements:
      i) Retaining Walls
      ii) Screening Walls, Dumpster Enclosures, etc.
   h. Trench Protection or Bore Pit Design
   i. Multiple bid packages/construction contracts
   j. Waivers, Variances, or Special Use Permits
   k. FEMA Flood Map Revisions
   l. Permitting by FEMA, TDLR, Railroads
   m. TDLR Registered Accessibility Specialist ("RAS")

C. Construction Related Exclusions
   1. Resident Project Representative (or inspection)
   2. Post Construction Survey

D. Environmental Related Exclusions
   1. Phase II ESA
   2. USACE Permitting
   3. Cultural Resources Survey
   4. Tree Arborist Services







LEGEND

- 100 YR FLOOD PLAIN
- FLOODWAY
- EXISTING 18" WASTEWATER LINE
- EXISTING 36" WASTEWATER LINE
- PROPOSED 36" WASTEWATER LINE

PROFILE LEGEND

NG ~ CENTERLINE

HORZ 0 25' 50' 100' 200'
VERT 0 2.5' 5' 10'
GRAPHIC SCALE

REV	DESCRIPTION	DATE

Walker Partners engineers | surveyors
T.B.P.E. Registration No. 8053

CITY OF COLLEGE STATION

SOUTHWOOD VALLEY TRUNKLINE PH. II

OVERALL EXHIBIT

PRELIMINARY
FOR REVIEW ONLY

THIS DOCUMENT IS RELEASED FOR THE PURPOSE OF INTERIM REVIEW UNDER THE AUTHORITY OF PROFESSIONAL ENGINEER R. ALAN MUNGER #85343 ON THE DATE SHOWN ON THE DATE STAMP. IT IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMIT PURPOSES.

DESIGNED BY:	ACP/RAM/LCS
DRAFTED BY:	LCS/HBS
CHECKED BY:	GEW
REVIEWED BY:	GEW
PROJECT NO.	4-01184
DRAWING NO.	EXH. 1
SHEET	1 OF 1

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Walker Partners
engineers | surveyors

Exhibit 2

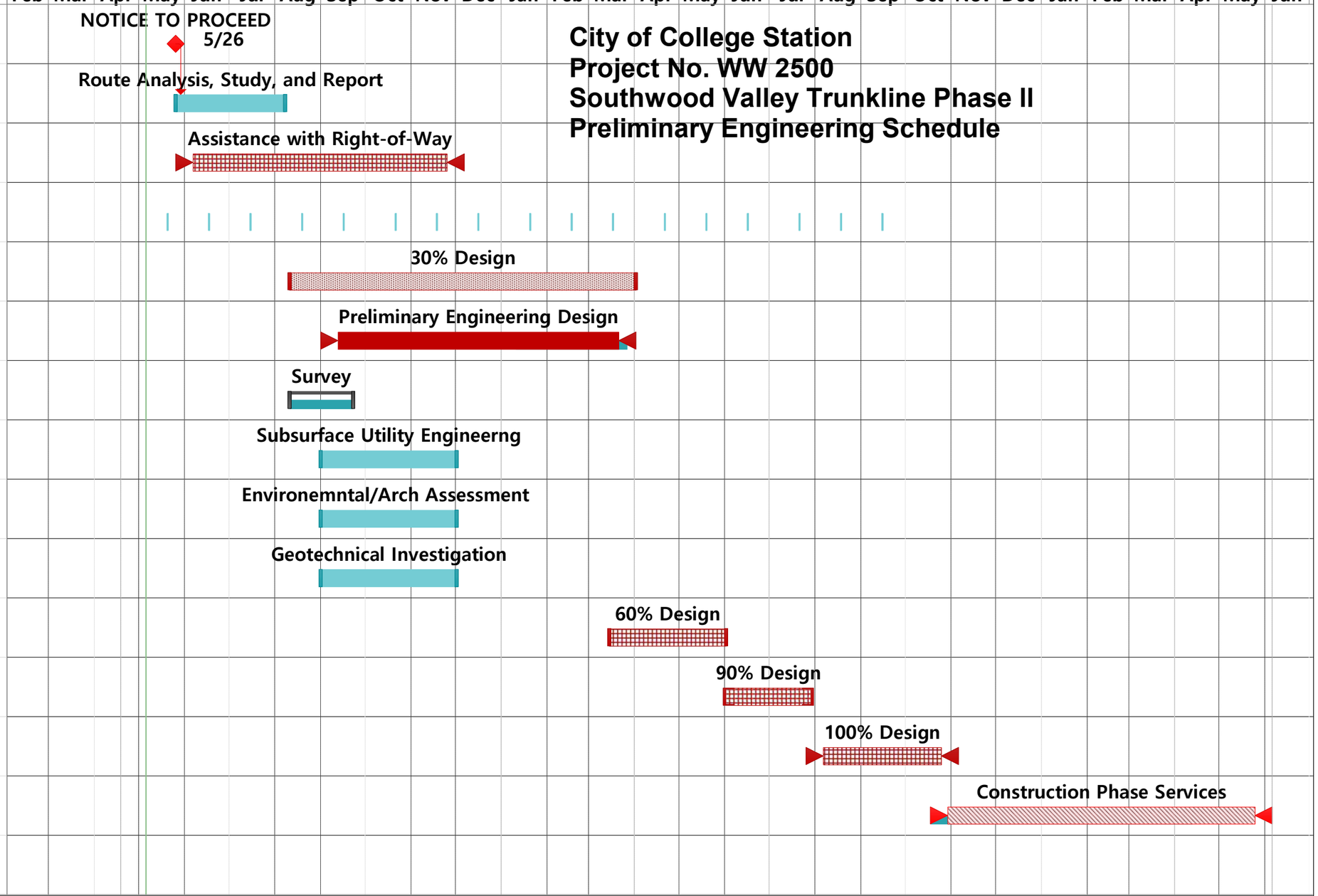
Engineer's Opinion of Probable Cost
City of College Station
Southwood Valley Trunkline Phase II
May 8, 2025

Item	Description	Quantity	Unit	Unit Price	Total Amount
1.00	**General Conditions**				
1.01	MOBILIZATION (10%)	1	LS	$ 206,000.00	$ 206,000.00
1.02	PREPARE RIGHT-OF-WAY	1	LS	$ 50,000.00	$ 50,000.00
1.03	TRENCH SAFETY PLAN	1	LS	$ 2,000.00	$ 2,000.00
1.04	CONFINED SPACE PLAN	1	LS	$ 1,000.00	$ 1,000.00
1.05	CONFINED SPACE IMPLEMENTATION	1	LS	$ 3,000.00	$ 3,000.00
1.06	TRAFFIC CONTROL PLAN	1	LS	$ 2,000.00	$ 2,000.00
1.07	TRAFFIC CONTROL PLAN IMPLEMENTATION	1	LS	$ 15,000.00	$ 15,000.00
1.08	STORMWATER POLLUTION PREVENTION PLAN	1	LS	$ 2,000.00	$ 2,000.00
1.09	SWPPP IMPLEMENTATION	1	LS	$ 25,000.00	$ 25,000.00
1.10	CONTINGENCY (25%)	1	LS	$ 567,000.00	$ 567,000.00
	Subtotal General Conditions				**$ 873,000.00**
2.00	**Wastewater Improvements**				
2.01	36-INCH PVC (GREEN) ASTM F679 PS 115 (ALL DEPTHS) INCLUDING EXCAVATION AND ALL BACKFILL (OFF-STREET TRENCH)	2,200	LF	$ 550.00	$ 1,210,000.00
2.02	36-INCH PVC (GREEN) ASTM F679 PS 115 (INSTALLED IN 48" ENCASEMENT)	130	LF	$ 650.00	$ 84,500.00
2.03	OPEN CUT & ENCASE BEE CREEK CROSSING WITH 48" STEEL ENCASEMENT PIPE (MIN. 5/8" WALL THICKNESS)	130	LF	$ 800.00	$ 104,000.00
2.04	C-I-P CONCRETE ENCASEMENT AROUND 48" STEEL ENCASEMENT AT BEE CREEK CROSSING	130	LF	$ 750.00	$ 97,500.00
2.05	CONNECT EXISTING WASTEWATER LINE TO PROPOSED WASTEWATER MANHOLE	2	EA	$ 5,000.00	$ 10,000.00
2.06	6' DIA. MANHOLE (0-5' DEEP) INCLUDING STANDARD OR WATERTIGHT RING & COVER	5	EA	$ 25,000.00	$ 125,000.00
2.07	EXTRA DEPTH FOR 6' DIA. MANHOLE OVER 5' DEEP	50	VF	$ 700.00	$ 35,000.00
2.08	10'X10' CONC. MH SLAB WITH 6' POST & SIGN	5	EA	$ 5,000.00	$ 25,000.00
2.09	STONE RIP-RAP (DRY) (INCLUDING WOVEN FILTER FABRIC) (COMPLETE IN PLACE)	100	CY	$ 300.00	$ 30,000.00
2.10	REMOVE EXISTING SANITARY SEWER MANHOLE	1	EA	$ 5,000.00	$ 5,000.00
2.11	MISCELLANEOUS SEWER SERVICE CONNECTIONS	1	LS	$ 10,000.00	$ 10,000.00
2.12	MISCELLANEOUS WATER AND SEWER CROSSINGS	1	LS	$ 20,000.00	$ 20,000.00
2.13	HYDROMULCH SEEDING	5,240	SY	$ 5.00	$ 26,200.00
2.14	4-INCH TOP SOIL	5,240	SY	$ 5.00	$ 26,200.00
2.15	SS CONTROL/TEMPORARY BY-PASS PUMPING	1	LS	$ 100,000.00	$ 100,000.00
2.16	WATER STOP	3	EA	$ 10,000.00	$ 30,000.00
2.17	VIDEO NEW WW LINE	2,330	LF	$ 10.00	$ 23,300.00
	Subtotal Wastewater Improvements				**$ 1,961,700.00**
	Total Construction Cost (Base Bid)				**$ 2,834,700.00**

A2.00	**Additive Alternate 1**						
A2.01	6' DIA. MANHOLE (0-5' DEEP) INCLUDING STANDARD OR WATERTIGHT RING & COVER	5	EA	$	25,000.00	$	125,000.00
A2.02	18" CURED-IN-PLACE PIPE (CIPP)	850	LF	$	200.00	$	170,000.00
A2.03	30-INCH STEEL ENCASEMENT (INSTALLED BY AERIAL CROSSING)	250	LF	$	750.00	$	187,500.00
A2.04	EXTRA DEPTH FOR 6' DIA. MANHOLE OVER 5' DEEP	75	VF	$	700.00	$	52,500.00
A2.05	10'X10' CONC. MH SLAB WITH 6' POST & SIGN	5	EA	$	5,000.00	$	25,000.00
A2.06	STONE RIP-RAP (DRY) (INCLUDING WOVEN FILTER FABRIC) (COMPLETE IN PLACE)	165	CY	$	300.00	$	49,500.00
A2.07	HYDROMULCH SEEDING	1,335	SY	$	5.00	$	6,675.00
A2.08	4-INCH TOP SOIL	1,335	SY	$	5.00	$	6,675.00
A2.09	VIDEO NEW WW LINE	850	LF	$	10.00	$	8,500.00
	Total Additive Alternate 1					**$**	**631,350.00**
	Total Construction Cost (Base Bid plus Additive Alternate 1)					**$**	**3,466,050.00**

City of College Station
Project No. WW 2500
Southwood Valley Trunkline Phase II
Preliminary Engineering Schedule

ID	Task Name
1	NOTICE TO PROCEED
2	Route Analysis, Study, and Report
3	*Assistance with Right-of-Way*
11	Progress Meetings
29	*30% Design*
30	Preliminary Engineering Design
38	*Survey*
50	Subsurface Utility Engineerng
51	Environemntal/Arch Assessment
52	Geotechnical Investigation
53	*60% Design*
60	*90% Design*
66	*100% Design*
78	*Construction Phase Services*
88	*Warranty Phase Services*



Project: COLLEGE STATION PRO
Date: Tue 5/6/25

Task	Project Summary	Manual Task	Start-only	Deadline	
Split	Inactive Task	Duration-only	Finish-only	Progress	
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress	
Summary	Inactive Summary	Manual Summary	External Milestone		

APPENDIX 1

Scope of Work for Environmental Services

Terracon Consultants, Inc.

6198 Imperial Loop
College Station, Texas 77845
P (979) 846-3767
F (979) 846-7604
Terracon.com

March 28, 2025

Walker Partners
2700 Earl Rudder Fwy, Suite 1600
College Station, TX 77845

Attn: Mr. Alan Munger
P: 979-599-9870
E: rmunger@walkerpartners.com

RE: Environmental Services Scope of Work
Southwood Valley Trunkline Phase II Project # WW2500
College Station, Brazos County, Texas
Terracon Proposal No. PA1257017

Dear Mr. Munger,

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit to Walker Partners (client) this proposed environmental services scope of work for the above-referenced project.

- Task 1 – Base Phase 1 ESA Services
- Task 2 – Protected Species Habitat Assessment (PSHA)
- Task 3 – Waters of the United States (WOTUS) Delineation
- Task 4 - Cultural Resources Desktop Assessment

Optional Services:

- Task 5 – Phase II ESA
- Task 6 – USACE Permitting
- Task 7 – Cultural Resources Survey

1.0 PROJECT INFORMATION

Terracon understands the project site consists of an approximately 10.5-acre tract of land in College Station, Texas. Approximately 5.5-acres of the project area involve the replacement/repair of an existing 18-inch wastewater line, while approximately 5-acres will involve the installation of a new 36-inch wastewater line (2,600 linear feet) in areas that have not been previously disturbed. It is Terracon's understanding that the previously disturbed 5.5-acre replacement will not require environmental surveys. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

2.0 SCOPE OF SERVICES

2.1 Task 1 – Base Phase 1 ESA Services

The ESA will be performed consistent with the procedures included in ASTM E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this ESA is to assist the client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal. The potential for vapor migration will be addressed as part of a Phase I ESA and will be considered by Terracon in evaluation of RECs associated with the site. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

REC Definition

RECs are defined by ASTM E1527-21 as "(1) the presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* due to a *release* to the *environment;* (2) the *likely* presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* due to a *release* or *likely release* to the *environment;* or (3) the presence of *hazardous substances* or *petroleum products* in, on, or at the *subject property* under conditions that pose a *material threat* of a future *release* to the *environment*." This ESA includes consideration of the movement of hazardous substances and petroleum products in any form, including migration of vapor in the subsurface. A d*e minimis* condition is not a REC.

Review of Per- and Polyfluoroalkyl Substances (PFAS)

There are a family of compounds known as per- and polyfluoroalkyl substances (PFAS) which are considered emerging contaminants of concern due to their mobility and longevity in the environment. PFAS have been used in many products, including but not limited to fire-fighting foam, anti-stick coatings, stain and water-repellent coatings, electroplating, and paper products, among others. On July 8, 2024, US EPA designated two PFAS compounds, perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS), including their salts and structural isomers, as hazardous substances under CERCLA; accordingly, PFOA and PFOS will be evaluated within the scope of E1527-21.

Physical Setting

The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

Historical Use Information

A review of historical resources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following minimum selected references will be obtained and reviewed for the site and adjoining properties, if available:

- Historical topographic maps
- Aerial photographs (approximate 10 to 15-year intervals)
- City directories (approximate 5-year intervals)
- Fire (Sanborn) insurance maps

The following additional historical resources will be reviewed for the site if determined by the Environmental Professional to be warranted, applicable and likely useful:

- Property tax file information
- Building department records
- Zoning records
- Prior environmental reports, if provided by the client.
- Site title search information, if provided by client
- Environmental liens, if provided by client

Pursuant to ASTM E1527-21, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records (or judicial records where appropriate) for environmental liens and activity and use limitations currently recorded against or relating to the site. Note that for ASTM E1527-21, title search information reports shall review *land title records* for documents recorded between 1980 and the present for purposes of environmental liens and activity and use limitations. If the client is unable to provide land title records (or judicial records where appropriate), an abstract firm may be contracted by Terracon to perform a review of land title records (or judicial records where appropriate) for an additional fee. Documentation of environmental liens and activity and use limitations, if recorded, will be provided in the land title records (or judicial records where appropriate). Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the client to provide land title records (or judicial records where appropriate). If land title records (or judicial records where appropriate) are not provided for review in a timely manner, Terracon may conclude that the absence of records represents a data gap, which must be evaluated and documented in the final report.

The client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

Regulatory Records Review

Consistent with ASTM E1527-21, federal, state, and tribal databases, where applicable and within ASTM-defined minimum search distances from the nearest property boundary, will be reviewed for indications of RECs. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.

The scope of work proposed herein includes up to two hours of regulatory agency file and/or records review, including client-provided reports and files. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.

Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including: site description, general site operations, features, activities, uses, and conditions of the site relevant to identifying RECs.

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public rights-of-way.

Report Preparation

A draft report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. Client comments will be considered prior to submittal of the final report. The final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d). Recommendations will be developed as part of the Phase I ESA scope of services.

2.2 Task 2 – Protected Species Habitat Assessment (PSHA)

The purpose of this task will be to identify whether the project site contains habitat for federally- and/or state-listed species as well as habitat for species protected under the Bald and Golden Eagle Protection Act (BGEPA) and Migratory Bird Treaty Act (MBTA). This investigation will be used in conjunction with project design plans to determine the likelihood that a particular species may be adversely impacted by the project. This is the first step in identifying project risk as it pertains to protected species and determining the appropriate steps to mitigate that risk. This task would be completed as outlined below.

2.2.1 Desktop Review

Qualified biologists will conduct a comprehensive desktop review of best available data to evaluate the presence (both historically and contemporarily) of potentially suitable habitat for threatened and endangered species (including migratory bird and bat species and plants) in the project area. The review will be conducted within the context of the specific project location, and will include an assessment at the state, county, and local scale. The review may utilize data from the following:

- USFWS Information for Planning and Consultation (IPaC) database
- The USFWS critical habitat database and aerial imagery from multiple public sources
- Texas Parks and Wildlife Department (TPWD) Natural Diversity Database
- TPWD Annotated County lists of Rare Species
- TPWD Ecological Mapping Systems of Texas (EMST) database
- United States Geological Survey (USGS) land cover database
- Other available Geographic Information Systems (GIS) and species databases

2.2.2 Field Verification Survey

Following the desktop review, biologists will conduct a field verification survey. This survey will employ data collected during the desktop review to focus efforts on surveying for the presence of habitat types associated with species having the potential to occur within the county. Habitat would be identified by walking transects of the site and mapping the

vegetative communities with Global Positioning System (GPS) equipment. In addition, all incidental observations of regulated species will be recorded.

Including field verification efforts within a protected species assessment allows biologists to ground truth the extent of sensitive habitats on-site and facilitate more accurate and confident determinations of the project's potential effects on protected species. In addition, state and/or federal regulatory agencies often require an in-person assessment should agency coordination and/or consultation be required as part of the project permitting process.

2.2.3 Report Preparation

Following the field verification survey, biologists will produce a Protected Species Habitat Assessment Report including a series of maps summarizing the compiled data and identifying regions of the project area presenting potentially suitable habitat for regulated species. This technical report will also provide taxa-specific preliminary determinations of the potential for the project to have an adverse effect on regulated species, and information regarding compliance with the MBTA and BGEPA. Lastly, biologists will provide recommendations for future studies (e.g., presence-absence surveys) should the assessment indicate a need for further investigation.

Based on resource document data and known regulatory requirements, recommendations will be offered as appropriate, and the findings, along with a discussion of the regulatory framework, assessment methodology, and applicable limitations, will be documented in the report. Once the report has been submitted and reviewed by the client, Terracon will address one round of revisions.

2.2.4 Task-Specific Limitations and Considerations

Readily available resources do not typically include comprehensive records of documented sightings as such information is generally not made available to the public. No determination can wholly eliminate uncertainty regarding project effects on listed species. The determinations, findings, and conclusions provided in this scope of services should not be considered authoritative. The limited scope of services described herein may not allow a conclusive determination to be made. In such cases, additional assessments may be recommended.

From previous coordination and communication with the USFWS, that agency does not offer concurrence with no-effect determinations, and typically does not provide further correspondence regarding no effect determinations. However, if there is a finding of potential impacts on the site, the report will need to be submitted for their review. Coordination with USFWS beyond the initial IPaC inquiry and/or a concurrence letter is not included in this scope of services. Likewise, species-specific surveys are not included in this proposal.

The TPWD does not require coordination for no-effect determinations. However, coordination will be required if listed species are positively identified during the site assessment. Coordination with TPWD beyond the initial database inquiry and/or a concurrence letter is not included in this scope of services. Should weather or other unforeseen circumstances affect the schedule, Terracon will prepare a Change Order request for additional work as needed. This scope does not include presence or absence surveys of federally or state listed species.

2.3 Task 3 – Waters of the U.S. (WOTUS) Delineation

This scope item is presented to assist the client in remaining in compliance with Section 404 of the Clean Water Act and/or Section 10 of the Rivers and Harbors Act. The results of this scope may dictate the appropriate level of United States Army Corps of Engineers (USACE) permitting and/or coordination, if any. To accomplish this task, Terracon will perform subtasks which include a desktop review, a site visit, and report preparation as described below.

2.3.1 Desktop Review

Prior to visiting the site, background research will be conducted and will consist of locating and reviewing pertinent maps, aerial photographs, historical topographic maps, soil surveys, plant species data, United States Fish and Wildlife Service (USFWS) National Wetlands Inventory (NWI) maps, soil data from the Natural Resources Conservation Service (NRCS), Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps (FIRM), and other related data necessary for a thorough desktop review of site conditions. This desktop review will assist Terracon in preliminarily identifying suspect aquatic resources on the site. Typically, for larger sites, areas of interest are identified through the desktop review to identify areas to target in the field to avoid unnecessary time, effort, and costs associated with transecting the entire site.

2.3.2 Site Visit

A site visit will be performed by a qualified environmental professional to determine the existence and locations of aquatic features, including wetlands. The delineation methodology will follow the 1987 Corps of Engineers Wetland Delineation Manual and applicable regional supplements. Aquatic features will be mapped using a Global Positioning System (GPS) device capable of sub-meter accuracy and according to the procedures required by the USACE. Field personnel will photographically document on-site conditions as well as aquatic features.

2.3.3 Report Preparation

Terracon's comprehensive reports typically address the applicable framework, describe the assessment methodology, limitations, and findings, and provide site-specific conclusions and recommendations as appropriate. The Waters of the United States (WOTUS) Delineation report will include a brief description of the project,

methods/sampling procedures, and results as required by the USACE. A preliminary determination and description of potentially jurisdictional WOTUS and potentially non-jurisdictional aquatic resources identified on the project site will be described in detail. Wetland determination data forms completed in accordance with USACE guidelines for each observation point will be included. Several maps showing the project site against relevant geospatial data will also be included. Finally, professional opinions regarding the potential jurisdictional status of the identified aquatic resources with supporting documentation and rationale will be offered.

2.3.4 Task-Specific Limitations and Considerations

Wetlands are naturally evolved and evolving systems. Effects of man-made disturbances, temporal variations (e.g., rainfall, season, drought), and subjective interpretation of data may preclude assessment in conformance with USACE requirements and significantly affect findings, conclusions, and recommendations.

This scope of work does not include an effort to inform, confirm, coordinate, or otherwise communicate Terracon's findings with the USACE, Environmental Protection Agency, or any other regulatory agency.

2.4 Task 4 – Cultural Resources Desktop Assessment

In Texas, cultural resources are reviewed at the federal level under Section 106 of the NHPA of 1966 (54 United States Code § 300101 et seq.), as amended, and the state Antiquities Code of Texas (ACT; Natural Resources Code, Chapter 191) and associated rules (Texas Administrative Code, Title 13, Chapter 26). The Texas Historical Commission (THC) and applicable federal agencies are responsible for managing cultural resource compliance in Texas.

It is understood that the proposed project will occur on lands owned or controlled by the City of College Station, a political subdivision of the State; therefore, compliance with the ACT would be required. Additionally, it is understood that no federal nexus (federal funding, permitting, or use of federal land) is anticipated at this time and coordination under Section 106 of the NHPA will not be required. If this information is not accurate, please inform the undersigned as soon as possible so that a revised scope, schedule, and/or budget may be determined, as needed.

Terracon will prepare a cultural resources desktop assessment that contains information about the presence or probability of cultural resources within a one-kilometer Search Radius of the project site to assist the client in evaluating and complying with the Antiquities Code of Texas (Code). This assessment will include the review of the Texas Archeological Sites Atlas restricted-access database, the National Register of Historic Places (NRHP) database, and the Texas Department of Transportation (TxDOT) Bryan District Hybrid Potential Archeological Liability Map (HPALM) datasets, that assess the likelihood for buried precontact archeological sites in certain areas of Texas, as well as sources representing soils and geology mapped within the project site. Terracon will review additional sources such as USGS topographic

maps, aerial imagery, TxDOT online Historic Resources Aggregator, and the Texas Freedom Colonies Project Atlas which represents post-Bellum Black settlements and areas of cultural significance to Black communities. These sources will be consulted to identify previous cultural resources projects, known precontact or historic-period archeological sites, State Antiquities Landmarks (SALs), and historic properties listed or eligible for listing in the NRHP within the project site or the one-kilometer Search Radius. A field visit is not included and will not be conducted as part of this task.

Terracon will present the results of these queries in a detailed report prepared with appropriate illustrations and tabulated data summaries. This assessment will include Terracon's professional opinion about the need for additional work, if warranted. Upon review and acceptance of the assessment by the client, Terracon will coordinate this assessment with the THC. By law, the THC, which serves as the State Historic Preservation Office (SHPO), has 30 days to review and comment.

Additionally, if the project requires federal permitting (i.e., U.S. Army Corps of Engineers Waters of the United States [WOTUS]) or funding, compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended (36 Code of Federal Regulations Part 800) will be necessary.

3.0 OPTIONAL SCOPE OF SERVICES

3.1 Optional Task 5 – Phase II ESA

Based on the findings of the Phase I ESA, Terracon may recommend a Phase II ESA to assess the presence or absence of RECs that are identified based on known or suspected on-site or off-site property releases. The scope of work for the Phase II ESA will be designed for the known/suspected source of a release, the suspected material(s) released, and the proposed site acquisition and redevelopment activities. The scope of work for a Phase II ESA typically involves the advancement of soil borings and the construction of temporary groundwater sampling points (TSPs) to facilitate the collection of soil and groundwater samples. The collected samples are submitted to a laboratory for analysis of targeted chemicals of concern, the results of which are compared to the appropriate regulatory action levels (i.e., Texas Commission on Environmental Quality or Railroad Commission of Texas).

The actual costs for the Phase II ESA will be based on the findings of the Phase I ESA and scope of services consultations with the client.

3.2 Optional Task 6 – USACE Permitting

If it is determined that there are jurisdictional aquatic features within the project site, and if project-related activities will permanently impact those jurisdictional aquatic features, a Section 404 permit will be required. Generally speaking, activities authorized under a

Nationwide Permit (NWP) cannot cause the loss of more than 0.5 acres of wetland and/or 0.03-acres of an impact to stream features.

3.2.1 Pre-Construction Notification Preparation

There are a limited number of activities authorized under an NWP that do not require a Pre-Construction Notification (PCN). However, if it is found to be necessary, Terracon will draft a PCN that includes exhibits showing the project site against relevant geospatial data, simple plan and profile views of the proposed construction, photographs, and all necessary supplemental documents. Terracon will participate in an introductory meeting with the USACE, along with one round of submissions of the proposed impacts. Additional meetings and consultation with the USACE will require a change order to be issued. A WOTUS Delineation Report must be included in a PCN. The delineation is considered a separate scope item listed above as Task 3.

The client will provide the following necessary additional items and information:

- Engineering plans that show the full extent of work for the entire project area. The USACE prefers plans that are at least 90% complete. It is important to note that changing the plans after the application has been submitted will require a re-submission.
- A formal project description including the purpose and need.
- Alternative construction methods and site layouts that may have been considered before arriving at the final design including, but not limited to temporary and permanent impacts.
- Secondary environmental impact avoidance and minimization measures (i.e., Storm Water Pollution Prevention Plan).

3.2.2 Timeline

Once the PCN has been submitted, the USACE will respond with an official Acknowledgement of Receipt. They will have 30 days from the date of Acknowledgement of Receipt to ask for supplemental information. If they do, the 30-day “clock” will start from the day the requested information is received. If they do not ask for more information, or if the 30-day inquiry window expires, the PCN is considered administratively complete. The USACE then has an additional 45 days to decide and issue project authorization. If granted, the applicant can proceed with the proposed activities as outlined in the PCN. The typical turnaround for a NWP in the Fort Worth District is 75 to 90 days, but can be prolonged due to additional information requests.

This scope does not include any efforts related to jurisdictional determinations, assessing wetland and stream ecological function, USACE Level I or Level II Stream Condition Assessment, USACE site visits, preparing an Individual Permit

or compensatory mitigation. A change order will be negotiated in the event any of these services are required.

3.3 Optional Task 7 – Cultural Resources Survey

This scope item is included as an optional survey if the THC determines that a survey of the project area is required. The purpose of the survey is to locate sites that may be present within the project area and make recommendations (as possible) regarding the sites' eligibility for listing in the NRHP or designation as a SAL. The first step will involve filling out an Antiquities Code Permit Application and associated scope of work. The THC will take up to 30 days to assign the permit.

Terracon understands the project site consists of an approximately 10.5-acre tract of land in College Station, Brazos County, Texas. Approximately 5.5-acres of the project area involve the replacement of existing water lines, while approximately 5-acres will involve the installation of a new line in areas that have not been previously disturbed. It is Terracon's assessment that the previously disturbed 5.5-acre replacement will not require a survey. **A change order will be required if a survey of the previously disturbed area is required.** The new lines will have impacts as deep as 30 feet.

Under currently accepted minimum standards for project areas that are less than 25 acres in size, two shovel tests will be excavated per acre. This translates to a total of 10 shovel tests. Due to the depths of impact and likelihood of deeply buried deposits (greater than 80cm), deep mechanical testing will likely be required. For deep mechanical testing, Council of Texas Archeologists (CTA) standards allow for trenches to replace shovel tests at a ratio of 1:2, which translates to a total of five trenches. Qualified professional archeologists will carry out these efforts consistent with the current Standards for Professional Survey proposed by the CTA and adopted by the THC.

The pedestrian survey will include an inspection and documentation of ground surface exposures, erosional profiles, and areas of previous ground disturbance. Mechanical excavation will target a depth of 4-5m or until one of the following are reached: a) bedrock; b) deposits that represent facies beneath which archeological potential is minimal, such as thick (50 cm+) channel gravels; or c) deposits that substantially predate the Holocene. Trench profiles will be examined for cultural deposits and/or materials, photographed, general soil and geomorphological notes will be completed; when appropriate, trench profiles may be drawn.

Trench deposits will be sampled for cultural materials by passing one 5-gallon bucket of sediment from every third excavator bucket load through ¼" mesh. Any artifacts or other cultural items that are observed will be described, photographed alongside a scale, and recorded on site and then returned to the units after being placed into plastic, zip-lock bags inscribed with the trench number and level number from which they came. Trench locations will be recorded by a hand-held GPS receiver unit capable of sub-meter accuracy. This work

will be conducted by professional personnel meeting current Secretary of the Interior standards for professional archeologists.

Artifacts recorded during the survey will be documented in the field and then reburied at the bottom of the corresponding trench. Sites found will be delineated so that their horizontal extent is known, and their vertical extent is approximated to the degree feasible within the limits of the project site. It is estimated that two days of field time will be required to complete the work with a Principal Investigator and one field technician.

Upon completion of the fieldwork described above, observations made about the nature or character of sites encountered or cultural deposits that are noted will be summarized in a professional report that meets the current Standards for Archeological Reporting established by the CTA. The draft will be submitted to the client for review and comment. Upon receipt, comments on the draft report will be addressed to the satisfaction of the client before submission to the THC for review.

4.0 SCHEDULE

Task 1 – Phase I ESA

A draft report will be submitted within 20 business days from written notice to proceed.

Task 2 - Protected Species Habitat Assessment

Services will be initiated within 15 days upon receipt of authorization, per below, with written notice to proceed. The initial draft submittals will be emailed to the client for review and/or approval within 45 business days of initiation. If schedule delays are anticipated based on weather and/or encountered site conditions, the client will be contacted to discuss changes in the schedule.

Task 3 - WOTUS Delineation

Services will be initiated within 15 days upon receipt of authorization, per below, with written notice to proceed. The initial draft submittals will be emailed to the client for review and/or approval within 45 business days of initiation. If schedule delays are anticipated based on weather and/or encountered site conditions, the client will be contacted to discuss changes in the schedule.

Task 4 - Cultural Resources Desktop Assessment

The cultural resources desktop assessment will be initiated within 20 business days upon receipt of authorization and a written notice to proceed (NTP). Upon completion of the desktop review, a copy will be sent to the Client for review. After receipt of the Client's comments, Terracon will submit the desktop to the THC, who will review the deliverable and issue their opinion regarding concurrence with Terracon's recommendations. *The THC*

can take up to 30 days to complete their review of submitted deliverables. Additional time may be required by other reviewing agencies.

Optional Scope of Services

Task 5 – Phase II ESA

Phase II ESA field activities can be initiated within seven business days of project authorization and typically can be completed over the course of one to two business days. The Phase II ESA report will be submitted within four weeks of project authorization. The actual project schedule will be based on the availability of environmental drillers and other subcontractors. Standard analytical laboratory turnaround is seven business days.

Task 6 - USACE Permitting

Services will be initiated upon completion of the WOTUS delineation and upon receiving 90% complete construction drawings from the client, complete with permanent and temporary impacts. Terracon will draft the permit information and arrange USACE consultation on a timeline that supports both the client and governing agency within 45 days of approval to proceed. The typical turnaround time for the Fort Worth District is 75 to 90 days.

Task 7 - Cultural Resources Survey

Fieldwork will be initiated within 30 business days upon receipt of the NTP. The initial draft report will be emailed to the client for review and/or approval within 30 business days of completion of fieldwork.

APPENDIX 2

Scope of Work for Geotechnical Engineering Services

Terracon Consultants, Inc.

6198 Imperial Loop Drive
College Station, Texas 77845
P (979) 846-3767
Terracon.com

March 28, 2025

Walker Partners
2700 Earl Rudder Fwy., Suite 1600
College Station, Texas 77845

Attn: Mr. R. Alan Munger, P.E., CFM
P: (979) 599-9870
E: rmunger@walkerpartners.com

RE: Scope Estimate for Geotechnical Engineering Services
Southwood Valley Trunkline Phase II
Pleasant Forest Drive to South Texas Avenue
College Station, Texas
Terracon Document No. PA1255032

Dear Mr. Munger:

Terracon Consultants, Inc. (Terracon) understands that we have been selected based on qualifications to provide Geotechnical Engineering services for the above referenced project. The following exhibits outline our understanding of the scope of services to be performed by Terracon for this project.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location and Nearby Geotechnical Data
Exhibit E	Anticipated Exploration Plan

Sincerely,

Terracon
(Texas Firm Registration No. F-3272)

Nabonita Datta
Geotechnical Professional

David G. Haynes, P.E.
Department Manager

Subject Matter Expert (SME) review by *Sam Brancheau, P.E. (AL)*

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by Walker Partners and the expected subsurface conditions as described below. We have not visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request Walker Partners and/or the design team verifies all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	An email request for a scope estimate was provided by Walker Partners on March 24, 2025. The following information was provided: ■ "Request for Qualifications" for Engineering Design Services of Southwood Valley Trunkline PH II near Pleasant Forest Drive to Texas Avenue PDF document ■ "Southwood Valley Trunkline PH II" KMZ file ■ Overall Exhibit-EXH-1 PDF document
Project Description	The project includes the replacement or supplementation of approximately 1,900 linear feet of 18-inch existing sanitary sewer line with 30-inch or 36-inch sizes, from a tie-in location near Pleasant Forest Drive to Texas Avenue. We understand the utility depth of the pipeline is planned to be approximately 14 to 18 feet below the existing grade. We understand Horizontal Direction Drilling (HDD) and open trench methods are currently being considered for the installation of the new sewer lines. The document assumes the HDD option with alternative options described in Exhibit B.

Should any of the above information or assumptions be inconsistent with the planned construction, please let us know so that we may make any necessary modifications to this scope estimate.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project is located at the northeast quadrant of the intersection of Brothers Boulevard and South Texas Avenue from Pleasant Forest Drive to South Texas Avenue in College Station, Texas. Latitude: 30.5977°, Longitude -96.2969° (Approximate) (See Exhibit D)
Proposed Improvements	The proposed 30-inch or 36-inch steel trunkline will be approximately 2,200 linear feet starting about 600 feet northwest of the intersection of Mile Drive and South Texas Avenue. From that point, the trunkline will run about 600 feet northwest and turn 90 degrees to the northeast for approximately 1,600 linear feet, where it will connect to the existing 36-inch wastewater trunkline. We understand the 600 linear feet and 1,600 linear feet sections are planned to be installed via HDD.
Existing Site Conditions	Existing overhead and underground utility lines, dense and scattered trees, and grass occupy portions of the site. A small creek running southwest/northeast crosses South Texas Avenue and the proposed trunkline path about 100 to 200 feet northwest of the proposed trunkline starting point.
Existing Topography	Based on Google Earth, the site elevation ranges from approximately 255 to 265 feet. The bottom of the existing creek is estimated to be about 10 to 15 feet below the surrounding grades.
Site Access	We expect the site and all exploration locations, are accessible with our all-terrain vehicle (ATV)-mounted drilling equipment and support vehicles.
Expected Subsurface Conditions	Our experience near the vicinity of the proposed development and review of geologic maps indicates that subsurface conditions consist of fat clay, lean clay, and clayey sand soils.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by Walker Partners, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program options which are anticipated to be completed within one to two days of on-site activities.

Option 1: All Horizontal Directional Drilling (HDD) Installation

Number of Borings	Planned Boring Depth (feet) [1]	Planned Location [2]
4 (B-1 through B-4)	40	Proposed 30-inch or 36-inch Wastewater line
4	**160**	**Total**

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Option 2: Combination Trenched Methods and HDD Installation

Number of Borings	Planned Boring Depth (feet) [1]	Planned Location [2]
2 (B-1 and B-2)	40	By South Texas Avenue with HDD running under the Creek
2 (B-3 and B-4)	30	Northeast to southwest portion of trunkline
4	**140**	**Total**

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Option 3: All Trenched Methods Installation

Number of Borings	Planned Boring Depth (feet) [1]	Planned Location [2]
4 (B-1 through B-4)	30	Proposed 30-inch or 36-inch Wastewater line
4	**120**	**Total**

1. Although not anticipated based on the geology in the vicinity of the project site, borings would be terminated at shallower depths if refusal is encountered.
2. The planned boring locations are shown on the attached **Anticipated Exploration Plan**.

Boring Layout and Elevations: If possible, we recommend the boring locations be surveyed and placed with a minimum 25-ft offset from the planned HDD alignment. If the boring locations cannot be surveyed, we will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of +/-20 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site-specific, surveyed topographic map.

Subsurface Exploration Procedures: We will advance borings with an ATV-mounted drill rig using continuous flight augers. Samples will be obtained continuously in the upper 20 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using open-tube and/or split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: Terracon will take reasonable efforts to reduce damage to the property. However, it should be understood that in the normal course of our work some disturbance could occur including rutting of the ground surface.

We will backfill borings with cement-bentonite grout upon completion. Borings will be grouted to 12-inches below ground surface then capped with a soil plug. Our services do not include repair of the site beyond backfilling our boreholes. Excess auger cuttings will be dispersed in the general vicinity of the borehole. Because backfill material often

settles below the surface after a period, we recommend that boreholes to be periodically checked and backfilled, if necessary.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through Texas 811. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us.

Terracon's Scope of Services does not include private utility locating services. If the landowner/client is unable to accurately locate private utilities, and it becomes apparent that the risk of private utilities on/near the site exists, then Terracon will initiate conversations with the client about additional scope and the corresponding fee to provide these services.

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00 am and 5:00 pm).

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content
- Unit dry weight
- Atterberg limits
- Combined sieve and hydrometer analysis
- Unconfined Compressive Strength

Our laboratory testing program includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer. The geotechnical engineering report will provide the following:

- Boring logs with field and laboratory data
- Stratification based on visual soil classification
- Groundwater levels observed during drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Utility construction considerations
- Trenched utility installation recommendations

In addition to the items noted above, geotechnical recommendations and considerations will be provided for the two crossings via a trenchless method. At this time, we understand the preferred trenchless installation method will be HDD. The geotechnical engineering report(s) for the crossings will include and/or address the following:

- Discussion regarding the feasibility of trenchless installations via HDD
- Discussion of alternate trenchless installation methods

Please note that Terracon will require plan and profile drawings for each trenchless installation to provide geotechnical recommendations. Please also note that the hydro-fracture inadvertent return (HFIR) analysis for the creek crossing planned via horizontal directional drilling is not included in Terracon's scope of services. If this analysis is needed, please notify Terracon so that we may adjust our Scope of Services.

In addition to an emailed report, your project will also be delivered using **Compass**. Upon initiation, we will provide you and your design team with the necessary link and password to access the website (if you have not previously registered). Each project includes a calendar to track the schedule, an interactive site map, a listing of team members, access to the project documents as they are uploaded to the site, and a collaboration portal. We welcome the opportunity to have project kickoff conversations with the team to discuss key elements of the project and demonstrate features of the portal. The typical delivery process includes the following:

- Project Planning – Scope estimate document information, schedule, and anticipated exploration plan
- Site Characterization – Findings of the site exploration and laboratory results
- Geotechnical Engineering Report

When services are complete, we upload a printable version of our completed Geotechnical Engineering report, including the professional engineer's seal and signature, which documents our services. Previous submittals, collaboration, and the report are maintained in our system. This allows future reference and integration into subsequent aspects of our services as the project goes through final design and construction.

Project Schedule

We developed a schedule to complete the Scope of Services based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Compass Manager	Schedule from Notice to Proceed [1, 2]
Kickoff Call with Client	5 to 7 business days
Field Work Mobilization	10 to 15 business days
Site Characterization	15 business days after completion of field program
Geotechnical Engineering	25 business days after completion of field program

1. Upon receipt of your notice to proceed, we will activate the schedule component on **Compass** with specific, anticipated dates for the delivery points noted above, as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar on **Compass**. The schedule will be updated to maintain a current awareness of our plans for delivery.

Exhibit D – Site Location

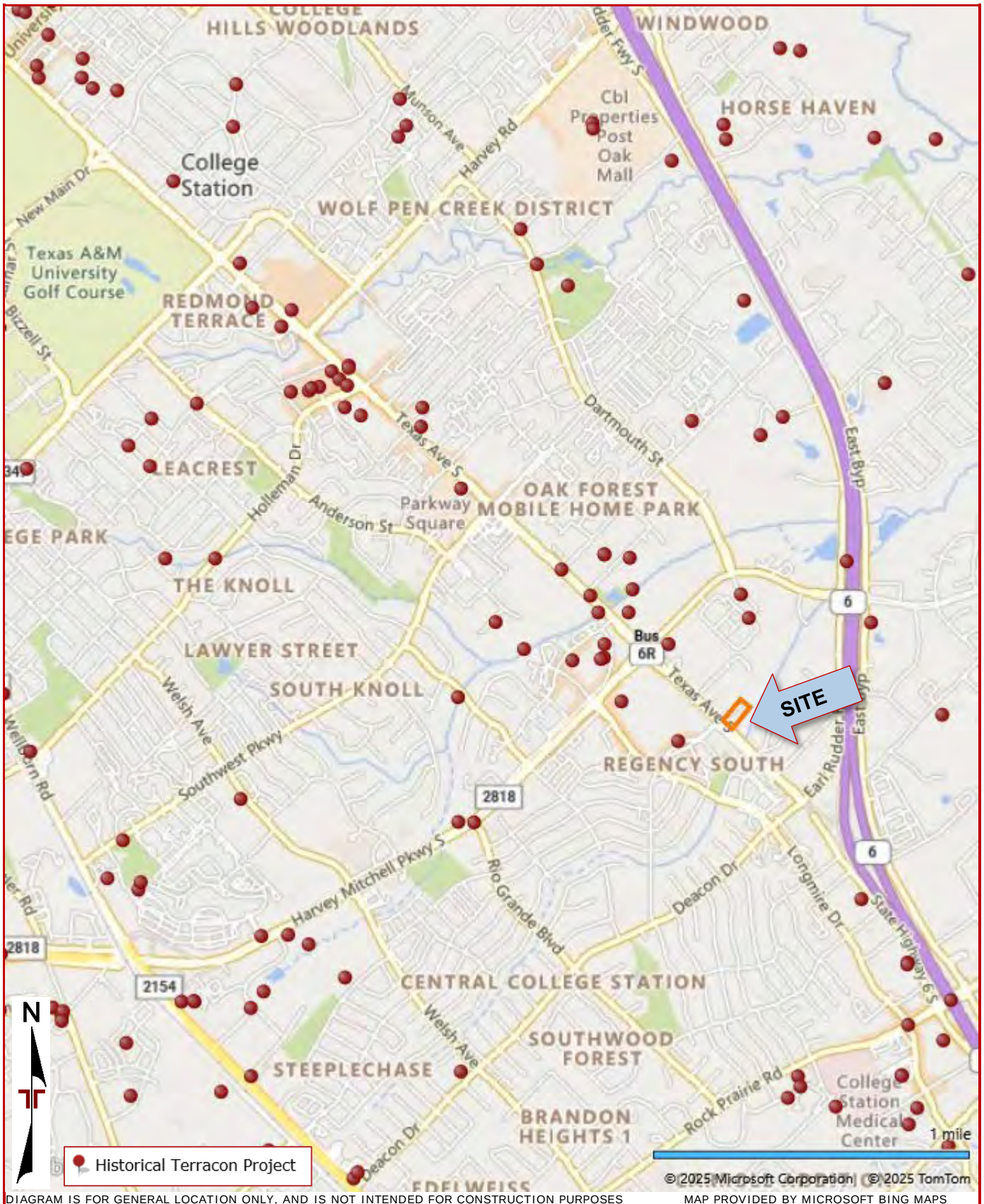


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

Exhibit E – Anticipated Exploration Plan

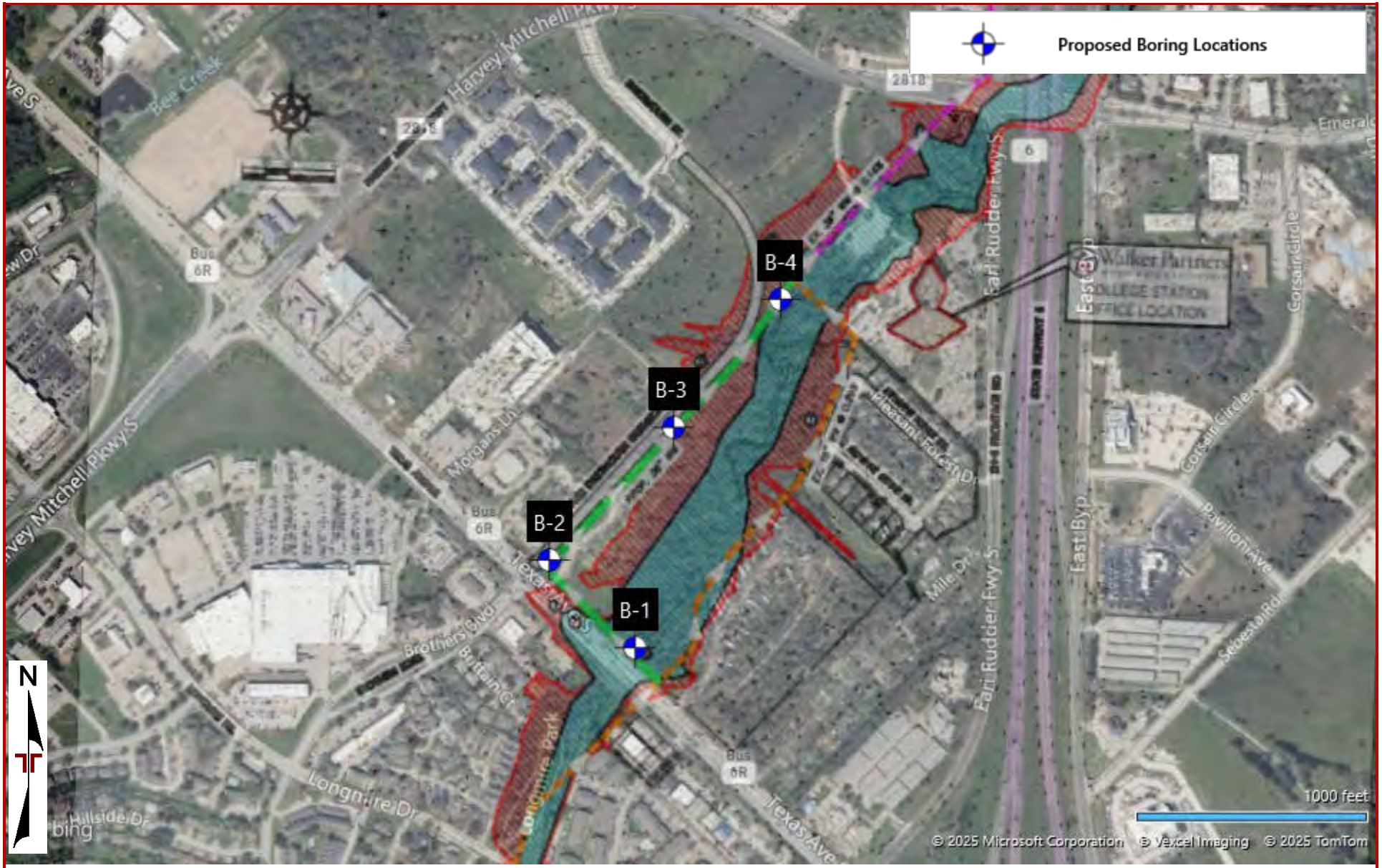


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

MAP PROVIDED BY MICROSOFT BING MAPS

APPENDIX 3

Scope of Work for Subsurface Utility Engineering Services

The Rios Group, Inc.

March 28, 2025

Alan Munger
Walker Partners
2700 Earl Rudder Frwy., Suite 1600
College Station, Texas 77845
281.770.6048
rmunger@walkerpartners.com

RE: Subsurface Utility Engineering
City of College Station – Southwood Valley Trunkline
College Station, Texas

Dear Mr. Munger:

The Rios Group, Inc. (TRG) is pleased to submit a cost proposal for Subsurface Utility Engineering (SUE) for the above-mentioned project. This proposal is based on information provided via email on March 26, 2025.

Introduction

TRG will perform SUE services for this project in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities". SUE Quality Level definitions and data limitations are included in Exhibit C, attached to this proposal.

Scope of Work

Based on information provided by Walker Partners (Client), TRG has developed a proposed scope for SUE services on this project. This scope may be modified, with Client and TRG concurrence, during the performance of work if warranted by changing or unexpected field conditions.

The scope of this proposal includes QLB and QLA SUE services.

To Include:

In general, QLB SUE services are requested within the limits of the City of College Station – Southwood Valley Trunkline project as shown in red on Exhibit B, attached to this proposal. QLB SUE services provided will be inclusive of QLC and QLD. The limits are a 100' wide corridor along the proposed ROW for the new/replaced wastewater lines that run along and perpendicular to Texas Avenue. TRG has made the following assumptions for the QLB SUE Services on this project:

- Any necessary Right-Of-Entry (ROE) permits and access to the site will be provided by the Client prior to the start of field work.

- TRG will perform records research and acquire available existing utility records within the project limits. This will include contacting the applicable One Call agency and associated utility owners/municipalities to request records and reviewing available utility record information obtained.
- TRG will attempt to designate the following utilities within this area: potable water, reclaimed water, chilled water, traffic signal cables, street lighting, TxDOT CTMS cables, natural gas/crude oil/refined product pipelines, communication duct banks, fiber optic, cable television, telephone, and electric.
- Wastewater and storm drain facilities will be inverted at manholes and will be depicted as QLC information.
- TRG will attempt to designate utility service lines, however, because these lines are often non-conductive and not shown on records TRG cannot guarantee all service lines will be included in the final deliverables.
- The following facilities/items are specifically excluded from the scope of work of this proposal: private service lines, irrigation lines, overhead utilities, detailed vault investigations.
- TRG will attempt to provide Electronic Depth readings calculated by TRG's geophysical equipment. If Electronic Depth readings can be obtained, they will be provided every 50 feet. However, due to the inconsistency with Electronic Depth readings, TRG cannot guarantee the accuracy of the information. Data will be provided for informational purposes only.

This proposal also includes up to five (5) QLA SUE test holes at locations that will be provided by the Client following a review of the QLB SUE information. TRG has made the following assumptions related to test hole excavations on this project:

- Test holes will be excavated using vacuum excavation equipment.
- All test holes will be accessible to truck/trailer-mounted vacuum excavation equipment. Any improvements required to access test hole locations (clearing, grading, mat installation, etc.) will be provided by others at no cost to TRG).
- Right-Of-Way (ROW) permits from the City of College Station will be required. TRG will obtain all required City permits and ensure that coordination and compliance with the City is provided.
- Designed traffic control plans will not be required.
- Traffic control measures will not be required.
- Pavement coring/repair will not be required.
- The following items are specifically excluded from this scope of work: flowable fill for backfill of test holes, full-section pavement repair (including sidewalks)
- Due to the risk of damage, TRG will not attempt to probe or excavate test holes on AC water lines unless approval is obtained from the owner in advance.
- Excavation in rock, or to a depth greater than 18 feet, is considered beyond the scope of this proposal.

The survey of SUE field markings and test hole locations is not included in this scope of work. It is assumed that the Client will provide SUE survey data for use in preparing the final deliverables.

Deliverables

TRG will provide the following as a final deliverable to the Client:

- A utility file in CAD format depicting all SUE data documented on the project. The Client will provide TRG with any necessary background files for use in completing the final deliverables.
- A summary sheet of all test hole coordinate data and depth information.
- 8.5" x 11" Test Hole Data Forms for all test hole locations completed. These forms will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- 11" x 17" SUE Plan Sheets depicting all SUE data documented on the project. These plans will be signed and sealed by a Professional Engineer and delivered to the Client in electronic PDF form.
- A Utility Report containing metadata (e.g. scope of work, work limits, dates of performance, survey control, etc.), information about the Utility Investigation not otherwise conveyed in other project deliverables, and recommendations to address data deficiencies.

Schedule

TRG can mobilize within three (3) weeks of receiving Notice-To-Proceed (NTP). TRG will apply for the required ROW permits immediately following receipt of NTP. TRG estimates that the QLB SUE work can be completed in twenty-five (25) working days following approval of the ROW permits, broken down as follows:

- QLB field work – 5 days
- QLB deliverable preparation – 20 days, upon receipt of survey data from the client.

TRG estimates that the QLA SUE work can be completed in twenty-three (23) working days following approval of the City ROW permit, broken down as follows:

- Layout test holes – 1 day
- QLA field work – 2 days
- QLA deliverable preparation – 20 days, upon receipt of survey data from the client.

Estimated Fee

The total estimated cost to complete the work described herein is **Twenty-Five Thousand and Seventy-Six Dollars and 73/100 ($25,076.73)**. An itemized breakdown of cost is provided in Exhibit A. Please note that these pricings are based on estimated quantities, and that only actual quantities will be invoiced – up to the total Contract amount.

We look forward to working with you on this project. If there are any questions, please do not hesitate to call at 512.580.5440.

Respectfully,

The Rios Group, Inc.

Derik Melton
Project Manager

THE RIOS GROUP

Estimate for Subsurface Utility Engineering
COCS Southwood Valley Trunkline Utilities
College Station, Texas

EXHIBIT A

Hourly Office Labor	*Rate*	*Assumed Quantity*	*Unit of Measure*	*Sub-Total*
Supervisory Engineer	$ 199.62	2	HR	$ 399.24
Senior SUE Project Manager	$ 194.19	4	HR	$ 776.76
SUE Project Manager	$ 159.76	8	HR	$ 1,278.08
Professional Engineer	$ 171.76		HR	$ -
Assistant Project Manager	$ 112.02	16	HR	$ 1,792.32
Engineer in Training	$ 114.77		HR	$ -
CADD Technician	$ 80.81	40	HR	$ 3,232.40
Senior CADD Technician	$ 102.37		HR	$ -
Engineering Technician	$ 64.59	2	HR	$ 129.18
Field Manager	$ 125.75	5	HR	$ 628.75
Administrative Specialist	$ 90.72		HR	$ -
Sub-Total				**$ 8,236.73**

QL"B" SUE Designating	*Rate*	*Assumed Quantity*	*Unit of Measure*	*Sub-Total*
One Designating Person	$ 168.00	40	HR	$ 6,720.00
Two Person Designating Crew	$ 262.00	10	HR	$ 2,620.00
Sub-Total				**$ 9,340.00**

QL"A" SUE Test Holes				
Unit Rate - Depth	*Outside Pavement Rate*	*Assumed Quantity*	*Unit Of Measure*	*Sub-Total*
0 - 5 feet	$ 1,380.00	3	EA	$ 4,140.00
5 - 8 feet	$ 1,680.00	2	EA	$ 3,360.00
8 - 13 feet	$ 2,100.00	0	EA	$ -
13 - 20 feet	$ 2,700.00	0	EA	$ -
Over 20 feet	$ 3,200.00	0	EA	$ -
Pavement Coring	$ 390.00	0	EA	$ -
Test Hole Total		5		
Sub-Total				**$ 7,500.00**
Total Estimated Cost				**$ 25,076.73**

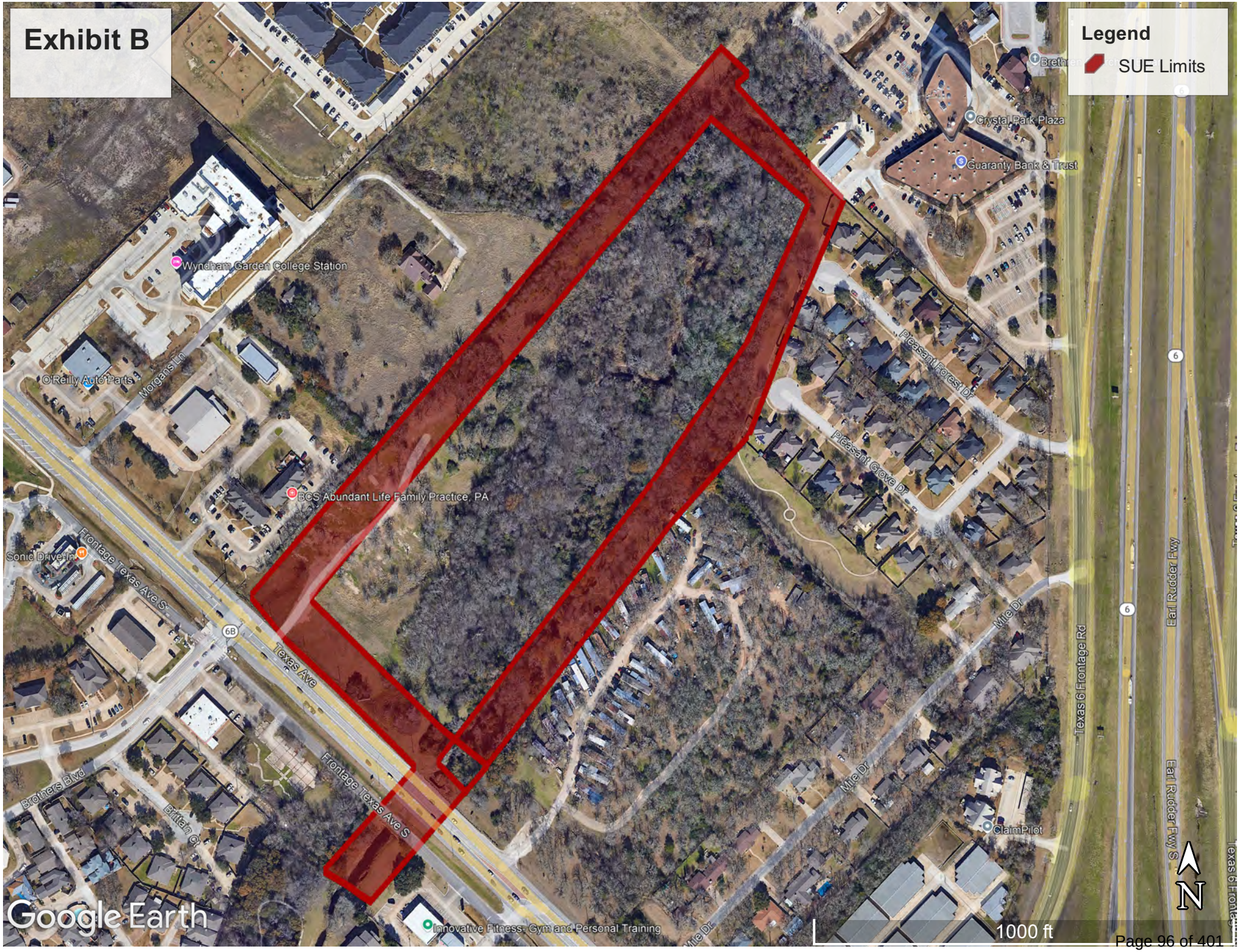


Exhibit B
Legend
SUE Limits
Wyndham Garden College Station
O'Reilly Auto Parts
Morgans Ln
BCS Abundant Life Family Practice, PA
Sonic Drive-In
Frontage Texas Ave S
Texas Ave
6B
Brothers Blvd
Brittain Ct
Crystal Park Plaza
Guaranty Bank & Trust
Pleasant Forest Dr
Pleasant Grove Dr
Mile Dr
Texas 6 Frontage Rd
Earl Rudder Fwy
Earl Rudder Fwy S
ClaimPilot
Innovative Fitness: Gym and Personal Training
Google Earth
1000 ft
N

THE RIOS GROUP

EXHIBIT C
DEFINITIONS & DATA LIMITATIONS

Subsurface Utility Engineering (SUE) Quality Level Definitions

The Rios Group (TRG) performs SUE services in general accordance with the recommended practices and procedures described in ASCE publication ASCE/UESI/CI 38-22 "Standard Guideline for Investigating and Documenting Existing Utilities". The core aspect of this standard is affixing a professionally judged value (a Utility Quality Level) to buried and hidden Utility Segments and Utility Features that identify the reliability and nonquantifiable locational uncertainty of documented Utility infrastructure data. The four quality levels, as defined in the standard, are:

- **Utility Quality Level D (QLD)** – A value assigned to a Utility Segment or Utility Feature not visible at the ground surface whose estimated position is judged through Utility records, information from others, or from visual clues such as pavement cuts, obvious trenches, or existence of service.

  A QLD data attribute is assigned to a Utility Segment or Utility Feature after review and compilation of existing records, oral recollections, One-Call or "private-locate" markings, managed data repositories, context with other achieved Utility Quality Levels, and/or other evidence of existence. QLD data is more uncertain than QLC, QLB, and QLA. QLD data is less uncertain than utilities documented without any Utility Quality Level barring a Professional's statement of fact to the contrary.

- **Utility Quality Level C (QLC)** – A value assigned to a Utility Segment not visible at the ground surface whose estimated position is judged through correlating Utility records or similar evidence to Utility Features, visible aboveground and/or underground. The Utility Anchor Point on the Utility Features shall be tied to the Project Survey Datum with an accuracy of 0.2 ft (60 mm) horizontal.

  A QLC value judgement is assigned to a Utility Segment by using visible Utility Features to approximate the position of a Utility Segment between or in proximity to the visible Utility Features and in context with other achieved Utility Quality Levels. QLC only pertains to the underground Utility Segment(s), not the Utility Feature(s). QLC data is more certain than QLD and is more uncertain than QLB and QLA

- **Utility Quality Level B (QLB)** – A value assigned to a Utility Segment or Subsurface Utility Feature whose existence and horizontal position is based on Geophysical Methods combined with professional judgement and whose location is tied to the Project Survey Datum.

A QLB value is assigned to a Utility Segment when the following conditions are met: (1) the Utility Segment was detected through the application of appropriate Geophysical Methods; (2) the geophysical signal was judged to be reliable. (3) the interpreted position was judged based on knowledge and use of geophysical science, Utility design and installation practices, available records, visual features, and influence of site conditions; and (4) the source Designation has been tied to the Project Survey Datum with an accuracy of 0.2 ft (60mm) horizontally. QLB is more uncertain than QLA and more certain than QLC or QLD.

- **Utility Quality Level A (QLA)** – A value assigned to that portion (x-, y-, and z-geometry) of a Utility Segment or subsurface Utility Feature that is directly exposed and measured and whose location and dimensions are tied to the Project Survey Datum. The Utility Segment or subsurface Utility Feature shall be tied to Project Survey Datum with an accuracy of 0.1 ft (30 mm) vertical and to 0.2 ft (60 mm) horizontal for measurements of the outside limits of the Utility Feature or Utility Segment that is exposed.

  Other measurable, observable, and judged Utility Attributes are also recorded. If obtained by means of a Test Hole observation, a verification effort is made, and professional judgement is used to assert that the exposed infrastructure is indeed the sought target. The assignment of QLA conveys the lowest level of relative (nonquantifiable) uncertainty of measurable and judged Attributes and locations. QLA is more certain than QLB, QLC, or QLD.

Acronyms and Special Definitions

3D three-dimensional
CAD Computer-Aided Design
EOI End of Information
GIS geographic information system
GPR ground penetrating radar
ROE Right of Entry
ROW Right of Way
SAF Surface Adjustment Factor

Anchor Point: A defined point on a Utility Feature or a Utility Segment. (ASCE 38-22)

Attribute: A defined characteristic of a Utility Feature, Utility Segment, or of a singular point on a Utility Feature or Utility Segment. (ASCE 38-22)

Deliverable: The sealed results from a Subsurface Utility Engineering investigation that typically includes a Utility Report, Utility Drawings, and other relevant Utility data for inclusion in digital or paper formats, and/or within databases and/or three-dimensional models. (ASCE 38-22)

Designating: The application and interpretation of shallow earth Geophysical Methods to infer (with or without surface markings) the existence and the approximate horizontal position and,

when possible and part of the Scope of Work, Depth of a subsurface Utility Segment and/or Utility Feature. (ASCE 38-22)

Electronic Depth (ED): Depth obtained by electromagnetic receiver that has a varying level of accuracy based on many factors including soil conditions, connection type, overhead interference, etc. ED reports to the center of the induced magnetic field.

Encasement: A structure that encloses and protects utility facilities and surrounding infrastructure, environment, and the public. E.G. Concrete cap, casing pipe, tile, ducts, tunnel.

Geophysical Method: Application of an established shallow-earth Geophysical Method (such as seismic, acoustic, gravitational, magnetic, electrical, and electromagnetic) to observe the physical response of the subsurface Utility infrastructure and cultural features, as well as anomalies within those responses. (ASCE 38-22)

Locating: The process of exposing and verifying a Utility for purposes of determining its function, type, position, outside dimensions, and other observable Attributes at its exposed points. (ASCE 38-22)

Low Wire Sag: Lowest elevation on the lowest wire at a crossing overhead utility.

Overhead attachment point: Elevation where overhead line is attached to above ground structure such as a pole.

Subsurface Utility Engineering (SUE): The specialty practice of civil engineering's Utility Engineering branch that includes the investigation, analysis, judgment, and documentation of existing Utility networks. (ASCE 38-22)

Test Hole: A small, limited excavation, made to determine, measure, and record data about a buried Utility Segment or Utility Feature. (ASCE 38-22)

Utility: A privately, publicly, or cooperatively owned pipeline, cable(s), and/or conduits, facility, or system for producing, transmitting, or distributing communications, traffic control cables and structures, cable television, power, electricity, light, heat, gas, oil, crude products, water, steam, waste, stormwater, or any other similar commodity, including any fire or police signal system or street lighting system. The term Utility shall also mean the Utility owner/operator inclusive of any wholly owned or controlled subsidiary. (ASCE 38-22)

Utility Feature: A physical component of a Utility. Examples include valves, hydrants, reducers, switches, thrust blocks, vaults, and transformers. (ASCE 38-22)

Utility Investigation: Any or all of a variety of office and field activities undertaken to understand and document the existence of, location, and Attributes of existing Utility facilities within the project limits. (ASCE 38-22)

Utility Quality Level: The value, assigned by the Professional, of a Utility Segment or subsurface Utility Feature that identifies the relative (nonquantifiable) uncertainty of a Utility Segment's or subsurface Utility Feature's existence and actual location to that of its documented location. (ASCE 38-22)

Utility Report: A report or sufficient notes contained within a Utility Drawing, sealed by a Professional, that (1) contains information about the Utility Investigation that might otherwise not be conveyed, (2) assists the end user in understanding the subsurface Utility landscape and risks, (3) provides recommendations to address data deficiencies, and (4) complements the Utility Drawing Deliverables. (ASCE 38-22)

Utility Segment: A continuous portion of a Utility for which the Utility Quality Level is constant, and the Attributes, other than Depth, are substantially identical. (ASCE 38-22)

Vault: A concrete box underground that is used for utility purpose.

General Data Limitations

SUE services are performed in accordance with ASCE/UESI/CI 38-22 guideline, generally accepted engineering principles and practices at the time of service. However, a possibility exists that abandoned, forgotten, non-detectable, undocumented, or newly installed utilities may not get mapped using standard records research and surface geophysical survey procedures. While the ASCE 38-22 standard guidelines mitigate these issues, utilities possessing characteristics mentioned below can be missed while following standard Utility Designating and Locating procedures:

1. Utilities lacking apparent available records and without apparent surface features.
2. Utilities with record information which is illegible, misleading, or incomplete.
3. Utilities which are inaccurately reported or inaccurately represented by the utility owner as being a significant distance from the true position.
4. Abandoned utilities without apparent surface features.
5. Utilities buried excessively deep, beyond detection limits of standard utility designating equipment.
6. Non-conductive utilities buried in clay soil without apparent surface features.
7. Non-conductive lines buried away from the tracer wire (e.g., HDPE Gas)
8. Facilities installed after the SUE effort has been completed.

A common problem occurs when the project involves facility owners and operators with insufficient records and non-conductive buried facilities (a situation often encountered with public works installations), infrastructure for oil and natural gas wells installed prior to 1960, and irrigation systems that utilize non-conductive water mains. Facilities mapped under these circumstances are often depicted as QLD during the utility designating field effort to keep operations and budgets at a practical level. As the design project progresses, some depicted facilities may have to be upgraded to a higher quality level through more advanced geophysical prospecting and utility locating methods to properly identify and assess utility conflicts for design and construction.

Designers, utility coordinators, and contractors must realize the CI/ASCE 38-22 utility mapping effort is an iterative acquisition and interpretation process. Unless subsequent endeavors are made to upgrade designated quality levels, facilities depicted at lower quality levels, such as QLD, may be completely in error. In addition, depicted facilities and corresponding data are pertinent at the time in which field investigation operations are completed and are subject to change.

Final utility plans and data are for design purposes only and reflect utility conditions at the time surveyed. The SUE consultant cannot be held responsible for utility scenario changing after completion of field operations.

Users of this data set must understand and adhere to the limitations associated with the designated quality levels assigned to the depicted facilities. QLC and QLD depictions are based on interpolations, extrapolations, and available record data; this data can be erroneous and should not be used alone for design development and bidding purposes. Additional utility designating and locating field efforts to upgrade data to QLB and QLA are strongly recommended for areas where accurate final design and construction planning and bidding is required.

It is strongly recommended that users of this data, especially project engineers-of-record, become familiar with the ASCE 38-22 standard guidelines and the corresponding data limitations inferred by the designated quality levels prior to employing the data set for design purposes. In addition, a utility report should always accompany the existing utility CADD file to ensure proper interpretation and usage of the data set. Any questions regarding the SUE data or utility report should be directed to the SUE professional engineer-of-record.

APPENDIX 4

Scope of Work for Construction Materials Testing Services

Terracon Consultants, Inc.

Field Services Terracon's approach to providing materials engineering services is to assign qualified engineering technicians, directed by Professional Engineers licensed in the state of Texas, to perform the requested testing and observations for your project. The technicians assigned to the project will be qualified and equipped to perform the following field services:

Earthwork Observation and Testing

a) Sample utility line haunch material. Prepare and test the sample for sieve analysis. Prepare and test aggregate sample for relative density in accordance with ASTM D4253 and ASTM D4254.
b) Sample utility trench backfill material. Prepare and test the samples for Atterberg Limits (ASTM D4318) and Percent Passing the No. 200 Sieve for classification in accordance with USCS. Recommended one test per 500 cubic yards (or 10,000 square feet) for every one foot of fill. Prepare and test soil samples for moisture-density relationship in accordance with ASTM D698 (or applicable procedure).
c) Perform density tests of the utility line haunch material and utility trench backfill at a frequency of 1 test per 200 linear feet per 1 foot lift of backfill using the nuclear method (ASTM D6938) to determine the moisture content and percent compaction of the soil materials.

Cast-in-Place Concrete Observations and Testing

a) Sample and test the fresh concrete for each mix. Perform tests including slump, air content, unit weight, concrete temperature, and cast test specimens (ASTM C31, C138, C143, C172, C173, and C1064). Per ACI 301, the contractor shall provide a secure area, along with a source of water and electricity in order for Terracon to maintain the initial curing temperature of concrete cylinders (or beams). Failure of the contractor to provide these items may result in an exclusion of Terracon being able to provide the correct initial curing environment as required by ASTM C31. Additional costs are associated with Terracon providing the correct initial curing environment for cylinders and beams and should be discussed during the pre-construction meeting.
b) Concrete will be sampled at a frequency of 1 set of test cylinders every 50 cubic yards for drainage structure concrete. Terracon requests that a copy of the approved mix design(s) be provided to us prior to placement of the concrete.
c) Perform compressive strength tests of concrete test cylinders cast in the field (ASTM C1231, C39). Five 4" x 8" concrete cylinders will be prepared for structural concrete having nominal size aggregate of 1¼" or less. One cylinder will be tested at 7 days, three cylinders will be tested at 28 days and one cylinder will be marked for a 56-day HOLD.
d) ACI 301 and ACI 318 requires that concrete-field related reports be submitted to the concrete supplier. We will add the concrete supplier to the distribution list requested in Section C of this proposal.

Project Management/ Administration

A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to submittal. The project manager will monitor the project budget and will oversee the preparation of the final letter and daily reports.

Final Letter

If requested, a final letter will be prepared upon completion of our services. The letter will list services we performed and if our results and/or observation were in compliance. A copy of our test reports will be available with the final letter if requested.

Scheduling Retests

It is the responsibility of your representative to schedule retests in a like manner to scheduling our original services. Terracon shall not be held responsible for retests not performed as a result of a failure to schedule our services or any subsequent damage caused as a result of a lack of retesting.

Additional Services

If you would like us to perform additional work, please contact us and we will issue a short Supplement to Agreement form, or Supplemental Proposal, that outlines the additional work to be performed and associated fees. To authorize us to begin work, you simply return a signed copy of the Supplemental agreement.

Fee Estimate

Materials Services
Southwood Valley Trunkline Phase II
Terracon Proposal No. PA1251058.Revision 1

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Laboratory						**$ 4,335.00**
Utility Fill						**$ 3,535.00**
Standard Proctor (ASTM D698)	$ 200.00	8	tests	1	8	$ 1,600.00
Atterberg Limits Determination (3 pt.) (ASTM D4318)	$ 75.00	8	tests	1	8	$ 600.00
Sieve Analysis (Washed over #200 sieve) (ASTM D6913)	$ 70.00	8	tests	1	8	$ 560.00
Relative Density (wet or dry method) (ASTM D4254)	$ 350.00	1	tests	1	1	$ 350.00
Relative Density (wet or dry method) (ASTM D4253)	$ 350.00	1	tests	1	1	$ 350.00
Sieve Analysis (ASTM C136)	$ 75.00	1	tests	1	1	$ 75.00
Concrete						**$ 800.00**
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	$ 100.00	8	tests	1	8	$ 800.00
Earthwork						**$ 15,375.00**
Utility - Sample Pickup						**$ 975.00**
Engineering Technician	$ 75.00	2	hours	5	10	$ 750.00
Vehicle Charge	$ 45.00	1	trips	5	5	$ 225.00
Utility - Density Testing						**$ 14,400.00**
Sr. Engineering Technician	$ 85.00	3	hours	36	108	$ 9,180.00
Nuclear Gauge (Equipment)	$ 100.00	1	days	36	36	$ 3,600.00
Vehicle Charge	$ 45.00	1	trips	36	36	$ 1,620.00
Concrete						**$ 3,800.00**
Site & Paving - Concrete Testing						**$ 2,240.00**
Engineering Technician	$ 75.00	3	hours	8	24	$ 1,800.00
Vehicle Charge	$ 45.00	1	trips	8	8	$ 360.00
Initial Curing Environment	$ 10.00	1	trips	8	8	$ 80.00
Site & Paving - Concrete Sample Pickup						**$ 1,560.00**
Engineering Technician	$ 75.00	2	hours	8	16	$ 1,200.00
Vehicle Charge	$ 45.00	1	trips	8	8	$ 360.00
Project Management						**$ 5,855.00**
Proposal , Project Setup & Project Management						**$ 5,855.00**
Assistant Project Manager	$ 120.00	14	hours	1	14	$ 1,680.00
Lab Manager	$ 125.00	3	hours	1	3	$ 375.00
Project Manager	$ 160.00	20	hours	1	20	$ 3,200.00
Sr. Manager (APR)	$ 200.00	3	hours	1	3	$ 600.00
Total						**$ 29,365.00**

EXHIBIT B
PAYMENT TERMS

Compensation is based on ***actual*** hours of work/time devoted to providing the professional services described. The Consultant will be paid a rate of $ZERO (0) per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for ***actual,*** non-salary expenses at the rate of Zero percent ***(0%)*** above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract:
($410,100.00).

The Consultant must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, professional fees, services, and expenses. The City will pay such invoices according to its normal payment procedures.

Phase No.	Description	Lump Sum Fees
	Basic Engineering Services	
20	Route Analysis, Study and Report	$14,500.00
30	Preliminary Design	$40,525.00
40	Final Design	$152,940.00
50	Bidding	$6,840.00
60	Construction Administration	$42,805.00
	Basic Engineering Services Subtotal	**$257,610.00**
	Special Services	
9	Boundary Verification Survey	$6,800.00
10	Alignment/Route Survey	$4,930.00
12A	Control Survey	$2,750.00
12B	Topographic Survey	$19,230.00
12C	Survey Geotechnical Bore Locations	$2,750.00
15	Easement Acquisition Administration	$5,100.00
16	Prepare Easement Drawings	$8,480.00
65	Construction Staking	$7,150.00
100	Environmental Investigation (Terracon)	$24,600.00
101	Geotechnical Investigation (Terracon)	$20,700.00
102	Construction Materials Testing (Terracon)	$24,924.00
103	Subsurface Utility Engineering (Rios)	$25,076.00
	Special Services Subtotal	**$152,490.00**
	Total Lump Sum Fee this Proposal	***$410,100.00***

City of College Station
4-01184.00 - Southwood Valley Trunkline Phase II
Hourly Breakdown
Walker Partners
May 14, 2025

Walker Partners' Phase No.		Task Description	Walker Project Principal	Petrasek Project Manager	Pruitt QC/QA	Munger Deputy Project Manager	Schulze Project Engineer	Schroeder Design Engineer	Shelton E.I.T.	Childs CADD Technician	Bernier Contract Administration	Sub-Total Man-Hours	Sub-Total Fee
		Hourly Rate	$350	$300	$300	$255	$200	$165	$115	$165	$125		
20		**Route Analysis, Study, and Report**											
	20.01	Route / Alignment Study	1	12	2	4	4	12		16		51	$10,990
	20.02	Technical Memoranda	1	4	1		4	3			3.0	16	$3,520.00
		Subtotal m-hr Route Analysis, Study, and Report	2	16	3	4	8	15	0	16	3.0	**67**	$14,510.00
30	**30.00**	**Preliminary Design**											
	30.01	Meetings, Briefings, & Project Management	2	2		2	2	4	4			16	$3,330
	30.02	Field Verify / Adjust Horizontal Alignment					4	4	4	8		20	$3,240
	30.03	Preliminary Design Calculations & Vertical Profiles	1				4	4				9	$1,810
	30.04	Preliminary Specifiations	1	2		0	4	2	2	16	3.5	31	$5,388
	30.05	Preliminary Plan & Profile Drawings					4	24	12	64		104	$16,700
	30.06	Preliminary EOPC		1			4	4	2	8		19	$3,310
	30.07	QA/QC of Preliminary Design Documents	1	2	4		4	2	2			15	$3,510
	30.08	Initial Coordination with Franchise Utilities & TxDOT		2				16				18	$3,240
		Sub-Total Preliminary Design	5	9	4	2	26	60	26	96	3.5	232	$40,528
40	**40.00**	**Final Design**											
	40.01	Meetings, Briefings, & Project Management	1	4		2	4	12	12			35	$6,220
	40.02	60% Design Documents		6		6	10	100	56	110		288	$46,420
	40.03	Finalize Horizontal & Vertical Alignment	2	4		4	6	8	8	40		72	$12,960
	40.04	Final Design Calculations	0			4	8	16	5			33	$5,835
	40.05	Final Specifications & Project Specific Details		2		4	4	12	4	36	8	70	$11,800
	40.06	100% Design Documents		2		8	6	92	52	92		252	$40,180
	40.07	Coordination with Franchise Utilties, TxDOT and other governmental entities (Hewitt & Robinson)		2		2	2	40	8	8		62	$10,350
	40.08	Coordination with Stakeholders & Consultants		2		8	4	24	4	4		46	$8,520
	40.09	QA/QC of Final Design Documents	2	8	10	4	8	8	4	1		45	$10,665
		Sub-Total Final Design	5	30	10	42	52	312	153	291	8	903	$152,950
50	**50.00**	**Bidding**											
	50.01	Assist in compiling Bid Documents		1			1				4	6	$1,000
	50.02	Pre-Bid Conference		2			1					3	$800
	50.03	Assit in issuing Addenda		1				1		4		6	$1,125
	50.04	Bid Opening, Bid Tabulation				1		1			4	6	$920
	50.05	Evaluation of Bids and Recommendation		1				1		4		6	$1,125
	50.06	Conformed Bidding Documents					0.5	1		4	8	13.5	$1,925
		Sub-Total Bidding	0	5	0	1	2.5	4	0	12	16	40.5	$6,895
60	**60.00**	**Construction Administration**											
	60.01	Pre-Con Meeting		2		1		8	2			13	$2,705
	60.02	Periodic Site Visits	1	2			4	8	4			43	$8,010
	60.03	Project Update Meetings	1			1	4	24	8	8		62	$10,285
	60.04	Review and Process Submittals		2		1	4	16			16	39	$6,295
	60.05	Respond to RFI's		2		2	4	6	4	16		34	$6,000
	60.06	Review monthly and final estimates for payment						4	8			12	$1,580
	60.07	Record Drawings / Project Close Out		1			3	12	12	24		52	$8,220
		Sub-Total Construction Administration	2	9	0	5	19	78	38	48	16	255	$42,795
		Sub-Total Man-Hours	**14**	**69**	**17**	**54**	**108**	**469**	**217**	**463**	**47**	**1,497**	
		Sub-Total Fee - Basic Engineering Services											$257,678

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/21/2025

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
Acrisure Texas Risk Advisors & Insurance Services, LLC
5057 Keller Springs Rd. Suite 200
Addison TX 75001

CONTACT NAME: Whitney Melton
PHONE (A/C, No, Ext): 254-679-5250 **FAX (A/C, No):**
E-MAIL ADDRESS: wmelton@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Cincinnati Casualty Company	28665
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : StarStone Specialty Insurance Company	44776
INSURER D : Beazley Insurance Company Inc.	37540
INSURER E : State National Insurance Company, Inc.	12831
INSURER F :	

INSURED WALKPAR-01
Walker Partners, LLC
823 Washington Ave, Ste 100
Waco TX 76701-1252

COVERAGES **CERTIFICATE NUMBER:** 1603361317 **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	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			EPP 0266941	7/30/2024	7/30/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			EBA 0266941	7/30/2024	7/30/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 0			EPP 0266941	7/30/2024	7/30/2025	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001226901	7/30/2024	7/30/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D E	Excess Liability Prof/Poll Liab Cyber Liability			75120U241ALI C11CD0241401 EHJ-ADN02033641	7/30/2024 7/30/2024 7/30/2024	7/30/2025 7/30/2025 7/30/2025	XLIA Each Occ/Agg POLL Each Claim/Agg Aggregate Limit	5,000,000 5,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
-Additional Insured endorsement for General Liability, Auto Liability, Umbrella Liability, & Excess Liability attached.
-Waiver of Subrogation endorsement for General Liability, Auto Liability, Workers' Compensation, Umbrella & Excess Liability attached.
-30 Day Notice of Cancellation endorsement for General Liability, Auto Liability, Umbrella Liability & Workers' Compensation attached.
-Notice of Cancellation endorsement for Professional Liability available upon request.
-Primary & Non-Contributory endorsement for General Liability, Auto Liability, Umbrella Liability & Excess Liability attached.

Professional Liability Policy Retroactive Date: 07/30/2004.

Project: Southwood Valley Trunkline, Phase II, WW2500

CERTIFICATE HOLDER

City of College Station
P.O. Box 9960
College Station TX 77842-9960

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
Jimmy Irwin

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. **Section II - Who Is An Insured** is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the “products-completed operations hazard”, this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

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b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. 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

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, 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 Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

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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 Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** 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 Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** 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 Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. **Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us** is amended by the addition of the following:

Waiver of Subrogation

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

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CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

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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

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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 **1.b.** 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 **1.d.** 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 shown 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. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

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

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 you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with 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 be-

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half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required 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) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "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 vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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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 you are required 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, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(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 you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect 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.

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(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;

(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. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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 **4.** 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 shown in Section **B.**

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CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

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

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. 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 because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance** is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

a. The most we will pay for "loss" in any one "accident" is the greater of:

(1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

(a) Overdue lease or loan payments;

(b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

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2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

   c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

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COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM
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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 - COVERAGE

A. Insuring Agreement

1. We will pay on behalf of the insured the "ultimate net loss" which the insured is legally obligated to pay as damages for "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies:

a. Which is in excess of the "underlying insurance"; or

b. Which is either excluded or not insured by "underlying insurance".

2. If any limit of insurance, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury", "personal and advertising injury" or "property damage" arising out of that exposure unless that limit of insurance is specified in the Schedule of Underlying Insurance.

3. This insurance applies to "bodily injury", "personal and advertising injury" or "property damage" only if:

a. The "bodily injury", "personal and advertising injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and

b. The "bodily injury" or "property damage" occurs during the policy period shown in the Declarations; or

c. The "personal and advertising injury" results from an "occurrence" that takes place during the policy period shown in the Declarations; and

d. Prior to the "coverage term" no insured listed under Paragraph **1.** of Section **II** - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part, or that the "personal and advertising injury" offense had been committed, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the "coverage term", that the "bodily injury" or "property damage" occurred, or that the "personal and advertising injury" offense had been committed, then any continuation, change or resumption of such "bodily injury", "personal and advertising injury" or "property damage" during or after the "coverage term" will be deemed to have been known prior to the policy period.

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

5. "Personal and advertising injury" caused by an offense which was committed during the "coverage term" and was not, prior to the "coverage term", known to have been committed by any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "personal and advertising injury" offense after the end of the "coverage term".

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

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a. Reports all, or any part, of the "bodily injury", "personal and advertising injury" or "property damage" to us or any other insurer;

b. Receives a written or verbal demand or claim for damages because of the "bodily injury", "personal and advertising injury" or "property damage"; or

c. Becomes aware by any other means that "bodily injury" or "property damage" had occurred or has begun to occur, or that the "personal and advertising injury" offense had been committed or has begun to be committed.

7. The amount we will pay for damages is limited as described in **SECTION III - LIMITS OF INSURANCE.**

No other obligation or liability to pay sums or perform acts or services is covered, unless expressly provided for under **SECTION I - COVERAGE, C. Defense and Supplementary Payments.**

B. Exclusions

This insurance does not apply to:

1. Asbestos

Any liability arising out of, attributable to or any way related to asbestos in any form or transmitted in any manner.

2. Breach of Contract, Failure to Perform, Wrong Description and Violation of Another's Rights

"Personal and advertising injury":

a. Arising out of breach of contract, except an implied contract to use another's advertising idea in your "advertisement";

b. Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

c. Arising out of the wrong description of the price of goods, products or services stated in your "advertisement"; or

d. 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".

3. Contractual Liability

Any liability 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 "bodily injury", "personal and advertising injury" or "property damage":

a. That the insured would have in the absence of the contract or agreement; or

b. Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury", "personal and advertising injury" or "property damage" occurs subsequent to the execution of the contract or agreement.

4. 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:

a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

b. 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.

5. Damage to Property

"Property damage" to:

a. Property:

(1) 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; or

(2) Owned or transported by the insured and arising out of the ownership, maintenance or use of an "auto".

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

c. Property loaned to you;

d. Personal property in the care, custody or control of the insured;

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damages because of "bodily injury", "personal and advertising injury" or "property damage" to which this insurance applies. We will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "personal and advertising 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 when:

a. The applicable limits of the "underlying insurance" and any other insurance have been exhausted by payment of claims; or

b. Damages are sought for "bodily injury", "personal and advertising injury" or "property damage" which are not covered by "underlying insurance" or other insurance.

2. Our right and duty to defend ends when the applicable Limit of Insurance, as stated in the Declarations, has been exhausted by payment of claims.

3. We have no duty to investigate, settle or defend any claim or "suit" other than those circumstances described in Paragraph **C.1.** However, we do have the right to participate in the investigation, settlement or defense of any claim or "suit" to which this insurance applies. If we exercise this right, we will do so at our expense.

4. If there is no underlying insurer or other insurance obligated to do so, we will pay the following when we provide a defense:

a. All expenses we incur.

b. The cost of bail bonds up to $3,000 (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.

c. The cost of bonds to appeal a judgment or award in any claim or "suit" we defend and the cost of bonds to release attachments, but only for bond amounts within the applicable Limits of Insurance. We do not have to furnish these bonds.

d. Reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including the actual loss of earnings.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

5. If there is no underlying insurer obligated to do so, we will pay the following for an "occurrence" to which this insurance applies, even if we have no duty to provide a defense:

a. 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 Limits of Insurance, we will not pay any prejudgment interest based on the period of time after the offer.

b. All interest awarded against the insured on the full amount of any judgment that accrues:

(1) After entry of the judgment; and

(2) Before we have paid, offered to pay or deposited in court the part of the judgment that is within the applicable Limit of Insurance.

6. The payments described in Paragraphs **4.** and **5.** above will not reduce the Limits of Insurance provided by this Coverage Part when defense or supplementary payments provided by the "underlying insurance" do not reduce their Limits of Insurance. However, when defense or supplementary payments provided by the "underlying insurance" reduce their Limits of Insurance then such expense payments paid by us will reduce the Limits of Insurance provided by this Coverage Part.

7. If we are prevented by law or otherwise from carrying out any of the provisions of **SECTION I - COVERAGE, C. Defense and Supplementary Payments**, we will pay any expense incurred with our written consent.

SECTION II - WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance, occupancy or use of an "auto":

a. If you are designated in the Declarations as:

(1) 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.

(2) A partnership or joint venture, you are an insured. Your members, partners and their spouses are also insureds, but only with respect to the conduct of your business.

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(3) 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.

(4) 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. Each of the following is also a Named Insured:

(a) Any "subsidiary" company of such organization, including any "subsidiary" of such "subsidiary":

1) Existing at the inception of this Coverage Part; or

2) Formed or acquired on or after the inception of this Coverage Part.

(b) Any other company controlled and actively managed by such organization or any "subsidiary" thereof:

1) At the inception of this Coverage Part; or

2) If the control and active management thereof is acquired on or after the inception of this Coverage Part.

(5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

b. Each of the following is also an insured:

(1) Any "employee" of yours while acting within the scope of their duties as such.

(2) Any person or organization while acting as your real estate manager.

(3) Any person or organization having proper temporary custody of your property if you die, but only:

(a) With respect to liability arising out of the maintenance or use of that property; and

(b) Until your legal representative has been appointed.

(4) Your legal representative if you die, but only with respect to duties as such.

2. Only with respect to liability arising out of the ownership, maintenance, occupancy or use of an "auto":

a. You are an insured.

b. Anyone else while using with your permission an "auto" you own, hire or borrow is also an insured except:

(1) The owner or any other person or organization (except your "executive officers" or principals) from whom you hire or borrow an "auto", unless such persons or organizations are insureds in your "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance". This exception does not apply if the "auto" is a trailer or semi-trailer connected to an "auto" you own.

(2) Your "employee", if the "auto" is owned by that "employee" or a member of his or her household, unless:

(a) Such "employee" is an insured with respect to that "auto" in the "underlying insurance" listed in the Schedule of Underlying Insurance, and then only for such hazards for which coverage is provided by such "underlying insurance"; or

(b) The "bodily injury" or "property damage" is sustained by a co-"employee" of such "employee".

(3) Someone using an "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos", unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from an "auto".

c. Anyone liable for the conduct of an insured described in Paragraphs **2.a.** and **b.** above is also an insured, but only if they are provided insurance coverage for such liability by valid and collectible "underlying insurance" listed in the Schedule of Underlying Insurance and then only for such hazards for which coverage is provided by such "underlying insurance".

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3. At your option and subject to the terms and conditions of this insurance, any other person or organization not addressed by Paragraphs **1.** and **2.** above, but covered in the "underlying insurance" listed in the Schedule of Underlying Insurance are also insureds, but only to the extent that insurance is provided for such person or organization by the "underlying insurance".

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, "suits" brought or number of vehicles involved or insured; or

c. Persons or organizations making claims or bringing "suits".

2. The Aggregate Limit is the most we will pay for all damages:

a. Included in the "products-completed operations hazard";

b. Because of "bodily injury" by disease sustained by your "employees" arising out of and in the course of their employment by you; or

c. Because of "bodily injury", "personal and advertising injury" or "property damage" not included within **a.** or **b.** above. However, this Aggregate Limit will not apply to damages which are not subject to an Aggregate Limit in the "underlying insurance".

The Aggregate Limit applies separately to **a.**, **b.** and **c**. The Aggregate Limit described in **c.** will apply only to damages not subject to **a.** or **b.** above.

3. Subject to the Limit of Insurance described in **2.c.** above:

a. Only in the event that "underlying insurance" specifically listed in the Schedule of Underlying Insurance provides an annual Aggregate Limit of Insurance for damages that would not be subject to **2.a.** or **b.** above that is applicable separately to each:

(1) Location owned by, or rented or leased to you solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed to operations at only a single location, then the Aggregate Limit described in **2.c.** above applies separately to each location owned by, or rented or leased to you.

(2) Of your construction projects solely with respect to damages which are the result of a claim or "suit" for "bodily injury" or "property damage" which can be attributed only to ongoing operations and only at a single construction project, then the Aggregate Limit described in **2.c.** above applies separately to each of your construction projects.

b. Only with respect to the application of Limits of Insurance described in **3.a.** above, the following terms location and construction project will have the following meanings:

(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 entities, no matter how often or under how many different contracts, will be deemed to be a single construction project.

4. Subject to the limits described in **2.** and **3.** above, the Each Occurrence Limit is the most we will pay for the "ultimate net loss":

a. In excess of the applicable limits of "underlying insurance"; or

b. If an "occurrence" is not covered by "underlying insurance", but covered by the terms and conditions of this Coverage Part,

for all "bodily injury", "personal and advertising injury" and "property damage" arising out of any one "occurrence".

We will not pay more than the Limit of Insurance shown in this Coverage Part's Declarations for each "occurrence" because any Personal Umbrella Liability Policy(ies) is/are attached to this policy.

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9. Other Insurance

a. This insurance is excess over, and shall not contribute with any other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends and coverage is otherwise applicable, we will have the right, but not the duty to undertake to do so, provided that whomever we agree to defend and the Named Insured assign their rights to us under the policies of the insurers who did not defend. Such assignment must be in writing.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" 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.

10. Premium

The premium for this Coverage Part shall be as stated in the Declarations. The advance and anniversary premiums are not subject to adjustment, except as stated in the Declarations, or as stated in an endorsement issued by us to form a part of this Coverage Part.

You shall maintain records of such information as is necessary for premium computation, and shall, if requested by us, send copies of such records to us at the end of the "coverage term" and at such times during the policy period as we may direct.

11. Representations

a. By acceptance of this Coverage Part, you agree that the statements in the Declarations are your agreements and representations, that this Coverage Part is issued in reliance upon the truth of such representations and that this Coverage Part embodies all agreements existing between you and us or any of our agents relating to this insurance.

b. However, to the extent that the following applies in the "underlying insurance" listed specifically in the Schedule of Underlying Insurance, it will also apply to this Coverage Part:

Based on our reliance upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of this Coverage Part, we will not reject coverage under this Coverage Part based solely on such failure.

12. Separation of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

13. Transfer of Rights of Recovery Against Others to Us

a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

b. Any recoveries shall be applied as follows:

(1) First, we will reimburse anyone, including the insured, the amounts actually paid by them that were in excess of our payments;

(2) Next, we will be reimbursed to the extent of our actual payment; and

(3) Lastly, any amounts left after meeting the obligations outlined in **(1)** and **(2)** above will be distributed to anyone else known to us at the time a recovery is made and who is legally entitled to such recovery.

Expenses incurred in the recovery shall be apportioned among all interests in the ratio of their respective recoveries as finally settled. If there is no recovery as a result of our attempts, we shall bear all of the recovery expenses.

c. If prior to an "occurrence" to which this Coverage Part would apply, you and the issuer of your applicable "underlying insurance" listed specifically in the Schedule of Underlying Insurance waive any right of recovery against a person or organization for injury or damage, we will also waive any rights we may have against such person or organization.

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9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any similar governing document.

10. "Hostile fire" means one that 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, other than a contract or agreement pertaining to the rental or lease of any "auto", (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; or

g. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".

Paragraphs **f.** and **g.** do 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 railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing. However, if such liability is insured by valid and collectible "underlying insurance" as listed in the Schedule of Underlying Insurance, this Paragraph **(1)** shall not apply for such hazards for which insurance coverage is afforded by such "underlying insurance";

(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 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;

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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 website 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 websites and web-banners; hosting websites; registering domain names; registering with search engines; marketing analysis; and providing access to the Internet or other similar networks;

(7) Under which the insured, if a website 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;

(8) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

(9) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of an "auto" over a route or territory that person or organization is authorized to serve by public authority.

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 Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, 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 Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding,

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTOMATIC PRIMARY AND NON-CONTRIBUTORY COVERAGE ENDORSEMENT - WHERE REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided under the following:

COMMERCIAL UMBRELLA LIABILITY COVERAGE PART

SCHEDULE

LIMITS OF INSURANCE: $ 5,000,000 Each Occurrence Limit $ 5,000,000 Aggregate Limit	

COMMERCIAL UMBRELLA LIABILITY COVERAGE FORM, US 101 and **US 101 UM**, is amended as follows:

A. **SECTION III - LIMITS OF INSURANCE** is amended to add the following:

7. For the purposes of this endorsement only, the Limits of Insurance stated in the Schedule of this endorsement and described below will apply on a "primary and non-contributory basis" within the parameters set forth in **SECTION III - LIMITS OF INSURANCE** of the Coverage Part to which this endorsement is attached:

We will not pay more on behalf of a "non-contributory additional insured" than the lesser of:

a. The Limits of Insurance stated in the Schedule of this endorsement; or

b. The limits of insurance required in a written contract on a "primary and non-contributory basis" for such "non-contributory additional insured", but only to the extent the required limits of insurance are in excess of the "underlying insurance"; or

c. The Limits of Insurance available after the payment of "ultimate net loss" on any insured's behalf from any claim or "suit".

This provision is included within and does not act to increase the Limits of Insurance stated in the Declarations.

B. **SECTION IV - CONDITIONS** is amended as follows:

1. Condition **9. Other Insurance** is amended to add the following:

It is agreed that this condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

However:

a. This exception to the Other Insurance Condition shall only apply if the applicable "underlying insurance" applies on a "primary and non-contributory basis" for such "non-contributory additional insured" and only to the extent of the specific limits of insurance required in a written contract or agreement on a "primary and non-contributory basis" that is in excess of the "underlying insurance"; and

b. It is understood and agreed that the insurance provided by this Coverage Part is excess of:

(1) "Underlying insurance" listed in the Schedule of Underlying Insurance;

(2) Any other insurance available to the "non-contributory additional insured" as an additional insured; and

(3) Any other insurance available to the "non-contributory additional insured" on which they are not a named insured.

2. The following condition is added:

15. As a precedent to the receipt of insurance coverage hereunder, the "non-contributory additional insured" must give written notice of such claim or "suit", including a demand for de-

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fense and indemnity, to any other insurer who had coverage for the claim or "suit" under its policies. Such notice must demand the full coverage available and the "non-contributory additional insured" shall not waive or limit such other available coverage.

This condition does not apply to the "non-contributory additional insured's" own insurance program on which they are a named insured.

C. **SECTION V - DEFINITIONS** is amended to add the following:

30. "Non-contributory additional insured" means any person or organization:

a. Qualifying as an additional insured under **SECTION II - WHO IS AN INSURED**, Paragraph **3.** of the Coverage Part to which this endorsement is attached; and

b. Being granted additional insured status on a "primary and non-contributory basis" in the "underlying insurance" as required in a written contract between an additional insured and a Named Insured provided:

(1) The written contract or agreement is executed before the "occurrence" resulting in "bodily injury", "personal and advertising injury" or "property damage" for which coverage is being sought under this endorsement; and

(2) The written contract or agreement requires a specific limit of insurance on a "primary and non-contributory basis" that is in excess of "underlying insurance".

31. "Primary and non-contributory basis" means that the limits of insurance of the Coverage Part to which this endorsement is attached apply to insured loss on behalf of the "non-contributory additional insured" prior to limits of insurance from other insurance in which the "non-contributory additional insured" is a named insured.

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COMMERCIAL EXCESS LIABILITY COVERAGE FORM

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

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

Other words and phrases that appear in quotation marks in this Coverage Part have special meaning. Refer to Section **IV** – Definitions. Other words and phrases that are not defined under this Coverage Part but defined in the "controlling underlying insurance" will have the meaning described in the policy of "controlling underlying insurance".

The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "controlling underlying insurance", unless otherwise directed by this insurance. To the extent such provisions differ or conflict, the provisions of this Coverage Part will apply. However, the coverage provided under this Coverage Part will not be broader than that provided by the applicable "controlling underlying insurance".

There may be more than one "controlling underlying insurance" listed in the Declarations and provisions in those policies conflict, and which are not superseded by the provisions of this Coverage Part. In such a case, the provisions, exclusions and limitations of the "controlling underlying insurance" applicable to the particular "event" for which a claim is made or suit is brought will apply.

SECTION I –

COVERAGES 1. Insuring

Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "injury or damage" to which insurance provided under this Coverage Part applies.

We will have the right and duty to defend the insured against any suit seeking damages for such "injury or damage" when the applicable limits of "controlling underlying insurance" have been exhausted in accordance with the provisions of such "controlling underlying insurance".

When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other suit seeking damages for "injury or damage".

However, we will have no duty to defend the insured against any suit seeking damages for which insurance under this policy does not apply.

At our discretion, we may investigate any "event" that may involve this insurance and settle any resultant claim or suit, for which we have the duty to defend.

But:

(1) The amount we will pay for "ultimate net loss" is limited as described in Section **II** – 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 this Coverage Part. However, if the policy of "controlling underlying insurance" specifies that limits are reduced by defense expenses, our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of defense expenses, judgments or settlements under this Coverage Part.

b. This insurance applies to "injury or damage" that is subject to an applicable "retained limit". If any other limit, such as, a sublimit, is specified in the "controlling underlying insurance", this insurance does not apply to "injury or damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "controlling underlying insurance".

c. If the "controlling underlying insurance" requires, for a particular claim, that the "injury or damage" occur during its policy period in order for that coverage to apply, then this insurance will only apply to that "injury or damage" if it occurs during the policy period of this Coverage Part. If the "controlling underlying insurance" requires that the "event" causing the particular "injury or damage" takes place during its policy period in order for that coverage to apply, then this insurance will apply to the claim only if the "event" causing that "injury or damage" takes place during the policy period of this Coverage Part.

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d. Any additional insured under any policy of "controlling underlying insurance" will automatically be an additional insured under this insurance. If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance required by the contract, less any amounts payable by any "controlling underlying insurance".

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "controlling underlying insurance".

2. Exclusions

The following exclusions, and any other exclusions added by endorsement, apply to this Coverage Part. In addition, the exclusions applicable to any "controlling underlying insurance" apply to this insurance unless superseded by the following exclusions, or superseded by any other exclusions added by endorsement to this Coverage Part.

Insurance provided under this Coverage Part does not apply to:

a. Medical Payments

Medical payments coverage or expenses that are provided without regard to fault, whether or not provided by the applicable "controlling underlying insurance".

b. Auto

Any loss, cost or expense payable under or resulting from any of the following auto coverages:

(1) First-party physical damage coverage;

(2) No-fault coverage;

(3) Personal injury protection or auto medical payments coverage; or

(4) Uninsured or underinsured motorists coverage.

c. Pollution

(1) "Injury or damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

(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.

This exclusion does not apply to the extent that valid "controlling underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "injury or damage".

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.

SECTION II – 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 number of vehicles involved;

c. Persons or organizations making claims or bringing suits; or

d. Limits available under any "controlling underlying insurance".

2. The Limits of Insurance of this Coverage Part will apply as follows:

a. This insurance only applies in excess of the "retained limit".

b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".

c. Subject to Paragraph **2.b.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under this insurance because of all "injury or damage" arising out of any one "event".

d. If the Limits of Insurance of the "controlling underlying insurance" are reduced by defense expenses by the terms of that policy, any payments for defense expenses we make will reduce our applicable Limits of Insurance in the same manner.

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3. If any "controlling underlying insurance" has a policy period that is different from the policy period of this Coverage Part then, for the purposes of this insurance, the "retained limit" will only be reduced or exhausted by payments made for "injury or damage" covered under this insurance.

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

SECTION III – CONDITIONS

The following conditions apply. In addition, the conditions applicable to any "controlling underlying insurance" are also applicable to the coverage provided under this insurance unless superseded by the following conditions.

1. Appeals

If the "controlling underlying insurer" or insured elects not to appeal a judgment in excess of the amount of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section II – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

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

b. Bankruptcy Of Controlling Underlying Insurer

Bankruptcy or insolvency of the "controlling underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, insurance provided under this Coverage Part will not replace any "controlling underlying insurance" in the event of bankruptcy or insolvency of the "controlling underlying insurer". The insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect and recoverable.

3. Duties In The Event Of An Event, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "event", regardless of the amount, which may result in a claim under this insurance. To the extent possible, notice should include:

(1) How, when and where the "event" 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 "event".

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 insured involved 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.

4. First Named Insured Duties

The first Named Insured is the person or organization first named in the Declarations and is responsible for the payment of all premiums. The first Named Insured will act on behalf of all other Named Insureds for giving and receiving of notice of cancellation or the receipt of any return premium that may become payable.

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At our request, the first Named Insured will furnish us, as soon as practicable, with a complete copy of any "controlling underlying insurance" and any subsequently issued endorsements or policies which may in any way affect the insurance provided under this Coverage Part.

5. Cancellation

a. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.

b. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

c. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.

d. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.

e. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.

f. If notice is mailed, proof of mailing will be sufficient proof of notice.

6. Changes

This Coverage Part contains all the agreements between you and us concerning the insurance afforded. The first Named Insured is authorized by all other insureds to make changes in the terms of this Coverage Part with our consent. This Coverage Part's terms can be amended or waived only by endorsement.

7. Maintenance Of/Changes To Controlling Underlying Insurance

Any "controlling underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of aggregate limits in accordance with the provisions of such "controlling underlying insurance" that results from "injury or damage" to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "controlling underlying insurance". Failure to maintain "controlling underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "controlling underlying insurance" were in full effect.

The first Named Insured must notify us in writing, as soon as practicable, if any "controlling underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "controlling underlying insurance" is changed.

8. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, if no other insurer defends, we may undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

9. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. If this policy is auditable, the 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 premium is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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10. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

a. The insured or insured's "controlling underlying insurer" has become obligated to pay the "retained limit"; and

b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant, "controlling underlying insurer" (or a representative of one or more of these) and us.

11. 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, "controlling underlying insurer" and the claimant or the claimant's legal representative.

12. Transfer Of Defense

a. Defense Transferred To Us

When the limits of "controlling underlying insurance" have been exhausted, in accordance with the provisions of "controlling underlying insurance", we may elect to have the defense transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

b. Defense Transferred By Us

When our limits of insurance have been exhausted our duty to provide a defense will cease.

We will cooperate in the transfer of control of defense to any insurer specifically written as excess over this Coverage Part of any outstanding claims or suits seeking damages to which this insurance applies and which would have been covered by the "controlling underlying insurance" had the applicable limit not been exhausted.

In the event that there is no insurance written as excess over this Coverage Part, we will cooperate in the transfer of control to the insured and its designated representative.

13. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION IV – DEFINITIONS

The definitions applicable to any "controlling underlying insurance" also apply to this insurance. In addition, the following definitions apply.

1. "Controlling underlying insurance" means any policy of insurance or self-insurance listed in the Declarations under the Schedule of "controlling underlying insurance".

2. "Controlling underlying insurer" means any insurer who provides any policy of insurance listed in the Declarations under the Schedule of "controlling underlying insurance".

3. "Event" means an occurrence, offense, accident, act, or other event, to which the applicable "controlling underlying insurance" applies.

4. "Injury or damage" means any injury or damage, covered in the applicable "controlling underlying insurance" arising from an "event".

5. "Retained limit" means the available limits of "controlling underlying insurance" applicable to the claim.

6. "Ultimate net loss" means the total sum, after reduction for recoveries, or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of:

a. Settlements, judgments, binding arbitration; or

b. Other binding alternate dispute resolution proceeding entered into with our consent.

"Ultimate net loss" includes defense expenses if the "controlling underlying insurance" specifies that limits are reduced by defense expenses.

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ENDORSEMENT

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This Endorsement changes the Policy. Please read it carefully.

This endorsement modifies coverage provided under the following:

COMMERCIAL EXCESS LIABILITY FORM
COMMERCIAL LIABILITY UMBRELLA FORM

Number of Days' Notice: 30

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided within this policy or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in above.

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ENDORSEMENT

AGGREGATE LIMITS OF INSURANCE – PER PROJECT

This Endorsement changes the Policy. Please read it carefully.

This endorsement modifies coverage provided under the following:

COMMERCIAL EXCESS LIABILITY FORM

Paragraph **2.b.** under **Section II – Limits Of Insurance** is deleted and replaced by the following:

2.b. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss", for all "injury or damage" covered under this Coverage Part.

However, this Aggregate Limit only applies to "injury or damage" that is subject to an aggregate limit of insurance under the "controlling underlying insurance".

The above described Aggregate Limit applies separately to each of your projects away from premises owned by or rented to you. Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances will we pay more than two times the Aggregate Limit stated on the Commercial Excess Liability Policy Declarations.

For the purposes of this endorsement, "Project" means all work done by you or on your behalf, away from your premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, or work done at multiple locates under one contract are not separate "projects" within the meaning of this endorsement.

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ENDORSEMENT

PRIMARY NON-CONTRIBUTORY ENDORSEMENT - BLANKET

This Endorsement changes the Policy. Please read it carefully.

This endorsement modifies coverage provided under the following:

COMMERCIAL EXCESS LIABILITY FORM
COMMERCIAL LIABILITY UMBRELLA FORM

It is agreed that:

The Other Insurance Condition is amended to include the following additional provision:

> When required by written contract or agreement, the insurance provided by this Policy is primary insurance and we will not seek contribution from any other insurance available to the person or organization covered as an additional insured hereunder.

This endorsement does not change any other provision of the Policy. The title and any headings in this endorsement are solely for convenience and do not affect its meaning.

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ENDORSEMENT

Endorsement Effective Date: 7/30/2024
(12:01 AM Standard Time at the address of the **Named Insured** as shown in the Declarations)

Endorsement Number:

WAIVER OF SUBROGATION ENDORSEMENT

This Endorsement changes the Policy. Please read it carefully.

This endorsement modifies coverage provided under the following:

COMMERCIAL EXCESS LIABILITY FORM
COMMERCIAL LIABILITY UMBRELLA FORM

SCHEDULE

Name Of Person Or Organization:
Any person(s) or organization(s) to whom the *Named Insured* agrees, in a written contract, to provide a waiver of subrogation. However, this status exists only for the project specified in that contract.

The Company waives any right of recovery it may have against the person or organization shown in the above Schedule because of payments the Company makes for injury or damage arising out of the *insured's* work done under a contract with that person or organization. The waiver applies only to the person or organization in the above Schedule.

Under no circumstances shall this endorsement act to extend the policy period, change the scope of coverage or increase the Aggregate Limits of Insurance shown in the Declarations.

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Agent copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 7/30/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001226901 of Texas Mutual Insurance Company effective on 7/30/24

Issued to: WALKER PARTNERS LLC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

7/29/24

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

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Agent copy

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

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

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

Schedule

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

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below. (The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 7/30/24 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001226901 of Texas Mutual Insurance Company effective on 7/30/24

Issued to: WALKER PARTNERS LLC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

7/29/24

PO Box 12058, Austin, TX 78711-2058
texasmutual.com | (800) 859-5995 | Fax (800) 359-0650

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS PACKAGE POLICY
CLAIMS-MADE EXCESS LIABILITY COVERAGE PART
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL UMBRELLA LIABILITY COVERAGE PART
DENTIST'S PACKAGE POLICY
ELECTRONIC DATA LIABILITY COVERAGE PART
EXCESS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART
PROFESSIONAL UMBRELLA LIABILITY COVERAGE PART - CLAIMS-MADE
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

SCHEDULE

Name and mailing address of person(s) or organization(s):

1. FOR WHOM YOU ARE REQUIRED IN A WRITTEN CONTRACT THAT WAS EXECUTED ON OR AFTER THE EARLIER OF THE FOLLOWING DATES: A. THE EFFECTIVE DATE OF THIS POLICY, OR B. THE EFFECTIVE DATE OF THE ORIGINAL POLICY OF WHICH THIS POLICY IS A RENEWAL OR REPLACEMENT, AND 2. FOR WHOM YOU ARE REQUIRED IN THAT SAME WRITTEN CONTRACT AS REFERRED TO IN 1. ABOVE TO PROVIDE CANCELLATION NOTICE.

Number of days notice (other than nonpayment of premium): 30

A. If we cancel or nonrenew this policy for any statutorily permitted reason other than nonpayment of premium we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least the number of days shown in the Schedule before the effective date of cancellation or nonrenewal.

B. If we cancel this policy for nonpayment of premium, we will mail notice to the person or organization shown in the Schedule. We will mail such notice at least 10 days before the effective date of cancellation.

C. If notice is mailed, proof of mailing to the mailing address shown in the Schedule will be sufficient proof of notice.

D. In no event will coverage extend beyond the actual expiration, termination or cancellation of the policy.

June 12, 2025
Item No. 6.5.
Impact Fee Semi-Annual Report

Sponsor: Carol Cotter

Reviewed By CBC: Impact Fee Advisory Committee

Agenda Caption: Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure
- Diverse Growing Economy
- Improving Mobility

Recommendation(s): The Impact Fee Advisory Committee (IFAC) heard this item at their meeting on May 15, 2025, and recommended acceptance of the report. Staff recommends that Council acknowledge and accept the Semi-Annual Report – No further action is required at this time.

Summary: The attached Impact Fee Semi-Annual Report is provided to the City Council in accordance with the Texas Local Government Code Chapter 395.058. The City of College Station adopted System-Wide Impact Fees for water, wastewater, and roadways in 2016. The statutory 5-year update was completed on November 22, 2021. Revised land use assumptions and capital improvements plans were adopted, including resultant maximum assessable rates and associated collection rates. In July 2023, residential impact fee collection rates were amended to provide for annual increases to water and roadway impact fees, beginning January 1, 2024, and again on January 1st of 2025 and 2026.

This report documents the period from October 1, 2024, through March 31, 2025. Other than the programmed increase to collection rates, there have been no major changes in the water, wastewater, or roadway impact fee programs during this reporting period. This report includes a summary of the utility and roadway impact fees collected, transferred, and available for capital improvement projects. It also lists ongoing capital improvement projects partially funded by impact fee revenues.

The Planning and Zoning Commission serves as the Impact Fee Advisory Committee (IFAC) per the City of College Station Code of Ordinances Chapter 107, Impact Fees. Ad hoc members were also appointed for the update process.

Budget & Financial Summary: N/A

Attachments:
1. Impact Fee Semi-Annual Report
2. Future Land Use Map
3. Service Area Maps -Water, Wastewater and Roadway
4. Status of Impact Fee CIP - Water Wastewater Roadway - March 2025

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

MEMORANDUM

DATE: June 12, 2025

TO: Impact Fee Advisory Committee

FROM: Carol Cotter, P.E., City Engineer

SUBJECT: Semi-Annual Report - System-Wide Impact Fees for Water, Wastewater, and Roadway

The City of College Station adopted "System-Wide" Impact Fees for water, wastewater, and roadways in the latter part of 2016. In accordance with Texas Local Government Code, the 5-year update was completed on November 22, 2021. Revised land use assumptions and capital improvements plans were adopted including resultant maximum assessable rates and associated collection rates. In July of 2023, residential impact fee collection rates were amended to provide for annual increases to water and roadway impact fees beginning January 1, 2024, and again on January 1st of 2025 and 2026.

Texas Local Government Code requires Semi-Annual Reporting to monitor the progress of impact fees and to determine if an update to the fee study is necessary before the statutory five-year requirement. Other than the programmed increase to the collection rates, there have been no major changes in the water, wastewater, or roadway impact fee programs during this reporting period. This report documents the period of October 1, 2024 to March 31, 2025 and includes a summary of the utility and roadway impact fees collected, transferred, and available for capital improvement projects. It also lists ongoing capital improvement projects partially funded by impact fee revenues.

Staff recommends that the Impact Fee Advisory Committee accept this report and forward to City Council for their update.

Impact Fee Advisory Committee (IFAC)

The City of College Station Code of Ordinances Chapter 107, Impact Fees, designates the Planning and Zoning Commission as the Impact Fee Advisory Committee (IFAC). Additional ad hoc members were appointed for the update process. The role of the IFAC is to:

1. Advise and assist the City in adopting Land Use Assumptions.
2. Review the Capital Improvements Plan and file written comments.
3. Monitor and evaluate implementation of the Capital Improvements Plan.
4. File semi-annual reports with respect to the progress of the Capital Improvements Plan.
5. Advise the City Council of the need to update or revise the Land Use Assumptions, Capital Improvements Plan, and Impact Fees.

System-Wide Impact Fees

System-wide impact fees for water and wastewater were adopted September 22, 2016, with roadway impact fees following on November 10, 2016. Maximum assessable rates were adopted, and reduced collection rates implemented. Water and wastewater fees were phased in, starting at 50% of the collection rate the first year with full collection rates the following year. Roadway impact fees were phased in, beginning with zero fee collection in year one and 50% in year two. Full implementation of the initial collection rates occurred in December 2018.

The statuary 5-year update of the water, wastewater and roadway impact fee programs was completed November 22, 2021. Amendments to the land use assumptions and capital improvements plans were adopted, including resultant maximum assessable rates and associated collection rates, and became effective on January 1, 2022. The collection rate for residential developments was increased by 10% from the previous rates and became effective March 1, 2022. The service area for roadway impact fees remained unchanged, bounded by the city limits. Service areas for system-wide water and wastewater impact fees were adjusted to respective services areas within the city limits, removing areas of the City's extra-territorial jurisdiction (ETJ). In July of 2023, residential impact fee collection rates were amended to provide for annual increases to water and roadway impact fees over the next three years, beginning January 1, 2024. The amendments have been incorporated in the semi-annual report.

Status of the impact fee programs are presented in the following tables.

Impact Fee Program Overview

Impact Fee	Adopted Max Rate	Collection Rate per Service Unit*		Total Estimated Capital Costs of IF Projects	Recoverable Costs at Max Rate (2021 – 2031)	Recoverable Cost at Collection Rate (2021-2031) **
		Res	Non-Res			
Water	$3,877	$2,150	$500	$67,722,554	$54,457,437	$11.8M
Wastewater	$5,572	$3,300	$3,000	$189,748,166	$71,917,188	$24.2M
Roadway A	$499	$499	$80	$13,915,012	$9,052,650	$3.4M
Roadway B	$1,261	$1,163+	$80	$48,390,353	$20,114,165	$5.9M
Roadway C	$2,127	$1,163	$80	$78,250,564	$25,687,488	$8.9M
Roadway D	$3,452	$1,163	$80	$74,492,580	$57,399,762	$5.7M
Roadway Totals				$215,048,509	$112,254,065	$23.7M

* Refer to Collection Rate Adjustment Schedule table for programmed collection rates.

** Recoverable costs include programmed collection rate adjustments.

+ For properties platted prior to January 1, 2022, the collection rate is limited to the 2016 maximum assessable rate of $1,072.

Collection Rate Adjustment Schedule

Impact Fee	Collection Rate Per Service Unit		
	Residential		Non-Residential
	2025	2026	
Water	$2,150	$2,325	$500
Wastewater	$3,300	$3,300	$3,000
Roadway A	$499	$499	$80
Roadway B	$1,163+	$1,261+	$80
Roadway C	$1,163	$1,514	$80
Roadway D	$1,163	$1,514	$80

+ For properties platted prior to January 1, 2022, the collection rate is limited to the 2016 maximum assessable rate of $1,072.

Impact fee revenues collected since the initial adoption of system-wide impact fees in 2016 are provided by fiscal year in the table below. Amounts collected for this six (6) month reporting period from October 1, 2024 to March 31, 2025 are also provided.

Impact Fee Revenues

Impact Fee	FY17	FY18	FY19	FY20	FY21	FY22	FY23	FY24	FY 25 1st 6 Month Reporting Period	Total Impact Fees Collected
Water	$45,075	$339,325	$335,400	$381,880	$420,200	$474,025	$328,370	$570,640	$569,730	$3,464,645
Wastewater	$155,475	$1,606,025	$1,575,150	$1,666,800	$2,243,700	$2,333,880	$1,725,705	$1,704,720	$1,268,505	$14,279,960
Roadway A	$0	$40,893	$81,193	$123,327	$117,261	$454,618	$142,401	$90,148	$55,485	$1,105,326
Roadway B	$0	$32,671	$80,625	$427,118	$538,988	$494,585	$316,257	$974,038	$1,452,837	$4,317,119
Roadway C	$0	$156,540	$391,243	$186,979	$194,634	$255,872	$205,679	$423,207	$344,059	$2,158,213
Roadway D	$0	$33,000	$150,526	$79,161	$85,404	$288,661	$229,382	$47,212	$208,127	$1,121,473
Roadway Totals	$0	$263,104	$703,587	$816,585	$936,287	$1,493,736	$893,719	$1,534,605	$2,060,508	$8,702,131

Impact Fee Capital Improvement Plan Implementation as of March 31, 2025

Impact Fee	Impact Fees Allocated	Developer Constructed (Estimated)	City Funded	Total Capital Project Expenditures
Water	$2,696,085	$120,000	$31,764,860	$34,580,945
Wastewater	$12,113,956	$690,000	$79,267,567	$92,071,523
Roadway A	$767,500	$0	$2,283,089	$3,050,589
Roadway B	$617,500	$0	$31,324,215	$31,941,715
Roadway C	$1,193,333	$77,667	$42,207,278	$43,478,278
Roadway D	$767,500	$777,500	$12,331,407	$13,876,407
Roadway Totals	$3,345,833	$855,167	$88,145,990	$92,346,990

The impact fee revenues are being utilized to aid in funding a number of the impact fee capital improvement projects. Impact fees may only be spent on eligible projects identified in the respective impact fee capital improvement plans and are then further restricted to the specific zones for roadway impact fees. The projects that have received impact fee funding are listed as follows.

Capital Projects Receiving Impact Fee Allocation

Water Impact Fee Projects:

- Well #9 and Collection Line (Project F)
- SH 6 Water Line Phases 1 and 2 (Project N)
- SH 6 Water Line Phase 3 (Project O)
- 2021 Impact Fee Study (Project R)

Wastewater Impact Fee Projects:

- Lick Creek Trunk Line (Project C)
- Northeast Trunk Line Phases 1 and 2 (Project E)
- Carters Creek Diversion Lift Station Phase 1 (Project M)
- Lick Creek WWTP Phase 1 Expansion (Project N)
- 2021 Impact Fee Update (Project O)

Roadway Impact Fee Projects:

- Zones A and D - Rock Prairie Road from SH 6 to Stonebrook Drive (Project A-5/D-1)
- Zones A and D - Rock Prairie Road from Stonebrook Drive to Town Lake Drive (Project A-6/D-2)
- Zones B and C - Rock Prairie Road W from 715’ west of Towers Parkway to Wellborn Road (Project B-3/C-1)
- Zone C - Capstone Drive from 1,265’ west of Wellborn Road to Wellborn Road (Project C-4)
- Zone C - Barron Road from Wellborn Road to WS Phillips Parkway (Project C-5)
- Impact Fee Study (all Zones)

Planning & Development Services
P.O. BOX 9960 • 1101 TEXAS AVENUE • COLLEGE STATION • TEXAS • 77842
TEL. 979.764.3570 • FAX. 979.764.3496
cstx.gov/devservices

Recommendation:

Staff recommends that the Impact Fee Advisory Committee accept this report and forward to City Council for their update.

Attachments:

1. Future Land Use Map
2. Service Area Maps - Water, Wastewater, and Roadway
3. Status of the Impact Fee Capital Improvements Plans – Water, Wastewater, and Roadway

FIGURE 2-1
CITY OF COLLEGE STATION
WATER AND WASTEWATER IMPACT FEE UPDATE
FUTURE LAND USE

LAND USE

- Urban Center
- Neighborhood Center
- General Commercial
- Neighborhood Commercial
- Business Center
- Urban Residential
- Mixed Residential
- Suburban Residential
- Estate Residential
- Rural
- Neighborhood Conservation
- Medical
- Wellborn
- Institutional/Public
- Texas A&M University
- Parks & Greenways
- Natural Areas
- Redevelopment Areas

LEGEND

- Road
- Railroad
- Stream
- Lake
- Texas A&M University
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary

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Bryan

Texas A & M University

BRAZOS CO

WASHINGTON CO

GRIMES CO

0 2,500 5,000
SCALE IN FEET

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Location: H:\W_WW_PLANNING\01_DELIVERABLES\00_FINAL_REPORT\[Figure_2-1]-Future_Land_Use.mxd
Updated: Monday, November 8, 2021

City of Bryan
29th Street

Texas A&M University
Villa Maria

Texas A&M University
Maple Street

3.0 MG Park Place
Elevated Storage Tank
Overflow Elev. = 522'

Texas A&M University
Olsen Field

City of College Station
HSC Parkway

Wellborn
Holleman

Wellborn
Foxfire

Wellborn
Waterford Heights

Dowling Road
Pump Station
(3) - 8,000 gpm Pumps
(2) - 6,175 gpm Pumps
(1) - 6,000 gpm Pump
(1) - 5.0 MG Ground Storage Tank
(1) - 3.0 MG Ground Storage Tank
Overflow Elev. = 370'

Wellborn
Rock Prairie

2.0 MG Greens Prairie
Elevated Storage Tank
Overflow Elev. = 522'

Wellborn
Caprock

Texas A & M University

Brazos County MUD 1

BRAZOS CO
WASHINGTON CO
GRIMES CO
BRAZOS CO

0 2,500 5,000
SCALE IN FEET

FIGURE 2-3
CITY OF COLLEGE STATION
WATER AND WASTEWATER IMPACT FEE UPDATE
WATER IMPACT FEE SERVICE AREA

LEGEND

- Emergency Interconnect
- Active Interconnect
- Pump Station
- Elevated Storage Tank
- Ground Storage Tank
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Road
- Railroad
- Stream
- Water Impact Fee Service Area
- Texas A&M University
- Brazos County MUD 1
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary

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Updated: Monday, November 8, 2021

Eastside LS
Private LS
Hensel Park LS
Carters Creek WWTP
Permitted Capacity: 9.5 MGD
Functitonal Capacity: 7.7 MGD
Fox Fire LS
Carters Lake WWTP
Treatment Capacity: 5.9 gpm
LS 4
Valley Park LS
Luther Street LS
Rock Prairie LS
LS 3
LS 2
Lick Creek WWTP
Permitted Capacity: 2.0 MGD
Aggie Acres LS
Mission Ranch LS
Westminster LS
Castlegate LS
Crooked Creek Path LS
Creek Meadow LS
Indian Lakes LS
Southern Pointe LS
Brazos County MUD 1
Texas A & M University
0 2,500 5,000
SCALE IN FEET

FIGURE 2-4
CITY OF COLLEGE STATION
WATER AND WASTEWATER IMPACT FEE UPDATE
WASTEWATER IMPACT FEE SERVICE AREA

LEGEND

- Lift Station
- Wastewater Treatment Plant
- 8" and Smaller Wastewater Line
- 10" and Larger Wastewater Line
- 8" and Smaller Force Main
- 10" and Larger Force Main
- Road
- Railroad
- Stream
- Lake
- Wastewater Impact Fee Service Area
- Texas A&M University
- Brazos County MUD 1
- City Limit
- ETJ Boundary
- County Boundary

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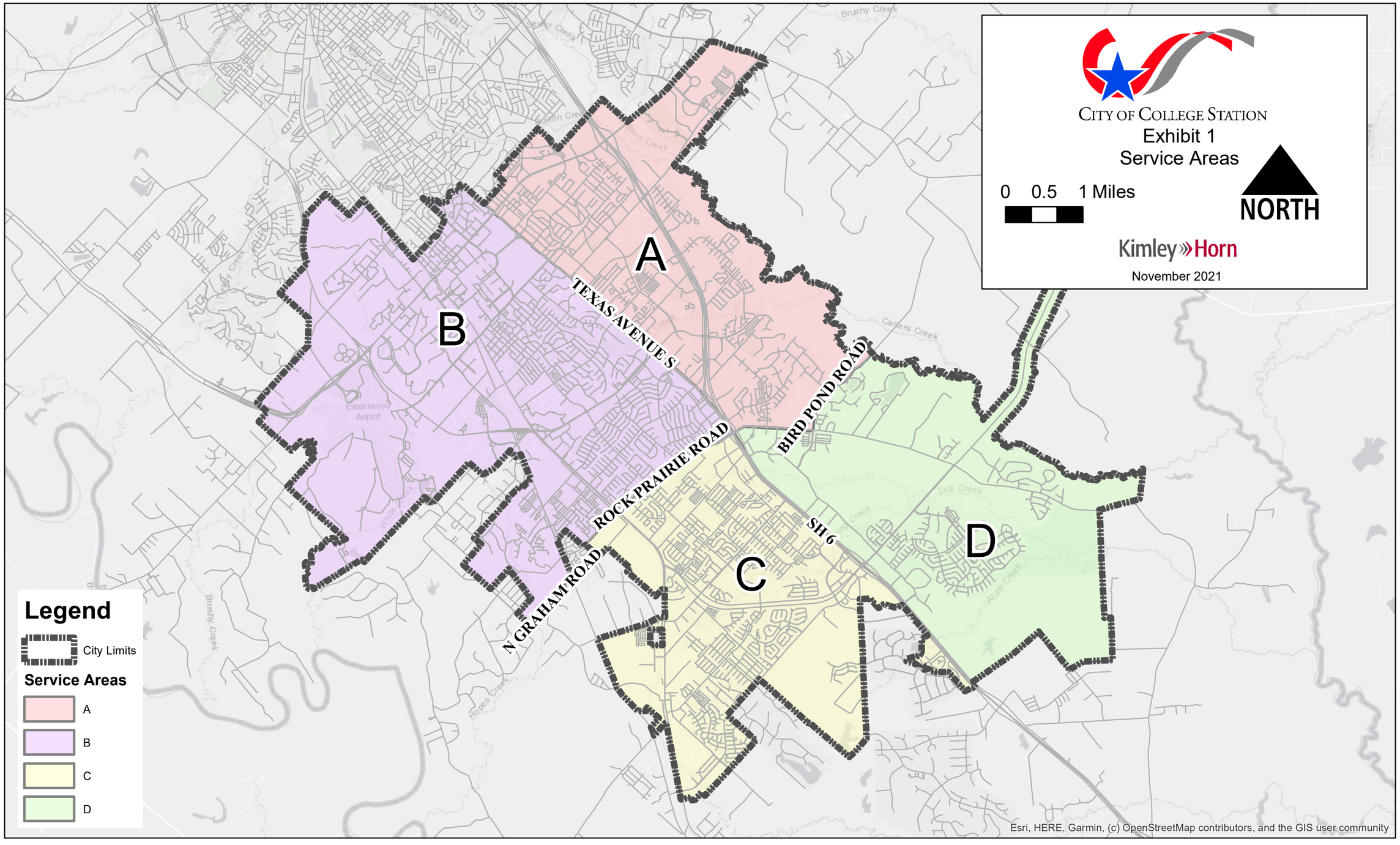
Updated: Monday, November 8, 2021
User: EBB12


CITY OF COLLEGE STATION
Exhibit 1
Service Areas
0 0.5 1 Miles
NORTH
Kimley»Horn
November 2021
A
B
C
D
TEXAS AVENUE S
BIRD POND ROAD
ROCK PRAIRIE ROAD
N GRAHAM ROAD
SH 6
Legend
City Limits
Service Areas
A
B
C
D
Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

Water Impact Fees Capital Improvement Plan
Semi-Annual Impact Fee Report: October 2024 - March 2025

Project ID	Description of Project[1]	Project Cost	Project Status as of March 2025
A	High Service Pumping Improvements	$ 3,597,227	Complete
B	BioCorridor Water Line	$ 998,884	Complete
C	Area 2 Water Line Extension	$ 1,000,000	Complete
D	Cooling Tower Expansion	$ 3,795,667	Complete
E	Well No. 10 Land Acquisition	$ 1,048,633	Complete
F	Well No. 9 and Collection Line	$ 7,623,202	Complete
G	Midtown Drive 12-inch Water Line	$ 920,000	Complete
H	The Crossing at Lick Creek Phase 1 - 3 Oversize Participation	$ 45,233	Complete
I	Embassy Suites Water Line Oversize Participation	$ 15,030	Complete
J	Brazos Valley Auto Complex Oversize Participation	$ 84,791	Complete
K	Castlegate II Oversize Participation	$ 50,871	Complete
L	Greens Prairie Oversize Participation	$ 96,498	Complete
M	Summit Crossing Phase 3A Oversize Participation	$ 32,550	Complete
N	SH 6 Water Line Phase 1 and 2	$ 1,036,568	Complete
O	SH 6 Water Line Phase 3	$ 3,050,000	Complete
P	3.0 MG Elevated Storage Tank and Pressure Reducing Valves	$ 8,690,000	Complete
Q	SH 40 Water Line Phase 1 and 2	$ 4,200,000	In Design
R	2021 Impact Fee Study	$ 150,000	Complete
1	New and Replacement 12-inch Rock Prairie Road Water Line	$ 2,289,500	Future
2	New 18-Inch Midtown Business Center Water Line	$ 2,796,400	Future
3	BioCorridor Water Line Improvements	$ 2,741,200	Future
4	Water Supply Well No. 10	$ 19,223,900	In Design
5	Harvey Mitchel Parkway Water Line Replacement	$ 4,236,400	Future

[1]Oversize participation projects include only the portion of costs paid for by the City.

FIGURE 3-1
CITY OF COLLEGE STATION
WATER IMPACT FEE UPDATE
CAPITAL IMPROVEMENTS PLAN

D — Cooling Tower Expansion

E — Land Acquisition for Well No. 10

F — Well No. 9 and Collection Line

4 — New Groundwater Well No. 10

LEGEND

Impact Fee Eligible Project
- Water Line

Ongoing/Recently Completed Improvements
- Pressure Relief Valve
- Water Tank
- Water Line

Existing Water System
- Interconnect
- Elevated
- Ground
- Pump Station
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Road
- Railroad
- Stream
- Lake
- Water Impact Fee Service Area
- Brazos County MUD 1
- Texas A&M University
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary

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The timing of projects shown is subject to change based on development patterns. The utility alignments shown in this figure are for illustration purposes only and do not set the alignments. The alignment of each utility will be determined at the time of the engineering design.

City of Bryan
29th Street

Texas A&M University
Villa Maria

Texas AM University
Maple Street

Texas AM University
Olsen Field

City of College Station
HSC Parkway

Texas A & M University

Wellborn
Holleman

3.0 MG Park Place
Elevated Storage Tank
Overflow Elev. = 522'

Wellborn
Foxfire

Wellborn
Waterford Heights

3.0 MG Rock Prairie
Elevated Storage Tank and PRVs

Wellborn
Rock Prairie

2.0 MG Greens Prairie
Elevated Storage Tank
Overflow Elev. = 522'

Wellborn
Caprock

Dowling Road
Pump Station
(3) - 8,000 gpm Pumps
(2) - 6,175 gpm Pumps
(1) - 6,000 gpm Pump
(1) - 5.0 MG Ground Storage Tank
(1) - 3.0 MG Ground Storage Tank
Overflow Elev. = 370'
High Service Pumping Improvements

Brazos County MUD 1

0 2,750 5,500
SCALE IN FEET

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Filename: G:\CS\PRE_PLANNING\01_DELIVERABLES\05_FINAL_REPORT\Figure_3-1\Water_IF_CIP.mxd
Updated: Monday, November 8, 2021 11:12:56 AM
User Name: GBR2

Wastewater Impact Fees Capital Improvement Plan
Semi-Annual Impact Fee Report: October 2024 - March 2025

Project ID	Description of Project[1]	Project Cost	Project Status as of March 2025
A	Royder/Live Oak Sewer Service	$ 1,691,256	Complete
B	Bee Creek Interceptor Phase 1 and 2	$ 8,472,421	Complete
C	Lick Creek Trunk Line	$ 14,020,058	Complete
D	Medical District Trunk Line Phase 1 (Participation Agreement)	$ 1,770,375	Complete
E	Northeast Trunk Line Phase 1 and 2	$ 6,558,738	Complete
F	Southwood Valley Trunk Line Phase 1	$ 1,518,488	Complete
G	18-Inch Harvey Road Gravity Line	$ 188,790	Complete
H	Creek Meadows Lift Station Upsizing and Force Main	$ 212,587	Complete
I	Nagle Street Student Housing Oversize Participation	$ 26,854	Complete
J	Bee Creek Interceptor Phase 3	$ 3,900,000	Under Construction
K	Medical District Trunk Line Phase 2 and 3	$ 3,250,000	Phase 2: In Design; Phase 3: In Design
L	Northeast Trunk Line Phase 3 and 4	$ 13,861,000	Phase 3: In Design; Phase 4: In Design
M	Carters Creek Diversion Lift Station Phase 1	$ 13,900,000	Under Construction
N	Lick Creek WWTP Phase 1 Expansion	$ 39,014,049	Complete
O	2021 Impact Fee Update	$ 174,150	Complete
1	15/18/24/30/36-inch Southwood Valley Interceptor Phase 2	$ 7,314,800	In Design
2	18/21/24-Inch Bee Creek Trunk Line Phase 4	$ 5,357,800	Future
3	18/21-Inch Alum Creek Sewer Trunk Line	$ 11,136,600	In Design
4	8-Inch Creek Meadows Force Main Re-Routed to Alum Creek Trunk Line	$ 2,517,900	Future
5	Lick Creek WWTP Phase 2 Expansion (to 8.0 MGD)	$ 49,946,000	Future
6	21/24-Inch Harvey Road Replacement Gravity Line	$ 4,916,300	Future

[1]Oversize participation projects include only the portion of costs paid for by the City.

FIGURE 3-2
CITY OF COLLEGE STATION
WASTEWATER IMPACT FEE UPDATE
CAPITAL IMPROVEMENTS PLAN

LEGEND

Ongoing/Recently Completed Improvements
- Lift Station
- Wastewater Treatment Plant
- Gravity Main
- Force Main

Impact Fee Eligible Improvements
- Gravity Main
- Force Main

Existing Wastewater System
- Lift Station
- Wastewater Treatment Plant
- 8" and Smaller Wastewater Line
- 10" and Larger Wastewater Line
- Force Main
- Road
- Railroad
- Stream
- Lake
- Wastewater Impact Fee Service Area
- Brazos County MUD 1
- Texas A&M University
- City Limit
- ETJ Boundary
- Other City Limit
- County Boundary

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The timing of projects shown is subject to change based on development patterns. The utility alignments shown in this figure are for illustration purposes only and do not set the alignments. The alignment of each utility will be determined at the time of the engineering design.

Bryan

Texas A & M University

Hensel Park LS
2.59 MGD Existing Firm Capacity
Decommission Lift Station and 12" Force Main

Valley Park LS

To A&M Wastewater System

Luther Street LS

Aggie Acres LS

Mission Ranch LS

Westminster LS

Castlegate LS

Crooked Creek Path LS

Creek Meadow LS
Expansion to 0.87 MGD
Decommission Existing 6-Inch Force Mains and Re-Route Flows

Private Lift Station

Lift Station 3
Decommission Lift Station
Divert Flow to Lick Creek WWTP

Rock Prairie LS
Decommission Lift Station and 6-Inch Force Main

Lift Station 2
Decommission Lift Station and 8" Force Main

Eastside LS

Diversion Lift Station
New 6 MGD Lift Station

Carters Creek WWTP
Permitted Capacity: 9.5 MGD
Functional Capacity: 7.7 MGD

Fox Fire LS

Carters Lake WWTP

Lift Station 4

Lick Creek WWTP
Treatment Capacity: 2.0 MGD
Expansion to 5 MGD
Expansion to 8 MGD

Brazos County MUD 1

Southern Pointe LS

Indian Lakes LS

GRIMES CO
BRAZOS CO
WASHINGTON CO

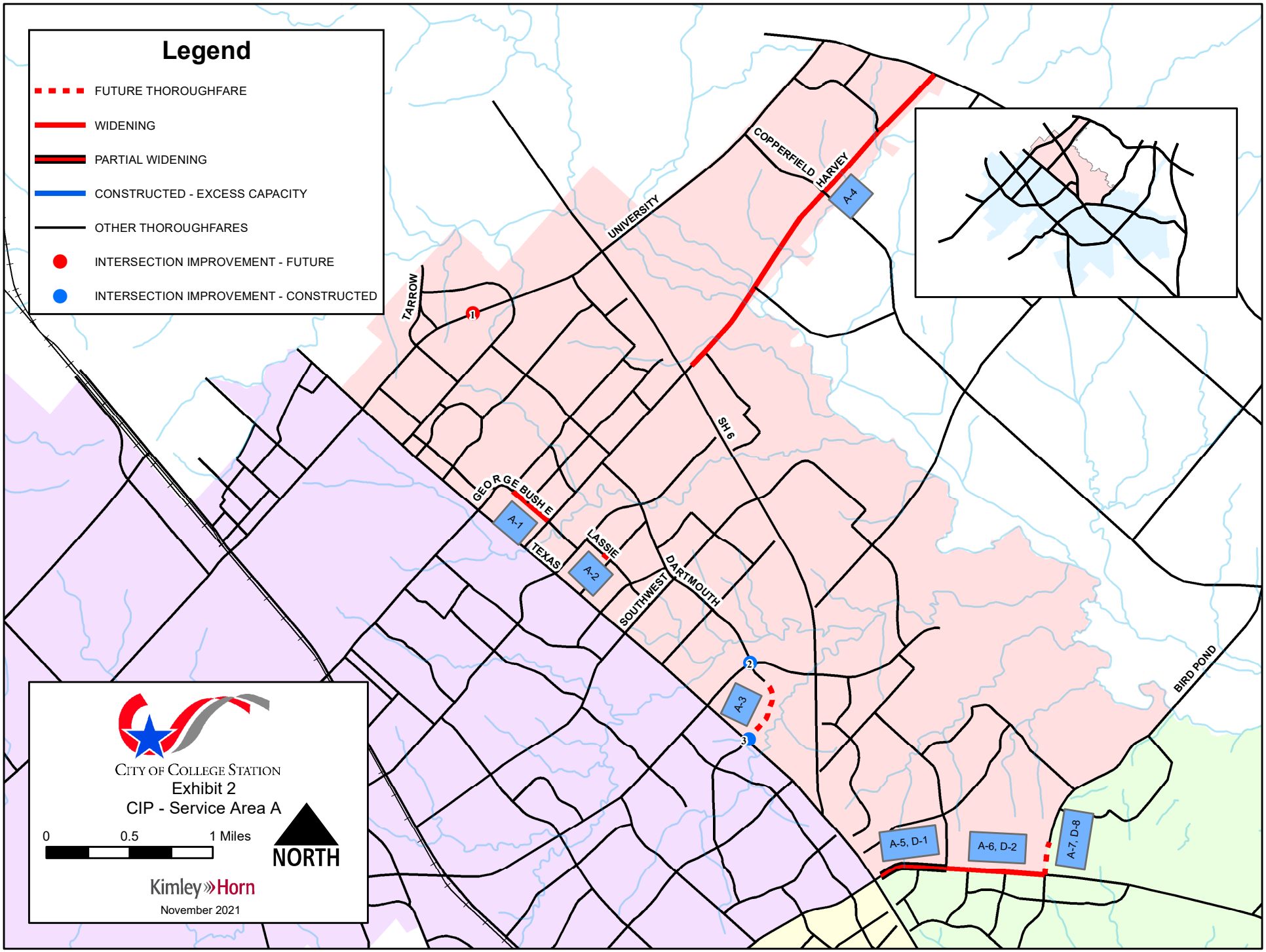
0 2,750 5,500
SCALE IN FEET

Created By Freese and Nichols, Inc.
Job No.: COLB1901
File Name: 2021_WW_IMPACT_FEE_PLANNING\01_DELIVERABLES\05_FINAL_REPORT\Figure_3-2-WW_ImpactFee_CIP.mxd
Updated: Tuesday, October 19, 2021 11:10:10 AM
User Name: GBS2

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: October 2024 - March 2025

Service Area A

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of March 2025
			From	To			
A-1	4 lane Minor Arterial	George Bush Drive E	Dominik Drive	Harvey Road	Widening	$ 2,409,500	Future
A-2	2 lane Major Collector	Lassie Lane	Sterling Street	Manuel Drive	Future	$ 860,066	Future
A-3	2 lane Major Collector	Dartmouth Street	720' S of Harvey Mitchell Parkway S	Texas Avenue S	Future	$ 2,423,520	Future
A-4	4 lane Major Arterial - TxDOT	Harvey Road	SH 6 Northbound Frontage Road	Boonville Road	Widening	$ 2,509,696	In Design
A-5, D-1	4 lane Major Arterial	Rock Prairie Road	SH 6 Northbound Frontage Road	Stonebrook Drive	Partial Widening	$ 2,164,000	Construction
A-6, D-2	4 lane Major Arterial	Rock Prairie Road	Stonebrook Drive	Town Lake Drive	Widening	$ 5,136,000	Construction
A-7, D-8	4 lane Major Arterial	Bird Pond Road	Rock Prairie Road	1,055' E of Rock Prairie Road	Future	$ 1,758,000	Future
Intersections							
1	University Drive E and University Towne Center					$ 400,000	Future
2	Harvey Mitchell Parkway S and Dartmouth Street					$ 301,515	Complete
3	Texas Avenue S and Brothers Boulevard					$ 397,476	Complete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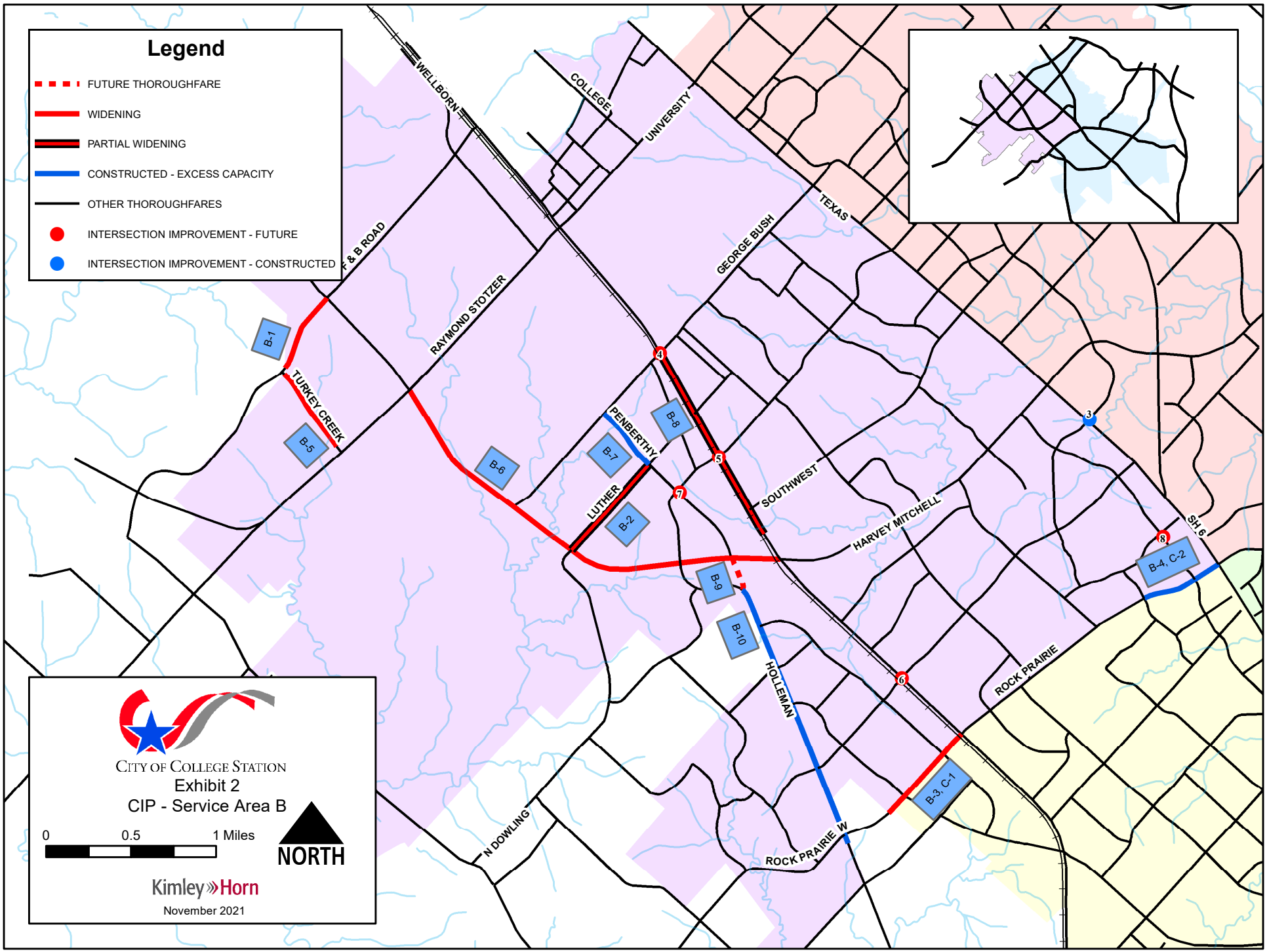
WIDENING
PARTIAL WIDENING
CONSTRUCTED - EXCESS CAPACITY
OTHER THOROUGHFARES
INTERSECTION IMPROVEMENT - FUTURE
INTERSECTION IMPROVEMENT - CONSTRUCTED
TARROW
UNIVERSITY
COPPERFIELD
HARVEY
A-4
SH 6
GEORGE BUSH E
A-1
TEXAS
LASSIE
A-2
SOUTHWEST
DARTMOUTH
A-3
BIRD POND
A-5, D-1
A-6, D-2
A-7, D-8
1
2
3
CITY OF COLLEGE STATION
Exhibit 2
CIP - Service Area A
0
0.5
1 Miles
NORTH
Kimley»Horn
November 2021

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: October 2024 - March 2025

Service Area B

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of March 2025
			From	To			
B-1	4 lane Minor Arterial	F & B Road	160' E of Turkey Creek Road	Harvey Mitchell Parkway S	Widening	$ 4,106,520	Future
B-2	4 lane Minor Arterial (1/2)	Luther Street W	Harvey Mitchell Parkway	Jones Butler Road	Partial Widening	$ 2,903,600	Future
B-3, C-1	4 lane Minor Arterial	Rock Prairie Road W	715' W of Towers Parkway	Wellborn Road	Widening	$ 4,659,868	Complete
B-4, C-2	6 lane Major Arterial	Rock Prairie Road	Normand Drive	SH 6	Constructed	$ 4,017,530	Complete
B-5	2 lane Major Collector	Turkey Creek Road	2,775' N of Raymond Stotzer Parkway Westbound Frontage Road	Raymond Stotzer Parkway Westbound Frontage Road	Widening	$ 3,278,140	Future
B-6	6 lane Major Arterial - TxDOT	Harvey Mitchell Parkway S	Raymond Stotzer Parkway	Wellborn Road	Widening	$ 1,407,527	Construction
B-7	4 lane Minor Arterial	Penberthy Road	George Bush Drive	Luther Street W	Constructed	$ 3,080,683	Complete
B-8	6 lane Major Arterial - TxDOT	Wellborn Road	George Bush Drive	940' N of Harvey Mitchell Parkway S	Partial Widening	$ 1,486,464	Future
B-9	2 lane Major Collector	Jones Butler Road	Harvey Mitchell Parkway S	Holleman Drive S	Future	$ 9,652,780	Construction
B-10	4 lane Minor Arterial	Holleman Drive S	N Dowling Road	290' S of Rock Prairie Road W	Constructed	$ 10,631,067	Complete
Intersections							
3	Texas Avenue S and Brothers Boulevard					$ 397,476	Complete
4	Wellborn Road and George Bush Drive					$ 1,190,232	In Design
5	Welborn Road and Holleman Drive					$ 644,445	Complete
6	Wellborn Road and Deacon Drive					$ 4,532,013	Complete
7	Holleman Drive W and Jones Butler Road					$ 572,000	Construction
8	Longmire Drive and Ponderosa Drive					$ 350,000	Future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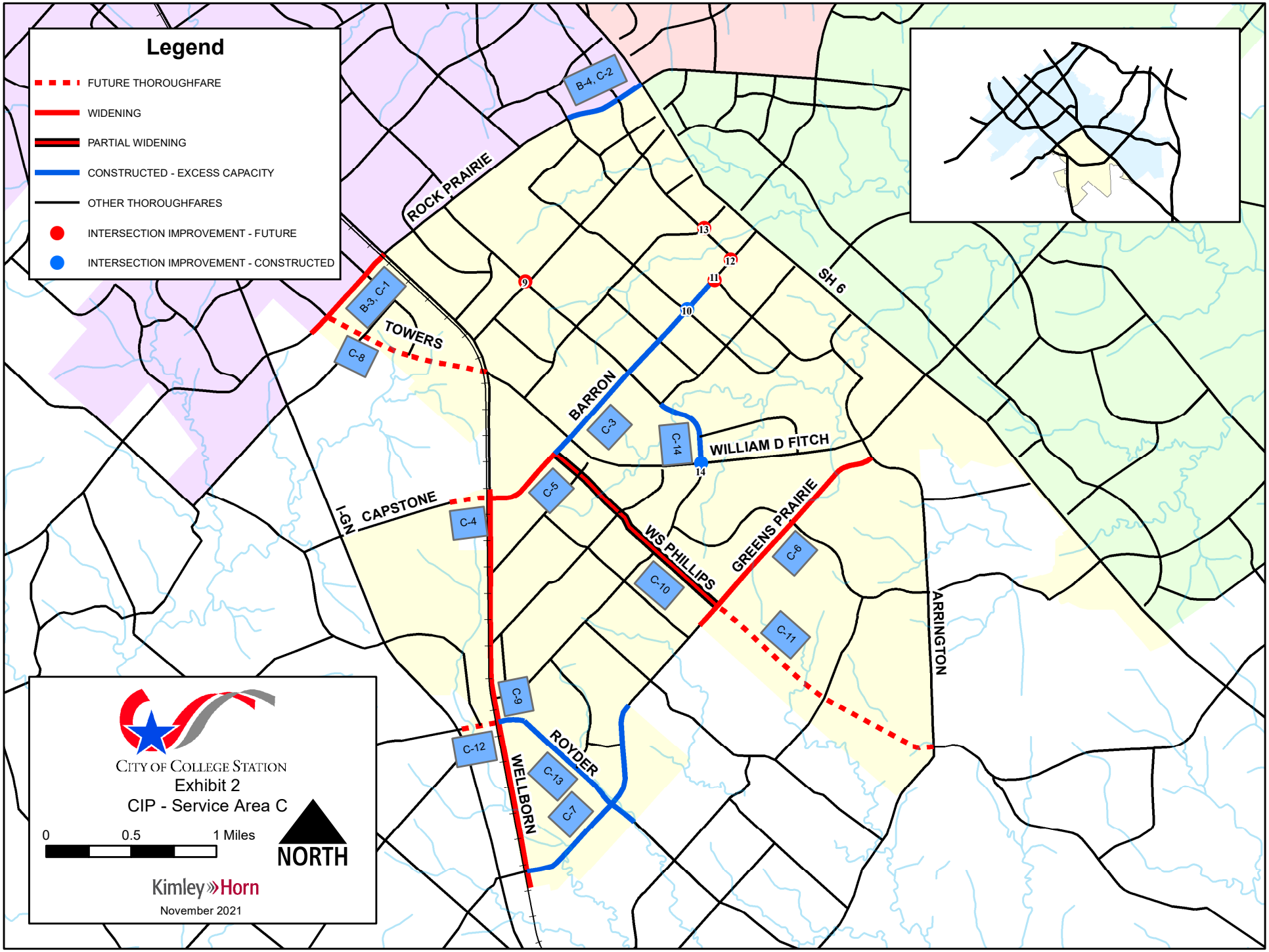
CONSTRUCTED - EXCESS CAPACITY
OTHER THOROUGHFARES
INTERSECTION IMPROVEMENT - FUTURE
INTERSECTION IMPROVEMENT - CONSTRUCTED
WELLBORN
COLLEGE
UNIVERSITY
TEXAS
GEORGE BUSH
F & B ROAD
RAYMOND STOTZER
TURKEY CREEK
PENBERTHY
LUTHER
SOUTHWEST
HARVEY MITCHELL
SH 6
HOLLEMAN
ROCK PRAIRIE
ROCK PRAIRIE W
N DOWLING
B-1
B-2
B-3, C-1
B-4, C-2
B-5
B-6
B-7
B-8
B-9
B-10
CITY OF COLLEGE STATION
Exhibit 2
CIP - Service Area B
0
0.5
1 Miles
NORTH
Kimley»Horn
November 2021

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: October 2024 - March 2025

Service Area C

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of March 2025
			From	To			
B-3, C-1	4 lane Minor Arterial	Rock Prairie Road W	715' W of Towers Parkway	Wellborn Road	Widening	$ 4,659,868	Complete
B-4, C-2	6 lane Major Arterial	Rock Prairie Road	Normand Drive	SH 6	Constructed	$ 4,017,530	Complete
C-3	4 lane Minor Arterial	Barron Road	WS Phillips Parkway	Decatur Drive	Constructed	$ 5,795,317	Complete
C-4	4 lane Minor Arterial	Capstone Drive	1265' W of Wellborn Road	Wellborn Road	Future	$ 2,765,575	In Design
C-5	4 lane Minor Arterial	Barron Road	Wellborn Road	WS Phillips Parkway	Widening	$ 4,712,977	In Design
C-6	4 lane Minor Arterial	Greens Prairie Road	820' W OF WS Phillips Parkway	Arrington Road	Widening	$ 10,550,324	Complete
C-7	4 lane Minor Arterial	Greens Prairie Road	Wellborn Road	1290' E of Creek Meadow Boulevard N	Constructed	$ 8,918,795	Complete
C-8	4 lane Major Arterial	Towers Parkway	Rock Prairie Road W	Wellborn Road	Future	$ 10,030,680	Future
C-9	4 lane Major Arterial - TxDOT	Wellborn Road	Capstone Drive	540' S of Greens Prairie Road	Widening	$ 2,407,328	In Design
C-10	4 lane Minor Arterial (1/2)	WS Phillips Parkway	Barron Road	Greens Prairie Road	Partial Widening	$ 5,844,160	Future
C-11	4 lane Minor Arterial (50%)	WS Phillips Parkway	Greens Prairie Road	Arrington Road	Future	$ 7,311,480	Future
C-12	4 lane Minor Arterial (50%)	Royder Road Extension	I-GN Road	Wellborn Road	Future	$ 3,360,000	Future
C-13	4 lane Minor Arterial	Royder Road	Wellborn Road	885' S of Greens Prairie Road	Constructed	$ 7,690,299	Complete
C-14	2 lane Major Collector	Victoria Avenue	Southern Plantation Drive	William D. Fitch Parkway	Constructed	$ 1,973,927	Complete
Intersections							
9	Graham Road and Victoria Avenue					$ 350,000	Future
10	Barron Road and Alexandria Avenue					$ 320,994	Complete
11	Barron Road and Decatur Drive					$ 350,000	In Design
12	Barron Road and Longmire Drive					$ 350,000	Construction
13	Longimre Drive and Eagle Avenue					$ 350,000	Construction
14	William D. Fitch Parkway and Victoria Avenue					$ 816,249	Complete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FUTURE THOROUGHFARE
WIDENING
PARTIAL WIDENING
CONSTRUCTED - EXCESS CAPACITY
OTHER THOROUGHFARES
INTERSECTION IMPROVEMENT - FUTURE
INTERSECTION IMPROVEMENT - CONSTRUCTED
B-4, C-2
ROCK PRAIRIE
B-3, C-1
C-8
TOWERS
SH 6
BARRON
C-3
C-14
WILLIAM D FITCH
C-5
C-4
I-GN
CAPSTONE
WS PHILLIPS
GREENS PRAIRIE
C-6
C-10
C-11
ARRINGTON
C-9
C-12
WELLBORN
ROYDER
C-13
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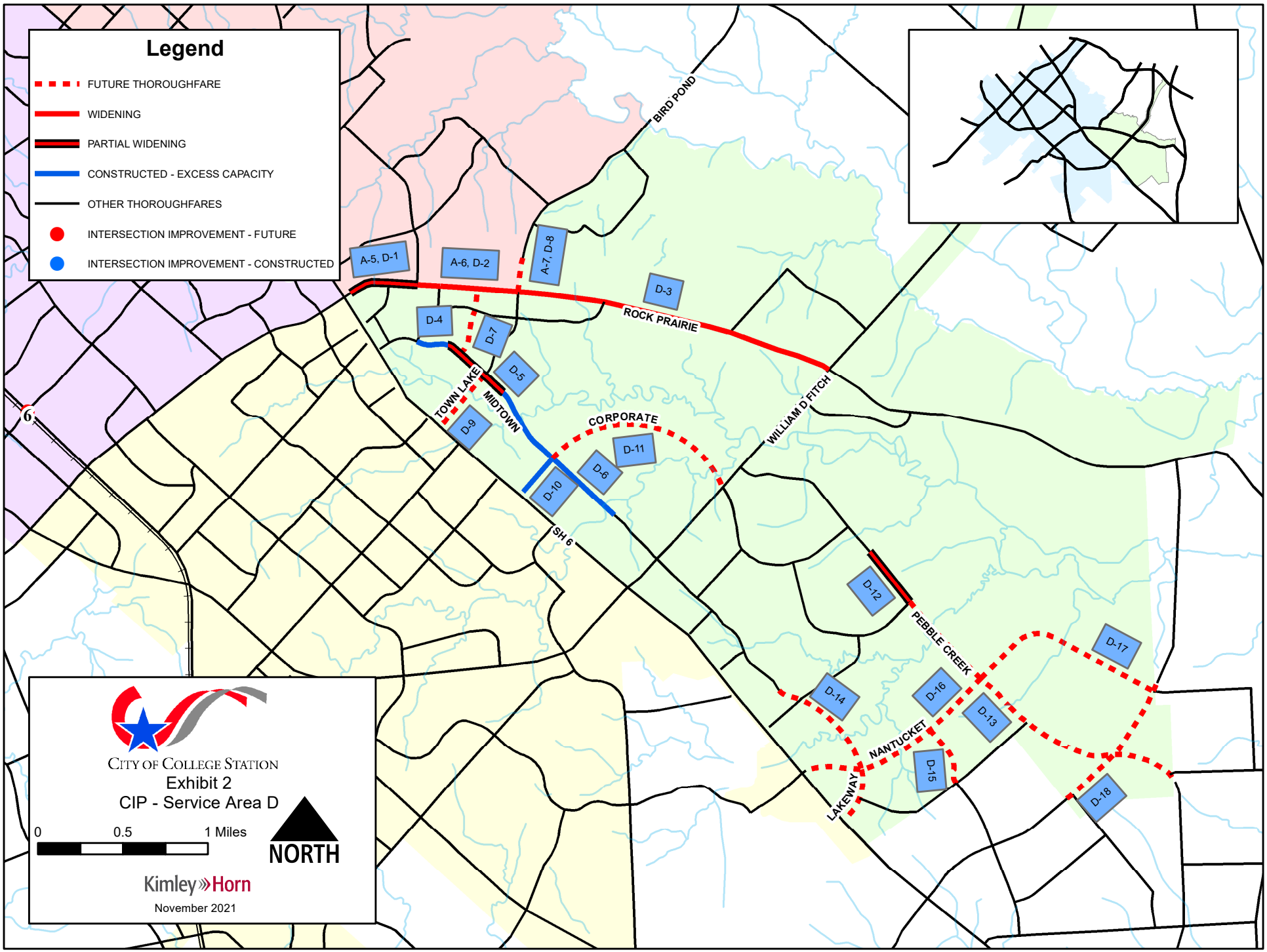
CITY OF COLLEGE STATION
Exhibit 2
CIP - Service Area C
0
0.5
1 Miles
NORTH
Kimley»Horn
November 2021

Roadway Impact Fee Capital Improvement Plan
Semi-Annual Impact Fee Report: October 2024 - March 2025

Service Area D

Project ID	Functional Class	Project	Limits		Project Type	Project Cost	Project Status as of March 2025
			From	To			
A-5, D-1	4 lane Major Arterial (1/2)	Rock Prairie Road	SH 6 Northbound Frontage Road	Stonebrook Drive	Partial Widening	$ 2,164,000	Construction
A-6, D-2	4 lane Major Arterial	Rock Prairie Road	Stonebrook Drive	Town Lake Drive	Widening	$ 5,136,000	Construction
D-3	4 lane Major Arterial	Rock Prairie Road	Town Lake Drive	William D. Fitch Parkway	Widening	$ 17,245,000	In Design
D-4	4 lane Minor Arterial	Midtown Drive	Medical Avenue	990' E of Medical Avenue	Constructed	$ 1,028,820	Complete
D-5	4 lane Minor Arterial (1/2)	Midtown Drive	990' E of Medical Avenue	800' S of Town Lake Drive	Partial Widening	$ 4,535,000	Future
D-6	2 lane Major Collector	Midtown Drive	800' S of Town Lake Drive	2605' S of Corporate Parkway	Constructed	$ 5,374,808	Complete
D-7	2 lane Major Collector	Durham Drive	Midtown Drive	Rock Prairie Road	Future	$ 981,960	Future
A-7, D-8	4 lane Major Arterial	Bird Pond Road	Rock Prairie Road	1055' E of Rock Prairie Road	Future	$ 1,758,000	Future
D-9	4 lane Minor Arterial (50%)	Town Lake Drive	SH 6 Northbound Frontage Road	Midtown Drive	Future	$ 1,753,000	Partial
D-10	2 lane Major Collector	Corporate Parkway	SH 6 Northbound Frontage Road	Midtown Drive	Constructed	$ 1,436,192	Complete
D-11	2 lane Major Collector	Corporate Parkway	Midtown Drive	William D. Fitch Parkway	Future	$ 9,894,000	Future
D-12	4 lane Minor Arterial (1/2)	Pebble Creek Parkway	Royal Adelade Drive	St Andrews Drive	Partial Widening	$ 2,137,000	Future
D-13	4 lane Minor Arterial (50%)	Pebble Creek Parkway	St Andrews Drive	275' S of Lone Star Lane	Future	$ 9,181,000	Future
D-14	2 lane Major Collector	Lakeway Drive	1645' S of Gateway Boulevard	SH 6 Northbound Frontage Road	Future	$ 2,635,080	Future
D-15	2 lane Major Collector	Mather Parkway	Nantucket Drive	1920' S of Nantucket Drive	Future	$ 882,000	Future
D-16	4 lane Minor Arterial (50%)	Nantucket Drive	SH 6 Northbound Frontage Road	Pebble Creek Parkway	Future	$ 5,877,000	Future
D-17	2 lane Major Collector	Nantucket Drive	Pebble Creek Parkway	Southern Pointe Parkway	Future	$ 3,083,220	Future
D-18	4 lane Minor Arterial (50%)	Southern Pointe Parkway	205' W of Pipeline Road	280' E of Nantucket Drive	Future	$ 3,902,000	Future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WIDENING
PARTIAL WIDENING
CONSTRUCTED - EXCESS CAPACITY
OTHER THOROUGHFARES
INTERSECTION IMPROVEMENT - FUTURE
INTERSECTION IMPROVEMENT - CONSTRUCTED
BIRD POND
ROCK PRAIRIE
TOWN LAKE
MIDTOWN
CORPORATE
WILLIAM D FITCH
SH 6
PEBBLE CREEK
NANTUCKET
LAKEWAY
A-5, D-1
A-6, D-2
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CITY OF COLLEGE STATION
Exhibit 2
CIP - Service Area D
0
0.5
1 Miles
NORTH
Kimley»Horn
November 2021

June 12, 2025
Item No. 6.6.
Howdy Enterprises, LTD Franchise Agreement - First Reading

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Howdy Enterprises, LTD, for the collection of recyclables from commercial and multifamily locations.

Relationship to Strategic Goals:
1. Core Services and Infrastructure

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

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

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

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

Budget & Financial Summary: N/A

Attachments:
1. Howdy Enterprises, LTD Franchise Agreement (Vendor Signed)

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 25300521 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Waste Recycling Franchise Agreement

Name of Contractor: Howdy Enterprises, LTD

CONTRACT TOTAL VALUE: $ N/A

Grant Funded Yes ☐ No ■
If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ☐ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ■ N/A

Davis Bacon Wages Used ☐ 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)
Franchise Agreement

*(If required)**
CRC Approval Date*: N/A **Council Approval Date*:** 6-12-25 & 6-26-25 **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
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — 5/27/2025 DATE

ASST CITY MGR – CFO — DATE

LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

MAYOR (if applicable) — DATE

CITY SECRETARY (if applicable) — DATE

__Original(s) sent to CSO on _____ Scanned into Laserfiche on _____ ____Original(s) sent to Fiscal on _____

ORDINANCE NO. _____

RECYCLABLES COLLECTION FRANCHISE AGREEMENT

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

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

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

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

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

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II) General Requirements Applicable to All Policies: 14
III) Commercial General Liability 14
IV) Business Automobile Liability 15
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ARTICLE I. DEFINITIONS

1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.

1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.

1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.

1.4 **City Council or Council** means the governing body of the City of College Station, Texas.

1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.

1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.

1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.

1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.

1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.

1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.

1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.

1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.

1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.

1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

1.15 **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.

1.16 **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.

1.17 **TAC** means the Texas Administrative Code now and as amended.

1.18 **TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

2.1 **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.

2.2 **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.

2.3 **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.

2.4 **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

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

a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.

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

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

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

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

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

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

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

ARTICLE IV. ACCESS TO RECORDS & REPORTING

4.1 **Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.

4.2 **Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.

4.3 **Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.

4.4 **Activity Report**. Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20^{th}) calendar day of each month. Contractor's report shall include the following information:

- **a.** The Customer collection count, itemized by customer type.
- **b.** Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
- **c.** Any other information concerning the collections as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

6.2 **Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.

6.3 **Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT

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

7.2 **Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

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

8.2 **City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

9.1 **Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

9.2 **Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

9.3 **Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.

9.4 **Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars ($300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

10.1 **Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWMA, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.

10.2 **Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

ARTICLE XI. VIOLATION AND PENALTY

11.1 **Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed $2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.

11.2 **Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

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

12.2 The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in **Exhibit B**. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C.**

ARTICLE XIII. INDEMNIFICATION AND RELEASE

13.1 Indemnification. Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

13.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work and services to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

ARTICLE XIV. DISPUTES AND MEDIATION

14.1 Disputes. If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

14.2 Mediation. If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

14.3 Other Remedies. If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

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

15.2 Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of College Station	HOWDY ENTERPRISES, LTD
Attn: Caroline Ask	Attn: Sarah Scardella, CAO
PO BOX 9960	4256 Hwy 21 West
College Station, TX 77842	Caldwell, TX 77836
cask@cstx.gov	sarah.scardella@howdyenterprise.com

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

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

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

a. First Consideration & Approval on the 12th day of June, 2025.

b. Second Consideration & Approval on the 26th day of June, 2025.

HOWDY ENTERPRISES, LTD

By: Sarah Scardella

Printed Name: Sarah Scardella

Title: **Owner/Member**

Date: 5/22/2025

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

_____
City Secretary
Date: _____

APPROVED:

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A. SCHEDULE OF RATES

I. Contractor's base rate - ROLL OFF DELIVERY – $195.00, ROLL OFF HAUL RATE (SWAP OR PICKUP) $625.00, DISPOSAL RATE $75.00/TON, and may increase, depending on a variety of conditions, including but not limited to:
   a. Location of Customer
   b. Impact on Existing Routes
   c. Ingress and Egress Capabilities
   d. Special Requests by Customers
   e. Frequency of Collections
   f. Volume of Materials
   g. Type of Materials
   h. External Contributing Conditions of Market Costs

EXHIBIT B. INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

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

IV. Business Automobile Liability

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

V. Workers' Compensation Insurance

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

EXHIBIT C. CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/12/2025

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
Acrisure Texas Risk Advisors & Insurance Services, LLC
5057 Keller Springs Rd.
Suite 200
Addison TX 75001

License#: BR-1797482
QPENERG-01

CONTACT NAME: Jessica Molina
PHONE (A/C, No, Ext): 800-880-6689 **FAX (A/C, No):** 210-696-8414
E-MAIL ADDRESS: jmolina@acrisure.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Insurance Company	17370
INSURER B : Great Divide Insurance Company	25224
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Howdy Enterprises Ltd
dba Howdy Kan; Howdy Disposal LLC
4256 State Hwy 21 W
Caldwell TX 77836-7797

COVERAGES **CERTIFICATE NUMBER:** 273771363 **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	X **COMMERCIAL GENERAL LIABILITY**			ECP2041339-11	9/8/2024	9/8/2025	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X ContractorsPollu						MED EXP (Any one person)	$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	[ ] OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	**AUTOMOBILE LIABILITY**			BAP2041334-11	9/8/2024	9/8/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] **UMBRELLA LIAB** [X] OCCUR			FFX2041340-11	9/8/2024	9/8/2025	EACH OCCURRENCE	$ 5,000,000
	X **EXCESS LIAB** [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

GENERAL LIABILITY/CONTRACTORS POLLUTION:

Form #CG2010 1001, Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization: endorsement provides Additional Insured status to the certificate holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Form #CG2037 1001, Additional Insured - Owners, Lessees or Contractors - Completed Operations: endorsement provides
See Attached...

CERTIFICATE HOLDER

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

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
Jimmy Irwin

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AGENCY CUSTOMER ID: QPENERG-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Acrisure Texas Risk Advisors & Insurance Services, LLC	Howdy Enterprises Ltd dba Howdy Kan; Howdy Disposal LLC 4256 State Hwy 21 W Caldwell TX 77836-7797
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Additional Insured status for completed operations to the certificate holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Form #ECP 1246 01 21, Additional Insured - Owners, Lessees or Contractors - Automatic Status - Ongoing Operations - Coverage A, B, D.1 and D.4: endorsement provides Additional Insured status on a Primary Non-Contributory basis for ongoing operations to the certificate holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Form #ECP 1248 01 21, Additional Insured - Owners, Lessees or Contractors - Automatic Status - Completed Operations - Coverage A, D.1 & D.4: endorsement provides Additional Insured status on a Primary Non-Contributory basis for completed operations to the certificate holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Form #ECP 1260 01 21, Waiver of Subrogation - Automatic Status - Coverage A, B & D: endorsement provides a Waiver of Subrogation to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Form #ECP 1234 10 21, Notice of Cancellation to Designated Person or Organization - 30 Days

AUTOMOBILE:

Form #BSUM CA 06 02/2013, Business Auto - Additional Insured When Required By Contract Or Agreement: provides Additional Insured status to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Form #CA 04 49 11/2016, Primary and Noncontributory - Other Insurance Condition - Blanket: provides Additional Insured on a Primary and Non-Contributory basis to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Form #CA 04 44 10/2013, Waiver of Transfer of Rights of Recovery Against Others To Us: provides Waiver of Subrogation to the Certificate Holder only when there is a written contract between the Named Insured and the Certificate Holder that requires such status.

Form #CA9948 1013, Pollution Liability - Broadened Coverage For Covered Autos - Business Auto And Motor Carrier Coverage Forms

Form #BSUM CA 02 02 13, Earlier Notice of Cancellation - 30 Days.

Form #MCS90 (4/2000) The Auto Liability Policy includes an endorsement providing 30 Days Notice of Cancellation will be furnished to the FMCSA. Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the FMCSA's registration requirements under 49 U.S.C. 13901, by providing thirty (30) days notice to the FMCSA (said 30 days notice to commence from the date the notice is received by the FMCSA at its office in Washington D.C.).

EXCESS LIABILITY:

Form #FFX 8000 02 22 Follow Form Excess Liability Coverage Form: Coverage follows the terms, definitions, conditions and exclusions of Scheduled Underlying Insurance, (General Liability, Contractors Pollution Liability, Auto Liability and Employers Liability) subject to the Policy Period, Limits of Insurance, premium and all other terms, definitions, conditions and exclusions of this policy.

Form #FFX 00734 0517, Notice of Cancellation By Us To Third Party - Blanket: 30 days before the effective date of cancellation by us.

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The ACORD name and logo are registered marks of ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2025

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 Accretive Global Risk Advisors, LLC dba Libertate Insurance Services 20 N. Orange Avenue, Suite 500 Orlando, FL 32801 www.libertateins.com	**CONTACT NAME:** EASI of Texas, Inc. **PHONE (A/C, No, Ext):** 956-454-8884 **FAX (A/C, No):** 830-522-4588 **E-MAIL ADDRESS:** asmith@borpeo.com		
	INSURER(S) AFFORDING COVERAGE		**NAIC #**
	INSURER A : Clear Spring Casualty Insurance Company		11703
INSURED Howdy Enterprises, Ltd 3615 Broadway Street, Suite 2 San Antonio TX 78209	**INSURER B :**		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 85333048 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N	N / A	✓	CSWC02456602	3/18/2025	3/18/2026	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1000000
							E.L. DISEASE - EA EMPLOYEE	$ 1000000
							E.L. DISEASE - POLICY LIMIT	$ 1000000

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

THIS CERTIFICATE CONFERS NO ADDITIONAL INSURED RIGHTS UPON THE CERTIFICATE HOLDER.

Waiver Of Subrogation In Favor Of Certificate Holder As Per Written Contract

CERTIFICATE HOLDER

Howdy Enterprises, Ltd

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Paul R. Hughes

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Insured has agreed by written contract to furnish this waiver.
2. Operations:
3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: $

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Effective Date: 03/18/2025 Policy No: CSWC02456602 Endorsement No.:

Insured: Howdy Enterprises, Ltd Premium:

Insurance Company: Clear Spring Casualty Insurance Company Countersigned by:

WC 42 03 04 B
(Ed. 6-14)

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Blanket Waiver of Subrogation as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement
Insured Howdy Enterprises, Ltd

Effective Policy No.
CSWC02456602

Endorsement No. 85333048
Premium

Insurance Company Clear Spring Casualty Insurance Company

Countersigned by_____

3/18/2025
3/18/2026

WC 00 03 13
(Ed. 4-84)

5/15/2025

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June 12, 2025
Item No. 6.7.
Mission Ranch on-street parking removal

Sponsor: Carl Ahrens, Staff Planner

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an Ordinance amending Chapter 38, “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time,” of the Code of Ordinances of the City of College Station, Texas, by removing on-street parking for sections of Archer Falls Court, Briscoe Manor Court, Colorado Canyon Court, Cottonwood Terrace Court, Feather Run, Frontera Ranch Boulevard, Hidalgo Pass Court, Lamar Hollow Court, Llano River Drive, Panola Park Drive, Parmer Creek Court, Register Drive, and Slocum Hill Drive.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Neighborhood Integrity
- Improving Mobility

Recommendation(s):

Summary: In September 2013, Council adopted an amendment to the Subdivision Regulations contained in the Unified Development Ordinance (UDO) by creating a section entitled "Single-Family Residential Parking Requirements for Platting." This section resulted from the efforts of a Joint Neighborhood Parking Task Force, consisting of Council and Planning and Zoning Commision members, which sought solutions to concerns regarding emergency access and on-street parking along residential streets. The section seeks to proactively limit potential issues by providing options for developers of new subdivisions to choose from a menu of residential parking options to include: providing wider streets, narrower streets, standard width streets with parking removal, wide lot frontages, visitor alley-fed off-street parking, or visitor parking areas.

The developer of phases 103, 104, 105, 106, 201, 202, 303, 501, 502, 503, and 504 of the Mission Ranch subdivision chose to construct standard-width residential streets and a standard-width minor collector and remove some on-street parking to comply with the Single-Family Residential Parking Requirements for Platting section. The no-parking signs were installed with the construction of the streets. The final plat for these Mission Ranch phases was approved by the Planning and Zoning Commission and has been filed for record at the Courthouse. This ordinance will formally implement the parking removal as proposed by the developer with the plat of the property.

The proposed ordinance provides no parking anytime around the cul-de-sac and the southeast side of Archer Falls Court, around the cul-de-sac and the west side of Briscoe Manor Court, around the cul-de-sac and the southeast side of Colorado Canyon Court, around the cul-de-sac and the west side of Cottonwood Terrace Court, between Mission Ranch Drive and the city limits on both sides of Feather Run, northwest of Feather Run on the west side of Frontera Ranch Blvd, northwest of Mission Ranch Drive on the northeast side of Hidalgo Pass Court, north of Frontera Ranch Blvd on the northwest side of Lamar Hollow Court, between Cottonwood Terrace Court and Feather Run on the north side of Llano River Drive, between Frontera Ranch Blvd and Feather Run on the southeast

side of Panola Park Drive, around the cul-de-sac and on the north side of Parmer Creek Court, east of Slocum Hill Drive on the west side of Register Court, west of Slocum Hill Drive on the north side of Register Drive, and north of Bandera Bend Drive on the west side of Slocum Hill Drive.

Budget & Financial Summary:

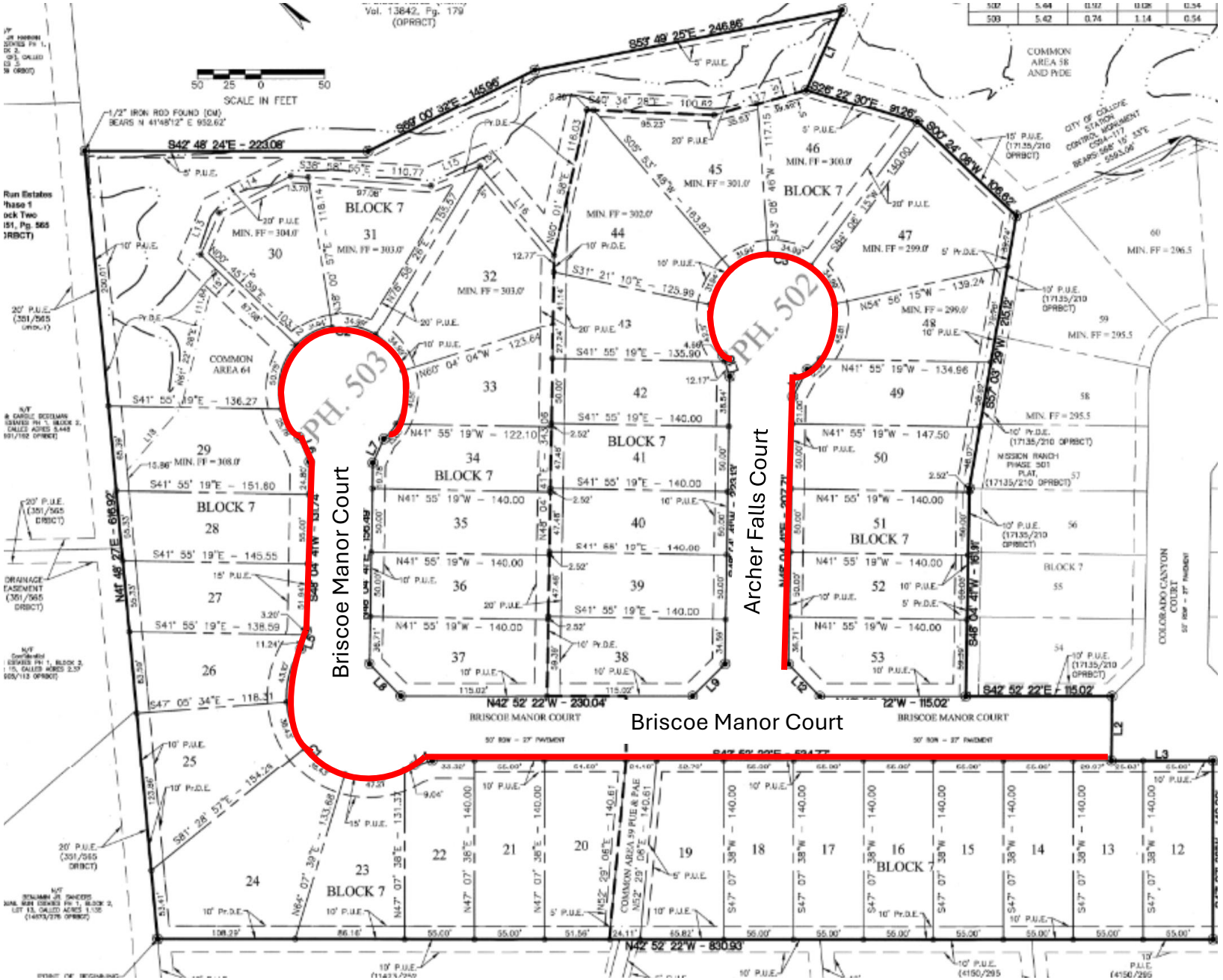
Attachments:

1. Parking Removal Exhibit
2. Ordinance

Mission Ranch On-Street Parking Removal

June 12th, 2025, City Council

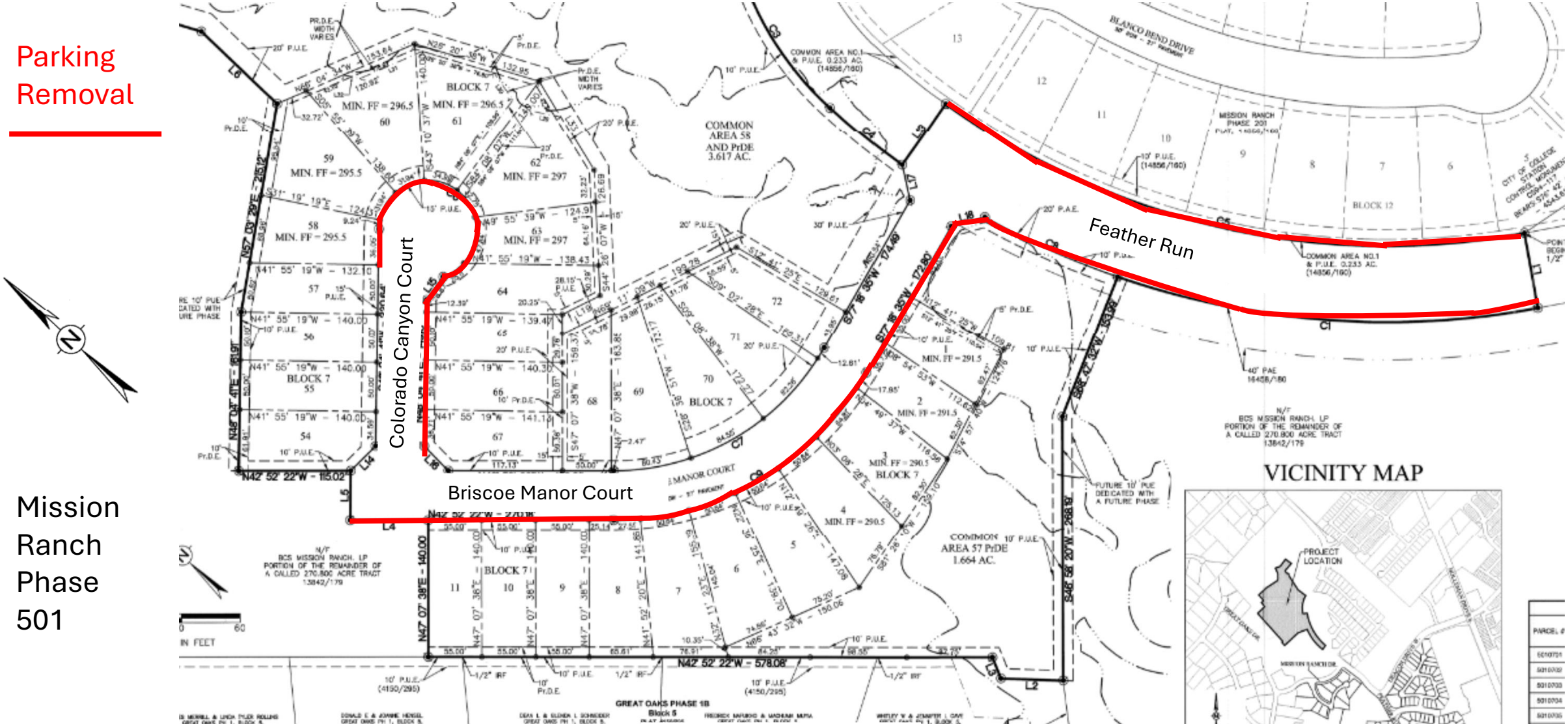
Parking Removal



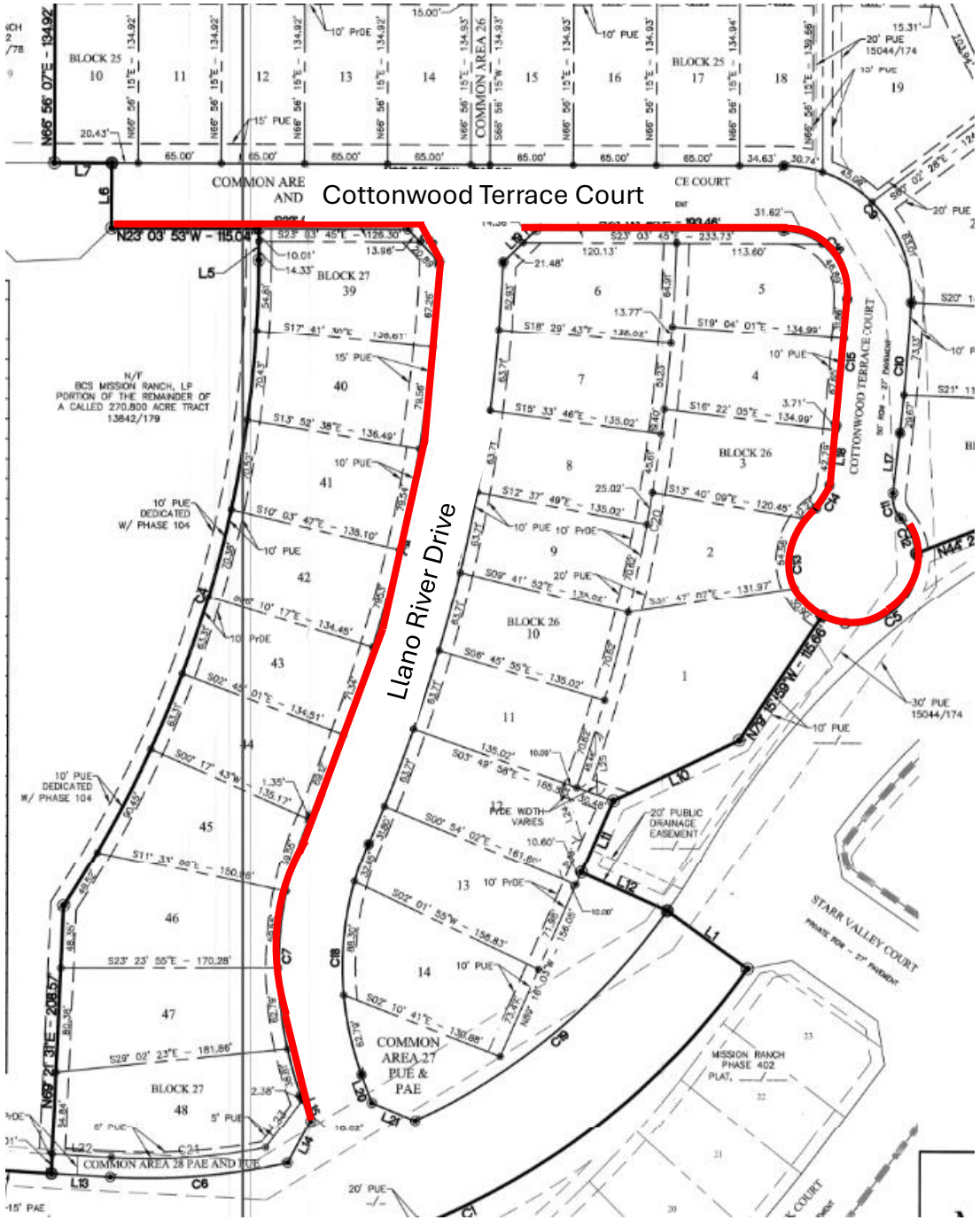
Mission Ranch Phases 502 and 503

Parking Removal

Mission Ranch Phase 501



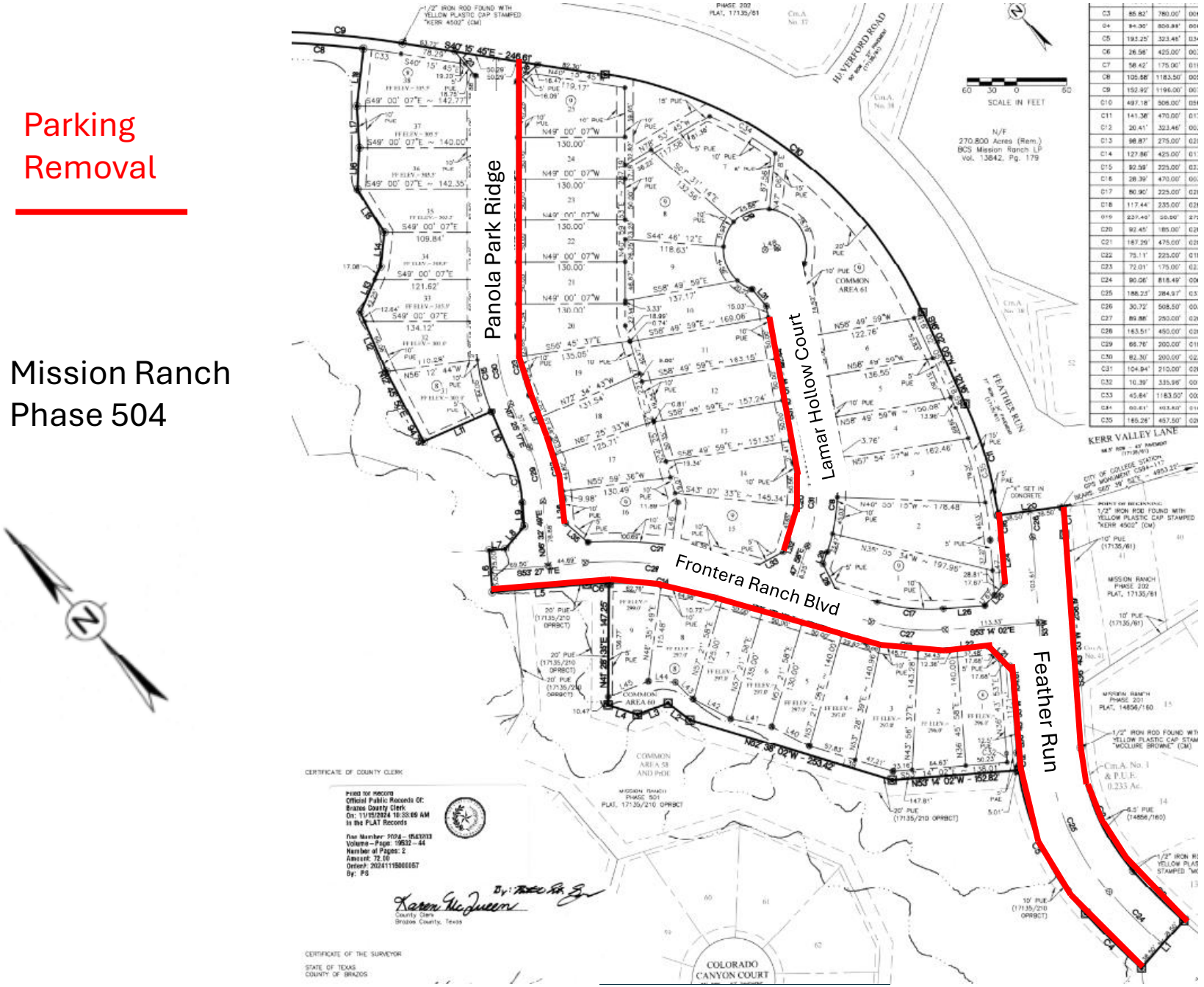
Parking Removal



Mission Ranch Phase 103

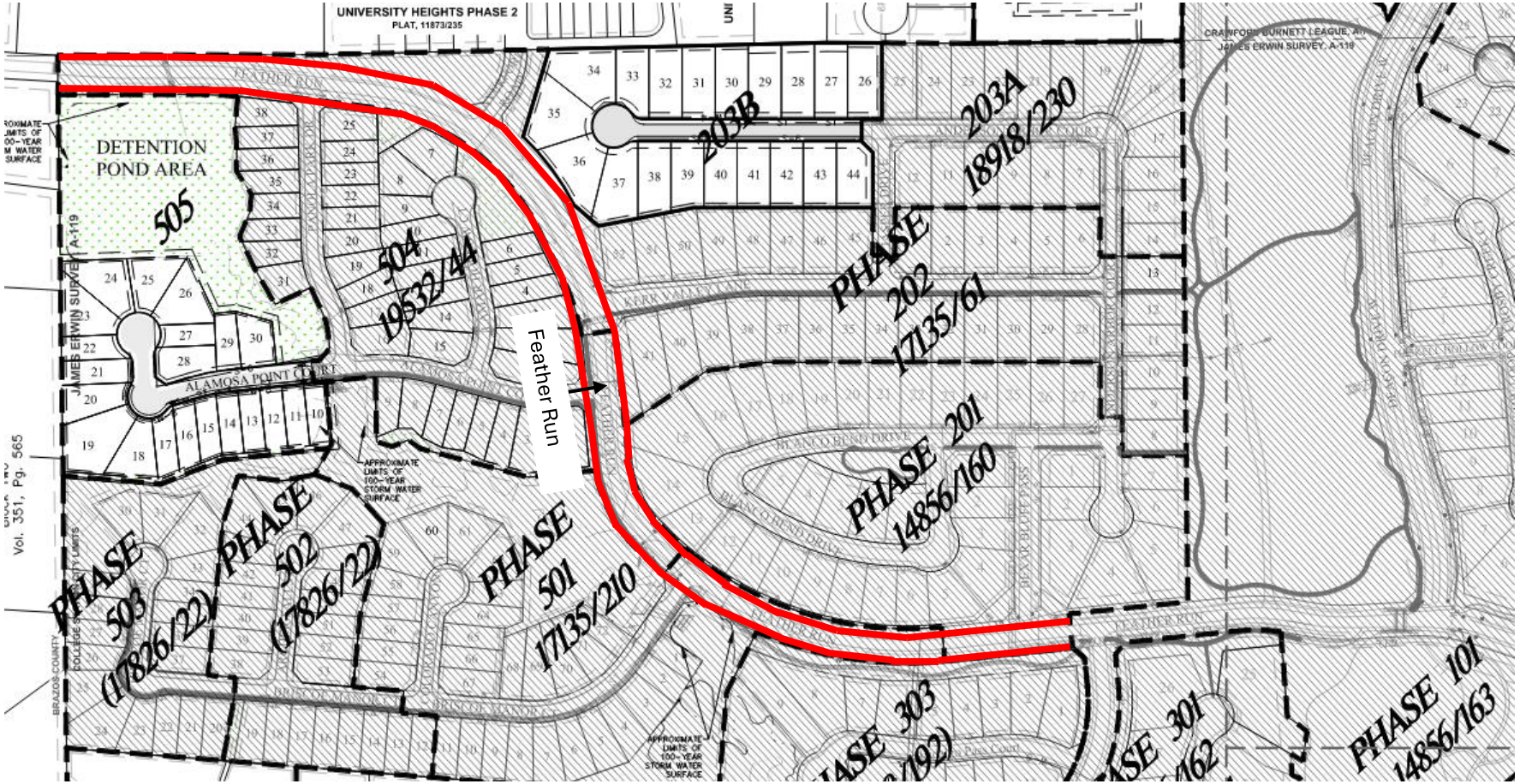
Parking Removal

Mission Ranch
Phase 504



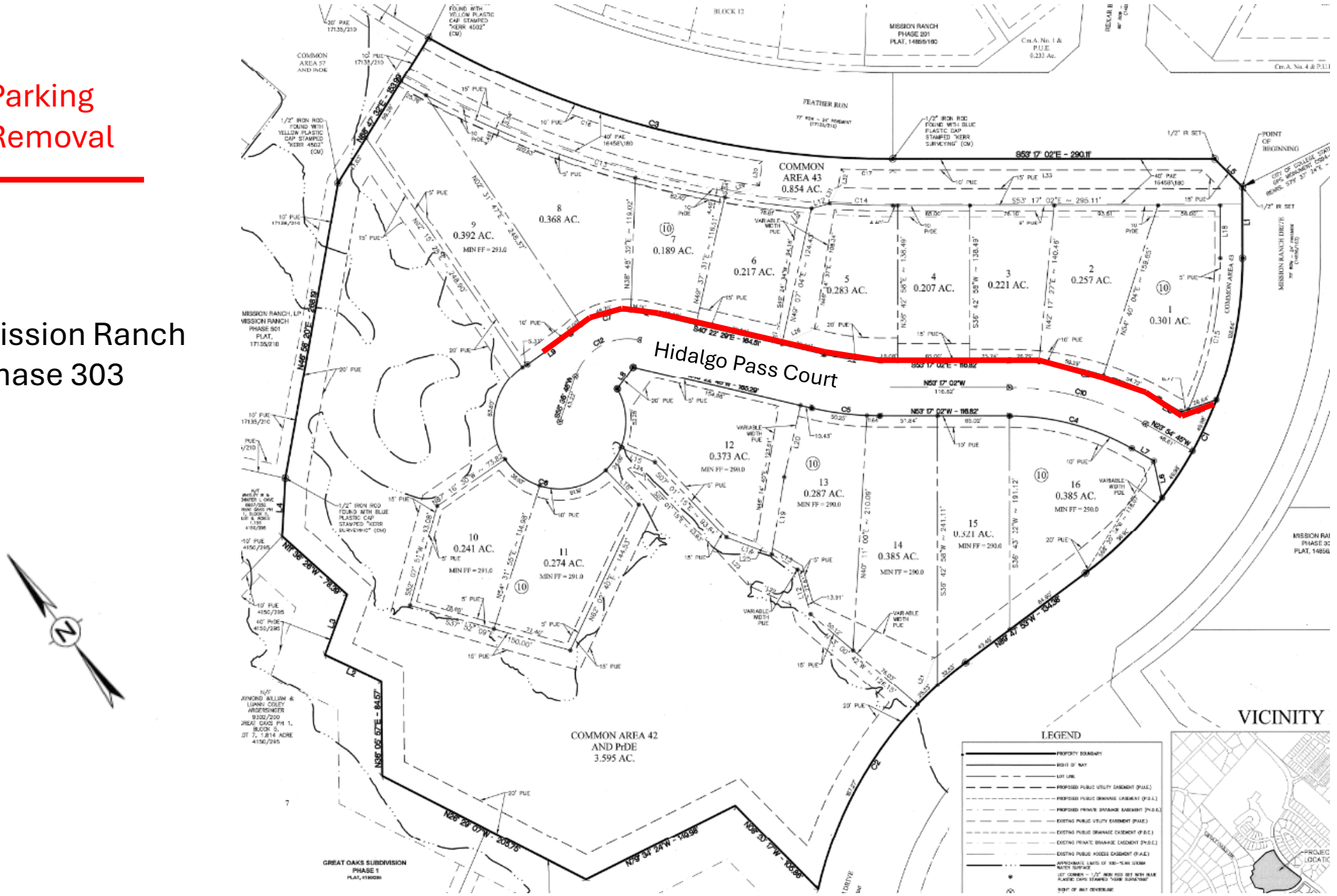
Parking Removal

Feather Run



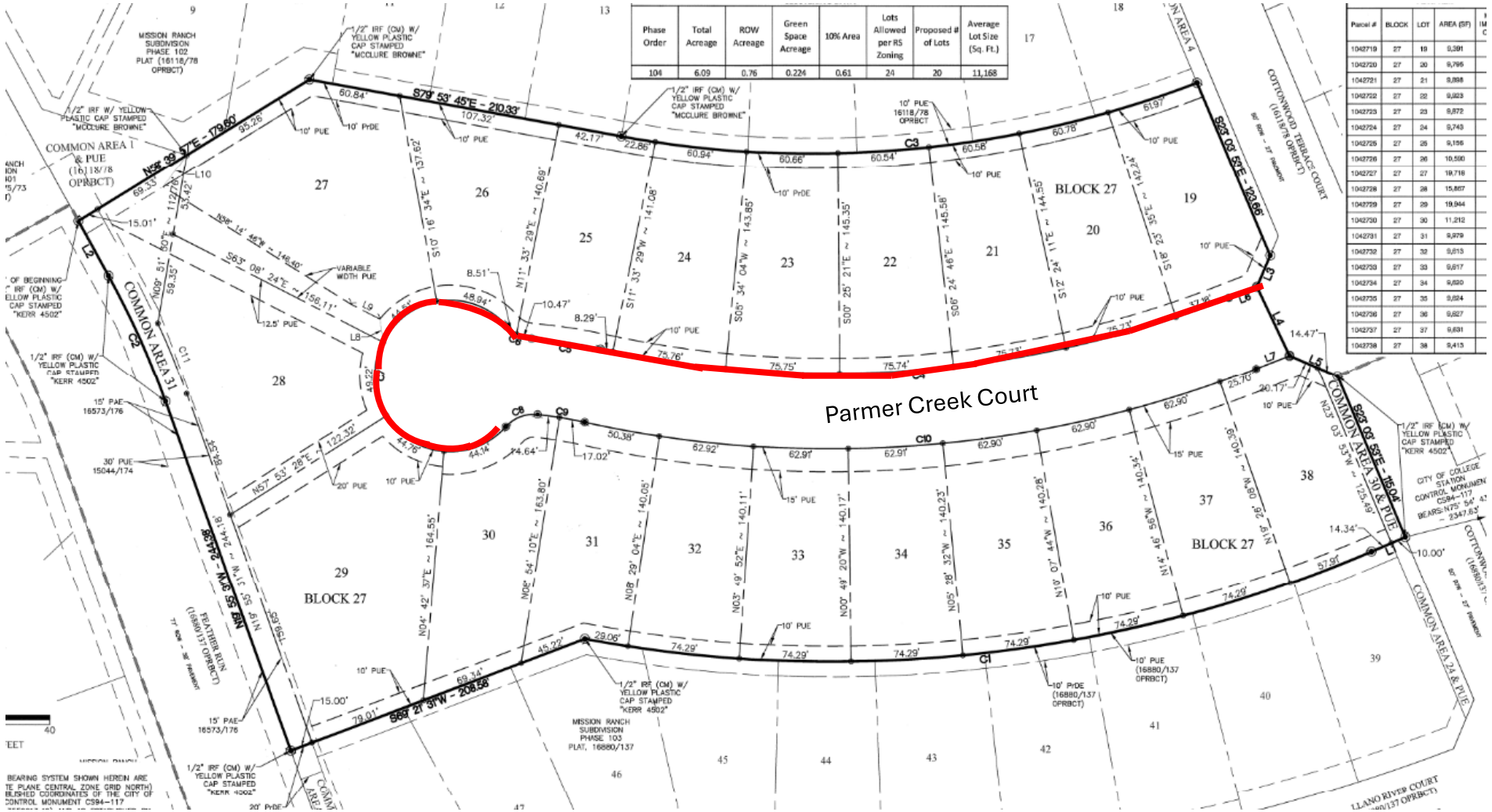
Parking Removal

Mission Ranch Phase 303



Parking Removal

Mission Ranch Phase 104

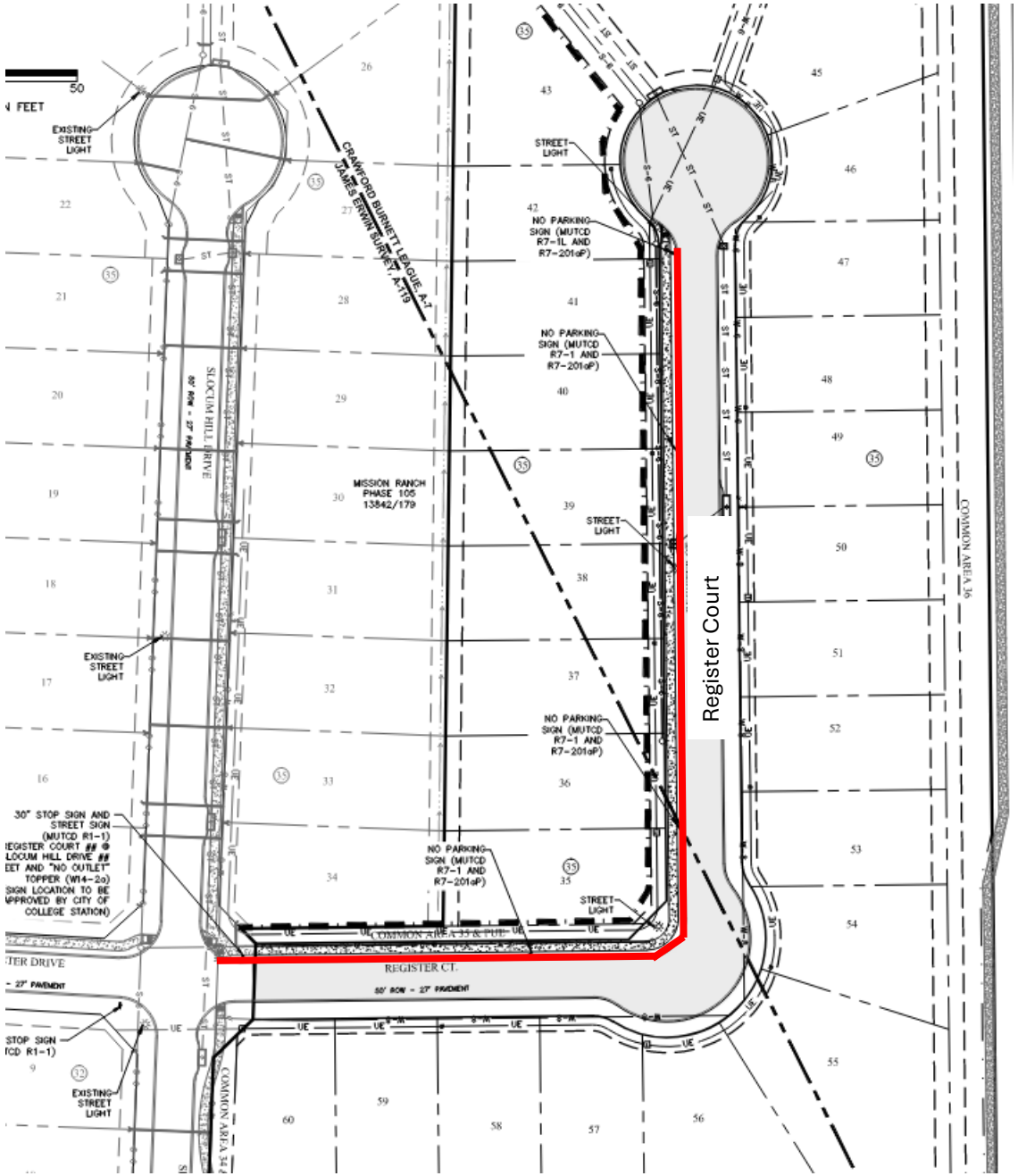


Phase Order	Total Acreage	ROW Acreage	Green Space Acreage	10% Area	Lots Allowed per RS Zoning	Proposed # of Lots	Average Lot Size (Sq. Ft.)
104	6.09	0.76	0.224	0.61	24	20	11,168

Parcel #	BLOCK	LOT	AREA (SF)
1042719	27	19	9,391
1042720	27	20	9,795
1042721	27	21	9,898
1042722	27	22	9,823
1042723	27	23	9,872
1042724	27	24	9,743
1042725	27	25	9,156
1042726	27	26	10,590
1042727	27	27	19,718
1042728	27	28	15,867
1042729	27	29	19,944
1042730	27	30	11,212
1042731	27	31	9,979
1042732	27	32	9,615
1042733	27	33	9,617
1042734	27	34	9,620
1042735	27	35	9,624
1042736	27	36	9,627
1042737	27	37	9,631
1042738	27	38	9,413

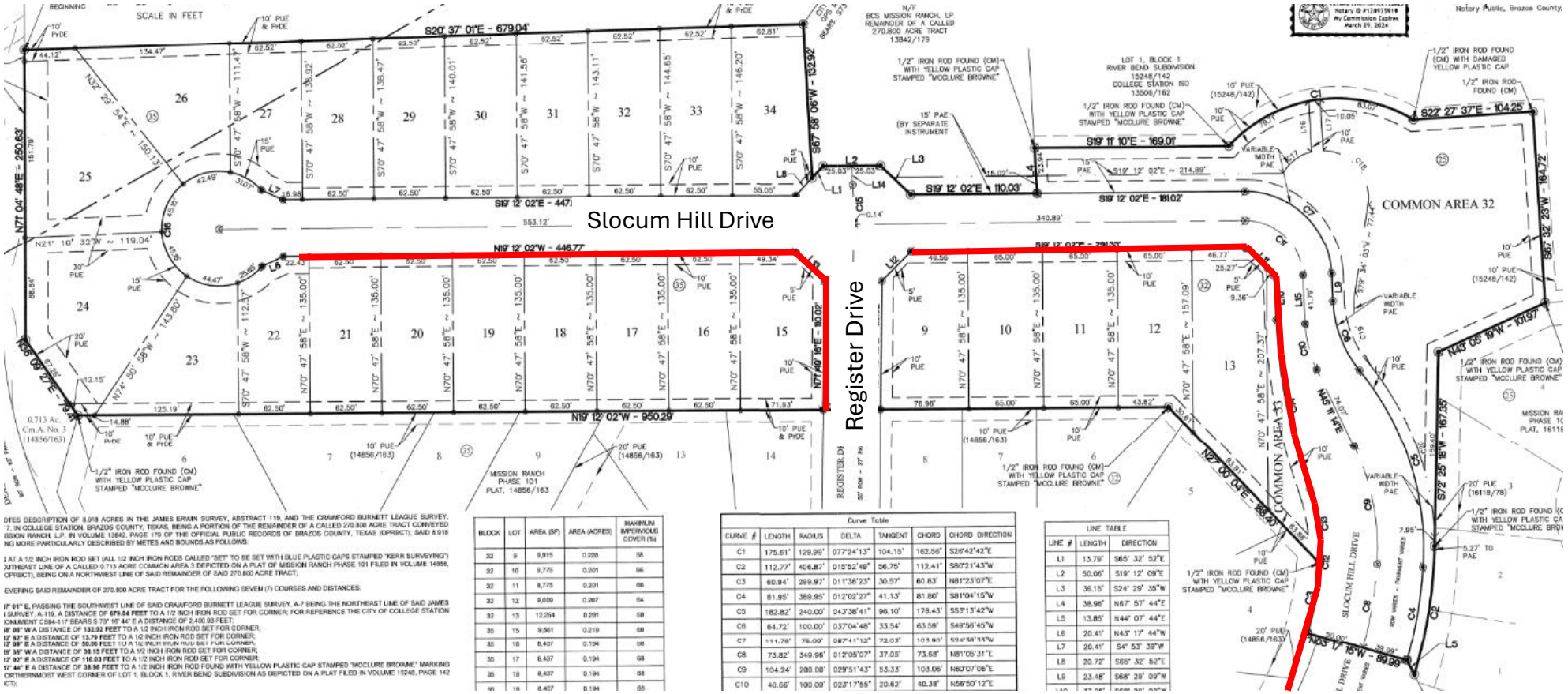
Parking Removal

Mission Ranch
Phase 106



Parking Removal

Mission Ranch Phase 105



Page 204 of 401

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38, "TRAFFIC AND VEHICLES," ARTICLE VI "TRAFFIC SCHEDULES," SECTION 38-1014 "TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING AT ANY TIME," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, PARKING ON ARCHER FALLS COURT, BRISCOE MANOR COURT, COLORADO CANYON COURT, COTTONWOOD TERRACE COURT, FEATHER RUN, FRONTERA RANCH BOULEVARD, HIDALGO PASS COURT, LAMAR HOLLOW COURT, LLANO RIVER DRIVE, PANOLA PARK DRIVE, PARMER CREEK COURT, REGISTER DRIVE, SLOCUM HILL DRIVE AND BY AMENDING CERTAIN SECTIONS AS SET FORTH 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 Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar ($1.00) and not more than two thousand dollars ($2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 12th day of JUNE, 2025.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit "A"

That Chapter 38, "Traffic and Vehicles," Article VI. "Traffic Schedules", Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time," is hereby amended by **adding the following:**

Traveling on	***Between***	***Travel Direction***	
Archer Falls Court	Around the cul-de-sac and Briscoe Manor Court	Southwest	No parking any time
Briscoe Manor Court	Around the cul-de-sac and Feather Run	East	No parking any time
Colorado Canyon Court	Briscoe Manor Court and around the cul-de-sac	East	No parking any time
Cottonwood Terrace Court	Parmer Creek Court to around the cul-de-sac	South	No parking any time
Feather Run	Mission Ranch Drive and City Limits	All directions	No parking any time
Frontera Ranch Boulevard	Panola Park Drive and 581 feet northwest of Feather Run	Southeast	No parking any time
Hidalgo Pass Court	Mission Ranch Drive and 582 feet northwest of Mission Ranch Drive	Northwest	No parking any time
Lamar Hollow Court	327 feet north of Frontera Ranch Boulevard and Frontera Ranch Boulevard	South	No parking any time
Llano River Drive	Cottonwood Terrace Court and Feather Run	West	No parking any time
Panola Park Drive	Frontera Ranch Boulevard and Feather Run	Northeast	No parking any time
Parmer Creek Court	Cottonwood Terrace Court and around the cul-de-sac	West	No parking any time
Register Drive	Slocum Hill Drive and 142 feet west of Slocum Hill Drive	West	No parking any time
Register Drive	Slocum Hill Drive and 803 feet east of Slocum Hill Drive	West	No parking any time
Slocum Hill Drive	1,268 feet north of Bandera Bend Drive and Bandera Bend Drive.	South	No parking any time

June 12, 2025
Item No. 6.8.
Resolution for MPO Grant for Bush/Timber Intersection

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution supporting the submission of a grant application to the Bryan/College Station Metropolitan Planning Organization for intersection improvements at George Bush Drive and Timber Street.

Relationship to Strategic Goals:

- Financial Sustainability
- Improving Mobility

Recommendation(s): Staff recommends approval.

Summary: In April 2025, the Bryan/College Station Metropolitan Planning Organization (BCSMPO) issued a call for projects to local jurisdictions for funding assistance to help enhance bicycle and pedestrian safety, mobility, and connectivity through infrastructure projects and programs. Eligible projects for the Transportation Alternatives Set-Aside Program (TA) include bicycle improvements, shared-use paths, sidewalk improvements, and other infrastructure-related projects to improve safety for non-motorized transportation. It is anticipated that up to $2,280,000 in grant funds will be awarded for this round and the program requires a minimum 20% match of local funds. Each jurisdiction and eligible organizations in Brazos County may submit up to two applications for consideration. Projects will be scored based on competitive evaluation criteria established for the program by the BCSMPO that help meet their adopted performance goals. The deadline for grant applications is June 18, 2025, and it is anticipated BCSMPO will announce the awarded grants in August 2025.

The project provides significant safety improvements for bicyclists and pedestrians at the intersection of George Bush Drive and Timber Street. This intersection aligns with Bizzell Street, which is a key connection to the south side of the Texas A&M University campus. This project further implements the recently installed George Bush Drive separated bike lane project by removing the free right-turn lanes into and out of Bizzell Street and modifies the Timber Street approach to accommodate bicycles and connect planned bike lanes on Timber Street south to Park Place. The Bicycle, Pedestrian, and Greenways Advisory Board ranked the Timber Street planned bike lanes connecting to campus as the top-ranked unfunded bike lane project.

To reconfigure the intersection, the existing traffic signal poles will need to be relocated. The existing traffic signal is roughly 40 years old, is the City’s responsibility to maintain, and is at the top of the list by the Public Works Department for signal replacement. The proposed project will further improve the safety of bicyclists along George Bush Drive by reducing the amount of conflict with motor vehicles and providing a designated crossing and space for bicycle connections to the south. Staff are working with a consultant to refine the cost of the project, which is currently estimated at $1.1 million for design and construction, with the majority relating to the replacement of the traffic signal.

Supporting the application will help further the Council Strategic goals of financial sustainability by seeking grants and outside funding and improving mobility by planning for infrastructure that safely

accommodates multimodal transportation. The existing traffic signal needs replacement and a grant would help supplement funding for it. The Integrated Mobility chapter in the Comprehensive Plan identifies the need to further increase safety and comfort for all users and consider programs and improvements that reduce vehicular demand, particularly in areas adjacent to campus.

A resolution is needed from City Council to support the grant application, authorize City staff to submit the application, and provide a commitment to fund the project if selected, which includes entering into an Advanced Funding Agreement with TxDOT, who administers the TA funds.

Budget & Financial Summary: The total budget for the project is currently estimated at $1,265,000 for design and construction which includes a 15% TxDOT administrative fee that may be required. The program requires a minimum 20% local match which is currently estimated at $253,000. A combination of funding sources is anticipated for the project including traffic signal capital funds, Sidewalk Fund Zone B funds, and city-wide grant matching funds.

Attachments:

1. Resolution
2. Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING AN APPLICATION FOR THE BRYAN/COLLEGE STATION METROPOLITAN PLANNING ORGANIZATION'S TRANSPORTATION ALTERNATIVES SET-ASIDE GRANT PROGRAM FOR GEORGE BUSH DRIVE AND TIMBER STREET INTERSECTION IMPROVEMENTS

WHEREAS, the Bryan/College Station Metropolitan Planning Organization (BCSMPO) issued a call for projects in April 2025 for jurisdictions to apply for funding assistant through the Transportation Alternatives Set-Aside Program ("TA"); and

WHEREAS, the TA funds may be used for construction of pedestrian and/or bicycle infrastructure. TA funds require a local match comprised of cash. The City of College Station would be responsible for all nonreimbursable costs and 100% of overruns, if any, for TA funds; now, therefore,

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

PART 1: That the City Council hereby supports the application and funding this project, "George Bush Drive and Timber Street Intersection Improvements" as described in the 2025 TA Application (including the preliminary engineering budget, if any, construction budget, the Texas Department of Transportation's (TxDOT) direct state cost for oversight, and the required local match) and is willing to commit to the project's development, financing, management, construction, and implementation.

PART 2: That the City Council hereby authorizes and designates the City Manager or his designees as authorized officials to execute documents necessary for the submission of the grant application to the BCSMPO and act on behalf of the City of College Station with respect to any issues that may arise during processing of said application; and

PART 3: That the City Council hereby authorizes by resolution or ordinance, the City of College Station to enter into an agreement with the TxDOT as needed should the project be selected for funding; and

PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _____day of_____, 2025.

ATTEST: **APPROVED:**

_____ _____

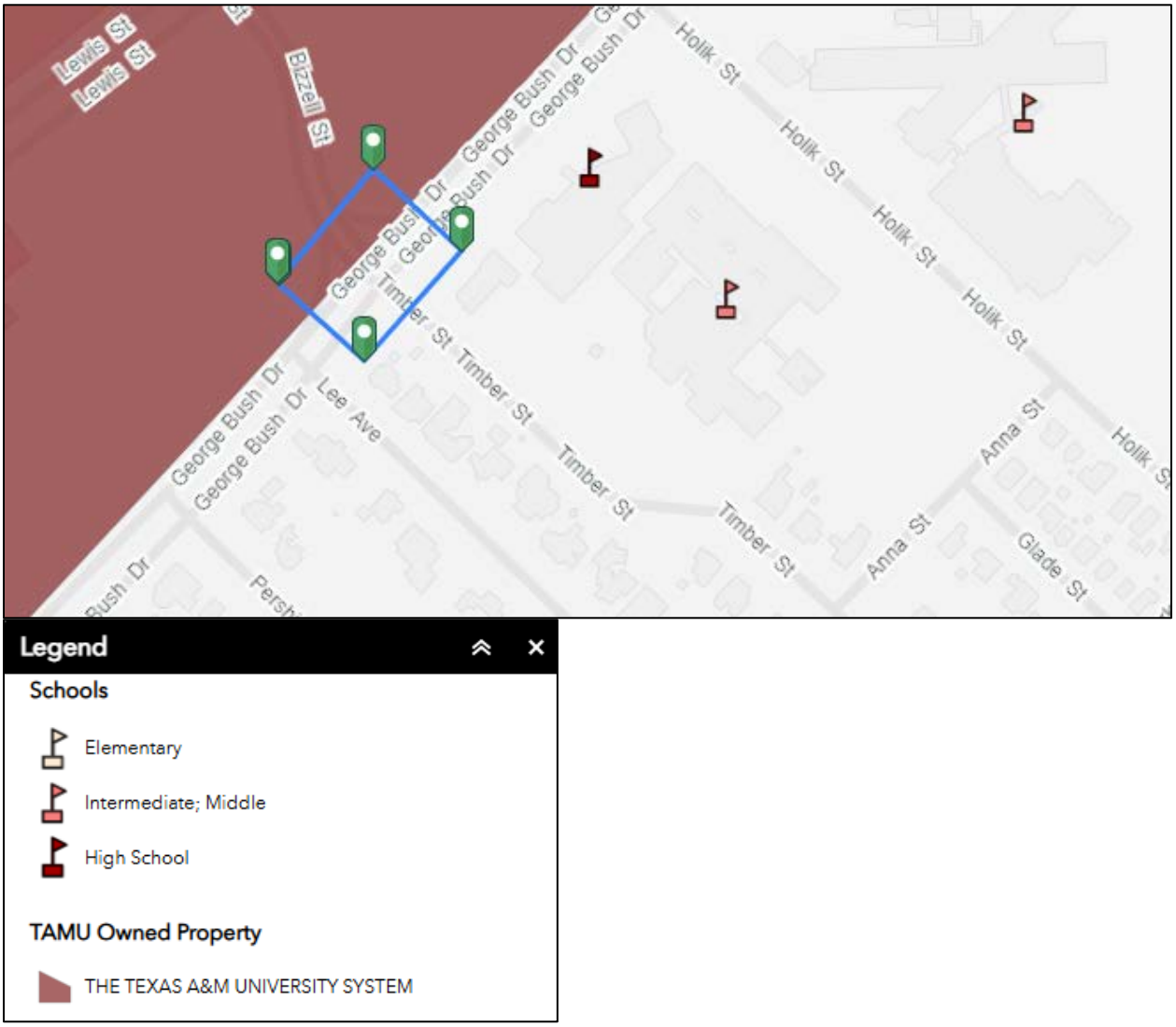
City Secretary **Mayor**

APPROVED:

_____

City Attorney

Project Location Map for George Bush Drive and Timber Street Intersection Improvements



June 12, 2025
Item No. 6.9.
Resolution for MPO Grant Application for University Oaks Boulevard Sidewalk

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution supporting the submission of a grant application to the Bryan/College Station Metropolitan Planning Organization for a sidewalk on University Oaks Boulevard between Stallings Drive and Munson Avenue.

Relationship to Strategic Goals:

- Financial Sustainability
- Improving Mobility

Recommendation(s): Staff recommends approval.

Summary: In April 2025, the Bryan/College Station Metropolitan Planning Organization (BCSMPO) issued a call for projects to local jurisdictions for funding assistance to help enhance bicycle and pedestrian safety, mobility, and connectivity through infrastructure projects and programs. Eligible projects for the Transportation Alternatives Set-Aside Program (TA) include bicycle improvements, shared-use paths, sidewalk improvements, and other infrastructure-related projects to improve safety for non-motorized transportation. It is anticipated that up to $2,280,000 in grant funds will be awarded for this round and the program requires a minimum 20% match of local funds. Each jurisdiction and eligible organizations in Brazos County may submit up to two applications for consideration. Projects will be scored based on competitive evaluation criteria established for the program by the BCSMPO that help meet their adopted performance goals. The deadline for grant applications is June 18, 2025, and it is anticipated BCSMPO will announce the awarded grants in August 2025.

This proposed project consists of an 8-foot back of curb sidewalk along University Oaks Boulevard from Stallings Drive to Munson Avenue, which is roughly 0.25 miles in length. The Bicycle, Pedestrian, and Greenways Advisory Board identified University Oaks Boulevard as a high-priority unfunded sidewalk corridor. The project will provide a pedestrian route to Oaks Park, connect to existing sidewalks at each end, and provide a sidewalk in an area of high pedestrian demand adjacent to the sorority houses. The project will also include curb ramps, crosswalks, and pedestrian railings where needed. The preliminary estimate for the design and construction of the project is $376,740.

Supporting the application will help further the Council Strategic goals of financial sustainability by seeking grants and outside funding and improving mobility by planning for infrastructure that safely accommodates multimodal transportation. The Integrated Mobility chapter in the Comprehensive Plan identifies the need to further increase safety and comfort for all users and consider programs and improvements that reduce vehicular demand.

A resolution is needed from City Council to support the grant application, authorize City staff to submit the application, and provide a commitment to fund the project if selected, which includes entering into an Advanced Funding Agreement with TxDOT, who administers the TA funds.

Budget & Financial Summary: The estimated total budget for the project is $430,000 for design and construction including a 15% TxDOT administrative fee that may be required. The program requires a minimum 20% local match, which is estimated at $86,000. This project is in Sidewalk Fund Zone A and the required matching funds are available in the Zone A account.

Attachments:

1. Resolution
2. Project Location Map

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, AUTHORIZING AN APPLICATION FOR THE BRYAN/COLLEGE STATION METROPOLITAN PLANNING ORGANIZATION'S TRANSPORTATION ALTERNATIVES SET-ASIDE GRANT PROGRAM FOR A SIDEWALK ON UNIVERSITY OAKS BOULEVARD

WHEREAS, the Bryan/College Station Metropolitan Planning Organization (BCSMPO) issued a call for projects in April 2025 for jurisdictions to apply for funding assistant through the Transportation Alternatives Set-Aside Program ("TA"); and

WHEREAS, the TA funds may be used for construction of pedestrian and/or bicycle infrastructure. TA funds require a local match comprised of cash. The City of College Station would be responsible for all nonreimbursable costs and 100% of overruns, if any, for TA funds; now, therefore,

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

PART 1: That the City Council hereby supports the application and funding this project, "University Oaks Boulevard Sidewalk" as described in the 2025 TA Application (including the preliminary engineering budget, if any, construction budget, the Texas Department of Transportation's (TxDOT) direct state cost for oversight, and the required local match) and is willing to commit to the project's development, financing, management, construction, and implementation.

PART 2: That the City Council hereby authorizes and designates the City Manager or his designees as authorized officials to execute documents necessary for the submission of the grant application to the BCSMPO and act on behalf of the City of College Station with respect to any issues that may arise during processing of said application; and

PART 3: That the City Council hereby authorizes by resolution or ordinance, the City of College Station to enter into an agreement with the TxDOT as needed should the project be selected for funding; and

PART 4: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _____day of_____, 2025.

ATTEST: **APPROVED:**

_____ _____

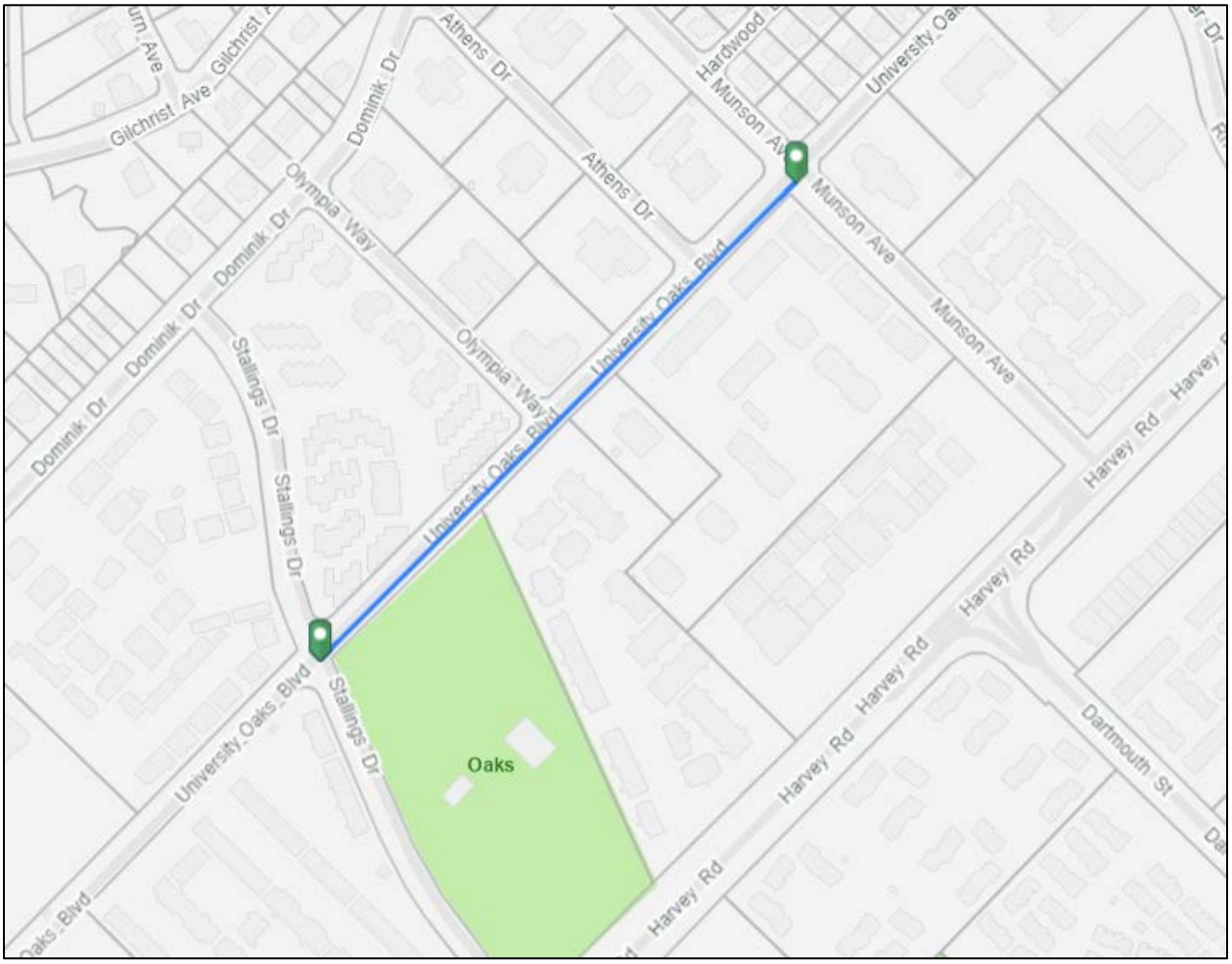
City Secretary **Mayor**

APPROVED:

_____

City Attorney

Project Location Map for Proposed University Oaks Boulevard Sidewalk



June 12, 2025
Item No. 6.10.
Ordinance Revision

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 40 "Utilities", Article IV "Solid Waste Collection and Disposal," Section 40-389 "Residential Collection Generally," of the Code of Ordinances by assessing a fee for failing to remove automated containers after the designated collection time.

Relationship to Strategic Goals:

1. Good Governance
2. Core Services

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

Summary: Staff recommends amending Chapter 40, Article IV, Section 40-389 of the Code of Ordinances to allow the City to assess a fee on the utility bill for customers who fail to remove automated containers from the designated pick-up point after the designated collection times. A fee of $25.50 will be assessed per automated container as established in City Ordinance Section 2-117. Assessing a fee on the utility bill will reduce the need to enforce these frequent violations through citations and summons requests in Municipal Court.

Budget & Financial Summary: The fee is part of the fee ordinance adopted by the council annually.

Attachments:
1. Ch 40-389 Res Collection Ord Amend

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 40, "UTILITIES," ARTICLE IV "SOLID WASTE COLLECTION AND DISPOSAL," SECTION 40-389 "RESIDENTIAL COLLECTION GENERALLY," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS AS SET FORTH BELOW, PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Chapter 40, "Utilities," Article IV "Solid Waste Collection and Disposal," Section 40-389 "Residential Collection Generally" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit "A"

That Chapter 40, "Utilities," Article IV "Solid Waste Collection and Disposal," Section 40-389 "Residential Collection Generally," is hereby amended as follows by amending section (l):

(l) ***Container placement time and penalties*****.** Automated containers shall not be placed curbside before 5:00 a.m., the day on which collection is scheduled. Automated containers shall be removed from the designated pickup point and placed either adjacent to their dwelling or at a location designated by the City within 12 hours of their scheduled collection day. Under no circumstances shall an automated container be placed for normal daily use within an area defined by the edge of the street, pavement, or curb and the building set back line. If the automated container presents a public safety issue, including being left out or placed out in violation of this section, the City may move or remove the container at the sole expense of the customer, owner, or occupant. If the automated container is placed out or left out in violation of this section the customer, owner, or occupant in addition to any other penalties, will be assessed a fee per automated container as established in Section 2-117.

June 12, 2025
Item No. 7.1.
Fee reductions or waivers for affordable housing.

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding fee reductions or waivers for affordable housing.

Relationship to Strategic Goals:

Recommendation(s):

Summary: The Council requested this item for discussion at the May 22nd, 2025 meeting.

Budget & Financial Summary:

Attachments:
None

June 12, 2025
Item No. 7.2.
Drainage Maintenance Update

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a drainage maintenance update.

Relationship to Strategic Goals:
1. Core Services and Infrastructure

Recommendation(s): n/a

Summary: Presentation regarding current drainage maintenance standards and possible projects along Bee Creek.

Budget & Financial Summary: n/a

Attachments:
None

June 12, 2025
Item No. 7.3.
Solid Waste Rate Study Presentation

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the Solid Waste Rate Study.

Relationship to Strategic Goals:
1. Financial Sustainability
2. Core Services and Infrastructure

Recommendation(s): n/a

Summary: Presentation on the recently completed rate study for Solid Waste.

Budget & Financial Summary: n/a

Attachments:
1. College Station Solid Waste Rate & Feasibility Study Draft 5.29.2025

BURNS McDONNELL

CITY OF COLLEGE STATION, TEXAS

SOLID WASTE RATE & FEASIBILITY STUDY

DRAFT
MAY 29, 2025

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List of Abbreviations

Abbreviation	Term/Phrase/Name
City	The City of College Station
Burns & McDonnell	Burns & McDonnell Engineering Company, Inc.
Study	Solid Waste Rate and Feasibility Study
PWD	Public Works Department
FY	Fiscal Year
CY	Cubic Yard
BVSWMA	Bravos Valley Solid Waste Management Agency
PAYT	Pay As You Throw
Partnership	The Recycling Partnership
EPA	Environmental Protection Agency
CLF	Closed Loop Fund
SWIFR	Solid Waste Infrastructure for Recycling
TX	Texas
KS	Kansas

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1.0 Introduction

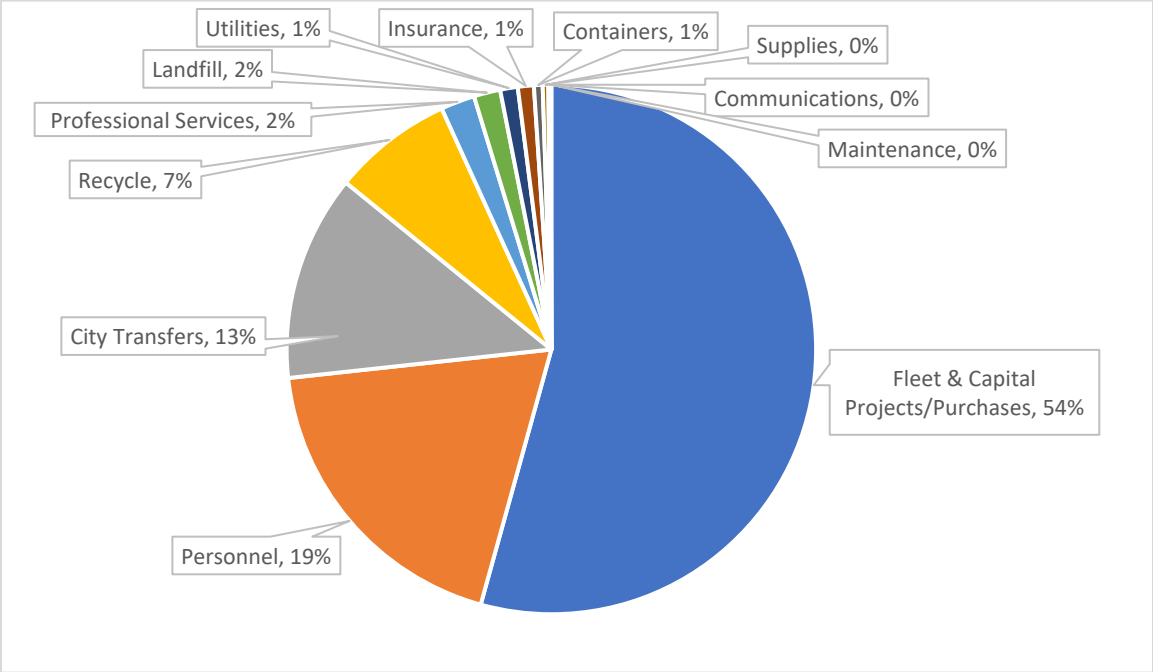
The City of College Station (City) is evaluating the adequacy of their current solid waste rates, as well as potential changes to their solid waste rates and programs, and engaged Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) to conduct a Solid Waste Rate and Feasibility Study (Study). This section describes the purpose and project approach and provides a guide to the Study.

1.1 Purpose and Solid Waste Industry Financial Trends

With the exception to annual inflation adjustments, the City has not initiated a solid waste rate increase since 2018. As home to one of the largest universities in the United States, the City is faced with an ever-growing student population and an increasing demand for services. The purpose of this study is to provide the City with an understanding of the adequacy of their current rates and insight on how to adjust rates in the future to maintain the financial integrity of the solid waste system.

The need for the City to review its costs of service and consider rate increases is reflected in recent and significant cost increases that have affected the overall economy. While the overall economy has been subject to significant financial impacts from inflation, multiple factors have directly impacted the solid waste industry. The solid waste industry is financially sensitive to the impacts from the costs of vehicles and salaries, as these costs typically represent a significant percentage of a solid waste operation. This is especially the case for the City, as it operates a collection-focused operation that provides a high level of service to residential and commercial customers. As shown in Figure 1-1, 54 percent of the City's expenditures are associated with fleet and capital projects and purchases. Personnel costs, including salaries, make up 19 percent of total expenditures.

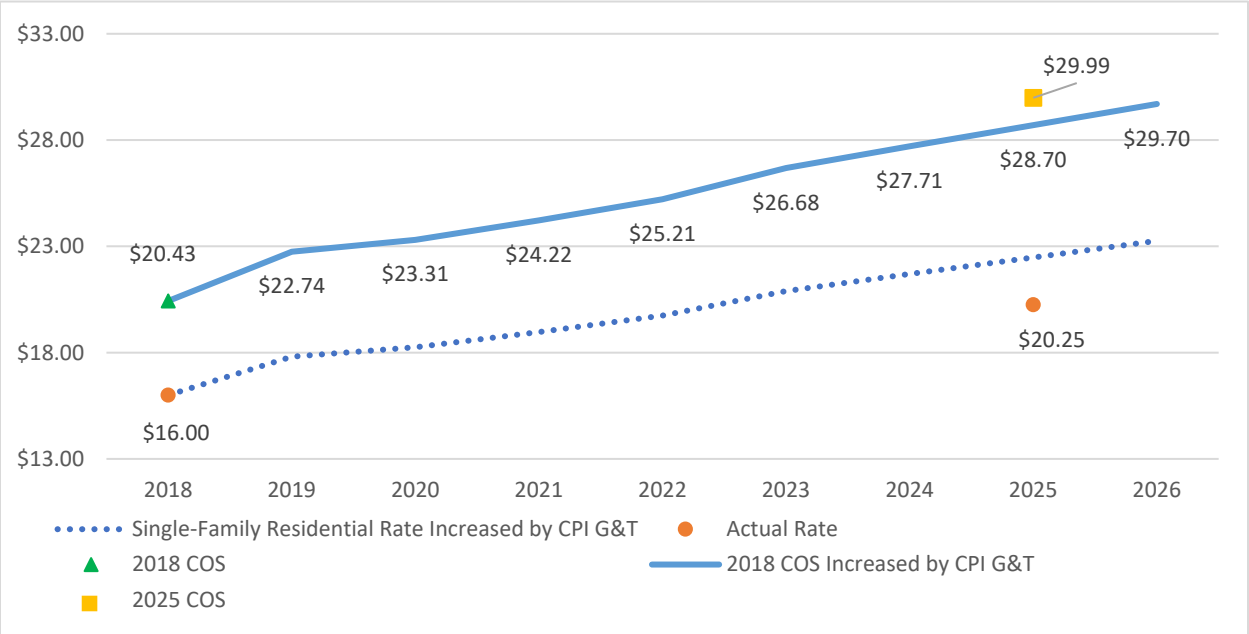
Figure 1-1: Breakdown of Solid Waste Expenditures in City



Demand for commercial truck drivers has increased significantly over the past several years, driving higher salaries. Further, supply chain issues, higher costs of materials, technology enhancements and fuel efficiency standards have increased the costs of collection vehicles. Figure 1-2 communicates how, despite the Public Works Department (PWD) utilizing the CPI-U for solid waste rate increases since October 1, 2019, the gap between the residential solid waste rate and the residential cost of service continues to increase. Since 2017, the cost of service

has risen at a higher rate than the CPI-U, while the residential solid waste rate has increased at a lower rate than the CPI-U.

Figure 1-2: Cost of Service Versus Residential Rate Increased by Consumer Price Index (CPI) Comparison



1.2 Study Approach

Throughout the Study, Burns & McDonnell worked with the PWD to evaluate current systems and identify potential rate increase and program expansion methods. The Study process included City staff collaboration, a detailed evaluation of strategies, and the development of a cost of service model.

As part of the planning process, various estimates and assumptions have been made. Estimates and projections prepared by Burns & McDonnell relating to manufacturing costs and schedules, operation and maintenance costs, inflation, equipment characteristics and performance, and operating results are based on Burns & McDonnell's experience, qualifications, and judgment as a design and consulting professional. Since Burns & McDonnell has no control over cost and availability of labor, material and equipment, labor productivity, unavoidable delays, economic conditions, and other factors affecting such cost opinions or projections, Burns & McDonnell does not guarantee that actual rates, costs, performance, schedules, and related items will not vary from cost estimates and projections prepared by Consultant.

1.3 Study Overview

The Study is organized into six sections, including this section, plus an Executive Summary and Appendices. The sections of the Study are listed in Table 1-1.

Table 1-1: Study Overview

Section	Title	Description
ES	Executive Summary	Highlights key information by section.
1.0	Introduction	Describes the purpose, project approach, and guide to the study sections.
2.0	Cost of Service and Financial Analysis	Financial evaluation of the current cost of service and forecast of costs, as well as evaluation of revenue generated from current rates.
3.0	Potential Revenue Sources or Enhancements	Evaluates potential revenue sources or enhancements.
4.0	Financial Benchmarking and Privatization Evaluation	Compares the single-family, multi-family, and commercial rates from other communities to the City's rates and evaluates communities that contract out for collection services.
5.0	Potential Collection Program Expansion	Evaluates the costs, revenue, and return on investment of potential collection program expansions.
6.0	Proposed Rates	Presents the methodology, assumptions, and data behind the solid waste rate recommendations.

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2.0 Cost of Service and Financial Analysis

This section describes the tasks involved in conducting the solid waste cost of service analysis. Before describing each of the tasks in detail, Burns & McDonnell provides a brief overview of the overall rate analysis methodology and describes the cost of service for solid waste services.

2.1 Methodology Overview

This overview provides the background necessary to understand how data compiled in each task provides the information required to determine the cost of service and rates that will adequately recover the cost of service. Figure 2-1 provides a visualization of the cost of service study process.

Figure 2-1: Cost of Service Study Methodology

- **Development of the Test Year Revenue Requirement** – The first task in conducting the cost of service analysis is the development of an annual revenue requirement for a Test Year. The revenue requirement represents the total revenue that solid waste operations will need to recover during a year to fund all expenses associated with the provision of solid waste services. Burns & McDonnell worked with City staff to select a period that reflected the typical annual operation of the solid waste system. City staff and Burns & McDonnell selected the fiscal year (FY) 2024 Budget as the basis for the Test Year. Burns & McDonnell then reviewed the financial data and worked with City staff to make adjustments to costs to make them representative of a typical year. The resulting Test Year was used as the basis for forecasting expenses for the subsequent five years, 2025 through 2029.
- **Development of the Revenue Requirement Forecast** – After developing the revenue requirement for the Test Year, Burns & McDonnell worked with City staff to project changes in costs due to inflation, salary increases, new equipment, and capital fund plans. These projected changes, applied to each of the Test Year costs, resulted in the 5-year revenue requirement forecast.
- **Allocation of Costs to Cost Centers** – Burns & McDonnell collaborated with staff to assign and allocate costs to various cost centers. The cost centers represent the primary solid waste services provided by the City and are listed in Section 2.2.4.
- **Allocation to Customer Classes** – Burns & McDonnell grouped the cost centers based on the customer classes that represent ratepayers in the City's system. The revenue from ratepayers must recover all the

expenses incurred by the City to provide solid waste services. The customer classes include single-family, multi-family, commercial front load, commercial cart, and roll-off.

- **Determination of Billing Units** – Burns & McDonnell identified the appropriate billing units for each customer class. For example, the single-family rate is charged per household per month, which is one single-family household. Therefore, the single-family customer was utilized as the billing unit for this customer class. Billing units include only active accounts that generate revenue and not vacant residences that do not receive services or exempt accounts (e.g., City facilities).
- **Calculation of the Cost of Service** – Burns & McDonnell distributed the costs for both customer classes across the appropriate billing units to determine the respective cost of service.
- **Revenue Reconciliation and Rate Development** – Section 2.4 addresses revenue reconciliation under current rates and corresponding rate design. The revenue reconciliation compares the revenue using the current rate structure to the revenue requirement to determine which services the City is over or under-recovering the cost of service. Based on this, Burns & McDonnell developed proposed rates to fully recover the cost of service, including the funding of a recommended operating reserve at appropriate levels, over the 5-year revenue requirement forecast period.

2.2 Test Year Revenue Requirement

2.2.1 Selection of Test Year

In developing the Test Year revenue requirement for the City, Burns & McDonnell used the FY 2024 Budget as the basis for the Test Year. Burns & McDonnell and City staff reviewed each line of the budget to determine whether any additional adjustments were required to represent a typical year. Schedule 1 in Appendix A provides the detailed Test Year.

2.2.2 Relationship Between the Budget and the Revenue Requirement

Burns & McDonnell would like to emphasize that there is a fundamental difference between a budget and a revenue requirement. The budget represents the costs associated with operations that directly support solid waste programs. The City, like most other municipal operations, has several operational budgets within the PWD. However, there are typically more service offerings than budgets and people and other resources may often be shared between operations. The revenue requirement shows the cost for each service offering, independent of the budgets.

In addition, the revenue requirement focuses on the revenue that must be generated through solid waste rates. The revenue requirement is net of non-rate revenues that are included in the budget. These revenue offsets reduce the overall amount that the City must recover from solid waste service rates. Categories of the revenue offsets include the following:

- Collection Service Fees
- Investment Income
- Brazos Valley Solid Waste Management Agency (BVSWMA) Income
- State Sales Surcharge
- Other Taxable Fees
- Other Nontaxable Fees
- Forfeitures-Discounts-Penalty

2.2.3 Development of the Revenue Requirement Forecast

In addition to developing the Test Year revenue requirement, Burns & McDonnell forecasted the annual revenue requirement for FY 2025 through FY 2029. To develop this forecast, Burns & McDonnell projected how costs would change annually due to factors such as inflation, presented in Table 2-1.

Table 2-1: Inflation Factors

	Inflation Rate				
Category	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
General	3.0%	3.0%	3.0%	3.0%	3.0%
Salary[1]	5.0%	9.5%	5.0%	7.0%	7.0%
Benefits[1]	5.0%	9.5%	5.0%	7.0%	7.0%
Headcount[2]	0.0%	4.3%	0.0%	2.0%	2.0%
Equipment Maintenance[3]	3.0%	4.3%	3.8%	4.7%	4.3%
Utilities	3.5%	3.0%	3.0%	3.0%	3.0%

1. Adjusted to account for both inflation and proposed increases in positions.
2. Accounts for proposed increases in positions.
3. Adjusted to account for both inflation and proposed increases in equipment.

The annual Revenue Requirement Forecast is presented in Table 2-2 and categorized by the operating components of the Solid Waste budget. Non-department expenditures included in the revenue requirement include capital costs, interdepartmental utility billing, and transfers to the General Fund.

Table 2-2: 5-Year Revenue Requirement Forecast (FY 2025-2029)

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
General Obligation Bond	$338,973	$349,142	$359,616	$370,405	$381,517
Residential	$7,067,316	$7,354,889	$7,559,229	$7,822,206	$8,098,863
Commercial	$4,895,819	$5,073,664	$5,207,578	$5,377,959	$5,554,188
Non Dept-Exp	$8,653,349	$8,698,063	$8,744,118	$8,791,555	$8,840,415
Total Expenditures[1]	**$20,955,458**	**$21,475,758**	**$21,870,541**	**$22,362,126**	**$22,874,983**
Revenue Offsets[2]	($6,262,770)	($6,274,697)	($6,286,983)	($6,299,636)	($6,312,670)
Solid Waste Revenue Requirement	**$14,692,688**	**$15,201,060**	**$15,583,559**	**$16,062,489**	**$16,562,313**

1. Value may not calculate exactly due to rounding.
2. Non-rate revenue used to offset the revenue requirement

2.2.4 Allocation of Costs to Cost Centers

Burns & McDonnell allocated the costs from Table 2-2 to the cost centers identified with City staff during the cost of service kick-off meeting. This allocation is based on a combined impact of breaking out staff and budgeted costs associated with the involved programs. Figure 2-2 provides insight into the process of allocating costs to the various cost centers.

Figure 2-2: Revenue Requirement and Cost Center Development

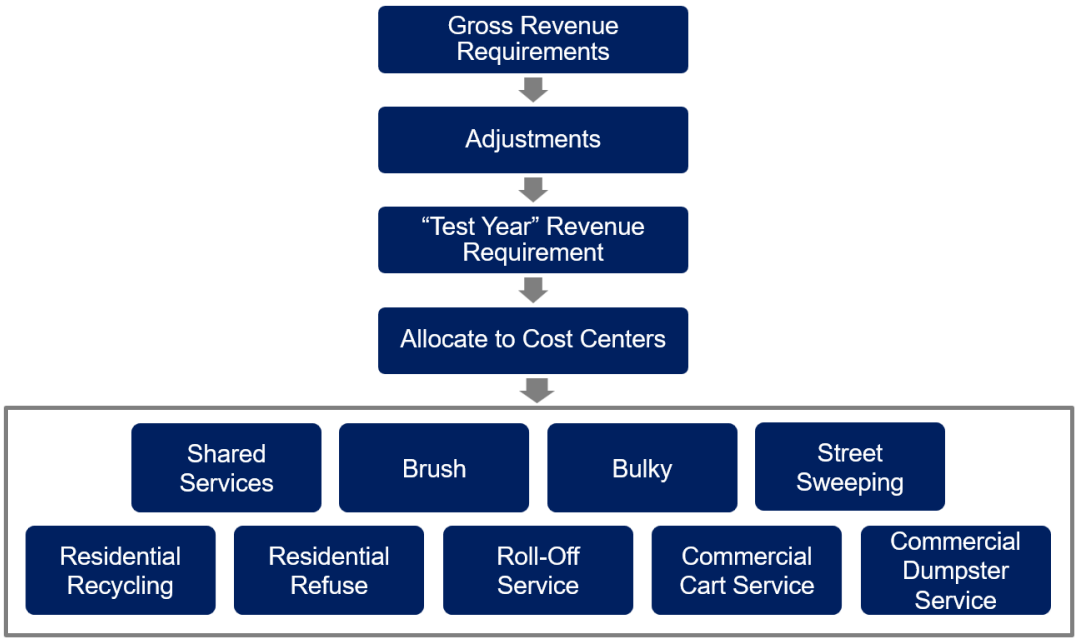

Table 2-3 shows the five-year forecast organized by cost center, with the cost centers identified in the first column. Schedule 4 in Appendix A provides further detail on the five-year revenue requirement by cost center.

Table 2-3: Revenue Requirement by Cost Center

Cost Center	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Shared Services[1,2]	$3,273,968	$3,426,822	$3,497,506	$3,568,688	$3,586,369
GOB Debt Payments	$338,973	$349,142	$359,616	$370,405	$381,517
Residential	$363,219	$435,701	$453,416	$470,685	$452,001
Commercial	$180,197	$217,613	$226,338	$234,679	$224,105
Non-Dept Expenditures	$3,084,459	$3,129,173	$3,175,228	$3,222,665	$3,271,525
Revenue Offsets	($692,880)	($704,807)	($717,093)	($729,746)	($742,780)
Brush	$1,549,575	$1,559,437	$1,586,705	$1,604,420	$1,689,255
Bulky	$1,549,575	$1,559,437	$1,586,705	$1,604,420	$1,689,255
Commercial Dumpster Service	$2,236,771	$2,458,105	$2,487,534	$2,500,332	$2,719,162
Commercial Cart Service	$1,050,191	$1,081,994	$1,098,648	$1,108,528	$1,123,655
Residential Recycling	$1,599,956	$1,640,546	$1,682,701	$1,725,760	$1,775,745
Residential Refuse	$2,297,837	$2,300,639	$2,329,342	$2,619,557	$2,607,007
Roll-Off Service	$627,358	$659,544	$787,843	$794,550	$800,481
Street Sweeping	$507,456	$514,537	$526,574	$536,234	$571,385
Solid Waste Revenue Requirement[2]	**$14,692,688**	**$15,201,060**	**$15,583,559**	**$16,062,489**	**$16,562,313**

1. The majority of shared costs are non-departmental expenditures
2. Value may not calculate exactly due to rounding.

2.2.5 Allocation to Customer Classes

After calculating the costs for each cost center over the five-year forecast, the costs were then allocated to customer classes. This assists in identifying the appropriate customers to be charged for each service provided. The following lists the customer classes for solid waste services:

- Single-Family
- Multi-Family
- Commercial Front Load
- Commercial Cart
- Roll-Off

Table 2-4 summarizes how the expenses associated with each cost center were allocated to the customer classes.

Table 2-4: Recovery Basis for Cost Centers by Customer Class

Cost Center	Single-Family	Multi-Family	Commercial Front Load	Commercial Cart	Roll-Off
Shared Services	64%	14%	10%	3%	9%
Brush	96%	4%	0%	0%	0%
Bulky	96%	4%	0%	0%	0%
Commercial Dumpster Service	0%	36%	64%	0%	0%
Commercial Cart Service	0%	66%	0%	34%	0%
Residential Recycling	100%	0%	0%	0%	0%
Residential Refuse	100%	0%	0%	0%	0%
Roll-Off Service	0%	0%	0%	0%	100%
Street Sweeping	100%	0%	0%	0%	0%

2.2.6 Determination of Billing Units

In order to calculate the appropriate user fees, it is necessary to determine an accurate number of annual billing units for the various customer classes. This section identifies the projected billing units which are used to determine the cost of service for each customer class. Burns & McDonnell received billing data for each customer class and held discussions with City staff to determine the appropriate growth rate for the cost of service study. Based on discussions with City staff, the annual growth rate for residential and commercial customers is assumed to be two percent.

2.2.6.1 Single-Family

The current single-family rate is a monthly payment of $20.25. This fee includes weekly refuse collection, biweekly recycling collection, weekly brush and bulky collection, and street sweeping service. These customers receive weekly refuse collection service through roll-out 64-gallon carts. Residents can pay an additional fee for an additional refuse cart. Correspondingly, the appropriate billing unit for this customer class is the number of active single-family accounts served by the City, as well as the number of additional carts in use. Table 2-5 provides the billing unit forecast for the single-family customer class assuming a two percent annual growth rate for single-family customers.

Table 2-5: Single-Family Billing Unit Forecast

Customer Type	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Curbside	26,306	26,832	27,369	27,916	28,474
Additional Cart	3,687	3,761	3,836	3,913	3,991
Total[1]	29,993	30,593	31,205	31,829	32,465

1. Value may not calculate exactly due to rounding.

2.2.6.2 Multi-Family

Multi-family customers are provided refuse collection via either 300-gallon containers, 4 cubic yard (CY) dumpsters, or 8 CY dumpsters. The collection frequency varies from once to five times a week. The current multi-family rate is a monthly payment of $9.25 per unit. Correspondingly, the appropriate billing unit for this customer class is the number of active multi-family accounts served by the City. Table 2-6 provides the billing unit forecast for the multi-family customer class assuming a two percent annual growth rate for multi-family customers.

Table 2-6: Multi-Family Billing Unit Forecast

Customer Type	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Multi-Family	11,226	11,451	11,680	11,913	12,152

In addition to forecasting the number of active multi-family accounts serviced by the City, the number of weekly collections by container size has been forecasted through FY 2029. Table 2-7 presents the billing unit forecast for the multi-family customer class assuming a two percent annual growth rate for multi-family customers.

Table 2-7: Multi-Family Container Collection Frequency Forecast[1]

Year	Multi-Family Container Size	Collections per Week				
		1x	2x	3x	4x	5x
FY 2025	300-Gallon	0	469	46	13	2
	4 CY Dumpster	10	10	0	0	0
	8 CY Dumpster	192	528	0	0	0
FY 2026	300-Gallon	0	479	47	14	2
	4 CY Dumpster	10	10	0	0	0
	8 CY Dumpster	196	539	0	0	0
FY 2027	300-Gallon	0	488	48	14	2
	4 CY Dumpster	11	11	0	0	0
	8 CY Dumpster	200	550	0	0	0
FY 2028	300-Gallon	0	498	49	14	2
	4 CY Dumpster	11	11	0	0	0
	8 CY Dumpster	203	561	0	0	0
FY 2029	300-Gallon	0	508	50	14	2
	4 CY Dumpster	11	11	0	0	0
	8 CY Dumpster	208	572	0	0	0

2.2.6.3 Commercial Front Load

Commercial front load customers are provided collection via a 2 CY, 4 CY, or 6 CY Compactor or a 4 CY or 8 CY Dumpster. Collection frequency varies from one to six times per week. Table 2-8 shows the projected billing units in a collection matrix for the forecast given a two percent commercial front load growth rate.

Table 2-8: Commercial Front Load Billing Unit Forecast

Year	Commercial Front Load Container Size	Collections per Week					
		1x	2x	3x	4x	5x	6x
FY 2025	2 CY Compactor	0	2	0	1	0	0
	3 CY Compactor	0	0	0	8	0	5
	4 CY Compactor	2	0	9	0	4	11
	6 CY Compactor	1	2	2	4	0	3
	4 CY Dumpster	71	33	13	7	4	2
	8 CY Dumpster	103	154	150	49	80	65
FY 2026	2 CY Compactor	0	2	0	1	0	0
	3 CY Compactor	0	0	0	8	0	5
	4 CY Compactor	2	0	9	0	4	11
	6 CY Compactor	1	2	2	4	0	3
	4 CY Dumpster	73	33	14	7	4	2
	8 CY Dumpster	105	157	153	50	81	67
FY 2027	2 CY Compactor	0	2	0	1	0	0
	3 CY Compactor	0	0	0	8	0	5
	4 CY Compactor	2	0	10	0	4	12
	6 CY Compactor	1	2	2	4	0	3
	4 CY Dumpster	74	34	14	7	4	2
	8 CY Dumpster	107	160	156	51	83	68
FY 2028	2 CY Compactor	0	2	0	1	0	0
	3 CY Compactor	0	0	0	9	0	5
	4 CY Compactor	2	0	10	0	4	12
	6 CY Compactor	1	2	2	4	0	3
	4 CY Dumpster	76	35	14	8	4	2
	8 CY Dumpster	109	163	159	52	84	69
FY 2029	2 CY Compactor	0	2	0	1	0	0
	3 CY Compactor	0	0	0	9	0	6
	4 CY Compactor	2	0	10	0	4	12
	6 CY Compactor	1	2	2	4	0	3
	4 CY Dumpster	77	35	14	8	4	2
	8 CY Dumpster	112	167	162	53	86	71

Table 2-9 presents the commercial front load collection fees for FY 2025 by size and collection frequency.

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Table 2-9: Commercial Front Load Monthly Collection Base Rates

Size	FY 2025						
	1x	2x	3x	4x	5x	6x	Additional Collection
2 CY Compactor	$175.00	$347.25	$522.50	$696.00	$867.25	$1,042.00	$42.00
3 CY Compactor	$204.25	$408.13	$612.38	$816.50	$1,020.00	$1,224.63	$50.38
4 CY Compactor	$233.50	$469.00	$702.25	$937.00	$1,172.75	$1,407.25	$58.75
6 CY Compactor	$314.50	$632.75	$948.25	$1,264.00	$1,578.75	$1,894.00	$76.00
4 CY Dumpster	$210.25	$279.00	$343.50	$417.00	$489.25	$553.00	$50.75
8 CY Dumpster	$258.50	$359.00	$459.00	$556.50	$658.00	$754.25	$67.00

2.2.6.4 Commercial Cart

Commercial cart customers are provided collection via 95 and 300-gallon containers and range in collection frequency from one to six times per week. Table 2-10 shows the projected billing units in a collection matrix for the forecast given a two percent commercial cart growth rate.

Table 2-10: Commercial Cart Billing Unit Forecast

Year	Commercial Cart Size	Collections per Week					
		1x	2x	3x	4x	5x	6x
FY 2025	95-Gallon	99	52	21	13	5	8
	300-Gallon	14	13	17	1	5	10
FY 2026	95-Gallon	101	53	22	14	5	8
	300-Gallon	15	14	18	1	5	10
FY 2027	95-Gallon	103	54	22	14	5	8
	300-Gallon	15	14	18	1	5	11
FY 2028	95-Gallon	105	55	23	14	5	9
	300-Gallon	15	14	18	1	5	11
FY 2029	95-Gallon	107	56	23	14	6	9
	300-Gallon	15	14	19	1	6	11

Table 2-11 presents the commercial cart collection fees for FY 2025 by size and collection frequency.

Table 2-11: Commercial Cart Monthly Collection Rates

Size	Collections per Week						
	1x	2x	3x	4x	5x	6x	Additional Collection
95-Gallon Container	$22.75	$46.50	$69.75	$91.25	$114.00	$134.50	$16.50
300-Gallon Container	$167.50	$220.75	$268.75	$317.00	$367.75	$426.00	$33.00

2.2.6.5 Roll-Off

The City provides roll-off container services. Roll-off customers may request service and pay for delivery and set up, a daily fee, and a service per load fee plus a per ton landfill charge. Table 2-12 presents the projected billing units for the forecast given a two percent roll-off growth rate.

Table 2-12: Roll-Off Billing Unit Forecast

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Annual Pulls	2,160	2,204	2,248	2,293	2,338

Table 2-13 presents the Roll-Off service fees for FY 2025 by type of fee. As shown in the table, the daily rental fee differs by the size of the container. Burns & McDonnell was unable to obtain data regarding the number of roll-off pulls by container size. For this reason, the revenue from roll-off current rates, described in detail in Section 2.4.2, has been estimated.

Table 2-13: Roll-Off Rates

Type of Fee	Fee
Delivery and Set Up Fee	$48.25
Daily Rental Fee	
20 CY	$5.00
30 CY	$5.25
40 CY	$5.50
Service per Load + per Ton Landfill Charge	$223.00

2.3 Cost of Service Forecast

Burns & McDonnell determined the cost of service for the various solid waste services provided by the City. The cost of service is not the rates Burns & McDonnell recommends be adopted by the City. The proposed rates are provided in Section 6.0.

2.3.1 Disposal Cost Calculation

The City co-owns the Twin Oaks Landfill with the City of Bryan. In 2024, the City's landfill disposal costs were reduced to $0. However, the City continues to incur the cost of hauling and dropping off material at the landfill. Disposal costs for single-family, multi-family, commercial front-load, commercial cart, and roll-off customers have been calculated by estimating the percentage of the work day collection crews spend driving to the landfill. This percentage is then multiplied by the cost of collection. Table 2-14 presents the percentage of time spent driving to the landfill for various collection crews.

Table 2-14: Percentage of Time Spent Driving to the Landfill by Collection Type

Collection Type	% of Time Spent Driving to Landfill
Single-Family Brush Collection	25%
Single-Family Bulky Collection	30%
Single-Family Refuse Collection	30%
Multi-Family Brush Collection	30%
Multi-Family Bulky Collection	30%
Multi-Family Commercial Dumpster Collection	30%
Multi-Family Commercial Cart Collection	20%
Commercial Front Load Collection	30%
Commercial Cart Collection	30%
Roll-Off Collection	50%

2.3.2 Single-Family Cost of Service

Table 2-15 shows the projected cost of service for single-family customers. The cost of service is first presented as the revenue requirement by cost center, followed by the cost of service per household per month.

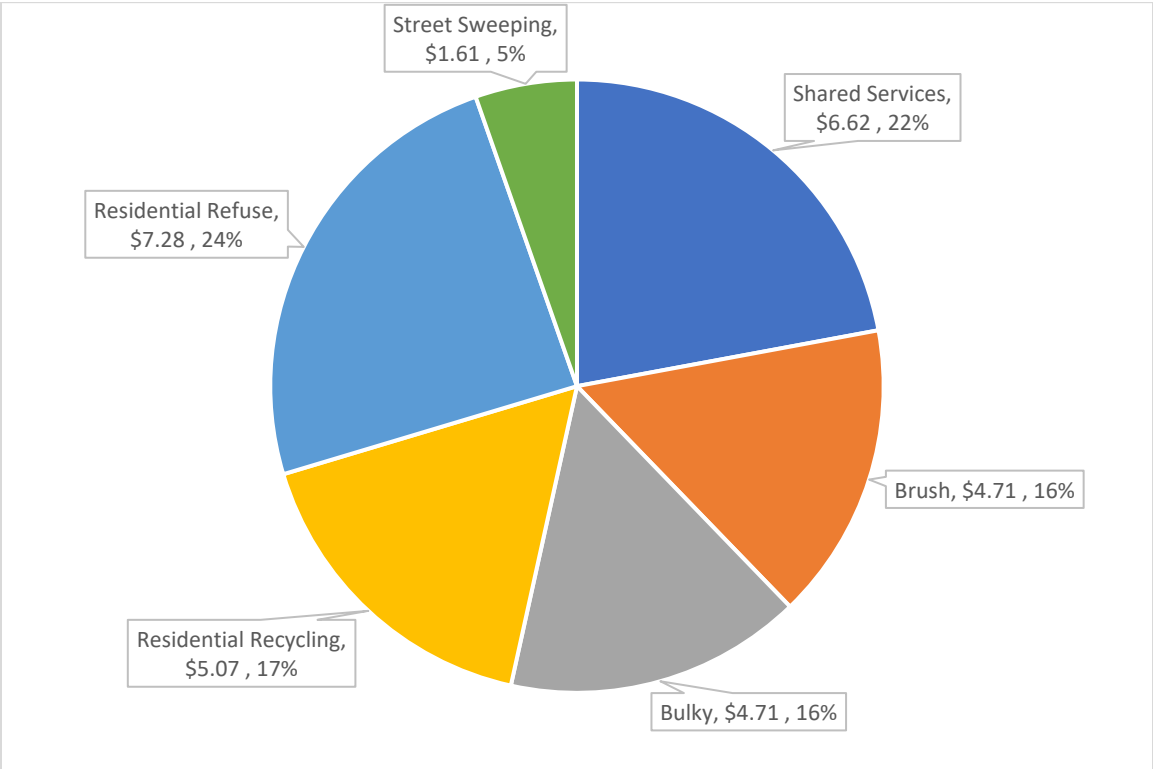
Table 2-15: Single-Family Cost of Service

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Shared Services	$2,090,210	$2,135,079	$2,179,119	$2,255,120	$2,214,195
Brush	$1,485,247	$1,494,699	$1,520,836	$1,537,815	$1,619,128
Disposal[1]	$371,312	$373,675	$380,209	$384,454	$404,782
Non-Disposal	$1,113,935	$1,121,024	$1,140,627	$1,153,362	$1,214,346
Bulky	$1,485,247	$1,494,699	$1,520,836	$1,537,815	$1,619,128
Disposal[1]	$445,574	$448,410	$456,251	$461,345	$485,738
Non-Disposal	$1,039,673	$1,046,289	$1,064,585	$1,076,471	$1,133,390
Residential Recycling	$1,599,956	$1,640,546	$1,682,701	$1,725,760	$1,775,745
Residential Refuse	$2,297,837	$2,300,639	$2,329,342	$2,619,557	$2,607,007
Disposal[1]	$689,351	$690,192	$698,803	$785,867	$782,102
Non-Disposal	$1,608,486	$1,610,447	$1,630,539	$1,833,690	$1,824,905
Street Sweeping	$507,456	$514,537	$526,574	$536,234	$571,385
Single-Family Cost of Service[2]	**$9,465,953**	**$9,580,199**	**$9,759,407**	**$10,212,302**	**$10,406,588**
Households	26,306	26,832	27,369	27,916	28,474
Cost of Service per Household per Month	**$29.99**	**$29.75**	**$29.72**	**$30.49**	**$30.46**

1. Disposal costs have been calculated by multiplying the percentage of the work day collection crews spend driving to the landfill by the cost of collection.
2. Values may not calculate exactly due to rounding.

Figure 2-3 graphically shows the monthly breakdown of the single-family cost of service per household equal to $29.99 in FY 2025.

Figure 2-3: FY 2025 Single-Family Cost of Service per Household per Month



2.3.3 Multi-Family Cost of Service

Table 2-16 shows the projected cost of service for multi-family customers. The cost of service is first presented as the revenue requirement by cost center, followed by the cost of service per unit per month.

Table 2-16: Multi-Family Cost of Service

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Shared Services	$453,357	$491,146	$501,277	$499,444	$519,693
Brush	$64,328	$64,737	$65,869	$66,605	$70,127
Disposal[1]	$19,298	$19,421	$19,761	$19,981	$21,038
Non-Disposal	$45,030	$45,316	$46,109	$46,623	$49,089
Bulky	$64,328	$64,737	$65,869	$66,605	$70,127
Disposal[1]	$19,298	$19,421	$19,761	$19,981	$21,038
Non-Disposal	$45,030	$45,316	$46,109	$46,623	$49,089
Commercial Dumpster Service	$795,268	$873,962	$884,425	$888,976	$966,779
Disposal[1]	$238,580	$262,189	$265,328	$266,693	$290,034
Non-Disposal	$556,688	$611,773	$619,098	$622,283	$676,745
Commercial Cart Service	$696,593	$717,688	$728,735	$735,288	$745,322
Disposal[1]	$139,319	$143,538	$145,747	$147,058	$149,064
Non-Disposal	$557,275	$574,151	$582,988	$588,231	$596,258
Multi-Family Cost of Service[2]	**$2,073,875**	**$2,212,271**	**$2,246,176**	**$2,256,917**	**$2,372,047**
Units	11,226	11,451	11,680	11,913	12,152
Cost of Service per Unit per Month	**$15.39**	**$16.10**	**$16.03**	**$15.79**	**$16.27**

1. Disposal costs have been calculated by multiplying the percentage of the work day collection crews spend driving to the landfill by the cost of collection.
2. Values may not calculate exactly due to rounding.

Figure 2-4 graphically shows the monthly breakdown of the multi-family cost of service per household equal to $15.39 in FY 2025.

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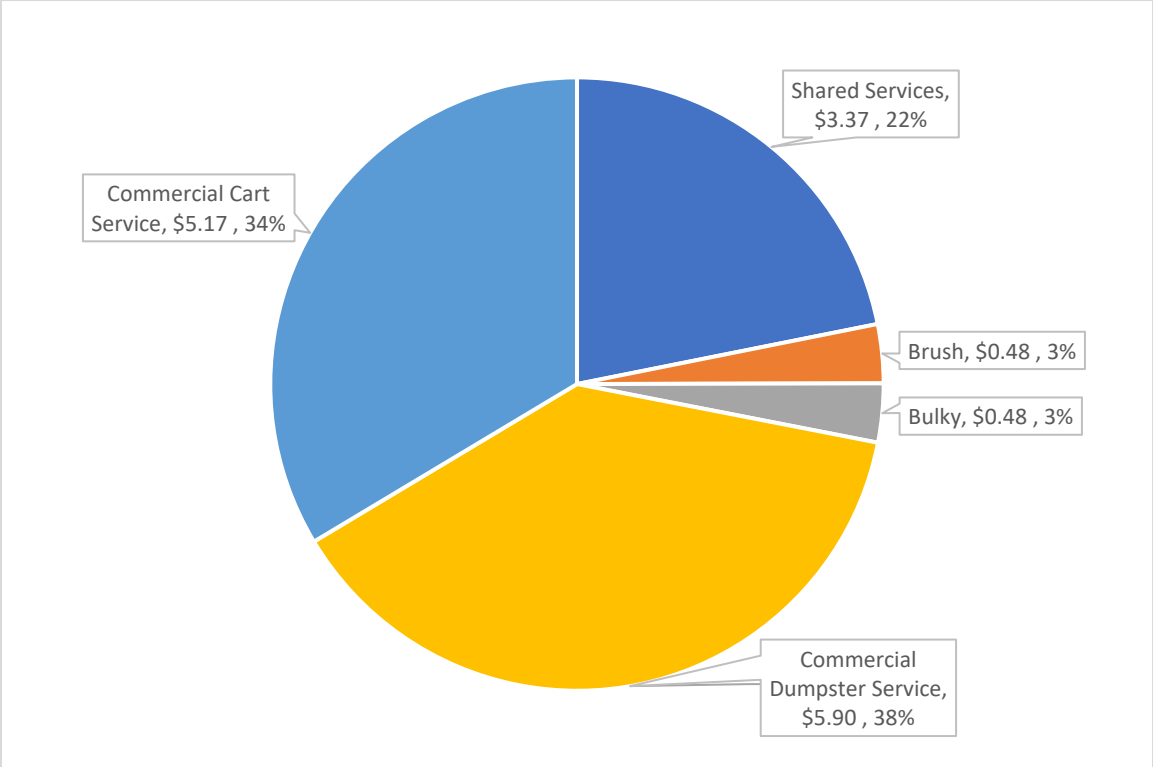
Figure 2-4: FY 2025 Multi-Family Cost of Service per Household per Month



2.3.4 Commercial Front Load Cost of Service

Table 2-17 presents the revenue requirement by cost center for commercial front load customers for the five-year forecast.

Table 2-17: Commercial Front Load Cost of Service

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Shared Services	$339,673	$365,058	$372,588	$371,225	$417,621
Commercial Dumpster Service	**$1,441,503**	**$1,584,143**	**$1,603,109**	**$1,611,357**	**$1,752,383**
Disposal[1]	$432,451	$475,243	$480,933	$483,407	$525,715
Non-Disposal	$1,009,052	$1,108,900	$1,122,176	$1,127,950	$1,226,668
Commercial Front Load Cost of Service[1]	**$1,781,176**	**$1,949,201**	**$1,975,697**	**$1,982,582**	**$2,170,004**
Annual Collections	120,560	122,971	125,431	127,939	130,498
Annual Disposal Capacity (CY)	965,752	985,067	1,004,769	1,024,864	1,045,361
Cost of Service per Collection[2]	**$11.19**	**$15.85**	**$15.75**	**$15.50**	**$16.63**
Disposal Cost per CY	**$0.45**	**$0.48**	**$0.48**	**$0.47**	**$0.50**

1. Disposal costs have been calculated by multiplying the percentage of the work day collection crews spend driving to the landfill by the cost of collection.
2. Values may not calculate exactly due to rounding.

Table 2-18 presents the monthly cost of service matrix for commercial dumpster and compactor collection customers. The monthly cost of service by number of containers and collection frequency should be developed as the sum of the following:

- Cost per collection ($11.19 in FY 2025) multiplied by the number of collections per month.
- Cost of disposal per cubic yard ($0.45 for both dumpsters and compactors in FY 2025) times the container volume times the number of collections per month. The compactor disposal cost assumes a three to one compaction ratio.

Table 2-18: FY 2025 Commercial Front Load Cost of Service

Container Size	Collections per Week					
	1x	2x	3x	4x	5x	6x
2 CY Compactor	$60.12	$120.24	$180.36	$240.48	$300.60	$360.72
3 CY Compactor	$65.94	$131.88	$197.82	$263.77	$329.71	$395.65
4 CY Compactor	$71.76	$143.53	$215.29	$287.05	$358.81	$430.58
6 CY Compactor	$83.41	$166.81	$250.22	$333.62	$417.03	$500.43
4 CY Dumpster	$56.24	$112.48	$168.72	$224.96	$281.20	$337.44
8 CY Dumpster	$64.00	$128.00	$192.00	$256.00	$320.01	$384.01

2.3.5 Commercial Cart Cost of Service

Table 2-19 presents the revenue requirement by cost center for commercial front load customers for the five-year forecast.

Table 2-19: Commercial Cart Cost of Service

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Shared Services	$108,601	$120,107	$122,584	$122,136	$119,920
Commercial Cart Service	$353,597	$364,306	$369,913	$373,240	$378,333
Disposal[1]	$106,079	$109,292	$110,974	$111,972	$113,500
Non-Disposal	$247,518	$255,014	$258,939	$261,268	$264,833
Commercial Cart Cost of Service[1]	**$462,198**	**$484,413**	**$492,497**	**$495,376**	**$498,252**
Annual Scheduled Collections	30,074	30,675	31,289	31,914	32,553
Annual Scheduled CY Collected	28,054	28,615	29,188	29,772	30,367
Cost of Service per Scheduled Collection[2]	**$11.84**	**$12.23**	**$12.19**	**$12.01**	**$11.82**
Disposal Cost per CY	**$3.78**	**$3.82**	**$3.80**	**$3.76**	**$3.74**

1. Disposal costs have been calculated by multiplying the percentage of the work day collection crews spend driving to the landfill by the cost of collection.
2. Values may not calculate exactly due to rounding.

Table 2-20 presents the monthly cost of service matrix for commercial cart collection customers. The monthly cost of service by number of containers and collection frequency should be developed as the sum of the following:

- Cost per collection ($11.84 in FY 2025) multiplied by the number of collections per month.
- Cost of disposal per cubic yard ($3.78 in FY 2025) times the container volume times the number of collections per month.

Table 2-20: FY 2025 Commercial Cart Cost of Service

Container Size	Collections per Week					
	1x	2x	3x	4x	5x	6x
95 Gallon Container	$58.61	$117.23	$175.84	$234.46	$293.07	$351.69
300 Gallon Container	$83.76	$167.53	$251.29	$335.05	$418.82	$502.58

2.3.6 Roll-Off Cost of Service

Table 2-21 presents the revenue requirement by cost center followed by the projected cost of service for roll-off customers for the five-year forecast based on the number of annual container pulls. The costs presented in the table account for the cost of collection and disposal.

Table 2-21: Roll-Off Cost of Service

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Shared Services	$282,127	$315,433	$321,939	$320,762	$314,941
Roll-Off Service	$627,358	$659,544	$787,843	$794,550	$800,481
Disposal[1]	$313,679	$329,772	$393,922	$397,275	$400,240
Non-Disposal	$313,679	$329,772	$393,922	$397,275	$400,240
Roll-Off Cost of Service[2]	**$909,485**	**$974,977**	**$1,109,782**	**$1,115,312**	**$1,115,422**
Annual Pulls	2,160	2,204	2,248	2,293	2,338
Average Non-Disposal Cost per Pull	$275.79	$292.80	$318.49	$313.20	$305.84
Average Disposal Cost per Pull	$145.20	$149.65	$175.26	$173.29	$171.16

1. Disposal costs have been calculated by multiplying the percentage of the work day collection crews spend driving to the landfill by the cost of collection.
2. Values may not calculate exactly due to rounding.

2.4 Rate Design

This section provides analysis of the current rate structure and proposed rates that will enable the City to fully fund the Revenue Requirement described in Section 2.2.3.

2.4.1 Annual CPI Rate Increase

The City makes an annual CPI-based rate adjustment for all solid waste rates. These annual adjustments have been estimated and used to determine the five-year forecast of net revenue from current rates. Table 2-22 presents the estimated CPI increases from FY 2025 through FY 2029.

Table 2-22: CPI Rate Adjustment

Category	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
CPI - Rates	3.5%	3%	3%	3%	3%

2.4.2 Net Revenue from Current Rates

Burns & McDonnell evaluated the net rate revenue by comparing the Revenue Requirement to the projected revenue using the current rate structure, as described in Section 2.3. Table 2-23 summarizes this evaluation for each customer class and Schedule 6 in Appendix A provides additional detail. A positive number means the City is generating enough revenue from the customer to fully cover the cost of service. A negative number means the City's FY 2025 rates do not fully cover the cost of service.

Table 2-23: Net Revenue from Current Rates

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Single-Family					
Revenue	$7,022,838	$7,378,193	$7,751,530	$8,143,757	$8,555,831
Revenue Requirement	($9,465,953)	($9,580,199)	($9,759,407)	($10,212,302)	($10,406,588)
Net Revenue[1]	**($2,443,116)**	**($2,202,006)**	**($2,007,877)**	**($2,068,545)**	**($1,850,757)**
Multi-Family					
Revenue	$1,246,099	$1,309,152	$1,375,395	$1,444,990	$1,518,107
Revenue Requirement	($2,073,875)	($2,212,271)	($2,246,176)	($2,256,917)	($2,372,047)
Net Revenue[1]	**($827,776)**	**($903,119)**	**($870,781)**	**($811,927)**	**($853,941)**
Commercial Front Load					
Revenue	$4,448,134	$4,673,209	$4,909,674	$5,158,103	$5,419,103
Revenue Requirement	($1,781,176)	($1,949,201)	($1,975,697)	($1,982,582)	($2,170,004)
Net Revenue[1]	**$2,666,958**	**$2,724,008**	**$2,933,977**	**$3,175,521**	**$3,249,099**
Commercial Cart					
Revenue	$306,912	$322,442	$338,757	$355,898	$373,907
Revenue Requirement	($462,198)	($484,413)	($492,497)	($495,376)	($498,252)
Net Revenue[1]	**($155,286)**	**($161,971)**	**($153,740)**	**($139,477)**	**($124,346)**
Roll-Off					
Revenue	$378,216	$397,354	$417,460	$438,583	$460,776
Revenue Requirement	($909,485)	($974,977)	($1,109,782)	($1,115,312)	($1,115,422)
Net Revenue[1]	**($531,269)**	**($577,623)**	**($692,322)**	**($676,729)**	**($654,646)**
Total Revenue[1]	$13,402,199	$14,080,350	$14,792,816	$15,541,332	$16,327,724
Total Revenue Requirement[1]	($14,692,688)	($15,201,060)	($15,583,559)	($16,062,489)	($16,562,313)
Total Net Revenue[1]	**($1,290,489)**	**($1,120,710)**	**($790,743)**	**($521,157)**	**($234,590)**
Cumulative Net Revenue[1]	($1,290,489)	($2,411,200)	($3,201,942)	($3,723,100)	($3,957,690)

1. Values may not calculate exactly due to rounding.

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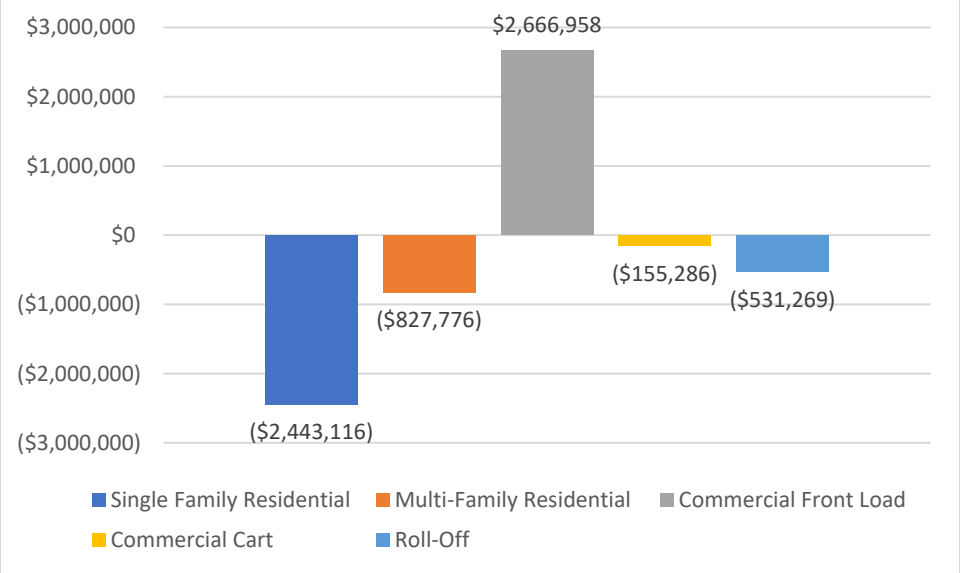
All of the City's collection rates, with exception to commercial front load rates, under recover the full cost of service. Figure 2-5 shows the net revenue by customer class for FY 2025.

Figure 2-5: FY 2025 Net Revenue by Customer Class



2.4.3 Financial Policies

The City's financial policy requires an operating reserve of 65 days' worth of total annual operating expenses, presented in Table 2-24 for the five years of the forecast. The City is currently operating slightly below the annual reserve requirement; however, with the continued deficit in net revenue the fund balance will continue to decrease and reach a negative position in FY 2029. To meet the City's financial policy, rate increases are required.

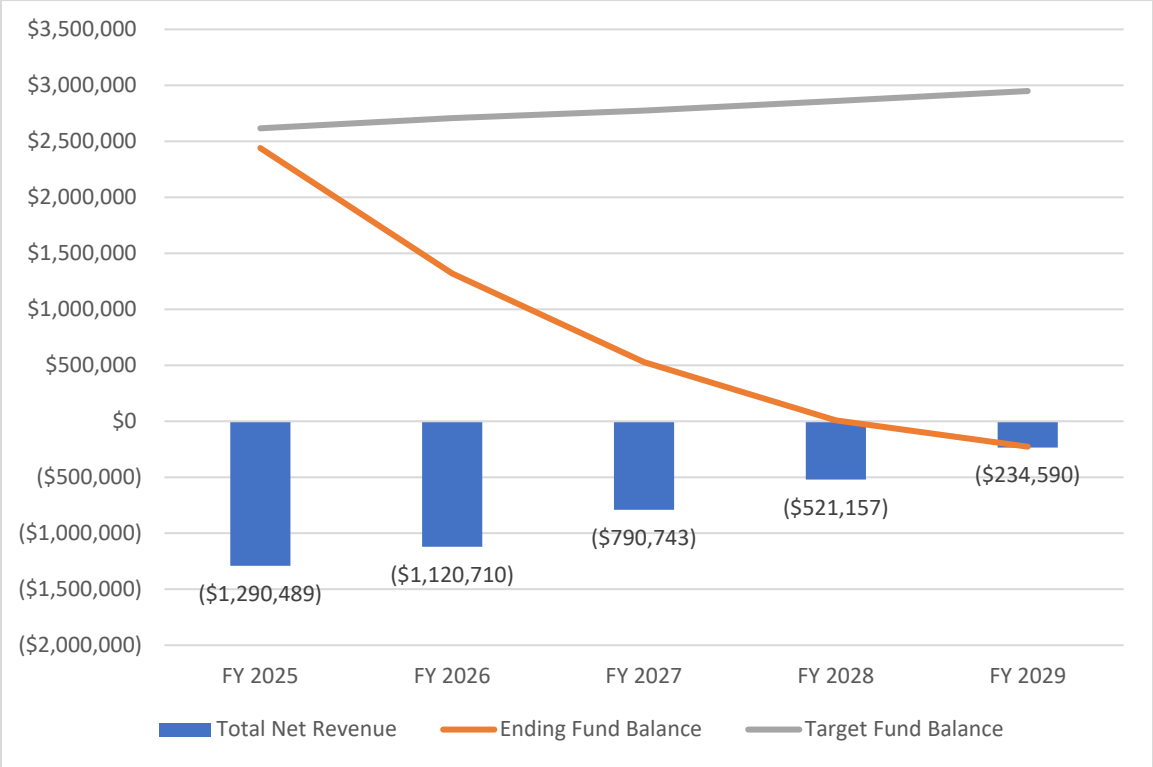
Table 2-24: Working Capital

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Target Fund Balance[2]	$2,616,506	$2,707,038	$2,775,154	$2,860,443	$2,949,453
Beginning Fund Balance	$3,730,590	$2,440,101	$1,319,390	$528,648	$7,490
Total Net Revenue	($1,290,489)	($1,120,710)	($790,743)	($521,157)	($234,590)
Ending Fund Balance[1]	$2,440,101	$1,319,390	$528,648	$7,490	($227,100)

1. Values may not calculate exactly due to rounding.
2. Target fund balance is 65 days' worth of total annual operating expenses.

Figure 2-6 graphically shows the cash flow of the fund throughout the five-year forecast, as presented in Table 2-24.

Figure 2-6: Solid Waste Fund Balance Under Current Rates (FY 2025 – FY 2029)



2.5 Key Findings

Each of the following key findings support the corresponding recommendations in the subsequent section:

1. **Under-Recovery of Rates.** The current single-family rate of $20.25, the multi-family rate of $9.25 per unit, the commercial cart rates, nor the roll-off rates recover the full cost of service in FY 2025. The estimated under-recovery for the first year of the forecast is equal to $1,290,489.
2. **Financial Policy.** Under the current rates, the City will not be able to meet the financial policy requiring an operating reserve equal to 65 days' worth of total annual operating expenses. In FY 2025, the ending fund balance is projected to be $2,440,101; approximately $176,405 below the reserve requirement.

2.6 Recommendations

Each of the following are recommendations regarding the City's cost of service.

1. **Consider Increasing Rates.** The City should consider increasing single-family, multi-family, commercial cart, and roll-off rates to recover the full cost of service.
2. **Consider Additional Revenue Generation Sources.** In addition to rate increases, the City should consider additional sources of revenue generation. This will help to protect the financial viability of the solid waste system.

3.0 Potential Revenue Sources or Enhancements

This section identifies and summarizes potential options the City may consider for additional cost recovery and revenue generation for the City's solid waste operations. Potential additional revenue sources are outlined for residential operations, commercial operations, and City-wide operations. The additional revenue sources presented in this section are based on the programs of benchmark cities and other recent research and studies conducted by Burns & McDonnell for residential, commercial, and roll-off operations.

3.1 Residential

This section presents additional options the City could consider implementing for its residential operation and additional charges that could be assessed to residential customers.

3.1.1 Pay-As-You-Throw Rate Structure

The purpose of a pay-as-you-throw (PAYT) rate structure is to incentivize waste diversion or reduction by offering a financial incentive to customers who choose to use a smaller refuse cart and dispose of less material in the landfill. The City currently charges residential customers for larger disposal capacities in the form of additional fees for extra refuse carts. Most cities with successful PAYT programs bundle refuse and recycling services, with monthly rates based on the volume of the refuse cart. The intent is to encourage residents to reduce the amount of waste and increase the amount of recyclable material generated by providing a financial benefit. The cities of Fort Worth, Austin, and Lawrence have a PAYT rate structure in place.

Applicability to the City: Burns & McDonnell recommends that a more formal PAYT rate structure be further evaluated only if in the future the City chooses to expand collection operations to include recycling.

3.1.2 Go-Back Fee

A "go-back" fee may be charged to residents requesting collection after missing their scheduled collection time. The integration of solid waste collection vehicles, routing software, and camera technology enables collection service providers with the ability to document and verify each individual stop along a route. A go-back fee allows the City to recover the real cost associated with any time spent collecting out-of-route containers. The City of Bryan currently charges $10 for additional 95-gallon container collections and $25 per 300-gallon collection, while the city of Waco charges $20 for missed and extra service.

Applicability to the City: The City already charges for additional collections of commercial containers. However, the City may want to consider a go-back fee for residential customers.

3.1.3 Brush and Bulky Set-Out Limits

Some cities provide limited collection of bulky items and yard trimmings included in base rate services. Additional fees could be based on the volume (cubic yards) collected above the set-out limit, or a minimum fee charged for extra pickups plus a volume or item-based fee. The City could consider establishing a set-out limit per regular collection of these materials, or a certain number of annual pickups, above which additional fees would be incurred by the customer. The primary purpose of implementing an excessive brush and bulk fee is to disincentivize code infractions and change customer behavior. Excessive set outs increase the amount of time operators and equipment must remain in the field collecting material. Additionally, excessive set outs disrupt collection vehicle capacity, increasing the number of trips to the disposal location and costs. The City of Waco charges volume-based fees for bulky items that surpass the set out limit of six CY. Customers are charged $50 for 7 CY set outs, $90 for 8 to 15 CY set outs, and $165 for 16 to 30 CY set outs. Brush piles are limited to 4 feet by 4 feet by 4 feet and larger piles will not be collected.

Applicability to the City: The City should consider implementing brush and bulky set-out limits. Photo documentation of large brush and bulky set-outs is already integrated into the system, which will aid in enforcement.

3.2 Commercial & Roll-Off

Options in this section are presented for charges to commercial customers, including options applicable to commercial front-load services, options applicable to commercial roll-off services, and options that are applicable to both types of services.

3.2.1 Overfill Charge

An overfill charge may be assessed when a customer fills the container with debris above the fill line or above the top of the container. Material then must be rearranged or removed before the container can be safely and legally hauled for disposal, resulting in additional costs. An overfill charge would incentivize customers to request the correct container size for their project or operational needs rather than try to overfill a smaller container to save money. The city of Richardson charges an overfill fee of $100 for front-load and roll-off containers, as well as an overweight fee of $200 per ton over the allowed limit. The city of Round Rock charges a roll-off overage fee of $44.10 per ton over 10 tons.

Applicability to the City: The City could consider implementing this option.

3.2.2 Roll-Off Minimum Disposal

Some cities and private haulers may set a minimum disposal charge to be paid by the customer, based on the container size and regardless of the actual weight of the material. With this option, a maximum allowable number of tons is included in the minimum disposal charge. Material above the tonnage limit for the container is additionally charged based on the current landfill per-ton tipping fee. This type of system may also be accomplished by setting different pull charges for differently sized containers and including the minimum disposal charge in the pull charge. In the city of Lawrence, the minimum charge for each dump is for one ton of waste.

Applicability to the City: The City may want to consider implementing a minimum disposal fee for roll-off containers.

3.2.3 Roll-Off Inactivity Fee

An inactivity charge may be assessed to customers who do not request a collection within a defined timeframe (e.g., seven days, 14 days, one month). An escalated inactivity charge may also be assessed after a set number of inactivity intervals without a collection. The city of Round Rock charges a daily inactivity fee of $10.61 per day over 15 days.

Applicability to the City: The City could consider implementing this option.

3.2.4 Container Lock Installation Fee

A customer may be charged an additional fee for the rental of dumpster accessories such as a dumpster lock from the City. The Cities of Denton and Bryan charge a one-time dumpster lock installation fee. Denton charges $20, while Bryan charges $150.

Applicability to the City: The City could consider implementing this option.

3.2.5 Weekend Collection Surcharge

The City may charge an additional fee (in addition to the applicable pull charge) for requests for collection on a weekend or holiday. While this level of service can promote a sanitary community by preventing the overflow of commercial containers and provide commercial customers with a courtesy service, there is a potential to increase expenditure on employee overtime hours. The City of Bryan charges customers requesting weekend collection 150 percent of the next level of service. In order to be eligible for weekend collection, customers must have containers that are serviced three or more times per week. Bryan also offers one time weekend collection for commercial customers. Commercial cart customers are charged $50 per collection, while commercial dumpster customers are charged $75.

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Applicability to the City: The City could consider implementing this option for roll-off, as there is already a charge for serving dumpsters on Saturdays.

3.2.6 Franchise Fee

Some cities utilize a system in which private haulers must be issued a franchise or permit by the City to operate a solid waste and recycling collection operation within the city limits. In a franchise system, a city may often require haulers to pay franchise fees to the city for the right to conduct collection operations within the city. Franchise fees may be used to fund various activities in the city. Fees may be used to offset the impacts of the hauler's operation to the community, such as maintenance of roads, bridges, and rights-of-way impacted by collection vehicles. Franchise fees may also be used to directly support a city's solid waste infrastructure or services. Franchise fees can be a flat fee, a percentage of the hauler's revenues, or collected based on the number of customers served or quantity of materials collected. Many cities throughout Texas issue franchise fees, including Fort Worth, Houston, Dallas, Plano, Arlington, and Garland.

Applicability to the City: While the City already charges private haulers a franchise fee in order to operate solid waste and recycling collection within the City, they may want to consider increasing the rate. However, an increase in franchise fees may lead to potential opposition from the hauler community and place an increased cost burden on businesses.

3.3 City-Wide Fees

This section presents additional options the City could consider implementing City-wide.

3.3.1 Special Events Fee

A special events fee allows cities to charge a fee when temporary collection containers are provided for community and special events. While a special events fee can ensure proper disposal of waste associated with City-sponsored events, there is the potential to increase expenditure on employee overtime hours. In the city of Waco, TX, customers must sign a release of liability form and pay a container rental fee in order to be provided with a roll-off container for a special event. Non-profit organizations are charged a lower rate than private customers. In the City of Bryan, 95- and 300-gallon carts, as well as 2 CY, 3 CY, 4 CY, 6 CY, and 8 CY dumpsters, can be rented for special events. Customers are charged a fee each time the container is serviced.

Applicability to the City: The City could consider implementing this option.

3.3.2 Environmental Fee

Some cities charge an environmental fee to both City residents and commercial businesses in order to account for the cost of litter abatement, street sweeping, or other services that are beneficial to the entire community. While an environmental fee can be charged to residents and commercial businesses that do not receive solid waste services from the City and help to alleviate solid waste costs, it is also an additional cost burden to those already paying a solid waste rate. The cities of Fort Worth, Austin, and San Antonio all have an environmental fee in place.

Applicability to the City: The City could consider implementing this option.

3.4 Grant Funding Opportunities

If the City chooses to enhance residential and/or commercial recycling programs in the future, or other recycling or waste diversion initiatives, it could seek grant funding for these activities. Grants and other private funding sources are often provided on a competitive basis. If a project can secure grant funding, it will typically allow for a reduction in capital or operating costs. Grant funding from The Recycling Partnership (Partnership), the Closed Loop Fund (CLF), and the Environmental Protection Agency (EPA) would be applicable to the City only if the City chooses to enhance its recycling program in the future. The Foundation Center may be utilized to identify grants for which the City may qualify.

- **The Recycling Partnership.** The Partnership is an industry-funded national recycling nonprofit with the goal of improving curbside residential recycling in the U.S. In recent years, they have prioritized providing

grant funding to communities in Texas. The Partnership provides resources for communities (4,000 or more households) starting programs with recycling carts or switching from bins to carts. Should the City decide in the future to establish a residential recycling program, the Partnership could assist with the purchase of the carts. To accelerate the local level adoption of recycling best management practices, the Partnership uses highly leveraged grants coupled with technical assistance.

- *For more information: https://recyclingpartnership.org/grants/*

- **The Closed Loop Fund (CLF).** The CLF was created to increase recycling rates and in funded by consumer goods companies and retailers. The CLF provides zero interest loans to municipalities and low interest loans to private companies.
  - *For more information: https://www.closedlooppartners.com/closed-loop-local-recycling-fund-apply-for-funding/*
- **Environmental Protection Agency (EPA).** The EPA will award $78 million in Solid Waste Infrastructure for Recycling (SWIFR) grants to local governments in 2025 in order to support compost, MRF, and curbside recycling collection programs.
  - *For more information: https://www.epa.gov/infrastructure/solid-waste-infrastructure-recycling-grant-program*

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4.0 Financial Benchmarking and Privatization Evaluation

Burns & McDonnell completed a benchmark analysis to compare the City's rates for single-family, multi-family, and commercial refuse collection to those of similar cities. Burns & McDonnell selected the Cities of Bryan (TX), Conroe (TX), Denton (TX), Lawrence (KS), Richardson (TX), Round Rock (TX), and Waco (TX) for benchmark analysis in collaboration with City staff.

4.1 Methodology

In order to complete this analysis, single-family, multi-family, commercial, and roll-off data was compiled from publicly available sources. These sources included city websites, ordinances, and city council resolutions. The benchmarked Cities of Bryan (TX), Conroe (TX), Denton (TX), Richardson (TX), Round Rock (TX), and Waco (TX) were selected by the City. Burns & McDonnell chose to include Lawrence (KS) as well, due to its similar population size and being the location of a large university. It is important to note that not all of the benchmarked cities provide the same level of service. For this reason, some cities are not included in the various analyses.

4.2 Single-Family Benchmarking

The single-family benchmark analysis compared the cities' current residential services base rates, services provided with the base rates, and any fees for additional services not included in the base rates. A comparison of single-family collection service base rates for the City and the benchmarked cities is presented in Table 4-1. Residential refuse, residential recycling, brush collection, bulky collection, and street sweeping are all included in the City's single-family base rate.

Table 4-1: Single-Family Services Available for Benchmark Cities

City	Base Rate (Monthly)	Residential Refuse	Residential Recycling	Brush	Bulky	Street Sweeping
College Station, TX	$20.25	●	●	●	●	●
Bryan, TX	$13.50	●	–	●	●	●
Conroe, TX	$17.80	●	●	●	●	–
Denton, TX	$25.42	●	●	●	●	–
Lawrence, KS	$25.17	●	●	●	●	–
Richardson, TX	$25.09	●	●	●	●	●
Round Rock, TX	$23.67	●	●	○	●	–
Waco, TX	$20.52	●	●	●	●	–

Legend		
Included in Base Rate	Available at Additional Charge	Not Included with Solid Waste Rate
●	○	—

Table 4-2 shows a comparison of key benchmarking data focused on single-family residential collection including container type, collection frequency, and additional services and fees. A complete compilation of benchmarking data is provided in Appendix B.

Table 4-2: Single-Family Refuse Collection

City	Refuse Container Type	Refuse Collection Frequency	Additional Services & Fees
College Station, TX	64-Gallon Cart	Once/Week	Additional cart available at $14.25/month.
Bryan, TX	95-Gallon Cart	Once/Week	Additional cart available at $6.00/month.
Conroe, TX	96-Gallon Cart	Once/Week	Additional cart available at $8.34/month.
Denton, TX	95-Gallon Cart	Once/Week	Additional cart available at $16.82/month.
Lawrence, KS	64- or 95-Gallon Cart	Once/Week	Additional cart available at $5.75/month.
Richardson, TX	Bags	Twice/Week	50 count rolls of 30-gallon trash bags are available for $10.00
Round Rock, TX	96-Gallon Cart	Once/Week	For curbside brush collection, $25 charge for first 5 minutes and $1 for each additional minute.
Waco, TX	95-Gallon Cart	Once/Week	Additional cart available at $9.28/month.

Benchmarking was performed to analyze the level of service and current rate structure available to residents compared to peer communities. The rates of benchmarked communities represent the monthly fee residents pay for base level service and range from $13.50 to $25.42. The City's current rate for FY 2025 is higher than those of Bryan and Conroe. However, it is lower than those of Denton, Lawrence, Richardson, Round Rock, and Waco. This comparison can be observed in Figure 4-1.

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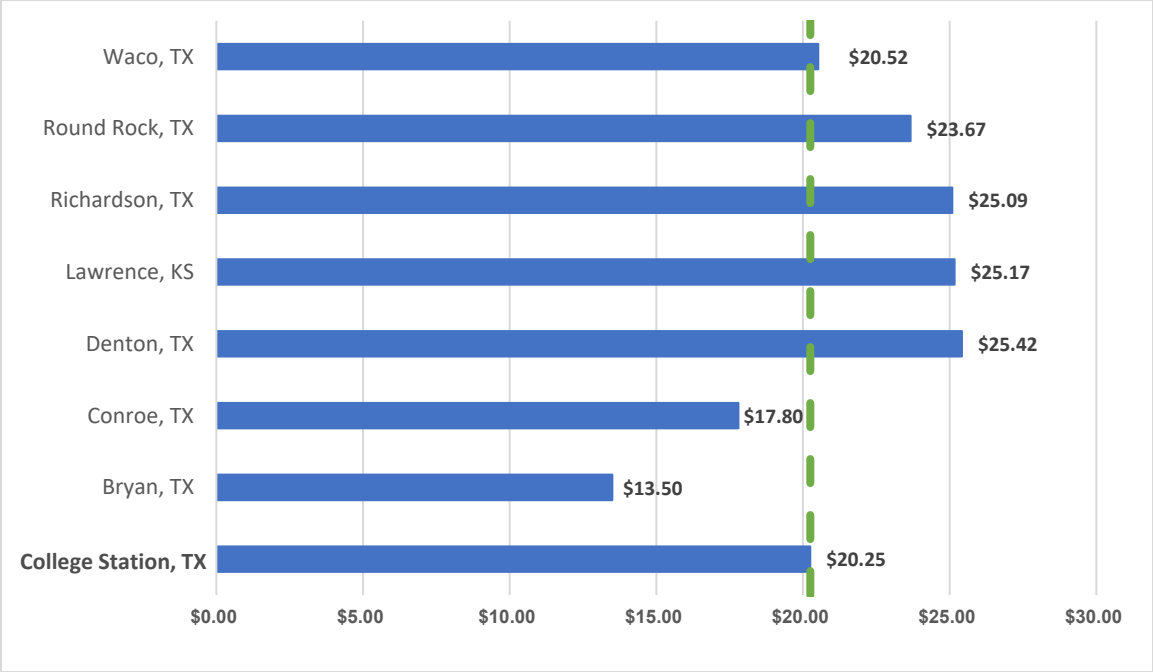
Figure 4-1: Solid Waste Single-Family Residential Base Rate Benchmarking



The cities of Waco, Round Rock, Richardson, Lawrence, and Denton's current single-family rates are 1 to 26 percent higher than the City's. Additionally, the city of Waco's current single-family rate is slightly above the City's current single-family rate, despite street sweeping not being included in the city of Waco's rate.

4.3 Multi-Family Benchmarking

The City provides multi-family properties with refuse collection services. While some of the benchmarked cities offer multi-family collection services, others consider multi-family properties commercial customers. Table 4-3 shows a comparison of key benchmarking data focused on multi-family collection. This includes whether multi-family refuse collection is separate from commercial collection and the rate charged per unit. Only the City and the cities of Bryan, Lawrence, and Richardson offer multi-family refuse collection separate from commercial collection. However, in the City of Bryan, some multi-family customers are charged multi-family rates while others are charged commercial rates based on the frequency of their trash collection. Apartment houses that receive weekly trash collection from 95-gallon containers are charged $13.50 per unit. Apartment houses that receive trash collection services more than once per week from 95-gallon, 300-gallon, or 2 CY to 8 CY dumpsters are charged commercial collection rates.

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Table 4-3: Multi-Family Collection Benchmarking

City	Is multi-family refuse collection separate from commercial collection services?	Rate Per Unit
College Station, TX	Yes	$9.25
Bryan, TX	Dependent on complex[1]	$13.50
Conroe, TX	No	N/A
Denton, TX	No	N/A
Lawrence, KS	Yes	Cart per Unit: $22.76 Shared Dumpster per Unit: $17.72
Richardson, TX	Dependent on complex	$25.09
Round Rock, TX	No	N/A
Waco, TX	No	N/A

1. Apartment houses that receive weekly trash collection from 95-gallon containers are charged $13.50 per unit. Apartment houses that receive trash collection services more than once per week from 95-gallon, 300-gallon, or 2 CY to 8 CY dumpsters are charged commercial collection rates.

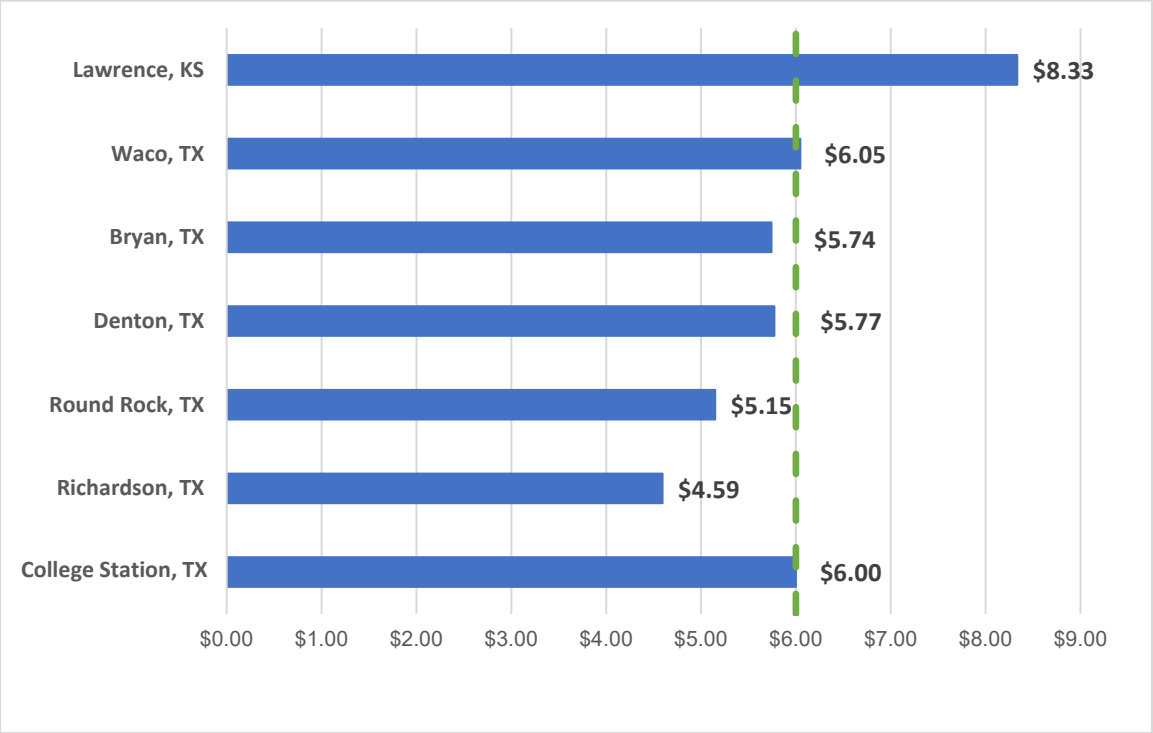
Benchmarking was performed to analyze the current rate structure available to multi-family residents compared to peer communities. The rates of benchmarked cities represent the monthly, per-unit fee paid for base level service and range from $9.25 to $25.09. The City's current rate for FY 2025 is lower than those of the benchmarked cities, as presented in Figure 4-2.

Figure 4-2: Solid Waste Multi-Family Per Unit Rate Benchmarking

4.4 Commercial Benchmarking

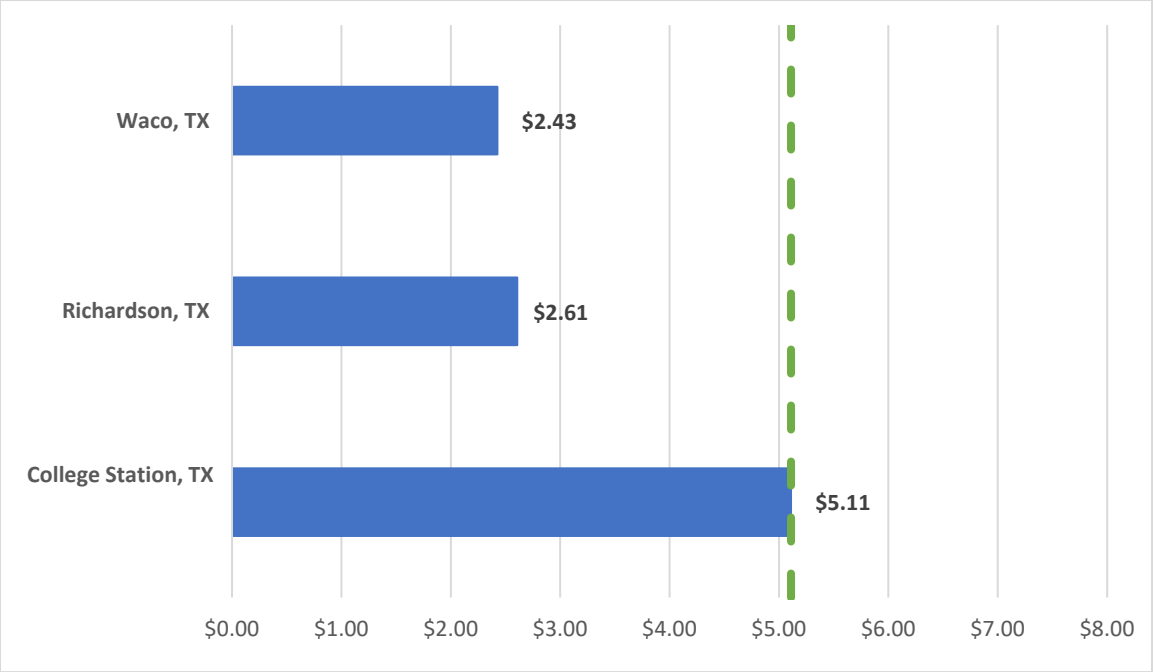
Burns & McDonnell performed commercial dumpster service benchmarking based on commercial dumpster collection matrices for cities with city-provided or publicly available dumpster collection. In order to compare the rates for each city, Burns & McDonnell calculated the cost of disposal and collection per cubic yard per month for commercial customers in applicable cities in Figure 4-3. The City's cost per cubic yard is only slightly higher than those of Bryan and Denton.

Figure 4-3: Commercial Dumpster Rates per CY



In addition to commercial dumpster service benchmarking, Burns & McDonnell completed commercial compactor service benchmarking based on commercial compactor collection matrices for cities with city-provided or publicly available compactor collection. In order to compare the rates for each city, Burns & McDonnell calculated the cost of disposal and collection per cubic yard per month for commercial compactor customers in applicable cities. A compaction factor of 3 was applied to these calculations to accurately estimate the cubic yards per container. These findings are presented in Figure 4-4.

Figure 4-4: Commercial Compactor Rates per CY



In addition to commercial dumpsters and compactors, the City offers 95-gallon and 300-gallon commercial cart service. The City, as well as the Cities of Bryan, Denton, Lawrence, and Waco offer 95-gallon commercial cart service. The city of Round Rock provides 96-gallon commercial cart service. Additionally, the collection frequency of commercial carts varies by city. As shown in Table 4-4, the City's 95-gallon once per week collection rates have been benchmarked against those of peer cities. The City offers lower rates than the cities of Denton, Lawrence, and Waco.

Table 4-4: 95-Gallon Commercial Cart Monthly Rates

City	Once/week Collection Rate
College Station, TX	$22.75
Bryan, TX	$21.00
Denton, TX	$33.75
Lawrence, KS	$34.03
Round Rock, TX	$18.77
Waco, TX	$27.00

The City and the City of Bryan are the only benchmarked cities that provide 300 or 400-gallon commercial cart service. Table 4-5 presents a comparison between the commercial cart rates of the City and the City of Bryan. The City's rates are higher than those of the City of Bryan.

Table 4-5: 300-Gallon Commercial Container

Collection Frequency	College Station, TX	Bryan, TX
1	$167.50	$49.00
2	$220.75	$98.00
3	$268.75	$145.00
4	$317.00	$193.00
5	$367.75	$242.00
6	$426.00	$315.00

4.5 Roll-Off Benchmarking

In addition to single-family, multi-family, and commercial refuse collection services, the City provides roll-off services. When a roll-off container is rented from the City, customers are charged a hauling fee, a delivery fee, and a daily rental fee. The benchmarking of each of these fees has been performed by comparing similar fees in peer cities in Table 4-6.

Table 4-6: Roll-Off Fee Benchmarking

City	20 CY	30 CY	40 CY
Service per Load Fee			
College Station, TX	$223.00	$223.00	$223.00
Lawrence, KS[3]	$216.81	$288.52	$312.52
Richardson, TX	$319.00	$352.00	$376.00
Round Rock, TX	$421.68	$518.90	$557.14
Waco, TX[1]	$308.74	$393.60	$520.99
Delivery Fee			
College Station, TX	$48.25	$48.25	$48.25
Lawrence, KS[3]	$77.53	$77.53	$77.53
Richardson, TX	$75.00	$75.00	$75.00
Round Rock, TX	$81.94	$81.94	$81.94
Waco, TX	N/A	N/A	N/A
Daily Rental Fee			
College Station, TX	$5.00	$5.25	$5.50
Lawrence, KS[2,3]	$4.41	$5.14	$5.14
Richardson, TX	$5.47	$5.70	$6.20
Round Rock, TX	N/A	N/A	N/A
Waco, TX	N/A	N/A	N/A

1. **Delivery and rental fees included in service charge in Waco, TX.**
2. **Minimum rental in Lawrence, KS is one month.**
3. **The City of Lawrence's roll-off rates do not include the cost of disposal.**

The City's service per load fees and daily rental fees are lower than all of the benchmarked cities except for the city of Lawrence. The City's roll-off delivery fee, however, is lower than all of the benchmarked cities.

4.6 Privatization Analysis

All of the benchmarked cities, with the exception of Conroe, TX and Round Rock, TX, provide their own solid waste services. Solid waste services in Conroe, TX are provided by Waste Management, while Republic Services provides service in Round Rock, TX. The providers for residential and commercial refuse services are presented in Table 4-7.

Table 4-7: Solid Waste Public vs Private Service Providers by City

City	Residential	Commercial
College Station, TX	Public	Public
Bryan, TX	Public	Public
Conroe, TX	Private	Private
Denton, TX	Public	Public
Lawrence, KS	Public	Public
Richardson, TX	Public	Public
Round Rock, TX	Private	Private
Waco, TX	Public	Public

4.7 Key Findings

This section presents Burns & McDonnell's key findings based on the financial benchmarking and privatization analysis.

1. **Competitive Single-Family Rate.** The City's current single-family rate is close to the median of the benchmarked rates.
2. **Separate Multi-Family Rates.** Unlike the City, the majority of benchmarked cities do not offer a multi-family collection rate separate from commercial service rates.
3. **High Commercial Front-Load Rates**. The City's commercial dumpster, commercial compactor, and 300-gallon commercial cart rates are higher than those of the majority of benchmarked cities. The City's 95-gallon commercial cart rates, however, are lower than the majority of benchmarked cities.
4. **Low Roll-Off Rates.** Compared to the benchmarked cities, the City's roll-off service, delivery, and daily rental fees are low.

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5.0 Potential Collection Program Expansion

Due to the high population of college students living in off-campus multi-family properties, summer move-out and fall move-in pose challenges to the PWD. With their current system, the City cannot keep up with the number of multi-family properties requesting roll-off containers during peak demand times concurrent with the student population moving out of multi-family properties starting in May through October. Most rental leases end at the same time in late July, and there is a two-to-three-week period when most rental properties turn over, creating a surge in move-out-related disposal. Customers can request service from franchised haulers when the City cannot meet the service request. This causes some frustration among residents living in multi-family properties because the prices offered by the City are much lower than those offered by franchised haulers in the area.

The City expects four to five additional high rises to be built downtown in the coming years. The City will struggle to have enough staff and equipment to meet the additional demand, and space constraints will make it more difficult for these complexes to have collection depots. Overtime for staff, increased vehicle maintenance costs and wear and tear on collection vehicles will be costly for the City. This section evaluates potential options for expanding brush and bulky items waste collection services for multi-family complexes and commercial properties. This exercise aims to identify expansion options that will allow the City to meet the demand for service while also preventing further strain on City operations.

5.1 Methodology

This analysis used a time-in-motion route model to develop a baseline time required to run one brush and bulky collection route for multi-family and commercial properties. The baseline route time was projected to different property pickup frequencies—on-call, weekly, biweekly and monthly pickup. In addition, data from the cost of service analysis, such as the number of properties, route costs, and brush and bulky items collected per household, were used to calculate the breakeven service cost, assuming no new equipment expenditures.

5.2 Current System Evaluation

The City currently provides brush and bulky item collections for single-family homes and multi-family duplexes, triplexes, and quadruplexes on single-home family collection routes. However, the City does not offer ongoing brush and bulky item collections for multi-family properties and commercial properties. Multi-family and commercial properties are expected to contract with the PWD or franchised haulers for these needs. The City does offer roll-off rental services, but there are insufficient operational levels to provide all properties with roll-offs during peak move-in and out periods. The combination of open market contracting and student peak move-out periods creates conditions where service levels are not well aligned with demand, often resulting in move-out trash piling up on street curbs.

5.3 Analysis of Potential Options

For this analysis, the multi-family sector refers to residential properties within the City having more than four individual housing units (e.g., apartment complexes, condominiums, etc.). This section describes brush and bulky item collection options at multi-family and commercial properties. The options below are not mutually exclusive and singular, as a combination of strategies may be utilized:

- City-Operated Multi-Family Collection
- City-Operated Commercial Collection
- Private-Sector Multi-Family and Commercial Collection
- Community Partnerships
- Education, Outreach and Compliance

5.3.1 City-Operated Multi-Family Collection

The City may consider City-operated collection for brush and bulky items at multi-family properties on an on-call, weekly, bi-weekly or monthly frequency. The following assumptions are used in this scenario:

- One boom truck route per year costs $202,711 (based on the cost of service analysis).
- Two equipment operators are assigned to one route for safety spotting of truck maneuvers and as backup equipment operator.
- When more than one route is needed, PWD utilizes one boom truck that stays on the route while a second boom truck shuttles material back and forth to the disposal location.
- A factor increase was added to less than weekly pickups to account for material accumulations.
- 20 pounds of brush and bulky items per person per month (based on City data).
- 1,920 annual tons of brush and bulky items from all multi-family properties.
- 113 multi-family properties with an average of 111 people per multi-family property.
- Shuttle truck transports 3.9 tons per trip on average to the disposal location.
- 45 minutes to collect each property set out and travel to the next pickup location.
- Six accounts picked up a workday, or 126 accounts monthly, in the base case scenario.
- On-call service assumes one account is picked up per workday, or 21 total accounts monthly.

Table 5-1 calculates the annual cost to put one boom truck on route for brush or bulky collection. The costs assume the average costs based on PWD-provided data. The calculation assumes that other route supervisors absorb supervisory costs since the number of routes is low.

Table 5-1: Annual Cost for One Brush or Bulky Route

Cost Type	Cost
Equipment Operator 1	$65,505
Equipment Operator 2	$65,505
Boom Truck Depreciation	$47,440
Truck Maintenance	$9,242
Truck Fuel	$3,415
Insurance	$4,105
Professional Services	$5,352
Miscellaneous	$2,147
Total Annual Cost	**$202,711**

1. Values may not calculate exactly due to rounding.

Table 5-2 summarizes the route and cost impacts for the different service frequencies based on Burns & McDonnell's operations model and data from the City's existing brush and bulky item collection routes.

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Table 5-2: Average Multi-Family Brush and Bulky Collection Routes

	Base Case	On-Call Pickup	Weekly Pickup	Bi-Weekly Pickup	Monthly Pickup
Routes Required	1.0	0.3	6.0	3.0	2.0
Total Route Cost per Year	$202,711	$65,277	$1,216,274	$608,137	$405,425
Cost per Multi-Family Properties per Month	$149.49	$259.04	$896.96	$448.48	$298.99
Cost per Resident per Month	$1.35	$2.33	$8.08	$4.04	$2.69

The scenarios create a base case route that picks up six multi-family properties per day based on a time-in-motion analysis. The base case calibrates the multi-family properties and tonnage collected to one truck and one route per day. In the base case scenario, the route can pick up six properties in one day, which equates to each property being serviced once a month. A shuttle truck is added to the other scenarios if the route quantity surpasses one route, so one boom truck can load the shuttle truck. One truck stays on route collecting pickup materials while the shuttle truck goes to the landfill to empty and return. The on-route truck will transfer over its load when the shuttle truck returns to create operational efficiency. For example, when adding tons per truck, the monthly pickup cost is similar to the base case cost. However, monthly pickup only services five multi-family properties due to factoring in a 25 percent waste accumulation rate when picking up monthly and a 20 percent backup truck backup ratio to provide continuity of service in case of maintenance issues. The base case assumes no waste accumulations and no backup routes.

Figure 5-1 shows that weekly pickup is the most expensive option at $1,216,274 annually, requiring six routes to service 23 multi-family properties each workday. Bi-weekly pickup is the second most expensive at $608,137 annually to pick up each property twice a month. In addition to being the most expensive, weekly and biweekly pickup will most likely be inefficient, with little brush and bulky items to pick up on such a frequent basis. Equipment operators will spend a significant amount of windshield time driving from property to property, not maximizing the quantity picked up per location. On-call pickup is less expensive than weekly and bi-weekly pickup. However, 0.3 of each route would account for only picking up one multi-family property at a time, or 21 properties per month, and then the equipment would sit idle until the next pickup. The analysis does not include the costs of idle equipment and staff costs. Therefore, the actual cost of the On-call Pickup could be closer to the Base Case Cost due to idle equipment and staff costs. However, if the City utilizes potential idle equipment and staff to service other brush and bulky accounts that will reduce the multi-family property on-call costs.

The Base Case may be cost-effective and provides monthly service to all accounts. The Base Case keeps the number of routes at one route instead of rounding to two routes in the monthly pickup scenario. The City may consider a Base Case with the understanding that there is not backup equipment and labor and supplemental service would need to be provided from other brush and bulky routes in the event of downtime.

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Figure 5-1: Multi-Family Brush and Bulky Collection Route Cost per Year

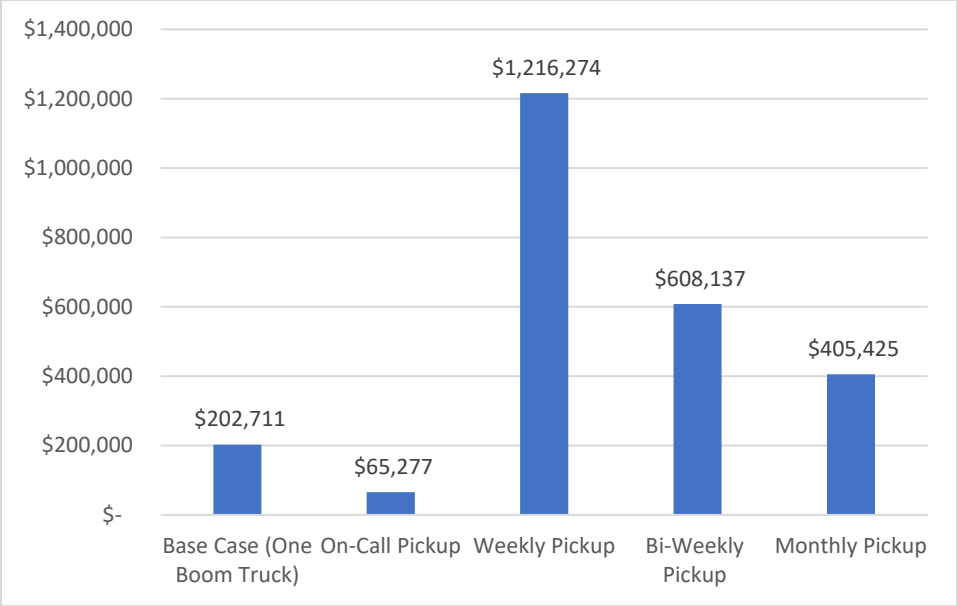


Figure 5-2 shows that weekly pickup is the most expensive, at $8.08 per resident. On-call Pickup appears to be less expensive than monthly pickup, but that assumes that only one customer is picked up each day and one-third of a route is utilized, not including the cost of idle equipment and labor time. The Base Case is the least expensive for residents resulting in monthly service, but without equipment and labor backup.

Figure 5-2: Multi-Family Brush and Bulky Collection Cost per Resident per Month

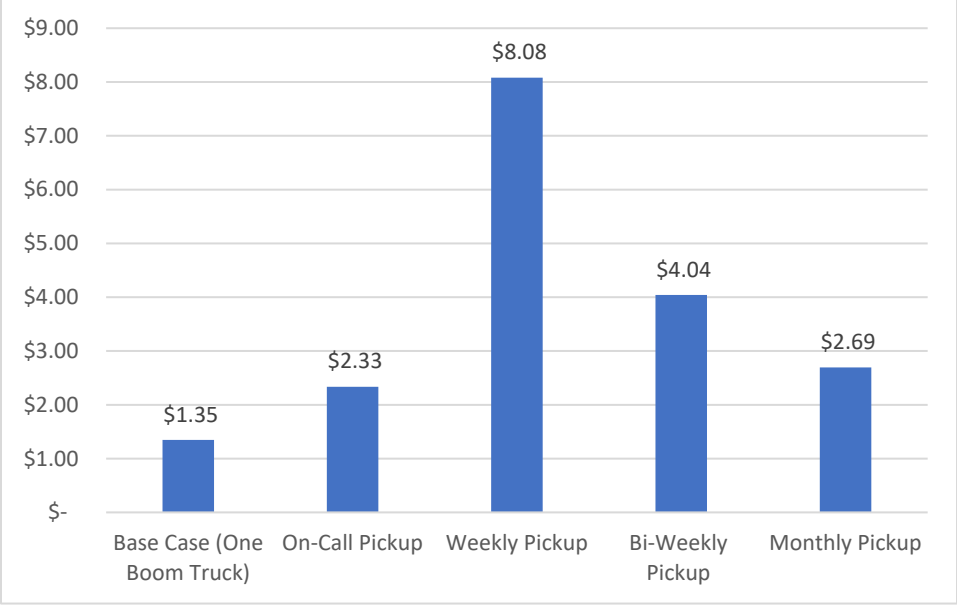
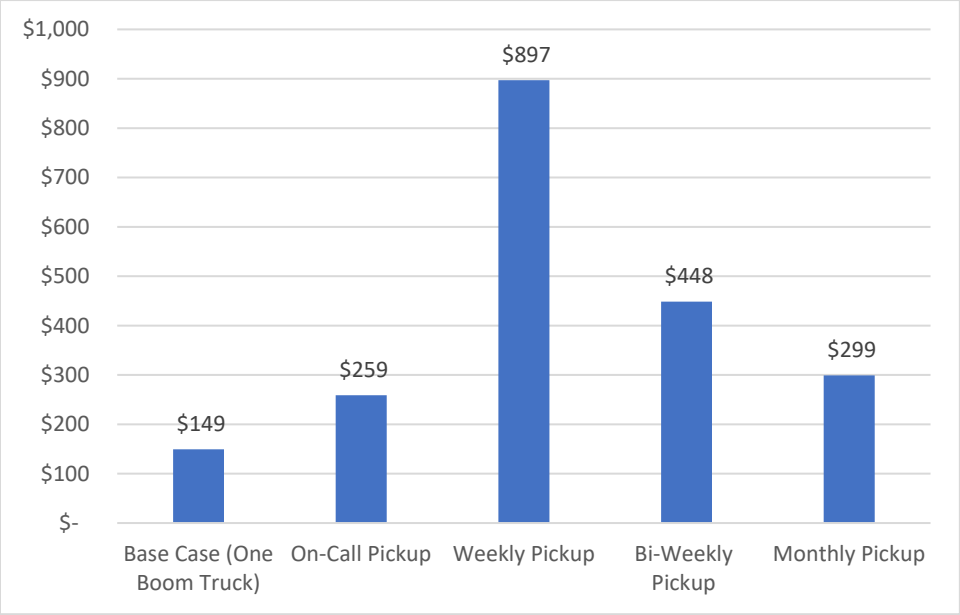


Figure 5-3 shows the same average cost escalation factor for cost per multi-family property per month.

Figure 5-3: Brush and Bulky Collection Cost per Multi-Family Property per Month



5.3.2 City-Operated Commercial Collection

Similarly, the City may consider a City-operated collection for brush and bulky items at commercial properties on an on-call, weekly, bi-weekly and monthly frequency. The same four pickup frequency scenarios are analyzed below. The following assumptions are used in this scenario:

- One boom truck route per year costs $202,711 (based on the cost of service analysis).
- Two equipment operators are assigned to one route for safety spotting of truck maneuvers and as backup equipment operator.
- When more than one route is needed, PWD utilizes one boom truck that stays on the route while a second boom truck shuttles material back and forth to the disposal location.
- A factor increase was added to less than weekly pickups for material accumulations.
- 209 pounds of brush and bulky items per commercial property per month (based on City data).
- 1,920 annual tons of brush and bulky items from all commercial properties.
- 434 commercial accounts based on City data.
- Shuttle truck transports 3.9 tons per trip on average to the disposal location.
- 30 minutes to collect each property set out and travel to the next pickup location.
- Eight accounts picked a workday, or 168 accounts monthly, in the base case scenario.
- On-call service assumes one account is picked up per workday, or 21 total accounts monthly.

Table 5-3 summarizes the route and cost impacts for the different service frequencies for brush and bulky item pickup at commercial properties. The analysis assumes 543 total tons a year of brush and bulky items are to be picked up from all commercial properties. This assumption is the base average brush and bulky items tonnage per household projected for businesses. Businesses are assumed to more frequently dispose of brush and bulky items via landscaping contractors and existing dumpster service, so fewer brush and bulky items must be picked up at the curb, resulting in less collection time at each set-out and fewer tons per set-out.

Table 5-3: Commercial Brush and Bulky Item Route Analysis

	Base Case	On-Call Pickup	Weekly Pickup	Bi-Weekly Pickup	Monthly Pickup
Routes Required	1.0	0.3	9.0	5.0	3.0
Total Route Cost per Year	$202,711	$57,267	$1,824,412	$1,013,562	$608,137
Cost per Property per Month	$100.55	$227.25	$350.31	$194.62	$116.77

Figure 5-4 shows weekly pickup is the most expensive option at $1,824,412 annually, requiring nine routes to service 100 commercial properties a workday. At $608,137 in annual expenses, monthly pickup is the least expensive recurring option, with three routes needed to pick up each commercial property once a month. At $202,711 annually, the base case picks up 8 properties a workday, or 168 commercial properties monthly, less than the 434 total properties. The Base Case is approximately a quarterly pickup frequency.

Considering that businesses may generate less bulky material, a Base Case or On-call scenario may be cost-effective by extending the time between pickups. On-call pickup excludes any costs associated with equipment and labor idle time. However, if the City utilizes potential idle equipment and staff to service other brush and bulky accounts, it will reduce the multi-family property on-call costs. The City may consider combining residential and commercial on-call brush and bulky service to reduce equipment and labor idle.

Figure 5-4: Commercial Brush and Bulky Route Cost per Year

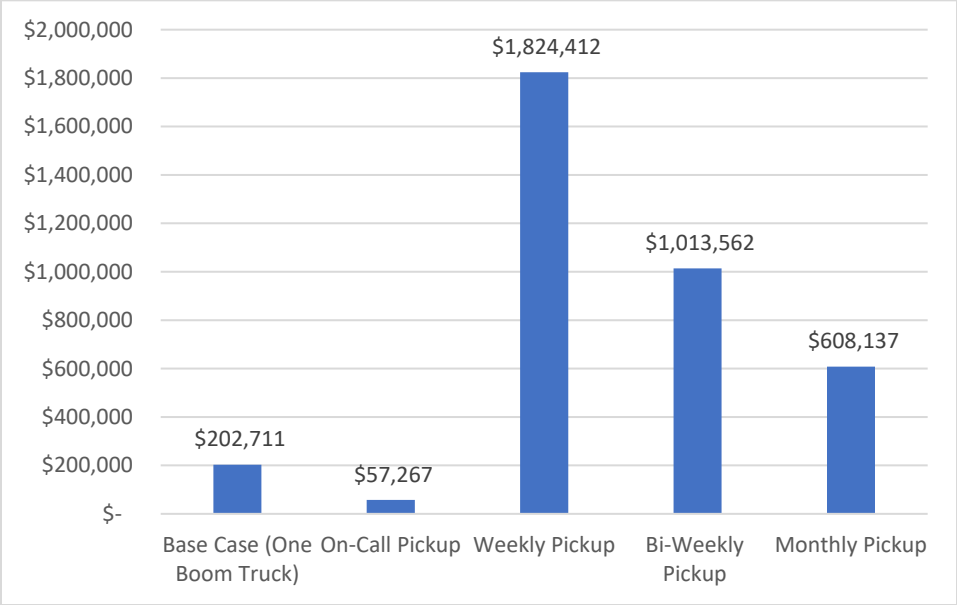
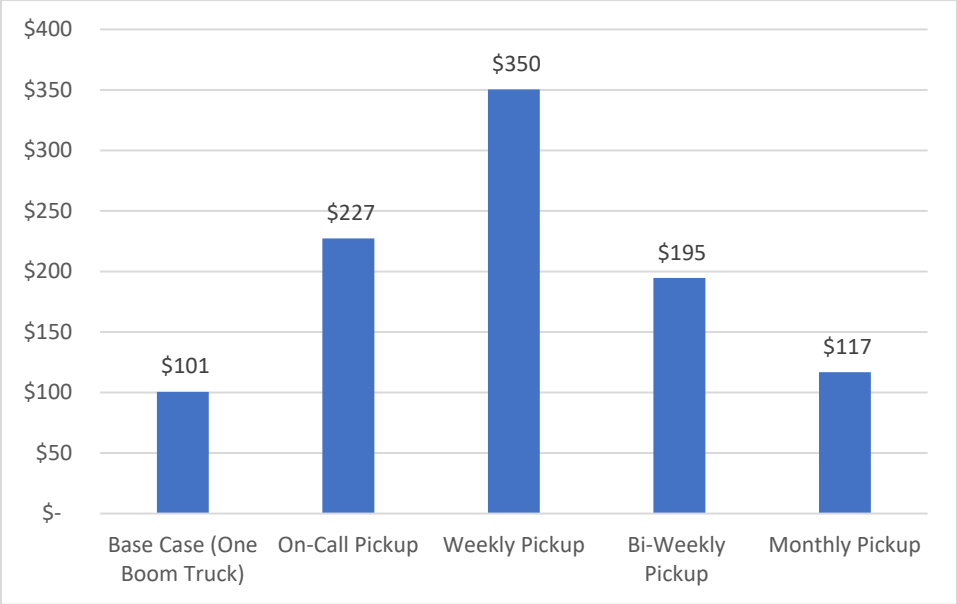


Figure 5-5 indicates the base case and monthly pickup to be the least expensive for property owners. On-call Pickup services one property a workday or 21 total properties, which increases the per property cost.

Figure 5-5: Commercial Brush and Bulky Route Cost per Property per Month



5.3.3 Private-Sector Multi-Family and Commercial Collection

The City may consider two private-sector collection options. The first option is to enforce existing rules or expand regulations for properties to manage waste, as described in Section 5.5. Existing rules do not allow for waste accumulations at multi-family and commercial properties. Business owners are expected to provide sufficient service to remove waste in a timely manner. The City may consider education, outreach and compliance efforts that provide technical assistance for waste management service provision and require properties to submit waste management plans to assist in those efforts. Section 5.5 provides further discussion of education, outreach and compliance options.

The second option the City may consider is supplementing existing brush and bulky item services with contracted private-sector services during peak move-out periods. The City could issue a Request for Proposals soliciting services similar to the storm debris removal services that are on-demand for peak periods. This option may provide the flexibility of increasing service during peak periods and reducing service demand during non-peak periods. The following cost estimate is based on similar service costs provided to other Texas cities. The cost estimate includes the following assumptions:

- 951 tons of brush and bulky material.
- Two routes operating for eight weeks.
- One supervisor and three equipment operators work 60-hour weeks for an eight week period.

The cost estimate assumes 50 percent of the total 1,902 total annual tons generated by multi-family properties will be collected in the move-out period. In addition, one supervisor can provide safety spotting for one driver, and the other two drivers work together for safety spotting. Private-sector collection may be combined with generator plans to work with commercial properties to establish setout requirements for what types of materials and safe, accessible setout locations.

Table 5-4 provides a cost estimate for private-sector collection services during peak demand.

Table 5-4: Private-Sector Collection Cost Estimate (Two Routes)

Cost Type	Cost
Hauling	$75,497
Disposal	$0
Labor	$196,800
Equipment Rental	$336,000
Total Cost	**$608,297**
Annual Cost per Multi-Family Property	**$5,383**
Annual Cost per Multi-Family Resident	**$48.50**

For example, Table 5-5 calculates the cost of one private sector route based on 476 tons, or 25 percent of 1,902 total annual tons. The actual cost may be lower depending on the time spent performing the service.

Table 5-5: Private-Sector Cost Estimate (One Route)

Cost Type	Cost
Hauling	$37,749
Disposal	$0
Labor	$98,400
Equipment Rental	$168,000
Total Cost	**$304.149**

Table 5-6 compares the cost difference between private and public-sector service provision. PWD may consider issuing a pilot RFP to understand further the service level needs and refine the total cost. In addition, existing service providers may bid on private-sector collection, rather than specialty seasonal contractors, which may reduce contract costs.

Table 5-6: Private-Sector & Public-Sector Cost Comparison

Service Type	Annual Cost
Private-Sector Collection (Two Routes)	$608,297
Private-Sector Collection (One Route)	$304,179
Public-Sector Collection (Monthly Service)	$405,425

5.4 Community Partnership

While the City has faced difficulties trying to partner with Community Services and non-profits in the past, the City may consider establishing community partnerships to assist in bulky items waste management during student move-out periods. Many similar cities with large student populations have established community partnerships to engage students in properly disposing of and reusing bulky items. These community partnerships are strategies to reduce bulky item accumulations and dumping but are not intended to manage all bulky items generated. The basic approach of the programs is to create bulky item drop-off locations close to the college campus area. Other cities partner with reuse organizations, such as Goodwill and Salvation Army, to provide labor and logistics support at the drop-off location to receive and haul off bulky items and other household items. Often, cities will engage university leadership, such as the dean of students office or the sustainability office, to align and promote the program to the student population. Sometimes, cities partner with multi-family property owners to utilize parking

lot space to host drop-off events. These programs require staffing, real estate, logistics, and other resources. Table 5-7 summarizes the advantages and disadvantages of such programs:

Table 5-7: Advantages and Disadvantages of Community Partnerships

Advantages	Disadvantages
Reduce the volume of bulky items for curbside pickup	Requires staffing, real estate, logistical and other resources that may not be available
Divert materials from landfill	On-going program support needed for success
Promote responsible waste management practices	Requires governmental resources to promote
Build community partnerships	May have limited responsible from the community

5.5 Education, Outreach and Compliance

The City may also engage in education, outreach and compliance to manage brush and bulky item materials from multi-family and commercial properties. It should be noted that PWD currently has a budget of $25,000 for outreach, printing, etc., but not for enforcement. Additional education, outreach and compliance require some level of resource allocation.

Guidance and support from the City can shape proper participation and positive brush and bulky item collections program engagement for multi-family and commercial generators, increasing customer satisfaction and enabling progress toward the City's goals. Often, multi-family and commercial entities desire to implement a waste management program; however, they lack the knowledge, time, or resources to initiate a program. Providing a dedicated service to assist them with overcoming these obstacles will lead to new, successful, and lasting recycling and diversion programs.

Education and outreach activities can positively impact and support enhancing the other options provided in this Study. Technical assistance programs assess and assist with proper waste management program engagement. Technical assistance programs include initial consultation for setting up a successful brush and bulky item program and evaluating existing programs for improvement. Services include identifying materials generated to be managed and providing a pathway for successful collection, storage, and transfer of materials. Programs typically include the following activities:

- Waste audits to assess the waste stream;
- Identify waste haulers;
- Develop collection infrastructure (e.g., collection areas, enclosures); and
- Develop employee and tenant educational materials.

Education and outreach programs can increase participation in waste management programs and improve program quality. However, these programs require ongoing City staffing and resources, and there is no built-in funding mechanism. Table 5-8 highlights the advantages and disadvantages associated with education and outreach programs.

Table 5-8: Education & Outreach Programs Advantages and Disadvantages

Advantages	Disadvantages
Promotes and assists with initiating new recycling programs	Voluntary participation limits the impact
Improves the quality of recycling programs	There is no funding mechanism to support the city's program
Encourages and incentivizes recycling programs	Requires governmental resources to be effective

The City may also consider compliance actions reactively or proactively. A reactive approach will involve city code compliance actions towards multi-family and commercial properties if they are not complying with proper waste disposal rules. However, businesses may view this approach as unfavorable.

The City may consider a generator plan ordinance that requires multi-family and commercial entities to develop brush and bulky item collection programs. Generator plan ordinances place the burden of compliance on multi-family and commercial businesses rather than haulers (or, in some cases, in addition to the haulers). For generator plan program development, the City must determine which multi-family commercial entities must comply. Many communities implementing this type of mandatory waste management program may choose to require compliance from all multi-family and commercial generators of solid waste or to grant exceptions to mandatory compliance based on the volume of waste generated, size of campus, and number of employees. It is important to note that providing exceptions can require more significant administration and compliance. Generator plan ordinances typically require that commercial establishments perform activities including, but not limited to, the following:

- Submit a waste management plan to the City which details the types of materials collected, frequency and method of collection and any other item that is specific to the community's requirements;
- Provide containers to collect material;
- Allocate storage area for materials;
- Design an educational program that continually educates program participants about the program guidelines and methods of source reduction; and
- Submit annual proof of compliance to the City, such as records detailing the type and amounts of materials collected, a copy of the service agreement with the hauler, a self-hauling certificate, or a receipt from the disposal facility.

The PWD is heavily involved in new development and redevelopment from ordinance resolutions, schematic design reviews and engineering calculations, to final certificate of occupancy inspections. Implementing technical assistance programs to help commercial entities meet the ordinance's minimum requirements is common. Several methods exist to identify commercial entities that do not comply with the ordinance. As discussed above, requiring plans and other written proof of compliance can be a primary method of ensuring compliance. However, other options include unannounced audits by City staff and tenant and hauler reporting of out-of-compliance locations. Compliance mechanisms geared toward commercial establishments typically include, but are not limited to, written warning of the violation, citation or fine that increases in amount with each consecutive offense, and in some extreme cases, the revocation of the business license. Requiring and enforcing generator plans has great potential to significantly increase proper disposal. However, some generators potentially view mandatory programs unfavorably. Table 5-9 highlights the advantages and disadvantages associated with generator plans.

Table 5-9: Generator Plan Advantages and Disadvantages

Advantages	Disadvantages
Potential to significantly increase proper disposal.	Mandatory participation may be viewed unfavorably.
Broadens the impact across many commercial generators.	Costs to commercial entities for implementation could be perceived as tax.

In summary, education, outreach, and compliance efforts are most effective when partnering with multi-family and commercial properties. The efforts often work together to reach out to and educate business owners on how to manage waste properly. The waste management generator plans then document the efforts for effective waste management service provision.

5.6 Key Findings

The following key findings support the corresponding recommendation in the subsequent section:

1. **Contracted Service May be a Viable Option**. Contracted service during peak-demand move-out periods may be an effective option for removing waste during peak periods without adding additional City equipment and headcount.
2. **Monthly Pickup is the Most Cost-Effective**. Monthly pickup is the least expensive program option for multi-family and commercial properties. It optimizes the travel and collection time required by arriving at pickup locations with sufficient material to be collected. PWD may consider a monthly pickup service for multi-family properties and an on-call service for commercial properties to optimize both services.
3. **Commercial Service Levels Uncertain**. Commercial businesses may not need monthly pickup service due to access to dumpsters and other private waste management services.
4. **Community Partnerships May be Resource Intensive**. PWD may not have the resources necessary to sustain a community partnership approach but could explore the option if other stakeholders are willing to provide resources.
5. **Education, Outreach and Compliance**. A generator plan ordinance could assist PWD in a brush and bulky item pickup program by engaging properties to submit plans with safe and accessible pickup locations

5.7 Recommendations

The following recommendations are offered for City consideration:

1. **Seasonally Contract Private-Sector Service.** The City should consider seasonally contracting private-sector service to meet peak move-out period demand when service is most needed.
2. **Reassess Feasibility of City-Operated Service.** If the City decides to operate brush and bulky item pickup, a monthly pickup frequency is the least expensive option.
3. **Poll Commercial Businesses Regrading Brush and Bulk Pickup Needs.** The City could poll commercial businesses to inquire about their interest in brush and bulky item pickup services.
4. **Engage Division of Student Affairs: Off-Campus Student Housing.** The City may consider engaging the Division of Student Affairs: Off-Campus Student Housing to see if the university is willing to provide resources for a potential community partnership.
5. **Issue Generator Plan Ordinance.** In any scenario, the City may consider issuing a generator plan ordinance that requires multi-family and commercial properties to submit a plan with information that will assist the City in a collection program, such as verifying accessible locations for material pick up.

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6.0 Proposed Rates

This section provides a summary of the rates that Burns & McDonnell recommends in order for the City to fully recover its revenue requirement through the five-year forecast. The revenue for FY 2025 through FY 2029 reflects the proposed rates and projected service level demand.

6.1 Approach to Proposed Rates

Burns & McDonnell's rate recommendations aim to address customer net revenue under-recovery with revenue enhancements. It is recommended that the City implement a larger rate increase in FY 2026 and then annually index rates to the annual change in the Garbage and Trash Index (CPI-G&T), rather than the Consumer Price Index (CPI-U). In this analysis, the annual change in the CPI-G&T is assumed to be five percent.

6.1.1 Fee Structure Equity

As was shown in Table 2-23, the current commercial front load rates are the only solid waste rates that recover the full cost of service in FY 2025. To increase fee structure equity, the proposed rate increases for commercial front load customers is lower than the proposed rate increases for single-family, multi-family, commercial cart, and roll-off customers.

6.2 Annual Rate Adjustment Summary

Table 6-1 shows the base rate percentage increases by customer class for FY 2025 through FY 2029.

Table 6-1: Proposed Rate Increase Percentages

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Single-Family	3%	10%	5%	5%	5%
Multi-Family	3%	10%	5%	5%	5%
Commercial Front Load	3%	5%	5%	5%	5%
Commercial Cart	3%	5%	5%	5%	5%
Roll-Off	3%	10%	5%	5%	5%

6.3 Single-Family

Table 6-2 shows the proposed residential rates based on the percentage increases identified in Table 6-1. This monthly rate covers all residential services described in Section 2.3.2.

Table 6-2: Proposed Monthly Rates for Single-Family Customers

	Current Rate	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Base Rate	$20.25	$20.86	$22.94	$24.09	$25.29	$26.56
Additional Cart	$14.25	$14.68	$16.15	$16.95	$17.80	$18.69

6.4 Multi-Family

The proposed multi-family rates, based on the percentage increases identified in Table 6-1, are presented in Table 6-3. This monthly rate covers all multi-family services described in Section 2.3.3.

Table 6-3: Proposed Monthly Rates for Multi-Family Customers

	Current Rate	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Base Rate	$9.25	$9.53	$10.48	$11.00	$11.55	$12.13

6.5 Commercial Front Load

Table 6-4 presents the proposed commercial front load rates based on the percentage increases identified in Table 6-1.

Table 6-4: Proposed Monthly Rates for Commercial Front Load Customers

Current Rates	Collections per Week					
	1	2	3	4	5	6
2 CY Compactor	$175.00	$347.25	$522.50	$696.00	$867.25	$1,042.00
3 CY Compactor	$204.25	$408.13	$612.38	$816.50	$1,020.00	$1,224.63
4 CY Compactor	$233.50	$469.00	$702.25	$937.00	$1,172.75	$1,407.25
6 CY Compactor	$314.50	$632.75	$948.25	$1,264.00	$1,578.75	$1,894.00
4 CY Dumpster	$210.25	$279.00	$343.50	$417.00	$489.25	$553.00
8 CY Dumpster	$258.50	$359.00	$459.00	$556.50	$658.00	$754.25
FY 2025	**Collections per Week**					
	1	2	3	4	5	6
2 CY Compactor	$180.25	$357.67	$538.18	$716.88	$893.27	$1,073.26
3 CY Compactor	$210.38	$420.37	$630.75	$841.00	$1,050.60	$1,261.36
4 CY Compactor	$240.51	$483.07	$723.32	$965.11	$1,207.93	$1,449.47
6 CY Compactor	$323.94	$651.73	$976.70	$1,301.92	$1,626.11	$1,950.82
4 CY Dumpster	$216.56	$287.37	$353.81	$429.51	$503.93	$569.59
8 CY Dumpster	$266.26	$369.77	$472.77	$573.20	$677.74	$776.88
FY 2026	**Collections per Week**					
	1	2	3	4	5	6
2 CY Compactor	$189.26	$375.55	$565.08	$752.72	$937.93	$1,126.92
3 CY Compactor	$220.90	$441.39	$662.28	$883.04	$1,103.13	$1,324.43
4 CY Compactor	$252.53	$507.22	$759.48	$1,013.37	$1,268.33	$1,521.94
6 CY Compactor	$340.13	$684.32	$1,025.53	$1,367.02	$1,707.42	$2,048.36
4 CY Dumpster	$227.39	$301.74	$371.50	$450.99	$529.12	$598.07
8 CY Dumpster	$279.57	$388.26	$496.41	$601.85	$711.63	$815.72
FY 2027	**Collections per Week**					
	1	2	3	4	5	6
2 CY Compactor	$198.73	$394.33	$593.34	$790.36	$984.83	$1,183.27
3 CY Compactor	$231.94	$463.46	$695.40	$927.20	$1,158.29	$1,390.65
4 CY Compactor	$265.16	$532.58	$797.46	$1,064.03	$1,331.75	$1,598.04
6 CY Compactor	$357.14	$718.54	$1,076.81	$1,435.37	$1,792.79	$2,150.78

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4 CY Dumpster	$238.75	$316.83	$390.07	$473.53	$555.58	$627.97
8 CY Dumpster	$293.55	$407.67	$521.23	$631.95	$747.21	$856.51
FY 2028	**Collections per Week**					
	1	**2**	**3**	**4**	**5**	**6**
2 CY Compactor	$208.66	$414.04	$623.00	$829.88	$1,034.07	$1,242.43
3 CY Compactor	$243.54	$486.63	$730.17	$973.56	$1,216.20	$1,460.19
4 CY Compactor	$278.41	$559.21	$837.33	$1,117.24	$1,398.33	$1,677.94
6 CY Compactor	$375.00	$754.46	$1,130.65	$1,507.14	$1,882.43	$2,258.32
4 CY Dumpster	$250.69	$332.67	$409.57	$497.21	$583.36	$659.37
8 CY Dumpster	$308.22	$428.05	$547.29	$663.54	$784.57	$899.33
FY 2029	**Collections per Week**					
	1	**2**	**3**	**4**	**5**	**6**
2 CY Compactor	$219.10	$434.75	$654.16	$871.37	$1,085.77	$1,304.55
3 CY Compactor	$255.72	$510.96	$766.68	$1,022.23	$1,277.01	$1,533.20
4 CY Compactor	$292.34	$587.17	$879.20	$1,173.10	$1,468.25	$1,761.84
6 CY Compactor	$393.75	$792.18	$1,187.18	$1,582.49	$1,976.55	$2,371.23
4 CY Dumpster	$263.23	$349.30	$430.05	$522.07	$612.53	$692.34
8 CY Dumpster	$323.63	$449.46	$574.65	$696.72	$823.80	$944.30

6.6 Commercial Cart

The proposed commercial cart rates, based on the percentage increases identified in Table 6-1, are shown in Table 6-5.

Table 6-5: Proposed Monthly Rates for Commercial Cart Customers

Current Rates	**Collections per Week**					
	1	**2**	**3**	**4**	**5**	**6**
95 Gallon Container	$22.75	$46.50	$69.75	$91.25	$114.00	$134.50
300 Gallon Container	$167.50	$220.75	$268.75	$317.00	$367.75	$426.00
FY 2025	**Collections per Week**					
	1	**2**	**3**	**4**	**5**	**6**
95 Gallon Container	$23.43	$47.90	$71.84	$93.99	$117.42	$138.54
300 Gallon Container	$172.53	$227.37	$276.81	$326.51	$378.78	$438.78
FY 2026	**Collections per Week**					
	1	**2**	**3**	**4**	**5**	**6**
95 Gallon Container	$24.60	$50.29	$75.43	$98.69	$123.29	$145.46
300 Gallon Container	$181.15	$238.74	$290.65	$342.84	$397.72	$460.72
FY 2027	**Collections per Week**					
	1	**2**	**3**	**4**	**5**	**6**
95 Gallon Container	$25.83	$52.80	$79.21	$103.62	$129.46	$152.73
300 Gallon Container	$190.21	$250.68	$305.19	$359.98	$417.61	$483.75

FY 2028	Collections per Week					
	1	2	3	4	5	6
95 Gallon Container	$27.13	$55.44	$83.17	$108.80	$135.93	$160.37
300 Gallon Container	$199.72	$263.21	$320.45	$377.98	$438.49	$507.94
FY 2029	**Collections per Week**					
	1	2	3	4	5	6
95 Gallon Container	$28.48	$58.22	$87.33	$114.24	$142.72	$168.39
300 Gallon Container	$209.71	$276.37	$336.47	$396.87	$460.41	$533.34

6.7 Roll-Off

Table 6-6 presents the proposed rates for roll-off customers based on the percentage increases identified in Table 6-1.

Table 6-6: Proposed Rates for Roll-Off Customers

	Current Rate	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Delivery and Set Up Fee	$48.25	$49.70	$54.67	$57.40	$60.27	$63.28
Daily Rental Fee						
20 CY	$5.00	$5.15	$5.67	$5.95	$6.25	$6.56
30 CY	$5.25	$5.41	$5.95	$6.25	$6.56	$6.89
40 CY	$5.50	$5.67	$6.23	$6.54	$6.87	$7.21
Service per Load + per Ton Landfill Charge	$223.00	$229.69	$252.66	$265.29	$278.56	$292.48

6.8 Net Revenue from Proposed Rates

Burns & McDonnell evaluated the net rate revenue by comparing the Revenue Requirement to the projected revenue using the proposed rate structure. Table 6-7 summarizes this evaluation for each customer class and Schedule 12 in Appendix A provides additional detail. A positive number means the City is generating enough revenue from the customer to fully cover the cost of service. A negative number means the proposed rates do not fully cover the cost of service.

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Table 6-7: Net Revenue by Customer Class – Proposed Rates

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Single-Family					
Revenue	$7,233,523	$8,116,013	$8,692,250	$9,309,399	$9,970,367
Revenue Requirement	($9,465,953)	($9,580,199)	($9,759,407)	($10,212,302)	($10,406,588)
Net Revenue[1]	**($2,232,430)**	**($1,464,187)**	**($1,067,157)**	**($902,903)**	**($436,222)**
Multi-Family					
Revenue	$1,283,482	$1,440,067	$1,542,312	$1,651,816	$1,769,095
Revenue Requirement	($2,073,875)	($2,212,271)	($2,246,176)	($2,256,917)	($2,372,047)
Net Revenue[1]	**($790,393)**	**($772,204)**	**($703,864)**	**($605,101)**	**($602,952)**
Commercial Front Load					
Revenue	$4,581,578	$4,906,870	$5,255,258	$5,628,381	$6,027,996
Revenue Requirement	($1,781,176)	($1,949,201)	($1,975,697)	($1,982,582)	($2,170,004)
Net Revenue[1]	**$2,800,402**	**$2,957,669**	**$3,279,561**	**$3,645,799**	**$3,857,992**
Commercial Cart					
Revenue	$316,119	$338,564	$362,602	$388,346	$415,919
Revenue Requirement	($462,198)	($484,413)	($492,497)	($495,376)	($498,252)
Net Revenue[1]	**($146,079)**	**($145,849)**	**($129,896)**	**($107,029)**	**($82,333)**
Roll-Off					
Revenue	$389,562	$450,202	$496,631	$547,849	$604,348
Revenue Requirement	($909,485)	($974,977)	($1,109,782)	($1,115,312)	($1,115,422)
Net Revenue[1]	**($519,923)**	**($524,775)**	**($613,151)**	**($567,463)**	**($511,073)**
Total Revenue[1]	$13,804,265	$15,251,715	$16,349,052	$17,525,791	$18,787,725
Total Revenue Requirement[1]	($14,692,688)	($15,201,060)	($15,583,559)	($16,062,489)	($16,562,313)
Total Net Revenue[1]	**($888,423)**	**$50,655**	**$765,493**	**$1,463,302**	**$2,225,412**
Cumulative Net Revenue[1]	($888,423)	($837,768)	($72,275)	$1,391,027	$3,616,438

1. Values may not calculate exactly due to rounding.

While the net revenue from all customer classes would increase if proposed rates were implemented In FY 2026, all of the City's collection rates, with exception to commercial front load rates, would still under recover the full cost of service, as shown in Figure 6-1.

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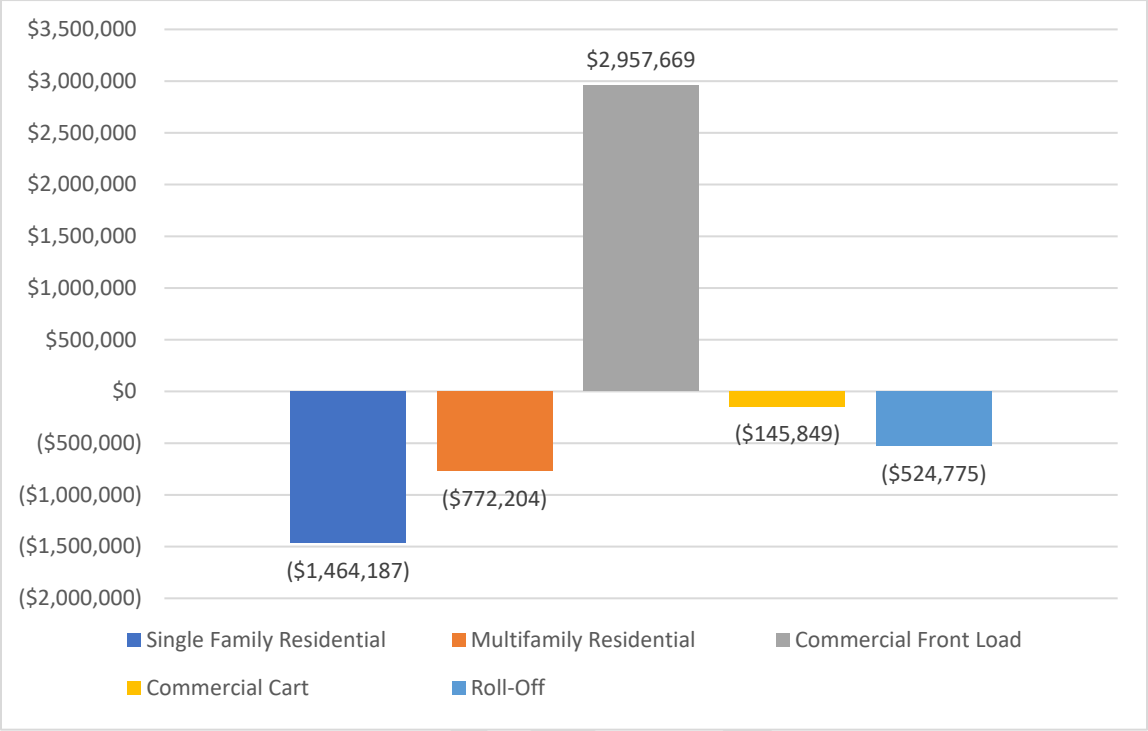
Figure 6-1: FY 2026 Net Revenue from Proposed Rates by Customer Class



6.9 Financial Policies

The City's financial policy requires an operating reserve of 65 days' worth of total annual operating expenses, presented in Table 6-8 for the five years of the forecast. With the proposed rates, the City would be operating above the annual reserve requirement.

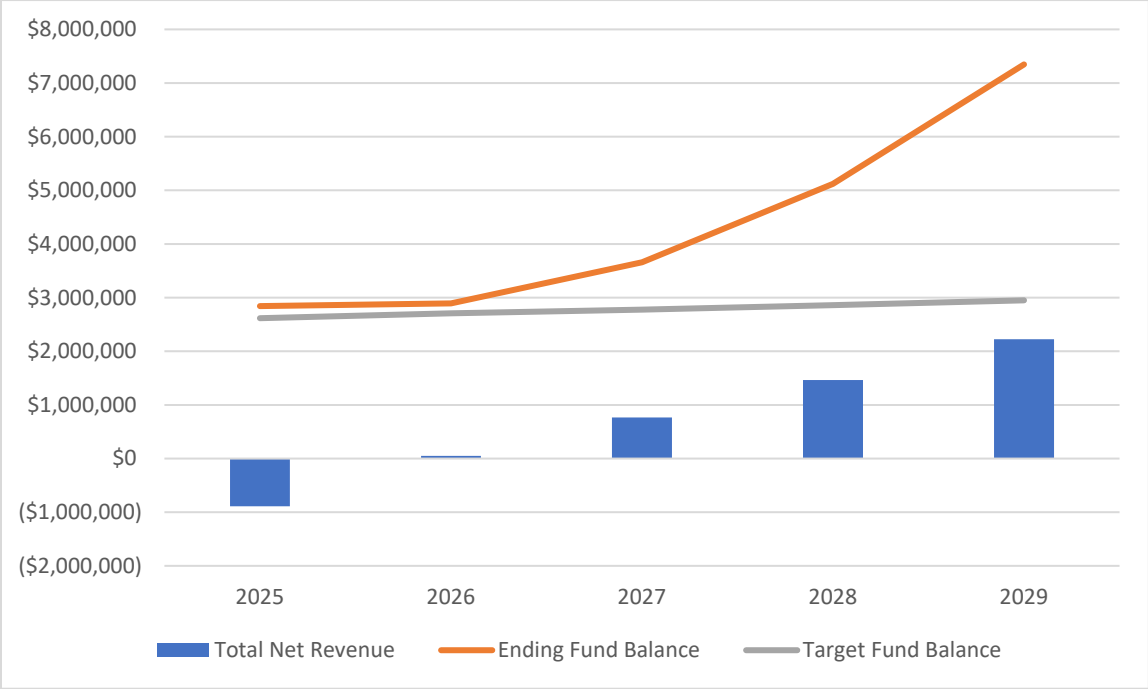
Table 6-8: Over/Under Reserve Requirement

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Target Fund Balance[1]	$2,616,506	$2,707,038	$2,775,154	$2,860,443	$2,949,453
Beginning Fund Balance	$3,730,590	$2,842,167	$2,892,822	$3,658,315	$5,121,617
Total Net Revenue	($888,423)	$50,655	$765,493	$1,463,302	$2,225,412
Ending Fund Balance[2]	**$2,842,167**	**$2,892,822**	**$3,658,315**	**$5,121,617**	**$7,347,028**
Over/Under Reserve Requirement	**$225,661**	**$185,783**	**$883,160**	**$2,261,173**	**$4,397,575**

1. Target fund balance is 65 days' worth of total annual operating expenses.
2. Values may not calculate exactly due to rounding.

Figure 6-2 graphically shows the cash flow of the fund throughout the five-year forecast, as presented in Table 6-8.

Figure 6-2: Solid Waste Fund Balance Under Proposed Rates (FY 2025 – FY 2029)



6.10 Sensitivity Analysis

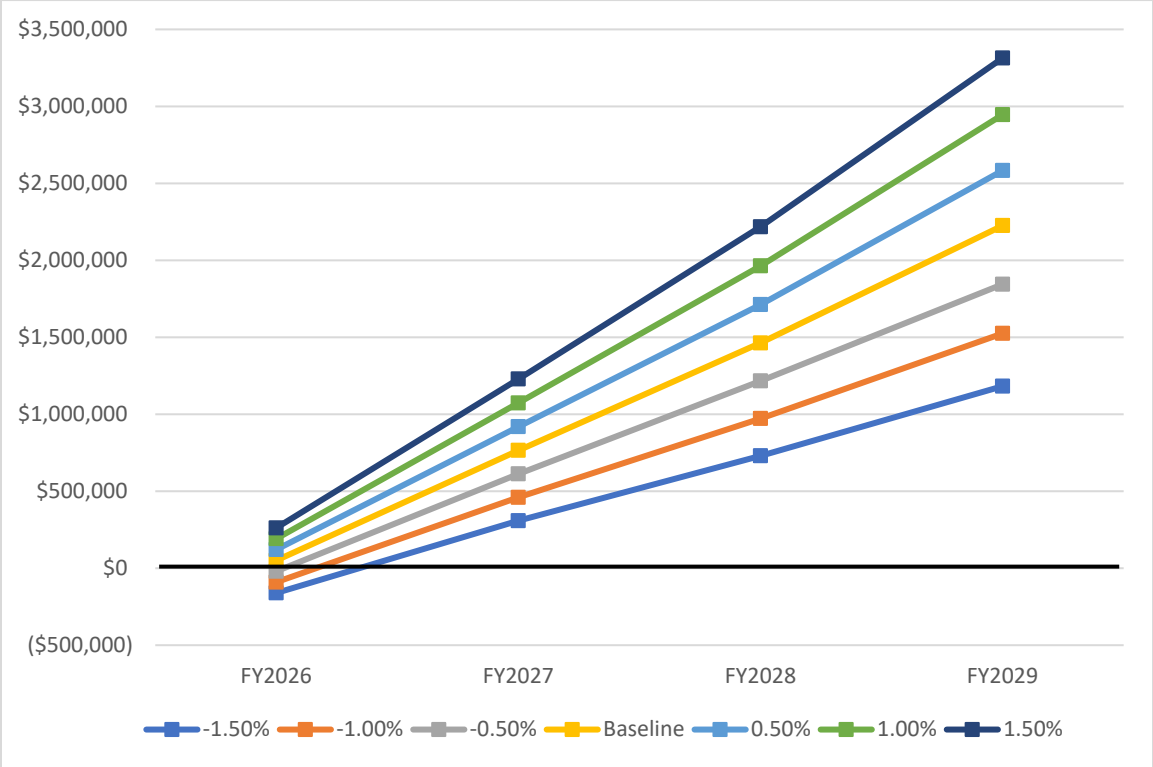
Burns & McDonnell conducted a sensitivity analysis to assess how adjusting the baseline proposed rates, as presented in Table 6-1, affects the year in which the City's net revenue becomes positive. In this analysis, all proposed rates for from FY 2026 through 2029 were uniformly increased or decreased by 0.5 percent. The proposed three percent increase in FY 2025 has not been adjusted in this analysis, as the three percent increase will not change. The resulting variations in net revenue due to these proposed rate adjustments are detailed in Table 6-9.

Table 6-9: Net Revenue from Proposed Rates – Sensitivity Analysis

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
-1.50%	($888,423)	($160,729)	$308,583	$730,137	$1,182,291
-1.00%	($888,423)	($90,268)	$460,167	$972,207	$1,525,041
-0.50%	($888,423)	($19,807)	$612,470	$1,216,591	$1,844,435
Baseline	($888,423)	$50,655	$765,493	$1,463,302	$2,225,412
0.50%	($888,423)	$121,116	$919,235	$1,712,349	$2,583,127
1.00%	($888,423)	$191,577	$1,073,697	$1,963,745	$2,945,926
1.50%	($888,423)	$262,039	$1,228,878	$2,217,500	$3,313,857

If the proposed rates are decreased by 0.5 percent, the City's net revenue becomes positive in FY 2027. Conversely, if the proposed rates are increased by 0.5 percent, the City's net revenue becomes positive in FY 2026. These findings are graphically presented in Figure 6-3.

Figure 6-3: Net Revenue from Proposed Rates



6.11 Key Findings

This section presents Burns & McDonnell's key findings based on the proposed rate analysis. The following key findings support the recommendations in the subsequent section:

1. **Equity Amongst Rates.** Rate adjustments can increase equity amongst solid waste rates and decrease the PWD's dependence on commercial front load revenue.
2. **Target Reserve Requirement.** With the proposed rate changes, the City will be able to maintain its target reserve requirement.

6.12 Recommendations

The following recommendations are offered for City consideration:

1. For single-family customers, implement a 10.0 percent rate increase in FY 2026 and a 5.0 percent increase for each of the following years of the forecast.
2. For multi-family customers, implement a 10.0 percent rate increase in FY 2026 and a 5.0 percent increase for each of the following years of the forecast.
3. For commercial front load customers, implement a 5.0 percent increase in FY 2026 and for each of the following years of the forecast.
4. For commercial cart customers, implement a 5.0 percent increase in FY 2026 and for each of the following years of the forecast.
5. For roll-off customers, implement a 10.0 percent rate increase in FY 2026 and a 5.0 percent increase in each of the following years of the forecast.

APPENDIX A – COST OF SERVICE SCHEDULES & WORKSHEETS

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Index	Document Name	Description
Schedule 1	Test Year	Reflects the baseline cost of all operations.
Schedule 2	Forecast	Reflects the projected costs between FY 2025 - FY 2029. See the "Inputs" worksheet for the basis of these cost escalations. Please draw your attention to the selections for the cost escalations to provide any feedback on how the revenue requirement is expected to increase year over year.
Schedule 3	Year 1 Allocations	Reflects how costs are allocated across the various cost centers of the operation for the first year of the forecast. Allocation methodology is identified in the "Year 1 Allocation Summary" worksheet and is consistent across Years 2 - 5 in the model. Please draw your attention to the selections for the allocations to provide any feedback on how dollars are allocated to the various cost centers.
Schedule 4	Revenue Requirement	Compiles the results of the Year 1 - 5 sheets into a single matrix.
Schedule 5	Current Revenue	Reflects projected revenue based on current collection rates and the "Projected Billing Units" worksheet.
Schedule 6	Net Revenue	Reflects net revenue calculations broken down by customer class.
Schedule 7	Single-Family COS	Reflects single-family costs across the various cost centers broken down by the number of customer accounts.
Schedule 8	Multifamily COS	Reflects multifamily costs across the various cost centers broken down by the number of customer accounts.
Schedule 9	Commercial Front Load COS	Reflects commercial front load costs across the various cost centers broken down by container size and collection frequency.
Schedule 10	Commercial Cart COS	Reflects commercial cart costs across the various cost centers broken down by container size and collection frequency.
Schedule 11	Roll-off COS	Reflects roll-off costs across the various cost centers broken down by container size and collection frequency.
Schedule 12	Net Revenue - Proposed Rates	Reflects net revenue calculations broken down by customer class, based on proposed rates.
Worksheet 1	Inputs	Reflects assumptions of inflation and forecasting growth rates used throughout the model.
Worksheet 2	Personnel	Reflects all current and planned hires and the basis of allocation across the various cost centers of the operation. Please confirm that the staffing mix and allocations are reflective of the current solid waste operations.
Worksheet 3	Equipment Replacement	Reflects the current and planned equipment stock and the basis of allocation across the various cost centers of the operation.
Worksheet 4	Year 1 Allocation Summary	Reflects the basis of allocation in the Year 1 as informed by the "Personnel," "Equipment Replacement," and "Capital Improvement Plan" worksheets. Allocation methodology is consistent across Years 2 -5 Allocation Summary tables.
Worksheet 5	Projected Billing Units	Reflects model assumptions of current billing units and projected growth. Please identify any billing units that seem over or understated to make sure we have the customers broken down accurately based on the current service demand.

Organization	Object	Character Code	FY 2021 Actuals	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Budget	Adjustments	Test Year
214C09 - CO2009								
Sanitation Fund	6636 - Debt-Principal Pmts-CO	6L - Debt Exp - Principal	$250,000					$0
Sanitation Fund	6646 - Debt-Interest Pmts-CO	6M - Debt Exp - Interest	$5,000					$0
			$255,000	**$0**	**$0**	**$0**	**$0**	**$0**
214G179 - GO2017R								
Sanitation Fund	6633 - Debt-Principal Pmts-GOB	6L - Debt Exp - Principal		$230,000	$240,000	$260,000		$260,000
Sanitation Fund	6643 - Debt-Interest Pmts-GOB	6M - Debt Exp - Interest	$99,050	$93,300	$81,550	$69,100		$69,100
			$99,050	**$323,300**	**$321,550**	**$329,100**	**$0**	**$329,100**
52140780 - Residential								
Solid Waste Fund	5011 - Salaries-Full Time Labor	50 - Salaries/Benefit Exp	$1,049,362	$1,162,423	$1,312,279	$1,486,252		$1,486,252
Solid Waste Fund	5012 - Salaries-Part Time Labor w Ben	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5013 - Salaries-Temp/Seasonal/PTNB	50 - Salaries/Benefit Exp	$124					$0
Solid Waste Fund	5014 - Salaries-Overtime	50 - Salaries/Benefit Exp	$159,317	$167,014	$220,070	$100,000		$100,000
Solid Waste Fund	5016 - Salaries-Standby	50 - Salaries/Benefit Exp	$4,920	$5,760	$5,910	$8,300		$8,300
Solid Waste Fund	5018 - Salaries-Language Pay	50 - Salaries/Benefit Exp	$162		$40			$0
Solid Waste Fund	5019 - Salaries-Incentive Pay	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5020 - Salaries-Bonuses	50 - Salaries/Benefit Exp		$28,267	$15,000			$0
Solid Waste Fund	5021 - Salaries-Cell Allowance	50 - Salaries/Benefit Exp	$237	$525	$496	$582		$582
Solid Waste Fund	5022 - Salaries-Holiday Pay	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5023 - Salaries-GTL Greater Than 50	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5025 - Salaries-Admin Leave(Covid-19)	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5027 - Salaries-Hiring Freeze	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5050 - Benefits-FICA	50 - Salaries/Benefit Exp	$87,143	$99,919	$114,406	$117,017		$117,017
Solid Waste Fund	5051 - Benefits-Retirement	50 - Salaries/Benefit Exp	$170,883	$194,127	$230,494	$242,835		$242,835
Solid Waste Fund	5053 - Benefits-Retire Oblg	50 - Salaries/Benefit Exp	$35,808	$38,532	$43,620	$45,994		$45,994
Solid Waste Fund	5055 - Benefits-Group Health Ins	50 - Salaries/Benefit Exp	$316,000	$381,256	$437,085	$404,771		$404,771
Solid Waste Fund	5056 - Benefits-Group Life Insurance	50 - Salaries/Benefit Exp	$3,013	$3,199	$3,647	$3,613		$3,613
Solid Waste Fund	5057 - Benefits-Workers Comp Ins	50 - Salaries/Benefit Exp	$22,203	$23,775	$28,502	$34,225		$34,225
Solid Waste Fund	5058 - Benefits-Unemployment Comp Ins	50 - Salaries/Benefit Exp				$1,830		$1,830
Solid Waste Fund	5059 - Benefits-Educational Reimburse	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5060 - Benefits-Gym Membership	50 - Salaries/Benefit Exp	$622	$580	$740	$660		$660
Solid Waste Fund	5061 - Benefits-Car Allowance	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5063 - Benefits-Taxable Benefits	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5064 - Benefits-Miscellaneous	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5101 - Supplies-Office Supplies	51 - Supplies Exp	$7,620	$1,689	$5,970	$3,430		$3,430
Solid Waste Fund	5102 - Supplies-Minor Equip/Tools	51 - Supplies Exp	$2,050	$2,591	$2,909	$3,470		$3,470
Solid Waste Fund	5104 - Supplies-Veh/Equip-Fuel & Oil	51 - Supplies Exp	$187,568	$338,474	$309,938	$341,000		$341,000
Solid Waste Fund	5105 - Supplies-Vehicle/Equip-Parts	51 - Supplies Exp						$0
Solid Waste Fund	5106 - Supplies-Veh/Equip-Radio/Pager	51 - Supplies Exp						$0
Solid Waste Fund	5107 - Supplies-Garbage Containers	51 - Supplies Exp	$47,313	$59,236	$62,907	$66,760		$66,760
Solid Waste Fund	5108 - Supplies-Chemicals/Pesticides	51 - Supplies Exp						$0
Solid Waste Fund	5109 - Supplies-Janitorial	51 - Supplies Exp	$486			$1,760		$1,760
Solid Waste Fund	5111 - Supplies-Medical	51 - Supplies Exp						$0
Solid Waste Fund	5112 - Supplies-Computer Hdw/Sftw/Oth	51 - Supplies Exp	$280	$893	$2,479			$0
Solid Waste Fund	5114 - Supplies-Food & Beverages	51 - Supplies Exp						$0
Solid Waste Fund	5115 - Supplies-Promotional	51 - Supplies Exp						$0
Solid Waste Fund	5116 - Supplies-Goodwill	51 - Supplies Exp	$2,596	$3,535	$6,196	$3,710		$3,710
Solid Waste Fund	5119 - Supplies-Testing	51 - Supplies Exp			$187			$0
Solid Waste Fund	5120 - Supplies-Clothing/Uniforms	51 - Supplies Exp	$7,785	$12,221	$21,902	$10,310		$10,310
Solid Waste Fund	5121 - Supplies-Awards	51 - Supplies Exp			$125			$0
Solid Waste Fund	5122 - Supplies-Safety	51 - Supplies Exp	$5,488	$6,436	$14,569	$7,920		$7,920
Solid Waste Fund	5199 - Supplies-Miscellaneous	51 - Supplies Exp	$1,297	$1,090	$691	$660		$660
Solid Waste Fund	5200 - Maint-Office Equip/Furn	52 - Maintenance Exp						$0
Solid Waste Fund	5201 - Maint-Computer Hdw/Sftw/Other	52 - Maintenance Exp	$130	-	$35	$260		$260
Solid Waste Fund	5203 - Maint-Fleet Chgs	52 - Maintenance Exp	$410,076	$410,076	$502,044	$524,616		$524,616
Solid Waste Fund	5204 - Maint-Machinery/Tools	52 - Maintenance Exp						$0
Solid Waste Fund	5205 - Maint-Heavy Equipment	52 - Maintenance Exp	$1,002	$550	$600	$1,150		$1,150
Solid Waste Fund	5206 - Maint-Radio/Pager/Phone	52 - Maintenance Exp				$3,160		$3,160
Solid Waste Fund	5211 - Maint-Buildings/Structures	52 - Maintenance Exp						$0
Solid Waste Fund	5214 - Maint-Vehicles	52 - Maintenance Exp						$0
Solid Waste Fund	5299 - Maint-Miscellaneous	52 - Maintenance Exp			$5,390	$5,250		$5,250

Organization	Object	Character Code	FY 2021 Actuals	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Budget	Adjustments	Test Year
Solid Waste Fund	5303 - Prof Svcs-Engineer/Survey	53 - Prof Svcs Exp						$0
Solid Waste Fund	5304 - Prof Svcs-Special Studies	53 - Prof Svcs Exp						$0
Solid Waste Fund	5305 - Prof Svcs-Medical	53 - Prof Svcs Exp						$0
Solid Waste Fund	5306 - Prof Svcs-Drug Testing	53 - Prof Svcs Exp	$810		$175	$2,370		$2,370
Solid Waste Fund	5307 - Prof Svcs-Pre-Employment Costs	53 - Prof Svcs Exp	$376	$497	$673	$790		$790
Solid Waste Fund	5309 - Prof Svcs-Janitorial	53 - Prof Svcs Exp						$0
Solid Waste Fund	5310 - Prof Svcs-Landscaping	53 - Prof Svcs Exp						$0
Solid Waste Fund	5314 - Prof Svcs-Inspections/Licenses	53 - Prof Svcs Exp						$0
Solid Waste Fund	5315 - Prof Svcs-Contract Labor	53 - Prof Svcs Exp	$943,101	$884,467	$998,127	$1,025,300	$489,914	$1,515,214
Solid Waste Fund	5399 - Prof Svcs-Miscellaneous	53 - Prof Svcs Exp			$84,264	$231,950		$231,950
Solid Waste Fund	5400 - Utilities-Electric	54 - Utilities Exp						$0
Solid Waste Fund	5401 - Utilities-Natural Gas	54 - Utilities Exp						$0
Solid Waste Fund	5402 - Utilities-Water	54 - Utilities Exp						$0
Solid Waste Fund	5403 - Utilities-Wastewater	54 - Utilities Exp						$0
Solid Waste Fund	5404 - Utilities-Local Phone	54 - Utilities Exp	$437	$489	$684	$515		$515
Solid Waste Fund	5405 - Utilities-Phone-Long Distance	54 - Utilities Exp						$0
Solid Waste Fund	5406 - Utilities-Mobile Phone	54 - Utilities Exp	$3,687	$15,692	$16,029	$26,721		$26,721
Solid Waste Fund	5407 - Utilities-Cable	54 - Utilities Exp	$549	$692	$886	$535		$535
Solid Waste Fund	5408 - Utilities-Sanitation	54 - Utilities Exp						$0
Solid Waste Fund	5409 - Utilities-Rdwy Maint Fee	54 - Utilities Exp						$0
Solid Waste Fund	5410 - Utilities-Drainage	54 - Utilities Exp						$0
Solid Waste Fund	5425 - Util Pur Svc-Disposal Fees	54 - Utilities Exp	$479,597	$374,409	$388,482	$400,000	($400,000)	$0
Solid Waste Fund	5500 - Rent/Lease-Equipment	55 - Purchased Services						$0
Solid Waste Fund	5503 - Rent/Lease-Clothing	55 - Purchased Services						$0
Solid Waste Fund	5520 - Insurance-Premiums	55 - Purchased Services	$150,612	$124,608	$108,612	$177,900		$177,900
Solid Waste Fund	5521 - Insurance-Notary/Bonds	55 - Purchased Services						$0
Solid Waste Fund	5529 - Insurance-Miscellaneous	55 - Purchased Services						$0
Solid Waste Fund	5540 - Advertising-Legal Notices	55 - Purchased Services						$0
Solid Waste Fund	5541 - Advertising-Recruiting	55 - Purchased Services	$675					$0
Solid Waste Fund	5542 - Advertising-Promotional	55 - Purchased Services	$7,130	$14,893	$114	$23,150		$23,150
Solid Waste Fund	5551 - Training-Outside	55 - Purchased Services	$1,311	$1,727	$2,984	$3,850		$3,850
Solid Waste Fund	5552 - Training-Inhouse	55 - Purchased Services		$176	$224	$1,260		$1,260
Solid Waste Fund	5570 - Travel-Lodging/Transport/Other	55 - Purchased Services	$136	$1,352	$1,427	$11,590		$11,590
Solid Waste Fund	5581 - Printing-Internal	55 - Purchased Services						$0
Solid Waste Fund	5582 - Printing-External	55 - Purchased Services	$5,720	$20,854	$9,724	$27,840		$27,840
Solid Waste Fund	5600 - Replacement-Fleet	56 - Replacements Exp	$936,684	$917,124	$1,035,216	$1,101,972		$1,101,972
Solid Waste Fund	5601 - Replacement-Virtual Servers	56 - Replacements Exp						$0
Solid Waste Fund	5609 - Replacement-IT Hdw/Sftw	56 - Replacements Exp						$0
Solid Waste Fund	5700 - Capital-Computer Hardware	6H - Capital Outlay						$0
Solid Waste Fund	5705 - Capital-Computer Software	6H - Capital Outlay						$0
Solid Waste Fund	5710 - Capital-Office Furniture/Equip	6H - Capital Outlay						$0
Solid Waste Fund	5720 - Capital-Vehicles	6H - Capital Outlay			$42,078	$372,922		$372,922
Solid Waste Fund	5725 - Capital-Machinery/Tools	6H - Capital Outlay				$125,000	($125,000)	$0
Solid Waste Fund	5799 - Capital-Miscellaneous	6H - Capital Outlay						$0
Solid Waste Fund	5920 - Misc-Contributions	59 - Misc Operating Exp						$0
Solid Waste Fund	5930 - Misc-Memberships	59 - Misc Operating Exp	$597	$316	$100	$1,000		$1,000
Solid Waste Fund	5935 - Misc-Subscriptions	59 - Misc Operating Exp				$300		$300
Solid Waste Fund	5951 - Service Awards	51 - Supplies Exp						$0
Solid Waste Fund	5960 - Misc-Postage & Freight	59 - Misc Operating Exp	$1	$41	$121	$270		$270
			$5,054,907	**$5,299,504**	**$6,038,150**	**$6,954,770**	**($35,086)**	**$6,919,684**
52140781 - Commercial								
Solid Waste Fund	5011 - Salaries-Full Time Labor	50 - Salaries/Benefit Exp	$519,210	$614,744	$651,724	$731,690		$731,690
Solid Waste Fund	5012 - Salaries-Part Time Labor w Ben	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5013 - Salaries-Temp/Seasonal/PTNB	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5014 - Salaries-Overtime	50 - Salaries/Benefit Exp	$137,691	$189,708	$187,899	$72,000		$72,000
Solid Waste Fund	5016 - Salaries-Standby	50 - Salaries/Benefit Exp	$5,784	$4,801	$4,889	$6,000		$6,000
Solid Waste Fund	5018 - Salaries-Language Pay	50 - Salaries/Benefit Exp	$162					$0
Solid Waste Fund	5019 - Salaries-Incentive Pay	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5020 - Salaries-Bonuses	50 - Salaries/Benefit Exp		$20,017	$4,500			$0
Solid Waste Fund	5021 - Salaries-Cell Allowance	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5023 - Salaries-GTL Greater Than 50	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5025 - Salaries-Admin Leave(Covid-19)	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5027 - Salaries-Hiring Freeze	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5050 - Benefits-FICA	50 - Salaries/Benefit Exp	$48,433	$62,014	$62,963	$59,858		$59,858
Solid Waste Fund	5051 - Benefits-Retirement	50 - Salaries/Benefit Exp	$93,539	$117,971	$126,202	$123,165		$123,165
Solid Waste Fund	5053 - Benefits-Retire Oblg	50 - Salaries/Benefit Exp	$17,580	$19,608	$20,736	$23,374		$23,374
Solid Waste Fund	5055 - Benefits-Group Health Ins	50 - Salaries/Benefit Exp	$157,119	$197,791	$212,480	$221,471		$221,471
Solid Waste Fund	5056 - Benefits-Group Life Insurance	50 - Salaries/Benefit Exp	$1,490	$1,652	$1,798	$1,968		$1,968
Solid Waste Fund	5057 - Benefits-Workers Comp Ins	50 - Salaries/Benefit Exp	$10,870	$12,379	$13,757	$17,314		$17,314
Solid Waste Fund	5058 - Benefits-Unemployment Comp Ins	50 - Salaries/Benefit Exp				$930		$930
Solid Waste Fund	5059 - Benefits-Educational Reimburse	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5060 - Benefits-Gym Membership	50 - Salaries/Benefit Exp	$91	$209	$291	$300		$300
Solid Waste Fund	5061 - Benefits-Car Allowance	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5063 - Benefits-Taxable Benefits	50 - Salaries/Benefit Exp						$0
Solid Waste Fund	5101 - Supplies-Office Supplies	51 - Supplies Exp	$1,086	$725	$2,948	$770		$770
Solid Waste Fund	5102 - Supplies-Minor Equip/Tools	51 - Supplies Exp	$1,765	$1,277	$968	$2,184		$2,184
Solid Waste Fund	5104 - Supplies-Veh/Equip-Fuel & Oil	51 - Supplies Exp	$145,841	$241,660	$220,394	$354,000		$354,000

Organization	Object	Character Code	FY 2021 Actuals	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Budget	Adjustments	Test Year
Solid Waste Fund	5105 - Supplies-Vehicle/Equip-Parts	51 - Supplies Exp						$0
Solid Waste Fund	5107 - Supplies-Garbage Containers	51 - Supplies Exp	$15,503	$17,562	$49,311	$41,290		$41,290
Solid Waste Fund	5108 - Supplies-Chemicals/Pesticides	51 - Supplies Exp						$0
Solid Waste Fund	5109 - Supplies-Janitorial	51 - Supplies Exp				$660		$660
Solid Waste Fund	5110 - Supplies-Botanical	51 - Supplies Exp						$0
Solid Waste Fund	5111 - Supplies-Medical	51 - Supplies Exp						$0
Solid Waste Fund	5112 - Supplies-Computer Hdw/Sftw/Oth	51 - Supplies Exp			$2,858	$21,266		$21,266
Solid Waste Fund	5114 - Supplies-Food & Beverages	51 - Supplies Exp						$0
Solid Waste Fund	5116 - Supplies-Goodwill	51 - Supplies Exp	$1,362	$2,541	$1,241	$3,370		$3,370
Solid Waste Fund	5119 - Supplies-Testing	51 - Supplies Exp						$0
Solid Waste Fund	5120 - Supplies-Clothing/Uniforms	51 - Supplies Exp	$4,778	$5,141	$2,413	$4,580		$4,580
Solid Waste Fund	5121 - Supplies-Awards	51 - Supplies Exp		$195		$300		$300
Solid Waste Fund	5122 - Supplies-Safety	51 - Supplies Exp	$5,412	$4,401	$3,820	$4,710		$4,710
Solid Waste Fund	5199 - Supplies-Miscellaneous	51 - Supplies Exp						$0
Solid Waste Fund	5200 - Maint-Office Equip/Furn	52 - Maintenance Exp						$0
Solid Waste Fund	5203 - Maint-Fleet Chgs	52 - Maintenance Exp	$356,100	$371,100	$447,204	$534,794		$534,794
Solid Waste Fund	5204 - Maint-Machinery/Tools	52 - Maintenance Exp						$0
Solid Waste Fund	5205 - Maint-Heavy Equipment	52 - Maintenance Exp	$606	$428	$890	$830		$830
Solid Waste Fund	5206 - Maint-Radio/Pager/Phone	52 - Maintenance Exp				$3,000		$3,000
Solid Waste Fund	5207 - Maint-Traffic Sign/Signal/Eq	52 - Maintenance Exp						$0
Solid Waste Fund	5214 - Maint-Vehicles	52 - Maintenance Exp						$0
Solid Waste Fund	5299 - Maint-Miscellaneous	52 - Maintenance Exp				$240		$240
Solid Waste Fund	5303 - Prof Svcs-Engineer/Survey	53 - Prof Svcs Exp						$0
Solid Waste Fund	5304 - Prof Svcs-Special Studies	53 - Prof Svcs Exp						$0
Solid Waste Fund	5305 - Prof Svcs-Medical	53 - Prof Svcs Exp						$0
Solid Waste Fund	5306 - Prof Svcs-Drug Testing	53 - Prof Svcs Exp		$1,525	$150	$1,260		$1,260
Solid Waste Fund	5307 - Prof Svcs-Pre-Employment Costs	53 - Prof Svcs Exp	$92	$411	$208	$1,260		$1,260
Solid Waste Fund	5309 - Prof Svcs-Janitorial	53 - Prof Svcs Exp						$0
Solid Waste Fund	5310 - Prof Svcs-Landscaping	53 - Prof Svcs Exp						$0
Solid Waste Fund	5315 - Prof Svcs-Contract Labor	53 - Prof Svcs Exp			$2,525			$0
Solid Waste Fund	5399 - Prof Svcs-Miscellaneous	53 - Prof Svcs Exp						$0
Solid Waste Fund	5400 - Utilities-Electric	54 - Utilities Exp						$0
Solid Waste Fund	5401 - Utilities-Natural Gas	54 - Utilities Exp						$0
Solid Waste Fund	5402 - Utilities-Water	54 - Utilities Exp						$0
Solid Waste Fund	5403 - Utilities-Wastewater	54 - Utilities Exp						$0
Solid Waste Fund	5404 - Utilities-Local Phone	54 - Utilities Exp	$187	$210	$293	$221		$221
Solid Waste Fund	5405 - Utilities-Phone-Long Distance	54 - Utilities Exp						$0
Solid Waste Fund	5406 - Utilities-Mobile Phone	54 - Utilities Exp	$3,541	$1,636	$1,099	$1,870		$1,870
Solid Waste Fund	5408 - Utilities-Sanitation	54 - Utilities Exp						$0
Solid Waste Fund	5425 - Util Pur Svc-Disposal Fees	54 - Utilities Exp	$649,857	$577,675	$498,390	$610,000	($610,000)	$0
Solid Waste Fund	5500 - Rent/Lease-Equipment	55 - Purchased Services						$0
Solid Waste Fund	5503 - Rent/Lease-Clothing	55 - Purchased Services						$0
Solid Waste Fund	5504 - Rent/Lease-Vehicles	55 - Purchased Services	$262,009	$233,858	$374,409	$263,000		$263,000
Solid Waste Fund	5520 - Insurance-Premiums	55 - Purchased Services	$71,172	$97,176	$117,036	$20,900		$20,900
Solid Waste Fund	5521 - Insurance-Notary/Bonds	55 - Purchased Services						$0
Solid Waste Fund	5529 - Insurance-Miscellaneous	55 - Purchased Services						$0
Solid Waste Fund	5540 - Advertising-Legal Notices	55 - Purchased Services						$0
Solid Waste Fund	5541 - Advertising-Recruiting	55 - Purchased Services						$0
Solid Waste Fund	5542 - Advertising-Promotional	55 - Purchased Services						$0
Solid Waste Fund	5551 - Training-Outside	55 - Purchased Services			$165	$2,020		$2,020
Solid Waste Fund	5552 - Training-Inhouse	55 - Purchased Services		$163	$275	$1,050		$1,050
Solid Waste Fund	5553 - Training-Safety	55 - Purchased Services		$15,255	$13,243	$26,250		$26,250
Solid Waste Fund	5570 - Travel-Lodging/Transport/Other	55 - Purchased Services		$1,473		$5,880		$5,880
Solid Waste Fund	5581 - Printing-Internal	55 - Purchased Services						$0
Solid Waste Fund	5582 - Printing-External	55 - Purchased Services						$0
Solid Waste Fund	5600 - Replacement-Fleet	56 - Replacements Exp	$669,144	$728,172	$806,484	$957,180		$957,180
Solid Waste Fund	5601 - Replacement-Virtual Servers	56 - Replacements Exp						$0
Solid Waste Fund	5609 - Replacement-IT Hdw/Sftw	56 - Replacements Exp						$0
Solid Waste Fund	5700 - Capital-Computer Hardware	6H - Capital Outlay						$0
Solid Waste Fund	5705 - Capital-Computer Software	6H - Capital Outlay						$0
Solid Waste Fund	5710 - Capital-Office Furniture/Equip	6H - Capital Outlay						$0
Solid Waste Fund	5720 - Capital-Vehicles	6H - Capital Outlay				$1,266,778		$1,266,778
Solid Waste Fund	5725 - Capital-Machinery/Tools	6H - Capital Outlay						$0
Solid Waste Fund	5750 - Capital-Buildings/Structures	6H - Capital Outlay						$0
Solid Waste Fund	5799 - Capital-Miscellaneous	6H - Capital Outlay						$0
Solid Waste Fund	5930 - Misc-Memberships	59 - Misc Operating Exp			$111	$600		$600
Solid Waste Fund	5935 - Misc-Subscriptions	59 - Misc Operating Exp						$0
Solid Waste Fund	5951 - Service Awards	51 - Supplies Exp						$0
Solid Waste Fund	5960 - Misc-Postage & Freight	59 - Misc Operating Exp		$4				$0
			$3,180,425	**$3,543,485**	**$3,833,673**	**$5,388,333**	**($610,000)**	**$4,778,333**

Organization	Object	Character Code	FY 2021 Actuals	FY 2022 Actuals	FY 2023 Actuals	FY 2024 Budget	Adjustments	Test Year
52149100 -Non Dept-Exp								
Solid Waste Fund	5700 - Capital-Computer Hardware	6H - Capital Outlay						$0
Solid Waste Fund	5720 - Capital-Vehicles	6H - Capital Outlay	$213,209	$1,702,806	$812,345	$5,568,890		$5,568,890
Solid Waste Fund	6010 - Interdept Exp-Utility Billing	6C - InterDept Util Exp	$224,616	$249,000	$249,000	$194,000		$194,000
Solid Waste Fund	6215 - Oth Oper-Hiring Freeze	67 - Non-Dept Misc Exp						$0
Solid Waste Fund	6230 - Other Oper-Inventory Loss	67 - Non-Dept Misc Exp	$10,415	$6,903	$12,922			$0
Solid Waste Fund	6240 - Other Oper-Miscellaneous	67 - Non-Dept Misc Exp						$0
Solid Waste Fund	6310 - G&A Transfer Out-General Fd	6U - G&A Transfer Out	$872,460	$845,280	$964,128	$1,200,169		$1,200,169
Solid Waste Fund	6615 - Debt-Fiscal Agents Fees	4W - Misc Non-Operating						$0
Solid Waste Fund	6620 - Debt-Misc Issue Costs	6O - Debt Exp - Cost						$0
Solid Waste Fund	6640 - Debt-Interest Pmts-URB	6M - Debt Exp - Interest						$0
Solid Waste Fund	6643 - Debt-Interest Pmts-GOB	6M - Debt Exp - Interest						$0
Solid Waste Fund	6644 - Debt-Amort Interest-GOB	6M - Debt Exp - Interest						$0
Solid Waste Fund	6646 - Debt-Interest Pmts-CO	6M - Debt Exp - Interest						$0
Solid Waste Fund	6720 - Nonoper Exp-Contributions	60 - Public Agency	$34,990	$38,131	$42,990	$55,970		$55,970
Solid Waste Fund	6730 - Nonoper Exp-Loss on Sale-Equip	6D - Gain (loss) on asset		$159,073				$0
Solid Waste Fund	6770 - Nonoper Exp-Utility Trsf-GF	6F - Utility Transfer	$1,641,000	$1,147,296	$1,302,384	$1,400,000		$1,400,000
Solid Waste Fund	6790 - Nonoper Exp-Miscellaneous	6B - NonOp Misc Rev(Exp)						$0
Solid Waste Fund	6806 - Transfer Out-Econ Dev Fd	6R - Transfer Out Exp						$0
Solid Waste Fund	6861 - Transfer Out-Empl Benefit Fd	6R - Transfer Out Exp						$0
Solid Waste Fund	6877 - Transfer Out-Gen Gov CIP Fd	6T - Capital Projects Xfr						$0
Solid Waste Fund	6990 - Contingency	6X - Contingency				$150,000		$150,000
Solid Waste Fund	6995 - Contingency-Pay Plan	6X - Contingency				$40,909		$40,909
			$2,996,690	**$4,148,488**	**$3,383,768**	**$8,609,938**	**$0**	**$8,609,938**
	Total Expenditures		**$11,586,071**	**$13,314,777**	**$13,577,142**	**$21,282,141**	**($645,086)**	**$20,637,055**
Revenue Offsets								
52140040 - Revenue								
Solid Waste Fund	4020 - Collection Service Fees	4W - Misc Non-Operating	($3,566)	($3,734)	($4,175)	($4,000)		($4,000)
Solid Waste Fund	4030 - Investment Income	41 - Investment Earnings	($3,274)	($20,468)	($142,282)	($125,000)		($125,000)
Solid Waste Fund	4031 - BVSWMA Income	4L - Other Revenue	($354,050)	($323,300)	($321,550)	($260,000)	($126,000)	($386,000)
Solid Waste Fund	4035 - Invest Inc - FMV Adjust	41 - Investment Earnings						$0
Solid Waste Fund	4210 - Sales-Residential-Taxable	4A - Sales - Residential	($7,226,770)	($7,612,029)	($8,526,947)	($8,941,000)	$8,941,000	$0
Solid Waste Fund	4211 - Sales-Residential-Nontaxable	4A - Sales - Residential	($34,125)	($20,352)	($22,831)	($45,000)	$45,000	$0
Solid Waste Fund	4215 - Sales-Residential-Multifamily	4A - Sales - Residential				$0		$0
Solid Waste Fund	4220 - Sales-Commercial-Taxable	4B - Sales - Commercial	($3,309,606)	($3,532,778)	($3,963,691)	($4,067,000)	$4,067,000	$0
Solid Waste Fund	4221 - Sales-Commercial-Nontaxable	4B - Sales - Commercial	($622,807)	($629,284)	($695,548)	($756,000)	$756,000	$0
Solid Waste Fund	4234 - Sales-State Surcharge	4L - Other Revenue	($842)	($631)	($726)	($1,000)		($1,000)
Solid Waste Fund	4250 - Sales-Other-Recycling	4L - Other Revenue				$0		$0
Solid Waste Fund	4280 - Other Fees	4L - Other Revenue				$0		$0
Solid Waste Fund	4284 - Other Fees-Taxable	4L - Other Revenue	($43,958)	($37,291)	($46,768)	($47,000)		($47,000)
Solid Waste Fund	4285 - Other Fees-Nontaxable	4L - Other Revenue	($4,225)	($5,478)	($9,248)	($5,000)		($5,000)
Solid Waste Fund	4520 - Rentals-Rolloff Containers-Tax	4H - Rents and Royalties	($2,332)	($3,372)	($2,233)	($3,000)	$3,000	$0
Solid Waste Fund	4521 - Rentals-Rolloff Container-Ntax	4H - Rents and Royalties	($6,572)	($6,029)	($7,401)	($7,000)	$7,000	$0
Solid Waste Fund	4541 - Forfeitures-Discounts-Penalty	4F - Fines & Penalties	($119,516)	($113,292)	($118,539)	($127,000)	$12,700	($114,300)
Solid Waste Fund	4545 - Reimbursed Expenses	4W - Misc Non-Operating						$0
Solid Waste Fund	4571 - Contribution/Donate-Equipment	4I - Contribution Revenue						$0
Solid Waste Fund	4620 - Grants-State	4O - Intergovernmental						$0
Solid Waste Fund	4760 - Earn in Joint Venture-BVSWMA	4Z - Earnings & Joint Ven						$0
Solid Waste Fund	4770 - Proceeds from Sale of Property	6D - Gain (loss) on asset	$50,285	($0)				$0
Solid Waste Fund	4781 - Sale of Scrap Metal	4W - Misc Non-Operating	($4,505)	($6,658)	($3,743)	$0		$0
Solid Waste Fund	4790 - Misc Nonoperating Revenue	4W - Misc Non-Operating			($46)			$0
Solid Waste Fund	Disposal Cost Reallocation	54 - Utilities Exp						$0
52140781 - Commercial								
Solid Waste Fund	4652 - Charges-Interdept-Electric	4R - Interdept Charges						$0
52149000 - Non Dept-Revenue								
Solid Waste Fund	4862 - Transfer In-Fleet Repl Fd	4K - Transfers In-Replace	($425,482)	($1,490,265)	($812,345)	($5,568,890)		($5,568,890)
Solid Waste Fund	4801 - Transfer In-General Fd	4X - Transfers In						$0
Solid Waste Fund	4823 - Transfer In-Prop Casualty Fd	4X - Transfers In						$0
	Total Revenue Offsets		**($12,111,345)**	**($13,804,959)**	**($14,678,073)**	**($19,956,890)**	**$13,705,700**	**($6,251,190)**
	Total Revenue Requirement		**($525,273)**	**($490,182)**	**($1,100,931)**	**$1,325,251**	**$13,060,614**	**$14,385,865**

Organization	Object	Character Code	Test Year	Basis of Inflation	Budget Classification	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
214C09 - CO2009										
Sanitation Fund	6636 - Debt-Principal Pmts-CO	6L - Debt Exp - Principal	$0	General	Landfill	$0	$0	$0	$0	$0
Sanitation Fund	6646 - Debt-Interest Pmts-CO	6M - Debt Exp - Interest	$0	General	Landfill	$0	$0	$0	$0	$0
			$0			**$0**	**$0**	**$0**	**$0**	**$0**
214G179 - GO2017R										
Sanitation Fund	6633 - Debt-Principal Pmts-GOB	6L - Debt Exp - Principal	$260,000	General	Landfill	$267,800	$275,834	$284,109	$292,632	$301,411
Sanitation Fund	6643 - Debt-Interest Pmts-GOB	6M - Debt Exp - Interest	$69,100	General	Landfill	$71,173	$73,308	$75,507	$77,773	$80,106
			$329,100			**$338,973**	**$349,142**	**$359,616**	**$370,405**	**$381,517**
52140780 - Residential										
Solid Waste Fund	5011 - Salaries-Full Time Labor	50 - Salaries/Benefit Exp	$1,486,252	Salary (Adjusted)	Personnel	$1,560,565	$1,708,291	$1,793,706	$1,920,055	$2,054,554
Solid Waste Fund	5012 - Salaries-Part Time Labor w Ben	50 - Salaries/Benefit Exp	$0	Salary (Adjusted)	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5013 - Salaries-Temp/Seasonal/PTNB	50 - Salaries/Benefit Exp	$0	Salary (Adjusted)	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5014 - Salaries-Overtime	50 - Salaries/Benefit Exp	$100,000	Salary (Adjusted)	Personnel	$105,000	$114,940	$120,687	$129,188	$138,237
Solid Waste Fund	5016 - Salaries-Standby	50 - Salaries/Benefit Exp	$8,300	Salary (Adjusted)	Personnel	$8,715	$9,540	$10,017	$10,723	$11,474
Solid Waste Fund	5018 - Salaries-Language Pay	50 - Salaries/Benefit Exp	$0	Benefits (Adjusted	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5019 - Salaries-Incentive Pay	50 - Salaries/Benefit Exp	$0	Benefits (Adjusted	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5020 - Salaries-Bonuses	50 - Salaries/Benefit Exp	$0	Benefits (Adjusted	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5021 - Salaries-Cell Allowance	50 - Salaries/Benefit Exp	$582	Benefits (Adjusted	Personnel	$611	$669	$702	$752	$805
Solid Waste Fund	5022 - Salaries-Holiday Pay	50 - Salaries/Benefit Exp	$0	Benefits (Adjusted	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5023 - Salaries-GTL Greater Than 50	50 - Salaries/Benefit Exp	$0	Benefits (Adjusted	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5025 - Salaries-Admin Leave(Covid-19)	50 - Salaries/Benefit Exp	$0	Benefits (Adjusted	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5027 - Salaries-Hiring Freeze	50 - Salaries/Benefit Exp	$0	Benefits (Adjusted	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5050 - Benefits-FICA	50 - Salaries/Benefit Exp	$117,017	Benefits (Adjusted	Personnel	$122,868	$134,499	$141,224	$151,172	$161,761
Solid Waste Fund	5051 - Benefits-Retirement	50 - Salaries/Benefit Exp	$242,835	Benefits (Adjusted	Personnel	$254,977	$279,113	$293,069	$313,713	$335,688
Solid Waste Fund	5053 - Benefits-Retire Oblg	50 - Salaries/Benefit Exp	$45,994	Benefits (Adjusted	Personnel	$48,294	$52,865	$55,509	$59,419	$63,581
Solid Waste Fund	5055 - Benefits-Group Health Ins	50 - Salaries/Benefit Exp	$404,771	Health Ins	Personnel	$404,771	$404,771	$404,771	$404,771	$404,771
Solid Waste Fund	5056 - Benefits-Group Life Insurance	50 - Salaries/Benefit Exp	$3,613	Benefits (Adjusted	Personnel	$3,794	$4,153	$4,360	$4,668	$4,995
Solid Waste Fund	5057 - Benefits-Workers Comp Ins	50 - Salaries/Benefit Exp	$34,225	Benefits (Adjusted	Personnel	$35,936	$39,338	$41,305	$44,214	$47,312
Solid Waste Fund	5058 - Benefits-Unemployment Comp Ins	50 - Salaries/Benefit Exp	$1,830	Benefits (Adjusted	Personnel	$1,922	$2,103	$2,209	$2,364	$2,530
Solid Waste Fund	5059 - Benefits-Educational Reimburse	50 - Salaries/Benefit Exp	$0	Benefits (Adjusted	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5060 - Benefits-Gym Membership	50 - Salaries/Benefit Exp	$660	Benefits (Adjusted	Personnel	$693	$759	$797	$853	$912
Solid Waste Fund	5061 - Benefits-Car Allowance	50 - Salaries/Benefit Exp	$0	Benefits (Adjusted	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5063 - Benefits-Taxable Benefits	50 - Salaries/Benefit Exp	$0	Benefits (Adjusted	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5064 - Benefits-Miscellaneous	50 - Salaries/Benefit Exp	$0	Benefits (Adjusted	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5101 - Supplies-Office Supplies	51 - Supplies Exp	$3,430	General	Supplies	$3,533	$3,639	$3,748	$3,860	$3,976
Solid Waste Fund	5102 - Supplies-Minor Equip/Tools	51 - Supplies Exp	$3,470	General	Supplies	$3,574	$3,681	$3,792	$3,906	$4,023
Solid Waste Fund	5104 - Supplies-Veh/Equip-Fuel & Oil	51 - Supplies Exp	$341,000	Fuel (Adjusted)	Fleet	$341,000	$341,000	$341,000	$341,000	$341,000
Solid Waste Fund	5105 - Supplies-Vehicle/Equip-Parts	51 - Supplies Exp	$0	Equipment Mainte	Fleet	$0	$0	$0	$0	$0
Solid Waste Fund	5106 - Supplies-Veh/Equip-Radio/Pager	51 - Supplies Exp	$0	General	Fleet	$0	$0	$0	$0	$0
Solid Waste Fund	5107 - Supplies-Garbage Containers	51 - Supplies Exp	$66,760	General	Containers	$68,763	$70,826	$72,950	$75,139	$77,393
Solid Waste Fund	5108 - Supplies-Chemicals/Pesticides	51 - Supplies Exp	$0	General	Supplies	$0	$0	$0	$0	$0
Solid Waste Fund	5109 - Supplies-Janitorial	51 - Supplies Exp	$1,760	General	Supplies	$1,813	$1,867	$1,923	$1,981	$2,040
Solid Waste Fund	5111 - Supplies-Medical	51 - Supplies Exp	$0	General	Supplies	$0	$0	$0	$0	$0
Solid Waste Fund	5112 - Supplies-Computer Hdw/Sftw/Oth	51 - Supplies Exp	$0	General	Supplies	$0	$0	$0	$0	$0
Solid Waste Fund	5114 - Supplies-Food & Beverages	51 - Supplies Exp	$0	General	Supplies	$0	$0	$0	$0	$0
Solid Waste Fund	5115 - Supplies-Promotional	51 - Supplies Exp	$0	General	Supplies	$0	$0	$0	$0	$0
Solid Waste Fund	5116 - Supplies-Goodwill	51 - Supplies Exp	$3,710	General	Supplies	$3,821	$3,936	$4,054	$4,176	$4,301
Solid Waste Fund	5119 - Supplies-Testing	51 - Supplies Exp	$0	General	Supplies	$0	$0	$0	$0	$0
Solid Waste Fund	5120 - Supplies-Clothing/Uniforms	51 - Supplies Exp	$10,310	General	Supplies	$10,619	$10,938	$11,266	$11,604	$11,952
Solid Waste Fund	5121 - Supplies-Awards	51 - Supplies Exp	$0	General	Supplies	$0	$0	$0	$0	$0
Solid Waste Fund	5122 - Supplies-Safety	51 - Supplies Exp	$7,920	General	Supplies	$8,158	$8,402	$8,654	$8,914	$9,181
Solid Waste Fund	5199 - Supplies-Miscellaneous	51 - Supplies Exp	$660	General	Supplies	$680	$700	$721	$743	$765
Solid Waste Fund	5200 - Maint-Office Equip/Furn	52 - Maintenance Exp	$0	General	Maintenance	$0	$0	$0	$0	$0
Solid Waste Fund	5201 - Maint-Computer Hdw/Sftw/Other	52 - Maintenance Exp	$260	General	Maintenance	$268	$276	$284	$293	$301
Solid Waste Fund	5203 - Maint-Fleet Chgs	52 - Maintenance Exp	$524,616	General	Fleet	$540,354	$556,565	$573,262	$590,460	$608,174
Solid Waste Fund	5204 - Maint-Machinery/Tools	52 - Maintenance Exp	$0	General	Maintenance	$0	$0	$0	$0	$0
Solid Waste Fund	5205 - Maint-Heavy Equipment	52 - Maintenance Exp	$1,150	Fuel (Adjusted)	Fleet	$1,150	$1,150	$1,150	$1,150	$1,150
Solid Waste Fund	5206 - Maint-Radio/Pager/Phone	52 - Maintenance Exp	$3,160	General	Maintenance	$3,255	$3,352	$3,453	$3,557	$3,663
Solid Waste Fund	5211 - Maint-Buildings/Structures	52 - Maintenance Exp	$0	General	Maintenance	$0	$0	$0	$0	$0
Solid Waste Fund	5214 - Maint-Vehicles	52 - Maintenance Exp	$0	General	Fleet	$0	$0	$0	$0	$0
Solid Waste Fund	5299 - Maint-Miscellaneous	52 - Maintenance Exp	$5,250	General	Maintenance	$5,408	$5,570	$5,737	$5,909	$6,086

Organization	Object	Character Code	Test Year	Basis of Inflation	Budget Classification	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Solid Waste Fund	5303 - Prof Svcs-Engineer/Survey	53 - Prof Svcs Exp	$0	General	Professional Services	$0	$0	$0	$0	$0
Solid Waste Fund	5304 - Prof Svcs-Special Studies	53 - Prof Svcs Exp	$0	General	Professional Services	$0	$0	$0	$0	$0
Solid Waste Fund	5305 - Prof Svcs-Medical	53 - Prof Svcs Exp	$0	General	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5306 - Prof Svcs-Drug Testing	53 - Prof Svcs Exp	$2,370	General	Personnel	$2,441	$2,514	$2,590	$2,667	$2,747
Solid Waste Fund	5307 - Prof Svcs-Pre-Employment Costs	53 - Prof Svcs Exp	$790	General	Personnel	$814	$838	$863	$889	$916
Solid Waste Fund	5309 - Prof Svcs-Janitorial	53 - Prof Svcs Exp	$0	General	Maintenance	$0	$0	$0	$0	$0
Solid Waste Fund	5310 - Prof Svcs-Landscaping	53 - Prof Svcs Exp	$0	General	Maintenance	$0	$0	$0	$0	$0
Solid Waste Fund	5314 - Prof Svcs-Inspections/Licenses	53 - Prof Svcs Exp	$0	General	Professional Services	$0	$0	$0	$0	$0
Solid Waste Fund	5315 - Prof Svcs-Contract Labor	53 - Prof Svcs Exp	$1,515,214	Recycling Accts	Recycle	$1,515,214	$1,553,094	$1,591,922	$1,631,720	$1,672,513
Solid Waste Fund	5399 - Prof Svcs-Miscellaneous	53 - Prof Svcs Exp	$231,950	General	Professional Services	$238,909	$246,076	$253,458	$261,062	$268,894
Solid Waste Fund	5400 - Utilities-Electric	54 - Utilities Exp	$0	Utilities	Utilities	$0	$0	$0	$0	$0
Solid Waste Fund	5401 - Utilities-Natural Gas	54 - Utilities Exp	$0	Utilities	Utilities	$0	$0	$0	$0	$0
Solid Waste Fund	5402 - Utilities-Water	54 - Utilities Exp	$0	Utilities	Utilities	$0	$0	$0	$0	$0
Solid Waste Fund	5403 - Utilities-Wastewater	54 - Utilities Exp	$0	Utilities	Utilities	$0	$0	$0	$0	$0
Solid Waste Fund	5404 - Utilities-Local Phone	54 - Utilities Exp	$515	Utilities	Utilities	$533	$549	$565	$582	$600
Solid Waste Fund	5405 - Utilities-Phone-Long Distance	54 - Utilities Exp	$0	Utilities	Utilities	$0	$0	$0	$0	$0
Solid Waste Fund	5406 - Utilities-Mobile Phone	54 - Utilities Exp	$26,721	Utilities	Utilities	$27,656	$28,486	$29,340	$30,221	$31,127
Solid Waste Fund	5407 - Utilities-Cable	54 - Utilities Exp	$535	Utilities	Utilities	$554	$570	$587	$605	$623
Solid Waste Fund	5408 - Utilities-Sanitation	54 - Utilities Exp	$0	Utilities	Utilities	$0	$0	$0	$0	$0
Solid Waste Fund	5409 - Utilities-Rdwy Maint Fee	54 - Utilities Exp	$0	Utilities	Utilities	$0	$0	$0	$0	$0
Solid Waste Fund	5410 - Utilities-Drainage	54 - Utilities Exp	$0	Utilities	Utilities	$0	$0	$0	$0	$0
Solid Waste Fund	5425 - Util Pur Svc-Disposal Fees	54 - Utilities Exp	$0	Other	Landfill	$0	$0	$0	$0	$0
Solid Waste Fund	5500 - Rent/Lease-Equipment	55 - Purchased Services	$0	General	Supplies	$0	$0	$0	$0	$0
Solid Waste Fund	5503 - Rent/Lease-Clothing	55 - Purchased Services	$0	General	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5520 - Insurance-Premiums	55 - Purchased Services	$177,900	General	Insurance	$183,237	$188,734	$194,396	$200,228	$206,235
Solid Waste Fund	5521 - Insurance-Notary/Bonds	55 - Purchased Services	$0	General	Insurance	$0	$0	$0	$0	$0
Solid Waste Fund	5529 - Insurance-Miscellaneous	55 - Purchased Services	$0	General	Insurance	$0	$0	$0	$0	$0
Solid Waste Fund	5540 - Advertising-Legal Notices	55 - Purchased Services	$0	General	Communications	$0	$0	$0	$0	$0
Solid Waste Fund	5541 - Advertising-Recruiting	55 - Purchased Services	$0	General	Communications	$0	$0	$0	$0	$0
Solid Waste Fund	5542 - Advertising-Promotional	55 - Purchased Services	$23,150	General	Recycle	$23,845	$24,560	$25,297	$26,056	$26,837
Solid Waste Fund	5551 - Training-Outside	55 - Purchased Services	$3,850	General	Personnel	$3,966	$4,084	$4,207	$4,333	$4,463
Solid Waste Fund	5552 - Training-Inhouse	55 - Purchased Services	$1,260	General	Personnel	$1,298	$1,337	$1,377	$1,418	$1,461
Solid Waste Fund	5570 - Travel-Lodging/Transport/Other	55 - Purchased Services	$11,590	General	Personnel	$11,938	$12,296	$12,665	$13,045	$13,436
Solid Waste Fund	5581 - Printing-Internal	55 - Purchased Services	$0	General	Communications	$0	$0	$0	$0	$0
Solid Waste Fund	5582 - Printing-External	55 - Purchased Services	$27,840	General	Communications	$28,675	$29,535	$30,422	$31,334	$32,274
Solid Waste Fund	5600 - Replacement-Fleet	56 - Replacements Exp	$1,101,972	Other	Capital Projects and Purchas	$1,101,972	$1,101,972	$1,101,972	$1,101,972	$1,101,972
Solid Waste Fund	5601 - Replacement-Virtual Servers	56 - Replacements Exp	$0	General	Capital Projects and Purchas	$0	$0	$0	$0	$0
Solid Waste Fund	5609 - Replacement-IT Hdw/Sftw	56 - Replacements Exp	$0	General	Capital Projects and Purchas	$0	$0	$0	$0	$0
Solid Waste Fund	5700 - Capital-Computer Hardware	6H - Capital Outlay	$0	General	Capital Projects and Purchas	$0	$0	$0	$0	$0
Solid Waste Fund	5705 - Capital-Computer Software	6H - Capital Outlay	$0	General	Capital Projects and Purchas	$0	$0	$0	$0	$0
Solid Waste Fund	5710 - Capital-Office Furniture/Equip	6H - Capital Outlay	$0	General	Capital Projects and Purchas	$0	$0	$0	$0	$0
Solid Waste Fund	5720 - Capital-Vehicles	6H - Capital Outlay	$372,922	General	Capital Projects and Purchas	$384,110	$395,633	$407,502	$419,727	$432,319
Solid Waste Fund	5725 - Capital-Machinery/Tools	6H - Capital Outlay	$0	General	Capital Projects and Purchas	$0	$0	$0	$0	$0
Solid Waste Fund	5799 - Capital-Miscellaneous	6H - Capital Outlay	$0	General	Capital Projects and Purchas	$0	$0	$0	$0	$0
Solid Waste Fund	5920 - Misc-Contributions	59 - Misc Operating Exp	$0	General	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5930 - Misc-Memberships	59 - Misc Operating Exp	$1,000	General	Personnel	$1,030	$1,061	$1,093	$1,126	$1,159
Solid Waste Fund	5935 - Misc-Subscriptions	59 - Misc Operating Exp	$300	General	Supplies	$309	$318	$328	$338	$348
Solid Waste Fund	5951 - Service Awards	51 - Supplies Exp	$0	General	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5960 - Misc-Postage & Freight	59 - Misc Operating Exp	$270	General	Communications	$278	$286	$295	$304	$313
			$6,919,684			**$7,067,316**	**$7,354,889**	**$7,559,229**	**$7,822,206**	**$8,098,863**
52140781 - Commercial										
Solid Waste Fund	5011 - Salaries-Full Time Labor	50 - Salaries/Benefit Exp	$731,690	Salary (Adjusted)	Personnel	$768,275	$841,001	$883,051	$945,253	$1,011,468
Solid Waste Fund	5012 - Salaries-Part Time Labor w Ben	50 - Salaries/Benefit Exp	$0	Salary (Adjusted)	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5013 - Salaries-Temp/Seasonal/PTNB	50 - Salaries/Benefit Exp	$0	Salary (Adjusted)	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5014 - Salaries-Overtime	50 - Salaries/Benefit Exp	$72,000	Salary (Adjusted)	Personnel	$75,600	$82,756	$86,894	$93,015	$99,531
Solid Waste Fund	5016 - Salaries-Standby	50 - Salaries/Benefit Exp	$6,000	Salary (Adjusted)	Personnel	$6,300	$6,896	$7,241	$7,751	$8,294
Solid Waste Fund	5018 - Salaries-Language Pay	50 - Salaries/Benefit Exp	$0	Salary (Adjusted)	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5019 - Salaries-Incentive Pay	50 - Salaries/Benefit Exp	$0	Salary (Adjusted)	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5020 - Salaries-Bonuses	50 - Salaries/Benefit Exp	$0	Salary (Adjusted)	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5021 - Salaries-Cell Allowance	50 - Salaries/Benefit Exp	$0	Salary (Adjusted)	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5023 - Salaries-GTL Greater Than 50	50 - Salaries/Benefit Exp	$0	Salary (Adjusted)	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5025 - Salaries-Admin Leave(Covid-19)	50 - Salaries/Benefit Exp	$0	Salary (Adjusted)	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5027 - Salaries-Hiring Freeze	50 - Salaries/Benefit Exp	$0	Salary (Adjusted)	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5050 - Benefits-FICA	50 - Salaries/Benefit Exp	$59,858	Benefits (Adjusted	Personnel	$62,851	$68,801	$72,241	$77,329	$82,746
Solid Waste Fund	5051 - Benefits-Retirement	50 - Salaries/Benefit Exp	$123,165	Benefits (Adjusted	Personnel	$129,323	$141,565	$148,644	$159,114	$170,260
Solid Waste Fund	5053 - Benefits-Retire Oblg	50 - Salaries/Benefit Exp	$23,374	Benefits (Adjusted	Personnel	$24,543	$26,866	$28,209	$30,196	$32,312
Solid Waste Fund	5055 - Benefits-Group Health Ins	50 - Salaries/Benefit Exp	$221,471	Health Ins	Personnel	$221,471	$221,471	$221,471	$221,471	$221,471
Solid Waste Fund	5056 - Benefits-Group Life Insurance	50 - Salaries/Benefit Exp	$1,968	Benefits (Adjusted	Personnel	$2,066	$2,262	$2,375	$2,542	$2,721
Solid Waste Fund	5057 - Benefits-Workers Comp Ins	50 - Salaries/Benefit Exp	$17,314	Benefits (Adjusted	Personnel	$18,180	$19,901	$20,896	$22,368	$23,934
Solid Waste Fund	5058 - Benefits-Unemployment Comp Ins	50 - Salaries/Benefit Exp	$930	Benefits (Adjusted	Personnel	$977	$1,069	$1,122	$1,201	$1,286
Solid Waste Fund	5059 - Benefits-Educational Reimburse	50 - Salaries/Benefit Exp	$0	Benefits (Adjusted	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5060 - Benefits-Gym Membership	50 - Salaries/Benefit Exp	$300	Benefits (Adjusted	Personnel	$315	$345	$362	$388	$415
Solid Waste Fund	5061 - Benefits-Car Allowance	50 - Salaries/Benefit Exp	$0	Benefits (Adjusted	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5063 - Benefits-Taxable Benefits	50 - Salaries/Benefit Exp	$0	Benefits (Adjusted	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5101 - Supplies-Office Supplies	51 - Supplies Exp	$770	General	Supplies	$793	$817	$841	$867	$893
Solid Waste Fund	5102 - Supplies-Minor Equip/Tools	51 - Supplies Exp	$2,184	General	Supplies	$2,250	$2,317	$2,387	$2,458	$2,532
Solid Waste Fund	5104 - Supplies-Veh/Equip-Fuel & Oil	51 - Supplies Exp	$354,000	Fuel (Adjusted)	Fleet	$354,000	$354,000	$354,000	$354,000	$354,000

Organization	Object	Character Code	Test Year	Basis of Inflation	Budget Classification	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Solid Waste Fund	5105 - Supplies-Vehicle/Equip-Parts	51 - Supplies Exp	$0	Vehicles	Fleet	$0	$0	$0	$0	$0
Solid Waste Fund	5107 - Supplies-Garbage Containers	51 - Supplies Exp	$41,290	General	Containers	$42,529	$43,805	$45,119	$46,472	$47,866
Solid Waste Fund	5108 - Supplies-Chemicals/Pesticides	51 - Supplies Exp	$0	General	Supplies	$0	$0	$0	$0	$0
Solid Waste Fund	5109 - Supplies-Janitorial	51 - Supplies Exp	$660	General	Supplies	$680	$700	$721	$743	$765
Solid Waste Fund	5110 - Supplies-Botanical	51 - Supplies Exp	$0	General	Supplies	$0	$0	$0	$0	$0
Solid Waste Fund	5111 - Supplies-Medical	51 - Supplies Exp	$0	General	Supplies	$0	$0	$0	$0	$0
Solid Waste Fund	5112 - Supplies-Computer Hdw/Sftw/Oth	51 - Supplies Exp	$21,266	General	Supplies	$21,904	$22,561	$23,238	$23,935	$24,653
Solid Waste Fund	5114 - Supplies-Food & Beverages	51 - Supplies Exp	$0	General	Supplies	$0	$0	$0	$0	$0
Solid Waste Fund	5116 - Supplies-Goodwill	51 - Supplies Exp	$3,370	General	Supplies	$3,471	$3,575	$3,682	$3,793	$3,907
Solid Waste Fund	5119 - Supplies-Testing	51 - Supplies Exp	$0	General	Supplies	$0	$0	$0	$0	$0
Solid Waste Fund	5120 - Supplies-Clothing/Uniforms	51 - Supplies Exp	$4,580	General	Supplies	$4,717	$4,859	$5,005	$5,155	$5,309
Solid Waste Fund	5121 - Supplies-Awards	51 - Supplies Exp	$300	General	Supplies	$309	$318	$328	$338	$348
Solid Waste Fund	5122 - Supplies-Safety	51 - Supplies Exp	$4,710	General	Supplies	$4,851	$4,997	$5,147	$5,301	$5,460
Solid Waste Fund	5199 - Supplies-Miscellaneous	51 - Supplies Exp	$0	General	Supplies	$0	$0	$0	$0	$0
Solid Waste Fund	5200 - Maint-Office Equip/Furn	52 - Maintenance Exp	$0	General	Maintenance	$0	$0	$0	$0	$0
Solid Waste Fund	5203 - Maint-Fleet Chgs	52 - Maintenance Exp	$534,794	Equipment Mainte	Fleet	$550,838	$574,508	$596,193	$624,175	$650,708
Solid Waste Fund	5204 - Maint-Machinery/Tools	52 - Maintenance Exp	$0	Equipment Mainte	Fleet	$0	$0	$0	$0	$0
Solid Waste Fund	5205 - Maint-Heavy Equipment	52 - Maintenance Exp	$830	Equipment Mainte	Fleet	$855	$892	$925	$969	$1,010
Solid Waste Fund	5206 - Maint-Radio/Pager/Phone	52 - Maintenance Exp	$3,000	Equipment Mainte	Fleet	$3,090	$3,223	$3,344	$3,501	$3,650
Solid Waste Fund	5207 - Maint-Traffic Sign/Signal/Eq	52 - Maintenance Exp	$0	Equipment Mainte	Fleet	$0	$0	$0	$0	$0
Solid Waste Fund	5214 - Maint-Vehicles	52 - Maintenance Exp	$0	Equipment Mainte	Fleet	$0	$0	$0	$0	$0
Solid Waste Fund	5299 - Maint-Miscellaneous	52 - Maintenance Exp	$240	General	Maintenance	$247	$255	$262	$270	$278
Solid Waste Fund	5303 - Prof Svcs-Engineer/Survey	53 - Prof Svcs Exp	$0	General	Professional Services	$0	$0	$0	$0	$0
Solid Waste Fund	5304 - Prof Svcs-Special Studies	53 - Prof Svcs Exp	$0	General	Professional Services	$0	$0	$0	$0	$0
Solid Waste Fund	5305 - Prof Svcs-Medical	53 - Prof Svcs Exp	$0	General	Professional Services	$0	$0	$0	$0	$0
Solid Waste Fund	5306 - Prof Svcs-Drug Testing	53 - Prof Svcs Exp	$1,260	General	Personnel	$1,298	$1,337	$1,377	$1,418	$1,461
Solid Waste Fund	5307 - Prof Svcs-Pre-Employment Costs	53 - Prof Svcs Exp	$1,260	General	Personnel	$1,298	$1,337	$1,377	$1,418	$1,461
Solid Waste Fund	5309 - Prof Svcs-Janitorial	53 - Prof Svcs Exp	$0	General	Maintenance	$0	$0	$0	$0	$0
Solid Waste Fund	5310 - Prof Svcs-Landscaping	53 - Prof Svcs Exp	$0	General	Maintenance	$0	$0	$0	$0	$0
Solid Waste Fund	5315 - Prof Svcs-Contract Labor	53 - Prof Svcs Exp	$0	General	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5399 - Prof Svcs-Miscellaneous	53 - Prof Svcs Exp	$0	General	Professional Services	$0	$0	$0	$0	$0
Solid Waste Fund	5400 - Utilities-Electric	54 - Utilities Exp	$0	Utilities	Utilities	$0	$0	$0	$0	$0
Solid Waste Fund	5401 - Utilities-Natural Gas	54 - Utilities Exp	$0	Utilities	Utilities	$0	$0	$0	$0	$0
Solid Waste Fund	5402 - Utilities-Water	54 - Utilities Exp	$0	Utilities	Utilities	$0	$0	$0	$0	$0
Solid Waste Fund	5403 - Utilities-Wastewater	54 - Utilities Exp	$0	Utilities	Utilities	$0	$0	$0	$0	$0
Solid Waste Fund	5404 - Utilities-Local Phone	54 - Utilities Exp	$221	Utilities	Utilities	$229	$236	$243	$250	$257
Solid Waste Fund	5405 - Utilities-Phone-Long Distance	54 - Utilities Exp	$0	Utilities	Utilities	$0	$0	$0	$0	$0
Solid Waste Fund	5406 - Utilities-Mobile Phone	54 - Utilities Exp	$1,870	Utilities	Utilities	$1,935	$1,994	$2,053	$2,115	$2,178
Solid Waste Fund	5408 - Utilities-Sanitation	54 - Utilities Exp	$0	Utilities	Utilities	$0	$0	$0	$0	$0
Solid Waste Fund	5425 - Util Pur Svc-Disposal Fees	54 - Utilities Exp	$0	Waste Tons	Landfill	$0	$0	$0	$0	$0
Solid Waste Fund	5500 - Rent/Lease-Equipment	55 - Purchased Services	$0	General	Supplies	$0	$0	$0	$0	$0
Solid Waste Fund	5503 - Rent/Lease-Clothing	55 - Purchased Services	$0	General	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5504 - Rent/Lease-Vehicles	55 - Purchased Services	$263,000	General	Fleet	$270,890	$279,017	$287,387	$296,009	$304,889
Solid Waste Fund	5520 - Insurance-Premiums	55 - Purchased Services	$20,900	Vehicles	Insurance	$20,900	$20,900	$20,900	$20,900	$20,900
Solid Waste Fund	5521 - Insurance-Notary/Bonds	55 - Purchased Services	$0	Vehicles	Insurance	$0	$0	$0	$0	$0
Solid Waste Fund	5529 - Insurance-Miscellaneous	55 - Purchased Services	$0	Vehicles	Insurance	$0	$0	$0	$0	$0
Solid Waste Fund	5540 - Advertising-Legal Notices	55 - Purchased Services	$0	General	Communications	$0	$0	$0	$0	$0
Solid Waste Fund	5541 - Advertising-Recruiting	55 - Purchased Services	$0	General	Communications	$0	$0	$0	$0	$0
Solid Waste Fund	5542 - Advertising-Promotional	55 - Purchased Services	$0	General	Communications	$0	$0	$0	$0	$0
Solid Waste Fund	5551 - Training-Outside	55 - Purchased Services	$2,020	General	Personnel	$2,081	$2,143	$2,207	$2,274	$2,342
Solid Waste Fund	5552 - Training-Inhouse	55 - Purchased Services	$1,050	General	Personnel	$1,082	$1,114	$1,147	$1,182	$1,217
Solid Waste Fund	5553 - Training-Safety	55 - Purchased Services	$26,250	General	Personnel	$27,038	$27,849	$28,684	$29,545	$30,431
Solid Waste Fund	5570 - Travel-Lodging/Transport/Other	55 - Purchased Services	$5,880	General	Personnel	$6,056	$6,238	$6,425	$6,618	$6,817
Solid Waste Fund	5581 - Printing-Internal	55 - Purchased Services	$0	General	Communications	$0	$0	$0	$0	$0
Solid Waste Fund	5582 - Printing-External	55 - Purchased Services	$0	General	Communications	$0	$0	$0	$0	$0
Solid Waste Fund	5600 - Replacement-Fleet	56 - Replacements Exp	$957,180	Vehicles	Fleet	$957,180	$957,180	$957,180	$957,180	$957,180
Solid Waste Fund	5601 - Replacement-Virtual Servers	56 - Replacements Exp	$0	General	Capital Projects and Purchas	$0	$0	$0	$0	$0
Solid Waste Fund	5609 - Replacement-IT Hdw/Sftw	56 - Replacements Exp	$0	General	Capital Projects and Purchas	$0	$0	$0	$0	$0
Solid Waste Fund	5700 - Capital-Computer Hardware	6H - Capital Outlay	$0	General	Capital Projects and Purchas	$0	$0	$0	$0	$0
Solid Waste Fund	5705 - Capital-Computer Software	6H - Capital Outlay	$0	General	Capital Projects and Purchas	$0	$0	$0	$0	$0
Solid Waste Fund	5710 - Capital-Office Furniture/Equip	6H - Capital Outlay	$0	General	Capital Projects and Purchas	$0	$0	$0	$0	$0
Solid Waste Fund	5720 - Capital-Vehicles	6H - Capital Outlay	$1,266,778	General	Capital Projects and Purchas	$1,304,781	$1,343,925	$1,384,243	$1,425,770	$1,468,543
Solid Waste Fund	5725 - Capital-Machinery/Tools	6H - Capital Outlay	$0	General	Capital Projects and Purchas	$0	$0	$0	$0	$0
Solid Waste Fund	5750 - Capital-Buildings/Structures	6H - Capital Outlay	$0	General	Capital Projects and Purchas	$0	$0	$0	$0	$0
Solid Waste Fund	5799 - Capital-Miscellaneous	6H - Capital Outlay	$0	General	Capital Projects and Purchas	$0	$0	$0	$0	$0
Solid Waste Fund	5930 - Misc-Memberships	59 - Misc Operating Exp	$600	General	Personnel	$618	$637	$656	$675	$696
Solid Waste Fund	5935 - Misc-Subscriptions	59 - Misc Operating Exp	$0	General	Supplies	$0	$0	$0	$0	$0
Solid Waste Fund	5951 - Service Awards	51 - Supplies Exp	$0	General	Personnel	$0	$0	$0	$0	$0
Solid Waste Fund	5960 - Misc-Postage & Freight	59 - Misc Operating Exp	$0	General	Communications	$0	$0	$0	$0	$0
			$4,778,333			**$4,895,819**	**$5,073,664**	**$5,207,578**	**$5,377,959**	**$5,554,188**

Organization	Object	Character Code	Test Year	Basis of Inflation	Budget Classification	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
52149100 -Non Dept-Exp										
Solid Waste Fund	5700 - Capital-Computer Hardware	6H - Capital Outlay	$0	General	Capital Projects and Purchas	$0	$0	$0	$0	$0
Solid Waste Fund	5720 - Capital-Vehicles	6H - Capital Outlay	$5,568,890	Vehicles	Capital Projects and Purchas	$5,568,890	$5,568,890	$5,568,890	$5,568,890	$5,568,890
Solid Waste Fund	6010 - Interdept Exp-Utility Billing	6C - InterDept Util Exp	$194,000	Refuse Accts/Tons	Utilities	$194,000	$194,000	$194,000	$194,000	$194,000
Solid Waste Fund	6215 - Oth Oper-Hiring Freeze	67 - Non-Dept Misc Exp	$0	No Inflation	GAAP	$0	$0	$0	$0	$0
Solid Waste Fund	6230 - Other Oper-Inventory Loss	67 - Non-Dept Misc Exp	$0	No Inflation	GAAP	$0	$0	$0	$0	$0
Solid Waste Fund	6240 - Other Oper-Miscellaneous	67 - Non-Dept Misc Exp	$0	No Inflation	GAAP	$0	$0	$0	$0	$0
Solid Waste Fund	6310 - G&A Transfer Out-General Fd	6U - G&A Transfer Out	$1,200,169	General	City Transfers	$1,236,174	$1,273,259	$1,311,457	$1,350,801	$1,391,325
Solid Waste Fund	6615 - Debt-Fiscal Agents Fees	4W - Misc Non-Operating	$0	No Inflation	City Transfers	$0	$0	$0	$0	$0
Solid Waste Fund	6620 - Debt-Misc Issue Costs	6O - Debt Exp - Cost	$0	No Inflation	City Transfers	$0	$0	$0	$0	$0
Solid Waste Fund	6640 - Debt-Interest Pmts-URB	6M - Debt Exp - Interest	$0	No Inflation	City Transfers	$0	$0	$0	$0	$0
Solid Waste Fund	6643 - Debt-Interest Pmts-GOB	6M - Debt Exp - Interest	$0	No Inflation	City Transfers	$0	$0	$0	$0	$0
Solid Waste Fund	6644 - Debt-Amort Interest-GOB	6M - Debt Exp - Interest	$0	No Inflation	City Transfers	$0	$0	$0	$0	$0
Solid Waste Fund	6646 - Debt-Interest Pmts-CO	6M - Debt Exp - Interest	$0	No Inflation	City Transfers	$0	$0	$0	$0	$0
Solid Waste Fund	6720 - Nonoper Exp-Contributions	60 - Public Agency	$55,970	General	Personnel	$57,649	$59,379	$61,160	$62,995	$64,885
Solid Waste Fund	6730 - Nonoper Exp-Loss on Sale-Equip	6D - Gain (loss) on asset	$0	No Inflation	GAAP	$0	$0	$0	$0	$0
Solid Waste Fund	6770 - Nonoper Exp-Utility Trsf-GF	6F - Utility Transfer	$1,400,000	Other	City Transfers	$1,400,000	$1,400,000	$1,400,000	$1,400,000	$1,400,000
Solid Waste Fund	6790 - Nonoper Exp-Miscellaneous	6B - NonOp Misc Rev(Exp)	$0	No Inflation	GAAP	$0	$0	$0	$0	$0
Solid Waste Fund	6806 - Transfer Out-Econ Dev Fd	6R - Transfer Out Exp	$0	No Inflation	City Transfers	$0	$0	$0	$0	$0
Solid Waste Fund	6861 - Transfer Out-Empl Benefit Fd	6R - Transfer Out Exp	$0	No Inflation	City Transfers	$0	$0	$0	$0	$0
Solid Waste Fund	6877 - Transfer Out-Gen Gov CIP Fd	6T - Capital Projects Xfr	$0	No Inflation	City Transfers	$0	$0	$0	$0	$0
Solid Waste Fund	6990 - Contingency	6X - Contingency	$150,000	General	Professional Services	$154,500	$159,135	$163,909	$168,826	$173,891
Solid Waste Fund	6995 - Contingency-Pay Plan	6X - Contingency	$40,909	General	Professional Services	$42,136	$43,400	$44,702	$46,043	$47,425
			$8,609,938			**$8,653,349**	**$8,698,063**	**$8,744,118**	**$8,791,555**	**$8,840,415**
	Total Expenditures		**$20,637,055**			**$20,955,458**	**$21,475,758**	**$21,870,541**	**$22,362,126**	**$22,874,983**
Revenue Offsets										
52140040 - Revenue										
Solid Waste Fund	4020 - Collection Service Fees	4W - Misc Non-Operating	($4,000)	No Inflation	Rates and Fees	($4,000)	($4,000)	($4,000)	($4,000)	($4,000)
Solid Waste Fund	4030 - Investment Income	41 - Investment Earnings	($125,000)	No Inflation	Investments	($125,000)	($125,000)	($125,000)	($125,000)	($125,000)
Solid Waste Fund	4031 - BVSWMA Income	4L - Other Revenue	($386,000)	General	Landfill Income	($397,580)	($409,507)	($421,793)	($434,446)	($447,480)
Solid Waste Fund	4035 - Invest Inc - FMV Adjust	41 - Investment Earnings	$0	No Inflation	Investments	$0	$0	$0	$0	$0
Solid Waste Fund	4210 - Sales-Residential-Taxable	4A - Sales - Residential	$0	No Inflation	Rates and Fees	$0	$0	$0	$0	$0
Solid Waste Fund	4211 - Sales-Residential-Nontaxable	4A - Sales - Residential	$0	No Inflation	Rates and Fees	$0	$0	$0	$0	$0
Solid Waste Fund	4215 - Sales-Residential-Multifamily	4A - Sales - Residential	$0	No Inflation	Rates and Fees	$0	$0	$0	$0	$0
Solid Waste Fund	4220 - Sales-Commercial-Taxable	4B - Sales - Commercial	$0	No Inflation	Rates and Fees	$0	$0	$0	$0	$0
Solid Waste Fund	4221 - Sales-Commercial-Nontaxable	4B - Sales - Commercial	$0	No Inflation	Rates and Fees	$0	$0	$0	$0	$0
Solid Waste Fund	4234 - Sales-State Surcharge	4L - Other Revenue	($1,000)	No Inflation	Rates and Fees	($1,000)	($1,000)	($1,000)	($1,000)	($1,000)
Solid Waste Fund	4250 - Sales-Other-Recycling	4L - Other Revenue	$0	No Inflation	Rates and Fees	$0	$0	$0	$0	$0
Solid Waste Fund	4280 - Other Fees	4L - Other Revenue	$0	No Inflation	Rates and Fees	$0	$0	$0	$0	$0
Solid Waste Fund	4284 - Other Fees-Taxable	4L - Other Revenue	($47,000)	FEL and Cart Accou	Rates and Fees	($47,000)	($47,000)	($47,000)	($47,000)	($47,000)
Solid Waste Fund	4285 - Other Fees-Nontaxable	4L - Other Revenue	($5,000)	FEL and Cart Accou	Rates and Fees	($5,000)	($5,000)	($5,000)	($5,000)	($5,000)
Solid Waste Fund	4520 - Rentals-Rolloff Containers-Tax	4H - Rents and Royalties	$0	Roll-off Accounts	Rates and Fees	$0	$0	$0	$0	$0
Solid Waste Fund	4521 - Rentals-Rolloff Container-Ntax	4H - Rents and Royalties	$0	Roll-off Accounts	Rates and Fees	$0	$0	$0	$0	$0
Solid Waste Fund	4541 - Forfeitures-Discounts-Penalty	4F - Fines & Penalties	($114,300)	No Inflation	Fines & Penalties	($114,300)	($114,300)	($114,300)	($114,300)	($114,300)
Solid Waste Fund	4545 - Reimbursed Expenses	4W - Misc Non-Operating	$0	No Inflation	Reimbursements	$0	$0	$0	$0	$0
Solid Waste Fund	4571 - Contribution/Donate-Equipment	4I - Contribution Revenue	$0	No Inflation	Transfers	$0	$0	$0	$0	$0
Solid Waste Fund	4620 - Grants-State	4O - Intergovernmental	$0	No Inflation	Grants	$0	$0	$0	$0	$0
Solid Waste Fund	4760 - Earn in Joint Venture-BVSWMA	4Z - Earnings & Joint Ven	$0	No Inflation	Landfill Income	$0	$0	$0	$0	$0
Solid Waste Fund	4770 - Proceeds from Sale of Property	6D - Gain (loss) on asset	$0	No Inflation	Investments	$0	$0	$0	$0	$0
Solid Waste Fund	4781 - Sale of Scrap Metal	4W - Misc Non-Operating	$0	No Inflation	Sale of Scrap Metal	$0	$0	$0	$0	$0
Solid Waste Fund	4790 - Misc Nonoperating Revenue	4W - Misc Non-Operating	$0	No Inflation	Non-Operating	$0	$0	$0	$0	$0
Solid Waste Fund	Disposal Cost Reallocation	54 - Utilities Exp	$0	Not Used	No Inflation	$0	$0	$0	$0	$0
52140781 - Commercial										
Solid Waste Fund	4652 - Charges-Interdept-Electric	4R - Interdept Charges	$0	No Inflation	Transfers	$0	$0	$0	$0	$0
52149000 - Non Dept-Revenue										
Solid Waste Fund	4862 - Transfer In-Fleet Repl Fd	4K - Transfers In-Replace	($5,568,890)	No Inflation	Transfers	($5,568,890)	($5,568,890)	($5,568,890)	($5,568,890)	($5,568,890)
Solid Waste Fund	4801 - Transfer In-General Fd	4X - Transfers In	$0	No Inflation	Transfers	$0	$0	$0	$0	$0
Solid Waste Fund	4823 - Transfer In-Prop Casualty Fd	4X - Transfers In	$0	No Inflation	Transfers	$0	$0	$0	$0	$0
	Total Revenue Offsets		**($6,251,190)**			**($6,262,770)**	**($6,274,697)**	**($6,286,983)**	**($6,299,636)**	**($6,312,670)**
	Total Revenue Requirement		**$14,385,865**			**$14,692,688**	**$15,201,060**	**$15,583,559**	**$16,062,489**	**$16,562,313**

Organization	Object	Character Code	FY 2025	Basis of Allocations
214C09 - CO2009				
Sanitation Fund	6636 - Debt-Principal Pmts-CO	6L - Debt Exp - Principal	$0	Not Used
Sanitation Fund	6646 - Debt-Interest Pmts-CO	6M - Debt Exp - Interest	$0	Not Used
			$0	
214G179 - GO2017R				
Sanitation Fund	6633 - Debt-Principal Pmts-GOB	6L - Debt Exp - Principal	$267,800	Direct-Shared Services
Sanitation Fund	6643 - Debt-Interest Pmts-GOB	6M - Debt Exp - Interest	$71,173	Direct-Shared Services
			$338,973	
52140780 - Residential				
Solid Waste Fund	5011 - Salaries-Full Time Labor	50 - Salaries/Benefit Exp	$1,560,565	Personnel
Solid Waste Fund	5012 - Salaries-Part Time Labor w Ben	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5013 - Salaries-Temp/Seasonal/PTNB	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5014 - Salaries-Overtime	50 - Salaries/Benefit Exp	$105,000	Personnel
Solid Waste Fund	5016 - Salaries-Standby	50 - Salaries/Benefit Exp	$8,715	Personnel
Solid Waste Fund	5018 - Salaries-Language Pay	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5019 - Salaries-Incentive Pay	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5020 - Salaries-Bonuses	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5021 - Salaries-Cell Allowance	50 - Salaries/Benefit Exp	$611	Personnel
Solid Waste Fund	5022 - Salaries-Holiday Pay	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5023 - Salaries-GTL Greater Than 50	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5025 - Salaries-Admin Leave(Covid-19)	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5027 - Salaries-Hiring Freeze	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5050 - Benefits-FICA	50 - Salaries/Benefit Exp	$122,868	Personnel
Solid Waste Fund	5051 - Benefits-Retirement	50 - Salaries/Benefit Exp	$254,977	Personnel
Solid Waste Fund	5053 - Benefits-Retire Oblg	50 - Salaries/Benefit Exp	$48,294	Personnel
Solid Waste Fund	5055 - Benefits-Group Health Ins	50 - Salaries/Benefit Exp	$404,771	Personnel
Solid Waste Fund	5056 - Benefits-Group Life Insurance	50 - Salaries/Benefit Exp	$3,794	Personnel
Solid Waste Fund	5057 - Benefits-Workers Comp Ins	50 - Salaries/Benefit Exp	$35,936	Personnel
Solid Waste Fund	5058 - Benefits-Unemployment Comp Ins	50 - Salaries/Benefit Exp	$1,922	Personnel
Solid Waste Fund	5059 - Benefits-Educational Reimburse	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5060 - Benefits-Gym Membership	50 - Salaries/Benefit Exp	$693	Personnel
Solid Waste Fund	5061 - Benefits-Car Allowance	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5063 - Benefits-Taxable Benefits	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5064 - Benefits-Miscellaneous	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5101 - Supplies-Office Supplies	51 - Supplies Exp	$3,533	Personnel
Solid Waste Fund	5102 - Supplies-Minor Equip/Tools	51 - Supplies Exp	$3,574	Personnel
Solid Waste Fund	5104 - Supplies-Veh/Equip-Fuel & Oil	51 - Supplies Exp	$341,000	Equipment Fuel
Solid Waste Fund	5105 - Supplies-Vehicle/Equip-Parts	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5106 - Supplies-Veh/Equip-Radio/Pager	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5107 - Supplies-Garbage Containers	51 - Supplies Exp	$68,763	Direct-Residential Refuse
Solid Waste Fund	5108 - Supplies-Chemicals/Pesticides	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5109 - Supplies-Janitorial	51 - Supplies Exp	$1,813	Personnel
Solid Waste Fund	5111 - Supplies-Medical	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5112 - Supplies-Computer Hdw/Sftw/Oth	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5114 - Supplies-Food & Beverages	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5115 - Supplies-Promotional	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5116 - Supplies-Goodwill	51 - Supplies Exp	$3,821	Direct-Shared Services
Solid Waste Fund	5119 - Supplies-Testing	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5120 - Supplies-Clothing/Uniforms	51 - Supplies Exp	$10,619	Personnel
Solid Waste Fund	5121 - Supplies-Awards	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5122 - Supplies-Safety	51 - Supplies Exp	$8,158	Personnel
Solid Waste Fund	5199 - Supplies-Miscellaneous	51 - Supplies Exp	$680	Personnel
Solid Waste Fund	5200 - Maint-Office Equip/Furn	52 - Maintenance Exp	$0	Not Used
Solid Waste Fund	5201 - Maint-Computer Hdw/Sftw/Other	52 - Maintenance Exp	$268	Equipment Maintenance
Solid Waste Fund	5203 - Maint-Fleet Chgs	52 - Maintenance Exp	$540,354	Equipment Maintenance
Solid Waste Fund	5204 - Maint-Machinery/Tools	52 - Maintenance Exp	$0	Not Used
Solid Waste Fund	5205 - Maint-Heavy Equipment	52 - Maintenance Exp	$1,150	Equipment Maintenance
Solid Waste Fund	5206 - Maint-Radio/Pager/Phone	52 - Maintenance Exp	$3,255	Personnel
Solid Waste Fund	5211 - Maint-Buildings/Structures	52 - Maintenance Exp	$0	Not Used
Solid Waste Fund	5214 - Maint-Vehicles	52 - Maintenance Exp	$0	Not Used
Solid Waste Fund	5299 - Maint-Miscellaneous	52 - Maintenance Exp	$5,408	Equipment Maintenance
Solid Waste Fund	5303 - Prof Svcs-Engineer/Survey	53 - Prof Svcs Exp	$0	Not Used
Solid Waste Fund	5304 - Prof Svcs-Special Studies	53 - Prof Svcs Exp	$0	Not Used
Solid Waste Fund	5305 - Prof Svcs-Medical	53 - Prof Svcs Exp	$0	Not Used
Solid Waste Fund	5306 - Prof Svcs-Drug Testing	53 - Prof Svcs Exp	$2,441	Personnel

Organization	Object	Shared Services	Brush	Bulky	Commercial Dumpster Service	Commercial Cart Service	Residential Recycling	Residential Refuse	Roll-Off Service	Street Sweeping	Total
214C09 - CO2009											
Sanitation Fund	6636 - Debt-Principal Pmts-CO	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Sanitation Fund	6646 - Debt-Interest Pmts-CO	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$0	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**
214G179 - GO2017R											
Sanitation Fund	6633 - Debt-Principal Pmts-GOB	$267,800	$0	$0	$0	$0	$0	$0	$0	$0	$267,800
Sanitation Fund	6643 - Debt-Interest Pmts-GOB	$71,173	$0	$0	$0	$0	$0	$0	$0	$0	$71,173
		$338,973	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$338,973**
52140780 - Residential											
Solid Waste Fund	5011 - Salaries-Full Time Labor	$191,377	$256,548	$256,548	$221,792	$138,007	$23,189	$258,950	$116,122	$98,030	$1,560,565
Solid Waste Fund	5012 - Salaries-Part Time Labor w Ben	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5013 - Salaries-Temp/Seasonal/PTNB	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5014 - Salaries-Overtime	$12,876	$17,261	$17,261	$14,923	$9,286	$1,560	$17,423	$7,813	$6,596	$105,000
Solid Waste Fund	5016 - Salaries-Standby	$1,069	$1,433	$1,433	$1,239	$771	$129	$1,446	$648	$547	$8,715
Solid Waste Fund	5018 - Salaries-Language Pay	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5019 - Salaries-Incentive Pay	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5020 - Salaries-Bonuses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5021 - Salaries-Cell Allowance	$75	$100	$100	$87	$54	$9	$101	$45	$38	$611
Solid Waste Fund	5022 - Salaries-Holiday Pay	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5023 - Salaries-GTL Greater Than 50	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5025 - Salaries-Admin Leave(Covid-19)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5027 - Salaries-Hiring Freeze	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5050 - Benefits-FICA	$15,068	$20,199	$20,199	$17,462	$10,866	$1,826	$20,388	$9,143	$7,718	$122,868
Solid Waste Fund	5051 - Benefits-Retirement	$31,269	$41,917	$41,917	$36,238	$22,549	$3,789	$42,309	$18,973	$16,017	$254,977
Solid Waste Fund	5053 - Benefits-Retire Oblg	$5,922	$7,939	$7,939	$6,864	$4,271	$718	$8,014	$3,594	$3,034	$48,294
Solid Waste Fund	5055 - Benefits-Group Health Ins	$49,638	$66,542	$66,542	$57,527	$35,796	$6,015	$67,165	$30,119	$25,427	$404,771
Solid Waste Fund	5056 - Benefits-Group Life Insurance	$465	$624	$624	$539	$335	$56	$629	$282	$238	$3,794
Solid Waste Fund	5057 - Benefits-Workers Comp Ins	$4,407	$5,908	$5,908	$5,107	$3,178	$534	$5,963	$2,674	$2,257	$35,936
Solid Waste Fund	5058 - Benefits-Unemployment Comp Ins	$236	$316	$316	$273	$170	$29	$319	$143	$121	$1,922
Solid Waste Fund	5059 - Benefits-Educational Reimburse	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5060 - Benefits-Gym Membership	$85	$114	$114	$98	$61	$10	$115	$52	$44	$693
Solid Waste Fund	5061 - Benefits-Car Allowance	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5063 - Benefits-Taxable Benefits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5064 - Benefits-Miscellaneous	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5101 - Supplies-Office Supplies	$433	$581	$581	$502	$312	$52	$586	$263	$222	$3,533
Solid Waste Fund	5102 - Supplies-Minor Equip/Tools	$438	$588	$588	$508	$316	$53	$593	$266	$225	$3,574
Solid Waste Fund	5104 - Supplies-Veh/Equip-Fuel & Oil	$6,286	$48,084	$48,084	$80,073	$39,887	$602	$75,859	$23,605	$18,520	$341,000
Solid Waste Fund	5105 - Supplies-Vehicle/Equip-Parts	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5106 - Supplies-Veh/Equip-Radio/Pager	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5107 - Supplies-Garbage Containers	$0	$0	$0	$0	$0	$0	$68,763	$0	$0	$68,763
Solid Waste Fund	5108 - Supplies-Chemicals/Pesticides	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5109 - Supplies-Janitorial	$222	$298	$298	$258	$160	$27	$301	$135	$114	$1,813
Solid Waste Fund	5111 - Supplies-Medical	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5112 - Supplies-Computer Hdw/Sftw/Oth	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5114 - Supplies-Food & Beverages	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5115 - Supplies-Promotional	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5116 - Supplies-Goodwill	$3,821	$0	$0	$0	$0	$0	$0	$0	$0	$3,821
Solid Waste Fund	5119 - Supplies-Testing	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5120 - Supplies-Clothing/Uniforms	$1,302	$1,746	$1,746	$1,509	$939	$158	$1,762	$790	$667	$10,619
Solid Waste Fund	5121 - Supplies-Awards	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5122 - Supplies-Safety	$1,000	$1,341	$1,341	$1,159	$721	$121	$1,354	$607	$512	$8,158
Solid Waste Fund	5199 - Supplies-Miscellaneous	$83	$112	$112	$97	$60	$10	$113	$51	$43	$680
Solid Waste Fund	5200 - Maint-Office Equip/Furn	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5201 - Maint-Computer Hdw/Sftw/Other	$0	$41	$41	$54	$28	$0	$74	$8	$21	$268
Solid Waste Fund	5203 - Maint-Fleet Chgs	$0	$82,824	$82,824	$109,434	$56,537	$0	$149,111	$17,041	$42,584	$540,354
Solid Waste Fund	5204 - Maint-Machinery/Tools	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5205 - Maint-Heavy Equipment	$0	$176	$176	$233	$120	$0	$317	$36	$91	$1,150
Solid Waste Fund	5206 - Maint-Radio/Pager/Phone	$399	$535	$535	$463	$288	$48	$540	$242	$204	$3,255
Solid Waste Fund	5211 - Maint-Buildings/Structures	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5214 - Maint-Vehicles	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5299 - Maint-Miscellaneous	$0	$829	$829	$1,095	$566	$0	$1,492	$171	$426	$5,408
Solid Waste Fund	5303 - Prof Svcs-Engineer/Survey	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5304 - Prof Svcs-Special Studies	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5305 - Prof Svcs-Medical	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5306 - Prof Svcs-Drug Testing	$299	$401	$401	$347	$216	$36	$405	$182	$153	$2,441

Organization	Object	Character Code	FY 2025	Basis of Allocations
Solid Waste Fund	5307 - Prof Svcs-Pre-Employment Costs	53 - Prof Svcs Exp	$814	Personnel
Solid Waste Fund	5309 - Prof Svcs-Janitorial	53 - Prof Svcs Exp	$0	Not Used
Solid Waste Fund	5310 - Prof Svcs-Landscaping	53 - Prof Svcs Exp	$0	Not Used
Solid Waste Fund	5314 - Prof Svcs-Inspections/Licenses	53 - Prof Svcs Exp	$0	Not Used
Solid Waste Fund	5315 - Prof Svcs-Contract Labor	53 - Prof Svcs Exp	$1,515,214	Direct-Residential Recycling
Solid Waste Fund	5399 - Prof Svcs-Miscellaneous	53 - Prof Svcs Exp	$238,909	Equipment Replacement
Solid Waste Fund	5400 - Utilities-Electric	54 - Utilities Exp	$0	Not Used
Solid Waste Fund	5401 - Utilities-Natural Gas	54 - Utilities Exp	$0	Not Used
Solid Waste Fund	5402 - Utilities-Water	54 - Utilities Exp	$0	Not Used
Solid Waste Fund	5403 - Utilities-Wastewater	54 - Utilities Exp	$0	Not Used
Solid Waste Fund	5404 - Utilities-Local Phone	54 - Utilities Exp	$533	Equipment Maintenance
Solid Waste Fund	5405 - Utilities-Phone-Long Distance	54 - Utilities Exp	$0	Not Used
Solid Waste Fund	5406 - Utilities-Mobile Phone	54 - Utilities Exp	$27,656	Personnel
Solid Waste Fund	5407 - Utilities-Cable	54 - Utilities Exp	$554	Direct-Shared Services
Solid Waste Fund	5408 - Utilities-Sanitation	54 - Utilities Exp	$0	Not Used
Solid Waste Fund	5409 - Utilities-Rdwy Maint Fee	54 - Utilities Exp	$0	Not Used
Solid Waste Fund	5410 - Utilities-Drainage	54 - Utilities Exp	$0	Not Used
Solid Waste Fund	5425 - Util Pur Svc-Disposal Fees	54 - Utilities Exp	$0	Not Used
Solid Waste Fund	5500 - Rent/Lease-Equipment	55 - Purchased Services	$0	Not Used
Solid Waste Fund	5503 - Rent/Lease-Clothing	55 - Purchased Services	$0	Not Used
Solid Waste Fund	5520 - Insurance-Premiums	55 - Purchased Services	$183,237	Equipment Replacement
Solid Waste Fund	5521 - Insurance-Notary/Bonds	55 - Purchased Services	$0	Not Used
Solid Waste Fund	5529 - Insurance-Miscellaneous	55 - Purchased Services	$0	Not Used
Solid Waste Fund	5540 - Advertising-Legal Notices	55 - Purchased Services	$0	Not Used
Solid Waste Fund	5541 - Advertising-Recruiting	55 - Purchased Services	$0	Not Used
Solid Waste Fund	5542 - Advertising-Promotional	55 - Purchased Services	$23,845	Direct-Residential Recycling
Solid Waste Fund	5551 - Training-Outside	55 - Purchased Services	$3,966	Personnel
Solid Waste Fund	5552 - Training-Inhouse	55 - Purchased Services	$1,298	Personnel
Solid Waste Fund	5570 - Travel-Lodging/Transport/Other	55 - Purchased Services	$11,938	Personnel
Solid Waste Fund	5581 - Printing-Internal	55 - Purchased Services	$0	Not Used
Solid Waste Fund	5582 - Printing-External	55 - Purchased Services	$28,675	Direct-Shared Services
Solid Waste Fund	5600 - Replacement-Fleet	56 - Replacements Exp	$1,101,972	Equipment Replacement
Solid Waste Fund	5601 - Replacement-Virtual Servers	56 - Replacements Exp	$0	Not Used
Solid Waste Fund	5609 - Replacement-IT Hdw/Sftw	56 - Replacements Exp	$0	Not Used
Solid Waste Fund	5700 - Capital-Computer Hardware	6H - Capital Outlay	$0	Not Used
Solid Waste Fund	5705 - Capital-Computer Software	6H - Capital Outlay	$0	Not Used
Solid Waste Fund	5710 - Capital-Office Furniture/Equip	6H - Capital Outlay	$0	Not Used
Solid Waste Fund	5720 - Capital-Vehicles	6H - Capital Outlay	$384,110	Equipment Replacement
Solid Waste Fund	5725 - Capital-Machinery/Tools	6H - Capital Outlay	$0	Not Used
Solid Waste Fund	5799 - Capital-Miscellaneous	6H - Capital Outlay	$0	Not Used
Solid Waste Fund	5920 - Misc-Contributions	59 - Misc Operating Exp	$0	Not Used
Solid Waste Fund	5930 - Misc-Memberships	59 - Misc Operating Exp	$1,030	Direct-Shared Services
Solid Waste Fund	5935 - Misc-Subscriptions	59 - Misc Operating Exp	$309	Direct-Shared Services
Solid Waste Fund	5951 - Service Awards	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5960 - Misc-Postage & Freight	59 - Misc Operating Exp	$278	Direct-Shared Services
			$7,067,316	

52140781 - Commercial				
Solid Waste Fund	5011 - Salaries-Full Time Labor	50 - Salaries/Benefit Exp	$768,275	Personnel
Solid Waste Fund	5012 - Salaries-Part Time Labor w Ben	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5013 - Salaries-Temp/Seasonal/PTNB	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5014 - Salaries-Overtime	50 - Salaries/Benefit Exp	$75,600	Personnel
Solid Waste Fund	5016 - Salaries-Standby	50 - Salaries/Benefit Exp	$6,300	Personnel
Solid Waste Fund	5018 - Salaries-Language Pay	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5019 - Salaries-Incentive Pay	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5020 - Salaries-Bonuses	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5021 - Salaries-Cell Allowance	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5023 - Salaries-GTL Greater Than 50	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5025 - Salaries-Admin Leave(Covid-19)	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5027 - Salaries-Hiring Freeze	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5050 - Benefits-FICA	50 - Salaries/Benefit Exp	$62,851	Personnel
Solid Waste Fund	5051 - Benefits-Retirement	50 - Salaries/Benefit Exp	$129,323	Personnel
Solid Waste Fund	5053 - Benefits-Retire Oblg	50 - Salaries/Benefit Exp	$24,543	Personnel
Solid Waste Fund	5055 - Benefits-Group Health Ins	50 - Salaries/Benefit Exp	$221,471	Personnel
Solid Waste Fund	5056 - Benefits-Group Life Insurance	50 - Salaries/Benefit Exp	$2,066	Personnel
Solid Waste Fund	5057 - Benefits-Workers Comp Ins	50 - Salaries/Benefit Exp	$18,180	Personnel
Solid Waste Fund	5058 - Benefits-Unemployment Comp Ins	50 - Salaries/Benefit Exp	$977	Personnel
Solid Waste Fund	5059 - Benefits-Educational Reimburse	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5060 - Benefits-Gym Membership	50 - Salaries/Benefit Exp	$315	Personnel
Solid Waste Fund	5061 - Benefits-Car Allowance	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5063 - Benefits-Taxable Benefits	50 - Salaries/Benefit Exp	$0	Not Used
Solid Waste Fund	5101 - Supplies-Office Supplies	51 - Supplies Exp	$793	Personnel
Solid Waste Fund	5102 - Supplies-Minor Equip/Tools	51 - Supplies Exp	$2,250	Equipment Maintenance
Solid Waste Fund	5104 - Supplies-Veh/Equip-Fuel & Oil	51 - Supplies Exp	$354,000	Equipment Fuel

Organization	Object	Shared Services	Brush	Bulky	Commercial Dumpster Service	Commercial Cart Service	Residential Recycling	Residential Refuse	Roll-Off Service	Street Sweeping	Total
Solid Waste Fund	5307 - Prof Svcs-Pre-Employment Costs	$100	$134	$134	$116	$72	$12	$135	$61	$51	$814
Solid Waste Fund	5309 - Prof Svcs-Janitorial	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5310 - Prof Svcs-Landscaping	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5314 - Prof Svcs-Inspections/Licenses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5315 - Prof Svcs-Contract Labor	$0	$0	$0	$0	$0	$1,515,214	$0	$0	$0	$1,515,214
Solid Waste Fund	5399 - Prof Svcs-Miscellaneous	$0	$35,485	$35,485	$57,505	$25,991	$0	$62,935	$14,062	$7,445	$238,909
Solid Waste Fund	5400 - Utilities-Electric	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5401 - Utilities-Natural Gas	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5402 - Utilities-Water	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5403 - Utilities-Wastewater	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5404 - Utilities-Local Phone	$0	$82	$82	$108	$56	$0	$147	$17	$42	$533
Solid Waste Fund	5405 - Utilities-Phone-Long Distance	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5406 - Utilities-Mobile Phone	$3,392	$4,547	$4,547	$3,931	$2,446	$411	$4,589	$2,058	$1,737	$27,656
Solid Waste Fund	5407 - Utilities-Cable	$554	$0	$0	$0	$0	$0	$0	$0	$0	$554
Solid Waste Fund	5408 - Utilities-Sanitation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5409 - Utilities-Rdwy Maint Fee	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5410 - Utilities-Drainage	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5425 - Util Pur Svc-Disposal Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5500 - Rent/Lease-Equipment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5503 - Rent/Lease-Clothing	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5520 - Insurance-Premiums	$0	$27,216	$27,216	$44,105	$19,934	$0	$48,269	$10,785	$5,710	$183,237
Solid Waste Fund	5521 - Insurance-Notary/Bonds	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5529 - Insurance-Miscellaneous	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5540 - Advertising-Legal Notices	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5541 - Advertising-Recruiting	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5542 - Advertising-Promotional	$0	$0	$0	$0	$0	$23,845	$0	$0	$0	$23,845
Solid Waste Fund	5551 - Training-Outside	$486	$652	$652	$564	$351	$59	$658	$295	$249	$3,966
Solid Waste Fund	5552 - Training-Inhouse	$159	$213	$213	$184	$115	$19	$215	$97	$82	$1,298
Solid Waste Fund	5570 - Travel-Lodging/Transport/Other	$1,464	$1,962	$1,962	$1,697	$1,056	$177	$1,981	$888	$750	$11,938
Solid Waste Fund	5581 - Printing-Internal	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5582 - Printing-External	$28,675	$0	$0	$0	$0	$0	$0	$0	$0	$28,675
Solid Waste Fund	5600 - Replacement-Fleet	$0	$163,677	$163,677	$265,243	$119,883	$0	$290,288	$64,861	$34,342	$1,101,972
Solid Waste Fund	5601 - Replacement-Virtual Servers	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5609 - Replacement-IT Hdw/Sftw	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5700 - Capital-Computer Hardware	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5705 - Capital-Computer Software	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5710 - Capital-Office Furniture/Equip	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5720 - Capital-Vehicles	$0	$57,052	$57,052	$92,455	$41,787	$0	$101,185	$22,608	$11,971	$384,110
Solid Waste Fund	5725 - Capital-Machinery/Tools	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5799 - Capital-Miscellaneous	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5920 - Misc-Contributions	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5930 - Misc-Memberships	$1,030	$0	$0	$0	$0	$0	$0	$0	$0	$1,030
Solid Waste Fund	5935 - Misc-Subscriptions	$309	$0	$0	$0	$0	$0	$0	$0	$0	$309
Solid Waste Fund	5951 - Service Awards	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5960 - Misc-Postage & Freight	$278	$0	$0	$0	$0	$0	$0	$0	$0	$278
		$363,219	**$847,478**	**$847,478**	**$1,023,788**	**$537,183**	**$1,578,709**	**$1,234,496**	**$348,737**	**$286,229**	**$7,067,316**
52140781 - Commercial											
Solid Waste Fund	5011 - Salaries-Full Time Labor	$94,216	$126,300	$126,300	$109,189	$67,942	$11,416	$127,483	$57,168	$48,261	$768,275
Solid Waste Fund	5012 - Salaries-Part Time Labor w Ben	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5013 - Salaries-Temp/Seasonal/PTNB	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5014 - Salaries-Overtime	$9,271	$12,428	$12,428	$10,744	$6,686	$1,123	$12,545	$5,625	$4,749	$75,600
Solid Waste Fund	5016 - Salaries-Standby	$773	$1,036	$1,036	$895	$557	$94	$1,045	$469	$396	$6,300
Solid Waste Fund	5018 - Salaries-Language Pay	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5019 - Salaries-Incentive Pay	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5020 - Salaries-Bonuses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5021 - Salaries-Cell Allowance	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5023 - Salaries-GTL Greater Than 50	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5025 - Salaries-Admin Leave(Covid-19)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5027 - Salaries-Hiring Freeze	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5050 - Benefits-FICA	$7,708	$10,332	$10,332	$8,933	$5,558	$934	$10,429	$4,677	$3,948	$62,851
Solid Waste Fund	5051 - Benefits-Retirement	$15,859	$21,260	$21,260	$18,380	$11,437	$1,922	$21,459	$9,623	$8,124	$129,323
Solid Waste Fund	5053 - Benefits-Retire Oblg	$3,010	$4,035	$4,035	$3,488	$2,170	$365	$4,072	$1,826	$1,542	$24,543
Solid Waste Fund	5055 - Benefits-Group Health Ins	$27,160	$36,409	$36,409	$31,476	$19,586	$3,291	$36,750	$16,480	$13,912	$221,471
Solid Waste Fund	5056 - Benefits-Group Life Insurance	$253	$340	$340	$294	$183	$31	$343	$154	$130	$2,066
Solid Waste Fund	5057 - Benefits-Workers Comp Ins	$2,229	$2,989	$2,989	$2,584	$1,608	$270	$3,017	$1,353	$1,142	$18,180
Solid Waste Fund	5058 - Benefits-Unemployment Comp Ins	$120	$161	$161	$139	$86	$15	$162	$73	$61	$977
Solid Waste Fund	5059 - Benefits-Educational Reimburse	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5060 - Benefits-Gym Membership	$39	$52	$52	$45	$28	$5	$52	$23	$20	$315
Solid Waste Fund	5061 - Benefits-Car Allowance	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5063 - Benefits-Taxable Benefits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5101 - Supplies-Office Supplies	$97	$130	$130	$113	$70	$12	$132	$59	$50	$793
Solid Waste Fund	5102 - Supplies-Minor Equip/Tools	$0	$345	$345	$456	$235	$0	$621	$71	$177	$2,250
Solid Waste Fund	5104 - Supplies-Veh/Equip-Fuel & Oil	$6,526	$49,917	$49,917	$83,125	$41,407	$625	$78,751	$24,505	$19,226	$354,000

Organization	Object	Character Code	FY 2025	Basis of Allocations
Solid Waste Fund	5105 - Supplies-Vehicle/Equip-Parts	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5107 - Supplies-Garbage Containers	51 - Supplies Exp	$42,529	Direct-Commercial Cart Serv
Solid Waste Fund	5108 - Supplies-Chemicals/Pesticides	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5109 - Supplies-Janitorial	51 - Supplies Exp	$680	Personnel
Solid Waste Fund	5110 - Supplies-Botanical	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5111 - Supplies-Medical	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5112 - Supplies-Computer Hdw/Sftw/Oth	51 - Supplies Exp	$21,904	Personnel
Solid Waste Fund	5114 - Supplies-Food & Beverages	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5116 - Supplies-Goodwill	51 - Supplies Exp	$3,471	Direct-Shared Services
Solid Waste Fund	5119 - Supplies-Testing	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5120 - Supplies-Clothing/Uniforms	51 - Supplies Exp	$4,717	Personnel
Solid Waste Fund	5121 - Supplies-Awards	51 - Supplies Exp	$309	Personnel
Solid Waste Fund	5122 - Supplies-Safety	51 - Supplies Exp	$4,851	Personnel
Solid Waste Fund	5199 - Supplies-Miscellaneous	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5200 - Maint-Office Equip/Furn	52 - Maintenance Exp	$0	Not Used
Solid Waste Fund	5203 - Maint-Fleet Chgs	52 - Maintenance Exp	$550,838	Equipment Maintenance
Solid Waste Fund	5204 - Maint-Machinery/Tools	52 - Maintenance Exp	$0	Not Used
Solid Waste Fund	5205 - Maint-Heavy Equipment	52 - Maintenance Exp	$855	Equipment Maintenance
Solid Waste Fund	5206 - Maint-Radio/Pager/Phone	52 - Maintenance Exp	$3,090	Personnel
Solid Waste Fund	5207 - Maint-Traffic Sign/Signal/Eq	52 - Maintenance Exp	$0	Not Used
Solid Waste Fund	5214 - Maint-Vehicles	52 - Maintenance Exp	$0	Not Used
Solid Waste Fund	5299 - Maint-Miscellaneous	52 - Maintenance Exp	$247	Equipment Maintenance
Solid Waste Fund	5303 - Prof Svcs-Engineer/Survey	53 - Prof Svcs Exp	$0	Not Used
Solid Waste Fund	5304 - Prof Svcs-Special Studies	53 - Prof Svcs Exp	$0	Not Used
Solid Waste Fund	5305 - Prof Svcs-Medical	53 - Prof Svcs Exp	$0	Not Used
Solid Waste Fund	5306 - Prof Svcs-Drug Testing	53 - Prof Svcs Exp	$1,298	Personnel
Solid Waste Fund	5307 - Prof Svcs-Pre-Employment Costs	53 - Prof Svcs Exp	$1,298	Personnel
Solid Waste Fund	5309 - Prof Svcs-Janitorial	53 - Prof Svcs Exp	$0	Not Used
Solid Waste Fund	5310 - Prof Svcs-Landscaping	53 - Prof Svcs Exp	$0	Not Used
Solid Waste Fund	5315 - Prof Svcs-Contract Labor	53 - Prof Svcs Exp	$0	Not Used
Solid Waste Fund	5399 - Prof Svcs-Miscellaneous	53 - Prof Svcs Exp	$0	Direct-Shared Services
Solid Waste Fund	5400 - Utilities-Electric	54 - Utilities Exp	$0	Not Used
Solid Waste Fund	5401 - Utilities-Natural Gas	54 - Utilities Exp	$0	Not Used
Solid Waste Fund	5402 - Utilities-Water	54 - Utilities Exp	$0	Not Used
Solid Waste Fund	5403 - Utilities-Wastewater	54 - Utilities Exp	$0	Not Used
Solid Waste Fund	5404 - Utilities-Local Phone	54 - Utilities Exp	$229	Personnel
Solid Waste Fund	5405 - Utilities-Phone-Long Distance	54 - Utilities Exp	$0	Not Used
Solid Waste Fund	5406 - Utilities-Mobile Phone	54 - Utilities Exp	$1,935	Personnel
Solid Waste Fund	5408 - Utilities-Sanitation	54 - Utilities Exp	$0	Not Used
Solid Waste Fund	5425 - Util Pur Svc-Disposal Fees	54 - Utilities Exp	$0	Not Used
Solid Waste Fund	5500 - Rent/Lease-Equipment	55 - Purchased Services	$0	Not Used
Solid Waste Fund	5503 - Rent/Lease-Clothing	55 - Purchased Services	$0	Not Used
Solid Waste Fund	5504 - Rent/Lease-Vehicles	55 - Purchased Services	$270,890	Direct-Commercial Dumpste
Solid Waste Fund	5520 - Insurance-Premiums	55 - Purchased Services	$20,900	Equipment Replacement
Solid Waste Fund	5521 - Insurance-Notary/Bonds	55 - Purchased Services	$0	Not Used
Solid Waste Fund	5529 - Insurance-Miscellaneous	55 - Purchased Services	$0	Not Used
Solid Waste Fund	5540 - Advertising-Legal Notices	55 - Purchased Services	$0	Not Used
Solid Waste Fund	5541 - Advertising-Recruiting	55 - Purchased Services	$0	Not Used
Solid Waste Fund	5542 - Advertising-Promotional	55 - Purchased Services	$0	Not Used
Solid Waste Fund	5551 - Training-Outside	55 - Purchased Services	$2,081	Personnel
Solid Waste Fund	5552 - Training-Inhouse	55 - Purchased Services	$1,082	Personnel
Solid Waste Fund	5553 - Training-Safety	55 - Purchased Services	$27,038	Personnel
Solid Waste Fund	5570 - Travel-Lodging/Transport/Other	55 - Purchased Services	$6,056	Personnel
Solid Waste Fund	5581 - Printing-Internal	55 - Purchased Services	$0	Not Used
Solid Waste Fund	5582 - Printing-External	55 - Purchased Services	$0	Not Used
Solid Waste Fund	5600 - Replacement-Fleet	56 - Replacements Exp	$957,180	Equipment Replacement
Solid Waste Fund	5601 - Replacement-Virtual Servers	56 - Replacements Exp	$0	Not Used
Solid Waste Fund	5609 - Replacement-IT Hdw/Sftw	56 - Replacements Exp	$0	Not Used
Solid Waste Fund	5700 - Capital-Computer Hardware	6H - Capital Outlay	$0	Not Used
Solid Waste Fund	5705 - Capital-Computer Software	6H - Capital Outlay	$0	Not Used
Solid Waste Fund	5710 - Capital-Office Furniture/Equip	6H - Capital Outlay	$0	Not Used
Solid Waste Fund	5720 - Capital-Vehicles	6H - Capital Outlay	$1,304,781	Equipment Replacement
Solid Waste Fund	5725 - Capital-Machinery/Tools	6H - Capital Outlay	$0	Not Used
Solid Waste Fund	5750 - Capital-Buildings/Structures	6H - Capital Outlay	$0	Not Used
Solid Waste Fund	5799 - Capital-Miscellaneous	6H - Capital Outlay	$0	Not Used
Solid Waste Fund	5930 - Misc-Memberships	59 - Misc Operating Exp	$618	Personnel
Solid Waste Fund	5935 - Misc-Subscriptions	59 - Misc Operating Exp	$0	Not Used
Solid Waste Fund	5951 - Service Awards	51 - Supplies Exp	$0	Not Used
Solid Waste Fund	5960 - Misc-Postage & Freight	59 - Misc Operating Exp	$0	Not Used
			$4,895,819	

Organization	Object	Shared Services	Brush	Bulky	Commercial Dumpster Service	Commercial Cart Service	Residential Recycling	Residential Refuse	Roll-Off Service	Street Sweeping	Total
Solid Waste Fund	5105 - Supplies-Vehicle/Equip-Parts	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5107 - Supplies-Garbage Containers	$0	$0	$0	$0	$42,529	$0	$0	$0	$0	$42,529
Solid Waste Fund	5108 - Supplies-Chemicals/Pesticides	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5109 - Supplies-Janitorial	$83	$112	$112	$97	$60	$10	$113	$51	$43	$680
Solid Waste Fund	5110 - Supplies-Botanical	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5111 - Supplies-Medical	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5112 - Supplies-Computer Hdw/Sftw/Oth	$2,686	$3,601	$3,601	$3,113	$1,937	$325	$3,635	$1,630	$1,376	$21,904
Solid Waste Fund	5114 - Supplies-Food & Beverages	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5116 - Supplies-Goodwill	$3,471	$0	$0	$0	$0	$0	$0	$0	$0	$3,471
Solid Waste Fund	5119 - Supplies-Testing	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5120 - Supplies-Clothing/Uniforms	$579	$776	$776	$670	$417	$70	$783	$351	$296	$4,717
Solid Waste Fund	5121 - Supplies-Awards	$38	$51	$51	$44	$27	$5	$51	$23	$19	$309
Solid Waste Fund	5122 - Supplies-Safety	$595	$798	$798	$689	$429	$72	$805	$361	$305	$4,851
Solid Waste Fund	5199 - Supplies-Miscellaneous	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5200 - Maint-Office Equip/Furn	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5203 - Maint-Fleet Chgs	$0	$84,431	$84,431	$111,557	$57,634	$0	$152,003	$17,372	$43,410	$550,838
Solid Waste Fund	5204 - Maint-Machinery/Tools	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5205 - Maint-Heavy Equipment	$0	$131	$131	$173	$89	$0	$236	$27	$67	$855
Solid Waste Fund	5206 - Maint-Radio/Pager/Phone	$379	$508	$508	$439	$273	$46	$513	$230	$194	$3,090
Solid Waste Fund	5207 - Maint-Traffic Sign/Signal/Eq	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5214 - Maint-Vehicles	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5299 - Maint-Miscellaneous	$0	$38	$38	$50	$26	$0	$68	$8	$19	$247
Solid Waste Fund	5303 - Prof Svcs-Engineer/Survey	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5304 - Prof Svcs-Special Studies	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5305 - Prof Svcs-Medical	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5306 - Prof Svcs-Drug Testing	$159	$213	$213	$184	$115	$19	$215	$97	$82	$1,298
Solid Waste Fund	5307 - Prof Svcs-Pre-Employment Costs	$159	$213	$213	$184	$115	$19	$215	$97	$82	$1,298
Solid Waste Fund	5309 - Prof Svcs-Janitorial	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5310 - Prof Svcs-Landscaping	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5315 - Prof Svcs-Contract Labor	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5399 - Prof Svcs-Miscellaneous	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5400 - Utilities-Electric	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5401 - Utilities-Natural Gas	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5402 - Utilities-Water	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5403 - Utilities-Wastewater	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5404 - Utilities-Local Phone	$28	$38	$38	$33	$20	$3	$38	$17	$14	$229
Solid Waste Fund	5405 - Utilities-Phone-Long Distance	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5406 - Utilities-Mobile Phone	$237	$318	$318	$275	$171	$29	$321	$144	$122	$1,935
Solid Waste Fund	5408 - Utilities-Sanitation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5425 - Util Pur Svc-Disposal Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5500 - Rent/Lease-Equipment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5503 - Rent/Lease-Clothing	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5504 - Rent/Lease-Vehicles	$0	$0	$0	$270,890	$0	$0	$0	$0	$0	$270,890
Solid Waste Fund	5520 - Insurance-Premiums	$0	$3,104	$3,104	$5,031	$2,274	$0	$5,506	$1,230	$651	$20,900
Solid Waste Fund	5521 - Insurance-Notary/Bonds	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5529 - Insurance-Miscellaneous	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5540 - Advertising-Legal Notices	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5541 - Advertising-Recruiting	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5542 - Advertising-Promotional	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5551 - Training-Outside	$255	$342	$342	$296	$184	$31	$345	$155	$131	$2,081
Solid Waste Fund	5552 - Training-Inhouse	$133	$178	$178	$154	$96	$16	$179	$80	$68	$1,082
Solid Waste Fund	5553 - Training-Safety	$3,316	$4,445	$4,445	$3,843	$2,391	$402	$4,486	$2,012	$1,698	$27,038
Solid Waste Fund	5570 - Travel-Lodging/Transport/Other	$743	$996	$996	$861	$536	$90	$1,005	$451	$380	$6,056
Solid Waste Fund	5581 - Printing-Internal	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5582 - Printing-External	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5600 - Replacement-Fleet	$0	$142,171	$142,171	$230,392	$104,131	$0	$252,146	$56,339	$29,830	$957,180
Solid Waste Fund	5601 - Replacement-Virtual Servers	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5609 - Replacement-IT Hdw/Sftw	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5700 - Capital-Computer Hardware	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5705 - Capital-Computer Software	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5710 - Capital-Office Furniture/Equip	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5720 - Capital-Vehicles	$0	$193,801	$193,801	$314,059	$141,946	$0	$343,714	$76,798	$40,663	$1,304,781
Solid Waste Fund	5725 - Capital-Machinery/Tools	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5750 - Capital-Buildings/Structures	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5799 - Capital-Miscellaneous	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5930 - Misc-Memberships	$76	$102	$102	$88	$55	$9	$103	$46	$39	$618
Solid Waste Fund	5935 - Misc-Subscriptions	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5951 - Service Awards	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5960 - Misc-Postage & Freight	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
		$180,197	**$702,098**	**$702,098**	**$1,212,983**	**$513,007**	**$21,248**	**$1,063,341**	**$279,622**	**$221,227**	**$4,895,819**

Organization	Object	Character Code	FY 2025	Basis of Allocations
52149100 -Non Dept-Exp				
Solid Waste Fund	5700 - Capital-Computer Hardware	6H - Capital Outlay	$0	Not Used
Solid Waste Fund	5720 - Capital-Vehicles	6H - Capital Outlay	$5,568,890	Equipment Replacement
Solid Waste Fund	6010 - Interdept Exp-Utility Billing	6C - InterDept Util Exp	$194,000	Direct-Shared Services
Solid Waste Fund	6215 - Oth Oper-Hiring Freeze	67 - Non-Dept Misc Exp	$0	Not Used
Solid Waste Fund	6230 - Other Oper-Inventory Loss	67 - Non-Dept Misc Exp	$0	Not Used
Solid Waste Fund	6240 - Other Oper-Miscellaneous	67 - Non-Dept Misc Exp	$0	Not Used
Solid Waste Fund	6310 - G&A Transfer Out-General Fd	6U - G&A Transfer Out	$1,236,174	Direct-Shared Services
Solid Waste Fund	6615 - Debt-Fiscal Agents Fees	4W - Misc Non-Operating	$0	Not Used
Solid Waste Fund	6620 - Debt-Misc Issue Costs	6O - Debt Exp - Cost	$0	Not Used
Solid Waste Fund	6640 - Debt-Interest Pmts-URB	6M - Debt Exp - Interest	$0	Not Used
Solid Waste Fund	6643 - Debt-Interest Pmts-GOB	6M - Debt Exp - Interest	$0	Not Used
Solid Waste Fund	6644 - Debt-Amort Interest-GOB	6M - Debt Exp - Interest	$0	Not Used
Solid Waste Fund	6646 - Debt-Interest Pmts-CO	6M - Debt Exp - Interest	$0	Not Used
Solid Waste Fund	6720 - Nonoper Exp-Contributions	60 - Public Agency	$57,649	Direct-Shared Services
Solid Waste Fund	6730 - Nonoper Exp-Loss on Sale-Equip	6D - Gain (loss) on asset	$0	Not Used
Solid Waste Fund	6770 - Nonoper Exp-Utility Trsf-GF	6F - Utility Transfer	$1,400,000	Direct-Shared Services
Solid Waste Fund	6790 - Nonoper Exp-Miscellaneous	6B - NonOp Misc Rev(Exp)	$0	Not Used
Solid Waste Fund	6806 - Transfer Out-Econ Dev Fd	6R - Transfer Out Exp	$0	Not Used
Solid Waste Fund	6861 - Transfer Out-Empl Benefit Fd	6R - Transfer Out Exp	$0	Not Used
Solid Waste Fund	6877 - Transfer Out-Gen Gov CIP Fd	6T - Capital Projects Xfr	$0	Not Used
Solid Waste Fund	6990 - Contingency	6X - Contingency	$154,500	Direct-Shared Services
Solid Waste Fund	6995 - Contingency-Pay Plan	6X - Contingency	$42,136	Direct-Shared Services
			$8,653,349	
	Total Expenditures		**$20,955,458**	

Revenue Offsets				
52140040 - Revenue				
Solid Waste Fund	4020 - Collection Service Fees	4W - Misc Non-Operating	($4,000)	Direct-Shared Services
Solid Waste Fund	4030 - Investment Income	41 - Investment Earnings	($125,000)	Direct-Shared Services
Solid Waste Fund	4031 - BVSWMA Income	4L - Other Revenue	($397,580)	Direct-Shared Services
Solid Waste Fund	4035 - Invest Inc - FMV Adjust	41 - Investment Earnings	$0	Not Used
Solid Waste Fund	4210 - Sales-Residential-Taxable	4A - Sales - Residential	$0	Not Used
Solid Waste Fund	4211 - Sales-Residential-Nontaxable	4A - Sales - Residential	$0	Not Used
Solid Waste Fund	4215 - Sales-Residential-Multifamily	4A - Sales - Residential	$0	Not Used
Solid Waste Fund	4220 - Sales-Commercial-Taxable	4B - Sales - Commercial	$0	Not Used
Solid Waste Fund	4221 - Sales-Commercial-Nontaxable	4B - Sales - Commercial	$0	Not Used
Solid Waste Fund	4234 - Sales-State Surcharge	4L - Other Revenue	($1,000)	Direct-Roll-Off Service
Solid Waste Fund	4250 - Sales-Other-Recycling	4L - Other Revenue	$0	Not Used
Solid Waste Fund	4280 - Other Fees	4L - Other Revenue	$0	Not Used
Solid Waste Fund	4284 - Other Fees-Taxable	4L - Other Revenue	($47,000)	Direct-Shared Services
Solid Waste Fund	4285 - Other Fees-Nontaxable	4L - Other Revenue	($5,000)	Direct-Shared Services
Solid Waste Fund	4520 - Rentals-Rolloff Containers-Tax	4H - Rents and Royalties	$0	Not Used
Solid Waste Fund	4521 - Rentals-Rolloff Container-Ntax	4H - Rents and Royalties	$0	Not Used
Solid Waste Fund	4541 - Forfeitures-Discounts-Penalty	4F - Fines & Penalties	($114,300)	Direct-Shared Services
Solid Waste Fund	4545 - Reimbursed Expenses	4W - Misc Non-Operating	$0	Not Used
Solid Waste Fund	4571 - Contribution/Donate-Equipment	4I - Contribution Revenue	$0	Not Used
Solid Waste Fund	4620 - Grants-State	4O - Intergovernmental	$0	Not Used
Solid Waste Fund	4760 - Earn in Joint Venture-BVSWMA	4Z - Earnings & Joint Ven	$0	Not Used
Solid Waste Fund	4770 - Proceeds from Sale of Property	6D - Gain (loss) on asset	$0	Not Used
Solid Waste Fund	4781 - Sale of Scrap Metal	4W - Misc Non-Operating	$0	Not Used
Solid Waste Fund	4790 - Misc Nonoperating Revenue	4W - Misc Non-Operating	$0	Not Used
Solid Waste Fund	Disposal Cost Reallocation	54 - Utilities Exp	$0	Direct-Residential Recycling
52140781 - Commercial				
Solid Waste Fund	4652 - Charges-Interdept-Electric	4R - Interdept Charges	$0	Not Used
52149000 - Non Dept-Reven				
Solid Waste Fund	4862 - Transfer In-Fleet Repl Fd	4K - Transfers In-Replace	($5,568,890)	Equipment Replacement
Solid Waste Fund	4801 - Transfer In-General Fd	4X - Transfers In	$0	Not Used
Solid Waste Fund	4823 - Transfer In-Prop Casualty Fd	4X - Transfers In	$0	Not Used
	Total Revenue Offsets		**($6,262,770)**	
	Total Revenue Requirement		**$14,692,688**	

Organization	Object	Shared Services	Brush	Bulky	Commercial Dumpster Service	Commercial Cart Service	Residential Recycling	Residential Refuse	Roll-Off Service	Street Sweeping	Total
52149100 -Non Dept-Exp											
Solid Waste Fund	5700 - Capital-Computer Hardware	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	5720 - Capital-Vehicles	$0	$827,154	$827,154	$1,340,425	$605,835	$0	$1,466,992	$327,779	$173,551	$5,568,890
Solid Waste Fund	6010 - Interdept Exp-Utility Billing	$194,000	$0	$0	$0	$0	$0	$0	$0	$0	$194,000
Solid Waste Fund	6215 - Oth Oper-Hiring Freeze	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	6230 - Other Oper-Inventory Loss	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	6240 - Other Oper-Miscellaneous	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	6310 - G&A Transfer Out-General Fd	$1,236,174	$0	$0	$0	$0	$0	$0	$0	$0	$1,236,174
Solid Waste Fund	6615 - Debt-Fiscal Agents Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	6620 - Debt-Misc Issue Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	6640 - Debt-Interest Pmts-URB	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	6643 - Debt-Interest Pmts-GOB	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	6644 - Debt-Amort Interest-GOB	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	6646 - Debt-Interest Pmts-CO	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	6720 - Nonoper Exp-Contributions	$57,649	$0	$0	$0	$0	$0	$0	$0	$0	$57,649
Solid Waste Fund	6730 - Nonoper Exp-Loss on Sale-Equip	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	6770 - Nonoper Exp-Utility Trsf-GF	$1,400,000	$0	$0	$0	$0	$0	$0	$0	$0	$1,400,000
Solid Waste Fund	6790 - Nonoper Exp-Miscellaneous	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	6806 - Transfer Out-Econ Dev Fd	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	6861 - Transfer Out-Empl Benefit Fd	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	6877 - Transfer Out-Gen Gov CIP Fd	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	6990 - Contingency	$154,500	$0	$0	$0	$0	$0	$0	$0	$0	$154,500
Solid Waste Fund	6995 - Contingency-Pay Plan	$42,136	$0	$0	$0	$0	$0	$0	$0	$0	$42,136
		$3,084,459	**$827,154**	**$827,154**	**$1,340,425**	**$605,835**	**$0**	**$1,466,992**	**$327,779**	**$173,551**	**$8,653,349**
	Total Expenditures	**$3,966,848**	**$2,376,729**	**$2,376,729**	**$3,577,196**	**$1,656,025**	**$1,599,956**	**$3,764,829**	**$956,137**	**$681,007**	**$20,955,458**
Revenue Offsets											
52140040 - Revenue											
Solid Waste Fund	4020 - Collection Service Fees	($4,000)	$0	$0	$0	$0	$0	$0	$0	$0	($4,000)
Solid Waste Fund	4030 - Investment Income	($125,000)	$0	$0	$0	$0	$0	$0	$0	$0	($125,000)
Solid Waste Fund	4031 - BVSWMA Income	($397,580)	$0	$0	$0	$0	$0	$0	$0	$0	($397,580)
Solid Waste Fund	4035 - Invest Inc - FMV Adjust	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4210 - Sales-Residential-Taxable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4211 - Sales-Residential-Nontaxable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4215 - Sales-Residential-Multifamily	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4220 - Sales-Commercial-Taxable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4221 - Sales-Commercial-Nontaxable	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4234 - Sales-State Surcharge	$0	$0	$0	$0	$0	$0	$0	($1,000)	$0	($1,000)
Solid Waste Fund	4250 - Sales-Other-Recycling	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4280 - Other Fees	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4284 - Other Fees-Taxable	($47,000)	$0	$0	$0	$0	$0	$0	$0	$0	($47,000)
Solid Waste Fund	4285 - Other Fees-Nontaxable	($5,000)	$0	$0	$0	$0	$0	$0	$0	$0	($5,000)
Solid Waste Fund	4520 - Rentals-Rolloff Containers-Tax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4521 - Rentals-Rolloff Container-Ntax	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4541 - Forfeitures-Discounts-Penalty	($114,300)	$0	$0	$0	$0	$0	$0	$0	$0	($114,300)
Solid Waste Fund	4545 - Reimbursed Expenses	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4571 - Contribution/Donate-Equipment	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4620 - Grants-State	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4760 - Earn in Joint Venture-BVSWMA	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4770 - Proceeds from Sale of Property	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4781 - Sale of Scrap Metal	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4790 - Misc Nonoperating Revenue	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	Disposal Cost Reallocation	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
52140781 - Commercial											
Solid Waste Fund	4652 - Charges-Interdept-Electric	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
52149000 - Non Dept-Reven											
Solid Waste Fund	4862 - Transfer In-Fleet Repl Fd	$0	($827,154)	($827,154)	($1,340,425)	($605,835)	$0	($1,466,992)	($327,779)	($173,551)	($5,568,890)
Solid Waste Fund	4801 - Transfer In-General Fd	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Solid Waste Fund	4823 - Transfer In-Prop Casualty Fd	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
	Total Revenue Offsets	**($692,880)**	**($827,154)**	**($827,154)**	**($1,340,425)**	**($605,835)**	**$0**	**($1,466,992)**	**($328,779)**	**($173,551)**	**($6,262,770)**
	Total Revenue Requirement	**$3,273,968**	**$1,549,575**	**$1,549,575**	**$2,236,771**	**$1,050,191**	**$1,599,956**	**$2,297,837**	**$627,358**	**$507,456**	**$14,692,688**

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Shared Services	$3,273,968	$3,426,822	$3,497,506	$3,568,688	$3,586,369
Brush	$1,549,575	$1,559,437	$1,586,705	$1,604,420	$1,689,255
Bulky	$1,549,575	$1,559,437	$1,586,705	$1,604,420	$1,689,255
Commercial Dumpster Service	$2,236,771	$2,458,105	$2,487,534	$2,500,332	$2,719,162
Commercial Cart Service	$1,050,191	$1,081,994	$1,098,648	$1,108,528	$1,123,655
Residential Recycling	$1,599,956	$1,640,546	$1,682,701	$1,725,760	$1,775,745
Residential Refuse	$2,297,837	$2,300,639	$2,329,342	$2,619,557	$2,607,007
Roll-Off Service	$627,358	$659,544	$787,843	$794,550	$800,481
Street Sweeping	$507,456	$514,537	$526,574	$536,234	$571,385
Total Revenue Requirement	**$14,692,688**	**$15,201,060**	**$15,583,559**	**$16,062,489**	**$16,562,313**

	Current Revenue - Current Rates				
	FY 2025	**FY 2026**	**FY 2027**	**FY 2028**	**FY 2029**
Single-Family Residential					
Collection and Disposal	$6,392,309	$6,715,760	$7,055,578	$7,412,590	$7,787,667
Additional Residential Trash Container	$630,528	$662,433	$695,952	$731,167	$768,164
Single-Family Residential Subtotal	**$7,022,838**	**$7,378,193**	**$7,751,530**	**$8,143,757**	**$8,555,831**
Multi-Family Residential					
Collection and Disposal	$1,246,099	$1,309,152	$1,375,395	$1,444,990	$1,518,107
Multi-Family Residential Subtotal	**$1,246,099**	**$1,309,152**	**$1,375,395**	**$1,444,990**	**$1,518,107**
Commercial Front Load					
Collection and Disposal	$4,448,134	$4,673,209	$4,909,674	$5,158,103	$5,419,103
Commercial Dumpster Subtotal	**$4,448,134**	**$4,673,209**	**$4,909,674**	**$5,158,103**	**$5,419,103**
Commercial Cart					
Collection and Disposal	$306,912	$322,442	$338,757	$355,898	$373,907
Commercial Cart Subtotal	**$306,912**	**$322,442**	**$338,757**	**$355,898**	**$373,907**
Roll-Off					
Collection and Disposal	$378,216	$397,354	$417,460	$438,583	$460,776 A.
Roll-Off Subtotal	**$378,216**	**$397,354**	**$417,460**	**$438,583**	**$460,776**
Total	$13,402,199	$14,080,350	$14,792,816	$15,541,332	$16,327,724

A. Roll Off revenue has been estimated based on provided FY 23 and FY 24 monthly revenue. Inflation and customer growth factors have also been applied.

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Single-Family Residential					
Revenue	$7,022,838	$7,378,193	$7,751,530	$8,143,757	$8,555,831
Revenue Requirement	($9,465,953)	($9,580,199)	($9,759,407)	($10,212,302)	($10,406,588)
Net Revenue	**($2,443,116)**	**($2,202,006)**	**($2,007,877)**	**($2,068,545)**	**($1,850,757)**
Multi-Family Residential					
Revenue	$1,246,099	$1,309,152	$1,375,395	$1,444,990	$1,518,107
Revenue Requirement	($2,073,875)	($2,212,271)	($2,246,176)	($2,256,917)	($2,372,047)
Net Revenue	**($827,776)**	**($903,119)**	**($870,781)**	**($811,927)**	**($853,941)**
Commercial Front Load					
Revenue	$4,448,134	$4,673,209	$4,909,674	$5,158,103	$5,419,103
Revenue Requirement	($1,781,176)	($1,949,201)	($1,975,697)	($1,982,582)	($2,170,004)
Net Revenue	**$2,666,958**	**$2,724,008**	**$2,933,977**	**$3,175,521**	**$3,249,099**
Commercial Cart					
Revenue	$306,912	$322,442	$338,757	$355,898	$373,907
Revenue Requirement	($462,198)	($484,413)	($492,497)	($495,376)	($498,252)
Net Revenue	**($155,286)**	**($161,971)**	**($153,740)**	**($139,477)**	**($124,346)**
Roll-Off					
Revenue	$378,216	$397,354	$417,460	$438,583	$460,776
Revenue Requirement	($909,485)	($974,977)	($1,109,782)	($1,115,312)	($1,115,422)
Net Revenue	**($531,269)**	**($577,623)**	**($692,322)**	**($676,729)**	**($654,646)**

Total Revenue	$13,402,199	$14,080,350	$14,792,816	$15,541,332	$16,327,724
Total Revenue Requirement	($14,692,688)	($15,201,060)	($15,583,559)	($16,062,489)	($16,562,313)
Total Net Revenue	**($1,290,489)**	**($1,120,710)**	**($790,743)**	**($521,157)**	**($234,590)**
Cumulative Net Revenue	($1,290,489)	($2,411,200)	($3,201,942)	($3,723,100)	($3,957,690)

Beginning Fund Balance	$3,730,590	$2,440,101	$1,319,390	$528,648	$7,490
Total Net Revenue	($1,290,489)	($1,120,710)	($790,743)	($521,157)	($234,590)
Ending Fund Balance	$2,440,101	$1,319,390	$528,648	$7,490	($227,100)
Target Fund Balance	$2,616,506	$2,707,038	$2,775,154	$2,860,443	$2,949,453

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Shared Services	**$2,090,210**	**$2,135,079**	**$2,179,119**	**$2,255,120**	**$2,214,195**
Brush	**$1,485,247**	**$1,494,699**	**$1,520,836**	**$1,537,815**	**$1,619,128**
Disposal	$371,312	$373,675	$380,209	$384,454	$404,782
Non-Disposal	$1,113,935	$1,121,024	$1,140,627	$1,153,362	$1,214,346
Bulky	**$1,485,247**	**$1,494,699**	**$1,520,836**	**$1,537,815**	**$1,619,128**
Disposal	$445,574	$448,410	$456,251	$461,345	$485,738
Non-Disposal	$1,039,673	$1,046,289	$1,064,585	$1,076,471	$1,133,390
Residential Recycling	**$1,599,956**	**$1,640,546**	**$1,682,701**	**$1,725,760**	**$1,775,745**
Residential Refuse	**$2,297,837**	**$2,300,639**	**$2,329,342**	**$2,619,557**	**$2,607,007**
Disposal	$689,351	$690,192	$698,803	$785,867	$782,102
Non-Disposal	$1,608,486	$1,610,447	$1,630,539	$1,833,690	$1,824,905
Street Sweeping	**$507,456**	**$514,537**	**$526,574**	**$536,234**	**$571,385**
Total Revenue Requirement	**$9,465,953**	**$9,580,199**	**$9,759,407**	**$10,212,302**	**$10,406,588**

Households	26,306	26,832	27,369	27,916	28,474

Shared Services	**$6.62**	**$6.63**	**$6.64**	**$6.73**	**$6.48**
Brush	**$4.71**	**$4.64**	**$4.63**	**$4.59**	**$4.74**
Disposal	$1.18	$1.16	$1.16	$1.15	$1.18
Non-Disposal	$3.53	$3.48	$3.47	$3.44	$3.55
Bulky	**$4.71**	**$4.64**	**$4.63**	**$4.59**	**$4.74**
Disposal	$1.41	$1.39	$1.39	$1.38	$1.42
Non-Disposal	$3.29	$3.25	$3.24	$3.21	$3.32
Residential Recycling	**$5.07**	**$5.10**	**$5.12**	**$5.15**	**$5.20**
Residential Refuse	**$7.28**	**$7.15**	**$7.09**	**$7.82**	**$7.63**
Disposal	$2.18	$2.14	$2.13	$2.35	$2.29
Non-Disposal	$5.10	$5.00	$4.96	$5.47	$5.34
Roll-Off Service	$0.00	$0.00	$0.00	$0.00	$0.00
Street Sweeping	**$1.61**	**$1.60**	**$1.60**	**$1.60**	**$1.67**
Single-Family Cost per Household	**$29.99**	**$29.75**	**$29.72**	**$30.49**	**$30.46**

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Shared Services	**$453,357**	**$491,146**	**$501,277**	**$499,444**	**$519,693**
Brush	**$64,328**	**$64,737**	**$65,869**	**$66,605**	**$70,127**
Disposal	$19,298	$19,421	$19,761	$19,981	$21,038
Non-Disposal	$45,030	$45,316	$46,109	$46,623	$49,089
Bulky	**$64,328**	**$64,737**	**$65,869**	**$66,605**	**$70,127**
Disposal	$19,298	$19,421	$19,761	$19,981	$21,038
Non-Disposal	$45,030	$45,316	$46,109	$46,623	$49,089
Commercial Dumpster Service	**$795,268**	**$873,962**	**$884,425**	**$888,976**	**$966,779**
Disposal	$238,580	$262,189	$265,328	$266,693	$290,034
Non-Disposal	$556,688	$611,773	$619,098	$622,283	$676,745
Commercial Cart Service	**$696,593**	**$717,688**	**$728,735**	**$735,288**	**$745,322**
Disposal	$139,319	$143,538	$145,747	$147,058	$149,064
Non-Disposal	$557,275	$574,151	$582,988	$588,231	$596,258
Total Revenue Requirement	**$2,073,875**	**$2,212,271**	**$2,246,176**	**$2,256,917**	**$2,372,047**

Units	11,226	11,451	11,680	11,913	12,152

Shared Services	**$3.37**	**$3.57**	**$3.58**	**$3.49**	**$3.56**
Brush	**$0.48**	**$0.47**	**$0.47**	**$0.47**	**$0.48**
Disposal	$0.14	$0.14	$0.14	$0.14	$0.14
Non-Disposal	$0.33	$0.33	$0.33	$0.33	$0.34
Bulky	**$0.48**	**$0.47**	**$0.47**	**$0.47**	**$0.48**
Disposal	$0.14	$0.14	$0.14	$0.14	$0.14
Non-Disposal	$0.33	$0.33	$0.33	$0.33	$0.34
Commercial Dumpster Service	**$5.90**	**$6.36**	**$6.31**	**$6.22**	**$6.63**
Disposal	$1.77	$1.91	$1.89	$1.87	$1.99
Non-Disposal	$4.13	$4.45	$4.42	$4.35	$4.64
Commercial Cart Service	**$5.17**	**$5.22**	**$5.20**	**$5.14**	**$5.11**
Disposal	$1.03	$1.04	$1.04	$1.03	$1.02
Non-Disposal	$4.14	$4.18	$4.16	$4.11	$4.09
Street Sweeping	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Multi-Family Cost per Household per Month	**$15.39**	**$16.10**	**$16.03**	**$15.79**	**$16.27**

Annual Collection Cost	$1,657,379	$1,767,702	$1,795,579	$1,803,204	$1,890,873
Annual Collections	125,758	128,273	130,838	133,455	136,124
Annual Collection Cost	$13.18	$13.78	$13.72	$13.51	$13.89

Annual Disposal Cost	$416,496	$444,569	$450,596	$453,713	$481,174
Annual Cart Disposal Capacity	88,000	89,760	91,555	93,386	95,254
Annual Dumpster Disposal Capacity	525,732	536,247	546,972	557,912	569,070

Cart Disposal Costs	$59,719	$63,744	$64,609	$65,056	$68,993
Dumpster Disposal Costs	$356,777	$380,824	$385,988	$388,658	$412,181

Disposal Cost per Cart CY	$0.68	$0.71	$0.71	$0.70	$0.72
Disposal Cost per Dumpster CY	$0.68	$0.71	$0.71	$0.70	$0.72

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Shared Services	**$339,673**	**$365,058**	**$372,588**	**$371,225**	**$417,621**
Commercial Dumpster Service	**$1,441,503**	**$1,584,143**	**$1,603,109**	**$1,611,357**	**$1,752,383**
Disposal	$432,451	$475,243	$480,933	$483,407	$525,715
Non-Disposal	$1,009,052	$1,108,900	$1,122,176	$1,127,950	$1,226,668
Total Revenue Requirement	**$1,781,176**	**$1,949,201**	**$1,975,697**	**$1,982,582**	**$2,170,004**

Annual Collection Cost	**$1,348,725**	**$1,473,958**	**$1,494,764**	**$1,499,175**	**$1,644,289**
Annual Collections	120,560	122,971	125,431	127,939	130,498
Cost per Collection	$11.19	$15.85	$15.75	$15.50	$16.63

Annual Disposal Cost	**$432,451**	**$475,243**	**$480,933**	**$483,407**	**$525,715**
Annual Compactor Disposal Capacity	148,300	151,266	154,291	157,377	160,525
Annual Dumpster Disposal Capacity	817,452	833,802	850,478	867,487	884,837

Compactor Disposal Costs	$66,407	$72,978	$73,851	$74,231	$80,728
Dumpster Disposal Costs	$366,044	$402,265	$407,081	$409,176	$444,987

Disposal Cost per Compactor CY	$0.45	$0.48	$0.48	$0.47	$0.50
Disposal Cost per Dumpster CY	$0.45	$0.48	$0.48	$0.47	$0.50

Monthly Commercial Front Load Collection Cost of Service

FY 2025	Collections per Week					
Type/Size	1	2	3	4	5	6
2 CY Compactor	$60.12	$120.24	$180.36	$240.48	$300.60	$360.72
3 CY Compactor	$65.94	$131.88	$197.82	$263.77	$329.71	$395.65
4 CY Compactor	$71.76	$143.53	$215.29	$287.05	$358.81	$430.58
6 CY Compactor	$83.41	$166.81	$250.22	$333.62	$417.03	$500.43
4 CY Dumpster	$56.24	$112.48	$168.72	$224.96	$281.20	$337.44
8 CY Dumpster	$64.00	$128.00	$192.00	$256.00	$320.01	$384.01

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Shared Services	**$108,601**	**$120,107**	**$122,584**	**$122,136**	**$119,920**
Commercial Cart Service	**$353,597**	**$364,306**	**$369,913**	**$373,240**	**$378,333**
Disposal	$106,079	$109,292	$110,974	$111,972	$113,500
Non-Disposal	$247,518	$255,014	$258,939	$261,268	$264,833
Total Revenue Requirement	**$462,198**	**$484,413**	**$492,497**	**$495,376**	**$498,252**

Annual Scheduled Collections	30,074	30,675	31,289	31,914	32,553
City Cost per Scheduled Collection	$11.84	$12.23	$12.19	$12.01	$11.82

Annual Scheduled CY Collected	28,054	28,615	29,188	29,772	30,367
Disposal per CY	$3.78	$3.82	$3.80	$3.76	$3.74

Monthly Commercial Cart Collection Cost of Service

FY 2025	Collections per Week					
Type/Size	1	2	3	4	5	6
90 Gallon Container	$58.61	$117.23	$175.84	$234.46	$293.07	$351.69
400 Gallon Container	$83.76	$167.53	$251.29	$335.05	$418.82	$502.58

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Shared Services	$282,127	$315,433	$321,939	$320,762	$314,941
Roll-Off Service	$627,358	$659,544	$787,843	$794,550	$800,481
Disposal	$313,679	$329,772	$393,922	$397,275	$400,240
Non-Disposal	$313,679	$329,772	$393,922	$397,275	$400,240
Total Revenue Requirement	**$909,485**	**$974,977**	**$1,109,782**	**$1,115,312**	**$1,115,422**

Pulls per Year	2,160	2,204	2,248	2,293	2,338
Total Cost per Pull	$421	$442	$494	$486	$477

Non-Disposal Cost per Pull	$275.79	$292.80	$318.49	$313.20	$305.84
Average Disposal Cost per Pull	$145.20	$149.65	$175.26	$173.29	$171.16

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Single-Family Rate Increase	3.0%	10.0%	5.0%	5.0%	5.0%
Proposed Single-Family Rate	$20.86	$22.94	$24.09	$25.29	$26.56
Proposed Additional Cart	$14.68	$16.15	$16.95	$17.80	$18.69
Multi-Family Rate Increase	3.0%	10.0%	5.0%	5.0%	5.0%
Proposed Multi-Family Rate	$9.53	$10.48	$11.00	$11.55	$12.13
Commercial Front Load Rate Increase	3.0%	5.0%	5.0%	5.0%	5.0%
Commercial Cart Rate Increase - 90 Gallon	3.0%	5.0%	5.0%	5.0%	5.0%
Commercial Cart Rate Increase - 300/400 Gallo	3.0%	5.0%	5.0%	5.0%	5.0%
20 CY Roll Off Rate Increase	3.0%	10.0%	5.0%	5.0%	5.0%
Proposed 20 CY Roll Off Rate	$5.15	$5.67	$5.95	$6.25	$6.56
Proposed 30 CY Roll Off Rate	$5.41	$5.95	$6.25	$6.56	$6.89
Proposed 40 CY Roll Off Rate	$5.67	$6.23	$6.54	$6.87	$7.21
Proposed Delivery and Set Up Fee	$49.70	$54.67	$57.40	$60.27	$63.28
Service per Load + per Ton Landfill Charge	$229.69	$252.66	$265.29	$278.56	$292.48

	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Single-Family Residential					
Revenue	$7,233,523	$8,116,013	$8,692,250	$9,309,399	$9,970,367
Revenue Requirement	($9,465,953)	($9,580,199)	($9,759,407)	($10,212,302)	($10,406,588)
Net Revenue	($2,232,430)	($1,464,187)	($1,067,157)	($902,903)	($436,222)
Multi-Family Residential					
Revenue	$1,283,482	$1,440,067	$1,542,312	$1,651,816	$1,769,095
Revenue Requirement	($2,073,875)	($2,212,271)	($2,246,176)	($2,256,917)	($2,372,047)
Net Revenue	($790,393)	($772,204)	($703,864)	($605,101)	($602,952)
Commercial Front Load					
Revenue	$4,581,578	$4,906,870	$5,255,258	$5,628,381	$6,027,996
Revenue Requirement	($1,781,176)	($1,949,201)	($1,975,697)	($1,982,582)	($2,170,004)
Net Revenue	$2,800,402	$2,957,669	$3,279,561	$3,645,799	$3,857,992
Commercial Cart					
Revenue	$316,119	$338,564	$362,602	$388,346	$415,919
Revenue Requirement	($462,198)	($484,413)	($492,497)	($495,376)	($498,252)
Net Revenue	($146,079)	($145,849)	($129,896)	($107,029)	($82,333)
Roll-Off					
Revenue	$389,562	$450,202	$496,631	$547,849	$604,348
Revenue Requirement	($909,485)	($974,977)	($1,109,782)	($1,115,312)	($1,115,422)
Net Revenue	($519,923)	($524,775)	($613,151)	($567,463)	($511,073)
Total Revenue	$13,804,265	$15,251,715	$16,349,052	$17,525,791	$18,787,725
Total Revenue Requirement	($14,692,688)	($15,201,060)	($15,583,559)	($16,062,489)	($16,562,313)
Total Net Revenue	($888,423)	$50,655	$765,493	$1,463,302	$2,225,412
Cumulative Net Revenue	($888,423)	($837,768)	($72,275)	$1,391,027	$3,616,438
Target Fund Balance	$2,616,506	$2,707,038	$2,775,154	$2,860,443	$2,949,453
Beginning Balance	$3,730,590	$2,842,167	$2,892,822	$3,658,315	$5,121,617
Total Net Revenue	($888,423)	$50,655	$765,493	$1,463,302	$2,225,412
Ending Fund Balance	**$2,842,167**	**$2,892,822**	**$3,658,315**	**$5,121,617**	**$7,347,028**
Over/Under Reserve Requirement	$225,661	$185,783	$883,160	$2,261,173	$4,397,575

	Collection Frequency					
FY 2025	1x	2x	3x	4x	5x	6x
90 Gallon Container	$23.43	$47.90	$71.84	$93.99	$117.42	$138.54
300/400 Gallon Container	$172.53	$227.37	$276.81	$326.51	$378.78	$438.78
2 CY Compactor	$180.25	$357.67	$538.18	$716.88	$893.27	$1,073.26
3 CY Compactor	$210.38	$420.37	$630.75	$841.00	$1,050.60	$1,261.36
4 CY Compactor	$240.51	$483.07	$723.32	$965.11	$1,207.93	$1,449.47
6 CY Compactor	$323.94	$651.73	$976.70	$1,301.92	$1,626.11	$1,950.82
4 CY Dumpster	$216.56	$287.37	$353.81	$429.51	$503.93	$569.59
8 CY Dumpster	$266.26	$369.77	$472.77	$573.20	$677.74	$776.88

	Collection Frequency					
FY 2026	1x	2x	3x	4x	5x	6x
90 Gallon Container	$24.60	$50.29	$75.43	$98.69	$123.29	$145.46
300/400 Gallon Container	$181.15	$238.74	$290.65	$342.84	$397.72	$460.72
2 CY Compactor	$189.26	$375.55	$565.08	$752.72	$937.93	$1,126.92
3 CY Compactor	$220.90	$441.39	$662.28	$883.04	$1,103.13	$1,324.43
4 CY Compactor	$252.53	$507.22	$759.48	$1,013.37	$1,268.33	$1,521.94
6 CY Compactor	$340.13	$684.32	$1,025.53	$1,367.02	$1,707.42	$2,048.36
4 CY Dumpster	$227.39	$301.74	$371.50	$450.99	$529.12	$598.07
8 CY Dumpster	$279.57	$388.26	$496.41	$601.85	$711.63	$815.72

	Collection Frequency					
FY 2027	1x	2x	3x	4x	5x	6x
90 Gallon Container	$25.83	$52.80	$79.21	$103.62	$129.46	$152.73
300/400 Gallon Container	$190.21	$250.68	$305.19	$359.98	$417.61	$483.75
2 CY Compactor	$198.73	$394.33	$593.34	$790.36	$984.83	$1,183.27
3 CY Compactor	$231.94	$463.46	$695.40	$927.20	$1,158.29	$1,390.65
4 CY Compactor	$265.16	$532.58	$797.46	$1,064.03	$1,331.75	$1,598.04
6 CY Compactor	$357.14	$718.54	$1,076.81	$1,435.37	$1,792.79	$2,150.78
4 CY Dumpster	$238.75	$316.83	$390.07	$473.53	$555.58	$627.97
8 CY Dumpster	$293.55	$407.67	$521.23	$631.95	$747.21	$856.51

	Collection Frequency					
FY 2028	1x	2x	3x	4x	5x	6x
90 Gallon Container	$27.13	$55.44	$83.17	$108.80	$135.93	$160.37
300/400 Gallon Container	$199.72	$263.21	$320.45	$377.98	$438.49	$507.94
2 CY Compactor	$208.66	$414.04	$623.00	$829.88	$1,034.07	$1,242.43
3 CY Compactor	$243.54	$486.63	$730.17	$973.56	$1,216.20	$1,460.19
4 CY Compactor	$278.41	$559.21	$837.33	$1,117.24	$1,398.33	$1,677.94
6 CY Compactor	$375.00	$754.46	$1,130.65	$1,507.14	$1,882.43	$2,258.32
4 CY Dumpster	$250.69	$332.67	$409.57	$497.21	$583.36	$659.37
8 CY Dumpster	$308.22	$428.05	$547.29	$663.54	$784.57	$899.33

	Collection Frequency					
FY 2029	1x	2x	3x	4x	5x	6x
90 Gallon Container	$28.48	$58.22	$87.33	$114.24	$142.72	$168.39
300/400 Gallon Container	$209.71	$276.37	$336.47	$396.87	$460.41	$533.34
2 CY Compactor	$219.10	$434.75	$654.16	$871.37	$1,085.77	$1,304.55
3 CY Compactor	$255.72	$510.96	$766.68	$1,022.23	$1,277.01	$1,533.20
4 CY Compactor	$292.34	$587.17	$879.20	$1,173.10	$1,468.25	$1,761.84
6 CY Compactor	$393.75	$792.18	$1,187.18	$1,582.49	$1,976.55	$2,371.23
4 CY Dumpster	$263.23	$349.30	$430.05	$522.07	$612.53	$692.34
8 CY Dumpster	$323.63	$449.46	$574.65	$696.72	$823.80	$944.30

Basis of Test Year	FY 2024
First Year of Forecast	FY 2025

Beginning Fund Balance (FY 2025)	$3,730,590
Reserve Requirement	65 Days

Inflation and Customer Growth Rates

Category	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Notes
No Inflation	0.0%	0.0%	0.0%	0.0%	0.0%	
Not Used	0.0%	0.0%	0.0%	0.0%	0.0%	
General	3.0%	3.0%	3.0%	3.0%	3.0%	
Salary (Base)	5.0%	5.0%	5.0%	5.0%	5.0%	
Salary (Adjusted)	5.0%	9.5%	5.0%	7.0%	7.0%	
Benefits (Base)	5.0%	5.0%	5.0%	5.0%	5.0%	
Benefits (Adjusted)	5.0%	9.5%	5.0%	7.0%	7.0%	
Headcount	0.0%	4.3%	0.0%	2.0%	2.0%	
Equipment Maintenance (Base)	3.0%	3.0%	3.0%	3.0%	3.0%	
Equipment Maintenance (Adjusted)	3.0%	4.3%	3.8%	4.7%	4.3%	
Fuel (Base)	0.0%	0.0%	0.0%	0.0%	0.0%	
Fuel (Adjusted)	0.0%	0.0%	0.0%	0.0%	0.0%	
Vehicles	0.0%	0.0%	0.0%	0.0%	0.0%	
Refuse Accts/Tons	0.0%	0.0%	0.0%	0.0%	0.0%	
Brush Tons	0.0%	0.0%	0.0%	0.0%	0.0%	
Bulky Tons	0.0%	0.0%	0.0%	0.0%	0.0%	
Recycling Accts	0.0%	2.5%	2.5%	2.5%	2.5%	
Disposal Cost	0.0%	0.0%	0.0%	0.0%	0.0%	
MF Accts	0.0%	0.0%	0.0%	0.0%	0.0%	
Health Ins	0.0%	0.0%	0.0%	0.0%	0.0%	
Other	0.0%	0.0%	0.0%	0.0%	0.0%	
FEL and Cart Accounts	0.0%	0.0%	0.0%	0.0%	0.0%	
Roll-off Accounts	0.0%	0.0%	0.0%	0.0%	0.0%	
Waste Tons	0.0%	0.0%	0.0%	0.0%	0.0%	
Utilities	3.5%	3.0%	3.0%	3.0%	3.0%	
CPI - Rates	3.5%	3.0%	3.0%	3.0%	3.0%	
Blank	0.0%	0.0%	0.0%	0.0%	0.0%	

Customer Classes	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	Notes
Single-Family Residential	2%	2%	2%	2%	2%	
Multi-Family Residential	2%	2%	2%	2%	2%	
Commercial Front Load	2%	2%	2%	2%	2%	
Commercial Cart	2%	2%	2%	2%	2%	
Roll-Off	2%	2%	2%	2%	2%	

Current Rates	FY 2025
Curbside	$20.25
Additional Cart	$14.25
Multi-Family	$9.25
Small Business Joint-Use Minimum Charge	$19.00

Bi-Weekly Recycling Collection Charge per HH per Month	$3.22

Current Commercial Rates	FY 2025						
	1x	2x	3x	4x	5x	6x	Additional Collection
90 Gallon Container	$22.75	$46.50	$69.75	$91.25	$114.00	$134.50	$16.50
300/400 Gallon Container	$167.50	$220.75	$268.75	$317.00	$367.75	$426.00	$33.00
2 CY Compactor	$175.00	$347.25	$522.50	$696.00	$867.25	$1,042.00	$42.00
3 CY Compactor	$204.25	$408.13	$612.38	$816.50	$1,020.00	$1,224.63	$50.38 A.
4 CY Compactor	$233.50	$469.00	$702.25	$937.00	$1,172.75	$1,407.25	$58.75
6 CY Compactor	$314.50	$632.75	$948.25	$1,264.00	$1,578.75	$1,894.00	$76.00
4 CY Dumpster	$210.25	$279.00	$343.50	$417.00	$489.25	$553.00	$50.75
8 CY Dumpster	$258.50	$359.00	$459.00	$556.50	$658.00	$754.25	$67.00

A. Not Provided: Estimated by taking average between 2 CY and 4 CY Compactor Rates

Roll Off Rates	FY 2025
Delivery and Set Up Fee	$48.25
Daily Rental Fee	
20 CY	$5.00
30 CY	$5.25
40 CY	$5.50
Service per Load + per Ton Landfill Charge	$223.00

Recycling Contract Rate per Household
$4.80

Org.	Division	Dept Description	Job Title	Employee	FTE	Base Rate	Salary	Impact Year	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
52140780	PW - ADMINISTRATION	Solid Waste - Residential Admin	STAFF ASSISTANT I	DELEON, JESSICA INEZ	0.5	$17.49	$18,190	FY 2025	$18,190	$18,190	$18,190	$18,190	$18,190
52140780	PW - ADMINISTRATION	Solid Waste - Residential Admin	STAFF ASSISTANT II	WALLER, RHONDA G	0.5	$21.13	$21,975	FY 2025	$21,975	$21,975	$21,975	$21,975	$21,975
52140780	PW - SOLID WASTE	Solid Waste - Residential Admin	CREW LEADER / PW-SOLID WASTE - Residential Container Coordinator	EVERLINE, WILLIE L	1	$29.31	$60,965	FY 2025	$60,965	$60,965	$60,965	$60,965	$60,965
52140780	PW - SOLID WASTE	Solid Waste - Residential Admin	DIVISION MGR - SOLID WASTE	ASK, CAROLINE L	1	$40.11	$83,429	FY 2025	$83,429	$83,429	$83,429	$83,429	$83,429
52140780	PW - SOLID WASTE	Solid Waste - Residential Admin	ENVIRONMENTAL & RECYCLING PROGRAMS TECH	BROWN, HAROLD D	1	$26.39	$54,891	FY 2025	$54,891	$54,891	$54,891	$54,891	$54,891
52140780	PW - SOLID WASTE	Solid Waste - Residential Admin	ENVIRONMENTAL COMPLIANCE & RECYCLING MANAGER	EWING CATES, STACY L	1	$33.56	$69,805	FY 2025	$69,805	$69,805	$69,805	$69,805	$69,805
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - REL	CURTIS, JaCOREY	1	$19.34	$40,227	FY 2025	$40,227	$40,227	$40,227	$40,227	$40,227
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - Residential Automated	APILADO, TAI	1	$20.48	$42,598	FY 2025	$42,598	$42,598	$42,598	$42,598	$42,598
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - Boom	BROWN, VINCENT D	1	$22.32	$46,426	FY 2025	$46,426	$46,426	$46,426	$46,426	$46,426
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - REL	PETERSON, PIERRE	1	$19.34	$40,227	FY 2025	$40,227	$40,227	$40,227	$40,227	$40,227
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - Boom	DURAN, CARLOS	1	$20.84	$43,347	FY 2025	$43,347	$43,347	$43,347	$43,347	$43,347
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - REL	ESQUIVEL, KEVIN	1	$20.48	$42,598	FY 2025	$42,598	$42,598	$42,598	$42,598	$42,598
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - Boom	GARCIA, DANIEL	1	$23.04	$47,923	FY 2025	$47,923	$47,923	$47,923	$47,923	$47,923
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - Residential Automated/FEL Rotation	GONZALES, JOSE A	1	$22.05	$45,864	FY 2025	$45,864	$45,864	$45,864	$45,864	$45,864
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - Residential Automated/FEL Rotation	HOLT, FRANK L	1	$20.48	$42,598	FY 2025	$42,598	$42,598	$42,598	$42,598	$42,598
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - REL	JONES, XAVIER	1	$19.34	$40,227	FY 2025	$40,227	$40,227	$40,227	$40,227	$40,227
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - REL	KING, JATAVARION	1	$19.34	$40,227	FY 2025	$40,227	$40,227	$40,227	$40,227	$40,227
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - Rural	PAYTON, JOHNNIE L	1	$21.58	$44,886	FY 2025	$44,886	$44,886	$44,886	$44,886	$44,886
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - Boom	PEDRAZINE, ALAN M	1	$23.78	$49,462	FY 2025	$49,462	$49,462	$49,462	$49,462	$49,462
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - Brush Open Top	RODRIGUEZ, CARLOS J	1	$22.48	$46,758	FY 2025	$46,758	$46,758	$46,758	$46,758	$46,758
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - Residential Automated/FEL Rotation	RODRIGUEZ, DAVID L	1	$20.97	$43,618	FY 2025	$43,618	$43,618	$43,618	$43,618	$43,618
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - REL	RODRIQUEZ, ERNESTO A	1	$21.47	$44,658	FY 2025	$44,658	$44,658	$44,658	$44,658	$44,658
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - REL	SALOMON, ZACHARY T	1	$20.88	$43,430	FY 2025	$43,430	$43,430	$43,430	$43,430	$43,430
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - REL	VACANCY	1		$0	FY 2025	$0	$0	$0	$0	$0
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - Residential Automated	WILLIAMS, TERRANCE	1	$20.67	$42,994	FY 2025	$42,994	$42,994	$42,994	$42,994	$42,994
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE EQUIPMENT OPERATOR - REL	WREN, BOSTON L	1	$20.67	$42,994	FY 2025	$42,994	$42,994	$42,994	$42,994	$42,994
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE LABORER - Bulk & Brush	HOLLIS, JAMES	1	$23.43	$48,734	FY 2025	$48,734	$48,734	$48,734	$48,734	$48,734
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE SUPERVISOR - Residential Automated, Roll-off, & Rural Routes	CONTRERAS, NASARIO D	1	$25.56	$53,165	FY 2025	$53,165	$53,165	$53,165	$53,165	$53,165
52140780	PW - SOLID WASTE	Solid Waste Residential Fund	SOLID WASTE SUPERVISOR - Bulk & Brush (REL, Boom, & Open Top)	MUCKELROY, MAURICE A	1	$24.09	$50,107	FY 2025	$50,107	$50,107	$50,107	$50,107	$50,107
52140780	PW - STREETS/DRAINAGE/IRR	Solid Waste Residential Fund	EQUIPMENT OPER I/PW-SANITATION - Street Sweeper	CALHOUN, LIZA MARIE	1	$20.47	$42,578	FY 2025	$42,578	$42,578	$42,578	$42,578	$42,578
52140780	PW - STREETS/DRAINAGE/IRR	Solid Waste Residential Fund	EQUIPMENT OPER I/PW-SANITATION - Street Sweeper	ROBERTSON, TERRELL	1	$20.60	$42,848	FY 2025	$42,848	$42,848	$42,848	$42,848	$42,848
52140780	PW - STREETS/DRAINAGE/IRR	Solid Waste Residential Fund	EQUIPMENT OPER II/PW-SANITATION - Street Sweeper	EASLEY, BLAKE	1	$22.29	$46,363	FY 2025	$46,363	$46,363	$46,363	$46,363	$46,363
52140781	PW - ADMINISTRATION	Solid Waste - Commercial Fund	STAFF ASSISTANT I	DELEON, JESSICA INEZ	0.5	$17.49	$18,190	FY 2025	$18,190	$18,190	$18,190	$18,190	$18,190
52140781	PW - ADMINISTRATION	Solid Waste - Commercial Fund	STAFF ASSISTANT II	WALLER, RHONDA G	0.5	$21.13	$21,975	FY 2025	$21,975	$21,975	$21,975	$21,975	$21,975
52140781	PW - SOLID WASTE	Solid Waste - Commercial Fund	CREW LEADER / PW-SOLID WASTE - Commercial Container Coordinator	GODSHALL, MICHAEL	1	$23.02	$47,882	FY 2025	$47,882	$47,882	$47,882	$47,882	$47,882
52140781	PW - SOLID WASTE	Solid Waste - Commercial Fund	SOLID WASTE EQUIPMENT OPERATOR - Roll-off	CRUZ, ERNEST A	1	$19.61	$40,789	FY 2025	$40,789	$40,789	$40,789	$40,789	$40,789
52140781	PW- SOLID WASTE	Solid Waste - Commercial Fund	SOLID WASTE EQUIPMENT OPERATOR - Commercial Spare	WARDALE, THOMAS	1	$21.32	$44,346	FY 2025	$44,346	$44,346	$44,346	$44,346	$44,346
52140781	PW - SOLID WASTE	Solid Waste - Commercial Fund	SOLID WASTE EQUIPMENT OPERATOR - Commercial Spare	BURNS, SEDRICK	1	$20.48	$42,598	FY 2025	$42,598	$42,598	$42,598	$42,598	$42,598
52140781	PW - SOLID WASTE	Solid Waste - Commercial Fund	SOLID WASTE EQUIPMENT OPERATOR - FEL	VACANCY	1		$0	FY 2025	$0	$0	$0	$0	$0
52140781	PW - SOLID WASTE	Solid Waste - Commercial Fund	SOLID WASTE EQUIPMENT OPERATOR - FEL	LEYVA, RICHARD L	1	$22.32	$46,426	FY 2025	$46,426	$46,426	$46,426	$46,426	$46,426
52140781	PW - SOLID WASTE	Solid Waste - Commercial Fund	SOLID WASTE EQUIPMENT OPERATOR - FEL	ONEIL, MARK S	1	$21.26	$44,221	FY 2025	$44,221	$44,221	$44,221	$44,221	$44,221
52140781	PW - SOLID WASTE	Solid Waste - Commercial Fund	SOLID WASTE EQUIPMENT OPERATOR - FEL	PATLAN, MAGDALENO	1	$20.84	$43,347	FY 2025	$43,347	$43,347	$43,347	$43,347	$43,347
52140781	PW - SOLID WASTE	Solid Waste - Commercial Fund	SOLID WASTE EQUIPMENT OPERATOR - Roll-off	PRIVITT, MICHAEL S	1	$21.87	$45,490	FY 2025	$45,490	$45,490	$45,490	$45,490	$45,490
52140781	PW - SOLID WASTE	Solid Waste - Commercial Fund	SOLID WASTE EQUIPMENT OPERATOR - Commercial Automated	THOMAS, AYESHIA RENEA	1	$20.47	$42,578	FY 2025	$42,578	$42,578	$42,578	$42,578	$42,578
52140781	PW - SOLID WASTE	Solid Waste - Commercial Fund	SOLID WASTE EQUIPMENT OPERATOR - Commercial Automated	THOMPSON, CLIFTON D	1	$21.53	$44,782	FY 2025	$44,782	$44,782	$44,782	$44,782	$44,782
52140781	PW - SOLID WASTE	Solid Waste - Commercial Fund	SOLID WASTE EQUIPMENT OPERATOR - FEL	VENABLE, JEFF D	1	$20.47	$42,578	FY 2025	$42,578	$42,578	$42,578	$42,578	$42,578
52140781	PW - SOLID WASTE	Solid Waste - Commercial Fund	SOLID WASTE EQUIPMENT OPERATOR - Commercial Spare	YBARRA, CECILIA	1	$21.21	$44,117	FY 2025	$44,117	$44,117	$44,117	$44,117	$44,117
52140781	PW - SOLID WASTE	Solid Waste - Commercial Fund	SOLID WASTE SUPERVISOR	FORD, CHRISTOPHER	1	$29.79	$61,963	FY 2025	$61,963	$61,963	$61,963	$61,963	$61,963
	PW - SOLID WASTE	Solid Waste Residential Fund	Residential Automated Vehicle FTE		1	$20.47	$42,578	FY 2025	$42,578	$42,578	$42,578	$42,578	$42,578
	PW - SOLID WASTE	Solid Waste - Commercial Fund	Solid Waste Equipment Operator - Spare		1	$20.47	$42,578	FY 2026	$0	$42,578	$42,578	$42,578	$42,578
	PW - SOLID WASTE	Solid Waste - Residential Admin	Public Works GIS Analyst		1	$22.43	$46,661	FY 2026	$0	$46,661	$46,661	$46,661	$46,661
	PW - SOLID WASTE	Solid Waste Residential Fund	Residential Automated Vehicle FTE		1	$20.47	$42,578	FY 2028	$0	$0	$0	$42,578	$42,578
	PW - SOLID WASTE	Solid Waste - Commercial Fund	Front-End Load Collection Vehicle FTE		1	$20.47	$42,578	FY 2029	$0	$0	$0	$0	$42,578
							$2,272,365		**$2,097,971**	**$2,187,210**	**$2,187,210**	**$2,229,787**	**$2,272,365**
									0%	4%	0%	2%	2%

Shared Services	Brush	Bulky	Commercial Dumpster Service	Commercial Cart Service	Residential Recycling	Residential Refuse	Roll-Off Service	Street Sweeping	Total
100%									100%
100%									100%
						100%			100%
100%									100%
75%					25%				100%
75%					25%				100%
	50%	50%							100%
						100%			100%
	50%	50%							100%
	50%	50%							100%
	50%	50%							100%
	50%	50%							100%
	50%	50%							100%
			25%			75%			100%
			25%			75%			100%
	50%	50%							100%
	50%	50%							100%
	25%	25%				50%			100%
	50%	50%							100%
	50%	50%							100%
						100%			100%
	50%	50%							100%
	50%	50%							100%
	50%	50%							100%
						100%			100%
	50%	50%							100%
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						50%	50%		100%
	50%	50%							100%
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			34%	33%			33%		100%
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			34%	33%			33%		100%
			50%	50%					100%
						100%			100%
			34%	33%			33%		100%
100%									100%
						100%			100%
			100%						100%

Salary Allocation	Shared Services	Brush	Bulky	Commercial Dumpster Service	Commercial Cart Service	Residential Recycling	Residential Refuse	Roll-Off Service	Street Sweeping	Total
FY 2025	12%	16%	16%	14%	9%	1%	17%	7%	6%	100%
FY 2026	14%	16%	16%	14%	9%	1%	16%	8%	6%	100%
FY 2027	14%	16%	16%	14%	9%	1%	16%	8%	6%	100%
FY 2028	14%	15%	15%	14%	9%	1%	18%	8%	6%	100%
FY 2029	12%	16%	16%	14%	9%	1%	17%	7%	6%	100%
Headcount	**Shared Services**	**Brush**	**Bulky**	**Commercial Dumpster Service**	**Commercial Cart Service**	**Residential Recycling**	**Residential Refuse**	**Roll-Off Service**	**Street Sweeping**	**Total**
FY 2025	6.5	7.75	7.75	6.52	3.99	0.5	7.5	3.49	3	47
FY 2026	7.5	7.75	7.75	6.86	4.32	0.5	7.5	3.82	3	49
FY 2027	7.5	7.75	7.75	6.86	4.32	0.5	7.5	3.82	3	49
FY 2028	7.5	7.75	7.75	6.86	4.32	0.5	8.5	3.82	3	50
FY 2029	7.5	7.75	7.75	7.86	4.32	0.5	8.5	3.82	3	51
Headcount Allocation	**Shared Services**	**Brush**	**Bulky**	**Commercial Dumpster Service**	**Commercial Cart Service**	**Residential Recycling**	**Residential Refuse**	**Roll-Off Service**	**Street Sweeping**	**Total**
FY 2025	14%	16%	16%	14%	8%	1%	16%	7%	6%	100%
FY 2026	15%	16%	16%	14%	9%	1%	15%	8%	6%	100%
FY 2027	15%	16%	16%	14%	9%	1%	15%	8%	6%	100%
FY 2028	15%	16%	16%	14%	9%	1%	17%	8%	6%	100%
FY 2029	15%	15%	15%	15%	8%	1%	17%	7%	6%	100%

Unit	Equipment Type	Equipment Make & Model	Equipment Year	Purchase Price	Useful Life	Impact Year	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
71-17	Residential Rear Load	Freightliner	2019	$194,183	6	FY 2025	$32,364	$32,364	$32,364	$32,364	$32,364
71-18	Residential Rear Load	Freightliner M2-106/HEIL PT1000	2024	$243,627	5	FY 2025	$48,725	$48,725	$48,725	$48,725	$48,725
71-20	Residential Rear Load	Freightliner	2019	$194,183	6	FY 2025	$32,364	$32,364	$32,364	$32,364	$32,364
71-53	Residential Rear Load	7134/Freightliner REL	2024	$264,351	8	FY 2025	$33,044	$33,044	$33,044	$33,044	$33,044
71-33	Residential Rear Load	Freightliner	2024	$264,351	5	FY 2025	$52,870	$52,870	$52,870	$52,870	$52,870
71-29	Residential Rear Load (FY23 Addition)	Autocar DC64 Conventional Cab	2024	$243,627	5	FY 2025	$48,725	$48,725	$48,725	$48,725	$48,725
71-24	Residential Rural Satellite	Frightliner	2023	$192,485	5	FY 2025	$38,497	$38,497	$38,497	$38,497	$38,497
71-23	Residential Rural Satellite	Freightliner	2023	$192,485	5	FY 2025	$38,497	$38,497	$38,497	$38,497	$38,497
71-30	Residential Automated	Autocar/HEIL Durapak	2024	$433,808	5	FY 2025	$86,762	$86,762	$86,762	$86,762	$86,762
71-08	Residential Automated	7131 / Battle Motors Side Loader / HEIL Dur	2024	$451,159	5	FY 2025	$90,232	$90,232	$90,232	$90,232	$90,232
71-97	Residential Automated	Autocar/HEIL Durapak	2022	$372,535	5	FY 2025	$74,507	$74,507	$74,507	$74,507	$74,507
71-99	Residential Automated	Autocar/HEIL Durapak	2022	$372,535	5	FY 2025	$74,507	$74,507	$74,507	$74,507	$74,507
71-46	Residential Automated	7132 Battle Motors Side Loader / HEIL Dura	2024	$451,159	6	FY 2025	$75,193	$75,193	$75,193	$75,193	$75,193
71-96	Residential Automated	Autocar/HEIL Durapak	2022	$372,985	5	FY 2025	$74,597	$74,597	$74,597	$74,597	$74,597
71-11	Residential Brush - Boom	Freightliner	2020	$203,659	5	FY 2025	$40,732	$40,732	$40,732	$40,732	$40,732
71-14	Residential Brush - Boom	7122 Autocar DC64 Palfinger	2023	$306,497	5	FY 2025	$61,299	$61,299	$61,299	$61,299	$61,299
71-98	Residential Brush - Boom	Freightliner	2022	$198,820	5	FY 2025	$39,764	$39,764	$39,764	$39,764	$39,764
71-01	Residential Brush - Boom	7121 Autocar DC64 Palfinger	2023	$306,497	5	FY 2025	$61,299	$61,299	$61,299	$61,299	$61,299
71-25	Residential Brush - Open Top	Autocar DC64	2023	$226,799	5	FY 2025	$45,360	$45,360	$45,360	$45,360	$45,360
71-41	Residential Brush - Open Top	Ford F750	2009	$104,153	14	FY 2025	$7,440	$7,440	$7,440	$7,440	$7,440
71-27	Residential Brush - Open Top	Autocar DC64	2023	$248,388	5	FY 2025	$49,678	$49,678	$49,678	$49,678	$49,678
72-12	Commercial FEL	Autocar/HEIL Durapack	2022	$366,345	5	FY 2025	$73,269	$73,269	$73,269	$73,269	$73,269
72-04	Commercial FEL	Autocar/HEIL Durapack	2020	$333,583	5	FY 2025	$66,717	$66,717	$66,717	$66,717	$66,717
72-38	Commercial FEL	Autocar/HEIL Durapack	2024	$430,094	5	FY 2025	$86,019	$86,019	$86,019	$86,019	$86,019
72-06	Commercial FEL	Autocar/HEIL Durapack	2021	$351,395	5	FY 2025	$70,279	$70,279	$70,279	$70,279	$70,279
72-15	Commercial FEL	Autocar/HEIL Durapack	2023	$415,878	5	FY 2025	$83,176	$83,176	$83,176	$83,176	$83,176
72-37	Commercial FEL	Autocar/HEIL Durapack	2024	$418,449	5	FY 2025	$83,690	$83,690	$83,690	$83,690	$83,690
72-36	Commercial FEL (FY24 SLA Addition)	Autocar/HEIL Durapack	2024	$418,402	5	FY 2025	$83,680	$83,680	$83,680	$83,680	$83,680
72-33	Commercial Automated	7214 Battle Motors Side Loader / HEIL Dura	2024	$451,169	5	FY 2025	$90,234	$90,234	$90,234	$90,234	$90,234
72-05	Commercial Automated	Autocar/HEIL Durapack	2021	$351,463	5	FY 2025	$70,293	$70,293	$70,293	$70,293	$70,293
72-39	Commercial Automated (FY24 SLA Addition)	Autocar/HEIL Durapack	2024	$433,124	5	FY 2025	$86,625	$86,625	$86,625	$86,625	$86,625
72-27	Commercial Roll-Off	Autocar DC64	2023	$227,199	5	FY 2025	$45,440	$45,440	$45,440	$45,440	$45,440
72-09	Commercial Roll-Off	Autocar DC65	2022	$214,191	5	FY 2025	$42,838	$42,838	$42,838	$42,838	$42,838
72-10	Commercial Roll-Off	Autocar DC66	2023	$227,199	5	FY 2025	$45,440	$45,440	$45,440	$45,440	$45,440
31-26	Sweepers	Freightliner M2-106/Schwartz	2019	$101,397	5	FY 2025	$20,279	$20,279	$20,279	$20,279	$20,279
31-28	Sweepers	Freightliner M2-106/Schwartz	2019	$128,421	5	FY 2025	$25,684	$25,684	$25,684	$25,684	$25,684
31-35	Sweepers	Freightliner M2-106/Schwartz	2020	$124,186	5	FY 2025	$24,837	$24,837	$24,837	$24,837	$24,837
71-09	Pick-up Truck	Ford F250 CC 2WD	2019	No Information		FY 2025	$0	$0	$0	$0	$0
72-17	Pick-up Truck	Chevy 1500 CC 4WD	2022	No Information		FY 2025	$0	$0	$0	$0	$0
72-30	Pick-up Truck	Chevy 1500 CC 2WD	2014	No Information		FY 2025	$0	$0	$0	$0	$0
71-02	Pick-up Truck	Chevy 1500 CC 2WD	2020	No Information		FY 2025	$0	$0	$0	$0	$0
71-00	Pick-up Truck	Chevy 2500HD RC 2WD	2013	No Information		FY 2025	$0	$0	$0	$0	$0
7A45:R451-05	Container/Service Pick-up Truck	7136 Chevy 3500HD 2WD Utility Truck	2024	$41,571		FY 2025	$0	$0	$0	$0	$0
	Container Trailer	N/A	ure; it's at least 20	Came with our TCW contract		FY 2025	$0	$0	$0	$0	$0
	Residential Automated Vehicle			$485,000	5	FY 2025	$97,000	$97,000	$97,000	$97,000	$97,000
	Bulk & Brush Grapple Vehicle - Spare			$349,425	5	FY 2025	$69,885	$69,885	$69,885	$69,885	$69,885
	Front-End Load Collection Vehicle - Spare			$479,325	5	FY 2026	$0	$95,865	$95,865	$95,865	$95,865
	Dumpster Clean Out Trailer			$67,000		FY 2026	$0	$0	$0	$0	$0
	Commercial Roll-off			$300,000	5	FY 2027	$0	$0	$60,000	$60,000	$60,000
	Residential Automated Vehicle			$479,325	5	FY 2028	$0	$0	$0	$95,865	$95,865
	Front-End Load Collection Vehicle + FTE			$479,325	5	FY 2029	$0	$0	$0	$0	$95,865
							$2,271,839	$2,367,704	$2,427,704	$2,523,569	$2,619,434
							0%	4%	3%	4%	4%

Shared Services	Brush	Bulky	Commercial Dumpster Service	Commercial Cart Service	Residential Recycling	Residential Refuse	Roll-Off Service	Street Sweeping	Total
	50%	50%							100%
	50%	50%							100%
	50%	50%							100%
	50%	50%							100%
	50%	50%							100%
	50%	50%							100%
	33%	33%				33%			100%
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	50%	50%							100%
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			50%	50%					100%
							100%		100%
						100%			100%
			100%						100%

Equipment	Shared Services	Brush	Bulky	Commercial Dumpster Service	Commercial Cart Service	Residential Recycling	Residential Refuse	Roll-Off Service	Street Sweeping	Total
FY 2025	0%	15%	15%	24%	11%	0%	26%	6%	3%	100%
FY 2026	0%	14%	14%	27%	10%	0%	25%	6%	3%	100%
FY 2027	0%	14%	14%	26%	10%	0%	25%	8%	3%	100%
FY 2028	0%	13%	13%	25%	10%	0%	28%	8%	3%	100%
FY 2029	0%	13%	13%	28%	9%	0%	27%	7%	3%	100%
Vehicle Count	**Shared Services**	**Brush**	**Bulky**	**Commercial Dumpster Service**	**Commercial Cart Service**	**Residential Recycling**	**Residential Refuse**	**Roll-Off Service**	**Street Sweeping**	**Total**
FY 2025	0.0	7.7	7.7	7.0	3.0	0.0	7.7	3.0	3.0	39.0
FY 2026	0.0	7.7	7.7	8.0	3.0	0.0	7.7	3.0	3.0	40.0
FY 2027	0.0	7.7	7.7	8.0	3.0	0.0	7.7	4.0	3.0	41.0
FY 2028	0.0	7.7	7.7	8.0	3.0	0.0	8.7	4.0	3.0	42.0
FY 2029	0.0	7.7	7.7	9.0	3.0	0.0	8.7	4.0	3.0	43.0
Vehicle Count Allocation	**Shared Services**	**Brush**	**Bulky**	**Commercial Dumpster Service**	**Commercial Cart Service**	**Residential Recycling**	**Residential Refuse**	**Roll-Off Service**	**Street Sweeping**	**Total**
FY 2025	0%	20%	20%	18%	8%	0%	20%	8%	8%	100%
FY 2026	0%	19%	19%	20%	8%	0%	19%	8%	8%	100%
FY 2027	0%	19%	19%	20%	7%	0%	19%	10%	7%	100%
FY 2028	0%	18%	18%	19%	7%	0%	21%	10%	7%	100%
FY 2029	0%	18%	18%	21%	7%	0%	20%	9%	7%	100%

FY 2025

Description	Shared Services	Brush	Bulky	Commercial Dumpster Service	Commercial Cart Service	Residential Recycling	Residential Refuse	Roll-Off Service	Street Sweeping	Total
Not Used	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Direct-Shared Services	100%									100%
Direct-Brush		100%								100%
Direct-Bulky			100%							100%
Direct-Commercial Dumpster Service				100%						100%
Direct-Commercial Cart Service					100%					100%
Direct-Residential Recycling						100%				100%
Direct-Residential Refuse							100%			100%
Direct-Roll-Off Service								100%		100%
Direct-Street Sweeping									100%	100%
Personnel	12%	16%	16%	14%	9%	1%	17%	7%	6%	100%
Equipment Replacement	0%	15%	15%	24%	11%	0%	26%	6%	3%	100%
Equipment Fuel	2%	14%	14%	23%	12%	0%	22%	7%	5%	100%
Equipment Maintenance	0%	15%	15%	20%	10%	0%	28%	3%	8%	100%

Residential	FY 2024	Growth Factor	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029
Curbside	25,790	Single-Family Residential	26,306	26,832	27,369	27,916	28,474
Additional Cart	3,615	Single-Family Residential	3,687	3,761	3,836	3,913	3,991
Multifamily	11,006	Multi-Family Residential	11,226	11,451	11,680	11,913	12,152

Weekly Colections		
Cart	Count	Percentage
MF 300 G Cart	1117	4%
SF 64 G Cart	25,790	96%
TOTAL	26907	

Multi-Family Refuse		Collections per Week						Weekly	Weekly Disposal
Type/Size	Growth Factor	1	2	3	4	5	6	Collections	Capacity (CY)
300 Gallon Container	Commercial Cart		460	45	13	2		1117	1659
4 CY Dumpster	Commercial Front Load	10	10					30	120
8 CY Dumpster	Commercial Front Load	188	518					1224	9792

Weekly Collections		
	Carts	Dumpster
Multi-Family	1117	1254
Commercial	567	2273
TOTAL	1684	3527

Commercial Refuse		Collections per Week						Weekly	Weekly Disposal
Type/Size	Growth Factor	1	2	3	4	5	6	Collections	Capacity (CY)
90 Gallon Container	Commercial Cart	97	51	21	13	5	8	387	172
400 Gallon Container	Commercial Cart	14	13	17	1	5	10	180	356
2 CY Compactor	Commercial Front Load	0	2	0	1	0	0	8	48
3 CY Compactor	Commercial Front Load	0	0	0	8	0	5	62	558
4 CY Compactor	Commercial Front Load	2	0	9	0	4	11	115	1380
6 CY Compactor	Commercial Front Load	1	2	2	4	0	3	45	810
4 CY Dumpster	Commercial Front Load	70	32	13	7	4	2	233	932
8 CY Dumpster	Commercial Front Load	101	151	147	48	78	64	1810	14480

% Multi-Family	66%	36%
% Commercial	34%	64%

Weekly Disposal Capacity	
Multi-Family	11571
Commercial	18737
TOTAL	30308

% Multi-Family	38%
%Commercial	62%

FY 2025		Collections per Week						Weekly	Weekly Disposal
Type/Size	Growth Factor	1	2	3	4	5	6	Collections	Capacity (CY)
300 Gallon Container	Commercial Cart	0	469	46	13	2	0	1139	1692
4 CY Dumpster	Commercial Front Load	10	10	0	0	0	0	31	122
8 CY Dumpster	Commercial Front Load	192	528	0	0	0	0	1248	9988

Weekly Disposal Capacity	
Commercial Carts	529
Commercial Dumpsters	18208
TOTAL	18737

% Commercial Carts	3%
% Commercial Dumpsters	97%

FY 2025		Collections per Week						Weekly	Weekly Disposal
Type/Size	Growth Factor	1	2	3	4	5	6	Collections	Capacity (CY)
90 Gallon Container	Commercial Cart	99	52	21	13	5	8	395	176
400 Gallon Container	Commercial Cart	14	13	17	1	5	10	184	364
2 CY Compactor	Commercial Front Load	0	2	0	1	0	0	8	49
3 CY Compactor	Commercial Front Load	0	0	0	8	0	5	63	569
4 CY Compactor	Commercial Front Load	2	0	9	0	4	11	117	1,408
6 CY Compactor	Commercial Front Load	1	2	2	4	0	3	46	826
4 CY Dumpster	Commercial Front Load	71	33	13	7	4	2	238	951
8 CY Dumpster	Commercial Front Load	103	154	150	49	80	65	1,846	14,770

FY 2026		Collections per Week						Weekly	Weekly Disposal
Type/Size	Growth Factor	1	2	3	4	5	6	Collections	Capacity (CY)
300 Gallon Container	Commercial Cart	0	479	47	14	2	0	1162	1726
4 CY Dumpster	Commercial Front Load	10	10	0	0	0	0	31	125
8 CY Dumpster	Commercial Front Load	196	539	0	0	0	0	1273	10188

FY 2026		Collections per Week						Weekly	Weekly Disposal
Type/Size	Growth Factor	1	2	3	4	5	6	Collections	Capacity (CY)
90 Gallon Container	Commercial Cart	101	53	22	14	5	8	403	179
400 Gallon Container	Commercial Cart	15	14	18	1	5	10	187	371
2 CY Compactor	Commercial Front Load	0	2	0	1	0	0	8	50
3 CY Compactor	Commercial Front Load	0	0	0	8	0	5	65	581
4 CY Compactor	Commercial Front Load	2	0	9	0	4	11	120	1,436
6 CY Compactor	Commercial Front Load	1	2	2	4	0	3	47	843
4 CY Dumpster	Commercial Front Load	73	33	14	7	4	2	242	970
8 CY Dumpster	Commercial Front Load	105	157	153	50	81	67	1,883	15,065

FY 2027		Collections per Week						Weekly	Weekly Disposal
Type/Size	Growth Factor	1	2	3	4	5	6	Collections	Capacity (CY)
300 Gallon Container	Commercial Cart	0	488	48	14	2	0	1185	1761
4 CY Dumpster	Commercial Front Load	11	11	0	0	0	0	32	127
8 CY Dumpster	Commercial Front Load	200	550	0	0	0	0	1299	10391

FY 2027		Collections per Week						Weekly	Weekly Disposal
Type/Size	Growth Factor	1	2	3	4	5	6	Collections	Capacity (CY)
90 Gallon Container	Commercial Cart	103	54	22	14	5	8	411	183
400 Gallon Container	Commercial Cart	15	14	18	1	5	11	191	378
2 CY Compactor	Commercial Front Load	0	2	0	1	0	0	8	51
3 CY Compactor	Commercial Front Load	0	0	0	8	0	5	66	592
4 CY Compactor	Commercial Front Load	2	0	10	0	4	12	122	1,464
6 CY Compactor	Commercial Front Load	1	2	2	4	0	3	48	860
4 CY Dumpster	Commercial Front Load	74	34	14	7	4	2	247	989
8 CY Dumpster	Commercial Front Load	107	160	156	51	83	68	1,921	15,366

FY 2028		Collections per Week						Weekly	Weekly Disposal
Type/Size	Growth Factor	1	2	3	4	5	6	Collections	Capacity (CY)
300 Gallon Container	Commercial Cart	0	498	49	14	2	0	1209	1796
4 CY Dumpster	Commercial Front Load	11	11	0	0	0	0	32	130
8 CY Dumpster	Commercial Front Load	203	561	0	0	0	0	1325	10599

FY 2028		Collections per Week						Weekly	Weekly Disposal
Type/Size	Growth Factor	1	2	3	4	5	6	Collections	Capacity (CY)
90 Gallon Container	Commercial Cart	105	55	23	14	5	9	419	187
400 Gallon Container	Commercial Cart	15	14	18	1	5	11	195	386
2 CY Compactor	Commercial Front Load	0	2	0	1	0	0	9	52
3 CY Compactor	Commercial Front Load	0	0	0	9	0	5	67	604
4 CY Compactor	Commercial Front Load	2	0	10	0	4	12	124	1,494
6 CY Compactor	Commercial Front Load	1	2	2	4	0	3	49	877
4 CY Dumpster	Commercial Front Load	76	35	14	8	4	2	252	1,009
8 CY Dumpster	Commercial Front Load	109	163	159	52	84	69	1,959	15,674
FY 2029		Collections per Week						Weekly	Weekly Disposal
Type/Size	Growth Factor	1	2	3	4	5	6	Collections	Capacity (CY)
300 Gallon Container	Commercial Cart	0	508	50	14	2	0	1233	1832
4 CY Dumpster	Commercial Front Load	11	11	0	0	0	0	33	132
8 CY Dumpster	Commercial Front Load	208	572	0	0	0	0	1351	10811

FY 2029		Collections per Week						Weekly	Weekly Disposal
Type/Size	Growth Factor	1	2	3	4	5	6	Collections	Capacity (CY)
90 Gallon Container	Commercial Cart	107	56	23	14	6	9	427	190
400 Gallon Container	Commercial Cart	15	14	19	1	6	11	199	394
2 CY Compactor	Commercial Front Load	0	2	0	1	0	0	9	53
3 CY Compactor	Commercial Front Load	0	0	0	9	0	6	68	616
4 CY Compactor	Commercial Front Load	2	0	10	0	4	12	127	1,524
6 CY Compactor	Commercial Front Load	1	2	2	4	0	3	50	894
4 CY Dumpster	Commercial Front Load	77	35	14	8	4	2	257	1,029
8 CY Dumpster	Commercial Front Load	112	167	162	53	86	71	1,998	15,987

Customer Class	FY 23 Tonnage	FY 24 YTD (Oct - Feb) Tonnage
Commercial MSW	44168.14	18254.84
Roll Off	9908.91	3482.69

Roll Off %	22.43%	19.08%
Commercial %	77.57%	80.92%

Commercial Disposal Cost	$498,390	$610,000
Roll Off Disposal Cost	$111,811.50	$116,376.86

Estimated Cost per ton of MSW Commercial Waste	$11	$33

Annual Pulls	2118	792
Average Monthly Pulls	176.5	158.4

FY 2025			
	Growth Factor	Tonnage	Annual Pulls
Commercial MSW	Commercial Front Load	18620	
Roll - Off	Roll-Off	3552	2160

FY 2026			
	Growth Factor	Tonnage	Annual Pulls
Commercial MSW	Commercial Front Load	18992	
Roll - Off	Roll-Off	3623	2204

FY 2027			
	Growth Factor	Tonnage	Annual Pulls
Commercial MSW	Commercial Front Load	19372	
Roll - Off	Roll-Off	3696	2248

FY 2028			
	Growth Factor	Tonnage	Annual Pulls
Commercial MSW	Commercial Front Load	19760	
Roll - Off	Roll-Off	3770	2293

FY 2029			
	Growth Factor	Tonnage	Annual Pulls
Commercial MSW	Commercial Front Load	20155	
Roll - Off	Roll-Off	3845	2338

APPENDIX B – FINANCIAL BENCHMARKING

DRAFT

RESIDENTIAL BENCHMARKING	Municipality	College Station	Bryan	Conroe	Denton
OVERVIEW					
City Details	**Population**[1]	125,192	89,615	108,248	158,349
	Households[2]	44,029	31,238	35,433	52,243
	Solid Waste & Recycling Service Provider	Trash: City of College Station Recycling: BVR Waste and Recycling	City of Bryan	Waste Management	City of Denton
	Residential Base Rate (charged to resident)[3]	$20.25	$13.50	$17.80	$25.42
RESIDENTIAL SERVICES					
Refuse	**Container Type**	64 gallon cart	95-gallon cart	96-gallon cart	95-gallon cart
	Frequency	Once/week	Once/week	Once/week	Once/week
	Collection Location	Front curb	Front curb	Front curb	Front curb
	Set-out Limitations[4]	Prohibited items: soil, sod, concrete, rock, oil filter, tires, automotive parts, flammable materials, C&D, hazardous waste, Freon-containing appliances without a sticker indicating proper removal by a licensed HVAC technician.	Prohibited Items: Construction debris, remodeling, demolition materials, dirt, sod, brush, rock, hot ashes, flammable materials such as oil, gas or paint, furniture, appliances, household chemicals, electronics	Weight limit of 175 lbs. No C&D or HHW. All excess trash must be bagged and tagged with tags available at the City of Conroe Utility Billing Department. Every bag of tagged excess trash must not exceed 50 pounds.	
	Additional Information				

RESIDENTIAL BENCHMARKING	Municipality	Lawrence, KS	Richardson	Round Rock	Waco
OVERVIEW					
City Details	**Population**[1]	96,207	117,435	130,406	144,816
	Households[2]	40,786	45,200	45,133	52,256
	Solid Waste & Recycling Service Provider	City of Lawrence	City of Richardson	Republic Services	City of Waco
	Residential Base Rate (charged to resident)[3]	65 G: $22.76 95 G: $25.17	$25.09	$23.67	$20.52
RESIDENTIAL SERVICES					
Refuse	**Container Type**	95-gallon cart	Bags	96-gallon cart	95-gallon cart
	Frequency	Twice/week	Twice/week	Once/week	Once/week
	Collection Location	Front curb	Front curb/alley	Front curb	Front curb
	Set-out Limitations[4]	Your extra trash bag will be picked up the first and second times. During the second overflow event, city crews will leave a tag on your trash cart. The third time, the city will switch the cart for a better size for your residence.	Bags must be black or dark color. Bags must not exceed 50 lbs.	The cart and up to 7 additional items may be placed at the curb (including bundled brush and bagged leaves and grass clippings). Unacceptable waste: Any item larger than 4 ft x 4 ft or over 40 pounds, appliances, batteries, compressed gases, concrete, construction debris, dirt / rock, electronic devices, HHW, loose brush, limbs, yard debris, -propane tanks, stone / masonry, tires, wood / lumber	All waste must be bagged and tied. No extra bags outside of cart. Unacceptable materials include hot ashes, dirt, rocks, concrete, hazardous chemicals, batteries. Acceptable materials: food waste, plastics #3-#7, cartons, and glass.
	Additional Information	Residential Special Pick-ups/ Late Set Out/Off-Cycle Pickup Charge: $45.00 Extra Trash Cart Charges: 35 G: $3.21 65 G: $4.37 95 G: $5.53	Residential Rent-A-Bin program: Residents can rent an 8 CY, 20 CY, or 30 CY container for 2 weeks. It will be placed in the resident's driveway and cost $60 per dump.		

RESIDENTIAL BENCHMARKING	Municipality	College Station	Bryan	Conroe	Denton
Recycling	**Container Type (include size)**	95 gallon cart	N/A	96-gallon cart	95-gallon cart
	Frequency	Biweekly	N/A	Once/week	Once/week
	Collection Location	Front curb	N/A	Front curb	Front curb
	Materials Accepted	Metal food/beverage cans, glass bottles and jars, mixed/white paper, magazines, junk mail and envelopes, newspapers, cardboard, #1 and #2 plastics, brown paper bags, phone books, shredded paper, paperboard, cartons.	N/A	Plastic bottles and containers, food and beverage cans, paper, flattened cardboard and paperboard, food and beverage containers, and glass bottles and containers.	Cardboard and boxboard (flatten boxes) Paper: junk mail, magazines, newspaper (no napkins, tissues, paper towels, or paper plates) Aluminum and steel cans (no scrap metal) Plastic bottles, tubs, and jugs (no plastic bags, wrap, film, or Styrofoam) Glass bottles and jars (remove all lids) Poly-coated cartons
	Materials not Accepted	Clothes hangers, wires, hoses, rope, aerosol cans, batteries, ceramics, pottery, food waste, broken glass, pizza boxes, textiles, #3-#7 plastics, plastic film, plastic wrap, plastic bags, plastic packaging, bubble wrap, styrofoams, light bulbs, aluminum foil, baking trays, motor oil, antifreeze, diapers, toilet paper, napkins, tissues.	N/A	Bagged recyclables, plastic bags, plastic wrap and film, flexible packaging, cups with wax or plastic coatings, polystyrene foam and plastic, tangling items, dirty diapers, household items, medical waste, garage waste.	Plastic bags, plastic wrap, plastic film, styrofoam, single-use paper, clothing, shoes, textiles, chain, wire, hoses, hangers, lumber, scrap wood, yard waste, food, liquids, soiled food boxes, electronics, furniture
	Additional Information		N/A	Any recycle cart with non-acceptable items will experience a service delay until the next pick up day. No bagged recyclables.	No bagged recyclables.
Brush & Bulky (BABIC)	**Frequency**	Once/week	Once/week	Once monthly	Brush less than 4CY: Once/week Brush more than 4CY: By request, $18.75/15 minutes Bulky Items: Once/week
	Collection Location	Front curb	Front curb	Front curb	Front curb
	Set-out Limitations[4]	Brush: Must not exceed 8 ft in length. Bulky: No set out limits.	Brush: 8 ft in length or less A maximum of 22 cubic yards or one truck load of materials for each residence are allowed each week. Items exceeding this allotted amount may be collected at an additional fee, or the resident may transport the items to the Twin Oaks Landfill themselves.	Brush: Branches and tree trimmings can be no greater than three inches (3") in diameter and must be cut, tied and bundled in four foot (4') lengths weighing no more than forty to fifty pounds (40-50 lbs.) No containers over 45 gallons. Bulk: 8 CY maximum. No construction debris, household hazardous waste, concrete, bricks, roofing, vehicles or parts, oils, antifreeze, computers, televisions, household waste, dirt, and lumber will be accepted in bulk services. 50 lbs max.	Brush: 4 CY, 6 ft lengths Bulky: 2 items per week. $5 per additional item. $25 per CY for unscheduled items.
	Additional Information		Some items, including refrigerators, freezers, and air conditioners may require a service fee for removing and certifying that all chlorofluorocarbons have been evacuated.	All unacceptable items that are tagged (with green tags) must be removed and properly disposed of at a landfill or other facility.	$20 per appliance.

RESIDENTIAL BENCHMARKING	Municipality	Lawrence, KS	Richardson	Round Rock	Waco
Recycling	Container Type (include size)	95-gallon cart	Blue 30-gallon bags	96-gallon cart	95 gallon cart (can get up to 2 for free)
	Frequency	Once/week	Once/week	Biweekly	Biweekly
	Collection Location	Front curb	Front curb/alley	Front curb	Front curb
	Materials Accepted	Aluminum cans and steel cans, food and beverage cartons, glass bottles and jars, boxes, newspapers, mail, magazines, flattened cardboard, plastic #1-#7	Plastic containers, Aluminum/steel/tin containers, Glass bottles/containers, Newspapers/mixed papers/phone books, Wax coated paper drink containers, Pots and pans, Corrugated cardboard/boxboard	Aluminum, tin and steel containers, carboard, paperboard, boxboard, glass, paper, plastic containers #1-#7	#1 and #2 plastics, mixed paper, clean carboard, aluminum, tin, and steel cans.
	Materials not Accepted	Bagged recyclables, food, liquids, grease, scrap metal, wires, hoses, plastic bags, styrofoam, objects under 2 inches, electronics, lightbulbs, batteries, vapes.	Paper towels, facial tissue, toilet tissue, food, wet waste styrofoam, chip bags, frozen food bags, newspaper, dry cleaning, grocery bags	Automotive fluids/batteries , Broken glass, Ceramics/Dinnerware/Pyrex, Clothing/Textiles, Electronics, Food soiled paper/cardboard, Irrigation/sprinkler controllers, Light bulbs, Medical waste, Nails or screws, Paint cans, Paper tissue, Plastic bags, Styrofoam, Tires, TVs, Water hoses, Wax coated milk or juice cartons, Window glass, Yard waste	Plastic bags, glass bottles, milk/juice coated paper cartons, styrofoam, aluminum sheets or pie pans, and textiles.
	Additional Information	Many items that are not permitted in the blue recyclable carts can still be recycled by different providers in the Lawrence area.	Boxes must be flattened and set out next to bags.	No bagged recyclables.	No bagged recyclables. Collections occur every other week, alternating with green weeks, on your scheduled trash collection day. Carboard or other materials lefts outside of cart will not be collected.
Brush & Bulky (BABIC)	Frequency	Once/week	By request.	Bulky- once/year Brush- once/week (per request) or as needed at brush recycling center	Bulky: Once/month (by request) Brush: Twice/month
	Collection Location	Front curb	Front curb/alley	Front curb or Drop Off Center	Front curb
	Set-out Limitations[4]	Brush: Must not exceed 5 ft and 18 in. in diameter. Must not weigh more than 65 lbs. Bundles must be tied with string or twine. Tree limbs or logs must not exceed 1 in. in diameter. Bulk: Excessive bulk piles will be charged fees. Residents are limited to setting out 8 rolls of carpet and padding per year and 5 tires.	Brush: 8 ft long, 2 ft diameter, 50 lbs (recommended) Bulky: Unlimited collection	Brush (curbside): Unobstructed brush must be set along curb. Must not exceed 10 ft. Must not be bundled. Brush(Drop-Off): 2 CY. No trash, rocks, landscape waste, palm trees, cacti, tree stumps, treated wood, demolition debris, rock concrete, and HHW.Bulk: Only acceptable items include non-freon appliances, furniture, scrap metal, lumber (4ft in length maximum), and mattresses.	Brush: One pile limit. Must not exceed 4 ft x 4 ft x 4 ft. Tree limbs cannot be lager than 3 in. in diameter or be bundled. Bulk: Must not exceed 8 CY or 6 ft x 6 ft x 6 ft. If larger pile is set out, residents will be charged $50 for collection. No refridgerant items, basketball goals, tires, C&D, hazardous chemicals, paint, or extra bags of trash.
	Additional Information	An online form must be filled out prior to your weekly trash day in order for bulk items to be collected.	City requests a max. of 8 calls/year.	Service Charge for Curbside Brush Service: $25 for first 5 minutes and $1 for each additional minute.Annual "Spring Cleanup" Bulk Waste Curbside Collection.	Bulk waste goes to the landfill; bulk brush gets processed and turned into mulch

RESIDENTIAL BENCHMARKING	Municipality	College Station	Bryan	Conroe	Denton
Leaves/Grass Collection	**Type of Collection Program**	Curbside	Curbside	Curbside	Curbside
	Frequency	Once/week	Once/week	Once/month	Once/week
	Collection Location	Front curb	Front curb	Front curb	Front curb
	Set-out Limitations[4]	Grass clippings and leaves must be bagged.	Must put material in trash container. No bags outside of the trash cart will be collected. Unacceptable materials include: dirt, sod, brush, and rock.	Once per month manual collection of yard trimmings and bulky trash. Leaves/grass can also be disposed of in the trash container.	50 lbs per yard waste bag Standard size leaf bags, kraft paper bags, or City-issued yard waste carts. No limit on number of bags.
	Additional Information				Loose leaf collection service offered seasonally.
Household Hazardous Waste	**Program Type**	HHW Collection Events	Collection Event	Drop-Off Center	Drop-Off Center/Curbside
	Frequency	Twice/year	Twice/year	No specified frequency limit	Drop-off center: as needed Curbside: as scheduled
	Collection Location	Texas A&M University General Services Building.	Texas A&M University General Services Building.	Montgomery County Residential ecycling Facility	Drop off at Home Chemical Collection. Front curb.
	Materials Accepted	Household chemicals, automotive products, electronics, paint products, batteries, garden chemicals, fluorescent light bulbs, thermometers and thermostats, flammable items, and swimming pool chemicals.	Household chemicals, automotive products, electronics, paint products, batteries, garden chemicals, fluorescent light bulbs, thermometers and thermostats, flammable items, and swimming pool chemicals.	Automotive products, cooking oil, electronics, fluorescent light bulbs. Paint and chemicals can be disposed of on Wednesdays and the third Saturday of the month; $10 per 5 gallons of material.	Aerosol cans, Automotive fluids and fuels, Batteries of all kinds, Glues and epoxies, Household cleaners, Lawn and garden items including fertilizer, pesticides, and weed killers, Lightbulbs of all kinds, Paint of all kinds, Pool chemicals and additives, Used motor oil and used cooking oil (screw top lid), Varnishes, strippers, turpentine, and stains
	Materials not Accepted	Medication, household garbage, appliances/freon containing units, tires, ammunition, 55-gallon drums, sharps, needles, and business generated waste.	Medication, household garbage, appliances/freon containing units, tires, ammunition, 55-gallon drums, sharps, needles, and business generated waste.	Ammunition, dioxins, explosives, fireworks, flares, helium tanks, medical waste, medication, oxygen tanks, PCBs. Pressurized cylinders, propane tanks, radioactive materials, refridgerant (freon), smoke detectors, and business generated waste.	Ammunition and explosives, Arsenic, Chemicals not in original containers, Commercial waste, Compressed gas, Medical waste, Nuclear/radioactive waste, Pharmaceuticals (contact your local pharmacy for drug disposal options), Propane and butane cylinders, Tires and trash, Unidentified chemicals
	Set-out Limitations[4]				Container size limit of 10 gallons (liquid) or 50 pounds (dry weight) per collection.
	Additional Information	The Brazos Valley Solid Waste Agency (BVSWMA), with the cities of Bryan and College Station, holds a Household Hazardous Waste collection each spring and fall.	The Brazos Valley Solid Waste Agency (BVSWMA), with the cities of Bryan and College Station, holds a Household Hazardous Waste collection each spring and fall.		Many of the items collected through the City of Denton Home Chemical Center are still usable, and are available to other residents at no charge at the Home Chemical ReUse store.

RESIDENTIAL BENCHMARKING	Municipality	Lawrence, KS	Richardson	Round Rock	Waco
Leaves/Grass Collection	**Type of Collection Program**	Curbside	Curbside	Curbside	Curbside
	Frequency	Once/month	Twice/week	Once/week	Biweekly
	Collection Location	Front curb	Front curb/alley	Front curb	Front curb
	Set-out Limitations[4]	Must be set out in compostable paper yard bags or 95-gallon brown yard waste carts sold by the City. Yard, shrub and tree trimmings must not extend more than 12 inches above the top of the container. Sod, soil/dirt, mulch, landscaping rock, or treated lumber (including fence posts, landscaping timbers, wood pallets, etc.) will not be collected.	Must not exceed 50 lbs.	Up to 7 bags of yard waste. Each item must be less than 40 lbs and 4 ft x 4 ft x 4 ft. Brush must be bundled are contained.	Must be set out in paper bags or placed in the City-issued green yard waste cart. No more than 20 bags set out during week of collection. Only grass clippings, leaves, and small branches (max. 3 ft x 2 in.) can be placed in green cart. No rocks, lumber, dirt, plasic bags, trash, and dead animals.
	Additional Information	Commercial customers who need to dispose of yard waste can contract with a landscape company or drop off yard waste during the Saturday open hours at the Compost Facility.			
Household Hazardous Waste	**Program Type**	Drop-Off Center	Drop-Off Center	Collection Events	Collection event and Drop-Off Center
	Frequency	By-appointment-only basis. No frequency limit.	No specified frequency limit	Once/month or by appointment.	Collection event: Once/year Drop-Off Center: Monthly material quantity limits.
	Collection Location	Lawrence/Douglas County Household Hazardous Waste Facility	Dallas County Home Chemical Collection Center	City of Round Rock Recycling Center	Waco Solid Waste Operations Center and Cobbs Recycling Center
	Materials Accepted	Home improvement products, automotive products, aerosol sprays, chemistry sets, fluorescent light bulbs, batteries, cooking oil, mercury light bulbs, mercury thermometers ad thermostats, inks, printer/toner cartridges, pool chemicals, nail polish and remover, photographic chemicals, pesticides, and household cleaning products.	Aerosol sprays, automotive fluids/oil filters, batteries, chemical products for home use, cleaners/polishes, computers/cell phones/small electronics, craft/hobby supplies, fluorescent light tubes, lawn and garden chemicals, paint and home repair products, pool chemicals	Adhesives, aerosol cans, automotive waste, cleaning products, lawn/garden chemicals, mercury, paint (latex paint tip), paint thinner and solvents, poisons, polishes, lacquer, varnishes, pool chemicals, smoke detectors, solvents, stain, turpentine	Collection event: paint, lightter fluid, solvents, varnish, gasoline, batteries, CFLs, fluorescent light tubes, cleaning products, outdoor chemicals, herbicides, pesticides, motor fluids and filters, hazardous household chemicals, pool chemicals, electronics, up to 5 scrap tires. Drop-Off: Cooking oil, batteries, e-waste, motor oil, antifreeze, oil filters, latex paint, aplliances containing freon.
	Materials not Accepted	Unknown materials, ammunition, asbestos, electronics, DEA controlled substances, explosives, medical waste, radioactive wastes, medical sharps, and medicines/drugs.	Business/commercial waste, common trash/recyclables, construction debris, containers larger than five gallons, explosives or ammunition, medical waste, shock sensitive materials, smoke detectors/other radioactive materials,tires,TVs/microwaves/other large appliances	Bullets & ammunition, commercial, business or industrial waste, explosives, fireworks, flares, gas cylinders, medical waste, radioactive materials, sharps, tires, trash	Collection event: Agricultural chemicals, dioxins, exlosives, fireworks, ammunition, industrial, commercial, or business waste, radioactive material, large appliances, trash or garbage. Drop-Off: Industrial/commercial/business waste, propane cyclinders, gasoline, radioactive materials, hazardous chemicals, leaking equipment, "scrapped out" tvs and electronics,
	Set-out Limitations[4]	Weight limit of 75 lbs per day. All hazardous products must be labeled.	Containers must not exceed 5 gallons.	Total material must be less than 25 gallons. Containers must not exceed 5 gallons. Products must be in sealed, labeled, original containers. Materials should be in boxes, not bags.	Containers brought to both the collection event and drop-off center must not exceed 5 gallons.
	Additional Information	Residents can utilize the Product Reuse Program to pick up materials brought to the HHW Facility free of charge.			

City | **Commercial Dumpster Matrix**

Total Monthly Collection Capacity

Container Type and Size	Weekly Collection Frequency 1	2	3	4	5	6
2 CY Front Load	9	17	26	35	43	52
3 CY Front Load	13	26	39	52	65	78
4 CY Front Load	17	35	52	70	87	104
6 CY Front Load	26	52	78	104	130	156
8 CY Front Load	35	70	104	139	174	209

Weeks per month 4.35

NOTES: 1) All rates include collection and disposal of refuse.

2) Analysis of average monthly rate per CY (collection + disposal) is based on rates for 2, 3, 4, 6, and 8 CY dumpster service, with a collection frequency of one to six times per week. Some cities also provide 1, 1.5, and 5 CY dumpster service and/or frequency up to seven times per week.

College Station

Service Provider: City of College Station

Service Rates:

Container Type and Size	Monthly Fees by Capacity and Frequency (Weekly Collection Frequency) 1	2	3	4	5	6	Cost per CY per Month (Collection + Disposal) (Weekly Collection Frequency) 1	2	3	4	5	6	
2 CY Front Load													
3 CY Front Load													
4 CY Front Load	$210.25	$279.00	$343.50	$417.00	$489.25	$553.00	$12.10	$8.03	$6.59	$6.00	$5.63	$5.30	
6 CY Front Load													Avg Monthly Cost per CY
8 CY Front Load	$258.50	$359.00	$459.00	$556.50	$658.00	$754.25	$7.44	$5.16	$4.40	$4.00	$3.79	$3.62	**$6.00**

Bryan

Service Provider: City of Bryan

Service Rates:

Container Type and Size	Monthly Fees by Capacity and Frequency (Weekly Collection Frequency) 1	2	3	4	5	6	Cost per CY per Month (Collection + Disposal) (Weekly Collection Frequency) 1	2	3	4	5	6	
2 CY Front Load	$65.00	$130.00	$195.00	$260.00	$325.00	$420.00	$7.48	$7.48	$7.48	$7.48	$7.48	$8.05	
3 CY Front Load	$85.00	$170.00	$250.00	$335.00	$420.00	$545.00	$6.52	$6.52	$6.39	$6.42	$6.44	$6.97	
4 CY Front Load	$100.00	$195.00	$295.00	$390.00	$490.00	$640.00	$5.75	$5.61	$5.66	$5.61	$5.64	$6.14	
6 CY Front Load	$125.00	$245.00	$365.00	$485.00	$600.00	$780.00	$4.79	$4.70	$4.67	$4.65	$4.60	$4.99	Avg Monthly Cost per CY
8 CY Front Load	$150.00	$280.00	$420.00	$560.00	$700.00	$900.00	$4.32	$4.03	$4.03	$4.03	$4.03	$4.32	**$5.74**

Denton

Service Provider: City of Denton

Service Rates:

Container Type and Size	Monthly Fees by Capacity and Frequency (Weekly Collection Frequency) 1	2	3	4	5	6	Cost per CY per Month (Collection + Disposal) (Weekly Collection Frequency) 1	2	3	4	5	6	
2 CY Front Load													
3 CY Front Load	$75.27	$150.54	$225.81	$301.08	$376.35	$451.62	$5.77	$5.77	$5.77	$5.77	$5.77	$5.77	
4 CY Front Load	$100.36	$200.72	$301.08	$401.44	$501.80	$602.16	$5.77	$5.77	$5.77	$5.77	$5.77	$5.77	
6 CY Front Load	$150.54	$301.08	$451.62	$602.16	$752.70	$903.24	$5.77	$5.77	$5.77	$5.77	$5.77	$5.77	Avg Monthly Cost per CY
8 CY Front Load	$200.73	$401.46	$602.19	$802.92	$1,003.65	$1,200.38	$5.77	$5.77	$5.77	$5.77	$5.77	$5.76	**$5.77**

Lawrence

Service Provider: City of Lawrence

Service Rates:

Container Type and Size	Monthly Fees by Capacity and Frequency (Weekly Collection Frequency) 1	2	3	4	5	6	Cost per CY per Month (Collection + Disposal) (Weekly Collection Frequency) 1	2	3	4	5	6	
2 CY Front Load	$120.04	$200.97	$281.91	$362.85	$443.78	$524.72	$13.81	$11.56	$10.81	$10.44	$10.21	$10.06	
3 CY Front Load	$154.32	$263.17	$372.02	$480.87	$589.72	$698.57	$11.84	$10.09	$9.51	$9.22	$9.05	$8.93	
4 CY Front Load	$188.01	$325.39	$462.77	$600.15	$737.53	$874.91	$10.82	$9.36	$8.88	$8.63	$8.49	$8.39	
6 CY Front Load	$250.39	$435.36	$620.32	$805.29	$990.26	$1,175.22	$9.60	$8.35	$7.93	$7.72	$7.60	$7.51	Avg Monthly Cost per CY
8 CY Front Load	$308.20	$540.42	$772.63	$1,004.85	$1,237.07	$1,469.28	$8.87	$7.77	$7.41	$7.23	$7.12	$7.04	**$8.33**

Richardson

Service Provider: City of Richardson

Service Rates:

Container Type and Size	Monthly Fees by Capacity and Frequency (Weekly Collection Frequency) 1	2	3	4	5	6	Cost per CY per Month (Collection + Disposal) (Weekly Collection Frequency) 1	2	3	4	5	6	
2 CY Front Load													
3 CY Front Load													
4 CY Front Load	$103.00	$182.00	$254.00	$332.00	$392.00	$489.00	$5.93	$5.24	$4.87	$4.78	$4.51	$4.69	
6 CY Front Load													Avg Monthly Cost per CY
8 CY Front Load	$168.00	$302.00	$431.00	$558.00	$671.00	$822.00	$4.83	$4.34	$4.13	$4.01	$3.86	$3.94	**$4.59**

Round Rock

Service Provider: Republic Services

Service Rates:

Container Type and Size	Monthly Fees by Capacity and Frequency (Weekly Collection Frequency) 1	2	3	4	5	6	Cost per CY per Month (Collection + Disposal) (Weekly Collection Frequency) 1	2	3	4	5	6	
2 CY Front Load	$61.44	$122.90	$184.33	$245.78	$307.23	$368.69	$7.07	$7.07	$7.07	$7.07	$7.07	$7.07	
3 CY Front Load	$73.61	$147.24	$220.85	$294.47	$368.08	$441.69	$5.65	$5.65	$5.65	$5.65	$5.65	$5.65	
4 CY Front Load	$85.79	$171.58	$257.37	$343.14	$428.94	$514.73	$4.94	$4.94	$4.94	$4.94	$4.94	$4.94	
6 CY Front Load	$110.13	$220.26	$330.37	$440.52	$550.65	$660.78	$4.22	$4.22	$4.22	$4.22	$4.22	$4.22	Avg Monthly Cost per CY
8 CY Front Load	$134.47	$268.94	$403.41	$537.88	$672.35	$806.82	$3.87	$3.87	$3.87	$3.87	$3.87	$3.87	**$5.15**

Waco

Service Provider: City of Waco

Service Rates:

Container Type and Size	Monthly Fees by Capacity and Frequency (Weekly Collection Frequency) 1	2	3	4	5	6	Cost per CY per Month (Collection + Disposal) (Weekly Collection Frequency) 1	2	3	4	5	6	
2 CY Front Load													
3 CY Front Load	$116.00	$185.00	$262.00	$340.00	$418.00	$606.00	$8.90	$7.10	$6.70	$6.52	$6.41	$7.75	
4 CY Front Load	$134.00	$216.00	$305.00	$396.00	$487.00	$663.00	$7.71	$6.21	$5.85	$5.70	$5.60	$6.36	
6 CY Front Load	$180.00	$290.00	$411.00	$533.00	$655.00	$894.00	$6.90	$5.56	$5.25	$5.11	$5.02	$5.72	Avg Monthly Cost per CY
8 CY Front Load	$220.00	$354.00	$502.00	$651.00	$801.00	$1,091.00	$6.33	$5.09	$4.81	$4.68	$4.61	$5.23	**$6.05**

City	Commercial Compactor Matrix

Total Monthly Collection Capacity

	Weekly Collection Frequency					
Container Type and Size	1	2	3	4	5	6
2 CY Front Load	26	52	78	104	130	156
3 CY Front Load	39	78	117	156	196	235
4 CY Front Load	52	104	156	209	261	313
6 CY Front Load	78	156	235	313	391	469
8 CY Front Load	104	209	313	417	521	626

Weeks per month 4.35

NOTES: 1) All rates include collection and disposal of refuse.

2) Analysis of average monthly rate per CY (collection + disposal) is based on rates for 2, 3, 4, 6, and 8 CY dumpster service, with a collection frequency of one to six times per week. Some cities also provide 1, 1.5, and 5 CY dumpster service and/or frequency up to seven times per week.

College Station

Service Provider: City of College Station

Service Rates:

	Monthly Fees by Capacity and Frequency					
	Weekly Collection Frequency					
Container Type and Size	1	2	3	4	5	6
2 CY Compactor	$175.00	$347.25	$522.50	$696.00	$867.25	$1,042.00
3 CY Compactor	$204.25	$408.13	$612.38	$816.50	$1,020.00	$1,224.63
4 CY Compactor	$233.50	$469.00	$702.25	$937.00	$1,172.75	$1,407.25
6 CY Compactor	$314.50	$632.75	$948.25	$1,264.00	$1,578.75	$1,894.00
8 CY Compactor						

	Cost per CY per Month (Collection + Disposal)						
	Weekly Collection Frequency						
	1	2	3	4	5	6	
	$6.71	$6.66	$6.68	$6.67	$6.65	$6.66	
	$5.22	$5.22	$5.22	$5.22	$5.22	$5.22	
	$4.48	$4.50	$4.49	$4.49	$4.50	$4.50	
	$4.02	$4.04	$4.04	$4.04	$4.04	$4.04	**Avg Monthly Cost per CY**
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$5.11**

Richardson

Service Provider: City of Richardson

Service Rates:

	Monthly Fees by Capacity and Frequency					
	Weekly Collection Frequency					
Container Type and Size	1	2	3	4	5	6
2 CY Compactor	$71.00	$142.00	$212.00	$283.00	$354.00	$425.00
3 CY Compactor	$106.00	$212.00	$319.00	$425.00	$531.00	$638.00
4 CY Compactor	$142.00	$283.00	$425.00	$567.00	$709.00	$851.00
6 CY Compactor	$212.00	$425.00	$638.00	$851.00	$1,063.00	$1,275.00
8 CY Compactor						

	Cost per CY per Month (Collection + Disposal)						
	Weekly Collection Frequency						
	1	2	3	4	5	6	
	$2.72	$2.72	$2.71	$2.71	$2.72	$2.72	
	$2.71	$2.71	$2.72	$2.72	$2.72	$2.72	
	$2.72	$2.71	$2.72	$2.72	$2.72	$2.72	
	$2.71	$2.72	$2.72	$2.72	$2.72	$2.72	**Avg Monthly Cost per CY**
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$2.61**

Waco

Service Provider: City of Waco

Service Rates:

	Monthly Fees by Capacity and Frequency					
	Weekly Collection Frequency					
Container Type and Size	1	2	3	4	5	6
2 CY Compactor						
3 CY Compactor						
4 CY Compactor						
6 CY Compactor	$287.00	$410.00	$536.00	$663.00	$788.00	$867.00
8 CY Compactor						

	Cost per CY per Month (Collection + Disposal)						
	Weekly Collection Frequency						
	1	2	3	4	5	6	
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	
	$3.67	$2.62	$2.28	$2.12	$2.01	$1.85	**Avg Monthly Cost per CY**
	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$2.43**

BURNS McDONNELL

June 12, 2025
Item No. 8.1.
Central Park Townhomes

Sponsor: Jeff Howell, Senior Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from General Commercial to Urban Residential for approximately 2.752 acres at 2360 Harvey Mitchell Parkway South, generally located south of the intersection of Harvey Mitchell Parkway South and Dartmouth Street.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): This item was heard at the May 15th Planning and Zoning Commission meeting where the Commission voted 3-1 to recommend approval.

Summary: The applicant is requesting an amendment to the Comprehensive Plan Future Land Use and Character Map from General Commercial to Urban Residential for approximately 2.752 acres, generally located south of the intersection of Harvey Mitchell Parkway South and Dartmouth Street. The Urban Residential land use designation is appropriate for a range of high-density multifamily and attached residential development in various forms. This Comprehensive Plan Amendment is in conjunction with a rezoning of the property to PDD Planned Development District with a base zoning of MF Multi-Family to allow for additional residential development in the area. It is the applicant's intent to develop single-unit dwellings on the subject property.

REVIEW CRITERIA

1. Changed or changing conditions in the subject area of the City: The subject property and those directly abutting it to the west and south have a future land use designation of Urban Residential. The Urban Residential land use designation is appropriate for a range of high-density multifamily and attached residential development in various forms. Buildings may be clustered and grouped. Building setbacks from the street varies but is generally consistent within a development. Also, these areas are to support commercial, service, office uses, and vertical mixed-use within redevelopment areas. The immediate area is vacant and primarily developed as multifamily development.

The properties to the north are designated as General Commercial and Natural and Open Areas. The properties to the east are designated as General Commercial as well. The General Commercial areas are appropriate for 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. This request to change the land use designation of the subject property to Urban Residential would allow for the development of an undeveloped property with close proximity to Harvey Mitchell Parkway South.

2. Compatibility with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the City as a whole: The applicant is

requesting an amendment to the Future Land Use & Character Map to Urban Residential and has also requested a rezoning to PDD with a base of MF Multi-Family for the property. The intent of Urban Residential is to accommodate a wide range of attractive multifamily housing and provide vehicular and pedestrian connectivity between developments. The subject property is located at the intersection of Harvey Mitchell Parkway South and Dartmouth Street. This corridor continues to experience a high amount of development, however this is primarily closer to Texas and State Highway 6. This property would be compatible with existing uses, development patterns, and character with other MF Multi-Family zoned properties in the area. While the traditional multifamily development is not proposed, the overall density of the area is still in-line with the intent of the Urban Residential land use when considering the existing adjacent development.

The applicant held a neighborhood meeting on April 2, 2025. All property owners within 200 feet of the subject property were notified of the neighborhood meeting, and approximately three members of the public were in attendance which included the adjacent residential property owner and owner across Harvey Mitchell. The applicant, property owner and City Staff were also in attendance.

The proposal is compatible with the character of the area as it allows for multi-family residential development that is compatible with the surrounding area.

3. Impact on environmentally sensitive and natural areas: There is no FEMA designated floodplain on the property. While not within the subject property, there are existing waterbodies located in the general area.

4. Impacts on infrastructure including water, wastewater, drainage, and the transportation network: Water and wastewater services will be provided by College Station Utilities. There is adequate water and sanitary sewer capacity to support the proposed amendment. Drainage and all other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

The subject property is located at the intersection of Harvey Mitchell Parkway South and Dartmouth Street. Harvey Mitchell Parkway South is identified as a Major Arterial on the Thoroughfare Plan, while Dartmouth Street is a Major Collector. The proposed designation may increase the potential traffic generated in comparison to the existing General Commercial designation, however a Traffic Impact Analysis with the rezoning was not required.

5. Consistency with the goals and strategies set forth in the Comprehensive Plan: The intent of College Station's Comprehensive Plan is to create distinctive places, vibrant districts, attractive neighborhoods, revitalized gateways and corridors, and conserved natural areas. The proposed amendment is to Urban Residential, which is defined as areas that are appropriate for a range of high-density multifamily and attached residential development in various forms and limited non-residential uses that are compatible with the surrounding area.

Budget & Financial Summary: N/A

Attachments:
1. Ordinance
2. Aerial and Small Area Map
3. Comprehensive Plan Exhibit
4. Background Information
5. Applicant's Supporting Information

6. Comprehensive Plan Amendment Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE OFFICIAL CITY OF COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUTURE LAND USE & CHARACTER MAP FROM GENERAL COMMERCIAL TO URBAN RESIDENTIAL FOR APPROXIMATELY 2.752 ACRES OF LAND, GENERALLY LOCATED AT 2360 HARVEY MITCHELL PARKWAY SOUTH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the "Official City of College Station Comprehensive Plan" is hereby amended by adding new Subsection "E.1.l." of Exhibit "A" thereto as set out in Exhibit "A" attached hereto and made a part hereof; as set out in Exhibit "B" attached hereto and made a part hereof.

PART 2: That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

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

PASSED, ADOPTED and APPROVED this _____ day of ____, 2025.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A

That Ordinance No.4303 adopting the "Official City of College Station Comprehensive Plan" as amended, is hereby amended by adding Subsection "E.1.l." to Exhibit "A" of said plan for Exhibit "A" to read in its entirety as follows:

A. Comprehensive Plan

The Official City of College Station Comprehensive Plan (Ordinance 4303) is hereby adopted and consists of the following:

1. Plan Foundation;
2. Distinctive Places;
3. Strong Neighborhoods;
4. A Prosperous Economy;
5. Engaging Spaces;
6. Integrated Mobility;
7. Exceptional Services;
8. Managed Growth;
9. Collaborative Partnerships; and
10. Plan Implementation

B. Master Plans

The following Master Plans are hereby adopted and made a part of the Official City of College Station Comprehensive Plan:

1. The Northgate Redevelopment Plan dated November 1996;
2. The Revised Wolf Pen Creek Master Plan dated 1998;
3. Northgate Redevelopment Implementation Plan dated July 2003;
4. Bicycle, Pedestrian, and Greenways Master Plan dated January 2010;
5. Parks, Recreation, and Open Spaces Master Plan dated July 2011;
6. Medical District Master Plan dated October 2012;
7. Economic Development Master Plan dated May 2020;
8. The Water System Master Plan dated April 2017; and
9. The Wastewater System Master Plan dated April 2017; and
10. Northeast Gateway Redevelopment Plan dated September 2023; and
11. Wellborn District Plan dated October 2023.

C. Master Plan Amendments

The following Master Plan Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Expiring the East College Station Transportation Study dated May 2005 – Ordinance 4404, dated November 10, 2022.
2. Expiring the Central College Station Neighborhood Plan dated June 2010 – Ordinance 4404, dated November 10, 2022.
3. Expiring the Eastgate Neighborhood Plan dated June 2011 – Ordinance 4404, dated November 10, 2022.
4. Expiring the Southside Area Neighborhood Plan dated August 2012 – Ordinance 4404, dated November 10, 2022.
5. Expiring the South Knoll Neighborhood Plan dated September 2013 – Ordinance 4404, dated November 10, 2022.
6. Amended as shown in the Northeast Gateway Redevelopment Plan for Map 5.4 Proposed Bicycle Facilities and Map 5.5 Proposed Pedestrian Facilities within the Bicycle, Pedestrian, and Greenways Master Plan – Ordinance 4470, dated September 28, 2023.
7. Amended as shown in the Wellborn District Plan for Map 5.4 Proposed Bicycle Facilities and Map 5.5 Proposed Pedestrian Facilities within the Bicycle, Pedestrian, and Greenways Master Plan – Ordinance 4474, dated October 12, 2023.

D. Text Amendments

The following Text Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Text Amendments:
    a. *Chapter 2. Distinctive Places* by amending the text regarding the Neighborhood Center future land use description, intent, and generally appropriate zoning districts – Ordinance 4351, dated April 28, 2022.
    b. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to remove expired plans – Ordinance 4404, dated November 10, 2022.
    c. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to rename the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.

d. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to update it to the Wellborn District Plan, to revise the Future Land Use & Character descriptions to remove the Wellborn future land use and incorporate it and the Wellborn-specific zoning districts into the Neighborhood Commercial, Suburban Residential, and Estate Residential future land use descriptions and generally appropriate zoning districts – Ordinance 4474, dated October 12, 2023.

E. Map Amendments

The following Map Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Future Land Use & Character Map:
    a. Approximately 5 acres of land generally located at 2354 Barron Road from Suburban Residential to Neighborhood Commercial – Ordinance 4365, dated June 23, 2022.
    b. Approximately 17 acres of land generally located at 400 Double Mountain Road from Medical to Urban Residential – Ordinance 4378, dated August 11, 2022.
    c. Approximately 0.19 acres of land generally located at 106 Southland Street from Suburban Residential to Neighborhood Commercial – Ordinance 4388, dated September 8, 2022.
    d. Approximately 2.611 acres of land, generally located at 100 - 170 Graham Road from Business Center to Neighborhood Commercial – Ordinance 4435, dated May 15, 2023.
    e. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023..
    f. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.
    g. Approximately 3.25 acres of land generally located west of the intersection of Nantucket Drive and State Highway 6 S from Suburban Residential and Natural and Open Areas to Neighborhood Commercial and Natural and Open Areas – Ordinance 4520, dated May 23, 2024.
    h. Approximately 3 acres of land generally located at located at 116 and 120 Morgans Lane from Urban Residential to General Commercial – Ordinance 4525, dated June 27, 2024
    i. Approximately 11 acres of land generally located at 3182 Holleman Drive South from Mixed Residential and Natural & Open Areas to Urban Residential – Ordinance 4566, dated December 12, 2024
    j. Approximately 1.047 acres of land generally located at 3423 Cain Road and 3197 Holleman Drive South from Mixed Residential to General Commercial – Ordinance 4571, dated January 23, 2025

k. Approximately 3.60 acres of land generally located at 3768 McCullough Road from Estate Residential to Neighborhood Commercial – Ordinance 4578, dated February 27, 2025
l. Approximately 2.752 acres of land generally located at 2360 Harvey Mitchell Parkway South from General Commercial to Urban Residential

2. Planning Areas Map:
   a. Removing the Central College Station Neighborhood Plan, Eastgate Neighborhood Plan, Southside Area Neighborhood Plan, and South Knoll Neighborhood Plan – Ordinance 4404, dated November 10, 2022.
   b. Renaming the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
   c. Renaming the Wellborn Community Plan to the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.

3. Functional Classification & Context Class Map:
   a. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
   b. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.

F. General

1. **Conflict.** All parts of the Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.

2. **Purpose.** The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its Extraterritorial Jurisdiction ("ETJ"). The Comprehensive Plan depicts generalized locations of proposed future land uses, including thoroughfares, bicycle and pedestrian ways, parks, greenways, and waterlines, and sewer lines that are subject to modification by the City to fit local conditions and budget constraints.

3. **General nature of Future Land Use.** The Comprehensive Plan, in particular the Future Land Use & Character Map and any adopted amendments thereto, shall not be,

nor be considered, a zoning map, shall not constitute zoning regulations or establish zoning boundaries, and shall not be site or parcel specific but shall be used to illustrate generalized locations.

4. **General nature of College Station Comprehensive Plan.** The Comprehensive Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as thoroughfares, bikeways, pedestrian ways, greenways, waterlines, and sewer lines that are a part of the Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Comprehensive Plan without being considered an amendment thereto.

5. **Reference.** The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

EXHIBIT B

That the "Official City of College Station Comprehensive Plan" is hereby amended by amending a portion of the map titled "Future Land Use & Character" from General Commercial to Urban Residential for the following property:

FIELD NOTES
2.752 ACRES

Being all that certain tract or parcel of land lying and being situated in the MORGAN RECTOR SURVEY, Abstract No. 46, in College Station, Brazos County, Texas and being part of the 6.99 acre tract described in the deed from Marion Scott Gilchrist to Texas Timberjack, Inc. recorded in Volume 9898, Page 275 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the south corner of this herein described tract, said iron rod also marking an interior ell corner corner of Lot 1R, Block 1, BERTRAND SUBDIVISION according to the Replat recorded in Volume 15755, Page 33 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.);

THENCE: along the fenced common line of this tract, said Lot 1R, Block 1 and Lot 5A, LAKE VIEW ACRES according to the Replat recorded in Volume 448, Page 607 of the Brazos County Deed Records (B.C.D.R.) for the following two (2) calls:

1) N 44°52'12" W (DEED CALL: N 45°58'05" W) for a distance of 225.33 feet to a found 5/8-inch iron rod marking an angle corner of this tract, and
2) N 45°00'00" W (DEED CALL: N 45°58'05" W) for a distance of 532.67 feet to a 1/2-inch iron rod set marking the west corner of this tract, said iron rod also marking the north corner of said Lot 5A and being in the southeast right-of-way line of FM 2818 (based on an 80-foot width);

THENCE: 250.53 feet in a clockwise direction along the southeast right-of-way line of said FM 2818 and along the arc of a curve having a central angle of 15°01'51", a radius of 955.00 feet, a tangent of 125.99 feet and a long chord bearing N 64°28'26" E at a distance of 249.81 feet to a found 1/2-inch iron rod marking the north corner of this herein described tract, said iron rod also being in the southwest right-of-way line of Dartmouth Street (based on a variable width), said Dartmouth Street also known as the 1.321 acre City of College Station tract recorded in Volume 15672, Page 223 (O.P.R.B.C.);

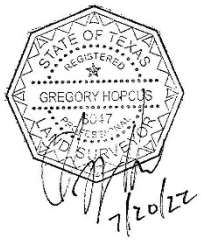
THENCE: along the southwest right-of-way line of said Dartmouth Street for the following four (4) calls:

1) S 60°42'25" E for a distance of 33.86 feet to a found 1/2-inch iron rod for corner,
2) S 14°06'44" E for a distance of 37.80 feet to a found 1/2-inch iron rod for the Point of Curvature of a curve to the left,
3) 329.72 feet along the arc of said curve having a central angle of 30°43'05", a radius of 615.00 feet, a tangent of 168.93 feet and a long chord bearing S 29°28'16" E at a distance of 325.79 feet to a 1/2-inch iron rod set for the Point of Tangency, and
4) S 44°49'49" E for a distance of 299.68 feet to a found PK nail marking the east corner of this tract, said PK nail also marking an exterior ell corner of said Lot 1R, Block 1;

THENCE: S 46°37'08" W (DEED CALL: S 46°43'01" W) along the common line of this tract and said Lot 1R, Block 1 for a distance of 137.74 feet to the POINT OF BEGINNING and containing 2.752 acres of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on July 20, 2022.

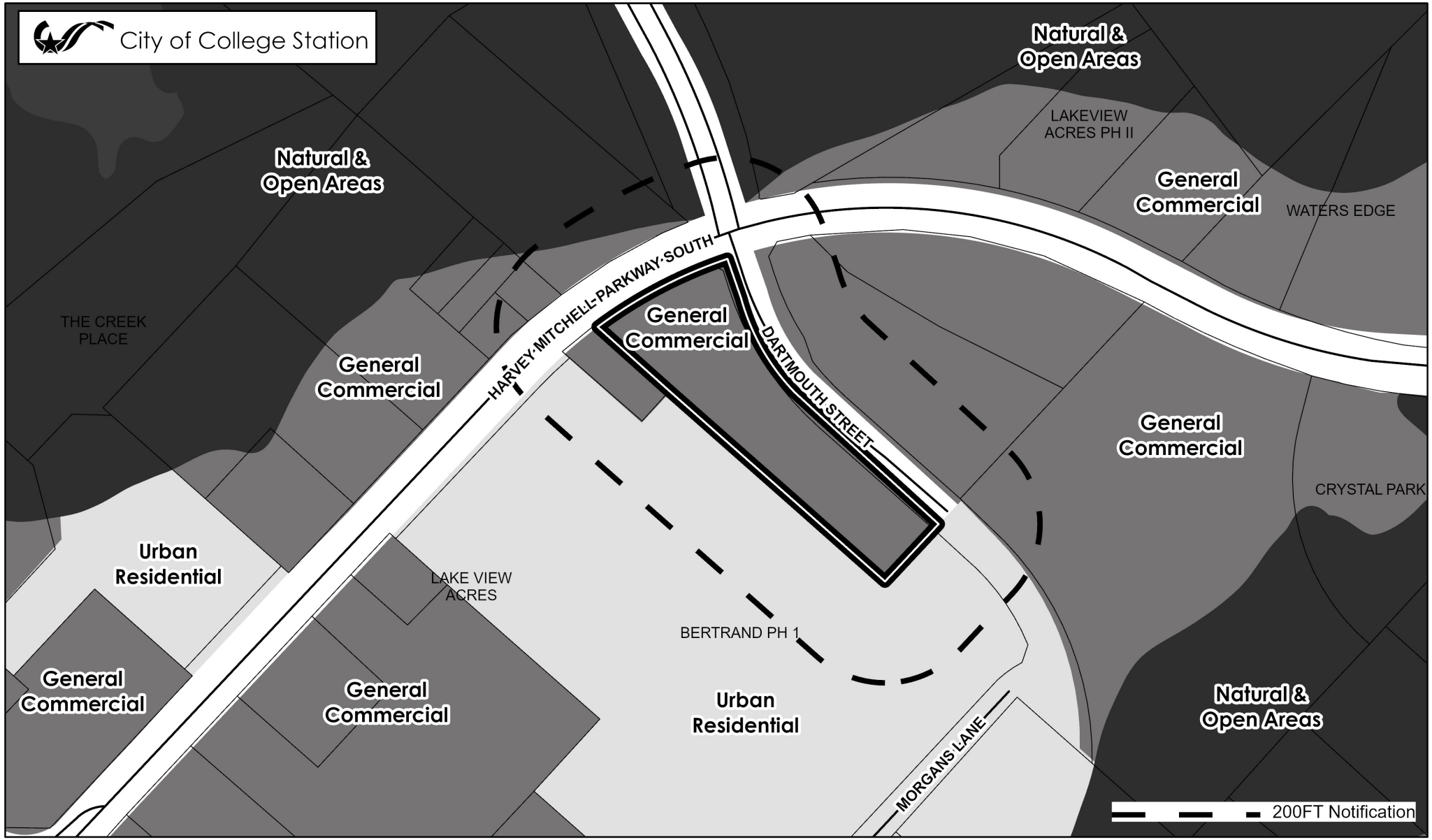
See survey plat on Page 1 of 2
for additional information.



CENTRAL PARK TOWNHOMES

Case: CPA2024-000009

COMPREHENSIVE PLAN AMENDMENT



FUTURE LAND USE DISTRICTS (In Grayscale)

Residential
Urban Residential
Mixed Residential
Suburban Residential
Estate Residential
Rural
Neighborhood Conservation

Non-Residential
General Commercial
Neighborhood Commercial
Business Center
Medical

Combined Centers
Urban Center
Neighborhood Center

Other
Institutional/Public
TAMU
Parks & Greenways
Natural & Open Areas
Redevelopment Areas

NORTH

0 265 530 Feet

CENTRAL PARK TOWNHOMES

Case: CPA2024-000009

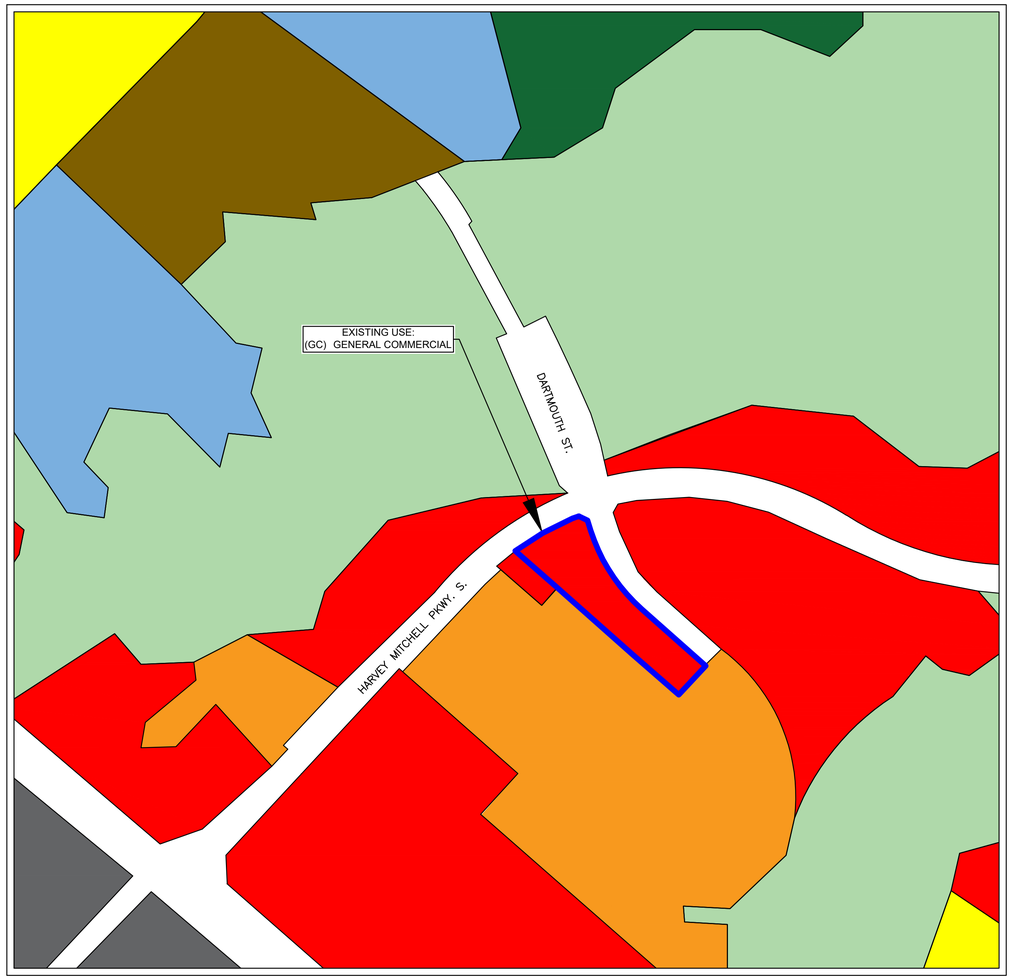
COMPREHENSIVE PLAN AMENDMENT

THIS PROPERTY IS NOT LOCATED IN A FEMA DESIGNATED SPECIAL FLOOD HAZARD AREA (SHFA) ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) 48041C0310F EFFECTIVE APRIL 2, 2014.

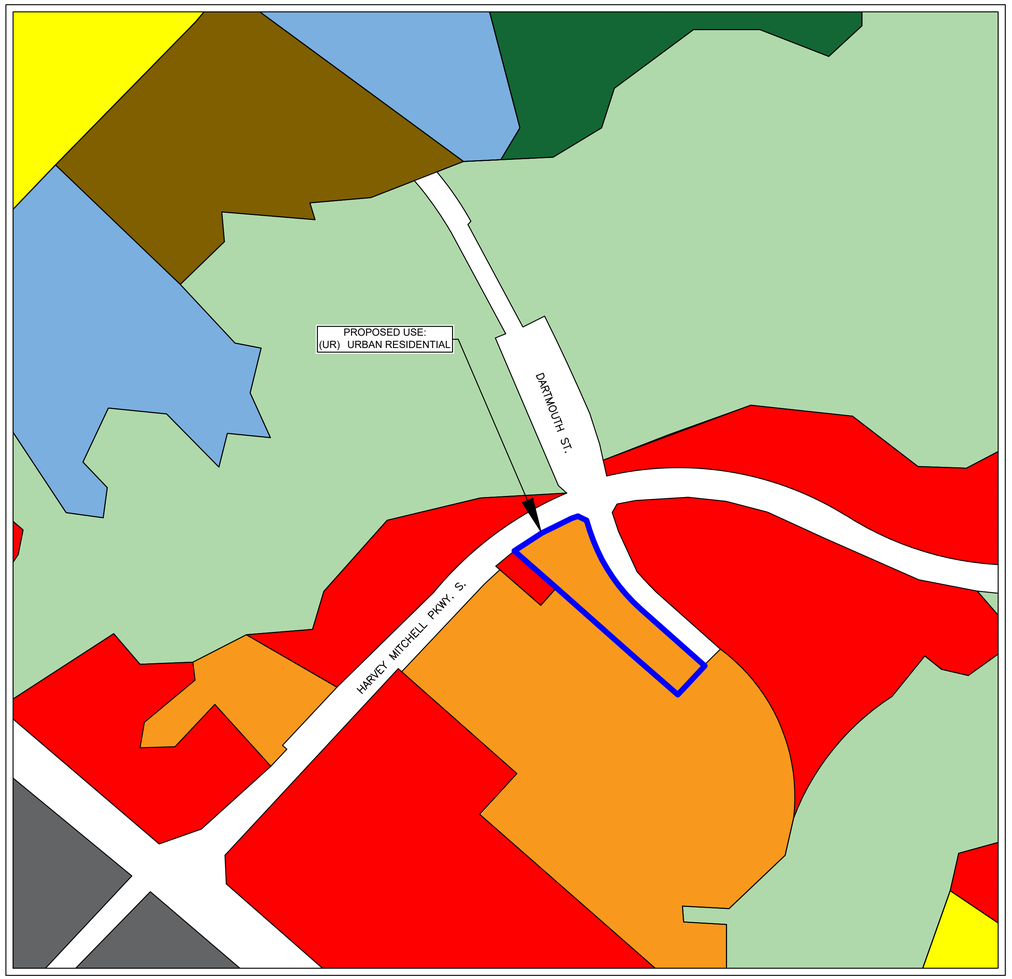
PROPERTY OWNER: MILES CONSTRUCTION AND DEVELOPMENT, LP
LEGAL DESCRIPTION: A004601, M RECTOR (ICL), TRACT 53.2, 3.1186 ACRES
PROPOSED AMENDMENT ACREAGE: 2.752

- EXISTING ZONING: GENERAL COMMERCIAL (GC)
  OVERLAY CORRIDOR (OV)

- PROPOSED ZONING: PLANNED DEVELOPMENT DISTRICT (PDD)
  WITH A MULTI-FAMILY (MF) BASE



EXISTING CITY OF COLLEGE STATION
LAND USE & CHARACTER



PROPOSED CITY OF COLLEGE STATION
LAND USE & CHARACTER

LEGEND:

- GENERAL COMMERCIAL
- URBAN RESIDENTIAL
- MIXED RESIDENTIAL
- SUBURBAN RESIDENTIAL
- NATURAL & OPEN AREAS
- PARKS & GREENWAYS
- INSTITUTIONAL/PUBLIC
- NEIGHBORHOOD CENTER
- BRAZOS COUNTY

REV	DESCRIPTION	DATE

H2B, INC.
Texas Firm Registration No. 8856
1225 N Loop W, Suite 800
HOUSTON, TX 77008
713.864.2900

CENTRAL PARK TOWNHOMES
DARTMOUTH & FM 2818
COLLEGE STATION, TX 77845

FUTURE LAND USE &
CHARACTER EXHIBIT

TRAVIS E. JAMES , P.E.
TEXAS REGISTRATION NO. 124735
INTERIM SUBMITTAL
NOT FOR CONSTRUCTION PURPOSES

H2B PROJECT No. : 24-059
DESIGNED BY : TEJ
DRAWN BY : SMH/CNC
SCALE: AS SHOWN
SHEET No. OF XXX SHEETS

C2

PLOTTED ON: 03/03/2025 4:57pm FILE: L:\2024\24-059 - Central Park Townhomes\DWG\SHEETS\EXHIBITS\FUTURE LAND USE & CHARACTER EXHIBIT.dwg

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: May 15, 2025
Advertised Council Hearing Date: June 12, 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:

N/A

Property owner notices mailed: 12

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Natural & Open Areas, General Commercial	GS General Suburban	Vacant, Harvey Mitchell Parkway South (ROW)
South	Urban Residential	MF Multi-Family	Apartments
East	General Commercial	GC General Commercial & OV Corridor Overlay	Vacant, Dartmouth Street (ROW)
West	Urban Residential, General Commercial	MF Multi-Family, GS General Suburban	Apartments, Single-family dwelling, Harvey Mitchell Parkway South (ROW)

DEVELOPMENT HISTORY

Annexed: May 1969, October 1969
Zoning: R-1 Single-Family Residential (upon annexation 1969)
R-1 Single-Family Residential to C-1 General Commercial (2004)
OV Overlay applied in 2004
C-1 General Commercial renamed to GC General Commercial (2003)

Final Plat: Unplatted
Site Development: Vacant

COMP PLAN APPLICATION
SUPPORTING INFORMATION

Name of Project: CENTRAL PARK TOWNHOMES (CPA2024-000009)

Address: 2360 HARVEY MITCHELL PKWY S

Legal Description: A004601, M RECTOR (ICL), TRACT 53.2, 3.1186 ACRES

Total Acreage: 2.752

Applicant: H2B INC

Property Owner: MILES CONSTRUCTION AND DEVELOPMENT, LP

What element of the Comprehensive Plan and at what location is requested to be amended?

Land Use & Character Designation
Parcel Number: 004601-0053-0020
Dartmouth and FM 2828
College Station, Texas 77845

What is the amendment requested?
Changing the Land Use & Character Designation from General Commercial (GC) to Urban Residential (UR).

What is the reason for the amendment?
The land is proposed to be developed as detached homes with condominium declaration.

How will this change be compatible with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the city as a whole?

This proposed development will not change the surrounding areas. The only change is that the land to be developed will be changed to multi family detached homes with condominium declaration.

Explain the impact on environmentally sensitive and natural areas and infrastructure, including water, wastewater, drainage and transportation network.

The proposed development is surrounded by urban residential and general commercial. This property neighbors other residential areas. The proposed condominiums would match the character of surrounding developed areas, and is compatible to the city of College Station.

Explain how this change will be consistant with the goals and strategies set forth in the Comprehensive Plan.

The proposed development is surrounded by urban residential and general commercial. This property neighbors other residential areas. The proposed condominiums would match the character of surrounding developed areas, and is compatible to the city of College Station.

List any other reasons to support this zone change.

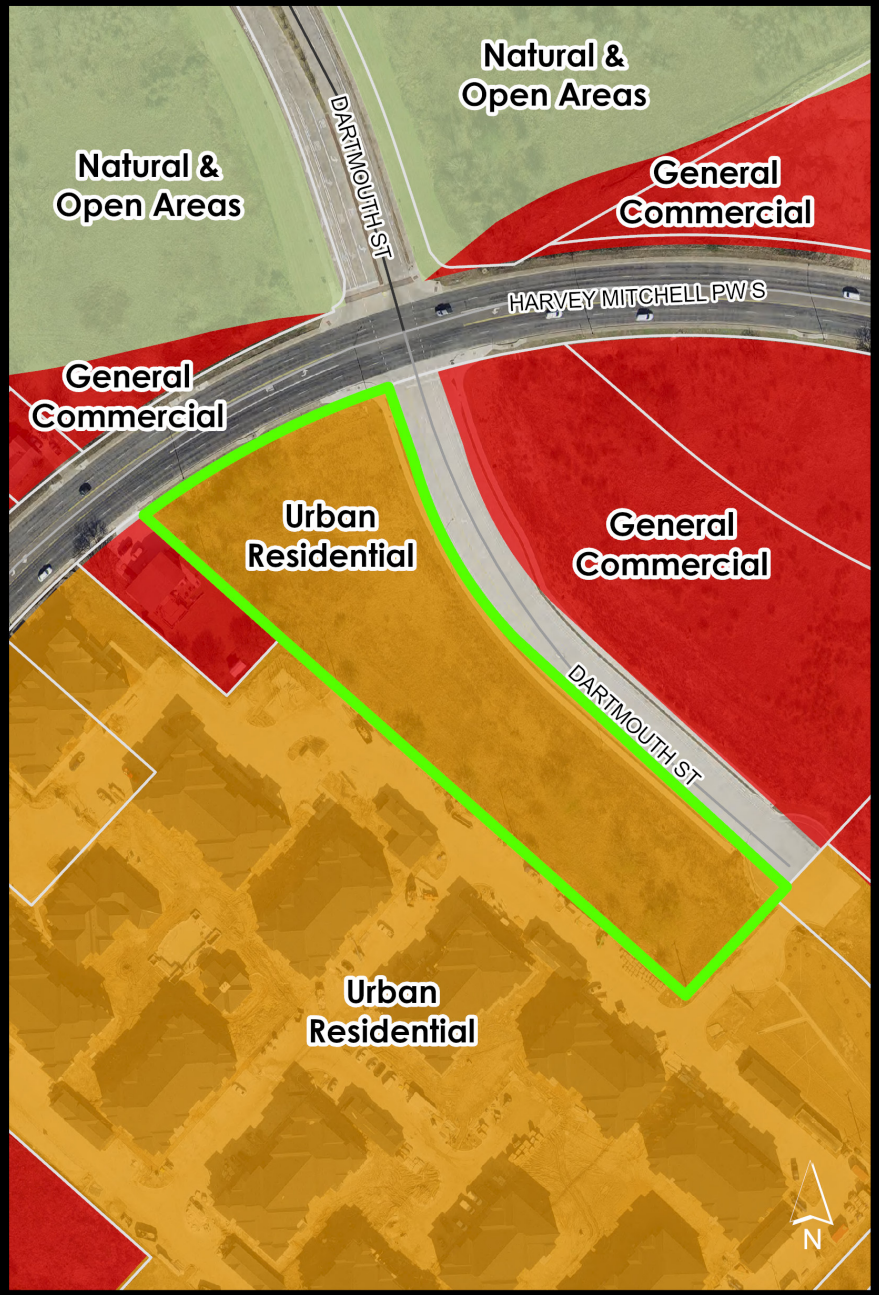
N/A

List any other additional properties.

N/A

EXISTING
Future Land Use

PROPOSED
Future Land Use



June 12, 2025
Item No. 8.2.
Central Park Townhomes

Sponsor: Jeff Howell, Senior Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts", Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundary from GC General Commercial & OV Corridor Overlay to PDD Planned Development District for approximately 2.752 acres at 2360 Harvey Mitchell Parkway South, generally located south of the intersection of Harvey Mitchell Parkway South and Dartmouth Street.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): This item was heard at the May 15th Planning and Zoning Commission meeting where the Commission voted 3-1 to recommend approval.

Summary: This request is to rezone approximately 2.752 acres of land generally located south of the intersection of Harvey Mitchell Parkway South and Dartmouth Street from GC General Commercial & OV Corridor Overlay to PDD Planned Development District with a base zoning of MF Multi-Family. The tract proposed to be rezoned consists of an un-platted property and is currently vacant. The property was originally zoned to C-1 (later renamed to GC General Commercial) with a corridor overlay in 2004. This zoning request is in effort to provide additional housing to this area along the corridor. The applicant is requesting the zoning district change to allow for a proposed single-unit development which would not be allowed on property zoned GC General Commercial. The applicant is also requesting the removal of the corridor overlay as the applicant has stated no other PDD properties include the overlay and adjacent residential developments do not either. The applicant is requesting a reduction to the minimum density requirement of MF Multi-family and is providing a benefit of a limitation to maximum building height. Per the Unified Development Ordinance, MF Multi-Family has a minimum density requirement of 12 units per acres and does not have an overall limitation on building height.

The applicant intends to develop this property as a single-unit dwelling residential development, which includes parking, driveways, detention, and landscape buffer as shown on Concept Plan.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:
The subject tract is designated as General Commercial on the Comprehensive Plan Future Land Use & Character Map. For the General Commercial land use, the Comprehensive Plan provides the following:

Areas appropriate for 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 General Commercial land use is to accommodate commercial uses, concentrate development at major intersections, and encourage shared surface parking.

The zoning districts that are generally appropriate within the General Commercial land use include: General commercial, office, and mixed-use zoning.

The applicant has submitted an amendment request for a land use change from General Commercial to Urban Residential. The proposed Urban Residential land use designation is appropriate for a range of high-density multifamily and attached residential development in various forms. Buildings may be clustered and grouped. Building setbacks from the street varies but is generally consistent within a development. Also, they are to support commercial, service, office uses, and vertical mixed-use within redevelopment areas.

The zoning districts that are generally appropriate within the Urban Residential land use include: Multi-family, townhouse, mixed-use, and limited suburban commercial zoning.

The OV Corridor Overlay is discussed within the Comprehensive Plan through the gateways. While the Harvey Mitchell Parkway is included as an image corridor, the subject property is the only property within this corridor south of Dartmouth Street and a small portion of the OV exists only on one side of Harvey Mitchell Parkway. The OV Corridor Overlay includes regulations for setbacks and signage, however the PDD allows for the Planning and Zoning Commission and City Council the opportunity to review the Concept Plan and impose similar requirements at their discretion. The Concept Plan for this development proposes to follow the setback and sign standards for the MF Multi-Family zoning.

The proposed rezoning request to PDD Planned Development District with a base of MF Multi-Family is consistent with the amendment to the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:
The subject property is near other existing multifamily uses which are adjacent to the west and south. To the north, the properties are vacant, while those to the east are also vacant. Along Harvey Mitchell Parkway South to the east, there is an existing commercial development as well as further to the west towards Texas Avenue. The proposed zoning district is appropriate in the context of the area as it would allow for infill with additional housing options located adjacent to a major thoroughfare.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:
The size and location of the subject property is suitable for a single-unit development, but would have to conform to the multi-family standards. Along with the request to remove the OV Corridor Overlay, the site has adequate space to meet the minimal dimensional standards as set forth in the Unified Development Ordinance.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:
The existing water and wastewater infrastructure is adequate to support the needs of this development. Drainage and any other infrastructure required with site redevelopment shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property is located near the intersection of Harvey Mitchell Parkway South and Dartmouth Street. Harvey Mitchell Parkway South is identified as a Major Arterial on the Thoroughfare Plan, while Dartmouth Street is a Major Collector. Additional right-of-way will need to be dedicated as part of the

platting process along Harvey Mitchell Parkway South. The existing use is expected to generate less than 150 trips in any peak hour; therefore, a Traffic Impact Analysis (TIA) was not required to be submitted with the application.

5. The marketability of the property:
The applicant states the proposed development and rezoning matches the surrounding area, and is very marketable as it provides new housing.

REVIEW OF CONCEPT PLAN
The Concept Plan provides an illustration of the general layout of the proposed building and parking areas as well as other site related features.
In proposing a PDD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing PDD Concept Plans:

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

General:
This request is to rezone approximately 2.752 acres from GC General Commercial & OV Corridor Overlay to PDD Planned Development District with a base zoning district of MF Multi-Family. The stated purpose and intent of the requested PDD is to develop the property in a manner that is aligning with the evolving residential needs of College Station. The Concept Plan proposes a single-unit residential development on one lot, with parking, detention, streetscaping and a landscape buffer.

Modifications Requested:
At the time of development, the project will need to meet all applicable site development standards and platting requirements of the Unified Development Ordinance for the base zoning district, except where meritorious modifications are granted with the PDD zoning. The applicant is requesting the following modifications as indicated on the Concept Plan:

Section 5.2 Residential Dimensional Standards (minimum Dwelling Units/Acre for MF Multi-Family is

12):
- Minimum Dwelling Units/Acre: 6

Community Benefits:
The applicant offers the following as community benefits:
- Height of the proposed units will not exceed 40’.

Budget & Financial Summary: N/A

Attachments:
1. Ordinance
2. Aerial and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant’s Supporting Information
6. Existing Future Land Use Map
7. Rezoning Map
8. Concept Plan

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM GC GENERAL COMMERCIAL & OV CORRIDOR OVERLAY TO PDD PLANNED DEVELOPMENT DISTRICT AFFECTING APPROXIMATELY 2.752 ACRES AT 2360 HARVEY MITCHELL PARKWAY SOUTH, GENERALLY LOCATED SOUTH OF THE INTERSECTION OF HARVEY MITCHELL PARKWAY SOUTH AND DARTMOUTH STREET CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A", Exhibit "B", Exhibit "C" and Exhibit "D"** 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 GC General Commercial & OV Corridor Overlay to PDD Planned Development District:

Page 2 of 2

FIELD NOTES
2.752 ACRES

Being all that certain tract or parcel of land lying and being situated in the MORGAN RECTOR SURVEY, Abstract No. 46, in College Station, Brazos County, Texas and being part of the 6.99 acre tract described in the deed from Marion Scott Gilchrist to Texas Timberjack, Inc. recorded in Volume 9898, Page 275 of the Official Records of Brazos County, Texas (O.R.B.C.) and being more particularly described by metes and bounds as follows:

BEGINNING: at a found 1/2-inch iron rod marking the south corner of this herein described tract, said iron rod also marking an interior ell corner corner of Lot 1R, Block 1, BERTRAND SUBDIVISION according to the Replat recorded in Volume 15755, Page 33 of the Official Public Records of Brazos County, Texas (O.P.R.B.C.);

THENCE: along the fenced common line of this tract, said Lot 1R, Block 1 and Lot 5A, LAKE VIEW ACRES according to the Replat recorded in Volume 448, Page 607 of the Brazos County Deed Records (B.C.D.R.) for the following two (2) calls:

1) N 44°52'12" W (DEED CALL: N 45°58'05" W) for a distance of 225.33 feet to a found 5/8-inch iron rod marking an angle corner of this tract, and
2) N 45°00'00" W (DEED CALL: N 45°58'05" W) for a distance of 532.67 feet to a 1/2-inch iron rod set marking the west corner of this tract, said iron rod also marking the north corner of said Lot 5A and being in the southeast right-of-way line of FM 2818 (based on an 80-foot width);

THENCE: 250.53 feet in a clockwise direction along the southeast right-of-way line of said FM 2818 and along the arc of a curve having a central angle of 15°01'51", a radius of 955.00 feet, a tangent of 125.99 feet and a long chord bearing N 64°28'26" E at a distance of 249.81 feet to a found 1/2-inch iron rod marking the north corner of this herein described tract, said iron rod also being in the southwest right-of-way line of Dartmouth Street (based on a variable width), said Dartmouth Street also known as the 1.321 acre City of College Station tract recorded in Volume 15672, Page 223 (O.P.R.B.C.);

THENCE: along the southwest right-of-way line of said Dartmouth Street for the following four (4) calls:

1) S 60°42'25" E for a distance of 33.86 feet to a found 1/2-inch iron rod for corner,
2) S 14°06'44" E for a distance of 37.80 feet to a found 1/2-inch iron rod for the Point of Curvature of a curve to the left,
3) 329.72 feet along the arc of said curve having a central angle of 30°43'05", a radius of 615.00 feet, a tangent of 168.93 feet and a long chord bearing S 29°28'16" E at a distance of 325.79 feet to a 1/2-inch iron rod set for the Point of Tangency, and
4) S 44°49'49" E for a distance of 299.68 feet to a found PK nail marking the east corner of this tract, said PK nail also marking an exterior ell corner of said Lot 1R, Block 1;

THENCE: S 46°37'08" W (DEED CALL: S 46°43'01" W) along the common line of this tract and said Lot 1R, Block 1 for a distance of 137.74 feet to the POINT OF BEGINNING and containing 2.752 acres of land.

I, Gregory Hopcus, Registered Professional Land Surveyor No. 6047, State of Texas, do hereby certify to the best of my knowledge, information and belief, and in my professional opinion, that this survey is true and correct and agrees with a survey made on the ground under my supervision on July 20, 2022.

See survey plat on Page 1 of 2
for additional information.

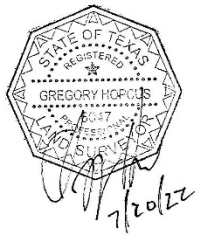


Exhibit B

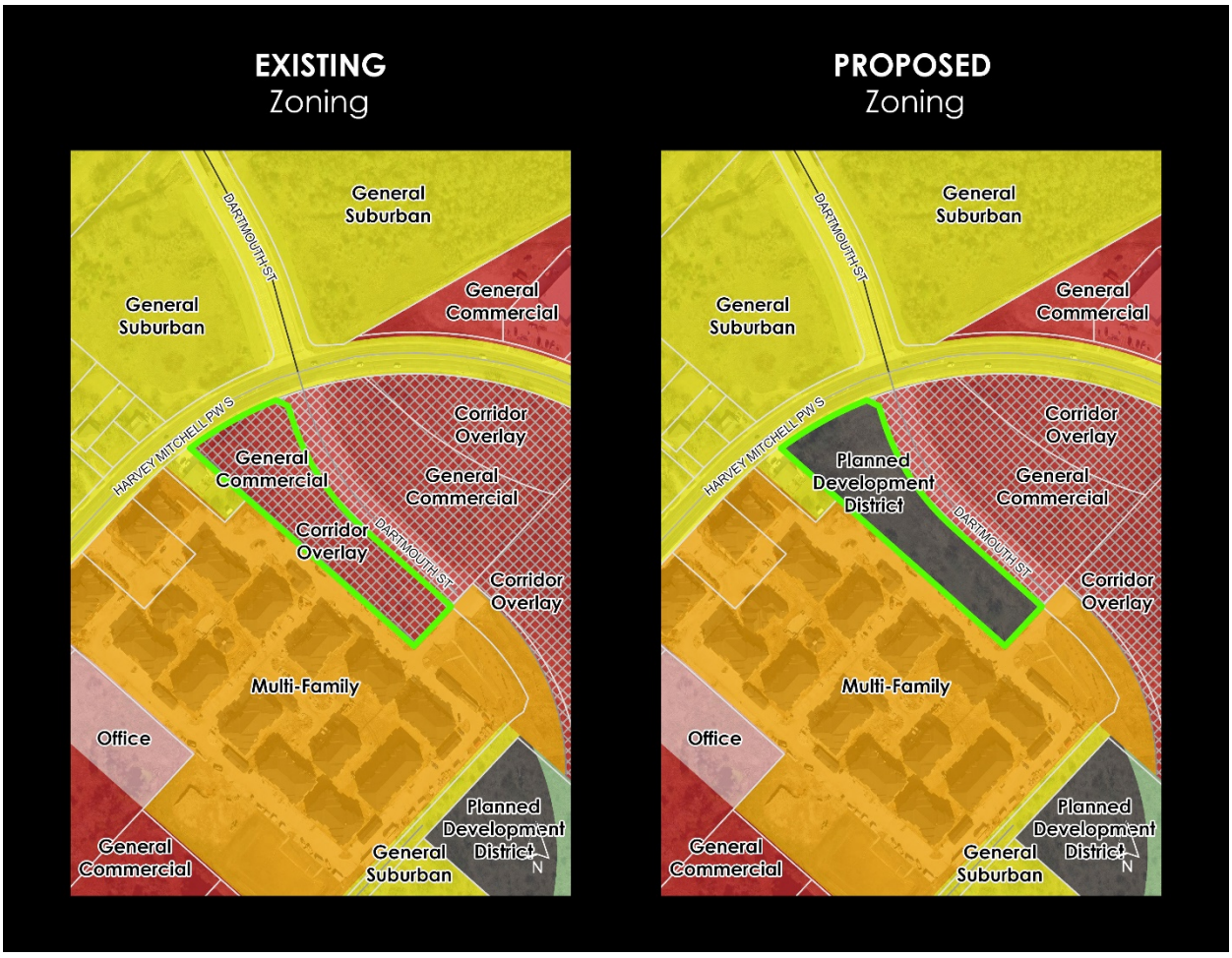

EXISTING
Zoning
General Suburban
DARTMOUTH ST
General Commercial
General Suburban
HARVEY MITCHELL PW S
Corridor Overlay
General Commercial
General Commercial
Corridor Overlay
DARTMOUTH ST
Corridor Overlay
Multi-Family
Office
Planned Development District
General Commercial
General Suburban
N
PROPOSED
Zoning
General Suburban
DARTMOUTH ST
General Commercial
General Suburban
HARVEY MITCHELL PW S
Corridor Overlay
Planned Development District
General Commercial
DARTMOUTH ST
Corridor Overlay
Multi-Family
Office
Planned Development District
General Commercial
General Suburban
N

Exhibit C

Base Zoning:

The Planned Development District has a base zoning of MF Multi-Family.

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

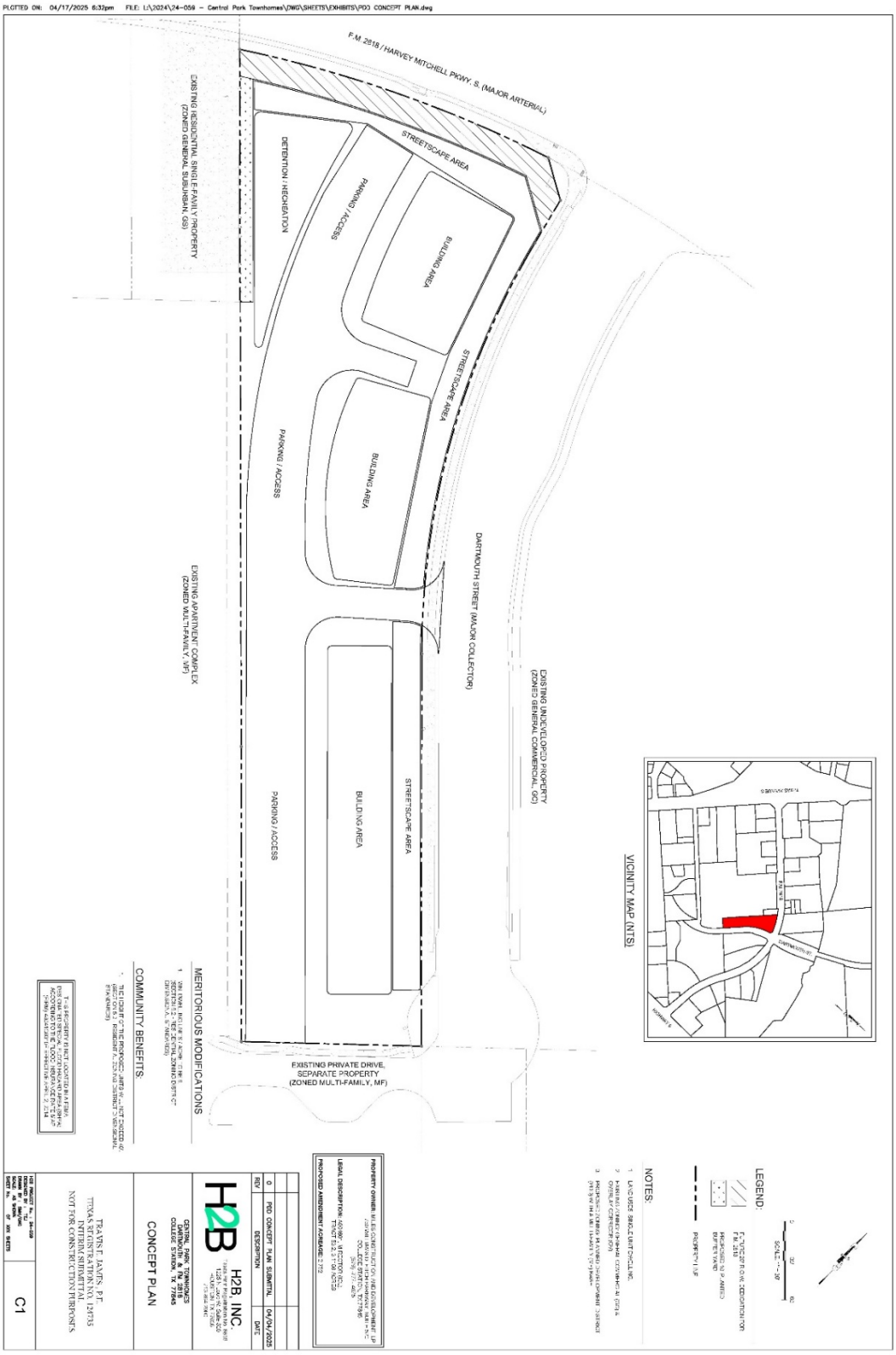
Meritorious Modifications:

- Reduce the Minimum Dwelling Units/Acre from 12 to 6.

Community Benefits:

- The height of the proposed units will not exceed 40’.

Exhibit D


F.M. 2818 / HARVEY MITCHELL PKWY. S. (MAJOR ARTERIAL)
STREETSCAPE AREA
DETENTION / RECREATION
PARKING / ACCESS
BUILDING AREA
EXISTING RESIDENTIAL SINGLE-FAMILY PROPERTY (ZONED GENERAL SUBURBAN, GS)
STREETSCAPE AREA
BUILDING AREA
PARKING / ACCESS
DARTMOUTH STREET (MAJOR COLLECTOR)
EXISTING APARTMENT COMPLEX (ZONED MULTI-FAMILY, MF)
EXISTING UNDEVELOPED PROPERTY (ZONED GENERAL COMMERCIAL, GC)
STREETSCAPE AREA
BUILDING AREA
PARKING / ACCESS
EXISTING PRIVATE DRIVE, SEPARATE PROPERTY (ZONED MULTI-FAMILY, MF)
VICINITY MAP (NTS)
NOTES:
LEGEND:
MERITORIOUS MODIFICATIONS
COMMUNITY BENEFITS
PROPERTY OWNER:
LEGAL DESCRIPTION:
PROPOSED AMENDMENT ACREAGE:
H2B INC.
CENTRAL PARK TOWNHOMES
DARTMOUTH & FM 2818
COLLEGE STATION, TX 77845
CONCEPT PLAN
TRAYNE T. JAYNES, P.E.
TEXAS REGISTRATION NO. 124735
NOT FOR CONSTRUCTION PURPOSES
C1
REV
DESCRIPTION
DATE
0
PUD CONCEPT PLAN SUBMITTAL
04/04/2025

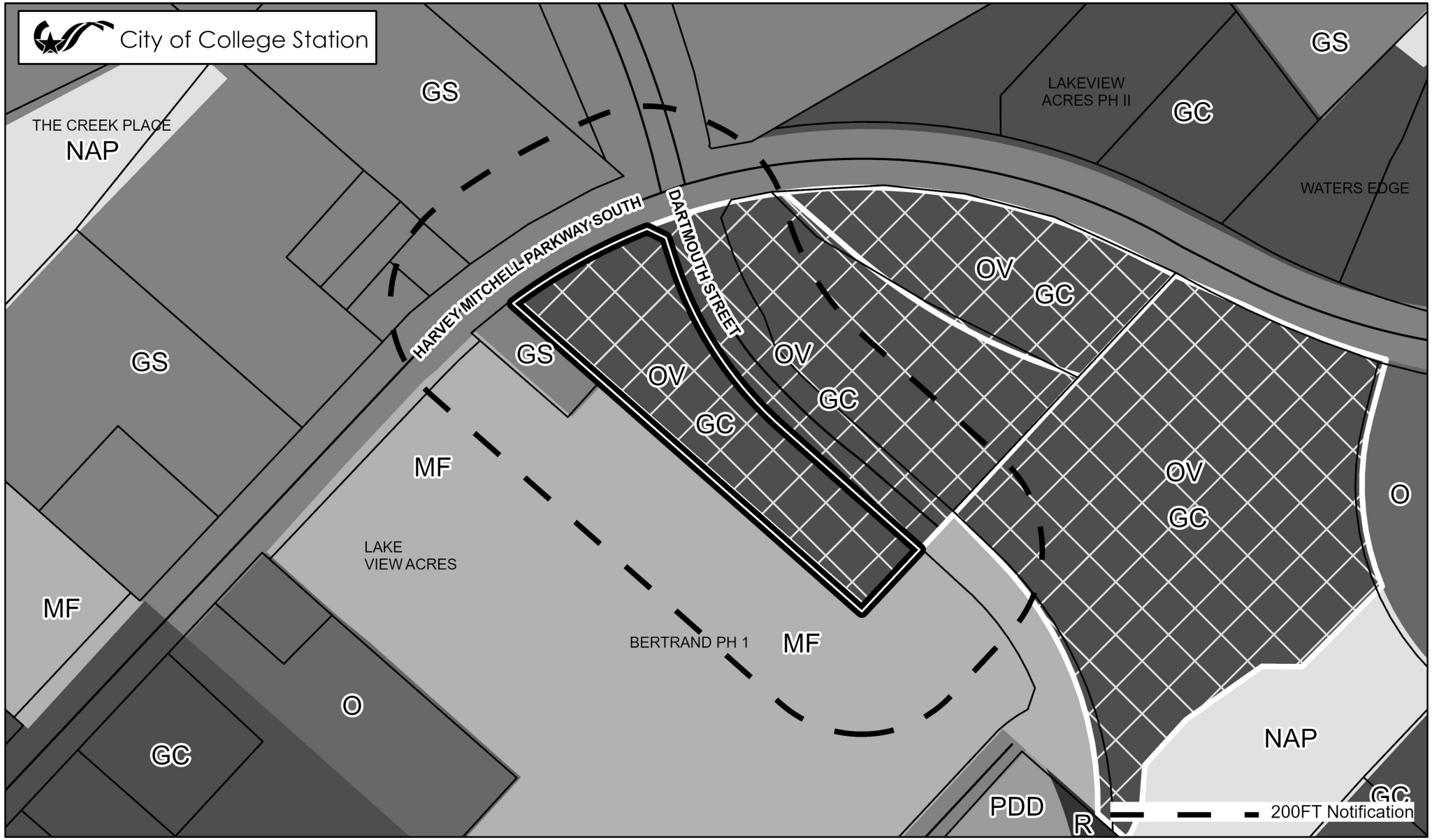
NORTH

0 230 460 Feet

CENTRAL PARK TOWNHOMES

Case: REZ2024-000024

REZONING



ZONING DISTRICTS (In Grayscale)

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

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

NORTH

0 220 440 Feet

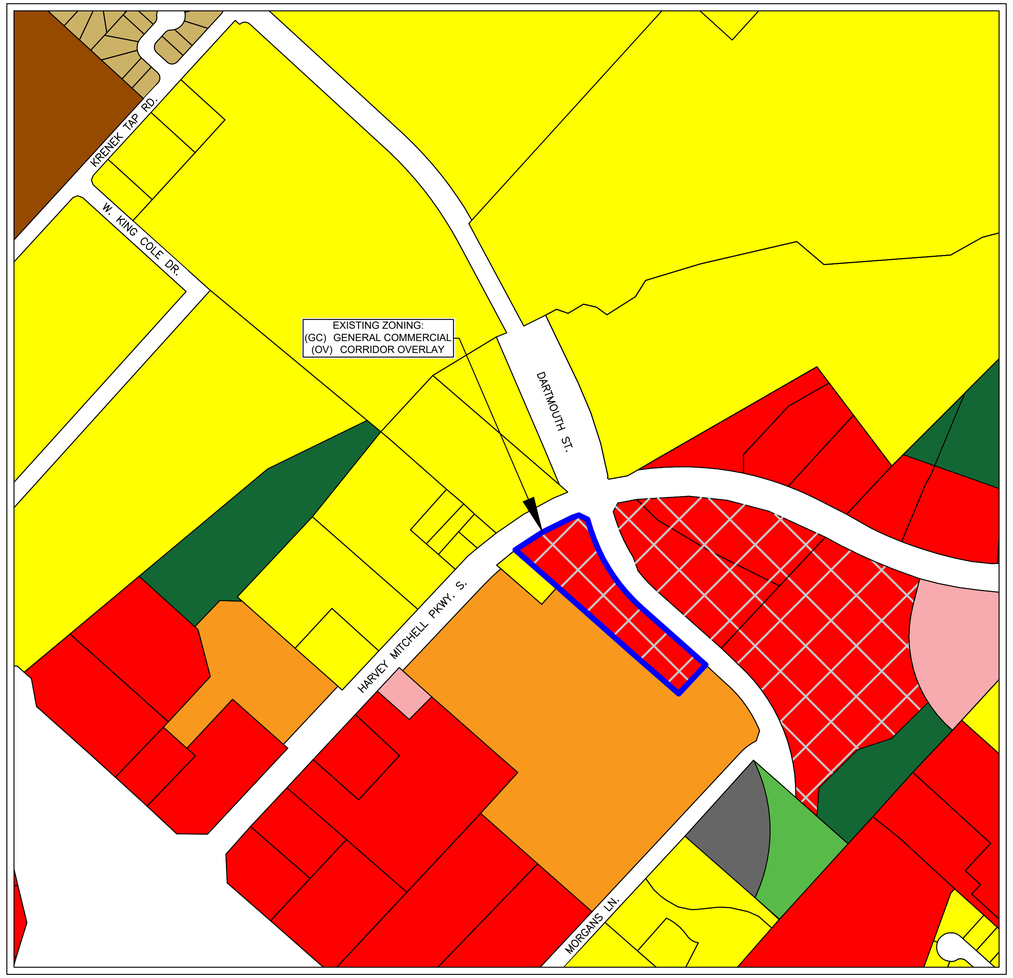
CENTRAL PARK TOWNHOMES

Case: REZ2024-000024

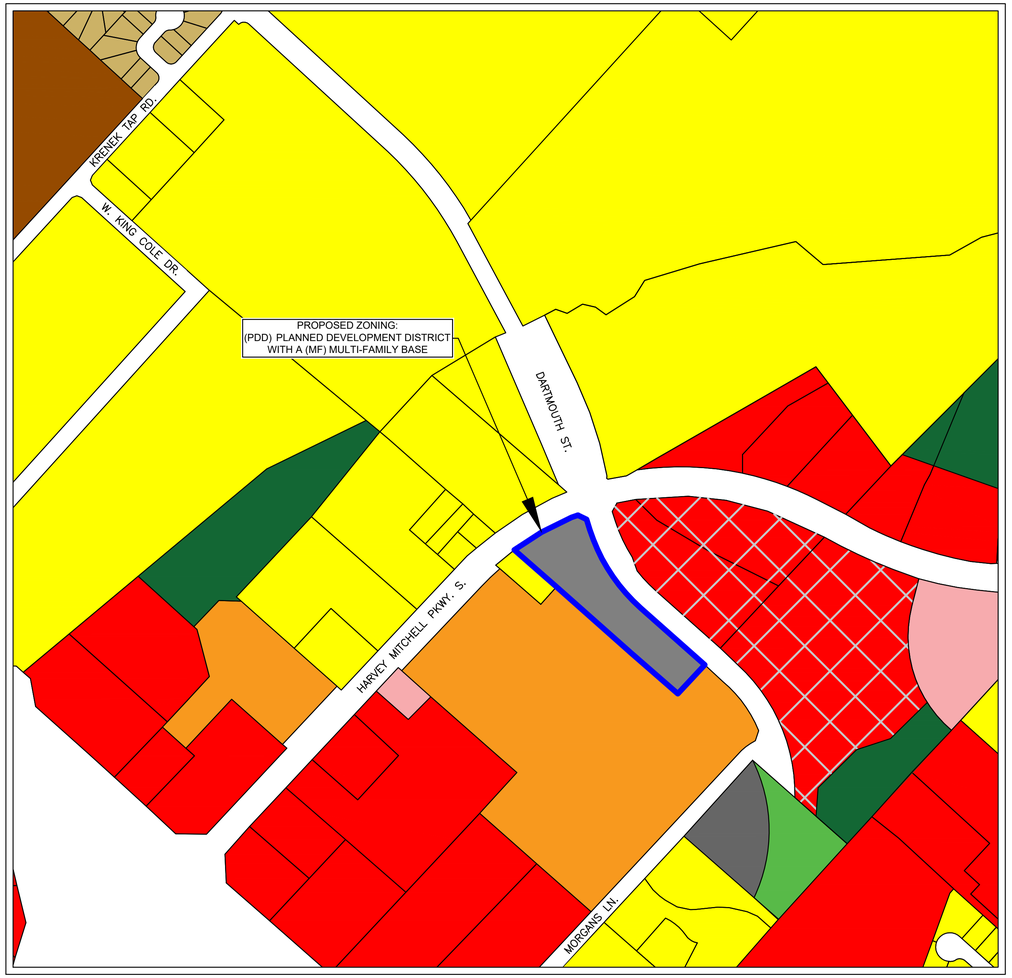
REZONING

THIS PROPERTY IS NOT LOCATED IN A FEMA DESIGNATED SPECIAL FLOOD HAZARD AREA (SHFA) ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) 48041C0310F EFFECTIVE APRIL 2, 2014.

PROPERTY OWNER: MILES CONSTRUCTION AND DEVELOPMENT, LP
LEGAL DESCRIPTION: A004601, M RECTOR (ICL), TRACT 53.2, 3.1186 ACRES
PROPOSED AMENDMENT ACREAGE: 2.752



EXISTING CITY OF COLLEGE STATION ZONING



PROPOSED CITY OF COLLEGE STATION ZONING

0 250 500
SCALE: 1" = 250'

LEGEND:

- (O) OFFICE
- (GC) GENERAL COMMERCIAL
- (MF) MULTI-FAMILY
- (GS) GENERAL SUBURBAN
- (R) RURAL
- (NAP) NATURAL AREAS PROTECTED
- (T) TOWNHOUSE
- (MHP) MANUFACTURED HOMES
- (PDD) PLANNED DEVELOPMENT DISTRICT
- (OV) CORRIDOR OVERLAY

REV	DESCRIPTION	DATE

H2B, INC.
Texas Firm Registration No. 8856
1225 N Loop W, Suite 800
HOUSTON, TX 77008
713.864.2900

CENTRAL PARK TOWNHOMES
DARTMOUTH & FM 2818
COLLEGE STATION, TX 77845

REZONING EXHIBIT

TRAVIS E. JAMES , P.E.
TEXAS REGISTRATION NO. 124735
INTERIM SUBMITTAL
NOT FOR CONSTRUCTION PURPOSES

H2B PROJECT No. : 24-059
DESIGNED BY : TEJ
DRAWN BY : SMH/CNC
SCALE: AS SHOWN
SHEET No. OF XXX SHEETS

C3

PLOTTED ON: 03/03/2025 5:00pm FILE: L:\2024\24-059 - Central Park Townhomes\DWG\SHEETS\EXHIBITS\ZONING EXHIBIT.dwg

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: May 15, 2025
Advertised Council Hearing Date: June 12, 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:

N/A

Property owner notices mailed: 12

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Natural & Open Areas, General Commercial	GS General Suburban	Vacant, Harvey Mitchell Parkway South (ROW)
South	Urban Residential	MF Multi-Family	Apartments
East	General Commercial	GC General Commercial & OV Corridor Overlay	Vacant, Dartmouth Street (ROW)
West	Urban Residential, General Commercial	MF Multi-Family, GS General Suburban	Apartments, Single-family dwelling, Harvey Mitchell Parkway South (ROW)

DEVELOPMENT HISTORY

Annexed: May 1969, October 1969
Zoning: R-1 Single-Family Residential (upon annexation 1969)
R-1 Single-Family Residential to C-1 General Commercial (2004)
OV Overlay applied in 2004
C-1 General Commercial renamed to GC General Commercial (2003)

Final Plat: Unplatted
Site Development: Vacant

REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: CENTRAL PARK TOWNHOMES (REZ2024-000024)

Address: 2360 HARVEY MITCHELL PKWY S

Legal Description: A004601, M RECTOR (ICL), TRACT 53.2, 3.1186 ACRES

Total Acreage: 2.752

Applicant: H2B, INC

Property Owner: MILES CONSTRUCTION AND DEVLOPMENT, LP

List the changed or changing conditions in the area or in the City which make this zone change necessary.

This property is currently undeveloped and is proposed for development into single unit detached dwellings (see attached Concept Plan C1). The surrounding area primarily consists of multi-family residences, general suburban zoning, and undeveloped land. Currently zoned as General Commercial (GC) and Overlay Corridor (OV), the property is proposed for rezoning to a Planned Development District (PDD) with a Multi-Family (MF) base to better support the intended residential use.

As the City of College Station experiences rapid growth, there remains a limited supply of affordable townhouse developments catering to permanent residents. This project aims to address that need by offering thoughtfully designed, modern-Victorian detached townhome style or patio homes that appeal to a diverse range of buyers, including young professionals, to the 55+ community.

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 Comprehensive Plan currently designates this property as GC. We've requested a Comprehensive Plan Amendment from General Commercial (GC) to Urban Residential (UR). If the Comprehensive Plan Amendment is approved, this rezoning request will align 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 property is located adjacent to a large multi-family apartment complex and is primarily surrounded by General Suburban (GS) zoned areas and undeveloped land. The proposed zoning change aligns with the surrounding residential developments and maintains compatibility with the established character of the neighborhood.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The currently undeveloped property is well-suited for residential development. It is surrounded by residential lots and offers convenient access to Dartmouth Street, with close proximity to F.M. 2818 and Texas Avenue. The site is located in a relatively low-traffic, low-noise area, making it an ideal setting for residential use. The proposed design provides an attractive and desirable housing option, requiring only one meritorious modification to Multi-Family (MF) zoning. This project is designed to complement surrounding land uses, justifying its inclusion within a Planned Development District (PDD) with approved modifications and community benefits.

Explain the suitability of the property for uses permitted by the current zoning district.

The property is currently zoned as General Commercial (GC) and Overlay Corridor (OV), but it is predominantly surrounded by residential dwellings. The parcel is relatively narrow with limited frontage F.M. 2818, making it unsuitable shape for a commercial enterprise. Furthermore, there are no other properties on the west side of Dartmouth zoned as OV, which undermines the goal of maintaining continuity and enhancing the image of the OV district. All adjacent properties are residential developments, not zoned as OV. According to the City of College Station's zoning map, there are currently no Planned Development District (PDD) or residentially zoned properties that are also designated as OV.

Explain the marketability of the property for uses permitted by the current zoning district.

General commercial uses are less viable than residential uses at this location. While the property was originally zoned GC and OV, the surrounding area has been predominantly developed for residential purposes. This area has transitioned into a densely developed multi-family (MF) and general suburban (GS) neighborhood, making the current GC and OV zoning less suitable and marketable for this property.

List any other reasons to support this zone change.

The City of College Station has a growing demand for high-quality, non-exclusive housing tailored to permanent residents. A significant portion of the population would prefer to live in premium town-style or patio home style dwellings rather than apartments or traditional single-family homes, yet there are currently limited non-student housing options available. This development would contribute to the city's growth, offer a distinctive residential choice, and align with the community's commitment to maintaining its high standards and strong character.

Maximum Building Height.

There is no required maximum building height in multi-family zoning. However, to maintain the neighborhood character the maximum height of the proposed units will not exceed 40 feet.

Proposed Drainage.

The proposed site drainage will be routed to the existing TxDOT storm sewer system at F.M. 2818, pending TxDot's approval. If capacity allows, the south part of the site is proposed to drain to the existing southern adjacent detention pond.

Variations Sought.

1. Minimum Density Waiver (Section 5.2 – Residential Zoning District Dimensional Standards)
   Reduce the minimum dwelling units per acre to be 6 units.

Community Benefits.

1. Maximum Building Height (Section 5.2 – Residential Zoning District Dimensional Standards)
   The multi-family zoning district permits unrestricted maximum building heights. The proposed units will not exceed 40 feet.

Sustained Stability.

The proposed development is designed efficiently to support the current and future population of College Station.

Conformity.

The proposed project aligns with the predominant residential character of the surrounding area and supports the growth and development objectives that College Station seeks to uphold. The design adheres to a multi-family (MF) base with a single dimensional variation, ensuring compliance with the zoning requirements of a Planned Development District (PDD).

Compatibility with use.

This project proposes the development of detached townhouse style dwellings that are not densely designed, not targeted towards students, but maintain a timeless modern Victorian aesthetic, making them unique and compatible with a PDD zoning and MF base.

Access to Streets.

This project proposes a driveway on the east side of the property to allow access to Dartmouth Street, please see the attached concept plan (C1).

Public Improvements.

The proposed development will include the addition of sidewalks and fire hydrants where necessary.

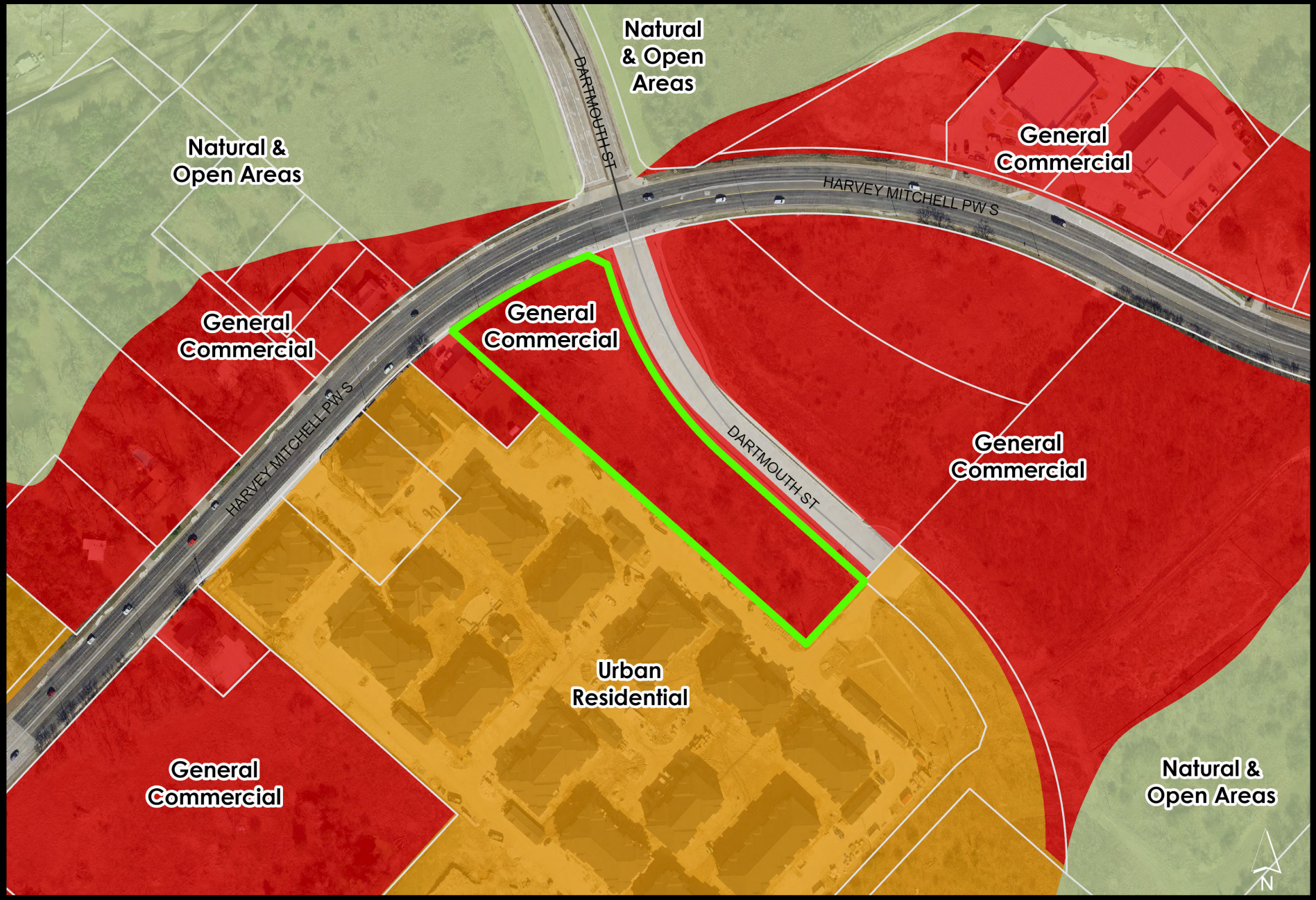
Public Health.

This project provides easy access to many essential locations such as healthcare facilities, doctors' offices, emergency clinics, public transportation stops, and shopping nearby. If needed, this development has the potential to support residents who don't own a car, due to its central location.

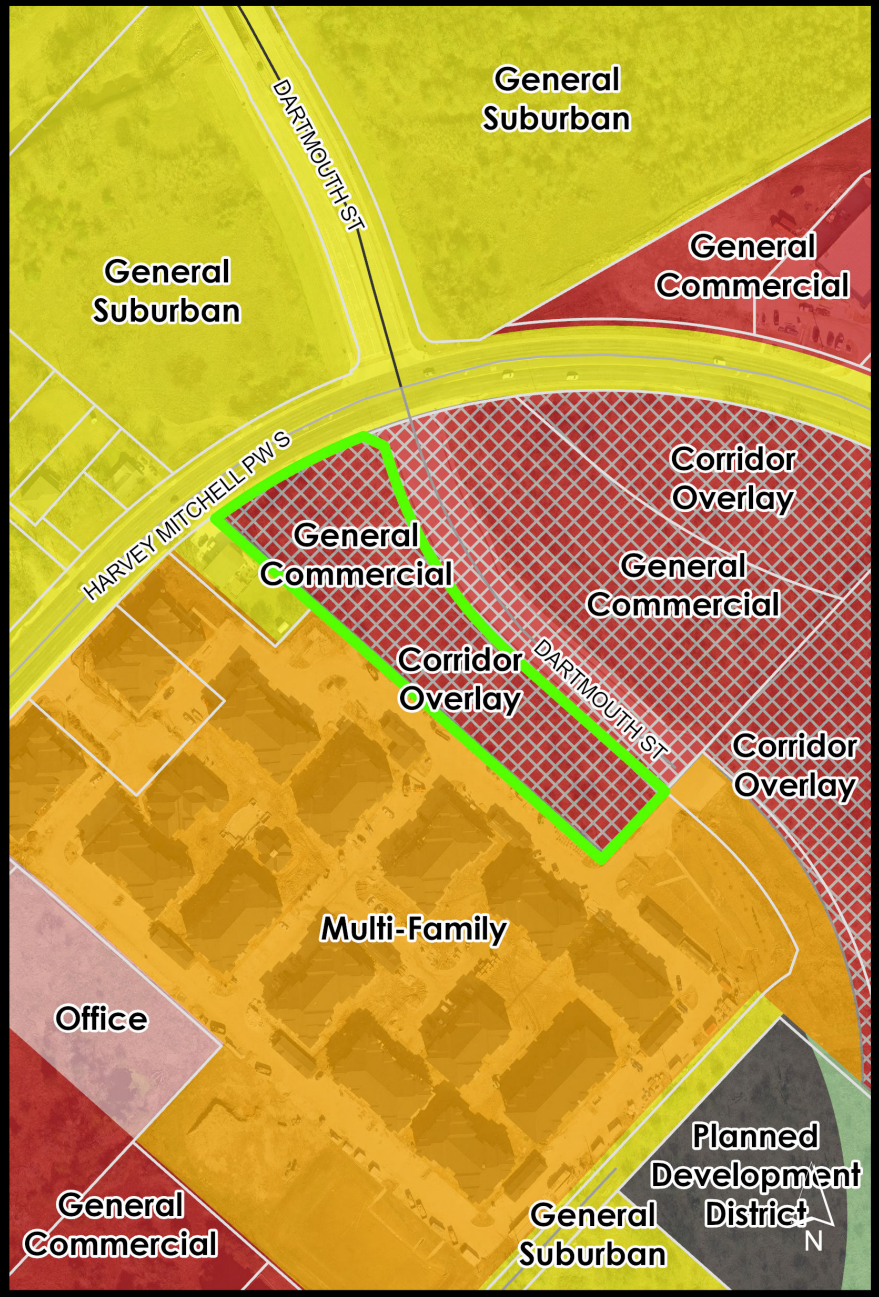
Safety.

The proposed development would prioritize and adhere to all the City of College Station's safety regulations. It will provide easy and non-restricted access for the Fire Department and EMS to each townhouse unit. The location of this property in relation to nearby residential properties will ensure that there are surrounding neighbors as well in case of an emergency.

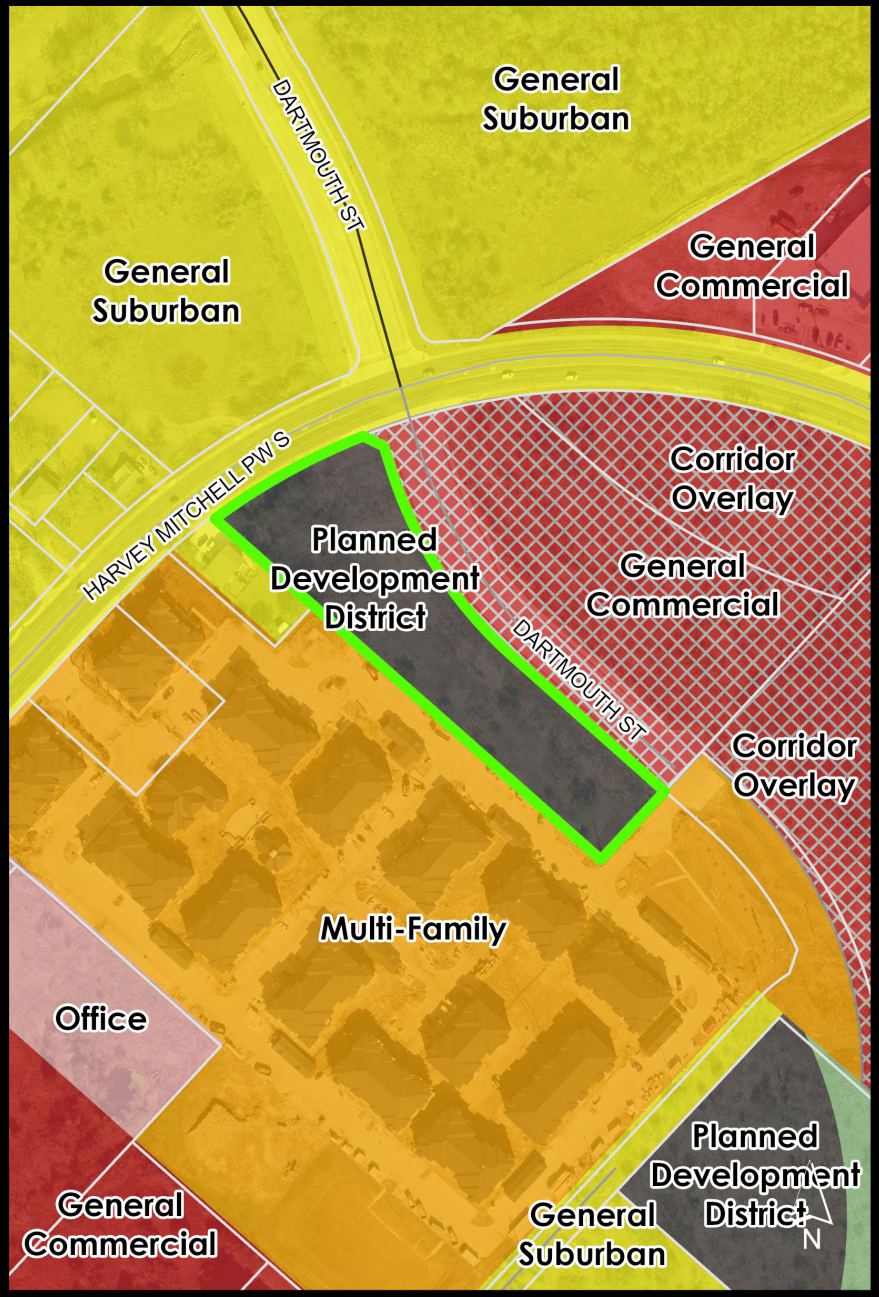
EXISTING
Future Land Use



EXISTING
Zoning



PROPOSED
Zoning



VICINITY MAP (NTS)

0 30' 60'

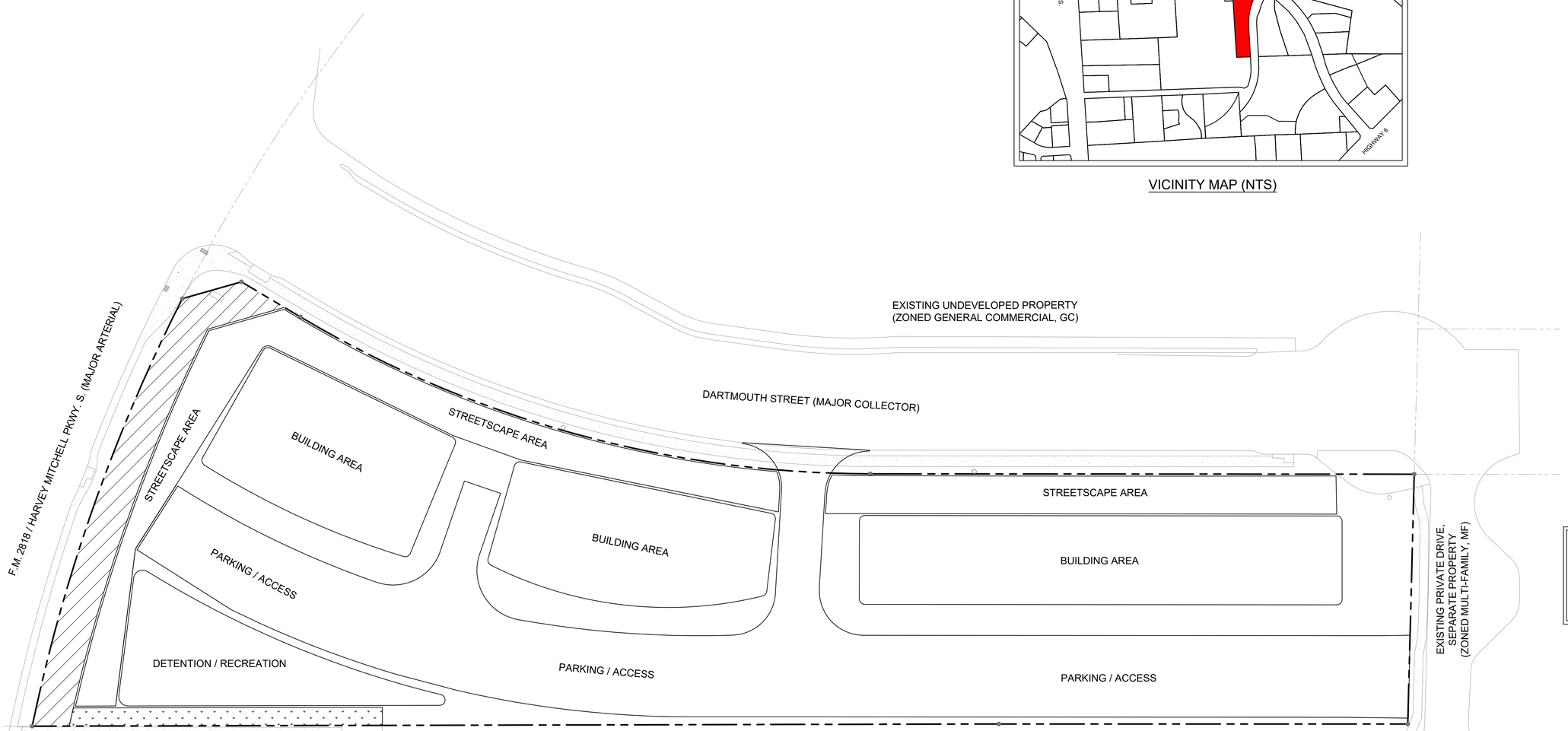
SCALE: 1" = 30'

LEGEND:

- FUTURE 20' R.O.W. DEDICATION FOR F.M. 2818
- PROPOSED 10' PLANTED BUFFER YARD
- PROPERTY LINE

NOTES:

1. LAND USES: SINGLE UNIT DWELLING.
2. EXISTING ZONING: GENERAL COMMERCIAL (GC) & OVERLAY CORRIDOR (OV)
3. PROPOSED ZONING: PLANNED DEVELOPMENT DISTRICT (PDD) WITH A MULTI-FAMILY (MF) BASE



MERITORIOUS MODIFICATIONS

1. MIN. DWELLING UNITS / ACRE TO BE 6. (SECTION 5.2 - RESIDENTIAL ZONING DISTRICT DIMENSIONAL STANDARDS)

COMMUNITY BENEFITS:

1. THE HEIGHT OF THE PROPOSED UNITS WILL NOT EXCEED 40'. (SECTION 5.2 - RESIDENTIAL ZONING DISTRICT DIMENSIONAL STANDARDS)

THIS PROPERTY IS NOT LOCATED IN A FEMA DESIGNATED SPECIAL FLOOD HAZARD AREA (SHFA) ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) 48041C0310F EFFECTIVE APRIL 2, 2014.

PROPERTY OWNER: MILES CONSTRUCTION AND DEVELOPMENT, LP
750 WILLIAMS D. FITCH PARKWAY, SUITE 520
COLLEGE STATION, TX 77845
(979) -777- 4675

LEGAL DESCRIPTION: A004601, M RECTOR (ICL),
TRACT 53.2, 3.1186 ACRES

PROPOSED AMENDMENT ACREAGE: 2.752

REV	DESCRIPTION	DATE
0	PDD CONCEPT PLAN SUBMITTAL	04/04/2025

H2B, INC.
Texas Firm Registration No. 8856
1225 N Loop W, Suite 800
HOUSTON, TX 77008
713.864.2900

CENTRAL PARK TOWNHOMES
DARTMOUTH & FM 2818
COLLEGE STATION, TX 77845

CONCEPT PLAN

TRAVIS E. JAMES , P.E.
TEXAS REGISTRATION NO. 124735
INTERIM SUBMITTAL
NOT FOR CONSTRUCTION PURPOSES

H2B PROJECT No. : 24-059
DESIGNED BY : TEJ
DRAWN BY : SMH/CNC
SCALE: AS SHOWN
SHEET No. OF XXX SHEETS

C1

PLOTTED ON: 04/17/2025 6:32pm FILE: L:\2024\24-059 - Central Park Townhomes\DWG\SHEETS\EXHIBITS\PDD CONCEPT PLAN.dwg

June 12, 2025
Item No. 8.3.
Southern Pointe Sanitary Sewer Easement Abandonment

Sponsor: Lucas Harper

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning a 2.277 acre portion of a generally 30-foot-wide Sanitary Sewer Easement, said easement lying over, across, and upon a called 374.89 acre tract of land located in the Sterrett D. Smith League Survey, as described by metes and bounds recorded in Volume 15028, Page 36 and assigned to the City of College Station in Volume 15313, Page 222 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

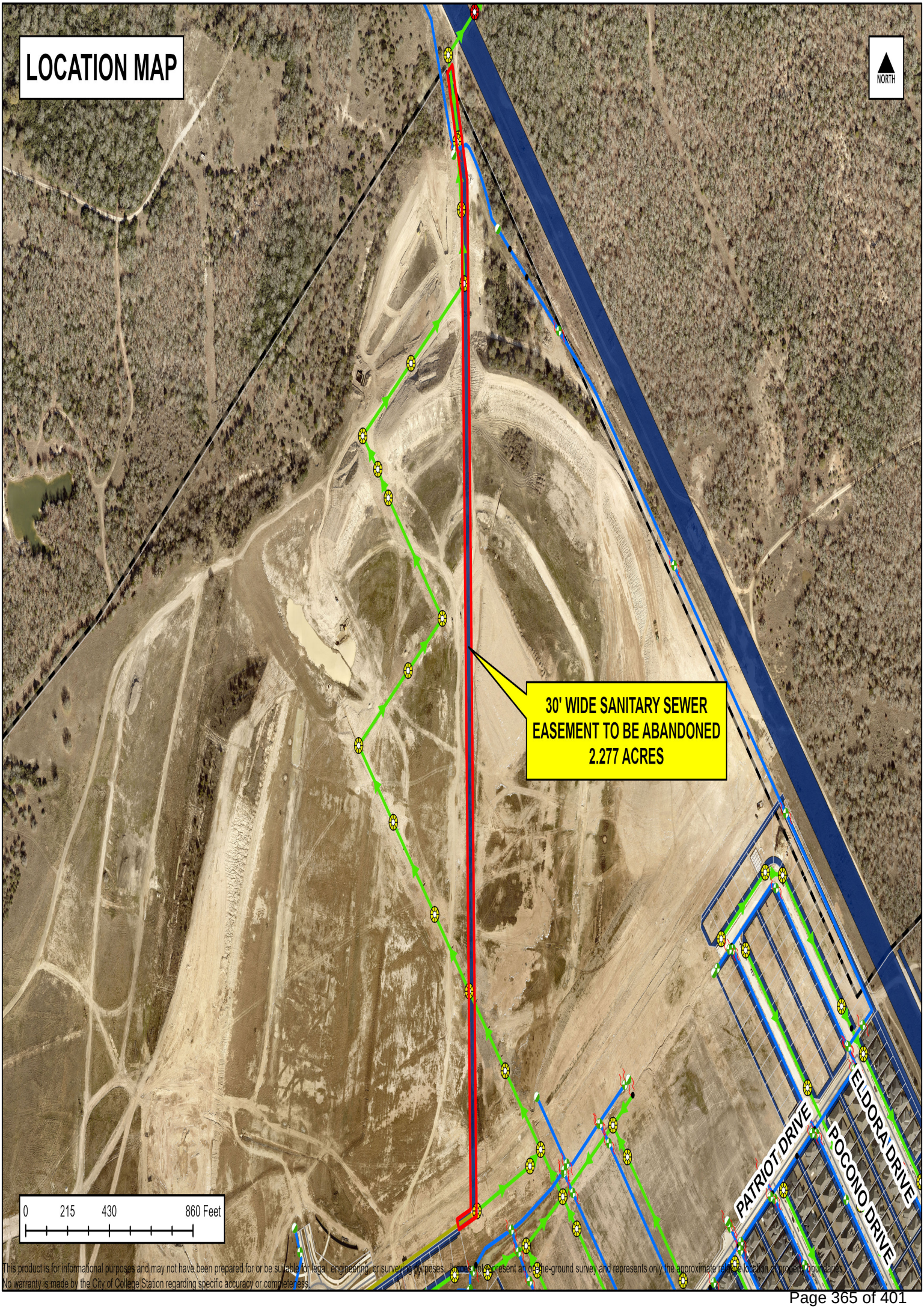
Recommendation(s): Staff recommends approval of the abandonment.

Summary: The sanitary sewer easement abandonment is being requested by the applicant due to a desire to subdivide the property on which the easement is located. The easement was originally dedicated to house a sanitary sewer force main, which has since been replaced by a gravity sanitary sewer main. The gravity sanitary sewer main is aligned for the future subdivision of the property. The original sanitary sewer force main and accompanying appurtenances have been demolished and removed from the subject easement.

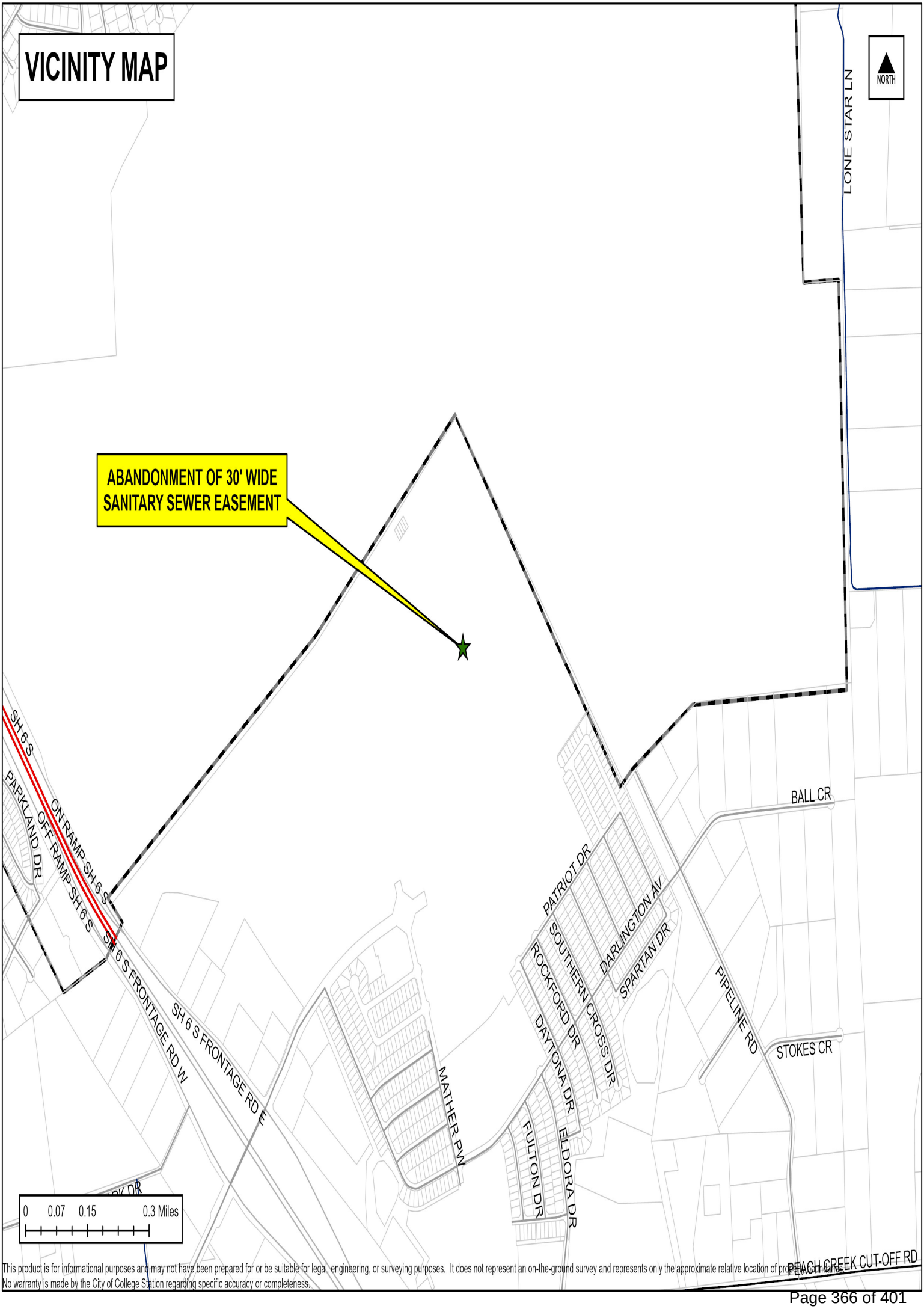
The sanitary sewer easement is located approximately four hundred and fifty (450) feet northeast of the current terminus of Southern Pointe Parkway and extends north to the north corner of the planned Southern Pointe Subdivision

Budget & Financial Summary: N/A

Attachments:
1. Location Map
2. Vicinity Map
3. Application
4. Ordinance


LOCATION MAP
NORTH
30' WIDE SANITARY SEWER EASEMENT TO BE ABANDONED 2.277 ACRES
PATRIOT DRIVE
POCONO DRIVE
ELDORA DRIVE
0 215 430 860 Feet
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
No warranty is made by the City of College Station regarding specific accuracy or completeness.

VICINITY MAP



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No warranty is made by the City of College Station regarding specific accuracy or completeness.

FOR OFFICE USE ONLY	
CASE NO.:	
DATE SUBMITTED:	
TIME:	
STAFF:	

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☒ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☒ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

North of Southern Pointe Pkwy, College Station, TX 77845, Southern Pointe Subdivision Section 600

30' wide sanitary sewer easement in the Sterrett D. Smith League Survey, Abstract 210, in Brazos County, Texas

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name *Schultz Engineering LLC - Ricky Flores* E-mail *ricky@schultzeng.com*

Street Address *911 Southwest Parkway*

City *College Station* State *Tx* Zip Code *77840*

Phone Number *979-764-3900* Fax Number *979-764-3910*

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name *Phillips 3 Land Holdings, LLC* E-mail *wsphillips3@gmail.com*

Street Address: *1140 Midtown Drive*

City *College Station* State *Texas* Zip Code *75845*

Phone Number *(979) 255-4466* Fax Number

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Wallace Phillips III
Signature and title

4-8-15
Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.

2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.

3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.

4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.

5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.

6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name *None* _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:
This easement is not being used by existing properties. The proposed lots have new easements.

8. That there is no current public need or use for the easement or right-of-way because:
The force main and fiber optic line that it covered is has been removed.

9. That there is no anticipated future public need or use for the easement or right-of-way because:
The force main and fiber optic line that it covered is has been removed.

10. That all public utilities have access to serve current and future customers because:
Existing public utilities are proposed to be put in place to serve these adjacent lots and no future utilities will be needed.

11. Such public right-of-way/easement has been and is being used as follows:
The existing easement is vacant.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Wallace Phillips — Signature and title

4-8-25 — Date

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 8th day of April, 2009 by Wallace Phillips III.

NOTARY PUBLIC STATE OF TEXAS
MIYUKI RITCHEY
Notary Public, State of Texas
Comm. Expires July 16, 2028
Notary ID 132573222

Miyuki Ritchey
Notary Public in and for
the State of Texas

FOR OFFICE USE ONLY	
CASE NO.:	
DATE SUBMITTED:	
TIME:	
STAFF:	

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

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30' wide sanitary sewer easement in the Sterrett D. Smith League Survey, Abstract 210, in Brazos County, Texas

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name *Schultz Engineering LLC - Ricky Flores* E-mail *ricky@schultzeng.com*

Street Address *911 Southwest Parkway East*

City *College Station* State *TX* Zip Code *77840*

Phone Number *979-764-3900* Fax Number *979-764-3910*

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name *TPG AG EHC III (LEN) MULTI STATE 5, LLC* E-mail *steve.benson@essentialhousingops.com*

Street Address: *8585 E. Hartford Drive, Suite 118*

City *Scottsdale* State *AZ* Zip Code *85255*

Phone Number *602-418-0443* Fax Number

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

Signature and title Steven S. Benson, Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of TPG AG EHC III (LEN) Multi State 5, LLC

Date 4/9/25

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.

2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.

3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.

4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.

5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.

6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name *None* _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:
This easement is not being used by existing properties. The proposed lots have new easements.

8. That there is no current public need or use for the easement or right-of-way because:
The force main and fiber optic line that it covered is has been removed.

9. That there is no anticipated future public need or use for the easement or right-of-way because:
The force main and fiber optic line that it covered is has been removed.

10. That all public utilities have access to serve current and future customers because:
Existing public utilities are proposed to be put in place to serve these adjacent lots and no future utilities will be needed.

11. Such public right-of-way/easement has been and is being used as follows:
The existing easement is vacant.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Signature and title Steven S. Benson, Manager of Essential Housing Asset Management, LLC, an Arizona limited liability company, the Authorized Agent of TPG AG EHC III (LEN) Multi State 5, LLC

4/9/25
Date

STATE OF ARIZONA §
§ ACKNOWLEDGEMENT
COUTY OF MARICOPA §

Subscribed and sworn to before me, a Notary Public, this 9 day of April, 2025 by Steven S. Benson.

Jaime Marie Adams
Notary Public
Maricopa County, Arizona
My Comm. Expires 07-01-25
Commission No. 607030

Notary Public in and for
the State of Arizona

Location: Southern Pointe Subdivision: 17529 State Highway 6 S; ABAN2025-000001

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

_____

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

EXHIBIT A

FIELD NOTES DESCRIPTION

OF A

30' WIDE SANITARY SEWER EASEMENT

STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210

BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 30' WIDE SANITARY SEWER EASEMENT IN THE STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210, IN BRAZOS COUNTY, TEXAS, OVER, ACROSS AND UPON A PORTION OF A CALLED 374.89 ACRE TRACT OF LAND DESCRIBED IN A DEED TO PHILLIPS 3 LAND HOLDINGS, LLC RECORDED IN VOLUME 17376, PAGE 228 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT) AND BEING THE SAME EASEMENT RECORDED IN VOLUME 15028, PAGE 36 (OPRBCT) AND ASSIGNED TO THE CITY OF COLLEGE STATION IN VOLUME 15313, PAGE 222 (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at 1/2 inch iron rod found marking the north corner of said 374.89 acre tract and an interior south corner of a called 1,282.09 acre tract of land described in a deed to Animate Habitat, Ltd. recorded in Volume 5463, Page 208 (OPRBCT), from which a 5/8 inch iron rod with cap stamped 'JONES & CARTER' found at the north corner of Southern Pointe Subdivision, Section 106, filed in Volume 18712, Page 184 (OPRBCT) bears S 39° 32' 17" E, a distance of 2,656.17 feet;

THENCE, with the northwest line of said 374.89 acre tract, **S 48° 42' 01" W**, for a distance of **7.78 feet** to a point for the north corner and **POINT OF BEGINNING** hereof, from which the City of College Station monument CS94-154 bears S 41° 02' 23" E, a distance of 6,634.85 feet;

THENCE, crossing said 374.89 acre tract, the following seven (7) courses and distances:

1) **S 13° 22' 46" E,** a distance of **332.73 feet** to a point;
2) **S 00° 56' 15" E,** a distance of **2,908.80 feet** to a point;
3) **S 68° 33' 01" W,** a distance of **97.03 feet** to a point for the south corner of hereof, same being the east corner of an existing 30' wide sanitary sewer easement recorded in Volume 15028, Page 24 (OPRBCT);
4) **N 21° 26' 58" W,** a distance of **30.00 feet** to a point for the southwest corner hereof, same being the north corner of said existing easement (15028/24 OPRBCT);
5) **N 68° 33' 01" E,** a distance of **76.22 feet** to a point;
6) **N 00° 56' 15" W,** a distance of **2,884.72 feet** to a point;

7) **N 13° 22' 46" W,** a distance of **313.56 feet** to a point in the northwest line of said 374.89 acre tract, from which a 1/2 inch iron rod found at an angle point in said line bears S 48° 42' 01" W, a distance of 2,331.67 feet;

THENCE, with the northwest line of said 374.89 acre tract, **N 48° 42' 01" E**, for a distance of **33.95 feet** to the **POINT OF BEGINNING** hereof and containing **2.277 acres**, more or less.

Surveyed on the ground January 2024 under my supervision. See plat prepared January 2024 for other information. 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) multiply by a combined scale factor of 0.9999059410912 (calculated using GEOID12B). Reference drawing: 25-0066-Exhibit.

5/14/25

Michael Konetski

Registered Professional Land Surveyor No. 6531

Revised 05-14-2025

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

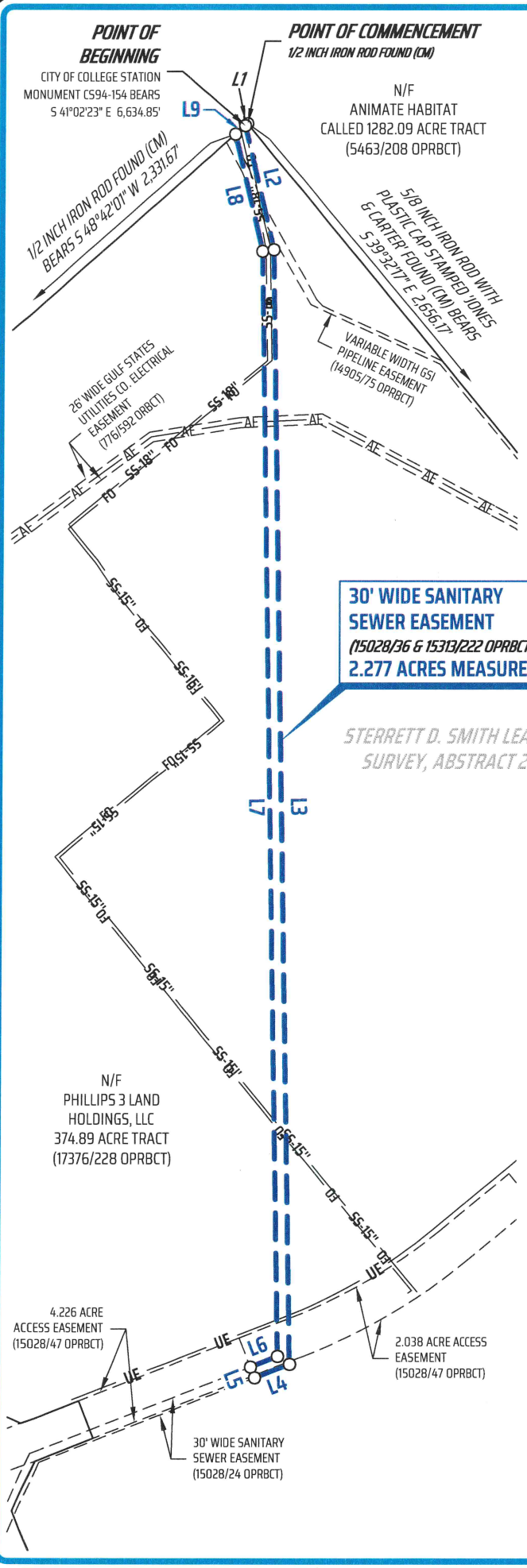
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Location: Southern Pointe Subdivision: 17529 State Highway 6 S; ABAN2025-000001

EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.



LINE	BEARING	DISTANCE
L1	S 48°42'01" W	7.78'
L2	S 13°22'46" E	332.73'
L3	S 00°56'15" E	2,908.80'
L4	S 68°33'01" W	97.03'
L5	N 21°26'58" W	30.00'
L6	N 68°33'01" E	76.22'
L7	N 00°56'15" W	2,884.72'
L8	N 13°22'46" W	313.56'
L9	N 48°42'01" E	33.95'

N

SCALE: 1" = 400'

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON THE 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 UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) MULTIPLY BY A COMBINED SCALE FACTOR OF 0.9999059410912 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

STATE OF TEXAS
REGISTERED
MICHAEL KONETSKI
6531
PROFESSIONAL
LAND SURVEYOR
5-14-25

LEGEND:

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

APPROXIMATE LOCATION OF 18" SANITARY SEWER LINE
——— SS-18" ———

APPROXIMATE LOCATION OF BURIED FIBER-OPTIC CABLE
——— FO ———

APPROXIMATE LOCATION OF BURIED ELECTRICAL LINE
——— UE ———

AERIAL ELECTRIC LINES
—— AE —— AE ——

REVISED 05-14-2025

EXHIBIT
OF
AN EXISTING 30' WIDE SANITARY SEWER EASEMENT RECORDED IN VOLUME 15028, PAGE 36 (OPRBCT) AND ASSIGNED TO THE CITY OF COLLEGE STATION IN VOLUME 15313, PAGE 222 (OPRBCT) STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210 BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 400 FEET
SURVEY DATE: 01-27-2025 | PLAT DATE: 01-28-2025
JOB NUMBER: 25-0066 | CAD NAME: 25-0066-EXHIBIT
POINT FILE: 24-1202
DRAWN BY: WJB CHECKED BY: MK

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: Not Applicable due to easement only dedicated for Sanitary Sewer and
Title: Appurtenances to Brazos County MUD#1 and as reassigned to The City of College Station.

VERIZON TELEPHONE COMPANY

By: Not Applicable due to easement only dedicated for Sanitary Sewer and
Title: Appurtenances to Brazos County MUD#1 and as reassigned to The City of College Station.

SUDDENLINK COMMUNICATIONS

By: Not Applicable due to easement only dedicated for Sanitary Sewer and
Title: Appurtenances to Brazos County MUD#1 and as reassigned to The City of College Station.

BRYAN TEXAS UTILITIES

By: Not Applicable due to easement only dedicated for Sanitary Sewer and
Title: Appurtenances to Brazos County MUD#1 and as reassigned to The City of College Station.

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter
City Engineer
City of College Station

Brian Binford
Building Official
City of College Station

Molly Hitchcock
Zoning Official
City of College Station

Fire Marshal
City of College Station

Timothy Ray Crabb, P.E.
Electric Department
City of College Station

Water Services Department
City of College Station

Emily Fisher
Public Works Director
City of College Station

Location: Southern Pointe Subdivision: 17529 State Highway 6 S; ABAN2025-000001

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: N/A

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 2.277 ACRE PORTION OF A 30-FOOT-WIDE SANITARY SEWER EASEMENT, SAID PORTION LYING OVER, ACROSS, AND UPON A CALLED 374.89 ACRE TRACT LOCATED IN THE STERRETT D. SMITH LEAGUE SURVEY, ACCORDING TO THE INSTRUMENTS RECORDED IN VOLUME 15028, PAGE 36 AND VOLUME 15313, PAGE 222 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a 2.277 acre portion of a 30-foot-wide Sanitary Sewer Easement, said portion lying over, across, and upon a called 374.89 acre tract located in the Sterrett D. Smith League Survey, according to the instruments recorded in Volume 15028, Page 36, and Volume 15313, Page 222 of the Official Public Records of Brazos County, Texas, as described in **Exhibit "A",** attached hereto (such portion hereinafter referred to as the "Easement"); and

WHEREAS, in order for the Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Easement described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Easement will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Easement.

3. There is no anticipated future public need or use for the Easement.

4. Abandonment of the Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Easement as described in **Exhibit "A"** be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

KERR SURVEYING

EXHIBIT A

FIELD NOTES DESCRIPTION
OF A
30' WIDE SANITARY SEWER EASEMENT
STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210
BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 30' WIDE SANITARY SEWER EASEMENT IN THE STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210, IN BRAZOS COUNTY, TEXAS, OVER, ACROSS AND UPON A PORTION OF A CALLED 374.89 ACRE TRACT OF LAND DESCRIBED IN A DEED TO PHILLIPS 3 LAND HOLDINGS, LLC RECORDED IN VOLUME 17376, PAGE 228 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT) AND BEING THE SAME EASEMENT RECORDED IN VOLUME 15028, PAGE 36 (OPRBCT) AND ASSIGNED TO THE CITY OF COLLEGE STATION IN VOLUME 15313, PAGE 222 (OPRBCT); SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at 1/2 inch iron rod found marking the north corner of said 374.89 acre tract and an interior south corner of a called 1,282.09 acre tract of land described in a deed to Animate Habitat, Ltd. recorded in Volume 5463, Page 208 (OPRBCT), from which a 5/8 inch iron rod with cap stamped 'JONES & CARTER' found at the north corner of Southern Pointe Subdivision, Section 106, filed in Volume 18712, Page 184 (OPRBCT) bears S 39° 32' 17" E, a distance of 2,656.17 feet;

THENCE, with the northwest line of said 374.89 acre tract, **S 48° 42' 01" W**, for a distance of **7.78 feet** to a point for the north corner and **POINT OF BEGINNING** hereof, from which the City of College Station monument CS94-154 bears S 41° 02' 23" E, a distance of 6,634.85 feet;

THENCE, crossing said 374.89 acre tract, the following seven (7) courses and distances:

1) **S 13° 22' 46" E,** a distance of **332.73 feet** to a point;
2) **S 00° 56' 15" E,** a distance of **2,908.80 feet** to a point;
3) **S 68° 33' 01" W,** a distance of **97.03 feet** to a point for the south corner of hereof, same being the east corner of an existing 30' wide sanitary sewer easement recorded in Volume 15028, Page 24 (OPRBCT);
4) **N 21° 26' 58" W,** a distance of **30.00 feet** to a point for the southwest corner hereof, same being the north corner of said existing easement (15028/24 OPRBCT);
5) **N 68° 33' 01" E,** a distance of **76.22 feet** to a point;
6) **N 00° 56' 15" W,** a distance of **2,884.72 feet** to a point;

7) **N 13° 22' 46" W,** a distance of **313.56 feet** to a point in the northwest line of said 374.89 acre tract, from which a 1/2 inch iron rod found at an angle point in said line bears S 48° 42' 01" W, a distance of 2,331.67 feet;

THENCE, with the northwest line of said 374.89 acre tract, **N 48° 42' 01" E**, for a distance of **33.95 feet** to the **POINT OF BEGINNING** hereof and containing **2.277 acres**, more or less.

Surveyed on the ground January 2024 under my supervision. See plat prepared January 2024 for other information. 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) multiply by a combined scale factor of 0.9999059410912 (calculated using GEOID12B). Reference drawing: 25-0066-Exhibit.

5/14/25

Michael Konetski

Registered Professional Land Surveyor No. 6531

Revised 05-14-2025

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

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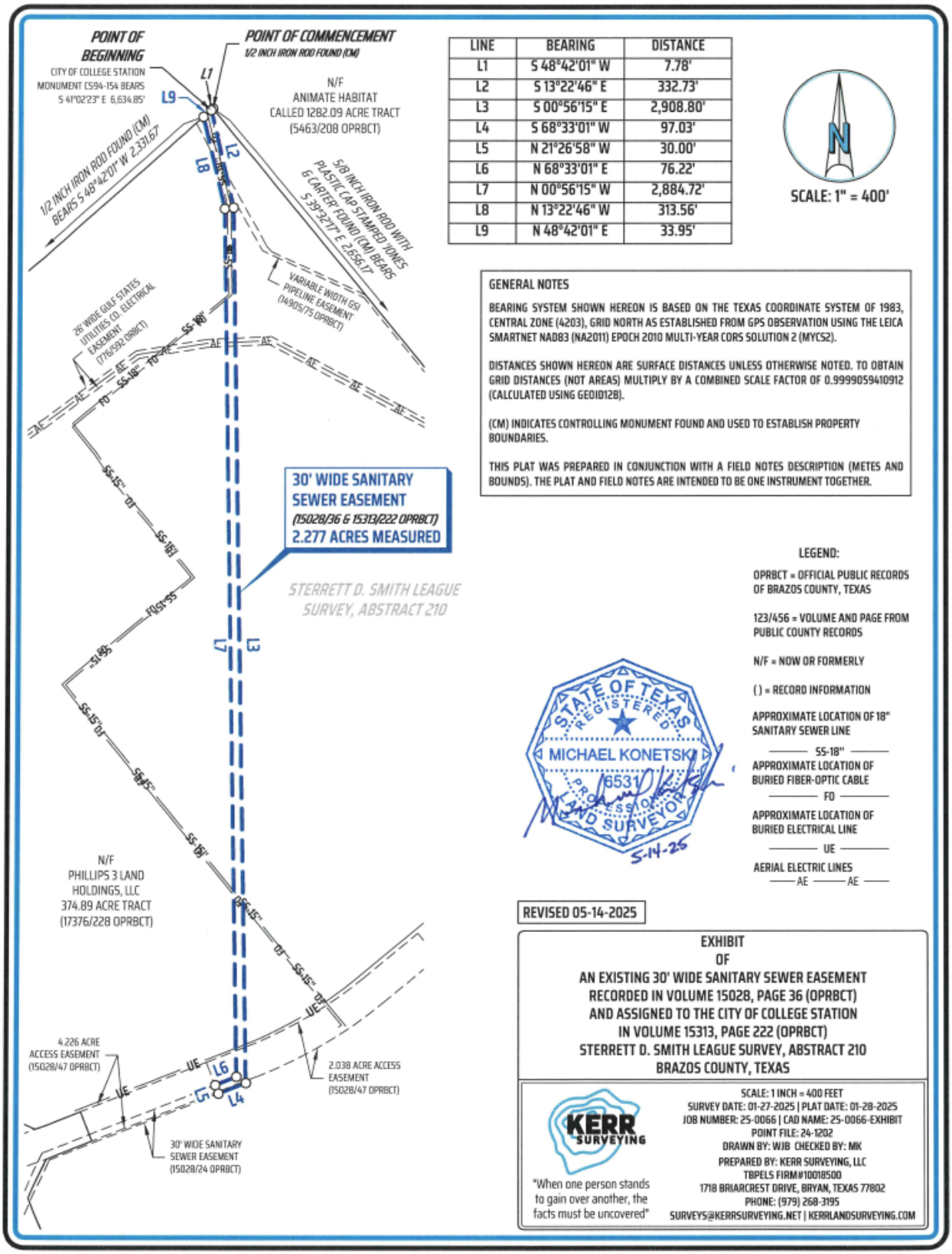
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500



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L1	S 48°42'01" W	7.78'
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L9	N 48°42'01" E	33.95'

GENERAL NOTES

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(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

LEGEND:

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

APPROXIMATE LOCATION OF 18" SANITARY SEWER LINE
——— SS-18" ———

APPROXIMATE LOCATION OF BURIED FIBER-OPTIC CABLE
——— FO ———

APPROXIMATE LOCATION OF BURIED ELECTRICAL LINE
——— UE ———

AERIAL ELECTRIC LINES
—— AE —— AE ——

STATE OF TEXAS REGISTERED MICHAEL KONETSKI 6531 PROFESSIONAL LAND SURVEYOR 5-14-25

REVISED 05-14-2025

EXHIBIT
OF
AN EXISTING 30' WIDE SANITARY SEWER EASEMENT
RECORDED IN VOLUME 15028, PAGE 36 (OPRBCT)
AND ASSIGNED TO THE CITY OF COLLEGE STATION
IN VOLUME 15313, PAGE 222 (OPRBCT)
STERRETT D. SMITH LEAGUE SURVEY, ABSTRACT 210
BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 400 FEET
SURVEY DATE: 01-27-2025 | PLAT DATE: 01-28-2025
JOB NUMBER: 25-0066 | CAD NAME: 25-0066-EXHIBIT
POINT FILE: 24-1202
DRAWN BY: WJB CHECKED BY: MK
PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

June 12, 2025
Item No. 8.4.
Resolution to Establish an Economic Development Master Plan Steering Committee

Sponsor: Brian Piscacek, Assistant Director - Economic Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution establishing a steering committee for the Economic Development Master Plan update.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Staff recommends approval.

Summary: On May 8, 2025, City Council approved a contract with TIP Strategies, Inc., to update the City's Economic Development Master Plan. As a best practice for the planning effort, and to ensure broad community engagement and collaboration, a steering committee is recommended to guide the strategic planning process.

The attached resolution will establish a committee of approximately 10 to 12 members to oversee the development of the plan, encourage community input, and ensure the plan reflects the needs and aspirations of the community.

Proposed members of the steering committee include the City's Economic Development Committee, Chair of the Planning & Zoning Commission, Chair of the Tourism Committee, a representative from Texas A&M University, and representatives from the local business community, including real estate, financial services, workforce, entrepreneurship/innovation, and major industry sectors.

Budget & Financial Summary: N/A

Attachments:
1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, ESTABLISHING A STEERING COMMITTEE TO PROVIDE GUIDANCE AND RECOMMENDATIONS TO THE CITY FOR AN UPDATE TO THE CITY'S ECONOMIC DEVELOPMENT MASTER PLAN.

WHEREAS, the City Council of the City of College Station recognizes the importance of long-term strategic planning to guide future decision-making, promote sustainable growth, and enhance the quality of life for all residents; and

WHEREAS, the City Council adopted an Economic Development Master Plan in 2013, establishing a shared vision, mission, and strategic goals to guide the City's economic development efforts; and

WHEREAS, the Economic Development Master Plan was updated in 2020 to reflect the evolving economic conditions, industry changes, and community needs, maximizing the potential for sustainable growth and development; and

WHEREAS, the City desires to pursue a new update to the Economic Development Master Plan to address current conditions, encourage public engagement, and provide a plan to implement community priorities; and

WHEREAS, the success of the Economic Development Master Plan depends on broad community engagement and collaboration among City officials, staff, residents, and stakeholders; and

WHEREAS, the City Council desires to establish a steering committee consisting of city officials, industry experts, and partners in economic development to oversee and guide the planning process, encourage committee input and ensure the plan reflects the needs and aspirations of the entire community; now, therefore,

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

PART 1: That the City Council of the City of College Station shall create an Economic Development Master Plan Steering Committee (Committee) to oversee the Economic Development Master Plan update.

PART 2: That the Committee shall be composed of ten (10) to twelve (12) local individuals from the following entities:

- City Council Economic Development Committee;
- Chair of the Planning & Zoning Commission;
- Chair of the Tourism Committee;
- Representative from Texas A&M University; and

- Representatives from the local business community, including real estate, financial services, workforce, entrepreneurship/innovation, and major industry sectors.

PART 3: That the City Council gives the Committee the following charge: "Provide guidance and oversight throughout the strategic planning process, facilitate and encourage community engagement, identify key issues, trends, and opportunities, and recommend strategic priorities and goals for the Economic Development Master Plan update."

PART 4: That the City Council delegates authority to the City Manager or his designee to appoint, remove, and fill vacancies for all Committee members.

PART 5: That the Committee will serve as needed and will dissolve after completion of the Economic Development Master Plan update is approved and adopted by the City Council.

PART 6: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 20__.

ATTEST: **APPROVED:**

_____ _____

City Secretary **MAYOR**

APPROVED:

_____

City Attorney

June 12, 2025
Item No. 8.5.
FUJIFILM Diosynth Biotechnologies Amendment

Sponsor: Brian Piscacek, Assistant Director - Economic Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an amendment to an Economic Development Agreement with FUJIFILM Diosynth Biotechnologies, LLC.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): Staff recommends approval.

Summary: On December 9, 2021, City Council approved an Economic Development Agreement with FUJIFILM Diosynth Biotechnologies Texas, LLC (FDBT), providing for a 138,000 square foot expansion of the existing commercial manufacturing facility located at 3939 Fujifilm Way in College Station for additional biomanufacturing capabilities for vaccines and gene therapies. This expansion included an estimated capital investment in personal property and real property of $300 million and would result in an additional 150 FTEs.

Due to changing economic conditions following the COVID pandemic, the company paused expansion efforts here and in other locations around the world. With the core and shell of the new building complete, FDBT now intends on restarting the expansion project in College Station, commencing the construction of the remaining improvements. As a result, the agreement is proposed to be modified in two primary ways:

1) FDBT is adding an additional $30 million in capital expenditures to complete the project, representing a 10% increase in the initial investment and increasing the total to $330 million.

2) The initial completion of construction was estimated to be January 1, 2025. This amendment revises the date to December 31, 2028. The term of the agreement would also extend to December 31, 2040, to account for the incentive payment structure. The first payment would occur the year following the completion of construction, with the total not to exceed $4,881,903 over the period.

The construction and operation of this new facility will continue to serve as a valuable catalyst for economic development.

Budget & Financial Summary: The subject property is located within the Biocorridor area and more specifically within the City of College Station as described in the Interlocal Cooperation and Joint Development Agreement that the City entered into with the City of Bryan in 2011. In the Agreement, the two cities agree to share 50-50 the Operating and Maintenance portion of ad valorem taxes assessed and collected, and the Agreement requires all Economic Development Agreements impacting the Biocorridor area to be approved by both cities.

Attachments:
1. First_Amendment_EDA_COCS_FujiFilm_(COCS_6-4-25)

FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF COLLEGE STATION AND FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC

THIS FIRST AMENDMENT TO THE ECONOMIC DEVELOPMENT AGREEMENT ("Amendment") is entered into on the Effective Date below, is by and between **CITY OF COLLEGE STATION, TEXAS**, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("CITY") and **FUJIFILM DIOSYNTH BIOTECHNOLOGIES TEXAS, LLC**, a Texas limited liability company ("COMPANY").

RECITALS:

WHEREAS, the City is authorized under Texas Local Government Code, Chapter 380 and other applicable Texas laws pertaining to economic development to make grants of public money to promote state and local economic development and to stimulate business and commercial activity in College Station, Texas; and

WHEREAS, the CITY desires to stimulate business and commercial activity in the Research Valley Bio-Corridor located in Brazos County, Texas ("Bio-Corridor"); and,

WHEREAS, COMPANY entered into an Economic Development Agreement with the CITY on or about December 9, 2021 with Contract No. 22300174 ("Development Agreement"); and

WHEREAS, COMPANY and CITY seek to modify the terms of the Development Agreement; and

WHEREAS, COMPANY is developing Property located within the Bio-Corridor as a commercial development site with research and biomanufacturing including capabilities for vaccines and gene therapies; and

WHEREAS, COMPANY desires to expand its presence by constructing an expanded facility on property located within the City of College Station, Texas and more particularly described in Exhibit "A" of the Development Agreement ("Property"); and,

WHEREAS, COMPANY intends to make improvements to the Property including the construction of an approximately 138,000 sq. ft. facility to increase its workforce by adding 150 full time employees ("FTEs"); and,

WHEREAS, COMPANY paused its expansion operations to evaluate the changing economic environment; and

WHEREAS, COMPANY now intends to restart its expansion operations and commence the construction of the Improvements on the Property; and

WHEREAS, COMPANY expects that the new facility is an investment of **THREE HUNDRED THIRTY MILLION DOLLARS ($330,000,000)** by the COMPANY representing an increase of **THIRTY MILLION DOLLARS ($30,000,000)** or ten percent (10%) over the target set forth in the Development Agreement; and

WHEREAS, the Improvements will have a direct and positive economic benefit to CITY; and,

WHEREAS, the CITY finds the construction and operation of the new facility by COMPANY will provide a valuable catalyst for economic development in the CITY by the attraction of new businesses, new jobs, and the increase in ad valorem taxes to the CITY; and

WHEREAS, Texas Local Government Code Chapter 380 provides that Texas municipalities may create programs to promote local economic development; and,

WHEREAS, CITY desires to provide incentives to COMPANY to assist in the economic development of the CITY; and,

WHEREAS, CITY finds that this Agreement embodies an eligible "program" and clearly promotes economic development in the City and, as such, meets the requisites under Texas Local Government Code Chapter 380 and further, is in the best interests of the CITY;

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein and for other good and valuable consideration, the adequacy and receipt of which is acknowledged, including investing an additional **THIRTY MILLION DOLLARS ($30,000,000)** toward the project, the Parties agree to amend the Development Agreement as follows:

1. **Definitions.** The terms "Improvements" and "Property" as defined in Article II, "Definitions", are amended as follows:

> ""Improvements" shall mean the approximately 138,000 square foot expansion to the existing commercial manufacturing facility to be constructed on the Property and other ancillary facilities such as reasonably required parking and landscaping along with new personal property for a combined total personal property and real property investment of approximately THREE HUNDRED THIRTY MILLION ($330,000,000) at time of completion by December 31, 2028, subject to extension for Force Majeure."
>
> ""Property" means the real property comprised of approximately 12.45 acres more or less and as described in Exhibit "A", not including any improvements constructed on such real property before May 24, 2022."

2. **Completion of Construction and Occupancy.** Section 3.2.b., "Completion of Construction and Occupancy", is amended as follows:

> "b. Completion of Construction and Occupancy. There shall be Completion of Construction of the Improvements, including issuance of all necessary occupancy permits from CITY, and COMPANY shall be fully operational by no later than **December 31, 2028**, subject to extension for Force Majeure."

3. **Incentive Payments.** The first paragraph of Section 4.1.a. is amended as follows below (for the avoidance of doubt, the Incentive Payment chart in 4.1.a. is not amended and remains as originally stated in the Development Agreement):

> "a. Subject to the terms and conditions of this Agreement, provided that the Improvements total approximately $330 million at time of the date of Completion of Construction, CITY hereby grants an annual Incentive Payment to COMPANY in an amount equal to a percentage of ad valorem taxes assessed, paid and not contested by the COMPANY relating only to the Improvements on the Property as follows:"

4. **Term.** Section 6.1, "Term", is amended as follows:

> "6.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue until the end of the 12th full calendar year following Completion of Construction (currently estimated to be December 31, 2040) unless terminated sooner pursuant to the terms of this Agreement."

5. Except as expressly modified and amended by this Amendment, the terms and provisions of the Development Agreement shall remain in full force and effect.

6. This Amendment may be executed in counterparts, which together shall constitute one agreement binding on all the parties hereto, notwithstanding that all such parties are not signatories to the original or the same counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the last date executed below ("Effective Date").

CITY:

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

By: _____
City Manager
Date: _____

COMPANY:

FUJIFILM DIOSYNTH BIOTECHNOLOGIES, LLC, a Texas limited liability company

By: DocuSigned by: Keita Hirabayashi 34C9397C50904AB...
Name: Keita Hirabayashi
Title: Site Head
Date: June 6, 2025

APPROVED:

_____
Assistant City Manager/CFO
Date: _____

_____
City Attorney
Date: _____

June 12, 2025
Item No. 8.6.
Levitt Amp Grant Application

Sponsor: Jeremiah Cook, Assistant Director - Tourism

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action regarding an agreement with the Arts Council of the Brazos Valley doing business as the Arts Center of the Brazos Valley for the Levitt AMP grant application.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): Staff recommends approval.

Summary: In 2025, staff began working with the Arts Center of the Brazos Valley to apply for the Levitt Amp Grant. A non-profit organization must apply for the grant. The grant would provide up to $40,000 in matching funds for a yearly concert series for three years (2026, 2027, 2028). The 8-10 concerts would occur at Northgate in College Station from late spring to early fall. This memorandum of understanding establishes the partnership between the City of College Station and the Arts Center of the Brazos Valley for the application of the grant. If the grant is not awarded, this MOU would be voided.

Budget & Financial Summary: This agreement is dependent on a Service Level Adjustment being presented in the City Manager's budget for Fiscal Year 26. The three-year grant program will be presented in three one-time SLAs of $40,000 each year, funded by General Funds. Funds will be budgeted on an amendment if the grant is awarded.

Attachments:
1. Memorandum of Agreement

MEMORANDUM OF AGREEMENT

The Arts Council of the Brazos Valley dba Arts Center of Brazos Valley, a Texas nonprofit corporation ("ACBV") and The City of College Station ("City") enter into this Memorandum of Agreement ("MOU") to share responsibilities and duties for the Levitt AMP College Station Grant ("Grant"). This MOU identifies each ACBV and City as a "Party" and collectively as "Parties", and the MOU shall be effective upon the date it is approved by both Parties' signatures below.

RECITALS

WHEREAS, the Levitt Foundation offers the Grant which is a matching grant opportunity that supports nonprofits working to activate underused public spaces through live music; and,

WHEREAS, the Grant supports the creation of a free outdoor concert series that promotes community engagement, inclusivity, and revitalization through arts and culture; and

WHEREAS, ACBV intends to apply for this Grant in partnership with the City to enhance the cultural landscape and public gathering spaces for a specific location in College Station; and

WHEREAS, the outdoor concert series created by the Grant is of general interest and relevance to City residents and the general public; and

WHEREAS, the City and ACBV share a mutual purpose of attracting more visitors to the City and providing a unique form of recreation and entertainment to area residents; and

WHEREAS, City desires cooperation and participation of ACBV in order to provide a quality experience for this outdoor concert series; and

WHEREAS, it is deemed in the best interest of Parties that the Parties enter into a mutually satisfactory agreement to share responsibilities and duties in connection with the application and implementation of the Grant; and

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Parties hereby agree as follows:

Section 1. Purpose.

The purpose of this MOU is to define the roles and responsibilities of ACBV and the City in connection with the application and implementation of the Grant, administered by the Levitt Foundation. This partnership is established to support the creation of a free outdoor concert series that promotes community engagement, inclusivity, and revitalization through arts and culture in College Station, Texas.

Section 2. Responsibilities of ACBV. ACBV agrees to:

a. Serve as the lead applicant and grant administrator for the Grant.

b. Develop, complete, and submit the Grant application in accordance with the Levitt Foundation's guidelines and deadlines.
c. Oversee project implementation, including concert planning, artist engagement, public outreach, and production, with the assistance of the city.
d. Comply with all reporting and evaluation requirements as outlined by the Levitt Foundation.
e. Coordinate with the City for event logistics, site usage, promotion, and safety.
f. Acknowledge the City's contributions in all relevant promotional and grant-related materials.
g. Manage all financial accounting and documentation related to the Grant.

Section 3. Responsibilities of College Station. The City agrees to:

a. Aid in the development of the grant application in accordance with the Levitt Foundation's guidelines and deadlines.
b. Provide a formal letter of partnership/support for ACBV's application to the Grant.
c. Commit to providing matching funds and/or in-kind support required by the Grant guidelines, valued at a minimum of $28,000 - $40,000 per year for three years for a total of $84,000 - $120,000. Final amounts and breakdowns will be agreed upon in coordination with project needs and the number of concerts produced.
d. Actively participate in the planning, coordination, and oversight of project implementation. This includes joint efforts with ACBV in areas such as concert planning, artist engagement, public outreach, community partnerships, and event production.
e. Assist in identifying and securing the venue for the concert series.
f. Support promotional activities by leveraging city communication channels (e.g., social media, newsletter, website).
g. Offer and subsidize city services when feasible for public safety, permitting, sanitation, staging, and other event production needs, subject to availability, internal regulations, and mutual agreement with ACBV.
h. Participate in regular planning meetings to ensure coordination and alignment on project goals.
i. Ensure in good faith any City staff involved are available and responsive during the planning and event periods.

Section 4. Joint Responsibilities. Both parties agree to:

a. Work collaboratively to ensure successful application, funding, and implementation of the project.
b. Share information and updates in a timely and transparent manner.
c. Promote inclusive community participation and engagement throughout the project.
d. Maintain all records and documents related to their responsibilities under this MOU.

Section 5. Term. This MOU shall commence upon the Effective Date of this MOU (as hereinafter defined) and shall terminate upon the earlier of: (a) completion of the Grant award notification if the application is not awarded by the Levitt Foundation to the ACBV, or (b) if awarded, this MOU

will terminate upon a separate binding agreement having been entered into by the Parties setting forth funding obligations and responsibilities of the Parties.

Section 6. Termination. This MOU may be terminated by either party at any time without cause prior to the expiration of the MOU provided written notice is given to the other party thirty (30) days in advance.

Section 7. Effective Date. This MOU goes into effect when the MOU is signed by the last signing party, as indicated by the date under that party's signature ("Effective Date"),

Section 8. Governing Law. This MOU shall be governed by the laws of the State of Texas and venue shall be Brazos County, Texas.

Section 9. Amendment of MOU. No modification, rescission, waiver, release or amendment of any provision of this MOU shall be made except by a written agreement executed by each of the Parties.

Section 10. Entire Agreement. This MOU constitutes the entire understanding and agreement of the Parties concerning this subject. This MOU integrates all of the terms and conditions mentioned herein or incidental thereto, and supersedes all prior negotiations, discussions and previous agreements between the Parties concerning all or any part of the subject matter of this MOU.

Section 11. Independent Contractor. For the purposes of this MOU and all services to be provided hereunder, the Parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other Party. Neither Party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other Party, except as may be explicitly provided for herein or authorized in writing.

Section 12. Indemnification and Release.

Indemnification. The ACBV shall indemnify, hold harmless, and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the ACBV and funded under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the ACBV, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

Release. The ACBV assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof,

for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the ACBV's work to be performed and funded hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the ACBV, or any third party. There shall be no additional release other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

Section 13. Insurance. Each Party shall maintain sufficient insurance for the Term of this MOU.

Section 14 Non-Binding. This MOU is intended to constitute an expression and mutual understanding of the Parties' willingness to work collaboratively in support of the Grant application. The Parties agree this MOU creates no legally binding or enforceable rights or obligations.

The MOU Effective Date is the date of the signature last affixed below.

THE ARTS CENTER OF BRAZOS VALLEY

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF COLLEGE STATION

By:_____
City Manager
Date:_____

APPROVED:

_____
City Attorney
Date:_____

_____
Assistant City Manager/CFO
Date:_____

June 12, 2025
Item No. 9.1.
Items of Community Interest and Council Calendar

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of June 14th thru June 26th:
June 14 - 2025 Starlight Music Series
June 16 - Intergovernmental Committee Meeting
June 17 - Council Transportation Committee Meeting
June 18 - Juneteenth Freedom March and Breakfast
June 18 - BVSWMA Board Meeting
June 18 - Exploring History Luncheon
June 18 - 17th Annual Community Softball Classic - First Pitch Mayor Nichols
June 18 - Juneteenth Party at the Pavilion
June 19 - City Offices Closed - Juneteenth
June 20 - CSPD Recruit Oath of Office (Badge Pinning) Ceremony
June 21 - Make Music Day
June 24 - Council Budget and Finance Committee Meeting
June 24 - Neighborhood Seminar Supper
June 25 - Bryan Rotary Club Business Performance Awards Luncheon
June 25 - Tourism Committee
June 26 - Business over Breakfast
June 26 - P&Z Training
June 26 - Council Meeting Day

Budget & Financial Summary: None.

Attachments:

None

June 12, 2025
Item No. 10.1.
Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:
None