



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#

September 25, 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. Legal advice regarding the process to acquire property needed for the Greens Prairie Road Widening project and the Victoria Drive Roundabout project.
- d. Legal advice related to a development agreement regarding 1,667 acres southwest of I&GN Road in the City's Extraterritorial Jurisdiction.

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 28 acres of land generally located at Midtown Drive and Corporate Pkwy in the Midtown Business Park.
- b. Approximately 8 acres of land located at 1508 Harvey Road.

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. Council Self-Evaluation

3. The Open Meeting will Reconvene No Earlier than 6:00 PM from Executive Session and City Council will take action, if any.**4. Pledge of Allegiance, Invocation, and Consider Absence Request.**Speaker Protocol

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

5. Presentation - Proclamations, Awards, and Recognitions.**5.1. Presentation proclaiming the month of October 2025 as Community Planning Month.**

Sponsors: Anthony Armstrong

Attachments: 1. 25 Community Planning Month

5.2. Presentation of a proclamation recognizing September 25, 2025 as "Southwest Bowling Proprietors Trade Show Day."

Sponsors: Jeremiah Cook

Attachments: 1. 25 Southwest Bowling Proprietors Trade Show Day

6. Hear Visitors.

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

7. Consent Agenda.

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

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

- September 11, 2025 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM091125 DRAFT Minutes

- 7.2. Presentation, discussion, and possible action on a hardware and software agreement with Flock Group, Inc. not to exceed \$240,509 for cameras on Texas Department of Transportation roads; and presentation, discussion, and possible action on a hardware and software agreement with Flock Group, Inc. not to exceed \$154,589.10 for cameras on Non-Texas Department of Transportation roads.

Sponsors: Billy Couch

Attachments: 1. Flock Safety Agreement_TxDot Roads
2. Flock Safety Agreement_Non-TxDot Roads

- 7.3. Presentation, discussion, and possible action on approving a contract for the grant of federal HOME Community Housing Development Organization (CHDO) Set-Aside funds with Elder-Aid, Inc. in the amount of \$400,000 for acquisition and rehabilitation of two (2) existing dwelling units located at 1205-1207 Georgia Street to be used as affordable rental housing for income-eligible elderly households.

Sponsors: David Brower

Attachments: 1. 26300008 Elder Aid 1205-07 Georgia HOME Funding Agreement

- 7.4. Presentation, discussion, and possible action on a resolution selecting a depository bank, regarding a Bank Depository Contract, and authorizing the Mayor to enter the contract on behalf of the City.

Sponsors: Michael DeHaven

Attachments: 1. Depository Resolution

- 7.5. Presentation, discussion, and possible action approving a contract for security services with TNT Security Solutions, LLC. at designated city facilities and events for an amount not to exceed \$160,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. Final Ranking 25-076
2. 25300479 TNT Security Solutions LLC 9.25.25

- 7.6. Presentation, discussion, and possible action regarding a resolution authorizing the chief of police to execute the application and any documents necessary to receive grant funding from the Office of the Attorney General of the State of Texas for the Victim Coordinator and Liaison Grant.

Sponsors: Billy Couch

Attachments: 1. OAG Victim Coordinator and Liaison Grant Resolution 9.25.25

8. Workshop Agenda.

- 8.1. Presentation, discussion, and possible action regarding the dedication of a historical marker granted by the Texas State Historical Commission.

Sponsors: Ross Brady

Attachments: None

- 8.2. Presentation, discussion, and possible action regarding an update from representatives of the Texas A&M University (TAMU) Student Government Association (SGA).

Sponsors: Bryan Woods

Attachments: None

- 8.3. Presentation, discussion, and possible action regarding Pebble Creek Parkway as designated on the College Station Thoroughfare Plan.

Sponsors: Jason Schubert

Attachments: None

- 8.4. Presentation, discussion, and possible action on an update on the Economic Development Master Plan.

Sponsors: Michael Ostrowski

Attachments: 1. 2025-09-25 Council Update Presentation

9. Regular Agenda.

- 9.1. Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning a 0.088 acre portion of a generally 10-foot-wide Electrical Easement, said easement crossing Lot 1, Block 1, of the College Station High School Subdivision, generally located at 4002 Victoria Ave, according to the plat recorded in Volume 11225, Page 268 of the Official Public Records of Brazos County, Texas.

Sponsors: Lindsey Pressler

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

- 9.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2022-4391 in its entirety and 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 GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 9.86 acres being 26 lots and a common area within North Forest Estates, Block 1 and 2, generally located along Justin Avenue.

Sponsors: Heather Wade

Attachments: 1. Ordinance_NorthForest ROO

- 9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2023-4438 in its entirety and 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 GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 27.1 acres being 39 lots within Southwood Phase 21, Block 3-6, generally located along Bee Creek Drive and Southwood Drive.

Sponsors: Heather Wade

Attachments: 1. Ordinance UDO ROO SW Ph.21(1)

- 9.4. Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2023-4466 in its entirety and 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 GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 48.31 acres, being 103 lots within Southwood Subdivisions Sections 1, 2, 2A, 6, 7, 9, and 10 and Camelot Addition Section 2 Subdivision, generally located between Southwest Parkway and Guadalupe Drive.

Sponsors: Heather Wade

Attachments: 1. Ordinance SW and Camelot ROO

- 9.5. Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2024-4513 in its entirety and 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 GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 21.15 acres being 49 lots and a common area within Cat Hollow Phase 1 Subdivision and Glenhaven Estates Phase 8 Subdivision, generally located between Brazoswood Drive and Dominik Drive.

Sponsors: Heather Wade

Attachments: 1. Ordinance CatHollow ROO(1)

- 9.6. Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2024-4536 in its entirety and 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 GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 117 acres being 147 lots within Sweet Briar, College Hills Woodlands, and Woodland Acres, generally located between Lincoln Drive and Dominik Drive along Ashburn Avenue.

Sponsors: Heather Wade

Attachments: 1. Ordinance_College Hills

- 9.7. Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2024-4541 in its entirety and 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 GS General Suburban or PDD Planned Development District and ROO Restricted Occupancy Overlay to GS General Suburban or PDD Planned Development District for approximately 32.26 acres being 130 lots and common area within Woodcreek Section One Subdivision, excluding Woodcreek Drive from State Highway 6 S to Lake Forest Court S.

Sponsors: Heather Wade

Attachments: 1. Ordinance ROO Woodcreek

- 9.8. Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2025-4577 in its entirety and 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 GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 11.52 acres being 33 lots within Glenhaven Estates Phase 2 Subdivision, save and except Glenhaven Drive, Fernhaven Circle, Francis Circle, and Springhaven Circle, generally located between Brazoswood Drive and Summerghlen Drive.

Sponsors: Heather Wade

Attachments: 1. UDO ROO Glenhaven

- 9.9. 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 repealing Ordinance No. 2023-4477 in its entirety, and changing the zoning district boundaries as follows:

From MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing And R-4 Multi-Family on the following property:

- a. Approximately 2.85 acres being the Cooner Addition, Block 1, Lots 10-19 generally located along Cooner Street; and

From MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing on the following properties:

- b. Approximately 4.6 acres being the Cooner Addition, Block 1, Lots 20-30, Block 5, Lots 1-8, generally located along Cooner Street;
- c. Approximately 5.4 acres being College Vista, Block E, Lots 1-14, Block F, Lots 1-10, Block G, Lots 1-5, Block H Lots 1-3, 4R-5R, and 6-7, generally located along Live Oak Street and Ash Street;
- d. Approximately 5.11 acres being University Oaks Phase 2, Block 5, Lots 1-13, 14R1-14R2, 15A1-15A2, 16A1-16A2, 21-23, 24A1-24A2, and 25R, generally located along Dominik Drive;
- e. Approximately 4.66 acres being Little Knight Addition, Lots 1-18, generally located along Aurora Court;
- f. Approximately 23.62 acres being all of that certain tract or parcel of land lying and being situated in the Joseph E. Scott League, Abstract No. 50, and Crawford Burnett League, Abstract No. 7, in College Station, Brazos County, Texas, including all of the W.M. Sparks Subdivision as described by plat recorded in Volume 139, page 261, and portions of West Park Addition and West Park 2nd Addition as described by plats recorded in Volume 102, page 198 and Volume 128, page 574, respectively, of the deed records of Brazos County, Texas, as well as subsequent replats of portions of these subdivisions in an area generally bounded by Luther Street, Montclair Avenue, Grove Street, and Maryem Street.

Sponsors: Heather Wade

Attachments: 1. HOO Ordinance_4477

- 9.10. Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2024-4542 in its entirety and 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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing, provided associated conditions are met, for approximately 3.66 acres being all of that certain tract or parcel of land lying and being situated in the Richard Carter league, abstract no. 8, in College Station, Brazos County, Texas, including portions of Lot 5 and Lot 6 of the D.A. Smith Subdivision as described by plat recorded in volume 49, page 106 of the Deed Records of Brazos County, Texas, and subsequent replats of portions of these two lots, within an area generally bounded by Lincoln Avenue, Nimitz Street, and Eisenhower Street.

Sponsors: Heather Wade

Attachments: 1. Ordinance_Conditional

- 9.11. 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 repealing in their entirety the Ordinances listed below, and changing the zoning district boundaries from MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing for the following properties:

1. Ordinance 2023-4479

- a. Approximately 2.02 acres being Lincoln Place Phase 2, Block C, Lots 1-16 and 17R, generally located along Lincoln Avenue;
- b. Approximately 4.12 acres being Timber Ridge Addition Phase 1, Block 2, Lots 13-24, Block 3, Lots 12-22, generally located along University Oaks Blvd;

- c. Approximately 6.71 acres being Parkway Plaza Phase 5, Block 1, Lots 1-15, Block 2, Lots 1-12, generally located on Pine Ridge Dr.;
- d. Approximately 19.34 acres being Autumn Chase, Block 1, Lots 1-7, Brentwood Section Two, Block 4, Lots 1-30, Block 5, Lots 1-23, Block 6, Lots 1-4, and Brentwood Section Three Subdivision, generally located along Cornell Dr., Brentwood Dr., and Southwest Pkwy;
- e. Approximately 5.8 acres being Ashford Square Subdivision Replat, volume 3202, page 61, generally located along Ashford Dr.;
- f. Approximately 8.15 acres being Pecan Tree Estates Phase One Subdivision and Pecan Tree Estates Phase Two Subdivision, save and except 0.687 acres labeled "park," generally located along Oney Hervey Drive;
- g. Approximately 28.4 acres being University Heights Phase 1 Subdivision, save and except Common Area 4, and University Heights Phase 2 and 3 Subdivision, generally bounded by Paloma Ridge Drive, Feather Run, Davidson Drive, and Holleman Drive South;
- h. Approximately 8.8 acres being Las Palomas Subdivision, generally bounded by Abbate Road, Feather Run, Kenyon Drive, and Holleman Drive South;
- i. Approximately 12.85 acres being The Barracks II Phase 111 Subdivision, and The Barracks II Phase 112, Block 38, Lots 1-24, Block 39, Lots 1-10, Common Area 13 and Parkland 12, generally bounded by Towers Parkway, Goldilocks Lane, and Cain Road;
- j. Approximately 18.83 acres being Pershing Pointe Villas Phase 1 Subdivision, Volume 14370, Page 149, and Pershing Pointe Villas Phase 2A Subdivision, generally bounded by Deacon Drive W, Towers Parkway, Oak Crest, and Holleman Drive S; and
- k. Approximately 55.49 acres being The Barracks Phase 1 Subdivision, The Barracks Phase 2 Subdivision, Williamsgate Phase 1 Subdivision, Buena Vida Subdivision, 12 at Rock Prairie Phase 1 Subdivision, 12 at Rock Prairie Phase 2 Subdivision, and 12 at Rock Prairie Phase 3 Subdivision, generally bounded by Rock Prairie Road W, Towers Parkway, Deacon Drive W, and General Parkway;

2. Ordinance 2023-4481

- l. Approximately 0.232 of an acre being all of a called 0.13 acre tract recorded in Volume 13901, Page 36 OPRBCT and all of a tract of land called to be Lot 27 of Pasler Addition recorded in Volume 18475, Page 202 OPRBCT Richard Carter League Survey, Abstract, generally located along Turner Street;

3. Ordinance 2024-4499

- m. Approximately 1.05 acres of the of the D.A. Smith Subdivision recorded in Volume 19506, Page 169, and generally located along Avenue A;

4. Ordinance 2024-4528

- n. Approximately 2.01 acres being The Barracks II Phase 400 Block 36, Lots 27R & 28-40, generally located at the south corner of Tang Cake Drive and Old Wellborn Road;

5. Ordinance 2024-4543

- o. Approximately 28.14 acres all of that certain tract or parcel of land lying and being situated in the Morgan Rector league, abstract no. 46, in College Station, Brazos County, Texas, including portions of the Richards Subdivision as described by plat recorded in volume 137, page 25 of the Deed Records of Brazos County, Texas, and subsequent replats of portions of it, and generally being the majority of the properties which front on Richards Street, Crest Street and Sterling Street;

6. Ordinance 2024-4549

- p. Approximately 1.10 acres being all of that certain tract or parcel of land lying and being situated in the Richard Carter league, abstract no. 8, in College Station, Brazos County, Texas, being a portion of Lot 12 of the D.A. Smith Subdivision as described by plat recorded in volume 49, page 106 of the Deed Records of Brazos County, Texas, and the northeast half (approximate) of the adjoining right-of-way of Turner Street, generally for the properties located along Gilbert Street and Turner Street;

7. Ordinance 2025-4583

- q. Approximately 1.152 acres at 101, 103, 105, 107, 109, and 110-119 Knox Drive, being Lots 18-27, Block 29 and Lots 12-16, Block 31 of The Barracks II Subdivision Phase 401, generally located southwest of the intersection of Knox Drive and Old Wellborn Road;

8. Ordinance 2025-4584

- r. Approximately 0.412 acres at 418, 420, 422, 424, and 426 Baby Bear Drive, being Lots 1-5, Block 32 of The Barracks II Subdivision Phase 109, generally located northeast of the intersection of Baby Bear Drive and Towers Parkway;

9. Ordinance 2025-4585

- s. Approximately 0.406 acres at 133, 135, 137, 139, and 141 Deacon Drive West, being Lots 1-5, Block 21 of The Barracks II Subdivision Phase 107, generally located northeast of the intersection of Deacon Drive West and General Parkway.

Sponsors: Heather Wade

Attachments: 1. HOO Rezoning Ordinance

- 9.12. Public Hearing, presentation, discussion, and possible action regarding a presentation of the Comprehensive Plan 5-Year Evaluation & Appraisal Report and associated appendices.

Sponsors: Christine Leal

Attachments: 1. Comprehensive Plan 5-Yr Evaluation and Appraisal Report 2025
2. Appendix A - 2024 Existing Conditions Report
3. Appendix B Implementation Progress Report
4. Appendix C - Engagement Report

- 9.13. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 2, "Development Review Bodies," Section 2.2, "Planning and Zoning Commission," of the Code of Ordinances by removing the Planning and Zoning Commission's designation as the Impact Fee Advisory Committee pursuant to SB 1883 and presentation, discussion, and possible action regarding an ordinance amending Chapter 107, "Impact Fees," Article I "Reserved", of the Code of Ordinances establishing an Impact Fee Advisory Committee pursuant to SB 1883.

Sponsors: Carol Cotter

Attachments: 1. UDO IFAC P and Z Removal Redlines
2. UDO IFAC P and Z Removal Ordinance
3. IFAC Creation Ordinance Amendment CH 107

10. Items of Community Interest and Council Calendar.

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

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

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

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

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

13. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on August 18, 2025 at 5:00 p.m.


City Secretary

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

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

"Pursuant to Section 30.07, Penal Code (Trespass by License Holder with an Openly Carried Handgun) A Person Licensed under Subchapter H, Chapter 411,

Government Code (Handgun Licensing Law), may not enter this Property with a Handgun that is Carried Openly."

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

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

September 25, 2025
Item No. 5.1.
National Community Planning Month Proclamation

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: N/A

Agenda Caption: Presentation proclaiming the month of October 2025 as Community Planning Month.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Neighborhood Integrity
- Improving Mobility

Recommendation(s): Receive the proclamation.

Summary: Planners work to improve the well-being of all people living in our communities by leveraging professional expertise, data-driven insights, and a long-term, comprehensive vision for the future. This approach leads to safer, more resilient, more equitable, and more prosperous communities.

We celebrate the role that planning plays in creating great communities each October with National Community Planning Month.

Community Planning Month is an opportunity to highlight how planning is essential to every community, and how planners are uniquely positioned to identify solutions to communities' most difficult housing, transportation, and land use questions.

Budget & Financial Summary: None.

Attachments:

1. 25 Community Planning Month



Proclamation Community Planning Month

- Whereas:* change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and
- Whereas:* planners can help navigate this change with data-driven insights and expertise that provide better choices for how people work and live; and
- Whereas:* community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and
- Whereas:* the full benefits of planning require public elected and appointed officials who understand, support, and demand excellence in planning and plan implementation; and
- Whereas:* the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and
- Whereas:* the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to every community, and how planners are uniquely positioned to identify solutions to communities' most difficult housing, transportation, and land use questions; and
- Whereas:* the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of appointed planning commission members who have contributed their time and expertise to the improvement of the City of College Station; and
- Whereas:* we recognize the many valuable contributions made by the professional community and regional planners of the City of College Station and extend our heartfelt thanks for the continued commitment to public service by these professionals.

Now, Therefore, be it Resolved, I, John P. Nichols, as Mayor of the City of College Station, Texas, and acting on behalf of the College Station City Council, do hereby proclaim the month of October 2025, as Community Planning Month in conjunction with the celebration of National Community Planning Month.

In Testimony Whereof, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 25th day of September 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

September 25, 2025
Item No. 5.2.
Southwest Bowling Proprietors Trade Show Day

Sponsor: Jeremiah Cook, Assistant Director - Tourism

Reviewed By CBC: City Council

Agenda Caption: Presentation of a proclamation recognizing September 25, 2025 as "Southwest Bowling Proprietors Trade Show Day."

Relationship to Strategic Goals:

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:

1. 25 Southwest Bowling Proprietors Trade Show Day



Proclamation

WHEREAS, the City of College Station proudly welcomes the Southwest Bowling Proprietors as they celebrate their annual trade show, hosted this year by Grand Station Entertainment and The Hilton College Station and Conference Center; and

WHEREAS, the Southwest Bowling Proprietors Trade Show is the largest regional convention featuring exhibits, products and services; and

WHEREAS, for two decades, the Southwest Bowling Proprietors Trade Show has hosted numerous seminars and workshops that help proprietors improve business, share ideas, showcase innovations, and strengthen the bowling community across Texas and the Southwest region; and

WHEREAS, the City of College Station recognizes and celebrates the dedication, collaboration, and passion that has sustained the Southwest Bowling Proprietors Trade Show for twenty years and looks forward to its continued success and growth.

NOW, THEREFORE, I, John P. Nichols, as Mayor of the City of College Station, do hereby proclaim September 25, 2025, as

Southwest Bowling Proprietors Trade Show Day

in College Station, Texas, and encourage all citizens to join in by extending our warmest congratulations and best wishes for a successful and memorable celebration.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of College Station to be affixed this September 25, 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

September 25, 2025
Item No. 7.1.
September 11th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• September 11, 2025 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM091125 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
SEPTEMBER 11, 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:

Jeff Capps, Deputy City Manager
Jeff Kersten, Assistant City Manager
Adam Falco, City Attorney
Leslie Whitten, Deputy City Attorney
Tanya Smith, City Secretary
Kim Dickey, Records Management Administrator

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 September 11, 2025, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, §551.086-Competitive Matters and §551.087-Economic Incentive Negotiations, and the College Station City Council convened into Executive Session at 4:01 p.m. on September 11, 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
- Legal advice related to the Texas Open Meetings Act.

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

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

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

- Council Self-Evaluation

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

- Power Supply

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

- Economic development agreement with Corinth Group, Inc.

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.

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

Invocation given by College Station Police Department Rev. Ben Hailey.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming September 17th through 23rd as "Constitution Week."

Mayor Nichols presented a proclamation to the La Villita Chapter Daughters of the American Revolution declaring September 17-23, 2025, as "Constitution Week."

6. Hear Visitors Comments.

Chuck Elliott, College Station stated that SB1567 has led to more trash, speeding cars, and noise, affecting peace and safety. Fred Dupree previously highlighted poor enforcement of occupancy rules and suggested checking cars before 7:30 AM, but no changes were made. With SB1567, enforcement is now focused on safety, though challenges remain and effective enforcement is essential to uphold standards. Mr. Elliott explained that protecting community character should be a priority, and city staff must consider citizen input.

Ansley Brent, from College Station, raised concerns about the city's contract transparency, feeling it is lacking. She pointed out that the one-week notice for meetings is insufficient for community members with hourly jobs, who need two weeks' notice to attend. This short notice also limits community members' ability to file Freedom of Information requests, which take ten days. Ms. Brent asked Council Member Wright if the same notice would apply to a nuclear power plant proposal, and he confirmed it would. She believes the community needs more time to organize, research, and communicate with representatives.

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.

Items (7.4) and (7.8) were pulled by the Council for clarification.

(7.4) Ross Brady, Chief of Staff, stated that the last rate increase for Atmos was around this time last year. Annual increases do not always occur, but when they do, they must be approved by September 30th. This year, 181 cities are involved, totaling \$205 million, with a higher per-person increase than last year's \$9. The \$200 million figure applies to all Atmos customers, not just city residents.

(7.8) Michael Ostrowski, Chief Development Officer, explained that the contract will remain unchanged except for an extension. The contract includes an option for the property to remove the back portion within 180 days of phase one's first building occupancy, with a \$50,000 fee. He stated that negotiations are progressing after recent discussions with the Economic Development Committee. It is anticipated that the development agreement will be finalized in 60 to 90 days.

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

- **August 28, 2025 Council Meeting**

7.2. Presentation, discussion, and possible action on Resolution No. 09-11-25-7.2 regarding the City's investment policy, reviewing and recording changes to the policy and strategy, and on a collateral policy, and designating investment officers for the fiscal year ending September 30, 2026, stating that the City Council has reviewed and approved the City's investment policy, broker-dealer list and investment strategy.

7.3. Presentation, discussion, and possible action regarding Ordinance No. 2025-4616 amending Chapter 38 "Traffic and Vehicles", Article VI "Traffic Schedules", Section 38-1008 "Traffic Schedule VIII, No Right Turn and No Left Turn", to add No Left Turn sign on Edelweiss Avenue.

7.4. Presentation, discussion, and possible action on approval of the Atmos Mid-Tex 2025 Rate Review Mechanism (RRM) Settlement and Rate Ordinance No. 2025-4617.

7.5. Presentation, discussion, and possible action regarding an Interlocal Agreement with the City of Bryan for the management of the Larry J. Ringer Library.

7.6. Presentation, discussion, and possible action on a contract with Milsoft Utility Solutions, Inc for Electric Line Design/Staking and a Work Order Software System to replace the existing software systems in the one-time amount of \$301,000 and an annual recurring cost of \$111,300.

7.7. Presentation, discussion, and possible action on a three-year contract with AESI-US, Inc. not to exceed \$356,129 for North American Electric Reliability Corporation (NERC) compliance consulting.

7.8. Presentation, discussion, and possible action on approval of an agreement with Virginia Transformer Corporation for the purchase and installation of an electric substation power transformer at the Northwest Substation, not to exceed \$2,337,317.

7.9. Presentation, discussion, and possible action on bid awards to KBS Electrical Distributors for \$1,342,774 and Intellogic Engineering, Inc. for \$16,200 for the purchase of Single Phase and Three Phase Electric Transformers for Electric Warehouse Inventory. Total awards not to exceed \$1,358,974.

7.10. Presentation, discussion, and possible action on a signal interconnect agreement with Union Pacific Railroad Company for the FM 2154 and John Kimbrough traffic signal.

7.11. Presentation, discussion, and possible action on a signal interconnect agreement with Union Pacific Railroad Company for the FM 2154 and Old Main traffic signal.

7.12. Presentation, discussion, and possible action on Contract Amendment No. 1 with Corn's Collision Center, Inc., to authorize the expenditure of additional funds for hailstorm and weather-related damage repairs to City-owned vehicles, not-to-exceed \$395,000.

7.13. Presentation, discussion, and possible action on a construction contract with Brazos Paving, Inc., in the amount of \$4,305,576.94 for the rehabilitation of William D. Fitch Parkway from Tonkaway Lake Drive to Rock Prairie Road, plus the City's contingency in the amount of \$430,557.69, for a total appropriation of \$4,736,134.63. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

7.14. Presentation, discussion, and possible action on a construction contract with American Generator Services NA, LLC. in the amount of \$153,515.75 for the replacement of the generator at Fire Station 1 and the Utilities Customer Service building.

7.15. Presentation, discussion, and possible action on the purchase of three 600-horsepower water well motors from Integrated Power Services LLC for \$233,662.20.

7.16. Presentation, discussion, and possible action on approving the annual purchase of chlorine gas and sodium hypochlorite from PVS DX, Inc. Based on current unit pricing, the estimated annual expenditure for both items is \$448,880.

7.17. Presentation, discussion, and possible action on an Oversized Participation Agreement with Boardwalk Estates, LLC and Site Utilities and Construction, LLC for an amount not to exceed \$165,991 for the construction of a water line along portions of Richards Street, Sterling Street, and Crest Street.

7.18. Presentation, discussion, and possible action regarding an amendment to the real estate contract with The Corinth Group, Inc.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember McIlhaney, 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 through 8.3 pulled to future agenda)

8.1. Presentation, discussion, and possible action related to a Water Services Department annual update.

8.2. Presentation, discussion, and possible action related to an Electric Department annual update.

8.3. Presentation, discussion, and possible action regarding the City’s new external website (cstx.gov), which was scheduled to launch on Tuesday, Sept. 9.

9. REGULAR ITEMS

Regular Item No. 9.5 was presented 1st.

9.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4618 on Budget Amendment 3 amending Ordinance No. 2024-4539 which will amend the budget for the 2024-2025 Fiscal Year in the amount of \$774,978.

Michael DeHaven, Assistant Finance Director, stated that the proposed budget amendment aims to increase the FY25 appropriations by \$744,978. This is mainly for Police department grants and additional IT replacements due to aging equipment. Approval is also requested for using working capital from the Property Casualty and Fleet Maintenance Fund for vehicle damage from the March 2025 hailstorm and further fleet repairs. These uses do not increase the budget. The amendment includes an interfund transfer from Hotel Tax Fund to General Fund for the USA Track & Field event, which does not affect the net budget amount. If approved, the revised 2024-2025 budget appropriations will be \$559,290,088.

SUMMARY OF BUDGET AMENDMENT #3		
BUDGET AMENDMENT ITEMS		
Description	Fund	Amount
Law Enforcement Officer Standards and Education Funds	General	\$ 21,072
Police Department expense Grant	General	151,281
Police Training reimbursement from BVCOG	General	20,625
IT Replacements for current year	General	552,000
Total Budget Increase:		\$ 774,978
INTERNAL SERVICE FUND WORKING CAPITAL USES		
Description	Fund	Amount
Hail damage repair cost from 3/15/25 storm	Property Casualty	200,000
Vehicle Parts	Fleet Maintenance	150,000
Total Budget Increase:		\$ 350,000
INTERFUND TRANSFER ITEMS **		
Description	Fund	Amount
HOT to General Fund for USA Track and Field expenses	HOT to General	135,742



CITY OF COLLEGE STATION
Home of Texas A&M University

** Working Capital Uses and Interfund Transfer Items have no impact on the budget

REVISED NET BUDGET SUMMARY	
BUDGET	AMOUNT
Approved Budget	\$ 541,450,684
Budget Amendment #1	14,718,759
Budget Amendment #2	2,375,667
Budget Amendment #3	774,978
Revised Budget	\$ 559,290,088

Required Council Actions

- Hold the Public Hearing
- Consider Ordinance and Budget Amount
- Approve two Working Capital Uses
- Approve one Interfund Transfer



CITY OF COLLEGE STATION
Home of Texas A&M University

At approximately 12:11 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 12:11 p.m.

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 adopt Ordinance No. 2025-4618, Budget Amendment 3 amending Ordinance No. 2024-4539 which will amend the budget for the 2024-2025 Fiscal Year in the amount of \$774,978. The motion carried unanimously.

9.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4619 amending Appendix A, Unified Development Ordinance, Article 11 “Definitions”, Section 11.2 “Defined Terms” of the Code of Ordinances of the City of College Station, Texas, by amending certain sections regarding the definition of family.

Regular Items 9.2 and 9.3 were presented together.

9.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4620 amending Appendix A, Unified Development Ordinance, Article 1 “General Provisions”, Section 1.10 “Transitional Provisions,” Article 3 “Development Review Procedures”, Section 3.4 “Official Zoning Map Amendments (Rezoning),” Article 4 “Zoning Districts”, Section 4.1 “Establishment of Districts,” Article 5 “District Purpose Statements and Supplemental Standards”, Section 5.10 “Overlay Districts” and Section 5.11 “Single-Family Overlay Districts,” and Article 6 “Use Regulations”, Section 6.3 “Types of Use” of the Code of Ordinances of the City of College Station, Texas, by amending certain sections regarding the ROO Restricted Occupancy Overlay zoning district and HOO High Occupancy Overlay zoning district.

Heather Wade from Planning and Development announced that, effective September 1, 2025, Senate Bill 1567 (SB 1567) will stop Texas cities from regulating home occupancy based on relationships. The City will amend zoning rules, removing ROO Restricted Occupancy Overlay and HOO High Occupancy Overlay districts. This step updates the UDO definition of "family." The first phase will amend UDO sections related to these overlays, followed by rezoning properties without these overlays starting in September.

Item 5.1 – Definition of Family in UDO

- Proposed amendment to the definition of family
Family: A family is any number of persons occupying a single dwelling unit. The term family shall not be construed to mean a club, a lodge, or a fraternity or sorority house.

Item 5.2 – Sections Related to Occupancy Overlays in UDO

- Proposed amendments to relevant sections:
 - Article 1 “General Provisions”, Section 1.10 “Transitional Provisions,”
 - Article 3 “Development Review Procedures”, Section 3.4 “Official Zoning Map Amendments (Rezoning),”
 - Article 4 “Zoning Districts”, Section 4.1 “Establishment of Districts,”
 - Article 5 “District Purpose Statements and Supplemental Standards”, Section 5.10 “Overlay Districts” and Section 5.11 “Single-Family Overlay Districts,”
 - Article 6 “Use Regulations”, Section 6.3 “Types of Use.”

Staff recommend approval of the amendment to the Unified Development Ordinance to comply with Senate Bill 1567, which prohibits the regulation of occupancy based on familial or relationship status.

At approximately 12:25 p.m., Mayor Nichols opened the Public Hearing.

Fred Dupriest from College Station proposed that the definition of "family" should be universal, not just for occupancy. He recommended continuing the current non-enforcement and reviewing all uses of "family" in key documents like the UDO, Comprehensive Plan, and CBDG programs to ensure the definition is clear and assess legal liabilities. Mr. Dupriest requested Council to consider defining a family as any number of people living together in a single dwelling unit, related by various means, or as part of a group home for disabled persons.

There being no further comments, the Public Hearing was closed at 12:40 p.m.

(9.2) 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. 2025-4619, amending Appendix A, Unified Development Ordinance, Article 11 "Definitions", Section 11.2 "Defined Terms" of the Code of Ordinances of the City of College Station, Texas, by amending certain sections regarding the definition of family. The motion carried unanimously.

(9.3) MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4620, amending Appendix A, Unified Development Ordinance, Article 1 "General Provisions", Section 1.10 "Transitional Provisions," Article 3 "Development Review Procedures", Section 3.4 "Official Zoning Map Amendments (Rezoning)," Article 4 "Zoning Districts", Section 4.1 "Establishment of Districts," Article 5 "District Purpose Statements and Supplemental Standards", Section 5.10 "Overlay Districts" and Section 5.11 "Single-Family Overlay Districts," and Article 6 "Use Regulations", Section 6.3 "Types of Use" of the Code of Ordinances of the City of College Station, Texas, by amending certain sections regarding the ROO Restricted Occupancy Overlay zoning district and HOO High Occupancy Overlay zoning district. The motion carried unanimously.

9.4. Presentation, discussion, and possible action on a third amendment to the Construction Manager at Risk (CMAR) Contract with Garney Construction, Inc. accepting the Guaranteed Maximum Price No. 3 (GMP No. 3) of \$9,466,684.15 for the materials procurement packages for the Wells 10, 11 and 12 project, plus the City's contingency in the amount of \$946,668.42 for a total appropriation of \$10,413,352.57.

Stephen Maldonado, Assistant Director of Water, mentioned this is the third amendment to the contract with Garney Construction. It covers procuring pipe materials, valves, generators, and fuel tanks for designing and constructing three new water wells and a collection line. Each well will pump 3,300 GPM using a Motor Control Cabinet, Variable Frequency drive, and backup generator. Mr. Maldonado explained that the project also includes building internal roads, power distribution, and a 12,000-foot collection line to Sandy Point Road. Coordination with BTU, Union Pacific, TXDOT, and land acquisition are also required.

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 third amendment to the Construction Manager at Risk (CMAR) Contract with Garney Construction, Inc. accepting the Guaranteed Maximum Price No. 3 (GMP No. 3) of \$9,466,684.15 for the materials procurement

packages for the Wells 10, 11 and 12 project, plus the City's contingency in the amount of \$946,668.42 for a total appropriation of \$10,413,352.57. The motion carried unanimously.

9.5. Presentation, discussion, and possible action regarding a real estate contract with Priority Power Management, LLC for the sale of approximately 200 acres of land in the Midtown Business Park at the intersection of Midtown Drive and Corporate Parkway in the amount of \$150,000 per acre. The final square footage of the property and the City's remaining property, if any, will be identified on the approved replat. (Presented this item 1st)

Michael Ostrowski, Chief Development Officer, stated that The City of College Station owns roughly 300 acres of land east of Corporate Parkway's terminus at Midtown Drive. About 200 acres are developable, with the rest being natural areas. This M-1 Light Industrial-zoned property will become the Midtown Business Park, allowing various uses like manufacturing and storage. Priority Power Management LLC has proposed buying all developable acres for a data center project, contingent on securing sufficient power. Founded in 2001 and based in Texas, Priority Power is an energy management firm serving over 8,500 clients. The city has had this property for sale for years, but its limited access and utilities have hindered sales compared to other parks like the College Station Business Center. Extending Corporate Parkway through the site would cost \$25-\$30 million, but if the data center project proceeds, this extension may not be necessary as it wouldn't generate much traffic. Mr. Ostrowski emphasized that a power supply study is necessary before finalizing the project details and scope. Benefits for the city include land sales revenue, ongoing tax revenue, and infrastructure savings, but noise, power, and water concerns need addressing. A large vegetative buffer, further studies, and agreements can help mitigate these issues. A site map shows boundaries, residential distances, and a potential 600MW facility with two two-story buildings but building sizes will adjust based on electrical capacity post-study.

Project

- 2-3 story data center project in Midtown Business Park; could be multiple data centers based on power capacity
- Will design around power capacity – power study needed
- \$1-\$4 billion in capital expenditures
- Jobs – 45 FTE, 2,500 construction
- Timeline – due diligence is 6-14 months, construction is 18 months

Concerns

- Noise
 - Required sound study
 - Noise ordinance, 63/56 decibels
 - Vegetative buffer (600-900 feet)
 - Increased setbacks
- Power
 - Additional agreement
- Water
 - Additional agreement

Potential Options

1. Approve as presented: This option still requires additional agreements for power and water, as well as a sound study.
2. Approve with amendments: This option allows for modifications to the proposal.
3. Deny: This option rejects the proposal.
4. Postpone for future consideration: This option postpones the decision to a future meeting to gather more public input and address any questions.

Mayor Nichols opened for Citizen Comments.

Robert Rose, College Station, discussed the numerous uncertainties regarding this large project, stating there has not been enough time to fully understand its implications. He emphasized that historically, the council's guiding principle has been the health and safety of College Station residents. Therefore, Mr. Rose urges a no vote on this project due to the many unknowns prioritizing what is best for the community's wellbeing.

Kati Stoddard, College Station, shared her concerns about a new proposal due to the potential energy strains and pollution related to fossil fuels. She's also worried about generator emissions and noise near residential areas, daycares, schools, and a planned \$21 million park. Ms. Stoddard questioned the community benefits of the project and urged the rejection of the proposal for better alternatives.

Commissioner Fred Brown, College Station, addressed the Council, acknowledging the difficulty of their decision. He expressed concern about the project's location, emphasizing its potential negative impact on first-time home buyers in the area and property values. Additionally, Commissioner Brown highlighted uncertainties regarding power and water usage that could affect the entire county. He urged the Council to make the right decision and thanked them for their leadership. When asked if these concerns would apply no matter where the project is located in the county, he affirmed they would.

Shelby Behm, College Station, expressed concerns to the Council about a potential data center in Midtown. After visiting a similar facility in Schneider, Texas, she felt the city abandoned its promise of a neighborhood with recreational and commercial amenities. She disapproved of the lack of city support and accountability, suggesting undue pressure on developer James Murr. Mrs. Behm highlighted community opposition to the data center and urged the Council to uphold their original vision for Midtown, that benefits residents.

Jeffery Hughes, President of College Station's HOA, raised concerns about the high energy consumption (200-300 MW), noise, electromagnetic fields, and potential health risks related to the project. He stressed that past city actions have eroded trust, questioned the integrity of the decision-making process, and warned that approval would harm residents' quality of life and further diminish trust in city leaders.

Jeffery Herring, College Station, expressed concerns about the poor timing of the proposal, stating that the community was given only four days to respond. He emphasized distrust in decision-makers due to this short notice. He strongly opposed the project in their neighborhoods, citing its disruptive impact. Mr. Herring argued this specific development is unsuitable for the area. He concluded by reiterating the community's opposition to the project.

James Murr from College Station has expressed concerns regarding the city's deviation from the original Midtown vision. He noted that development plans now include a data center which will provide only 45 jobs on land originally intended to support thousands of jobs and foster community engagement. Mr. Murr highlighted that the Midtown plan initially called for significant infrastructure investments and public-private partnerships. He further observed that collaborative efforts led by the city are not reflected in current planning documents. He believes that the city has abandoned this vision, leaving him to pursue it independently.

Citizens expressed their opposition to the real estate contract with Priority Power Management, LLC for the sale of approximately 200 acres of land in the Midtown Business Park at the intersection of Midtown Drive and Corporate Parkway. The concerns cited include distrust, pollution, noise, safety,

long-term implications, potential tax increases, water and power supply, health issues, decreased property values, family impact, infrastructure strain, limited economic benefits, environmental problems, loss of rights, negative effects on growth and revenue, and diminished quality of life:

- Lloyd Davis
- Noor Shaikh
- Ansley Brent
- Jeff Braun
- Matthew McGarr
- Valen Cepak
- Brian Worth
- Nancy Hefner
- Amber Schafnitz-Sherman
- Nic Graham
- Steve Martin
- Timothy Regetz
- James Murr
- Jobi Brock
- Laura Rosenau
- Mariana Feldman
- Robert Grande
- Travis Vollmering
- Carlos Candia
- Carson McCain
- Warren Reichel
- James Distefano
- Janet Handley
- Jodi Warner
- Wendy Letendre
- Amy Alge
- Vicki Brent
- Stacey Nehring
- DJ Kwiatkowski
- Courtney Cannon
- Kip Giltis
- Bob Brick
- Blanche Brick

Mayor Nichols recessed the meeting at 9:54 p.m.

The meeting was reconvened at 10:04 p.m.

Dennis Maloney, College Station, spoke about his past work on Council revising zoning maps for long-term growth. He highlighted securing land for a future business park, introducing the medical corridor, and Spring Creek business park with a "live, work, play" approach. Mr. Maloney urged maintaining this vision and avoiding large land tracts going to a single developer to ensure balanced development.

Additional citizens who expressed opposition to the real estate contract include:

- John N. Newell
- Jen Zweacker
- Heath Shannon
- James Rodgers
- David Moody
- Craig York
- Thomas Behne
- Peter Bastian
- Shawnee Chavez
- Kyle Eubank
- Stacy Dieffenbach
- Tracey S. Hodges
- Patrick Hoang
- Lisa Cadena Craig
- Jady Warner
- Tyler Pierce
- Dylon Edmunds
- Alexandra Powell
- Amy Friese
- Nathan Ezell
- William Giles
- Travis Scott
- Justin Walther
- Bob Achgill
- Courtney E. Bartlett
- David Inbody
- Chris Conrey
- Lauren Youngblood
- Tanya Geffert
- & 108 Written Comments

There being no further comments, Citizen Comments was closed.

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember White, the City Council voted seven (7) for and none (0) opposed, to deny a real estate contract with Priority Power Management, LLC for the sale of approximately 200 acres of land in the Midtown Business Park at the intersection of Midtown Drive and Corporate Parkway in the amount of \$150,000 per acre. The final square footage of the property and the City's remaining property, if any, will be identified on the approved replat. The motion carried unanimously.

Mayor Nichols recessed the meeting at 11:58 p.m.

The meeting was reconvened at 12:07 a.m.

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 announced the upcoming public meeting on September 30th, which will gather feedback on potential overnight parking restrictions.

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 Legislative Engagement Committee.

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

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 White request a workshop item on the definition of “family.”

Councilmember McIlhaney requested a workshop to discuss types of plans for the Midtown Business Park area.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 1:02 a.m. on Friday, September 12, 2025.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

September 25, 2025

Item No. 7.2.

Contract approval for hardware and software agreement with Flock Group, Inc. using the MVCPA Grant.

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a hardware and software agreement with Flock Group, Inc. not to exceed \$240,509 for cameras on Texas Department of Transportation roads; and presentation, discussion, and possible action on a hardware and software agreement with Flock Group, Inc. not to exceed \$154,589.10 for cameras on Non-Texas Department of Transportation roads.

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff recommends approval of both contracts with Flock Group, Inc. utilizing the Motor Vehicle Crime Prevention Authority SB 224 Grant

Summary: The Motor Vehicle Crime Prevention Authority (MVCPA) SB 224 Catalytic Converter Grant was awarded to the City of College Station for Fiscal Year 2026. The grant is designated to be used to implement automatic license plate reader cameras within College Station to help combat auto theft crimes, including catalytic converter thefts. The contracts are separated for implementation on both Texas Department of Transportation ("TxDot") and Non-TxDoT roads.

Upon Council approval, the company, Flock Safety, will be contracted to install and maintain the cameras in and around the City as well as provide software support for this system. These agreements are both a one-year contract with two (2) additional one (1) year terms.

Budget & Financial Summary: Two contracts are not to exceed \$359,100. The MVCPA grant covers \$299,250 of this total. The City will be responsible for a cash match of \$59,850 for the contracts.

Attachments:

1. Flock Safety Agreement_TxDot Roads
2. Flock Safety Agreement_Non-TxDot Roads

FLOCK SAFETY HARDWARE AND SOFTWARE AGREEMENT TERMS AND CONDITIONS

This Hardware and Software Agreement (“Agreement”) is executed by and between the **City of College Station, Texas**, a Texas-Home-Rule Municipal Corporation (“City” or “Customer”) and **Flock Group, Inc.** (“Flock”), collectively referred as the Parties, for the following project, Flock Safety Platform and Services Purchase Agreement, and pursuant to the promises, representations, warranties, obligations, and consideration herein described, including monetary and non-monetary consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “**Scope of Services/Work**”), and these terms and conditions.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form .

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at **support@flocksafety.com** (such services collectively referred to as “**Support Services**”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“**Service Suspension**”). Customer shall not be entitled to any remedy for the

Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***“Customer Obligations”***).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of this Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary

Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not (i) directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover or recreate the source code, object code or underlying structure, ideas or algorithms of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder(ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vii) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the Annual Plan billing structure and payment terms as indicated in Exhibit A and Exhibit B. Annual Plan payment will be subject to City's obligations based on the MVCPA grant it receives to fund this Agreement. Billing frequency is to be set throughout length of the term subject to the Annual Plan payment. MVCPA grant prohibits City engaging in fixed payment in full in one billing instance. Customer shall pay all invoices in compliance with the Texas Prompt Payment Act. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Consideration. In consideration for the services and work performed in the Scope of Services/Work see **Exhibit A** (Scope of Services or Work) and Flock's Completion of work in conformity with this Agreement, as well as the non-monetary consideration in the form of the Flock's representations, warranties, promises, and obligations contained in this Agreement, the City shall pay Flock an amount not to exceed TWO HUNDRED AND FOUR THOUSAND AND FIVE HUNDRED NINE **and 75/100 Dollars (\$204,509.00)**

6.3 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.4 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for (1) years from the date of this Agreement ("**Term**") with the potential option to renew for two (2) additional one (1) year terms for a total of three (3) year; however, it is expressly required that the Parties must

mutually agree in writing (through the execution of a subsequent amendment or other revision of this Agreement) to approve any renewal of this Agreement.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance.

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

8.52 Flock's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance coverage policies are attached in **Exhibit C**. During the term of this Agreement, Flock's insurance policies shall meet the minimum requirements of this section.

8.53 **Types.** Flock shall acquire and maintain for Contract duration the following types of insurance:

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

8.54 **General Requirements Applicable to All Policies.** The following General requirements applicable to all insurance coverage policies shall apply:

- a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and delivered to the City in a timely manner according to this instrument.
- b) Certificates of Insurance and endorsements shall be furnished and delivered to the City on the most current State of Texas Department of Insurance-approved forms to the City's Representative no later than 3 days before this instrument is submitted for final approval and execution by the City; shall be attached to this Contract as **Exhibit C**; and shall be approved by the City before work begins.

- c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- e) The City will not accept “claims made” policies.
- f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

- a) General Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for death, bodily injury, and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance before the execution of this contract by the City.
- e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

- a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- c) Combined Single Limit of Liability not less than \$1,000,000 per occurrence for death, 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 operated by the Contractor on (i) City property, (ii) the job or work site associated with or related to the business purpose or Scope of

Services/Work described by this Contract, (iii) any other property or road in performance of this contract.

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

- a) Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and
- c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWENTY FOUR (24) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF

GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, repositioning, adjusting of the mounting, removing foliage, replacement, changes to heights

of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon purchase order is subject to these terms. In the event of any conflict of terms found

in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential

component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

List of Exhibits

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

FLOCK GROUP, INC.

By: _____
Title: _____

Printed Name: _____
Date: _____

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

EXHIBIT A SCOPE OF SERVICES/WORK

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



EXHIBIT A ORDER FORM

Customer: TX - College Station PD
 Legal Entity Name: TX - College Station PD
 Accounts Payable Email:
 Address: 1101 Texas Ave College Station, Texas 77842

Initial Term: 12 Months
 Renewal Term: 12 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - Invoiced at First Camera Validation.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$158,000.00
Flock Safety LPR Products			
Solar Long-Range LPR, fka Solar Falcon LR	Included	10	Included
Flock Safety LPR, fka Falcon	Included	36	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$897.00	10	\$8,970.00
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	\$1,042.75	36	\$37,539.00
		Subtotal Year 1:	\$204,509.00
		Annual Recurring Subtotal:	\$158,000.00
		Estimated Tax:	\$0.00
		Contract Total:	\$204,509.00

Product and Services Description

Flock Safety Platform Items	Product Description
Solar Long-Range LPR, fka Solar Falcon LR	Law enforcement grade, long range and high vehicle speed license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE. Solar Power only
Flock Safety LPR, fka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.
Professional Services - MASH Tested Pole Implementation Fee - Non-Coastal Region	MASH tested pole that meets DOT crashworthiness requirements. Includes materials, installation, and maintenance.

EXHIBIT B
PAYMENT SCHEDULE

Payment is a fixed fee in the amount listed in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Schedule of Payment for each phase:

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	\$204,509.00
Annual Recurring after Year 1	\$158,000.00
Contract Total	\$204,509.00

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$0.00
Flock Safety Add-ons	\$0.00
Flock Safety Professional Services	\$10,991.00

EXHIBIT C
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
CN134017657-4 GAUWE-24-25x	INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Property Casualty Company of America INSURER B : The Charter Oak Fire Insurance Company INSURER C : Homeland Insurance Company Of New York INSURER D : INSURER E : INSURER F :
INSURED Flock Group Inc DBA Flock Safety 1170 Howell Mill Rd NW Atlanta, GA 30318	NAIC # 25674 25615 34452

COVERAGES CERTIFICATE NUMBER: SEA-004152820-01 REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:			H-630-9W194831-TIL-24	08/23/2024	10/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			810-6T343696-24-I3-G	08/23/2024	10/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-6T386924-24-I3	08/23/2024	10/23/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-6T346569-25-I3-G	08/23/2025	11/06/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions			730000029-0001	08/23/2025	08/23/2026	Limit: ("SIR: \$100,000") 5,000,000
C	Cyber			730000029-0001	08/23/2025	08/23/2026	Limit: 5,000,000

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

CERTIFICATE HOLDER

The City of College Station
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
of Marsh Risk & Insurance Services

Marsh Risk & Insurance Services

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ACORD 25 (2016/03)

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FLOCK SAFETY HARDWARE AND SOFTWARE AGREEMENT TERMS AND CONDITIONS

This Hardware and Software Agreement (“Agreement”) is executed by and between the **City of College Station, Texas**, a Texas-Home-Rule Municipal Corporation (“City” or “Customer”) and **Flock Group, Inc.** (“Flock”), collectively referred as the Parties, for the following project, Flock Safety Platform and Services Purchase Agreement, and pursuant to the promises, representations, warranties, obligations, and consideration herein described, including monetary and non-monetary consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or cross-referenced in this Section 1.

1.1 “**Agreement**” means the order form (to be provided as Exhibit A, “**Scope of Services/Work**”), and these terms and conditions.

1.2 “**Anonymized Data**” means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 “**Authorized End User(s)**” means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 “**Customer Data**” means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. “**Customer Hardware**” means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 “**Effective Date**” means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 “**Embedded Software**” means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 “**Flock Hardware**” means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 “**Flock IP**” means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 “**Flock Services**” means the provision of Flock’s software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 “**Footage**” means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 “**Integration Data**” means any distribution of data from a Customer requested third party integration.

1.13 “**Installation Services**” means the services provided by Flock for installation of Flock Services.

1.14 “**Permitted Purpose**” means legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 “**Retention Period**” means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form .

1.16 “**Term**” means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 “**Web Interface**” means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 Provision of Access. Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username (“**User ID**”). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 Embedded Software License. Flock grants Customer a limited, non-exclusive, non-transferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 Support Services. Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at **support@flocksafety.com** (such services collectively referred to as “**Support Services**”).

2.4 Updates to Platform. Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock’s products or services to its agencies, the competitive strength of, or market for, Flock’s products or services such platform or system’s cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 Service Interruption. Services may be interrupted in the event that: (a) Flock’s provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance (“**Service Interruption**”). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer’s direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 Service Suspension. Flock may temporarily suspend Customer’s and any Authorized End User’s access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer’s or any Authorized End User’s use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer’s account (“**Service Suspension**”). Customer shall not be entitled to any remedy for the

Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 Hazardous Conditions. Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 Customer Obligations. Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up to date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***“Customer Obligations”***).

3.2 Customer Representations and Warranties. Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 Customer Data. As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 Customer Generated Data. Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (“**Customer Generated Data**”). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer’s intellectual property rights of Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 Anonymized Data. Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data non-identifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 Data Distribution. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, “Recipient”). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royalty-free, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock’s standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces (“APIs”) is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 Confidentiality. To the extent required by any applicable public records requests, each Party (the “**Receiving Party**”) understands that the other Party (the “**Disclosing Party**”) has disclosed or may disclose business, technical or financial information relating to the Disclosing Party’s business (hereinafter referred to as “**Proprietary Information**” of the Disclosing Party). Proprietary Information includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality, and performance of this Agreement. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary

Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 Usage Restrictions on Flock IP. Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not (i) directly or indirectly, reverse engineer, decompile, disassemble or otherwise attempt to discover or recreate the source code, object code or underlying structure, ideas or algorithms of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the Flock Services or any software provided hereunder (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 Disclosure of Footage. Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 Billing and Payment of Fees. Customer shall pay the fees set forth in the applicable Order Form based on the Annual Plan billing structure and payment terms as indicated in Exhibit A and Exhibit B. Annual Plan payment will be subject to City's obligations based on the MVCPA grant it receives to fund this Agreement. Billing frequency is to be set throughout length of the term subject to the Annual Plan payment. MVCPA grant prohibits City engaging in fixed payment in full in one billing instance. Customer shall pay all invoices in compliance with the Texas Prompt Payment Act. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 Consideration. In consideration for the services and work performed in the Scope of Services/Work see **Exhibit A** (Scope of Services or Work) and Flock's Completion of work in conformity with this Agreement, as well as the non-monetary consideration in the form of the Flock's representations, warranties, promises, and obligations contained in this Agreement, the City shall pay Flock an amount not to exceed ONE HUNDRED AND FIFTY- FOUR THOUSAND AND FIVE HUNDRED AND EIGHTY-NINE and 10/100 Dollars (\$154,589.10)

6.3 Notice of Changes to Fees. In the event of any changes to fees, Flock shall provide Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.4 Taxes. To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 Term. The initial term of this Agreement shall be for (1) years from the date of this Agreement ("**Term**") with the potential option to renew for two (2) additional one (1) year terms for a total of three (3) year; however, it is expressly required that the Parties must

mutually agree in writing (through the execution of a subsequent amendment or other revision of this Agreement) to approve any renewal of this Agreement.

7.2 Termination. Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("Cure Period"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the Cure Period, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 Survival. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 Manufacturer Defect. Upon a malfunction or failure of Flock Hardware or Embedded Software (a "**Defect**"), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 Replacements. In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 Warranty. Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 Disclaimer. THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS. FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 Insurance.

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

8.52 Flock's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance coverage policies are attached in **Exhibit C**. During the term of this Agreement, Flock's insurance policies shall meet the minimum requirements of this section.

8.53 **Types.** Flock shall acquire and maintain for Contract duration the following types of insurance:

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

8.54 **General Requirements Applicable to All Policies.** The following General requirements applicable to all insurance coverage policies shall apply:

- a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and delivered to the City in a timely manner according to this instrument.
- b) Certificates of Insurance and endorsements shall be furnished and delivered to the City on the most current State of Texas Department of Insurance-approved forms to the City's Representative no later than 3 days before this instrument is submitted

for final approval and execution by the City; shall be attached to this Contract as **Exhibit C**; and shall be approved by the City before work begins.

- c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
- d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
- e) The City will not accept “claims made” policies.
- f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

- a) General Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for death, bodily injury, and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City’s review and acceptance before the execution of this contract by the City.
- e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

- a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- c) Combined Single Limit of Liability not less than \$1,000,000 per occurrence for death, 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 operated by the Contractor on (i) City property, (ii)

the job or work site associated with or related to the business purpose or Scope of Services/Work described by this Contract, (iii) any other property or road in performance of this contract.

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

- a) Employer's Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and
- c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

8.6 Force Majeure. Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWENTY FOUR (24) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE

FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 Responsibility. Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 Flock Indemnity. Flock shall indemnify and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. Flock's performance of this indemnity obligation shall not exceed the fees paid and/or payable for the services rendered under this Agreement in the preceding twelve (12) months.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 Ownership of Hardware. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 Deployment Plan. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("**Deployment Plan**"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location and will provide alternative options to Customer.

10.3 Changes to Deployment Plan. After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, re-

positioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (<https://www.flocksafety.com/reinstall-fee-schedule>). Customer will receive prior notice and confirm approval of any such fees.

10.4 Customer Installation Obligations. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 Flock's Obligations. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 Compliance with Laws. Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 Severability. If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 Assignment. This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 Entire Agreement. This Agreement, together with the Order Form(s), the reinstall fee schedule (<https://www.flocksafety.com/reinstall-fee-schedule>), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed

upon purchase order is subject to these terms. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 Relationship. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 Governing Law; Venue. This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 Special Terms. Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("**Special Terms**"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 Publicity. Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 Feedback. If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 Export. Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section 2.101, the Services, the Flock Hardware and Documentation are "commercial items" and according to the Department of Defense Federal Acquisition Regulation ("DFAR") section 252.2277014(a)(1) and are deemed to be "commercial computer software" and "commercial computer software documentation." Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese

telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 Headings. The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 Authority. Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 Conflict. In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 Notices. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 Non-Appropriation. Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non appropriation with thirty (30) days written notice without penalty or other cost.

List of Exhibits

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

FLOCK GROUP, INC.

By: _____
Title: _____

Printed Name: _____
Date: _____

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

EXHIBIT A SCOPE OF SERVICES/WORK

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



EXHIBIT A ORDER FORM

Customer: TX - College Station PD
 Legal Entity Name: TX - College Station PD
 Accounts Payable Email:
 Address: 1101 Texas Ave College Station, Texas 77842

Initial Term: 12 Months
 Renewal Term: 12 Months
 Payment Terms: Net 30
 Billing Frequency: Annual Plan - Invoiced at First Camera Validation.
 Retention Period: 30 Days

Hardware and Software Products

Annual recurring amounts over subscription term

Item	Cost	Quantity	Total
Flock Safety Platform			\$141,095.40
Flock Safety Flock OS			
Enhanced LPR Upgrade	Included	1	Included
Flock Safety Bundles			
Dual Solar LPR - Standard Bundle, fka Falcon	Included	3	Included
Flock Safety LPR Products			
Flock Safety LPR, fka Falcon	Included	26	Included
Flock Safety Platform Add Ons			
Flock Safety Platform - FreeForm Add-On	Included	1	Included
Flock FreeForm™ - Included Integrated Video Streams	Included	10	Included

Professional Services and One Time Purchases

Item	Cost	Quantity	Total
One Time Fees			
Flock Safety Professional Services			
Professional Services - Standard Implementation Fee	\$622.05	15	\$9,330.75
Professional Services - Existing Infrastructure Implementation Fee	\$143.55	11	\$1,579.05
Professional Services - Solar Bundle Implementation Fee	\$861.30	3	\$2,583.90
		Subtotal Year 1:	\$154,589.10
		Annual Recurring Subtotal:	\$141,095.40
		Estimated Tax:	\$0.00
		Contract Total:	\$154,589.10

Product and Services Description

Flock Safety Platform Items	Product Description
Flock Safety LPR, aka Falcon	Law enforcement grade infrastructure-free (solar power + LTE) license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users.
Professional Services - Standard Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Professional Services - Existing Infrastructure Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment of existing vertical infrastructure location, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Dual Solar LPR - Standard Bundle, aka Falcon	Two solar-powered fixed standard-range LPR cameras on the same pole
Solar LPR, aka Solar Falcon	Standard range license plate recognition camera with Vehicle Fingerprint™ technology (proprietary machine learning software) and real-time alerts for unlimited users, with LTE
Professional Services - Solar Bundle Implementation Fee	One-time Professional Services engagement. Includes site and safety assessment, camera setup and testing, and shipping and handling in accordance with the Flock Safety Standard Implementation Service Brief.
Enhanced LPR Upgrade	The Enhanced LPR Package is a software add-on for any of the FlockOS™ tiers designed to help detectives and patrol officers conduct more efficient, informed, and collaborative investigations. Its advanced License Plate Recognition (LPR) features streamline investigations, providing officers with immediate access to essential information and improving communication within and across departments.
Flock Safety Platform - FreeForm Add-On	AI-powered software add-on to the Flock Safety Platform that adds the ability for users to search using plain language across LPR images and video footage (from FreeForm-enabled devices) with built-in safeguards ensuring ethical and compliant usage.
Flock FreeForm™ - Included Integrated Video Streams	Baseline allocation of FreeForm-enabled third-party video streams included with a FreeForm license.

EXHIBIT B
PAYMENT SCHEDULE

Payment is a fixed fee in the amount listed in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Schedule of Payment for each phase:

Billing Schedule

Billing Schedule	Amount (USD)
Year 1	
At First Camera Validation	\$154,589.10
Annual Recurring after Year 1	\$141,095.40
Contract Total	\$154,589.10

*Tax not included

Discounts

Discounts Applied	Amount (USD)
Flock Safety Platform	\$4,618.20
Flock Safety Add-ons	\$1,686.40
Flock Safety Professional Services	\$606.30

EXHIBIT C
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH RISK & INSURANCE SERVICES FOUR EMBARCADERO CENTER, SUITE 1100 CALIFORNIA LICENSE NO. 0437153 SAN FRANCISCO, CA 94111	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS:
CN134017657-4 GAUWE-24-25x	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: The Charter Oak Fire Insurance Company INSURER C: Homeland Insurance Company Of New York INSURER D: INSURER E: INSURER F:
INSURED Flock Group Inc DBA Flock Safety 1170 Howell Mill Rd NW Atlanta, GA 30318	NAIC # 25674 25615 34452

COVERAGES CERTIFICATE NUMBER: SEA-004152820-01 REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC OTHER:			H-630-9W194831-TIL-24	08/23/2024	10/23/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER:
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			810-6T343696-24-I3-G	08/23/2024	10/23/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER:
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-6T386924-24-I3	08/23/2024	10/23/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 OTHER:
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-6T346569-25-I3-G	08/23/2025	11/06/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Errors & Omissions			730000029-0001	08/23/2025	08/23/2026	Limit: ("SIR: \$100,000") 5,000,000
C	Cyber			730000029-0001	08/23/2025	08/23/2026	Limit: 5,000,000

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

CERTIFICATE HOLDER

The City of College Station
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
of Marsh Risk & Insurance Services

Marsh Risk & Insurance Services

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ACORD 25 (2016/03)

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September 25, 2025

Item No. 7.3.

Elder-Aid federal HOME Community Housing Development Organization (CHDO) Agreement to purchase and rehabilitate 1205-1207 Georgia Street

Sponsor: David Brower

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approving a contract for the grant of federal HOME Community Housing Development Organization (CHDO) Set-Aside funds with Elder-Aid, Inc. in the amount of \$400,000 for acquisition and rehabilitation of two (2) existing dwelling units located at 1205-1207 Georgia Street to be used as affordable rental housing for income-eligible elderly households.

Relationship to Strategic Goals:

- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity

Recommendation(s): Staff recommends approval.

Summary: The federal HOME program provides assistance to income qualified persons by funding a variety of affordable housing activities. The City is required by the U. S. Department of Housing and Urban Development (HUD) to make at least 15% of each year's HOME grant allocation available for non-profit agencies that meet the definition of a Community Housing Development Organization (CHDO). CHDO's must have, as one of their goals, the provision of affordable housing. They must also have a board make-up that comply with the HOME Program requirements. The 15% set-aside funds may be used for most HOME eligible activities. The HOME grant provides the flexibility to exceed the 15% requirement if eligible, feasible projects are proposed that address the community needs. Affordable senior housing has been identified as a HIGH priority need in the Consolidated Plan.

Elder-Aid, Inc. has been certified by the City as an eligible Community Housing Development Organization (CHDO) since May 2015, enabling the organization to expand its mission of serving elderly residents into College Station. Since then, Elder-Aid has purchased, rehabilitated, and leased 30 duplex units within the City and constructed one single-family rental unit. The organization has a long track record of success as a CHDO in Bryan, where it has operated since 1998 and received HOME funds to construct 24 single-family homes reserved for elderly rental households.

Building on this experience, Elder-Aid has submitted a proposal to acquire and rehabilitate two existing units for use as affordable rental housing for income-eligible elderly households. The proposed project consists of one duplex located at 1205–1207 Georgia Street.

Budget & Financial Summary: These funds are available in the FY 2025 HOME budget.

Attachments:

1. 26300008 Elder Aid 1205-07 Georgia HOME Funding Agreement



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300008 PROJECT #: CD2608 BID/RFP/RFQ#: n/a

Project Name / Contract Description: HOME Funding Agreement with Elder-Aid for the purchase and rehabilitation of 1205-1207 Georgia Street to provide 2 units of affordable rental housing.

Name of Contractor: Elder-Aid, Inc.

CONTRACT TOTAL VALUE: \$ 400,000 **Grant Funded** Yes ☒ No ☐
If yes, what is the grant number: M-23&24-MC-0219

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

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

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

HOME Community Housing Development Organization (CHDO) Affordable Housing. As a sole-source provider, being the City's only certified CHDO, Elder Aid, Inc. was selected to receive funding. HOME funds are available in the 2025 Community Development Budget.

*(If required)**
CRC Approval Date*: 7/22/2021 **Council Approval Date*:** **Agenda Item No*:**

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

Insurance Certificates: **Performance Bond:** **Payment Bond:** **Info Tech:**

SIGNATURES RECOMMENDING APPROVAL

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

9/15/2025
DATE

 ASST CITY MGR – CFO DATE

 LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

 CITY MANAGER DATE

 MAYOR (if applicable) DATE

 CITY SECRETARY (if applicable) DATE

**CITY OF COLLEGE STATION
HOME INVESTMENT PARTNERSHIP FUNDING AGREEMENT**

**ARTICLE I
PARTIES**

1.01 This HOME Allocation of Funding Agreement (the “Agreement”) is between the **City of College Station** (“City”), a **Texas Home Rule Municipal Corporation**, and ELDER-AID, INC. (“Sub-Recipient”), a Texas Non-Profit Corporation (collectively referred to as the “Parties”).

**ARTICLE II
AGREEMENT PERIOD**

2.01 This Agreement will terminate on September 25, 2027, unless extended by a written agreement. This Agreement will remain valid throughout the “Period of Affordability” as defined in 22.02.

**ARTICLE III
SUB-RECIPIENT PERFORMANCE**

3.01 Sub-Recipient shall complete at least one Project consisting of the acquisition and rehabilitation of 1205-1207 Georgia Street, College Station, TX 77840, and provide no less than two (2) affordable units to be rented to elderly households at or below 60% Area Median Income (AMI) (“Project” or “Projects”) in the City of College Station in accordance with the HOME INVESTMENT PARTNERSHIPS ACT, 42 U.S.C. § 12701 (THE ACT) and the implementing regulations, 24 C.F.R. PART 92, and the HOME INVESTMENT PARTNERSHIPS PROGRAM RULES.

3.02 Sub-Recipient shall perform the Project and all activities in accordance with the terms of the performance statement hereto incorporated here as **Exhibit A**, (“Performance Statement”); the budget hereto incorporated here as **Exhibit B**, (“Budget”); the project implementation schedule hereto incorporated here as **Exhibit C**, (“Project Implementation Schedule”); the applicable laws and regulations hereto incorporated here as **Exhibit D**, (“Applicable Laws and Regulations”); the certifications hereto incorporated here as **Exhibit E**, (“Certifications”); the insurance requirements and certificates of insurance hereto incorporated here as **Exhibit F** (“Insurance Requirements and Certificates of Insurance”), the assurances, covenants, warranties, certifications, and all other statements made by Sub-Recipient in its application for the project funded under this Agreement; and with all other terms, provisions, and requirements set forth in this Agreement.

3.03 In the event the affordability requirements of 24 C.F.R. § 92.254 are not satisfied by Sub-Recipient hereunder, Sub-Recipient shall bear ultimate responsibility for repayment of HOME funds to the City.

3.04 In the event that there is program income, repayments, or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503, as outlined in the Performance Statement, “**Exhibit A**”.

3.05 If applicable, Sub-Recipient agrees that all prospective purchasers of housing funded under this Agreement will comply with the City of College Station Down Payment Assistance Program (DAP) guidelines.

ARTICLE IV PAYMENT AND CITY OBLIGATIONS

4.01 Project Costs. In consideration of full and satisfactory performance of the activities referred to in Article V of this Agreement, City may reimburse for actual and reasonable costs up to the amount of FOUR HUNDRED THOUSAND and 00/100 DOLLARS (\$400,000.00) that will be paid from the Fiscal Year 23 & 24 Community Development Budget (HUD Grant Year 22 & 23). These costs incurred by Sub-Recipient during the Agreement Period for performances rendered under this Agreement by Sub-Recipient are subject to the limitations set forth in this Article IV.

- (a) The Parties agree that City's obligations to meet City's liabilities under Article IV of this Agreement are contingent upon the actual receipt of adequate local or federal funds. If adequate funds are not available to make payments under this Agreement, the City shall notify Sub-Recipient in writing within a reasonable time after it is determined funds are not available. The City shall then terminate this Agreement and will not be liable for failure to make payments to Sub-Recipient under this Agreement.
- (b) City shall not be liable to Sub-Recipient for any costs incurred by Sub-Recipient, or any portion thereof, which have been paid to Sub-Recipient or which are subject to payment to Sub-Recipient, or which have been reimbursed to Sub-Recipient, or are subject to reimbursement to Sub-Recipient, by any source other than City or Sub-Recipient.
- (c) City shall not be liable to Sub-Recipient for any costs incurred by Sub-Recipient which are not eligible project costs, as set forth in 24 C.F.R. § 92.206(A) and Article VI of this Agreement. Funds provided under this Agreement shall not be used nor shall City be liable for payment of costs associated directly or indirectly incurred because of prohibited activities as defined in 24 C.F.R. § 92.214.
- (d) City shall not be liable to Sub-Recipient for any costs incurred by Sub-Recipient or for any performances rendered by Sub-Recipient which are not strictly in accordance with the terms of this Agreement, including the terms of the Exhibits of this Agreement.
- (e) City shall not be liable for costs incurred or performance rendered by Sub-Recipient before commencement or after termination of this Agreement.

4.02 Limit of Liability

- (a) **Notwithstanding any other provision of this Agreement, the total of all payments and other obligations incurred by City under this Agreement shall under no circumstances exceed**

FOUR HUNDRED THOUSAND _____ and 00 /100 Dollars,
(\$ 400,000.00), from the HUD Grant Year 22 & 23 Budget.

Article V DISBURSEMENT OF FUNDS

5.01 City shall pay costs incurred which it determines are eligible in its sole discretion and which are properly submitted under this Agreement in accordance with the requirements of 24 C.F.R. § 92.502. Sub-Recipient may not request disbursement of funds under this Agreement until the funds are needed for payment of eligible costs. The amount of each request must be limited to the amount of money needed to pay eligible costs actually incurred and may not include amounts for prospective or future needs.

5.02 Any and all Program Income as defined by 24 C.F.R. § 84.2 must be disbursed by Sub-Recipient prior to requesting a disbursement of funds from the City.

5.03 The Parties agree that City's obligations to make payments under this Agreement are contingent upon Sub-Recipient's full and satisfactory performance of its obligations under this Agreement. City reserves the right to recover, recapture or offset funds paid under this Agreement in the event City determines Sub-Recipient will be unable to commit or expend funds within the prescribed time, as determined by the City. Sub-Recipient agrees to refund to the City all funds that the City in its sole discretion determines to have been used for ineligible or unapproved purposes. Such refunds will be made within thirty (30) days of notification by the City of the ineligible expenditure.

ARTICLE VI UNIFORM ADMINISTRATIVE REQUIREMENTS

6.01 Sub-Recipient shall comply with the requirements of 24 C.F.R. 200, including utilization of adequate internal controls, as modified by 24 C.F.R. §92.505.

ARTICLE VII RETENTION AND ACCESSIBILITY OF RECORDS

7.01 Sub-Recipient must establish and maintain sufficient records, including those listed under 24 C.F.R. § 92.508. The sufficiency of the records will be determined by City.

7.02 All records pertinent to this Agreement shall be retained by Sub-Recipient for five calendar years after the Period of Affordability, specified in Section 22.02, has expired with the following are exceptions:

- (a) If any litigation, claim or audit is started before the expiration of the five-year period and extends beyond the five-year period, the records will be maintained until all litigation, claims or audit findings involving the records have been finally resolved, including all legal and administrative appeals.

- (b) Records covering displacement and acquisitions must be retained for at least five years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 24 C.F.R. § 92.353.

7.03 Sub-Recipient shall give HUD, the Comptroller General of the United States, the City of College Station, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Sub-Recipient pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Sub-Recipient. Sub-Recipient agrees to maintain such records in a location accessible to the above-named persons and entities.

7.04 Sub-Recipient shall require the substance of this Article VII to be included in all subcontracts for the use of funds under this Agreement.

7.05 Sub-Recipient must provide citizens, public agencies, and other interested parties with reasonable access to records consistent with the TEXAS PUBLIC INFORMATION ACT.

ARTICLE VIII REPORTING REQUIREMENTS

8.01 Sub-Recipient shall submit to City such reports on the operation and performance of this Agreement as may be required by City including, but not limited to the reports specified in this Article VIII.

8.02 Sub-Recipient shall provide City with all reports necessary for City's compliance with 24 C.F.R. §§ 92.508, 92.509 and 24 C.F.R. SUBPART K or any other applicable statute, law or regulation. Sub-Recipient agrees to furnish the City with information on program participants, including: income verifications, race, ethnicity, age, sex, family status, disability status and head-of-household status.

8.03 Sub-Recipient will report any project or program delays or modifications and await City approval before proceeding.

8.04 Sub-Recipient will also report any instances of client fraud or program abuse to the City. Sub-Recipient agrees to meet with the City to discuss progress or concerns as the need arises and at the City's request.

8.05 Sub-Recipient agrees to report on a semi-annual basis to the City on program or project status. This must be a written report of the status on recently completed, ongoing, and pre-approved programs or projects and must include information for the reporting period to include the status on: applicant approvals/denials; projects/programs approved; fund disbursements; project bidding information; property sales; contractor/subcontractors utilization to include: race, sex, ethnicity, addresses, social security numbers and amounts billed and paid; use of program income, repayments, and recaptured funds; and other information as specified by the City.

8.06 In addition to the limitations on liability otherwise specified in this Agreement, it is expressly understood and agreed by the Parties hereto that if Sub-Recipient fails to submit to City in a timely and satisfactory manner any report required by this Agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Sub-Recipient hereunder. If City withholds such payments, it shall notify Sub-Recipient in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by City until such time as Sub-Recipient fully cures or performs any and all delinquent obligations identified as the reason funds are withheld.

ARTICLE IX MONITORING

9.01 The City reserves the right to carry out regular and periodic field inspections to ensure compliance with the requirements of this Agreement. After each monitoring visit, City shall provide Sub-Recipient with a written report of the monitor's findings. If the monitoring reports note deficiencies in Sub-Recipient's performances under the terms of this Agreement, the monitoring report shall include requirements for the timely correction of such deficiencies by Sub-Recipient. Failure by Sub-Recipient to take action specified in the monitoring report may be cause for suspension or termination of this Agreement, as provided in Article XVIII and XIX of this Agreement.

ARTICLE X INDEPENDENT CONTRACTOR

10.01 In all activities or services performed hereunder, the Sub-Recipient is an independent contractor and not an agent or employee of the City. The Sub-Recipient, as an independent contractor, shall be responsible for the final product contemplated under this Agreement. The Sub-Recipient shall supply all materials, equipment and labor required for the execution of the work on the Project. The Sub-Recipient shall have ultimate control over the execution of the work under this Agreement. The Sub-Recipient shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees, volunteers and subcontractors, and the City shall have no control of or supervision over the employees or volunteers of the Sub-Recipient or any of the Sub-Recipient's subcontractors except to the limited extent provided for in this Agreement.

10.02 The Sub-Recipient shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the work and fulfillment of this Agreement. The subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Sub-Recipient from its obligations to the City under this Agreement. The Sub-Recipient shall appoint and keep on the Project during the progress of the work a competent Project Manager and any necessary assistants, all satisfactory to the City, to act as the Sub-Recipient's representative and to supervise its employees and subcontractors. Adequate supervision by competent and reasonable representatives of the Sub-Recipient is essential to the proper performance of the work, and lack of such supervision shall be grounds for suspending the operations of the Sub-Recipient and is a breach of this Agreement.

10.03 Unless otherwise stipulated, the Sub-Recipient shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the work by the Sub-Recipient. It shall be the responsibility of the Sub-Recipient to furnish a completed work product that meets the requirements of the City.

10.04 Any injury or damage to the Sub-Recipient or the Project caused by an act of God, natural cause, a party or entity not privy to this Agreement, or other force majeure shall be assumed and borne by the Sub-Recipient.

10.05 By entering into this Agreement, City and Sub-Recipient do not intend to create a joint enterprise.

ARTICLE XI INDEMNIFICATION AND RELEASE

11.01 SUB-RECIPIENT SHALL PROTECT, DEFEND, HOLD HARMLESS AND INDEMNIFY THE CITY FROM ANY AND ALL CLAIMS, DEMANDS, EXPENSES, LIABILITY OR CAUSES OF ACTION FOR INJURY TO ANY PERSON, INCLUDING DEATH, AND FOR DAMAGE TO ANY PROPERTY, TANGIBLE OR INTANGIBLE, OR FOR ANY BREACH OF CONTRACT ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THE WORK DONE BY ANY PERSON UNDER THIS AGREEMENT. IT IS THE INTENT OF THE PARTIES THAT THIS PROVISION SHALL EXTEND TO, AND INCLUDE, ANY AND ALL CLAIMS, CAUSES OF ACTION OR LIABILITY CAUSED BY THE CONCURRENT, JOINT AND/OR CONTRIBUTORY NEGLIGENCE OF THE CITY, AN ALLEGED BREACH OF AN EXPRESS OR IMPLIED WARRANTY BY THE CITY OR WHICH ARISES OUT OF ANY THEORY OF STRICT OR PRODUCTS LIABILITY.

11.02 The indemnifications contained in section 11.01 shall include, but not be limited to the following specific instances:

- (a) In the event the City is damaged due to the act, omission, mistake, fault or default of the Sub-Recipient, then the Sub-Recipient shall indemnify and hold harmless and defend the City for such damage.**
- (b) The Sub-Recipient shall indemnify and hold harmless and defend the City from any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.**
- (c) The Sub-Recipient shall indemnify and hold harmless and defend the City from any and all injuries to or claims of adjacent property owners caused by the Sub-Recipient, its agents, employees, and representatives.**
- (d) The Sub-Recipient shall be responsible for any damage to the building caused by the Sub-Recipient's personnel or equipment during installation.**
- (e) The Sub-Recipient shall be responsible for the removal of all related debris.**

- (f) The Sub-Recipient shall be responsible for subcontractors hired by it.
- (g) The Sub-Recipient shall indemnify, hold harmless, and defend the City from any liability caused by the Sub-Recipient's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

11.03 The indemnification obligations of the Sub-Recipient under this section shall not extend to include the liability of any professional engineer, the architect, their consultants, and agents or employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the professional engineer, the architect, their consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

11.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Section 11.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

11.05 RELEASE. The Sub-Recipient assumes full responsibility for the work to be performed hereunder, and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person (whether employees of either party or other third parties) and any loss of or damage to any property (whether property of either of the parties hereto, their employees, or of third parties) that is caused by or alleged to be caused by, arising out of, or in connection with the Sub-Recipient's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance, and in the event of injury, death, property damage, or loss suffered by the Sub-Recipient, any subcontractor, or any person or organization directly or indirectly employed by any of them to perform or furnish work on the Project, this release shall apply regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

11.06 BY ENTERING INTO THIS AGREEMENT THE CITY DOES NOT WAIVE ITS GOVERNMENTAL IMMUNITY OR THE LIMITATIONS AS TO DAMAGES CONTAINED IN THE TEXAS TORT CLAIMS ACT OR CONSENT TO SUIT.

ARTICLE XII INSURANCE

12.01 INSURANCE The Sub-Recipient shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Sub-Recipient, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached as **Exhibit F**.

During the term of this Agreement Contractor's (Sub-Recipient) insurance policies shall meet the minimum requirements of this section:

12.02 Types. Sub-Recipient shall have the following types of insurance:

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

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

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

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

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement naming the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain

- (c) Limits of liability must be equal to or greater than \$500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of \$1,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance
- (e) The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

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

12.06 Workers' Compensation/Employer's Liability Insurance. Workers Compensation/Employer's Liability insurance shall include the following terms:

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

ARTICLE XIII SUBCONTRACTS

13.01 Except for subcontracts to which the federal labor standards requirements apply, Sub-Recipient may not subcontract for performances of any obligation required or described in this Agreement without obtaining City's prior written approval. Sub-Recipient shall only subcontract

for performance obligations required or described in this Agreement to which the federal labor standards requirements apply after Sub-Recipient has submitted a Subcontractor utilization form, as specified by City, for each such proposed subcontract and Sub-Recipient has obtained City's prior written approval, based on the information submitted, of Sub-Recipient's intent to enter into such proposed subcontract. Sub-Recipient, in subcontracting for the performance of any obligation required as described in this Agreement, expressly understands that in entering into such subcontracts, City is in no way liable to Sub-Recipient's subcontractor(s).

13.02 In no event shall any provision of this Article XII, specifically the requirement that Sub-Recipient obtain City's prior written approval of a subcontractor's eligibility, be construed as relieving Sub-Recipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Agreement, as if such performances rendered were rendered by Sub-Recipient. City's approval under Article XII does not constitute adoption, ratification, or acceptance of Sub-Recipient's or subcontractor's performance hereunder. City maintains the right to insist upon Sub-Recipient's full compliance with the terms of this Agreement, and by the act of approval under Article XII, City does not waive any rights or remedies which, may exist or which may subsequently accrue to City under this Agreement.

13.03 Sub-Recipient shall comply with all applicable federal, state, and local laws, regulations, and ordinances for making procurement under this Agreement.

13.04 Sub-Recipient shall submit a subcontractor utilization report prior to beginning work and prior to hiring any additional subcontractors.

ARTICLE XIV CONFLICT OF INTEREST

14.01 No person who (a) is an employee, agent, consultant, officer or elected or appointed official of City or of any applicant that receives funds and who exercises or has exercised any functions or responsibilities with respect to activities assisted with funds provided under this Agreement or (b) who is in a position to participate in a decision-making process or gain inside information with regard to such activities may obtain a personal or financial interest or benefit from a HOME assisted activity, or have an interest in any Agreement, subcontract or Agreement (or the proceeds thereof) with respect to a HOME assisted activity either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. Sub-Recipient shall ensure compliance with applicable provisions under 24 C.F.R. §§ 84.40 - 84.48 and OMB Circular A-110 in the procurement of property and services.

ARTICLE XV NONDISCRIMINATION AND SECTARIAN ACTIVITY

15.01 Equal Opportunity. Sub-Recipient shall ensure that no person shall on the grounds of race, color, religion, sex, handicap, family status, age, or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds provided under this Agreement. In addition, funds provided under

this Agreement must be made available in accordance with the requirements of Section 3 of the HOUSING AND URBAN DEVELOPMENT ACT OF 1968 (12 USC 1701(u)) that:

- (a) To the greatest extent feasible, opportunities for training and employment arising in connection with the planning and carrying out of any project assisted with HOME funds provided under this Agreement be given to low-income persons residing within the general local government area in which the project is located; and
- (b) To the greatest extent feasible, Agreements for work to be performed in connection with any such project be awarded to business concerns, including, but not limited to, individuals or firms doing business in the field of planning, consulting, design, architecture, building construction, rehabilitation, maintenance, or repair, which are located in or owned in substantial part by persons residing in the same metropolitan area or non-metropolitan area as the project.

15.02 Faith-based activities. Organization that are religious or faith-based are eligible, on the same basis as any other organization, to participate in HOME program in accordance with the requirement of 24 C.F.R. § 92.257.

ARTICLE XVI LEGAL AUTHORITY

16.01 Sub-Recipient assures and guarantees that Sub-Recipient possesses the legal authority to enter into this Agreement, to receive funds authorized by this Agreement, and to perform the services Sub-Recipient has obligated itself to perform hereunder.

16.02 The person or persons signing and executing this Agreement on behalf of Sub-Recipient, or representing themselves as signing and executing this Agreement on behalf of Sub-Recipient, do hereby warrant and guarantee that he, she or they have been duly authorized by Sub-Recipient to execute this Agreement on behalf of Sub-Recipient and to validly and legally bind Sub-Recipient to all terms, performances, and provisions herein set forth.

16.03 Sub-Recipient shall not employ, award Agreement to, or fund any person that has been debarred, suspended, proposed for debarment, or placed on ineligibility status by U.S. Department of Housing and Urban Development. In addition, City shall have the right to suspend or terminate this Agreement if Sub-Recipient is debarred, suspended, proposed for debarment, or ineligible to participate in the HOME Program.

ARTICLE XVII LITIGATION AND CLAIMS

17.01 Sub-Recipient shall give City immediate notice in writing of a) any action, including any proceeding before an administrative agency, brought or filed against Sub-Recipient in connection with this Agreement; and b) any claim against Sub-Recipient. Except as otherwise directed by City, Sub-Recipient shall furnish immediately to City copies of all documents received by Sub-

Recipient with respect to such action, proceeding, or claim.

ARTICLE XVIII CHANGES AND AMENDMENTS

18.01 Except as specifically provided otherwise in this Agreement, any alterations, additions, or deletions to the terms of this Agreement shall be by amendment hereto in writing and executed by both the Parties to this Agreement.

18.02 It is understood and agreed by the Parties hereto that any performance under this Agreement must be rendered in accordance with the Act, the regulations promulgated under the Act, the assurances and certifications made to City by Sub-Recipient, and the assurances and certifications made to the United States Department of Housing and Urban Development by the City with regard to the operation of the HOME Program.

18.03 Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or state law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulations. All other amendments to the Agreement must be in writing and signed by both Parties, except as provided in paragraphs 17.02 and 17.03.

ARTICLE XIX SUSPENSION

19.01 In the event Sub-Recipient fails to comply with any term of this Agreement, City may, upon written notification to Sub-Recipient, suspend this Agreement in whole or in part and withhold further payments to Sub-Recipient, and prohibit Sub-Recipient from incurring additional obligations of funds under this Agreement.

ARTICLE XX TERMINATION

20.01 The City may terminate this Agreement in whole or in part, in accordance with 24 C.F.R. § 85.43 and this Article or as provided in this Agreement. In the event Sub-Recipient materially fails as determined by City, to comply with any term of this Agreement, whether stated in a Federal statute or regulation, an assurance, in a City plan or application, a notice of award, or elsewhere, City may take one or more of the following actions:

- (a) Temporarily withhold cash payments pending correction of the deficiency or default by the Sub-Recipient.
- (b) Disallow all or part of the cost of the activity or action not in compliance; and require immediate repayment of such disallowed costs.
- (c) Withhold further HOME awards from Sub-Recipient.
- (d) Exercise other rights and remedies that may be legally available as determined by the City to comply with the terms of this Agreement.

- (e) City may terminate this Agreement for convenience in accordance with 24 C.F.R. §85.44.

ARTICLE XXI AUDIT

21.01 Unless otherwise directed by City, Sub-Recipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Agreement, subject to the following conditions and limitations:

- (a) Sub-Recipient shall have an audit made in accordance with 24 C.F.R. § 92.506, THE SINGLE AUDIT ACT OF 1984, 31 U.S.C. 7501, and Subpart F of 2 C.F.R. 200., for any of its fiscal years included within the agreement Period, in which Sub-Recipient receives more than \$300,000.00 in federal financial assistance provided by a federal agency in the form of grants, agreements, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, but does not include direct federal cash assistance to individuals. The term includes awards of federal financial assistance received directly from federal agencies, or indirectly through other units of State and local government;
- (b) At the option of Sub-Recipient, each audit required by this Article may cover either Sub-Recipient's entire operations or each department, agency, or establishment of Sub-Recipient which received, expended, or otherwise administered federal funds;
- (c) Notwithstanding paragraphs 4.01(c) and (d), Sub-Recipient shall utilize operating expense funds budgeted under this Agreement to pay for that portion of the cost of such audit services properly allocable to the activities funded by City under this Agreement, provided however that City shall not make payment for the cost of such audit services until City has received the complete and final audit report from Sub-Recipient;
- (d) Unless otherwise specifically authorized by City in writing, Sub-Recipient shall submit the complete and final report of such audit to City within thirty (30) days after completion of the audit, but no later than one (1) year after the end of each fiscal period included within the period of this Agreement. Audits performed under Subsection A of this Article XXI are subject to review and resolution by City or its authorized representative.
- (e) As part of its audit, Sub-Recipient shall verify expenditures according to the Budget attached as **Exhibit B**.

21.02 Notwithstanding 20.01 City reserves the right to conduct an annual financial and compliance audit of funds received and performances rendered under this Agreement. Sub-Recipient agrees to permit City or its authorized representative to audit Sub-Recipient's records and to obtain any documents, materials, or information necessary to facilitate such audit.

21.03 Sub-Recipient understands and agrees that it shall be liable to City for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Agreement. Sub-

Recipient further understands and agrees that reimbursement to City of such disallowed costs shall be paid by Sub-Recipient from funds which were not provided or otherwise made available to Sub-Recipient under this Agreement.

21.04 Sub-Recipient shall take all necessary actions to facilitate the performance of such audit or audits conducted pursuant to this Article XXI as City may require of Sub-Recipient

21.05 All approved HOME audit reports shall be made available for public inspection within 30 days after completion of the audit.

ARTICLE XXII ENVIRONMENTAL CLEARANCE REQUIREMENTS

22.01 Sub-Recipient understands and agrees that by the execution of this Agreement, City shall assume the responsibilities for environmental review, decision making, and other action which would otherwise apply to City in accordance with and to the extent specified in 24 C.F.R., PARTS 50 AND 58. In accordance with 24 C.F.R. § 58.77(b), Sub-Recipient further understands and agrees that City shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

22.02 Funds provided under this Agreement may not be obligated and expended before the actions specified in this Article occur. Any Real Estate Purchase Option Agreement must include the following language: "This option is contingent upon satisfactory completion of an environmental review under 24 C.F.R. Part 58. The parties agree that the provision of any funds to the project is conditioned on the City's determination to proceed with, modify, or cancel the project based on the results of the environmental review."

22.03 City shall prepare and maintain a written Environmental Review Record for this project in accordance with 24 C.F.R. PART 58 to ensure compliance with the NATIONAL ENVIRONMENTAL POLICY ACT (NEPA). Sub-Recipient must also maintain a copy of the Environmental Review Record in Sub-Recipient's project file. City must comply with all other applicable environmental requirements as specified in **Exhibit D** of this Agreement. City shall document its compliance with such other requirements in its environmental review file.

ARTICLE XXIII SPECIAL CONDITIONS

23.01 Certification. City shall not release any funds for any costs incurred by Sub-Recipient under this Agreement until City has received certification from Sub-Recipient that its fiscal control and fund accounting procedures are adequate to assure the proper disbursement of and accounting for funds provided under this Agreement. City shall specify the content and form of such certification.

23.02 Affordability. Funds provided under this Agreement must meet the affordability requirement of 24 C.F.R. § 92.254 and the HOME rules as applicable. The period of affordability is based upon the total amount of HOME funds subject to recapture described in 24 C.F.R. § 92.254 (a) (5) (ii) (A) (5). The City shall reduce HOME investment amount to be recaptured by Sub-

Recipient on a pro-rata basis for the time the unit is in compliance with 24 C.F.R. § 92.254 and the HOME rules as applicable.

Home Funds Subject to Recapture	Affordability Period
< \$15,000	5 years
\$15,000 - \$40,000	10 years
> \$40,000	15 years

23.03 Recapture. The HOME investment that is subject to recapture is based on the amount of HOME assistance that enabled the homebuyer to buy the dwelling unit. This includes any HOME assistance that reduced the purchase price from fair market value to an affordable price. The cost of construction is not considered in this calculation. Recaptured funds will include the amount provided through the City's Down Payment Assistance Program and the Sub-Recipient's subsidy to the homebuyer equaling the difference between the fair market value and the sales price of the home. Sub-Recipient agrees that Sub-Recipient's recaptured funds, including all interest and any other return on the investment of HOME funds, will be made to City pro-rata. The formula for Sub-Recipient's recaptured funds is the funds received which are subject to recapture divided by the number of months in the period of affordability multiplied by the number of months that a home is not operated in accordance with the affordability requirement.

23.04 Property Standards. Sub-Recipient shall ensure that all housing assisted with funds provided under this Agreement shall meet the requirements of 24 C.F.R. § 92.251 for the duration of this Agreement.

23.05 Affirmative Marketing. Should funds from this Agreement be used in the construction of five (5) or more dwelling units, Sub-Recipient shall adopt Affirmative Marketing procedures and requirements. The Affirmative Marketing procedures and requirements shall include, but need not be limited to, those specified in 24 C.F.R. § 92.351. City will assess the efforts of the Sub-Recipient during the marketing of the units by use of compliance certification. Where a Sub-Recipient fails to follow the Affirmative Marketing procedures and requirements, corrective actions shall include extensive outreach efforts to appropriate contacts to achieve the occupancy goals or other sanctions the City may deem necessary. Sub-Recipient must provide City with an annual assessment of the Affirmative Marketing program of the development, if an Affirmative Marketing program is required under this section. The assessment must include:

- (a) Method used to inform the public and potential residents about Federal Fair Housing laws and Affirmative Marketing policy. Sub-Recipient's advertising of housing must include the Equal Housing Opportunity logo or statement. Advertising media may include newspaper, radio, television, brochures, leaflets, or signage. Sub-Recipient may wish to use community organizations, places of worship, employment centers, fair housing groups, housing counseling agencies, social service centers or medical service centers as resources for this outreach.

- (b) Records describing actions taken by the Sub-Recipient to affirmatively market housing and records to assess the results of these actions. Sub-Recipient must maintain a file containing all marketing efforts (i.e. copies of newspapers ad, memos of phone calls, copies of letters) to be available for inspection at least annually by City.
- (c) Sub-Recipient shall solicit applications for housing from persons in the housing market who are least likely to apply for housing without benefit of special outreach efforts. In general, persons who are not of the race/ethnicity of the residents of the neighborhood in which the housing is located shall be considered those least likely to apply.
- (d) Sub-Recipient shall maintain a listing of all residents residing in each home through the end of the compliance period.
- (e) The Sub-Recipient will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps shall include: Placing qualified small and minority businesses and women's business enterprises on solicitation lists; Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises; Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in the preceding paragraph.

23.06 Enforcement of Affordability. Sub-Recipient and City shall provide legally enforceable agreements consisting of a Real Estate Lien Note and Deed of Trust, containing remedies adequate to enforce the affordability requirements of 24 C.F.R. § 92.254, as applicable, for each activity assisted under this Agreement, to be recorded in the real property records of Brazos County. Funds recaptured because housing no longer meets the affordability requirements under 24 C.F.R. § 92.254(a)(5) are subject to the requirements of 24 C.F.R. § 92.503. Sub-Recipient must provide along with the other legal instruments an Agreement of Affordability.

23.07 Reversion of Assets. Upon termination of this Agreement, all funds remaining on hand on the date of termination and all accounts receivable attributable to the use of funds received under this Agreement shall revert to City. Sub-Recipient shall return these assets to City within seven (7) days after the date of termination.

23.08 Flood Hazards. Funds provided under this Agreement may not be used in connection with acquisition, rehabilitation, or construction of a development located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards.

23.09 Fair Housing. Sub-Recipient participating in the HOME program shall use affirmative fair housing marketing practices in determining eligibility and concluding all transactions. These requirements apply to all projects of five (5) or more units. Each participating entity must affirmatively further fair housing in accordance with 24 C.F.R. § Part 100.

23.10 Displacement, Relocation, and Acquisition. Sub-Recipient must ensure that it has taken all reasonable steps to minimize the displacement of persons (families, business and nonprofit organizations) as a result of a project assisted with funds provided under this Agreement. Sub-Recipient must comply with the applicable provisions of 24 C.F.R. 92.353, 49 C.F.R. Part 24, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601-4655).

23.11 Property Standards. Sub-Recipient shall ensure that all housing assisted with funds provided under this Agreement (1) shall meet the lead-based paint requirements in 24 C.F.R. § 92.355 upon project completion and (2) shall meet the requirements of 24 C.F.R. § 92.355 for the duration of this Agreement.

23.12 All documents necessary for the conveyance of real property, pursuant to the agreement, must be approved, prior to execution, by the City. (i.e. deeds, notes, Deed of Trust, etc.)

23.13 Funding under this Agreement is contingent upon Sub-Recipient meeting all terms, conditions of this Agreement.

23.14 This Agreement and the performance hereunder may not be assigned without the express written consent of City.

23.15 This Agreement is binding on Sub-Recipient's assigns and successors-in-interest.

ARTICLE XXIV ORAL AND WRITTEN AGREEMENTS

24.01 All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

24.02 The attachments enumerated and denominated below are hereby made a part of this Agreement, and constitute promised performances by Sub-Recipient in accordance with Article III of this Agreement.

ARTICLE XXV VENUE

25.01 For purposes of litigation pursuant to this Agreement, venue shall lie in Brazos County, Texas

ARTICLE XXVI
COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

26.01 Sub-Recipient shall comply with all federal, state and local laws, statutes, ordinances, rules, regulations, orders and decrees of any court or administrative body or tribunal related to the activities and performances of Sub-Recipient under this Agreement. Upon request by City, Sub-Recipient shall furnish satisfactory proof of its compliance herein.

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

- (a) Boycott Israel. If this Agreement is for goods and services subject to § 2270.002 Texas Government Code, Sub-Recipient verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Agreement;
- (b) Boycott Firearms. If this Agreement is for goods and services subject to § 2274.002 Texas Government Code, Sub-Recipient verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code, Sub-Recipient herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

List of Exhibits

- A. Performance Statement
- B. Budget
- C. Project Implementation Schedule
- D. Applicable Laws and Regulations
- E. Certifications
- F. Insurance Certificates

ELDER-AID, INC.

CITY OF COLLEGE STATION

By: James C Thomas

Printed Name: JAMES C THOMAS

Title: Pres, BOD

Date: 9/15/25

By: _____

City Manager

Date: _____

APPROVED:

City Attorney

Date: _____

Assistant City Manager/CFO

Date: _____

EXHIBIT A
PERFORMANCE STATEMENT

1. Sub-Recipient is awarded up to \$ 400,000.00 from the City of College Station FY 23 & 24 (HUD Grant Year 22 & 23) HOME Investment Partnerships Program. These funds must be used for at least one Project consisting of the acquisition and rehabilitation of 1205-1207 Georgia Street, College Station, TX 77840, and provide no less than two (2) affordable units to be rented to elderly households at or below 60% Area Median Income (AMI).

2. **All construction shall be of a design approved by the City. The exterior of the Project must be a minimum of 25% brick and must have a garage or accessory storage structure of at least sixty four (64) square feet if lot size permits. All homes must meet deed restriction requirements and meet the characteristics of the neighborhood. All homes must be inspected and approved by City staff.**
3. A detailed Project Budget and cost breakdown shall be submitted by the Sub-Recipient to the City for review of each project for a cost or price analysis prior to the start of the project.
4. A final budget shall be submitted with HOME close-out information at the end of each project showing total costs and funding sources.
5. All work must be in compliance with current City of College Station Building Codes. Sub-Recipient shall dedicate all easements required by City including blanket easements which shall be substituted with as-built easements for all City utilities. All Projects must be substantially completed within one (1) year of the date of this Agreement.
6. All required permits must be obtained prior to any work commencing. All required inspections must be performed by the City of College Station Building Inspectors.
7. Sub-Recipient must provide written notification of all subcontractors to City.
8. Upon completion of such construction Sub-Recipient must submit a copy of all receipts paid. At that point, the City will have 30 days to make payment on said receipts, not to exceed maximums established in **Exhibit B, Budgets**.
9. Within six (6) months from issuance of the Certificate of Occupancy, said HOME unit must be occupied by an eligible resident. Sub-Recipient is not prohibited from conducting a background check on credit history or criminal history.
10. Any program income, recaptured funds, or repayment of any funds must be immediately returned to the City of College Station. In the event that there is program income, repayments, and/or recaptured funds, the funds must be used in accordance with the requirements of 24 C.F.R. § 92.503. Recaptured funds will be subject to 24 C.F.R. § 92.254 (a)(5)(ii)(A)(2) reduced during affordability period, prorated monthly.

**EXHIBIT B
BUDGET**

SOURCES OF FUNDS:

Maximum Proceeds of grant under the agreement	<u>\$400,000.00</u>
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USES OF FUNDS:

Acquisition Costs (Land, Building).....	\$270,000.00
Site Preparation Costs.....	\$0.00
Infrastructure Costs.....	\$0.00
Construction / Rehabilitation Costs.....	\$75,000.00
Financing Costs.....	\$0.00
Professional Fees (Architect, Engineering, Legal, etc.).....	\$0.00
Developer Fees.....	\$30,000.00
Other Soft Costs (Title, Appraisal, Taxes, Insurance).....	\$5,000.00
Relocation Funds (if needed).....	\$20,000.00
 Total.....	 \$400,000.00

EXHIBIT C
PROJECT IMPLEMENTATION SCHEDULE

AGREEMENT START DATE: September 25, 2025

AGREEMENT END DATE: September 25, 2027

Construction Phase – Construction for this Project is scheduled to begin within one year of property acquisition with completion and certificate of occupancy date for all projects no later than September 25, 2027. The issuance of a building permit will constitute start of construction.

EXHIBIT D
THE APPLICABLE LAWS AND REGULATIONS

Sub-Recipient shall comply with all federal, state, and local laws and regulations applicable to the activities and performances rendered by Sub-Recipient under this Agreement including but not limited to the laws, and the regulations specified in Section I through VI of this Exhibit D.

I. CIVIL RIGHTS

- THE FAIR HOUSING ACT (42 U.S.C. 3601-20) AND IMPLEMENTING REGULATIONS AT 24 C.F.R. PART 100; EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259 (3 C.F.R., 1958-1963 COMP., P. 652 AND 3 C.F.R., 1980 COMP., P. 307) (EQUAL OPPORTUNITY IN HOUSING) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 107; AND TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. 2000D) (NONDISCRIMINATION IN FEDERALLY ASSISTED PROGRAMS) AND IMPLEMENTING REGULATIONS ISSUED AT 24 C.F.R., PART 1;
- EXECUTIVE ORDER 11063, AS AMENDED BY EXECUTIVE ORDER 12259, AND 24 C.F.R. PART 107, "NONDISCRIMINATION AND EQUAL OPPORTUNITY IN HOUSING UNDER EXECUTIVE ORDER 11063". THE FAILURE OR REFUSAL OF SUB-RECIPIENT TO COMPLY WITH THE REQUIREMENTS OF EXECUTIVE ORDER 11063 OR 24 C.F.R., PART 107 SHALL BE A PROPER BASIS FOR THE IMPOSITION OF SANCTIONS SPECIFIED IN 24 C.F.R. 107.60;
- THE PROHIBITION AGAINST DISCRIMINATION ON THE BASIS OF AGE UNDER THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C. 6101-07) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 146, AND THE PROHIBITIONS AGAINST DISCRIMINATION AGAINST HANDICAPPED INDIVIDUALS UNDER SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C. 794) AND IMPLEMENTING REGULATIONS AT 24 C.F.R., PART 8;
- THE REQUIREMENTS OF EXECUTIVE ORDER 11246 (3 C.F.R. 1964-65, COMP., P. 339) (EQUAL EMPLOYMENT OPPORTUNITY) AND THE IMPLEMENTING REGULATIONS ISSUED AT 41 C.F.R., CHAPTER 60.
- THE REQUIREMENTS OF 24 C.F.R. 92.351 (MINORITY OUTREACH), EXECUTIVE ORDERS 11625 AND 12432 (CONCERNING MINORITY BUSINESS ENTERPRISE), AND 12138 (CONCERNING WOMEN'S BUSINESS ENTERPRISE). CONSISTENT WITH HUD'S RESPONSIBILITIES UNDER THESE ORDERS, SUB-RECIPIENT MUST MAKE EFFORTS TO ENCOURAGE THE USE OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES IN CONNECTION WITH HOME FUNDED ACTIVITIES. SUB-RECIPIENT MUST PRESCRIBE PROCEDURES ACCEPTABLE TO THE CITY TO ESTABLISH ACTIVITIES TO ENSURE THE INCLUSION, TO THE MAXIMUM EXTENT POSSIBLE, OF MINORITIES AND WOMEN, AND ENTITIES OWNED BY MINORITIES AND WOMEN. THE AGREEMENT OR / SUBCONTRACTOR WILL BE REQUIRED TO IDENTIFY AGREEMENTS WHICH HAVE BEEN BID BY MINORITY OWNED, WOMEN OWNED, AND/OR SMALL DISADVANTAGED BUSINESSES.
- THE AGE DISCRIMINATION ACT OF 1975 (42 U.S.C., SECTION 6101 ET SEQ.);
- SECTION 504 OF THE REHABILITATION ACT OF 1973 (29 U.S.C., SECTION 794) AND "NONDISCRIMINATION BASED ON HANDICAP IN FEDERALLY-ASSISTED PROGRAMS AND ACTIVITIES OF THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT", 24 C.F.R., PART 8. BY SIGNING THIS

AGREEMENT, SUB-RECIPIENT UNDERSTANDS AND AGREES THAT THE ACTIVITIES FUNDED HEREIN SHALL BE OPERATED IN ACCORDANCE WITH 24 C.F.R., PART 8; AND THE ARCHITECTURAL BARRIERS ACT OF 1968 (42 U.S.C., SECTION 4151 ET. SEQ.) INCLUDING THE USE OF A TELECOMMUNICATIONS DEVICE FOR DEAF PERSONS (TDDs) OR EQUALLY EFFECTIVE COMMUNICATION SYSTEM.

II. LEAD-BASED PAINT

- TITLE IV OF THE LEAD-BASED PAINT POISONING PREVENTION ACT (42 U.S.C. SEC. 4831).

III. ENVIRONMENTAL STANDARDS

- NATIONAL ENVIRONMENTAL POLICY ACT OF 1969 (42 U.S.C. SEC. 4321 ET. SEQ.) AND 40 C.F.R. PARTS 1500-1508;
- THE NATIONAL HISTORIC PRESERVATION ACT OF 1966 (16 U.S.C. SEC. 470 ET. SEQ.) AS AMENDED; PARTICULARLY SECTION 106 (16 U.S.C. SEC. 470F);
- EXECUTIVE ORDER 11593, PROTECTION AND ENHANCEMENT OF THE CULTURAL ENVIRONMENT, MAY 13, 1971 (36 FED. REG. 8921), PARTICULARLY SECTION 2(C);
- THE RESERVOIR SALVAGE ACT OF 1960 (16 U.S.C. SEC. 469 ET SEQ.). PARTICULARLY SECTION 3 (16 U.S.C. SEC. 469A-1), AS AMENDED BY THE ARCHEOLOGICAL AND HISTORIC PRESERVATION ACT OF 1974; FLOOD DISASTER PROTECTION ACT OF 1973, (42 U.S.C. SEC. 4001 ET. SEQ.) AS AMENDED, PARTICULARLY SECTIONS 102(A) AND 202(A) (42 U.S.C. SEC. 4012A (A) AND SEC. 4106(A);
- EXECUTIVE ORDER 11988, FLOODPLAIN MANAGEMENT, MAY 24, 1977 (42 FED. REG. 26951), PARTICULARLY SECTION 2(A).
- EXECUTIVE ORDER 11990 PROTECTION OF WETLANDS, MAY 24, 1977 (42 FED. REG. 26961), PARTICULARLY SECTIONS 2 AND 5.
- THE SAFE DRINKING WATER ACT OF 1974, (42 U.S.C. SEC. 201, 300(F) ET SEQ.) AND (21 U.S.C. SEC. 349) AS AMENDED, PARTICULARLY SECTION 1424(E) (42 U.S.C. SEC. 300H-303(E);
- THE ENDANGERED SPECIES ACT OF 1973, (16 U.S.C. SEC. 1531 ET. SQ.) AS AMENDED, PARTICULARLY SECTION 7 (16 U.S.C. SEC. 1536);
- THE WILD AND SCENIC RIVERS ACT OF 1968, (16 U.S.C. SEC. 1271 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 7(B) AND (C) (16 U.S.C. SEC. 1278(B) AND (C);
- THE CLEAN AIR ACT (41 U.S.C. SEC. 7401 ET SEQ.) AS AMENDED, PARTICULARLY SECTION 176(C) AND (D) (42 U.S.C. SEC. 7506(C) AND (D);
- FARMLANDS PROTECTION AND POLICY ACT OF 1981, (7 U.S.C. SEC. 4201 ET SEQ.)
- 24 C.F.R. PART 51, ENVIRONMENTAL CRITERIA AND STANDARDS.

IV. ACQUISITION/RELOCATION

- THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 (42 U.S.C., SEC. 4601 ET. SEQ.), 49 C.F.R. PART 24, AND 24 C.F.R. SECTION 570.496A (55 FED. REG. 29309 (JULY 18, 1990))

V. LABOR REQUIREMENTS

- AGREEMENT WORK HOURS AND SAFETY STANDARDS ACT, AS AMENDED (40 USC 327-333)
- COPELAND (ANTI-KICKBACK) ACT (40 USC 276c)
- FAIR LABOR STANDARDS ACT OF 1938, AS AMENDED (29 USC 201, ET. SEQ.)
- DAVIS-BACON (PREVAILING WAGE) ACT (40 USC 3141-3148), AS SUPPLEMENTED BY THE DEPARTMENT OF LABOR REGULATIONS (29 CFR PART 5)

VI. FEDERAL COMPLIANCE

- DEBARMENT AND SUSPENSION
 - A "CONTRACT AWARD" (SEE 2 CFR 180.220) MUST NOT BE MADE TO PARTIES LISTED ON THE GOVERNMENT-WIDE EXCLUSIONS IN THE SYSTEM FOR AWARD MANAGEMENT (SAM), IN ACCORDANCE WITH THE OMB GUIDELINES AT 2 CFR 180 THAT IMPLEMENT EXECUTIVE ORDERS 12549 (51 FR 6370; FEBRUARY 21, 1986) AND 12689 (54 FR 34131; AUGUST 18, 1989), "DEBARMENT AND SUSPENSION." SAM EXCLUSIONS CONTAINS THE NAMES OF PARTIES DEBARRED, SUSPENDED, OR OTHERWISE EXCLUDED BY AGENCIES, AS WELL AS PARTIES DECLARED INELIGIBLE UNDER STATUTORY OR REGULATORY AUTHORITY OTHER THAN EXECUTIVE ORDER 12549. IN THE EVENT THIS AGREEMENT IS A "COVERED TRANSACTION" FOR THE PURPOSES OF 2 CFR PART 180 AND 2 CFR PART 3000, THE FOLLOWING PROVISIONS SHALL APPLY:
 - THIS AGREEMENT IS A COVERED TRANSACTION FOR PURPOSES OF 2 CFR PART 180 AND 2 CFR PART 3000. AS SUCH THE SUB-RECIPIENT IS REQUIRED TO VERIFY THAT NONE OF THE SUB-RECIPIENT, ITS PRINCIPALS (DEFINED AT 2 CFR § 180.995), OR ITS AFFILIATES (DEFINED AT 2 CFR § 180.905) ARE EXCLUDED (DEFINED AT 2 CFR § 180.940) OR DISQUALIFIED (DEFINED AT 2 CFR § 180.935).
 - THE SUB-RECIPIENT MUST COMPLY WITH 2 CFR PART 180, SUBPART C AND 2 CFR PART 3000, SUBPART C AND MUST INCLUDE A REQUIREMENT TO COMPLY WITH THESE REGULATIONS IN ANY LOWER TIER COVERED TRANSACTION IT ENTERS INTO.
 - THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT RELIED UPON BY THE CITY. IF IT IS LATER DETERMINED THAT THE SUB-RECIPIENT DID NOT COMPLY WITH 2 CFR PART 180, SUBPART C AND 2 CFR PART 3000, SUBPART C, IN ADDITION TO REMEDIES AVAILABLE TO THE CITY, THE FEDERAL GOVERNMENT MAY PURSUE AVAILABLE REMEDIES, INCLUDING BUT NOT LIMITED TO SUSPENSION AND/OR DEBARMENT.
 - SUB-RECIPIENT AGREES TO COMPLY WITH THE REQUIREMENTS OF 2 CFR PART 180, SUBPART C AND 2 CFR PART 3000, SUBPART C WHILE THIS CONTRACT IS IN EFFECT AND FURTHER AGREES TO INCLUDE A PROVISION REQUIRING SUCH COMPLIANCE IN ITS LOWER TIER COVERED TRANSACTIONS.
- DOMESTIC PREFERENCES FOR PROCUREMENTS.
 - § 200.322 OF 2 CFR 200 REQUIRES A SUB-RECIPIENT, AS APPROPRIATE AND TO THE EXTENT

CONSISTENT WITH LAW, AND TO THE GREATEST EXTENT PRACTICABLE UNDER AN AGREEMENT INVOLVING A FEDERAL AWARD OR FEDERAL FUNDS, PROVIDE A PREFERENCE FOR THE PURCHASE, ACQUISITION, OR USE OF GOODS, PRODUCTS, OR MATERIALS PRODUCED IN THE UNITED STATES (INCLUDING BUT NOT LIMITED TO IRON, ALUMINUM, STEEL, CEMENT, AND OTHER MANUFACTURED PRODUCTS). THE REQUIREMENTS OF THIS SECTION MUST BE INCLUDED IN ALL SUBAWARDS INCLUDING ALL CONTRACTS AND PURCHASE ORDERS FOR WORK OR PRODUCTS UNDER THIS AWARD.

- FOR PURPOSES OF THE ABOVE SECTION:
 - “PRODUCED IN THE UNITED STATES” MEANS, FOR IRON AND STEEL PRODUCTS, THAT ALL MANUFACTURING PROCESSES, FROM THE INITIAL MELTING STAGE THROUGH THE APPLICATION OF COATINGS, OCCURRED IN THE UNITED STATES.
 - “MANUFACTURED PRODUCTS” MEANS ITEMS AND CONSTRUCTION MATERIALS COMPOSED IN WHOLE OR IN PART OF NON-FERROUS METALS SUCH AS ALUMINUM; PLASTICS AND POLYMER-BASED PRODUCTS SUCH AS POLYVINYL CHLORIDE PIPE; AGGREGATES SUCH AS CONCRETE; GLASS, INCLUDING OPTICAL FIBER; AND LUMBER.
- PROCUREMENT OF RECOVERED MATERIALS
 - UNDER 2 CFR 200.323, SUB-RECIPIENT MUST COMPLY WITH SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT, AS AMENDED BY THE RESOURCE CONSERVATION AND RECOVERY ACT. IN THE EVENT THIS AGREEMENT IS FOR MORE THAN \$10,000, THE FOLLOWING PROVISION APPLIES:
 - IN THE PERFORMANCE OF THIS AGREEMENT, THE SUB-RECIPIENT SHALL MAKE MAXIMUM USE OF PRODUCTS CONTAINING RECOVERED MATERIALS THAT ARE EPA DESIGNATED ITEMS UNLESS THE PRODUCT CANNOT BE ACQUIRED:
 - (1) COMPETITIVELY WITHIN A TIMEFRAME PROVIDING FOR COMPLIANCE WITH THE CONTRACT PERFORMANCE SCHEDULE;
 - (2) MEETING CONTRACT PERFORMANCE REQUIREMENTS; OR
 - (3) AT A REASONABLE PRICE.
 - INFORMATION ABOUT THIS REQUIREMENT, ALONG WITH THE LIST OF EPA DESIGNATED ITEMS, IS AVAILABLE AT EPA’S COMPREHENSIVE PROCUREMENT GUIDELINES WEBSITE, [HTTPS://WWW.EPA.GOV/SMM/COMPREHENSIVE-PROCUREMENT-GUIDELINE-CPG-PROGRAM](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).
 - THE SUB-RECIPIENT ALSO AGREES TO COMPLY WITH ALL OTHER APPLICABLE REQUIREMENTS OF SECTION 6002 OF THE SOLID WASTE DISPOSAL ACT.
- FEDERAL SEAL, LOGO, AND FLAGS
 - THE SUB-RECIPIENT SHALL NOT USE ANY FEDERAL GOVERNMENT SEAL(S), LOGOS, CRESTS, OR REPRODUCTIONS OF FLAGS OR LIKENESSES OF ANY FEDERAL GOVERNMENT AGENCY OFFICIALS WITHOUT SPECIFIC FEDERAL GOVERNMENT PRE-APPROVAL.

EXHIBIT E
CERTIFICATION REGARDING LOBBYING FOR
AGREEMENTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement or modification of any federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and agreements under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose accordingly.

This certification is material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C.A. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: James C Thomas

Printed Name: JAMES C. THOMAS

Title: PRES, BOD

Date: 9/15/25

EXHIBIT F
CERTIFICATES OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/12/2025

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jones & Associates, Inc. 3941 Cross Park Drive #115 Bryan TX 77802		CONTACT NAME: Jessica Reeves PHONE (A/C, No, Ext): (979) 776-4740 FAX (A/C, No): (979) 776-4745 E-MAIL ADDRESS: jessica@jonesinsurance.com																						
INSURED Elder-Aid, Inc. 307 S Main St, Suite 202 Bryan TX 77803-6949		<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Nautilus Insurance Company</td><td>17370</td></tr><tr><td>INSURER B:</td><td>Hochheim Prairie Farm Mutual Insurance</td><td>31054</td></tr><tr><td>INSURER C:</td><td>Texas Mutual Insurance Company</td><td>22945</td></tr><tr><td>INSURER D:</td><td>United States Fire Insurance Company</td><td>21113</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Nautilus Insurance Company	17370	INSURER B:	Hochheim Prairie Farm Mutual Insurance	31054	INSURER C:	Texas Mutual Insurance Company	22945	INSURER D:	United States Fire Insurance Company	21113	INSURER E:			INSURER F:		
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INSURER D:	United States Fire Insurance Company	21113																						
INSURER E:																								
INSURER F:																								

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY			NN1617322	11/2/2024	11/2/2025	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
			MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☒ POLICY ☒ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						Max per policy Aggregate Limit \$ 5,000,000
B	AUTOMOBILE LIABILITY			BO-5678342	1/13/2025	1/13/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB						EACH OCCURRENCE \$
	EXCESS LIAB						AGGREGATE \$
	DED						\$
	RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			0001220341	3/10/2025	3/10/2026	☒ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	☒ Y ☐ N/A					E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Accident			US1674586	1/13/2025	1/13/2026	Limit \$ 15,000
E	Surety			106406989	11/5/2022	11/5/2025	Limit \$ 1,000,000

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

The certificate holder is listed as Additional Insured on a Primary and Non-Contributory basis on the General Liability when required by written contract.
Waiver of Subrogation is provided with the respect to the General Liability and Workers' Compensation policies when required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of College Station 1110 Texas Ave College Station, TX 77845	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 Bruce Jones/MAPETR <i>B-j</i>

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September 25, 2025
Item No. 7.4.
Bank Depository Contract

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution selecting a depository bank, regarding a Bank Depository Contract, and authorizing the Mayor to enter the contract on behalf of the City.

Relationship to Strategic Goals:

Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends approving the resolution selecting Truist Bank as the City's depository bank.

Summary: Depository services primarily consist of receiving and holding City deposits and processing City transfers/payments through either electronic fund transfers or the clearing of checks drawn on City accounts. The City's current depository services is with Truist Bank. The City deposits and withdraws approximately \$40,000,000 a month and mainstreams a combined average balance of approximately \$350,000,000 - \$370,000,000.

On April 18, 2025, the City received two (2) applications from the following banks in response to Request for Applications (RFA) No. 25-036: Truist Bank and First Financial Bank. Weighted evaluation criteria utilized to rank the applications were specifically outlined in the RFA. The three (3) most heavily weighted factors were: 1) Required Operating Account balance to provide sufficient credit for banking services fees, 2) Money Market cash account interest rate, and 3) Financial institution's ability to provide the City with effective and innovative cash management services. Upon final evaluation and scoring by the Application Review Committee, Truist Bank's application is determined to be the highest ranking and most advantageous application for the City and its citizens.

Budget & Financial Summary: The cost for depository services provided by Truist Bank is expected to not exceed \$100,000.00 over the five (5) year term. The expenditure for bank depository services is budgeted in the General Fund.

Attachments:

1. Depository Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, SELECTING A DEPOSITORY BANK AND AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT REGARDING SAME; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT MATTER.

WHEREAS, the City of College Station, Texas, gave notice to various banks, credit unions and saving associations requesting the submission of applications for the performance of depository services in accordance with § 105.012 Texas Local Government Code; and

WHEREAS, in accordance with § 105.016 Texas Local Government Code the City Council of the City of College Station, Texas, now desires to designate Truist Bank to serve as a depository for the City's funds; now, therefore,

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

- PART 1: That the facts and recitations set forth in the preamble of this Resolution are declared true and correct.
- PART 2: That the City Council hereby designates Truist Bank to serve as a depository for the City of College Station's funds and herein so orders this to be recorded in its minutes.
- PART 3: That the City Council hereby approves the contract with Truist Bank for depository banking services under the terms and conditions set forth in the Bank Depository Contract attached hereto as Exhibit "A" and incorporated herein.
- PART 4: That the City Council hereby authorizes the Mayor to execute this Contract.
- PART 5: That this Resolution shall take effect immediately from and after its passage.

ADOPTED this _____ day of _____, 2025.

ATTEST:

APPROVED:

City Secretary

MAYOR

APPROVED:

City Attorney

Resolution No. _____

Exhibit “A”

BANK DEPOSITORY CONTRACT

THE STATE OF TEXAS)
COUNTY OF BRAZOS)

This Bank Depository Contract (the "Contract") is made and entered into by and between the City of College Station, Texas (the "City") and Truist Bank (the "Bank") a bank chartered by the State of North Carolina.

Section 1. Designation as Depository: The City, through action of its Governing Body, hereby designates the Bank as its depository for banking services for a five-year term beginning October 1, 2025, and ending September 30, 2030.

Section 2. Designation of Custodian: The Bank hereby pledges securities as shown in **Exhibit A**, attached hereto and incorporated herein for all purposes, as a pledge to the City to secure its deposits of funds of said City, as provided for in said designation, said securities in the part and appraised value of 105% of the largest combined balance plus accrued interest the City maintains in the bank, less the amount provided by the Federal Deposit Insurance Corporation (FDIC).

The said securities, during the life of this Contract, are to be held and retained in the custody of the Federal Reserve Bank, hereinafter called the Custodial Bank. All funds on deposit with the Bank to the credit of the City shall be secured by collateral as provided for in the Public Funds Investment Act (Chapter 2256 of the Texas Government Code, as amended), and the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code). The Bank will at all times keep on deposit with said Custodial Bank an amount of securities equal in value to 105% of the largest combined balance the City of College Station maintains in the Custodial Bank. This amount will exclude deposit insurance as provided, now or hereafter, by the Federal Deposit Insurance Corporation. No securities pledged with the Custodial Bank will be withdrawn, released or substituted without the prior written consent of the City's designated representative. The City will release collateral only if it is satisfied that such collateral is not needed as security for the City's deposits. The Bank shall have the right at all times to collect interest accruing on said securities. It shall also have the right to collect any maturing securities, but at the same time must replace an equal amount of acceptable securities in lieu thereof. It is the condition of this pledge that the Bank will faithfully perform all duties and obligations imposed by law, City Charter, or ordinance upon it as a City Depository, and that it shall faithfully, upon presentation, pay any and all checks and drafts upon said Depository by the City of College Station, Texas, and that the said Bank shall faithfully keep all funds of said City of College Station, Texas, deposited with it and account therefor according to law. During the life of this Contract the said City of College Station, Texas, shall have a first and prior lien upon all of said securities which may now or hereafter be in the hands of the said Custodial Bank to secure the faithful performance of this Contract and the observance of the above conditions.

After obtaining the approval of the City Council of the City of College Station, Texas, or its designated agent, the Custodial Bank may be changed and the securities deposited with such other Custodial Bank as may be approved by the City of College Station, Texas.

Section 3. Financial Position: The Bank will provide a statement of its financial position on at least a quarterly basis. The Bank will provide an annual statement audited by its independent auditors including a letter as to its “fair representation”.

Section 4. Authorized City Representative: For the term of this Contract, the City designates the individuals as listed in **Exhibit B** as authorized to represent and act for the City in any and all matters including collateral assignment and substitution, execution of agreements and transfer of funds. Any change in these representatives will be made in writing.

Section 5. Scope of Services: The City’s Request for Application (“RFA”), dated March 31, 2025, including the Bank’s response to the RFA (the “Response”) is attached hereto as **Exhibit C-1** and incorporated into this Contract for all purposes, including service charges, time deposit, demand deposit and loan rates. Bank’s Treasury Terms and Conditions (“TTC”) and Commercial Bank Service Agreement (“CBSA,” and together with the TTC, the “Bank Terms”), as referenced in the Response, are attached hereto as Exhibit C-2 and are also incorporated into this Contract for all purposes. Wherever possible, the terms of the components of this Contract, including the Bank Terms, will be construed so as to avoid conflicts between the provisions of the various documents. In the event of any inconsistency that cannot reasonably be reconciled, the order of precedence among the various documents is:

- a) This Contract, exclusive of Exhibits C-1 and C-2
- b) The Response
- c) The Bank Terms (as revised in Section 14 below)
- d) The RFA

The Bank shall faithfully perform all of its duties and obligations required by the laws of the State of Texas for public funds depositories and shall upon presentation pay all checks drawn on it against collected funds on demand deposits, and shall, at the expiration of the Contract, turn over to its successor all funds, City-owned securities, property and things of value held as depository. The City shall have the power to determine and designate the character and amount of the funds to be deposited in the Bank. The City may arrange for time deposits and the Bank may accept such deposits subject to the terms of the Bank’s Response. This Contract, along with all Exhibits and other incorporated documents shall constitute the entire agreement between the parties.

Section 6. Contract Amount. The total amount compensated for services rendered under this Contract shall not exceed One Hundred Thousand and No/100 Dollars (\$100,000.00).

Section 7. Default: In the event of a default, failure or insolvency of the Bank, the City shall be deemed to have vested full title to all securities pledged under this Contract. The City is empowered to take possession of and transfer and or sell any and all securities. If the security is liquidated, any proceeds over the defaulted amount, plus expenses related to liquidation, shall be returned to the Bank. This power is in addition to other remedies which the City may have under this Contract and without prejudice to its rights to maintain any suit in any court for redress of injuries sustained by the City under this Contract.

Section 8. Assignment: Except as provided in Part I, Section 25 (Assignment) of the

TTC, this Contract cannot be transferred or assigned to another party without the written consent of the City and may be subject to cancellation if such consent is not requested. Any and all expenses incurred by the City which are directly caused by a change in management, ownership of the Bank or a merger during the term of this Contract shall be reimbursed to the City by the Bank. Such costs shall be limited to reasonable "direct expense" related to a changeover to a new bank.

Section 9. Termination: This Contract may be terminated by either the City or the Bank by giving sixty (60) days prior written notice to the parties.

Section 10. Law Governing: All applicable provisions and requirements of the laws of the State of Texas governing depositories for the City shall be a part of this Contract.

Section 11. Bank Authorization: The Bank represents and warrants that this Contract is made pursuant to and is duly authorized by the Board of Directors of the Bank and recorded in the official records of the Bank.

Section 12. Effective Date. This Contract shall take effect upon the approval thereof by the City of College Station, Texas, to be evidenced by the signature of the Mayor hereunto affixed, attested by the City Secretary, and the seal of said City of College Station, Texas and by a certified copy of resolution of the City Council of the City of College Station, Texas, approving this Contract, attached hereto as **Exhibit D** and incorporated into this Contract for all purposes. A written acceptance of the said Custodial Bank to be evidenced by the signature of an officer, duly and lawfully authorized by a resolution of the Board of Directors or similar document, shall be attached hereto as **Exhibit E** and incorporated into this Contract for all purposes.

Section 13. Waiver. Failure of either party, at any time, to enforce a provision of this Contract shall in no way constitute a waiver of that provision nor in any way affect the validity of this Contract, any part hereof, or the right of the City thereafter to enforce each and every provision hereof. No term of this Contract shall be deemed waived unless the waiver shall be in writing and signed by the party claimed to have waived.

Section 14. Modifications to Bank Terms.

14.1 The CBSA is amended as follows:

- a) Sections B (Arbitration Agreement), C (Jury Trial Waiver), and D (Litigation Class Action Waiver) are deleted.
- b) The paragraph titled "Sharing Information" in Section E (Account Opening) is amended by deleting the sentences that read: "Further, you authorize us to share with our Truist affiliates your non-public or confidential information for marketing or other purposes. If you do not wish us to share confidential information with Truist affiliates (referred to as "opting out" of information sharing), you can make that election by calling 1-888-800-3420."
- c) Bank will provide advance notice of any account closure, notwithstanding anything to the contrary in Section G (Account Rules), subsection 6 (Bank's Stipulations/Right to Close Account).
- d) Section G (Account Rules), subsection 8 (Right of Setoff) is deleted and replaced

with: “Notwithstanding anything to the contrary in this Agreement and unless otherwise agreed to in writing by you, your deposit account(s) with Bank will not be subject to any right of setoff or security interest, except that Bank will solely have a right of setoff against such deposit account(s) for the service charges, fees, expenses, returned items, overdrafts, and other amounts expressly owed to Bank under the terms of this Agreement.”

14.2 The TTC are amended as follows:

- a) Part I, Section 4 (Amendment) is revised to read as follows: “Bank may amend this Agreement, including the CBSA and the pricing applicable to any Service, by giving Client at least 30 days’ prior written notice of the amendment.”
- b) Part I, Section 15 (Alerts and Notifications) is amended by replacing the final sentence thereof with: “Bank is not liable for delayed or undelivered Alerts except when caused by Bank’s gross negligence, willful misconduct, or criminal conduct.”
- c) Part I, Section 25 (Assignment) is amended by deleting “Bank may assign the Agreement to any of Bank’s affiliates or successors in interest, without notice to or consent from Client. In the event Client objects to any such assignment, Client may terminate the Agreement or any Services immediately upon written notice to Bank” and inserting in its place: “Bank may assign the Agreement to any of Bank’s affiliates or successors in interest, without notice to or consent from Client, in the event of a merger in which Bank is not the surviving entity or the sale of all or substantially all of Bank’s assets or pursuant to Bank’s resolution plan. In all other cases, Bank will provide advance notice of assignment. In the event Client objects to any such assignment, Client may terminate the Agreement or any Services immediately upon written notice to Bank.”
- d) Part II (DLA and CPMMA) is amended by deleting the first two sentences of subsection 5.j (Digital Treasury / eStatements) and inserting in their place: “With this service, Client may choose to receive images of Client’s statements including bank statements, and other reports or information. Bank accepts no responsibility or liability if these statements or reports are not available in a timely manner due to outages or any other reason other than Bank’s gross negligence, willful misconduct or criminal conduct.”
- e) Part II (Digital Treasury Service) is amended by deleting the last sentence of subsection 9 (Alerts) and replacing it with: “Bank accepts no responsibility or liability if Client does not receive any alerts in a timely manner due to email outages or any other reason other than Bank’s gross negligence, willful misconduct or criminal conduct.”

List of Exhibits

- “A”** Securities pledged by Bank
- “B”** List of authorized individuals to represent City of College Station
- “C-1”** City’s RFA and Bank’s Response
- “C-2”** CBSA and TTC
- “D”** Resolution of City of College Station
- “E”** Resolution of Bank

TRUIST BANK

By: _____

Title

Date: _____

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

List Pledged Securities

Deposit Balance Collateral Verification

05/30/2025

Page 1

Security Description Security Description	Rate	Maturity Date Issue Date	Original Face Current Face	Market Price Market Value	Haircut Required	CUSIP
Pledge collateral As of 05/30/25						
FHLMC SUPER 30Y FIXED 1.500 20510201		02/01/2051	27,660,000.00	73.715712	110.0000	3132DWA45
	1.500000	01/01/2021	20,977,104.74	15,463,422.12		
FHLMC SUPER 30Y FIXED 1.500 20501101		11/01/2050	13,618,000.00	73.862847	110.0000	3132DWAD5
	1.500000	10/01/2020	9,932,828.25	7,336,669.73		
FHLMC SUPER 30Y FIXED 1.500 20510101		01/01/2051	65,000,000.00	73.893672	110.0000	3132DWAV5
	1.500000	12/01/2020	48,533,840.55	35,863,436.95		
FHLMC SUPER 30Y FIXED 2.000 20510801		08/01/2051	90,902,307.00	78.053709	110.0000	3132DWB51
	2.000000	07/01/2021	71,420,191.83	55,746,108.70		
FHLMC SUPER 30Y FIXED 2.000 20510801		08/01/2051	122,200,000.00	78.053709	110.0000	3132DWB51
	2.000000	07/01/2021	96,010,186.43	74,939,511.53		
FHLMC SUPER 30Y FIXED 2.000 20511001		10/01/2051	25,000,000.00	77.870124	110.0000	3132DWCH4
	2.000000	09/01/2021	20,024,577.50	15,593,163.33		
FNMA REMIC TRUST 2020-60 1.25 FNMA 09/25/2050		09/25/2050	196,000.00	73.969030	110.0000	3136BBVN9
	1.250000	08/01/2020	120,505.92	89,137.06		
FNMA REMIC TRUST 2020-60 1.25 FNMA 09/25/2050		09/25/2050	350,000.00	73.969030	110.0000	3136BBVN9
	1.250000	08/01/2020	215,189.15	159,173.33		
FNMA REMIC TRUST 2020-60 1.25 FNMA 09/25/2050		09/25/2050	38,000.00	73.969030	110.0000	3136BBVN9
	1.250000	08/01/2020	23,363.39	17,281.67		
FNMA REMIC TRUST 2020-60 1.25 FNMA 09/25/2050		09/25/2050	318,000.00	73.969030	110.0000	3136BBVN9
	1.250000	08/01/2020	195,514.71	144,620.33		
FNMA REMIC TRUST 2020-60 1.25 FNMA 09/25/2050		09/25/2050	363,000.00	73.969030	110.0000	3136BBVN9
	1.250000	08/01/2020	223,181.89	165,085.48		

Deposit Balance Collateral Verification

Security Description Security Description	Rate	Maturity Date Issue Date	Original Face Current Face	Market Price Market Value	Haircut Required	CUSIP
Pledge collateral As of 05/30/25						
FNMA CMO 2020-91 DA 1.50 12/25/2050	1.500000	12/25/2050 11/01/2020	17,250,000.00 12,786,407.60	73.618370 9,413,144.86	110.0000	3136BC5H9
FNMA REMIC 2020-89 MA 1.50 12/25/2050	1.500000	12/25/2050 11/01/2020	150,500,000.00 110,217,988.72	73.540590 81,054,959.19	110.0000	3136BCD56
FNMA CMO 2020-91 A 1.00 12/25/2050	1.000000	12/25/2050 11/01/2020	43,500,000.00 30,904,117.38	71.056700 21,959,445.97	110.0000	3136BCV31
FNMA REMIC TRUST 2022-3 FH 20520225	3.000000	02/25/2052 01/25/2022	34,000,000.00 26,858,812.72	85.329730 22,918,552.38	110.0000	3136BLEY2
FNMA UMBS LNG 30 YEAR 1.500 20501101	1.500000	11/01/2050 10/01/2020	149,751,567.00 109,728,940.74	73.823410 81,005,645.81	110.0000	31418DUF7
Totals		Original Face/Par Current Face	740,646,874.00 558,172,751.51	421,869,358.44	Market Value	

Exhibit B

LIST OF AUTHORIZED INDIVIDUALS TO REPRESENT
THE CITY OF COLLEGE STATION

Bryan Woods, City Manager

Jeffrey Capps, Deputy City Manager

Jennifer Prochazka, Assistant City Manager

Jeff Kersten, Assistant City Manager/CFO

Mary Ellen Leonard, Finance Director

Michael DeHaven, Assistant Finance Director

Exhibit C-1

City's Request for Applications

And

Bank's Response

The City's Request for Applications and the Bank's Response are hereby expressly incorporated into this Contract by reference pursuant to the terms of the Contract and shall be deemed an integral part thereof, notwithstanding their separate physical format. The parties acknowledge and agree that these documents are binding and enforceable as part of the Contract.

Exhibit C-2

CBSA and TTC

Commercial Bank Services Agreement

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A. LEGAL AGREEMENT

This Commercial Bank Services Agreement ("Agreement"), contains the terms and conditions that govern the relationship between Truist Bank, (the "Bank," "we" or "us") and its clients (the "Depositor," "you," "your," or "Organization,"). When you open an account you are agreeing to the terms of this Agreement. An account is deemed "open" when account documentation has been properly completed and accepted by the Bank and the account opening deposit has been accepted by the Bank. The terms of this Agreement will continue to govern your account and relationship with the Bank even after your account is closed. The terms of this Agreement and our fees or banking services may be changed from time to time by the Bank. When the laws governing your account require the Bank to provide you written advance notification of a change to the Agreement, the Bank will provide such notice by written or electronic notice to you. The notice may be included on your account statement. The notice may explain what change has occurred and instruct you to obtain a current version of the Agreement at your local branch or online at our website, www.Truist.com. Unless otherwise prohibited or required by applicable law or regulation, the Bank may change from time to time other provisions of this Agreement with or without notice. Continuing to maintain your account following a notice constitutes your acceptance of our changes. This Agreement cannot be changed or modified by you. Upon the effective date of a change by the Bank, the current revised version of the Agreement will govern your account, regardless of whether you obtained a copy from your branch or online. If your account was originally with a prior financial institution, the terms of this Agreement supersede any prior agreements, representations or understandings you may have had with that institution. If a language preference is requested, we may provide a translated version of our materials and documents. The English version of such documents shall be the governing documents for all purposes.

Applicability. By signing the Resolution for Deposit Account, account signature card or conducting transactions on your account, you have agreed to the terms of this Agreement which applies to all business accounts that you have with the Bank or may have in the future. You agree that you will not use your account for any personal, family or household purposes. This Agreement is for the benefit of, and may be enforced only by, you and the Bank and their respective successors and permitted transferees and assignees, and is not for the benefit of, and may not be enforced by, any third party. The Bank shall have no liability for its failure to perform any service as a result of computer or electronic interruptions or for the errors, acts or failures to act by others.

You acknowledge and agree that the relationship between you and the Bank created by the opening of an account is of debtor and creditor and that the Bank is not in any way acting as a fiduciary for you or for your benefit and that no special relationship exists between you and the Bank.

Fees. You agree to pay the Bank for all services provided in connection with your account(s) in accordance with the Bank's current schedule of maintenance fees, activity charges, and minimum and/or average balance requirements which are contained in a separate document called the "Business Deposit Accounts Fee Schedule." The Bank may change its maintenance fees, activity charges, and minimum and/or average balance requirements from time to time and will provide you notice of any change. The terms of the Business Deposit Accounts Fee Schedule, as they may be amended from time to time, are incorporated herein by reference. For the fees associated with the account or services utilized on the account, that are billed through Account Analysis, charges will be that amount recorded by the Bank's Account Analysis System. Treasury management or other services may incur additional fees that are also charged through Account Analysis in the manner and amount as agreed by separate agreement. Account Analysis charges are billed for the prior month's activity.

Earnings Credit Rate (ECR). ECR is applied to certain deposit accounts and can be used to lower or eliminate certain deposit and treasury management fees. ECR is a variable rate and may change any time at the Bank's discretion, and may be a rate of zero. The earnings credit on all applicable accounts is calculated by applying a monthly periodic rate to the monthly average positive available balance in the account each month as follows: **monthly average positive available balance x ECR / days in the year x days in the month**. Unless otherwise agreed upon, earnings credit is applied to your account on a monthly basis, and unused earnings credit during a month cannot be used in following months. If the earnings credit for a given month is less than the total of service charges, then the applicable fees will be assessed to the account. For purposes of this paragraph, the term "average positive available balance" means the average account balance for the statement cycle less the average amount of each day's deposit that is in the process of collection.

Waiver. No term of this Agreement shall be deemed waived unless the waiver shall be in writing and signed by an authorized officer of the Bank. Any failure by the Bank to insist upon your strict performance of any of the terms of this Agreement shall not be deemed or construed as a waiver of these or any other terms. Neither party shall, by mere lapse of time, be deemed to have waived any breach by the other party of any terms or provisions of this Agreement. The

waiver by either party of any breach shall not affect the right of the Bank to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with you and is not sufficient to modify the terms and conditions of this Agreement.

Severability. If any provision, or a portion thereof, of this Agreement or its application to any party or circumstance shall be declared void, illegal, or unenforceable, the remainder of the provision and the Agreement shall be valid and enforceable to the extent permitted by law.

B. ARBITRATION AGREEMENT MUTUAL ARBITRATION AGREEMENT

READ THIS PROVISION CAREFULLY BECAUSE IT HAS A SUBSTANTIAL IMPACT ON HOW DISPUTES AND CLAIMS YOU AND WE HAVE AGAINST EACH OTHER ARE RESOLVED.

For any Claim subject to arbitration, neither You nor we will have the right to: (1) have a court or a jury decide the Claim; (2) engage in information-gathering (discovery) to the same extent as in court; (3) participate in a class action in court or in arbitration; or (4) join or consolidate a Claim with claims of any other person. The right to appeal is more limited in arbitration than in court and other rights in court may be unavailable or limited in arbitration. Unless You choose to opt out of mutual arbitration in the manner and time specified below, You and we mutually agree that, if either party demands arbitration, the Parties will resolve any and all disputes between them exclusively through final, binding, and individual arbitration under the terms of this Mutual Arbitration Agreement, including its pre-arbitration dispute resolution process, instead of filing or proceeding with a lawsuit in court (except as otherwise provided below). However, this Mutual Arbitration Agreement does not cover disputes that, as a matter of law, may not be subject to pre-dispute arbitration agreements.

Requirement to Arbitrate. Upon the demand of You or us, any Claim(s) will be resolved by individual (as opposed to class, consolidated, collective, or representative) binding arbitration under the terms specified in this Mutual Arbitration Agreement. A "Claim" subject to arbitration is any claim, cause of action, dispute, or controversy between You and us (other than an Excluded Claim or Proceeding as defined below), whether preexisting, present, or future, which arises out of or relates to the Account, this Commercial Bank Services Agreement, any transaction conducted with us in connection with the Account or this Commercial Bank Services Agreement, or any aspect of our relationship. "Claim" has the broadest possible meaning and includes initial claims, counterclaims, cross-claims, third-party claims, and federal, state, local, and administrative claims. It includes disputes based in contract, tort, consumer rights, fraud, and other intentional torts, a state or the federal Constitution, statute, regulation, ordinance, common law, and equity, and includes claims for money damages and injunctive or declaratory relief. "Claim" also includes disputes concerning the use or disclosure of information about You or us, as well as disputes concerning communications involving telephones, cell phones, automatic dialing systems, artificial or prerecorded voice messages, text messages, emails, or facsimile machines, such as alleged violations of the Telephone Consumer Protection Act and other statutes or regulations involving telemarketing.

Special Definition of "We," "Us," "Our," and "Parties." Solely for purposes of this Mutual Arbitration Agreement, the terms "Truist," "we," "us," "our," and "Parties," in addition to the meanings set forth in this Commercial Bank Services Agreement, also refer to Truist Bank and its employees, agents, officers, directors, parents, controlling persons, subsidiaries, affiliates, predecessors, successors, and assigns. The "Parties" refers to both You and Truist. "We," "us," "our," and "Parties" also apply to third parties if You or Truist assert a Claim against such third parties in connection with a Claim You assert against us or Truist asserts against You.

Excluded Claims and Proceedings. Notwithstanding the foregoing, "Claim" does not include any individual action brought by You or us in small claims court or Your state's equivalent court, unless such action is transferred, removed, or appealed to a different court or the matter is not brought on an individual basis (i.e., a class, consolidated, collective, or representative basis). In addition, nothing in this Mutual Arbitration Agreement prevents You or us from exercising of any self-help rights, including set-off as described in the Commercial Bank Services Agreement section titled "Right of Setoff." Any individual action in court by You or us that is limited to preventing the other party from using a self-help remedy and that does not involve a request for damages or monetary relief of any kind does not constitute a "Claim" that must be arbitrated. The institution and/or maintenance of any such right, action, or litigation shall not constitute a waiver of the right of either of the Parties to compel arbitration regarding any other dispute subject to arbitration pursuant to this Mutual Arbitration Agreement. Moreover, the term "Claim" also does not include any disagreement over the arbitrability of a dispute, whether a dispute can or must be arbitrated, or whether this Mutual Arbitration Agreement or any aspect thereof is unenforceable, or any dispute regarding the provisions labeled "Pre-Arbitration Dispute Resolution" or "Class, Consolidated, Collective, and/or Representative Action Waiver," including whether they are unenforceable or have been breached; such disputes or issues must be decided only by a court of competent jurisdiction and not by an arbitrator or arbitration administrator.

Federal Arbitration Act. Notwithstanding any choice of law or other provision in this Commercial Bank Services Agreement, the Parties agree and acknowledge that this agreement evidences a transaction involving interstate commerce and that the Federal Arbitration Act (Title 9 of the United States Code) ("FAA") shall govern its interpretation and enforcement and proceedings pursuant thereto. The Parties expressly agree that this Mutual Arbitration Agreement shall be governed by the FAA even in the event You and/or Truist are otherwise exempted from the FAA. If for whatever reason the rules and procedures of the FAA cannot apply, the state law governing arbitration agreements in the state in which You reside shall apply.

Class, Consolidated, Collective, and/or Representative Action Waiver. The Parties mutually agree that if You or we elect to arbitrate a Claim, such Claim will be resolved in individual arbitration. The Parties further agree that, to the maximum extent allowable by law, they waive the right to have any Claim brought, heard, administered, resolved, or arbitrated as a class, consolidated, collective, or representative action, and an arbitrator shall not have any authority to hear or arbitrate any class, consolidated, collective, and/or representative action, or to award relief to or for the benefit of anyone but the individual Parties in arbitration. The Parties also waive the right to bring any claims for public injunctive relief or other non-individualized injunctive relief. This Class, Consolidated, Collective, and/or Representative Action Waiver does not prevent You or Truist from participating in a settlement of claims on a class-wide, consolidated, collective, or representative basis, to the extent You or we do not exercise a right to opt out of such settlement. If, after exhaustion of all appeals, any of these prohibitions on class, consolidated, collective, or representative claims or public or non-individualized injunctive relief is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief), then the Parties agree that such a claim or request for relief shall be decided by a court after all other claims and requests for relief are arbitrated.

Arbitration Procedures.

a) **Pre-Arbitration Dispute Resolution:** The Parties agree that good faith informal efforts to resolve a dispute often can result in a prompt, low-cost, and mutually beneficial outcome. As a result, before commencing arbitration, the Parties must engage in a good faith effort to resolve any Claim covered by this Mutual Arbitration Agreement by providing a written notice of dispute and participating in an informal dispute resolution conference. The party who wishes to assert a Claim must first give notice to the other party in writing of the intent to initiate arbitration ("Notice of Pre-Arbitration Dispute"). A Notice of Pre-Arbitration Dispute must contain the claimant's name, telephone number, mailing address, and e-mail address, the Account number of any Account at issue, a factual description of the nature and basis of the dispute, including the basis and amount of any claimed damages, the amount that the claimant is seeking for resolution of the dispute, and the original personal signature of the party (a digital, electronic, copied, or facsimile signature is not sufficient) and, if the claimant is represented by counsel, a signed statement authorizing the other party to share information about the Account and the Claim with such counsel. After the Notice of Pre-Arbitration Dispute is provided, the Parties will engage in an informal dispute resolution conference by telephone or videoconference to discuss the Claim and see if a resolution can be reached. If either party is represented by counsel, that party's counsel may participate in the conference, but both You and a Truist representative must personally participate in the conference unless You and we agree otherwise in writing. For the protection of Your confidential Account information, multiple customers cannot participate in the same informal dispute resolution conference unless mutually agreed to by all Parties. The informal dispute resolution conference shall occur within sixty (60) days of receipt of the Notice of Pre-Arbitration Dispute, unless an extension is mutually agreed to by the Parties. The Parties shall negotiate in good faith to select a mutually agreeable time. Nothing in this Mutual Arbitration Agreement shall prohibit the Parties from engaging in informal communications to resolve the initiating party's Claim at any time, including before the informal dispute resolution conference. Engaging in an informal dispute resolution conference is a requirement that must be fulfilled before commencing arbitration. The Parties agree that the statute of limitations shall be tolled between the period when a fully complete Notice of Pre-Arbitration Dispute Resolution is received and the completion of the informal dispute resolution conference. If You are initiating the Claim, the Notice of Pre-Arbitration Dispute must be clearly marked "Notice of Pre-Arbitration Dispute" and delivered to Truist Bank Legal Department, Attn: Notice of Pre-Arbitration Dispute, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224. If we are initiating the Claim, we will send the Notice of Pre-Arbitration Dispute to the most recent address for You in our files. If any offers of settlement are discussed by the Parties, such information about the proposed settlement will not be disclosed in the arbitration. The Pre-Arbitration Dispute Resolution and informal dispute resolution conference requirements are essential in order to give the Parties a meaningful chance to resolve Claims informally. If any aspect of these requirements has not been met, the Parties agree that a court can enjoin the filing or prosecution of an arbitration, and, unless prohibited by law, no arbitration provider shall either accept or administer the arbitration or assess fees in connection with such an arbitration.

b) After completion of the informal dispute resolution conference, if the Claim remains unresolved, either You or Truist may initiate arbitration by submitting a demand for arbitration to the arbitration administrator. The demand

must include (1) the name, telephone number, mailing address, and e-mail address of the party seeking arbitration; (2) the Account number of any Account at issue; (3) a statement of the legal claims being asserted and the factual basis of those claims; (4) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars (any request for injunctive relief or attorneys' fees shall not count toward the calculation of the amount in controversy unless such injunctive relief seeks the payment of money); (5) the original personal signature of the party seeking arbitration (a digital, electronic, copied, or facsimile signature is not sufficient); and (6) the party's portion of the applicable filing fee. The party initiating arbitration must serve the demand on the other party via certified mail, return receipt requested, or hand delivery. If the party seeking arbitration is represented by counsel, counsel must also provide an original personal signature on the demand for arbitration (a digital, electronic, copied, or facsimile signature is not sufficient). Counsel must also provide a certification that, to the best of counsel's knowledge, information, and belief, formed after an inquiry reasonable under the circumstances, (1) the demand for arbitration is not being presented for any improper purpose, such as to harass, cause unnecessary delay, or needlessly increase the cost of dispute resolution; (2) the claims and other legal contentions are warranted by existing law or by a nonfrivolous argument for extending, modifying, or reversing existing law or for establishing new law; and (3) the factual contentions have evidentiary support, or if specifically so identified, will likely have evidentiary support after a reasonable opportunity for further investigation or discovery. Any demand for arbitration by You must be delivered to Truist Bank Legal Department, Attn: Arbitration Election, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224, and any demand for arbitration by us must be sent to the most recent address for You in our files.

c) If a party files a lawsuit in court asserting any Claim(s) that are subject to arbitration and the other party demands arbitration or files a motion to compel arbitration with the court which is granted, it will be the responsibility of the party bringing the Claim(s) to follow the pre-arbitration dispute resolution procedures and – if the dispute is not resolved – to commence the arbitration proceeding with an arbitration administrator in accordance with this Mutual Arbitration Agreement and the administrator's rules and procedures. Nothing in that litigation shall constitute a waiver of any rights under this Mutual Arbitration Agreement.

d) The arbitration will be administered by JAMS, 18881 Von Karman Ave., Suite 350, Irvine, CA 92612, www.jamsadr.com, 800-352-5267. The rules and forms of JAMS may be obtained by writing to JAMS at the address listed above or visiting their website. If JAMS cannot or will not administer the arbitration in accordance with this Mutual Arbitration Agreement, the Parties may agree upon another administrator, or if they are unable to agree, a court shall determine the administrator. No company may serve as administrator if it fails to abide by the terms of this Mutual Arbitration Agreement unless all Parties otherwise consent. The arbitration will proceed in accordance with this Mutual Arbitration Agreement and the administrator's rules and procedures in effect at the time of commencement of the arbitration, including any streamlined or expedited arbitration rules and any mass arbitration procedures such as the JAMS Mass Arbitration Procedures and Guidelines, but in the event of a conflict between the two, the provisions of this Mutual Arbitration Agreement shall supersede any and all conflicting arbitration administrator's rules or procedures. To the extent there is a dispute over which arbitration provider shall administer the arbitration, only a court (and not an arbitrator or arbitration administrator) can resolve that dispute, and the arbitration shall be stayed until the court resolves that dispute.

e) In addition to all other requirements in this Mutual Arbitration Agreement, the following provisions shall apply to all arbitrations between the Parties: (1) Truist and You shall equally share filing fees and other similar and usual administrative costs unless otherwise provided by the rules of the administrator; (2) both Parties agree not to oppose or interfere with any negotiations or agreements between the other Party and the arbitration administrator relating to a party's portion of the fees. The arbitrator, however, may disallow any private agreement between an administrator, on the one hand, and the negotiating party, on the other hand, if the arbitrator believes that the private agreement undermines his or her neutrality as arbitrator; (3) the arbitrator may issue orders (including subpoenas to third parties) allowing the Parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes; (4) except as provided in the Class, Consolidated, Collective, and/or Representative Action Waiver, the arbitrator may award all remedies to which a party is entitled under applicable law and which would otherwise be available in a court of law under the circumstances (including statutory awards of attorneys' and expert witness fees and punitive damages) but shall not be empowered to award any remedies that would not have been available in a court of law for the claims presented in arbitration. The arbitrator shall apply state or federal substantive law, or both, as is applicable; (5) the arbitrator may hear motions to dismiss and/or motions for summary judgment; (6) the arbitrator's decision or award shall be in writing with findings of fact and conclusions of law; (7) any finding that a claim or counterclaim violates the standards set forth in Federal Rule of Civil Procedure 11 shall entitle the other party to recover attorneys' fees, costs, and expenses associated with defending against the claim or counterclaim; (8) either Truist or You may apply to a court of competent jurisdiction for temporary or preliminary injunctive relief on the ground that without such relief the arbitration may be rendered ineffectual; (9) under no circumstances is an arbitrator or court bound by decisions reached in separate arbitrations involving different parties; (10) the arbitrator shall honor all evidentiary

privileges recognized by applicable law, including the attorney-client privilege and attorney work product doctrine; and (11) if at any time the arbitrator or arbitration administrator fails to enforce the terms of this Mutual Arbitration Agreement, either party may seek to enjoin the arbitration proceeding in a court of competent jurisdiction, and the arbitration shall automatically be stayed pending the outcome of that proceeding.

f) A single arbitrator will be selected in accordance with the rules of the administrator, and unless You and Truist agree otherwise, must be a practicing attorney with ten or more years of experience or a retired judge. Except as specifically stated herein, the arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court, or by state or local laws that relate to arbitration provisions or proceedings. A judgment on the award may be entered by any court having jurisdiction.

Survival and Severability. This Mutual Arbitration Agreement shall survive the closing of Your Account and the termination of any relationship between us, including the termination of this Commercial Bank Services Agreement. Except as specified in the Class, Consolidated, Collective, and/or Representative Action Waiver, if any portion of this Mutual Arbitration Agreement is found unenforceable, it shall be severed from the Mutual Arbitration Agreement such that the remainder of this Mutual Arbitration Agreement shall be enforceable to the fullest extent permitted by law. A determination that this Mutual Arbitration Agreement is unenforceable or void in its entirety shall have no effect on the validity or enforceability of any other arbitration agreement between or applicable to the Parties.

Effect of Arbitration Award. The arbitrator's award shall be final and binding on all Parties, except for any right of appeal provided by the FAA. However, if the amount of the Claim exceeds \$250,000 or involves a request for injunctive or declaratory relief that could foreseeably involve a cost or benefit to either party exceeding \$250,000, any party can, within thirty (30) days after the entry of the award by the arbitrator, appeal the award to a three-arbitrator panel administered by the Administrator. The panel shall reconsider anew any aspect of the initial award requested by the appealing party. The decision of the panel shall be by majority vote. Reference in this Mutual Arbitration Agreement to "the arbitrator" shall mean the panel if an appeal of the arbitrator's decision has been taken. Any filing fees and other similar and usual administrative costs of such an appeal will be borne by the Party taking the appeal subject to a reallocation of the arbitrator panel as justice requires. Any final decision of the appeal panel is subject to judicial review only as provided under the FAA. No arbitration award involving the Parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the Parties to this agreement.

Right to Opt Out (New Accounts) – Please Read. You may opt out of this Mutual Arbitration Agreement within thirty (30) days of opening Your Account. In order to opt out, You, and only You personally, must notify Truist of Your intention to opt out by submitting to Truist, via certified mail or by overnight carrier mail, return receipt requested, to Truist Bank Legal Department, Attn: Arbitration Opt Out, Mail Code 306-40-01-15, 1001 Semmes Avenue, Richmond, VA 23224, a written notice stating that You are opting out of this Mutual Arbitration Agreement. This written notice must be signed by You, and not any attorney, agent, or other representative of Yours and include Your name, address, Account name, and Account number. In order to be effective, Your opt-out notice must be received by Truist within thirty (30) days of opening Your Account. This is the sole and only method by which You can opt-out of this Mutual Arbitration Agreement and any attempt to reject this Mutual Arbitration Agreement by any other person or through any other method or form of notice, including the filing of a lawsuit, will be ineffective. You agree that Your opt-out of this Mutual Arbitration Agreement shall not be imputed to any other person or entity or be deemed to be a rejection of this Mutual Arbitration Agreement by any person or entity other than You. Your opt-out of this Mutual Arbitration Agreement shall not eliminate the obligation of other persons or entities who wish to reject this Mutual Arbitration Agreement to personally comply with the notice and time requirements of this paragraph. If You opt out as provided in this subparagraph, You will not be subject to any adverse action as a consequence of that decision and may pursue available legal remedies without regard to this Mutual Arbitration Agreement. If Truist does not receive proper notice of a timely opt out, You are agreeing to the terms of this Mutual Arbitration Agreement.

a) You may only opt out on behalf of Yourself. A written notice submitted to Truist indicating Your intention to opt out may apply, at most, to You. You (and Your agent or representative) may not effectuate an opt out on behalf of other individuals.

b) Your decision to opt out of this Mutual Arbitration Agreement will not relieve You of any obligation to arbitrate disputes that might arise under any other Account or agreement with Truist that contains an arbitration provision to which You may be bound as a customer. Similarly, Your decision to opt out of another arbitration provision contained in any other Account or agreement shall not relieve You of Your obligation to arbitrate disputes pursuant to this Mutual Arbitration Agreement.

Impact on Pending Litigation. This Mutual Arbitration Agreement shall not affect Your existing rights with respect to any litigation between Truist and You that is pending in a state or federal court or arbitration as of the date of this

Mutual Arbitration Agreement. However, if on such date You were bound by an existing arbitration agreement with Truist then that agreement shall continue to apply.

Right to Consult with an Attorney. You have the right to consult with private counsel of Your choice, at Your own expense, with respect to any aspect of, or any Claim that may be subject to, this Mutual Arbitration Agreement.

C. JURY TRIAL WAIVER

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, DEPOSITOR AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION ARISING OUT OF THIS COMMERCIAL BANK SERVICES AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS.

D. LITIGATION CLASS ACTION WAIVER

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, DEPOSITOR AND BANK HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THIS COMMERCIAL BANK SERVICES AGREEMENT, RELATING TO THE ACCOUNT, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND US OR ANY OF TRUIST'S EMPLOYEES, OFFICERS, DIRECTORS, PARENTS, CONTROLLING PERSONS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, AND ASSIGNS WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION AND THE DEPOSITOR AND BANK HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER REPRESENTATIVE ACTION OR TO SERVE AS A CLASS REPRESENTATIVE.

E. ACCOUNT OPENING

Required Information. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. When you open an account, or when you are added to an existing account, we will ask for your full legal name, permanent physical street address, social security number or tax identification number, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license, state ID, passport, or other primary identification documents. If you are a nonresident alien, we will record your passport number, the name of the country that issued the passport and your foreign address. We will accept a post office box only as a mailing address. You may also be asked to provide such information at other times (and on any qualifying account) upon request of the

Bank. You agree to assist the Bank in gathering information to meet any bank reporting requirements. You further agree to notify us immediately if there are any changes to the information you have provided us so we maintain the currency and accuracy of this information. If at any time we determine that the information you provided to us was false, incorrect, or of concern to the Bank, or if you refuse to provide us with the information when requested, we may close or freeze any or all of your accounts.

Foreign Account Tax Compliance Act ("FATCA"). If interest from your account is payable to certain foreign financial institutions, investment funds, or other non-financial foreign entities you are required to certify your FATCA status and provide any other applicable information at the Bank's request. Failure to provide such certification or information may result in a 30% withholding on the payment of interest. The Bank shall not be liable for any additional amounts you may owe as a result of your failure to comply with FATCA.

IRS Requirements. The Internal Revenue Service (IRS) requires the Bank to obtain the taxpayer identification number (TIN) applicable to an account. We require you to certify under penalty of perjury that the TIN provided is correct and whether you are subject to backup withholding. The certification is completed on the Bank's signature card, or on IRS Form W-9, Request for Taxpayer Identification Number and Certification. Federal law requires that the Bank withhold a statutory amount of interest payments or dividend payments (referred to as backup withholding) if you:

- Fail to furnish a Taxpayer Identification Number ("TIN"), or
- The Internal Revenue Service notifies us that you furnished an incorrect TIN, or
- You or we are notified by the Internal Revenue Service that you are subject to backup withholding.

If a correct TIN is not provided at the time the account is opened, backup withholding will commence immediately. You must provide us with your TIN promptly after you receive it. After sixty (60) days, if a certified TIN is not furnished, the account may be closed.

Certain additional Internal Revenue Service penalties may also apply if you fail to provide your TIN.

The TIN for a U.S. citizen or an eligible resident alien individual is a Social Security number. For resident or non-resident alien individuals who do not have, or are ineligible for, a Social Security number, the TIN is an IRS Individual Taxpayer Identification Number ("ITIN"). For legal entities, estates and trusts the TIN is their Employer Identification Number. For an account to be classified as a "non-resident alien account" all owners of the account must certify their foreign status at the time the account is opened on a Form W-8. Non-resident aliens must recertify their foreign status every three years. Non-resident aliens from Cuba, Iran, and other comprehensively sanctioned jurisdictions may be required to provide additional documentation to support Truist's compliance with applicable sanctions regulations.

Sanctions Compliance. The Department of the Treasury's Office of Foreign Assets Control (OFAC) administers and enforces economic sanctions programs implemented by the government. We are required to comply with all OFAC and other applicable U.S. sanctions, which may include rejecting or blocking transactions or funds of certain individuals and entities. Such restrictions may include transactions involving the government of or a citizen of Cuba or with the governments of or individuals or entities located in comprehensively sanctioned jurisdictions, which as of the date of this agreement includes Cuba, Iran, North Korea, Syria, and the Crimea Donetsk, and Luhansk regions of Ukraine, or other jurisdictions as designated by OFAC in the future. By opening an account with us, you agree and affirm that you are not a prohibited individual or entity under any of the sanctions programs, particularly those administered or enforced by OFAC, including those restrictions listed in the previous sentence. In addition, you agree that if you (or another joint owner or authorized person) are ever located within any comprehensively sanctioned jurisdiction, you (or another joint owner or authorized person) will not use, access or attempt to use or access, any account you have with us by any means we make available. If you do so, the Bank shall have the right to close your account. You agree that we can freeze and/or reject any transaction we reasonably believe violates any of the applicable sanctions programs or Bank policy or procedure. You acknowledge and agree that any transaction to or from your account may be delayed or suspended and that a hold may be placed on your account while a transaction is reviewed for possible violations of any of the applicable sanctions programs and that we will have no liability for any such delays, suspensions, holds and/or any resulting unavailability of funds.

Unlawful Transactions. You certify that you will not use your account or any Bank service for any illegal transactions or activity including but not limited to those activities prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et. seq. Further, you represent and warrant that all transactions initiated or conducted by you are legal and not in violation of the Unlawful Internet Gambling Enforcement Act or any other law. Transactions reasonably believed by the Bank to be used for or associated with unlawful activity may be rejected or stopped and the associated account(s) closed immediately and without prior notice. Obligations owed before any improper transaction or account closure will remain in full force. All liabilities and costs associated with rejected or stopped transactions or closed accounts are assumed by the account owner.

Collateralized Accounts. If you hold an account that has been collateralized by the Bank with securities, letters of credit or other assets, upon account withdrawal, you relinquish any claim on the collateral associated with the withdrawn balances.

Agreement to Receive Electronic Communications. We may provide all legal or regulatory communications associated with your account, including communications about a change in the terms of your account electronically, although you must complete a separate enrollment if you would like to stop receiving paper statements.

We may deliver the communications to you electronically by any of the following methods: (a) via email to an address you have provided to us; or (b) via a wireless device you have designated; or (c) to the extent permissible by law, via a web site that we will generally designate in advance for such purpose; or (d) any other electronic means we have mutually agreed upon. Delivery of electronic communications by any of these methods will be considered "in writing" and you agree that the electronic communications have the same legal effect as written and signed paper communications. You agree to promptly notify us of any change in your contact information, such as your email address or mobile phone number. You may update your contact information by contacting us at 844-4TRUIST.

You may withdraw your consent to receive electronic communications by contacting us at 844-4TRUIST. You may

obtain paper copies of the electronic communications by calling us at 844-4TRUIST.

The minimum system requirements to access and retain the electronic communications are: an internet-enabled computer or telecommunications device with 128-bit encryption, sufficient storage capacity and software that enables you to view files in the Portable Document Format ("PDF").

Privacy Policy. Our privacy policy, which is provided at the time you open an account, is described in our publication, "The Truist Consumer Privacy Notice". For current privacy practices, you may access our website at www.Truist.com.

Sharing Information. To allow Truist to analyze your potential financial needs, or as part of the qualifying and maintenance process for depositors, you authorize Truist, to the extent permitted under applicable law, to obtain information from credit reporting agencies, Early Warning Systems or similar agencies, as we deem necessary. You understand such information will be used by Truist for internal purposes only. Further, you authorize us to share with our Truist affiliates your non-public or confidential information for marketing or other purposes. If you do not wish us to share confidential information with Truist affiliates (referred to as "opting out" of information sharing), you can make that election by calling 1-888-800-3420.

Telephone Monitoring and Recording. You agree that Truist may monitor and/or record any telephone conversation with you for any legal reason, including to monitor the quality of service you receive and to verify transaction related information. You agree that Truist is not required to remind you before or during each telephone call that the conversation is subject to being monitored and/or recorded in accordance with applicable state and federal law.

Bank Reporting Requirements. Banks are required to file a report called a Currency Transaction Report (CTR) with the Internal Revenue Service whenever it has currency transactions that exceed \$10,000 in one business day. This includes both single and multiple transactions, transactions to or from or on behalf of any one individual or other entity, or in or out of any one account, and exchanges of currency. Banks are also required to file other reports with the U.S. Treasury Department when a transaction is conducted or attempted by, at, or through a bank, involves or aggregates at least \$5,000 in funds or other assets, and the bank knows, suspects, or has reason to suspect that: (a) the transaction involves funds derived from illegal activities or is intended or conducted in order to hide or disguise funds or assets derived from illegal activities (including, without limitation, the ownership, nature, source, location, or control of such funds or assets) as part of a plan to violate or evade any federal law or regulation or to avoid any transaction reporting requirement under federal law or regulation; (b) the transaction is designed to evade any requirements of this part or of any other regulations promulgated under the Bank Secrecy Act; or (c) the transaction has no business or apparent lawful purpose or is not the sort in which the particular customer would normally be expected to engage, and the Bank knows of no reasonable explanation for the transaction after examining the available facts, including the background and possible purpose of the transaction. Banks are also required to maintain a record of: (i) sales of certain negotiable instruments such as cashier's checks, money orders, traveler's checks, and other similar instruments when the amount of cash involved is \$3,000 to \$10,000 inclusive; and (ii) fund transfer of \$3,000 or greater. These records must be made available to the U.S. Treasury Department upon request.

Other crimes under the Bank Secrecy Act are: (i) causing or attempting to cause a financial institution to fail to file a currency transaction report; (ii) causing or attempting to cause a financial institution to file an inaccurate report; and (iii) structuring or attempting to structure large transactions with financial institutions into several smaller transactions in an attempt to avoid reporting. Financial institutions, financial institution employees, and individuals may all be subject to prosecution for evading the reporting requirements. There are both civil and criminal penalties associated with violations of these regulations that may carry significant monetary fines and imprisonment. You agree to assist the Bank in gathering information to meet Bank Secrecy Act requirements.

You may be eligible for a qualified exemption from some of the Bank Secrecy Act reporting requirements. To qualify for such exemption, you agree to cooperate with the Bank in collecting the necessary information to meet the exemption certification requirements.

F. ACCOUNT TYPES

You agree that when you open an account, you have instructed us as to the correct type of account applicable to your organization. You further represent to the Bank that you are authorized to do business in the manner indicated and that the acts of person(s) opening the account have been ratified. You agree that the Bank may rely on such representations without requiring additional information or documentation and that you will furnish such information upon request. You are solely responsible for meeting any legal requirements to establish and maintain the type of

account requested and have a duty to inform us of the status of any change to the Organization. Federal regulations require that you provide us with information concerning the beneficial owners of a legal entity at account opening. You may also be asked to provide such information at other times (and on any qualifying account) upon request of the Bank. If at any time we determine that the beneficial ownership information you provided to us was false, incorrect, or of concern to the Bank, or if you refuse to provide us with the information when requested, we may close or freeze any or all of your accounts.

If you have opened a deposit account on behalf the beneficial owner(s) of the funds in an account (for example you are acting as a trustee, agent, nominee, guardian, executor, conservator, custodian, or in some other capacity for the benefit of others), those beneficial owners may be eligible for "pass through" insurance from the Federal Deposit Insurance Corporation ("FDIC") in the event of Bank failure. FDIC "pass through" deposit insurance is federal deposit insurance coverage that applies to the interests of owners or beneficiaries. This means the account could qualify for more than the standard maximum deposit insurance amount (currently \$250,000 per depositor in the same ownership right and capacity). As the account holder, you must be able to provide a record of the interest of the beneficial owner(s) in accordance with the FDIC's requirements. The FDIC has published a guide and an Addendum to the guide, Section VIII, explaining the process to follow and the information you will need to provide in the event of Bank failure, including the type of information you, as the account holder, must keep regarding the beneficial owner(s) of the funds, as well as the format and process you must follow for submitting those records to the FDIC. The guide and Addendum can be accessed on the FDIC's website at <https://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html>. You have an opportunity to validate the capability to deliver the required information in the appropriate format so that a timely calculation of deposit insurance coverage can be made. You agree to cooperate fully with us and the FDIC in connection with determining the insured status of funds in such accounts at any time. In the event of Bank failure, you agree to provide the FDIC with the information described above in the required format within 24 hours of that event. As soon as the FDIC is appointed, a hold may be placed on your account so that the FDIC can conduct the deposit insurance determination; that hold will not be released until the FDIC determines that you have provided the necessary data to enable the FDIC to calculate the deposit insurance. You understand and agree that your failure to provide the necessary data to the FDIC may result in a delay in receipt of insured funds and legal claims against you from the beneficial owners of the funds in the account. If you do not provide the required data, your account may be held or frozen until the information is received, which could delay when the beneficial owners would receive funds. Notwithstanding other provisions in this Agreement, this section survives after the FDIC is appointed as our receiver, and the FDIC is considered a third party beneficiary of this section. Not all accounts may be available in your area or through the method in which your account is opened. The definitions of account or ownership styles outlined in this section are not meant to be all inclusive and additional accounts or styles may be offered by the Bank. The Bank, in its sole discretion, shall not be required to open a particular account type or style. The manner in which you open an account indicates your ownership rights in the account. You agree that when you open an account the titling of the account is correct and that the Bank has no responsibility to inform you as to how the titling may affect your legal interests. If you have any questions as to the legal effects of an account, you should consult with your own attorney or advisor. If a signature card or other document contains a notation or indication that your account is established for a particular purpose (other than an account type listed below) you agree that such notation or indication creates no additional duties on the Bank and is solely for your personal recordkeeping.

The Bank accepts no liability with respect to an account except to the Depositor, and shall not be liable to the Depositor's officers, directors, stockholders, partners, joint venturers or other interested persons. The Bank will rely upon the signature card, resolution or other written designation of Authorized Signers on an account until we have received notice in a form acceptable to the Bank that the authority has been terminated and we have had a reasonable time to act upon the notice. Depositors referenced on the Bank's records as a Designated Representative can add or remove Authorized Signers from the account and can enter into a night depository agreement, enter into an agreement for cash management or treasury services, lease a safe deposit box, enter into an agreement for deposit access devices, enter into an agreement for credit cards, enter into an agreement relating to foreign exchange and obtain online foreign exchange services related thereto, or enter into any other agreements regarding an account of Depositor. If the Authorized Signers on your account change, the Bank may continue to honor items and instructions given earlier by any previously appointed Authorized Signer until we receive specific written notice from you not to do so and have had a reasonable amount of time to act. In such cases, we may require that you close the account and open a new one or place stop payment orders to prevent transactions from occurring.

Each signer named on your signature card is authorized to obtain information on your account, endorse and deposit items payable to your account, sign checks, drafts, items or other written orders and execute Bank's wire transfer agreements used to initiate wires in Bank's branch offices, close an account, place and remove stop payment requests and make withdrawals. The Bank does not, however, verify the signatures on every check paid against your account, which

is in accordance with industry standards and you agree that this is not a failure by the Bank to exercise ordinary care. When you receive your monthly statement, you should carefully and promptly examine it to verify that only authorized checks have been paid and/or that only authorized transactions have occurred. The Bank will not be liable if we refuse to honor any item that we believe, in our discretion, does not contain a genuine authorized signature.

You agree that the Bank may verify your signature through the signature card or a check or other document that bears your signature. We may use an automated process to obtain an image or sample of your signature from a check that bears your signature. If you create your own checks or obtain them from another source, and we cannot accurately verify your signature on a check by comparing the signature to a check posted to your account, you are responsible for any losses that may result from our inability to use that check to verify your signature.

Accounts are not transferable except on the Bank's books and records. In order to transfer title or to pledge an account as collateral for a loan, a written request must be provided in a form accepted and acknowledged by the Bank. Any pledge of an account to a third-party remains subject to the Bank's right of set-off and security interest. The Bank may determine ownership of an account from the information in our records. Any changes you request us to make to your account are not effective until accepted by us and we have had a reasonable time to act on the new information. If ownership of an account is to be changed, the account should be closed and a new account opened to reflect the ownership designation.

Corporation Account. An account owned by a corporation, which performs transactions through its officers.

Escrow Account. An account opened by attorneys, brokers, realtors or agents for the purpose of holding funds in escrow (trust) for their clients. If you open an attorney trust account, including an IOLTA or similar account, you authorize us to notify the appropriate state agency if the account is overdrawn or checks are dishonored, if the applicable state requires notice of those events. Additionally, you authorize us to remit the interest paid on an attorney trust account to the designated Bar Foundation by ACH pre-authorized debit or by check or by any other method approved by the Federal Reserve System. The terms of any agreement or other document under which the account is opened will govern the account, and the Bank has the right, but not the obligation, to review any such document. The Bank assumes no liability for the administration of any fiduciary relationship whether or not the Bank has been provided with a copy of such document. You agree to indemnify and hold us harmless from and against any and all loss, costs, damage, liability, or exposure, including reasonable attorney's fees, we may suffer or incur arising out of any action or claim by any beneficiary or third party with respect to the authority, actions, or inaction taken by the authorized individuals in handling or dealing with the account.

Limited Liability Company Account. An account for a limited liability company, which is owned by its members and managed by those members, a manager, or a board, as designated in the company's operating agreement or articles of organization.

Partnership Account. An account for an unincorporated business owned by two or more individuals or entities referred to as partners. The partners may designate Authorized Signers and such authority is revoked upon the Bank's receipt of notification of the dissolution of the partnership.

Public Funds Account. An account owned by a U.S. government agency, a State, a County, a local government or any political subdivisions thereof, for which the Bank must pledge securities.

Receivership Account. An account opened by a court-appointed receiver to manage the affairs of a designated person, partnership or corporation.

Sole Proprietorship Account. An account for an unincorporated business owned by one proprietor or by two legally married partners. The proprietor (owner) may designate Authorized Signers and such authority is revoked upon the Bank's receipt of notification of the proprietor's (owner's) death.

G. ACCOUNT RULES

Unless this Agreement otherwise indicates: the term "item" means any instrument or a promise or order to pay money handled by a bank for collection or payment, but does not include a payment order for a wire transfer, cash, documentary drafts, notes, credit or debit card slips, or other instruments of a type not routinely accepted for collection or payment to deposit accounts by a Bank. The term "account" means any deposit or credit account with the Bank, and includes a demand, time, savings, or like account other than an account evidenced by a Certificate of

Deposit. Although excluded from the definition of account, Certificates of Deposit, whether evidenced by a certificate or book-entry, are subject to the terms and conditions of this Agreement. The term "available balance" refers to the money in your checking or savings account that is currently available to you to make purchases, withdrawals, etc. The available balance reflects any processed and pending transactions, and any holds. It does **not** include any checks you have written that have not posted, if applicable to your account. (Checks are processed during the nightly posting and will be reflected the next day.) Checks cashed by a Truist teller will be reflected in the available balance. This balance is **updated throughout the day with** transactions you make. The term "collected balance" refers to the collection of non-cash items (checks) deposited by you. The term "Current (Ledger) Balance" refers to your current balance (also called ledger balance) and is the actual amount in your account and does not change throughout the day. It does not include holds or pending transactions.

1. **STATEMENTS.** Statements for your account, notices, or other information regarding your account will be mailed, sent electronically, or otherwise made available to you at regular intervals depending on your account type. The statement or account information will be delivered to the postal or electronic address of the primary account owner as reflected in our records or per instructions you have provided to us. Mailed statements shall be deemed received by you on the earlier of the actual date of receipt or within ten (10) calendar days of the date appearing on the statement.

Electronic statements shall be deemed received on the date they are transmitted to the e-mail address you provided or, the date the statement is provided within your online or mobile banking service. The primary owner shall be responsible for providing copies of statements to any co-owners of the account. If a language preference is selected for your statement, only the primary account owner may change the preference.

You agree to notify us immediately of any change in your contact information, including address, e-mail address, and/or telephone number. The Bank may rely on any instructions purportedly made by you, or on your behalf, to change your contact information without liability. You also agree that we may rely on an address change notification received by us from a third party vendor or the U.S. Postal Service and other governmental sources to update your address on our records. The Bank will have no liability to you for changing your address based on such information, even if such information is in error. If any of your statements or account information is returned to us because of an incorrect postal address or an incorrect, changed, or expired e-mail address, we may stop delivering statements or account information until a valid address is provided. If your account is classified as dormant, we may elect not to provide further account statements. Copies of such statements or any enclosures can be reproduced upon request, subject to applicable fees. Any statements or account information that is returned as undelivered shall be destroyed without notice and subject to applicable fees. Any statements held for you at a branch office shall be destroyed after a limited time and subject to applicable fees.

You shall notify the Bank if you have not received your first statement within thirty (30) calendar days of account opening or within ten (10) calendar days of your regular statement date. The Bank will not be liable to you for any damages as a result of; your failure to promptly notify us of a change in your address, your failure to notify us that you did not receive your statement, or your failure to make arrangements to receive your statement. You are responsible for the accuracy of your statement whether or not reviewed and it shall be deemed final and correct upon thirty (30) days from the statement date.

All business accounts, and the majority of fees associated with deposit and treasury management services, are billed through Account Analysis. In addition to your statement of account information, an Account Analysis statement is available upon request and can be mailed, sent electronically, or made available through one of the Bank's digital platforms. The information on the Account Analysis statement includes name and address, along with information on deposit and treasury management services utilized on the account. If the Bank has received instructions to group your business account with other business accounts owned by you or owned by other entities with some relationship or association to you, all accounts in the grouping will be included in one Account Analysis statement. The Bank will notify you if your account is grouped for the purpose of Account Analysis.

2. **DEPOSITS AND CREDITS.** The Bank, in its discretion, may accept or refuse a deposit, or a part of a deposit, to your account at any time. We may accept deposits to your account from any source without questioning the authority of the person making the deposit. The Bank may require that the person making a deposit provide identification or impose other conditions prior to accepting a deposit. We may give cash back to any authorized account signer or agent in connection with an item payable to the account owner, whether or not the item has been endorsed by the payee. The Bank, in its discretion, may also reverse a deposit even after provisional credit has been granted without prior notice. You agree that any deposit is subject to verification and confirmation notwithstanding your possession of a deposit receipt or acknowledgement. We may reverse or adjust any transaction, credit or debit we believe we

erroneously made to your account at any time without prior notice. In addition, if any deposit or other credit is made to your account which we determine should not have been made, we may reverse that credit without prior notice and without any liability to you.

When you deposit or negotiate an item made payable to or endorsed by another party, you guarantee and warrant that all endorsements are valid and that all necessary endorsements are included. In the event any such item is deposited and returned to us for any reason, you authorize us to place a hold on or debit your account for the amount of the item and you agree to be responsible for the full amount of the item. We may require you to verify an endorsement on an item through the appearance in person of the endorsee with proper identification and/or obtain an endorsement guarantee or ratification. At or after the time of the cashing, negotiation, or deposit of an item with multiple or third-party endorsements is made, we may return the item unpaid or place a hold on your account for the amount of the item until such a verification is complete to our satisfaction.

In the case where a deposited item is lost, stolen, or destroyed before presentment to the paying bank, you agree to fully assist the Bank in obtaining a replacement or reconstruction of such item. Failure to cooperate may result in the credit to your account being revoked or, if deposited but not credited, the credit withheld. You further agree that the Bank may impose a fee for, or decline to cash a check drawn on your account and payable to a third party. The Bank can direct the third party to deposit the check at another financial institution for payment.

The Bank's night depositories may not be used to deliver or deposit checks, money, payments and other items. We assume no liability for any such delivery or deposit unless Bank has approved your use of this service. In our sole discretion, we may process your delivery or deposit and you agree to indemnify and hold the Bank harmless from any alleged loss, claim, or damage. You agree that the Bank in its discretion may charge a fee for this service, which you agree to pay on demand, or it can be deducted from any of your accounts. Delivery of checks or money through a night depository is not considered a deposit until it is posted to your account.

Deposits are considered accepted in the state in which your account is maintained. If you did not open your account in person at a branch, but through the mail, by phone, or over the internet and you do not reside in a state or maintain a residence in a state where the Bank operates a branch office, your deposit(s) will be considered accepted in the state of North Carolina.

Mail-in Deposits:

Mailed deposits should be mailed directly to our Special Handling Department to ensure prompt posting to your account using one of the addresses below.

<u>First Class Mail</u>	<u>Express Delivery</u>
Truist Bank Special Handling MC: 306-40-04-25 P.O. Box 27572 Richmond, VA 23261-7572	Truist Bank Special Handling MC: 306-40-04-25 1001 Semmes Avenue Richmond, VA 23224-2244

The date your deposit will be considered received will be the date the deposit is accepted by the Bank at the above noted addresses. In the event you mail a deposit to another Truist address, the deposit will not be considered received until it is accepted by the Bank at the above noted addresses.

3. **Night Deposit Services.** Upon Bank's approval, and subject to the terms and conditions set forth in this section, business clients may utilize the night depositories located at Bank branches to make night deposits using tamper-evident bags meeting our specifications ("Bags"). The use of other Bag types and envelopes is prohibited. You grant full authority to your agents to deliver deposits, receive receipts, additional Bags and other documents and items from Bank and we may act upon the instructions of these individuals. Any individual referenced as a Designated Representative on the Bank's records is authorized to designate, add, or delete individuals who are authorized to deal with the Bags and their contents.

If you use a key to access the night depository, you agree to keep the key(s) secure and available only to authorized individuals. You agree to give Bank written notice of the loss of any key within two (2) business days of the day in which you become aware that such key is lost. You are responsible for successfully placing Bags in the depository and relocking the outer door of the depository. You agree to report any unusual conditions immediately to us at 844-4TRUIST or to local law enforcement.

Instead of placing Bags into the night depository, there may be occasions where authorized individuals deliver Bags to a Bank Teller or other Bank employee inside a branch office or through the drive through window during regular banking hours and do not wait inside the branch for the Bags to be processed ("Over the Counter Transaction"). In these instances, you agree that the terms and conditions set forth in this section related to Night Deposit Services apply to the Over the Counter Transactions and that such transactions do not place any additional liability on the Bank. Bank, in its sole discretion, can refuse to accept any Bags that are delivered as an Over the Counter Transaction, regardless of whether the Bank has previously accepted such Over the Counter Transaction Bags.

Deposits, along with a properly completed deposit ticket, must be delivered in Bags. Account name and number must be indicated on the outside of the Bag along with itemized deposit information. Unsealed, damaged or improperly labeled Bags will be returned unprocessed. If you have arranged for us to not process the deposit or the deposit is in a locked Bag for which we do not have a key, you must retrieve the Bag during regular business hours. If you request a receipt for deposits, it will be available at the branch location for five business days following the date the deposit is processed. The receipt will be discarded if not picked up on the fifth business day.

You agree that "delivery" of a Bag placed in the night depository shall mean that a Bag and its contents have fallen down the interior chute of the night depository and landed on the floor of the interior vault. Placement of the Bag and its contents in the exterior door of the night depository or in the mouth or upper portion of the interior chute shall not constitute "delivery" of the Bag to the Bank. You agree that "delivery" of any bag in an Over the Counter Transaction shall mean when an authorized individual has placed the Bag into the hands of any Bank employee or its authorized agents and has completed any necessary documentation of the delivery that the Bank in its sole discretion deems necessary. Placement of any Bag on the counter without completing the required documentation, if any, does not constitute "delivery" of the Bag to the Bank. You also agree that you shall bear the entire risk of loss until the Bag and its contents have been delivered into the exclusive custody and control of the Bank.

You agree to give Bank written notice of any irregularity in or the loss of any Bag or its contents within thirty (30) calendar days of the day in which the Bag is alleged to have been delivered to the Bank. Thereafter, the Bank's records as to the receipt or non-receipt of the Bag or the amount of the contents of the Bag shall be conclusively presumed to be correct.

In the event that you give timely written notice that either a Bag or its contents have been lost, stolen, or otherwise mysteriously disappeared after delivery to the Bank, or that the amount of the contents of a Bag does not agree with your records, then you agree to have the burden of proving by clear and convincing evidence that (a) the Bag and its contents were in fact delivered into the exclusive custody and control of the Bank; (b) the exact dollar amount of the money and items in the Bag; and (c) that the Bank was grossly negligent. You also agree to take all reasonable steps to mitigate any loss or damages.

Bank reserves the right to withdraw the night depository from use at any time without notice in case of emergency or need for repairs. Bank shall not be liable for any loss suffered by you due to the unavailability of the night depository.

Bank is not responsible for any loss or damage sustained by you in the use of Night Deposit Services or Over the Counter Transactions that results from an act or omission by your agents, any third party, or any cause beyond our control. We shall be responsible for loss or damage sustained by you only if the result of our gross negligence or willful misconduct. Bank makes no representation or warranty, whether statutory, express or implied, including without limitation any warranties of merchantability or fitness for a particular purpose. Bank shall not be responsible for any special, consequential, indirect or punitive damages suffered by you or any third party even if we were aware of the possibility of such damages.

The terms and conditions set forth in this section supersede and replace any prior agreement or other documents between you and the Bank which address or deal with Night Deposit Services or Over the Counter Transactions.

Correction of Errors. The Bank has no duty to compare the items listed on the deposit slip with the items accompanying the slip when the deposit is received by the Bank for accuracy as the Bank relies upon the information you provide on your deposit slip when initially processing your deposit. Therefore, you have a duty to accurately record cash, each item being deposited, and the total amount of your deposit on your deposit slip or at the ATM. If an error in your deposit is later detected, it will be corrected by the Bank unless otherwise agreed. Final credit to your account is based on the total sum of the cash and items actually received by the Bank.

You will be sent a notice of any adjustment we make to your deposit that is more than \$10 dollars. Any correction made to your deposit of \$10 or less will be reflected on your bank statement. You may confirm the final credit

amount of your deposit and your account balance at any time. Under this Agreement, you are required to review your bank statement and report any errors within thirty (30) days from the statement date. Your statement will be deemed final and correct on the thirtieth (30th) day from the date of the statement.

Missing Endorsements. The Bank may accept for deposit items made payable to any one or more of the parties in whose name the account is established, with or without endorsement. If you fail to endorse an item for deposit, the Bank may supply the missing endorsement.

Items Payable Jointly. If an item is drawn so that it is unclear whether one payee's endorsement or two is required, only one endorsement will be required and you shall be liable for any loss incurred by the drawer as a result of there being only one endorsement.

Provisional Credit. In receiving items for deposit or collection, the Bank acts as your collection agent and any settlement given for an item is provisional and may be revoked if payment of the item is not received. When you accept an item for payment or otherwise, and deposit or negotiate the item, you are liable for the entire amount of the item if it is returned for any reason, even if you paid a portion to a third party or there is a difference between the amount of the item and the amount owned by you. You agree that for any item not paid, returned unpaid, that we believe will be returned unpaid, or is returned pursuant to any applicable operating or clearinghouse rules, the Bank may charge back the item against your account without regard to whether such item was returned within any applicable deadlines. If you cash an item that is later returned, you are liable for the item in the same manner as if the item had been deposited to your account and we will charge back the item to your account. At our option and without notice to you that an item has been returned, we may resubmit any returned item for payment. You waive notice of nonpayment, dishonor, and protest regarding any items credited to or charged against your account. You further agree that regardless of any final settlement, if an item is cashed against your account or deposited to your account and is unpaid or is returned to us based upon a breach of warranty claim or any other reason, we may deduct the amount of the item from your account, or place a hold on your account for the amount of the item until liability for the item is determined.

You acknowledge and agree that at the time you deposit or negotiate an item the Bank cannot determine whether it will be paid or returned. You therefore acknowledge and agree that the Bank and its employees or agents will not be liable for any statement or action, express or implied that an item is "paid", "cleared" "good" or any other such indication. To determine the status of an item you have deposited or negotiated you must contact the bank on which the item was drawn.

Foreign Checks. We may refuse to accept for deposit or collection items payable in a currency other than U.S. dollars. If we accept such an item, you assume the risk associated with currency fluctuation. Items drawn on foreign banks are subject to final payment by the foreign bank and as such may be returned unpaid later than a similar item drawn on a U.S. bank. U.S. laws and regulations governing the time for returns and collections are not applicable and you bear the entire risk of a returned item which can be charged back to your account at any time. You agree that we may use our current buying or selling rate, as applicable, when processing such an item, inclusive of any domestic or foreign bank fees.

Inconsistent Name and Account Number. If a fund transfer instruction for credit or debit from your account lists the name or account number of the beneficiary, the name or routing and transit number of beneficiary's bank or any intermediary bank in an inconsistent or incorrect manner, payment may be made by relying upon the account number, even if it identifies a different person or bank from the one named in the instructions received. You agree that we have no obligation to verify whether the name and the number refer to the same person.

Receipt of RTP® Network Payment.¹ When you receive a payment through the RTP Network provided by The Clearing House Payments Company L.L.C., you confirm, by not rejecting the payment, that you are not receiving the payment on behalf of someone who is not a resident of or otherwise domiciled in the U.S.

¹ RTP® is a registered service mark of The Clearing House Payments Company L.L.C.

Incoming International Wire Transfers. When you receive money in a foreign currency via a wire transfer, the currency exchange rate used to convert such funds for deposit into your account may be determined by us in our discretion without prior notice to you. You agree to this procedure and accept our determination of the currency exchange rate. The exchange rate that we offer you may include a commission, will be different from (and usually less favorable to you than) the exchange rate for institutions that is usually quoted in newspapers or online services,

and may be different from our daily published rate. Currency exchange rates can be highly volatile and may change frequently during a day. You assume all risks relating to or arising from fluctuations in the exchange rates between currencies for international wire transfers deposited to your account.

Return of Direct Deposits. If, for any reason, we are required to reimburse the payer for all or a portion of any payment deposited into your account through a direct deposit plan, you agree that we may, without prior notice, deduct the amount to be returned from your account or from any other account you have with us, unless prohibited by law. This right is in addition to any other rights the Bank has under this Agreement, including the right of setoff and its security interest in your account.

4. WITHDRAWALS AND DEBITS.

Payment of Items. For purposes of this subsection, an "item" is a debit to your account which includes a check, substitute check, purported substitute check, electronic item or transaction, draft, demand draft, remotely created item, image replacement document, indemnified copy, ATM withdrawal or transfer, PIN-based point of sale transaction, signature-based point of sale transaction, preauthorized payment, automatic transfer, telephone-initiated transfer, ACH transaction, Online Banking transfer or bill payment instruction, withdrawal slip, in-person transfer or withdrawal, cash ticket, deposit adjustment, any other instruction or order for the payment, transfer, or withdrawal of funds, and an image or photocopy of any of the foregoing.

Transactions are processed each business day during nightly processing. Once your transactions are processed, the results are posted to your account.

Truist will post items to your account based on your available balance. The available balance can be impacted by pending transactions. Examples of common pending transactions include the following but is not an exhaustive list and there may be other pending transactions that have not been included.

- Transfers from another Truist account, Visa Money Transfer Credits, and Zelle Payments that are made before nightly processing begins (generally around 11:59 p.m. ET) will be added to your available balance.
- Authorization holds affect the availability of funds by reducing the available balance. Truist deducts authorized holds from the funds you have available to cover any outstanding items, including checks drawn on your account as well as other withdrawals such as ACH transactions. Your account history reflects the current balance, not the available balance.
- If you use your ATM Card or Debit Card to purchase goods and services, including Internet purchases (point-of-sale transactions), you authorize us to debit your deposit account, and you agree that your authorization may result in an immediate memo debit reducing the account's available balance, even though the transaction may not be finally posted to that account until a later date. You also understand that you may overdraw your account if you make a withdrawal, write checks or make point of sale purchases against funds that are needed to pay ATM/Debit Card transactions that have been authorized but not yet posted to your account.
- Based on account type, overdraft fees may be charged when adequate funds are not available in the account to cover all pending transactions and items being posted, debit card transactions being posted, or outstanding checks, ACH, transfers and all other withdrawals when transactions post during nightly processing.
- It remains very important to keep records of all payments you've authorized from your account. Authorization holds will help track your debit card purchases and reserve the funds before they post to your account. However, we have no record of outstanding checks or ACH transactions you've authorized.

Once the available balance is determined, prior day credits and debits will post before current day credits and debits. Once prior day credits and debits are determined, if any, transactions will post in order according to the groupings below:

1. **Deposits and Credits** – all deposits and credits will be posted to your account first. This includes cash and check deposits and incoming transfers, received before the cutoff time at the location the deposit or transfer was made.
2. **Bank-initiated transactions** – such as corrections and Deposited Item Returned Checks.

3. **Client-initiated withdrawals and debits** – withdrawals/payments that have been previously authorized and cannot be returned unpaid, such as debit card purchases, ATM withdrawals, account transfers, and teller-cashed checks. If we receive more than one of these transactions for payment from your account, we will generally sort and pay them based on the date and time you conducted the transactions. For a debit card transaction, if a merchant does not seek authorization from the Bank at the time of the transaction, we will use the date the transaction is received for payment from your account.
4. **Client-initiated withdrawals and debits such as ACH (automated payments)** – such as bills you pay by authorizing a third party to withdraw funds directly from your account. If there is more than one of these types of transactions, they will be sorted by the date and time that they are received. Multiple transactions that have the same time will be sorted and paid from lowest to highest serial number.
5. **Client-initiated Checks** – Checks will be posted and sorted in sequential order.
6. **Bank Fees** – Fees, such as monthly maintenance fees, will post to your account last. Please note that some fees will be posted to your account at the time they are incurred and others, like maintenance fees, will post last.

If sufficient funds are not present to cover all presented transactions, Truist will:

Determine if Overdraft Protection is available: Any overdraft protection source that has sufficient availability to cover the presented transactions, will be transferred to cover the presented transactions. (see page 17)

If no Overdraft Protection Source is available: At our sole discretion, we may pay a check or automatic payment into overdraft, rather than return it unpaid. If the transaction is paid into overdraft, it may help you avoid additional fees that may be assessed by the merchant. If the item is returned, you will incur a Returned Item Fee.

The Bank has the discretion to process items even if your account has an insufficient available balance to pay such items. Your “available” balance represents the amount of funds available for withdrawal or to pay items presented against your account. The “available” balance may not be the same as your “current” or “posted” balance. For example, your available balance may be reduced by a POS transaction in which the merchant has obtained authorization from the Bank but that has not been presented for payment. We consider such pending transactions in the calculation of your available balance.

In the payment clearing process, the Bank employs techniques to assist in the detection of unauthorized items that may be presented against your account for payment. If a particular item appears to represent unusual activity on your account, you authorize the Bank, in its discretion, to reject the item and return it unpaid. If the returned item was, in fact, properly payable, you agree to hold the Bank harmless from any claims, loss, or damages as a result of the Bank not paying the item.

We may change the priority or order in which items are processed at any time without notice to you. If you do not have sufficient funds available in your account to pay all items presented on a given day, our processing methods may result in more overdraft/returned item fees (based on account type), or other fees or penalties. We may choose our processing method at our sole, unilateral and absolute discretion, regardless of whether additional fees or penalties may result. We may refuse any check or other item drawn against your account or any method of presentment, including electronic presentment, attempting to withdraw funds from your account if it is not presented on a form and through a procedure approved by the Bank.

It is your responsibility to reconcile your account and to avoid overdraft situations. For more detail on Truist’s processes refer to our Facts About Banking website at [Truist.com/TheFacts](https://www.truist.com/TheFacts).

You agree to hold the Bank harmless and indemnify us for any liability we may incur for reasonably acting, in our discretion, upon any instructions you may provide to us by telephone, telecopier (fax machine), e-mail, or other electronic means.

In the event you voluntarily give your account number to a third party by telephone or any other method, you authorize the recipient of the information to initiate debits to your account and you will be liable for all debits initiated by such person or company. Likewise, you will be liable for all debits initiated by any service provider hired by you to draft your account to pay third parties, whether your signature is on the drafts or not.

When you give signed checks to another party with the payee, amount, date or other provision left blank, you agree that your account may be charged for the check as completed.

We may honor items drawn on your account by authorized signers, even if the items are made payable to them, to cash or for deposit to their personal accounts. You agree that the Bank has no duty to investigate or question items, withdrawals or the application of funds.

Payment made to a person presenting an account withdrawal receipt signed by the Depositor, shall be conclusively deemed to be good and valid on the account of the Depositor. We will have the right to assume that any such person is acting as a messenger for the Depositor, unless the withdrawal receipt has been lost and notice in writing has been given to us. Receipt of such notice must be acknowledged in writing and signed by an officer of the Bank before such payment is made. This paragraph does not grant you the right to make withdrawals by messenger. We reserve the right to refuse withdrawals by messenger.

Multiple Signatures. The Bank does not offer accounts on which two or more signatures are required for a withdrawal of funds from your account. Any attempt to include such requirement on your checks, signature card or other governing account documents will be for your internal purposes or controls only and will not be binding on the Bank. The Bank may pay checks, items, electronic debits, wires, debit card transactions, online banking transactions, or other withdrawal instructions signed or approved by any one of the authorized signers on the account who are named on the signature card.

Deduction of Fees. Fees may be deducted from your account without prior notice to you. Maintenance, activity fees and applicable fees for returned deposited checks, returned items, overdrafts (based on account type), stop payment orders, charges for check printing, and other service charges made in accordance with the rules of the Bank in effect at the time of such charge shall be deducted from your account and may be posted prior to other debits. The Bank shall not be liable for refusing to honor items presented for payment because of insufficient funds as a result of deducting such fees. Any fees (or portions thereof) that were not posted due to insufficient funds at the time of posting may be collected at a later date without prior notice when sufficient funds are available in the account. Fees are subject to change from time to time at the Bank's discretion. The current Business Deposit Accounts Fee Schedule is available at www.Truist.com.

Stale Dated Items. The Bank maintains the option to either pay or dishonor any stale dated item, which is an item more than six months old, upon presentation to the Bank. If the item is paid by the Bank in good faith, we will not be liable for any loss, fees or damages you suffer as a result of the item being charged to your account.

Preauthorized Demand Drafts. A preauthorized demand is a type of bank draft used by telemarketers and sales representatives who sell goods and services through the telephone, mail, or other electronic means. Drafts are used to obtain funds from your account without you issuing a check or getting your signature on the draft. In lieu of a signature, a legend such as "Payment Authorized" or "No Signature Required" may appear on the draft. If you give a telemarketer or any other party information about your account or account number, and the information is thereafter used to debit your account, the Bank is authorized to pay such item. If you wish to stop payment on the draft, you must revoke your authorization by giving notice to the telemarketer or the third-party.

Remotely Created Checks. A remotely created check is an item that appears to authorize payment to be made but which is not actually signed by the drawer. You agree that if you cash, negotiate or deposit a remotely created check, you warrant to us that the check is authentic and is authorized by the drawer according to the terms contained on the check. If a remotely created check is returned to us at any time and for any reason, we may debit the amount of the check from your account.

Electronically Created Items. An electronically created item is defined under federal regulation as an electronic image that has all the attributes of an electronic check or electronic returned check but was created electronically and not from a paper check. You are not permitted to deposit these items. However, if you deposit an electronically created item, you agree to be liable for any losses that result from the fact that (i) the electronic image or electronic information is not derived from a paper check; (ii) the person on whose account the electronically created item is drawn did not authorize the issuance of the item in the amount, or to the payee, stated on the item, or (iii) a person receives a transfer, presentment, return of, or otherwise is charged for an electronically created item such that the person is asked to make payment based on an item or check already paid.

Death or Incompetence. Neither a depositor's death nor a legal adjudication of incompetence revokes the Bank's

authority to accept, pay, or collect items until the Bank is notified of the fact of death or of an adjudication of incompetence and has a reasonable opportunity to act on it. Even with knowledge the Bank may, for ten (10) days after the date of death, or adjudication of incompetence, pay checks drawn on or before said date unless ordered to stop payment by a person claiming an interest in the account.

Delayed Return of Item. The Bank will not be liable if an item deposited into your account is returned after the time set by applicable law if the delay is caused by an improper endorsement. You will be liable to the Bank for any loss or expense we incur because we are unable to timely return an item drawn on your account caused by any markings or damage to the item.

Postdated Items. You agree not to issue a postdated check and the Bank may disregard such date on the item when it is presented for payment. The Bank is authorized to pay any check prior to the date on the item even if you have given us notice that it is postdated. If the Bank agrees to re-credit your account after paying a postdated check you agree to transfer to the Bank all of your rights against the payee or other holder of the check, and to assist in any legal action taken against that party.

Conditional Items. You agree not to issue a check that is conditional. For example, you may not issue a check with the notation "void after 30 days." The Bank has the right, however, to pay or reject an item where payment is conditional and the condition has not been satisfied. For example, we may pay a check which says "void after 30 days" even though the check is presented more than thirty (30) days after its date.

Large Cash Withdrawals. For security reasons and in order for us to properly prepare for such requests, we require advance notice for large cash withdrawals. We can refuse an order to withdraw funds in cash or to cash an item if we believe that the request is a security risk or will result in a hardship on the Bank. We may require you to accept an Official Check or electronic transfer to receive the funds. If we agree to a large cash withdrawal, you may be required to employ a courier service acceptable to us and at your risk and expense. If a large cash withdrawal is completed at a branch you will be required to sign a cash withdrawal agreement or affidavit. Refusal to sign the agreement is grounds for us to revoke the cash withdrawal and require an alternate delivery for the funds. You understand and agree that the Bank is not responsible for providing any security regarding any cash withdrawals or deposits.

Substitute Checks. To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all of the checks that you receive back from the Bank may be substitute checks. This notice describes rights you have when you receive substitute checks from the Bank. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other laws with respect to those transactions.

Your Rights Regarding Substitute Checks. In certain cases, federal laws provide a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your account (for example, if you think that the Bank withdrew the wrong amount from your account or that the Bank withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, returned item fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other laws.

If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your account earns interest) within ten (10) business days after the Bank received your claim and the remainder of your refund (plus interest if your account earns interest) not later than forty-five (45) calendar days after the Bank received your claim. The Bank may reverse the refund (including any interest on the refund) if it later is able to demonstrate that the substitute check was correctly posted to your account.

How to Make a Claim for a Refund. If you believe that you have suffered a loss relating to a substitute check that was posted to your account, please contact the Bank at 844-4TRUIST or you can visit your local branch. You must contact

the Bank within forty (40) calendar days of the date that the Bank mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the statement for your account showing that the substitute check was posted to your account, whichever is later. The Bank will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. We may require that you submit your claim in writing. Your claim will still be timely if we receive your oral claim within the 40 day time period, and we receive your written claim no later than the 10th business day after you submitted your oral claim.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- Copies of the substitute check or the following information to help the Bank identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check.

Non-Sufficient Funds. An overdraft is created when you have non-sufficient funds in your account to cover a check, withdrawal, automatic transfer, electronic transaction (e.g., ATM or point-of-sale purchase), returned deposited item, or any other electronic purchase, payment, or debit when it is presented for payment. If your account is linked to Overdraft Protection, the overdraft will be paid, pursuant to the terms of the Overdraft Protection Service section stated in this Agreement (and subject to the funds available in your Overdraft Protection protector account). Overdraft Protection transfer fees as described in the Business Deposit Accounts Fee Schedule will also apply.

Your responsibility when your account has an overdraft. Only you are in the position to ensure that your account has sufficient funds to cover all of your checks, debits and fees by maintaining an accurate record of your outstanding credits and debits. CHECKS OR OTHER ITEMS DRAWN AGAINST NON-SUFFICIENT FUNDS IN YOUR ACCOUNT, WHICH HAVE NOT BEEN COVERED BY OVERDRAFT PROTECTION, ARE SUBJECT TO A FEE, SET FORTH IN THE BANK'S THEN CURRENT BUSINESS DEPOSIT ACCOUNTS FEE SCHEDULE. This fee will be charged to your account in accordance with the terms of this Agreement or any applicable regulations and laws in effect at the time the penalty/fee is incurred. We may determine whether your account contains sufficient funds to pay a check or other item at any time between the time the check or other item is received by us and our return deadline and by using any means we choose in our sole, unilateral and absolute discretion, and only one determination of the account balance is required. The Bank under no circumstances shall be required to examine or consider balances which you may maintain in your other accounts. If that determination reveals non-sufficient funds to pay the check or other item, we will not be required to honor the check or other item and may return it. Alternatively, we may honor the check or other item and create an overdraft.

However, honoring one or more overdrafts does not obligate us to honor any future overdrafts, and you should not rely on us to honor an overdraft.

We are not required to send you prior notice on any items, such as ACH debits or checks, returned for non-sufficient funds. You agree to deposit sufficient funds immediately to cover any overdraft and any penalties assessed, and to reimburse us for any costs, including but not limited to reasonable attorney's fees, we incur in collecting any overdraft from you. The amount of the overdraft shall constitute an indebtedness to the bank and shall be due and payable immediately, without notice or demand.

Overdraft Protection Service. Overdraft protection is an optional service you can add to your checking or money market account by linking one eligible account. We will use available funds in your linked account, (the "protector" account), to authorize or pay your transactions if you don't have enough money in your checking or money market account (the "protected" account). You can enroll in Overdraft Protection by calling 844-4TRUIST.

Eligible protected accounts include a checking or money market account. Savings accounts are not eligible to enroll in the Overdraft Protection Service as a protected account.

Eligible protector accounts include a Truist deposit account, Truist credit card, or Truist Line of Credit.

A single Overdraft Protection Transfer or Advance Fee will be assessed any day a transfer/advance is made regardless of the number of transactions covered. Also, we will not charge a fee unless the transfer/advance covered at least one pending item, or helped you avoid at least one overdraft or returned item. The fees associated with Overdraft Protection may be less expensive than the fees for overdrafts and returned items. The Business Deposit Accounts Fee Schedule explains the fees and other charges that apply to Overdraft Protection. Please review the Business

Deposit Accounts Fee Schedule carefully. Your protector account can provide Overdraft Protection for more than one deposit account, but a protected account can have only one protector account. We may cancel your Overdraft Protection service at any time by sending you notice. Your request to add or cancel Overdraft Protection is effective immediately. Transfers will be made in exact increments from the protector account to your protected account. This information is detailed below. Any owner of both the protected account AND the protector account may enroll in Overdraft Protection without the consent of other owners by calling 844-4TRUIST. Any owner of the protected account OR the protector account may cancel Overdraft Protection without the consent of other owners by calling 844-4TRUIST. If you link a jointly owned account, you authorize us to share information about your account with each owner of the other linked account, such as type of protector account and partial protector account number.

Overdraft Protection from Another Deposit Account allows you to link your checking or money market account (the "protected" account) to another Truist deposit account (the "protector" account), for Overdraft Protection. The protector account can be a second checking account, savings account, or money market account. When you do not have enough available funds in your protected account to cover a debit item, we may automatically transfer funds from the available balance in your protector account to your protected account. We generally charge an Overdraft Protection transfer fee for each day a transfer is made. Transfers will be made for the exact amount of the overdraft plus applicable fees from the protector account to your protected account. If the balance in the protector account is not sufficient to cover the entire overdraft, the Bank may make transfers to pay individual debit items up to the available balance in the protector account. However, the Bank reserves the right to not initiate transfers to cover such overdraft and to return the debit item(s) for non-sufficient funds. An overdraft or returned item fee, as disclosed in the Business Deposit Accounts Fee Schedule, for each debit item will be charged. Funds you deposit into your protected account may not be available immediately for Overdraft Protection transfers. Overdraft Protection will be cancelled if your protected account or the protecting account is closed, or if the linked account has a zero balance. Please see the Business Deposit Accounts Fee Schedule for more information about Overdraft Protection from another deposit account.

Overdraft Protection from Your Credit Card allows you to link your checking or money market account (the "protected" account) to an eligible Truist credit card (the "protector" account) for Overdraft Protection. When you do not have enough available funds in your protected account to cover a debit item, we may automatically advance available funds from your protector account and transfer the funds to your protected account. Transfers will be made in exact increments from the protector account to your protected account. If the available credit on the protector account is not sufficient to cover the entire overdraft together with the related fees, the Bank may make transfers to pay individual debit items up to the available credit on the protector account. However, the Bank reserves the right to not initiate transfers to cover such overdraft and to return the debit item(s) for non-sufficient funds. An overdraft or returned item fee, as disclosed in the Business Deposit Accounts Fee Schedule, for each debit item will be charged. An Overdraft Protection advance is made under, and is subject to, the terms and conditions described in the applicable credit card agreement. We ordinarily do not make an advance if you are in default under your credit card agreement or if the advance would cause you to exceed the amount of credit available for that type of transaction. As examples, we may decide not to advance funds from your credit card account if you fail to make a credit card payment by its due date or if you exceed any credit card limit on your credit card account. The funds advanced are subject to fees and finance charges under your credit card agreement. Overdraft Protection advances do not have a grace period and will begin accruing finance charges from the date the advance is posted to your credit card account. We may also charge an additional Overdraft Protection transfer fee to your protected account for each day a transfer is made, as disclosed in the Business Deposit Accounts Fee Schedule.

Advances from a Credit Card may be charged at a higher Cash Advance rate of interest. Please see your credit card agreement for more information about Overdraft Protection from your credit card account.

Overdraft Protection from Your Line of Credit allows you to link your checking or money market account (the "protected" account) to an eligible Truist line of credit (the "protector" account) for Overdraft Protection. When you do not have enough available funds in your protected account to cover a debit item, we may automatically advance funds from your protector account and transfer the funds to your protected account. Transfers will be made in exact increments from the protector account to your protected account. If the available credit on the protector account is not sufficient to cover the entire overdraft together with the related fees, the Bank may make transfers to pay individual debit items up to the available credit on the protector account. However, the Bank reserves the right to not initiate transfers to cover such overdraft and to return the debit item(s) for non-sufficient funds. A transfer may not be available if the line of credit is blocked due to a late payment. An overdraft or returned item fee, as disclosed in the Business Deposit Accounts Fee Schedule, for each debit item will be charged. The Overdraft Protection advance is made under, and is subject to, the terms and conditions described in the line of credit agreement. We ordinarily make

the advance as long as you are not in default under the line of credit agreement and as long as the advance does not cause you to exceed the amount of your available credit on your line of credit. The funds advanced are subject to fees and finance charges under the line of credit agreement. Overdraft Protection advances do not have a grace period and will begin accruing finance charges from the date the advance is posted to your line of credit account. We may also charge an additional Overdraft Protection transfer fee to your protected account for each day a transfer is made, as disclosed in the Business Deposit Accounts Fee Schedule.

Please see your line of credit agreement for more information about Overdraft Protection from your line of credit.

5. FRAUD AND UNAUTHORIZED TRANSACTIONS.

Duty to Safeguard Account. You have a duty to safeguard access to your account (including any credit accounts), account information, checks, signature stamps, account security codes, passwords, or personal identification numbers ("PIN") and personal identification. If there are any unauthorized transactions or suspicious activity on your account, including unauthorized checks or debits on your account or lost, stolen or missing checks, we strongly advise that you close your current account and open a new one, and if available, implement a service that is designed to help detect and/or deter fraud. If you do not close your account, or if you fail to implement the service that was recommended to you after a fraud occurred of the kind the service was designed to prevent, you agree that the Bank is not liable to you for any subsequent debits, unauthorized transactions, losses or damages that occur on your account.

You agree to report any lost or stolen check(s) or any unauthorized transaction(s) on your account immediately upon discovery. We may require that you close the account and open a new account. If you fail to report such a theft or loss, you will assume full responsibility if the Bank should pay such items. If you permit any person to have access to any place in which you store your checks, you agree that the failure to keep your checks locked and secure shall constitute negligence and the Bank shall not be responsible for any such checks that are subsequently stolen and forged.

To guard against the disclosure and unauthorized use of personal information, you agree not to pre-print or write your Social Security Number, date of birth, driver's license number or other personal information on your checks or other items issued on your account. If such information is included on your checks or other items drawn on your account, you agree that the Bank will not be liable for the improper use of any such information by an individual or entity, regardless of how the individual or entity obtained or used the information.

You agree to place a stop payment on any lost or stolen check if such item has not already been paid. The Bank shall also not be responsible for paying any such item had you reported or stopped payment in a timely manner.

You agree to keep any account information, security code, password, PIN or personal identification used to access your deposit or credit account(s) secure and strictly confidential and not to disclose such information to any other person. You must notify the Bank immediately if this information is lost or has become known to, or been used by, an unauthorized person. You acknowledge that the Bank has no method to determine whether a transaction conducted with use of a valid name, account number, and security code or personal identification was proper, and therefore authorize the Bank to complete any transaction involving your account made with the use of such information. Subject to applicable law, you agree to be responsible for any transaction initiated with the use of a valid name, account number, security code, or personal identification, and agree that the Bank shall have no liability for any loss, claim, or damage you sustain as a result of the use of your security code or personal information described above whether such transaction was authorized or not. These rules apply to all checking, savings, or credit accounts in which a check, draft, or other item is used to withdraw or transfer funds.

Fraud Detection Products. Bank offers products and services that are designed to detect and/or deter fraudulent activity that can occur on your account (the "Mitigation Services"). At account opening and at various times during the life of your account, the Bank may recommend certain Mitigation Services based on your account type, services, activity, or anticipated activity. If you decide not to enroll in the recommended Mitigation Services, or fail to use the Mitigation Services as intended, you will be treated as having assumed any risk of loss that could have been prevented by the Mitigation Services. Except for the Bank's gross negligence or bad faith, if you refuse to enroll in Mitigation Services when offered, you will be precluded from asserting against the Bank any claim for an unauthorized or fraudulent transaction on your account that the Mitigation Services were designed to detect or that may have likely given you an opportunity to detect an unauthorized or fraudulent transaction and possibly stop or reject such transaction, and we will have no duty to re-credit your account for any losses you thereafter incur, and you waive any right to assert a claim against the Bank for such losses. At your request, Bank may attempt to recover funds from an unauthorized or fraudulent transaction. In such cases, you agree to indemnify and hold Bank harmless from any liabilities,

costs and expenses Bank may incur for its efforts in attempting to recover such funds on your behalf. Bank's attempts to recover funds are handled as a courtesy and shall not be an acceptance of responsibility for the unauthorized or fraudulent transaction, and Bank does not guarantee the recovery of any funds.

Duty to Review Account Statement. You agree to review your account statement within thirty (30) days from the statement date. Because you are in the best position to discover an unauthorized signature, any alterations that include an alteration to the amount of a check, a counterfeit item, or other error on the statement itself (including any item improperly charged to your account, any deposit not credited to your account, any unauthorized transaction, or any incorrect or improper amount, fee or interest calculation), you agree that, without regard to care or lack of care by you or the Bank, and except as otherwise may be required by applicable law, **we will not be liable for any such items or transactions and you will be precluded from any recovery from the Bank if you have not reported such items or transactions in writing to the Bank within thirty (30) days from the statement date of the earliest statement containing those items or transactions.** Additionally, we will not be liable for any alteration that involves only the payee name(s) on a check, any unauthorized, forged, improper or missing endorsements, or other defects affecting title on any item charged to the account if you fail to notify the Bank within 180 days from the statement date of the earliest statement containing those items or transactions. The Bank will also not be liable for forgeries on your account committed by the same person if you fail to report the first forgery(s) within thirty (30) days from the statement date containing the first forgery(s). If you choose not to receive your statements, you remain responsible to review and report any errors within thirty (30) days from the statement date. If you are absent from your account mailing address, you are responsible to make arrangements to have your statements reviewed for errors and report them in a timely manner.

Duty of Care. You agree that you will exercise ordinary care in handling your account. In exercising ordinary care, you shall have the duty to: carefully examine your bank statements [and any other notice(s)] for fraudulent or unauthorized transactions and promptly notify the Bank of fraudulent or unauthorized transactions; timely reconcile your bank statement to detect any other account discrepancies including any missing or diverted deposits; implement security precautions regarding the use and access to your account by use of any access device including checks, drafts or security codes, passwords, or other personal identification numbers; implement security precautions regarding the use and access to any signature stamp; conduct background checks on any individual who has authority to prepare your checks or reconcile your bank statements; independently review the work of any person who is responsible for reconciling your bank statement and preparing checks on a monthly basis; and comply with all other duties imposed on you under this Agreement or under applicable state law. Your failure to exercise ordinary care will constitute negligence and will preclude you from asserting against the Bank any unauthorized transaction on your account.

You acknowledge that the Bank processes its checks by automated means and is under no duty to examine each item presented for payment. You acknowledge that the Bank's automated check payment and notification procedure applies to all items presented for payment against your account including checks or other withdrawal orders presented directly over the counter at any branch location. You agree that such automated check payment and notification procedure is commercially reasonable. You and the Bank, pursuant to applicable law, therefore agree that the Bank shall be deemed to have exercised ordinary care if it adheres to a standard of manual or mechanical examination of a random sampling of items being processed for payment. These items may represent a sampling or selection of items drawn on all accounts, or items which meet certain minimum criteria established by the Bank for manual or mechanical inspection (such as large amounts). The Bank shall be deemed to have acted in good faith and in accordance with reasonable commercial standards in paying any items forged or altered so cleverly (as by unauthorized use of a signature stamp, facsimile machine or otherwise) that the unauthorized signature, endorsement, or alteration could not be detected by a reasonable person.

The Bank's policies and procedures are general internal guidelines for the sole benefit of Bank and do not establish a higher standard of care for the Bank than is otherwise established by the laws governing your account. A clerical error or honest mistake will not be considered a failure of the Bank to perform any of its obligations. If the Bank waives any of its rights as to you or your account on one or more occasions, it will not be considered a waiver of the Bank's rights on any other occasion.

Limitation to File Claim. You agree that no legal proceeding or action may be commenced against the Bank to recover any amounts alleged to have been improperly paid out of the account due to any unauthorized signature or endorsement, any alteration, or any other fraudulent or unauthorized transaction unless: (a) you have timely reviewed your account statement and provided the written notices as required above and (b) such proceeding or action shall have been commenced within one year from the date the statement containing the unauthorized transaction was made available to you. As used herein, a proceeding or action is commenced when you file suit in a court of

competent jurisdiction, or if the action is subject to arbitration, when you give the Bank written notice of such action. Any proceeding or action not brought within one year from the date of the first statement containing the unauthorized transaction is forever barred.

Duty to Cooperate. If you report any unauthorized transaction on your account, you agree to cooperate with the Bank in its investigation of the claim. This includes preparing an affidavit or statement containing whatever information the Bank requires concerning the account, the transaction, and the circumstances surrounding the loss. You also agree to file a criminal report and upon our request, to provide us with a copy of the report, and testify against any suspected wrongdoer and waive any claims against the Bank if you fail to do so or if you enter into any settlement, compromise, or restitution agreement with the wrongdoer without the consent of the Bank. The Bank may reverse any credit or reimbursement should you fail to file the criminal report or refuse to testify against the wrongdoer.

You agree that you cannot and will not bring any legal action or arbitration claim against us unless you have first provided the affidavit or statement described within this section.

Duty of Insurance. You agree to pursue all rights under any insurance policy you maintain before making a claim against the Bank in connection with any unauthorized banking transaction. You agree to provide the Bank with all reasonable information about any insurance coverage, including the name of the insurance carrier, the policy number, policy limits, and applicable deductibles. The Bank's liability, if any, will be reduced by the amount of any insurance proceeds you are entitled to receive. At the Bank's request, you agree to assign your rights under any insurance policy to the Bank.

Limitation of Liability. You agree that the Bank has a reasonable time to investigate the facts and circumstances surrounding any claimed loss and that the Bank has no obligation to provisionally credit your account before or during the investigation, unless required by law. If we do credit your account, you agree that such credit is not considered final payment. If a credit is given to your account at any time and the Bank determines that the original debit to your account was proper, you agree that the Bank may reverse the credit to you at any time whether it originally advised that the credit was provisional. The Bank's maximum liability is the lesser of actual damages proved or the amount of the unauthorized withdrawals, reduced by an amount which could not have been realized by the use of ordinary care. In no event will the Bank be liable for special or consequential damages, including attorneys' fees incurred by you. The Bank will not be liable for any items that are forged or altered in such a way that such forgery could not be reasonably detected.

If you request a stop payment on a check that is presented to us for payment electronically (such as a substitute check, converted check, remotely created check, or imaged check) that does not contain the check number, we will attempt to stop payment based on the information you provided. We will have no liability for our inability to stop payment on such an electronic item as our stop payment process is dependent upon the ability to read a check number. You may be charged a stop payment fee even if we are unable to affect your stop payment order.

Facsimile Signatures. The Bank may refuse to accept a request from you to use a machine or "facsimile signature" on your account. If we do agree, you must provide us with a specimen of any machine or facsimile signature and your name must be listed on the signature card for the account. Regardless of whether you have provided a specimen of the facsimile signature, if you use a machine or facsimile signature, you are responsible for any check, draft, item or other written order when bearing or purporting to bear a machine or facsimile signature of any of the authorized signers, regardless of by whom or by what means the item was created. You assume all liability for and indemnify us from the unauthorized use of any machine or facsimile signature. If you use any type of machine or facsimile endorsement on any item, you agree that we may accept any future machine or facsimile endorsement on an item as your endorsement regardless of by whom or by what means the actual or purported machine or facsimile endorsement may have been affixed.

Bookkeepers. In the event you authorize any third person, such as a bookkeeping service, an employee, or agent of yours to retain possession of or prepare items or make deposits, issue payments, wires or other transfers, you agree to assume full responsibility for any errors or wrongdoing by such third party or any of their employees, including if the Bank should pay such items or allow the negotiation of any part of a deposit, including receiving any cash back. You agree that we may deny a claim for loss due to forged, altered or unauthorized checks, endorsements or unauthorized payments, wires or other transfers if you fail to follow these procedures.

6. **BANK'S STIPULATIONS/RIGHT TO CLOSE ACCOUNT.** We may at any time, in our discretion, refuse to open an

account, refuse any deposit, refuse to cash a check, limit the amount which may be deposited, or return all or any part of a deposit. Further, the Bank may discontinue or refuse to offer you any account, service or product at any time. In addition, the Bank may close your account at any time and for any reason or for no reason without advance notice. If a determination by the Bank is made to close your account, a hold may be placed on the account until the funds are released to you. If we close your account we may give you either oral or written (includes electronic) notice of our intention to close the account. If given in writing, the notice will be sent to your address or e-mail shown on our records. Upon notice, you must stop conducting transactions on your account. We shall not be liable for dishonoring any items initiated after the date of the notice. In the event that you have not closed your account, we will close the account and mail you a check for the remaining balance in the account after deducting any applicable fees and charges to the address we have on record, or you may arrange delivery of the check at a mutually agreeable location. We may also deliver the remaining balance in any business or organization account to any authorized representative listed on our records for the business or organization. Closing the account does not release you from the payment of accrued fees or liability for items in process. The Bank may in its discretion close your account without prior notice if the account has a zero or negative balance, or if we believe it necessary to protect the Bank, its employees or others from risk, harm or loss. Any waiver by the Bank of its right to close an account for cause shall not be a waiver of our right at a later time to close your account for the same or similar reasons. Once we have closed your account, we can, without liability to us, refuse to honor any withdrawal requests, checks, or other items presented for payment after we closed your account. We further reserve the right to reject any deposit that is made to a closed account by returning the item or by crediting the item to another active account of yours. We reserve this right notwithstanding that the deposit may have been processed and/or that you were given a receipt for the deposit. The deposit receipt shall not constitute acceptance of funds in such instance and we shall have no liability for any items returned unpaid which are drawn on a closed account even if you attempt to make a deposit to the account. You may close your account at any time but must first notify the Bank in writing, or by contacting one of our branches or offices of your intent to close the account. Your failure to notify us may result in additional fees or charges on the account and you shall remain liable for any items in process. A notation written on the face of a check does not constitute the required notification to the Bank. We may accept deposits to an account after it is closed in order to pay any fees or charges due and any amounts outstanding and unpaid. Acceptance of any deposit does not require us to reactivate or reopen the account.

You agree that the Bank may report your account to Early Warning Systems or other consumer reporting agencies if it is closed due to a negative balance, fraud, or other inappropriate activity. If we close your account because the account has an overdrawn balance, which we charged off, you agree we may report this closure. Such reporting may adversely affect your ability to open an account at another financial institution or to write or negotiate checks at retailers or merchants. For disputes regarding credit information provided by the Bank to Early Warning Systems or other consumer reporting agencies you must send the dispute information to P.O. Box 849, Wilson, NC 27894.

7. **RIGHT TO FREEZE ACCOUNT.** We may suspend payment and/or place a hold on your account in our sole discretion and under any circumstance including, but not limited to: (a) if the Bank determines that the ownership of funds or the right to debit or make withdrawals from your account is in dispute. For purposes of this section, "dispute" may include such disputes between you and the Bank involving the account, disputes between you and an authorized signer or other joint owner, or any situation where a third party takes action or gives notice to the Bank of any claim on the account or funds contained therein, regardless of whether the Bank is involved in such dispute, as well as any other situation in which there is an allegation of fraud or mistake or the Bank is uncertain as to the ownership or payment of funds; (b) you owe the Bank or any of its affiliates money, or the Bank or any of its affiliates has a claim against you for the payment of money, regardless of whether such claim is disputed, unliquidated, or contingent; (c) we detect or suspect any unauthorized, unlawful or irregular activity related to your account including but not limited to transactions prohibited by any law, rule or regulation, including the Unlawful Internet Enforcement Act; (d) you have committed or are suspected of committing an allegedly fraudulent act, or, if any claim, whether oral or written, has been made upon the Bank due to your actions; or (e) upon notice of a bankruptcy filing. Payment will be suspended and/or a hold will remain on your account until the dispute, allegation, or problem is resolved or determined to the Bank's satisfaction. In no event will the Bank be liable for any delay or refusal to follow instructions or for returning items unpaid that occur as a result of a dispute or uncertainty over the ownership or control of your account or the suspension or freezing of your account for any of the reasons stated above. In the event we receive a documented claim for a forged, irregular, altered (including payee and dollar amounts), or unauthorized endorsement on a check or draft deposited into your account, the Bank is authorized to debit your account for the amount of the claim, without prior notice to you. The Bank will have no liability for honoring the claim.

You agree to be liable to the Bank for any loss, costs, including but not limited to reasonable attorney's fees, or expenses, to the extent permitted by law that we incur as a result of any dispute brought by a third party involving your account. You authorize us to deduct any such loss, costs, or expenses from your account without prior notice to you.

8. **RIGHT OF SETOFF.** You hereby assign and grant to the Bank a security interest in all accounts as security for your obligations to the Bank existing now or in the future. As is lawfully permitted and without prior notice to you, the Bank may exercise its right of setoff against your accounts to repay any debt you or any co-owner as principal, endorser, guarantor or otherwise owe to us (herein defined to include, the Bank, our parent, affiliates, subsidiaries, divisions and departments). This means that we have the right to apply part or all of the funds in your account for the satisfaction of any debt you or any co-owner of the account owes us. You agree that our right of setoff applies to any debt or obligation owed to the Bank (whether present or future, contingent or otherwise, as principal or surety or otherwise) and is not conditioned on, or limited by, the complete mutuality of the parties obligated on the debt and owners on the account, the maturity of the debt, giving notice to you, or the availability of any collateral securing the debt. If you open a new deposit account, we may use any funds in this new account to offset balances previously owed to us. If your account is an individual account, our right of setoff may be exercised to repay your debts, whether they are owed by you individually or jointly with others. All of the funds in a joint account may be used to repay the debts of any co-owner, whether they are owed individually, by a co-owner, jointly with other co-owners, or jointly with other persons or entities having no interest in your account. Debts subject to our right of setoff include those owed by you from another joint account in which you are a co-owner even though the debt may not have been directly incurred by you, as well as debts for which you are only secondarily liable. Our security interest and our right of setoff also applies: (i) when we give you credit for or cash a third-party check which is returned to us unpaid for any reason or is counterfeit regardless of the timing of said return; (ii) to cover overdrafts created in any account held by you or in which you have an interest whether or not you consented to the overdraft or are otherwise responsible for it; (iii) to recover service charges or fees owed by you or any joint owner of your account; and (iv) to reimburse the Bank for any costs or expenses in enforcing its rights, including, without limitation, reasonable attorneys' fees and the costs of litigation to the extent permitted by law. We may exercise our right of setoff or security interest even if the withdrawal results in an early withdrawal penalty or the dishonor of subsequent checks. You agree that the Bank will not be responsible for dishonoring items presented against your account when the exercise of our right of setoff or security interest results in insufficient funds in your account to cover the items. Our right of setoff or security interest may be exercised before or after the death of an account owner and can follow the proceeds to any other account held at the Bank. Failure of the Bank to exercise its right of setoff as provided herein on any occasion when the right arises does not affect the Bank's right to exercise its right of setoff at a later time for the same occurrence or for any subsequent occurrence. The security interest granted by this Agreement is consensual and is in addition to the Bank's right of setoff and any rights under applicable law. Certain federal or state laws may be interpreted to protect funds received from federal or state agencies from setoff. You agree that our right of setoff includes the right to use proceeds from all funds deposited into your account, including funds received from the Social Security Administration and other federal or state agencies, to pay debts, including overdrafts and account fees. By continuing to deposit these funds into your account you agree to allow the Bank to exercise its right of setoff against these funds, and not to assert any claim or defense that these deposits are exempt from setoff based on any federal or state law, rule, or regulation.
9. **STOP PAYMENT ORDERS.** Any authorized signer on an account may stop payment on a check or draft drawn on the account, if the check or draft has not already been paid or cashed by the Bank.

You may request a stop payment on an Automated Clearing House (ACH) debit to your account if the item has not already been paid. You are responsible for notifying the originator/sender that you have revoked your previous authorization for ACH debits.

You may not stop payment on a Debit Card point-of-sale transaction, ATM transaction or a transaction that you initiate by check, which a merchant converts to an electronic transfer at the point of sale. We may, but are not required to, accept oral or written stop payments, even though the person who is requesting the stop payment is not the authorized signer who signed the item. You must describe with certainty the check or draft to be stopped. If you do not provide the check number, payee and the exact amount of the item, we will not be liable for misidentification or payment of the item and failure to honor the stop payment order.

A stop payment order must be received in such a manner that affords us a reasonable opportunity to act upon it. In some cases, we may pay an item even if a stop payment order is in process. For example, if one of our banking offices, without notice of your request, cashes a check that you have asked us to stop, we may still pay the check. If the Bank pays an item over a valid and timely stop payment order, the Bank is responsible only to the extent that you can establish that you have incurred actual damages. If your account is re-credited, you agree to transfer to us all of your rights against the payee or other holder of the item, and to assist us in legal action taken later against that person.

There is a fee for the special handling involved with a stop payment order. If you make an oral stop payment, you will be required to confirm the request in writing within 14 days after the Bank received the oral stop payment, unless the Bank sends a stop payment confirmation, which will suffice as the written request. A stop payment order on a check or a non-consumer account will be effective for six months from the date of the written request unless renewed prior to the expiration of the request. If not renewed, an item that is presented or re-presented to the Bank for payment may be paid. Each renewal is treated as a new stop payment order and subject to the Bank's stop payment fee. A release or cancellation of a stop payment order may be given by any Depositor or authorized signer on the account; however, such a release or cancellation must be delivered to us in writing.

- 10. LEGAL PROCESS ON YOUR ACCOUNT.** You acknowledge and agree that because the Bank has offices in multiple states, if any legal process is served upon the Bank, we may honor such service, regardless of where or how served. You agree that we may accept any legal process we believe to be valid and that we may, in our discretion, waive such service and accept legal process by mail, electronic mail, facsimile or other means. If we receive any court order or similar process, or if we are required to suspend payment by any law or regulation including, but not limited to those issued by the Office of Foreign Assets Control, we may suspend payment or comply with the terms of the order or similar process on any account that we reasonably believe to be affected by the order. Payment will be suspended until final resolution of such court order or similar process or until the applicable law or regulation authorizes resumption of payments, even though such suspension or compliance may be due to inadvertency or error due to the similarity of names of Depositors or other mistakes. If your account is attached, garnished, or otherwise subject to levy by a court order or similar lawful legal action, we will not be liable to you for any sums we reasonably determine to pay or freeze because of such attachment, garnishment, or other levy, even if paying or freezing the money from your account leaves non-sufficient funds to pay a check you have written. After receiving legal process, if we reasonably determine that are required to freeze or remove the funds at issue from your account, you agree that we are not required to pay interest on such funds. If we incur any expenses including, without limitation, reasonable attorney's fees in responding to a court order or similar process in which we are not a named party that is not otherwise reimbursed, we may charge such expenses to your account without prior notice to you. Any attachment, garnishment or other levy against your account is subject to the Bank's right of setoff and security interest. The Bank's fees for garnishment, levy, or other attachment against your account are due when the garnishment, levy or other process is issued, and the Bank may offset these fees from your account prior to honoring any garnishment, levy, or other attachment. All funds held in a joint account may be subject to satisfy any legal process against you or your account pursuant to applicable law notwithstanding any claim or assertion of actual ownership of the funds in the account.
- 11. POWER OF ATTORNEY.** The Bank may in its sole discretion refuse to honor or accept a Power of Attorney to open, close, deposit, or withdraw funds from your account or to supply endorsements on checks or any other item or to take any other action with respect to your account. We may require the agent or attorney-in-fact to confirm in an affidavit that the power has not been revoked or terminated or that you are not deceased. We may continue to recognize the authority of your agent or attorney-in-fact until we receive and have a reasonable opportunity to act upon notice of your death or written notice of revocation or termination of the Power of Attorney. We may require that you register the Power of Attorney with the appropriate recording authorities. As may be permitted, we reserve the right to restrict the nature or size of the transactions the agent or attorney-in-fact may conduct on your behalf and we may require that you personally authorize such transactions. The Bank may permit the principal or an authorized signer to conduct transactions against the account even if the Bank has recognized a Power of Attorney to the account. The principal shall have access to an account opened in his/her name under a Power of Attorney despite not having signed a signature card. The Bank in its sole discretion may refuse to recognize a Power of Attorney executed by one joint owner of a Joint Account without the consent of the other Joint Account owner(s). You agree to indemnify and hold Bank harmless for accepting and/or honoring any Power of Attorney, or copy thereof, which Bank accepts in good faith and believes is valid and authorized by you.
- 12. GOVERNING LAWS.** Your account is governed by the terms of this Agreement, the laws and regulations of the United States and, to the extent state law is applicable, the laws of the state where your account is located. The Bank determines where your account is located as follows:
- If you opened your account in person, it is located in the state where you opened it;
 - If you opened your account by telephone, mail, online or other remote means, and you resided in a state where we had branch offices at that time, it is located in that state;
 - But if, at the time your account was opened, you resided anywhere other than a state where the Bank has a branch office, your account is located in North Carolina and the applicable state law will be North Carolina.

If state and federal law are inconsistent, or if state law is preempted by federal law, federal law governs. Additionally,

the account is subject to the Uniform Commercial Code, except as specifically amended herein, applicable Federal laws and regulations, and Federal Reserve and clearing house rules and procedures in effect from time to time. In the event no party elects to arbitrate a Claim, you and the Bank agree that any lawsuit or other such proceedings arising from or relating to a Claim (other than small claims, as provided in the arbitration provision of this Agreement) shall be subject to the exclusive jurisdiction of the courts of the state whose law governs your account without regard to any conflicting choice of law rules and that venue shall lie in the same state as the law governing your account exclusive of any other state or jurisdiction.

13. **LIABILITY LIMITATION.** To the extent permitted by applicable law: (a) we shall not be liable for any liability, loss, or damage that may arise when we are acting in accordance with applicable laws, regulations, rules, this Agreement, or our agreements with any financial institutions regarding the transaction of your business under the account or by any acts or conditions beyond our control: (b) **IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL ANY PARTY BE LIABLE TO EACH OTHER OR ANY THIRD-PARTY FOR SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES;** and (c) we shall only be liable for your damages, as provided in this section, caused by our gross negligence or wanton and intentional misconduct.
14. **CONTACT AND ALERTS.** In order for us to service your account, we may contact you by phone, text, email or mail. You give the Bank and its agents express consent to contact you at any telephone number, email address or physical address that you have provided to us. When we call you, you agree that we may leave prerecorded or artificial voice messages. You also agree that we may use automatic telephone dialing systems in connection with calls or text messages sent to any telephone number you give us, including wireless numbers that may result in charges to you.
15. **DORMANT ACCOUNTS.** An account may be classified as "dormant" if there has been no owner generated activity on the account, including any deposits to or withdrawals from the account, or other account related contact for a period of twelve months or more. Recurring or Automatic Clearing House (ACH) or other similar electronic deposits or debits are not considered to be owner generated activity except where allowed by applicable state law. For an account classified as "dormant" we may, at any time in our discretion, reject any transaction in order to protect the account against unauthorized activity. For any "dormant" account, we reserve the right to cease charging any non-transaction based account fees previously assessed to the account if required by state law. Assessment of such fees will recommence without additional notice when the account is no longer "dormant". In accordance with governing state law, accounts for which there have been no owner generated activity for the statutory number of years will be closed and transferred to the state or other designated governmental agency under its escheatment laws. To recover funds from your account following escheatment, you must file a claim with the applicable agency. You agree that we may rely on an address change or notification received by us from a third party vendor or the U.S. Postal Service and other governmental sources to update your address on our records (though such update will not be considered owner generated activity).
16. **AUTHORIZATION OF TRANSFERS.** You authorize the Bank to make transfers of funds from time to time from any deposit or credit account upon instruction of any individual using a correct account name, account number, security code, confidential identification number, or other information the Bank has on file about you, your account or any other authorized signer on your account, and whether given orally, by telephone, in person, in writing, through an ATM, point-of-sale terminal, or any other method. Any such transfers may also be governed by separate agreement with the Bank pertaining to such services. You acknowledge that the Bank has no method to determine whether a transaction conducted with the use of a valid account name, account number security code or other information which the Bank has on file about you or your account was proper and therefore authorize the Bank to complete any such transaction in which the Bank receives such identifying information.

H. RULES APPLICABLE TO CERTAIN ACCOUNTS

1. **CHECKING SUB-ACCOUNTS.** All interest bearing and non-interest bearing checking (transaction) accounts offered by the Bank are designated as "Money Management Accounts." Savings and "money market" deposit accounts are not considered "Money Management Accounts." For most purposes, Money Management Accounts are treated as a single account for certain record keeping, fees, minimum balances, and paying items.

For regulatory accounting purposes, your checking account will consist of two "subaccounts" on our records. One sub-account is a checking account of the type designated by the account title ("Checking Sub-Account"). The other sub-account is a money market account ("Money Market Sub-Account"). If the checking account is interest bearing,

interest will accrue on the combined collected balance on deposit in both of these sub-accounts at the interest rate established for the applicable checking account. Therefore, the Annual Percentage Yield (APY) earned for the account is based on the combined collected balance on deposit in both sub-accounts during the statement cycle. If the checking account is non-interest bearing, no interest will be paid on the sub-account.

The Checking Sub-Account is classified as a "transaction" account from which an unlimited number of transfers of funds may be made; the Money Market Sub-Account is classified as a "money market" account in which case the number of transfers of funds from the account may be limited to six (6) per statement cycle. The limitation on transfers from the Money Market Sub-Account during a statement cycle is the determining factor for the procedure for transfers between the sub-accounts described below.

Funds on deposit in the Money Market Sub-Account may be maximized during each monthly statement cycle by automatic transfers from the Checking Sub-Account, which will minimize Funds on deposit in the Checking Sub-Account. In order to accomplish this goal, funds on deposit in the Checking Sub-Account in excess of the Target Balance, which is defined below, may be automatically transferred to the Money Market Sub-Account until such time in each monthly statement cycle that a total of six (6) transfers have been made from the Money Market Sub-Account back to the Checking Sub-Account to cover checks presented for payment or debits made from the Checking Sub-Account. Following the sixth such transfer from the Money Market Sub-Account to the Checking Sub-Account, no further transfers will be made from the Checking Sub-Account to the Money Market Sub-Account until the beginning of the next monthly statement cycle.

The Target Balance is a designated balance which is maintained in the Checking Sub-Account by automatic transfer of funds from the Money Market Sub-Account. The Target Balance is established for each Checking Sub-Account based on the type of checking account designated by the Bank as a Money Management Account and is subject to change from time to time without notice.

If checks presented and debits made against the Checking Sub-Account during the monthly statement cycle exceed the established target balance in the Checking Sub-Account, a transfer from the Money Market Sub-Account to the Checking Sub-Account will automatically be made by the Bank in an amount sufficient to pay the check(s) presented or debits made and to re-establish the Target Balance. The remaining balance in the Money Market Sub-Account will be transferred to the Checking Sub-Account, when the amount of the item(s) presented or debits made to the Checking Sub-Account plus the Target Balance exceeds the balance on deposit in the Money Market Sub-Account. Upon the sixth transfer from the Money Market Sub-Account to the Checking Sub-Account during any monthly statement cycle, the entire balance remaining in the Money Market Sub-Account shall be transferred to the Checking Sub-Account. At the end of each monthly statement cycle all funds on deposit in the Checking Sub-Account in excess of the Target Balance will be automatically transferred to the Money Market Sub-Account and the transfer process will begin anew.

The structure of the Money Management Accounts has no effect on the applicability of FDIC insurance coverage to the account.

2. **NON-INTEREST BEARING CHECKING ACCOUNTS.** The Bank offers several non-interest bearing business checking accounts. Most accounts come with a standard monthly maintenance fee. Some accounts also offer certain qualifiers to avoid the monthly maintenance fee. Others have benefits that help reduce or eliminate fees. Refer to the Business Deposit Accounts Fee Schedule for the account details and fees associated with your deposit account, including monthly maintenance fee, balance requirements to avoid the monthly maintenance fee, and other fees that may apply to your account and how certain fees can be avoided.

Transfers and Withdrawals. You may make transfers or withdrawals to or from these accounts in any amount, at any time, and by any means acceptable to the Bank, with no limitation on the number of transfers, including third-party transfers.

3. **INTEREST BEARING CHECKING ACCOUNTS.** The Bank offers several interest bearing business checking accounts. Most accounts come with a standard monthly maintenance fee. Some accounts also offer certain qualifiers to avoid the monthly maintenance fee. Refer to the Business Deposit Accounts Fee Schedule for the account details and fees associated with your deposit account, including monthly maintenance fee, balance requirements to avoid the monthly maintenance fee, and other fees that may apply to your account and how certain fees can be avoided.

Transfers and Withdrawals. You may make transfers or withdrawals to or from these accounts in any amount, at any time, and by any means acceptable to the Bank, with no limitation on the number of transfers, including third-party

transfers.

Compounding and Crediting of Interest. The Bank will begin to accrue interest on items deposited in an interest bearing transaction account no later than the first business day on which the Bank receives credit for such items. Interest is compounded daily and credited on the last day of the statement cycle. If the account is closed before interest is credited, you will not receive the accrued interest. For IOLTA accounts only, interest is not compounded but it is based on simple interest and it is credited to a separate legal services account on the first business day after the 5th of the following month. For Analyzed Interest Checking accounts only, interest is not compounded but it is based on simple interest and credited to the account on the first business day after the 20th of the following month.

Balance Calculation. Interest is calculated on the full amount of the collected balance in the account each day. The daily balance method is used to calculate the interest in accounts. Under this method, a daily periodic rate of interest is applied to the collected balance in the account each day. (For IOLTA accounts only, interest is calculated on the full amount of the average monthly collected balance. For Analyzed Interest Checking accounts only, interest is calculated on the average positive monthly collected balance less balances required to offset or reduce balance-based service fees.)

Variable Interest Rate. All interest bearing business checking accounts are variable rate accounts, and may be a rate of zero. The Bank, at its discretion, may change the interest rate on the account at any time. Interest may be calculated on certain interest bearing business checking accounts based upon a tiered rate schedule where different rates may apply according to the balance maintained in the account.

4. **MONEY MARKET AND SAVINGS ACCOUNTS.** The Bank offers business money market and savings accounts. Each account comes with a standard monthly maintenance fee or has certain qualifiers to avoid monthly maintenance fee. Refer to the Business Deposit Accounts Fee Schedule for the account details and fees associated with your deposit account, including monthly maintenance fee, balance requirements to avoid the monthly maintenance fee, and other fees that may apply to your account and how certain fees can be avoided.

Limitations on Withdrawals and Transfers. For money market and savings accounts, you are permitted to make transfers or withdrawals to or from the account in any amount and at any time subject to the Bank's right to require seven (7) days written notice prior to withdrawal of all or part of the funds on deposit. Withdrawals and transfers are subject to fees as disclosed in the Business Deposit Accounts Fee Schedule.

Compounding and Crediting of Interest. Interest begins to accrue no later than the first business day the Bank receives credit for the deposit of non-cash items. Interest is compounded daily and credited on the last day of the statement cycle. If the account is closed before interest is credited, you will not receive the accrued interest.

Balance Calculation. Interest is on the full amount of the collected balance in the account each day. The daily balance method is used to calculate the interest in these accounts. Under this method, a daily periodic rate of interest is applied to the collected balance in the account each day.

Variable Rate Accounts. Except as otherwise provided, money market and savings accounts will be variable rate accounts. The interest rate may change at any time and in our sole discretion. Interest may be calculated on certain money market and savings accounts based on a tiered rate schedule where different rates may apply according to the balance maintained in the account.

I. CERTIFICATES OF DEPOSIT

General Applicability. The terms, conditions, and disclosures set forth in this section apply to all Certificates of Deposit, whether they are represented by a written certificate or are book entry Certificates of Deposit (collectively, "Certificates of Deposit"), unless it is indicated that they are applicable to a specific type of Certificate of Deposit only, or where the terms and conditions are superseded by terms and conditions set forth on the Certificate, or on the receipt for a Book Entry Certificate of Deposit, or in some other written contract entered into at the time of the initial deposit.

Definitions. For purposes of this section, "term" shall refer to the number of days or months for which the Depositor agrees to have funds remain on deposit at the Bank; "maturity" and "maturity date" refer to the last day of the term of the Certificate of Deposit. This disclosure is in addition to the Truist New Account Opening Client Summary or Interest Rate Schedule, and the Certificate of Deposit Receipt.

Calculation of Interest. Compounding and Crediting. Interest on Certificates of Deposit begins to accrue on the day of deposit for cash and on us items and no later than the first business day following the day of deposit for non-cash items. We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day. The Annual Percentage Yield ("APY") assumes interest will remain on deposit until maturity. A withdrawal prior to maturity will reduce earnings.

By default, interest on all Certificates of Deposit is simple interest and is credited to the principal annually on the anniversary date of the Certificate of Deposit unless it has a term of less than a year in which event interest is credited to principal at maturity. Client has the option to request a different frequency of interest payment as well as the option to have the interest paid to a different account.

Fixed Interest Rate. Fixed Interest Rate Certificates of Deposit pay the rate of interest and APY for the term of the certificate as provided at account opening or in the renewal notice for each automatic renewal.

Variable Interest Rate. Variable Interest Rate Certificates of Deposit pay the initial rate of interest and APY disclosed at account opening or in the renewal notice for each automatic renewal period. After the expiration of the initial interest rate, each Certificate of Deposit is subject to interest rate and APY changes determined at our discretion, based upon the terms of the individual type of Certificate of Deposit and geographical location.

Renewal. All Certificates of Deposit automatically renew at maturity upon the same terms and conditions as set forth for the original Certificate except for the interest rate and APY and for any terms and conditions that may have been modified by the Bank prior to renewal, notice of which has been given in accordance with this Agreement. If the Certificate of Deposit has a term of less than thirty-two (32) days, you have one grace day beginning the calendar day after the maturity date to change the term of the Certificate of Deposit. If the Certificate of Deposit has a term of thirty-two (32) days or more, you may change the term of a Certificate of Deposit by notice to the Bank during the ten (10) calendar day grace period beginning the day after the maturity date. Changes in the principal amount of the Certificate of Deposit are subject to the restrictions set forth below. Modifications will be reflected on the renewal notice. Interest on Certificates of Deposit begins to accrue on the day of deposit for cash items and on us items and no later than the first business day following the day of deposit of non-cash items. Certificates of Deposit of any term shall be automatically renewed at the standard interest rate for the same time period as the original term, at the standard interest rate based on geographical location and the standard interest rate at the time of each renewal, based on your renewal balance. Unless specifically stated otherwise, bonus or promotional interest rates and APY offered at the time of renewal will not apply to automatically renewable time deposits. Additional deposits or partial withdrawals may be permitted at maturity and during the grace period subject to the following:

Certificates of Deposit with a Term of Less Than 32 Days. Additional deposits or partial withdrawals of principal and interest may be made on the maturity date or during the one-day grace period after the maturity date. Interest on Certificates of Deposit begins to accrue on the day of deposit for cash items and on us items and no later than the first business day following the day of deposit of non-cash items.

Certificates of Deposit with a Term of 32 Days or More. Additional deposits and partial withdrawals of principal and interest may be made on the maturity date or during the ten (10) calendar day grace period beginning on the day after the maturity date. Interest on Certificates of Deposit begins to accrue on the day of deposit for cash items and on us items and no later than the first business day following the day of deposit of non-cash items.

Minimum Opening Deposit

\$1,000 for 32 Days – 60 Months Regular, Stepped Rate, or Can't Lose Certificates of Deposit

\$2,500 for 7-31 Days Certificates of Deposit

\$5,000 for Treasury Certificates of Deposit

Redemption. The following restrictions apply to the redemption of a Certificate of Deposit without penalty and the payment of interest after maturity:

Automatically Renewable Certificates of Deposit with a Term of Less Than Thirty-Two (32) Days. Redemption without penalty may be made on the maturity date or during the one day grace period following the maturity date. If not redeemed or modified within the grace period, the Certificate of Deposit shall accrue interest at the standard interest rate and APY based on geographical location and the standard interest rate and APY at the time

of each renewal, based on your renewal balance

Automatically Renewable Certificates of Deposit with a Term of Thirty-Two (32) Days or More. Redemption without penalty may be made on the maturity date or during the ten (10) calendar day grace period beginning the day after the maturity date. If the Certificate of Deposit is redeemed within the grace period, interest will not be paid for the days after the maturity date through the date of redemption. If not redeemed or modified within the grace period, interest shall accrue at the standard interest rate and APY based on geographical location and the standard interest rate and APY at the time of each renewal, based on your renewal balance.

Withdrawal of Interest. With the Bank's consent, you may make a withdrawal of all or part of the accrued interest on a Certificate of Deposit prior to its maturity date provided that the remaining balance is at least equal to the original principal amount of the Certificate of Deposit.

Withdrawal of Principal Prior to Maturity. Withdrawals of principal from a Certificate of Deposit prior to maturity may be permitted provided the principal balance remaining in the account continues to meet the Bank's minimum deposit requirement. In addition, certain early withdrawal penalties will apply and the interest rate may also be reduced.

Early Withdrawal Penalties. Except as otherwise disclosed:

- Certificates of Deposit with a term of less than 3 months, the penalty shall be all interest that would have been earned or \$25, whichever is greater.
- Certificates of Deposit with a term of 3-12 months, the penalty shall be an amount equal to 3 months simple interest earned on the principal amount withdrawn or \$25, whichever is greater.
- Certificates of Deposit with a term of 13-23 months, the penalty shall be an amount equal to 6 months simple interest earned on the principal amount withdrawn or \$25, whichever is greater.
- Certificates of Deposit with a term 24 months or greater, the penalty shall be an amount equal to 12 months simple interest on the principal amount withdrawn or \$25, whichever is greater.

Medical Emergency. An early withdrawal of principal for a medical emergency may be permitted without an early withdrawal penalty if: the initial deposit and any additional deposit have been on deposit at least seven (7) calendar days prior to withdrawal; there have been no partial withdrawals for six (6) calendar days preceding the withdrawal; and the owner of the Certificate of Deposit maintains a Vantage Checking, Private Vantage Checking, Asset Management Account, Golden Advantage, Elite Gold, or Senior Checking account at the time of the withdrawal.

Death or Incompetency. If a Depositor dies or is judicially declared mentally incompetent after purchasing a Certificate of Deposit, the Bank may honor one (1) request for withdrawal of the deposit prior to maturity without penalty.

NOTE: If the amount of the penalty exceeds the actual interest accrued for the term, whether paid or unpaid, the penalty shall be withheld from the principal of the Certificate of Deposit.

ADDITIONAL TERMS FOR THE FOLLOWING COMMERCIAL CERTIFICATE OF DEPOSITS

Business Treasury CD. The interest rate will be determined at the Bank's discretion but shall not be less than one percent below the discount rate of the preceding month's last auction of the United States Treasury Bill with a maturity of 3 months. The Bank may make changes to the interest rate on your Truist Business Treasury CD at any time. Additional deposits of at least \$100.00 are allowed at any time and may be made in person or by draft from a Truist deposit account. Electronic deposits from non-Truist accounts are not permitted. Interest will accrue on all additional deposits at the interest rate on the account at the time of the additional deposit. During the term of the CD, and for any subsequent renewal, you are permitted one "penalty free" withdrawal each month provided that the funds have remained on deposit for at least seven (7) calendar days and there have been no partial withdrawals for six (6) calendar days preceding the withdrawal.

Public Fund Treasury CD. The interest rate will be determined at the Bank's discretion but shall not be less than one percent below the discount rate of the preceding month's last auction of the United States Treasury Bill with a maturity of 3 months. The Bank may make changes to the interest rate on your Truist Public Fund Treasury CD at any time. No additional deposits are allowed except at renewal, following the guidelines described in the previous section titled "Additional Deposits and Partial Withdrawals." However, during the term of the CD, and for any subsequent renewal, you are permitted one "penalty free" withdrawal each month provided that the funds have remained on deposit for at least

seven (7) calendar days and there have been no partial withdrawals for six (6) calendar days preceding the withdrawal.

J. AVAILABILITY OF FUNDS

Policy. Truist Bank's policy applies to Business Checking Accounts, Interest Checking, Money Market (excluding IRAs) and Savings Accounts.

Deposit Received. For Business Accounts, please see the section below titled "Collected" Funds Availability for Business Accounts.

If a check is deposited, we may place a hold on the funds which will delay the availability of the funds. The hold may be based upon how long your account has been open, amount of the deposit, type of item(s) deposited, how your deposit is made and how you manage your account. If checks are presented or withdrawals made against funds that are not yet available or are subject to a longer hold, a returned item or overdraft fee may be assessed to your account and the checks may be returned unpaid.

This policy does not apply to deposited items drawn on financial institutions located outside of the United States.

Determining the Business Day of a Deposit. For determining the business day of your deposits, every day is a business day, except Saturdays, Sundays, and federal holidays. If you make a deposit during regular business hours on a business day that we are open, we will consider that day the day of your deposit. However, if you make a deposit after the end of a current business day, a Saturday or Sunday, a federal holiday, or on a day we are not open; we will consider the deposit made on the next business day we are open.

The Bank determines when deposited items are considered collected or available for the payment of checks or withdrawal based on the number of business days from the day of your deposit.

The business day of your deposit is indicated on the deposit receipt. Our earliest business-day cutoff time at a banking office is 2:00 p.m. local time. Later business-day cutoff times may apply in certain offices or locations. Inclement weather, natural disasters, or computer or electronic failures may also affect the business day and business hours.

Immediate Availability. Funds from the following deposits are available on the business day we receive the deposit.

- Wire Transfers
- Electronic Deposits
- Cash deposited at a branch or ATM (excludes coins until counted and verified)
- Checks deposited at the ATM or with the Mobile app using immediate availability service (IAS); fees will apply. Refer to the Business Deposit Accounts Fee Schedule for additional details.

Next Day Availability. Funds from the following deposited items are available for withdrawal on the first business day after the day of your deposit, unless we delay your availability as described in the Longer Delays May Apply section. These checks must be payable to you, deposited to your account, (other than a U.S. Treasury check), and made in person to a Truist employee:

- SunTrust Bank checks
- BB&T Bank checks
- Truist Bank checks
- U.S. Treasury checks
- U.S. Postal Money Orders
- Federal Reserve Bank checks
- Federal Home Loan Bank checks
- State, local government and U.S. government checks
- Cashier's, Certified, and Teller's checks

In some cases, when you do not make your deposit in person to one of our employees (excluding Treasury checks), funds from these deposits will be available on the second business day after the day of your deposit.

Second Business Day Availability. In some cases, we may not make all of the funds from a check available on the first business day after the day of the deposit. Depending on the type of check that you deposit, funds may not be available until the second business day after the day of your deposit. The first \$225 will be made available during nightly processing on the business day we receive your deposit. If we are not going to make all of the funds from a

check deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We also will tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice no later than the next business day after we receive your deposit. If you will need the funds from a deposit right away, you should ask when the funds will be available.

Longer Delays May Apply. Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,525 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit. When a hold is placed for longer than two business days, you will not have any of the deposited funds immediately available for use.

During the delay, the funds are unavailable, and you may not withdraw the funds. If checks are presented or withdrawals made against unavailable funds, a return item fee or overdraft fee may be assessed to your account and the checks may be returned unpaid.

We may refuse to accept a check for deposit if we believe the check is not collectible. In this case, you may present the check for payment directly to the paying bank or you may request us to send the item to the paying bank for collection in your name.

The following Section applies to Business Accounts only “Collected” Funds Availability for Business Accounts

When you deposit a non-Truist Bank check into your account, the Bank must collect the funds from the “paying bank.” The check is sent directly to the Paying Bank or to the Federal Reserve Bank (or another clearing bank) and the Bank receives provisional credit (pending final payment by the paying bank). The check is then presented to the paying bank. Once the presentment process is completed, the funds are deemed “collected.”

The number of collection days on check deposits depends on the location of the paying bank. You may request a copy of Truist Bank’s check-processing availability schedule to determine when checks are considered collected.

Although a check you deposit may be considered collected by us, the paying bank may still return the check to us unpaid.

To ensure there are sufficient funds in your account to cover the check amount if the deposited check is returned, we may place a “hold” on your account for the amount of the check. Refer to the following section in this disclosure for the number of days availability may be delayed when a hold is placed on the account:

Deposits at Night Depository Facilities, Cash Vault or Automated Teller Machines (ATMs). If you make your deposit after 7:00 a.m. ET at a Truist Bank night depository or deposit(s) received after 2 p.m. ET at one of our cash vault operations or after 9:00 p.m. ET at a Truist Bank ATM on a business day or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

All cash will be made immediately available, with the remainder of your deposit being available as outlined in this policy, for deposits received at Truist’s ATM’s.

An IAS offer may be presented for each check deposited and may provide faster access to deposited funds, if accepted. Funds from checks deposited by 11:59 pm ET, with IAS, will be included during nightly processing. Fees will apply. Refer to the Business Deposit Accounts Fee Schedule for additional details.

You should consult your transaction receipt for the exact posting date of any ATM deposit. Your “posting date” will be the same date as the transaction date. However, if the deposit is made after the cut-off time for the transaction date or

on a non-business day then the "posting date" will be the next business day after the transaction date on your receipt.

Mobile Deposits. Mobile deposits are generally available to you on the first business day after the day we receive your deposit. If you make a deposit before cut-off which is 9:00 p.m. ET on a business day, we will consider that the day of your deposit. If your deposit is after 9:00 p.m. ET, we consider the deposit made on next business day we are open.

An IAS offer may be presented for each check deposited and may provide faster access to deposited funds, if accepted. Funds from checks deposited by 11:59 pm ET, will be included during nightly processing. Fees will apply. Refer to the Business Deposit Accounts Fee Schedule for additional details.

Before making a mobile deposit, please endorse the back of the check with the words "For Truist Mobile Deposit Only" or the check may be refused for deposit.

Online, Telephone, and In-Branch Electronic Transfers Between Truist Accounts. Online, telephone, and in-branch electronic transfers between your Truist accounts are considered deposits. These deposits are available to you on the same business day we receive your deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written.

If you make a deposit before 9:00 p.m. ET on a business day, we will consider that the day of your deposit. If you make a deposit after 9:00 p.m. ET on a business day we will consider that the deposit was made on the next business day we are open.

Other Electronic Credits. Truist offers services that allow clients to process deposits such as Zelle. These are considered electronic credits and are subject to the availability practices outlined in this policy in addition to the terms and conditions of the applicable service agreements. If you are registered with the Zelle service, transactions received through Zelle will be available to you immediately. Credits received as a Real-Time Payment (RTP) will be available to you immediately. Credits received from a Real-time Payment will be considered a same day credit if received prior to 11:59 p.m. ET.

Special Rules for New Account Holders. If you are a new customer, the following special rules will apply during the first 30 days your account is open.

Funds from electronic direct deposits to your account will be available on the day we receive the deposit. Funds from deposits of cash, wire transfers, and the first \$5,525 of a day's total deposits of cashier's, certified, teller's, travelers, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The excess over \$5,525 will be available no later than the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,525 may not be available until the second business day after the day of your deposit. Funds from all other check deposits may not be available until the ninth business day after the day of your deposit.

ATM deposit functionality may be limited for temporary access devices issued for new deposit accounts.

Special Rules for Money Market and Savings Accounts. In some cases, we may not make all of the funds from a check available on the first business day after the day of the deposit. Depending on the type of check that you deposit, funds may not be available until the fifth business day after the day of your deposit. If we are not going to make all of the funds from a check deposit available on the first business day after the day of your deposit, we will notify you at the time you make your deposit. We also will tell you when the funds will be available. If your deposit is not made directly to one of our employees, or if we decide to take this action after you have left the premises, we will mail you the notice no later than the next business day after we receive your deposit.

Depositor's Responsibility. We may make funds from deposited checks available to you before the funds are collected. You are still responsible for any deposited checks that are returned unpaid and for any other problems concerning your deposit, even if you have already withdrawn the funds from your account.

Collection of Rejected and Returned Items. The collection process is delayed or interrupted if the check rejects during processing. If you deposit a check that rejects during processing, collection of the funds may be delayed one additional business day. If a check you deposit is returned unpaid and charged back to your account, we may hold the amount of the returned check and withhold the use of the funds two business days from the date the returned check

is charged back to the account. Returned checks that we automatically represent to the paying bank on your behalf must also go through the collection process again. Therefore, use of funds equal to the amount of the check(s) re-presented may be withheld up to four business days from the date the check(s) is re-presented.

Holds on Other Checks. If we cash a check for you that is drawn on another bank, we may place a hold on the availability of that amount of funds already in your account. Those funds will be available for withdrawal at the time funds from the check we cashed would have been made available if you had deposited it. If we accept for deposit a check that is drawn on another bank, we may make funds from that deposit available for withdrawal immediately but delay your availability to withdraw a like amount of funds that you already have on deposit in another account with us. The funds in the other account will be available for withdrawal at the time funds from the check you deposited would have been made available, if we had placed a hold on the deposited check.

Endorsement Standards. Checks should be endorsed only within the area indicated as "Customer Endorsement." This area is limited to 1.5" from the trailing edge. The other areas are reserved for bank endorsements. Failure to restrict your endorsement to the indicated area may result in losses to you because of delayed or misrouted items. Truist Bank will not be liable for losses resulting from a delay in return or misrouting of deposited items caused by unreadable endorsements due to other material or markings placed in the "Depository Bank Endorsement" or "Subsequent Bank Endorsement" areas. Truist Bank reserves the right to charge these losses back to your account.

K. COMMERCIAL FUNDS TRANSFERS

The following rules and regulations apply to payment orders, including Automated Clearing House (ACH) credits and debits, payments received through the RTP® Network operated by The Clearing House Payments Company L.L.C., wire transfers, and other payment orders made or received by commercial depositors, which are not covered by the Electronic Fund Transfer Act as implemented by Regulation E.

Provisional Payment. Upon receipt of an ACH credit, or electronic, oral or written instruction for payment, we will give you provisional credit until we receive final settlement through a Federal Reserve Bank, fund transfer system, or otherwise receive payment. If we do not receive final settlement or payment, you agree to refund to us the amount provisionally credited to your Account and the party initiating the credit to you shall be deemed not to have paid you.

Notice of Receipt of Incoming Payments, ACH payments, incoming wire transfers, and other payment orders received into your account will be shown on your statement; therefore, we will not give you next day notice of receipt of such items.

Choice of Law. Your rights and obligations concerning payments to or transfers from your account are subject to applicable law and the rules as adopted and amended from time to time by the fund transfer system used to transmit the payment. We may use any of several different fund transfer systems. The systems and their corresponding rules and regulations include, but are not limited to: Automated Clearing House - operating rules of Nacha, Real- Time Payments System - Real-Time Payments Operating Rules, and Fedwire - Federal Regulation J and applicable Federal Reserve Bank Operating Circulars.

IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS, WRITE OR CALL US AT:

844-4TRUIST or
Write: Truist Fraud Management
P.O. Box 1014
Charlotte, North Carolina 28201

If you believe an ACH debit to your account is erroneous or fraudulent, you must notify us immediately and in a time and manner that reasonably allows us to attempt to return the transaction before the applicable deadline set forth in the operating rules of Nacha (which in some cases is as short as one (1) or two (2) business days following the date the debit posts to your account). We will use good faith efforts to return the entry, but will have no liability to you in the event our attempts to return the entry are unsuccessful. If you do not notify us of the error within the required timeframe, we may not be successful in returning the entry and we will not recredit your account unless we are otherwise required to do so under the operating rules of Nacha or applicable law.

FOR ADDITIONAL INFORMATION OR FOR QUESTIONS CONCERNING YOUR ACCOUNT: Telephone: 844-4TRUIST

Treasury Terms and Conditions

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Part I: General Terms and Conditions for All Services

Agreement Formation & Structure

1. **Legal Agreement.** These Truist Treasury Terms and Conditions are a legal agreement between Truist Bank ("Bank," "we" or "us") and its client ("Client," "you," or "your"), consisting of the General Terms and Conditions (Part I) and additional Service-Specific Terms and Conditions (Part II). Part I applies to all treasury management services provided by Bank, as listed in Part II (each a "Service" and together, the "Services"), to Client. Part II applies on a Service-specific basis, such that terms for Services that are not utilized by Client or implemented in connection with any Client account are not applicable to Client. You have agreed to these Treasury Terms and Conditions (the "Agreement") by utilizing any Service listed in Part II.
2. **Other Agreements.** Your relationship with Bank is also governed by a Commercial Bank Services Agreement ("CBSA") between you and the Bank. If there is any conflict between the terms of this Agreement and the CBSA, this Agreement will control. If you previously entered into a Treasury Management Agreement with Bank, this Agreement supersedes and replaces that Treasury Management Agreement. Any references to a Treasury Management Agreement in any reference materials or instruments related to your accounts, Services, or transactions will be deemed to refer to this Agreement. This Agreement and the CBSA contain the entire understanding of the parties and supersede any previous discussions, proposals, or agreements, whether oral or written, with respect to the Services or the subject matter referred to herein. This Agreement will not supersede or govern any lending relationship between the parties or any banking services other than the Services and demand deposit accounts associated with the Services.
3. **Reference Materials.** The "reference materials" for a Service consist of documents that provide details regarding the functionality of that service, as well as certain formatting and other technical requirements for the Service. Reference materials may include, without limitation, user and administrator manual, quick reference guides, FAQs, and/or file formats and specifications; reference materials may be separate documents or may be instructions contained or available within a Service. Bank may update, modify, or create new reference materials for a Service without notice to Client. Client may obtain current reference materials at any time upon request to Bank, or at the website or other online location as specified by Bank. In the event of any conflict between this Agreement and the reference materials, this Agreement will control.
4. **Amendment.** Bank may amend this Agreement, including the CBSA and the pricing applicable to any Service, by giving Client prior written notice of the amendment. Notwithstanding the foregoing, an amendment by Bank may become effective immediately if: (i) Bank reasonably determines that the amendment will not have a material adverse effect on Client's use of any Service, or (ii) the amendment is required for security reasons or by law. This Agreement may not otherwise be amended except in writing signed by both parties. If Client does not agree with any amendment, Client's sole recourse will be to cease using the applicable Service(s) prior to the effective date of the amendment.
5. **Term and Termination.** This Agreement will remain in full force and effect until it is terminated by either party as provided herein. Either party may terminate this Agreement or any Service by giving thirty (30) days prior written notice to the other party. The liabilities of the parties will cease on the effective date of termination, except as to events occurring or liabilities incurred prior to the effective date of termination. If Bank reasonably determines it is no longer able to provide a Service due to a change in laws or rules or if required by a regulatory authority, Bank may terminate this Agreement or a specific Service immediately upon written notice to Client. Without limiting any other available remedies, Bank may terminate this Agreement or any Service immediately upon written notice to Client if (i) Client fails to perform or to observe any of the conditions, covenants, or restrictions herein; (ii) in Bank's good faith opinion, Client is involved in potentially illegal or unethical business practices or is financially unstable; or (iii) in Bank's good faith opinion, the prospect of Client's payment or performance has been impaired.
6. **Headings and Certain References.** The headings used in the Agreement are for reference purposes only and should not be considered when interpreting the Agreement. Whenever the term "including" is used in the Agreement, it means "including, without limitation." Whenever the term "days" is used in the agreement, it is a reference to calendar days unless that reference specifies it is either a business day or a banking day (as that term is defined in the CBSA).

Operational Matters

7. **Fees.** Bank will disclose the fees applicable to the Services, and any changes to those fees, via a fee schedule, pro forma, or other method. Client must designate a deposit account as its billing account. Bank will deduct applicable fees from that billing account. If Client closes the billing account without designating a replacement, Bank may select any other deposit account as the new billing account.

8. Accessing Services through Online Facilities. Certain Services may be accessed through an online or mobile application or facility, including but not limited to an online or mobile application providing single sign-on access to one or more Services. Terms and conditions for an online or mobile application or facility may be within this Agreement or may be within a separate agreement or set of terms. If Client accesses any Services through an online or mobile application or facility, the terms applicable to the online or mobile application or facility will govern Client's use of that online or mobile application or facility (including how users log-in to the online or mobile application or facility and how user and administrative entitlements are handled therein), and Part II of this Agreement will govern use of the Services being accessed via the online or mobile application or facility.
9. Proprietary Rights. Bank or Bank's vendors retain all ownership and other rights in the Services, related data, websites, documentation, mobile applications, and software, and in any related trade secrets, copyrights and other intellectual property and proprietary information. Client acknowledges that the Services (and related data, websites, documentation, mobile applications, and software) contain confidential and/or proprietary information that belongs to Bank or Bank's vendors. Client will not disclose or otherwise make such information available to any person other than Client's employees or agents who have a valid need to use the Services on behalf of Client. Client must require its employees and agents to comply with the restrictions on use in this Agreement. These obligations will continue after termination of the Agreement or termination of any Services. Client agrees that Bank may pursue any remedy available at law or in equity to protect its ownership and intellectual property rights and to preserve confidentiality of the Services, including any injunctive relief Bank deems necessary. Client may not take any action or engage in any conduct that violates Bank's rights or the rights of Bank's vendor with respect to the Services.
10. Limited License. Bank grants Client a limited, non-exclusive, and revocable license or sublicense to use the Services, and any related software, websites, or mobile applications, for business purpose activities pursuant to the terms of the Agreement. The Services, including all online services, websites, and mobile applications, and the entire contents, features and functionality (including but not limited to all information, software, text, displays, images, video and audio, and the design, selection and arrangement thereof) of the Services, are owned by Bank, Bank's licensors, or other vendors of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. Client must not (a) copy, disassemble, decompile, or otherwise reverse engineer any part of the Services, or (b) remove, obscure, or modify any acknowledgments, credits or legal, intellectual property or proprietary notices, marks or logos contained in the Services or their content. Client may use the Services for Client's own benefit. Client may not copy, reproduce, distribute or create derivative works from the content and agree not to reverse engineer or reverse compile any of the technology used to provide the Services. In the event Client attempts to use, copy, license, sublicense, sell or otherwise convey or to disclose the Services in any manner contrary to the terms of this Agreement, Bank will have, in addition to any other remedies available, the right to injunctive relief enjoining such actions. A separate license agreement (in the form of a "shrink wrap" or "click wrap" agreement with Bank or Bank's vendor) may be required for Client to download or otherwise access the Services or any related websites, software, or mobile applications, and Client acknowledges and agrees that such license agreement will apply to use of the Service, regardless of whether the license agreement is agreed to by an Authorized Individual, a user of the Service, or an administrator of the Service.
11. Representations and Warranties Related to Trust Accounts, Political Organizations, and ERISA. Client acknowledges that inclusion of any account within a Service which is designated as a trust account, escrow account, "for the benefit of" account, political organization account (including, without limitation, a campaign committee account for a candidate for federal, state, or local office or a political action account) or account of similar designation, may result in access to such account (including use of the funds and access to information related to the beneficiaries of such account) by any user entitled to access the account within the applicable Service. To the extent Client requests this type of account to be included in a Service, Client represents and warrants that this inclusion is not prohibited by any agreement applicable to the account or Client, and does not violate any applicable law or any fiduciary or other duty that Client may have with respect to the account. Client assumes all risks associated with including this type of account in a Service, and Client will indemnify and hold Bank harmless from any claims, judgments, damages, costs, liabilities, interests, losses or expenses, including reasonable attorneys' fees and court costs and expenses, that arise directly or indirectly from including this type of account in a Service. Client further represents and warrants that if any account that is subject to the Employee Retirement Income Security Act of 1974 ("ERISA") is included in a Service, Client will indemnify and hold Bank harmless from any liability for any loss of ERISA funds as a result of such inclusion.
12. Service Selections. During implementation of a new Service or modification of an existing Service, certain selections may be made including but not limited to security procedures, transaction limits, Primary Administrator(s), and other options or features relating to the Service. Selections made for a Service will be incorporated into this Agreement and will govern any use of that Service. Any election to use a new Service or modification of an existing Service, as well as certain information relating to Service selections, may be communicated in accordance with the Notice section herein. Client will be bound by the Service selections communicated in accordance with this Agreement unless Client notifies Bank of any errors before any subsequent use of the Service. Certain Services require testing, training, or additional documentation that must be completed; however,

Client will be bound by all terms and conditions of this Agreement during any use of a Service, regardless of whether testing, training, or additional documentation has been completed.

13. Equipment, Communications Capabilities and Software. Several of the Services require that Client have adequate, uncompromised, and properly working equipment (including mobile devices, to the extent mobile applications are used or mobile internet access is used), communications capabilities (including email addresses and an internet connection), connectivity, and software (collectively, "technology") in order to use the Service. Client is responsible for providing and maintaining any technology necessary to use a Service. It is Client's responsibility to ensure the integrity and security of the technology and that the technology remains functioning properly and is compatible with Bank's processing environment. Bank will have no responsibility if Client's technology is defective, compromised, or does not remain compatible with, or connected to, Bank's processing environment, even if Client has told Bank what technology Client intends to use or Bank has previously indicated Client's technology was compatible.
14. Electronic Communications. Client's consent to receive electronic communications in the CBSA will also apply to electronic communications related to the Services. By use of any Service on Client accounts, Client agrees to continue receiving such electronic communications; in the event Client wishes to withdraw consent to receive electronic communications, Client must cease use of the Services. It is Client's sole responsibility to provide accurate contact information to Bank (including email address, telephone, and mobile numbers) and promptly notify Bank in the event of any changes to Client's contact information. Client represents and warrants that to the extent Client provides any personal mobile device number to Bank for the purpose of notification relating to a Service, Client has obtained express consent from the owner of the mobile device for such purpose.
15. Alerts and Notifications. Certain Services may provide or allow Client to receive alerts or notifications through email, text message, and/or notifications to a mobile device or through a mobile application ("Alerts"). Client is responsible for providing accurate and up-to-date contact information and proper authority to Bank in order to receive Alerts, and for managing Alert settings within the applicable Service. Alerts are provided as a convenience only and may be subject to lag times, interruptions, or delays in transmission and Bank makes no representation or warranty concerning the availability, currency or accuracy of any Alert. Client remains obligated to review information available within the applicable Service or account statement per the terms of the Agreement, regardless of whether Alerts are received by Client. Message and data rates may apply. Bank is not liable for delayed or undelivered Alerts.
16. Notices. Any notice under this Agreement will be deemed given: (i) to Bank when such notice is received by Client's Treasury Sales Officer, or at such other location or address as Bank may hereafter provide to Client in writing; (ii) to Client when mailed or delivered to Client's current address as shown in Bank's records, emailed to Client at a current email address for Client as shown in Bank's records, or delivered to Client via a Service or through other electronic means, including mobile application messages, messages provided within a Service or posted to a website, and text messages. If Client needs assistance with contact information for a Treasury Sales Officer or does not have an assigned Treasury Sales Officer, Client can call Treasury Solutions Client Support at 800-774-8179 for assistance on sending notice to Bank. At Bank's discretion, communications with Client regarding operational, product-related, procedural, and technical matters relating to the Services may be provided orally and not subject to the notice requirements of this section. Bank may require written confirmation of any notices provided to Bank orally. Bank is authorized to rely on any instructions or information provided by Client until Bank receives notice from Client modifying any prior instructions or information, and Bank has had a reasonable time to act on such notice.

Representatives and Third Parties

17. Authorized Signers. Client will identify individuals with authority to conduct transactions on an account (e.g., issuing checks and payment orders) by executing and submitting signature cards in a form provided by Bank.
18. Designated Representatives. Client will identify individuals with authority to enter into agreements and provide instructions on behalf of Client and delegate any authority regarding the Services through a designation, delegation, or other document provided by Client and acceptable to Bank. Those individuals will be referred to as "Designated Representatives." The person signing this Agreement at Part II is the initial Designated Representative and Client may name additional Designated Representatives in Part III of this Agreement. Bank may act upon any oral or written instruction that the Bank in good faith believes has come from a Designated Representative including any instruction via telephone call, facsimile, e-mail, text message, instant message, or other electronic method. Client will be bound by, and Bank will be deemed to have acted in good faith in accepting, any instruction from a Designated Representative when Bank has authenticated such instruction in accordance with Bank's authentication procedures, using information provided by Client and contained in Bank's records, or when Bank accepts an instruction in reliance on a designated security procedure in accordance with this Agreement.
19. Administrators. Some Services require designation of a "Primary Administrator." A Primary Administrator for a Service has the ability to make certain selections for the Service and to assign and modify entitlements and authorizations for a Service, including creating additional users and users with administrative entitlements ("administrators"), all as more specifically

described in Part II of this Agreement with respect to the applicable Service. Primary Administrators may grant administrators entitlements up to and including entitlements held by the Primary Administrator, meaning that those administrators may have the ability to make selections for a Service, create additional administrators or modify or disable the entitlements of the Primary Administrator. Primary Administrators must initially be designated by an Authorized Individual, but given the ability of additional administrators to modify or disable entitlements of the Primary Administrator, the individual designated by Client as Primary Administrator may not retain administrative entitlements in the Service. Client is bound by any actions of a user who has been granted entitlements within a Service by an administrator, and Client is bound by any actions of users with administrative entitlements that enable them to perform administrative actions including but not limited to acceptance or modification of security procedures, selection of Service-specific dual administration, dual control, or other Service-specific selections, acceptance of additional terms or licenses (such as click-wrap terms) relating to a Service, and granting of access and entitlements to the Service. Client is responsible at all times for ensuring that Client's current administrators review and modify the entitlements and access of any previously designated user or administrator as necessary. Removal or replacement of a user or administrator in any agreement or other documentation provided to Bank may not result in automatic removal of the user or administrator's entitlements within a Service.

20. Third Parties. Client may authorize third party processors and other agents ("Third Parties") to issue instructions to Bank, provide information to be used relating to Services, or use the Services on the Client's behalf. Bank may in its sole discretion require documentation from Client, the Third Party, or both, to evidence the Third Party's authority with respect to Client's accounts and Services. Client remains responsible for any actions of its Third Parties, whether or not Client has provided notice to Bank of Client's use of such Third Parties. In addition, some Services may provide access to information about Client's accounts at other financial institutions or entities ("Other FIs") or may allow reporting of information about Client's accounts with Bank to an Other FI. Bank makes no representations and assumes no liability with respect to the correctness, accuracy, completeness, integrity, or timeliness of any information (i) received from any Third Party or Other FI or (ii) any use or disclosure of information provided to a Third Party or Other FI. Bank is not responsible for any Service errors or delays caused by Third Parties or Other FIs.
21. Authority for Other Entities. If Client requests accounts owned by another entity to be associated with or accessed in connection with Client's Services, Client represents and warrants that Client has authority (granted by a duly authorized representative of the owner of the account(s)) to access the accounts and perform transfers of the funds contained therein, regardless of whether Bank requires further proof of, confirmation, or documentation relating to Client's authority with respect to the accounts of the other entity. Client further agrees that the provisions of this Agreement will apply to those accounts accessed by or associated with the Services to the same extent as if Client owned the accounts. Client agrees to indemnify and hold Bank harmless from any and all claims or losses that arise as a result of Bank complying with Client's request to add or associate accounts to Client's Services.
22. Bank's Vendors. Bank may delegate any duties under the Agreement to one or more affiliates, agents or vendors of Bank without notice to or consent of Client. Bank will be responsible for the performance of such providers to the same extent as if Bank were providing the applicable Service(s) directly.
23. Client's Vendors. Any third party servicer or vendor used by Client in connection with any Service will be deemed Client's agent. Client will be liable for (i) such vendor's failure to comply with requirements of this Agreement, (ii) all fees, costs and expenses of such vendor, and (iii) any claims, damages, costs and expenses incurred as a result of such vendor's performance or non-performance.
24. Courier or Messenger Services. For any courier or messenger services Bank provides to Client, Client understands and agrees that (a) the courier is Client's agent and not an agent of Bank; (b) deposits collected by the courier or messenger are received by Bank when the deposits have been delivered to a teller at Bank's premises or a location that is eligible and designated by Bank to receive deposits; (c) negotiable instruments collected by the courier or messenger are paid at Bank when delivered to the courier or messenger; and (d) transactions conducted by a courier service are not insured by the FDIC.
25. Assignment. Client may not assign the Agreement or any Services to a third party without Bank's prior written consent, which will not be unreasonably withheld, provided that Client and/or third party may be required to execute any documentation deemed necessary by Bank as a condition of the written consent of Bank. Bank may assign the Agreement to any of Bank's affiliates or successors in interest, without notice to or consent from Client. In the event Client objects to any such assignment, Client may terminate the Agreement or any Services immediately upon written notice to Bank.

Managing Risk

26. Hardware and Security Credentials. Client is responsible for maintaining the confidentiality and security of Client's computer or mobile device, as well as access passwords, account numbers, log-in information, and any other security or access credentials or information used to access or related to the Services (the "security credentials"). Client is also responsible for preventing unauthorized access to computers or mobile devices used to access the Services. **Bank strongly recommends that Client use secure encryption, secure browsing software, and other available security technology to protect Client's computer and mobile environments.** Bank will not be responsible for any errors, deletions, or failures that occur as a result of any malfunction of Client's computer or mobile device, nor will Bank be responsible for any computer virus or malware that affects Client's computer or mobile device while using a Service.
27. Security Procedures. The security procedures Bank offers to Client are designed to control access to the Services and verify the authenticity of instructions provided to the Bank. The security procedures are not designed to detect errors in the content of instructions or information transmitted to the Bank, including but not limited to intended account numbers of Client, account numbers not belonging to name of recipient, and erroneous or fraudulent instructions provided to Client by another party. Security procedures may include, but are not limited to, access credentials (including username, user ID, password, or other log-in information); authorization codes or tokens used to log in to a Service or initiate or approve any transactions initiated within a Service; and procedures to verify or authenticate transactions (including dual control requirements). Client agrees that use of any Service constitutes acceptance of the security procedures for that Service, as described in Part II of this Agreement with respect to that Service, and agrees that the security procedures are commercially reasonable for Client's use of the Service, including the size, type, and frequency of any possible transactions that may be initiated from Client's accounts that may be associated with the Service now or in the future. Client agrees to be bound by, and Bank is authorized to rely and act upon, all Service initiation, access, and instructions accepted by Bank in good faith and in compliance with the applicable security procedures, whether or not Client (or a user, administrator, or Designated Representative of Client) actually gave Bank those instructions. If Client believes any security procedure is inadequate, Client may terminate the Service immediately upon notice to Bank. Client agrees to comply with additional security procedures that may be implemented by Bank for a particular Service from time to time. Client is responsible for controlling access to and maintaining the confidentiality of the details related to the security procedures and Client must immediately report to Bank as soon as Client becomes aware of any (i) suspected breach of that confidentiality, (ii) compromise of any security procedure, or (iii) need to revoke any access credentials or authorization codes. Client's failure to control access to and maintain confidentiality of the security procedures, or failure to notify Bank as required herein, may result in improper use of the security procedures to initiate or access a Service or initiate instructions. Subject to applicable law, Client will be responsible for any transaction or losses relating to access to a Service resulting from such improper use of security procedures, provided Bank has complied with its obligations herein, and Client agrees that Bank will have no liability for any loss, claim or damage Client sustains as a result of the improper use of the security procedures.
28. Bank's Policies and Procedures. Client agrees that Bank's internal policies or procedures are for Bank's sole benefit and do not impose any higher standard of care or duty upon Bank. Client cannot claim any reliance on any such policies or procedures.
29. Liability. To the extent permitted by law, Bank's liability under this Agreement will be limited to direct losses suffered by Client caused directly by Bank's gross negligence or willful misconduct in performing its obligations under this Agreement, which liability will not exceed the sum of fees and charges imposed for Services provided to Client for a period of one year. Notwithstanding the foregoing, if Bank's failure to exercise ordinary care results in an unauthorized, delayed, or erroneous Payment Order, as defined in Article 4A of the Uniform Commercial Code of the state whose law is applicable to the Agreement (the "UCC"), Bank will be required to reimburse Client the amount of the loss of funds relating to Bank's failure, plus the amount of interest losses (calculated using the daily Federal Funds rate published by the Federal Reserve Bank of New York) attributable to such failure, according to the terms of the UCC. Bank's liability for Client's direct losses will be reduced to the extent any losses are the result of Client's failure or breach of Client's obligations under this Agreement, including any failure to mitigate damages. If Bank reimburses Client for any losses or damages, Client agrees to transfer all rights relating to the transactions in question to Bank and to reasonably assist Bank in any efforts or legal actions that Bank may take to recover those amounts from any third party.
30. Indemnification. Client will indemnify and hold Bank and its affiliates, subsidiaries, officers, directors, and employees harmless against any claim, loss, damage, deficiency, penalty, cost, or expense, including litigation expenses, other costs of investigation or defense, and reasonable attorney's fees resulting from: (a) any breach or default by Client in the performance of this Agreement; (b) any negligence or willful misconduct of Client; (c) incorrect, incomplete, or inaccurate data or information furnished by Client to Bank; and (d) any action taken by Bank (i) at the direction of Client or a Third Party or other agent of Client, or (ii) per any instruction authenticated in accordance with the requirements for that instruction or the Service to which the instruction relates. Client's duty to indemnify Bank will be reduced by the extent to which Bank's breach of this Agreement, gross negligence, or willful misconduct contributed to any losses.

31. Disclaimer of Warranties. The Services are provided “as is”, and Bank makes no representations or warranties of any kind (i) that the operation of any Service will be continuous, uninterrupted, or error-free, (ii) that the Services are free of defects, (iii) that the Services or any associated websites, mobile applications, or software are free of viruses, disabling devices or other harmful components, or (iv) that any information or reports that are transmitted over the internet, a wireless network, or sent by e-mail or other electronic method will remain confidential or remain accurate and unaltered when received or accessed by Client. **To the maximum extent permitted by law, Bank also disclaims all representations and warranties of any kind, whether express, implied or statutory, in connection with the Services and any related websites, software, or other equipment Bank may provide, including implied warranties of merchantability, fitness for a particular purpose, title and non-infringement.**
32. Liability Provisions Related to Government Entities. Any indemnification obligation in this Agreement will not apply to a government entity Client to the extent such obligation is limited or prohibited by applicable law. Notwithstanding the foregoing, a government entity Client will otherwise remain financially and legally responsible and liable to Bank for all obligations it incurs under the Agreement, including but not limited to any overdrafts in an account, and Bank specifically reserves all other rights with respect to the government entity Client.
33. Remedies. The rights, powers, remedies and privileges provided in the Agreement are the sole and exclusive rights, powers, remedies and privileges of both parties with respect to the Services.
34. Force Majeure. Client agrees that Bank will not be liable with respect to any error, delay or failure to perform caused by (i) fire, flood, natural disaster, strike, civil unrest, terrorism, failure of computer or communications facilities that Bank does not control, (ii) acts or omissions of any third party including any Federal Reserve Bank, clearing house or funds transfer system, or (iii) any other circumstance beyond Bank’s reasonable control, or with respect to matters Bank has not specifically assumed responsibility for under the Agreement.
35. Fraud Detection/Deterrence. Bank may recommend certain Services to Client that are designed to detect/deter fraud, help Client to identify and reject potentially fraudulent transactions, or generally reduce the likelihood that certain types of fraudulent transactions will occur. Client agrees that if Client fails to implement any of these Services which are recommended by Bank (whether before or after Client suffers a loss of the type that could be prevented by the Service), Client will be precluded, from and after the date that Client declines the Service, from asserting any claims against Bank with respect to any losses for any unauthorized, altered, counterfeit, or other fraudulent transactions that the rejected Service was designed to detect or deter. In addition, Bank will not be required to re-credit Client’s account or otherwise have any liability for such transactions as long as Bank has otherwise satisfied its duty of care with respect to the transactions and Services.

Part II: Service-Specific Terms and Conditions

ACH Fraud Control Service

1. Description of ACH Fraud Control Service. The ACH Fraud Control service is an internet-based solution with the following components: ACH Positive Pay, ACH File Control Totals, ACH Warehouse Search, ACH Blanket Block Option, Standing Order Option, and Single Entry Option. ACH Positive Pay enables clients to authorize which received Automated Clearing House (ACH) transactions post to Client’s Truist deposit account. ACH File Control Totals enables Clients using ACH Origination via file transfer to input file control totals online and receive real time file processing status notifications. ACH Warehouse Search enables Clients to inquire on received or originated ACH transactions. The ACH Blanket Block, Standing Order, and Single Entry Options restrict ACH transactions from posting to the applicable account as described below. Client’s use of services relating to receipt or origination of ACH debits or credits (“ACH entries”) is subject to these terms and conditions, the ACH Origination terms and conditions (as applicable), and the Nacha Operating Rules (“Rules”) governing the ACH Network. **The Nacha Operating Rules may be obtained through www.nacha.org.**
2. Designation of Primary Administrator. Client must designate a Primary Administrator for the ACH Fraud Control service.
3. Selection of ACH Fraud Control Service Options. Client may select various service options for each account in the ACH Fraud Control service setup. The options available are as follows:
 - a. ACH Positive Pay.
 - i. The ACH Positive Pay feature allows Client to create authorizations to allow particular ACH debit and credit entries to post to an account, and to review ACH entries received that are initially blocked and make a decision to post or return the entries.

- ii. Client shall establish ACH authorization criteria (in a manner and format, and containing such information, as required by Bank) for ACH debit or credit entries that Client intends to be received for each deposit account. When an ACH entry is received that matches an authorization, the entry will post to the account in accordance with Bank's current processing procedures and in accordance with the Rules. When an ACH debit or credit entry is received that does not match an ACH authorization, that entry will initially reject, as a "rejected entry." Each rejected entry will be suspended for a period of time for Client to review and decide whether to return that entry or to allow that entry to post to the account.
- iii. Until the applicable decision deadline, entitled users may either authorize the rejected entry to post or return the entry to the originator. If Client fails to notify Bank by the decision deadline of its decision concerning a rejected entry, Bank will not post the entry to Client's account and will return the entry.
- iv. Client is responsible for having up-to-date and accurate authorizations in effect at all times for all ACH entries that Client intends to allow to post to Client's accounts. Bank shall have no liability for posting ACH entries which match a current authorization, or for any rejected entries that are returned to the originator, so long as Bank otherwise processes the ACH entries in accordance with these terms and conditions and Bank's current processing procedures.
- v. In the event the ACH Positive Pay feature is unavailable, Bank will use reasonable efforts to provide information to Client with respect to rejected entries, and to allow Client to provide authorization or return decisions to Bank. Client acknowledges that when the ACH Positive Pay feature is unavailable, an entry that Client has not previously authorized, but that Client may have otherwise approved through the service, may be rejected.
- vi. When an ACH authorization expires or service is terminated for any reason, Bank will no longer be obligated to monitor entries against such authorization criteria provided by Client and Bank will receive and accept or return ACH entries to Client's account in accordance with Bank's current procedures and the Rules.
- b. Dual Administration. If Client elects the dual administration feature, a second user with sufficient entitlements must approve requests to create, modify or delete an authorization, and must approve any decision to accept or reject a rejected entry. In order to elect the dual administration feature, Client must designate a second ACH Fraud Control administrator, in addition to the Primary Administrator, on the Primary Administration Designation agreement (or other document accepted by Bank). **Bank strongly recommends that Client use the dual administration feature.**
- c. Alerts. Certain alerts are available within the ACH Fraud Control service, including alerts when an ACH entry received for posting was rejected; when an ACH entry posted because it matched an authorization; when a decision for a rejected entry or an authorization maintenance request needs to be approved; and when a decision has been made or modified, or an authorization has been created, deleted or changed. The Primary Administrator of the service will designate which users are to be sent an alert and which alert(s) each user is to be sent. Client is responsible for establishing alert notification preferences for users, and for users' monitoring of alerts and taking action as necessary.
- d. ACH File Control Total.
 - i. The ACH File Control Total feature allows Client to submit control totals to Bank in order to release ACH files for processing, when Client uses Bank's ACH Origination service and submits ACH files to Bank via file transfer.
 - ii. Client is responsible for submitting valid ACH control totals via the ACH File Control Total feature in a manner and format acceptable to Bank when submitting ACH files to Bank for processing.
 - iii. Client is responsible for establishing email notification preferences and monitoring notifications which provide file processing acceptance, suspension, and user statuses for the ACH File Control Total feature.
- e. ACH Warehouse Search.
 - i. The ACH Warehouse Search feature allows a user to view ACH transaction entries that have been received and posted to a deposit account and to view ACH file, batch and transaction details that Client has originated through Bank's ACH Origination service.
 - ii. ACH received transaction information and ACH Origination file, batch and transaction information will be maintained and made available for view through ACH Warehouse Search in accordance with Bank's applicable retention schedules.
- f. ACH Blanket Block Option. This option allows Client to block the posting of all incoming ACH debit and/or credit entries to a designated account. Client can opt to block only incoming ACH debit entries, only incoming ACH credit entries, or

both incoming ACH debit and credit entries. Client will not have the opportunity to decision rejected entries; instead, any entries which are blocked by this option will be returned automatically.

- g. Standing Order Option. This option allows Client to generally block all incoming ACH debit entries from posting to a designated account, but allows Client to authorize one or more incoming ACH debit entries from a known source/originator(s) to post to the account on a repetitive or "standing" basis. Client will not have the opportunity to decision rejected entries; instead, any entries which do not match an authorization will be returned automatically.
 - h. Single Entry Option. This option allows Client to generally block all incoming ACH debit entries from posting to a designated account, but allows Client to authorize particular ACH debit entries from a known source/originator to post to the account on a one-time or "single entry" basis. Once the Bank has posted an entry to which a single entry authorization applies, that authorization will expire and the Bank will block any future instance of that entry unless Client establishes a new authorization to allow that future instance. Client will not have the opportunity to decision blocked or rejected entries; instead, any entries which do not match an authorization will be returned automatically.
4. ACH Debit Entries Sent by Bank or Bank's Vendors. If Client uses an account setup for the ACH Fraud Control service to settle incoming ACH debit entries for certain transactions with Bank or with certain of Bank's third party vendors, then Client must specifically authorize those entries through the service. Examples of these ACH debit entries include Cash Concentration service debits, automated loan and lease payments, check order payments, merchant card settlements, collections, and transfers. Client is responsible for having up-to-date and accurate authorizations in effect for all ACH entries Client intends to post to Client's accounts, including incoming ACH debit entries for transactions with Bank or Bank's vendors. If Client fails to authorize entries for these transactions, then such entries may be blocked and Client may incur additional fees, interest and charges. Note that in some cases, due to Bank's system configurations, incoming ACH debit entries for certain transactions with Bank or Bank's vendors may still post to Client's account, even if Client has not authorized those entries through the service.
 5. Reversals, Returns and Adjustments. In accordance with the Rules, ACH reversals will automatically post to Client's account regardless of any options or blocks on the account. Bank may also return an ACH entry for any reason that an entry may be returned under the Rules or under this Agreement, and Bank may post any entry, reversal or adjustment to the applicable account which Bank is required to accept under the Rules or any other applicable rule, guideline or regulation.

ACH Origination Service

1. Description of ACH Origination Service. The Automated Clearing House ("ACH") Origination service allows Client to initiate debit and/or credit entries through the ACH network, a funds transfer system for sending and settling electronic entries among participating financial institutions. Details regarding functionality, formatting, and other technical requirements that Client must follow when using the service are provided in the ACH Origination reference materials.
2. Functioning of the ACH Origination Service. Under the ACH Origination service, Bank acts as the originating depository financial institution ("ODFI") with respect to entries that Client sends Bank, or entries that are sent to Bank for processing on Client's behalf. Client is the "originator" for these entries. Client agrees to comply with and be bound by all current Nacha Operating Rules & Guidelines ("Rules") which govern the ACH network. **The Nacha Operating Rules may be obtained at www.nacha.org.** If Client fails to comply with the Rules, certain fines or penalties may be imposed by Nacha; Client authorizes Bank to debit Client's designated account for any such fines or penalties without prior notice. In the event of any conflict between any term used or defined in both these ACH Origination terms and conditions and the Rules, the definition in the Rules shall apply. Client's use of a third-party service provider or processor with respect to Client's ACH Origination service is subject to Bank's prior approval and any additional documentation required by Bank. If Bank permits Client to use a third-party service provider or processor, then each reference in these ACH Origination terms and conditions to "Client" includes such third-party service provider as appropriate. Client is solely responsible for its third-party service provider's compliance with these terms and conditions.
3. Definitions. Terms that are defined in the Rules have the meanings given to those terms in the Rules. The following terms have the specified meanings for purpose of these ACH Origination terms and conditions:
 - a. "Authorized representative" means an individual that may be designated by Client to provide instructions (including but not limited to control totals) to Bank relating to Client's ACH Origination service.
 - b. "Batch" means entries that have been grouped together and that have the same effective entry date, the same Standard Entry Class (SEC) Code, and that settle to the same designated account.

- c. "Cut-off deadline" means the time on a banking day by which Bank must receive an entry in order for it to process on that day. The cut-off deadline is established by Bank and may be changed at Bank's discretion.
 - d. "Designated account" means the account(s) designated by Client for settlement of ACH Origination activity.
 - e. "File Transfer" means the secure transmission of files to and from Bank using an internet browser or a secure FTP (File Transfer Protocol). The File Transfer method of transmission of ACH Origination entries to Bank may also be referred to elsewhere as ACH Origination by "direct transmission."
 - f. "Instruction" means any direction relating to an entry that Bank receives from an authorized representative, including requests to cancel an entry.
 - g. "Nacha" means the National Automated Clearing House Association.
 - h. "On-us entry" means an entry originated by Client to credit or debit an account maintained with Bank, which Bank elects to process as an on-us entry (as described in Section 6 below) rather than processing via the ACH network.
4. Transmitting Entries to Us. Client may transmit ACH credit and/or debit entries and instructions to Bank through one of Bank's online services which allows for ACH Origination, or by File Transfer to Bank (each method an "ACH Origination channel"). All entries must comply with (i) the requirements of the applicable ACH Origination channel, (ii) the requirements of, and be identified by the appropriate SEC Code, and (iii) applicable Nacha record format specifications and any requirements set forth in the ACH Origination reference materials. Bank may at any time prohibit Client from originating certain types of ACH entries or may restrict origination of certain entries via ACH Origination channels. Client must, for at least three (3) banking days after the effective entry date of an entry, retain all data on any file transmitted to Bank that would be required to reprocess an entry.
5. Obligations of a Third-Party Sender or Third Party Service Provider. Client must obtain Bank's approval, and execute any additional documentation or provide any additional documentation that Bank may require, before acting as a third-party sender or third-party service provider for ACH Origination, as such terms are defined in the Rules. If Client sends Bank any entries as a third-party sender or third-party service provider, Client automatically makes the additional representations and agrees to requirements for third-party senders specified in the Rules, and agrees to provide the Bank any information required to comply with the Rules. In addition to all other requirements for ACH Origination contained within these terms and conditions, the following requirements apply to Client to the extent Client sends any entries to Bank as a third-party sender or third-party service provider:
- a. Client will not transmit entries on behalf of any originator until (1) Client has obtained Bank's approval of such originator, which approval is subject to Bank's policies and procedures, and either (2) such originator and Bank have entered into an agreement for Bank to provide ACH Origination service to the originator and the originator agrees to be bound by the Rules, or such originator has entered into an appropriate agreement with Client containing such provisions as may be required by the Rules and/or Bank, and under which such originator is bound by the Rules.
 - b. Bank may impose additional risk exposure limits for a Client acting as a third-party sender or third-party service provider and may monitor entries transmitted to Bank relative to the applicable exposure limits, across multiple settlement dates.
6. Bank's Processing of Entries. Except as provided later in this section with respect to on-us entries, Bank will process entries and instructions Bank receives from Client and then transmit those entries as the ODFI to an ACH operator in accordance with the terms herein. Bank will only accept entry files that pass Bank's system edit. Bank will transmit the entries to the ACH operator by its deadline prior to the effective entry date shown in the entries as long as the ACH operator is open for business on that day and Bank receives the entries (a) prior to Bank's cut-off deadline and (b) with a sufficient number of days (as specified in the ACH origination reference materials) to meet the effective entry date shown in the entries. For entries that Bank receives after those times, Bank will use reasonable efforts to transmit such entries by the ACH operator's next deadline on a banking day on which the ACH operator is open for business. If Bank chooses to process an entry as an "on-us" entry, then Bank will credit or debit the receiver's account subject to the same cut-offs and conditions stated above. For an entry that Bank chooses to process as an "on-us" entry that Bank receives after those cut-off times and deadlines, Bank will use reasonable efforts to credit or debit the receiver's account on the banking day following such effective entry date. If the effective entry date of any entry Bank receives from Client is not a banking day, Bank will process that entry on the banking day following the requested effective entry date. In Bank's sole discretion, Bank may verify or authenticate any entry or file by any method chosen by Bank, but Bank is under no obligation to do so. If Bank is unable to verify or authenticate an entry or file, then Bank may refuse to process such entry or file.
7. Exposure Limits and Pre-Funding. Bank reserves the right to establish and change aggregate and individual dollar limits or "exposure limits" for Client's ACH Origination service entries and files. Such limits are internal limits established to monitor

Bank's risk exposure to Client, and Bank may in its sole discretion, but is not required to, share such limits with Client. Bank may refuse to process entries or files that exceed the applicable exposure limits or may, in Bank's sole discretion, process such entries or files. Bank also reserves the right to change the terms upon which Bank provides ACH Origination service to Client at any time if Bank believes Client's financial condition or usage of the ACH Origination service warrants such a change, including requiring that Client pre-fund all ACH credit entries. Pre-funding means that Client must have available, collected funds in Client's designated account in an amount equal to all credit entries Client has submitted to Bank. Bank will place a hold upon the funds in the amount of all credit entries when Bank receives Client's file containing ACH credit entries. The held funds will then be withdrawn from Client's account and used to fund the ACH credits.

8. **Suspension and Rejection of Entries.** Bank may suspend processing of and/or reject an entry, batch or file that (a) does not comply with the Rules or these ACH origination terms and conditions, or any applicable formatting requirements; or (b) contains an effective entry date more than 45 calendar days after the day Bank receives such entry, batch or file. Bank may suspend processing of and/or reject an "on-us" entry for any reason that would allow that entry to be returned under the Rules or these terms and conditions. Bank may also suspend processing of and/or reject an entry, batch, or file if Client fails to comply with any of Client's obligations under these ACH Origination terms and conditions, including Client's obligation to maintain sufficient balances in the designated account(s). Bank may suspend processing of and/or reject an entry, batch or file without giving notice to Client.
9. **Cancellation and Amendment of Entries.** Client may request cancellation of an entry through certain online services or by another method as communicated to Client by Bank. In Bank's sole discretion, Bank may verify or authenticate cancellation instructions by any method chosen by Bank, but Bank is not obligated to do so. If Bank is unable to verify or authenticate a cancellation instruction, Bank may refuse to act upon such instruction. Bank has no obligation to honor or process any instructions from Client to cancel or amend an entry once Bank has received that entry. However, as an accommodation to Client, Bank will use good faith efforts to attempt to honor Client's instruction to cancel (but not to amend) an entry if (a) the instruction complies with any applicable requirements Bank may impose and (b) Bank receives such instruction at a time and in a manner that gives Bank a reasonable opportunity to act on it prior to transmitting the entry to the ACH operator or, in the case of an "on- us" entry, prior to crediting or debiting the entry to the receiver's account. Bank is not liable if a request or any attempt to cancel an entry is not successful. Client agrees to reimburse Bank for any expenses Bank may incur in attempting to honor Client's cancellation instruction.
10. **Name and Account Number Inconsistency.** Client must ensure the accuracy of Client's entries and instructions. If an entry describes the receiver inconsistently by name and account number, payment may be made by the RDFI (or, for an on-us entry, by Bank) solely on the basis of the account number, even if that number is associated with an account owned by a person other than the named receiver according to the RDFI's records. Bank shall have no liability for any losses associated with such inconsistency. Client is responsible for any loss associated with such inconsistency and Client's obligation to pay Bank the amount of the entry is not excused in such circumstances.
11. **Notice of Returned Entries.** Bank will give Client notice via the online service Client uses, or by another means, promptly after Bank receives a returned entry from the ACH operator, and Client may be charged a fee for these notices. The type of notice used will be selected during implementation of the service, or in some cases, the type of notice may be dependent upon Client's ACH Origination channel. If Client elects the Representment option of the ACH Origination service, Bank will retransmit certain types of returned entries in accordance with the Rules. Except in the case of entries retransmitted under the Representment option, Bank is not obligated to retransmit any returned entry that Bank originally transmitted in compliance with these ACH Origination terms and conditions, and if Client wants Bank to retransmit any such entry to the ACH Operator, Client must retransmit the entry to Bank.
12. **Notifications of Change.** Promptly after Bank receives a notification of change relating to one of Client's entries, Bank will give Client notice of the notification of change via the online service Client uses, or by another means; Client may be charged a fee for these notices. The type of notice used will be selected during implementation of the service, or in some cases, the type of notice may be dependent upon Client's ACH Origination channel. Client agrees to make the required change(s) prior to submitting any further entries to the applicable receiver's account.
13. **Security Procedures.** The security procedures for the ACH Origination service are described below. Client agrees that use of the service constitutes acceptance of the below security procedures.
 - a. **Control Totals.** For ACH entries sent to Bank via File Transfer, Client is required to verify the total dollar amounts for all debit entries and, separately, for all credit entries contained in each file by submitting to Bank the total dollar amount for each, or the "control totals." The file will not be released for processing until an accurate control total is submitted. Except for files transmitted in or to be converted into an EDI format, Client must submit control totals through either the ACH File Control Total feature of the ACH Fraud Control service, or Bank's ACH Control Total Verification ("ACTV") system. Control totals submitted via ACH File Control Total or ACTV must comply with the requirements of the respective

method of submission. If Client's file is transmitted in or to be converted into an EDI format, Client's authorized representative will be required to provide control totals to Bank according to the method required by Bank. If Client uses a third-party service provider or processor to send entries to Bank via File Transfer in a file that also contains entries being initiated on behalf of other clients of the third-party service provider, then Client's third-party service provider may provide Bank control totals on an aggregate basis for all entries contained in that file.

- b. Online Services. For ACH entries that are transmitted to Bank through one of Bank's online services, Client is required to comply with the applicable security procedures for that online service, as set forth in the terms and conditions for the online service.
- c. File Transfer. For entries transmitted by File Transfer, a logon record with a unique ID and password is required. The ID and password are provided to Client at the time of establishment of the File Transfer application. If Client uses a third-party payment provider or processor that sends Client's entries to Bank via File Transfer in a file that also contains entries being initiated on behalf of other clients, then Client's third-party service provider will use the ID and password that Bank issues directly to the provider.

14. Security Requirements. Client is required to establish, implement, and, as appropriate, update security policies, procedures, and systems related to the initiation, processing, and storage of entries. These policies, procedures and systems must:
 - a. protect the confidentiality and integrity of Protected Information (as defined in the Rules) until its destruction;
 - b. protect against anticipated threats or hazards to the security or integrity of Protected Information until its destruction; and
 - c. protect against unauthorized use of Protected Information that could result in substantial harm to a natural person.

Such policies, procedures and systems must include controls that comply with applicable regulatory guidelines on access to all systems used by Client to initiate, process and store entries.

In addition, if Client's total ACH origination or transmission volume (including Client's volume through Bank as well as any other financial institution) exceeds the applicable threshold in the Rules, Client must protect depository financial institution account numbers used in the initiation of entries by rendering them unreadable when stored electronically, as more specifically described in the Rules.

15. Payment for Entries. Client must pay Bank the amount of each credit entry Bank originates on Client's behalf and Bank will pay Client the amount of each debit entry that Bank has originated on Client's behalf, all at such times as Bank may determine and in accordance with the Rules. Client must also pay Bank (at such time as Bank may determine) the amount of each debit entry Bank has originated on Client's behalf that is returned by the RDFI. Bank may, without notice or demand, and Client authorizes Bank to, (a) debit any designated account for amounts that Client owes Bank under these ACH Origination terms and conditions and (b) credit any designated account for the amount of (i) originated debit entries and (ii) returned entries previously debited from any designated account. Client must at all times maintain sufficient collected funds in the designated account(s) to cover Client's payment obligations to Bank. If Client's obligations to Bank at any time exceed such funds in the designated account(s), Bank may refuse to process entries and suspend the ACH Origination service until Client deposits sufficient funds and/or Bank may debit or place a hold on funds in any account Client maintains with Bank. Bank has the right to net any amount Bank owes Client against obligations Client owes to Bank.
16. Representations for all Entries. Client makes the following representations to Bank with respect to each entry Client sends Bank:
 - a. the receiver designated in the entry authorized Client to initiate the entry to credit or debit its account in the amount and on the effective entry date of the entry,
 - b. the receiver's authorization is and will remain effective until the receiver's account is debited or credited,
 - c. the entry conforms to Client's obligations under the Agreement, these ACH Origination terms and conditions, the Rules, and the ACH Origination reference materials,
 - d. the entry complies with and does not violate applicable laws and regulations (including those relating to sanctions programs), and
 - e. Client has performed a reasonable examination of Client's receiver relationships to identify transactions with those receivers which must be originated using the IAT SEC Code.

Client agrees to be bound by the Rules and acknowledges that payment of an entry by the RDFI to the receiver is provisional until the RDFI receives final settlement for such entry and that, if such settlement is not received, the RDFI will be entitled to

a refund from the receiver of the amount credited and, in such case, Client will not be deemed to have paid the receiver the amount of the entry.

For each entry that Client sends Bank, Client warrants that the entry uses the appropriate SEC Code, and meets all requirements for that SEC Code as set forth in the Rules, including but not limited to the following: (i) the entry was properly authorized per the requirements for the applicable SEC Code, (ii) Client will retain a copy or evidence of the authorization as required by the Rules for the applicable SEC Code, (iii) Client will verify any information relating to the entry and perform any fraud prevention or other obligations as required by the Rules for the applicable SEC Code, and (iv) Client makes any representations or warranties relating to the entry as required by the Rules.

17. International ACH Transaction (IAT) Entries. If Client sends Bank an IAT entry, Client represents and warrants to Bank and agrees:
 - a. The entry will be identified by, and will comply with the requirements of, the IAT SEC Code, including complying with all Nacha record format specifications for the IAT entry.
 - b. If Client originates an entry using another SEC Code and Bank determines in good faith the entry should have been originated using the IAT SEC Code, in addition to any other rights Bank may have, Bank may suspend the processing of and/or reject the entry (or batch or file containing the entry) and Bank may also suspend and/or terminate Client's ACH Origination service immediately without prior notice. Similarly, a gateway operator or ACH operator may suspend the processing of and/or reject an entry that it determines should have been originated as an IAT entry.
 - c. Client is in compliance with, and the entry complies with, all applicable United States laws and regulations, including sanctions and other programs administered by the U.S. Department of Treasury's Office of Foreign Asset Control (OFAC) and Financial Crimes Enforcement Network (FinCEN).
 - d. Client is in compliance with, and the entry complies with, the laws, regulations, and payment system rules of the receiving country, including any requirement to obtain the receiver's written, oral, or electronic authorization, for the receiver's authorization to be validly signed, for the receiver's authorization to be in proper form to authorize the foreign RDFI to debit the receiver's account, to provide notice of the entry prior to it settling in the receiver's account, to provide notice to the receiver of the receiver's recourse and other provisions relevant to the receiver, and to obtain a separate authorization from the receiver for each debit entry initiated at sporadic times, instead of set intervals.
 - e. In addition to any other rights Bank has, if Bank suspects or determines that the entry does not comply with any applicable laws or regulations, the Rules, or any other payment system rules (including those laws and regulations relating to sanctions programs), Bank may suspend processing of and/or reject the entry and hold funds debited from or to be credited to Client's account for the entry.
 - f. Client will maintain either the original or a copy of any authorization required from the receiver for the entry for the longest period of time Bank may be required to produce that authorization under any of the Rules, the laws and regulations of the U.S., and the laws, regulations, and payment system rules of the receiving country. Client will provide a copy or evidence of the authorization required from the receiver of the entry within a reasonable time upon Bank's request.
 - g. If the entry is an outbound IAT entry, Client authorizes the gateway operator to transmit the entry to the foreign gateway operator and to arrange for the settlement of the entry with the foreign gateway operator, for further transmission to, and settlement with, the foreign RDFI for credit or debit of the amount to or from the receiver's account.
 - h. If the entry is an outbound IAT entry and Bank does not have an agreement for processing IAT entries with the domestic RDFI that serves as the gateway operator for the entry, it may result in either Bank or the gateway operator suspending the processing of and/or rejecting the entry or the batch or file in which the entry is contained.
 - i. Client bears sole responsibility for all losses and other risks relating to foreign exchange conversion with respect to the entry.
 - j. In addition to any other indemnity obligations Client has under the Agreement or these ACH Origination terms and conditions, Client will defend, indemnify, protect and hold Bank, Bank's affiliates, and Bank's officers, directors, employees, attorneys, agents, and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines, judgments, disputes, costs, charges, and expenses which relate in any way to (i) any IAT entry (or requests or instructions related to an IAT entry) Client sends to Bank that does not comply with all applicable laws and regulations, the Rules, and the payment system rules of the receiving country, or (ii) any breach of any representation, warranty, or agreement Client has made related to an IAT entry. Without limiting the foregoing, Client agrees that Client is liable for and will reimburse Bank for all amounts that may be erroneously paid by Bank or any receiving bank in

respect of any entry erroneously credited or debited by Bank or any receiving bank pursuant to any IAT entry Client originated, or related instructions of Client and any claim paid by Bank (including any claim for interest) as a result of a declaration of a receiver or other person alleging that an IAT entry was not originated in accordance with the receiver's authorization, the receiver's authorization was revoked, a required notification was not given in sufficient time before the entry was processed to the account of the receiver, or no valid authorization ever existed between the receiver and Client.

- k. Due to IAT entry processing requirements, processing of an IAT entry may be delayed or suspended. Any such delay or suspension may affect the settlement of and availability of funds for an IAT entry. Client must transmit IAT entries to Bank in files comprised solely of IAT entries. In addition to any other limits on Bank's liability, Bank will not have any liability for any delay in or suspension of processing or rejection of an IAT entry or file containing an IAT entry, in accordance with Bank's processing requirements for IAT entries or applicable law, or for the actions of any third parties (including any gateway operator or ACH operator) resulting in the delay in or suspension of processing or rejection of an IAT entry.
 - l. A gateway operator may return the entry after the period of time for the return of an IAT entry provided in the Rules, and Client agrees Bank may settle that return to Client's designated account.
18. Proof of Authorization. Within five (5) days of Bank's request, Client will provide Bank with an accurate record evidencing the receiver's authorization (or in the alternative, Client's contact information, when permitted by the Rules).
 19. Audit Rights. At any time, upon two days' prior notice, Bank may perform a remote or onsite audit of Client's systems, procedures, controls, and records as Bank deem necessary to determine Client's compliance with the Rules and these ACH Origination service terms and conditions. Client will provide Bank with reasonable assistance and information to conduct such audit, including reasonable access to operating systems, policies, procedures, records, and other materials.
 20. Same Day ACH Option.
 - a. Description of the Same Day ACH Option. "Same Day ACH" is an option of the ACH Origination service that allows the Client to submit ACH credit and/or debit entries for same-day processing. Upon approval by Bank, Client may elect to use Same Day ACH for ACH Origination channels and/or accounts as designated to Bank. Client's election to use Same Day ACH may apply to all accounts within a designated ACH Origination channel, or Bank may allow Client to select specific accounts for Same Day ACH. Same Day ACH may not be available for all ACH Origination channels.
 - b. Requirements. In order for an ACH entry to be processed as a Same Day ACH entry, (i) Client must have elected Same Day ACH for the applicable ACH Origination channel and designated account; (ii) the effective entry date must be the same date (or earlier date, also known as a "stale-dated" entry) as the banking day that Client submits the entry to Bank; (iii) Client must submit the entry to Bank before the cut-off deadline for Same Day ACH processing as specified in the reference materials; and (iv) Client must meet all requirements for Same Day ACH set forth in the Rules (including but not limited to any transaction limits or restrictions on particular SEC Codes), these terms and conditions, and the applicable reference materials. In the event an ACH entry submitted by Client that is intended for same-day processing does not meet these requirements, but otherwise meets applicable requirements in these terms and conditions for ACH Origination, the entry will be processed by Bank, but not on a same-day basis. Same Day ACH can only be transmitted in a batch containing only Same Day ACH entries.
 - c. Same Day ACH Fees. In the event that an entry that Client submits as a Same Day ACH entry is not processed on a same-day basis as a result of Client's failure to meet applicable requirements for Same Day ACH, or the file suspending due to errors on Client's part (e.g., control total missing or incorrect, or insufficient funds in Client's account), then Client may be charged the applicable Same Day ACH fee for the entry, regardless of whether the entry is processed the same day Client submitted it to Bank or not.
 - d. Processing.
 - i. If Client submits a Same Day ACH entry to Bank according to the requirements set forth herein, Bank will use commercially reasonable efforts to transmit the entry to the ACH operator by deadline for same-day processing and settlement. However, certain delays or suspensions (including but not limited to system outages, delays due to reasonable internal Bank review for suspected fraud, anti-money laundering or other review) may prevent entries from being processed on a same-day basis. Accordingly, Client acknowledges and agrees that same-day processing is not guaranteed. Client agrees that Bank will have no liability due to the fact that such entry was not processed on a same-day basis for any reason, provided that Bank otherwise processes the entry according to these terms and conditions.

- ii. If the Client has opted in to the Same Day ACH option for a designated account, any entry with a same- day or stale-dated effective entry date that is processed by Bank during a Same Day ACH processing window (A) will be considered a Same Day ACH entry; and (B) will be assessed the applicable Same Day ACH fee. Client must ensure that accurate effective entry dates are used for all of Client's ACH entries, as the effective entry date is used to determine whether an entry will be processed on a same- day basis.
- iii. If Client has opted to use Same Day ACH for a designated account but wishes to submit an entry to be processed on a next-day (or later) basis, then Client must ensure that the effective entry date for such entry corresponds with the intended settlement date.

Account Reconciliation Plan Service

1. Description of Account Reconciliation Plan Service. The Account Reconciliation Plan ("ARP") service (full reconciliation, partial reconciliation or deposit reconciliation) assists Client in reconciling accounts by exchanging information with Bank regarding checks that Client has issued against Client's accounts and checks deposited into Client's accounts. Details regarding the functionality of the ARP service and formatting and other technical requirements for the service are provided in the ARP reference materials.
2. Operations of the Service. Client will designate the ARP service options for each account included in the service. All check, deposit or other information exchanged between Client and Bank in connection with the service must be transmitted electronically in the format specified by Bank. Check, deposit and other information Client sends must be received by Bank no later than the cutoff time for such information reflected in the ARP reference materials. Client may select a monthly, weekly or bi-weekly statement cycle for each account included in the service. If Client fails to designate a statement cutoff on Bank's ARP calendar, the default statement cycle will be monthly with a cutoff at the end of each calendar month.

BAI Transmission Service

1. Description of BAI Transmission Service. The BAI Transmission service is a Machine-to-Machine (M2M) information reporting service that provides Client balance, summary, and high-level transaction detail for posted account activity via BAI2 (BAI version 2) files. BAI2 is a file format developed by the Bank Administration Institute (BAI) as a common format for exchanging data. Bank supports the BAI2 standards for balance, summary, and detail information. BAI2 files are delivered over the internet by direct transmission of Client's formatted files into Client's accounting, treasury management workstation or Enterprise Resource Planning ("ERP") system.

Client may elect Previous Day and/or Current Day BAI2 data files. The daily Previous Day BAI2 data file includes balance, summary and high-level transaction details for posted account activity. Current Day BAI2 data files include data sets as described in the File Delivery section below. Details regarding functionality and formatting of the service are provided in the BAI Transmission reference materials.

2. Use of the BAI Transmission Service. Client may use the BAI Transmission service with respect to the accounts that are identified during implementation of the service. BAI Transmission is a separate and distinct reporting channel from other BAI reporting services offered by Bank through online or digital services, and BAI Transmission is not intended as replacement functionality for those other, non-M2M BAI reporting services.
3. File Delivery. Previous Day files are created and distributed to via direct transmission Tuesday through Saturday mornings. Files are not provided on days following a non-banking day.

Current Day BAI2 file content may be based on cumulative or incremental data sets. If Client elects to receive cumulative data, Bank offers multiple release windows from which to choose a custom schedule. Files are available Monday through Friday (excluding non-banking days) between 8 a.m. ET and 11:45 p.m. ET. If Client requires incremental data or net-new transactions since the time of last transmission, file delivery must start at the opening of the banking day and will be refreshed through predefined intervals through the day. Files are available Monday through Friday (excluding non-banking days) between 8 a.m. ET and 11:45 p.m. ET. Based on the selected file delivery schedule, actual transaction data contained in each Current Day BAI2 file transmitted may vary due to timing differences in comparison with current day reporting via Bank's online or digital channels. Client should use final posted transaction details from the Previous Day BAI2 data file for official posting to the Client's accounting, treasury management workstation, or ERP system.

Business Associate Agreement

1. Business Associate Agreement. This Business Associate Agreement ("BAA") is incorporated into the Truist Treasury Management Agreement ("TMA", and, with the other documents incorporated therein by reference, the "Agreement"). This BAA applies only to Client if Client is a Covered Entity, and applies only to the treasury management services that, when provided to Client by Bank, result in Bank's classification as a Business Associate. Such treasury management services are referred to in this BAA as covered services. This BAA does not apply to any Client that is not a Covered Entity, and does not apply to any services Bank provides to a Covered Entity that are not considered covered services. This BAA shall be effective as of the date that Bank provides any covered services to Client, if Client is a Covered Entity. Certain definitions for terms used in this BAA are included at the end of the BAA.
2. Introduction.
 - a. In connection with the covered services, Covered Entity anticipates that Business Associate may receive PHI from or on behalf of the Covered Entity that is subject to protection under the Act.
 - b. The purpose of this BAA is to establish protections for the privacy and security of PHI that is used by and/or disclosed to the Business Associate in connection with the covered services.
 - c. If the parties previously entered into any business associate agreement, then this BAA shall not apply to any covered services which are governed by such previous business associate agreement, unless such existing business associate agreement is terminated by the parties or is amended to incorporate the terms herein. To the extent Business Associate provides covered services to Covered Entity which are not governed by a previous business associate agreement, then this BAA shall apply as of the date Business Associate provides such covered services to Covered Entity.
3. Privacy & Security of Protected Health Information.
 - a. Permitted Uses and Disclosures. Business Associate is permitted or required to Use and Disclose PHI it receives from or on behalf of Covered Entity, or requests on Covered Entity's behalf only as follows:
 - i. Functions and Activities on Covered Entity's Behalf. Covered Entity has requested that Business Associate perform the covered services associated with a banking or treasury management relationship. However, Business Associate may perform other activity for that relationship where PHI is incidentally provided to Business Associate or is excepted by the Act ("Exclusions"). The Exclusions are agreed to be Incidental Use and Disclosures, not subject to the terms of this BAA.
 - ii. Business Associate's Operations. Business Associate may Use and Disclose PHI for all reasonable activity associated with Business Associate's performance of the covered services, proper management and administration, or to carry out Business Associate's legal responsibilities. Additionally, Disclosure is permitted only if:
 - 1) the Disclosure is Required by Law; or
 - 2) Business Associate obtains reasonable written assurance that:
 - a) the PHI will be held in confidence and further Use or Disclosure will be only for the original purpose for which the PHI was Disclosed to Business Associate or as Required by Law;
 - b) Business Associate will be promptly notified in the event the confidentiality of the PHI is breached; and
 - c) to the extent for any purpose authorized by an Individual under 45 C.F.R. § 164.508.
 - b. Receipt of PHI. Covered Entity will limit Disclosure of PHI to Business Associate to only the Minimum Necessary amount of PHI required or requested by Business Associate in providing the covered services. Upon termination of this BAA, the covered services, or Agreement, Covered Entity shall take all necessary steps to ensure that PHI is no longer provided, sent, or accessible to Business Associate.
 - c. Prohibition on Unauthorized Use or Disclosure. Business Associate will not Use or Disclose PHI except as permitted or Required by Law, this BAA, or as otherwise permitted in writing by Covered Entity.
 - d. Information Safeguards. Business Associate will use commercially reasonable efforts to implement and maintain administrative, technical, and physical safeguards ("Safeguards") designed to achieve compliance with 45 C.F.R. Part 164, Subparts C & E, and the HITECH Rules.

- e. Subcontractors and Agents. Business Associate will require its subcontractors and agents to provide reasonable written assurance that the subcontractor or agent will comply with the same restrictions and conditions that apply to Business Associate with respect to the PHI as required by 45 C.F.R. § 164.504. Business Associate shall enter into a Business Associate Agreement with each of its Subcontractors, which meets these requirements.
 - f. Inspection of Books and Records. To the extent available according to Business Associate's retention schedule, Business Associate will allow DHHS to access its internal practices, books, and records, relating to its Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, for the purpose of determining Covered Entity's and Business Associate's respective compliance with HIPAA. Business Associate will retain records according to its standard retention schedule and according to applicable regulatory requirements.
4. Individual Rights Requests.
- a. Access. Business Associate shall, within thirty (30) calendar days after Covered Entity's request, make available in a mutually agreed upon format for inspection and copying, any PHI maintained in a Designated Record Set in the Business Associate's custody or control, that will enable Covered Entity to meet its access obligations under 45 C.F.R. § 164.524.
 - b. Amendment. Business Associate shall, within thirty (30) calendar days after receipt of notice from Covered Entity, promptly amend or permit Covered Entity access to amend any portion of the PHI maintained in a Designated Record Set in Business Associate's custody or control that will enable Covered Entity to meet its amendment obligations under 45 C.F.R. § 164.526.
 - c. Disclosure Accounting. Business Associate will maintain a process to provide Covered Entity an accounting of Disclosures that will enable Covered Entity to meet its disclosure accounting obligations under 45 C.F.R. § 164.528. Except for Disclosures that are exempted from the disclosure accounting requirements under HIPAA, Business Associate will make the legally required disclosure accounting information available as soon as possible, but not later than thirty (30) days after Covered Entity's written request.
 - d. Restriction Requests; Confidential Communications. Business Associate will comply with any Individuals' requests for restrictions and confidential communications to which Covered Entity has agreed pursuant to 45 C.F.R. § 164.522 (a) and (b), and of which Covered Entity has notified Business Associate in writing.
 - e. Responses to Individual Rights Requests. Covered Entity shall be solely responsible for responding to all Individual Rights Requests and communication regarding PHI, unless agreed to otherwise in writing between the parties. Covered Entity will not refer any Individuals directly to Business Associate. If Business Associate receives any Individual Rights Requests directly from an Individual, Business Associate may refer such Individual to the Covered Entity, but shall have no liability for the failure to do so.
 - f. Fees. Business Associate may charge a reasonable fee to cover the costs of fulfilling Covered Entity's requests under this Section 4, Individual Rights Requests.
5. Breach of Unsecured PHI.
- a. Breach. In the event of a Breach of Unsecured PHI, Business Associate shall pursuant to the requirements set forth in subsection 2 below, provide written notice of the Breach to Covered Entity.
 - b. Notice Requirements. In the event of a Breach, written notice shall be sent to Covered Entity within thirty (30) calendar days of discovering such Breach (even if at such time Business Associate does not have all the details concerning the Breach). The notice shall contain the information required by 45 C.F.R. § 164.404(c), and any other additional and relevant information reasonably requested by Covered Entity so Business Associate and Covered Entity can comply in all respects with the Breach Notification Rule. The notice shall contain:
 - i. the date that a Breach was discovered, as determined by Business Associate in its reasonable discretion in accordance with the provisions of the Breach Notification Rule;
 - ii. a brief background and description of the Breach. Thereafter, Business Associate may follow up with additional information required under this subsection when such information becomes available;
 - iii. the nature of the PHI involved in the Breach; and
 - iv. a brief description of the mitigation and remediation efforts.
 - c. Security Incident. Upon written request, Business Associate shall, within thirty (30) calendar days, report to the Covered Entity any attempted or successful event Business Associate has become aware of for the time period specified in Covered Entity's request involving (a) unauthorized access, Use, Disclosure, modification, or destruction of PHI associated

with Covered Entity, or (b) any interference with system operations in Business Associate's Information System containing PHI associated with Covered Entity, collectively a Security Incident as defined herein. The report provided by Business Associate shall include any Security Incidents relating to PHI associated with Covered Entity for the time period requested by Covered Entity, up to (but not beyond) the date the request is made. If the Security Incident resulted in a Breach, then notice shall be provided in accordance with Section C.2 above. Covered Entity acknowledges that this Section C.3 constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents. Notwithstanding any of the foregoing provisions, Covered Entity agrees that Business Associate shall not be required to provide any additional reports of Unsuccessful Security Incidents to Covered Entity.

- d. Mitigation. Business Associate agrees to take reasonable steps to mitigate, at its expense and to the extent practicable, any known harmful effects resulting from a Breach or Security Incident made known to Business Associate, not to exceed (6) six months of fees paid to Business Associate for the covered service associated with the Breach or Security Incident.
- e. Reporting Obligations. Business Associate's only notification obligation under this Section C is to report Breaches and Security Incident as required herein to Covered Entity. Covered Entity shall be solely responsible to report a Breach or Security Incident to the affected Individuals, media outlets, DHHS, and other federal and state agencies if required by applicable law. If Covered Entity refers to or names Business Associate in any public notice or report, Covered Entity shall provide a copy of such notice or report to Business Associate prior to its release or publication.

6. General.

- a. Termination of Agreement. Either party may terminate this BAA by terminating the Agreement per the applicable termination provisions within the Agreement. This BAA will also be deemed terminated if Business Associate ceases to provide any covered services to Covered Entity.
- b. Obligations upon Termination.
 - i. Return or Destruction. Subject to Business Associate's standard record retention policies, upon any termination of this BAA, Business Associate will, if feasible, return or destroy all PHI in whatever form or medium (including any electronic medium) and all copies thereof upon request of Covered Entity. Business Associate and Covered Entity will mutually agree upon a reasonable time frame for the return or destruction of the PHI, which time period will not exceed one hundred and twenty (120) calendar days from date of termination effectiveness.
 - ii. Return/Destruction Not Feasible. To the extent Business Associate determines in its reasonable discretion that the return or destruction of PHI is not feasible, Business Associate will limit its further Use or Disclosure of PHI to those purposes that make return or destruction of the PHI infeasible.
 - iii. Continuing Privacy Obligation. Business Associate's obligation to protect the privacy of the PHI that was provided to Business Associate prior to any termination of this BAA shall survive such termination, for so long as Business Associate possesses the PHI. However, Business Associate shall have no obligations with respect to PHI disclosed to it after termination of this BAA, the covered services, or the Agreement.
- c. Liability. Liability of Business Associate and Covered Entity under this BAA shall be governed by the applicable terms of the Agreement. This BAA shall not expand or limit the liability of either Covered Entity or Business Associate beyond the liability set forth in the Agreement, except as specifically stated otherwise herein.
- d. Amendment to Agreement. Upon the effective date of any final regulation or amendment to the Act that would change the terms of this BAA with respect to PHI, this BAA shall be automatically amended to incorporate any regulations or amendment that relate to the obligations of Business Associate.
- e. No Third Party Beneficiaries. There are no intended third party beneficiaries under this BAA.
- f. Notices. Any notice required or permitted to be given by this BAA, must be in writing and must be provided per the notice terms of the Agreement. Business Associate shall use reasonable efforts to provide a copy of any such notices to the Privacy Official of Covered Entity, if Business Associate has been provided contact information for such individual by Covered Entity, but Business Associate shall have no liability for failure to provide notice to the Privacy Official if Business Associate has otherwise complied with its notice obligations herein.
- g. Record Retention. Business Associate shall not be obligated to maintain any records containing PHI received from Covered Entity for longer than is required by Business Associate's record retention policies, which shall comply with applicable regulatory requirements. Business Associate's failure to comply with its obligations under this BAA due to the fact that a record or the PHI contained within a record has been destroyed in accordance with the Business Associate's normal record retention practices shall not be considered a breach of this BAA.

- h. Entire Agreement. This BAA, as incorporated into the Agreement, is the entire agreement between the parties with respect to the parties' obligations to protect PHI under the Act.
 - i. Relationship to the Agreement and Confidentiality Agreement. This BAA is intended to address only the privacy and security of PHI. The parties may have entered a separate confidentiality agreement with respect to the Disclosure, receipt and Use of other Confidential Information (as defined in the applicable confidentiality agreement). To the extent there is a conflict between this BAA and the provisions of the Agreement, or between this BAA and any separate confidentiality agreement, this BAA shall control with respect to the protection of PHI and the obligations of HIPAA which may be applicable to the covered services. The terms of this BAA, the Agreement, and any separate confidentiality agreement shall be construed in a manner to achieve compliance with HIPAA and any applicable state privacy laws governing the protection of medical information that are not pre-empted by HIPAA.
 - j. Applicable Law. The provisions of this BAA shall be construed under the Act. To the extent the Act is not applicable, the applicable laws provisions of the Agreement shall govern.
7. Definitions. Capitalized terms used in this Agreement shall have the following meanings. Any other capitalized terms not identified here shall have the meaning as set forth in the Act as may be amended or revised from time to time, including amendments by the Secretary.
- a. "Act" shall mean collectively HIPAA, HITECH Act, HIPAA Regulations, and HITECH Rules.
 - b. "Breach" shall have the meaning given to it by 45 C.F.R. § 164.402.
 - c. "Breach Notification Rule" shall mean the "Standards for Breach Notification for Unsecured Protected Health Information," 45 C.F.R. Part 164, Subpart D.
 - d. "Business Associate" shall have the meaning given to it by 45 C.F.R. § 160.103.
 - e. "Covered Entity" shall have the meaning set out in 45 C.F.R. § 160.103.
 - f. "DHHS" means the United States Department of Health & Human Services.
 - g. "Disclose" and "Disclosure" mean, with respect to PHI, release, transfer, providing access to, or divulging to a person or entity not within Business Associate.
 - h. "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996.
 - i. "HIPAA Regulations" shall mean the HIPAA implementing regulations in 45 C.F.R. Parts 160-64.
 - j. "HITECH Act" shall mean the provisions of the Health Information Technology for Economic and Clinical Health Act contained in Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009. A reference to the HITECH Act shall also include any HITECH Rules related thereto.
 - k. "HITECH Rules" shall mean any regulations issued pursuant to the HITECH Act by DHHS, including the Breach Notification Rule.
 - l. "Incidental Use and Disclosure" shall meaning set out in 45 CFR § 164.502(a)(1)(iii).
 - m. "Individual" shall mean the person who is the subject of PHI and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
 - n. "Individual Rights Requests" shall mean requests by individuals for Access, Amendment, Disclosure Accounting, and Restriction as permitted by 45 C.F.R. § 164.500, et seq.
 - o. "Minimum Necessary" shall have the meaning set out in 45 C.F.R. § 164.502.
 - p. "PHI" or "Protected Health Information" shall have the meaning provided by HIPAA, 45 C.F.R. s. 160.103, but limited to that information received, maintained, transmitted or created by Business Associate from or on behalf of Covered Entity.
 - q. "Privacy Official" shall mean the person designated by the Covered Entity or Business Associate to serve as its Privacy Official within the meaning of 45 C.F.R. § 164.530(a), and any person to whom the Privacy Official has delegated any of his or her duties or responsibilities.
 - r. "Privacy Rule" shall mean the "Standards for Privacy of Individually Identifiable Health Information," 45 CFR Part 160 and Part 164, Subparts A and E.
 - s. "Required by Law" shall have the same meaning given to it in 45 C.F.R. § 164.103.
 - t. "Secretary" shall mean the Secretary of DHHS.

- u. "Security Incident" shall have the meaning in 45 C.F.R. § 164.304.
- v. "Security Rule" shall mean the "Security Standards for the Protection of Electronic Protected Health Information," 45 CFR Part 160, Subpart A, and Part 164, Subparts A and C.
- w. "Covered Services" shall mean the activities, functions and/or services that Business Associate from time to time renders to or on behalf of Covered Entity to the extent that those activities, functions and/or services are covered by HIPAA.
- x. "Unsecured PHI" shall mean PHI that is not secured through the use of a technology or methodology that renders such PHI unusable, unreadable or indecipherable to unauthorized individuals as specified in guidance issued pursuant to Section 13402(h) of the HITECH Act, including the Breach Notification Rule.
- y. "Unsuccessful Security Incident" shall mean a ping or other broadcast attack on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as any such incident does not result in unauthorized access, use, or disclosure of PHI.
- z. "Use" shall mean, with respect to PHI, utilization, employment, examination, analysis or application by Business Associate.

Cash Concentration Service

1. Description of Cash Concentration Service. The Cash Concentration service or "CashCon" service allows the Client to manage balances in accounts at other financial institutions by sending debit entries to those accounts through the automated clearing house ("ACH") network. Details regarding CashCon's functionality and service requirements are provided in the CashCon reference materials.
2. Functioning of the CashCon Service. Under the CashCon Service, the Bank originates ACH debit entries on behalf of Client that are directed to accounts designated by Client to be included in the service, each a "reporting location account". Debit entries directed to a reporting location account are "concentration" entries. The destination of any concentration entry (the account used as the settlement account for such entries) is the Truist account designated by Client and referred to as the "designated account." The Client will be the "originator" and Bank will be originating depository financial institution or "ODFI" for each of the concentration entries. Client's use of the CashCon service is subject to the terms and conditions for the ACH Origination service.
3. Implementation of CashCon Setup. A single reporting location account must use only one designated account to settle concentration entries. However, if Client has more than one reporting location account, each reporting location account may use a different designated account or a single designated account to settle concentration entries for those reporting locating accounts.
4. Origination and Processing of Entries. Client must send all concentration entries to the Bank by using one of the delivery methods offered by Bank, as described in the reference materials. Any concentration entries received after the daily cut-off time set forth in the CashCon reference materials will be treated as received on the next business day. Bank will format, process and settle to the relevant designated account all concentration entries that Bank receives from the Client in accordance with these CashCon terms and conditions and the terms and conditions for the ACH Origination service, including the Nacha rules referenced therein.
5. Security Procedures. The security procedures for the CashCon service require that Client's users use the authorization codes provided to Client to send concentration entries through any delivery method for the applicable reporting location account. Certain authorization codes may not be unique to Client, but the combination of authorization codes is unique to each Client. The authorization codes are not user-specific; this means that all of Client's users will use the same set of authorization codes to initiate a concentration entry for a particular reporting location account. Bank will send the authorization codes to the individual designated by Client. Client agrees that use of the service constitutes acceptance of the below security procedures.
6. ACH Origination Service. These CashCon terms and conditions are expressly made a part of the terms and conditions for the ACH Origination service and are subject to the terms and conditions thereof. Terms defined in the ACH origination terms and conditions have the same meanings when used herein. Any inconsistency on a particular issue between these CashCon terms and conditions and the terms and conditions for the ACH Origination service shall be resolved in favor of the CashCon terms and conditions.

1. Description of Cash Vault Service. The Cash Vault service is designed to facilitate Client's cash and deposit needs. Details regarding the Cash Vault service's functionality and certain requirements that Client must follow when using the Cash Vault service are provided in the Cash Vault reference materials.
2. Definitions. The following terms have the specified meanings for the purposes of these Cash Vault terms and conditions:
 - a. "Account" means the account(s) designated by Client to which deposits will be made and from which cash orders will be funded.
 - b. "Armored courier" means the armored courier selected by Client who acts as Client's agent and transports deposit bags and cash orders for deposit to Bank.
 - c. "Authorized user" means any person that Client is deemed to have authorized to place cash orders up to the applicable order limit
 - d. "Change orders" means those orders Client gives Bank for the delivery of U.S. coins or currency by armored courier.
 - e. "Cash vault(s)" means the cash vault(s) that Bank has designated as serving Client's business location(s).
 - f. "Contaminated currency" means any currency which the Federal Reserve Bank classifies as contaminated, including any currency damaged by or exposed to a contaminant hazard (including any chemical, radioactive or biological substances) that may present a health or safety risk, or that cannot be processed under normal operating procedures.
 - g. "Deposits" means the funds that Client delivers to the cash vault that are to be processed for deposit in accordance with these Cash Vault terms and conditions.
 - h. "Funds" means U.S. coins, currency, checks and other negotiable items.
 - i. "Mutilated coins" means any coins that have been bent or twisted out of shape, punched, clipped, plugged, fused or defaced but that can be identified as to genuineness and denomination.
 - j. "Mutilated currency" means any currency that has been damaged to the extent that one-half or less of the note remains, or its condition is such that its value is questionable and special examination is required before any exchange is made.
 - k. "Order limit" means the maximum dollar value of change orders that may be requested on any business day for each of Client's locations.
3. Client's Obligations Related to Deposits.
 - a. Client must collect and count funds and place them in a sealed, disposable deposit bag(s) or similarly designed tamper-proof bag(s) (each such bag is referred to in these terms and conditions as a "sealed deposit bag") clearly marked with Client's name or identification number. Each sealed deposit bag must be prepared in accordance with the requirements set forth in the Cash Vault reference materials. A deposit ticket listing Client's name, deposit account number and the amount of funds must be included in each sealed deposit bag.
 - b. Client must cause sealed deposit bags to be delivered by the armored courier to the appropriate cash vault for each of Client's locations. Bank may reject, impose a special fee on, and/or delay processing of any sealed deposit bag if (i) the deposit ticket does not match the amount contained in the sealed deposit bag, (ii) the sealed deposit bag was not prepared in accordance with the requirements set forth in the Cash Vault reference materials, (iii) the sealed deposit bag is delivered to the wrong cash vault, (iv) the sealed deposit bag is delivered by anyone other than the Client's designated armored courier or (v) any sealed deposit bag appears to be unsealed or to have been tampered with.
 - c. In the event that Bank accepts delivery of an unsealed deposit bag or a sealed deposit bag that appears to have been tampered with (each such bag is referred to in these terms and conditions as an "unsealed deposit bag"), and unless Client has previously given Bank instructions on how to process unsealed deposit bags, Bank will not process or take any action regarding an unsealed deposit bag until Client gives Bank an instruction regarding processing of the unsealed deposit bag.
4. Bank's Obligations for Processing Deposits.
 - a. Bank will process each sealed deposit bag after delivery to the cash vault. Bank will open each sealed deposit bag, verify the contents against the deposit ticket and deposit from the bag the funds that qualify for deposit into the relevant account. Client's actual deposit is not made until such verification is completed at the cash vault and the deposit is posted to Client's account. If there is any discrepancy between the amount reflected on the deposit ticket and the

amount counted by Bank, or any discrepancy between the contents of the bag and information that is otherwise reported to or made available to Bank, Bank's count will be final. Without limiting the generality of the foregoing sentence, in certain situations, based upon data that Client (or a third party) has provided to Bank with respect to Client's cash to be deposited via the Cash Vault service, Bank may provide Client with provisional credit for such cash. However, Client's actual deposit shall not be deemed made and deposit credit shall not be given until such cash deposits are actually received by Bank, and are counted and verified. Client agrees that Client's actual deposit is based solely upon the physical verification and count performed by Bank and that Bank is not bound by any other information reported by Client or by a third party, and Bank may reverse or adjust any provisional credit that may have been given based upon such information.

- b. Deposits collected by the armored courier are not deemed to be received by Bank until the deposits have been delivered to a cash vault, and such deposits are not insured by the FDIC during transit.
5. Change Orders. Client acknowledges that each authorized user has authority to place change orders up to the order limits for delivery to Client's location. Bank may place a "hold" on Client's account for the amount of a change order, and Bank will charge Client's account for the change order when Bank delivers the order to Client's armored courier. Bank reserves the right to reduce change orders to maintain Bank's inventory of coins and currency.
6. Authorization Codes. If required, Bank will provide authorization codes for placing change orders to Client's designated contact or to Client's designated authorized users.
7. Risk of Delivery. Client is solely responsible for engaging the armored courier. The armored carrier acts as Client's agent, not an agent or subcontractor of Bank. Client assumes any and all risks incidental to or arising out of selection of the armored carrier, the delivery of deposit bags to Bank and the delivery of change orders to Client. Notwithstanding the foregoing, Bank may reject any armored courier Bank deems unacceptable. Bank has no responsibility or liability for a deposit bag until Bank accepts possession of the deposit bag from Client's armored courier (as evidenced by one of Bank's authorized representatives signing the armored courier's manifest acknowledging receipt of a designated number of deposit bags) or for cash orders after Bank delivers them to Client's armored courier.
8. Contaminated and Mutilated Coins or Currency.
 - a. Bank is not obligated to accept currency or coin that is contaminated. Contaminated currency must be delivered to Bank in a separate sealed, tamper-evident disposable deposit bag, clearly labeled as "Contaminated Currency." Client must provide documentation stating the type and extent of the contamination, a breakdown by denomination of the currency and a deposit slip for the declared value. The deposit bag and 2 copies of the required documentation must be placed in a second sealed, tamper-evident, disposable deposit bag with stated value recorded on the bag. If Bank accepts the contaminated currency, Bank will forward the deposit of contaminated currency to the Federal Reserve Bank for processing. Once the Federal Reserve Bank has provided confirmation of value, Bank will credit Client's account for the value assigned. Client should not deliver any contaminated coin to Bank, but should follow instructions in the Cash Vault reference materials or contact Bank for further instructions on handling contaminated coins.
 - b. Bank is not obligated to accept mutilated coin or currency. Mutilated coins or currency must be delivered to Bank in a separate sealed, tamper-evident disposable deposit bag, clearly labeled as "mutilated coins" or "mutilated currency" as appropriate in accordance with the Federal Reserve's guidelines. Client must provide documentation stating the estimated value of the mutilated coins or currency, a breakdown by denomination of the coins or currency, an explanation of how the coins or currency became mutilated, and a deposit slip for the estimated value of the deposit. The deposit bag and 2 copies of the required documentation must be placed in a second sealed, tamper-evident, disposable deposit bag with stated value recorded on the bag. If Bank accepts the mutilated coin or currency, Bank will forward the deposit of mutilated coins to the U.S. Mint and the deposit of mutilated currency to the U.S. Department of the Treasury. Once the U.S. Mint or the U.S. Department of the Treasury has provided confirmation of the value of the mutilated coins or currency, Bank will credit Client's account for the value assigned.
 - c. If there is any discrepancy between the value of the contaminated currency or mutilated coins or currency assigned by Client and the amount counted by Bank or by the Federal Reserve Bank, U.S. Department of the Treasury or the U.S. Mint, Bank's count or the count of the Federal Reserve Bank, U.S. Mint or the U.S. Department of the Treasury will be final. Bank will charge Client for any additional fees charged by the Federal Reserve Bank for processing any contaminated currency, by the U.S. Mint for processing any mutilated coins or by the U.S. Department of the Treasury for processing any mutilated currency.
 - d. Bank may refuse to accept any contaminated or mutilated coins or currency unless Bank has provided Client with prior approval for the delivery of such coins or currency. If any contaminated currency or mutilated coins or currency is included in among deposit bags or comingled in any deposit bag and not contained in a separate marked deposit bag,

Bank may refuse to process all or part of the deposit bag containing such currency, may return the deposit bag or the contaminated currency or mutilated coins or currency contained in the deposit bag or may refuse to give credit for the contaminated currency or mutilated coins or currency, and Bank will charge Client for the amount of any currency or coins that were unable to be processed for which Client was given provisional credit. Bank has no liability for the amount of any contaminated currency or mutilated coins or currency included in any deposit bag and not contained in a separate marked deposit bag as required above.

Check Image Services

1. Description of Check Image Services. Check Image Services provides the ability to receive paid item and deposit ticket images via CD-ROM or Check Image Transmission for long term archival and storage. The Check Image Transmission option includes delivery of imaged items through direct transmission. The CD-ROM option includes delivery of imaged items (and in some cases when made available by Bank, account statements and Account Reconciliation Plan (ARP) reports) on a CD-ROM. Client must have required equipment and must download and install required software materials in order to access the CD-ROM. Details regarding the functionality and requirements that Client must follow when using the Check Image Services are provided in the Check Image Services reference materials.
2. Selection of Check Image Services. Client may select the Check Image Transmission and/or CD-ROM delivery method for imaged items or other available reports or statements designated by Client for the accounts included in the service. Client must specify a lead account for all accounts capturing the same types of images using the same delivery method.
3. Imaged Items. Client agrees that Bank will have no liability for any missing image or if any image Bank captures is not legible. In the event of any missing or illegible images, Bank will use reasonable efforts to provide a replacement image.

Controlled Disbursements Service

1. Description of Controlled Disbursements Service. The Controlled Disbursement Account ("CDA") service allows Client to manage daily cash requirements by allowing Client to defer funding of check disbursements until the day they are presented for payment.
2. Operation of the CDA Service.
 - a. When Client requests the CDA service, Bank will provide Client with a set of specifications, including routing number and magnetic ink encoding requirements, that checks issued against a disbursement account must meet in order for the CDA service to operate correctly. Using checks that do not meet these specifications can result in daily out-of-balance situations in a disbursement account. Client must give Bank voided sample checks for each disbursement account so that Bank may test those checks for compliance with the specifications. Client may not issue checks against a disbursement account until Client has received a notice from Bank that Client's sample checks are acceptable.
 - b. On each banking day, Bank will make information available to Client, through one of Bank's online services, regarding the total dollar amount of all checks that have been presented for payment against each disbursement account that day by the daily reporting deadlines disclosed to Client.
 - c. Client understands that Bank provides presentment information to Client solely to assist Client in funding Client's disbursement accounts. The CDA service does not relieve Client of the obligation to fund Client's disbursement accounts appropriately. As a result, Client agrees to have sufficient funds on deposit in each disbursement account to pay all checks issued against that account, whether or not Bank has notified Client of the presentment of those checks. If the presentment information is not available by the daily reporting deadline, Client should consider using an estimate for funding the disbursement account based on historical information and/or Client's information on its issued checks. The disbursement account must be funded by the funding deadline(s) disclosed to Client. In the event a disbursement account is not adequately funded on the date of presentment, Bank may return items for which there are not sufficient funds.
 - d. If any ACH or other electronic debits are presented against a disbursement account, those debits may not be included in the information Bank provides Client regarding daily presentments. In that event, Client must adjust Client's funding of the disbursement account to cover those ACH or other electronic debits.

- e. Client agrees and understands that the purpose of the CDA service is to allow Client to manage daily cash requirements by allowing Client to defer funding of check disbursements until the day they are presented for payment. The service should not be used to delay payment to or collection of funds by any payees or the presenter of any check.

Controlled Payment Reconciliation Service

1. Description of Controlled Payment Reconciliation Service. The Controlled Payment Reconciliation ("CPR") service allows Client to provide Bank instructions regarding payment or return of certain checks Client believes are fraudulent or not validly issued, before the checks post to Client's account. CPR Payee Positive Pay is a version of the CPR service that includes payee name matching, as described herein. Client may select either CPR or CPR Payee Positive Pay. Each account enrolled in the respective service option is referred to herein as an "enrolled account". Details regarding the functionality, formatting and other technical requirements for the service are provided in the reference materials.
2. Operation of the CPR Service. CPR service helps Client detect unauthorized, counterfeit, altered or otherwise fraudulent checks on Client's enrolled account(s) by comparing issued check (and any voided check) information provided to Bank by Client against the checks presented to Bank against the enrolled account(s). CPR Payee Positive Pay provides stronger protection against fraudulent checks by comparing payee names from Client's issued check file with the payee name on the check, in addition to the standard check number and account fields that are compared with the CPR service. In order for the payee name verification process to function correctly, the payee name must be clearly displayed on Client's printed checks, and the payee name provided in the issued check file should exactly match the name printed on the check.
 - a. Presentment Processing. Client must transmit an issue file to Bank on each day on which Client has issued any checks against an enrolled account. Bank must receive that issue file by the deadline set forth in the reference materials and the file must contain the information set forth in the reference materials with respect to each check listed in the file. Bank will compare the information in Client's issue file with the information in Bank's systems with respect to checks (i) that have been presented to Bank through normal check clearing channels for payment against the enrolled account, and (ii) for which Bank has provisionally settled but has not yet posted to the enrolled account. Client authorizes Bank to post, finally pay and charge against the enrolled account, each check that Bank reasonably determines matches the information in Client's issue file. Bank will notify Client of each presented check that is not included in the issue file or that reflects information that does not reasonably match the information in the issue file ("mismatched checks"). Client must instruct Bank to pay or return each mismatched check by the payment decision deadline set forth in the CPR reference materials; such instruction is a "decision".
 - b. Mismatched Checks. Client may elect one of two ways for Bank to handle mismatched checks if Client fails to give Bank a pay or return decision by the payment decision deadline. Under the "return default" option, Client authorizes Bank to return unpaid each mismatched check unless Bank receive an instruction from Client to pay it before the payment decision deadline. Even if Client selects a return default option, Bank may post, finally pay and charge against the enrolled account a mismatched check Client hasn't decided on (A) as otherwise provided below, for mismatched checks presented over the counter in one of Bank's branches and (B) mismatched checks that Bank believe in good faith result solely from encoding errors. Under the "pay default" option, Client authorizes Bank to post, finally pay and charge each mismatched check against the enrolled account unless Bank receives an instruction from Client to return it before the payment decision deadline. Bank will process and pay all exceptions according to Client's default settings.
 - c. Client may opt not to provide information in Client's issue file (i) for one or more check attributes that the CPR service is capable of matching or (ii) certain items in situations where Client deems it necessary to avoid mismatch situations, such as instances where Client believes an item has already been legitimately paid. Client acknowledges that not providing information to allow for matching of all available check attributes or not including information for all items increases the risk that a fraudulent check will not be detected as a mismatched check. If Client fails to provide information in Client's issue file regarding all available check attributes that the service is capable of matching, or Client fails to provide an issue record for a check at all for any reason, then Bank will not be liable for paying any check that is fraudulent with respect to the attributes for which Client failed to provide the Bank information, provided Bank otherwise satisfied its duty of care with respect to the other aspects of the CPR service in processing that check.
3. Teller Access Service. As part of the CPR service, Bank will also make Client's issue files available to Bank's branches to assist Bank's tellers in cashing checks ("teller access"). If a check presented for payment against an enrolled account over the counter in one of Bank's branches (1) is presented before Bank has received and processed an issue file for such check, (2) is a mismatched check, or (3) is otherwise identified by Bank as suspect, then Bank will not pay the check and will refer the presenter back to Client. If a check that matches the issue file information in check number and amount is presented to Bank for cashing over the teller line and the payee name, if provided by Client, does not match the name viewed on the check by

the teller, then Bank may in its discretion decide to pay the check, or to not pay the check and refer the presenter back to Client.

4. Transmission of Information. Bank will transmit information regarding mismatched checks to Client by using certain of Bank's online services. Client must transmit Client's issue files and Client's pay or return decisions to Bank by using one of Bank's online services as designated in the reference materials. Client's issue files and pay or return decisions must be in a format acceptable to Bank. In the event the applicable online service is not available, then a mutually agreed-upon alternative delivery method and process will be established to provide the relevant information to Client and for Client to provide Client's issue files and/or Client's pay or return decisions to Bank. Client will designate one or more operational contacts for the CPR service. Bank may, in its sole discretion, contact these operational contacts in the event Bank has questions about Client's issue file, the relevant online service is not available, to set up an alternative delivery method, or for other operational issues with the service. These operational contacts are also authorized to instruct Bank to pay or return any mismatched check in the event that Bank, in its sole discretion, contacts an operational contact regarding such check.
5. Limits on Bank's Liability. Client acknowledges that Bank will rely on information and instructions Client gives Bank in providing the CPR service and that Bank is not required to inspect any attribute of a check (other than those included in the relevant issue file) that is processed through the CPR service. Bank will not have any liability for paying or returning any check in accordance with these CPR terms and conditions, including any check that (i) bears a forged or unauthorized signature, or is counterfeit, or otherwise not validly issued or (ii) is altered or otherwise fraudulent with respect to an attribute that the CPR service is not designed to match. Client will be precluded from asserting any claims against Bank with respect to losses for any fraudulent check that was paid or returned in accordance with these terms and conditions. Client also acknowledges that the CPR service is not a substitute for Bank's stop payment service, or a means to reject checks that were validly issued but for which there exists a dispute with respect to the underlying transaction. Client agrees not to report an item as "void" via this service if Client has released the item for payment.

Daily Liquidity Account and Corporate Premium Money Market Account

1. Description of Daily Liquidity Account ("DLA") and Corporate Premium Money Market Account ("CPMMA") Service. These terms describe the treasury management services associated with the DLA and CPMMA, which are account types intended to be used to hold balances for longer periods of time, with limited transactional capabilities. These terms apply only to new DLA or CPMMA account types opened with Truist Bank. If Client previously opened a DLA or CPMMA with SunTrust Bank, the terms of the existing agreement(s) (as amended) for the accounts that Client executed with SunTrust Bank continue to apply, as certain services implemented on such accounts differ from services implemented for Truist DLA or CPMMA. DLA is an interest-bearing demand deposit account as defined under Federal Reserve Regulation D, and there is no limit on the number of withdrawals or transfers an account holder may make. CPMMA is an interest-bearing money market deposit account as defined under Federal Reserve Regulation D; Bank reserves the right at any time to require at least seven days' written notice of an intended withdrawal from the CPMMA, and account holders are limited to six withdrawals or transfers per calendar month or statement cycle. The DLA or CPMMA is opened with Bank using Bank's standard account opening documentation; then, the treasury management services indicated below will be implemented on the accounts. The addition of any other treasury services on DLA or CPMMA, or any modification of the services listed below for DLA or CPMMA, are subject to approval by Bank and may not be permitted, in Bank's sole discretion.
2. Services Implemented for DLA and CPMMA. The following services will be implemented for a Truist DLA or CPMMA, according to the terms and conditions herein ACH Blanket Block, Check Block, and Digital Treasury. Client will have the option to enroll in Wire Service within Digital Treasury, as described in these terms and conditions. Any additional services used with respect to the DLA or CPMMA will be subject to applicable service terms and conditions.
3. ACH Blanket Block. ACH Blanket Block will be implemented for each DLA or CPMMA. This service blocks the posting of incoming automated clearing house, or "ACH," debit and/or credit entries against the account. Client acknowledges that any ACH debits attempted against the account or any ACH credits sent to the account will be returned automatically and will not be processed, so Client agrees to use alternate methods to transfer funds into or out of the account.
4. Check Block. Check Block will be implemented for each DLA or CPMMA. This service blocks any checks presented against the account. Client acknowledges that any checks presented against the account will be returned and will not be paid, so Client agrees to use alternate methods to transfer funds out of the account.
5. Digital Treasury. Digital Treasury will be implemented for each DLA or CPMMA. Digital Treasury terms and conditions are below; however, certain functions within Digital Treasury will not be available for DLA or CPMMA, including, but not limited to, ACH Origination and Real-Time Payment initiation.

- a. Description of Digital Treasury Service. Digital Treasury service is an internet-based information reporting and transaction initiation system providing real-time access and functionality to Client deposit accounts, and certain functionality or information related to loans or commercial card accounts ("Digital Treasury"). Digital Treasury provides Client a single access point to access account information, place stop payments, initiate certain types of payments, transfer funds between accounts, provide decision instructions for certain services, and receive notifications for Client's accounts or services. The types of payments available to be initiated (e.g. Wire, ACH Origination, and Real-Time Payments) and services available for decision instructions (e.g. Positive Pay and Reverse Positive Pay), and other services and account functions available within Digital Treasury are subject to terms and conditions specific to those services and functions and may include additional fees.

- b. Introduction. Certain services that are available through Digital Treasury require separate enrollment, and Client may not use such services until enrollment is completed. Client agrees that any use of any service through Digital Treasury is subject to the applicable fees and terms and conditions for that specific service as well as these Digital Treasury terms and conditions.

Certain access to Digital Treasury may require Client to download and agree to license agreements related to, and use certain software, including but not limited to Rapport (a secure browsing software provided by Trusteer Inc., an IBM company), as designated by Bank. Client's failure to use such software may limit Client's ability to access Digital Treasury.

- c. Security Procedures. The security procedures for Digital Treasury are described below. Client agrees that use of the service constitutes acceptance of the below security procedures.
 - i. Access Credentials. Access credentials, which may include User ID, initial Password and Security Token, will be provided to the Primary Administrator established during the Digital Treasury enrollment for each designated user. Upon initial log in to Digital Treasury, each user will be required to change their initial Password to a new personal password pursuant to the instructions provided. Valid access credentials are required to log in to the service and perform transactions within the service.
 - ii. Dual Approval. Any ACH, wire, or RTP transaction initiated through the service requires dual approval, which means that one authorized user with sufficient entitlements must initiate the transaction and a different authorized user with sufficient entitlements must approve the transaction in order for the transaction to be released and processed. At Client's option, Client may require additional approvals (two or more users) for such transactions.
 - iii. Security Token. A code obtained from a token device is required for log in to the service. Transactions initiated within the service (including but not limited to Wire, ACH Origination, Real-Time Payments, account transfers, and loan payments or advances) require the approver to enter a code obtained from a token device in order for the transaction to be released and processed.
- d. Administrators and Operators. Client must designate one individual as Primary Administrator at enrollment. The Primary Administrator may create additional users of the service and users with administrative entitlements, who may also be referred to as Company Operators and Administrators, respectively. Once entitlements are given to Administrators and Company Operators, each will have authority to perform all actions and transactions available through Digital Treasury as granted by the entitlements. Each Company Operator and Administrator may perform any entitled actions or transactions on Client's accounts regardless of whether they are otherwise a designated signer on any such accounts. Should Client request Bank to revoke or change a Primary Administrator, Client must notify Bank of such revocation or change as soon as possible and Bank may require any such revocation or change be in writing and in accordance with Bank procedures.

If Client elects the dual administration feature, which is an optional security feature of Digital Treasury, a second user with sufficient entitlements must approve requests to create, modify, or remove a user's entitlements or system access. In order to elect the dual administration feature, Client must designate a second Digital Treasury administrator, in addition to the Primary Administrator, at the time of enrollment. **Bank strongly recommends that Client use the dual administration feature.** If Client requests more than one setup of the service, Client must designate a Primary Administrator (and second administrator, if dual administration is elected) for each setup. Each setup is identified by a unique company identifier, or "Company ID". The administrator(s) for each setup will have the ability to manage user entitlements within that setup only.

- e. Account Information. Client can select from a variety of reporting formats that may include different combinations of account balances and activity information.
- f. Account Transfers. Client may initiate current day and future dated transfers between its accounts at Bank, as may be subject to any applicable restrictions on the number of transfers governing such account(s). Bank will execute any

transfer request on the value date for the transfer indicated within the service. By initiating any transfer, Client assumes full responsibility for verifying the availability of collected funds for the requested transfer date.

Bank is under no obligation to honor, either partially or entirely, any transfer request that exceeds the available funds in Client's account. If Bank in its sole discretion creates an overdraft to complete a transfer, Client agrees to repay Bank upon demand, together with any applicable interest or fees and if necessary, the costs of collection.

- g. Stop Payments. Client may initiate stop payment requests or cancellations of a stop payment order in the form and manner specified in Digital Treasury. Client must provide the account number, check serial number, exact check amount, and stop payment reason in order for the stop payment instructions to be effective. Stop payments are subject to applicable terms within the Commercial Bank Services Agreement.

- h. Images of Paid Checks, Deposits & Deposited Items, and Returned Deposited Items. Through Digital Treasury, Client may view digital images of cancelled (paid) checks, deposit slips and accompanying items, and returned deposited checks. Online images may be viewed only for such periods of time as Bank may establish and older images may be sent to Client via the method specified by Bank.

As is common industry practice with various check "truncation" or "safekeeping" services, Bank destroys the original checks but retains the images for at least the number of years required by law. If an image of a check is missing or is illegible, Bank will attempt to provide Client with a legible copy upon Client's request, if Client gives Bank adequate information to identify the specific item. However, Bank will have no liability to Client if Bank is unable to provide a copy within Client's requested timeframe, or at all, due to any reason other than Bank's gross negligence, willful misconduct or criminal conduct. Bank reserves the right to charge a fee for such requests in some circumstances, such as when the image is missing or illegible due to circumstances beyond Bank's control.

- i. Alerts. With this service, Client may choose to receive alerts concerning selected types of events relating to Client's accounts or services. Client may then log on to Digital Treasury to obtain more details. Bank accepts no responsibility or liability if Client does not receive any alerts in a timely manner due to email outages or any other reason.
- j. eStatements. With this sentence, Client may choose to receive images of Client's statements including bank statements, and other reports or information. Bank accepts no responsibility or liability if these statements or reports are not available in a timely manner due to outages or any other reason. When a deposit account is included within the service, paper statement delivery will be suppressed for such account, and the statements for such account will only be available within Digital Treasury to entitled users. **Bank strongly recommends that Client establish appropriate internal controls to monitor and review statements for deposit accounts, especially in the event that statements are only available through Digital Treasury.** If Client requires paper statement delivery for deposit accounts included within the service, Client must request paper statements from Bank and additional fees may apply.
- k. Loan, Line of Credit, and Card Accounts. If any loan, line of credit, or credit, commercial, or purchasing card account types are included in Client's setup of the service, the term "account" when used in reference to the service includes these account types. By requesting the account to be included in the service, Client authorizes Bank to provide or display information relating to such loan, line of credit or card accounts within the service or to entitled users, and to provide any available functionality or service with respect to those accounts as may be requested or enabled by an entitled user, including, but not limited to, the ability to view account and transaction information, to make payments on the accounts, or to perform drawdowns, advances, or other transactions on the accounts. Client represents and warrants to Bank that inclusion of such accounts in Digital Treasury is in accordance with and does not violate any terms, resolutions, or agreements relating to the accounts. Client shall indemnify and hold Bank harmless against any claim, loss, damage, cost or expense including litigation expenses and reasonable attorney's fees resulting from a breach of the representation and warranty in this Section k or resulting in any way from the inclusion of the account in Digital Treasury.
- l. Loan Payments & Advances. Client may have the opportunity to request access to loan accounts through Digital Treasury to perform the following functions:
 - i. apply a payment to their loan obligation via one of the accounts available from the Digital Treasury application; and/or
 - ii. loan advance service for loan eligible accounts to a deposit account established and entitled in the Digital Treasury application. Loan advances will be subject to applicable limits or availability per terms of the loan.
- m. Commercial Card Accounts. If any commercial card, credit card, or purchasing card accounts are added to Digital Treasury, reporting and transaction information for such accounts will be available within Digital Treasury.

6. Wire Service. If Client enrolls a DLA or CPMMA for wire service within Digital Treasury, the Truist Wire Agreement, together with these terms and conditions and the Digital Treasury terms and conditions, will apply to wires initiated through Digital Treasury. The Truist Wire Agreement is below.

Truist Wire Agreement

This Truist Wire Agreement is made by and between Truist Bank ("Bank") and Client (as defined below). This Agreement shall govern all funds transfers initiated via the following methods or services, according to the terms herein: Corporate Call, Retail PIN, Drawdown Wire, Standing Order Wire, and wires initiated through one of Bank's treasury management services governed by the Truist Treasury Management Agreement. Each of these methods or services is referred to herein as a "Wire Service", and any documentation relating to a Wire Service (including but not limited to the Truist Treasury Management Agreement, another service agreement, implementation form, or other document providing service and account elections and details relating to wire transfers to be initiated via the Wire Service) is referred to herein as a "Wire Document". Client agrees to the terms of this Agreement by executing a Wire Document and/or requesting a Wire Service that is subject to the terms of this Agreement. Any wire initiated through a Wire Service shall be subject to the terms of this Agreement as well as the terms of the applicable Wire Document. The terms of Bank's Bank Services Agreement ("BSA") or Commercial Bank Services agreement ("CBSA"), as applicable to the Account used for wire initiation, are incorporated into this Agreement by reference, and shall apply to each wire initiated through a Wire Service and any claims or disputes that arise out of this Agreement, including but not limited to BSA or CBSA provisions regarding the mutual arbitration agreement, jury trial and litigation class action waiver, duty of care, costs, expenses, fees, applicable law, and jurisdiction. In the event of a conflict between the CBSA or BSA and this Agreement, the terms of this Agreement shall control.

1. Definitions. The following are defined terms:

- a. "Account" means the account(s) designated by Client on a Wire Document(s) to be used as the source of payment for Payment Orders.
- b. "Authorized Sender" means a person designated by Client on a Wire Document, and any user entitled by an administrator or otherwise within the Wire Service, who is authorized to initiate, submit and/or verify Payment Orders and Instructions to Bank. The term Authorized Sender when used herein includes "Authorized Representatives" designated on a Corporate Call or Retail PIN Wire Service Details and Authorized Representatives agreement.
- c. "Confirmation" means any notice (oral, written, electronic, or otherwise) informing Client of the date and amount of each Transfer to or from an Account.
- d. "Client" means the individual or entity that has executed a Wire Document and will use one or more or Wire Services for wire initiation that is governed by this Agreement.
- e. "Instructions" means the Transfer related directions given by an Authorized Sender to Bank, including amendments or cancellations of Payment Orders. Instructions will be provided pursuant to the terms of the applicable Wire Document.
- f. "Payment Order" means a request (oral, written, or electronic) from an Authorized Sender directing Bank to initiate a Transfer from an Account.
- g. "International Payment Order" means a Payment Order in which the beneficiary's bank is located outside of the United States.
- h. "Repetitive Transfers" mean Transfers initiated by Payment Orders in which the debit and beneficiary information, designated by Client on its Corporate Call Repetitive agreement or Retail PIN Repetitive agreement, remains constant, but the date and dollar amount vary; Transfers are initiated using a Repetitive Code.
- i. "Standing Order Transfers" mean Transfers made as ordered by Client on a Standing Order Wire agreement, in which the debit and beneficiary information remain constant, and the frequency and amount of the Transfer are according to the instructions on the Standing Order Wire agreement.
- j. "Drawdown Wires" mean Transfers made as ordered and agreed to by Client on a Drawdown Wire agreement, authorizing another institution to transfer funds from Client's account at the Bank.
- k. "Statement" means Client's periodic Account statement.
- l. "Transfer" means a transfer of funds by Fedwire, SWIFT, CHIPS, telex, computer terminal, electronic, or other means, but excluding transfers made through the ACH network or Real-Time Payments network.

2. Authorized Sender. Authorized Senders may provide Payment Orders and Instructions to Bank.

3. Client Signature. A Wire Document may be signed manually or electronically according to Bank's instructions. A duplicate or copy of any manually or electronically signed Wire Document delivered to Bank through facsimile or email attachment shall be as effective and enforceable as an original manually signed agreement. A digital, electronic or photostatic image of any such signed Wire Document maintained in Bank's record retention system shall be as effective and enforceable as an original manually signed agreement. Client consents to the use of electronic records and signatures with respect to Client's use of any Wire Service.
4. Form of Instructions. Bank may act upon Payment Orders or Instructions. Any Payment Order or Instruction which does not comply with Bank's procedures or which exceeds the available balance of the funds on deposit in an Account may be canceled from Bank's wire system without notice to Client or liability to Bank.
 - a. Special Instructions. Client may elect to authorize Repetitive Transfers for Retail PIN Wire Service by executing a Retail PIN Repetitive agreement, or for Corporate Call Wire Service by executing a Corporate Call Repetitive agreement. Bank's assignment of a Repetitive Code for Repetitive Transfers is not a security procedure as such term is used herein. Client may also elect to authorize a Standing Order Transfer by executing a Standing Order Wire agreement. Client may make arrangement with another financial institution to debit an Account by means of a drawdown instruction by executing a Drawdown Wire agreement. Bank shall be under no obligation to comply with any drawdown request or make any transfer which would exceed the balance of available fund on the deposit in the Account. Client agrees that any drawdown request must be received by Bank prior to Bank's established cut-off time; drawdown requests received after that time may be refused.
 - b. Electronic Instructions. If Bank accepts Client's election to initiate Payment Orders and Instructions from Client's electronic access system, Client shall be responsible for the security and confidentiality of Client's system and for the accuracy and completeness of any data received by Bank.
5. Processing Transfers. Bank may select any means for the transmission of funds which it considers suitable, including but not limited to Bank's own internal systems. Bank may use any of its domestic or foreign correspondent banks to facilitate or effect payment. Bank may also substitute or insert a routing number of an intermediary or beneficiary bank provided by Client in a Payment Order, if such substitution is necessary for the means of transmission used, provided that the substituted or inserted routing number identifies the same intermediary or beneficiary bank included in the Payment Order.

 Bank may, in its sole discretion, verify or authenticate any Payment Order or Instruction by contacting Client by telephone or by any other means deemed reasonable by Bank, but Bank is under no obligation to do so. If Bank is unable to verify or authenticate a Payment Order or Instruction, it is within the Bank's sole discretion to either effect or refuse such Payment Order or Instruction.

 Bank may cancel the Transfer without notice or liability to Client if (i) the request does not comply with Bank's procedures, (ii) Bank reasonably believes the transfer is prohibited by applicable law, (iii) the Transfer exceeds the available balance of funds in the Account, (iv) Bank attempts to verify a Payment Order and is unable to do so, or (v) as otherwise provided in this Agreement.
6. Funding Obligations. Client is responsible for ensuring that there are sufficient collected and available funds in the Account to satisfy all Payment Orders and other debits which may be presented on a given day. Bank may handle Client's Payment Orders with other debits for the day in any order chosen by Bank, in Bank's sole discretion. If funds are insufficient to cover all debits, this may result in rejection or cancellation of the Payment Order, delay in execution until sufficient funds are available, or the creation or increase of an overdraft in the Account.
7. Confirmations and Duty to Report Errors. The date and amount of each Transfer are described on the applicable Statement. Bank may also deliver Confirmations to Client in writing, electronically, or by a report produced by one of Bank's information reporting services, and/or as otherwise described in the applicable Wire Document. Bank will not deliver next day notice of receipt of incoming Transfers. Client shall examine upon receipt, but in no event later than 30 days after receipt, any Statement or Confirmation (whichever first occurs) and notify Bank of errors or discrepancies in connection with a Transfer shown on the Statement or Confirmation. Failure to notify Bank of any error within such 30 day time period shall relieve Bank of all liability for the any unauthorized or erroneous Transfers reflected in such Statement or Confirmation.
8. Corporate Call and Retail PIN Wire Services. Corporate Call and Retail PIN Wire Services are funds transfer services that are available through the use of a phone to an interactive voice response (IVR) solution. Corporate Call is offered to business Accounts, and Retail PIN is offered to consumer Accounts. The terms of the applicable Wire Document(s) for Corporate Call or Retail PIN govern the use of the service in addition to the terms of this Agreement.

9. Amendment or Cancellation of Payment Orders. Any Instruction canceling or amending a Payment Order is not effective unless Bank has received such Instruction at a time and in a manner affording Bank a reasonable opportunity to act before processing the Transfer. Client may not be able to cancel or amend a Transfer after it is processed by Bank. However, Bank may, at its discretion, use reasonable efforts to act on an Instruction for cancellation or amendment. If Client requests that Bank attempt to recover a Transfer, Client may be required to deposit funds with Bank or provide other payment assurances that are satisfactory to Bank to cover the cost, expense, charges, and/or attorneys' fees incurred by Bank in its recovery attempt, and Client agrees to indemnify and hold Bank harmless from any and all liabilities, costs and expenses Bank may incur in attempting to recall or amend a processed Transfer. Bank's attempt to recover funds shall not be an acceptance of responsibility for the completed Transfer. Bank does not guarantee the recovery of all or any part of a Transfer, and any expenses of Bank or its correspondent bank relating to the recall or return of funds shall be deducted from the amount of the returned funds. In the event Bank receives the return of funds in a currency other than U.S. Dollars, the funds will be converted by Bank into U.S. Dollars at Bank's current buying rate for that currency on the date of return. Bank shall not be liable for any resulting exchange losses.
10. Deadlines. Bank maintains deadlines for the receipt of Payment Orders and Instructions, including cancellations and amendments, and such deadlines are subject to change at the sole discretion of Bank. Payment Orders and Instructions received after the deadline shall be treated as received on the next banking day. Bank may, in its sole discretion, execute Payment Orders received after the deadline on that same banking day only as an accommodation to Client.
11. Security Procedures. The security procedures Bank offers to Client are designed to control access to the Wire Services and verify the authenticity of instructions provided to Bank. The security procedures are not designed to detect errors in the content of Payment Orders or Instructions transmitted to Bank, including but not limited to intended account numbers of Client, account numbers not belonging to the name of recipient, and erroneous or fraudulent instructions provided to Client by another party. The security procedures for Wire Services are described below. Client agrees that use of the applicable Wire Service constitutes acceptance of the below security procedures, and agrees that the security procedures are commercially reasonable for Client's use of the Wire Service, including the size, type and frequency of any possible Transfers that may be initiated from an Account that is associated with the Wire Service now or in the future. Client agrees to be bound by, and Bank is authorized to rely and act upon, all Payment Orders accepted by Bank in good faith and in compliance with the applicable security procedures, whether or not Client (or a user, administrator, or Authorized Sender of Client) actually gave Bank those instructions. Client agrees to comply with additional security procedures that may be implemented by Bank for a particular Wire Service from time to time.

Client is responsible for controlling access to and maintaining the confidentiality of the details related to the security procedures and Client must immediately report to Bank as soon as Client becomes aware of any (i) suspected breach of that confidentiality, (ii) compromise of any security procedure, or (iii) need to revoke any access credentials or authorization codes. Client's failure to control access to and maintain confidentiality of the security procedures, or failure to notify Bank as required herein, may result in improper use of the security procedures to initiate or access a Wire Service or initiate Transfers. Subject to applicable law, Client shall be responsible for any transaction or losses relating to access to a Wire Service resulting from such improper use of security procedures, provided Bank has complied with its obligations herein, and Client agrees that Bank shall have no liability for any loss, claim or damage Client sustains as a result of the improper use of the security procedures.

- a. Security Procedures for Transfers initiated via a Treasury Management Service. For Transfers initiated via a treasury management service governed by the Truist Treasury Management Agreement, the security procedures applicable to logging on to/accessing the service (such as valid access credentials and/or authorization codes or tokens), as well as security procedures applicable to wire transactions within the service (such as dual approval and/or authorization codes or tokens required to release a transaction for processing) apply to Transfers initiated via that treasury management service.
- b. Security Procedures Applicable to Corporate Call and Retail PIN. Transfers initiated via Corporate Call or Retail PIN Client require the following verification elements: items (i), (ii), (iii) and if required by Bank in Bank's discretion or by Client per elections made within the applicable Wire Document, item (iv).
 - i. Profile ID – 6-digit numerical ID emailed to Client's Authorized Representatives by Bank,
 - ii. Personal Identification Number (PIN) - assigned by Bank's system to Client (temporary PIN will be sent via U.S. Mail to each Authorized Representative; the PIN must be activated and changed to a confidential PIN within 90 days after receipt),
 - iii. Dynamic Passcode via Email or Mobile Phone – one-time verification passcodes, and
 - iv. Wire Verification via Telephone Call Back – by Client to Bank may be required.

If the Dynamic Passcode delivery method selected is mobile phone, applicable to US dialing only, then one SMS message containing a dynamic passcode is sent per Payment Order. Client may call 800-774- 8179 for additional information or help with the mobile phone Dynamic Passcode delivery option, including to obtain instructions to stop enrollment in SMS messages.

12. Recording. Client consents to Bank recording telephone calls, including, without limitation, Payment Orders and Instructions. Client assumes the responsibility for obtaining the consent of the Authorized Senders for these recordings. The recordings made shall be conclusive confirmation of Payment Orders and Instructions. Client acknowledges that not all calls will be recorded.
13. International Transfers. If the amount transferred is of a currency other than that of the country to which it is transferred, it shall be payable to the payee (beneficiary) in the currency of the specified country at the then buying rate, unless the payee arranges otherwise with the paying bank and/or deposit bank and pays all its charges in connection therewith.
 - a. For International Transfers (Remittance Transfers) From a Consumer Account. Bank may in its discretion decline to comply with Client's request to use a particular intermediary or pay through bank and may substitute a correspondent bank of Bank's choosing. Client may cancel a transfer for a full refund within 30 minutes of payment for the Transfer, provided that the Instruction to cancel enables Bank to identify the sender's name and address or telephone number and the particular transfer to be canceled, and the transferred funds have not been picked up by the recipient or deposited into an account of the recipient. Other than this thirty-minute right of cancellation, Client may not be able to recall or amend a Transfer after it is processed by Bank and other applicable provisions of this Section shall apply. If Client believes there is an error with respect to the Transfer, Client must notify Bank (by calling 844-4TRUIST / 844-487- 8478) within 180 days of the Availability Date set forth on the receipt provided to Client. Failure to notify Bank within the 180-day time period shall relieve Bank of all liability for the Transfer. Client can also contact Bank for a written explanation of Client's rights.
 - b. For International Transfers From a Non-Consumer Account. Bank or any correspondent or intermediary bank reserves the right to convert the amount of any Transfer to a local (generally beneficiary's country) currency prior to executing the Transfer. In the event Client designates an Intermediary Bank in Client's Payment Order, Bank will first send the Transfer to Bank's correspondent bank, and such correspondent bank will then route the Transfer to Client's designated Intermediary Bank. Bank may not offer foreign currency Payment Orders in a particular foreign currency, at Bank's discretion.
 - c. Foreign Currency Conversion Opt Out. If an Opt Out election is not made for an Account per an applicable Wire Document, Bank reserves the right, at its option to convert or instruct Bank's correspondent (a bank with which Truist has a relationship for the purpose of sending international wires) to convert any U.S. Dollar-denominated international Payment Order from the Account to the currency of the country in which the beneficiary's bank is located. If the Opt Out election is made for an Account, international Transfers initiated from the Account will be sent by Bank in the currency specified in Client's Payment Order (but note that funds may be converted to another currency by a subsequent intermediary bank or the beneficiary bank). If Client does not specify a currency for international Payment Orders, the Transfer will be processed in U.S. Dollars. If an Opt Out election is made for an Account, this election will apply to all Transfers from such Account, by any initiation method or channel. If Client desires to ensure that Bank executes an International Payment Order in a currency other than U.S. Dollars, then Client should denominate that International Payment Order in the desired currency.
 - d. Payment Protection - Bene-deduct (debit) Exemption. It is customary for correspondent banks (banks with which Truist has a relationship for the purpose of sending international Transfers) and/or additional intermediary banks which facilitate the delivery of Transfers to the beneficiary's bank to assess and deduct charges from the principal amount of the Transfer. If Client selects the Exemption for an Account per an applicable Wire Document, Transfers from the Account will be exempt from the deduction of charges by Bank's. However, note that an intermediary bank or the beneficiary's bank may still take a deduction from the payment to the beneficiary, so the Exemption selected for an Account may not prevent all deductions from the payment to the beneficiary. If the Exemption is selected for an Account, it will apply to all Transfers from such Account, by any initiation method or channel.
 - e. Conversion Cap. For foreign currency international Payment Orders that exceed an amount (the "Conversion Cap") set by Bank, Client must obtain a Contract ID before the Transfer can be processed. Contract IDs are offered at Bank's discretion and may not be available for all foreign currency Payment Orders. Client can obtain a Contract ID or request the current Conversion Cap amount by contacting Bank at the following numbers:
 - i. For Retail PIN Wire Service: 844-4TRUIST / 844-487-8478

ii. For all other Wire Services: 800-774-8179

14. Name and Account Number Inconsistency; Erroneous Instructions. Client acknowledges and agrees that Client is solely responsible for the accuracy of Payment Orders provided to Bank. If a Payment Order inconsistently describes the beneficiary, beneficiary's bank, or intermediary bank by name and number, payment might be made by the intermediary or beneficiary's bank on the basis of the number even if the number identifies a person or bank other than the named beneficiary or bank. Client shall be responsible for any loss associated with such inconsistency and agrees that its obligation to pay the amount of the Transfer to Bank is not excused in such circumstances.
15. Liability.
 - a. Duty of Reasonable Care. Bank shall exercise good faith and reasonable care in performing the Wire Services. Client shall exercise good faith and reasonable care in observing and maintaining security procedures, in communicating Payment Orders and Instructions to Bank and in reviewing Statements and Confirmations for errors. Client is responsible for ensuring the accuracy of all information contained in a Payment Order, and Bank has no duty whatsoever to verify the accuracy of any Payment Order, nor will Bank be liable for losses or damages arising out of Payment Orders containing inaccurate or incorrect information.
 - b. Limitation of Liability. Bank's liability for a Transfer shall be limited to errors or delays in the Transfer per applicable law and shall not be liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. Bank is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, errors by another bank, refusal or delay by another bank to accept the Transfer, acts of war or terrorism, regulatory or emergency conditions, fire, earthquake, or other circumstances outside of Bank's control.

Client will hold Bank harmless (a) if Bank acts in accordance with Payment Orders and Instructions, including, but not limited to, amendments or cancellations; (b) if Bank attempts to recover funds upon Client's request; (c) for any loss resulting from the unauthorized access to or use of applicable security procedures; or (d) for any matters referenced in this Agreement for which Client has responsibility.

Except as otherwise required by applicable law, any damages or other compensation due Client resulting from Bank's negligence shall be limited to interest on the funds at issue at the federal funds rate paid by Bank at the close of business on each day the error or delay remains uncorrected; provided, however, if Bank is unable to recover the funds from the transferee who has no claim to all or any portion of the funds erroneously transferred as a result of the Bank's negligence, Bank shall be liable for Client's actual loss, not to exceed the amount of funds which Bank is unable to recover, plus interest at the rate described above.

16. Fees. Client shall pay all fees and charges which Bank may, from time to time, impose for the performance of Wire Services subject to this Agreement. In addition, Client shall reimburse Bank for all out-of-pocket expenses incurred by Bank in effecting Payment Orders and Instructions, including cancellations, amendments and attempted recoveries, and Client shall be responsible for payment of all fees and charges of each correspondent or intermediary bank which facilitates a Transfer or payment. It is customary that such fees and charges are assessed and withheld from the amount of the Transfer or if assessed to Bank, passed on to Client. Client hereby authorizes Bank to instruct any correspondent or intermediary bank to obtain payment of its charges by withholding such charges from the amount of the Transfer.
17. Notices. For Wire Services subject to the Truist Treasury Management Agreement, notices shall be provided pursuant to the notice provisions in that agreement. For Standing Order Wire, Drawdown Wire, Corporate Call, and Retail PIN, notices shall be provided pursuant to the notice provisions in the BSA or CBSA, as applicable.
18. Amendment and Termination. This Agreement may be amended by Bank from time to time by prior written notice to Client. Any use of Wire Services subject to this Agreement Client's receipt of the notice shall constitute acceptance of the terms of the amendment. Either party may terminate this Agreement by giving 30 days prior written notice to the other party. Bank may terminate this Agreement immediately, without prior notice to Client, if (a) the Account(s) has no annual activity or has been closed; or (b) in the good faith opinion of Bank, Client is involved in potentially illegal or unethical business practices or is financially unstable, or the prospect of Client's payment or performance has been impaired.
19. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns, by merger or otherwise. If any provision of this Agreement shall be declared invalid or unenforceable, said provision shall be ineffective to the extent it is invalid, without in any way affecting the remaining provisions of this Agreement. In addition to the applicable law provisions of the BSA or CBSA, the rights, duties and liabilities of Bank and Client shall be subject to, and Client agrees to comply with, as applicable, federal laws, Federal Reserve Bank operating circulars, Federal Reserve Board regulations, Consumer Financial Protection Board regulations,

Digital Treasury Service

1. Description of Digital Treasury Service. Digital Treasury service is an internet-based information reporting and transaction initiation system providing real-time access and functionality to Client deposit accounts, and certain functionality or information related to loans or commercial card accounts ("Digital Treasury"). Digital Treasury provides Client a single access point to access account information, place stop payments, initiate certain types of payments, transfer funds between accounts, provide decision instructions for certain services, and receive notifications for Client's accounts or services. The types of payments available to be initiated (e.g. Wire, ACH Origination, and Real-Time Payments) and services available for decision instructions (e.g. Positive Pay and Reverse Positive Pay), and other services and account functions available within Digital Treasury are subject to terms and conditions specific to those services and functions and may include additional fees.

2. Introduction. Certain services that are available through Digital Treasury require separate enrollment, and Client may not use such services until enrollment is completed. Client agrees that any use of any service through Digital Treasury is subject to the applicable fees and terms and conditions for that specific service as well as these Digital Treasury terms and conditions.

Certain access to Digital Treasury may require Client to download and agree to license agreements related to, and use certain software, including but not limited to Rapport (a secure browsing software provided by Trusteer Inc., an IBM company), as designated by Bank. Client's failure to use such software may limit Client's ability to access Digital Treasury.

3. Security Procedures. The security procedures for Digital Treasury are described below. Client agrees that use of the service constitutes acceptance of the below security procedures.
 - a. Access Credentials. Access credentials, which may include User ID, initial Password and Security Token, will be provided to the Primary Administrator established during the Digital Treasury enrollment for each designated user. Upon initial log in to Digital Treasury, each user will be required to change their initial Password to a new personal password pursuant to the instructions provided. Valid access credentials are required to log in to the service and perform transactions within the service.
 - b. Dual Approval. Any ACH, wire, or RTP transaction initiated through the service requires dual approval, which means that one authorized user with sufficient entitlements must initiate the transaction and a different authorized user with sufficient entitlements must approve the transaction in order for the transaction to be released and processed. At Client's option, Client may require additional approvals (two or more users) for such transactions.
 - c. Security Token. A code obtained from a token device is required for log in to the service. Transactions initiated within the service (including but not limited to wire, ACH, Real-Time Payments, account transfers, and loan payments or advances) require the approver to enter a code obtained from a token device in order for the transaction to be released and processed.
4. Administrators and Operators. Client must designate one individual as Primary Administrator at enrollment. The Primary Administrator may create additional users of the service and users with administrative entitlements, who may also be referred to as Company Operators and Administrators, respectively. Once entitlements are given to Administrators and Company Operators, each will have authority to perform all actions and transactions available through Digital Treasury as granted by the entitlements. Each Company Operator and Administrator may perform any entitled actions or transactions on Client's accounts regardless of whether they are otherwise a designated signer on any such accounts. Should Client request Bank to revoke or change a Primary Administrator, Client must notify Bank of such revocation or change as soon as possible and Bank may require any such revocation or change be in writing and in accordance with Bank procedures.

If Client elects the dual administration feature, which is an optional security feature of Digital Treasury, a second user with sufficient entitlements must approve requests to create, modify, or remove a user's entitlements or system access. In order to elect the dual administration feature, Client must designate a second Digital Treasury administrator, in addition to the Primary Administrator, at the time of enrollment. **Bank strongly recommends that Client use the dual administration feature.** If Client requests more than one setup of the service, Client must designate a Primary Administrator (and second administrator, if dual administration is elected) for each setup. Each setup is identified by a unique company identifier, or "Company ID". The administrator(s) for each setup will have the ability to manage user entitlements within that setup only.

5. Account Information. Client can select from a variety of reporting formats that may include different combinations of account balances and activity information.

6. Account Transfers. Client may initiate current day and future dated transfers between its accounts at Bank, as may be subject to any applicable restrictions on the number of transfers governing such account(s). Bank will execute any transfer request on the value date for the transfer indicated within the service. By initiating any transfer, Client assumes full responsibility for verifying the availability of collected funds for the requested transfer date.

Bank is under no obligation to honor, either partially or entirely, any transfer request that exceeds the available funds in Client's account. If Bank in its sole discretion creates an overdraft to complete a transfer, Client agrees to repay Bank upon demand, together with any applicable interest or fees and if necessary, the costs of collection.

7. Stop Payments. Client may initiate stop payment requests or cancellations of a stop payment order in the form and manner specified in Digital Treasury. Client must provide the account number, check serial number, exact check amount, and stop payment reason in order for the stop payment instructions to be effective. Stop payments are subject to applicable terms within the Commercial Bank Services Agreement.
8. Images of Paid Checks, Deposits & Deposited Items, and Returned Deposited Items. Through Digital Treasury, Client may view digital images of cancelled (paid) checks, deposit slips and accompanying items, and returned deposited checks. Online images may be viewed only for such periods of time as Bank may establish and older images may be sent to Client via the method specified by Bank.

As is common industry practice with various check "truncation" or "safekeeping" services, Bank destroys the original checks but retains the images for at least the number of years required by law. If an image of a check is missing or is illegible, Bank will attempt to provide Client with a legible copy upon Client's request, if Client gives Bank adequate information to identify the specific item. However, Bank will have no liability to Client if Bank is unable to provide a copy within Client's requested timeframe, or at all, due to any reason other than Bank's gross negligence, willful misconduct or criminal conduct. Bank reserves the right to charge a fee for such requests in some circumstances, such as when the image is missing or illegible due to circumstances beyond Bank's control.

9. Alerts. With this service, Client may choose to receive alerts concerning selected types of events relating to Client's accounts or services. Client may then log on to Digital Treasury to obtain more details. Bank accepts no responsibility or liability if Client does not receive any alerts in a timely manner due to email outages or any other reason.
10. eStatements. With this service, Client may choose to receive images of Client's statements including bank statements, and other reports or information. Bank accepts no responsibility or liability if these statements or reports are not available in a timely manner due to outages or any other reason. When a deposit account is included within the service, paper statement delivery will be suppressed for such account, and the statements for such account will only be available within Digital Treasury to entitled users. **Bank strongly recommends that Client establish appropriate internal controls to monitor and review statements for deposit accounts, especially in the event that statements are only available through Digital Treasury.** If Client requires paper statement delivery for deposit accounts included within the service, Client must request paper statements from Bank and additional fees may apply.
11. Loan, Line of Credit, and Card Accounts. If any loan, line of credit, or credit, commercial, or purchasing card account types are included in Client's setup of the service, the term "account" when used in reference to the service includes these account types. By requesting the account to be included in the service, Client authorizes Bank to provide or display information relating to such loan, line of credit or card accounts within the service or to entitled users, and to provide any available functionality or service with respect to those accounts as may be requested or enabled by an entitled user, including, but not limited to, the ability to view account and transaction information, to make payments on the accounts, or to perform drawdowns, advances, or other transactions on the accounts. Client represents and warrants to Bank that inclusion of such accounts in Digital Treasury is in accordance with and does not violate any terms, resolutions, or agreements relating to the accounts. Client shall indemnify and hold Bank harmless against any claim, loss, damage, cost or expense including litigation expenses and reasonable attorney's fees resulting from a breach of the representation and warranty in this Section 11 or resulting in any way from the inclusion of the account in Digital Treasury.
12. Loan Payments & Advances. Client may have the opportunity to request access to loan accounts through Digital Treasury to perform the following functions:
 - a. apply a payment to their loan obligation via one of the accounts available from the Digital Treasury application; and/or
 - b. loan advance service for loan eligible accounts to a deposit account established and entitled in the Digital Treasury application. Loan advances will be subject to applicable limits or availability per terms of the loan.
13. Commercial Card Accounts. If any commercial card, credit card, or purchasing card accounts are added to Digital Treasury, reporting and transaction information for such accounts will be available within Digital Treasury.

Electronic Bill Presentment and Payment Service

1. Description of Electronic Bill Presentment and Payment Service. The Electronic Bill Presentment and Payment ("EBPP") service enables Client to electronically collect bill payments from Client's customers (each a "payer") by initiating ACH debit entries against a payer's deposit account or by initiating charges against a payer's credit or debit card. These ACH debit entries and credit or debit card charges (which are generically referred to in these EBPP terms and conditions as "payments") are initiated in response to payment authorizations payers submit through the internet or an Interactive Voice Response (IVR) system or give to Client's authorized users over the telephone or in person. Additional details regarding EBPP's functionality and requirements that Client must follow when using the EBPP service are provided in the EBPP reference materials.
2. Functioning of the EBPP Service. Each payment authorization that Client or a payer submits through the EBPP service will initiate a payment in accordance with these EBPP terms and conditions. Client will be the "originator" and Bank will act as the originating depository financial institution or "ODFI" for each ACH debit entry initiated. Similarly, Client will be the "merchant" for each credit or debit card charge initiated through the EBPP service. However, Bank does not act as the merchant bank processor or "acquirer" with respect to those credit or debit card charges. Instead, the EBPP service merely routes information for those credit or debit card charges to Client's third-party merchant bank processor, which will act as the acquirer for those credit or debit card charges. In order to initiate credit or debit card charges through the EBPP service Client must have entered into a merchant services agreement with a third-party merchant bank processor acceptable to Bank.
3. Origination and Processing of Payments.
 - a. Payment authorizations may be submitted through the EBPP service by (i) a payer through an internet website (the "biller website") or (ii) an authorized user of Client through the biller website based on a verbal authorization a payer gives such user over the telephone or in person or (iii) a payer through an Interactive Voice Response (IVR) system. The biller website is provided by Bank as part of the EBPP service and is the website through which payments are made. Client must provide and maintain a secure link to the biller website on Client's general website and is responsible for ensuring that this link takes a payer to the appropriate area within the biller website. Client is also responsible for providing data concerning each payer who uses this link. The link and the linking process, including the manner in which Client submits data about each payer to Bank, must also meet Bank's encryption and security requirements.
 - b. A payer may submit a payment via the guest payment channel. Or, a payer may self-register directly through the biller website or may be registered as a payer through the biller website by an authorized user based on information the payer gives the user over the telephone. In addition, if the Single Sign-On option (defined below) is used, a payer who has registered on Client's general website will be automatically registered in the EBPP system. The registration process must include a commercially reasonable fraudulent transaction detection system, a commercially reasonable methodology to establish a secure internet session, and commercially reasonable procedures to verify the identity of the payer.
 - c. The biller website will be formatted in accordance with the specifications Client provides to Bank. Client grants Bank the right and a license to use (i) Client's name, trademarks, service marks, copyrights and logos and other textual information in connection with the biller website and (ii) Client's data in connection with the EBPP service, in each case as contemplated by these EBPP terms and conditions. Once a payer has accessed the biller website, that payer may authorize Client to initiate a payment against the payer's deposit account or credit or debit card on the day that the authorization is submitted, each a "current payment," or to initiate one or more payments on scheduled future dates, each a "scheduled payment." Before a payer may submit a payment authorization through the biller website, that payer must accept terms regarding use of the biller website that, among other things, authorize Client as "biller" to initiate one or more payments against that payer's deposit account or credit or debit card, as applicable, and permit Client and Bank to use the data provided by the payer to process those payments, including consent for that data to be sent outside of the United States. Given the types of potential payments, such terms of use must also comply with (i) the Nacha Operating Rules and Guidelines ("ACH Rules") as they are in effect at the relevant time and (ii) the operating regulations and other requirements of the entity or association that issues or sponsors the applicable credit or debit card as they are in effect at the relevant time, or the "card rules." Bank may provide Client sample terms of use to assist Client in drafting terms regarding use of the biller website but, subject to the foregoing requirements, the final content of such terms is Client's responsibility; Bank makes no representation or warranty regarding the correctness, suitability, or sufficiency of any sample terms of use that it may provide. Through the biller website, a payer may view scheduled payments set up in, and prior payments made through, the EBPP system and may, prior to the deadline for submitting payment authorizations set forth in the EBPP reference materials, also delete or modify scheduled payments set up in the EBPP system.

- d. An authorized user of Client may also use the biller website to initiate payments against a payer's deposit account or credit or debit card based on a verbal authorization that payer gives an authorized user over the telephone, but only if (1) the payer initiated the telephone call or (2) Client has an existing business relationship with the payer as more fully described in the EBPP reference materials. Client is solely responsible for establishing the validation procedures an authorized user must follow to verify the identity of a payer and the authenticity of verbal payment or other authorizations a payer gives an authorized user over the telephone before those payment or other authorizations are submitted through the biller website. An authorized user must provide the information specified in the EBPP reference materials to the payer and obtain the payer's unambiguous verbal authorization prior to initiating a payment through the biller website. After an authorized user has initiated a payment through the biller website, the EBPP system sends the payer an email confirming the payment. Such email will be sent to the email address established at the payer's registration and reflected in the EBPP system as part of the payer's profile. This confirmation notice must comply with the ACH rules or the card rules, as applicable.
 - e. Each ACH debit entry initiated through the EBPP service must be originated using the applicable SEC (or Standard Entry Class) code, as described in the EBPP reference materials. The EBPP system will assign an SEC code based on information provided by the payer or an authorized user of Client when initiating the payment. ACH debits and credit or debit card charges processed through the EBPP service will be processed and debited/charged to the payer's account according to the timelines set forth in the EBPP reference materials.
 - f. The EBPP service will use commercially reasonable procedures to verify that the routing number associated with any ACH debit entry initiated using the EBPP service is valid.
 - g. Client may opt to assess surcharge fees, convenience fees, or service fees for payments processed through EBPP. Any such fees must be determined, disclosed to the payer, and collected in accordance with card network regulations and applicable law, which may vary from state to state. Bank does not advise on permissible types or amounts of fees or disclosure requirements and is not liable for any failure to follow the card network rules or applicable law, or any consequences that may result from such failure.
4. Administrative Functions. Client may use the biller website to perform certain administrative functions in connection with Client's use of the EBPP service. These functions may include registering a payer, administering a payer's registration, viewing the status of payments, deleting payments, modifying scheduled payments, receiving certain notices, generating and viewing certain transaction reports, establishing authorized users and the limits on each authorized user's authority, and downloading and uploading certain files of data. Any modification or deletion of a payment must be completed prior to the deadline for submitting payment authorizations set forth in the EBPP reference materials. Reports are available to be viewed through the biller website for the number of days set forth in the EBPP reference materials. All files uploaded or downloaded through the biller website will be transmitted to Bank or to Client as specified during implementation of the EBPP service.
 5. Representations and Warranties. Client agrees that (a) for each ACH debit entry Client initiates through the EBPP service, Client must comply with all obligations of an originator of that ACH entry and Client makes all representations, warranties, and agreements set forth in the ACH rules and the terms and conditions for the ACH Origination service related to that ACH entry; and (b) for each credit or debit card charge Client initiates through the EBPP service, Client must comply with all obligations of a merchant with respect to, and Client makes all representations, warranties, and agreements set forth in the card rules related to, the credit or debit card charge. Client further represents that any payment or other authorization Client or a payer submits through the EBPP system has been authorized by the relevant payer. Client also represents and warrants to Bank that Bank's use of Client's (i) name, trademarks, service marks, copyrights and logos and other textual information in connection with the biller website and (ii) data in connection with the EBPP service, as contemplated by these EBPP terms and conditions, does not infringe or otherwise violate any intellectual property or other proprietary rights of any third party. If Client assesses any surcharge, convenience fee, or service fee (however described) on payers, Client further represents and warrants that the amount of such fees and its disclosures to payers are and will continue to be in compliance with card network regulations and applicable law.
 6. Designation of Primary Administrators. Client must designate a Primary Administrator for the EBPP service. The Primary Administrator will be set up with full user permissions with respect to the biller website, including the right to administer the rights and permissions of all other users, and to create additional administrators.
 7. Security Procedures. The security procedures for the EBPP service are described below. Client agrees that use of the service constitutes acceptance of the below security procedures.
 - a. Client's use of the biller website. Valid access credentials are required to log on to the biller website.
 - b. Payers' use of the biller website. Except as otherwise described below for the Single Sign-On option, to access and use the biller website, a payer must log on to the biller website using that payer's valid access credentials. If a payer self-

registers in the EBPP system through the biller website, the payer will select the payer's own user ID and password. If an authorized user registers a payer through the biller website, Client will designate the payer's user ID and a temporary password.

- c. Control totals. Immediately prior to transmitting the Nacha formatted file to Bank, the EBPP system will communicate the total dollar amount of the file (referred to as the "control total") to Bank through the biller website. Bank does not require that Client separately submit control totals in order to process files of ACH debit entries initiated through the EBPP service.
8. ACH Origination Service. The ACH Origination service terms and conditions are incorporated by reference herein, and all applicable provisions of such terms and conditions apply to ACH entries originated through the EBPP service. Terms that are defined in the ACH Origination terms and conditions have the same meanings when used in these EBPP terms and conditions. If there is any inconsistency on a particular issue between these EBPP terms and conditions and the ACH Origination terms and conditions, these EBPP terms and conditions will control.
9. Single Sign-On Option. Single Sign-On is an optional feature of the EBPP service that allows payers to access the biller site through Client's general website's authentication process without entering an additional user ID and password. Client's election to use the Single Sign-On feature will be designated during implementation. In order to use Single Sign-On, the authentication procedures and methodology used to establish a secure internet session employed by Client's general website must be commercially reasonable and must meet certain requirements set forth in the EBPP reference materials. Client must maintain records of the authentication of each payer who logs in to Client's general website and accesses EBPP through Single Sign-On for a minimum of five (5) years from the date of login. Such records must evidence the authentication and identification of the payer and must include, at a minimum, the payer's user name, system name, session ID, date/time stamp, and payer's IP address. Client must provide copies of such records to Bank, in a format that is satisfactory to Bank, within five (5) business days of Bank's request. Additionally, Client will be required to obtain, install and manage, at Client's own expense, a valid X.509 certificate issued by a Certificate Authority as further described in the EBPP reference materials. Client must comply with all requirements and complete all required testing and all implementation and software development tasks as further described in the EBPP reference materials. If Bank determines, in Bank's sole discretion, that Client does not meet any of the requirements or are not otherwise eligible for Single Sign-On, Client will not be permitted to use this feature of the EBPP service. Under the Single Sign-On option, payer registration and authentication, including selection and reset of user IDs and passwords, will be Client's responsibility and will take place within Client's general website. If Client uses Single Sign-On, Client is responsible for the actions of any person who accesses the biller site and/or the EBPP system through Client's general website, including any unauthorized payments initiated by such person. In addition to any other indemnity obligation Client has under the agreement and to the extent permitted by applicable law, Client agrees to indemnify and hold Bank harmless from and against any claims, liabilities, losses, damages, costs and expenses (including, without limitation, attorneys' fees) arising from or related to any person's access to the biller site and/or the EBPP system through Client's general website, including but not limited to any losses resulting from the breach or failure of the security features of Client's general website or Client's failure to comply with any requirements for Single Sign-On contained in the agreement, including requirements set forth in the EBPP reference materials.
10. Effective Date. The EBPP service is replacing Online Bill Presentment and Payment ("OBPP"). For OBPP users, these EBPP service terms apply from the implementation of EBPP and the OBPP service terms will continue to apply until then.

Electronic Data Interchange Service

1. Description of Electronic Data Interchange Service. Electronic Data Interchange ("EDI") refers to the electronic exchange of payments, payment-related information and other financial data in formats that meet certain standards. The EDI services that Bank offers fall into the following three categories: payment initiation, payment receipts or "electronic receivables delivery", and financial reporting services. Client may select one or more types of EDI service and will designate which accounts are associated with each service. The EDI services are described below:
 - a. Payment Initiation. Client provides an electronic file to Bank in order to initiate entries through Bank's ACH Origination service and/or create paper checks through Bank's Integrated Payables service.
 - b. Payment Receipts. Bank sends Client an electronic reporting file via direct transmission containing payment and payment-related data relating to Client's ACH Origination and/or lockbox service(s) to Client in various formats as selected by Client. ACH Origination payment and payment-related data may also be provided in a Human Readable report.
 - c. Financial Reporting. Client can send and receive electronic files related to Bank's Account Reconciliation Plan, Controlled Payment Reconciliation and Positive Pay services (both issue and paid item files), and ACH Fraud Control service (authorization records). Client may also elect to receive a file of Account Analysis billing data through EDI.

2. Files Bank receives from Client or sends to Client via EDI services must be in a format that Bank has tested and agreed to and must be sent or received by the applicable deadlines for the relevant service to allow Bank to perform the necessary edits and process and/or forward the files for the relevant payment or information purposes. The terms and conditions for each service that is utilized through or in connection with an EDI file apply to Client's use of such service.

Electronic Lockbox Service

1. Description of Electronic Lockbox Service. The Electronic Lockbox service enables Client to receive remittance information regarding payments sent to Client through the online bill payment service of any third-party online payment processor (each, an "online payment processor") who participates in the Electronic Lockbox service. Client's designation of accounts and online payment processors for the service are reflected on a Treasury Request Confirmation. Details regarding the functionality and requirements of the service are provided in the Electronic Lockbox reference materials.
2. Enrolling as a Biller.
 - a. Client authorizes Bank to establish a "biller profile" for each designated online payment processor using information Client provides to Bank. If Client discovers that any information in its biller profile is inaccurate or needs to be revised, Client must notify Bank immediately and take any required steps to modify or correct the information and adjust any funds incorrectly remitted to Client as a result of such incomplete or inaccurate information.
 - b. Client represents and warrants to Bank that Client does not owe any outstanding amounts to an online payment processor and that Client is not currently using (and, as long as Bank provides the Electronic Lockbox service to Client, will not use) the services of any other financial institution to enroll in or otherwise obtain access to the online bill payment service for the same online payment processor(s) as those that are reported by Bank.
3. Remittance Files; Settlement; Reconciliation; Posting.
 - a. Once Client has been enrolled as a biller and Bank has implemented Electronic Lockbox service for Client for the applicable online payment processor(s), the online payment processor(s) will send Bank remittance information for payments sent to Client through the applicable online bill payment service. Bank will reformat the information and send a "remittance file" of such information to Client. Client may designate whether Bank sends remittance files to Client as a separate transmission, appended to another product's file, or available for download in the Electronic Lockbox web application.
 - b. Bank will settle all payments sent to Client in each remittance file via ACH credit to Client's designated settlement account. ACH credits to Client's settlement account are considered provisional until Bank receives final settlement from the applicable online payment processor. All payments credited to Client's settlement account, or otherwise owed to Client related to an online payment processor's online bill payment service are subject to any rights that online payment processor may have to unwind transactions and exercise setoff under that online payment processor's terms, including the right to reversals.
 - c. Client is responsible for reconciling the remittance information to the ACH settlement credit each day. If Client is unable to reconcile the two, Client must notify Bank of the inconsistencies by the end of the banking day on the day of settlement. If Client notifies Bank in the time required, Bank will assist Client with any research requests to the applicable online payment processor regarding the inconsistencies.
4. Returns and Reversals.
 - a. If Client is unable to successfully post a payment, then Client must return such payment through the Electronic Lockbox Returns function as described in the Electronic Lockbox reference materials.
 - b. Unless "guaranteed payment" (offered by some online payment processors) applies, processors can initiate reversals of payments previously made to Client through that online payment processor's online bill payment service. Reversals received from the processors will be debited from Client's settlement account via ACH and reported to Client within the Electronic Lockbox web application. Bank will not have any liability for any reversals processed through an online payment processor's online bill payment service.
5. Limitation of Liability; Disclaimer; Indemnity. In addition to any other limits on Bank's liability in this agreement and to the extent permitted by applicable law, Client agrees that Bank will not have any liability for any acts or omissions of an online payment processor (including, without limitation, (a) any error or delay in processing any payments or remittance information, including any error or delay in initiating any funds transfers to Client, (b) any breach of confidentiality of any information, including any of Client's or Client's customers' payment, account or personal information, (c) the inaccuracy of

any remittance information, or (d) any reversals or other debits initiated against Client's account). In addition to any other indemnity obligation Client has under this Agreement and to the extent permitted by applicable law, Client agrees to indemnify and hold Bank harmless from and against any claims, liabilities, losses, damages, costs and expenses (including, without limitations, attorneys' fees) arising from or related to (i) any amounts or other obligations Bank owes an online payment processor that are related in any way to Client's use of that online payment processor's online bill payment service, (ii) faulty or erroneous information or instructions Client gives Bank or an online payment processor, (iii) any of Client's errors or delays in posting a payment to Client's accounts receivable system, (iv) any breach of Client's obligations under these Electronic Lockbox terms and conditions, or (v) any of Client's acts or omissions which result in a breach by Client or Bank of the terms of any online payment processor's documentation.

6. Online Payment Processor Documentation. Client's use of the Electronic Lockbox service is subject to the terms of each online payment processor's documentation. Client agrees to take all actions Bank or such processor deem necessary for compliance with each online payment processor's documentation. Client agrees that the Bank is not obligated to take any action under these Electronic Lockbox terms and conditions that would cause Bank to breach the provisions of any online payment processor's documentation. Client agrees that none of Bank's obligations under any online payment processor's documentation create obligations for Bank under these Electronic Lockbox terms and conditions unless expressly set forth as Bank's obligations in these Electronic Lockbox terms and conditions.
7. Electronic Lockbox Web Application. The Electronic Lockbox web application provides internet-based access to Client's online bill payment detail with flexible viewing parameters and search capability with 2 years of historical data. This web application allows users to change their passwords, download posting files, create stops or swaps, view reports and return invalid transactions. Client's Primary Administrator is responsible for setting up and maintaining Client's users' access to the application, which includes various roles for users.
8. Additional Services. The following features are optional for Electronic Lockbox:
 - a. HOA (Homeowner Association)/Property Management Multi DDA-ability to post to multiple DDAs but under one Company ID (note: Client must have ability to provide HOA table or validation file).
 - b. Validation/Stop File-allows more valid accounts to post and or stop invalid accounts from posting (note: Client must provide validation or stop file).
 - c. Web Exceptions-ability for Client to decision items that would otherwise be returned to the payor because they do not pass Client's validation file (note: Client must provide validation file to have Web Exceptions).

Image Cash Letter

1. Description of Image Cash Letter Service. The Image Cash Letter ("ICL") service allows Client to transmit files containing electronic images of batches of checks and associated information describing each check along with check total information in place of forwarding the original checks to Bank for deposit. Each image and its associated information is an "Image" and a file containing Images and associated information is a "Letter". Details regarding ICL's functionality and certain formatting and other technical requirements that Client must follow when using ICL are provided in the ICL reference materials (which include, but are not limited to, a user guide). ICL is intended for transmission of Client's Images in a single file, not as separate transmissions for each Image. The ICL service may also encompass image quality analysis adjustments, image integrity analysis adjustments, duplicate item or duplicate file adjustments, and return item adjustments all as defined in the ICL reference materials. Client shall not use the ICL service outside the United States or to transmit files from outside the United States without Bank's prior written approval, or to transmit an electronic image of a remotely created check (as that term is defined in Regulation CC of the Federal Reserve Board, "Reg CC"). These ICL terms and conditions do not otherwise affect any other agreement between Client and Bank relating to the deposit of original checks.
2. Operation of the ICL Service. Client may use the ICL service with respect to the account(s) designated for the service.
 - a. Each Image within a Letter is an "item" as defined in the Uniform Commercial Code as adopted in the state whose laws govern this Agreement and a "check" as defined in Reg CC, and each Image will be negotiated as such. Each Image must contain an exact image of the front and back of the original check with full-field magnetic ink character recognition (MICR) line encoding (absent the amount). Client should endorse the original check prior to image capture and Client must provide an electronic endorsement record in accordance with the ICL reference materials. Each Letter must be formatted as provided in the ICL reference materials, including but not limited to the batching of images, file specification requirements (including a Cash Letter Control Record) and use of standard American National Standards Institute's ("ANSI") file formats. To be eligible for processing, an Image must meet the requirements for items eligible for exchange as outlined in the ICL reference materials. At a minimum, the original documents of any Image must be a negotiable instrument the Uniform Commercial Code and all characters in all magnetic ink character recognition ("MICR") fields present on each document must be readable. It is not acceptable to pass digit errors (represented by an * within a MICR field) to Bank on any Image sent to Bank. All fields on the MICR line of an Image must be repaired prior to forwarding any Letters to Bank. Client warrants that any repair of the MICR line fields will be repaired accurately.
 - b. Client must transmit each Letter to Bank through one of Bank's online services. To submit a Letter to Bank, Client is required to comply with applicable security procedures for that online service, including but not limited to use of valid access credentials to login to the online service. Any Letter transmitted to Bank in accordance with those security procedures will be deemed a Letter submitted by Client. Transmission times, Letter receipt times, other applicable deadlines and transmission locations are set forth in the ICL reference materials.
 - c. Each Letter and the Images contained therein must meet Bank's quality standards for processing as described in the ICL reference materials. Those standards are referred to in these ICL terms and conditions as the "ICL standards." Bank may add to or change the ICL standards at any time upon notice to Client. Once Bank receives Client's Letter, Bank will process each Image in that Letter that are "on-us" items (meaning that the items are drawn on Truist Bank). Bank offers qualified and unqualified versions of the ICL service. In order to use the "qualified ICL service", a version of the ICL service that does not require Bank to perform additional image quality analysis and image integrity analysis, Client must represent to Bank that Client's imaging process verifies that the Images included in a File meet Bank's ICL standards and any other applicable image quality or other standards as required in the ICL reference materials. If Client's imaging process does not produce acceptable images, Client will be required to use Bank's "unqualified ICL service" which is a version of the ICL service that performs image quality analysis and image integrity analysis on all items in each Letter. The unqualified ICL service may require an earlier file receipt time as described in the ICL reference materials. All Letters are also subject to duplicate item and duplicate file detection Bank may perform at Bank's discretion, but the responsibility for not submitting duplicates is solely Client's responsibility and Bank assumes no responsibility if Bank's process fails to detect any duplicate. If Image and associated information satisfies the ICL standards, then the Letter will be accepted, and Bank will begin processing the contents of the Letter. If Bank determines an Image or the associated information does not satisfy the ICL standards, the Image may be rejected and dropped from the Letter or the Letter, and all Images contained therein, may be rejected. A summary debit adjustment will be made to Client's account and a debit advice will be sent to Client.
 - d. In addition, any Image and associated information included in a Letter must satisfy the quality standards of the Federal Reserve Bank or other collecting bank to which Bank forwards an Image and associated information for collection, the "collecting bank quality standards." Collecting bank quality standards include the parameters of Images relative to length, height, corners, document skew, darkness/lightness, noise and Image size compression. These standards are provided in the reference materials. Image quality adjustment detail reporting will be facilitated through

the use of Bank's Online Courier service if Client elects to use that service. All Images failing to meet collecting bank quality standards will be sent to Client as a return advice. There are no specific timelines for these types of adjustments, but they are usually completed within 30 business days of deposit.

- e. If an Image is rejected for failing to meet the ICL standards or the collecting bank quality standards, Client must take corrective action to either recapture the Image and associated information and submit it in a new Letter or submit the original check for deposit. Once Client has transmitted a Letter to Bank, Client may not cancel it unless Bank has rejected the Letter or Images in the Letter. If more than two percent of the Images in a Letter fail to meet the ICL standards, the entire Letter may be rejected, which will require Client to resubmit that Letter.
 - f. Once Bank has accepted a Letter for processing, Bank will use each Image in that Letter to process the Image as an electronic item or, at Bank's option, to create a substitute check (as defined in Reg CC). If Bank elects to process an Image as an electronic item, Bank will process that Image for deposit to Client's account and forward it for presentment to the drawee bank (as defined below) through the electronic item collection channels that Bank would otherwise use to present an electronic item to the drawee bank. If Bank uses an Image to create a substitute check, then Bank will process that substitute check for deposit to Client's account and forward it for presentment to the financial institution on which the original check was drawn or through or at which it was payable (that institution is referred to in these ICL terms and conditions as the "drawee bank") through the check collection channels that Bank would otherwise use to present a check to the drawee bank. In either event, Client's deposit will be subject to the terms of any agreement Bank has with other financial institutions relating to the presentation of electronic items, and subject to all applicable terms of the Uniform Commercial Code and the Truist Commercial Bank Services Agreement relating to processing of the items. Bank will make funds for each electronic item or substitute check that Bank processes for deposit to Client's account available to Client under the float schedule assigned to Client's account based on the banking day that Bank received the Letter containing a conforming Image of that check; assigned account-specific float schedules are available upon request.
 - g. Bank must receive Client's Letter by the receipt times set forth in the ICL reference materials. In that regard, Bank is not liable for any delays or errors in transmission of a Letter. If the online service Client uses to transmit Client's Letter is not available, Client must make Client's deposits by another method. Client may not transmit to Bank a Letter which exceeds 20,000 items per file if Client is using the unqualified ICL service, or 25,000 items per file if Client is using the qualified ICL service. Client may, however, send more than one Letter each day prior to the applicable receipt time.
 - h. Client agrees to make original checks available to Bank promptly upon request. Client agrees that Client will not capture more than one Image of any original check and that Client will not negotiate, deposit or otherwise transfer any original check to Bank or to any other person or entity after Client has captured an Image of the check. Client also agrees that (i) Client will not transmit an Image of any original check to Bank more than once (unless that item has been returned to Client by Bank for corrective action), (ii) Client will not transmit an Image of any original check to Bank that Client previously transmitted to any other person or entity, (iii) Client will not transmit an Image of any original check to any other person or entity after Client has transmitted it to Bank; (iv) Client will not transmit an Image of any original check to Bank if that check has been used as a source document for the initiation of an Automated Clearing House ("ACH") or other electronic debit; and (v) Client will not use any original check as a source document for the initiation of an ACH or other electronic debit after Client has transmitted an Image of that check to Bank. Client agrees to use commercially reasonable procedures to safeguard the original checks, images and associated information in Client's possession to ensure such checks are not negotiated beyond ICL.
 - i. If there is any discrepancy between the Image count and/or the total dollar amount of the Letter and Bank's count of Images and/or the total dollar amount of Images included in the Letter, Bank's count will control and the Letter may be rejected. Bank will also debit Client's account and send Client a deposit adjustment notice for any image which was rejected by Bank for failing the ICL standards, was determined to be a duplicate, or rejected for failing the collecting bank quality standards, or returned by any collecting bank for any reason.
 - j. Bank may reject, impose a special fee and/or delay processing of any Letter if (i) the Letter was not prepared and formatted in accordance with the requirements set forth in the ICL reference materials or does not otherwise meet the requirements contained in these terms and conditions, (ii) the number of Images in the Letter or the total dollar amount of the Letter does not match what is included in the Letter control record for the Letter delivered to the Bank and as more particularly described in the reference materials, or (iii) the number of Images in a Letter transmitted to Bank exceeds the number permitted under these ICL terms and conditions.
 - k. Returns will be handled by printing substitute checks and returning them through existing return channels.
3. Client's Representations and Warranties. Client makes all of the representations and warranties to Bank with respect to each Image and associated information that Client transmits to Bank that Client would have made if Client had deposited the original check into Client's account. In addition, Client represents and warrants to Bank with respect to each Image and

associated information that Client transmits to Bank that (a) the Image and associated information (i) accurately represent all of the information on the front and back of the original check at the time the Image and associated information were captured and (ii) are otherwise sufficient for Bank to satisfy Bank's obligations as the truncating and/or reconverting bank, and (b) no person or entity will receive a transfer, presentment or return of, or otherwise be charged for, (i) the original check, (ii) an electronic item or substitute check that Bank creates from the image and associated information, or (iii) a paper or electronic representation of the original check or of a substitute check that Bank creates from the image and associated information, such that the person or entity will be asked to make a payment based on a check that it has already paid.

4. Client's Indemnification Obligations. In addition to any other obligation Client has to indemnify Bank, Client agrees to indemnify and hold Bank and Bank's affiliates harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to (a) the receipt by any person or entity of (i) an electronic item, (ii) a substitute check or (iii) a paper or electronic representation of the original check or the substitute check that Bank creates from an electronic check image and associated information that Client transmits to Bank, instead of the original check, or (b) any encoding error on any check included in an image cash letter, or (c) any duplicate item or duplicate file created or authorized by Client, or (d) the delayed processing of any returned items by any subsequent bank for any items that were processed as electronic items, or (e) a remotely created check being included in an image cash letter.

Image Cash Letter Service for Web Instaposit Users

1. Description of Image Cash Letter Service for Web Instaposit User. The Image Cash Letter for Web Instaposit ("Instaposit") service allows Client to use the ICL service by submitting Images and Letters through Web Instaposit, an internet based web portal, in place of presenting the original checks to Bank for deposit. Details regarding Instaposit's functionality and certain formatting, transmittal and processing instructions, and other technical requirements that Client must follow when using the Instaposit service are provided during implementation of the service and/or within the Web Instaposit portal and are referred to as the "Instaposit reference materials." These Instaposit terms and conditions do not otherwise affect any other agreement between Client and Bank relating to the deposit of original checks.
2. ICL Terms and Conditions. The ICL terms and conditions are incorporated herein and apply to use of the Instaposit service, except as stated otherwise in these Instaposit terms and conditions or in the Instaposit reference materials. Terms defined in the ICL terms and conditions and used herein shall have the meanings set forth in the ICL terms and conditions. Web Instaposit is one of the online services used to transmit Letters to Bank per the ICL terms and conditions. By transmitting an Image to Bank via Web Instaposit, Client makes all the representations and agreements with respect to the Image as contained in the ICL terms and conditions, and agrees to the indemnification obligations set forth in the ICL terms and conditions. Once Bank receives a Letter, it will be processed according to the applicable ICL terms and conditions. All image quality and file specification requirements within the ICL terms and conditions apply to the Images transmitted via Web Instaposit, and Bank may delay processing of or reject any Image or Letter that fails to meet such requirements or for any other reason set forth in the ICL terms and conditions.
3. Rejections and Returns. Bank shall provide notice of any rejected or adjusted Images or Letters according to Client's instructions or, if Client has not provided instructions to Bank for delivery of such notices, Bank may provide the notice to Client per Client's contact information (according to Bank's records).

Image Cash Letter Service for Financial Institutions

1. Description of Image Cash Letter Service for Financial Institutions. The Image Cash Letter for financial institutions or "ICL-FI" service allows Client to transmit files containing electronic images of batches of checks and associated information describing each check referred to as "presentment notice") along with check total information, (each such file an "image cash letter,") in place of forwarding the original checks to Bank for deposit. Details regarding ICL-FI's functionality and certain formatting and other technical requirements that Client must follow when using ICL-FI are provided in the ECCHO Rules (as defined herein), Section XIX and in the ICL-FI reference materials. By using this service, Client agrees to be bound by the Electronic Check Clearing House Organization Operating Rules referred to as "ECCHO Rules" for these electronic image transactions and Bank will sponsor Client's membership if Client is not currently a member of ECCHO. ECCHO Rules can be obtained at www.eccho.org. Unless otherwise agreed upon, Client will be charged for the ECCHO sponsorship fees. Unless otherwise indicated, terms used in these ICL-FI terms and conditions shall have the meanings ascribed to such terms in the ECCHO Rules. The ICL-FI service is intended for transmission of Client's presentment notice and electronic images in a single file, not as separate transmissions. The ICL-FI service may also encompass image quality analysis adjustments, image integrity

analysis adjustments, duplicate item or duplicate file adjustments, and return items adjustments all as defined in the ICL reference materials. Client shall not use the ICL-FI service outside the United States and files may not be submitted from outside the United States without Bank's prior written approval, or to transmit an electronic image of a remotely created check (as that term is defined in Regulation CC of the Federal Reserve Board, "Reg CC"). These ICL-FI terms and conditions do not otherwise affect any other agreement between Client and Bank relating to exchanges under the ECCHO Rules or deposit of original checks.

2. Operation of the ICL-FI Service. Client may use the ICL-FI Service with respect to the account(s) designated for the service.
 - a. Each electronic check image included in an image cash letter is an "item" under the Uniform Commercial Code, a "check" under Reg CC and an "item" under ECCHO Rules which must be an exact image of the front and back of the original check with full magnetic ink character recognition ("MICR") line information. Client must endorse the original check or the electronic check image with the bank of first deposit endorsement in accordance with standard American National Standards Institute's ("ANSI") endorsement requirements, ECCHO Rules and ICL-FI reference materials. Each image cash letter must be formatted, including the batching of images, as provided in the ECCHO Rules and the ICL-FI reference materials. To be eligible for processing, an electronic check image must meet the items eligible for exchange requirements as outlined in the ECCHO Rules, Section III (A). The ECCHO Rules require, at a minimum, that the item be a negotiable item, and all characters in all MICR fields present on the document must be readable. This will allow Client to capture the information required for the image cash letter. Repair of the MICR line on documents in order to make the items eligible for processing must be done with responsibilities assigned as outlined in ECCHO Rules, Section III(B). It is not acceptable to pass digit errors to Bank (represented by an * within a MICR field) on any file forwarded to Bank. All fields on the document must be repaired prior to forwarding any files. Repair of the MICR line fields will be governed by ECCHO Rules.
 - b. Client must transmit each image cash letter to Bank through one of Bank's online services which support the transmission of image cash letters. To submit an image cash letter to Bank through an online service, Client is required to comply with the security procedures for that online service. Any image cash letter transmitted to Bank in accordance with those security procedures will be deemed an image cash letter submitted by Client. Transmission times, cutoff times, other applicable deadlines and transmission locations are set forth in the ICL-FI reference materials.
 - c. Each image of (and associated information regarding a check) included in an image cash letter must meet Bank's quality standards for processing an image for deposit as described in the ECCHO Rules and the ICL-FI reference materials. Those standards are referred to in these ICL-FI terms and conditions as the "ICL-FI standards." Bank may add to or change the ICL-FI standards at any time upon notice to Client. Once Bank receives Client's image cash letter, Bank will process each image and associated information included in that image cash letter that are "on-us" items (meaning that the items are drawn on Truist Bank). Bank offers qualified and unqualified versions of the ICL-FI service. In order to use the "qualified ICL-FI service", a version of the service that does not require Bank to perform additional image quality analysis and image integrity analysis, Client must represent to Bank that Client's imaging process verifies that the images in an image cash letter meet Bank's ICL-FI standards and any other applicable image quality or other standards as required in the reference materials. If Client's imaging process does not produce acceptable images, Client will be required to use Bank's "unqualified ICL-FI service", the version of the service that performs image quality analysis and image integrity analysis on all items in each image cash letter. The unqualified ICL-FI service may require an earlier file receipt time as described in the ICL-FI reference materials. All image cash letters are also subject to duplicate item and duplicate file detection Bank may perform at Bank's discretion, but the responsibility for not submitting duplicates is solely Client's responsibility and Bank assumes no responsibility if Bank's process fails to detect any duplicate. If the images and associated information satisfies the ICL-FI standards, then the image cash letter will be accepted, and Bank will begin processing the contents of the image cash letter. If Bank determines an image or associated information does not satisfy the ICL-FI standards, the image may be rejected, which shall mean those items are sent back to Client for reasons of poor quality or missing images, and Bank will provide Client with a list of rejected images and a research and adjustment debit advice. In addition, any image and associated information included in an image cash letter must satisfy the quality standards of the Federal Reserve Bank or other collecting bank to which Bank has forwarded an image and associated information for collection, the "collecting bank standards." All check images which fail to meet Federal Reserve Bank quality standards will be returned as an advice to Client. All check images which fail to meet collecting bank quality standards will result in items coming back to Client in return item processing. If an image is rejected for failing to meet the ICL-FI standards or the collecting bank standards, Client must either recapture the image and associated information and submit it in a new image cash letter or submit the original check for deposit. Once Client has transmitted an image cash letter to Bank, Client may not cancel it.
 - d. Once Bank has received an image cash letter for deposit, Bank will use each image and associated information included in that deposit to create a substitute check (as defined in Reg CC) or, at Bank's option, process it as an electronic item. If

Bank uses an image and associated information to create a substitute check, Bank will process that substitute check for deposit to Client's account and forward it for presentment to the financial institution on which the original check was drawn or at which it was payable (that institution is referred to in these ICL-FI terms and conditions as the "drawee bank") through the check collection channels that Bank would otherwise use to present a check to the drawee bank. If Bank elects to process an image and associated information as an electronic item, Bank will process that image for deposit to Client's account and forward it for presentment to the paying bank through the electronic item collection channels that Bank would otherwise use to present an electronic item to the paying bank. In either event, Client's deposit will be subject to the terms of any agreement Bank has with other financial institutions relating to the presentation of electronic items, and subject to all applicable terms of the Uniform Commercial Code and the Truist Commercial Bank Services Agreement relating to processing of the items. Bank will make funds for each substitute check or electronic item that Bank processes for deposit to Client's account available to Client under the float schedule assigned to Client's account based on the banking day that Bank received the file containing a conforming image of that check.

- e. Bank must receive Client's image cash letter by the deadline set forth in the ICL-FI reference materials. In that regard, Bank is not liable for any delays or errors in transmission of an image cash letter. If the online service Client uses to transmit Client's image cash letter is not available, Client must make Client's deposits by another method. Client may not transmit to Bank an image cash letter which exceeds 20,000 items per file if Client is using the unqualified ICL-FI service, or 25,000 items per file if Client is using the qualified ICL-FI service. Client may, however, send more than one image cash letter each day prior to the applicable receipt time.
- f. Client agrees to make original checks available to Bank promptly upon Bank's request. Client agrees that Client will not capture, nor will Client allow any of Client's customers to capture, more than one image of any original check and that Client will not negotiate, deposit or otherwise transfer, or allow any of Client's customers to negotiate, deposit or transfer, any original check to Bank or to any other person or entity after Client (or Client's customer) has captured an image of the check. Client also agrees that (i) Client will not transmit an image of any original check to Bank more than once (unless that item has been returned to Client by Bank for corrective action), (ii) Client will not transmit an image of any original check to Bank that Client or one of Client's customers has previously transmitted to any other person or entity, (iii) neither Client nor any of Client's customers will transmit an image of any original check to any other person or entity after Client has transmitted it to Bank; (iv) Client will not transmit an image of any original check to Bank if that check has been used as a source document for the initiation of an Automated Clearing House ("ACH") or other electronic debit; and (v) neither Client nor any of Client's customers will use any original check as a source document for the initiation of an ACH or other electronic debit after Client has transmitted an image of that check to Bank. Client agrees to use and cause Client's customers to use commercially reasonable security procedures to safeguard the original checks, images and associated information to ensure such checks are not negotiated beyond ICL-FI.
- g. If there is any discrepancy between check image count and/or the total dollar amounts of the deposit reflected by Client in an image cash letter and Bank's count of check images and/or the total dollar amount of images included in the image cash letter, Bank's count will control and the image cash letter may be rejected. Bank will also debit Client's account and send Client a deposit adjustment notice for any image which was rejected by Bank for failing the ICL-FI standards, was determined to be a duplicate, rejected for failing the Federal Reserve Bank quality standards or the collecting bank standards, or returned by any collecting bank for any reason.
- h. Bank may reject, impose a special fee and/or delay processing of any image cash letter if (i) the image cash letter was not prepared and formatted in accordance with the requirements set forth in the ECCHO Rules and ICL-FI reference materials or does not otherwise meet the requirements contained in these terms and conditions, (ii) the number of checks images or batches of check images in the image cash letter, the dollar amount of a batch of check images in an image cash letter or the total dollar amount of the image cash letter does not match what is included in the presentment notice for that image cash letter, or (iii) the number of check images in all image cash letter files transmitted to Bank exceeds the number permitted under these ICL-FI terms and conditions. Returns will be handled by printing substitute check documents and returning them through existing paper return channels. As a financial institution, Client acts as the bank of first deposit ("BOFD") on all items Client deposits with Bank. This will require Client to place a BOFD endorsement on all physical items deposited and/or a 26 record containing the BOFD record on all image cash letter items deposited with Bank. This endorsement must be in compliance with Reg CC regarding content and placement, ANSI x9.37 standards, and as provided in ECCHO Rules Section XIX (E).
- i. As the BOFD, Client is expected to be the primary point of resolution of all research items. As the BOFD, Client's organization has total access to the clearing cycle of each item deposited with Bank. As Client's clearing agent, Bank does not have access to all of the returns information and as such Bank is less able to resolve all research items. Client may re-deposit indemnified copies of previously missing items with Bank at any time through any depository channel.

3. Client's Representations and Warranties. Client makes all of the representations and warranties to Bank with respect to each electronic check image and associated information that Client transmits to Bank that Client would have made if Client had deposited the original check into Client's account. Client further agrees to the Sending Bank Warranties and Indemnification as provided in ECCHO Rules Section XIX (M).
4. Client's Indemnification Obligations. In addition to any other obligation Client has to indemnify Bank, Client agrees to indemnify and hold Bank and Bank's affiliates harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to (a) the receipt by any person or entity of (i) an electronic item, (ii) a substitute check or (iii) a paper or electronic representation of the original check or the substitute check that Bank creates from an electronic check image and associated information that Client transmits to Bank, instead of the original check, or (b) any encoding error on any check included in an image cash letter, or (c) any duplicate item or duplicate file created or authorized by Client, or (d) the delayed processing of any returned items by any subsequent bank for any items that were processed as electronic items, or (e) a remotely created check being included in an image cash letter.

Image Statement Transmission Service

1. Description of Image Statement Transmission Service. This service provides delivery of checking and savings account statements for designated accounts via data transmission. Image Statement Transmission provides a zip file of all PDF statements with the same end cycle dates. Client will receive the transmission the day following the end statement cycle date. Details regarding Image and Statement Transmission's functionality and formatting are provided in the Image Statement Transmission reference materials.
2. Paper DDA Statement Suppression. Paper checking and savings statements for all accounts included in Image Statement Transmission are automatically suppressed. Suppression will begin upon successful completion of the transmission testing. In the event Client opts to receive a paper statement as well as Image Statement Transmission for any account, additional fees will apply.

Integrated Payables Service

1. Description of Integrated Payables Service. The Integrated Payables ("IP") service is a service where, in accordance with Client's service elections, Bank will print and disburse checks, create and transmit entries to settle through the Automated Clearing House ("ACH") Network, initiate U.S. Dollar wire transfers, and/or create and process commercial card payments to pay Client's designated payees. Details regarding the functionality of the IP service, file delivery methodology, security procedures, and certain formatting and other technical requirements that Client must follow when using the IP service are provided in the IP reference materials. Client must designate a Primary Administrator for IP within a Primary Administrator Designation agreement (or other similar agreement accepted by Bank).
2. Processing of Payments.
 - a. For each payment entry included in an IP data file Client transmits to Bank, Bank will print and disburse a check, create and transmit an ACH credit entry or a commercial card payment, or initiate a U.S. Dollar wire transfer payment. Each payment entry will be drawn on or settle to the applicable designated account. Client's use of each payment type within the IP service is subject to Bank's approval and completion of any additional documentation or agreements relating to the payment type that may be required by Bank.
 - b. For each payment entry to be paid by check, the check will be printed in accordance with the format specifications established between Client and Bank. Checks can be denominated in U.S. dollars only, or, if the check is drawn on a Canadian currency account, in Canadian dollars. Bank will disburse checks by either U.S. mail or courier as designated by Client, with associated costs passed through to Client. Bank shall have no responsibility for any checks once delivered to the United States Postal Service or Client's courier.
 - c. For each payment entry to be paid via ACH credit entry, Client will be the originator of the ACH entry Bank creates from Client's IP data file. The ACH Origination service terms and conditions are incorporated by reference herein, and all applicable provisions of such terms and conditions apply to ACH entries originated through the IP service. Terms that are defined in the ACH Origination terms and conditions have the same meanings when used in these IP terms and conditions.

- d. For each payment entry to be paid via U.S Dollar wire transfer, Client will be the authorized sender of the payment order Bank initiates from Client's IP data file. The Truist Wire Agreement is incorporated by reference herein, and all applicable provisions of such Wire Agreement apply to wire transfers initiated through the IP service. Terms that are defined in the Wire Agreement have the same meanings when used in these IP terms and conditions.
 - e. In order to include commercial card payables files in the IP data file, Bank must have agreed to provide Client a commercial card account and Bank's associated card program management solution. Client must execute a Commercial Card Agreement with Bank and any additional documentation Bank may require relating to the card program management solution (together, the "Commercial Card Agreements"). The Commercial Card Agreements are incorporated by reference herein, and all applicable provisions of the Commercial Card Agreements apply to commercial card payments transmitted through the IP service.
 - f. Remittance data included with Client's IP data file may be printed with the corresponding checks, made available at Bank's designated website for a registered payee, emailed to a registered payee or sent by separate mailing for ACH entries or U.S. Dollar wire transfers to the payee at the address provided by Client.
3. Transmission of Client's Integrated Payables Data File. Client must transmit the IP data file to Bank (i) through a designated website or (ii) through Straight Through Processing ("STP") by using Bank's File Transfer transmission method, as more specifically described in the reference materials. As used herein, "File Transfer" means the secure transmission of files to and from Bank using an internet browser or secure FTP (File Transfer Protocol). The File Transfer transmission method may also be referred to as "direct transmission." If the IP data file requires file translation before it can be processed by Bank, one of Bank's file translation services must be used to translate the file into a format that can be processed. Client must transmit the IP data file to Bank by the cut-off deadline established by Bank; otherwise, the IP data file may not be processed or processing may be delayed. In order to make a change to Client's IP data file (other than adding one or more payment entries), including changes in formatting, adding an account, or changing the settlement account for a payment entry, Client must test the changes with Bank, to Bank's satisfaction, before transmitting a data file containing the changes; failure to test a changed IP data file may result in the data file not processing or delay in processing. Bank will notify Client each time an IP data file is received. Client is required to validate and/or provide control totals to release the file for processing, as described in Section 5 below.

Client is responsible for payment entries included in IP data file that are submitted and released for processing according to the terms herein, even if the payment entry is a duplicate of another payment entry or otherwise is submitted in error. Bank is under no obligation to determine if an IP data file or any payment entry in an IP data file is a duplicate of a previously submitted IP data file or payment entry. For files sent to Bank using File Transfer, Client must provide Bank with all IP addresses from which files will be sent and must update these IP addresses when changes are made, as Bank's system will recognize and process only files transmitted from an IP address that Client has provided to Bank. Client will designate individuals that Bank may contact to resolve processing issues with Client's IP data files and Client authorizes Bank to release information to these individuals regarding the data files.

4. Cancellation Instructions. Bank has no obligation to comply with any request to cancel the processing of any IP data file, to amend any payment entries, to pull from disbursement a printed check, or cancel any ACH entry, commercial card payment, or U.S. Dollar wire transfer file created in accordance with Client's IP data file. As an accommodation to Client, however, Bank will use good faith efforts to comply with Client's request to cancel the processing of an IP data file or a payment entry, or pull a printed check from disbursement, if Client's request complies with any applicable cancellation requirements and Bank receives the request at a time and in a manner that gives Bank a reasonable opportunity to act on the request. Bank is not liable if Bank is unable to honor Client's request to cancel such processing if an IP data file or payment entry. Client agrees to reimburse Bank for any expenses Bank may incur in attempting to honor any such requests. Note that for commercial card payables files, any changes to a file (including cancellation) that has been submitted through IP must be made by logging in to the card program management solution.
5. Security Procedures. Client agrees that use of the IP service constitutes acceptance of the below security procedures.
- a. Data File Transmission and Access Credentials. Client must comply with applicable security procedures and requirements for the transmission method used to transmit an IP data file to Bank. For transmission methods that require access credentials, valid access credentials are required for log in to the transmission method application and/or to transmit a file. Valid access credentials are also required to log in to the designated website for file validation and control total submission, if applicable.
 - b. Control Totals and Payment Approvals. If Client uses the STP file delivery option, an entitled user must submit the control total file along with the IP data file via File Transfer, and if the file totals match, the file will be released for processing.

If Client transmits the IP data file to Bank through a designated website, an entitled user(s) must validate and approve payments within the designated IP website, or an entitled user must submit a matching control total (consisting of the aggregate dollar amount of all payment entries in the file), before the IP data file is processed by Bank.

Bank strongly recommends that Client segregate duties within the IP service such that a single user is not entitled to perform all functions required to release payments for processing.

- c. Payee Access. Payee registration and valid access credentials are required for access to Bank's online remittance reporting feature or vendor enrollment feature. Client is responsible for providing registration instructions and initial access credentials to payees.
6. Creation of Issue File for Positive Pay, Account Reconciliation Plan, or Controlled Payment Reconciliation Services. Client may elect for the printed check information included in Client's IP data file to be used by Bank to create a Positive Pay, Account Reconciliation Plan, or Controlled Payment Reconciliation service issue file on Client's behalf to be used in connection with one of those services used by Client. By making this election, Client authorizes Bank to create an issue file on Client's behalf on each day on which checks are printed against any Truist account that is included in Client's setup for Positive Pay, Account Reconciliation Plan, or Controlled Payment Reconciliation service. Client's use of the Positive Pay, Account Reconciliation Plan, or Controlled Payment Reconciliation service is governed by the terms and conditions for each service.
7. Payee Access. Payees have access to several optional features of IP service through a designated website.
 - a. Online Remittance Reporting Feature. Before a payee can access Bank's online remittance reporting feature, that payee must register in the designated website and agree to terms and conditions for use of the website. Through the website, registered payees may utilize the online remittance reporting feature to view and download documents and information in connection with payments, including remittance data and statements.
 - b. Vendor Enrollment. Under the vendor enrollment feature, Bank collaborates with Client on outreach to Client's vendors to obtain vendors' election to receive electronic payments (ACH or commercial card) instead of checks. This election of the vendor (payee) is for Client's information and Bank has no duty to comply with Client's payee's election to receive payments by ACH or commercial card, but Client may choose to change the payment type for the payee by specifying the applicable payment type in Client's IP data file.
 - c. IP Vendor Services. Client or Client's payees may elect to obtain additional services directly from Bank's IP vendor, including, but not limited to, data download capabilities. Bank does not provide these additional services and such services are subject to the agreement solely between the vendor and Client, and vendor is not acting on behalf of Bank in providing such additional services to Client. Bank has no obligations or liabilities with respect to such additional services and is not responsible for any obligations or liabilities that may arise in the course of the vendor providing such additional services directly to Client or Client's payees.
8. Document Printing. The document printing services provided hereunder will be limited to the printing of invoices and other documents approved by Bank (collectively, "Documents"). Client will submit separate data files for processing the Documents as agreed upon during implementation of the Document printing services.
9. IP Reconciliation File Service Option. Client can select this option to receive a single monthly or daily file of the IP check, ACH and commercial card (but not wire) payments that have been settled against Client's account(s).

Integrated Receivables Service

1. Description of Integrated Receivables Service. The Integrated Receivables ("IR") service is an online browser, information reporting and archive service that allows Client to receive a custom extract file of Client's receipt information in a consolidated format. Details regarding IR functionality and formatting and other technical requirements that Client must follow when using the IR service are provided in the IR reference materials. The IR service allows for the extraction and reporting of receipt information from certain of Bank's source payment channels and treasury management services as designated by Client during implementation of the service. Client acknowledges and agrees that the data provided within the IR service consists of information initially received through the applicable source payment channel or treasury management service, and such data may not reflect the final information that is posted to such source payment channel or treasury management service (for example, if a transaction initially received from a channel or service is later adjusted or rejected). Therefore, data within the IR service may not reflect final posted transaction information from the applicable source payment channel or treasury management service, and Client must refer to the source payment channel or treasury management service for any final and correct transaction information.

2. Access and Administration. Client will access the IR service through one of Bank's online services. Client must designate a Primary Administrator for the IR service on a Primary Administrator Designation agreement or other similar document accepted by Bank.
3. IR Functionality. The IR service offers the following functionality:
 - a. Images and/or Data Archive. Entitled users have access to receivables images and/or data based on the archive storage option Client selects from options provided by Bank. Image and/or data archive information is delivered to the IR solution throughout the day once transactions are completed in the source channel (i.e., ACH, Wire, Lockbox). Bank will have no obligation to retain images or data beyond the retention period selected by Client.
 - b. Dashboard. The dashboard page of the service functions as an information repository and permits entitled users to view images and/or data of payments by workgroup ID or payment source, and view batch and demand deposit account summary and detail. A workgroup ID is a number assigned to facilitate a logical grouping of Client's receipt transactions as defined by routing and demand deposit account by channel(s) as designated by Client during implementation of the service. The dashboard includes a graphical representation of transactional detail which shows daily total processing volume by channel.
 - c. Archive Search. The IR service is configurable and can receive processed items from certain other Truist treasury management receivables services used by Client. Items are automatically archived and made available for searching, viewing, reporting and printing or download. Archived images and/or data are available based on the archive retention period Client selects from options provided by Bank. Images and/or data will be purged following the end of the specified retention period at the end of each business day.
4. Reporting. The IR service provides entitled users with access to pre-formatted reports available for online view, download or print. Images and/or data available for reporting are based on the archive retention period selected by Client. The following reports are available:
 - a. Extract Audit Report. This report includes all data extracts created manually by a user or data extracts created by the file extract scheduler. The file extract scheduler automatically generates file extracts based on a schedule specified by Client.
 - b. User Access Reports. These reports include administration group and user reports, which show user activity, user access and user role assignments.
5. Extract File. The IR service allows Client to manually extract file output from the search feature or receive a system generated consolidated extract file in a format customized to Client's specifications. Extract file(s) consist of consolidated receipt information, which includes applicable images and/or data. System generated file(s) are available based on the schedule and frequency as defined during implementation. System generated extract file delivery options include direct transmission or downloading within the IR service.
6. Termination. Once the IR service is terminated, Client will no longer be able to access IR through the online service. Once the service is terminated, Client acknowledges that there will be no access or availability of stored images and/or data within IR. Therefore, it is advised that prior to termination of IR, users should download or otherwise confirm accessibility to previously generated consolidated extract files for any future reference or historical research needs.
7. Data Handling. The IR service will attempt to read and store payment and related document images and/or data it receives from the source system(s). Should the information received be unreadable because it is either in a format that cannot be interpreted or data is not formatted to the applicable industry file standards, these data points may be unsearchable and unavailable for inclusion in Client's consolidated extract file.
8. Credit Card Exclusions. For Clients that process credit card transactions within a Lockbox service or Online Bill Presentment and Payment service, Bank will make a reasonable attempt to identify these items and exclude them from loading into the IR service. Transaction information for these items will be made available within the source system. Bank will also use reasonable efforts to mask card information that may be included in an electronic bill payment received and reported via the IR service. However, Client acknowledges and agrees that certain card information may be reported through the IR service, and that such card information may not be masked or redacted. Client agrees that it is solely responsible for any obligations relating to exposure or access of such card information through Client's use of the IR service, and that Bank shall not be liable for any losses relating to such exposure or access.

Medical Lockbox Service

1. Description of Medical Lockbox Service. The Medical Lockbox service facilitates healthcare revenue cycle management by presenting information that allows Client to manage healthcare transaction data. These terms and conditions apply to services known as or previously known as Medical Data Lockbox and eClaim Revenue Gateway, and the term “Medical Lockbox service” within these terms and conditions generally includes both Medical Data Lockbox and eClaim Revenue Gateway. The Medical Lockbox service allows Client to reconcile healthcare claims data with paper and electronic remittance advices and other payment data received from third- party payers and patients. Claims, remittance advices, payment data, and correspondence are all processed through the service. The HIPAA compliant portal is available as part of the service for searching, viewing, archiving, and reporting. Further details regarding functionality of the Medical Lockbox service and information regarding certain formatting, security, and other technical requirements are provided in the Medical Lockbox reference materials. The Medical Lockbox service may not be used outside of the United States, U.S. territories, U.S. military bases or U.S. Embassies and files may not be transmitted to/from outside the United States unless transmitted from a U.S. territory, military base or embassy.
2. Lockbox Payment Data Processing. Utilization of Bank’s Medical Lockbox service requires that Client also subscribe to a lockbox service provided by Bank. Bank will process each paper Explanation of Benefit (EOB), invoice remittance document or “coupon”, check, draft, money order and other miscellaneous correspondence that is received in Client’s lockbox according to Client’s lockbox instructions. The lockbox payment data will be sent each banking day by image transmission to the Medical Lockbox repository to optically lift the detailed data from all remittance advices for matching to the open claims file received from Client in order to convert the paper payment and remittance detail into an electronic posting file.
3. Paper Conversion, Claims Matching and Posting. To allow for electronic conversion and matching on previously submitted claims to the payment data received in or submitted through the Medical Lockbox service, Client must submit a file containing electronic copies of Client’s healthcare claims data (relating to claims generated through Client’s practice management system or hospital information system which Client has separately submitted to payers for payment) to the Medical Lockbox service. Client must submit Client’s electronic claims and or other file(s) to Bank in ANSI 837 format or other format that Bank approves. The claims and data will then be processed through the Medical Lockbox service, converting paper payment and remittance detail to an ANSI 835 format, ready for posting into Client’s practice management system.
4. Electronic Payment Data Processing. In addition to converting paper payments and remittance detail into post- ready electronic files, the Medical Lockbox service has the ability to receive and process existing 835 files along with ACH payment detail for re-association.
5. Correspondence. Medical Lockbox can also receive and lift certain critical data elements from Client’s correspondence (denial letters, need for more information, etc.) These images and data can be searched and viewed within the Medical Lockbox portal.
6. Medical Data Lite. In addition to the full solution, which includes processing of ANSI 837 files and producing ANSI 835 files, Bank also offers a “Medical Data Lite” solution for clients that require certain data elements lifted from Client’s paper lockbox remittance detail but do not have the ability to produce and retrieve said files. Medical Data Lite is not available for all Clients.
7. Reporting Options. The Medical Lockbox service offers various reporting and analytic options through the Medical Lockbox portal, as described in the Medical Lockbox reference materials.
8. Transmission, Primary Administrator, and Authorization Codes.
 - a. Transmission. To send or receive certain electronic healthcare images and/or data to or from the Medical Lockbox service through Client’s practice management system or hospital information system, Client must (i) establish a secure, direct file transmission with Bank, and/or (ii) send or receive images and/or data through the Medical Lockbox portal.
 - b. Primary Administrator. Client must designate an individual as Client’s Medical Lockbox Primary Administrator. This Primary Administrator can then create additional users and users with administrative entitlements (administrators).
 - c. Authorization Codes. To log onto the Medical Lockbox portal, each of Client’s users is required to enter that user’s authorization codes. The user’s initial authorization codes to access the Medical Lockbox portal will be supplied as described in the Medical Lockbox reference materials.
9. Use of Third-Party Suppliers and Clearinghouse Status. As part of the service, Bank’s vendor or agent for the service or its agent may (a) process or facilitate the processing of health information received from another entity in a nonstandard format or containing nonstandard data content into standard data elements or a standard transaction or (b) receive a standard transaction from another entity and process or facilitate the processing of health information into nonstandard format or

nonstandard data content for the receiving entity. These actions may result in Bank's vendor or agent being classified as a healthcare clearinghouse for purposes of 45 C.F.R. § 160.103. However, Client acknowledges and agrees that neither such actions of Bank's vendor or agent nor any provision of these Medical Lockbox terms and conditions shall cause Bank to be considered as a healthcare clearinghouse within the meaning of 45 C.F.R. § 160.103.

10. **Additional Terms.** In addition to any other disclaimers or limits on Bank's liability in the Agreement, Client acknowledges and agrees that Bank has no responsibility for (a) Client's use of payment data or other information Client chooses to upload and/or access through the Medical Lockbox service to perform any management, tracking and/or reconciliation of claims functions, (b) the accuracy, integrity, legality, reliability, or appropriateness of any data submitted to Bank by Client, a third-party payer, or a third-party lockbox provider that is uploaded to the Medical Lockbox service, or (c) the failure of any third-party lockbox provider to send Client's lockbox image file to the Medical Lockbox service according to the instructions and by the deadlines set forth in the reference materials. Client also agrees that Client must comply with all requirements of the Health Insurance Portability and Accountability Act as amended from time to time and all related rules and regulations applicable to Client while using the Medical Lockbox service.
11. **Authority for Other Entities.** If Client requests that accounts or information of other entities be included in Client's setup of Medical Lockbox service, then Client represents and warrants to Bank that the other entity has given Client authority to add that entity's account or information to Client's setup of the Medical Lockbox service, including without limitation authority to submit or receive healthcare data and claims information of that entity to or from the Medical Lockbox service and to access any information and accounts of that entity through use of the Medical Lockbox service to the same extent as if Client owned that information and/or accounts.
12. **Termination.** Upon termination of the Medical Lockbox service, Bank can provide information on options to access historical images and data from the service to Client upon request. Additional fees may apply.

Multi-Bank Reporting Service

1. **Description of Multi-Bank Reporting Service.** The Multi-Bank Reporting service provides Client with a consolidated view of Client's account balance and transaction data from multiple bank.
 - a. **Inbound Multi-Bank Reporting.** Bank receives Client's account information (balances and transactions) from one or more other financial institutions or third party vendors and loads the data into Truist Commercial Online, Truist Treasury Manager or Online Courier service.
 - b. **Outbound Multi-Bank Reporting.** Bank sends Client's Truist account information (balances and transactions) to one or more other financial institutions or third party vendors. By electing Outbound Multi-Bank Reporting, Client consents to such transmission of Client's Truist account information to the designated third parties.

Client may select to use Inbound Multi-Bank Reporting, Outbound Multi-Bank Reporting, or both.
2. **Liability.** Bank makes no representations with respect to and assumes no liability for the ability or willingness of other financial institutions or third parties to participate in the service, or for the correctness, accuracy, completeness, integrity or timeliness of any information or data whether (a) received by Bank from Client, a third party financial institution, vendor, or other source of data or (b) transmitted, reported, communicated, or broadcast by any such party.

Online Bill Consolidator Service

1. **Description of Online Bill Consolidator Service.** The Online Bill Consolidator ("OBC") service enables Client to receive remittance information regarding payments sent to Client through the online bill payment service of any third-party online payment processor (each, an "online payment processor") who participates in the OBC service. Client may use the OBC service with respect to the accounts and the online payment processors identified in Bank's records that are included in Bank's implementation of the OBC service. Details regarding the functionality of the service and requirements that Client must follow when using it are provided in the OBC reference materials.
2. **Enrolling as a Biller.**
 - a. Client authorizes Bank to establish a "biller profile" using information Client provides Bank during implementation of this service. Client must ensure that all information Client gives Bank or that Client provides directly to a processor to enroll in the service is complete and accurate.

- b. Client represents and warrants to Bank that Client does not owe any outstanding amounts to an online payment processor and that Client is not currently using (and, as long as Bank is providing the OBC service to Client, will not use) the services of any other financial institution to enroll in or otherwise obtain access to the online bill payment service of an online payment processor.
- c. Client agrees to complete, sign and give Bank or the applicable online payment processor all forms that are necessary to receive payments and remittance information for payments processed through an online payment processor's online bill payment service, including an ACH debit authorization form.

3. Remittance Files; Settlement; Reconciliation; Posting.

- a. Once Client has been enrolled as a biller in an online payment processor's online bill payment service, that online payment processor will send Bank remittance information regarding payments sent to Client through that online payment processor's online bill payment service. After Bank receives that remittance information from an online payment processor, Bank will reformat it in accordance with the file formatting requirements Bank has agreed to with Client and create a file of such reformatted remittance information (each, a "remittance file"). Unless an earlier deadline for an online payment processor's online bill payment service is provided in the OBC reference materials or any guides, rules or other documentation (collectively, the "online payment processor's documentation") that governs participation in such online payment processor's online bill payment service, Bank will send each remittance file to Client no later than the first banking day after the day Bank receives the relevant remittance information from an online payment processor. Client may designate whether Bank sends remittance files to Client as a separate transmission or appended to another product's file.
- b. Each online payment processor will be responsible for settling all payments sent to Client in each remittance file. The applicable online payment processor will do so by sending one or more ACH credit entries to the account Bank includes in Bank's implementation of OBC that has been identified as the settlement account for that online payment processor. All payments credited to a settlement account, or otherwise owed to Client, for payments sent to Client through an online payment processor's online bill payment service are subject to any rights that online payment processor may have to unwind transactions and exercise setoff under that online payment processor's documentation.
- c. Client is responsible for reconciling the remittance information in each remittance file to the ACH credits Client receives from each online payment processor. If Client is unable to reconcile the two, Client must notify Bank of the inconsistencies by the end of the banking day on the day Client receives the ACH credit. If Client has notified Bank in the time required, Bank will use good faith efforts to attempt to resolve any such inconsistencies with the applicable online payment processor.
- d. Client is responsible for posting each payment reflected in a remittance file to the correct customer account in Client's receivables system. Unless an earlier time for posting for an online payment processor's online bill payment service is provided in the OBC reference materials or that online payment processor's documentation, Client must electronically post each payment reflected in a remittance file to Client's receivables system so that such payment is posted to the correct customer account before Client's posting cut-off time on the calendar day immediately following the date Bank received the applicable remittance information from an online payment processor, as reflected by the date in the file header information (the "file header date"). If the immediately following calendar day is a holiday or weekend day, Client must post the payment on the next business day, and Client must also backdate the time the payment is shown to have been posted in Client's receivables system so that it reflects it was posted before Client's payment posting cut-off time on the calendar day immediately following the file header date.

4. Returns; Refusals; Reversals.

- a. If Client is unable to determine from a remittance file the correct customer account to which a payment should be posted, then (unless a shorter period for an online payment processor's online bill payment service is provided in the OBC reference materials or that online payment processor's documentation) Client must complete Client's research of the payment and post it to the correct customer account within two banking days from the file header date of that remittance file. Client may not post the payment to a general ledger suspense account or otherwise hold the payment beyond that period while Client continues to research the payment. If Client has been unable to determine the correct customer account and post the payment within that period, then (unless a shorter period for an online payment processor's online bill payment service is provided in the OBC reference materials or that online payment processor's documentation) Client must request that Bank returns the payment and Bank must receive that request no later than 5:00 p.m. ET (the "returns deadline") on the second banking day after the file header date of that remittance file and, if required by the applicable online payment processor, Client must notify the applicable online payment processor directly by the time specified in such online payment processor's documentation. If a remittance file contains incorrect information, but Client is able to post the payment, then (unless a shorter period for an online payment processor's

online bill payment service is provided in the OBC reference materials or that online payment processor's documentation) Client must give Bank a notice that describes what was incorrect in the remittance information no later than the returns deadline on the day that is two banking days after the file header date of that remittance file and, if required by the applicable online payment processor, Client must notify the applicable online payment processor directly by the time specified in such online payment processor's documentation.

- b. Client may not refuse to accept a payment that one of Client's customers sends Client through an online payment processor's online bill payment service unless (i) the customer account data for that payment is incorrect or incomplete or (ii) Client has elected not to accept any payments from that customer. If Client is not willing to accept any payments from a customer, then (unless a shorter period for an online payment processor's online bill payment service is provided in the OBC reference materials or that online payment processor's documentation) Client must request that Bank returns the payment no later than the returns deadline on the day that is two banking days after the file header date of the remittance file containing that payment information.
 - c. Some online payment processors offer "guaranteed payments". If an online payment processor does not offer guaranteed payments, originators can initiate reversals of payments previously made to Client through that online payment processor's online bill payment service. The online payment processor will then send an ACH debit entry to Client's settlement account for such reversals. Bank will not have any responsibility for any reversals processed through an online payment processor's online bill payment service or debits by an online payment processor to one of Client's accounts to reverse a payment.
5. Limitation of Liability; Disclaimer; Indemnity. In addition to any other limits on Bank's liability under the agreement and to the extent permitted by applicable law, Client agrees that Bank will not have any liability for any acts or omissions of an online payment processor (including, without limitation, (a) any error or delay in processing any payments or remittance information, including any error or delay in initiating any funds transfers to Client, (b) any breach of confidentiality of any information, including any of Client's or Client's customers' payment, account or personal information, (c) the inaccuracy of any remittance information, or (d) any reversals or other debits initiated against Client's account). In addition to any other indemnity obligation Client has under the agreement and to the extent permitted by applicable law, Client agrees to indemnify and hold Bank harmless from and against any claims, liabilities, losses, damages, costs and expenses (including, without limitations, attorneys' fees) arising from or related to (i) any amounts or other obligations Bank owes an online payment processor that are related in any way to Client's use of that online payment processor's online bill payment service, (ii) faulty or erroneous information or instructions Client gives Bank or an online payment processor, (iii) any of Client's errors or delays in posting a payment to Client's accounts receivable system, (iv) any breach of any of Client's other obligations under these OBC terms and conditions, or (v) any of Client's acts or omissions which result in a breach by Client or Bank of the terms of any online payment processor's documentation.
6. Online Payment Processor Documentation. Client's use of the OBC service is subject to the terms of each online payment processor's documentation. Client agrees to take all actions Bank or such processor deem necessary for both Client and Bank to be in compliance with each online payment processor's documentation. Client agrees that Bank is not obligated to take any action under these OBC terms and conditions that would cause Bank to breach the provisions of any online payment processor's documentation. Client agrees that none of Bank's obligations under any online payment processor's documentation create obligations for Bank under these OBC terms and conditions unless expressly set forth as Bank's obligations in these OBC terms and conditions.

Online Bill Presentment and Payment Service

1. Description of Online Bill Presentment and Payment Service. The Online Bill Presentment and Payment ("OBPP") service enables Client to electronically collect bill payments from Client's customers (each, a "payer") by initiating ACH debit entries against a payer's deposit account or by initiating charges against a payer's credit or debit card. These ACH debit entries and credit or debit card charges (which are generically referred to in these OBPP terms and conditions as "payments") are initiated in response to payment authorizations payers submit through the internet or give Client's authorized users over the telephone. Details regarding OBPP's functionality and requirements that Client must follow when using the OBPP service are provided in the OBPP reference materials.
2. Functioning of the OBPP Service. Each payment authorization that Client or a payer submits through the OBPP service will initiate a payment in accordance with these OBPP terms and conditions. Client will be the "originator" and Bank will act as the originating depository financial institution or "ODFI" for each ACH debit entry initiated. Similarly, Client will be the "merchant" for each credit or debit card charge initiated through the OBPP service. However, Bank does not act as the merchant bank processor or "acquirer" with respect to those credit or debit card charges. Instead, the OBPP service merely

routes information for those credit or debit card charges to Client's third-party merchant bank processor, which will act as the acquirer for those credit or debit card charges. In order to initiate credit or debit card charges through the OBPP service Client must have entered into a merchant services agreement with a third-party merchant bank processor acceptable to Bank.

3. Origination and Processing of Payments.

- a. Payment authorizations may be submitted through the OBPP service by (i) a payer through an internet website (the "biller website") or (ii) an authorized user of Client through the biller website based on a verbal authorization a payer gives such user over the telephone. The biller website is provided by Bank as part of the OBPP service and is the website through which payments are made. Client must provide and maintain a secure link to the biller website on Client's general website and is responsible for ensuring that this link takes a payer to the appropriate area within the biller website. Client is also responsible for providing data concerning each payer who uses this link. The link and the linking process, including the manner in which Client submits data about each payer to Bank, must also meet Bank's encryption and security requirements.
- b. Before a payer may submit a payment authorization through the OBPP service, that payer must be registered in the OBPP system. A payer may self-register directly through the biller website or may be registered as a payer through the biller website by an authorized user based on information the payer gives the user over the telephone. In addition, if the Single Sign-On option (defined below) is used, a payer who has registered on Client's general website will be automatically registered in the OBPP system. The registration process must include a commercially reasonable fraudulent transaction detection system, a commercially reasonable methodology to establish a secure internet session, and commercially reasonable procedures to verify the identity of the payer. At Client's option (as designated by Client during implementation of the service), payers may be allowed to give payment authorizations immediately following the registration process or may be prohibited from giving payment authorizations until Client has authorized them to do so.
- c. The biller website will be formatted in accordance with the specifications Client provides to Bank. Client grants Bank the right and a license to use (i) Client's name, trademarks, service marks, copyrights and logos and other textual information in connection with the biller website and (ii) Client's data in connection with the OBPP service, in each case as contemplated by these OBPP terms and conditions. Once a payer has accessed the biller website, that payer may authorize Client to initiate a payment against the payer's deposit account or credit or debit card on the day that the authorization is submitted, each a "current payment," or to initiate one or more payments on scheduled future dates, each a "scheduled payment." Before a payer may submit a payment authorization through the biller website, that payer must accept terms regarding use of the biller website that, among other things, authorize Client as "biller" to initiate one or more payments against that payer's deposit account or credit or debit card, as applicable, and permit Client and Bank to use the data provided by the payer to process those payments, including consent for that data to be sent outside of the United States. Given the types of potential payments, such terms of use must also comply with (i) the Nacha Operating Rules and Guidelines ("ACH Rules") as they are in effect at the relevant time and (ii) the operating regulations and other requirements of the entity or association that issues or sponsors the applicable credit or debit card as they are in effect at the relevant time, or the "card rules". Bank may provide Client sample terms of use to assist Client in drafting terms regarding use of the biller website but, subject to the foregoing requirements, the final content of such terms is Client's responsibility. Through the biller website, a payer may view scheduled payments set up in, and prior payments made through, the OBPP system and may, prior to the deadline for submitting payment authorizations set forth in the OBPP reference materials, also delete or modify scheduled payments set up in the OBPP system.
- d. An authorized user of Client may also use the biller website to initiate payments against a payer's deposit account or credit or debit card based on a verbal authorization that payer gives an authorized user over the telephone, but only if (1) the payer initiated the telephone call or (2) Client has an existing business relationship with the payer as more fully described in the OBPP reference materials. Client is solely responsible for establishing the validation procedures an authorized user must follow to verify the identity of a payer and the authenticity of verbal payment or other authorizations a payer gives an authorized user over the telephone before those payment or other authorizations are submitted through the biller website. An authorized user must provide the information specified in the OBPP reference materials to the payer and obtain the payer's unambiguous verbal authorization prior to initiating a payment through the biller website. After an authorized user has initiated a payment through the biller website, the OBPP system sends the payer an email confirming that verbal authorization. Such email will be sent to the email address established at the payer's registration and reflected in the OBPP system as part of the payer's profile. This confirmation notice must comply with the ACH rules or the card rules, as applicable.
- e. Each ACH debit entry initiated through the OBPP service must be originated using the applicable SEC (or Standard Entry Class) code, as described in the OBPP reference materials. The OBPP system will assign an SEC code based on information provided by the payer or an authorized user of Client when initiating the payment. ACH debits and credit or

debit card charges processed through the OBPP service will be processed and debited/charged to the payer's account according to the timelines set forth in the OBPP reference materials.

- f. The OBPP service will use commercially reasonable procedures to verify that the routing number associated with any ACH debit entry initiated using the OBPP service is valid.
4. Administrative Functions. Client may use the biller website to perform certain administrative functions in connection with Client's use of the OBPP service. These functions may include registering a payer, administering and approving a payer's registration, viewing the status of payments, deleting payments, modifying scheduled payments, receiving certain notices, generating and viewing certain transaction reports, establishing authorized users and the limits on each authorized user's authority, and downloading and uploading certain files of data. Any modification or deletion of a payment must be completed prior to the deadline for submitting payment authorizations set forth in the OBPP reference materials. Reports are available to be viewed through the biller website for the number of days set forth in the OBPP reference materials. All files uploaded or downloaded through the biller website will be transmitted to Bank or to Client as specified during implementation of the OBPP service.
5. Representations and Warranties. Client agrees that (a) for each ACH debit entry Client initiates through the OBPP service, Client must comply with all obligations of an originator of , and Client makes all representations, warranties and agreements set forth in the ACH rules and the terms and conditions for the ACH Origination service related to, any ACH entries and (b) for each credit or debit card charge Client initiates through the OBPP service, Client must comply with all obligations of a merchant with respect to, and Client makes all representations, warranties and agreements set forth in the card rules related to, the credit or debit card charge. Client further represents that any payment or other authorization Client or a payer submits through the OBPP system has been authorized by the relevant payer. Client also represents and warrants to Bank that Bank's use of Client's (i) name, trademarks, service marks, copyrights and logos and other textual information in connection with the biller website and (ii) data in connection with the OBPP service, as contemplated by these OBPP terms and conditions, does not infringe or otherwise violate any intellectual property or other proprietary rights of any third party.
6. Designation of Primary Administrators. Client must designate a Primary Administrator for the OBPP service. The Primary Administrator will be set up with full user permissions with respect to the biller website, including the right to administer the rights and permissions of all other users, and to create additional administrators.
7. Security Procedures. The security procedures for the OBPP service are described below. Client agrees that use of the service constitutes acceptance of the below security procedures.
 - a. Client's use of the biller website. Valid access credentials are required to log on to the biller website.
 - b. Payers' use of the biller website. Except as otherwise described below for the Single Sign-On option, to access and use the biller website, a payer must log on to the biller website using that payer's valid access credentials. If a payer self-registers in the OBPP system through the biller website, the payer will select the payer's own user ID and password. If an authorized user registers a payer through the biller website, Client will designate the payer's user ID and a temporary password.
 - c. Control totals. Immediately prior to transmitting the Nacha formatted file to Bank, the OBPP system will communicate the total dollar amount of the file (referred to as the "control total") to Bank through the biller website. Bank does not require that Client separately submit control totals in order to process files of ACH debit entries initiated through the OBPP service.
8. ACH Origination Service. The ACH Origination service terms and conditions are incorporated by reference herein, and all applicable provisions of such terms and conditions apply to ACH entries originated through the OBPP service. Terms that are defined in the ACH Origination terms and conditions have the same meanings when used in these OBPP terms and conditions. If there is any inconsistency on a particular issue between these OBPP terms and conditions and the ACH Origination terms and conditions, these OBPP terms and conditions will control.
9. Single Sign-On Option. Single Sign-On is an optional feature of the OBPP service that allows payers to access the biller site through Client's general website's authentication process without entering an additional user ID and password. Client's election to use the Single Sign-On feature will be designated during implementation. In order to use Single Sign-On, the authentication procedures and methodology used to establish a secure internet session employed by Client's general website must be commercially reasonable and must meet certain requirements set forth in the OBPP reference materials. Client must maintain records of the authentication of each payer who logs in to Client's general website and accesses OBPP through Single Sign-On for a minimum of five (5) years from the date of login. Such records must evidence the authentication and identification of the payer and must include, at a minimum, the payer's user name, system name, session ID, date/time stamp, and payer's IP address. Client must provide copies of such records to Bank, in a format that is satisfactory to Bank, within five (5) business days of Bank's request. Additionally, Client will be required to obtain, install and

manage, at Client's own expense, a valid X.509 certificate issued by a Certificate Authority as further described in the OBPP reference materials. Client must comply with all requirements and complete all required testing and all implementation and software development tasks as further described in the OBPP reference materials. If Bank determines, in Bank's sole discretion, that Client does not meet any of the requirements or are not otherwise eligible for Single Sign-On, Client will not be permitted to use this feature of the OBPP service. Under the Single Sign-On option, payer registration and authentication, including selection and reset of user IDs and passwords, will be Client's responsibility and will take place within Client's general website. If Client uses Single Sign-On, Client is responsible for the actions of any person who accesses the biller site and/or the OBPP system through Client's general website, including any unauthorized payments initiated by such person. In addition to any other indemnity obligation Client has under the agreement and to the extent permitted by applicable law, Client agrees to indemnify and hold Bank harmless from and against any claims, liabilities, losses, damages, costs and expenses (including, without limitation, attorneys' fees) arising from or related to any person's access to the biller site and/or the OBPP system through Client's general website, including but not limited to any losses resulting from the breach or failure of the security features of Client's general website or Client's failure to comply with any requirements for Single Sign-On contained in the agreement, including requirements set forth in the OBPP reference materials.

Online Courier Service

1. Description of Online Courier Service. The Online Courier ("OLC") service is an online information reporting service that provides various statements, alerts, and reports to Client via selected delivery channels, as designated during implementation. OLC may also be used to upload Positive Pay service files. Details regarding OLC's functionality and formatting and other technical requirements that Client must follow when using the OLC service are provided in the OLC reference materials.
2. Designation of Primary Administrator. In order to use OLC, Client must designate an OLC Primary Administrator by executing a Primary Administrator Designation Agreement.
3. Security Procedures. OLC users must use authorization codes to access the service. Authorization codes will be provided by an administrator.

Payables and Invoice Management Service

1. Description of Payables and Invoice Management Service. The Payables and Invoice Management ("PIM") service synchronizes with Client's accounting software to automate invoice processing and payment execution. Payments can be made via checks, Automated Clearing House ("ACH") entries, or commercial card. Details regarding the functionality of the PIM service and certain formatting and other technical requirements that Client must follow when using the PIM service are provided in the PIM reference materials. Client must designate a Primary Administrator for PIM within a Primary Administrator Designation agreement (or other similar agreement accepted by Bank).
2. Invoice Processing. Invoices are uploaded to the PIM application via the following methods a) invoices keyed into Client's accounting software will be loaded to PIM; b) Client can key invoice data into PIM; c) invoices can be uploaded to PIM; or d) invoices can be emailed to a designated mailbox. If Client selects the automated invoice capture option, invoice header or invoice header and line level invoice detail is captured electronically using optical character recognition (OCR). Client is responsible for reviewing invoice data for accuracy and making any required updates. Invoice images and/or data are routed to Client's designated users for approval.
3. Payment Processing and Initiation. Once an invoice has been approved, Client will be prompted to authorize and approve payments for processing based on the invoice. One approved by Client, data for payment entries ("Payment Data file") is delivered to Bank via the PIM service for processing, and Bank then initiates payments via check, ACH entry, or commercial card payment, to designated payees in accordance with Client's instructions contained in the Payment Data file. Client must submit Payment Data files to Bank by the applicable cut-off deadline; otherwise, the Payment Data file may not be processed or there may be a delay in processing. Any payments made through PIM are subject to the applicable terms and condition of the payment type. Approved invoice and payment data is synched back to Client's accounting software.

Client is responsible for payment entries included in the Payment Data file that are authorized and approved for processing according to the terms herein, even if a payment entry is a duplicate of another payment entry or otherwise is submitted in error. Bank is under no obligation to determine if a Payment Data file or any payment entry is a duplicate of a previously submitted Payment Data file or payment entry.

4. Processing of Payments.

- a. For each payment entry submitted for processing, Bank will, according to Client's instructions, print and disburse a check in U.S. dollars, create and transmit an ACH credit entry, or initiate a commercial card payment. Each payment entry will be drawn on or settle to the applicable designated account. Client's use of each payment type within the PIM service is subject to Bank's approval and completion of any additional documentation or agreements relating to the payment type that may be required by Bank.
- b. For each payment entry to be paid by check, the check will be printed in accordance with the format specifications established between Client and Bank. Bank will disburse checks by first-class U.S. mail, with associated costs passed through to Client. Bank shall have no responsibility for any checks once delivered to the United States Postal Service.
- c. For each payment entry to be paid via ACH credit entry, Client will be the originator of the ACH entry Bank creates from Client's Payment Data file. The ACH Origination service terms and conditions are incorporated by reference herein, and all applicable provisions of such terms and conditions apply to ACH entries originated through the PIM service. Terms that are defined in the ACH Origination terms and conditions have the same meanings when used in these PIM terms and conditions.
- d. In order to include commercial card payables files in the Payment Data file, Bank must have agreed to provide Client a commercial card account and Bank's associated card program management solution. Client must execute a Commercial Card Agreement with Bank and any additional documentation Bank may require relating to the card program management solution (together, the "Commercial Card Agreements"). The Commercial Card Agreements are incorporated by reference herein, and all applicable provisions of the Commercial Card Agreements apply to commercial card payments transmitted through the PIM service.
- e. Remittance data included with Client's Payment Data file may be printed with the corresponding checks, made available at Bank's designated website for a registered payee, emailed to a registered payee or sent by separate mailing for ACH entries to the payee at the address provided by Client.

5. Cancellation Instructions. Bank has no obligation to comply with any request to cancel the processing of any of Payment Data file or payment entry, to amend any Payment Data file, to pull from disbursement a printed check, or cancel any ACH or commercial card payment created in accordance with Client's Payment Data file. As an accommodation to Client, however, Bank will use good faith efforts to comply with Client's request to cancel the processing of a Payment Data file or payment entry, or pull a printed check from disbursement, if Client's request complies with any applicable cancellation requirements and Bank receives the request at a time and in a manner providing Bank with a reasonable opportunity to act on the request. Bank is not liable if Bank is unable to honor Client's request to cancel the processing of any Payment Data file or payment entry. Client agrees to reimburse Bank for any expenses Bank may incur in attempting to honor any such requests. Note that for commercial card payments, any changes to payments (including cancellation) that have been submitted through the PIM service must be made by logging on to the card program management solution.

6. Security Procedures. Client agrees that use of the PIM service constitutes acceptance of the below security procedures.

- a. Access Credentials. Valid access credentials are required to log in to the PIM service and to approve invoices or payment entries within the service.
- b. Dual Approval. Approval of any payment entry for processing within the PIM service requires dual approval, which means that one authorized user with sufficient entitlements must approve the invoice upon which the payment entry is based, and a different authorized user with sufficient entitlements must approve the payment entry, in order for the payment entry to be released and processed. At Client's option, Client may require additional approvals (three or more users) for such transactions; additional approval requirements will be selected by an administrator.
- c. Two-Factor Payment Verification. In order to approve a payment entry, an entitled user must enter a one- time security code in order for the payment entry to be released and processed.
- d. Payee Access. Payee registration and valid access credentials are required for access to Bank's online remittance reporting feature or vendor enrollment feature. Client is responsible for providing registration instructions and initial access credentials to payees.

7. Creation of Issue File for Positive Pay, Account Reconciliation Plan, or Controlled Payment Reconciliation Services. Client may elect for the printed check information included in Payment Data file to be used by Bank to create a Positive Pay, Account Reconciliation Plan, or Controlled Payment Reconciliation service issue file on Client's behalf, to be used in connection with one of those services used by Client. By making this election, Client authorizes Bank to create an issue file on Client's behalf on each day on which checks are printed against any Truist account that is included in Client's setup for Positive Pay,



Account Reconciliation Plan or Controlled Payment Reconciliation service. Client's use of the Positive Pay, Account Reconciliation Plan or Controlled Payment Reconciliation service is governed by the terms and conditions for each service.

8. Payee Access. Payees have access to several optional features of the PIM service through a designated website.
- Online Remittance Reporting Feature. Before a payee can access Bank's online remittance reporting feature, that payee must register in the designated website and agree to terms and conditions for use of the website. Through the website, registered payees may utilize the online remittance reporting feature to view and download documents and information in connection with payments, including remittance data and statements.
 - Vendor Enrollment. Under the vendor enrollment feature, Bank collaborates with Client on outreach to Client's vendors to obtain vendors' election to receive electronic payments (ACH or commercial card) instead of checks. This election of the vendor (payee) is for Client's information and Bank has no duty to comply with Client's payee's election to receive payments by ACH or commercial card, but Client may choose to change the payment type of the payee by specifying the applicable payment type in Client's Payment Data file.
 - PIM Vendor Services. Client or Client's payees may elect to obtain additional services directly from Bank's PIM service vendor, including, but not limited to, data download capabilities. Bank does not provide these additional services and such services are subject to the agreement solely between the vendor and Client, and vendor is not acting on behalf of Bank in providing such additional services to Client. Bank has no obligations or liabilities with respect to such additional services and is not responsible for any obligations or liabilities that may arise in the course of the vendor providing such additional services directly to Client or Client's payees.

Positive Pay, Payee Positive Pay, Check Block and Reverse Positive Pay

- Description of Positive Pay, Payee Positive Pay, Check Block and Reverse Positive Pay Service. Positive Pay, Payee Positive Pay, Check Block, and Reverse Positive Pay services allow Client to provide Bank instructions regarding payment or return of certain checks Client believes are fraudulent or not validly issued. Details regarding the functionality, formatting, and other technical requirements for these services are provided in the applicable reference materials.
- Service Options. Client may select either Positive Pay, Payee Positive Pay, Check Block or Reverse Positive Pay. Each account enrolled in the respective service option is referred to herein as an "enrolled account."
 - Positive Pay and Payee Positive Pay. Positive Pay and Payee Positive Pay services help Client detect unauthorized, counterfeit, altered or otherwise fraudulent checks on Client's enrolled account(s) by comparing issued check (and any voided check) information provided to Bank by Client against the checks that post to an enrolled account. Payee Positive Pay provides stronger protection against fraudulent checks by comparing payee names from Client's issued check file with the payee name on the check, in addition to the standard check number and account fields that are compared with the Positive Pay service. In order for the payee name verification process to function correctly, the payee name must be clearly displayed on client's printed checks, and the payee name provided in the issued check file should exactly match the name printed on the check. The following terms apply to both Positive Pay and Payee Positive Pay service options.
 - Presentment Processing. Positive Pay and Payee Positive Pay require Client to transmit an issue file to Bank on each day on which Client has issued any checks against an enrolled account. Bank must receive that issue file by the deadline set forth in the reference materials and the file must contain the information set forth in the reference materials with respect to each check listed in the file. Client may send Bank a separate issue file for each enrolled account, or may send an aggregate issue file for all of Client's enrolled accounts. Once Bank has received Client's issue file, then Bank will compare the checks identified in that issue file with the information in Bank's systems regarding the checks (1) that have been presented to Bank through normal check clearing channels for payment against the enrolled account and that Bank has posted to the enrolled account, and (2) for which Bank has provisionally settled. Client authorizes Bank to finally settle the charges against the enrolled account, for each check that Bank reasonably determines to match the information in Client's issue file. Bank will notify Client of each presented check that is not included in the issue file or that reflects information that does not reasonably match the information in the issue file ("mismatched checks"). Client must instruct Bank to pay or return each mismatched check by the payment decision deadline set forth in the reference materials; such instruction is a "decision."
 - Mismatched Checks. Client may elect one of two ways for Bank to handle mismatched checks if Client fails to provide a pay or return decision by the payment decision deadline for Positive Pay or Payee Positive Pay. Bank will process and pay all exceptions according to Client's default settings.

- 1) Return Default. Under the “return default” option, Client authorizes Bank to return each mismatched check as unpaid, unless Bank receives an instruction from Client to pay it before the payment decision deadline. Even if Client selects a return default option, Bank may post, finally settle and charge against the enrolled account a mismatched check the Client hasn’t decided on (A) as otherwise provided below, for mismatched checks presented over the counter in one of Bank’s branches and (B) mismatched checks that Bank believes in good faith result solely from encoding errors.
- 2) Pay Default. Under the “pay default” option, Client authorizes Bank to finally settle each mismatched check and charge it against the enrolled account unless Bank receives an instruction from Client to return it before the payment decision deadline.

Client may opt not to provide information in Client’s issue file for (i) one or more check attributes that Positive Pay and Payee Positive Pay are capable of matching or (ii) certain items in situations where Client deems it necessary to avoid mismatch situations, such as instances where Client believes an item has already been legitimately paid. Client acknowledges that not providing information to allow for matching of all available check attributes or not including information for all items increases the risk that a fraudulent check will not be detected as a mismatched check. If Client fails to provide information in Client’s issue file regarding all available check attributes that the service is capable of matching, or Client fails to provide an issue record for a check at all for any reason, then Bank will not be liable for paying any check that is fraudulent with respect to the attributes for which Client failed to provide the Bank information, or for paying an item for which the Client chose to provide no issue record, provided Bank otherwise satisfied its duty of care with respect to the other aspects of the Positive Pay or Payee Positive Pay service in processing that check.

- iii. Teller Access Service. As part of the Positive Pay or Payee Positive Pay service, Bank will also make Client’s issue files available to Bank’s branches to assist Bank’s tellers in cashing checks (“teller access”). If a check presented for payment against an enrolled account over the counter in one of Bank’s branches (1) is presented before Bank has received and processed an issue file for such check, (2) is a mismatched check, or (3) is otherwise identified by Bank as suspect, then Bank will not pay the check and will refer the presenter back to Client. If a check that matches the issue file information in check number and amount is presented to Bank for cashing over the teller line and the payee name, if provided by Client, does not match the name viewed on the check by the teller, then Bank may in its discretion decide to pay the check, or to not pay the check and refer the presenter back to Client.

- b. Check Block. If the Check Block option is selected, all incoming check entries to an enrolled account will be blocked.
- c. Reverse Positive Pay. Reverse Positive Pay helps Client detect unauthorized, counterfeit, altered or otherwise fraudulent checks on Client’s enrolled account(s), by providing Client with information on checks (i) that have been presented to Bank through normal check clearing channels for payment against the enrolled account, (ii) that Bank has posted to the enrolled account, and (iii) for which Bank has provisionally settled. Client must compare that information with Client’s own information for checks that have been issued from the enrolled account. If Client determines that a check included in the information Bank provides should be returned, then Client must notify Bank by the payment decision deadline set forth in the Reverse Positive Pay reference materials. If Bank does not receive a notice from Client to return a check by the payment decision deadline, then Client authorizes Bank to finally settle and charge that check against the enrolled account. Teller access is not available for Reverse Positive Pay and checks submitted through the teller line will not be available for pay or return decisions by Client. As a result, Client agrees that if Client selects Reverse Positive Pay, then Bank will not have any liability for paying or returning any check that is presented over the counter in one of Bank’s branches, whether or not such check bears a forged or unauthorized signature or is counterfeit, altered or otherwise fraudulent or is not validly issued, so long as Bank otherwise processes that check in accordance with Bank’s standard check cashing procedures. In addition, Client acknowledges that if Client selects Reverse Positive Pay, Bank may not provide Client information for all check attributes (such as the payee name) that the Positive Pay or Payee Positive Pay option is capable of matching.

3. Transmission of Information. Bank will transmit information regarding mismatched checks (for Positive Pay and Payee Positive Pay) and information regarding checks that have posted to an enrolled account (for Reverse Positive Pay) to Client by using one of Bank’s online services designated in the reference materials. Client must transmit the issue files (for Positive Pay and Payee Positive Pay) and/or Client’s pay or return decisions to Bank by using one of Bank’s online services as designated in the reference materials. Client’s issue files and pay or return decisions must be in a format acceptable to Bank. In the event the applicable online service is not available, then a mutually agreed-upon alternative delivery method and process will be used to provide the relevant information to Client and for Client to provide the issue files and/or pay or return decisions to Bank. Client will designate one or more operational contacts for Positive Pay, Payee Positive Pay or Reverse Positive Pay. Bank may, in its sole discretion, contact these operational contacts in the event Bank has questions about Client’s issue file, the relevant online service is not available, to set up an alternative delivery method, or for other

operational issues with the service options. These operational contacts are authorized to instruct Bank to pay or return any mismatched check (for Positive Pay or Payee Positive Pay) or any check that has posted to Client's account (for Reverse Positive Pay), in the event that Bank, in its sole discretion, contacts an operational contact regarding such check.

4. Limits on Bank's Liability. Client acknowledges that Bank will rely on information and instructions Client gives Bank in providing Positive Pay, Payee Positive Pay or Reverse Positive Pay service and that Bank is not required to inspect any attribute of a check (other than those included in the relevant issue file) that is processed through these service options. Bank will not have any liability for paying or returning any check in accordance with these terms and conditions, including any check that (i) bears a forged or unauthorized signature or is counterfeit or otherwise not validly issued or (ii) is altered or otherwise fraudulent with respect to an attribute that the Positive Pay, Payee Positive Pay or Reverse Positive Pay service is not designed to match. Client will be precluded from asserting any claims against Bank with respect to losses for any fraudulent check that was paid or returned in accordance with these terms and conditions. Client also acknowledges that Positive Pay, Payee Positive Pay and Reverse Positive Pay services are not a substitute for Bank's stop payment service, or a means to reject checks that were validly issued but for which there exists a dispute with respect to the underlying transaction, and Client agrees not to report an item as "void" if Client has released the item for payment.

Real-Time Payments Service

1. Description of Real-Time Payments Service. Real-Time Payments Service ("RTP") allows Client to send or receive messages through a Real-Time Transfer System ("RT System"). Client sends and receives messages through an online banking service provided by Bank, and the messages may or may not be associated with a particular payment, initiate a payment, or send requests for payments in accordance with these terms ("RT Terms").

Messages are sent or received by a natural person, business, government, nonprofit organization, or other entity ("Person") through a financial institution or third party service provider participating in the RT System ("Service Participant"). Client must be approved by Bank before using RTP to send requests for payment to Persons. Client agrees that any use of RTP, including but not limited to receiving or sending messages or payments, failure to return payments, or error resolution, will be in accordance with the Real-Time Payments Operating Rules ("Rules"), located at www.theclearinghouse.org. The Rules are hereby incorporated by reference into the RT Terms.

2. Important Disclosures regarding RTP.
 - a. Payments through RTP are irrevocable and cannot be reversed. Client is responsible for verifying the correct Receiver Addressing Information of Payment Messages as such terms are defined herein.
 - b. Bank will rely solely on the bank routing number and account number, in a received payment or message regardless of whether the name of the Person in the payment or message matches the name associated with the account number in the Bank's records.
 - c. Client should only use RTP to make payments to Persons known to the Client. If a Person contacts the Client outside of RTP and asks for payment, then Client should verify the identity, legitimacy and contact information of the requestor and the amount of the payment prior to submitting a RTP Transfer Request, as such term is defined below. Client may lose the full amount of Client's payment if Client:
 - i. sends payment to a Person whose identity is not accurately verified,
 - ii. provides improper payment routing information, or
 - iii. fails to verify the legitimacy of a payment.
 - d. Client acknowledges and agrees that Bank has no obligation to verify the accuracy or completeness of the information that Client provides in order to send a payment.
3. Security procedures. The security procedures for RTP are the security procedures applicable to external payments initiated within the Bank's online banking service including but not limited to authorization codes required to log in to the online banking service, dual approval requirements, and token authentication requirements. Client agrees that use of RTP constitutes acceptance of these security procedures.
4. Messages. Client initiates RTP messages by submitting a request ("RTP Transfer Request") through Bank's online banking service, or such other access channels as made available by Bank from time to time and in accordance with applicable terms for such access channels. The Person sending a message through RTP is a "Sender." When Client submits a RTP Transfer Request as a Sender, Client will be required to provide information about the Person to receive the message including but

not limited to a routing number to identify a Service Participant and as more particularly contained in the reference materials. The Person receiving the message is the "Receiver," and the Receiver's information is collectively the "Receiver Addressing Information." By submitting a RTP Transfer Request, Client represents and warrants that such RTP Transfer Request and any funds transfer associated with it complies with these RT Terms. Bank will submit Client's message to the RT System and the RT System will deliver Client's message to the Service Participant in accordance with these RT Terms and as identified through the Receiver Addressing Information provided by Client. The Service Participant will deliver the message to the account identified in the Receiver Addressing Information.

5. Transaction Limits. Transaction limits may be established and adjusted, as well as daily, weekly, or monthly limits on amounts sent and received through RTP for such period ("Transaction Limits"). Any attempted Payment Message that exceeds a respective Transaction Limit may fail. Bank will provide applicable limits upon client request. It is Client's responsibility to notify any Person of the Transaction Limits, if such Person has a need to know the limits.
6. Sending Funds. Client, as a Sender, may use a RTP Transfer Request to initiate a funds transfer to a Receiver ("Payment Message"). In addition to the Receiver Addressing Information, a Payment Message will require the amount of funds ("PM Amount") the Sender directs the Bank, as the "Sending Participant," to transfer to a Receiver. The Payment Message will be delivered to a Service Participant as identified through routing and account information in the Receiver Addressing Information (such Service Participant is a "Receiving Participant"). The Receiving Participant does not verify any Receiver Addressing Information in the Receiving Participant's records matches the account number in the Receiver Addressing information.

By submitting a Payment Message, Client irrevocably and unconditionally authorizes Bank to initiate a payment for the PM Amount using the Receiver Addressing Information, and immediately deduct the PM Amount plus any fees payable by Client to Bank in conjunction with the applicable Payment Message from Client's account. For Payment Messages, **EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, BANK'S SOLE OBLIGATION SHALL BE TO INITIATE A PAYMENT BY SENDING A PAYMENT MESSAGE THROUGH RTP IN THE PM AMOUNT INDICATED BY CLIENT USING THE RECEIVER ADDRESSING INFORMATION PROVIDED BY CLIENT. EXCEPT AS OTHERWISE REQUIRED BY STATE OR FEDERAL LAW, BANK SHALL HAVE NO LIABILITY TO CLIENT WITH RESPECT TO ANY LOSS THAT CLIENT EXPERIENCES DUE TO THE INACCURACY OR INCOMPLETENESS OF SUCH RECEIVER ADDRESSING INFORMATION, THE FAILURE OF SUCH INFORMATION TO BE ASSOCIATED WITH CLIENT'S INTENDED RECEIVER, OR CLIENT'S FAILURE TO CORRECTLY ENTER THE RECEIVER ADDRESSING INFORMATION OR THE PAYMENT MESSAGE AMOUNT.**

No buyer protection is provided with respect to RTP and Client cannot reverse or dispute a Payment Message on the basis that Client is dissatisfied with the goods or services provided in association with the Payment Message i) because goods are not delivered or services are not performed, whether at all or in a timely manner; or ii) because Client wishes to return purchased goods or cancel a pre-paid service.

7. Requesting Return of Funds. RTP permits Client to submit a RT Transfer Request for a Receiver to return funds from a previous Payment Message sent by Client ("Return Request"), but the Receiver is not obligated to return the funds. This includes circumstances in which the incorrect amount of funds was transferred because Client entered the incorrect PM Amount, or funds were sent to someone other than Client's intended Receiver because Client incorrectly entered the Receiver Addressing Information or the Receiver Addressing Information entered by Client was associated with someone other than Client's intended Receiver. If Client wishes to send a Return Request, Client must notify Bank at 800-774-8179. Bank's sole obligation is to transmit the Return Request through RTP to the Receiving Participant for such Payment Message. Bank makes no representation that funds will be returned in whole or in part, and Bank shall have no obligation to make any effort to recover such funds beyond the transmission of the Return Request. Client agrees Bank will not be liable for failure of Receiver to return funds or any deficiency in amounts returned to, or recovered by, Bank.

Any dispute between Client and a Receiver must be resolved directly between Client and the Receiver. **Bank has no responsibility for, and shall not be liable to Client in connection with, any dispute between Client and a Receiver.**

8. Availability of Funds. In accordance with the Rules and Failed Message section below, Funds transferred through RTP will be credited to the Receiver's account by the Receiving Provider immediately upon completion of the RTP Transfer Request and will be available for withdrawal by the Receiver immediately. Funds are immediately available 24 hours per day, 7 days per week, including weekends and state and federal holidays. RTP Transfer Requests are typically completed within 30 seconds of transmission of the RTP Transfer Request by the Sender, unless the Payment Message fails or is delayed as described below.
9. Receiving Payments. Client may receive a Payment Message through RTP as a Receiver if a Sender sends a Payment Message to Client. Client is not obligated to accept a payment that is sent to Client as a Receiver through RTP. If Client wishes to reject a payment sent to Client through RTP, Client must contact Bank at 800- 774- 8179.



A Sender may send Client, as Receiver, a Return Request through RTP. If Bank receives a return request, then Bank will contact Client.

10. Requests for Payment. Client may not issue RTP Transfer Requests to submit requests for payment unless Client has been approved by Bank to do so. If Client wishes to submit RTP Transfer Requests, as a Sender, requesting payments from Receivers ("Request Message"), please contact Bank at 800-774-8179.
11. Requesting Messages. If Client has been approved to submit Request Messages, the following Terms apply:
 - a. Client may only submit a Request Message to Persons who (i) are known to Client and (ii) reasonably expect to receive a request for payment from Client;
 - b. by submitting a Request Message, Client represents and warrants that the request is not for a Prohibited Payment (as defined below) and is not fraudulent, abusive, or unlawful;
 - c. Client acknowledges and agrees that Bank does not warrant that the Request Message Receiver will send payment in response to, or otherwise accept, Client's Request Message; and
 - d. any dispute between Client and the Receiver of a Request Message must be resolved directly between Client and the Receiver. **Bank has no responsibility for and shall not be liable to Client in connection with any dispute between Client and a Receiver regarding the Request Message and any related Payment Message.**
12. Failed or Delayed Payment Message. Any Payment Message may fail or be delayed if:
 - a. any Service Participant suspects or determines that the Payment Message does not comply with these RT Terms or Receiving Institution's terms for RTP;
 - b. the Receiver rejects the Payment Message or has declined to receive Payment Messages or Request Messages;
 - c. the RTP Transfer Request exceeds a Transaction Limit for a transaction or period;
 - d. the Sender's or Receiver's account at the respective Service Participant is closed, invalid, ineligible to receive Payment Messages or Request Messages, or is being monitored for suspected fraudulent or other illegal activity;
 - e. any Service Participant otherwise declines to process the Payment Message for risk-management, legal, or regulatory reasons; or
 - f. any component or RTP or Real-Time Transfer System is unavailable.

If Client is the Sender, Bank will notify Client if a Payment Message fails. Client is responsible for communicating to the Receiver that the Payment Message has failed.

13. Reporting. If a RTP Transfer Request requesting a payment from Client does not relate to a payment Client was expecting to make to the Sender, Client should notify Bank immediately at 800-774-8179.
14. Prohibited Payments. Client agrees that it shall not use RTP to send or receive any of the following types of payments (a "Prohibited Payment"):
 - a. payments that violate any local, state, or federal law or regulation;
 - b. payments to accounts domiciled outside the United States;
 - c. payments transmitted solely for the purpose of determining whether the Receiver Addressing Information is valid (a "Test Payment"), provided Client may conduct a Test Payment if Client has a bona fide need to do so in order to determine the validity of Receiver Addressing Information provided to Client by a Receiver that wishes to receive a payment from Client; or
 - d. any other payment that the Bank may deem as prohibited, to which the Bank will provide notice to the Client.

Client acknowledges that Client is permitted to use RTP solely for the purpose of sending or receiving messages (i) on Client's own behalf or (ii) on behalf of Persons that are residents of or domiciled in the United States. If Client sends or receives payments on behalf of another Person, then Client must comply with all applicable laws and regulations in conjunction with such payments, including all regulations of the Office of Foreign Assets Control. Client acknowledges that any payment that violates the foregoing restrictions is a Prohibited Payment.

15. Transaction Errors: Unauthorized Transactions: Lost or Stolen Credentials. If Client believes that an erroneous or unauthorized payment has been made through RTP using Client's account or that Client's account credentials, Client should contact Bank immediately at 800-774-8179.

Remote Deposit Capture Service

1. Description of Remote Deposit Capture Service. The Remote Deposit Capture ("RDC") service and the internet based RDC system allow Client to capture an electronic image of an original physical paper check and an image of associated information describing that check including optical character recognition (OCR) remittance coupons and transmit the image of the check to Bank for deposit to Client's account. The RDC service also provides access to, and the ability to export and print, deposited check images and remittance coupon images as well as reports regarding Client's use of the RDC service. Further details regarding RDC's functionality and formatting and other technical requirements that Client must follow when using the RDC service are provided in the RDC reference materials. The RDC service may not be used outside of the United States, U.S. territories, U.S. military bases or U.S. embassies and files may not be transmitted from outside the United States unless transmitted from a U.S. territory, military base or embassy. The RDC Service may not be used to deposit ineligible items as described in the RDC reference materials.
2. Required Hardware and Software. Before Client can use the RDC service, Client must have a computer capable of internet access, a scanner of a model approved by Bank, and the related software needed to capture electronic images of checks, associated information and remittance data. Equipment upgrades or replacements may be required from time to time, and it is the responsibility of Client to upgrade or replace scanner(s) as needed. When Client acquires a scanner from a third-party vendor Client agrees that all warranty obligations and contracts are between Client and the vendor, and Bank does not have any responsibility or liability for the performance of the vendor, the delivery of the scanner or any aspect of the operation, use or maintenance of the scanner. At Client's request, Bank may provide Client's contact information and information related to Client's desired scanner to a third party vendor, in order to facilitate communication between the vendor and Client regarding Client's scanner acquisition or rental. Client agrees that Bank is only providing this information to the third party vendor as an accommodation to Client to facilitate Client's potential acquisition or rental of a scanner and that Bank does not have any responsibility or liability for the performance of the vendor or the delivery of the scanner(s) or any aspect of the operation, use or maintenance of the scanner(s).
3. Primary Administrator. Client must designate a Primary Administrator of the RDC service who can establish additional RDC users and administrators.
4. Use of the RDC Service. A user of the RDC service must log on to the RDC system using valid credentials. The user will be required to provide a control total for each deposit, consisting of the total dollar amount of all checks included in the deposit. Images of checks submitted for deposit must meet the eligibility and image quality standards set forth in the RDC reference materials and in these RDC terms and conditions. All such standards are referred to as the "RDC standards." If the RDC system determines an image does not satisfy the RDC standards, the RDC system will reject the nonconforming image and ask the user to either a.) rescan the check, b.) manually provide or verify information or, c.) for certain types of limited image quality failures, confirm the user's election to submit the image or associated information as captured. **Please note that the option for the user to elect to submit an image as captured in the RDC system in certain limited situations does not relieve Client of the representations and warranties Client makes with respect to each image and associated information Client transmits to Bank.** Only users with approval permission can submit the deposit to Bank for processing. Once a deposit has been submitted, it may not be cancelled. Once Bank has received a deposit Bank will process the deposit file per Bank's normal check processing channels.
5. Dual Approval. Dual approval is an optional security feature of the RDC service. If the dual approval option is selected, one user must scan the check images and then a second user with approval permissions must release and send the check image file to Bank. **Bank highly recommends that Clients use the dual approval option.**
6. Posting File. If Client elects to receive an accounts receivable posting file as a part of this service, Bank will deliver the file to Client in the format and via the method and schedule agreed upon with Bank.
7. Deposit Credit and Alternative Deposit Methods. Bank must receive Client's deposit by the daily deadline set forth in the RDC reference materials in order for Client to receive credit for that deposit on that business day. Deposits received after the deadline or a non-business day will be considered deposited on the next business day. Bank is not liable for any delays or errors in transmission of the images or associated information. If the RDC service is not available, Client must make Client's deposits by another method, such as an in-person deposit at one of Bank's branches, at an ATM or a deposit by mail. If Client must make a deposit by other means due to RDC service being unavailable, Client should deposit only checks and should retain in Client's possession the other documents Client would normally scan with an RDC deposit.
8. Funds Availability. Bank will make funds for each substitute check or electronic item that Bank processes for deposit to Client's account available to Client under the same schedule that would have applied if Client had deposited the original paper check to Client's account.

9. Returns and Rejected Images. If Bank determines an image or associated information is not in a satisfactory form or is a duplicate, Bank may reject the nonconforming image or duplicate item and provide any associated debit adjustment and/or debit advice. Bank will send Client all check images which fail to meet collecting bank quality standards. If an image is rejected for failing to meet the RDC standards or the collecting bank quality standards, Client must take corrective action to either recapture the image and associated information and submit it in a new RDC file transmission or submit the original check for deposit.
10. Original Checks and Captured Images. Client agrees to use commercially reasonable policies and procedures, and to comply with any requirements in the RDC reference materials, to safeguard the original physical paper checks, images of the checks and associated information in Client's possession both before and after Client has transmitted images of such items to Bank, and to endorse or mark paper checks to indicate they have been transmitted for deposit. Client also agrees to make all such items available to Bank promptly upon Bank's request. Client also agrees to establish reasonable retention and destruction schedules in accordance with any applicable requirements within the RDC reference materials.
11. Client's Representations and Warranties. Client represents, warrants, and agrees that Client will not:
 - a. capture or transmit more than one image of any original check;
 - b. negotiate, deposit, or otherwise transfer any original check to Bank or to any other person or entity after Client has captured an image of it;
 - c. transmit an image of any original check to Bank that Client has previously transmitted or given to any other person or entity;
 - d. transmit an image of any original check to any other person or entity after Client has transmitted it to Bank;
 - e. transmit an image of any original check if that check has been used as a source document for the initiation of an ACH or other electronic debit; or
 - f. use any original check as a source document for the initiation of an ACH or other electronic debit after Client has transmitted an image of (or associated information regarding) that check to Bank.

Client also makes all the representations and warranties to Bank with respect to each check image that Client transmits to Bank that Client would have made under the Uniform Commercial Code (UCC) if Client had deposited the original physical paper check into Client's account.

In addition, Client represents and warrants to Bank with respect to each captured check image and associated information Client transmits to Bank that:

- a. the image and associated information (i) accurately represent all the information on the front and back of the original physical paper check at the time it was received by Client and at the time the image and associated information were captured; and (ii) are otherwise sufficient for Bank to satisfy its obligations as the truncating and reconverting bank; and
 - b. no person or entity will receive a transfer, presentment or return of, or otherwise be charged for, (i) the original check, (ii) an electronic item or substitute check other than the one that Bank creates from the image and associated information, or (iii) a paper or electronic representation of the original check or of a substitute check other than the one that Bank creates from the image and associated information, such that the person or entity will be asked to make a payment based on a check that it has already paid.
12. Duty of Cooperation, Document Production, Audit. Client agrees that Client shall make original and imaged documents available to Bank to facilitate investigations related to unusual transactions or poor image quality transmissions, or to resolve disputes. Client further agrees that Bank, at Bank's option, upon prior notice, may perform periodic audits of Client's processes related to use or proposed use of the RDC service including Client's information technology, security and internal control infrastructure related to Client's use of the RDC service. Client agrees that Bank has the right to mandate specific internal controls at any of Client's locations that use the RDC service where Bank deems such actions necessary to protect the security and integrity of the RDC service or if required by law, and that Bank may terminate the service if Client refuses to implement such controls.
 13. Client's Indemnification Obligations. In addition to any other obligation Client has to indemnify Bank, Client agrees to defend, indemnify, protect and hold Bank, Bank's affiliates, Bank's vendors and Bank's respective officers, directors, employees, attorneys, agents, and representatives harmless from and against any and all liabilities, claims, damages, losses, demands, fines (including those imposed by any Federal Reserve Bank, clearing house or funds transfer system), judgments, disputes, costs, charges and expenses (including litigation expenses, other costs of investigation or defense and reasonable attorneys' fees) which relate in any way to (a) the use of the RDC system or RDC service to capture an image of a remotely created check, (b) Client's use of the RDC system or the RDC service in a manner other than as expressly provided in these RDC terms and

conditions or (c) the receipt by any person or entity of (i) an electronic item, (ii) a substitute check or (iii) a paper or electronic representation of the original check or the substitute check that Bank creates from a captured check image and associated information that Client transmit to Bank, instead of the original check.

14. Termination. Upon termination of the RDC service by either Client or Bank, Client shall be solely responsible for complying with any terms or contracts relating to rental of a scanner, and for paying any early termination fees that may apply to Client's rental or acquisition of a scanner.

Sub-Accounting Service

1. Description of Sub-Accounting Service. Sub-Accounting Services provides the ability to maintain separate information within one master demand deposit account for virtual sub-accounts containing funds owned by individual entities / customers. Using the Sub-Accounting Services web portal, Client can (a) set up, manage and close virtual sub-accounts under a master account, (b) allocate transactions to virtual sub-accounts, and (c) view and download reports. Details regarding the web portal's functionality, creation of users and additional administrators, adding or deleting sub-accounts, and certain formatting and other technical requirements for Sub-Accounting Services are provided in the current versions of the Sub-Accounting Services reference materials which include a user manual for the web portal.
2. User Administration. Client must identify a User Administrator for Sub-Accounting Services. This User Administrator will be reflected on a Treasury Request Confirmation and will have the ability to (a) create and establish entitlements for users, (b) reset user passwords, and (c) create additional administrators with the appropriate level of entitlements, up to and including those of the User Administrator. To change the User Administrator, an Authorized Individual must contact Bank. The User Administrator change will be reflected on a Treasury Request Confirmation.
3. Deposits and Withdrawals. Funds may be deposited into and withdrawn from the master account. No deposits or withdrawals can be transacted directly to or from a sub-account. Within the web portal, entitled users can virtually allocate funds to or from the applicable sub-account and view reports. **Except as explicitly provided in these Sub-Accounting Services terms and Conditions, Client is responsible for all sub-account allocation and administration.** Withdrawals from the master account may be made by any means made available by Bank. Following a withdrawal from the master account Client must indicate one or more sub-accounts from which the funds are to be debited. No third party, including any beneficial owner of a sub-account, shall have the right to exercise any control over or provide instructions to Bank regarding Sub-Accounting Services or any master account or sub-account.
4. Allocation Rules and Interest Allocation. At the time of service implementation, Client can specify rules for automatic allocation of funds to sub-accounts. An Authorized Individual can also request or modify automatic allocation rules by contacting Bank. For interest bearing master accounts, Client can request an automatic interest allocation at the sub-account level based on the pro rata share of the master account's monthly average balance. Interest allocation occurs at the end of the month based on the total amount of interest earned by the master account. Client can request automatic interest allocation at the time of service implementation. In addition, an Authorized Individual can request or revoke automatic interest allocation at any time by contacting Bank.
5. Addition and Deletion of Accounts Associated with the Sub-Accounting Services. To add or completely delete a master account, an Authorized Individual must contact Bank. Sub-accounts can be added or deleted by any entitled user within the web portal.
6. Responsibility for Compliance. In using Sub-Accounting Services, Client acts as the fiduciary for the beneficial owners of funds held in sub-accounts, and Client is solely responsible for the management and disbursement of all funds held in the master account, the actions of all users of Sub-Accounting Services, access to information regarding the accounts through the service, timely allocations to and from sub-accounts (including any applicable interest) and compliance with any laws, regulations, tax reporting and other requirements or agreements applicable to such funds. Client acknowledges that Sub-Accounting Services is not designed to comply with the requirements of any state's law that may govern funds deposited in such sub-account structures, or to satisfy Client's obligations with respect to the beneficial owner of funds in any sub-account, including any obligation under applicable law or regulation to pay any prescribed interest on the principal. Bank is not acting as escrow agent, trustee or in any other fiduciary capacity with respect to Sub-Accounting Services, any master account or any sub-accounts and undertakes no duty to monitor usage of Sub-Accounting Services or the actions of any user. Sub-Accounting Services is not designed as a system of record for establishing pass-through of FDIC insurance coverage for the virtual sub-accounts; therefore, Client is responsible for maintaining any records necessary to comply with FDIC regulations regarding eligibility for pass-through FDIC insurance. Client should consult with tax and legal advisors regarding all legal, tax, or other liability or regulatory issues with respect to use of Sub-Accounting Services.

7. Tax Reporting. Bank will provide required tax information reporting for each master account. At Client's request, Bank will provide tax information reporting for each sub-account by mail, provided Client has supplied Bank with necessary tax documents (IRS Form W-9 or W-8) for such sub-account. Client is responsible for the accuracy of all balances reported in the sub-accounts, interest allocation and tax reporting related to such interest allocations, as well as the accuracy of the necessary tax documents Client obtains from its customers.

SWIFT for Corporates Service

1. Description of SWIFT for Corporates Service. The SWIFT for Corporates service ("SWIFT") allows Client (as a direct participant, a SCORE member, or via an initiating party) to exchange SWIFT messages with Bank through the SWIFT network. Bank may provide certain details regarding formatting and technical requirements to Client within SWIFT service reference. The SWIFT service supports the following FileAct and FIN messages and file types:
 - a. FileAct Services – Secure File Transfer Services. BAI2
 - EDI 822
 - EDI 820
 - Bulk Payment Files ACH
 - Positive Pay
 - ISO PAIN.001 – Payments (Wire, ACH, Check) ISO
 - PAIN.002 – Level 1-3 Acknowledgements CAMT.052
 - Current Day Reporting CAMT.053 – Previous Day Reporting
 - b. FIN Services – Core Messaging & Information Reporting Services. MT101 –
 - Request for Transfer
 - MT103
 - MT900 – Debit Confirmation MT910 –
 - Credit Confirmation
 - MT940 – Customer Statement Message MT942 –
 - Current Day
 - MT950 – Statement Message
2. Definitions. The following terms have the specified meanings for purpose of these SWIFT terms and conditions:
 - a. "Authorized SWIFT participant" means a person who is duly bound as a party to a SWIFT agreement allowing access to SWIFT and meets all eligibility criteria specified or referred to in that SWIFT agreement or the SWIFT documentation; provided, for the avoidance of doubt, that Client will continue to be an authorized SWIFT participant despite no longer satisfying such eligibility criteria during any period(s) specified in such SWIFT agreement as the period(s) (if any) given to Client to migrate to an alternative solution.
 - b. "Banking services" means the banking and other services (including treasury management services and wire transfer services) Bank provides Client in relation to which SWIFT messages are exchanged by way of the SWIFT messaging services that are identified in Client's SWIFT service documentation.
 - c. "Banking services agreement" means, with respect to any banking service, the agreement governing Client's use of such banking service. Without limiting the generality of the foregoing, the banking services agreement with respect to any of Bank's treasury management services addressed in this Agreement means this Agreement including all applicable terms of such treasury management services, and Bank's Wire Agreement.
 - d. "Wire Agreement" means, Bank's Wire Agreement (which is incorporated into this Agreement).
 - e. "Information" means the content of any SWIFT message Bank sends Client by way of the SWIFT messaging services including any account status or other information.
 - f. "Initiating party" means a third party designated by Client and acting on behalf of Client to send or receive SWIFT messages. To the extent Client designates any initiating party as part of Client's SWIFT service documentation, SWIFT messages received by Bank from such initiating party shall be deemed to be received from Client, and SWIFT messages sent by Bank to such initiating party shall be deemed to be sent to Client.

- g. "Instruction" means the content of any SWIFT message Bank receives from Client by way of the SWIFT messaging services, including any actual or purported advice, request, instruction or communication, whether received directly from Client or from an initiating party.
- h. "Operating account" means a bank account Client maintain(s) with Bank that is identified in Client's SWIFT service documentation.
- i. "SCORE" means the standardized corporate environment service set up and administered by SWIFT.
- j. "SWIFT" means S.W.I.F.T. SCRL, a Belgian limited liability co-operative society of Avenue Adele 1, B-1310 La Hulpe, Belgium.
- k. "SWIFT agreement" means any then current agreement Bank or Client has with SWIFT in relation to the use of the SWIFT messaging services.
- l. "SWIFT documentation" means the SWIFT terms, conditions, guides and procedures applicable to the SWIFT messaging services, to SCORE or to the sending and receiving of SWIFT messages within SCORE, as incorporated into Client's SWIFT agreement or that Bank or SWIFT notifies Client of from time to time.
- m. "SWIFT message" means an electronic communication, message or file sent or appearing to have been sent using the SWIFT messaging services.
- n. "SWIFT messaging services" means SWIFT's messaging services which are available within SWIFT and/or SWIFT SCORE from time to time.
- o. "SWIFT service documentation" means any Bank documentation relating to Client's implementation or setup of SWIFT services, including but not limited to any Treasury Request Confirmation and internal Bank implementation form relating to the SWIFT service.

3. Scope of This Agreement.

- a. Client, or an initiating party on behalf of Client, as designated in Client's SWIFT service documentation, (i) may electronically transmit SWIFT messages (including SWIFT messages which contain instructions), by way of the SWIFT messaging services, to Bank and (ii) will receive SWIFT messages (including SWIFT messages which contain information), by way of the SWIFT messaging services from Bank.
- b. Bank (i) will receive SWIFT messages (including SWIFT messages which contain instructions) by way of the SWIFT messaging services, from Client, or an initiating party on behalf of Client, and process them as described herein and as defined in Client's SWIFT service documentation, and (ii) may electronically transmit SWIFT messages (including SWIFT messages which contain information), by way of the SWIFT messaging services to Client, or an initiating party on behalf of Client, as defined in Client's SWIFT service documentation.
- c. These SWIFT terms and conditions, SWIFT messages from Client, and Client's SWIFT service documentation constitute valid and binding instructions from Client granting Bank authority to act in accordance with SWIFT messages and instructions.
- d. Bank and Client will use the SWIFT messaging services to facilitate Bank's provision, and Client's use of the banking services as specified in Client's SWIFT service documentation. However, Client acknowledges that provision and use of such banking services are outside the scope of these SWIFT terms and conditions and shall be governed by the relevant banking services agreement rather than these SWIFT terms and conditions, except as specifically provided otherwise in these SWIFT terms and conditions. In the event of a conflict between these SWIFT terms and conditions and the terms of any banking services agreement, the terms of these SWIFT terms and conditions shall control.

- 4. Payment Orders and Security Procedures. To the extent Client uses the SWIFT service to send "Payment Order" (as such term is defined in the Wire Agreement) instructions to Bank, or Bank sends any information to Client relating to a Payment Order, then (as applicable) (A) each such instruction shall be deemed to be an "Instruction" or a "Payment Order" for all purposes of, and shall be subject to the terms of, the Wire Agreement; (B) such information shall be deemed to be a "Confirmation" or a "Statement" for all purposes of, and shall be subject to the terms of, the Wire Agreement; (C) the security procedure for verifying the authenticity of each such instruction for all purposes of the relevant banking services agreement shall be deemed to be the steps that are mandated at the time by the then current SWIFT documentation to establish that Client authorized the SWIFT message (rather than the security procedures specified in the relevant banking services agreement) and Client agrees that the steps outlined in the SWIFT documentation constitute a "commercially reasonable security procedure" as that term is used in Article 4A of the Uniform Commercial Code as in effect in the state whose laws govern the relevant banking services agreement, and Client agrees that use of the SWIFT service constitutes acceptance of such security procedure; and (D) any such instruction, the authenticity of which is verified in accordance with the steps that are mandated

at the time by the then current SWIFT documentation to establish that Client sent the SWIFT message shall be deemed to be Client's valid and binding instructions, for all purposes of the relevant banking services.

5. Rights and Obligations Related to the Use of SWIFT Messaging Services.

- a. Bank will provide the electronic communication services designated in Client's SWIFT service documentation, through the use of the SWIFT messaging services.
- b. If applicable to Client's use of the SWIFT messaging services, Client must be an authorized SWIFT participant at all times these SWIFT terms and conditions are in effect or the terms and conditions are applicable to SWIFT services used in conjunction with another product or service.
- c. Client must at all times comply with all requirements relating to SWIFT messaging services, including security requirements and requirements relating to SWIFT messages, arising out of the SWIFT agreement or the SWIFT documentation, in connection with these SWIFT terms and conditions. If Client or an initiating party sends a SWIFT message (including a SWIFT message that includes an instruction) by way of the SWIFT messaging services to Bank and such message is not defined in Client's SWIFT service documentation, Bank may, at Bank's option (i) reject or otherwise not act on such SWIFT message and any instruction contained in such SWIFT message or (ii) accept and otherwise act on such SWIFT message and any instruction contained in such SWIFT message.
- d. Client must (i) at all times comply with Bank's requirements as set out in the reference materials, and such reasonable instructions and recommendations as Bank provides Client from time to time in relation to the use of the SWIFT messaging services; and (ii) confirm that Client has assessed the security arrangements relating to Client's access to and use of the SWIFT messaging services and concluded that they are commercially reasonable and adequate to protect Client's interests.
- e. Client must immediately notify Bank if Client becomes aware of or suspect any potential breach or compromise of the security of the SWIFT messaging services including any that relate to Client's or Bank's rights and obligations under these terms and conditions, such as any loss or disclosure of (or any person other than a person duly authorized in accordance with the SWIFT documentation and Client's own procedures seeking to obtain or obtaining) the means to send SWIFT messages or the actual transmission of a SWIFT message, and provide Bank full details of the suspected breach or compromise.
- f. Client must (except to the extent prohibited by any applicable law or regulatory obligation) (i) fully and promptly cooperate with any steps Bank takes to investigate and/or rectify any apparent or suspected breach or compromise of the security of the SWIFT messaging services which is reported under Section 5(e) or otherwise comes to Client's or Bank's attention, including providing such further information regarding the apparent breach as Bank may request; and (ii) promptly provide Bank with such information as Bank reasonably requests to assist Bank in the performance of Bank's obligations under any SWIFT agreement.

6. Bank's Reliance on Instructions.

- a. Client must ensure that any instruction included in any SWIFT message Client (or an initiating party) sends Bank by way of the SWIFT messaging services fully and accurately reflects the advice, request, instruction or communication that Client intends to provide Bank and is duly authorized.
- b. Client irrevocably authorizes Bank (i) to treat as accurate, authentic and properly authorized, rely upon and implement any instruction in a SWIFT message Bank receives by way of the SWIFT messaging services which Client or an initiating party on behalf of Client originates or appears to originate (including, in the case of a payment instruction, authorizing Bank to debit the operating account specified in the instruction); and (ii) to process each such instruction; provided that, subject to Section 6(c), Bank takes such steps as are mandated at the time by the then current SWIFT documentation to establish that Client sent such SWIFT message. Client acknowledges that (A) such steps constitute a "commercially reasonable security procedure" as that term is used in Article 4A of the Uniform Commercial Code as in effect in the state whose laws govern the relevant banking services agreement and (B) Bank is not obliged to verify such authorization, authenticity or integrity, even in the case of fraud, unless Bank has actual knowledge of the fraud.
- c. In determining the steps to be taken to establish that Client sent a SWIFT message (i) no regard shall be given to any steps, or any information provided with the SWIFT message, that goes beyond what is mandated at the time by the then current SWIFT documentation, to identify Client as the sender of the SWIFT message; and (ii) Bank is not required to make any subjective judgment as to the appropriateness of the SWIFT message or any accompanying signature or certificate or otherwise.
- d. Without prejudice to Sections 6(a) and 6(c), Bank is not obliged to act on an instruction or to treat an instruction as accurate, authentic or authorized, if: (i) the SWIFT message through which that instruction is provided does not meet the

requirements of the then current SWIFT documentation or the reference materials or otherwise appears not to have been prepared or sent in accordance with these SWIFT terms and conditions; (ii) Bank considers that the execution of that instruction may place Bank in breach of any law or regulation; or (iii) Bank reasonably suspects that the SWIFT message in which that instruction was received may not (A) fully and accurately reflect an advice, request, instruction or communication that Client intended to give Bank; or (B) have been given in accordance with Client's authorization procedures. Except to the extent prevented by applicable law or regulation, Bank will use reasonable attempts to notify Client if, under this Section 6(d), Bank does not act on an instruction.

7. Termination and Suspension. In addition to any rights of termination and suspension in this Agreement, (a) Bank may terminate Client's use of the SWIFT service by notice to Client with immediate effect if (i) either Bank or Client, if applicable, are no longer an authorized SWIFT participant, (ii) SWIFT has ceased to provide the SWIFT messaging services, (iii) SWIFT, in exercise of its rights under a SWIFT agreement, has required Bank to terminate the SWIFT service, or (iv) Bank ceases providing the banking services; and (b) Bank may suspend Client's use of the SWIFT service for such period as Bank considers appropriate in Bank's absolute discretion by notice to Client: (i) if suspension is necessary for the purposes of either routine or emergency maintenance; (ii) for security or technical reasons, including a suspension of the SWIFT messaging services by SWIFT; (iii) if use of the SWIFT messaging services is impossible or cannot be achieved without unreasonable cost; (iv) if suspension is required by SWIFT or the SWIFT documentation; or (v) if suspension is necessary to avoid or reduce any material damage or disadvantage to Bank.

Truist One View Service

1. Description of Truist One View Service. Truist One View is an online platform that provides a single point of access to certain banking services and account and transaction details. The services that can be accessed through One View fall into three categories:
 - a. One View services. One View services are embedded in the online platform and include account balance information and transaction details and account statements for certain account types. Account balance information and transaction details may initially be displayed in One View based on Client's setup in Truist Treasury Manager or Digital Treasury but will later be managed within One View independently by a One View administrator. Additional One View services may be added over time. One View services may be opt-in services that require enrollment or may, at Bank's option, be automatically enabled within the service.
 - b. Single sign-on services. Certain banking services (or applications) are or will in the future be enabled (either upon the instruction of a One View administrator or, at Bank's option, automatically enabled if Client uses the service) as single sign-on from within One View and are referred to as "SSO services". Terms and conditions for each SSO service apply to Client's use of such service and are incorporated herein. Users who are entitled to an SSO service can access the service from within One View without entering additional access credentials or authorization codes. The user's ability to access accounts or functions within the SSO service may require the user to be granted both (i) applicable One View entitlements by a One View administrator, as well as (ii) entitlements to the SSO service itself by either an administrator for that SSO service, or by a One View administrator.
 - c. Other banking services. Links to other Truist banking services that Client may use are included in the service as a convenience. These services are not embedded in the One View service, nor are they single sign-on enabled. To access such a service, each user must enter the applicable access credentials and/or authorization codes assigned to them by an administrator for that specific service. The process to sign on to these other, "non-SSO services" is the same whether a user accesses the service using the link provided within One View or using the URL that has been provided by Bank for that service. Bank may enable some of these banking services as single sign-on over time. If Client uses one of these banking services and Bank enables that service for single sign-on within One View, Bank may automatically enable those services as SSO services within One View, or may, at Bank's option, require the instruction of a One View administrator in order to enable that service as an SSO service.
2. Security Procedures. The security procedures for the service are described below. Client agrees that use of the service constitutes acceptance of the below security procedures.
 - a. Access Credentials. Valid access credentials, which may include authorization codes or tokens, are required to login to the service. Valid authorization codes or tokens may also be required to perform certain actions within One View.
 - b. SSO Services. SSO services within One View may require additional security procedures to initiate funds transfers or payments, or to take other actions; the applicable security procedures described in the terms and conditions for each SSO service are incorporated herein by reference.

3. Dual Administration. Dual administration is an available security feature within the service that can be enabled or disabled by a single entitled One View administrator, without the need for an additional approval by another user or administrator. If dual administration is selected, a minimum of two users (or more, if a multi-approval requirement is selected) with sufficient entitlements will be required to approve certain user, service profile, and user entitlement changes. **Bank strongly recommends that Client use the dual administration feature.**
4. Mobile App. A One View administrator can enable use of the mobile application (app) for One View. Once the app is enabled for Client, entitled users who download and install the app can, with valid access credentials, access certain functionalities of the service from their mobile device. A user's entitlements within the app are limited by that user's entitlements in One View (online). The app is available for iOS and Android devices. Certain features or functionality available within One View (online) may differ from those available within the app.
5. Designation and Entitlements of Truist One View Primary Administrator. Client must designate a One View Primary Administrator within a Primary Administrator Designation agreement (or similar agreement accepted by Bank). Client acknowledges that the Primary Administrator has or may in the future have all of the following entitlements, which the Primary Administrator can also assign to other users and users with administrative entitlements (One View administrators) such that other users have up to and including the same entitlements as the Primary Administrator:
 - a. Full entitlements to all One View services and accounts set up for Client on One View. If services are opt-in, the Primary Administrator will have the authority to opt-in for Client.
 - b. The role of an administrator for the SSO services, including full entitlements and ability to perform all administrative functions for each SSO service, regardless of whether the Primary Administrator was granted entitlements to the SSO service by an administrator designated for such service.
 - c. Ability to create, edit and delete users and users with administrative entitlements (One View administrators) within One View and the SSO services, assigning such users and administrators with the appropriate level of entitlements, up to and including those of the Primary Administrator. The Primary Administrator will not have any entitlements to non-SSO services, unless such individual has been granted entitlements to the non-SSO services by the applicable administrator for the service.
 - d. Ability to modify or delete the SSO service administrators, including the SSO service Primary Administrators.
 - e. Ability to select statement delivery preferences (paper and online, or online only) for all deposit accounts included within One View. When online-only (electronic) statement delivery is selected for a deposit account, paper statement delivery will be suppressed for such account, and the statements for such account will only be available within One View to entitled users. Bank strongly recommends that Client establish appropriate internal controls to monitor deposit accounts for which statement suppression has been selected. Client's statements will be posted and available within One View in electronic format at the same time intervals (e.g., weekly, monthly, quarterly) that the paper statement for such account would have otherwise been printed and sent to Client.
 - f. Ability to add any of the accounts (including, but not limited to, deposit accounts, loan or line of credit accounts, and credit, commercial, or purchasing card accounts) opened with Client's Tax ID Number (TIN) or otherwise associated or affiliated with Client (such as via an Associated Entity Agreement for Treasury Management Services, or other documentation accepted by Bank) to Client's One View setup, and to select which One View services or functionalities are available for such accounts.

The Primary Administrator as well as other One View administrators can create users (including administrators), activate/deactivate users, and assign entitlements for accounts, One View services, and SSO services. However, an administrator can assign to others only those accounts and services to which the administrator is entitled. The Primary Administrator can assign to others all accounts and services, since the Primary Administrator has full access to accounts and services within One View.

6. Change of Truist One View Primary Administrator. To change the One View Primary Administrator, Client must execute a new Primary Administrator Designation agreement, naming the new One View Primary Administrator. **Note that when Client designates a new Truist One View Primary Administrator, the entitlements of a previous Truist One View Primary Administrator may not be automatically removed; therefore, it is the responsibility of the new Primary Administrator to modify the entitlements of or deactivate the individual who was the previous Primary Administrator as appropriate.**
7. Terms for Specific Truist One View Services. Services accessed through Truist One View by clients that do not use deposit products with Truist, are not subject to any deposit account terms of the CBSA and any CBSA terms conflicting with the referenced agreements and/or terms in that specific Service section below ("Referenced Terms").

Each Service listed below (each a Service under this TMA and referred to as a “Truist One View Service”) is governed by the Referenced Terms and is accessed through Truist One View in accordance with this TMA. All capitalized terms in each Truist One View Service section are defined in the Referenced Terms or this TMA. Accessing any Service through Truist One View, or any other online access, is governed by this TMA, including but not limited to the authorized individuals, administrative authorities, and security procedures. All **activity** regarding a Truist One View Service, regardless of how such Truist One View Service is accessed, is governed by the Referenced Terms and any conflict between to Referenced Terms and the TMA, except for such access related terms contained in this TMA, are solely controlled by the Referenced Terms. Only the terms applicable to Truist One View Services accessed through Truist One View are applicable to the Client, and terms for Services not used by the client are not applicable, except and unless the Services are used at some later date and then under the then current TMA and applicable terms for any such Service.

- a) Commercial Loan and Card Accounts. If any loan, line of credit, or credit, commercial, or purchasing card account types are included in Truist One View, the term “account” when used in reference to the Truist One View Service includes these account types and are referred to as “Lending Accounts”. The Lending Accounts will be governed by their Reference Terms, including but not limited to the terms, agreements, or resolutions relating to the Lending Accounts (“Referenced Documents”). By requesting the Lending Accounts to be included in Truist One View or any access Service, the Client authorizes the Bank to provide or display information relating to such Lending Accounts within the Truist One View Service or to entitled users, and to provide any available functionality or service with respect to the Lending Accounts as may be requested or enabled by an entitled user, including, but not limited to, the ability to view Lending Accounts and transaction information, to make payments on the Lending Accounts, or to perform drawdowns or other transactions on the Lending Accounts. Client represents and warrants to the Bank that inclusion of such Lending Accounts in Truist One View or an access Service is in accordance with and does not violate any Referenced Documents relating to the Lending Accounts. Client shall indemnify and hold Bank harmless against any claim, loss, damage, cost, or expense including litigation expenses and reasonable attorney’s fees resulting from a breach of the representation and warranty in this Section 7 or resulting in any way from the inclusion of the Lending Accounts in Truist One View or as an access Service.
- b) Commercial Loan Dashboard. Commercial Loan Dashboard (the “CLD”) allows clients to securely upload and view loan-related documents and monitor the progress of their outstanding loan requests in a status tracker. The Commercial Loan Dashboard (the “CLD”), accessible through Truist One View, allows entitled users to view and receive information related to Lending Accounts, loan requests/applications, and other financial products (collectively referred to as “Loan Products”) provided by Truist to a Client, to share information with Truist in connection with Loan Products and to submit information on behalf of a Client for Loan Products. All users must be entitled by the primary administrator.

Bank shall determine in its sole discretion which functions, and Loan Products are accessible via the CLD and may remove any function or Loan Product from the CLD at any time without notice.

CLD User Entitlement; CLD Functions. The Truist One View Primary Administrator for CLD (referred to as the “CLD Administrator”) has the ability to grant other users’ permission to access all functions available via the CLD. The CLD Administrator and each other user granted permission to access the CLD (all of the foregoing are referred to as “CLD Users” and each a “CLD User”) will be able to access, view and exchange all Loan Product information and other documents contained in the CLD, whether shared by Bank or any CLD User (“CLD Information”) and engage in transactions with respect to the Loan Products as functionality is made available in the CLD. Without limiting the foregoing, CLD Users will be able to: (1) view all Loan Product information and documentation shared by Bank through the CLD; (2) upload and share financial and other information relating to Client or any other entity or individual, all of which shall be considered CLD Information; (3) access, view and share information uploaded by any other existing or future CLD User, all of which shall be considered CLD Information; (4) on behalf of Client, prepare and submit to Bank applications for certain Loan Products (including new Loan Products and modifications and/or renewals of existing Loan Products); and (5) engage in such other transactions with respect to Loan Products as may be available through the CLD from time to time. Client is responsible for: (1) ensuring that the CLD Administrator permissions only CLD Users who Client intends to have access to CLD Information that is uploaded to or accessible via the CLD and who have authority to take action on behalf of the Client; and (2) enacting such processes and procedures as Client deems necessary to instruct all CLD Users as to the information which they may upload to the CLD and any action they may take in the CLD. Client represents and warrant to Bank that all CLD Information provided by any CLD User through the CLD will be true and correct in all material respects. Bank will have no liability for disclosure of any information

among CLD Users through use of the CLD and is not responsible for any content or information uploaded to or shared via the CLD.

Liability. Client agrees that:

- i. Client is responsible for all actions taken by any CLD User through the CLD, each of which shall be binding on Client;
- ii. Client assumes all risk for any action taken by a CLD User based upon any CLD Information to which the CLD User has access;
- iii. Client assumes all risk for the possibility that any CLD Information a CLD User downloads and stores outside of the CLD may be accessed by unauthorized third parties;
- iv. If a CLD User sends any information in a manner that is not secure, or if a CLD User takes any information out of Bank's secure environment by downloading it, Bank is no longer responsible for the security and confidentiality of that information, and the responsibility becomes solely Client's;
- v. Bank is not responsible for the security and confidentiality of any CLD Information if a CLD User: (i) uses unsecured wireless connections to download CLD Information, in which case Client acknowledges such connection may permit other persons to access the CLD Information being downloaded; or (ii) allow other persons access to Client's software applications; and
- vi. Any CLD Information that a CLD User downloads is processed at Client's own risk and Client is solely responsible for any damage that might occur to the computer (or other electronic device) to which such CLD User downloads any CLD Information, or any loss or corruption of data that might occur as a result of the downloading or storage of CLD Information in an electronic device.

Miscellaneous. Loan Product application and documentation status provided via the CLD is for informational purposes only and shall in no event constitute notice of a credit approval or decline, nor a binding agreement to extend credit. The establishment and maintenance of any loan or other financial accommodation shall be governed by Bank normal credit criteria and by separate loan documentation.

Indemnity. In addition to any other indemnity obligations Client has under the Agreement, Client agrees to indemnify, defend and hold harmless Bank, its service provider, and their respective affiliates, partners, officers, directors, employees, consultants, and agents from any and all claims, liability, losses, damages and/or costs (including, but not limited to, attorneys fees) arising from Client's use of the CLD or Bank's reliance on the information provided via the CLD.

- c) Commercial Credit Card. Truist offers a Truist One View Services for a suite of Commercial Card solutions that provide features designed to better inform decisions, control purchasing, and enhance working capital. These solutions include:
 - "Truist Purchasing Card" is typically used by Authorized Users for purchasing business-to-business, non-travel related goods and services related to the Organization's business needs. A Purchasing Card can be either a Physical Card or a Virtual Card.
 - "Truist Corporate Card" is typically used by Authorized Users for travel and entertainment-related purchases. A Corporate Card can be either a Physical Card or a Virtual Card.
 - "Truist Executive Card" is a subset of a Truist Corporate Card that is typically issued to the Organization's executives and provides enhanced insurance coverages, benefits, and features. These coverages, benefits, and features are not guaranteed and Truist, in its sole discretion, may modify or discontinue same without prior notice.
 - "Truist One Card" is typically used by Authorized Users for the purchase of business-to-business goods and services as well as travel and entertainment purchases. A Truist One Card can be either a Physical Card or a Virtual Card.
 - "Truist ePayables" (sometimes also referred to as "payables") are Virtual Cards used by the Organization to pay merchant(s) for business-to-business goods and services based upon, for example, an invoice from a merchant.

This Truist One View Service for these Lending Accounts are governed by the Reference Documents of the Commercial Card Terms and Conditions, the Commercial Card Client Acceptance Form, the Incentive Addendum, the Commercial Card Attestation, and any other schedules, agreements, documents, or other instruments including all riders, amendments, restatements, supplements, and addenda thereto govern the establishment and use of Commercial Cards solutions. For more information on all Commercial Card solutions, please review your Truist Commercial Card Terms and Conditions or visit [Commercial & Corporate Cards | Truist](#).

- d) Online Foreign Exchange (OFX). Truist Bank offers online currency exchange as governed by the Truist Foreign Exchange Agreement where trading activity is limited to FX and/or Currency Options with CRE, CML and PWM counterparties. However, an ISDA Master Agreement is required for such transactions with a tenor exceeding two years. The Truist Foreign Exchange Terms may also be used with institutional counterparties which decline to use the ISDA. It remains Truist's preference, however, to use the ISDA Master Agreement whenever possible.
- **Annex I (FX Trading Agreement):** Annex I will apply unless Counterparty has executed an ISDA Master Agreement with Bank that applies to foreign exchange transactions.
 - **Annex II (OFX System):** Annex II will apply if Counterparty is subscribing to or in the future subscribes to or uses Banks OFX System.
 - **Annex III (Multi-Currency Transaction Account):** Annex III will apply if Counterparty is applying for in the future opens one or more Multi-Currency Transactions Accounts.
 - **Annex IV (Foreign-Currency Time Deposits):** Annex IV will apply if Counterparty is opening or in the future opens one or more Foreign Currency Time Deposits.
 - **Annex V (Miscellaneous):** Annex V applies to all Counterparties.

Truist Treasury Manager Service

1. Description of Truist Treasury Manager Service. The Truist Treasury Manager service is an online web-based information reporting and transaction initiation service. Details regarding functionality and certain technical requirements are included in the Truist Treasury Manager reference materials. Client's selection of accounts to be included in the service as well as certain options or transaction capabilities shall be reflected in a Treasury Request Confirmation. Certain options or transaction capabilities may be governed by additional service terms and conditions, and to the extent Client selects such options or capabilities for use within the service, those additional applicable terms and conditions are incorporated into these Truist Treasury Manager service terms and conditions.
2. Administrators. Client must identify a Primary Administrator of the service in a Primary Administrator Designation agreement (or other similar agreement accepted by Bank). If Client elects the dual administration feature, which is an optional security feature of Truist Treasury Manager, a second user with sufficient entitlements must approve requests to create, modify, or remove a user's entitlements or system access. In order to elect the dual administration feature, Client must designate a second Truist Treasury Manager administrator, in addition to the Primary Administrator, in a Primary Administrator Designation agreement. **Bank strongly recommends that Client use the dual administration feature.** If Client requests more than one setup of the service, Client must designate a Primary Administrator (and second administrator, if dual administration is elected) for each setup. Each setup is identified by a unique company identifier, or "Company ID". The administrator(s) for each setup will have the ability to manage user entitlements within that setup only.
3. Security Procedures. The security procedures for the service are described below. Client agrees that use of the service constitutes acceptance of the below security procedures.
 - a. Access Credentials. Valid access credentials are required to login to the service.
 - b. Dual Approval. Any ACH or wire transaction initiated through the service requires dual approval, which means that one authorized user with sufficient entitlements must initiate the transaction and a different authorized user with sufficient entitlements must approve the transaction in order for the transaction to be released and processed.
 - c. Wire Transactions. Any wire transactions initiated through the service require the approver (the final user who must approve the transaction) to enter a code obtained from a token device in order for the transaction to be released and processed.
4. Secure Browsing Software. A secure browsing software such as Rapport, the secure browsing software provided by Trusteer Inc. (an IBM company), may be required to be installed on any computer or other supported device used to login to the service. If Bank requires the secure browsing software for Client's setup of the service, a user may not be able to access the

service if the user attempts to login from a device on which the secure browsing software is not installed and running. Users may be required to download the secure browsing software and accept a separate software license agreement in order to install the secure browsing software on each device which is used to access the service. Client agrees that Client's use of the secure browsing software is subject to, and Client is bound by and will comply with, the terms of the software license agreement. **BANK DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND RELATING TO THE SECURE BROWSING SOFTWARE, INCLUDING ANY REPRESENTATIONS AND WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. BANK HAS NO RESPONSIBILITY FOR (i) THE PERFORMANCE OF THE SECURE BROWSING SOFTWARE OR THE VENDOR OF THE SECURE BROWSING SOFTWARE, (ii) COMPATIBILITY OR AVAILABILITY OF THE SECURE BROWSING SOFTWARE, OR (iii) DAMAGES OF ANY KIND CLAIMED UNDER ANY CAUSE OF ACTION ALLEGED TO INVOLVE OR RELATE TO THE SECURE BROWSING SOFTWARE OR THE VENDOR OF THE SECURE BROWSING SOFTWARE.** Client is solely responsible for determining if the secure browsing software is compatible with Client's equipment, communications capabilities, and other software and for ensuring any installation of the secure browser software is in accordance with Client's policies. Client agrees any vendor of the secure browsing software is authorized to make certain information related to the device on which it is installed, including but not limited to the IP address, browser information, and operating system information, available to Bank; Bank has no obligation to provide notice of any such information to Client, including with respect to any information made available to Bank for purposes of detection of potentially fraudulent or suspicious activity. Client's confidentiality obligations under the general terms and conditions apply to any secure browsing software and any related license agreement or other related documentation.

5. Loan and Card Accounts. If any loan, line of credit, or credit, commercial, or purchasing card account types are included in Client's setup of the service, the term "account" when used in reference to the service includes these account types. By requesting the account to be included in the service, Client authorizes Bank to provide or display information relating to such loan or card accounts within the service or to entitled users, and to provide any available functionality or service with respect to those accounts as may be requested or enabled by an entitled user, including, but not limited to, the ability to view account and transaction information, to make payments on the accounts, or to perform drawdowns or other transactions on the accounts. Client represents and warrants to Bank that inclusion of such accounts in Truist Treasury Manager is in accordance with and does not violate any terms, resolutions, or agreements relating to the accounts. Client shall indemnify and hold Bank harmless against any claim, loss, damage, cost or expense including litigation expenses and reasonable attorney's fees resulting from a breach of the representation and warranty in this Section 5 or resulting in any way from the inclusion of the account in Truist Treasury Manager.

Universal Payment Identification Code Service

1. Description of Universal Payment Identification Code Service. The Universal Payment Identification Code ("UPIC") service generates a unique number assigned to one of Client's Truist demand deposit accounts, which Client can then provide to Client's trading partners who make payments to Client through the Automated Clearing House (ACH) network. Client's use of the UPIC service allows Client to mask Client's banking relationship and account number to reduce the risk of fraudulent use of Client's account information. Details regarding UPIC's functionality, formatting, and other technical requirements that Client must follow when using the UPIC service are provided in the UPIC reference materials.
2. Roles under the UPIC Service. Bank will assign a separate UPIC number to each eligible account Client identifies. Under the UPIC Service, Bank acts as the receiving depository financial institution with respect to UPIC ACH entries that are sent to Bank for receipt into one of Client's accounts. As a receiver of the ACH entries, Client acknowledges that the entries shall be processed according to the Nacha Operating Rules and Guidelines governing the ACH network.
3. Eligible Accounts. The UPIC service may only be used for a demand deposit account or other transaction account of a corporation, partnership, limited liability company, or unincorporated association; the government of the United States or an agency of the United States; a state or local government or an agency of a state or local government; or one or more non-consumer accounts of individuals (such as sole proprietors) when the account is used primarily for business purposes. An account of one or more individuals used primarily for personal or household purposes, i.e., a consumer account, may not be used with the UPIC service.
4. Use of UPIC Number. The UPIC number is only to be used for incoming ACH credit entries. Client may provide the UPIC number and the related universal routing number to Client's business trading partners that will originate ACH credit entries to Client's designated accounts. Client represents that Client will not authorize any person or entity to originate any debit entries using the assigned UPIC number.

Wholesale Lockbox and Retail Lockbox Services

1. Description of Wholesale Lockbox and Retail Lockbox Services. Bank's Wholesale Lockbox and Retail Lockbox services are designed to facilitate the receipt and processing of Client's accounts receivable remittances. These terms and conditions apply to both Wholesale Lockbox and Retail Lockbox services unless otherwise stated. Note that certain features described in these terms and conditions are not available at all lockbox processing locations. Details regarding functionality and formatting and other technical requirements Client must follow when using a Lockbox service are provided in the reference materials for the applicable Lockbox service.
 - a. Wholesale Lockbox Service.
 - i. Wholesale Lockbox Service. Wholesale Lockbox service is designed to process large dollar payments along with related invoices, correspondence, or other document images.
 - ii. Healthcare Processing. Client must disclose if they are a covered entity as defined by HIPAA regulations; certain processing standards may apply. Any paper returned to Client must be sent via a trackable mail delivery method.
 - iii. Wholesale Lockbox Lite Service. Wholesale Lockbox Lite service is a form of Wholesale Lockbox service that is limited to a total of 500 items (as defined in applicable reference materials) per month in any combination of checks and remittance document images. If Client subscribes to this service and Client exceeds 500 items in any month, each item over 500 will be assessed an overage fee. The following limitations apply to Wholesale Lockbox Lite service: image services options include only check and document imaging, full text searching, and a seven-year archival period; CD ROM, Image Transmission file, Batch Download, Credit Card Processing and Remitter Table are not included; signature and date Services shall not be available; remittance material services shall only include the mailing of rejected items back to Client. Other features of Wholesale Lockbox service may not be available under the Wholesale Lockbox Lite service.
 - b. Retail Lockbox Service. Retail Lockbox service is designed to process a high volume of low-dollar payments with machine-readable remittance coupons. Retail Lockbox service may also be referred to as Scannable Lockbox service.
2. Implementation of Lockbox Service. Bank will implement the applicable Lockbox service for the accounts designated by Client, per lockbox operating instructions as agreed to between Bank and Client.
3. Transfer of Lockbox Materials. If Client designates a courier service or other agent to pick up copies of items, remittance materials, or any other property, from any lockbox site, then Client agrees that transfer of possession of such materials to Client's agent constitutes delivery to Client, and Client assumes any and all risks incidental to or arising out of such transfer to Client's agent. Client also agrees that any courier of Client shall be considered Client's agent and Bank shall have no liability once Bank delivers any items into the possession of that courier. In the event Bank mails any lockbox materials to an address designated by Client, Client agrees that Bank has no responsibility for such materials after Bank mails them.
4. Image Services. Image services options enable Client to view images of checks and remittance payment information that are received through Client's lockbox. Client can access these images and transaction information through Image Browser, Image CD ROM, Image DVD, Virtual CD, and/or Image Transmission file, as described below. Client must designate a Primary Administrator for the image service options. This individual will also act as the Primary Administrator for Online Decisioning/Web Exceptions (described below), if Client elects to use that feature.
 - a. Image Browser. Image Browser provides internet-based access to Client's lockbox images and data with flexible viewing parameters and search capability for check and document information; Batch Download, Full Text Search, and Remitter Table capabilities are also available as additional service selections.
 - b. Image CD ROM and Image DVD. Image CD ROM and Image DVD allows Client to access and download Client's lockbox images along with index fields of information for long-term archival purposes on CD-ROM or DVD.
 - c. Virtual CD. Virtual CD is downloaded from Image Browser to support Client's need for a long-term archive. Lockbox images of checks and documents can also be downloaded onto Client's computer from Virtual CD. Virtual CD file availability aligns with Client's image archive storage period.
 - d. Image Transmission File. Image Transmission File provides customized access to Client's lockbox images along with index fields of information that can be downloaded directly into Client's accounts receivable systems. Image Transmission files are delivered to Client per specifications established during implementation.
5. Processing of Deposits. Bank will establish one or more post office boxes or "lockboxes" in Client's name as specified during implementation of the service. In the event Client owns a USPS PO Box and chooses to use it for Client's lockbox payment

processing, Client is responsible for communicating all mail direction or other PO Box changes to the USPS. On each banking day after a lockbox has been established, Bank will process the checks, drafts and money orders (all of which are referred to as “items”) received in a lockbox in accordance with the instructions in effect at the relevant time and Bank will communicate deposit totals and advices as agreed upon with Client.

- a. Processing of Wholesale Lockbox Items. An item containing a payee name that does not reasonably correspond to an acceptable payee list Client has given Bank will be handled in accordance with Client’s lockbox instructions. Bank will not inspect an item for the drawer’s signature or the date. Unless otherwise stated in Client’s agreed-upon lockbox instructions, Bank will also not inspect any item and/or accompanying correspondence in an effort to identify “payment in full” or other similar payment dispute language or any language that states that acceptance or deposit of the item binds the payee or depositor to any agreement or terms. Bank will not be liable for any loss resulting from processing any such items, including any items Bank may inspect in an effort to identify such language. As part of processing an item, Bank will also enter data regarding certain aspects of an item per the lockbox instructions (such as the drawer’s name and the account invoice number shown on the item) into the data file Client will receive. Client agrees that Bank will not be liable for errors entering any of that data.
- b. Processing of Retail Lockbox Items.
 - i. Automated Processing System. Bank processes items through the use of automated systems. Client’s remittance documents must be approved by Bank for use with Client’s lockbox, include details and identifiers that are required by Bank to identify and validate items for automated processing. Bank will test the performance of Client’s coupons and will begin providing the lockbox service to Client only upon the satisfactory completion of the test. If the form, layout or font on these documents changes it is important that Lockbox systems that read these items for processing are updated to reduce the potential for systemic read errors. Client must notify Bank of such changes before documents are received for Lockbox processing. Items that fail to read will be returned to Client for subsequent handling and/or redeposit.
 - ii. Items with Coupons. Bank will automatically deposit items, regardless of payee name, into the relevant account when the items are accompanied by coupons that match Client’s assigned P.O. Box number. Bank will not inspect these items, including any inspection for payee name, drawer signature, date, or for items and/or accompanying correspondence containing “payment in full” or other similar payment dispute language. Bank will not be liable for processing or depositing items without inspecting them.
 - iii. Items Without Coupons. Items that are not accompanied by coupons will be returned to Client or processed manually as directed in the instructions agreed upon with Client. Bank will not inspect any item for the drawer’s signature or the date. Bank will also not inspect any item and/or accompanying correspondence to attempt to locate “payment in full” or other similar payment dispute language, or any language that states that acceptance or deposit of the item binds the payee or depositor to any agreement or terms. Bank will not be liable for any loss resulting from processing any such items. As part of processing an item, Bank will also enter data regarding certain aspects of an item per the lockbox instructions (such as the drawer’s name and the account invoice number shown on the item) into the data file Client will receive. Client agrees that Bank will not be liable for errors in entering any of that data.
 - iv. Stop File. In accordance with Bank’s instructions, Client may give Bank a file of items that Client does not want Bank to process. Provided Bank receives the stop file in a reasonable period of time before the items in question are received in a lockbox, Bank will use good faith efforts to attempt to stop the processing of items in Client’s file and return them to Client, but Bank will not have any liability if Bank processes any such item.
 - v. Data Files. On each banking day Bank will make a data file regarding the items processed in each lockbox that day available to Client through one of Bank’s online services.
- c. Endorsement. Bank will endorse items for deposit with Bank’s standard lockbox endorsement and deposit items to the relevant account. Bank will not be liable for any loss relating to Bank’s failure to endorse an item properly.
- d. Forwarding and Returning Items. If Client receives an item that should have been delivered to a lockbox, Client may forward it to Bank’s lockbox department. Bank will process all such items (whether accompanied by a coupon or not) automatically and without inspecting them. If Client receives an item or image of an item from Bank and Client or Bank discovers that such information was mis-delivered to Client, Client must immediately notify Bank immediately and delete and/or return all such information to Bank. In addition to any other rights available to Bank, Bank may immediately terminate the Lockbox service if Client fails to comply with this provision.
- e. Cash and Other Property. Bank will deposit any cash received in a lockbox into the relevant account; Bank’s count of the cash will be considered final. Any property other than items, cash and related remittance materials received in a lockbox

will be sent to Client, and applicable fees charged to Client. Client agrees that Bank shall have no liability for any cash or other property received in a lockbox.

- f. Return Items. Unless otherwise stated in the instructions, Bank will handle dishonored or returned items in accordance with the terms of the Commercial Bank Services Agreement (CBSA).
6. Remittance Materials. Bank will destroy the original remittance materials (such as invoices, payment coupons, correspondence and the like) within a period of time (as determined by Bank) after receipt by Bank. Bank will only return original remittance materials received in a lockbox to Client if Client's lockbox instructions direct Bank to return those materials. Client agrees that Bank is not liable for loss, theft, or damage to such materials after they leave Bank's possession, if they are mailed to Client's address indicated in Bank's records or delivered to Client's agent or a courier. Once Bank destroys the original remittance materials, the images of that Bank may capture during processing will be the only source of information about their contents and although Bank may retain images for a certain period of time to comply with internal document retention requirements, Client will only have access to such images if Client selects one of Bank's image services. Client agrees that Bank will have no liability for any missing image, or if any image Bank captures is not legible, or if Client fails to subscribe to one of Bank's image services and thus does not have access to image items and materials received into Client's lockbox.
7. Affiliate Deposits. If Client has not given Bank an acceptable payee list, Client represents and warrants to Bank that Client has the authority to endorse and deposit each item received in Client's lockbox into Client's account(s), even if the payee name on an item is not Client's name as shown in Bank's records. In addition, if Client has given Bank an acceptable payee list, Client represents and warrants to Bank that if any name on that list is a separate legal entity (rather than merely a "d/b/a" or trade name that Client uses), that Client has authority from that entity to have items payable to the entity endorsed and deposited into Client's account(s). Client agrees to provide Bank with satisfactory evidence of such authority upon request.
8. Termination. If a Lockbox service is terminated for any reason, then Bank will complete the processing of items Bank received prior to the termination date. Upon request, Bank will forward mail for up to 90 days. After that time, Client may elect to extend the forwarding period for up to nine months (additional fees will apply to this service) or Bank will return mail to the sender. The lockbox billing account must remain open and active during the mail forwarding period as account maintenance fees will continue to apply. If Client implements image archival services as part of Client's Image Browser service and Client's Image Browser service is later terminated, upon request from Client made at the time of termination, a historical CD ROM(s) or DVD(s) may be generated based on the extent of images remaining per Client's archive duration (example: archive duration is 90 days but active for more than 1 year, images available will equal last 90 days of storage); additional fees will apply.
9. Online Decisioning/Web Exceptions. Online Decisioning (available for Wholesale Lockbox service) and Web Exceptions (available for Retail Lockbox service) are optional features of Lockbox services. Online Decisioning/Web Exceptions is a decisioning and data entry tool that allows Client to make processing decisions for lockbox exception items, and to input remittance data online. Client's lockbox exception items will be presented to Client, identifying the first reason code that caused the item to reject. Client may then use Online Decisioning/Web Exceptions to have each item forwarded to Client, or have each item processed by Bank for deposit. If Client fails to decision any item by Client's daily processing deadline, it will be rejected unless Bank, in Bank's sole discretion, has offered to allow Client to elect to holdover items not processed by daily cut-off time. If the holdover feature is utilized, Client will hold Bank harmless for any delay in processing applicable negotiable instruments and any associated remittance. The holdover feature may not be offered to all Clients.
10. Payment Card Transaction Handling. At Client's option, Bank will process payment card remittances sent to Client's lockbox. If Client selects this option, Client appoints Bank as Client's agent for purposes of processing payment card transactions and submitting transactions to Client's merchant processor for authorization, and Client agrees to provide Bank with all information required to access the merchant processor's authorization system. Client will hold Bank harmless from any and all claims asserted by Client's merchant processor that arise from an allegation that (i) Client does not have the authority to appoint Bank as Client's agent, or (ii) Client does not have the authority to grant Bank access to Client's merchant processor's system. Client will be solely responsible for notifying Client's merchant processor that Client has appointed Bank as Client's agent. Alternatively, as available in some processing locations, Client may request that Bank image Client's credit card payments but not authorize the transactions; Bank will use reasonable efforts to attempt to redact the CVV or CVC information on the remitted documents prior to imaging but shall have no liability to Client if Bank fails to redact any such information.
11. Long Term Retention of CD Rom and DVD. If Client receives an Image CD ROM or Image DVD (on a regular basis or as a one-time delivery of historical lockbox materials), Client should regularly download data to Client's own long-term storage/retention system in order to meet Client's retention requirements. Client should not rely on the CD ROM or DVD for



long-term retention of the data, as viewing software may become unavailable or obsolete and the associated encryption key(s) unable to be retrieved or reproduced.

Wire Service

Wire Service. Wires transfers initiated through one of the treasury management services governed by this Agreement are subject to the Truist Wire Agreement, in addition to the terms and conditions for the treasury management service used to initiate the wire transfer. The Truist Wire Agreement is included herein and is also available at [insert website]. In the event of any conflict between the version of the Truist Wire Agreement included herein, and the Truist Wire Agreement posted online, the version of the agreement posted online shall control.

Truist Wire Agreement

This Truist Wire Agreement is made by and between Truist Bank ("Bank") and Client (as defined below). This Agreement shall govern all funds transfers initiated via the following methods or services, according to the terms herein: Corporate Call, Retail PIN, Drawdown Wire, Standing Order Wire, and wires initiated through one of Bank's treasury management services governed by the Truist Treasury Management Agreement. Each of these methods or services is referred to herein as a "Wire Service", and any documentation relating to a Wire Service (including but not limited to the Truist Treasury Management Agreement, another service agreement, implementation form, or other document providing service and account elections and details relating to wire transfers to be initiated via the Wire Service) is referred to herein as a "Wire Document". Client agrees to the terms of this Agreement by executing a Wire Document and/or requesting a Wire Service that is subject to the terms of this Agreement. Any wire initiated through a Wire Service shall be subject to the terms of this Agreement as well as the terms of the applicable Wire Document. The terms of Bank's Bank Services Agreement ("BSA") or Commercial Bank Services agreement ("CBSA"), as applicable to the Account used for wire initiation, are incorporated into this Agreement by reference, and shall apply to each wire initiated through a Wire Service and any claims or disputes that arise out of this Agreement, including but not limited to BSA or CBSA provisions regarding the mutual arbitration agreement, jury trial and litigation class action waiver, duty of care, costs, expenses, fees, applicable law, and jurisdiction. In the event of a conflict between the CBSA or BSA and this Agreement, the terms of this Agreement shall control.

1. Definitions. The following are defined terms:
 - a. "Account" means the account(s) designated by Client on a Wire Document(s) to be used as the source of payment for Payment Orders.
 - b. "Authorized Sender" means a person designated by Client on a Wire Document, and any user entitled by an administrator or otherwise within the Wire Service, who is authorized to initiate, submit and/or verify Payment Orders and Instructions to Bank. The term Authorized Sender when used herein includes "Authorized Representatives" designated on a Corporate Call or Retail PIN Wire Service Details and Authorized Representatives agreement.
 - c. "Confirmation" means any notice (oral, written, electronic, or otherwise) informing Client of the date and amount of each Transfer to or from an Account.
 - d. "Client" means the individual or entity that has executed a Wire Document and will use one or more or Wire Services for wire initiation that is governed by this Agreement.
 - e. "Instructions" means the Transfer related directions given by an Authorized Sender to Bank, including amendments or cancellations of Payment Orders. Instructions will be provided pursuant to the terms of the applicable Wire Document.
 - f. "Payment Order" means a request (oral, written, or electronic) from an Authorized Sender directing Bank to initiate a Transfer from an Account.
 - g. "International Payment Order" means a Payment Order in which the beneficiary's bank is located outside of the United States.
 - h. "Repetitive Transfers" mean Transfers initiated by Payment Orders in which the debit and beneficiary information, designated by Client on its Corporate Call Repetitive agreement or Retail PIN Repetitive agreement, remains constant, but the date and dollar amount vary; Transfers are initiated using a Repetitive Code.
 - i. "Standing Order Transfers" mean Transfers made as ordered by Client on a Standing Order Wire agreement, in which the debit and beneficiary information remain constant, and the frequency and amount of the Transfer are according to the instructions on the Standing Order Wire agreement.

- j. "Drawdown Wires" mean Transfers made as ordered and agreed to by Client on a Drawdown Wire agreement, authorizing another institution to transfer funds from Client's account at the Bank.
 - k. "Statement" means Client's periodic Account statement.
 - l. "Transfer" means a transfer of funds by Fedwire, SWIFT, CHIPS, telex, computer terminal, electronic, or other means, but excluding transfers made through the ACH network or Real-Time Payments network.
2. Authorized Sender. Authorized Senders may provide Payment Orders and Instructions to Bank.
 3. Client Signature. A Wire Document may be signed manually or electronically according to Bank's instructions. A duplicate or copy of any manually or electronically signed Wire Document delivered to Bank through facsimile or email attachment shall be as effective and enforceable as an original manually signed agreement. A digital, electronic or photostatic image of any such signed Wire Document maintained in Bank's record retention system shall be as effective and enforceable as an original manually signed agreement. Client consents to the use of electronic records and signatures with respect to Client's use of any Wire Service.
 4. Form of Instructions. Bank may act upon Payment Orders or Instructions. Any Payment Order or Instruction which does not comply with Bank's procedures, or which exceeds the available balance of the funds on deposit in an Account may be canceled from Bank's wire system without notice to Client or liability to Bank.
 - a. Special Instructions. Client may elect to authorize Repetitive Transfers for Retail PIN Wire Service by executing a Retail PIN Repetitive agreement, or for Corporate Call Wire Service by executing a Corporate Call Repetitive agreement. Bank's assignment of a Repetitive Code for Repetitive Transfers is not a security procedure as such term is used herein. Client may also elect to authorize a Standing Order Transfer by executing a Standing Order Wire agreement. Client may make arrangement with another financial institution to debit an Account by means of a drawdown instruction by executing a Drawdown Wire agreement. Bank shall be under no obligation to comply with any drawdown request or make any transfer which would exceed the balance of available fund on the deposit in the Account. Client agrees that any drawdown request must be received by Bank prior to Bank's established cut-off time; drawdown requests received after that time may be refused.
 - b. Electronic Instructions. If Bank accepts Client's election to initiate Payment Orders and Instructions from Client's electronic access system, Client shall be responsible for the security and confidentiality of Client's system and for the accuracy and completeness of any data received by Bank.
 5. Processing Transfers. Bank may select any means for the transmission of funds which it considers suitable, including but not limited to Bank's own internal systems. Bank may use any of its domestic or foreign correspondent banks to facilitate or effect payment. Bank may also substitute or insert a routing number of an intermediary or beneficiary bank provided by Client in a Payment Order, if such substitution is necessary for the means of transmission used, provided that the substituted or inserted routing number identifies the same intermediary or beneficiary bank included in the Payment Order.

Bank may, in its sole discretion, verify or authenticate any Payment Order or Instruction by contacting Client by telephone or by any other means deemed reasonable by Bank, but Bank is under no obligation to do so. If Bank is unable to verify or authenticate a Payment Order or Instruction, it is within the Bank's sole discretion to either effect or refuse such Payment Order or Instruction.

Bank may cancel the Transfer without notice or liability to Client if (i) the request does not comply with Bank's procedures, (ii) Bank reasonably believes the transfer is prohibited by applicable law, (iii) the Transfer exceeds the available balance of funds in the Account, (iv) Bank attempts to verify a Payment Order and is unable to do so, or (v) as otherwise provided in this Agreement.
 6. Funding Obligations. Client is responsible for ensuring that there are sufficient collected and available funds in the Account to satisfy all Payment Orders and other debits which may be presented on a given day. Bank may handle Client's Payment Orders with other debits for the day in any order chosen by Bank, in Bank's sole discretion. If funds are insufficient to cover all debits, this may result in rejection or cancellation of the Payment Order, delay in execution until sufficient funds are available, or the creation or increase of an overdraft in the Account.
 7. Confirmations and Duty to Report Errors. The date and amount of each Transfer are described on the applicable Statement. Bank may also deliver Confirmations to Client in writing, electronically, or by a report produced by one of Bank's information reporting services, and/or as otherwise described in the applicable Wire Document. Bank will not deliver next day notice of receipt of incoming Transfers. Client shall examine upon receipt, but in no event later than 30 days after receipt, any Statement or Confirmation (whichever first occurs) and notify Bank of errors or discrepancies in connection with a Transfer shown on the Statement or Confirmation. Failure to notify Bank of any error within such 30-day time period shall relieve Bank of all liability for the any unauthorized or erroneous Transfers reflected in such Statement or Confirmation.

8. Corporate Call and Retail PIN Wire Services. Corporate Call and Retail PIN Wire Services are funds transfer services that are available through the use of a phone to an interactive voice response (IVR) solution. Corporate Call is offered to business Accounts, and Retail PIN is offered to consumer Accounts. The terms of the applicable Wire Document(s) for Corporate Call or Retail PIN govern the use of the service in addition to the terms of this Agreement.
9. Amendment or Cancellation of Payment Orders. Any Instruction canceling or amending a Payment Order is not effective unless Bank has received such Instruction at a time and in a manner affording Bank a reasonable opportunity to act before processing the Transfer. Client may not be able to cancel or amend a Transfer after it is processed by Bank. However, Bank may, at its discretion, use reasonable efforts to act on an Instruction for cancellation or amendment. If Client requests that Bank attempt to recover a Transfer, Client may be required to deposit funds with Bank or provide other payment assurances that are satisfactory to Bank to cover the cost, expense, charges, and/or attorneys' fees incurred by Bank in its recovery attempt, and Client agrees to indemnify and hold Bank harmless from any and all liabilities, costs and expenses Bank may incur in attempting to recall or amend a processed Transfer. Bank's attempt to recover funds shall not be an acceptance of responsibility for the completed Transfer. Bank does not guarantee the recovery of all or any part of a Transfer, and any expenses of Bank or its correspondent bank relating to the recall or return of funds shall be deducted from the amount of the returned funds. In the event Bank receives the return of funds in a currency other than U.S. Dollars, the funds will be converted by Bank into U.S. Dollars at Bank's current buying rate for that currency on the date of return. Bank shall not be liable for any resulting exchange losses.
10. Deadlines. Bank maintains deadlines for the receipt of Payment Orders and Instructions, including cancellations and amendments, and such deadlines are subject to change at the sole discretion of Bank. Payment Orders and Instructions received after the deadline shall be treated as received on the next banking day. Bank may, in its sole discretion, execute Payment Orders received after the deadline on that same banking day only as an accommodation to Client.
11. Security Procedures. The security procedures Bank offers to Client are designed to control access to the Wire Services and verify the authenticity of instructions provided to Bank. The security procedures are not designed to detect errors in the content of Payment Orders or Instructions transmitted to Bank, including but not limited to intended account numbers of Client, account numbers not belonging to the name of recipient, and erroneous or fraudulent instructions provided to Client by another party. The security procedures for Wire Services are described below. Client agrees that use of the applicable Wire Service constitutes acceptance of the below security procedures and agrees that the security procedures are commercially reasonable for Client's use of the Wire Service, including the size, type and frequency of any possible Transfers that may be initiated from an Account that is associated with the Wire Service now or in the future. Client agrees to be bound by, and Bank is authorized to rely and act upon, all Payment Orders accepted by Bank in good faith and in compliance with the applicable security procedures, whether or not Client (or a user, administrator, or Authorized Sender of Client) actually gave Bank those instructions. Client agrees to comply with additional security procedures that may be implemented by Bank for a particular Wire Service from time to time.

Client is responsible for controlling access to and maintaining the confidentiality of the details related to the security procedures and Client must immediately report to Bank as soon as Client becomes aware of any (i) suspected breach of that confidentiality, (ii) compromise of any security procedure, or (iii) need to revoke any access credentials or authorization codes. Client's failure to control access to and maintain confidentiality of the security procedures, or failure to notify Bank as required herein, may result in improper use of the security procedures to initiate or access a Wire Service or initiate Transfers. Subject to applicable law, Client shall be responsible for any transaction or losses relating to access to a Wire Service resulting from such improper use of security procedures, provided Bank has complied with its obligations herein, and Client agrees that Bank shall have no liability for any loss, claim or damage Client sustains as a result of the improper use of the security procedures.

- a. Security Procedures for Transfers initiated via a Treasury Management Service. For Transfers initiated via a treasury management service governed by the Truist Treasury Management Agreement, the security procedures applicable to logging on to/accessing the service (such as valid access credentials and/or authorization codes or tokens), as well as security procedures applicable to wire transactions within the service (such as dual approval and/or authorization codes or tokens required to release a transaction for processing) apply to Transfers initiated via that treasury management service.
- b. Security Procedures Applicable to Corporate Call and Retail PIN. Transfers initiated via Corporate Call or Retail PIN Client require the following verification elements items (i), (ii), (iii) and if required by Bank in Bank's discretion or by Client per elections made within the applicable Wire Document, item (iv).
 - i. Profile ID – 6-digit numerical ID emailed to Client's Authorized Representatives by Bank,

- ii. Personal Identification Number (PIN) - assigned by Bank's system to Client (temporary PIN will be sent via U.S. Mail to each Authorized Representative; the PIN must be activated and changed to a confidential PIN within 90 days after receipt),
- iii. Dynamic Passcode via Email or Mobile Phone – one-time verification passcodes, and
- iv. Wire Verification via Telephone Call Back – by Client to Bank may be required.

If the Dynamic Passcode delivery method selected is mobile phone, applicable to US dialing only, then one SMS message containing a dynamic passcode is sent per Payment Order. Client may call 800-774-8179 for additional information or help with the mobile phone Dynamic Passcode delivery option, including to obtain instructions to stop enrollment in SMS messages.

12. Recording. Client consents to Bank recording telephone calls, including, without limitation, Payment Orders and Instructions. Client assumes the responsibility for obtaining the consent of the Authorized Senders for these recordings. The recordings made shall be conclusive confirmation of Payment Orders and Instructions. Client acknowledges that not all calls will be recorded.
13. International Transfers. If the amount transferred is of a currency other than that of the country to which it is transferred, it shall be payable to the payee (beneficiary) in the currency of the specified country at the then buying rate, unless the payee arranges otherwise with the paying bank and/or deposit bank and pays all its charges in connection therewith.
 - a. For International Transfers (Remittance Transfers) From a Consumer Account. Bank may in its discretion decline to comply with Client's request to use a particular intermediary or pay through bank and may substitute a correspondent bank of Bank's choosing. Client may cancel a transfer for a full refund within 30 minutes of payment for the Transfer, provided that the Instruction to cancel enables Bank to identify the sender's name and address or telephone number and the particular transfer to be canceled, and the transferred funds have not been picked up by the recipient or deposited into an account of the recipient. Other than this thirty-minute right of cancellation, Client may not be able to recall or amend a Transfer after it is processed by Bank and other applicable provisions of this Section shall apply. If Client believes there is an error with respect to the Transfer, Client must notify Bank (by calling 844-4TRUIST / 844-487-8478) within 180 days of the Availability Date set forth on the receipt provided to Client. Failure to notify Bank within the 180-day time period shall relieve Bank of all liability for the Transfer. Client can also contact Bank for a written explanation of Client's rights.
 - b. For International Transfers from a Non-Consumer Account. Bank or any correspondent or intermediary bank reserves the right to convert the amount of any Transfer to a local (generally beneficiary's country) currency prior to executing the Transfer. In the event Client designates an Intermediary Bank in Client's Payment Order, Bank will first send the Transfer to Bank's correspondent bank, and such correspondent bank will then route the Transfer to Client's designated Intermediary Bank. Bank may not offer foreign currency Payment Orders in a particular foreign currency, at Bank's discretion.
 - c. Foreign Currency Conversion Opt Out. If an Opt Out election is not made for an Account per an applicable Wire Document, Bank reserves the right, at its option to convert or instruct Bank's correspondent (a bank with which Truist has a relationship for the purpose of sending international wires) to convert any U.S. Dollar- denominated international Payment Order from the Account to the currency of the country in which the beneficiary's bank is located. If the Opt Out election is made for an Account, international Transfers initiated from the Account will be sent by Bank in the currency specified in Client's Payment Order (but note that funds may be converted to another currency by a subsequent intermediary bank or the beneficiary bank). If Client does not specify a currency for international Payment Orders, the Transfer will be processed in U.S. Dollars. If an Opt Out election is made for an Account, this election will apply to all Transfers from such Account, by any initiation method or channel. If Client desires to ensure that Bank executes an International Payment Order in a currency other than U.S. Dollars, then Client should denominate that International Payment Order in the desired currency.
 - d. Payment Protection - Bene-deduct (debit) Exemption. It is customary for correspondent banks (banks with which Truist has a relationship for the purpose of sending international Transfers) and/or additional intermediary banks which facilitate the delivery of Transfers to the beneficiary's bank to assess and deduct charges from the principal amount of the Transfer. If Client selects the Exemption for an Account per an applicable Wire Document, Transfers from the Account will be exempt from the deduction of charges by Bank's. However, note that an intermediary bank or the beneficiary's bank may still take a deduction from the payment to the beneficiary, so the Exemption selected for an Account may not prevent all deductions from the payment to the beneficiary. If the Exemption is selected for an Account, it will apply to all Transfers from such Account, by any initiation method or channel.

- e. Conversion Cap. For foreign currency international Payment Orders that exceed an amount (the "Conversion Cap") set by Bank, Client must obtain a Contract ID before the Transfer can be processed. Contract IDs are offered at Bank's discretion and may not be available for all foreign currency Payment Orders. Client can obtain a Contract ID or request the current Conversion Cap amount by contacting Bank at the following numbers:
 - i. For Retail PIN Wire Service: 844-4TRUIST / 844-487-8478
 - ii. For all other Wire Services: 800-774-8179
14. Name and Account Number Inconsistency; Erroneous Instructions. Client acknowledges and agrees that Client is solely responsible for the accuracy of Payment Orders provided to Bank. If a Payment Order inconsistently describes the beneficiary, beneficiary's bank, or intermediary bank by name and number, payment might be made by the intermediary or beneficiary's bank on the basis of the number even if the number identifies a person or bank other than the named beneficiary or bank. Client shall be responsible for any loss associated with such inconsistency and agrees that its obligation to pay the amount of the Transfer to Bank is not excused in such circumstances.
15. Liability.
 - a. Duty of Reasonable Care. Bank shall exercise good faith and reasonable care in performing the Wire Services. Client shall exercise good faith and reasonable care in observing and maintaining security procedures, in communicating Payment Orders and Instructions to Bank and in reviewing Statements and Confirmations for errors. Client is responsible for ensuring the accuracy of all information contained in a Payment Order, and Bank has no duty whatsoever to verify the accuracy of any Payment Order, nor will Bank be liable for losses or damages arising out of Payment Orders containing inaccurate or incorrect information.
 - b. Limitation of Liability. Bank's liability for a Transfer shall be limited to errors or delays in the Transfer per applicable law and Bank shall not be liable in any case for any special, indirect, exemplary, or consequential damages (including lost profits) of any kind. Bank is not responsible for performance failure as a result of an interruption in transfer facilities, labor disputes, power failures, equipment malfunctions, suspension of payment by another bank, errors by another bank, refusal or delay by another bank to accept the Transfer, acts of war or terrorism, regulatory or emergency conditions, fire, earthquake, or other circumstances outside of Bank's control.

Client will hold Bank harmless (a) if Bank acts in accordance with Payment Orders and Instructions, including, but not limited to, amendments or cancellations; (b) if Bank attempts to recover funds upon Client's request; (c) for any loss resulting from the unauthorized access to or use of applicable security procedures; or (d) for any matters referenced in this Agreement for which Client has responsibility.

Except as otherwise required by applicable law, any damages or other compensation due Client resulting from Bank's negligence shall be limited to interest on the funds at issue at the federal funds rate paid by Bank at the close of business on each day the error or delay remains uncorrected; provided, however, if Bank is unable to recover the funds from the transferee who has no claim to all or any portion of the funds erroneously transferred as a result of the Bank's negligence, Bank shall be liable for Client's actual loss, not to exceed the amount of funds which Bank is unable to recover, plus interest at the rate described above.
16. Fees. Client shall pay all fees and charges which Bank may, from time to time, impose for the performance of Wire Services subject to this Agreement. In addition, Client shall reimburse Bank for all out-of-pocket expenses incurred by Bank in effecting Payment Orders and Instructions, including cancellations, amendments and attempted recoveries, and Client shall be responsible for payment of all fees and charges of each correspondent or intermediary bank which facilitates a Transfer or payment. It is customary that such fees and charges are assessed and withheld from the amount of the Transfer or if assessed to Bank, passed on to Client. Client hereby authorizes Bank to instruct any correspondent or intermediary bank to obtain payment of its charges by withholding such charges from the amount of the Transfer.
17. Notices. For Wire Services subject to the Truist Treasury Management Agreement, notices shall be provided pursuant to the notice provisions in that agreement. For Standing Order Wire, Drawdown Wire, Corporate Call, and Retail PIN, notices shall be provided pursuant to the notice provisions in the BSA or CBSA, as applicable.
18. Amendment and Termination. This Agreement may be amended by Bank from time to time by prior written notice to Client. Any use of Wire Services subject to this Agreement Client's receipt of the notice shall constitute acceptance of the terms of the amendment. Either party may terminate this Agreement by giving 30 days prior written notice to the other party. Bank may terminate this Agreement immediately, without prior notice to Client, if (a) the Account(s) has no annual activity or has been closed; or (b) in the good faith opinion of Bank, Client is involved in potentially illegal or unethical business practices or is financially unstable, or the prospect of Client's payment or performance has been impaired.

19. Miscellaneous. This Agreement shall be binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns, by merger or otherwise. If any provision of this Agreement shall be declared invalid or unenforceable, said provision shall be ineffective to the extent it is invalid, without in any way affecting the remaining provisions of this Agreement. In addition to the applicable law provisions of the BSA or CBSA, the rights, duties and liabilities of Bank and Client shall be subject to, and Client agrees to comply with, as applicable, federal laws, Federal Reserve Bank operating circulars, Federal Reserve Board regulations, Consumer Financial Protection Board regulations, regulations and requirements of the Clearing House Interbank Payments System (CHIPS) and/or the Society for World Interbank Financial Telecommunication (SWIFT).

Zero Balance Account Service

1. Description of Zero Balance Account Service. The Zero Balance Account ("ZBA") service allows Client to manage cash flow by aggregating debit and credit entries from one or more zero balance or "subsidiary" accounts to a master account on a daily basis.
2. Daily Posting and Funding. Designated subsidiary accounts, their associated master accounts, and any super master accounts (if any) will be reflected in the Treasury Request Confirmation for ZBA service. Client may designate a target ledger balance for a subsidiary account, and such designation will also be reflected in the Treasury Request Confirmation. At the end of each banking day, Bank will transfer all debit and credit entries that were posted to a subsidiary account that banking day to the master account associated with that subsidiary account, so that each subsidiary account will have a zero ledger balance (or the target ledger balance, if applicable) at the end of each banking day. Bank will post to the relevant master account a single entry equal to the net debit or credit activity in each subsidiary account. When Bank posts these entries to a master account, offsetting entries will also be posted to the relevant subsidiary account. Client agrees to maintain sufficient available balances at all times in each master account to cover any debit activity (and any target ledger balances) of all subsidiary accounts funded by that master account as well as any debits presented directly against that master account. At its option, Bank may pay, but is not obligated to pay checks, drafts, withdrawal requests or other debits presented against a master account or a subsidiary account unless the applicable master account contains sufficient funds. At its option, Bank may, but is not obligated to, return any debits presented against a subsidiary account in the event Bank reasonably believes that the applicable master account does contain sufficient funds. In the event payment of any debits presented against a subsidiary account results in an overdraft in a master account, or if the master account does not contain sufficient funds to bring the balance of the subsidiary account(s) to zero at the end of a banking day, Client is obligated to immediately submit funds to Bank to repay any overdraft amount pursuant to the terms of the CBSA, without notice or demand. If Bank receives a writ of garnishment or levy seeking funds in a subsidiary account, Client agrees that Bank shall have the right, in its sole discretion, to (a) freeze and/or place a hold on any master or super master account(s) in an amount equal to the amount sought by the garnishor until the writ of garnishment is satisfied or in an amount as otherwise required by law, and/or (b) pay the full amount sought by the writ of garnishment using funds from any master or super master account(s); provided, further, that Bank may take these actions whether or not the ownership and/or designated representatives of the subsidiary account are the same as those for the master account. Regarding a garnishment or levy, Client further agrees that (c) Bank may collect its fees for garnishment or levy against any master, super master, or subsidiary account when the garnishment or levy is received and may offset these fees before honoring any garnishment or levy, and (d) Bank will not be liable for any hold or freeze placed on any master, super master, or subsidiary account.
3. Super Master Accounts. If Client has identified one or more "super master accounts", any master account funded by the super master account will be treated as a subsidiary account of that super master account.
4. Duration and Changing of Options. Once Bank has implemented the ZBA service according to Client's instructions, Bank will post the net amount of all debits and credits from each subsidiary account to the relevant master account in accordance with such instructions until (a) Client's use of the ZBA service is terminated or (b) Client provides modified instructions to Bank and Bank has had a reasonable time to act on such instructions.

Resolution No. _____

Exhibit D

City Resolution

Resolution No. _____

Exhibit E

Bank Resolution

September 25, 2025
Item No. 7.5.
Security Services

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action approving a contract for security services with TNT Security Solutions, LLC. at designated city facilities and events for an amount not to exceed \$160,000.

Relationship to Strategic Goals:

Financially Sustainable City
Core Services and Infrastructure

Recommendation(s): Staff recommends award to TNT Security Solutions, LLC.

Summary: On July 31st, Purchasing Staff formally solicited proposal responses for RFP 25-065 Professional Security Guard Services. Five (5) proposals were received, one of which was considered unresponsive due to the lack of required documentation submitted per the RFP requirements. The four (4) proposals remaining were then reviewed, evaluated and ranked by the Evaluation Committee which consisted of members from the PD, Economic Development, Northgate District and Parks and Recreation departments. TNT Security Solutions, LLC. was the top ranked based upon the RFP weighted evaluation criteria.

Upon Council approval a not to exceed blanket purchase order will be issued for City departments to use on an as needed basis. This is a one-year contract with two (2) additional one (1) year terms [for a total of three (3) years.

Budget & Financial Summary: Funds are budgeted and available in the department's budget.

Attachments:

1. Final Ranking 25-076
2. 25300479 TNT Security Solutions LLC 9.25.25

REQUEST FOR PROPOSALS NO. 25-076
PROFESSIONAL SECURITY GUARD SERVICES
COMBINED RANKINGS

EVALUATION CRITERIA	MAXIMUM POINTS	American Global Security, Inc.	TNT Security Solutions, LLC	Triumph Protection Group	Blue Star Security LLC
Qualifications and Experience	30	25	30	26	23.125
Rates and Expenses	20	17.5	14.25	19.5	14.5
Methodology	20	16.25	20	18.25	10.25
Plan and Strategy for Performing Services	20	17.25	19.75	13.75	11.5
References	10	8.25	10	8	7.25
TOTAL POINTS	100	84.25	94	85.5	66.625
RANKING		3	1	2	4



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300479 PROJECT #: N/A BID/RFP/RFQ#: 25-076

Project Name / Contract Description: Professional Security Guard Services

As described in RFP 25-076

Name of Contractor: TNT Security Solutions, LLC

CONTRACT TOTAL VALUE: \$ 160,000 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

On July 31st., proposals were received for Professional Security Guard Services as requested by City departments for deployment at designated facilities and events. Proposals were reviewed, evaluated and ranked by the Evaluation Committee and TNT Security Solutions, LLC was the top ranked based upon the RFP weighted evaluation criteria. This contract will be for a not to exceed and funding will come from City departments requesting security services.

(If required)*

CRC Approval Date*: N/A **Council Approval Date*:** 09/25/25 **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

<u>Michael DeHaven</u>	<u>9/15/2025</u>
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT	DATE
<u>[Signature]</u>	<u>9/15/2025</u>
ASST CITY MGR – CFO	DATE
<u>David Purnell</u>	<u>9/15/2025</u>
LEGAL DEPARTMENT	DATE

APPROVED & EXECUTED

<u> </u>	<u> </u>
CITY MANAGER	DATE
<u>N/A</u>	<u> </u>
MAYOR (if applicable)	DATE
<u>N/A</u>	<u> </u>
CITY SECRETARY (if applicable)	DATE

9.12.23 UPDATED

CITY OF COLLEGE STATION GENERAL SERVICES CONTRACT

This **General Services Contract** (“Contract”) is executed by and between the **City of College Station, Texas**, a Texas-Home-Rule Municipal Corporation (“City”) and **TNT Security Solutions, LLC** (“Contractor”), collectively referred as the Parties, for the following project, Professional Security Guard Services; as described in RFP 25-076, and pursuant to the promises, representations, warranties, obligations, and consideration herein described, including monetary and non-monetary consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I PAYMENT, TERM, SPECIAL DEFINITIONS, AND INTERPRETATION

1.1 Consideration. In consideration for the services and work performed in the Scope of Services/Work see **Exhibit A** (Scope of Services or Work) and Contractor’s Completion of work in conformity with this Contract, as well as the non-monetary consideration in the form of the Contractor’s representations, warranties, promises, and obligations contained in this Contract, the City shall pay the Contractor an amount not to exceed **One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00)**.

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

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

1.4 Term. The initial term of the Contract is for one (1) year with the potential option to renew for two (2) additional one (1) year terms for a total of three (3) years; however, it is expressly required that the Parties must mutually agree in writing (through the execution of a subsequent amendment or other revision of this Contract) to approve any renewal of this Contract.

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

1.6 Special Definitions. Unless specially defined in this Contract, words used in this Contract shall be interpreted according to their common usage or meaning to result in the most reasonable application. Unless otherwise designated, the following special definitions shall apply whether a term or phrase appears in capital letters or in bolded, italicized, or underlined print:

- (a) “Business Day”** means a day other than a Saturday, Sunday, or holiday recognized by the City, and unless described by this Contract as a “Business Day,” a “day” herein described shall mean a calendar day.

- (b) **“City”** means the City of College Station, Texas, a signing Party to this Contract, including its elected officials, appointed officials, officers, employees, representatives, agents, successors and permitted assigns.
- (c) **“City Council” or “Council”** means the City Council of the City of College Station, Texas, the governing body of the City.
- (d) **“City Manager”** means the City Manager of the City of College Station, Texas.
- (e) **“Contract” or “Agreement”** means this General Services Contract including all attached exhibits approved and executed by the signing Parties.
- (f) **“Contractor”** means the Contractor as described above, a signing Party to this Contract, including its directors, officers, members, managers, partners, employees, representatives, agents, subcontractors, successors, and permitted assigns.
- (g) **“Contractor Business Records”** means the business records created or maintained by the Contractor (or on its behalf) regarding the performance of this Contract that the City reasonably needs to inspect, copy, and review to determine Contractor compliance with this Contract.
- (h) **“Default”** means the conduct, act, or omission by a Party which constitutes a breach or violation of a duty, obligation, representation, or responsibility imposed on that Party by this Contract. Default is synonymous with material default as used in this Contract.
- (i) **“Insurance Coverage”** includes not only commercial insurance coverage but also risk pool coverage as allowed by law.
- (j) **“Party”** means a signing Party to this Agreement. The signing Parties to this Contract collectively are the City and the Contractor.
- (k) **“Project”** means the City’s project made the subject of this Contract, as defined by the Scope of Work or Services described in this Contract in **Exhibit A**.
- (l) **“Scope of Services or Work”** means the services, goods, and work described in this Contract for the City’s Project, as described in **Exhibit A**.

1.7 Interpretation.

- (a) Unless otherwise designated in this Contract, the past, present, or future tense shall each include the other, the masculine or feminine gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning.
- (b) All statements made in the preamble and preliminary recitals of this Contract and all attached documents are incorporated by reference. The following documents

are attached to this Contract as exhibits: **Exhibit A** – Scope of Services/Work; **Exhibit B** – Payment Schedule; and **Exhibit C** – Certificates of Insurance.

ARTICLE II CHANGE ORDER

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

- (a) **City Manager Approval.** When the original Contract amount plus all change orders is \$50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$50,000. A change order resulting in a revised Contract amount exceeding \$50,000 may be subject to additional statutory requirements as applicable; and

When the original Contract plus all change orders is greater than \$50,000 but less than \$100,000, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than \$100,000. For such contracts, when a change order results in a total Contract amount that exceeds \$100,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount; and

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

a timely basis all services or work to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III

INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.1 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services or Work. The Contractor shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the work or services. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work or services. In addition, at the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the work or services required by the Contract or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The City will not control the manner or the means of the Contractor's performance but shall be entitled to a work product as in the Scope of Services or Work. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

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

ARTICLE IV

INSURANCE

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

4.2 The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. More specifically, the following shall be required. Certificates of insurance evidencing the required insurance coverage policies are attached in **Exhibit C**. During the term of this Contract, Contractor's insurance policies shall meet the minimum requirements of this section.

4.3 Types. Contractor shall acquire and maintain for Contract duration the following types of insurance:

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

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

- (a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and delivered to the City in a timely manner according to this instrument.
- (b) Certificates of Insurance and endorsements shall be furnished and delivered to the City on the most current State of Texas Department of Insurance-approved forms to the City's Representative no later than 3 days before this instrument is submitted for final approval and execution by the City; shall be attached to this Contract as **Exhibit C**; and shall be approved by the City before work begins.
- (c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this 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.

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

- (a) General Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Limits of liability must be equal to or greater than \$1,000,000 per occurrence for death, bodily injury, and property damage, with an annual aggregate limit of \$2,000,000.00. Limits shall be endorsed to be per project.
- (d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance before the execution of this contract by the City.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

- (a) Business Automobile Liability insurance shall be written by a carrier rated “A:VIII” or better under the current A. M. Best Key Rating Guide.
- (b) Policies shall contain an endorsement listing the City as Additional Insured and further providing “primary and non-contributory” language with regard to self-insurance or any insurance the City may have or obtain.
- (c) Combined Single Limit of Liability not less than \$1,000,000 per occurrence for death, 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 operated by the Contractor on (i) City property, (ii) the job or work site associated with or related to the business purpose or Scope of Services/Work described by this Contract, (iii) any other property or road in performance of this contract.

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

- (a) Employer’s Liability minimum limits of liability not less than \$1,000,000 for each accident/each disease/each employee are required;
- (b) “Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04” shall be included in this policy; and
- (c) TEXAS must appear in Item 3A of the Workers’ Compensation coverage or Item 3C must contain the following: “All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY”.

ARTICLE V INDEMNIFICATION AND RELEASE

5.1 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys’ fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

5.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members,

officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party. There shall be no additional release other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VI GENERAL TERMS

6.1 Performance. Contractor, its officers, employees, associates, representatives, agents, subcontractors, successors, permitted assigns and other representatives expressly warrant and represent that they shall perform all the work and services described in the Scope of Services or Work in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor and its aforesaid representatives shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.2 Termination.

(a) **Termination for Convenience.** The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the work and services performed provided Contractor is not in default of this Contract. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work and services performed and expenses incurred before the date of termination, provided the Contractor is not in default of this contract.

(b) This **Contract** also may be terminated: (a) by the City upon a default committed by the Contractor; (b) by a subsequent written termination Contract executed with the mutual consent of the contracting Parties; and (c) at the conclusion of the Contract term, unless the Contract term is extended by a written amended Contract executed with the mutual consent of the contracting Parties as herein required.

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

6.4 Amendment. This Contract may only be amended by written instrument approved and executed by the Parties.

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

6.6 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 Act (IRCA) regarding the Contractor's performance, operations and activities pursuant to this Contract. 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. Nothing in this Contract shall be construed to alter or affect the obligation of the Contractor to comply with any applicable federal or Texas statute, rule, or regulation, and any applicable local ordinance, rule, or regulation regarding the performance of this Contract or the Contractor's operations and activities regarding the project made the subject of this Contract, and further, the parties would show that prior to the approval of this Contract by the City, the Contractor has submitted to the City: (a) a properly executed Form CIQ/Conflicts of Interest Questionnaire pursuant to Chapter 176 of the Texas Local Government Code; and (b) a properly executed Form 1295/Texas Ethics Commission Certificate of Interested Parties pursuant to Section 2252.908 of the Texas Government Code.

6.7 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 or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition. Also, no waiver of a default occurs if a non-defaulting Party fails to immediately declare a default or delays in taking any action regarding a default committed by a defaulting Party.

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

6.9 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.

6.10 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.

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

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

6.13 Effective Date. This Contract goes into effect when duly approved by all the parties hereto. The Effective Date is the date the last signing Party executes this Contract.

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

CITY OF COLLEGE STATION

Attn: Josie Urrutia
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
jurrutia@cstx.gov

TNT SECURITY SOLUTIONS, LLC

Attn: Tracy Laco
210 S. Magnolia St.
Hearne, TX 77859
tracy@tntsecuritysolutions.com

6.15 Governmental Immunity. This Contract is subject to the proper application of the doctrine of governmental immunity.

6.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity, and further, copies of this complete and fully executed Contract (including copies of signatures) shall have the same force and effect as an original.

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

6.18 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

- (a) **Boycott Israel.** If this Contract is for goods and services subject to § 2271.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;
- (b) **Boycott Firearms.** If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Contractor verifies that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association; and
- (c) **Boycott Energy Companies.** Subject to § 2276.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

6.19 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.

6.20 Default.

- (a) The City may declare a Default of this Contract if the Contractor commits a Default of this Contract and fails to cure the default during an authorized cure period as herein described.
- (b) If the City declares a Default of this Contract, it is agreed that the City may modify or terminate this Contract, and the City, in such event, shall be entitled to pursue all remedies allowed or authorized by law, equity, or this Contract.
- (c) The City shall notify the Contractor of a Default in writing, and the Parties agree as follows: (i) the default notice shall specify and reasonably explain the basis for the declaration of default; (ii) regarding an authorized opportunity to cure, the Contractor shall have 10 days from the receipt of the default notice to cure the default; (iii) where fulfillment of any obligation requires more than 10 days, the Contractor's performance shall be commenced within 10 days after the default notice receipt and such performance shall be diligently continued until the default is cured; and (iv) however, if such default cannot be cured, or cannot be cured within 45 days from the date of the default notice receipt, the Contractor shall be liable for and will promptly perform under this Contract and pay to the City within 60 days from receipt of the default notice all amounts due the City for the default as described in this Contract.
- (d) Should a Default be committed by the Contractor, the City may pursue and recover all remedies authorized by law, equity or this Contract, including: (i) termination of this Contract; (ii) litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; (iii) equitable relief or extraordinary relief, including all authorized injunction, specific performance, and mandamus relief; and (iv) all authorized remedies for the (a) recovery of all accrued monetary amounts due the City but not paid by the Contractor to the City under this Contract, and (b) recovery of the City's reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the City as allowed by law.
- (e) Should a Default be committed by the City, the Contractor may pursue and recover all remedies authorized by law, equity, or this Contract, including: (i) termination of this Contract; (ii) litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; (iii) equitable relief, specific performance, or extraordinary relief, including all authorized injunction and mandamus relief; and (iv) recovery of the reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the Contractor as allowed by law.

6.21 Alternative Dispute Resolution. No suit shall be filed by a Party regarding a dispute arising under or related to this Contract unless the Parties first attempt to submit the dispute to

mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary stated in this Contract, however, a Party may file suit solely for injunction or mandamus relief regarding an aforesaid dispute without first submitting that dispute to mediation. The mediation shall be held in Brazos County, Texas, within 30 days of a Party sending notice to the other Party requesting mediation, unless otherwise agreed in writing by the Parties. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Aggie Dispute Resolution Program, Texas A&M University School of Law, 1515 Commerce Street, Fort Worth, Texas 76102-6509, (800) 733-9529.

List of Exhibits

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

TNT SECURITY SOLUTIONS, LLC

By: Tracy Laco
Title: President

Printed Name: Tracy Laco
Date: 9/11/2025

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

David Purnell
City Attorney
Date: 9/15/2025

Jim Foster
Assistant City Manager/CFO
Date: 9/15/2025

EXHIBIT A
SCOPE OF SERVICES/WORK

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

This contract is for Professional Security Guard Services as described in RFP 25-076.

SCOPE OF WORK

The City of College Station is soliciting the services of a qualified security company to provide uniformed armed and unarmed security personnel, as requested by City departments, for deployment at designated facilities and events. Locations include, but are not limited to, the Northgate Parking Garage and 7-on-7 football tournaments held at Veterans Park and Athletic Complex.

All security personnel, armed and unarmed, must be properly attired in uniforms that display visible name tags, company-issued badges, and identifying patches. Security personnel shall have the capacity to communicate effectively with police and fire dispatch in the event of emergencies and must complete relevant incident or activity reports while on duty.

Based on operational needs, the City may request either a clearly identifiable uniformed presence or covert (non-uniformed) security. Guards serving in a covert capacity must carry valid identification and credentials, to be presented upon request.

Before assigning any individual, the selected security company (Contractor) shall certify that a comprehensive background check, which includes a criminal records check, verification of prior employment, drug screening by an independent laboratory and a check of character references, has been completed for each potential assignee.

Contractor is responsible for having security personnel present for all scheduled hours and is solely responsible for finding replacements or use back-ups for any situations arising such as sick days, no-shows, scheduling conflicts, or any other reason a Contractor's employee misses an assigned shift.

Armed personnel shall be tasked with protecting life and property, monitoring conduct, inspecting premises, managing vehicular traffic, and ensuring public safety throughout assigned operations. Armed guards must be either:

- A licensed peace officer certified by the Texas Commission on Law Enforcement (TCOLE), *preferred*; or
- A commissioned private security officer legally authorized to carry a firearm under Texas law.

These officers must be trained in all equipment used, including firearms, handcuffs, traffic control devices, and safety gear—and must be proficient in self-defense and temporary detainment procedures pending law enforcement intervention. Officers who are certified police personnel are expected to uphold and enforce local ordinances and state and federal laws in coordination with law enforcement partners.

Contractor is responsible for maintaining current licenses and permits, fulfilling all applicable renewal fees, and ensuring staff are fully trained as required by law. All armed personnel must possess active firearm certifications prior to assignment, and documentation must be submitted and approved by the City's designated representative. No exceptions will be granted.

Upon request, the Contractor may also be required to supply patrol vehicles that are appropriately marked and equipped with emergency lights and law enforcement-style insignia.

The City reserves the right to expand service coverage to additional facilities or events. City staff will coordinate directly with the Contractor to communicate expectations and requirements prior to deployment.

Failure of any security personnel to meet the standards established in this scope of work shall result in immediate dismissal from duty. In such cases, the Contractor must ensure a qualified replacement is available without delay.

NORTHGATE PARKING GARAGE – SECURITY POST EXPECTATIONS

Note: "TCOLE-certified peace officers are preferred and may be required at this location, based on operational needs."

Security officers assigned to the Northgate Parking Garage shall adhere to the following duties:

- **Enforce all applicable federal, state, and local laws**, ordinances, and regulations to preserve public order and ensure patron safety and comfort.
- **Maintain post readiness** by arriving properly uniformed and trained, reporting for duty promptly at 2300 hours and concluding shift at 0300 hours.
- **Authorized parking** is available either in City fleet-designated spaces or on the first-floor ramp islands.
- **Check out two handheld radios** from Northgate Division staff to ensure ongoing communication during the shift.
- **Promote public safety** by responding to emergencies, protecting property, and addressing disturbances.
- **Initiate law enforcement actions** as appropriate—including verbal warnings, citations, or arrests—in accordance with the severity of offenses.
- **Conduct random patrols** throughout the garage to deter loitering, fighting, littering, public urination, or other illicit activity. Officers shall observe and investigate any suspicious behavior.
- **Assist with traffic control** and implement rerouting if necessary.
- **Complete a final patrol sweep** at the end of each shift and submit a formal Police Shift Report documenting any notable incidents.

PARKS AND RECREATION – 7v7 TOURNAMENT SECURITY EXPECTATIONS

Note: “TCOLE-certified peace officers are preferred and may be required at this location, based on operational needs.”

Security personnel assigned to Parks and Recreation 7v7 events shall perform the following functions:

- **Enforce all applicable laws and ordinances** to ensure a secure and peaceful environment for athletes, attendees, and staff.
- **Ensure a safe operational space** through constant awareness, rapid emergency response, and positive public interaction.
- **Maintain a visible and professional presence** in high-traffic zones throughout the event duration.
- **Remain post-ready and properly trained**, actively working in their designated area in accordance with City expectations.
- **Support event staff** by addressing disruptive or unlawful behavior by patrons and assisting with de-escalation when needed.
- **Provide traffic and parking assistance** to maintain orderly ingress and egress for vehicles and attendees.
- **Engage courteously with patrons**, offering directions or assistance to enhance the visitor experience.
- **Oversee field security**, both during gameplay and post-event, ensuring the safety of facilities and participants.
- **Perform overnight security** for equipment and merchandise located on-site.

EXHIBIT B
PAYMENT SCHEDULE

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

-OR-

Payment is a fixed fee in the amount listed in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the services and written acceptance by the City. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

Schedule of Payment for each phase:

Contract Not to Exceed: \$160,000

Reference rate sheet attach

CITY OF COLLEGE STATION
RFP #25-076
RATES TABULATION
"Professional Security Guard Services"
RFP Opening: Thursday, July 31, 2025 @ 2:00 pm CT

BEST and FINAL OFFER

BEST and FINAL OFFER RFP #25-076		TNT Security Solutions, LLC	TNT Security Solutions, LLC
Option 1: Armed Security Guard		BAFO	Initial Response
1	Licensed Peace Officer		
	Regular Pay Hourly Rate	\$78.50	\$88.50
	Overtime Pay Hourly Rate	\$117.35	\$132.75
	Weekend Hourly Rate	\$87.35	\$97.35
	Site Supervisor (Armed)	\$100.52	\$100.52
	Holiday Pay Hourly Rate	\$117.75	\$132.75
	Emergency Call Out (Short Notice) Hourly Rate	\$144.22	\$144.22
2	Commisioned Security Peace Officer		
	Regular Pay Hourly Rate	\$40.50	\$40.50
	Overtime Pay Hourly Rate	\$60.75	\$60.75
	Weekend Hourly Rate	\$44.55	\$44.55
	Site Supervisor (Armed)	\$46.00	\$46.00
	Holiday Pay Hourly Rate	\$60.75	\$60.75
	Emergency Call Out (Short Notice) Hourly Rate	\$66.00	\$66.00
Option 2: Unarmed Security Guard			
	Regular Pay Hourly Rate	\$38.50	\$38.50
	Overtime Pay Hourly Rate	\$57.75	\$57.75
	Weekend Hourly Rate	\$42.35	\$42.35
	Site Supervisor (Unarmed)	\$44.00	\$44.00
	Holiday Pay Hourly Rate	\$57.75	\$57.75
	Emergency Call Out (Short Notice) Hourly Rate	\$63.00	\$63.00

Optional years a fixed 3% annual rate increase if the City decides to renew.

Company: TNT Security Solutions
Name: Tracy Lacox
Signature: Tracy Lacox

EXHIBIT C
CERTIFICATES OF INSURANCE



TNTSECU-01

TSOUTH1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/8/2025

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 Rollo Insurance Group, Inc 1500 Earl Rudder Freeway S College Station, TX 77840	CONTACT NAME:		
	PHONE (A/C, No, Ext): (979) 774-2800	FAX (A/C, No): (979) 774-2800	
INSURED TNT Security Solutions, LLC; BadgeHire, LLC 214 S Magnolia St Hearne, TX 77859	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Starstone National Insurance Company		25496
	INSURER B : Berkshire Hathaway Homestate Insurance Company		20044
	INSURER C : Texas Mutual Insurance Company		22945
	INSURER D :		
INSURER E :			
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			WSGL000300 01	11/10/2024	11/10/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 HNOA \$ 1,000,000
B	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			02APM043604-02	2/6/2025	2/6/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	0002113838	7/1/2025	7/1/2026	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

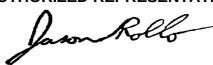
The general liability policy includes a blanket automatic additional insured provision that provides additional insured status to the certificate holder, when there is a written contract between the named insured and the certificate holder that requires such status and provided a waiver of subrogation when required by written contract.

All insurance is primary and non-contributory with respect to the state of Texas and its officers and employees.

Hired & Non-Owned Auto (HNOA) Coverage Limit: \$1,000,000 as stated on the certificate

CERTIFICATE HOLDER

CANCELLATION

City Of College Station 1101 Texas Ave. S. College Station, TX 77840	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

September 25, 2025

Item No. 7.6.

Resolution for the Office of the Attorney General (OAG) - Victim Coordinator and Liaison Grant (VCLG)

Sponsor: Billy Couch

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a resolution authorizing the chief of police to execute the application and any documents necessary to receive grant funding from the Office of the Attorney General of the State of Texas for the Victim Coordinator and Liaison Grant.

Relationship to Strategic Goals:

Good governance

Recommendation(s): Recommend approval of the resolution for the OAG-VCLG grant.

Summary: The purpose of the VCLG program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Liaisons in law enforcement agencies. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), Victim Liaisons are also expected to promote and educate the community and other professionals about victim rights and services to identify crime victims and provide or refer them to needed services.

Budget & Financial Summary: The Office of the Attorney General has granted the City of College Station \$49,500.00 to use for the purpose of funding the salary and benefits for the position of a Victim Liaison. This is our second time receiving the grant and the position is currently filled. Additional funding is being sought through a second grant and is expected to cover the remaining balance of the salary and benefits for this position. The grant will cover FY 26 and FY 27, providing the same amount each year towards the position.

Attachments:

1. OAG Victim Coordinator and Liaison Grant Resolution 9.25.25

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS AUTHORIZING THE POLICE CHIEF TO EXECUTE THE APPLICATION AND ANY DOCUMENTS NECESSARY TO RECEIVE GRANT FUNDING FROM THE OFFICE OF THE ATTORNEY GENERAL OF TEXAS FOR THE VICTIM COORDINATOR AND LIAISON GRANT.

LEGAL NAME OF APPLICANT: The City of College Station
REFERENCE ID NUMBER: 2026-8612131844

WHEREAS, the City of College Station has applied or wishes to apply to the Office of the Attorney General (OAG) for the following grant program (*initial one*):

_____ Other Victim Assistance Grant (OVAG)
_____ Victim Coordinator and Liaison Grant (VCLG); and

WHEREAS, the City Council of the City of College Station has considered and supports the Application filed or to be filed with the OAG; and

WHEREAS, the City of College Station has designated or has designated or wishes to designate the following individual as the “Authorized Official” who is given or has been given the power to apply for, accept, reject, alter, or terminate that certain grant with the OAG, as well as given the authority to sign all grant adjustment requests, inventory reports, progress reports and financial reports or any other official documents related to the grant on behalf of the grantee:

Name of Person Designated as “Authorized Official”: Billy Couch
Position Title: Chief of Police

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

PART 1: That the City Council has approved the submission of the application to the OAG, as well as the designation of the Authorized Official

ADOPTED this 25th Day of September, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

September 25, 2025
Item No. 8.1.
Historical Marker

Sponsor: Ross Brady, Chief of Staff

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the dedication of a historical marker granted by the Texas State Historical Commission.

Relationship to Strategic Goals:

Recommendation(s): Staff requests the Council provide direction on the preferred placement of the historical marker.

Summary: On behalf of the City, a group of citizens led by Sherry Frisk and Anne Boykin, requested a historical marker from the Texas State Historical Commission on the City's behalf. The request was made in 2022 and the marker was approved earlier this year. The City received the marker in July 2025.

Options for placement include 1) constructing a brick base at the edge of the plaza on the West side of City Hall or, 2) mounting the marker on a pilaster on the West side of City Hall, opposite the existing building dedication plaque.

Budget & Financial Summary:

Attachments:

None

September 25, 2025
Item No. 8.2.
SGA Presentation

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an update from representatives of the Texas A&M University (TAMU) Student Government Association (SGA).

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Staff recommends the Council listen to the presentation made by SGA representatives.

Summary: The Texas A&M University (TAMU) Student Government Association (SGA) appoints two liaisons to the City, one from the executive branch and one from the student senate. Staff meets regularly with these individuals, and they attend and speak at council meetings when topics of concern to the student body arise. Tonight's presentation is an opportunity for this year's SGA representatives to introduce themselves to the Council and outline their priorities for the year.

Budget & Financial Summary:

Attachments:

None

September 25, 2025
Item No. 8.3.
Pebble Creek Parkway Discussion

Sponsor: Jason Schubert

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding Pebble Creek Parkway as designated on the College Station Thoroughfare Plan.

Relationship to Strategic Goals:

- Improving Mobility
- Core Services & Infrastructure
- Neighborhood Integrity

Recommendation(s): Staff recommends that Council receive the presentation and provide direction to staff, if desired.

Summary: A discussion of Pebble Creek Parkway was requested as a future agenda item at the August 14, 2025 Council meeting. Residents of the Pebble Creek Subdivision have expressed concerns in recent years regarding the potential future widening and extension of Pebble Creek Parkway and the impact those could have on their neighborhood. These concerns were again voiced through the public engagement efforts of the Comprehensive Plan Evaluation & Report that has been underway this year. Residents started an online petition this summer seeking the removal of Pebble Creek Parkway from the City's Thoroughfare Plan. During the presentation, staff will provide background on the role of thoroughfares and other streets in meeting transportation needs, the history of Pebble Creek Parkway on the Thoroughfare Plan, and potential options that could be implemented.

Budget & Financial Summary:

Attachments:

None

September 25, 2025
Item No. 8.4.
Economic Development Master Plan Update

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: Economic Development Committee

Agenda Caption: Presentation, discussion, and possible action on an update on the Economic Development Master Plan.

Relationship to Strategic Goals:

- Diverse & Growing Economy

Recommendation(s): Staff recommends that the City Council receive the presentation and provide direction.

Summary: On May 8, 2025, the City Council approved a contract with TIP Strategies, Inc. to update the City's Economic Development Master Plan. As part of the project scope, TIP Strategies will conduct several in-person visits to College Station to:

- Engage stakeholders through interviews, focus groups, and workshops;
- Present preliminary findings to City Council based on stakeholder input; and
- Deliver the final plan in conjunction with an implementation workshop.

TIP Strategies staff visited College Station from June 25–27, conducting a series of focus group sessions aligned with key components of the plan. These sessions were supplemented by one-on-one meetings with local stakeholders. The visit also included an initial meeting with the plan's steering committee, which was formally established by City Council resolution on June 12, 2025.

With the initial stakeholder engagement phase and baseline and competitive analyses of the College Station community complete, TIP Strategies will present a summary of insights gathered from partners, business owners, and residents. This presentation will also outline proposed strategic focus areas as the planning process advances.

The final plan is expected to be completed and presented to City Council in January 2026.

Budget & Financial Summary: Total project cost will not exceed \$145,000. A one-time Service Level Adjustment of \$150,000 was included in the FY 2025 Budget for this project. Encumbered funds will roll over into FY 2026 as the project continues.

Attachments:

1. 2025-09-25 Council Update Presentation

SEPTEMBER 25, 2025

CITY OF COLLEGE STATION ECONOMIC DEVELOPMENT MASTER PLAN

CITY COUNCIL BRIEFING

- ▶ TRACYE MCDANIEL, PRESIDENT
- ▶ JENN TODD-GOYNES, SENIOR CONSULTANT
- ▶ ERICA COLSTON, CONSULTANT
- ▶ LUKE SHUFFIELD, CONSULTANT



Photo Credit: City of College Station

AGENDA

- ▶ Project Overview
- ▶ What We've Learned
- ▶ Draft Framework
- ▶ Next Steps



PROJECT OVERVIEW

PROJECT GOAL

To prepare a **five-year** economic development master plan that provides a roadmap for **sustainable economic growth and development** tailored to the needs and opportunities of College Station.

SPECIFIC CONSIDERATIONS AND ANTICIPATED OUTCOMES

Key Sectors and Innovation-Driven Industries

- ▶ Analyze **target industry sectors** and **alignment with the current workforce**
- ▶ Examine opportunities for **future growth**
- ▶ Encourage **resilient, sustainable** economic growth

Real Estate and Development Opportunities

- ▶ Prepare an analysis of **real estate fundamentals** for major commercial or investible properties
- ▶ Identify **development and redevelopment** opportunities
- ▶ Examine **emerging infrastructure needs and gaps** with an emphasis on supporting economic growth and entrepreneurship
- ▶ Examine the extent to which **development and redevelopment opportunities align with industry investment trends and workforce capacity**

Entrepreneurial Ecosystem

- ▶ Strengthen **innovation and entrepreneurial ecosystems**
- ▶ Improve **technology transfer and commercialization**

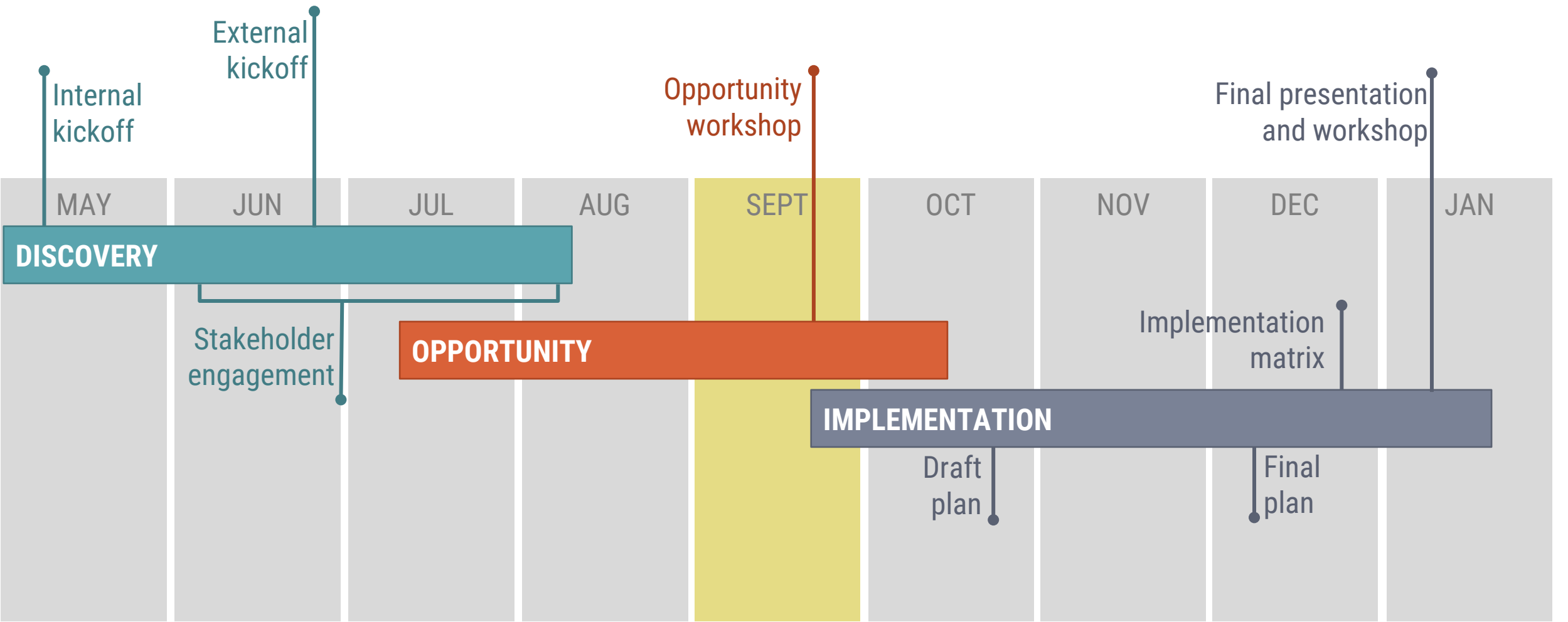
Talent and Workforce

- ▶ **Align the talent pipeline** with the needs of current and future employers, key sectors, and the entrepreneurial ecosystem

Resource Alignment

- ▶ Evaluate potential **public-private partnerships**
- ▶ Suggest **organizational frameworks** for accomplishing the plan's objectives
- ▶ Create a **plan for implementation** that identifies roles and responsibilities, timelines, resource impacts, and performance metrics

PROJECT SCHEDULE



BENCHMARK COMMUNITIES

National Peers; Alignment with Tourism Strategic Plan

- Ann Arbor, MI
- Athens, GA
- Auburn, AL
- Blacksburg, VA
- Champaign, IL
- Charlottesville, VA
- Columbia, SC
- Fayetteville, AR
- Gainesville, FL
- Lubbock, TX
- Tuscaloosa, AL
- San Marcos, TX
- State College, PA
- Waco, TX

Texas Triangle Peers

- Austin
- Bryan
- Conroe
- Dallas
- Fort Worth
- Georgetown
- Killeen
- New Braunfels
- San Antonio
- San Marcos
- Temple
- Waco

WHAT WE'VE LEARNED

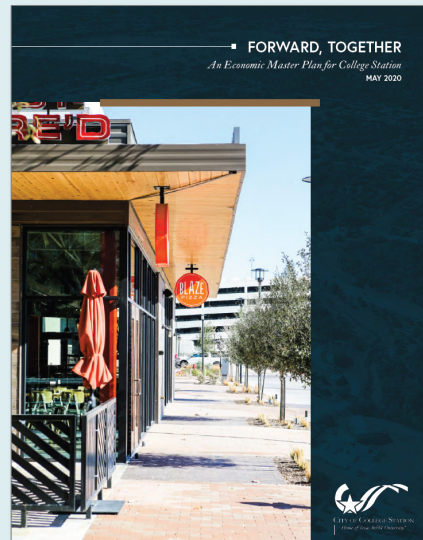
WHAT WE'VE LEARNED FROM PRIOR WORK

Summary of background documents reviewed



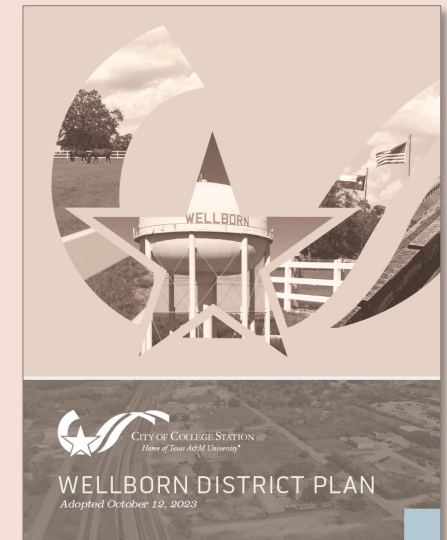
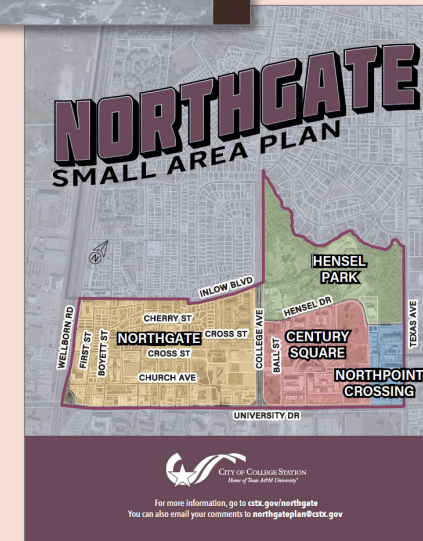
Citywide Plans

- ▶ City of College Station Comprehensive Plan
- ▶ City of College Station Existing Conditions Report
- ▶ Forward, Together Economic Master Plan
- ▶ Housing Action Plan



Small Area Plans

- ▶ Northgate Small Area Plan
- ▶ Northeast Gateway Redevelopment Plan
- ▶ Wellborn District Plan



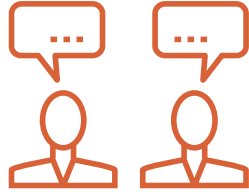
WHAT WE'VE LEARNED FROM YOU

Illustration of stakeholder engagement to date



7
ROUNDTABLES

Business Retention and Expansion • City Staff • Economic Sustainability • Education and Workforce • Entrepreneurship and Innovation • Infrastructure and Real Estate Development



10
INTERVIEWS

In-depth conversations with leaders in local government, higher education, entrepreneurship, and business



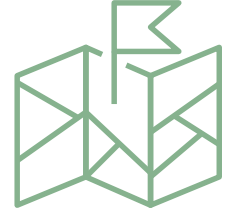
3
LEADERSHIP ENGAGEMENTS

Council and Committee Updates • Steering Committee Meetings



1
PUBLIC INPUT SESSION

Business Over Breakfast



2
SITE VISITS

In-person consultant trips, including site visits to potential and emerging development sites, commercial areas, and quality-of-place amenities.

WHAT DOES ECONOMIC DEVELOPMENT MEAN TO YOU?

Business Over Breakfast live polling results



WHAT WE'VE LEARNED FROM YOU

Themes and priorities from stakeholder engagement



Placemaking and Real Estate

Creating experiential destinations



Entrepreneurial Support

Providing mentorship, capital, and real estate



Housing

Ensuring options at affordable price points



Infrastructure

Expanding with population growth



Workforce Development

Upskilling, recruitment, & retention



Community Character and Identity

Discovering how we want to grow and change



Business Recruitment and Retention

Aligning industry with competitive position



Coordination and Collaboration

Breaking through institutional silos

WHAT WE'VE LEARNED FROM THE DATA

Quantitative analysis components



CITYWIDE BASELINE & PEER ANALYSIS

DEMOGRAPHICS

Population Trend	Population Change
City Share of MSA Population	
Population Drivers	Population Pyramid
Texas Triangle Peer Map	
Socioeconomic Peers	Socioeconomic Map

EMPLOYMENT & INDUSTRIES

Employment Trend	Employment Recovery
City Share of MSA Employment	
Employment Annual Change	
Major Industries	
Industry Employment Share of MSA	
Net Employment Change by Industry	
Industry Trends	Industry Specialization

COMMERCIAL PROPERTY DYNAMICS

Texas Triangle Peer MSA Comparisons



INNOVATION INFRASTRUCTURE

PRIORITY SECTOR ALIGNMENT

Job Posting Demand	Job Qualifications	Skills Needed	Job Posting Trends
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WORKFORCE ALIGNMENT | Postsecondary

Awarding Institutions Map	General Program Distribution	General Program Trends
Detailed Program Distribution	Detailed Program Trends	

WORKFORCE ALIGNMENT | Alternative career paths

CTE Learners Map	Apprenticeship Trends	Apprentice Organizations
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CAPITAL INVESTMENT | Private

Investment Value	Investment Distribution	Investment Timeline
Out of State Investors	Investment Destination	Investment Origins
Venture Equity Timeline	Venture Equity Destinations	Venture Equity Stages
Venture Equity Origins	Venture Equity Investors	

CAPITAL INVESTMENT | Public

SBIR / STTR Locations	SBIR / STTR Timeline	SBIR / STTR Recipients
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CAPITAL INVESTMENT | Academic

R&D Expenditures	R&D by Field of Study
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COMMERCIAL REAL ESTATE & DEVELOPMENT OPPORTUNITIES

FISCAL TRENDS

Revenue & Debt
Property Taxes
Sales Taxes

COMMERCIAL PROPERTY & LAND USE

Commercial Real Estate Comparisons
Commercial Real Estate Share of MSA
Commercial Real Estate Maps
Infrastructure & Developable Land Maps
Priority Districts & Density

WHAT WE'VE LEARNED FROM THE DATA

Key findings from the quantitative analysis



Diversifying Revenue Sources

Residential drives growing property tax base



Educational Attainment

Educated population, increasing post-secondary completion rates



Resident Mobility

A highly transient student population



Housing Cost Burden

Low affordability for owners and renters



Innovation and Tech Transfer

Outsized share of federal seed funding



Private Sector Expansion

Regional industry growth beyond education



Distinct Workforce Demand

Industries and qualifications requirements different from regional benchmarks



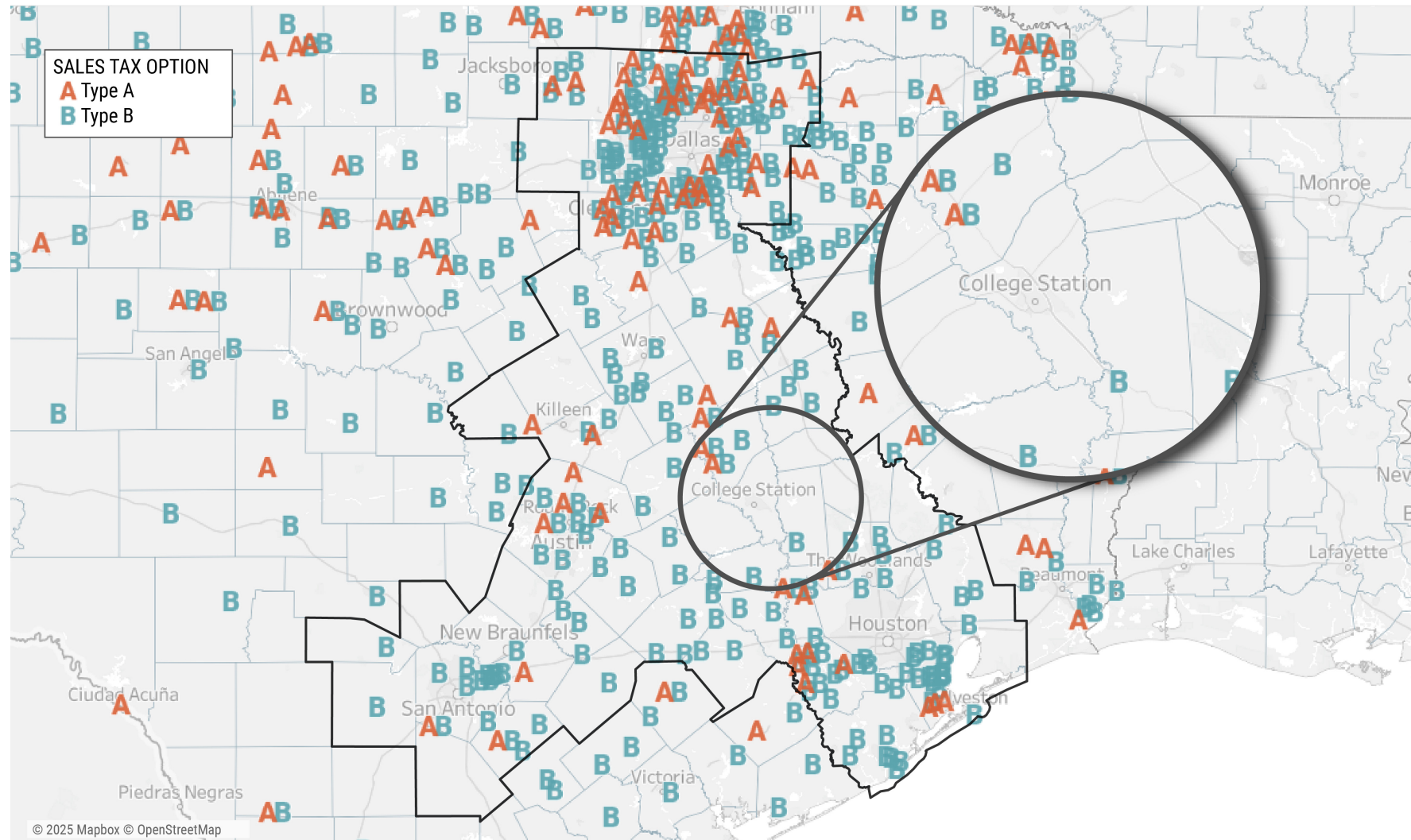
Corridor and Node Investment

Retail infill and densification opportunities

LOCAL SALES TAX OPTIONS



TYPE A and TYPE B options around the Texas Triangle region



With voter approval, eligible Texas cities can impose local sales and use tax to finance economic development via one or both types of options: Types A and/or B.

Type A is limited to uses supporting primary job creation, like manufacturing, industrial development and R&D, whereas Type B has a broader range of use, including quality of life improvements which support business attraction and retention.

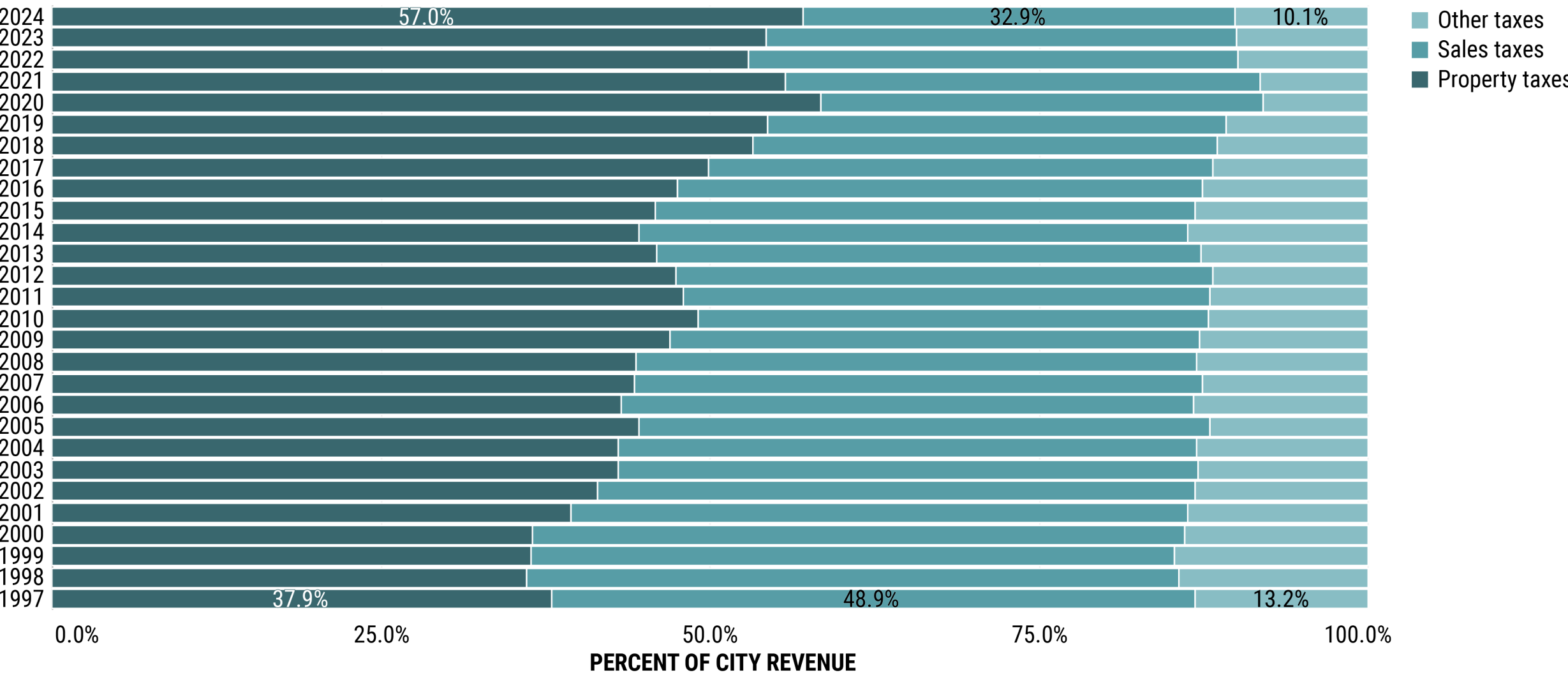
Sources: Texas Comptroller of Public Accounts; TIP Strategies, Inc.

Notes: Type A/B electives are as of August 2023. The "Texas Triangle" region includes the Dallas-Fort Worth-Arlington MSA, the Houston-Pasadena-The Woodlands MSA, the Austin-Round Rock-San Marcos MSA, and the San Antonio-New Braunfels MSA, along with other MSAs and non-MSA counties located along or within the interstate corridors (I-10, I-35, and I-45) that connect them.

MUNICIPAL REVENUE SOURCES



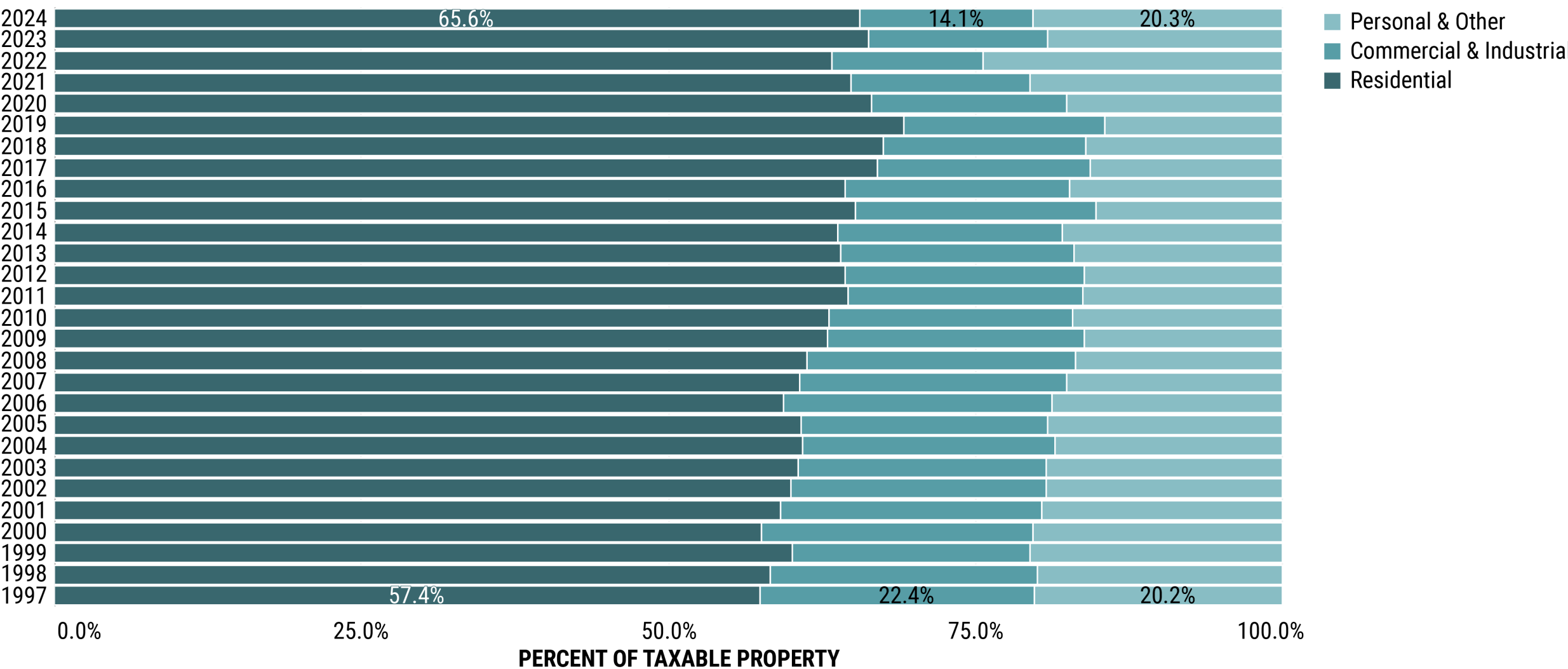
Annual distribution of City of College Station revenues as a share of total, 1997–2024



MUNICIPAL PROPERTY TAX BASE



Annual distribution of taxable property in the City of College Station, 1997–2024

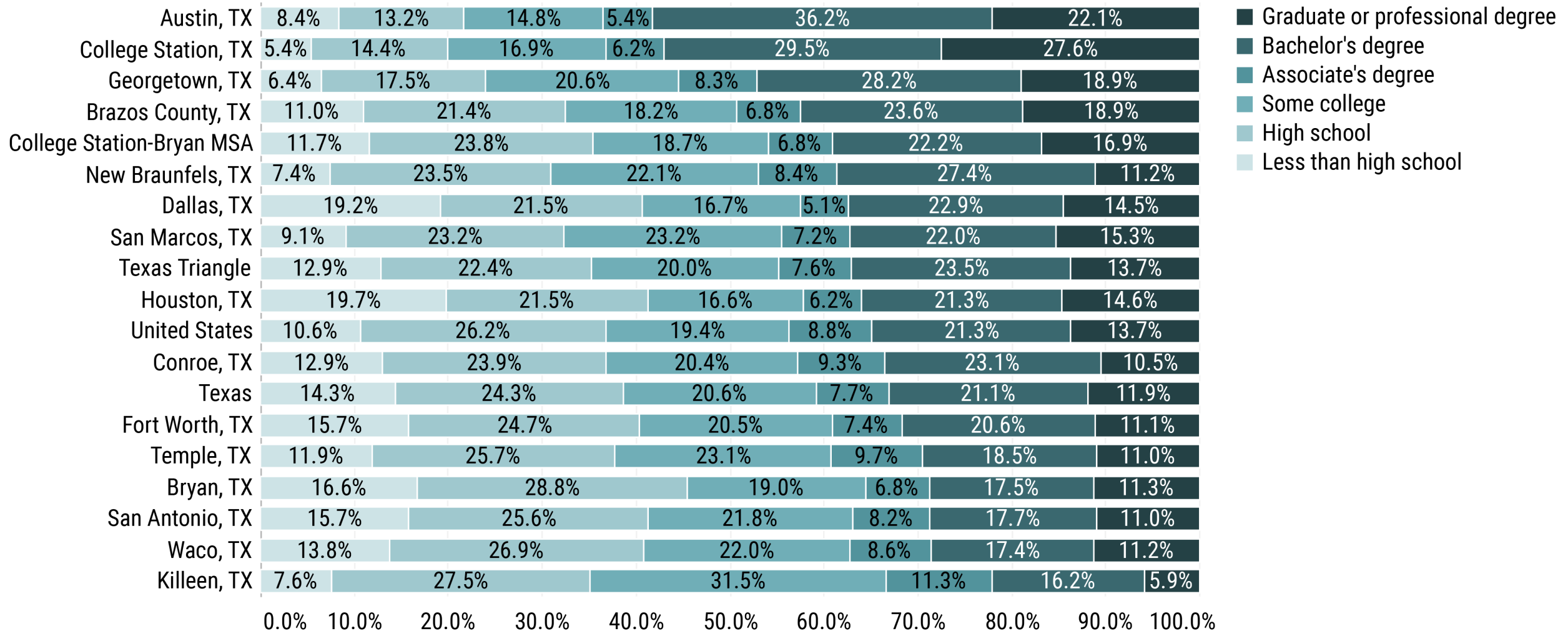


EDUCATIONAL ATTAINMENT, 2023



Educational Attainment

Resident population 25 years and over

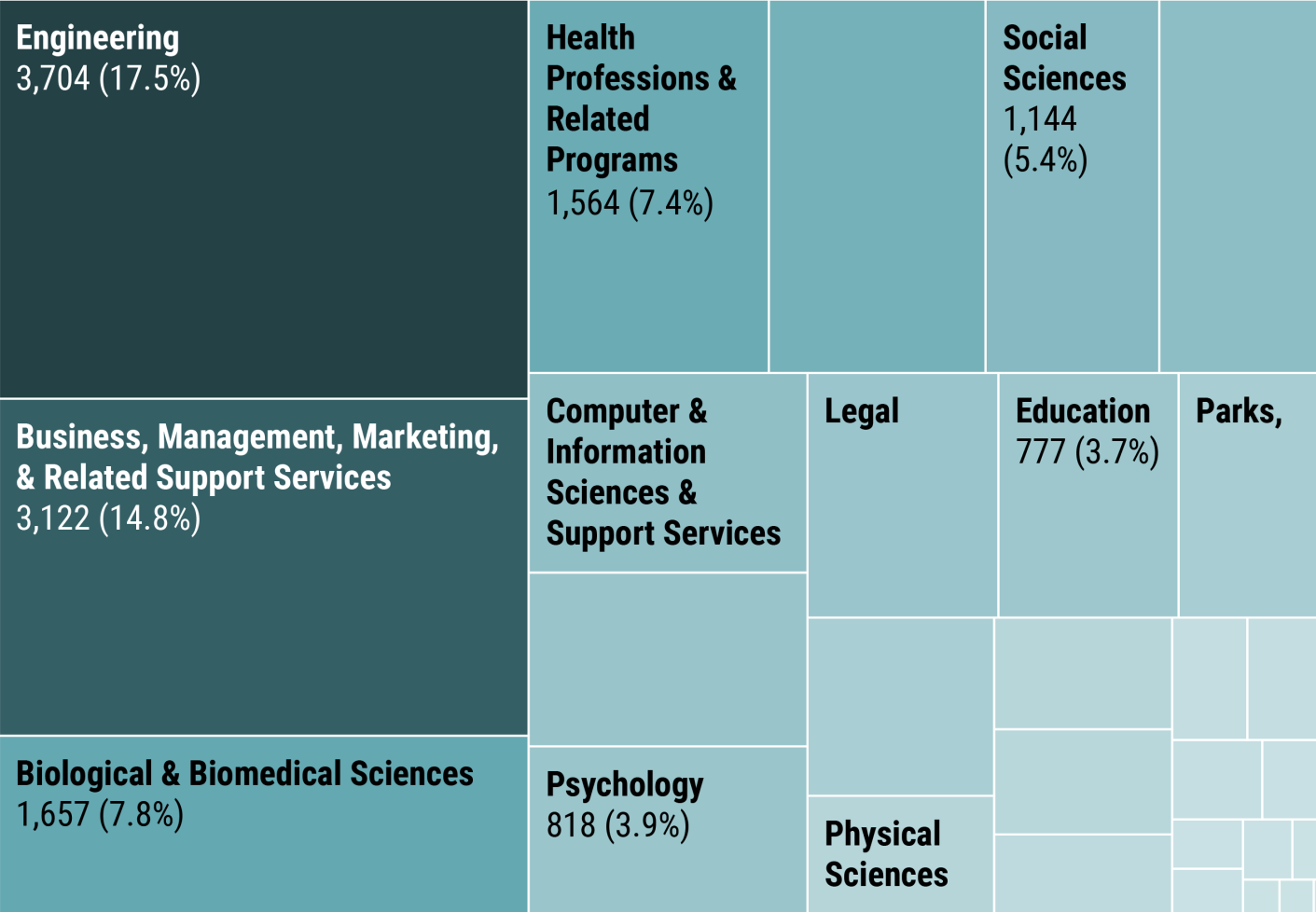


Sources: 2023 American Community Survey (ACS) 5-year sample, TIP Strategies, Inc.

Notes: Educational attainment only measured for population 25 and older. High school includes equivalency. Some college indicates no degree was received. Graduate degree includes professional degrees and doctoral programs.

GENERAL PROGRAM COMPLETIONS

Completions in College Station-Bryan MSA institutions, 2023



COMPLETIONS BY LEVEL

Awards of less than 2 years	4.8%
Bachelor's Degrees	64.2%
Graduate Degrees	31.1%

COMPLETIONS BY LARGEST DETAILED PROGRAMS

Biomedical Sciences, General	3.3%
Mechanical Engineering	3.0%
Multi-/Interdisciplinary Studies, Other	3.0%
Computer Science	2.8%
Psychology, General	2.7%

COMPLETIONS BY LARGEST INSTITUTIONS

Texas A&M University-College Station	99.6%
Charles and Sues School of Hair Design	0.3%
Manuel and Theresa's School of Hair Design-Bryan	0.0%

Sources: National Center for Education Statistics (NCES), Integrated Postsecondary Education Data System (IPEDS); Lightcast 2025.2–QCEW Employees, Non-QCEW Employees, and Self-Employed; US Bureau of Labor Statistics (BLS); US Department of Homeland Security (DHS), Student and Exchange Visitor Program; TIP Strategies, Inc.

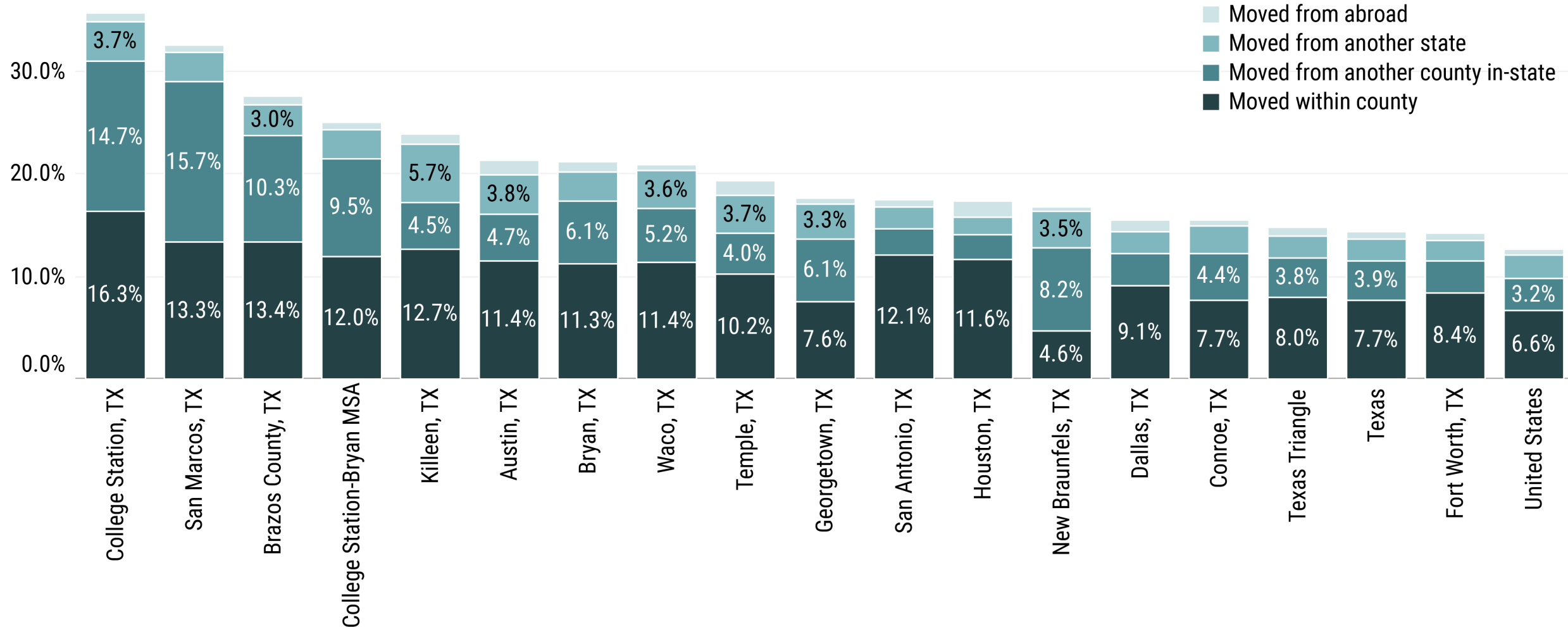
Notes: Includes only general programs with at least 25 average annual completions between 2013 and 2023. Associate's Degrees include certificates earned in more than two years and less than four years. Graduate Degrees includes professional certificates, master's degrees, and doctoral degrees. A single program may lead to multiple occupational pathways, and a single occupation is often related to multiple programs. Jobs and earnings data represents the Texas Triangle in 2024. Science, Technology, Engineering, and Mathematics (STEM) designations are determined by the DHS for programs and by the BLS for occupations. The "Texas Triangle" region includes the Dallas-Fort Worth-Arlington MSA, the Houston-Pasadena-The Woodlands MSA, the Austin-Round Rock-San Marcos MSA, and the San Antonio-New Braunfels MSA, along with other MSAs and non-MSA counties located along or within the interstate corridors (I-10, I-35, and I-45) that connect them.

POPULATION THAT MOVED LAST YEAR, 2023

Resident population 1 year and over



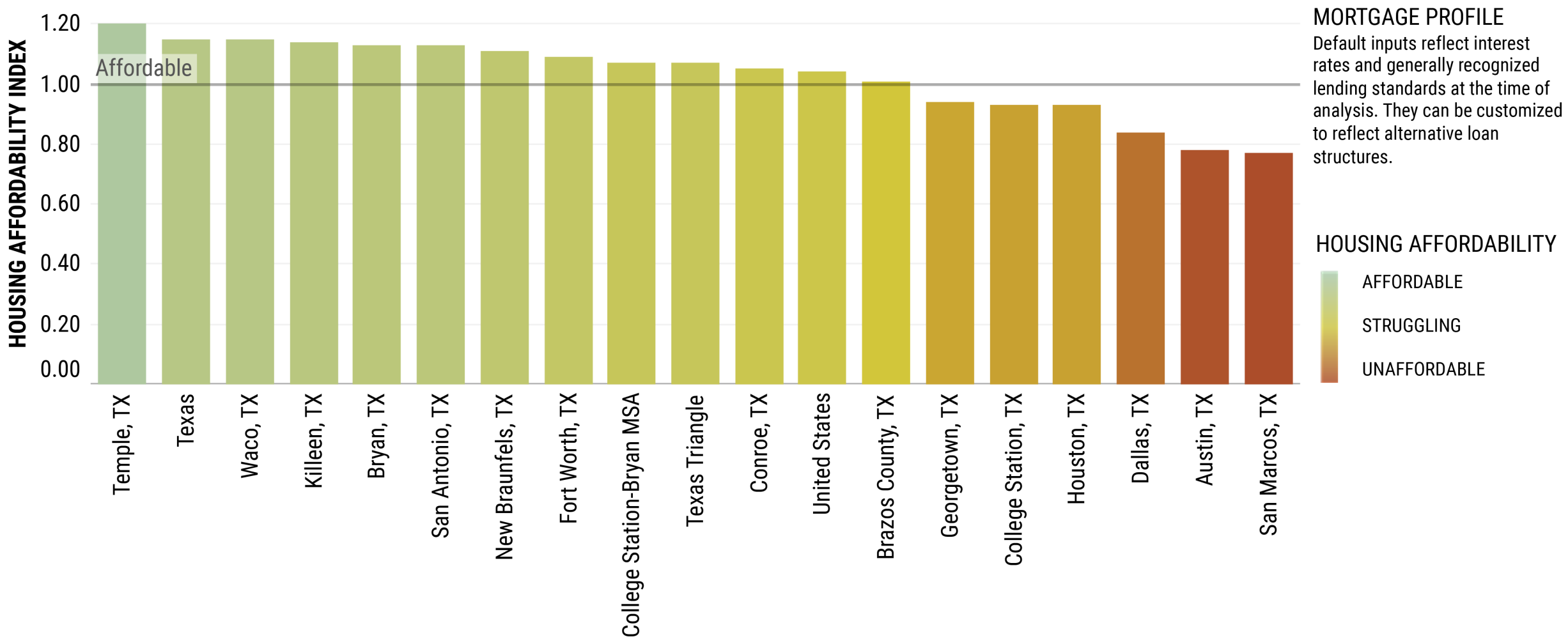
Resident Mobility



HOUSING AFFORDABILITY INDEX, 2023



Median mortgage of owner-occupied housing units vs. median family income



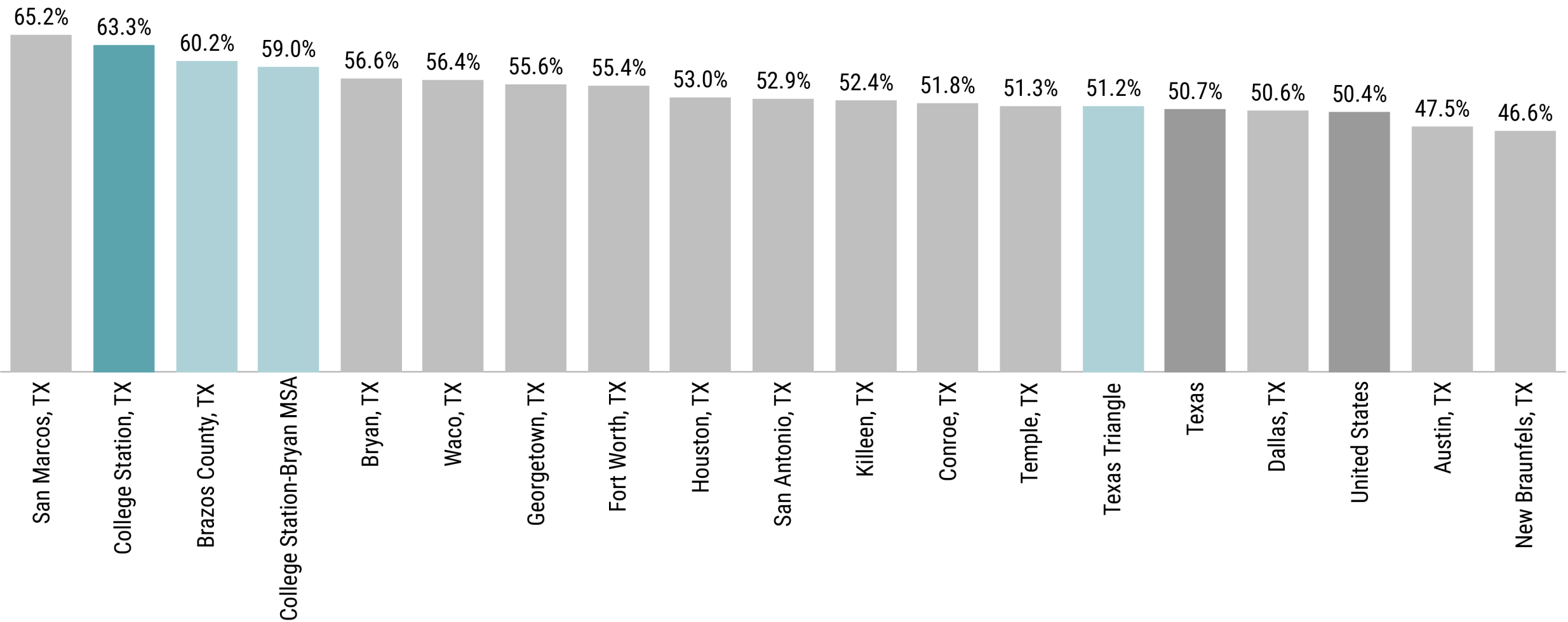
Sources: 2023 American Community Survey (ACS) 5-year sample, TIP Strategies, Inc.

Notes: The Housing Affordability Index was adapted from Texas A&M University's Real Estate Center by TIP Strategies, Inc. The index compares median income to a typical mortgage payment on a median-priced home. A value of 1 indicates the median income is exactly enough to purchase a median home. Values <1 (redder bars) indicate unaffordability, and values >1 (greener bars) indicate affordability. Estimated mortgage payments only include the monthly payments on the loan; they do not include insurance or tax payments. Down payment is the percentage of the home value paid before the mortgage. Mortgage interest rate is the APR. Mortgage term is the length of the loan in years. Qualifying ratio (debt: income) is the maximum debt-to-income ratio that still qualifies for a mortgage.

HOUSING COST-BURDENED RENTERS, 2023



Renter-occupied housing units

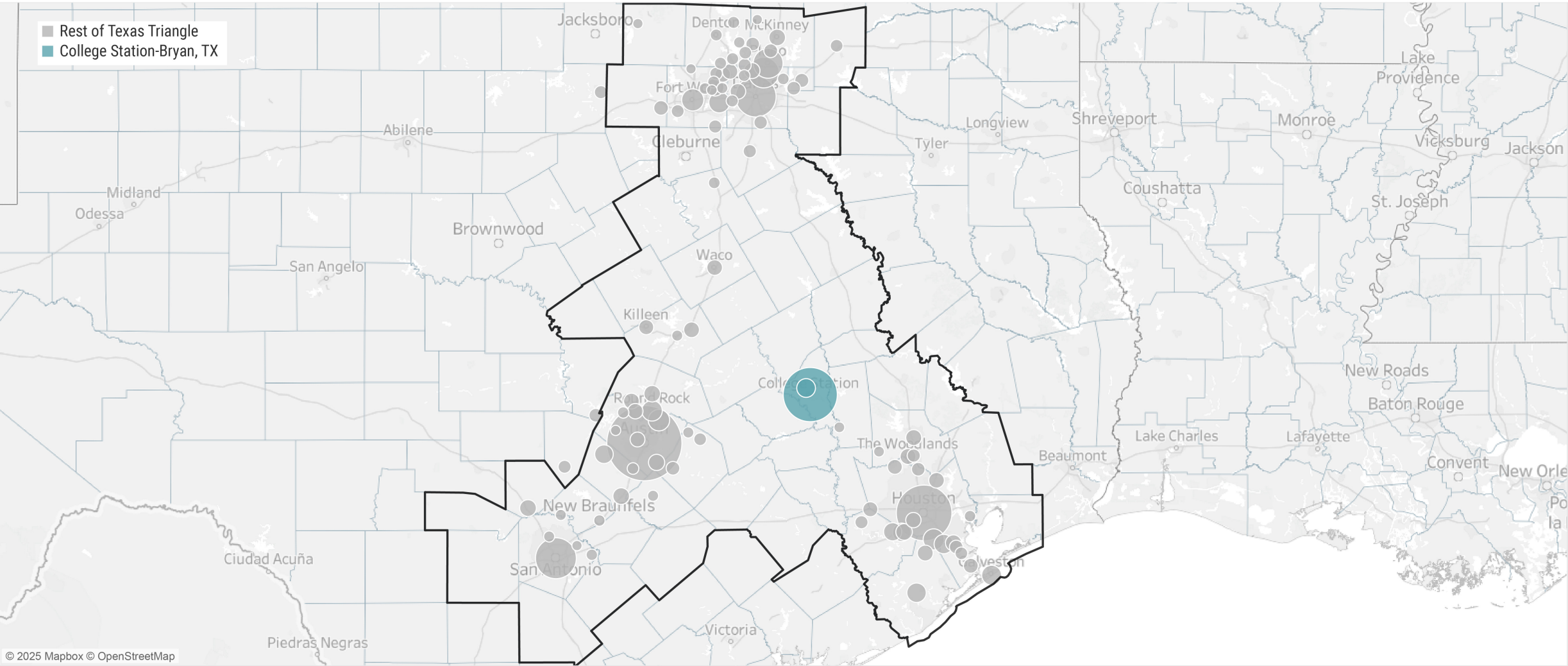


Sources: 2023 American Community Survey (ACS) 5-year sample, TIP Strategies, Inc.
Notes: Housing-cost burdened households are those spending 30 percent or more of income on housing costs. Only includes households where housing costs and household income can both be determined.

FEDERAL SEED FUNDING LOCATION



SBIR and STTR awards in the Texas Triangle by city and region, 2010–2024

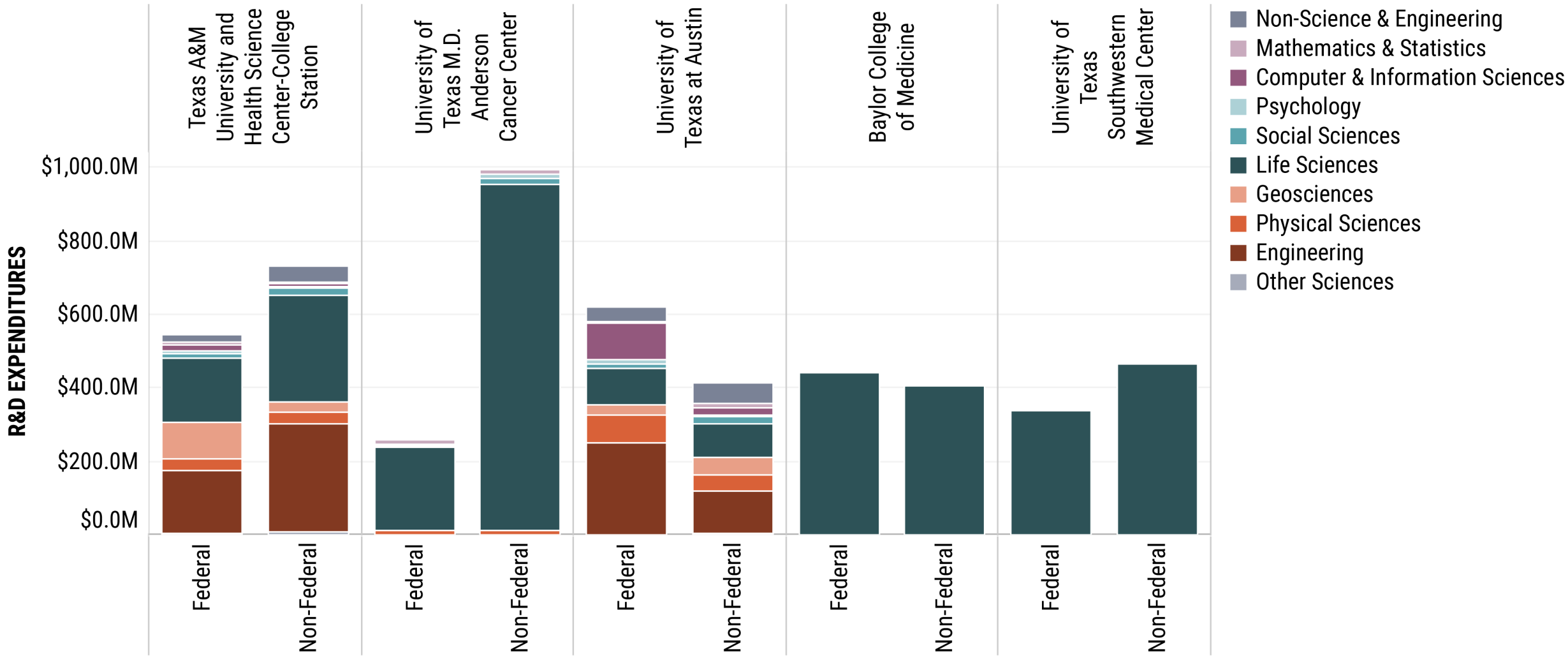


Sources: US Small Business Administration; TIP Strategies, Inc.

Notes: The College Station-Bryan MSA includes Brazos County, Burleson County, and Robertson County counties in Texas. The Small Business Innovation Research (SBIR) and the Small Business Technology Transfer (STTR) programs encourage domestic small businesses to engage in research and development activities with potential for commercialization. The "Texas Triangle" region includes the Dallas-Fort Worth-Arlington MSA, the Houston-Pasadena-The Woodlands MSA, the Austin-Round Rock-San Marcos MSA, and the San Antonio-New Braunfels MSA, along with other MSAs and non-MSA counties located along or within the interstate corridors (I-10, I-35, and I-45) that connect them.

UNIVERSITY R&D BY FIELD OF STUDY

Major research and development universities in the Texas Triangle Region, 2023



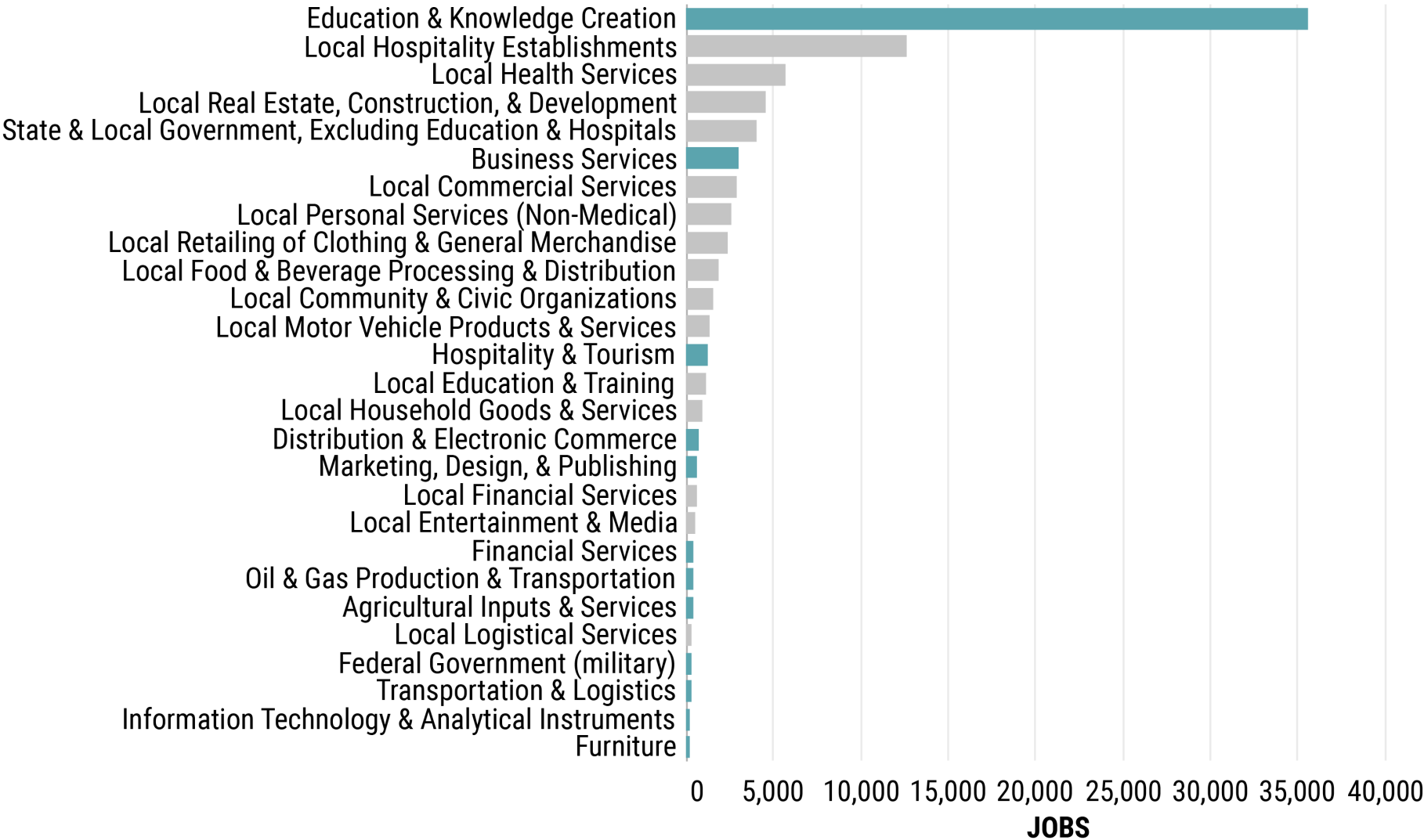
Sources: National Science Foundation (NSF), National Center for Science and Engineering Statics (NCSES), Higher Education Research and Development Survey (HERD) 2023; TIP Strategies, Inc.
Notes: Geosciences includes atmospheric and ocean sciences. Non-Science & Engineering includes business, communication, education, humanities, law, social work, and all other non-science or engineering fields. Combines data on higher education institutions from the HERD long form (institutions with at least \$150,000 in R&D expenditures) and short form (institutions with less than \$1M in R&D expenditures) surveys for the 2023 fiscal year.

EDA INDUSTRY CLUSTERS | JOB COUNT

College Station employment in selected industry clusters, 2024



Private Sector Expansion



LOCAL CLUSTERS

- Primarily serve local markets
- Present in virtually every market
- Location is not dependent upon competitive advantage

TRADED CLUSTERS

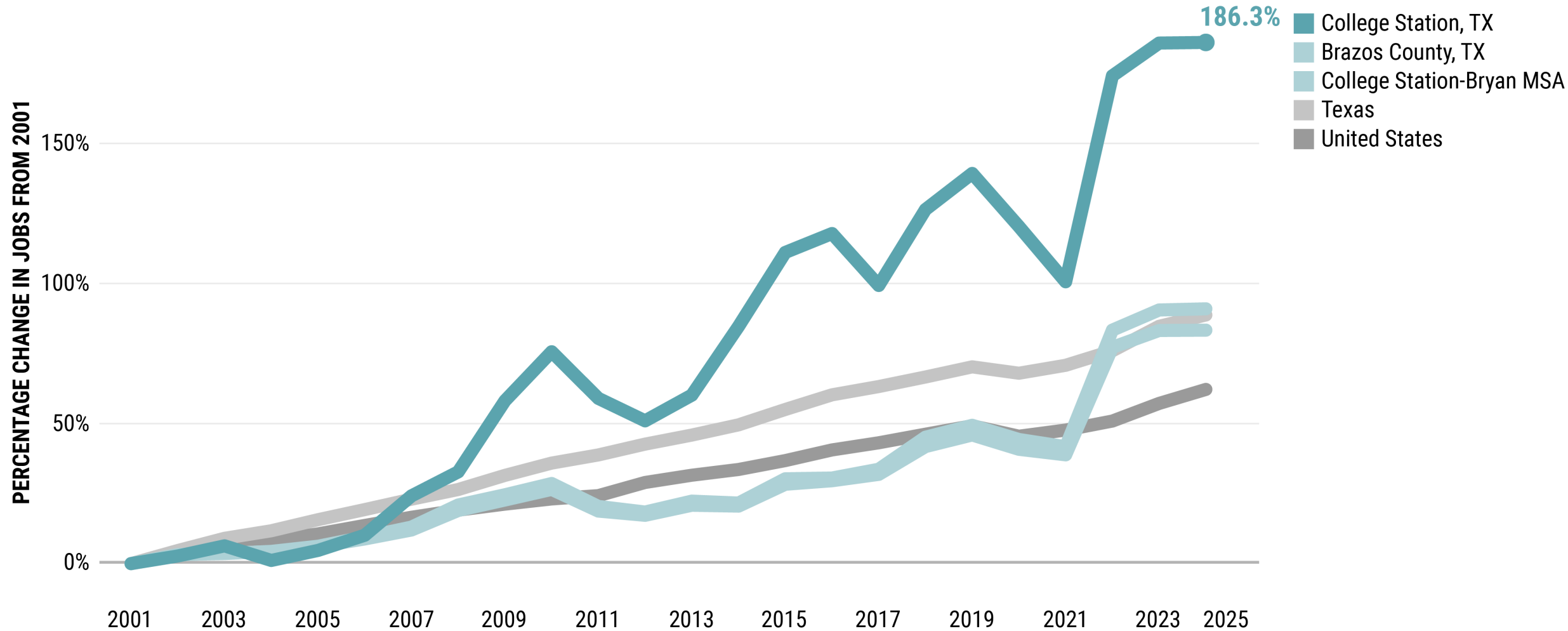
- Serve outside markets
- Free to choose where they locate
- Tend to be highly concentrated in few regions that have specific advantages

INDUSTRY SECTORS | CUMULATIVE CHANGE

Comparative change for *HEALTHCARE* since 2001



Private Sector Expansion



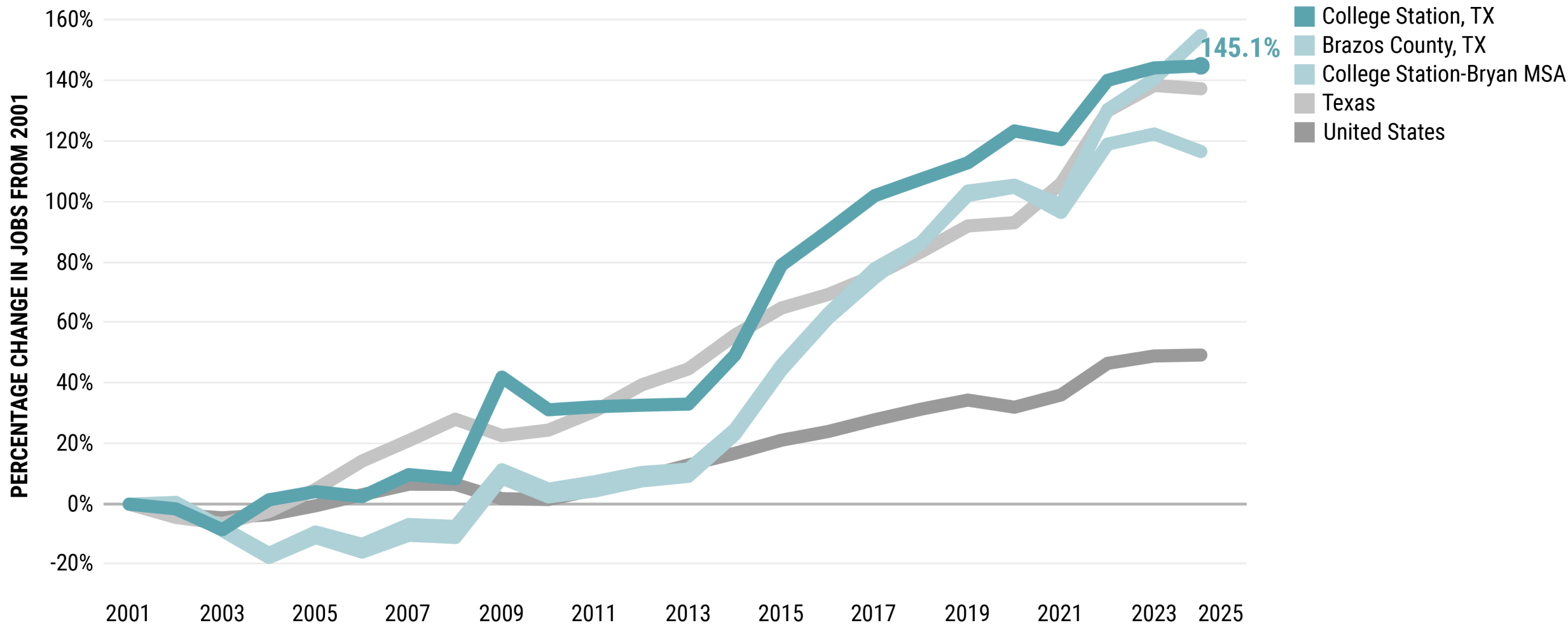
Sources: US Bureau of Labor Statistics (BLS); Lightcast 2025.2—QCEW Employees, Non-QCEW Employees, and Self-Employed; TIP Strategies, Inc.
Notes: College Station, Texas, is approximated by ZIP Codes 77840, 77841, 77842, 77843, 77844, and 77845. Includes sectors with at least 50 jobs in College Station, in 2024.

EDA INDUSTRY CLUSTERS | CUMULATIVE CHANGE



Private Sector Expansion

Comparative change for **BUSINESS SERVICES** since 2001



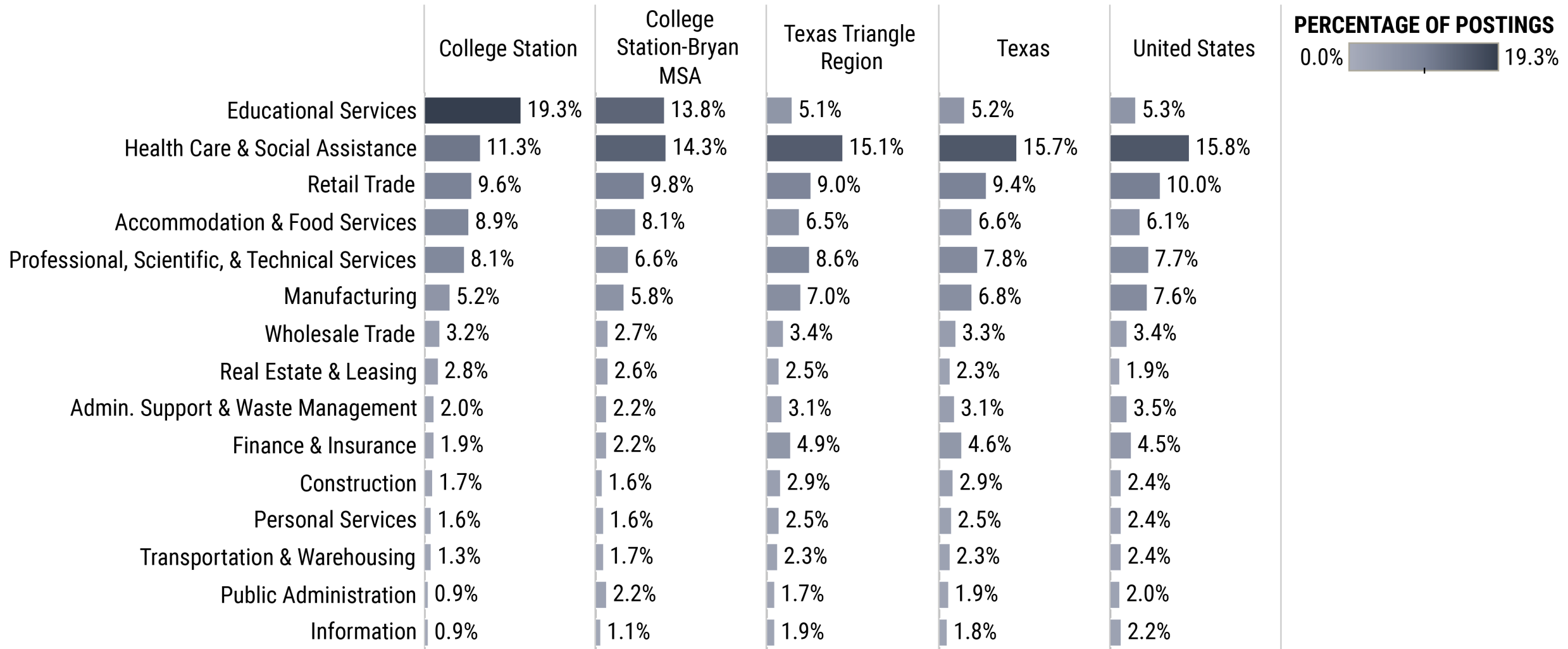
Sources: US Bureau of Labor Statistics (BLS); Lightcast 2025.2—QCEW Employees, Non-QCEW Employees, and Self-Employed; TIP Strategies, Inc.
Notes: College Station, Texas, is approximated by ZIP Codes 77840, 77841, 77842, 77843, 77844, and 77845. Includes sectors with at least 50 jobs in College Station in 2024.

JOB POSTING DEMAND



Distinct Workforce Demand

Based on an analysis of three years of job postings, June 2022–2025



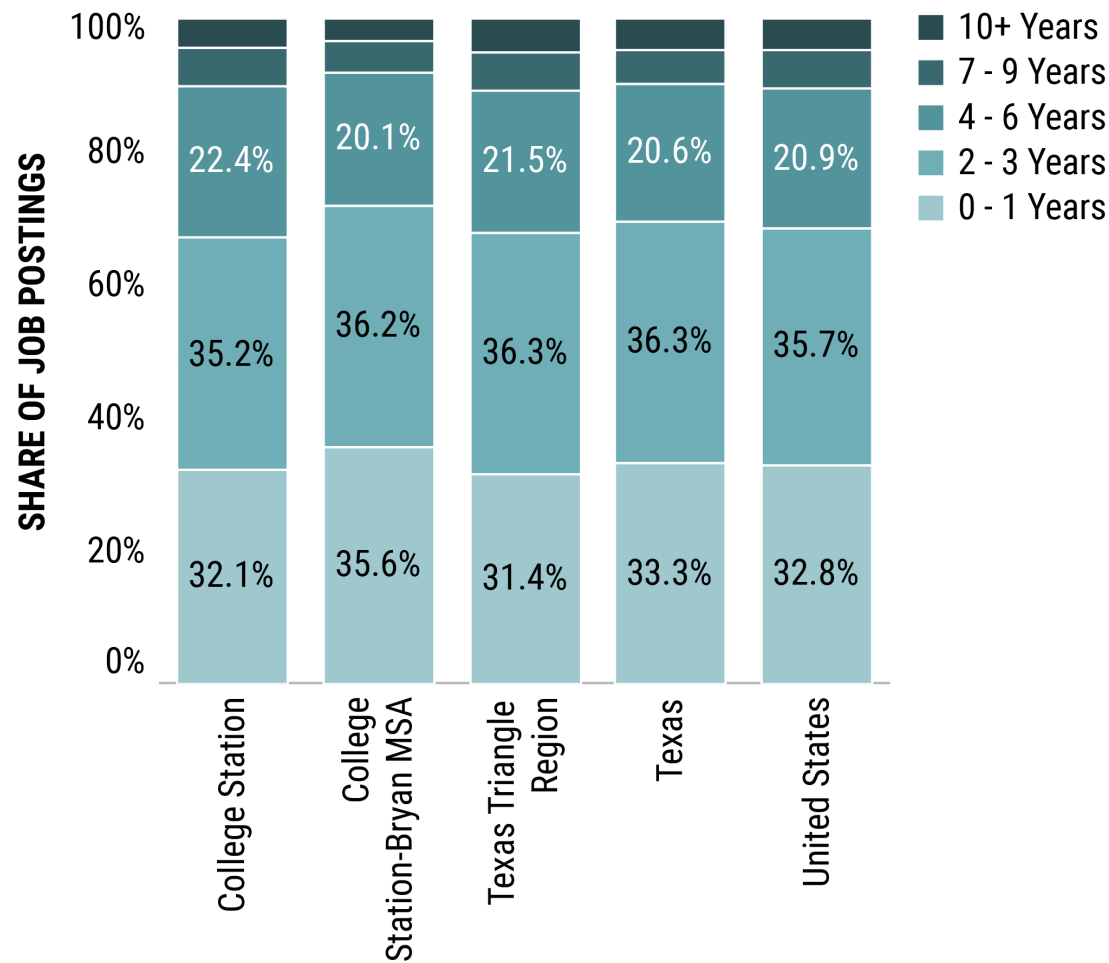
Sources: US Bureau of Labor Statistics (BLS); Lightcast 2025.2—QCEW Employees, Non-QCEW Employees, and Self-Employed; TIP Strategies, Inc.

Notes: Bars show percentage share of unique job postings each region by industry sectors. Job postings include non-staffing, unique, newly posted job postings for permanent full-time, part-time, and flexible positions, excluding internships, between June 2022–2025.

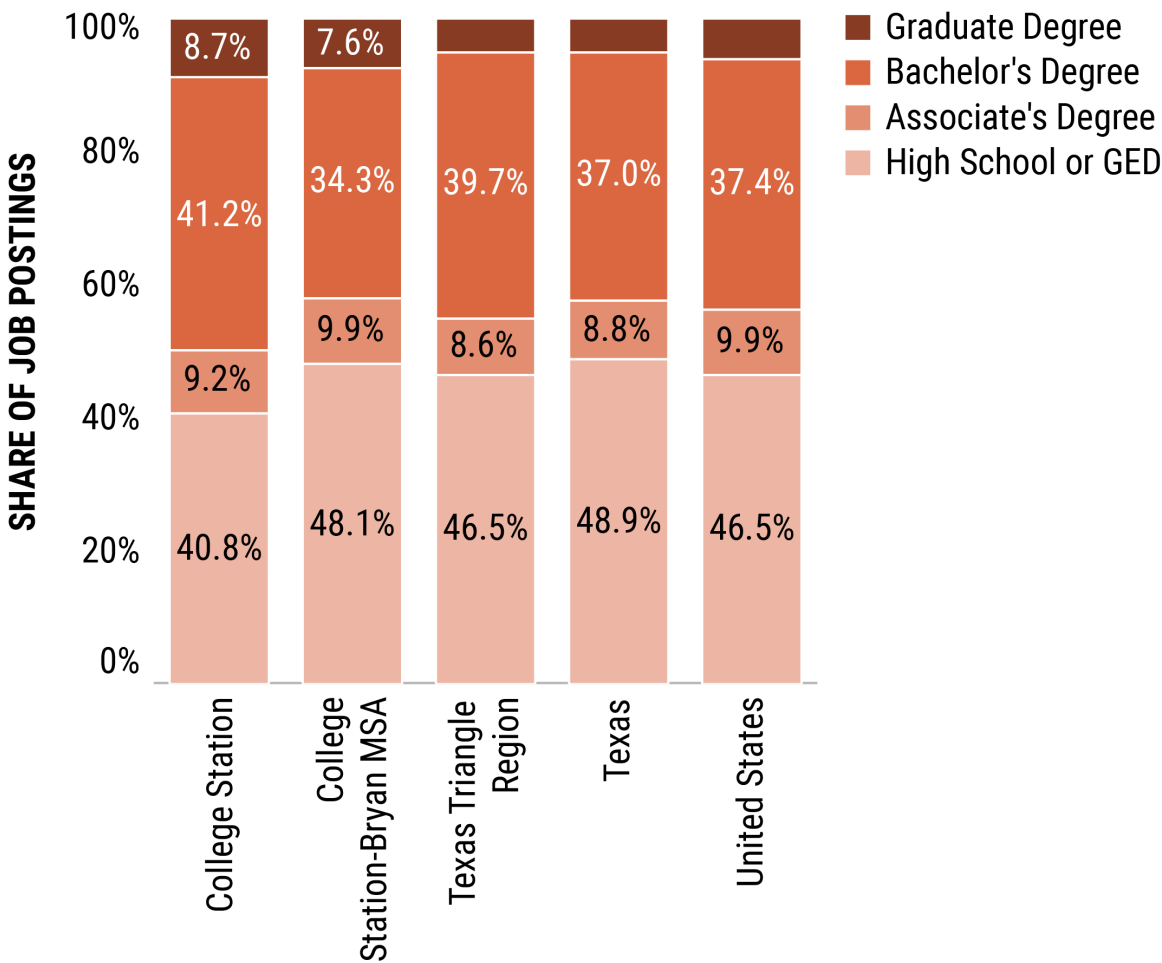
JOB POSTINGS ANALYSIS | QUALIFICATIONS

Based on an analysis of three years of job postings, June 2022–May 2025

Minimum Experience Requested



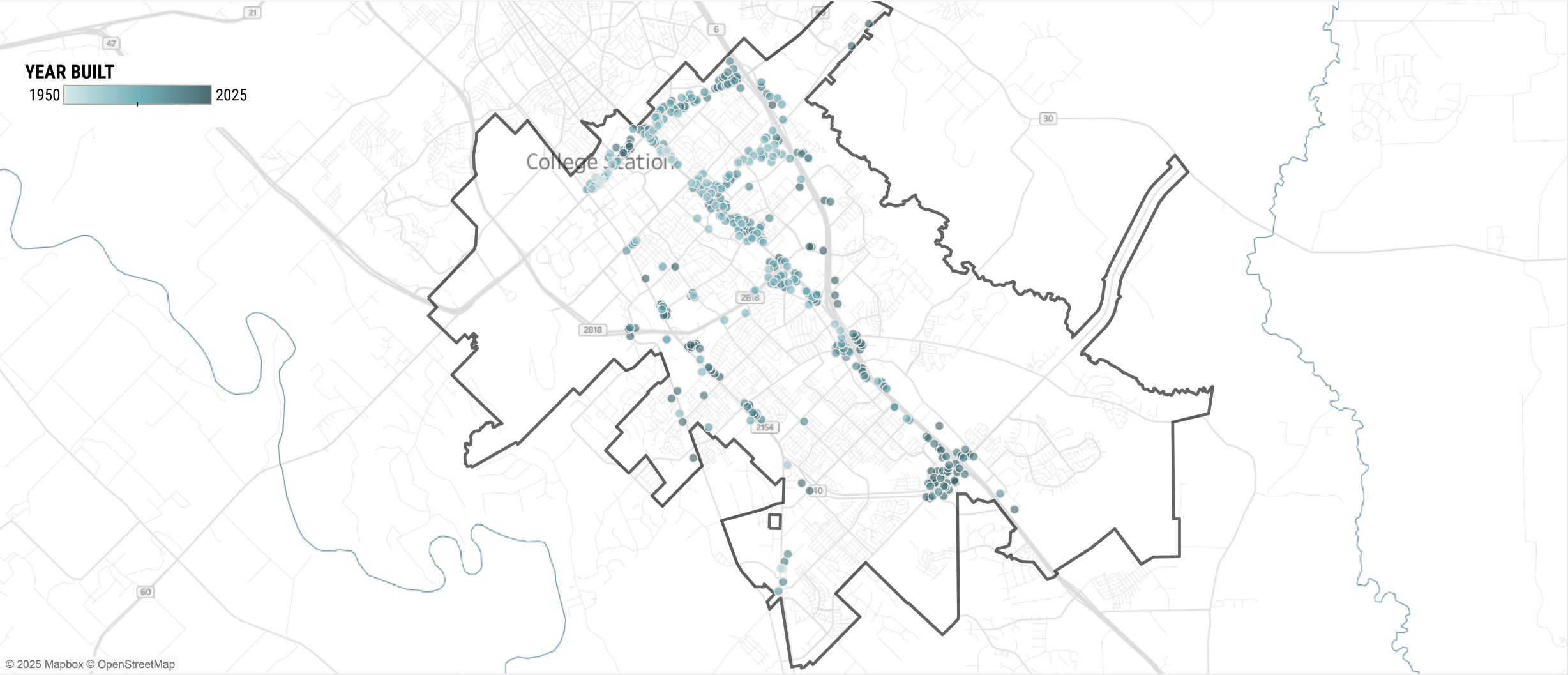
Minimum Education Requested



Sources: US Bureau of Labor Statistics (BLS); Lightcast 2025.2–QCEW Employees, Non-QCEW Employees, and Self-Employed; TIP Strategies, Inc.
Notes: Job postings include non-staffing, unique, new posted job postings for permanent full-time, part-time, and flexible positions, excluding internships, June 2022–May 2025.

RETAIL AGE | COLLEGE STATION, TEXAS

Year built, 1950–2025



Sources: CoStar Group; City of College Station; US Census Bureau, 2024 TIGER/Line Shapefiles; TIP Strategies, Inc.
Notes: Darker teals indicate newer buildings. All data are estimated by CoStar as of July 2025 and represent a snapshot in time.

SWOT ANALYSIS

Strengths

Assets and resources that can be built on to grow, strengthen, and diversify the local economy.

Weaknesses

Liabilities and barriers to economic development that could limit economic growth potential.

Opportunities

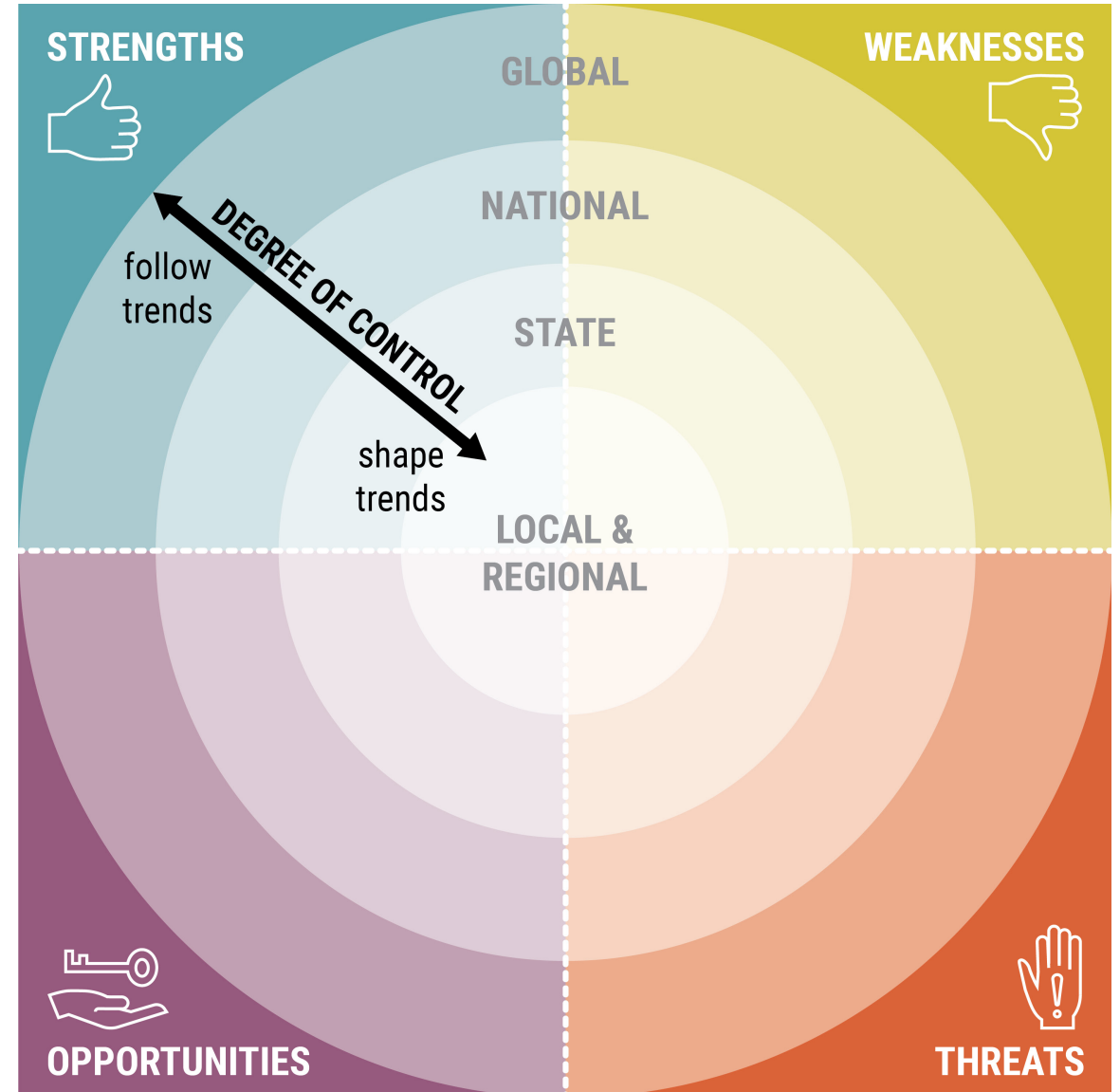
Competitive advantages and positive trends that hold significant potential for the attraction of new businesses, investments, and skilled workers.

Threats

Unfavorable factors and trends (often external) that could negatively affect the local/regional economy.

Degree of Control

The capacity to influence economic conditions and shape trends which decreases from the local to global scale.





STRENGTHS

- Texas A&M
- Location within Texas Triangle
- Proximity to major metros
- Regional hub for retail and amenities
- Sense of community
- Lower cost of living compared with nation
- Appeal to families
- Texas A&M venture funds
- Blinn College; small business certification and technical training
- City parks
- Tourism assets
- Aggie network



WEAKNESSES

- Large transient student population
- Limited attraction and retention for early career professionals
- Few starter commercial properties for entrepreneurs
- High cost of housing development
- Overreliance on Texas A&M for employment and local identity
- Lack of traditional downtown experience; losing out on dollars going to Bryan
- Limited local transit outside of Texas A&M
- Office and industrial availability
- Comparatively low wages



OPPORTUNITIES

- Develop non-student serving areas of the city
- Infill and densification; mixed-use and experiential developments
- Increase private sector diversification
- Connect workers to development/mentorship opportunities
- Invest in work-based learning, CTE
- Connect job seekers to local resources
- Leverage large pool of potential entrepreneurs
- Proximity to RELLIS campus
- Texas A&M enrollment growth pause
- Develop a local identity beyond A&M
- Become regional hub for medical services



THREATS

- Housing affordability
- Perception of Bryan as more business-friendly
- Losing workers, residents to emerging Houston-area suburbs
- Infrastructure networks struggling to support growth
- Silos between organizations
- Inadequate medical services for growing population
- Shrinking greenfield opportunities
- Lack of employment opportunities for young professionals
- Impact of federal funding cuts on R&D opportunities
- Concerns about growth and change; balance with sense of community

KEY ASSETS AND OPPORTUNITIES



Higher education ecosystem: Texas A&M, Blinn, RELIS



Connectivity: Texas Triangle location, regional airport



Real estate development, redevelopment, and infill potential



Regional hub for retail and amenities



Quality of life and sense of community

POTENTIAL OUTCOMES



Balancing growth and community character



Increasing business / industry development and diversifying tax base



Creating a vibrant place-based experience in new developments



Building a supportive ecosystem for entrepreneurs



Positioning College Station as a premiere location for business and tourism

DRAFT FRAMEWORK

College Station will be the nation's most vibrant university community, a place where businesses thrive, innovation is embraced, and quality of life is unmatched, resulting in sustained prosperity and economic competitiveness.

PLAN FRAMEWORK: FOCUS AREAS



1. IDENTITY

Cultivate university and community synergies to create dynamic districts and authentic places that are attractive to residents, businesses, students, and visitors.



2. INDUSTRY

Expand a thriving, diverse base of businesses and industry to create a diversified tax base and enhance economic opportunity.



3. INNOVATION

Establish College Station as a hub for entrepreneurship, academic research and development, business formation and growth, and wraparound support.



4. IGNITE

Position the City of College Station as a proactive, efficient, and effective economic leader that strategically collaborates with local and regional partners to optimize opportunities.

NEXT STEPS

NEXT STEPS

Short-Term (September–October)

- ▶ Hold an opportunity workshop with the steering committee
- ▶ Provide a draft master plan to city staff
- ▶ Begin revising draft plan based on feedback

Mid- to Long-Term (November–January)

- ▶ Finalize the draft master plan
- ▶ Create the implementation matrix
- ▶ Hold an implementation workshop





13492 N Hwy 183
Suite 120-254
Austin, TX 78750

+1 512 3439113

www.tipstrategies.com

*Based in Austin
with offices coast to coast*

September 25, 2025
Item No. 9.1.
Electrical Easement Abandonment – 4002 Victoria

Sponsor: Lindsey Pressler

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action approving an ordinance vacating and abandoning a 0.088 acre portion of a generally 10-foot-wide Electrical Easement, said easement crossing Lot 1, Block 1, of the College Station High School Subdivision, generally located at 4002 Victoria Ave, according to the plat recorded in Volume 11225, Page 268 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 electrical easement abandonment is being requested by the applicant to remove a vacant easement on the property and allow for future building expansions. Electrical infrastructure was not built in this portion of the electrical easement. A new public utility easement will be dedicated to the south that follows the path of the electrical infrastructure.

The electrical easement is located approximately one thousand and two hundred (1,200) ft to the southwest of the intersection of Barron Rd and Victoria Ave and extends across the property to the building.

Budget & Financial Summary: N/A

Attachments:

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



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):

Please see attached metes and bounds description.

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Mitchell & Morgan, LLP C/O Kerry P. George E-mail kerry@mitchellandmorgan.com
Street Address 3204 Earl Rudder Freeway South
City College Station State Texas Zip Code 77845
Phone Number 979-260-6963 Fax Number --

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name College Station Independent School District C/O Josh Symank E-mail jsymank@csisd.org
Street Address 1812 Welsh Avenue City College Station
State Texas Zip 77840
Phone Number 979-764-5411 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

Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.
2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.
3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.
4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.
5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.
6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name N/A E-mail N/A

Street Address N/A

City N/A State N/A Zip Code N/A

Reason consent was not obtained:
N/A

If objecting, points of objection:

N/A

Name N/A E-mail N/A

Street Address N/A

City N/A State N/A Zip Code N/A

Reason consent was not obtained:
N/A

If objecting, points of objection:

N/A

Name N/A E-mail N/A

Street Address N/A

City N/A State N/A Zip Code N/A

Reason consent was not obtained:
N/A

If objecting, points of objection:

N/A

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

The subject property currently has access to utilities and public roads. This abandonment does not affect the provision of either access to roads or utilities to this lot.

8. That there is no current public need or use for the easement or right-of-way because:

There is no current public need or use of this easement as the existing utility line in the easement is being relocated to accommodate the addition of a new building expansion. A new easement will be dedicated to accommodate the relocated utility line.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The easement is surrounded by property owned by College Station ISD and is already developed in the immediate area. A new easement will be dedicated to accommodate the relocated utility line.

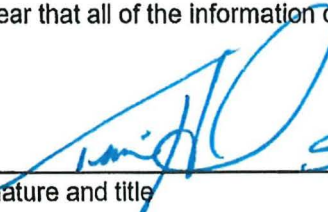
10. That all public utilities have access to serve current and future customers because:

The easement is surrounded by property owned by College Station ISD and is already developed in the immediate area.

11. Such public right-of-way/easement has been and is being used as follows:

The utility located in the easement is being relocated to accommodate the addition of a new building expansion.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.



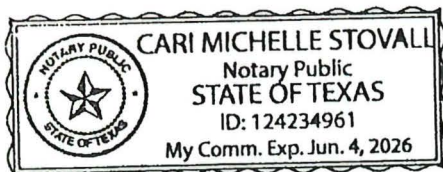
Signature and title

6/24/25

Date

STATE OF TEXAS §
 § ACKNOWLEDGEMENT
COUNTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 24th day of June, 2025 by
MR. TIM HARKIDER





Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: College Station High School

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

Lot 1, Block 1 of the College Station High School

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.



**FIELD NOTES DESCRIPTION
OF A
0.088 ACRE PORTION OF A
10' WIDE ELECTRICAL EASEMENT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF A 0.088 ACRE PORTION OF A 10' WIDE ELECTRICAL EASEMENT IN THE ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, OVER, ACROSS AND UPON LOT 1, BLOCK 1 OF THE COLLEGE STATION HIGH SCHOOL SUBDIVISION FILED IN VOLUME 11225, PAGE 268 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.088 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point in the southeast right-of-way line of Barron Road (90' wide right-of-way, 8289/62 OPRBCT), same being the northwest line of said Lot 1, from which a 1/2 inch iron rod with orange plastic cap stamped 'HP MAYO RPLS 5045' found at the west corner of said Lot 1 bears S 42° 34' 26" W, a distance of 378.73 feet and also from the Point of Commencement, another 1/2 inch iron rod with orange plastic cap stamped 'HP MAYO RPLS 5045' found at an angle point in said right-of-way bears N 42° 34' 26" E, a distance of 563.08 feet;

THENCE, crossing said Lot 1, S 47° 25' 34" E, a distance of **129.56 feet** to a point on the southwest line of said existing 10' wide electrical easement dedicated by said plat (11225/268 OPRBCT), for the **POINT OF BEGINNING** hereof, from which the City of College Station monument CS94-131 bears N 28° 24' 09" E, a distance of 7,048.87 feet;

THENCE, continuing across said Lot 1, severing said electrical easement, N 46° 45' 05" E, for a distance of **10.03 feet** to a point on the northeast line of said electrical easement, for the north corner hereof;

THENCE, continuing across said Lot 1, with the northeast line of said electrical easement, S 47° 25' 55" E, a distance of **388.72 feet** to a point for the southeast corner hereof;

THENCE, continuing across said Lot 1, severing said electrical easement, N 89° 43' 21" W, for a distance of **14.86 feet** to a point on the southwest line of said easement, for the southwest corner hereof;

THENCE, continuing across said Lot 1, with the southwest line of said electrical easement, **N 47° 25' 55" W**, a distance of **378.46 feet** to the **POINT OF BEGINNING** hereof and containing **0.088 of an acre**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared June 2025 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/divide by a combined scale factor of 1.00009999352839 (calculated using GEOID12B). Reference drawing: 25-0737-Exhibit.



Michael Konetski 6/24/25

Michael Konetski

Registered Professional Land Surveyor No. 6531

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

Application for Abandonment of
a Public Right-of-Way/Easement

Location: College Station High School

EXHIBIT NO. 2

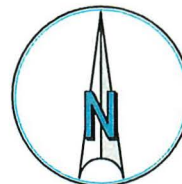
Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement 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.

BARRON ROAD
(90' WIDE RIGHT-OF-WAY,
8289162 OPRBCT)

1/2 INCH IRON ROD WITH ORANGE
PLASTIC CAP STAMPED 'HP MAYO
RPLS 5045' FOUND (CM) AT THE
WEST CORNER OF LOT 1 BEARS
S 42°34'26" W 378.73'

POINT OF COMMENCEMENT

1/2 INCH IRON ROD WITH
ORANGE PLASTIC CAP
STAMPED 'HP MAYO RPLS
5045' FOUND (CM) BEARS
N 42°34'26" E 563.08'



SCALE: 1" = 40'

LOT 1, BLOCK 1
COLLEGE STATION HIGH
SCHOOL SUBDIVISION
(PLAT, 11225/268 OPRBCT)

10' WIDE ELECTRIC
EASEMENT
(9354/203 OPRBCT)

10' WIDE ELECTRIC
EASEMENT
(11225/268 OPRBCT)

POINT OF BEGINNING
(CITY OF COLLEGE STATION MONUMENT
C594-131 BEARS N 28°24'09" E 7,048.87')

10' WIDE PUBLIC
UTILITY EASEMENT
(11225/268 OPRBCT)

PROPOSED 10' WIDE PUBLIC UTILITY EASEMENT
(PREPARED BY SEPARATE INSTRUMENT)

**0.088 ACRE PORTION
OF EXISTING 10' WIDE
ELECTRICAL EASEMENT**
(3,836 SQ. FT.)

MATCHLINE SHEET 2

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
8" WATER LINE

W-8"

APPROXIMATE LOCATION OF
BURIED GAS LINE

GAS

APPROXIMATE LOCATION OF
BURIED ELECTRICAL LINE

UE



SHEET 1 OF 2

SEE SHEET 2 FOR GENERAL NOTES

**EXHIBIT
OF A**

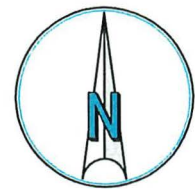
**0.088 ACRE PORTION OF AN EXISTING 10' WIDE ELECTRICAL EASEMENT
OVER, ACROSS AND UPON
LOT 1, BLOCK 1, COLLEGE STATION HIGH SCHOOL SUBDIVISION
FILED IN VOLUME 11225, PAGE 268 OPRBCT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS**



"When one person stands
to gain over another, the
facts must be uncovered"

SCALE: 1 INCH = 40 FEET
SURVEY DATE: 06-12-2025 | PLAT DATE: 06-24-2025
JOB NUMBER: 25-0737 | CAD NAME: 25-0737-EXHIBIT
POINT FILE: 24-504 (cont); 25-0737 (job)
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

LOT 1, BLOCK 1
COLLEGE STATION HIGH
SCHOOL SUBDIVISION
(PLAT, 11225/268 OPRBCT)



SCALE: 1" = 40'

0.088 ACRE PORTION
OF EXISTING 10' WIDE
ELECTRICAL EASEMENT
(3,836 SQ. FT.)

PROPOSED 10' WIDE
PUBLIC UTILITY
EASEMENT
(PREPARED BY
SEPARATE
INSTRUMENT)

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
6" WATER LINE

W-6"

APPROXIMATE LOCATION OF
8" WATER LINE

W-8"

APPROXIMATE LOCATION OF
BURIED GAS LINE

GAS

APPROXIMATE LOCATION OF
BURIED ELECTRICAL LINE

UE

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) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00009999352839 (CALCULATED USING GEOID12B).

(CM) INDICATES CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY BOUNDARIES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

UNDERGROUND UTILITIES ARE APPROXIMATED BASED ON ABOVE GROUND FEATURES, AVAILABLE MAPS AND MARKINGS BY UTILITY PROVIDERS. ADDITIONAL UTILITIES MAY EXIST THAT ARE NOT SHOWN ON THIS SURVEY.

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.

HIGH SCHOOL BUILDING

STONE WALL

10' WIDE ELECTRIC
EASEMENT
(11225/268 OPRBCT)

N 89°43'21" W
14.86'

10' WIDE PUBLIC
UTILITY EASEMENT
(11225/268 OPRBCT)

SHEET 2 OF 2

EXHIBIT
OF A

0.088 ACRE PORTION OF AN EXISTING 10' WIDE ELECTRICAL EASEMENT
OVER, ACROSS AND UPON
LOT 1, BLOCK 1, COLLEGE STATION HIGH SCHOOL SUBDIVISION
FILED IN VOLUME 11225, PAGE 268 OPRBCT
ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54
COLLEGE STATION, BRAZOS COUNTY, TEXAS



"When one person stands
to gain over another, the
facts must be uncovered"

SCALE: 1 INCH = 40 FEET
SURVEY DATE: 06-12-2025 | PLAT DATE: 06-24-2025
JOB NUMBER: 25-0737 | CAD NAME: 25-0737-EXHIBIT
POINT FILE: 24-504 (cont); 25-0737 (job)
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

Application for Abandonment of
a Public Right-of-Way/Easement

Location: College Station High School

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____
Title: _____

*Signatures not needed.
Electrical Easement Only*

FRONTIER

By: _____
Title: _____

OPTIMUM

By: _____
Title: _____

BRYAN TEXAS UTILITIES

By: 
Title: Engineering Design Manager

WELLBORN SUD

By: _____
Title: _____

*Signature not needed.
Electrical Easement Only.*

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 4002 Victoria Ave - ABAN2025-000006

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.



City Engineer
City of College Station



Building Official
City of College Station



Zoning Official
City of College Station



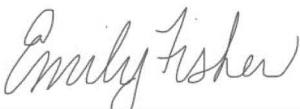
Fire Marshal
City of College Station



Electric Department
City of College Station



Water Services Department
City of College Station



Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: College Station High School

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: N/A

ADDRESS: _____

NAME: N/A

ADDRESS: _____

NAME: N/A

ADDRESS: _____

TITLE REPORT

GF No.: 2404900CS

Certification Date: September 18, 2024

Property Description:

Lot One (1), Block One (1), College Station High School Subdivision, City of College Station, according to the plat thereof recorded in Volume 11225, Page 268, Official Records, Brazos County, Texas.

Title Vested In:

College Station Independent School District

Vesting Deed to owners shown herein was dated September 9, 1999 and recorded in Volume 3604, Page 243, Official Records, Brazos County, Texas.

Subject to:

None of Record.

Restrictions:

None of Record.

Exceptions:

Any portion of the subject property lying within the boundaries of a public or private roadway.

Changes in area or boundary lines by reason of erosion, avulsion or accretion caused by lake/creek, which forms a boundary of the tract insured herein.

Easements and Building Lines as set out on plat recorded in Volume 11225, Page 268, Official Records, Brazos County, Texas.

Easement:

From: A.S. McSwain, et al

To: City of Bryan, Texas

Dated: April 19, 1937

Recorded: Volume 98, Page 319, Deed Records, Brazos County, Texas.

Easement:

From: A.S. McSwain

To: City of Bryan, Texas

Dated: April, 1937

Recorded: Volume 98, Page 321, Deed Records, Brazos County, Texas.

Easement:

From: A. S. McSwain

To: Wellborn Water supply Corporation

Dated: July 14, 1971

Recorded: Volume 303, Page 325, Deed Records, Brazos County, Texas.

Easement:

From: Lois P. McSwain, et al

To: Producer's Gas Company

Dated: January 13, 1982

Recorded: Volume 517, Page 504, Deed Records, Brazos County, Texas.

Easement:

From: A.S. McSwain, Jr. et al
To: Producer's Gas Company
Dated: August 13, 1981
Recorded: Volume 534, Page 96, Official Records, Brazos County, Texas.

Easement:
From: Lois P. McSwain Trust
To: Producer's Gas Company
Dated: August 13, 1981
Recorded: Volume 534, Page 102, Deed Records, Brazos County, Texas.

Easement:
From: College Station Independent School District
To: City of College Station, Texas
Dated: September 18, 2007
Recorded: Volume 8312, Page 33, Official Records, Brazos County, Texas.

Easement:
From: College Station Independent School District
To: City of College Station, Texas
Dated: September 17, 2008
Recorded: Volume 8809, Page 78, Official Records, Brazos County, Texas.

Easement:
From: College Station Independent School District formerly known as A&M Consolidated Independent School District
To: City of College Station, Texas
Dated: October 19, 2009
Recorded: Volume 9354, Page 203, Official Records, Brazos County, Texas.

Easement:
From: College Station Independent School District
To: City of College Station, Texas
Dated: August 17, 2010
Recorded: Volume 9789, Page 134, Official Records, Brazos County, Texas.

Any right, interest or claim that may exist, arise or be asserted against the Title under or pursuant to the Perishable Agricultural Commodities Act of 1930, as amended, 7 USC 499a et seq., the Packers and Stockyard Act of 1921, as amended, 7 USC 181 et seq., or any similar state laws.

Terms, Conditions, and Stipulations in the Easement Abandonment and Realignment Agreement by and between:
Parties: Gary Seaback, College Station Independent School District and Barron Road Meadows, L.P.
Dated: December 14, 2004
Recorded: Volume 6431, Page 231, Official Records, Brazos County, Texas.

Terms, Conditions and Stipulations in Lease Agreement:
Lessor: College Station Independent School District
Lessee: New Cingular Wireless PCS, LLC
Dated: May 27, 2014
Recorded: Volume 12071, Page 141, Official Records, Brazos County, Texas.

Mineral Reservation in Deed:
By: A.S. McSwain, et ux
To: A.S. McSwain, Jr.
Dated: September 11, 1948
Recorded: Volume 136, Page 253, Deed Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Mineral Reservation in Deed:
By: R.F. McSwain, et ux
To: A.S. McSwain
Dated: July 29, 1954
Recorded: Volume 164, Page 419, Deed Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Mineral Reservation in Deed:
By: E. B. McSwain, et ux
To: A. S. McSwain
Dated: January 1, 1957
Recorded: Volume 186, Page 425, Deed Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Mineral Reservation in Deed:
By: Gary Seaback
To: College Station Independent School District
Dated: September 9, 1999
Recorded: Volume 3604, Page 243, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Royalty Deed:

By: Ross F. McSwain, Jr.

To: JD Minerals, et al

Dated: February 5, 1993

Recorded: Volume 1715, Page 266, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Royalty Deed:

By: Ross Francis McSwain, Sr., Testamentary Trust

To: JD Minerals, et al

Dated: March 5, 1993

Recorded: Volume 1739, Page 95, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: A.S. McSwain, et ux

Lessee: Cities Service Company

Dated: September 27, 1976

Recorded: Volume 24, Page 149, Oil and Gas Lease Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: A.S. McSwain, Jr., et al

Lessee: Cities Service Company

Dated: September 28, 1976

Recorded: Volume 24, Page 155, Oil and Gas Lease Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Amended:

Recorded: Volume 1999, Page 293, Official Records. Brazos County, Texas

Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: Grace M. Goen

Lessee: Cities Service Company

Dated: September 27, 1976

Recorded: Volume 24, Page 163, Oil and Gas Lease Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: Lurline M. Edge

Lessee: Cities Service Company

Dated: September 27, 1976

Recorded: Volume 24, Page 167, Oil and Gas Lease Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: Paul F. McSwain

Lessee: Cities Service Company

Dated: September 27, 1976

Recorded: Volume 24, Page 244, Oil and Gas Lease Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: Ross F. McSwain, Jr.

Lessee: Cities Service Company

Dated: September 27, 1976

Recorded: Volume 24, Page 249, Oil and Gas Lease Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Amended:

Recorded: Volume 496, Page 120, Official Records, Brazos County, Texas.

Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: Irma L. McSwain

Lessee: Cities Service Company

Dated: September 27, 1976

Recorded: Volume 24, Page 377, Oil and Gas Lease Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: Lynette E. Brown

Lessee: The Williams Partnership

Dated: April 17, 1991

Recorded: Volume 1260, Page 216, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Amended:

Recorded: Volume 1419, Page 244, Official Records, Brazos County, Texas.

Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: A.S. McSwain, Jr., et al

Lessee: The Williams Partnership

Dated: February 25, 1991

Recorded: Volume 1260, Page 219, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Amended:

Recorded: Volume 1419, Page 258, Official Records, Brazos County, Texas.

Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: A.S. McSwain, Jr., et al

Lessee: The Williams Partnership

Dated: February 25, 1991

Recorded: Volume 1260, Page 222, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Amended:

Recorded: Volume 1999, Page 290, Official Records, Brazos County, Texas.

Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: Irma McSwain

Lessee: The Williams Partnership

Dated: April 16, 1991

Recorded: Volume 1260, Page 241, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Amended:

Recorded: Volume 1419, Page 262, Official Records, Brazos County, Texas.

Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: Ross F. McSwain

Lessee: The Williams Partnership

Dated: April 16, 1991

Recorded: Volume 1271, Page 296, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Amended:

Recorded: Volume 1419, Page 264, Official Records, Brazos County, Texas.

Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: Oliver F. Goen, et al

Lessee: The Williams Partnership

Dated: April 23, 1991

Recorded: Volume 1282, Page 189, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Amended:

Recorded: Volume 1419, Page 247, Official Records, Brazos County, Texas.

Memorandum of Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: Ann Duke

Lessee: Petroedge Energy, III

Dated: June 24, 2014

Recorded: Volume 12163, Page 254, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Memorandum of Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: Patricia Hanshaw

Lessee: Petroedge Energy, III

Dated: June 24, 2014

Recorded: Volume 12163, Page 256, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Memorandum of Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: Theresa Holland

Lessee: Petroedge Energy, III, LLC

Dated: June 24, 2014

Recorded: Volume 12163, Page 258, Official Records, Brazos County, Texas. Title to said interest has not been investigated subsequent to the date of the aforesaid instrument.

Memorandum of Oil and Gas Lease, and all terms, conditions and stipulations therein:

Lessor: Damian Seaback

Lessee: Petroedge Energy, III, LLC

Dated: June 24, 2014

Recorded: Volume 12163, Page 260, Official Records, Brazos County, Texas. Title to said interest has not been

investigated subsequent to the date of the aforesaid instrument.

[CLICK HERE FOR DOCUMENTS](#)

Upon examination of the public records Brazos County, Texas, we find no exception to title of the subject property other than those shown above. This Title Report is issued with the express understanding, evidenced by acceptance of same, that the liability of the undersigned is limited to the actual monetary consideration paid for same.

University Title Company

A handwritten signature in black ink, consisting of stylized, cursive letters, positioned above a horizontal line.

GF No.: **2503895CS**
Effective Date: **June 3, 2025**

NOTHING FURTHER CERTIFICATE

STATE OF TEXAS
COUNTY OF Brazos

THIS IS TO CERTIFY: That we have examined the records of the County Clerk of Brazos County, Texas as they are reflected in the geographically indexed title plant of University Title Company as to the following property, to-wit:

Lot One (1), Block One (1), College Station High School Subdivision, City of College Station, according to the plat thereof recorded in Volume 11225, Page 268, Official Records, Brazos County, Texas.

And that our records reflect that the following is a true and correct list of documents affecting title to the real property described supra between the dates of **September 18, 2024** and **June 3, 2025**:

None of Record.

This certificate is issued with the express understanding, evidenced by the acceptance of same that the undersigned does not undertake to give or express any opinion as to the validity of the title to the property above, but is simply reporting briefly herein as to the instruments listed above found of record pertaining to said property, and it is expressly understood and agreed that this Certificate is neither a guaranty nor warranty of the title. By acceptance of this Certificate it is understood that the liability of the issuer hereof is expressly limited to the actual monetary consideration paid for same. We have not made any examination as to property taxes, tax suits, special assessments or conflicts.

University Title Company

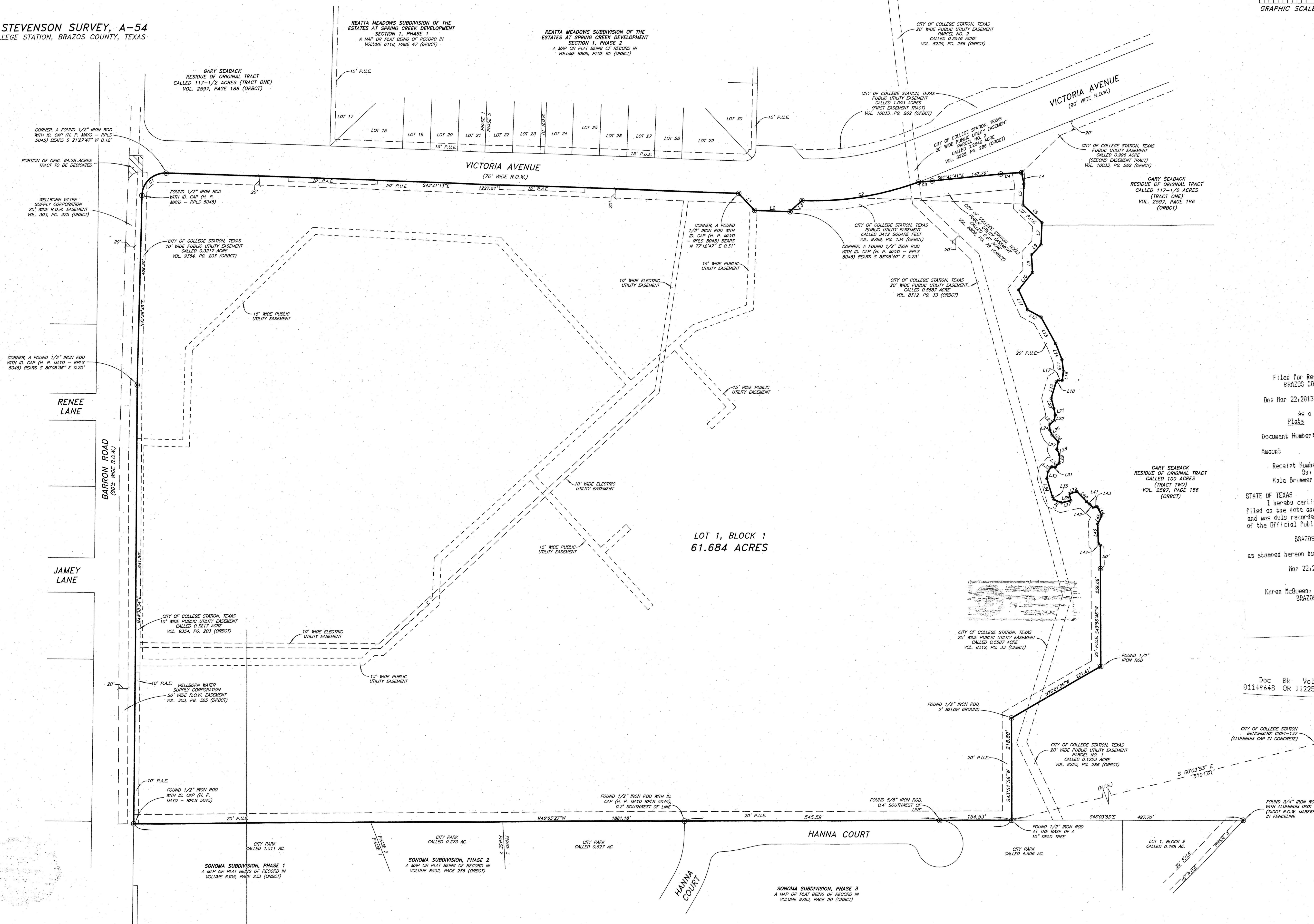

By: _____

ROBERT STEVENSON SURVEY, A-54
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

100 0 100 200 300
GRAPHIC SCALE - FEET



SCALE: 1" = 100'



Filed for Record in:
BRAZOS COUNTY

On: Mar 22, 2013 at 01:37P

As a
Plat

Document Number: 01149648

Amount 63.00

Receipt Number - 465352

By:
Kala Brummer

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Mar 22, 2013

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

Doc Bk Vol Pg
01149648 OR 11225 268

LEGEND

- BOUNDARY LINE
- U/G = UNDER GROUND
- R.O.W. = RIGHT-OF-WAY
- P.U.E. = PUBLIC UTILITY EASEMENT
- P.A.E. = PUBLIC ACCESS EASEMENT
- DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS
- ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

W. O. NO. 6395 (GESSNER)365.DWG/AMEND REF: GESSNER)365.SURVEY
Hodde & Hodde Land Surveying, Inc.
Professional Land Surveying
613 E. Blue Bell Road - Brenham, Texas 77833
979-836-5681 - 979-836-5683 (Fax)
www.hoddesurveying.com

ENGINEER
GESSNER ENGINEERING
2501 ASHFORD DRIVE
COLLEGE STATION, TEXAS 77840
PHN. (979)-680-8840

FINAL PLAT OF COLLEGE STATION HIGH SCHOOL SUBDIVISION

LOT 1, BLOCK 1
61.684 ACRES
ROBERT STEVENSON SURVEY, A-54
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

OWNER/DEVELOPER
COLLEGE STATION INDEPENDENT
SCHOOL DISTRICT
1812 WELSH AVENUE
COLLEGE STATION, TEXAS 77840
PHN. (979)-764-5400

(FINAL PLAT)
SHEET 1
OF 2

NOTES:

1. THE BEARINGS SHOWN HEREON ARE RELATIVE TO TRUE NORTH AS OBTAINED BY GPS OBSERVATIONS, OBSERVED AT LATITUDE: 30°33'35.17" N - LONGITUDE: 96°17'13.07" W (NAD83).

2. NO PART OF THE SUBJECT PROPERTY LIES WITHIN THE SPECIAL FLOOD HAZARD AREA ACCORDING TO THE FLOOD INSURANCE RATE MAP (FIRM) AS COMPILED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, NATIONAL FLOOD INSURANCE PROGRAM, MAP NUMBER 48041C0325E, EFFECTIVE DATE MAY 16, 2012, BRAZOS COUNTY, TEXAS.

3. ○ - DENOTES A 5/8" IRON ROD SET WITH PLASTIC ID. CAP (HODDE & HODDE - RPLS 5197) UNLESS OTHERWISE NOTED HEREON.

3. SUBJECT TO EASEMENTS, CONDITIONS, COVENANTS AND RESTRICTIONS AS STATED OR SHOWN HEREON, AND ANY OF RECORD WHICH MAY BE APPLICABLE.

4. SUBJECT TO A 20' WIDE RIGHT OF WAY EASEMENT TO THE CITY OF BRYAN, TEXAS AS RECORDED IN VOLUME 98, PAGE 519, IN THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. (NO DESCRIPTION)

5. SUBJECT TO A 20' WIDE RIGHT OF WAY EASEMENT TO THE CITY OF BRYAN, TEXAS AS RECORDED IN VOLUME 98, PAGE 321, IN THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. (NO DESCRIPTION)

6. SUBJECT TO A 30' WIDE RIGHT OF WAY EASEMENT TO PRODUCER'S GAS COMPANY AS RECORDED IN VOLUME 517, PAGE 504, IN THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. (NO DESCRIPTION)

7. SUBJECT TO A TEMPORARY BLANKET UTILITY EASEMENT TO THE CITY OF COLLEGE STATION AS RECORDED IN VOLUME 9639, PAGE 272, IN THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

8. THE SUBJECT PROPERTY IS ZONED A-O. (AGRICULTURAL OPEN)

9. THIS SURVEY WAS PERFORMED IN CONJUNCTION WITH BRAZOS COUNTY ABSTRACT COMPANY, TITLE REPORT OF NO. 152936, PREPARED ON OCTOBER 24, 2012.

10. PROPERTY ADDRESS: 4200 VICTORIA AVENUE
COLLEGE STATION, TEXAS 77845

LINE TABLE

NUM	BEARING	DISTANCE
L1	S1°18'47"W	49.50'
L2	S43°41'13"E	76.06'
L3	S89°41'13"E	35.56'
L4	S33°37'25"W	25.30'
L5	S46°23'51"W	45.24'
L6	S2°36'21"E	55.26'
L7	S46°39'16"W	47.78'
L8	S87°11'44"W	29.88'
L9	S40°59'20"W	37.60'
L10	S82°11'57"W	47.98'
L11	S16°40'46"W	42.10'
L12	S17°05'13"E	32.41'
L13	S15°26'08"W	65.90'
L14	S22°39'28"W	36.24'
L15	S37°03'50"W	24.90'
L16	S51°19'08"W	20.10'
L17	N50°14'46"W	8.59'
L18	N79°03'23"W	5.45'
L19	S50°37'26"W	36.68'
L20	S28°35'05"W	22.24'
L21	S33°54'48"W	14.68'
L22	S53°25'17"W	12.51'
L23	N87°45'15"W	13.52'
L24	S40°06'25"W	11.27'
L25	S20°38'06"W	11.40'
L26	S21°13'58"W	18.66'
L27	S53°24'13"W	16.34'
L28	S18°01'20"W	13.26'
L29	S48°26'34"W	18.05'
L30	S89°17'13"W	11.79'
L31	N41°32'13"W	7.38'
L32	S84°16'21"W	12.59'
L33	S52°32'17"W	16.05'
L34	S27°15'47"W	39.77'
L35	S16°54'23"W	7.50'
L36	S21°44'47"E	17.08'
L37	S59°34'48"E	21.25'
L38	N32°00'28"E	14.64'
L39	S61°17'02"E	17.12'
L40	S0°19'42"E	28.81'
L41	S31°14'33"E	10.45'
L42	S6°38'32"E	8.89'
L43	S54°56'16"E	8.46'
L44	S18°17'32"W	21.37'
L45	S69°46'57"W	20.32'
L46	S42°28'00"W	40.48'
L47	S2°09'13"W	6.60'

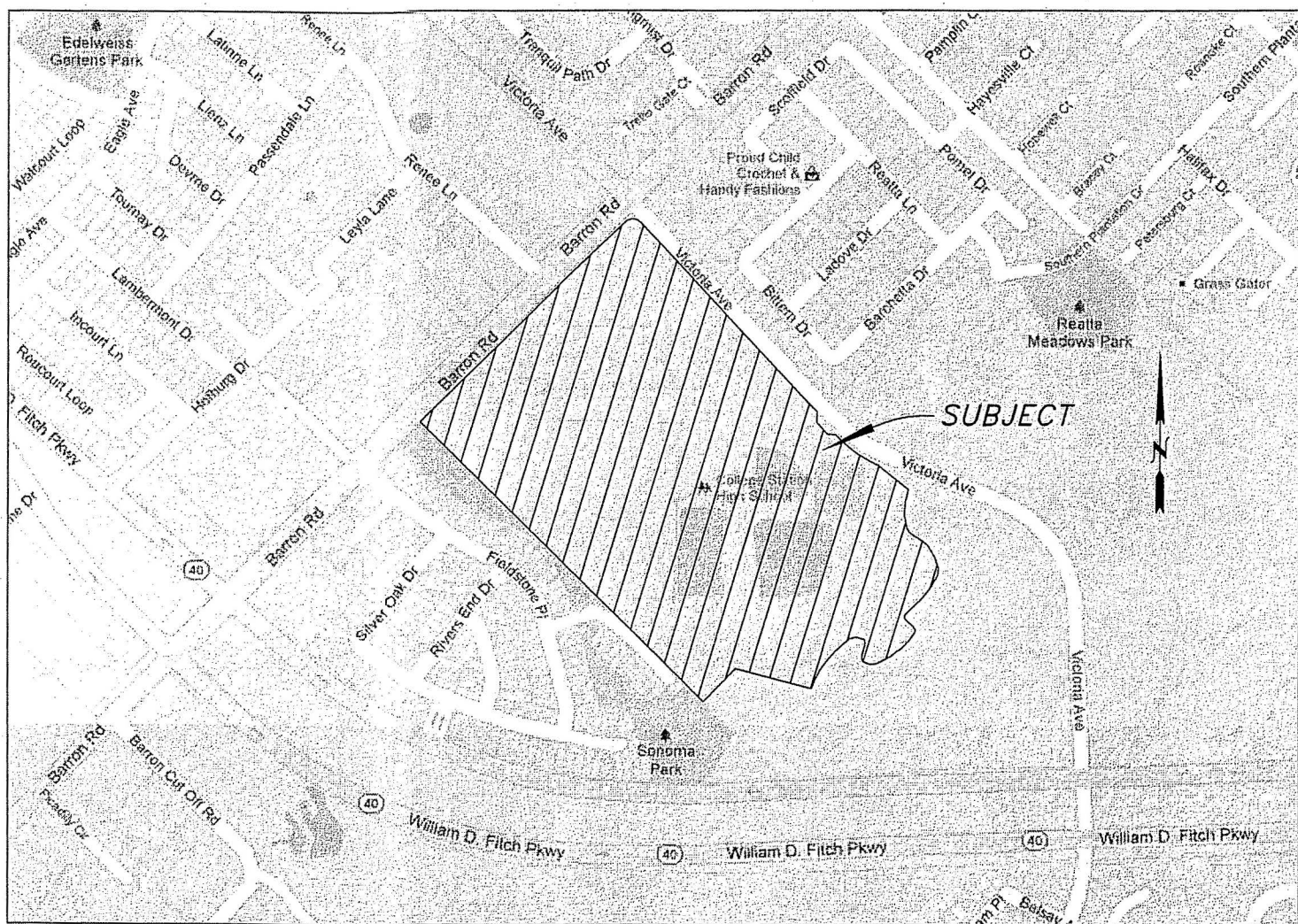
CURVE TABLE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	90°32'28"	79.01'	50.00'	S89°05'02"E	71.04'
C2	22°30'56"	253.47'	645.00'	S54°56'41"E	251.84'
C3	2°09'56"	29.10'	770.00'	S85°37'12"E	29.10'
C4	4°10'39"	45.20'	620.00'	S49°36'50"E	45.19'

SURVEY MAP

SHOWING A SURVEY OF 61.684 ACRES OF LAND, LYING AND BEING SITUATED IN THE CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS, PART OF THE ROBERT STEVENSON SURVEY, A-54, BEING PART OF THE SAME LAND CALLED 64.28 ACRES (TRACT 1), AS DESCRIBED IN THE DEED FROM GARY SEABACK TO COLLEGE STATION INDEPENDENT SCHOOL DISTRICT, DATED SEPTEMBER 9, 1999, AS RECORDED IN VOLUME 3604, PAGE 243, IN THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

VICINITY MAP
(NOT TO SCALE)



CERTIFICATE OF OWNERSHIP AND DEDICATION

THE STATE OF TEXAS

COUNTY OF BRAZOS

WE, COLLEGE STATION INDEPENDENT SCHOOL DISTRICT, OWNERS AND DEVELOPERS OF THE LAND SHOWN ON THIS PLAT, AND WHOSE NAMES ARE SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS, PARKS, GREENWAYS, INFRASTRUCTURE, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE AND CONSIDERATION THEREIN EXPRESSED. ALL SUCH DEDICATIONS SHALL BE IN FEE SIMPLE UNLESS EXPRESSLY PROVIDED OTHERWISE.

Valerie A. Cohen

PRESIDENT OF THE BOARD OF TRUSTEES
COLLEGE STATION INDEPENDENT SCHOOL DISTRICT

NOTARY PUBLIC ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF BRAZOS

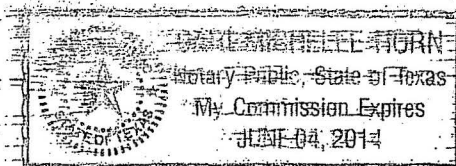
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 28th DAY OF January, 2013,

BY Valerie Jochen

Carli Michelle Horn

NOTARY PUBLIC, STATE OF TEXAS

NOTARY'S COMMISSION EXPIRES:



Doc. 01149648 Bk. Vol. Pg. 11225 269

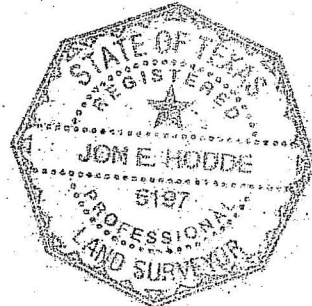
CERTIFICATION

THE STATE OF TEXAS

COUNTY OF BRAZOS

I, JON E. HODDE, REGISTERED PROFESSIONAL LAND SURVEYOR, NO. 5197 OF THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THIS MAP SHOWING A SURVEY OF 61.684 ACRES OF LAND AND THE IMPROVEMENTS SITUATED THEREON IS TRUE AND CORRECT IN ACCORDANCE WITH AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY PERSONAL DIRECTION AND SUPERVISION.

DATED THIS THE 28TH DAY OF NOVEMBER, 2012, A.D.



JON E. HODDE
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 5197
HODDE & HODDE LAND SURVEYING, INC.
613 EAST BLUE BELL ROAD
BRENNHAM, TEXAS 77833
(979)-836-5681

CERTIFICATE OF THE COUNTY CLERK

THE STATE OF TEXAS

COUNTY OF BRAZOS

I, KAREN MCQUEEN, COUNT CLERK, IN AND FOR SAID COUNTY, DO HEREBY CERTIFY THAT THIS PLAT TOGETHER WITH ITS CERTIFICATES OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE THE 21 DAY OF March, 2013, IN THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS, IN VOLUME 11225, PAGE 268.

WITNESS MY HAND AND OFFICIAL SEAL, AT MY OFFICE IN BRYAN, TEXAS.

Karen McQueen
COUNTY CLERK
BRAZOS COUNTY, TEXAS

Def. Fala Brum

CERTIFICATE OF CITY ENGINEER

I, ALAN GIBBS, CITY ENGINEER OF THE CITY OF COLLEGE STATION, TEXAS, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO THE REQUIREMENTS OF THE SUBDIVISION REGULATIONS OF THE CITY OF COLLEGE STATION.

Alan Gibbs
CITY ENGINEER
CITY OF COLLEGE STATION, TEXAS

CERTIFICATE OF PLANNING AND ZONING COMMISSION

I, MIKE ASHFIELD, CHAIRMAN OF THE PLANNING AND ZONING COMMISSION OF THE CITY OF COLLEGE STATION, TEXAS, HEREBY CERTIFY THAT THE ATTACHED PLAT WAS DULY APPROVED BY THE COMMISSION ON THE 21 DAY OF Feb, 2013.

Mike Ashfield
CHAIRMAN

W. O. NO. 6395 (GESSNER305.DWG/ANNEW) REF: GESSNER305.SURVEY

Hodde & Hodde Land Surveying, Inc.
Professional Land Surveying
613 E. Blue Bell Road . Brenham, Texas 77833
979-836-5681 . 979-836-5683 (Fax)
www.hoddesurveying.com

ENGINEER
GESSNER ENGINEERING
2501 ASHFORD DRIVE
COLLEGE STATION, TEXAS 77840
PHN. (979)-680-8840

FINAL PLAT OF COLLEGE STATION HIGH SCHOOL SUBDIVISION

LOT 1, BLOCK 1
61.684 ACRES
ROBERT STEVENSON SURVEY, A-54
CITY OF COLLEGE STATION, BRAZOS COUNTY, TEXAS

OWNER/DEVELOPER
COLLEGE STATION INDEPENDENT
SCHOOL DISTRICT
1812 WELSH AVENUE
COLLEGE STATION, TEXAS 77840
PHN. (979)-764-5400

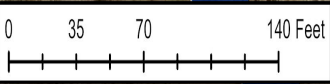
(FINAL PLAT)
SHEET 2
OF 2

LOCATION MAP



BARRON ROAD

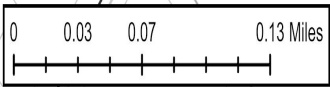
10' WIDE ELECTRICAL
EASEMENT TO BE ABANDONED
0.088 ACRES



VICINITY MAP



ABANDONMENT OF 10' WIDE
ELECTRICAL EASEMENT



ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.088 ACRE PORTION OF THE 10-FT WIDE ELECTRICAL EASEMENT, SAID PORTION LYING OVER, ACROSS, AND UPON LOT 1, BLOCK 1, OF THE COLLEGE STATION HIGH SCHOOL SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 11225, PAGE 268 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 0.088 acre portion of the 10-FT Wide Electrical Easement, said portion lying over, across, and upon Lot 1, Block 1, of the College Station High School Subdivision, according to the plat recorded in Volume 11225, Page 268, of the Official Public Records of Brazos County, Texas, as described in **Exhibit “A”**, attached hereto (such portion hereinafter referred to as the “Electrical Easement”); and

WHEREAS, in order for the Electrical 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 Electrical Easement described in **Exhibit “A”** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Electrical 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 Electrical Easement.
3. There is no anticipated future public need or use for the Electrical Easement.
4. Abandonment of the Electrical Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Electrical 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

**Exhibit A****FIELD NOTES DESCRIPTION****OF A****0.088 ACRE PORTION OF A****10' WIDE ELECTRICAL EASEMENT****ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54****COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF A 0.088 ACRE PORTION OF A 10' WIDE ELECTRICAL EASEMENT IN THE ROBERT STEVENSON LEAGUE SURVEY, ABSTRACT 54, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, OVER, ACROSS AND UPON LOT 1, BLOCK 1 OF THE COLLEGE STATION HIGH SCHOOL SUBDIVISION FILED IN VOLUME 11225, PAGE 268 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 0.088 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point in the southeast right-of-way line of Barron Road (90' wide right-of-way, 8289/62 OPRBCT), same being the northwest line of said Lot 1, from which a 1/2 inch iron rod with orange plastic cap stamped 'HP MAYO RPLS 5045' found at the west corner of said Lot 1 bears S 42° 34' 26" W, a distance of 378.73 feet and also from the Point of Commencement, another 1/2 inch iron rod with orange plastic cap stamped 'HP MAYO RPLS 5045' found at an angle point in said right-of-way bears N 42° 34' 26" E, a distance of 563.08 feet;

THENCE, crossing said Lot 1, S 47° 25' 34" E, a distance of **129.56 feet** to a point on the southwest line of said existing 10' wide electrical easement dedicated by said plat (11225/268 OPRBCT), for the **POINT OF BEGINNING** hereof, from which the City of College Station monument C594-131 bears N 28° 24' 09" E, a distance of 7,048.87 feet;

THENCE, continuing across said Lot 1, severing said electrical easement, N 46° 45' 05" E, for a distance of **10.03 feet** to a point on the northeast line of said electrical easement, for the north corner hereof;

THENCE, continuing across said Lot 1, with the northeast line of said electrical easement, S 47° 25' 55" E, a distance of **388.72 feet** to a point for the southeast corner hereof;

THENCE, continuing across said Lot 1, severing said electrical easement, N 89° 43' 21" W, for a distance of **14.86 feet** to a point on the southwest line of said easement, for the southwest corner hereof;

Exhibit A

THENCE, continuing across said Lot 1, with the southwest line of said electrical easement, **N 47° 25' 55" W**, a distance of **378.46 feet** to the **POINT OF BEGINNING** hereof and containing **0.088 of an acre**, more or less.

Surveyed on the ground June 2025 under my supervision. See plat prepared June 2025 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/divide by a combined scale factor of 1.00009999352839 (calculated using GEOID12B). Reference drawing: 25-0737-Exhibit.



6/24/25

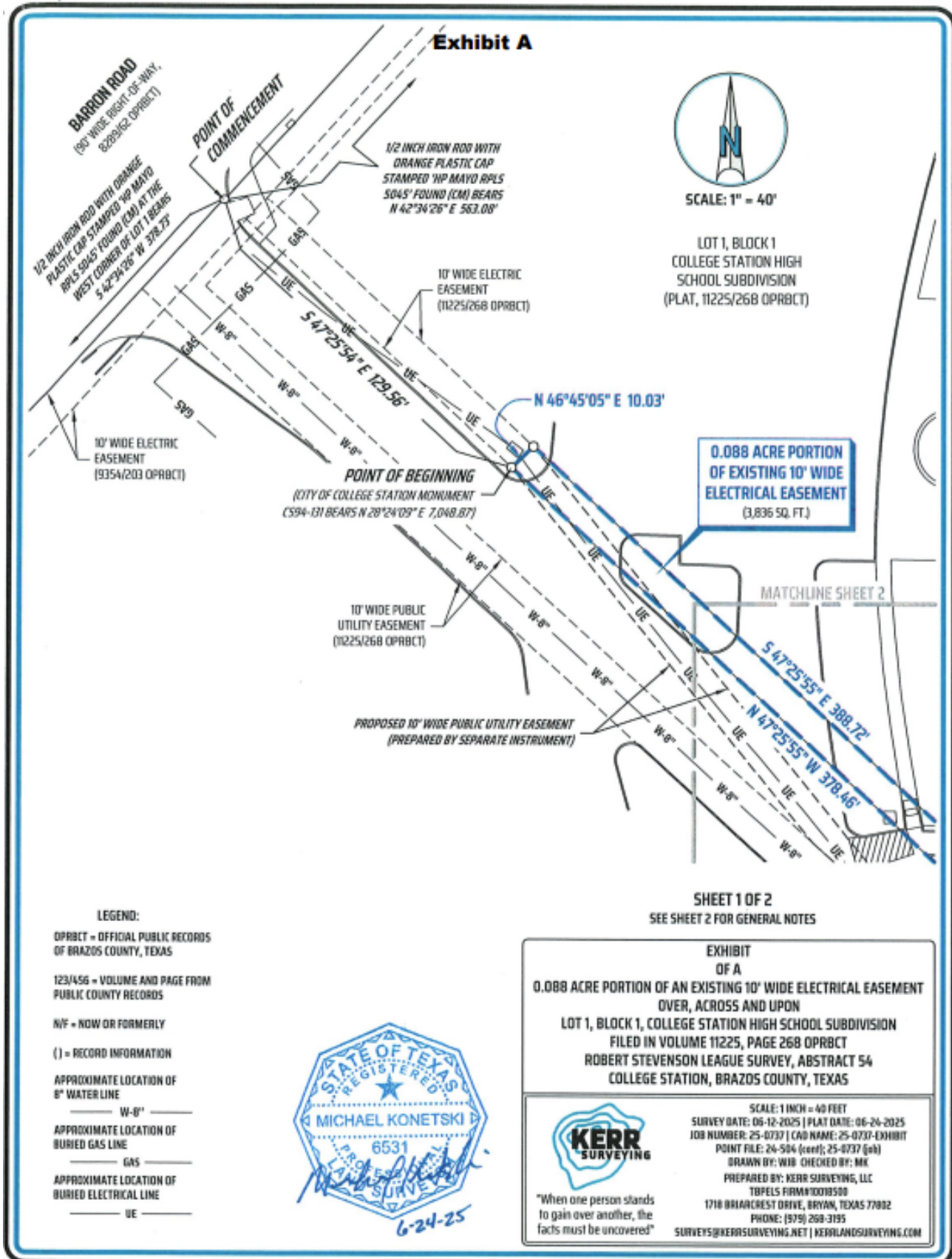
Michael Konetski

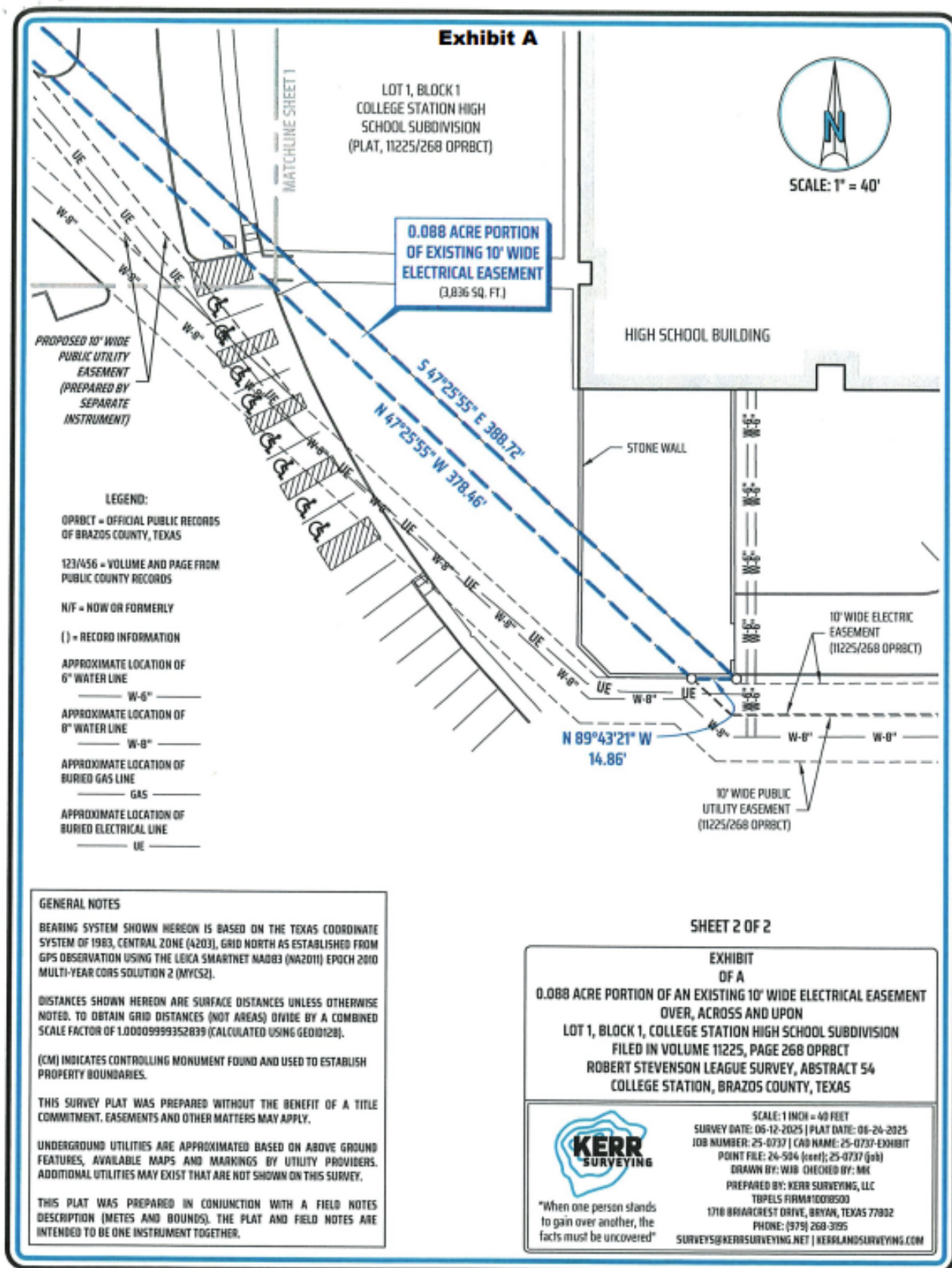
Registered Professional Land Surveyor No. 6531

**KERR
SURVEYING**

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.comSurveys@kerrsurveying.net | TBPELS Firm No. 10018500





September 25, 2025
Item No. 9.2.
Rezoning Justin Avenue within North Forest Estates

Sponsor: Heather Wade, Principal Planner

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2022-4391 in its entirety and 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 GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 9.86 acres being 26 lots and a common area within North Forest Estates, Block 1 and 2, generally located along Justin Avenue.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity

Recommendation(s): Staff recommends approval of this city-initiated rezoning as it is required for compliance with state law.

Summary: This is a city-initiated rezoning of approximately 9.95 acres generally located along Justin Avenue within North Forest Estates from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban. This rezoning is in effort to comply with state law (Senate Bill 1567).

Budget & Financial Summary:

Attachments:

1. Ordinance_NorthForest ROO

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. 2022-4391 IN ITS ENTIRETY AND AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 9.86 ACRES BEING 26 LOTS WITHIN NORTH FOREST ESTATES, BLOCK 1 AND 2, GENERALLY LOCATED ALONG JUSTIN AVENUE, 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”** 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 GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban:

26 Lots within North Forest Estates, Block 1 and 2, generally located along Justin Avenue.



September 25, 2025
Item No. 9.3.
Rezoning Bee Creek Drive and Southwood Drive

Sponsor: Heather Wade, Principal Planner

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2023-4438 in its entirety and 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 GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 27.1 acres being 39 lots within Southwood Phase 21, Block 3-6, generally located along Bee Creek Drive and Southwood Drive.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity

Recommendation(s): Staff recommends approval of this city-initiated rezoning as it is required for compliance with state law.

Summary: This is a city-initiated rezoning of approximately 27.1 acres generally located along Bee Creek Drive and Southwood Drive from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban. This rezoning is in effort to comply with state law (Senate Bill 1567).

Budget & Financial Summary:

Attachments:

1. Ordinance UDO ROO SW Ph.21(1)

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 27.1 ACRES BEING 39 LOTS WITHIN SOUTHWOOD PHASE 21, BLOCKS 3-6, GENERALLY LOCATED ALONG BEE CREEK DRIVE AND SOUTHWOOD DRIVE. 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”**, 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:

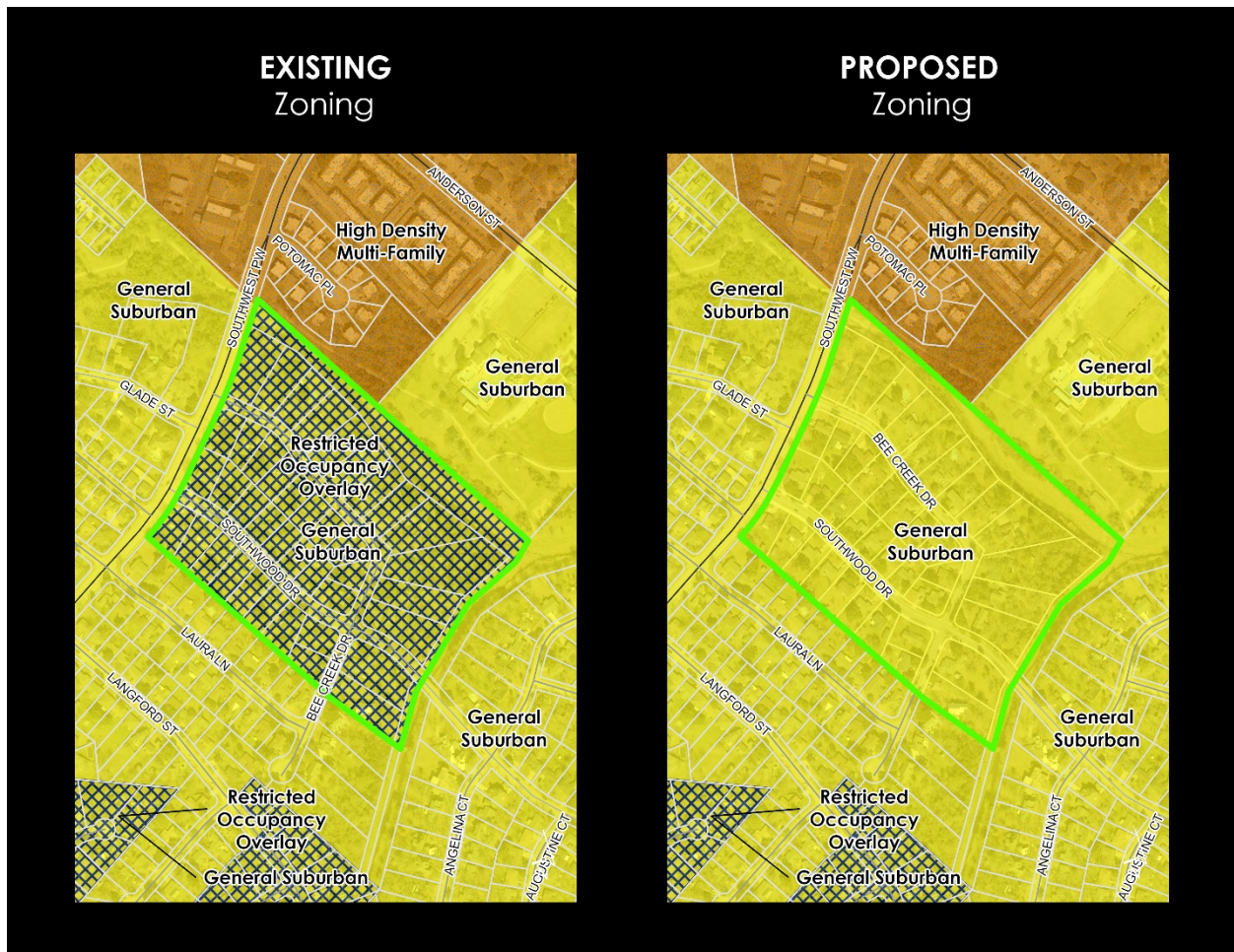
City Attorney

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 GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban:

39 Lots within Southwood Phase 21, Blocks 3-6, generally located along Bee Creek Drive and Southwood Drive.



September 25, 2025
Item No. 9.4.
Rezoning Lincoln Drive and Dominik Drive along Ashburn Avenue

Sponsor: Heather Wade, Principal Planner

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2023-4466 in its entirety and 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 GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 48.31 acres, being 103 lots within Southwood Subdivisions Sections 1, 2, 2A, 6, 7, 9, and 10 and Camelot Addition Section 2 Subdivision, generally located between Southwest Parkway and Guadalupe Drive.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity

Recommendation(s): Staff recommends approval of this city-initiated rezoning as it is required for compliance with state law.

Summary: This is a city-initiated rezoning of approximately 118.56 acres generally located between Lincoln Drive and Dominik Drive along Ashburn Avenue from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban. This rezoning is in effort to comply with state law (Senate Bill 1567).

Budget & Financial Summary:

Attachments:

1. Ordinance SW and Camelot ROO

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 48.31 ACRES, BEING 103 LOTS WITHIN SOUTHWOOD SUBDIVISIONS SECTIONS 1, 2, 2A, 6, 7, 9, AND 10 AND CAMELOT ADDITION SECTION 2 SUBDIVISION, GENERALLY LOCATED BETWEEN SOUTHWEST PARKWAY AND GUADALUPE DRIVE AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** and **Exhibit “B”**, attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban.:

20 Lots within Southwood Section 1, Block 1 and 2
13 Lots within Southwood Section 2, Block 2
4 Lots within Southwood Section 2A, Block 3
38 Lots within Southwood Section 6, 7, 9, Block 3, Block 7,
Block 8, and Block 9
8 Lots within Southwood Section 10, Block 1
20 Lots within Camelot Section 2, Block 1 and 2
Generally located between Southwest Parkway and Guadalupe
Drive

Exhibit B



September 25, 2025
Item No. 9.5.
Rezoning Lincoln Drive and Dominik Drive along Ashburn Avenue

Sponsor: Heather Wade, Principal Planner

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2024-4513 in its entirety and 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 GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 21.15 acres being 49 lots and a common area within Cat Hollow Phase 1 Subdivision and Glenhaven Estates Phase 8 Subdivision, generally located between Brazoswood Drive and Dominik Drive.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity

Recommendation(s): Staff recommends approval of this city-initiated rezoning as it is required for compliance with state law.

Summary: This is a city-initiated rezoning of approximately 118.56 acres generally located between Lincoln Drive and Dominik Drive along Ashburn Avenue from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban. This rezoning is in effort to comply with state law (Senate Bill 1567).

Budget & Financial Summary:

Attachments:

1. Ordinance CatHollow ROO(1)

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 21.15 ACRES BEING 49 LOTS AND A COMMON AREA WITHIN CAT HOLLOW PHASE 1 SUBDIVISION AND GLENHAVEN ESTATES PHASE 8 SUBDIVISION, GENERALLY LOCATED BETWEEN BRAZOSWOOD DRIVE AND DOMINIK DRIVE, AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** and **Exhibit “B”**, attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban:

49 Lots within Cat Hollow Phase 1 Subdivision and Glenhaven Estates Phase 3 Subdivision and Glenhaven Estates Phase 8 Subdivision, generally located between Brazoswood Drive and Dominik Drive.

Exhibit B



September 25, 2025
Item No. 9.6.
Rezoning Lincoln Drive and Dominik Drive along Ashburn Avenue

Sponsor: Heather Wade, Principal Planner

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2024-4536 in its entirety and 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 GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 117 acres being 147 lots within Sweet Briar, College Hills Woodlands, and Woodland Acres, generally located between Lincoln Drive and Dominik Drive along Ashburn Avenue.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity

Recommendation(s): Staff recommends approval of this city-initiated rezoning as it is required for compliance with state law.

Summary: This is a city-initiated rezoning of approximately 118.56 acres generally located between Lincoln Drive and Dominik Drive along Ashburn Avenue from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban. This rezoning is in effort to comply with state law (Senate Bill 1567).

Budget & Financial Summary:

Attachments:

1. Ordinance_College Hills

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 117 ACRES BEING 147 LOTS WITHIN SWEET BRIAR, COLLEGE HILLS WOODLANDS, AND WOODLAND ACRES, GENERALLY LOCATED BETWEEN LINCOLN DRIVE AND DOMINIK DRIVE ALONG ASHBURN AVENUE, AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** and **Exhibit “B”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

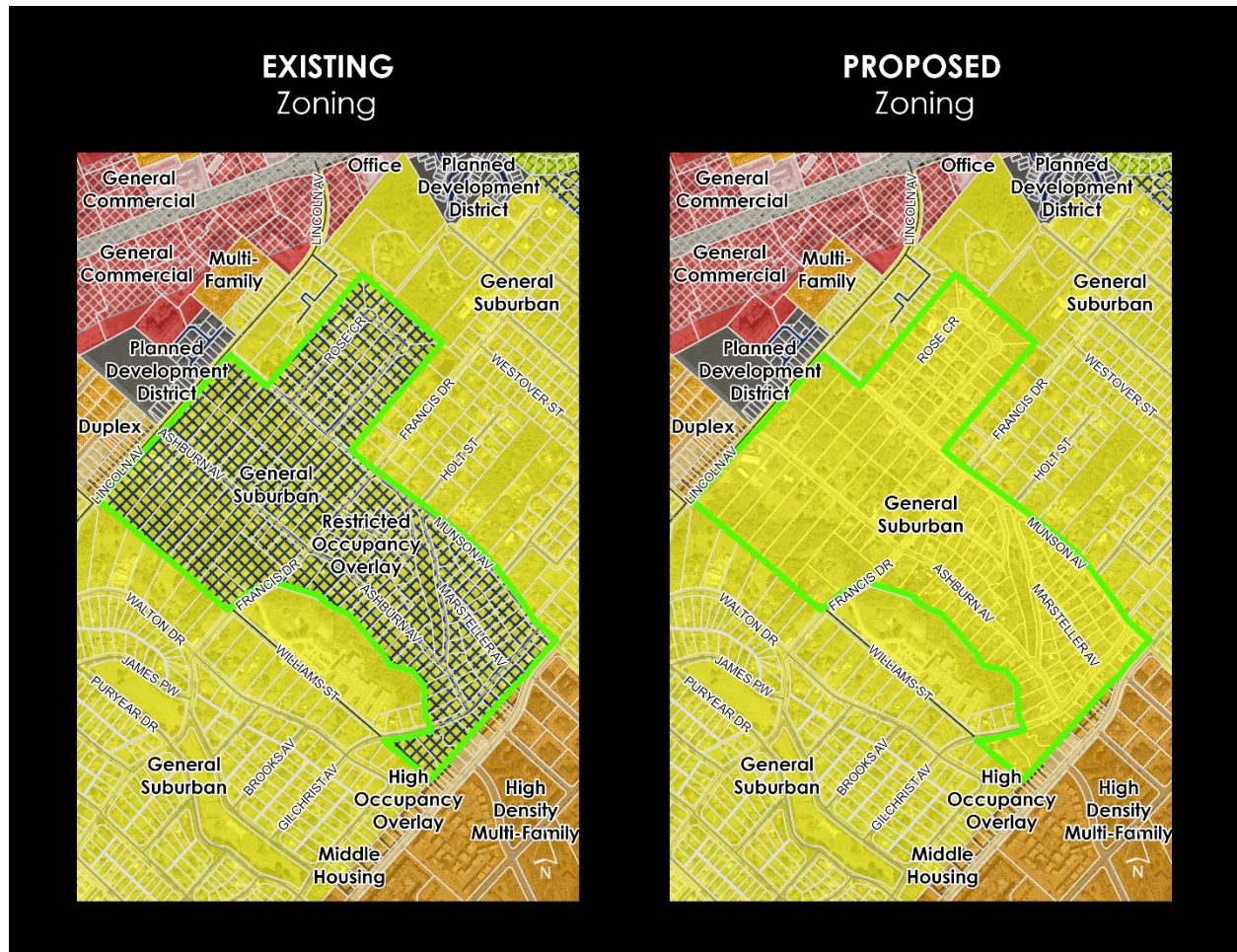
Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban:

147 Lots within Sweet Briar, College Hills Woodlands, and
Woodland Acres, generally located between Lincoln Drive and
Dominik Drive along Ashburn Avenue.

Exhibit B



September 25, 2025
Item No. 9.7.
Rezoning Lincoln Drive and Dominik Drive along Ashburn Avenue

Sponsor: Heather Wade, Principal Planner

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2024-4541 in its entirety and 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 GS General Suburban or PDD Planned Development District and ROO Restricted Occupancy Overlay to GS General Suburban or PDD Planned Development District for approximately 32.26 acres being 130 lots and common area within Woodcreek Section One Subdivision, excluding Woodcreek Drive from State Highway 6 S to Lake Forest Court S.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity

Recommendation(s): Staff recommends approval of this city-initiated rezoning as it is required for compliance with state law.

Summary: This is a city-initiated rezoning of approximately 118.56 acres generally located between Lincoln Drive and Dominik Drive along Ashburn Avenue from GS General Suburban or PDD Planned Development District and ROO Restricted Occupancy Overlay to GS General Suburban or PDD Planned Development District . This rezoning is in effort to comply with state law (Senate Bill 1567).

Budget & Financial Summary:

Attachments:

1. Ordinance ROO Woodcreek

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 32.26 ACRES BEING 130 LOTS AND COMMON AREA WITHIN WOODCREEK SECTION ONE SUBDIVISION, EXCLUDING WOODCREEK DRIVE FROM STATE HIGHWAY 6 S TO LAKE FOREST COURT S., AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** and **Exhibit “B”**, attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

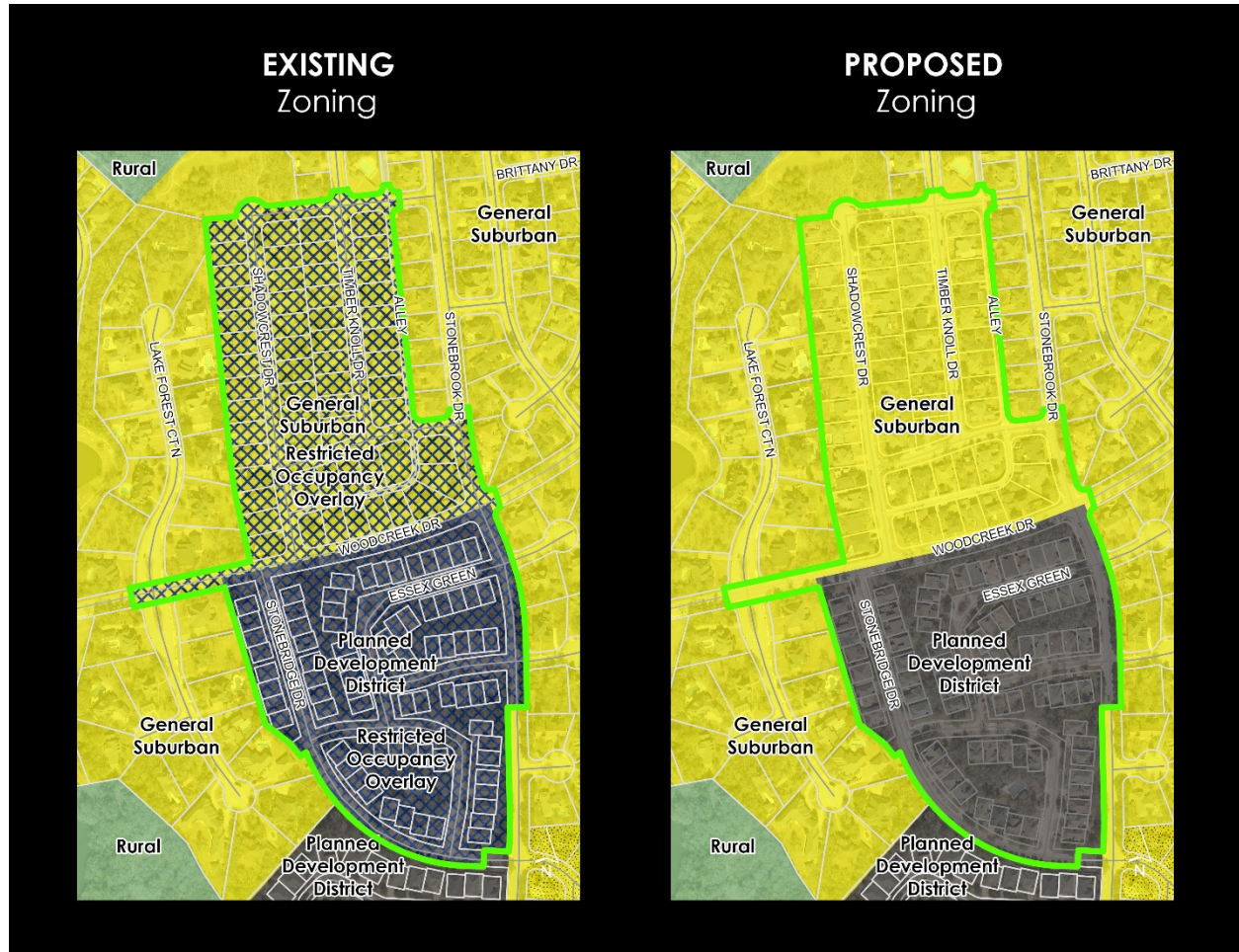
Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from GS General Suburban or PDD Planned Development District and ROO Restricted Occupancy Overlay to GS General Suburban or PDD Planned Development District:

130 Lots within Woodcreek Section One Subdivision, save and except Woodcreek Drive from State Highway 6 S to Lake Forest Courts.

Exhibit B



September 25, 2025
Item No. 9.8.
Repealing Ordinance No. 2025-4577

Sponsor: Heather Wade, Principal Planner

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2025-4577 in its entirety and 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 GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban for approximately 11.52 acres being 33 lots within Glenhaven Estates Phase 2 Subdivision, save and except Glenhaven Drive, Fernhaven Circle, Francis Circle, and Springhaven Circle, generally located between Brazoswood Drive and Summerghlen Drive.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity

Recommendation(s): Staff recommends approval of this city-initiated rezoning as it is required for compliance with state law.

Summary: This is a city-initiated rezoning of approximately 11.52 acres generally located within Glenhaven Estates Phase 2 Subdivision, save and except Glenhaven Drive, Fernhaven Circle, Francis Circle, and Springhaven Circle, generally located between Brazoswood Drive and Summerghlen Drive from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban. This rezoning is in effort to comply with state law (Senate Bill 1567).

Budget & Financial Summary:

Attachments:

1. UDO ROO Glenhaven

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 4 “ZONING DISTRICTS,” SECTION 4.2, “OFFICIAL ZONING MAP” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES AFFECTING APPROXIMATELY 11.52 ACRES BEING 33 LOTS WITHIN GLENHAVEN ESTATES PHASE 2 SUBDIVISION, EXCLUDING GLENHAVEN DRIVE, FERNHAVEN CIRCLE, FRANCIS CIRCLE, AND SPRINGHAVEN CIRCLE, AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2 “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** and **Exhibit “B”**, attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED, and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

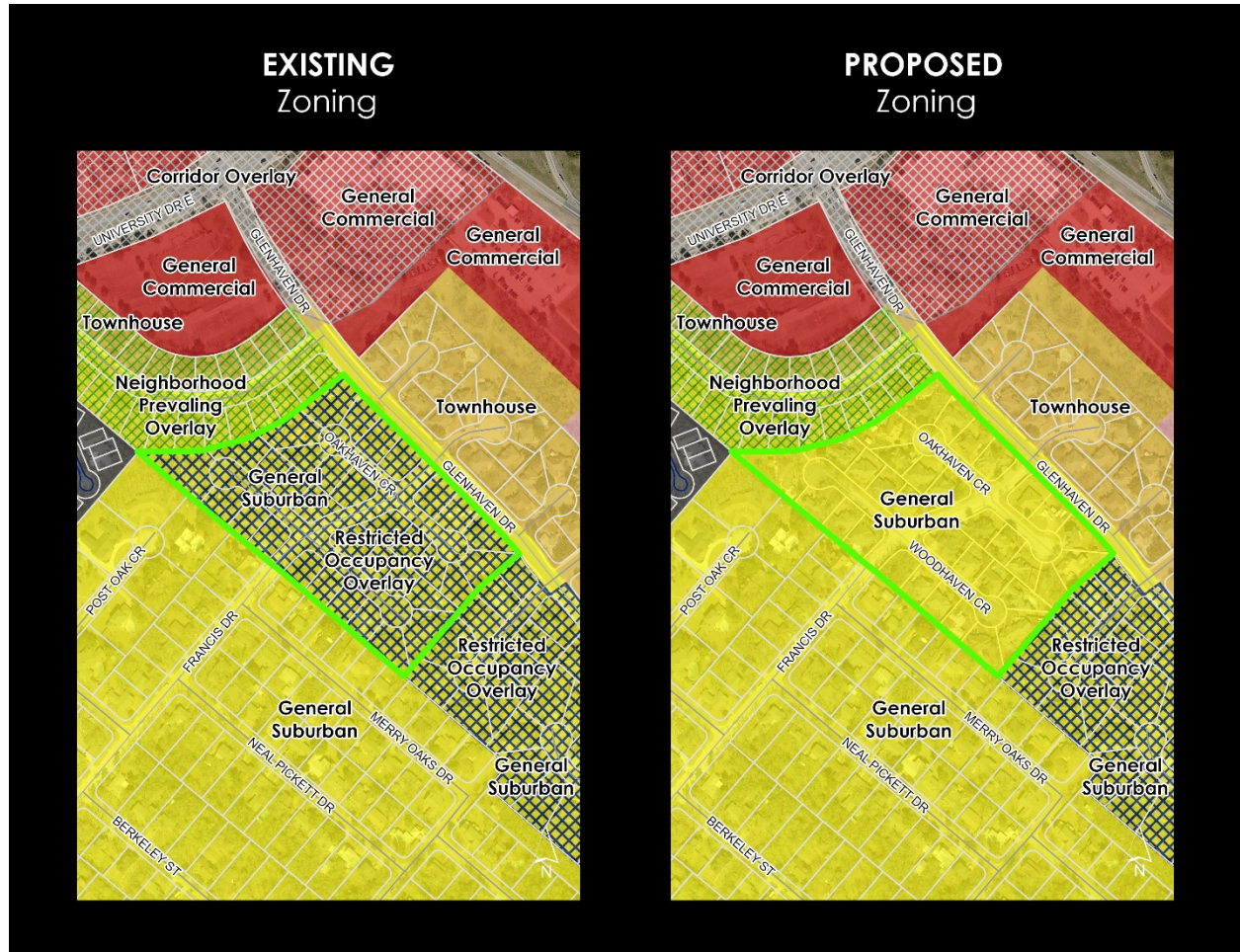
Exhibit A

That Appendix A “Unified Development Ordinance,” Article 4 “Zoning Districts,” Section 4.2, “Official Zoning Map” of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from GS General Suburban and ROO Restricted Occupancy Overlay to GS General Suburban:

33 Lots within Glenhaven Estates Phase 2 Subdivision excluding Glenhaven Drive, Fernhaven Circle, Francis Circle, and Springhaven Circle, generally located between Brazoswood Drive and Summerghlen Drive.

Exhibit B



September 25, 2025
Item No. 9.9.
Repealing Ordinance No. 2023-4477

Sponsor: Heather Wade, Principal Planner

Reviewed By CBC: City Council

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 repealing Ordinance No. 2023-4477 in its entirety, and changing the zoning district boundaries as follows:

From MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing And R-4 Multi-Family on the following property:

- a. Approximately 2.85 acres being the Cooner Addition, Block 1, Lots 10-19 generally located along Cooner Street; and

From MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing on the following properties:

- b. Approximately 4.6 acres being the Cooner Addition, Block 1, Lots 20-30, Block 5, Lots 1-8, generally located along Cooner Street;
- c. Approximately 5.4 acres being College Vista, Block E, Lots 1-14, Block F, Lots 1-10, Block G, Lots 1-5, Block H Lots 1-3, 4R-5R, and 6-7, generally located along Live Oak Street and Ash Street;
- d. Approximately 5.11 acres being University Oaks Phase 2, Block 5, Lots 1-13, 14R1-14R2, 15A1-15A2, 16A1-16A2, 21-23, 24A1-24A2, and 25R, generally located along Dominik Drive;
- e. Approximately 4.66 acres being Little Knight Addition, Lots 1-18, generally located along Aurora Court;
- f. Approximately 23.62 acres being all of that certain tract or parcel of land lying and being situated in the Joseph E. Scott League, Abstract No. 50, and Crawford Burnett League, Abstract No. 7, in College Station, Brazos County, Texas, including all of the W.M. Sparks Subdivision as described by plat recorded in Volume 139, page 261, and portions of West Park Addition and West Park 2nd Addition as described by plats recorded in Volume 102, page 198 and Volume 128, page 574, respectively, of the deed records of Brazos County, Texas, as well as subsequent replats of portions of these subdivisions in an area generally bounded by Luther Street, Montclair Avenue, Grove Street, and Maryem Street.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity

Recommendation(s): Staff recommends approval of this city-initiated rezoning as it is required for compliance with state law.

Summary: This is a city-initiated rezoning in effort to comply with state law (Senate Bill 1567), repealing Ordinance No. 2023-4477 in its entirety, and changing the zoning district

boundaries as follows:

From MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing And R-4 Multi-Family on the following property:

- a. Approximately 2.85 acres being the Cooner Addition, Block 1, Lots 10-19 generally located along Cooner Street; and

From MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing on the following properties:

- b. Approximately 4.6 acres being the Cooner Addition, Block 1, Lots 20-30, Block 5, Lots 1-8, generally located along Cooner Street;
- c. Approximately 5.4 acres being College Vista, Block E, Lots 1-14, Block F, Lots 1-10, Block G, Lots 1-5, Block H Lots 1-3, 4R-5R, and 6-7, generally located along Live Oak Street and Ash Street;
- d. Approximately 5.11 acres being University Oaks Phase 2, Block 5, Lots 1-13, 14R1-14R2, 15A1-15A2, 16A1-16A2, 21-23, 24A1-24A2, and 25R, generally located along Dominik Drive;
- e. Approximately 4.66 acres being Little Knight Addition, Lots 1-18, generally located along Aurora Court;
- f. Approximately 23.62 acres being all of that certain tract or parcel of land lying and being situated in the Joseph E. Scott League, Abstract No. 50, and Crawford Burnett League, Abstract No. 7, in College Station, Brazos County, Texas, including all of the W.M. Sparks Subdivision as described by plat recorded in Volume 139, page 261, and portions of West Park Addition and West Park 2nd Addition as described by plats recorded in Volume 102, page 198 and Volume 128, page 574, respectively, of the deed records of Brazos County, Texas, as well as subsequent replats of portions of these subdivisions in an area generally bounded by Luther Street, Montclair Avenue, Grove Street, and Maryem Street.

Budget & Financial Summary:

Attachments:

- 1. HOO Ordinance_4477

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 REPEALING ORDINANCE 2023-4477 IN ITS ENTIRETY, AND CHANGING THE ZONING DISTRICT BOUNDARIES AS FOLLOWS:

From MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing And R-4 Multi-Family on the following Property:

- a. APPROXIMATELY 2.85 ACRES BEING THE COONER ADDITION, BLOCK 1, LOTS 10-19 GENERALLY LOCATED ALONG COONER STREET;**

From MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing on the following properties:

- b. APPROXIMATELY 4.6 ACRES BEING THE COONER ADDITION, BLOCK 1, LOTS 20-30, BLOCK 5, LOTS 1-8, GENERALLY LOCATED ALONG COONER STREET;**
- c. APPROXIMATELY 5.4 ACRES BEING COLLEGE VISTA, BLOCK E, LOTS 1-14, BLOCK F, LOTS 1-10, BLOCK G, LOTS 1-5, BLOCK H LOTS 1-3, 4R-5R, AND 6-7, GENERALLY LOCATED ALONG LIVE OAK STREET AND ASH STREET;**
- d. APPROXIMATELY 5.11 ACRES BEING UNIVERSITY OAKS PHASE 2, BLOCK 5, LOTS 1-13, 14R1-14R2, 15A1-15A2, 16A1-16A2, 21-23, 24A1-24A2, AND 25R, GENERALLY LOCATED ALONG DOMINIK DRIVE;**
- e. APPROXIMATELY 4.66 ACRES BEING LITTLE-KNIGHT ADDITION, LOTS 1-18, GENERALLY LOCATED ALONG AURORA COURT; and**
- f. APPROXIMATELY 23.62 ACRES BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE JOSEPH E. SCOTT LEAGUE, ABSTRACT NO. 50, AND CRAWFORD BURNETT LEAGUE, ABSTRACT NO. 7, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, INCLUDING ALL OF THE W.M. SPARKS SUBDIVISION AS DESCRIBED BY PLAT RECORDED IN VOLUME 139, PAGE 261, AND PORTIONS OF WEST PARK ADDITION AND WEST PARK 2ND ADDITION AS DESCRIBED BY PLATS RECORDED IN VOLUME 102, PAGE 198 AND VOLUME 128, PAGE 574, RESPECTIVELY, OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AS WELL AS SUBSEQUENT REPLATS OF PORTIONS OF THESE SUBDIVISIONS IN AN AREA GENERALLY BOUNDED BY LUTHER STREET, MONTCLAIR AVENUE, GROVE STREET, AND MARYEM STREET;**

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” - “F”** 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 _____, 2025.

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 MH Middle Housing, R-4 Multi-Family and HOO High Occupancy Overlay to MH Middle Housing and R-4 Multi-Family:

The Cooner Addition Block 1, Lots 10-19, generally located along Cooner Street.

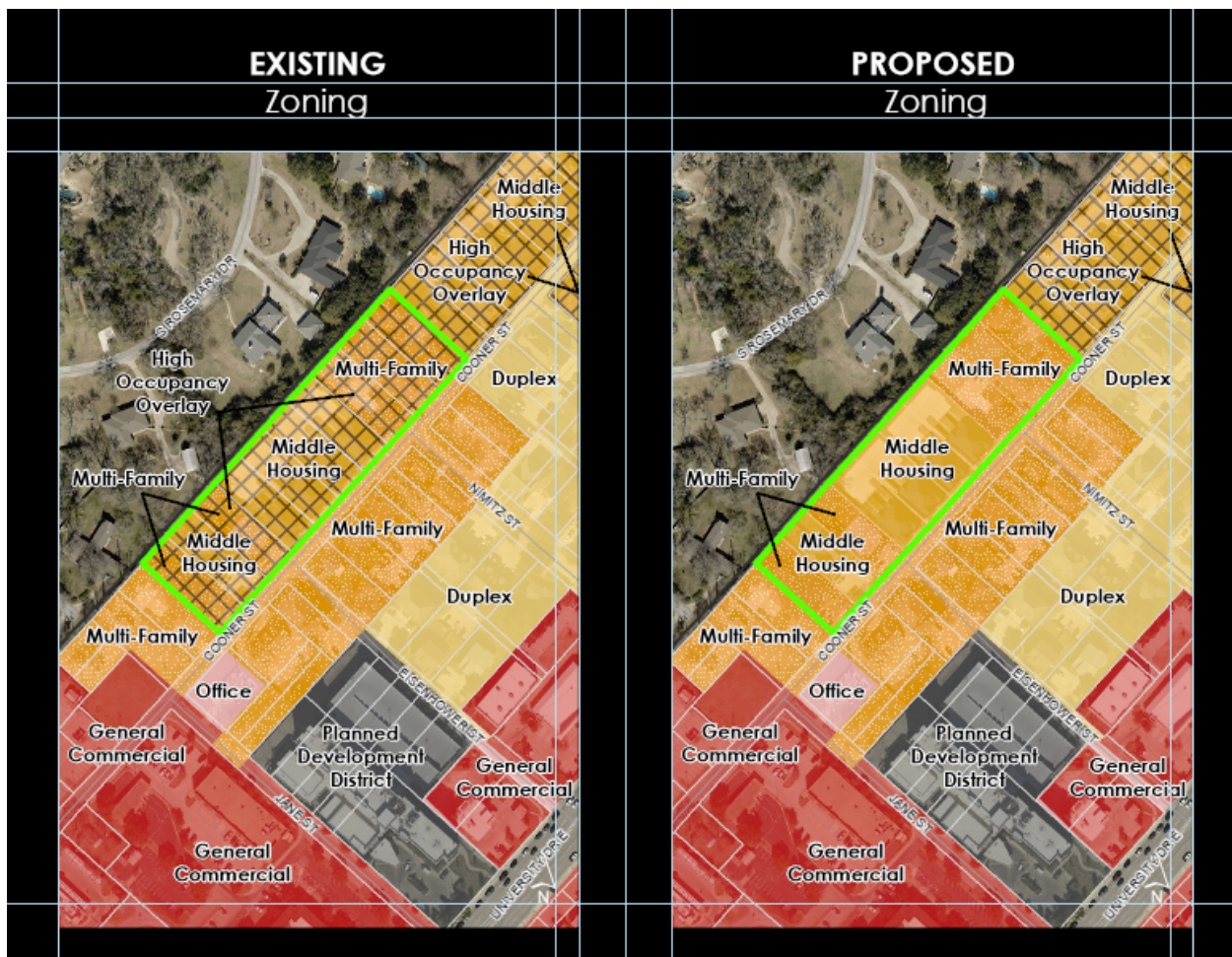


Exhibit B

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

The Cooner Addition, Block 1, Lots 20-30, Block 5, Lots 1-8,
generally located along Cooner Street.

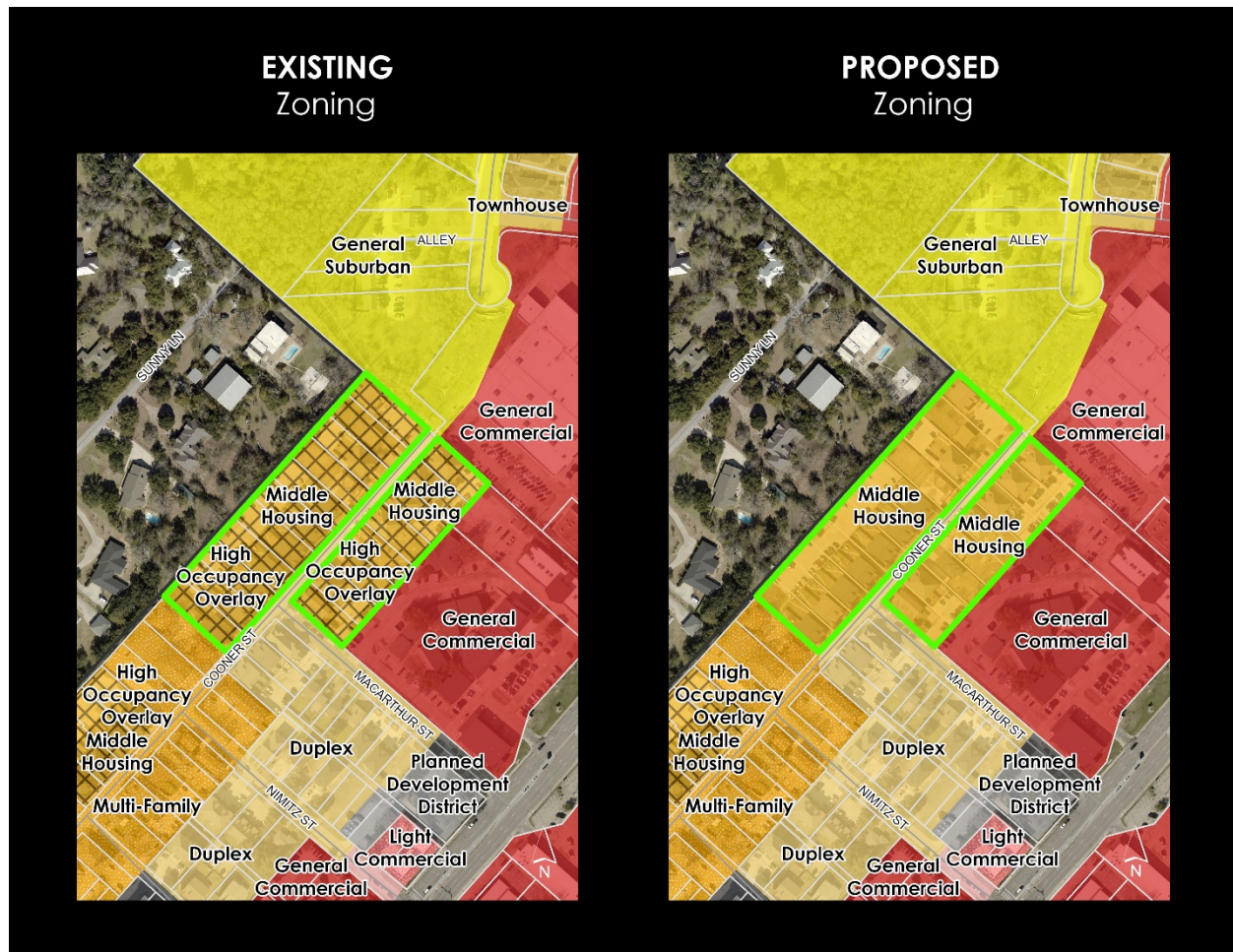


Exhibit C

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

College Vista, Block E, Lots 1-14, Block F, Lots 1-10, Block G, Lots 1-5, Block H Lots 1-3, 4R-5R, and 6-7, generally located along Live Oak Street and Ash Street.

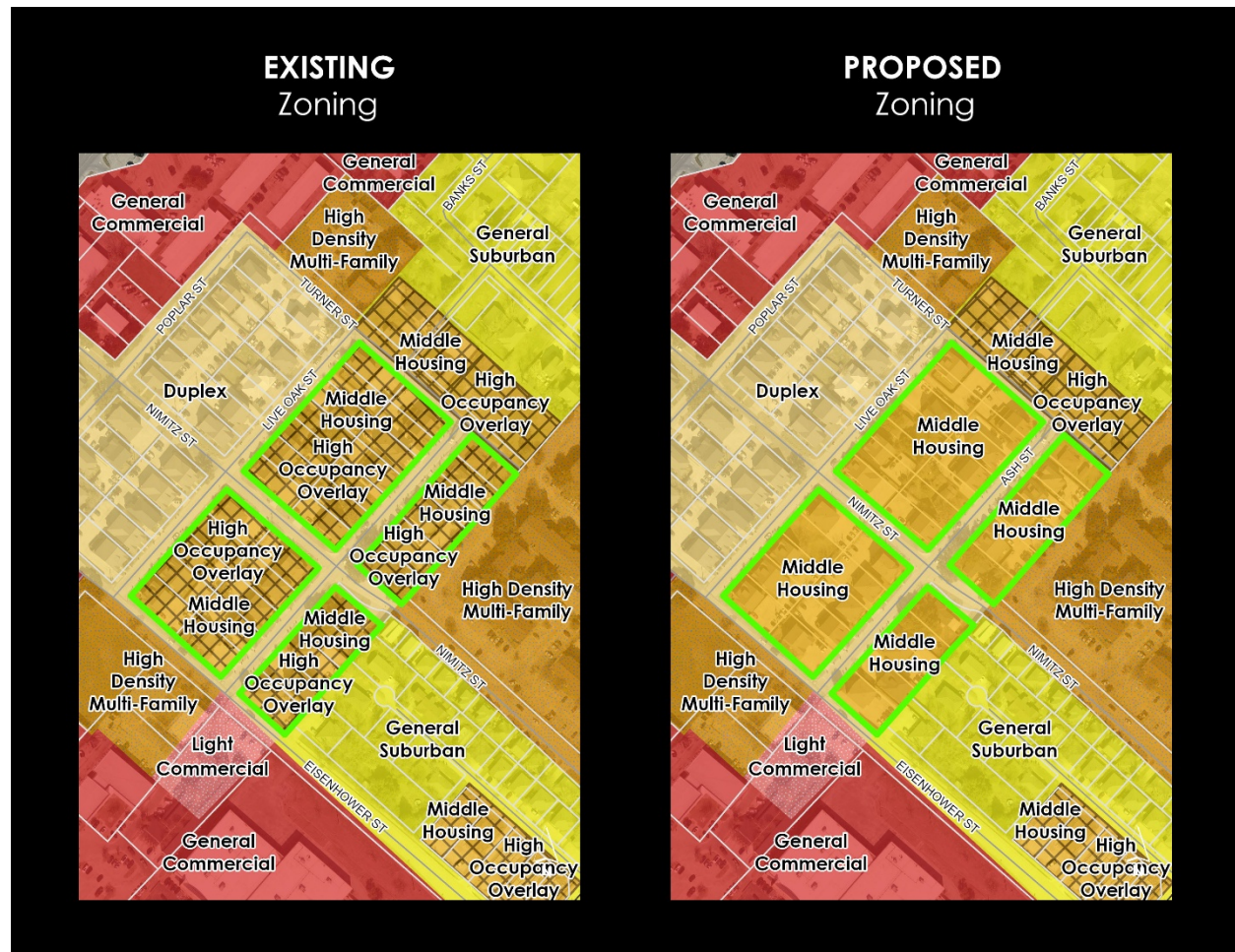


Exhibit D

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

University Oaks Phase 2, Block 5, Lots 1-13, 14R1-14R2, 15A1-15A2, 16A1-16A2, 21-23, 24A1-24A2, AND 25R, generally located along Dominik Drive



Exhibit E

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

Little-Knight Addition, Lots 1-18, generally located on Aurora Court



Exhibit F

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

Certain Tract and Parcel of Land in the Joseph E. Scott League, including all of the W.M. Sparks Subdivision generally bounded by Luther Street, Montclair Avenue, Grove Street, and Maryem Street



September 25, 2025
Item No. 9.10.
Repealing in part Ordinance 2024-4542

Sponsor: Heather Wade, Principal Planner

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance repealing Ordinance No. 2024-4542 in its entirety and 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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing, provided associated conditions are met, for approximately 3.66 acres being all of that certain tract or parcel of land lying and being situated in the Richard Carter league, abstract no. 8, in College Station, Brazos County, Texas, including portions of Lot 5 and Lot 6 of the D.A. Smith Subdivision as described by plat recorded in volume 49, page 106 of the Deed Records of Brazos County, Texas, and subsequent replats of portions of these two lots, within an area generally bounded by Lincoln Avenue, Nimitz Street, and Eisenhower Street.

Relationship to Strategic Goals:

Recommendation(s): Staff recommends approval of this city-initiated rezoning as it is required for compliance with state law.

Summary: This is a city-initiated rezoning of approximately 3.66 acres generally bounded by Lincoln Avenue, Nimitz Street, and Eisenhower Street boundary from MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing, provided associated conditions are met. This rezoning is in effort to comply with state law (Senate Bill 1567).

Budget & Financial Summary:

Attachments:

1. Ordinance_Conditional

ORDINANCE NO. _____

AN ORDINANCE REPEALING IN PART ORDINANCE 2024-4542, AND 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 MH MIDDLE HOUSING AND HOO HIGH OCCUPANCY OVERLAY TO MH MIDDLE HOUSING FOR APPROXIMATELY 3.66 ACRES BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE RICHARD CARTER LEAGUE, ABSTRACT NO. 8, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, INCLUDING PORTIONS OF LOT 5 AND LOT 6 OF THE D.A. SMITH SUBDIVISION AS DESCRIBED BY PLAT RECORDED IN VOLUME 49, PAGE 106 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND SUBSEQUENT REPLATS OF PORTIONS OF THESE TWO LOTS, WITHIN AN AREA GENERALLY BOUNDED BY LINCOLN AVENUE, NIMITZ STREET, AND EISENHOWER STREET, 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”**, and **Exhibit “C”** 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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:



City-Initiated Rezoning
 Proposed Area "OO" (Avenue A & vicinity)
 Portions of Lots 5 and 6
 D.A. Smith Subdivision
 College Station, Texas
 May 2024

All of that certain tract or parcel of land lying and being situated in the Richard Carter league, abstract no. 8, in College Station, Brazos County, Texas, including portions of Lot 5 and Lot 6 of the D.A. Smith Subdivision as described by plat recorded in volume 49, page 106 of the Deed Records of Brazos County, Texas, and subsequent replats of portions of these two lots, within an area generally bounded by Lincoln Avenue, Nimitz Street, and Eisenhower Street, and being more particularly described as follows:

Beginning at an "X" mark found cut in concrete marking the intersection of the southwest right-of-way boundary of Avenue A and the northwest right-of-way boundary of Lincoln Avenue, being the east corner of Lot 5-1 as described by the plat of Lots 5-1 through 5-6, D.A. Smith Subdivision recorded in volume 4586, page 78 of the Official Public Records of Brazos County, Texas, from where City of College Station control monument no. 122 bears N 6° 30' 16" W – 2286.2 feet*;

Thence across Avenue A and along the northwest right-of-way boundary of Lincoln Avenue as follows:

N 34° 17' 36" E – 30.53 feet*, N 41° 30' 03" E – 67.39 feet*, and N 41° 57' 36" E – 19.37 feet* to the beginning of a non-tangent curve to the left with a radius of 28.00 feet*;

Thence along said curve to the left through a central angle of 50° 20' 09", the chord of which bears N 5° 52' 35" E – 23.81 feet*, to its end in the southwest right-of-way boundary of Nimitz Street;

Thence along the said southwest boundary of Nimitz Street as follows:

N 37° 08' 15" W – 28.63 feet*, N 44° 59' 48" W – 60.41 feet*, N 47° 04' 31" W – 89.79 feet*, N 48° 09' 51" W – 50.07 feet* (prescriptive right-of-way boundary), N 48° 32' 30" W – 49.69 feet*, N 43° 18' 24" W – 50.45 feet*, N 48° 23' 31" W – 50.11 feet*, N 48° 47' 55" W – 50.00 feet*, N 49° 13' 45" W – 53.14 feet*, N 49° 40' 03" W – 53.00 feet*, N 48° 15' 46" W – 43.83 feet*, and N 51° 55' 56" W – 50.20 feet* to the northwest line of said Lot 6 and a southwest boundary of the College View subdivision, at the north corner of Lot 6-1 of the D.A. Smith Subdivision as described by the plat recorded in volume 9912, page 22 of the Official Public Records of Brazos County, Texas;

Thence S 41° 25' 54" W – 339.45 feet* along the northwest lines of said Lot 6 and Lot 5, and the southwest boundary of the College View subdivision, to a point in the middle of Eisenhower Street;

Thence S 50° 18' 00" E – 345.54 feet*, generally along the middle of pavement of Eisenhower Street, to a point for corner of this described tract on a southwestward extension of the northwest line of Lot 5-5 of the said plat of Lots 5-1 through 5-6;

Thence N 41° 02' 08" E – 180.74 feet*, passing the west corner of said Lot 5-5 at 30.3 feet*, to the common corner of Lot 5-5 and Lot 5-6 in the southwest right-of-way boundary of Avenue A;

Thence S 48° 27' 52" E – 301.55 feet*, along the said southwest boundary of Avenue A, to the Point of Beginning and containing 3.66 acres of land more or less.



Bearings and *distances are Texas State Plane, Central Zone NAD83 datum, determined by GPS and checked between City of College Station control monuments no. 120 and no. 122 (N 17° 03' 41" W). Approximate surface distances can be computed by multiplying these provided grid distances by an average combined scale factor of 1.000100.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

See survey exhibit plat dated May 2024.



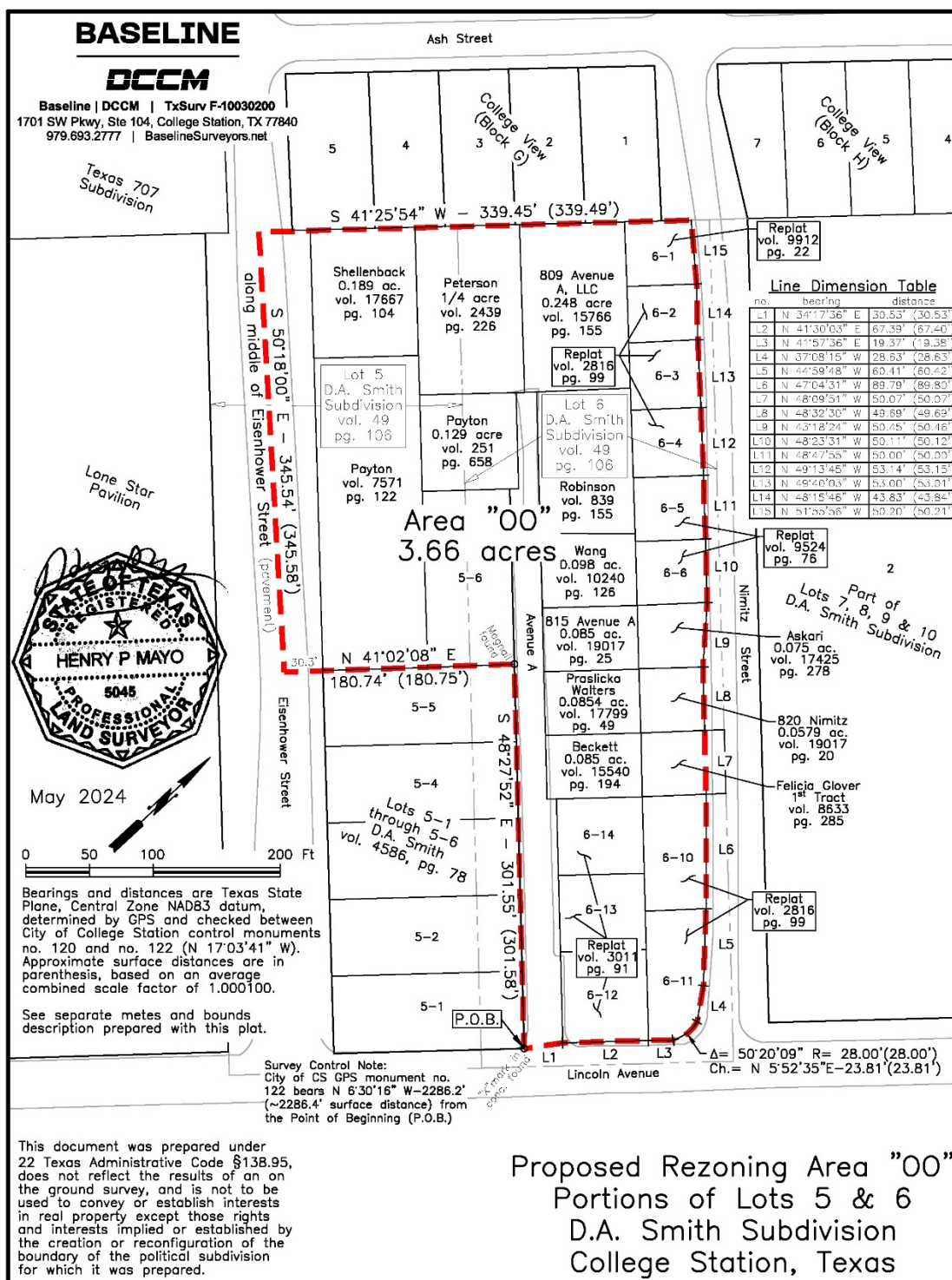


Exhibit B



Exhibit C

That the Follow Conditions must be satisfied before the rezoning to Middle Housing becomes effective:

1. Construction of an approved access drive or turnaround, that meets Fire Department standards, be provided within 100 feet of the terminus of Avenue A. This can also be achieved by the extension of Avenue A to Eisenhower Street, Nimitz Street, or Ash Street.

September 25, 2025
Item No. 9.11.
HOO Rezoning

Sponsor: Heather Wade, Principal Planner

Reviewed By CBC: City Council

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 repealing in their entirety the Ordinances listed below, and changing the zoning district boundaries from MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing for the following properties:

1. Ordinance 2023-4479

- a. Approximately 2.02 acres being Lincoln Place Phase 2, Block C, Lots 1-16 and 17R, generally located along Lincoln Avenue;
- b. Approximately 4.12 acres being Timber Ridge Addition Phase 1, Block 2, Lots 13-24, Block 3, Lots 12-22, generally located along University Oaks Blvd;
- c. Approximately 6.71 acres being Parkway Plaza Phase 5, Block 1, Lots 1-15, Block 2, Lots 1- 12, generally located on Pine Ridge Dr.;
- d. Approximately 19.34 acres being Autumn Chase, Block 1, Lots 1-7, Brentwood Section Two, Block 4, Lots 1-30, Block 5, Lots 1-23, Block 6, Lots 1-4, and Brentwood Section Three Subdivision, generally located along Cornell Dr., Brentwood Dr., and Southwest Pkwy;
- e. Approximately 5.8 acres being Ashford Square Subdivision Replat, volume 3202, page 61, generally located along Ashford Dr.;
- f. Approximately 8.15 acres being Pecan Tree Estates Phase One Subdivision and Pecan Tree Estates Phase Two Subdivision, save and except 0.687 acres labeled "park," generally located along Oney Hervey Drive;
- g. Approximately 28.4 acres being University Heights Phase 1 Subdivision, save and except Common Area 4, and University Heights Phase 2 and 3 Subdivision, generally bounded by Paloma Ridge Drive, Feather Run, Davidson Drive, and Holleman Drive South;
- h. Approximately 8.8 acres being Las Palomas Subdivision, generally bounded by Abbate Road, Feather Run, Kenyon Drive, and Holleman Drive South;
- i. Approximately 12.85 acres being The Barracks II Phase 111 Subdivision, and The Barracks II Phase 112, Block 38, Lots 1-24, Block 39, Lots 1-10, Common Area 13 and Parkland 12, generally bounded by Towers Parkway, Goldilocks Lane, and Cain Road;
- j. Approximately 18.83 acres being Pershing Pointe Villas Phase 1 Subdivision, Volume 14370, Page 149, and Pershing Pointe Villas Phase 2A Subdivision, generally bounded by Deacon Drive W, Towers Parkway, Oak Crest, and Holleman Drive S; and
- k. Approximately 55.49 acres being The Barracks Phase 1 Subdivision, The Barracks Phase 2 Subdivision, Williamsgate Phase 1 Subdivision, Buena Vida Subdivision, 12 at Rock Prairie Phase 1 Subdivision, 12 at Rock Prairie Phase 2 Subdivision, and 12 at Rock Prairie Phase 3 Subdivision, generally bounded by Rock Prairie Road W, Towers Parkway, Deacon Drive W, and General Parkway;

2. Ordinance 2023-4481

- l. Approximately 0.232 of an acre being all of a called 0.13 acre tract recorded in Volume 13901, Page 36 OPRBCT and all of a tract of land called to be Lot 27 of Pasler Addition recorded in Volume 18475, Page 202 OPRBCT Richard Carter League Survey, Abstract, generally located along Turner Street;
3. Ordinance 2024-4499
 - m. Approximately 1.05 acres of the of the D.A. Smith Subdivision recorded in Volume 19506, Page 169, and generally located along Avenue A;
4. Ordinance 2024-4528
 - n. Approximately 2.01 acres being The Barracks II Phase 400 Block 36, Lots 27R & 28-40, generally located at the south corner of Tang Cake Drive and Old Wellborn Road;
5. Ordinance 2024-4543
 - o. Approximately 28.14 acres all of that certain tract or parcel of land lying and being situated in the Morgan Rector league, abstract no. 46, in College Station, Brazos County, Texas, including portions of the Richards Subdivision as described by plat recorded in volume 137, page 25 of the Deed Records of Brazos County, Texas, and subsequent replats of portions of it, and generally being the majority of the properties which front on Richards Street, Crest Street and Sterling Street;
6. Ordinance 2024-4549
 - p. Approximately 1.10 acres being all of that certain tract or parcel of land lying and being situated in the Richard Carter league, abstract no. 8, in College Station, Brazos County, Texas, being a portion of Lot 12 of the D.A. Smith Subdivision as described by plat recorded in volume 49, page 106 of the Deed Records of Brazos County, Texas, and the northeast half (approximate) of the adjoining right-of-way of Turner Street, generally for the properties located along Gilbert Street and Turner Street;
7. Ordinance 2025-4583
 - q. Approximately 1.152 acres at 101, 103, 105, 107, 109, and 110-119 Knox Drive, being Lots 18-27, Block 29 and Lots 12-16, Block 31 of The Barracks II Subdivision Phase 401, generally located southwest of the intersection of Knox Drive and Old Wellborn Road;
8. Ordinance 2025-4584
 - r. Approximately 0.412 acres at 418, 420, 422, 424, and 426 Baby Bear Drive, being Lots 1-5, Block 32 of The Barracks II Subdivision Phase 109, generally located northeast of the intersection of Baby Bear Drive and Towers Parkway;
9. Ordinance 2025-4585
 - s. Approximately 0.406 acres at 133, 135, 137, 139, and 141 Deacon Drive West, being Lots 1-5, Block 21 of The Barracks II Subdivision Phase 107, generally located northeast of the intersection of Deacon Drive West and General Parkway.

Relationship to Strategic Goals:

- Good Governance
- Neighborhood Integrity

Recommendation(s): Staff recommends approval of this city-initiated rezoning as it is required for compliance with state law.

Summary: This is a city-initiated rezoning of 23 areas from MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing. This rezoning is in an effort to comply with state law (Senate Bill 1567). The following areas are proposed for rezoning in the following listed areas:

1. Ordinance 2023-4479

- a. Approximately 2.02 acres being Lincoln Place Phase 2, Block C, Lots 1-16 and 17R, generally located along Lincoln Avenue;
- b. Approximately 4.12 acres being Timber Ridge Addition Phase 1, Block 2, Lots 13-24, Block 3, Lots 12-22, generally located along University Oaks Blvd;
- c. Approximately 6.71 acres being Parkway Plaza Phase 5, Block 1, Lots 1-15, Block 2, Lots 1- 12, generally located on Pine Ridge Dr.;
- d. Approximately 19.34 acres being Autumn Chase, Block 1, Lots 1-7, Brentwood Section Two, Block 4, Lots 1-30, Block 5, Lots 1-23, Block 6, Lots 1-4, and Brentwood Section Three Subdivision, generally located along Cornell Dr., Brentwood Dr., and Southwest Pkwy;
- e. Approximately 5.8 acres being Ashford Square Subdivision Replat, volume 3202, page 61, generally located along Ashford Dr.;
- f. Approximately 8.15 acres being Pecan Tree Estates Phase One Subdivision and Pecan Tree Estates Phase Two Subdivision, save and except 0.687 acres labeled "park," generally located along Oney Hervey Drive;
- g. Approximately 28.4 acres being University Heights Phase 1 Subdivision, save and except Common Area 4, and University Heights Phase 2 and 3 Subdivision, generally bounded by Paloma Ridge Drive, Feather Run, Davidson Drive, and Holleman Drive South;
- h. Approximately 8.8 acres being Las Palomas Subdivision, generally bounded by Abbate Road, Feather Run, Kenyon Drive, and Holleman Drive South;
- i. Approximately 12.85 acres being The Barracks II Phase 111 Subdivision, and The Barracks II Phase 112, Block 38, Lots 1-24, Block 39, Lots 1-10, Common Area 13 and Parkland 12, generally bounded by Towers Parkway, Goldilocks Lane, and Cain Road;
- j. Approximately 18.83 acres being Pershing Pointe Villas Phase 1 Subdivision, Volume 14370, Page 149, and Pershing Pointe Villas Phase 2A Subdivision, generally bounded by Deacon Drive W, Towers Parkway, Oak Crest, and Holleman Drive S; and
- k. Approximately 55.49 acres being The Barracks Phase 1 Subdivision, The Barracks Phase 2 Subdivision, Williamsgate Phase 1 Subdivision, Buena Vida Subdivision, 12 at Rock Prairie Phase 1 Subdivision, 12 at Rock Prairie Phase 2 Subdivision, and 12 at Rock Prairie Phase 3 Subdivision, generally bounded by Rock Prairie Road W, Towers Parkway, Deacon Drive W, and General Parkway;

2. Ordinance 2023-4481

- l. Approximately 0.232 of an acre being all of a called 0.13 acre tract recorded in Volume 13901, Page 36 OPRBCT and all of a tract of land called to be Lot 27 of Pasler Addition recorded in Volume 18475, Page 202 OPRBCT Richard Carter League Survey, Abstract, generally located along Turner Street;

3. Ordinance 2024-4499

- m. Approximately 1.05 acres of the of the D.A. Smith Subdivision recorded in Volume 19506, Page 169, and generally located along Avenue A;

4. Ordinance 2024-4528
 - n. Approximately 2.01 acres being The Barracks II Phase 400 Block 36, Lots 27R & 28-40, generally located at the south corner of Tang Cake Drive and Old Wellborn Road;
5. Ordinance 2024-4543
 - o. Approximately 28.14 acres all of that certain tract or parcel of land lying and being situated in the Morgan Rector league, abstract no. 46, in College Station, Brazos County, Texas, including portions of the Richards Subdivision as described by plat recorded in volume 137, page 25 of the Deed Records of Brazos County, Texas, and subsequent replats of portions of it, and generally being the majority of the properties which front on Richards Street, Crest Street and Sterling Street;
6. Ordinance 2024-4549
 - p. Approximately 1.10 acres being all of that certain tract or parcel of land lying and being situated in the Richard Carter league, abstract no. 8, in College Station, Brazos County, Texas, being a portion of Lot 12 of the D.A. Smith Subdivision as described by plat recorded in volume 49, page 106 of the Deed Records of Brazos County, Texas, and the northeast half (approximate) of the adjoining right-of-way of Turner Street, generally for the properties located along Gilbert Street and Turner Street;
7. Ordinance 2025-4583
 - q. Approximately 1.152 acres at 101, 103, 105, 107, 109, and 110-119 Knox Drive, being Lots 18-27, Block 29 and Lots 12-16, Block 31 of The Barracks II Subdivision Phase 401, generally located southwest of the intersection of Knox Drive and Old Wellborn Road;
8. Ordinance 2025-4584
 - r. Approximately 0.412 acres at 418, 420, 422, 424, and 426 Baby Bear Drive, being Lots 1-5, Block 32 of The Barracks II Subdivision Phase 109, generally located northeast of the intersection of Baby Bear Drive and Towers Parkway;
9. Ordinance 2025-4585
 - s. Approximately 0.406 acres at 133, 135, 137, 139, and 141 Deacon Drive West, being Lots 1-5, Block 21 of The Barracks II Subdivision Phase 107, generally located northeast of the intersection of Deacon Drive West and General Parkway.

Budget & Financial Summary:

Attachments:

1. HOO Rezoning Ordinance

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 REPEALING IN THEIR ENTIRETY THE ORDINANCES LISTED BELOW, AND CHANGING THE ZONING DISTRICT BOUNDARIES FROM MH MIDDLE HOUSING AND HOO HIGH OCCUPANCY OVERLAY TO MH MIDDLE HOUSING FOR THE FOLLOWING PROPERTIES:

1. ORDINANCE 2023-4479

- a. APPROXIMATELY 2.02 ACRES BEING LINCOLN PLACE PHASE 2, BLOCK C, LOTS 1-16 AND 17R, GENERALLY LOCATED ALONG LINCOLN AVENUE;**
- b. APPROXIMATELY 4.12 ACRES BEING TIMBER RIDGE ADDITION PHASE 1, BLOCK 2, LOTS 13-24, BLOCK 3, LOTS 12-22, GENERALLY LOCATED ALONG UNIVERSITY OAKS BLVD;**
- c. APPROXIMATELY 6.71 ACRES BEING PARKWAY PLAZA PHASE 5, BLOCK 1, LOTS 1-15, BLOCK 2, LOTS 1- 12, GENERALLY LOCATED ON PINE RIDGE DR.;**
- d. APPROXIMATELY 19.34 ACRES BEING AUTUMN CHASE, BLOCK 1, LOTS 1-7, BRENTWOOD SECTION TWO, BLOCK 4, LOTS 1-30, BLOCK 5, LOTS 1-23, BLOCK 6, LOTS 1-4, AND BRENTWOOD SECTION THREE SUBDIVISION, GENERALLY LOCATED ALONG CORNELL DR., BRENTWOOD DR., AND SOUTHWEST PKWY;**
- e. APPROXIMATELY 5.8 ACRES BEING ASHFORD SQUARE SUBDIVISION REPLAT, VOLUME 3202, PAGE 61, GENERALLY LOCATED ALONG ASHFORD DR.;**
- f. APPROXIMATELY 8.15 ACRES BEING PECAN TREE ESTATES PHASE ONE SUBDIVISION AND PECAN TREE ESTATES PHASE TWO SUBDIVISION, SAVE AN EXCEPT 0.687 ACRES LABELED “PARK” GENERALLY LOCATED ALONG ONEY HERVEY DRIVE;**
- g. APPROXIMATELY 28.4 ACRES BEING UNIVERSITY HEIGHTS PHASE 1 SUBDIVISION, SAVE AND EXCEPT COMMON AREA 4, AND UNIVERSITY HEIGHTS PHASE 2 AND 3 SUBDIVISION, GENERALLY BOUNDED BY PALOMA RIDGE DRIVE, FEATHER RUN, DAVIDSON DRIVE, AND HOLLEMAN DRIVE SOUTH;**
- h. APPROXIMATELY 8.8 ACRES BEING LAS PALOMAS SUBDIVISION, GENERALLY BOUNDED BY ABBATE ROAD, FEATHER RUN, KENYON DRIVE, AND HOLLEMAN DRIVE SOUTH;**
- i. APPROXIMATELY 12.85 ACRES BEING THE BARRACKS II PHASE 111 SUBDIVISION, AND THE BARRACKS II PHASE II2, BLOCK 38, LOTS 1-24, BLOCK 39, LOTS 1-10, COMMON AREA 13 AND PARKLAND 12, GENERALLY BOUNDED BY TOWERS PARKWAY, GOLDILOCKS LANE, AND CAIN ROAD;**

- j. APPROXIMATELY 18.83 ACRES BEING PERSHING POINTE VILLAS PHASE I SUBDIVISION, VOLUME 14370, PAGE 149, AND PERSHING POINTE VILLAS PHASE 2A SUBDIVISION, GENERALLY BOUNDED BY DEACON DRIVE W, TOWERS PARKWAY, OAK CREST, AND HOLLEMAN DRIVE S;
 - k. APPROXIMATELY 55.49 ACRES BEING THE BARRACKS PHASE 1 SUBDIVISION, THE BARRACKS PHASE 2 SUBDIVISION, WILLIAMSGATE PHASE 1 SUBDIVISION, BUENA VIDA SUBDIVISION, 12 AT ROCK PRAIRIE PHASE I SUBDIVISION, 12 AT ROCK PRAIRIE PHASE 2 SUBDIVISION, AND 12 AT ROCK PRAIRIE PHASE 3 SUBDIVISION, GENERALLY BOUNDED BY ROCK PRAIRIE ROAD W, TOWERS PARKWAY, DEACON DRIVE W, AND GENERAL PARKWAY;
2. ORDINANCE 2023-4481
- l. APPROXIMATELY 0.232 ACRES BEING ALL OF A CALLED 0.13 ACRE TRACT RECORDED IN VOLUME 13901, PAGE 36 OPRBCT AND ALL OF A TRACT OF LAND CALLED TO BE LOT 27 OF PASLER ADDITION RECORDED IN VOLUME 18475, PAGE 202 OPRBCT RICHARD CARTER LEAGUE SURVEY, ABSTRACT, GENERALLY LOCATED AT 701-703 TURNER STREET;
3. ORDINANCE 2024-4499
- m. APPROXIMATELY 1.05 ACRES BEING LOTS 5-1 TO 5-5 OF THE D.A. SMITH SUBDIVISION AND GENERALLY LOCATED ALONG AVENUE A;
4. ORDINANCE 2024-4528
- n. APPROXIMATELY 2.01 ACRES BEING THE BARRACKS II PHASE 400 BLOCK 36, LOT 27 GENERALLY LOCATED AT 101 TANG CAKE DRIVE;
5. ORDINANCE 2024-4543
- o. APPROXIMATELY 28 ACRES ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE MORGAN RECTOR LEAGUE, ABSTRACT NO. 46, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, INCLUDING PORTIONS OF THE RICHARDS SUBDIVISION AS DESCRIBED BY PLAT RECORDED IN VOLUME 137, PAGE 25 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND SUBSEQUENT REPLATS OF PORTIONS OF IT, AND GENERALLY BEING THE MAJORITY OF THE PROPERTIES WHICH FRONT ON RICHARDS STREET, CREST STREET AND STERLING STREET;
6. ORDINANCE No. 2024-4549
- p. APPROXIMATELY 1.10 ACRES BEING ALL OF THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN THE RICHARD CARTER LEAGUE, ABSTRACT NO. 8, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF LOT 12 OF THE D.A. SMITH SUBDIVISION AS DESCRIBED BY PLAT RECORDED IN VOLUME 49, PAGE 106 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS, AND THE NORTHEAST HALF

(APPROXIMATELY) OF THE ADJOINING RIGHT-OF-WAY OF TURNER STREET, GENERALLY FOR THE PROPERTIES LOCATED ALONG GILBERT STREET AND TURNER STREET;

7. ORDINANCE 2025-4583

- q. APPROXIMATELY 1.152 ACRES AT 101, 103, 105, 107, 109, AND 110-119 KNOX DRIVE, BEING LOTS 18-27, BLOCK 29 AND LOTS 12-16, BLOCK 31 OF THE BARRACKS II SUBDIVISION PHASE 401, GENERALLY LOCATED SOUTHWEST OF THE INTERSECTION OF KNOX DRIVE AND OLD WELLBORN ROAD;**

8. ORDINANCE 2025-4584

- r. APPROXIMATELY 0.412 ACRES AT 418, 420, 422, 424, AND 426 BABY BEAR DRIVE, BEING LOTS 1-5, BLOCK 32 OF THE BARRACKS II SUBDIVISION PHASE 109, GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF BABY BEAR DRIVE AND TOWERS PARKWAY; AND**

9. ORDINANCE 2025-4585

- s. APPROXIMATELY 0.406 ACRES AT 133, 135, 137, 139, AND 141 DEACON DRIVE WEST, BEING LOTS 1-5, BLOCK 21 OF THE BARRACKS II SUBDIVISION PHASE 107, GENERALLY LOCATED NORTHEAST OF THE INTERSECTION OF DEACON DRIVE WEST AND GENERAL PARKWAY;**

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 “S”** 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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

Lincoln Place Phase 2, Block C, Lots 1-16 and 17R, generally located along Lincoln Avenue

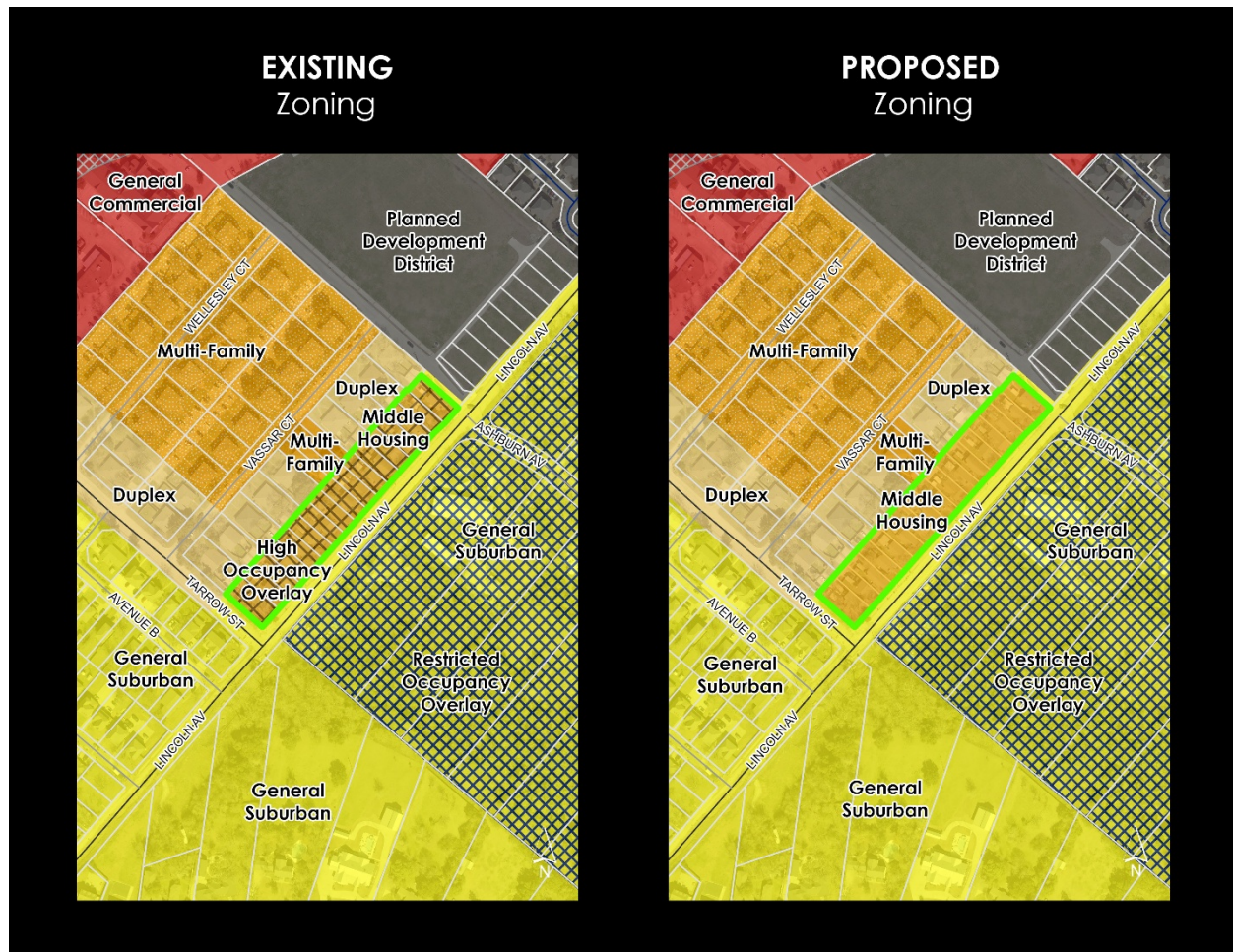


Exhibit B

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

Timber Ridge Addition Phase 1, Block 2, Lots 13-24, Block 3,
Lots 12-22, generally located along University Oaks Blvd.



Exhibit C

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

Parkway Plaza Phase 5, Block 1, Lots 1-15, Block 2, Lots 1- 12,
generally located on Pine Ridge Drive.

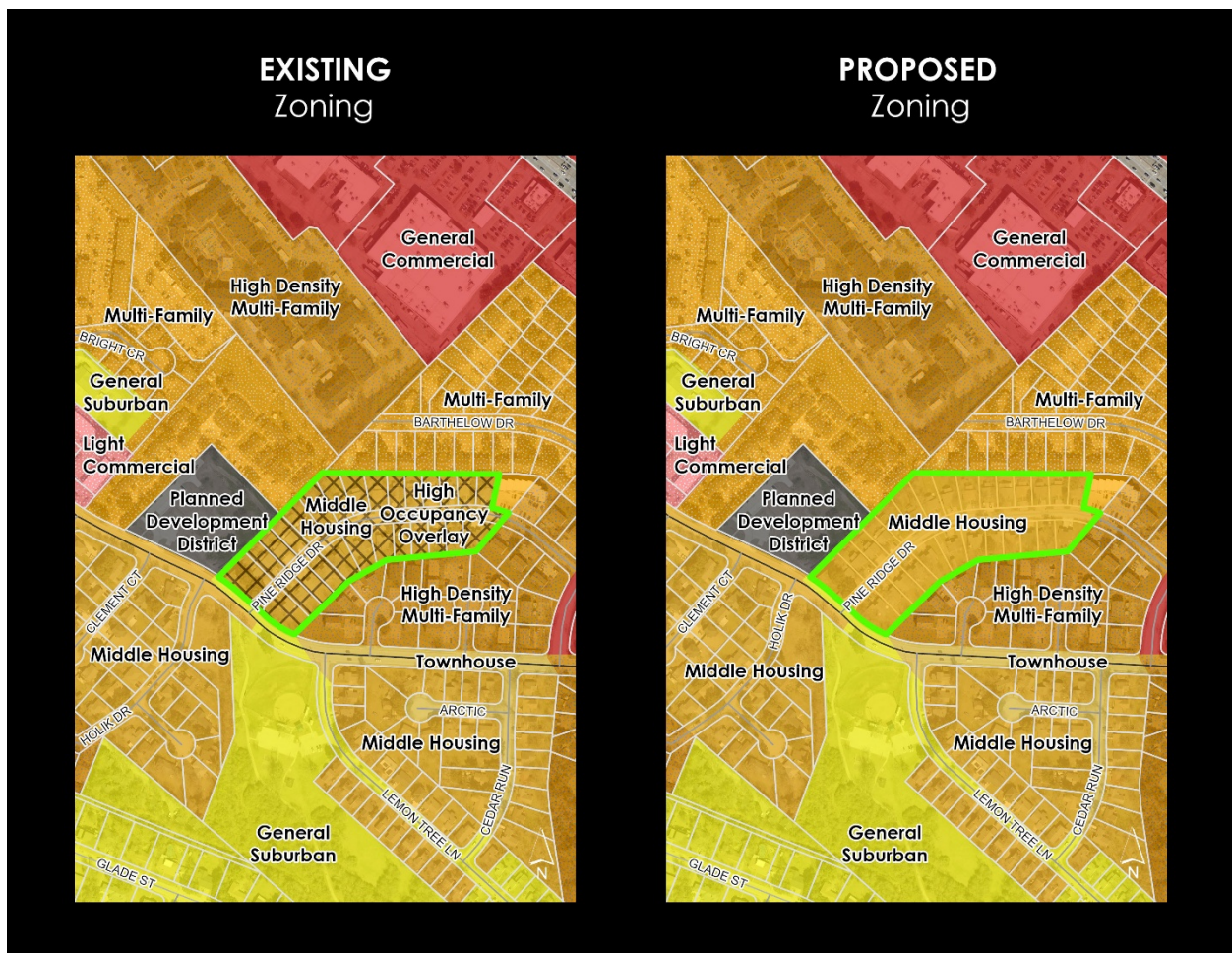


Exhibit D

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

Autumn Chase, Block 1, Lots 1-7, Brentwood Section Two, Block 4, Lots 1-30, Block 5, Lots 1-23, Block 6, Lots 1-4, and Brentwood Section Three Subdivision, generally located along Cornell Drive, Brentwood Drive, and Southwest Parkway.

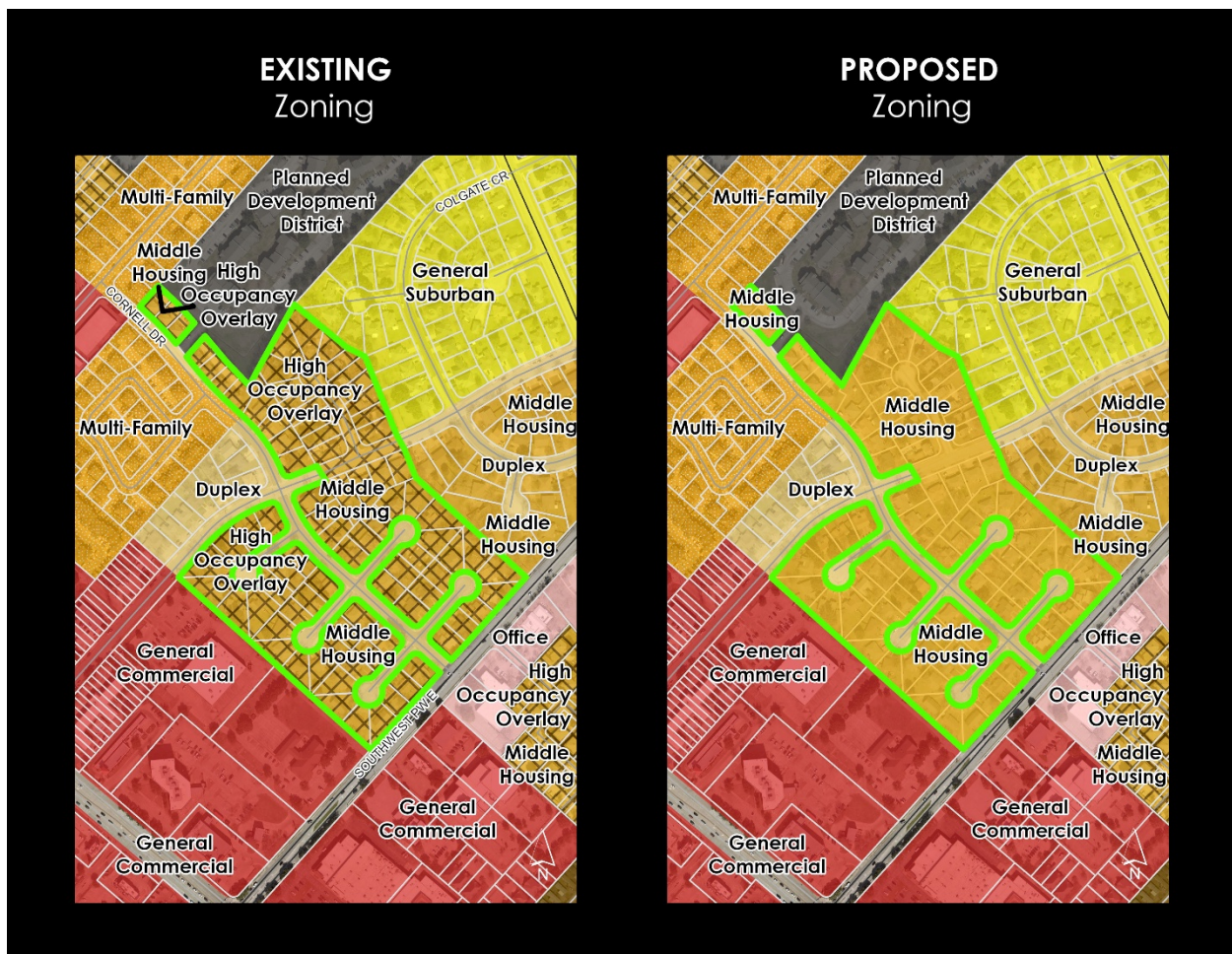


Exhibit E

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

Ashford Square Subdivision Replat, generally located along Ashford Drive.

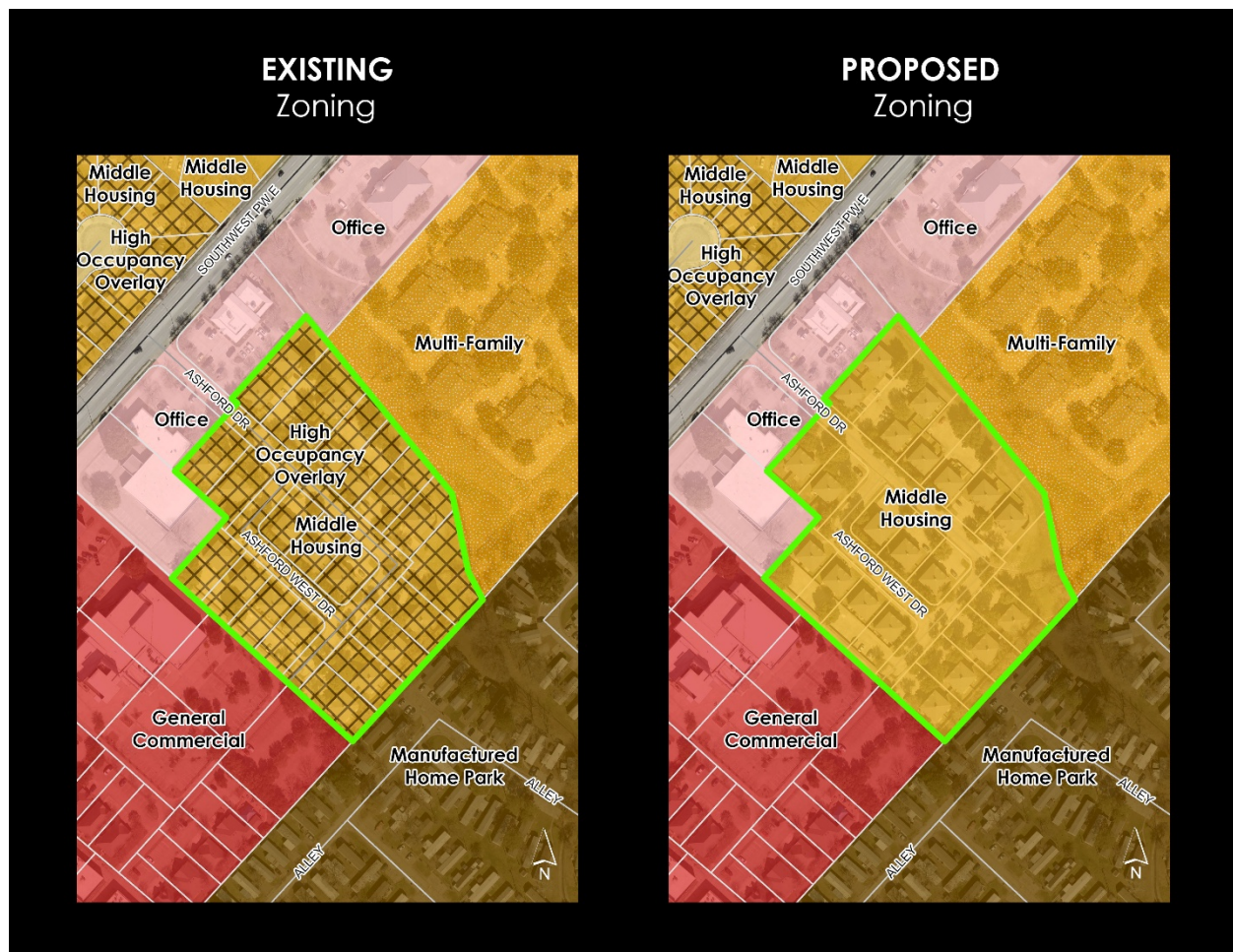


Exhibit F

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

Pecan Tree Estates Phase One Subdivision and Pecan Tree Estates Phase Two Subdivision, save and except .687 acres labeled “Park”, generally located along Oney Hervey Drive.

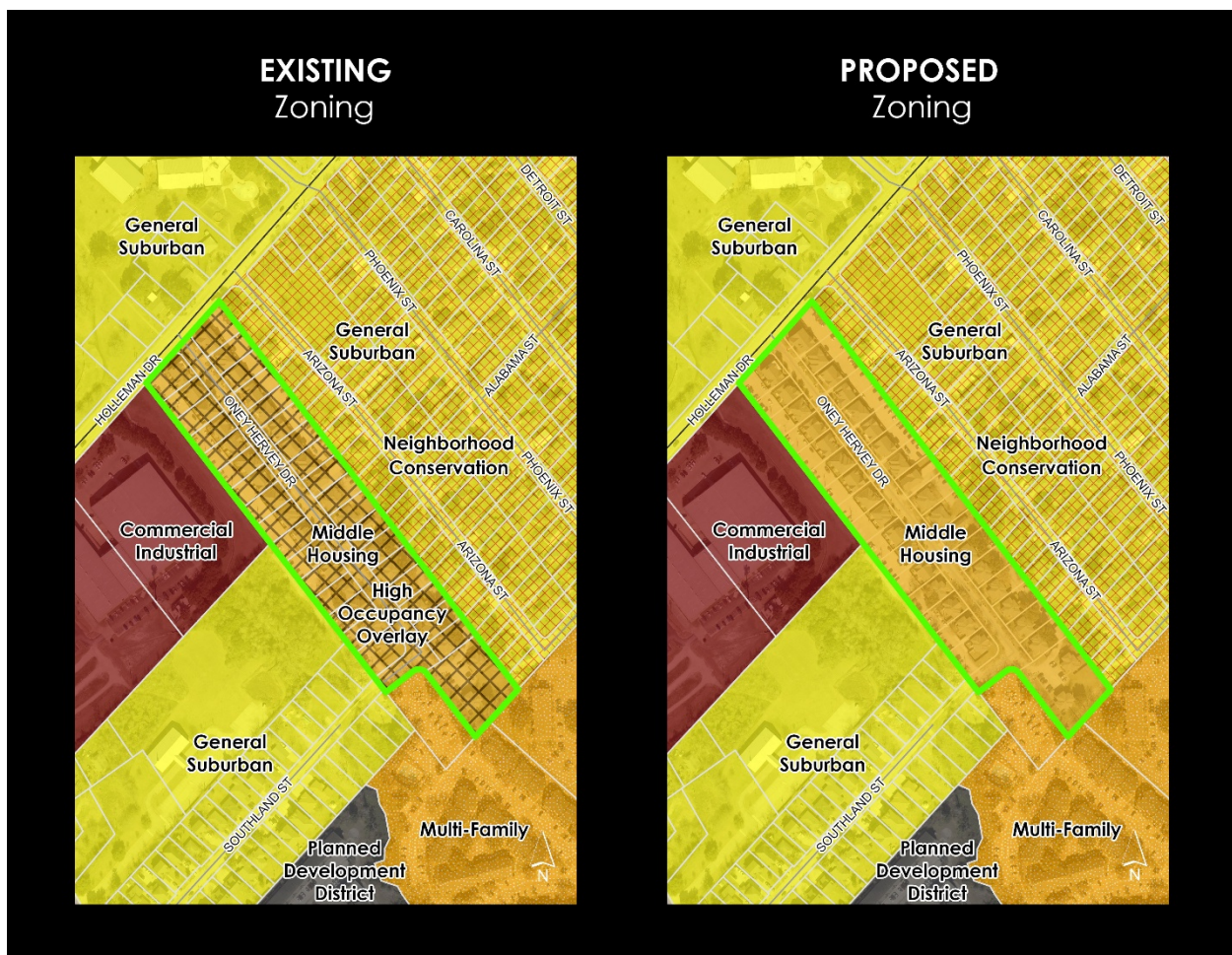


Exhibit G

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

University Heights Phase 1 Subdivision, save and except Common Area 4, and University Heights Phase 1 and 3 Subdivision, generally bounded by Paloma Ridge Drive, Feather Run, Davidson Drive, and Holleman Drive South.

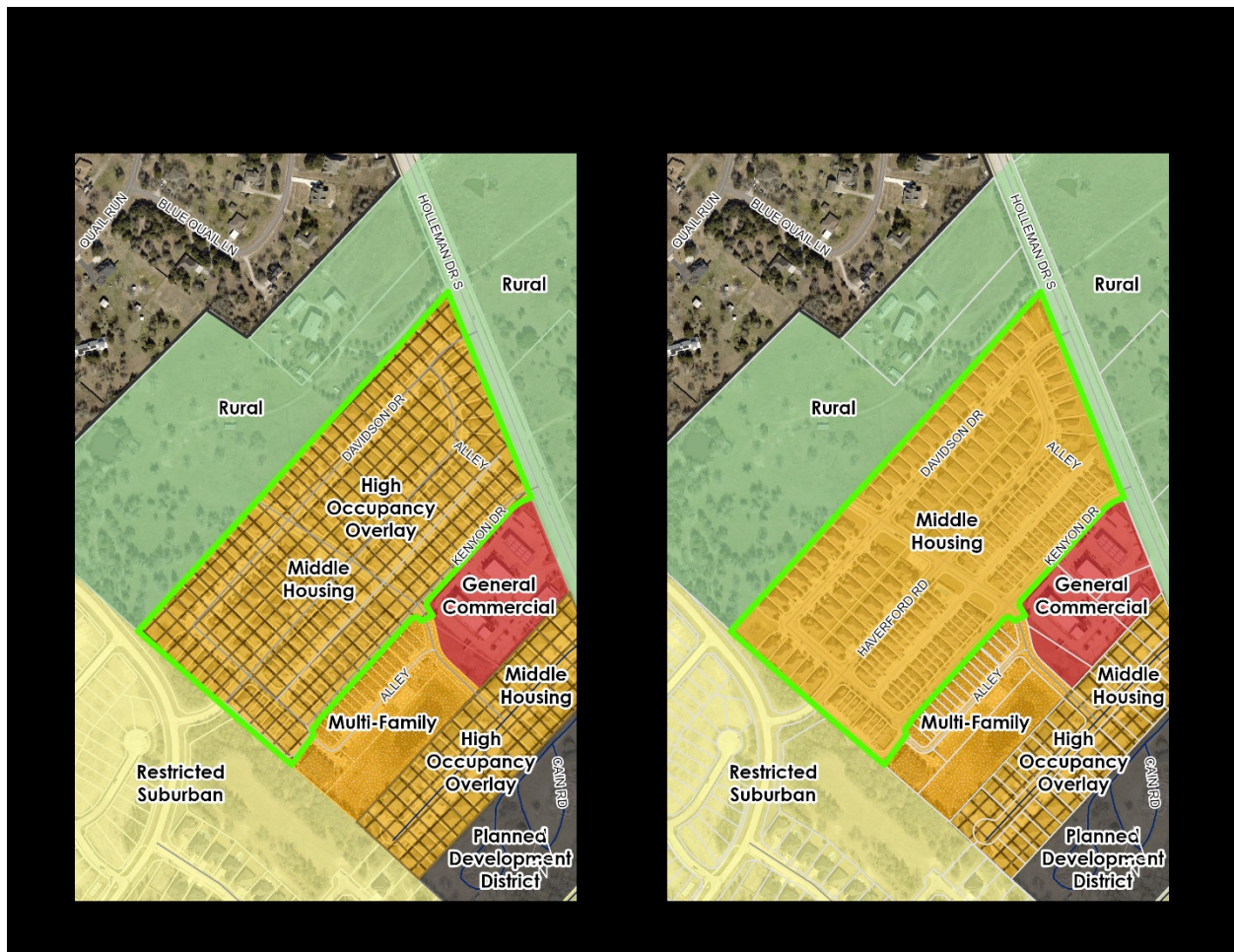


Exhibit H

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

Las Palomas Subdivision, generally bounded by Abbate Road, Feather Run, Kenyon Drive, and Holleman Drive South.

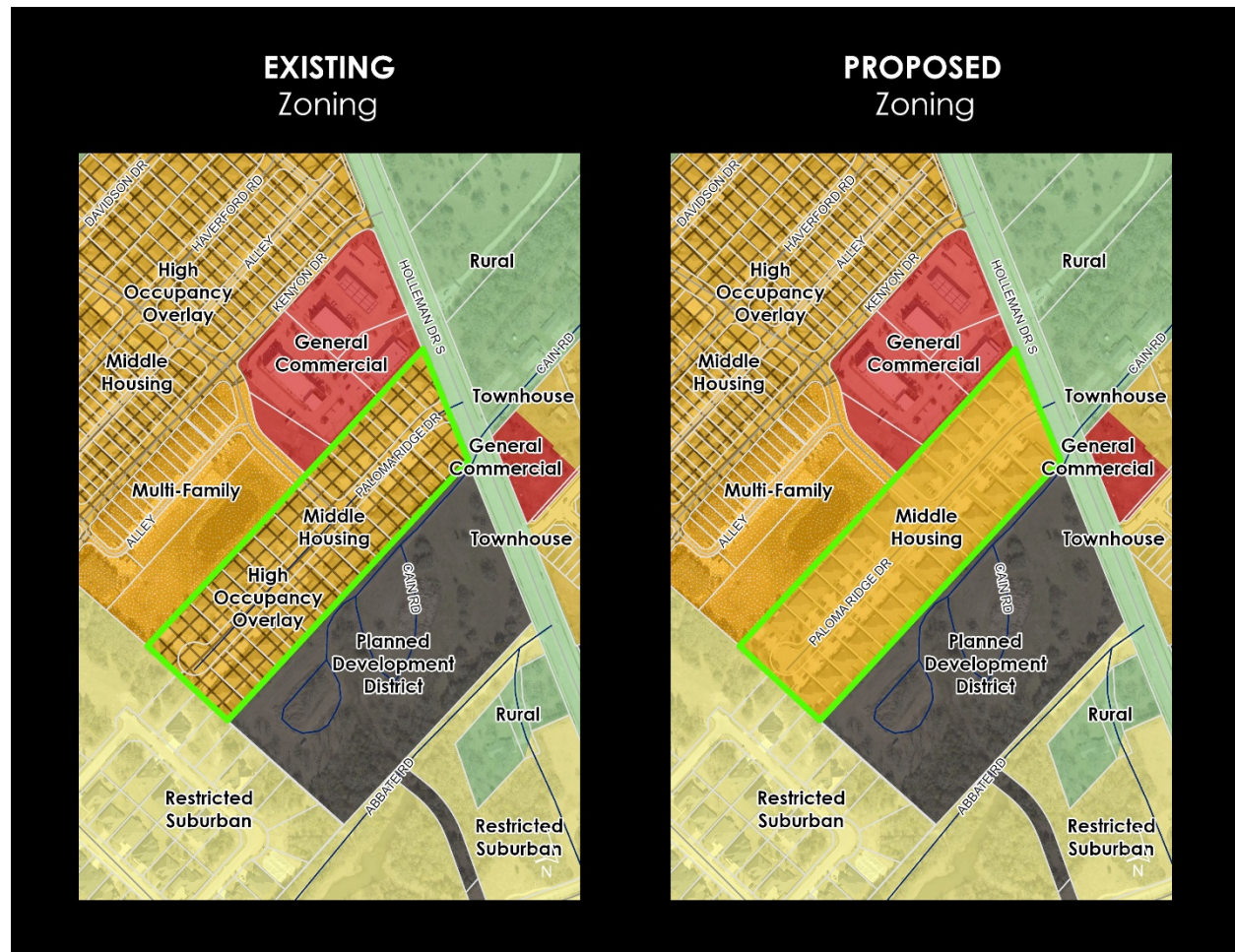


Exhibit I

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

The Barracks II Phase 111 Subdivision and the Barracks II Phase 112, Block 38, Lots 1-24, Block 39, Lots 1-10, generally bounded by Towers Parkway, Goldilocks Lane, and Cain Road.

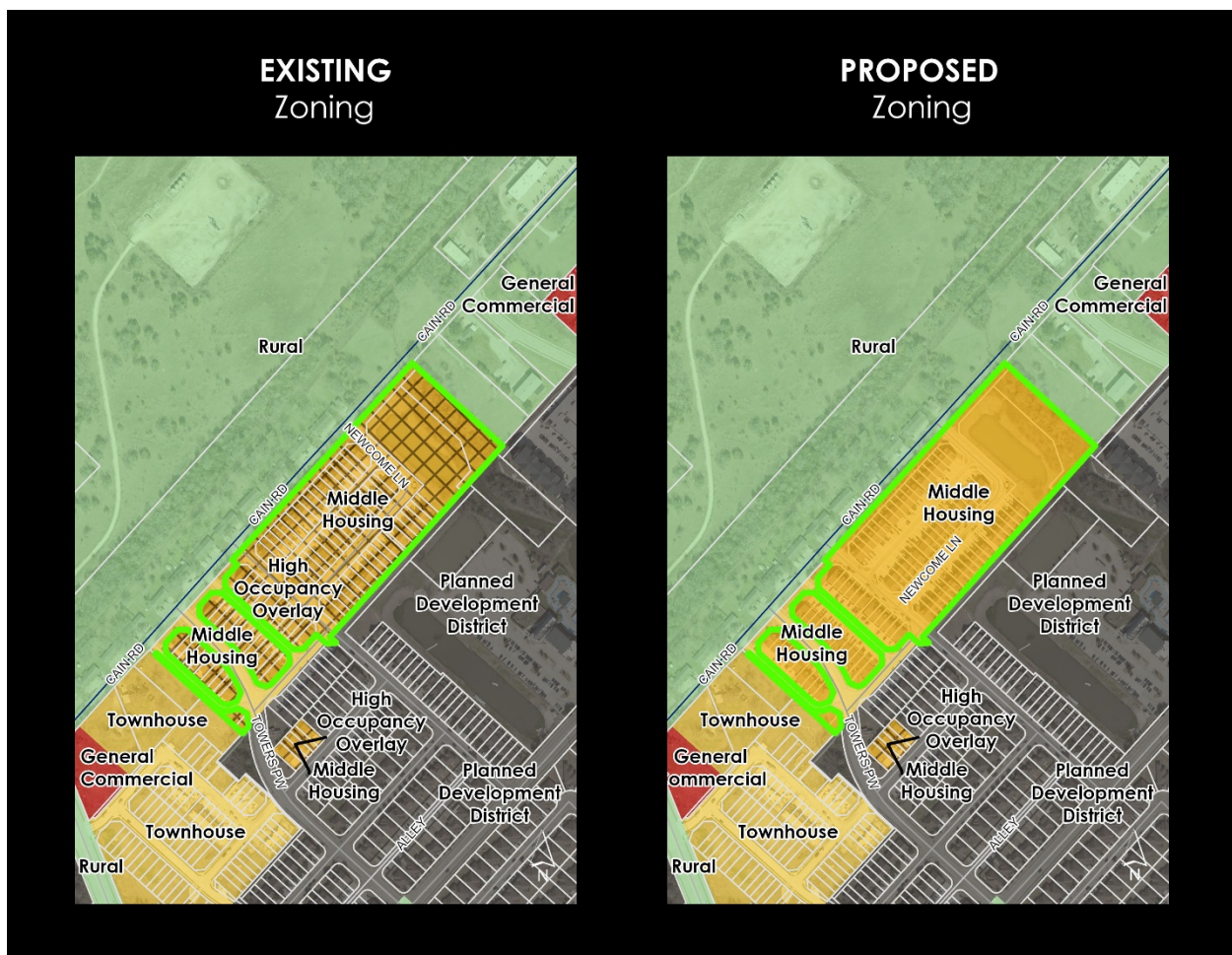


Exhibit J

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

Pershing Pointe Villas Phase I Subdivision and Pershing Pointe Villas Phase 2A Subdivision, generally bounded by Deacon Drive West, Towers Parkway, Oak Crest, and Holleman Drive South.



Exhibit K

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

The Barracks Phase 1 Subdivision, The Barracks Phase 2 Subdivision, Williamsgate Phase 1 Subdivision, Buena Vida Subdivision, 12 at Rock Prairie Phase I Subdivision, 12 at Rock Prairie Phase 2 Subdivision, and 12 at Rock Prairie Phase 3 Subdivision, generally bounded by Rock Prairie Road West, Towers Parkway, Deacon Drive West, and General Parkway.

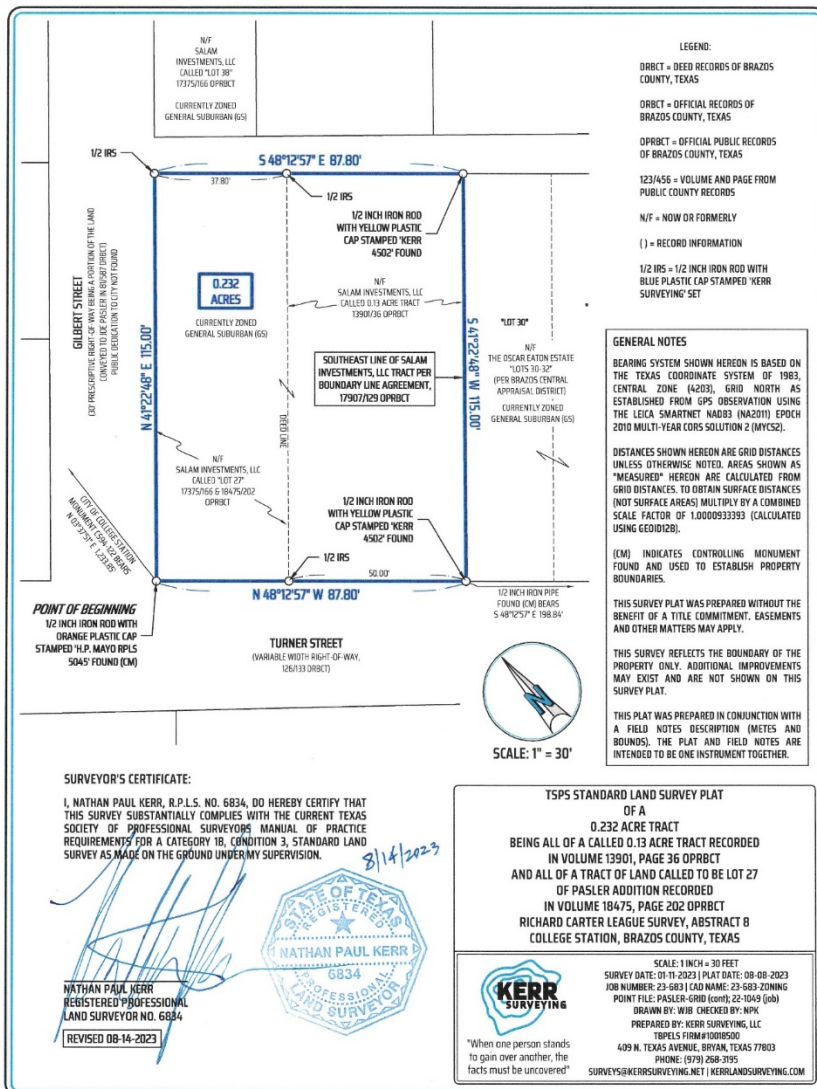


Exhibit L

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

Lot 27 Pasler Addition, generally located at 701-703 Turner Street.





**FIELD NOTES DESCRIPTION
OF A
0.232 ACRE TRACT
RICHARD CARTER LEAGUE SURVEY, ABSTRACT 8
COLLEGE STATION, BRAZOS COUNTY, TEXAS**

A FIELD NOTES DESCRIPTION OF 0.232 ACRES IN THE RICHARD CARTER LEAGUE SURVEY, ABSTRACT 8, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING ALL OF A TRACT OF LAND CALLED TO BE "LOT 27" OF PASLER ADDITION IN A DEED TO SALAM INVESTMENTS, LLC IN VOLUME 17375, PAGE 166 AND VOLUME 18475, PAGE 202 (OPRBCT) AND ALL OF A CALLED 0.13 ACRE TRACT OF LAND DESCRIBED IN A DEED TO SALAM INVESTMENTS, LLC RECORDED IN VOLUME 13901, PAGE 36 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT) AND SAID 0.13 ACRE TRACT BEING FURTHER DESCRIBED AS 0.132 ACRES IN A BOUNDARY LINE AGREEMENT RECORDED IN VOLUME 17907, PAGE 129 (OPRBCT); SAID 0.232 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod with orange plastic cap stamped 'H.P. MAYO RPLS 5045' found at the intersection of the northeast line of Turner Street (a variable width right-of-way, 126/133 DRBCT) and the southeast line of Gilbert Street (formerly Otto Street, a 30' wide prescriptive right-of-way, being a portion of the land conveyed to Joe Pasler in Volume 81, Page 587 DRBCT) for the west corner of said "Lot 27" and the west corner hereof, from which the City of College Station monument C594-122 bears N 03° 37' 51" E, a distance of 1,233.85 feet;

THENCE, with the northwest line of said "Lot 27", along the southeast side of Gilbert Street, **N 41° 22' 48" E**, for a distance of **115.00 feet** to a 1/2 inch iron rod set (all rods set with blue plastic cap stamped 'KERR SURVEYING') for the north corner of said "Lot 27", and the north corner hereof;

THENCE, with the northeast line of said "Lot 27" and the northeast line of said 0.132 acre tract, **S 48° 12' 57" E**, at a distance of 37.80 feet passing a 1/2 inch iron rod set and continuing for a total distance of **87.80 feet** to a 1/2 inch iron rod with yellow plastic cap stamped 'KERR 4502' found for the east corner of said 0.132 acre tract and the east corner hereof;

THENCE, with the southeast line of said 0.132 acre tract as described in said boundary line agreement (17907/129 OPRBCT), **S 41° 22' 48" W**, for a distance of **115.00 feet** to a 1/2 inch iron rod with yellow plastic cap stamped

'KERR 4502' found in the northeast line of Turner Street for the south corner of said 0.132 acre tract and the south corner hereof, from which a 1/2 inch iron pipe found in the northeast line of Turner Street bears: S 48° 12' 57" E, a distance of 198.84 feet;

THENCE, with the northeast line of Turner Street, **N 48° 12' 57" W**, at a distance of 50.00 feet passing a 1/2 inch iron rod set and continuing for a total distance of **87.80 feet** to the **POINT OF BEGINNING** hereof and containing **0.232 acres**, more or less.

Surveyed on the ground January 2023 under my supervision. See plat prepared August 2023 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 grid distances. To obtain surface distances (not surface areas) multiply by a combined scale factor of 1.0000933393 (calculated using GEOID12B). Reference drawing: 23-683-Zoning.


8/14/23
Nathan Paul Kerr



Registered Professional Land Surveyor No. 6834
Revised 08-14-23

KERR
SURVEYING

Kerr Surveying, LLC | 409 N. Texas Ave. Bryan, TX 77803
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

23-683-Zoning.docx

2 | Page

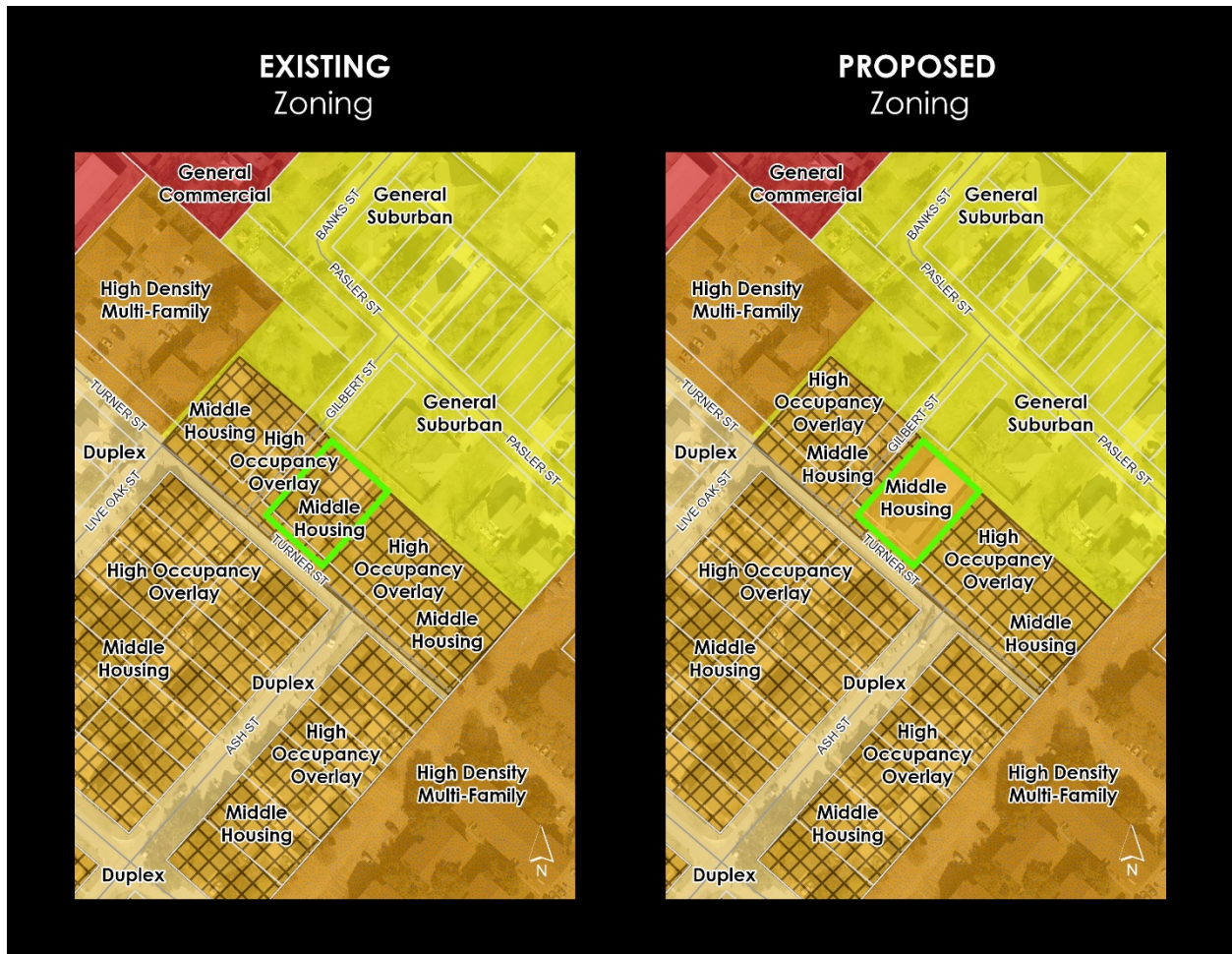


Exhibit M

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

1.05 acres of the D.A. Smith Subdivision lots 5-1 to 5-5, generally located along Avenue A.

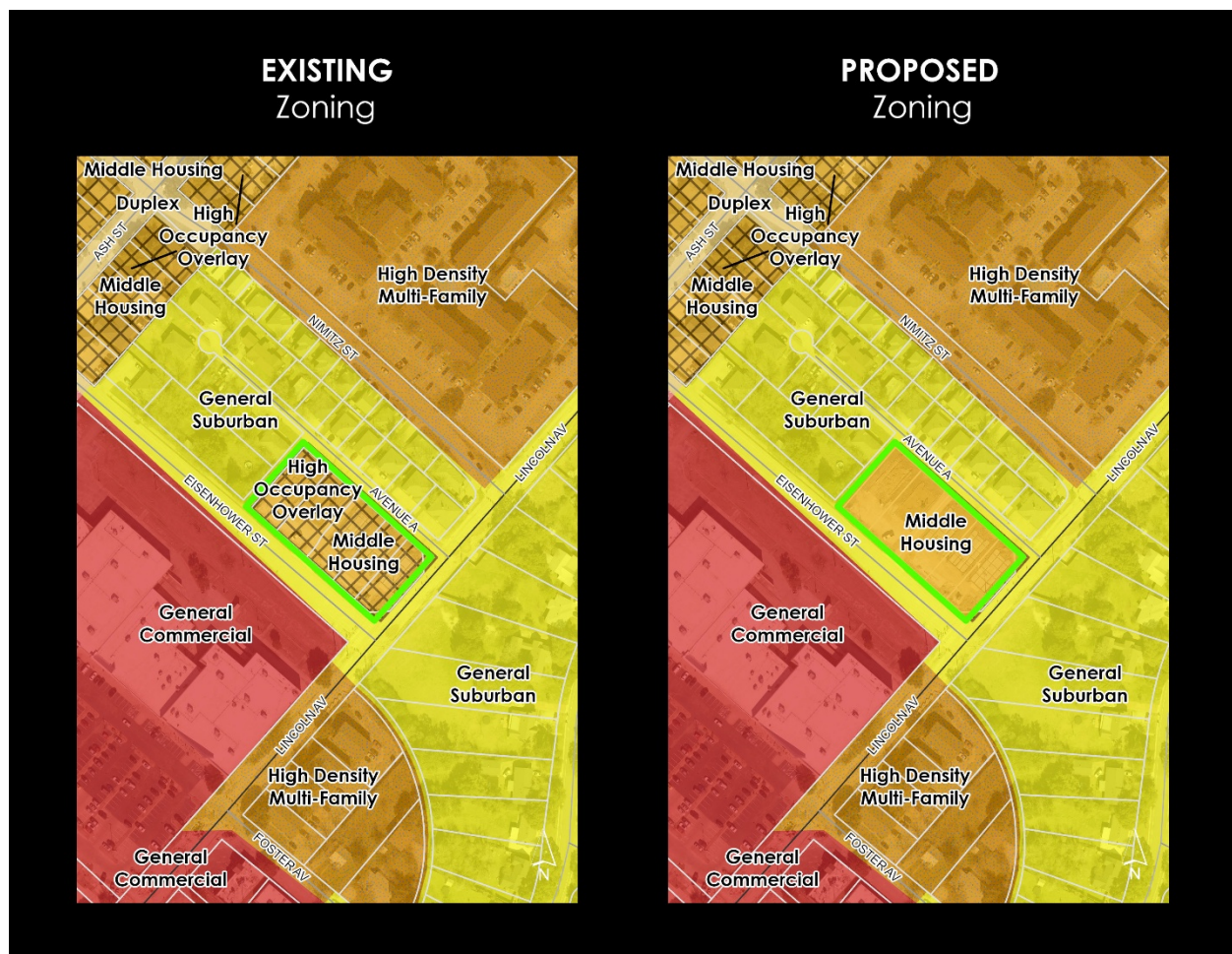


Exhibit N

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

The Barracks II Phase 400 Block 36, Lots 27 generally located at 101 Tang Cake Drive.

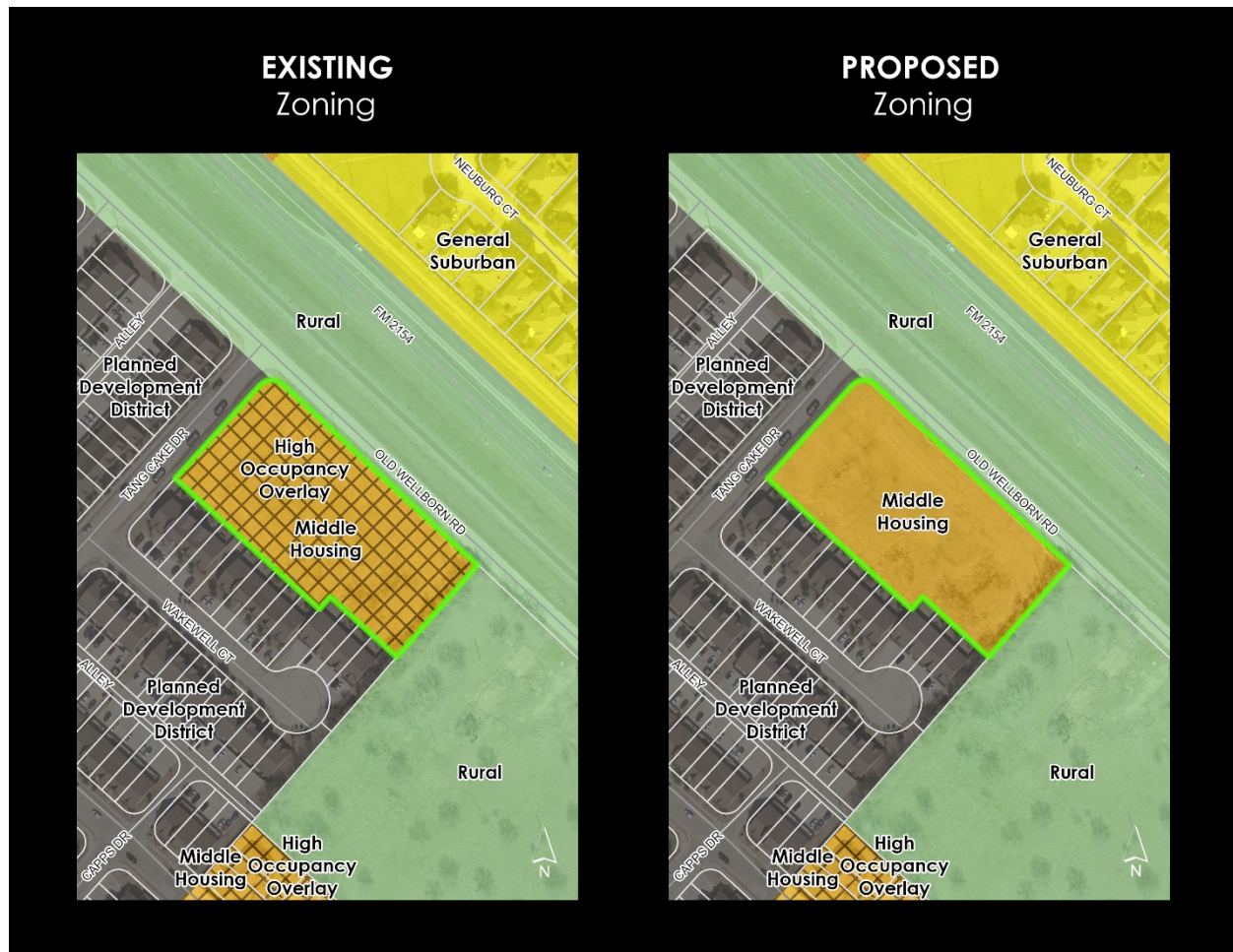


Exhibit O

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

28.14 acres in the Morgan Rector League, generally being the majority of the properties which front on Richards Street, Crest Street, and Sterling Street.



City-Initiated Rezoning
Proposed Area “O”
(Richards St. & Sterling St. area)
Richards Subdivision
College Station, Texas
May 2024

All of that certain tract or parcel of land lying and being situated in the Morgan Rector league, abstract no. 46, in College Station, Brazos County, Texas, including portions of the Richards Subdivision as described by plat recorded in volume 137, page 25 of the Deed Records of Brazos County, Texas, and subsequent replats of portions of it, and generally being the majority of the properties which front on Richards Street, Crest Street and Sterling Street, and being more particularly described as follows:

Beginning at the most southerly corner of this described zoning boundary at intersection of the southeast boundary of the said Richards Subdivision (vol. 137, pg. 25) and the current northeast right-of-way boundary of Texas Avenue (Business Highway 6), being the south corner of Lot 22A Marin Acres, as described by plat recorded in volume 11036, page 27 of the Official Public Records of Brazos County, Texas, from where City of College Station control monument no. 120 bears S 30° 01' 36" W – 3568.9 feet*;

Thence along the said northeast right-of-way boundary of Texas Avenue, and crossing Sterling Street and Richards Street, as follows:

N 49° 30' 38" W – 88.90 feet*, N 51° 58' 58" W – 57.03 feet*, N 49° 30' 38" W – 182.33 feet*,
N 47° 33' 49" W – 72.39 feet*, and N 49° 30' 38" W – 92.58 feet to the most westerly corner of this described zoning boundary;

Thence N 41° 31' 53" E – 1865.30 feet*, along the northwest boundary of the said Richards Subdivision (vol. 137, pg. 25), to its intersection with the southwest boundary of Holleman Place Subdivision as described by replat recorded in volume 19006, page 228 of the Official Public Records of Brazos County, Texas;

Thence S 49° 11' 54" E – 4.18 feet* to the common corner of Lot 1R-1R and Lot 1R-2R of said Holleman Place Subdivision;

Thence N 41° 29' 41" E – 155.50 feet* through said Holleman Place Subdivision along the southeast line of said Lot 1R-1R to its common corner with Lot 1R-4R;

Thence S 49° 25' 42" E – 124.50 feet*, along the common line of Lot 1R-4R and Lot 2R of Holleman Place Subdivision, passing at 99.99 feet the common corner of said Lots, to a point in the middle of Richards Street;

Thence N 41° 30' 00" E – 719.74 feet*, along the middle of Richards Street to the most northerly corner of this described zoning boundary;

Thence S 48° 15' 19" E – 382.17 feet*, along the northwest boundary of Block Three of the Richards Subdivision as described by replat recorded in volume 481, page 67 of the Deed Records of Brazos County, Texas, to the east corner of Lot 6 of said Block Three, also being the most easterly corner of this described zoning boundary;



Thence S 41° 57' 29" W – 244.39 feet* and S 42° 14' 23" W – 335.48 feet*, along the southeast boundary of the said Richards Subdivision (vol. 137, pg. 25), to the east corner of the Parulian Subdivision as described by plat recorded in volume 12824, page 30 of the Official Public Records of Brazos County, Texas;

Thence N 48° 01' 38" W – 122.70 feet* along the northeast line of the said Parulian Subdivision and continuing to the point in the middle of Sterling Street;

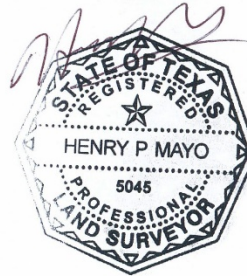
Thence S 41° 45' 00" W – 410.17 feet* along the middle of Sterling Street to a point for corner;

Thence S 48° 07' 21" E – 120.09 feet*, mostly along the southwest line of the said Parulian Subdivision to its south corner;

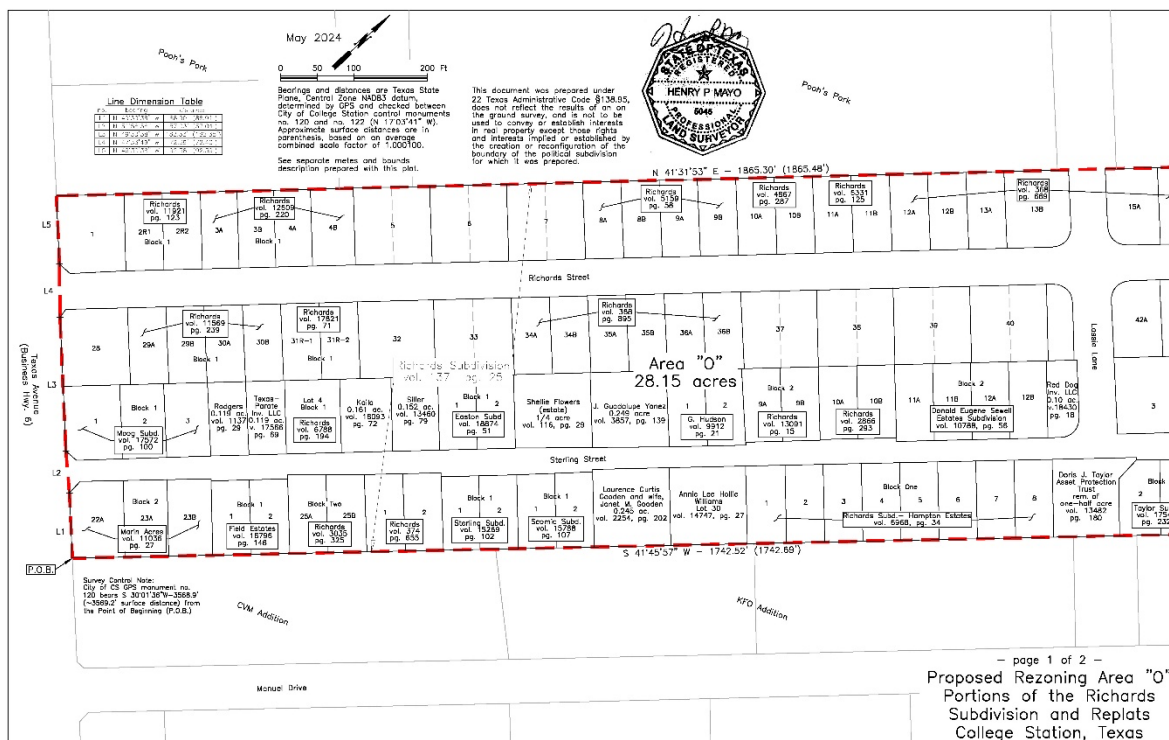
Thence S 41° 45' 57" W – 1742.52 feet*, along the said southwest boundary of the Richards Subdivision (vol. 137, pg. 25) and several subdivisions within it, to the Point of Beginning and containing 28.15 acres of land more or less.

Bearings and *distances are Texas State Plane, Central Zone NAD83 datum, determined by GPS and checked between City of College Station control monuments no. 120 and no. 122 (N 17° 03' 41" W). Approximate surface distances can be computed by multiplying these provided grid distances by an average combined scale factor of 1.000100.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



See survey exhibit plat dated May 2024.



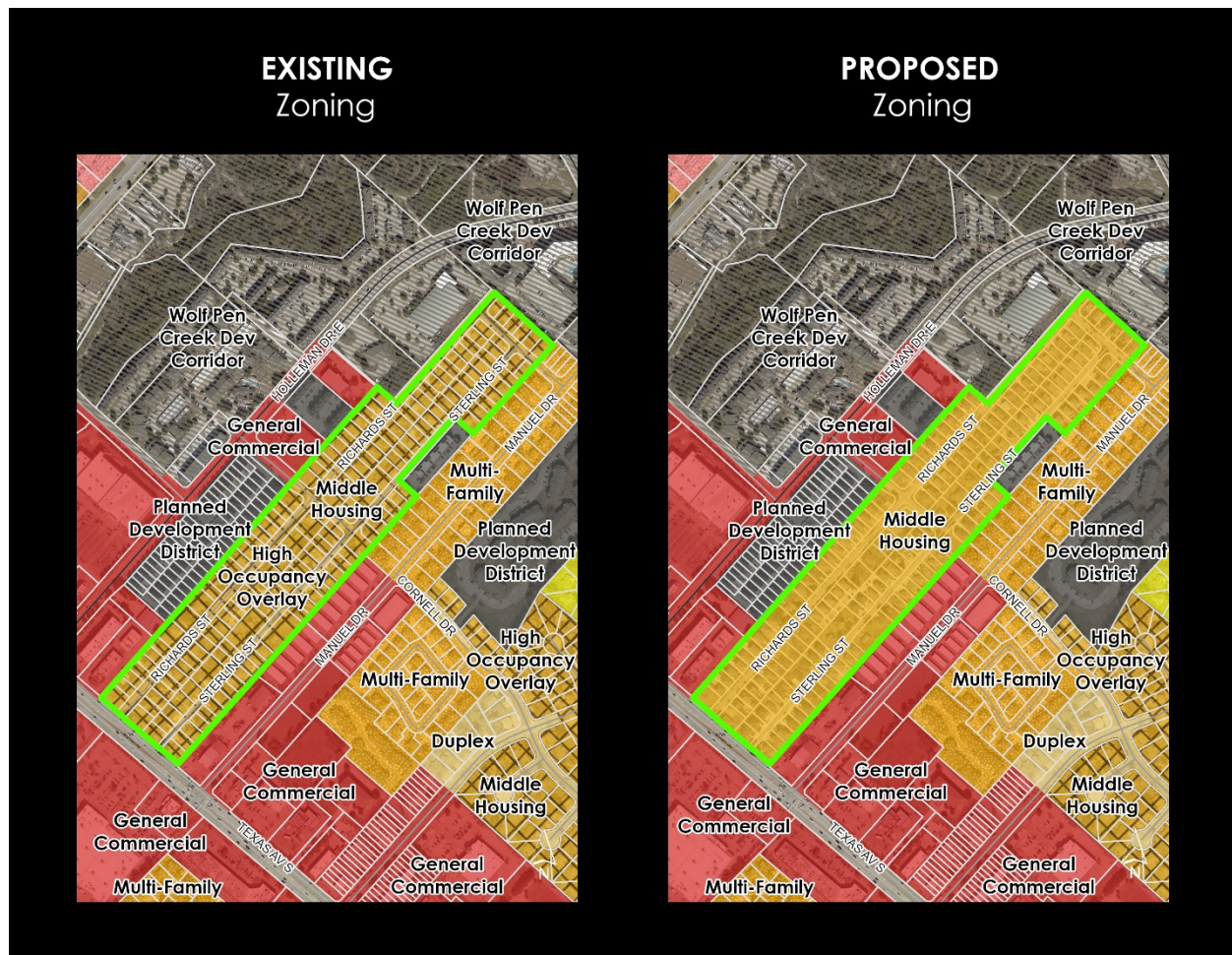


Exhibit P

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

1.10 acres in the Richard Carter League, a portion of Lot 12 of the D.A. Smith Subdivision, generally for the properties located along Gilbert Street and Turner Street.

BASELINE DCCM

City-Initiated Rezoning
Proposed Area “SS”
(along Turner Street)
Portion of Lot 12, D.A. Smith Subdivision
College Station, Texas
June 2024

All of that certain tract or parcel of land lying and being situated in the Richard Carter league, abstract no. 8, in College Station, Brazos County, Texas, being a portion of Lot 12 of the D.A. Smith Subdivision as described by plat recorded in volume 49, page 106 of the Deed Records of Brazos County, Texas, and the northeast half (approximate) of the adjoining right-of-way of Turner Street, and being more particularly described as follows:

Beginning at the most northerly corner of this described zoning tract, at a 1/2” iron rod found at the north corner of that 0.1307 acre tract described in the deed to Vizu, LP recorded in volume 11166, page 270 of the Official Public Records of Brazos County, Texas, from where City of College Station control monument no. 122 bears N 5° 55' 09" E – 1053.8 feet*;

Thence S 49° 03' 25" E – 113.91 feet*, along the northeast line of the said Vizu tract, to a 1/2" iron rod found at its east corner on the northwest prescriptive right-of-way line of Gilbert Street;

Thence S 42° 44' 02" E – 30.12 feet*, across said Gilbert Street, to a 1/2" iron rod with a blue plastic cap stamped “KERR SURVEYING” found at the north corner of that 0.232 acre zoning tract described in the City of College Station Ordinance 2023-4481;

Thence S 41° 22' 48" W – 115.00 feet*, along the southeast boundary of said Gilbert Street, to a 1/2" iron rod with an orange plastic cap stamped “H.P.MAYO RPLS 5045” found (set in 2003) at the west corner of the said 0.232 acre zoning tract;

Thence S 48° 12' 57" E – 87.80 feet*, along the southwest line of the said 0.232 acre zoning tract, also being the northeast boundary of Turner Street, to a 1/2" iron rod with a blue plastic cap stamped “KERR SURVEYING” found at the south corner of the said 0.232 acre zoning tract;

Thence N 41° 22' 48" E – 115.00 feet*, along the southeast boundary of the said 0.232 acre zoning tract, to a 1/2" iron rod with a blue plastic cap stamped “KERR SURVEYING” found at its east corner;

Thence S 48° 11' 17" E – 207.94 feet*, along the northeast lines of that 0.198 acre tract described in the deed to Ali Jaffar recorded in volume 19079, page 239, that 0.66 acre tract described in the deed to Ali Jaffar recorded in volume 9225, page 145, and that 0.132 acre tract described in the deed to Sivas, LLC recorded in volume 19219, page 66 in the Official Public Records of Brazos County, Texas, and continuing to the most easterly corner of this described zoning tract in the northwest line of Lot 2 of a Part of Lots 7, 8, 9 & 10 of the D.A. Smith Subdivision as described by plat recorded in volume 516, page 717 of the Deed Records of Brazos County, Texas;

Thence S 41° 26' 42" W – 128.21 feet* along the said northwest line of Lot 2, to the most southerly corner of this described zoning tract;

Thence N 49° 00' 00" W – 440.05 feet*, approximately along the middle of the pavement of Turner Street, to the most westerly corner of this described zoning tract;

Rezoning Area “SS” (along Turner Street)

Page 1 of 2

1701 Southwest Parkway, Suite 104, College Station, Texas 77840 | 979.693.2777 | TxSurv F-10030200 | BaselineSurveyors.net

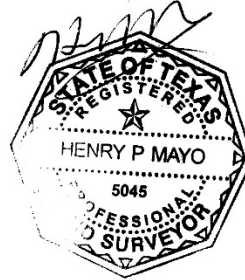
BASELINE DCCM

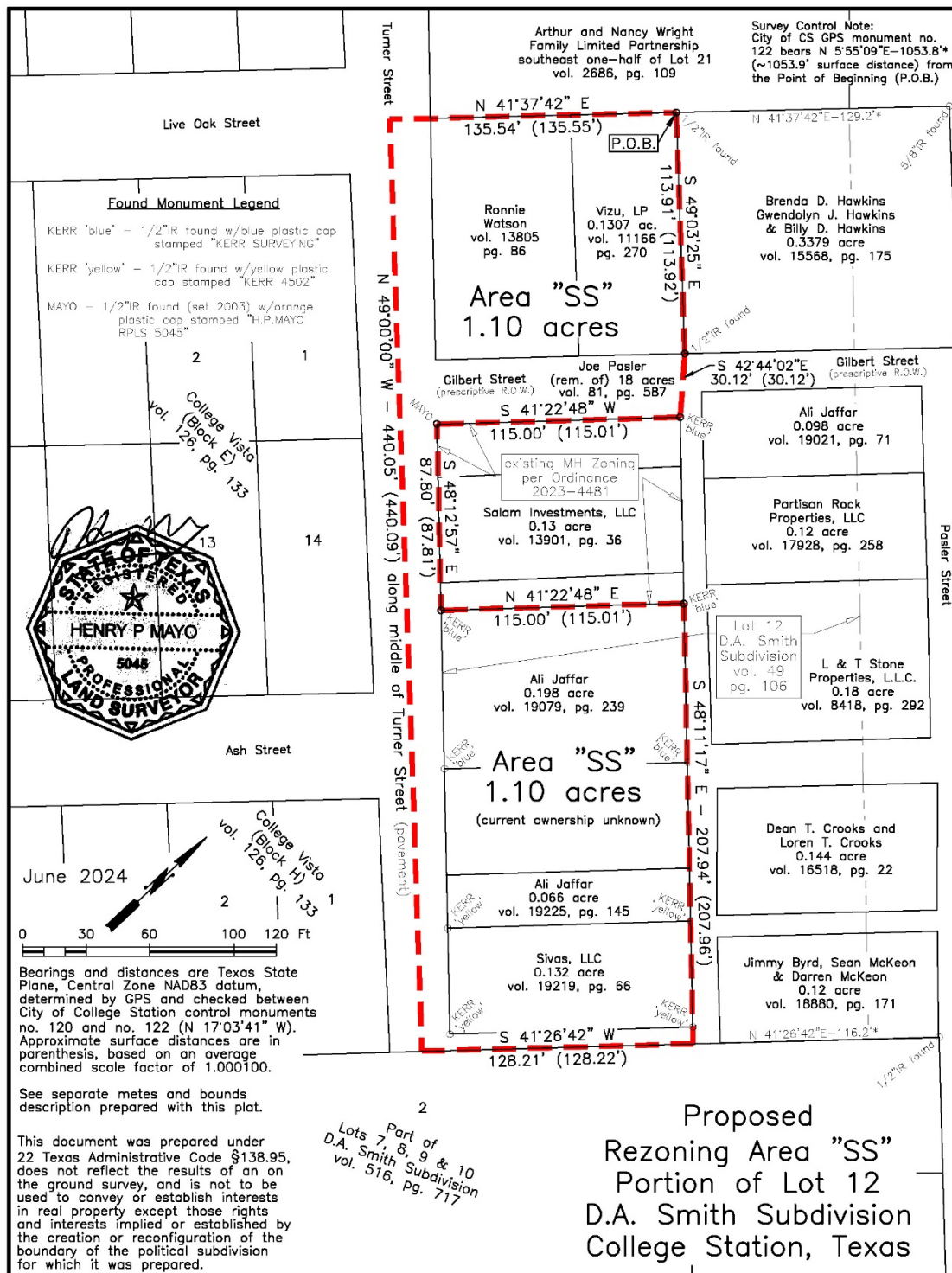
Thence N 41° 37' 42" E – 135.54 feet*, along the common boundary of the tracts conveyed to Ronnie Watson by deed recorded in volume 13805, page 86, and the said Vizu tract, with that tract conveyed to Arthur and Nancy Wright Family Limited Partnership by deed recorded in volume 2686, page 109 of the Official Public Records of Brazos County, Texas, to the Point of Beginning and containing 1.10 acres of land more or less.

Bearings and *distances are Texas State Plane, Central Zone NAD83 datum, determined by GPS and checked between City of College Station control monuments no. 120 and no. 122 (N 17° 03' 41" W). Approximate surface distances can be computed by multiplying these provided grid distances by an average combined scale factor of 1.000100.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

See survey exhibit plat dated June 2024.





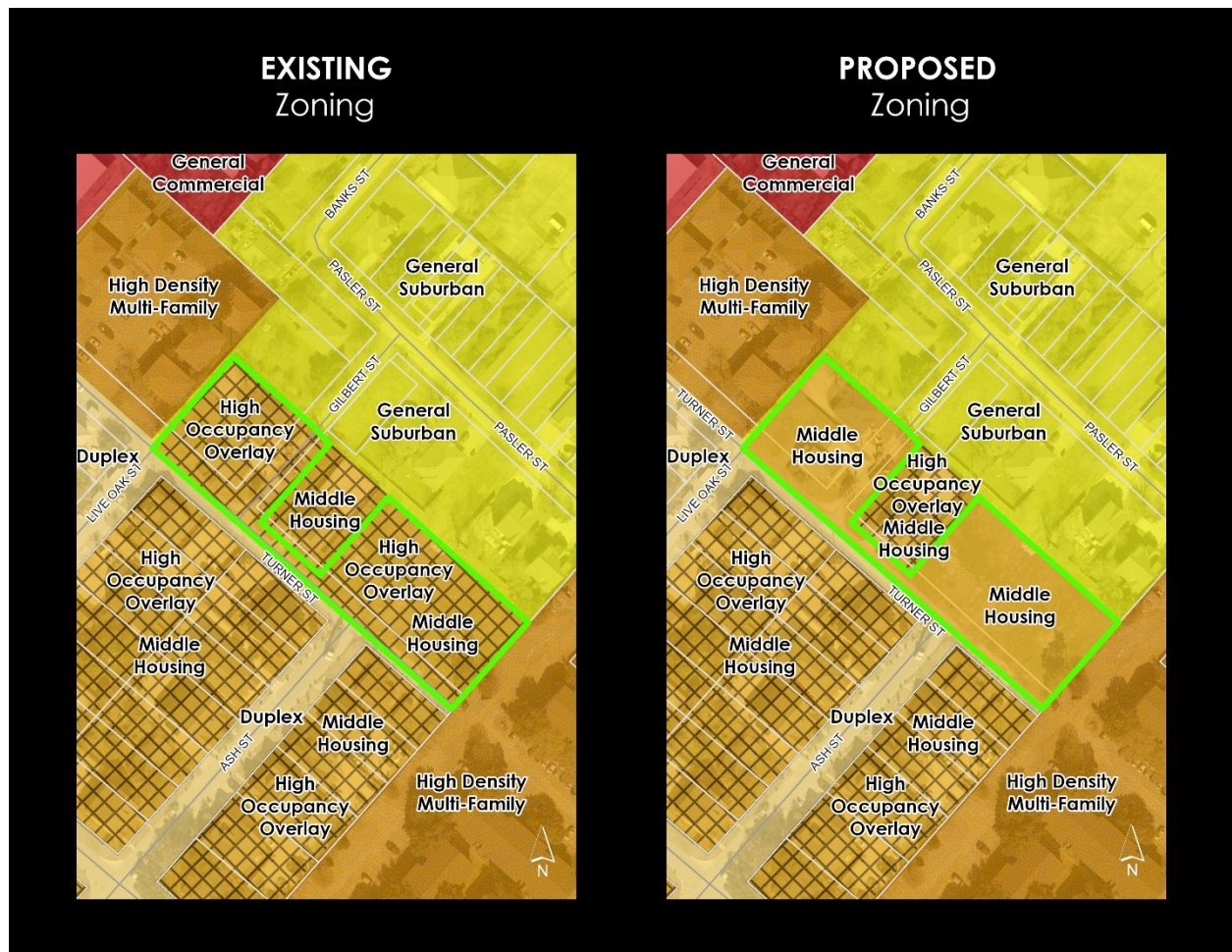


Exhibit Q

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

1.152 acres at 101, 103, 105, 107, 109, and 110-119 Knox Drive, being Lots 18-27, Block 29 and Lots 12-16, Block 31 of the Barracks II Subdivision Phase 401, generally located Southwest of the intersection of Knox Drive and Old Wellborn Road.

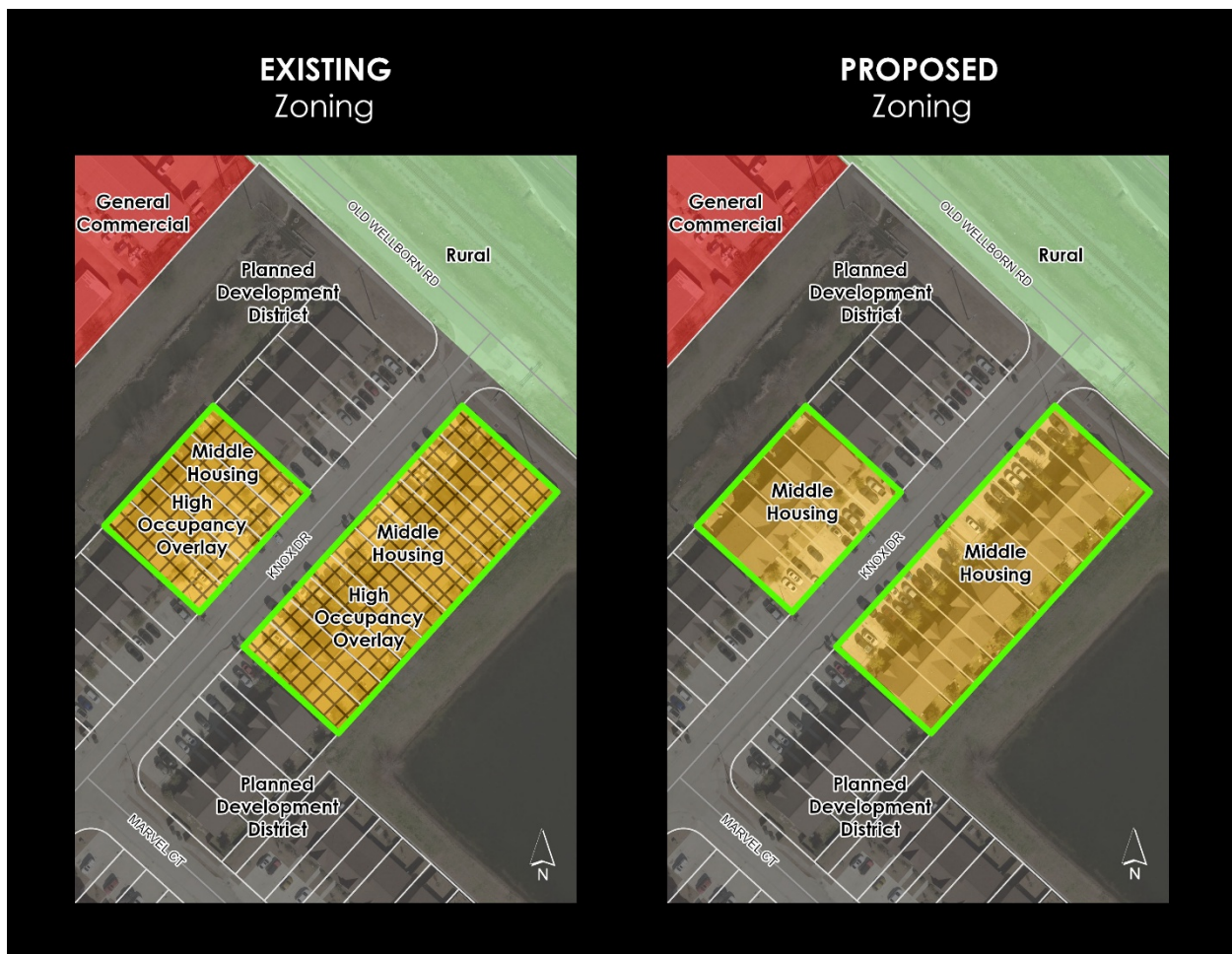


Exhibit R

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

0.412 acres at 418, 420, 422, 424, and 426 Baby Bear Drive, being Lots 1-5, Block 32 of the Barracks II Subdivision Phase 109, generally located Northeast of the intersection of Baby Bear Drive and Towers Parkway.



Exhibit S

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 MH Middle Housing and HOO High Occupancy Overlay to MH Middle Housing:

0.406 acres at 133, 135, 137, 139, and 141 Deacon Drive West, being Lots, 1-5, Block 21 of the Barracks II Subdivision Phase 107, generally located Northeast of the intersection of Deacon Drive West and General Parkway.



September 25, 2025
Item No. 9.12.
Comprehensive Plan 5-Year Evaluation & Appraisal Report (2025)

Sponsor: Christine Leal, Long Range Planning Administrator

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding a presentation of the Comprehensive Plan 5-Year Evaluation & Appraisal Report and associated appendices.

Relationship to Strategic Goals:

- Good Governance
- Financially Sustainable City
- Core Services and Infrastructure
- Neighborhood Integrity
- Diverse Growing Economy
- Improving Mobility
- Sustainable City

Recommendation(s): Staff recommends the City Council receive and accept the Report. The Planning & Zoning Commission received this report at their September 18, 2025 meeting.

Summary: College Station's Comprehensive Plan, adopted in May 2009 and updated in October 2021, serves as a statement of the community's vision for the future. As a long-range document with an anticipated life span of 20 years, the Comprehensive Plan calls for an Evaluation and Appraisal Report to be prepared every five years. This report was created by City staff with input from citizens, City leaders, various City departments, the Planning and Zoning Commission, and other appropriate boards and commissions. The purpose of this report is to serve as a "checkup" on the Comprehensive Plan by identifying the Plan's successes and shortcomings and recommending appropriate modifications in response to changing conditions.

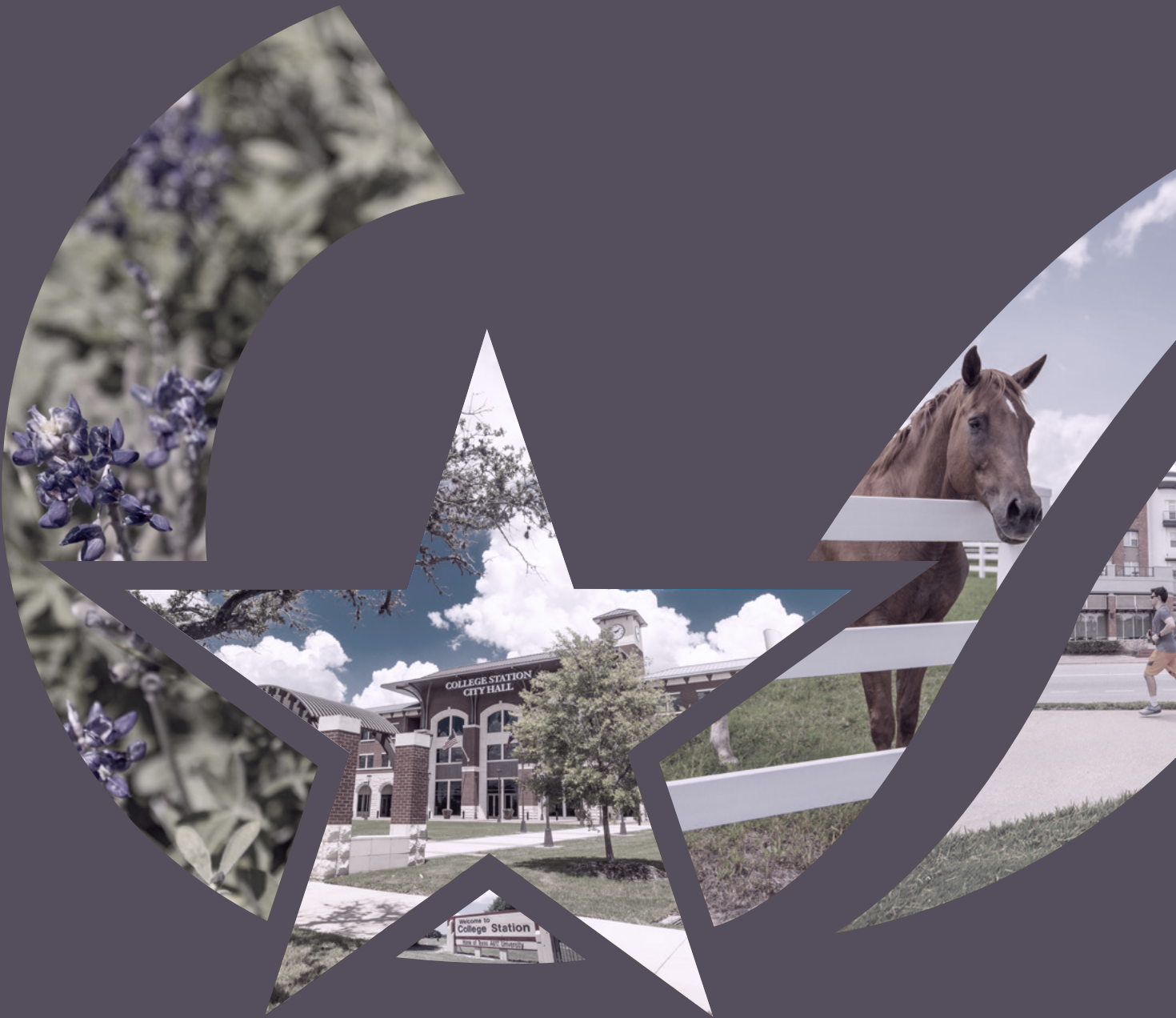
This report and its associated appendices:

- Provides a review of the basic conditions and assumptions related to the City's growth.
- Evaluates implementation progress related to the Plan's goals, strategies, and action items.
- Summarizes the public engagement process and results used to inform the recommendations in this report.
- Provides recommendations for modifications to the Plan's policies, action items, and structure to ensure continued alignment with the community's vision.

Budget & Financial Summary: N/A

Attachments:

1. Comprehensive Plan 5-Yr Evaluation and Appraisal Report 2025
2. Appendix A - 2024 Existing Conditions Report
3. Appendix B Implementation Progress Report
4. Appendix C - Engagement Report



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

COMPREHENSIVE PLAN

5-YEAR EVALUATION & APPRAISAL REPORT 2025

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A. Stronger emphasis on sustainability and environmental resilience

B. Add an “as of” date to all maps and data tables

C. Remove repeated or redundant narrative throughout the Plan

D. Incorporate strategies to ensure rapid response to changes in technology

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Appendix A: 2024 Existing Conditions Report

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Appendix C: Engagement Report

1. OVERVIEW AND PURPOSE

College Station's Comprehensive Plan, adopted in May 2009 and updated in October 2021, serves as a statement of the community's vision for the future. It provides goals, policies, and actions on a broad range of topics and provides strategic direction to guide the City's physical growth while maintaining a high quality of life. As a long-range document with an anticipated life span of 20 years, the Comprehensive Plan calls for an Evaluation and Appraisal Report to be prepared every five years.

This report was created by City staff with input from citizens, City leaders, various City departments, the Planning and Zoning Commission, and other appropriate boards and commissions. The purpose of this report is to serve as a "checkup" on the Comprehensive Plan by identifying the Plan's successes and shortcomings and recommending appropriate modifications in response to changing conditions.

This report and its associated appendices:

- Provides a review of the basic conditions and assumptions related to the City's growth.
- Evaluates implementation progress related to the Plan's goals, strategies, and action items.
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- Provides recommendations for modifications to the Plan's policies, action items, and structure to ensure continued alignment with the community's vision.

2. PROCESS

This 5-year Evaluation and Appraisal process, branded the Five Years Forward project, began in February 2025 and concluded in September 2025.

A six-member group called the Comprehensive Plan Evaluation Committee (CPEC) met throughout the process to provide input and feedback to guide both the evaluation process and final recommendations. The CPEC was composed of three Planning and Zoning Commissioners and three City Councilmembers.

Public outreach activities:

- Community Planning Survey 2025 (135 responses)
- Focus Groups – Medical, Housing, and Business & Economy sectors
- Public Meetings & Workshops – Seminar Supper, Open House, City Council public hearing
- Informal Events – Three Food Truck Wednesdays
- Digital & Media Outreach – Blog, radio, podcast, website, social media, and public notices

Other community stakeholder input activities:

- Boards & Commissions Survey and feedback discussions
- City Councilmember structured interviews
- Staff implementation team discussions

Details of the community and stakeholder input processes can be found in Appendix C: Engagement Report.

3. CHANGING CONDITIONS

In 2024, City staff prepared an assessment of existing conditions to provide context for the Comprehensive Plan evaluation. This assessment, presented in Appendix A: 2024 Existing Conditions Report, analyzes population growth and projections, demographic and socioeconomic trends, existing land use, and other patterns of physical development. The report draws primarily on the latest estimates from the U.S. Census Bureau, along with data from various City databases.

As the City looks to the future, significant conditions and trends include:

Demographics & Growth

- The population of College Station reached 128,370 in 2023, reflecting a 7.9% increase since 2019.
- The Census Bureau estimated 48,615 College Station residents were enrolled in college or graduate school in 2023, representing about 38% of the city's total population (ACS 2023).

Economic Development

- The employment rate in the College Station-Bryan MSA has increased by 16.2% since 2018, outpacing state and national averages.
- The unemployment rate remains low at 3.2% (2023), reflecting a stable job market.
- The housing market has seen rising home prices, with the median home price of \$322,903 in 2023.

Land Use

- Residential land use dominates at 45.54%, with single-family homes making up the largest share of the residential category.
- Urban residential and mixed residential land uses account for 15.3% of future land use.
- Between 2019-2023, multi-family led in units constructed totaling 2,963 units.

Transportation & Mobility

- Currently, the city maintains 57.7 miles of bike lanes, 21.2 miles of bike routes, 387.7 miles of sidewalks, and 40.6 miles of multiuse paths, supporting active transportation options.
- Roadway improvements and infrastructure investments are planned to accommodate growth.

4. PLAN SUCCESSES

The Comprehensive Plan's Implementation chapter establishes a framework for ongoing reporting and evaluation. Each year, the City produces a summary report highlighting notable progress and development activity. Every five years, a more comprehensive evaluation (such as this report) is conducted and often results in amendments to the Plan. As part of this evaluation and appraisal process, a 5-Year Implementation Progress Report (Appendix B) was completed to assess the status of each action item in the Comprehensive Plan. Staff used status categories from the City's implementation tracking software, Achievelt, to classify each item as On Track, Off Track, At Risk, Not Started, or Achieved.

Over the past five years, the City celebrated several key programming achievements and capital project milestones. To encourage responsible growth and support community character, staff developed the Northeast Gateway Redevelopment Plan (2023) and the Wellborn District Plan (2023). To address the City's growing need for affordable housing, staff collaborated with a citizen steering committee to create the 2024 Housing Action Plan. In 2024, two major tree-planting projects added 117 trees in Bee Creek Park and Tarrow Park, helping to mitigate the urban heat island effect. Additionally, the City broke ground for Fire Station #7 in 2025, ensuring the continued provision of exceptional services.

5. INTERIM COMPREHENSIVE PLAN AMENDMENTS

a. Small Area Plans

ACTIVE PLANS			
Plan Name	Created	Planning Horizon	City Department
Northeast Gateway Redevelopment Plan	2023	2023-2023	Planning & Development Services
Wellborn District Plan	2023	2023-2023	Planning & Development Services

RETIRED PLANS			
Plan Name	Created	Planning Horizon	Retired
Central College Station Master Plan	2010	2010-2017	2022 Small Area Plan Audit
Eastgate Neighborhood Plan	2011	2011-2018	2022 Small Area Plan Audit
Southside Area Neighborhood Plan	2012	2012-2019	2022 Small Area Plan Audit
South Knoll Plan	2013	2013-2020	2022 Small Area Plan Audit
Wellborn Community Plan	2013	2013-2023	2023 Wellborn District Plan
Wolf Pen Creek Master Plan	1987	Unspecified	2024 Small Area Plan Audit
Northgate Redevelopment Plan	1996	Unspecified	2024 Small Area Plan Audit
Northgate Redevelopment Implementation Plan	2003	Unspecified	2024 Small Area Plan Audit
Medical District Master Plan	2012	2012-2022	2024 Small Area Plan Audit

b. Master Plans

Master Plan Name	Created	Last Update Adoption	City Department
Housing Action Plan	2024	September 2024	Planning & Development Services
Economic Development Master Plan	2013	May 2020*	Economic Development
Bicycle, Pedestrian, and Greenways Master Plan	2010	May 2018*	Planning & Development Services
Wastewater System Master Plan	2011	April 2017	CSU Water Services
Water System Master Plan	2010	April 2017	CSU Water Services
Parks, Recreation, and Open Spaces Master Plan	2011	July 2011*	Parks & Recreation

* Plan update in progress at the time of this report

c. Special Projects

Project Name	Created
Cooling College Station	2022
Small Area Plan Audit Phase I	2022
Small Area Plan Audit Phase II	2024
2024 Existing Conditions Report	2024
Greater Northgate Small Area Plan Engagement Report	2025

d. Text Amendments

- **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.
- **Chapter 2.** Distinctive Places by amending the text regarding the Planning Areas description to remove expired plans – Ordinance 4404, dated November 10, 2022.
- **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.
- **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. Planning Areas Map Amendments

- 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.
- Renaming the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
- Renaming the Wellborn Community Plan to the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.

f. Future Land Use & Character Map Amendments

- Approximately 5 acres of land generally located at 2354 Barron Road from Suburban Residential to Neighborhood Commercial – Ordinance 4365, dated June 23, 2022.
- Approximately 17 acres of land generally located at 400 Double Mountain Road from Medical to Urban Residential – Ordinance 4378, dated August 11, 2022.
- Approximately 0.19 acres of land generally located at 106 Southland Street from Suburban Residential to Neighborhood Commercial – Ordinance 4388, dated September 8, 2022.
- 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.
- Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
- Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.

- 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.
- Approximately 3 acres of land generally located at 116 and 120 Morgans Lane from Urban Residential to General Commercial – Ordinance 4525, dated June 27, 2024.
- 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.
- 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.
- Approximately 3.60 acres of land generally located at 3768 McCullough Road from Estate Residential to Neighborhood Commercial – Ordinance 4578, dated February 27, 2025
- Approximately 2.752 acres of land generally located at 2360 Harvey Mitchell Parkway South from General Commercial to Urban Residential – Ordinance 4596, dated June 12, 2025
- Approximately 2.5 acres generally located south of the intersection of University Drive East and East Crest Drive – Ordinance 4609, dated August 14, 2025.

g. Functional Classification & Context Class Map

- Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
- Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.

5. UNIFIED DEVELOPMENT ORDINANCE (UDO) AMENDMENTS

Conditional Use Permits and Nonconforming Uses (2024)

Modifies conditional use permit requirements and the expiration of conditional use permits and nonconforming uses, and requires nightclubs, bars, and taverns in NG-1 and NG-2 to follow the conditional use permit process.

Ownership Certification (2024)

Removes the requirement for developers to dedicate ROW to the City in fee-simple.

Platting Authority (2024)

Delegates to City staff the ability to approve, approve with conditions, or disapprove a plat that meets all minimum subdivision requirements.

Flood Ordinance Amendment (2023)

Modifies the current ordinance to include requirements for replacement of manufactured homes in existing manufactured home developments.

Shared Housing (2023)

Modifies the current ordinance to permit Shared Housing uses in the MH Middle Housing zoning district only when there is also a HOO High Occupancy Overlay.

Middle Housing Zoning District Parking (2023)

Modifies the current ordinance to allow up to four vehicles to park in the front yard area of a lot that is zoned MH Middle Housing. Also, clarifies access requirements for parking in the rear yard area.

High Occupancy Overlay (HOO) (2023)

Creates a new overlay zoning district that allows Shared Housing uses.

UDO Housekeeping (2023)

Provides amendments to the UDO for clarity and consistency. Edits include internal and external policy references, reorganization, capitalization, acronyms, numbers, tables, and images. No policy changes were made with this ordinance amendment.

Off-Street Parking Requirements (2023)

Amends Sections 5.8.B Northgate by adding tandem parking as a design option for structured parking garages. Amends Section 7.2.J Bicycle Facilities by removing bicycle requirements and placing them in Section 7.3. And finally amends Section 7.3 by adding in bicycle parking, updating minimum and maximum ratios, removing minimum parking requirements from redevelopment areas, and adding additional reductions to parking requirements.

Lot-by-Lot Grading (2023)

Creates a requirement that single family construction must account for, and provide, lot grading information to mitigate drainage issues between properties upon redeveloped and initial development.

Conditional Use Permit for Nightclubs, Bars, Taverns (2023)

Amends Conditional Use processing, specifically giving the UDO Administrator the ability to approve minor changes to a Conditional Use permit, stating the duration of a Conditional Use permit, giving the City the ability to temporarily suspend a Conditional Use for public health and safety reasons, clarifying how a violation of the terms of a Conditional Use permit is unlawful, and establishing a process to revoke a Conditional Use permit.

Sunsetting Small Area Plans (2022)

Amends the Dimensions, Access, and Location section of the Off-Street Parking Standards to be applicable to properties that are designated as Redevelopment Areas on the Comprehensive Plan Future Land Use and Character Map.

Sidewalks (2022)

Amends Sidewalks section of the Subdivision Regulations to reduce the number of zones for fee in lieu of sidewalk construction to four, adds an appeals process, allows staff to require fee in lieu, and requires sidewalks along thoroughfares in rural context areas.

Single-Family Overlay Amendment (ROO & NCO) (2022)

Amends the single-family overlay application process for the Restricted Occupancy Overlay (ROO) and Neighborhood Conservation Overlay (NCO) to allow multiple contiguous phases of original subdivisions to apply jointly, submit one application, and pay one application fee.

Middle Housing (2022)

Creates a new Middle Housing zoning district, which allows for a flexible mix of housing types between single-family homes and multiplexes and establishes development standards for each housing type.

Shared Housing (2022)

Creates a new use known as Shared Housing, which allows for more than four unrelated persons to occupy a single dwelling unit, establishes which zoning districts the use is allowed in, establishes development standards for the use, and eliminates the Northgate High Density Dwelling Unit use.

Cluster Subdivisions (2022)

Amends the Cluster Developments section of the Unified Development Ordinance to reduce the minimum lot width and depth of a residential lot and increase the amount of required open space.

Parkland Dedication (2022)

Eliminates the distinction between community and neighborhood parks for dedication purposes, reduces the number of parkland dedication zones to four, adds an appeals process, allows developers of private parks to receive up to a 25% credit, and updates the dedication and fee amounts.

Zoning Board of Adjustment Power, Duties, and Processes (2022)

Updates the processes involved with written interpretations, variances, and administrative appeals to align with H.B. 1475 and H.B. 2497 adopted in the 86th and 87th Texas Legislatures, respectively, and amends the Unified Development Ordinance's list of power and duties of the Board to reflect all power and duties that have been assigned to the Board throughout the Code of Ordinances.

Shared Mobility (2022)

Renames the ordinance from Dockless Bike Share Program to Shared Micromobility, allows shared electric micromobility devices (bicycles and scooters), includes an abandonment fee if an operator leaves the community without taking their devices and further defines geofence zones. It also now includes requirements for cyber liability insurance, a 15-mph speed limit for devices, rebalancing, parking hubs and devices must be locked to a bicycle rack or operator designated parking area.

Comprehensive Plan Notifications (2021)

Requires mailed notices for property-specific Comprehensive Plan Amendments to the Future Land Use & Character Map, as well as neighborhood meetings for these proposed amendments. Limits the timeframe in which Comprehensive Plan Amendment applications may be submitted during major Comprehensive Plan updates and evaluations.

Restricted Occupancy Overlay (ROO) (2021)

Creates a new overlay zoning option for single-family subdivisions to restrict occupancy to no more than two unrelated persons. An application for a ROO requires a majority (50% + one) of a subdivision's property owners to sign a petition supporting the application. A legacy (grandfather) clause allows existing occupancy levels up to four unrelated persons to continue under certain conditions. The city's existing restrictions of no more than four unrelated persons remain for all areas without the overlay.

Related and Family Definition (2020)

Addresses public concern regarding the restrictive nature of the definitions of "family" and "related" and modernize the ordinance in accordance with legal precedent. The proposed amendment creates a more permissive definition of "family" that removes language referring to degrees of consanguinity (blood relation) and affinity (marriage relation), clarifies specific familial types, and codifies a new method of counting relationships to ensure a maximum of one family unit and three unrelated individuals will be allowed per dwelling unit.

Replat Notification Requirements (2020)

Adds the option to Specific Notice Requirements for the City to notify neighboring property owners of the Planning & Zoning Commission's approval of certain replats in lieu of holding public hearings for the replats. This option was adopted by the 86th Texas Legislature in response to concerns that public hearings were required for replats that state statute requires the Planning & Zoning Commission to approve.

PART II: GENERAL RECOMMENDATIONS

A. Stronger emphasis on sustainability and environmental resilience.

Goals and action items related to sustainability, environmental resilience, and natural resource stewardship are incorporated in most chapters of the Plan. However, while some chapters include strong contextual narrative detailing the City's specific strategies and actions in these areas, others do not.

- Chapter 2 (Distinctive Places) and Chapter 8 (Managed Growth) should include more detailed narrative on the City's efforts to promote environmental stewardship and resilience, particularly in the context of growth and ongoing development/redevelopment.

B. Add an "as of" date to all maps.

While most maps in the Comprehensive Plan remain unchanged after the Plan is adopted, certain maps are updated on a rolling basis. Maps that are regularly updated, such as Map 2.2 Future Land Use and Character, are available on the City's website and may differ from the version included in the adopted Plan document.

- To avoid potential confusion, all maps in the adopted Plan should include a clearly visible "as of" date.

C. Remove repeated or redundant narrative throughout the Plan.

Some content is unnecessarily repeated across chapters, which reduces the Plan's overall clarity and conciseness. To improve readability, duplicated narrative should be removed where it does not add distinct value.

- Example: Chapter 8, pp. 138–141. This section repeats content directly from Chapter 7: Exceptional Services. The intended purpose of its use in Chapter 8 is to emphasize that infrastructure to support high-quality City services must keep pace with growth. This point can be effectively conveyed in a brief summary, rather than repeating several pages of identical text from the previous chapter.

D. Incorporate strategies to ensure rapid response to changes in technology.

Stakeholders did not express concern that the City was lagging in response to technological changes, and they did not call for specific changes to the Plan to address this recommendation. Stakeholders simply emphasized that rapid changes in technology should be considered as the City plans for the future, particularly in terms of municipal service delivery and transportation/micro-mobility options.

PART III: RECOMMENDATIONS BY CHAPTER

CHAPTER 1: PLAN FOUNDATION

Recommendations for Chapter 1 are administrative in nature and primarily related to updating contextual narrative and outdated data.

- Update Background Section.
- Update Planning Process and Public Participation.
 - Shorten and summarize text related to 10-Year Update and add information on the current 5-Year Evaluation Process.
- Update Figure 1.2 - Replace "District & Neighborhood Plans" with "Small Area Plans."
- Update the summary of existing conditions with current data.
- Update Chapter 10 description to explain the difference between ongoing action items and strategic action items.

CHAPTER 2: DISTINCTIVE PLACES

- Update Table 2.1 Summary of Future Land Use Acreages.
- Update the Planning Areas section to remove retired small area plans and update descriptions to reflect planning activities since the adoption of the Plan.
- Update Map 2.1 to reflect changes to the Planning Areas.
 - Remove retired Plans (Medical District).
 - Expand Harvey Road Redevelopment planning area to set northern boundary at Dominik Drive.
 - Update Lick Creek Corridor Planning Area to remove the small portion that projects to the southwest.
- Update to Map 2.2 - Future Land Use & Character.
 - Incorporate any Future Land Use changes since the last Plan update.
 - Convert the Future Land Use designation to Parks & Greenways for any parkland dedicated to the City since the last Plan update.
 - Remove the Future Land Use designation from any thoroughfares constructed since the last Plan update.
- Continue to enhance City outreach and communication efforts to help residents and property owners better understand land use vs. zoning and how the Comprehensive Plan shapes development decisions.

CHAPTER 3: STRONG NEIGHBORHOODS

- Update and consolidate existing conditions data to highlight housing demand, availability, affordability, and quality.
- Edit references to obsolete zoning tool: Restricted Occupancy Overlay (ROO).
 - Incorporate narrative on the City's efforts to meet the community's diverse housing needs through the adoption of the Middle Housing MH zoning district. This section should also provide background on the development of ROOs and Housing Occupancy Overlays (HOOs), as well as state legislation that eliminated the City's authority to use these tools.
- Incorporate narrative on the development and adoption of the Housing Action Plan (2024), as well as its ongoing implementation guided by the Housing Plan Advisory Committee.
- Include the term student housing or make it clear that housing for students should be a significant consideration in the housing needs of the community.
- Continue to explore new tools for neighborhood conservation and density management to balance growth pressures with community character.

CHAPTER 4: PROSPEROUS ECONOMY

The recommendations related to Chapter 4 stem from stakeholder concerns that the City's economic development strategies are either hidden or appear to be deprioritized within the Comprehensive Plan. Rather than drafting separate goals and strategies that may not align precisely with the Economic Development Master Plan, it is recommended that additional narrative and action items from the master plan be incorporated directly into the body of Chapter 4.

- Following the adoption of the updated Economic Development Master Plan (anticipated in late 2025), incorporate its goals, strategies, and action items into the body of Chapter 4, include strategies to:
 - Attract businesses that add value to the community and clarity around the types of businesses the City is pursuing.
 - Address changing workforce development needs with an emphasis on local talent retention and jobs that do not necessarily require a four-year degree.

CHAPTER 5: ENGAGING SPACES

Feedback related to parks, recreational spaces, and natural areas was generally positive, with stakeholders expressing a strong desire to see continued prioritization of efforts that support these valued community spaces and programs.

- Update Map 5.1
 - Include new parks and areas of parkland dedication.
- Edit section "Coordination, Collaboration, and Adequate Funding" to include the City's approach to maintaining high quality parks through micro-capital investments.
- Continue to ensure planning efforts consider ways to support the park system with a focus on connectivity to parks, trail expansions, and preservation of natural areas in growth areas.

CHAPTER 6: INTEGRATED MOBILITY

- Remove Map 6.1
 - This map is intended to illustrate how the City's transportation network could evolve by 2045; however, it does not dictate how roads must be built as development occurs—that is determined by the functional classification of roads (Map 6.3). This distinction has caused confusion among developers and residents. As a result, it is recommended that the map be removed.
- Evaluate appropriateness of the Thoroughfare Plan and recommend any necessary amendments in the following areas:
 - Pebble Creek Parkway – During the evaluation process, residents of the Pebble Creek neighborhood expressed concerns regarding the proposed extension and expansion of Pebble Creek Parkway, as shown in the adopted Thoroughfare Plan. Residents stated that any extension or expansion of Pebble Creek Parkway would negatively impact their neighborhood and overall quality of life. The Comprehensive Plan Evaluation Committee recommended that the appropriateness of this segment of the Thoroughfare Plan be evaluated.
- Continue to expand pedestrian and bicycle infrastructure, transit service, and regional mobility improvements.
 - Micromobility trends that include e-scooters and related electric personal transportation devices should be addressed in the Active Transportation Master Plan (Update to the Bicycle, Pedestrian, and Greenways Master Plan, May 2018).

CHAPTER 7: EXCEPTIONAL SERVICES

Stakeholders expressed overall satisfaction with City services and did not recommend specific changes to this chapter of the Plan. However, across most stakeholder groups, there was strong emphasis on the City remaining vigilant in maintaining high service levels as the population grows, as well as ensuring the long-term availability of water and reliable electricity.

- Continue to ensure the Plan and associated Master Plans accurately project out future service level adjustments to keep pace with growth and available resources, particularly for electric and water services.

CHAPTER 8: MANAGED GROWTH

Recommendations for Chapter 8 primarily address state legislation that has further limited Texas municipalities' ability to manage orderly growth and development in areas surrounding the community.

- Update the chapter to reflect legislative changes (SB 2038, 88th Legislative Session) that allow property owners to petition for release from the ETJ.
 - Include discussion of the potential for future annexation of substandard developments.
 - Include discussion on the impact new ETJ development may have on existing ETJ residents.
- Remove Map 8.1 & Table 8.1
 - Due to several state legislative changes since 2019, this map and table are obsolete and no longer reflective of the City's approach to managing and anticipating growth.
- Clarify how the 11 criteria for annexation (listed under Table 8.1) would be used to evaluate a request for voluntary annexation.

CHAPTER 9: COLLABORATIVE PARTNERSHIPS

While no changes to the City's current strategy or approach to partnerships were recommended, stakeholders across multiple feedback channels emphasized that maintaining collaborative relationships should remain a high priority, particularly with Texas A&M University.

- Continue to maintain strong intergovernmental partnerships and stay agile to legislative changes impacting planning tools.

CHAPTER 10: PLAN IMPLEMENTATION

- Clearly outline in the Comprehensive Plan and UDO Annual Review which action items have dedicated funding sources and specify their funding timeframes.
- Update Table 10.1 Action Plan & Funding Sources
 - Re-evaluate the category each action item is sorted into: (1) Ongoing and (2) Strategic; add text that explains the difference between the two categories
 - Action Item 3.12 is repeated in the Implementation Plan; replace second entry with action item 3.13.
 - Rewrite action items:
 - To combine items that are essentially the same in terms of desired outcome and implementation.
 - Example: Action Item 9.3 & 9.5 are assigned to the City Manager's Office and both focus on maintaining a consistent relationship with the university through ongoing meetings and committees. In each reporting update, staff provide almost identical information for both items, indicating that they are essentially the same in implementation.
 - To clarify the item's intent and align with specific staff responsibilities for implementation.
 - Example: Action Item 5.1 is carried out by City Parks & Recreation staff through sports and special events programming. However, the current wording includes three parts, also involving Economic Development & Tourism and promoting special districts as places to live, work, and play. Staff consider this action item to represent two distinct tasks that should be separated and assigned to the appropriate City departments.

- Reassign action items:
 - To align with updates to the organizational structure or naming conventions.
 - Dissolution of the Community Services Department: Action items previously assigned to the Community Services Department should be redistributed to Planning & Development Services, the Fire Department, and Economic Development.
 - To accurately reflect the department leading implementation of the action item
 - Example: Action Item 2.7 - Reassign this action item to the Planning & Development Services Department. In practice, the planning department reviews development plans to ensure required parks and mobility connections are incorporated during development. The implementation plan should be updated to reflect this practice.
 - Example: Action Item 9.6 – Reassign this action item to Neighborhood Services. In the implementation plan, this action item is assigned to both Community Services and Neighborhood Services, while in the project management software it is assigned solely to Community Services. However, both departments agree that this initiative is led and managed by Neighborhood Services.

ACKNOWLEDGEMENTS

Thank you to the citizens, civic organizations, and community leaders who participated in this evaluation and appraisal process. This report would not be possible without your input and support.

A special thanks to the following contributors for their many hours of service in preparing this report.

COMPREHENSIVE PLAN EVALUATION COMMITTEE

City Council Representatives

Melissa McIlhaney
Scott Shafer
Mark Smith

Planning and Zoning Commission Representatives

Michael Buckley
Warren Finch
TreVion Watson

CITY COUNCIL

John Nichols, **Mayor**
Mark Smith, **Place 1**
William Wright, **Place 2**
David White, **Place 3**
Melissa McIlhaney, **Place 4**
Bob Yancy, **Place 5**
Scott Shafer, **Place 6**

PLANNING & ZONING COMMISSION

Jason Cornelius (Chair)
David Higdon
Marcus Chaloupka
Aron Collins
Warren Finch
Michael Wayne Buckley
TreVion Watson

PLANNING & DEVELOPMENT SERVICES

Anthony Armstrong, **Director of Planning & Development Services**
Molly Hitchcock, **Assistant Director of Planning & Development Services**
Christine Leal, **Long Range Planning Administrator - Project Manager**
Heather Wade, **Principal Planner - Long Range Planning**
Ashley Klein, **Staff Planner - Long Range Planning**
Jason Schubert, **Transportation Planning Administrator**
Jesse Dimeolo, **Senior Planner - Transportation & Mobility Planning**
Carl Ahrens, **Staff Planner - Transportation & Mobility Planning**
Joseph Allen, **Staff Planner - Transportation & Mobility Planning**
Robin Macias, **Land Development Review Administrator**
Carol Cotter, **City Engineer**
Julie Svetlik, **GIS Analyst**
Chris Griffin, **GIS Analyst**
Kristen Hejny, **Administrative Support Specialist**
David Brower, **Community Development Administrator**
Raney Whitwell, **Community Development Analyst**

STAFF RESOURCE TEAM

Bryan Woods, **City Manager**
Jeff Capps, **Deputy City Manager**
Jeff Kersten, **Assistant City Manager**
Jennifer Prochazka, **Assistant City Manager**
Ross Brady, **Chief of Staff**
Barbara Moore, **University & Community Relations Manager**
Michael Ostrowski, **Chief Development Officer**
Brian Piscacek, **Assistant Director of Economic Development**
Kelsey Heiden, **Director of Parks & Recreation**
Jennifer Cain, **Director of Capital Projects and Facility Management**
Emily Fisher, **Director of Public Works**
Gary Mechler, **Director of Water Services**
Stephen Maldonado, Jr., **Assistant Director of Water Services**
Sam Rivera, **Chief Information Officer**
Richard Mann, **Chief of Fire and Emergency Medical Services**
Billy Couch, **Police Chief**
Collin Killian, **Director of Public Communications**

PUBLIC COMMUNICATIONS

Bobbie Lehrmann, **Assistant Director of Public Communications**
Joelene Tomecek, **Multimedia Manager**
Lucero Valenzuela, **Multimedia Coordinator**
Carlos Elarba, **Website Coordinator**



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

EXISTING CONDITIONS REPORT

2019-2023



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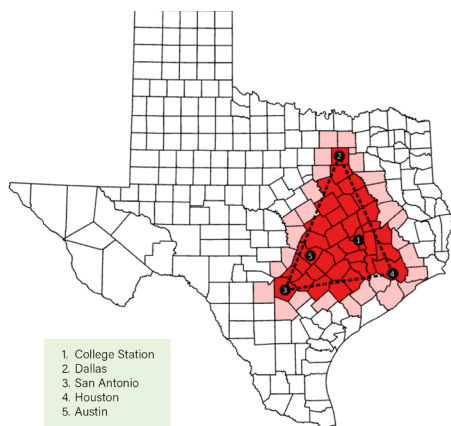
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INTRODUCTION

As part of the development and periodic evaluation of the Comprehensive Plan, it is important to have a foundation on which to base future expectations. The Existing Conditions Report is updated approximately every five years to assess the changing conditions in the community and inform future planning efforts. The 2024 Existing Conditions Report provides a snapshot of the current conditions that exist in College Station between 2019 and 2023.

This report includes current conditions and trends for the following key areas: local context, natural environment, demographics, economic development, land use, public facilities, and transportation. The city looks at these key areas holistically to determine the appropriate expectations and direction of the Comprehensive Plan, including its implementation, monitoring, and evaluation.



Location

College Station is a city in Brazos County, situated at the eastern edge of the Central Texas region. Located in the center of the Texas Triangle, College Station is within a three-hour drive of five of the nation's 20 largest cities: Houston, San Antonio, Dallas, Austin, and Fort Worth. (Figure 1). College Station is positioned along State Highway 6 running north and south and in near proximity to State Highway 21 running west and east. Commuting to the larger cities (especially the Houston and Austin metro areas) and/or telecommuting from College Station is an increasing reality for residents.

Figure 1: The cities and counties in or near the Texas Triangle, a megaregion of the U.S. state of Texas; Source: Planning and Development Services 2024

The City encompasses approximately 51.2 square miles and has an Extraterritorial Jurisdiction (ETJ) of 160.87 square miles. In 2018, when the City's population exceeded 100,000 residents, the City's ETJ expanded in accordance with Chapter 42 of the Texas Local Government Code. Currently, the City's ETJ extends five miles from the City limits, except where it abuts the City of Bryan and where the two cities have negotiated their ETJ's.

The City shares a portion of its northern city limit line with the City of Bryan, and together the two cities form the core of the College Station-Bryan Metropolitan Statistical Area (MSA). The College Station-Bryan MSA is made up of Brazos, Burleson, and Robertson Counties and is home to approximately 278,000 residents. It is the 14th largest MSA in Texas and ranks fifth in the state for percent change in population, showing an 18.6% growth in population between 2012 and 2022 (Table 1).

Table 1: Population by Metropolitan Statistical Area, Texas, 2012 vs. 2022 Ranked by Percent Change; Sources: U.S. Census Bureau, Population and Housing Unit Estimates Program; Texas Comptroller of Public Accounts analysis

**Top 10 fastest growing Metropolitan Statistical Areas in Texas
Percent Change from 2012 to 2022**

Texas MSA	Total Change	Percent Change
Austin-Round Rock-San Marcos	586,254	32.0%
Dallas-Fort Worth-Arlington	1,299,166	19.6%
San Antonio-New Braunfels	418,266	18.7%
Houston-Pasadena-The Woodlands	1,158,391	18.7%
College Station-Bryan	43,636	18.6%
Sherman-Denison	21,265	17.4%
Killeen-Temple	72,525	17.1%
Midland	24,875	16.3%
Tyler	27,098	12.6%
Odessa	16,397	11.3%

College Station is home to the main campus of Texas A&M University, the flagship institution of the Texas A&M University System. In the fall of 2023, 68,115 students attended the College Station campus¹. Texas A&M University is the oldest public institution of higher education in Texas, and the Texas A&M University Foundation had over \$3.2 billion dollars of endowment in 2023. The university has a triple designation as a land, sea, and space grant institution, reflecting the broad scope of the research endeavors it brings to the city, including ongoing projects funded by agencies such as NASA, the National Institutes of Health, the National Science Foundation, and the Office of Naval Research.

¹Includes Distance Education students.

History

The City of College Station is a young municipality, with its beginnings in the founding of Texas A&M College in 1876. Because of the school's isolation, school administrators provided facilities for those who were associated with the College and the campus became the focal point of community development. The area was designated "College Station, Texas" by the Postal Service in 1877, who derived the name from the train station located to the west of the campus. Growth of both the community and College influenced residents' desire to create a municipal government. The City of College Station was incorporated in 1938 as a result of a petition by 23 men representing on and off-campus interests to the Board of Directors of Texas A&M.

College Station witnessed growth to the north, east and south during the 1940s; however, the city's status as a general law city limited officials' ability to annex territory. Without a city charter, the council could only annex property in areas where residents petitioned for inclusion into the city limits. While the home rule amendment from 1912 allowed Texas cities with at least 5,000 inhabitants the legal right to compose and amend their own charters, College Station did not meet the required population threshold until the late 1940s. The City was the first general law city in the state to employ a City Manager in the 1940s and employed a "business manager" before that. The 1950 Census recorded College Station's population at 7,268, and on January 8, 1952, residents voted 220-11 to adopt a home rule charter with a council-manager form of government. The City first adopted zoning regulations in 1940, shortly after incorporation, to encourage orderly and desired growth of the City. The City began formal planning for growth and development in the 1960s.

The Comprehensive Plan

The City of College Station aims to be a vibrant, forward-thinking, knowledge-based community, that promotes the highest quality of life for its residents and visitors. City leaders, stakeholders, and staff strive toward creating distinctive places, strong neighborhoods, a prosperous economy, engaging spaces, integrated mobility, exceptional services, managed growth, and collaborative partnerships. This vision and associated aspirations are laid out in the City's Comprehensive Plan.



Figure 2: City Aspirations

College Station's third Comprehensive Plan was originally adopted in May 2009 after thousands of hours of citizen participation. The plan covered a 20-year horizon and guided the city's growth and development. The 2009 Comprehensive Plan was conceived as a "living document" and recommended that the City regularly evaluate and update the Plan as conditions change in the community.

In 2019, City leadership and staff launched the 10-year evaluation of the plan – branded The Next 10 – that engaged over 800 citizens and stakeholders across the community and culminated in the 10-Year Evaluation & Appraisal Report. The report, officially adopted by the City Council in October 2020, recommended modifications to the Comprehensive Plan in response to changing conditions. Throughout 2021, City staff implemented the recommended changes which included revisions to goals, policies, actions, narrative, and maps, as well as the maps in associated master plans. The City Council adopted the updated Comprehensive Plan in October 2021.

Recognitions and Rankings

In recent years, College Station has received many national recognitions and rankings in a variety of economic and social categories. Since 2019, College Station has gradually risen in the ranking for many quality-of-life metrics related to public schools, raising a family, and retirement. The City of College Station is also recognized as a high performing organization by several national accreditation agencies. Currently the City is among a small group of municipalities in Texas to simultaneously have national accreditations in police, fire, public safety communications, parks and recreation, water, and public works.

The City of College Station boasts a long history of planning excellence. In 2024, the City was recognized for the 18th year by the Richard R. Lillie FAICP Planning Excellence Program. This program recognizes municipalities that take a wholistic approach to community planning. The City is also known for its award-winning Comprehensive Plan, which was awarded the 2022 Comprehensive Plan Award by the Texas Chapter of the American Planning Association and the Central Texas section of the Texas APA Chapter. These two awards recognized the City's Comprehensive Plan for advancing "the science and art of planning."

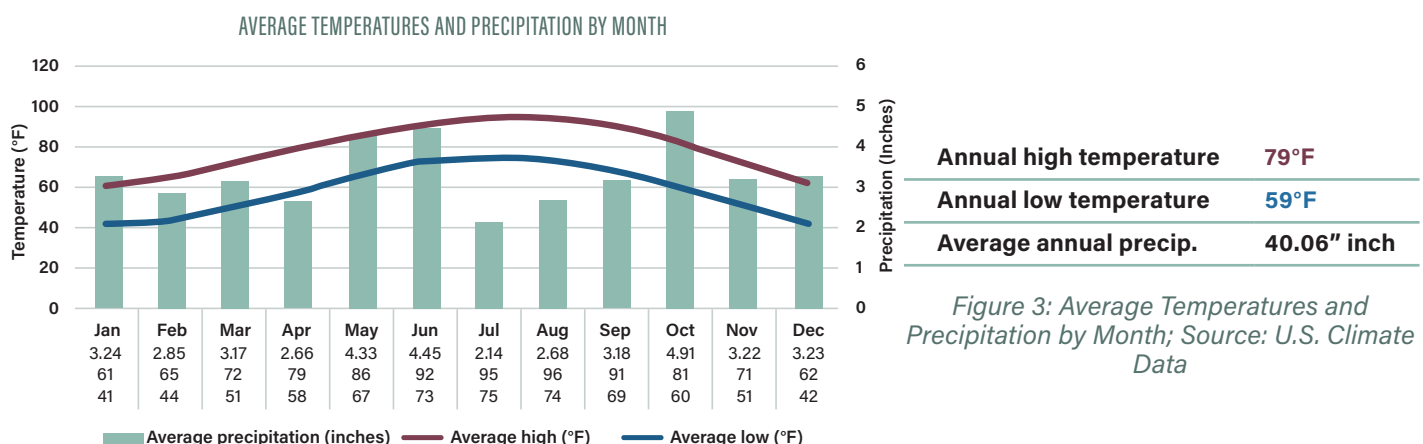




NATURAL ENVIRONMENT

Climate and Weather

Located about 367-feet above sea level, College Station has a subtropical and temperate climate. The winters are mild with periods of low temperatures that usually last less than two months (Figure 3). Snow and ice are rare, but several winter storms, including 2021 Winter Storm Uri, have changed the average snowfall. Summers are hot and humid with the primary variation in weather being occasional rain showers (Figure 3).



Ecoregion

College Station is in the East Central Texas Plains, also known as the Post Oak Savannah or the Texas Claypan Area. The terrain of the Post Oak Savannah ranges from nearly flat to irregular rolling plains, and the landscape is moderately dissected by a low density of streams, flowing into several broad river systems. The City of College Station is flanked by the Brazos River to the southwest and Navasota River to the east, with the natural topography ranging from gently hilly in the center of town to relatively level terrain along the Brazos and Navasota River floodplains.

The undeveloped landscape is characterized by a mosaic of post oak woodland and grassland. Drought, grazing, and fire are the primary natural processes that have affected this ecoregion over time. Historically, this region would have experienced frequent low-intensity fire, maintaining the savannah structure with large mature trees and an understory of grasses. The combination of fire suppression and heavy livestock grazing has increased the cover of low-growing woody plants with poor fire-resistance, particularly Eastern Red Cedar and Honey Mesquite.

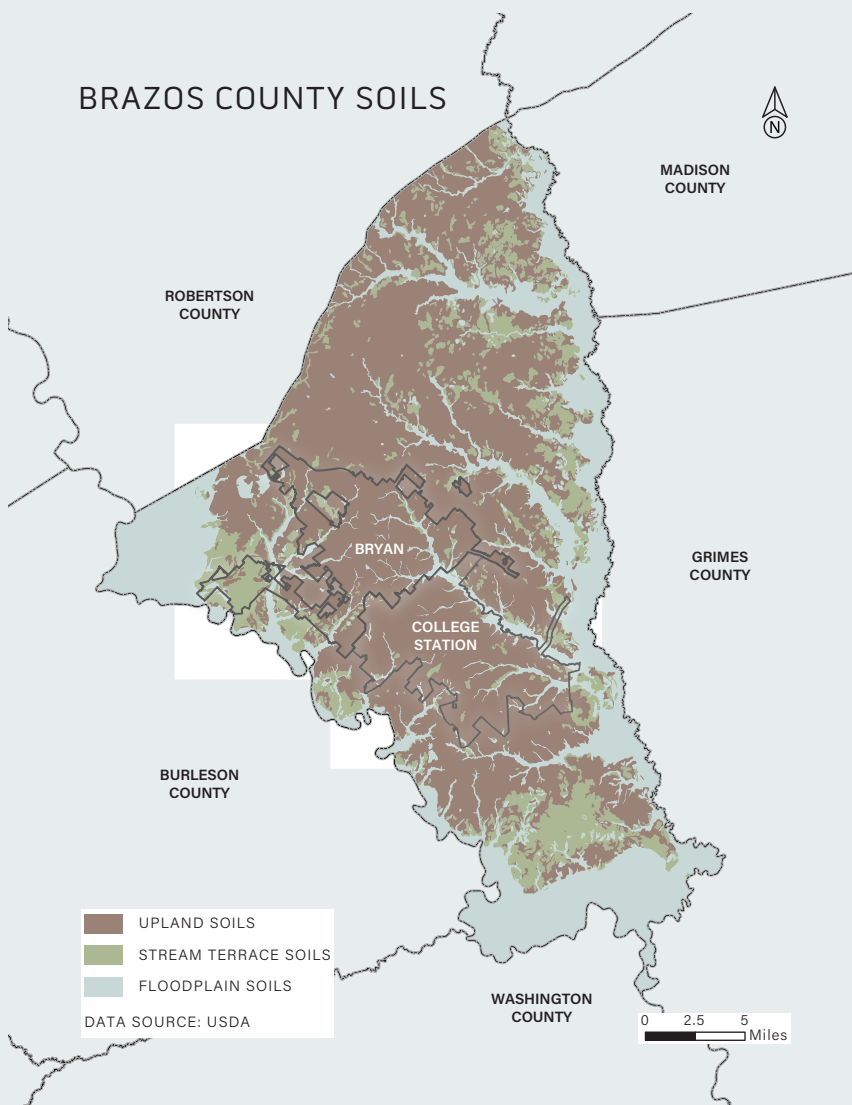


Figure 4: Brazos County Soils

Soils

According to the United States Department of Agriculture's 2008 (spatial) and 2012 (tabular) Soil Survey of Brazos County, Texas, its soils are affected by post oak savannah (creating light and sandy soil with dense clay subsoil less than a foot under the surface) and prairie vegetation (creating dark loams and clays). Most of the city is comprised of loamy soil that has high shrink-swell, potentially creating challenges to foundation work necessary for urban development. Land around the floodplains is predominantly sandy and loamy, also impacting the shrinking and swelling of the soil. The floodplains consist of loamy and clayey soils that are not considered appropriate for urban development (See Figure 4).

Floodplain

The city resides in the Region 8 Lower Brazos Flood Planning Region as identified by the Texas Water Development Board. The Lower Brazos Region encompasses approximately 23,442 square miles and includes 30 major lakes and reservoirs. The Lower Brazos River runs west of College Station, along the border between Brazos County and Burleson County, on its way to the coast, where it enters the Gulf of Mexico near Lake Jackson and Freeport. A network of waterways exists throughout the City of College Station. The largest is Carter Creek, with Wolf Pen Creek, Bee Creek, Lick Creek, Spring Creek, and Alum Creek running into it. There are approximately 3,959.30 acres of floodplain in the City limits, which accounts for 8.3 % of the city's land area.

The City employs development standards, future land use planning, and zoning provisions to protect and preserve the natural function of the floodplains. The future land use designation of Natural & Open Areas and the zoning district of Natural Areas Protected (NAP) are used to conserve natural areas and provide conveyance of floodwaters. Currently, 87.7 acres of floodplains are preserved in College Station through Natural Areas Protected (NAP) zoning. Additionally, the City proactively purchased a number of properties in the floodplain in order to mitigate disruptions to natural conveyance structures. Currently, the City of College Station owns 803.6 acres of floodplain in the City limits; most of this land is programed as city parks, greenways, and open spaces for the public's enjoyment.

The City's floodplain management program helps citizens minimize flood-related property damage as well as protect water quality, provide ideal wildlife habitat, and maintain dynamic travel corridors. The National Flood Insurance Program (NFIP) has designated the College Station as a Class-6 Community in recognition of the city's flood management efforts beyond the minimum National Flood Insurance Program standards. Subsequently, the flood insurance rates in College Station have been reduced by twenty (20) percent for structures in Special Flood Hazard Areas (SFHA) and ten (10) percent in all areas outside of the SFHA since 2020.

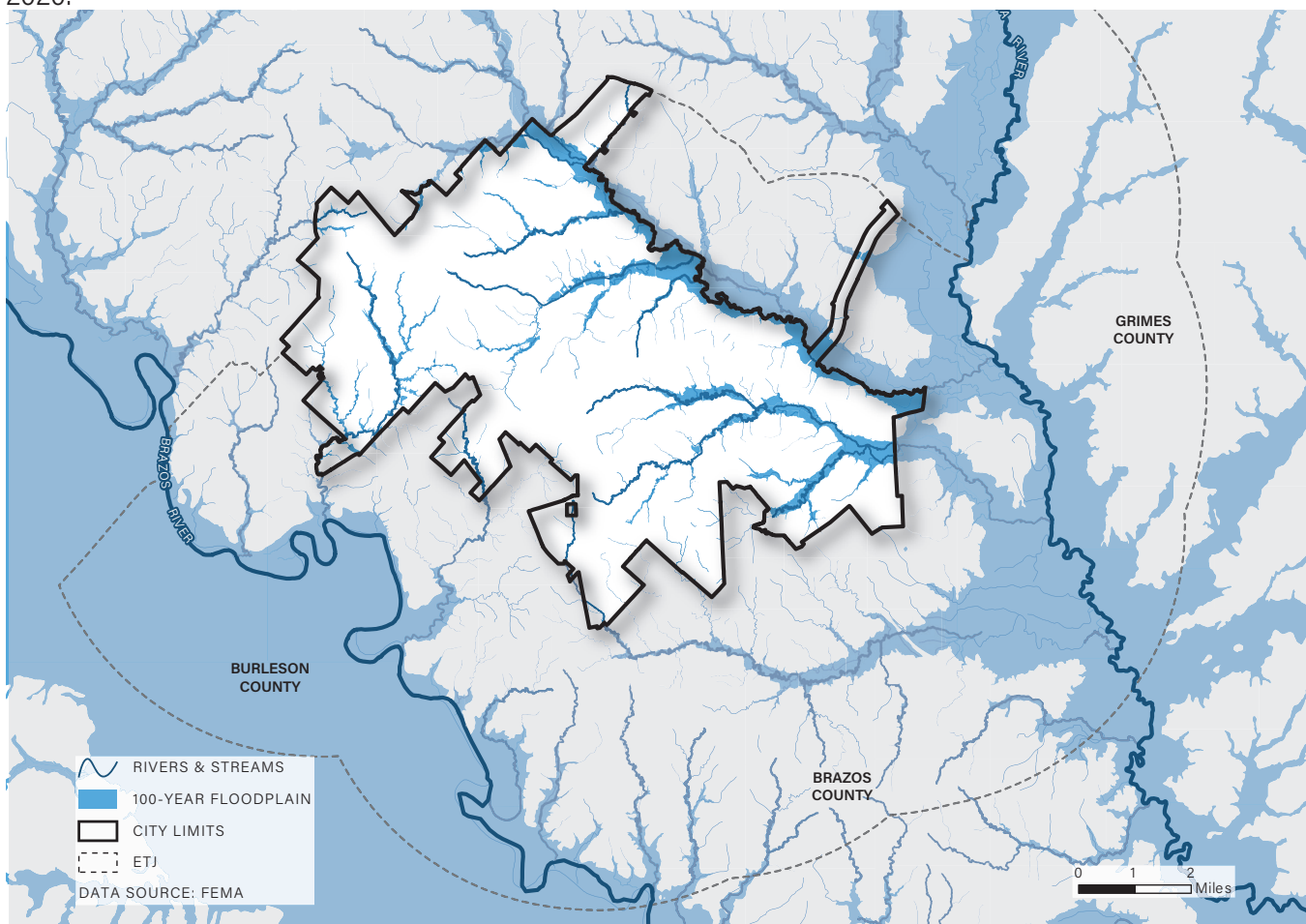


Figure 5: Floodplain Map of College Station



DEMOGRAPHICS

Population

The estimated population of College Station as of December 2023 was 128,370 (Planning and Development Services, 2024). Over the last five years, the City's population grew by approximately 7.9%, with an average annual growth rate of 1.5% (Table 2). This slower growth rate reflects the impact of the COVID-19 pandemic, particularly through reduced student movement and the shift to distance learning during 2020 and early 2021.

Table 2: College Station Population 2009-2023; Source: Planning and Development Services

Year	Estimated Population	Annual Growth Rate	5-Year Growth Rate
2009	93,450	2.81%	10.1%
2010	94,929	1.58%	
2011	96,767	1.94%	
2012	98,085	1.36%	
2013	100,096	2.05%	
2014	102,332	2.23%	18.9%
2015	106,581	4.15%	
2016	109,927	3.14%	
2017	116,893	6.34%	
2018	118,967	1.77%	
2019	121,489	2.12%	7.9%
2020	122,085	0.49%	
2021	124,511	1.99%	
2022	126,005	1.20%	
2023	128,370	1.88%	

The City's population estimates are calculated by adding projected population growth to a base number; typically, the population estimate from the most recent decennial census. Population growth is calculated by multiplying the number of demolition permits and recently issued residential certificates of occupancy by a multiplier. The multiplier is based on the average household size and occupancy rate from the most recent American Community Survey data releases.



Growth Projections for 2030

Population projections for College Station were conducted at 2%, 2.5%, and 3% annual growth rates. Figure 7 compares trends and projections for 2030 against those from 2018 and 2023. Between 2014 and 2018, the City experienced an 18.9% growth rate, which influenced higher projections for 2030. However, the 2020 dip in growth altered this trajectory, leading to more conservative estimates.

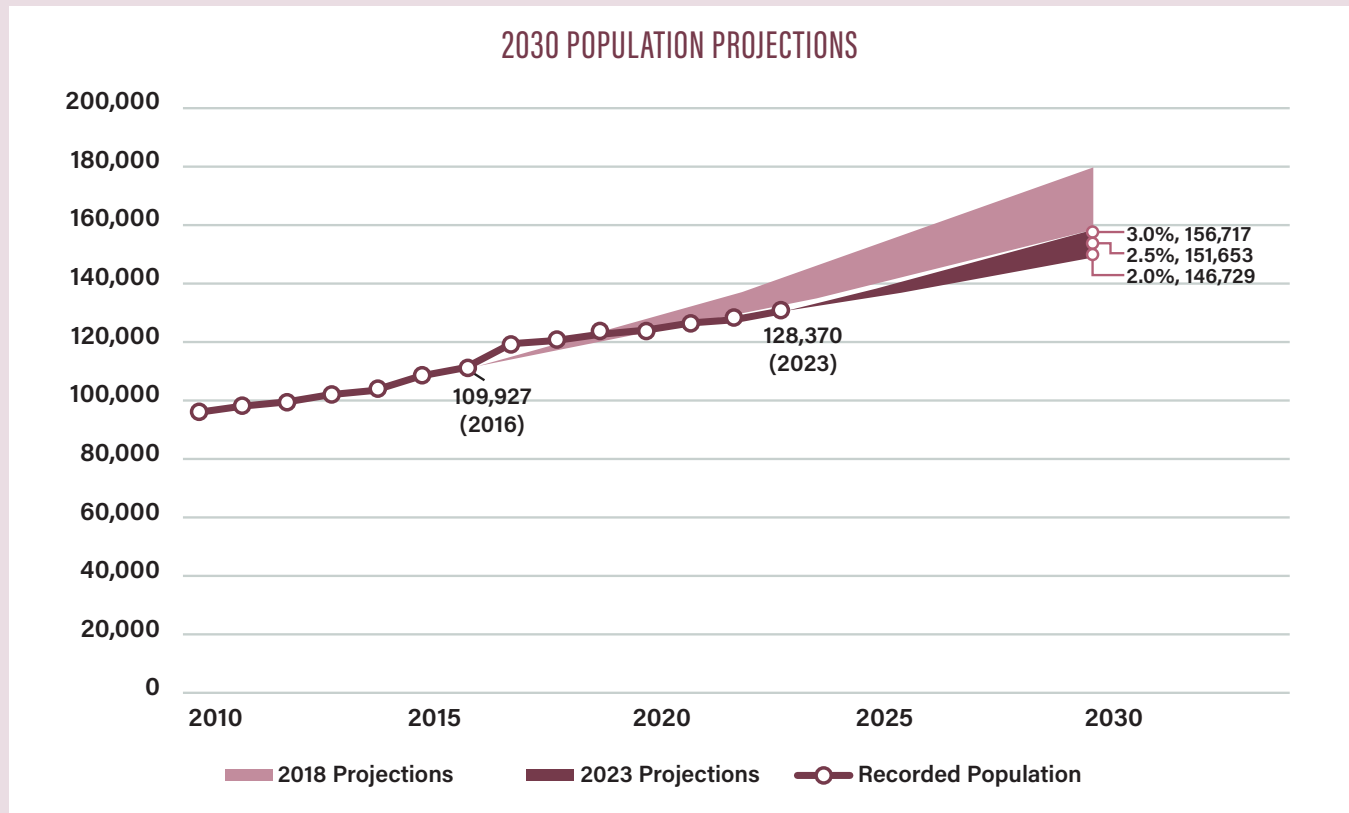


Figure 6: 2030 Population Projections for College Station; Source: Planning and Development Services

STATE AND REGIONAL PROJECTIONS

In 2022, the Texas State Demographer projected the state's population to reach between 44.4 million and 54.4 million by 2060. For Brazos County, the conservative estimate was 356,762, with a high-end projection of 458,282 (Figure 6). The College Station-Bryan metropolitan area is expected to grow to 424,700 by 2060, ranking 36th among 384 U.S. metropolitan areas (Stebbins, 2022).

Density

The mean population density by block group in College Station is 8.75 people per acre, with the densest block group reaching 31 people per acre. Figure 7 illustrates population density across the City, where red areas indicate high-density zones, and green areas represent lower-density regions.

POPULATION DENSITY

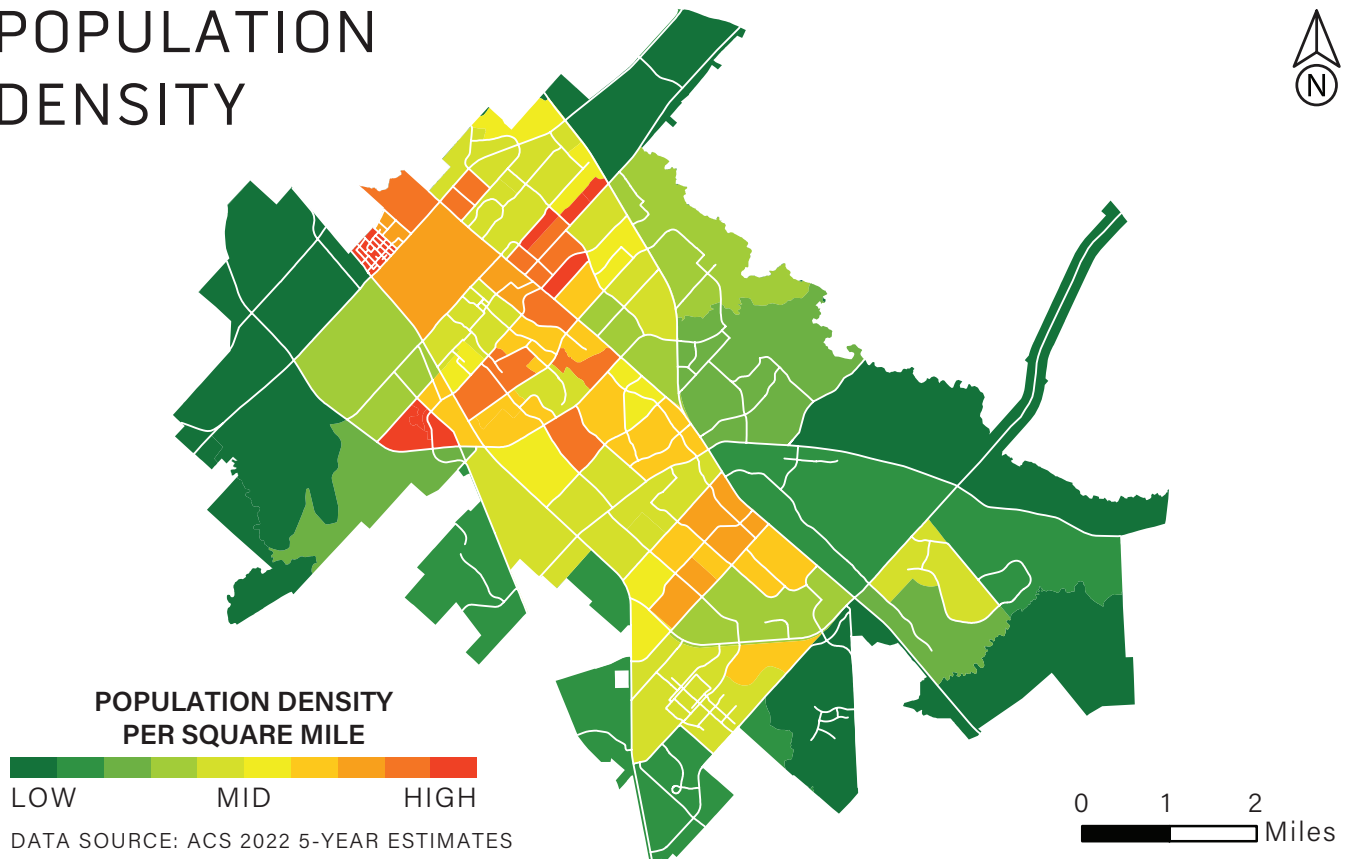


Figure 7: Population Density by Block Group, 2022 5-Year Estimate

Age Distribution

The demographic structure of College Station reflects its status as a university town, with 25.6% of the population aged 20-24. Adjacent age groups (15-19 and 25-29) also constitute notable segments, highlighting the City's youthful character. Conversely, individuals aged 60 and above represent 11.2% of the population, with those 75 and older accounting for only 3%.

The City's 2023 population pyramid shows the largest proportion of residents in the university-age cohort. Comparisons with 2018 reveal stable trends, but notable increases in the 85+ and 50-54 age groups.

POPULATION PYRAMID FOR CITY OF COLLEGE STATION

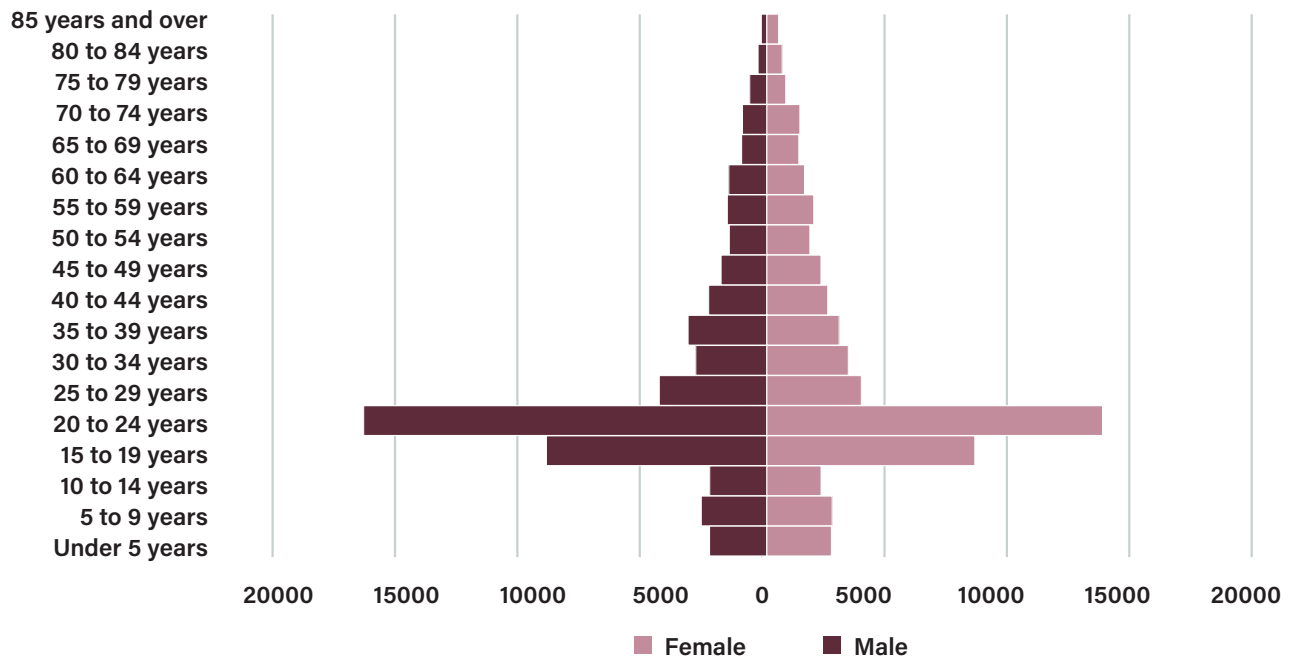


Figure 8: College Station Population Pyramid, 2023 1-Year Estimate

PERCENT POPULATION CHANGE 2018 TO 2023

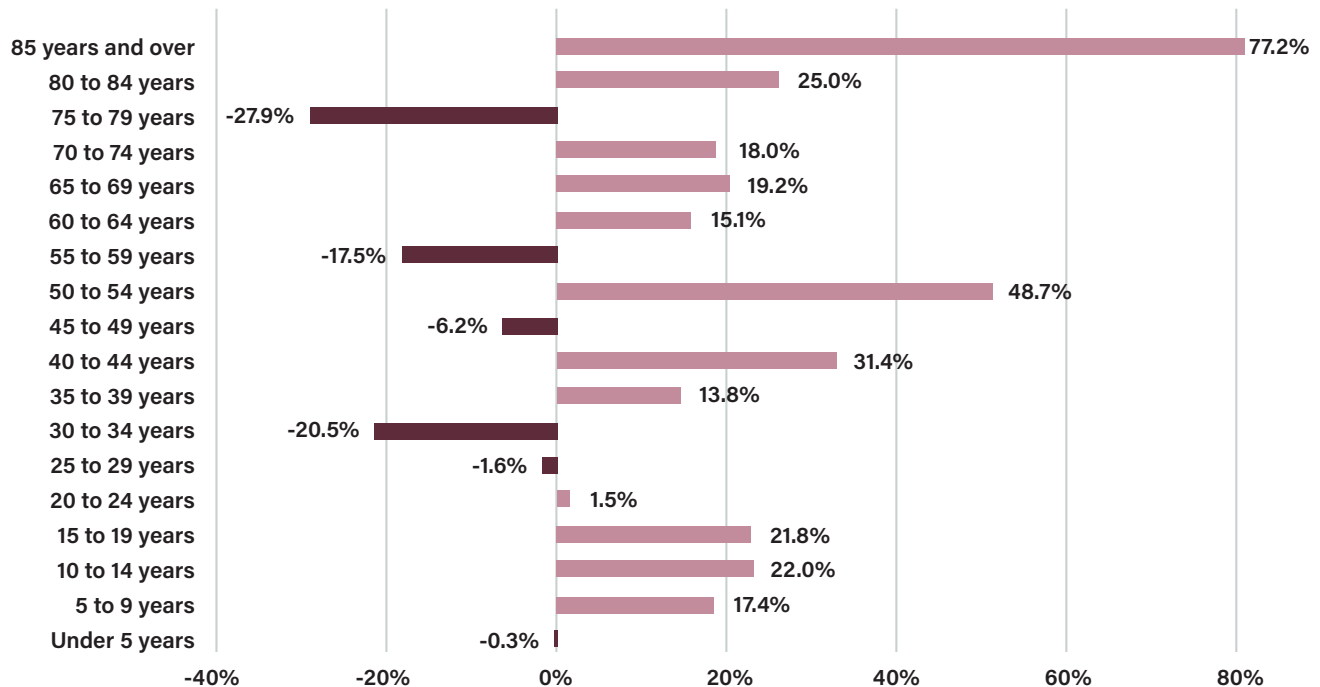


Figure 9: Percent Population Change by Age Category 2018-2023; Source: U.S. Census Bureau

Ethnicity and Race

As of 2023, 89.1% of College Station’s population identified as one race, while 10.9% identified as two or more races. The racial composition includes 67% White, 8.8% Black, 9.6% Asian, and 3.3% “some other race.” Hispanic or Latino residents comprise 18.4% of the population. Between 2010 and 2023, the Black, Hispanic, Asian, and “some other race” populations grew significantly, with increases of 56.9%, 84.5%, 34.3%, and 34.9%, respectively (Table 3).

Approximately 22.3% of residents speak a language other than English at home, with Spanish (11%), Indo-European languages (5.3%), and Asian/Pacific Islander languages (4.3%) being the most common.

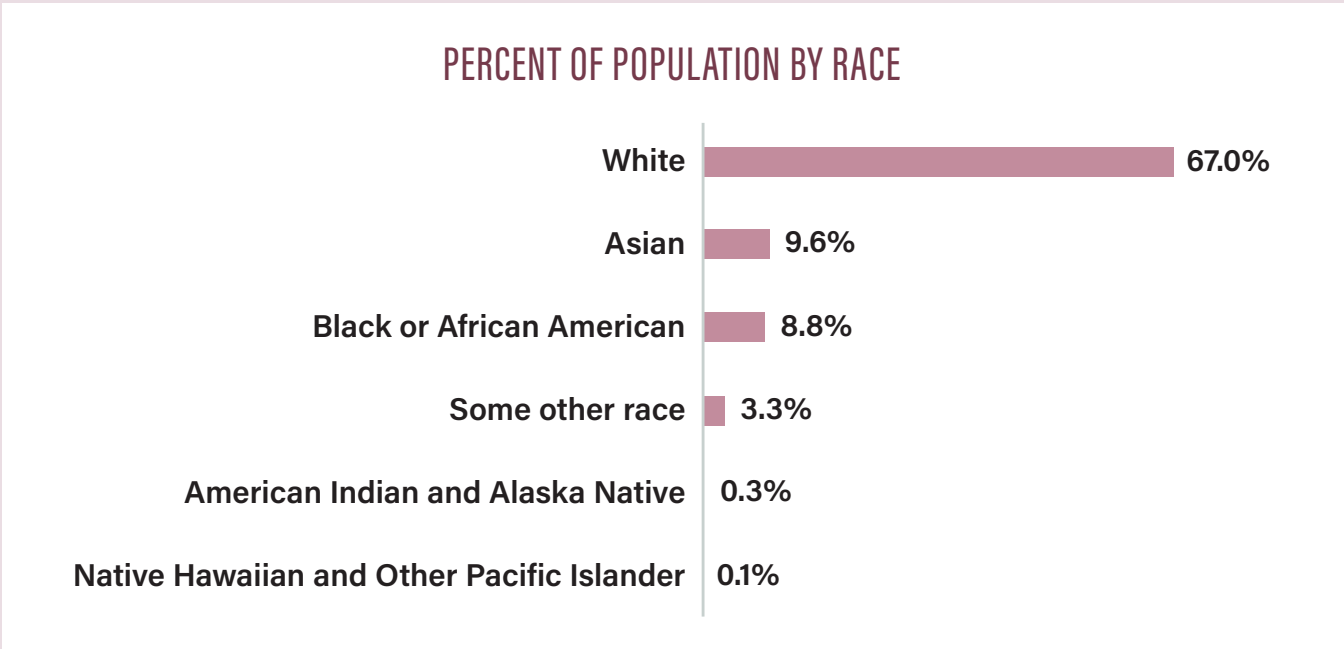


Figure 10: 2023 Race and Ethnicity; Source: U.S. Census Bureau, ACS 2023 5-Year Estimates

Table 3: College Station Race and Ethnicity 2010-2023; Source: U.S. Census Bureau, ACS 2023 1-Year Estimate

Race/Ethnicity	2010	2023	Numerical Change	Percent Change
White	72,502	81,524	9,002	12.42%
Black	6,383	10,068	3,632	56.90%
Asian	8,576	11,573	2,942	34.31%
Hispanic	13,165	24,329	11,123	84.49%
Some Other Race	4,361	5,884	1,523	34.92%

Education

EDUCATIONAL ATTAINMENT

A substantial portion of College Station's population is highly educated. As of 2023, 59.1% of residents held a bachelor's degree or higher, while 5.7% had an associate's degree. Around 11% of the population was enrolled in K-12 schools. College students represent a significant demographic, with 35% of the total population enrolled in undergraduate or graduate programs.

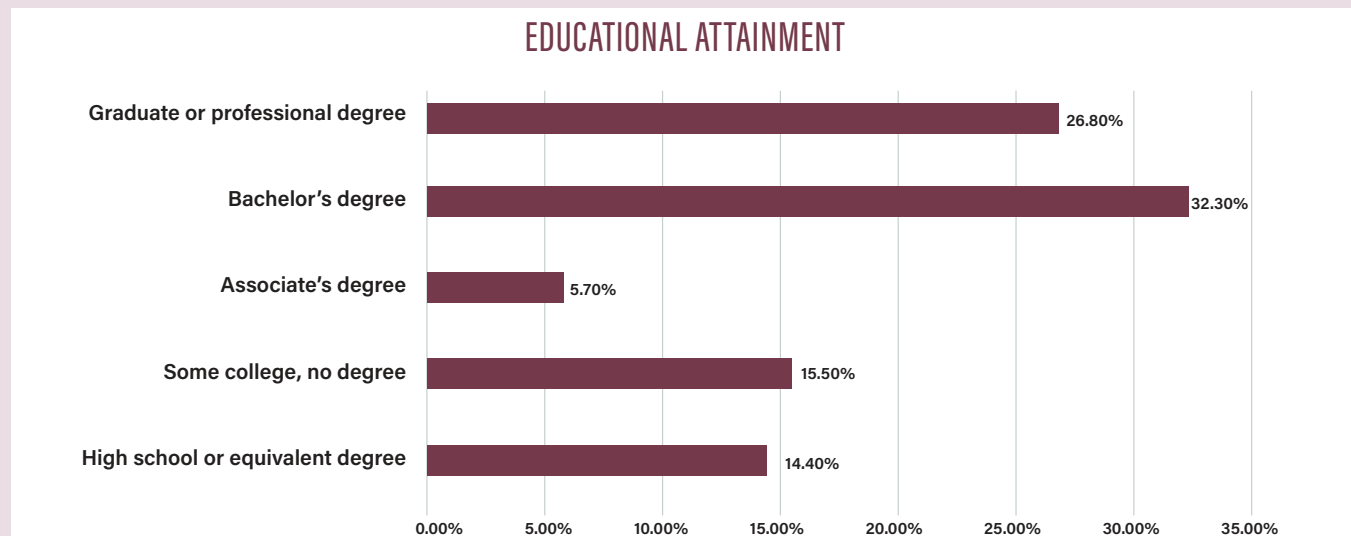


Figure 11: Educational Attainment; Source: U.S. Census Bureau ACS 2023 1-Year Estimate

HIGHER EDUCATION ENROLLMENT

The growth of Texas A&M University significantly influences College Station's population trends. Since the 1960s, the university's expanded enrollment, including the removal of its 50,000-student cap, has driven demographic changes. In 2024, the University's Capacity Study recommended pausing undergraduate growth for five years due to infrastructure constraints.

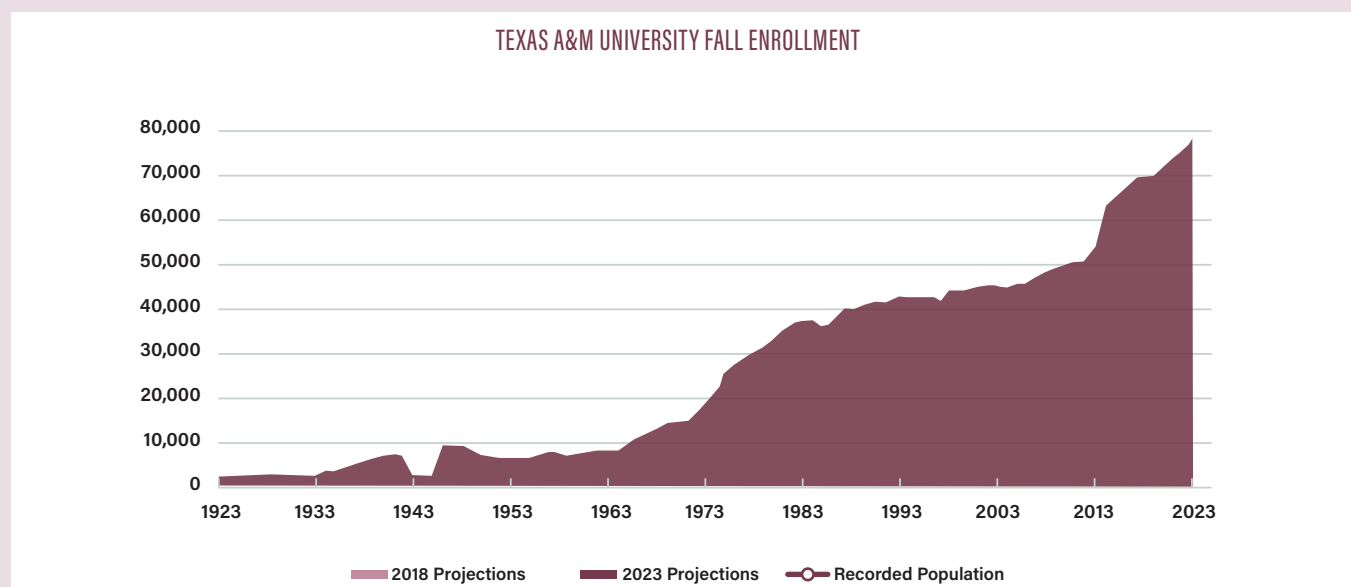


Figure 12: Texas A&M University Fall Enrollment; Source: Texas A&M University Office of Academic and Business Performance Analytics; Note: In 2013, Texas A&M added the School of Law campus enrollment to its enrollment counts. In 2014, the university added Galveston, Qatar, and other campuses to the enrollment count.

Enrollment figures increased from 56,948 in 2014 to 71,127 in 2023, due to the university including other campuses in its enrollment counts, such as Qatar and the School of Law, and the removal of the 50,000 student enrollment cap. The College Station student enrollment in the fall 2023 semester was 68,115.

Table 4: College Station Campus In Person Fall Enrollment Student Headcount; Source: Texas A&M University

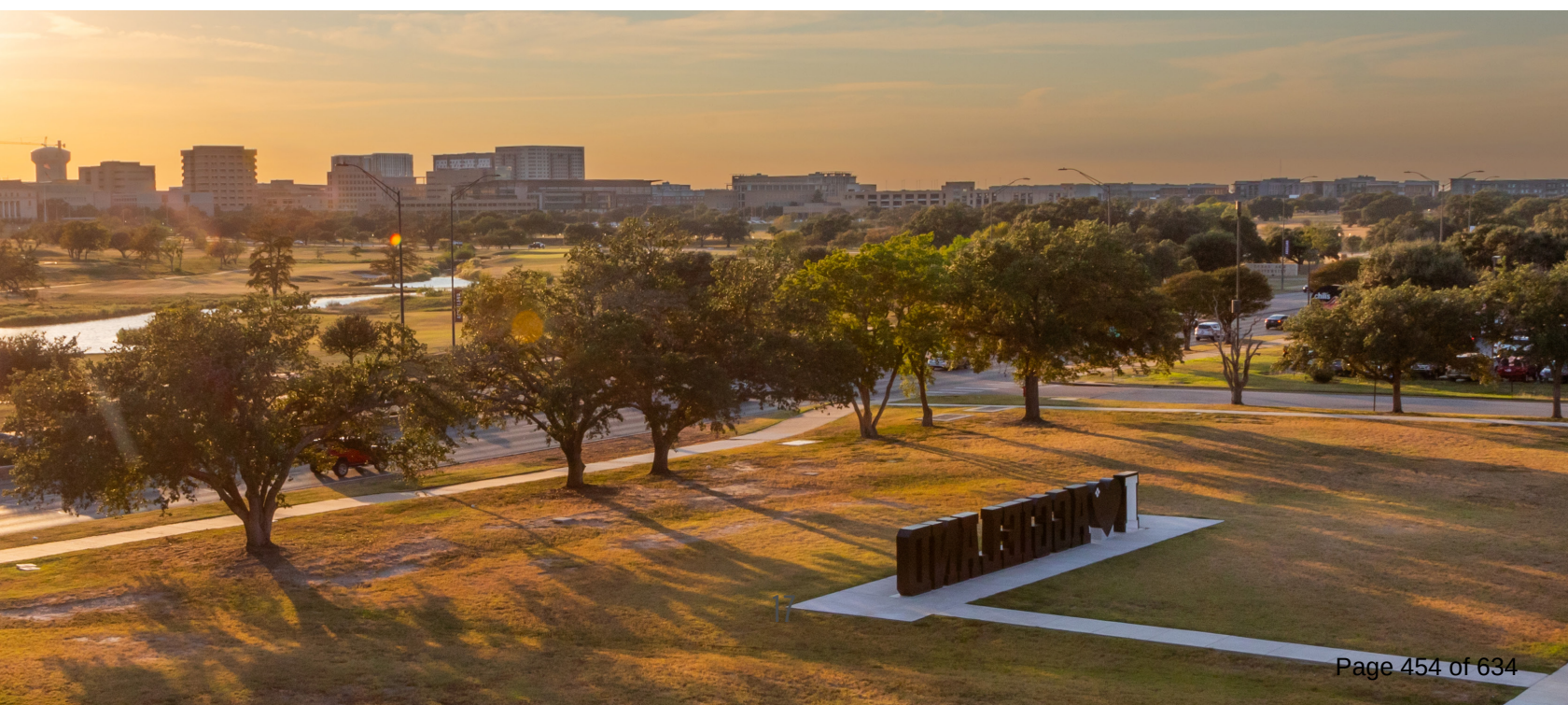
Fall Term	Students*
2020	63,280
2021	64,902
2022	65,914
2023	68,115

**Note: Enrollment numbers include both in person and distance education students enrolled at College Station campus.*

Blinn College, though smaller, also impacts the local student population. From 2019 to 2023, Texas A&M University saw a 9% enrollment increase. Campuses in the City of Bryan, Blinn College and Texas A&M Health Science Center, experienced a 5.7% decline and 19.6% increase, respectively, during the same period (Table 5).

*Table 5: Institutions of Higher Education and Enrollments, Fall 2019 and Fall 2023;
Source: Texas Higher Education Coordinating Board*

Institution	Institution Type	Fall 2019 Enrollment	Fall 2023 Enrollment*	Percent Change in Enrollment
Texas A&M University	University	63,859	69,598	9.0%
Blinn College District*	Junior or Community College	14,082	9,905	-29.7%
Texas A&M Health Science Center	Health Science School	2,887	3,454	19.6%
Total	N/A	135,079	138,320	2.4%



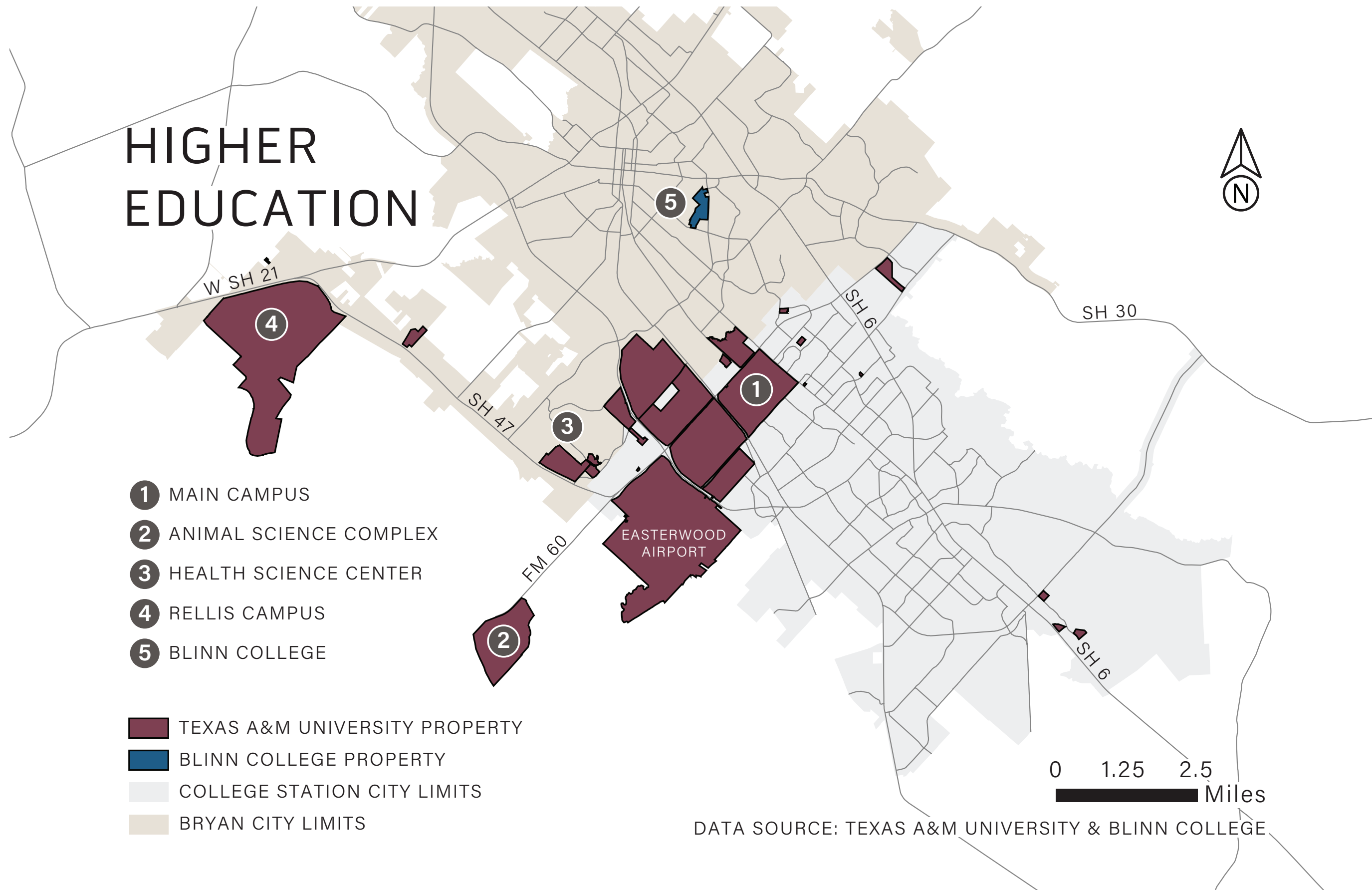


Figure 13: Map of Texas A&M University Property; Source: Planning and Development Services

Income

The 2023 median household income in College Station was \$47,632, significantly lower than Texas' median of \$75,780. Poverty rates vary by age, with 13.5% of children, 36.8% of working-age adults, and 9.6% of seniors living below the poverty line. Family households have a median income of \$91,354, while married-couple families earn significantly more at \$112,420. Nonfamily households report a much lower median income of \$31,102.

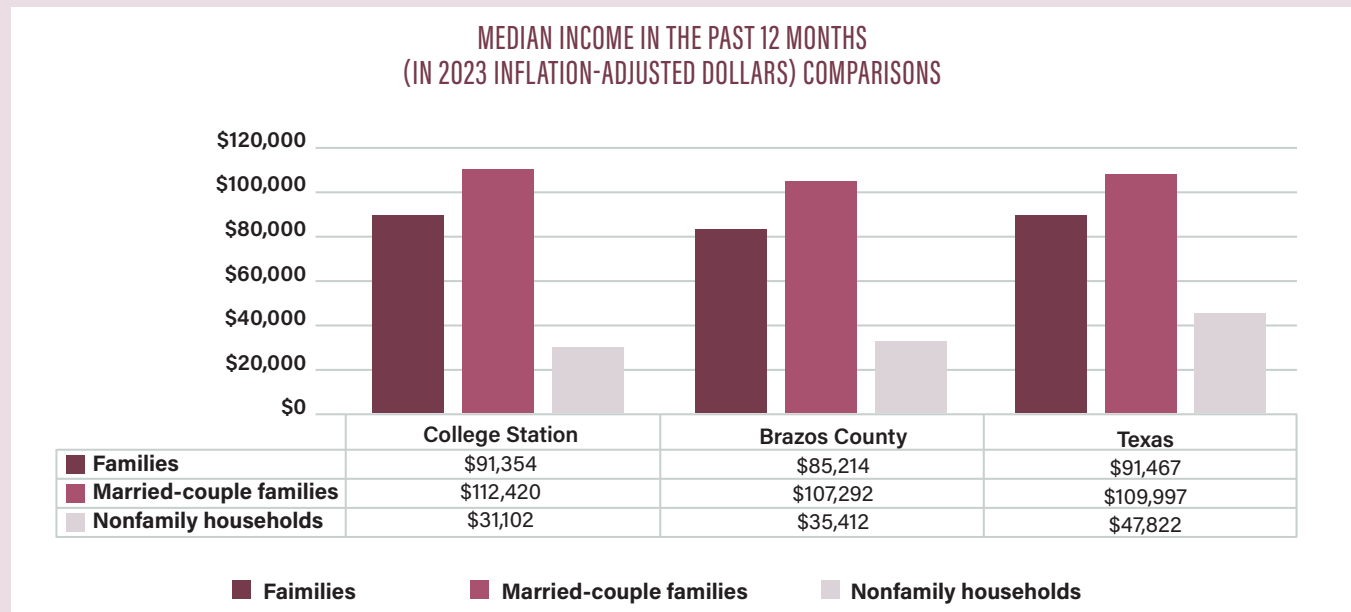


Figure 14: Median Income in the Past 12 Months Comparisons; Source: U.S. Census Bureau 2023 1-Year Estimate

Vulnerable Populations

In College Station, several factors contribute to the vulnerability of specific population groups, including children, the elderly, non-English speakers, individuals with disabilities, and those living below the income poverty threshold. Notably, 7.3% of the City's population lacks health insurance, limiting access to essential healthcare services. Approximately 22.3% of residents speak a language other than English at home, with Spanish being the most common (11%) (Figure 15). Of those who speak a non-English language, 5.4% report speaking English less than "very well."

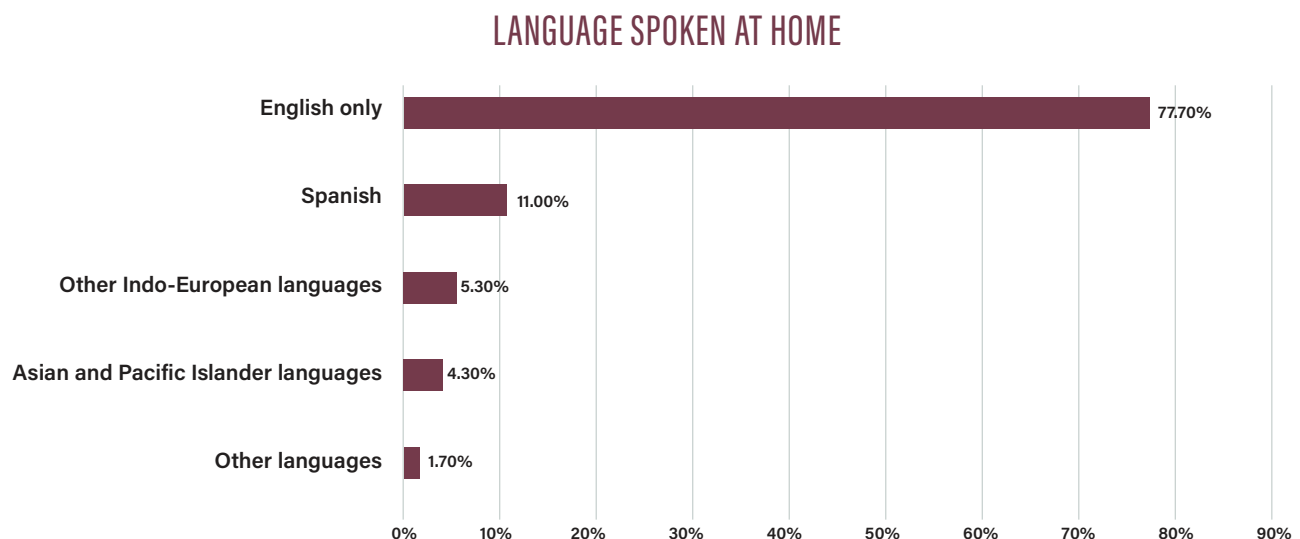


Figure 15: Language Spoken at Home; Source: U.S. Census Bureau, ACS 2023 1-Year Estimate

Approximately 8.8% of the total population (11,023 people) has a disability. Disability types were categorized across age groups, reflecting varying impacts.

POPULATION WITH A DISABILITY

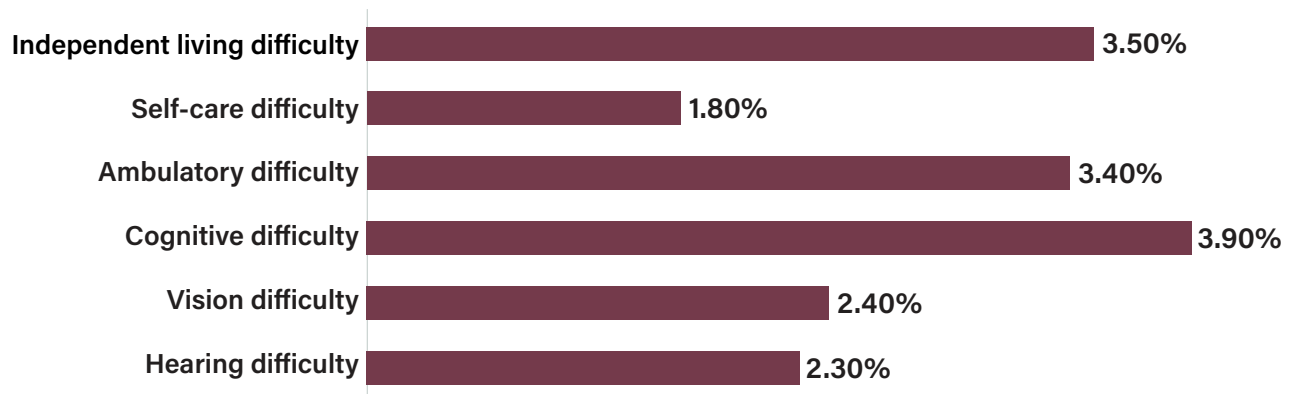


Figure 16: Population with a Disability by Type; Source: U.S. Census Bureau ACS 2023 1-Year Estimate

Household Size and Composition

Data on household composition and occupancy patterns in College Station highlights the diversity of living arrangements and housing units, reflecting the City's demographic makeup, substantial student population, and variety of household types.

HOUSEHOLDS AND FAMILY COMPOSITION

College Station is home to approximately 47,029 households, with 35.4% consisting of married couples, 29.9% of male householders without spouses or partners, and 29.7% of female householders in similar circumstances. Individuals living alone represent 17.8% of households, with only 3.4% involving individuals aged 65 or older living alone. Additionally, 22.7% of households include children under 18 years old, and 14.7% have members aged 65 or older. The average household size is 2.37, slightly lower than the average family size of 3.05.

HOUSEHOLD SIZE AND OCCUPANCY

Occupied housing units in College Station predominantly consist of smaller households. Single-person households account for 31.5% of all units, with renters representing a significant majority (37.5%) compared to owners (20.4%). Two-person households are also prevalent, making up 32.9% of all units, with a more balanced distribution between owner-occupied (35.4%) and renter-occupied (31.6%) units. Larger households with four or more occupants are more common among homeowners (24.8%) compared to renters (16.7%), indicating that larger family units are more likely to own their homes.

FAMILY AND NONFAMILY HOUSEHOLDS

HOUSEHOLDS BY TYPE

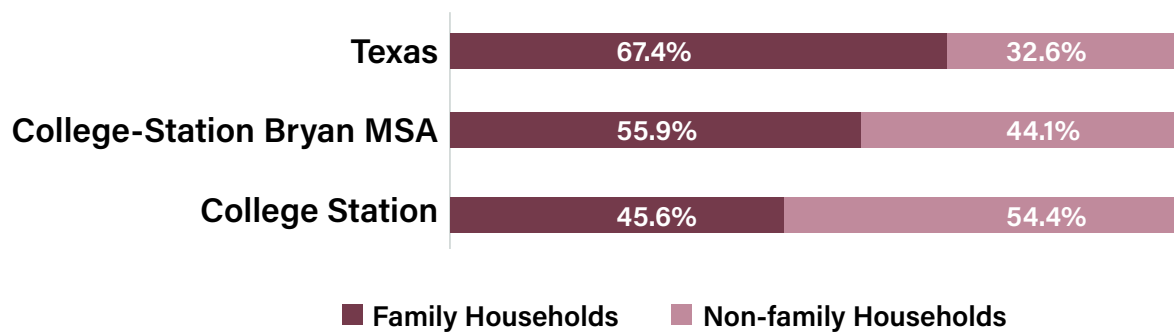


Figure 17: Households by Type; Source: U.S. Census Bureau

Family households make up 45.6% of all housing units, with significant differences between owner-occupied and renter-occupied units. Among owner-occupied housing, 76.0% are family households, while renters are predominantly nonfamily households (70.7%). Married-couple families dominate the family household category for owners (68.8%), whereas renters have higher shares of other family types (11.8%) and single-parent households.

Nonfamily households form the majority (54.4%) of all housing units, with renters accounting for 70.7% of this group. Single-person households (37.5% of renters) are particularly common, consistent with a student-oriented rental market. Renters are also more likely to live with roommates or other nonfamily members (33.2%) compared to homeowners (3.6%).

PRESENCE OF CHILDREN

HOUSEHOLD COMPOSITION: CHILDREN

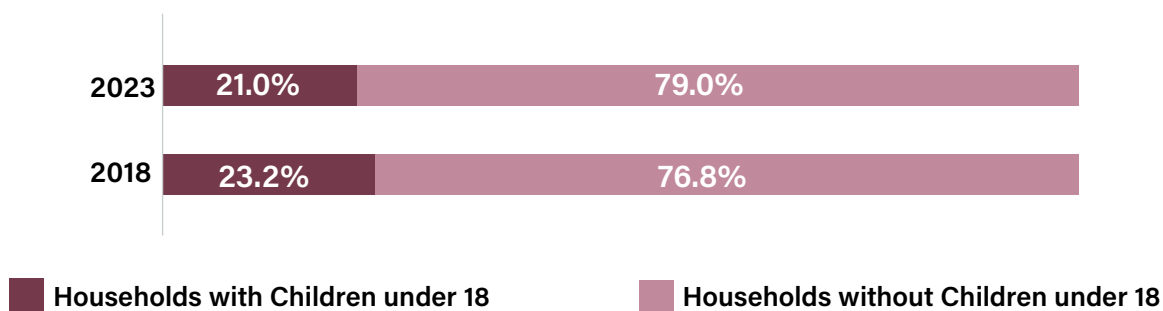
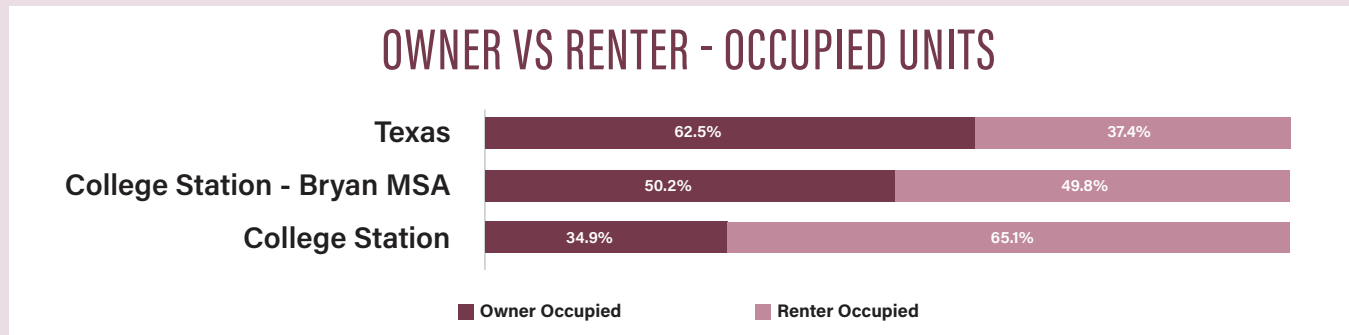


Figure 18: Household Composition – Children, Source: U.S. Census Bureau

Family households with children are more common among homeowners. Approximately 22.3% of households have children under 18, with 35.7% of owner-occupied units falling into this category compared to 15.1% of renter-occupied units. Renters with children are more likely to have younger children, whereas homeowners are more likely to have children aged 6 to 17 years.

RENTER- VS. OWNER-OCCUPIED HOUSING

The data reflects a clear divide between owner-occupied and renter-occupied housing in College Station. Renters dominate the housing landscape, particularly among younger, smaller households and nonfamily living arrangements, indicative of the university influence on the local housing market. Meanwhile, owner-occupied housing has more families, older residents, and larger households. These trends highlight the unique housing dynamics shaped by the city's diverse population and economic drivers.



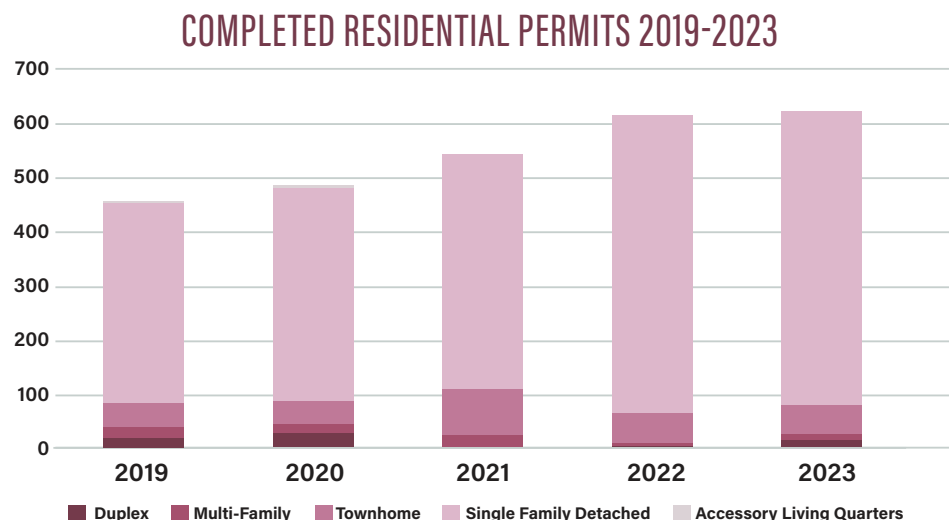
*Figure 19: Owner vs Renter Occupied Housing Units Comparisons;
Source: U.S. Census Bureau ACS 2023 1-Year Estimates*

A clear divide exists between owner-occupied and renter-occupied housing in College Station. Renters dominate the housing landscape, particularly among younger, smaller households and nonfamily living arrangements, reflecting the influence of the local university. Owner-occupied housing is more prevalent among families, older residents, and larger households, underscoring the varied housing dynamics shaped by the city's diverse population and economic drivers.

Housing

STOCK AND INVENTORY

From 2019 to 2023, completed residential construction permits fluctuated across housing types. Single-family detached homes dominated, peaking at 548 permits in 2022. Overall, completed residential permits increased from 2019 to 2023, peaking at a total of 621 residential permits completed in 2023. In the five-year report period, a total number of 2,718 permits were completed all the way through the certificate of occupancy process, comprising a total of 5,683 units. While single family detached accounts for the largest portion of residential permits, multi-family accounts for the largest portion of units.



Housing units reflect a diverse mix: 54.3% have two or three bedrooms, 28.6% have four or more bedrooms, and smaller units account for the remainder. Most housing stock is relatively modern, with 45.6% built between 2000 and 2019 and an additional 4.57% constructed since 2020.

*Figure 20: Completed Residential Permits by Type 2019-2023;
Source: Planning and Development Services*

NEW RESIDENTIAL UNITS CONSTRUCTED BY YEAR

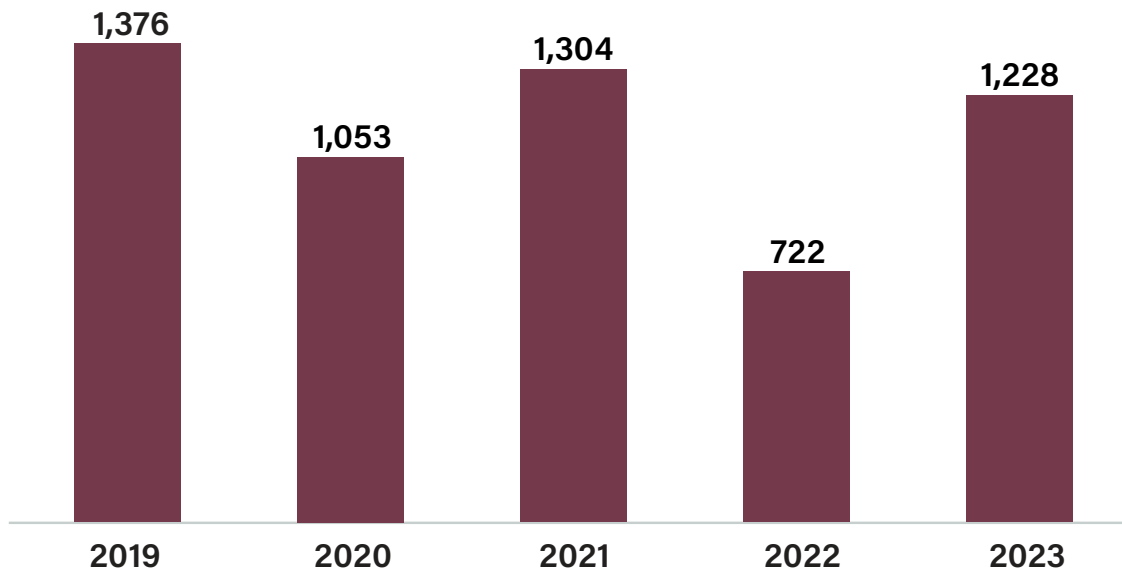


Figure 21: New Residential Units Constructed by Year; Source: Planning and Development Services

Table 6: Completed New Residential Permits* 2019-2023; Source: Planning and Development Services

Residential Permit Type	2019	2020	2021	2022	2023
Duplex	20	30	3	6	17
Multi-Family	21	16	22	3	12
Townhome	45	42	85	57	52
Single Family Detached	367	394	433	548	540
Accessory Living Quarters	2	3	0	0	0

*Note: Completed residential permits are those that have completed the development process, resulting in construction and issuance of certificates of occupancy.

Table 7: New Residential Units Constructed 2019-2023; Source: Planning and Development Services

Residential Type	2019	2020	2021	2022	2023
Duplex	40	60	6	12	34
Multi-Family	922	554	780	105	602
Townhome	45	42	85	57	52
Single Family Detached	367	394	433	548	540
Accessory Living Quarters	2	3	0	0	0

HOUSING UNITS BY BEDROOM COUNT

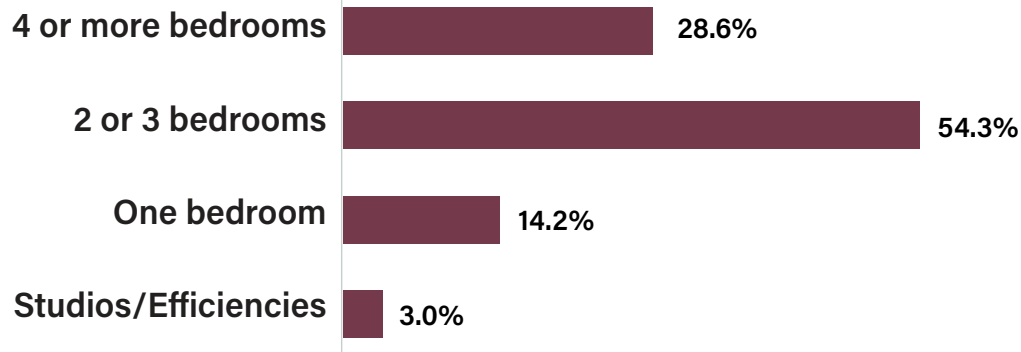


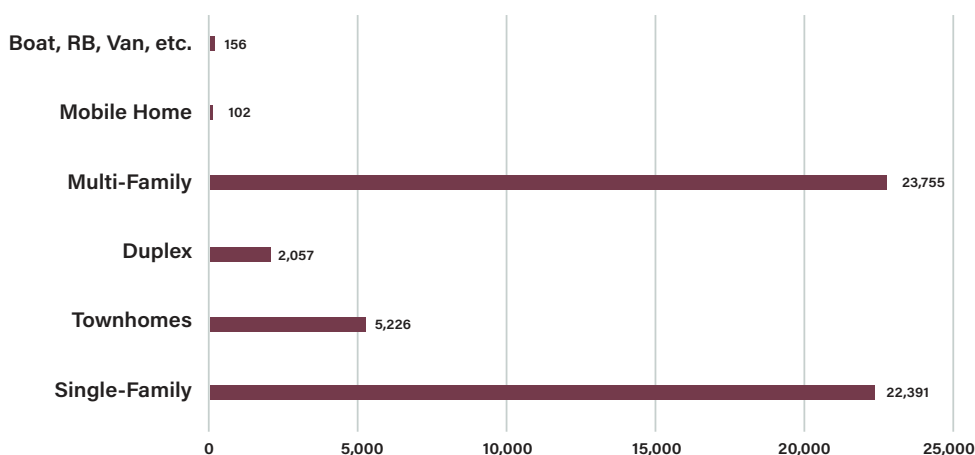
Figure 22: Housing Units by Bedroom Count; Source: U.S. Census Bureau ACS 2023 1-Year Estimate

The occupied housing stock in College Station reflects a dynamic growth pattern over the decades, with the majority of housing units being relatively modern. Table 8 highlights a relatively young and expanding housing landscape in College Station.

Table 8: Age of Occupied Housing Stock by Year Built; Source: U.S. Census Bureau ACS 2023 1-Year Estimate

Year Structure Built	Housing Units	Percent
1939 or earlier	164	0.35%
1940-1959	1,375	2.92%
1960-1979	8,583	18.25%
1980-1999	13,309	28.30%
2000-2019	21,447	45.60%
2020-2023	2,151	4.57%

HOUSING UNITS BY TYPE



The 2023 estimate of housing stock in College Station reveals significant diversity in housing types, with a substantial presence of multi-family and single-family units.

Figure 23: Housing Units by Housing Type; Source: U.S. Census Bureau ACS 2023 1-Year

Occupancy and Tenure

HOUSING OCCUPANCY

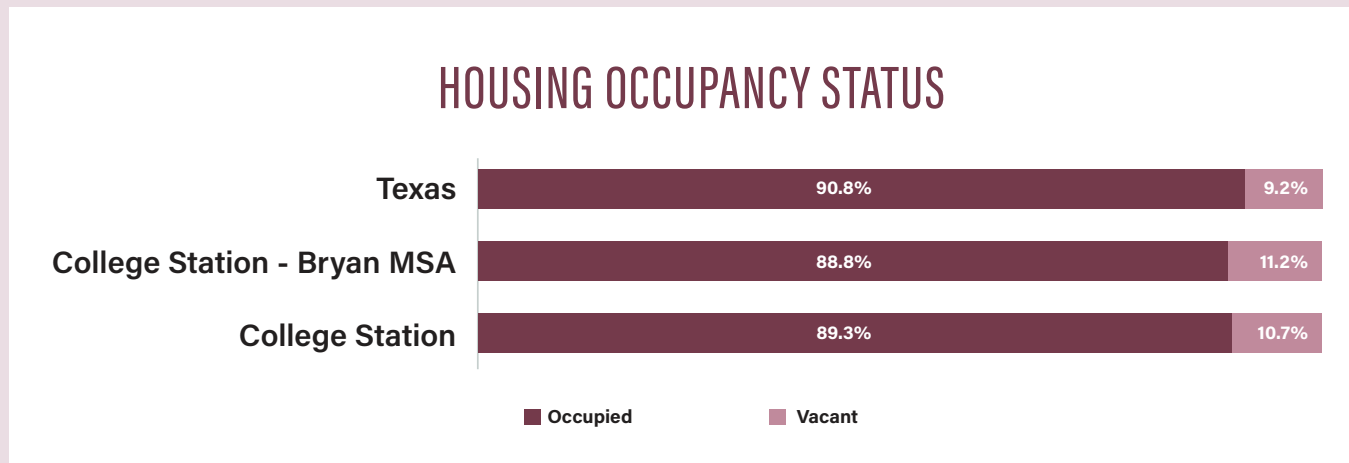


Figure 24: Housing Occupancy Status Comparisons; Source: U.S. Census Bureau ACS 2023 1-Year Estimate

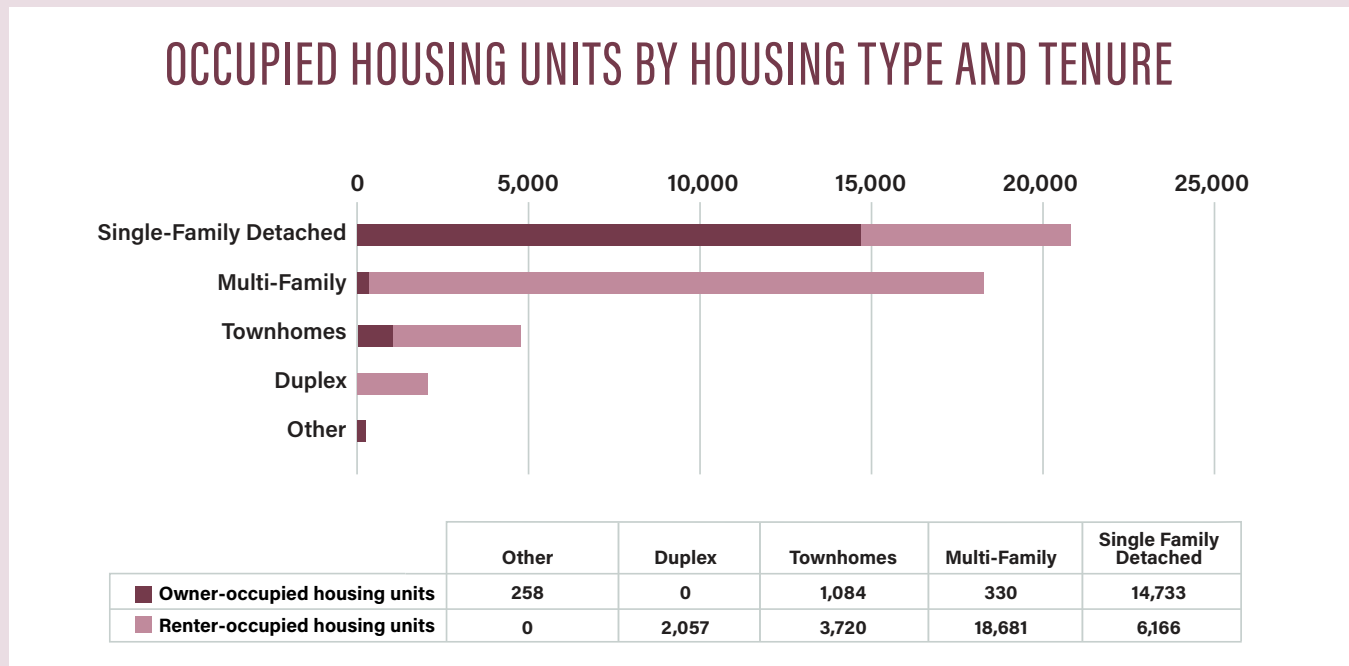


Figure 25: Occupied Housing Units by Housing Type and Owner-Renter Status;
Source: U.S. Census Bureau 2023 1-Year Estimates

Occupancy and tenure data provide insights into the local housing market, reflecting patterns of ownership, rental activity, and housing characteristics. College Station has an estimated total of 52,687 housing units, with 89.3% of these units being occupied and 10.7% vacant (ACS 2023). The homeowner vacancy rate is a low 1.7%, indicating strong demand for owner-occupied housing, while the rental vacancy rate is higher at 5.3%, reflecting greater availability in the rental market. These figures suggest a relatively tight housing market, particularly for homeowners.

RENTALS

Renters dominate the housing market, comprising 65.1% of occupied units, consistent with the City's student population. Registered rental properties account for 32% of single-family and duplex units, with concentrations near Texas A&M University. High turnover rates are evident, with 55.6% of householders moving into their homes since 2021.

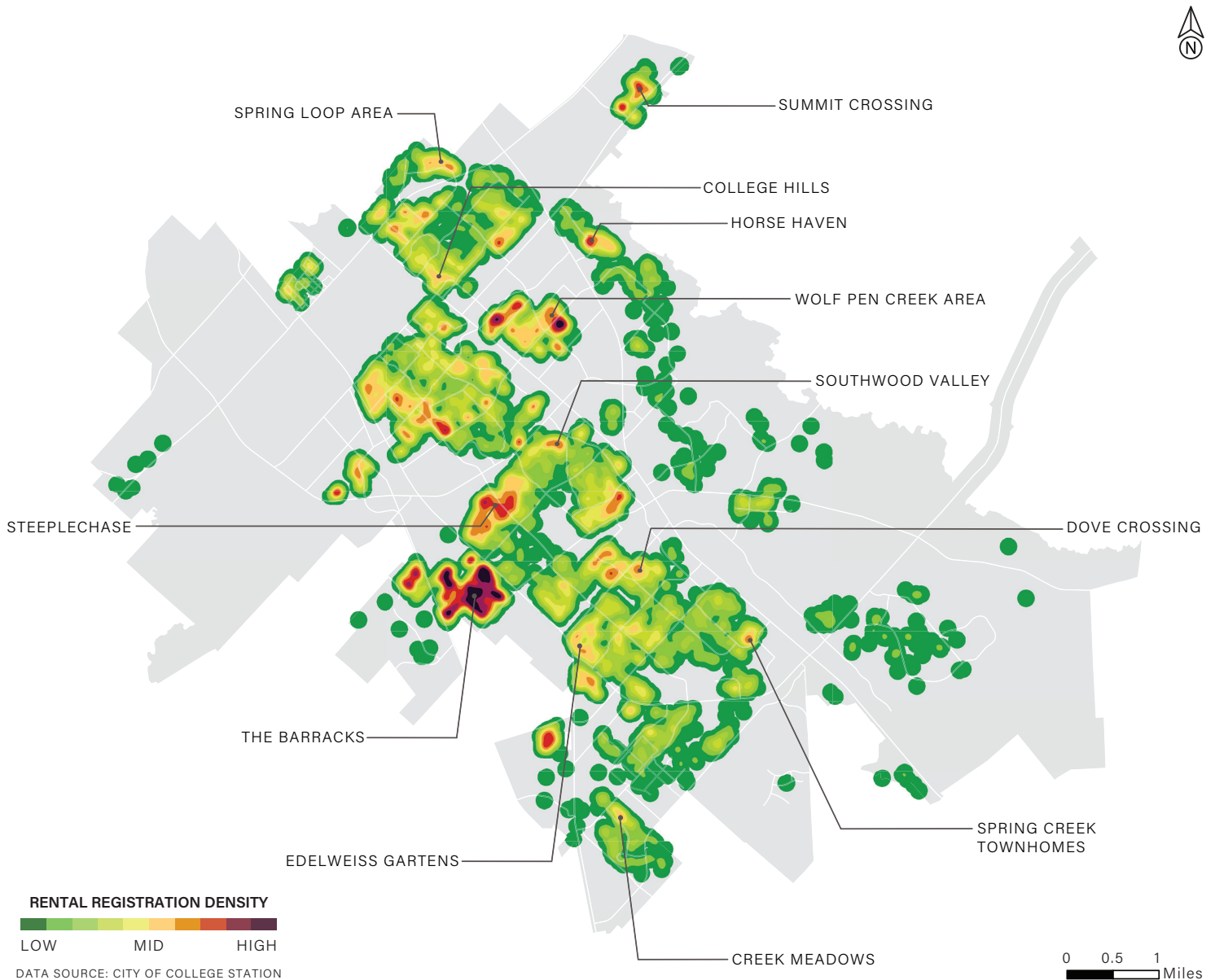


Figure 26: Rental Registration Density; Source: City of College Station

ON-CAMPUS HOUSING

Texas A&M University's on-campus housing consists of 25 residence halls, two university apartments, and the Corp of Cadets dormitory. On campus housing option at Texas A&M's College Station campus hold a capacity of approximately 11,000 students. In its 2024 Capacity Study, Texas A&M University reported that on-campus housing is at full capacity, and recommends the university increase the number of beds by 2,500 (2024 Capacity Study Report, Texas A&M University).



ECONOMIC DEVELOPMENT

Employment

Between 2018 and 2023, the total number of people employed in the College Station – Bryan MSA increased by 16.2%, a larger percent increase than both the state and neighboring MSAs (Table 9). Texas A&M University continues to be the largest employer in the Brazos Valley.

*Table 9: Total Nonfarm Employment (2023) and Changes in Employment Levels (2018-2023);
Source: Bureau of Labor Statistics*

Region	Total Employed 2018	Total Employed 2023	% Change, 2018-2023
United States	148,908,000	156,051,000	4.8%
Texas	12,523,300	13,912,700	11.1%
College Station - Bryan MSA	119,700	139,100	16.2%
Killeen- Temple MSA	143,100	153,500	7.3%
Waco MSA	123,400	135,000	9.4%

Table 10: Leading Employers – College Station; Source: Greater Brazos Partnership, 2024

Number of Employees	Employer
5,000+	Texas A&M University
1,000 - 4,999	City of College Station
	College Station Independent School District
500 - 999	Baylor Scott and White
	FUJIFILM Diosynth Biotechnologies
	Reynolds and Reynolds
250 - 499	Cognizant Technology Solutions
	G-CON Manufacturing
100 - 249	C.C. Creations
	Kelsey-Seybold Clinic
	Matica Biotechnology

Table 11: MSA Employment by Industry, Bureau of Labor Statistics

MSA Employment by Industry	% Total Employment in MSA	
	2018	2023
Government		
Federal Government	0.7%	0.6%
State Government	23.3%	22.8%
Local Government	9.6%	8.8%
Private		
Natural Resources and Mining	2.8%	2.2%
Construction	5.1%	4.5%
Manufacturing	5.0%	4.7%
Trade, Transportation, and Utilities	14.1%	13.9%
Information	0.0%	1.1%
Financial Activities	3.4%	3.4%
Professional and Business Services	7.8%	9.5%
Education and Health Services	10.4%	11.7%
Leisure and Hospitality	14.3%	14.6%
Other Services	2.2%	2.2%
Public Administration	0.0%	0.0%
Unclassified	0.0%	0.1%

College Station has a growing, educated labor force and low unemployment rate (Figure 59). The average annual unemployment rate for College Station in 2023 was 3.2%, while the unemployment rate for the State of Texas was 3.9%.

Table 12: Average Annual Unemployment Rate Comparisons

Average Annual Unemployment Rate			
Year	College Station	CS-B MSA	Texas
2018	2.9%	3.0%	3.9%
2019	2.8%	2.8%	3.5%
2020	5.0%	5.5%	7.7%
2021	3.8%	4.2%	5.6%
2022	3.1%	3.2%	3.9%
2023	3.2%	3.2%	3.9%

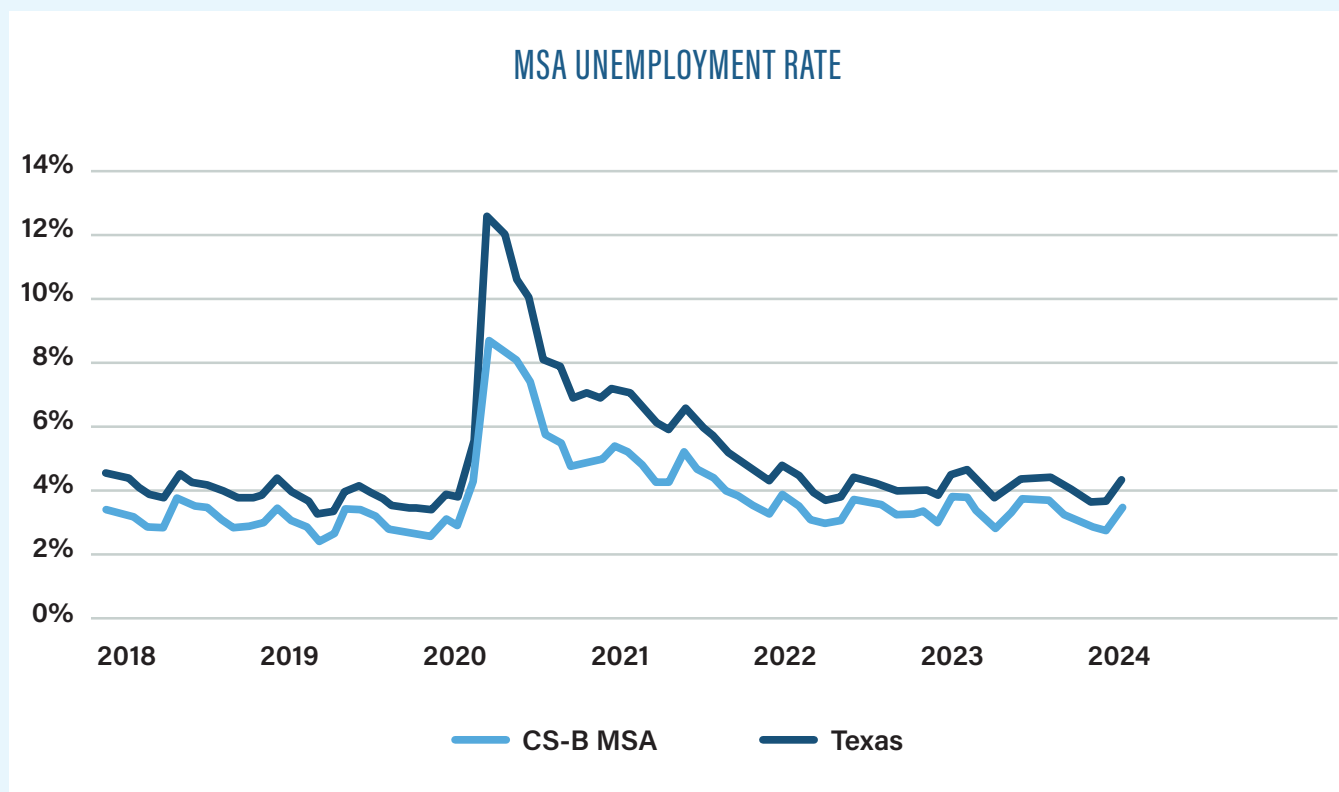


Figure 27: College Station-Bryan MSA Unemployment Rate 2018-2024; Source: Bureau of Labor Statistics, 2024

While employment in the CS-B MSA grew at a faster rate than both the state and the nation, it had notably lower average annual wages. Median earnings are also lower in the MSA when compared to the median earnings of individuals with similar education levels across the state.

Table 13: Average Annual Pay for Nonfarm Employment (2023) and Changes in Average Annual Pay (2018-2023); Source: Bureau of Labor Statistics

Region	Average Annual Pay 2018	Average Annual Pay 2023	% Change 2018-2023
United States	\$57,266	\$72,360	26.4%
Texas	\$57,747	\$72,318	25.2%
College Station - Bryan MSA	\$41,882	\$52,739	25.9%
Killeen- Temple MSA	\$46,034	\$57,659	25.3%
Waco MSA	\$46,096	\$57,388	24.5%

MEDIAN EARNINGS BY EDUCATIONAL ATTAINMENT, 2023

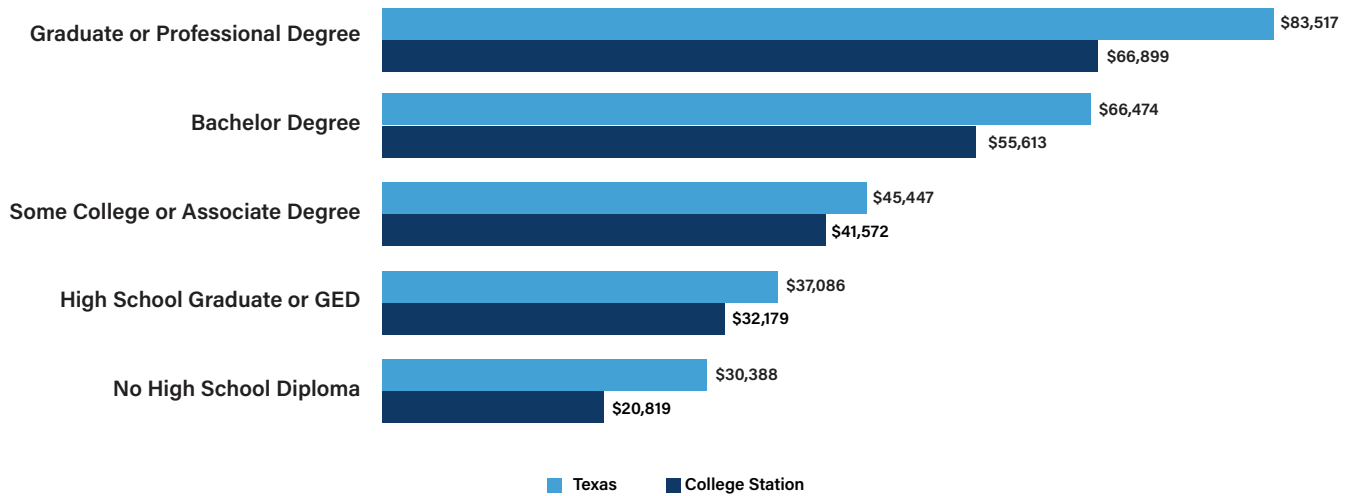


Figure 28: Median Earnings in the Past 12 Months; 2023 ACS 1-Year Estimate, US Census Bureau

Between 2018 and 2022, there was a loss of about 5,000 primary jobs in College Station (LEHD, Census Bureau). The largest losses occurred in 2020 and were most likely related to labor market changes brought on by the COVID-19 Pandemic. Since 2018 the percentage of primary jobs in College Station held by workers who live outside the city has increased. The top places where workers live outside of College Station and Bryan are Houston, Austin, and San Antonio.

COLLEGE STATION INFLOW/OUTFLOW JOB COUNTS IN 2022 - ALL WORKERS

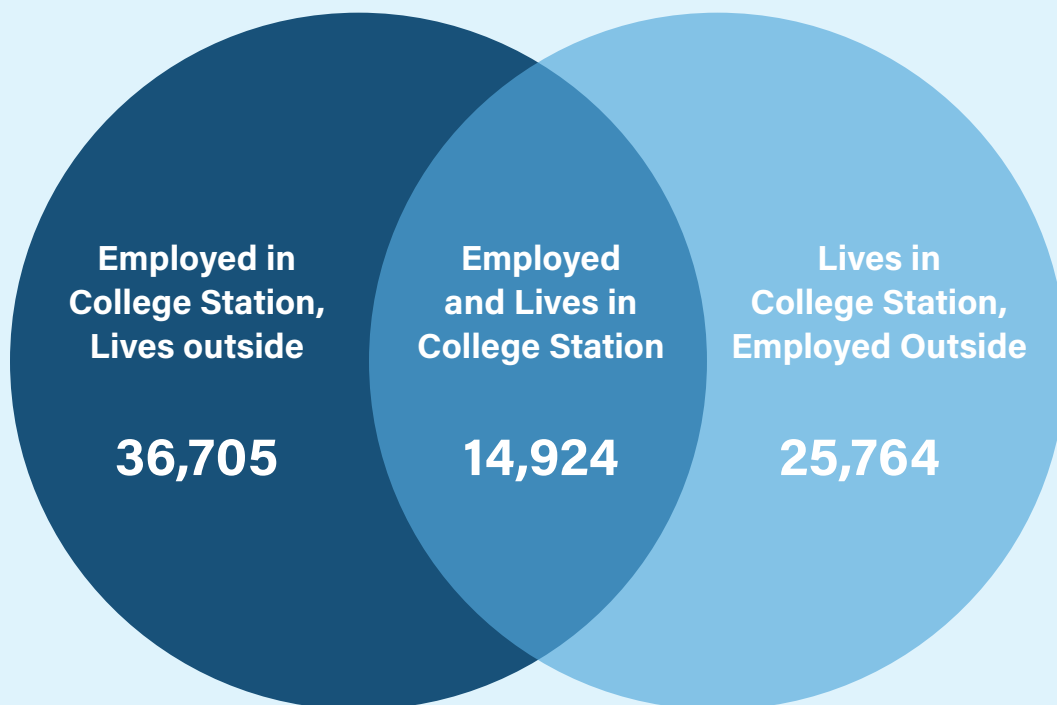


Figure 29: College Station, TX Inflow/Outflow Jobs Counts (Primary Jobs); Longitudinal Employer-Household Dynamics, US Census Bureau

Table 14: College Station, TX Inflow/Outflow Jobs Counts (Primary Jobs);
Longitudinal Employer-Household Dynamics, US Census Bureau

Inflow/Outflow Job Count (Primary Jobs)	2018		2022	
Employed in College Station	56,610		51,629	
Lives Outside	39,605	70.0%	36,705	71.1%
Lives Inside	17,005	30.0%	14,924	28.9%
Lives in College Station	37,047		40,688	
Employed Outside	20,042	54.1%	25,764	63.3%
Employed Inside	17,005	45.9%	14,924	36.7%

Housing Market

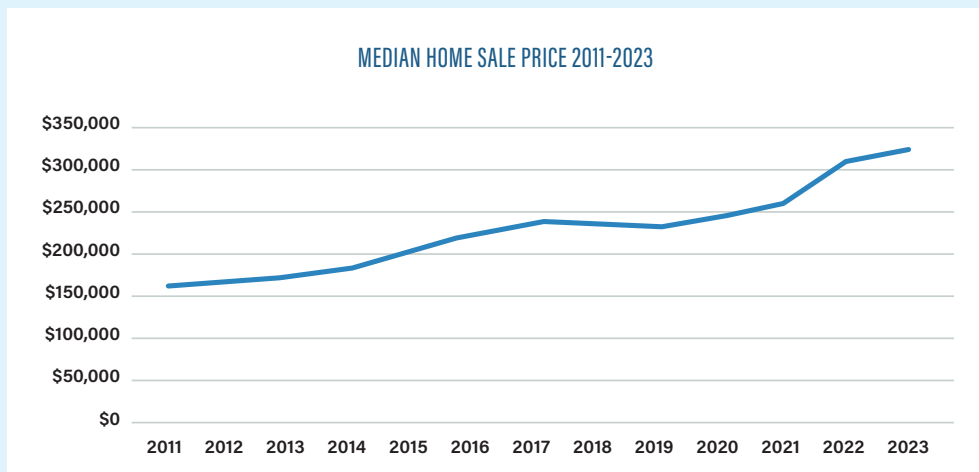


Figure 30: Median Home Sale Price 2011-2023;
Source: Texas Real Estate Center

The median home sale price in College Station has shown a consistent upward trajectory from 2011 to 2023. In 2011, the median home sale price was approximately \$150,000, but by 2023, it had more than doubled, exceeding \$300,000. This sharp increase highlights the city's economic growth, increased housing demand, and rising construction costs over the past decade.

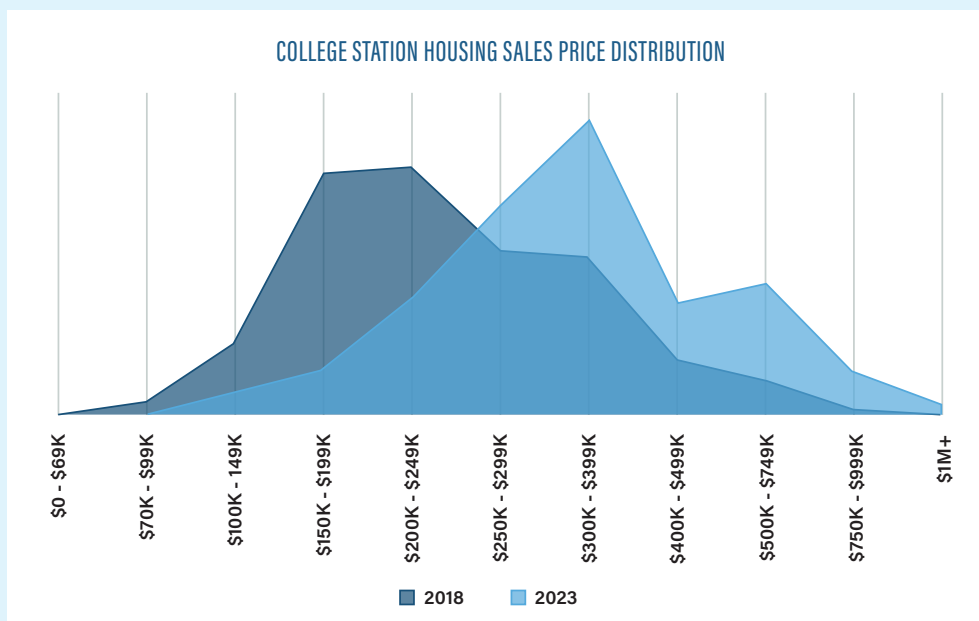


Figure 31: College Station Housing Sales Price Distribution 2018 vs 2023;
Source: Texas Real Estate Center

INVENTORY AND SUPPLY DYNAMICS

The inventory of active listings and months of inventory fluctuated significantly since the last Existing Conditions report in 2018. In the early years (2018-2019), inventory levels were higher, with months of inventory consistently above 4 months, reflecting a balanced market. However, during the pandemic years (2020-2021), inventory levels dropped dramatically as demand outpaced supply. By December 2021, months of inventory fell to just 0.42, marking a seller's market.

Starting in 2022, inventory levels began to recover as market conditions shifted. By the end of 2023, months of inventory reached 2.47, signaling a move toward more balanced market conditions.

Property Tax and Assessed Value

Over the last decade, College Station's total taxable assessed value has almost doubled (Figure 68). Between 2018 and 2023 alone, total taxable assessed value increased by 34%, primarily fueled by rising prices and added value through new construction.

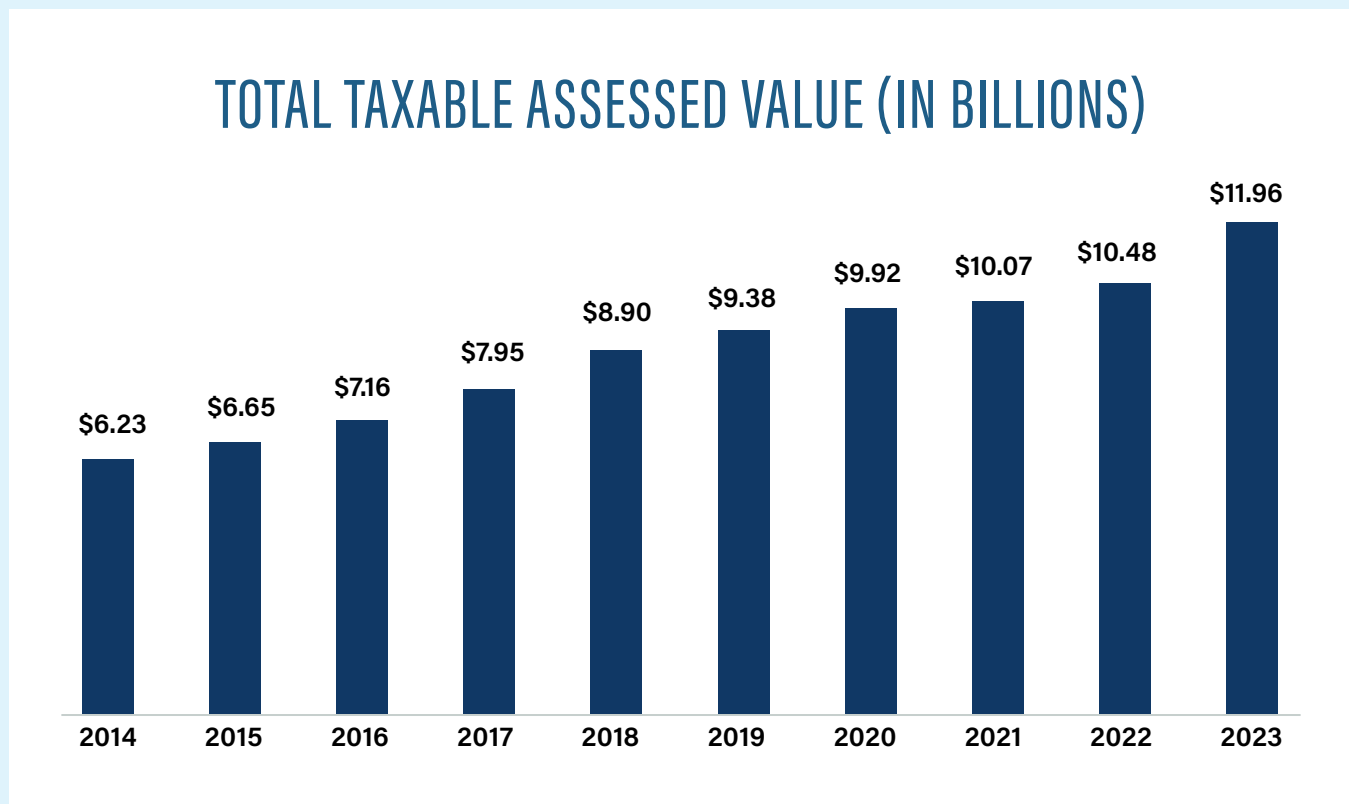


Figure 32: Total Taxable Assessed Value 2014-2023; City of College Station 2023 ACFR

The total appraised value for all property in the City of College Station is over \$17.6 billion (2023 Certified Tax Roll, Brazos County Appraisal District). Residential properties make up \$9.1 billion dollars in valuation and commercial properties make up \$7.8 billion dollars. The remainder is largely comprised of vacant and agricultural land valued at \$844 million.



APPRAISED PROPERTY VALUES

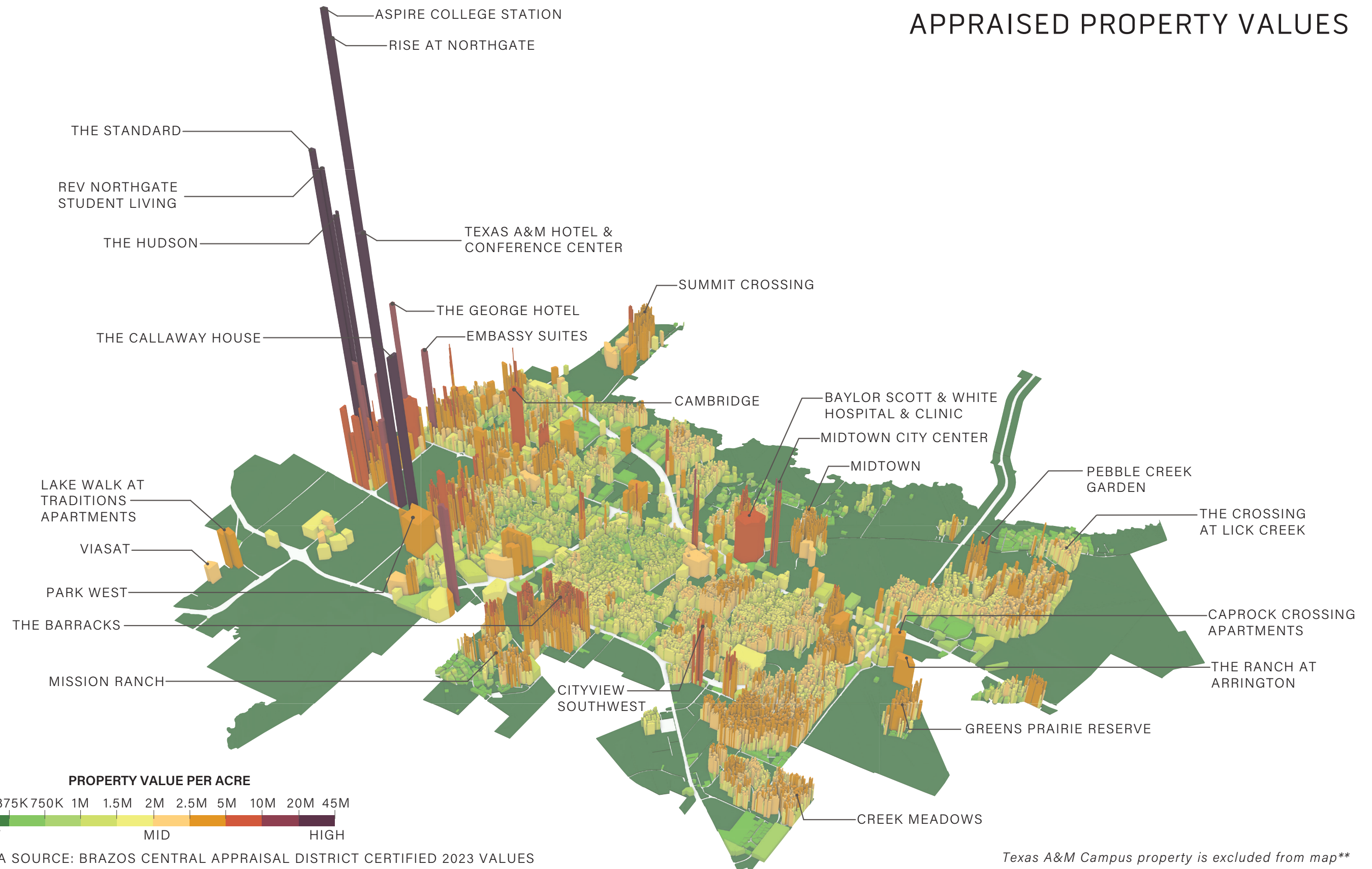


Figure 33: Appraised Property Values Per Acre; Source: Planning and Development Services

Table 15: City Property Tax Rate Over Time;
Source: Brazos County Appraisal District

Year	City Property Tax Rate
2014	0.452500
2015	0.452500
2016	0.472500
2017	0.497500
2018	0.505841
2019	0.534618
2020	0.534618
2021	0.534618
2022	0.524613
2023	0.513086

College Station's property tax rate is very competitive and among the lowest in the State for cities of its size. The FY2023 property tax rate was set at 51.3086¢ per \$100 of assessed value, up 20.5% from FY2014.

Over the last ten years, the City's annual property tax collection grew by 130%.

PROPERTY TAX COLLECTIONS (IN MILLIONS)

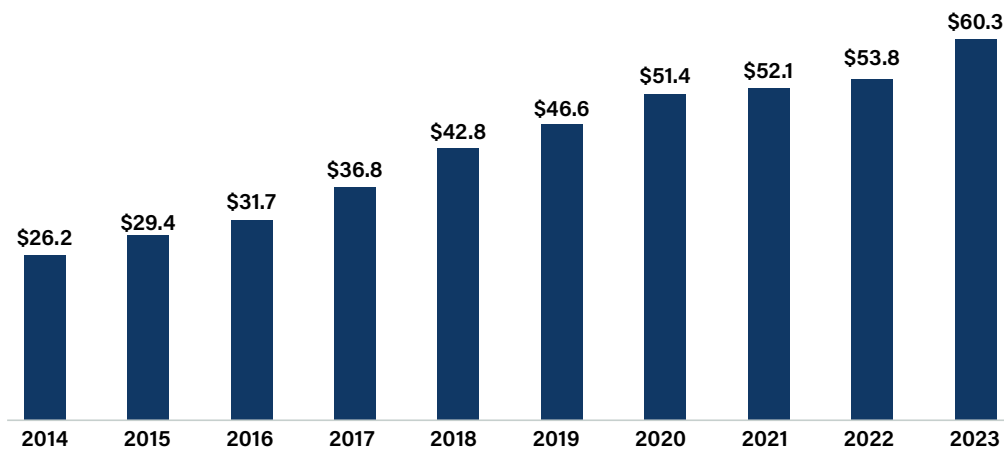


Figure 34: Property Tax Collections within Fiscal Year of the Levy;
Source: City of College Station 2023 ACFR

NEW CONSTRUCTION VALUATION (IN MILLIONS)

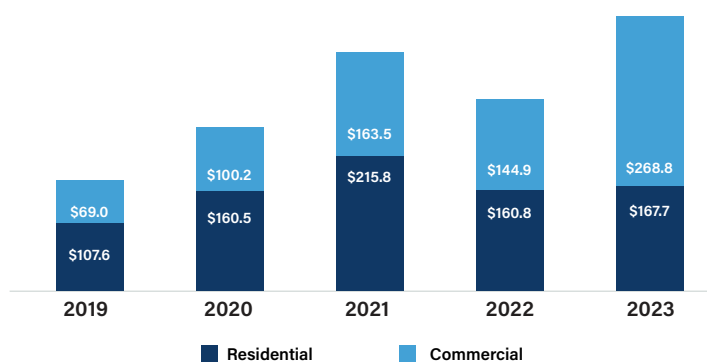


Figure 35: New Construction Valuation;
Source: Planning & Development Services

While single family construction represented the largest portion of new residential construction valuation (69%), the number of single-family permits declined over the last two years. Though multi-family permits only make up 0.44% of all residential permits issued between 2019-2023, it accounted for 21% of new residential construction valuation. New Commercial development between 2019-2023 was valued at \$746,453,119.

Table 16: Residential Valuation by Residential Type 2019-2023

Residential Category	2019	2020	2021	2022	2023
Duplex	\$7,967,765	\$3,737,724	\$1,119,640	\$3,102,623	\$1,888,360
Townhome	\$3,321,540	\$6,930,368	\$33,629,063	\$9,218,976	\$6,951,686
Single Family Detached	\$81,003,819	\$90,321,188	\$132,201,798	\$145,697,386	\$114,059,008
Multifamily	\$15,340,000	\$59,463,389	\$48,863,692	\$2,825,000	\$44,824,217
Total	\$107,633,124	\$160,452,669	\$215,814,193	\$160,843,985	\$167,723,271

Sales Tax

The City receives 1.5% of sales tax on goods and beverages sold within the city limits (Figure 74). Retail and food services make up approximately 71% of the College Station sales tax base, with professional and general services accounting for an additional 21% (Figure 46).

FY23 SALES TAX BY INDUSTRY TYPE

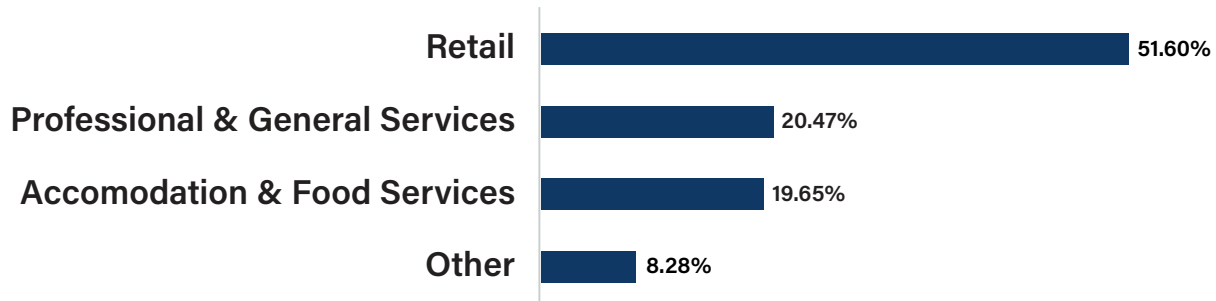
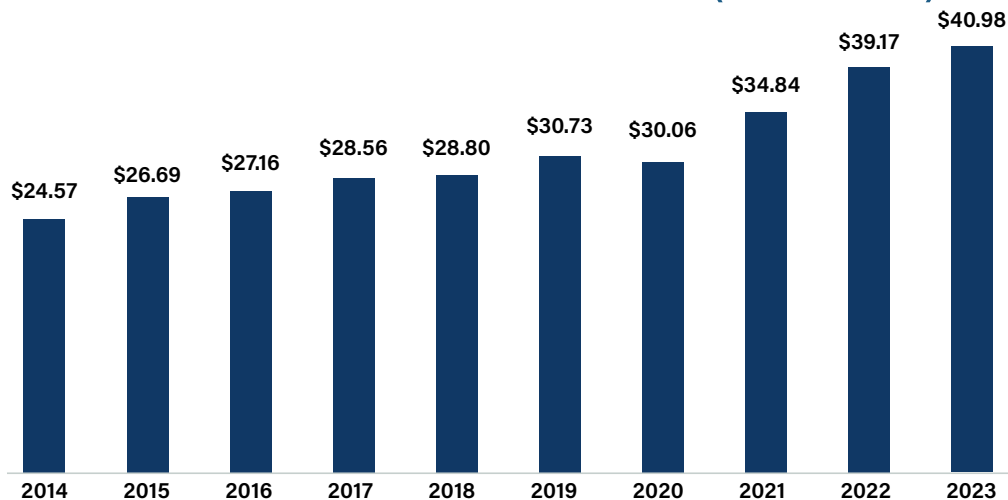


Figure 36: Sales Tax by Industry Type; City of College Station 2023-2024 Approved Annual Budget

TOTAL SALES REVENUE BY FISCAL YEAR (IN MILLIONS)



While the nominal amount of sales tax has steadily increased over the last decade, when adjusted for inflation, the amount of sales that received by the city has been relatively flat since 2017.

Figure 37: Tax Revenue by Source, Governmental Funds; City of College Station ACFR 2023

Tourism

College Station boasts many key attractions including the Brazos Valley Veterans Memorial, the Benjamin Knox Gallery, Century Square, Dixie Chicken, Kyle Field, Hullabaloo Diner, and more. Another major attraction in College Station is the George Bush Presidential Library and Museum, which attracts an average of 128,630 visitors annually. The City also works in partnership with attractions in its extraterritorial jurisdiction, like Santa's Wonderland, that bring tourists into the city.



Figure 38: Hotel Indicators; Source: City of College Station

In alignment with national trends, travel and tourism related spending dropped significantly in 2020 due to the COVID-19 Pandemic. In 2021, tourism spending recovered slightly, and by 2023 the City experienced an all-time high in Hotel Occupancy Tax Revenues, Visitor Spending, and Sales Tax Generated by Visitors. In 2023, College Station's tourism sector generated 5,200 jobs worth 169.4 million dollars in payroll.

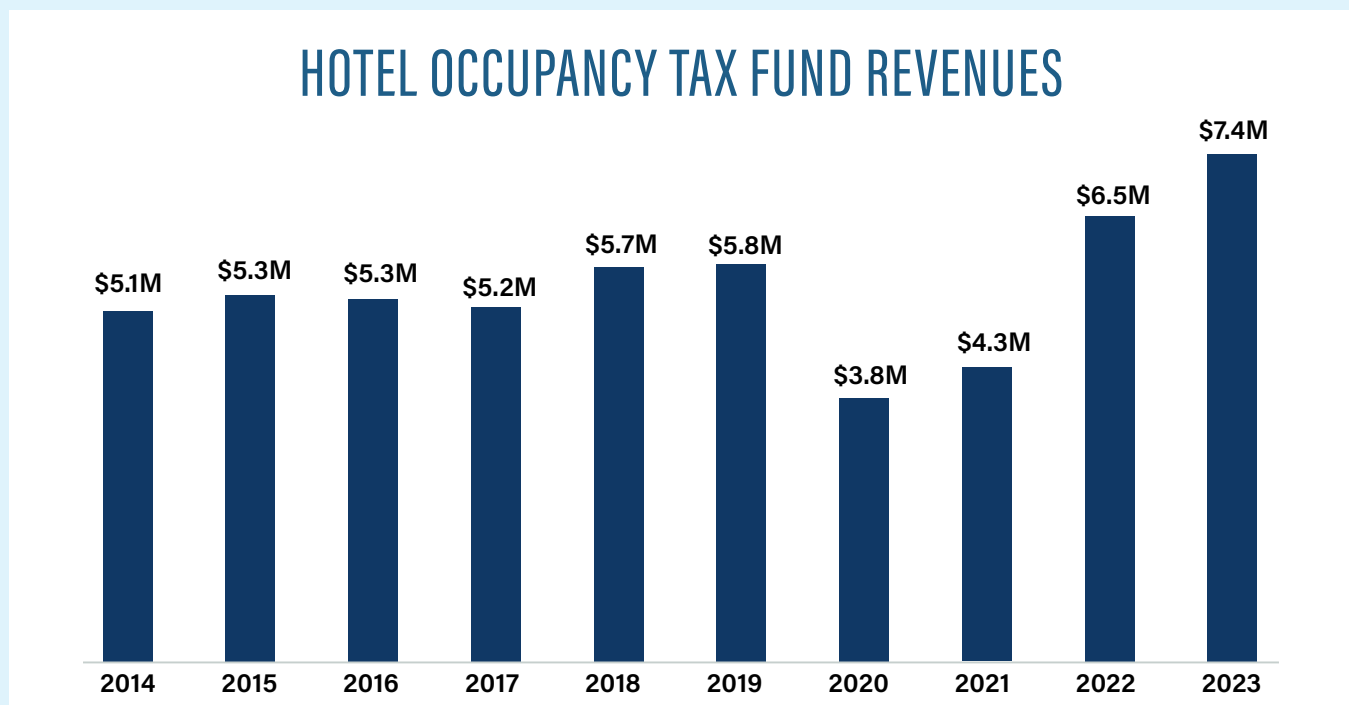
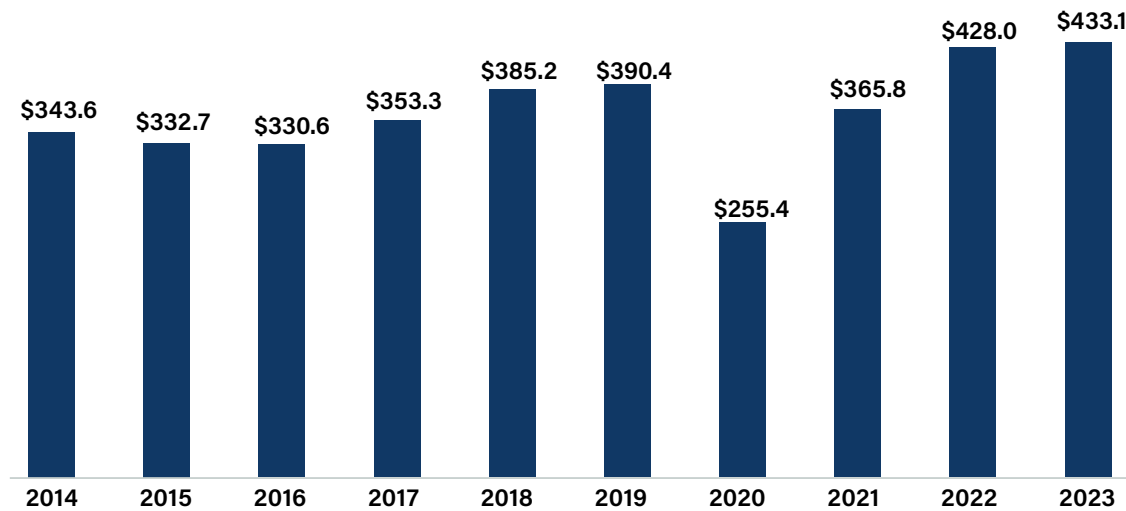


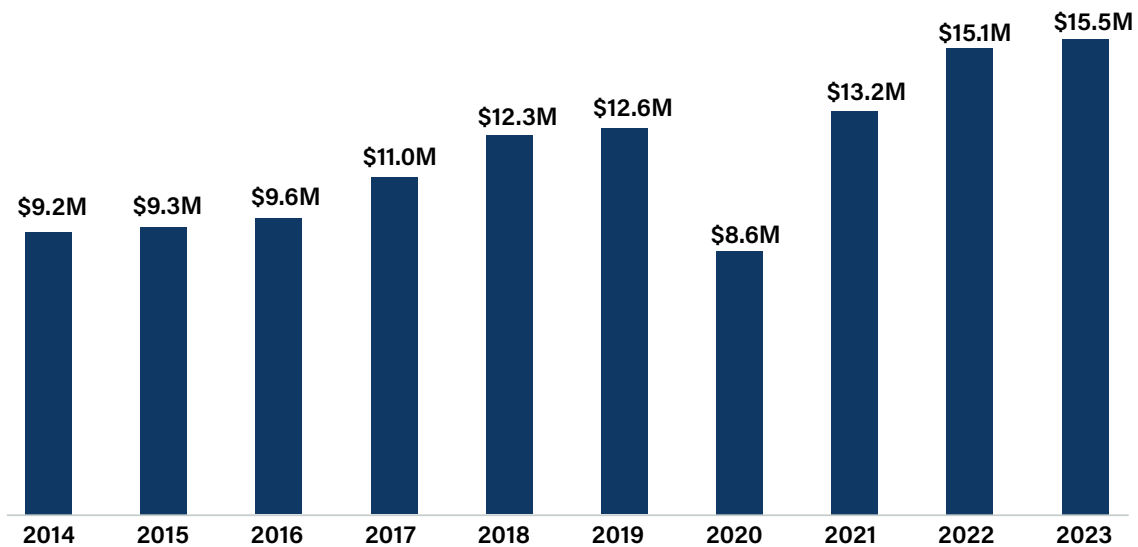
Figure 39: Hotel Occupancy Tax Fund Revenues; City of College Station ACFR 2023

VISITOR SPENDING IN COLLEGE STATION (IN MILLIONS)



*Figure 40: Total Direct Travel Spending;
Office of the Governor – Economic Development & Tourism*

COLLEGE STATION SALES TAX GENERATED BY VISITORS



*Figure 41: Local Tax Receipts Generated by Travel Spending;
Office of the Governor – Economic Development & Tourism*

The City currently has 40 hotels that have a combined total of 4,354 hotel rooms (Figure 42).

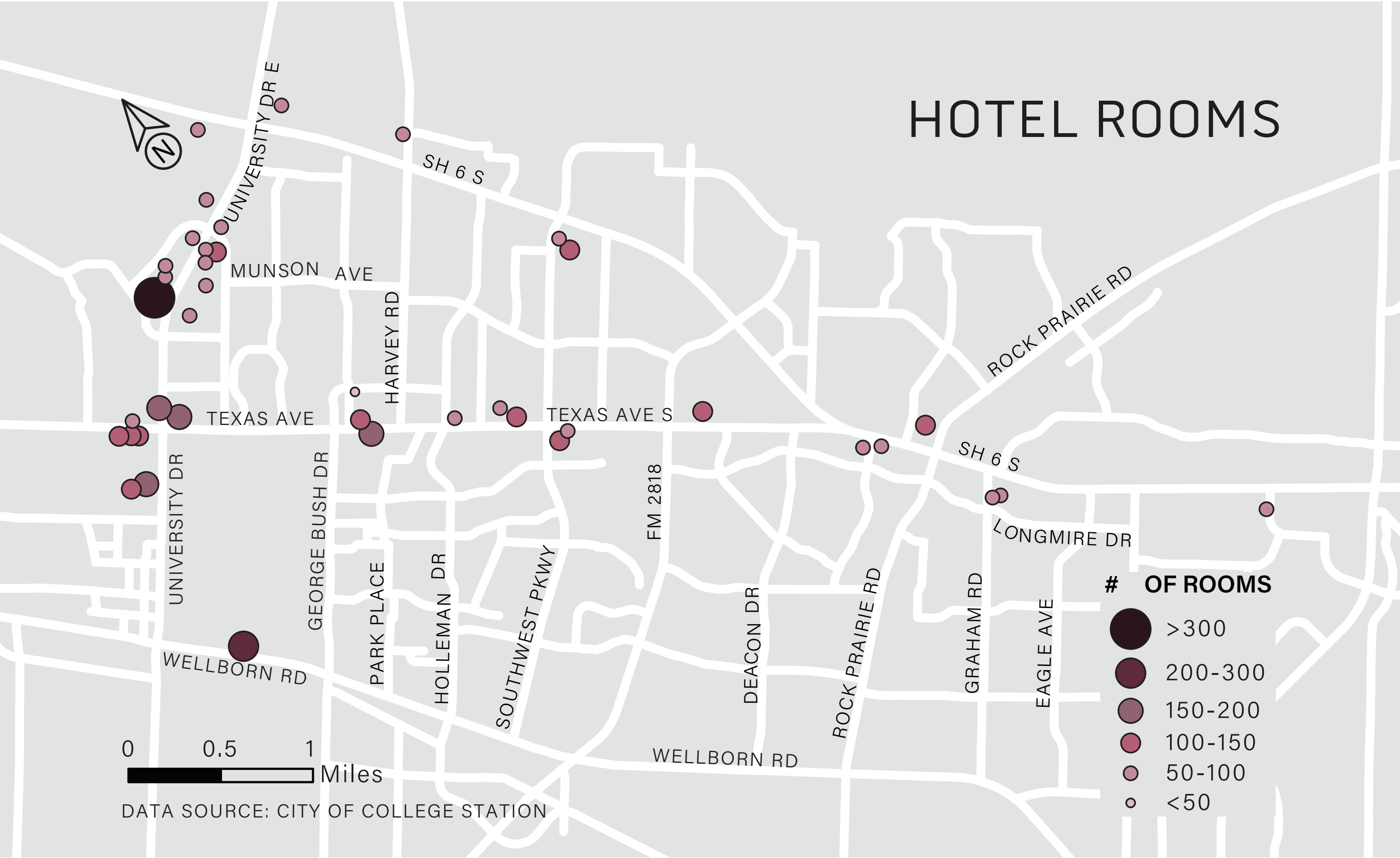


Figure 42: Hotel Rooms by Number of Rooms; Source: City of College Station



LAND USE

This section examines the land use patterns and planning strategies in College Station. It covers the City's growth and annexation history, current and future land use designations, zoning regulations, and the challenges and opportunities facing land use planning in the City. Understanding these elements is crucial for guiding the City's development and ensuring a balanced, sustainable urban environment.

The data on future land use, zoning, and existing land use provides a comprehensive view of how College Station is planning and managing its growth.

City Growth and Annexation

Annexation is a tool for cities to extend land development regulations – particularly zoning – to manage growth and land use to implement the comprehensive plan. Subsequently, annexation also extends the City's ETJ boundaries, enabling it to regulate the subdivision of land over a larger area.

Since incorporation in 1938, the City of College Station has actively annexed property into its City limits. Between 1938 and 1960, the areas primarily surrounding Texas A&M University were brought into the City limits. By 1980, the City had expanded along Earl Rudder Freeway (State Highway 6) down to Greens Prairie Road, currently referred to as William D. Fitch Parkway. Annexations after 1990 expanded the City limit lines further east along Carter Creek and south and west along Wellborn Road.

CITY LIMITS IN SQUARE MILES OVER TIME

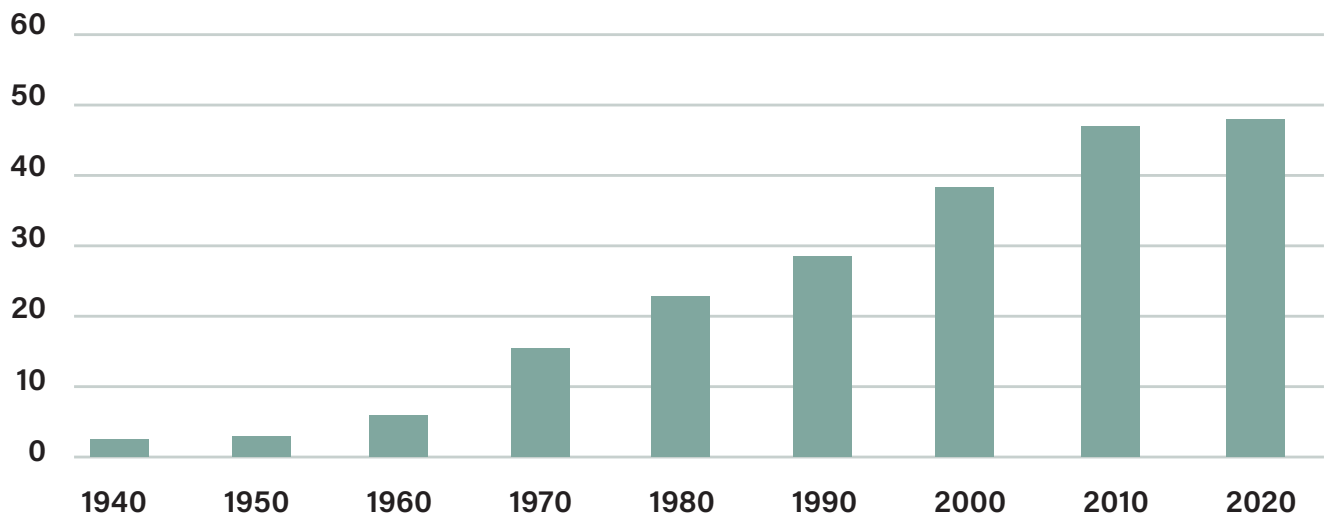


Figure 43: Growth of College Station's City Limits (1940-2020); Source: City of College Station

ANNEXATION

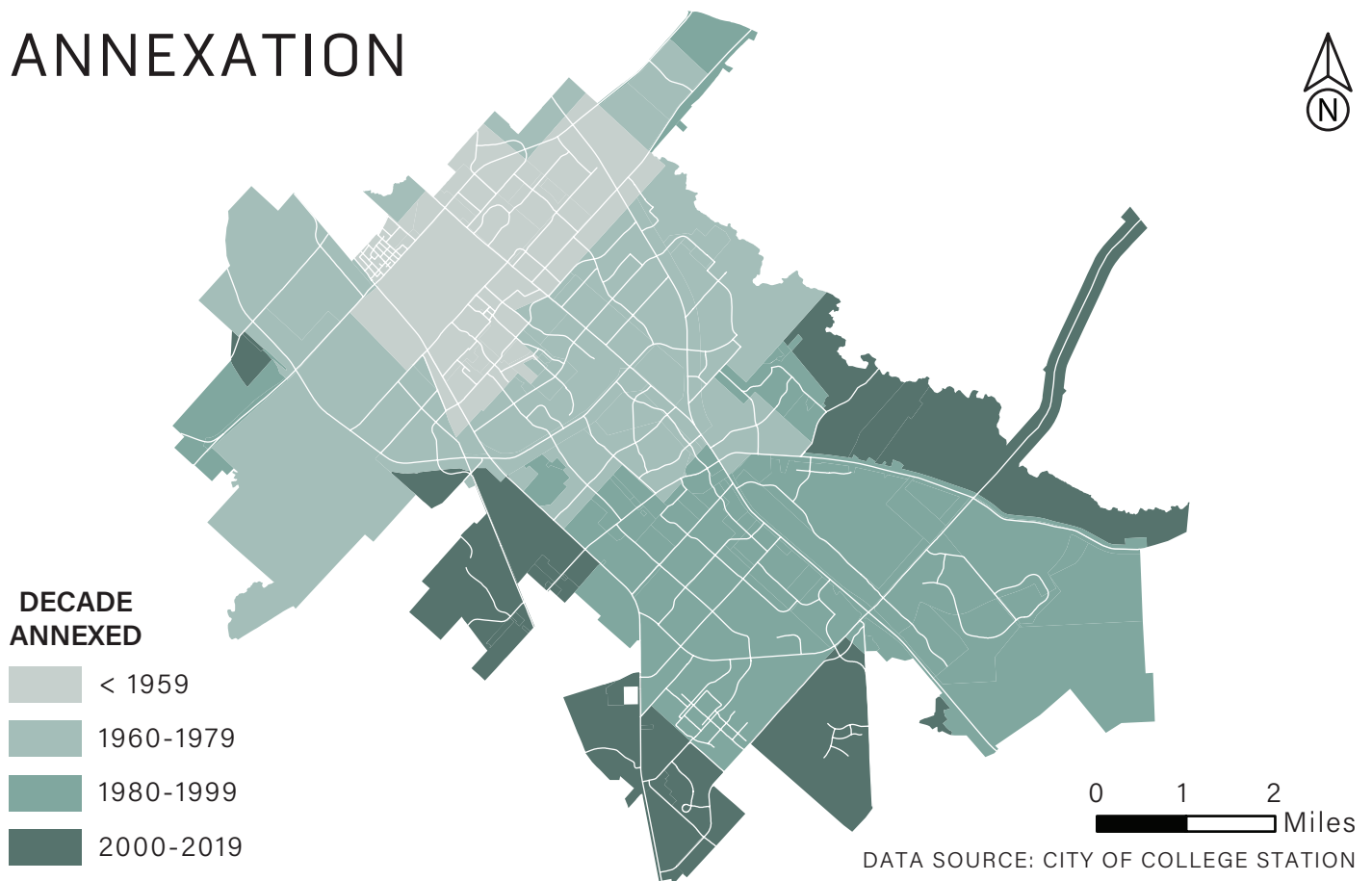


Figure 44: Annexation by Decade Map; Source: City of College Station

At the time of incorporation, the City's ETJ extended one mile beyond the City limits. As a result of annexations and population growth, the City's ETJ expanded as prescribed by the Texas Local Government Code.

Table 17: Extent of Extraterritorial Jurisdiction Over Time; Source: City of College Station

ETJ Boundary - Miles beyond City Limits	Population threshold	Year of Expansion
2	25,000	1974
3.5	50,000	1980
5	100,000+	2018

In 2006, the City began the process of creating an annexation program for properties in the ETJ with an agricultural exemption. The Texas legislature enacted a State law to preserve agricultural land and protect it from municipal annexation. As a part of the law, the City was required to offer development agreements to the property owners of agriculturally appraised land, which protects the land from annexation for 10 years if the property maintains agricultural status and remains undeveloped. As of 2018, the City has entered into development agreements that cover 2,211 acres of agricultural land initially proposed for annexation.

NON-ANNEXATION AGREEMENTS

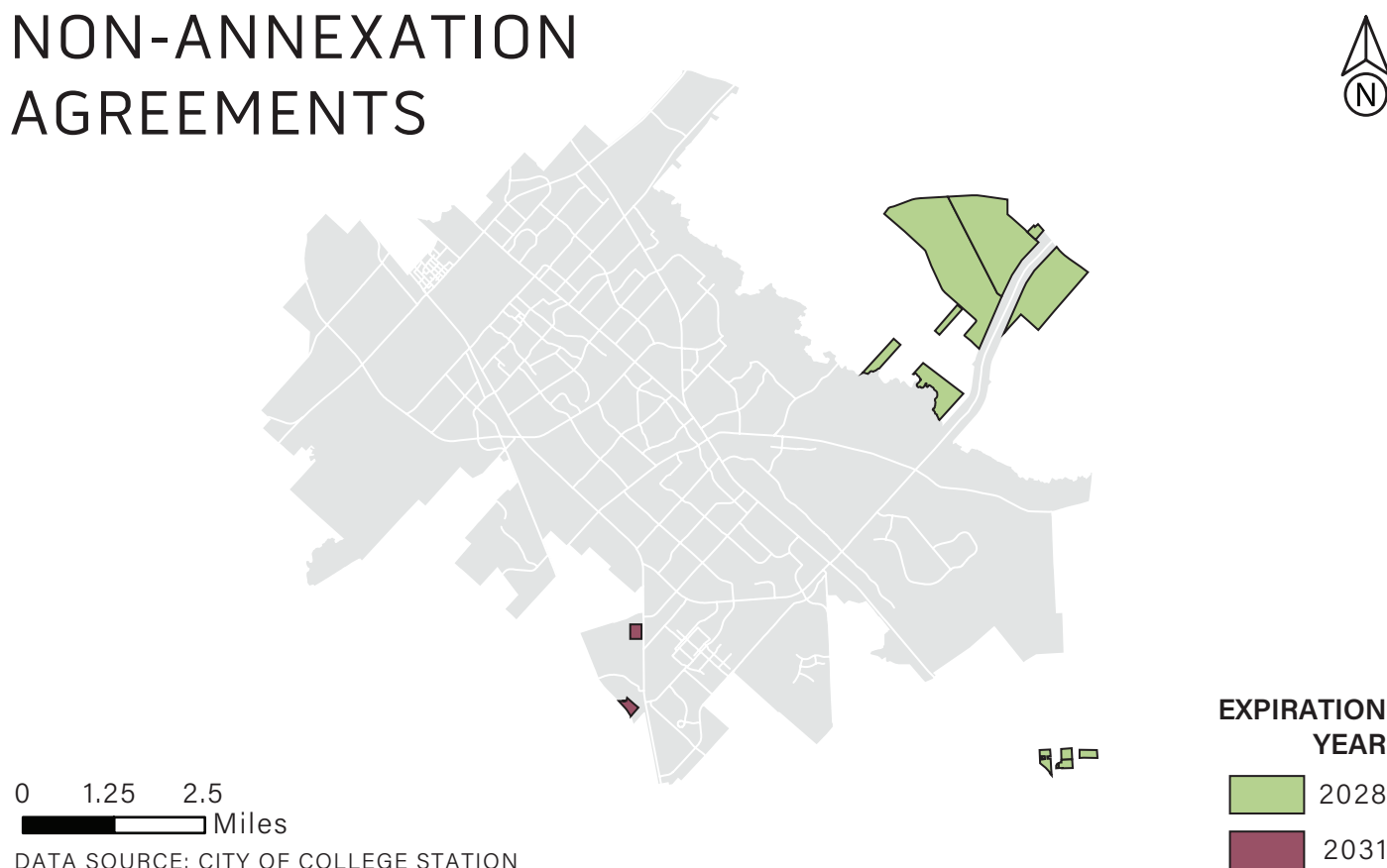


Figure 45: Non-Annexation Agreements Map; Source: City of College Station

On May 24, 2019, municipal annexation as it existed over the last century was stopped by House Bill 347 (HB347), removing the ability of cities to unilaterally annex new territory. Prior to HB347, annexations were a key tool for cities to manage population growth and ensure financial security for infrastructure and facilities that provide municipal services (Texas Municipal League 2019). This landmark legislation significantly altered the landscape for municipal growth in Texas, requiring most annexations by cities in Texas to receive landowner or voter approval. The City of College Station annexed four acres at the request of the property owner in 2019 under the new annexation regulations. This property was surrounded by the College Station city limits and as so situated, did not expand the city's extra-territorial jurisdiction.

State law allows cities to annex areas without consent if the area is subject to a Strategic Partnership Agreement, which defines the option and timing for future annexation through the agreement. College Station currently has two Strategic Partnership Agreements—one for Brazos County Municipal Utility District No. 1 (Southern Pointe), and one for Brazos County MUD No. 2 (Millican Reserve). The City anticipates additional MUDs will be added to Millican Reserve as development progresses in phases. MUDs also allow cities to control growth through Development Agreements.

PLATTED GROWTH

Platting involves creating a detailed map of a property showing how it will be divided into lots. The platting process prepares a property for development and subdivision by ensuring it can be properly served by utilities, can access the transportation network, and meets zoning requirements. Growth and platting activity during College Station's early years reflects the influence of Texas A&M University as the physical, economic, and social center. Over the years, platting activity has steadily expanded outward, particularly to the south. By interlocal agreement, the City does not review plats in the portions of the ETJ within Burleson and Grimes Counties. From 2019 to 2023, the city processed 67 final plats covering 738 acres.

PLATTED GROWTH HISTORY

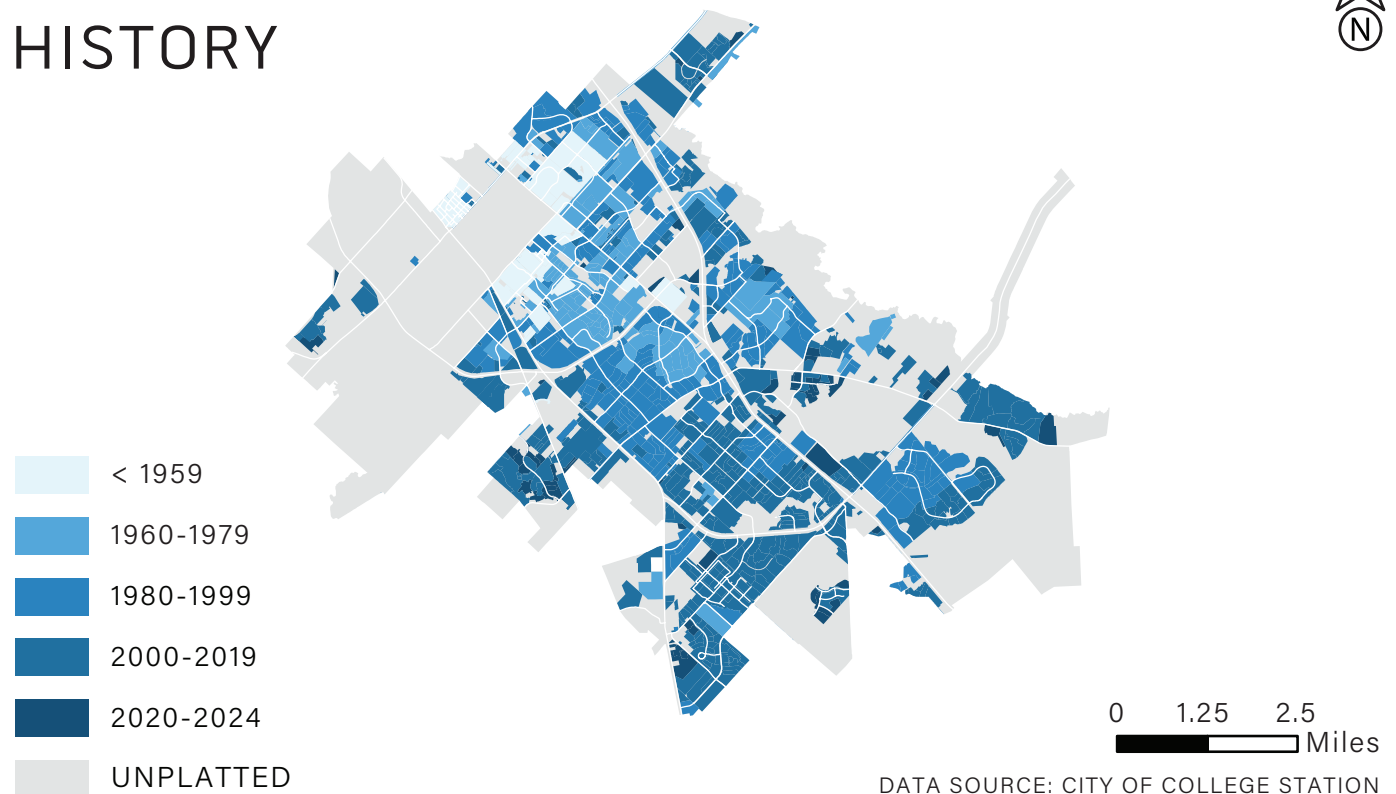


Figure 46: Platted Growth Over Time; Source: City of College Station

FUTURE LAND USE & CHARACTER

The Future Land Use and Character Map (FLU Map) is the part of the City's Comprehensive Plan that represents the community's desired future land use pattern. The future land use categories included within the Comprehensive Plan (Chapter 2, Distinctive Places) serve as policy guides and set expectations for how land within the City of College Station should be developed and used in the future. Those who seek a zoning change either need to comply with the Future Land Use and Character Map or seek a Comprehensive Plan amendment.

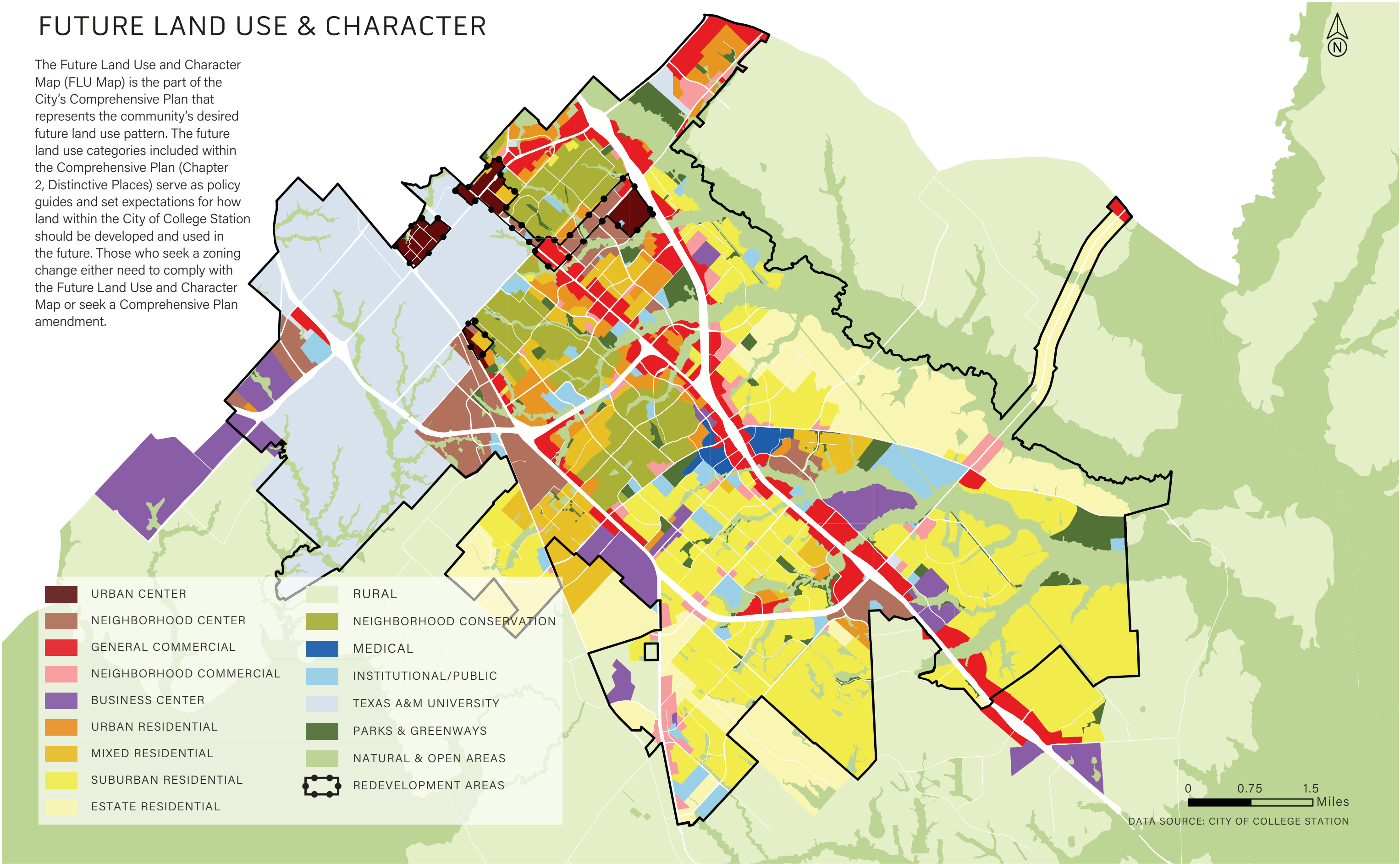


Figure 47: Future Land Use and Character Map; Source City of College Station

Table 18: Acres of Future Land Use by Type; Source: Planning and Development Services

Land Use Type	Acres	Percent
Residential	14,835.6	45.54%
Natural Areas	5,129.4	15.74%
Texas A&M University	4,884.1	14.99%
Commercial/Industrial	4,745.8	14.57%
Mixed-Use	1,591.5	4.89%
Civic	1,145	3.51%
Rural	247.9	0.76%

ACRES OF FUTURE LAND USE BY TYPE

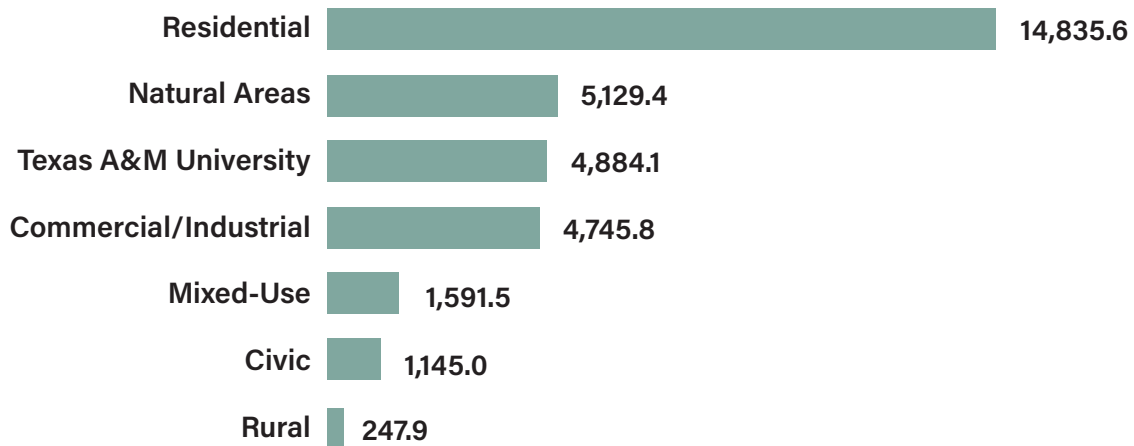


Figure 48: Acres of Future Land Use by Type; Source: Planning and Development Services

Table 19: Percent of Residential Land Use Types; Source: Planning and Development Services

Residential Land Use Type	Percent
Suburban Residential	47.71%
Estate Residential	24.91%
Neighborhood Conservation	12.10%
Mixed Residential	8.78%
Urban Residential	6.50%

Table 20: Percentage of Commercial Land Use Types; Source: City of College Station

Commercial Land Use Type	Percent
General Commercial	42.45%
Business Center	40.41%
Neighborhood Commercial	17.14%

While the Future Land Use and Character Map provides a vision for College Station's development, there are notable differences between planned land use and zoning.

Table 21: Comparisons of Future Land Use and Zoning by Category

Category	Future Land Use	Zoning
Residential	14,836	11,697
Commercial	4,746	3,680
Mixed-Use	1,592	537
Rural	248	9,705

Comprehensive Plan Amendments

The Comprehensive Plan is a living document, subject to amendments as the community's needs and circumstances change. The Unified Development Ordinance (UDO) requires that all zoning map amendments (rezoning) follow the Comprehensive Plan. The majority of amendments that are considered are at the request of a property owner as they seek a zoning designation for their property that is not aligned with the Future Land Use and Character Map.

Table 22: Comprehensive Plan Amendments 2019-2023

Comprehensive Plan Amendments	2019	2020	2021	2022	2023	Grand Total
APPROVED	5	2	3	6	3	19
DENIED	1	2	1	0	0	4
TOTAL	6	4	4	6	3	23
PERCENT APPROVED	83%	50%	75%	100%	100%	83%

From 2019 to 2023, a total of 23 Comprehensive Plan amendments were considered by the City Council, with 19 ultimately approved, resulting in an overall approval rate of 83%. The majority of the amendments considered were initiated by private property owners, while 7 of the CPAs were city-initiated amendments, as listed in Table 25.

Table 23: City Initiated Amendments to the Comprehensive Plan 2019-2023

City-Initiated Comprehensive Plan Amendment	Status	Date
Thoroughfare Plan – Thousand Oaks Ranch	Approved	02/11/2020
Economic Development Master Plan	Approved	03/31/2020
10-Year Comprehensive Plan Update	Approved	07/20/2021
Plan Update – Neighborhood Center Amendment	Approved	03/07/2022
Sunsetting Small Area Plans	Approved	10/04/2022
Northeast Gateway Redevelopment Plan	Approved	07/14/2023
Wellborn District Plan Update	Approved	07/14/2023

Zoning

Properties in the city limits are subject to zoning, which provides a property's legal entitlements regarding the types of allowed land uses, dimensional standards, and form. At the time of annexation, land is given the residential/agricultural zoning classification of Rural, with the expectation that a rezoning request will be made for new development that requires a more intense classification.

ZONING

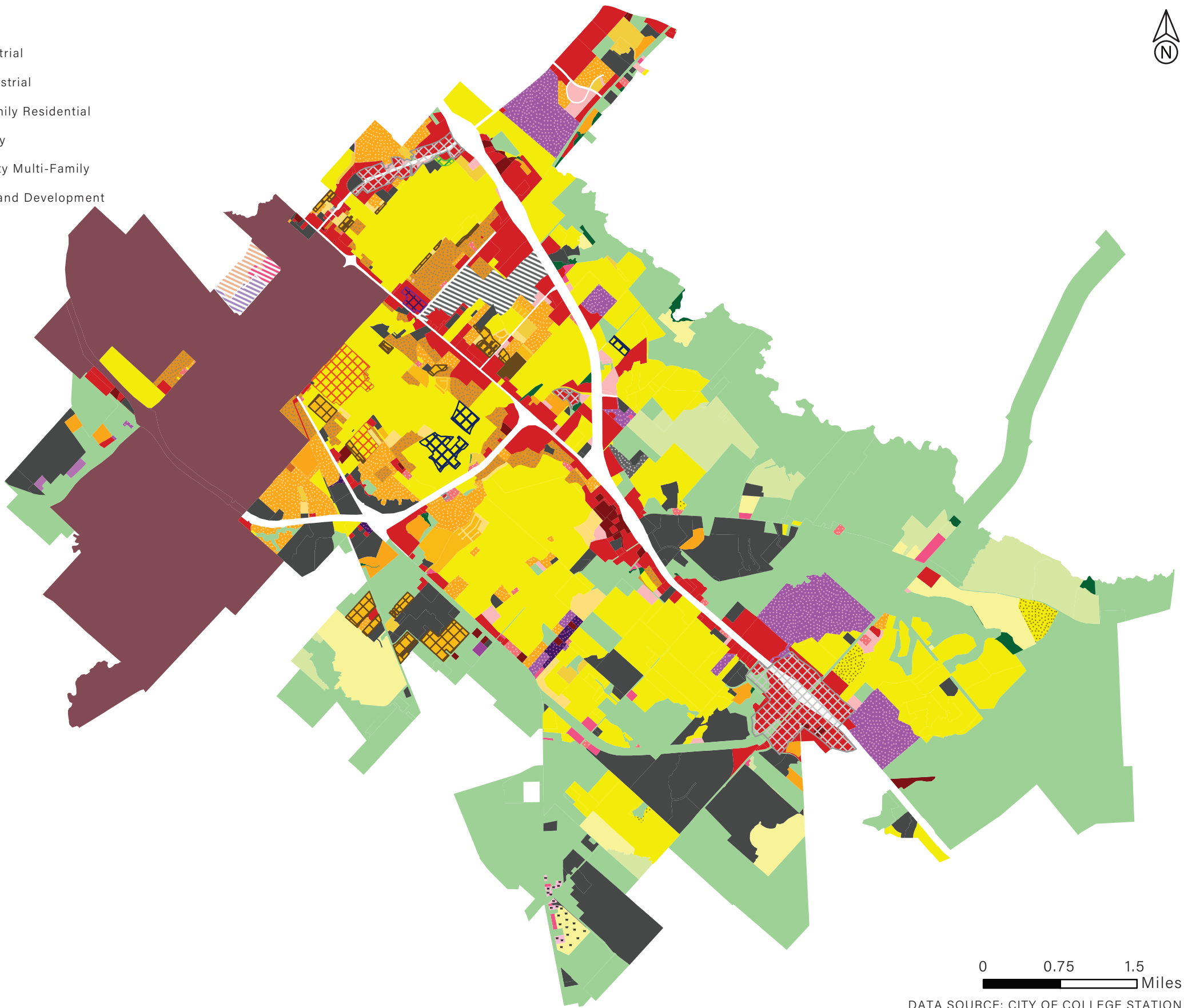
- NAP Natural Areas Protected
- R Rural
- W W

WE Wellborn Estate
- E Estate
- W W

WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhouse
- MH Middle Housing
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Homes
- O Office
- W W

WC Wellborn Commercial
- SC Suburban Commercial
- GC General Commercial
- CI Commercial Industrial
- BP Business Park
- BPI Business Park Industrial
- C-U College and University
- P-MUD Planned Mixed-Use Development
- PDD Planned Development District
- NG-1 Core Northgate
- NG-2 Transitional Northgate
- NG-3 Residential Northgate
- WPC Wolf Pen Creek
- OV Corridor Overlay
- RDD Redevelopment District
- NPO Neighborhood Prevailing Overlay
- NCO Neighborhood Conservation Overlay
- ROO Restricted Occupancy Overlay
- HOO High Occupancy Overlay
- C-3 Light Commercial

- M-1 Light Industrial
- M-2 Heavy Industrial
- R-1B Single Family Residential
- R-4 Multi-Family
- R-6 High Density Multi-Family
- R&D Research and Development



0 0.75 1.5 Miles
DATA SOURCE: CITY OF COLLEGE STATION

Figure 49: Zoning Map of College Station, Texas; Source: City of College Station

Zoning data reveals that residential zones dominate at 32.35%, with GS General Suburban zoning accounting for 60.21% of this category. Multi-family and High-Density Multi-Family zones together represent less than 15%.

Commercial and industrial zoning makes up 10.68%, with the majority being GC General Commercial (60.09%).

Table 24: Acres of Zoning by Category; Source: Planning and Development Services

Zoning Category	Acres	Percent
Residential	10,301	32.35%
Rural	9705	30.47%
Texas A&M University	5,472	17.18%
Commercial/Industrial	3,400	10.68%
Planned Development District	2,604	8.18%
Design Districts	273	0.86%
Natural Areas Protected	87	0.27%
Mixed-Use	3.7	0.01%

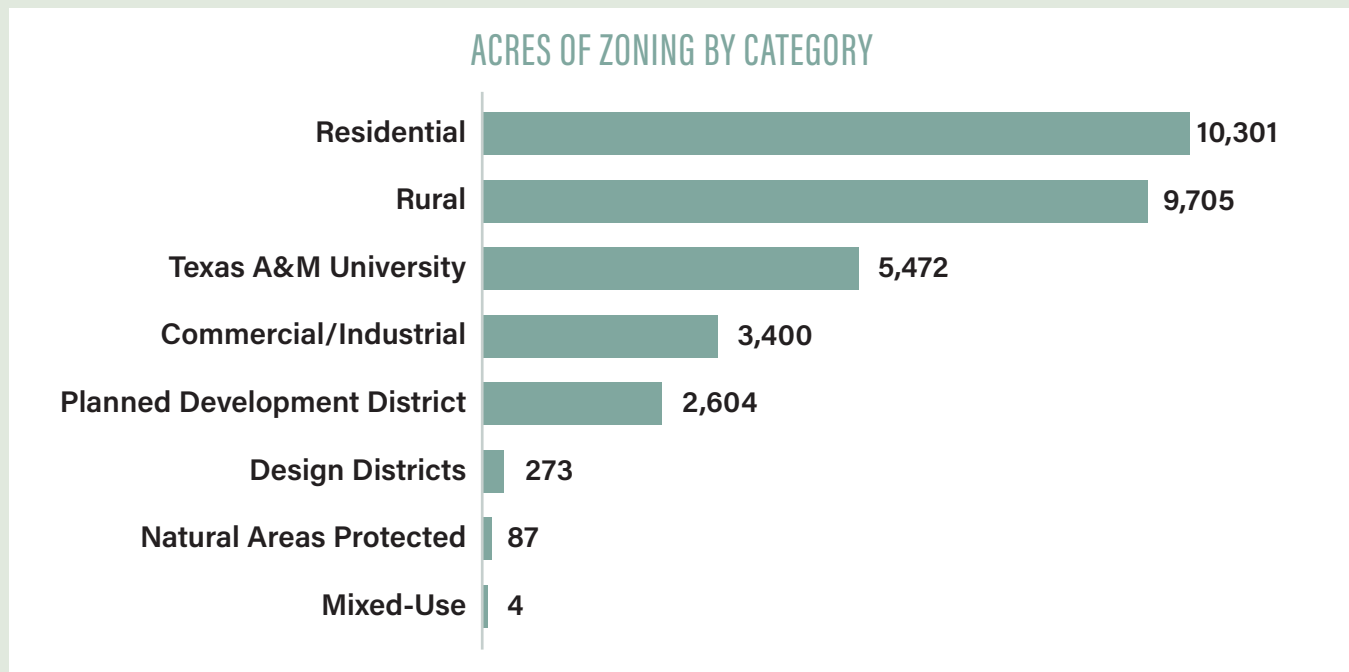


Figure 50: Acres of Zoning by Category; Source: Planning and Development Services

Table 25: Acres of Residential Zoning by Type; Source: Planning and Development Services

Residential Zoning Type	Acres	Percent
General Suburban	6,203	60.21%
Estate	893	8.67%
Multi-Family	805	7.82%
High Density Multi-Family	754	7.32%
Restricted Suburban	724	7.03%
Middle Housing	365	3.55%
Duplex	187	1.81%
Townhouse	175	1.70%
Single-Family Residential	116	1.12%
Wellborn Restricted Suburban	55	0.53%
Manufactured Home Park	25	0.24%

Within the broader zoning framework, College Station employs special overlay districts to address specific characteristics and concerns. Two key examples are the neighborhood Restricted Occupancy Overlay (ROO) and High Occupancy Overlay (HOO) districts, which regulate the number of unrelated individuals who can live in a single-family home. The city has 219 acres of High Occupancy Overlay, approximately 11.4% of available acreage (middle housing, mixed use, and multifamily zoning districts). 112.8 acres of Restricted Occupancy Overlay have been established, just 1.8% of all general suburban/ single-family acreage.

Table 26: Acres of Commercial and Industrial Zoning by Type; Source: Planning and Development Services

Commercial / Industrial Zoning Type	Acres	Percent
General Commercial	2,043	60.09%
Light Industrial	804.7	23.67%
Office	177.1	5.21%
Commercial Industrial	134.7	3.96%
Suburban Commercial	74.8	2.20%
Light Commercial	66.6	1.96%
Heavy Industrial	37.6	1.11%
Research & Development	24.9	0.73%
Business Park	15.9	0.47%
Wellborn Commercial	13.5	0.40%
Business Park Industrial	7.4	0.22%

Existing Land Use

Existing land use shows a substantial portion (40.83%) of the city's land remains undeveloped or used for agriculture. Currently, residential use makes up 33.23% (11,738.4 acres) of the city's land, dominated by single-family homes (80.69%). There are smaller percentages of multi-family housing (12.17%) and mixed-use developments (0.15%). Existing commercial and industrial uses currently make up only 4.59% (1,619.9 acres) of land use, with commercial dominating this category.

Table 27: Acres of Existing Land Uses by Category; Source: Planning and Development Services

Existing Land Use Category	Acres	Percent
Undeveloped & Agricultural	14,422.1	40.83%
Residential	11,738.4	33.23%
Texas A&M University	5,339.2	15.11%
Civic	1,825.8	5.17%
Commercial & Industrial	1,619.9	4.59%
Other	379.6	1.07%

EXISTING LAND USES BY CATEGORY

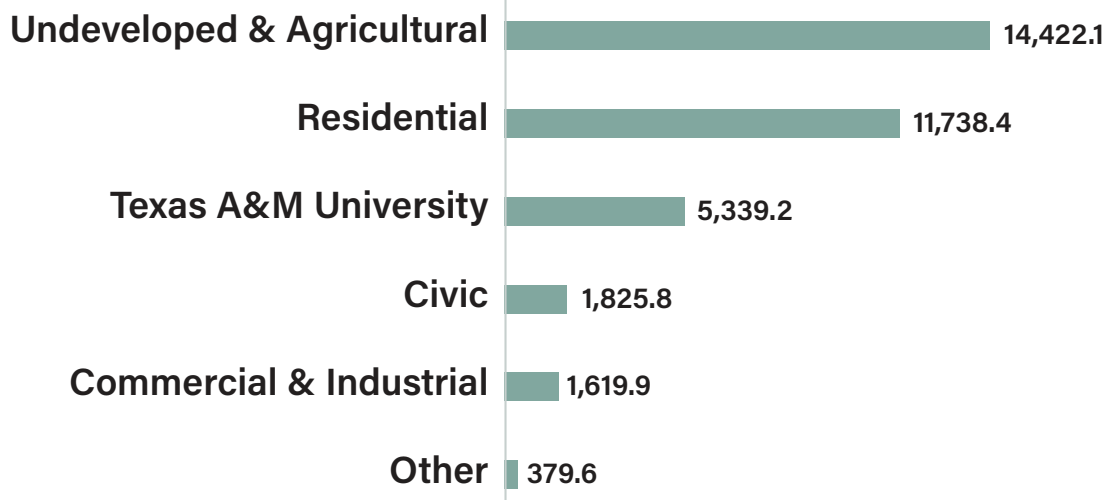


Figure 51: Existing Land Uses by Category; Source: Planning and Development Services

EXISTING LAND USE IN THE CITY LIMITS

- SINGLE-FAMILY RESIDENTIAL (INCLUDING TOWNHOUSE)
- DUPLEX RESIDENTIAL
- MULTI-FAMILY
- MIXED-USE
- GROUP QUARTERS (NURSING HOME, DORM, ETC)
- MOBILE/MANUFACTURED HOME
- COMMERCIAL RETAIL (BANKS, HOTELS, ETC)
- COMMERCIAL OFFICE
- COMMERCIAL OTHER (AMUSEMENT, SERVICE STATION, ETC)
- COMMERCIAL - INDUSTRIAL (WAREHOUSING/DISTRIBUTION)
- LIGHT INDUSTRIAL
- PUBLIC FACILITIES (COCS, CSISD, LIBRARY, ETC)
- SEMI-PUBLIC (RELIGIOUS, HOSPITALS, ETC)
- TAMU (EASTERWOOD)
- TRANSPORTATION, UTILITIES & COMMUNICATION
- PARK (PRIVATE & PUBLIC)
- GREENWAY
- DRAINAGE
- COMMON AREA
- AGRICULTURAL
- RURAL (LARGE LOT, >= 5 ACRES)
- UNIMPROVED

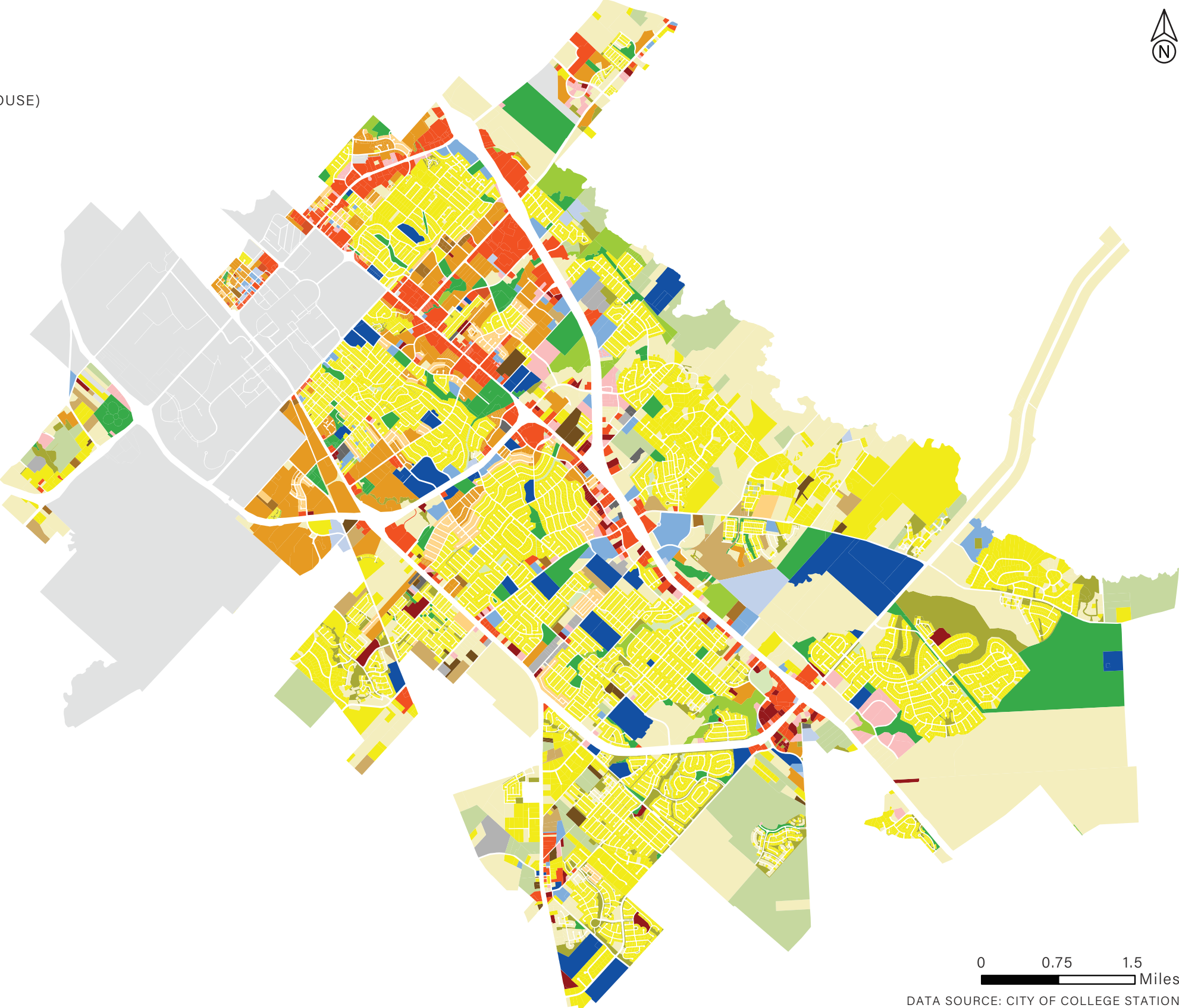


Figure 52: Existing Land Uses; Source: City of College Station

RESIDENTIAL LAND USES

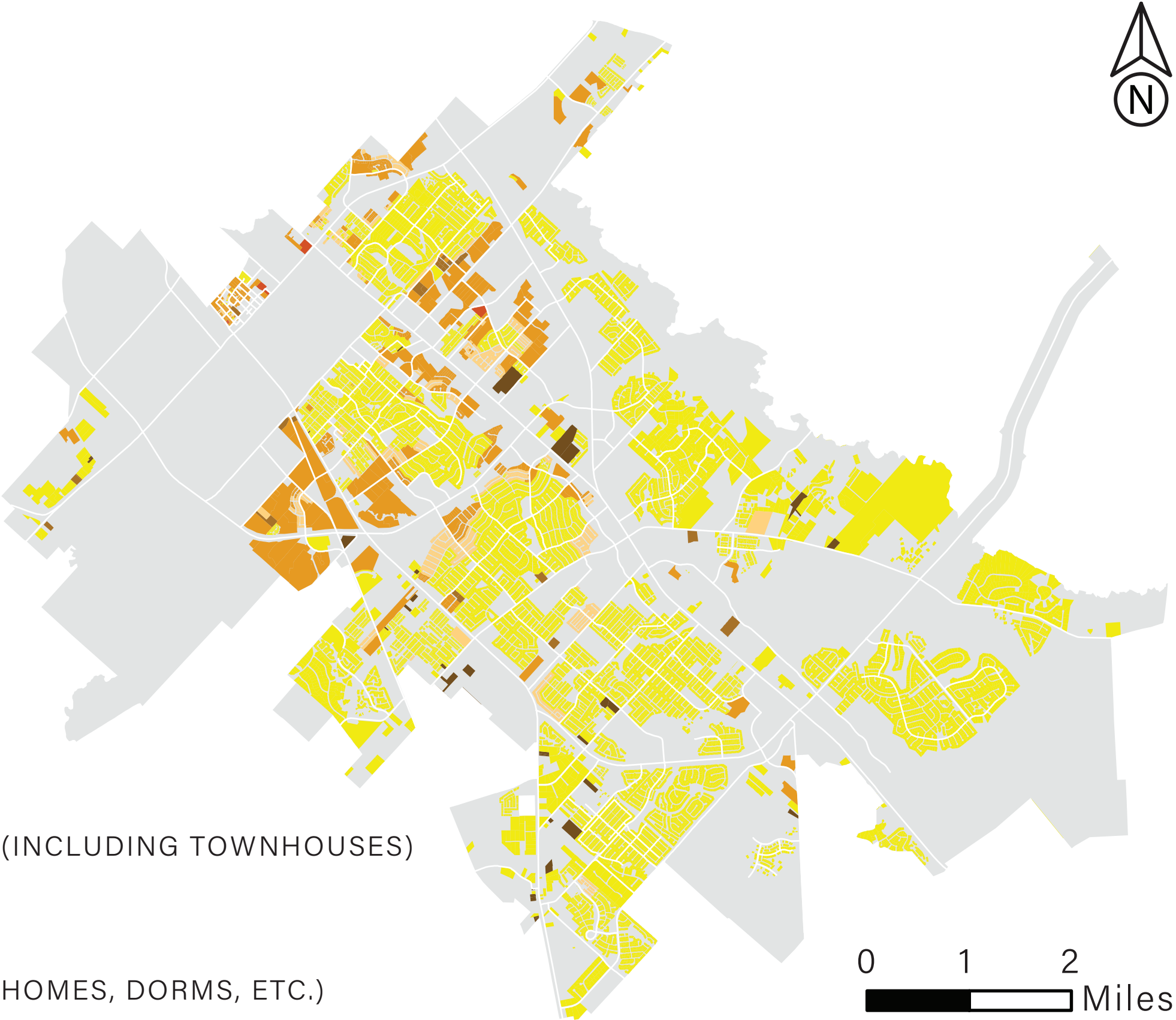
College Station offers a variety of housing types, from single-family homes on different lot sizes to apartments, duplexes, and townhomes. About 32% of land in College Station is used for non-rural residential. In addition to this increase in residential acreage, the City has also seen projects with increased density, particularly in the Northgate Redevelopment Area.

Table 28: Acres of Existing Residential Uses by Type;
Source: City of College Station

Existing Residential Uses by Type	Acres	Percent
Single-Family Residential	9472	80.69%
Multi-Family	1428.1	12.17%
Duplex Residential	389.1	3.31%
Mobile/Manufactured Home	356.6	3.04%
Group Quarters	75.4	0.64%
Mixed-Use	17.2	0.15%

EXISTING RESIDENTIAL LAND USES

- SINGLE-FAMILY RESIDENTIAL (INCLUDING TOWNHOUSES)
- DUPLEX RESIDENTIAL
- MULTI-FAMILY
- GROUP QUARTERS (NURSING HOMES, DORMS, ETC.)
- MOBILE/MANUFACTURED HOMES



DATA SOURCE: CITY OF COLLEGE STATION

Figure 53: Existing Residential Uses by Type; Source: City of College Station

COMMERCIAL & INDUSTRIAL LAND USES

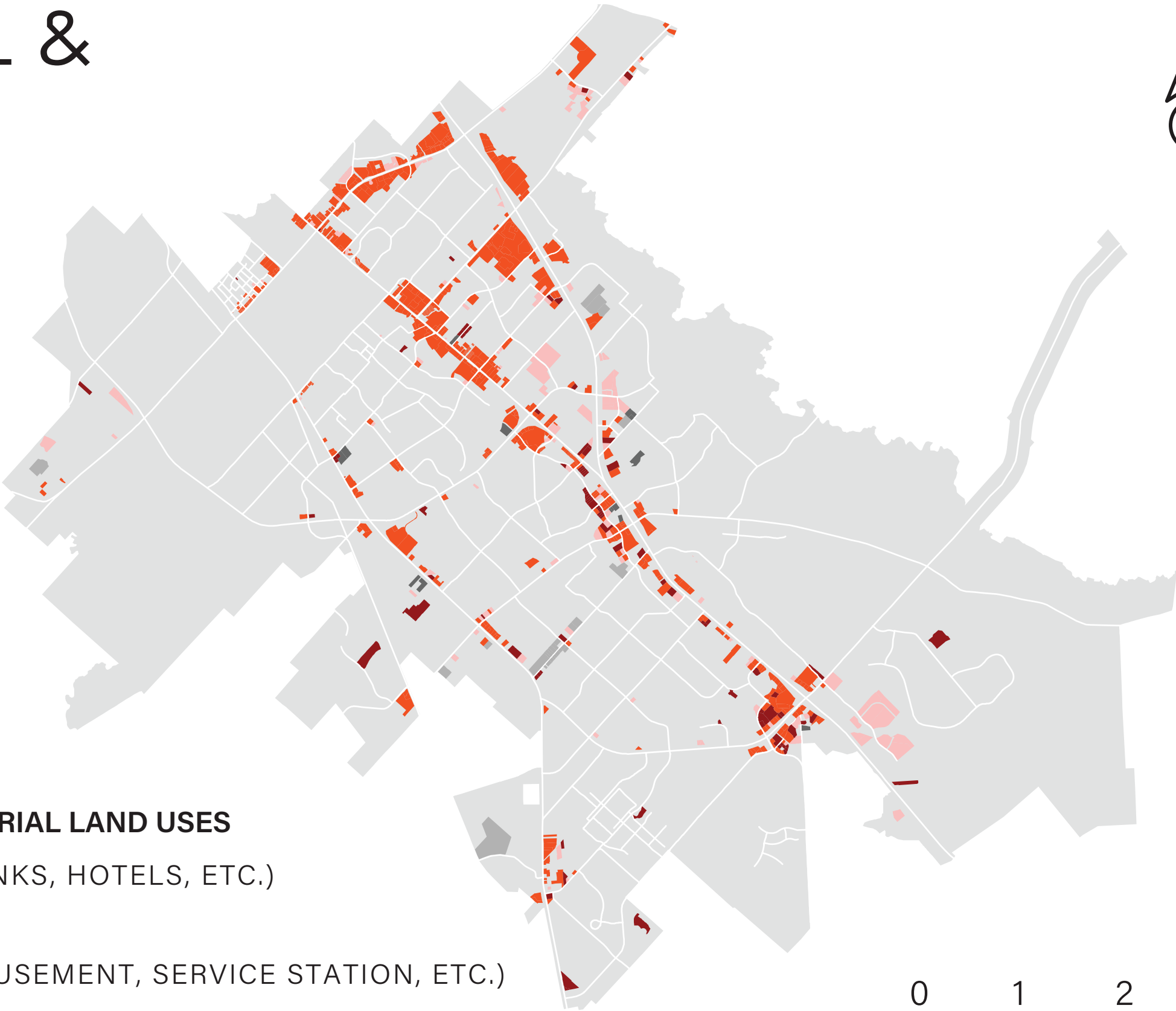
Just over half of the land area that has been planned for commercial and industrial uses has been developed for such uses. Approximately 1,920 acres of land within College Station have been commercially or industrially developed, the majority for retail commercial uses.

Table 29: Existing Commercial and Industrial Land Uses;
Source: City of College Station

Existing Commercial/Industrial Uses by Type	Acres	Percent
Commercial Retail	1149	54.51%
Commercial Office	390	18.50%
Commercial Other	329.8	15.65%
Light Industrial	151	7.17%
Commercial - Industrial	88	4.17%

EXISTING COMMERCIAL & INDUSTRIAL LAND USES

- COMMERCIAL RETAIL (BANKS, HOTELS, ETC.)
- COMMERCIAL OFFICE
- COMMERCIAL OTHER (AMUSEMENT, SERVICE STATION, ETC.)
- COMMERCIAL - INDUSTRIAL (WAREHOUSING/DISTRIBUTION)
- LIGHT INDUSTRIAL



DATA SOURCE: CITY OF COLLEGE STATION

Figure 54: Existing Commercial and Industrial Land Uses; Source: City of College Station

UNDEVELOPED & AGRICULTURAL LAND USES

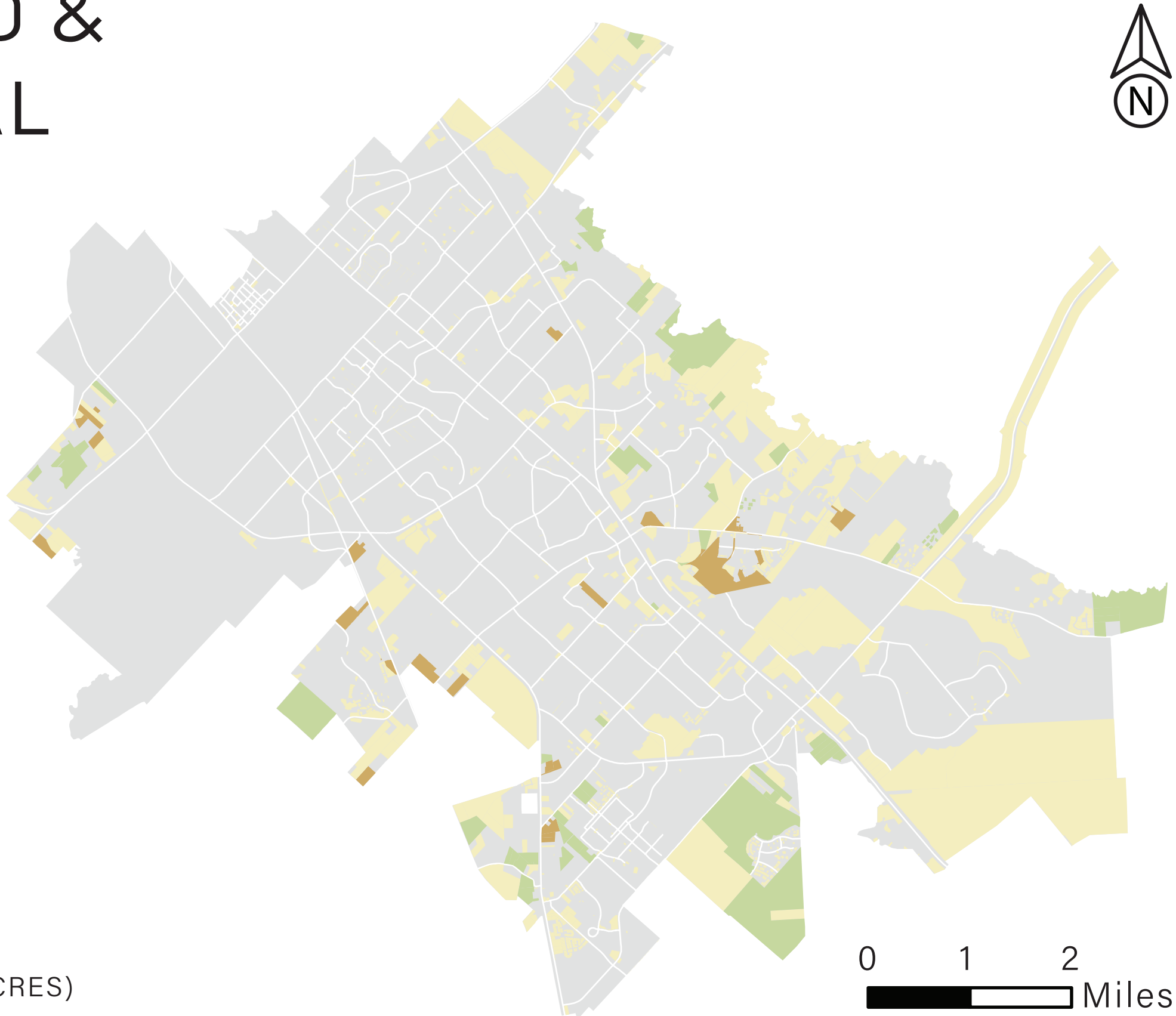
Agricultural land accounts for 528.3 acres, representing 3.66% of the total land use in this category. Undeveloped, unplatted land makes up the largest share, totaling 8,557.1 acres or 59.33% of the area. Undeveloped platted land follows with 2,715.6 acres (18.83%). Rural land, defined as large lots of five acres or more, covers 1,627.4 acres, equivalent to 11.28%. Finally, common areas encompass 993.6 acres, representing 6.89%.

Table 30: Existing Undeveloped and Agricultural Land Uses;
Source: City of College Station

Existing Undeveloped and Agricultural Uses by Type	Acres	Percent
Undeveloped Unplatted	8557	59.33%
Undeveloped Platted	2716	18.83%
Rural	1627	11.28%
Common Area	994	6.89%
Agricultural	528	3.66%

EXISTING UNDEVELOPED, RURAL & AGRICULTURAL LAND USES

- AGRICULTURAL
- RURAL (LARGE LOTS, >= 5 ACRES)
- UNIMPROVED



DATA SOURCE: CITY OF COLLEGE STATION

Figure 55: Existing Undeveloped and Agricultural Land Uses; Source: City of College Station

Parks constitute the largest portion of civic uses, covering 1,501.6 acres or 45.13% of the total. Public facilities account for 997.1 acres, representing 29.97%, followed by semi-public spaces at 459.2 acres (13.80%). Greenways, which include open and natural spaces, make up the smallest share, totaling 369.3 acres or 11.10%.

Table 31: Existing Civic Uses by Type; Source: City of College Station

Existing Civic Uses by Type	Acres	Percent
Parks	1502	45.13%
Public Facilities	997	29.97%
Semi-Public	460	13.80%
Greenways	369	11.10%





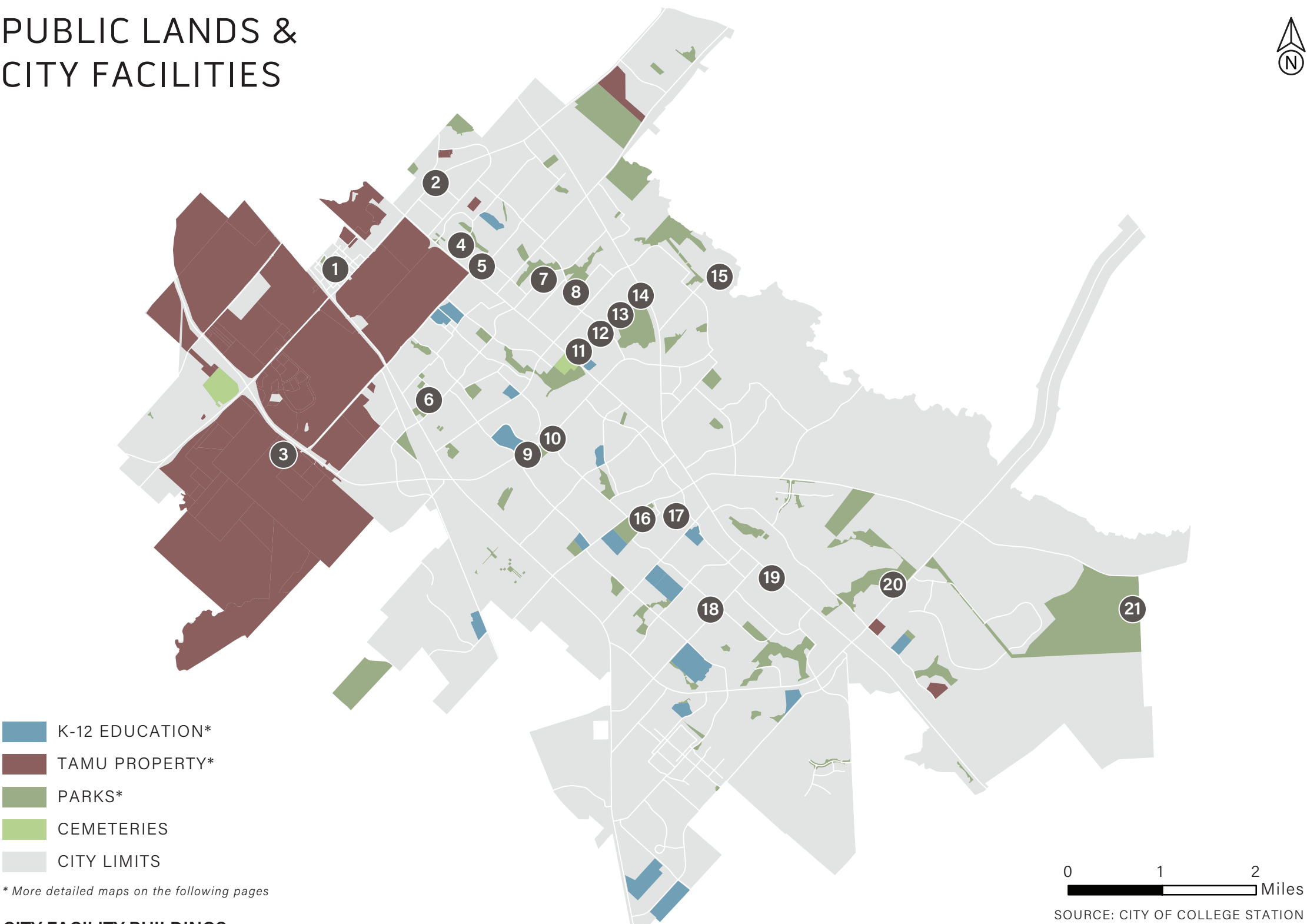
PUBLIC FACILITIES

The City plans, maintains and invests in the infrastructure, facilities, services, personnel, and equipment required to meet projected needs and opportunities to accommodate growth. This section includes updated information regarding electric, water, wastewater, sanitation, police, fire, parks, K-12 education, and higher education related to the city's growth and development patterns.

Public Lands and City Facilities

The City has 152 municipal buildings and 73 park areas. Park areas cover 2,004.6 acres of land and consist of 50 neighborhood parks, 15 community parks, 6 recreational areas, and 2 cemeteries. College Station Independent School District (CSISD) has 19 school properties and Texas A&M University has 130 properties, including Easterwood Airport.

PUBLIC LANDS & CITY FACILITIES



* More detailed maps on the following pages

CITY FACILITY BUILDINGS

- | | | | | |
|----------------------------|-----------------------------------|-----------------------------|-------------------------------|--------------------|
| 1 NORTHGATE PARKING GARAGE | 6 LINCOLN RECREATION CENTER | 11 MUNICIPAL COURT | 16 SOUTHWOOD COMMUNITY CENTER | 20 FIRE STATION #5 |
| 2 FIRE STATION #6 | 7 FIRE STATION #1 | 12 UTILITY CUSTOMER SERVICE | 17 UTILITY SERVICE CENTER | 21 LICK CREEK WWTP |
| 3 FIRE STATION #4 | 8 MEYER SENIOR & COMMUNITY CENTER | 13 POLICE STATION | 18 FIRE STATION #3 | |
| 4 CITY HALL | 9 LARRY J RINGER LIBRARY | 14 PARKS & RECREATION | 19 ARTS CENTER | |
| 5 VISITOR CENTER | 10 FIRE STATION #2 | 15 CARTER CREEK WWTP | | |

Figure 56: Public Lands & City Facilities Map; Source: City of College Station

Electric

College Station’s primary electric provider is College Station Utilities (CSU), which is a wholesale power purchaser and does not have generation capabilities. The data on electricity consumption and infrastructure in College Station offers insights into the city’s energy demand and the capacity of its electrical system. Over the years, annual electricity consumption has steadily increased, reflecting growth in population, development, and economic activities. The consumption figures, from 913 million kWh in 2019 to just under 1 billion kWh in 2023, signify a consistent rise in energy needs. The peak in 2022 at 998.4 million kWh suggests that both residential and commercial activities have surged in recent years.

Table 32: Annual Electric Consumption;
Source: College Station Utilities

Year	KwH (in Millions)
2019	913
2020	884
2021	919
2022	998
2023	993

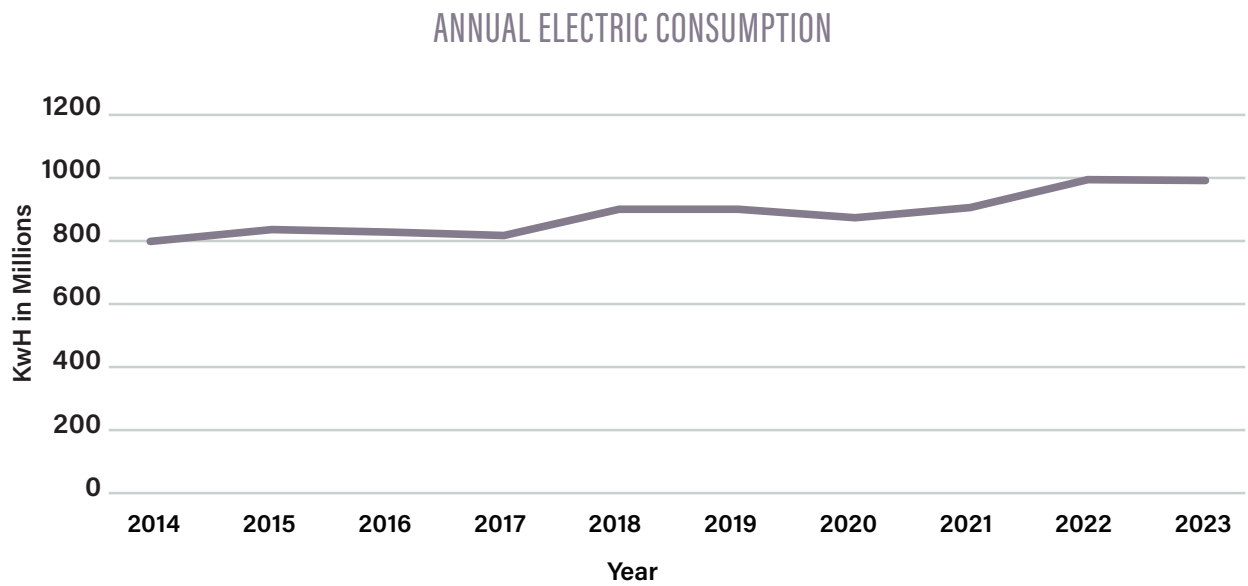
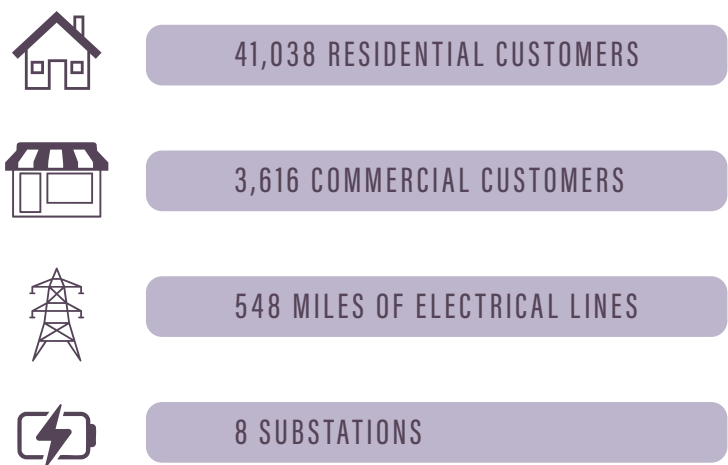


Figure 57: Annual Electric Consumption; Source: College Station Utilities



College Station’s electrical infrastructure includes 548 miles of electrical lines, supported by 8 substations, serving a total of 44,654 customers—41,038 residential and 3,616 commercial. This indicates a robust distribution network designed to meet both the current and growing energy demands. Figure 84 highlights the utility service areas within College Station, showcasing how the infrastructure is spread across the city.

Figure 58: Electric Service Indicators

ELECTRIC SERVICE AREAS

- COLLEGE STATION UTILITIES
- BRYAN TEXAS UTILITIES
- MIDSOUTH ELECTRIC CO-OP
- CITY LIMITS
- ETJ

0 1 2 Miles

DATA SOURCE: PUBLIC UTILITY COMMISSION OF TEXAS

Figure 59: Electric Service Area Map; Source: Public Utility Commission of Texas

Water Services

WATER

College Station pumps water from deep wells located on city-owned land over the Carrizo-Wilcox Aquifer, in the Carrizo, Sparta, and Simsboro Sand formations. College Station disinfects its drinking water with gas chlorine to provide an effective chlorine residual. After the water is disinfected, it is pumped into the water distribution system, which includes elevated storage tanks. The elevated storage tanks provide an adequate supply of water pressure for homes, businesses, and fire protection within the College Station water certificated area (CCN).

College Station's water system includes over 490 miles of water distribution lines, 10 groundwater wells, 2 pump stations, 2 ground water storage tanks, and 3 elevated storage tanks. The water system is rated "Superior" by the State of Texas and has received awards for outstanding operations and maintenance from the Environmental Protection Agency (EPA). The city has approximately 117,571 residential water consumers and sees an average consumption of 130 GPCD per person per day. Notably, the City saw annual water consumption exceed 5,000 million gallons of water starting in 2022. Due to the recent increase in water consumption, the average annual water consumption between 2019 and 2023 was 5,004.92 million gallons. Currently the City has approved well permits for the construction of three new groundwater wells.

Water consumption also reflects a growth pattern, with usage steadily increasing from around 4,000 million gallons (MG) in 2014 to over 5,900 MG in 2022.

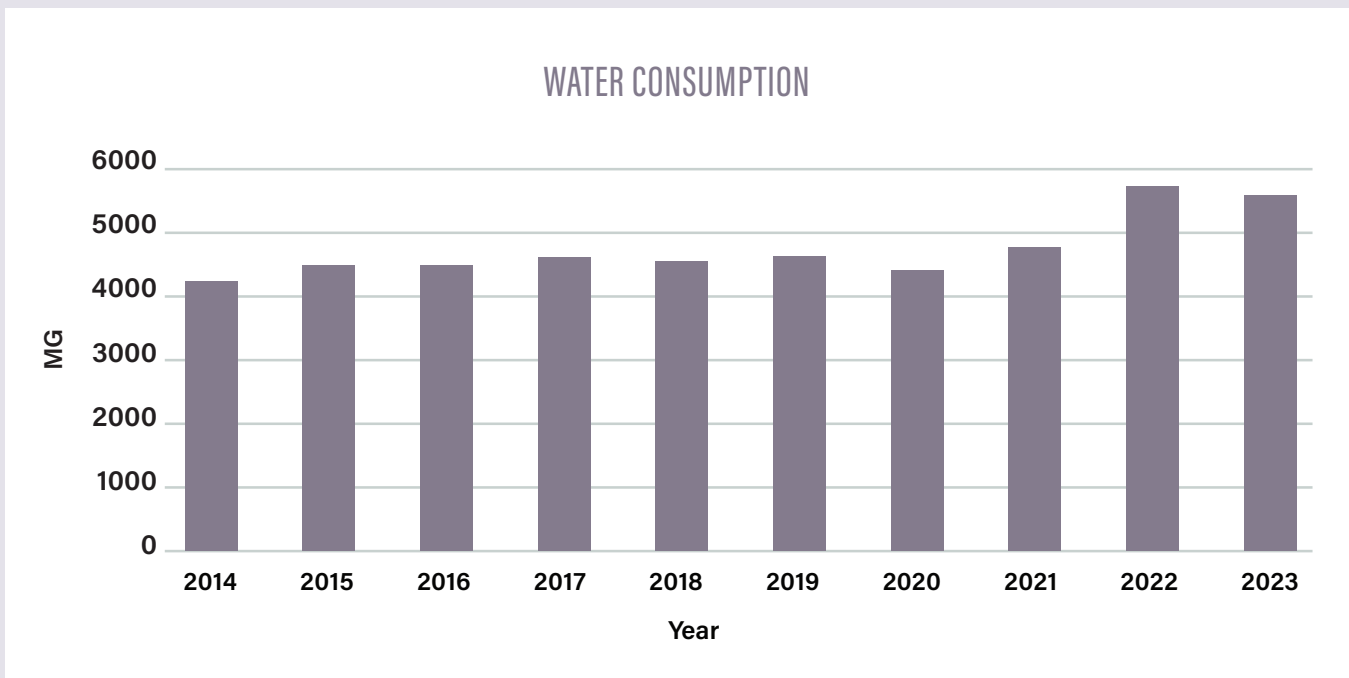


Figure 60: Water Consumption by Year; Source: College Station Water Services

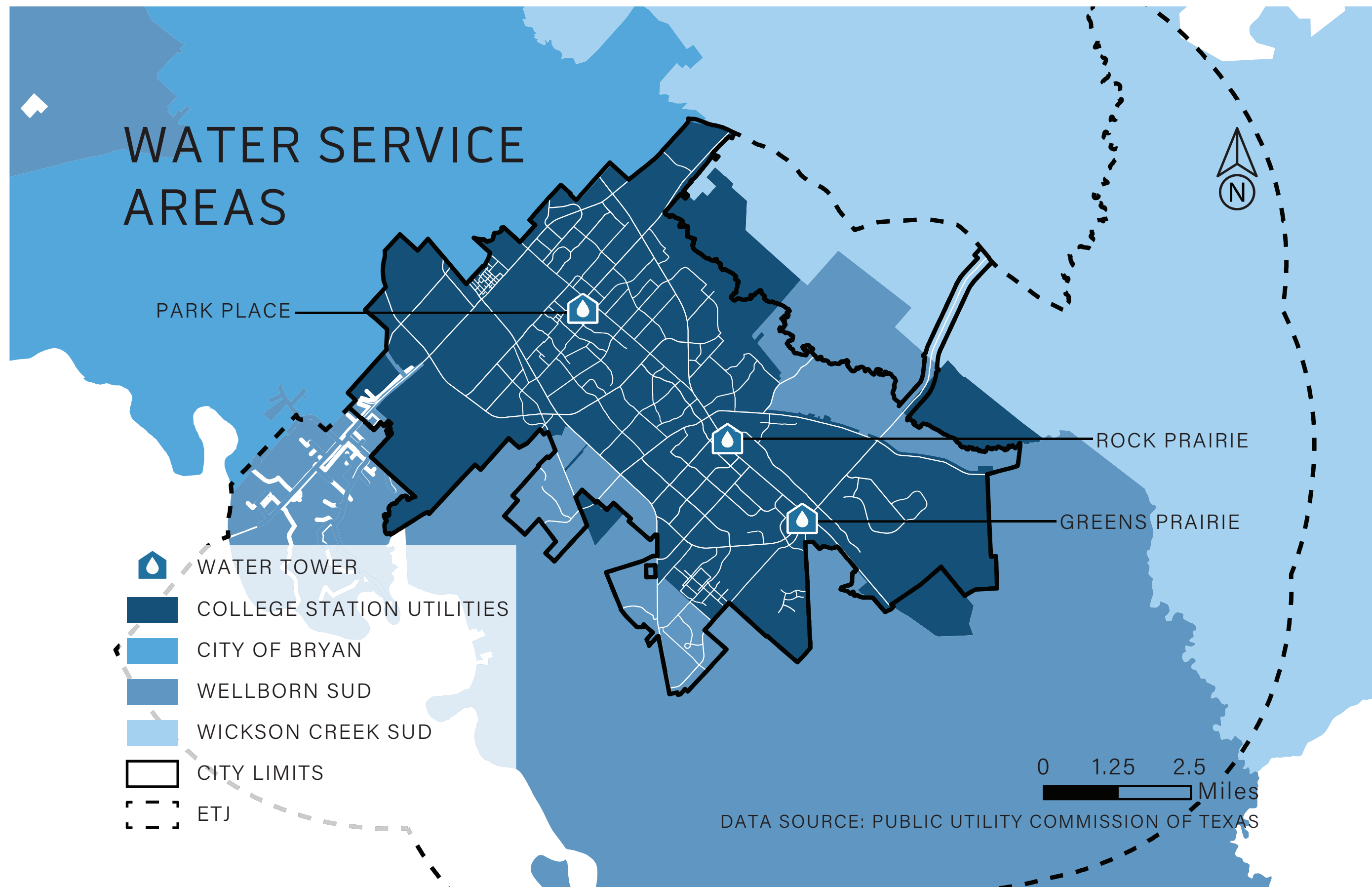


Figure 61: Water Service Areas; Source: Public Utility Commission of Texas

Wastewater

The City's wastewater collection system consists of a network of 397 miles of collector mains, interceptors and force mains, 17 lift stations, and three wastewater treatment facilities. The Carters Creek Wastewater Treatment Plant (WWTP) has a current permitted capacity of 9.5 MGD average daily flow. The Lick Creek WWTP has a current permitted capacity of 5 MGD average daily flow. All water leaving College Station's wastewater treatment facilities must meet regulatory limits set by the Texas Commission on Environmental Quality (TCEQ) and Environmental Protection Agency (EPA) in the permits for each wastewater treatment facility. Wastewater in College Station is treated using screening and grit removal (to remove grease, grit and large objects), aeration, clarification, biosolids digestion and dewatering, and disinfection.

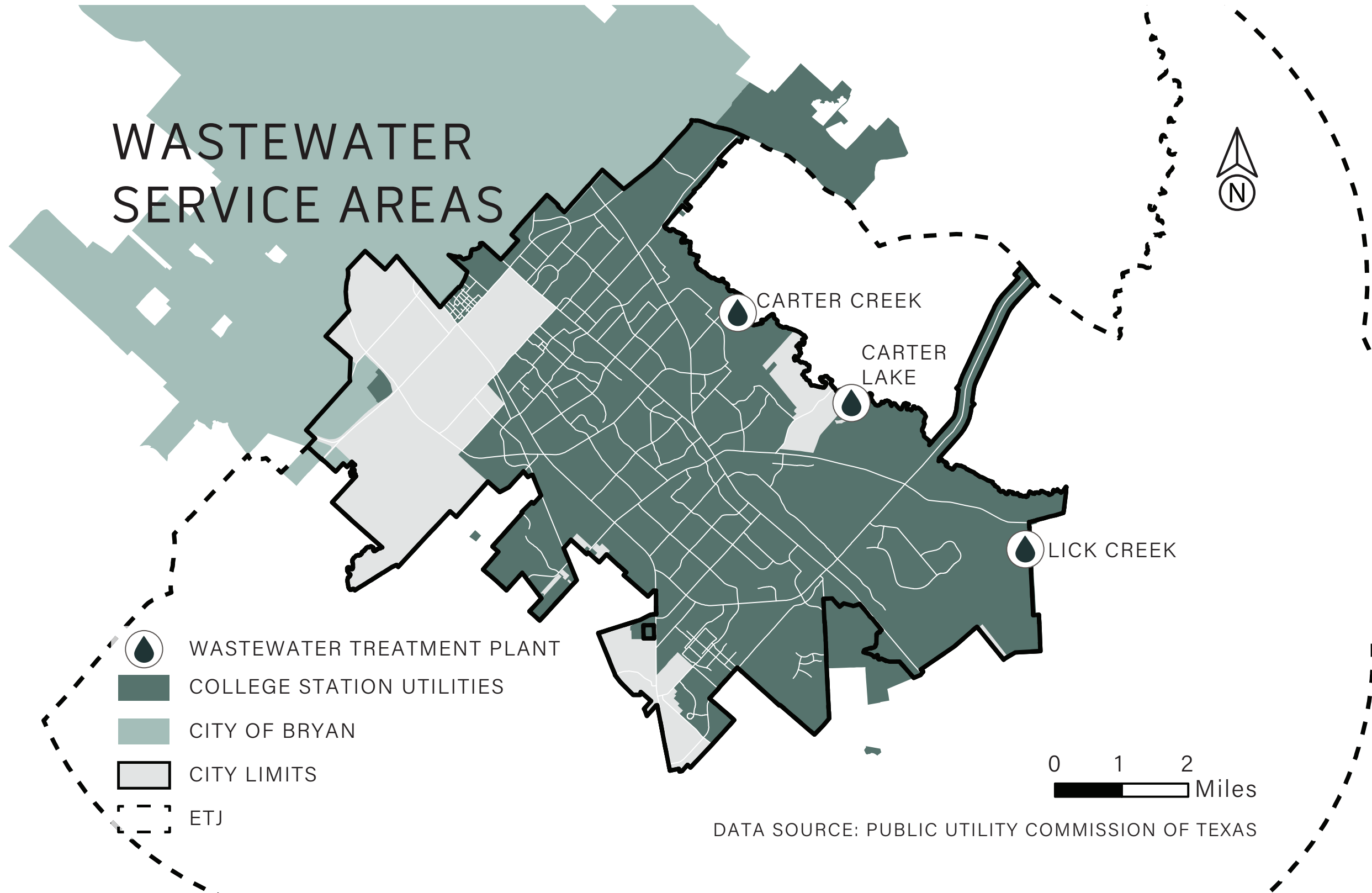


Figure 62: Wastewater Service Areas; Source: Public Utility Commission of Texas

Solid Waste

The Cities of Bryan and College Station joined together in 1990 to create the Brazos Valley Solid Waste Management Agency. BVSWMA operates from the Twin Oaks Landfill, a Subtitle D landfill situated on 610-acres off of Highway 30 in Grimes County. Recycling is currently contracted to BVR Waste and Recycling for single-family residences. Each residential customer receives weekly services for garbage, bulk trash and brush, and recycling.

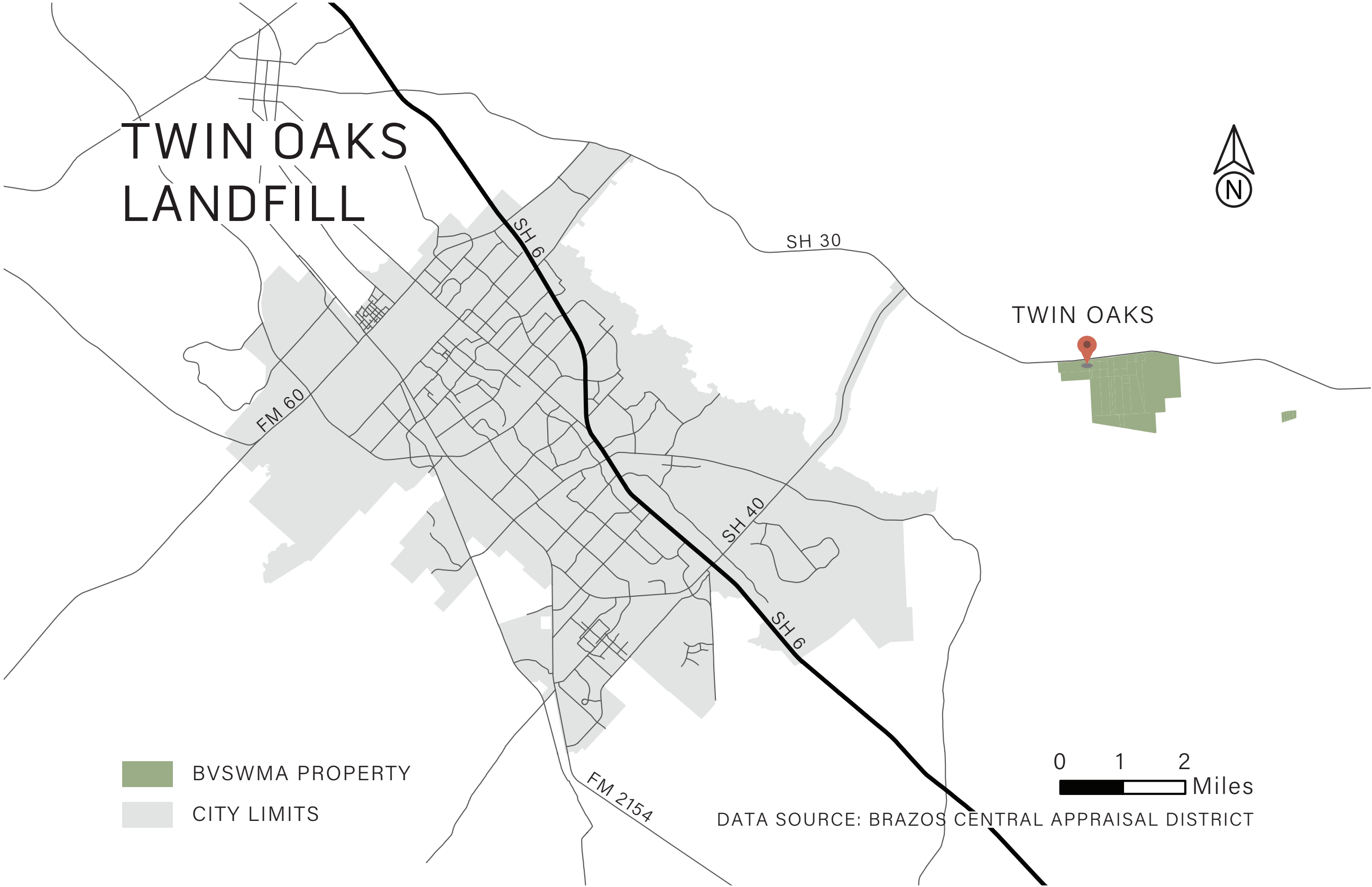


Figure 63: Twin Oaks Landfill; Source: Brazos Central Appraisal District

The total tons of garbage collected annually have seen fluctuations. Residential garbage increased notably from 2019 to 2021, peaking at 30,745.8 tons in 2021 before declining slightly in 2022 and 2023. Commercial garbage also fluctuated, with a significant dip in 2020 (36,433.7 tons) likely due to reduced commercial activity during the pandemic. Collection volumes rebounded in 2021 and remained stable in 2022 and 2023. Residential recycling peaked in 2021 at 6,044 tons but declined slightly in the subsequent years. Commercial recycling increased steadily from 2019 to 2022, reaching 20,083.1 tons, but saw a decline in 2023 to 18,662 tons.

RESIDENTIAL GARBAGE AND RECYCLING COLLECTED

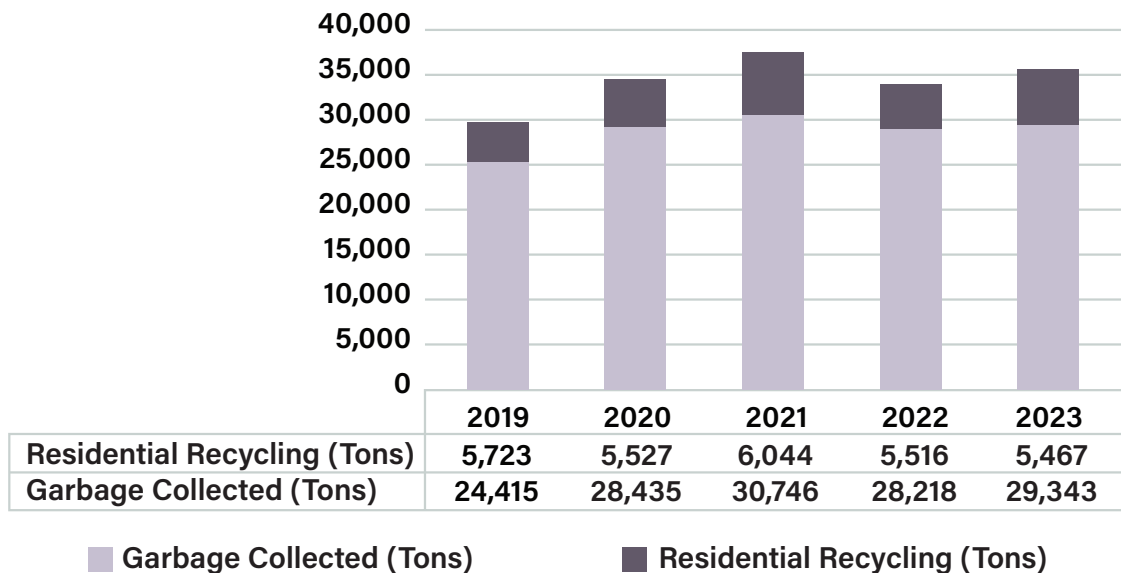


Figure 64: Residential Tons of Garbage and Recycling Collected by Year; Source: City of College Station

COMMERCIAL GARBAGE AND RECYCLING COLLECTED

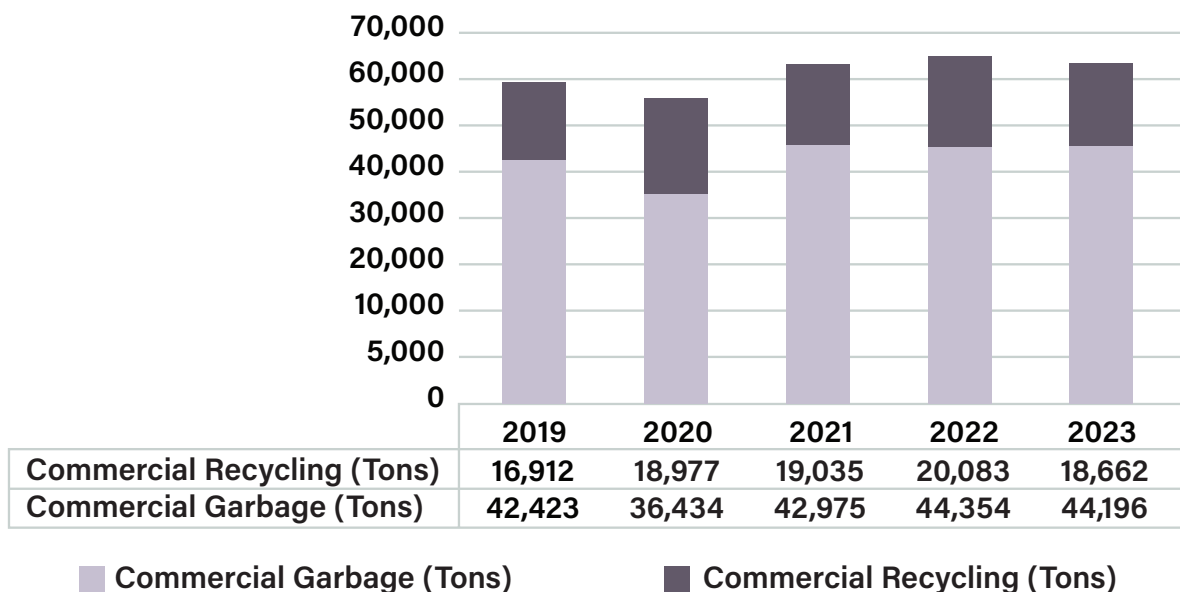


Figure 65: Commercial Tons of Garbage and Recycling Collected by Year; Source: City of College Station

CITY PARKS & PUBLIC ART

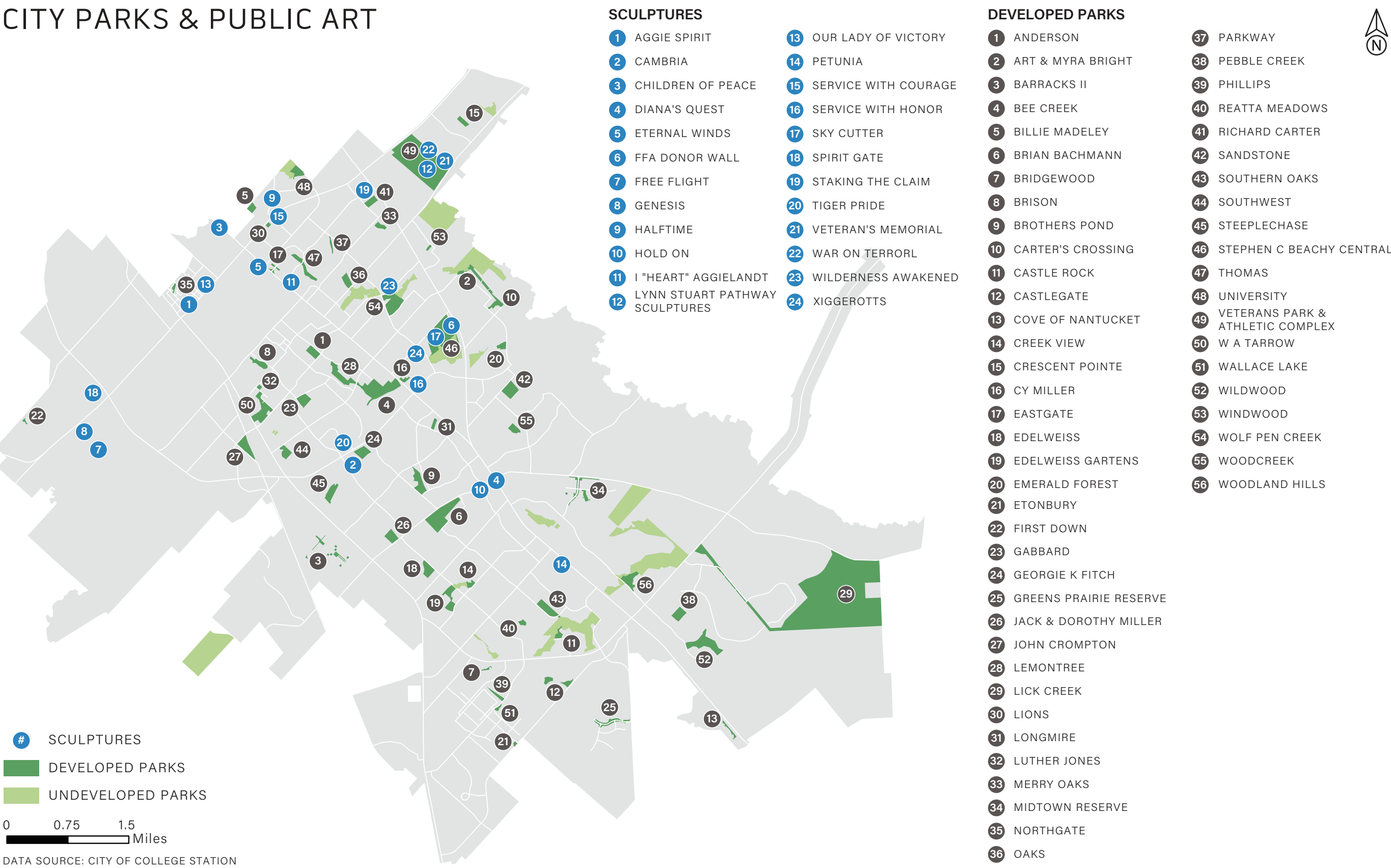


Figure 66: Parks and Monuments; Source: City of College Station

The City of College Station provides parks and recreational opportunities through its Parks and Recreation Department, whose mission is “to provide a diversity of facilities and leisure services that are geographically and demographically accessible.” The department is responsible for the design, construction, and operation of park facilities, along with the development and implementation of recreation programs.

College Station has extensive parkland and recreational amenities, with a total of 1,895.35 acres of parkland spread across 58 parks and supported by 70 buildings and facilities. The city boasts a well-distributed network of neighborhood parks (50), community parks (15), recreational areas (6), and cemeteries (2), catering to diverse community needs. Key features include various specialized facilities, such as three disc golf courses located in Oaks, Wolf Pen Creek, and Southern Oaks Parks, offering both recreational and social engagement opportunities. Wolf Pen Creek, the largest of these parks, spans 63.71 acres, while Southern Oaks and Oaks Parks are smaller but provide accessible 9-hole courses.

The City also supports active recreation with facilities such as pickleball courts in Brian Bachmann and Bee Creek Parks. Brian Bachmann Park, covering 42.32 acres, stands out with its wide array of amenities, including a community pool, multiple sports fields, and a pavilion, making it a hub for community activity. Similarly, Bee Creek Park’s 44.60 acres house softball fields, playgrounds, and trails, emphasizing multi-functional recreational spaces. Paved trails are a staple in most parks, while unpaved trails in Lick Creek, Bee Creek, and Billie Madeley Parks offer opportunities for nature exploration.





Law Enforcement and Emergency Services

POLICE

The College Station Police Department (CSPD) is primarily responsible for the protection of life, liberty, and property for people that are within the City limits. It provides these services through various means including enforcement of criminal laws and ordinances, providing education, recovery of property, animal control, traffic enforcement, and investigation of crimes.

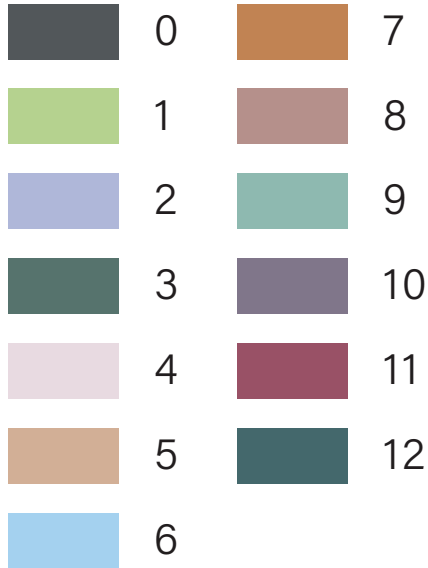
CSPD is made up of three bureaus: the Administrative Services Bureau, Field Operations Bureau, and Operational Support Bureau. The Administrative Services Bureau includes many different divisions within the department that supplement and enhance the overall operations of the department. These include divisions for Information Services, Communications, Support Services, and Technical Services. The Field Operations Bureau is the largest bureau in CSPD and encompasses uniformed patrol, police assistants, traffic enforcement unit, and the College Station Tourism and Entertainment Policing. The Uniformed Patrol Division is the largest division in CSPD and includes 91 Officers, 13 Sergeants, 3 Lieutenants, 2 K9s, and a Drone Team. The Operational Support Bureau includes the Criminal Investigations Division, the Recruiting and Training Division, and the Special Operations Division.

The College Station Police Department (CSPD) has been accredited by the Commission on Accreditation for Law Enforcement Agencies (CALEA) since 1991. The CSPD has an Advanced certification and a Meritorious designation. CALEA accreditation recognizes agencies that demonstrate professionalism, integrity, and other qualities. The CSPD's Communication Division was the first accredited program of its kind in Texas in 2003. The CSPD recently received reaccreditation awards for law enforcement and public safety communications.

POLICE TERRITORY ASSIGNMENTS



POLICE BEATS



POLICE FACILITIES

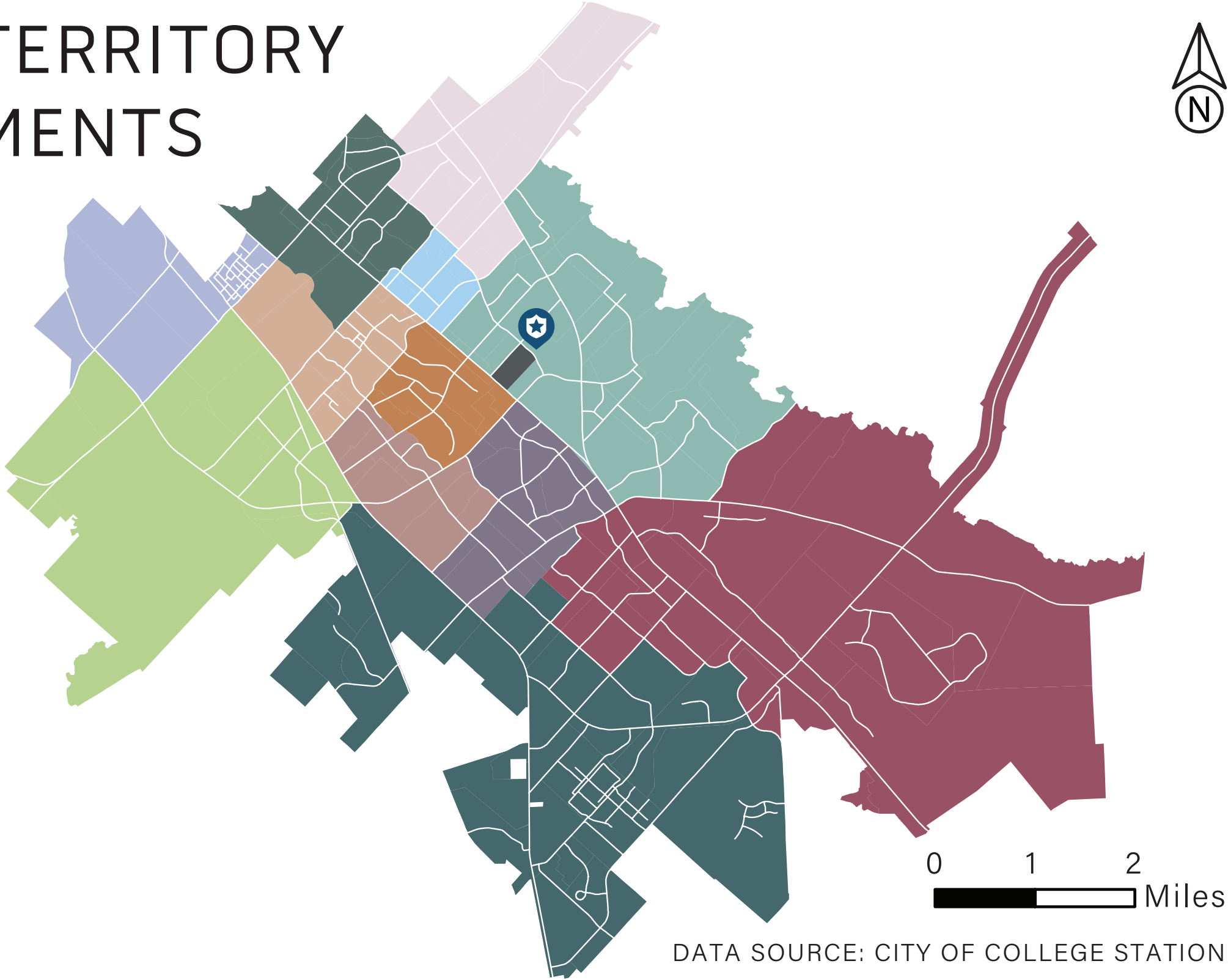


Figure 67: Police Beats Map; Source: City of College Station

CSPD officers are assigned to sectors and beats. The structure divides the City into three sectors. The sectors are further divided into beats with a total of twelve beats. Two Community Enhancement Unit (CEU) Officers are assigned to each sector. The CEU Officers have primary responsibility for the quality of life and crime issues affecting their assigned sectors. Patrol Officers are assigned to beats or sectors for the duration of each shift, with officers regularly being assigned to the same areas for familiarity.

Table 33: Major Offenses 2019-2023

Offense	Count
Murder	3
Robbery	8
Burglaries	643
Vehicle Burglaries	449
Sexual Assault	84
Theft of a Firearm	105
Aggressive Assault	97

TRAFFIC AND ACCIDENTS

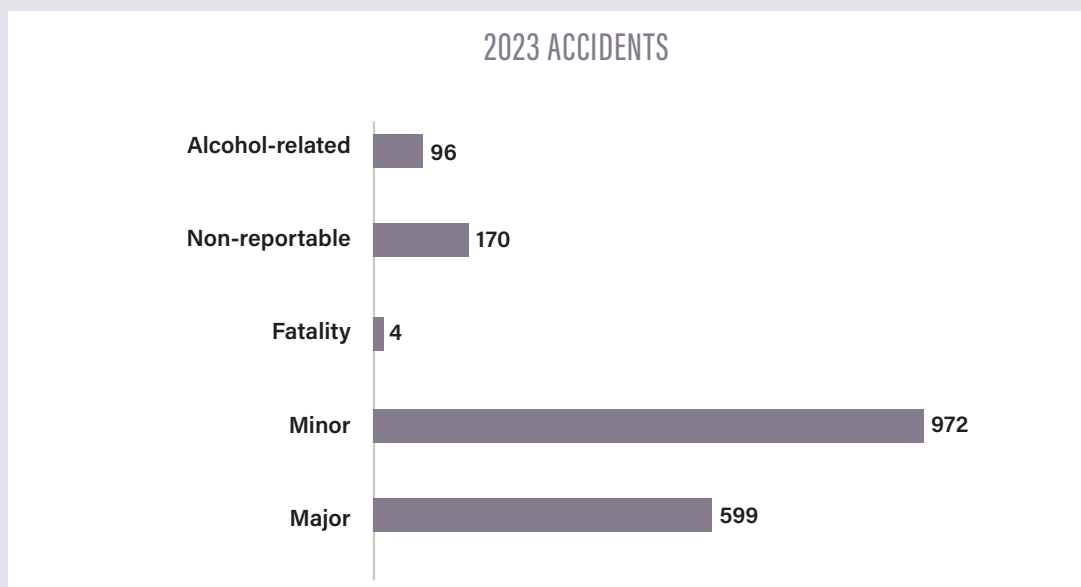


Figure 68: Traffic Accidents 2023; Source: City of College Station

ARRESTS AND CITATIONS

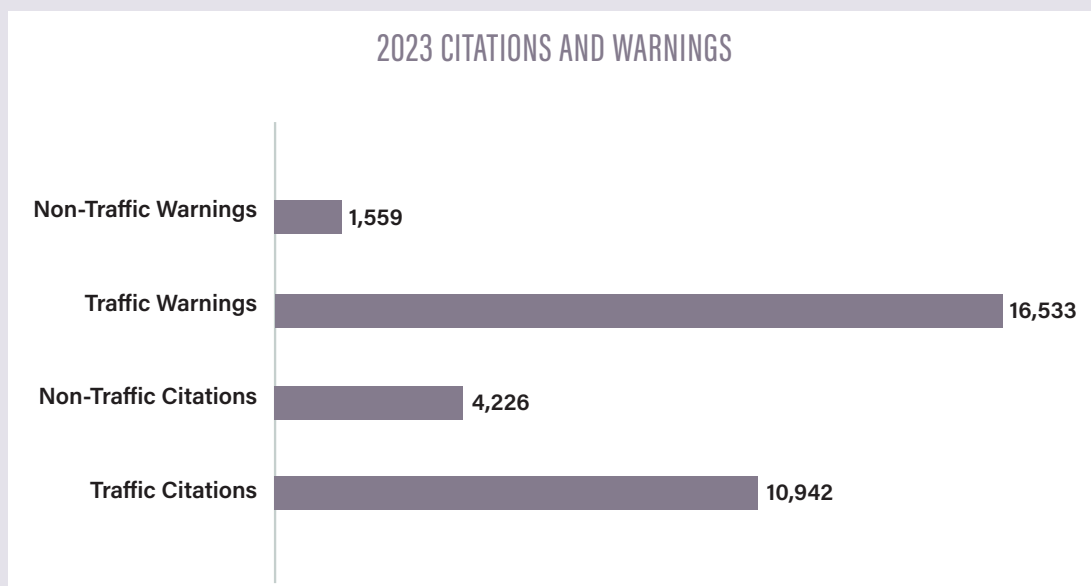


Figure 69: Citations and Warnings 2023; Source: City of College Station



Fire

The College Station Fire Department (CSFD) provides prevention, suppression, advanced life support, emergency medical services and transport, community risk reduction programs, and special operations along with Advanced Life Support to the southern half of Brazos County and fire suppression to the Texas A&M campus. CSFD employed 166 professional staff. CSFD has one building facility (dispatch and administration) and six fire stations. CSFD staffs 5 fire engines, 2 platform ladder trucks, 1 quint, 4 ambulances, 1 water tender, 1 airport truck, 1 safety officer, and 3 battalion chiefs. Additionally, the department operates special teams that includes hazardous materials, wildland, swift water, bicycle response, medical task force, and search and rescue. A seventh fire station is currently in the development process.

CSFD is an accredited agency by the Commission on Fire Accreditation International (CFAI). CFAI determines accreditation by ensuring CSFD meets or exceeds the highest standards of performance and safety and requires reaccreditation every five years. Additionally, CSFD holds an Insurance Service Office (ISO) Class 1/8Y Public Protection Classification (PPC) rating. Effective April 1, 2019, an ISO Class 1 Rating places CSFD in the top-tier of agencies in the United States that provide fire protection. The enhanced rating validates that fire protection, water service, and communications are in the top-tier. The PPC score is a measure of the community's overall ability to reduce property losses due to fires. The scale of a PPC rating ranges from 1-10, with Class 1 being the highest rating. Finally, College Station has a premier collection of emergency response training facilities in its backyard: Brayton Fire Training Field, Disaster City®, and the Emergency Operations Training Center — all operated by the Texas A&M Engineering Extension Service (TEEX).

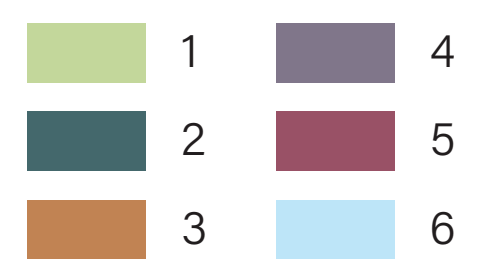
Emergency Medical Services (EMS) of the CSFD ensures that all department vehicles, including ambulances, fire engines, and ladder trucks have the capability to perform advanced-level medical care up to the Mobile Intensive Care Unit (MICU) level. The capabilities of these units include defibrillation, cardioversion, pacing, ECG and EKG interpretation, IV therapy, IO Access, medication administration, advanced airway management and intubation, chest decompression, and other advanced skills. CSFD EMS provides Medical Standby for community events.

Since the City's last fire station opened in 2012, the population has grown by 34%, and the call volume for emergency fire/EMS services has increased by 83%. The proposed \$18M fire station #7 will be strategically located to improve response times in the City's southern portion.

FIRE DISTRICTS & STATIONS

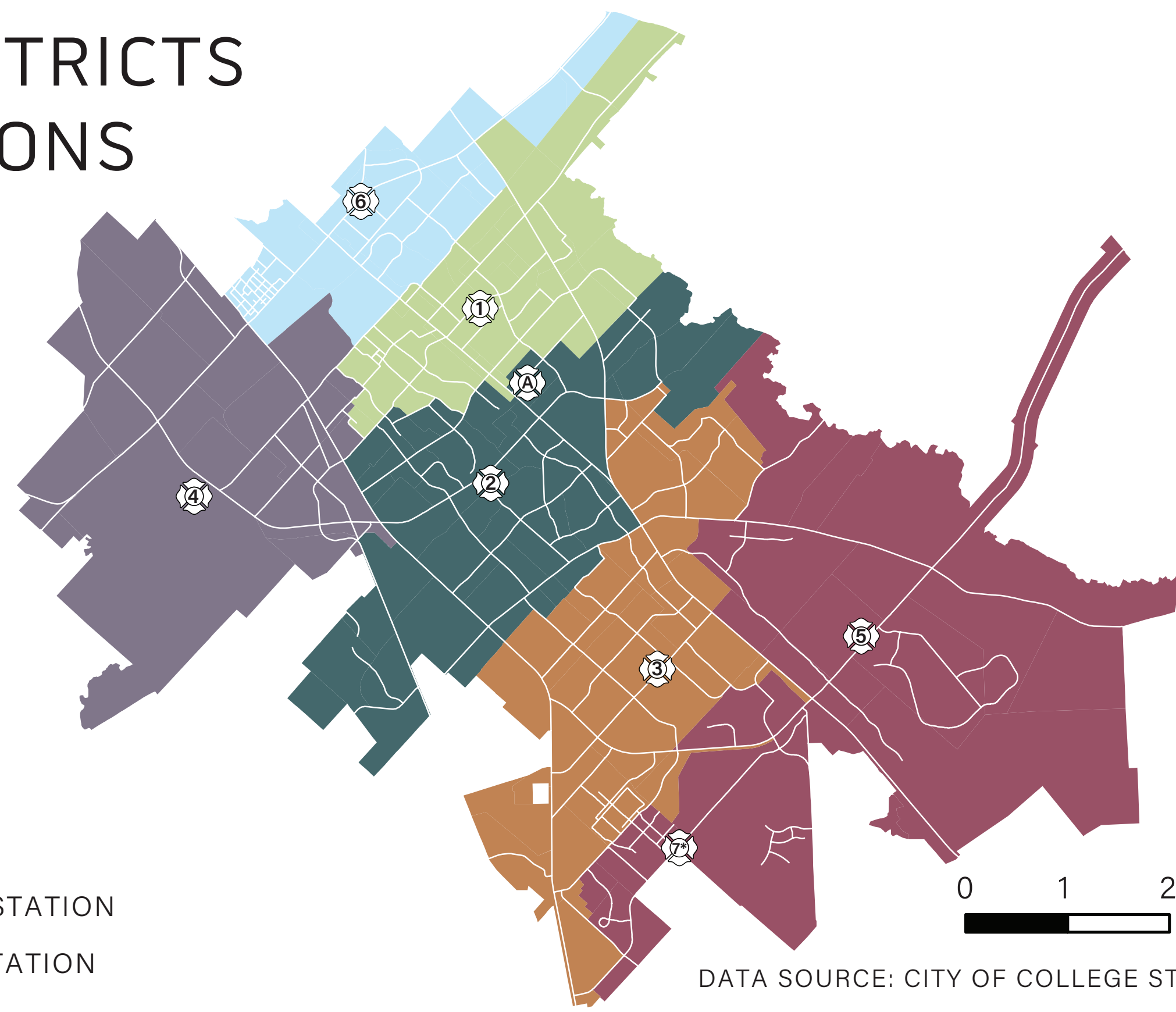


FIRE DISTRICTS



FIRE FACILITIES

-  FIRE ADMIN
-  EXISTING FIRE STATION
-  FUTURE FIRE STATION



DATA SOURCE: CITY OF COLLEGE STATION

Figure 70: Fire Districts and Stations; Source: City of College Station

FIRE DEPARTMENT AND EMS ACTIVITY

The fire department's activities highlight a diverse set of responsibilities. In 2023, fire calls numbered 251, while public assistance/service calls (1,098) and false alarms (1,171) formed a substantial share of their workload, showcasing their broader community role. Specialized incidents like hazardous materials cases (355) and technical rescues (71) point to the complexity of modern fire service operations. The EMS breakdown shows 7,072 total calls attended to 8,561 patients, with significant emphasis on advanced life support (6,065 cases) and transports (5,576 cases).

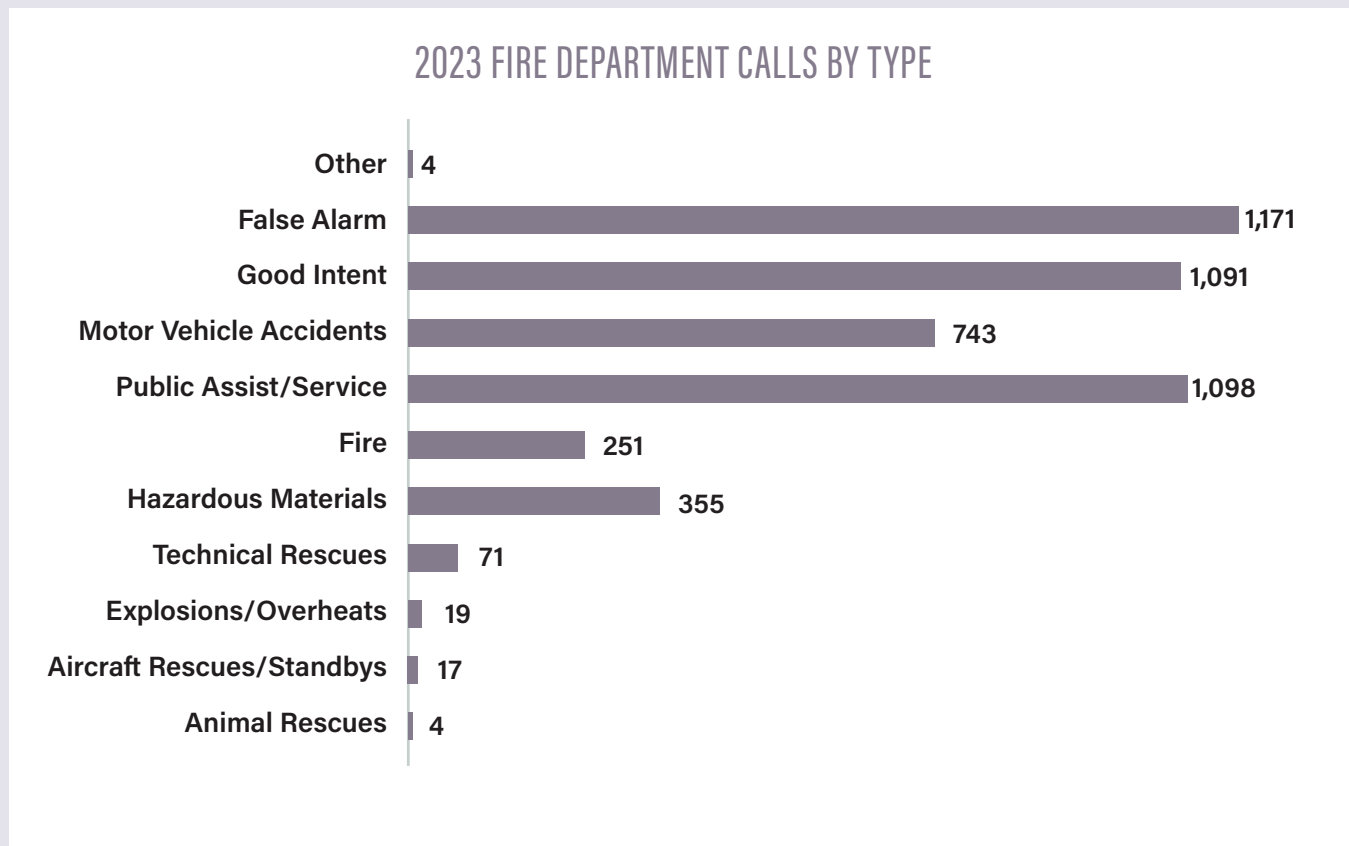


Figure 71: 2023 Fire Department Calls by Type; Source: City of College Station

Public K-12 Education

College Station Independent School District (CSISD) has been a consolidated district since 1941, when the public school was moved from the Texas A&M University campus to facilities on Timber Street. The district encompasses approximately 102 square miles in the southern portion of Brazos County, and it is fully accredited by the Texas Education Agency. CSISD operates three high schools, three middle schools, three intermediate schools, and ten elementary schools across College Station. The school district has also constructed a 44-acre transportation facility off William D. Fitch Parkway.

K-12 EDUCATION



- **ELEMENTARY SCHOOLS**
- 1

COLLEGE HILLS
- 2

CREEK VIEW
- 3

FOREST RIDGE
- 4

GREENS PRAIRIE
- 5

PEBBLE CREEK
- 6

RIVER BEND
- 7

ROCK PRAIRIE
- 8

SOUTH KNOLL
- 9

SOUTHWOOD VALLEY
- 10

SPRING CREEK
- **INTERMEDIATE SCHOOLS**
- 11

CYPRESS GROVE
- 12

OAKWOOD
- 13

PECAN TRAIL
- **MIDDLE SCHOOLS**
- 14

A&M CONSOLIDATED
- 15

COLLEGE STATION
- 16

WELLBORN
- **HIGH SCHOOLS**
- 17

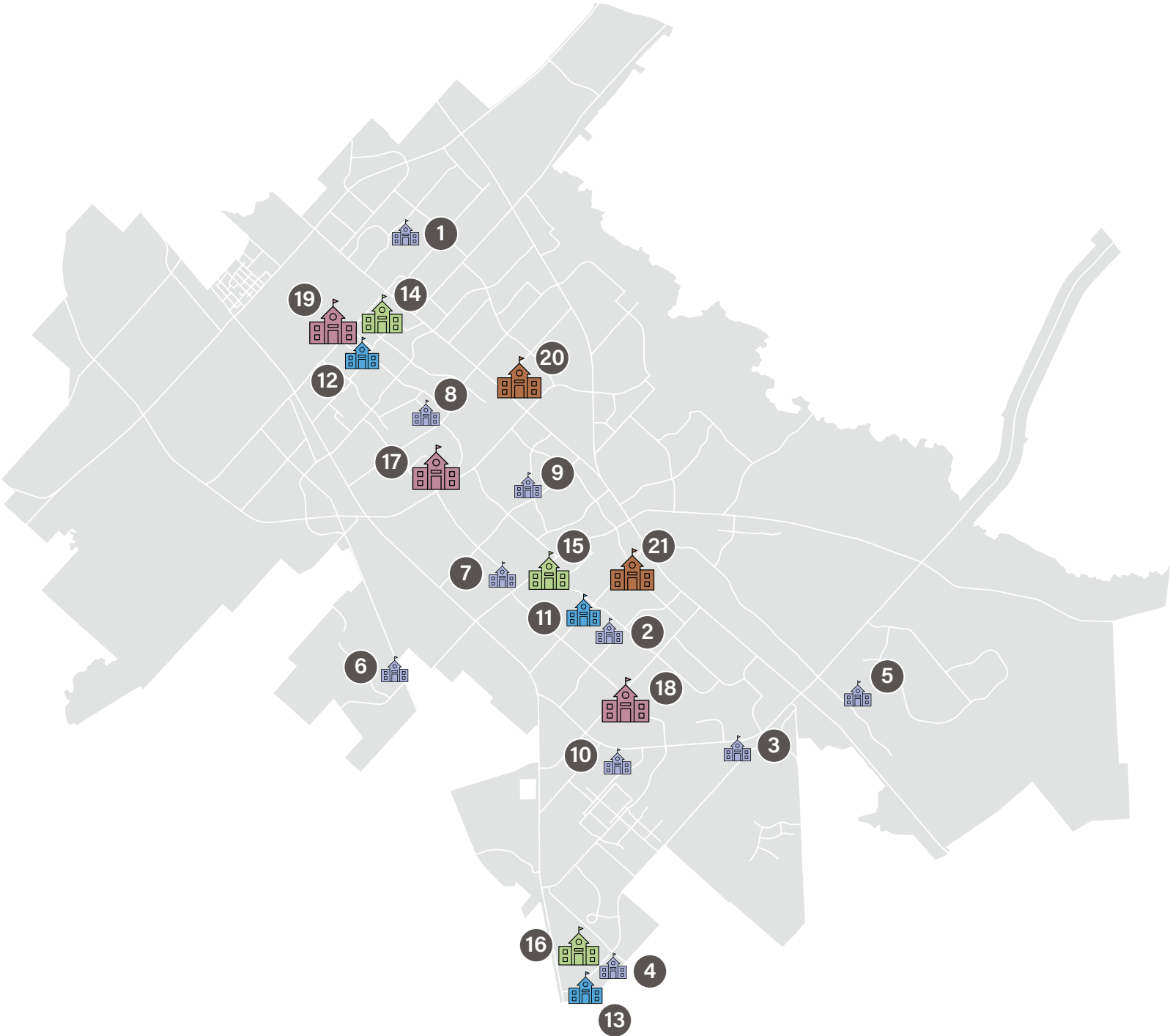
A&M CONSOLIDATED
- 18

COLLEGE STATION
- 19

COLLEGE VIEW
- **CHARTER SCHOOLS**
- 20

INTERNATIONAL LEADERSHIP OF TEXAS HIGH SCHOOL
- 21

INTERNATIONAL LEADERSHIP OF TEXAS K-8 SCHOOL



0 1 2 Miles
SOURCE: CITY OF COLLEGE STATION

Figure 72: CSISD Facilities; Source: City of College Station

The data for the CSISD highlights growth in educational outcomes and resource allocation. For the 2023-2024 school year, the district served 14,430 students across its elementary, intermediate, middle, and high schools, with high schools seeing the largest enrollment at 4,423 students. 31% of enrolled students were in high school, 15% in middle school, 14% in intermediate, and 40% in elementary. Graduation rates have consistently increased over the years, climbing from 91.9% in 2014 to 95.1% in 2022.

College Station's first public charter school, International Leadership of Texas, has been open since the 2018-2019 school year. Two other school districts serve a small proportion of students in College Station and its extraterritorial jurisdiction (ETJ). Generally, Bryan ISD serves College Station residents east of Carter Creek and on the west side of Easterwood Airport. Navasota ISD serves the southernmost portion of College Station's ETJ, just south of Peach Creek.

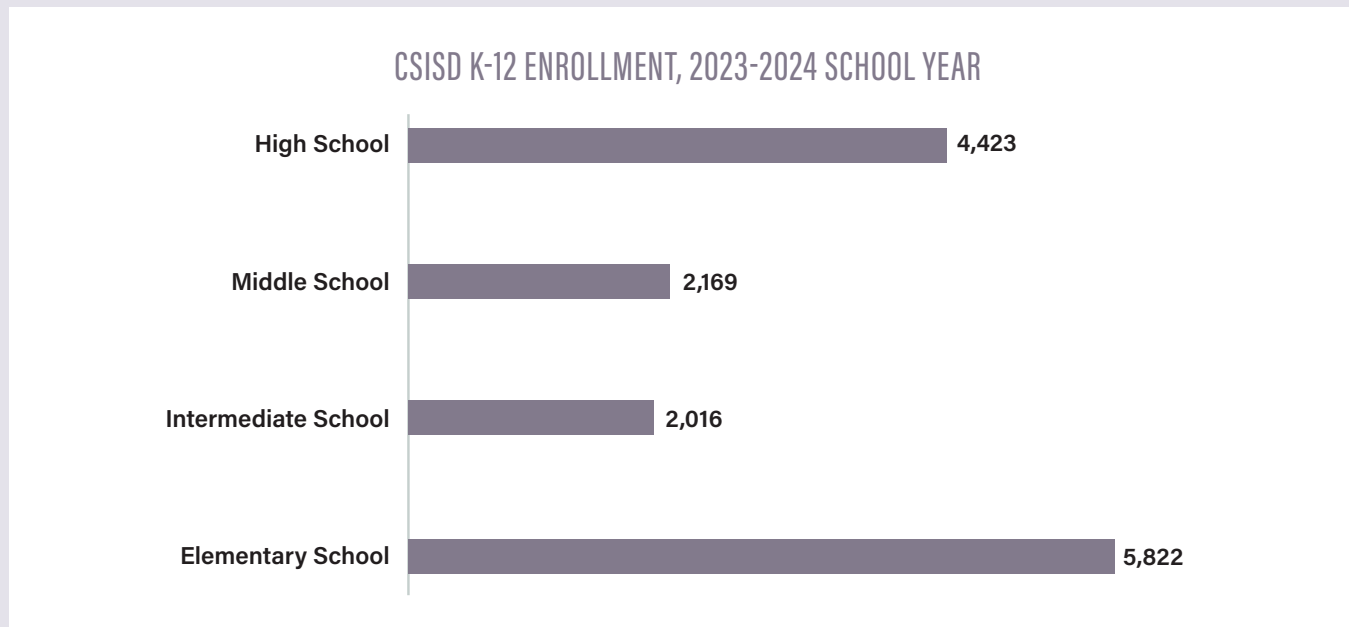


Figure 73: 2023-2024 K-12 Enrollment; Source: College Station Independent School District

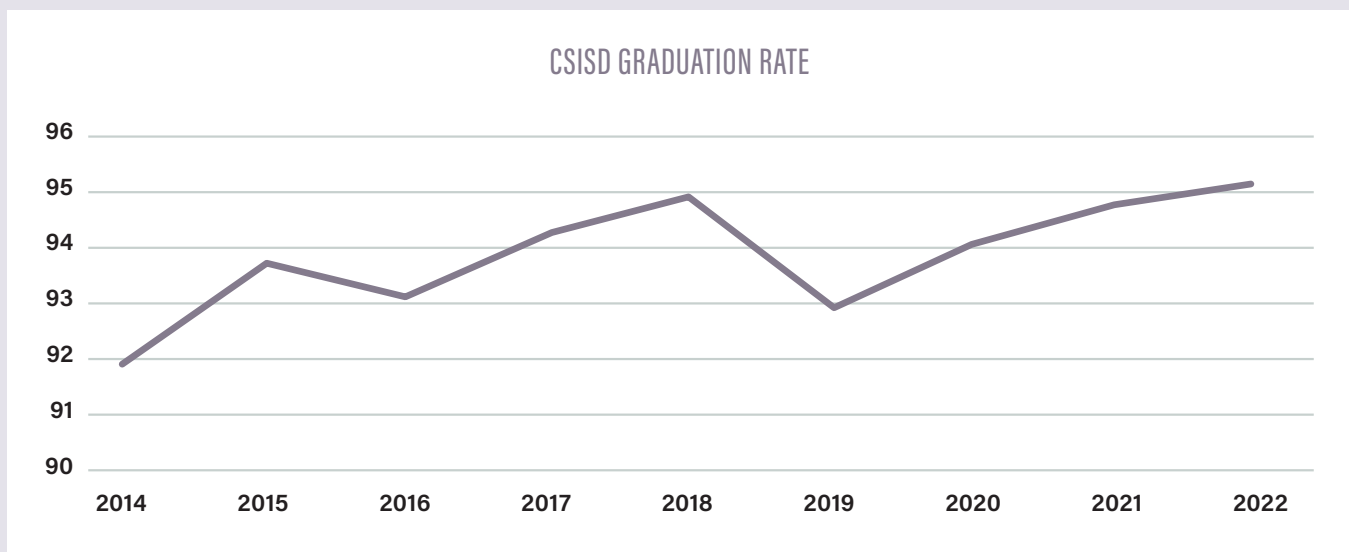


Figure 74: CSISD Graduate Rate 2014-2022; Source: College Station Independent School District



TRANSPORTATION

The average travel time to work in College Station is 18.8 minutes (ACS 2023), which is less than the average travel time to work in Texas (27.2 minutes). Most residents' means of transportation to work is to drive alone (74.8%), while 6.3% carpool, 3.5% use public transit, 4% walk, 2.3% travel by bicycle, and 8% work remotely.

The availability of vehicles among residents also highlights the area's demographic characteristics. About 5.5% of occupied housing units have no vehicles available, while 37.2% of units have one vehicle, and 38.1% have two vehicles.

Thoroughfares

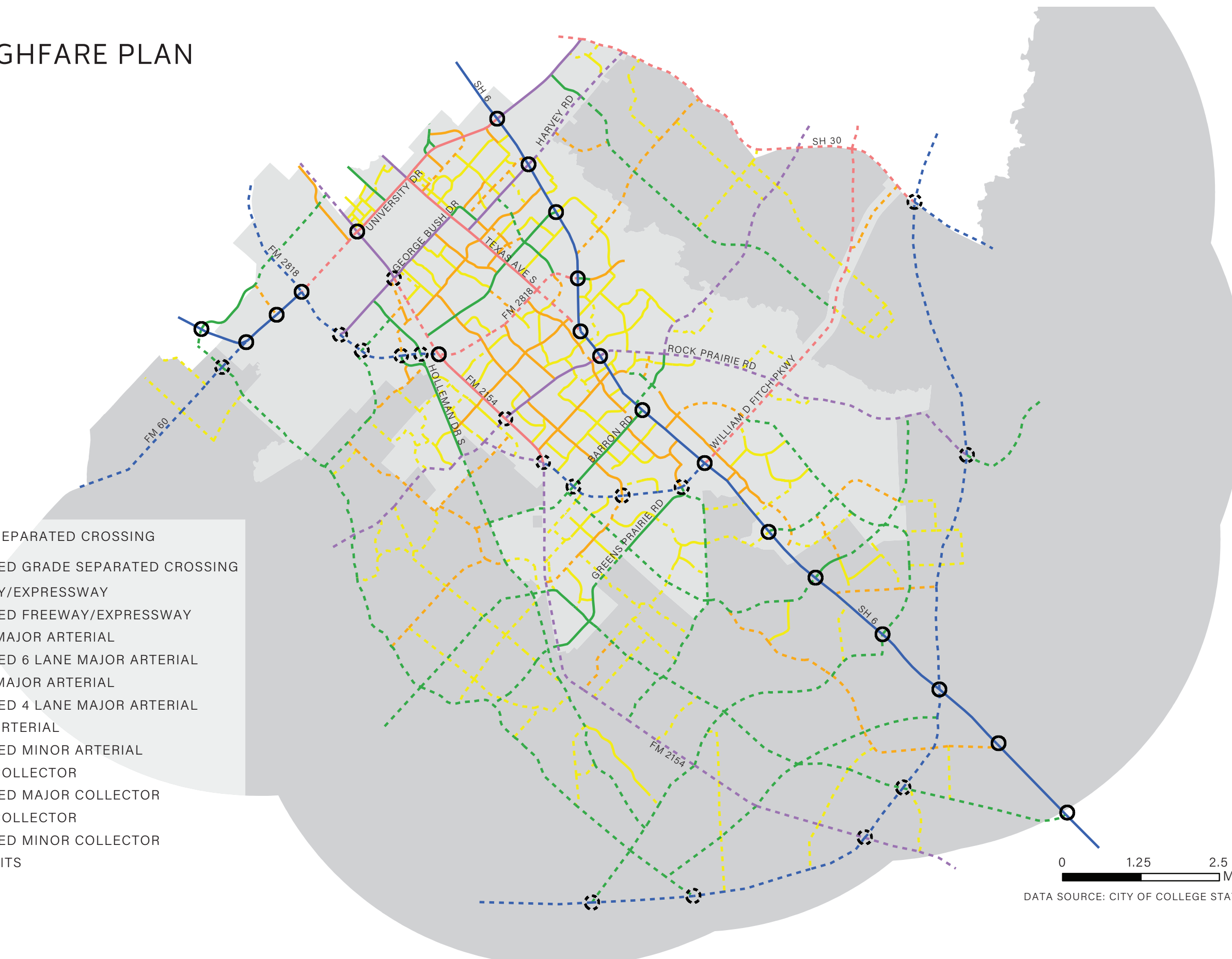
College Station's economic vitality, character, and identity rely on a well-connected transportation system. The City's thoroughfare network applies context-sensitive design principles to address multi-modal transportation needs while aligning with land use and character objectives.

The Thoroughfare Plan, part of the Comprehensive Plan (Chapter 6: Mobility), outlines a long-term vision for the major street network required to support future mobility demands. It serves as a guide for future transportation investments and classifies roadways based on their function, including access to adjacent land uses, mobility for through traffic, and surrounding context. The plan identifies the locations of planned and existing roadways classified as minor collectors or higher within College Station and its ETJ (extraterritorial jurisdiction).

THOROUGHFARE PLAN



-  GRADE SEPARATED CROSSING
-  PROPOSED GRADE SEPARATED CROSSING
-  FREEWAY/EXPRESSWAY
-  PROPOSED FREEWAY/EXPRESSWAY
-  6 LANE MAJOR ARTERIAL
-  PROPOSED 6 LANE MAJOR ARTERIAL
-  4 LANE MAJOR ARTERIAL
-  PROPOSED 4 LANE MAJOR ARTERIAL
-  MINOR ARTERIAL
-  PROPOSED MINOR ARTERIAL
-  MAJOR COLLECTOR
-  PROPOSED MAJOR COLLECTOR
-  MINOR COLLECTOR
-  PROPOSED MINOR COLLECTOR
-  CITY LIMITS
-  ETJ



0 1.25 2.5 Miles
DATA SOURCE: CITY OF COLLEGE STATION

Figure 75: Thoroughfare Plan Map; Source: City of College Station

FUTURE THOROUGHFARES & EXPANSIONS

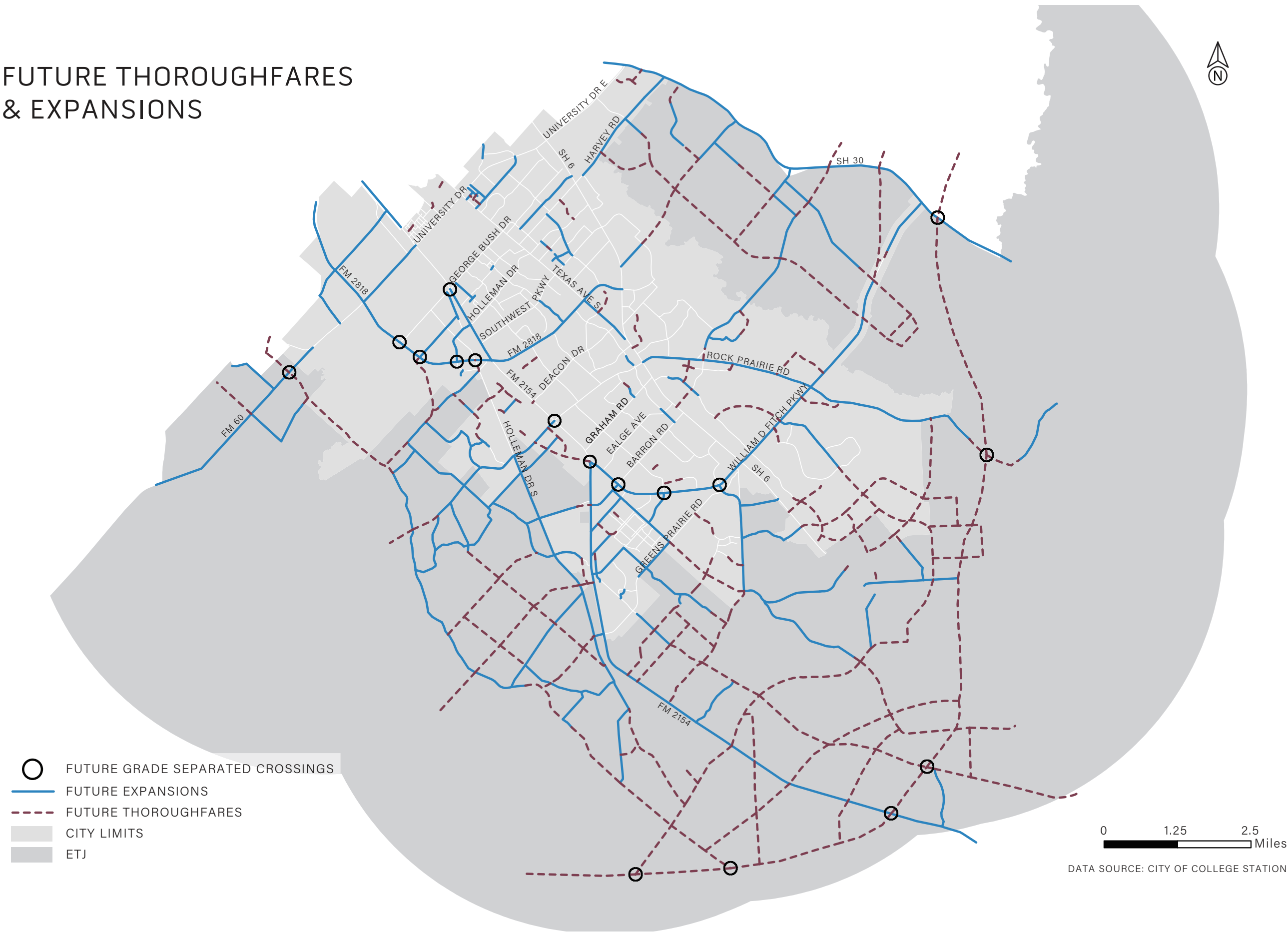


Figure 76: Thoroughfare Expansions and Improvements Map; Source: City of College Station

The Future Thoroughfare and Expansions Map outlines future thoroughfare plans and expansions within the City of College Station. Future road expansions aim to improve connectivity, particularly in areas currently underserved by major roads. Proposed grade separated crossings are strategically placed to reduce congestion and improve safety at major intersections or railroad crossings. The planned infrastructure also aims to accommodate growth outside the existing municipal boundaries. The Plan highlights a concentration of thoroughfare development along major routes such as Rock Prairie Road and FM 2154. The future thoroughfares are designed to enhance regional connectivity, linking College Station with neighboring areas, particularly along SH 30 and other routes heading outward.



PARKING

Off-street parking requirements are detailed in the Unified Development Ordinance (UDO) under Article 5 ("District Purpose Statements and Supplemental Standards,") and Article 7 ("General Development Standards,"). On August 10, 2023, the City of College Station adopted Ordinance #2023-4454, which updated the off-street parking requirements as follows:

1. established off-street parking maximums for commercial parking;
2. reduced the minimum off-street parking required for commercial parking in half; and
3. removed minimum requirement for off-street parking for commercial developments that are in Redevelopment areas.

On-street parking is generally permitted in both residential and non-residential areas if streets meet specific standards to ensure emergency access (UDO Section 8.3.V). Specifically, streets wider than 27 feet allow parking on both sides, streets 24 to 27 feet wide permit parking on one side, and streets narrower than 24 feet have parking removed on both sides. In the Northgate District, 104 marked ParkMobile spaces are available on Nagle, Stasney, Tauber, Lodge, and Cross streets.

TRAFFIC

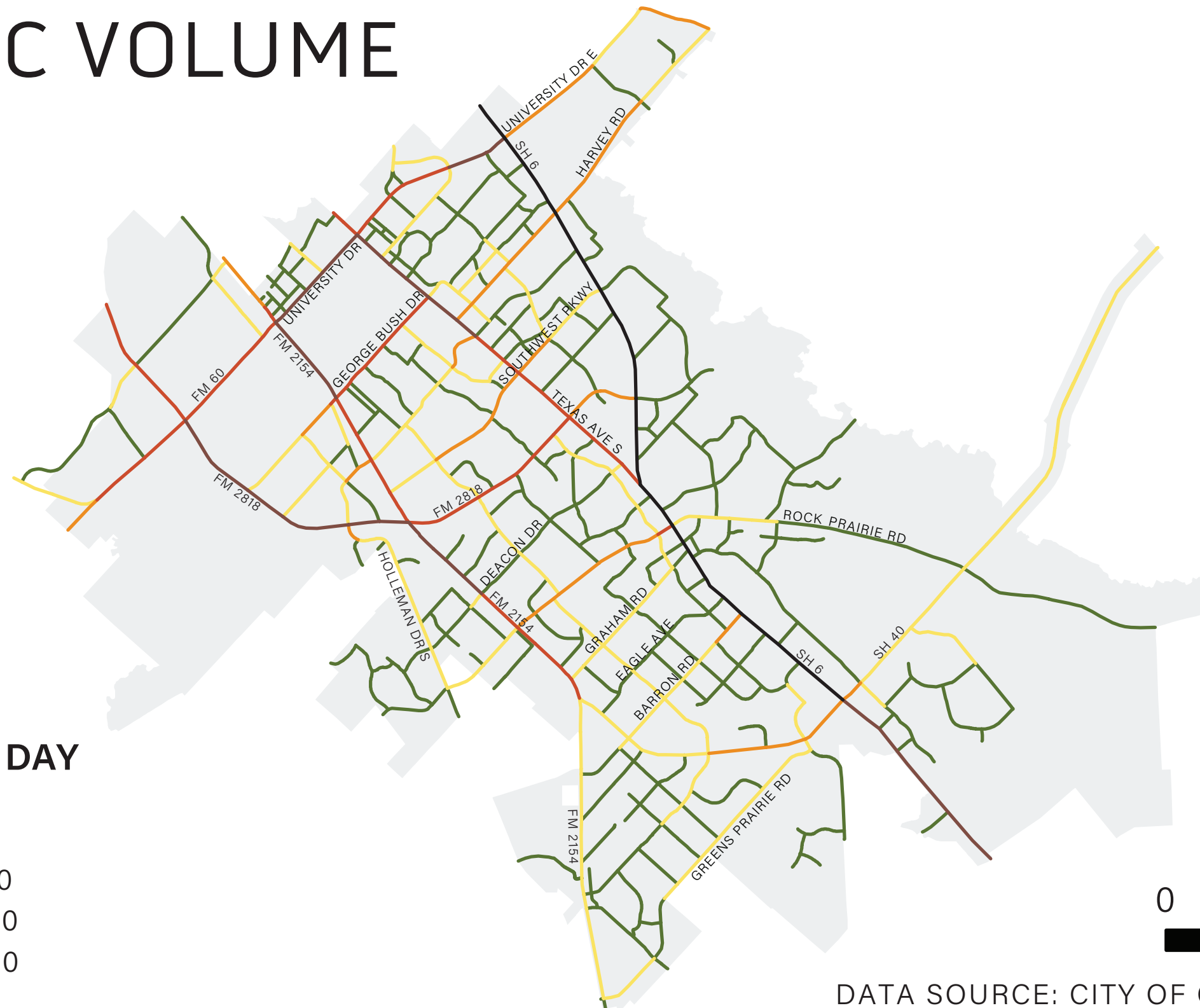
The Average Annual Daily Traffic (AADT) is a critical metric to understand traffic flow dynamics. The data analyzed are from 2023. Stations on Highway 6 show consistent increases in AADT over the years. These stations report recent values exceeding 70,000 vehicles per day, highlighting the corridor's significance as a major arterial route. Some routes, such as Harvey Mitchell Parkway, show significant year-to-year variation, reflecting potential external influences such as the academic calendar of Texas A&M University. Some roads, particularly minor or regional routes, show declining traffic or stagnation.

2023 ESTIMATED DAILY TRAFFIC VOLUME



NUMBER OF VEHICLES PER DAY

- 0-5,000
- 5,001-15,000
- 15,001-25,000
- 25,001-40,000
- 40,001-65,000
- 65,001 +



DATA SOURCE: CITY OF COLLEGE STATION

Figure 77: Estimated Daily Traffic Volume Map; Source: Texas Department of Transportation

HIGHWAYS

Traffic stations on Highway 6 consistently report the highest AADT values, with volumes exceeding 60,000 to 70,000 vehicles daily. This reflects its importance as a major thoroughfare for long-distance and regional travel. Traffic fluctuations between years may indicate periodic maintenance or alternate routing during construction.

MAJOR ROADS

Traffic along Harvey Mitchell Parkway (FM 2818) varies. AADT values range from 20,000 to 40,000 depending on the segment. Major arterial roadways like Texas Avenue, University Drive, and Harvey Mitchell Parkway highlight higher traffic volumes in proximity to city centers and intersections. Moderate but steady traffic is reported along University Drive (FM 60), with stations reporting AADT around 30,000.

COLLECTOR ROADS

Traffic levels are significantly lower on collector roads. These roads typically range from 1,000 to 10,000 AADT depending on the segment. Examples include Longmire (3,936 AADT) and Lincoln (5,255 AADT).

GEOSPATIAL TRAFFIC PATTERNS

Traffic patterns can be spatially analyzed, and three primary themes emerge: urban core traffic, periphery roads traffic, and directional variations in traffic (Figure 82). Stations near the city's core report the highest AADT values. This aligns with the density of development and associated economic activities. As distance from the City increases, traffic volumes decrease. Finally, northbound and southbound lanes sometimes show differing AADT, indicating directional traffic surges likely driven by commuting patterns.



Crashes

Analyzing crash patterns can help us identify crash locations, severity, road types, and intersections with the highest crash occurrences.

CRASH LOCATIONS

The distribution of crashes by location from 2019 to 2023 reveals several trends (Figure 78). Non-Intersection Areas account for the highest number of crashes, nearing 10,000 incidents in the five-year period. Intersections follow as the second most common crash location, highlighting the need for enhanced traffic management at these points. Intersection-Related Crashes (occurring near intersections) also contribute significantly, suggesting challenges in areas transitioning into or out of intersections. Driveway Access Points have the fewest crashes, but they still represent a noteworthy safety concern for vehicles entering or exiting properties.

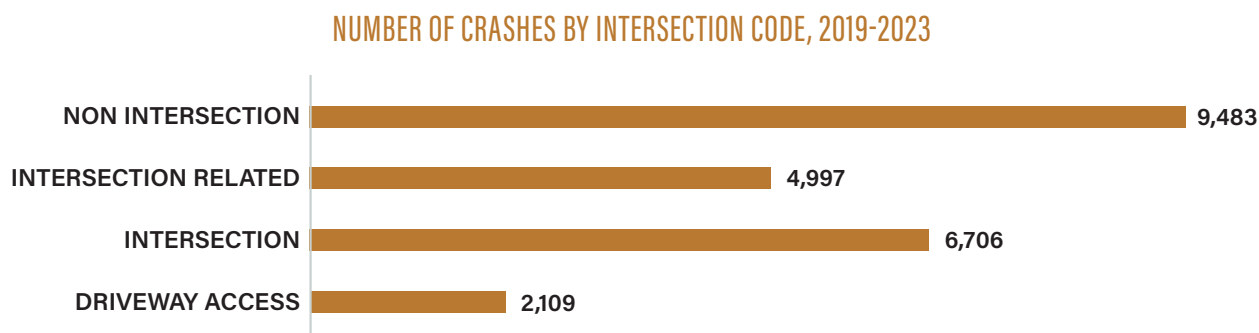


Figure 78: Crashes by Intersection Code, 2019-2023; Source: City of College Station

CRASH SEVERITY

The most common category for crash severity is the "Not Injured" category, with over 11,000 cases between 2019 and 2023. In this time frame, 96% crashes in the City are categorized as minor crashes, including crashes that had suspected minor injuries, possible injuries, or no injuries. Suspected Minor Injuries are the second most common outcome, followed by Possible Injuries. Fatalities and Serious Injuries are relatively rare. 2.86% of crashes in College Station were categorized as major crashes. Major crashes include those that have fatalities or suspected serious injuries.

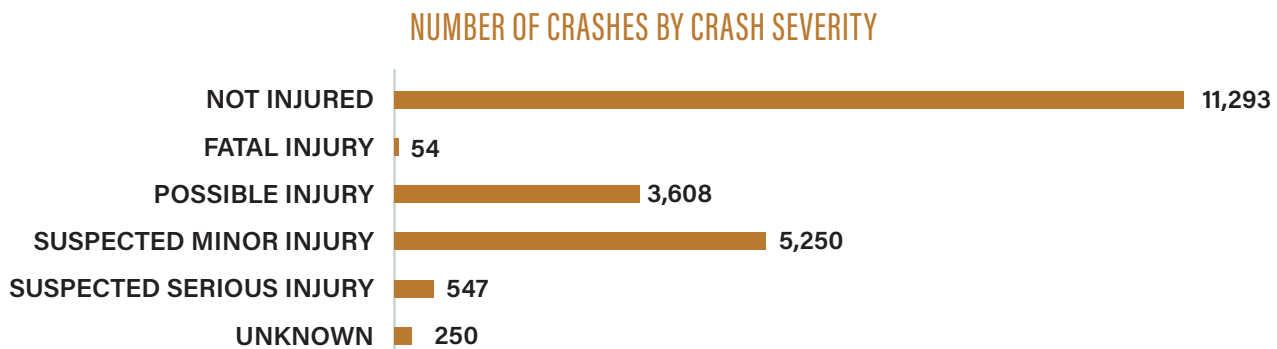


Figure 79: Crashes by Severity; Source: Texas Department of Transportation

TOP 10 INTERSECTIONS

The intersections with the highest crash frequencies include Texas Avenue and Poplar Street, Wellborn Road and George Bush Road, and Holleman Dr South and Harvey Mitchell Parkway South. Texas Avenue S and Poplar Street ranks as the most crash-prone intersection, which is heavily influenced by the number of crashes at intersections directly North and South of the intersection (e.g., Texas and University and Texas and Live Oak intersections, respectively). In response to the high number of crashes at that intersection, the median opening at Texas Avenue and Live Oak Street was closed in 2024 and crashes have since decreased in this area and are expected to continue this decline in crashes in the future. Wellborn Road and George Bush Road and other intersections along major thoroughfares like Texas Avenue and Earl Rudder Freeway feature prominently in the top 10.

CRASH DATA

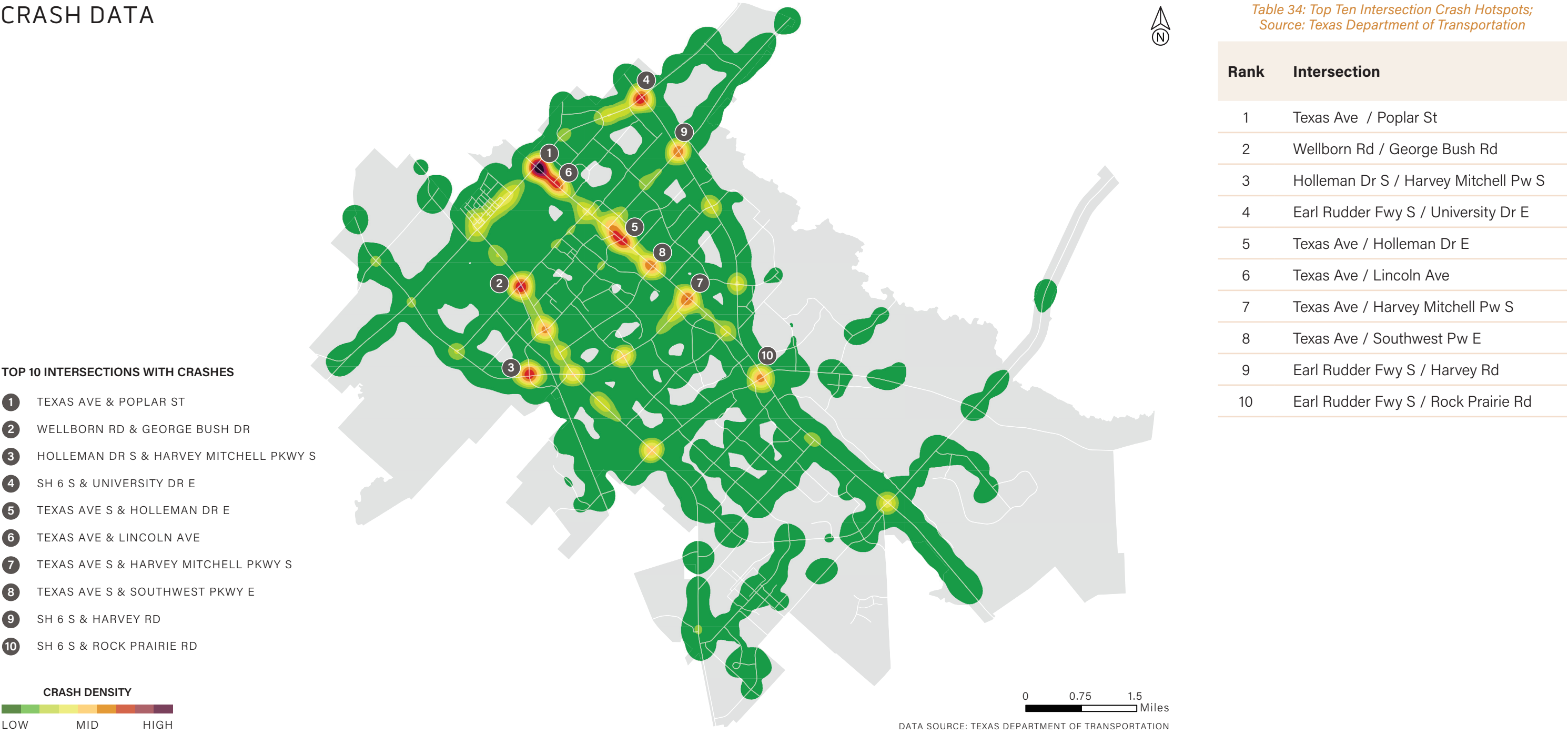


Figure 80: Intersection Crash Hotspots Map

Bicycle and Pedestrian Mobility

The City's Bicycle and Pedestrian Program aims to improve connectivity and accessibility, enhance safety, promote outdoor activity, and encourage environmental stewardship. Currently, the city maintains 57.7 miles of bike lanes, 21.2 miles of bike routes, 387.7 miles of sidewalks, and 40.6 miles of multiuse paths.

BICYCLE PLAN

The City contains a network of existing bicycle lanes concentrated in urbanized areas and major corridors. This indicates current efforts to facilitate bicycle commuting within the city core. Existing shared-use paths complement bicycle lanes, offering additional off-road options for cyclists and connecting recreational spaces or less urbanized areas.



BICYCLE PLAN

- EXISTING GRADE SEPARATED CROSSINGS
- FUNDED GRADE SEPARATED CROSSINGS
- PROPOSED GRADE SEPARATED CROSSINGS
- EXISTING BICYCLE LANES
- FUNDED BICYCLE FACILITIES*
- PROPOSED BICYCLE FACILITIES*
- EXISTING BICYCLE ROUTES
- PROPOSED BICYCLE ROUTES
- EXISTING SHARED USE PATHS
- FUNDED SHARED USE PATHS
- PROPOSED SHARED USE PATHS
- CITY LIMITS
- ETJ

*Bicycle facilities could be bicycle lanes, buffered bicycle lanes, or separated bicycle lanes.

0 1 2 Miles
DATA SOURCE: CITY OF COLLEGE STATION

Figure 81: Bicycle Plan Map; Source: Planning and Development Services

The large network of proposed bicycle facilities (dashed red) and proposed bicycle routes indicates significant future investment to fill gaps in the current infrastructure. The proposed infrastructure focuses on extending connectivity into peripheral areas, including the ETJ.

Table 35: Bike Plan Category by Total Miles; Source: City of College Station

Bike Category	Miles
Bike Facility Proposed	87.42
Bike Lane Existing	56.55
Bike Lane Funded	4.54
Bike Route Existing	21.17
Bike Route Proposed	70.41
Multi-use Path Existing	41.21
Multi-use Path Funded	14.65
Multi-use Path Proposed	82.85

The combination of shared-use paths and dedicated bicycle facilities reflects a multi-modal approach, supporting both pedestrian and bicycle traffic. In 2020, the City was designated a bronze level “Bicycle Friendly Community” by the League of American Bicyclists. In 2024, the City received the recognition again, as well as the silver level “Bicycle Friendly Business” designation for the new City Hall constructed in 2021.



PEDESTRIAN PLAN

A robust network of existing sidewalks is already in place, particularly in the city center and key corridors. Existing shared-use paths are primarily located along major routes or connecting recreational and urban spaces, supporting both pedestrians and cyclists. A smaller number of existing grade-separated crossings indicate limited infrastructure for safe pedestrian crossings over high-traffic or natural barriers. Proposed grade-separated crossings at critical points signal efforts to improve pedestrian safety where traffic or topographic barriers exist.

PEDESTRIAN PLAN

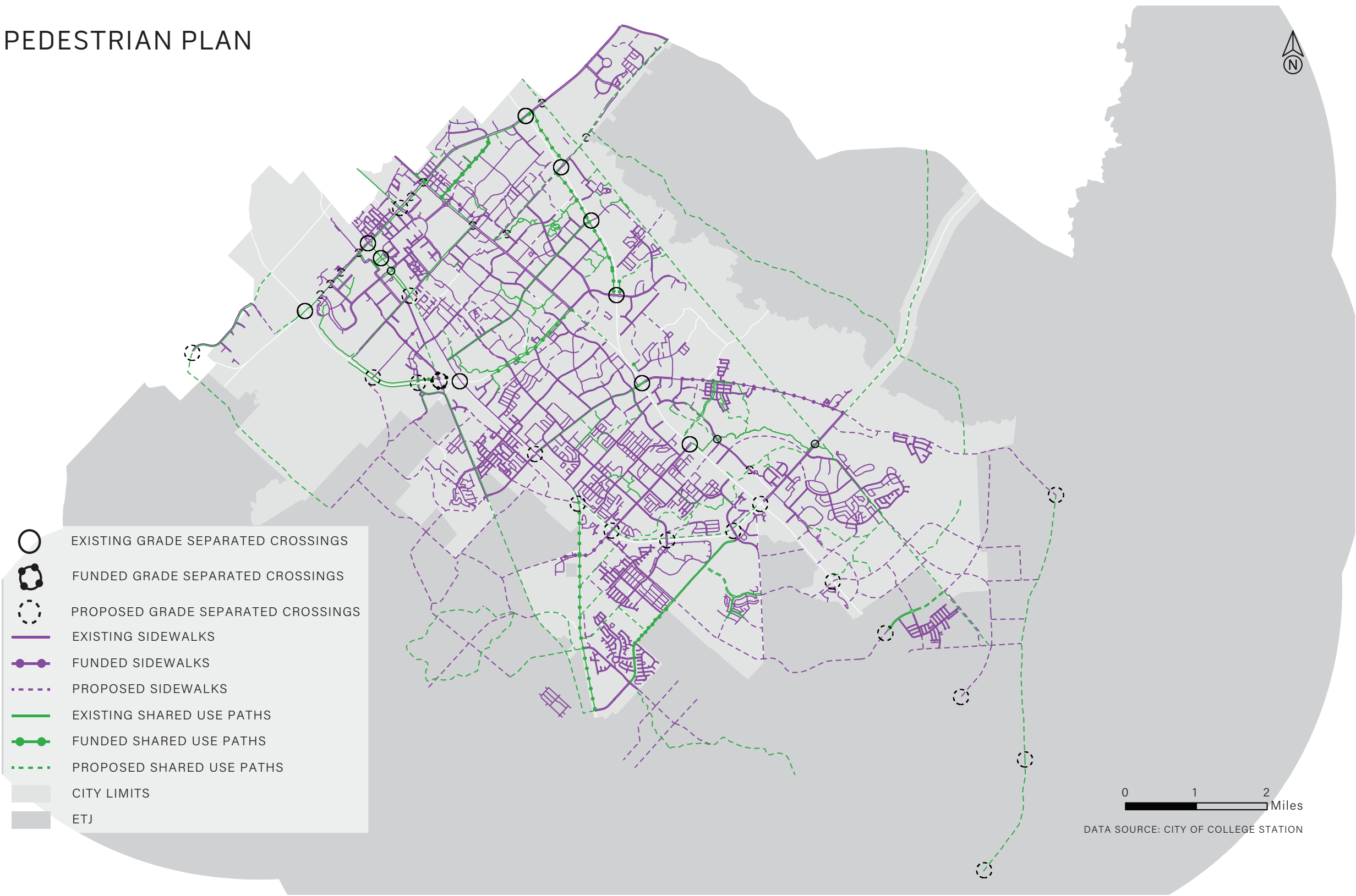


Table 36: Pedestrian Plan Category by Total Miles; Source: City of College Station

Pedestrian Category	Miles
Multi-use Path Existing	40.75
Multi-use Path Funded	11.63
Multi-use Path Proposed	82.72
Sidewalk Existing	388.14
Sidewalk Funded	4.02
Sidewalk Proposed	86.59

Figure 82: Pedestrian Plan Map; Source: City of College Station

Bus Transit

BRAZOS TRANSIT DISTRICT

The Brazos Transit District (BTD) is a public transportation provider providing services to the seven counties of the Brazos Valley. The BTD operates Fixed Routes, ADA Paratransit Service, and Demand and Response transit options. BTD operates nine routes within the City of College Station (Brazos Transit District, 2024).

The ridership fluctuated in FY 2021, with total ridership at 1.5 million trips. Ridership increased substantially in FY 2023, increasing to 5.88 million trips. There were notable declines in winter months and early summer, with peaks in the late summer, likely due to seasonal variations such as student activity and the university.

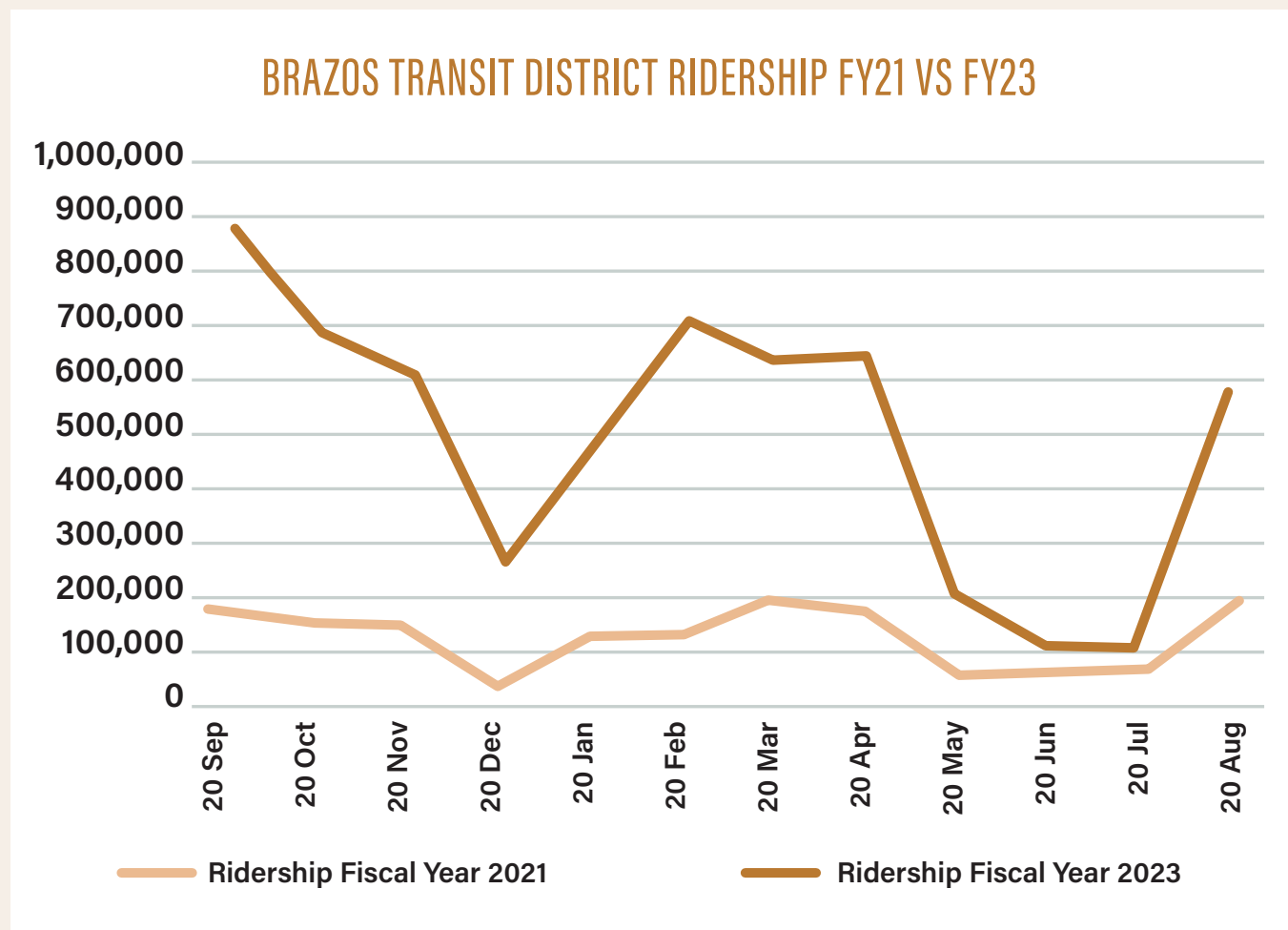


Figure 83: Brazos Transit District Ridership FY21 vs FY23; Source: Texas Department of Transportation

Texas A&M Transportation

Texas A&M University's transit program, AggieSpirit Transit, operates a fleet of 92 full-size buses and 4 smaller buses. Of these, 70 buses are used for daily routes, while the remainder are designated for charters. The buses accommodate approximately 35–40 passengers each, depending on the design and layout.

The transit system supports an estimated annual ridership of over 6.4 million. Daily ridership averages 18,000 on-campus passengers and 30,000 off-campus passengers across seven on-campus and twelve off-campus routes.

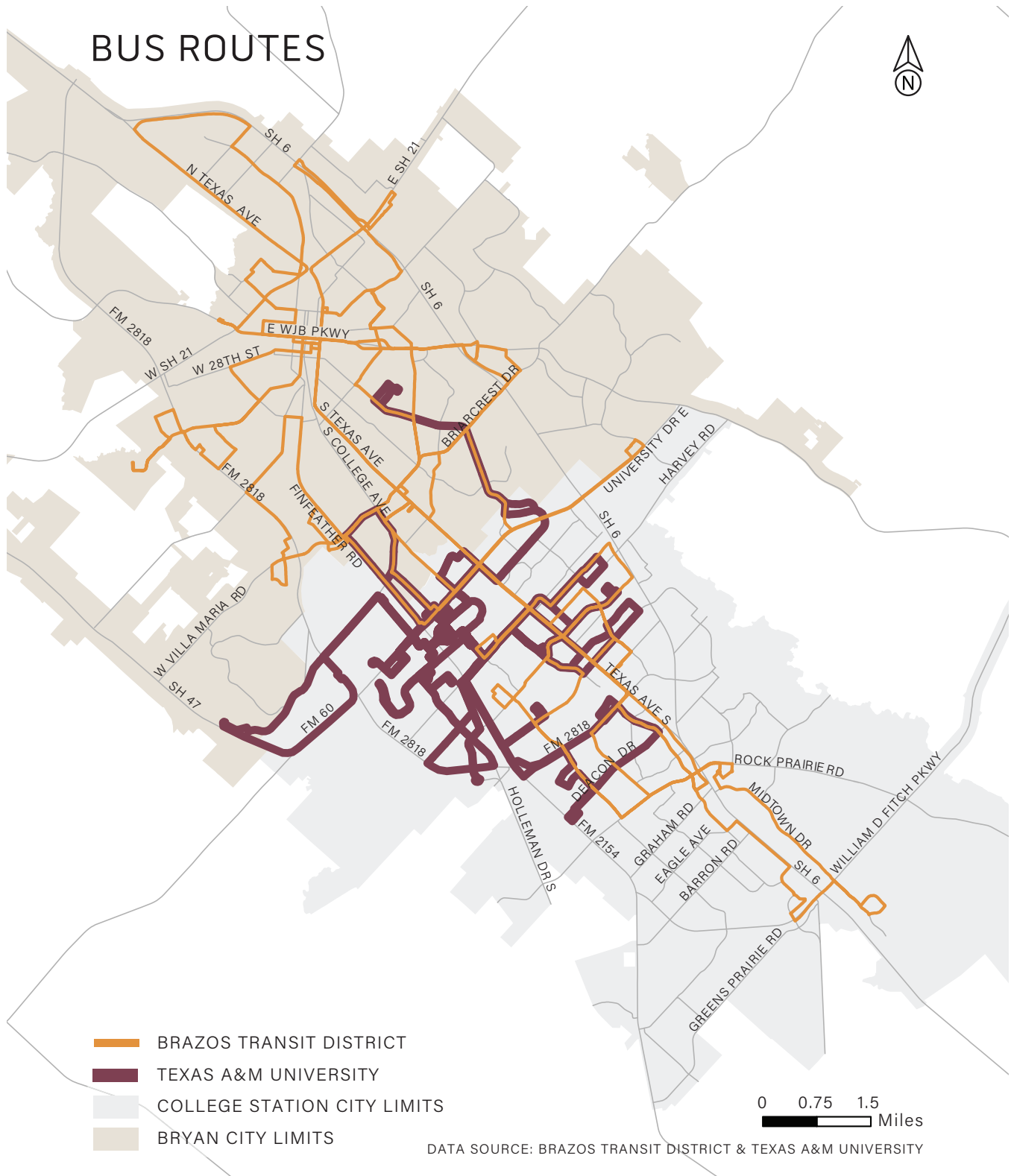


Figure 84: Brazos Transit and Aggie Spirit Bus Routes; Source: City of College Station

Railroad

Union Pacific operates the rail line paralleling Wellborn Road. College Station has seven at-grade railroad crossings and two grade-separated crossings. Plans include the addition of three more grade-separated crossings, replacing two existing at-grade crossings.

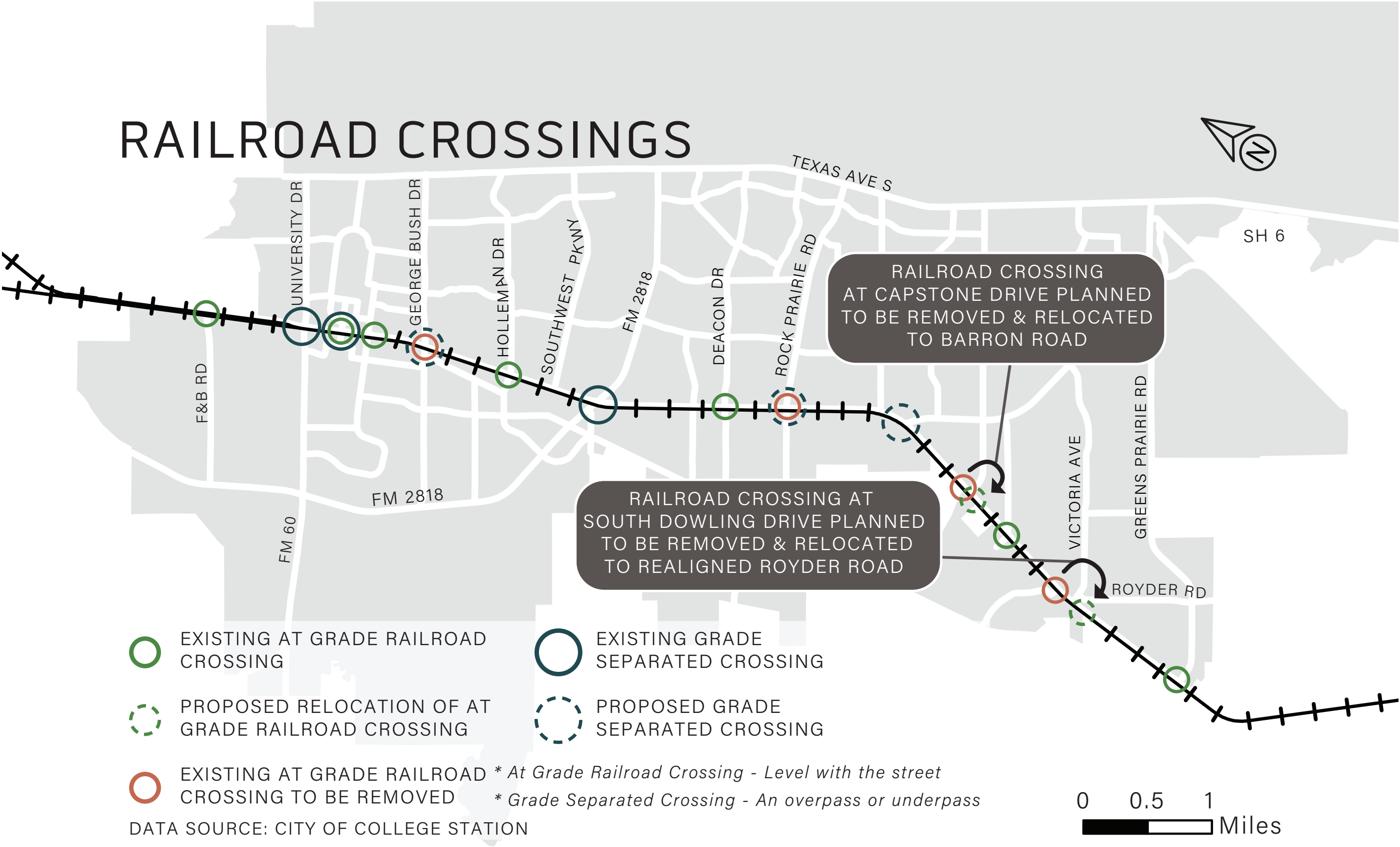


Figure 85: Railroad Crossings Map; Source: City of College Station

Air Travel

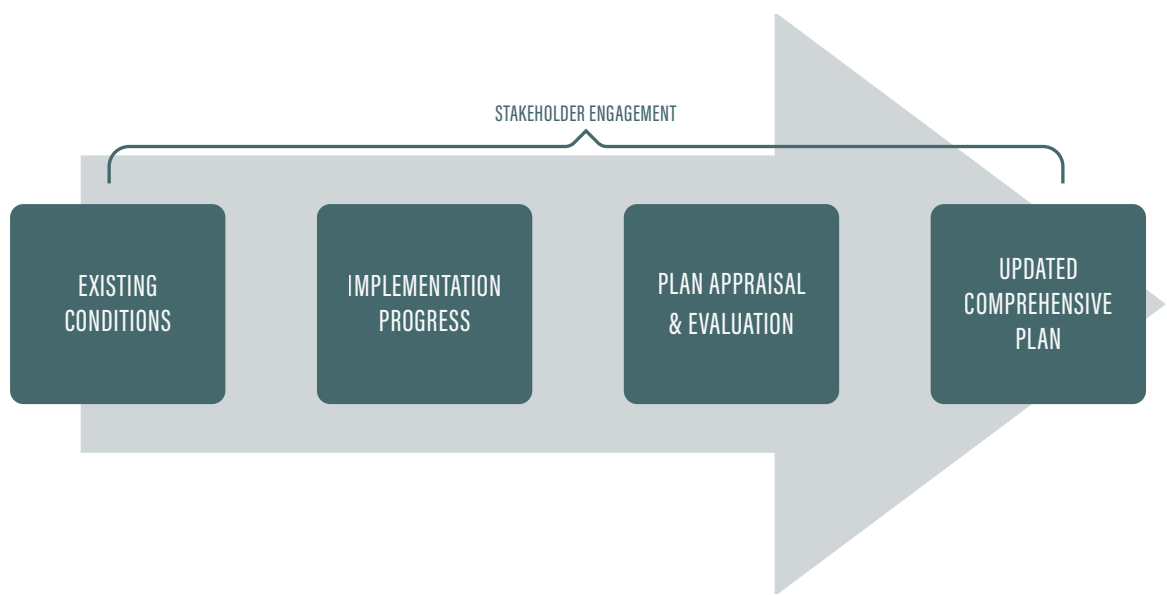
Easterwood Airport is a non-hub regional airport and is currently owned and operated by the Texas A&M University System. The 700-acre airport is located on the west side of the University, in northwest College Station. Its elevation is 320.6 feet and there are two runways in operation. The William A. McKenzie Terminal provides commuter flights to the cities of Dallas and Houston. Easterwood supplies fuel and flight planning for Life Flights and Military Medi-vac flights. In 2022, United Airlines discontinued flights out of Easterwood Airport to George Bush International Airport. Additionally, the extension of FM 249 and its toll facility has improved travel access to Houston airports.





NEXT STEPS

The Existing Conditions Report serves as the foundation for the 5-year comprehensive plan update process, providing critical insights into current trends and future needs. The information outlined in this report will shape the development of the updated Comprehensive Plan and guide its implementation, monitoring, and evaluation. This iterative approach ensures the plan remains adaptable and responsive to the community's evolving needs and priorities. Next steps will focus on collaboration and engagement with key stakeholders, including residents, local businesses, and city officials, to ensure the updated plan reflects shared goals and values. The evaluation and appraisal of the plan will be overseen by an appointed Comprehensive Plan Evaluation Committee, which will provide recommendations to inform the update process.



ACKNOWLEDGEMENTS

PROJECT TEAM

Heather Wade, **Principal Planner, Project Manager**

Christine Leal, **Long Range Planning Administrator**

Ashley Klein, **Staff Planner**

Matt Cline, **GIS Analyst**

Julie Svetlik, **GIS Analyst**

Molly Hitchcock, **Assistant Director**

Jason Schubert, **Transportation Planning Administrator**

Jesse Dimeolo, **Senior Planner**

Lucero Valenzuela, **Multimedia Coordinator**

Joelene Tomecek, **Multimedia Manager**

OTHER CONTRIBUTORS

Ramiro Martinez, PE, **Engineering Operations Manager, Water Services**

Kim Voitier, **Utilities Administration Manager, Utilities**

Debbie Eller, **Director, Community Services**

Gustavo Roman, **Assistant Director, Community Services**

David Brower, **Community Development Analyst, Community Services**

Joshua Brooks, **Community Development Analyst, Community Services**

Brian Piscacek, **Assistant Director, Economic Development and Tourism**

Stacey Vasquez, **Economic Development Coordinator**

Richard Mann, **Fire Chief**

Stuart Marrs, **Fire Captain**

Mary Ellen Leonard, CPA, **Director, Fiscal Services**

Michael Isermann, **Assistant Director, Parks and Recreation**

Billy Couch, **Police Chief, Police**

Caroline Ask, **Division Manager - Solid Waste, Public Works**

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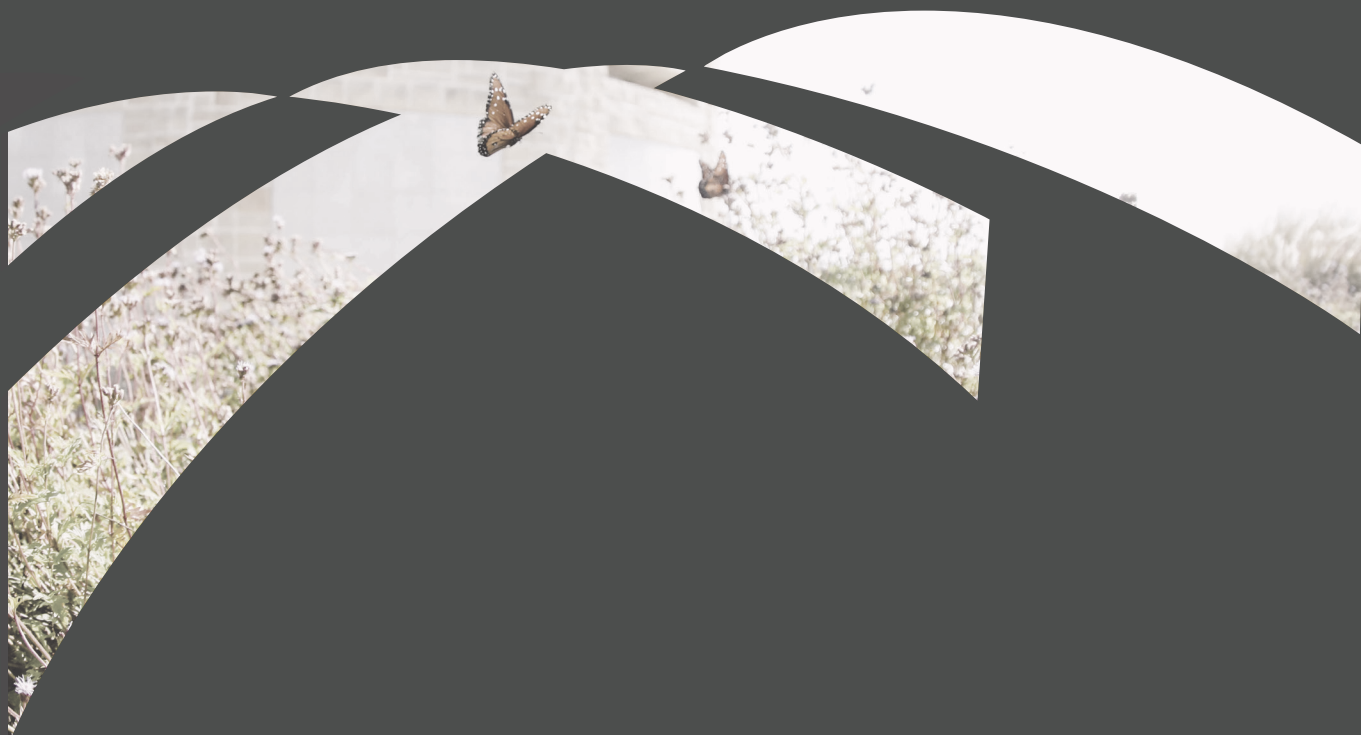
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IMPLEMENTATION PROGRESS REPORT

2019-2023



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INTRODUCTION

The Comprehensive Plan identifies 98 action items intended to achieve the community's vision and goals for the future. This report compiles the status of each action item, along with metrics and community changes over the past five years. In 2022, the City began to use collaborate project management software to track the implementation of the Comprehensive Plan in real time. Data from this program, along with information gathered during interviews and staff research, was used to inform the action item updates below.

STATUSES

On track: The action item is progressing as expected.

Off track: The item is not progressing as expected; there are issues or delays.

At risk: The action item is in danger of not being achieved. If the issues are resolved, the action item may still be completed.

Not started: The action item has not yet begun.

Achieved: The action item has been completed and resulted in the intended outcome.



CHAPTER 2

DISTINCTIVE PLACES

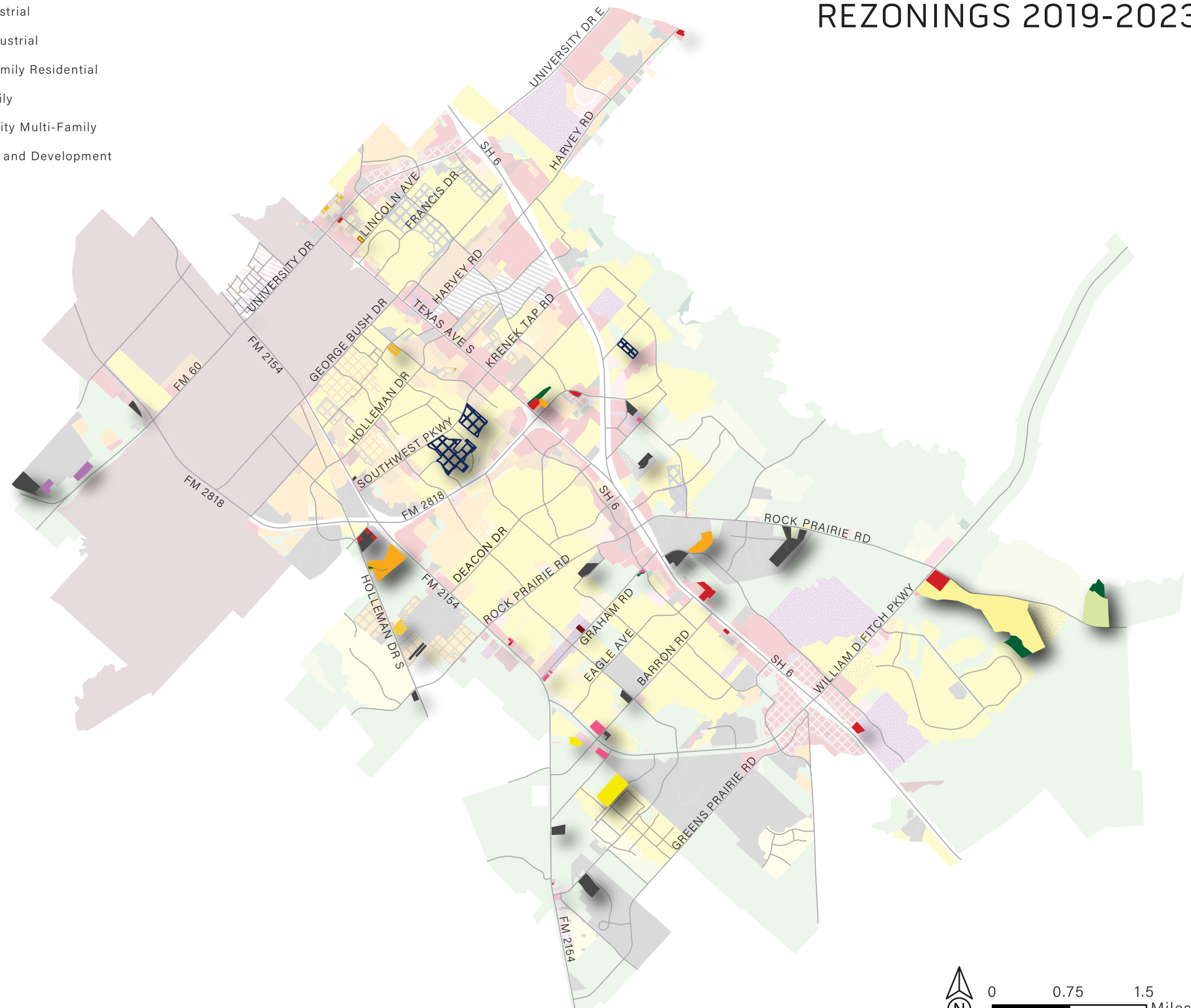
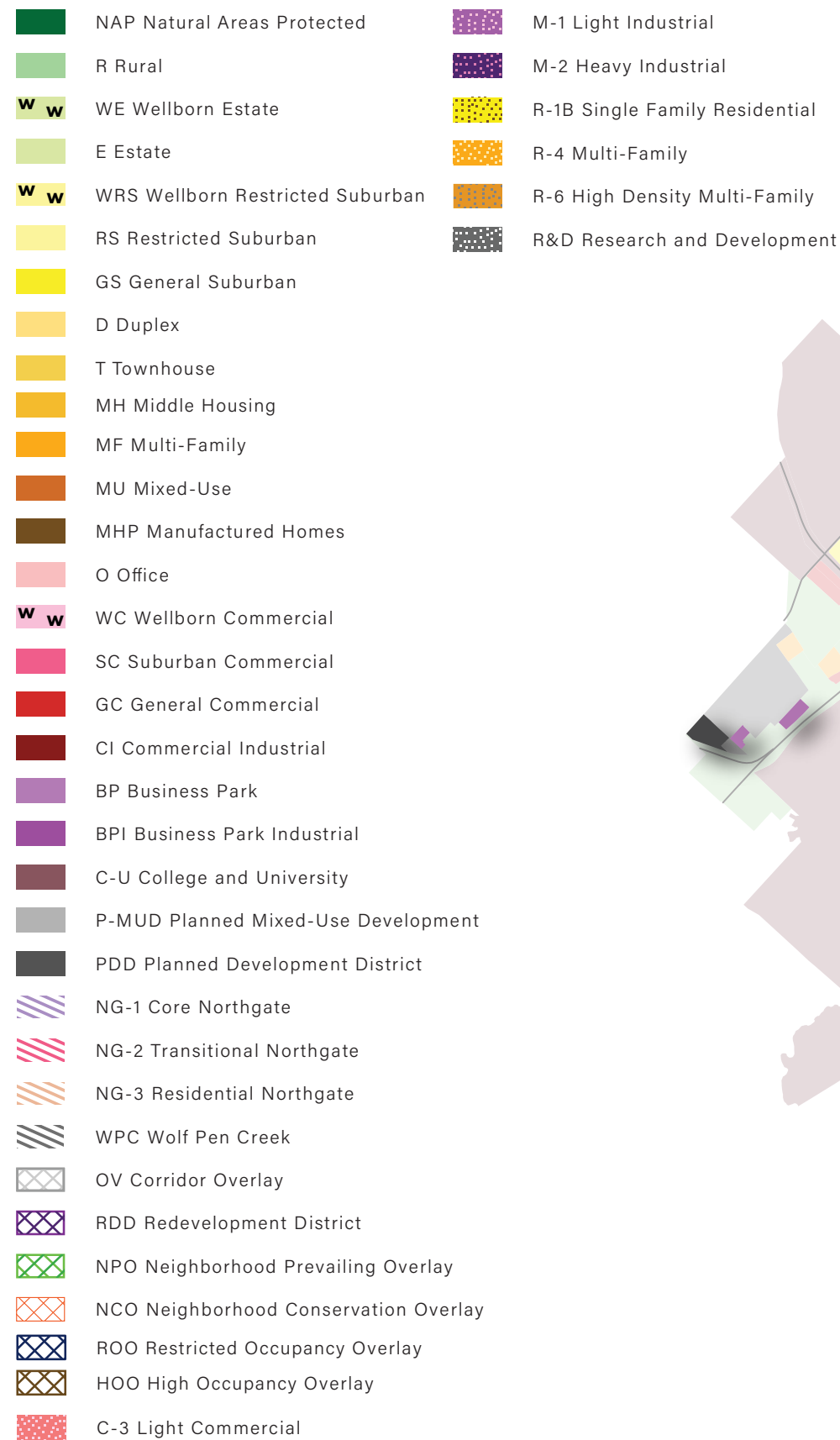
GOAL: Vibrant and distinct districts, attractive neighborhoods, revitalized gateways and corridors, and conserved natural areas, grounded in environmental stewardship and resiliency.

HIGHLIGHTS SINCE 2019

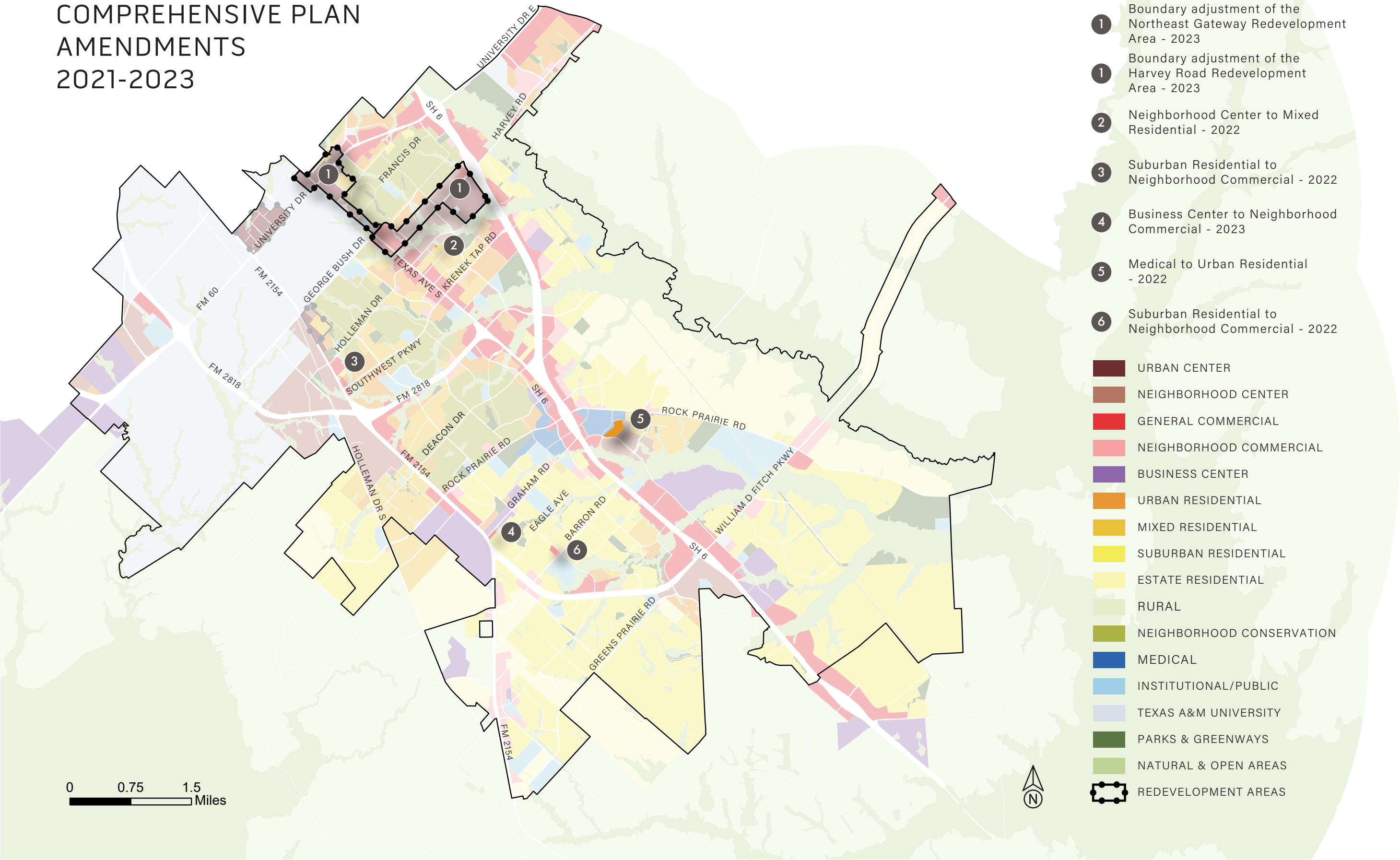
2 Small Area Plans Created

7 Plans Retired

REZONINGS 2019-2023



COMPREHENSIVE PLAN
AMENDMENTS
2021-2023



- 1 Boundary adjustment of the Northeast Gateway Redevelopment Area - 2023
- 1 Boundary adjustment of the Harvey Road Redevelopment Area - 2023
- 2 Neighborhood Center to Mixed Residential - 2022
- 3 Suburban Residential to Neighborhood Commercial - 2022
- 4 Business Center to Neighborhood Commercial - 2023
- 5 Medical to Urban Residential - 2022
- 6 Suburban Residential to Neighborhood Commercial - 2022

- URBAN CENTER
- NEIGHBORHOOD CENTER
- GENERAL COMMERCIAL
- NEIGHBORHOOD COMMERCIAL
- BUSINESS CENTER
- URBAN RESIDENTIAL
- MIXED RESIDENTIAL
- SUBURBAN RESIDENTIAL
- ESTATE RESIDENTIAL
- RURAL
- NEIGHBORHOOD CONSERVATION
- MEDICAL
- INSTITUTIONAL/PUBLIC
- TEXAS A&M UNIVERSITY
- PARKS & GREENWAYS
- NATURAL & OPEN AREAS
- REDEVELOPMENT AREAS

ACTION ITEM STATUSES

2.1	On Track	Review and undertake amendments to the Unified Development Ordinance's zoning districts.
2020 Amendments - Single-Family Residential Dimensional Standards Ordinance Amendment - Adopted January 23, 2020. - Allowed flexibility in the design and layout of detached single-family subdivisions through an additional side setback option, while maintaining the fifteen (15) feet of building separation intended for these types of developments. - Neighborhood Conservation Overlay Ordinance Amendment - Adopted March 9, 2020. - Removed references to the Neighborhood Prevailing Overlay and the Conservation Study. Added Garage Requirement and Garage Size to the Options for Inclusion. Updated the Tree Preservation section to clarify that trees are to be barricaded and preserved during demolition and/or construction as measured by a radius and adds the option to exclude specific tree species from preservation requirements. Provided the Neighborhood Conservation Overlay (NCO) Petition Committee the option to include a maximum number of Off-Street Parking spaces, parking area and location per yard, and required driveway width between 12 and 25 feet. Allowed for anyone to be a member of the Petition Committee for any subdivision. Added meeting sign-in sheets, and minutes signed by a Petition Committee member to the list of requirements for a complete NCO application. - Neighborhood Prevailing Overlay Ordinance Amendment - Adopted June 11, 2020. - Established the Neighborhood Prevailing Overlay as a retired district. Established the NPO as a retired district, did not change the requirements for the one existing NPO in the Glenhaven Estates subdivision. Ensured that no one may request an NPO in the future. If a subdivision wishes to establish a single-family overlay district, they should petition for a Neighborhood Conservation Overlay (NCO). 2021 Amendments - Restricted Occupancy Overlay (ROO) Ordinance Amendment - Adopted April 19, 2021. - Created a new overlay zoning option for single-family subdivisions to restrict occupancy to no more than two unrelated persons. An application for a ROO requires a majority (50% + one) of a subdivision's property owners to sign a petition supporting the application. A legacy (grandfather) clause allows existing occupancy levels up to four unrelated persons to continue under certain conditions. The City's existing restrictions of no more than four unrelated persons remained for all areas without the overlay.		

2022 Amendments

- Shared Housing Ordinance Amendment
 - Adopted October 13, 2022.
 - Created a new use known as Shared Housing, which allows for more than four unrelated persons to occupy a single dwelling unit. This ordinance established which zoning districts the use is allowed in, development standards for the use, and eliminated the Northgate High Density Dwelling Unit use.
- Single-Family Overlay Amendment (ROO & NCO) Ordinance Amendment
 - Adopted October 27, 2022.
 - Amended the single-family overlay application process for the Restricted Occupancy Overlay (ROO) and Neighborhood Conservation Overlay (NCO) to allow multiple contiguous phases of original subdivisions to apply jointly, submit one application, and pay one application fee.
- Middle Housing Ordinance Amendment
 - Adopted October 27, 2022.
 - Created a new Middle Housing zoning district, which allows for a flexible mix of housing types between single-family homes and multiplexes and established development standards for each housing type.

2023 Amendments

- Conditional Use Permit Ordinance Amendment
 - Adopted March 23, 2023.
 - Amended Conditional Use processing, specifically giving the UDO Administrator the ability to approve minor changes to a Conditional Use permit, stating the duration of a Conditional Use permit, giving the City the ability to temporarily suspend a Conditional Use for public health and safety reasons, clarifying how a violation of the terms of a Conditional Use permit is unlawful, and establishing a process to revoke a Conditional Use permit.
- High Occupancy Overlay (HOO) Ordinance Amendment
 - Adopted September 14, 2023.
 - Created a new overlay zoning district that allows Shared Housing uses.
- Middle Housing Zoning District Parking Ordinance Amendment
 - Adopted September 14, 2023.
 - Modified the current ordinance to allow up to four vehicles to park in the front yard area of a lot that is zoned MH Middle Housing. Also, clarified access requirements for parking in the rear yard area.
- Shared Housing Ordinance Amendment
 - Adopted October 26, 2023.
 - Modified the current ordinance to permit Shared Housing uses in the MH Middle Housing zoning district only when there is also a HOO High Occupancy Overlay.
- Flood Ordinance Amendment
 - Adopted December 11, 2023.
 - Modified the current ordinance to include requirements for replacement of manufactured homes in existing manufactured home developments.

2024 Amendments

- Conditional Use Permits and Nonconforming Uses Ordinance Amendment
 - Adopted October 24, 2024.
 - Modified conditional use permit requirements and the expiration of conditional use permits and nonconforming uses, and required nightclubs, bars, and taverns in NG-1 and NG-2 to follow the conditional use permit process.

2.2	On Track	Prioritize and undertake detailed plans for priority neighborhoods, districts, corridors, or redevelopment areas.
		- Wellborn District Plan updated and adopted 10/12/2023 - This update covers 2023-2033 and serves as a statement of the Wellborn community's vision for the future. It provides goals and actions on a broad range of topics and provides strategic direction to maintain the rural character of Wellborn while managing small-scale growth and maintaining a high quality of life. - Northeast Gateway Redevelopment Plan created and adopted 9/28/2023 - The plan imagines changes to the area to better serve the two major corridors that intersect within the redevelopment area and complement the nearby hospitality corridor, Eastgate area, and Texas A&M University campus.
2.3	On Track	Creative incentives and programs to revitalize existing areas and established neighborhoods.
2.4	On Track	- HOME Investment Partnerships American Rescue Plan Program (HOME-ARP) Grant - The LEAD Program created in 2024 addresses the needs of vulnerable residents by using trauma-informed case management, family counseling, support services, benefits navigation, and life/financial coaching as well as assisting clients financially to stabilize the household to prevent homelessness. - Section 108 Loan - Adopted the LULAC Oak Hill Apartment Rehabilitation in 2021 This effort includes the rehabilitation of a 50-unit complex with land use restrictions ensuring availability to low-income elderly renters. - The Community Development Block Grant CARES Act (CDBG-CV) Program - The COVID Disaster Response Program 2020 included numerous programs to assist residents with rental and utility payments among other necessities, as well as to provide local business with support during the pandemic.

2.5	On Track	Pursue feasibility of a tree preservation and/or tree planting incentive program.
- Created the Cooling College Station Plan - Secured grant funding and planted 117 trees in two City parks since 2023. - In 2024, the Parks and Recreation Department coordinated two tree giveaways: - Texas Native Tree Giveaway (1450 trees). - Loblolly Pine Tree Giveaway (1500 seedlings).		
2.6	Achieved	Create additional incentives for conservation design and evaluate the effectiveness of cluster development standards in the Unified Development Ordinance.
- Cluster Subdivisions Ordinance Amendment - Adopted July 28, 2022. - Amended the Cluster Developments section of the Unified Development Ordinance to reduce the minimum lot width and depth of a residential lot and increase the amount of required open space.		
2.7	On Track	Integrate parks, greenways, and community facilities within new neighborhoods.
- Multi-Family Park Land Dedication Ordinance Amendment - Adopted July 29, 2019. - Updated the Parkland Dedication section by modifying the fee schedule so that land dedication requirements for multifamily developments are proportional to the fee-in-lieu dedication. - Parkland Dedication Ordinance Amendment - Adopted June 9, 2022. - Eliminated the distinction between community and neighborhood parks for dedication purposes, reduced the number of parkland dedication zones to four, added an appeals process, allowed developers of private parks to receive up to a 25% credit, and updated the dedication and fee amounts. - New Park Developments: 2019: - Northgate - Fun For All Playground - Greens Prairie Reserve 2020: - Midtown Reserve - The Planning & Development Department continued to formalize connectivity through the platting process. Connectivity to Texas Independence Park was incorporated in the expansion of the Midtown Reserve subdivision in 2024, with the Midtown's preliminary plan ensuring connections to the park.		

2.8	On Track	Evaluate and update development standards in the Unified Development Ordinance.
2019 Amendments ▪ Sidewalk Fee In Lieu Ordinance Amendment ▪ Adopted March 14, 2019. ▪ Allowed Fee in Lieu of Construction for sidewalks to be determined by the Administrator rather than the Planning & Zoning Commission. ▪ Block Length Ordinance Amendment ▪ Adopted March 28, 2019. ▪ Removed Block Perimeter requirements and exemptions from block length requirements were added for single-family development plats and minor plats. In addition, the Thoroughfare Plan Functional Classification and Context Class Map is now the measurement guide for Block Length and Cul de Sac Length. ▪ Lots Made Nonconforming by Annexation Ordinance Amendment ▪ Adopted August 8, 2019. ▪ Updated the Nonconformities section to explicitly state that lots and platted or partially platted building plots made nonconforming through annexation are allowed to replat, provided the replat brings the property closer to compliance with current zoning district standards. 2022 Amendments ▪ Cluster Subdivisions Ordinance Amendment ▪ Adopted July 28, 2022. ▪ Amended the Cluster Developments section of the Unified Development Ordinance to reduce the minimum lot width and depth of a residential lot and increase the amount of required open space. ▪ Sidewalks Ordinance Amendment ▪ Adopted October 27, 2022. ▪ Amended Sidewalks section of the Subdivision Regulations to reduce the number of zones for fee in lieu of sidewalk construction to four, added an appeals process, allowed staff to require fee in lieu, and required sidewalks along thoroughfares in rural context areas. 2023 Amendments ▪ Lot-by-Lot Grading Ordinance Amendment ▪ Adopted June 12, 2023. ▪ Created a requirement that single family construction must account for, and provide, lot grading information to mitigate drainage issues between properties upon redeveloped and initial development. ▪ Off-Street Parking Requirements Ordinance Amendment ▪ Adopted August 10, 2023. ▪ Amended Sections 5.8.B Northgate by adding tandem parking as a design option for structured parking garages. Amended Section 7.2.J Bicycle Facilities by removing bicycle requirements and placing them in Section 7.3 "Off-Street Parking Standards." Amended Section 7.3 by adding in bicycle parking, updating minimum and maximum ratios, removing minimum parking requirements from redevelopment areas, and adding additional reductions to parking requirements.		
2.9	Not Started	Develop or refine incentives to promote high quality design.

2.10	On Track	Encourage parking alternatives to support redevelopment opportunities.
- Off-Street Parking Requirements Ordinance Amendment - Adopted August 10, 2023 - Amended Sections 5.8.B Northgate by adding tandem parking as a design option for structured parking garages, Section 7.2.J Bicycle Facilities by removing bicycle requirements and placing them in Section 7.3., and Section 7.3 by adding in bicycle parking, updating minimum and maximum ratios, removing minimum parking requirements from redevelopment areas, and adding additional reductions to parking requirements.		
2.11	On Track	Continue to initiate proactive zoning map updates.
Initiated proactive rezonings to Middle Housing in strategic areas to help provide more housing options and to implement the community's vision expressed in the Comprehensive Plan. Allowed private owners, developers, and the market to add needed housing stock in appropriate areas over time as a neighborhood evolves. - Completed Phase 1 of City-initiated MH Middle Housing rezoning in 2023. 1753 Lots. 363.33 Acres. - Completed Phase 2 of City Initiated MH Middle Housing rezoning in 2024. 254 Lots. 43.88 Acres.		
2.12	On Track	Continue beautification programs.
- Maintained partnership with Keep Brazos Beautiful. - Public Works relocated trees from the intersection of State Highway 6 and University Drive to various corridors and parks. Moved the trees to various locations, including near the intersection of Texas Avenue and FM 2818 and in front of the College Station post office. - Public Works is currently determining median plantings for recently completed road projects and is considering using drought tolerant native plantings to enhance the median while using less or no irrigation.		



CHAPTER 3

STRONG NEIGHBORHOODS

GOAL: Viable and attractive neighborhoods that maintain long-term neighborhood integrity while collectively providing a wide range of housing options and other services for a diverse population.

HIGHLIGHTS SINCE 2019

4 New Parks

Housing Action Plan
Adopted in 2024

+2,963
Multi-Family Units

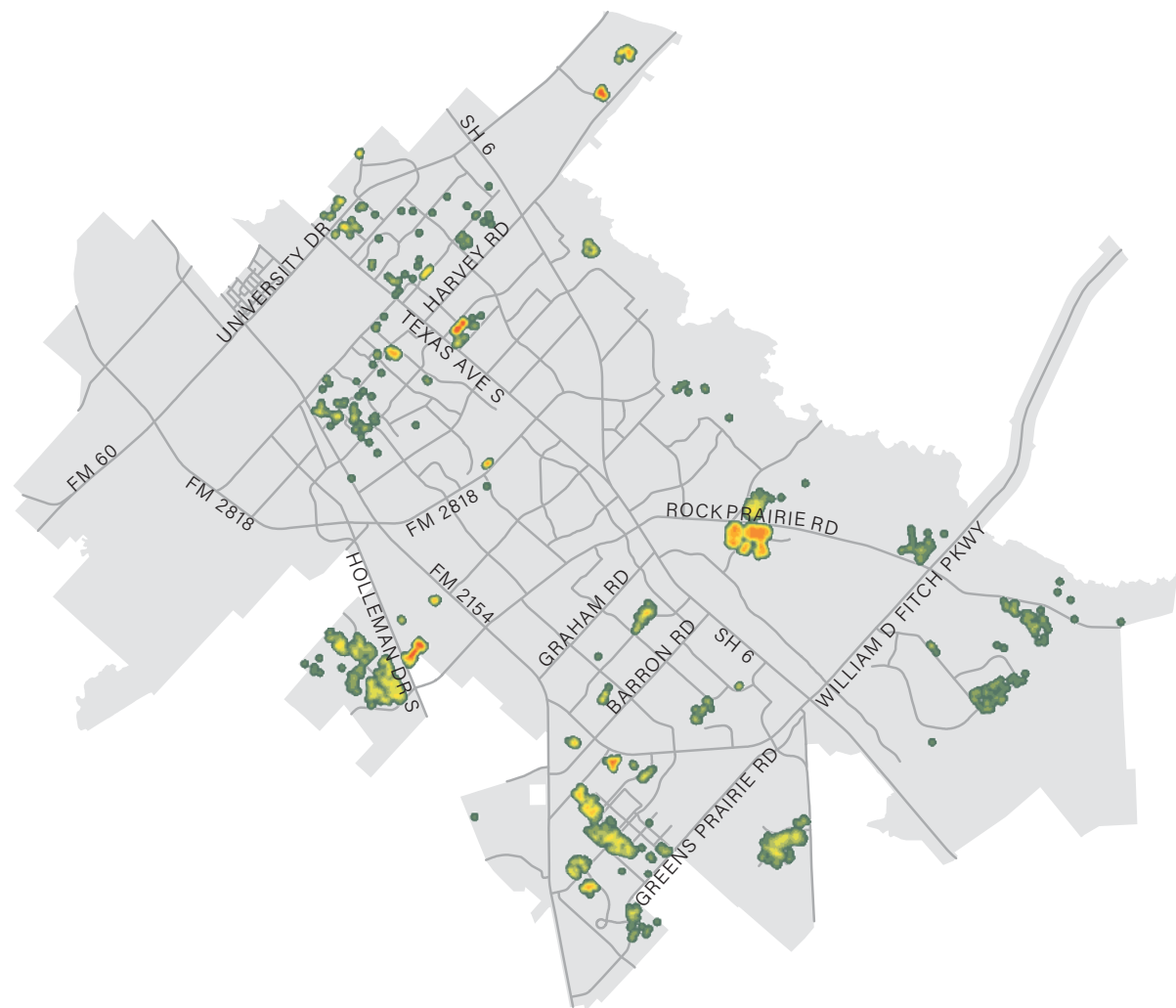
+2,282
Single-Family Units

+152
Duplex Units

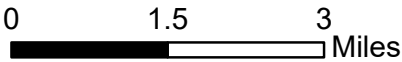
+281
Townhouse Units

NEW RESIDENTIAL HOUSING UNITS 2019-2023

SINGLE FAMILY



MULTI-FAMILY



RESIDENTIAL DENSITY BASED ON NUMBER OF UNITS



3.1	Not Started	Evaluate the effectiveness and refine neighborhood compatibility standards in the UDO.
3.2	On Track	Create a neighborhood planning toolkit.
- The Neighborhood Toolkit program was created 10+ years ago and is updated every 2 years to ensure it is relevant and reflects the most current policies and information. - Created a toolkit specifically for starting new neighborhood associations to assist groups who need help getting started with the organization process.		
3.3	On Track	Create and promote a housing maintenance educational program.
- The Community Services Department is developing a series of housing maintenance education videos for public consumption. - Compiled scripts for the videos and began pre-production with the Public Communications department.		
3.4	On Track	Expand affordable housing and workforce housing.
- The Community Services Department made significant strides in expanding affordable and workforce housing opportunities by implementing strategic initiatives, funding programs, and partnerships to support low- and moderate-income residents in College Station. - Released the 2024 Affordable Housing Request For Proposal, solicited proposals from local partners for the expansion of affordable housing opportunities in College Station. - Created the Housing Action Plan in 2024. The plan seeks to provide new avenues for providing affordable housing as well as programs to increase homeownership. - Contributed Community Development Block Grant funds towards the demolition of a dilapidated structure to allow for the construction of Unlimited Potential facilities. - Unlimited Potential aims to provide comprehensive support and resources to empower young adults aging out of foster care as they transition into independent living. - Partnered with Elder Aid, a local Certified Housing Development Organization (CHDO), following their response to an Affordable Housing Request for Proposal to develop a funding agreement that will allow for the construction of a new housing unit to be maintained as a rental unit for low-and-moderate income citizens of College Station		
3.5	At Risk	Develop a parking strategy for neighborhoods near the university.
Conducted a paid parking pilot program in FY24. In 2024, City Council provided direction that a permanent parking program was not to be pursued at this time.		

3.6	On Track	Develop and refine data monitoring processes to analyze housing trends and define a strategic set of actions to address housing affordability, diversity, and gentrification.
- The Community Services Department performed multiple actions to monitor data and analyze trends: - Adopted the Housing Action Plan in 2024. The goal of the Housing Action Plan is to investigate available tools to create or incentivize affordable housing opportunities for residents. - Developed an internal dashboard to monitor progress on and reporting mechanisms for field devices for the Housing Conditions Survey. - Completed the Housing Conditions Survey in 2020, initiated process for the 2025 survey. - Completed the Affirmatively Furthering Fair Housing report, a document that aims to contextualize historic and systemic housing issues faced by the citizenry in 2023. - Conducted annual Point in Time Count, a count of people experiencing homelessness who are sheltered in emergency shelters, transitional housing, and Safe Havens on a single night. The count informs strategic planning as it pertains to homeless populations.		
3.7	On Track	Continue to track neighborhood change.
- The Community Services Department tracked neighborhood character through ongoing updates to its Rental Registration Program and Short-Term Rental lists, using third-party analysis and internal screenings develop a better understanding of neighborhood character. - The City conducts a Housing Conditions Survey every five years. The last survey was completed in 2020.		
3.8	Achieved	Evaluate relevancy of neighborhood and small area plans that are beyond their planning horizon.
In 2022, the Planning & Development Services Department developed a process to evaluate and retire small area plans that are beyond their planning horizon. - Adopted Phase 1 of the Small Area Plan Audit in 2022. Retired the following 4 plans: - The Central College Station Neighborhood Plan, 2010 - The Eastgate Neighborhood Plan, 2011 - The Southside Area Neighborhood Plan, 2012 - The South Knoll Area Neighborhood Plan, 2013 - The 2013 Wellborn Community Plan was retained and updated in 2023 to the Wellborn District Plan. - Phase 2 of the Small Area Plan Audit was adopted in 2024. Retired the following 3 plans: - The 1996 Northgate Redevelopment Plan with the 2003 Northgate Redevelopment Implementation Plan - The 1987 Wolf Pen Creek Master Plan - The 2012 Medical District Master Plan		

3.9	On Track	Continue partnering with local nonprofit organizations and area partners to support affordable housing options.
▪ The Community Services Department has partnered with numerous nonprofit organizations, including: ▪ Elder-Aid ▪ BVCAP ▪ LULAC ▪ Twin City Mission ▪ Received the 2024 CDBG Best Project Recognition Award by HUD for the work done with the LULAC non-profit organization. ▪ Maintained representation in the Health, Housing, Homelessness, and Hunger Coalitions. ▪ Sustained ongoing partnerships with 10 local nonprofit organizations ▪ Hosted the United Way Fundraiser and Fall Festival in 2024. ▪ Partnered with LULAC Oak Hill to rehabilitate 50 units of affordable housing for income-qualifying residents of College Station. ▪ Issued a Request For Proposal and collaborated with Elder Aid to acquire a duplex intended for use as low- and moderate-income housing. ▪ Provided funding to three public service agencies (Catholic Charities, Big Brothers Big Sisters, and the Prenatal Clinic). ▪ Developed a new Public Service Agency evaluation committee that evaluated 6 new applications for PSA funding.		
3.10	On Track	Continue outreach and educational efforts to support existing and encourage new neighborhood organizations.
▪ The Neighborhood Services Department operated several programs: ▪ The Weekly Neighborhood Newsletter sent to registered homeowners and neighborhood associations. ▪ The Monthly Seminar Supper, which highlights a topic of conversation or provides updates for different neighborhood stakeholders. ▪ The Annual Citizens University, an annual, 12- week behind the scenes program that allows citizens to see how the City of College Station operates. ▪ Developing a high school version of Citizens University be done either in late May or early June 2025. ▪ Took over the monthly Community Living Course in 2024 where people aged 18-24 years-old who have been sent by the Municipal Court Judge take a class that features information on being a good neighbor, City ordinances, and more. ▪ Partnered with the Aggie Moms to provide them with welcome bags to share with their children that are students at Texas A&M. ▪ Distributed welcome bags to neighborhood groups and citizens.		

3.11	On Track	Continue to fund the Neighborhood Grant Program
- The Neighborhood Grant program continued to be funded each year by the Council. It has been expanded several times over the last few years beyond landscaping projects. - Responded to the requests from neighborhoods to make the program easier to use and more flexible to account for the various sizes of our neighborhoods and their ability to do projects. - Allowed for sign toppers. - Customized street signs. - Increased flexibility with adopted projects. - Currently anticipate having at least 4-6 applications from the neighborhoods. - One active recipient is the Devonshire HOA for landscaping and irrigation.		
3.12	On Track	Require neighborhood meetings for certain development applications.
- As of 2022, Project Proposal Meetings with neighborhoods and surrounding residents are required for all proposed Comprehensive Plan Amendments. - Neighborhood meetings are required for all Single-Family Overlay Zoning requests including the Neighborhood Conservation Overlay (NCO) and Restricted Occupancy Overlay (ROO).		
3.13	On Track	Maintain property maintenance enforcement efforts.
Code Enforcement continued to employ best practices involving Property Maintenance issues and continued to educate owners on issues within the City.		
3.14	On Track	Evaluate the effectiveness of short-term rental regulations.
- The Community Services Department employs a third-party data collection agency to scour the internet for newly listed short-term rentals. - Identified 406 Short-Term Rentals not registered.		
3.15	On Track	Evaluate and refine the rental registration program.
- Developed new analysis techniques in GIS to maintain programmatic sustainability and help identify rental properties which are not registered with the Rental Registration program - Registered 4,406 long term rentals since 2019.		



CHAPTER 4

PROSPEROUS ECONOMY

GOAL: A diversified economy with a wide variety of competitive jobs and support for entrepreneurs that provides a tax base to support the City's ability to foster a high quality of life where economic prosperity is widespread.

Unlike the other chapters of the Comprehensive Plan, the action items in chapter 4 are contained in a separate Master Plan.

The College Station Economic Development Master Plan was adopted by the City council in 2020 and guides the community's economic development path for the next 5-10 years. The intent of the master planning process is to ensure growth and development advance the City's economic development objectives. The process should also further College Station's goal of "ensuring a diversified economy, generating quality, stable, full-time jobs; bolstering the sales and property tax base; and contributing to a high quality of life."

The following table contains the action items and status updates of the Economic Development Master Plan

SUPPORT AND PARTNER WITH REGIONAL ALLIES TO ATTRACT HIGH-END INVESTMENT	
1	Focus efforts on recruiting Aggie-owned and led businesses to College Station - Executed contract with The Cannon to establish a virtual incubator concept for small business owners/entrepreneurs and provide local resources for College Station's current and future businesses. - The Economic Development Department engaged with local entrepreneur groups, including weekly meetings with One Million Cups to network with area entrepreneurs/business leaders.
2	Continue partnerships with regional economic development partners such as the Brazos Valley Economic Development Corporation (BVEDC) to raise the profile and compete for high-end investment opportunities. Continued partnerships and collaboration with Greater Brazos Partnership (GBP, formerly BVEDC), Brazos County, and TAMU affiliates to market eligible sites for significant industrial development, including the City's Midtown Business Park.
3	Maintain direct dialogue with existing businesses to aid in their abilities to expand their presence in the community. - Hosted quarterly "Business Over Breakfast" events as a business retention and expansion program. - Economic Development served as a liaison with local business owners to keep businesses informed on City projects and events. - Created a monthly newsletter through partnership with Tourism and Economic Development to keep businesses updated on events and anticipated visitors coming to the area, as well as a mobile visitors pass to entice visitors to visit local establishments while in town. - Added an annual Christmas mobile pass.
4	Focus on retaining students by connecting them with internships, and post-graduation employment. Action was not pursued.
5	Engage in frequent communication and cooperation with Texas A&M and the Texas A&M System, especially regarding opportunities in the private sector (e.g. RELIS). - Maintained communication with various TAMU system agencies and departments, including Texas A&M AgriLife Extension and the system real estate office. - The Economic Development Department presented biannually to TAMU's student Economic Society.

SUPPORT RETAIL DEVELOPMENT AND REDEVELOPMENT OPPORTUNITIES

1 Continue to promote the City's market opportunities to retailers and developers trying to enter the local market on the economic development website.

- Continued collaboration with The Retail Coach regarding attracting desired retailers/developers to College Station.
- Attended ICSC and Retail LIVE.
- Currently preparing for the execution of a real estate agreement with a developer on the City-owned 28-acre site next to Costco.
- New marketing collateral to assist with representing underutilized areas and vacant spaces to potential users.

2 Develop retail reinvestment strategies to enhance mixed-use opportunities and commercial area upgrades.

- The City purchased the former Macy's building at Post Oak Mall and has engaged with mall ownership and other entities for the prospective redevelopment of the site. Maintained communication with area developers/brokers regarding specific properties and locations along key thoroughfares, such as University Drive/Texas Avenue.
- Pursuing a redevelopment effort in the Northgate area.

3 Ensure land use planning and development regulations provide for adequate ability to respond to market opportunities.

- Worked in conjunction with Planning & Development Services Department regarding proposed land uses and redevelopment areas such as the Northeast Gateway Redevelopment Plan.

4 Use financial and other incentives to aid underperforming or underutilized business sites when appropriate.

- Partnered with Community Development Department to coordinate delivery of Community Development Block Grant CARES Act (CDBG-CV) Program funds because of the COVID-19 pandemic.
- Collaborated with various public agencies on the development of a bridge loan program to help support ailing businesses.

5 Start retail business retention and expansion (BRE) visits to encourage growth and additional locations.

- Attended Chamber of Commerce ribbon cuttings, participated in annual Chamber Day visits, established a monthly newsletter for local businesses with information regarding the number of visitors expected for sports events and conventions.
- Attended Pre-Application-Conferences and assisted as needed with facilitating communication between various departments.

6 Pursue retail entertainment opportunities.

- Continued collaboration with The Retail Coach regarding marketing the community to desired entertainment users.
- Attended ICSC and Retail LIVE annually to assist with recruitment of entertainment users.

7 Consider establishment of a gateway improvement incentive program.

- Action was not pursued. Analyzing potential of gateway program with the recently adopted Northeast Gateway Redevelopment Plan.

8 Encourage retail redevelopment where ample infrastructure exists.

- Actively marketed second-generation spaces to backfill via The Retail Coach, tradeshow attendance, and collaboration with local brokers.
- Successfully redeveloped the former Albertson's along University Drive into a new center that includes a fitness user and an elevated outdoor retailer.

9 Seek retail opportunities near City assets (e.g. Texas Independence Ballpark and Veterans Park).

- Continued discussion with TAMU System real estate office regarding TAMU-owned property and their plans for development.
- Undertook the marketing and potential sale of 28-acres next to Costco across from Midtown Business Park.
- The ballpark referenced in this action item is no longer being pursued, but the potential of additional ballfields at Veterans Park is being analyzed.

SUPPORT EXPANSION AND RELOCATION OF CORPORATE INVESTMENT AND PEOPLE

1 Continue to promote market opportunities to companies, realtor/brokers, and site selectors to attract of high-end jobs and investment in biotechnology, advanced manufacturing, and other key industries that can utilize our highly skilled workforce.

- Continued outreach and collaboration with GBP, Brazos County, local realtor/brokers, potential users, and site selectors regarding opportunities at City-owned and private business parks.
- Sold the last remaining lots within the College Station Business Center for office/manufacturing/distribution uses.
- Reviewed targeted industries, updating marketing collateral; focused additional efforts on Animal Health in partnership with TAMU.

2 Coordinate outreach to these sectors through direct City marketing as well as regional partners such as Texas A&M and BVEDC.

- Greater Brazos Partnership (GBP) attended various site selector events and signature industry gatherings, such as the BIO International Convention, representing College Station and the Brazos Valley area.
 - Focused efforts to market through university and system channels to former Aggies who are leaders in their respective industries.
-

3 Ensure land use planning and development regulations provide adequate opportunities to respond to market opportunities.

- The Economic Development Department collaborated regularly with the Planning & Development Services team on prospective projects and participated in the review of commercial and industrial permits and related activities.
 - Conducted regular “Business over Breakfast” engagement opportunities with local business leaders, the Economic Development Department leveraged this feedback mechanism to influence City approaches.
-

4 Ensure necessary infrastructure and public services are adequate and available when needed to serve development opportunities.

- The Economic Development Department coordinated regularly with fellow City staff from Electric, Water/Wastewater, Public Works, CIP, and others to stay well-informed of new projects and system improvements.
 - Focus has been devoted to the Midtown Business Park, which is the City’s most recent and largest space available for industrial development. Over this plan period, the Economic Development Department refined infrastructure capacities and cost proposals for prospective development.
-

5 Support infrastructure to ensure critical sites (e.g. Midtown) are ready for development.

- The Economic Development Department, in coordination with the Capital Improvement Projects Department and Fiscal Services, maintained cost estimates for needed infrastructure for the build-out of the business park, which is contingent upon the sale of the property for industrial development.
 - The portion of the park fronting onto Midtown Drive has been heavily marketed, as the infrastructure is online, making this site (approx. 45 acres) shovel ready.
-

6 Highlight business parks and other available sites on the economic development website.

- Worked in conjunction with the Public Communications Department regularly to ensure the industry and business park portions of the website are up-to-date and marketed accurately.
-

7 Maintain dialogue with existing business to support their expansion.

- The Economic Development Department coordinated business retention and expansion activities with the Greater Brazos Partnership (GBP), including visits to companies within the targeted industries.
 - Collaborated with fellow public partners on a \$300 million expansion of the FUJIFLM Diosynth Biotechnologies, LLC campus in 2021/2022, along with a Texas Enterprise Zone Program nomination for the project.
 - FERA Diagnostics and Biologicals purchased property in a City-owned business park in 2024, growing from a smaller location in Aggieland Business Park to this new company headquarters and manufacturing facility.
-

8 Pursue Foreign Trade Zone designation for sites in College Station.

Action was not pursued.

9 Advance efforts to retain students' post-graduation and re-attract Aggies of all ages.

- Executed contract with The Cannon to establish a virtual incubator concept for small business owners/entrepreneurs and provide local resources for College Station's current and future businesses.
 - Engaged with local entrepreneur groups, including weekly meetings with One Million Cups to network with area entrepreneurs/business leaders.
-

10 Directly contact U.S. market areas with large senior populations that are considering relocation and communicate College Station's many advantages.

- Leveraged social media to demonstrate its advantages as a senior destination, often touting rankings and recognitions resonating with that demographic. For example, in 2024, Realtor.com named College Station as one of the top 10 cities to retire.
-

**SUPPORT ATTRACTION AND EXPANSION OF DESTINATION ENTERTAINMENT
AND HOSPITALITY ACTIVITIES**

1 Expand and enhance City and partner facilities to attract athletic, cultural, and business events.

- With the inclusion of Visit College Station, the City brought the tourism convention and visitor bureau services within direct City oversight and joined it alongside Economic Development.
 - Collaborates regularly with Texas A&M representatives amongst athletics and various departments with respect to convention and sports events.
 - Undertaking analyses for a recreation center and convention center to supplement the existing civic facilities.
-

2 Expand partnerships with hospitality groups and providers (EBCS, Texas A&M) to target and promote select events.

- In 2020, the City of College Station brought College Station tourism in-house and rebranded as Visit College Station, encompassing all leisure, meetings, and sports sales and servicing activities.
 - Expanded partnerships with Texas A&M athletics and the local hospitality market through signature events and activities, as well as dedicated campaigns like “Christmas in College Station.”
-

3 Tie those opportunities to strategies to augment existing venues such as Wolf Pen and select areas such as the Northgate District.

- The Northgate District has been featured annually through the “Christmas in College Station” campaign as home to the department’s signature holiday market event, Howdy Holly-Days, as well as spring and fall vendor markets to coincide with other major on-campus events.
 - The Wolf Pen Creek amphitheater continued to be utilized as an open-air space for music and celebration, hosting welcome gatherings for large events and an annual concert series.
 - The Economic Development Department engaged with prospective retailers on adjacent sites to better activate the space around the park.
-

4 Partner with and strengthen existing events in the community and on campus.

- The City partnered with Texas A&M and the City of Bryan to create a new university liaison position to help coordinate events and activities on campus.
 - The Tourism team worked with Texas A&M athletics on several major initiatives, including youth championship track and field events at Texas A&M facilities as well as two signature sports/concert events in summer 2024 at Kyle Field.
-

5 Combine entertainment recruitment efforts with TAMU wherever possible.

- Maintained continuous communication with TAMU staff and work in conjunction on various events utilizing TAMU’s facilities.
-

6 Explore retail opportunities surrounding athletic complexes.

- Continued collaboration with the TAMU System real estate office regarding TAMU-owned property around Veterans park and other areas throughout the City.
-

7 Focus on mid-week business conferences and meetings (corporate tourism).

- The Tourism sales team attended tradeshow actively marketing College Station and its facilities to potential clients.
 - Hosted the annual Meeting Planners Showcase each March, connecting prospective meeting planners to local hospitality providers.
 - Maintained relationships with area hotels to increase number of room nights booked and worked in conjunction with TAMU on various events.
-

8 Seek ways to enhance the use of and activities at Wolf Pen Creek.

- Promoted the former Sears Service Center which is adjacent to Wolf Pen Creek Park to various “eatertainment concepts” to further enhance the walkability and entertainment focus of the area.
-

9 Highlight City assets such as Northgate and Wolf Pen Creek as viable entertainment venues.

- Organized and promoted recurring events in the Northgate District such as Homegrown at Northgate and Howdy Holly-Days.
 - The Economic Development and Tourism Department worked in conjunction with the Parks Department to assist with proposed development ideas regarding the former Sears Service Center adjacent to Wolf Pen Creek.
-

SUSTAIN AND ENHANCE HIGH QUALITY OF LIFE

1 Continue to promote enhanced mobility options for residents and visitors.

- Integrated shared micromobility options for students and visitors and continued to augment its provision of bike lanes, especially in heavily trafficked areas.
 - Collaborating with the Brazos Transit District and Texas A&M Transportation on public transit alternatives, especially for major events.
-

2 Seek high quality entertainment and arts opportunities for residents and visitors.

- Continued focus on recruitment of entertainment concepts with our retail consultant, The Retail Coach.
 - The Economic Development Department facilitated the Popstroke development adjacent to Century Square, offering a new form of activity/entertainment to locals and visitors alike.
-

3 Support walkable development with a concentration of activities.

- The Economic Development Department encouraged additional development near major assets, including the university.
 - Century Square, a Public-Private Partnership on land owned by the Texas A&M System, has grown to become the area’s signature entertainment district, with space to live, work, dine, and play.
 - Additional development is anticipated near the site to create a walkable destination for both residents and visitors.
 - Other areas of focus include future commercial retail development in south College Station.
-

4 Promote enhanced flight options at Easterwood Airport.

- Maintained ongoing dialogue with airport operations and assist as needed in their recruitment of additional carriers.
 - In 2022, United Airlines ceased operations at Easterwood Airport as part of a wider contraction, resulting in currently only one carrier with daily flights to DFW.

5 Message quality of life amenities to the community and beyond.

- Created marketing materials to illustrate Quality of Life amenities available to potential employers through a "Live, Learn, Play" campaign.

6 Recruit a variety of internet service providers to community.

- Suddenlink, the primary area internet service provider, rebranded to Optimum and continued to invest in upgrading its infrastructure for both business and residential customers.
- Frontier has installed new fiber throughout the community, and Comcast plans to enter the College Station market with fiber infrastructure installation anticipated over the next few years.

7 Focus on land use planning and redevelopment opportunities surrounding campus and in key corridors.

- Maintained continuous communication with TAMU Real Estate staff to discuss potential development opportunities on A&M-owned property.
- Created various promotional materials and marketed opportunities to desired entertainment/retail users and developers.
- The Economic Development Department continued to work closely with developers on prime privately-owned tracts near TAMU campus to identify desired uses.

8 Create and maintain high quality and diverse employment opportunities.

- Longitudinal industry data has demonstrated further diversification in the College Station economy, with a larger share of employment opportunities growing in the private sector compared to the public sector. Those industries with the greatest annual percentage growth are typically those with higher average wages - specifically management occupations, healthcare, and legal services.

ENHANCE COMMUNITY HEALTH AND WELLNESS

1 Support hospital systems in their efforts to grow and diversify medical facilities and service offerings (mental health, wellness programs).

- The City maintains flexible guidelines on incentive-based development agreements for occasions that may arise, including those related to the medical ecosystem in College Station. Both systems have supplemented their offerings: CHI St. Joseph acquired the former College Station Medical Center, and Baylor Scott & White is constructing a new surgical center adjacent to the existing hospital building.

2	Ensure land use planning and development regulations provide adequate options to respond to market opportunities.
	Land use planning and zoning provide for compatible uses near Baylor Scott & White and CHI St. Joseph hospitals
3	Maintain ongoing dialogue with providers to aid in their ability to expand their presence in the community.
	Maintained connections with local hospital systems and regularly collaborates with the regional economic development corporation concerning healthcare and medical services infrastructure.
4	Ensure connectivity between City-sponsored health, wellness, and fitness programs and the regional medical community.
	The City has partnered with both health systems regarding the provision of its health and wellness programs. Continued to sponsor the annual BCS Marathon along with Baylor Scott & White. This partnership demonstrates the City's commitment to wellness and functions as a tourism driver, bringing visitors from all over to run in the event, which acts as a Boston Marathon qualifier.
5	Strategically use incentives to attract key medical services and aid existing providers in their ability to expand services (e.g. Strategic Behavioral Health).
	An Incentives webpage was added to the economic development website, which references what the City can offer to facilitate development, including those in medical services.
6	Highlight City's medical infrastructure as a recruitment tool on the economic development website.
	The healthcare ecosystem is highlighted on the existing economic development website (grow.cstx.gov) under Quality-of-Life amenities. The City will undertake a redesign of the existing website within the next year, and additional improvements to the content and layout will follow.
7	Consider complimentary medical uses around major hospitals.
	In recent years, senior housing has been developed near each hospital, providing convenient access for residents.
8	Maximize City assets such as walking and biking trails.
	Continued to invest in multimodal transportation, and the Economic Development Department highlights pedestrian- and bike-friendly routes in business recruitment collateral to showcase the City's quality-of-life amenities.



CHAPTER 5

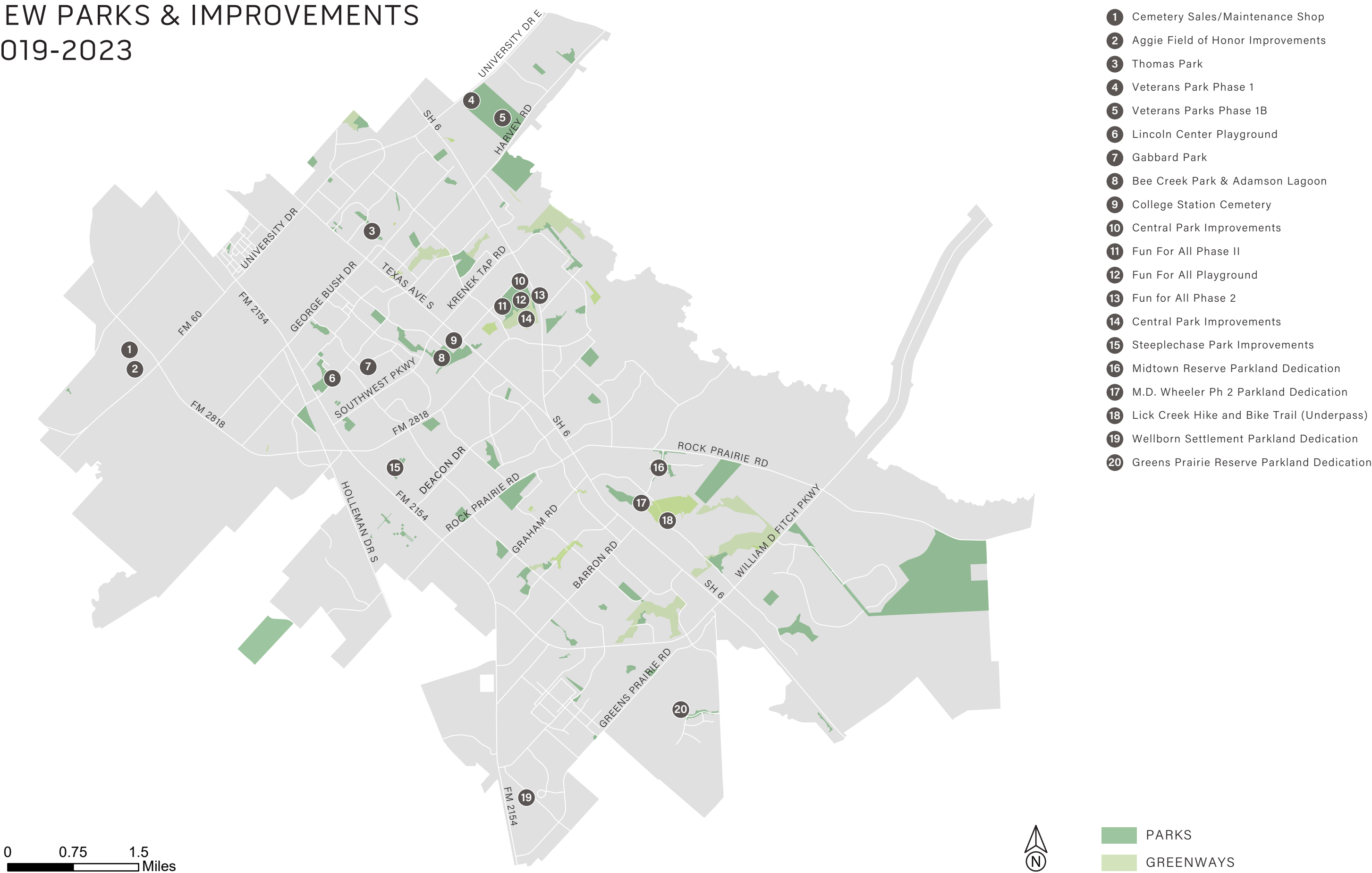
ENGAGING SPACES

GOAL: Highly desirable parks, greenways, arts and cultural amenities that support high-quality experiences for residents and visitors.

Highlights Since 2019

4 NEW PARKS

NEW PARKS & IMPROVEMENTS 2019-2023



ACTION ITEM STATUSES

5.1	On Track	Continue to support, promote, and operate major arts, entertainment, sporting, and cultural destinations through cumulative actions.
- Hosted over 20 sporting events per year at Veterans Park and Athletic Complex (VPAC), sports complexes, and school district facilities. - Secured and hosted major tournaments, including: - Triple Crown Sports Southwest Summer Nationals - Alliance Southern Championship - State 7v7 Football Tournament - Concerts & Arts Events: - Supported multiple arts events across College Station. - Planned and hosted the Starlight Music Summer Concert Series. - Community Celebrations & Engagement: - Hosted the first-ever "I Heart America" 4th of July event in 2024 at Wolf Pen Creek, featuring fireworks, a drone show, and live music. - Released the Seasonal Guide, promoting recreational activities across the community		
5.2	On Track	Maintain and expand community-based greenway and open space preservation programs.
- The Adopt-a-Greenway program continued to engage community volunteers in maintaining parks and greenways. - Collected 74 forty-gallon trash bags from 264 acres of adopted greenways and parks in 2024. - Expanded the program to include stormwater outfall inspections, supporting the City's MS4 requirements and goals. - The Parks Department assumed stewardship of greenways. - City Council approved a new position for FY 25, a Volunteer and Community Engagement Coordinator.		
5.3	On Track	Continue to expand outreach about the parks and greenway system.
- The Parks & Recreation Department engaged in community outreach through various marketing and communication efforts. - Maintained an updated and user-friendly website. - Highlighted articles in local and regional publications. - Engaged with the community through media interviews and radio advertising. - Released seasonal Parks & Recreation Guides, including: - The Spring Guide (January–April). - The Summer Guide (May–August). - The Fall Guide (September–December). - Used flyers, sandwich board notifications, and online announcements to promote events and programs. - Hired a Marketing Coordinator to develop marketing strategies. - Regularly updated the City website calendar to keep the public informed. - Provided information through the new "I Heart CS" digital monthly newsletter and appearances on What's Up College Station.		

5.4	On Track	Support a community-wide public art program.
- Worked with the Arts Council of the Brazos Valley to initiate a mural program. - Held an inaugural mural festival to celebrate the completion of the murals. - Completed five murals - Additional opportunities for murals or other public art identified for future years will be considered by City staff in coordination with the Arts Council of the Brazos Valley.		
5.5	On Track	Continue leisure, health, and educational programming.
- The Parks & Recreation Department continued to offer a variety of leisure, health, and educational programs for residents of all ages, with ongoing efforts to expand and refine offerings based on community interest. - Spring 2024 Programs: - Educational & Outdoor Activities: - World Migratory Day, Park in the Dark, City Nature Challenge Observation Day - Health & Wellness: - Holistic Health, Meditation, Senior Fitness Classes, Karate, Birding 101, Fly Fishing - Summer Offerings: - Youth Programs, Nature Center, Mini Camps, Survival Adventures, Nature's Science Academy, Fly Tying Class - Public Swim Lessons - Wellness & Outdoor Activities - Meditation, Birding 101, Holistic Health Days - Senior Programs: - Fitness & Recreation - Walking groups, Fitness center access, Body/brain games - Social & Leisure Activities - Table games, Arts and crafts, Potluck socials, Bingo, Dances		
5.6	On Track	Identify and secure public and private funds for the acquisition of parks, greenways, and facilities.
- The College Station Parks Foundation was formed in 2023. - Updated the Fun for All Playground (FFAP): - Completed bench and table installations. Additional play structures, shade, swings, and fall zone construction completed in the fall of 2024. - Moved the Plaza/Donor Wall Enhancement Project forward with funds allocated by the FFAP Committee. - Submitted Texas Independence Park Texas Parks and Wildlife Community Park Grant application for further enhancements in 2024.		

5.7	On Track	Continue inter-agency coordination and establish new public-private partnerships to provide additional amenities, funding, networking, and co-production opportunities.
▪ Mow and Grow Zones established for urban stream restoration and riparian habitat improvement. ▪ Partnered with Texas Water Resources Institute (TWRI), Texas Commission on Environmental Quality (TCEQ), and volunteer organizations. ▪ Native plant installation and erosion monitoring over a three-year period. ▪ Heat Island Tree Planting Project at Tarrow Park & Bee Creek Park. ▪ Worked with Texas A&M Forest Service, Brazos County Master Naturalists in 2024. ▪ Supported Native Seed Bank & Tree Planting Initiatives. ▪ Submitted application for a \$750,000 Texas Parks and Wildlife Department Outdoor Grant for Texas Independence Park construction in 2024. ▪ Currently planning the annual Games of Texas event ▪ Collaboration between school districts, Texas A&M University, City of Bryan, and private businesses to bring a statewide event to Bryan/College Station.		
5.8	On Track	Evaluate, amend, and develop relevant ordinances to protect natural resources, habitats, and green-water infrastructure.
▪ Parkland Dedication Ordinance Amendment ▪ Adopted June 9, 2022. ▪ Eliminated the distinction between community and neighborhood parks for dedication purposes, reduced the number of parkland dedication zones to four, added an appeals process, allowed developers of private parks to receive up to a 25% credit, and updated the dedication and fee amounts.		
5.9	Not Started	Investigate the feasibility of incorporating riparian buffer standards to preserve sensitive land along waterways.
5.10	On Track	Consider new and enhanced natural resource management strategies that promote environmental sustainability and stewardship and improve quality of life.
▪ Initiated execution of the “No mow zone” at Wolf Pen Creek as part of a three-year erosion study. ▪ Finalized planned improvements to Butterfly Alley to enhance and support butterfly migration awareness. ▪ Submitted the Bird City USA application. ▪ Implemented the Urban Heat Island Mitigation Tree Planting. ▪ 988 15-gallon trees and 1,500 5-gallon seedlings.		

5.11	On Track	Invest in the redevelopment of existing parks.
- Completed - Lick Creek Bird Blinds - New construction of two bird blinds - Under Construction - Bachmann Park - Little League, Senior League, and Soccer building demolition and reconstruction - Bee Creek & Central Park - Tennis court improvements - Fun For All Playground - Expanded park play structures & shading - Bee Creek & Central Park - Tennis court renovations - Anderson Park - New futsal/multi-use courts and four pickleball courts. - Central & Bee Creek Parks - New tennis court construction		
5.12	On Track	Conduct community-wide parks and recreation needs assessments and pursue recommended improvements.
- Started Parks & Recreation Department Master Plan update - Gathered public input on Southeast College Park - Developed Park Condition Assessment Plan while collecting data for parks asset management work order system to better monitor and plan for park maintenance. - Began Community Recreation Center feasibility study. - Received and incorporated public comments, requests and concerns regarding the construction of three new Baseball fields planned for the Veterans Park and Athletic Complex (VPAC).		
5.13	Not Started	Identify a land acquisition strategy and integrate additional greenspace.

5.14	On Track	Create connections between key elements of the parks, recreation, greenways systems, and destinations.
- Completed Lick Creek/Midtown Trail Hike and Bike Trail improvements. - Completed connectivity improvements to the Lick Creek/Midtown Hike and Bike Trail in 2024. - Plans included a connected trail design from the Smith tract to the Art & Myra Bright Park & Carter's Creek Park. - Applied for a grant to construct segment of Spring Creek Hike and Bike trail. - Approved the Texas Independence Park Master Plan in 2024. - This new park will highlight the use of trails within the park as well as making connections to the Lick Creek Trail and the new pedestrian shared use path being constructed along Rock Prairie Rd.		
5.15	On Track	Design and construct inclusive, accessible, and sustainable parks and greenway trails.
- Completed an improved trail access/connection at the Mid-Town bridge along the Lick Creek Corridor. - Developed design elements at Thomas Park and Texas Independence Park which include inclusive, accessible and sustainable park considerations. - Constructed a new inclusive playground for 2–5-year-old children in 2024 at the Fun For All Playground located within Central Park. - This unique park encourages children of all abilities to share experiences and play together while removing boundaries and creating a sense equality and inclusion.		



CHAPTER 6

INTEGRATED MOBILITY

GOAL: An innovative, safe, and well-connected, multi-modal mobility system serving all user types that is designed to support the surrounding land uses.

Highlights Since 2019

11.6 MILES OF NEW MULTI-USE PATHS

7.6 MILES OF NEW BIKE PATHS

MOBILITY IMPROVEMENTS 2019-2023



- INTERSECTION IMPROVEMENTS
- NEW STREETS
- STREET WIDENINGS
- STREET RECONSTRUCTIONS

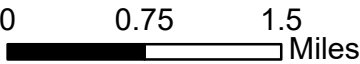
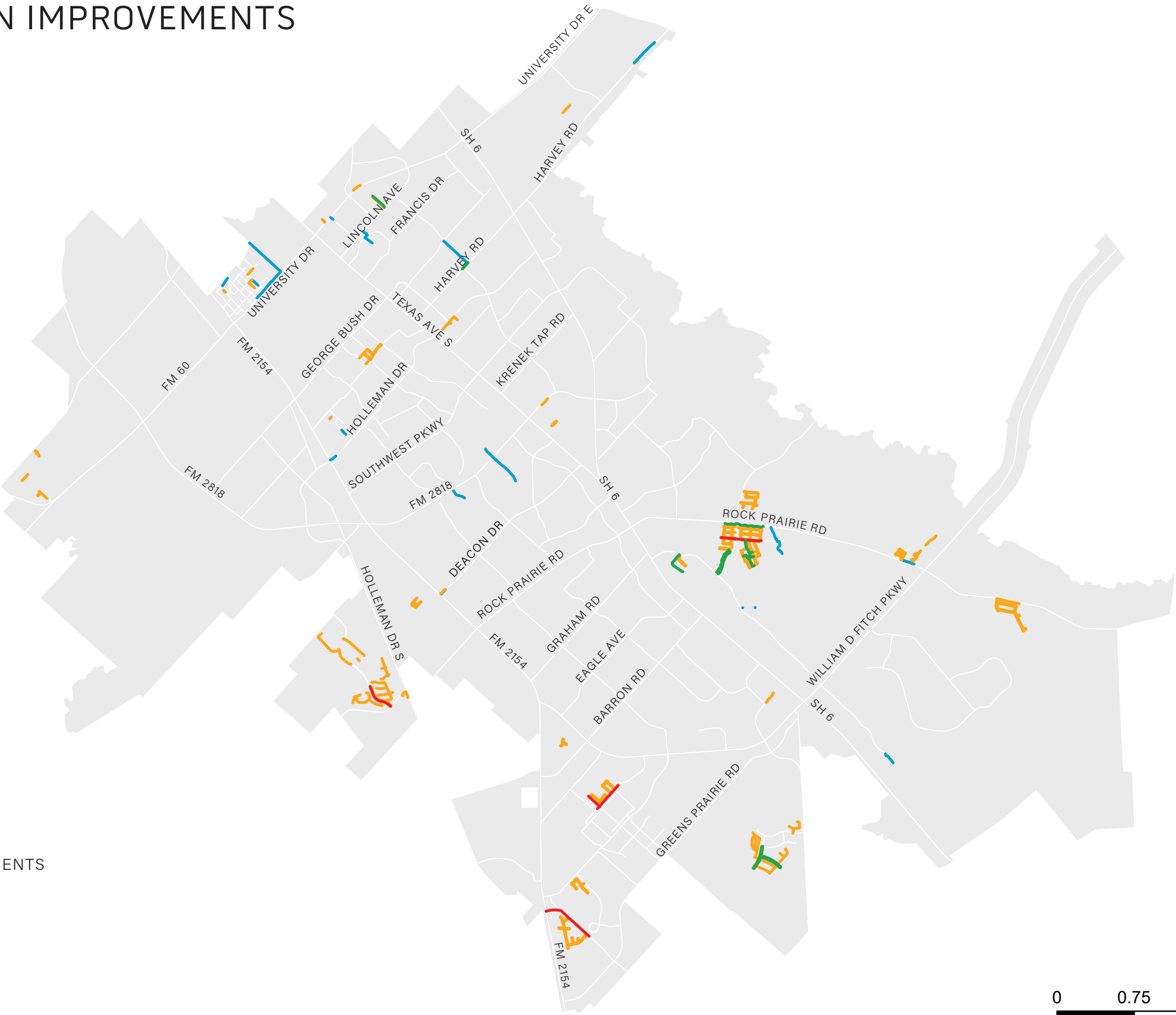


0 0.75 1.5 Miles

BICYCLE & PEDESTRIAN IMPROVEMENTS
2019-2023



-  BICYCLE & PEDESTRIAN IMPROVEMENTS
-  SHARED USE PATHS CONSTRUCTED
-  SIDEWALKS CONSTRUCTED
-  BIKE FACILITIES CONSTRUCTED



ACTION ITEMS STATUSES

6.1	On Track	Implement complete street and context sensitive design.
- Worked with the City of Bryan to update the Streets section of the Bryan/College Station Unified Design Guidelines, including implementation of complete street designs. - Context-sensitive design continued to be standard practice for the Planning & Development Services and Capital Improvement Departments. - Currently evaluating the feasibility of updating the City's thoroughfare cross sections to offer more alternatives for consideration in street design and construction. - The creation of a new Active Transportation Master Plan is underway and may identify other best practices to be considered for implementation.		
6.2	On Track	Conduct a Thoroughfare Plan audit.
- Adjusted the Thoroughfare Plan with the adoption of the Comprehensive Plan in fall 2021. - The Traffic Congestion & Mobility Analysis is in progress and is assessing 50 intersections for potential modifications to relieve traffic congestion while accommodating other modes of travel.		
6.3	On Track	Enhance and upgrade intersections.
- The Capital Improvement Department managed several intersection upgrade projects. In total, more than 20 street projects with intersection upgrades are under design or construction. These include: - Durham Loop and Midtown Drive - University Drive Pedestrian Improvements Project from Boyett Street to South College Avenue - William D Fitch Parkway and Pebble Creek Parkway to Lakeway Drive - Holleman Drive / Wellborn Road (FM 2154) Intersection project initiated by TxDOT - University Drive East and Veterans Park - State Highway 30 (Harvey Rd) Widening - Holleman Dr West/ Jones Butler Rd Roundabout - Barron And Decatur - Pebble Creek Pkwy and William D. Fitch - Greens Prairie & Arrington Intersection		
6.4	On Track	Continue to evaluate and implement best management practices to increase bicycle and pedestrian use.
- Currently evaluating best management practices as part of a potential update of the City's thoroughfare street cross sections that includes alternatives for bicycle and pedestrian facility design. - Currently updating the Bicycle, Pedestrian, and Greenways Master Plan as a new Active Transportation Master Plan. This plan will include a level of traffic stress assessment for the existing bicycle and pedestrian network and potential updates to the current practices and program.		

6.5	On Track	Undertake streetscape improvements within gateways and image corridors.
- The third gateway sign located at the intersection of Highway 47 and Raymond Stotzer Parkway is under construction and is expected to be complete in FY 2025. - The FY 2025 budget included a fourth gateway.		
6.6	On Track	Evaluate transit funding partnerships.
The FY25 City budget included funding for Brazos Transit District (BTD) to assist in closing the funding gap created by the reduction in federal and state funds. Brazos County and City of Bryan are providing funding as well. BTD has established the Brazos Urbanized Area committee comprised of executive staff of local jurisdictions and transit advocates to assist with recommendations on service levels and funding needs in upcoming years.		
6.7	Not Started	Prioritize programs and improvements that will reduce vehicular demand.
6.8	On Track	Maintain the various funding programs for mobility projects.
- Assisted the Bryan-College Station Metropolitan Planning Organization (MPO) in developing its next 25-year Metropolitan Transportation Plan (MTP), which was adopted in December 2024. - Included future TxDOT funding for projects along high priority corridors of State Highway 6, FM 2154, SH 30, SH 40, FM 2818, FM 2347, and the Bush/Wellborn Interchange. - Implementation of the projects in the adopted City capital improvements program, including those from the 2022 bond election, is on-going. - Continued collaboration with several regional mobility partners on project funding, including the Brazos County Regional Mobility Authority, the Bryan-College Station Metropolitan Planning Organization's Transportation Improvement Program, and the Texas Department of Transportation.		
6.9	On Track	Fund bicycle and pedestrian infrastructure and safety improvements.
- Council adopted significant funding for sidewalk and trail projects in summer 2024. These funds will be used to construct priority sidewalk and trail projects identified in the Bicycle, Pedestrian, and Greenways Master Plan. - Recently funded road rehabilitation projects for improvements to bicycle and pedestrian infrastructure and safety include: - Foster Avenue - Lincoln Avenue - George Bush Drive - Rock Prairie Road - Consultant selection is underway for design and construction of high priority sidewalk and trail projects identified in the Bicycle, Pedestrian, and Greenways Master Plan. - Currently evaluating potential additional funding available through the Bryan-College Station Metropolitan Planning Organization (MPO) and state and federal grant programs.		

6.10	Not Started	Develop performance measures, collect transportation data, and monitor trends.
6.11	Not Started	Evaluate Traffic Impact Analysis (TIA) requirements.
6.12	Not Started	Evaluate and update access management strategies.
6.13	Not Started	Develop and implement a travel demand management program.

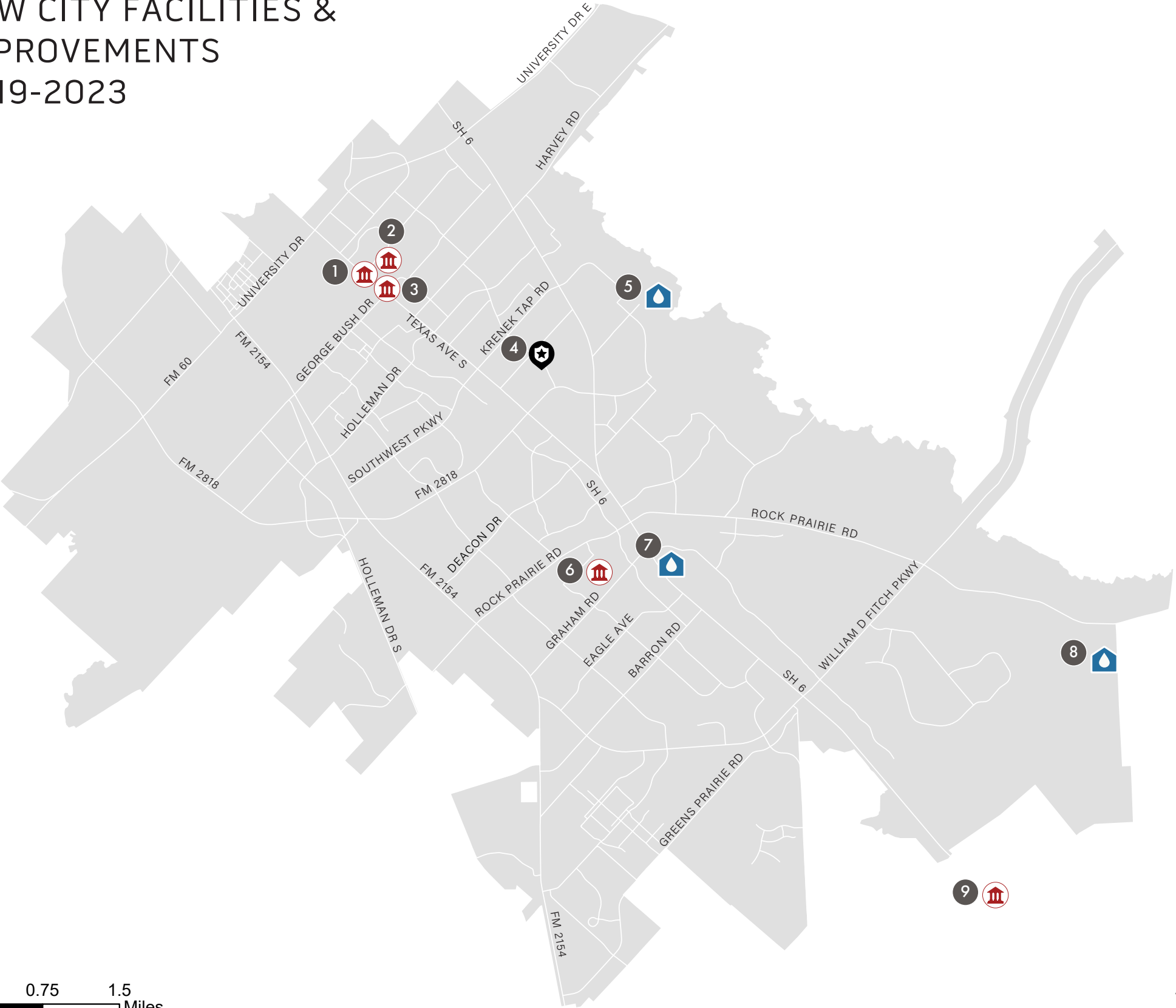


CHAPTER 7

EXCEPTIONAL SERVICES

GOAL: Exceptional municipal facilities and services that meet community needs, contribute to community character, exhibit environmental stewardship and resiliency, support surrounding land uses, incorporate full life-cycle costs, and are coordinated and fiscally responsible .

NEW CITY FACILITIES & IMPROVEMENTS 2019-2023



0 0.75 1.5
Miles



-  PUBLIC SAFETY
-  GENERAL SERVICES
-  WATER/WASTEWATER

ACTION ITEMS STATUSES

7.1	On Track	Prioritize utility and service improvements in existing areas.
		▪ Capital Improvement Projects to accomplish this action item ▪ FY19 ▪ Carter's Creek Wastewater Treatment Plant Office Remodel ▪ Phase: Construction ▪ Estimated construction completion: Spring 2025 ▪ City Gateway Sign #3 (West) ▪ Phase: Construction ▪ Estimated construction completion: 2025 ▪ Lick Creek Wastewater Treatment Plant Capacity Expansion ▪ Phase: Warranty ▪ Estimated construction completion: Fall 2023 ▪ Marion Pugh -Holleman to George Bush ▪ Phase: Design ▪ Estimated construction completion: Late 2026 ▪ McCulloch Rd Rehab (wastewater) ▪ Phase: Design ▪ Estimated construction completion: Winter 2025 ▪ Summit Crossing Park ▪ Phase: Bidding ▪ Estimated construction completion: 2025 ▪ Victoria Roundabout ▪ Phase: Design ▪ Estimated construction completion: Spring 2026 ▪ FY20 ▪ James/Puryear Rehab ▪ Phase: Design ▪ Estimated construction completion: Pending ▪ Luther Rehab (Marion Pugh to Penberthy) ▪ Phase: Construction ▪ Estimated construction completion: Fall 2024 ▪ Rock Prairie Rd East Widening ▪ Phase: Construction ▪ Estimated construction completion: Fall 2025 ▪ Security Fencing for Well #5 ▪ Phase: Construction ▪ Estimated construction completion: Winter 2023 ▪ WD Fitch Rehab Ph1 (SH30 to Tonkaway) ▪ Phase: Construction ▪ Estimated construction completion: Fall 2025 ▪ WD Fitch Rehab Ph2 (Tonkaway to Rock Prairie) ▪ Phase: Design ▪ Estimated construction completion: Summer 2026

- FY21
 - Francis Drive Phase 3
 - Phase: Design
 - Estimated construction completion: Pending
 - Holleman Dr W at Jones Butler Rd. Roundabout
 - Phase: Bidding
 - Estimated construction completion: Fall 2025
 - Krenek Tap Rehab
 - Phase: Design
 - Estimated construction completion: Winter 2025
 - SH40 Water Line (Victoria-Sonoma)
 - Phase: Design
 - Estimated construction completion: TBD
- FY22
 - FM2818 Utility Relocations
 - Phase: Complete
 - Estimated construction completion: Spring 2024
- FY23
 - 1207 Texas Avenue Renovation
 - Phase: Complete
 - Estimated construction completion: Summer 2023
 - Drainage Improvements at Milliff and Redmond
 - Phase: Construction
 - Estimated construction completion: Fall 2025
 - Drainage Improvements at Stallings Drive and University Oaks Blvd.
 - Phase: Complete
 - Estimated construction completion: 2024
 - Midtown Crossing
 - Phase: Complete
 - Estimated construction completion: Fall 2023
- FY24
 - Bee Creek Phase 3
 - Phase: Construction
 - Estimated construction completion: Fall 2024
 - Carter Creek Blower Buildings Nos. 2 & 3
 - Phase: Construction
 - Estimated construction completion: Winter 2024
 - Jones Butler Extension and Roundabout
 - Phase: Design
 - Estimated construction completion: 2028
 - McCulloch Rehab
 - Phase: Construction
 - Estimated construction completion: Winter 2025
 - SH 40 Waterline (Graham- Baron)
 - Phase: Design
 - Estimated construction completion: TBD
 - Water Wells 10, 11, 12
 - Phase: Design
 - Estimated construction completion: 8/15/2028
 - Water Wells Collection Line
 - Phase: Design
 - Estimated construction completion: 8/15/2028

7.2	On Track	Develop a comprehensive facilities plan.
- Completed the first iteration of a facilities master plan in April 2024. This focused on municipal Court, Utility Customer Service, Public Works Operations, College Station Utilities, and Parks Administration. - Potentially conducting two additional phases to provide a comprehensive analysis of all City facilities. - Phase 2 would capture all other City buildings not included in Phase 1 (approximately 39 buildings). - Phase 3 would provide a lifecycle analysis for all buildings addressed in Phases 1 and 2. Additional funding will be needed for these phases.		
7.3	On Track	Continue capitalizing on opportunities to achieve multiple community objectives through coordinated infrastructure projects.
- Capital Improvement Projects Department coordinated with Public Works, Water Services, Electric, and Planning & Development Services on all capital projects as needed and appropriate. Several projects in FY25 involve this coordination, including: - The College Heights Utility Rehab - The McCulloch Road Rehab and Krenek Tap Reconstruction		
7.4	On Track	Continue to build resiliency in municipal operations and services.
- Development and adoption of the Brazos County Hazard Mitigation Action Plan continued in FY24, with implementation to follow. - Several actions proposed in the plan will help build resiliency within municipal operations and services, including a collaborative strategy on sheltering during extreme weather events.		
7.5	Achieved	Evaluate the utilization of community paramedicine.
The College Station Fire Department evaluated the feasibility of community paramedicine and determined that this community's demand does not meet the minimum threshold for the implementation of this program.		
7.6	On Track	Continue to pursue recognition, credentials, and accreditations City-wide.
- As a standard practice, City staff pursue individual and departmental recognition, credentials, and accreditations. These include, but are not limited to the: - Commission on Accreditation for Law Enforcement Agencies (CALEA) accredited Police Department & Public Safety Communications - Commission on Fire Accreditation International (CFAI) accredited Fire Department and Insurance Service Office (ISO) Class 1 community rating - Commission for Accreditation of Park and Recreation Agencies (CAPRA) accredited Parks & Recreation Department - State of Texas rated Superior Water Services Department; American Public Works Association (APWA) accredited Public Works Department and Water Services Department - Richard R. Lillie, FAICP Planning Excellence recognized Planning & Development Services Department		

7.7	On Track	Continue to sustain and grow emergency management preparedness.
- The Brazos County Hazard Mitigation Action Plan update continued in FY24, with implementation to follow. - Several actions proposed in the plan will help build resilience to natural hazards and emergencies, including educational materials shared with residents to build preparedness. - The Fire Department completed the Continuity of Operations Plan (COOP) in 2024.		
7.8	On Track	Continue using business intelligence, data analytics, and data visualization tools.
- Departments collected and analyzed data from various sources, including citizen feedback, social media, traffic data, and sensor data, to gain valuable insights. These insights are used to inform policy decisions, such as infrastructure planning, transportation improvements, and public safety initiatives, that are tailored to the specific needs of the residents of College Station. Completed: - Cybersecurity Study in 2019 - Enhanced electronic processes and online communication for employees during COVID-19 pandemic - Upgraded the City's Firewall protection Upcoming: - Creating dashboards for various services - Cybersecurity training - Device identification - Replacing traffic switch devices - Updating fiber infrastructure - Purchased new fiber equipment in 2022 - Changing from 48 strand to 96 strand - Updating badge readers		
7.9	On Track	Continue to expand wi-fi to public buildings.
- The Information Technology Department ensured all new or renovated City buildings were equipped with sufficient wi-fi services. All wi-fi services include a free public option and a secure employee-only internal City network. - Expanded wi-fi at Veterans Park to provide Venders with a dedicated bandwidth.		
7.10	On Track	Update public service plans.
- Implemented elements of the Water System Master Plan and the Wastewater System Master Plan adopted April 2017. - Stormwater Management Plan continued implementation, with updates made as needed. - Currently updating to the Solid Waste Service and Rate Study. - This will include rates and routes/schedules.		

7.11	On Track	Utilize municipal service cost-benefit assessments in planning utility expansion.
- Began using Fiscal Impact Analysis Model in 2024 - The intent of this project is to get a better understanding of what the costs and benefits of development are likely to be.		
7.12	Not Started	Evaluate ways to reduce energy consumption.
7.13	On Track	Pursue and support local water conservation and reuse initiatives.
- Used reclaimed water for irrigating municipal properties when feasible. - Authorized to use reclaimed water at the Veterans Park and Athletic Complex. Since 2021, approximately 80 million gallons of reclaimed water have been applied to this facility, significantly reducing overall domestic water demand in the community. - The Water Services Department initiated Stage 1 drought restrictions in August 2023. - Continued to monitor water usage and encourage conservation.		
7.14	On Track	Continue outreach and educational programs to reduce resource consumption.
- The Solid Waste Division - Continued to encourage the participation in single stream recycling through public outreach in numerous ways - Radio appearances - Podcasts - Blog posts - Updated the Recollect mobile app - Updated and distributed the Solid Waste and Recycling Guide for 2024-2026. - Assisted Twin Oaks Landfill with Household Hazardous Waste Collection twice a year. - Operated a recycling program for single-family homes through BVR Waste and Recycling. - Water Services Department - The 2024 Water Conservation Plan was adopted by the City Council and the Texas Water Development Board. - Outlined updated strategies for reducing water consumption and promoting efficiency. - Included the Irrigation Controller Rebate program, adopted in the FY25 budget. - Incentivized customers to upgrade to smart irrigation controllers. - Smart irrigation controllers use sensors or internet connectivity to adjust watering schedules based on local weather and landscape conditions. - Continued to conduct reviews every five years to comply with regulatory requirements and ensure effectiveness of the plan.		

- Energy Management Division
 - Participated in many outreach and educational programs with steady participation from both citizens and developers in these programs.
 - Neighborhood block parties
 - Home and garden shows
 - Parade of Homes
 - Citizens' University
 - Utility billing inserts
 - The City website
 - Worked closely with Utility Customer Service and engaged daily with key accounts as well as customers over the phone and through on-site, home and business energy audits.

7.15

On Track

Continue to implement best practices in meeting or exceeding State and Federal standards for stormwater management.

- Continued progress on yearly Stormwater Management Plan Best Management Practices.
 - Notice of Intent for next 5-year Stormwater Management Program to be submitted to Texas Commission on Environmental Quality (TCEQ) in February 2025.
 - Next annual Stormwater Management Program certification is due March 2025.

7.16

On Track

Advance sound floodplain management practices.

- Continued to implement the higher floodplain management standards identified with our FEMA NFIP Class 6 Rating.
- Held 5-Year Cycle Verification meeting and Community Assistance Call with FEMA in 2024.
- Continued to implement best practices in meeting or exceeding State and Federal standards for stormwater management.

7.17

On Track

Continue to meet or exceed State and Federal water quality standards for drinking water sources.

- The City of College Station consistently or exceeded State and Federal water quality standards for drinking water and maintained a superior water system rating, with no violations reported by the Texas Commission on Environmental Quality (TCEQ).
- Completed a third water tower to improve system operations and efficiency in 2023.
- In 2023, the City's water system was re-designated as a "Superior Water System".
- Adopted the design of three new water wells to increase capacity.
- Existing wells are being rehabilitated to enhance production in 2024.

7.18

On Track

Continue to keep wastewater collection and treatment capacities ahead of demand.

- Continued the phased expansion of the City's wastewater system, including the completion of the Lick Creek Wastewater Treatment Plant Expansion Project, which increased capacity from 2 MGD to 5 MGD.
 - This project ensured compliance with regulatory standards and addressed both peak demands and projected long-term needs.
- Initiated or completed several new wastewater conveyance systems to support the demands of a growing community.

7.19	On Track	Continue coordinated electric planning along with area partners.
The College Station Utilities Electric Department continued to collaborate with other departments and customers on new and proposed developments. These are covered through normal business processes in Electric and through the City's development practices		
7.20	On Track	Design high-quality public facilities that reflect the character of their surroundings.
- The Capital Improvement Projects Department developed numerous public facilities following the public facility guidelines. The design intent is to have a consistent design scheme and appearance across city facilities and be recognizable as a City of College Station facility. 2019 - College Station Utilities - Portable Building (Water) - Larry Ringer Library - Outdoor Reading Pavilion 2020 - New Police Department Annex - New Police Department Annex - Portable Building (Electric) - Central Park - Pavilion - Bee Creek Park - Bee Creek Concession & Restrooms - Fun for All Park - Building 1 - Building 2A - Building 2B - Graham Rd Substation - Substation - Control House - Portable Building (Electric) - Portable Building (Water) 2021 - Central Park - Athletic Restrooms & Storage - Veterans Park Athletic Center - Restrooms #3 - Spring Creek Substation - Battery House - New City Hall - Veterans Park Athletic Center - Restrooms #4 2022 - New Facility Maintenance Building 2023 - I Heart Aggieland Sign - Rock Prairie Water Tower - College Station Memorial Cemetery/Aggie Field of Honor - Shop Building		

7.21	On Track	Design City facilities and infrastructure to incorporate sustainable and resilient practices.
- Capital Projects staff worked to incorporate sustainability and resilience in City facilities and infrastructure. - Several projects, including upgrades at the Arnold Road fuel station and the future installation of generators at the Lincoln Center and the Bob & Wanda Meyer Senior Center.		
7.22	On Track	Provide public safety facilities to maintain adequate service and response times.
- Opened new Police Department building in 2019. - Designed and funded Station 7. Approved by voters in the 2022 bond election. The station is expected to open in the fall of 2026.		



CHAPTER 8

MANAGED GROWTH

GOAL: Fiscally responsible and carefully managed development that is aligned with growth expectations and the ability to provide safe, timely, and efficient infrastructure and services.

Highlights Since 2019

POPULATION INCREASE +7,213

ACTION ITEMS STATUSES

8.1	On Track	Prioritize proactive infrastructure investments and programs in strategic redevelopment and infill areas.
		▪ The Northeast Gateway Redevelopment Area Plan contains action items related to infrastructure investments to catalyze redevelopment in this area. Capital Improvement Projects already completed, under construction, or in design: ▪ Design and construction of a new City Hall ▪ Completed: Summer 2022 ▪ Designed and renovated Economic Development/Tourism Building 1207 Texas Ave. ▪ Completed: Summer 2023 ▪ Design and construction of a Bus Shelter at City Hall ▪ Expected completion date: Fall 2025 ▪ Rehab of Francis Drive from Texas Ave to Walton. ▪ Expected completion date: Pending. ▪ Construction of sidewalk along the west side of Foster Avenue from Walton Dr to George Bush Dr. ▪ Expected Completion Date: 2025 ▪ Design of vertical bicycle separation barrier along George Bush from Texas Ave. approaching FM 2154. ▪ Completed February 2025 ▪ Design and Construction of Lincoln Ave from Texas Ave to University Dr ▪ Expected Completion Date: Fall 2025 ▪ Rehabilitation of water and wastewater lines in the vicinity of Eisenhower St., University Dr., Jane St. and Nimitz St. with approximately 4,000 LF of 8" water distribution line and 2,000 LF of 12" water distribution line. ▪ Expected Completion Date: 2027
8.2	On Track	Amend the zoning map and consider regulatory incentives to encourage infill and redevelopment.
		▪ Adopted proactive zoning map amendments to MH Middle Housing, some of which were within redevelopment areas. ▪ Adopted Phase 1 in 2023. ▪ Adopted Phase 2 in 2024.
8.3	On Track	Re-envision underutilized retail uses and incentivize redevelopment and/or reuse of vacant buildings and properties.
		▪ Through strategic partnerships, targeted recruitment efforts, and ongoing collaboration with Texas A&M, the Economic Development and Tourism Department facilitated redevelopment opportunities in vacant properties: ▪ Pursued collaboration with a retail consultant to recruit retail entertainment, destination/specialty retailers, and restaurant brands not currently in Brazos County, with a focus on backfilling vacancies along primary City corridors. ▪ Included consideration of redevelopment opportunities for the former Macy's and Sears service center along Holleman Drive. ▪ Attended state and national retail conferences alongside the consultant to engage with regional and national brands, brokers, and developers. ▪ These efforts contributed to the recruitment of Popstroke, a new entertainment destination, which opened on TAMU system property adjacent to Century Square.

- Continued engagement with Texas A&M regarding a potential partnership for redevelopment at Post Oak Mall.
 - Considered a Request for Proposal for a proposed e-sports arena at the site the University released.
- Partnered with Texas A&M Athletics and other stakeholders on initiatives to enhance retail visibility and economic opportunities, including business recruitment and promotional efforts.
- Engaged with a national retail consulting, market research, and development firm to execute recruitment strategies for vacant retail sites, especially in prime commercial corridors.

8.4

On Track

Evaluate the utilization of impact fees that provide revenues to support infrastructure demands.

- Residential impact fee collection rates were amended to provide for annual increases to water and roadway impact fees over a three-year period.
 - January 2024
 - The first of three residential collection rate annual increases for water and roadway impact fees was implemented.
 - January 2025
 - The second of three residential collection rate annual increases for water and roadway impact fees was implemented.
- Semi-annual reports were presented to the Impact Fee Advisory Committee and City Council.

8.5

Achieved

Evaluate and revise the Water/Sanitary Sewer Extension Policy.

- The Water Services Department completed an evaluation of the policy and determined no changes were needed at this time. The policy will be reviewed in the future as conditions change.

8.6

On Track

Conduct fiscal impact analyses.

- Contracted with consultant to develop a Fiscal Impact Analysis Model in 2024.

8.7

On Track

Continue the City's Oversize Participation practice, where appropriate.

- Approved two projects for funding in 2023
 - Highpoint Apartments
 - Upon completion of the Highpoint Apartments, they were reimbursed their adopted funding for a waterline.
 - The Nova
 - Still under construction and will receive adopted funds once their sanitary sewer project is completed.

8.8

On Track

Use available tools to strategically manage growth pressure in the ETJ.

- Legislative actions influenced the City's ability to regulate the extraterritorial jurisdiction. The City is pursuing every avenue to protect its citizens through managed growth, while complying with state laws. The City is seeking further clarification of the City's rights through the court system and is asking the legislature to provide greater clarity during the State's 2025 Legislative Session.
- The City Manager's Office continued to be available for discussions on development agreements and municipal utility districts (MUDs) to manage growth pressure in the extraterritorial jurisdiction (ETJ).



CHAPTER 9

COLLABORATIVE PARTNERSHIPS

GOAL: Well-coordinated planning at all levels and effective engagement with local jurisdictions, institutions, and organizations to further realize the City's vision and support the broad community.

ACTION ITEMS STATUSES

9.1	On Track	Reference the Comprehensive Plan actions within City master plans.
- Each of the City's 7 adopted master plans reference the Comprehensive Plan. - Bicycle, Pedestrian, and Greenways Master Plan dated January 2010. - Parks, Recreation, and Open Spaces Master Plan dated July 2011. - Economic Development Master Plan dated May 2020. - The Water System Master Plan dated April 2017. - The Wastewater System Master Plan dated April 2017. - Northeast Gateway Redevelopment Plan dated September 2023. - Wellborn District Plan dated October 2023. - The Housing Action Plan dated September 2024.		
9.2	On Track	Reference the Comprehensive Plan and City master plans in Capital Improvements Planning, departmental work programs, and budgeting processes.
All annual service level budget submissions reference the Comprehensive Plan.		
9.3	On Track	Establish a university/City annual agenda.
Established quarterly meetings between City leadership and the TAMU president's office.		
9.4	On Track	Gather growth expectations.
- Evaluated the community's existing conditions in 2024 in preparation for the 2025 Comprehensive Plan 5-Year Evaluation & Appraisal. - Continue to monitor data releases from Texas A&M University, Blinn College, and the U.S. Census Bureau.		
9.5	On Track	Formalize ongoing collaborations and establish a planning coordination task force with Texas A&M University and the City.
- Provided feedback and recommendations to the University's 2024 Capacity Study. - Collaborated with the University on projects including the Northeast Gateway Redevelopment Plan and the Hensel Park redevelopment.		

9.6	On Track	Continue “good neighbor” initiatives with Texas A&M for permanent and temporary residents.
• The Community Services Department engaged in the “Be a Good Neighbor” initiative and actively fostered strong relationships with Texas A&M faculty and students in numerous ways: ▪ Met quarterly with Texas A&M faculty, including Greek Life, to discuss issues in the City involving Aggie students. ▪ Participated in the National Night Out and Off Campus Student Services Luncheon ▪ Code Enforcement Officers continued to participate in the Community Living Course which offers offending residents an opportunity to learn more about their community and “good neighbor” practices in place of punishment. ▪ Worked with the Texas A&M Student Government and Student Affairs Department as they developed the Me + 3 initiative to foster better relations between long-term and short-term residents. ▪ Partnered with community and student organizations in the development of the Proactive Rental Inspection program which seeks to improve the standard of living for students and other renters. Ultimately, this program was not implemented as it failed to be approved by City Council. ▪ Presented to the City Council 10/24/2024, denied 4-3. • The University and Community Relations Office worked closely with the University on neighborhood relations, events, walk and talks, and more to engage in the “Be a Good Neighbor” initiative. ▪ Met monthly with Off Campus Student Services Offices. ▪ Partnered with the Off Campus Student Carnival programming ▪ Partnered with Quarterly Community Luncheons programming ▪ Met with neighborhood leaders and student leaders to discuss topics of interest and upcoming events. ▪ Worked closely with staff in the newly formed President’s Office of Community Engagement at TAMU and with the government leadership.		
9.7	On Track	Contribute to a joint branding effort with Texas A&M University.
• The Economic Development & Tourism Department engaged in strengthening the City’s connection with Texas A&M University through strategic branding and marketing initiatives. ▪ Maintained existing collaborations with the university as the “Home of Texas A&M University,” and renewed a trademark agreement in summer 2022. ▪ Enhanced the partnership between Visit College Station and Texas A&M Athletics as a destination for SEC fans through various marketing collateral. ▪ Explored additional partnerships with Texas A&M Athletics to recognize local businesses and co-branded messaging with KAMU-TV to further develop the “Grow College Station” brand. ▪ Launched a Small Business Sweepstakes to recognize local entrepreneurs and local businesses ▪ Installed an “I Heart Aggieland” sign in front of City Hall which has become a destination for residents and visitors alike as a unique photo opportunity. ▪ Enhanced the “Aggieland” moniker by making “I Heart Aggieland”-related merchandise available at the Visit College Station Visitor Center. ▪ Maintained collaborative efforts with Texas A&M through the small business campaign, which resulted in the recognition of a local business as sponsor of a Texas A&M basketball game. ▪ Hosted tailgate events prior to A&M football games and invited visiting fans, A&M officials, and the public. ▪ Extended the sponsorship agreement with TAMU Ventures for an additional 3 years to continue to engage both digitally and in print to encourage visitor stays.		

- Participated in a local innovation summit which featured Texas A&M and its impact on the local area.
- Visit College Station's advisory committee met to discuss potential large upcoming events on the A&M campus.
- Facilitated a media partnership with KAMU for Aggie Park's Troubadour Festival and featured in the recognition of two signature summer events hosted at Kyle Field in 2024.
- Coordinated with A&M athletics on the sharing of photo assets.
- Launched a new website and visitor guide prominently highlighting A&M's history, traditions, and impact as a tourism destination.
- Planned an upcoming video series recognizing entrepreneurship in College Station.

9.8

On Track

Expand tourism opportunities with Texas A&M University.

- The Economic Development and Tourism Department engaged in multiple collaborative projects to expand tourism opportunities with the University.
 - Partnered with Texas A&M in July for the 2024 USATF National Junior Olympic Track & Field Championships, a national-level event which brought thousands of competitors and their families to College Station for the week-long experience.
 - In June 2024, Texas A&M hosted an international soccer match and George Strait concert, providing a significant tourism impact during a typically slower time in the calendar.
 - Worked with the Tourism Advisory Committee to create best practices for creating "Short Courses" with Texas A&M Professors to bring additional meetings to College Station during the week, a need area for overnight hotel stays.
 - Partnered with Texas A&M to create and fund the Brazos Valley Partnership Manager for Economic Development & Community Impact position, a role designed to improve access to the University for tourism functions.
- Hired a Convention Sales Coordinator specifically focused on increasing group business originating at Texas A&M.

9.9

On Track

Pursue partnerships with Texas A&M University regarding environmental stewardship.

- Worked with the University on the Cooling College Station Plan.

9.10

On Track

Convene coordination meetings with neighboring jurisdictions and regional planning organizations.

- Held a joint meeting between City of Bryan Planning and Zoning Commission and the City of College Station Planning and Zoning Commission in 2024.
 - Discussed regional growth projections, development and housing pressures, and strategies each City is employing.

9.11	On Track	Pursue interlocal cooperation agreements.
		- Actively pursued and joined multiple interlocal agreements since 2019, strengthening regional collaboration and resource-sharing. These agreements facilitated improved coordination on infrastructure, public safety, transportation, and other municipal services, ensuring efficient and cost-effective service delivery. - Brazos Valley Council of Governments: - For the construction, acquisition, implementation operation and maintenance of the Brazos Valley Area Wide Communications System. - Byrne Justice Assistance Grant (JAG) - With Brazos County and City of Bryan: supporting local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, information technology, research and evaluation activities that will improve or enhance law enforcement programs. - Rock Prairie Management District No.2. - Memorandum of Understanding between TAMU and City of College Station for Psychological Evaluations of Police Officer Applicants. - Community Emergency Operations Center Agreement with City of Bryan - The United States Department Of Justice Federal Bureau Of Prisons Federal Prison Camp Bryan, Texas - Memorandum of Understanding for Fire & EMS Services - Northeast Trunk Line (NETL) Phase 4 Memorandum of Understanding - Adopted a revised EMS agreements with City of Bryan and Brazos County to move from automatic aid to mutual aid.
9.12	On Track	Continue to coordinate with the College Station Independent School District and public charter schools.
		- Held a joint meeting between the City Council and the College Station Independent School District School Board in 2023 and 2024. - The City Manager's Office has a representative on the College Station Independent School District's bond committee. - The City Council added a strategic plan initiative to create a joint committee between the City and the College Station Independent School District in 2023.

- Assisted the Bryan-College Station Metropolitan Planning Organization (MPO) in developing its next 25-year Metropolitan Transportation Plan (MTP), which was adopted in December 2024 and includes future funding for several high priority corridors in Brazos County.
- Collaborated with Brazos County regarding the design of Harvey Road (SH 30) widening and the Inner East Loop alignment study., Collaborated with TxDOT regarding State Highway 6, FM 2154 and other safety funded projects.
- Collaborations with other regional partners included:
 - The Bryan-College Station Metropolitan Planning Organization
 - Brazos County
 - The Brazos Transit District
 - The City of Bryan
 - College Station Independent School District
 - The Texas Department of Transportation
 - The Brazos County Regional Mobility Authority
 - The Texas Department of Transportation
 - The Brazos Valley Council of Governments (BVCOG)
 - Texas A&M University



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

STAKEHOLDER ENGAGEMENT REPORT

2025

EXECUTIVE SUMMARY

This Stakeholder Engagement Report summarizes community feedback collected during the City of College Station’s 2025 Five-Year Comprehensive Plan Evaluation and Appraisal. From February through July 2025, over 500 touchpoints were captured through surveys, focus groups, open houses, public hearings, stakeholder interviews, and informal outreach events. Input was gathered from residents, community organizations, boards and commissions, City Council, and staff. Across all engagement formats, participants emphasized the need to expand affordable and diverse housing, improve public transportation and infrastructure, strengthen workforce development and economic opportunity, and protect neighborhood character while accommodating future growth. This report synthesizes those perspectives into actionable themes to guide updates to the Comprehensive Plan.

INTRODUCTION

The Five-Year Comprehensive Plan Evaluation and Appraisal for the City of College Station serves as a vital checkpoint to ensure that the City’s long-range vision remains responsive to evolving community needs, implementation realities, and emerging challenges. As prescribed by the Comprehensive Plan, this process offers an opportunity to revisit foundational assumptions, assess progress, and identify refinements needed to guide policy, land use, infrastructure, and quality-of-life decisions moving forward.

Community engagement served as the cornerstone of this effort. From February through July 2025, a broad cross-section of residents, businesses, nonprofits, appointed board and commission members, elected officials, and City staff participated in shaping the Plan’s direction. This report synthesizes those contributions into key themes to support meaningful, actionable updates.

PUBLIC OUTREACH ACTIVITIES OVERVIEW

The City’s Planning & Development Services Department, in coordination with Community Development, led an inclusive engagement campaign that also aligned with the 2025–2029 Housing Consolidated Plan process. Engagement activities included:

- Community Planning Survey 2025 (135 responses)
- Focus Groups – Medical, Housing, Workforce, and Business & Economy sectors
- Public Meetings & Workshops – Seminar Supper, Open House, City Council public hearing
- Informal Events – Three Food Truck Wednesdays
- Digital & Media Outreach – Blog, radio, podcast, website, social media, and public notices

Public Engagement Calendar

DATE	EVENT	FOCUS
27-Feb-25	Medical Needs Focus Group	Barriers to healthcare and service access
6-Mar-25	Business & Economy Focus Group	Workforce development and economic resilience
20-Mar-25	Housing Focus Group	Housing affordability, quality, and access
25-Mar-25	Seminar Supper	Introduction to the planning process
8-Apr-25	Open House	Public workshop on planning priorities and feedback
Mar-Apr 2025	Food Truck Wednesdays (3 events)	Informal outreach at community gathering spots

WHAT WE HEARD - COMBINED INPUT SYNTHESIS

Across surveys, focus groups, interviews, board discussions, and staff meetings, several consistent themes and community concerns emerged. Public-facing outreach aligned closely with feedback from internal and institutional stakeholders.

1. AFFORDABLE AND DIVERSE HOUSING

Participants across all engagement formats emphasized that housing affordability remains the most urgent and persistent challenge in College Station. Residents noted rising rents, aging housing stock, limited landlord participation in voucher programs, and barriers to entry for low- and moderate-income (LMI) renters.

Frequent input included:

- Interest in expanding rental and utility assistance programs
- Concerns about substandard rental conditions and enforcement gaps
- Desire for policy tools such as tax incentives to increase affordability
- Support for accessible homeownership options and middle-income housing types

2. TRANSPORTATION AND MOBILITY

Transportation was a consistent topic of concern. Residents, boards, and staff described the public transit system as limited, infrequent, and difficult to navigate. Others pointed to gaps in pedestrian safety and the need for better regional coordination.

Common feedback themes:

- Frustration with limited bus coverage and inconsistent service frequency
- Safety concerns related to pedestrian and bicycle infrastructure
- Interest in expanding micro-mobility planning efforts (e.g., scooters, bikes)
- Requests for clearer communication about existing services and coordination with Brazos Transit and TAMU

3. STRATEGIC GROWTH & NEIGHBORHOOD INTEGRITY

Many stakeholders expressed concern about the pace and pattern of growth and its impact on neighborhood quality, infrastructure, resources, and housing stability. There was a shared interest in balancing new development with neighborhood preservation.

Community members and officials frequently noted:

- Many stakeholders emphasized the need for improved outreach and communication from the City to help residents and property owners better understand how land use policies translate into zoning decisions.
- Stakeholder concerns regarding whether zoning decisions are being applied in a manner consistent with the Future Land Use Map and the Comprehensive Plan's objective of preserving long-term neighborhood integrity.
- The importance of transitional land use or buffering to reduce impacts
- Concerns that City services and infrastructure is not keeping pace with population growth and new development

4. ECONOMIC DEVELOPMENT & WORKFORCE READINESS

Several focus groups and Council interviews discussed the need for a more visible and integrated approach to economic development within the Plan. Participants highlighted the absence of strategic planning and targeted initiatives for workforce development and local talent retention aligned with evolving industry demands.

Input included:

- Recognition of workforce gaps, particularly for non-degree occupations
- Discussion about small business retention and entrepreneurship
- Calls for clearer articulation of economic development goals in the Plan
- Interest in upskilling and job training for residents

5. SUSTAINABILITY AND RESILIENCE

Concerns about climate resilience, water supply, and environmental sustainability came up across many engagement formats, especially among council and board members.

Stakeholders discussed:

- The need for long-term planning for stormwater and heat mitigation
- Interest in low-impact development and green infrastructure practices
- Opportunities to better integrate environmental goals into land use planning

6. PARKS, TRAILS, AND PUBLIC SPACES

Residents and boards praised the existing park system while highlighting opportunities to improve equity, connectivity, and maintenance.

Community feedback included:

- A desire to expand trail systems and greenway connectivity
- Requests for more shade, tree canopy, and natural area preservation
- Interest in integrating parks with local businesses and active streetscapes
- Concerns about park access and distribution in newly developing areas

7. PARTICIPATION AND COMMUNICATION

Access to services and participation was a key theme in focus groups and community meetings. Some stakeholders expressed concern about how well public processes and city services reach historically underrepresented populations.

Common concerns included:

- Gaps in service delivery for seniors, non-English speakers, and low-income residents
- Barriers to participation in planning processes
- Desire for more multilingual, multi-platform outreach strategies
- Calls to simplify zoning and development communication

8. IMPLEMENTATION AND ACCOUNTABILITY

City staff and elected officials noted challenges in tracking and implementing certain action items within the Plan. There was interest in making the Plan easier to manage, monitor, and align with budget and departmental operations.

Input from staff and elected officials emphasized:

- The need for clearer departmental roles and ownership of action items
- Frustration with vague or overly broad language in the implementation matrix
- Interest in improving the use of tracking tools like Achieveit
- Suggestions to link Comprehensive Plan implementation more directly to Council priorities and annual budget processes

GENERAL PUBLIC FEEDBACK

Public input, gathered through surveys, events, and conversations, revealed several areas of consistent importance to residents. Participants voiced what they value, what they find challenging, and where they see an opportunity for improvement in the years ahead.

COMMUNITY PRIORITIES IDENTIFIED

Community members consistently emphasized the following issues as important to the future of College Station:

- The need for more affordable and diverse housing options, including support for renters and prospective homebuyers
- Concerns about public safety resources keeping pace with population growth
- A desire for expanded job training, employment opportunities, and small business support
- Interest in stronger and more reliable public transportation services
- Calls for more parks, trails, and recreational amenities in growing and underserved neighborhoods
- Ongoing attention to flooding, drainage, and environmental protection measures

ONGOING COMMUNITY CHALLENGES

Residents identified a range of challenges that they believe the City will need to address in the coming years:

- Rising costs of living, especially in housing, transportation, and basic services
- Pressure on established neighborhoods from student-focused or high-density development
- Strain on infrastructure and public facilities as growth continues
- Gaps in access to healthcare, childcare, and education, particularly among lower-income households

COMMUNITY-IDENTIFIED OPPORTUNITIES

Despite these challenges, many participants expressed optimism about College Station's future. They described ways the city could continue to grow while protecting its identity and improving quality of life for all.

Frequently mentioned opportunities included:

- Building stronger partnerships between City departments, schools, nonprofits, and employers
- Creating more accessible pathways to education, job training, and employment
- Revitalizing older neighborhoods in ways that promote equity and long-term stability
- Using creative outreach methods to connect with residents and gather meaningful public input

Many participants voiced a shared hope that College Station will continue to grow in a way that is thoughtful, all-encompassing, and sustainable, preserving the distinctive sense of place that makes it "feel like home."

LOCATION-BASED FEEDBACK

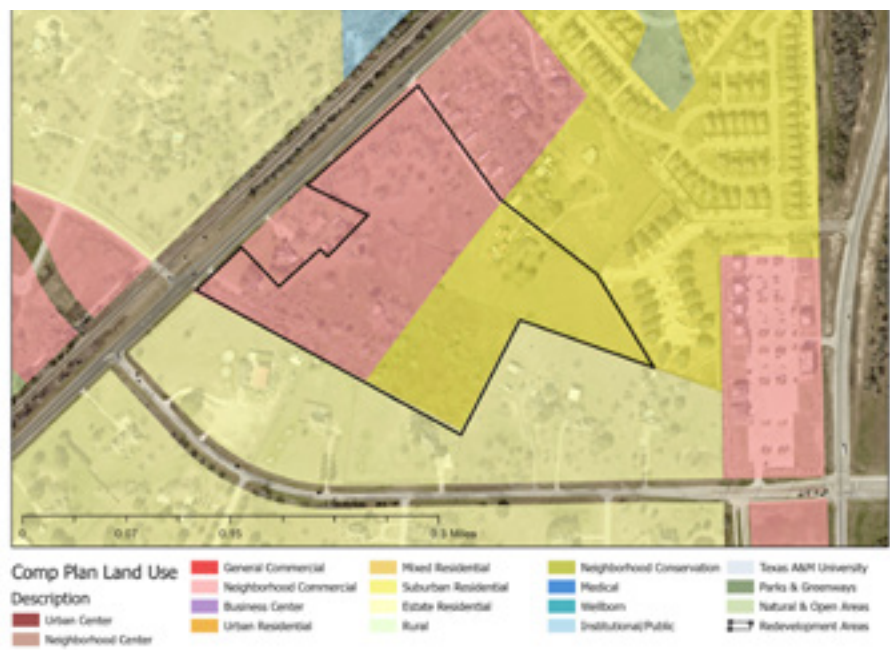
FUTURE LAND USE

Norton and Wellborn Rd., FM 2154

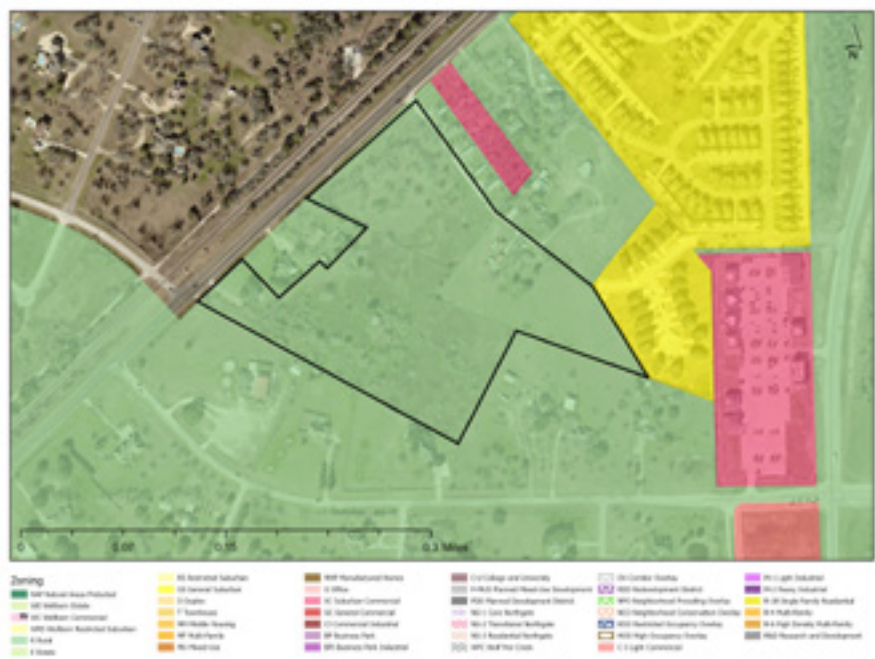
A proposed change to the Comprehensive Plan Future Land Use and Character Map from Neighborhood Commercial and Suburban Residential to Mixed Residential for approximately 20.7 acres generally located south of the intersection of Wellborn

Road and Norton Lane was made through the public engagement process. Mixed Residential is defined as areas appropriate for a mix of moderate density residential development including townhomes, duplexes, small multi-family buildings, and limited small-lot single family.

Future Land Use (Neighborhood Commercial and Suburban Residential)



Zoning (Rural)



Business Center at Midtown Drive

A proposed change to the Future Land Use and Character Map from Business Center to a Future Land Use compatible with Townhouse zoning (Urban Residential or Mixed Residential) for a portion of 313.73 acres of City property generally located east of Midtown Drive and north of William D. Fitch Parkway was made through the public engagement process. Urban Residential

THOROUGHFARE PLAN

PEBBLE CREEK EXTENSION

A proposed change to the Comprehensive Plan Thoroughfare Plan to remove the extension of Pebble Creek Parkway south from its current terminus at the intersection with St. Andrews Dr/ Royal Adelaide Loop. Representatives from the Pebble Creek neighborhood expressed concern that this extension would negatively impact their quality of life, increase crime rates, devalue their homes, and potentially lead to the closure of the Pebble Creek Country Club. They are particularly concerned about the increased traffic, loss of green space, and the impact on pedestrians and golfers who use Pebble Creek Parkway. The representatives are seeking to have the thoroughfare extension removed from the plan.

STAFF FEEDBACK

Throughout July 2025, the Long-Range Planning Division met with multiple City departments to gather staff reflections on implementation progress and coordination across the organization. Departments represented included those with responsibilities related to housing, development, engineering, infrastructure, capital planning, utilities, public safety, parks, and city management.

Staff feedback focused on the practical realities of implementing the Plan and maintaining alignment with changing conditions, organizational shifts, and resource constraints.

Common insights from staff included:

- A recognition that many action items are broad, aspirational, or continuous in nature, making progress difficult to measure
- The observation that some departmental assignments in the Plan no longer align with current workflows or organizational structure
- Interest in incorporating phasing or prioritization to support budgeting and resource planning
- The idea that the Comprehensive Plan could play a stronger role in shaping annual Council retreat priorities and long-range budget alignment
- Noted limitations in the Achievet tracking system, which does not always align well with the Plan's structure or allow for milestone-based progress tracking
- A call for clearer timelines and implementation feasibility, particularly for items that may no longer be actionable or well-aligned with current priorities or resources.
- The importance of refining or removing actions that are no longer feasible, ensuring that the Plan reflects what departments can reasonably implement over the planning horizon and organizational priorities.

Staff emphasized that continued evaluation, coordination, and communication across departments will be essential for aligning implementation with both the Plan and real-world conditions.

BOARDS AND COMMISSIONS FEEDBACK

Between April 3 and April 14, 2025, the Long-Range Planning Division facilitated focused discussions with several City boards and commissions to gather input for the Comprehensive Plan Evaluation. These discussions provided insight from appointees with expertise in land use, preservation, infrastructure, mobility, and parks and recreation. Participants reflected on both ongoing challenges and areas of opportunity based on their service and community engagement.

Boards and commissions engaged included:

- Planning & Zoning Commission
- Historic Preservation Committee
- Parks & Recreation Advisory Board
- Bicycle, Pedestrian, and Greenways Advisory Board
- Housing Plan Advisory Committee

SHARED THEMES ACROSS BOARD DISCUSSIONS

1. Growth Pressures and Housing Affordability

Board members frequently discussed the impact of rapid growth on housing availability and affordability, especially for families and middle-income residents. Many noted that increased demand from student-oriented development is affecting the character and stability of existing neighborhoods.

2. Water and Environmental Sustainability

Water scarcity, urban heat, and long-term environmental resilience emerged as topics of concern, particularly in relation to park maintenance and future land use. Boards raised questions about how the Plan supports sustainability under increasing growth pressures.

3. Mobility and Transportation

Several boards emphasized the need for safer and more connected pedestrian and bicycle networks. Micro-mobility, shaded routes, and regional coordination were also frequently discussed.

4. Parks and Green Space

Participants expressed strong appreciation for the City's park system and described a desire to expand trail connectivity, prioritize maintenance, and strengthen the integration of green space into mixed-use and commercial areas.

5. Historic Preservation and Neighborhood Character

The Historic Preservation Committee and Planning & Zoning Commission raised concerns about the tension between redevelopment and preservation, particularly in older neighborhoods. Topics included accessory dwelling units (ADUs), parking, and the protection and importance of historic districts.

6. Public Engagement and Transparency

Across all boards, participants reflected on the importance of predictable planning processes, transparency in land use decisions, and comprehensive outreach, particularly in the context of rezoning and Comprehensive Plan amendments.

BOARD-SPECIFIC HIGHLIGHTS

BOARD	KEY INPUT
Planning & Zoning Commission	Emphasized the need for transparency in the Future Land Use Map, concerns about drainage/flooding, and maintaining single-family neighborhood protections.
Historic Preservation Committee	Discussed housing affordability in older neighborhoods, university area pressures, and the importance of protection for historic districts.

Parks & Recreation Advisory Board	Focused on water availability for parks, park-business integration, and greenway connectivity.
Bicycle, Pedestrian, and Greenways Advisory Board	Highlighted traffic safety, shade and comfort for active mobility corridors, and coordination on survey efforts and planning tools.

QUESTIONNAIRE THEMES FROM BOARD MEMBERS

Following the discussions, board members also completed a written questionnaire. Their feedback reinforced the themes above and added the following:

Common Priorities:

- Preserving neighborhood integrity and encouraging compatible land use
- Increasing affordable and diverse housing options
- Improving pedestrian and bicycle infrastructure and transit access
- Supporting reinvestment in aging corridors and mixed-use redevelopment
- Expanding and connecting trails, parks, and green infrastructure

Common Concerns:

- Many stakeholders emphasized the need for improved outreach and communication from the City to help residents and property owners better understand how land use policies translate into zoning decisions.
- Stakeholder concerns regarding whether zoning decisions are being applied in a manner consistent with the Future Land Use Map and the Comprehensive Plan's objective of preserving long-term neighborhood integrity.
- Impacts of rapid growth on public services and infrastructure, particularly in new development areas
- Difficulty accessing city services and participating in public processes due to gaps in public transit services and limited public communication methods

Boards expressed strong support for a planning process that reflects community priorities, manages change predictably, and integrates environmental and social values.

CITY COUNCIL INTERVIEWS

As part of the Five-Year Comprehensive Plan Evaluation process, Planning staff conducted individual interviews with each member of the College Station City Council during July 2025. These conversations offered valuable insight into Councilmembers' perspectives on the Plan's effectiveness, evolving community needs, and opportunities for refinement.

Councilmembers generally expressed support for the Comprehensive Plan's goals and structure. Many viewed the Plan as a forward-looking document that reflects the City's aspirations and helps guide long-term decisions. They also identified areas for clarification and expansion based on current conditions and emerging trends.

KEY AREAS OF EMPHASIS

1. Economic Development

All Councilmembers discussed the importance of economic development and expressed interest in seeing it more prominently featured in the Comprehensive Plan. While the Plan references the Economic Development Master Plan, some felt that high-level

goals, such as talent development, business attraction, and workforce retention, should be more explicitly addressed. Several Councilmembers emphasized the growing need for jobs that do not require a four-year degree and highlighted the potential for College Station to retain more local talent.

2. Housing and Neighborhood Conservation

Affordability, housing diversity, and neighborhood preservation were frequently mentioned. Councilmembers shared concerns about the effects of state legislation that removed local occupancy regulations and discussed alternative tools, such as overlay districts, land use buffers, or design standards, to help maintain neighborhood stability. There was strong interest in increasing options for workforce and middle-income housing without compromising neighborhood character.

3. Mobility and Micro-Mobility

Transportation technology and shifting mobility preferences were key themes. Councilmembers spoke about the need to integrate micromobility options (such as e-scooters and bikes) into the City's planning framework, particularly as regional transportation projects evolve, such as SH 6 and Union Pacific railway. There was a shared interest in ensuring College Station remains connected, multimodal, and accessible.

4. Growth Uncertainty and Demographic Change

Several Councilmembers reflected on the unpredictability of future growth, especially considering TAMU's planned enrollment cap and shifting population dynamics. A growing senior population, alumni returning to raise families, and changes in housing preference were all cited as factors that may shape long-term development trends.

ADDITIONAL COUNCIL THEMES

- Housing & Density Management – Focus on preserving neighborhood character while accommodating more housing types
- Sustainability & Environment – Interest in urban heat mitigation, green infrastructure, and environmental design
- Alternative Mobility – Support for reducing car dependence and expanding mobility choices
- Redevelopment Areas – Continued attention to areas like Northgate and aging commercial corridors
- Greenways & Trails – Support for enhanced trail connectivity and natural space preservation
- Public Engagement – Appreciation for transparent processes and broad community participation

Council input underscored the value of a flexible and adaptive Plan, one that balances predictability with responsiveness and reflects the community's evolving aspirations and realities.

CONCLUSION

The insights gathered through this engagement process reflect a community that is thoughtful, invested, and forward-looking. Participants from all corners of College Station, residents, service providers, businesses, boards, Councilmembers, and staff, offered meaningful input rooted in lived experience and shared aspiration. While perspectives varied, common themes emerged around housing affordability, mobility, economic opportunity, and neighborhood preservation. This report does not offer conclusions or directives but instead provides a reflection of what was heard. These voices will inform the evaluation of current policies, help guide refinements to the Comprehensive Plan and ensure that future actions remain grounded in the needs and values of the community.

APPENDIX A: SURVEY COMMENTS

WHAT DO YOU CONSIDER SUCCESSES IN THE CITY OF COLLEGE STATION OVER THE PAST FIVE YEARS?
New city hall
an amazing police and fire departments, great utilities; love the curbside recycling
Sufficient parks, City hall project, police/fire/ems,
Great trash, recyclable and bulk pick-up services
The focusing and improvement of bicycle infrastructure
Apart from our public safety services, nothing comes to mind.
West corridor of Wellborn road and HW 47 development
College Station seems to have forgotten how mature trees help appearance, land stability and air quality. New development should be required to save a percentage of trees.
The resilience in coming back from the COVID shut down in terms of the local economy.
Coordination with other local governments; successfully navigating economic development and retaining workforce through the pandemic; upgrading city facilities (city hall, police department, parks)
I think the both the soccer game (Mexico vs. Brazil) and the George Strait concert were big wins for the city and I think there should be more of that!
The development of new businesses such as restaurants and attractions.
low crime rates
Lowering crime; improving streets, improving traffic, flow, showing more concern over housing needs, improving activities and housing around Northgate, improving citizen participation, and showing more concern about the housing needs for all citizens.,
High level of city services, bond projects, new developments
tree planting, app to report unsightly areas of city, great police and top notch city services
Managing rapid development, and place-making
New Development in the City
Loads of commercial development.
2818 redesign is great. Greens Prairie Rd is also great. Additional multi-use paths are fantastic.
City parks. Fun for All playground, Expansion of Veterans Park ball fields.
Roadway improvements, Costco, Amazon Drones
Bike network seems to be getting better.
improving roads and utility infrastructure
Maintaining Northgate as it is, Aggie Spirit, local events, partnerships with Bryan
New developments happening around Northgate and century square area
Land use

WHAT DO YOU CONSIDER SUCCESSES IN THE CITY OF COLLEGE STATION OVER THE PAST FIVE YEARS?

Communication and outreach have greatly ramped up. More focus on building for families. More community oriented development.

Dog parks

Teacher success will pave the path to city success.

Densification of Northgate. Addition of more bicycle lanes and sidewalks

Century Square,

Pedestrian friendly infrastructure.

Getting their tax money

The city council members who listened to the community and voted down the development in Northgate

1. Continuing addition of safe shared use paths (Greens Prairie, Rock Prairie, etc.) ; 2. Offering opportunities for citizens to provide feedback on important paths forward; 3.

Volunteers

Maybe updating 2818.

Bike paths, trails, sidewalks

After football games traffic disbursement, development of businesses & restaurants further away from campus, keeping panhandlers out of area

The City has excelled in providing excellent emergency services. I would love for civilian staff to be prioritized to support the growing forces behind fire and police.

Willingness to include stakeholders in the use of city real estate

Recruiting efforts

Over the last five years the city has done an excellent job at addressing the shortages in the public safety sectors.

New jobs

New facilities to highlight the city

The city has worked diligently to improve the image of the city and how it provides for its citizens.

Construction of the barriers on George Bush Drive for bikes. These are critical to making people feel safe. Introduction of all ped phases on Univ Dr.

AFFORDABLE HOUSING FOR CITY EMPLOYEES AND MORE COMPETITIVE SALARIES

police and fire responses

Economic Development

Town pride and safe place to live.

Community/City activities

Dedicating funds and resources to aging infrastructures

Attracting businesses like REI to the city

WHAT DO YOU CONSIDER SUCCESSES IN THE CITY OF COLLEGE STATION OVER THE PAST FIVE YEARS?

Planning and Development interaction with public and help with permitting
How the growth of the city has been handled
growing and attracting many to the city.
economic development
Job growth, continued top tier reputation of TAMU, developments such as Century Square
Century Square
The city is clean and safe. Infrastructure reliable. South end of CS is growing and developing (tower point, jones crossing).
Change in city leadership
Trying to bring more Economic Development to College Station, and keeping impact fees low but still enough to help the city.
More housing in Northgate. Also, increasing the cost-of-living adjustment for retirees.
The Amazon drone program
Parks Development; Community Image; Economic Development
Affordable housing for middle class. Losing less jobs and businesses to Bryan.
keeping the city looking beautiful and not degrading areas.
Bringing people to College Station for tournaments/events
Underground utilities, minimal overhead powerlines
New PD, Fire Stations, City Hall
Safe and friendly community due to proactive public servants and family-oriented community members.
Recognition of value of community outdoor recreation
The City of College Station is growing responsibly and taking the environment into consideration.
More bike/ped facilities available
The influx of businesses in College Station
Traffic flow, physical infrastructure, and community image/appearance.
Training
Planning efforts; public safety
Having more development in residential and commercial
increasing public safety
New city hall, new police department, Rock Prairie Road redevelopment
Night life at Northgate
growth and how the city handled it
finally trying to address issues with Ag shacks with ROO and HOO zoning

WHAT DO YOU CONSIDER SUCCESSES IN THE CITY OF COLLEGE STATION OVER THE PAST FIVE YEARS?

Bringing new business for shopping and eating.
economic development, community development
Infrastructure
MAINTAINING PARKS AND WILDLIFE
City building construction
We might now have enough emergency personnel for the size of the community. City services are responsive to needs.
getting the COLA raised for retire
Has not regressed or taken any steps backward.

WHAT DO YOU CONSIDER SHORTCOMINGS IN THE CITY OVER THE PAST FIVE YEARS?

Code enforcement in older neighborhoods
not enough parks with natural hiking areas and greenspace (not SPORTS related)
Medians/ Macy's/ lack of coordination with rising school tax
Coordinating school locations with busy roads so drop-off and pickup is efficient.
The hesitancy to allow student housing in areas next to campus
Pushing for road development east and developing a midtown area
The city prioritizes A&M students over lifetime residents who own homes and businesses in College Station.
Allowing a very small group of neighborhood activist eat up a large portion of staff time and resources in regards to the over occupancy issue. The government has no place in peoples bedrooms.
Macy's. Northgate. Development has gone astray here. Northgate is crowded and has lost its unique charm. Is it a downtown, is it student housing, is it an entertainment area? The city never should have purchased Macy's.
I do not believe we are incentivizing development to the maximum capacity that we can. I live in Midtown, an area that was promised x, y, and z for however many years and there is no movement on development. Additionally we need more housing.
Lack of progress in Midtown, sports fields and indoor space.
complete fiscal mismanagement
No continuous planning. It seems the focus for development changes with each council resulting in incomplete development...see failed/stalled midtown. And no major new employment activity or major family entertainment venues for citizens & visitors.
Not showing enough concern for the needs of the seniors, not investing in advertising in a way that will draw more seniors into the community, and not showing enough concern for the historical and lower income needs of several communities.
few NON sports parks that have lots of green space, trees and nature walks
Traffic Congestion navigation
Increasing Impact and Park Fees

WHAT DO YOU CONSIDER SHORTCOMINGS IN THE CITY OVER THE PAST FIVE YEARS?

Residential development and support for local and small builders.

We still need more bike lanes. And we need lap pools for swimmers. Keep building multi-use paths!

Lack of facilities south of Rock Prairie

Losing Amazon Drones, Post Oak Mall not being redeveloped, the old apartments along Harvey Road (from Bush to SH 6) not being redeveloped

I think the largest shortcoming has been the law that was passed limiting the amount of people that live together if they are not related.

Not really feasible to do much by bus or bike unless it's near the university.

increased fees and regulations have hindered development opportunities and increased the cost of living and housing in College Station

Affordable housing, traffic congestion, no shade, displacement, no good jobs outside of the university

Trying to address increased traffic by fixing car traffic instead of promoting other transportation options

Traffic, over crowding.

Traffic design implementation lanes/light/etc.

Being reactive in planning rather than proactive. We cannot expand roadways enough for all the traffic. We need to emphasize mass transit.

Lack of dog parks

Traffic

School support. The city worries more about final finishes than K-12.

Still need more bicycle lanes and sidewalks

traffic is terrible and the police don't patrol streets for speeders. Barron rd. has a ton of speeders and there is a firehouse and HS nearby. People speed up and down the road at all hours of the night.

Roadway Safety, congestion,

Traffic mitigation, gamedays especially, flooding protection, prioritization of the university (the lifeblood of this city).

Not enough expansion of infrastructure. Houses can't sell here because of so many new builds. Cost of living too high.

Just feel like Bryan has jumped way ahead of Cstat with the development of Legends and the area surrounding it

Addressing housing accommodations in a timely manner that allow low income citizens and students to have affordable options while also insuring neighborhood integrity.

Housing

Increased taxes, Barron & Wellborn Rd. Hasn't even started construction, affordable housing, paid parking,

Growth and population exceeds infrastructure capacity

Not allowing electricity options for population to choose from, undated parks for kids, code enforcement of neighborhoods (too many cars, weeds, campers/trailers parked in driveways, unkept property)

WHAT DO YOU CONSIDER SHORTCOMINGS IN THE CITY OVER THE PAST FIVE YEARS?

Emergency services, traffic control, focusing on unimportant things like elaborate welcome signs, roads unmaintained. The list goes on
Wasting money on the Macy's building. Not performing proper soil testing for the Independence Ball Park
Industrial development with tax rate growth.
Affordable housing for low income families has absolutely tanked. Families cannot afford to live and there are not enough community resources. The city needs to offer a rental assistance program
Bad investments
Purchase of Mall property
The city fails in making this a long term community to live in. We're behind communities such as Waco who have a bigger VA office for veterans, more museums, a water park, YMCA, even a zoo. The city could become less transient if it these were prioritized
Lack of actual affordable housing, low income housing, senior housing, and decent paying jobs for lower income levels
Traffic
Fire department pay and retention
The lack of housing for families that is affordable and not specifically designed for college students. Not having the emergency response departments keep up, numbers wise, with the extreme growth of the city and Texas A&M.
Slow adoption of methods to keep peds safe. Also discontinuity of multimodal facilities such as when a bike lane abruptly ends at an intersection without transition to sidewalk or drivers not watching for peds especially with right turn on red
Dealing with Macys disaster and paying more
SALRIES, AND BEING UNABLE TO LIVE IN THE CITY YOU WORK
wages, and road conditions
Parking and cost of living
Handling of sensitive topics - Northgate, Macy's, etc.
Street and parking lot construction
Being 5 more years behind other areas in adding athletic fields
affordable housing
Missing what looked like an opportunity to get Buc-ees within the city limits
interdepartmental relations; planning for all the new construction around town
Housing and traffic
Focusing on the wrong things to work on.
drainage and flooding
Lack of beautification and walkability, especially within the core.
CSPDs inability to confirm on College Station Municipal warrants. Lack of development on Harvey road and the mall. Lack or Northgate redevelopment

WHAT DO YOU CONSIDER SHORTCOMINGS IN THE CITY OVER THE PAST FIVE YEARS?

The use of the budget with nothing to show for it. Specifically for parks and rec
Mall looks to be floundering. Other malls within a 50 mile drive have better staples and small anchors. We have knock of shops and low end retail or eve resell shops in our mall. Makes it pretty easy to justify going out of town for shopping.
Street repair, employee pay
Traffic, Middle Age Entertainment, and Housing for low to moderate income citizens. It seems like there is only housing for students or citizens that make a higher income in College Station.
The type of development in CS is making the town ugly. So many wooded areas are being developed but absolutely no trees are being left. It seems that the town could leave trees in surrounding areas or parking lot.
purchase of Macy's building, ball park that was never finished, poor management of taxpayer dollars
Not planning on more parking at City Hall
The city looks more like a suburb of Houston than an independent city with attractive economic opportunity
Development of the Northgate District
CoCS is constantly losing business to the city of Bryan. Bryan is doing an outstanding job attracting new business, bringing in new families, and improving their reputation.
very old water system that is always breaking
Traffic flow is a major fail in certain areas. Some are very simple fixes that would not require construction and long traffic delays.
Business development opportunities
Neighborhood integrity, Traffic capacity, Affordable housing.
Prioritization of automobile-centric transportation planning, over multi-modal resilient network
I think a great many of our city residences are upset about the medians. Despite the fact they provide useful traffic control.
housing prices
Not enough things to do in the area
Public safety turnover/compensation, recreational/entertainment opportunities for citizens and visitors that are NOT parks (we have plenty of those).
Wages are not keeping up with economy
Park maintenance and improvements
Projects like the ballpark or Macys purchases that have cost millions in poor outcomes that could've been used in better ways
planning for future growth
Failed independence park. Macy's building closing and city purchase.
Recreation spaces such as gym, sports centers
the traffic needs to be better
enforcement of no more than 4 unrelated
Entertainment for Family and traffic congestion

WHAT DO YOU CONSIDER SHORTCOMINGS IN THE CITY OVER THE PAST FIVE YEARS?

housing, local businesses have struggled to thrive

community outreach

WHAT DO YOU CONSIDER TO BE THE GREATEST CHALLENGE FACING THE CITY OVER THE NEXT FIVE YEARS?

Traffic infrastructure

neighborhood integrity and clean air

Lack of tax income from business

Funding

Making sure housing supply keeps up with increasing population, while still making sure some level of quality is assured

Population growing with HW 6 expansion. Keeping people happy during that transition all while keeping Aggieland a place for families to settle here and grow the town.

The air quality, stability of soil and flooding issues that will come if the same type of development keeps happening.

The availability and access to water. This will be a more pressing issue when out of county companies begin pumping water for the Austin area. In addition we need to find funding to drill new wells.

Water. We like to say housing, jobs, public safety, etc. For this community, in the next five years (and beyond) it's water.

increasing the supply of housing to match the increase in population.

Infrastructure to keep up with the population growth and affordable housing.

the debt crisis caused by fiscal mismanagement over the past five years

Inconsistent development

budget

Not showing enough concern around improving the economic development from I-6N down Texas Avenue, not doing more to bring in top quality, economic development businesses and manufacturing concerns Will hire paying jobs for better quality housing

Housing, aging infrastructure, water

water due to TAMU creation of semiconductor facility and the growing needs of city

Water Security and wear and tear on infrastructure

Traffic

Increased costs of borrowing money and construction. The lack of incentives for residential developers. Lack of land and local resources.

Traffic congestion, crowded student neighborhoods

Water usage

CSISD being an over-funded, bloated organization that makes people think CS overall has high property taxes

Managing the growth of the city as Texas A&M's student body grows.

WHAT DO YOU CONSIDER TO BE THE GREATEST CHALLENGE FACING THE CITY OVER THE NEXT FIVE YEARS?

Developing in a way that won't destroy rural land and won't encourage more driving on already busy roads.
fulfilling the housing needs of the current and future residents
Affordable housing
Federal instability, non-automobile travel safety and comfort
Traffic due to the new construction projects.
Affordable housing
Climate change.
Storms
Too much growth
Trust in City government.
Federal funding shortcomings. Political polarization
congestion, overgrowth
population growth
Cost of living.
Traffic-especially on highway 6
Traffic congestion, housing, insuring long term access to water from the aquifer where we currently draw water for the city..
Neighborhood integrity
Hwy 6
Growth and population exceeds infrastructure capacity
Increasing housing costs
How to preserve the small town college town feel with growth of city
Growth and lack of prioritizing important needs
Competitive pay for employees, especially first responders.
Finance for a growing community and workforce. Competitive pay.
Traffic
Economics
The greatest challenge is going to be keeping up with the growing population. I feel like the city is already behind when it comes to providing services such as trash, police, fire, ems etc. which takes a toll on those employees
Decent paying jobs and adequate housing for lower income levels income and seniors
Traffic
Public safety expansion to match city growth

WHAT DO YOU CONSIDER TO BE THE GREATEST CHALLENGE FACING THE CITY OVER THE NEXT FIVE YEARS?

Building the emergency services to a large size that will catch up with and keep growing with the city's growth.
Managing the existing conditions of the city's infrastructure including current roads, utilities
Traffic housing and city pay
student traffic and highway 6 widening
Keeping up with maintenance of streets infrastructure and continuing to provide high level of service as the city always has.
Growth planning
Traffic and street development efforts
Funding to keep up with growing community and supply chain prices.
affordable housing
Growth outpacing city services. Specifically public safety.
Continued growth within the city limits and the volume of construction that will accompany that growth
Navigating the rapid growth and development of this city
Housing and traffic
Rapid growth
drainage and flooding
Traffic and congestion (although it is a breeze if you're from a big city), housing (inventory and costs), keeping new graduates in CS and the ability to recruit a strong qualified workforce to CS
Wasteful spending, The city has a duty to be fiscally responsible with taxpayer money and that has not been done for years.
Infrastructure and public safety issues combining with a growing population.
Crime, cost of living, and housing prices
Traffic congestion, finances changing due to legislation from Austin, student housing location and density.
Keeping businesses from closing and/or leaving
Traffic, Parking and Housing (Students have taken all the affordable housing)
If so much destruction of greenery keeps happening, air quality, town appearance and flooding issues will continue to develop.
Room for growth but the town is already big enough for me. Also keeping good employees due to pay and being able to hire people who will come to the office to work.
Affordable housing, private sector jobs (lack of), attracting commercial/industrial businesses.
Overgrowth of commuters that work in Houston or Conroe, but utilize local public resources
Mitigation of traffic issues caused by population growth
The massive city deficit.
too many high rises north college station, too many people not enough. housing for non-students at reasonable price
Traffic

WHAT DO YOU CONSIDER TO BE THE GREATEST CHALLENGE FACING THE CITY OVER THE NEXT FIVE YEARS?

Price of land

Traffic Capacity and the major upcoming projects to address it. Attaining Public Safety employee numbers where they need to be.

Maintaining city service standards while city and university rapidly grows and needs develop.

Environmental protection, manifested in both compatible sustainable land usage, as well as natural resources, not limited to water, vegetation, and diversity of ecosystem

Growth of A&M, influx of people moving here and the growth of concrete creating flood zones and heat islands.

housing prices

Entertainment

Availability of reasonably priced housing for citizens of all socioeconomic statuses.

Employees finances

Housing; water

Stagnation in development due to economic factors and developers who won't build due to impact fees

traffic congestion

Roadway construction - Highway 6, Wellborn/George Bush

Parks

more growth

student housing in neighborhoods

Traffic on a major thorough fair Highway 6 is becoming so congested. Not to mention all the one way traffic in town.

keeping up with the population growth

infrastructure

Figuring out what to do with Midtown or whatever that area is called over near Costco.

Traffic & housing

Growth & expansion with limited infrastructure and public safety coverage

Keeping long-term residents happy when so much is out of their and the city's control, that is, things like growth, revenue generation, and ability to restrict occupancy.

keeping up with public safety

the streets

Spurring economic development beyond housing

WHAT DO YOU CONSIDER TO BE THE GREATEST OPPORTUNITY FACING THE CITY OVER THE NEXT FIVE YEARS?

saving older neighborhoods

WHAT DO YOU CONSIDER TO BE THE GREATEST OPPORTUNITY FACING THE CITY OVER THE NEXT FIVE YEARS?

create excellent zoning and beautify the area with greenspace to enhance high end businesses to move here
State mandates
Planning as is being done here
While other Texas cities seeing growth have things like urban highways forcing the design of growth, College Station's layout and streets is enough of a blank canvas to allow many types of developments
It's becoming more and more transparent that college station has potential to be coming more than just a college town. Being born and raised here I have seen the growth and am excited to see where CS's expansion becomes. Big business potential=growing pop
We have the opportunity to truly make this city beautiful and enjoyable. More priority should be placed on natural spaces and parks as well as the requirement of a percentage of tree to be left on new developed property.
We are ideally located in the Texas Triangle and are home of the largest university in the US. We are uniquely positioned to attract large companies and industries.
Securing water resources. Miss that opportunity and there won't be a need for another five-year plan.
There is a lot of opportunity in south college station to make this area more of a destination for full-time residents as well as students.
The opportunity to enhance quality of life by leveraging the city's location to bring more businesses and amenities.
The opportunity to address the debt crisis now, proactively instead of continuing the current path to compound the pain we'll feel dealing with the issue.
Family and student entertainment...something
budget and growth
Improving quality control by bringing in venues for investment from A&M University and the City Of College Station
Bringing in new businesses, more large scales events like George Strait
beautify city and maintain sound zoning ordinances
Sustainable Development
Redevelopment of older areas that need new life
Redevelopment zones. Zoning changes.
Green commuting opportunities.
Growth of the city
Can Post Oak Mall, the Harvey Road corridor, and Wolf Pen Creek become an awesome mixed-use redevelopment area similar to Century Square, but bigger?!
Bike network could be very good if progress continues.
embracing the demand for housing due to the influx of people wanting to live in College Station
Improving public transportation
Targeted redevelopment areas and expanding bike network

WHAT DO YOU CONSIDER TO BE THE GREATEST OPPORTUNITY FACING THE CITY OVER THE NEXT FIVE YEARS?

The overall growth of the state.
Affordable housing
Climate change.
More dog parks
Opportunity for LOCALS to work for the city
Building more student housing in NG and surrounding areas
the integration of active transportation, compatible land uses
accommodating the increasingly diverse group of people coming to this city for a&m
Massive growth and the schools, infrastructure and pay do not match up.
Please consider developing a sports/rec center for the city.
Address traffic congestion by creating a safe and connected system for bicycles, pedestrians and micro-mobility users.
Stray animals
Lower the cost of living! Eliminate impact fees, don't allow paid parking on any new developments, build your own roads and stop passing the buck to developers who pass the buck to the citizens.
Young families moving in revitalizing the areas, chance to bring jobs and better education
A reset to go back to the basics and focus on what matters and not nickel and dime its citizens
Maintaining the infrastructure we currently have.
Development of US made products and the need for more industrial growth.
Design and development of University Drive expansion
Tourism
The city has a great opportunity to become a home for many more people if a different model would be followed. Understandably the city exists because A&M so that always needs to be a priority, but families need to be on the same level.
New residents
Regaining a spot as a destination city for public service workers
The amount of people who have and are coming to College Station and the abilities that provides for the city as a whole.
Since most roads are physically constrained at this point, shifting people out of their cars (onto micromobility) and providing ways to make bus service more reliable such as que bypass at traffic lights.
CAPITALIZING ON HOUSING FOR PEOPLE THAT LIVE ANBD WORK HERE, NOT JUST THE STUDENT POPULATION
city needs to bring in big retail to keep spending local
Continued positive growth but can infrastructure accommodate it?
Fiscal budget balancing
Partnership with TAMU

WHAT DO YOU CONSIDER TO BE THE GREATEST OPPORTUNITY FACING THE CITY OVER THE NEXT FIVE YEARS?

Growing its employees
constant growth
Attracting industry that can provide quality jobs and services as more businesses move to Texas
To get ahead of the next growth cycle and recruit/retain good quality people for key positions to prepare for these needs
Expansion
Rapid growth
drainage and flooding, police force
TAMU, planning projects such as this, Northgate, etc.
Increase in population growth/tax base.
Is the city going to adjust its priorities before it's too late
Attracting high-end employment and retail, we are growing fast and if we want to keep that money here we need retail activity. We have an opportunity to create high density housing (like NG) which provides relief for traffic in other areas of the city.
Parks and Economic Development (opportunities for growth.
The city should prioritize the environment and town history. Long term residents should be considered over temporary students.
Hopefully the new Housing Plan will bring new ideas to allow for growth and more affordable housing.
The freeze on TAMUs growth provides an opportunity to focus on the community members that live or work here year-round
Community Image brings more residents and opportunity for development
People want to live here, however, they are all being priced out of paradise.
reduce the cost of living
Being in a landmark university town, the possibilities are endless.
Partnerships for economic development
Need to build a Convention Center to increase tourism and business visitors.
Updating Post Oak Mall area with businesses and infrastructure that supports tourism and economic growth.
Reimagination of multi-modal transportation network as people-first recreational space of community connection, instead of auto-centric thoroughfare
With our nature I feel we can make a huge impact by improving habitats in our parks/green spaces, extending residents incentives to have more natural yards, and look for ways for the community to help with policy creation.
Opening more things for younger people to do since College Station has a lot of younger folks
Planning and development of the land east of SH 6.
Growth
Economic development

WHAT DO YOU CONSIDER TO BE THE GREATEST OPPORTUNITY FACING THE CITY OVER THE NEXT FIVE YEARS?

It is still a desirable place to live. Need to bring in more industrial to help with tax revenue
potential to plan for future growth
employment growth
Economic Development
redeveloping areas closest to campus for higher density
becoming a more family friendly city - needing to develop amenities for families
Family Friendly places.
Having a plan and making a change.
Houston area expansion
Redevelopment of Northgate area.
growth
making the streets better
Continued growth despite the city's efforts to not take advantage of it. We have great opportunities for development if the city will stop hindering it.

DO YOU HAVE ADDITIONAL COMMENTS REGARDING THE GROWTH AND DEVELOPMENT OF COLLEGE STATION?

Quality of life should be a priority
growth needs to be controlled unlike what happened to Houston during fast growth phases; developments where people can walk to amenities and meet neighbors
We need industry/ large business
Make a bus route that people would reasonably want to use over driving. Quality stops and, most importantly, dedicated bus lanes
City Hall would greatly help the citizens by not approving more HOOs in older areas of town. This would make our older neighborhoods less attractive to Ag-shack developers, (hopefully) making neighborhoods more affordable for lower-income families.
Try to land a few more large corporations in the next five years that bring stable jobs to the area. Tens of thousands live here and commute to Houston for job opportunities. East off of Fitch is a great area for business park around flood zones.
Please listen to the actual residents that are raising families and have a stake in this town. It seems that even when thousands sign petitions/attend council meetings it falls on deaf ears.
If we can manage to attract large companies and industries, we will need additional workforce housing. Since we are no longer able to annex, we need to look into redevelop with particular attention paid to increasing density.
We need more green spaces in the city, like Wolf Pen Creek Park.

DO YOU HAVE ADDITIONAL COMMENTS REGARDING THE GROWTH AND DEVELOPMENT OF COLLEGE STATION?

Drove to the FedEx office near Pebble Creek recently and I saw the trails, benches, and open spaces waiting for businesses and employees. This is a great area with housing and retail nearby. Has this been forgotten?

Prioritize Midtown

Focus on midtown, athletic fields for local and tournament use, housing, and infrastructure (highways, roads, hotels, etc.)

Focus less on class warfare and pet projects like the narrowing of Lincoln Avenue and purchasing Macy's to let it sit empty. Instead, re-focus on the actual purpose of government: managing city services at the planning department and emergency services.

City should stay out of real estate ventures...encourage private development

North gate remains

We need to spend more time getting more input from the wealthy residents to get their input on the growth of the area.

Need more affordable options

need to maintain neighborhood integrity with growing student population

Growing more sustainably will provide college station with great benefits in the long run.

College Station Should promote growth because it is coming to the area

Can we share the Union Pacific right-of-way to build a commuter rail connecting all the housing centers from Wellborn (where we could even locate a park and ride) to A&M/Northgate and continuing on to Downtown Bryan? Cut congestion?

An important part of managing the growing population is to allow for easier transportation. More sidewalks and accessible public transportation will be important. Focusing only on car-centric infrastructure will only make traffic worse, similar to Houston

Parking minimums are an unnecessary burden on businesses. Sidewalks need more space away from the road if the speed limit is above 30 mph.

be proactive in re-development opportunities

I want more dense development that offers more things to do in a short distance. New development, especially around campus, should be intended to serve multiple modes of transportation.

Also public health.

Stop hiring from large cities and focus on teachers.

Ban minimum parking requirements. Upzone near campus. Remove No More than 4

Please look at youth sports in the city. Our kids deserve a quality and safe place to play all recreational sports, especially basketball.

Develop incentives for investing in sustainable practices, such as: 1. Better compensate for solar panel over production that rolls onto the city grid, a rebate program for water saving practices (i.e. rainwater recapture, low water need landscaping, etc.)

Stay animals

Build roads faster and stop waiting so long like you did with greens prairie road.

Need to update elementary schools, offer incentives for first time homebuyers to work and live in cstat

DO YOU HAVE ADDITIONAL COMMENTS REGARDING THE GROWTH AND DEVELOPMENT OF COLLEGE STATION?

Development should be based on need (ex: more baseball fields) and not on pet projects or high costs wants (ex: a multimillion dollar rec center that will compete with private businesses).

Its time we focal on building our tax base for both commercial and industrial business. A neighborhood community will not generate the tax revenue needed to support the city or community.

Papadeaux

This city needs more pretty green space. Perhaps even a man made lake with trails around it somewhere

Concentrate on the services that support the continued growth fire/pd

I appreciate what the city has done managing traffic congestion with the management center to use existing capacity better. I wish I felt safer on my bike. A painted gutter next to 35+ mph traffic is not safe despite its widespread use nationwide.

Pay

IT NEEDS TO SLOW DOWN AND FOCUS BACK ON THE PEOPLE THAT KEEP THE CITY RUNNING, TEACHERS, EMERGENY SERVICES, UTILITIES, SANITATION ETC

Development from student living, high rises, new neighborhoods, ETC has blown up in the last 5 years so a little concerned it will be too much too fast for infrastructure to keep up.

Cant wait to see all the comments and try to figure out which direction to go? Thanks

There has always been a shortage of family-friendly businesses in the city because of it being a college town. As we continue to grow, I think there should be additional emphasis on attracting industry geared to our full-time population to create balance.

Great work in changing the trajectory to a much more positive and interactive role

Having a better plan for all the construction around town that's going on, some of the planning hasn't been thought out very well

Growth is too fast and development too slow

bring bigger businesses to College Station

The city needs to look into more family friendly establishments instead of just recruiting bars and restaurants.

As the population increases, public safety and utilities/infrastructure should be the first priority.

City needs better health insurance in order to keep retention. Too many coworkers are being denied needed surgeries

Opportunities the City controls: for example, turning Macy's into something that turns the mall in a positive direction. Or the Patricia St. land which could enable high-density and retail needs of the city overall to be realized.

No, I believe the City is doing what the can but only thing I might say is maybe looking at focusing on things for middle age. It feels like there are your seasoned individuals here and your students but where are the middle age individuals.

Protect the history, protect some of the nature and protect permanent residents.

The biggest obstacle to grown in the College Station is the City of College Station

Stop focusing so much on catering to the university and tourism. Support small business ventures and bring in businesses that contribute to the global economy, not just the local hospitality

Focus more on bringing in good, quality business that will attract newcomers. Focus less on multi-multimillion dollar fire stations and police stations and more on lowering cost of living for the middle class citizens.

cost of living and very high appraisals pushing out all but the wealthy.

DO YOU HAVE ADDITIONAL COMMENTS REGARDING THE GROWTH AND DEVELOPMENT OF COLLEGE STATION?

Still need more "Family-oriented" things to do, but it is getting better.

Retrofit and infill development, along with prudent resource conservation will make the city more prosperous and more resilient

I love working for the City and I would like to let you know y'all are doing a wonderful job.

I just think that we need new things for the people to do. College Station is a fast growing city and we need more things opening to compensate for that

CS has experienced tremendous growth and development but is lacking in terms of public safety support, especially within the police department.

Wages increase so employees can afford to live in city they work in

More industrial

I feel that we are 10 years behind the curve in planning for growth. After living and working in the area for the last 23 years, I could see in the early 2000s that the area was going to grow exponentially. Now we are like Austin playing catch up

While we have more people moving here it doesn't appear we have an equal number of stores/restaurants.

focusing on making this a place where families and seniors want to be - housing, amenities, job opportunities, etc. Families and seniors invest more in the community than college students

PRESERVE THE WILDLIFE AND TREES AND STOP KILLING THEM

I feel like the whole city lacks when it comes to traffic, roads, etc. We want people to move here & live here but we do not have the infrastructure to support all of these people.

I become more concerned about the availability of water with each high rise and neighborhood that goes in.

September 25, 2025

Item No. 9.13.

Removal of the P&Z Commission as Designated Impact Fee Advisory Committee

Sponsor: Carol Cotter

Reviewed By CBC: N/A

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, "Unified Development Ordinance," Article 2, "Development Review Bodies," Section 2.2, "Planning and Zoning Commission," of the Code of Ordinances by removing the Planning and Zoning Commission's designation as the Impact Fee Advisory Committee pursuant to SB 1883 and presentation, discussion, and possible action regarding an ordinance amending Chapter 107, "Impact Fees," Article I "Reserved", of the Code of Ordinances establishing an Impact Fee Advisory Committee pursuant to SB 1883.

Relationship to Strategic Goals:

- Financially Sustainable City,
- Core Services and Infrastructure,
- Diverse Growing Economy, and
- Improving Mobility

Recommendation(s): Staff recommends approval of this Ordinance amendment.

Summary: In its regular session earlier this summer, the 89th Texas Legislature passed SB 1883, amending Chapter 395 of The Local Government Code. The bill revised requirements relating to the implementation and administration of impact fees including removal of the authority of a political subdivision's Planning and Zoning Commission to act as the Impact Fee Advisory Committee. Currently, the Planning and Zoning Commission, with the addition of representative ad hoc members are the designated Impact Fee Advisory Committee. This Ordinance amendment is the first step in aligning our local code with the new state law and ensures compliance moving forward.

Budget & Financial Summary: NA

Attachments:

1. UDO IFAC P and Z Removal Redlines
2. UDO IFAC P and Z Removal Ordinance
3. IFAC Creation Ordinance Amendment CH 107

Sec. 2.2. Planning and Zoning Commission.

A. Creation.

The City Council shall provide for the appointment of a Planning and Zoning Commission and the regulations and restrictions adopted shall be pursuant to the provisions of applicable statutory requirements of the State of Texas.

B. Membership and Terms.

1. Number, Appointment.

A Planning and Zoning Commission is hereby created to consist of seven (7) members. Members shall be residents of the City of College Station and eligible voters. ~~Additionally, one (1) or more ad hoc members may be appointed as needed or desired to review impact fee land use assumptions and capital improvements plans and to perform such other duties in accordance with Chapter 395 of the Texas Local Government Code, as amended.~~

2. Terms.

The term of office is three (3) years.

3. Term Limits.

Terms of office shall be limited to six (6) consecutive years.

4. Vacancies.

Vacancies shall be filled by the City Council for the unexpired term of any member whose position becomes vacant.

C. Officers, Meetings, Quorum.

1. Officers.

A chairperson shall be appointed annually by the City Council. The Planning and Zoning Commission shall select a vice-chairperson from among its members as needed.

2. Meetings.

Members of the Planning and Zoning Commission shall meet regularly, and the chairperson shall designate the time and place of such meetings. All meetings of the Commission where a quorum is present shall be open to the public.

3. Quorum.

Four (4) members shall constitute a quorum for the transaction of any business. Any recommendation advanced to the City Council without a majority of positive votes from those members present shall be deemed a negative report.

4. Rules of Proceeding.

The Planning and Zoning Commission shall adopt its own rules of procedure.

5. Minutes.

The Planning and Zoning Commission shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the Planning and Development Services Department and shall be a public record.

D. Powers and Duties.

The Planning and Zoning Commission shall have the following powers and duties:

1. Comprehensive Plan.

The Planning and Zoning Commission shall make recommendations for the effective coordination of the various City departments, committees, and boards, in implementing the Comprehensive Plan.

2. Recommendations.

The Planning and Zoning Commission shall review and make recommendations to the City Council subject to the terms and conditions set forth for such uses in this UDO for the following:

- a. Conditional use permits;
- b. Official Zoning Map amendments (rezonings);
- c. Concept plans for P-MUD Planned Mixed-Use Districts and PDD Planned Development Districts;
- d. Unified Development Ordinance text amendments;
- e. Comprehensive Plan amendments;
- f. ~~Impact fee land use decisions and Capital Improvement Plan (CIP) priorities;~~
- g. Annexations; and
- h. Petitions to form a municipal utility district.

3. Final Action.

The Planning and Zoning Commission shall hear and take final action on the following:

- a. Applicable appeals of decisions of the Design Review Board;
- b. Preliminary plans and plats not approved by staff as set forth in the Plats Section in Article 3, Development Review Procedures of this UDO;
- c. Waivers of the standards in Article 8, Subdivision Design and Improvements of this UDO;
- d. Appeal of the Administrator's determination of a development exaction;
- e. Appeal of the Administrator's denial of a plat;
- f. Appeal of the Administrator's determination regarding the applicability of plat requirements;
- g. Appeal of the Administrator's denial of an alternative parking plan; and
- h. Appeal of the Administrator's interpretation of the provisions of Article 8, Subdivision Design and Improvements of this UDO.

E. Staff.

- 1. The Administrator shall provide staff to the Planning and Zoning Commission as needed.
- 2. Where ministerial acts have not been completed, the staff shall ensure that the changes to plats are completed as approved by the Planning and Zoning Commission.

(Ord. No. 2023-4453, Pt. 1(Exh. A), 8-10-2023)

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, “UNIFIED DEVELOPMENT ORDINANCE,” ARTICLE 2, “DEVELOPMENT REVIEW BODIES,” SECTION 2.2, “PLANNING AND ZONING COMMISSION,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO IMPACT FEE LAND USE ASSUMPTIONS AND CAPITAL IMPROVEMENT PLANS; 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 2, “Development Review Bodies,” Section 2.2, “Planning and Zoning Commission,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** 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 _____, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit A

That Appendix A, “Unified Development Ordinance,” Article 2, “Development Review Bodies,” Section 2.2. “Planning and Zoning Commission”, Subsection B.1, “Number, Appointment”, and Subsection D.2, “Recommendations”, of the Code of Ordinances of the City of College Station, Texas, are hereby amended to read as follows:

B. Membership and Terms**1. Number, Appointment.**

A Planning and Zoning Commission is hereby created to consist of seven (7) members. Members shall be residents of the City of College Station and eligible voters.

D. Powers and Duties.**2. Recommendations.**

The Planning and Zoning Commission shall review and make recommendations to the City Council subject to the terms and conditions set forth for such uses in this UDO for the following:

- a.** Conditional use permits;
- b.** Zoning Map amendments (rezonings);
- c.** Concept plans for P-MUD Planned Mixed-Use Districts and PDD Planned Development Districts;
- d.** Unified Development Ordinance text amendments;
- e.** Comprehensive Plan amendments;
- f.** Annexations; and
- g.** Petitions to form a municipal utility district.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 107, "IMPACT FEES," ARTICLE I, "RESERVED," SECTION 107-1, OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY ADDING CERTAIN SECTIONS RELATING TO AN IMPACT FEE ADVISORY COMMITTEE; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 107, "Impact Fees," Article I, "Reserved," Section 107-1 of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00) or more than two thousand dollars (\$2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** 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 107, “Impact Fees” Article I, “Impact Fee Advisory Committee,” Section 107-1 of the Code of Ordinances of the City of College Station, Texas, shall hereby read as follows:

Sec. 107-1. – Impact Fee Advisory Committee

- A. Creation.** An Impact Fee Advisory Committee is created for the purpose of reviewing impact fee land use assumptions and capital improvements plans and to perform such other duties in accordance with Chapter 395 of the Texas Local Government Code, as amended. The Impact Fee Advisory Committee shall also act as the Capital Improvement Advisory Committee. The City Council shall adopt this ordinance as the rules of procedure.
- B. Membership and Terms.** The City Council shall appoint eight (8) voting members. Members must be residents of the City of College Station and eligible voters.
 - 1. Membership Representation.** The City Council may appoint members from the following areas:
 - a.** Four (4) members from the real estate, development, or building industries who are not employees or officials of the City or a governmental agency;
 - b.** Two (2) members of the Planning and Zoning Commission, one of them being the Chair or their designee; and
 - c.** Two (2) ad hoc members.
 - 2. Terms, term limits, vacancies, and officers.** The committee members term is three (3) years. Terms are limited to six (6) consecutive years. Vacancies are filled by the City Council for the unexpired term of any member whose position becomes vacant. Members appointed to fill vacancies on the committee are for the remainder of the unexpired term of the predecessor.
- C. Officers, Meetings, Quorum.**
 - 1. Officers.** A chairperson is appointed annually by the City Council. The Impact Fee Advisory Committee shall select a vice-chairperson from among its members as needed.
 - 2. Meetings.** Members of the Impact Fee Advisory Committee shall meet as necessary to fulfill its designated responsibilities. The Committee may regularly meet. The chairperson shall designate the time and place of such meetings by direction of City Council or City Manager.

3. **Quorum.** Five (5) members shall constitute a quorum for the transaction of any business. Any recommendation advanced to the City Council without a majority of positive votes from those members present is a negative report.
 4. **Minutes.** The Impact Fee Advisory Committee shall keep minutes of its proceedings, showing the vote of each member upon each question, or, if absent or failing to vote, indicating that fact and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the Planning and Development Services Department and shall be a public record.
- D. Powers and Duties.** The Impact Fee Advisory Committee shall have the following powers and duties:
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 semiannual reports with respect to the progress of the capital improvements plan and report to the political subdivision any perceived inequities in implementing the plan or imposing the impact fee; and
 5. Advise the City of the need to update or revise the land use assumptions, capital improvements plan, and impact fee.

September 25, 2025
Item No. 10.1.
Items of Community Interest and Council Calendar

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of September 27th thru October 9th:

September 27 - VCS Tailgate Invite (TAMU vs Auburn)
September 30 - Public Meeting: Feedback on Potential Overnight Parking Restrictions
October 1 - B/CS MPO Policy Board Meeting
October 1 - Central Park Ops - Ribbon Cutting
October 1 - Legislative Affairs Committee Meeting
October 1 - Tourism Committee - Strategic Planning
October 1 - Food Truck Wednesday's
October 2 - CSPD Promotion Ceremony
October 2 - Planning & Zoning Commission Meeting
October 6 - Historic Preservation Committee Meeting
October 7 - National Night Out
October 7 - Zoning Board of Adjustments
October 8 - Food Truck Wednesday's
October 9 - Rock Prairie Management District No. 2
October 9 - Ribbon Cutting - Arts Center of Brazos Valley
October 9 - City Council Meeting

Budget & Financial Summary: None.

Attachments:

None

September 25, 2025
Item No. 11.1.
Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:

None