



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#

October 23, 2025

3:00 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 land for the Victoria Drive Roundabout project and the Greens Prairie Road Widening project.
- d. Legal advice regarding baseball fields at Veterans Park and in the Midtown area.

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

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

- a. Approximately 8 acres of land located at 1508 Harvey Road.
- b. Approximately 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.
- c. Property generally located in the 3100 block of 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. City Judge
- b. City Secretary
- c. Internal Auditor
- d. City Attorney
- e. City Manager
- f. Council Self-Evaluation

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

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

- a. Funding agreement with Greater Brazos Partnership for services related to Plug and Play.
- b. Economic development agreement with Corinth Group, Inc.
- c. Economic development agreement with Southern Roots.
- d. Economic development agreement with College Station Town Center, LP.
- e. Economic development agreement for a development generally located at the intersection of University Drive and College Avenue.
- f. Economic development agreement for a development generally located in 3100 block of Harvey Road.

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

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

5. Presentation - Proclamations, Awards, and Recognitions.**5.1. Presentation proclaiming the week of November 3-7, 2025 as "Municipal Court Week."**

Sponsors: Tanya Smith

Attachments: 1. 25 Muni Ct Week

- 5.2. Presentation of a proclamation recognizing November 7, 2025 as "Texas Arbor Day."

Sponsors: Kelsey Heiden

Attachments: 1. 25 Texas Arbor 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:

- October 9, 2025 Council Meeting

Sponsors: Tanya Smith

Attachments: 1. CCM100925 DRAFT Minutes

- 7.2. Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at any time" of the Code of Ordinances of the City of College Station, Texas to remove stopping, standing, and parking between certain hours on Timber Drive, Timber Creek Lane, Buffalo Creek Loop, Cottonwood Creek Lane.

Sponsors: Emily Fisher

Attachments: 1. Ordinance - Timber Drive
2. NPSS - Timber Creek Neighborhood

- 7.3. Presentation, discussion, and possible action regarding the approval of a resolution accepting the Federal FY-2024 Staffing for Adequate Fire and Emergency (SAFER) Grant in the amount of \$2,572,850.99.

Sponsors: Richard Mann

Attachments: 1. EMW-2024-FF-00005 - Award Package
2. Safer Grant 2025 Resolution

- 7.4. Presentation, discussion, and possible action approving a resolution authorizing expenditure to the Aggieland Humane Society, Inc. in the amount of \$349,140.

Sponsors: Mary Ellen Leonard

Attachments: 1. Animal Shelter Resolution FY26

- 7.5. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Amber Alert Network Brazos Valley for FY26 in the amount of \$5,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. Amber Alert FY26 Funding Agreement

- 7.6. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Arts Center of Brazos Valley for FY26 in the amount of \$35,000.

Sponsors: Mary Ellen Leonard

Attachments: 1. Arts Center - FY26 General Fund Funding Agreement
2. ACBV-Approved FY26 Budget- 9.5.25

- 7.7. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Arts Center of Brazos Valley for FY26 in the amount of \$583,406.
Sponsors: Mary Ellen Leonard
Attachments: 1. Arts Center FY26 Funding Agreement - HOT Fund
- 7.8. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Bryan/College Station Chamber of Commerce for FY26 in the amount of \$25,000.
Sponsors: Mary Ellen Leonard
Attachments: 1. Chamber of Commerce FY26 Funding Agreement
- 7.9. Presentation, discussion, and possible action on a funding agreement between the City of College Station and Keep Brazos Beautiful for FY26 in the amount of \$49,230.
Sponsors: Mary Ellen Leonard
Attachments: 1. FY26 Funding Agreement Keep Brazos Beautiful
- 7.10. Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Memorial for All Veterans of the Brazos Valley for FY26 in the amount of \$30,000.
Sponsors: Mary Ellen Leonard
Attachments: 1. Veterans Memorial FY26 Funding Agreement
 2. BVVM 2026 Budget - Approved Budget 3-12-25
 3. 2 BVVM 2026 Approved Budget - Funding Applications
- 7.11. Presentation, discussion, and possible action on a funding agreement between the City of College Station and The Greater Brazos Valley Partnership for FY26 in the amount of \$350,000.
Sponsors: Mary Ellen Leonard
Attachments: 1. Greater Brazos Partnership FY26 Funding Agreement
- 7.12. Presentation, discussion, and possible action regarding the enactment of Texas Senate Bill 1173 and requirements outlined in the Texas Local Government Code Chapter 252 regarding raising the statutory threshold to \$100,000 for competitive bidding and competitive proposal requirements.
Sponsors: Mary Ellen Leonard
Attachments: 1. Threshold Increase - CMO Memo
- 7.13. Presentation, discussion, and possible action on approval of the 2025 Property Tax Roll in the amount of \$79,763,607.20
Sponsors: Mary Ellen Leonard
Attachments: 1. City of College Station Signed Levy Notification
 2. City of College Station LevyTotals

8. Workshop Agenda.

- 8.1. Presentation, discussion, and possible action on the Northgate Small Area Plan Engagement Report Update.
Sponsors: Anthony Armstrong
Attachments: 1. Northgate SAP Action Items
- 8.2. Presentation and discussion regarding overnight parking options in residential areas near the University.
Sponsors: Jennifer Prochazka
Attachments: None

- 8.3. Presentation, discussion, and possible action regarding the Veterans Park baseball field project, potential baseball fields in the Midtown area, and other capital projects.

Sponsors: Bryan Woods

Attachments: None

9. Regular Agenda.

- 9.1. Presentation, discussion, and possible actions on an ordinance authorizing the redemption of a portion of City of College Station General Obligation Improvement & Refunding Bonds, Series 2013 and approving a related escrow agreement.

Sponsors: Michael DeHaven

Attachments: 1. Ordinance Redeeming Outstanding Bonds (COCS) (ver 1)
2. Ordinance Redeeming Outstanding Bonds (COCS) (ver 1) - Signature Pages

- 9.2. Presentation, discussion, and possible action on a resolution of the City Council of the City of College Station, Texas, determining that fee simple interests, public utility interests, public access and landscape easement interests, and right of way interests are needed and needs to be acquired from the landowners, for the Greens Prairie Road Phase 2 Widening project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.

Sponsors: Jennifer Cain

Attachments: 1. Resolution Eminent Domain Greens Prairie PH2 Widen
2. Greens Prairie Project Map

- 9.3. Presentation, discussion, and possible action on a resolution of the City Council of the City of College Station, Texas, determining that fee simple interests and right of way interests are needed and needs to be acquired from the landowners, for the Victoria Avenue Roundabout and Sidewalk project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.

Sponsors: Jennifer Cain

Attachments: 1. Resolution Eminent Domain Victoria Roundabout w Exhibits
2. Victoria Project Map

- 9.4. Presentation, discussion, and possible action on the development of a request for proposals for a live entertainment promoter for the Wolf Pen Creek Amphitheater.

Sponsors: Michael Ostrowski

Attachments: 1. Request for Proposals - Wolf Pen Creek Promoter

- 9.5. Presentation, discussion, and possible action on an amendment to the Construction Manager at Risk (CMAR) Contract with Crain Group, LLC accepting the CMAR's proposed Guaranteed Maximum Price (GMP No. 1) of up to \$4,805,696 for the Phase I Infrastructure of VPAC Baseball Fields plus the City's contingency in the amount of \$200,000 for a total appropriation of \$5,005,696.

Sponsors: Jennifer Cain

Attachments: 1. 25300062_VPAC CMAR Amendment No.1 GMP 1 Option 1 - \$3.6M
2. 25300062_VPAC CMAR Amendment No.1 GMP 1 Option 2 - \$4.8M

- 9.6. Presentation, discussion, and possible action regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc. Board of Directors.

Sponsors: Tanya Smith

Attachments: 1. Ltr Cities BVSWMA BoD 2025

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



City Secretary

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

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

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

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

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

October 23, 2025

Item No. 5.1.

Municipal Court Week Proclamation

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: N/A

Agenda Caption: Presentation proclaiming the week of November 3-7, 2025 as "Municipal Court Week."

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Receive the Proclamation.

Summary: Join municipal courts, city councils, and communities throughout Texas in showing appreciation for the dedicated municipal judges, court clerks, court administrators, prosecutors, bailiffs, and warrant officers who comprise the Texas municipal courts from November 3-7, 2025. Municipal Court Week is a great time to not only recognize how much municipal courts do, but to share with the public the important role that local courts and their personnel play in the criminal justice system and the larger community.

TMCEC encourages all cities to adopt the attached proclamation in recognition of Municipal Court Week. All cities that adopt the proclamation and notify TMCEC of its adoption will be recognized by TMCEC in a future edition of The Recorder.

Budget & Financial Summary: None.

Attachments:

1. 25 Muni Ct Week



Proclamation

WHEREAS, the Municipal Court of College Station, a time honored and vital part of local government, has existed since January 8, 1952; and

WHEREAS, more people, citizens and non-citizens alike, come in personal contact with municipal courts than all other Texas courts combined; and

WHEREAS, public impression of the entire Texas judicial system is largely dependent upon the public's experience in Municipal Court; and

WHEREAS, Municipal Judges and court support personnel have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all, and conform to the standards set by the Canons of Judicial Conduct; and

WHEREAS, the Municipal Courts play a significant role in preserving the quality of life in Texas communities through the adjudication of traffic offenses, ensuring a high level of traffic safety for our citizens; and

WHEREAS, the Municipal Courts serve as the local justice center for the enforcement of local ordinances and fine-only state offenses that protect the peace and dignity of our community and our state; and

WHEREAS, the Municipal Judges and Clerks continually strive to improve the administration of justice through participation in judicial education programs, seminars, workshops and the annual meetings of their state and local professional organizations; and

WHEREAS, it is most appropriate that we recognize the accomplishments of the 878 Texas Municipal Courts, and salute their critical role in preserving public safety, protecting the quality of life in Texas communities, and deterring future criminal behavior.

NOW, THEREFORE, I, John P. Nichols, by virtue of the authority vested in me as Mayor of the City of College Station, Texas, do hereby proclaim November 3-7, 2025 as

Municipal Court Week

and further extend our appreciation to College Station Municipal Judge Spillane and court support personnel for the vital services they perform and their exemplary dedication to our community and call upon all residents of College Station to join with the City Council in recognizing the vital service they perform and their exemplary dedication to the communities they represent.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 23rd Day of October, 2025

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

October 23, 2025
Item No. 5.2.
Texas Arbor Day Proclamation

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Presentation of a proclamation recognizing November 7, 2025 as "Texas Arbor Day."

Relationship to Strategic Goals:

Core Services and Infrastructure
Sustainable City

Recommendation(s):

Summary: All across Texas, from towering pines to majestic oaks to scrubby mesquites — the many trees of Texas are beautiful and prominent features of our unique and breathtaking landscape. As Texans, we value our trees and the benefits they provide each of us every day. Benefits like clean air, clear water, improving our health and even saving us money on energy bills. We encourage people in our community to plant trees and celebrate them on the first Friday each November on Texas Arbor Day.

With Halloween season and Texas Arbor Day falling back-to-back in 2025, we are thrilled to celebrate the many Treats that Texas Trees provide on Friday, October 24th from 5:30 pm – 8:30pm. Join the City of College Station and Texas A&M Forest Service celebrating Texas Trees at Trunk or Tree-T at Wolf Pen Creek. The free, family-friendly event will host booths with games, children's activities, prizes, treats, and FREE TREES!

Texas first observed Arbor Day in 1889, under the leadership of the Texas Forestry Association. This holiday for trees is an opportunity to teach fundamental lessons about the stewardship of our natural resources and caring for our environment. It is an opportunity to learn what each of us can do to keep our community trees healthy and vibrant. And it is a time we can pause to appreciate trees in our lives. Together, we can create a brighter and more beautiful future for the next generation.

Budget & Financial Summary: N/A

Attachments:

1. 25 Texas Arbor Day



Proclamation

Texas Arbor Day

Whereas: Texas Arbor Day is celebrated on the first Friday of November as a day set aside for the planting of trees; and

Whereas: trees can reduce erosion, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen, and provide habitat for wildlife, and

Whereas: trees in our city increase property values, enhance economic vitality, and beautify our community, and

Whereas: the Texas A&M Forest Service alongside College Station Parks and Recreation Department is celebrating the many Treats that Texas Trees provide on Friday, Oct. 24th at Trunk or Tree-t at Wolf Pen Creek Park, and

Whereas: the A&M Garden Club in partnership with the College Station Parks and Recreation Department is hosting an Arbor Day Ceremony on Friday, November 7th at Richard Carter Park.

Now, Therefore, I, John P. Nichols, by virtue of the authority vested in me as Mayor of the City of College Station, Texas, do hereby proclaim November 7, 2025, as

Texas Arbor Day

In Testimony Whereof, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 23rd day of October 2025.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

October 23, 2025
Item No. 7.1.
October 9th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• October 9, 2025 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:

1. CCM100925 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
OCTOBER 9, 2025

STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

Present:

John Nichols, Mayor

Council:

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

City Staff:

Bryan Woods, City Manager
Jeff Kersten, Assistant City Manager
Adam Falco, City Attorney
Aaron Longoria, Assistant City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 3:00 p.m. on October 9, 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 and §551.074-Personnel, and the College Station City Council convened into Executive Session at 3:01 p.m. on October 9, 2025, to continue discussing matters pertaining to:

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

- Internal Auditor
- City Attorney
- City Manager
- City Secretary
- City Judge
- 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.

Executive Session recessed at 6:14 p.m.

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

Invocation given by Chaplain Mike Armstrong, College Station Fire Department.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming October 9, 2025 as "Bonfire Day" to Aggie Bonfire Volunteers who turned tradition into a lifeline during the Kerrville Floods 2025.

Mayor Nichols presented a proclamation to Aggie Bonfire Volunteers: Dion McInnis, Board of Directors; Ethan Scherff '26; Bryce Ridgeway '27; Korben Poole '27; Aidan Moon '27; Laurel Huff '26; James Wheeler '27; Jesus Villasana '27; Carson Burkhart '26 and other student volunteers declaring October 9, 2025 as "Bonfire Day" in honor of the organizations work during the Kerrville Floods of 2025.

5.2. Presentation of a proclamation recognizing and celebrating College Station Noon Lions Club's 75th Anniversary.

Mayor Nichols presented a proclamation to Ron Gay; James Haverland; Tommie Haverland; Linda Harvell and Pam Smits celebrating the College Station Noon Lions Club's 75th Anniversary.

6. Hear Visitors Comments.

Stacey Nehring, College Station, addressed the Council about traffic issues on Carol Fanter Way near The Langford senior living facility. As the executive director of Langford Senior Living, she has been seeking help with traffic and safety concerns for over a year and is asking the city to take responsibility for the road, enforce speed limits, and implement safety measures, suggesting a three-way stop at the entrance as an immediate solution.

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 (7.5) and (7.6) were pulled by the Council for clarification.

(7.5) Jeff Kersten, Assistant City Manager, explained that the decision to capitalize all capital expenditure is under review. Normally, the tree projects are funded from the operating budget and existing fund balance, rather than being included in capital projects funded by debt issuance. Funds for park-related projects typically come from issued debt used over time. The city has the option to use its fund balance or allocate budget funds for various projects, including this one. Non-recurring expenses, such as tree planting, differ from recurring expenses like salaries. He stated that eleven areas and parks have been identified for the 484 trees in this contract. Trees will be planted at Edelweiss Park (59 trees) and Edelweiss Gardens (73 trees in upper and lower areas), with maps indicating specific locations. Additional tree planting will occur within the city's current park system, excluding the Police Department and Municipal Court. All other trees are designated for city parks.

Mayor Nichols opened for Citizen Comments on Consent Item 7.5.

(7.5) Amy Alge, College Station, presented a five-year urban heat mitigation plan, “Cooling College Station” which was previously presented by staff, targeting sports fields, walking paths, and parks for tree planting. She proposed involving TAMU students to identify sites and reduce costs. She emphasized the importance of preserving existing trees, which require no watering and offer significant cooling, Ms. Alge questioned the \$3.7 million budget for new trees and suggested potential savings.

There being no further comments, Citizen Comments for Consent Item 7.5 was closed.

(7.6) Mary Ellen Leonard, Finance Director, clarified the need to resolution consenting to the Rock Prairie Management District 2's (RPMD2) issuance of tax road bonds. She confirmed that this document does not set the tax rate for Midtown residents, but it is a contractual agreement to reimburse developers for roads once property improvements reach a certain level. The tax rate is set by the Rock Prairie Management District, not the city, and for 2024 and 2025, it remains at 0.65.

Mayor Nichols opened for Citizen Comments on Consent Item 7.6.

(7.6) Debbie Drastata, College Station, presented a history of Council discussions on RPMD2 issuance of tax road bonds since 2021. She noted a 30% tax increase in RPMD2 as of 2024 and the repayment is the responsibility of Midtown and Rock Prairie Management District residents and businesses. She proposed that the district be dissolved and the city absorb the \$13.9 million cost to avoid burdening the 600 homeowners.

There being no further comments, Citizen Comments for Consent Item 7.6 was closed.

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

- **September 25, 2025 Council Meeting**
- **September 29, 2025 Special Meeting**

7.2. Presentation, discussion, and possible action to approve an Interlocal Agreement (ILA) with the City of Bryan, operating through Bryan Texas Utilities (BTU), to share the costs for the City of College Station’s portion of an electric transmission line reconductor from Greens Prairie Substation to an endpoint within the College Station service area in the estimated amount of \$900,542.

7.3. Presentation, discussion, and possible action on contract awards for Electric Underground Distribution Construction, not-to-exceed \$300,000 to Sterling Global Industries, LLC and not-to-exceed \$200,000 to H&B Construction, LTD, for a combined total not-to-exceed amount of \$500,000.

7.4. Presentation, discussion, and possible action regarding Ordinance No. 2025-4634 amending Section 2-95 of the Code of Ordinances regarding the Audit Committee.

7.5. Presentation, discussion, and possible action on a construction contract with Green Teams, Inc., in the amount of \$192,259.32 for tree planting and irrigation installation services, plus the City’s contingency in the amount of \$19,225.93, for a total appropriation of \$211,515.25; and presentation, discussion, and possible action authorizing the purchase of 484 trees for

\$101,320.00 from SiteOne Landscape Supply for the Cooling College Station Urban Heat Mitigation Initiative per Bid No. 25-082.

7.6. Presentation, discussion, and possible action regarding adoption of Resolution No. 10-09-25-76 granting consent to Rock Prairie Management District No. 2 for the sale and issuance of unlimited tax road bonds, series 2025, in an amount not to exceed \$2,750,000.

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

8. WORKSHOP ITEMS

8.1. Presentation and discussion of a proposal from Southern Roots regarding the potential development of a baseball complex on land within the Midtown Business Park.

Michael Ostrowski, Director of Economic Development, announced Southern Roots' proposal for an 80-acre, 9-field all-turf baseball complex in Midtown Business Park. Aiming to attract national sports tourism and meet local youth baseball needs, the project was relocated from outside City limits near Millican Reserve to Midtown due to better infrastructure, visibility, alignment with development goals, and reduced risk. He stated that currently the city has plans for three additional baseball fields at Veterans Park, including a championship field for the Brazos Valley Bombers, and the City Council may want to consider how the project might affect these plans. Mr. Ostrowski explained that if the Southern Roots project moves forward the expansion plan for Veterans Park, estimated at \$30-\$35 million, may be a consideration along with the opportunity cost of removing Midtown site from future employment-based development

Proposed Complex Considerations as Proposed:

- City would provide 80-100 acres of land and capital participation of \$15-\$20 million
- Possible change in future use of Midtown Business Park
- Potential Veterans Park and Athletic Complex ballfields project economic impact

Thomas Rogers, Southern Roots, stated that they are seeking a public-private partnership with the city to bring to life an 80-acre, 9-field, all-turf tournament baseball complex which would anchor Midtown as family-oriented destination, deliver long-envisioned amenities to the area, and position College Station as a national sports tourism hub. They believe that with public opposition to industrial uses in Midtown, this project could be a better fit and attract visitors and support local businesses but would consume land zoned for future business. A draft site plan preserves frontage along Midtown Drive for future development, includes a future academic baseball academy, and additional educational and economic opportunities. In addition, they would provide weekday field access at no cost for local youth leagues and city programs which would be measurable, scheduled, and reported annually. The city would be minority participant with a total project build-out cost of \$55-60 million.

Southern Roots Requests of the City of College Station

- Land: Donate 80 acres in the Midtown district (behind Costco) with an option to purchase 20 acres for future expansion.
- Capital Participation: \$15MM-\$20MM (eligible to phase over 2-3 years). 15M for base model and an additional 5M to incorporate a 3,800-seat stadium with press box and suites.
- Capital Improvements such as roads, sewage, and water infrastructure.
- Rezoning for this use.

Mayor Nichols opened for Citizen Comments.

James Murr, College Station, addressed the Council, emphasizing the community's desire to bring baseball fields back to Midtown. He highlighted strong resident support for Thomas's proposal and criticized Veterans Park's (VPAC) side fields as unsuitable. Mr. Murr recommended a public-private partnership and suggested reallocating funds from ancillary fields at VPAC to expedite the project.

Jeffery Hughes, College Station, voiced support for the baseball complex project, citing its potential economic benefits, local business boost, and attraction of visitors. He recommended incorporating community input to align the project with residents' values, advocating for a collaborative approach.

Rex Sanders, College Station, raised concerns about Baseball Academies emerging due to the legislature's school voucher system. These academies recruit high school athletes with promises of scholarships, causing athletes to leave their local schools and communities to lose talent. Mr. Sanders explained that state athletic associations and local coaches oppose this trend and hope the Council will address these issues by supporting this development.

There being no further comments, Citizen Comments was closed.

The Council directed staff to continue discussions with Southern Roots on this project, keeping the veterans' options open with goal is to finalize aspects like timing, funding, and agreement terms within a given period to make a go or no-go decision on both projects in the near future.

Mayor Nichols recessed the meeting at 9:17 p.m.

The meeting was reconvened at 9:26 p.m.

8.2. Presentation, discussion, and possible action on a Midtown Small Area Plan.

Anthony Armstrong, Director of Planning and Development, stated that this item is an opportunity for the Council to discuss their vision for a Small Area Plan for Midtown. He presented the reviewed options, objectives, scope, and a possible timeline for completion. Mr. Armstrong requested that council define the planning area's boundaries, topics, and data included as well as prioritize this effort alongside existing projects like Northgate and the Harvey Road Corridor Small Area Plans.

Potential Options for City Efforts in Midtown

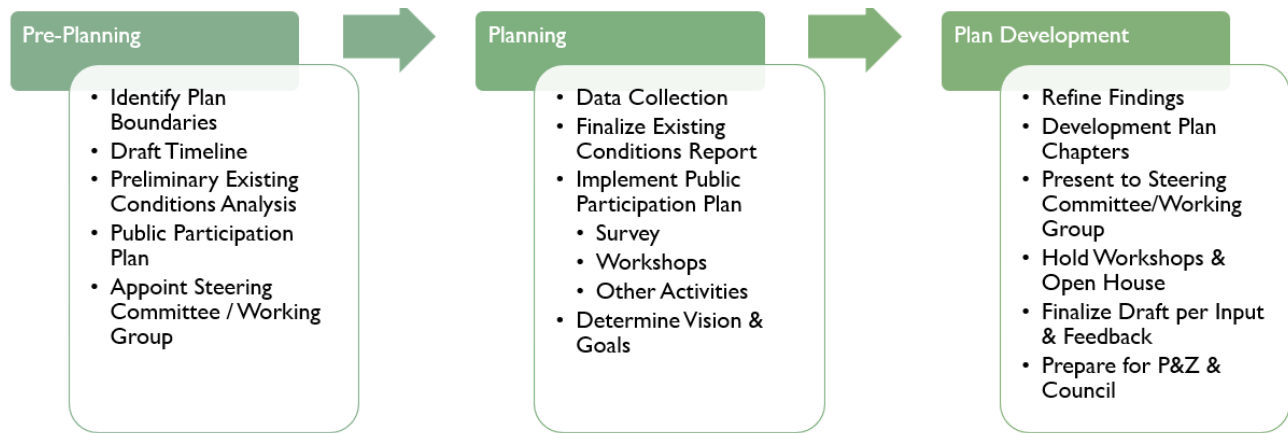
- Full Small Area/Neighborhood Planning effort
 - ✓ Recent ex.: Northeast Gateway Plan
- “Abbreviated SAP”/Engagement Plan
 - ✓ Recent ex.: Greater Northgate Plan
- Land Plan Charrette
 - ✓ Recent ex.: None. Process is a workshop-style public engagement effort to address specific issues or areas.
- Council direction on specific items
 - ✓ Exs.: Build Town Lake Dr. bridge, area signage, rebrand the water tower, etc.

Ongoing Planning Work

- State Planning Conference Mobile Workshops (TxAPA 2025)
- Comprehensive Plan Amendments, 5-Year Update
- Harvey Road Redevelopment Area Small Area Plan (SLA for FY26)
- Greater Northgate Small Area Plan (Workshop on Engagement Report Update on 10/23/2025)

- Active Transportation Master Plan Update
- Support for Various Master Plan Updates (Parks & Recreation, Water/Wastewater)
- Other Plan Implementation Activities (Comprehensive Plan, Northeast Gateway, Wellborn, Housing Action Plan)

What We'd Do / What It Could Look Like



Example Small Area Plan Process:



Timeline, Milestones, & Deliverables

Quarter	Milestones
Q2 2026 (Jan-Mar 2026)	Pre-Planning, Branding, Working Group Formed, Consultant Selection (if used)
Q3 2026 (Apr-Jun 2026)	Project Launch, Existing Conditions, Visioning, Initial Engagement
Q4 2026 (Jul-Sept 2026)	Scenario Planning, Plan Development, Design Workshops, Drafting
Q1 2027 (Oct-Dec 2026)	Public Review, Plan Revisions
Q2 2027 (Jan-Mar 2027)	Adoption Process, Implementation Launch, Alignment with City Initiatives

→ Deliverables

- Existing Conditions Report
- Community Engagement Summary
- Selected Scenario Vision and Strategy Map
- Full Small Area Plan Plan (print and web)
- Implementation Matrix (timeline, partners, funding)
- Plan Integration Strategy (AchieveIt + annual CIP)

Mayor Nichols opened for Citizen Comments.

James Murr, College Station, stated that he is advocating for the Midtown plan's implementation, emphasizing what he feels is the promise of city investment since 2012. He went on to state that residents are dissatisfied with their higher tax rates due to a lack of commercial developments in the area, which they believe requires significant city leadership and investment to change.

Shelby Behm, Midtown, came before council promoting a comprehensive approach to Midtown. She highlighted learning from past experiences, setting clear goals, and securing community buy-ins before proposing large plans. She endorses involving all stakeholders and ensuring documented commitments with measurable actions and timelines.

Jeffery Hughes, College Station, expressed his strong support for a community area planning workshop. He emphasized the importance of this initiative for maintaining neighborhood integrity and attracting beneficial investments. Mr. Hughes underlined the potential of converting unused land into spaces suitable for recreation, business, and family activities.

Amy Alge, College Station, came before council urging the city to invest in the long-awaited Midtown plan after years of delays. She expressed dissatisfaction with the higher tax rates in Midtown Reserve, attributing this to the absence of development caused by a lack of leadership by the city.

There being no further comments, Citizen Comments was closed.

A consensus of Council decided staff to use a charrette-style approach for the land plan, with the assumption that the city will proceed with baseball fields as proposed in 8.1 by Southern Roots. Staff was requested start the process after 30 days, engaging stakeholders in two to four open house community meetings to gather input on land use planning, capital expenditure preferences, and seeking general feedback from the public. Additionally, identify other desired capital expenditures, ensure trail connectivity between all parks, and return with the logistics of a Lakeway bridge project.

8.3. Presentation, discussion, and possible action regarding policies and procedures related to real estate transactions, economic development incentives, development agreements, and non-disclosure agreements.

Michael Ostrowski, Director of Planning and Development, provided an overview of the City's procedures concerning real estate transactions, economic development incentives, development agreements, and non-disclosure agreements (NDAs). Mr. Ostrowski explained that this item aims to elucidate the standard processes currently in place for each of these areas and to foster a broader discussion on potential refinements to enhance awareness and public engagement.

General Process

- Item or request is submitted to the Council for direction.
- Based on that direction staff engages in negotiations.
- Council receives updates on the progress of negotiation and provides additional direction.
- If a preliminary agreement is established, the item is added to the Council agenda for presentation, discussion, and possible action.

Potential Options

- Require a non-decision workshop session prior to finalizing any property transaction or economic development incentive, providing an opportunity for public discussion and feedback.
- Arrange public engagement gatherings (Meet the Project) for significant development or redevelopment initiatives to encourage community participation.
- Create a standardized template for non-disclosure agreements and/or require Council consent for non-disclosure agreements related to development projects.
- Require Council consent for both the language and scoring criteria utilized in bid/proposal requests.

- Council to take formal action in an open session after any executive session where direction is given on a specific item.
- Update or modify guidelines for economic development incentives to ensure they align with current objectives.

Mayor Nichols opened for Citizen Comments.

Jeffery Hughes, College Station, addressed the Council about concerns regarding non-disclosure agreements (NDAs) in city government. He argued that NDAs undermine public trust and accountability by limiting transparency, especially in significant decisions like economic development deals.

Mr. Hughes highlighted that secrecy could reduce community input, obscure conflicts of interest, and diminish confidence in leadership. He recommends public disclosure of all agreements involving public funds, an open forum for residents before any action, and urged the Council to adopt transparent practices.

Lloyd Davis, College Station, addressed the Council about NDAs, specifically. He made two suggestions on NDAs: real estate transactions should require signatures from a majority of Council members, not just staff and must expire at least three weeks before the topic is discussed publicly so the public can review and provide input.

There being no further comments, Citizen Comments was closed.

The majority of the Council has directed staff to bring back a policy incorporating a mix of the options presented with the goal of formalizing a process for the disclosure of NDA's and requiring period of public input before Council action.

9. REGULAR ITEMS

9.1. Public Hearing, presentation, discussion, and possible action approving Ordinance No. 2025-4635 vacating and abandoning a 0.031 acre portion of a generally 20-foot-wide Public Utility Easement, said easement lying over, across, and upon Lot 1, Block 1 of the Athletic Complex Subdivision, generally located at 1812 Welsh Ave, according to the plat recorded in Volume 1140, Page 497 of the Official Public Records of Brazos County, Texas.

Gillian Sitler, Planning and Development, explained that the request for public utility easement abandonment is being made by the applicant to facilitate the construction of an entrance to the football field at the current easement location. Initially, the easement was created to accommodate a water line, which is now being relocated to the north. A new easement will be dedicated to encompass the relocated water line. The public utility is situated approximately one thousand three hundred and eighty (1380) feet northwest of the intersection of Harvey Mitchell Parkway and Welsh Avenue.

At approximately 12:26 a.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 12:26 a.m.

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. 2025-4635, vacating and abandoning a 0.031 acre portion of a generally 20-foot-wide Public Utility Easement, said easement lying over, across, and upon Lot 1, Block 1 of the Athletic Complex Subdivision,

generally located at 1812 Welsh Ave, according to the plat recorded in Volume 1140, Page 497 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

9.2. Public Hearing, presentation, discussion, and possible action on Resolution No. 10-09-25-9.2 authorizing the change in use of certain parkland property for sanitary sewer lines within certain College Station parkland sections known as the Memorial Cemetery of College Station, generally located southwest of Harvey Mitchell Parkway and northwest of Raymond Stozer Parkway to serve property located within the College Station city limits, but also within the Certificate of Convenience and Necessity service area for City of Bryan sanitary sewer system; plus the Council's determination that the use of parkland property is allowable and that no other feasible or prudent alternative exists for the sanitary sewer lines for the project, and that all reasonable planning measures have been taken to minimize the harm to such parkland.

Gillian Sitler, Planning and Development, explained that the owner of a property at 3735 F&B Road in College Station wants to develop a commercial site near Harvey Mitchell Parkway South and F&B Road. To do this, the land needs to be platted and meet all City of College Station requirements, including having proper sanitary sewer access. Even though it's within College Station's city limits, it falls under the City of Bryan's service area for sanitary sewer due to an agreement between the two cities. The proposed project involves extending sewer lines along the edge of Memorial Cemetery of College Station parkland. This is part of a long-term goal to redirect sewer flow into a new City of Bryan sewer line. The proposed extension is about 671 feet, and necessary easements have already been granted. Approval of this change is not expected to negatively impact on the park.

Mrs. Sitler explained that under Texas Parks and Wildlife Code Chapter 26: Change of Use cannot be Approved Unless Determined that:

1. There is no feasible and prudent alternative to the use or taking of such land; and
2. The program or project includes all reasonable planning to minimize harm to the land, as a park, recreation area, scientific area, wildlife refuge, or historic site, resulting from the use or taking.

This proposal was made public through local newspaper notices and was discussed at the September 9, 2025, Parks and Recreation Advisory Board meeting, where it received unanimous approval.

At approximately 12:31 a.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 12:31 a.m.

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to approved Resolution No. 10-09-25-9.2, vacating and abandoning a 0.031 acre portion of a generally 20-foot-wide Public Utility Easement, said easement lying over, across, and upon Lot 1, Block 1 of the Athletic Complex Subdivision, generally located at 1812 Welsh Ave, according to the plat recorded in Volume 1140, Page 497 of the Official Public Records of Brazos County, Texas. The motion carried unanimously.

9.3. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from R Rural to GS General Suburban, for approximately 237.65 acres, generally located on Greens Prairie Road, east of the intersection of Greens Prairie Road and W.S. Phillips Parkway.

This item was pulled to a future agenda.

9.4. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4636 amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to E Estate on approximately 4 acres generally located at the corner of Yaupon Lane and Bradley Road.

Garrett Segraves, Planning and Development, indicated that this application seeks to rezone 4.073 acres of land located at the intersection of Yaupon Lane and Bradley Road, from R Rural to E Estate. The property is currently undeveloped; however, the current owner intends to subdivide it for familial use. The purpose of the rezoning is to enhance the property's marketability and permit future development.

The Planning and Zoning Commission reviewed this item at the September 18th meeting, where the Commission unanimously voted 6-0 to recommend approval.

At approximately 12:35 a.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 12:35 a.m.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember McIlhaney, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4636, amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to E Estate on approximately 4 acres generally located at the corner of Yaupon Lane and Bradley Road. The motion carried unanimously.

9.5. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2025-4637 amending Appendix A, "Unified Development Ordinance, "Article 4, Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GC General Commercial to MF Multi-Family for approximately 4.71 acres generally located south of the intersection of University Drive East and East Crest Drive.

Jeff Howell, Planning and Development, explained that the request is to rezone 4.71 acres at the intersection of University Drive East and East Crest Drive from General Commercial (GC) to Multi-Family (MF). The vacant property, originally zoned Rural (R) in 1980, was changed to GC in 2008. This rezoning aims to increase housing density and expands on August 14, 2025, approval for similar conditions. The applicant is requesting MF zoning for a proposed multi-family development not allowed under GC zoning.

Staff recommend approving this rezoning request with the following condition: A 10-foot landscape buffer with an 8-foot fence, as specified in Section 7.7.F. of the Unified Development Ordinance, must be provided between General Commercial (GC) and Multi-Family (MF) uses. This buffer should be placed along the western property line of the MF portion of this rezoning adjacent to Lot 1, Block 1, Crescent Pointe Phase 1 and Lot 4, Block 1, Crescent Pointe Phase 1. The Planning and Zoning Commission reviewed this item at the October 2nd meeting, where the item was unanimously recommended for approval.

At approximately 12:40 a.m., Mayor Nichols opened the Public Hearing.

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

MOTION: Upon a motion made by Councilmember Smith and a second by Councilmember Yancy, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2025-4637, amending Appendix A, “Unified Development Ordinance, “Article 4, Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas, by changing the zoning district boundary from GC General Commercial to MF Multi-Family for approximately 4.71 acres generally located south of the intersection of University Drive East and East Crest Drive, with the following condition: A 10-foot landscape buffer with an 8-foot fence, as specified in Section 7.7.F. of the Unified Development Ordinance, must be provided between General Commercial (GC) and Multi-Family (MF) uses. This buffer should be placed along the western property line of the MF portion of this rezoning adjacent to Lot 1, Block 1, Crescent Pointe Phase 1 and Lot 4, Block 1, Crescent Pointe Phase 1. The motion carried unanimously.

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

Nothing to report at this time.

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

Councilmember Shafer report on the Arts Center of the Brazos Valley.

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.

Nothing to report at this time.

13. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 12:51 a.m. on Friday, October 10, 2025.

John P. Nichols, Mayor

ATTEST:

Tanya Smith, City Secretary

October 23, 2025

Item No. 7.2.

No Stopping, Standing, or Parking on Timber Drive, Timber Creek Lane, Buffalo Creek Loop, and Cottonwood Creek Lane (School Hours Only)

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an ordinance amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking at any time" of the Code of Ordinances of the City of College Station, Texas to remove stopping, standing, and parking between certain hours on Timber Drive, Timber Creek Lane, Buffalo Creek Loop, Cottonwood Creek Lane.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Improving Mobility
- Neighborhood Integrity

Recommendation(s): Staff recommends approval of the ordinance amendment.

Summary: The purpose of this ordinance is to restrict parking along Timber Drive, Timber Creek Lane, Buffalo Creek Loop, and Cottonwood Creek Lane during designated school hours to address traffic and safety concerns associated with Greens Prairie Elementary School. In 2017, parking was removed in multiple locations near Wellborn Middle School, Pecan Trail Intermediate School, and Greens Prairie Elementary School to protect residents in nearby neighborhoods as well as pedestrians who walk to/from these schools. Residents along Timber Creek Lane and adjacent streets have raised concerns regarding congestion and safety hazards caused by vehicles using the neighborhood as a pick-up and drop-off area. This behavior has led to blocked driveways, reduced visibility for pedestrians and bicyclists, and conflicts with through traffic during peak dismissal and arrival times. All three streets are located in the Estates at Creek Meadows subdivision.

Traffic Engineering staff evaluated traffic conditions along these streets during school operations and determined that timed "No Parking" restrictions—during the hours of 7:00 AM to 9:00 AM and 2:30 PM to 4:30 PM—are the most effective and fiscally responsible mitigation option. Furthermore, a public meeting was held on October 7, 2025. Nine (9) families attended and all were in favor of the parking removal during certain hours. Based on feedback provided and observation, these restrictions will improve mobility, reduce neighborhood disruption, and enhance safety for children walking and biking to school.

Budget & Financial Summary: The "NO STOPPING, STANDING, OR PARKING" signs are planned operation and maintenance expenses accounted for in the Public Works Traffic Operations budget.

Attachments:

1. Ordinance - Timber Drive
2. NPSS - Timber Creek Neighborhood

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 38 “TRAFFIC AND VEHICLES,” ARTICLE VI “TRAFFIC SCHEDULES,” SECTION 38-1014 “TRAFFIC SCHEDULE XIV, NO PARKING HERE TO CORNER AND NO PARKING AT ANY TIME,” OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, TO REMOVE STOPPING, STANDING, AND PARKING ON TIMBER DRIVE, TIMBER CREEK LANE, BUFFALO CREEK LOOP, AND COTTONWOOD CREEK LANE BY AMENDING CERTAIN SECTIONS AS SET FORTH BELOW, PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

- PART 1:** That Chapter 38 “Traffic and Vehicles,” Article VI “Traffic Schedules,” Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time,” of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit “A”** attached hereto and made a part of this Ordinance for all purposes.
- PART 2:** If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.
- PART 3:** That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance upon a finding of liability thereof shall be deemed liable for a civil offense and punished with a civil penalty of not less than one dollar (\$1.00) and not more than two thousand dollars (\$2,000.00) or upon conviction thereof guilty of a misdemeanor, shall be punished by a fine of not less than twenty five dollars (\$25.00) and not more than five hundred dollars (\$500.00). Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.
- PART 4:** This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this _____ day of _____, 20__.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

Exhibit “A”

That Chapter 38 “Traffic and Vehicles,” Article VI. “Traffic Schedules”, Section 38-1014 “Traffic Schedule XIV, No Parking Here to Corner and No Parking at Any Time,” is hereby amended by **adding the following:**

<i>Traveling on</i>	<i>Between</i>	<i>Travel Direction</i>	
Timber Creek Lane		All directions	No stopping, standing, or parking on school days from 7:00 a.m. until 9:00 a.m. and from 2:30 p.m. until 4:30 p.m.
Timber Drive		All direction	No stopping, standing, or parking on school days from 7:00 a.m. until 9:00 a.m. and from 2:30 p.m. until 4:30 p.m.
Buffalo Creek Loop		All directions	No stopping, standing, or parking on school days from 7:00 a.m. until 9:00 a.m. and from 2:30 p.m. until 4:30 p.m.
Cottonwood Creek Lane	Timber Creek Lane and Wild Creek Court	All directions	No stopping, standing, or parking on school days from 7:00 a.m. until 9:00 a.m. and from 2:30 p.m. until 4:30 p.m.

Proposed No Parking, Standing, or Stopping*

**On school days, from 7:00 a.m. to 9:00 a.m. and 2:30 p.m. to 4:30 p.m.*



- No Parking/Standing/Stopping* areas include:
- Timber Drive,
 - Timber Creek Lane,
 - Buffalo Creek Loop,
 - Cottonwood Creek Lane (S of Wild Creek Court)

October 23, 2025
Item No. 7.3.
Acceptance of Grant Award

Sponsor: Richard Mann, Chief of Fire and Emergency Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the approval of a resolution accepting the Federal FY-2024 Staffing for Adequate Fire and Emergency (SAFER) Grant in the amount of \$2,572,850.99.

Relationship to Strategic Goals:

1. Good Governance
2. Core Services

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

Summary: The Department of Homeland Security has provided notification of a grant award. The application submitted for the Federal Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding opportunity has been approved for \$2,572,850.99 in Federal funding. This grant will fund salaries and fringe benefits for twelve (12) additional firefighters at 75% for years 1 and 2, and at 35% for year 3. The three-year period begins with the hiring of new FTE's, but no later than 180 days following grant award (March 23, 2026). The non-federal cost share is \$1,599,339.85 over the three-year performance period. This grant was submitted as the second phase of a two-year hiring plan for the staffing of Station 7. Upon completion of this hiring process, the department will be fully staffed and prepared for the opening of Station 7.

Budget & Financial Summary: The non-federal cost share is \$1,599,339.85 over the three-year performance period. The city budget will be impacted by absorbing the salaries and benefits for the twelve (12) FTE's in full in the third quarter of the FY29 budget.

Attachments:

1. EMW-2024-FF-00005 - Award Package
2. Safer Grant 2025 Resolution

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 09/24/2025



Christopher Kelly
CITY OF COLLEGE STATION
P.O. BOX 9960
COLLEGE STATION, TX 77842

EMW-2024-FF-00005

Dear Christopher Kelly,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (FF) Grant funding opportunity has been approved in the amount of \$2,572,850.99 in Federal funding.

As a condition of this award, you are required to contribute non-Federal funds equal to or greater than the non-Federal share percentage in the following table:

Year	Non-Federal Share: Percentage of <u>Actual</u> Costs	Federal Share: Percentage of <u>Actual</u> Costs
First Year	25%	75%
Second Year	25%	75%
Third Year	65%	35%

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2024 FF Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,



Stacey Street
Deputy Assistant Administrator
Grants Program Directorate

Summary Award Memo

Program: Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response

Recipient: CITY OF COLLEGE STATION

UEI-EFT: FYUCEXMLCQH7

Award number: EMW-2024-FF-00005

Summary description of award

The purpose of the SAFER Grant Program is to provide funding directly to fire departments and volunteer firefighter interest organizations to assist in increasing the number of firefighters to help communities meet industry minimum standards and attain 24-hour staffing to provide adequate protection from fire and fire-related hazards, and to fulfill traditional missions of fire departments. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application — including budget information — was consistent with the SAFER Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2024 Staffing for Adequate Fire and Emergency Response (SAFER) Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Position Cost Limit

The usual cost of a first-year firefighter in your department at the time your application was submitted was \$1,390,730.28. The maximum amount of Federal funding provided to the recipient is limited to the following:

Year	Federal Funding Cap Percent	Federal Funding Cap Amount per Firefighter
First Year	75%	\$1,043,047.71
Second Year	75%	\$1,043,047.71
Third Year	35%	\$486,755.59

Amount awarded

The amount of the award is detailed in the attached Obligating Document for Award. The cost share amounts described in this award letter are based on the approved total project cost; however, the Federal funding available is limited based on the applicable position cost limit and the applicable cost share as applied to actual costs.

The following are the total approved budgeted estimates for object classes for all funded firefighter positions for this award (including Federal share plus your cost share, if applicable, as applied to the estimated costs):

Object Class	First Year	Second Year	Third Year	Total
Personnel	\$779,796.00	\$779,796.00	\$779,796.00	\$2,339,388.00
Fringe benefits	\$610,934.28	\$610,934.28	\$610,934.28	\$1,832,802.84
Travel	\$0.00	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00	\$0.00
Indirect charges	\$0.00	\$0.00	\$0.00	\$0.00
Federal	\$1,043,047.70	\$1,043,047.70	\$486,755.59	\$2,572,850.99
Non-federal	\$347,682.58	\$347,682.58	\$903,974.69	\$1,599,339.85
Total	\$1,390,730.28	\$1,390,730.28	\$1,390,730.28	\$4,172,190.84

Program Income	\$0.00
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Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2024 FF NOFO.

Approved request details:

Hiring of Firefighters

New, Additional Firefighter(s)

BENEFITS FUNDED

The total annual cost for a single firefighter is \$115,894.19, which includes a base salary of \$64,983 and a benefits package totaling \$50,911.19. The salary represents the firefighter's direct compensation before additional contributions. The benefits package includes \$15,282.00 for medical insurance, \$7,000 in certification pay, \$10,370.00 in retirement contributions, and \$1,586.00 for additional retirement obligations. The city also contributes \$4,852.00 toward Social Security and \$183.00 for life insurance. Additional mandatory costs include \$60.00 for unemployment insurance and \$892.00 for workers' compensation coverage. Uniforms cost the department \$1,800.00 annually per firefighter. Paid leave is also factored in as a financial obligation, with \$3,136.30 each for sick and \$3,136.30 holiday leave, and \$2,613.59 for vacation leave.

NUMBER OF FIREFIGHTERS	ANNUAL SALARY PRICE	ANNUAL BENEFITS	TOTAL PER FIREFIGHTER
12	\$64,983.00	\$50,911.19	\$115,894.19
3 YEAR TOTAL			
\$4,172,190.84			

Agreement Articles

Program: Fiscal Year 2024 Staffing for Adequate Fire and Emergency Response

Recipient: CITY OF COLLEGE STATION

UEI-EFT: FYUCEXMLCQH7

Award number: EMW-2024-FF-00005

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Article 1	Assurance, Administrative Requirements, Cost Principles, Representations, and Certifications I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances, as instructed.
Article 2	General Acknowledgements and Assurances Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located in Title 2, Code of Federal Regulations, Part 200 and adopted by DHS at 2 C.F.R. § 3002.10. All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal award and permit access to facilities and personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or DHS Component program guidance. Organization costs related to data and evaluation are allowable. The definition of data and evaluation costs is in 2 C.F.R. § 200.455(c), the full text of which is incorporated by reference. V. Recipients must complete DHS Form 3095 within 60 days of receipt of the Notice of Award for the first award under which this term applies. For further instructions and to access the form, please visit: https://www.dhs.gov/civil-rightsresources-recipients-dhs-financial-assistance.
Article 3	Acknowledgement of Federal Funding from DHS Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.
Article 4	Activities Conducted Abroad Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.
Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at Title 42, U.S. Code § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

Article 6**Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

Article 7**Best Practices for Collection and Use of Personally Identifiable Information**

(1) Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. (2) Definition. DHS defines “PII” as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

Article 8**CHIPS and Science Act of 2022, Public Law 117-167 CHIPS**

(1) Recipients of DHS research and development (R&D) awards must report to the DHS Component research program office any finding or determination of sex based and sexual harassment and/or an administrative or disciplinary action taken against principal investigators or co-investigators to be completed by an authorized organizational representative (AOR) at the recipient institution. (2) Notification. An AOR must disclose the following information to agencies within 10 days of the date/the finding is made, or 10 days from when a recipient imposes an administrative action on the reported individual, whichever is sooner. Reports should include: (a) Award number, (b) Name of PI or Co-PI being reported, (c) Awardee name, (d) Awardee address, (e) AOR name, title, phone, and email address, (f) Indication of the report type: (i) Finding or determination has been made that the reported individual violated awardee policies or codes of conduct, statutes, or regulations related to sexual harassment, sexual assault, or other forms of harassment, including the date that the finding was made. (ii) Imposition of an administrative or disciplinary action by the recipient on the reporting individual related to a finding/determination or an investigation of an alleged violation of recipient policy or codes of conduct, statutes, or regulations, or other forms of harassment. (iii) The date and nature of the administrative/disciplinary action, including a basic explanation or description of the event, which should not disclose personally identifiable information regarding any complaints or individuals involved. Any description provided must be consistent with the Family Educational Rights in Privacy Act. (3) Definitions. (a) An “authorized organizational representative (AOR)” is an administrative official who, on behalf of the proposing institution, is empowered to make certifications and representations and can commit the institution to the conduct of a project that an agency is being asked to support as well as adhere to various agency policies and award requirements. (b) “Principal investigators and co-principal investigators” are award personnel supported by a grant, cooperative agreement, or contract under Federal law. (c) A “reported individual” refers to recipient personnel who have been reported to a federal agency for potential sexual harassment violations. (d) “Sex based harassment” means a form of sex discrimination and includes harassment based on sex, sex stereotypes, sex characteristics, pregnancy or related conditions, sexual orientation, and gender identity. (e) “Sexual harassment” means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when this conduct explicitly or implicitly affects an individual’s employment, unreasonably interferes with an individual’s work performance, or creates an intimidating, hostile, or offensive work environment, whether such activity is carried out by a supervisor or by a co-worker, volunteer, or contractor.

Article 9**Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 7.

Article 10**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90284 (codified as amended at 42 U.S.C. § 3601 et seq.) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 11**Communication and Cooperation with the Department of Homeland Security and Immigration Officials**

(1) All recipients and other recipients of funds under this award must agree that they will comply with the following requirements related to coordination and cooperation with the Department of Homeland Security and immigration officials: (a) They must comply with the requirements of 8 U.S.C. §§ 1373 and 1644. These statutes prohibit restrictions on information sharing by state and local government entities with DHS regarding the citizenship or immigration status, lawful or unlawful, of any individual. Additionally, 8 U.S.C. § 1373 prohibits any person or agency from prohibiting, or in any way restricting, a Federal, State, or local government entity from doing any of the following with respect to information regarding the immigration status of any individual: 1) sending such information to, or requesting or receiving such information from, Federal immigration officials; 2) maintaining such information; or 3) exchanging such information with any other Federal, State, or local government entity; (b) They must comply with other relevant laws related to immigration, including prohibitions on encouraging or inducing an alien to come to, enter, or reside in the United States in violation of law, 8 U.S.C. § 1324(a)(1)(A)(iv), prohibitions on transporting or moving illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(ii), prohibitions on harboring, concealing, or shielding from detection illegal aliens, 8 U.S.C. § 1324(a)(1)(A)(iii), and any applicable conspiracy, aiding or abetting, or attempt liability regarding these statutes; (c) That they will honor requests for cooperation, such as participation in joint operations, sharing of information, or requests for short term detention of an alien pursuant to a valid detainer. A jurisdiction does not fail to comply with this requirement merely because it lacks the necessary resources to assist in a particular instance; (d) That they will provide access to detainees, such as when an immigration officer seeks to interview a person who might be a removable alien; and (e) That they will not leak or otherwise publicize the existence of an immigration enforcement operation. (2) The recipient must certify under penalty of perjury pursuant to 28 U.S.C. § 1746 and using a form that is acceptable to DHS, that it will comply with the requirements of this term. Additionally, the recipient agrees that it will require any subrecipients or contractors to certify in the same manner that they will comply with this term prior to providing them with any funding under this award. (3) The recipient agrees that compliance with this term is material to the Government's decision to make or continue with this award and that the Department of Homeland Security may terminate this grant, or take any other allowable enforcement action, if the recipient fails to comply with this term.

Article 12	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.
Article 13	Debarment and Suspension Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 14	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government- wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 15	Duplicative Costs Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing requirements of any other federal award in either the current or a prior budget period. See 2 C.F.R. § 200.403(f). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal award terms and conditions.
Article 16	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of a federal award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA’s implementing regulations at 44 C.F.R. Part 19.
Article 17	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

Article 18	Equal Treatment of Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 19	Anti-Discrimination Recipients must comply with all applicable Federal anti-discrimination laws material to the government's payment decisions for purposes of 31 U.S.C. § 372(b)(4). (1) Definitions. As used in this clause – (a) DEI means “diversity, equity, and inclusion.” (b) DEIA means “diversity, equity, inclusion, and accessibility.” (c) Discriminatory equity ideology has the meaning set forth in Section 2(b) of Executive Order 14190 of January 29, 2025. (d) Federal anti-discrimination laws mean Federal civil rights law that protect individual Americans from discrimination on the basis of race, color, sex, religion, and national origin. (e) Illegal immigrant means any alien, as defined in 8 U.S.C. § 1101(a)(3), who has no lawful immigration status in the United States.(2) Grant award certification. (a) By accepting the grant award, recipients are certifying that: (i) They do not, and will not during the term of this financial assistance award, operate any programs that advance or promote DEI, DEIA, or discriminatory equity ideology in violation of Federal anti-discrimination laws; and (ii) They do not engage in and will not during the term of this award engage in, a discriminatory prohibited boycott. (iii) They do not, and will not during the term of this award, operate any program that benefits illegal immigrants or incentivizes illegal immigration. (3) DHS reserves the right to suspend payments in whole or in part and/or terminate financial assistance awards if the Secretary of Homeland Security or her designee determines that the recipient has violated any provision of subsection (2). (4) Upon suspension or termination under subsection (3), all funds received by the recipient shall be deemed to be in excess of the amount that the recipient is determined to be entitled to under the Federal award for purposes of 2 C.F.R. § 200.346. As such, all amounts received will constitute a debt to the Federal Government that may be pursued to the maximum extent permitted by law.
Article 20	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
Article 21	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

Article 22	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of Executive Order 13513.
Article 23	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-aircarriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 24	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
Article 25	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.
Article 26	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizationsprovide-meaningful-access-people-limited and additional resources on http://www.lep.gov .

Article 27	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt 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 any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).
Article 28	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq.) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.
Article 29	National Security Presidential Memorandum-33 (NSPM-33) and provisions of the CHIPS and Science Act of 2022, Pub. L. 117-167, Section 10254 (1) Recipient research institutions (“covered institutions”) must comply with the requirements in NSPM-33 and provisions of Pub. L. 117-167, Section 10254 (codified at 42 U.S.C. § 18951) certifying that the institution has established and operates a research security program that includes elements relating to: (a) cybersecurity; (b) foreign travel security; (c) research security training; and (d) export control training, as appropriate. (2) Definition. “Covered institutions” means recipient research institutions receiving federal Research and Development (R&D) science and engineering support “in excess of \$50 million per year.”
Article 30	Non-Supplanting Requirement Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.
Article 31	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the federal award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

Article 32	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.
Article 33	Presidential Executive Orders Recipients must comply with the requirements of Presidential Executive Orders related to grants (also known as federal assistance and financial assistance), the full text of which are incorporated by reference.
Article 34	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
Article 35	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 36	Reporting Recipient Integrity and Performance Matters If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide federal award term and condition for Recipient Integrity and Performance Matters is in 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.
Article 37	Reporting Subawards and Executive Compensation For federal awards that total or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide federal award term and condition on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

Article 38**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

(1) Recipients of a federal award from a financial assistance program that provides funding for infrastructure are hereby notified that none of the funds provided under this federal award may be used for a project for infrastructure unless: (a) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (b) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (c) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. (2) The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. (3) Waivers When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements. (a) When the Federal agency has determined that one of the following exceptions applies, the federal awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (i) applying the domestic content procurement preference would be inconsistent with the public interest; (ii) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (iii) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. (b) A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. (c) There may be instances where a federal award qualifies, in whole or in part, for an existing waiver described at “Buy America” Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. (4) Definitions. The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

Article 39	SAFECOM Recipients receiving federal awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at Funding and Sustainment CISA.
Article 40	Subrecipient Monitoring and Management Pass-through entities must comply with the requirements for subrecipient monitoring and management as set forth in 2 C.F.R. §§ 200.331-333.
Article 41	System for Award Management and Unique Entity Identifier Requirements Recipients are required to comply with the requirements set forth in the governmentwide federal award term and condition regarding the System for Award Management and Unique Entity Identifier Requirements in 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.
Article 42	Termination of a Federal Award (1) By DHS. DHS may terminate a federal award, in whole or in part, for the following reasons: (a) If the recipient fails to comply with the terms and conditions of the federal award; (b) With the consent of the recipient, in which case the parties must agree upon the termination conditions, including the effective date, and in the case of partial termination, the portion to be terminated; or (c) Pursuant to the terms and conditions of the federal award, including, to the extent authorized by law, if the federal award no longer effectuates the program goals or agency priorities. (3) By the Recipient. The recipient may terminate the federal award, in whole or in part, by sending written notification to DHS stating the reasons for such termination, the effective date, and in the case of partial termination, the portion to be terminated. However, if DHS determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, DHS may terminate the federal award in its entirety. (4) Notice. Either party will provide written notice of intent to terminate for any reason to the other party no less than 30 calendar days prior to the effective date of the termination. (5) Compliance with Closeout Requirements for Terminated Awards. The recipient must continue to comply with closeout requirements in 2 C.F.R. §§ 200.344200.345 after an award is terminated.
Article 43	Terrorist Financing Recipients must comply with Executive Order 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the Executive Order and laws.

Article 44	Trafficking Victims Protection Act of 2000(TVPA) Recipients must comply with the requirements of the government-wide federal award term and condition which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The federal award term and condition is in 2 C.F.R. § 175.105, the full text of which is incorporated by reference.
Article 45	Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001, Pub. L. 107-56 Recipients must comply with the requirements of Pub. L. 107-56, Section 817 of the USA PATRIOT Act, which amends 18 U.S.C. §§ 175–175c.
Article 46	Use of DHS Seal, Logo and Flags Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.
Article 47	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections in 10 U.S.C § 470141 U.S.C. § 4712.

Article 48**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that could have an impact on the environment are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state, and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; Endangered Species Act; National Historic Preservation Act of 1966, as amended; Clean Water Act; Clean Air Act; National Flood Insurance Program regulations; and any other applicable laws, regulations and executive orders. General guidance for FEMA's EHP process is available on the DHS/FEMA Website. Specific applicant guidance on how to submit information for EHP review depends on the individual grant program. Applicants should contact their grant Program Officer to be put into contact with EHP staff responsible for assisting their specific grant program. The FEMA EHP review process must be completed before funds are released to carry out the proposed project, otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. DHS/FEMA may also need to perform a project closeout review to ensure the applicant complied with all required EHP conditions identified in the initial review. If ground disturbing activities occur during construction, the applicant will monitor the ground disturbance, and if any potential archaeological resources are discovered, the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA. EO 11988, Floodplain Management, and EO 11990, Protection of Wetlands, require that all federal actions in or affecting the floodplain or wetlands be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal, and safety considerations. FEMA's regulations at 44 C.F.R. Part 9 implement the EOs and require an eight-step review process if a proposed action is in a floodplain or wetland or has the potential to affect or be affected by a floodplain or wetland. The regulation also requires that the federal agency provide public notice of the proposed action at the earliest possible time to provide the opportunity for public involvement in the decision-making process (44 C.F.R. § 9.8). Where there is no opportunity to relocate the federal action, FEMA is required to undertake a detailed review to determine what measures can be taken to minimize future damages to the floodplain or wetland.

Article 49**Applicability of DHS Standard Terms and Conditions to Tribal Nations**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to sub-recipients as a matter of law, regulation, or executive order. If the requirement does not apply to Tribal Nations, or there is a federal law or regulation exempting its application to Tribal Nations, then the acceptance by Tribal Nations, or acquiescence to DHS Standard Terms and Conditions does not change or alter its inapplicability to a Tribal Nation. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribal Nations where it does not already exist.

Article 50	Acceptance of Post Award Changes In the event FEMA determines that an error in the award package has been made, or if an administrative change must be made to the award package, recipients will be notified of the change in writing. Once the notification has been made, any subsequent requests for funds will indicate recipient acceptance of the changes to the award. Please email FEMA Grant Management Operations at: ASK-GMD@fema.dhs.gov for any questions.
Article 51	Disposition of Equipment Acquired Under the Federal Award When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the non-state recipient or subrecipient (including subrecipients of a State or Tribal Nation), must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313(e). State recipients must follow the disposition requirements in accordance with State laws and procedures. 2 C.F.R. section 200.313(b). Tribal Nations must follow the disposition requirements in accordance with Tribal laws and procedures noted in 2 C.F.R. section 200.313(b); and if such laws and procedures do not exist, then Tribal Nations must follow the disposition instructions in 2 C.F.R. section 200.313(e).
Article 52	Prior Approval for Modification of Approved Budget Before making any change to the FEMA approved budget for this award, a written request must be submitted and approved by FEMA as required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(i) regarding the transfer of funds among direct cost categories, programs, functions, or activities. For awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000) and where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved, transferring funds among direct cost categories, programs, functions, or activities is unallowable without prior written approval from FEMA. For purposes of awards that support both construction and non-construction work, 2 C.F.R. section 200.308((f)(9) requires the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. Any deviations from a FEMA approved budget must be reported in the first Federal Financial Report (SF-425) that is submitted following any budget deviation, regardless of whether the budget deviation requires prior written approval.
Article 53	Indirect Cost Rate 2 C.F.R. section 200.211(b)(16) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for the award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 54 Build America, Buy America Act (BABAA) Required Contract Provision & Self-Certification

In addition to the DHS Standard Terms & Conditions regarding Required Use of American Iron, Steel, Manufactured Products, and Construction Materials, recipients and subrecipients of FEMA financial assistance for programs that are subject to BABAA must include a Buy America preference contract provision as noted in 2 C.F.R. section 184.4 and a self-certification as required by the FEMA Buy America Preference in FEMA Financial Assistance Programs for Infrastructure (FEMA Interim Policy #207-22-0001). This requirement applies to all subawards, contracts, and purchase orders for work performed, or products supplied under the FEMA award subject to BABAA.

Article 55 Award Performance Goals

FEMA will measure the recipient's performance of the grant by comparing the firefighter hiring activities of new, additional firefighters, rehire laid off firefighters, or retain firefighters facing layoff OR recruitment and retention activities of volunteer firefighters who are involved with or trained in the operations of firefighting and emergency response as requested in its application. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients increased compliance with the National standards described in the NOFO.

Article 56**Termination of the Federal Award (Updated)**

1. Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 sets forth a term and condition entitled "Termination of a Federal Award." The termination provision condition listed below applies to the grant award and the term and condition in Paragraph C.XL of the FY 2025 DHS Standard Terms and Conditions, v.3 does not.

2. Termination of the Federal Award by FEMA

FEMA may terminate the federal award in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the recipient or subrecipient fails to comply with the terms and conditions of the federal award.

b. With the consent of the recipient, in which case FEMA and the recipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the federal award no longer effectuates the program goals or agency priorities. Under this provision, FEMA may terminate the award for these purposes if any of the following reasons apply:

i. If DHS/FEMA, in its sole discretion, determines that a specific award objective is ineffective at achieving program goals as described in this NOFO;

ii. If DHS/FEMA, in its sole discretion, determines that an objective of the award as described in this NOFO will be ineffective at achieving program goals or agency priorities;

iii. If DHS/FEMA, in its sole discretion, determines that the design of the grant program is flawed relative to program goals or agency priorities;

iv. If DHS/FEMA, in its sole discretion, determines that the grant program is not aligned to either the DHS Strategic Plan, the FEMA Strategic Plan, or successor policies or documents;

v. If DHS/FEMA, in its sole discretion, changes or re-evaluates the goals or priorities of the grant program and determines that the award will be ineffective at achieving the updated program goals or agency priorities; or

vi. For other reasons based on program goals or agency priorities described in the termination notice provided to the recipient pursuant to 2 C.F.R. § 200.341.

vii. If the awardee falls out of compliance with the Agency's statutory or regulatory authority, award terms and conditions, or other applicable laws.

3. Termination of a Subaward by the Pass-Through Entity

The pass-through entity may terminate a subaward in whole or in part for one of the following reasons identified in 2 C.F.R. § 200.340:

a. If the subrecipient fails to comply with the terms and conditions of the federal

award.

b. With the consent of the subrecipient, in which case the pass-through entity and the subrecipient must agree upon the termination conditions. These conditions include the effective date and, in the case of partial termination, the portion to be terminated.

c. If the pass-through entity's award has been terminated, the pass-through recipient will terminate its subawards.

4. Termination by the Recipient or Subrecipient

The recipient or subrecipient may terminate the federal award in whole or in part for the following reasons identified in 2 C.F.R. § 200.340: Upon sending FEMA or the pass-through entity a written notification of the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if FEMA or the pass-through entity determines that the remaining portion of the federal award will not accomplish the purposes for which the federal award was made, FEMA or the pass-through entity may terminate the federal award in its entirety.

5. Impacts of Termination

a. When FEMA terminates the federal award prior to the end of the period of performance due to the recipient's material failure to comply with the terms and conditions of the federal award, FEMA will report the termination in SAM.gov in the manner described at 2 C.F.R. § 200.340(c).

b. When the federal award is terminated in part or its entirety, FEMA or the pass-through entity and the recipient or subrecipient remain responsible for compliance with the requirements in 2 C.F.R. §§ 200.344 and 200.345.

6. Notification Requirements

FEMA or the pass-through entity must provide written notice of the termination in a manner consistent with 2 C.F.R. § 200.341. The federal award will be terminated on the date of the notification unless stated otherwise in the notification.

7. Opportunities to Object and Appeals

Where applicable, when FEMA terminates the federal award, the written notification of termination will provide the opportunity, and describe the process, to object and provide information challenging the action, pursuant to 2 C.F.R. § 200.342.

8. Effects of Suspension and Termination

The allowability of costs to the recipient or subrecipient resulting from financial obligations incurred by the recipient or subrecipient during a suspension or after the termination of a federal award are subject to 2 C.F.R. § 200.343.

Article 57 Payment Information (Updated)

Recipients will submit payment requests in FEMA GO for FY25 awards under this program.

Instructions to Grant Recipients Pursuing Payments

FEMA reviews all grant payments and obligations to ensure allowability in accordance with 2 C.F.R. § 200.305. These measures ensure funds are disbursed appropriately while continuing to support and prioritize communities who rely on FEMA for assistance. Once a recipient submits a payment request in FEMA GO, FEMA will review the request. If FEMA approves a payment, it will process the payment through FEMA GO and the payment will be delivered pursuant to the recipients SAM.gov financial information. If FEMA disapproves a payment, FEMA will inform the recipient.

Processing and Payment Timeline

FEMA must comply with regulations governing payments to grant recipients. See 2 C.F.R. § 200.305. For grant recipients other than States, 2 C.F.R. § 200.305(b)(3) stipulates that FEMA is to make payments on a reimbursement basis within 30 days after receipt of the payment request, unless FEMA reasonably believes the request to be improper. For state recipients, 2 C.F.R. § 200.305(a) instructs that federal grant payments are governed by Treasury-State Cash Management Improvement Act (CMIA) agreements ("Treasury-State agreement") and default procedures codified at 31 C.F.R. part 205 and Treasury Financial Manual (TFM) 4A-2000, "Overall Disbursing Rules for All Federal Agencies." See 2 C.F.R. § 200.305(a).

Treasury-State agreements generally apply to "major federal assistance programs" that are governed by 31 C.F.R. part 205, subpart A and are identified in the Treasury-State agreement. 31 C.F.R. §§ 205.2, 205.6. Where a federal assistance (grant) program is not governed by subpart A, payment and funds transfers from FEMA to the state are subject to 31 C.F.R. part 205, subpart B. Subpart B requires FEMA to "limit a funds transfer to a state to the minimum amounts needed by the state and must time the disbursement to be in accord with the actual, immediate cash requirements of the state in carrying out a federal assistance program or project. The timing and amount of funds transfers must be as close as is administratively feasible to a state's actual cash outlay for direct program costs and the proportionate share of any allowable indirect costs." 31 C.F.R. § 205.33(a). Nearly all FEMA grants are not "major federal assistance programs." As a result, payments to states for those grants are subject to the "default" rules of 31 C.F.R. part 205, subpart B.

If additional information is needed, a request for information will be issued by FEMA to the recipient; recipients are strongly encouraged to respond to any additional FEMA request for information inquiries within three business days. If an adequate response is not received, the request may be denied, and the entity may need to submit a new reimbursement request; this will re-start the 30-day timeline.

Submission Process

All non-disaster grant program reimbursement requests must be reviewed and approved by FEMA prior to drawdowns.

For all non-disaster reimbursement requests (regardless of system), please ensure submittal of the following information:

1. Grant ID / Award Number

2. Total amount requested for drawdown

3. Purpose of drawdown and timeframe covered (must be within the award performance period)

4. Subrecipient Funding Details (if applicable).

- Is funding provided directly or indirectly to a subrecipient?
- If no, include statement "This grant funding is not being directed to a subrecipient."
- If yes, provide the following details:
 - The name, mission statement, and purpose of each subrecipient receiving funds, along with the amount allocated and the specific role or activity being reimbursed.
 - Whether the subrecipient's work or mission involves supporting aliens, regardless of whether FEMA funds support such activities.
 - Whether the payment request includes an activity involving support to aliens?
 - Whether the subrecipient has any diversity, equity, and inclusion practices.

5. Supporting documentation to demonstrate that expenses are allowable, allocable, reasonable, and necessary under 2 C.F.R. Part 200 and in compliance with the grant's NOFO, award terms, and applicable federal regulations.

Article 58

Non-Applicability of Specific Agreement Articles

Notwithstanding their inclusion in this award package, the following Agreement Articles do not apply to this grant award:

1. Communication and Cooperation with the Department of Homeland Security and Immigration Officials.
2. Paragraph (2)(a)(iii) of Anti-Discrimination.

Article 59

Non-Applicability of Specific Agreement Articles

Notwithstanding their inclusion in this award package, the following Agreement Article does not apply to this grant award:

Termination of a Federal Award

The intent of this provision is to clarify that Paragraph C.XL (Termination of a Federal Award) of the FY 2025 DHS Standard Terms and Conditions does not apply to this award. Instead, the Agreement Article titled "Termination of the Federal Award", or "Termination of the Federal Award (Updated)" applies to this grant award.

Obligating document

1. Agreement No. EMW-2024-FF-00005	2. Amendment No. N/A	3. Recipient No. 746000534	4. Type of Action AWARD	5. Control No. WX02142N2025T		
6. Recipient Name and Address CITY OF COLLEGE STATION 1101 TEXAS AVE S COLLEGE STATION, TX 77840		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Christopher Kelly	9a. Phone No. 9797643781	10. Name of FEMA Project Coordinator Staffing for Adequate Fire and Emergency Response (SAFER) Grant Program		10a. Phone No. 1-866-274-0960		
11. Effective Date of This Action 09/24/2025	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING	14. Performance Period 03/23/2026 to 03/22/2029 Budget Period 03/23/2026 to 03/22/2029			
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listing No.	Accounting Data (ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
FF	97.083	2025-FF-GF01 - P410-xxxx-4101-D	\$0.00	\$2,572,850.99	\$2,572,850.99	\$1,599,339.85
Totals			\$0.00	\$2,572,850.99	\$2,572,850.99	\$1,599,339.85
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						
17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)						DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title) Stacey Street, Deputy Assistant Administrator Grants Program Directorate						DATE 09/24/2025

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF COLLEGE STATION, TEXAS, ACCEPTING AND APPROVING A GRANT APPLICATION AND GRANT FUNDING WITH THE U.S. DEPARTMENT OF HOMELAND SECURITY FOR FUNDING FROM THE STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM.

WHEREAS, the Department of Homeland Security has authorized and established the application process for the SAFER Grant to improve firefighter staffing; and

WHEREAS, the City of College Station was awarded grant funding in the amount of \$2,572,850.99 in federal funding for hiring firefighters under the SAFER Grant guidelines to fund salaries and fringe benefits for three years; now, therefore:

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

PART 1: That the City Council accepts and approves the SAFER Grant application and accepts the funding in the amount of \$2,572,850.99

PART 2: That the City Council hereby authorizes and designates the City Manager or his designee to execute the SAFER Grant acceptance and any other documents related to the SAFER Grant.

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

ADOPTED this 23rd day of October, 2025.

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

October 23, 2025
Item No. 7.4.
Aggieland Humane Funding Resolution

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action approving a resolution authorizing expenditure to the Aggieland Humane Society, Inc. in the amount of \$349,140.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the resolution funding in the amount of \$349,140 to the Aggieland Humane Society, Inc.

Summary: As part of the 2025-2026 budget process The City Council approve funding for Aggieland Humane Society, Inc. in the amount of \$349,140. An Animal Shelter Services Agreement, contract number 22300511, for services provided by the Aggieland Humane Society, Inc. was approved on May 26, 2022, for a five(5) year term.

The FY26 funding level is based on the animal shelter determination of the estimated cost to the City of College Station for providing the contracted services.

Budget & Financial Summary: Funds are available and budgeted in the General Fund for this agreement. Payments are made in the amount of \$349,140.00, to be payable in 12 equal installments of \$29,095.00.

Attachments:

1. Animal Shelter Resolution FY26

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS AUTHORIZING ANNUAL EXPENDITURE TO THE AGGIELAND HUMANE SOCIETY, INC. FOR ANIMAL SHELTER SERVICES PROVIDED TO THE CITY OF COLLEGE STATION BY THE AGGIELAND HUMANE SOCIETY, INC.

WHEREAS, the City of College Station entered into an Agreement for Animal Shelter Services with the AggIELand Humane Society, Inc. on May 26, 2022.

WHEREAS, Article 5 of the Agreement says the City shall pay a fee for Animal Shelter Services to be established annually by separate resolution; now, therefore,

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

- Part 1:** That the City Council of the City of College Station authorize the expenditure for Fiscal Year 2025-2026 in the amount of \$349,140.00, to be payable in 12 equal installments of \$29,095.00.
- Part 2:** That funds are budgeted and available in the Fiscal Year 2025-2026 Approved Budget in the General Fund.
- Part 3:** That this resolution is to be effective for the 2025-2026 Fiscal Year from October 1, 2025 – September 30, 2026.
- Part 4:** That this resolution shall take effect immediately from and after its passage.

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

ATTEST:

APPROVED:

City Secretary

Mayor

APPROVED:

City Attorney

October 23, 2025

Item No. 7.5.

Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Amber Alert Network Brazos Valley for FY26 in the amount of \$5,000.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Amber Alert Network Brazos Valley for FY26 in the amount of \$5,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2025-2026 budget process the City Council approved funding for the Amber Alert Network Brazos Valley in the amount of \$5,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2025-2026 General Fund.

Attachments:

1. Amber Alert FY26 Funding Agreement

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300016 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: City of College Station Funding Agreement for payment and
and us of General Funds with Amber Alert Network Brazos Valley

Name of Contractor: Amber Alert Network Brazos Valley

CONTRACT TOTAL VALUE: \$ 5,000.00 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

Funding for this contract is available in the FY26 budget - General Fund - Budget Code: 10019100-6720

(If required)*

CRC Approval Date*: N/A **Council Approval Date*:** 10/23/25 **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

Mary Ellen Leonard 10/8/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

John Costa 10/8/2025
ASST CITY MGR – CFO DATE

Laron Longoria 10/8/2025
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER	DATE
N/A	N/A

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

CITY SECRETARY (if applicable) _____ DATE _____

9.12.23 UPDATED

**CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF GENERAL FUNDS WITH
AMBER ALERT NETWORK BRAZOS VALLEY**

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”) and **Amber Alert Network Brazos Valley** a Texas Nonprofit Corporation (“Agency”).

WHEREAS, Amber Alert has the objective of providing emergency messaging including utilization of various communication devices including road signs, cellphones, television, etc. to advise and gather information throughout Texas, the United States and beyond when a child has been abducted or is otherwise in imminent danger; and

WHEREAS, City finds it to be in the best interest of the general public and citizenry to support such efforts; and

WHEREAS, the City desires to assist Agency by providing funding under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree, and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Amber Alert Network Brazos Valley a Texas Nonprofit Corporation

1.2 City means the City of College Station, County of Brazos, and the State of Texas.

1.3 Amber Alert Services includes any and all costs including personnel and equipment directly related to the Statement of Work set forth in this Agreement.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the term of this Agreement, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports and other relevant financial information relating to the funding provided by City.

1.6 Program Period. October 1, 2025, through September 30, 2026.

1.7 Statement of Work. The description of Agency services for which the City funding will be used and as described in this Agreement.

ARTICLE II STATEMENT OF WORK

2.1 General. The Statement of Work for Agency is as follows: Agency provides emergency messaging including utilization of various communication methods and devices including road signs, cellphones, television, other data-related devices, etc. to share and gather information from the general public throughout Texas, the United States and beyond when a child has been abducted or is otherwise in imminent danger; and builds partnerships with and funds working with various law enforcement agencies as appropriate in fulfilling its mission as described. The Agency provides the personnel and equipment necessary in fulfilling its mission.

2.2 Attending Events. The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

ARTICLE III PAYMENT

3.1 For and in consideration of the activities satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **FIVE THOUSAND DOLLARS AND 0/100 CENTS (\$5,000)** from the City's General Fund. The appropriated funds shall be used during or for the period of October 1, 2025, to September 30, 2026.

3.2 Annual Payment from City to Agency will be made within Sixty (60) days from the Effective Date of this Agreement but not before commencement of the Program Period.

ARTICLE IV RECORDS AND REPORTS

4.1 Financial Records. Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of City funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files, or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files, or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the

request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Financial Activity Report. The Financial Activity Report from Agency to City must be timely completed and received within Sixty (60) days from the end of the term of this Agreement. The Financial Activity Report must show how City funds were spent must be timely completed and received otherwise Agency agrees to reimburse City within Sixty (60) days from written notice of same.

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.6 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.7 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time, and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

5.3 Appointees. The City shall have the option to recommend up to three (3) appointees for any vacancies that occur on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

ARTICLE VI TERM AND TERMINATION

6.1 Term. This Agreement begins upon the approval of both parties and terminates upon fulfillment of the obligations of the parties herein. Only those expenditures authorized under the Statement of Work, which are actually incurred during or for the Program Period for personnel and equipment are eligible for funding herein, and ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) For Convenience.** This Agreement may be terminated by either party for convenience by giving sixty (60) days advance written notice.
- (b) Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated and Agency shall have no right or legal recourse with respect to the funding.
- (c) Breach.** Upon advance written notice of the breach and after a Sixty-day period to cure, the non-breaching party may terminate this Agreement.
- (d) Reimbursement.** In the event this Agreement is terminated by either party pursuant to §6.2, a City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove up to the amount of the funding contracted for herein. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in the Statement of Work.

6.3 Automatic Termination. This Agreement shall automatically terminate upon the occurrence of either of the following events:

- (a)** The termination of the legal existence of Agency; or
- (b)** The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Financial Activity Report upon Termination. Upon termination of this Agreement for any reason, Agency will provide City within Sixty (60) days, a full accounting of all expenditures not previously reviewed by City in the same form as the Financial Activity Report but covering only the program period during which this Agreement was in effect.

6.6 Refund of Funds. In the event that this Agreement is terminated Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty Sixty (60) days after termination of this Agreement or within Sixty (60) days from City's written request.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 Agency and funded 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 Agency, or any third party.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Agency, 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 VIII INSURANCE

(this section left intentionally blank)

ARTICLE IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization relating to the Statement of Work. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments relating to the Statement of Work for which City funds are used.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee, or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services, or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in the Statement of Work shall be the responsibility of

Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

9.8 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

9.10 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

9.11 Waiver of Terms. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

9.12 Agreement Read. The parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

9.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by either party without the prior written approval of the other party to this Agreement.

9.14 Counterparts. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9.15 Invalid Provisions. If any provision of this Agreement 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 Agreement with legal terms and conditions approximating the original intent of the parties.

9.16 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Mary Ellen Leonard
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Amber Alert Network Brazos Valley
Attn: Charles R. Fleegeer
P O Box 9282
College Station, Tx 77842

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed, and a verbal announcement must be made at the time of the activity.

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

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency 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, Agency 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 Agreement against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

9.20 Governmental Immunity. This Agreement is subject to the proper application of the doctrine of governmental immunity.

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

List of Exhibits:

- A. Financial Activity Report**
B. Certificates of Insurance

AMBER ALERT NETWORK BRAZOS VALLEY

By: Charles R. Fleeger

Printed Name: Charles R. Fleeger

Title: Executive Director

Date: 10/8/2025

CITY OF COLLEGE STATION

City Manager

Date: _____

Aaron Longoria

City Attorney

Date: 10/8/2025

John Keats

Assistant City Manager

Date: 10/8/2025

EXHIBIT A
FINANCIAL ACTIVITY REPORT

Amber Alert Network Brazos Valley

Statement of Financial Position

As of August 31, 2025

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
BV Schools CU	56,160.24
Guaranty CD x4960	10,000.00
Guaranty Checking x8361	50,096.12
Total Bank Accounts	\$116,256.36
Total Current Assets	\$116,256.36
TOTAL ASSETS	\$116,256.36
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Direct Deposit Payable	0.00
Payroll Liabilities	
Federal Taxes (941/944)	0.00
TX Unemployment Tax	0.00
Total Payroll Liabilities	0.00
Total Other Current Liabilities	\$0.00
Total Current Liabilities	\$0.00
Total Liabilities	\$0.00
Equity	
Opening Balance Equity	0.00
Unrestricted Net Assets	128,922.43
Net Revenue	-12,666.07
Total Equity	\$116,256.36
TOTAL LIABILITIES AND EQUITY	\$116,256.36

Statement of Activity

Amber Alert Network Brazos Valley

August 2025

DISTRIBUTION ACCOUNT	TOTAL
Income	
Direct Public Support	\$0.00
Individ, Business Contributions	1,500.00
Total for Direct Public Support	\$1,500.00
Donations from County / City	2,500.00
Investments	\$0.00
Interest-Savings, Short-term CD	50.59
Total for Investments	\$50.59
Total for Income	\$4,050.59
Cost of Goods Sold	0.00
Gross Profit	\$4,050.59
Expenses	
Business Expenses	5.00
Contract Services	\$0.00
Accounting Fees	5,350.00
Total for Contract Services	\$5,350.00
Facilities and Equipment	410.25
Operations	\$0.00
Fundraising	42.30
Supplies	57.00
Telephone, Telecommunications	54.74
Total for Operations	\$154.04
Other Types of Expenses	\$0.00
Insurance - Liability, D and O	1,356.00
Total for Other Types of Expenses	\$1,356.00
Payroll Expenses	\$0.00
Taxes	229.50
Wages	3,000.00
Total for Payroll Expenses	\$3,229.50
Promotional Material	1,017.96
Total for Expenses	\$11,522.75
Net Operating Income	-\$7,472.16
Other Income	0.00
Other Expenses	0.00
Net Other Income	\$0.00
Net Income	-\$7,472.16

EXHIBIT B
CERTIFICATES OF INSURANCE



AMBEALE-01

SABBOTT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2025

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 Dexter & Company of Central Texas, Inc. 4030 Highway 6 S. Ste. 310 College Station, TX 77845	CONTACT NAME:	
	PHONE (A/C, No, Ext): (979) 764-8444	FAX (A/C, No): (979) 694-7603
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Mount Vernon Fire Insurance Company	26522
INSURED Amber Alert Network Brazos Valley P.O. Box 9282 College Station, TX 77842	INSURER B : Texas Mutual Insurance Company	22945
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER: General Aggregate Limit			NPP2574687E	6/30/2025	6/30/2026	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
B	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			0002132167	9/1/2025	9/1/2026	☒ PER STATUTE ☐ OTH-ER \$
							E.L. EACH ACCIDENT \$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE \$ 100,000
							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)

CERTIFICATE HOLDER

CANCELLATION

City of College Station 1101 Texas Ave College Station, TX 77842	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

October 23, 2025

Item No. 7.6.

Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Arts Council of Brazos Valley DBA Arts Center of Brazos Valley for FY26 in the amount of \$35,000.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Arts Center of Brazos Valley for FY26 in the amount of \$35,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2025-2026 budget process the City Council approved funding for the Arts Center of Brazos Valley in the amount of \$35,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2025-2026 General Fund. The full amount of \$35,000 is to be used for the operations and maintenance of the arts programming and gallery operations at the Arts Center facility.

Attachments:

1. Arts Center - FY26 General Fund Funding Agreement
2. ACBV-Approved FY26 Budget- 9.5.25



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300017 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: City of College Station Funding Agreement for Payment and Use of General Funds with Arts Council of Brazos Valley

Name of Contractor: Arts Council of Brazos Valley

CONTRACT TOTAL VALUE: \$ 35,000.00 **Grant Funded** Yes ☐ No ☒
If yes, what is the grant number:

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

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

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

Funding for this contract is available in the FY26 budget - General Fund - Budget Code: 10019100-6720

(If required)*
CRC Approval Date*: N/A **Council Approval Date*:** 10/23/25 **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>Mary Ellen Leonard</u>	<u>10/6/2025</u>
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT	DATE
<u>[Signature]</u>	<u>10/6/2025</u>
ASST CITY MGR – CFO	DATE
<u>[Signature]</u>	<u>10/6/2025</u>
LEGAL DEPARTMENT	DATE

APPROVED & EXECUTED

<u> </u>	<u> </u>
CITY MANAGER	DATE
<u>N/A</u>	<u>N/A</u>
MAYOR (if applicable)	DATE
<u>N/A</u>	<u>N/A</u>
CITY SECRETARY (if applicable)	DATE

9.12.23 UPDATED

**CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF GENERAL FUNDS WITH
ARTS COUNCIL OF BRAZOS VALLEY**

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”) and the **ARTS COUNCIL OF BRAZOS VALLEY D/B/A ARTS CENTER OF BRAZOS VALLEY** a Texas Non – Profit Corporation (“Agency”).

WHEREAS, City has the objective of enhancing the artistic and cultural life of its citizens; and

WHEREAS, Agency’s mission is to make the arts accessible to all citizens in the Brazos Valley through funding, promotion, advocacy and partnership building, and

WHEREAS, the City desires to assist Agency in making the arts accessible to its citizens, and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree, and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Arts Council of Brazos Valley D/B/A Arts Center of Brazos Valley, a Texas Non-Profit Corporation.

1.2 City means the City of College Station, County of Brazos, and the State of Texas.

1.3 Contract Quarter means any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency’s work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

ARTICLE II STATEMENT OF WORK

2.1 The Agency promotes, advocates, builds partnerships with, and funds the arts and cultural organizations of the Brazos Valley in a professional and accountable way on behalf of local governments. The Agency is responsible for maintaining and operating an arts facility, promoting the arts and culture in the Brazos Valley, and providing services for local art affiliates.

2.2 Attending Events. The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

ARTICLE III PAYMENT

3.1 For and in consideration of the activities satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **THIRTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$35,000.00)** from the City's General Fund. The appropriated funds shall be used during the period of **October 1, 2025, to September 30, 2026**. Payment will be made in eleven monthly installments of **\$2,916.66** and the twelfth payment will be **\$2,916.74**.

3.2 Monthly Payments (with the exception of the first four (4) monthly installments hereunder) will be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

3.3 City may withhold further payments and allocations if City determines Agency's expenditures materially deviate from their Statement of Work or if reports required herein are not submitted in a complete and timely manner.

ARTICLE IV RECORDS AND REPORTS

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other

documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Reports. The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

4.6 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.8 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available

to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

5.3 Appointees. The City shall have the option to recommend up to three (3) appointees for any vacancies that occur on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins October 1, 2025, and terminates at midnight October 31, 2026. However, the program period shall begin October 1, 2025, and terminates at midnight September 30, 2026. Only those expenditures authorized under the Statement of Work, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) **For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) **Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c) In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d) Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1) Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City
 - (2) Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period

(3) A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency.

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach.

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 Agency and funded under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Agency, 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.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Agency, 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 VIII INSURANCE

8.1 The Agency 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 services performed by the Agency, its officers, agents, volunteers, and employees.

8.2 The Agency'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 policies are attached in **Exhibit D**.

During the term of this Agreement Agency's insurance policies shall meet the minimum requirements of this section.

8.3 Types. Agency shall have the following types of insurance:

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

8.4 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 D**; and shall be approved by the City before work begins.
- (c) Agency 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.

8.5 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 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.
- (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.

8.6 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 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.

8.7 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 IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

9.8 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

9.10 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

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

consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

9.12 Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

9.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

9.14 Counterparts. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9.15 Invalid Provisions. If any provision of this Agreement 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 Agreement with legal terms and conditions approximating the original intent of the parties.

9.16 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Mary Ellen Leonard
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Arts Council of Brazos Valley
Attn: Leslie Bowlin, CEO
4180 Highway 6 South
College Station, Texas 77845

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed, and a verbal announcement must be made at the time of the activity.

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

- (a)** Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency 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, Agency 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 Agreement against a firearm entity or firearm trade association; and
- (c)** Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

9.20 Governmental Immunity. This Agreement is subject to the proper application of the doctrine of governmental immunity.

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

List of Exhibits:

- A. Statement of Financial Position**
B. Narrative Summary of Activity
C. Performance Measures
D. Certificates of Insurance

ARTS COUNCIL OF BRAZOS VALLEY

By: Leslie Bowlin

Printed Name: Leslie Bowlin

Title: CEO

Date: 10/6/2025

CITY OF COLLEGE STATION

City Manager

Date: _____

Ararou Longoria

City Attorney

Date: 10/6/2025

Paul Ernst

Assistant City Manager

Date: 10/6/2025

Exhibit A
Statement of Financial Position

Management Report

The Arts Center of Brazos Valley
For the period ended August 31, 2025



Prepared by
The Bottom Line Corporation

Prepared on
September 29, 2025

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Statement of Activity

October 2024 - August 2025

	Total
REVENUE	
43000 Contributed Income	13,093.80
43100 Membership Dues	
43120 Affiliates Membership	2,700.00
43130 Business Membership	1,000.00
43140 BV Collective Membership	1,050.00
43150 Individual Membership	6,450.00
43160 Artist and Hotels Membership	350.00
Total 43100 Membership Dues	11,550.00
43200 Fundraising Events	
43240 Celebrate the Arts	101,385.00
43245 Celebrate the Arts Scholarship	24,850.00
Total 43240 Celebrate the Arts	126,235.00
43250 Boots & BBQ	4,035.00
43260 Empty Bowls, Jr.	10,495.99
43280 NEW Fundraiser Event	5,376.50
43290 NEW Fundraiser at ACBV Event	6,475.00
Total 43200 Fundraising Events	152,617.49
43300 Government Grants	
43310 Brazos County	12,000.00
43330 College Station	32,083.34
43340 College Station HOT	545,456.80
43350 Navasota HOT	45,979.00
43360 TCA	13,000.00
Total 43300 Government Grants	648,519.14
43400 Foundation & Trust Grants	2,163.56
Total 43000 Contributed Income	827,943.99
44000 Program Service Revenue	
44200 Camps & Workshops	
44220 Children Camps	28,829.07
Total 44200 Camps & Workshops	28,829.07
44300 Classes	175.00
44400 Community Events	3,131.12
Total 44000 Program Service Revenue	32,135.19
45000 Art & Merchandise Sales	5,872.25
46000 Other Revenue	2,184.08
46200 Investments	135.57
46300 Rentals	11,183.80
46400 Miscellaneous Revenue	
46420 Interest Income	11,116.34

	Total
Total 46400 Miscellaneous Revenue	11,116.34
Total 46000 Other Revenue	24,619.79
Discounts given	5.15
PayPal Sales	490.00
Sales	30.11
Uncategorized Income	126.26
Total Revenue	891,222.74
GROSS PROFIT	891,222.74
EXPENDITURES	
60000 Grants & Scholarships	
60100 Grants	
60115 College Station Grants	360,000.00
60120 Navasota Grants	25,623.00
60130 Rural Grants	7,060.00
Total 60100 Grants	392,683.00
60200 Scholarships	16,000.00
Total 60000 Grants & Scholarships	408,683.00
61000 Salaries and Related Expenses	
61100 Salaries & Wages	247,933.47
61200 Employer IRA Contributions	2,370.00
61400 Payroll taxes & fees	21,537.81
61600 Employer Health Ins. Contribution	3,683.76
Total 61000 Salaries and Related Expenses	275,525.04
62000 Fees for Services	
62100 Accounting Fees	23,225.00
62200 Contractor Fee	13,419.50
62400 Marketing Intern & Work Study	7,354.91
62500 Program Intern & Work Study	2,867.50
Total 62000 Fees for Services	46,866.91
63000 Advertising, Printing, Promo.	781.71
63100 HOT Advertising	10,273.09
63200 Local Advertising	17,638.06
63300 Affiliate Advertising	12,126.06
Total 63000 Advertising, Printing, Promo.	40,818.92
64000 Programs	
64010 ART for Life	10,000.00
64040 Camps & Workshops	
64042 Children Camp Expense	5,573.35
Total 64040 Camps & Workshops	5,573.35
64070 Gallery	45,333.70
64080 Public Art	10,979.44
Total 64000 Programs	71,886.49

	Total
65000 Fundraising	100.00
65100 Boots & BBQ	2,325.00
65200 Celebrate the Arts	33,562.16
65300 Empty Bowls, Jr.	826.09
65600 NEW Fundraiser Event	525.04
65700 NEW at ACBV Fundraiser Event	3,427.42
Total 65000 Fundraising	40,765.71
66000 Office Expenses	3,126.28
66100 Information Technology	7,535.79
66200 Postage, Mailing Service	325.40
Total 66000 Office Expenses	10,987.47
68000 Occupancy	
68200 Facilities & Equipment Rental	2,090.19
68300 Insurance	15,619.56
68400 Janitorial	9,485.47
68500 Mortgage Expense	24,212.87
68600 Pest Control	287.48
68700 Repairs & Maintenance	23,579.05
68800 Security	1,517.00
68900 Utilities	21,489.66
Total 68000 Occupancy	98,281.28
69000 Mileage	77.98
69100 Travel & In-Region Mileage	2,587.18
Total 69000 Mileage	2,665.16
80000 Other expenses	
80010 Artist Commission	11,112.61
80020 Bank Charges	2,277.69
80025 PayPal Fees	1,556.73
80027 Stripe Fees	39.81
Total 80020 Bank Charges	3,874.23
80030 Donated Goods and Services	50.00
80050 Investment Losses	341.87
80060 Meals	55.64
80070 Memberships & Dues	877.62
80080 Training & Development	112.09
Total 80000 Other expenses	16,424.06
Uncategorized Expense	2.06
Total Expenditures	1,012,906.10
NET OPERATING REVENUE	-121,683.36
OTHER EXPENDITURES	
90000 Misc. Other Expenses	10,512.69
Prior Period Adjustment	-882.05
Total 90000 Misc. Other Expenses	9,630.64

	Total
Total Other Expenditures	9,630.64
NET OTHER REVENUE	-9,630.64
NET REVENUE	\$ -131,314.00

Statement of Financial Position

As of August 31, 2025

	Total
ASSETS	
Current Assets	
Bank Accounts	
10100 Wells Fargo Business Checking *8775	-500.00
10200 VB - Checking *3808	155,700.42
10210 VB - Savings *3816	4,592.40
10300 PayPal	19,286.21
10500 American Momentum Money Market	2,513.51
10600 American Funds	89,741.56
10800 Community Foundation of BV	11,456.04
Total Bank Accounts	282,790.14
Accounts Receivable	
11000 Accounts Receivable	275.72
11200 Pledges Receivable	0.00
11210 Discount on Pledge Receivable	0.48
Total 11200 Pledges Receivable	0.48
11500 Contributions Receivable	69,999.80
Total 11000 Accounts Receivable	70,276.00
Total Accounts Receivable	70,276.00
Other Current Assets	
12000 Undeposited Funds	4,560.02
12300 Art Inventory	13,149.00
12400 Prepaid Expenses	-1,162.81
Total Other Current Assets	16,546.21
Total Current Assets	369,612.35
Fixed Assets	
14000 Property & Equipment	
14100 Furniture and Equipment	160,565.90
14200 Buildings & Improvements	1,732,733.71
14300 Permanent Collection	657,023.02
14500 Land	392,430.00
14600 Intangibles	20,000.00
14900 Accum Depreciation	-273,659.47
14901 Accum Amortization	-1,666.67
Total 14000 Property & Equipment	2,687,426.49
Total Fixed Assets	2,687,426.49
Other Assets	
18000 Investments/Endowments	0.00
18040 Amarillo National Bank *6163CD	102,078.07
Total 18000 Investments/Endowments	102,078.07

	Total
Total Other Assets	102,078.07
TOTAL ASSETS	\$3,159,116.91
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	99,990.09
Total Accounts Payable	99,990.09
Credit Cards	
21000 Wells Fargo Business Card - Boegner	-6.99
21100 VB Credit Card *6140	-34,744.42
21110 VB Credit Card *7825 (*0167)	20,425.75
21120 VB Credit Card (*3592)	17,291.74
Total 21100 VB Credit Card *6140	2,973.07
Total Credit Cards	2,966.08
Other Current Liabilities	
23000 Payroll Liabilities	0.00
23100 Federal Tax Payable	153.54
23200 Texas Unemployment Payable	82.49
23300 Simple IRA Payable	559.16
23500 Guardian Insurance Payable	-201.88
23700 Accrued Compensated Absences	4,029.94
Total 23000 Payroll Liabilities	4,623.25
25000 Deferred Income	56,650.14
26200 Due to COCS- Reimbursements	-42.88
26300 Due to COB - Reimbursements	-3,000.00
28000 Sales Tax Payable	0.00
28100 Sales Tax Payable - Current	74.67
Total 28000 Sales Tax Payable	74.67
Total Other Current Liabilities	58,305.18
Total Current Liabilities	161,261.35
Long-Term Liabilities	
29300 NP - Vera Bank	575,585.12
29900 Northgate Sculpture Fund	63,750.00
Total Long-Term Liabilities	639,335.12
Total Liabilities	800,596.47
Equity	
31000 Net Assets - Donor Restricted	567,588.00
32000 Unrestricted Net Assets	1,922,246.44
Net Revenue	-131,314.00
Total Equity	2,358,520.44
TOTAL LIABILITIES AND EQUITY	\$3,159,116.91

Exhibit B
Narrative Summary of Activity Report

Exhibit C
Performance Measures

Exhibit D
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2025

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	Wm. Albert Miller Agency 220 E. Washington Avenue P. O. Drawer 31 Navasota TX 77868	CONTACT NAME: Bert Miller PHONE (A/C, No., Ext): (936) 825-6789 E-MAIL ADDRESS: bertmiller@milleragencyinc.com FAX (A/C, No.): (936) 825-6790
INSURED	Arts Council Brazos Valley The Arts Center PO Box 10626 College Station TX 77842-	INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Co INSURER B: Philadelphia Indemnity Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC		PHPK2656997-012	02/16/2025	02/16/2026	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		PHPK2656997-012	02/16/2025	02/16/2026	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 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	MWC0045351-13	02/16/2025	02/16/2026	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property		PHPK2656997-012	02/16/2025	02/16/2026	Business Property 95,000 Collections-others 300,000 Collections- ACBV 100,000

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

Certificate holder listed as additional insured and waiver of subrogation with regard to general liability and workers compensation coverages. GL coverage is primary & non-contributory and 30-day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

AI 002351

City of College Station Risk Management Department PO Box 9960 College Station TX 77842-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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The Arts Council of Brazos Valley
FY 2026 Proposed Budget
Updated on 9.24.2025

approved by Board 9.5.1

Revenue	
Contributed Income	
Donations Unrestricted	\$ 15,000.00
Membership Dues	
Affiliate Membership	\$ 3,000.00
Corporate Membership	\$ 8,000.00
Individual Membership	\$ 10,000.00
Total Membership Dues	\$ 21,000.00
Fundraising Events	
Celebrate the Arts	\$ 125,000.00
Celebrate the Arts Scholarship (restricted for 2027 distribution)	\$ 30,000.00
Total Celebrate the Arts	\$ 155,000.00
Boots & BBQ	\$ 10,000.00
Empty Bowls, Jr.	\$ 20,000.00
Gallery Dinners & Events	\$ 20,000.00
Holiday Market & Wreath Auction	\$ 8,000.00
Messina Hof Wine Label Competition	\$ 4,000.00
Stories at the Gallery	\$ 6,000.00
Total Fundraising Events	\$ 223,000.00
Government Grants	
Brazos County	\$ 16,000.00
City of Bryan	\$ 10,000.00
College Station Gen	\$ 35,000.00
College Station HOT	\$ 600,002.00
Navasota HOT	\$ 48,500.00
TCA, HTX, Etc.	\$ 20,000.00
Total Government Grants	\$ 729,502.00
Foundation & Trust Grants	\$ 35,000.00
Total Contributed Income	\$ 1,023,502.00
Program Service Revenue	
Camps & Workshops	
Adult Workshops	\$ 3,500.00
Children Camps	\$ 40,000.00
Total Camps & Workshops	\$ 43,500.00
Community Events	\$ 2,000.00
Public Art	\$ 77,000.00
Total Program Service Revenue	\$ 122,500.00
Art Sales	\$ 7,000.00
Merchandise Sales	\$ 3,000.00
Other Revenue	
Investments (American Funds & Community Foundation)	\$ 12,000.00
Rentals (Studio & Event Spaces)	\$ 20,000.00

Miscellaneous Revenue	
Payroll Credit	\$
Interest Income (Amarillo Income)	\$ 10,000.00
Total Miscellaneous Revenue	\$ 10,000.00
Total Other Revenue	\$ 42,000.00
Total Revenue	\$ 1,198,002.00
Gross Profit	\$ 1,198,002.00
Expenditures	
Grants & Scholarships	
Grants	
College Station Grants (HOT)	\$ 375,000.00
Navasota Grants	\$ 28,800.00
Rural Grants	\$ 8,000.00
Total Grants	\$ 411,800.00
Scholarships (CTA)	\$ 25,000.00
Total Grants & Scholarships	\$ 436,800.00
Salaries and Related Expenses	
Salaries & Wages	
Employer IRA Contributions	
Payroll Taxes & Fees	
Employer Health Ins. Contribution	
Total Salaries and Related Expenses	\$ 267,473.41
Fees for Services	
Accounting Fees	\$ 24,000.00
Contractor Fee	\$ 5,000.00
Legal Fees	\$ -
Total Fees for Services	\$ 29,000.00
Advertising, Printing, Promo.	
Tourism Marketing (inc. intern/work study production)	\$ 73,250.00
Affiliate Advertising	\$ 2,500.00
Total Advertising, Printing, Promo.	\$ 75,750.00
Programs	
ART for Life	\$ 13,000.00
Camps & Workshops	
Adult Workshop Expense	\$ 1,500.00
Children Camp Expense	\$ 9,000.00
Total Camps & Workshops	\$ 10,500.00
Community Events	\$ 500.00
Gallery/Exhibits	\$ 14,000.00
Public Art	\$ 77,000.00
Special Exhibits	\$
Programs-Other	\$
Total Programs	\$ 115,000.00
Fundraising	

Boots & BBQ	\$ 5,000.00
Celebrate the Arts	\$ 50,000.00
Empty Bowls, Jr.	\$ 10,000.00
Gallery Dinners & Events	\$ 8,000.00
Holiday Market & Wreath Auction	\$ 500.00
Messina Hof Wine Label Competition	\$ 500.00
Stories at the Gallery	\$ 1,500.00
Total Fundraising	\$ 75,500.00
Office Expenses	
General Office Expenses	\$ 3,500.00
Information Technology	\$ 8,000.00
Postage, Mailing Service	\$ 650.00
Total Office Expenses	\$ 12,150.00
Occupancy	
Facilities & Equipment Rental	\$ 3,000.00
Insurance	\$ 17,000.00
Janitorial	\$ 11,160.00
Mortgage Expense (Interest)	\$ 26,000.00
Mortgage Expense (Principal)	\$ 40,000.00
Pest Control	\$ 500.00
Repairs & Maintenance	\$ 25,000.00
Security	\$ 1,500.00
Utilities	\$ 26,000.00
Total Occupancy	\$ 150,160.00
Mileage	\$ 3,000.00
Other expenses	
Artist/Exhibitor Commission	\$ 8,000.00
Bank Charges & Fees	
Bank Charges	\$ 2,500.00
PayPal Fees	\$ 1,750.00
Total Bank Charges & Fees	\$ 4,250.00
Donated Goods and Services	\$
Donor Development	\$ 600.00
Investment Losses	\$
Meals	\$ 500.00
Memberships & Dues	\$ 1,250.00
Training & Development	\$ 1,000.00
Other Costs	\$
Total Other expenses	\$ 21,000.00
Total Expenditures	\$ 1,185,833.41
Net Operating Revenue	\$ 12,168.59

October 23, 2025
Item No. 7.7.
Arts Center HOT Tax Funding Agreement

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Arts Center of Brazos Valley for FY26 in the amount of \$583,406.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2025-2026 budget process the City Council approved funding for the Arts Center of Brazos Valley in the amount of \$583,406.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2025-2026 Hotel Occupancy Tax Fund. Of this funding \$375,000 is to be used for the Affiliate Grant Program, \$79,033 is to be used for the operations and maintenance of the arts programming and gallery operations at the Arts Center facility, and \$129,373 is to be used for tourism marketing and public art. State law requires that the City Council adopt the budget of any organization that is to be funded through Hotel Tax revenue. The Arts Council's budget is included in the Attachments.

Attachments:

1. Arts Center FY26 Funding Agreement - HOT Fund

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300018 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: City of College Station Funding Agreement for Payment
and Use of Hotel Tax Funds with Arts Council of Brazos Valley

Name of Contractor: Arts Council of Brazos Valley

CONTRACT TOTAL VALUE: \$ 583,406.00 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

Funding for this contract is available in the FY26 budget - HOT Fund - Budget Code: 31219100-6720

(If required)*

CRC Approval Date*: _____ Council Approval Date*: 10/23/25 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

Mary Ellen Leonard

DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

10/7/2025

DATE _____

John C. Enste

ASST CITY MGR – CFO

10/7/2025

DATE _____

Daron Longoria

LEGAL DEPARTMENT

10/13/2025

DATE _____

APPROVED & EXECUTED

CITY MANAGER

N/A

DATE _____

N/A

MAYOR (if applicable)

N/A

DATE _____

N/A

CITY SECRETARY (if applicable)

DATE _____

9.12.23 UPDATED

**CITY OF COLLEGE STATION FUNDING AGREEMENT FOR
PAYMENT AND USE OF HOTEL TAX WITH
ARTS COUNCIL OF BRAZOS VALLEY**

This Funding Agreement is made between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”), and the **ARTS COUNCIL OF BRAZOS VALLEY D/B/A ARTS CENTER OF BRAZOS VALLEY**, a Texas Non-Profit Corporation (“Agency”).

WHEREAS, Texas Tax Code §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax (“hotel tax”) not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

WHEREAS, Tax Code §351.101(a) authorizes and limits the City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry; and

WHEREAS, Agency is well equipped to perform those activities as referenced in Tax Code §351.101 (a); and

WHEREAS, Tax Code §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree, and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Arts Council of Brazos Valley D/B/A Arts Center of Brazos Valley, a Texas Non-Profit Corporation to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

1.2 City means the City of College Station, in the County of Brazos, and the State of Texas.

1.3 Contract Quarter refers to any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency's work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to: any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

1.9 Expenditure Report means a quarterly report listing the expenditures made by the Agency with Hotel Tax Revenue pursuant to Tax Code §§351.101 and 351.108.

1.10 Hotel Tax Revenue means the gross monies collected and received by City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Tax Code 351.003 (a) and City Ordinance. Hotel Tax Revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

ARTICLE II HOTEL TAX REVENUE PAYMENT

2.1 Consideration and Payment. For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of **FIVE HUNDRED EIGHTY-THREE THOUSAND FOUR HUNDRED SIX DOLLARS AND NO/100 CENTS (\$583,406.00)** to be paid as follows:

- (a) The amount of **SEVENTY-NINE THOUSAND THIRTY-THREE DOLLARS AND NO/100 CENTS (\$79,033.00)** shall be paid from the City's Hotel Tax Revenue for the maintenance of the Art and Visitors Center. The appropriated funds shall be used during the period of October 1, 2025, to September 30, 2026. Payment will be made in eleven monthly installments of **\$6,586.08** and the twelfth payment will be **\$6,586.12**.
- (b) The amount of **ONE HUNDRED TWENTY-NINE THOUSAND THREE HUNDRED SEVENTY-THREE DOLLARS AND NO/100 CENTS (\$129,373.00)** shall be paid from the City's Hotel Tax Revenue for marketing and public art. The appropriated funds shall be used during the period of October 1, 2025, to September 30, 2026. Payment will be made in eleven monthly installments of **\$10,781.09** and the twelfth payment will be **\$10,781.01**.

- (c) The amount of **THREE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS ((\$375,000.00)** shall be paid from the City's Hotel Tax Revenue for affiliate funding. The appropriated funds shall be used during the period of October 1, 2025, to September 30, 2026. Payment will be made in four quarterly installments of **\$93,750.00**.

2.2 Reports and Payments. Monthly Payments (with the exception of the first four (4) monthly installments hereunder) will be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

2.3 Other limitations regarding consideration.

- (a) It is expressly understood that this Agreement in no way obligates the General Fund or any other monies or credits of City.
- (b) City may withhold further payments and allocations if City determines Agency's expenditures deviate from their approved budget subject to §4.1 or if the reports required herein are not submitted in a complete and timely manner.

ARTICLE III USE OF HOTEL TAX REVENUE

3.1 Use of Funds. For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to use such Hotel Tax Revenue for the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms as authorized by Tax Code §351.101(a).

- (a) **Attending Events.** The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City to promote tourism and the convention and hotel industry.

3.2 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in fulfilling a purpose described in §3.1.

3.3 Specific Restrictions on Use of Funds.

- (a) That portion of total administrative costs of Agency for which Hotel Tax Revenue may be used shall not exceed that portion of Agency's administrative costs actually incurred in conducting the activities specified in §3.1.

- (b) Hotel Tax Revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.
- (c) Hotel Tax Revenue may not be spent for the purchase or serving of alcoholic beverages.

ARTICLE IV RECORDKEEPING AND REPORTING REQUIREMENTS

4.1 Budget.

- (a) Before Agreement execution, Agency shall submit to the City Manager of City or the City Manager's designee, an annual budget to be approved by the City Council for each fiscal year, for such Agency operations funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the College Station City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in paragraph 6.2.
- (b) Agency acknowledges that the approval of such budget by the College Station City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax Revenue only in the manner and for the purposes specified in this Agreement, Tax Code §351.101(a), and in the budget as approved by City.

4.2 Separate Accounts. Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

4.3 Financial Records. Agency shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

4.4 Records Inspection. Upon written request of the City Council, City Manager, or their designee; Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other

records relating to this Agreement shall be subject to the Public Information Act, Texas Government Code, Chapter 552, as hereafter amended.

4.5 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report
- (d) Expenditure Report

Agency shall respond promptly to any request from the City Manager of City, or the City Manager's designee, for additional information relating to the activities performed under this Agreement.

4.6 Reports. The Financial Activity Report, Performance Measure Report, Narrative Summary and Expenditure Report shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year.)

4.7 Financial Audit. A copy of the Agency's annual financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.8 Monitor Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how and by whom that review is to be conducted.

4.9 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

4.10 Records Retention. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this three (3)-year period and for as long as the records are retained by Agency.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Appointees. The City shall have the option to recommend three (3) appointees for any vacancy that occurs on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

5.2 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public, including but not limited to the Agency's website.

5.3 Minutes. Agency shall submit Board of Directors meeting and Executive Committee meeting minutes to the City within ten (10) days after approval of the minutes.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins on October 1, 2025, and terminates at midnight on October 31, 2026; however, the program period shall commence on October 1, 2025, and terminate at midnight on September 30, 2026. Only those expenditures authorized by Chapter 351 of the Tax Code which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c)** In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§3.1 through 3.3, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d)** Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1)** Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60)-day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Tax Code and is

within the current contractual period approved budget; the budget will be considered approved.

(2) Within thirty (30) days, a full accounting of all expenditures not previously audited by City.

(3) Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period.

(4) A final accounting of all expenditures and tax funds on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §3.1 and §3.3 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of its breach of this obligation

(3) The failure of Agency to submit a Quarterly Expenditure Report as required by Tax Code §351.101(c) within thirty (30) days from the date City notifies Agency of its breach of this obligation

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating

party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to return, refund and reimburse any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 Agency and funded under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Agency, 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.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Agency, 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 VIII INSURANCE

8.1 The Agency 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 services performed by the Agency, its officers, agents, volunteers, and employees.

8.2 The Agency'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 policies are attached in **Exhibit D**.

During the term of this Agreement Agency's insurance policies shall meet the minimum requirements of this section.

8.3 Types. Agency shall have the following types of insurance:

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

8.4 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 D**; and shall be approved by the City before work begins.
- (c) Agency 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.

8.5 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 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.
- (e) The coverage shall not exclude the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (ensuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

8.6 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 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.

8.7 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 is 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 IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in in this Agreement. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Interest. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services, or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

9.8 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

9.10 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this

Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

9.11 Waiver of Terms. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

9.12 Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

9.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

9.14 Counterparts. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9.15 Invalid Provisions. If any provision of this Agreement 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 Agreement with legal terms and conditions approximating the original intent of the parties.

9.16 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Mary Ellen Leonard
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Arts Council of Brazos Valley
Attn: Leslie Bowlin, CEO
4180 Highway 6 South
College Station, Texas 77845

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed, and a verbal announcement must be made at the time of the activity.

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

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency 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, Agency 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 Agreement against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

9.20 Governmental Immunity. This Agreement is subject to the proper application of the doctrine of governmental immunity.

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

List of Exhibits:

- A. Statement of Financial Position
- B. Narrative Summary of Activity
- C. Performance Measures
- D. Certificates of Insurance

[Signatures on Following Page]

ARTS COUNCIL OF BRAZOS VALLEY

By: Leslie Bowlin

Printed Name: Leslie Bowlin

Title: CEO

Date: 10/7/2025

CITY OF COLLEGE STATION

City Manager

Date: _____

Daron Longoria

City Attorney

Date: 10/13/2025

Jim Foster

Assistant City Manager

Date: 10/7/2025

Exhibit A
Statement of Financial Position

Management Report

The Arts Center of Brazos Valley
For the period ended August 31, 2025



Prepared by
The Bottom Line Corporation

Prepared on
September 29, 2025

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Statement of Activity

October 2024 - August 2025

	Total
REVENUE	
43000 Contributed Income	13,093.80
43100 Membership Dues	
43120 Affiliates Membership	2,700.00
43130 Business Membership	1,000.00
43140 BV Collective Membership	1,050.00
43150 Individual Membership	6,450.00
43160 Artist and Hotels Membership	350.00
Total 43100 Membership Dues	11,550.00
43200 Fundraising Events	
43240 Celebrate the Arts	101,385.00
43245 Celebrate the Arts Scholarship	24,850.00
Total 43240 Celebrate the Arts	126,235.00
43250 Boots & BBQ	4,035.00
43260 Empty Bowls, Jr.	10,495.99
43280 NEW Fundraiser Event	5,376.50
43290 NEW Fundraiser at ACBV Event	6,475.00
Total 43200 Fundraising Events	152,617.49
43300 Government Grants	
43310 Brazos County	12,000.00
43330 College Station	32,083.34
43340 College Station HOT	545,456.80
43350 Navasota HOT	45,979.00
43360 TCA	13,000.00
Total 43300 Government Grants	648,519.14
43400 Foundation & Trust Grants	2,163.56
Total 43000 Contributed Income	827,943.99
44000 Program Service Revenue	
44200 Camps & Workshops	
44220 Children Camps	28,829.07
Total 44200 Camps & Workshops	28,829.07
44300 Classes	175.00
44400 Community Events	3,131.12
Total 44000 Program Service Revenue	32,135.19
45000 Art & Merchandise Sales	5,872.25
46000 Other Revenue	2,184.08
46200 Investments	135.57
46300 Rentals	11,183.80
46400 Miscellaneous Revenue	
46420 Interest Income	11,116.34

	Total
Total 46400 Miscellaneous Revenue	11,116.34
Total 46000 Other Revenue	24,619.79
Discounts given	5.15
PayPal Sales	490.00
Sales	30.11
Uncategorized Income	126.26
Total Revenue	891,222.74
GROSS PROFIT	891,222.74
EXPENDITURES	
60000 Grants & Scholarships	
60100 Grants	
60115 College Station Grants	360,000.00
60120 Navasota Grants	25,623.00
60130 Rural Grants	7,060.00
Total 60100 Grants	392,683.00
60200 Scholarships	16,000.00
Total 60000 Grants & Scholarships	408,683.00
61000 Salaries and Related Expenses	
61100 Salaries & Wages	247,933.47
61200 Employer IRA Contributions	2,370.00
61400 Payroll taxes & fees	21,537.81
61600 Employer Health Ins. Contribution	3,683.76
Total 61000 Salaries and Related Expenses	275,525.04
62000 Fees for Services	
62100 Accounting Fees	23,225.00
62200 Contractor Fee	13,419.50
62400 Marketing Intern & Work Study	7,354.91
62500 Program Intern & Work Study	2,867.50
Total 62000 Fees for Services	46,866.91
63000 Advertising, Printing, Promo.	781.71
63100 HOT Advertising	10,273.09
63200 Local Advertising	17,638.06
63300 Affiliate Advertising	12,126.06
Total 63000 Advertising, Printing, Promo.	40,818.92
64000 Programs	
64010 ART for Life	10,000.00
64040 Camps & Workshops	
64042 Children Camp Expense	5,573.35
Total 64040 Camps & Workshops	5,573.35
64070 Gallery	45,333.70
64080 Public Art	10,979.44
Total 64000 Programs	71,886.49

	Total
65000 Fundraising	100.00
65100 Boots & BBQ	2,325.00
65200 Celebrate the Arts	33,562.16
65300 Empty Bowls, Jr.	826.09
65600 NEW Fundraiser Event	525.04
65700 NEW at ACBV Fundraiser Event	3,427.42
Total 65000 Fundraising	40,765.71
66000 Office Expenses	3,126.28
66100 Information Technology	7,535.79
66200 Postage, Mailing Service	325.40
Total 66000 Office Expenses	10,987.47
68000 Occupancy	
68200 Facilities & Equipment Rental	2,090.19
68300 Insurance	15,619.56
68400 Janitorial	9,485.47
68500 Mortgage Expense	24,212.87
68600 Pest Control	287.48
68700 Repairs & Maintenance	23,579.05
68800 Security	1,517.00
68900 Utilities	21,489.66
Total 68000 Occupancy	98,281.28
69000 Mileage	77.98
69100 Travel & In-Region Mileage	2,587.18
Total 69000 Mileage	2,665.16
80000 Other expenses	
80010 Artist Commission	11,112.61
80020 Bank Charges	2,277.69
80025 PayPal Fees	1,556.73
80027 Stripe Fees	39.81
Total 80020 Bank Charges	3,874.23
80030 Donated Goods and Services	50.00
80050 Investment Losses	341.87
80060 Meals	55.64
80070 Memberships & Dues	877.62
80080 Training & Development	112.09
Total 80000 Other expenses	16,424.06
Uncategorized Expense	2.06
Total Expenditures	1,012,906.10
NET OPERATING REVENUE	-121,683.36
OTHER EXPENDITURES	
90000 Misc. Other Expenses	10,512.69
Prior Period Adjustment	-882.05
Total 90000 Misc. Other Expenses	9,630.64

	Total
Total Other Expenditures	9,630.64
NET OTHER REVENUE	-9,630.64
NET REVENUE	\$ -131,314.00

Statement of Financial Position

As of August 31, 2025

	Total
ASSETS	
Current Assets	
Bank Accounts	
10100 Wells Fargo Business Checking *8775	-500.00
10200 VB - Checking *3808	155,700.42
10210 VB - Savings *3816	4,592.40
10300 PayPal	19,286.21
10500 American Momentum Money Market	2,513.51
10600 American Funds	89,741.56
10800 Community Foundation of BV	11,456.04
Total Bank Accounts	282,790.14
Accounts Receivable	
11000 Accounts Receivable	275.72
11200 Pledges Receivable	0.00
11210 Discount on Pledge Receivable	0.48
Total 11200 Pledges Receivable	0.48
11500 Contributions Receivable	69,999.80
Total 11000 Accounts Receivable	70,276.00
Total Accounts Receivable	70,276.00
Other Current Assets	
12000 Undeposited Funds	4,560.02
12300 Art Inventory	13,149.00
12400 Prepaid Expenses	-1,162.81
Total Other Current Assets	16,546.21
Total Current Assets	369,612.35
Fixed Assets	
14000 Property & Equipment	
14100 Furniture and Equipment	160,565.90
14200 Buildings & Improvements	1,732,733.71
14300 Permanent Collection	657,023.02
14500 Land	392,430.00
14600 Intangibles	20,000.00
14900 Accum Depreciation	-273,659.47
14901 Accum Amortization	-1,666.67
Total 14000 Property & Equipment	2,687,426.49
Total Fixed Assets	2,687,426.49
Other Assets	
18000 Investments/Endowments	0.00
18040 Amarillo National Bank *6163CD	102,078.07
Total 18000 Investments/Endowments	102,078.07

	Total
Total Other Assets	102,078.07
TOTAL ASSETS	\$3,159,116.91
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 Accounts Payable	99,990.09
Total Accounts Payable	99,990.09
Credit Cards	
21000 Wells Fargo Business Card - Boegner	-6.99
21100 VB Credit Card *6140	-34,744.42
21110 VB Credit Card *7825 (*0167)	20,425.75
21120 VB Credit Card (*3592)	17,291.74
Total 21100 VB Credit Card *6140	2,973.07
Total Credit Cards	2,966.08
Other Current Liabilities	
23000 Payroll Liabilities	0.00
23100 Federal Tax Payable	153.54
23200 Texas Unemployment Payable	82.49
23300 Simple IRA Payable	559.16
23500 Guardian Insurance Payable	-201.88
23700 Accrued Compensated Absences	4,029.94
Total 23000 Payroll Liabilities	4,623.25
25000 Deferred Income	56,650.14
26200 Due to COCS- Reimbursements	-42.88
26300 Due to COB - Reimbursements	-3,000.00
28000 Sales Tax Payable	0.00
28100 Sales Tax Payable - Current	74.67
Total 28000 Sales Tax Payable	74.67
Total Other Current Liabilities	58,305.18
Total Current Liabilities	161,261.35
Long-Term Liabilities	
29300 NP - Vera Bank	575,585.12
29900 Northgate Sculpture Fund	63,750.00
Total Long-Term Liabilities	639,335.12
Total Liabilities	800,596.47
Equity	
31000 Net Assets - Donor Restricted	567,588.00
32000 Unrestricted Net Assets	1,922,246.44
Net Revenue	-131,314.00
Total Equity	2,358,520.44
TOTAL LIABILITIES AND EQUITY	\$3,159,116.91

Exhibit B
Narrative Summary of Activity Report

Exhibit C
Performance Measures

Exhibit D
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/25/2025

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	Wm. Albert Miller Agency 220 E. Washington Avenue P. O. Drawer 31 Navasota TX 77868	CONTACT NAME: Bert Miller PHONE (A/C, No., Ext): (936) 825-6789 E-MAIL ADDRESS: bertmiller@milleragencyinc.com FAX (A/C, No.): (936) 825-6790
INSURED	Arts Council Brazos Valley The Arts Center PO Box 10626 College Station TX 77842-	INSURER(S) AFFORDING COVERAGE INSURER A: Markel Insurance Co INSURER B: Philadelphia Indemnity Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC		PHPK2656997-012	02/16/2025	02/16/2026	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		PHPK2656997-012	02/16/2025	02/16/2026	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 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	MWC0045351-13	02/16/2025	02/16/2026	☒ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Property		PHPK2656997-012	02/16/2025	02/16/2026	Business Property 95,000 Collections-others 300,000 Collections- ACBV 100,000

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

Certificate holder listed as additional insured and waiver of subrogation with regard to general liability and workers compensation coverages. GL coverage is primary & non-contributory and 30-day notice of cancellation applies.

CERTIFICATE HOLDER**CANCELLATION**

AI 002351

City of College Station Risk Management Department PO Box 9960 College Station TX 77842-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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October 23, 2025

Item No. 7.8.

Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Bryan/College Station Chamber of Commerce for FY26 in the amount of \$25,000.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Bryan/College Station Chamber of Commerce for FY26 in the amount of \$25,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2025-2026 budget process the City Council approved funding for the Bryan/College Station Chamber of Commerce in the amount of \$25,000 for the annual banquet and Economic Outlook Conference.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2025-2026 General Fund.

Attachments:

1. Chamber of Commerce FY26 Funding Agreement



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300015 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: City of College Station Funding Agreement for payment and and us of General Funds with Bryan/College Station Chamber of Commerce

Name of Contractor: Brazos Valley Chamber of Commerce

CONTRACT TOTAL VALUE: \$ 25,000.00 **Grant Funded** Yes ☐ No ☒
If yes, what is the grant number:

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

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

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

Funding for this contract is available in the FY26 budget - General Fund - Budget Code: 10019100-6720

(If required)*
CRC Approval Date*: N/A **Council Approval Date*:** 10/23/25 **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>Mary Ellen Leonard</u>	<u>10/13/2025</u>
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT	DATE
<u>[Signature]</u>	<u>10/13/2025</u>
ASST CITY MGR – CFO	DATE
<u>Daron Longoria</u>	<u>10/13/2025</u>
LEGAL DEPARTMENT	DATE

APPROVED & EXECUTED

<u> </u>	<u> </u>
CITY MANAGER	DATE
<u>N/A</u>	<u>N/A</u>
MAYOR (if applicable)	DATE
<u>N/A</u>	<u>N/A</u>
CITY SECRETARY (if applicable)	DATE

9.12.23 UPDATED

**CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF GENERAL FUNDS WITH BRYAN/College Station
CHAMBER OF COMMERCE D/B/A BRYAN/COLLEGE STATION CHAMBER OF
COMMERCE**

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”) and the **BRYAN/COLLEGE STATION CHAMBER OF COMMERCE D/B/A BRYAN/COLLEGE STATION CHAMBER OF COMMERCE**, a Texas Non – Profit Corporation (“Agency”).

WHEREAS, Agency’s mission is to enhance the economic well-being of the businesses of the community, and

WHEREAS, the City desires to assist Agency by providing funding under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Bryan/College Station Chamber of Commerce d/b/a Bryan/College Station Chamber of Commerce, a Texas Non-Profit Corporation.

1.2 City means the City of College Station, County of Brazos, and the State of Texas.

1.3 Contract Quarter means any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency’s work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

1.9 Reimbursement Request Form means the form documenting and certifying expenses incurred within each quarterly reporting period by Agency to be submitted to the City on the form attached herein as **Exhibit E**.

ARTICLE II STATEMENT OF WORK

2.1 Agency will provide events throughout the fiscal year, including the Economic Outlook Conference and Annual Banquet, at local hotel and conference facilities. Costs associated with these events related to the hotel and conference facilities and the promotion of these facilities will be eligible for reimbursement. Eligible expenses shall include rental of hotel and conference facilities as well as catering costs associated with these events.

- a. In addition to events listed in 2.1 Agency will also provide the benefits listed in **Exhibit F** of this Funding Agreement.

2.2 Attending Events. The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

ARTICLE III PAYMENT

3.1 For and in consideration of the activities satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **TWENTY-FIVE THOUSAND DOLLARS AND NO/100 CENTS (\$25,000.00)** from the City's General Fund. The appropriated funds shall be used during the period of **October 1, 2025, to September 30, 2026**. Payment will be considered for reimbursement provided the following:

- a. the City receives the Reimbursement Request Form, and.
- b. funds are available. Payment will be made annually as a reimbursement for services and expenditures already incurred by Agency. Agency shall submit its application for reimbursement to the City, along with supporting documentation and the City shall reimburse Agency for its services no later than thirty (30) calendar days from the date of the City's receipt and the City's approval of the application for reimbursement.

- c. No funds will be reimbursed until City receives the Reimbursement Request Form along with all required receipts, bills, payroll records, canceled checks and other proofs of expenditures, as determined by City, in its sole discretion. The final request for reimbursement must be received by City on or before September 30, 2025. After that date, unexpended funds may be reallocated. Unexpended funds will remain in the possession of the City.

3.2 City may withhold further payments and allocations if City determines Agency's expenditures materially deviate from their Statement of Work or if reports required herein are not submitted in a complete and timely manner.

ARTICLE IV RECORDS AND REPORTS

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Reports. The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th April 30th; July 30th, and October 30th of each contract year).

4.6 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.8 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

5.3 Appointees. The City shall have the option to recommend up to three (3) appointees for any vacancies that occur on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins October 1, 2025, and terminates at midnight October 31, 2026. However, the program period shall begin October 1, 2025, and terminates at midnight September 30, 2026. Only those expenditures authorized under the Statement of Work, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) **For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) **Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c) In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d) Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1) Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City
 - (2) Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period
 - (3) A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

- (a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:
 - (1) The termination of the legal existence of Agency.
 - (2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.
- (b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach.

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 Agency and funded under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Agency, 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.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Agency, 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 VIII INSURANCE

8.1 The Agency 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 services performed by the Agency, its officers, agents, volunteers, and employees.

8.2 The Agency'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 policies are attached in **Exhibit D**.

During the term of this Agreement Agency's insurance policies shall meet the minimum requirements of this section.

8.3 Types. Agency shall have the following types of insurance:

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

8.4 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 D**; and shall be approved by the City before work begins.
- (c) Agency 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.

8.5 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 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.
- (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.

8.6 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 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.

8.7 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 IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

9.8 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

9.10 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

9.11 Waiver of Terms. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

9.12 Agreement Read. The parties acknowledge that they have read, understand and intend to be bound by the terms and conditions of this Agreement.

9.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

9.14 Counterparts. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9.15 Invalid Provisions. If any provision of this Agreement 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 Agreement with legal terms and conditions approximating the original intent of the parties.

9.16 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises,

or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Mary Ellen Leonard
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Bryan/College Station Chamber of Commerce
Attn: Glen Brewer, President/CEO
P.O. Box 3579
Bryan, Texas 77805

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed and a verbal announcement must be made at the time of the activity.

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

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency 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, Agency 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 Agreement against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

9.20 Governmental Immunity. This Agreement is subject to the proper application of the doctrine of governmental immunity.

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

- A.** Statement of Financial Position
- B.** Narrative Summary of Activity
- C.** Performance Measures
- D.** Certificates of Insurance
- E.** Reimbursement Request Form
- F.** Additional Benefits

By: Glen Brewer

Printed Name: Glen Brewer

Title: President & CEO

Date: 10/12/2025

City Manager
Date: _____

Aaron Longoria

City Attorney
Date: 10/13/2025

Jim Caste

Assistant City Manager
Date: 10/13/2025

EXHIBIT A
Statement of Financial Position

Bryan/College Station Chamber of Commerce

Balance Sheet

As of August 31, 2025

	Aug 31, 25
ASSETS	
Current Assets	
Checking/Savings	
Extraco Trust Account	77,682.42
Truist MM - 3.01% APY	74,723.90
Prosperity Bank CD	265,756.19
ANB MM - 2.02% APY	90,653.83
Extraco Savings Account	123.73
Frost Bank MM	156,843.41
Petty Cash	1,608.87
American Momentum CD	110,776.44
Extraco Bank CD	187,569.30
Guaranty Bank & Trust CD	108,912.12
FFIN - Building Fund .50% IR	2,608.26
First Financial-Operating	790,035.44
First Financial-Payroll Act	1,000.00
Total Checking/Savings	1,868,293.91
Total Current Assets	1,868,293.91
Fixed Assets	
Building	141,428.80
Land	710,130.25
Fixed Assets	
Furniture and Equipment	128,931.56
Leasehold Improvements	255,820.00
Accumulated Depreciation	-301,383.00
Total Fixed Assets	83,368.56
Total Fixed Assets	934,927.61
TOTAL ASSETS	2,803,221.52
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Due To/From YPA	-1.00
Deferred Rev - LBAA Reunion	16,500.00
Deferred Revenue	
BSWH	
Annual Banquet Sponsor	1,500.00
LB Tuition	1,000.00
EOC Sponsor	2,500.00
JLB Student Sponsorship	500.00
Total BSWH	5,500.00
St. Joe's Health	
Health and Wellness Event	5,000.00
Annual Banquet Table of 10	1,200.00
EOC Briefing Table Sponsor	400.00
Total St. Joe's Health	6,600.00
Capital Farm Credit	
Ag Breakfast	1,500.00
Annual Banquet Table	1,000.00
Total Capital Farm Credit	2,500.00
Guaranty Bank & Trust	
Annual Banquet Table	900.00
Total Guaranty Bank & Trust	900.00
Amarillo National Bank	

Bryan/College Station Chamber of Commerce

Balance Sheet

As of August 31, 2025

	Aug 31, 25
Annual Banquet Sponsorship	1,000.00
Total Amarillo National Bank	1,000.00
TAMU Funding	
Contract Funding	11,185.00
Membership Break/Lunch	3,000.00
Annual Banquet	1,200.00
EOC Sponsor	2,000.00
B/CS Day - Austin Trip	-1,000.00
YTC - Title Sponsor	2,500.00
Discretionary	585.00
Total TAMU Funding	19,470.00
Def Revenue-Biz After Hours	1,000.00
Def Revenue-Leadership Brazos	500.00
Def Revenue Golf Spons.	21,800.00
Def Revenue Lobsterfest Spons	10,500.00
Def Revenue Health&Well Lunch	2,500.00
Def Revenue Special Events	100.00
Def Revenue Career Fair	500.00
Def-Ag Breakfast	500.00
Def Revenue-Unassigned	2,560.00
Deferred Revenue - Other	100.00
Total Deferred Revenue	76,030.00
Payroll Liabilities.	
United Way Contribution Payable	1,000.00
SUI Tax Payable	5.04
Pension Contribution Payable	5,504.69
Payroll Liabilities	241.98
FUTA Tax Payable	7.91
Total Payroll Liabilities.	6,759.62
Accrued Office Expense	1,960.24
Due To LBAA	-2,609.36
Total Other Current Liabilities	98,639.50
Total Current Liabilities	98,639.50
Total Liabilities	98,639.50
Equity	
Facility Reserves	28,925.49
General Unrestricted	2,329,678.05
Net Income	345,978.48
Total Equity	2,704,582.02
TOTAL LIABILITIES & EQUITY	2,803,221.52

Bryan/College Station Chamber of Commerce

Profit & Loss

October 2024 through August 2025

	Oct '24 - Aug 25
Ordinary Income/Expense	
Income	
LBAA Anniversary	
LBAA Anniv. Event	27,055.00
Total LBAA Anniversary	27,055.00
Contract Income	29,150.00
Annual Banquet Revenues	
Banquet Sponsorship	16,900.00
Banquet Table Sales	52,470.00
Banquet Ticket Revenue	4,700.00
Total Annual Banquet Revenues	74,070.00
Economic Outlook Conf Revenues	102,990.00
Founder's Night Revenue	
Founder's Night Admiss Revenue	5,585.04
Founder's Night Other Revenue	925.00
Founder's Night Sponsorship	49,014.96
Total Founder's Night Revenue	55,525.00
Glen Shepherd Seminar Revenues	18,518.00
Golf Tournament Revenues	
Golf Other Revenue	200.00
Golf Sponsorship	50,213.28
Prior Year Golf Tourney	4,174.00
Total Golf Tournament Revenues	54,587.28
Governmental Affairs Revenues	
B/CS Day (Austin/DC)	98,460.00
Gvnmt Affairs Sponsorship	12,500.00
Total Governmental Affairs Revenues	110,960.00
Job Fair Revenues	
Job Fair Booth Fees	5,250.00
Job Fair Other Revenue	20.00
Job Fair Sponsorship	500.00
Total Job Fair Revenues	5,770.00
Leadership Div Revenues	
Jr LB Banquet Revenue	300.00
Jr LB Other Revenue	435.00
Jr LB Sponsorship Grants	27,015.00
Jr LB Tuition Fees	1,800.00
LB Other Revenue	1,373.00
LB Tuition Fees	37,259.21
Total Leadership Div Revenues	68,182.21
Lobsterfest Revenues	
Lobsterfest Admissions	150.00
Lobsterfest Sponsorship	12,500.00
Prior Year LobsterFest	8,600.00
Total Lobsterfest Revenues	21,250.00
Membership Directory Revenues	
Directory Ad Revenue	18,900.00
Directory Add'l List Revenue	2,250.00
Mobile Upgrade Sales	5,050.00
Total Membership Directory Revenues	26,200.00
Membership Recruitment	
Membership Drive Sales	14,502.50

11:26 AM

09/25/25

Cash Basis

Bryan/College Station Chamber of Commerce**Profit & Loss****October 2024 through August 2025**

	Oct '24 - Aug 25
Total Membership Recruitment	14,502.50
New Membership Sales Revenue	
New Dues-Sales	44,550.00
Total New Membership Sales Revenue	44,550.00
Other Community Devlpmt Act Rev	
AG Breakfast Revenue	21,580.00
AG Buying Group/Crawfish Boil	55,484.00
Career Fair Revenue	11,045.00
Water Cooler 5K	16,200.00
Total Other Community Devlpmt Act Rev	104,309.00
Other Membership Act Revenues	
Ambassador Revenue	3,894.50
Biz After Hours Sponsorship	18,000.00
Deluxe Ribbon Cutting	33,865.00
Inner Circle Fees	108.00
Inner Circle Sponsor	4,687.50
Insider Report Advertising	2,474.00
Mem Break/Lunch Revenue	55,680.00
Member product Sponsorship	2,000.00
New Member Orientation Sponsor	3,000.00
Newsletter Advertising Revenue	12,570.00
Web Site Advertising Revenue	1,915.00
Website Enhancement	300.00
Total Other Membership Act Revenues	138,494.00
Other Revenues	
Certificates of Origin	811.00
Interest/Royalty Revenue	20,148.63
Other Income	14,173.61
Total Other Revenues	35,133.24
Other Special Project Revenues	
Special Events Registration	520.00
Special Events Sponsorship	15,900.00
Total Other Special Project Revenues	16,420.00
Renewal Dues	456,723.90
Taste of Aggieland Revenues	
TOA/Admission Fees	23,367.82
TOA/Booth Revenue	4,900.00
TOA/Sponsorship Revenue	24,500.00
TOA/Taxable Drinks	522.67
TOAOther Revenue	470.00
Total Taste of Aggieland Revenues	53,760.49
Tourism Revenues	
Tourism Funding/Bryan	7,500.00
Tourism Funding/College Station	25,000.00
Total Tourism Revenues	32,500.00
Total Income	1,490,650.62
Gross Profit	1,490,650.62
Expense	
LBAA Anniversary Expenses	
LBAA Anniv. Event Expense	13,936.16
Total LBAA Anniversary Expenses	13,936.16

Bryan/College Station Chamber of Commerce

Profit & Loss

October 2024 through August 2025

	Oct '24 - Aug 25
HOA Assessment	1,305.96
Annual Banquet Expenses	
Annual Banquet/Other Exp	29,736.37
Total Annual Banquet Expenses	29,736.37
Bank Charges/Note Payments	
Credit Card Fees	16,612.33
Interest Exp	283.75
Bank Charges/Note Payments - Other	865.80
Total Bank Charges/Note Payments	17,761.88
Economic Outlook Conf Expenses	
Econ Outlook Conf/Other Exp	27,205.23
Total Economic Outlook Conf Expenses	27,205.23
Founder's Night Expenses	
Founder's Night/Other Expenses	9,454.93
Founder's Night/Postage	560.33
Total Founder's Night Expenses	10,015.26
Glen Shepherd Seminar Expenses	15,682.06
Golf Tournament Expenses	
Golf Tourney/Other Exp	3,242.43
Total Golf Tournament Expenses	3,242.43
Governmental Affairs Expenses	
B/CS Day Exp	66,393.17
Govmt'I Aff/Meals and Ent	325.13
Govmt'I Aff/Other Exp	20,936.23
Total Governmental Affairs Expenses	87,654.53
Job Fair Expenses	
Job Fair/Other Exp	51.03
Total Job Fair Expenses	51.03
Leadership Div Expenses	
Jr LB/Meals	12,594.94
Jr LB/Other Exp	4,549.93
LB/Meals	1,418.42
LB/Other Exp	9,290.49
LBAA/Meals	24.03
Total Leadership Div Expenses	27,877.81
Lobster Fest Expenses	
LobsterFest/Other Exp	886.25
Total Lobster Fest Expenses	886.25
Membership Directory Expenses	
Directory/Other Exp	15,110.55
Directory/Postage	2,554.50
Total Membership Directory Expenses	17,665.05
Other Community Devlpmt Act Exp	
AG Breakfast Exp	4,786.42
AG Buying Group	54,437.79
Career Fair Exp	7,691.85
Community Devlpmt/Other Exp	4,102.17
Community Devlpmt/Meals	195.21
Water Cooler 5K Exp	2,923.29
Total Other Community Devlpmt Act Exp	74,136.73

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09/25/25

Cash Basis

Bryan/College Station Chamber of Commerce

Profit & Loss

October 2024 through August 2025

	Oct '24 - Aug 25
Other Membership Act Expenses	
Ambassador/Meals	1,991.11
Ambassador/Other Exp	723.85
Inner Circle/Other Exp	1,193.65
M'ship Break/Lunch/Other Exp	666.31
Membership/Meals	52.70
Membership/Other Exp	437.01
Newsletter/Other Exp	14,142.63
Newsletter/Postage	4,491.81
Total Other Membership Act Expenses	23,699.07
Other Operating Expenses	
Rent-Twin City Properties	38,500.00
Audit/Legal/Professional	38,908.19
Board Exp	1,321.25
Board exp-meals	771.83
Director/Officer Liability Ins	1,745.00
Equipment and Fixture Purchase	7.00
Equipment Lease Exp	7,352.70
Equipment Repair/Maintenance	40.79
Events/Activities	649.68
Executive Conferences	3,830.54
Fees Expense	105.11
Internet Exp	3,524.09
Janitorial Expense	1,527.04
Kitchen Supplies	343.00
Meals and Entertainment	4,005.47
Office Supplies	4,789.53
Postage	
Core Servs/Postage	369.23
Postage Purchase Pool	2,263.77
Total Postage	2,633.00
Property Tax Exp	260.03
Property/Casualty Ins	4,396.00
Software/Technical Support	18,745.60
Staff Mileage	
Core Servs/Staff Mileage	7,650.61
Total Staff Mileage	7,650.61
Subscriptions/Dues Exp	9,866.18
Sympathy/Recognition Exp	48.44
Telephone Exp	2,248.45
Workmen's Comp Ins Exp	1,184.00
Total Other Operating Expenses	154,453.53
Other Special Project Expenses	
Special Events/Other Exp	7,323.20
Total Other Special Project Expenses	7,323.20
Salaries and Benefits Expenses	
Bonuses	33,712.72
Commissions	18,792.75
Dental Insurance	
Contra-WH Dent Ins	-446.64
Emp And Dep Dent Ins	3,081.45
Total Dental Insurance	2,634.81
Fringe Benefits incl. in Emp W2	0.00
FUTA Tx Exp	378.00
Health Insurance	
Contra-WH Dep Ins	-8,930.10

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09/25/25

Cash Basis

Bryan/College Station Chamber of Commerce

Profit & Loss

October 2024 through August 2025

	Oct '24 - Aug 25
Emp and Dep Hth Ins	63,868.16
Total Health Insurance	54,938.06
Vision	
Contra-WH Dep. ins	-70.08
Emp and Dep Vision Ins	698.42
Total Vision	628.34
Life and STD Insurance	
Contra-WH Lf STD LTD	-351.48
Life ADD STD LTD	8,360.87
Total Life and STD Insurance	8,009.39
Medicare Tx Exp	6,967.24
Pension Plan Contr	30,975.36
Sal and Wages	403,886.92
Sick Pay	4,196.75
Social Security Tx Exp	29,790.96
SUI Tx Exp	202.51
Vacation Pay	17,642.22
Total Salaries and Benefits Expenses	612,756.03
Taste of Aggieland Expenses	
TOA/Meals	48.66
TOA/Other Auction	500.00
TOA/Other Exp	22,904.07
Total Taste of Aggieland Expenses	23,452.73
Total Expense	1,148,841.31
Net Ordinary Income	341,809.31
Other Income/Expense	
Other Income	
Civics Bee	4,169.17
Civics Bee Designated Funds	0.00
Total Other Income	4,169.17
Net Other Income	4,169.17
Net Income	345,978.48

EXHIBIT B
Narrative Summary of Activity Report

EXHIBIT C
Performance Measures

EXHIBIT D
Certificates of Insurance



BRYACOL-04

BDREIER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2025

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 Dexter & Company of Central Texas, Inc. 4030 Highway 6 S. Ste. 310 College Station, TX 77845	CONTACT NAME: Breanna Dreier-Gligoor	
	PHONE (A/C, No, Ext): (979) 764-8444 FAX (A/C, No): (979) 694-7603	
	E-MAIL ADDRESS: bdreier@dextercompany.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Allmerica Financial Benefit Insurance Company	41840
	INSURER B : Chubb Indemnity Insurance Company	12777
	INSURER C : Philadelphia Insurance Company	
	INSURER D : ACE American Insurance Company	22667
	INSURER E :	
	INSURER F :	

INSURED

Bryan College Station Chamber of Commerce
1733 Briarcrest Dr. Ste 200
Bryan, TX 77802

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 ☐ PRO-JECT ☐ LOC OTHER:			Z2DH877593	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			Z2DH877593	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$			Z2DH877593	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	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	71776505	5/1/2025	5/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Directors & Officers			PHSD1800609-006	7/1/2025	7/1/2026	1,000,000
D	Cyber Liability			D94684377	1/1/2025	1/1/2026	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 an additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy also has Primary and Non-Contributory wording.

The Worker's Compensation policy includes a blanket Waiver of Subrogation to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY Dexter & Company of Central Texas, Inc.		NAMED INSURED Bryan College Station Chamber of Commerce 1733 Briarcrest Dr. Ste 200 Bryan, TX 77802
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The Umbrella Policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

REIMBURSEMENT REQUEST FORM

CITY OF COLLEGE STATION

GENERAL FUND FUNDING REQUEST

AGENCY:			
CONTRACT EXPENSES:	BUDGETED	CURRENT REQUEST	YEAR TO DATE REQUESTED
	\$	\$	\$
(INVOICES OR ACCEPTABLE ALTERNATIVE DOCUMENTATION MUST BE SUBMITTED)			
TOTAL	\$	\$	\$
REIMBURSEMENT REQUEST		\$	
EXPENSES FOR THE PERIOD OF:			
AMOUNT REMAINING IN FUNDING AGREEMENT	\$		

I hereby request reimbursement for approved program expenses to date in the amount of \$ _____. I certify that the request for reimbursement submitted is accurate and in accordance with the approved funding agreement.

Signature of Authorized Agency Contact

Date

Agency's Certification and Reimbursement Request Form	
Agency Name	Contract #
Program Name	
Name of Agency Contact	Agency's Address
I. Agency's Certification and Reimbursement Request	
I hereby certify: ☐ The information presented on this form is true and complete to the best of my knowledge; ☐ All programs and services have been executed in accordance with the terms and requirements of the contract; ☐ All expenses for which payment is being requested herein were incurred by the above-referenced program(s); ☐ All approved Board minutes and agendas have been received by the Budget and Financial Reporting Department; ☐ All signed and dated Financial Activity Reports, Narrative Reports, Performance Measures and Expenditure Reports have been received by the Budget and Financial Reporting Department; ☐ All supporting documentation to substantiate this request has been received by the Budget and Financial Reporting Department. ☐ The agency is in full compliance with the terms and conditions of the above referenced contract. I hereby request reimbursement for approved program expenses to date in the amount of \$ _____. Signature of Agency Contact Date	
II. Contract Manager's Certification	
I have reviewed the documents submitted for the _____ quarter by the above-referenced agency and agree that all services and expenditures have been satisfactorily completed in accordance with all applicable requirements and terms of the above referenced contract number. I hereby approve payment to the agency in the amount of \$_____. Signature of Contract Manager Date	
III. Budget Manager's Certification	
I hereby approve payment to the agency in the amount of \$_____. Signature of Budget Manager Date	

Exhibit F

List of Additional Benefits

Agency shall provide the following to City:

1. Annual Banquet

- City shall be listed as title sponsor on all media, invitation, and signage at event.
- Chamber shall provide table of 12, front and center at event.
- Mayor and spouse shall be seated at head table.
- Mayor shall introduce keynote speaker.

2. Economic Outlook Conference

- City shall be listed as hospitality sponsor on all media, invitation, notebook, and signage at event.
- Chamber shall provide table of 8 front and center at event and luncheon.
- Mayor will be seated at head table or speakers table at luncheon if such tables are provided.
- Mayor will be provided an opportunity to make remarks at the beginning of the event.

3. Membership /Membership Listing

- Chamber shall provide 1 Platinum Membership valued at \$2,130 at Silver Membership rate of \$720.
- Chamber shall provide the following listings in Annual Directory:
 - City of College Station City Council (John Nichols, Mayor)
 - City of College Station (Bryan Woods, City Manager)
 - City of College Station Parks and Recreation (Kelsey Heiden, Parks and Recreation Director) Listed under Event Facilities and Recreation
 - College Station Utilities (Glenn Gavit, Electric Utility Director; Gary Mechler, Water Services Director) Listed under Utilities

4. Leadership Brazos

- Chamber shall provide \$1,000 to be used for scholarships to City employee(s) selected through the normal selection process.

5. Legislative Affairs

- Chamber shall include 4 attendees on legislative trip to Austin (not including accommodations), list City as a sponsor, and include signage acknowledging sponsorship at reception.
- Chamber shall include 2 attendees on trip to Washington DC
 - Airfare and accommodations will not be paid by the Chamber.
 - Chamber will pay for meals provided to the group, and transportation to and from the airport and any other activity requiring transport.

6. Advertising

- Chamber shall provide a full-page ad in the Annual Directory at either the inside front cover or inside back cover.

October 23, 2025

Item No. 7.9.

Presentation, discussion, and possible action on a funding agreement between the City of College Station and Keep Brazos Beautiful for FY26 in the amount of \$49,230.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and Keep Brazos Beautiful for FY26 in the amount of \$49,230.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2025-2026 budget process the City Council approved funding for Keep Brazos Beautiful in the amount of \$49,230.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2025-2026 Solid Waste Fund: \$34,990 is to be used for the operations and maintenance, and \$14,240 is to be used for reimbursable expenses for community enhancement projects, events administered by Keep Brazos Beautiful, such as their Annual Awards Gala, Texas Trash-Off and other public landscape and litter-abatement projects.

Attachments:

1. FY26 Funding Agreement Keep Brazos Beautiful



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26800020 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: City of College Station Funding Agreement for Payment and use of Solid Waste Funds with Keep Brazos Beautiful

Name of Contractor: Keep Brazos Beautiful, Inc.

CONTRACT TOTAL VALUE: \$ 49,230.00 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

Funding for this contract is available in the FY26 budget - Solid Waste Fund - Budget Code: 52149100-6720

(If required)*
CRC Approval Date*: N/A **Council Approval Date*:** 10/23/25 **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

Mary Ellen Leonard
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT

10/8/2025
DATE

[Signature]
ASST CITY MGR – CFO

10/8/2025
DATE

[Signature]
LEGAL DEPARTMENT

10/8/2025
DATE

APPROVED & EXECUTED

CITY MANAGER

DATE

N/A

N/A

MAYOR (if applicable)

DATE

N/A

N/A

CITY SECRETARY (if applicable)

DATE

**CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF SOLID WASTE FUNDS WITH
KEEP BRAZOS BEAUTIFUL, INCORPORATED**

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”) and the **KEEP BRAZOS BEAUTIFUL, INC** a Texas Non – Profit Corporation (“Agency”).

WHEREAS, City has the objective of improving the environment of the community via litter abatement, beautification, and public education; and

WHEREAS Agency through its purpose shares this common goal with the City; and

WHEREAS the City desires to assist Agency in providing litter abatement and community enhancement efforts; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree, and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means Keep Brazos Beautiful, Incorporated, a Texas Non-Profit Corporation.

1.2 City means the City of College Station, County of Brazos, and the State of Texas.

1.3 Contract Quarter means any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements, and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency’s work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

ARTICLE II STATEMENT OF WORK

2.1 Agency shall promote and facilitate activities that enhance the beautification of the local area through education, community events, and litter abatement programs in the City of College Station. Agency agrees that no more than **THIRTY-FOUR THOUSAND NINE HUNDRED AND NINETY DOLLARS AND NO/100 DOLLARS (\$34,990.00)** from the City of College Station shall be spent for general operations of Agency to conduct such programs.

2.2 Agency shall provide pass-through funding for the Community Enhancement Grant, which includes several events and public landscape projects. Event and project proposals shall be submitted to City in writing for approval. Upon written approval from City, Agency shall implement and complete the Community Enhancement project according to the requested timeline. Agency agrees that no more than **FOURTEEN THOUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS (\$14,240.00)** from the City of College Station shall be spent for Community Enhancement projects. Agency shall implement the following projects:

(a) **TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$2,500.00)** of Community Enhancement funding shall be used to support contracted commitments of community enhancement to local gateways, parks, and other projects. Agency shall coordinate and obtain approval of each project from the City Manager or his delegate prior to implementing project. Such projects shall be submitted for approval as stated in 2.2 above.

(b) **TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00)** of Community Enhancement funding shall be used for the purchase of supplies, equipment, and services for the annual Don't Mess With Texas Trash-Off event.

(c) **FIVE THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$5,740.00)** of Community Enhancement funding will be used to support the Annual Awards Gala and scholarship luncheon through event sponsorship and table purchase for City staff and award recipients.

(d) **FOUR THOUSAND AND NO/100 DOLLARS (\$4,000.00)** of Community Enhancement funding will be used for the purchase of supplies, equipment, and services for the Wildflower Seeds project.

2.3 Attending Events. The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

ARTICLE III PAYMENT

3.1 For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **FOURTY-NINE THOUSAND TWO HUNDRED AND THIRTY AND NO/100 DOLLARS (\$49,230.00)** to be paid as follows:

(a) The total amount of **THIRTY-FOUR THOUSAND NINE HUNDRED AND NINETY DOLLARS AND NO/100 DOLLARS (\$34,990.00)** shall be paid from the City's Solid Waste Fund for the general operations of Agency. Payments will be made in four (4) quarterly installments of **\$8,747.50**. These appropriated funds shall be used during the period of October 1, 2025, to September 30, 2026.

(b) The total amount of **FOURTEEN THOUSAND TWO HUNDRED FORTY AND NO/100 DOLLARS (\$14,240.00)** shall be paid from the City's Solid Waste Fund for Community Enhancement Projects approved in writing in advance by City:

(1) Agency shall submit invoice to City requesting payment for public landscape and community enhancement projects. Payment(s) shall be made within thirty (30) days of receipt of invoice.

(2) Agency shall submit invoice to City requesting payment for the purchase of supplies, equipment, and services for the Don't Mess With Texas Trash-Off event. Payment shall be made within thirty (30) days of receipt of invoice.

(3) Agency shall submit invoices to City requesting payment for Annual Awards Gala related expenditures. Payment shall be made within thirty (30) days of receipt of invoice.

(4) Agency shall submit invoices to City requesting payment for Wildflower Seeds project related expenditures. Payment shall be made within thirty (30) days of receipt of invoice.

3.2 Funding will also be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, October 30th of each contract year).

3.3 City may withhold further payments and allocations if City determines Agency's expenditures materially deviate from their Statement of Work or if reports required herein are not submitted in a complete and timely manner.

3.4 Other limitations regarding consideration.

(a) It is expressly understood that this contract in no way obligates the General Fund or any other monies or credits of City.

(b) City may withhold further allocations if City determines that Agency's expenditures deviate materially from their Statement of Work or if the reports required herein are not submitted in a complete and timely manner.

(c) Funding from the City may not be spent for the purchase or serving of alcoholic beverages.

ARTICLE IV RECORDS AND REPORTS

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files, or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files, or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended.

4.4 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Reports. The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

4.6 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.8 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time, and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

5.3 Appointees. The City shall have the option to recommend up to three (3) appointees for any vacancies that occur on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins October 1, 2025, and terminates at midnight October 31, 2026. However, the program period shall begin October 1, 2025, and terminates at midnight September 30, 2026. Only those expenditures authorized under the Statement of Work, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.

- (c) In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d) Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1) Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City
 - (2) Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period
 - (3) A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

- (a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:
 - (1) The termination of the legal existence of Agency.
 - (2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.
- (b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:
 - (1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach.
 - (2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 Agency and funded under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Agency, 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.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Agency, 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 VIII INSURANCE

8.1 The Agency 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 services performed by the Agency, its officers, agents, volunteers, and employees.

8.2 The Agency'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 policies are attached in **Exhibit D**.

During the term of this Agreement Agency's insurance policies shall meet the minimum requirements of this section.

8.3 Types. Agency shall have the following types of insurance:

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

8.4 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 D**; and shall be approved by the City before work begins.
- (c) Agency 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.

8.5 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 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.
- (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.

8.6 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 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.

8.7 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 is 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 IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee, or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services, or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

9.8 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

9.10 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

9.11 Waiver of Terms. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

9.12 Agreement Read. The parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

9.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

9.14 Counterparts. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9.15 Invalid Provisions. If any provision of this Agreement 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 Agreement with legal terms and conditions approximating the original intent of the parties.

9.16 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein.

Each party has the right to change its business address by giving at least thirty (30) days in advance written notice of the change to the other party.

City:

City of College Station
Attn: Mary Ellen Leonard
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Keep Brazos Beautiful, Incorporated
Attn: J. Brooke Arellano, Executive Director
1713 Broadmoor Drive Suite 302
Bryan, TX 77802

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed, and a verbal announcement must be made at the time of the activity.

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

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency 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, Agency 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 Agreement against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

9.20 Governmental Immunity. This Agreement is subject to the proper application of the doctrine of governmental immunity.

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

List of Exhibits:

- A. Statement of Financial Position
- B. Narrative Summary of Activity
- C. Performance Measures
- D. Certificates of Insurance

KEEP BRAZOS BEAUTIFUL, INC

By: J. Brooke Arellano

Printed Name: J. Brooke Arellano

Title: Executive Director

Date: 10/8/2025

CITY OF COLLEGE STATION

City Manager

Date: _____

Arnon Longoria

City Attorney

Date: 10/8/2025

Jim Gusto

Assistant City Manager

Date: 10/8/2025

EXHIBIT A
FINANCIAL ACTIVITY REPORT

Balance Sheet

As of September 29, 2025

	Total
ASSETS	
Current Assets	
Bank Accounts	
Cash - Wells Fargo checking	0.00
Prosperity Bank Checking - 8571	10,354.85
Prosperity Bank MMA - 2504	94,588.30
Total Bank Accounts	104,943.15
Accounts Receivable	
Accounts Receivable	-900.00
Total Accounts Receivable	-900.00
Other Current Assets	
1499 Undeposited Funds	0.00
Total Other Current Assets	0.00
Total Current Assets	104,043.15
Fixed Assets	
Furniture and equipment	0.00
Accumulated Depreciation	-7,202.00
Original Cost	7,202.00
Total Furniture and equipment	0.00
Total Fixed Assets	0.00
TOTAL ASSETS	\$104,043.15
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts payable	4,950.00
Total Accounts Payable	4,950.00
Other Current Liabilities	
Direct Deposit Payable	0.00
Payroll Liabilities	0.00
Allstate ICHRA	3,756.00
Federal Taxes (941/944)	-3,442.56
NC Income Tax	980.00
TX Unemployment Tax	0.00
Total Payroll Liabilities	1,293.44
Retirement payable	0.00
Total Other Current Liabilities	1,293.44
Total Current Liabilities	6,243.44
Total Liabilities	6,243.44

	Total
Equity	
3000 Opening Bal Equity	0.00
Net Assets	0.00
Permanently Restricted	0.00
Temporarily restricted	0.00
Unrestricted	0.00
Total Net Assets	0.00
Unrestricted net assets	137,200.91
Net Income	-39,401.20
Total Equity	97,799.71
TOTAL LIABILITIES AND EQUITY	\$104,043.15

Profit and Loss

October 1, 2024 - September 29, 2025

		Total
	Oct 1, 2024 - Sep 29, 2025	Oct 1, 2023 - Sep 29, 2024 (PP)
INCOME		
1XX Pledged Support		
10X Program Support		
101 Brazos County	15,000.00	15,000.00
102 City of Bryan	30,000.00	
103 City of College Station	39,458.42	31,001.07
Total 10X Program Support	84,458.42	46,001.07
12X Awards Luncheon		
122 City of Bryan	10,000.00	
Total 12X Awards Luncheon	10,000.00	
Total 1XX Pledged Support	94,458.42	46,001.07
3XX Estimated Income		
31X Interest	1,428.05	1,409.27
Total 3XX Estimated Income	1,428.05	1,409.27
4XX Dependent on Program Success		
430 Tree Sale	-184.66	
Total 4XX Dependent on Program Success	-184.66	
City of Bryan Project Grants		40,000.00
Programs/Events		
Awards Ceremony	-36.00	
Total Programs/Events	-36.00	
Total Income	95,665.81	87,410.34
GROSS PROFIT	95,665.81	87,410.34
EXPENSES		
6XX Operational Expense	15,437.43	937.01
60X Board/Networking	326.41	80.27
601 Insurance - Liability & BOD	7,971.25	1,381.73
602 Board Training & Travel	170.47	
603 Dues & Memberships	2,115.90	1,340.00
604 Meeting Expenses	40.48	73.12
Total 60X Board/Networking	10,624.51	2,875.12
62X Office	157.76	
621 Rent/Storage	15,750.00	13,650.00
622 Telephone	2,009.75	997.68
623 Website/Internet	2,783.71	1,890.96
624 Professional Services	8,365.10	2,795.00
625 Equipment	297.98	3,344.32

		Total
	Oct 1, 2024 - Sep 29, 2025	Oct 1, 2023 - Sep 29, 2024 (PP)
626 Supplies	2,649.93	2,860.51
627 Printing	402.61	
629 Maintenance	38.64	71.89
630 Miscellaneous Expenses	354.45	
Total 62X Office	32,809.93	25,610.36
65X Staff		
651 Staff Salary	52,200.00	44,904.35
653 Payroll Taxes	3,885.96	3,435.18
654 Worker's Comp Insurance	3,062.42	1,160.47
656 Prof. Development & Travel	4,414.08	2,225.88
Total 65X Staff	63,562.46	51,725.88
Processing Fees	24.96	
Total 6XX Operational Expense	122,459.29	81,148.37
7XX-9XX Program Expenses		
7XX Required Programs		
70X Education Program	174.84	
72X Recycling Programs		99.00
74X Litter Prevention Programs		
744 Litter Toolkit	165.41	29.20
746 Texas Trash Off	2,726.66	
Total 74X Litter Prevention Programs	2,892.07	29.20
76X Beautification Program		
763 Wildflower Program	2,707.56	7,921.50
Total 76X Beautification Program	2,707.56	7,921.50
780 Awards Ceremony Expense	4,692.17	4,641.98
781 Brazos Valley Earth Day		
810f Program Advertising	91.71	
Total 781 Brazos Valley Earth Day	91.71	
Total 7XX Required Programs	10,558.35	12,691.68
9XX Programs Funded by Surplus		
905 Volunteer Software	14.08	
Total 9XX Programs Funded by Surplus	14.08	
Total 7XX-9XX Program Expenses	10,572.43	12,691.68
Advertising	972.41	832.80
Operational Expenses	1,062.88	
Total Expenses	135,067.01	94,672.85
NET OPERATING INCOME	-39,401.20	-7,262.51
NET INCOME	\$ -39,401.20	\$ -7,262.51

Exhibit B
Narrative Summary of Activity Report

Please provide a narrative summary of the quarterly activities funded by the City of College Station. Including a year-to-date summary of City-funded programming elements would also be beneficial. Use additional sheets if more space is needed.

Exhibit C
Performance Measures

Exhibit D
Certificates of Insurance



KEEPBRAZ-1

ESTEIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/7/2025

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 Bryan, TX-ANCO Insurance Managers, Inc. - Head Office-Hub International Insurance Services 1111 Briarcrest Drive Bryan, TX 77802	CONTACT NAME: Evelyn Stein		
	PHONE (A/C, No, Ext): (979) 774-6212	FAX (A/C, No): (979) 774-5372	
	E-MAIL ADDRESS: evelyn.stein@hubinternational.com		
INSURED Keep Brazos Beautiful, Inc 1713 Broadmoor Dr Suite 302 Bryan, TX 77802	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hartford Underwriters Insurance Company		30104
	INSURER B : Texas Mutual Insurance Company		22945
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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:			61SBAAN1XDB	9/1/2025	9/1/2026	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 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			61SBAAN1XDB	9/1/2025	9/1/2026	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 \$ \$
B	☐ 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	0001224531	5/24/2025	5/24/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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 additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability and workers' compensation policies include a blanket waiver of subrogation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section C. WHO IS AN INSURED:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs a. through f. below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under this provision only for that period of time required by the contract, agreement or permit.

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

- (a)** "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;
- (b)** Any express warranty unauthorized by you;
- (c)** Any physical or chemical change in the product made intentionally by the vendor;
- (d)** Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;
- (e)** Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
- (f)** Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;



BUSINESS LIABILITY COVERAGE FORM

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

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C. Who Is An Insured**.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F. Liability And Medical Expenses Definitions**.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section **D. Liability And Medical Expenses Limits Of Insurance**; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

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

- b. This insurance applies:

- (1) To "bodily injury" and "property damage" only if:

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

- (2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

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

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



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

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

e. Incidental Medical Malpractice

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

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

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

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

(1) All expenses we incur.

(2) Up to \$1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.



- (7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under (1) through (7) above will not reduce the Limits of Insurance.

- b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

- (1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
- (2) This insurance applies to such liability assumed by the insured;
- (3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
- (4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;
- (5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- (6) The indemnitee:
 - (a) Agrees in writing to:
 - (i) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (iii) Notify any other insurer whose coverage is available to the indemnitee; and
 - (iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (b) Provides us with written authorization to:
 - (i) Obtain records and other information related to the "suit"; and
 - (ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B. Exclusions**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

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

- (1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or
- (2) The conditions set forth above, or the terms of the agreement described in Paragraph (6) above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

- (1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or
- (2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

b. Contractual Liability

- (1) "Bodily injury" or "property damage"; or
- (2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

- (a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or
- (b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:
 - (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;
- (3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or
- (4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2), (3) or (4) above.

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

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of (1) above.

This exclusion applies:

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



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

f. Pollution

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

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

This Exclusion **g.(2)** applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

- (a)** A watercraft while ashore on premises you own or rent;
- (b)** A watercraft you do not own that is:
 - (i)** Less than 51 feet long; and
 - (ii)** Not being used to carry persons or property for a charge;
- (c)** Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (d)** Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;
- (e)** "Bodily injury" or "property damage" arising out of:
 - (i)** The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or
 - (ii)** The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or
- (f)** An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

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

- (1)** The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2)** The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

i. War

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

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

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

- (1) Legal, accounting or advertising services;
- (2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;
- (3) Supervisory, inspection, architectural or engineering activities;
- (4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;
- (5) Any health or therapeutic service treatment, advice or instruction;
- (6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;
- (7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;
- (8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;
- (9) Any:
 - (a) Body piercing (not including ear piercing);
 - (b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and
 - (c) Similar services;
- (10) Pharmaceutical services including but not limited to:
 - (a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;
 - (b) The providing of or failure to provide home health care or home infusion products or services; and
 - (c) Advising and consulting customers;
- (11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs (4) and (5) of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph 1.e. in Section A. Coverages.

k. Damage To Property

"Property damage" to:

- (1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D. Limits Of Insurance.

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

Paragraphs (3) and (4) of this exclusion do not apply to the use of elevators.

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

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

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

l. Damage To Your Product

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

m. Damage To Your Work

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

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

n. Damage To Impaired Property Or Property Not Physically Injured

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

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

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

o. Recall Of Products, Work Or Impaired Property

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

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

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

p. Personal And Advertising Injury

"Personal and advertising injury":

- (1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;



- (2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of a criminal act committed by or at the direction of the insured;
- (4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";
- (5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";
- (6) Arising out of the wrong description of the price of goods, products or services;
- (7) Arising out of:
 - (a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or
 - (b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

- (i) Infringement, in your "advertisement", of:
 - a. Copyright;
 - b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or
 - c. Title of any literary or artistic work; or
- (ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph (7)(b)ii above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

- (8) Arising out of an offense committed by an insured whose business is:

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

However, this exclusion does not apply to Paragraphs a., b. and c. under the definition of "personal and advertising injury" in Section F. Liability And Medical Expenses Definitions.

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

- (9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;
- (10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;
- (11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

- (12) Arising out of:

- (a) Advertising content for others on your web site;
- (b) Placing a link to a web site of others on your web site;

- (c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or
- (d) Computer code, software or programming used to enable:
 - (i) Your web site; or
 - (ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

- (a) Infringement, in your "advertisement", of:
 - (i) Copyright;
 - (ii) Slogan; or
 - (iii) Title of any literary or artistic work; or
- (b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

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

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

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

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

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

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or

- (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b), or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

- (1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".
- (2) Any damages, judgments, settlements, loss, costs or expenses that:
 - (a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";
 - (b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or
 - (c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

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

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions c. through h. and k. through o. do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section D. Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

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

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

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

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

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

However, none of these "employees" or "volunteer workers" are insureds for:

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

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

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:



(a) Owned, occupied or used by:

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

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

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

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

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

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

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:



- a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or
- b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

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

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

2. Aggregate Limits

The most we will pay for:

- a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.
- b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b.** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

- a. The limits of insurance required in a written contract, written agreement or permit; or
- b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all



coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph 3. above.

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

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

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

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

a. Notice Of Occurrence Or Offense

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

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

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

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

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

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

d. Obligations At The Insured's Own Cost

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

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs a. and b. apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:



- (1) You or any additional insured under this Coverage Part that is an individual;
- (2) Any partner, if you or an additional insured under this Coverage Part is a partnership;
- (3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;
- (4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;
- (5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or
- (6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

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

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

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

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

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

- (1) The statements in the Declarations are accurate and complete;
- (2) Those statements are based upon representations you made to us; and
- (3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

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

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";



(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs **(a)** and **(b)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

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

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

c. Method Of Sharing

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



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

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

If the insured has waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided the insured waived their rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage.

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purpose of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.
2. "Advertising idea" means any idea for an "advertisement".
3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.
4. "Auto" means:
 - a. A land motor vehicle, trailer or semi-trailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
5. "Bodily injury" means physical:
 - a. Injury;
 - b. Sickness; or
 - c. Diseasesustained by a person and, if arising out of the above, mental anguish or death at any time.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in **a.** above;
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in **a.** above;
 - (2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or



(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
if such property can be restored to use by:
 - a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
 - b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section D. Liability And Medical Expenses Limits Of Insurance.
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement; or
 - f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
Paragraph f. includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.
However, Paragraph f. does not include that part of any contract or agreement:
 - (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

- (2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.
13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
14. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b. Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, on which are permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in a., b., c., or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in a., b., c., or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".
16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

- a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;
 - f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or
 - g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".
- 18.** "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 19.** "Products-completed operations hazard";
- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.
- Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
- The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.
- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials.
- 20.** "Property damage" means:
- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.
- As used in this definition, "electronic data" is not tangible property.
- 21.** "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

- 22.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 23.** "Unmanned aircraft" means an aircraft that is not:
- a.** Designed;
 - b.** Manufactured; or
 - c.** Modified after manufacture;
- to be controlled directly by a person from within or on the aircraft.
- 24.** "Volunteer worker" means a person who:
- a.** Is not your "employee";
 - b.** Donates his or her work;
 - c.** Acts at the direction of and within the scope of duties determined by you; and
 - d.** Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.
- 25.** "Your product":
- a.** Means:
 - (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
 - (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2)** The providing of or failure to provide warnings or instructions.
 - c.** Does not include vending machines or other property rented to or located for the use of others but not sold.
- 26.** "Your work":
- a.** Means:
 - (1)** Work or operations performed by you or on your behalf; and
 - (2)** Materials, parts or equipment furnished in connection with such work or operations.
 - b.** Includes:
 - (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
 - (2)** The providing of or failure to provide warnings or instructions.

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver

Name of person or organization

☒ Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 5/24/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001224531 of Texas Mutual Insurance Company effective on 5/24/25

Issued to: KEEP BRAZOS BEAUTIFUL INC

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

4/16/25

October 23, 2025

Item No. 7.10.

Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Memorial for All Veterans of the Brazos Valley for FY26 in the amount of \$30,000.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and the Memorial for All Veterans of the Brazos Valley for FY26 in the amount of \$30,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2025-2026 budget process the City Council approved funding for the Memorial for All Veterans of the Brazos Valley in the amount of \$30,000. The funding is for America 250 Celebration Revolutionary War/War of 1812 site enhancements.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2025-2026 Hotel Occupancy Tax Fund. State law requires that the City Council adopt the budget of any organization that is to be funded through Hotel Tax revenue. The Memorial for all Veteran's of the Brazos Valley budget is included in the Attachments.

Attachments:

1. Veterans Memorial FY26 Funding Agreement
2. BVVM 2026 Budget - Approved Budget 3-12-25
3. 2 BVVM 2026 Approved Budget - Funding Applications

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26800019 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: City of College Station Funding Agreement for Payment
and Use of Hotel Tax Funds with Brazos Valley Veterans Memorial

Name of Contractor: Brazos Valley Veterans Memorial

CONTRACT TOTAL VALUE: \$ 30,000.00 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number:

Debarment Check ☐ Yes ☐ No ☒ N/A **Davis Bacon Wages Used** ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A **Buy America Required** ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

Funding for this contract is available in the FY26 budget - HOT Fund - Budget Code: 31219100-6720

(If required)*

CRC Approval Date*: _____ Council Approval Date*: 10/23/25 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>Mary Ellen Leonard</u>	<u>10/8/2025</u>
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT	DATE


10/8/2025

ASST CITY MGR – CFO
 DATE

Aaron Longoria 10/8/2025
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER _____ DATE _____

N/A	N/A
-----	-----

MAYOR (if applicable) _____ DATE _____

N/A	N/A
-----	-----

CITY SECRETARY (if applicable) _____ DATE _____

**CITY OF COLLEGE STATION FUNDING AGREEMENT FOR
PAYMENT AND USE OF HOTEL TAX WITH
MEMORIAL FOR ALL VETERANS OF THE BRAZOS VALLEY D/B/A BRAZOS
VALLEY VETERANS MEMORIAL**

This Funding Agreement is made between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”), and the **MEMORIAL FOR ALL VETERANS OF THE BRAZOS VALLEY D/B/A BRAZOS VALLEY VETERANS MEMORIAL**, a Texas Non-Profit Corporation (“Agency”).

WHEREAS Texas Tax Code §§351.002 and 351.003(a) authorize City to levy by ordinance a municipal hotel occupancy tax (“hotel tax”) not exceeding seven percent (7%) of the consideration paid by a hotel occupant; and

WHEREAS, by ordinance, City has provided for the assessment and collection of a municipal hotel occupancy tax in the City of College Station of seven percent (7%); and

WHEREAS Tax Code §351.101(a) authorizes and limits the City to use revenue from its municipal hotel occupancy tax to promote tourism and the convention and hotel industry; and

WHEREAS Agency is well equipped to perform those activities as referenced in Tax Code §351.101 (a); and

WHEREAS Tax Code §351.101(c) authorizes City to delegate by contract with Agency; as an independent entity, the management or supervision of programs and activities of the type described hereinabove funded with revenue from the municipal hotel occupancy tax; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree, and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Memorial for All Veterans of the Brazos Valley d/b/a Brazos Valley Veterans Memorial, a Texas Non-Profit Corporation to which the City has delegated the management or supervision of programs and activities funded with Hotel Tax Revenue.

1.2 City means the City of College Station, in the County of Brazos, and the State of Texas.

1.3 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.4 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements, and audit reports.

1.5 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency's work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.6 Performance Measure Report means the quarterly report to determine the levels of service that are being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.7 Event includes but is not limited to: any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

1.8 Expenditure Report means a quarterly report listing the expenditures made by the Agency with Hotel Tax Revenue pursuant to Tax Code §§351.101 and 351.108.

1.9 Hotel Tax Revenue means the gross monies collected and received by City as municipal hotel occupancy tax at the rate of seven percent (7%) of the price paid for a room in a hotel, pursuant to Tax Code 351.003 (a) and City Ordinance. Hotel Tax Revenue will include penalty and interest related to the late payments of the tax revenue by the taxpayer.

ARTICLE II HOTEL TAX REVENUE PAYMENT

2.1 Consideration and Payment. For and in consideration of the activities to be satisfactorily performed by Agency under this Agreement, City agrees to pay to Agency a portion of the Hotel Tax Revenue collected by City in the total amount of **THIRTY THOUSAND DOLLARS AND NO/100 DOLLARS (\$30,000.00)** to be paid as follows:

- a.** The amount of **THIRTY THOUSAND AND NO/100 DOLLARS (\$30,000.00)** shall be used for America 250 Celebration Revolutionary War/War of 1812 site enhancements.
- b.** Payment will be made in one lump sum of \$30,000 within thirty (30) days of the close of the first quarter. The appropriated funds shall be used during the period of October 1, 2025, to September 30, 2026.

2.2 Reports and Payments. Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

2.3 Other limitations regarding consideration.

- a.** It is expressly understood that this contract in no way obligates the General Fund or any other monies or credits of City.

- b.** City may withhold further payments and allocations if City determines Agency's expenditures deviate from their approved budget subject to §4.1 or if the reports required herein are not submitted in a complete and timely manner.

ARTICLE III USE OF HOTEL TAX REVENUE

3.1 Use of Funds. For and in consideration of the payment by City to Agency of the agreed payments of Hotel Tax Revenue specified above, Agency agrees to use such Hotel Tax Revenue for the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms as authorized by Tax Code §351.101(a).

- (a) Attending Events.** The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City to promote tourism and the convention and hotel industry.

3.2 Administrative Costs. The Hotel Tax Revenue received from City by Agency may be spent for day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in fulfilling a purpose described in §3.1.

3.3 Specific Restrictions on Use of Funds.

- (a)** That portion of total administrative costs of Agency for which Hotel Tax Revenue may be used shall not exceed that portion of Agency's administrative costs actually incurred in conducting the activities specified in §3.1.
- (b)** Hotel Tax Revenue may not be spent for travel for a person to attend an event or conduct an activity the primary purpose of which is not directly related to the promotion of tourism and the convention and hotel industry or the performance of the person's job in an efficient and professional manner.

ARTICLE IV RECORDKEEPING AND REPORTING REQUIREMENTS

4.1 Budget.

- (a)** Before Agreement execution, Agency shall submit to the City Manager of City or the City Manager's designee, an annual budget to be approved by the City Council for each fiscal year, for such Agency operations funded by Hotel Tax Revenues. This budget shall specifically identify proposed expenditures of Hotel Tax Revenue by Agency. City should be able to audit specifically the purpose of each individual expenditure of Hotel Tax Revenue from the separate account relating to Hotel Tax Revenue. City shall not pay to Agency any Hotel Tax Revenues as set forth in Article II of this Agreement during any program year of this Agreement unless a budget for such respective program year has been approved in writing by the College Station City Council. Approval of the budget by the City Council shall not preclude the Agency from reasonably reallocating funds within the budget among line items to meet changing conditions. Such reallocation shall not necessitate a new approval by the City Council. Failure to submit an annual budget may be considered a breach of contract, and if not remedied is considered grounds for termination of this Agreement as stated in paragraph 6.2.
- (b)** Agency acknowledges that the approval of such budget by the College Station City Council creates a fiduciary duty in Agency with respect to the Hotel Tax Revenue paid by City to Agency under this Agreement. Agency shall expend Hotel Tax Revenue only in the manner and for the purposes specified in this Agreement, Tax Code §351.101(a), and in the budget as approved by City.

4.2 Separate Accounts. Agency shall maintain Hotel Tax Revenue paid to Agency by City in a separate account, or with segregated fund accounting, such that any reasonable person can ascertain the revenue source of any given expenditure.

4.3 Financial Records. Agency shall maintain a complete and accurate financial record of each expenditure of the Hotel Tax Revenue made by Agency. These funds shall be classified as restricted funds for audited financial purposes.

4.4 Records Inspection. Upon written request of the City Council, City Manager, or their designee; Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Texas Government Code, Chapter 552, as hereafter amended.

4.5 Final Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report
- (d) Expenditure Report

Agency shall respond promptly to any request from the City Manager of City, or the City Manager's designee, for additional information relating to the activities performed under this Agreement.

4.6 Reports. The Financial Activity Report, Performance Measure Report, Narrative Summary and Expenditure Report shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year.)

4.7 Financial Audit. A copy of the Agency's annual financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.8 Monitor Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how and by whom that review is to be conducted.

4.9 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

4.10 Records Retention. Agency shall maintain such records, accounts, reports, files, or other documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this three (3) –year period and for as long as the records are retained by Agency.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Appointees. The City shall have the option to recommend three (3) appointees for any vacancy that occurs on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

5.2 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time, and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone, depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public, including but not limited to the Agency's website.

5.3 Minutes. Agency shall submit Board of Directors meeting and Executive Committee meeting minutes to the City within ten (10) days after approval of the minutes.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins on October 1, 2025, and terminates at midnight on October 31, 2026; however, the program period shall commence on October 1, 2025, and terminate at midnight on September 30, 2026. Only those expenditures authorized by Chapter 351 of the Tax Code which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c)** In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified in hereinabove and that were approved by the Council through the budget, as noted in §4.1. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §§3.1 through 3.6, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d)** Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1)** Within ten (10) business days from the termination notification, a short-term budget of probable expenditures for the remaining sixty (60)-day period between termination notification and contract termination. This budget will be presented to Council for approval within ten (10) business days after receipt by City. If formal approval is not given within ten (10) business days and the budget does not contain any expenditures that would be prohibited by the Tax Code and is within the current contractual period approved budget; the budget will be considered approved.
 - (2)** Within thirty (30) days, a full accounting of all expenditures not previously audited by City.

(3) Within five (5) business days of a request from City, a listing of expenditures that have occurred since the last required reporting period.

(4) A final accounting of all expenditures and tax funds on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in §3.1 and §3.6 above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of its breach of this obligation

(3) The failure of Agency to submit a Quarterly Expenditure Report as required by Tax Code §351.101(c) within thirty (30) days from the date City notifies Agency of its breach of this obligation

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to return, refund, and reimburse any and all unused funds, or funds

determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 Agency and funded under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Agency, 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.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Agency, 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 VIII GENERAL PROVISIONS

8.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in in this Agreement. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

8.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

8.3 Personal Interest. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee, or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

8.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. Agency will take affirmative action to ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

8.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

8.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services, or the use of facilities or furnishings assisted in any way under this Agreement.

8.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

8.8 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

8.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

8.10 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this

Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

8.11 Waiver of Terms. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

8.12 Agreement Read. The parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

8.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

8.14 Counterparts. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

8.15 Invalid Provisions. If any provision of this Agreement 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 Agreement with legal terms and conditions approximating the original intent of the parties.

8.16 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

8.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Mary Ellen Leonard
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Memorial for All Veterans of the Brazos
Valley
Attn: Randolph W House, President
P.O. Box 11055
College Station, Texas 77842

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed, and a verbal announcement must be made at the time of the activity.

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

- (a) Boycott Israel. If this Agreement is for goods or services subject to § 2270.002 Texas Government Code, Agency 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, Agency 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 Agreement against a firearm entity or firearm trade association; and
- (c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code Agency herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Agreement.

9.20 Governmental Immunity. This Agreement is subject to the proper application of the doctrine of governmental immunity.

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

List of Exhibits:

- A. Statement of Financial Position
- B. Narrative Summary of Activity
- C. Performance Measures

[Signatures on Following Page]

BRAZOS VALLEY VETERANS MEMORIAL CITY OF COLLEGE STATION

By: Ben Roper

Printed Name: Ben Roper

Title: Mr.

Date: 10/7/2025

City Manager

Date: _____

Daron Longoria

City Attorney

Date: 10/8/2025

Jim Costa

Assistant City Manager

Date: 10/8/2025

Exhibit A
Statement of Financial Position

MEMORIAL FOR ALL VETERANS OF THE BRAZOS VALLEY, INC.

STATEMENT OF FINANCIAL POSITION	Thompson, Derrig & Craig										
	Audit 12/31/14	Audit 12/31/15	Audit 12/31/16	Audit 12/31/17	Audit 12/31/18	Audit 12/31/19	Audit 12/31/20	Audit 12/31/21	Audit 12/31/22	Audit 12/31/23	Audit 12/31/24
Current Assets:											
Cash and cash equivalents	\$ 60,595	\$ 57,345	\$ 118,449	\$ 113,403	\$ 175,861	\$ 155,521	\$ 165,559	\$ 149,538	\$ 157,644	\$ 228,208	\$ 249,876
Receivables	19,400	50,000	-	25,000	-	-	30,941	60,744	60,000	60,000	30,000
Inventory	14,670	8,670	11,933	11,933	11,933	3,300	3,000	2,700	2,700	2,700	2,700
Total Current Assets	94,665	116,015	130,382	150,336	187,794	158,821	199,500	212,982	220,344	290,908	282,576
Permanent collection	1,503,099	1,561,314	1,618,563	1,694,091	1,761,849	1,860,653	1,921,018	2,006,486	2,080,361	2,100,360	2,328,253
Fixed Assets:											
Furniture & Equipment	32,245	33,959	33,959	33,959	33,959	33,959	33,959	33,959	33,959	33,959	33,959
Landscaping	41,727	41,727	41,727	41,727	41,727	41,727	41,727	41,727	41,727	41,727	41,727
Land	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Less accum. depreciation	(60,349)	(63,684)	(65,982)	(68,282)	(70,582)	(72,550)	(73,600)	(74,348)	(74,855)	(75,341)	(75,668)
Net Fixed Assets	33,623	32,002	29,704	27,404	25,104	23,136	22,086	21,338	20,831	20,345	20,018
TOTAL ASSETS	\$ 1,631,387	\$ 1,709,331	\$ 1,778,649	\$ 1,871,831	\$ 1,974,747	\$ 2,042,610	\$ 2,142,604	\$ 2,240,806	2,321,536	2,411,613	2,630,847
Current liabilities	-	11,170	1,150	-	-	-	-	605	-	-	-
Net assets:											
Unrestricted	1,619,987	1,669,976	1,774,142	1,871,831	1,912,661	2,011,110	2,076,604	2,196,878	2,259,636	2,370,113	2,618,347
Temporarily restricted	11,400	28,185	3,357	-	62,086	31,500	66,000	43,323	61,900	41,500	12,500
Total Net Assets	1,631,387	1,698,161	1,777,499	1,871,831	1,974,747	2,042,610	2,142,604	2,240,201	2,321,536	2,411,613	2,630,847
TOTAL LIABILITIES & NET ASSETS	\$ 1,631,387	\$ 1,709,331	\$ 1,778,649	\$ 1,871,831	\$ 1,974,747	\$ 2,042,610	\$ 2,142,604	\$ 2,240,806	\$ 2,321,536	\$ 2,411,613	\$ 2,630,847
Beginning Net Assets	1,564,629	1,631,387	1,698,161	1,777,499	1,871,831	1,974,747	2,042,610	2,142,604	2,240,201	2,321,536	2,411,613
Depreciation Correction	-	-	-	-	-	-	-	-	-	-	-
Other Restatement of Prior Yrs	-	-	-	-	-	-	-	-	-	-	-
Change in Net Assets	66,758	66,774	79,338	94,332	102,916	67,863	99,994	97,597	81,335	90,077	219,234
Ending Net Assets	1,631,387	1,698,161	1,777,499	1,871,831	1,974,747	2,042,610	2,142,604	2,240,201	2,321,536	2,411,613	2,630,847

Internal 08/31/25
\$ 266,323
-
2,700
269,023
2,367,757
33,959
41,727
20,000
(75,668)
20,018
2,656,798
-
2,644,298
12,500
2,656,798
\$ 2,656,798
-
2,630,847
-
-
25,951
2,656,798
-

STATEMENT OF FINANCIAL ACTIVITIES	Thompson, Derrig & Craig											Cumulative Since Incept	Internal 08/31/25
	2000-2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024		
REVENUES													
Support													
Contributions - Individual	\$ 990,391	\$ 7,622	\$ 20,089	\$ 30,751	\$ 24,547	\$ 9,491	\$ 23,698	\$ 18,242	\$ 13,353	\$ 6,389	\$ 5,869	\$ 1,150,442	\$ 5,097
Wall of Honor Fees	-	21,910	11,231	31,718	55,710	30,300	25,500	26,849	23,650	29,759	29,796	286,423	34,751
Contributions - Corporate	323,160	-	-	-	-	-	-	-	-	-	-	323,160	-
Brazos County	220,000	25,000	25,000	25,000	25,000	25,000	25,000	30,000	30,000	30,000	30,000	490,000	-
City of College Station	433,000	25,000	25,000	25,000	25,000	25,000	22,500	30,000	30,000	30,000	30,000	700,500	-
City of Bryan	185,000	25,000	25,000	25,000	25,000	25,000	30,000	30,000	30,000	30,000	30,000	460,000	-
Donated Item Perm. Collection	-	-	-	-	-	-	-	-	-	-	146,893	146,893	-
Texas Parks & Wildlife	95,000	-	-	-	-	-	-	-	-	-	-	95,000	-
Grimes County	5,000	-	-	-	-	-	-	-	-	-	-	5,000	-
<u>Donated Services</u>	422,036	23,250	18,250	18,250	46,688	33,699	-	-	-	-	-	562,173	-
Total Support	2,673,587	127,782	124,570	155,719	201,945	148,490	126,698	135,091	127,003	126,148	272,558	4,219,591	39,848
Interest Income	22,867	2,694	1,126	154	345	377	187	76	483	2,404	2,810	33,523	1,809
Other Income	25,332	-	-	-	-	-	-	-	-	-	-	25,332	-
TOTAL REVENUE	2,721,786	130,476	125,696	155,873	202,290	148,867	126,885	135,167	127,486	128,552	275,368	4,278,446	41,657
EXPENSES													
Program expenses	1,203,909	38,341	23,209	37,175	75,892	66,437	13,424	20,930	30,094	20,150	37,202	1,566,763	78
General & admin. expenses	268,511	25,361	23,149	24,366	23,482	14,567	13,467	16,640	16,057	18,325	18,932	462,857	15,628
TOTAL EXPENSES	1,472,420	63,702	46,358	61,541	99,374	81,004	26,891	37,570	46,151	38,475	56,134	2,029,620	15,706
CHANGE IN NET ASSETS	1,249,366	66,774	79,338	94,332	102,916	67,863	99,994	97,597	81,335	90,077	219,234	2,248,826	25,951

<u>Program Expense</u>	<u>2000-2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>	<u>Cumulative</u>	<u>08/31/25</u>
Computer services	7,892	-	-	-	-	-	-	-	-	-	-	7,892	-
Marketing	367,030	16,162	10,000	10,000	40,500	33,699	-	-	-	-	-	477,391	-
Engraving expense	169,704	8,442	5,325	16,775	26,125	15,450	10,950	16,490	28,545	18,975	20,625	337,406	-
Repair & replacement reserve	-	-	-	-	-	-	-	-	-	-	15,173	15,173	-
Depreciation	444,385	3,335	2,298	2,300	2,300	1,968	1,050	748	507	486	327	459,704	-
Cost of maquettes	10,626	6,000	1,087	-	-	750	300	300	-	-	-	19,063	-
Inventory valuation adjust.	-	-	-	-	-	7,883	-	-	-	-	-	7,883	-
Flags	17,327	931	-	695	114	1,523	-	891	-	-	-	21,481	-
Postage and delivery	8,684	-	189	545	747	481	438	1,207	543	367	509	13,710	78
Dedication expense	78,503	3,471	4,310	6,860	6,106	4,683	686	1,294	499	322	272	107,006	-
Miscellaneous	-	-	-	-	-	-	-	-	-	-	296	296	-
Design competition	12,000	-	-	-	-	-	-	-	-	-	-	12,000	-
Design services	22,775	-	-	-	-	-	-	-	-	-	-	22,775	-
Fundraising Expenses	17,113	-	-	-	-	-	-	-	-	-	-	17,113	-
Landscaping	38,130	-	-	-	-	-	-	-	-	-	-	38,130	-
Personnel expense	5,710	-	-	-	-	-	-	-	-	-	-	5,710	-
<u>Programs</u>	<u>4,030</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>4,030</u>	<u>-</u>
Total Program Expense	1,203,909	38,341	23,209	37,175	75,892	66,437	13,424	20,930	30,094	20,150	37,202	1,566,763	78
<u>Support Expense</u>													
Rent	92,400	8,250	8,250	8,250	6,188	-	-	-	-	-	-	123,338	-
Computer services	-	-	-	-	-	-	-	650	-	1,500	-	2,150	-
Office expense	65,803	6,330	6,189	6,000	6,000	6,000	6,000	6,000	6,000	6,000	6,000	126,322	4,000
Professional fees	35,952	4,300	4,300	4,300	4,300	4,550	4,800	4,800	5,300	6,100	7,500	86,202	9,300
Bank & pmt. processing fees	7,991	808	789	791	764	924	1,004	1,056	1,263	1,372	1,054	17,816	320
Meals	19,702	2,161	2,550	2,361	2,587	1,742	434	1,360	2,631	2,478	2,699	40,705	1,777
Insurance	2,417	363	-	-	-	-	-	-	-	-	-	2,780	-
Dues and subscriptions	450	409	100	106	50	200	50	100	-	100	150	1,715	50
Printing	37,949	1,933	516	1,836	3,003	780	447	1,703	863	775	1,529	51,334	-
Marketing	-	-	-	-	-	-	-	605	-	-	-	605	-
Licenses and permits	890	-	-	-	-	-	700	-	-	-	-	1,590	-
Travel and lodging	3,298	-	-	-	-	-	-	-	-	-	-	3,298	-
Miscellaneous	1,659	807	455	722	590	371	32	366	-	-	-	5,002	181
Total Support Expense	268,511	25,361	23,149	24,366	23,482	14,567	13,467	16,640	16,057	18,325	18,932	462,857	15,628
<u>Donated Services and Support</u>													
Memorial Improvements	23,441	-	-	-	-	-	-	-	-	-	-	23,441	-
Rent and office support	105,900	8,250	8,250	8,250	6,188	-	-	-	-	-	-	136,838	-
Advertising	292,695	15,000	10,000	10,000	40,500	33,699	-	-	-	-	-	401,894	-
Total Donated Services & Supp	422,036	23,250	18,250	18,250	46,688	33,699	-	-	-	-	-	562,173	-

Exhibit B
Narrative Summary of Activity Report

Exhibit C
Performance Measures

Brazos Valley Veterans Memorial

FY 2026 Budget (Approved 3/12/25)

(1/1/26 - 12/31/26)

	Line	GRAND TOTAL	Operating Fund	Capital Fund	R & R* Fund	Footnotes [Excludes Depreciation & In-kind (rent & advert.)]
	Projected Balance Forward (as of 1/1/26)	\$ 166,676	\$ 34,448	\$ 91,483	\$ 40,745	
NON-DIRECTED INCOME	1 Membership Dues (including lunches)	4,000	4,000	-	-	Membership dues and lunch reimbursements from board members
	2 Unrestricted donations	2,500	2,500	-	-	
	3 Interest Income	2,600	-	2,300	300	
	Total Non-Directed Income	9,100	6,500	2,300	300	
DIRECTED INCOME	4 Wall of Honor Names	31,250	31,250	-	-	Based on 125 names x \$250 per name \$30K each from Bryan, College Station and Brazos County plkus \$25K in private donations.
	5 American 250 Recognition	115,000	-	115,000	-	
	6 Other	-	-	-	-	
	Total Directed Income	146,250	31,250	115,000	-	
	TOTAL SOURCES OF FUNDS (Incl. beg. Cash)	322,026	72,198	208,783	41,045	
ANNUAL EXPENSES	7 Engraving of Honor Wall Names	20,625	20,625	-	-	Cost to engrave names (125 names x \$165 per name)
	8 Administrative Support	6,000	6,000	-	-	Admin Salary \$500 per month
	9 Audit & Tax Return	9,000	9,000	-	-	Audit & Tax Return
	10 Monthly Meeting	2,400	2,400	-	-	Monthly Meeting Expense (reimbursed by board members as part of membership dues)
	11 Printing	1,500	1,500	-	-	Printing for Wall of Honor certificates, brochures, interpretive panel copies, etc
	12 Memorial Maintenance & Repair	600	600	-	-	As needed
	13 Advertisement	1,000	1,000	-	-	Advertisement (Excludes in-kind)
	14 Kiosk , Computer & Website Maint.	900	900	-	-	Kiosk & Website Maintenance & development; computer replacement
	15 Card service fees	1,200	1,200	-	-	Credit card processing fees
	16 Flag replacement	1,600	1,600	-	-	Flags (Replaced May 1st & Nov. 1st each year)
	17 Miscellaneous	600	600	-	-	Membership Dues and miscellaneous items
	18 Office Supplies	500	500	-	-	As needed
19 Postage	500	500	-	-	As needed	
20 Insurance	-	-	-	-	Not required separately since under city of CS	
	Total Annual Expenses	46,425	46,425	-	-	
CAPITAL OUTLAYS	21 Repair & Replacement Initiative	41,000	-	-	41,000	Use up remaining funds
	22 Submarine Project	60,000	-	60,000	-	\$30K anticipated to be spent in 2025 w/ remaining \$60K carried over into 2026 for completion
	23 American 250 Recognition	115,000	-	115,000	-	All \$115K expected to be spent for completion for the July 4, 2026 celebrations.
	24 Dedication Expenses	-	-	-	-	
	Total Capital Outlays	216,000	-	175,000	41,000	
	TOTAL USES OF FUNDS	262,425	46,425	175,000	41,000	
	EXCESS (DEFICIT)	59,601	25,773	33,783	45	
Earmarks against Capital Account Balance as of:		12/31/24	12/31/25	12/31/26		
Balance in Capital Account		\$ 133,183	\$ 91,483	\$ 33,783		
Kosovo War / Expeditionary Operations		(6,000)	-	-	Expect completion in 2025	
China Relief / Mex. Border Service		(38,000)	-	-	Expect completion in 2025	
Submarine		(60,000)	(60,000)	-	Expect completion in 2026	
American 250 Recognition		-	-	-	All \$115K expected to be spent for completion for the July 4, 2026 celebrations.	
Entrance Plaza		(6,500)	(6,500)	(6,500)		
Balance Unencumbered		22,683	24,983	27,283		
Balance in Repair & Replacement Fund at Beg. of Year			2024	2025	2026	Expect balance to be depleted by 12/31/26
Receipts			\$ 30,000	\$ 75,045	\$ 40,745	
Interest Income			60,000	-	-	
Disbursements			218	700	300	
Balance at end of Year			(15,173)	(35,000)	(41,000)	
			\$ 75,045	\$ 40,745	\$ 45	

Brazos Valley Veterans Memorial

Approved Budget for FY 2025

(1/1/25 - 12/31/25)

Line		GRAND TOTAL	Operating Fund	Capital Fund	R & R* Fund	Footnotes [Excludes Depreciation & In-kind (rent & advert.)]
Projected Balance Forward (as of 1/1/25)		\$ 251,351	\$ 43,123	\$ 133,183	\$ 75,045	
NON-DIRECTED INCOME	1 Membership Dues (including lunches)	4,000	4,000	-	-	Membership dues and lunch reimbursements from board members
	2 Unrestricted donations	2,500	2,500	-	-	
	3 Interest Income	3,000	-	2,300	700	
	Total Non-Directed Income	9,500	6,500	2,300	700	
DIRECTED INCOME	4 Wall of Honor Names	31,250	31,250	-	-	Based on 125 names x \$250 per name
	5 Submarine Project	30,000	-	30,000	-	\$30K from City of Bryan not yet received
	6 Other	-	-	-	-	
	Total Directed Income	61,250	31,250	30,000	-	
TOTAL SOURCES OF FUNDS (Incl. beg. Cash)		322,101	80,873	165,483	75,745	
ANNUAL EXPENSES	7 Engraving of Honor Wall Names	20,625	20,625	-	-	Cost to engrave names (125 names x \$165 per name)
	8 Administrative Support	6,000	6,000	-	-	Admin Salary \$500 per month
	9 Audit & Tax Return	9,000	9,000	-	-	Audit & Tax Return
	10 Monthly Meeting	2,400	2,400	-	-	Monthly Meeting Expense (reimbursed by board members as part of membership dues)
	11 Printing	1,500	1,500	-	-	Printing for Wall of Honor certificates, brochures, interpretive panel copies, etc
	12 Memorial Maintenance & Repair	600	600	-	-	As needed
	13 Advertisement	1,000	1,000	-	-	Advertisement (Excludes in-kind)
	14 Kiosk , Computer & Website Maint.	900	900	-	-	Kiosk & Website Maintenance & development; computer replacement
	15 Card service fees	1,200	1,200	-	-	Credit card processing fees
	16 Flag replacement	1,600	1,600	-	-	Flags (Replaced May 1st & Nov. 1st each year)
	17 Miscellaneous	600	600	-	-	Membership Dues and miscellaneous items
	18 Office Supplies	500	500	-	-	As needed
	19 Postage	500	500	-	-	As needed
	20 Insurance	-	-	-	-	Not required separately since under city of CS
	Total Annual Expenses	46,425	46,425	-	-	
CAPITAL OUTLAYS	21 Repair & Replacement Initiative	35,000	-	-	35,000	
	22 Kosovo War / Expeditionary Operations	6,000	-	6,000	-	Completion of two statues
	23 China Relief / Mex. Border Service	38,000	-	38,000	-	Completion of two statues
	24 Submarine Project	30,000	-	30,000	-	\$60K anticipated to be carried over into 2026 for completion
	25 Dedication Expenses	-	-	-	-	
	Total Capital Outlays	109,000	-	74,000	35,000	
TOTAL USES OF FUNDS		155,425	46,425	74,000	35,000	
EXCESS (DEFICIT)		166,676	34,448	91,483	40,745	
Earmarks against Capital Account Balance as of:		12/31/23	12/31/24	12/31/25		
Balance in Capital Account		\$ 151,231	\$ 133,183	\$ 91,483		
Kosovo War / Expeditionary Operations		(35,000)	(6,000)	-	Expect completion in 2025	
China Relief / Mex. Border Service		(90,000)	(38,000)	-	Expect completion in 2025	
Submarine		-	(60,000)	(60,000)	Project \$30K received & \$30K disbursed in 2025; \$60K disbursed in 2026	
Entrance Plaza		(6,500)	(6,500)	(6,500)		
Balance Unencumbered		19,731	22,683	24,983		
Balance in Repair & Replacement Fund at Beg. of Year			2023	2024	2025	
Receipts			\$ -	\$ 30,000	\$ 75,045	
Interest Income			30,000	60,000	-	
Disbursements			-	218	700	
Balance at end of Year			\$ 30,000	\$ 75,045	\$ 40,745	Balance anticipated to be carried over into 2026 for completion

Brazos Valley Veterans Memorial

DRAFT Budget for FY 2026

(1/1/26 - 12/31/26)

	Line	GRAND TOTAL	Operating Fund	Capital Fund	R & R* Fund	Footnotes [Excludes Depreciation & In-kind (rent & advert.)]
	Projected Balance Forward (as of 1/1/26)	\$ 166,676	\$ 34,448	\$ 91,483	\$ 40,745	
NON-DIRECTED INCOME	1 Membership Dues (including lunches)	4,000	4,000	-	-	Membership dues and lunch reimbursements from board members
	2 Unrestricted donations	2,500	2,500	-	-	
	3 Interest Income	2,600	-	2,300	300	
	Total Non-Directed Income	9,100	6,500	2,300	300	
DIRECTED INCOME	4 Wall of Honor Names	31,250	31,250	-	-	Based on 125 names x \$250 per name
	5 American 250 Recognition	115,000	-	115,000	-	\$30K each from Bryan, College Station and Brazos County plkus \$25K in private donations.
	6 Other	-	-	-	-	
	Total Directed Income	146,250	31,250	115,000	-	
	TOTAL SOURCES OF FUNDS (Incl. beg. Cash)	322,026	72,198	208,783	41,045	
ANNUAL EXPENSES	7 Engraving of Honor Wall Names	20,625	20,625	-	-	Cost to engrave names (125 names x \$165 per name)
	8 Administrative Support	6,000	6,000	-	-	Admin Salary \$500 per month
	9 Audit & Tax Return	9,000	9,000	-	-	Audit & Tax Return
	10 Monthly Meeting	2,400	2,400	-	-	Monthly Meeting Expense (reimbursed by board members as part of membership dues)
	11 Printing	1,500	1,500	-	-	Printing for Wall of Honor certificates, brochures, interpretive panel copies, etc
	12 Memorial Maintenance & Repair	600	600	-	-	As needed
	13 Advertisement	1,000	1,000	-	-	Advertisement (Excludes in-kind)
	14 Kiosk , Computer & Website Maint.	900	900	-	-	Kiosk & Website Maintenance & development; computer replacement
	15 Card service fees	1,200	1,200	-	-	Credit card processing fees
	16 Flag replacement	1,600	1,600	-	-	Flags (Replaced May 1st & Nov. 1st each year)
	17 Miscellaneous	600	600	-	-	Membership Dues and miscellaneous items
	18 Office Supplies	500	500	-	-	As needed
	19 Postage	500	500	-	-	As needed
	20 Insurance	-	-	-	-	Not required separately since under city of CS
	Total Annual Expenses	46,425	46,425	-	-	
CAPITAL OUTLAYS	21 Repair & Replacement Initiative	41,000	-	-	41,000	Use up remaining funds
	22 Submarine Project	60,000	-	60,000	-	\$30K anticipated to be spent in 2025 w/ remaining \$60K carried over into 2026 for completion
	23 American 250 Recognition	115,000	-	115,000	-	All \$115K expected to be spent for completion for the July 4, 2026 celebrations.
	24 Dedication Expenses	-	-	-	-	
	Total Capital Outlays	216,000	-	175,000	41,000	
	TOTAL USES OF FUNDS	262,425	46,425	175,000	41,000	
	EXCESS (DEFICIT)	59,601	25,773	33,783	45	
Earmarks against Capital Account Balance as of:		12/31/24	12/31/25	12/31/26		
Balance in Capital Account		\$ 133,183	\$ 91,483	\$ 33,783		
Kosovo War / Expeditionary Operations		(6,000)	-	-	Expect completion in 2025	
China Relief / Mex. Border Service		(38,000)	-	-	Expect completion in 2025	
Submarine		(60,000)	(60,000)	-	Expect completion in 2026	
American 250 Recognition		-	-	-	All \$115K expected to be spent for completion for the July 4, 2026 celebrations.	
Entrance Plaza		(6,500)	(6,500)	(6,500)		
Balance Unencumbered		22,683	24,983	27,283		
Balance in Repair & Replacement Fund at Beg. of Year			2024	2025	2026	
Receipts			\$ 30,000	\$ 75,045	\$ 40,745	
Interest Income			60,000	-	-	
Disbursements			218	700	300	
			(15,173)	(35,000)	(41,000)	
Balance at end of Year			\$ 75,045	\$ 40,745	\$ 45	Expect balance to be depleted by 12/31/26

October 23, 2025
Item No. 7.11.
BVEDC Funding Agreement

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a funding agreement between the City of College Station and The Greater Brazos Valley Partnership for FY26 in the amount of \$350,000.

Relationship to Strategic Goals:

Good Governance

Financial Sustainability

Core Services & Infrastructure

Recommendation(s): Staff recommends approval of the funding agreement.

Summary: As part of the 2025-2026 budget process the City Council approved funding for The Greater Brazos Valley Partnership in the amount of \$350,000.

Budget & Financial Summary: The funds for this agreement are budgeted and available in the 2025-2026 General Fund. The full amount of \$350,000 is to be used for operations and maintenance.

Attachments:

1. Greater Brazos Partnership FY26 Funding Agreement



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300014 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: City of College Station Funding Agreement for payment and use of General Funds with Brazos Valley Economic Development Corporation

Name of Contractor: Greater Brazos Partnership

CONTRACT TOTAL VALUE: \$ 350,000 **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)

Funding for this contract is available in the FY26 budget - General Fund - Budget Code: 10019100-6720

(If required)*
CRC Approval Date*: N/A **Council Approval Date*:** 10/23/25 **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>Mary Ellen Leonard</u>	<u>10/13/2025</u>
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT	DATE
<u>[Signature]</u>	<u>10/13/2025</u>
ASST CITY MGR – CFO	DATE
<u>Arnon Longoria</u>	<u>10/14/2025</u>
LEGAL DEPARTMENT	DATE

APPROVED & EXECUTED

<u> </u>	<u> </u>
CITY MANAGER	DATE
<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>
MAYOR (if applicable)	DATE
<u>N/A</u>	<u>N/A</u>
<u> </u>	<u> </u>
CITY SECRETARY (if applicable)	DATE

9.12.23 UPDATED

**CITY OF COLLEGE STATION FUNDING AGREEMENT
FOR PAYMENT AND USE OF GENERAL FUNDS WITH
GREATER BRAZOS PARTNERSHIP CORPORATION**

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation (“City”) and the **GREATER BRAZOS PARTNERSHIP CORPORATION** a Texas Non – Profit Corporation (“Agency”).

WHEREAS, City has the objective of promoting and facilitating activities that enhance the economic base of College Station through attraction, creation, expansion and retention of business and industry, focusing on value added to local resources and manufacturing; and

WHEREAS Agency through its purpose shares this common goal with the City; and

WHEREAS the City desires to assist Agency promoting economic development; and

NOW, THEREFORE, IN CONSIDERATION of the performance of the mutual covenants and promises contained herein, City and Agency agree, and contract as follows:

**ARTICLE I
DEFINITIONS**

1.1 Agency means the Greater Brazos Partnership Corporation, a Texas Non-Profit Corporation.

1.2 City means the City of College Station, County of Brazos, and the State of Texas.

1.3 Contract Quarter means any quarter of the contract year in which this Agreement is in force. Contract Quarters will end on December 31st, March 31st, June 30th, and September 30th, of each contract year.

1.4 Financial Activity Report means a report which includes a summary of revenues and expenditures for the current Contract Quarter as well as the current fiscal year to date, and a summary of assets and liabilities to be submitted to the City on the form attached herein as **Exhibit A** or in a form agreed on by Agency and City.

1.5 Financial Records means invoices, receipts, bank statements, reconciliations, cleared checks, financial statements, and audit reports.

1.6 Narrative Summary of Activity Report means the quarterly summary report of the activities of Agency including a summary of how funds from City have been utilized to accomplish the Agency’s work. Such report shall be submitted on the form attached herein as **Exhibit B**.

1.7 Performance Measure Report means the quarterly report to determine the levels of service being provided by Agency to be submitted to the City on the form attached herein as **Exhibit C**.

1.8 Event includes but is not limited to any and all banquets, ceremonial dinners, fundraising events, promotional programs, or other public or private event hosted by the Agency.

ARTICLE II STATEMENT OF WORK

2.1 Agency is responsible for promoting and facilitating activities that enhance the economic base of Brazos County through attraction, creation, expansion and retention of business and industry, focusing on value added to local resources and manufacturing.

2.2 Attending Events. The City Council and City Manager or their designees shall have the right to attend Agency events or promotional programs as representatives of the City at no additional cost to the City.

ARTICLE III PAYMENT

3.1 For and in consideration of the activities satisfactorily performed by Agency under this Agreement, City shall provide funding in the amount of **THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO/100 CENTS (\$350,000.00)** from the City's General Fund. The appropriated funds shall be used during the period of **October 1, 2025, to September 30, 2026**. Payment will be made in eleven monthly installments of **\$29,166.67** and the twelfth payment will be **\$29,166.63**.

3.2 Monthly Payments (with the exception of the first four (4) monthly installments hereunder) will be dependent upon the City receiving all reports required herein from the Agency no later than thirty (30) days after the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

3.3 City may withhold further payments and allocations if City determines Agency's expenditures materially deviate from their Statement of Work or if reports required herein are not submitted in a complete and timely manner.

ARTICLE IV RECORDS AND REPORTS

4.1 Agency shall maintain financial records and supporting documents in the form of receipts, canceled checks, payroll records, employee time sheets and other documentation to verify all expenditures of funds under the terms of this Agreement. Said documentation shall conform to the City's accounting practices.

4.2 Written Records. Agency shall maintain written records and supporting documents as required under this Agreement for all applicable, generally accepted, and required administrative and operating policies. Agency shall maintain such records, accounts, reports, files, or other

documents for a minimum of three (3) years after the expiration of this Agreement. City's right to access Agency's files shall continue during this 3-year period and for as long as the records are retained by Agency.

4.3 Access to Records. Agency shall provide the City reasonable access during regular business hours to books, accounts, records, reports, files, or other papers related to this Agreement belonging to or in use by Agency. Upon written request of the City, or City Manager, Agency shall make such financial records available for inspection and review by the party making the request. Agency understands and accepts that all such financial records and any other records relating to this Agreement shall be subject to the Public Information Act, Tex. Gov't Code, §552, as amended, ("PIA"), and in the event of a request for disclosure of such records under the PIA, City will notify Agency and seek an opinion from the Attorney General's office before disclosure occurs.

4.4 Quarterly Reports. Agency shall submit the following to the City on a quarterly basis as provided in this Agreement:

- (a) Financial Activity Report
- (b) Narrative Summary of Activity Report
- (c) Performance Measure Report

Agency shall respond promptly to any request from the City Manager, or his designee, for additional information relating to the activities performed under this Agreement.

4.5 Reports. The Financial Activity Reports, Performance Measure Reports, and Narrative Summary of Activity Reports shall be submitted to the City within thirty (30) days of the end of each Contract Quarter (no later than January 30th, April 30th, July 30th, and October 30th of each contract year).

4.6 Financial Audit. A copy of the Agency financial audit shall be made available to City no later than thirty (30) days following Agency's receipt of same.

4.7 Monitoring Review. The City shall conduct a monitoring review of the Agency as deemed necessary by the City so as to evaluate Agency's compliance with the provisions of this Agreement. Said monitoring may consist of on-site monitoring reviews. City shall provide written notice twenty-four (24) hours in advance of such review and a brief description of how that review is to be conducted.

4.8 Presentation. If requested, Agency shall make an annual report and presentation to the City Council.

ARTICLE V AGENCY BOARD OF DIRECTORS

5.1 Agendas. Agency shall provide the City with an agenda of all regular and special Board meetings five (5) days before the meeting with information as to the date, time, and place of meeting. If a special meeting is scheduled, Agency shall immediately notify the City of a special meeting. Said notification should be in writing via facsimile or e-mail; or orally by telephone,

depending on Agency's own notification of the Board meeting. Agendas shall be made available to the public seventy-two (72) hours before the meeting at a location accessible to the public including but not limited to the Agency's website.

5.2 Minutes. Agency shall submit minutes of each Board of Directors meeting and Executive Committee meeting to the City within ten (10) days after approval of the minutes.

5.3 Appointees. The City shall have the option to recommend up to three (3) appointees for any vacancies that occur on the Board of Directors of the Agency during the program year. This provision shall not apply if the City is otherwise authorized to appoint members to the Board under the Agency's Bylaws.

ARTICLE VI TERM AND TERMINATION

6.1 Term. The Agreement term begins October 1, 2025, and terminates at midnight October 31, 2026. However, the program period shall begin October 1, 2025, and terminates at midnight September 30, 2026. Only those expenditures authorized under the Statement of Work, which are actually incurred during the program period, for events and activities taking place within the program period, are eligible for funding under this Agreement, and any ineligible expenditures or unspent funds shall be forfeited to City upon termination of the Agreement.

6.2 Termination.

- (a) For Convenience.** This Agreement may be terminated for convenience by giving sixty (60) days advance written notice.
- (b) Funding Out.** This Agreement may be terminated with sixty (60) days advance written notice by the City if funds are not appropriated.
- (c)** In the event this Agreement is terminated by either party pursuant to §6.2, City agrees to reimburse Agency for any contractual obligations Agency has undertaken in satisfactory performance of those activities specified hereinabove. This reimbursement is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.
- (d)** Further, upon termination pursuant to §6.2, Agency will provide City:
 - (1)** Within thirty (30) days, a full accounting of all expenditures not previously reviewed by City
 - (2)** Within five (5) business days, a listing of expenditures that have occurred since the last required reporting period

(3) A final accounting of all expenditures on the day of termination. Agency will be obligated to return any unused funds or funds determined to be used improperly. Any use of remaining funds by Agency after notification of termination is conditioned upon such contractual obligations having been incurred and entered into in the good faith performance of those services contemplated in Article II above, and further conditioned upon such contractual obligations having a term not exceeding the full term of this Agreement.

6.3 Automatic Termination and Breach.

(a) **Automatic Termination.** This Agreement with written notice shall automatically terminate upon the occurrence of any of the following events:

(1) The termination of the legal existence of Agency.

(2) The insolvency of Agency, the filing of a petition in bankruptcy, either voluntarily or involuntarily, or an assignment by Agency for the benefit of creditors.

(b) **Breach.** This Agreement with written notice shall terminate upon the occurrence of any of the following events:

(1) Thirty (30) days after a written notice of the breach of any of the terms or conditions of this Agreement by the Agency if the Agency fails to cure the breach.

(2) The failure of Agency to submit quarterly reports which comply with the reporting procedures required herein and generally accepted accounting principles within thirty (30) days from the date City notifies Agency of such breach.

6.4 Right to Immediate Termination Upon Litigation. Notwithstanding any other provision of this Agreement, to mitigate damages and to preserve evidence and issues for judicial determination, either party shall have the right to terminate this Agreement upon immediate notice to the other party in the event that any person has instituted litigation concerning the activities of the non-terminating party, and the terminating party reasonably believes that such activities are required or prohibited under this Agreement.

6.5 Refund of Funds. In the event that this Agreement is terminated pursuant to §§6.3 or 6.4 of this Agreement, Agency agrees to refund any and all unused funds, or funds determined by City to have been used improperly, within thirty (30) days after termination of this Agreement.

ARTICLE VII INDEMNIFICATION AND RELEASE

7.1 Indemnification. The Agency 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 Agency and funded under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Agency, 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.

7.2 Release. The Agency assumes full responsibility for the work to be performed and funded hereunder and hereby releases, relinquishes, and discharges the City, its Council members, officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Agency's work to be performed and funded hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Agency, 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 VIII INSURANCE

8.1 The Agency 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 services performed by the Agency, its officers, agents, volunteers, and employees.

8.2 The Agency'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 policies are attached in **Exhibit D**.

During the term of this Agreement Agency's insurance policies shall meet the minimum requirements of this section.

8.3 Types. Agency shall have the following types of insurance:

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

8.4 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 D**; and shall be approved by the City before work begins.
- (c) Agency 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.

8.5 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 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.
- (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.

8.6 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 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.

8.7 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 IX GENERAL PROVISIONS

9.1 Other Agreements. Nothing in this Agreement shall prohibit, nor be construed to prohibit, the agreement by Agency with another private entity, person, or organization for the performance of those services described in Article II above. In the event Agency enters into any arrangement, contractual or otherwise, with such other entity, person or organization, Agency shall cause such other entity, person, or organization to adhere to, conform to, and be subject to all provisions, terms, and conditions of this Agreement, including reporting requirements, separate funds maintenance, and limitations and prohibitions pertaining to expenditure of the agreed payments.

9.2 Binding Agreement. This Agreement and each provision hereof, and each and every right, duty, obligation, and liability set forth herein shall be binding upon and inure to the benefit and obligation of City and Agency and their respective successors and assigns.

9.3 Personal Intent. The City and Agency attest that, to the best of their knowledge, no member of the City of College Station City Council and no other officer, employee, or agent of the City, who exercises any function or responsibility in connection with the carrying out of the terms of this Agreement, has any personal interest, direct or indirect, in this Agreement.

9.4 Non-discrimination. Agency covenants and agrees that, during the term of this Agreement, it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or disability. Agency will take affirmative action to

ensure that applicants who are hired are treated, during employment, without regard to their race, color, religion, sex, national origin, age, or disability. Such action shall include, but not be limited to the following: employment, promotion, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection. Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination requirement.

9.5 Equal Opportunity. Agency expressly agrees that, in all solicitations or advertisements for employees placed by or on behalf of Agency, there will be a statement that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or disability.

9.6 Religious Affiliation. Agency certifies that it will not limit services or give preference to any person assisted through this Agreement on the basis of religion and that it will not provide religious instruction or counseling, conduct religious worship or services, or engage in religious proselytizing in the provision of services, or the use of facilities or furnishings assisted in any way under this Agreement.

9.7 Independent Contractor. Agency is an independent contractor and not an agent or representative of the City and the obligation to compensate employees furnished or used by Agency to provide the services specified in Article II shall be the responsibility of Agency and shall not be deemed employees of the City for any purpose. This Agreement does not create a joint venture.

9.8 Amendment. No amendment to this Agreement shall be effective and binding unless and until it is reduced to writing and signed by duly authorized representatives of both parties.

9.9 Venue. This Agreement will be performed and has been made under and shall be governed by the laws of the State of Texas, Brazos County.

9.10 Authority to Contract. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. The persons executing this Agreement hereby represent that they have authorization to sign on behalf of their respective organizations.

9.11 Waiver of Terms. Failure of any party, at any time, to enforce a provision of this Agreement, shall in no way constitute a waiver of that provision, nor in any way affect the validity of this Agreement, any part hereof, or the right of either party thereafter to enforce each and every provision hereof. No term of this Agreement shall be deemed waived, or breach excused unless the waiver shall be in writing and signed by the party claimed to have waived. Furthermore, any consent to or waiver of a breach will not constitute consent to or waiver of or excuse of any other different or subsequent breach.

9.12 Agreement Read. The parties acknowledge that they have read, understand, and intend to be bound by the terms and conditions of this Agreement.

9.13 Assignment. This Agreement and the rights and obligations contained herein may not be assigned by any party without the prior written approval of the other party to this Agreement.

9.14 Counterparts. It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

9.15 Invalid Provisions. If any provision of this Agreement 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 Agreement with legal terms and conditions approximating the original intent of the parties.

9.16 Entire Agreement. It is understood that this Agreement contains the entire agreement between the parties and supersedes any and all prior agreements, arrangements, or understandings between the parties relating to the subject matter. No oral understandings, statements, promises, or inducements contrary to the terms of this Agreement exist. This Agreement cannot be changed or terminated orally. No verbal agreement or conversation with any officer, agent, or employee of any party before or after the execution of this Agreement shall affect or modify any of the terms or obligations hereunder.

9.17 Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person or sent by certified mail to the last business address as listed herein. Each party has the right to change its business address by giving at least thirty (30) days advance written notice of the change to the other party.

City:

City of College Station
Attn: Mary Ellen Leonard
Fiscal Services Department
PO Box 9960
1101 Texas Avenue
College Station, Texas 77842

Agency:

Greater Brazos Partnership
1716 Briarcrest Drive, Suite 714
Bryan, Texas 77802

9.18 Funding Source. Agency understands and agrees to state in all published material, announcements and advertising regarding activities funded with City funding that the activity was made possible in part through funding from the City of College Station. If there is not published activity material, a sign must be displayed, and a verbal announcement must be made at the time of the activity.

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

Exhibit A
Statement of Financial Position

Greater Brazos Partnership
Statement of Financial Position
As of August 31, 2025

Assets

Current Assets	
Bank Accounts	\$ 2,883,945.53
Accounts Receivable	91,666.73
Other Current Assets	
1210 Prepaid Expenses	25,379.59
Total Current Assets	<u>3,000,991.85</u>
Fixed Assets	
1400 Fixed Assets	
1405 Furniture, Fixtures & Eqpt.	113,648.30
1490 Accumulated Depreciation	(83,500.10)
Total Fixed Assets	<u>30,148.20</u>
Total Fixed Assets	<u>30,148.20</u>
Total Assets	<u><u>\$ 3,031,140.05</u></u>

Liabilities and Net Assets

Liabilities	
Current Liabilities	
Accounts Payable	\$ 3,252.53
Credit Cards	5,250.19
Other Current Liabilities	
2010 Deferred Revenue	29,166.64
2020 Accrued Compensated Absences	5,305.44
Total Other Current Liabilities	<u>34,472.08</u>
Total Current Liabilities	<u>42,974.80</u>
Net Assets	<u>2,988,165.25</u>
Total Liabilities and Net Assets	<u><u>\$ 3,031,140.05</u></u>

Brazos Valley Economic Development Corporation
Budget vs. Actuals: FY25 Budget
AUGUST 2025

	Current Month				Year-to-Date		
	Actual	Budget	over Budget	% of Budget	YTD Actual	Annual Budget	% of Budget
Income							
4100 Brazos County - OP	\$ 29,167	\$ 29,167	\$ (0)	100.00%	\$ 320,834	\$ 350,000	91.67%
4101 City of Bryan - OP	29,167	29,167	(0)	100.00%	320,834	350,000	91.67%
4102 City of College Station - OP	29,167	29,167	(0)	100.00%	320,834	350,000	91.67%
4103 TAMU Partnership	29,167	29,167	-	100.00%	320,834	350,000	91.67%
4104 Invest Brazos Valley	50,000	29,167	20,833	171.43%	259,500	350,000	74.14%
4200 Interest Income - Operating	2,781	6,250	(3,469)	44.50%	82,793	75,000	110.39%
Total Income	169,449	152,084	17,364	111.42%	1,625,629	1,825,000	89.08%
Expenses							
5010 Conferences/Training	766	1,958	(1,192)	39.11%	9,252	23,500	39.37%
5100 Memberships	425	1,760	(1,335)	24.14%	13,093	21,125	61.98%
5200 Technology	6,269	11,508	(5,239)	54.47%	100,866	138,100	73.04%
5300 Professional Services	3,050	13,500	(10,450)	22.59%	124,995	162,000	77.16%
5400 Office Expenses	6,695	8,196	(1,501)	81.69%	81,478	98,352	82.84%
5600 Administration Costs	49,054	78,237	(29,183)	62.70%	761,353	938,843	81.09%
5700 Bus Dev/Mtkg-Hunting	21,400	36,923	(15,523)	57.96%	444,415	443,080	100.30%
Total Expenses	87,659	152,083	(64,424)	57.64%	1,535,452	1,825,000	84.13%
Net Operating Income	81,790	1	81,788		90,177	-	
Other Income and Expense							
Other Income	-				-	-	
Prior year surplus	-	-	-		(250,000)	200,000	
Incentives	-				-	-	
Jillian Ryan & Co.	(10,000)	8,333	(18,333)	-120.00%	(110,660)	(120,000)	92.22%
Other Marketing Initiatives	-	20,833	(20,833)	0.00%	(75,326)	(80,000)	94.16%
Net Other Income and (Expense)	(10,000)				(435,986)	-	
Net Income	\$ 71,790	\$ (29,165)	\$ 120,954	-246.15%	\$ (345,809)	\$ -	N/A

BRAZOS VALLEY ECONOMIC DEVELOPMENT CORPORATION
CASH SCHEDULE
AS OF AUGUST 31, 2025

Bank accounts		
Prosperity Checking		\$ 327,299.20
Prosperity Money Market		756,621.60
TRUIST Savings		274,817.90
CD'S		
Amarillo National	256,163.83	
Extraco	250,000.00	
Frost	269,043.00	
First Financial Bank	250,000.00	
Guaranty	250,000.00	
Vera Bank	250,000.00	1,525,206.83
Total Cash		<u>\$ 2,883,945.53</u>
Restricted Cash:		
Economic Development		1,449,465.10
Total Restricted Cash		<u>\$ 1,449,465.10</u>
Operating Cash		<u><u>\$ 1,434,480.43</u></u>

Brazos Valley Economic Development Corporation

A/R Aging Summary

As of August 31, 2025

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Amarillo National Bank			5,000.00			\$5,000.00
ANCO Insurance	5,000.00					\$5,000.00
ATMOS Energy	5,000.00					\$5,000.00
Baylor Scott & White Medical Center - College Station	5,000.00					\$5,000.00
Brazos County	29,166.70	0.01	0.01	0.01	0.01	\$29,166.74
CHI St. Joseph		5,000.00				\$5,000.00
City of College Station		-0.01				\$ -0.01
FUJIFILM Diosynth Biotechnologies Texas, LLC		5,000.00				\$5,000.00
J.P. Morgan	5,000.00					\$5,000.00
PARKWAY					5,000.00	\$5,000.00
Spherion	2,500.00					\$2,500.00
Texas Commercial Waste	1,250.00					\$1,250.00
The Broaddus Companies	5,000.00					\$5,000.00
Twin City Endowment	5,000.00					\$5,000.00
Ubeo, Inc.	1,250.00					\$1,250.00
University Title Company					2,500.00	\$2,500.00
Vera Bank	5,000.00					\$5,000.00
TOTAL	\$69,166.70	\$10,000.00	\$5,000.01	\$0.01	\$7,500.01	\$91,666.73

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS
OR SCHEDULES

Substantially all disclosures required by GAAP are omitted.

Greater Brazos Partnership

A/P Aging Summary

As of August 31, 2025

	CURRENT	1 - 30	31 - 60	61 - 90	91 AND OVER	TOTAL
Silver Seal Security		2,075.00				\$2,075.00
Traditions Golf Club	642.53					\$642.53
UBEO, LLC	535.00					\$535.00
Zoetis LLC					0.00	\$0.00
TOTAL	\$1,177.53	\$2,075.00	\$0.00	\$0.00	\$0.00	\$3,252.53

NO ASSURANCE IS PROVIDED ON THESE FINANCIAL STATEMENTS
OR SCHEDULES

Substantially all disclosures required by GAAP are omitted.

EXHIBIT B
Narrative Summary of Activity Report

EXHIBIT C
Performance Measures

EXHIBIT D
Certificates of Insurance



BRAZVAL-35

SABBOTT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/25/2025

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 Dexter & Company of Central Texas, Inc. 4030 Highway 6 S. Ste. 310 College Station, TX 77845	CONTACT NAME:		
	PHONE (A/C, No, Ext): (979) 764-8444	FAX (A/C, No): (979) 694-7603	
	E-MAIL ADDRESS:		
	INSURER(S) AFFORDING COVERAGE	NAIC #	
	INSURER A : Sentinel Insurance Company, Ltd.	11000	
INSURED Brazos Valley Economic Development Corporation 1716 Briarcrest Dr Suite 714 Bryan, TX 77802	INSURER B : United States Liability Insurance Group	25895	
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			61SBAIV0359	6/22/2025	6/22/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			61SBAIV0359	6/22/2025	6/22/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			61SBAIV0359	6/22/2025	6/22/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ 1,000,000
	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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Directors and Office			NDO1554202M	6/22/2025	6/22/2026	Per Occurrence 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 endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The General Liability policy contains a Broadening Endorsement with "Primary and Non-Contributory" wording. Waiver of Subrogation provided on the General Liability and Worker's Compensation policies only when there is a written contract between the named insured and the certificate holder that requires such status. 30 days notice of cancellation included.

CERTIFICATE HOLDER

CANCELLATION

City of College Station 1101 Texas Ave 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



BRAZVAL-05

MICHAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/26/2025

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 Cravens Warren Insurance Agency, Inc. 10011 W. Gulf Bank Rd. Houston, TX 77040	CONTACT NAME:	
	PHONE (A/C, No, Ext): (713) 690-6000	FAX (A/C, No): (713) 690-6020
INSURED G&A Outsourcing, LLC dba G&A Partners 17220 Katy Frwy; Suite 350 Houston, TX 77094	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Texas Mutual Insurance Company	NAIC # 22945
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N / A		0001076234	3/1/2025	3/1/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Form WC 42 03 11, Texas Professional Employer Organization (PEO) Endorsement, extends coverage to the covered employees of Brazos Valley Economic Development Corporation, the client of the Named Insured.

The Workers Compensation policy includes 30 Days Notice of Cancellation in favor of Certificate Holder; where required by written contract; per Form WC 42 06 01.

The Workers Compensation policy includes Form #WC 42 03 04 B Texas Waiver of Our Right to Recover From Others Endorsement in favor of certificate holder where required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City Of College Station 1101 Texas Avenue 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

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice: 30
2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 3/1/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001076234 of Texas Mutual Insurance Company effective on 3/1/25

Issued to: G & A OUTSOURCING LLC

DBA: G & A PARTNERS

This is not a bill

NCCI Carrier Code: 29939



Authorized representative

2/9/23

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver

Name of person or organization

(X) Blanket Waiver

Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS

3. Premium:

The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 3/1/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001076234 of Texas Mutual Insurance Company effective on 3/1/25

Issued to: G & A OUTSOURCING LLC

DBA: G & A PARTNERS

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

2/9/23

Texas Professional Employer Organization (PEO) Endorsement

This endorsement provides coverage for your covered employees to the client shown in the Schedule below.

This endorsement applies only if attached to a policy issued in your name as the primary insured, and only with respect to your client's and your covered employees under a professional employer services agreement between you and your client shown in the Schedule below.

Certain words and phrases in this endorsement are defined as follows:

Client means any person who enters into a professional employer services agreement with a PEO.

Coemployment relationship means a contractual relationship between a client and a PEO that involves the sharing of employment responsibilities with, or allocation of employment responsibilities to, covered employees in accordance with the professional employer services agreement and Texas Labor Code, Chapter 91.

Professional Employer Organization (PEO) means a business entity that offers professional employer services.

Covered employee means an individual having a coemployment relationship with a PEO.

Direct employee means an individual who is employed by a PEO or a client and does not have a coemployment relationship with a PEO.

Professional Employer Services Agreement means a contract between a PEO and a client that includes details of the coemployment relationship.

Part One (Workers Compensation Insurance) and Part Two (Employers Liability Insurance) apply to your covered employees to the client shown in the Schedule below. Under Part One, we will reimburse you for the benefits required by the workers compensation law if we are not permitted to pay the benefits directly to the persons entitled to them.

Under Part Two, the limits of our liability apply jointly to you and the client. Our duty is to provide a single defense for you and the client on a claim, proceeding, or suit for damages payable under this insurance.

The coverage afforded by this endorsement is not intended to satisfy the client's duty to secure its obligations under the workers compensation law for its direct employees.

If this policy is cancelled, we will send notice of such cancellation to you. You must notify each client by certified mail within three days of receipt of such notice.

Premium will be charged for covered employees of the client shown in the Schedule below. To satisfy your obligations under Part Five (Premium), C.2, you must maintain and furnish to us a complete payroll record by client for these covered employees.

Part Four (Your Duties If Injury Occurs) applies to you and to the client. The client will recognize our right to defend under Parts One and Two and our right to inspect under Part Six (Conditions).

Schedule

Client name

FEIN

Client ID

PER LIST ON FILE

Locations

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 3/01/25 at 12:01 a.m. standard time, forms a part of:

Policy no. 0001076234 of Texas Mutual Insurance Company effective on 3/01/25

Issued to: G & A OUTSOURCING LLC

DBA: G & A PARTNERS

This is not a bill



Authorized representative

NCCI Carrier Code: 29939

October 23, 2025
Item No. 7.12.
Texas Senate Bill 1173 required Purchasing updates

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the enactment of Texas Senate Bill 1173 and requirements outlined in the Texas Local Government Code Chapter 252 regarding raising the statutory threshold to \$100,000 for competitive bidding and competitive proposal requirements.

Relationship to Strategic Goals:

Good Governance

Financially Sustainable City

Recommendation(s): Under current law, a municipality must comply with the competitive bidding and competitive proposal requirements as required by the State of Texas.

Summary: On May 29, 2025, Texas Senate Bill 1173 was passed, raising the statutory threshold for competitive bidding and competitive proposal requirements outlined in Texas Local Government Code Chapter 252 to \$100,000. The new threshold became effective on September 1, 2025.

To adopt the new law, the Purchasing division of Fiscal Services has published a redline and updated version of the City's procurement policies and procedures.

In addition, Purchasing has also reinforced that departments should request sole source designations cautiously. These types of designations should only be pursued under exceptional and limited circumstances and shall not be used to circumvent City policy or statutorily required competitive solicitation processes. Clear justification and thorough documentation must accompany such requests to ensure compliance with our established criteria.

Lastly, while the increased threshold offers flexibility and streamlines certain processes, it does not alter our internal requirement for obtaining at least three informal quotes for purchases between \$3,000 and \$100,000.

Reinforcing these standards helps safeguard transparency, fair competition, and fiscal responsibility in the use of City funds.

Budget & Financial Summary: None

Attachments:

1. Threshold Increase - CMO Memo



TO: Bryan Woods, City Manager
Jeff Kersten, Assistant City Manager, CFO

FROM: Mary Ellen Leonard, Finance Director
Lisa Davis, Purchasing Manager

DATE: July 28, 2025

RE: Texas Senate Bill 1173 – Competitive Bidding/Proposal Threshold

Under current law, a municipality must comply with the competitive bidding and competitive proposal requirements outlined in Texas Local Government Code Chapter 252 before entering into a contract exceeding \$50,000.

On May 29, 2025, Texas Senate Bill 1173 was passed, raising the statutory threshold to \$100,000. The new threshold becomes effective as of September 1, 2025. In anticipation of this change, Purchasing respectfully requests approval to adopt the \$100,000 threshold by updating our procurement policies and procedures accordingly. Beginning September 1st, we intend to publish a redlined version of the existing Purchasing Manual reflecting only this change. Please note that a comprehensive revision of the Purchasing Manual is still under development and will be presented for City Manager review and approval once it has been vetted by Legal.

As we implement this update, we ask for continued support in upholding the integrity of our procurement processes. While the increased threshold offers flexibility and streamlines certain processes, it does not alter our internal requirement for obtaining at least three informal quotes for purchases between \$3,000 and \$100,000.

We also ask for your support in ensuring departments request sole source designations cautiously. These should only be pursued under exceptional and limited circumstances and shall not be used to circumvent City policy or statutorily required competitive solicitation processes. Clear justification and thorough documentation must accompany such requests to ensure compliance with our established criteria. Reinforcing these standards helps safeguard transparency, fair competition, and fiscal responsibility in the use of City funds.

Should you have any questions pertaining to this request, please contact Lisa Davis, Purchasing Manager, at Ext. 3558 or ldavis@cstx.gov.

Attachments: Senate Bill 1173 – Enrolled and purchasing manual pages that will be redlined to reflect the updated threshold.

APPROVED:

By: _____
City Manager

By: _____
Assistant City Manager/CFO

AN ACT

relating to the amount of an expenditure made by certain political subdivisions for which a competitive procurement method may be required.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

SECTION 1. Section 44.031(a), Education Code, is amended to read as follows:

(a) Except as provided by this subchapter, all school district contracts for the purchase of goods and services, except contracts for the purchase of produce or vehicle fuel, valued at \$100,000 [~~\$50,000~~] or more in the aggregate for each 12-month period shall be made by the method, of the following methods, that provides the best value for the district:

- (1) competitive bidding for services other than construction services;
- (2) competitive sealed proposals for services other than construction services;
- (3) a request for proposals, for services other than construction services;
- (4) an interlocal contract;
- (5) a method provided by Chapter 2269, Government Code, for construction services;
- (6) the reverse auction procedure as defined by Section 2155.062(d), Government Code; or
- (7) the formation of a political subdivision corporation under Section 304.001, Local Government Code.

SECTION 2. Section 775.084(a), Health and Safety Code, is amended to read as follows:

(a) Except as provided by Subsection (i), the board must submit to competitive bids an expenditure of more than \$100,000 [~~\$50,000~~] for:

- (1) one item or service; or
- (2) more than one of the same or a similar type of item or service in a fiscal year.

SECTION 3. Section 252.021(a), Local Government Code, is amended to read as follows:

(a) Before a municipality may enter into a contract that requires an expenditure of more than \$100,000 [~~\$50,000~~] from one or more municipal funds, the municipality must:

- (1) comply with the procedure prescribed by this subchapter and Subchapter C for competitive sealed bidding or competitive sealed proposals;
- (2) use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing; or
- (3) comply with a method described by Chapter 2269, Government Code.

SECTION 4. Section 252.0215, Local Government Code, is amended to read as follows:

Sec. 252.0215. COMPETITIVE BIDDING IN RELATION TO HISTORICALLY UNDERUTILIZED BUSINESS. A municipality, in making an expenditure of more than \$3,000 but less than \$100,000 [~~\$50,000~~], shall contact at least two historically underutilized businesses on a rotating basis, based on information provided by the comptroller pursuant to Chapter 2161, Government Code. If the list fails to identify a historically underutilized business in the county in which the municipality is situated, the municipality is exempt from this section.

SECTION 5. Section 262.003(a), Local Government Code, is

amended to read as follows:

(a) Any law that requires a county to follow a competitive procurement procedure in making a purchase requiring the expenditure of \$100,000 [~~\$50,000~~] or less does not apply to the purchase of an item available for purchase from only one supplier.

SECTION 6. Section 262.023(a), Local Government Code, is amended to read as follows:

(a) Before a county may purchase one or more items under a contract that will require an expenditure exceeding \$100,000 [~~\$50,000~~], the commissioners court of the county must:

(1) comply with the competitive bidding or competitive proposal procedures prescribed by this subchapter;

(2) use the reverse auction procedure, as defined by Section 2155.062(d), Government Code, for purchasing; or

(3) comply with a method described by Chapter 2269, Government Code.

SECTION 7. Section 271.024, Local Government Code, is amended to read as follows:

Sec. 271.024. COMPETITIVE PROCUREMENT PROCEDURE APPLICABLE TO CONTRACT. If a governmental entity is required by statute to award a contract for the construction, repair, or renovation of a structure, road, highway, or other improvement or addition to real property on the basis of competitive bids, and if the contract requires the expenditure of more than \$100,000 [~~\$50,000~~] from the funds of the entity, the bidding on the contract must be accomplished in the manner provided by this subchapter.

SECTION 8. Section 271.054, Local Government Code, is amended to read as follows:

Sec. 271.054. COMPETITIVE PROCUREMENT REQUIREMENT. Before the governing body of an issuer may enter into a contract requiring an expenditure by or imposing an obligation or liability on the issuer, or on a subdivision of the issuer if the issuer is a county, of more than \$100,000 [~~\$50,000~~], the governing body must:

(1) submit the proposed contract to competitive procurement; or

(2) use an alternate method of project delivery authorized by Chapter 2269, Government Code.

SECTION 9. Sections 252.312(b) and (c), Transportation Code, are amended to read as follows:

(b) If the county road engineer so recommends and the commissioners court considers it to be in the best interest of the county, a purchase in an amount of \$100,000 [~~\$50,000~~] or less may be made through negotiation by the commissioners court or the court's authorized representative on requisition to be approved by the commissioners court or the county auditor without advertising for competitive bids.

(c) A purchase may not be divided or reduced to avoid the competitive bidding requirement on a purchase that would otherwise cost more than \$100,000 [~~\$50,000~~].

SECTION 10. Section 451.110(c), Transportation Code, is amended to read as follows:

(c) Subsection (a) does not apply to a contract for:

(1) \$100,000 [~~\$50,000~~] or less;

(2) the purchase of real property;

(3) personal or professional services; or

(4) the acquisition of an existing transit system.

SECTION 11. The changes in law made by this Act apply only to a purchase made on or after the effective date of this Act. A purchase made before the effective date of this Act is governed by the law as it existed immediately before the effective date of this Act, and that law is continued in effect for that purpose.

SECTION 12. This Act takes effect September 1, 2025.

President of the Senate

Speaker of the House

I hereby certify that S.B. No. 1173 passed the Senate on April 10, 2025, by the following vote: Yeas 29, Nays 1; and that the Senate concurred in House amendment on May 20, 2025, by the following vote: Yeas 29, Nays 2.

Secretary of the Senate

I hereby certify that S.B. No. 1173 passed the House, with amendment, on May 15, 2025, by the following vote: Yeas 103, Nays 38, two present not voting.

Chief Clerk of the House

Approved:

Date

Governor

City of College Station Purchasing Manual

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\$100,000

Chapter 7: PURCHASES ~~\$50,000~~ OR LESS

Effective Date	February 5, 2018
Submitted By Purchasing Manager	Lisa N Davis 12-12-2017
Reviewed By Finance Director	mo Leonard 12-20-17
Reviewed By Legal	1-9-2017
Approved By City Manager	1-11-18

General Information

Unless expressly provided for otherwise in this manual, this chapter applies to all purchases \$50,000 or less. All contracts and purchases shall be made so as to obtain the best value for the City, with bids, proposals, or quotations solicited whenever appropriate.

For all purchases, the User Department must make sure that a sufficient amount of unencumbered funds is available before making a purchase.

\$100,000

Purchasing Process

Generally, purchases ~~\$50,000~~ or less follow this process:

1. Identify the business purpose/need;
2. Verify availability of funds based upon general understanding of costs for the item or service;
- 3. Define and finalize purchasing requirements, purchasing specifications, and scope of work;**
- 4. User Department to submit electronic requisition to Purchasing Division;**
- 5. When applicable, solicit informal bids, quotes, or proposals;**
- 6. Prepare and process contracts, if applicable;**
- 7. Purchasing Division to generate purchase orders and place orders with contractors;**
8. Accept delivery of goods and services, and verify completeness;
9. Acknowledge receipt of the item or service electronically and submit original invoice to

Accounting if the invoice was not directly sent there;

10. User Department to match the item or service received to the amount of the invoice; and
11. Accounting to disburse payment.

Nos. 3-7 (shown in bold and italic) are required only for purchases \$3,000 and over

Procedures for purchases less than \$3,000

Generally, purchases less than \$3,000 may be made by Department Directors or their respective designees without approval of the Purchasing Division. However, the Purchasing Division is always available to assist when making purchases of any value and of all kinds.

Purchases under \$3,000 should be made using a City-issued Procurement Card or Departmental Card (P-Card or D-Card). Should the vendor be unable to accept a credit card as a form of payment, a Request for Check (RFC) shall be used as the secondary choice for payment.

Procurement Card (“P-Card”) or Departmental Card (“D-Card”) purchases

First, the User Department selects the desired vendor to make the purchase. To make a purchase under \$3,000 using the City’s P-Card or D-Card, the City’s Procurement Card Policy must be followed as set forth in Chapter Six of this Manual.

Request for Check (“RFC”) purchases

If a vendor is unable to accept a City-issued P-Card or D-Card, the Request for Check (RFC) process may be used. Refer to the Tyler Munis Training Manual on CityNet for instructions on how to complete the RFC process.

Procedures for Purchases \$3,000 to ~~\$50,000~~

\$100,000

\$100,000

All purchases greater than \$3,000 but less than ~~\$50,000~~ should be processed in accordance with the following procedure and requires working with the Purchasing Division.

The User Department and the Purchasing Division shall coordinate to obtain three or more competitive quotes when feasible and practical. These may be telephone quotes using the form attached as Appendix K hereto.

\$100,000

Before making purchases of more than \$3,000 and less than ~~\$50,000~~, the City must check the list on the Texas State Comptroller's Office website to determine if there are Historically Underutilized Businesses (HUBs) within Brazos County limits for goods or services being purchased. If so, the City is required to contact at least two HUBs on a rotating basis. If the list fails to identify a HUB in Brazos County, the City is exempt from this requirement.

The employee responsible for the purchase must fill out the electronic requisition form which must then be approved by User Department Director or his designee.

The purchase requisition form must be completely filled in either by the User Department or the Purchasing Division with all known information, including quantity, description, account code, unit price, total price, required delivery dates, freight, payment terms, and competitive quotes, if applicable.

If the Purchasing Division is to obtain pricing, it will be necessary to fill in only the quantity and a complete description of the items to be ordered.

The automated requisition must be electronically approved based on the department approval hierarchy. Following this approval, the Purchasing Division will issue a purchase order to the vendor, encumbering the funds from the User Department.

The vendor should be informed of the correct "bill to" and "ship to" addresses and reminded to show the purchase order number on the invoice to avoid a delay in payment.

Under no circumstances should a vendor be instructed to send an invoice to the attention of anyone other than the Accounting Division. Should an invoice be received by anyone other than Accounting Division, it should be immediately forwarded to the Accounting Division.

User Department shall be responsible for the actual receipt of goods and services. After materials have been received, the User Department will acknowledge the receipt of goods and services electronically in the City's financial software. The Department then forwards all other receiving information, i.e.: delivery ticket, packing

slip, freight bill, and original invoice, if applicable, within two working days to the Accounting Division.

Accounting Division will match the receipt with the invoice and will be responsible for paying the vendor and for maintaining a record of same.

Should a problem exist with goods received or services performed which would warrant a delay in payment, the employee must notify the Accounting Division within two working days by email or other written notification. Such notification shall describe the problem and request a "hold" on the invoice until the problem is resolved. The Accounting Division shall be informed by the employee as to any status changes.

*Exception: It is standard policy that all purchases greater than \$3,000 shall require a purchase order; however, in exceptionally unique and/or emergency situations, and when in the City's best interest, a Department Director may request the use a City procurement card as the method of payment for purchases needed for the specific situation. Refer to Chapter 6 – Purchasing Card Policies and Procedures, Card Limits for the policy/procedure for requesting card limit increases greater than the maximum allowable limit level available to Cardholders.

\$100,000

Chapter 8: Purchases Exceeding ~~\$50,000~~

Effective Date	February 5, 2018
Submitted By Purchasing Manager	Rina D. Davis 02-02-18
Reviewed By Finance Director	MO Leonard 2-2-18
Reviewed By Legal	[Signature] 2-5-18
Approved By City Manager	[Signature] 2.5.18

General Information

Except as may be expressly provided for otherwise pursuant to this manual and applicable law, purchases of more than ~~\$50,000~~ shall be made in accordance with this Chapter. **\$100,000**

Sometimes one or more Departments may have similar purchasing needs that in the aggregate exceed \$50,000. In such cases, the Purchasing Division may combine these requests and use one procurement process.

In all cases, the User Department must have available funds for the procurement and work closely with the Purchasing Division so that the proper documentation, including specifications, can be prepared.

\$100,000

Generally, before a City may make a purchase of more than ~~\$50,000~~, competitive sealed bids or competitive sealed proposals will be required.

If the City is considering using a method other than competitive sealed bidding, the City must determine before notice is given, the method of purchase that provides the best value to the City.

\$100,000

Procedures for Competitive Sealed Bids

The process for purchases exceeding ~~\$50,000~~ is composed of several stages beginning with requisitioning the purchase and culminating with the receipt and payment for goods and services. For all purchases

\$100,000

~~\$50,000~~ or greater, the User Department should segregate requisitioning, approving and receiving functions where possible.

The Purchasing Division will work with the User Department in preparing and assembling all the solicitation documents, including the Invitation to Bid, the bid specifications, the contract, the drafting and placement of legal ad(s) in the newspaper and online, and preparation of bidder mailing lists.

The invitation to bid shall include the following Best Value selection criteria:

- The purchase price;
- The reputation of the bidder and of the bidder's goods or services;
- The quality of the bidder's goods or services;
- The extent to which the goods or services meet the City's needs;
- The bidder's past relationship with the City;
- The impact on the ability of the City to comply with laws and rules relating to contracting with historically underutilized businesses (HUBs) and non-profit organizations employing persons with disabilities;
- The total long-term cost to the City to acquire the bidder's goods or services; and
- Any relevant criteria specifically listed in the request for bids or proposals.

In consultation with the User Department, the Purchasing Division will set the advertising dates and schedule the bid opening date and time.

As bids are received, the Purchasing Division will place them in a secure location until the date and time of the bid opening, at which point they will be publicly opened and read aloud. Electronically received bids will be held encrypted until bid opening.

The Purchasing Division will prepare a tabulation for each item or group of items following the bid opening and will forward the results to the User Department.

- Familiarity with City's previous works.

Request for Qualification(s) (RFQ)

A Request for Qualification(s) must be used when:

- The work involves a construction project that is valued at \$1,000,000 or more; or
- Any portion of the work includes architectural, engineering, or land surveying services, where the total contract is valued at ~~\$50,000~~ **\$100,000** or more.

An RFQ sets forth criteria by which the selection of these types of Professional Services will be made. Below are some of the evaluation criteria commonly used. The criteria may be customized to each RFQ solicited and need not include every listed criterion. Criteria-weighting factors may be utilized to identify the relative importance placed upon these items:

- Summary of prospective provider administration, organization and staffing;
- Demonstrated competence and qualifications of the individuals who will be directly responsible for the management and delivery of the proposed work;
- Demonstrated technical adequacy of the personnel and sub-consultants to be utilized for the proposed work;
- Demonstrated experience of the service provider based upon previous work similar to that of the type considered;
- Demonstrated success of the service provider based upon the record of performance on other projects (both City of College Station and projects for other entities);
- Demonstrated history of provider's accuracy of cost estimates and ability to perform within budget constraints;
- Workload capacity and history of performing work within a specified schedule; and
- Proposed approach for the design project or study.

personal services and is valued at ~~\$50,000~~ or more.

Weighted criteria must be used in the RFP process. The same criteria as set forth in the RFQ process may be used in the RFP process with the addition of pricing. Types of criteria regarding pricing include asking about the total proposed price, pricing methodology, estimated number of hours and hourly rate(s), and similar pricing information. For personal services and planning services, the RFP must specify the relative importance of price and other evaluation factors.

Like the RFQ, each RFP may be customized based on the unique circumstances of each solicitation. In response to the RFP, the prospective provider submits Sealed Proposals.

Sealed Proposals will be evaluated using the following methodology:

- All firm(s) reasonably considered to be selected based on criteria set forth in the RFP may be given an opportunity to make a presentation and/or interview with the City;
- Proposals will be evaluated based on the weighted criteria published in the RFP;
- Proposals will be ranked in order based on the weighted scores; and
- Contract negotiations will begin with the top ranked firm.

Should negotiations with the highest ranked firm fail to yield a contract, negotiations will formally end and will commence with the next highest ranked firm until an agreement is reached.

The City may, in its sole discretion, award a Professional Services contract without interviews or negotiations, and based solely on information supplied in the responses.

An RFP may be dispensed with in cases where a proposed project is the extension or expansion of a previous project.

specify as to all bids the same or substantially similar specifications." *Attorney General Opinion MW-296*.

A change order form must be filled out for all written contract documents. This form is available on Citynet.

All change orders must include sufficient explanation or detail for the City Manager to make an informed decision to change the original contract. If necessary, a supplemental memo or supporting documentation may be attached to the change order form.

**Changes to
Materials,
Equipment,
Supplies,
Other
Commodities,
and General
Services**

\$100,000

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 procurement requirements as applicable; and

\$100,000

\$100,000

When a change order is for more than \$50,000 or if a change order results in a revised total contract amount that exceeds \$100,000, the change order must be approved by City Council. In all cases the original contract price may not be changed by more than 25 percent. Additionally, the original contract price may not be decreased by more than 25 percent without the consent of the contractor.

**Changes to
Contracts for
Professional
Services**

When the original contract amount plus all change orders is \$100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than \$100,000. For such contracts, when a change order results in a total contract amount that exceeds \$100,000, the City Council must approve such change order prior to commencement of the services or work; and

When the original professional services contract amount plus all change orders is equal to or greater than \$100,000, the City Manager or his designee may approve

October 23, 2025
Item No. 7.13.
Property Tax Roll

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approval of the 2025 Property Tax Roll in the amount of \$79,763,607.20

Relationship to Strategic Goals:

Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends approval of the 2025 Property Tax Roll in the amount of \$79,763,607.20.

Summary: Section 26.09 (e) of the Texas Property Tax Code mandates formal approval of the Tax Roll by the City Council as the final step in the process of establishing the tax roll for the new year. The tax roll consists of the Maintenance and Operations levy and the Interest and Sinking fund levy.

Budget & Financial Summary: The tax roll that will be generated by the tax rate of \$0.511872 per \$100 assessed valuation is \$79,763,607.20. This tax rate was adopted by the City Council on August 28, 2025.

Attachments:

1. City of College Station Signed Levy Notification
2. City of College Station LevyTotals

Melissa Leonard, PAC
Brazos County Tax Assessor/Collector
4151 County Park Ct.
Bryan, TX 77802
979-775-9930
979-775-9938 - Fax



October 13, 2025

Honorable John Nichols, Mayor
City of College Station
P. O. Box 9960
College Station, TX 77842

RE: Certification of 2025 Levy

Dear Mayor Nichols:

Please place approval of the 2025 tax levy on the next city council agenda. Enclosed with this correspondence is the calculated 2025 levy for the City of College Station.

Approval of the Levy as provided in Sec. 26.09 (e) is the final step in the creation of the tax rolls for the county. Please contact me if you have any questions concerning the information.

Respectfully,

A handwritten signature in blue ink, appearing to read "Melissa Leonard", is written over a horizontal line.

Melissa Leonard, PCAC
Tax Assessor/Collector
Brazos County, Texas

2025 LEVY TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 35,233

Grand Totals

10/7/2025

11:30:41AM

Land		Value			
Homesite:		2,213,304,146			
Non Homesite:		2,330,542,434			
Ag Market:		156,158,983			
Timber Market:		0	Total Land	(+)	4,700,005,563
Improvement		Value			
Homesite:		7,582,113,482			
Non Homesite:		6,859,464,627	Total Improvements	(+)	14,441,578,109
Non Real		Count	Value		
Personal Property:	3,348		1,009,800,649		
Mineral Property:	1,207		6,882,073		
Autos:	0		0	Total Non Real	(+)
			Market Value	=	1,016,682,722
					20,158,266,394
Ag	Non Exempt	Exempt			
Total Productivity Market:	156,158,983	0			
Ag Use:	772,931	0	Productivity Loss	(-)	155,386,052
Timber Use:	0	0	Appraised Value	=	20,002,880,342
Productivity Loss:	155,386,052	0			
			Homestead Cap	(-)	155,331,099
			23.231 Cap	(-)	248,646,686
			Assessed Value	=	19,598,902,557
			Total Exemptions Amount (Breakdown on Next Page)	(-)	3,390,495,978
			Net Taxable	=	16,208,406,579

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count		
DP	30,701,434	26,954,928	95,085.26	99,345.95	85		
OV65	1,985,770,730	1,704,515,053	5,565,123.89	5,618,163.36	4,414		
Total	2,016,472,164	1,731,469,981	5,660,209.15	5,717,509.31	4,499	Freeze Taxable	(-)
Tax Rate	0.5118720						1,731,469,981
						Freeze Adjusted Taxable	=
							14,476,936,598

Levy Info			
M&O Rate:	0.3092040	M&O Tax:	48,182,415.98
I&S Rate:	0.2026680	I&S Tax:	31,581,191.22
Protected I&S Rate:	0.0000000	Protected I&S Tax:	0.00
		Ag Penalty:	0.00
		PP Late Penalty:	0.00
		Late Correction	13.63
		Penalty:	
		Total Levy	79,763,607.20
Tax Increment Finance Value:	0		
Tax Increment Finance Levy:	0.00		

2025 LEVY TOTALS

C2 - CITY OF COLL. STAT.

Property Count: 35,233

Grand Totals

10/7/2025

11:30:46AM

Exemption Breakdown

Exemption	Count	Local	State	Total
CHODO (Partial)	2	14,525,221	0	14,525,221
DP	87	0	0	0
DV1	96	0	907,000	907,000
DV1S	4	0	20,000	20,000
DV2	68	0	633,750	633,750
DV2S	4	0	30,000	30,000
DV3	78	0	811,076	811,076
DV3S	4	0	40,000	40,000
DV4	441	0	1,965,745	1,965,745
DV4S	38	0	198,000	198,000
DVHS	322	0	141,783,559	141,783,559
DVHSS	27	0	9,521,367	9,521,367
EX	4	0	1,116,565	1,116,565
EX-XG	1	0	195,694	195,694
EX-XJ	1	0	10,510	10,510
EX-XL	1	0	354,256	354,256
EX-XN	11	0	15,280,453	15,280,453
EX-XR	1	0	14,589	14,589
EX-XU	1	0	18,579,060	18,579,060
EX-XV	643	0	2,523,077,500	2,523,077,500
EX-XV (Prorated)	2	0	477,163	477,163
EX366	1,287	0	529,537	529,537
FR	7	6,302,951	0	6,302,951
FRSS	3	0	1,179,413	1,179,413
HS	12,567	274,896,633	0	274,896,633
MASSS	3	0	988,613	988,613
MED	5	0	243,348,672	243,348,672
OV65	4,588	132,738,932	0	132,738,932
OV65S	6	150,000	0	150,000
PC	7	219,726	0	219,726
SO	19	599,993	0	599,993
Totals		429,433,456	2,961,062,522	3,390,495,978

October 23, 2025

Item No. 8.1.

Northgate Small Area Plan Engagement Report Update

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the Northgate Small Area Plan Engagement Report Update.

Relationship to Strategic Goals:

Recommendation(s): NA

Summary: Staff presented the Greater Northgate Small Area Plan Engagement Report at the July 10th, 2025 City Council meeting workshop. At the conclusion of the workshop Council asked for some time to digest the report and proposed action items from the community, and asked staff to come back at a later date with a status of the various community request items. The file attached to this coversheet consists of three "buckets" that staff put the 50 action items into. The first bucket consists of items that are already, in varying capacities, being explored or enacted by the City. The second bucket consists of items that could be classified as components of various engagement efforts, such as the Active Transportation Plan update, that would be incorporated or acted on by staff during a future process. The last bucket is the main focus of the workshop agenda. These are 33 action items that need council direction on whether the City pursues them or not. Alternatively, staff could continue the Small Area Planning process, analyze the ideas for feasibility and alignment with staff's professional expertise across the City. This would generate an implantation plan that council could adopted which allows future Councils and staff, as well as the community, to know what the direction and goals are for Northgate over a 10-20 year horizon.

Budget & Financial Summary:

Attachments:

1. Northgate SAP Action Items

Action Item		
In Progress (Underway or Upcoming)	On the Horizon (Not yet started, but being explored)	Needs Direction from Council
Extend the pedestrian wall on University Drive. Extend the existing University Drive pedestrian wall eastward as well as westward to at least 203 University Drive to better separate pedestrians from traffic. Conduct bicycle and pedestrian demand and safety study in the Northgate District. Analyze bicycle and pedestrian demands and meet desired safety outcomes by prioritizing signal timing, providing crossing enhancements along Church Avenue and other locations, lighting upgrades, ADA-compliant facilities, and other identified improvements. Further develop the pedestrian and bicycle grade separation feasibility study for the University Drive corridor. Coordinate with other agencies and stakeholders to conduct engineering, cost, and location studies to prioritize implementation of grade-separated crossings across University Drive along with identifying funding mechanisms. Prioritize improved crossing solutions along the College Avenue corridor. Explore signalization, street alignments, mid-block pedestrian crossings, bike facilities, and potential grade separations from University Drive to Inlow Boulevard to establish safe east-west connectivity across College Avenue.	Amend the Bicycle, Pedestrian, and Greenways Master Plan to include planned sidewalks to create a complete pedestrian network. Amend the Master Plan to ensure a complete sidewalk network on all streets within the planning area, except for Inlow Boulevard, Wellborn Road, and any segments where a shared use path provides equivalent access. Amend the Bicycle, Pedestrian, and Greenways Master Plan to include planned shared use paths along arterial roadways of University Drive, College Avenue, and Wellborn Road. Amend the Master Plan to increase bicycle and pedestrian access and safety to include shared use paths to be planned along the north side of University Drive from Texas Avenue to Wellborn Road, the west side of College Avenue from University Drive to the City limit, and the east side of Wellborn Road from University Drive to the City limit. Amend the Bicycle, Pedestrian, and Greenways Master Plan to include a planned shared use path along the Burton Creek Tributary and Inlow Boulevard. Amend the Master Plan for a planned off-street path connecting College Main to Nagle Street along the Burton Creek Tributary and then along Inlow Boulevard that would connect Northgate Park to Hensel Park. Maintain and expand the sidewalk network. Perform an audit of the existing sidewalk infrastructure for needed improvements and prioritize sidewalk gap-filling and widening, as feasible, into capital improvements and development review processes. Conduct Bicycle Parking Evaluation. Assess current availability and install secure, well-lit bike racks in public spaces and near key destinations. Partner with TxDOT and Texas A&M University to design and construct grade-separated crossings at priority locations. Design and construct bicycle and pedestrian grade separations at key locations along the University Drive corridor to reduce safety conflicts and improve connections to the Texas A&M University campus and other key destinations.	Conduct analysis on alternative for the Wellborn Road cross-section. Evaluate options to retrofit the existing four-lane undivided roadway to consider turn lanes, designated bicycle infrastructure, and pedestrian crossings to increase safety and access along the Wellborn Road corridor. Conduct feasibility study on one-way street conversions. Evaluate potential conversions of streets (e.g., Tauber and Stasney) to one-way operations for potential to expand sidewalk width, introduce protected bike lanes, and/or increase on-street parking. The study could include how one-way street configurations could support flexible curb space, ride-share/drop-off, bike parking, and café seating. Extend streets for enhanced connectivity. Extend Cherry Street to connect with Maple Avenue to improve east-west movement. Extend Tauber Street to Aspen Street in coordination with the City of Bryan. Conduct feasibility study for plan area transit circulator system. Conduct a study on a transit circulator system (e.g., trolley or shuttle service). If feasible, pilot the service during major events (e.g., game days, Parents Weekend). Coordinate with TAMU Transit, Brazos Transit District, and regional transit organizations to improve transit mobility to and within the planning area. Collaborate with these partners to enhance bus stop amenities, signage, and pedestrian connections to transit stops. Improve lighting and visibility to improve pedestrian safety. Install pedestrian-scale lighting along sidewalks, shared-use paths, at crossings, and along trail corridors, especially in areas with nighttime activity.
Establish a formalized communication channel between Northgate District businesses and the City. This communication channel can be utilized to coordinate marketing and events, share feedback, and steward district improvements and advocacy. Ensure consistent upkeep of public spaces and maintain hardscaping elements in good repair. Prioritize graffiti removal, trash collection, lighting repair, and tree health management to keep public areas clean, safe, and welcoming. Implement smart parking systems with real-time garage availability signage. Use signage at key entry points to displace availability to reduce congestion and unnecessary circulation. Study the feasibility of implementing a dynamic pricing model for City parking spaces. Dynamic pricing can encourage turnover and balance parking demand. Complete a block-by-block lighting audit focused on areas with inadequate illumination or non-functioning fixtures. Replace outdated fixtures and upgrade to pedestrian-scale, energy-efficient lighting. Install additional lighting in areas with inadequate illumination to improve the feeling of safety in the district.	Collaborate with local businesses and organizations to host diverse events and programs. Programs could include farmers markets, art walks, street festivals, seasonal events, and alumni/family weekend specials. Continue working with residents, businesses, students, and Texas A&M to ensure implementation remains aligned with community needs and aspirations.	Conduct a comprehensive evaluation of the City of College Station's policies and implementation efforts related to active ground-floor uses in the Northgate District. The study should identify existing challenges, measure effectiveness to date, and benchmark best practices from peer cities to inform future strategies. Explore repurposing the city-owned surface parking lot to accommodate a variety of uses. Potential uses include a community gathering area, flexible event space, a pocket park, public parking, or low-profile mixed-use development that complements the scale and character of adjacent buildings. Evaluate amending the UDO to update sidewalk width requirements, tree spacing, and street furniture placement. This amendment will specify placement standards that avoid clutter and maintain clear pedestrian flow. Evaluate amending the UDO to update landscape diversity requirements. This amendment will require native or adaptive plantings, discourage monoculture species, and prioritize shade canopy in parking lots and public plazas.

Evaluate amending the NG-1 Design District standards to preserve and enhance Northgate’s character. Conduct a comprehensive evaluation of the NG-1 Zoning District and related regulations to better support adaptive reuse, preserve historic and cultural character, and guide compatible new development.

Study the feasibility of establishing a historic preservation program for the Northgate area. This effort should include an updated historic resources survey to map historically and culturally significant sites. The inventory should encompass architecturally notable structures as well as locations of social or cultural importance, with particular attention to properties identified by the stakeholder committee—such as legacy bars, churches, and civic landmarks.

Establish a façade improvement program to improve building frontages and rear public entries. This program would incentivize improvements through matching grants.

Encourage and facilitate the creation of murals and public art by local artists. Public art plays a central role in placemaking, creating visually engaging spaces that reflect Northgate’s unique cultural character.

Promote adaptive reuse over demolition. Use planning review and incentives to guide property owners toward adaptive reuse and rehabilitation of aging buildings instead of teardown-rebuild cycles.

Celebrate local history and cultural character through programming and public realm design. Collaborate with the Northgate District Association and local institutions to host walking tours and heritage festivals. Incorporate historic references in public design elements—such as benches, lighting, and signage—to showcase the district’s identity and sense of place.

Develop a branding strategy for the Northgate Bar District that creates a unified visual identity reflecting the district’s unique character and cultural energy. This strategy should include design-forward, district-branded elements such as gateway signage, street light banners, and promotional materials.

Develop a Business Recruitment Toolkit. Provide marketing materials, demographic profiles, leasing information for target sites, and potential incentives or assistance programs.

Explore incentives to attract businesses such as neighborhood-scale retail, wellness services, and grocers. Incentives may include rent subsidies, build-out grants, or streamlined permitting for ground-floor activation in key corridors.

Expand small business support programs to revitalize inactive commercial spaces by helping entrepreneurs with permitting, financing, marketing, and tenant improvements. Prioritize support for locally owned businesses, particularly those that generate daytime foot traffic and service-oriented uses.

Coordinate with Texas A&M University to market Northgate as a tourism destination. Key opportunities include major campus events, athletic games, and conferences.

Enhance public plazas and pedestrian promenades such as the College Main Plaza and Second Street Promenade. Consider the addition of movable seating, art installations, and decorative lighting.

Identify opportunities for new permanent and pop-up public spaces at key locations. Potential sites include Second Street at Louise, sites near Northgate Park, and along the Church Avenue corridor.

Develop a Patricia Street Promenade Master Plan that provides infrastructure to support community gatherings and events. The plan should consider landscaping and stormwater features, permanent seating, shade pavilions, flexible spaces for event setups, and access to power and lighting for evening events.

Enhance streetscapes and create tree-lined, green streets along major corridors such as University Drive, College Main, and Church Avenue. Improve the visual appeal, comfort, and environmental performance of major streets by incorporating planting strips, bioswales, and appropriately spaced trees with adequate root zones to provide shade, reduce heat, and manage stormwater.

Develop a master plan for Northgate Park. Consider park enhancements such as additional pavilions, trail connections, and public art that showcases Northgate's unique character, along with exploring possible ways to expand the park's physical footprint.

Work collaboratively with Texas A&M University to enhance Hensel Park as a vibrant recreational and cultural destination. Improve public access through trails and safe crossings from the Northgate District and surrounding neighborhoods.

Develop a Northgate Parking and Curb Management Plan. The plan should designate specific zones for short-term, long-term, and event parking, while also managing curb space for ride-share drop-offs, deliveries, and transit stops.

Encourage shared parking agreements between adjacent properties. Promote coordination among residential towers, commercial users, churches, and entertainment venues to improve overall parking efficiency.

Support multimodal access with a focus on pedestrian and bicycle safety. Prioritize safety improvements near garages, curb zones, and delivery areas to enhance walkability and bike access throughout the district.

Explore changes to Northgate District solid waste collection procedures. Consider adjustments to reduce the visibility of unsightly bins in pedestrian areas and to improve compliance with proper use procedures among businesses participating in the trash compactor program.

Provide an annual update on the progress made toward implementing the goals and actions outlined in this plan. Staff will document progress through the Comprehensive Plan and Unified Development Ordinance Annual Review.

Conduct an audit of the plan 10-years after adoption to assess the successes and shortcomings of the plan and its implementation. Based on the audit results, City Council may either recommend retiring the plan or direct staff to initiate a plan update.

October 23, 2025
Item No. 8.2.
Overnight Parking

Sponsor: Jennifer Prochazka, Assistant City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation and discussion regarding overnight parking options in residential areas near the University.

Relationship to Strategic Goals:

Recommendation(s): Staff recommends that City Council receive the presentation and provide direction, if desired.

Summary: This item is an opportunity for City Council to receive public feedback related to potential overnight parking limits in residential areas near Texas A&M University.

Staff will present results of the survey and feedback received during the public meeting, as well as operational information.

Budget & Financial Summary:

Attachments:

None

October 23, 2025
Item No. 8.3.
Baseball and Other Capital Projects Discussion

Sponsor: Bryan Woods, City Manager

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the Veterans Park baseball field project, potential baseball fields in the Midtown area, and other capital projects.

Relationship to Strategic Goals:

Core Services and Infrastructure

Recommendation(s):

Summary: This item is an opportunity for Council to discuss various baseball and other capital project opportunities.

Budget & Financial Summary:

Attachments:

None

October 23, 2025
Item No. 9.1.
2013 GOB Cash Defeasance

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible actions on an ordinance authorizing the redemption of a portion of City of College Station General Obligation Improvement & Refunding Bonds, Series 2013 and approving a related escrow agreement.

Relationship to Strategic Goals:

Financially Sustainable City

Recommendation(s): Staff recommends council approval of the ordinance authorizing the redemption of a portion of City of College Station General Obligation Improvement & Refunding Bonds, Series 2013 and approving a related escrow agreement.

Summary: The city takes an active approach in managing our debt service obligations and looks for ways to reduce this obligation. The city uses refunding bonds to refinance eligible bonds and, when available, cash to defease or payoff early eligible bonds. Constant evaluation of the interest rate market and available funds are done to identify opportunities to reduce our debt service obligation.

Each new issue bond becomes callable or available to payoff early after 10 years from its issuance. The city targets a net present value of savings of at least 5% when evaluating whether to pay bonds off early or refinance. By defeasing the 2013 Series General Obligation Improvements and Refunding Bonds, this will save the city a cashflow of \$664,147 over the life of the bonds and represents a net present value savings of 5.5% compared to the opportunity cost of the funds used to defease.

Budget & Financial Summary: Planned defeasance was budgeted in the Approved FY26 Annual Budget within the Debt Service Fund.

Attachments:

1. Ordinance Redeeming Outstanding Bonds (COCS) (ver 1)
2. Ordinance Redeeming Outstanding Bonds (COCS) (ver 1) - Signature Pages

ORDINANCE AUTHORIZING THE REDEMPTION OF A PORTION OF CITY OF COLLEGE STATION GENERAL OBLIGATION IMPROVEMENT & REFUNDING BONDS, SERIES 2013 AND APPROVING A RELATED ESCROW AGREEMENT

WHEREAS, City of College Station (the "*City*") has issued its City of College Station General Obligation Improvement & Refunding Bonds, Series 2013 (the "*Bonds*");

WHEREAS, the Bonds maturing on or after February 15, 2023 are subject to redemption prior to stated maturity, at the option of the City, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof, on February 15, 2022, or any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date fixed for redemption;

WHEREAS, this City Council of the City finds and determines that it is necessary and in the best interests of the City to use excess interest and sinking fund tax collections to redeem a portion of the Bonds, thus reducing the total dollar amount of debt service paid over the original life of the Bonds; and

WHEREAS, the City is authorized to deposit any available funds or resources, directly with a trust company or commercial bank that does not act as a depository for the City, in order to make financial arrangements for the final payment of its outstanding bonds; and

WHEREAS, the ordinance that authorized the issuance of the Bonds provides that notice of redemption of the Bonds shall be mailed to the registered owners thereof at least thirty days prior to the redemption date; and

WHEREAS, it is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public, and public notice of the time, place, and purpose of said meeting was given, all as required by Chapter 551, Texas Government Code.

THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF CITY OF COLLEGE STATION:

Section 1. The City hereby exercises its option to redeem a portion of the Bonds on December 16, 2025 (the "*Redemption Date*") in the principal amounts as shown below. The Bonds below constitute the "*Redeemed Bonds*":

<u>Maturity Date</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Redeemed</u>	<u>CUSIP</u>	<u>Redemption Date</u>
02/15/2027	\$455,000	\$455,000	194469AP7	100%
02/15/2028	\$475,000	\$475,000	194469AQ5	100%
02/15/2029	\$495,000	\$495,000	194469AR3	100%
02/15/2030	\$510,000	\$510,000	194469AS1	100%
02/15/2031	\$540,000	\$540,000	194469AT9	100%
02/15/2032	\$560,000	\$560,000	194469AU6	100%
02/15/2033	\$580,000	\$580,000	194469AV4	100%

Section 2. On or before December 16, 2025, the City shall deposit with or make available to The Bank of New York Mellon Trust Company, N.A., Dallas, Texas (the "*Paying Agent/Registrar*"), funds in

an amount sufficient to pay the redemption price of the portion of the Redeemed Bonds called for redemption on the Redemption Date. The Redemption Price for the Redeemed Bonds is \$3,665,893.52 being \$3,615,000.00 in principal amount and \$50,893.52 in accrued but unpaid interest.

Section 3. The Redeemed Bonds called for redemption shall be presented for redemption and payment to the Paying Agent/Registrar in accordance with a notice of redemption and shall not bear interest after the Redemption Date. The Paying Agent/Registrar is hereby authorized and directed to disseminate a notice of redemption to be mailed by the Paying Agent/Registrar at least thirty days prior to the Redemption Date by United States mail, first-class postage prepaid, to the registered owner of each Redeemed Bond to be redeemed at its address as it appeared on the day such notice of redemption is mailed and to major securities depositories, national bond rating agencies, MSRB Electronic Municipal Market Access, and bond information services.

Section 4. The City Manager and Assistant City Manager/CFO (each an “*Authorized Officer*”) of the City is further authorized to enter into and execute on behalf of the City with the escrow agent named therein, an escrow agreement, which escrow agreement will provide for the escrow of the funds until needed only to pay the Redeemed Bonds so called for redemption plus accrued but unpaid interest. Each Authorized Officer is authorized to purchase such securities in the escrow fund under the escrow agreement, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow fund described in the escrow agreement. The City may obtain, at its sole discretion, a report or certificate verifying that any investments purchased under the escrow fund will mature and pay interest in such amounts which, together with any uninvested funds in the escrow fund, will be sufficient to pay, when due, the principal of and interest on the Redeemed Bonds.

Section 5. Each Authorized Officer are hereby authorized and directed to take such actions and to execute and deliver such documents, certificates and receipts, including without limitation notice of redemption and material events notices with respect to the Redeemed Bonds, as necessary or appropriate to consummate the transactions authorized by this Ordinance and to redeem the Redeemed Bonds in accordance with the provisions and requirements of said Bonds.

PASSED AND APPROVED ON OCTOBER 28, 2025.

City Secretary; City of College Station

Mayor; City of College Station

ESCROW AGREEMENT

THIS ESCROW AGREEMENT, dated as of October 28, 2025 (the *Agreement*) is entered into by and between the City of College Station (the *Issuer*) and The Bank Of New York Mellon Trust Company, N.A., Dallas, Texas, as escrow agent (the *Escrow Agent*). The addresses of the Issuer and the Escrow Agent are shown on Exhibit A attached hereto and made a part hereof.

WITNESSETH:

WHEREAS, the Issuer heretofore issued and there presently remain outstanding the obligations (the *Refunded Obligations*) described in Exhibit B attached hereto and made a part hereof; and

WHEREAS, the Refunded Obligations are scheduled to be payable at such times and in such amounts as are set forth in Exhibit C attached hereto and made a part hereof; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the maturity or redemption dates of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose; and

WHEREAS, Chapter 1207, Texas Government Code (*Chapter 1207*), authorizes the Issuer to deposit an amount of money sufficient to provide for the payment or redemption of the Refunded Obligations to be paid or redeemed in whole or in part without issuing refunding bonds, directly with a paying agent for any of the obligations to be refunded, paid, or redeemed, and such deposit, if made before such payment dates and in sufficient amounts, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, Chapter 1207 further authorizes the Issuer to enter into an escrow agreement with any Paying Agent for any of the Refunded Obligations, or a trust company or commercial bank that does not act as a depository for the Issuer, with respect to the safekeeping, investment, administration and disposition of any such deposit, upon such terms and conditions as the Issuer and such Paying Agent, trust company or commercial bank may agree, provided that such deposits may be invested only in obligations described in Section 1207.062 of Chapter 1207, which obligations may be in book entry form, and which shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment of principal and interest on the Refunded Obligations when due; and

WHEREAS, the Escrow Agent is a paying agent for the Refunded Obligations, and this Agreement constitutes an escrow agreement of the kind authorized and required by said Chapter 1207; and

WHEREAS, Chapter 1207 makes it the duty of the Escrow Agent to comply with the terms of this Agreement and timely make available to the Paying Agents for the Refunded Obligations the amounts required to provide for the payment of the principal of and interest on such obligations

when due, and in accordance with their terms, but solely from the funds, in the manner, and to the extent provided in this Agreement; and

WHEREAS, the Issuer has on hand available funds which shall be deposited to the credit of the Escrow Fund created pursuant to the terms of this Agreement; and

WHEREAS, the cash balances from time to time on deposit in the Escrow Fund will be sufficient to pay interest on the Refunded Obligations as it accrues and becomes payable and the principal of the Refunded Obligations on their maturity dates or dates of redemption; and

WHEREAS, to facilitate the payment of the principal of and interest on the Refunded Obligations, and to facilitate receipt and transfer of proceeds of the Escrow Fund, the Issuer desires to establish the Escrow Fund at the principal corporate trust office of the Escrow Agent; and

NOW, THEREFORE, in consideration of the mutual undertakings, promises and agreements herein contained, the sufficiency of which hereby are acknowledged, and to secure the full and timely payment of principal of and the interest on the Refunded Obligations, the Issuer and the Escrow Agent mutually undertake, promise, and agree for themselves and their respective representatives and successors, as follows:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless the context clearly indicates otherwise, the following terms shall have the meanings assigned to them below when they are used in this Agreement:

Code means the Internal Revenue Code of 1986, as amended, or to the extent applicable the Internal Revenue Code of 1954, together with any other applicable provisions of any successor federal income tax laws.

Escrow Fund means the fund created by this Agreement to be administered by the Escrow Agent pursuant to the provisions of this Agreement.

Escrowed Securities means, subject to any restrictions set forth in any order, ordinance or resolution of the Issuer authorizing the issuance of the Refunded Obligations, the obligations permitted by Section 1207.062 of Chapter 1207 or cash or other obligations permitted by Section 1207.062 of Chapter 1207 substituted therefor pursuant to Article IV of this Agreement.

Paying Agent means, with respect to the Refunded Obligations, The Bank of New York Mellon Trust Company, N.A., as paying agent/registrar therefor.

Section 1.02. Other Definitions. The terms ***Agreement***, ***Issuer***, ***Escrow Agent*** and ***Refunded Obligations***, when they are used in this Agreement, shall have the meanings assigned to them in the preamble to this Agreement.

Section 1.03. Interpretations. The titles and headings of the articles and sections of this Agreement have been inserted for convenience and reference only and are not to be considered a part hereof and shall not in any way modify or restrict the terms hereof. This Agreement and all of the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to achieve the intended purpose of providing for the early retirement of the Refunded Obligations in accordance with applicable law.

ARTICLE II

DEPOSIT OF FUNDS

Section 2.01. Deposits in the Escrow Fund. On or before December 16, 2025, the Issuer shall deposit, or cause to be deposited, with the Escrow Agent, for deposit in the Escrow Fund, the funds described in **Exhibit D** attached hereto and made a part hereof, and the Escrow Agent shall, upon the receipt thereof, acknowledge such receipt to the Issuer in writing.

ARTICLE III

CREATION AND OPERATION OF ESCROW FUND

Section 3.01. Escrow Fund. The Escrow Agent has created on its books a special trust fund and irrevocable escrow to be known as the City of College Station Series 2025 Escrow Fund (the **Escrow Fund**). The Escrow Agent hereby agrees that upon receipt thereof it will irrevocably deposit to the credit of the Escrow Fund the funds described in **Exhibit D**. Such deposit, all proceeds therefrom, and all cash balances from time to time on deposit therein (a) shall be the property of the Escrow Fund, (b) shall be applied only in strict conformity with the terms and conditions of this Agreement, and (c) are hereby irrevocably pledged to the payment of the principal of and interest on the Refunded Obligations, which payment shall be made by timely transfers of such amounts at such times as are provided for in Section 3.02 hereof. When the final transfers have been made for the payment of such principal of and interest on the Refunded Obligations, any balance then remaining in the Escrow Fund shall be transferred to the Issuer, and the Escrow Agent shall thereupon be discharged from any further duties hereunder.

Section 3.02. Payment of Principal and Interest. The Escrow Agent is hereby irrevocably instructed to transfer from the cash balances from time to time on deposit in the Escrow Fund and make available to the Paying Agent for the Refunded Obligations, the amounts required to pay the principal of and interest on the Refunded Obligations at their redemption date and interest thereon to such redemption date.

Section 3.03. Sufficiency of Escrow Fund. The Issuer represents that the cash balances in the Escrow Fund will be at all times sufficient to provide moneys for transfer to the Paying Agent at the times and in the amounts required to pay the interest on the Refunded Obligations as such interest comes due and the principal of the Refunded Obligations as the Refunded Obligations mature or are subject to redemption, all as more fully set forth in **Exhibit E** attached hereto and made a part hereof. If, for any reason, at any time, the cash balances on deposit or scheduled to be on deposit in the Escrow Fund shall be insufficient to transfer the amounts required by each

Paying Agent for the Refunded Obligations to make the payments set forth in Section 3.02 hereof, the Issuer shall timely deposit in the Escrow Fund, from any funds that are lawfully available therefor, additional funds in the amounts required to make such payments. Notice of any such insufficiency shall be given as promptly as practicable as hereinafter provided, but the Escrow Agent shall not in any manner be responsible for any insufficiency of funds in the Escrow Fund or the Issuer's failure to make additional deposits thereto.

Section 3.04. Trust Fund. The Escrow Agent shall hold at all times the Escrow Fund wholly segregated from all other funds and securities on deposit with the Escrow Agent; it shall never allow the assets of the Escrow Fund to be commingled with any other funds or securities of the Escrow Agent; and it shall hold and dispose of the assets of the Escrow Fund only as set forth herein. Uninvested cash and other assets of the Escrow Fund shall always be maintained by the Escrow Agent as trust funds for the benefit of the owners of the Refunded Obligations; and a special account thereof shall at all times be maintained on the books of the Escrow Agent. The owners of the Refunded Obligations shall be entitled to the same preferred claim and first lien upon the Escrow Fund to which they are entitled as owners of the Refunded Obligations. The amounts received by the Escrow Agent under this Agreement shall not be considered as a banking deposit by the Issuer, and the Escrow Agent shall have no right to title with respect thereto except as Escrow Agent under the terms of this Agreement. The amounts received by the Escrow Agent under this Agreement shall not be subject to warrants, drafts or checks drawn by the Issuer or, except to the extent expressly herein provided, by the Paying Agent.

Section 3.05. Security for Cash Balances. Cash balances from time to time on deposit in the Escrow Fund shall, to the extent not insured by the Federal Deposit Insurance Corporation or its successor, be continuously secured with securities or obligations that are eligible under the laws of the State of Texas, having a market value at least equal to such cash balances.

ARTICLE IV

LIMITATION ON INVESTMENTS

Section 4.01. General Limitations. Except as provided in Section 4.02 and 4.03, the Escrow Agent shall not have any power or duty to invest or reinvest any money held hereunder, or to make substitutions of any Escrowed Securities, or to sell, transfer or otherwise dispose of Escrowed Securities.

Section 4.02. Substitutions and Investments. At the written direction of the Issuer, the Escrow Agent shall invest cash balances in the Escrow Fund, make substitutions of Escrowed Securities or redeem any Escrowed Securities and reinvest the proceeds thereof or hold such proceeds as cash, together with other moneys or securities held in the Escrow Fund provided that the Issuer delivers to the Escrow Agent the following:

- (1) an opinion by an independent certified public accountant that after such substitution, investment or reinvestment the principal amount of the securities in the Escrow Fund (which shall be noncallable, not pre-payable obligations described in Section 1207.062 of Chapter 1207, subject to any restrictions set forth in any order, ordinance or

resolution of the Issuer authorizing the issuance of the Refunded Obligations), together with the interest thereon and other available moneys in the Escrow Fund, will be sufficient to pay, without further investment or reinvestment, as the same become due, the principal of, interest on and premium, if any, on the Refunded Obligations which have not previously been paid, and

(2) an unqualified opinion of nationally recognized municipal bond counsel to the effect that (a) such substitution, investment or reinvestment will not cause the Refunded Obligations to be "arbitrage bonds" within the meaning of Section 103 of the Code or the regulations thereunder in effect on the date of such substitution or reinvestment, or otherwise make the interest on the Refunded Obligations subject to federal income taxation, and (b) such substitution, investment or reinvestment complies with the Constitution and laws of the State of Texas and with all relevant documents relating to the issuance of the Refunded Obligations.

The Escrow Agent shall have no responsibility or liability for loss or otherwise with respect to investments made at the explicit written direction of the Issuer.

Section 4.03. Reinvestment of Certain Cash Balances in Escrow by Escrow Agent. The Escrow Agent shall, at the written direction of the Issuer, reinvest cash balances in the Escrow Fund in United States Treasury Certificates of Indebtedness, Notes or Bonds - State and Local Government Series with an interest rate equal to zero percent (0%) (the ***Zero SLGs***) to the extent such obligations are available from the Department of Treasury. All such re-investments shall be made only from the portion of cash balances derived from the maturing principal of and interest on any Escrowed Securities.

Section 4.04. Arbitrage. The Issuer hereby covenants and agrees that it shall never request the Escrow Agent to exercise any power hereunder or permit any part of the money in the Escrow Fund to be used directly or indirectly to acquire any securities or obligations if the exercise of such power or the acquisition of such securities or obligations would cause any Refunded Obligations to be an "arbitrage bond" within the meaning of the Code.

ARTICLE V

APPLICATION OF CASH BALANCES

Section 5.01. In General. Except as provided in Sections 3.01, 3.02, 4.02 and 4.03 hereof, no withdrawals, transfers, or reinvestment shall be made of cash balances in the Escrow Fund.

ARTICLE VI

RECORDS AND REPORTS

Section 6.01. Records. The Escrow Agent will keep books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and application of the money deposited to the Escrow Fund and all proceeds thereof, and such books shall be available for inspection at reasonable hours and under reasonable conditions by the Issuer and the owners of the Refunded Obligations.

Section 6.02. Reports. While this Agreement remains in effect, the Escrow Agent annually shall prepare and send to the Issuer a written report summarizing all transactions relating to the Escrow Fund during the preceding year, including, without limitation, credits to the Escrow Fund and transfers from the Escrow Fund for payments on the Refunded Obligations or otherwise, together with a detailed statement of any Escrowed Securities and the cash balance on deposit in the Escrow Fund as of the end of such period.

ARTICLE VII

CONCERNING THE PAYING AGENTS AND ESCROW AGENT

Section 7.01. Representations. The Escrow Agent hereby represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it herein, and that it will carry out all of its obligations hereunder.

Section 7.02. Limitation on Liability. (a) The liability of the Escrow Agent to transfer funds for the payment of the principal of and interest on the Refunded Obligations shall be limited to the cash balances and any proceeds of the Escrowed Securities from time to time on deposit in the Escrow Fund. Notwithstanding any provision contained herein to the contrary, neither the Escrow Agent nor the Paying Agent shall have any liability whatsoever for the insufficiency of funds from time to time in the Escrow Fund or any failure of the obligors of the Escrowed Securities to make timely payment thereon, except for the obligation to notify the Issuer as promptly as practicable of any such occurrence.

(b) The recitals herein and in the proceedings authorizing the Refunded Obligations shall be taken as the statements of the Issuer and shall not be considered as made by, or imposing any obligation or liability upon, the Escrow Agent. The Escrow Agent is not a party to the proceedings authorizing the Refunded Obligations and is not responsible for nor bound by any of the provisions

thereof. In its capacity as Escrow Agent, it is agreed that the Escrow Agent need look only to the terms and provisions of this Agreement.

(c) The Escrow Agent makes no representations as to the value, conditions or sufficiency of the Escrow Fund, or any part thereof, or as to the title of the Issuer thereto, or as to the security afforded thereby or hereby, and the Escrow Agent shall not incur any liability or responsibility in respect to any of such matters.

(d) It is the intention of the parties hereto that the Escrow Agent shall never be required to use or advance its own funds or otherwise incur personal financial liability in the performance of any of its duties or the exercise of any of its rights and powers hereunder.

(e) The Escrow Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Escrow Agent be responsible for the consequences of any error of judgment; and the Escrow Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its negligence or willful misconduct.

(f) Unless it is specifically otherwise provided herein, the Escrow Agent has no duty to determine or inquire into the happening or occurrence of any event or contingency or the performance or failure of performance of the Issuer with respect to arrangements or contracts with others, with the Escrow Agent's sole duty hereunder being to safeguard the Escrow Fund, to dispose of and deliver the same in accordance with this Agreement. If, however, the Escrow Agent is called upon by the terms of this Agreement to determine the occurrence of any event or contingency, the Escrow Agent shall be obligated, in making such determination, only to exercise reasonable care and diligence, and in event of error in making such determination the Escrow Agent shall be liable only for its own willful misconduct or its negligence. In determining the occurrence of any such event or contingency the Escrow Agent may request from the Issuer or any other person such reasonable additional evidence as the Escrow Agent in its discretion may deem necessary to determine any fact relating to the occurrence of such event or contingency, and in this connection may make inquiries of, and consult with, among others, the Issuer at any time.

(g) The Escrow Agent agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods (***Electronic Communication***), provided, however, that the Issuer shall provide to the Escrow Agent an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer elects to give the Escrow Agent instructions by Electronic Communication and the Escrow Agent in its discretion elects to act upon such instructions, the Escrow Agent's reasonable understanding of such instructions shall be deemed controlling. The Escrow Agent shall not be liable for any losses, costs or expenses arising directly or indirectly from the Escrow Agent's reliance upon and compliance with such instructions. The Issuer agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Agent, and the risk of interception and misuse by third parties.

(h) The Escrow Agent may execute any of the trusts or powers hereunder or perform any duties hereunder either directly or by or through its agents or attorneys.

(i) The Escrow Agent may rely and shall be protected in acting or refraining from acting upon any resolution, certificate, written investment direction, statement, instrument, opinion, notice or other paper or document believed by it to be genuine and to have been signed or presented by the proper party.

(j) To the extent permitted by law, the Issuer agrees to indemnify the Escrow Agent, its officers, directors, employees and agents for, and hold them harmless against, any loss, liability, or expense incurred without negligence or bad faith on their part arising out of or in connection with its acceptance or administration of the Escrow Agent's duties under this Agreement, including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers or duties under this Agreement. The foregoing indemnification shall survive the termination of this Agreement or the resignation or removal of the Escrow Agent.

(k) The Escrow Agent may consult with counsel and the advice of such counsel shall be full and complete authorization and protection in respect of any action taken, suffered or omitted by it in accordance with such advice in the absence of any fraud or negligence on the part of the Escrow Agent

Section 7.03. Compensation. (a) Concurrently with the initial deposit to the Escrow Fund, the Issuer shall pay to the Escrow Agent, as a fee for performing the services hereunder and for all expenses incurred or to be incurred by the Escrow Agent in the administration of this Agreement, the amount set forth in **Exhibit F**, attached hereto and made a part hereof, the sufficiency of which is hereby acknowledged by the Escrow Agent. In the event that the Escrow Agent is requested to perform any extraordinary services hereunder, the Issuer hereby agrees to pay reasonable fees to the Escrow Agent for such extraordinary services and to reimburse the Escrow Agent for all expenses incurred by the Escrow Agent in performing such extraordinary services, and the Escrow Agent hereby agrees to look only to the Issuer for the payment of such fees and reimbursement of such expenses. The Escrow Agent hereby agrees that in no event shall it ever assert any claim or lien against the Escrow Fund for any fees for its services, whether regular or extraordinary, as Escrow Agent, or in any other capacity, or for reimbursement for any of its expenses.

(b) The Issuer covenants to timely pay for all future paying agency services of the Paying Agent for the Refunded Obligations in accordance with the paying agent fee schedule now in effect through the final payment of the Refunded Obligations. Additionally, the Paying Agent has agreed to look only to the Issuer for the payment of such fees and reimbursement of such expenses, and for the benefit of the registered owners of the Refunded Obligations, to perform the services as Paying Agent without regard to the future payment of such fees and expenses. The Paying Agent shall in no event assert any claim or lien against the Escrow Fund for any fees for their services, whether regular or extraordinary, as Paying Agent, or in any other capacity, or for reimbursement for any of its expenses.

Section 7.04. Notice of Redemption of Refunded Obligations. The Escrow Agent serves as Paying Agent/Registrar for the Refunded Obligations. Not less than thirty days prior to the Redemption Date for the Refunded Obligations, the Escrow Agent will give the notice of redemption to the registered holders of the Refunded Obligations in accordance with the order authorizing the issuance of the Refunded Obligations. The Bank hereby acknowledges and represents that no amounts are due to it under the Paying Agent/Registrar Agreement pertaining to the Refunded Obligations and that the Bank will not apply funds from any fund established for the Refunded Obligations for the payment of any fees owed to the Bank.

Section 7.05 Successor Escrow Agents. (a) If at any time the Escrow Agent or its legal successor or successors should become unable, through operation or law or otherwise, to act as escrow agent hereunder, or if its property and affairs shall be taken under the control of any state or federal court or administrative body because of insolvency or bankruptcy or for any other reason, a vacancy shall forthwith exist in the office of Escrow Agent hereunder. In such event the Issuer, by appropriate action, promptly shall appoint an Escrow Agent to fill such vacancy. If a successor Escrow Agent has not been appointed within 60 days from the date the Escrow Agent submits its notice of resignation, the Escrow Agent may, at the expense of the Issuer, petition a court of competent jurisdiction to have a successor appointed. Such court may thereupon, after such notice, if any, as it may deem proper, prescribe and appoint a successor Escrow Agent.

(b) Any successor Escrow Agent shall be: (i) a corporation, bank or banking association organized and doing business under the laws of the United States or the State of Texas; (ii) be authorized under such laws to exercise corporate trust powers; (iii) be authorized under Texas law to act as an escrow agent; (iv) have its principal office and place of business in the State of Texas; (v) have a combined capital and surplus of at least \$5,000,000; and (vi) be subject to the supervision or examination by Federal or State authority.

(c) Any successor Escrow Agent shall execute, acknowledge and deliver to the Issuer and the Escrow Agent an instrument accepting such appointment hereunder, and the Escrow Agent shall execute and deliver an instrument transferring to such successor Escrow Agent, subject to the terms of this Agreement, all the rights, powers and trusts of the Escrow Agent hereunder. Upon the request of any such successor Escrow Agent, the Issuer shall execute any and all instruments in writing for more fully and certainly vesting in and confirming to such successor Escrow Agent all such rights, powers and duties.

(d) The Escrow Agent at the time acting hereunder may at any time resign and be discharged from the trust hereby created by giving not less than sixty (60) days' written notice to the Issuer. No such resignation shall take effect unless a successor Escrow Agent shall have been appointed by the owners of the Refunded Obligations or by the Issuer as herein provided and such successor Escrow Agent shall be an entity authorized by law to serve as an escrow agent and shall have accepted such appointment, in which event such resignation shall take effect immediately upon the appointment and acceptance of a successor Escrow Agent.

(e) Under any circumstances, the Escrow Agent shall pay over to its successor Escrow Agent proportional parts of the Escrow Agent's fee and.

ARTICLE VIII

MISCELLANEOUS

Section 8.01. Notice. Any notice, authorization, request, or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when mailed by registered or certified mail, postage prepaid addressed to the Issuer or the Escrow Agent at the address shown on Exhibit A attached hereto. The United States Post Office registered or certified mail receipt showing delivery of the aforesaid shall be conclusive evidence of the date and fact of delivery. Any party hereto may change the address to which notices are to be delivered by giving to the other parties not less than ten (10) days prior notice thereof. Prior written notice of any amendment to this Agreement contemplated pursuant to Section 8.08 and immediate written notice of any incidence of a severance pursuant to Section 8.04 shall be sent to the Municipal Securities Rulemaking Board.

Section 8.02. Termination of Responsibilities. Upon the taking of all the actions as described herein by the Escrow Agent, the Escrow Agent shall have no further obligations or responsibilities hereunder to the Issuer, the owners of the Refunded Obligations or to any other person or persons in connection with this Agreement.

Section 8.03. Binding Agreement. This Agreement shall be binding upon the Issuer and the Escrow Agent and their respective successors and legal representatives, and shall inure solely to the benefit of the owners of the Refunded Obligations, the Issuer, the Escrow Agent and their respective successors and legal representatives.

Section 8.04. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

Section 8.05. Texas Law Governs. This Agreement shall be governed exclusively by the provisions hereof and by the applicable laws of the State of Texas.

Section 8.06. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Escrow Agent by this Agreement.

Section 8.07. Effective date of Agreement. This Agreement shall be effective upon receipt by the Escrow Agent of the funds described in Exhibit D, together with the specific sums stated in subsection (a) of Section 7.03 for Escrow Agent and paying agency fees, expenses, and services.

Section 8.08. Amendments. This Agreement shall not be amended except to cure any ambiguity or formal defect or omission in this Agreement. No amendment shall be effective unless the same shall be in writing and signed by the parties thereto. No such amendment shall adversely affect the rights of the holders of the Refunded Obligations.

Section 8.09. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original for all purposes, and all counterparts shall together constitute one and the same instrument.

Section 8.10. Miscellaneous. The Bank makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the "Covered Verifications"), in entering into this Agreement. As used in such verifications, "affiliate" means an entity that controls, is controlled by, or is under common control with the Bank within the meaning of SEC Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any such verification during the term of this Agreement shall survive until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision of this Agreement, notwithstanding anything in this Agreement to the contrary. Notwithstanding anything in this Agreement to the contrary, the Issuer reserved and retains all rights and remedies at law and equity for pursuit and recovery of damages, if any. Notwithstanding anything contained herein, the representations and covenants contained in this section shall survive termination of the agreement until the statute of limitations has run.

(a) Not a Sanctioned Company. The Bank represents that neither it nor any of its parent company, wholly- or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Texas Government Code, as amended. The foregoing representation excludes the Bank and each of its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

(b) No Boycott of Israel. The Bank hereby verifies that it and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of this Agreement. As used in the foregoing verification, "boycott Israel" has the meaning provided in Section 2271.001, Texas Government Code, as amended.

(c) No Discrimination Against Firearm Entities. The Bank hereby verifies that it and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of this Agreement. As used in the foregoing verification, "discriminate against a firearm entity or firearm trade association" has the meaning provided in Section 2274.001(3), Texas Government Code, as amended.

(d) No Boycott of Energy Companies. The Bank hereby verifies that it and any parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of this Agreement. As used in the foregoing verification, "boycott energy companies" has the meaning provided in Section 2276.001(1), Texas Government Code, as amended.

(Execution Page Follows)

EXECUTED as of the date first written above.

THE CITY OF COLLEGE STATION

By: _____
Jeff Kersten
Assistant City Manager / CFO

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: _____

Title: _____

INDEX TO EXHIBITS

Exhibit A	Addresses of the Issuer and Escrow Agent
Exhibit B	Schedule of Refunded Obligations
Exhibit C	Schedule of Debt Service on Refunded Obligations
Exhibit D	Escrow Deposit
Exhibit E	Escrow Fund Cash Flow
Exhibit F	Escrow Agent Fees

EXHIBIT A

ADDRESSES OF THE ISSUER AND ESCROW AGENT

ISSUER

The City of College Station
Attn: Finance Department
1101 Texas Ave.
College Station TX 77842

ESCROW AGENT

The Bank of New York Mellon Trust Company, N.A.
Attn: Corporate Trust Services
2001 Bryan Street, 10th Floor
Dallas, TX 75201

EXHIBIT B

SCHEDULE OF REFUNDED OBLIGATIONS

City of College Station General Obligation Improvement & Refunding Bonds, Series 2013

<u>Maturity Date</u>	<u>Principal Amount Outstanding</u>	<u>Principal Amount Redeemed</u>	<u>CUSIP</u>	<u>Redemption Date</u>
02/15/2027	\$455,000	\$455,000	194469AP7	100%
02/15/2028	\$475,000	\$475,000	194469AQ5	100%
02/15/2029	\$495,000	\$495,000	194469AR3	100%
02/15/2030	\$510,000	\$510,000	194469AS1	100%
02/15/2031	\$540,000	\$540,000	194469AT9	100%
02/15/2032	\$560,000	\$560,000	194469AU6	100%
02/15/2033	\$580,000	\$580,000	194469AV4	100%

EXHIBIT C

SCHEDULE OF DEBT SERVICE ON REFUNDED OBLIGATIONS

Period Ending	Principal	Coupon	Interest	Debt Service
08/20/2013				
02/15/2014	1,275,000	2.000%	422,123.70	1,697,123.70
08/15/2014			421,434.38	421,434.38
02/15/2015	1,400,000	3.000%	421,434.38	1,821,434.38
08/15/2015			400,434.38	400,434.38
02/15/2016	1,370,000	3.000%	400,434.38	1,770,434.38
08/15/2016			379,884.38	379,884.38
02/15/2017	1,380,000	4.000%	379,884.38	1,759,884.38
08/15/2017			352,284.38	352,284.38
02/15/2018	1,295,000	4.000%	352,284.38	1,647,284.38
08/15/2018			326,384.38	326,384.38
02/15/2019	1,195,000	5.000%	326,384.38	1,521,384.38
08/15/2019			296,509.38	296,509.38
02/15/2020	1,270,000	5.000%	296,509.38	1,566,509.38
08/15/2020			264,759.38	264,759.38
02/15/2021	1,345,000	** %	264,759.38	1,609,759.38
08/15/2021			238,884.38	238,884.38
02/15/2022	1,415,000	5.000%	238,884.38	1,653,884.38
08/15/2022			203,509.38	203,509.38
02/15/2023	1,495,000	5.000%	203,509.38	1,698,509.38
08/15/2023			166,134.38	166,134.38
02/15/2024	1,585,000	5.000%	166,134.38	1,751,134.38
08/15/2024			126,509.38	126,509.38
02/15/2025	1,680,000	5.000%	126,509.38	1,806,509.38
08/15/2025			84,509.38	84,509.38
02/15/2026	440,000	4.000%	84,509.38	524,509.38
08/15/2026			75,709.38	75,709.38
02/15/2027	455,000	4.000%	75,709.38	530,709.38
08/15/2027			66,609.38	66,609.38
02/15/2028	475,000	4.000%	66,609.38	541,609.38
08/15/2028			57,109.38	57,109.38
02/15/2029	495,000	4.125%	57,109.38	552,109.38
08/15/2029			46,900.00	46,900.00
02/15/2030	510,000	4.250%	46,900.00	556,900.00
08/15/2030			36,062.50	36,062.50
02/15/2031	540,000	4.250%	36,062.50	576,062.50
08/15/2031			24,587.50	24,587.50
02/15/2032	560,000	4.250%	24,587.50	584,587.50
08/15/2032			12,687.50	12,687.50
02/15/2033	580,000	4.375%	12,687.50	592,687.50
	20,760,000		7,583,930.10	28,343,930.10

EXHIBIT D

ESCROW DEPOSIT ⁽¹⁾

Deposit with Respect to the Refunded Obligations:

The sum of \$3,653,979.29 shall be deposited with the Escrow Agent on November 12, 2025 from available funds to purchase the following securities:

Security Type	Principal Amount	Interest Rate	Maturity Date
SLGS	\$3,653,979.00	\$4.220%	12/16/2025

The sum of \$0.29 deposited with the Escrow Agent shall remain uninvested in cash and shall be used to redeem the Refunded Bonds, on the date shown in Exhibit B hereto.

(1) Preliminary, subject to being finalized during escrow pricing.

EXHIBIT E

ESCROW FUND CASH FLOW ⁽¹⁾

Date	Principal	Interest	Net Escrow Receipts	Present Value to 11/12/2025 @ 3.4766753%
12/16/2025	3,653,979.00	11,914.23	3,665,893.23	3,653,979.00
	3,653,979.00	11,914.23	3,665,893.23	3,653,979.00

(2) Preliminary, subject to being finalized during escrow pricing.

EXHIBIT F

ESCROW AGENT FEES

(Please see attached)

EXECUTED as of the date first written above.

THE CITY OF COLLEGE STATION

By: _____
Jeff Kersten
Assistant City Manager / CFO

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.

By: _____

Title: _____

redemption on the Redemption Date. The Redemption Price for the Redeemed Bonds is \$3,665,893.52 being \$3,615,000.00 in principal amount and \$50,893.52 in accrued but unpaid interest.

Section 3. The Redeemed Bonds called for redemption shall be presented for redemption and payment to the Paying Agent/Registrar in accordance with a notice of redemption and shall not bear interest after the Redemption Date. The Paying Agent/Registrar is hereby authorized and directed to disseminate a notice of redemption to be mailed by the Paying Agent/Registrar at least thirty days prior to the Redemption Date by United States mail, first-class postage prepaid, to the registered owner of each Redeemed Bond to be redeemed at its address as it appeared on the day such notice of redemption is mailed and to major securities depositories, national bond rating agencies, MSRB Electronic Municipal Market Access, and bond information services.

Section 4. The City Manager and Assistant City Manager/CFO (each an “*Authorized Officer*”) of the City is further authorized to enter into and execute on behalf of the City with the escrow agent named therein, an escrow agreement, which escrow agreement will provide for the escrow of the funds until needed only to pay the Redeemed Bonds so called for redemption plus accrued but unpaid interest. Each Authorized Officer is authorized to purchase such securities in the escrow fund under the escrow agreement, to execute such subscriptions for the purchase of the United States Treasury Securities, State and Local Government Series and to transfer and deposit such cash from available funds, as may be necessary or appropriate for the escrow fund described in the escrow agreement. The City may obtain, at its sole discretion, a report or certificate verifying that any investments purchased under the escrow fund will mature and pay interest in such amounts which, together with any uninvested funds in the escrow fund, will be sufficient to pay, when due, the principal of and interest on the Redeemed Bonds.

Section 5. Each Authorized Officer are hereby authorized and directed to take such actions and to execute and deliver such documents, certificates and receipts, including without limitation notice of redemption and material events notices with respect to the Redeemed Bonds, as necessary or appropriate to consummate the transactions authorized by this Ordinance and to redeem the Redeemed Bonds in accordance with the provisions and requirements of said Bonds.

PASSED AND APPROVED ON OCTOBER 28, 2025.

City Secretary; City of College Station

Mayor; City of College Station

October 23, 2025

Item No. 9.2.

Greens Prairie Road Widening Phase 2 Condemnation Resolution

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution of the City Council of the City of College Station, Texas, determining that fee simple interests, public utility interests, public access and landscape easement interests, and right of way interests are needed and needs to be acquired from the landowners, for the Greens Prairie Road Phase 2 Widening project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.

Relationship to Strategic Goals:

Core Services and Infrastructure

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

Summary: The project will consist of replacing the existing two-lane asphalt road with a four-lane concrete section with a center turn lane and shared use paths on both sides of the road. The project will also include the installation of street lights and utilities. This roadway will match the previously completed sections along Greens Prairie Road.

Of the eighteen parcels requiring acquisition for the project, acceptable settlements could not be reached with six of the landowners, and acquisition by eminent domain is needed to acquire the right-of-way and easements.

Budget & Financial Summary: There are six properties that will need to be condemned as part of the attached resolution.

- The Riewe tract was appraised at \$20,984 by S.T. Lovett & Associates. The City and the landowner have not been able to settle upon the cash fair market value for the right-of-way and easement.
- The Brunson ROW tract was appraised at \$13,441 by S.T. Lovett & Associates. The City and the landowner have not been able to settle upon the cash fair market value for the right-of-way.
- The Frew ROW tract was appraised at \$12,982 by S.T. Lovett & Associates. The City and the landowner have not been able to settle upon the cash fair market value for the right-of-way.
- The Mayfield ROW tract was appraised at \$38,262 by S.T. Lovett & Associates. The City and the landowner have not been able to settle upon the cash fair market value for the right-of-way.
- The Conole ROW tract was appraised at \$14,902 by S.T. Lovett & Associates. The City and the landowner have not been able to settle upon the cash fair market value for the right-of-way.
- The Creek Meadows easement is a nominal value acquisition that involves a Public Access Easement.

A combined budget of \$12,400,000 is available in the Street, Water and Wastewater Capital

Improvement Projects Funds. A combined total of \$134,314 has been spent or encumbered to date, leaving a combined balance of \$12,265,686 for this item and future expenses.

Attachments:

1. Resolution Eminent Domain Greens Prairie PH2 Widen
2. Greens Prarie Project Map

RESOLUTION NO. XX-XX-XX-X.X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING THAT THE INTERESTS LISTED BELOW NEED TO BE ACQUIRED FOR THE RIGHT-OF-WAY CONSTRUCTION, OPERATION AND MAINTENANCE OF GREENS PRAIRIE ROAD PHASE 2 WIDENING, THE “PROJECT” AND AUTHORIZING THE INSTITUTION OF EMINENT DOMAIN PROCEEDINGS.

WHEREAS, the City Council of the City of College Station now finds and determines that public convenience and necessity requires the City of College Station to acquire:

1. A fee simple interest in a tract of land totaling approximately 0.3996 acre for the public purpose of the Right-of-Way construction, operation, and maintenance of Greens Prairie Road. A more specific description of said right-of-way parcel is attached as “**Exhibit A**”; and
2. A fee simple interest in a tract of land totaling approximately 0.0683 acre for the public purpose of the Right-of-Way construction, operation, and maintenance of Greens Prairie Road. A more specific description of said right-of-way is attached as “**Exhibit B**”; and
3. A public utility easement interest in a tract of land totaling approximately 0.1010 acre for the public purpose of the construction, operation, and maintenance of a public utility easement. A more specific description of said public utility easement is attached as “**Exhibit C**”; and
4. A public access and landscape easement interest in a tract of land totaling approximately 0.0460 acre for the public purpose of the construction, operation, maintenance of a public access and landscape easement. A more specific description of said easement is attached as “**Exhibit D**”; and

5. A fee simple interest in a tract of land totaling approximately 0.0921 acre for the public purpose of the Right-of-Way construction, operation, and maintenance of Greens Prairie Road. A more specific description of said right-of-way parcel is attached as “**Exhibit E**”; and

6. A fee simple interest in a tract of land totaling approximately 0.1144 acre for the public purpose of the Right-of-Way construction, operation, and maintenance of Greens Prairie Road. A more specific description of said access easement is attached as “**Exhibit F**”; and

7. A fee simple interest in a tract of land totaling approximately 0.0573 acre for the public purpose of the Right-of-Way construction, operation, and maintenance of Greens Prairie Road. A more specific description of said access easement is attached as “**Exhibit G**”; and

WHEREAS, all tracts are collectively described as the “Land”; and

WHEREAS, the City of College Station, through its duly authorized representatives, have negotiated with the owners of the Land for the purchase of the Land for the purposes stated herein and are unable to agree with such owners as to the fair market value and damages of the land, if any, to obtain the necessary property rights required by the City of College Station for the Project; and

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

Section 1. The facts and recitals set forth in the preamble of this resolution are found to be true and correct.

Section 2. The City Council of the City of College Station authorizes the City Attorney, or his designee, in compliance with Chapter 21 of the Texas Property Code, to send Initial and Final Offer Letters to the owners of the Land.

Section 3. The City Council finds and determines that a public use and necessity exists for the City of College Station to construct, operate, and maintain the Project and to acquire the necessary property rights in the Land as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

Section 4. Should the Initial and Final offers be rejected by the owners of the Land, the City Council finds that the only way for the City of College Station to acquire the necessary interests in the Land is through the filing of eminent domain proceedings and the City Council hereby authorizes the City Attorney, or his designee, to bring eminent domain proceedings on behalf of the City of College Station under applicable provisions of law, whether provided by §251.001 of the Texas Local Government Code, Chapter 21 of the Texas Property Code, or by any other provision of law or as amended, against the owner or owners of the Land.

PASSED, APPROVED, AND RESOLVED this _____ day of _____, 202____.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



Proposed Right-of-Way Parcel
Lot 1, Wellborn Oaks
Brazos County, Texas
Revised March 2025

All of that certain tract or parcel of land lying and being situated in the Jesse Bledsoe survey, abstract no. 71, in Brazos County, Texas, being a variable-width strip of land through the southeast part of Lot 1 of Wellborn Oaks as described by plat recorded in volume 345, page 635 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a 1/2" iron rod found at the east corner of said Lot 1 and said Wellborn Oaks subdivision, at the intersection of the northwest right-of-way line of Greens Prairie Road and the southwest right-of-way line of Woodlake Drive, from where City of College Station control monument no. 134 bears N 85° 05' 03" W – 4886.8 feet;

Thence S 41° 50' 00" W – 511.10 feet, along the southeast line of said Lot 1 and northwest line of Greens Prairie Road, to the south common corner of Lot 1 and Lot 13 of said subdivision, from where a 3/8" iron rod found bears S 4°W-2.3 feet;

Thence N 48° 12' 45" W – 33.91 feet, along the common line of said Lots 1 and 13, to a 1/2" Iron rod with an orange plastic cap stamped "JOE ORR BASELINE" set for the most westerly corner of this described parcel, from where a 3/8" iron rod found marking the north common corner of said lots bears N 48° 12' 45" W – 310.1 feet;

Thence N 41° 49' 24" E – 500.98 feet, through Lot 1, to a 1/2" iron rod with an orange plastic cap stamped "JOE ORR BASELINE" set for and angle point;

Thence N 3° 10' 36" W – 14.20 feet, to a 1/2" iron rod with an orange plastic cap stamped "JOE ORR BASELINE" set for the most northerly point of this described parcel in the said southwest line of Woodlake Drive;

Thence S 48° 18' 00" E – 44.05 feet, along said right-of-way line of Woodlake Drive, to the Point of Beginning and containing 17,406 sq. ft. (0.3996 acre) of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 datum, determined by GPS and checked between City of College Station control monuments no. 134 and no. 138 (N 54° 11' 8" E).

See survey exhibit plat revised March 2025.

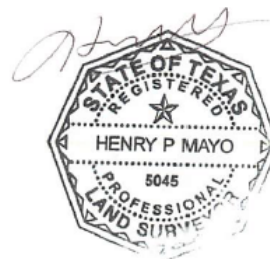


EXHIBIT A

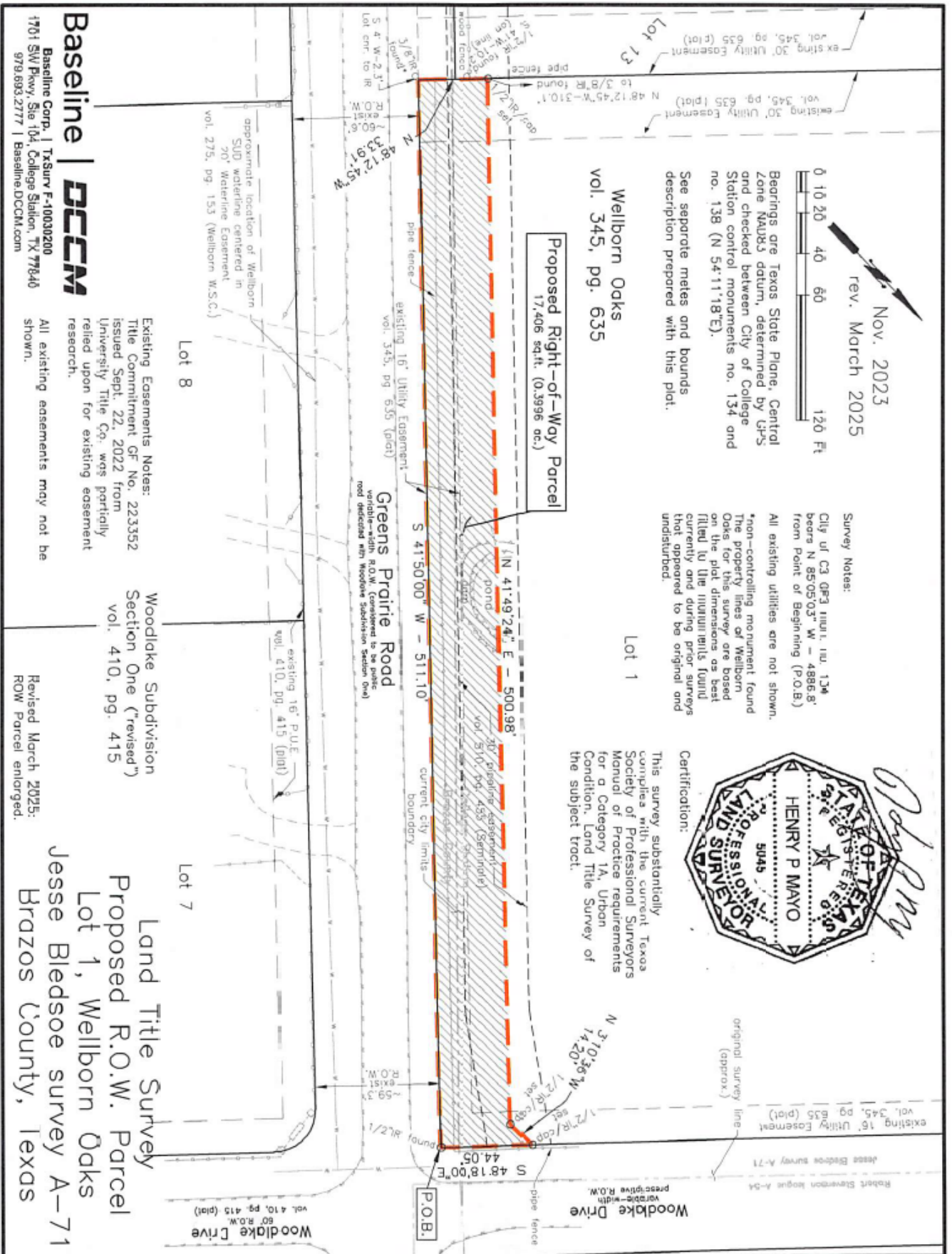


EXHIBIT B

BASELINE | **DCCM**

Proposed Right-of-Way Parcel
Lot 13, Wellborn Oaks
Brazos County, Texas
November 2023

All of that certain tract or parcel of land lying and being situated in the Jesse Bledsoe survey, abstract no. 71, in Brazos County, Texas, being a variable-width strip of land through the southeast part of Lot 13 of Wellborn Oaks as described by plat recorded in volume 345, page 635 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at a 5/8" iron rod found in the southwest line of said Lot 13, at the east corner of Common Area "EE" of Creek Meadows Section 2, Phase 1B, as described by plat recorded in volume 9583, page 148 of the Official Public Records of Brazos County, Texas, from where City of College Station control monument no. 134 bears N 74° 41' 23" W – 4340.0 feet;

Thence S 49° 53' 31" E – 6.19 feet, along the said southwest line of Lot 13, to a 1/2" iron rod found bent marking the most westerly corner of that 0.1948 acre easement tract described in volume 2690, page 174 and assumed to be the subject tract of the Notice of Lis Pendens recorded in volume 2469, page 139 of the Official Public Records of Brazos County, Texas, located 17.7 feet northwest of the original south corner of Lot 13 and said Wellborn Oaks;

Thence N 41° 48' 27" E – 486.00 feet, through Lot 13 along the northwest line of said 0.1948 acre easement tract, to a point in the common line of Lot 13 and Lot 1 of Wellborn Oaks located 17.9 feet northwest of the south common corner of said Lots in the northwest line of Greens Prairie Road;

Thence N 48° 12' 45" W – 6.06 feet, along the said common line of Lots 13 and 1, to a 1/2" iron rod with an orange plastic cap stamped "JOE ORR BASELINE" set for the most northerly corner of this described parcel tract, from where a 3/8" iron rod found marking the north common corner of said lots bears N 48° 12' 45" W – 320.1 feet;

Thence S 41° 49' 24" W – 486.18 feet, through said Lot 13, to the Point of Beginning and containing 2,976 sq. ft. (0.0683 acre) of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 datum, determined by GPS and checked between City of College Station control monuments no. 134 and no. 138 (N 54° 11' 8" E).

See survey exhibit plat dated November 2023.



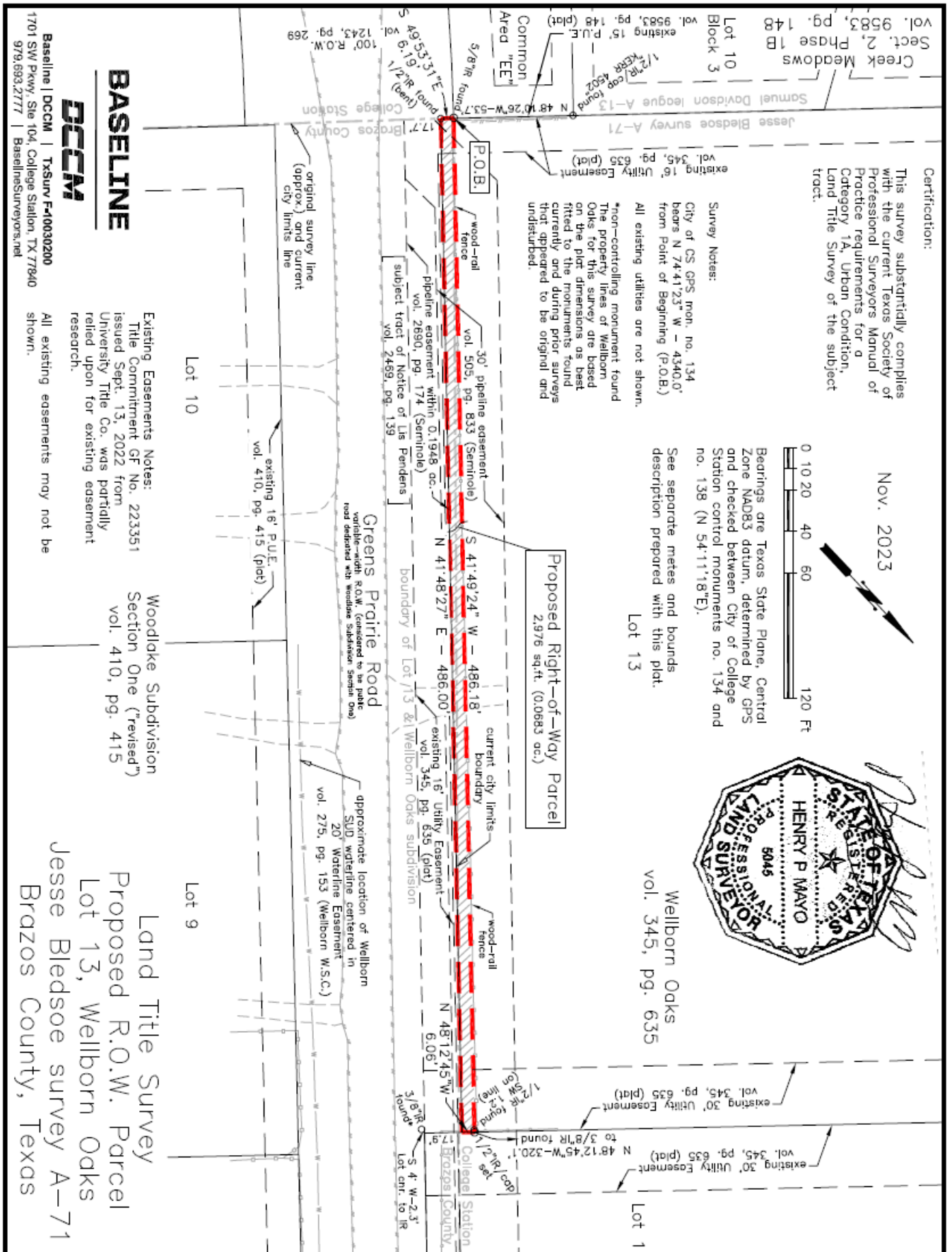


EXHIBIT C

BASELINE | DCCM

Proposed 10' Easement
Lot 13, Wellborn Oaks
Brazos County, Texas
November 2023

All of that certain tract or parcel of land lying and being situated in the Jesse Bledsoe survey, abstract no. 71, in Brazos County, Texas, being a 10 ft. wide strip of land through the southeast part of Lot 13 of Wellborn Oaks as described by plat recorded in volume 345, page 635 of the Deed Records of Brazos County, Texas, contiguous with the northwest line of a proposed right-of-way parcel also surveyed through Lot 13 on this date, and being more particularly described as follows:

Commencing at a 5/8" iron rod found in the southwest line of said Lot 13, at the east corner of Common Area "EE" of Creek Meadows Section 2, Phase 1B, as described by plat recorded in volume 9583, page 148 of the Official Public Records of Brazos County, Texas, also being the most westerly corner of the said proposed right-of-way parcel, from where a 1/2" iron rod with a yellow plastic cap stamped "KERR 4502" found at a north corner of the said Common Area bears N 48° 10' 26" W – 53.7 feet, and City of College Station control monument no. 134 bears N 74° 41' 23" W – 4340.0 feet;

Thence N 41° 49' 24" E – 16.00 feet, through said Lot 13 along the northwest line of the proposed right-of-way parcel to its intersection with the northeast boundary of an existing 16 ft. wide utility easement, to the most southerly corner and **Point of Beginning** of this described easement tract;

Thence N 41° 49' 24" E – 440.18 feet, through Lot 13 along the northwest line of said proposed right-of-way parcel to its intersection with the southwest boundary of an existing 30 ft. wide utility easement, to the most easterly corner of this described easement tract;

Thence N 48° 12' 45" W – 10.00 feet, along the said existing 30 ft. wide easement line, to the most northerly corner of this described easement tract;

Thence S 41° 49' 24" W – 440.17 feet, through said Lot 13 parallel and 10.00 feet northwest of the northwest line of the said proposed right-of-way parcel, to the most westerly corner of this described easement tract

Thence S 48° 10' 26" E – 10.00 feet, to the Point of Beginning and containing 4,402 sq. ft. (0.1010 acre) of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 datum, determined by GPS and checked between City of College Station control monuments no. 134 and no. 138 (N 54° 11' 8" E).

See survey exhibit plat dated November 2023.



EXHIBIT C

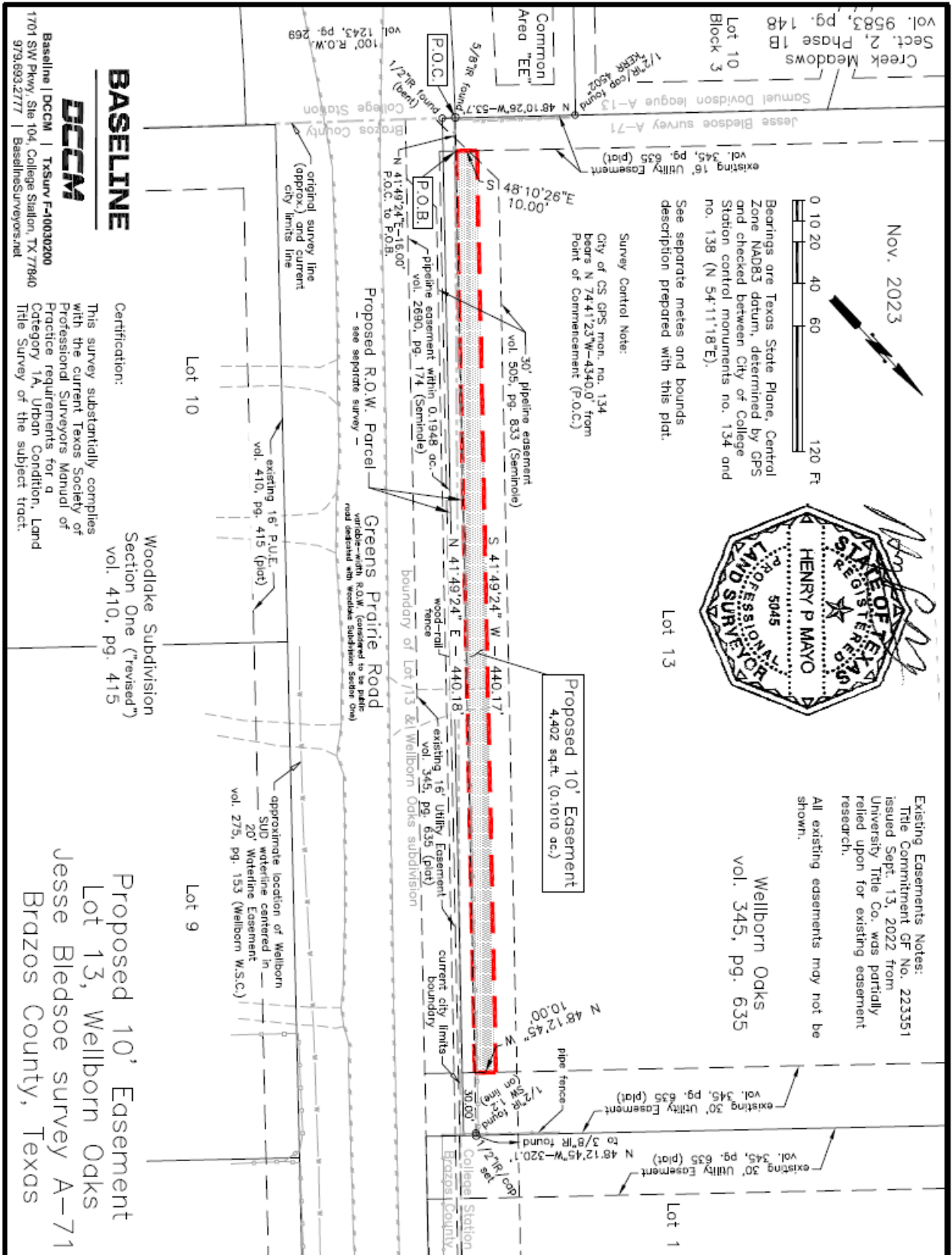


EXHIBIT D

BASELINE | **BCCM**

Proposed 15' Easement
Common Area "EE"
Creek Meadows, Sect. 2, Ph. 1B
College Station, Texas
August 2023

All of that certain tract or parcel of land lying and being situated in the Samuel Davidson league, abstract no. 13, in College Station, Brazos County, Texas, being a 15 ft. wide curved tract of land within Common Area "EE" of Creek Meadows, Section 2, Phase 1B, as described by plat recorded in volume 9583, page 148 of the Official Public Records of Brazos County, Texas, contiguous with the northwest right-of-way boundary of Greens Prairie Road, and being more particularly described as follows:

Beginning at the east corner of this described easement tract, at a point in the southeast boundary of said Common Area "EE" and northwest right-of-way boundary (arc) of Greens Prairie Road, located S 39° 36' 54" W – 76.50 feet (chord) from a 1/2" iron rod found at the most easterly corner of said Common Area, and from where City of College Station control monument no. 134 bears N 73° 45' 46" W – 4309 feet;

Thence along the said southeast boundary of said Common Area "EE" and northwest right-of-way boundary of Greens Prairie Road, being a curve to the left (counter-clockwise) with a radius of 1010.00 feet, through a central angle of 7° 31' 18", the chord of which bears S 33° 41' 06" W – 132.50 feet, to the south corner of this described easement tract;

Thence N 60° 04' 33" W – 15.00 feet, through said Common Area "EE", to the west corner of this described easement tract;

Thence along a curve to the right (clockwise), with a radius of 1025.00 feet, concentric with the previously described curve, through a central angle of 7° 31' 18", the chord of which bears N 33° 41' 06" E – 134.47 feet, to the north corner of this described easement tract;

Thence S 52° 33' 15" E – 15.00 feet, to the Point of Beginning and containing 2,004 sq. ft. (0.0460 acre) of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 datum, determined by GPS and checked between City of College Station control monuments no. 134 and no. 138 (N 54° 11' 8" E).

See survey exhibit plat dated August 2023.



EXHIBIT D

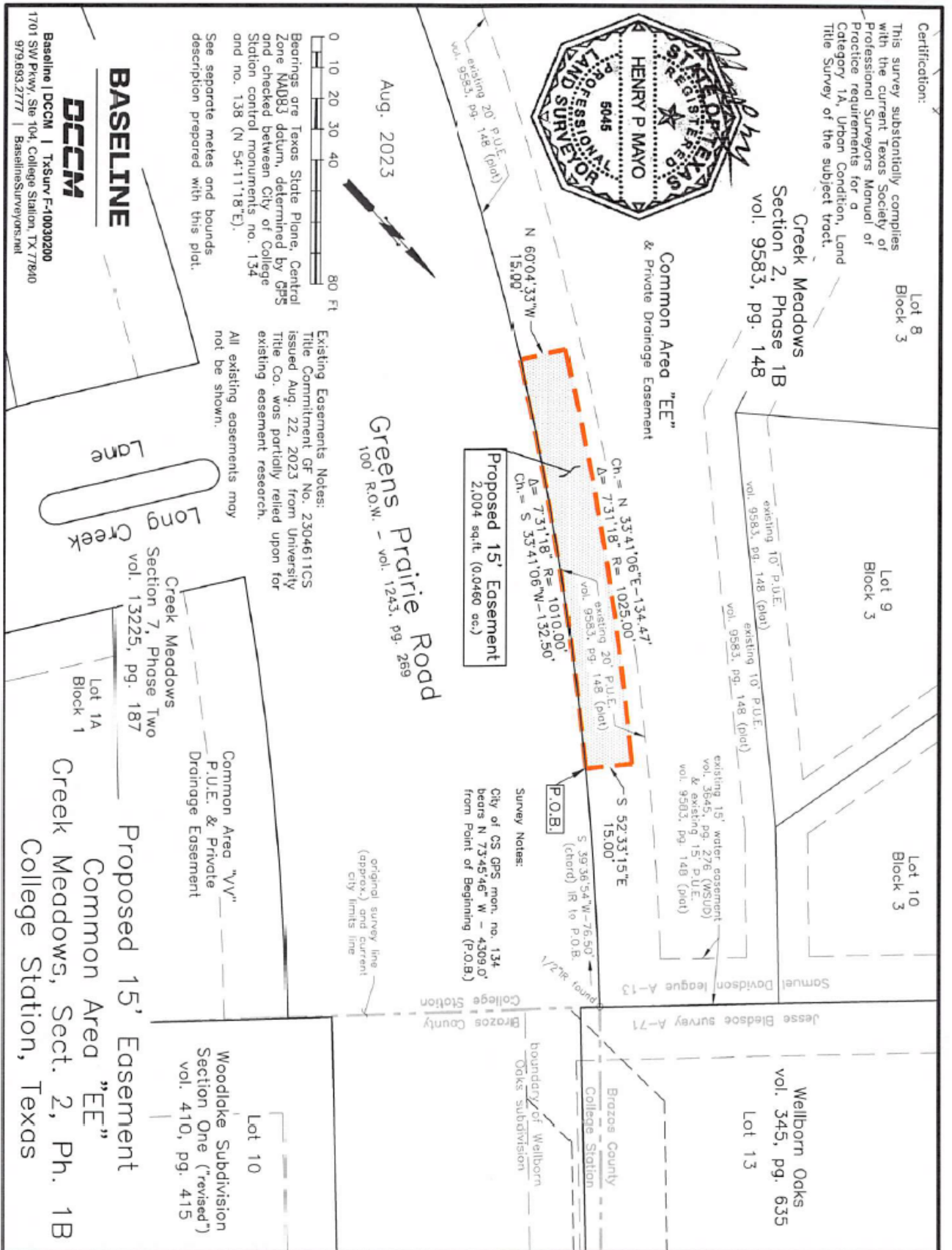


EXHIBIT E

BASELINE | DCCM

Proposed Right-of-Way Parcel
Lot 6, Woodlake Section One
Brazos County, Texas
July 2023, rev. Feb. 2024

All of that certain tract or parcel of land lying and being situated in the Jesse Bledsoe survey, abstract no. 71, in Brazos County, Texas, being a variable-width strip of land across the northwest end of Lot 6 of Woodlake Subdivision, Section One, as described by plat recorded in volume 410, page 415 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at the north common corner of Lot 6 and Lot 5 of said Woodlake Subdivision in the southeast right-of-way line of Greens Prairie Road, being the north corner of this described tract, from where a 1/2" iron rod found with a yellow plastic cap stamped "KERR 4502" bears S 49° W – 1.0 feet, and City of College Station control monument no. 134 bears N 87° 03' 28" W – 5097.2 feet;

Thence S 41° 59' 24" W – 184.35 feet, along the northwest line of said Lot 6 and said southeast line of Greens Prairie Road, to the point of beginning of a tangent curve to the left with a radius of 20.00 feet;

Thence along the curve through a central angle of 90° 14' 44", the chord of which bears S 3° 07' 59" E – 28.34 feet, to the end of said curve in the southwest line of said Lot 6 and northeast right-of-way line of Woodlake Drive, from where a 1/2" iron rod found at a point of curvature in the southwest right-of-way line of said street bears S 42° 23' 38" W – 60.0 feet;

Thence S 48° 15' 20" E – 10.00 feet, along the said southwest line of Lot 6 and northeast line of Woodlake Drive, to a 1/2" iron rod with an orange plastic cap stamped "JOE ORR BASELINE" set for the most southerly corner of this described tract;

Thence N 36° 22' 40" E – 205.38 feet, through said Lot 6, to a 1/2" iron rod with an orange plastic cap stamped "JOE ORR BASELINE" set for the east corner of this described tract;

Thence N 48° 29' 31" W – 10.00 feet, along the common line of said Lots 6 and 5, to the Point of Beginning and containing 4,011 sq. ft. (0.0921 acre) of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 datum, determined by GPS and checked between City of College Station control monuments no. 134 and no. 138 (N 54° 11' 8" E).

See survey exhibit plat revised February 2024.



EXHIBIT E

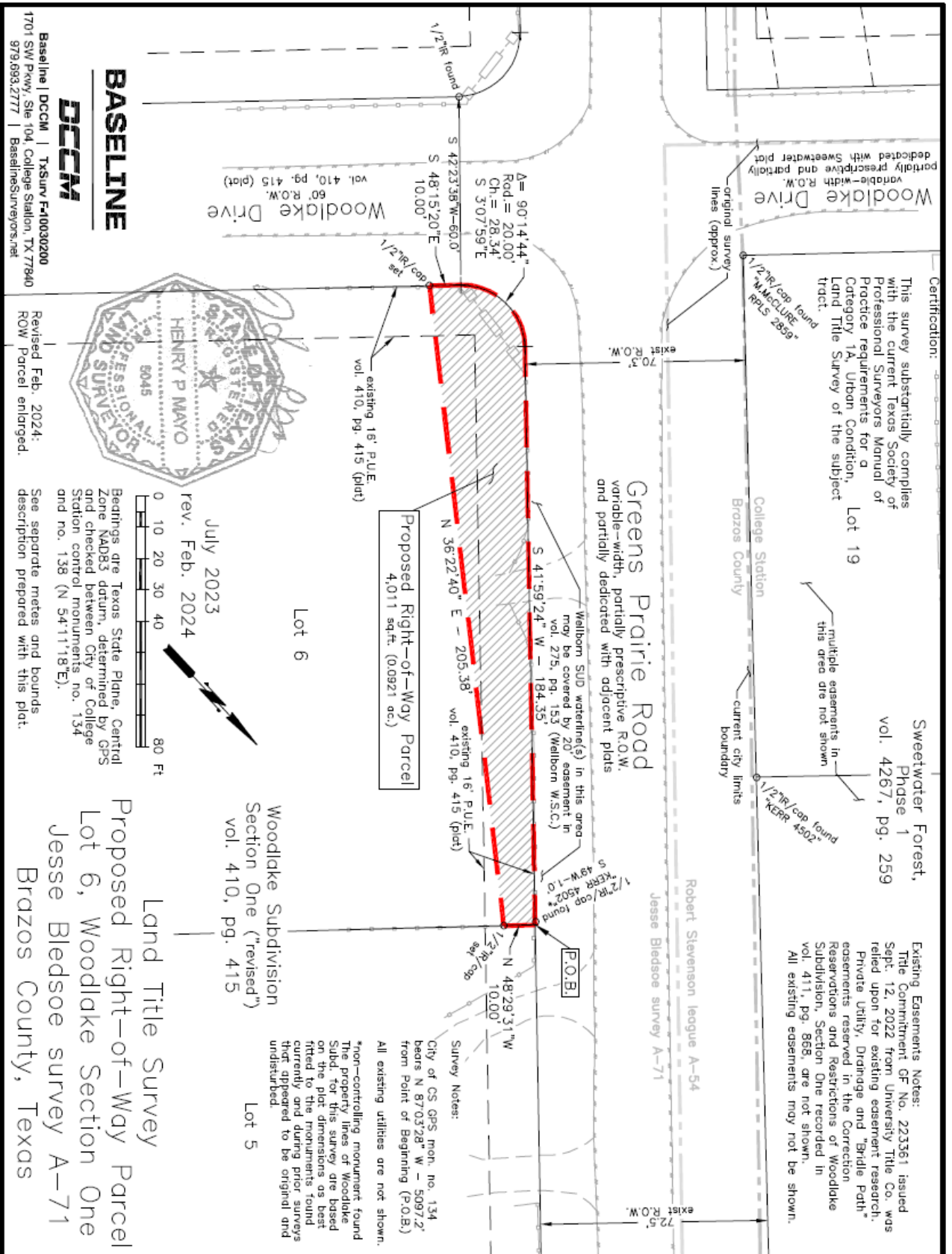


EXHIBIT F

BASELINE | DCCM

Proposed Right-of-Way Parcel
Lot 7, Woodlake Section One
Brazos County, Texas
May 2023, rev. Feb. 2024

All of that certain tract or parcel of land lying and being situated in the Jesse Bledsoe survey, abstract no. 71, in Brazos County, Texas, being a variable-width strip of land across the northwest end of Lot 7 of Woodlake Subdivision, Section One, as described by plat recorded in volume 410, page 415 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at the north common corner of Lot 7 and Lot 8 of said Woodlake Subdivision in the southeast right-of-way line of Greens Prairie Road, being the west corner of this described tract, for where at a 1/2" iron rod found bears S 41° 39' 51" W – 495.5 feet, a 1/2" iron rod found (bent) at the west corner of Lot 10 bears S 41° 40' 24" W – 742.9 feet, and City of College Station control monument no. 134 bears N 82° 13' 59" W – 4788.8 feet;

Thence N 41° 40' 24" E – 233.30 feet, along the northwest line of said Lot 7 and said southeast line of Greens Prairie Road, to the point of beginning of a tangent curve to the right with a radius of 20.00 feet;

Thence along the curve through a central angle of 90° 04' 16", the chord of which bears N 86° 42' 32" E – 28.30 feet, to a 1/2" iron rod found at the end of said curve in the northeast line of said Lot 7 and southeast right-of-way line of Woodlake Drive;

Thence S 48° 15' 20" E – 10.00 feet, along the said northeast line of Lot 7 and southwest line of Woodlake Drive, to a 1/2" iron rod with an orange plastic cap stamped "JOE ORR BASELINE" set for the most easterly corner of this described tract, from where a 5/8" iron rod found bears S 48° 12' 34" E – 323.0 feet;

Thence S 46° 11' 38" W – 254.08 feet, through said Lot 7, to a 1/2" iron rod with an orange plastic cap stamped "JOE ORR BASELINE" set for the most southerly corner of this described tract in the common line of said Lots 7 and 8, from where a 1/2" iron rod found bears S 48° 20' 29" E – 343.8 feet;

Thence N 48° 19' 36" W – 10.00 feet, along the common line of said Lots 7 and 8, to the Point of Beginning and containing 4,983 sq. ft. (0.1144 acre) of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 datum, determined by GPS and checked between City of College Station control monuments no. 134 and no. 138 (N 54° 11' 8" E).

See survey exhibit plat revised February 2024.



EXHIBIT G

BASELINE | DCCM

Proposed Right-of-Way Parcel
Lot 8, Woodlake Section One
Brazos County, Texas
May 2023

All of that certain tract or parcel of land lying and being situated in the Jesse Bledsoe survey, abstract no. 71, in Brazos County, Texas, being a 10 ft. wide strip of land across the northwest end of Lot 8 of Woodlake Subdivision, Section One, as described by plat recorded in volume 410, page 415 of the Deed Records of Brazos County, Texas, and being more particularly described as follows:

Beginning at the north common corner of Lot 8 and Lot 9 of said Woodlake Subdivision in the southeast right-of-way line of Greens Prairie Road, being the west corner of this described tract, for where at a 1/2" iron rod found bears S 41° 39' 16" W – 246.1 feet, a 1/2" iron rod found (bent) at the west corner of Lot 10 bears S 41° 40' 24" W – 493.5 feet, and City of College Station control monument no. 134 bears N 79° 41' 03" W – 4654.3 feet;

Thence N 41° 40' 24" E – 249.39 feet, along the northwest line of said Lot 8 and said southeast line of Greens Prairie Road, to the north common corner of Lot 7 and Lot 8 of said subdivision;

Thence S 48° 19' 36" E – 10.00 feet, along the common line of said Lots 7 and 8, to a 1/2" iron rod with an orange plastic cap stamped "JOE ORR BASELINE" set for the east corner of this described tract, from where a 1/2" iron rod found bears S 48° 20' 29" E – 343.8 feet;

Thence S 41° 40' 24" W – 249.39 feet, through said Lot 8 parallel and 10.00 feet southeast of its northwest line, to a 1/2" iron rod with an orange plastic cap stamped "JOE ORR BASELINE" set for the south corner of this described tract;

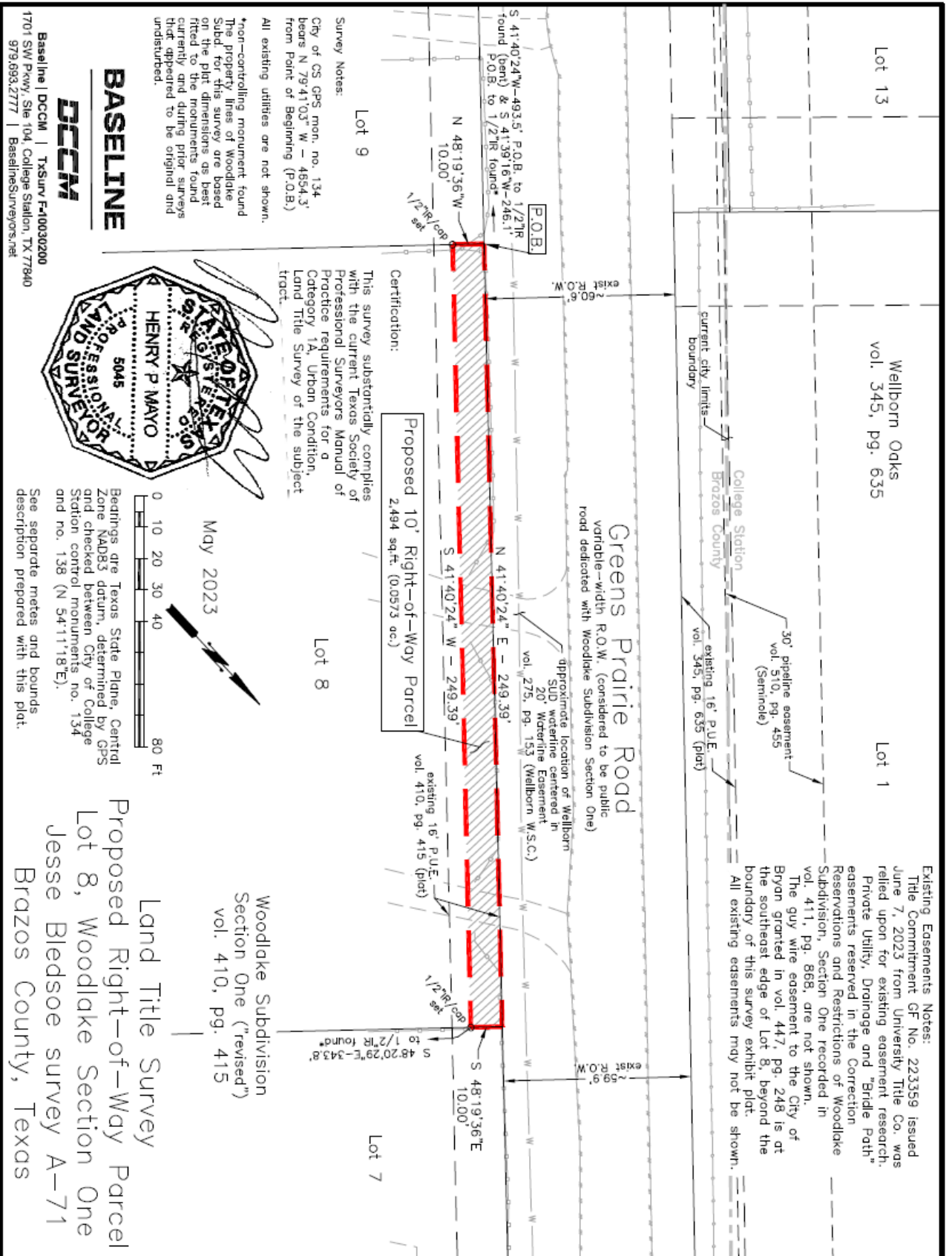
Thence N 48° 19' 36" W – 10.00 feet, along the common line of said Lots 8 and 9, to the Point of Beginning and containing 2,494 sq. ft. (0.0573 acre) of land more or less.

Bearings are Texas State Plane, Central Zone NAD83 datum, determined by GPS and checked between City of College Station control monuments no. 134 and no. 138 (N 54° 11' 8" E).

See survey exhibit plat dated May 2023.

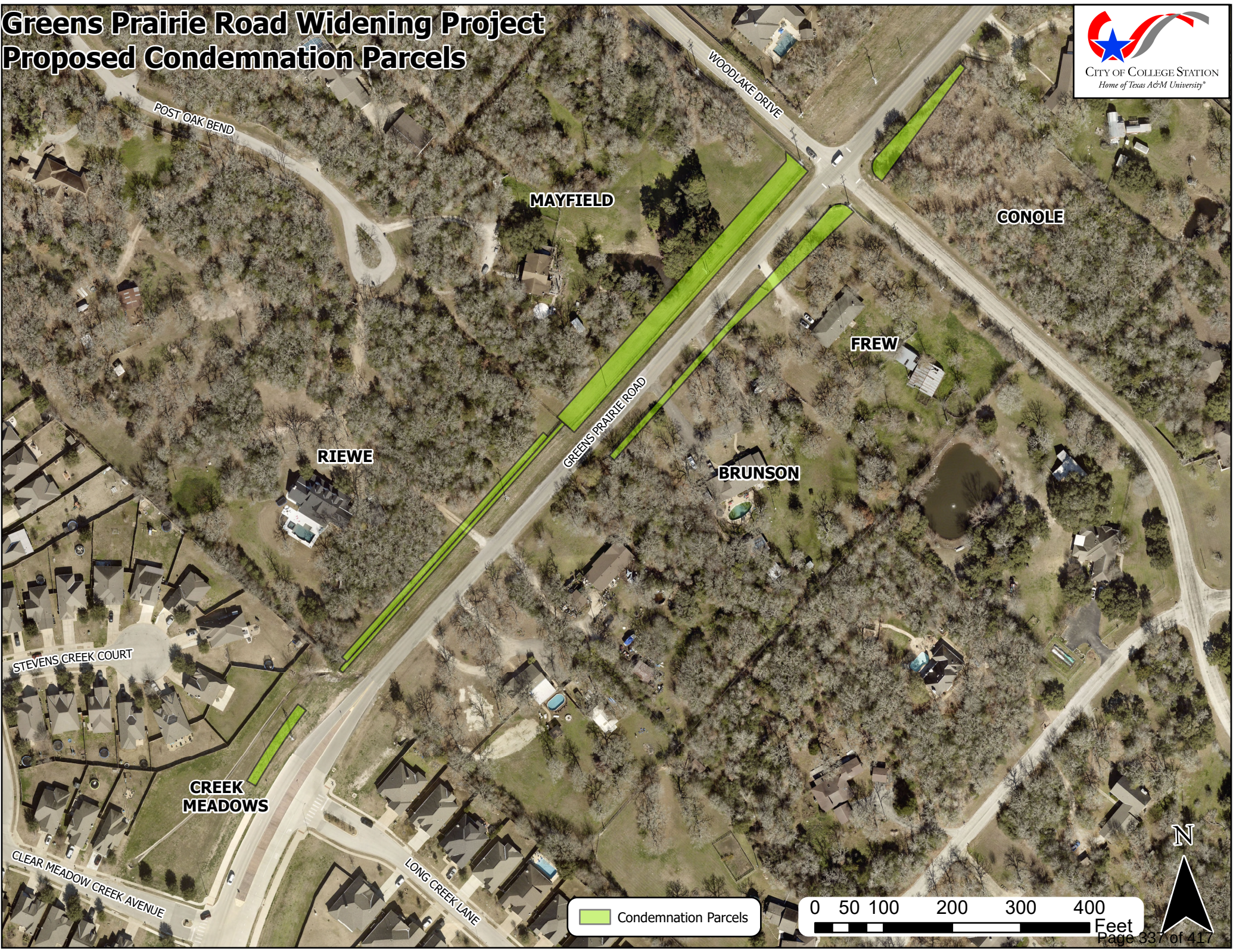


EXHIBIT G



Greens Prairie Road Widening Project

Proposed Condemnation Parcels



October 23, 2025

Item No. 9.3.

Victoria Avenue Roundabout and Sidewalk Project Condemnation Resolution

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution of the City Council of the City of College Station, Texas, determining that fee simple interests and right of way interests are needed and needs to be acquired from the landowners, for the Victoria Avenue Roundabout and Sidewalk project for the City of College Station, Texas; and authorizing the institution of eminent domain proceedings.

Relationship to Strategic Goals:

Recommendation(s):

Summary: The project will install a single lane roundabout at Creek Meadows Blvd and Victoria Ave. The work will include some drainage work and Welborn SUD waterline relocation. The project will also install a shared use path from Creek Meadows Blvd, along Victoria Ave, to Woodlake Drive.

Budget & Financial Summary: There are four tracts that will need to be condemned as part of the attached resolution.

- The Van Noord ROW tract was appraised at \$9,660 by S.T. Lovett & Associates. The City and the landowner have not been able to settle upon the cash fair market value and damages for the right of way.
- The Ling ROW tract was appraised at \$9,557 by S.T. Lovett & Associates. The City and the landowner have not been able to settle upon the cash fair market value and damages for the right of way.
- The Creek Meadows Partners tracts are two Right of Way areas associated with an adjacent residential development that are necessary for the roundabout. The City and the landowner have not been able to settle upon the cash fair market value and damages for the right of way.

A budget of \$4,300,000 is available in the Street Capital Improvement Projects Fund. A total of \$601,991 has been expended or encumbered to date, leaving a balance of \$3,698,009 for this item and future expenses.

Attachments:

1. Resolution Eminent Domain Victoria Roundabout w Exhibits
2. Victoria Project Map

RESOLUTION NO. XX-XX-XX-X.X

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, DETERMINING THAT THE INTERESTS LISTED BELOW NEED TO BE ACQUIRED FOR THE RIGHT-OF-WAY CONSTRUCTION, OPERATION, AND MAINTENANCE OF VICTORIA AVENUE ROUNDABOUT AND SIDEWALK, THE “PROJECT”, AND AUTHORIZING THE INSTITUTION OF EMINENT DOMAIN PROCEEDINGS.

WHEREAS, the City Council of the City of College Station now finds and determines that public convenience and necessity requires the City of College Station to acquire:

1. A fee simple interest in a tract of land totaling approximately 0.137 acre for the public purpose of the Right-of-Way construction, operation, and maintenance of the Victoria Avenue Roundabout and Sidewalk Project. A more specific description of said right-of-way parcel is attached as “**Exhibit A**”; and

2. A fee simple interest in a tract of land totaling approximately 0.138 acre for the public purpose of the Right-of-Way construction, operation, and maintenance of the Victoria Avenue Roundabout and Sidewalk Project. A more specific description of said right-of-way is attached as “**Exhibit B**”; and

3. A fee simple interest in a tract of land totaling approximately 0.107 acre for the public purpose of the Right-of-Way construction, operation, and maintenance of the Victoria Avenue Roundabout and Sidewalk Project. A more specific description of said right-of-way is attached as “**Exhibit C**”; and

4. A fee simple interest in a tract of land totaling approximately 0.049 acre for the public purpose of the Right-of-Way construction, operation, and maintenance of the Victoria Avenue Roundabout and Sidewalk Project. A more specific description of said right-of-way is attached as “**Exhibit D**”; and

WHEREAS, All tracts are collectively described as the “Land”; and

WHEREAS, the City of College Station, through its duly authorized representatives, have negotiated with the owners of the Land for the purchase of the Land for the purposes stated herein and are unable to agree with such owners as to the fair market value and damages of the land, if any, to obtain the necessary property rights required by the City of College Station for the Project; and

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

Section 1. The facts and recitals set forth in the preamble of this resolution are found to be true and correct.

Section 2. The City Council of the City of College Station authorizes the City Attorney, or his designee, in compliance with Chapter 21 of the Texas Property Code, to send Initial and Final Offer Letters to the owners of the Land.

Section 3. The City Council finds and determines that a public use and necessity exists for the City of College Station to construct, operate, and maintain the Project and to acquire the necessary property rights in the Land as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

Section 4. Should the Initial and Final offers be rejected by the owners of the Land, the City Council finds that the only way for the City of College Station to acquire the necessary interests in the Land is through the filing of eminent domain proceedings and the City Council hereby authorizes the City Attorney, or his designee, to bring eminent domain

proceedings on behalf of the City of College Station under applicable provisions of law, whether provided by §251.001 of the Texas Local Government Code, Chapter 21 of the Texas Property Code, or by any other provision of law or as amended, against the owner or owners of the Land.

PASSED, APPROVED, AND RESOLVED this _____ day of _____, 202____.

Mayor

ATTEST:

City Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT A

City of College Station
Edward J. Ling
Right-of-way Parcel

Jesse Bledsoe Survey
Abstract No. 71

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 0.137 acre (5,968 square feet) out of the Jesse Bledsoe Survey, Abstract No. 71, Brazos County, Texas, being a portion of a Lot 7, of Wellborn Oaks Subdivision, recorded in Volume 345, Page 635 of the Deed Records of Brazos County, Texas (DRBC), conveyed by Warranty Deed with Vendor's Lien to Edward J. Ling, recorded in Volume 9580, Page 80 of the Official Public Records of Brazos County (OPRBC), said 0.137 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, 4203;

BEGINNING at a found bent 1/2-inch iron rod marking the west corner of said Lot 7, Wellborn Oaks, also being the north corner of Lot 8, Wellborn Oaks and lying in the southeast right-of-way line of Victoria Avenue (variable width right-of-way), from which College Station GPS Base No. 134 bears: South 69°25'00" West, 2643.67 feet;

THENCE along the northwest line of said Lot 7 and the southeast right-of-way line of Victoria Avenue the following three (3) courses and distances:

1. North 42°35'49" East, 181.60 feet to a found 1/2-inch iron rod (with cap stamped "KERR");
2. North 44°25'49" East, 258.80 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity");
3. North 54°08'49" East, 35.96 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity");

THENCE over and across said Lot 7, the following three (3) courses and distances:

1. South 39°40'45" West, 19.84 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity");
2. South 42°44'22" West, 148.41 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity");
3. South 42°50'43" West, 303.47 feet to a set 5/8-inch iron rod (with cap stamped "Quiddity"), lying in the common line of said Lot 7 and said Lot 8;

THENCE North 61°49'09" West, 15.29 feet along said common line to the **POINT OF BEGINNING**, **CONTAINING** 0.137 acre, 5,968 square feet of land in Brazos County, Texas, as shown on Drawing No. 19970 filed in the office of Quiddity, in College Station, Texas.



EXHIBIT A

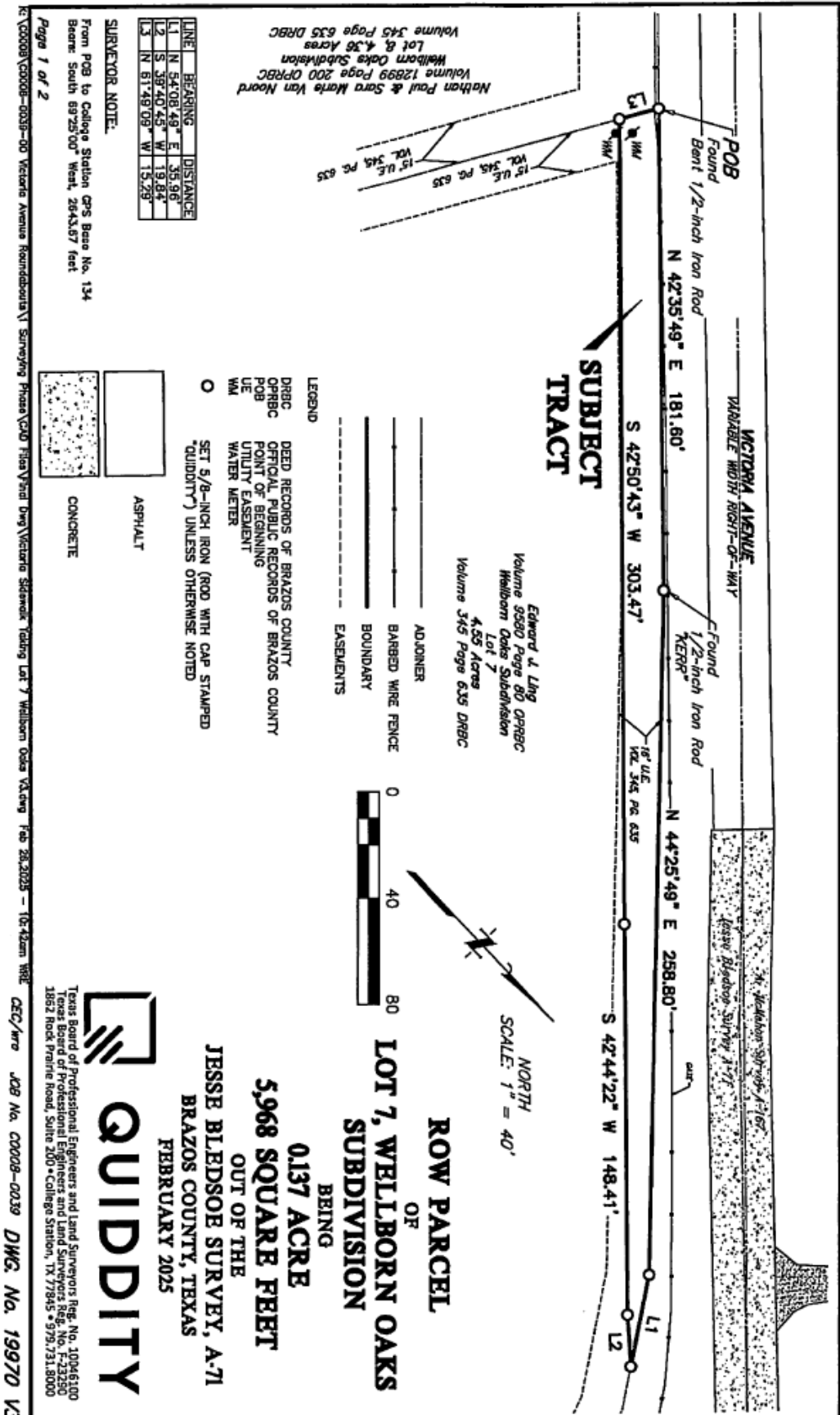


EXHIBIT A

TITLE COMMITMENT NOTES:

Reference Commitment for Title Insurance issued by Texan Title Insurance Company, countersigned by South Land Title, LLC, GF No. BC2413224, having an effective date of May 24, 2024 and an issue date of May 29, 2024. No further research for easements or encumbrances was performed by Guididity.

h. Easements and building lines as shown of record on plat of Wellborn Oaks, recorded in Volume 345, Page 635 of the Deed Records of Brazos County, Texas and in restrictions, recorded in Volume 309, page 58, Volume 358, page 813, Deed Records of Brazos County, Texas, Volume 2550, Page 111, Official Records of Brazos County. Easements and building lines do affect the subject tract. Easements are shown hereon.

i. Easement from James E. Frierson to Wellborn Water Supply Corporation, dated December 3, 1968, recorded in Volume 275, page 153, Deed Records of Brazos County, Texas. This easement does affect the subject tract as a blanket easement, being 20' wide with the center being the pipeline as installed.

j. Easement from Lenton O. Rowland to City of Bryan, dated July 6, 1982, recorded in Volume 527, page 248, Deed Records of Brazos County, Texas. This easement does affect the subject tract as a blanket easement of unknown width.

10(e), 10(f), 10(k), 10(l), 10(m), 10(n), 10(o), 10(p), 10(q), 10(r), 10(s), 10(t), 10(u), 10(v), 10(w), 10(x), 10(y), 10(z), 10(aa), 10(bb). These items mention oil, gas and mineral leases and mineral and/or royalty reservations. Mineral and/or royalty reservations and oil, gas, and mineral leases are outside the scope of services and therefore these items were not reviewed (See General Note 3).

GENERAL NOTES:

1. Bearings shown hereon are based on the Texas Coordinate System of 1983, Central Zone (4203).
2. A separate legal description of equal date was written in conjunction with this survey.
3. This survey does not provide a determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
4. According to Map No. 4804100325E of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Brazos County, dated May 16, 2012, the subject tract is situated within: Unshaded Zone "X", defined as areas determined to be outside the 500-year flood plain.
This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
5. The surveyor has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
6. Visible improvements were located with this survey; no subsurface probing, excavation or exploration was performed for this survey. Improvements may exist which are not shown hereon.

Page 2 of 2

K:\C00008\C00008-0039-00 Victoria Avenue Roundabout\Surveying Phase\CAD Files\Final Dwg\Victoria Shaded Taking Lot 7 Wellborn Oaks V3.dwg Feb 26, 2025 - 10:42am WFE

Subject to the General Notes shown:

To: City of College Station, Texan Title Insurance Company & South Land Title, LLC

We, Guididity, acting by and through Christopher E. Curtis, a Registered Professional Land Surveyor, hereby certify this survey substantially complies with the current Texas Society of Professional Surveyors' Standards and Specifications for a Category 1A, Condition II Land Title Survey.

Surveyed: April 9, 2024


Christopher E. Curtis
Registered Professional Land Surveyor
No. 6111
courti@guididity.com

Dated:

2/26/25



ROW PARCEL
OF
LOT 7, WELLBORN OAKS
SUBDIVISION

BEING

0.137 ACRE

5,968 SQUARE FEET

OUT OF THE

JESSE BLEDSOE SURVEY, A-71

BRAZOS COUNTY, TEXAS

FEBRUARY 2025



GUIDIDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10045100
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
1852 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000

CEC/wre

JCB No. C00008-0039

DWG. No. 19970 V3

EXHIBIT B

City of College Station
Nathan Paul & Sara Marie Van Noord
Right-of-way Parcel

Jesse Bledsoe Survey
Abstract No. 71

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 0.138 acre (6,031 square feet) out of the Jesse Bledsoe Survey, Abstract No. 71, Brazos County, Texas, being a portion of a Lot 8, of Wellborn Oaks Subdivision, recorded in Volume 345, Page 635 of the Deed Records of Brazos County, Texas (DRBC), conveyed by General Warranty Deed to Nathan Paul and Sara Marie Van Noord, recorded in Volume 12899, Page 200 of the Official Public Records of Brazos County (OPRBC), said 0.138 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, 4203;

BEGINNING at a found 3/8-inch iron rod marking the west corner of said Lot 8, Wellborn Oaks, and lying in the southeast right-of-way line of Victoria Avenue (variable width right-of-way), from which College Station GPS Base No. 134 bears: South 74°21'32" West, 2265.87 feet;

THENCE North 42°36'14" East, 432.75 feet along the northwest line of said Lot 8 being common with southeast right-of-way line of Victoria Avenue, to a found bent 1/2-inch iron rod marking the north corner of said Lot 8 being common with the west corner of Lot 7, Wellborn Oaks;

THENCE South 61°49'09" East, 15.29 feet along the common line of Lot 7 and Lot 8 to a set 5/8-inch iron rod (with cap stamped "Quiddity");

THENCE South 42°50'43" West, 436.15 feet across said Lot 7 to a set 5/8-inch iron rod (with cap stamped "Quiddity") marking the north corner of Common Area "E", Creek Meadows Subdivision, Section 1A, Phase 2, recorded in Volume 8028, Page 248 of the OPRBC and lying in the southeast right-of-way line of Victoria Avenue;

THENCE North 49°11'52" West, 12.97 feet along the right-of-way line of Victoria Avenue to the **POINT OF BEGINNING, CONTAINING** 0.138 acre, 6,031 square feet of land in Brazos County, Texas, as shown on Drawing No. 19971 filed in the office of Quiddity, in College Station, Texas.

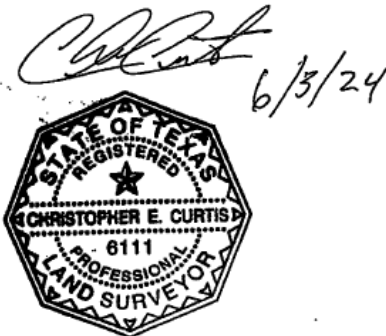
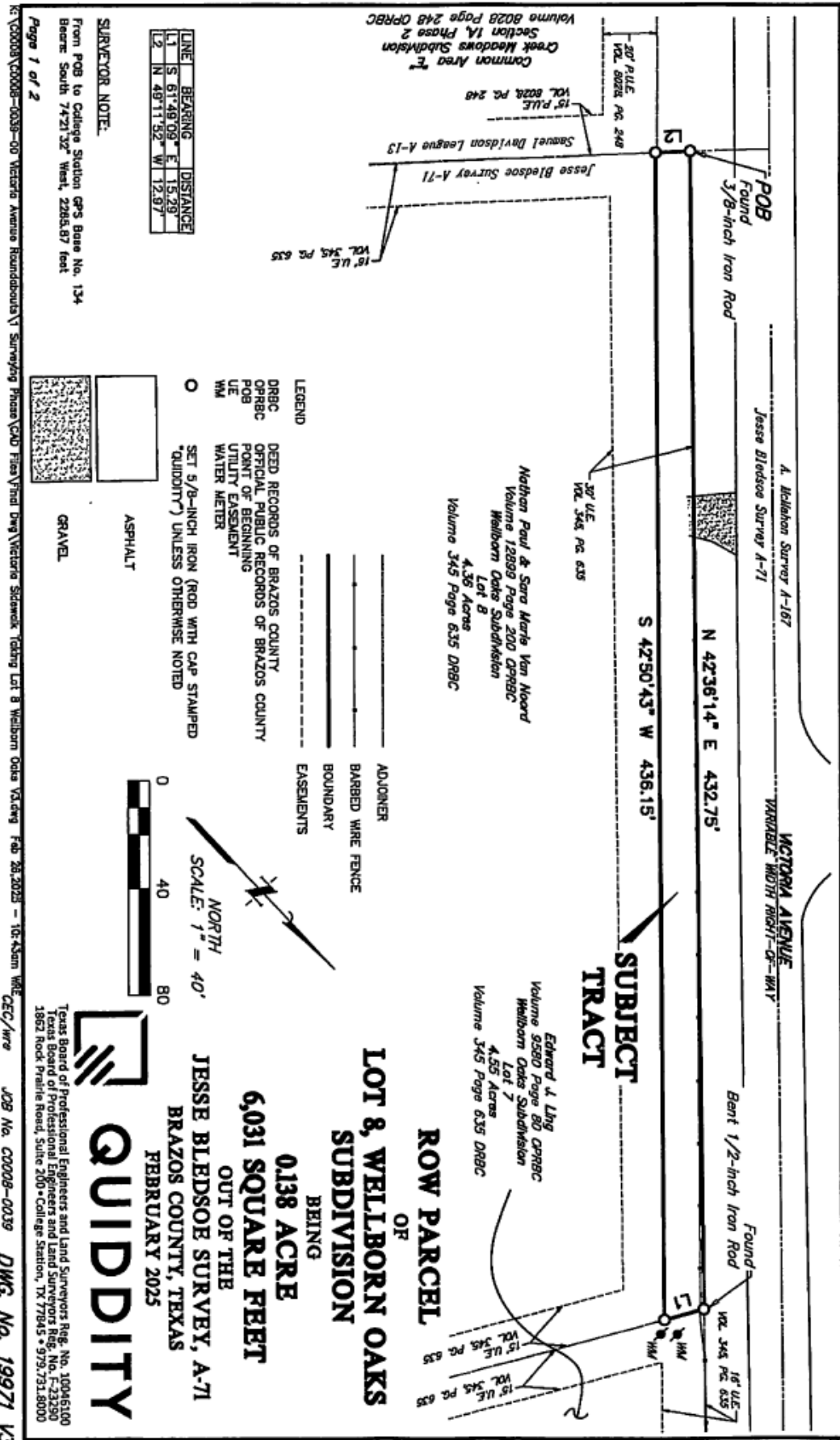


EXHIBIT B



TITLE COMMITMENT NOTES:

Reference Committee for Title Insurance issued by South Land Title, LLC, GF No. BC2413323, having an effective date of May 24, 2024 and on Issue date of May 29, 2024. No further research for encumbrances was performed by Quindly.

h. Easements and building lines as shown of record on plat of Wellborn Oaks, recorded in Volume 345, Page 635, or the Deed Records of Brazos County, Texas and in restrictions, recorded in Volume 309, page 58, Volume 358, page 813, Deed Records of Brazos County, Texas, Volume 2550, Page 11, Official Records of Brazos County. Easements and building lines do effect the subject tract. Easements are shown hereon.

blanket easement, being 20' wide with the center being the pipeline as installed.

¹ Easement from Jack C. Parker et al to City of Brown, dated January 19, 1981, recorded in Volume 474, page 24, Deed Records of Brazos County, Texas. This easement does affect the subject tract as a blanket easement of unknown width.

10(e), 10(f), 10(g), 10(i), 10(m), 10(n), 10(o), 10(p), 10(q), 10(r), 10(s), 10(t), 10(u), 10(v), 10(w), 10(x), 10(y), 10(z), 10(aa), 10(bb), 10(cc), 10(dd). These items mention oil, gas and mineral leases and mineral and/or royalty reservations. Mineral and/or royalty reservations and oil, gas, and mineral leases are outside the scope of services, and therefore these items were not reviewed (See General Note 3).

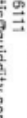
GENERAL NOTES:

1. Bearings shown herein are based on the Texas Coordinate System of 1983, Central Zone (4203).
2. A separate legal description of equal date was written in conjunction with this survey.
3. This survey does not provide a determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
4. According to Map No. 48041D032SE of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Brazos County, dated May 18, 2012, the subject tract is situated within: Unshaded Zone "X", defined as areas determined to be outside the 500-year flood plain.

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions, floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
5. The surveyor has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown herein.
6. Visible improvements were located with this survey; no subsurface probing, excavation or exploration was performed for this survey. Improvements may exist which are not shown herein.



Surveyed April 9, 2024


Christopher E. Curtis
Registered Professional Land Surveyor
No. 6111
ncurtis@equidaily.com

Dated: 2/26/25

Subject to the General Notes shown:
To: City of College Station, Texas Title Insurance Company & South Land Title, LLC
We, Quiddity, acting by and through Christopher E. Curtis, a Registered Professional Land Surveyor, hereby certify this survey substantially complies with the current Texas Society of Professional Surveyors' Standards and Specifications for a Category 1A, Condition II Land Title Survey.

**ROW PARCEL
OF
LOT 8, WELLBORN OAKS
SUBDIVISION**

0.138 ACRE
6,031 SQUARE FEET

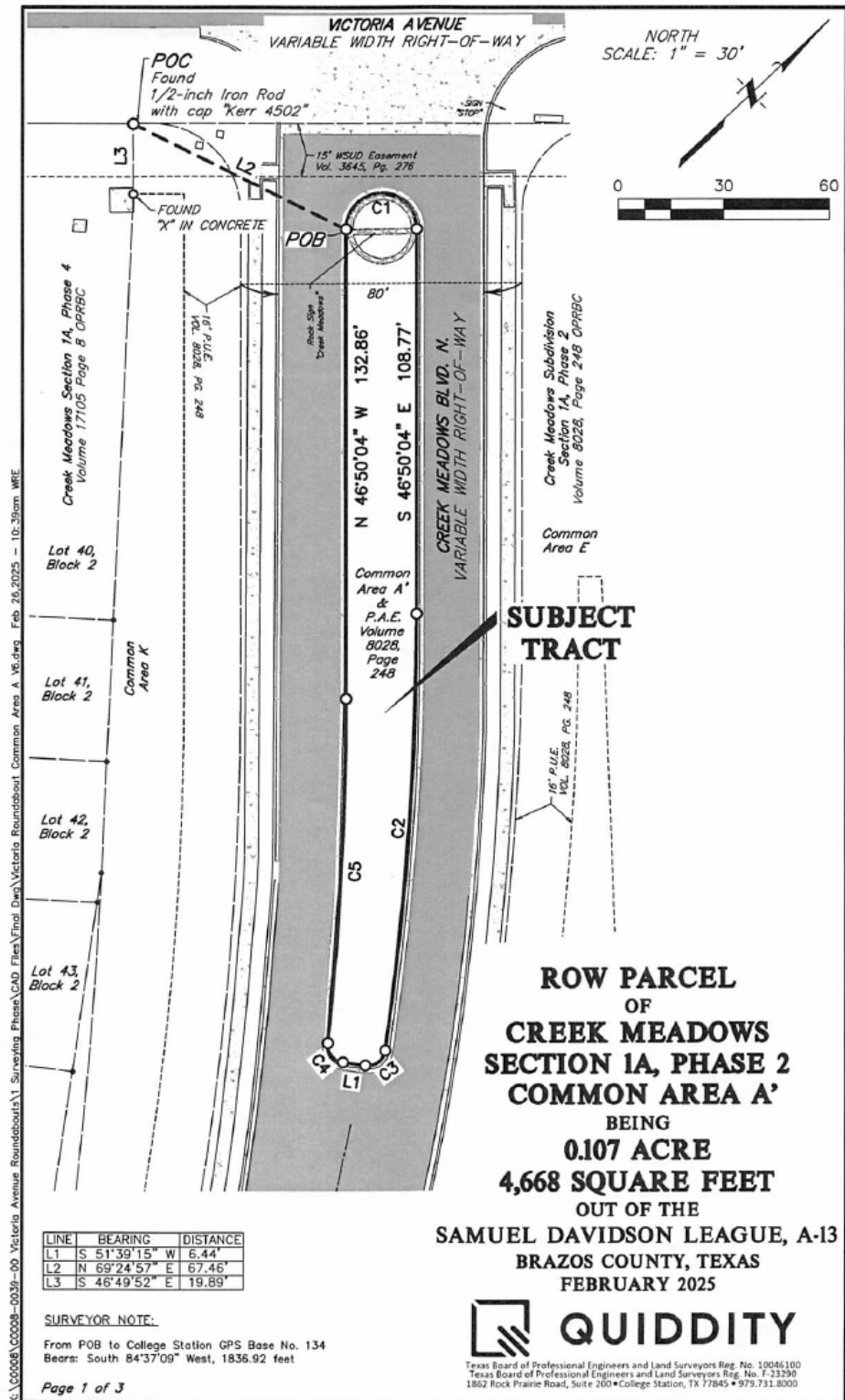
OUT OF THE
JESSE BLEDSOE SURVEY, A-71
BRAZOS COUNTY, TEXAS
FEBRUARY 2025



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-232290
1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000

EXHIBIT C



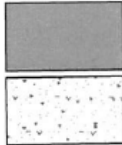
CEC/wre

JOB No. C0008-0039

DWG. No. 18909 v6

EXHIBIT C

EXHIBIT C



ASPHALT

CONCRETE

LEGEND

OPRBC OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY

PAE PUBLIC ACCESS EASEMENT

PFC POINT FOR CORNER

PG PAGE

POB POINT OF BEGINNING

POC POINT OF COMMENCEMENT

VOL VOLUME

○ POINT FOR CORNER UNLESS OTHERWISE NOTED

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	10.00'	31.44'	20.00'	N 43°09'56" E	180°07'51"
C2	870.00'	123.86'	123.76'	S 42°45'21" E	8°09'26"
C3	5.00'	7.88'	7.09'	S 06°29'18" W	90°19'52"
C4	5.00'	7.64'	6.92'	N 84°35'30" W	87°30'32"
C5	930.00'	97.34'	97.30'	N 43°50'09" W	5°59'50"

----- ADJOINER

----- BOUNDARY

----- EASEMENTS

Subject to the General Notes shown:

To: City of College Station, Texan Title Insurance Company & South Land Title, LLC

We, Quiddity, acting by and through Christopher E. Curtis, a Registered Professional Land Surveyor, hereby certify this survey substantially complies with the current Texas Society of Professional Surveyor's Standards and Specifications for a Category 1A, Condition II Land Title Survey.

Surveyed: April 9, 2024



Dated: 2/26/25

Christopher E. Curtis

Registered Professional Land Surveyor

No. 6111

ccurtis@quiddity.com



ROW PARCEL

OF

CREEK MEADOWS

SECTION 1A, PHASE 2

COMMON AREA A'

BEING

0.107 ACRE

4,668 SQUARE FEET

OUT OF THE

SAMUEL DAVIDSON LEAGUE, A-13

BRAZOS COUNTY, TEXAS

FEBRUARY 2025



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000

EXHIBIT C

TITLE COMMITMENT NOTES:

Reference Commitment for Title Insurance issued by Texan Title Insurance Company, countersigned by South Land Title, LLC, GF No. BC2312728, having an effective date of June 17, 2024 and an issue date of June 26, 2024. No further research for easements or encumbrances was performed by Quiddity.

10(h) Easements as shown of record on plat of Creek Meadows, Section 1A, Phases 1-2 and Section 1B, Phases 1-4, recorded in Volume 8028, page 248, Official Records of Brazos County, Texas. The entirety of the subject tract is designated as a Public Access Easement, no other easements on said plat affect the subject tract.

10(i) Easement from B. F. Vance to Lone Star Gas Company, dated March 20, 1951, recorded in Volume 148, page 491, Deed Records of Brazos County, Texas. This easement does affect the subject tract as a blanket easement.

10(o) Easement from Mrs. Vonnice Ray Vance to Wellborn Water Supply Corporation, dated September 30, 1968, recorded in Volume 273, page 180, Deed Records of Brazos County, Texas. This easement does affect the subject tract as a blanket easement.

10(w) Easement from VRV Partners to Wellborn Special Utility District, dated October 8, 1999, recorded in Volume 3645, page 276, Official Records of Brazos County, Texas. This easement does not affect the subject tract and is shown hereon.

10(y) Easement from Creek Meadows Partners, LP to the City of College Station, dated March 13, 2007, recorded in Volume 7863, page 72, Official Records of Brazos County, Texas. This Temporary Blanket Easement does affect the subject tract.

10(e), 10(f), 10(ii), 10(mm), 10(nn), 10(oo), 10(pp), 10(qq), 10(rr), 10(ss), 10(tt), 10(uu). These items mention oil, gas and mineral leases and mineral and/or royalty reservations. Mineral and/or royalty reservations and oil, gas, and mineral leases are outside the scope of services and therefore these items were not reviewed (See General Note 3).

GENERAL NOTES:

1. Bearings shown hereon are based on the Texas Coordinate System of 1983, Central Zone (4203).
2. A separate legal description of equal date was written in conjunction with this survey.
3. This survey does not provide a determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
4. According to Map No. 48041C0325E of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Brazos County, dated May 16, 2012, the subject tract is situated within: Unshaded Zone "X"; defined as areas determined to be outside the 500-year flood plain.

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.

5. The surveyor has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
6. Visible improvements were located with this survey; no subsurface probing, excavation or exploration was performed for this survey. Improvements may exist which are not shown hereon.

**ROW PARCEL
OF
CREEK MEADOWS
SECTION 1A, PHASE 2
COMMON AREA A'
BEING
0.107 ACRE
4,668 SQUARE FEET
OUT OF THE
SAMUEL DAVIDSON LEAGUE, A-13
BRAZOS COUNTY, TEXAS
FEBRUARY 2025**



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
Texas Board of Professional Engineers and Land Surveyors Reg. No. 1-23290
1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000

EXHIBIT C

City of College Station
Creek Meadows. Common Area A'
Right-of-Way Parcel

Samuel Davidson League
Abstract No. 13

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 0.107 acre (4,668 square feet) out of the Samuel Davidson League, Abstract No. 13, College Station, Brazos County, Texas, being all of Common Area A' of Creek Meadows, Section 1A, Phase 2, recorded in Volume 8028, Page 248, of the Official Public Records of Brazos County (OPRBC), said 0.107 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, 4203;

COMMENCING at a found 1/2-inch iron rod (with cap stamped "Kerr 4502") marking the west corner of Common Area K, of said Creek Meadows Section 1A, Phase 2, also marking the north corner of Lot 40, Block 2, Creek Meadows, Section 1A, Phase 4, plat recorded in Volume 17105, Page 8 of the OPRBC and lying in the southeast right-of-way line of Victoria Avenue (variable width right-of-way), from which a found "X" in concrete marking an angle point in Common Area "K" and said Lot 40, Block 2, bears South 46°49'52" East, 19.89 feet;

THENCE, North 69°24'57" East, 67.46 feet across said Common Area K and Creek Meadows Blvd. North (variable width right-of-way), to a point for corner marking the **POINT OF BEGINNING** of the herein described subject tract and the beginning of a curve to the right, from which College Station GPS Base No. 134 bears: South 84°37'09" West, 1836.92 feet;

THENCE along the common line of said Creek Meadows Blvd. North and Common Area A' the following eight (8) courses and distances:

1. Along said curve to the right, having a radius of 10.00 feet, an arc length of 31.44 feet, a delta angle of 180°07'51" and a chord bearing of North 43°09'56" East, 20.00 feet to a point for corner;
2. South 46°50'04" East, 108.77 feet to a point-for-corner, marking the beginning at a tangent curve to the right;
3. Along said tangent curve to the right, having a radius of 870.00 feet, an arc length of 123.86 feet, a delta angle of 8°09'26" and a chord bearing of South 42°45'21" East, 123.76 feet to a point for corner marking the beginning of a compound curve to the right;
4. Along said compound curve to the right, having a radius of 5.00 feet, an arc length of 7.88 feet, a delta angle of 90°19'52" and a chord bearing of South 06°29'18" West, 7.09 feet to a point for corner;
5. South 51°39'15" West, 6.44 feet to a point-for-corner, marking the beginning of a tangent curve to the right;
6. Along said tangent curve to the right, having a radius of 5.00 feet, an arc length of 7.64 feet, a delta angle of 87°30'32" and a chord bearing of North 84°35'30" West, 6.92 feet to a point for corner marking the beginning of a compound curve to the left;
7. Along said compound curve to the left, having a radius of 930.00 feet, an arc length of 97.34 feet, a delta angle of 5°59'50" and a chord bearing of North 43°50'09" West, 97.30 feet to a point for corner;

EXHIBIT C

City of College Station
Creek Meadows. Common Area A'
Right-of-Way Parcel

Samuel Davidson League
Abstract No. 13

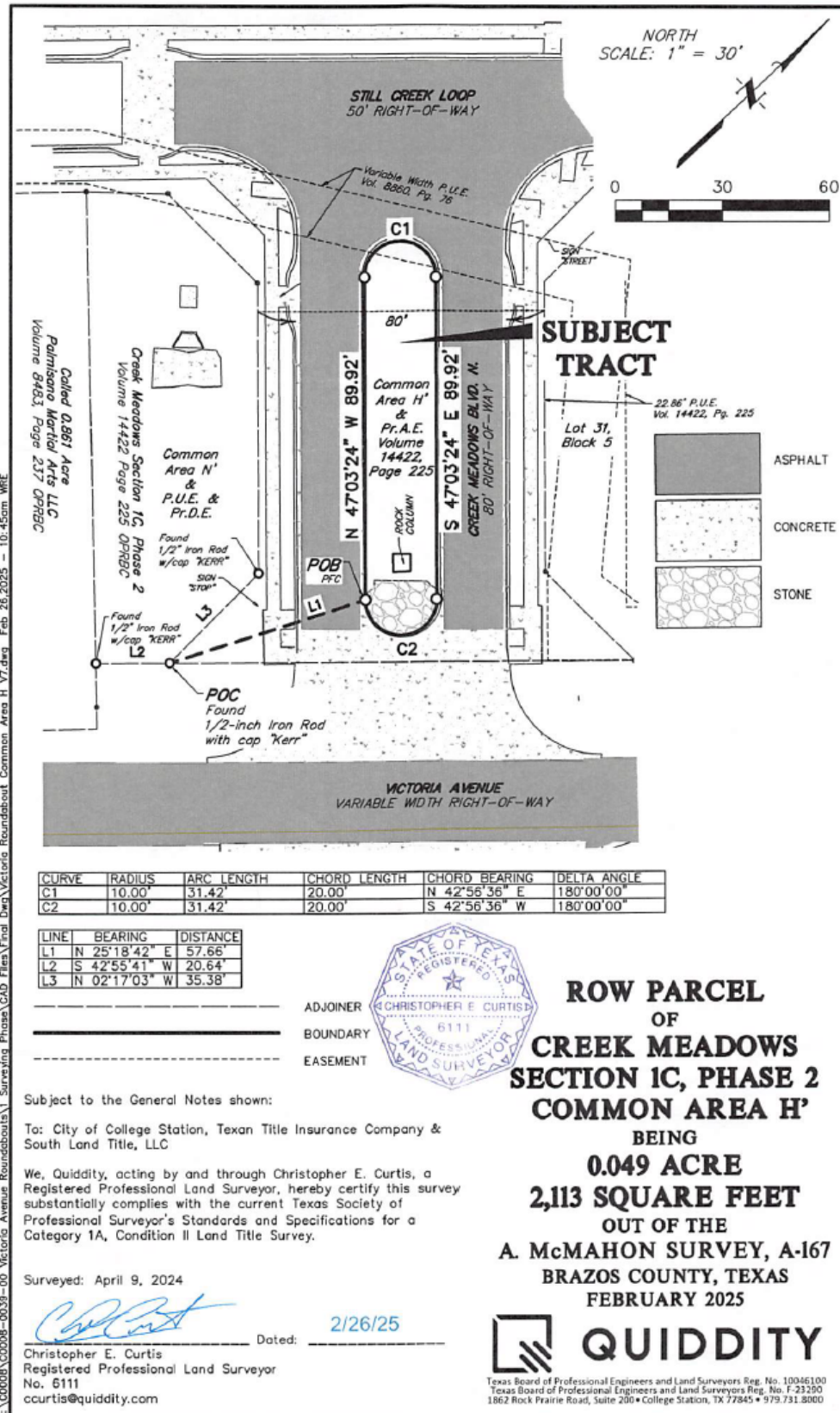
8. North 46°50'04" West, 132.86 feet to the **POINT OF BEGINNING, CONTAINING** 0.107 acres, 4,668 square feet of land in College Station, Brazos County, Texas, as shown on Drawing No. 18909 v3 filed in the office of Quiddity, in College Station, Texas.



8/22/24



EXHIBIT D



K:\C0008\00008-0039-00 Victoria Avenue Roundabout\1 Surveying Phase\CAD Files\Final Draw\Victoria Roundabout Common Area H V7.dwg Feb 26 2025 - 10:45am WRE

EXHIBIT D

TITLE COMMITMENT NOTES:

Reference Commitment for Title Insurance issued by Texan Title Insurance Company, countersigned by South Land Title, LLC, GF No. BC2312728, having an effective date of June 17, 2024 and an issue date of June 26, 2024. No further research for easements or encumbrances was performed by Quiddity.

10(i) Easements and building lines as shown of record on plat of Creek Meadows, recorded in Volume 14422, page 225, Official Records of Brazos County, Texas. The entirety of the subject tract is designated as a Private Access Easement, no other easements on said plat affect the subject tract.

10(j) Easement from J.W. McCulloch, et ux to Lone Star Gas Company, dated December 19, 1950, recorded in Volume 148, page 478 Deed Records of Brazos County, Texas, and partially released in Volume 66, Page 441, Release Records of Brazos County, Texas., noted as a blanket easement on survey prepared September 29, 2006, by Brad Kerr, Registered Professional Land Surveyor, State of Texas, No. 4502. This easement does affect the subject tract as a blanket easement, the partial release mentioned does not affect the subject tract.

10(m) Easement from J.W. McCulloch, et ux to Lone Star Gas Company, dated May 25, 1959, recorded in Volume 198, page 59, Deed Records of Brazos County, Texas, and partially released in Volume 88, Page 441, Release Records of Brazos County, Texas., This easement does affect the subject tract as a blanket easement, the partial release mentioned does not affect the subject tract.

10(q) Easement from John W. Hollick, et ux to The City of Bryan, dated October 5, 1972, recorded in Volume 310, page 314, Deed Records of Brazos County, Texas. This easement does affect the subject tract as a blanket easement.

10(r) Easement from John W. Hollick to The City of Bryan, dated June 9, 1977, recorded in Volume 378, page 194, Deed Records of Brazos County, Texas. This easement does affect the subject tract as a blanket easement.

10(s) Easement and Right-of-Way from John W. Hollick, et ux to General Telephone Company of the Southwest, dated September 7, 1984, recorded in Volume 735, page 202, Official Records of Brazos County, Texas. This easement does not affect the subject tract.

10(t) Easement and Right-of-Way from John W. Hollick, et ux to GTE Southwest, Incorporated, dated March 5, 1990, recorded in Volume 1188, page 185, Official Records of Brazos County, Texas. This easement does not affect the subject tract.

10(u) Easement Grant from John W. Hollick, et ux to Brazos County, dated August 1, 1990, recorded in Volume 1201, page 336, Official Records of Brazos County, Texas. This easement does not affect the subject tract.

10(v) Easement from John W. Hollick, et ux to Wellborn Special Utility District, dated September 8, 1999, recorded in Volume 3645, page 274, Official Records of Brazos County, Texas. Said Right-of-Way Easement contains a blanket description of a 15-foot wide easement on the pipeline as installed and therefore cannot be located due to vague description.

10(z) Easement executed by Creek Meadows Partners, etd to City of College Station, dated July 17, 2007, recorded in Volume 8127, Page 260, Official Records of Brazos County, Texas. This easement does affect the subject tract as a temporary blanket easement.

10(cc) Easement granted to City of College Station, Texas by Creek Meadows Partners, L.P. as set out in instrument dated October 22, 2008, recorded Volume 8860, Page 76 of the Official Public Records of Brazos County, Texas. This easement does affect the subject tract and is shown hereon.

10(e), 10(f), 10(i), 10(mm), 10(nn), 10(oo), 10(pp), 10(qq), 10(rr), 10(ss), 10(tt), 10(uu). These items mention oil, gas and mineral leases and mineral and/or royalty reservations. Mineral and/or royalty reservations and oil, gas, and mineral leases are outside the scope of services and therefore these items were not reviewed (See General Note 3).

○ POINT FOR CORNER UNLESS OTHERWISE NOTED

SURVEYOR NOTE:

From POB to College Station GPS Base No. 134
Bears: South 81°34'02" West, 1755.85 feet

GENERAL NOTES:

1. Bearings shown hereon are based on the Texas Coordinate System of 1983, Central Zone (4203).
2. A separate legal description of equal date was written in conjunction with this survey.
3. This survey does not provide a determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
4. According to Map No. 48041C0325E of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Brazos County, dated May 16, 2012, the subject tract is situated within: Unshaded Zone "X"; defined as areas determined to be outside the 500-year flood plain.

This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
5. The surveyor has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
6. Visible improvements were located with this survey; no subsurface probing, excavation or exploration was performed for this survey. Improvements may exist which are not shown hereon.

LEGEND

OPRBC	OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY
PAE	PUBLIC ACCESS EASEMENT
PG	PAGE
Pr.DE	PRIVATE DRAINAGE EASEMENT
PUE	PUBLIC UTILITY EASEMENT
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
VOL	VOLUME

**ROW PARCEL
OF
CREEK MEADOWS
SECTION 1C, PHASE 2
COMMON AREA H'
BEING
0.049 ACRE
2,113 SQUARE FEET
OUT OF THE
A. McMAHON SURVEY, A-167
BRAZOS COUNTY, TEXAS
FEBRUARY 2025**



QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-13290
1862 Rock Prairie Road, Suite 200 • College Station, TX 77845 • 979.731.8000

K:\C0008\C0008-0039-00 Victoria Avenue Roundabout\1 Surveying Phase\CAD Files\CAD Files\Final Draw\Victoria Roundabout Common Area H V7.dwg Feb 26, 2025 - 10:47am WRE

EXHIBIT D

City of College Station
Creek Meadows Partners, L.P., Common Area H'
Right-of-Way Parcel

A. McMahon League
Abstract No. 167

STATE OF TEXAS §

COUNTY OF BRAZOS §

A METES AND BOUNDS description of a certain 0.049 acre (2,113 square feet) out of the A. McMahon Survey, Abstract No. 167, College Station, Brazos County, Texas, being all of Common Area H' of Creek Meadows, Section 1C, Phase 2, owned by Creek Meadows Partners, L.P., plat recorded in Volume 14422, Page 225 of the Official Public Records of Brazos County (OPRBC), said 0.048 acre tract being more particularly described as follows with all bearings being based on the Texas Coordinate System of 1983, Central Zone, 4203;

COMMENCING at a found 1/2-inch iron rod (with cap stamped "Kerr") marking the southeast corner Common Area N' owned by Creek Meadows Homeowners Association, recorded in Volume 14422, Page 225 of the OPRBC and lying in the northwest right-of-way line of Victoria Avenue (variable width right-of-way), from which a found 1/2-inch iron rod (with cap stamped "Kerr") marking the south corner of Common Area N' bears South 42°55'41" West, 20.64 feet, and from which a found 1/2-inch iron rod (with cap stamped "Kerr") marking a west corner of Common Area N' and lying in the southwest right-of-way line of Creek Meadows Blvd. North (80-foot wide right-of-way), bears North 02°17'03" West, 35.38 feet;

THENCE, North 25°18'42" East, 57.66 feet across said Creek Meadows Blvd. North, to a point for corner marking the **POINT OF BEGINNING** of the herein described subject tract, from which College Station GPS Base No. 134 bears: South 81°34'02" West, 1755.85 feet;

THENCE along the common line of said Creek Meadows Blvd. North and said Common Area H' the following four (4) courses and distances:

1. North 47°03'24" West, 89.92 feet to a point-for-corner, marking the beginning at a tangent curve to the right;
2. Along said tangent curve to the right, having a radius of 10.00 feet, an arc length of 31.42 feet, a delta angle of 180°00'00" and a chord bearing of North 42°56'36" East, 20.00 feet to a point for corner;
3. South 47°03'24" East, 89.92 feet to a point-for-corner, marking the beginning at a tangent curve to the right;
4. Along said tangent curve to the right, having a radius of 10.00 feet, an arc length of 31.42 feet, a delta angle of 180°00'00" and a chord bearing of South 42°56'36" West, 20.00 feet to the **POINT OF BEGINNING, CONTAINING** 0.049 acres, 2,113 square feet of land in College Station, Brazos County, Texas, as shown on Drawing No. 18910 filed in the office of Quiddity, in College Station, Texas.

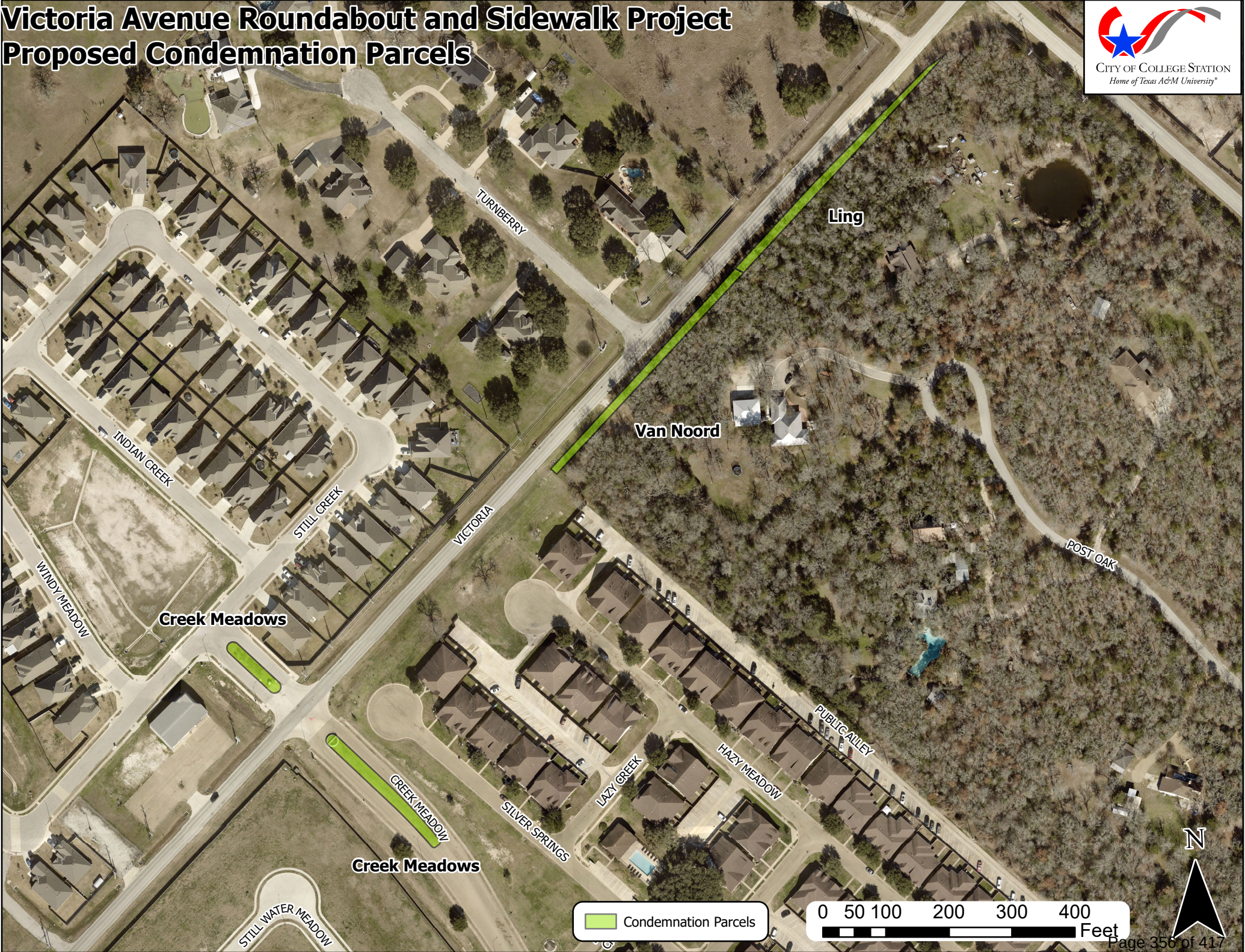
 8/22/24



EXHIBIT D

Victoria Avenue Roundabout and Sidewalk Project

Proposed Condemnation Parcels



October 23, 2025
Item No. 9.4.
Promoter for Wolf Pen Creek Amphitheater

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: N/A

Agenda Caption: Presentation, discussion, and possible action on the development of a request for proposals for a live entertainment promoter for the Wolf Pen Creek Amphitheater.

Relationship to Strategic Goals:

- Goog Governance
- Diverse & Growing Economy

Recommendation(s): To receive a presentation on the proposed draft Request for Proposals (RFP) for a live entertainment promoter at the Wolf Pen Creek Amphitheater, and to provide feedback, comments, and direction regarding the scope, structure, scoring, and language of the draft RFP.

Summary: Enclosed is a draft Request for Proposals (RFP) seeking a qualified live entertainment promoter to manage programming at the Wolf Pen Creek Amphitheater.

Earlier this year, the City received an unsolicited proposal from a promoter expressing interest in overseeing live entertainment operations at the venue. In response, staff have prepared this draft RFP to initiate a competitive solicitation process.

Budget & Financial Summary: Costs associated with this RFP are currently not included in the City's budget. Once responses are received and evaluated, the potential annual fee, revenue sharing, and capital impact would need to be considered.

Attachments:

1. Request for Proposals - Wolf Pen Creek Promoter

Request for Proposals: Live Entertainment Promoter for Wolf Pen Creek Amphitheater

1. Introduction and Purpose

The City of College Station, Texas, is seeking proposals from qualified and experienced live entertainment promoters to program, manage, and enhance the Wolf Pen Creek Amphitheater. The purpose of this Request for Proposals (RFP) is to identify a partner who can bring a diverse array of high-quality live entertainment events to the venue, contribute to its long-term development, and enhance the cultural vibrancy of our community.

2. Background: Wolf Pen Creek Amphitheater

The Wolf Pen Creek Amphitheater is a prominent outdoor entertainment venue located within the expansive 63-acre Wolf Pen Creek Park in College Station, Texas. Established with its first phase dedicated in the spring of 1993, the park and amphitheater have been a cherished community asset for over three decades.

It serves as a popular gathering place for residents and visitors, hosting a wide variety of community events, concerts, and festivals. The venue currently features a large lawn area for seating, a permanent stage, and robust supporting infrastructure. The amphitheater itself offers lawn seating for approximately 7,000 to 7,500 people.

Beyond the amphitheater, the park's amenities further enhance its appeal and potential for diverse events. These include:

- A 2,000 square-foot Green Room overlooking the amphitheater, suitable for meetings, catering preparations, and artist dressing rooms.
- A 2.7-mile paved trail system popular for walking and biking, offering scenic views.
- A nine-hole disc golf course.
- Dedicated playground and picnic areas.
- An interactive water feature and show fountain that provides daytime recreation and transforms into an illuminated display at night.
- A 10-acre open festival site ideal for large-scale gatherings.
- Multiple accessible restrooms.

The venue is well-known for hosting a range of events, from major concerts by artists like Cody Johnson and Koe Wetzel, to popular community events such as the Starlight Music Series (free, family-friendly concerts) and the annual "I Heart America" Celebration (featuring live music and fireworks).

3. Scope of Work

The selected promoter will be responsible for the comprehensive programming and management of live entertainment events at the Wolf Pen Creek Amphitheater. This includes, but is not limited to, the following:

3.1 Event Programming and Management

- **Event Curation:** Identify, book, and schedule a diverse range of live entertainment acts, including concerts (all genres), comedy shows, theatrical performances, and other cultural events, suitable for a broad audience.
- **Minimum Event Quota:** The promoter shall commit to producing a minimum of **[Insert Number, e.g., 6-10]** ticketed live entertainment events per calendar year, with flexibility for additional community-focused or non-ticketed events as mutually agreed upon with the City.
- **Production:** Manage all aspects of event production, including stage setup, sound, lighting, backline, and technical requirements.
- **Staffing:** Provide all necessary event staff, including production managers, stagehands, security personnel, ushers, and medical staff.
- **Ticketing:** Manage all ticketing operations, including sales, distribution, and reconciliation.
- **Vendor Management:** Coordinate with and manage third-party vendors for concessions, merchandise, and other event-related services.
- **Logistics:** Handle all logistical aspects, including artist hospitality, transportation, and accommodation.

3.2 Marketing and Promotion

- Develop and execute comprehensive marketing and promotional campaigns for all events, utilizing various channels (digital, print, radio, social media, etc.) to maximize attendance.
- Collaborate with the City of College Station on co-promotional opportunities.

3.3 Financial Obligations and Revenue Sharing

- **Annual Fee:** The promoter shall propose an annual fee to be paid to the City of College Station for the exclusive rights to program the amphitheater. This fee should be clearly outlined in the financial proposal.

- **Revenue Share:** The promoter shall propose a revenue-sharing model with the City for ticket sales, concessions, merchandise, and other revenue streams generated from events.
- **Investment in Improvements:** A significant component of this RFP is the promoter's commitment to capital improvements, as detailed in Section 4.

3.4 Operational Compliance

- Obtain all necessary permits and licenses for events.
- Adhere to all local, state, and federal regulations, including noise ordinances, safety codes, and accessibility standards.
- Maintain appropriate insurance coverage.
- Work collaboratively with City staff on scheduling, site usage, and community relations.

4. Proposed Venue Improvements

A key aspect of this partnership is the promoter's commitment to making significant capital improvements to the Wolf Pen Creek Amphitheater to enhance the patron experience and increase the venue's capacity and appeal. Proposals must include detailed plans and timelines for the following:

4.1 Mandatory Improvements

- **Permanent Seating:** Installation of permanent, fixed seating in a designated area of the amphitheater, with a proposed capacity increase to be specified by the promoter. This should include accessible seating options.
- **Shade Structures:** Design and installation of permanent shade structures over a significant portion of the audience area to provide comfort during daytime and early evening events, especially during warmer months.

4.2 Optional/Additional Improvements (Encouraged)

Promoters are encouraged to propose additional improvements that would further enhance the venue, such as:

- Enhanced sound and lighting systems.
- Upgraded restroom facilities.
- Improved concession areas and food truck hookups.

- Expanded backstage amenities for artists.
- Landscaping and aesthetic enhancements.
- Improved parking and pedestrian access.

Proposals should include a detailed budget and timeline for all proposed improvements, demonstrating financial capacity and a clear plan for execution.

4.3 City Financial Support for Improvements

Proposals shall clearly indicate any financial support being sought from the City for the construction of mandatory or optional improvements.

5. Proposal Requirements

Interested promoters must submit a comprehensive proposal addressing the following sections:

- **Executive Summary:** A brief overview of your proposal.
- **Company Profile:** Background, experience, and qualifications of your company, including a portfolio of past events and venues managed.
- **Programming Vision:** Your artistic vision for the Wolf Pen Creek Amphitheater, including proposed genres, target audiences, and potential artist relationships.
- **Event Management Plan:** Detailed plan for event production, staffing, security, and operations.
- **Marketing and Promotion Strategy:** Comprehensive plan for promoting events.
- **Financial Proposal:**
 - Proposed annual fee to the City.
 - Requested financial support for improvements.
 - Detailed revenue-sharing model.
 - Projected financial performance for the first three to five years, including economic impact.
- **Venue Improvement Plan:** Detailed plans, designs, budget, and timeline for all proposed mandatory and optional improvements.
- **Term of the Agreement:** State your proposed duration for the agreement.

- **References:** At least three professional references from venues or clients.

6. Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- **## Points - Promoter Experience and Qualifications:** Demonstrated track record in successful live entertainment promotion and venue management.
- **## Points - Marketing and Operational Plan:** Soundness and effectiveness of proposed strategies.
- **## Points - Financial Offer:** Competitiveness of the annual fee and revenue-sharing model, and financial viability of the proposal.
- **## Points - Venue Improvement Plan:** Feasibility, impact, and commitment to proposed capital improvements.
- **## Points - Programming Vision and Diversity:** Quality and diversity of proposed entertainment, alignment with community interests.

7. Timeline and Submission Details

- **RFP Release Date:** [Insert Date]
- **Deadline for Questions:** [Insert Date]
- **Proposals Due Date:** [Insert Date]
- **Anticipated Selection Date:** [Insert Date]
- **Submission:** Proposals must be submitted electronically through the Brazos Valley e-Marketplace <https://brazosbid.ionwave.net/>

8. Contact Information

For questions regarding this RFP, please contact:

[Insert Name] [Insert Title] City of College Station [Insert Email Address] [Insert Phone Number]

The City of College Station reserves the right to accept or reject any and all proposals, to waive informalities, and to negotiate with any qualified promoter.

October 23, 2025
Item No. 9.5.
VPAC Baseball Fields GMP No. 1 Infrastructure

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an amendment to the Construction Manager at Risk (CMAR) Contract with Crain Group, LLC accepting the CMAR's proposed Guaranteed Maximum Price (GMP No. 1) of up to \$4,805,696 for the Phase I Infrastructure of VPAC Baseball Fields plus the City's contingency in the amount of \$200,000 for a total appropriation of \$5,005,696.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s):

Summary: This project involves the design, and construction of three (3) new, fully synthetic baseball fields at Veterans Park, located at 3101 Harvey Road. All three fields will be at least 365' to center field, with the capability of playing different age groups on them. In addition, one of the three fields will be designed as a championship field. The championship field will have increased sitting, locker rooms, and more, that will set it apart from the other two fields.

The Construction Manager at Risk (CMAR) for pre-construction and construction phase services was solicited via Request for Proposal (RFP) on July 31, 2024. A total of five (5) RFPs were received for RFP 24-069. Of the five proposals received, two were invited for interviews. After evaluations and interviews, Crain Group, LLC was selected as the most qualified, best value to the city based on the published selection criteria.

Crain Group, LLC will provide pre-construction services (construction reviews, material coordination, cost estimating, etc.) during the design phase, in coordination with the design team. Crain Group, LLC, will also provide construction phase services. Construction will be bid out through the CMAR, following all applicable procurement laws, and presented to the City Council for approval as a Guaranteed Maximum Price (GMP) for each construction phase(s) of the project.

This amendment (GMP No. 1) to the current construction manager at risk contract with Crain Group LLC includes project general conditions, earthwork, storm water pollution plans, site clearing/grubbing, temporary drainage system, pre-cast reinforced box culverts, safety treatment end walls, grading of site to designed elevations, hydro-seeding at all disturbed areas, insurance, bonds, construction contingency, and CMAR fee.

Phase I will focus on site preparation for the installation of three new fully synthetic baseball fields at Veterans Park. This phase includes comprehensive drainage improvements and grading work to ensure proper field elevation, water runoff management, and long-term durability of the playing surfaces.

Phase 1 has two possible options for consideration:

- Tributary Work Only: \$3.66M

- This work could be completed regardless of the overall project moving forward to set the site up for future growth.
- Tributary Work + Mass Grading of the site: \$4.8M
 - This option provides the most value as combining mass grading with the tributary work saves approximately \$100k and 3-4 weeks of time to the schedule.
 - This work could be completed regardless of the overall project moving forward to set the site up for future growth.

Budget & Financial Summary: A budget of \$20,000,000 is available in the Parks Projects Fund. Prior to this item, a total of \$1,664,964 has been expended or encumbered to date. If this item and item 7.2 on this agenda are both approved, a balance of \$12,390,055 will remain for additional work.

Attachments:

1. 25300062_VPAC CMAR Amendment No.1 GMP 1 Option 1 - \$3.6M
2. 25300062_VPAC CMAR Amendment No.1 GMP 1 Option 2 - \$4.8M



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300062GMP1 PROJECT #: PK2502 BID/RFP/RFQ#: RFP 24-069

Project Name / Contract Description: Baseball Fields at Veterans Park
GMP No.1 Tributary Work

Name of Contractor: Crain Group, LLC

CONTRACT TOTAL VALUE: \$ 3,660,225 **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** Option 1

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

PK2505 / 41389971-6561

Cost of work \$3,660,225 / City Contingency \$200,000 / Total \$3,860,225

(If required)*
CRC Approval Date*: N/A **Council Approval Date*:** 10/23/25 **Agenda Item No*:**

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain 10/10/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

CITY SECRETARY (if applicable) DATE

**GUARANTEED MAXIMUM PRICE AMENDMENT NO. 1
TO THE STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONSTRUCTION MANAGER AT RISK**

This Guaranteed Maximum Price Amendment No. 1 to the Standard Form of Agreement Between City and Construction Manager At Risk (“Amendment No. 1” or “GMP No. 1”) is entered into by and between the City of College Station, Texas (“City” or “Owner”) and Crain Group, LLC (“Construction Manager”) for the construction of the following City Project: Baseball Fields at Veterans Park. This Amendment No. 1 amends the one certain Standard Form of Agreement Between the City and Construction Manager At Risk (the “Agreement”) entered into by and between the City of College Station, Texas and Construction Manager, dated October 25, 2024 (Contract No. 25300062), and further establishes the time for completion of the construction and a Guaranteed Maximum Price (“GMP”) for the construction of the: Phase I Infrastructure and Tributary Work, and time for completion of construction as set forth below:

RECITALS

WHEREAS, City and Construction Manager entered into the Agreement dated as of October 25, 2024, for the construction of the City’s Baseball Fields at Veterans Park Project; and

WHEREAS, unless clearly provided otherwise herein, all terms, conditions, and phrases used herein shall have the same meaning as the terms, conditions, and phrases used in the Agreement, as amended; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement contemplates the delivery of a Construction Manager’s GMP Proposal or Proposals if the Project is split up into multiple GMP phases to City; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement requires that said proposal contain certain representations and documentation; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement provides that in the event City timely accepts the Construction Manager’s GMP Proposal, this GMP Amendment shall be executed; and

WHEREAS, the Construction Manager has delivered a Construction Manager’s GMP Proposal to City; and

WHEREAS, City desires to accept the Construction Manager’s GMP Proposal, subject to any amendments or revisions as set forth above and herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Construction Manager agree to modify and amend the Agreement as follows:

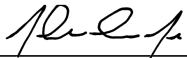
1. **Agreement Modified**. The Construction Manager acknowledges that this Amendment No. 1 does modify the original Project scope, budget, and time for completion set forth in the Agreement.
2. **Amendment is Cumulative**. The Construction Manager acknowledges that this Amendment No. 1 is cumulative and includes the costs for the payment bond, performance bond, insurance, general and administrative costs.
3. **GMP Proposal and Bonds**. City hereby accepts the Construction Manager’s detailed GMP Proposal GMP Amendment No. 1 submitted by Construction Manager, dated October 7, 2025, a true and complete

copy of which, including the required Payment and Performance Bonds, are both attached hereto and incorporated herein by reference, marked as Exhibit “A” and Exhibit “B”.

4. **CMAR General Conditions for GMP No. 1.** The Construction Manager’s General Conditions for GMP No. 1 is: **Two Hundred One Thousand Seven Hundred Forty Dollars (\$201,740.00).**
5. **Cost of Work and Contingency for GMP No. 1.** Construction Manager’s GMP for the Cost of the Work and Contingency for this GMP No. 1 is: **Three Million Three Hundred Sixty Nine Thousand Two Hundred Twelve Dollars (\$3,369,212.00).** subject to additions and deductions by Change Order as provided in the Contract Documents as agreed by City and Construction Manager. GMP No. 1 is an amount that the Cost of the Work shall not exceed and is based on and detailed in the attached Exhibit “A”.
6. **CMAR Fee for GMP No. 1.** The Construction Manager’s Fee for the Construction of the Work in GMP No. 1 is hereby established in the sum of **Eighty-Nine Thousand Two Hundred Seventy-Four Dollars (\$89,274.00).** based on the product of **2.5%** multiplied by the Cost of the Work (including Contingency), and said sum is included within the above stated GMP No. 1.
7. **Total GMP No. 1 Amount.** The total amount for GMP No. 1 is: **Three Million Six Hundred Sixty Thousand Two Hundred Twenty-Five Dollars (\$3,660,225.00).**
8. **All Costs Included in CMAR Fee.** All costs and expenses for those General Conditions, identified by Construction Manager in its response to the RFP, as well as all overhead expenses and Cost of the Work for the construction are included in the above GMP totals. Construction Manager acknowledges and agrees that City shall have no liability for any General Condition expenses beyond payment of the above noted amount, and Construction Manager agrees that it shall not be entitled to receive any additional compensation from City for the General Conditions beyond this amount unless expressly adjusted by a Change Order authorized in writing by the City.
9. **City Contingency.** City has established a City’s Contingency fund for GMP No. 1 in the sum of **Two Hundred Thousand Dollars (\$200,000.00)** for this Project. Construction Manager has no right or entitlement to the City’s Contingency fund and use of such funds are subject to the prior written approval and issuance of a Change Order by City. Should any contingency funds be required for use on the Project, the parties must enter into a written Change Order allocating that portion of the contingency to the Project for specific identified items. Failure to obtain a fully executed Change Order allocating contingency shall waive any rights Construction Manager may have to said funds. Should Construction Manager perform work for which it seeks funds in excess of the GMP but within the City’s identified Project contingency, then Construction Manager does so at its own risk of cost and the GMP shall not be adjusted upwards.
10. **Substantial Completion of Phase I Infrastructure and Tributary Work.** Pursuant to the terms of the Agreement, the Project will be substantially complete within **One Hundred Twenty (120) calendar days** from the date that Written Notice to Proceed is issued for GMP No. 1, as defined in Section 2.15 of the Agreement.
11. **Agreement Terms and Conflict.** Except as modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, as amended, City and Construction Manager agree that the terms of this Amendment shall take precedence.

IN WITNESS WHEREOF, the parties have executed this Amendment to be effective as of the last date making it fully executed.

CRAIN GROUP, LLC

By: 
Printed Name: John Green
Title: Chief Operating Officer
Date: 10/10/2025

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

City Attorney
Date: _____

Assistant City Manager/CFO
Date: _____

List of Exhibits:

- Exhibit “A” – GMP No. 1 – Construction Manager’s GMP No. 1 Proposal w/Attachments
- Exhibit “B” – GMP No. 1 – Payment and Performance Bonds for GMP No. 1

Exhibit “A”
Construction Manager’s GMP No. 1 Proposal w/Attachments



October 7, 2025

Via email
rwarncke@cstx.gov

Mr. Rusty Warncke
Project Manager II, Capital Projects
City of College Station
PO Box 9960
College Station, TX 77842

Re: Contract #25300062 CMAR Contract for Baseball Fields at Veterans Park; Guaranteed Maximum Price Proposal – Phase I Infrastructure

Mr. Warncke:

Pursuant to section 23.03 of the Contract for the above captioned project we are pleased to present this Guaranteed Maximum Price Proposal for review and approval. This project provides us with an outstanding opportunity to demonstrate the strength of our experience and resources in constructing sports complex facilities, more specifically, the Phase I Infrastructure work for the pre-existing tributary that is vital to the timely completion of the overall project. We look forward to the continued success of this project and strengthening our partnership with the City of College Station.

1. Guaranteed Maximum Price (“GMP”)

After careful review and coordination of the design intent and published documents with the City’s staff and design consultants, Crain Group, through public solicitation, received competitive subcontractor and material supplier proposals for the work indicated in the construction documents. We then reviewed and tabulated each proposal to derive the GMP Proposal as further described. As such, we hereby propose our construction services to not exceed **Three Million Six Hundred Sixty Thousand Two Hundred Twenty-Five Dollars (\$3,660,225)**. Our services include Project General Conditions, Field Engineering/Layout, Earthwork, Storm Water Pollution Prevention Plan, Site Clearing/Grubbing, Trench Safety, Temporary Drainage System Allowance, Mat Rental, Temporary Fencing, Pre-Cast Reinforced Box Culverts, Safety Treatment Endwalls, Rough Grade Site, Insurance, Performance and Payment Bonds, Construction Contingency, and CMAR Fee. A detailed estimate is attached hereto.

2. Drawings and Specifications

The GMP and Contract Time are based on the Contract Documents and the following drawings, including Addendum #1 dated 9.22.25, and responses to Questions & Answers dated 10.01.25. Specifications are contained within the drawings.

Number	Title	Date
C-01	Cover Sheet	9.22.25
C-02	General Notes	9.18.25
C-03	City Site Plan	9.22.25
C-04	Demolition Plan	9.18.25
C-05	Erosion Control Plan	9.18.25
C-06	Grading Plan (1 of 4)	9.18.25
C-07	Grading Plan (2 of 4)	9.18.25
C-08	Grading Plan (3 of 4)	9.18.25
C-09	Grading Plan (4 of 4)	9.18.25
C-10	Pre-Project Drainage Map	9.18.25
C-11	Post-Project Drainage Map	9.18.25



C-12	Storm Drain Plan & Profile – Culvert -1	9.22.25
C-13	Storm Drain Plan & Profile – SD-A & SD-B	9.22.25
C-14	Waterline Plan & Profile	9.18.25
C-15	Erosion Control Details (Sheet 1 of 2)	9.18.25
C-16	Erosion Control Details (Sheet 2 of 2)	9.18.25
C-17	Storm Details (Sheet 1 of 3)	9.22.25
C-18	Storm Details (Sheet 2 of 3)	9.22.25
C-19	Storm Details (Sheet 3 of 3)	9.18.25
C-20	Utility Details (Sheet 1 of 2)	9.18.25
C-21	Utility Details (Sheet 1 of 2)	9.18.25

3. Allowances

Allowances included in the GMP are as follows:

Item	Price
Temporary Drainage / Dewatering Allowance	\$75,000
Construction Contingency	\$201,589

4. Clarifications and Assumptions

The following assumptions and clarifications form the basis of the GMP are as follows:

1. Proposal only considers clearing/grubbing as required at tributary work with Earthwork to include backfill of rigid concrete boxes per drawings and specifications and graded to drain. Site grading and cut/fill included in the Drawings and Specifications is considered to be included in the Phase II scope.
2. Proposal does not include hydro mulching/hydroseeding.
3. Proposal only considers temporary construction fencing and erosion control fencing around tributary work and not enclosing the entire site.

5. Itemized Statement of the GMP

Attached is an itemized statement of the GMP organized by trade categories, including allowances, alternates, the CMAR contingency, the CMAR Fee, and all other items that comprise the GMP as defined in Section 27 of the Contract.

6. Date of Substantial Completion

Pursuant to the receipt of the construction documents on 9.18.25, anticipated City Council approval of the GMP on 10.23.25, and receipt of the permit in advance of commencement, the Date of Commencement is considered to be no later than 10.27.25 with a Date of Substantial Completion of 2.24.26.

Should the Date of Commencement not occur as indicated, Substantial Completion will be 120 days after the actual Date of Commencement. Attached is a detailed project schedule.

7. Exclusions

Exclusions upon which the GMP is based are as follows:

Not Applicable



We sincerely appreciate the opportunity to continue serving the City of College Station on this important project. Crain Group is prepared to mobilize and commence construction activities immediately upon authorization. We are committed to delivering this project with the quality, efficiency, and professionalism you expect and deserve.

If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

John Green
Chief Operating Officer

Attachment:

10.07.25 – Phase I Tributary GMP Estimate

10.07.25 – Phase I Tributary Construction Schedule

Cc: Ms. Jennifer Cain – City of College Station

Mr. Brad Crain – Crain Group

Mr. Tad Bourgeois – Crain Group

Mr. Jake Crain - Crain Group



CSTAT VETERANS PARK GMP ESTIMATE - TRIBUTARY

10/7/2025

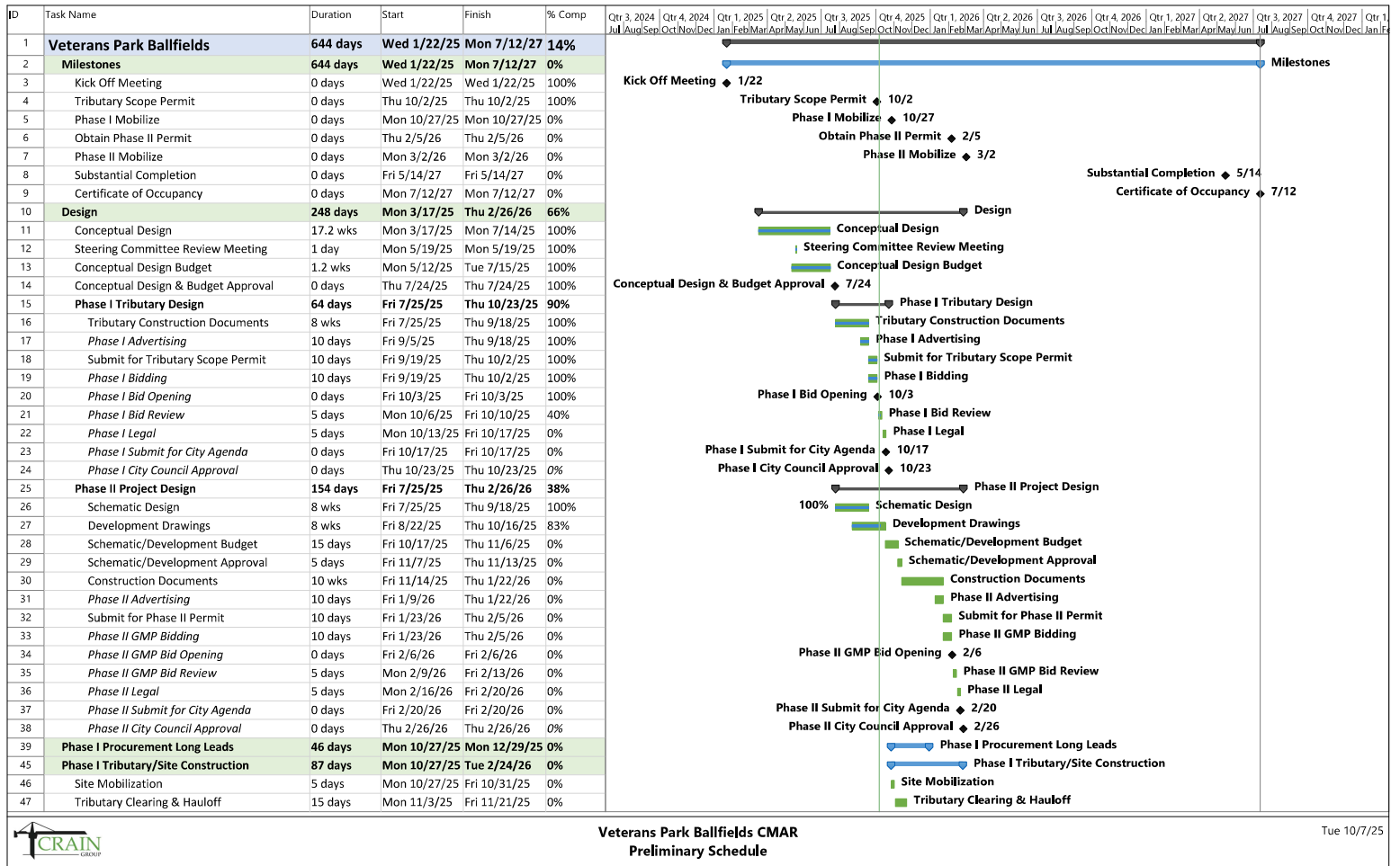
PROJECT:

College Station Veterans Park - Tributary (Phase 1)
3101 Harvey Road
College Station, TX 77845

DESCRIPTION	QTY	UNIT	RATE	ITEM TOTAL	DIVISION TOTAL
General Conditions -Tributary					201,740
Onsite Project Management					
Project Executive	4	mos	2,500	10,000	
Project Manager	4	mos	6,250	25,000	
Project Superintendent	4	mos	10,500	42,000	
Asst. Superintendent	4	mos	3,900	15,600	
Project Engineer	4	mos	1,953	7,812	
Project Support Staff	4	mos	1,692	6,768	
Temporary Project Construction & Utilities for CM Staff					
Construction Dumpster	4	mos	1,150	4,600	
Monthly Phone Service	4	mos	250	1,000	
Project Water & Utilities	4	mos	350	1,400	
Temporary Toilet	4	mos	400	1,600	
Temporary Fire Protection	0	mos	45	0	
Ceremonies	0	ls	1,000	0	
Field Offices & Office Supplies					
Job Photos and Videos	4	mos	50	200	
CM Project Specific Signage	0	mos	1,000	0	
Postage and Deliveries	4	mos	50	200	
Mobilization for Office Trailers	1	mos	2,500	2,500	
Monthly Office Rental Costs	4	mos	1,500	6,000	
Storage Trailers	4	mos	225	900	
Field Office Equipment	4	mos	420	1,680	
Vehicles	4	mos	2,000	8,000	
Safety Equipment	4	mos	420	1,680	
First Aid Supplies	4	mos	85	340	
Job Office Supplies	4	mos	50	200	
Janitorial Supplies	4	mos	25	100	
Field Office Furniture	4	mos	240	960	
Copy Machine and Supplies	4	mos	125	500	
Bonds and Insurance					
GL,Auto,WC & Builders Risk - Tributary	1	ls	22,950	22,950	
Payment & Performance Bonds - Tributary	1	ls	39,750	39,750	
Site Work - Tributary					3,167,623
Field Engineering/Layout	1	ls	10,000	10,000	
Construction (Temporary) Fencing	1	ls	30,000	30,000	
Trench Safety	1	ls	20,000	20,000	
Mat Rental	3	mo	5,000	15,000	
Temporary Drainage / Dewatering Allowance	1	ls	75,000	75,000	
Concrete & Concrete Accessories	1	ls	30,000	30,000	
Concrete Truck Washout	1	ls	3,000	3,000	
<u>SWPPP</u>	1	ls	41,582	41,582	
<u>Demolition</u>	1	ls	13,500	13,500	
Demo - Fence Removal (Chainlink & Ornamental)					incl
Demo - Existing Concrete Headwall					incl

<u>Earthwork</u>	1	Is	113,881	113,881
Site Clearing & Grubbing				incl
Excavate & Stockpile / Spead out on site				incl
Proofroll & Compact Site				incl
Backfill & Finish Grade				incl
Stabilization at Tributary Flow Line	1	Is	40,000	40,000
<u>Storm Sewer</u>	1	Is	2,674,887	2,674,887
RC Box Culvert (precast) installation (3ea - 7'W x 4'H x 780'L) (2,340lf)				incl
CIP Headwall				incl
18" Common Stone Rip Rap (ungROUTed) (513 sy)				incl
Railing at Culvert Entrance	1	Is	0	0
<u>Water Lines</u>	1	Is	100,773	100,773
WL-A (8" C900 PVC - 16" steel encased)				incl
WL-B (8" DI Pipe)				incl
Lower Water Main (18" DI Pipe)				incl

Subtotal	\$3,369,362	\$3,369,362
Allowances and Contingencies		\$201,589
Contingency	\$201,589	
CMAR Fee	2.5%	\$89,274
GRAND TOTAL		\$3,660,225



ID	Task Name	Duration	Start	Finish	% Comp
48	Tributary Excavation	25 days	Mon 11/24/25	Fri 12/26/25	0%
49	Install Box Culverts	30 days	Tue 12/30/25	Mon 2/9/26	0%
50	Backfill and Rough Grading	11 days	Tue 2/10/26	Tue 2/24/26	0%
51	Phase II Procurement Long Leads	130 days	Thu 2/26/26	Wed 8/26/26	0%
65	Phase II Construction	315 days	Mon 3/2/26	Fri 5/14/27	0%
66	Sitework	288 days	Mon 3/2/26	Wed 4/7/27	0%
67	Phase II Mobilize	5 days	Mon 3/2/26	Fri 3/6/26	0%
68	Grade Site	15 days	Mon 3/9/26	Fri 3/27/26	0%
69	Lime Stabilize Paving	20 days	Mon 3/9/26	Fri 4/3/26	0%
70	Install Site Electrical	40 days	Mon 3/30/26	Fri 5/22/26	0%
71	Install Turf Drainage	45 days	Mon 4/27/26	Fri 6/26/26	0%
72	Install Paving	25 days	Mon 5/25/26	Fri 6/26/26	0%
73	Install Turf Underlayment	35 days	Mon 6/29/26	Fri 8/14/26	0%
74	Install Turf	20 days	Thu 8/27/26	Wed 9/23/26	0%
75	Final Site Grading	30 days	Thu 9/24/26	Wed 11/4/26	0%
76	Install Field Lights	40 days	Thu 9/24/26	Wed 11/18/26	0%
77	Install Sidewalks/Flatwork	20 days	Thu 11/5/26	Wed 12/2/26	0%
78	Install Site Fencing	40 days	Thu 12/3/26	Wed 1/27/27	0%
79	Install Ball Field Fencing	30 days	Thu 12/17/26	Wed 1/27/27	0%
80	Install Ball Field Equipment	20 days	Thu 1/28/27	Wed 2/24/27	0%
81	Install Wayfinding / Signage	20 days	Thu 1/28/27	Wed 2/24/27	0%
82	Install Landscape and Irrigation	30 days	Thu 2/25/27	Wed 4/7/27	0%
83	Building Superstructure	295 days	Mon 3/30/26	Fri 5/14/27	0%
84	Construct Building Pads	20 days	Mon 3/30/26	Fri 4/24/26	0%
85	Install Drilled Piers	15 days	Mon 4/27/26	Fri 5/15/26	0%
86	Install In-Slab Utilities	20 days	Mon 5/18/26	Fri 6/12/26	0%
87	Form/Place Slab on Grade	20 days	Mon 6/15/26	Fri 7/10/26	0%
88	Feature Field Stadium Structure	60 days	Mon 7/13/26	Fri 10/2/26	0%
89	Erect Structure	30 days	Mon 9/7/26	Fri 10/16/26	0%
90	Masonry	45 days	Mon 10/5/26	Fri 12/4/26	0%
91	Install Turf/Netting @ Batting Cages	20 days	Mon 10/19/26	Fri 11/13/26	0%
92	Interior MEP	20 days	Mon 12/7/26	Fri 1/1/27	0%
93	Prime & Paint	20 days	Mon 1/4/27	Fri 1/29/27	0%
94	Install Flooring	20 days	Mon 2/1/27	Fri 2/26/27	0%
95	Install Doors and Hardware	10 days	Mon 3/1/27	Fri 3/12/27	0%
96	Install Millwork & Countertops	15 days	Mon 3/1/27	Fri 3/19/27	0%
97	Install Kitchen Equipment	20 days	Mon 3/1/27	Fri 3/26/27	0%
98	MEP Trim-Out	20 days	Mon 3/22/27	Fri 4/16/27	0%
99	Install Owner FF&E	20 days	Mon 3/29/27	Fri 4/23/27	0%
100	Final Clean	10 days	Mon 4/26/27	Fri 5/7/27	0%
101	Final Inspections	5 days	Mon 5/10/27	Fri 5/14/27	0%

Exhibit “B”
Payment and Performance Bonds for GMP No. 1

EXHIBIT B**PERFORMANCE AND PAYMENT BONDS****Pursuant to Tex. Gov't Code Sec. 2269.258:**

(a) No Bid Bond Provided – If the GMP has not yet been determined and the CMAR did not provide an acceptable bid bond, the CMAR shall provide at contract award either **(1)** Payment and Performance Bonds in an amount equal to the total Construction Budget contained in the RFP or **(2)** the CMAR shall provide another financial security acceptable to the City ensuring that CMAR will furnish the required performance and payment bonds when a GMP is established. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

(b) Bid Bond Provided – If the GMP has not yet been determined and the CMAR has provided an acceptable bid bond, the CMAR shall provide Payment and Performance Bonds upon the City's acceptance and approval of the Guaranteed Maximum Price. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

Project No. PK2502**PERFORMANCE BOND****THE STATE OF TEXAS**

§

KNOW ALL MEN BY THESE PRESENTS:**THE COUNTY OF BRAZOS**

§

§

THAT WE, Crain Group, L.L.C., as Principal, hereinafter called "Contractor" and the other subscriber hereto Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut, licensed to do business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, Texas ("City"), a municipal corporation, in the sum of Four Million Eight Hundred Five Thousand Six Hundred Ninety-Six and 00/100 Dollars (\$ 4,805,696.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally pursuant to the obligations and payment of this Performance Bond ("Bond") as follows:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed an Agreement (as used herein including the Agreement Documents) in writing with the City of College Station for the following City Project ("Project"):

CMAR Contract for Baseball Fields at Veterans Park - Phase I Infrastructure, with all of the work ("Work") for the Project to be done as set out in full in said Agreement therein referred to and adopted by the City Council of the City of College Station, Texas, all of which

documents, as amended, are incorporated by reference for all purposes and made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the Contractor shall faithfully and strictly perform Agreement in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Agreement Documents described therein, and shall comply strictly with each and every provision of the Agreement, as amended, including all warranties and indemnities therein, and with this Bond, then this Bond obligation shall become null and void and shall have no further force and effect; otherwise this Bond obligation is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatsoever in securing compliance on the part of the Contractor with the terms of the Agreement, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Agreement in the underwriting of this Performance Bond, the Surety hereby waives any notice to the Surety of any default or delay by the Contractor in the performance of the Agreement, and also agrees that the Surety shall be bound to take notice of and shall be held to have knowledge of all conduct, acts, or omissions of the Contractor in all matters pertaining to the Agreement and Project. The Surety understands and agrees that the provision in the Agreement that the City shall retain certain amounts due the Contractor until the expiration of a specified time from the acceptance of the Work of the Project is intended for the City's benefit, and the City shall have the right to pay or withhold such retained amounts or any other amount owing under the Agreement without changing or affecting the liability of the Surety under this Bond in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement, the Agreement Documents, and in the Work of the Project to be done thereunder, as provided in the Agreement, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work of the Project to be done thereunder; and that such changes, if made, shall not in any way vitiate, terminate, or diminish the (1) Surety's obligations in this Bond and undertaking, or (2) release the Surety therefrom. Surety, for value received, hereby stipulates, acknowledges, and agrees that any change in Agreement Time or Agreement Sum shall not in any way affect its obligations and duties to the City as the Surety under this bond, and Surety does hereby waive notice of any such change in the Agreement Time or Agreement Sum.

It is further expressly agreed and understood that by the parties to this Bond that the Contractor and Surety will fully indemnify, defend, and hold harmless the City from any liability, claim, cause of action, judgment, loss, cost, expense, or damage arising out of or in connection with the Work for the Project done or to be done by the Contractor under the Agreement. In the event that the City shall bring any lawsuit or other proceeding at law or equity regarding or related to the Agreement or this Bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees, costs, and expenses incurred by the City in connection with such lawsuit or other proceeding.

The parties to this instrument expressly agree to and acknowledge the following: (1) this Bond and all obligations of the Surety and Contractor created hereunder are expressly performable in Brazos County, Texas; (2) this Bond shall be governed and interpreted pursuant to the laws of

the State of Texas; (3) venue in any lawsuit or legal proceeding regarding or relating to this Bond shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for said county; (4) this Bond is given in compliance with the applicable provisions of Chapters 2253, 2254, and 2269 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statutes.

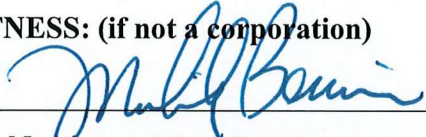
Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (1) by hand or courier delivery (no e-mails or facsimile submissions of notice are allowed), or (2) by United State Postal Service mail (being certified mail, return receipt required), said notice being addressed to the respective other party at the address described below in this Bond, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of the Surety agent "Power of Attorney" also must be attached to this Bond instrument.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached a current Power of Attorney as required by this Bond.

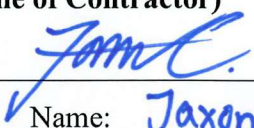
CONTRACTOR EXECUTION:

ATTEST, SEAL OF CONTRACTOR: (if a corporation)

WITNESS: (if not a corporation)

By: 
Name: Michele Bonnin
Title: Witness
Date: October 8, 2025

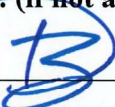
Crain Group, L.L.C.
(Name of Contractor)

By: 
Name: Jaxon Crain
Title: Vice President
Date: October 8, 2025
Address of Contractor: _____
3801 Knapp Road, Pearland, TX 77581

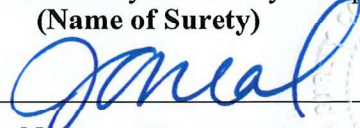
SURETY EXECUTION:

ATTEST, SEAL OF SURETY: (if a corporation)

WITNESS: (if not a corporation)

By: 
Name: Debbie Bledsoe
Title: Witness
Date: October 8, 2025

Travelers Casualty and Surety Company of America
(Name of Surety)

By: 
Name: Jillian O'Neal
Title: Attorney-in-Fact
Date: October 8, 2025
Address of Surety: _____
One Tower Square, Hartford, CT 06183

**ACCEPTANCE BY CITY:
REVIEWED:**

City Attorney's Office
Date: _____

**THE FOREGOING PERFORMANCE
BOND IS ACCEPTED ON BEHALF OF
THE CITY OF COLLEGE STATION,
TEXAS:**

City Manager
Date: _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JILLIAN O'NEAL** of **THE WOODLANDS**, Texas, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

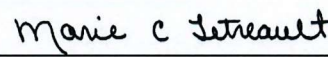
By: 
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

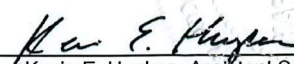
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **8th** day of **October**, 2025




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty and Surety Company of America, for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street, 29th Floor, West Tower
Philadelphia, PA 19102
(267) 675-3057 / (267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

Pursuant to Tex. Gov't Code Sec. 2269.258:

(a) No Bid Bond Provided – If the GMP has not yet been determined and the CMAR did not provide an acceptable bid bond, the CMAR shall provide at contract award either **(1)** Payment and Performance Bonds in an amount equal to the total Construction Budget contained in the RFP or **(2)** the CMAR shall provide another financial security acceptable to the City ensuring that CMAR will furnish the required performance and payment bonds when a GMP is established. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

(b) Bid Bond Provided – If the GMP has not yet been determined and the CMAR has provided an acceptable bid bond, the CMAR shall provide Payment and Performance Bonds upon the City's acceptance and approval of the Guaranteed Maximum Price. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

Project No. PK2502

TEXAS STATUTORY PAYMENT BOND

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, Crain Group, L.L.C., as Principal, hereinafter called "Principal" and the other subscriber hereto Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut, licensed to do business in the State of Texas and admitted to write bonds, as Surety, hereinafter called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, Texas ("City"), a municipal corporation, in the sum of Four Million Eight Hundred Five Thousand Six Hundred Ninety-Six and 00/100 Dollars (\$ 4,805,696.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, pursuant to the obligations and payment of this Texas Statutory Payment Bond ("Bond") as follows:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain Agreement ("Agreement" including the Agreement Documents, as amended) in writing with the City of College Station for the following City Project ("Project") dated the 17th day of October, 2024 : CMAR Contract for Baseball Fields at Veterans Park - Phase I Infrastructure, with all of the work ("Work") for the Project to be done as set out in full in said Agreement, as amended, therein referred to and adopted by the City Council of the City of College Station, Texas, all of which documents are incorporated by reference for all purposes and made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, the condition of this Bond obligation is such that if Principal shall pay all claimants supplying labor, equipment, and/or material to Principal for the Project, or to a subcontractor for the Project, regarding her performance and prosecution of the Work of the Project

provided for in the Agreement, as amended, then, this Bond obligation shall be null and void; otherwise this Bond obligation is to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapters 2253, 2254, and 2269 of the Texas Government Code and all liabilities on this Bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement, the Agreement Documents, and in the Work of the Project to be done thereunder, as provided in the Agreement, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work of the Project to be done thereunder; and that such changes, if made, shall not in any way vitiate, terminate, or diminish the (1) Surety's obligations in this Bond and undertaking, or (2) release the Surety therefrom.

It is further expressly agreed and understood that by the parties to this Bond that the Contractor and Surety will fully indemnify, defend, and hold harmless the City from any liability, claim, cause of action, judgment, loss, cost, expense, or damage arising out of or in connection with the Work for the Project done or to be done by the Contractor under the Agreement. In the event that the City shall bring any lawsuit or other proceeding at law or equity regarding or related to the Agreement or this Bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees, costs, and expenses incurred by the City in connection with such lawsuit or other proceeding.

The parties to this instrument expressly agree to and acknowledge the following: (1) this Bond and all obligations of the Surety and Contractor created hereunder are expressly performable in Brazos County, Texas; (2) this Bond shall be governed and interpreted pursuant to the laws of the State of Texas; (3) venue in any lawsuit or legal proceeding regarding or relating to this Bond shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for said county; (4) this Bond is given in compliance with the applicable provisions of Chapters 2253, 2254, and 2269 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statutes.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (1) by hand or courier delivery (no e-mails or facsimile submissions of notice are allowed), or (2) by United State Postal Service mail (being certified mail, return receipt required), said notice being addressed to the respective other party at the address described below in this Bond, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

Surety, for value received, hereby stipulates, acknowledges, and agrees that any change in Agreement Time or Agreement Sum shall not in any way affect its obligations and duties to the City as the Surety under this Bond, and Surety does hereby waive notice of any such change in the Agreement Time or Agreement Sum. A copy of the Surety agent "Power of Attorney" also must be attached to this Bond instrument.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached a current Power of Attorney as required by this Bond.

PRINCIPAL EXECUTION:

ATTEST, SEAL OF PRINCIPAL: (if a corporation)

WITNESS: (if not a corporation)

By: Michele Bonnin
Name: Michele Bonnin
Title: Witness
Date: October 8, 2025

Crain Group, L.L.C.
(Name of Principal)

By: Jaxon Crain
Name: Jaxon Crain
Title: Vice President
Date: October 8, 2025
Address of Principal: 3801 Knapp Road, Pearland, TX 77581

SURETY EXECUTION:

ATTEST, SEAL OF SURETY: (if a corporation)

WITNESS: (if not a corporation)

By: Debbie Bledsoe
Name: Debbie Bledsoe
Title: Witness
Date: October 8, 2025

Travelers Casualty and Surety Company of America
(Name of Surety)

By: Jillian O'Neal
Name: Jillian O'Neal
Title: Attorney-in-Fact
Date: October 8, 2025
Address of Surety: One Tower Square, Hartford, CT 06183

**ACCEPTANCE BY CITY:
REVIEWED:**

City Attorney's Office
Date: _____

**THE FOREGOING PERFORMANCE
BOND IS ACCEPTED ON BEHALF OF
THE CITY OF COLLEGE STATION,
TEXAS:**

City Manager
Date: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JILLIAN O'NEAL** of **THE WOODLANDS**, Texas, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

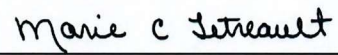
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

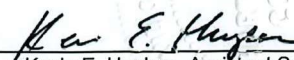
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **8th** day of **October**, 2025




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty and Surety Company of America, for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street, 29th Floor, West Tower
Philadelphia, PA 19102
(267) 675-3057 / (267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300062GMP1 PROJECT #: PK2502 BID/RFP/RFQ#: RFP 24-069

Project Name / Contract Description: Baseball Fields at Veterans Park
GMP No.1 Tributary Work

Name of Contractor: Crain Group, LLC

CONTRACT TOTAL VALUE: \$ 4,805,696 **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** Option 2

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

PK2505 / 41389971-6561

Cost of work \$4,805,696.00 / City Contingency \$200,000 / Total \$5,005,696.00

(If required)*
CRC Approval Date*: N/A **Council Approval Date*:** 10/23/25 **Agenda Item No*:**

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain 10/10/2025
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

ASST CITY MGR – CFO DATE

LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

CITY MANAGER DATE

N/A

MAYOR (if applicable) DATE

N/A

CITY SECRETARY (if applicable) DATE

9.12.23 UPDATED

**GUARANTEED MAXIMUM PRICE AMENDMENT NO. 1
TO THE STANDARD FORM OF AGREEMENT
BETWEEN CITY AND CONSTRUCTION MANAGER AT RISK**

This Guaranteed Maximum Price Amendment No. 1 to the Standard Form of Agreement Between City and Construction Manager At Risk (“Amendment No. 1” or “GMP No. 1”) is entered into by and between the City of College Station, Texas (“City” or “Owner”) and Crain Group, LLC (“Construction Manager”) for the construction of the following City Project: Baseball Fields at Veterans Park. This Amendment No. 1 amends the one certain Standard Form of Agreement Between the City and Construction Manager At Risk (the “Agreement”) entered into by and between the City of College Station, Texas and Construction Manager, dated October 25, 2024 (Contract No. 25300062), and further establishes the time for completion of the construction and a Guaranteed Maximum Price (“GMP”) for the construction of the: Phase I Infrastructure, Tributary Work, and Full Site Grading to Designed Elevations, and time for completion of construction as set forth below:

RECITALS

WHEREAS, City and Construction Manager entered into the Agreement dated as of October 25, 2024, for the construction of the City’s Baseball Fields at Veterans Park Project; and

WHEREAS, unless clearly provided otherwise herein, all terms, conditions, and phrases used herein shall have the same meaning as the terms, conditions, and phrases used in the Agreement, as amended; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement contemplates the delivery of a Construction Manager’s GMP Proposal or Proposals if the Project is split up into multiple GMP phases to City; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement requires that said proposal contain certain representations and documentation; and

WHEREAS, Sections 23.03 and 26.02 of the Agreement provides that in the event City timely accepts the Construction Manager’s GMP Proposal, this GMP Amendment shall be executed; and

WHEREAS, the Construction Manager has delivered a Construction Manager’s GMP Proposal to City; and

WHEREAS, City desires to accept the Construction Manager’s GMP Proposal, subject to any amendments or revisions as set forth above and herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Construction Manager agree to modify and amend the Agreement as follows:

1. **Agreement Modified**. The Construction Manager acknowledges that this Amendment No. 1 does modify the original Project scope, budget, and time for completion set forth in the Agreement.
2. **Amendment is Cumulative**. The Construction Manager acknowledges that this Amendment No. 1 is cumulative and includes the costs for the payment bond, performance bond, insurance, general and administrative costs.
3. **GMP Proposal and Bonds**. City hereby accepts the Construction Manager’s detailed GMP Proposal GMP Amendment No. 1 submitted by Construction Manager, dated October 8, 2025, a true and complete copy of

which, including the required Payment and Performance Bonds, are both attached hereto and incorporated herein by reference, marked as Exhibit “A” and Exhibit “B”.

4. **CMAR General Conditions for GMP No. 1.** The Construction Manager’s General Conditions for GMP No. 1 is: **Two Hundred Twelve Thousand Three Hundred Thirty Dollars (\$212,330.00).**
5. **Cost of Work and Contingency for GMP No. 1.** Construction Manager’s GMP for the Cost of the Work and Contingency for this GMP No. 1 is: **Four Million Four Hundred Seventy-Six Thousand One Hundred Fifty-Four Dollars (\$4,476,154.00).** subject to additions and deductions by Change Order as provided in the Contract Documents as agreed by City and Construction Manager. GMP No. 1 is an amount that the Cost of the Work shall not exceed and is based on and detailed in the attached Exhibit “A”.
6. **CMAR Fee for GMP No. 1.** The Construction Manager’s Fee for the Construction of the Work in GMP No. 1 is hereby established in the sum of **One Hundred Seventeen Thousand Two Hundred Twelve Dollars (\$117,212.00).** based on the product of 2.5% multiplied by the Cost of the Work (including Contingency), and said sum is included within the above stated GMP No. 1.
7. **Total GMP No. 1 Amount.** The total amount for GMP No. 1 is: **Four Million Eight Hundred Five Thousand Six Hundred Ninety-Six Dollars (\$4,805,696.00).**
8. **All Costs Included in CMAR Fee.** All costs and expenses for those General Conditions, identified by Construction Manager in its response to the RFP, as well as all overhead expenses and Cost of the Work for the construction are included in the above GMP totals. Construction Manager acknowledges and agrees that City shall have no liability for any General Condition expenses beyond payment of the above noted amount, and Construction Manager agrees that it shall not be entitled to receive any additional compensation from City for the General Conditions beyond this amount unless expressly adjusted by a Change Order authorized in writing by the City.
9. **City Contingency.** City has established a City’s Contingency fund for GMP No. 1 in the sum of **Two Hundred Thousand Dollars (\$200,000.00)** for this Project. Construction Manager has no right or entitlement to the City’s Contingency fund and use of such funds are subject to the prior written approval and issuance of a Change Order by City. Should any contingency funds be required for use on the Project, the parties must enter into a written Change Order allocating that portion of the contingency to the Project for specific identified items. Failure to obtain a fully executed Change Order allocating contingency shall waive any rights Construction Manager may have to said funds. Should Construction Manager perform work for which it seeks funds in excess of the GMP but within the City’s identified Project contingency, then Construction Manager does so at its own risk of cost and the GMP shall not be adjusted upwards.
10. **Substantial Completion of Phase I Infrastructure and Tributary Work.** Pursuant to the terms of the Agreement, the Project will be substantially complete within **One Hundred Twenty (120) calendar days** from the date that Written Notice to Proceed is issued for GMP No. 1, as defined in Section 2.15 of the Agreement.
11. **Agreement Terms and Conflict.** Except as modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, as amended, City and Construction Manager agree that the terms of this Amendment shall take precedence.

Exhibit “A”
Construction Manager’s GMP No. 1 Proposal w/Attachments



October 8, 2025

Via email
rwarncke@cstx.gov

Mr. Rusty Warncke
Project Manager II, Capital Projects
City of College Station
PO Box 9960
College Station, TX 77842

Re: Contract #25300062 CMAR Contract for Baseball Fields at Veterans Park; Guaranteed Maximum Price Proposal – Phase I Infrastructure

Mr. Warncke:

Pursuant to section 23.03 of the Contract for the above captioned project we are pleased to present this Guaranteed Maximum Price Proposal for review and approval. This project provides us with an outstanding opportunity to demonstrate the strength of our experience and resources in constructing sports complex facilities, more specifically, the Phase I Infrastructure work for the pre-existing tributary that is vital to the timely completion of the overall project. We look forward to the continued success of this project and strengthening our partnership with the City of College Station.

1. Guaranteed Maximum Price (“GMP”)

After careful review and coordination of the design intent and published documents with the City’s staff and design consultants, Crain Group, through public solicitation, received competitive subcontractor and material supplier proposals for the work indicated in the construction documents. We then reviewed and tabulated each proposal to derive the GMP Proposal as further described. As such, we hereby propose our construction services to not exceed **Four Million Eight Hundred Five Thousand Six Hundred Ninety-Six Dollars (\$4,805,696)**. Our services include Project General Conditions, Field Engineering/Layout, Earthwork, Storm Water Pollution Prevention Plan, Site Clearing/Grubbing, Trench Safety, Temporary Drainage System Allowance, Mat Rental, Temporary Fencing, Pre-Cast Reinforced Box Culverts, Safety Treatment Endwalls, Grading of Site to Designed Elevations with Common Fill, Hydromulch at all Disturbed Areas, Insurance, Performance and Payment Bonds, Construction Contingency, and CMAR Fee. A detailed estimate is attached hereto.

2. Drawings and Specifications

The GMP and Contract Time are based on the Contract Documents and the following drawings, including Addendum #1 dated 9.22.25, and responses to Questions & Answers dated 10.01.25. Specifications are contained within the drawings.

Number	Title	Date
C-01	Cover Sheet	9.22.25
C-02	General Notes	9.18.25
C-03	City Site Plan	9.22.25
C-04	Demolition Plan	9.18.25
C-05	Erosion Control Plan	9.18.25
C-06	Grading Plan (1 of 4)	9.18.25
C-07	Grading Plan (2 of 4)	9.18.25
C-08	Grading Plan (3 of 4)	9.18.25
C-09	Grading Plan (4 of 4)	9.18.25
C-10	Pre-Project Drainage Map	9.18.25



C-11	Post-Project Drainage Map	9.18.25
C-12	Storm Drain Plan & Profile – Culvert -1	9.22.25
C-13	Storm Drain Plan & Profile – SD-A & SD-B	9.22.25
C-14	Waterline Plan & Profile	9.18.25
C-15	Erosion Control Details (Sheet 1 of 2)	9.18.25
C-16	Erosion Control Details (Sheet 2 of 2)	9.18.25
C-17	Storm Details (Sheet 1 of 3)	9.22.25
C-18	Storm Details (Sheet 2 of 3)	9.22.25
C-19	Storm Details (Sheet 3 of 3)	9.18.25
C-20	Utility Details (Sheet 1 of 2)	9.18.25
C-21	Utility Details (Sheet 1 of 2)	9.18.25

3. Allowances

Allowances included in the GMP are as follows:

Item	Price
Temporary Drainage / Dewatering Allowance	\$75,000
Construction Contingency	\$200,000

4. Clarifications and Assumptions

The following assumptions and clarifications form the basis of the GMP are as follows:

1. Proposal considers backfill of rigid concrete boxes at tributary and import fill for site grading and elevation modifications to be common fill.

5. Itemized Statement of the GMP

Attached is an itemized statement of the GMP organized by trade categories, including allowances, alternates, the CMAR contingency, the CMAR Fee, and all other items that comprise the GMP as defined in Section 27 of the Contract.

6. Date of Substantial Completion

Pursuant to the receipt of the construction documents on 9.18.25, anticipated City Council approval of the GMP on 10.23.25, and receipt of the permit in advance of commencement, the Date of Commencement is considered to be no later than 10.27.25 with a Date of Substantial Completion of 2.24.26.

Should the Date of Commencement not occur as indicated, Substantial Completion will be 120 days after the actual Date of Commencement. Attached is a detailed project schedule.

7. Exclusions

Exclusions upon which the GMP is based are as follows:

Not Applicable



We sincerely appreciate the opportunity to continue serving the City of College Station on this important project. Crain Group is prepared to mobilize and commence construction activities immediately upon authorization. We are committed to delivering this project with the quality, efficiency, and professionalism you expect and deserve.

If you have any questions or require additional information, please do not hesitate to contact us.

Sincerely,

John Green
Chief Operating Officer

Attachment:

10.08.25 – Phase I Tributary GMP Estimate R1
10.07.25 – Phase I Tributary Construction Schedule

Cc: Ms. Jennifer Cain – City of College Station
Mr. Brad Crain – Crain Group
Mr. Tad Bourgeois – Crain Group
Mr. Jake Crain - Crain Group



CSTAT VETERANS PARK TRIBUTARY GMP ESTIMATE - R1

10/8/2025

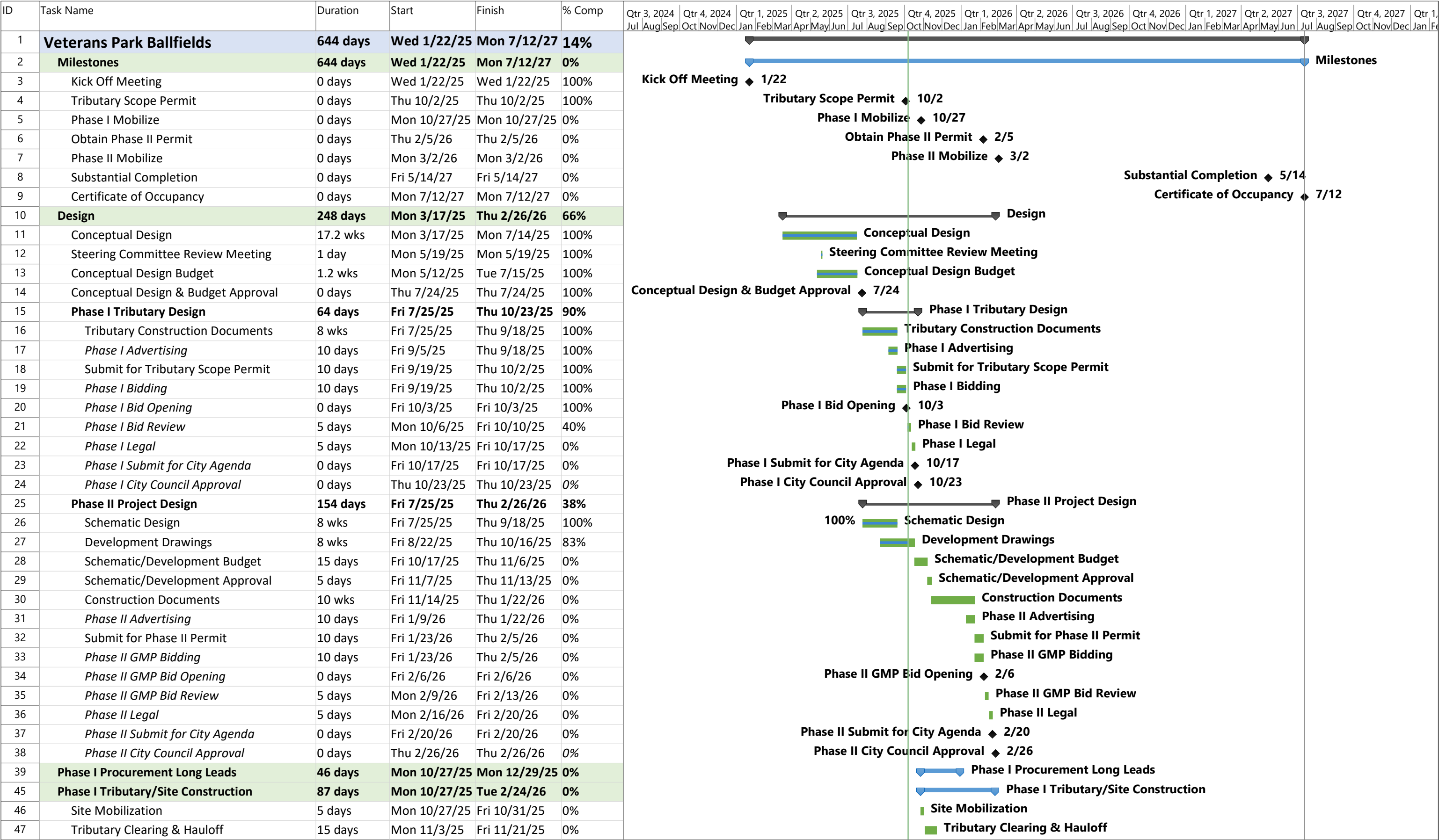
PROJECT:

College Station Veterans Park - Tributary (Phase 1)
3101 Harvey Road
College Station, TX 77845

DESCRIPTION	QTY	UNIT	RATE	ITEM TOTAL	DIVISION TOTAL
General Conditions - Tributary					212,330
Onsite Project Management					
Project Executive	4	mos	2,500	10,000	
Project Manager	4	mos	6,250	25,000	
Project Superintendent	4	mos	10,500	42,000	
Asst. Superintendent	4	mos	3,900	15,600	
Project Engineer	4	mos	1,953	7,812	
Project Support Staff	4	mos	1,692	6,768	
Temporary Project Construction & Utilities for CM Staff					
Construction Dumpster	4	mos	1,150	4,600	
Monthly Phone Service	4	mos	250	1,000	
Project Water & Utilities	4	mos	350	1,400	
Temporary Toilet	4	mos	400	1,600	
Temporary Fire Protection	0	mos	45	0	
Ceremonies	0	ls	1,000	0	
Field Offices & Office Supplies					
Job Photos and Videos	4	mos	50	200	
CM Project Specific Signage	0	mos	1,000	0	
Postage and Deliveries	4	mos	50	200	
Mobilization for Office Trailers	1	mos	2,500	2,500	
Monthly Office Rental Costs	4	mos	1,500	6,000	
Storage Trailers	4	mos	225	900	
Field Office Equipment	4	mos	420	1,680	
Vehicles	4	mos	2,000	8,000	
Safety Equipment	4	mos	420	1,680	
First Aid Supplies	4	mos	85	340	
Job Office Supplies	4	mos	50	200	
Janitorial Supplies	4	mos	25	100	
Field Office Furniture	4	mos	240	960	
Copy Machine and Supplies	4	mos	125	500	
Bonds and Insurance					
GL,Auto,WC & Builders Risk - Tributary	1	ls	27,540	27,540	
Payment & Performance Bonds - Tributary	1	ls	45,750	45,750	
Site Work - Tributary					4,276,154
Field Engineering/Layout	1	ls	10,000	10,000	
Construction (Temporary) Fencing	1	ls	60,000	60,000	
Trench Safety	1	ls	20,000	20,000	
Mat Rental	3	mo	5,000	15,000	
Temporary Drainage / Dewatering Allowance	1	ls	75,000	75,000	
Concrete & Concrete Accessories	1	ls	30,000	30,000	
Concrete Truck Washout	1	ls	3,000	3,000	
<u>SWPPP</u>	1	ls	117,600	117,600	
<u>Demolition</u>	1	ls	126,552	126,552	
Demo - Fence Removal (Chainlink & Ornamental)					incl
Demo - Existing Concrete Headwall					incl

<u>Earthwork</u>		1	ls	1,308,739	1,308,739
Site Clearing & Grubbing					incl
Excavate & Stockpile / Spead out on site					incl
Proofroll & Compact Site					incl
Backfill & Finish Grade					incl
Stabilization at Tributary Flow Line		1	ls	40,000	40,000
<u>Storm Sewer</u>		1	ls	2,402,313	2,402,313
RC Box Culvert (precast) installation (3ea - 7'W x 4'H x 780'L) (2,340lf)					incl
CIP Headwall					incl
18" Common Stone Rip Rap (ungrouted) (513 sy)					incl
Railing at Culvert Entrance		1	ls	0	0
<u>Water Lines</u>		1	ls	67,950	67,950
WL-A (8" C900 PVC - 16" steel encased)					incl
WL-B (8" DI Pipe)					incl
Lower Water Main (18" DI Pipe)					incl

Subtotal	\$4,488,484	\$4,488,484
Allowances and Contingencies		\$200,000
Contingency	\$200,000	
CMAR Fee	2.5%	\$117,212
GRAND TOTAL		\$4,805,696



Veterans Park Ballfields CMAR
Preliminary Schedule

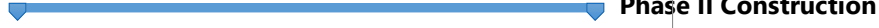
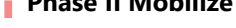
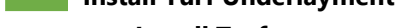
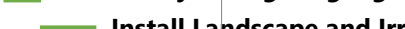
ID	Task Name	Duration	Start	Finish	% Comp	Qtr 3, 2024 Jul Aug Sep	Qtr 4, 2024 Oct Nov Dec	Qtr 1, 2025 Jan Feb Mar	Qtr 2, 2025 Apr May Jun	Qtr 3, 2025 Jul Aug Sep	Qtr 4, 2025 Oct Nov Dec	Qtr 1, 2026 Jan Feb Mar	Qtr 2, 2026 Apr May Jun	Qtr 3, 2026 Jul Aug Sep	Qtr 4, 2026 Oct Nov Dec	Qtr 1, 2027 Jan Feb Mar	Qtr 2, 2027 Apr May Jun	Qtr 3, 2027 Jul Aug Sep	Qtr 4, 2027 Oct Nov Dec	Qtr 1, Jan Feb
48	Tributary Excavation	25 days	Mon 11/24/25	Fri 12/26/25	0%															
49	Install Box Culverts	30 days	Tue 12/30/25	Mon 2/9/26	0%															
50	Backfill and Rough Grading	11 days	Tue 2/10/26	Tue 2/24/26	0%															
51	Phase II Procurement Long Leads	130 days	Thu 2/26/26	Wed 8/26/26	0%															
65	Phase II Construction	315 days	Mon 3/2/26	Fri 5/14/27	0%															
66	Sitework	288 days	Mon 3/2/26	Wed 4/7/27	0%															
67	Phase II Mobilize	5 days	Mon 3/2/26	Fri 3/6/26	0%															
68	Grade Site	15 days	Mon 3/9/26	Fri 3/27/26	0%															
69	Lime Stabilize Paving	20 days	Mon 3/9/26	Fri 4/3/26	0%															
70	Install Site Electrical	40 days	Mon 3/30/26	Fri 5/22/26	0%															
71	Install Turf Drainage	45 days	Mon 4/27/26	Fri 6/26/26	0%															
72	Install Paving	25 days	Mon 5/25/26	Fri 6/26/26	0%															
73	Install Turf Underlayment	35 days	Mon 6/29/26	Fri 8/14/26	0%															
74	Install Turf	20 days	Thu 8/27/26	Wed 9/23/26	0%															
75	Final Site Grading	30 days	Thu 9/24/26	Wed 11/4/26	0%															
76	Install Field Lights	40 days	Thu 9/24/26	Wed 11/18/26	0%															
77	Install Sidewalks/Flatwork	20 days	Thu 11/5/26	Wed 12/2/26	0%															
78	Install Site Fencing	40 days	Thu 12/3/26	Wed 1/27/27	0%															
79	Install Ball Field Fencing	30 days	Thu 12/17/26	Wed 1/27/27	0%															
80	Install Ball Field Equipment	20 days	Thu 1/28/27	Wed 2/24/27	0%															
81	Install Wayfinding / Signage	20 days	Thu 1/28/27	Wed 2/24/27	0%															
82	Install Landscape and Irrigation	30 days	Thu 2/25/27	Wed 4/7/27	0%															
83	Building Superstructure	295 days	Mon 3/30/26	Fri 5/14/27	0%															
84	Construct Building Pads	20 days	Mon 3/30/26	Fri 4/24/26	0%															
85	Install Drilled Piers	15 days	Mon 4/27/26	Fri 5/15/26	0%															
86	Install In-Slab Utilities	20 days	Mon 5/18/26	Fri 6/12/26	0%															
87	Form/Place Slab on Grade	20 days	Mon 6/15/26	Fri 7/10/26	0%															
88	Feature Field Stadium Structure	60 days	Mon 7/13/26	Fri 10/2/26	0%															
89	Erect Structure	30 days	Mon 9/7/26	Fri 10/16/26	0%															
90	Masonry	45 days	Mon 10/5/26	Fri 12/4/26	0%															
91	Install Turf/Netting @ Batting Cages	20 days	Mon 10/19/26	Fri 11/13/26	0%															
92	Interior MEP	20 days	Mon 12/7/26	Fri 1/1/27	0%															
93	Prime & Paint	20 days	Mon 1/4/27	Fri 1/29/27	0%															
94	Install Flooring	20 days	Mon 2/1/27	Fri 2/26/27	0%															
95	Install Doors and Hardware	10 days	Mon 3/1/27	Fri 3/12/27	0%															
96	Install Millwork & Countertops	15 days	Mon 3/1/27	Fri 3/19/27	0%															
97	Install Kitchen Equipment	20 days	Mon 3/1/27	Fri 3/26/27	0%															
98	MEP Trim-Out	20 days	Mon 3/22/27	Fri 4/16/27	0%															
99	Install Owner FF&E	20 days	Mon 3/29/27	Fri 4/23/27	0%															
100	Final Clean	10 days	Mon 4/26/27	Fri 5/7/27	0%															
101	Final Inspections	5 days	Mon 5/10/27	Fri 5/14/27	0%															



Exhibit “B”
Payment and Performance Bonds for GMP No. 1

EXHIBIT B**PERFORMANCE AND PAYMENT BONDS****Pursuant to Tex. Gov't Code Sec. 2269.258:**

(a) No Bid Bond Provided – If the GMP has not yet been determined and the CMAR did not provide an acceptable bid bond, the CMAR shall provide at contract award either **(1)** Payment and Performance Bonds in an amount equal to the total Construction Budget contained in the RFP or **(2)** the CMAR shall provide another financial security acceptable to the City ensuring that CMAR will furnish the required performance and payment bonds when a GMP is established. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

(b) Bid Bond Provided – If the GMP has not yet been determined and the CMAR has provided an acceptable bid bond, the CMAR shall provide Payment and Performance Bonds upon the City's acceptance and approval of the Guaranteed Maximum Price. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

Project No. PK2502

PERFORMANCE BOND

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZOS

§

§

THAT WE, Crain Group, L.L.C., as Principal, hereinafter called "Contractor" and the other subscriber hereto Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut, licensed to do business in the State of Texas and admitted to write bonds, as Surety, herein after called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, Texas ("City"), a municipal corporation, in the sum of Four Million Eight Hundred Five Thousand Six Hundred Ninety-Six and 00/100 Dollars (\$ 4,805,696.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally pursuant to the obligations and payment of this Performance Bond ("Bond") as follows:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed an Agreement (as used herein including the Agreement Documents) in writing with the City of College Station for the following City Project ("Project"):

CMAR Contract for Baseball Fields at Veterans Park - Phase I Infrastructure, with all of the work ("Work") for the Project to be done as set out in full in said Agreement therein referred to and adopted by the City Council of the City of College Station, Texas, all of which

documents, as amended, are incorporated by reference for all purposes and made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the Contractor shall faithfully and strictly perform Agreement in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Agreement Documents described therein, and shall comply strictly with each and every provision of the Agreement, as amended, including all warranties and indemnities therein, and with this Bond, then this Bond obligation shall become null and void and shall have no further force and effect; otherwise this Bond obligation is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City or its representatives from the exercise of any diligence whatsoever in securing compliance on the part of the Contractor with the terms of the Agreement, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Agreement in the underwriting of this Performance Bond, the Surety hereby waives any notice to the Surety of any default or delay by the Contractor in the performance of the Agreement, and also agrees that the Surety shall be bound to take notice of and shall be held to have knowledge of all conduct, acts, or omissions of the Contractor in all matters pertaining to the Agreement and Project. The Surety understands and agrees that the provision in the Agreement that the City shall retain certain amounts due the Contractor until the expiration of a specified time from the acceptance of the Work of the Project is intended for the City's benefit, and the City shall have the right to pay or withhold such retained amounts or any other amount owing under the Agreement without changing or affecting the liability of the Surety under this Bond in any degree.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement, the Agreement Documents, and in the Work of the Project to be done thereunder, as provided in the Agreement, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work of the Project to be done thereunder; and that such changes, if made, shall not in any way vitiate, terminate, or diminish the (1) Surety's obligations in this Bond and undertaking, or (2) release the Surety therefrom. Surety, for value received, hereby stipulates, acknowledges, and agrees that any change in Agreement Time or Agreement Sum shall not in any way affect its obligations and duties to the City as the Surety under this bond, and Surety does hereby waive notice of any such change in the Agreement Time or Agreement Sum.

It is further expressly agreed and understood that by the parties to this Bond that the Contractor and Surety will fully indemnify, defend, and hold harmless the City from any liability, claim, cause of action, judgment, loss, cost, expense, or damage arising out of or in connection with the Work for the Project done or to be done by the Contractor under the Agreement. In the event that the City shall bring any lawsuit or other proceeding at law or equity regarding or related to the Agreement or this Bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees, costs, and expenses incurred by the City in connection with such lawsuit or other proceeding.

The parties to this instrument expressly agree to and acknowledge the following: (1) this Bond and all obligations of the Surety and Contractor created hereunder are expressly performable in Brazos County, Texas; (2) this Bond shall be governed and interpreted pursuant to the laws of

the State of Texas; (3) venue in any lawsuit or legal proceeding regarding or relating to this Bond shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for said county; (4) this Bond is given in compliance with the applicable provisions of Chapters 2253, 2254, and 2269 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statutes.

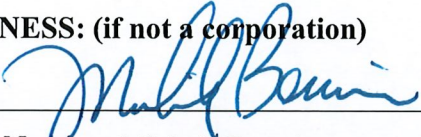
Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (1) by hand or courier delivery (no e-mails or facsimile submissions of notice are allowed), or (2) by United State Postal Service mail (being certified mail, return receipt required), said notice being addressed to the respective other party at the address described below in this Bond, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of the Surety agent "Power of Attorney" also must be attached to this Bond instrument.

IN WITNESS THEREOF, the said Contractor and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached a current Power of Attorney as required by this Bond.

CONTRACTOR EXECUTION:

ATTEST, SEAL OF CONTRACTOR: (if a corporation)

WITNESS: (if not a corporation)

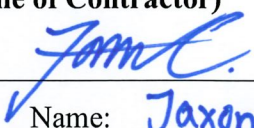
By: 

Name: Michele Bonnin

Title: Witness

Date: October 8, 2025

Crain Group, L.L.C.
(Name of Contractor)

By: 

Name: Jaxon Crain

Title: Vice President

Date: October 8, 2025

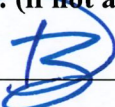
Address of Contractor: _____

3801 Knapp Road, Pearland, TX 77581

SURETY EXECUTION:

ATTEST, SEAL OF SURETY: (if a corporation)

WITNESS: (if not a corporation)

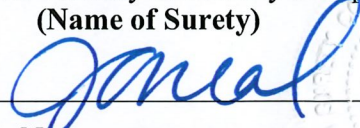
By: 

Name: Debbie Bledsoe

Title: Witness

Date: October 8, 2025

Travelers Casualty and Surety Company of America
(Name of Surety)

By: 

Name: Jillian O'Neal

Title: Attorney-in-Fact

Date: October 8, 2025

Address of Surety: _____

One Tower Square, Hartford, CT 06183

**ACCEPTANCE BY CITY:
REVIEWED:**

City Attorney's Office

Date: _____

**THE FOREGOING PERFORMANCE
BOND IS ACCEPTED ON BEHALF OF
THE CITY OF COLLEGE STATION,
TEXAS:**

City Manager

Date: _____



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JILLIAN O'NEAL** of **THE WOODLANDS**, Texas, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

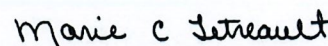
By: 
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

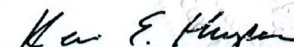
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **8th** day of **October**, 2025




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty and Surety Company of America, for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street, 29th Floor, West Tower
Philadelphia, PA 19102
(267) 675-3057 / (267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

Pursuant to Tex. Gov't Code Sec. 2269.258:

(a) No Bid Bond Provided – If the GMP has not yet been determined and the CMAR did not provide an acceptable bid bond, the CMAR shall provide at contract award either **(1)** Payment and Performance Bonds in an amount equal to the total Construction Budget contained in the RFP or **(2)** the CMAR shall provide another financial security acceptable to the City ensuring that CMAR will furnish the required performance and payment bonds when a GMP is established. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

(b) Bid Bond Provided – If the GMP has not yet been determined and the CMAR has provided an acceptable bid bond, the CMAR shall provide Payment and Performance Bonds upon the City's acceptance and approval of the Guaranteed Maximum Price. A bond rider that increases the amount of all Payment and Performance Bonds is required for each additional GMP that is issued.

Project No. PK2502

TEXAS STATUTORY PAYMENT BOND

THE STATE OF TEXAS §
 § **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, Crain Group, L.L.C., as Principal, hereinafter called "Principal" and the other subscriber hereto Travelers Casualty and Surety Company of America, a corporation organized and existing under the laws of the State of Connecticut, licensed to do business in the State of Texas and admitted to write bonds, as Surety, hereinafter called "Surety", do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, Texas ("City"), a municipal corporation, in the sum of Four Million Eight Hundred Five Thousand Six Hundred Ninety-Six and 00/100 Dollars (\$ 4,805,696.00) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, pursuant to the obligations and payment of this Texas Statutory Payment Bond ("Bond") as follows:

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain Agreement ("Agreement" including the Agreement Documents, as amended) in writing with the City of College Station for the following City Project ("Project") dated the 17th day of October, 2024 : CMAR Contract for Baseball Fields at Veterans Park - Phase I Infrastructure, with all of the work ("Work") for the Project to be done as set out in full in said Agreement, as amended, therein referred to and adopted by the City Council of the City of College Station, Texas, all of which documents are incorporated by reference for all purposes and made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, the condition of this Bond obligation is such that if Principal shall pay all claimants supplying labor, equipment, and/or material to Principal for the Project, or to a subcontractor for the Project, regarding her performance and prosecution of the Work of the Project

provided for in the Agreement, as amended, then, this Bond obligation shall be null and void; otherwise this Bond obligation is to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapters 2253, 2254, and 2269 of the Texas Government Code and all liabilities on this Bond shall be determined in accordance with the provisions, conditions and limitations of said Code to the same extent as if it were copied at length herein.

It is further expressly agreed by Surety that the City or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Agreement, the Agreement Documents, and in the Work of the Project to be done thereunder, as provided in the Agreement, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work of the Project to be done thereunder; and that such changes, if made, shall not in any way vitiate, terminate, or diminish the (1) Surety's obligations in this Bond and undertaking, or (2) release the Surety therefrom.

It is further expressly agreed and understood that by the parties to this Bond that the Contractor and Surety will fully indemnify, defend, and hold harmless the City from any liability, claim, cause of action, judgment, loss, cost, expense, or damage arising out of or in connection with the Work for the Project done or to be done by the Contractor under the Agreement. In the event that the City shall bring any lawsuit or other proceeding at law or equity regarding or related to the Agreement or this Bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees, costs, and expenses incurred by the City in connection with such lawsuit or other proceeding.

The parties to this instrument expressly agree to and acknowledge the following: (1) this Bond and all obligations of the Surety and Contractor created hereunder are expressly performable in Brazos County, Texas; (2) this Bond shall be governed and interpreted pursuant to the laws of the State of Texas; (3) venue in any lawsuit or legal proceeding regarding or relating to this Bond shall be in a court of competent jurisdiction in Brazos County, Texas, United State of America, or the appropriate United States District Court designated for said county; (4) this Bond is given in compliance with the applicable provisions of Chapters 2253, 2254, and 2269 of the Texas Government Code, as amended, which is incorporated herein by this reference. However, all of the express provisions hereof shall be applicable whether or not within the scope of said statutes.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received (1) by hand or courier delivery (no e-mails or facsimile submissions of notice are allowed), or (2) by United State Postal Service mail (being certified mail, return receipt required), said notice being addressed to the respective other party at the address described below in this Bond, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party.

Surety, for value received, hereby stipulates, acknowledges, and agrees that any change in Agreement Time or Agreement Sum shall not in any way affect its obligations and duties to the City as the Surety under this Bond, and Surety does hereby waive notice of any such change in the Agreement Time or Agreement Sum. A copy of the Surety agent "Power of Attorney" also must be attached to this Bond instrument.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures and have attached a current Power of Attorney as required by this Bond.

PRINCIPAL EXECUTION:

ATTEST, SEAL OF PRINCIPAL: (if a corporation)

WITNESS: (if not a corporation)

By: Michele Bonnin
Name: Michele Bonnin
Title: Witness
Date: October 8, 2025

Crain Group, L.L.C.
(Name of Principal)

By: Jaxon Crain
Name: Jaxon Crain
Title: Vice President
Date: October 8, 2025
Address of Principal: 3801 Knapp Road, Pearland, TX 77581

SURETY EXECUTION:

ATTEST, SEAL OF SURETY: (if a corporation)

WITNESS: (if not a corporation)

By: Debbie Bledsoe
Name: Debbie Bledsoe
Title: Witness
Date: October 8, 2025

Travelers Casualty and Surety Company of America
(Name of Surety)

By: Jillian O'Neal
Name: Jillian O'Neal
Title: Attorney-in-Fact
Date: October 8, 2025
Address of Surety: One Tower Square, Hartford, CT 06183

**ACCEPTANCE BY CITY:
REVIEWED:**

City Attorney's Office
Date: _____

**THE FOREGOING PERFORMANCE
BOND IS ACCEPTED ON BEHALF OF
THE CITY OF COLLEGE STATION,
TEXAS:**

City Manager
Date: _____



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **JILLIAN O'NEAL** of **THE WOODLANDS**, Texas, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

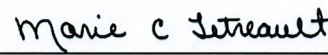
By: 
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

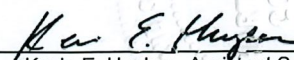
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **8th** day of **October**, 2025




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty and Surety Company of America, for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street, 29th Floor, West Tower
Philadelphia, PA 19102
(267) 675-3057 / (267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104
(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

October 23, 2025
Item No. 9.6.
BVSWMA Appointment

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an appointment to the Brazos Valley Solid Waste Management Agency, Inc. Board of Directors.

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None

Summary: Mayor John P. Nichols served as one of College Station's three appointees to the BVSWMA Board of Directors. Mayor John P. Nichols's term expires September 30, 2025. A new appointment to the BVSWMA Board of Directors needs to be made. This can be an appointment for a new board member or renewal of a current board member with an expiring term. This will be a 3-year term when filled.

Budget & Financial Summary: None

Attachments:

1. Ltr Cities BVSWMA BoD 2025



October 14, 2025

Via Regular Mail and Email at afalco@cstx.gov and tleeper@bryantx.gov

Adam Falco
City Attorney, City of College Station
1101 Texas Ave.
College Station, TX 77840

Thomas Leeper
City Attorney, City of Bryan
P.O. Box 1000
Bryan, Texas 77805

Re: BVSWMMA Board of Directors

Dear Adam and Thomas:

As you are aware, the City of College Station and the City of Bryan each appoint three (3) directors to the seven (7) member board of directors for BVSWMMA. Those six (6) City-appointed directors select the seventh (7th) director to complete the Board. I am writing to remind you of the need for appointing a new director or renewing the appointment of the current director with an expiring term from your respective Cities. Based on my review of BVSWMMA records, the term of one (1) of the three (3) directors appointed by each City expired on September 30, 2025.

According to my records, for the City of Bryan, the term of James Edge has expired this year, and for the City of College Station, the term of John Nichols has expired this year.

Please let me know if you have any questions or concerns about this procedure.

If you would please keep me up-to-date on your City's appointment, I would be appreciative.

Sincerely,

Bryan T. Hanna

cc: Bryan Griesbach (via email at bgriesbach@bvswwma.com)

Mike Gentry (via email)

October 23, 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 October 24th thru November 13th:

October 24 - BVCOG Environmental Management and Planning Awards Luncheon
October 27 - Neighborhood Seminar Supper: Navigating the New City Website
October 28 to 31 - TML Annual Conference
October 28 - Construction Board of Adjustments Meeting
October 29 - KBB Annual Awards Luncheon
October 29 - Food Truck Wednesday's
November 3 - Historic Preservation Committee Meeting
November 4 - Zoning Board of Adjustments
November 5 - B/CS MPO Policy Board Meeting (FY 2026)
November 5 - Legislative Affairs Committee Meeting
November 5 - Tourism Committee Meeting
November 5 - Tourism Friendly Certification
November 5 - Food Truck Wednesday's
November 6 - Council Legislative Engagement Committee
November 6 - Annual Veterans Day Recognition
November 6 - Rock Prairie Management District No. 2
November 6 - Planning & Zoning Commission Meeting
November 7 - Brazos County Regional Mobility Authority Board Meeting
November 10 - Bicycle, Pedestrian and Greenways Meeting
November 10 - Chamber of Commerce Annual Banquet
November 11 - Annual Veterans Day Ceremony
November 12 - Food Truck Wednesday's
November 13 - Economic Development Workshop

November 13 - Rock Prairie Management District No. 2
November 13 - Council Meeting Day

Budget & Financial Summary: None.

Attachments:

None

October 23, 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