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#

August 27, 2026	4:00 PM	City Hall Council Chambers

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

1. Call to Order.

2. Executive Session Agenda.

Executive Session is closed to the public and will be held in the 1938 Executive Conference Room. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop, Regular, or Special 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. 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.
b. Hopkins v. City of College Station, et al., Civil Action No. 4:25-CV-00473, in the U.S. District Court for the Southern District of Texas, Houston Division.

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 located within the Midtown Business Park.

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

discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:

a. Council Self-Evaluation

2.4. **Economic Incentive Negotiations {Gov't Code Section 551.087};**
Possible action. The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) maybe discussed:

a. Economic development agreement for a development on the 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.

b. Economic development agreement for a development within the Midtown Business Park relating to baseball fields.

c. Economic development agreement with College Station Town Center, LP.

d. Funding agreement with Greater Brazos Partnership for services related to Plug and Play.

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

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

Speaker Protocol.

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

5. Presentation - Proclamations, Awards, and Recognitions.

5.1. Presentation proclaiming the month of September 2026 as "Childhood Cancer Awareness."

Sponsors: Tanya Smith

Attachments: 1. 26 Childhood Cancer Awareness Month

5.2. Presentation proclaiming the week of August 31 through September 4, 2026, as "Texas Extension Education Association Week."

Sponsors: Jo Beth Wolfe

Attachments: 1. 26 Texas Extension Education Association Week

6. Hear Visitors.

During Hear Visitors an individual may address the City Council on any item which does not appear on the posted agenda. The City Council will listen and receive the information presented by the speaker,

ask staff to look into the matter, or place the issue on a future agenda. Topics of operational concern shall be directed to the City Manager.

7. Consent Agenda.

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

7.1. Presentation, discussion, and possible action of minutes for:
• August 13, 2026 Council Meeting
Sponsors: Tanya Smith
Attachments: 1. CCM081326 DRAFT Minutes

7.2. Presentation, discussion, and possible action on a general services contract with Buyers Barricades Houston, LLC, not to exceed $170,100 for the 2026 TAMU Football Post Game Day Traffic Control.
Sponsors: Emily Fisher
Attachments: 1. 26300743--KJ (CC 8.27.26)

7.3. Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Texas Disposal Systems, Inc. for the collection of recyclables from commercial businesses and multi-family locations.
Sponsors: Emily Fisher
Attachments: 1. 26300695--BMW (CC 08.13.26 & 08.27.26)

7.4. Presentation, discussion, and possible action regarding an amendment to the real estate contract with The Corinth Group, Inc.
Sponsors: Michael Ostrowski
Attachments: 1. Corinth - Contract Amendment

7.5. Presentation, discussion, and possible action on a contract with MTL Construction, LLC not to exceed $399,579.78 for College Station Utilities Electric Yard improvements at the Utility Service Center on Graham Road.
Sponsors: Glenn Gavit
Attachments: 1. ITB No. 26-078 Intent to Award Bid Tabulation
2. 26300691--LKP (CC 08.27.26)-vendor signed

7.6. Presentation, discussion, and possible action regarding a design contract with Dudley Engineering for the design of the Adamson Lagoon Slide Improvements and Upgrade in the amount of $153,708.
Sponsors: Jennifer Cain
Attachments: 1. Adamson Lagoon Slide - Location Map
2. Contract

7.7. Presentation, discussion, and possible action on an ordinance amendment to Chapter 40, “Utilities,” relating to utility meters, Code of Ordinances, of the City of College Station, Texas,
Sponsors: Mary Ellen Leonard
Attachments: 1. CH 40-1_40-2_40-8 Water Meter Access Ord Amend

7.8. Presentation, discussion, and possible action regarding an amendment to the lease agreement for office space with St. Mary's Catholic Church to increase the term of the agreement and increase total cost to $105,156.
Sponsors: Mike Pavelka

Attachments: 1. Third Amendment St Marys Lease Partially Executed

7.9. Presentation, discussion, and possible action to purchase two radio dispatch consoles from Motorola Solutions for an amount not to exceed $213,693.17.
Sponsors: Sam Rivera
Attachments: 1. 26300532--AD (CC8.27.26)

7.10. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Texan Waste Services, Inc. for the collection of recyclables from commercial businesses and multi-family locations.
Sponsors: Emily Fisher
Attachments: 1. 26300751--BMW (CC 8.27.26 & 9.10.26)

7.11. Presentation, discussion, and possible action regarding a funding agreement between the City of College Station and the Brazos Transit District (BTD) in the amount of $400,800 for the FY26 Fiscal Year.
Sponsors: Mary Ellen Leonard
Attachments: 1. Contract

7.12. Presentation, discussion, and possible action on a resolution waiving interest for early repayment of outstanding principal under the City's HUD-assisted HOME program contract with Santour Court, Ltd. and authorizing the city manager to execute documentation of release and satisfaction of the note and deed of trust.
Sponsors: Michael DeHaven
Attachments: 1. Resolution Waiving Interest for Santour Court, Ltd Early HOME Loan Payoff

8. Regular Agenda.

8.1. Public Hearing, presentation, discussion, and possible action on the City of College Station 2027 advertised ad valorem tax rate of $0.530254 per $100 valuation resulting in an increase in tax revenues.
Sponsors: Mary Ellen Leonard
Attachments: None

8.2. Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2026-2027 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.
Sponsors: Mary Ellen Leonard
Attachments: 1. Appendix A Budget Ordinance - FY27 Budget w- exhibits

8.3. Presentation, discussion, and possible action on approval of an ordinance adopting the City of College Station 2026-2027 ad valorem tax rate of $0.530254 per $100 assessed valuation, the debt service portion being $0.202646 per $100 assessed valuation and the operations and maintenance portion being $0.327608 per $100 assessed valuation.
Sponsors: Mary Ellen Leonard
Attachments: 1. Appendix A - Ad Valorem Ordinance - FY26-FY27 - FINAL

8.4. Presentation, discussion, and possible action on a resolution adopting fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance” Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas.
Sponsors: Mary Ellen Leonard
Attachments: 1. Fee Resolution FY27 Final Clean 7-16-26

2. Fee Resolution Summary for Council FY27

8.5. 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 boundaries from PDD Planned Development District to T Townhouse on approximately 9.75 acres generally located west of the intersection of Harvey Road and Boonville Road.

Sponsors: Garrett Segraves

Attachments:
1. Rezone Ordinance
2. Aerial and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Existing Future Land Use
7. Proposed Rezoning
8. Summit Crossing Subdivision Master Development Plan

8.6. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Business Center to General Commercial for approximately 106 acres generally located east of the intersection of Midtown Drive and Corporate Parkway.

Sponsors: Jeff Howell

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

8.7. 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 boundaries from M-1 Light Industrial to GC General Commercial for approximately 92.88 acres generally located east of the intersection of Midtown Drive and Corporate Parkway.

Sponsors: Jeff Howell

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

8.8. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan by amending the Thoroughfare Plan and Active Transportation Master Plan to remove the future extension of Corporate Parkway, a Major Collector, between Midtown Drive and William D. Fitch Parkway including associated future bike lanes and sidewalks along with the realignment of the future Spring Creek trail to the existing Lick Creek trail.

Sponsors: Jason Schubert

Attachments:
1. Ordinance

2. Thoroughfare Plan Amendment Exhibit
3. Bicycle Plan Amendment Exhibit
4. Pedestrian Plan Amendment Exhibit

8.9. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Chapter 2 “Administration,” Article I “In General,” Section 2-3 “City Boards, Commissions, and Committees,” and Appendix A, Unified Development Ordinance, Article 2 “Development Review Bodies,” Sections 2.1.B.1 “Appointments” and 2.6 “Bicycle, Pedestrian, and Greenways Advisory Board,” Article 3 “Development Review Procedures,” Section 3.5.C “Concept Plan Approval Process,” Article 8 “Subdivision Design and Improvements,” Sections 8.3.K.2 “Required Sidewalks,” 8.3.K.3 “Sidewalk Exceptions,” 8.3.L.2 “Timing,” 8.3.V.1 “General Requirements,” and 8.4.T “Private Streets and Gating of Roadways,” and Article 11 “Definitions,” Section 11.2 “Defined Terms” of the Code of Ordinances of the City of College Station, Texas, by amending certain sections related to the name, membership, and duties of the Bicycle, Pedestrian, and Greenways Advisory Board and references to the Bicycle, Pedestrian, and Greenways Master Plan.

Sponsors: Joe Allen

Attachments:
1. Ordinance Redlines
2. Ordinance

8.10. Public Hearing, presentation, discussion, and possible action on an ordinance vacating and abandoning the full 11759.1 Square Foot of the Variable Width Public Utility Easement, said Easement being over, across, and upon, the West Park Addition Block 2, Lots 2R, 3R, 4R, & 5R, according to the plat recorded in Volume 11331, Page 115, of the Official Records of Brazos County, Texas.

Sponsors: Gillian Sitler

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

9. Items of Community Interest and Council Calendar.

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

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

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

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

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

12. Adjourn.

The City Council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion. Executive Session is closed to the public. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop or Regular or Special Agendas and return into Executive Session to seek legal advice from the City Attorney regarding any item on the Workshop, Consent or Regular or Special Agendas under Chapter 551, Texas Government Code

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on August 20, 2026 at 5:00 p.m.

Tanya Smith

City Secretary

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

August 27, 2026
Item No. 5.1.
Childhood Cancer Awareness Month

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming the month of September 2026 as "Childhood Cancer Awareness."

Relationship to Strategic Goals:

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:
1. 26 Childhood Cancer Awareness Month

Proclamation

Offices of the Mayors and County Judge

WHEREAS, childhood cancer is the leading cause of death by disease among children in the United States, with thousands of children diagnosed each year; and

WHEREAS, September is recognized nationally as Childhood Cancer Awareness Month to honor the children we have lost, celebrate survivors, support children currently battling cancer, and recognize families whose lives are forever changed by a childhood cancer diagnosis; and

WHEREAS, the City of College Station is proud to help lead the regional Color Brazos Valley Gold initiative, bringing together communities across the Brazos Valley to raise awareness, inspire action, and demonstrate support for children and families affected by childhood cancer throughout September; and

WHEREAS, the City encourages residents, businesses, schools, churches, civic organizations, and community partners to participate in Go Gold Wednesdays by wearing gold each Wednesday during September and to help Color the Brazos Valley Gold by illuminating and decorating homes, businesses, schools, churches, parks, landmarks, and public spaces with gold lights, ribbons, flowers, and other displays of support throughout the month, culminating in the Color Brazos Valley Gold Community Celebration & Children's Cancer Muster on Wednesday, September 23, 2026.

NOW, THEREFORE, We, Duane Peters, as County Judge of Brazos County, Bobby Gutierrez, as Mayor of the City of Bryan, and John P. Nichols, as Mayor of the City of College Station, and acting on behalf of our respective councils and commissioners court, do hereby proclaim September 2026 as

Childhood Cancer Awareness Month

BRAZOS COUNTY	CITY OF BRYAN	CITY OF COLLEGE STATION
Duane Peters, County Judge	Bobby Gutierrez, Mayor	John P. Nichols, Mayor

August 27, 2026
Item No. 5.2.
Texas Extension Education Association Week

Sponsor: Jo Beth Wolfe

Reviewed By CBC: City Council

Agenda Caption: Presentation proclaiming the week of August 31 through September 4, 2026, as "Texas Extension Education Association Week."

Relationship to Strategic Goals:

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:
1. 26 Texas Extension Education Association Week

Proclamation

WHEREAS, in 1926, Mildred Horton encouraged home demonstration club women to organize the Texas Home Demonstration Association; and

WHEREAS, the organization's first meeting was held at Texas A&M University to coordinate the activities of home demonstration clubs and county home demonstration councils across Texas; and

WHEREAS, the organization, now known as the Texas Extension Education Association, partners with the Texas A&M AgriLife Extension Service to strengthen and enrich families through educational programs, leadership development, and community service; and

WHEREAS, the Texas Extension Education Association serves as a cooperative statewide organization, coordinating the activities of its affiliate clubs while collaborating with other organizations that share similar goals and interests; and

WHEREAS, for one hundred years, the Texas Extension Education Association has empowered Texans through lifelong learning, volunteerism, and leadership while supporting the educational outreach of the Texas A&M AgriLife Extension Service in communities across the state; and

WHEREAS, as the Texas Extension Education Association celebrates its 100th Anniversary, members from across the state will gather in College Station for the Association's annual conference, returning to the community where its first organizational meeting was held a century ago.

NOW, THEREFORE, I, John P. Nichols, Mayor of the City of College Station, do hereby proclaim the week of August 31st through September 4, 2026, as

Texas Extension Education Association Week

and encourage all citizens to recognize and celebrate the Association's century of service and its enduring contributions to our communities.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 27th day of August 2026.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

August 27, 2026
Item No. 7.1.
August 13th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• August 13, 2026 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. CCM081326 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
AUGUST 13, 2026

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Presiding:
John Nichols, Mayor

Council:
Mark Smith
William Wright, Mayor ProTem
David White
Melissa McIlhaney
Bob Yancy - absent
Scott Shafer

City Staff:
Bryan Woods, City Manager
Jeff Kersten, Assistant City Manager
Adam Falco, City Attorney
Leslie Whitten, Deputy City Attorney
Tanya Smith, City Secretary
Ian Whittenton, Deputy City Secretary

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 4:00 p.m. on August 13, 2026, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, §551.074-Personnel, §551.086-Competitive Matters, and §551.087-Economic Development, and the College Station City Council convened into Executive Session at 4:01 p.m. on August 13, 2026, to continue discussing matters pertaining to:

2.1. Consultation with Attorney to seek advice regarding pending or contemplated litigation, to wit:

- 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.
- Hopkins v. City of College Station, et al., Civil Action No. 4:25-CV-00473, in the U.S. District Court for the Southern District of Texas, Houston Division.
- Johnson v. City of College Station, Case No. 25-002229-CV-472 in the 472nd District Court, Brazos County, Texas.

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

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

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

- Council Self-Evaluation

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

- Power Supply

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

- Economic development agreement for a development on the 28 acres of land generally located at Midtown Drive and Corporate Parkway in the Midtown Business Park.
- Economic development agreement for a development within the Midtown Business Park relating to baseball fields.
- Economic development agreement with College Station Town Center, LP.
- Funding agreement with Greater Brazos Partnership for services related to Plug and Play.

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 6:00 p.m.

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

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

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Shafer, the City Council voted six (6) for and none (0) opposed, to approve an absence request from Councilmember Yancy for the August 13, 2026 City Council Meeting. The motion carried unanimously.

5. Hear Visitors Comments.

Melanie Scarpace (Director of External Relations) and Lilly Arnold (Community Educator) with Scotty's House, the child advocacy center serving Brazos County, highlighted free support and prevention programs for local children and families. They thanked Council for their past support and looked forward to future help expanding resources and access.

John Hamilton from College Station raised concerns about Flock Safety camera security, alleging misrepresentations by a company representative, and urging Council to take action and cancel the contract.

Maury Jacob from Bryan advocated for safer bike and pedestrian infrastructure, including protected lanes and a city safe passing ordinance.

Ivan Svrcek from Bryan questioned Flock camera video capabilities and contract details, urging transparency from the company.

6. 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.

Item *(6.4), (6.12), and (6.16)* were pulled for clarification.

(6.4) Carol Cotter, Senior Engineer, stated that this item is a required semi-annual report on impact fees. Since 2016, the City has collected approximately $34 million in impact fees, with about $11 million not yet allocated to projects. Council sets the collection rate, currently at 60% of the maximum allowed, and can adjust this rate at its discretion. Impact fees are required to be reviewed every five years and will be revisited in early 2027.

(6.12) Randell Smith, Senior Traffic Engineer, stated that College Station is standardizing school zone times to 7:00–9:00 AM and 3:00–5:00 PM at select locations, aiming for citywide adoption. This addresses confusion from last year's changes in school hours, with support from local schools and CSPD. The rollout is phased due to signage updates—digital signs are remote, while physical placards are manual. By year's end, all zones will have consistent hours for improved safety.

(6.16) Kelsey Heiden, Parks Director, reported that College Station has 4 dedicated outdoor pickleball courts and 14 dedicated tennis courts. Bachmann Park has six striped pickleball courts without permanent nets. Staff proposes converting two tennis courts at Bachmann into six permanent pickleball courts, pending funding. Tonight's action authorizes a grant application; matching funds are proposed in the FY 2027 capital budget, and the project will proceed only if funding is approved. Grant awards are expected in early spring.

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

- **July 13, 2026 Special Meeting**
- **July 14, 2026 Special Meeting**
- **July 23, 2026 Council Meeting**

6.2. Presentation, discussion, and possible action on an interlocal government agreement with Brazos County for the conduct and management of the City of College Station General and Special Election that will be held on Tuesday, November 3, 2026. *(Presentación, discusión, y possible acción un acuerdo interlocal de gobierno con el Condado de Brazos para llevar a cabo y administrar las Elecciones Generales y Especiales de la Ciudad de College Station que se celebrarán el martes 3 de noviembre de 2026.)*

6.3. Presentation, discussion, and possible action on Ordinance No. 2026-4698 authorizing a General and Special Election to be held on November 3, 2026, for the purpose of electing a Mayor, City Councilmember Place 1, City Councilmember Place 2, and to fill a vacancy for the two year remainder of the unexpired term of office of Councilmember Place 5, by the qualified voters of the City of College Station, establishing early voting locations, polling places for this election and making provisions for conducting the election. *(Presentación, discusión, y posible*

acción sobre una ordenanza 2026-4698 que autoriza una Elección General y Especial para realizarse el 3 de noviembre de 2026, con el propósito de elegir a un Alcalde y a un Miembre del Consejo, Puesto número 1 , Miembre del Consejo, Puesto número 2, y para llenar una vacante para los dos aňos resto del mandato no vencido del Miembre del Consejo, Puesto número 5, por medio de los votantes calificados de la Ciudad de College Station, estableciendo los puestos de votaciones tempranas, los centros de votaciones para estas elecciones y tomando medidas para llevar a cabo las elecciones.)

6.4. Presentation, discussion, and possible action regarding a Semi-Annual Report on System-Wide Impact Fees for Water, Wastewater, and Roadway.

6.5. Presentation, discussion, and possible action on a change order amending the Lincoln Center Area Improvements construction contract with BH Harris Construction, LLC by increasing the contract contingency to $61,912 and adding to the scope of work the revised sanitary sewer layout, shade shelter foundation and landscaping in the amount of $58,100.16.

6.6. Presentation, discussion, and possible action on authorizing a purchase from Architarium for columbarium units and spare fronts in the amount of $162,910.

6.7. Presentation, discussion, and possible action on authorizing a purchase from DC Export LLC for custom benches for the Patricia Street Promenade in the amount of $221,182.

6.8. Presentation, discussion, and possible action on a construction contract with Yellowstone Landscape for the Patricia Street Promenade maintenance improvements in the amount of $397,940.81 plus the City's contingency in the amount of $39,794.08 for a total appropriation of $437,734.89. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

6.9. Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Texas Disposal Systems, Inc. for the collection of recyclables from commercial businesses and multi-family locations.

6.10. Presentation, discussion, and possible action on Ordinance No. 2026-4699 amending Chapter 38, "Traffic and Vehicles," Article VI, "Traffic Schedules," Section 38-1014, "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking on designated portions of Welsh Avenue and Moss Street and adding parking on a portion of Gilchrist Avenue.

6.11. Presentation, discussion, and possible action on Ordinance No. 2026-4700 amending Chapter 38, "Traffic and Vehicles," Article VI, "Traffic Schedules," Section 38-1008, "Traffic Schedule VIII, No Right Turn and No Left Turn Signs," and Section 38-1014, "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, to remove the no left turn restriction on Edelweiss Avenue at the Rock Prairie Elementary School driveway, to adjust the afternoon posted time on the no left turn restriction on Welsh Avenue at the Rock Prairie Elementary School driveway, and to amend the parking, standing, and stopping restrictions on Edelweiss Avenue between Welsh Avenue and Caterina Lane.

6.12. Presentation, discussion, and possible action on Ordinance No. 2026-4701 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules", Section 38-1005 "Traffic Schedule V, School Zones" of the Code of Ordinances of the City of College Station, Texas, by

amending the operational time of multiple locations; and by combining the Cypress Grove Intermediate School and Creek View Elementary School Zones into a single school zone.

6.13. Presentation, discussion, and possible action on the award of an three-year contract for Electric Right-of-Way Tree Trimming Services to Pannell Contracting, LLC, dba Pannell Co. for an amount not to exceed $3,661,308.29.

6.14. Presentation, discussion, and possible action on a three-year agreement with Trimble Inc. for Trimble Unity software licenses in the amount of $623,452.74.

6.15. Presentation, discussion, and possible action on a contract award to MBCM Management, Inc. for the removal and replacement of the existing primary access gate to the College Station Utilities Electric Yard, not to exceed $199,800.

6.16. Presentation, discussion, and possible action regarding Resolution No. 08-13-26-6.16 authorizing the submission of a Local Parks Grant application to the Texas Parks and Wildlife Department for up to $750,000 in grant funds and designating the City Manager as an authorized official for the submission of the application.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, to approve the Consent agenda. The motion carried unanimously.

7. WORKSHOP ITEMS

7.1. Presentation, discussion, and possible direction regarding impervious cover limitation in the Bee Creek Drainage Basin.

Lucas Harper, Assistant City Engineer, stated that this workshop item is presented in response to a presentation made during the Hear Visitors portion of the April 9, 2026 City Council meeting and a Council-requested future agenda item regarding impervious cover conditions within the Bee Creek Drainage Basin. The workshop provided an overview of the impacts that may occur from a potential increase in impervious cover limitations in areas that were developed prior to current stormwater management standards. Staff discussed the City's existing regulatory framework, identify challenges associated with redevelopment in these areas, and discussed potential policy options for addressing stormwater impacts where existing stormwater mitigation infrastructure is limited. The purpose of this item is to obtain Council feedback and direction regarding future changes to the City's impervious cover regulations.

Key Considerations

The Unified Development Ordinance currently allows exceptions to impervious limitations through the submission of an engineered drainage analysis:

- Allows for the evaluation of both Type 1 (Flood Control) and Type 2 (Conveyance Management) mitigation for any increased stormwater runoff.

Revision to the impervious cover exception in GS may be accomplished by a change in the use table.

- Zoning Board of Adjustment must review the variance request using criteria in Sec 3.16 - Variances

Sec 3.16 - Variances

Criteria

- Special Conditions
- Other Property
- Enjoyment of Substantial Property Right
- Hardships
- Subdivision
- Flood Hazard Protection
- Comprehensive Plan
- Utilization
- Substantial Detriment

Bee Creek Basin; Middle Housing Zoning and Primary Drainage

Options

Revision to Section 5.2 of the Unified Development Ordinance

- Require ZBA variance for GS? All districts besides MH?
- City Wide or Basin Specific? i.e. all zoning across the city, or just in Bee Creek?

Mayor Nichols opened for Citizen Comments.

Charles Elliott from College Station addressed the Council on the strategic link between drainage policies and housing availability. Mr. Elliott's perspective emphasized long-term planning, investor predictability, university growth pressures, and downstream floodplain protection. He explained about balancing higher impervious cover allowances with engineered detention while protecting neighborhood stability.

There being no further comments, Citizen Comments was closed.

8. REGULAR ITEMS

8.1. Presentation, discussion, and possible action on the 2026-2027 ad valorem tax rate; and calling a public hearing on a proposed ad valorem tax rate for FY 2026-2027.

Mary Ellen Leonard, Finance Director, explained that the Texas Property Tax Code mandates an entity to hold one public hearing on the proposed tax rate if it intends to increase tax revenues above the no new revenue rate.

Summary of Certified Values

	Valuations	
Certified Taxable Values at 8/7/2025	16,261,176,452	
New Values added in Current Year (2026)	**503,186,955**	**3.09%**
Loss from litigation, 23.231 Cap loss and minerals	(606,763,492)	
Estimated Loss from lower value used still under ARB Review	(347,792,910)	
Loss from Business Personal Property legislation	(160,495,142)	
Change in 2026 existing values	979,956,279	
Change in 2026 Existing Values	**(135,095,265)**	**(.83%)**
Certified Taxable Values at 7/24/2026	**16,629,268,142**	**2.26%**

Summary of Tax Rates

	FY26	Change	Certified FY26
Debt Service Fund	$ 20.2668	$ (0.00220)	$ 20.2646
General Fund	$ 30.9204	$ 1.84040	$ 32.7608
Total	**$ 51.1872**	**$ 1.83820**	**$ 53.0254**
No New Revenue	$ 49.0510	$ 1.64240	$ 50.6934
Voter Approval Adjusted for Sales Tax	$ 51.1872	$ 1.83820	$ 53.0254
Voter Approval with Increment	$ 51.1872	$ 2.59900	$ 53.7862

Mary Ellen Leonard, Finance Director, presented a Summary of Disclosure statement from Brazos County Tax Assessor: Property Tax Code 26.04 (d-1) requires the designated officer to use the prescribed forms provided by the Texas State Comptroller. The Forgone Revenue for 2024 is carried forward each year for the entities to use again even if they have previously used it in prior years. Staff recommended the Voter Approval Adjusted for Sales Tax which does not include compounded increment.

Mayor Nichols opened for Citizen Comments.

Lloyd Davis from College Station urged the Council to delay approving the Capital Improvement Program (CIP) until costs for the Public Works facility including land, soil study, and roadwork are

clarified. He warned that unknowns could lead to significant budget overruns and requested Council approve O&M and I&S budgets, but table the CIP.

Chandler Arden from College Station compared the proposed Public Works facility's size and $55 million budget to local commercial buildings, noting a significant cost gap. He suggested the City should focus on essential services and avoid excessive spending, given current economic challenges.

There being no further comments, Citizen Comments was closed.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember Shafer, the City Council voted six (6) for and none (0) opposed, to set the highest rate at the voter approval rate of 53.0254% and setting the public hearing on the proposed ad valorem tax rate will occur, Thursday, August 27, 2026, at 6:00 pm at the City Hall Council Chambers. The motion carried unanimously.

Roll Call Vote
Mayor John Nichols: Aye
Councilmember Mark Smith: Aye
Councilmember William Wright: Aye
Councilmember David White: Aye
Councilmember Melissa McIlhaney: Aye
Councilmember Bob Yancy: Absent
Councilmember Scott Shafer: Aye

Mayor Nichols has announced that a public hearing on the proposed ad valorem tax rate will be held on Thursday, August 27, 2026, at 6:00 PM in the City Hall Council Chambers.

8.2. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2026-4702 amending the Comprehensive Plan - Future Land Use & Character Map from General Commercial to Urban Residential for approximately 12.43 acres at 2950 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Old Wellborn Road.

Regular Items 8.2 and 8.3 were presented together.

8.3. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2026-4703 repealing Ordinance No. 2025-4574 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to MF Multi-Family for approximately 12.43 acres at 2950 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Old Wellborn Road.

Jeff Howell, Planning and Development, presented a request to amend the Comprehensive Plan Future Land Use and Character Map from General Commercial to Urban Residential for approximately 12.43 acres at 2950 Rock Prairie Road West. The amendment supports high-density multifamily development and accompanies a rezoning request from R Rural to MF Multi-Family, repealing prior MU Mixed-Use zoning. The applicant intends strictly multi-family development; the property is vacant and was originally zoned R Rural upon annexation in 2002. Previous MU Mixed-Use rezoning conditions were not met, so the zoning remains R Rural.

The Planning & Zoning Commission heard these items on July 9, 2026 where the Commission recommended approval of Item 8.2 (Comprehensive Plan amendment to Urban Residential) and Item 8.3 (rezoning from R Rural to MF Multi-Family), both by a 7–0 vote. Staff recommended denial of both the Comprehensive Plan amendment and the rezoning, citing inconsistency with the Comprehensive Plan and incompatibility with the surrounding area. Condition if Approved: Require construction, installation, and acceptance of ~506 ft of sewer line (from manholes O38B2M007 to O38B2M006 on Old Wellborn Rd) within 24 months of the signed ordinance; subject to approval by Water Services and Planning & Development Services and compliant with B/CS Design Guidelines.

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

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

(8.2) MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember Shafer, the City Council voted five (5) for and none (1) opposed, with Mayor Nichols voting against, to adopt Ordinance No. 2026-4702 amending the Comprehensive Plan - Future Land Use & Character Map from General Commercial to Urban Residential for approximately 12.43 acres at 2950 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Old Wellborn Road. The motion carried unanimously.

(8.3) MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember Smith, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2026-4703 repealing Ordinance No. 2025-4574 in its entirety and amending Appendix A, Unified Development Ordinance, Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from R Rural to MF Multi-Family for approximately 12.43 acres at 2950 Rock Prairie Road West, generally located west of the intersection of Rock Prairie Road West and Old Wellborn Road. The motion carried unanimously.

8.4. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2026-4704 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 MF Multi-family, MH Middle Housing, and NAP Natural Areas Protected on approximately 35 acres generally located at the northern corner of Victoria Avenue and William D. Fitch Parkway.

Garrett Segraves, Planning and Development, presented a request to rezone 21.263 acres from R Rural to MF Multi-Family, 4.556 acres from R Rural to MH Middle Housing, and 9.478 acres from R Rural to NAP Natural Areas Protected at the northern corner of Victoria Avenue and William D Fitch Parkway. The property is undeveloped, with plans for a multi-family complex along Victoria Ave and middle housing townhomes at the rear. The rezoning increases density at the front, transitioning to lower density near the abutting single-family development.

Staff recommends approval of the rezoning request. The Planning and Zoning Commission heard about this item at their July 16 meeting where they recommended approval 7-0.

At approximately 8:41 p.m., Mayor Nichols opened the Public Hearing.

Aaron Gadberry from College Station addressed the Council and expressed his concern about the planned extension of Southern Plantation Drive to Victoria Avenue, citing risks to neighborhood safety and increased traffic, especially near parks and schools. He requested Council to direct staff to

amend the thoroughfare plan to remove the vehicular connection between Southern Plantation and Victoria.

Mary Kathryn Holt from College Station addressed the Council to oppose the new multi-family development near Victoria Avenue, citing poor road planning, increased traffic, and declining property values in her neighborhood since 2022.

There being no further comments, the Public Hearing was closed at 8:46 p.m.

MOTION: Upon a motion made by Councilmember Wright and a second by Councilmember White, the City Council voted six (6) for and none (0) opposed, to adopt Ordinance No. 2026-4704, 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 MF Multi-family, MH Middle Housing, and NAP Natural Areas Protected on approximately 35 acres generally located at the northern corner of Victoria Avenue and William D. Fitch Parkway. The motion carried unanimously.

8.5. Presentation, discussion, and possible action regarding Resolution No. 08-13-26-8.5 establishing the City's legislative program for the 90th session of the Texas Legislature.

Ross Brady, Chief of Staff, presented the legislative program, highlighting ongoing priorities and new items such as hotel occupancy tax for athletic facilities and funding for university pedestrian crossings, with input from Representative Dyson and other stakeholders. He explained that the city launched a new website for legislative tracking and public engagement, with plans for regular updates and accessible information on bills and Council activities. Recent amendments addressed utility deregulation and clarified Council member conduct when representing the city, ensuring alignment with adopted policy positions.

Mayor Nichols opened for Citizen Comments.

Robert Rose from College Station requested Council consider a safe passing resolution in response to recent community tragedies involving cyclists and pedestrians. He noted previous efforts and submitted materials to staff but expressed confusion about the status and lack of response, urging leadership to address safety concerns and include the resolution on future agendas.

Shelby Behm from College Station addressed the Council to encourage the city to strengthen the legislative agenda by explicitly supporting increased state funding for water infrastructure and clearer frameworks for responsible data center development. She concludes that College Station could benefit from both and urged proactive advocacy to shape state policy.

There being no further comments, Citizen Comments was closed.

MOTION: Upon a motion made by Councilmember McIlhaney and a second by Councilmember White, the City Council voted six (6) for and none (0) opposed, to approve Resolution No. 08-13-26-8.4 establishing the City's legislative program as a living document for the 90th session of the Texas Legislature. The motion carried unanimously.

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

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

Mayor Nichols honoring the lives of Dr. Haywood Robinson and Mrs. Beatrice "Bea" Uvacek who have both recently passed away.

Mayor Nichols recognized the Parks and Recreation Department and their work on the Games of Texas.

10. 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)

Mayor Nichols reported on BVCOG.

Bryan Woods, City Manager, reported on the upcoming IGC meeting.

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

No future agenda items at this time.

12. Adjournment.

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 9:21 p.m. on Thursday, August 13, 2026.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

August 27, 2026
Item No. 7.2.
Contract for 2026 TAMU Football Post Game Day Traffic Control

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a general services contract with Buyers Barricades Houston, LLC, not to exceed $170,100 for the 2026 TAMU Football Post Game Day Traffic Control.

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

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

Summary: Following each Texas A&M University (TAMU) home football game, Public Works, working with other city departments, manages the deployment of traffic control devices to increase the capacity of roadways, allowing game day traffic to exit efficiently. The Traffic Engineering Division works with the Texas Transportation Institute and TAMU Transportation Services to develop a traffic control plan both on campus and off campus to move traffic away from Kyle Field following each game. This includes closing some roadway access points as well as the addition of contra-flow lanes along FM 2154 (Wellborn Road). This operation requires the deployment of traffic control devices during the game and collection of devices after traffic clears. The city provides all traffic control devices but utilizes contractors for the deployment, using Buyers Barricades Houston, LLC for the past several years.

TAMU is responsible for all traffic control on campus, while the city is responsible for traffic control off campus. A new Interlocal Agreement with TAMU, which replaces the previous agreement approved in September 2021, specifies that both entities will split the cost of the traffic control deployment evenly, with no maximum on either party. The city invoices TAMU after the final home football game each season. Since the total amount of this year's contract is $170,100.00, both TAMU and the City's portion will be $85,050 assuming the full amount is utilized. The interlocal agreement has a five (5) year term, expiring in 2028.

This general services contract was procured through the BuyBoard Purchasing Cooperative.

Budget & Financial Summary: The budget for the deployment of traffic control has been included in both the FY26 and FY27 Street Maintenance budgets.

Attachments:
1. 26300743--KJ (CC 8.27.26)

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300743 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Texas A&M Football Game Day Traffic Control
Deployment and Pick-up (7 Games)

Name of Contractor: Buyers Barricades Houston LLC

CONTRACT TOTAL VALUE: $ 170,100.00 **Grant Funded** Yes ☐ No ■

If yes, what is the grant number: ☐

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

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

BUDGETARY AND FINANCIAL INFORMATION (Include number of bids solicited, number of bids received, funding source, budget vs. actual cost, summary tabulation)
Funding Account: 10010740-5315
BuyBoard Contract #803-26

*(If required)**
CRC Approval Date*: N/A **Council Approval Date*:** 8.27.2026 **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

Emily Fisher _____ 8/11/2026
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

CITY OF COLLEGE STATION
GENERAL SERVICES CONTRACT

This **General Services Contract** ("Contract") is executed by and between the **City of College Station, Texas**, a Texas-Home-Rule Municipal Corporation ("City") and Buyers Barricades Houston LLC ("Contractor"), collectively referred as the Parties, for the following project, Texas A&M Football Game Day Traffic Control Deployment and Pick-Up (7 Games), and pursuant to the promises, representations, warranties, obligations, and consideration herein described, including monetary and non-monetary consideration, the sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

ARTICLE I
PAYMENT, TERM, SPECIAL DEFINITIONS, AND INTERPRETATION

1.1 Consideration. In consideration for the services and work performed in the Scope of Services/Work see **Exhibit A** (Scope of Services or Work) and Contractor's Completion of work in conformity with this Contract, as well as the non-monetary consideration in the form of the Contractor's representations, warranties, promises, and obligations contained in this Contract, the City shall pay the Contractor an amount not to exceed One Hundred Seventy Thousand One Hundred **and** NO**/100 Dollars ($**170,100.00**).**

1.2 Payment Application. Within **seven (7)** calendar days of completion of the services the Contractor will submit its payment application to the City.

1.3 City's Payment and Approval. The City will pay Contractor as shown in **Exhibit B** (Payment Schedule), for the services performed no later than **thirty (30)** calendar days from the date of the City's receipt of the payment application and the City's approval of the services.

1.4 Time is of the Essence. The Contractor must complete all the services described in the Scope of Services/Work by the following dates: December 31, 2026.

1.5 Executed Contract. The "Notice to Proceed" will not be given nor shall any work commence until this Contract is fully executed and all exhibits and other attachments are completely executed and attached to the Contract.

1.6 Special Definitions. Unless specially defined in this Contract, words used in this Contract shall be interpreted according to their common usage or meaning to result in the most reasonable application. Unless otherwise designated, the following special definitions shall apply whether a term or phrase appears in capital letters or in bolded, italicized, or underlined print:

(a) **"Business Day"** means a day other than a Saturday, Sunday, or holiday recognized by the City, and unless described by this Contract as a "Business Day," a "day" herein described shall mean a calendar day.

(b) **"City"** means the City of College Station, Texas, a signing Party to this Contract, including its elected officials, appointed officials, officers, employees, representatives, agents, successors and permitted assigns.

(c) **"City Council" or "Council"** means the City Council of the City of College Station, Texas, the governing body of the City.

(d) **"City Manager"** means the City Manager of the City of College Station, Texas.

(e) **"Contract" or "Agreement"** means this General Services Contract including all attached exhibits approved and executed by the signing Parties.

(f) **"Contractor"** means the Contractor as described above, a signing Party to this Contract, including its directors, officers, members, managers, partners, employees, representatives, agents, subcontractors, successors, and permitted assigns.

(g) **"Contractor Business Records"** means the business records created or maintained by the Contractor (or on its behalf) regarding the performance of this Contract that the City reasonably needs to inspect, copy, and review to determine Contractor compliance with this Contract.

(h) **"Default"** means the conduct, act, or omission by a Party which constitutes a breach or violation of a duty, obligation, representation, or responsibility imposed on that Party by this Contract. Default is synonymous with material default as used in this Contract.

(i) **"Insurance Coverage"** includes not only commercial insurance coverage but also risk pool coverage as allowed by law.

(j) **"Party"** means a signing Party to this Agreement. The signing Parties to this Contract collectively are the City and the Contractor.

(k) **"Project"** means the City's project made the subject of this Contract, as defined by the Scope of Work or Services described in this Contract in **Exhibit A**.

(l) **"Scope of Services or Work"** means the services, goods, and work described in this Contract for the City's Project, as described in **Exhibit A**.

1.7 Interpretation.

(a) Unless otherwise designated in this Contract, the past, present, or future tense shall each include the other, the masculine or feminine gender shall each include the other, and the singular and plural number shall each include the other where necessary for a correct meaning.

(b) All statements made in the preamble and preliminary recitals of this Contract and all attached documents are incorporated by reference. The following documents

are attached to this Contract as exhibits: **Exhibit A** – Scope of Services/Work; **Exhibit B** – Payment Schedule; and **Exhibit C** – Certificates of Insurance.

ARTICLE II
CHANGE ORDER

2.1 Changes will not be made, nor will invoices for changes, alterations, modifications, deviations, or extra work or services be recognized or paid, except upon the prior written order from authorized personnel of the City. The Contractor will not execute change orders on behalf of the City or otherwise alter the financial scope of the services except in the event of a duly authorized change order approved by the City as provided in this Contract.

(a) **City Manager Approval.** When the original Contract amount plus all change orders is $50,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than $50,000. A change order resulting in a revised Contract amount exceeding $50,000 may be subject to additional statutory requirements as applicable; and

When the original Contract plus all change orders is greater than $50,000 but less than $100,000, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than $100,000. For such contracts, when a change order results in a total Contract amount that exceeds $100,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount; and

(b) **City Council Approval.** When the original contract amount plus all change orders is greater than $100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed $50,000. For such contracts, when a change order exceeds $50,000, the City Council of the City must approve such change order prior to commencement of the services or work. The sum of all change orders may not exceed 25% of the original contract amount.

(c) **Increase in Scope.** Any request by the Contractor for an increase in the Scope of Services/Work and an increase in the amount listed in Article I of this Contract shall be made and approved by the City prior to the Contractor providing such services or work or the right to payment for such additional services or work shall be waived.

(d) **Dispute.** If there is a dispute between the Contractor and the City respecting any service or work provided or to be provided hereunder by the Contractor, including a dispute as to whether such service or work is additional to the Scope of Services or Work included in this Contract, the Contractor agrees to continue providing on

a timely basis all services or work to be provided by the Contractor hereunder, including any service as to which there is a dispute.

ARTICLE III
INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.1 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services or Work. The Contractor shall be solely responsible for and have control over the means, methods, techniques and procedures, and for coordination of all portions of the work or services. Unless otherwise provided in the Contract, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the work or services. In addition, at the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the work or services required by the Contract or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. The City will not control the manner or the means of the Contractor's performance but shall be entitled to a work product as in the Scope of Services or Work. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

3.2 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact with Contractor for performance of work or services on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work or services on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV
INSURANCE

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

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

4.3 Types. Contractor shall acquire and maintain for Contract duration the following types of insurance:

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

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

(a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and delivered to the City in a timely manner according to this instrument.
(b) Certificates of Insurance and endorsements shall be furnished and delivered to the City on the most current State of Texas Department of Insurance-approved forms to the City's Representative no later than 3 days before this instrument is submitted for final approval and execution by the City; shall be attached to this Contract as **Exhibit C**; and shall be approved by the City before work begins.
(c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Agreement. Deductibles shall be listed on the Certificate of Insurance and are acceptable on a per-occurrence basis only.
(d) The City will accept only licensed Insurance Carriers authorized to do business in the State of Texas.
(e) The City will not accept "claims made" policies.
(f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

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

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

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

(a) Business Automobile Liability insurance shall be written by a carrier rated "A:VIII" or better under the current A. M. Best Key Rating Guide.

(b) Policies shall contain an endorsement listing the City as Additional Insured and further providing "primary and non-contributory" language with regard to self-insurance or any insurance the City may have or obtain.

(c) Combined Single Limit of Liability not less than $1,000,000 per occurrence for death, bodily injury, and property damage.

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

(e) The coverage shall include any autos, owned autos, leased or rented autos, non-owned autos, and hired autos operated by the Contractor on (i) City property, (ii) the job or work site associated with or related to the business purpose or Scope of Services/Work described by this Contract, (iii) any other property or road in performance of this contract.

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

(a) Employer's Liability minimum limits of liability not less than $1,000,000 for each accident/each disease/each employee are required;

(b) "Texas Waiver of Our Right to Recover From Others Endorsement, WC 42 03 04" shall be included in this policy; and

(c) TEXAS must appear in Item 3A of the Workers' Compensation coverage or Item 3C must contain the following: "All States except those named in Item 3A and the States of NV, ND, OH, WA, WV, and WY".

ARTICLE V
INDEMNIFICATION AND RELEASE

5.1 Indemnification. The Contractor shall indemnify, hold harmless, and defend the City, its Council members, officials, officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorneys' fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work or services done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

5.2 Release. The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its Council members,

officials, officers, agents, volunteers, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party. There shall be no additional release other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE VI
GENERAL TERMS

6.1 Performance. Contractor, its officers, employees, associates, representatives, agents, subcontractors, successors, permitted assigns and other representatives expressly warrant and represent that they shall perform all the work and services described in the Scope of Services or Work in a good, workmanlike, and professional manner and in accordance with this Contract, and all applicable laws, codes, and regulations. Contractor and its aforesaid representatives shall be fully qualified and competent to perform the work or services. Contractor shall undertake and complete the work or services in a timely manner.

6.2 Termination.

(a) Termination for Convenience. The City may terminate the Project and this Contract, at any time, for convenience. In the event of such termination the City will notify the Contractor in writing and the Contractor shall cease work immediately. Contractor shall be compensated for the work and services performed provided Contractor is not in default of this Contract. Should the City terminate this Contract for convenience, the City shall pay Contractor for the work and services performed and expenses incurred before the date of termination, provided the Contractor is not in default of this contract.

(b) This **Contract** also may be terminated: **(a)** by the City upon a default committed by the Contractor; **(b)** by a subsequent written termination Contract executed with the mutual consent of the contracting Parties; and **(c)** at the conclusion of the Contract term, unless the Contract term is extended by a written amended Contract executed with the mutual consent of the contracting Parties as herein required.

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

6.4 Amendment. This Contract may only be amended by written instrument approved and executed by the Parties.

6.5 Taxes. The City is exempt from payment of state and local sales and use taxes on labor and materials incorporated into the project made the basis of this Contract. If necessary, it is the Contractor's responsibility to obtain a sales tax permit, resale certificate, and exemption certificate that shall enable the Contractor to buy any materials to be incorporated into the project and then resell the aforementioned materials to the City without paying the tax on the materials at the time of purchase.

6.6 Compliance with Laws. The Contractor will comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA) regarding the Contractor's performance, operations and activities pursuant to this Contract. The Contractor may not knowingly obtain the labor or services of an undocumented worker. The Contractor, not the City, must verify eligibility for employment as required by IRCA. Nothing in this Contract shall be construed to alter or affect the obligation of the Contractor to comply with any applicable federal or Texas statute, rule, or regulation, and any applicable local ordinance, rule, or regulation regarding the performance of this Contract or the Contractor's operations and activities regarding the project made the subject of this Contract, and further, the parties would show that prior to the approval of this Contract by the City, the Contractor has submitted to the City: (a) a properly executed Form CIQ/Conflicts of Interest Questionnaire pursuant to Chapter 176 of the Texas Local Government Code; and (b) a properly executed Form 1295/Texas Ethics Commission Certificate of Interested Parties pursuant to Section 2252.908 of the Texas Government Code.

6.7 Waiver of Terms. No waiver or deferral by either Party of any term or condition of this Contract shall be deemed or construed to be a waiver or deferral of any other term or condition or subsequent waiver or deferral of the same term or condition. Also, no waiver of a default occurs if a non-defaulting Party fails to immediately declare a default or delays in taking any action regarding a default committed by a defaulting Party.

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

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

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

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

6.12 Agree to Terms. The parties state that they have read the terms and conditions of this Contract and agree to the terms and conditions contained in this Contract.

6.13 Effective Date. This Contract goes into effect when duly approved by all the parties hereto. The Effective Date is the date the last signing Party executes this Contract.

6.14 Notice. Any official notice under this Contract will be sent to the following addresses:

CITY OF COLLEGE STATION
Attn: Randell Smith
PO BOX 9960
1101 Texas Ave
College Station, TX 77842
rjsmith@cstx.gov

BUYERS BARRICADES HOUSTON LLC
Attn: Michael Cooper
PO BOX 95587
Grapevine, TX 76099-9709
michael@buyersbarricades.com

6.15 Governmental Immunity. This Contract is subject to the proper application of the doctrine of governmental immunity.

6.16 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity, and further, copies of this complete and fully executed Contract (including copies of signatures) shall have the same force and effect as an original.

6.17 Exhibits. All exhibits to this Contract are incorporated and made part of this Contract for all purposes.

6.18 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

(a) **Boycott Israel.** If this Contract is for goods and services subject to § 2271.002 Texas Government Code, Contractor verifies that it (i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;

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

(c) **Boycott Energy Companies.** Subject to § 2276.002 Texas Government Code Contractor herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

6.19 Fraud Reporting. To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at

VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

6.20 Default.

(a) The City may declare a Default of this Contract if the Contractor commits a Default of this Contract and fails to cure the default during an authorized cure period as herein described.

(b) If the City declares a Default of this Contract, it is agreed that the City may modify or terminate this Contract, and the City, in such event, shall be entitled to pursue all remedies allowed or authorized by law, equity, or this Contract.

(c) The City shall notify the Contractor of a Default in writing, and the Parties agree as follows: **(i)** the default notice shall specify and reasonably explain the basis for the declaration of default; **(ii)** regarding an authorized opportunity to cure, the Contractor shall have 10days from the receipt of the default notice to cure the default; **(iii)** where fulfillment of any obligation requires more than 10 days, the Contractor's performance shall be commenced within 10 days after the default notice receipt and such performance shall be diligently continued until the default is cured; and **(iv)** however, if such default cannot be cured, or cannot be cured within 45 days from the date of the default notice receipt, the Contractor shall be liable for and will promptly perform under this Contract and pay to the City within 60 days from receipt of the default notice all amounts due the City for the default as described in this Contract.

(d) Should a Default be committed by the Contractor, the City may pursue and recover all remedies authorized by law, equity or this Contract, including: **(i)** termination of this Contract; **(ii)** litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; **(iii)** equitable relief or extraordinary relief, including all authorized injunction, specific performance, and mandamus relief; and **(iv)** all authorized remedies for the **(a)** recovery of all accrued monetary amounts due the City but not paid by the Contractor to the City under this Contract, and **(b)** recovery of the City's reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the City as allowed by law.

(e) Should a Default be committed by the City, the Contractor may pursue and recover all remedies authorized by law, equity, or this Contract, including: **(i)** termination of this Contract; **(ii)** litigation (with or without a trial by jury) including all authorized causes of action, claims, and damages; **(iii)** equitable relief, specific performance, or extraordinary relief, including all authorized injunction and mandamus relief; and **(iv)** recovery of the reasonably incurred attorney's fees, reimbursement amounts, and other expenses, costs, interest, offsets, and credits due the Contractor as allowed by law.

6.21 Alternative Dispute Resolution. No suit shall be filed by a Party regarding a dispute arising under or related to this Contract unless the Parties first attempt to submit the dispute to

mediation pursuant to Chapter 2009 of the Texas Government Code and Chapter 154 of the Texas Civil Practice and Remedies Code. Notwithstanding anything to the contrary stated in this Contract, however, a Party may file suit solely for injunction or mandamus relief regarding an aforesaid dispute without first submitting that dispute to mediation. The mediation shall be held in Brazos County, Texas, within 30 days of a Party sending notice to the other Party requesting mediation, unless otherwise agreed in writing by the Parties. Each Party shall pay its own expenses incurred for the mediation, including attorney fees, mediator fees, and travel expenses. The mediator shall be selected by the Parties' agreement; however, should they fail to agree on a mediator, the dispute shall be submitted to the following public institution for assignment of a mediator and the holding of the mediation at that institution: Aggie Dispute Resolution Program, Texas A&M University School of Law, 1515 Commerce Street, Fort Worth, Texas 76102-6509, (800) 733-9529.

List of Exhibits

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

BUYERS BARRICADES HOUSTON LLC

By: Michael Cooper
Title: Project Manager

Printed Name: Michael Cooper
Date: 8/11/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES/WORK

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

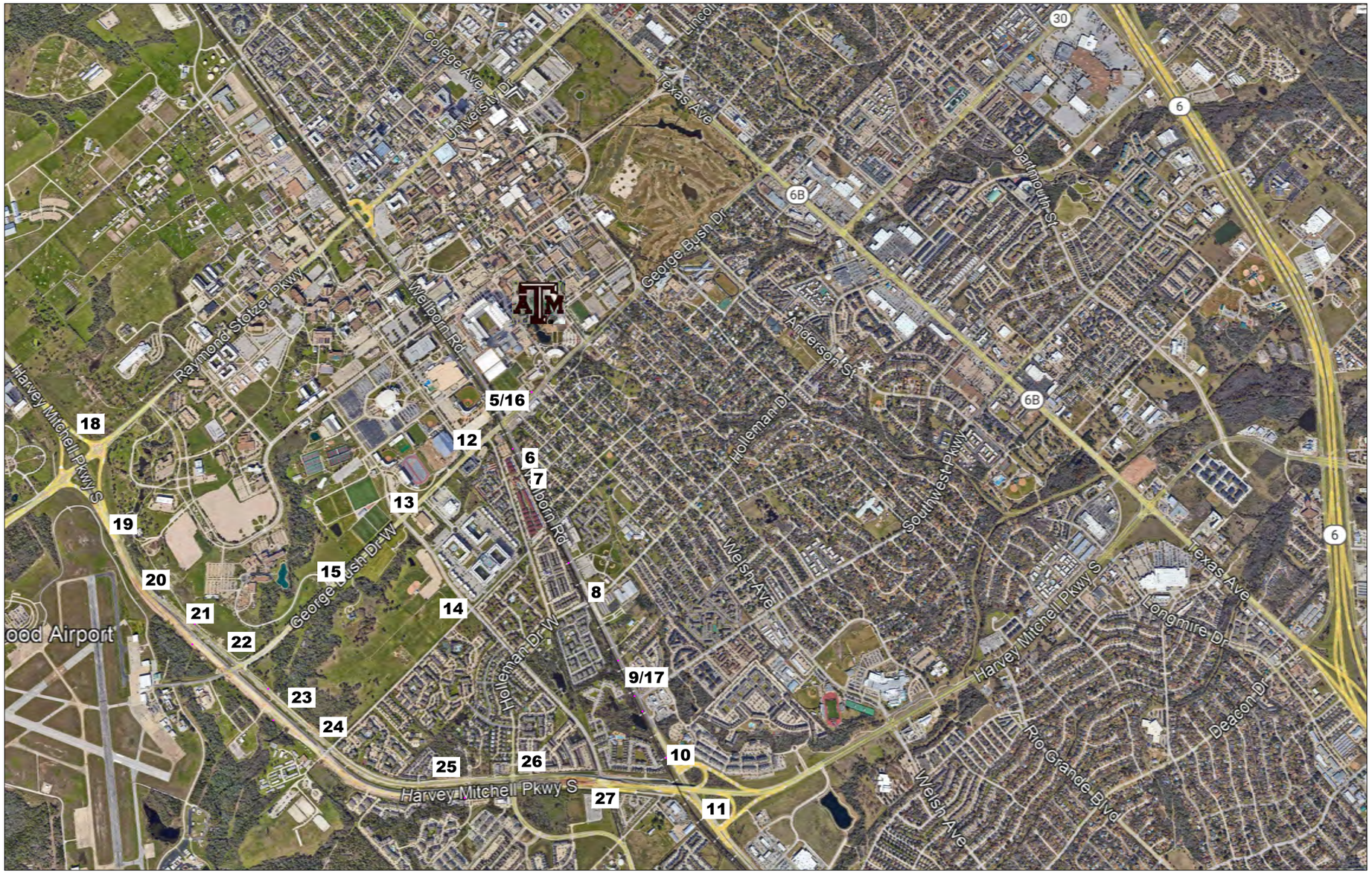
This contract is for deploying and removing traffic devices at the locations specified in the Traffic Control Plan as well as returning the devices to the Public Works Operations Center. Signs, barricades and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.

See attached Texas A&M Football Post Game Traffic Control Plan as part of Exhibit A.

Reference BuyBoard Contract # 803-26

Texas A&M Aggies Football Home Games Schedule

Sep 5 Sat · 6:00pm	**Missouri State Bears at Texas A&M Aggies Football** Kyle Field · College Station, TX
Sep 12 Sat · 11:00am	**Arizona State Sun Devils at Texas A&M Aggies Football** Kyle Field · College Station, TX
Sep 19 Sat · 2:30pm	**Kentucky Wildcats at Texas A&M Aggies Football** Kyle Field · College Station, TX
Oct 3 Sat · TBD	**Arkansas Razorbacks at Texas A&M Aggies Football** Kyle Field · College Station, TX
Oct 17 Sat · 12:00pm	**The Citadel Bulldogs at Texas A&M Aggies Football** Kyle Field · College Station, TX
Nov 14 Sat · TBD	**Tennessee Volunteers at Texas A&M Aggies Football** Kyle Field · College Station, TX
Nov 27 Fri · 6:30pm	**Texas Longhorns at Texas A&M Aggies Football** Kyle Field · College Station, TX



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26. Holleman Dr & FM 2818
27. Jones Buttler Rd & FM 2818
28. Message Boards & Itinerary
29.- 44. TXDOT Standard Details

Texas A&M Football Post Game Traffic Control Plan

2026

KYLE FIELD GAME DAY - DRAFT SET - FOR PRICING PURPOSES ONLY

In partnership between:

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

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER
RANDELL J. SMITH, PE 7.23.2025

SHEET 1

GENERAL NOTES:

1. Necessary Operational Procedures:
   a. Premark locations of traffic control devices with water based paint and maintain as needed. It is anticipated that most markings will not need to be remarked.
   b. Traffic control devices included in this contract shall be picked up at the Public Works Operations Center on King Cole Drive before each TAMU football game. Pick-up times shall be coordinated with the Streets Manager or their designee.
   c. Traffic control devices shall be deployed in accordance with the provided Deployment Plan. Any modifications to the plan must be discussed in advance and approved by the City.
   d. Traffic control devices included in the plans may be staged, but not deployed until the start of the second quarter of the football game. This means that devices shall not be placed in the roadway and signs shall not be visible to traffic until the aforementioned times.
   e. Set-up cones, panels, and barricades in accordance with Traffic Control Plan.
   f. Set-up temporary signs called out in the Traffic Control Plan.
   g. Traffic control devices to be placed in a signalized intersection are to be placed per the plans once the traffic signal is in a flashing operation or a City of College Station representative provides direction to do so. The intersections of George Bush/Wellborn Road, George Bush/Olsen Blvd and FM 2818/Holleman Drive shall not have traffic control devices placed in the intersection until a College Station Police Officer arrives and provides the direction to do so.
   h. All temporary traffic control devices shall remain in place and maintained by the contractor until notified by a College Station representative, typically the College Station Police Officer in charge of the post football game traffic operations. It is anticipated that removal of the devices will begin 2 hours after the football game ends; however, this is an estimate for informational purposes only and does not restrict or limit the City of College Station representative's decision regarding the duration of the post football game traffic operations.
   i. All temporary traffic control devices will be removed when instructed in an orderly manner in accordance with the provided Removal Plan. Any modifications to the plan must be discussed in advance and approved by the City.
   j. All traffic control devices included in this contract shall be picked up and returned to the Public Works Operations Center on William King Cole Drive after each TAMU football game. Drop-off times shall be coordinated with the Streets Manager or their designee.
2. All traffic control signs and devices shall be placed and installed in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and TxDOT Traffic Engineering Standard Sheets for Barricade and Construction Standards. Sign Designs sheet shows the design formation for the Dual Right Turn sign, Left and Right Only sign, Bus Only Lane sign, Right Turn Only sign and U Turn sign.
3. Any variations to the traffic control plan shall be approved by the City Traffic Engineer or their designee.
4. Contractor shall provide at least limited access to all businesses and residences along roadway at all times.
5. Unless specified elsewhere in the plans, all signs shall be the standard size for conventional roads, per the TMUTCD.
6. All Portable Changeable Message Signs (PCMS) will be deployed, activated, deactivated, and returned to the Public Works Operations Center by Public Works employees. These plans do not include the need of the contractor's forces to assist or be responsible for the PCMS.
7. Contractor will be required to provide radios to communicate with personnel as well as with the City.
8. Contractor shall follow the provided plan unless directed otherwise by the Incident Commander, Streets Manager, or City Traffic Engineer.
9. Contractor shall stage vehicles in locations specified in the plans or as directed by the City during the pre-deployment meeting.

DEPLOYMENT PLAN:

West Luther @ FM 2818 (half time)

- Close left turn lane NB FM 2818

West Luther @ Penberthy

- Close NB Penberthy at West Luther at the start of the 3rd quarter

Penberthy @ Lot 63 driveway

- Close NB Penberthy at at the start of 3rd quarter

FM 2818 @ Stotzer Parkway (half time)

- Close northbound exit ramp to Stotzer (if needed - this is a game to game decision)
- Close ramp from WB Stotzer to SB FM 2818 (if needed - this is a game to game decision)

~~FM 2818 @ Holleman South~~ PD no longer doing so after FM 2818 construction.

~~All traffic control devices will be placed at the beginning of the 4th quarter with officers onsite~~

Wellborn Rd. @ University (half time)

- Close exit ramp from eastbound University.
- Close exit ramp from northbound Wellborn to eastbound University
- Close left turn lane from southbound Wellborn to eastbound University

Wellborn Road

Start placing traffic control devices on Wellborn Rd. at FM 2818 going north at the beginning of the 2nd quarter. All devices are to be deployed and ready for operation when traffic control at George Bush/Wellborn Road is activated and officers are ready to move traffic.

Holleman @ Wellborn

Stage all traffic control devices and wait until the Wellborn Contraflow is fully deployed.

George Bush Drive

The details below are designed to allow transit operations to continue during all portions of the deployment operation; the order and timing of intersection closing is important.

STATE OF TEXAS
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PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

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

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

GENERAL NOTES
&
DEPLOYMENT PLAN

SHEET NO.
2A

DEPLOYMENT PLAN (Cont.)

Median Openings of George Bush between Olsen Blvd and Barbara Bush Drive

- Median openings at Barbara Bush and the Pearce Pavilion can be closed at half time.
- Median opening at Reed House can be closed just before Penberthy closure

George Bush @ FM 2818

Stage all traffic control devices and wait until 4th quarter to close off intersection. Stage all traffic control devices at Penberthy, Olsen and Marion Pugh intersections and wait until the aforementioned time. City of College Station Public Works, in coordination with Texas A&M Transportation will make decision to deploy remaining George Bush traffic control and George Bush/Wellborn intersection. When decision is made:

1. Close George Bush @ FM 2818
2. Close George Bush median opening at Reed House
3. Close Olsen Blvd - set up dual right turn from southbound Olsen to westbound George Bush; allow any westbound George Bush traffic to proceed west. Officers must be at the Olsen and Marion Pugh intersections before being closed.
4. Set up Marion Pugh intersection and two-way flow to Callaway House
    a. Texas A&M Transit will continue normal operations until beginning of Step 5; buses will wait in westbound George Bush curb lane
5. George Bush @ Penberthy
    - Close Penberthy median opening.
6. Begin George Bush contraflow operations - VIP traffic (only) allowed across railroad tracks on westbound George Bush and moves to eastbound Bush Drive roadway at Olsen Blvd intersection.

George Bush @ Wellborn Rd.

Stage all traffic control devices and wait until 4th quarter. Officers must be at the intersection before closing. City of College Station Public Works, in coordination with Texas A&M Transportation will make decision to deploy George Bush/Wellborn intersection traffic control. As noted by the arrow on the plan sheet, there will be eastbound and westbound bus only lanes along George Bush Drive. The eastbound bus only lane will cross between the cones used to delineate the southbound Wellborn Road travel lanes through the intersection. The two cones on either side of the eastbound bus only lane need to be spaced 10 ft apart. The remainder of the cones are to be spaced per the plan sheet. Center of George Bush median to be closed at halftime, close everything along the center of George Bush Dr. Penberthy intersection will be the exception, and left open.

REMOVAL PLAN

While it is not required, it is anticipated that 3 to 4 crews will be needed to quickly pick up the traffic control devices. Below is the plan for picking up the traffic control devices. Alternatives for more efficient methods of picking up the traffic control devices must be submitted to the City for approval. However, the pick-up of the traffic control devices does not start until the City of College Station representative provides the instruction to do so. A contractor representative should be with the College Station representative, or at least be available by radio to receive the go ahead to begin the pickup process.

Crew #1

A crew should start picking up the traffic control devices at the Wellborn Road and University Drive intersection, then travel to the Stotzer Blvd/FM 2818 interchange to pick up grabber cones at the westbound to southbound FM 2818 . Then, work down to the northbound FM 2818 exit ramp to FM 60 and pick up the devices. After this area has been picked up, the crew can pick up the traffic control devices at the FM 2818/Luther intersection followed by the Luther/Penberthy intersection. The crew should continue north on Penberthy picking up the traffic control devices along the way. If needed, this crew can assist Crew #3 in picking up the devices along George Bush, but only after Crew #3 arrives at the George Bush/Penberthy intersection.

Crew #2&3

Two crews should be ready to start picking up the traffic control devices at the Wellborn Road and George Bush intersection because you will need to be able to clear the intersection within 7 minutes after receiving the go ahead from the College Station representative at the intersection. The crew will remove the traffic control devices on the north intersection leg. Then College Station Police Officers will shut down the intersection by stopping all traffic approaching the intersection. The crews will have 2 minutes to pick up the devices between the two southbound travel lanes through the intersection and on the south leg. After this, the southbound traffic will be released to proceed through the intersection toward FM 2818. During the time between minutes 2 and 7, Crew #2 will finish picking up the traffic control devices in the intersection. Crew #2 will then move to the east side of the intersection while officers allow Bush traffic to turn from westbound to southbound for a few minutes. Crew #2 will then pick up devices on east side of intersection while officers hold George Bush traffic. Crew #3 begins picking up the traffic control devices on the west leg of George Bush between Wellborn Road and Olsen Drive (Crew 3 needs to be positioned on George Bush, west of Wellborn Road and out of the intersection before the 2 minutes have expired). **Note, the barricades at the track for westbound traffic shall stay in place until all of the traffic control devices between Wellborn Road and Olsen Drive have been picked up - a member of Crew #3 can circle back to pick up these devices before rejoining the crew to pick up the remaining traffic control devices on George Bush Drive.**

Crew #2

Will continue picking up the devices on Wellborn Road toward FM 2818. Once this crew is south of the Bush/Wellborn intersection (at the end of 7 minutes), the traffic on George Bush will be released and allowed to turn onto southbound Wellborn Road toward FM 2818 and signals will return to normal operation.

Crew #3

Will then drive west in the eastbound lanes (counter flow) and remove traffic control at Penberthy/George Bush intersection. Crew #3 will continue westbound in the eastbound lanes and remove traffic control at Reed House and Barbara Bush median opening. Crew #3 will continue west in the eastbound George Bush lanes (still traveling counter to the George Bush/FM 2818 intersection and remove devices. Crew #3 will return eastbound in the (now open) eastbound lanes to pick up traffic control at the Pearce Pavilion median.

Crew #4

This crew should start on the east side of the Wellborn Road and Holleman intersection picking up the traffic control devices and move to the west side. They will then travel to the FM 2818/Holleman Drive intersection to pick up the traffic control devices there.

STATE OF TEXAS
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110317
LICENSED
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RANDELL J. SMITH, PE 7.23.2025

CITY OF COLLEGE STATION
Home of Texas A&M University

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

DEPLOYMENT PLAN (Cont.)
&
REMOVAL PLAN

SHEET NO.
2B

ITEM 502
BARRICADES, SIGNS, TRAFFIC HANDLING AND MOBILIZATION

502.1. Description.Provide, install,move,replace, maintain, clean, and remove upon completion of the post special event traffic control effort as established by a City of College Station representative all barricades, signs, cones, lights, and other traffic control devices used for traffic handling as indicated on the plans and as directed. Mobilization costs (i.e.,the movement of personnel,equipment,and supplies to and from the project or the vicinity of the project site to begin work or complete work on Contract Items) and attendance to a debriefing meeting during the week following each TAMU football game will be considered subsidiary to this item.

502.2. Construction. Provide traffic control devices that conform to details shown on the plans, the TMUTCD, and the Compliant Work Zone Traffic Control Device List (CWZTCDL) maintained by the Texas Department of Transportation Traffic Operations Division.

A. Implementation. Before beginning work,designate in writing a Contractor's Responsible Person (CRP) to be the representative of the Contractor who is responsible for taking or directing corrective measures of installation and maintenance deficiencies as soon as possible. The CRP must be accessible by phone, on site during the special event, and able to respond to emergencies 24 hours per day during the event. Follow the traffic control plan (TCP) and install traffic control devices as shown on the plans and as directed. Install traffic control devices straight and plumb.Do not make changes to the location of any device or implement any other changes to the TCP without the approval of the City of College Station representative. Minor adjustments to meet field constructability and visibility are allowed. Submit Contractor-proposed TCP changes, signed and sea led by a licensed professional engineer, to the Engineer for approval. The Engineer may develop,sign, and seal Contractor-proposed changes. Changes must conform to guidelines established in the TMUTCD using approved products from the CWZTCDL. Maintain traffic control devices by taking corrective action as soon as possible. Corrective action includes but is not limited to cleaning,replacing,straightening,covering,or removing devices. Maintain the devices such that they are properly positioned, spaced, and legible,and that retroreflective characteristics meet requirements during darkness and rain.

B. Flaggers. Provide a Contractor representative who has been certified as a flagging instructor through courses offered by the Texas Engineering Extension Service, the American Traffic Safety Services Association, the National Safety Council,or other approved organizations,if flagging operations are necessary or required.Provide the certificate indicating course completion when requested. This representative is responsible for training and assuring that all flaggers are qualified to perform flagging duties. A qualified flagger must be independently certified by one of the organizations listed above or trained by the Contractor's certified flagging instructor. Provide the Engineer with a current list of qualified flaggers before beginning flagging activities. Use only flaggers on the qualified list. Flaggers must be courteous and able to effectively communicate with the public. When directing traffic, flaggers must use standard attire, flags,signs, and signals and follow the flagging procedures set forth in the TMUTCD.

C. Removal. Upon completion of the post special event traffic control effort as established by a City of College Station representative, remove all barricades, signs, cones, lights, and other traffic control devices used for work-zone traffic handling,unless otherwise shown on the plans.

502.1. Measurement. This Item will be measured by the lump sum for each special event.

502.2. Payment. The work performed and materials furnished in accordance with this Item and measured as provided under "Measurement" will be paid for at the unit price bid for "Barricades,Signs,and Traffic Handling" for the date of the specified special event. This price is full compensation for installation, maintenance, adjustments, replacements, removal, materials, equipment, labor, tools, incidentals, and mobilization needed for the individually specified special event.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER
RANDELL J. SMITH, PE 7.23.2025

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

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

SPECIFICATIONS

SHEET NO.
3

CITY OF COLLEGE STATION

Home of Texas A&M University®

Game Day Traffic Control

Wellborn Road and University Drive

Legend/Supply Totals

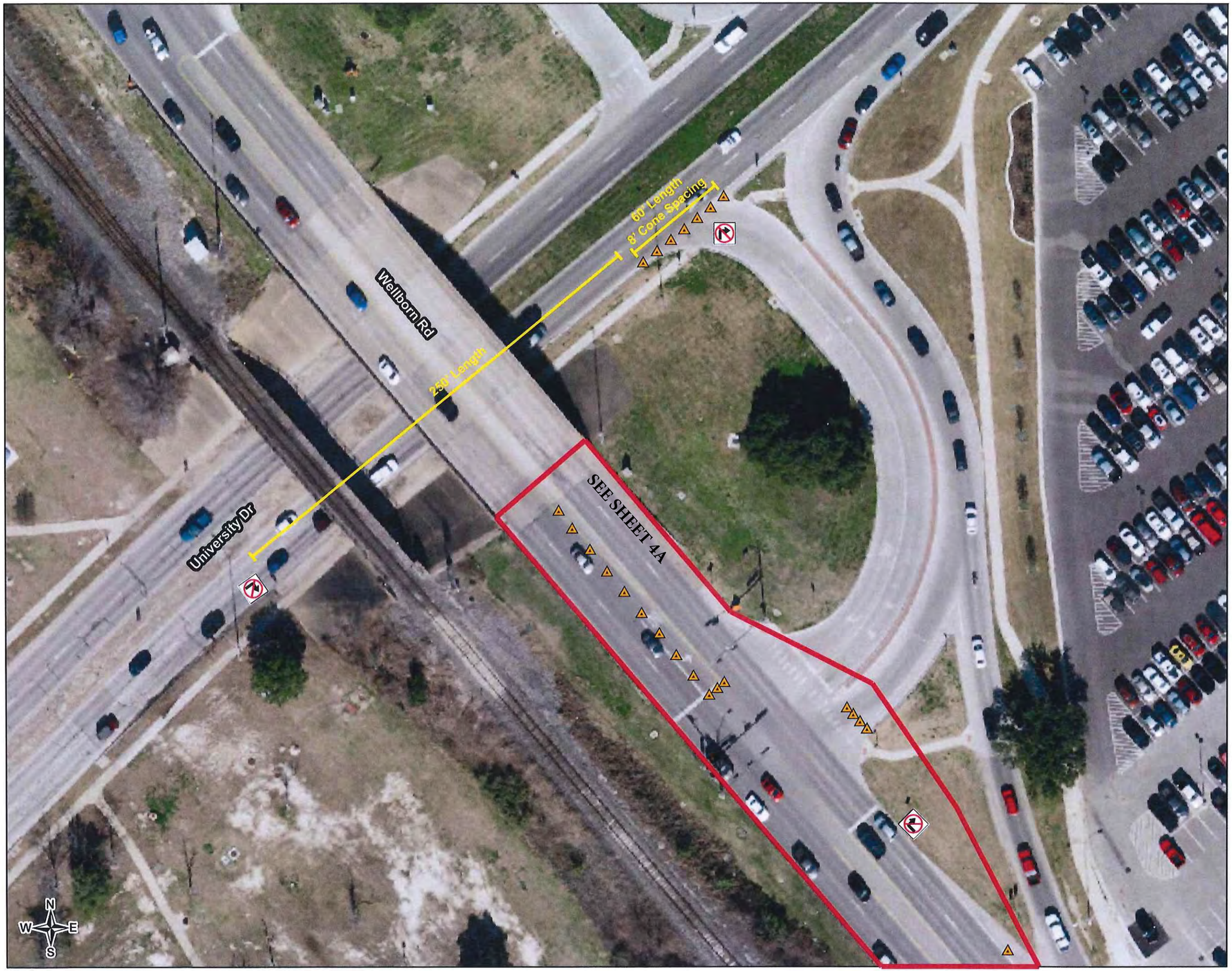
- 50 x Cones
- 2 x No Right Turn Sign w/ Temporary Support
- 1 x No Left Turn Sign

Sheet 4-A

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 8.22.2023

NOTE: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.



CITY OF COLLEGE STATION

Home of Texas A&M University®

Game Day Traffic Control

Wellborn Road and University Drive

Legend/Supply Totals

- 7 x Cones
- 2 x No Right Turn Sign w/ Temporary Support

Sheet 4-B

STATE OF TEXAS
RANDELL J. SMITH
110317
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PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 8.22.2023

NOTE: All signs and cones seen within this boundary are shown on Sheet 4-A.

NOTE: Signs, barricades, and other traffic control devices shall be installed per the Texas Manual on Uniform Traffic Control Devices or as indicated on the Texas Department of Transportation standard sheets, if applicable.

Modification 1: See Sheet 16

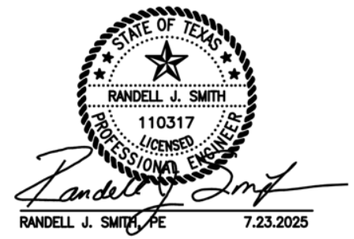
WELLBORN RD. At George Bush

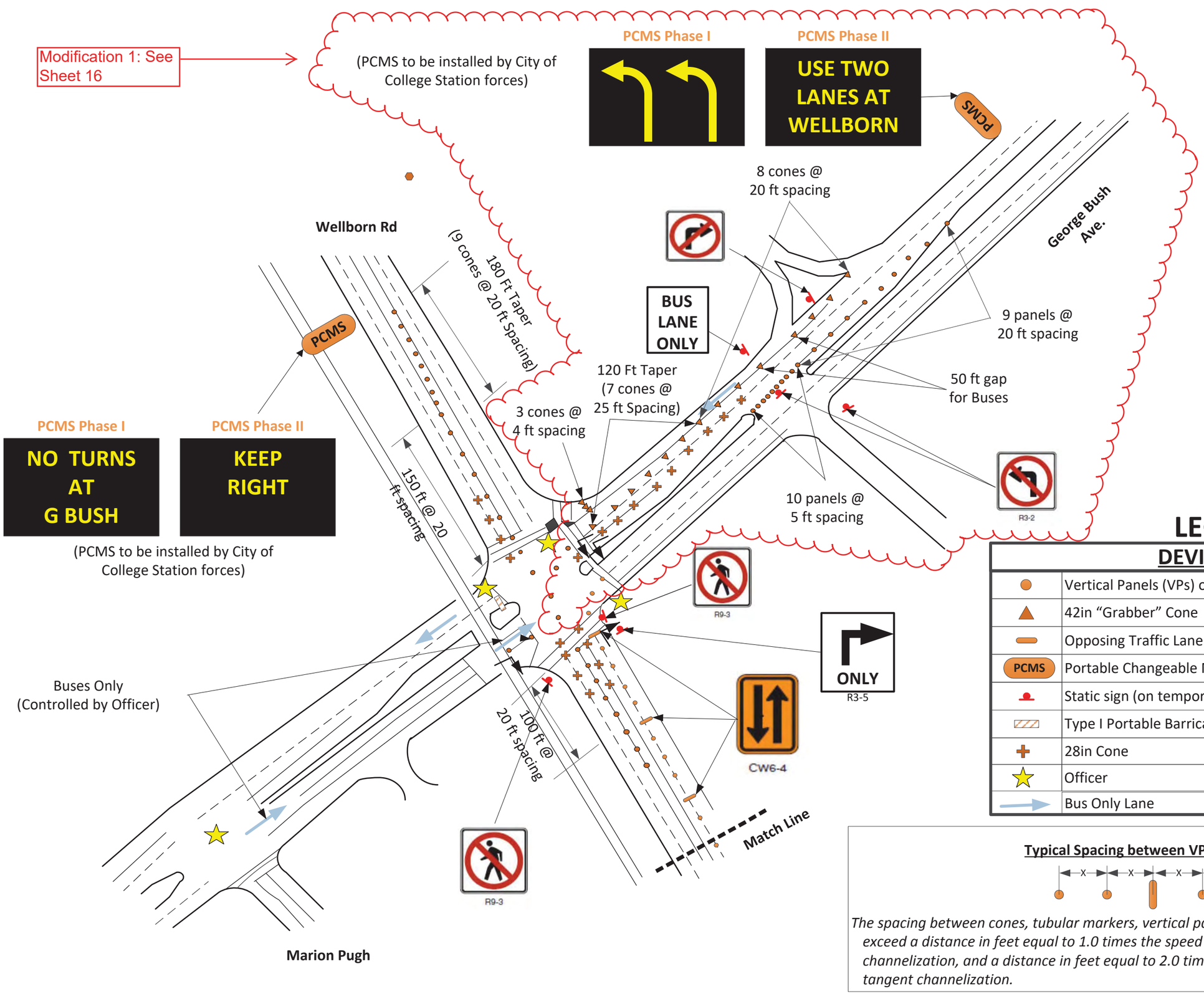
N

APPROX. SCALE

50 ft

SHEET 5

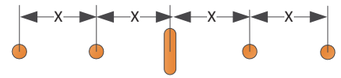




LEGEND

DEVICE		QNTY
●	Vertical Panels (VPs) or 42in "Grabber" Cone	55
▲	42in "Grabber" Cone	20
▬	Opposing Traffic Lane Dividers (OTLDs)	4
PCMS	Portable Changeable Message Signs (PCMS)	2
● ▬	Static sign (on temporary support)	8
▨	Type I Portable Barricade	4
+	28in Cone	22
★	Officer	4
→	Bus Only Lane	

Typical Spacing between VPs and OTLDs



The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

WELLBORN RD.
At Fidelity

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

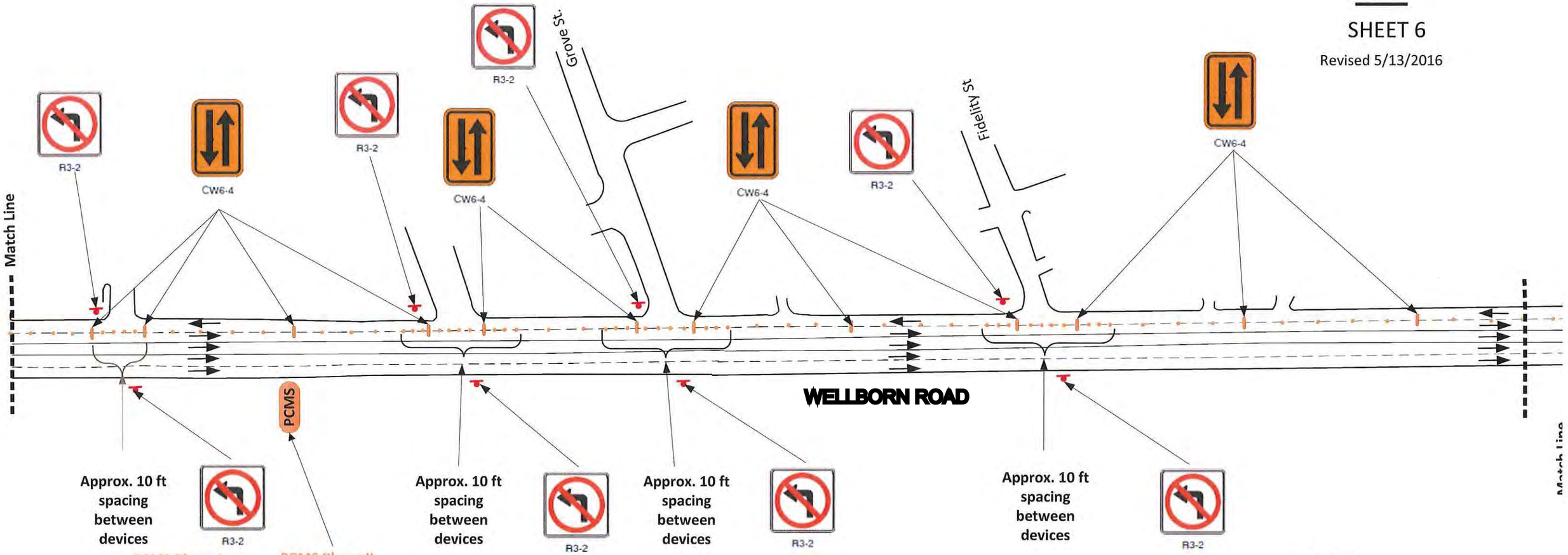
RANDELL J. SMITH, PE 8.22.2023

APPROX. SCALE

50 ft

SHEET 6

Revised 5/13/2016



Approx. 10 ft spacing between devices

R3-2

Approx. 10 ft spacing between devices

R3-2

Approx. 10 ft spacing between devices

R3-2

Approx. 10 ft spacing between devices

R3-2

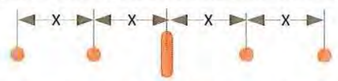
PCMS Phase I

PCMS Phase II

USE FOUR LANES

(PCMS to be installed by City of College Station forces)

Typical Spacing between VPs and OTLDs



The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

LEGEND

DEVICE		QNTY
●	Vertical Panels (VPs) or 42in "Grabber" Cone	63
▲	42in "Grabber" Cone	-
▬	Opposing Traffic Lane Dividers (OTLDs)	12
PCMS	Portable Changeable Message Signs (PCMS)	1
●	Static sign (on temporary support)	8
▨	Type III Portable Barricade	-

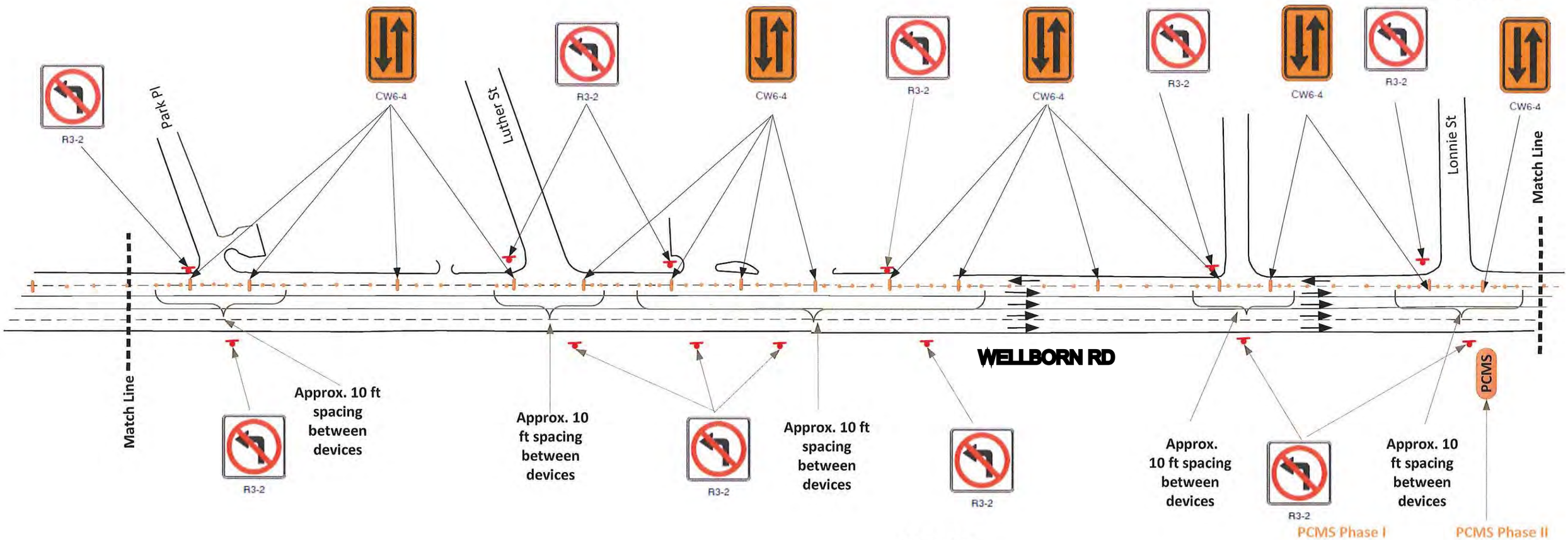
WELLBORN RD.
At Luther St.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 8.22.2023

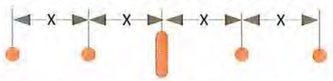
APPROX. SCALE
50 ft

SHEET 7
Revised 5/13/2016



(PCMS to be installed by City of College Station forces)

Typical Spacing between VPs and OTLDs



The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

LEGEND

DEVICE		QNTY
●	Vertical Panels (VPs) or 42in "Grabber" Cone	75
▲	42in "Grabber" Cone	-
▬	Opposing Traffic Lane Dividers (OTLDs)	15
PCMS	Portable Changeable Message Signs (PCMS)	1
●	Static sign (on temporary support)	13
▨	Type III Portable Barricade	-

WELLBORN RD.
At Holleman Dr.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

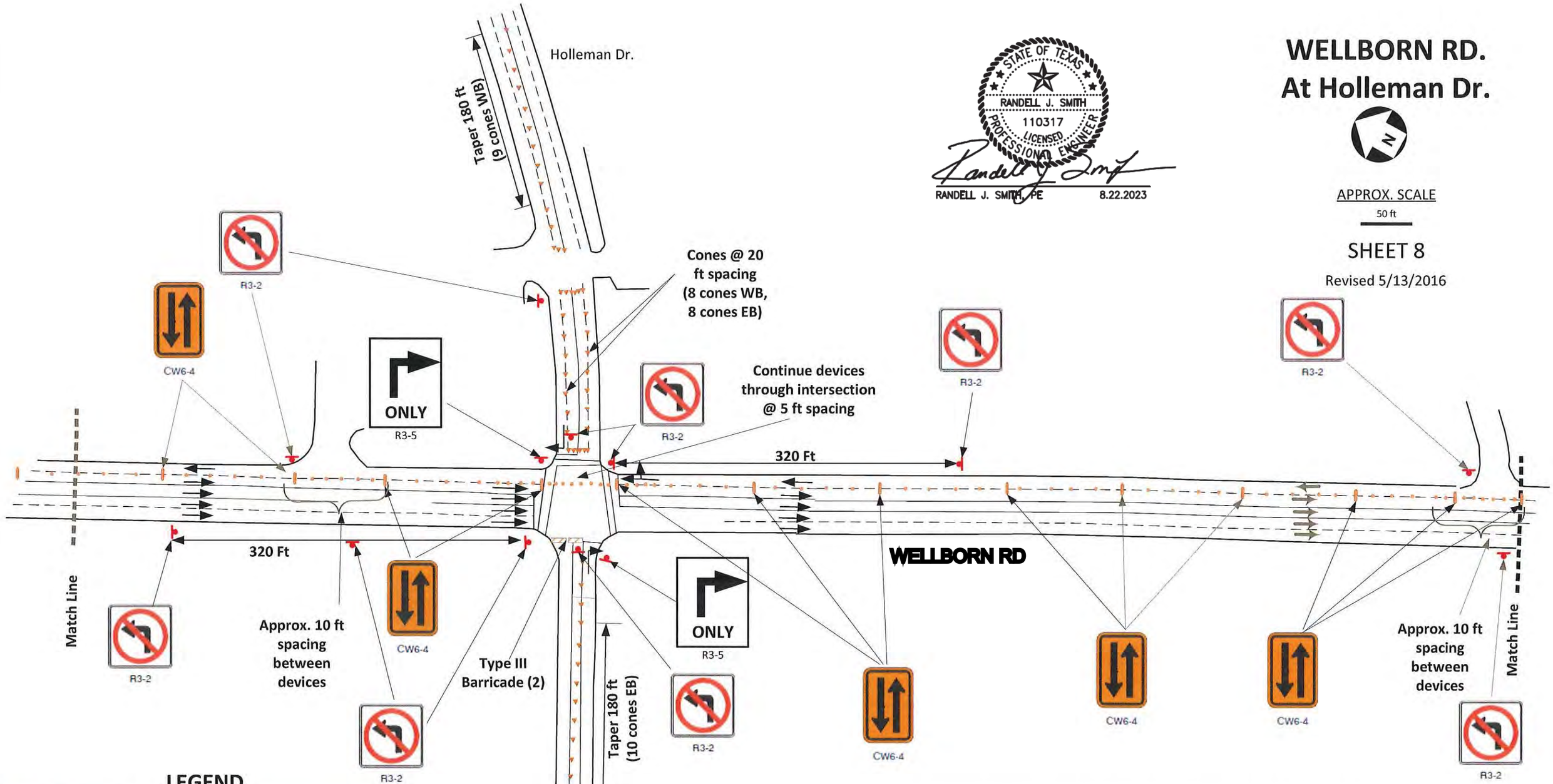
RANDELL J. SMITH, PE 8.22.2023

APPROX. SCALE

50 ft

SHEET 8

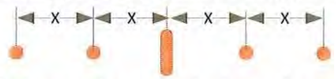
Revised 5/13/2016



LEGEND

	DEVICE	QNTY
●	Vertical Panels (VPs) or 42in "Grabber" Cone	65
▲	42in "Grabber" Cone	53
▬	Opposing Traffic Lane Dividers (OTLDs)	13
PCMS	Portable Changeable Message Signs (PCMS)	-
	Static sign (on temporary support)	13
	Type III Portable Barricade	2

Typical Spacing between VPs and OTLDs



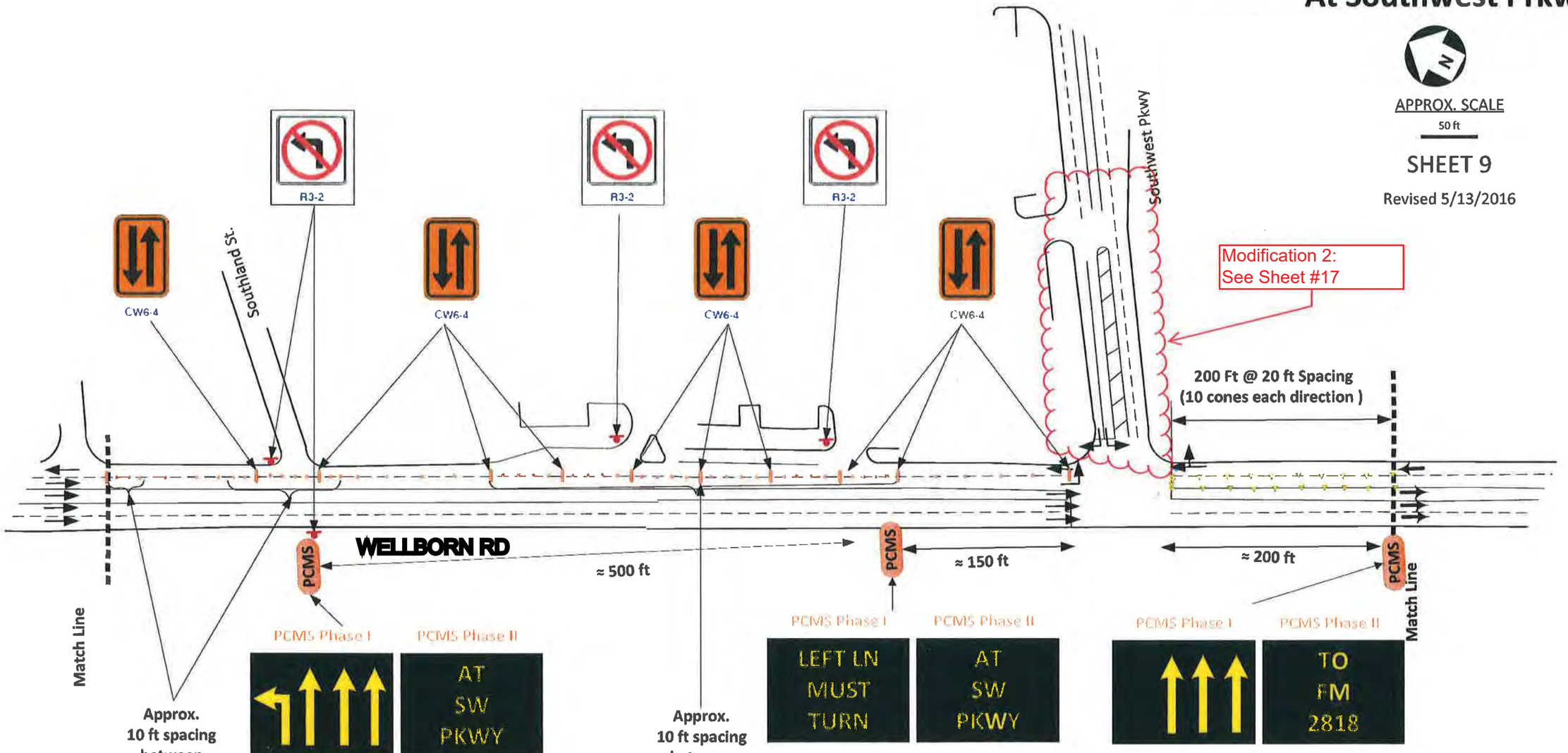
The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

WELLBORN RD.
At Southwest Prkwy

APPROX. SCALE
50 ft

SHEET 9

Revised 5/13/2016



(PCMS to be installed by City of College Station forces)

(PCMS to be installed by City of College Station forces)

(PCMS to be installed by City of College Station forces)

Typical Spacing between VPs and OTLDs

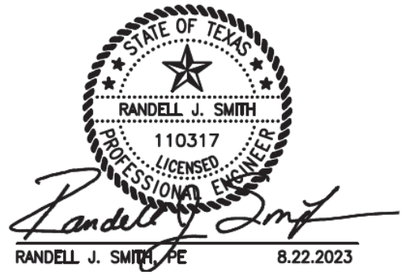
The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

LEGEND

DEVICE		QNTY
	Vertical Panels (VPs) or 42 in "Grabber" Cone	46
	42in "Grabber" Cone	22
	Opposing Traffic Lane Dividers (OTLDs)	10
PCMS	Portable Changeable Message Signs (PCMS)	3
	Static sign (on temporary support)	4
	Type III Portable Barricade	-



RANDELL J. SMITH, PE 8.22.2023

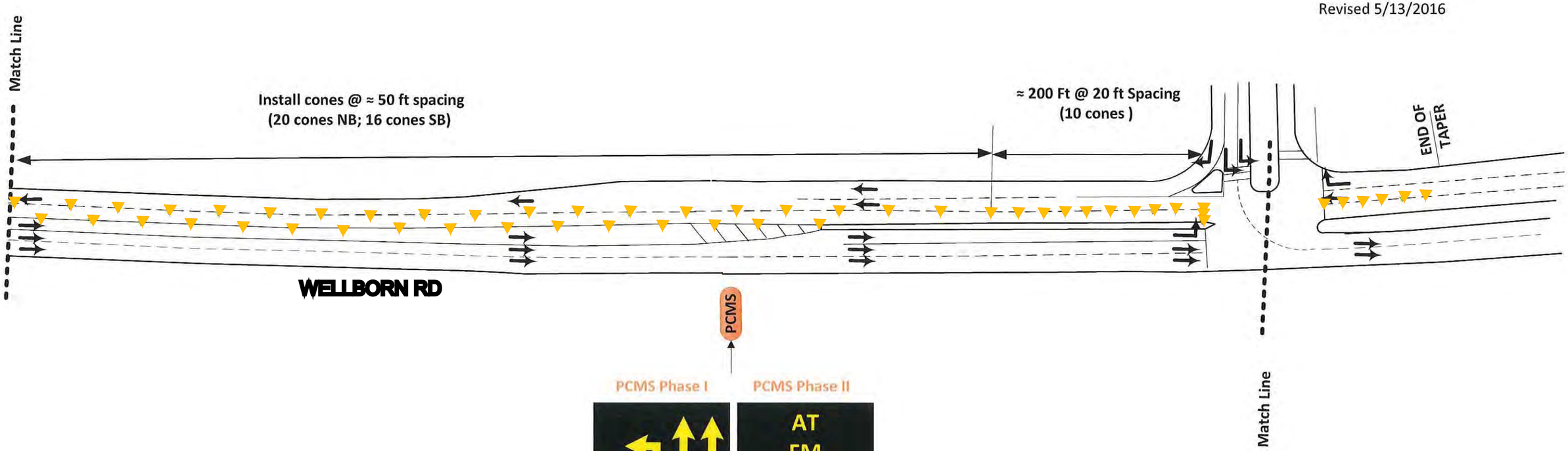
WELLBORN RD.
North of FM 2818

APPROX. SCALE

50 ft

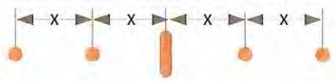
SHEET 10

Revised 5/13/2016



(PCMS to be installed by City of College Station forces)

Typical Spacing between VPs and OTLDs



The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

LEGEND

DEVICE		QNTY
●	Vertical Panels (VPs) or 42in "Grabber" Cones	-
▲	42in "Grabber" Cone	52
▬	Opposing Traffic Lane Dividers (OTLDs)	-
PCMS	Portable Changeable Message Signs (PCMS)	1
	Static sign (on temporary support)	-
	Type I Portable Barricade	-

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

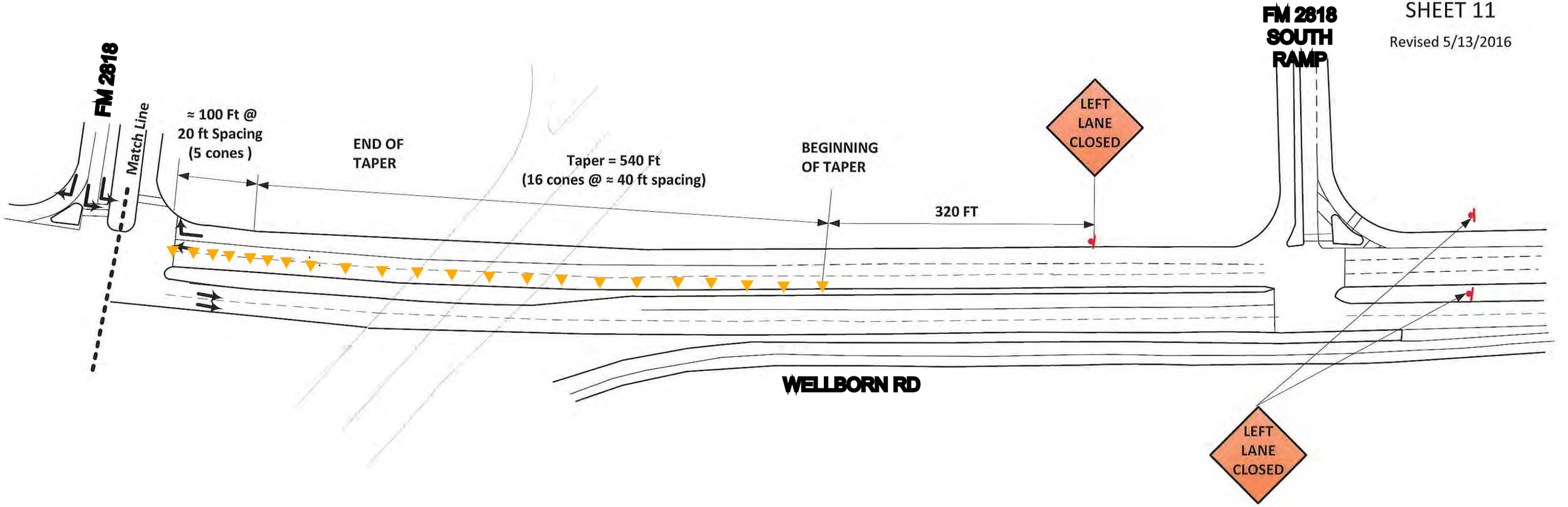
RANDELL J. SMITH, PE 8.22.2023

WELLBORN RD.
South of FM 2818

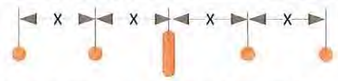
APPROX. SCALE
50 ft

SHEET 11

Revised 5/13/2016



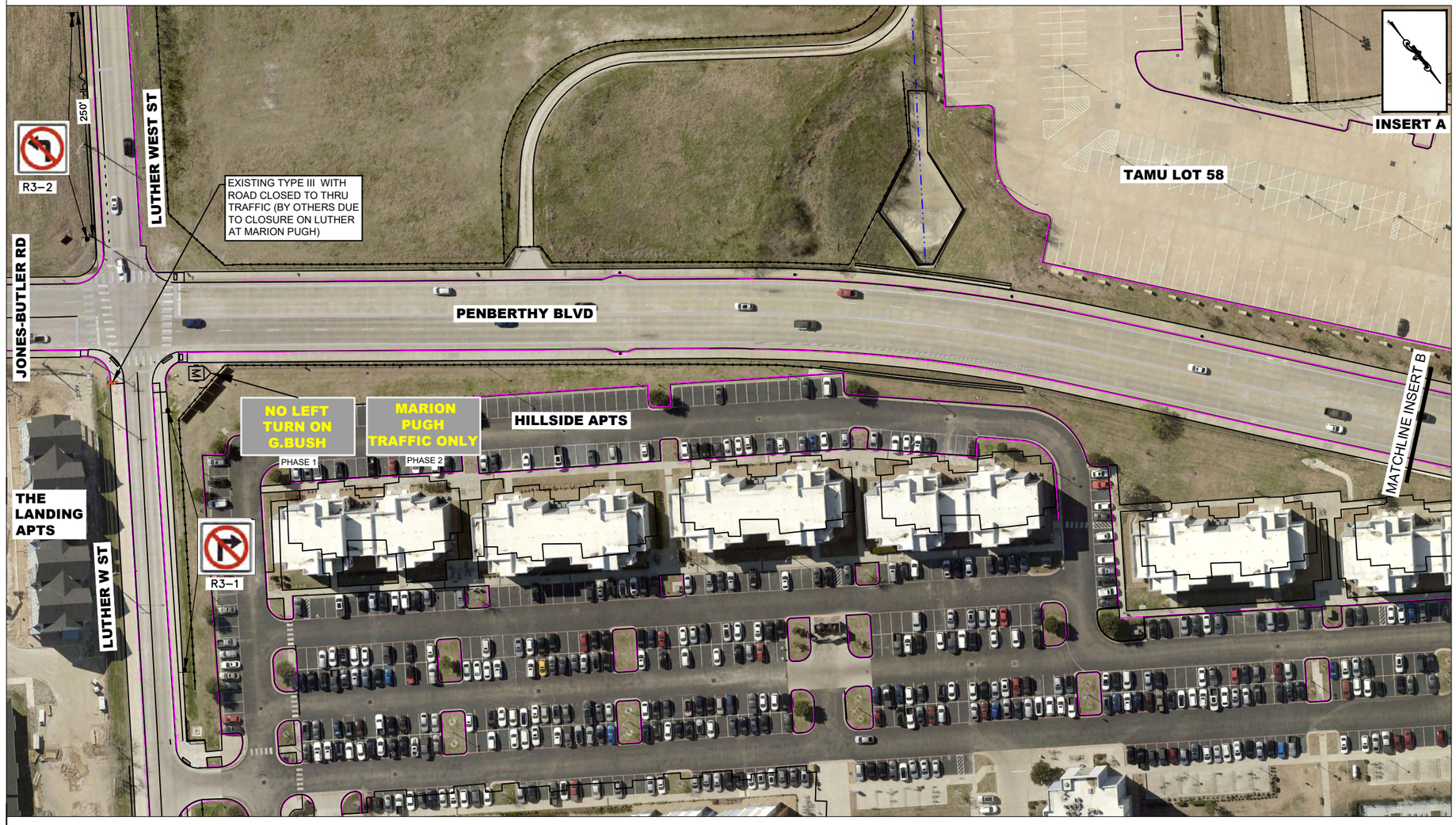
Typical Spacing between VPs and OTLDs

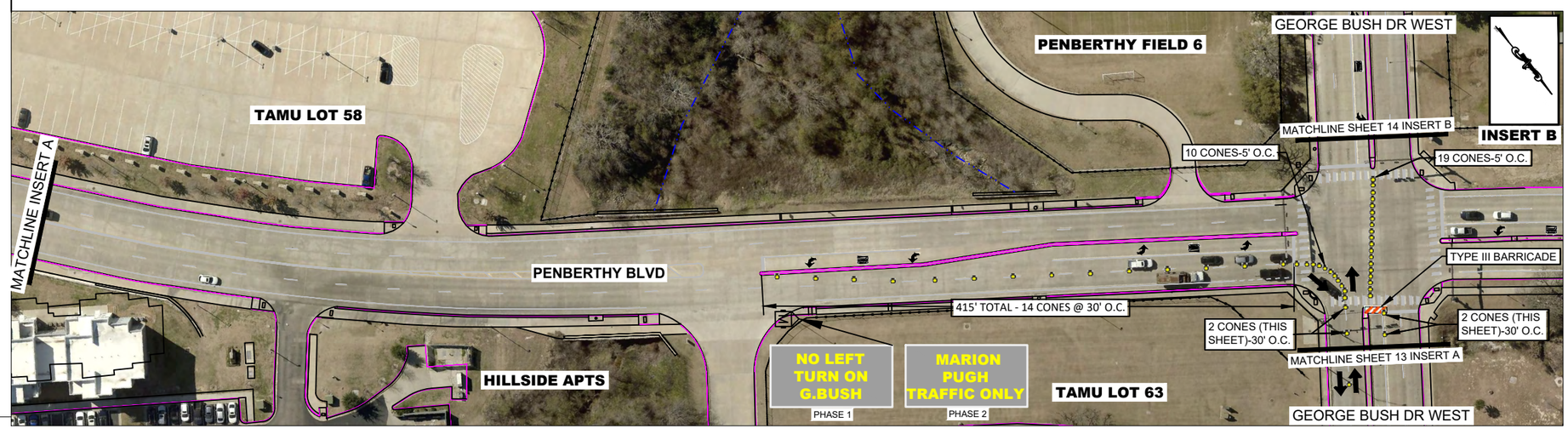


The spacing between cones, tubular markers, vertical panels, drums, and barricades should not exceed a distance in feet equal to 1.0 times the speed limit in mph when used for taper channelization, and a distance in feet equal to 2.0 times the speed limit in mph when used for tangent channelization.

LEGEND

DEVICE		QNTY
●	Vertical Panels (VPs) or 42in "Grabber Cones"	-
▲	42in "Grabber" Cone	22
▬	Opposing Traffic Lane Dividers (OTLDs)	-
PCMS	Portable Changeable Message Signs (PCMS)	-
▬	Static sign (on temporary support)	3
▨	Type I Portable Barricade	-





LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 47 X — 42" GRABBER CONE
- 1 X — TYPE III BARRICADE
- 0 X — PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X — OFFICER
- 0 X — CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

2 x R3–1

2 x R3–2

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

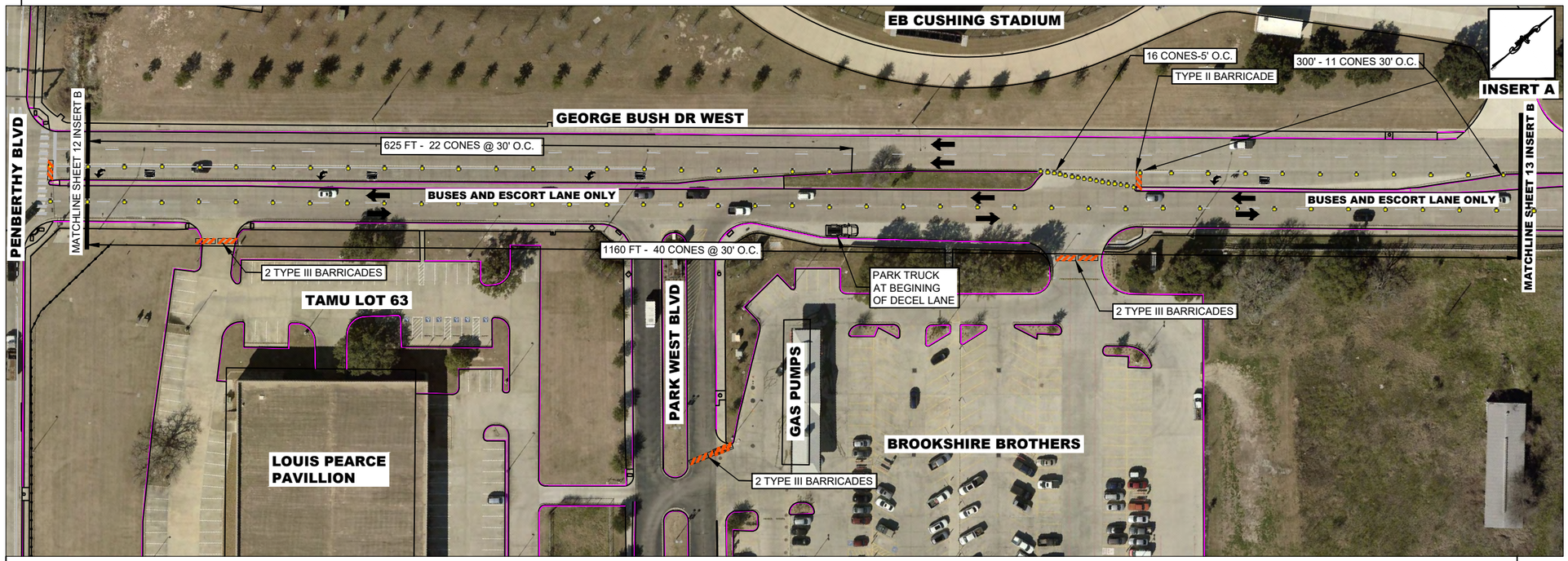
CITY OF COLLEGE STATION
Home of Texas A&M University®

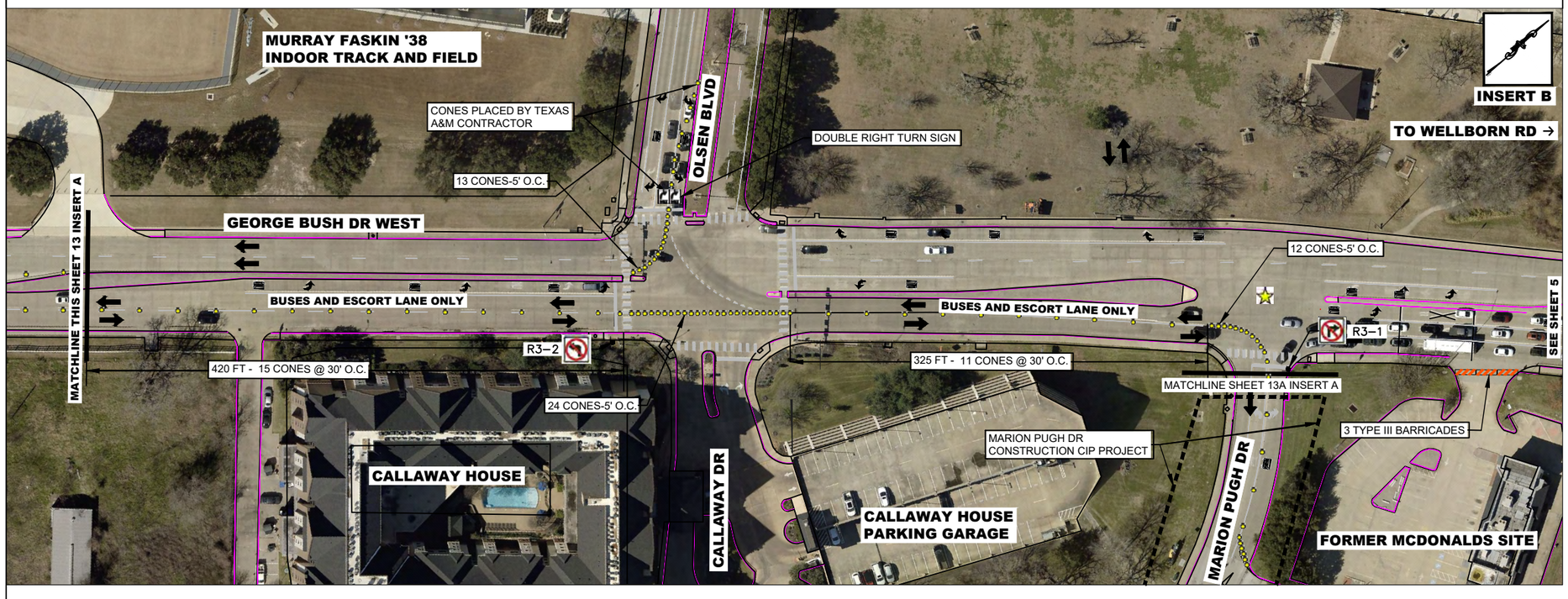
Not To Scale

KYLE FIELD - GAME DAY
TRAFFIC CONTROL PLAN FALL 2026

PENBERTHY BLVD
FROM
LUTHER ST TO GEORGE BUSH DR.

SHEET NO.
12





LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 185 X — 42" GRABBER CONE
- 11 X — TYPE III BARRICADE
- 0 X — PORTABLE CHANGEABLE MESSAGE SIGN
- 1 X — OFFICER
- 0 X — CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

2 x ONLY — (DOUBLE) RIGHT TURN WITH SUPPORT R3-5R

1 x R3-1

2 x R3-2

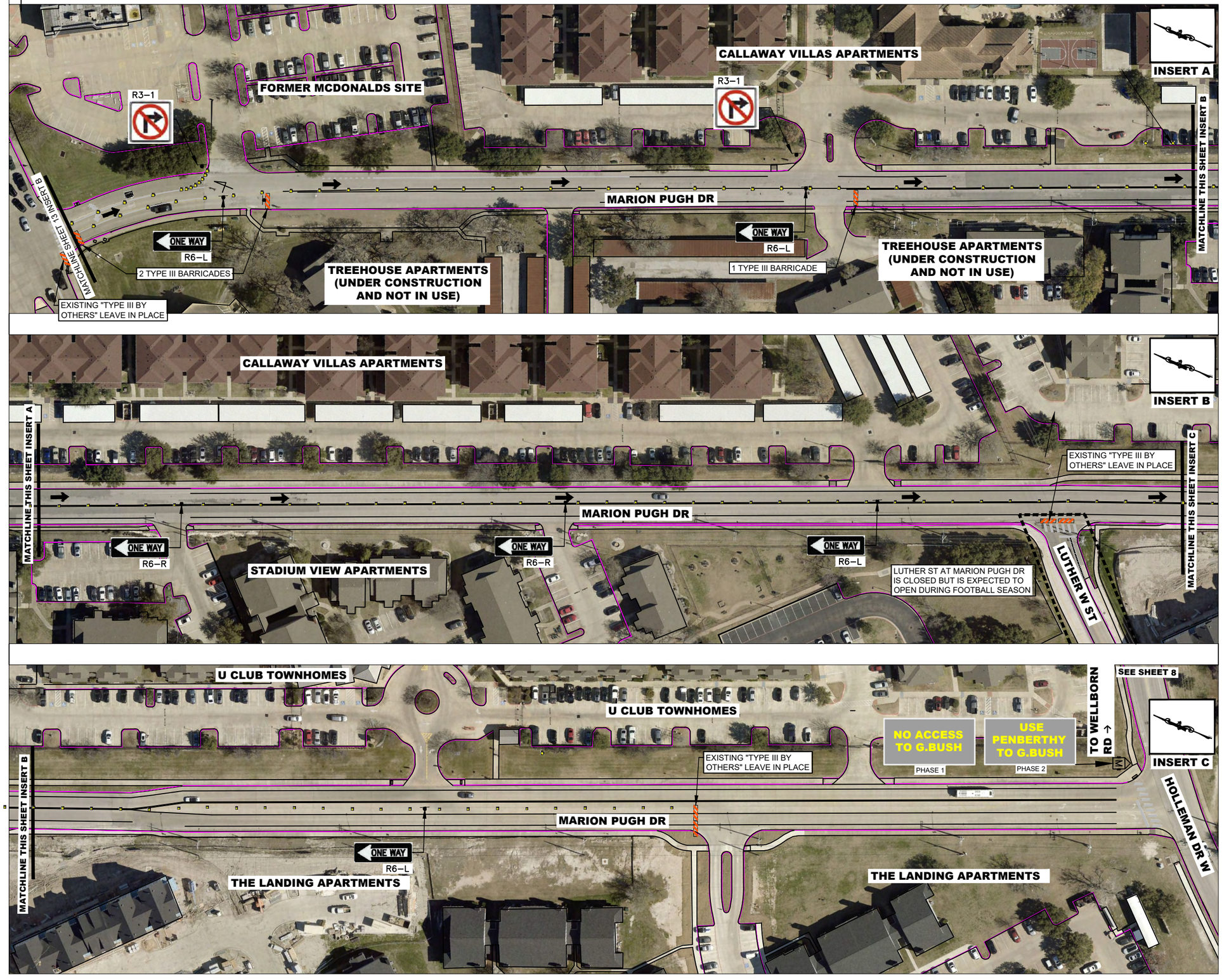
City of College Station
Home of Texas A&M University®

Not To Scale

KYLE FIELD - GAME DAY
TRAFFIC CONTROL PLAN FALL 2026

GEORGE BUSH DR
FROM
PENBERTHY BLVD
TO MARION PUGH DR

SHEET NO.
13



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 132 X — 42" GRABBER CONE
- 10 X — TYPE III BARRICADE
- 0 X — PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X — OFFICER
- 0 X — CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

2 x ONLY — (DOUBLE) RIGHT TURN WITH SUPPORT R3-5R

1 x R3-1

ONE WAY

ONE WAY

City of College Station
Home of Texas A&M University®

Not To Scale

KYLE FIELD - GAME DAY
TRAFFIC CONTROL PLAN FALL 2026

MARION PUGH DR
FROM
GEORGE BUSH DR
TO HOLLEMAN DR

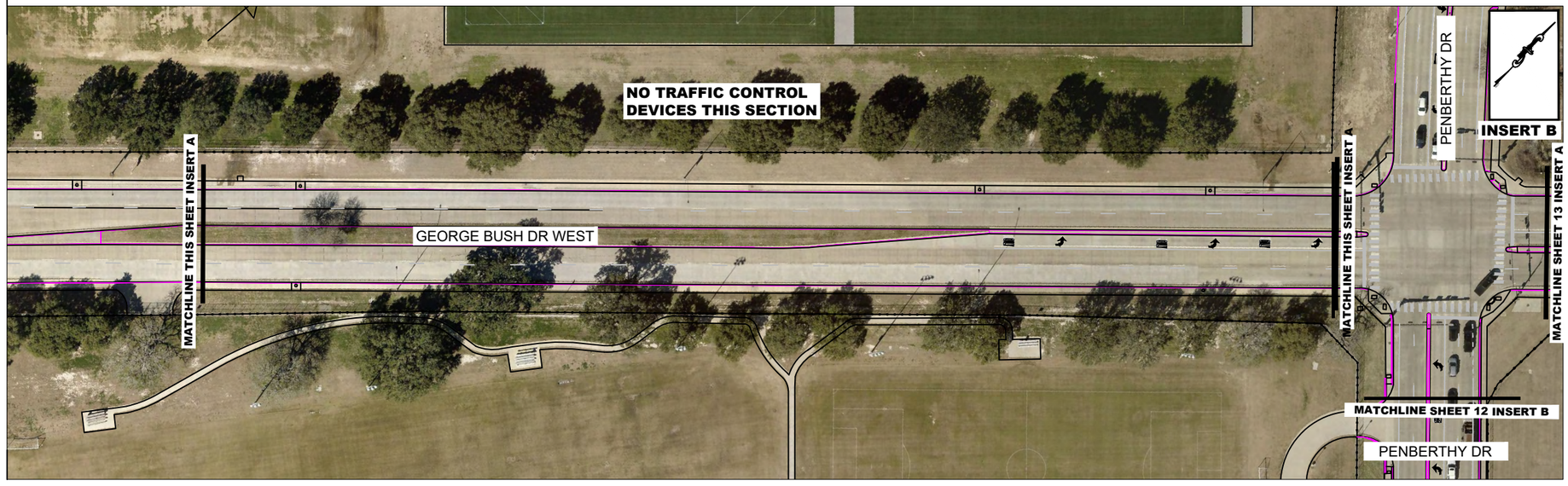
SHEET NO.
13A

LEGEND:

	RAISED MEDIAN
	OPEN LANES
	CLOSED LANES
	A&M TRANSIT AND VIP ONLY
45 X	42" GRABBER CONE
1 X	TYPE III BARRICADE
0 X	PORTABLE CHANGEABLE MESSAGE SIGN
0 X	OFFICER
0 X	CITY TRUCK
	SIGN WITH TEMPORARY SUPPORT

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.



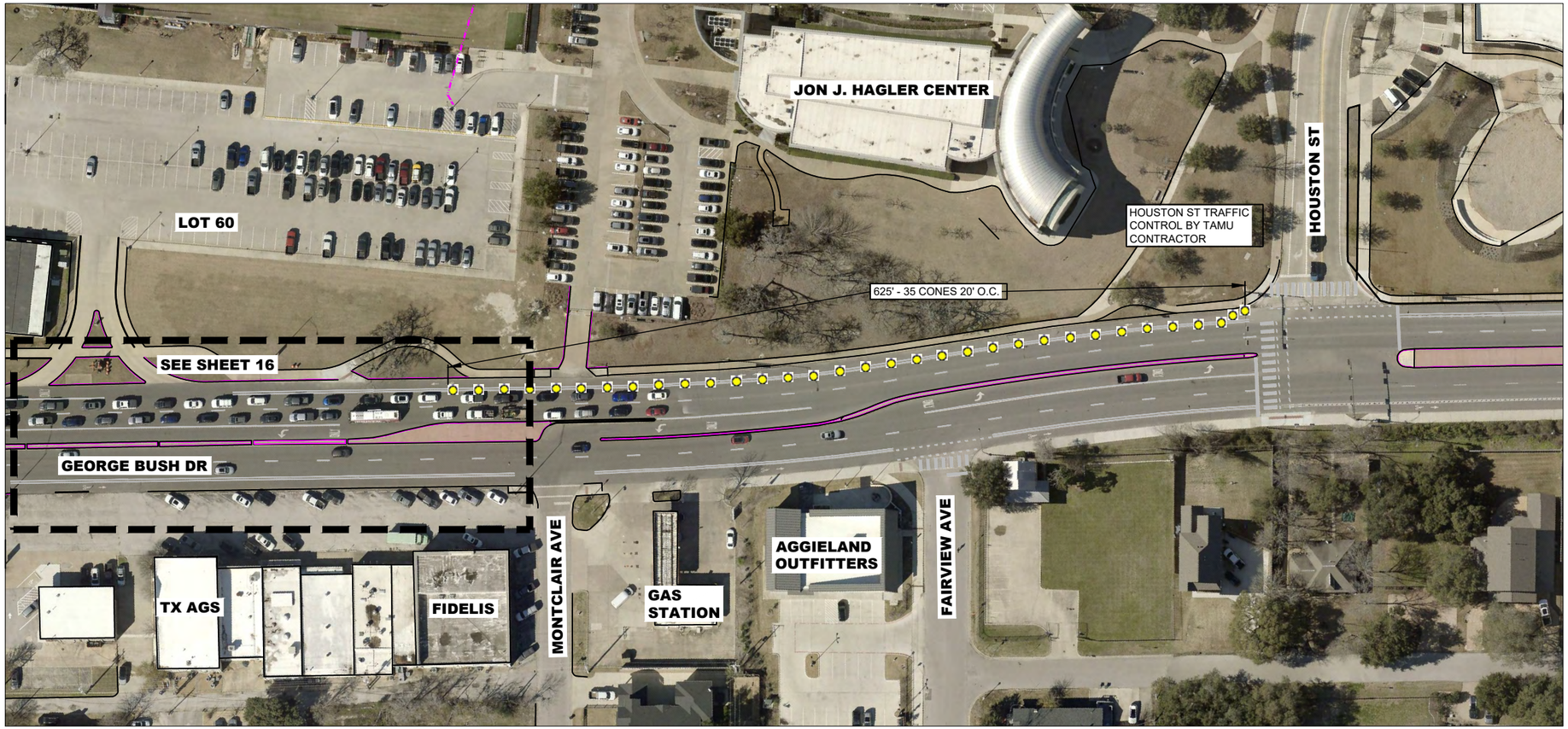
City of College Station
Home of Texas A&M University®

Not To Scale

KYLE FIELD - GAME DAY
TRAFFIC CONTROL PLAN FALL 2026

GEORGE BUSH DR FROM
BARBARA BUSH DR TO
PENBERTHY DR

SHEET NO.
14



LEGEND:

	RAISED MEDIAN
	OPEN LANES
	CLOSED LANES
	A&M TRANSIT AND VIP ONLY
35 X	42" GRABBER CONE
0 X	TYPE III BARRICADE
0 X	PORTABLE CHANGEABLE MESSAGE SIGN
0 X	OFFICER
0 X	CITY TRUCK
	SIGN WITH TEMPORARY SUPPORT

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

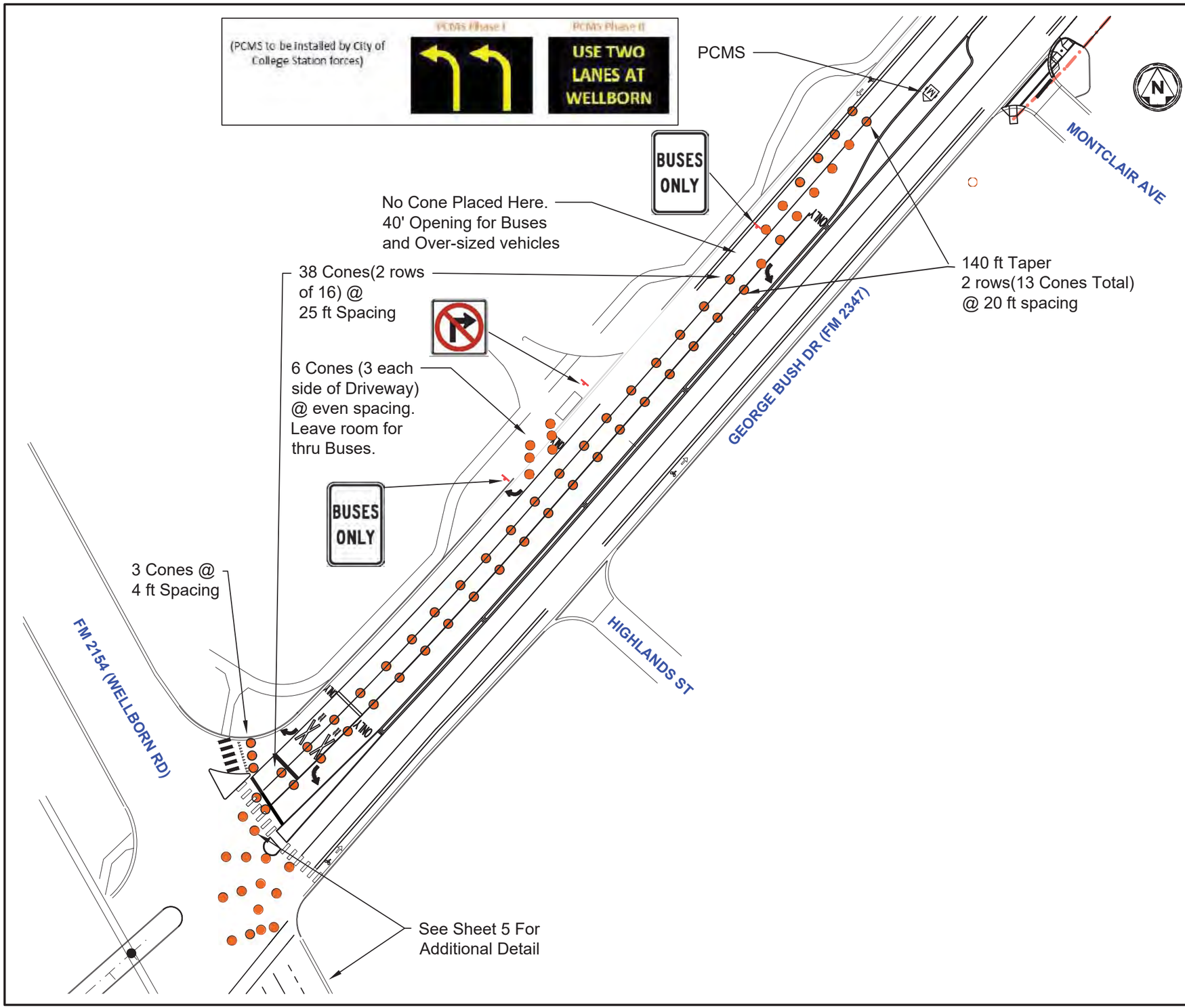
City of College Station
Home of Texas A&M University®

Not To Scale

KYLE FIELD - GAME DAY
TRAFFIC CONTROL PLAN FALL 2026

GEORGE BUSH DR FROM
MONTCLAIR AVE TO HOUSTON

SHEET NO.
15



LEGEND:

67 X	●	42" GRABBER CONE
0 X	▨	TYPE III BARRICADE
1 X	Ⓜ	PORTABLE CHANGEABLE MESSAGE SIGN
0 X	★	OFFICER
0 X		CITY TRUCK
	▶	SIGN WITH TEMPORARY SUPPORT

1 X R3-1

2 X BUSES ONLY R3-11

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

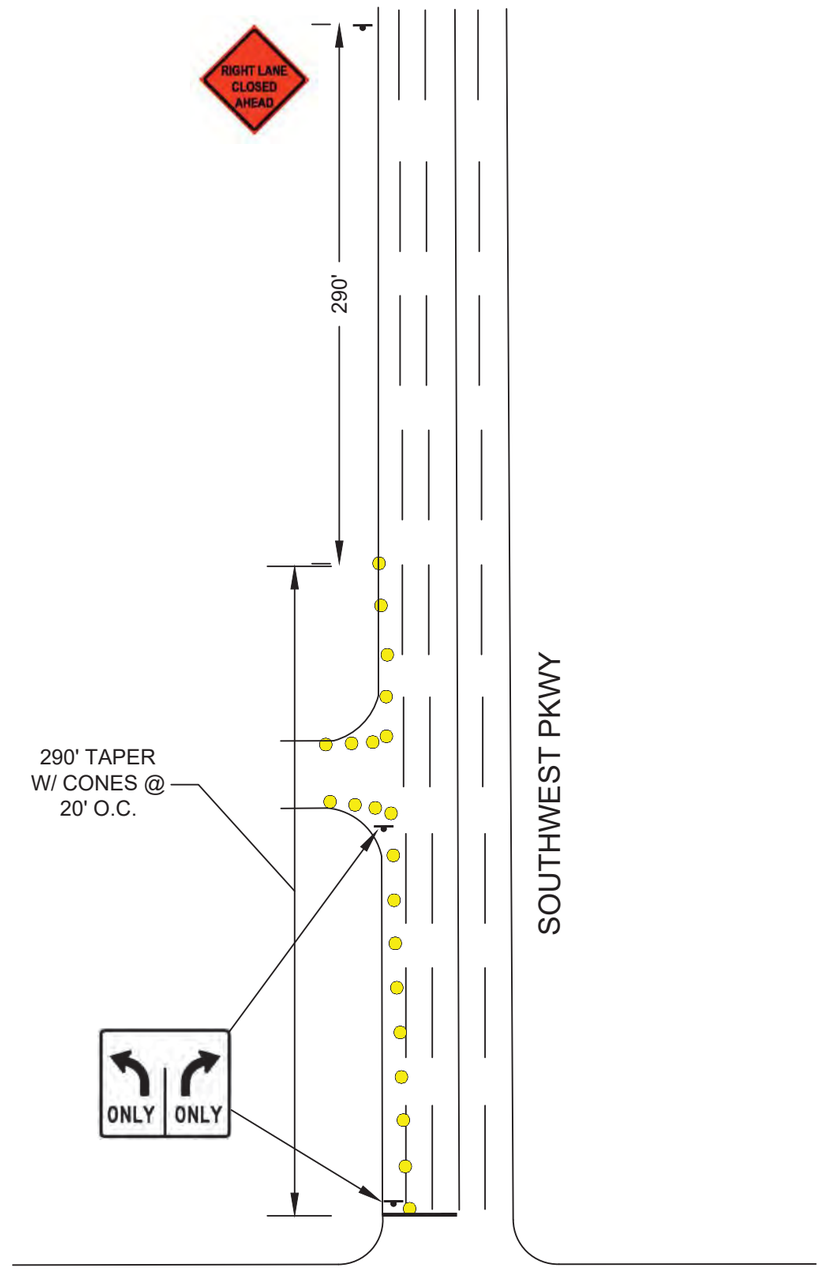
RANDELL J. SMITH, PE 8.22.2023

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

SCALE: NOT TO SCALE

WELLBORN ROAD AT
GEORGE BUSH DR
MODIFICATION

SHEET NO.
16



LEGEND:

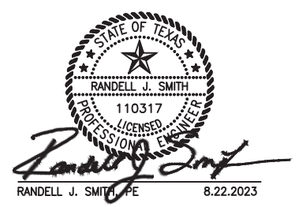
- COMPLETED CONSTRUCTION
- CURRENT CONSTRUCTION
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 21 X — 42" GRABBER CONE
- 0 X — TYPE III BARRICADE
- 0 X — PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X — OFFICER
- 0 X — CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

1 X — CW-20

2 X — R3-8

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.



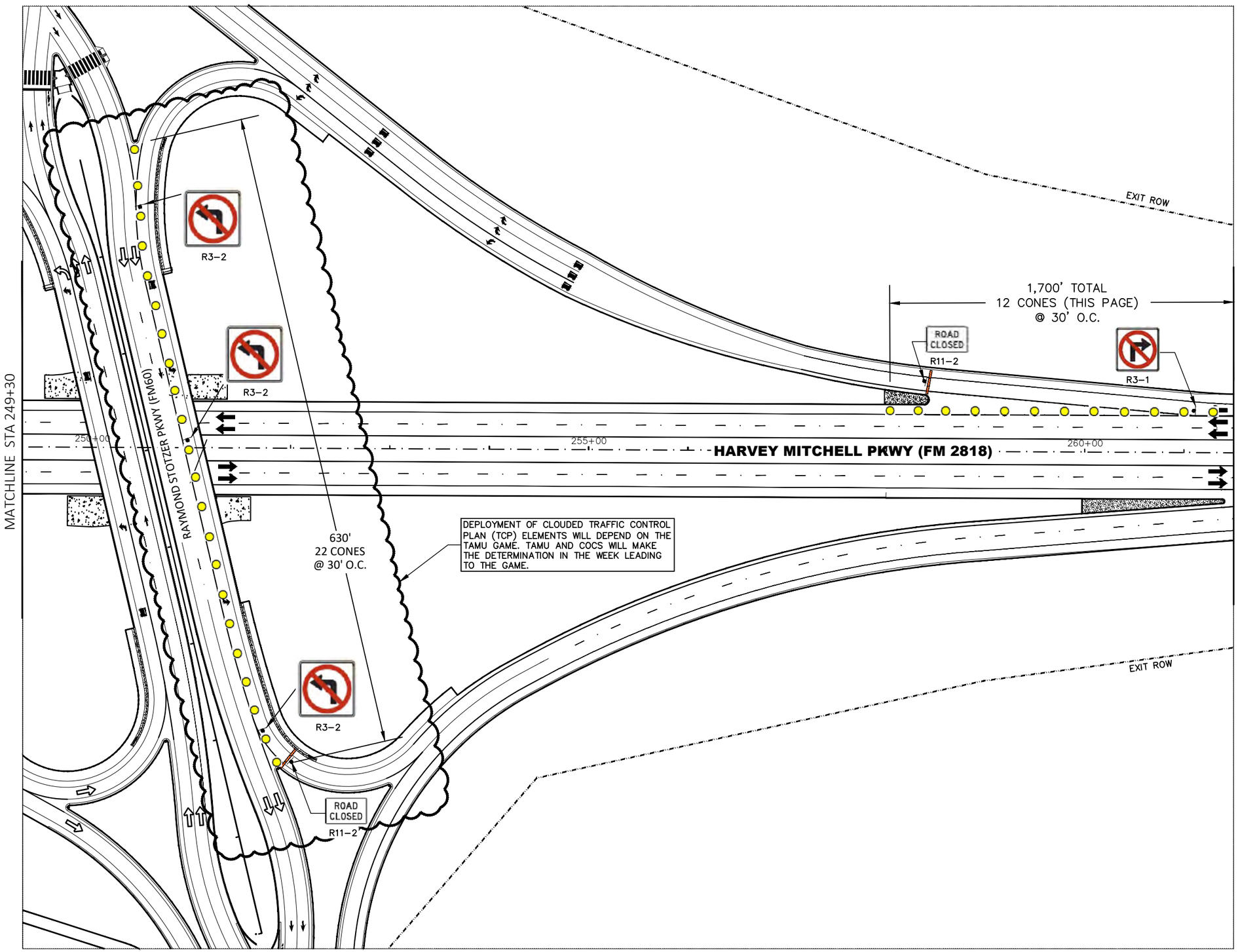
RANDELL J. SMITH, PE 8.22.2023

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

SCALE: NOT TO SCALE

WELLBORN RD AT
SOUTHWEST PARKWAY
MODIFICATION

SHEET NO.
17



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 34 X 42" GRABBER CONE
- 6 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT
- 3 X R3-2
- 1 X R3-1
- 2 X ROAD CLOSED R11-2

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

CITY OF COLLEGE STATION
Home of Texas A&M University

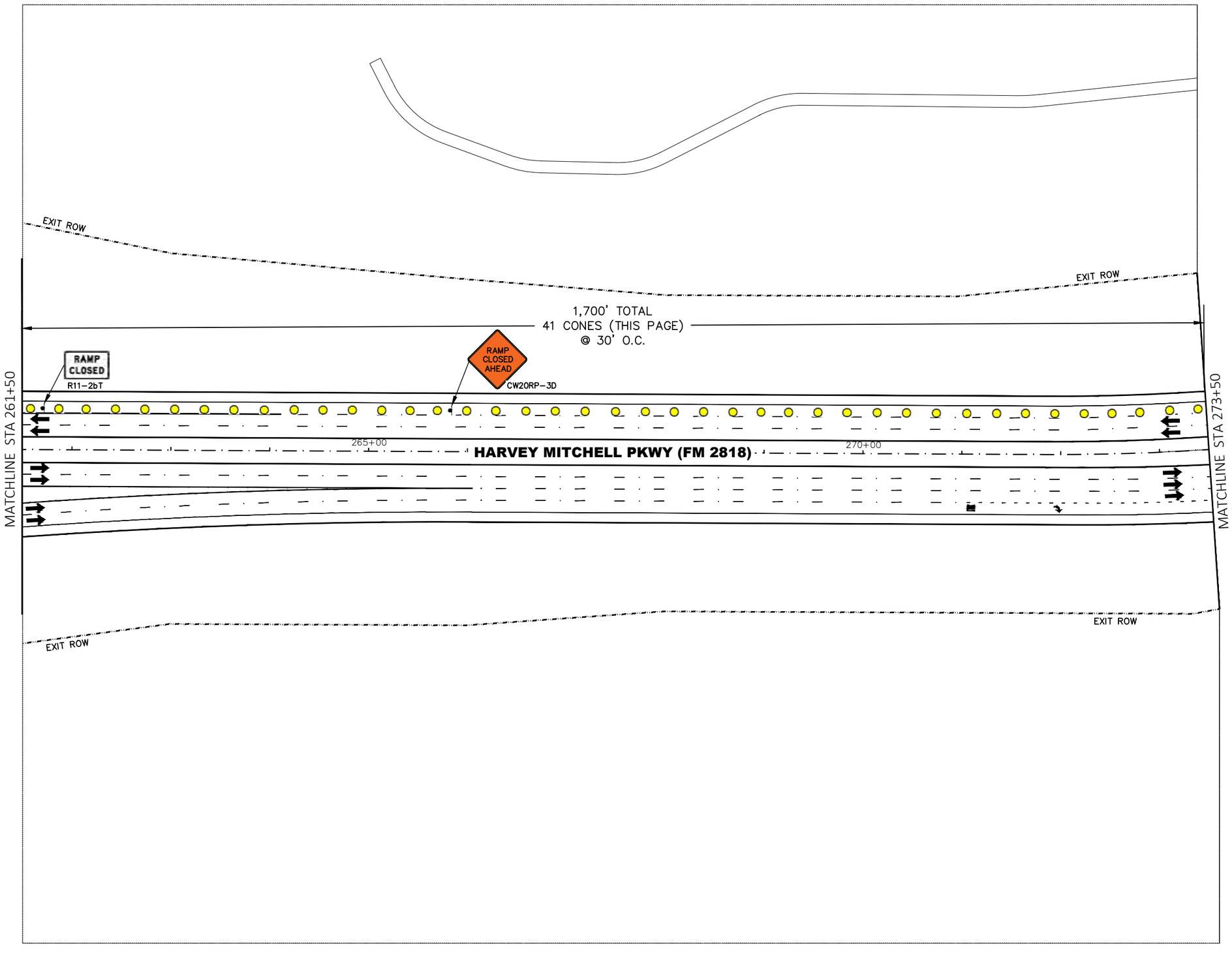
0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

RAYMOND STOTZER PKWY & FM 2818

TO STA 261+50

SHEET NO.
18



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 41 X — 42" GRABBER CONE
- 0 X — TYPE III BARRICADE
- 0 X — PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X — OFFICER
- 0 X — CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT
- 1 X — RAMP CLOSED — R11-2bT
- 1 X — RAMP CLOSED AHEAD — CW20RP-3D

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

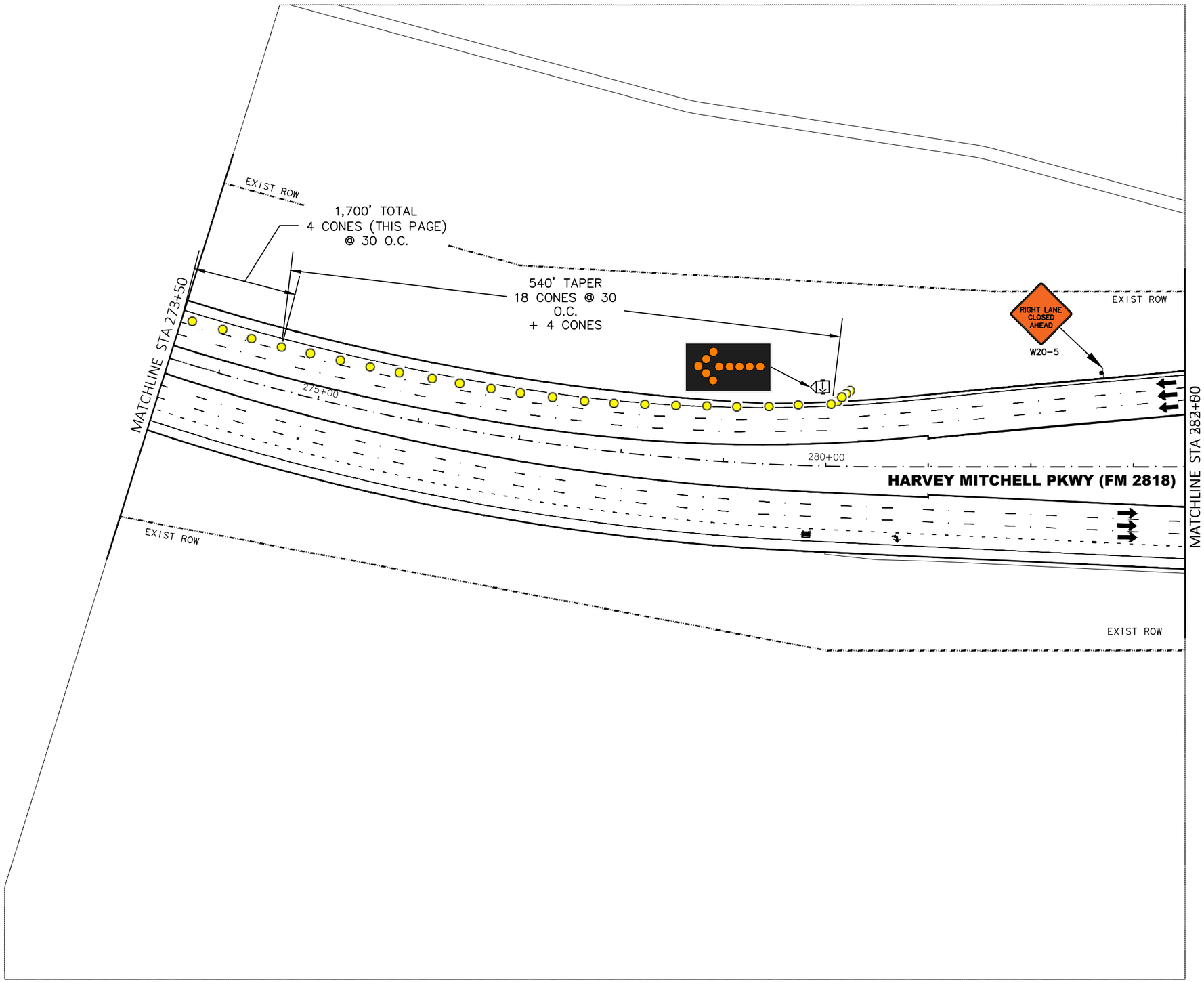
CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

STA 261+50 TO STA 273+50

SHEET NO.
19



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 26 X — 42" GRABBER CONE
- 0 X — TYPE III BARRICADE
- 0 X — PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X — OFFICER
- 0 X — CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT
- 1 X — ARROW BOARD
- 1 X — RIGHT LANE CLOSED AHEAD — W20-5

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

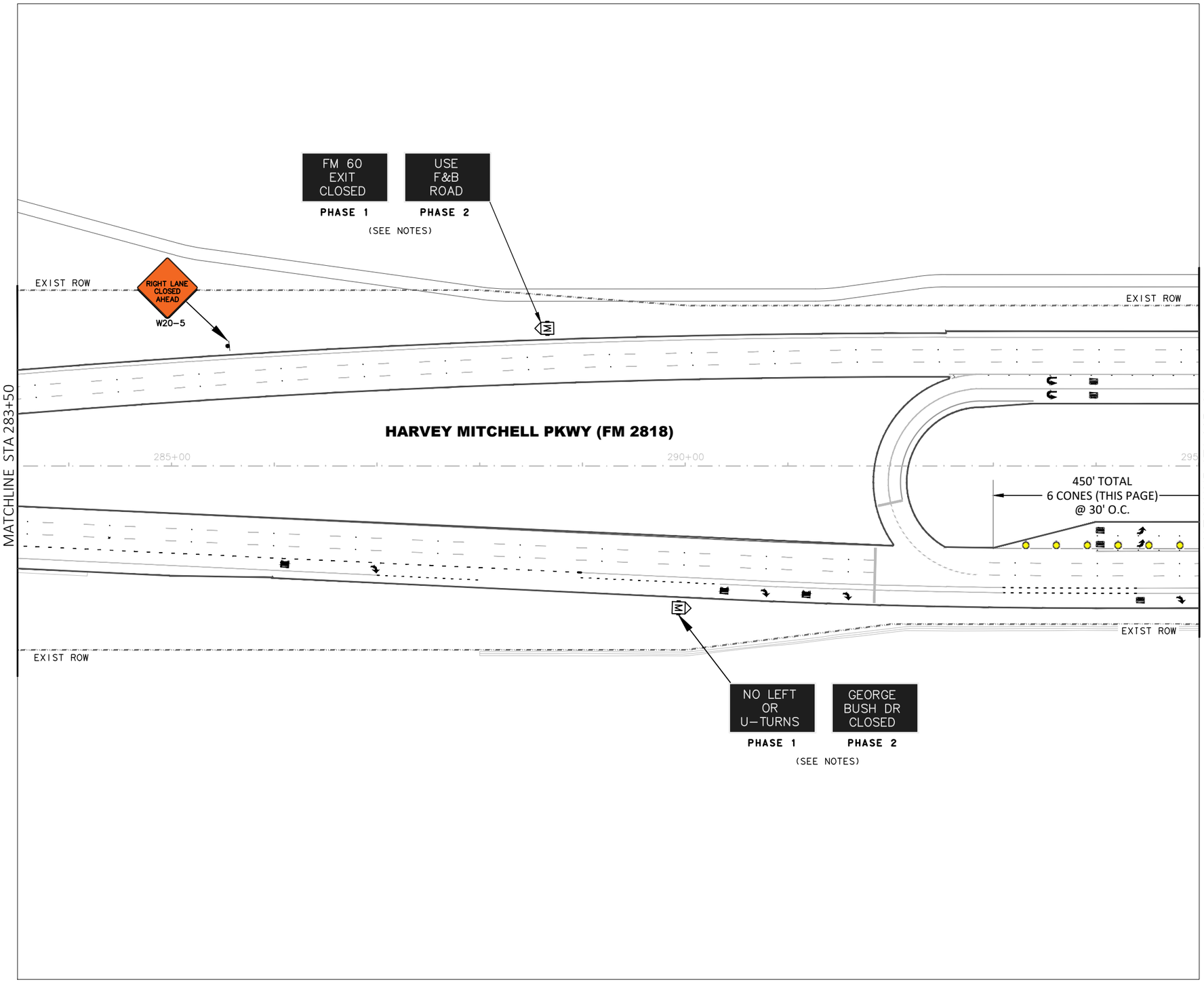
CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

STA 273+50 TO STA 283+50

SHEET NO.
20



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 6 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 2 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

1 X RIGHT LANE CLOSED AHEAD W20-5

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

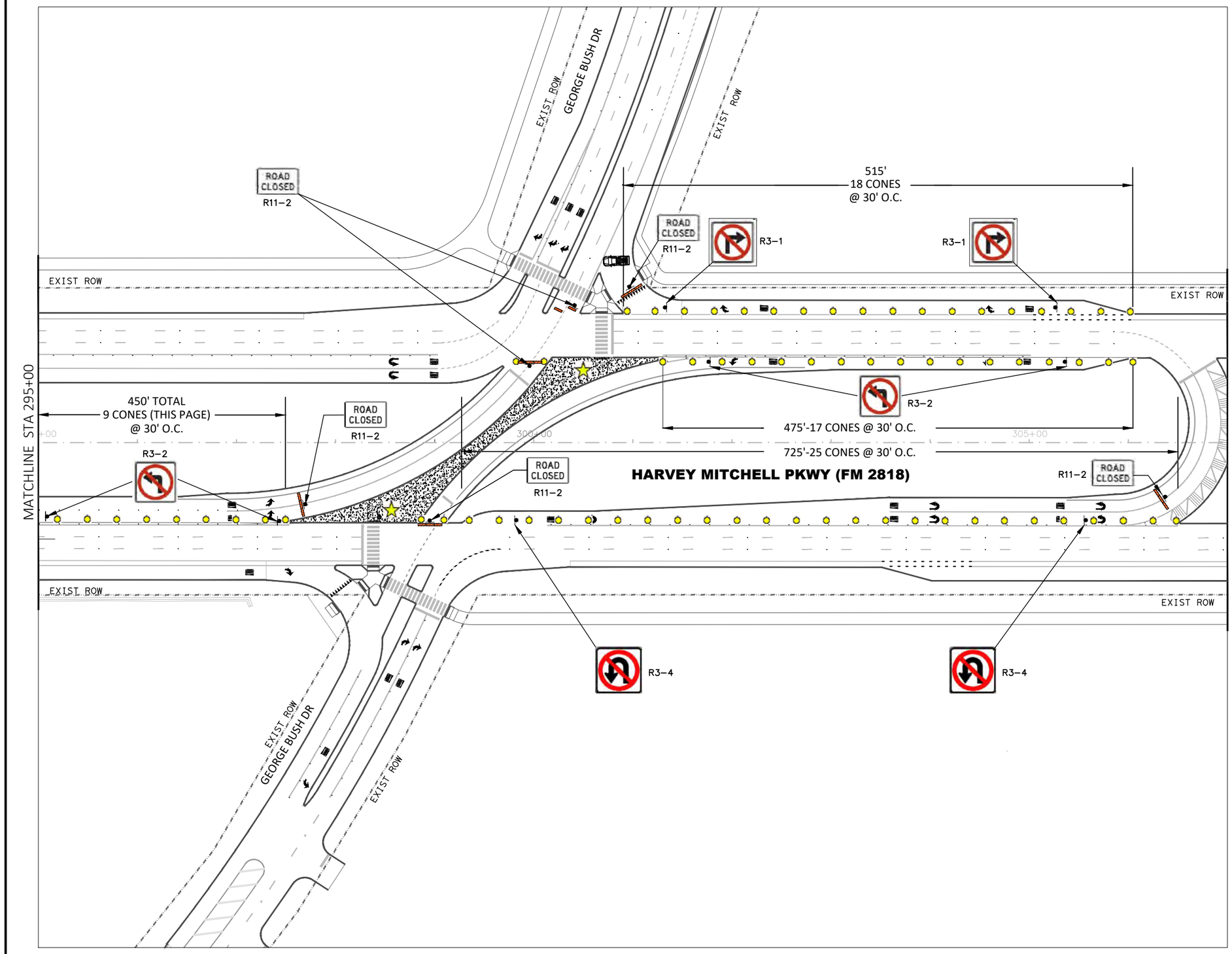
CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

STA 283+50 TO STA 295+00

SHEET NO.
21



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 73 X — 42" GRABBER CONE
- 17 X — TYPE III BARRICADE
- 0 X — PORTABLE CHANGEABLE MESSAGE SIGN
- 2 X — OFFICER
- 1 X — CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT
- 2 x — R3-1
- 4 x — R3-2
- 6 x — ROAD CLOSED — R11-2
- 2 x — R3-4

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

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

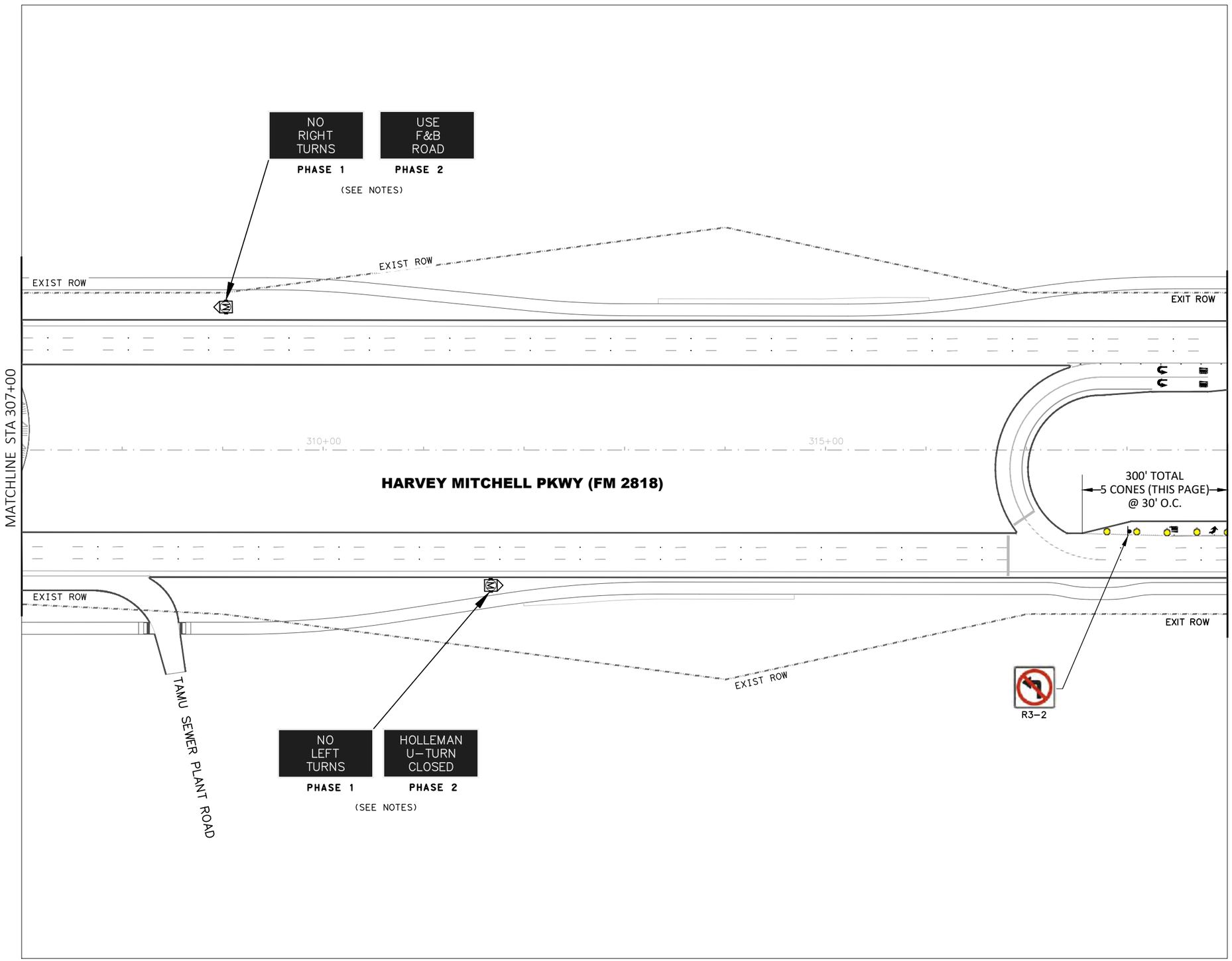
0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

STA 295+00 TO STA 307+00

(GEORGE BUSH DR & FM 2818)

SHEET NO.
22



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 5 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 2 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

1 X R3-2

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

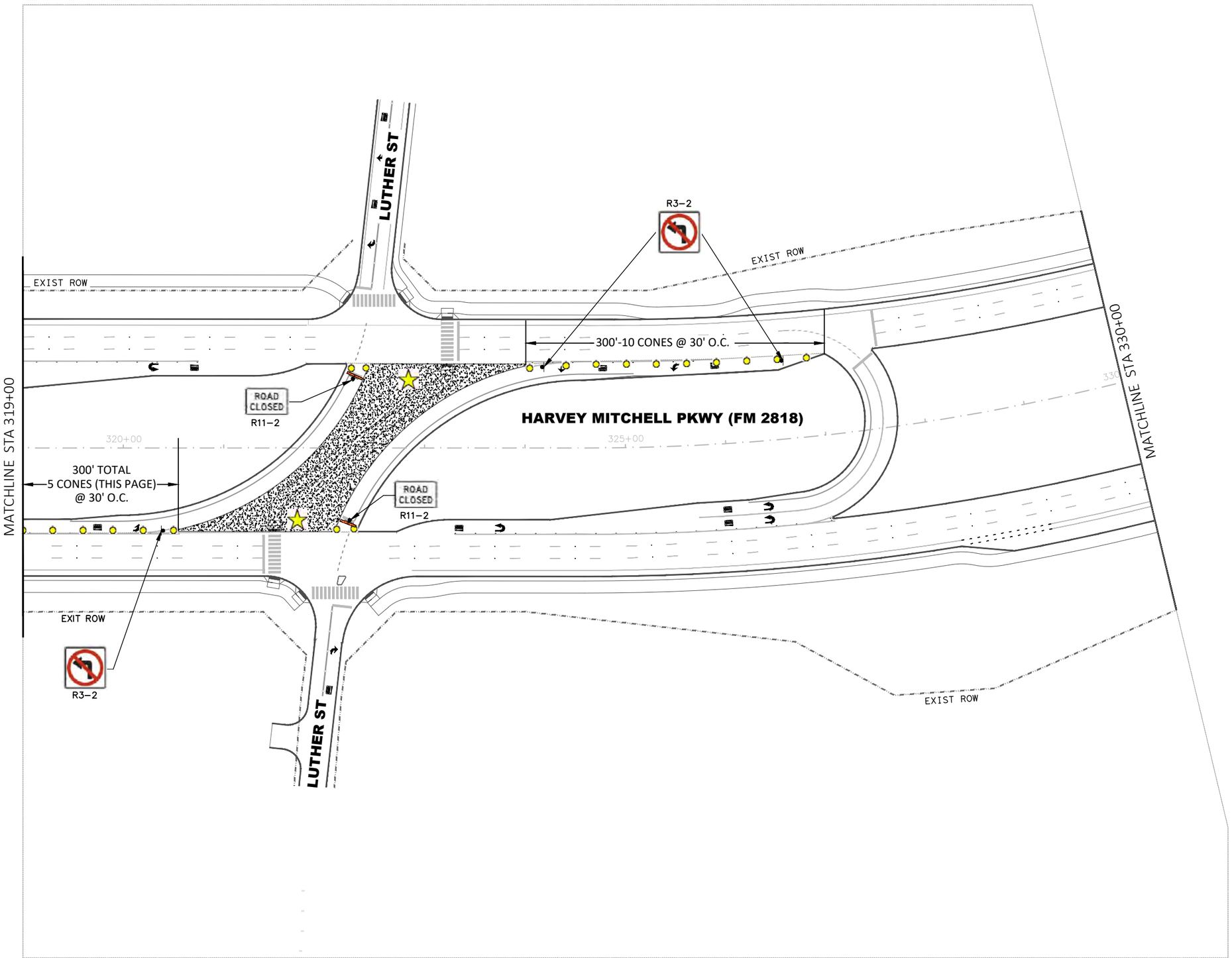
City of College Station
Home of Texas A&M University®

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

STA 307+00 TO STA 319+00

SHEET NO.
23



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 19 X 42" GRABBER CONE
- 4 X TYPE III BARRICADE
- 0 X PORTABLE CHANGEABLE MESSAGE SIGN
- 2 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT
- 2 x ROAD CLOSED R11–2
- 3 X R3–2

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

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

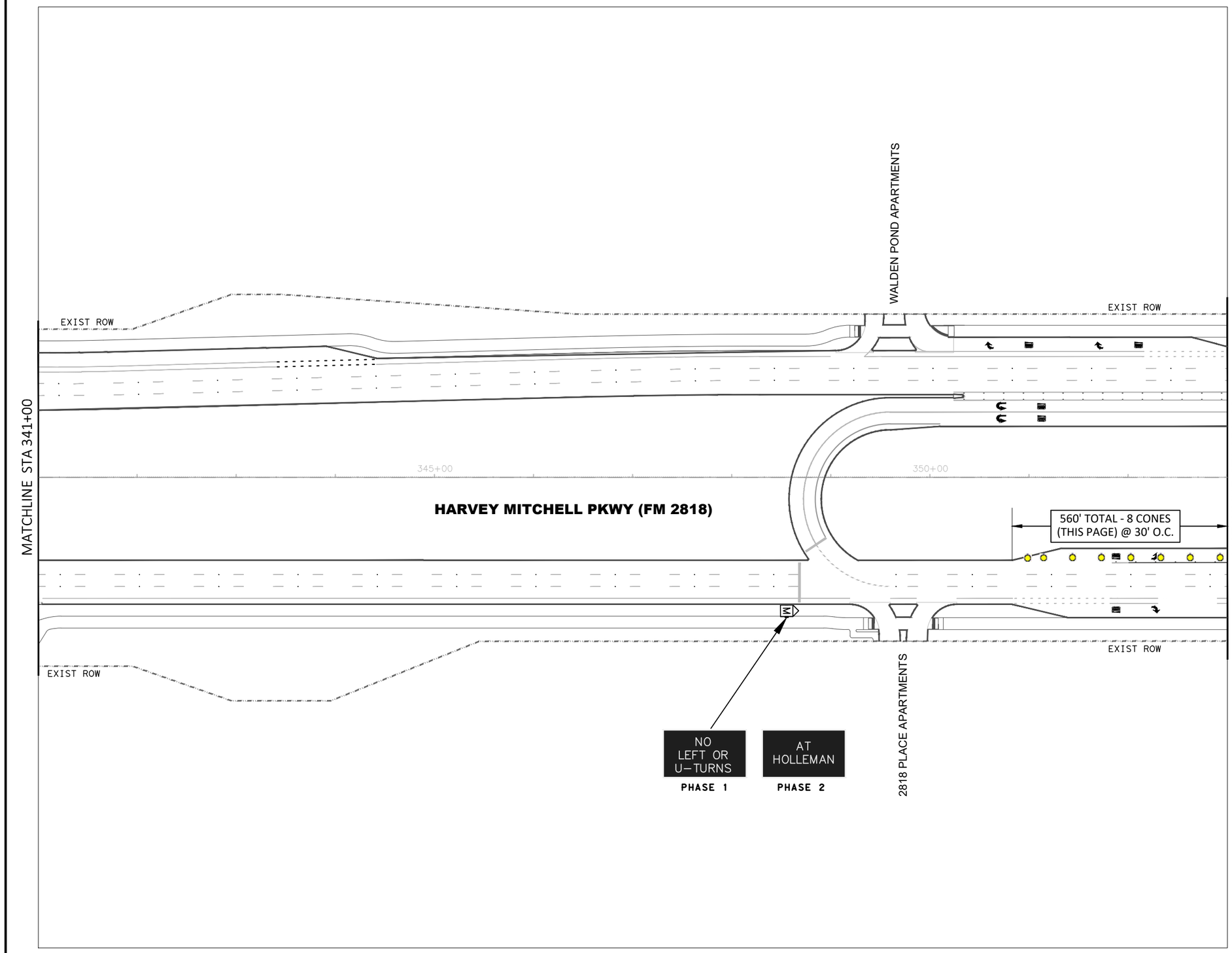
0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

STA 319+00 TO STA 330+00

(LUTHER ST & FM 2818)

SHEET NO.
24



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 8 X 42" GRABBER CONE
- 0 X TYPE III BARRICADE
- 1 X PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X OFFICER
- 0 X CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

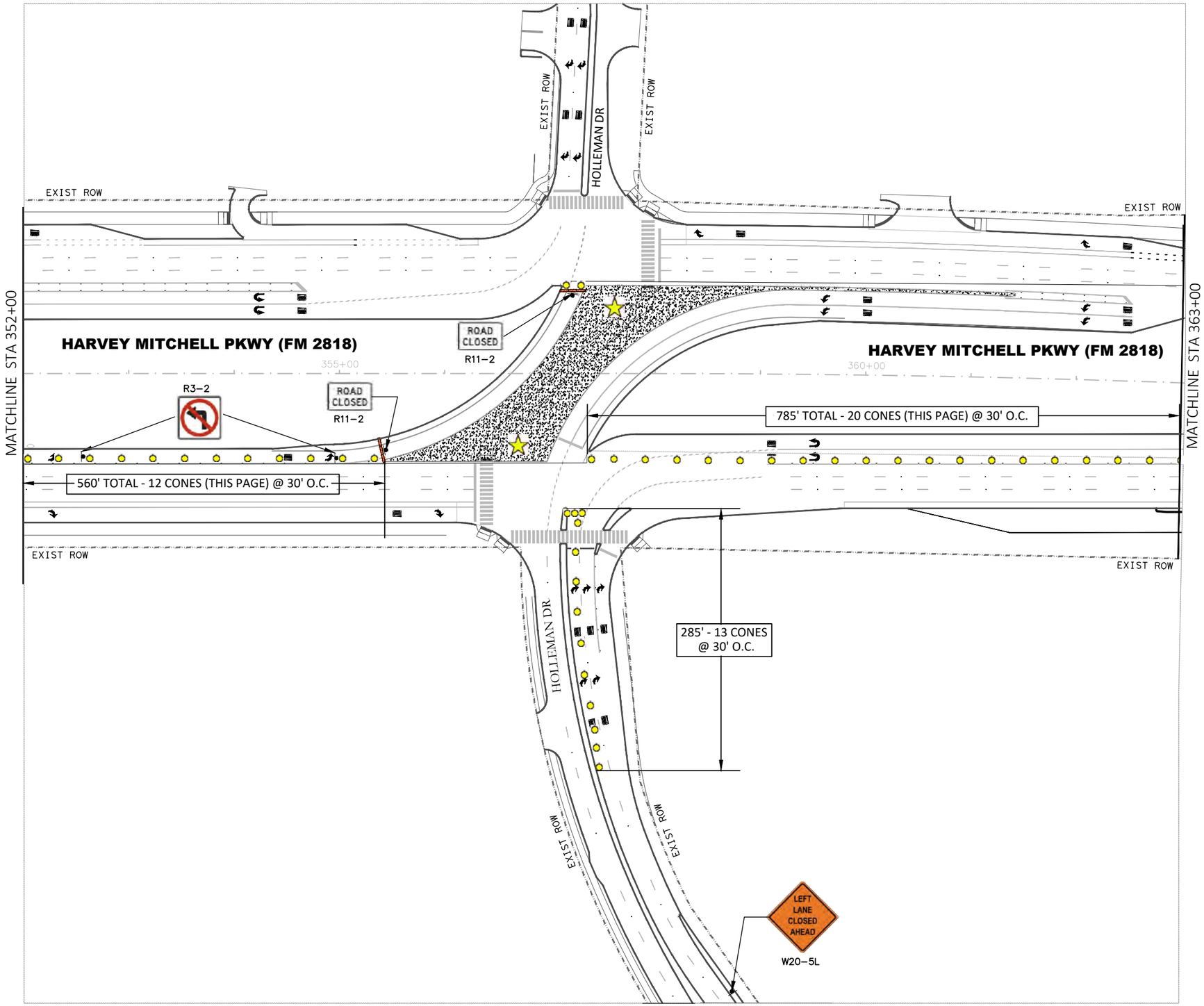
CITY OF COLLEGE STATION
Home of Texas A&M University

0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

STA 341+00 TO STA 352+00

SHEET NO.
25



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 49 X — 42" GRABBER CONE
- 6 X — TYPE III BARRICADE
- 0 X — PORTABLE CHANGEABLE MESSAGE SIGN
- 2 X — OFFICER
- 0 X — CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT
- 1 x — LEFT LANE CLOSED AHEAD — W20–5L
- 2 x — ROAD CLOSED — R11–2

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

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

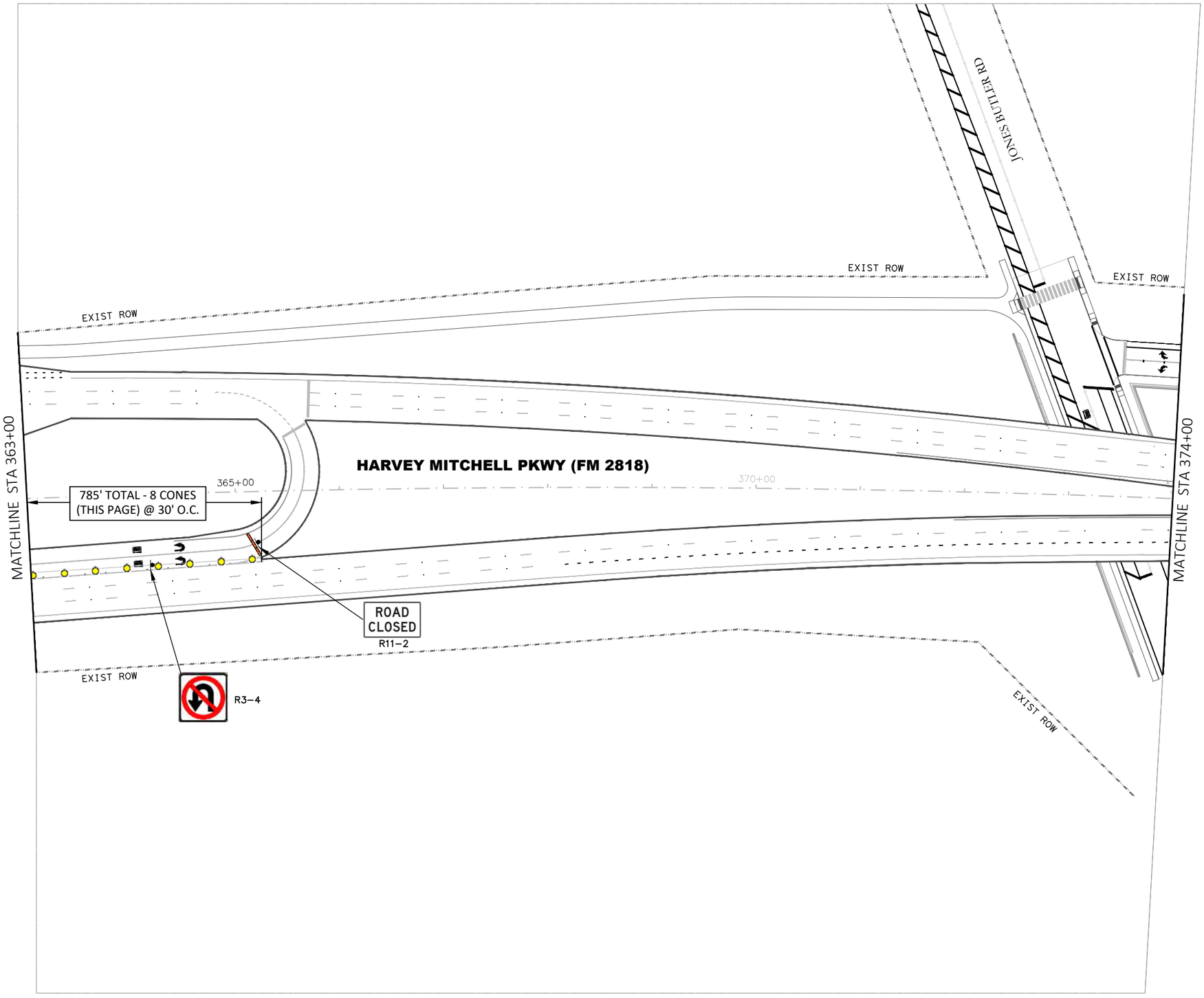
0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

STA 352+00 TO STA 363+00

(HOLLEMAN DR & FM 2818)

SHEET NO.
26



LEGEND:

- RAISED MEDIAN
- OPEN LANES
- CLOSED LANES
- A&M TRANSIT AND VIP ONLY
- 8 X — 42" GRABBER CONE
- 3 X — TYPE III BARRICADE
- 0 X — PORTABLE CHANGEABLE MESSAGE SIGN
- 0 X — OFFICER
- 0 X — CITY TRUCK
- SIGN WITH TEMPORARY SUPPORT
- 1 X — ROAD CLOSED — R11-2
- 1 X — R3-4

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

CITY OF COLLEGE STATION
Home of Texas A&M University

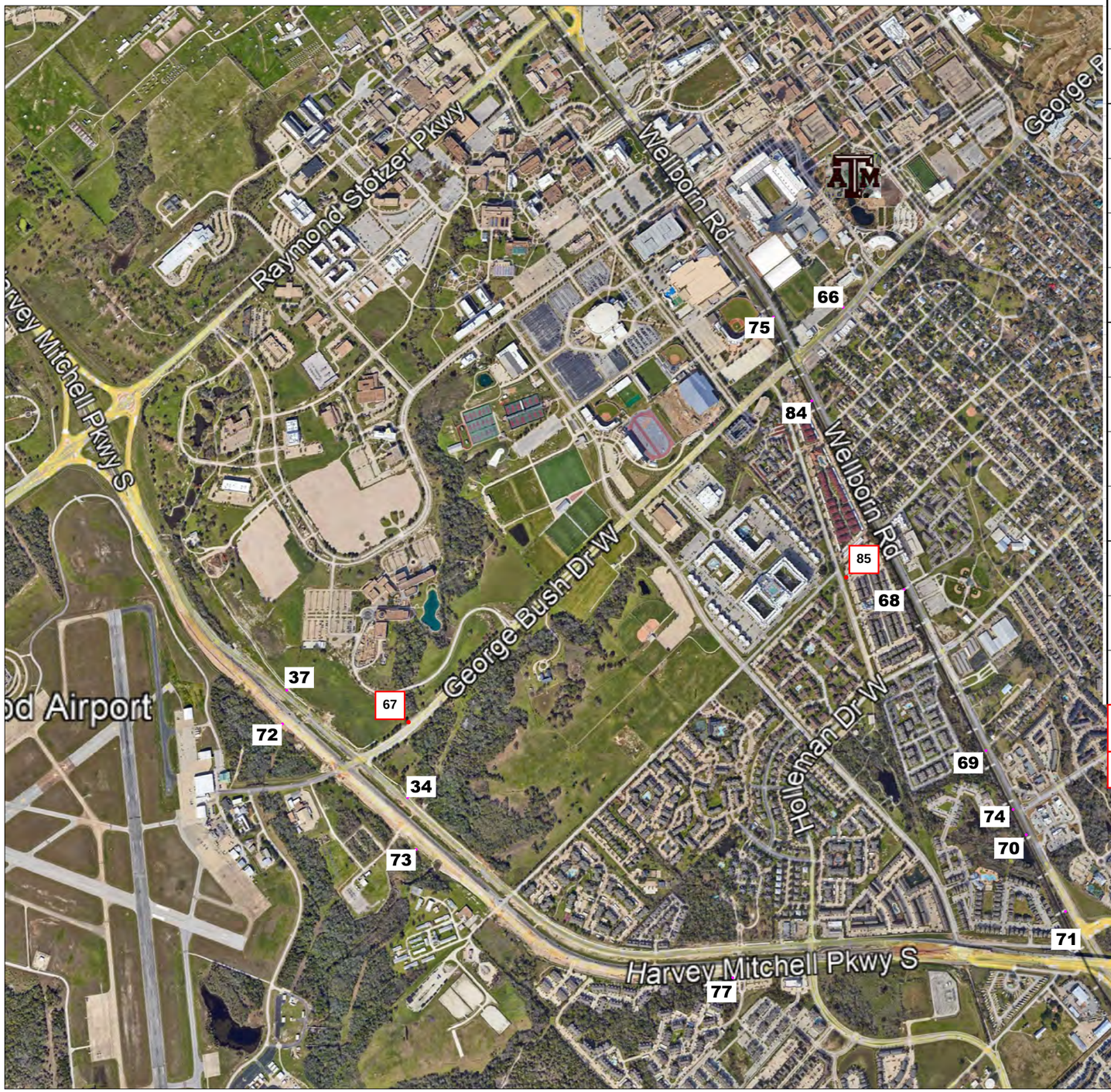
0' 25' 50' 100'

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

STA 363+00 TO STA 374+00

(JONES BUTLER RD & FM 2818)

SHEET NO.
27



MESSAGE BOARD LOCATION
-NTS-

MESSAGE BOARD				
NUMBER	TEXT	APPROX. LOCATION	TRAVEL DIRECTION	SHEET
34	NO RIGHT TURNS USE F&B RD	HARVEY MITCHELL PKWY AT TAMU SEWER PLANT RD	NORTHWEST	SHEET 23
37	FM 60 EXIT CLOSED USE F&B RD	HARVEY MITCHELL PKWY 200FT NORTHWEST OF GEORGE BUSH DR U-TURN LANE	NORTHWEST	SHEET 21
66	USE TWO LANES AT WELLBORN ←←	GEORGE BUSH DR AT MONTCLAIR AVENUE	SOUTHWEST	SHEET 16 & SHEET 5
68	NO LEFT TURN AT HOLLEMAN ↑↑↑↑	WELLBORN RD AT LONNIE LANE	SOUTHEAST	SHEET 7
69	AT SW PKWY ←↑↑↑	WELLBORN RD AT SOUTHLAND STREET	SOUTHEAST	SHEET 9
70	TO FM 2818 ↑↑↑	WELLBORN RD 250FT SOUTHEST OF SOUTHWEST PKWY	SOUTHEAST	SHEET 9
71	←↑↑ AT FM 2818	WELLBORN RD 250FT NORTHWEST OF HARVEY MITCHELL PKWY NORTH INTERCHANGE	SOUTHEAST	SHEET 10
72	NO LEFT OR U-TURNS GEORGE BUSH DR CLOSED	HARVEY MITCHELL PKWY 100FT NORTHWEST OF GEORGE BUSH DR U-TURN LANE	SOUTHEAST	SHEET 21
73	NO LEFT TURNS HOLLEMAN U-TURN CLOSED	HARVEY MITCHELL PKWY 300FT SOUTHEAST OF TAMU SEWER PLANT RD	SOUTHEAST	SHEET 23
74	LEFT LN MUST TURN AT SW PKWY	WELLBORN RD NORTH OF SOUTHWEST PKWY	SOUTHEAST	SHEET 9
75	NO TURNS AT G BUSH KEEP RIGHT	WELLBORN RD APPROX. 330 FT NORTH OF GEORGE BUSH DR WEST	SOUTHEAST	SHEET 5
77	NO LEFT OR U-TURNS AT HOLLEMAN	HARVEY MITCHELL PKWY AT THE HOLLEMAN DR U-TURN LANE	EAST	SHEET 25
84	USE FOUR LANES ↑↑↑↑	WELLBORN RD APPROX. 400 FT SOUTH OF GEORGE BUSH DR WEST	SOUTHEAST	SHEET 6
67	SB 2818 USE LEFT 2 LANES →→→	GEORGE BUSH DR WEST APPROX. 700 FT EAST OF FM 2818	WEST	ADDED TO TCP SEP 2025
85	NO LEFT TURNS / GEORGE BUSH CLOSED	MARION PUGH DR SOUTH OF LUTHER W ST	NORTH	ADDED TO TCP SEP 2025

NOTES:

1. SIGNS, BARRICADES, AND OTHER TRAFFIC CONTROL DEVICES SHALL BE INSTALLED PER THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES OR AS INDICATED ON THE TEXAS DEPARTMENT OF TRANSPORTATION STANDARD SHEETS, IF APPLICABLE.
2. PORTABLE CHANGEABLE MESSAGE SIGNS (PMCS) AND TRAILER MOUNTED FLASHER ARROWS TO BE SET UP BY THE CITY OF COLLEGE STATION FORCES.
3. PCMS ARE TO BE INSTALLED AT LEAST 320' PRIOR TO EACH CLOSED LEFT TURN LANE ON EACH BLOCK.

STATE OF TEXAS
RANDELL J. SMITH
110317
LICENSED
PROFESSIONAL ENGINEER

RANDELL J. SMITH, PE 7.23.2025

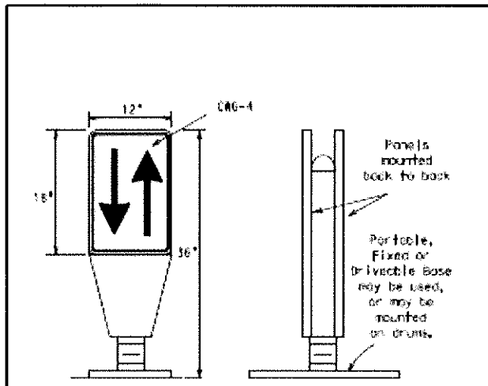
City of College Station
Home of Texas A&M University

Not To Scale

KYLE FIELD - GAMEDAY 2025
TRAFFIC CONTROL PLAN

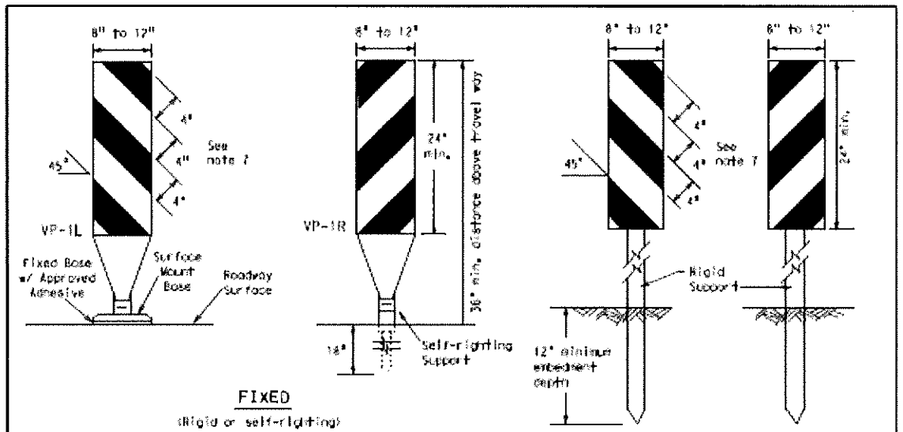
MESSAGE BOARDS
&
ITINERARY

SHEET NO.
28



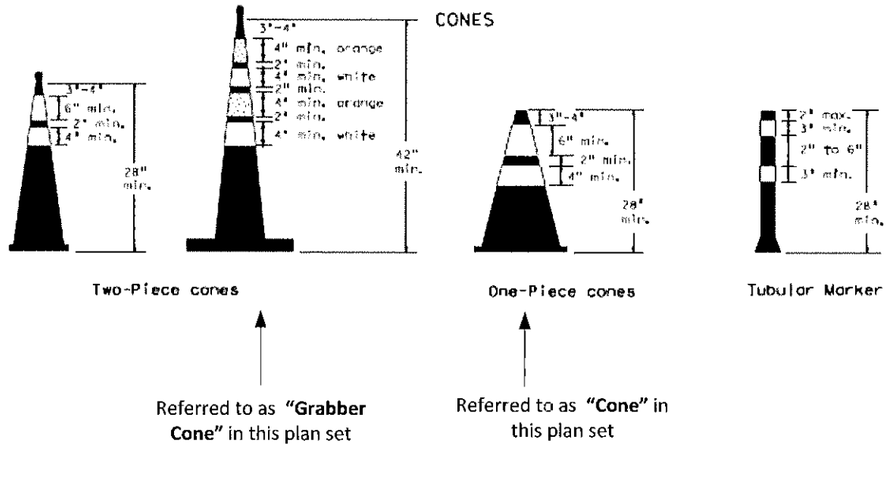
1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type D_{PL} or Type C_{PL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)



1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 16 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



Referred to as **"Grabber Cone"** in this plan set

Referred to as **"Cone"** in this plan set

28" Cones shall have a minimum weight of 9 1/2 lbs.

42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined in TC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.

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BARRICADE AND CONSTRUCTION (BC) STANDARD SHEETS GENERAL NOTES:

1. The Barricade and Construction Standard Sheets (BC sheets) are intended to show typical examples for placement of temporary traffic control devices, construction pavement markings, and typical work zone signs. The information contained in these sheets meet or exceed the requirements shown in the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).

2. The development and design of the Traffic Control Plan (TCP) is the responsibility of the Engineer.

3. The Contractor may propose changes to the TCP that are signed and sealed by a licensed professional engineer for approval. The Engineer may develop, sign and seal Contractor proposed changes.

4. The Contractor is responsible for installing and maintaining the traffic control devices as shown in the plans. The Contractor may not move or change the approximate location of any device without the approval of the Engineer.

5. Geometric design of lane shifts and detours should, when possible, meet the applicable design criteria contained in manuals such as the American Association of State Highway and Transportation Officials (AASHTO), "A Policy on Geometric Design of Highways and Streets", the TxDOT "Roadway Design Manual" or engineering judgment.

6. When projects obut, the Engineer(s) may amit the END ROAD WORK, TRAFFIC FINES DOUBLE, and other advance warning signs if the signing would be redundant and the work areas appear continuous to the motorists. If the adjacent project is completed first, the Contractor shall erect the necessary warning signs as shown on these sheets, the TCP sheets or as directed by the Engineer. The BEGIN ROAD WORK NEXT X MILES sign shall be revised to show appropriate work zone distance.

7. The Engineer may require duplicate warning signs on the median side of divided highways where median width will permit and traffic volumes justify the signing.

8. All signs shall be constructed in accordance with the details found in the "Standard Highway Sign Designs for Texas," latest edition. Sign details not shown in this manual shall be shown in the plans or the Engineer shall provide a detail to the Contractor before the sign is manufactured.

9. The temporary traffic control devices shown in the illustrations of the BC sheets are examples. As necessary, the Engineer will determine the most appropriate traffic control devices to be used.

10. As shown on BC(2), the OBEY WARNING SIGNS STATE LAW sign and the WORK ZONE TRAFFIC FINES DOUBLE sign with plaque shall be erected in advance of the CSJ limits. However, the TRAFFIC FINES DOUBLE sign will not be required on projects consisting solely of mobile operation work, such as striping or milling edgeline rumble strips. The BEGIN ROAD WORK NEXT X MILES, CONTRACTOR and END ROAD WORK signs shall be erected at or near the CSJ limits.

11. Except for devices required by Note 10, traffic control devices should be in place only while work is actually in progress or a definite need exists.

12. The Engineer has the final decision on the location of all traffic control devices.

13. Inactive equipment and work vehicles, including workers' private vehicles must be parked away from travel lanes. They should be as close to the right-of-way line as possible, or located behind a barrier or guardrail, or as approved by the Engineer.

WORKER SAFETY APPAREL NOTES:

1. Workers on foot who are exposed to traffic or to construction equipment within the right-of-way shall wear high-visibility safety apparel meeting the requirements of ISEA "American National Standard for High-Visibility Apparel" labeled as ANSI 107-2004 standard performance for Class 2 or 3 risk exposure. Class 3 garments should be considered for high traffic volume work areas or night time work.

Only pre-qualified products shall be used. The "Compliant Work Zone Traffic Control Devices List" (CWZTCD) describes pre-qualified products and their sources and may be found on-line at the web address given below or by contacting:

Texas Department of Transportation
Traffic Operations Division - TE
Phone (512) 416-3118

THE DOCUMENTS BELOW CAN BE FOUND ON-LINE AT http://www.txdot.gov
COMPLIANT WORK ZONE TRAFFIC CONTROL DEVICES LIST (CWZTCD)
DEPARTMENTAL MATERIAL SPECIFICATIONS (DMS)
MATERIAL PRODUCER LIST (MPL)
ROADWAY DESIGN MANUAL - SEE "MANUALS (ONLINE MANUALS)"
STANDARD HIGHWAY SIGN DESIGNS FOR TEXAS (SHSD)
TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD)
TRAFFIC ENGINEERING STANDARD SHEETS

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION GENERAL NOTES AND REQUIREMENTS

BC(1)-13

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REVISIONS				
4-03 5-10	DIST	COUNTY		SHEET NO.
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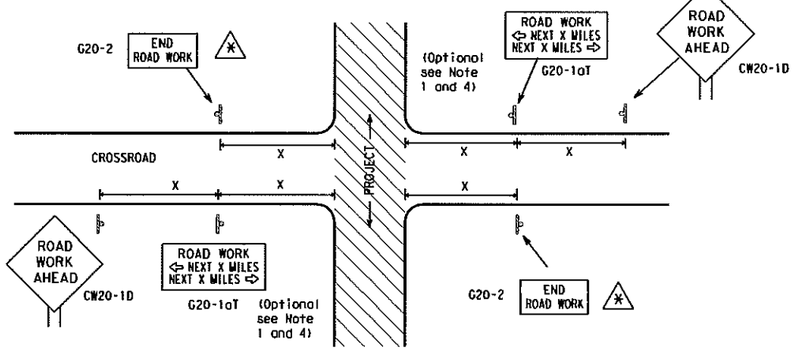
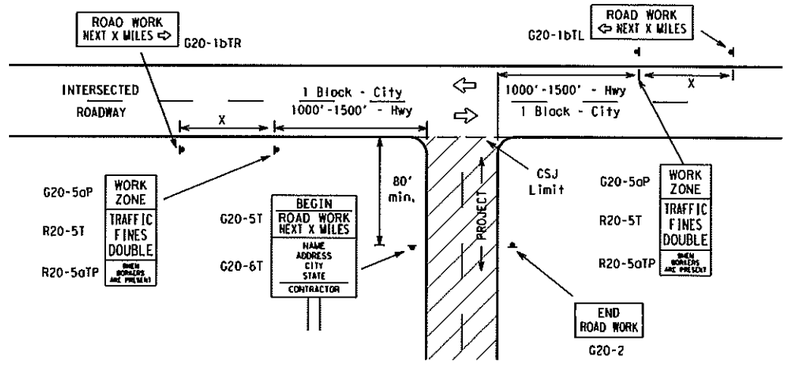
TYPICAL LOCATION OF CROSSROAD SIGNS



⚠ May be mounted on back of "ROAD WORK AHEAD"(CW20-1D) sign with approval of engineer. (See note 2 below)

1. The typical minimum signing on a crossrod approach should be a "ROAD WORK AHEAD" (CW20-1D)sign and a (G20-2) "END ROAD WORK" sign, unless noted otherwise in plans.
2. The Engineer may use the reduced size 36" x 36" ROAD WORK AHEAD (CW20-1D) sign mounted back to back with the reduced size 36" x 18" "END ROAD WORK"(G20-2) sign on low volume crossroads (see Note 4 under "Typical Construction Warning Sign Size and Spacing"). See the "Standard Highway Sign Designs for Texas" manual for sign details. The Engineer may omit the advance warning signs on low volume crossroads. The Engineer will determine whether o road is low volume. This information shall be shown in the plans.
3. Bosed on existing field conditions, the Engineer/Inspector moy require additional signs such as FLAGGER AHEAD, LOOSE GRAVEL, or other appropriate signs. When additional signs are required, these signs will be considered part of the minimum requirements. The Engineer/Inspector will determine the proper location and spacing of any sign not shown on the BC sheets, Traffic Control Plan sheets or the Work Zone Standard Sheets.
4. The "ROAD WORK NEXT X MILES"(G20-1aT)sign shall be required at high volume crossroads to advise motorists of the length of construction in either direction from the intersection. The Engineer will determine whether a roadway is considered high volume.
5. Additional traffic control devices may be shown elsewhere in the plans for higher volume crossroads.
6. When work occurs in the intersection area, appropriate traffic control devices, as shown elsewhere in the plans or as determined by the Engineer/Inspector, shall be in place.

T-INTERSECTION



CSJ LIMITS AT T-INTERSECTION

1. The Engineer will determine the types and location of any additional traffic control devices, such as a flagger and accompanying signs, or other signs, that should be used when work is being performed at or near an intersection.
2. If construction closes the road at a T-intersection the Contractor shall place the "CONTRACTOR NAME"(G20-6T) sign behind the Type 3 Barricades for the road closure (see BC(10) also). The "ROAD WORK NEXT X MILES" left arrow(G20-1bTL) and "ROAD WORK NEXT X MILES" right arrow (G20-1bTR)" signs shall be replaced by the detour signing called for in the plans.

TYPICAL CONSTRUCTION WARNING SIGN SIZE AND SPACING [1,5,6]

SIZE

Sign Number or Series	Conventional Road	Expressway/ Freeway
CW20[4], CW21, CW22, CW23, CW25	48" x 48"	48" x 48"
CW1, CW2, CW7, CW8, CW9, CW11, CW14	36" x 36"	48" x 48"
CW3, CW4, CW5, CW6, CW8-3, CW10, CW12	48" x 48"	48" x 48"

SPACING

Posted Speed	Sign Spacing "X" Δ
MPH	Feet (Apprx.)
30	120
35	160
40	240
45	320
50	400
55	500[2]
60	600[2]
65	700[2]
70	800[2]
75	900[2]
80	1000[2]
*	*[3]

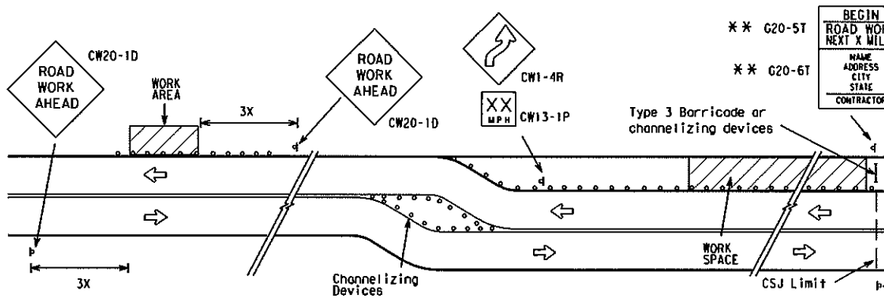
* For typical sign spacings on divided highways, expressways and freeways, see Part 6 of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) typical application diagrams or TCP Standard Sheets.

Δ Minimum distance from work area to first Advance Warning sign nearest the work area and/or distance between each additional sign.

GENERAL NOTES

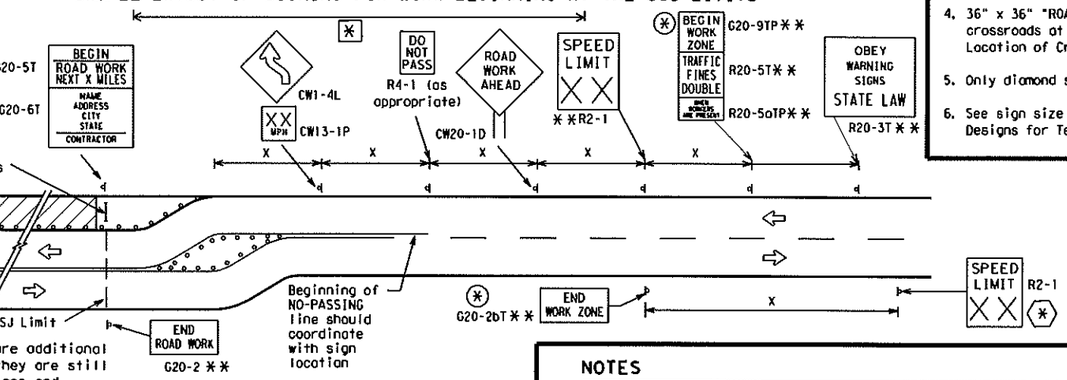
1. Special or larger size signs may be used as necessary.
2. Distance between signs should be increased as required to have 1500 feet advance warning.
3. Distance between signs should be increased as required to have 1/2 mile or more advance warning.
4. 36" x 36" "ROAD WORK AHEAD" (CW20-1D)signs may be used on low volume crossroads at the discretion of the Engineer. See Note 2 under "Typical Location of Crossroad Signs".
5. Only diamond shaped warning sign sizes are indicated.
6. See sign size listing in "TMUTCD", Sign Appendix or the "Standard Highway Sign Designs for Texas" manual for complete list of available sign design sizes.

WORK AREAS IN MULTIPLE LOCATIONS WITHIN CSJ LIMITS

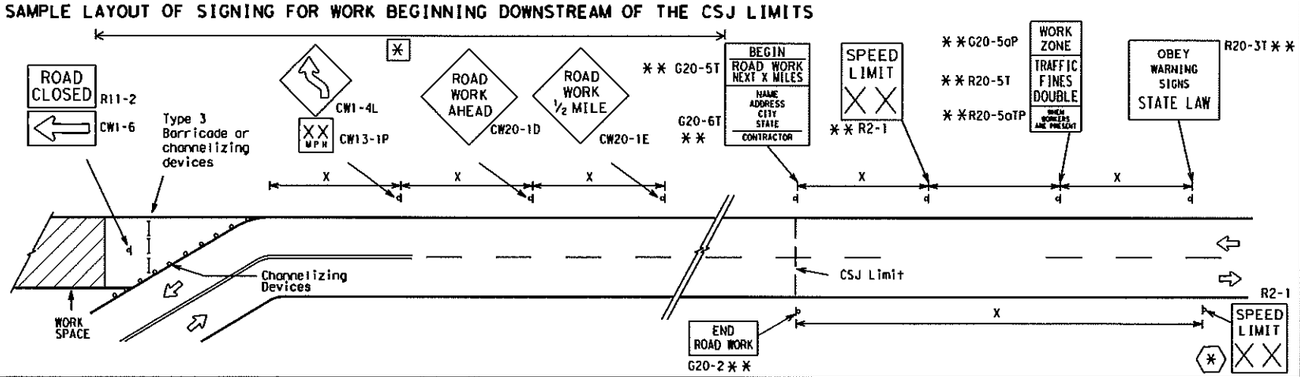


When extended distances occur between minimal work spaces, the Engineer/Inspector should ensure additional "ROAD WORK AHEAD"(CW20-1D)signs are placed in advance of these work areas to remind drivers they are still within the project limits. See the applicable TCP sheets for exact location and spacing of signs and channelizing devices.

SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING AT THE CSJ LIMITS



SAMPLE LAYOUT OF SIGNING FOR WORK BEGINNING DOWNSTREAM OF THE CSJ LIMITS



NOTES

The Contractor shall determine the appropriate distance to be placed on the G20-1 series signs and "BEGIN ROAD WORK NEXT X MILES"(G20-5T)sign for each specific project. This distance shall replace the "X" and shall be rounded to the nearest whole mile with the approval of the Engineer. No decimals shall be used.

(*) The "BEGIN WORK ZONE"(G20-9TP) and "END WORK ZONE" (G20-2bT) shall be used as shown on the sample layout when advance signs are required outside the CSJ Limits. They inform the motorist of entering or leaving a part of the work zone lying outside the CSJ Limits where traffic fines may double if workers are present.

** Required CSJ Limit signing. See Note 10 on BC(1). TRAFFIC FINES DOUBLE signs will not be required on projects consisting solely of mobile operations work.

✳ Area for placement of "ROAD WORK AHEAD" (CW20-1D)sign and other signs or devices as called for on the Traffic Control Plan.

(*) Contractor will install a regulatory speed limit sign at the end of the work zone.

LEGEND

⟼	Type 3 Barricade
○○○	Channelizing Devices
▬	Sign
X	See Typical Construction Warning Sign Size and Spacing chart or the TMUTCD for sign spacing requirements.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PROJECT LIMIT

BC(2)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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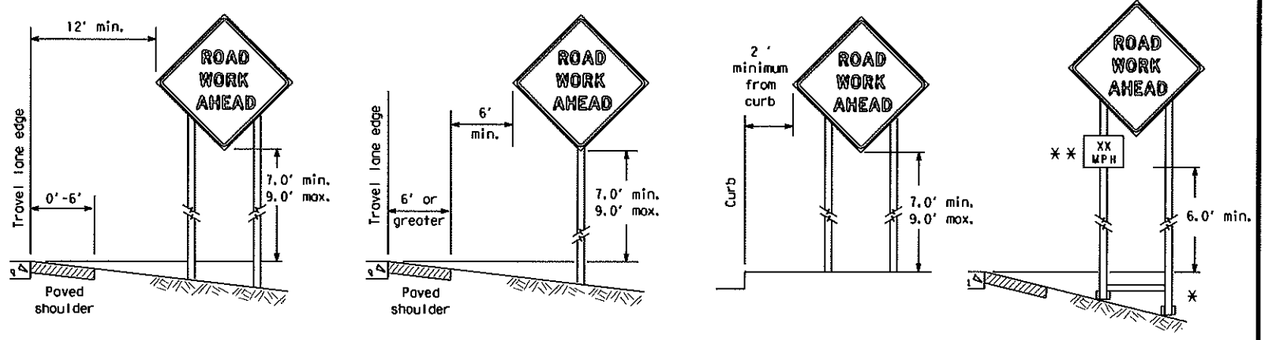
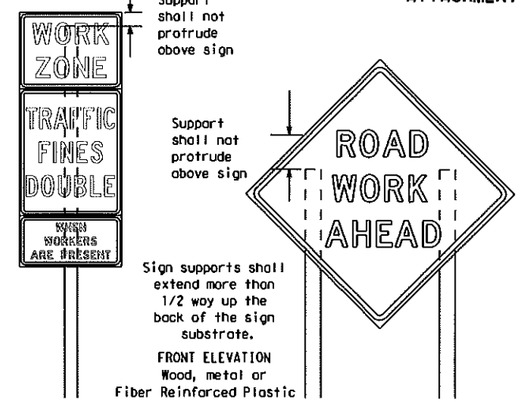
TYPICAL MINIMUM CLEARANCES FOR LONG TERM AND INTERMEDIATE TERM SIGNS

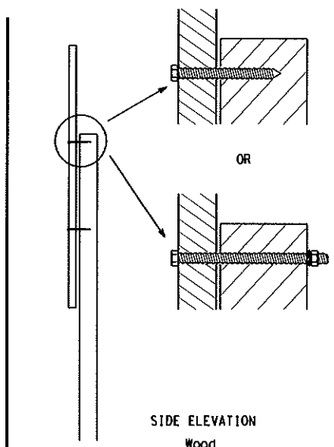


* When placing skid supports on unlevel ground, the leg post lengths must be adjusted so the sign appears straight and plumb. Objects shall NOT be placed under skids as a means of leveling.

** When plaques are placed on dual-leg supports, they should be attached to the upright nearest the travel lane. Supplemental plaques (advisory or distance) should not cover the surface of the parent sign.

ATTACHMENT FOR SIGN SUPPORTS





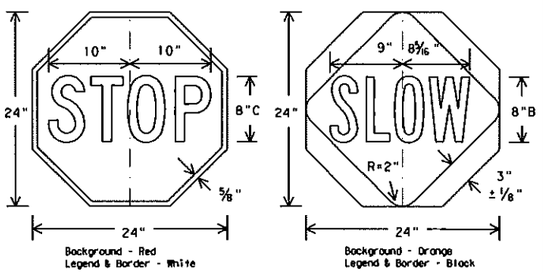
Attachment to wooden supports will be by bolts and nuts or screws. Use TxDOT's or manufacturer's recommended procedures for attaching sign substrates to other types of sign supports

Nails shall NOT be allowed. Each sign shall be attached directly to the sign support. Multiple signs shall not be joined or spliced by any means. Wood supports shall not be extended or repaired by splicing or other means.

Splicing embedded perforated square metal tubing in order to extend post height will only be allowed when the splice is made using four bolts, two above and two below the spice point. Splice must be located entirely behind the sign substrate, not near the base of the support. Splice insert lengths should be at least 5 times nominal post size, centered on the splice and of at least the same gauge material.

STOP/SLOW PADDLES

1. STOP/SLOW paddles are the primary method to control traffic by flaggers. The STOP/SLOW paddle size should be 24" x 24" as detailed below.
2. When used at night, the STOP/SLOW paddle shall be retroreflectorized.
3. STOP/SLOW paddles may be attached to a staff with a minimum length of 6' to the bottom of the sign.
4. Any lights incorporated into the STOP or SLOW paddle faces shall only be as specifically described in Section 6E.03 Hand Signaling Devices in the TMUTCD.



CONTRACTOR REQUIREMENTS FOR MAINTAINING PERMANENT SIGNS WITHIN THE PROJECT LIMITS

1. Permanent signs are used to give notice of traffic laws or regulations, call attention to conditions that are potentially hazardous to traffic operations, show route designations, destinations, directions, distances, services, points of interest, and other geographical, recreational, or cultural information. Drivers proceeding through a work zone need the same, if not better route guidance as normally installed on a roadway without construction.
2. When permanent regulatory or warning signs conflict with work zone conditions, remove or cover the permanent signs until the permanent sign message matches the roadway condition.
3. When existing permanent signs are moved and relocated due to construction purposes, they shall be visible to motorists at all times.
4. If existing signs are to be relocated on their original supports, they shall be installed on crashworthy bases as shown on the SMD Standard sheets. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards. This work should be paid for under the appropriate pay item for relocating existing signs.
5. If permanent signs are to be removed and relocated using temporary supports, the Contractor shall use crashworthy supports as shown on the BC sheets or the CWZTCD. The signs shall meet the required mounting heights shown on the BC Sheets or the SMD Standards during construction. This work should be paid for under the appropriate pay item for relocating existing signs.
6. Any sign or traffic control device that is struck or damaged by the Contractor or his/her construction equipment shall be replaced as soon as possible by the Contractor to ensure proper guidance for the motorists. This will be subsidiary to Item 502.

GENERAL NOTES FOR WORK ZONE SIGNS

1. Contractor shall install and maintain signs in a straight and plumb condition and/or as directed by the Engineer.
2. Wooden sign posts shall be painted white.
3. Barricades shall NOT be used as sign supports.
4. All signs shall be installed in accordance with the plans or as directed by the Engineer. Signs shall be used to regulate, warn, and guide the traveling public safely through the work zone.
5. The Contractor may furnish either the sign design shown in the plans or in the "Standard Highway Sign Designs for Texas" (SHSD). The Engineer/Inspector may require the Contractor to furnish other work zone signs that are shown in the TMUTCD but may have been omitted from the plans. Any variation in the plans shall be documented by written agreement between the Engineer and the Contractor's Responsible Person. All changes must be documented in writing before being implemented. This can include documenting the changes in the Inspector's TxDOT diary and having both the Inspector and Contractor initial and date the agreed upon changes.
6. The Contractor shall furnish sign supports listed in the "Compliant Work Zone Traffic Control Device List" (CWZTCD). The Contractor shall install the sign support in accordance with the manufacturer's recommendations. If there is a question regarding installation procedures, the Contractor shall furnish the Engineer a copy of the manufacturer's installation recommendations so the Engineer can verify the correct procedures are being followed.
7. The Contractor is responsible for installing signs on approved supports and replacing signs with damaged or cracked substrates and/or damaged or marred reflective sheeting as directed by the Engineer/Inspector.
8. Identification markings may be shown only on the back of the sign substrate. The maximum height of letters and/or company logos used for identification shall be 1 inch.
9. The Contractor shall replace damaged wood posts. New or damaged wood sign posts shall not be spliced.

DURATION OF WORK (as defined by the "Texas Manual on Uniform Traffic Control Devices" Part 6)

1. The types of sign supports, sign mounting height, the size of signs, and the type of sign substrates can vary based on the type of work being performed. The Engineer is responsible for selecting the appropriate size sign for the type of work being performed. The Contractor is responsible for ensuring the sign support, sign mounting height and substrate meets manufacturer's recommendations in regard to crashworthiness and duration of work requirements.
   a. Long-term stationary - work that occupies a location more than 3 days.
   b. Intermediate-term stationary - work that occupies a location more than one daylight period up to 3 days, or nighttime work lasting more than one hour.
   c. Short-term stationary - daytime work that occupies a location for more than 1 hour in a single daylight period.
   d. Short, duration - work that occupies a location up to 1 hour.
   e. Mobile - work that moves continuously or intermittently (stopping for up to approximately 15 minutes.)

SIGN MOUNTING HEIGHT

1. The bottom of Long-term/Intermediate-term signs shall be at least 7 feet, but not more than 9 feet, above the paved surface, except as shown for supplemental plaques mounted below other signs.
2. The bottom of Short-term/Short Duration signs shall be a minimum of 1 foot above the pavement surface but no more than 2 feet above the ground.
3. Long-term/Intermediate-term Signs may be used in lieu of Short-term/Short Duration signing.
4. Short-term/Short Duration signs shall be used only during daylight and shall be removed at the end of the workday or raised to appropriate Long-term/Intermediate sign height.
5. Regulatory signs shall be mounted at least 7 feet, but not more than 9 feet, above the paved surface regardless of work duration.

SIZE OF SIGNS

1. The Contractor shall furnish the sign sizes shown on BC (2) unless otherwise shown in the plans or as directed by the Engineer.

SIGN SUBSTRATES

1. The Contractor shall ensure the sign substrate is installed in accordance with the manufacturer's recommendations for the type of sign support that is being used. The CWZTCD lists each substrate that can be used on the different types and models of sign supports.
2. "Mesh" type materials are NOT an approved sign substrate, regardless of the tightness of the weave.
3. All wooden individual sign panels fabricated from 2 or more pieces shall have one or more plywood cleat, 1/2" thick by 6" wide, fastened to the back of the sign and extending fully across the sign. The cleat shall be attached to the back of the sign using wood screws that do not penetrate the face of the sign panel. The screws shall be placed on both sides of the splice and spaced at 6" centers. The Engineer may approve other methods of splicing the sign face.

REFLECTIVE SHEETING

1. All signs shall be retroreflective and constructed of sheeting meeting the color and retro-reflectivity requirements of DMS-8300 for rigid signs or DMS-8310 for roll-up signs. The web address for DMS specifications is shown on BC(1).
2. White sheeting, meeting the requirements of DMS-8300 Type A, shall be used for signs with a white background.
3. Orange sheeting, meeting the requirements of DMS-8300 Type B_{FL} or Type C_{FL}, shall be used for rigid signs with orange backgrounds.

SIGN LETTERS

1. All sign letters and numbers shall be clear, and open rounded type uppercase alphabet letters as approved by the Federal Highway Administration (FHWA) and as published in the "Standard Highway Sign Design for Texas" manual. Signs, letters and numbers shall be of first class workmanship in accordance with Department Standards and Specifications.

REMOVING OR COVERING

1. When sign messages may be confusing or do not apply, the signs shall be removed or completely covered.
2. Long-term stationary or intermediate stationary signs installed on square metal tubing may be turned away from traffic 90 degrees when the sign message is not applicable. This technique may not be used for signs installed in the median of divided highways or near any intersections where the sign may be seen from approaching traffic.
3. Signs installed on wooden skids shall not be turned at 90 degree angles to the roadway. These signs should be removed or completely covered when not required.
4. When signs are covered, the material used shall be opaque, such as heavy mil black plastic, or other materials which will cover the entire sign face and maintain their opaque properties under automobile headlights at night, without damaging the sign sheeting.
5. Burlap shall NOT be used to cover signs.
6. Duct tape or other adhesive material shall NOT be affixed to a sign face.
7. Signs and anchor stubs shall be removed and holes backfilled upon completion of work.

SIGN SUPPORT WEIGHTS

1. Where sign supports require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand should be used.
2. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight.
3. Rock, concrete, iron, steel or other solid objects shall not be permitted for use as sign support weights.
4. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs.
5. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall NOT be used.
6. Rubber ballasts designed for channelizing devices should not be used for ballast on portable sign supports. Sign supports designed and manufactured with rubber bases may be used when shown on the CWZTCD list.
7. Sandbags shall only be placed along or laid over the base supports of the traffic control device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners. Sandbags shall be placed along the length of the skids to weigh down the sign support.
8. Sandbags shall NOT be placed under the skid and shall not be used to level sign supports placed on slopes.

FLAGS ON SIGNS

1. Flags may be used to draw attention to warning signs. When used the flag shall be 16 inches square or larger and shall be orange or fluorescent red-orange in color. Flags shall not be allowed to cover any portion of the sign face.

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION TEMPORARY SIGN NOTES

BC(4)-13

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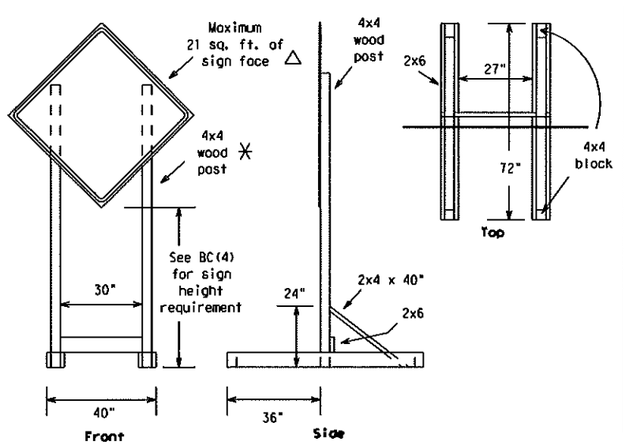
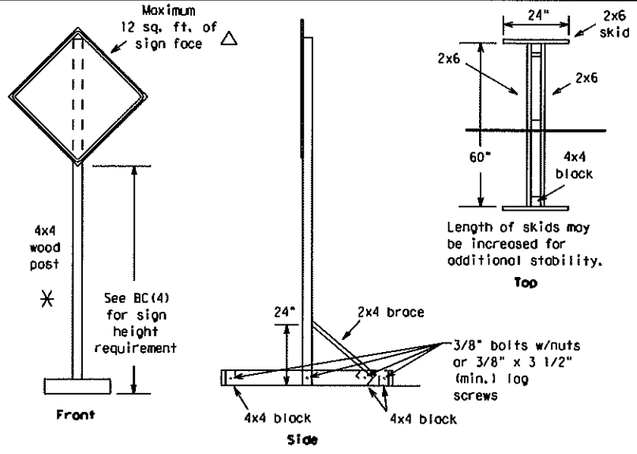
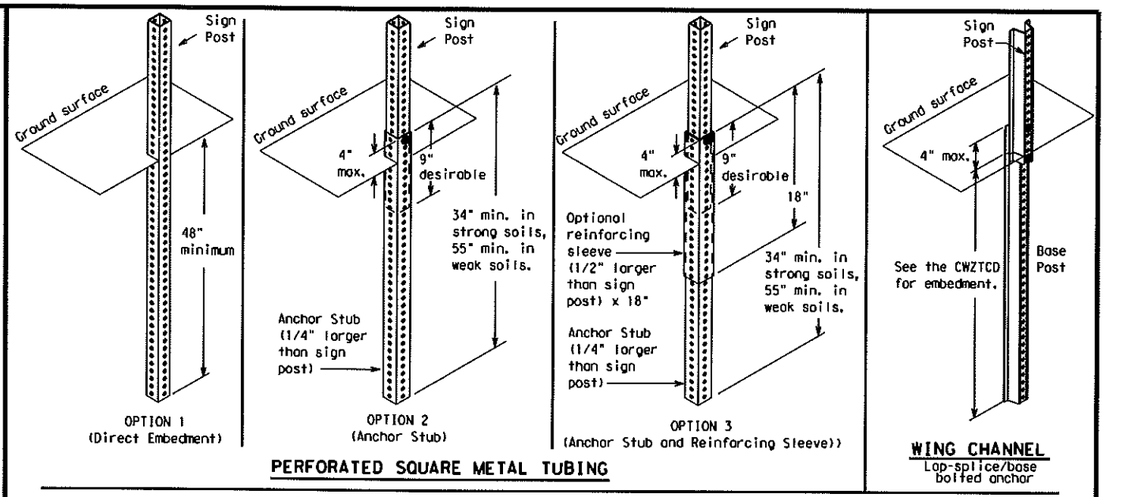




SKID MOUNTED WOOD SIGN SUPPORTS

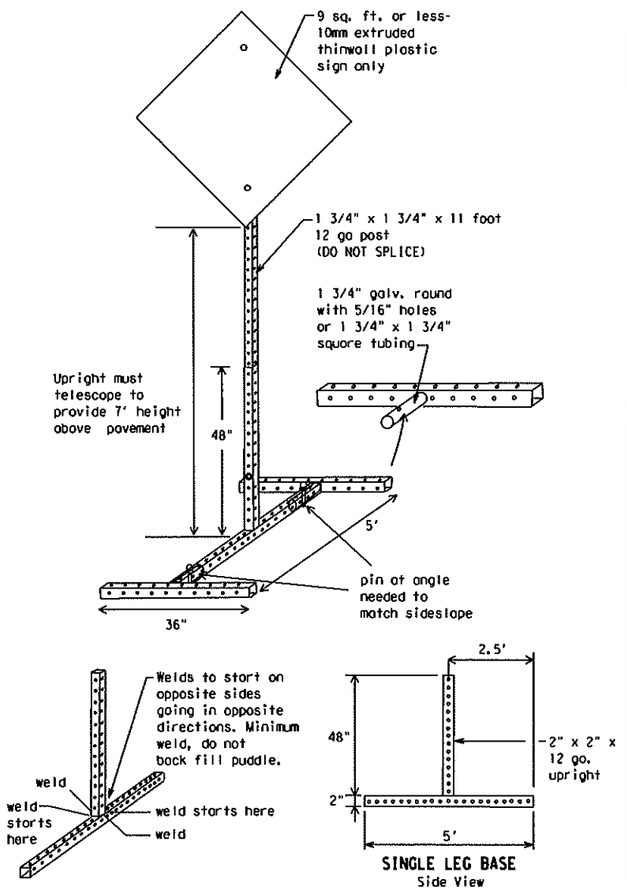
LONG/INTERMEDIATE TERM STATIONARY - PORTABLE SKID MOUNTED SIGN SUPPORTS □

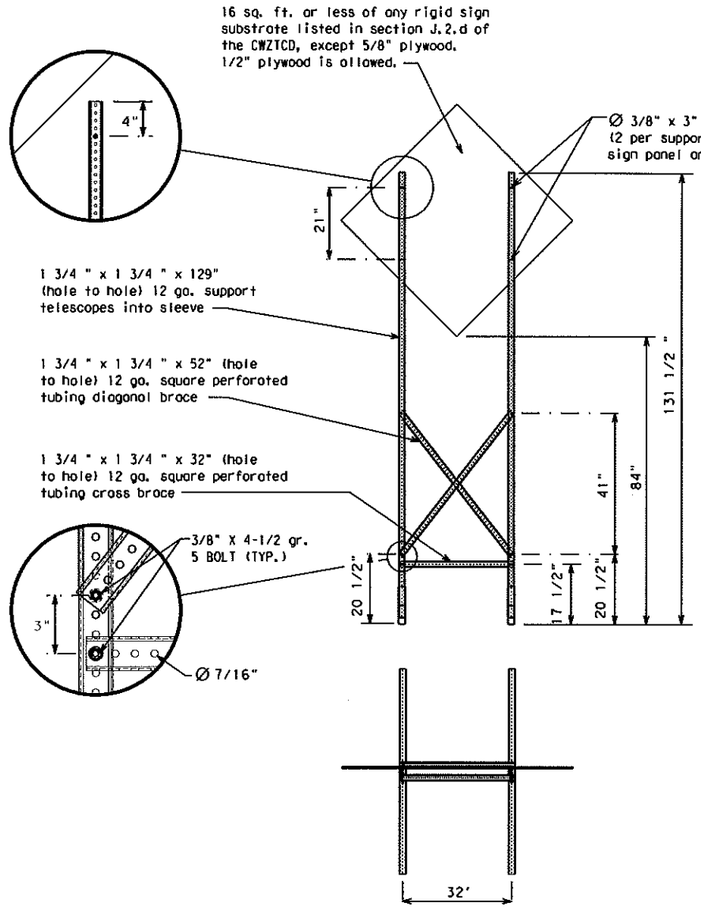


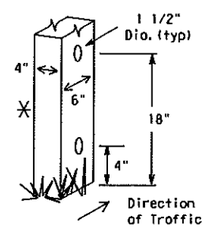
PERFORATED SQUARE METAL TUBING

GROUND MOUNTED SIGN SUPPORTS

Refer to the CWZTCD and the manufacturer's installation procedure for each type sign support.
The maximum sign square footage shall adhere to the manufacturer's recommendation.
Two post installations can be used for larger signs.

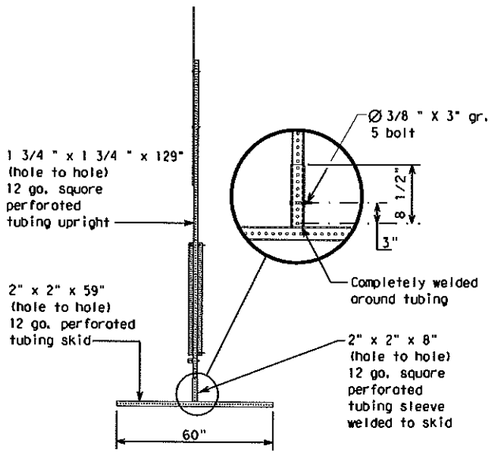






Nominal Post Size	Number of Posts	Maximum Sq. feet of Sign Face	Minimum Soil Embedment	Drilled Hole(s) Required
4 x 4	1	12	36"	NO
4 x 4	2	21	36"	NO
4 x 6	1	21	36"	YES
4 x 6	2	36	36"	YES

WOOD POST SYSTEM FOR GROUND MOUNTED SIGN SUPPORTS



WEDGE ANCHORS

Both steel and plastic Wedge Anchor Systems as shown on the SMD Standard Sheets may be used as temporary sign supports for signs up to 10 square feet of sign face. They may be set in concrete or in sturdy soils if approved by the Engineer. (See web address for "Traffic Engineering Standard Sheets" on BC(1)).

OTHER DESIGNS

MORE DETAILS OF APPROVED LONG/INTERMEDIATE AND SHORT TERM SUPPORTS CAN BE FOUND ON THE CWZTCD LIST. SEE BC(1) FOR WEBSITE LOCATION.

GENERAL NOTES

1. Nails may be used in the assembly of wooden sign supports, but 3/8" bolts with nuts or 3/8" x 3 1/2" lag screws must be used on every joint for final connection.
2. No more than 2 sign posts shall be placed within a 7 ft. circle, except for specific materials noted on the CWZTCD List.
3. When project is completed, all sign supports and foundations shall be removed from the project site. This will be considered subsidiary to Item 502.

□ See BC(4) for definition of "Work Duration."

✳ Wood sign posts MUST be one piece. Splicing will NOT be allowed. Posts shall be painted white.

△ See the CWZTCD for the type of sign substrate that can be used for each approved sign support.

Texas Department of Transportation | Traffic Operations Division Standard

SKID MOUNTED PERFORATED SQUARE STEEL TUBING SIGN SUPPORTS

BARRICADE AND CONSTRUCTION TYPICAL SIGN SUPPORT

BC(5)-13

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WHEN NOT IN USE, REMOVE THE PCMS FROM THE RIGHT-OF-WAY OR PLACE THE PCMS BEHIND BARRIER OR GUARDRAIL WITH SIGN PANEL TURNED PARALLEL TO TRAFFIC

PORTABLE CHANGEABLE MESSAGE SIGNS

1. The Engineer/Inspector shall approve all messages used on portable changeable message signs (PCMS).
2. Messages on PCMS should contain no more than 8 words (about four to eight characters per word), not including simple words such as "TO," "FOR," "AT," etc.
3. Messages should consist of a single phase, or two phases that alternate. Three-phase messages are not allowed. Each phase of the message should convey a single thought, and must be understood by itself.
4. Use the word "EXIT" to refer to an exit ramp on a freeway; i.e., "EXIT CLOSED." Do not use the term "RAMP."
5. Always use the route or interstate designation (IH, US, SH, FM) along with the number when referring to a roadway.
6. When in use the bottom of a stationary PCMS message panel should be a minimum 7 feet above the roadway, where possible.
7. The message term "WEEKEND" should be used only if the work is to start on Saturday morning and end by Sunday evening at midnight. Actual days and hours of work should be displayed on the PCMS if work is to begin on Friday evening and/or continue into Monday morning.
8. The Engineer/Inspector may select one of two options which are available for displaying a two-phase message on a PCMS. Each phase may be displayed for either four seconds each or for three seconds each.
9. Do not "flash" messages or words included in a message. The message should be steady burn or continuous while displayed.
10. Do not present redundant information on a two-phase message; i.e., keeping two lines of the message the same and changing the third line.
11. Do not use the word "Danger" in message.
12. Do not display the message "LANES SHIFT LEFT" or "LANES SHIFT RIGHT" on a PCMS. Drivers do not understand the message.
13. Do not display messages that scroll horizontally or vertically across the face of the sign.
14. The following table lists abbreviated words and two-word phrases that are acceptable for use on a PCMS. Both words in a phrase must be displayed together. Words or phrases not on this list should not be abbreviated, unless shown in the TMUTCD.
15. PCMS character height should be at least 18 inches for trailer mounted units. They should be visible from at least 1/2 (.5) mile and the text should be legible from at least 600 feet at night and 800 feet in daylight. Truck mounted units must have a character height of 10 inches and must be legible from at least 400 feet.
16. Each line of text should be centered on the message board rather than left or right justified.
17. If disabled, the PCMS should default to an illegible display that will not alarm motorists and will only be used to alert workers that the PCMS has malfunctioned. A pattern such as a series of horizontal solid bars is appropriate.

WORD OR PHRASE	ABBREVIATION
Access Road	ACCS RD
Alternate	ALT
Avenue	AVE
Best Route	BEST RTE
Boulevard	BLVD
Bridge	BRDG
Cannot	CANT
Center	CTR
Construction Ahead	CONST AHD
CROSSING	XING
Detour Route	DETOUR RTE
Do Not	DONT
East	E
Eastbound	(route) E
Emergency	EMER
Emergency Vehicle	EMER VEH
Entrance, Enter	ENT
Express Lane	EXP LN
Expressway	EXPWY
XXXX Feet	XXXX FT
Fog Ahead	FOG AHD
Freeway	FRWY, FWY
Freeway Blocked	FWY BLKD
Friday	FRI
Hazardous Driving	HAZ DRIVING
Hazardous Material	HAZMAT
High-Occupancy	HOV
Vehicle Highway	HWY
Hour(s)	HR, HRS
Information	INFO
It Is	ITS
Junction	JCT
Left	LFT
Left Lane	LFT LN
Lane Closed	LN CLOSED
Lower Level	LWR LEVEL
Maintenance	MAINT

WORD OR PHRASE	ABBREVIATION
Major	MAJ
Miles	MI
Miles Per Hour	MPH
Minor	MNR
Monday	MON
Normal	NORM
North	N
Northbound	(route) N
Parking	PKING
Road	RD
Right Lane	RT LN
Saturday	SAT
Service Road	SERV RD
Shoulder	SHLDR
Slippery	SLIP
South	S
Southbound	(route) S
Speed	SPD
Street	ST
Sunday	SUN
Telephone	PHONE
Temporary	TEMP
Thursday	THURS
To Downtown	TO DWNTN
Traffic	TRAF
Travelers	TRVLRS
Tuesday	TUES
Time Minutes	TIME MIN
Upper Level	UPR LEVEL
Vehicles (s)	VEH, VEHS
Warning	WARN
Wednesday	WED
Weight Limit	WT LIMIT
West	W
Westbound	(route) W
Wet Pavement	WET PVMT
Will Not	WONT

Roadway designation = IH-number, US-number, SH-number, FM-number

RECOMMENDED PHASES AND FORMATS FOR PCMS MESSAGES DURING ROADWORK ACTIVITIES

(The Engineer may approve other messages not specifically covered here.)

Phase 1: Condition Lists

Road/Lane/Ramp Closure List

- FREEWAY CLOSED X MILE
- FRONTAGE ROAD CLOSED
- ROAD CLOSED AT SH XXX
- SHOULDER CLOSED XXX FT
- ROAD CLSD AT FM XXXX
- RIGHT LN CLOSED XXX FT
- RIGHT X LANES CLOSED
- RIGHT X LANES OPEN
- CENTER LANE CLOSED
- DAYTIME LANE CLOSURES
- NIGHT LANE CLOSURES
- I-XX SOUTH EXIT CLOSED
- VARIOUS LANES CLOSED
- EXIT XXX CLOSED X MILE
- EXIT CLOSED
- RIGHT LN TO BE CLOSED
- MALL DRIVEWAY CLOSED
- X LANES CLOSED TUE - FRI
- XXXXXXXX BLVD CLOSED

Other Condition List

- ROADWORK XXX FT
- ROAD REPAIRS XXXX FT
- FLAGGER XXXX FT
- LANE NARROWS XXXX FT
- RIGHT LN NARROWS XXXX FT
- TWO-WAY TRAFFIC XX MILE
- MERGING TRAFFIC XXXX FT
- CONST TRAFFIC XXX FT
- LOOSE GRAVEL XXXX FT
- UNEVEN LANES XXXX FT
- DETOUR X MILE
- ROUGH ROAD XXXX FT
- ROADWORK PAST SH XXXX
- ROADWORK NEXT FRI-SUN
- BUMP XXXX FT
- US XXX EXIT X MILES
- TRAFFIC SIGNAL XXXX FT
- LANES SHIFT *

* LANES SHIFT in Phase 1 must be used with STAY IN LANE in Phase 2.

Phase 2: Possible Component Lists

Action to Take/Effect on Travel List

- MERGE RIGHT
- FORM X LINES RIGHT
- DETOUR NEXT X EXITS
- USE XXXXX RD EXIT
- USE EXIT XXX
- USE EXIT I-XX NORTH
- STAY ON US XXX SOUTH
- USE I-XX E TO I-XX N
- TRUCKS USE US XXX N
- WATCH FOR TRUCKS
- WATCH FOR TRUCKS
- EXPECT DELAYS
- EXPECT DELAYS
- PREPARE TO STOP
- REDUCE SPEED XXX FT
- END SHOULDER USE
- USE OTHER ROUTES
- WATCH FOR WORKERS
- STAY IN LANE *

Location List

- AT FM XXXX
- BEFORE RAILROAD CROSSING
- NEXT X MILES
- PAST US XXX EXIT
- XXXXXXX TO XXXXXXX
- US XXX TO FM XXXX

Warning List

- SPEED LIMIT XX MPH
- MAXIMUM SPEED XX MPH
- MINIMUM SPEED XX MPH
- ADVISORY SPEED XX MPH
- RIGHT LANE EXIT
- USE CAUTION
- DRIVE SAFELY
- DRIVE WITH CARE

** Advance Notice List

- TUE-FRI XX AM- X PM
- APR XX-XX X PM-X AM
- BEGINS MONDAY
- BEGINS MAY XX
- MAY X-X XX PM - XX AM
- NEXT FRI-SUN
- XX AM TO XX PM
- NEXT TUE AUG XX
- TONIGHT XX PM- XX AM

** See Application Guidelines Note 6.

APPLICATION GUIDELINES

1. Only 1 or 2 phases are to be used on a PCMS.
2. The 1st phase (or both) should be selected from the "Road/Lane/Ramp Closure List" and the "Other Condition List".
3. A 2nd phase can be selected from the "Action to Take/Effect on Travel, Location, General Warning, or Advance Notice Phase Lists".
4. A Location Phase is necessary only if a distance or location is not included in the first phase selected.
5. If two PCMS are used in sequence, they must be separated by a minimum of 1000 ft. Each PCMS shall be limited to two phases, and should be understandable by themselves.
6. For advance notice, when the current date is within seven days of the actual work date, calendar days should be replaced with days of the week. Advance notification should typically be for no more than one week prior to the work.

WORDING ALTERNATIVES

1. The words RIGHT, LEFT and ALL can be interchanged as appropriate.
2. Roadway designations IH, US, SH, FM and LP can be interchanged as appropriate.
3. EAST, WEST, NORTH and SOUTH (or abbreviations E, W, N and S) can be interchanged as appropriate.
4. Highway names and numbers replaced as appropriate.
5. ROAD, HIGHWAY and FREEWAY can be interchanged as needed.
6. AHEAD may be used instead of distances if necessary.
7. FT and MI, MILE and MILES interchanged as appropriate.
8. AT, BEFORE and PAST interchanged as needed.
9. Distances or AHEAD can be eliminated from the message if a location phase is used.

PCMS SIGNS WITHIN THE R.O.W. SHALL BE BEHIND GUARDRAIL OR CONCRETE BARRIER OR SHALL HAVE A MINIMUM OF FOUR (4) PLASTIC DRUMS PLACED PERPENDICULAR TO TRAFFIC ON THE UPSTREAM SIDE OF THE PCMS, WHEN EXPOSED TO ONE DIRECTION OF TRAFFIC. WHEN EXPOSED TO TWO WAY TRAFFIC, THE FOUR DRUMS SHOULD BE PLACED WITH ONE DRUM AT EACH OF THE FOUR CORNERS OF THE UNIT.

FULL MATRIX PCMS SIGNS

1. When Full Matrix PCMS signs are used, the character height and legibility/visibility requirements shall be maintained as listed in Note 15 under "PORTABLE CHANGEABLE MESSAGE SIGNS" above.
2. When symbol signs, such as the "Flagger Symbol" (CW20-7) are represented graphically on the Full Matrix PCMS sign and, with the approval of the Engineer, it shall maintain the legibility/visibility requirement listed above.
3. When symbol signs are represented graphically on the Full Matrix PCMS, they shall only supplement the use of the static sign represented, and shall not substitute for, or replace that sign.
4. A full matrix PCMS may be used to simulate a flashing arrow board provided it meets the visibility, flash rate and dimming requirements on 8C(7), for the same size arrow.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)

BC(6)-13

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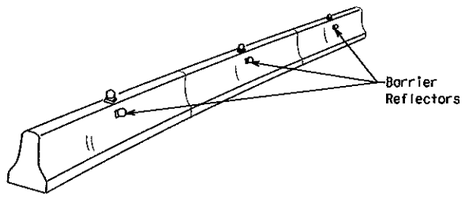
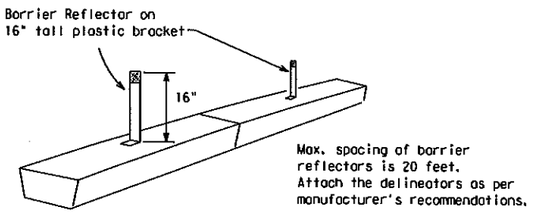
1. Barrier Reflectors shall be pre-qualified, and conform to the color and reflectivity requirements of DMS-8600. A list of prequalified Barrier Reflectors can be found at the Material Producer List web address shown on BC(1).
2. Color of Barrier Reflectors shall be as specified in the TMUTCD. The cost of the reflectors shall be considered subsidiary to Item 512.

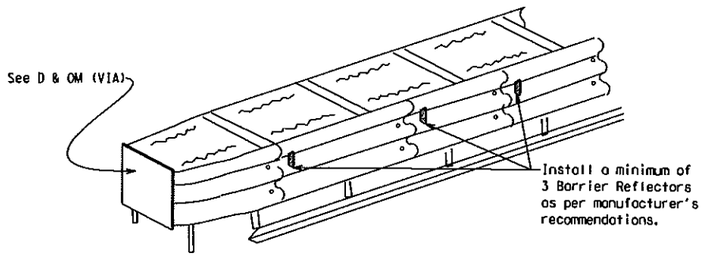


CONCRETE TRAFFIC BARRIER (CTB)

3. Where traffic is on one side of the CTB, two (2) Barrier Reflectors shall be mounted in approximately the midsection of each section of CTB. An alternate mounting location is uniformly spaced at one end of each CTB. This will allow for attachment of a barrier grapple without damaging the reflector. The Barrier Reflector mounted on the side of the CTB shall be located directly below the reflector mounted on top of the barrier, as shown in the detail above.
4. Where CTB separates two-way traffic, three barrier reflectors shall be mounted on each section of CTB. The reflector unit on top shall have two yellow reflective faces (Bi-Directional)while the reflectors on each side of the barrier shall have one yellow reflective face, as shown in the detail above.
5. When CTB separates traffic traveling in the same direction, no barrier reflectors will be required on top of the CTB.
6. Barrier Reflector units shall be yellow or white in color to match the edgeline being supplemented.
7. Maximum spacing of Barrier Reflectors is forty (40) feet.
8. Pavement markers or temporary flexible-reflective roadway marker tabs shall NOT be used as CTB delineation.
9. Attachment of Barrier Reflectors to CTB shall be per manufacturer's recommendations.
10. Missing or damaged Barrier Reflectors shall be replaced as directed by the Engineer.
11. Single slope barriers shall be delineated as shown on the above detail.



LOW PROFILE CONCRETE BARRIER (LPCB)

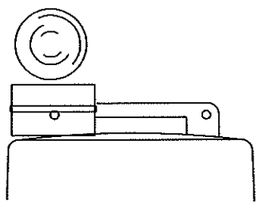


DELINEATION OF END TREATMENTS

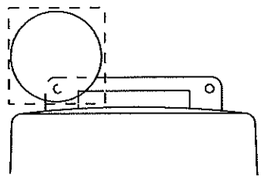
END TREATMENTS FOR CTB'S USED IN WORK ZONES

End treatments used on CTB's in work zones shall meet crashworthy standards as defined in the National Cooperative Highway Research Report 350. Refer to the CWZTCD List for approved end treatments and manufacturers.

BARRIER REFLECTORS FOR CONCRETE TRAFFIC BARRIER AND ATTENUATORS



Type C Warning Light or approved substitute mounted on a drum adjacent to the travel way.



Warning reflector may be round or square. Must have a yellow reflective surface area of at least 30 square inches

WARNING LIGHTS

1. Warning lights shall meet the requirements of the TMUTCD.
2. Warning lights shall NOT be installed on barricades.
3. Type A-Low Intensity Flashing Warning Lights are commonly used with drums. They are intended to warn of or mark a potentially hazardous area. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "FL". The Type A Warning Lights shall not be used with signs manufactured with Type B_{FL} or C_{FL} Sheeting meeting the requirements of Departmental Material Specification DMS-8300.
4. Type-C and Type D 360 degree Steady Burn Lights are intended to be used in a series for delineation to supplement other traffic control devices. Their use shall be as indicated on this sheet and/or other sheets of the plans by the designation "SB".
5. The Engineer/Inspector or the plans shall specify the location and type of warning lights to be installed on the traffic control devices.
6. When required by the Engineer, the Contractor shall furnish a copy of the warning lights certification. The warning light manufacturer will certify the warning lights meet the requirements of the latest ITE Purchase Specifications for Flashing and Steady-Burn Warning Lights.
7. When used to delineate curves, Type-C and Type D Steady Burn Lights should only be placed on the outside of the curve, not the inside.
8. The location of warning lights and warning reflectors on drums shall be as shown elsewhere in the plans.

WARNING LIGHTS MOUNTED ON PLASTIC DRUMS

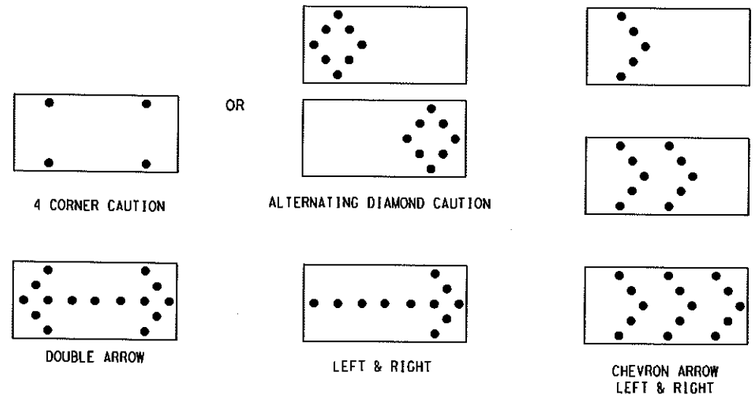
1. Type A flashing warning lights are intended to warn drivers that they are approaching or are in a potentially hazardous area.
2. Type A random flashing warning lights are not intended for delineation and shall not be used in a series.
3. A series of sequential flashing warning lights placed on channelizing devices to form a merging taper may be used for delineation. If used, the successive flashing of the sequential warning lights should occur from the beginning of the taper to the end of the merging taper in order to identify the desired vehicle path. The rate of flashing for each light shall be 65 flashes per minute, plus or minus 10 flashes.
4. Type C and D steady-burn warning lights are intended to be used in a series to delineate the edge of the travel lane on detours, on lane changes, on lane closures, and on other similar conditions.
5. Type A, Type C and Type D warning lights shall be installed at locations as detailed on other sheets in the plans.
6. Warning lights shall not be installed on a drum that has a sign, chevron or vertical panel.
7. The maximum spacing for warning lights on drums should be identical to the channelizing device spacing.

WARNING REFLECTORS MOUNTED ON PLASTIC DRUMS AS A SUBSTITUTE FOR TYPE C (STEADY BURN) WARNING LIGHTS

1. A warning reflector or approved substitute may be mounted on a plastic drum as a substitute for a Type C, steady burn warning light at the discretion of the Contractor unless otherwise noted in the plans.
2. The warning reflector shall be yellow in color and shall be manufactured using a sign substrate approved for use with plastic drums listed on the CWZTCD.
3. The warning reflector shall have a minimum retroreflective surface area (one-side) of 30 square inches.
4. Round reflectors shall be fully reflectorized, including the area where attached to the drum.
5. Square substrates must have a minimum of 30 square inches of reflectorized sheeting. They do not have to be reflectorized where it attaches to the drum.
6. The side of the warning reflector facing approaching traffic shall have sheeting meeting the color and retroreflectivity requirements for DMS 8300-Type B or Type C.
7. When used near two-way traffic, both sides of the warning reflector shall be reflectorized.
8. The warning reflector should be mounted on the side of the handle nearest approaching traffic.
9. The maximum spacing for warning reflectors should be identical to the channelizing device spacing requirements.

Arrow Boards may be located behind channelizing devices in place for a shoulder taper or merging taper, otherwise they shall be delineated with four (4) channelizing devices placed perpendicular to traffic on the upstream side of traffic.

1. The Flashing Arrow Board should be used for all lane closures on multi-lane roadways, or slow moving maintenance or construction activities on the travel lanes.
2. Flashing Arrow Boards should not be used on two-lane, two-way roadways, detours, diversions or work on shoulders unless the "CAUTION" display (see detail below) is used.
3. The Engineer/Inspector shall choose all appropriate signs, barricades and/or other traffic control devices that should be used in conjunction with the Flashing Arrow Board.
4. The Flashing Arrow Board should be able to display the following symbols:



5. The "CAUTION" display consists of four corner lamps flashing simultaneously, or the Alternating Diamond Caution mode as shown.
6. The straight line caution display is NOT ALLOWED.
7. The Flashing Arrow Board shall be capable of minimum 50 percent dimming from rated lamp voltage. The flashing rate of the lamps shall not be less than 25 nor more than 40 flashes per minute.
8. Minimum lamp "on time" shall be approximately 50 percent for the flashing arrow and equal intervals of 25 percent for each sequential phase of the flashing chevron.
9. The sequential arrow display is NOT ALLOWED.
10. The flashing arrow display is the TxDOT standard; however, the sequential Chevron display may be used during daylight operations.
11. The Flashing Arrow Board shall be mounted on a vehicle, trailer or other suitable support.
12. A Flashing Arrow Board SHALL NOT BE USED to laterally shift traffic.
13. A full matrix PCMS may be used to simulate a Flashing Arrow Board provided it meets visibility, flash rate and dimming requirements on this sheet for the same size arrow.
14. Minimum mounting height of trailer mounted Arrow Boards should be 7 feet from roadway to bottom of panel.

REQUIREMENTS			
TYPE	MINIMUM SIZE	MINIMUM NUMBER OF PANEL LAMPS	MINIMUM VISIBILITY DISTANCE
B	30 x 60	13	3/4 mile
C	48 x 96	15	1 mile

ATTENTION

Flashing Arrow Boards shall be equipped with automatic dimming devices.

WHEN NOT IN USE, REMOVE THE ARROW BOARD FROM THE RIGHT-OF-WAY OR PLACE THE ARROW BOARD BEHIND CONCRETE TRAFFIC BARRIER OR GUARDRAIL.

FLASHING ARROW BOARDS

TRUCK-MOUNTED ATTENUATORS

1. Truck-mounted attenuators (TMA) used on TxDOT facilities must meet the requirements outlined in the National Cooperative Highway Research Report No. 350 (NCHRP 350) or the Manual for Assessing Safety Hardware (MASH).
2. Refer to the CWZTCD for the requirements of Level 2 or Level 3 TMAs.
3. Refer to the CWZTCD for a list of approved TMAs.
4. TMAs are required on freeways unless otherwise noted in the plans.
5. A TMA should be used anytime that it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the work performance.
6. The only reason a TMA should not be required is when a work area is spread down the roadway and the work crew is on extended distance from the TMA.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION ARROW PANEL, REFLECTORS, WARNING LIGHTS & ATTENUATOR

BC(7)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
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GENERAL NOTES

1. For long term stationary work zones on freeways, drums shall be used as the primary channelizing device.
2. For intermediate term stationary work zones on freeways, drums should be used as the primary channelizing device but may be replaced in tangent sections by vertical panels, or 42" two-piece cones. In tangent sections one-piece cones may be used with the approval of the Engineer but only if personnel are present on the project at all times to maintain the cones in proper position and location.
3. For short term stationary work zones on freeways, drums are the preferred channelizing device but may be replaced in tapers, transitions and tangent sections by vertical panels, two-piece cones or one-piece cones as approved by the Engineer.
4. Drums and all related items shall comply with the requirements of the current version of the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD) and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
5. Drums, bases, and related materials shall exhibit good workmanship and shall be free from objectionable marks or defects that would adversely affect their appearance or serviceability.
6. The Contractor shall have a maximum of 24 hours to replace any plastic drums identified for replacement by the Engineer/Inspector. The replacement device must be an approved device.

GENERAL DESIGN REQUIREMENTS

Pre-qualified plastic drums shall meet the following requirements:

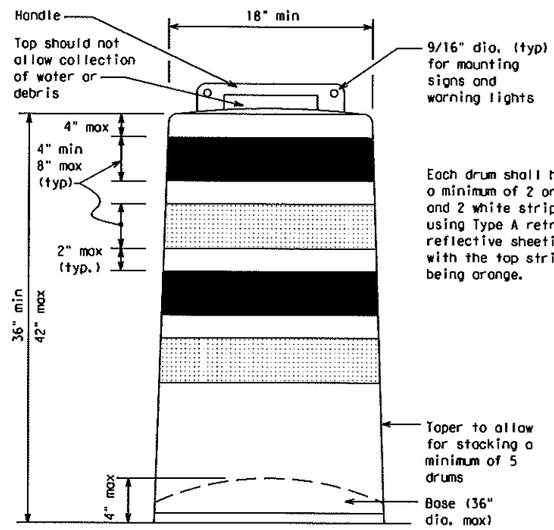
1. Plastic drums shall be a two-piece design; the "body" of the drum shall be the top portion and the "base" shall be the bottom.
2. The body and base shall lock together in such a manner that the body separates from the base when impacted by a vehicle traveling at a speed of 20 MPH or greater but prevents accidental separation due to normal handling and/or air turbulence created by passing vehicles.
3. Plastic drums shall be constructed of lightweight flexible, and deformable materials. The Contractor shall NOT use metal drums or single piece plastic drums as channelization devices or sign supports.
4. Drums shall present a profile that is a minimum of 18 inches in width at the 36 inch height when viewed from any direction. The height of drum unit (body installed on base) shall be a minimum of 36 inches and a maximum of 42 inches.
5. The top of the drum shall have a built-in handle for easy pickup and shall be designed to drain water and not collect debris. The handle shall have a minimum of two widely spaced 9/16 inch diameter holes to allow attachment of a warning light, warning reflector unit or approved compliant sign.
6. The exterior of the drum body shall have a minimum of four alternating orange and white retroreflective circumferential stripes not less than 4 inches nor greater than 8 inches in width. Any non-reflectorized space between any two adjacent stripes shall not exceed 2 inches in width.
7. Bases shall have a maximum width of 36 inches, a maximum height of 4 inches, and a minimum of two footholds of sufficient size to allow base to be held down while separating the drum body from the base.
8. Plastic drums shall be constructed of ultra-violet stabilized, orange, high-density polyethylene (HDPE) or other approved material.
9. Drum body shall have a maximum unballasted weight of 11 lbs.
10. Drum and base shall be marked with manufacturer's name and model number.

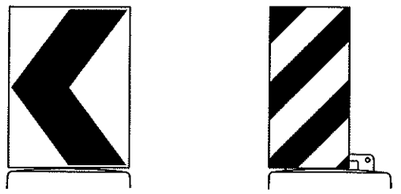
RETROREFLECTIVE SHEETING

1. The stripes used on drums shall be constructed of sheeting meeting the color and retroreflectivity requirements of Departmental Materials Specification DMS-8300, "Sign Face Materials." Type A reflective sheeting shall be supplied unless otherwise specified in the plans.
2. The sheeting shall be suitable for use on and shall adhere to the drum surface such that, upon vehicular impact, the sheeting shall remain adhered in-place and exhibit no delaminating, cracking, or loss of retroreflectivity other than that loss due to abrasion of the sheeting surface.

BALLAST

1. Unballasted bases shall be large enough to hold up to 50 lbs. of sand. This base, when filled with the ballast material, should weigh between 35 lbs (minimum) and 50 lbs (maximum). The ballast may be sand in one to three sandbags separate from the base, sand in a sand-filled plastic base, or other ballasting devices as approved by the Engineer. Stacking of sandbags will be allowed, however height of sandbags above pavement surface may not exceed 12 inches.
2. Bases with built-in ballast shall weigh between 40 lbs. and 50 lbs. Built-in ballast can be constructed of an integral crumb rubber base or a solid rubber base.
3. Recycled truck tire sidewalls may be used for ballast on drums approved for this type of ballast on the CWZTCD list.
4. The ballast shall not be heavy objects, water, or any material that would become hazardous to motorists, pedestrians, or workers when the drum is struck by a vehicle.
5. When used in regions susceptible to freezing, drums shall have drainage holes in the bottoms so that water will not collect and freeze becoming a hazard when struck by a vehicle.
6. Ballast shall not be placed on top of drums.
7. Adhesives may be used to secure base of drums to pavement.

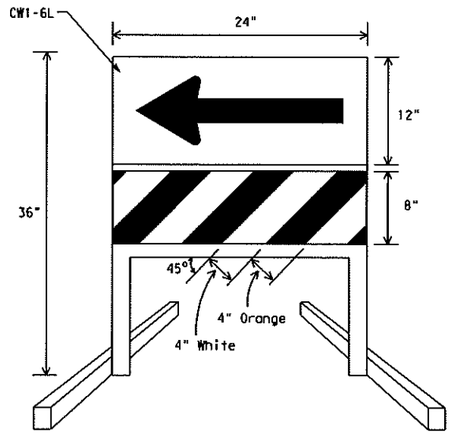




Plywood, Aluminum or Metal sign substrates shall NOT be used on plastic drums

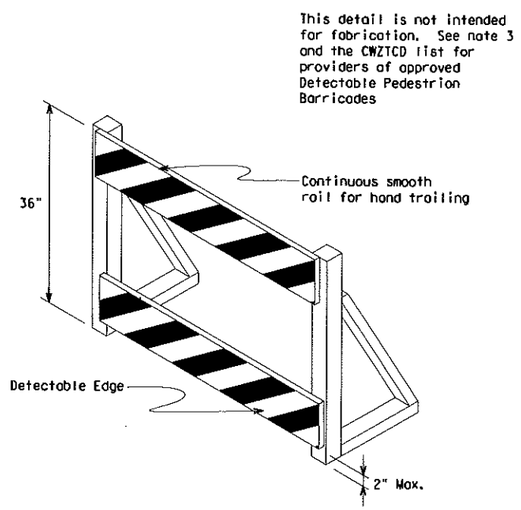
SIGNS, CHEVRONS, AND VERTICAL PANELS MOUNTED ON PLASTIC DRUMS

1. Signs used on plastic drums shall be manufactured using substrates listed on the CWZTCD.
2. Chevrons and other work zone signs with an orange background shall be manufactured with Type B_{FL} or Type C_{FL} Orange sheeting meeting the color and retroreflectivity requirements of DMS-8300, "Sign Face Material," unless otherwise specified in the plans.
3. Vertical Panels shall be manufactured with orange and white sheeting meeting the requirements of DMS-8300 Type A Diagonal stripes on Vertical Panels shall slope down toward the intended traveled lane.
4. Other sign messages (text or symbolic) may be used as approved by the Engineer. Sign dimensions shall not exceed 18 inches in width or 24 inches in height, except for the R9 series signs discussed in note 8 below.
5. Signs shall be installed using a 1/2 inch bolt (nominal) and nut, two washers, and one locking washer for each connection.
6. Mounting bolts and nuts shall be fully engaged and adequately torqued. Bolts should not extend more than 1/2 inch beyond nuts.
7. Chevrons may be placed on drums on the outside of curves, on merging tapers or on shifting tapers. When used in these locations they may be placed on every drum or spaced not more than on every third drum. A minimum of three (3) should be used at each location called for in the plans.
8. R9-9, R9-10, R9-11 and R9-11a Sidewalk Closed signs which are 24 inches wide may be mounted on plastic drums, with approval of the Engineer.



DIRECTION INDICATOR BARRICADE

1. The Direction Indicator Barricade may be used in tapers, transitions, and other areas where specific directional guidance to drivers is necessary.
2. If used, the Direction Indicator Barricade should be used in series to direct the driver through the transition and into the intended travel lane.
3. The Direction Indicator Barricade shall consist of One-Direction Large Arrow (CW1-6) sign in the size shown with a black arrow on a background of Type B_{FL} or Type C_{FL} Orange retroreflective sheeting above a rail with Type A retroreflective sheeting in alternating 4" white and orange stripes sloping downward at an angle of 45 degrees in the direction road users are to pass. Sheeting types shall be as per DMS 8300.
4. Double arrows on the Direction Indicator Barricade will not be allowed.
5. Approved manufacturers are shown on the CWZTCD List. Ballast shall be as approved by the manufacturers instructions.



DETECTABLE PEDESTRIAN BARRICADES

1. When existing pedestrian facilities are disrupted, closed, or relocated in a TTC zone, the temporary facilities shall be detectable and include accessibility features consistent with the features present in the existing pedestrian facility.
2. Where pedestrians with visual disabilities normally use the closed sidewalk, a device that is detectable by a person with a visual disability traveling with the aid of a long cane shall be placed across the full width of the closed sidewalk.
3. Detectable pedestrian barricades similar to the one pictured above, longitudinal channelizing devices, some concrete barriers, and wood or chain link fencing with a continuous detectable edging can satisfactorily delineate a pedestrian path.
4. Tape, rope, or plastic chain strung between devices are not detectable, do not comply with the design standards in the "Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG)" and should not be used as a control for pedestrian movements.
5. Warning lights shall not be attached to detectable pedestrian barricades.
6. Detectable pedestrian barricades may use 8" nominal barricade rails as shown on BC(10) provided that the top rail provides a smooth continuous rail suitable for hand trailing with no splinters, burrs, or sharp edges.

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(8)-13

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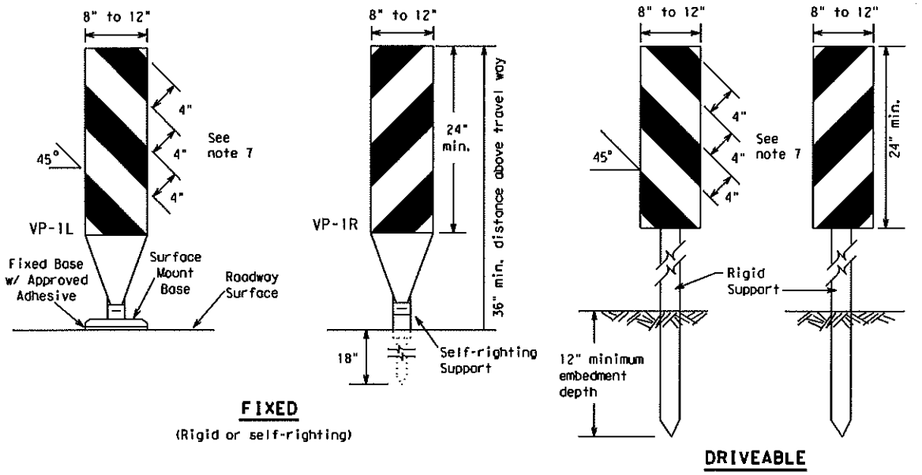
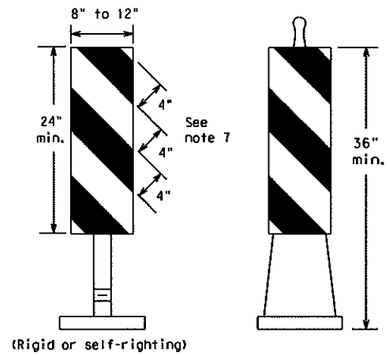


FIXED
(Rigid or self-righting)

DRIVEABLE

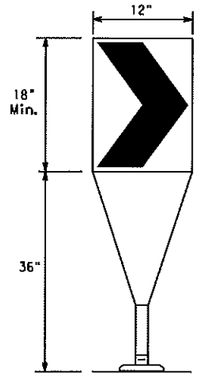


(Rigid or self-righting)

PORTABLE

1. Vertical Panels (VP's) are normally used to channelize traffic or divide opposing lanes of traffic.
2. VP's may be used in daytime or nighttime situations. They may be used at the edge of shoulder drop-offs and other areas such as lane transitions where positive daytime and nighttime delineation is required. The Engineer/Inspector shall refer to the Roadway Design Manual Appendix B "Treatment of Pavement Drop-offs in Work Zones" for additional guidelines on the use of VP's for drop-offs.
3. VP's should be mounted back to back if used at the edge of cuts adjacent to two-way two lane roadways. Stripes are to be reflective orange and reflective white and should always slope downward toward the travel lane.
4. VP's used on expressways and freeways or other high speed roadways, may have more than 270 square inches of retroreflective area facing traffic.
5. Self-righting supports are available with portable base. See "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
6. Sheeting for the VP's shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless noted otherwise.
7. Where the height of reflective material on the vertical panel is 36 inches or greater, a panel stripe of 6 inches shall be used.

VERTICAL PANELS (VPs)



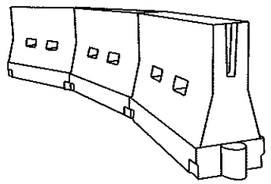
Fixed Base w/ Approved Adhesive (Driveable Base, or Flexible Support can be used)

1. The chevron shall be a vertical rectangle with a minimum size of 12 by 18 inches.
2. Chevrons are intended to give notice of a sharp change of alignment with the direction of travel and provide additional emphasis and guidance for vehicle operators with regard to changes in horizontal alignment of the roadway.
3. Chevrons, when used, shall be erected on the outside of a sharp curve or turn, or on the far side of an intersection. They shall be in line with and at right angles to approaching traffic. Spacing should be such that the motorist always has three in view, until the change in alignment eliminates its need.
4. To be effective, the chevron should be visible for at least 500 feet.
5. Chevrons shall be orange with a black nonreflective legend. Sheeting for the chevron shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.
6. For Long Term Stationary use on tapers or transitions on freeways and divided highways self-righting chevrons may be used to supplement plastic drums but not to replace plastic drums.

CHEVRONS

GENERAL NOTES

1. Work Zone channelizing devices illustrated on this sheet may be installed in close proximity to traffic and are suitable for use on high or low speed roadways. The Engineer/Inspector shall ensure that spacing and placement is uniform and in accordance with the "Texas Manual on Uniform Traffic Control Devices" (TMUTCD).
2. Channelizing devices shown on this sheet may have a driveable, fixed or portable base. The requirement for self-righting channelizing devices must be specified in the General Notes or other plan sheets.
3. Channelizing devices on self-righting supports should be used in work zone areas where channelizing devices are frequently impacted by errant vehicles or vehicle related wind gusts making alignment of the channelizing devices difficult to maintain. Locations of these devices shall be detailed elsewhere in the plans. These devices shall conform to the TMUTCD and the "Compliant Work Zone Traffic Control Devices List" (CWZTCD).
4. The Contractor shall maintain devices in a clean condition and replace damaged, nonreflective, faded, or broken devices and bases as required by the Engineer/Inspector. The Contractor shall be required to maintain proper device spacing and alignment.
5. Portable bases shall be fabricated from virgin and/or recycled rubber. The portable bases shall weigh a minimum of 30 lbs.
6. Pavement surfaces shall be prepared in a manner that ensures proper bonding between the adhesives, the fixed mount bases and the pavement surface. Adhesives shall be prepared and applied according to the manufacturer's recommendations.
7. The installation and removal of channelizing devices shall not cause detrimental effects to the final pavement surfaces, including pavement surface discoloration or surface integrity. Driveable bases shall not be permitted on final pavement surfaces. The Engineer/Inspector shall approve all application and removal procedures of fixed bases.



LONGITUDINAL CHANNELIZING DEVICES (LCD)

1. LCDs are crashworthy, lightweight, deformable devices that are highly visible, have good target value and can be connected together. They are not designed to contain or redirect a vehicle on impact.
2. LCDs may be used instead of a line of cones or drums.
3. LCDs shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. LCDs should not be used to provide positive protection for obstacles, pedestrians or workers.
5. LCDs shall be supplemented with retroreflective delineation as required for temporary barriers on BC(7) when placed roughly parallel to the travel lanes.
6. LCDs used as barricades placed perpendicular to traffic should have at least one row of reflective sheeting meeting the requirements for barricade rails as shown on BC(10) placed near the top of the LCD along the full length of the device.

WATER BALLASTED SYSTEMS USED AS BARRIERS

1. Water ballasted systems used as barriers shall not be used solely to channelize road users, but also to protect the work space per the appropriate NCHRP 350 crashworthiness requirements based on roadway speed and barrier application.
2. Water ballasted systems used to channelize vehicular traffic shall be supplemented with retroreflective delineation or channelizing devices to improve daytime/nighttime visibility. They may also be supplemented with pavement markings.
3. Water ballasted systems used as barriers shall be placed in accordance to application and installation requirements specific to the device, and used only when shown on the CWZTCD list.
4. Water ballasted systems used as barriers should not be used for a merging taper except in low speed (less than 45 MPH) urban areas. When used on a taper in a low speed urban area, the taper shall be delineated and the taper length should be designed to optimize road user operations considering the available geometric conditions.
5. When water ballasted systems used as barriers have blunt ends exposed to traffic, they should be attenuated as per manufacturer recommendations or flared to a point outside the clear zone.

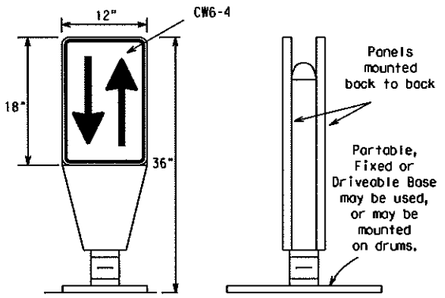
If used to channelize pedestrians, longitudinal channelizing devices or water ballasted systems must have a continuous detectable bottom for users of long canes and the top of the unit shall not be less than 32 inches in height.

HOLLOW OR WATER BALLASTED SYSTEMS USED AS LONGITUDINAL CHANNELIZING DEVICES OR BARRIERS

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'
35		205'	225'	245'	35'	70'
40		265'	295'	320'	40'	80'
45		450'	495'	540'	45'	90'
50		500'	550'	600'	50'	100'
55	L=WS	550'	605'	660'	55'	110'
60		600'	660'	720'	60'	120'
65		650'	715'	780'	65'	130'
70		700'	770'	840'	70'	140'
75		750'	825'	900'	75'	150'
80		800'	880'	960'	80'	160'

** Taper lengths have been rounded off.
L=Length of Taper (FT.) W=Width of Offset (FT.)
S=Posted Speed (MPH)

SUGGESTED MAXIMUM SPACING OF CHANNELIZING DEVICES AND MINIMUM DESIRABLE TAPER LENGTHS



1. Opposing Traffic Lane Dividers (OTLD) are delineation devices designed to convert a normal one-way roadway section to two-way operation. OTLD's are used on temporary centerlines. The upward and downward arrows on the sign's face indicate the direction of traffic on either side of the divider. The base is secured to the pavement with an adhesive or rubber weight to minimize movement caused by a vehicle impact or wind gust.
2. The OTLD may be used in combination with 42" cones or VPs.
3. Spacing between the OTLD shall not exceed 500 feet. 42" cones or VPs placed between the OTLD's should not exceed 100 foot spacing.
4. The OTLD shall be orange with a black non-reflective legend. Sheeting for the OTLD shall be retroreflective Type B_{FL} or Type C_{FL} conforming to Departmental Material Specification DMS-8300, unless noted otherwise. The legend shall meet the requirements of DMS-8300.

OPPOSING TRAFFIC LANE DIVIDERS (OTLD)

SHEET 9 OF 12

Texas Department of Transportation | Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(9)-13

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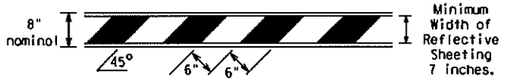
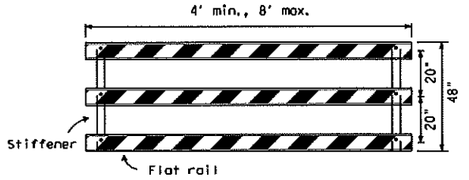
TYPE 3 BARRICADES

1. Refer to the Compliant Work Zone Traffic Control Devices List (CWZTCD) for details of the Type 3 Barricades and a list of all materials used in the construction of Type 3 Barricades.
2. Type 3 Barricades shall be used at each end of construction projects closed to all traffic.
3. Barricades extending across a roadway should have stripes that slope downward in the direction toward which traffic must turn in detouring. When both right and left turns are provided, the chevron striping may slope downward in both directions from the center of the barricade. Where no turns are provided at a closed road striping should slope downward in both directions toward the center of roadway.
4. Striping of rails, for the right side of the roadway, should slope downward to the left. For the left side of the roadway, striping should slope downward to the right.
5. Identification markings may be shown only on the back of the barricade rails. The maximum height of letters and/or company logos used for identification shall be 1".
6. Barricades shall not be placed parallel to traffic unless an adequate clear zone is provided.
7. Warning lights shall NOT be installed on barricades.
8. Where barricades require the use of weights to keep from turning over, the use of sandbags with dry, cohesionless sand is recommended. The sandbags will be tied shut to keep the sand from spilling and to maintain a constant weight. Sand bags shall not be stacked in a manner that covers any portion of a barricade rails reflective sheeting. Rock, concrete, iron, steel or other solid objects will NOT be permitted. Sandbags should weigh a minimum of 35 lbs and a maximum of 50 lbs. Sandbags shall be made of a durable material that tears upon vehicular impact. Rubber (such as tire inner tubes) shall not be used for sandbags. Sandbags shall only be placed along or upon the base supports of the device and shall not be suspended above ground level or hung with rope, wire, chains or other fasteners.
9. Sheeting for barricades shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300 unless otherwise noted.

Barricades shall NOT be used as a sign support.



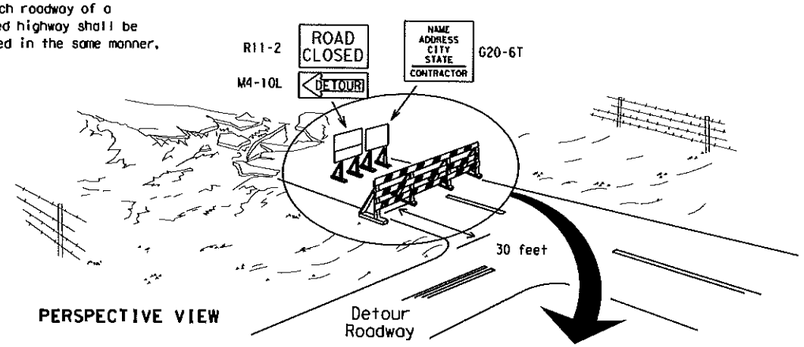
TYPICAL STRIPING DETAIL FOR BARRICADE RAIL



Stiffener may be inside or outside of support, but no more than 2 stiffeners shall be allowed on one barricade.

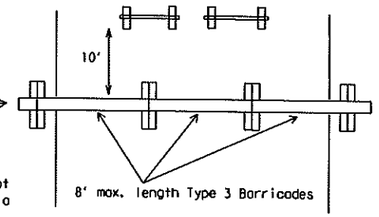
TYPICAL PANEL DETAIL FOR SKID OR POST TYPE BARRICADES

Each roadway of a divided highway shall be barricaded in the same manner.



PERSPECTIVE VIEW

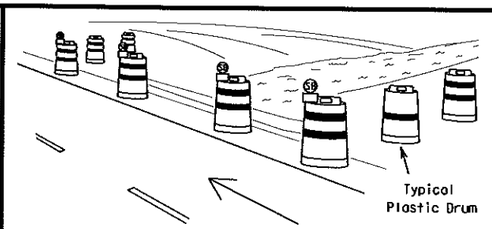
The three rails on Type 3 barricades shall be reflectorized orange and reflective white stripes on one side facing one-way traffic and both sides for two-way traffic.
Barricade striping should slant downward in the direction of detour.



PLAN VIEW

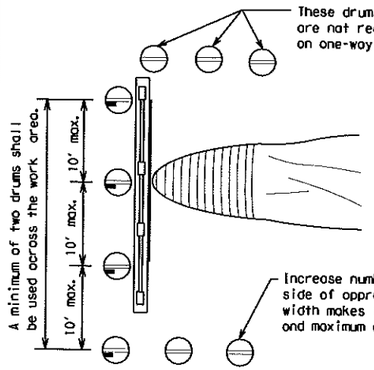
1. Signs should be mounted on independent supports at a 7 foot mounting height in center of roadway. The signs should be a minimum of 10 feet behind Type 3 Barricades.
2. Advance signing shall be as specified elsewhere in the plans.

TYPE 3 BARRICADE (POST AND SKID) TYPICAL APPLICATION



PERSPECTIVE VIEW

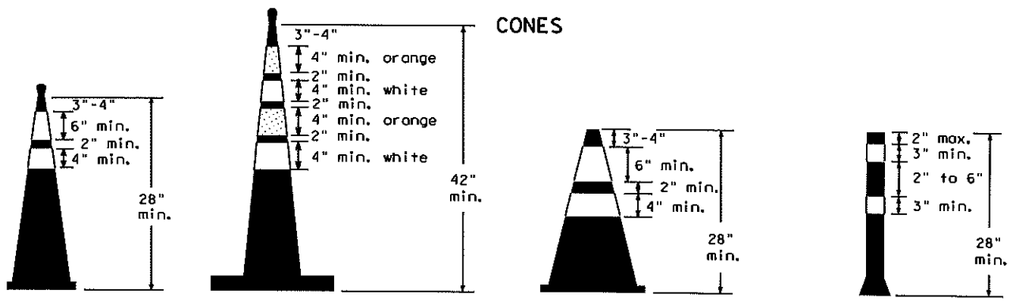
1. Where positive redirectional capability is provided, drums may be omitted.
2. Plastic construction fencing may be used with drums for safety as required in the plans.
3. Vertical Panels on flexible support may be substituted for drums when the shoulder width is less than 4 feet.
4. When the shoulder width is greater than 12 feet, steady-burn lights may be omitted if drums are used.
5. Drums must extend the length of the culvert widening.



PLAN VIEW

LEGEND	
	Plastic drum
	Plastic drum with steady burn light or yellow warning reflector
SB	Steady burn warning light or yellow warning reflector

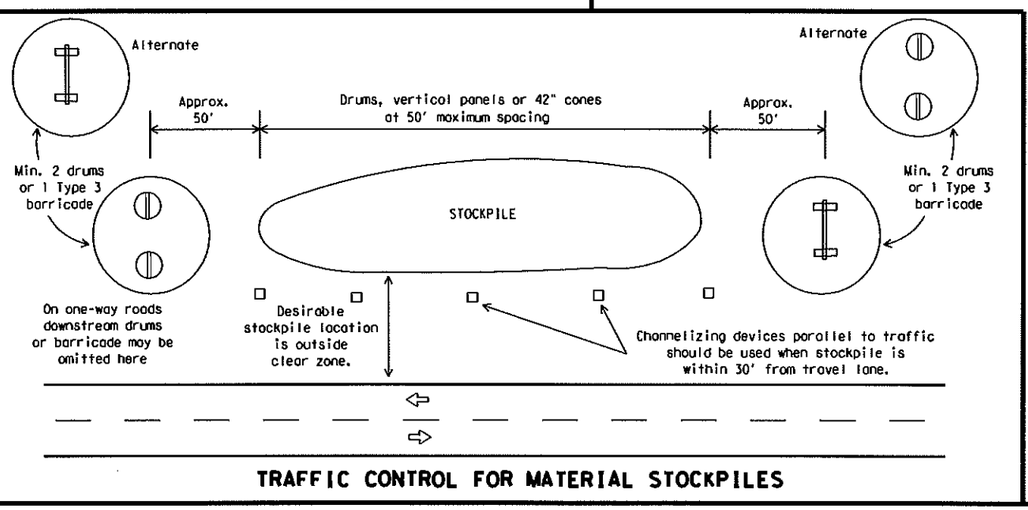
CULVERT WIDENING OR OTHER ISOLATED WORK WITHIN THE PROJECT LIMITS



28" Cones shall have a minimum weight of 9 1/2 lbs.

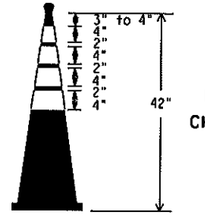
42" 2-piece cones shall have a minimum weight of 30 lbs. including base.

1. Traffic cones and tubular markers shall be predominantly orange, and meet the height and weight requirements shown above.
2. One-piece cones have the body and base of the cone molded in one consolidated unit. Two-piece cones have a cone shaped body and a separate rubber base, or ballast, that is added to keep the device upright and in place.
3. Two-piece cones may have a handle or loop extending up to 8" above the minimum height shown, in order to aid in retrieving the device.
4. Cones or tubular markers used at night shall have white or white and orange reflective bands as shown above. The reflective bands shall have a smooth, sealed outer surface and meet the requirements of Departmental Material Specification DMS-8300 Type A.
5. 28" cones and tubular markers are generally suitable for short duration and short-term stationary work as defined on BC(4). These should not be used for intermediate-term or long-term stationary work unless personnel is on-site to maintain them in their proper upright position.
6. 42" two-piece cones, vertical panels or drums are suitable for all work zone durations.
7. Cones or tubular markers used on each project should be of the same size and shape.



TRAFFIC CONTROL FOR MATERIAL STOCKPILES

THIS DEVICE SHALL NOT BE USED ON PROJECTS LET AFTER MARCH 2014.



EDGELINE CHANNELIZER

1. This device is intended only for use in place of a vertical panel to channelize traffic by indicating the edge of the travel lane. It is not intended to be used in transitions or tapers.
2. This device shall not be used to separate lanes of traffic (opposing or otherwise) or warn of objects.
3. This device is based on a 42 inch, two-piece cone with an alternate striping pattern: four 4 inch retroreflective bands, with an approximate 2 inch gap between bands. The color of the band should correspond to the color of the edgeline (yellow for left edgeline, white for right edgeline) for which the device is substituted or for which it supplements. The reflectorized bands shall be retroreflective Type A conforming to Departmental Material Specification DMS-8300, unless otherwise noted.
4. The base must weigh a minimum of 30 lbs.

SHEET 10 OF 12

Texas Department of Transportation

Traffic Operations Division Standard

BARRICADE AND CONSTRUCTION CHANNELIZING DEVICES

BC(10)-13

FILE: bc-13.dgn	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
©TxDOT November 2002	CONT	SECT	JOB	HIGHWAY
REVISIONS 9-07 7-13	DIST	COUNTY		SHEET NO.

DATE:
FILE:

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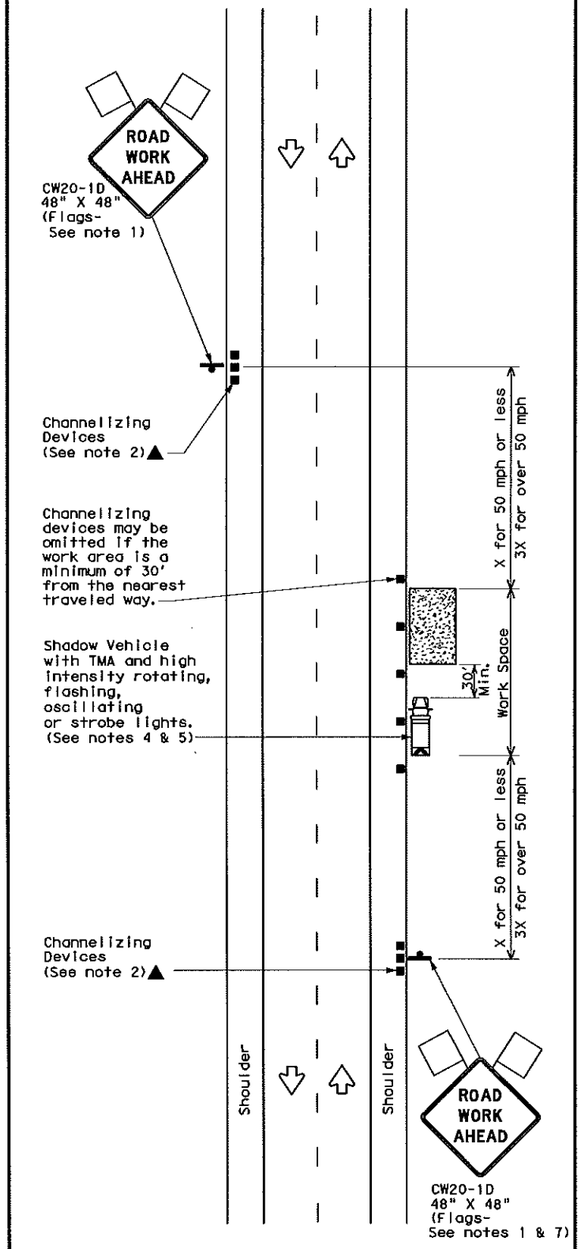
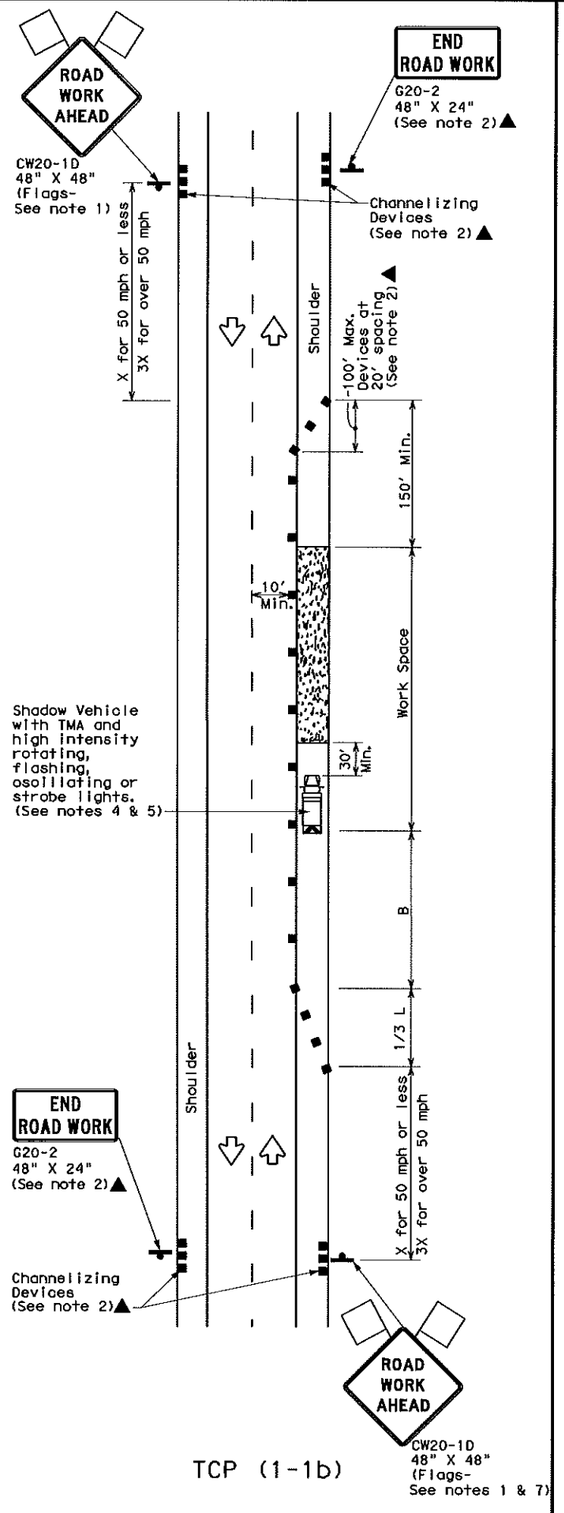


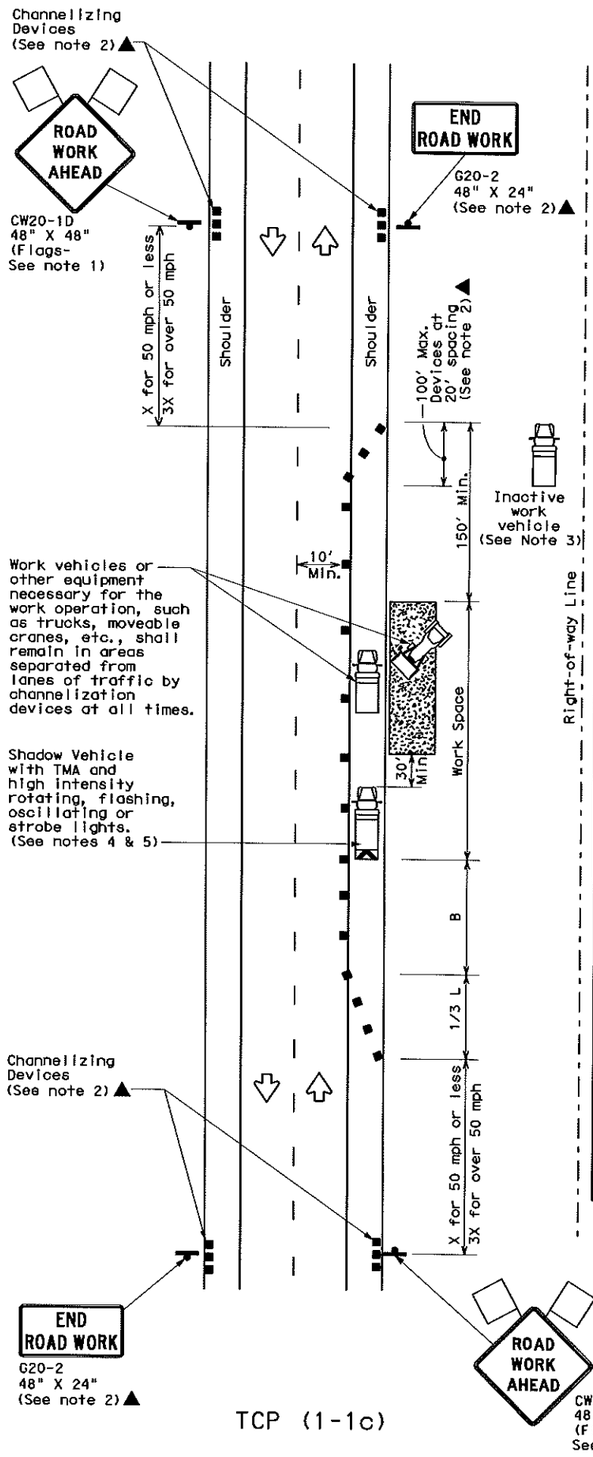
TCP (1-1a)

WORK SPACE NEAR SHOULDER
Conventional Roads



TCP (1-1b)

WORK SPACE ON SHOULDER
Conventional Roads



TCP (1-1c)

WORK VEHICLES ON SHOULDER
Conventional Roads

LEGEND			
	Type 3 Barricade	■■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Inactive work vehicles or other equipment should be parked near the right-of-way line and not parked on the paved shoulder.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
6. See TCP(5-1)for shoulder work on divided highways, expressways and freeways.
7. CW21-5 "SHOULDER WORK" signs may be used in place of CW20-1D "ROAD WORK AHEAD" signs for shoulder work on conventional roadways.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN CONVENTIONAL ROAD SHOULDER WORK

TCP(1-1)-12

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REVISIONS	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
2-94 2-12	CONT	SECT	JOB	HIGHWAY
8-95				
1-97	DIST	COUNTY		SHEET NO.
4-98				

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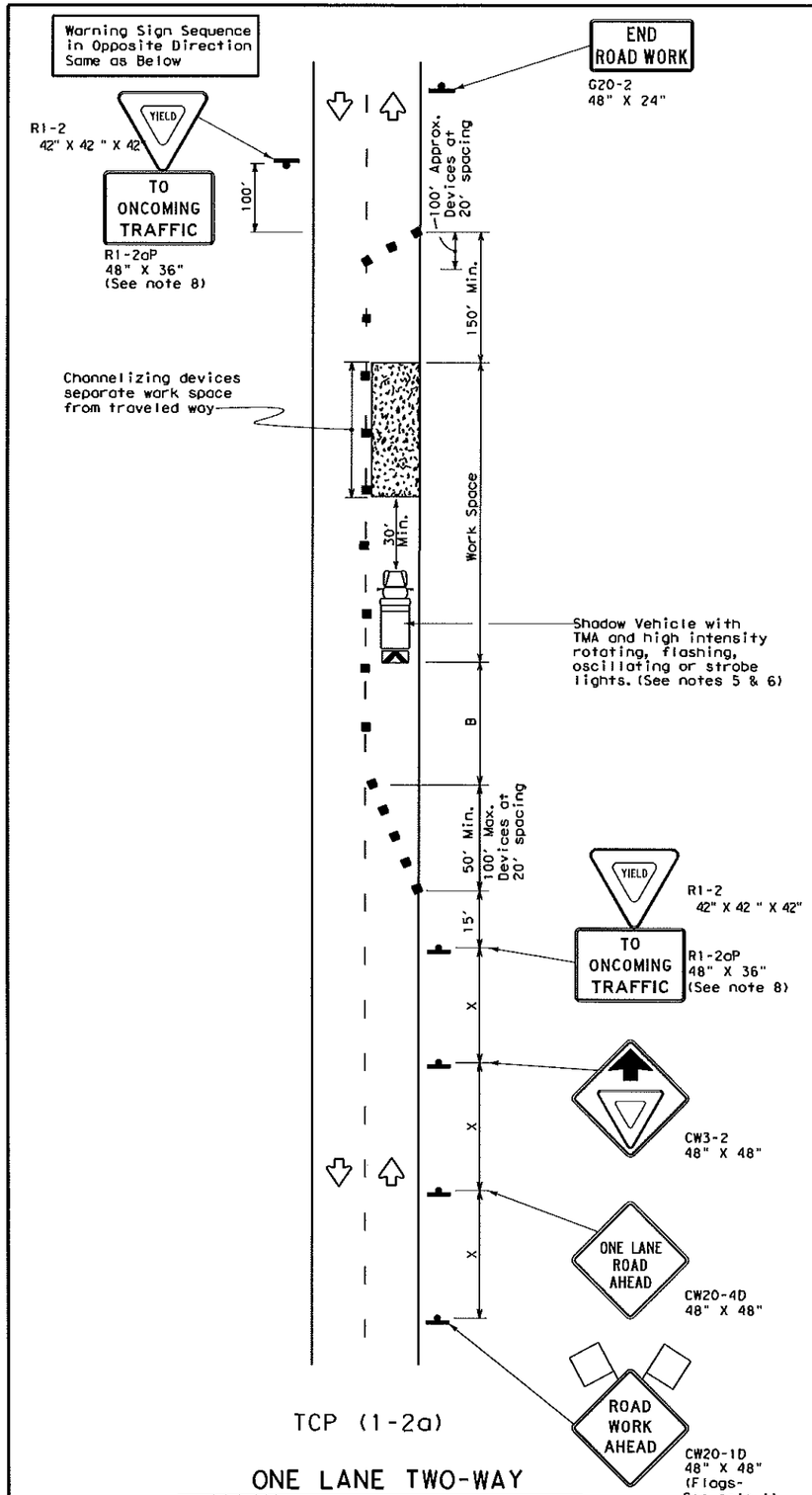
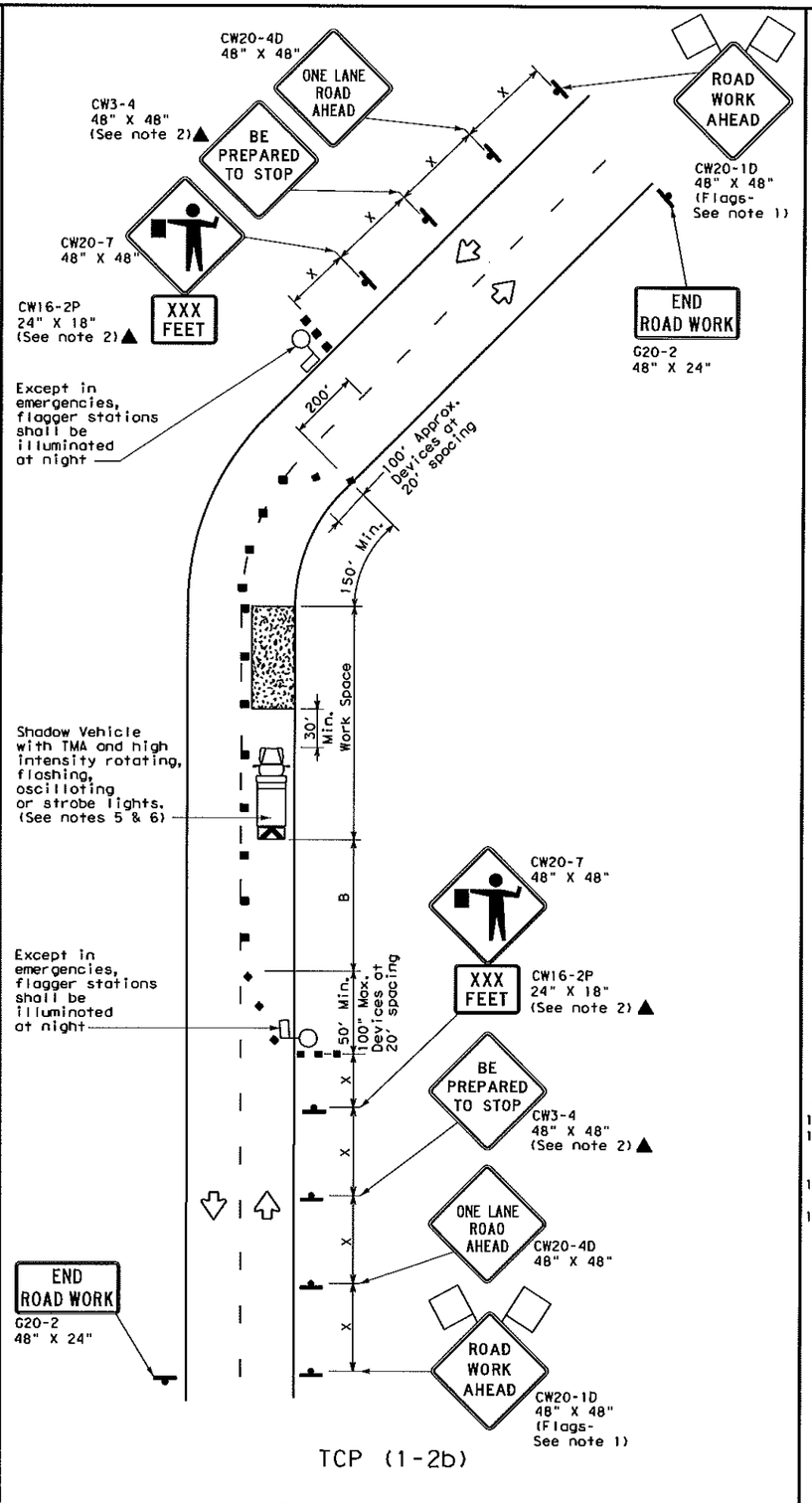


TCP (1-2a)

ONE LANE TWO-WAY
CONTROL WITH YIELD SIGNS
(Less than 2000 ADT - See note 7)



TCP (1-2b)

ONE LANE TWO-WAY
CONTROL WITH FLAGGERS

LEGEND			
	Type 3 Barricade	■ ■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW3-4 "BE PREPARED TO STOP" sign may be installed after the CW20-4D "ONE LANE ROAD AHEAD" sign, but proper sign spacing shall be maintained.
4. Sign spacing may be increased or an additional CW20-1D "ROAD WORK AHEAD" sign may be used if advance warning ahead of the flagger or R1-2 "YIELD" sign is less than 1500 feet.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-2a)

7. R1-2 "YIELD" sign traffic control may be used on projects with approaches that have adequate sight distance. For projects in urban areas, work spaces should be no longer than one half city block. In rural areas on roadways with less than 2000 ADT, work spaces should be no longer than 400 feet.
8. R1-2 "YIELD" sign with R1-2aP "TO ONCOMING TRAFFIC" ploque shall be placed on a support at a 7 foot minimum mounting height.

TCP (1-2b)

9. Flaggers should use two-way radios or other methods of communication to control traffic.
10. Length of work space should be based on the ability of flaggers to communicate.
11. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain adequate stopping sight distance to the flagger and a queue of stopped vehicles (see table above).
12. Channelizing devices on the center-line may be omitted when a pilot car is leading traffic and approved by the Engineer.
13. Flaggers should use 24" STOP/SLOW paddles to control traffic. Flags should be limited to emergency situations.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
ONE-LANE TWO-WAY TRAFFIC CONTROL

TCP(1-2)-12

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DW: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS	CONT	SECT	JOB	HIGHWAY
4-90 2-12				
2-94	DIST	COUNTY		SHEET NO.
1-97				
4-98				

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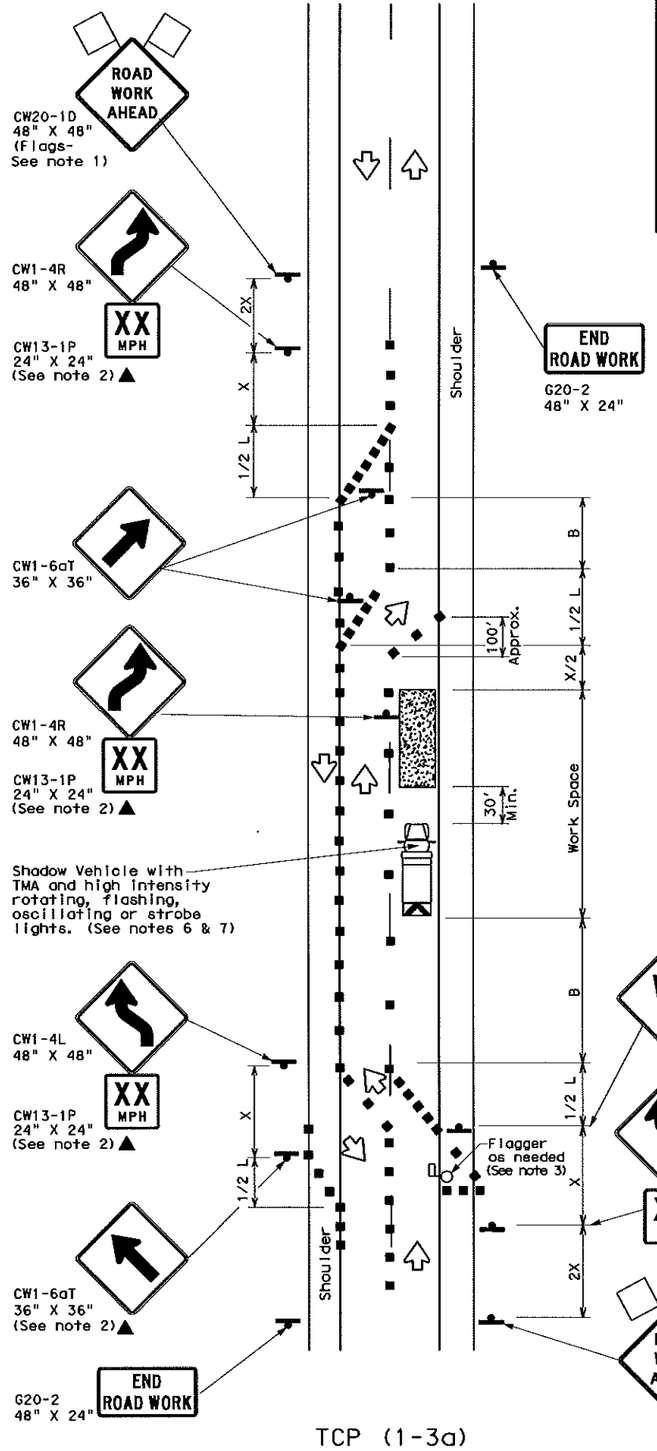
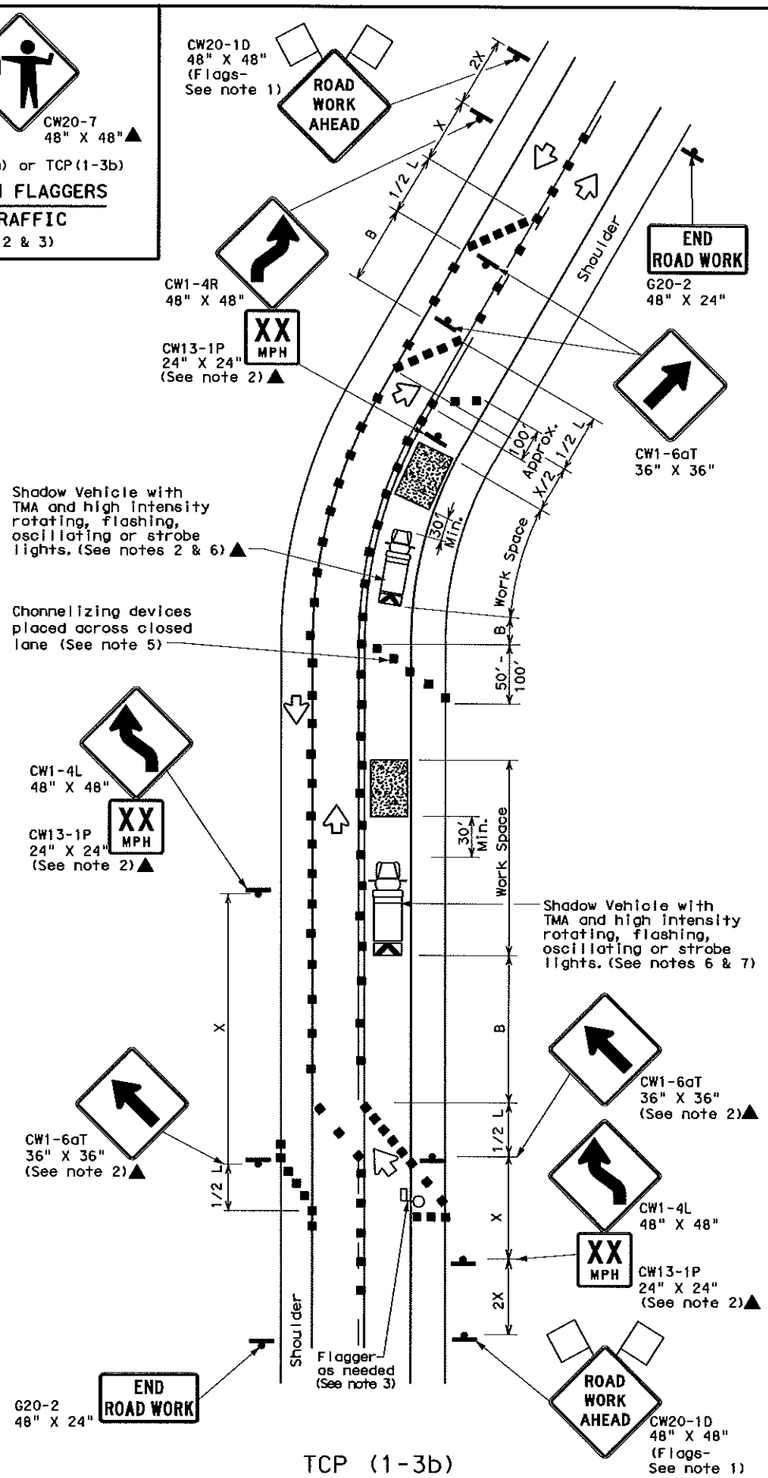


TCP (1-3a)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
ADEQUATE FIELD OF VIEW

For either TCP(1-3a) or TCP(1-3b)

USE ONLY WHEN FLAGGERS
CONTROL TRAFFIC
(See Notes 2 & 3)



TCP (1-3b)
2-LANE ROADWAY WITH PAVED SHOULDERS

ONE LANE CLOSED
INADEQUATE FIELD OF VIEW

LEGEND			
	Type 3 Barricade	■■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Flagger control should NOT be used unless roadway conditions or heavy traffic volume require additional emphasis to safely control traffic. Additional flaggers may be positioned in advance of traffic queues to alert traffic to reduce speed.
4. DO NOT PASS, PASS WITH CARE and construction regulatory speed zone signs may be installed downstream of the ROAD WORK AHEAD signs.
5. When the work zone is made up of several work spaces, channelizing devices should be placed laterally across the closed lane to re-emphasize closure. Laterally placed channelizing devices should be repeated every 500 to 1000 feet in urbon areas and every 1/4 to 1/2 mile in rural areas.
6. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
7. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
8. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20', or 15' if posted speed are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the area of conflicting markings not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
TRAFFIC SHIFTS ON TWO LANE ROADS

TCP(1-3)-12

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS	CONT	SECT	JOB	HIGHWAY
2-94 2-12				
8-95	DIST	COUNTY		SHEET NO.
1-97				
4-98				

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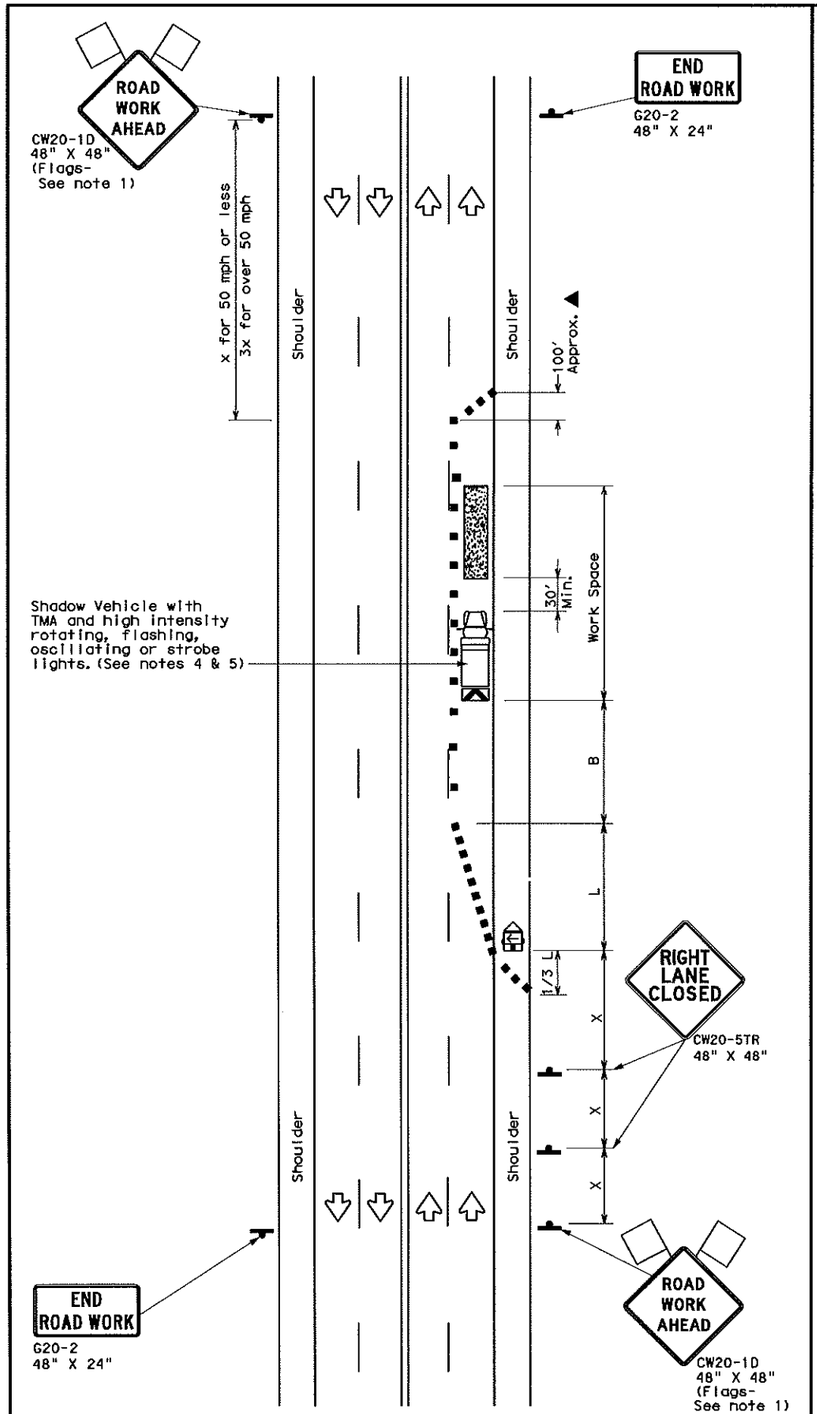
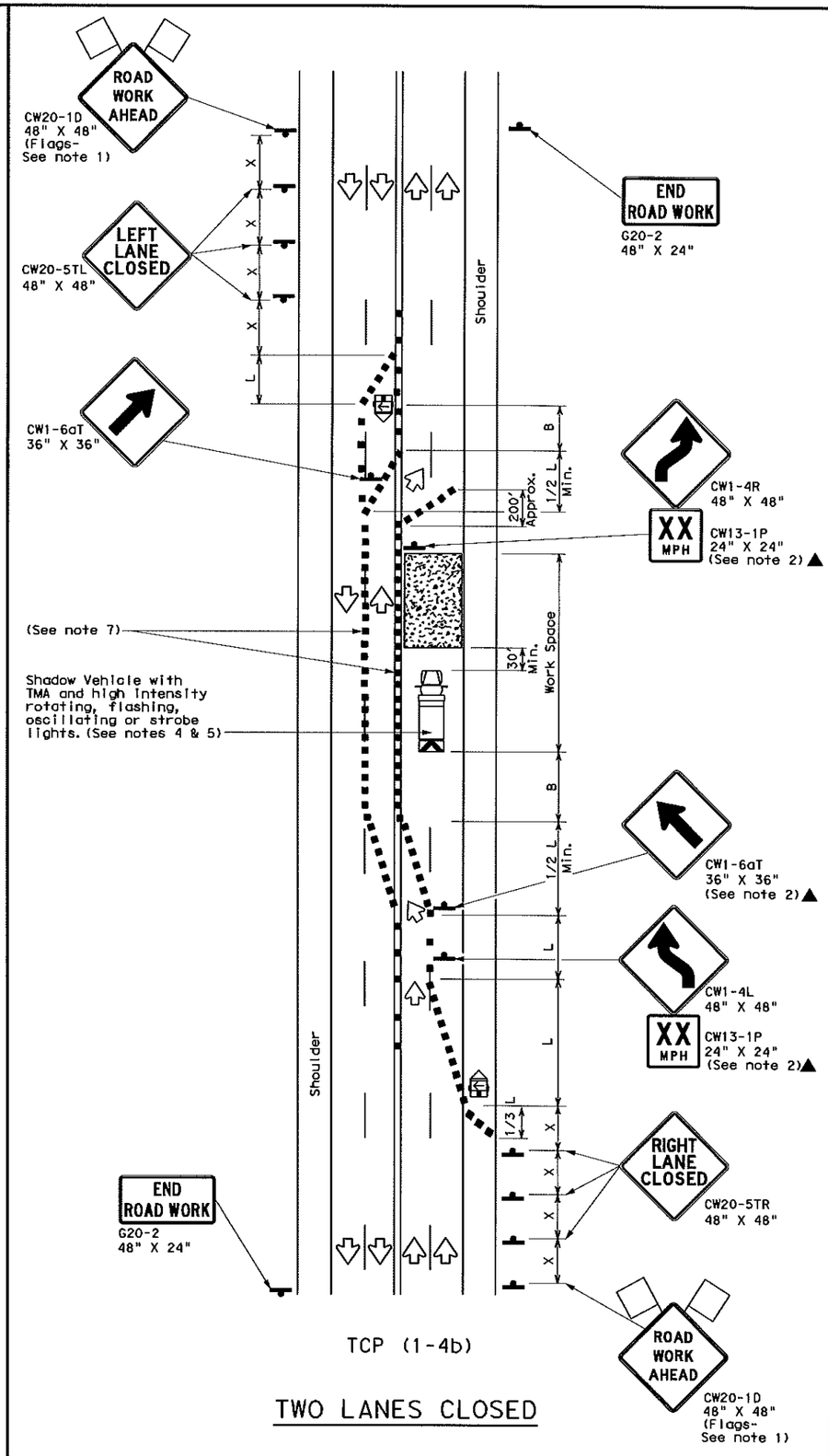


TCP (1-4a)

ONE LANE CLOSED



TCP (1-4b)

TWO LANES CLOSED

LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The CW20-1D "ROAD WORK AHEAD" sign may be repeated if the visibility of the work zone is lese than 1500 feet.
4. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.

TCP (1-4a)

6. If this TCP is used for a left lane closure , CW20-5TL "LEFT LANE CLOSED" signs shall be used and channelizing devices shall be placed on the centerline where needed to protect the work space from opposing traffic with the arrow panel placed in the closed lane near the end of the merging taper.

TCP (1-4b)

7. Where traffic is directed over a yellow centerline, channelizing devices which separate two-way traffic should be spaced on tapers at 20' or 15' if posted speeds are 35 mph or slower, and for tangent sections, at 1/2S where S is the speed in mph. This tighter device spacing is intended for the areas of conflicting markings, not the entire work zone.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
LANE CLOSURES ON MULTILANE CONVENTIONAL ROADS

TCP(1-4)-12

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DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT

REVISIONS	CONT	SECT	JOB	HIGHWAY
2-94 2-12				
8-95	DIST	COUNTY		SHEET NO.
1-97				
4-98				

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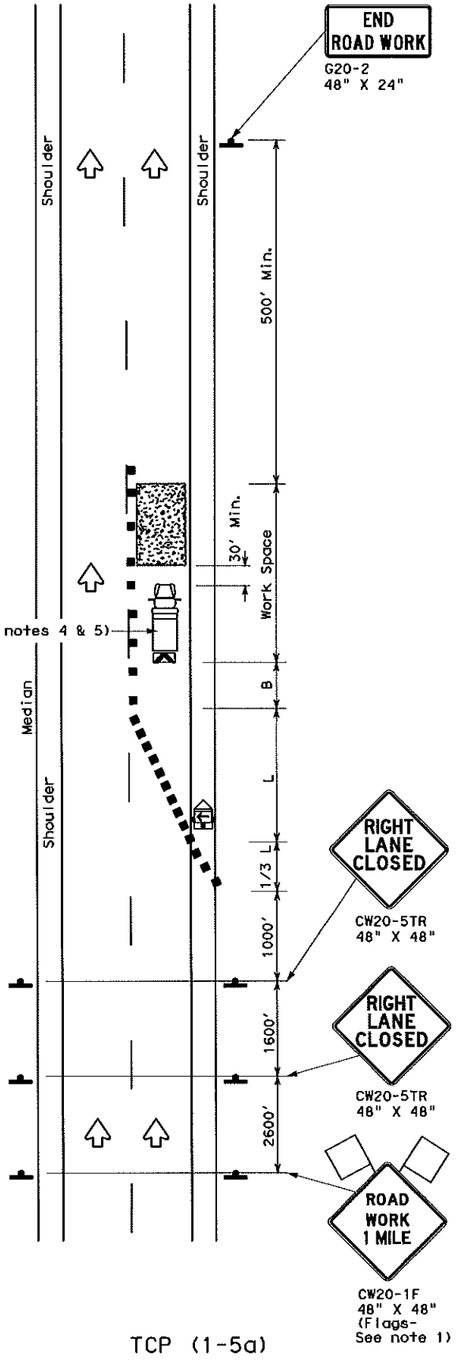
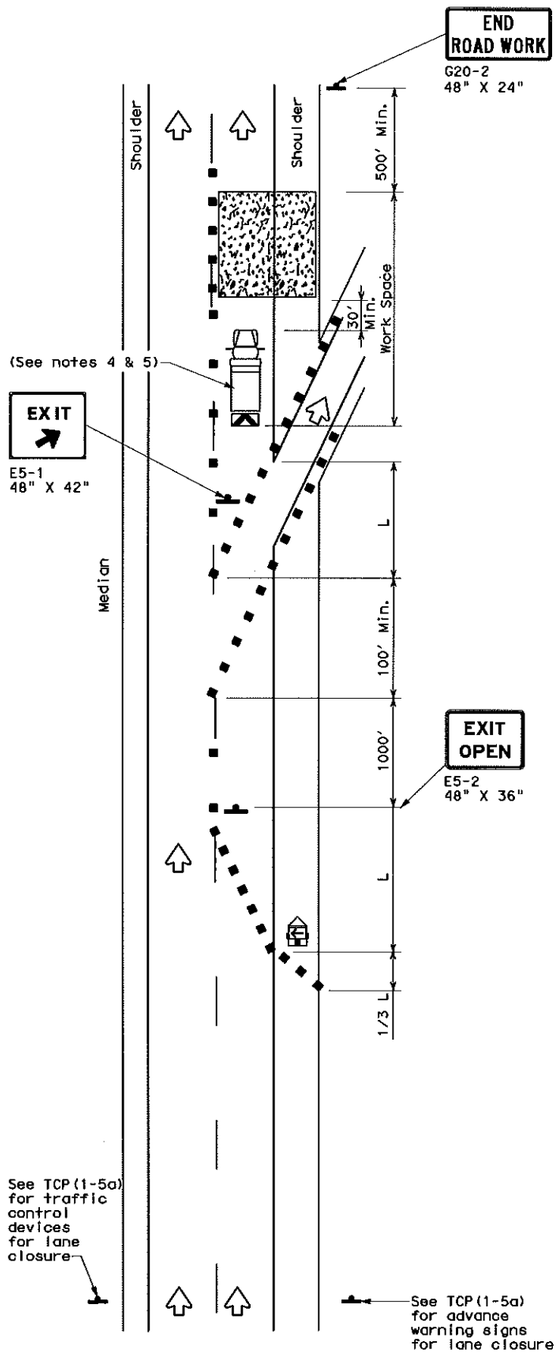


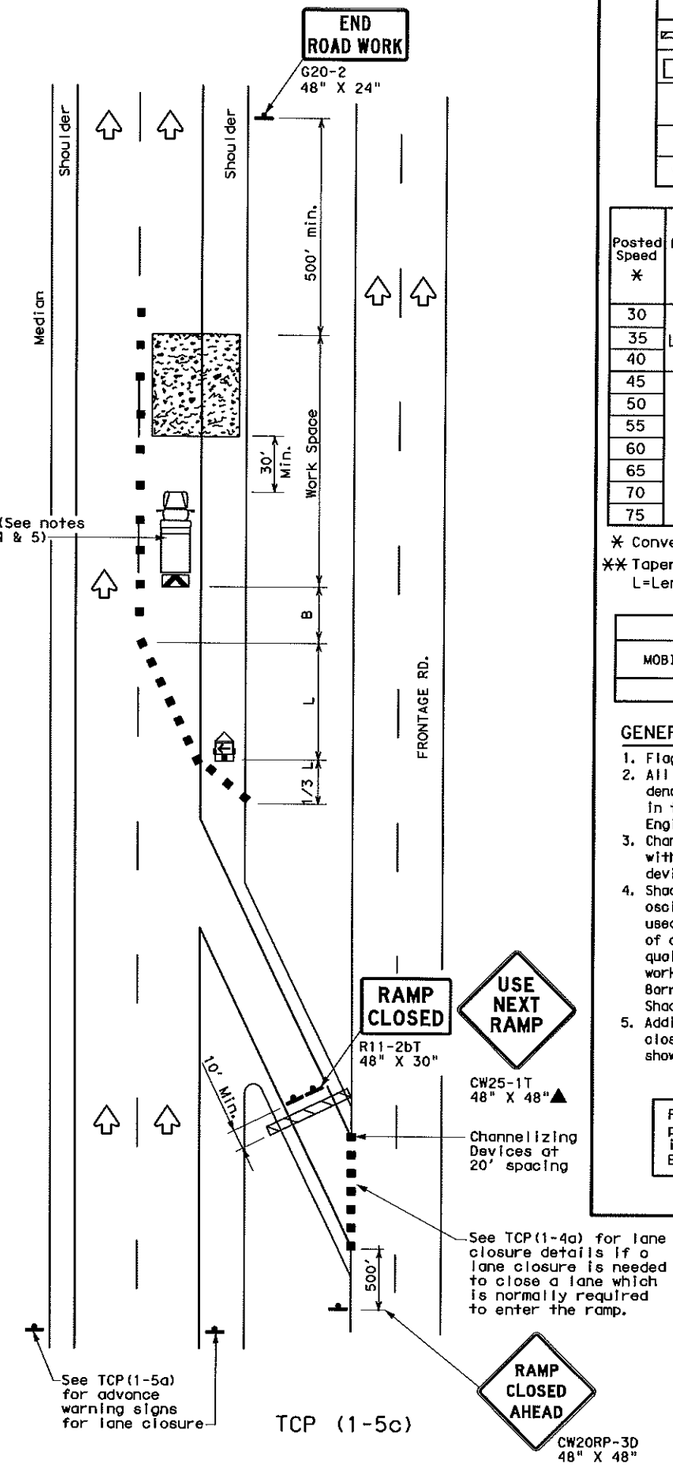
TCP (1-5a)

ONE LANE CLOSURE



TCP (1-5b)

LANE CLOSURE NEAR EXIT RAMPS



TCP (1-5c)

LANE CLOSURE NEAR ENTRANCE RAMPS

LEGEND			
	Type 3 Barricade	■ ■	Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'
35		205'	225'	245'	35'	70'	160'	120'
40		265'	295'	320'	40'	80'	240'	155'
45	L=WS	450'	495'	540'	45'	90'	320'	195'
50		500'	550'	600'	50'	100'	400'	240'
55		550'	605'	660'	55'	110'	500'	295'
60		600'	660'	720'	60'	120'	600'	350'
65		650'	715'	780'	65'	130'	700'	410'
70		700'	770'	840'	70'	140'	800'	475'
75		750'	825'	900'	75'	150'	900'	540'

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓		

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. Channelizing devices used to close lanes may be supplemented with the Chevron Alignment Sign placed on every other channelizing device. Chevrons may be attached to plastic drums as per BC Standards.
4. Shadow Vehicle with TMA and high intensity rotating, flashing, oscillating or strobe lights. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
5. Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN LANE CLOSURES FOR DIVIDED HIGHWAYS

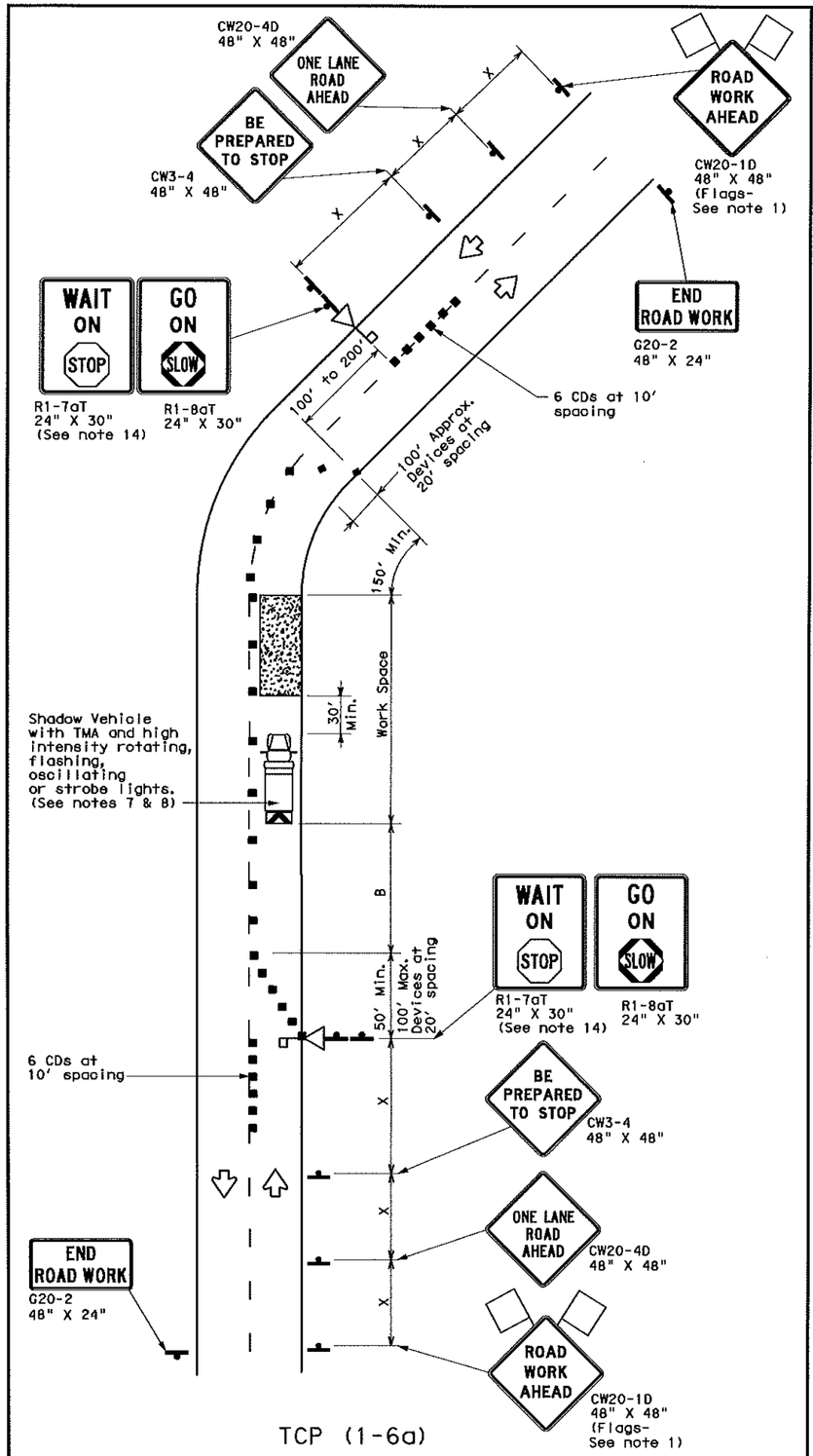
TCP(1-5)-12

© TxDOT February 2012	DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.

DATE:
FILE:

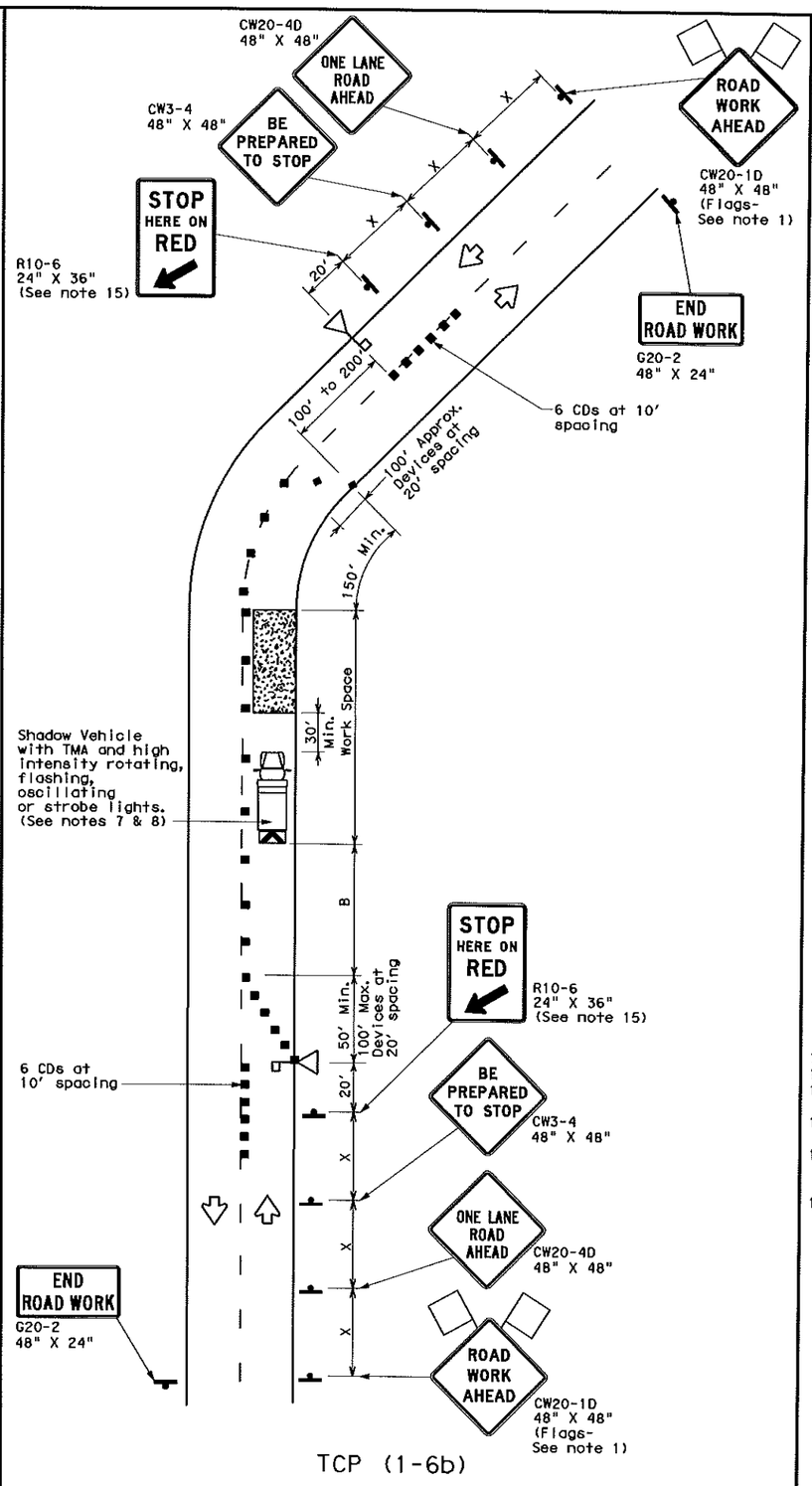
DISCLAIMER:
The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

DATE:
FILE:



TCP (1-6a)

ONE LANE TWO-WAY CONTROL WITH SIGNS/SLOW AFADs



TCP (1-6b)

ONE LANE TWO-WAY CONTROL WITH RED/YELLOW LENS AFADs

LEGEND			
	Type 3 Barricade		Channelizing Devices (CDs)
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Automated Flagger Assistance Device (AFAD)	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices: On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"	Stopping Sight Distance
30	$L=\frac{WS^2}{60}$	150'	165'	180'	30'	60'	120'	90'	200'
35		205'	225'	245'	35'	70'	160'	120'	250'
40		265'	295'	320'	40'	80'	240'	155'	305'
45	L=WS	450'	495'	540'	45'	90'	320'	195'	360'
50		500'	550'	600'	50'	100'	400'	240'	425'
55		550'	605'	660'	55'	110'	500'	295'	495'
60		600'	660'	720'	60'	120'	600'	350'	570'
65		650'	715'	780'	65'	130'	700'	410'	645'
70		700'	770'	840'	70'	140'	800'	475'	730'
75		750'	825'	900'	75'	150'	900'	540'	820'

* Conventional Roads Only
** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
	✓	✓		

GENERAL NOTES

1. Flags attached to signs where shown are REQUIRED.
2. AFADs shall only be used in situations where there is one lane of approaching traffic in the direction to be controlled.
3. Adequate stopping sight distance must be provided to each AFAD location for approaching traffic. (See table above).
4. Each AFAD shall be operated by a qualified/certified flagger. Flaggers operating AFADs shall not leave them unattended while they are in use.
5. One flagger may operate two AFADs only when the flagger has an unobstructed view of both AFADs and of the approaching traffic in both directions.
6. When pilot cars are used, a flagger controlling traffic shall be located on each approach. AFADs shall not be operated by the pilot car operator.
7. All AFADs shall be equipped with gate arms with an orange or fluorescent red-orange flag attached to the end of the gate arm. The flag shall be a minimum of 16" square.
8. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
9. Additional Shadow Vehicles with TMAs may be positioned off the paved surface, next to those shown in order to protect wider work spaces.
10. Flaggers should use two-way radios or other methods of communication to control traffic.
11. Length of work space should be based on the ability of flaggers to communicate.
12. If the work space is located near a horizontal or vertical curve, the buffer distances should be increased in order to maintain stopping sight distance to the AFAD.
13. Channelizing devices on the center line may be omitted when a pilot car is leading traffic and approved by the Engineer.
14. The R1-7aT "WAIT ON STOP" sign and the R1-8aT "GO ON SLOW" sign shall be installed at the AFAD location on seperate supports or they may be fabricated as one 48" x 30" sign. They shall not obscure the face of the STOP/SLOW AFAD.
15. The R10-6 "STOP HERE ON RED" arrow sign shall be offset so as not to obscure the lenses of the AFAD.

For construction or maintenance contract work, specific project requirements for shadow vehicles can be found in the project GENERAL NOTES for Item 502, Barricades, Signs and Traffic Handling.

Texas Department of Transportation
Traffic Operations Division

TRAFFIC CONTROL PLAN
AUTOMATED FLAGGER ASSISTANCE DEVICES (AFADS)
TCP(1-6)-12

©TxDOT February 2012

DN: TXDOT	CK: TXDOT	DW: TXDOT	CK: TXDOT
CONT	SECT	JOB	HIGHWAY
DIST	COUNTY		SHEET NO.

REVISIONS

EXHIBIT B
PAYMENT SCHEDULE

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

Schedule of Payment for each phase:

TAMU POST GAME DAY TRAFFIC CONTROL FOR THE 2026 FOOTBALL SEASON (7 GAMES)

NOT TO EXCEED: $170,100.00

BUYERS
BARRICADES

HOUSTON - Remittance Address P.O. Box 95587
Grapevine, TX 76099-9709
281-453-6400

QUOTATION

Quote Date	Quote ID
7/30/2026	MC073026COCS

Valid Through: 8/29/2026

City Of College Station
Randell Smith
PO Box 9960
College Station, TX 77842
Phone: 979-446-3288

Job Location:
Gameday Traffic Control 2026
College Station
Quote Created By: Mikey Cooper

Item Description	Price	UOM	Qty/Day	# of UOM	Total Qty.	Total
Gameday Traffic Control 2026 (Price per Game) 10% BuyBoard Discount	($2,700.00)	Per Each	1	1	1	($2,700.00)
Gameday Traffic Control 2026 (Price per Game)	$27,000.00	Per Each	1	1	1	$27,000.00

Note: The * indicates taxable items.

Pricing is for Buyers to supply crews for setup of materials provided by COCS for Gameday traffic control
BUYBOARD QUOTE Contract #803-26

Included: Return Fee will be charged in accordance with all delivery fees. Material must be picked up in the same manner dropped off or additional fees may be applied.

Excluded: Partial Returns are subject to additional charges.

Add'l Terms: 14 (Fourteen) days minimum required before job start.

All Invoices are due based on approved payment terms.

Mikey Cooper
Buyers Barricades

7/30/2026
Date

Visit Our Website at www.buyersbarricades.com

Accepted By:

Signature

Date

Print Name

Title

Company

Initials _____ Page 1 of 1

EXHIBIT C
CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/22/2026

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 Cobbs, Allen & Hall, Inc. 115 Office Park Drive Birmingham AL 35223 License#: 79319	**CONTACT NAME:** Ashleigh Calvert **PHONE (A/C, No, Ext):** 205-874-1254 **FAX (A/C, No):** **E-MAIL ADDRESS:** acalvert@cacgroup.com
INSURED Buyers Barricades Houston, LLC 25416 Aldine Westfield Rd Spring TX 77373 BUYEBAR-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire 19445 **INSURER B :** National Liability & Fire Ins 20052 **INSURER C :** Homesite Insurance Company Of Florida 11156 **INSURER D :** Transguard Insurance (IAT) 28886 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 932613018 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			GL6952562	4/1/2026	4/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
B	**AUTOMOBILE LIABILITY** [ ] ANY AUTO X OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			73APB013913	4/1/2026	4/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
C	[ ] **UMBRELLA LIAB** [X] OCCUR X **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CXP04854601	4/1/2026	4/1/2027	EACH OCCURRENCE AGGREGATE $	$ 3,000,000 $ 3,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC072113387	4/1/2026	4/1/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D	Rented / Leased Equipment			IMP400269402	4/1/2026	4/1/2027	Per Item Per Occurence	150,000 300,000

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 any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage. Automatic Additional Insured – Completed Operations; Provides additional insured status to any owner, lessee, or contractor whom you have agreed to include as an additional insured under a fully executed written contract or written agreement, provided that such was executed prior to an "occurrence", loss, injury or damage. Primary & Non-Contributory where required by a written contract between the named insured and any person or organization that requires such status. Blanket Automatic Waiver of Subrogation endorsement that provide this feature, only when there is a written contract between the named insured and the certificate holder that requires it. Blanket Additional Insured for Lessor of Leased Equipment. Excess liability is follow form of underlying coverages subject to policy terms and conditions.
See Attached...

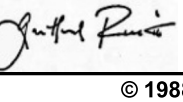
CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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AGENCY CUSTOMER ID: BUYEBAR-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Cobbs, Allen & Hall, Inc.	Buyers Barricades Houston, LLC 25416 Aldine Westfield Rd Spring TX 77373
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Excluded Officers: Shelba Buyers, Steve Buyers & Blake Tuggle
*ALWAYS REFER TO THE ATTACHED POLICY FORMS FOR SPECIFIC WORDING OF SUCH COVERAGE, LIMITS, CONDITIONS AND EXCLUSIONS.

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CONTRACTORS ENDORSEMENT
BLANKET ADDITIONAL INSURED - NON-CONTRIBUTING - WAIVER OF SUBROGATION

In consideration of the premium charged, it is understood and agreed that:

A. Additional Insureds

When a written contract, signed prior to an "event" requires that you provide Additional Insured coverage with Limits of Insurance greater than "underlying limits" and "controlling underlying insurance" provides such coverage:

1. SECTION II – WHO IS AN INSURED is amended to include the Additional Insured as an insured for the lesser of:
   a. Coverage required by the written contract; or
   b. Coverage provided by this insurance or "controlling underlying insurance."
2. As respects the coverage provided by this endorsement, SECTION III – LIMITS OF INSURANCE is amended to add:
   Limits of Insurance provided to the Additional Insured will be the lesser of:
   a. Limits required by the written contract; or
   b. Limits available under the applicable Limits of Insurance.

B. Primary and Non-Contributing

When a written contract signed prior to an "event" requires, for Limits of Insurance greater than "underlying limits," that this insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured, this insurance will apply in this manner provided that:
1. the Additional Insured is a Named Insured under such other insurance; and
2. all "underlying insurance" applies in the same manner.

C. Waiver of Subrogation

When a written contract signed prior to an "event" requires, for Limits of Insurance greater than "underlying limits," that we waive our rights of recovery against the Additional Insured, then, to the extent required by the contract, the following is added to SECTION IV – CONDITIONS:

Waiver of Rights of Recovery
We waive any right of recovery we may have against the Additional Insured because of any payment we make under this policy. Such waiver by us applies only to the extent that you have waived your right of recovery prior to the "event" causing the "injury or damage."

All other terms and conditions remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
"ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO."	"PER THE CONTRACT OR AGREEMENT."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", property damage or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

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

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
"ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO."	"PER THE CONTRACT OR AGREEMENT."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or property damage caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
DESIGNATED SITES POLLUTION LIABILITY LIMITED COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person Or Organization:
"PURSUANT TO APPLICABLE WRITTEN CONTRACT OR AGREEMENT YOU ENTER INTO."
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 04/01/2026 forms a part of policy

No. GL 695-25-62 issued to Buyers Barricades, Inc.

by National Union Fire Insurance Company of Pittsburgh, PA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE FIRST NAMED INSURED

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer,**

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within **30** days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer.**

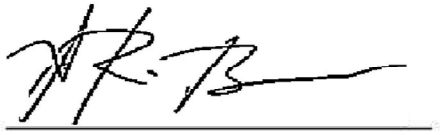
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy

107414 (03/11)



Authorized Representative or Countersignature (in States Where Applicable)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on 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 12:01 AM 04/01/2026 forms a part of Policy No. WC 072113387

Issued to Buyers Barricades, Inc.

By National Union Fire Insurance Company of Pittsburgh, PA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE ENTERED INTO A CONTRACT, A CONDITION OF WHICH REQUIRES YOU TO OBTAIN THIS WAIVER FROM US. THIS ENDORSEMENT DOES NOT APPLY TO BENEFITS OR DAMAGES PAID OR CLAIMED:

1. PURSUANT TO THE WORKERS' COMPENSATION OR EMPLOYERS' LIABILITY LAWS OF KENTUCKY, NEW HAMPSHIRE, OR NEW JERSEY; OR,

2. BECAUSE OF INJURY OCCURRING BEFORE YOU ENTERED INTO SUCH A CONTRACT."

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, North Dakota, Ohio, Tennessee, Texas, Utah, or Washington. This form is not applicable in Missouri when there is a construction code on the policy and there is Missouri premium or exposure.

WC 00 03 13
(Ed. 04/84)

Countersigned by

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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 12:01 AM 04/01/2025 forms a part of Policy No. WC 072113387

Issued to Buyers Barricades, Inc.

By National Union Fire Insurance Company of Pittsburgh, Pennsylvania

LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL TO ENTITIES OTHER THAN THE NAMED INSURED (WORKERS' COMPENSATION ONLY)

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;

2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the " Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and

3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy' s cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the " Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.

2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.

AUTHORIZED REPRESENTATIVE

WC 99 00 56
(Ed. 04/11)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 04/01/2026 forms a part of Policy No. WC 072113387

Issued to BUYERS BARRICADES, INC.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

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

Countersigned by _____

Authorized Representative

WC 42 03 04 B
(Ed. 6-14)

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August 27, 2026
Item No. 7.3.
Texas Disposal Systems, Inc. Franchise Agreement Second Reading

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC:

Agenda Caption: Presentation, discussion, and possible action on the second reading of a franchise agreement ordinance with Texas Disposal Systems, Inc. for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:
1. Core Services and Infrastructure

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

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

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

Counting Texas Disposal Systems, Inc., the city has a total of twenty (20) franchised haulers. This list can be found on the city’s website under Public Works.

Budget & Financial Summary: N/A

Attachments:
1. 26300695--BMW (CC 08.13.26 & 08.27.26)

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300695 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Recyclable Waste Franchise Agreement

Name of Contractor: Texas Disposal Systems, Inc.

CONTRACT TOTAL VALUE: $ N/A

Grant Funded Yes ☐ No ■
If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ■ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ■ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☐ N/A
Buy America Required ☐ Yes ☐ No ■ N/A
Transparency Report ☐ Yes ☐ No ■ N/A

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

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

*(If required)**
CRC Approval Date*: N/A **Council Approval Date*:** 8/13&8/27/26 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Emily Fisher
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — 7/28/2026 DATE

ASST CITY MGR – CFO — DATE

LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

MAYOR (if applicable) — DATE

CITY SECRETARY (if applicable) — DATE

__Original(s) sent to CSO on _____ Scanned into Laserfiche on _____ ____Original(s) sent to Fiscal on _____

ORDINANCE NO. _____

WASTE COLLECTION FRANCHISE AGREEMENT

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

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

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

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

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

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ARTICLE I. DEFINITIONS

1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.

1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.

1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.

1.4 **City Council or Council** means the governing body of the City of College Station, Texas.

1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.

1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.

1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.

1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.

1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.

1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.

1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.

1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.

1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.

1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

1.15 **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.

1.16 **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.

1.17 **TAC** means the Texas Administrative Code now and as amended.

1.18 **TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

2.1 **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.

2.2 **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.

2.3 **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.

2.4 **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on

the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.

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

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

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

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

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

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

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

ARTICLE IV. ACCESS TO RECORDS & REPORTING

4.1 **Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.

4.2 **Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.

4.3 **Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.

4.4 **Activity Report**. Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20^{th}) calendar day of each month. Contractor's report shall include the following information:

- **a.** The Customer collection count, itemized by customer type.
- **b.** Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
- **c.** Any other information concerning the collections as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

6.2 **Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.

6.3 **Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT

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

7.2 **Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

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

8.2 **City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

9.1 **Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

9.2 **Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

9.3 **Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.

9.4 **Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars ($300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

10.1 **Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWMA, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.

10.2 **Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

ARTICLE XI. VIOLATION AND PENALTY

11.1 **Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed $2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.

11.2 **Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

12.1 The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.

12.2 The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in

Exhibit B. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C.**

ARTICLE XIII. INDEMNIFICATION AND RELEASE

13.1 Indemnification. Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

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

ARTICLE XIV. DISPUTES AND MEDIATION

14.1 Disputes. If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

14.2 Mediation. If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

14.3 Other Remedies. If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

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

15.2 Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of College Station Attn: Stacy Ewing PO Box 9960 College Station, TX 77842 sewing@cstx.gov	Texas Disposal Systems, Inc. Attn: Rick Fraumann, Vice President of Sales & Growth P.O. Box 17126 Austin, Texas 78760 rfraumann@texasdisposal.com

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

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

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

a. First Consideration & Approval on the 13th day of August, 2026.

b. Second Consideration & Approval on the 27th day of August, 2026.

TEXAS DISPOSAL SYSTEMS, INC

By: Rick Fraumann

Printed Name: Rick Fraumann

Title: **Owner/Member**

Date: 7/28/2026

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

_____
City Secretary
Date: _____

APPROVED:

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A. SCHEDULE OF RATES

Contractor's base rate is $220.00 per pull and may increase, depending on a variety of conditions, including but not limited to:

a. Location of Customer
b. Impact on Existing Routes
c. Ingress and Egress Capabilities
d. Special Requests by Customers
e. Frequency of Collections
f. Volume of Materials
g. Type of Materials
h. External Contributing Conditions of Market Costs

EXHIBIT B. INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

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

IV. Business Automobile Liability

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

V. Workers' Compensation Insurance

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

EXHIBIT C. CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/30/2026

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
Hub International Midwest West
203 N La Salle St Ste 2000
Chicago IL 60601-1245

License#: 100290819

CONTACT NAME:
PHONE (A/C, No, Ext): 312-922-5000 **FAX (A/C, No):** 312-922-5358
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : AIU INS CO	19399
INSURER B : National Union Fire Insurance Company of Pittsburg	19445
INSURER C : HOMESITE INS CO OF FL	11156
INSURER D : Westchester Fire Insurance Company	10030
INSURER E :	
INSURER F :	

INSURED
Texas Disposal Systems, Inc
12200 Carl Rd
Buda, TX 78610

TEXADIS-03

COVERAGES **CERTIFICATE NUMBER:** 2087022197 **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	
B	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		019329799	5/1/2026	5/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY	Y		019329797	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C D	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			CXS-049909-01 G72506303006	5/1/2026 5/1/2026	5/1/2027 5/1/2027	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	019329802	5/1/2026	5/1/2027	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of College Station is an Additional insured on a primary and non-contributory basis with respect to General Liability and Auto Liability only when required by written contract or agreement subject to terms, conditions, and exclusions. Waiver of Subrogation is granted in favor of the stated additional insureds on the Workers Compensation policy only when required by written agreement or contract where allowable by law. 30-Day Notice of Cancellation applies in accordance to policy terms and conditions.

CERTIFICATE HOLDER

City of College Station
Attn: Caroline Ask
PO BOX 9960
College Station, TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 05/01/2026
forms a part of Policy No. 019329797
issued to TEXAS DISPOSAL SYSTEMS, INC.
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATION'S LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

   d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

      (1) The coverage and/or limits of this policy, or

      (2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: 019329797

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

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

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

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

However, the insurance afforded to such additional insured:

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

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

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
   b. Supervisory, inspection, architectural or engineering activities.

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

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2. "Bodily injury" or "property damage" occurring after:

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

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

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

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

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: 019329799

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.	PER THE CONTRACT OR AGREEMENT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

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

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 12:01 AM 05/01/2026 forms a part of Policy No. 019329802

Issued to TEXAS DISPOSAL SYSTEMS, INC.

By A I U INSURANCE COMPANY

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 bodily right against the person or organization named in the Schedule, but this waiver applies only with respect to 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:

3. Premium:

   The premium charge for this endorsement shall be 2.000 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: [redacted]

Countersigned by _____

Authorized Representative

WC 42 03 04 B
(Ed. 6-14)

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August 27, 2026
Item No. 7.4.
The Corinth Group, Inc. - Real Estate Contract - Amendment

Sponsor: Michael Ostrowski, Chief Development Officer

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Diverse & Growing Economy

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

Summary: On January 9, 2025, the City entered into a real estate contract with The Corinth Group, Inc for the sale of a portion of Block A, Phase One, within the Midtown Business Park. The property is intended for future commercial development. Corinth plans to construct a retail development featuring multiple buildings and a central plaza designed to create a distinctive public area and activate the surrounding area. Discussions continue regarding the general layout and design, and a separate development agreement will be executed at closing.

This marks the tenth amendment to the real estate contract, each focused on adjusting the feasibility timeline and allowing continued negotiations concerning the plaza and the City's potential involvement. The first amendment, executed on April 10, 2025, revised the timeline for the City to provide a draft of proposed restrictive covenants. Subsequent amendments extended the feasibility period.

Feasibility was most recently extended by City Council through an amendment dated February 26, 2026, by 180 days through September 8, 2026, with the City Manager authorized to execute each 60-day extension within the period.

With expiration approaching and the extensions permitted under the previous amendment exhausted, staff are bringing this item to the City Council to authorize additional time to work through the negotiations with the developer on prospective retailers, the development agreement, and restrictive covenants.

Budget & Financial Summary: Each optional 60-day period requires an additional $10,000 fee from the buyer. Other financial terms of the real estate contract are unaffected by this amendment to extend feasibility.

Attachments:
1. Corinth - Contract Amendment

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 25300259 Amd10 PROJECT #: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: 10th Amendment to the Real Estate Contract with The Corinth Group, Inc.

Name of Contractor: The Corinth Group, Inc.

CONTRACT TOTAL VALUE: $ $10,000 per extension **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** Amendment 10

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

Extend the Feasibility Period as allowed for a 60-day feasibility extension. Agreement may be extended by two additional 60-day feasibility increments approved in writing by the City Manager and Buyer. Feasibility Period is hereby extended to November 8, 2026.

All other terms and conditions shall remain unchanged and in full force and effect.

*(If required)**

CRC Approval Date*: 7/30/26 **Council Approval Date*:** 8/27/26 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

_____ _____
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

TENTH AMENDMENT TO THE REAL ESTATE CONTRACT BETWEEN

CITY OF COLLEGE STATION AND THE CORINTH GROUP, INC.

EXTENSION AGREEMENT

THIS TENTH AMENDMENT to the REAL ESTATE CONTRACT is made and entered into on August 27, 2026 ("Effective Date"), is by and between **CITY OF COLLEGE STATION**, a Texas Home Rule Municipal Corporation, situated in Brazos County, Texas ("SELLER") and **THE CORINTH GROUP, INC.**, a Texas corporation ("BUYER").

WHEREAS, SELLER and BUYER entered into a Real Estate Contract dated January 10, 2025, as amended by that First Amendment to Real Estate Contract dated April 10, 2025 and Second Amendment to Real Estate Contract dated July 10, 2025, and Third Amendment to Real Estate Contract dated August 14, 2025, Fourth Amendment to Real Estate Contract dated September 11, 2025, Fifth Amendment to Real Estate Contract dated November 11, 2025, Sixth Amendment to Real Estate Contract dated January 10, 2026, and Seventh Amendment to Real Estate Contract dated February 26, 2026 (collectively, the "Agreement") in which BUYER agreed to purchase from SELLER a fee simple interest in and to all that certain lot, tract or parcel of land lying and being approximately 13 acres of the 28.666 acre tract being Lot One, Block "A" of the MIDTOWN BUSINESS PARK PHASE ONE, an addition to the City of College Station, Brazos County, Texas, according to the Plat of record in Volume 17484, Page 40 in the Official Records of Brazos County, Texas, ("Property"); and

WHEREAS, SELLER and BUYER entered into the First Amendment to Real Estate Contract dated April 10, 2025 in which SELLER and BUYER agreed to extend for an additional sixty (60) days the time period for SELLER to provide BUYER with a proposed draft of the Declaration of Restrictive Covenants as required by Section 10.3, "Restrictive Covenants", of the Agreement; and

WHEREAS, SELLER and BUYER entered into the Second Amendment to Real Estate Contract dated July 10, 2025 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional thirty (30) days to August 13, 2025 and deposit with the Title Company an Extension in the sum of $10,000.00 in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Third Amendment to Real Estate Contract dated August 14, 2025 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional thirty (30) days to September 12, 2025 and deposit with the Title Company an Extension in the sum of $10,000.00 in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Fourth Amendment to Real Estate Contract dated September 11, 2025 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional one hundred eighty (180) days to March 11, 2026, in three (3) sixty (60) day feasibility increments expiring on November 11, 2025, January 10, 2026, and March 11, 2026, and deposit with the Title Company an Extension Fee in the sum of $10,000.00 for each of the three (3) feasibility increments in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Fifth Amendment to Real Estate Contract dated November 11, 2025 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional sixty (60) days to January 10, 2026, this extension being the second 60-day extension allowed under the Fourth Amendment, and deposit with the Title Company an Extension Fee in the sum of $10,000.00 in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Sixth Amendment to Real Estate Contract dated January 10, 2026 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional sixty (60) days to March 11, 2026, this extension being the third and final 60-day extension allowed under the Fourth Amendment, and deposit with the Title Company an Extension Fee in the sum of $10,000.00 in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Seventh Amendment to Real Estate Contract dated February 26, 2026 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional one hundred eighty (180) days to September 8, 2026, in three (3) sixty (60) day feasibility increments expiring on May 11, 2026, July 10, 2026, and September 8, 2026, and deposit with the Title Company an Extension Fee in the sum of $10,000.00 for each of the three (3) feasibility increments in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Eighth Amendment to Real Estate Contract dated May 11, 2026 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional sixty (60) days to July 10, 2026, this extension being the second 60-day extension allowed under the Seventh Amendment, and deposit with the Title Company an Extension Fee in the sum of $10,000.00 in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER entered into the Ninth Amendment to Real Estate Contract dated July 10, 2026 in which SELLER and BUYER agreed to extend the Feasibility Period for an additional sixty (60) days to September 8, 2026, this extension being the third 60-day extension allowed under the Seventh Amendment, and deposit with the Title Company an Extension Fee in the sum of $10,000.00 in accordance with Section 1.9; and

WHEREAS, SELLER and BUYER now desire to further extend the Feasibility Period as allowed in the Agreement for a 60-day feasibility extension and an option for two additional 60-day feasibility extensions; and

NOW, THEREFORE, in consideration of the promises and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, SELLER and BUYER agree as follows:

1. Notwithstanding anything to the contrary set forth in Section 1.9 of the Agreement, SELLER and BUYER agree that the Feasibility Period is hereby extended to November 8, 2026, which is the first of three potential 60-day feasibility increments, and that the Agreement may be extended by two additional 60-day feasibility increments approved in writing by the City Manager and BUYER, which may ultimately extend the Agreement to

March 8, 2027, which is an extension of an additional one-hundred eighty (180) days, providing BUYER a total Feasibility Period of seven hundred eighty (780) days from Opening of Escrow. The BUYER agrees to deposit with Title Company an Extension Fee in the sum of Ten Thousand and No/100 Dollars ($10,000.00) for every extension for a total of three (3) Extension Fee deposits, within three (3) business days following the expiration of the Feasibility Period in accordance with Section 1.9(b).

2. The three (3) sixty-day feasibility increments expiration dates are November 8, 2026, January 7, 2027, and March 8, 2027.

3. SELLER and BUYER agree the Agreement is modified as stated above. All other terms and conditions shall remain unchanged and in full force and effect.

4. Capitalized terms used but not defined herein shall have the meaning set forth in the Agreement.

SELLER:

CITY OF COLLEGE STATION, TEXAS
a Texas Home Rule Municipal Corporation

By: _____
City Manager
Date: _____

APPROVED:

_____
Assistant City Manager/CFO
Date: _____

_____
City Attorney
Date: _____

BUYER:

THE CORINTH GROUP, INC., a Texas Corporation

By: Arthur Brousseau
Arthur Brousseau, Vice President
Date: 8/18/2026

August 27, 2026
Item No. 7.5.
Electric Utility Yard Improvements

Sponsor: Glenn Gavit

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract with MTL Construction, LLC not to exceed $399,579.78 for College Station Utilities Electric Yard improvements at the Utility Service Center on Graham Road.

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

Recommendation(s): Staff recommends awarding the Agreement for CSU Yard improvements to MTL Construction, LLC. for an amount not to exceed $399,579.78.

Summary: This contract is for labor and equipment necessary to construct two new concrete storage pads, create a pole storage foundation, create gravel drives around the new construction, re-grade gravel drives around existing concrete storage pads, and construct a new gravel drive with turnaround in the College Station Utilities Electric yard located at 1601 S. Graham Road.

Staff issued ITB #26-078 on June 11, 2026, for the “College Station Utilities Electric Department Yard Improvements” and the bid was opened on June 26, 2026. Six (6) sealed proposals were received and were reviewed by Electric Staff to ensure the compliance of required specifications. MTL Construction, LLC. met the needed specifications.

Upon Council approval, staff will issue a contract to MTL Construction, LLC.

Budget & Financial Summary: Funds are budgeted within the Electric fund.

Attachments:
1. ITB No. 26-078 Intent to Award Bid Tabulation
2. 26300691--LKP (CC 08.27.26)-vendor signed

CITY OF COLLEGE STATION

ITB #26-078
College Station Electric Department Yard Improvements
Bid Tabulation
06/26/26 @ 2:00 p.m.

1. Construction of new concrete storage pads and gravel drives surrounding
2. Re-grading of gravel around existing concrete pads
3. Preparation of ground for pole bunk placement
4. Construction of new drive with turnaround

	GRAND TOTAL LUMP SUM	Bid Bond	Certification	References	Mandatory Pre-Bid
MTL Construction	$399,579.78	Y	Y	Y	Y
Norman Construction Services, LLC	$474,450.00	Y	Y	Y	Y
MBC Management, Inc.	$498,450.00	Y	Y	Y	Y
Marek Brothers Construction, Inc.	$557,000.00	Y	Y	Y	Y
Larry Young Paving, Inc.	$585,000.00	Y	Y	Y	Y
D and S Contracting, Inc.	$711,045.00	Y	Y	Y	Y

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300691 PROJECT #: N/A BID/RFP/RFQ#: 26-078

Project Name / Contract Description: College Station Utilities Electric Dept. Yard Improvements

Construction and site preparation including new concrete storage pads, gravel drives, re-grading, pole bunk foundation, and a new drive with turnaround.

Name of Contractor: MTL CONSTRUCTION, LLC

CONTRACT TOTAL VALUE: $ 399,579.78 **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)

ITB No. 26-078 Posted 06/11/26 Opened 06/26/26 six responses were received: MTL $399,579.78 Norman Const. $474,450 MBC $498,450

Marek Brothers $557,000 Larry Young $585,000 and D and S Contracting $711,045.

After review the Electric department recommends MTL Construction, LLC $399,579.78 as the lowest, qualified, responsible and responsive Bidder.

Funding is available within the Electrical Fund

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 08.27.27 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

William Glenn Gavit — 7/31/2026
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

CITY OF COLLEGE STATION
STANDARD FORM OF CONSTRUCTION AGREEMENT

This Agreement is entered into by and between the City of College Station, a Texas home-rule municipal corporation (the "City") and MTL CONSTRUCTION, LLC a Texas limited liability company (the "Contractor") for the construction and/or installation of the following:
as described in ITB #26-078 College Station Utilities Electric Department Yard Improvements.

1. DEFINITIONS

1.01 Calendar Day. The term "calendar day" shall mean any day of the week or month, no days being excepted.

1.02 City. The term "City" shall mean and be understood as referring to the City of College Station, Texas.

1.03 City's Consultant. The term "City's Consultant" or "Consultant" shall mean and be understood as referring to the City's design professional(s) for the Project.

1.04 City's Representative. The term "City's Representative" or "Representative" shall mean and be understood as referring to the City Manager or his delegate or delegates, including a project management firm if applicable, who shall act as City's agent.

1.05 Contract Amount. The term "Contract Amount" shall mean the amount of Contractor's lump sum base bid proposal, together with all alternates, as accepted by the City in accordance with the Contractor's Proposal. In the case of a unit price contract, Contract Amount shall mean the sum of the product of all unit prices multiplied by the respective estimated final quantities of work, for all base bid and alternates, as accepted by the City. Except in the event of a duly authorized change order approved by the City as provided in this Agreement, and in consideration of the Contractor's final completion of all Work in conformity with this Agreement, the City shall pay the Contractor an amount not to exceed: Three hundred ninety-nine thousand five hundred seventy-nine dollars and 78 **/100 Dollars ($** 399,579.78 **)**.

1.06 Contract Documents. The term "Contract Documents" shall mean those documents listed in Paragraph 2.01.

1.07 Contractor. The term "Contractor" shall mean the person(s), partnership, or corporation who has agreed to perform the Work contemplated in this Agreement and the other Contract Documents.

1.08 Contractor's Proposal. The term "Contractor's Proposal" shall mean the document provided by the Contractor in response to, and shall include all information required by the City's Request for Proposal/Invitation to Bid for the Project.

1.09 Extra Work. The term "Extra Work" shall mean and include work that is **not** covered or contemplated by the Contract Documents but that may be required by City's Representative and approved by the City in writing ***prior*** to the work being done by the Contractor.

1.10 Final Completion. The term "Final Completion" shall mean that all the Work has been completed, all final punch list items have been inspected and satisfactorily completed, all payments to materialmen and subcontractors have been made, all documentation and warranties have been submitted, and all closeout documents have been executed and approved by the City.

1.11 Hazardous Substance. The term "Hazardous Substance" shall mean and include any element, constituent, chemical, substance, compound, or mixture, which is defined as a hazardous substance by any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws (all such laws, rules and regulations being referred to collectively as "Environmental Laws").

1.12 Environmental Laws. The term "Environmental laws" shall mean collectively, any local, state or federal law, rule, ordinance, by-law, or regulation pertaining to environmental regulation, contamination, clean-up or disclosure, including, without limitation, The Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), The Resource Conservation and Recovery Act ("RCRA"), The Toxic Substances Control Act ("TSCA"), The Clean Water Act ("CWA"), The Clean Air Act ("CAA"), and the Marine Protection Research and Sanctuaries Act ("MPRSA"), The Occupational Safety and Health Act ("OSHA"), The Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or other state superlien or environmental clean-up or disclosure statutes including all state and local counterparts of such laws.

1.13 Interpretation of Phrases. Whenever the words "directed", "permitted", "designated", "required", "considered necessary", "prescribed", or words of like import are used, it is understood that the direction, requirement, permission, order, designation, or prescription of City's Representative is intended. Similarly, the words "approved", "acceptable", "satisfactory", or words of like import shall mean approved by, accepted by, or satisfactory to City's Representative.

1.14 Nonconforming work. The term "nonconforming work" shall mean Work or any part thereof that is rejected by City's Representative as not conforming with the Contract Documents.

1.15 Parties. The "parties" are the City and the Contractor.

1.16 Price Escalation/De-Escalation. The terms "price escalation" or "price de-escalation" shall mean that the market for products that are specified herein is considered by both parties to be volatile, and sudden price increases or decreases could occur that are beyond the control of the Contractor, despite its best efforts. Therefore, the parties agree that if there is a bona fide increase or decrease to the Contractor of the material(s) specified herein, the supplier or City may request an equitable adjustment to this contract based on the Producer Price Index for Intermediate Goods, Table B, as it appears in the "Summary Data from the Producer Price Index News Release" as published by the U.S. Department of Labor, Bureau of Labor Statistics. The procedures for Price Escalation and Price De-Escalation are further outlined in Section 16 – Payment.

1.17 Project. The term "Project" shall mean the construction of an improvement to real property where the Work comprises either whole or a part of such construction and which may include construction by the City or separate contractors.

1.18 Project Manager. The term "Project Manager" shall mean the Contractor's Project Manager. The Project Manager shall assist the City in performing various administrative and oversight duties relating to the Work, subject to limitations in authority that must be verified by Contractor.

1.19 **Subcontractor.** The term "subcontractor" shall mean and include only those hired by and having a direct contract with Contractor for performance of work on the Project. The City shall have no responsibility to any subcontractor employed by a Contractor for performance of work on the Project, and all subcontractors shall look exclusively to the Contractor for any payments due.

1.20 **Substantially Completed.** The term "Substantially Completed" means that in the opinion of the City's Representative the Project, including all systems and improvements, is in a condition to serve its intended purpose but still may require minor miscellaneous work and adjustment. Final payment of the Agreement Price, including retainage, however, shall be withheld until Final Completion and acceptance of the Work by the City. Acceptance by the City shall not impair or waive any warranty obligation of Contractor.

1.21 **Work.** The term "Work" as used in this Agreement shall mean the construction and services required by the Contract Documents and Exhibits, including any duly authorized change orders, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill its obligations. The Work may constitute the whole or a part of the Project. The Work includes but is not limited to all labor, parts, supplies, skill, supervision, transportation, services, and other facilities and all other items needed to produce, construct, and fully complete the Project.

1.22 **Working Day.** A "working day" means any day not including Saturdays, Sundays, or legal holidays.

2. CONTRACT DOCUMENTS

2.01 The Contract Documents and their priority shall be as follows:

- **(a)** This signed Agreement.
- **(b)** Addendum to this Agreement.
- **(c)** General Conditions, as may be applicable.
- **(d)** Special Conditions, as may be applicable.
- **(e)** Specifications, including the technical specifications set out at BCS Unified Design Guidelines ("Specifications").
- **(f)** Plans.
- **(g)** Instructions to Bidders and any other notices to Bidders or Contractor.
- **(h)** Performance bond, Payment bonds, Bid bonds and Special bonds.
- **(i)** Contractor's Proposal.

2.02 Where applicable, the Contractor will be furnished three (3) sets of plans, specifications, and related Contract Documents for its use during construction. Plans and Specifications provided for use during construction shall be furnished directly to the Contractor only.

2.03 The Contractor shall distribute copies of the Plans and Specifications to suppliers and subcontractors as necessary. The Contractor shall keep one (1) copy of the Plans and Specifications accessible at the work site with the latest revisions noted thereon. For proper execution of the Work contemplated by this Agreement, additional sets of drawings, plans and specifications may be purchased by the Contractor.

2.04 All drawings, specifications, and copies thereof furnished by the City shall not be re-used on other work, and with the exception of one (1) copy of the signed Contract Documents, all documents, including sets of the Plans and Specifications and "as built" drawings, are to be returned to the City on request at the completion of the Work. All Contract Documents, models, mockups, or other representations are the property of the City.

2.05 In the event of inconsistencies within or between parts of the Contract Documents, the Contractor shall (1) provide the better quality or greater quantity of Work, or (2) comply with the more stringent requirement, either or both in accordance with the City's interpretation. The terms and conditions of this paragraph 2.05, however, shall not relieve the Contractor of any of the obligations set forth in paragraphs 8.01. and 8.02 of this Agreement.

3. AWARD OF CONTRACT

3.01 Upon the notice of intent to award of the contract by the City, the parties shall execute this Agreement, and the Contractor shall deliver to City's Representative all documents, bonds, and certificates of insurance required herein.

3.02 Time is of the essence of this Agreement. Accordingly, the Contractor shall be prepared to perform the Work in the most expedient and efficient possible manner in order to complete the Work by the times specified in this Agreement for Substantial Completion and Final Completion. In addition, the Contractor's work on the Project shall be commenced on the date to be specified in the City's written notice to proceed. **The notice to proceed may not be given, nor may any Work be commenced, until this Agreement is fully executed and complete, including all required exhibits and other attachments, particularly those required under paragraphs 27 and 28 (Insurance & Bonds).**

4. CITY'S REPRESENTATIVE

4.01 The Contractor shall forward all communications, written or oral, to the City through the City's Representative.

4.02 The City's Representative may periodically review and inspect the Work of the Contractor.

4.03 The City's Representative shall appoint, from time to time, such subordinate supervisors or inspectors as City's Representative may deem proper to inspect the Work performed under this Agreement and ensure that said Work is performed in accordance with the Plans and Specifications.

4.04 The City's Representative shall interpret questions concerning the Contract Documents. The City's inspector has authority to reject any of the Work for failure to comply with the Contract Documents and/or applicable laws.

4.05 Should the Contractor object to any orders by any subordinate supervisor or inspector, the Contractor may, within two (2) days from receipt of such order, make written appeal to City's Representative for his decision.

5. INDEPENDENT CONTRACTOR

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

5.02 Standard of Care. The Work shall be performed in a good and workmanlike manner, and in accordance with this Agreement, and all applicable laws, codes, and regulations. The construction of the Project is subject to amendments and adjustments to the Contract required by any applicable changes in regulations or requested or approved by in writing by the City. If at any time during the progress of the Work the Contractor becomes aware of any errors or omissions in the Plans or Specifications for this Project or that the Agreement deviates from applicable legal requirements, Contractor shall promptly provide written notice thereof to the City. The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention.

5.03 The Contractor shall retain personal control and shall give its personal attention to the faithful prosecution and completion of the Work and fulfillment of this Agreement. The Contractor shall be responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work. The subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its obligations to the City under this Agreement. The Contractor shall appoint and keep on the Project site during the progress of the Work, including at all times subcontractors are present at the Project site, a competent English speaking Project Manager and/or superintendent and any necessary assistants, all satisfactory to City's Representative, to act as the Contractor's representative and to supervise its employees and subcontractors. All directions given to the Project Manager and/or superintendent shall be binding as if given to the Contractor. Adequate supervision by competent and reasonable representatives of the Contractor is essential to the proper performance of the Work, and lack of such supervision shall be grounds for suspending the operations of the Contractor and is a breach of this Agreement.

5.04 Unless otherwise stipulated, the Contractor shall provide and pay for all labor, materials, tools, equipment, transportation, facilities, and drawings, including engineering, and any other services necessary or reasonably incidental to the performance of the Work by the Contractor. Any additional work, material, or equipment needed to meet the intent of this provision shall be supplied by the Contractor ***without*** claim for additional payment, even though not specifically mentioned herein.

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

6. DISORDERLY EMPLOYEES

The Contractor agrees to employ only orderly and competent employees skillful in the performance of the type of work required, and agrees that whenever City's Representative shall inform the Contractor in writing that any person or persons on the Project are, in his opinion, incompetent, unfaithful, or disorderly, such person or person shall be discharged from the Project and shall not again be re-employed on the site or the Project without City's Representative's written permission.

7. HOURS OF WORK

The Contractor may work Monday through Friday from 7 a.m. to 6 p.m., exclusive of Saturdays, Sundays, or legal holidays. The Contractor may work overtime, weekends, and holidays only when approved in advance by the City's Representative. The time for Substantial Completion shall not be affected in any way by inclusion of this section or by the City's consent or lack of consent to work outside of the times specified in this Agreement.

8. NATURE OF THE WORK

8.01 It is understood and agreed that the Contractor has, by careful examination, studied and compared the Plans and other Contract Documents, satisfied itself as to the nature and location of the Work, the conditions of

the ground and soil, the nature of any structures, the character, quality, and quantity of the material to be utilized, the character of equipment and facilities needed for and during the prosecution of the Work, the time needed to complete the Work, Contractor's ability to meet all deadlines and schedules required by this Agreement, the general and local conditions, including but not limited to weather, and all other matters that in any way affect the Work under this Agreement. These obligations are for the purpose of facilitating construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, any errors, inconsistencies or omissions discovered, or which reasonably should have been discovered by the Contractor shall be reported promptly to the City as a request for information in such form as the City may require. However, the Contractor shall not perform any act or do any Work that places the safety of persons at risk or potentially damages materials or equipment used in the Project, and the Contractor shall do nothing that would render any test or tests erroneous.

8.02 Any design errors or omissions noted by the Contractor shall be reported promptly to the City, but it is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents. Any nonconformity discovered by or which reasonably should have been discovered or made known to the Contractor shall be reported promptly to the City.

8.03 If the Contractor fails to perform the obligations of Paragraphs 8.01. and 8.02., the Contractor shall pay such costs and damages to the City as would have been avoided if the Contractor had performed such obligations. The Contractor shall not be liable to the City for damages resulting from errors, inconsistencies or omissions in the Contract Documents or for differences between field measurements or conditions and the Contract Documents unless the Contractor recognized or reasonably should have recognized such error, inconsistency, omission or difference and knowingly failed to report it to the City.

9. POST-AGREEMENT AWARD MEETINGS

9.01 Prior to the commencement of the Work, the parties shall meet and attend a post-agreement award meeting at the time and place determined by City's Representative. At the post-agreement award meeting, the parties shall meet, discuss, and finalize all schedules, including commencement date, and/or specifications submitted for review. No later than ten (10) days prior to the post-agreement award meeting, the Contractor shall submit to City's Representative the following documents:

(a) Schedule for performance of the Work ("Construction Schedule"). Project Schedule contemplated, including the starting and ending date, as well as an indication of the completion of stages of Work hereunder. Such document, once approved by the City and, if applicable, the City's Consultant shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit E**. If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance. The Construction Schedule shall not be modified except by written change order. The Construction Schedule shall not exceed time limits current under the Contract Documents, shall be submitted with each pay application, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

(b) The names and addresses of all proposed subcontractors in writing.

(c) Schedules of the starting and ending dates of subcontractors and the scope of Work contemplated for subcontractors.

(d) Name, local office, phone number and addresses and, home phone numbers for the Contractor and its Project Superintendent/Manager.

(e) For construction projects, four (4) copies of all shop and/or setting drawings or schedules for the submission thereof.

(f) Where applicable, materials procurement schedules and material supplier names, addresses and phone numbers.

9.02 The City's Representative, within five (5) working days after the initial post-agreement award conference or any other meetings, may submit minutes of the meeting to the Contractor. The Contractor shall thereafter have five (5) working days to review the minutes and make its objections, changes, or reductions thereto in writing. The Contractor shall thereafter sign the minutes and promptly return them to City's Representative. Where there is disagreement, City's Representative will make the final determination.

10. PROGRESS OF WORK

10.01 The Construction Schedule shall be in a detailed precedence-style critical path method ("CPM") or primavera-type format satisfactory to the City and the Consultant. The Construction Schedule shall also (i) provide a graphic representation of all activities and events that will occur during performance of the Work; (ii) identify each phase of construction and occupancy; and (iii) set forth dates that are critical in ensuring the timely and orderly completion of the Work in accordance with the requirements of the Contract Documents (hereinafter referred to as "Milestone Dates"). If not accepted, the Construction Schedule shall be promptly revised by the Contractor in accordance with the recommendations of the City and Consultant and resubmitted for acceptance.

10.02 Further, the parties shall be subject to the following:

(a) The Contractor shall submit a Construction Schedule and schedule of values at the initial post-agreement award meeting and subsequent meetings.

(b) City's Representative shall be entitled to make objections to the Contractor's Construction Schedule submitted herein. The Contractor shall promptly resubmit a revised Construction Schedule to City's Representative.

(c) The Project Superintendent/Manager shall coordinate its activities with City's Representative. If required by the City, the Contractor shall provide a weekly schedule of planned activities, which may be reviewed on a daily basis.

(d) The Contractor shall submit, at such time as may reasonably be requested by City's Representative, additional schedules that shall list the order in which the Contractor proposes to carry on the Work with dates at which the Contractor will start the several parts of the Work and the estimated dates of completion of the several parts.

(e) The Contractor shall attend additional meetings called by City's Representative upon twenty-four (24) hours written notice unless otherwise agreed in writing by the parties.

(f) When the City is having other work done, either by agreement or by its own force, City's Representative may direct the time and manner of work done under this Agreement so that

conflicts will be avoided and the various work being done by and for the City shall be coordinated.

(g) In the event that it is determined by the City that the progress of the Work is not in accordance with the approved Construction Schedule, the City may so inform the Contractor and require the Contractor to take such action as is necessary to insure completion of the Project within the time specified.

10.03 The process of approving the Construction Schedule and updates to the Construction Schedule shall not constitute a warranty by the City that any non-Contractor milestones or activities will occur as set out in the Construction Schedule. Approval of the Construction Schedule does not constitute a commitment by the City to furnish any City-furnished information or material any earlier than the City would otherwise be obligated to furnish that information or material under the Contract Documents. Failure of the Work to proceed in the sequence scheduled by Contractor shall not alone serve as the basis for a claim for additional compensation or time. In the event there is interference with the Work which is beyond its control, Contractor shall attempt to reschedule the Work in a manner that will hold the additional time and costs beyond its control to a minimum. The Contractor shall monitor the progress of the Work for conformance with the requirements of the Construction Schedule and shall promptly advise the City of any delays or potential delays. In the event the Construction Schedule indicates any delays, the Contractor shall propose an affirmative plan to correct the delay. In no event shall any adjustment to the Construction Schedule constitute an adjustment in the Contract Time, any Milestone Date or the Contract Sum unless any such adjustment is agreed to by the City and authorized pursuant to Change Order.

10.04 The Contractor shall also prepare a submittal schedule promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the Consultant's approval. The Consultant's approval shall not unreasonably be delayed or withheld. The submittal schedule shall (i) be coordinated with the Contractor's Construction Schedule; and (ii) allow the Consultant reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

10.05 In the event the City determines that the performance of the Work, as of a Milestone Date or otherwise, has not progressed or reached the level of completion required by the Contract Documents, the City shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, without limitation, (i) working additional shifts or overtime; (ii) supplying additional manpower, equipment, and facilities; and (iii) other similar measures (hereinafter referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The City's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Construction Schedule.

(a) The Contractor shall not be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by the City under or pursuant to this Subparagraph.

(b) The City may exercise the rights furnished the City under or pursuant to this Subparagraph as frequently as the City deems necessary to ensure that the Contractor's performance of the Work will comply with any Milestone Date or completion date set forth in the Contract Documents.

10.06 Work Stoppage. If in the judgment of either the City or City's Representative any of the Work or materials furnished is not in strict accordance with this Agreement or any portion of the Work is being performed

so as to create a hazardous condition, they may, in their sole discretion, order the Work of the Contractor or any subcontractor wholly or partially stopped until any objectionable person, work, or material is removed from the premises. Such stoppage or suspension shall neither invalidate any of the Contractor's performance obligations under this Agreement, including the time of performance and deadlines therefore, nor will any extra charge be allowed the Contractor by reason of such stoppage or suspension.

11. SITE CONDITIONS AND MANAGEMENT

11.01 Where the Contractor is working around or in existing structures, it shall verify conditions at the site, including but not limited to, door openings and passages. Any items constructed or manufactured off-site or outside of buildings shall be done so that they are not too bulky for existing facilities. The Contractor shall provide special apparatus as required to handle any such items. All special handling equipment charges shall be at the Contractor's expense. Further, Contractor shall include in its price for the Work, all labor, materials, equipment and/or engineering services required to protect the adjacent properties and/or structures from damage due to performance of the Work.

11.02 The Contractor shall be responsible for all power, light, and water required to perform the Work.

11.03 Throughout the progress of the Work, the Contractor shall keep the working area free from debris of all types, and remove from premises all rubbish, resulting from any work being done by him. At the completion of the Work, the Contractor shall leave the premises in a clean and finished condition. Any failure to do so may be remedied and charged back to the Contractor.

11.04 Layout of Work. Except as specifically provided herein, the Contractor shall lay out all Work in a manner acceptable to City's Representative in accordance with applicable City of College Station codes and ordinances. City's Representative will review the Contractor's layout of all structures and any other layout work done by the Contractor at the construction meeting, or at the Contractor's request, but this review does not relieve the Contractor of the responsibility of accurately locating all Work in accordance with the Plans and Specifications.

11.05 Lines and Grades. All lines and grades shall be furnished by the Contractor. Benchmarks and control stakes have been provided by the City's Representative. All benchmarks and control stakes shall be carefully preserved by the Contractor. In case of destruction or removal of the same by the Contractor, its subcontractors, or employees, such stakes, marks, etc. shall be replaced by the Contractor at the Contractor's expense. If the Contractor fails to do so, the City may do so and charge back the Contractor. Additional construction staking as needed for the Work, including lines and grades, shall be the sole responsibility of the Contractor, and the Contractor shall receive no extra time or compensation therefor.

11.06 The Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as any information furnished by the City, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the City and the Consultant any errors, inconsistencies or omissions discovered by or made known to the Contractor. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents. Contractor acknowledges the City does not represent nor warrant the accuracy or completeness of information provided by the City related to existing conditions and locations of existing utilities and services. Such information if provided, is provided to the Contractor as a matter of convenience and does not substitute for the Contractor using due diligence to reasonably observe and or to

access space to determine errors, inconsistencies or omissions. In all cases of interconnection of the Work with existing conditions, Contractor shall verify at the site all dimensions relating to such existing conditions.

11.07 Contractor's Structures. The building or locating of structures or the erection of tents or other forms of protection will be permitted only at such places as City's Representative shall permit. The Contractor shall not damage the property where such structures are allowed and shall at all times maintain sanitary conditions in and about such structures in a manner satisfactory to the City. The City may charge the Contractor for any damage or injury to the City, its property, or third persons as a result of the location or use of such structures.

11.08 The Contractor and any entity over whom the Contractor has control shall not erect any sign on the Project site without the prior written consent of the City.

11.09 City may have other work related to the Project performed at the Project site during the time the Work is performed. Contractor should schedule its Work to coordinate with the work of other contractors and utilities with the understanding that some of that work may be performed at times other than as set out in the Contract Documents or as otherwise anticipated. City will endeavor to have such other work performed so as not to unduly interfere with Contractor's performance when Contractor notifies City of specific reasonable needs well in advance of those needs and where it is possible to do so. In the event of substantial delay caused by another contractor or a utility, after advance notice of its needs by Contractor, Contractor will be entitled to make a claim for an extension of time as provided herein.

11.10 When two or more contractors, including Contractor, are employed on related or adjacent work or obtain materials from the same material source, or when work must be completed by one contractor before another can begin, each shall conduct his operations in such a manner as not to cause any unnecessary delay or hindrance to the other. Each contractor, including Contractor if applicable, shall be responsible to the other for all damage to work, to persons, or to property caused to the other by his operations, and for loss caused the other due to unreasonable or unjustified delays or failure to finish the work or portions thereof, or furnish materials within the time requested. Should Contractor cause damage to the work or property of any separate contractor at the Project site, or should any claim arising out of Contractor's separate contractor at the Project site, or should any claim arising out of Contractor's performance of the Work be made by any separate contractor against Contractor, City or other consultants, or any other person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute. **Contractor shall, to the fullest extent permitted by applicable laws, indemnify and hold City harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any separate contractor against City to the extent based on a claim arising out of Contractor's negligence.**

12. MATERIALS

12.01 Materials or work described in words that when so applied have well-known technical or trade meaning shall be held to refer to such recognized standards. All work shall be done and all materials furnished in strict conformity with this Agreement, the other Contract Documents, and recognized industry standards. When specific products, systems or items of equipment are referred to in the Contract Documents, any ancillary devices necessary for connecting the products, systems or items of equipment shall also be provided. When standards, codes, manufacturer's instructions and guarantees are required by the Contract Documents, the current edition at the time of Contract execution shall apply, unless another edition is specified in the Contract Documents. References to standards, codes, manufacturer's instructions and guarantees shall apply in full, except (1) they do not supersede more stringent standards set out in the Contract Documents, and (2) any exclusions or waivers that are inconsistent with the Contract Documents do not apply.

12.02 All materials shall be approved by the City prior to purchase by the Contractor. Unless otherwise specified herein, the Contractor shall purchase all materials and equipment outright and shall not subject the materials and equipment utilized in the Project to any conditional sales agreement, bailment, lease, or other agreement reserving unto seller any right, title, or interest therein. Title to all materials, but not risk of loss, shall pass to the City upon delivery to the Project.

12.03 Where the City deems it necessary to supply materials, it may furnish to the Contractor the list of materials set forth in the attached "List of City Furnished Materials". Upon receipt of said materials, the Contractor shall immediately furnish to the City a written receipt. Moreover, the Contractor shall, on behalf of the City, accept delivery of the materials set forth in the attached "List of Materials Ordered by the City". Under such circumstances, the Contractor shall promptly forward to the City for payment the supplier's invoice together with the Contractor's receipt in writing for such materials.

(a) Upon acceptance of the materials furnished or ordered by the City, the Contractor warrants that it shall properly handle, transport, store and safeguard the materials.

(b) Further, the Contractor shall repair, repaint or replace any and all materials or any part thereof damaged or stolen while in its possession. Such materials are considered to be in the Contractor's possession from the moment the Contractor either accepts delivery of the materials or signs a receipt accepting delivery of said materials until the Project is accepted by the City's Representative.

(c) Before transporting any of the materials furnished or ordered by the City, the Contractor shall establish to the City's satisfaction that it has obtained insurance against losses, theft, damage, equal to or greater than the amounts spent by the City in securing said materials. It shall be incumbent upon the Contractor to verify the cost of materials.

(d) The City shall not be obligated to furnish materials in excess of the quantities, size, kind, and type set forth in the attached List of City Furnished Materials and List of Materials Ordered by the City. If the City furnishes, and the Contractor accepts, materials in excess thereof, the values of such excess materials shall be their actual cost as stated by the City.

(e) Upon delivery, the Contractor shall promptly receive, unload, transport, and handle all materials and equipment on the List of Materials Ordered by the City at its expense and shall be responsible for all shipping costs.

12.04 Materials and supplies shall be new and of good quality. Upon request, the Contractor shall supply proof of quality and manufacturer. No refurbished, reconditioned, or other previously utilized materials or supplies will be used without the prior signed authorization of City's Representative. The Contractor may utilize substitutes of equal quality and function only upon the prior written authorization of the City's Representative. The City's Representative may require documentation as to quality and function, including manufacturer's specifications, to insure that the proposed substitute is equal to the required material or supply. The City's Representative shall have sole discretion over the use of substitute materials and supplies. Contractor shall bear the risk of any delay in performance caused by submitting substitutions.

12.05 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. After equipment is no longer required for the Work, it shall be promptly

removed from the Project site. Protection of construction material and equipment stored at the Project site from weather, theft, damage and all other perils is solely the responsibility of the Contractor.

12.06 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a subcontractor, sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

12.07 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

12.08 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

12.09 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals.

12.10 The Contractor shall review for compliance with the Contract Documents, approve and submit to the City's Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the City's Consultant or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City or of separate contractors.

12.11 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents to the City and City's Consultant that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

12.12 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the City's Consultant.

12.13 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's Consultant's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the City's Consultant in writing of such deviation at the time of submittal and (1) the City's Consultant has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the City's Consultant's approval thereof.

12.14 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City's Consultant on previous submittals. In the absence of such written notice, the City's Consultant's approval of a resubmission shall not apply to such revisions.

12.15 Contractor shall be liable for and the City may withhold from Contractor's payments any amount of additional fees charged by City's Consultant for excessive resubmittal review.

13. ENTRY, OBSERVATION, TESTING & POSSESSION

13.01 The City reserves the right to enter the Project site or sites by such employee(s) or agent(s) as it may elect for the purpose of inspecting the work. The City further reserves the right to enter the Project site or sites for the purpose of performing such collateral work as the City may desire.

13.02 The City's Representative shall have the right, at all reasonable times, to observe and test the work. The Contractor shall make necessary arrangements and provide proper facilities and access for such observation and testing at any location where the Work or any part thereof is in preparation or progress. The Contractor shall ascertain the scope of any observation that may be contemplated by City's Representative and shall give ample notice as to the time each part of the Work will be ready for observation.

13.03 The City's Representative may require Contractor to remove, dismantle, or uncover completed work. If the work is not in accordance with the Plans, Specifications, or other Contract Documents, the Contractor shall pay the costs of repair and restoration of the work required to be removed, dismantled, or uncovered. Unless Contractor is obligated to provide advance notice of inspection, prior to covering up the work, and fails to do so, if said work is in accordance with the -Plans, -Specifications, and other Contract Documents, the City shall pay the costs of repair and restoration of the work.

13.04 City shall have the right to take possession of and use any completed or partially completed portions of the Project prior to the time for completing the entire Project or such portions which may not have expired. The parties agree and understand that possession and use shall not constitute an acceptance of any work not completed in accordance with this Agreement**.** Further, insurance changes required to keep Contractor's insurance in effect shall be the responsibility of Contractor.

14. REJECTED WORK

14.01 All work deemed not in conformity with this Agreement as determined by the City in its sole discretion, may be rejected by the City. City's Representative may reject any work found to be defective or not in accordance with the Contract Documents, regardless of the stage of the work's completion or the time or place of discovery of such defects or inconsistencies and regardless of whether City's Representative has previously accepted the work through oversight or otherwise. Neither observations nor inspections, tests, or approvals made by City's Representative, or other persons authorized under this Agreement to make such observations, inspections, tests, or approvals, shall relieve the Contractor from the obligation to perform the Work in accordance with the requirements of this Agreement and the other Contract Documents.

14.02 If the work or any part thereof is rejected by the City, it shall be deemed by City's Representative as not in conformity with this Agreement. Any remedial action required, as set forth herein, shall be at the Contractor's expense, as follows:

(a) The Contractor may be required, at the City's option, after notice from City's Representative, to remedy such work so that it shall be in full compliance with this Agreement. All rejected work or materials shall be immediately replaced in order to conform with this Agreement.

(b) If the City deems it inexpedient to correct work damaged or not done in accordance with this Agreement, an equitable deduction from the agreed sum may be made by the City at the City's sole discretion.

14.03 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the City to commence and continue correction of such default or neglect with diligence and promptness, the City may, without prejudice to other remedies the City may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including City's expenses and compensation for the City's Consultant's additional services made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the City.

15. SUBCONTRACTING & SUBCONTRACTORS

15.01 The Contractor agrees that it will retain personal control and will give its personal attention to the fulfillment of this Agreement. The Contractor further agrees that subletting of any portion or feature of the Work or materials required in the performance of this Agreement shall not relieve the Contractor from its full obligation to the City as provided by this Agreement.

15.02 Subcontractors must be approved by City's Representative prior to hiring or beginning any work on the Project. If City's Representative judges any subcontractor to be failing to perform the Work in strict accordance with the drawings and specifications, the Contractor, after due notice, shall discharge the same, but this shall in no way release the Contractor from its obligations and responsibility under this Agreement. Every subcontractor shall be bound by the terms and provisions of this Agreement and the Contract Documents as far as applicable to their work. Contractor's subcontract agreement shall provide that subcontractors shall assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the subcontractor's Work, which the Contractor, by these Documents, assumes toward the City and Consultant. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

16. PAYMENT

16.01 The City stipulates that it is an exempt organization as defined by the Limited Sales, Excise and Use Tax Act and, as such, is exempt from the payment of the sales tax on materials and supplies used in the performance of this Agreement. The Contractor shall issue exemption certificates to its suppliers and subcontractors in lieu of said sales tax for all such materials and supplies, and said exemption certificates must comply with the State Comptroller's Ruling No. 95-0.07 and shall be subject to the provision of the State Comptroller's Ruling No. 95-0.09, effective October 1, 1969.

16.02 Progress Payment Applications. The Contractor shall submit applications for payment as provided for herein. Applications for payment will be processed by City's Representative. Before the first Application for Payment, the Contractor shall submit to the City a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the City may require ("Schedule of Values"). The Schedule of Values shall not overvalue early job activities and shall follow the trade divisions of the Specifications so far as possible. Modifications must be approved by City. This schedule, unless objected to by the City, shall be incorporated into this Agreement as a Contract Document and attached hereto as **Exhibit F**. The Schedule of Values shall be used as a basis for reviewing the Contractor's Applications for Payment. On or before the 15th day of each month, the Contractor shall submit to City's Representative, for approval or

modification, a statement, backed by the Schedule of Values, showing as completely as practicable the total value of the actual work performed by the Contractor and accepted by the City up to and including the last day of the ***preceding*** month. The statement shall also include the value of all materials not previously submitted for payment which have been delivered to the site but have not yet been incorporated into the Work.

16.03 Progress Payments. On or before the **30th** calendar day following the City's receipt of a progress payment application made in conformity with Paragraph 16.02, the City shall pay to the Contractor the approved amount of the progress payment based on the Contractor's applications for payment, and the recommendation and approval of City's Representative. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage of Work completed by the Contractor and approved by the City, but in each case less the aggregate of payments previously made, less retainage, and less amounts as City's Representative shall determine and the City may withhold in accordance with this Agreement. Upon Final Completion, including the delivery of all close out documents, such as "as built" drawings, warranties, guarantees, required additional materials, releases, operation and maintenance manuals, and acceptance of the Work in accordance with this Agreement, the City shall pay the remainder of the balance due under this Agreement, less any sums withheld under other terms of this Agreement and less the retainage, which shall be retained for a period of thirty (30) calendar days from the date of Final Completion. Acceptance of retainage by Contractor shall constitute a Waiver and Release of all claims by Contractor.

☑ **16.04 Retainage.** From each approved statement, the City shall retain until final payment, ten percent (10%), where the full contract amount is less than $400,000.00, and five percent (5%), where the full contract amount is $400,000.00 or more. The City may also retain from each approved statement any other sums authorized under the terms of this Agreement.

OR:

☐ **16.04 Retainage.** This section has been removed. No retainage will be deducted.

16.05 If the actual amount of work to be done and the materials to be furnished differ from estimates and where the basis for payment is the unit price method, then payment shall be for the actual amount of accepted work done and materials furnished on the Project.

16.06 Reduction in the scope or quantity of work on unit price items shall merely reduce the number of units. In the event that materials have been delivered prior to notice of such reduction, the City will have the option either to pay freight & transportation costs and any re-stocking charges actually incurred by the Contractor or to purchase the materials. The Contractor shall never be entitled to anticipated or lost profits on the deleted or reduced portion of a job, whether bid on a unit price or lump sum basis.

16.07 The Contractor shall have the sole obligation to pay any and all charges or fees and give all notices necessary to and incidental to the lawful prosecution of the Work hereunder. The Contractor shall not and shall have no authority whatsoever to obligate the City to make any payments to another party nor make any promises or representation of any nature on behalf of the City, without the specific written approval of the City.

16.08 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the City may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

16.09 Unless otherwise provided in the Contract Documents:

(a) Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

(b) Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Amount but not in the allowances; and

(c) Whenever costs are more than or less than allowances, the Contract Amount shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Paragraph 16.9(a) and (2) changes in the Contractor's costs under Paragraph 16.9(b).

16.10 Suspension of Payments. The City, at any time, may suspend monthly progress payments on the Work if it determines that the projected liquidated damages may exceed retainage. The City, at any time, may suspend monthly progress payments if it believes that the Contractor will not complete the Work due to actual default or that the Contractor has represented or done some act that indicates that it will not complete the Work in accordance with this Agreement or within the time period submitted in its bid. Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.11 Withhold Funds. Regardless of any bond, the City may, on account of subsequently discovered evidence and in addition to the retainage withheld under Paragraph 16.04, withhold funds or nullify all or part of any acceptance or certificate to such extent as may be necessary to protect itself from loss on account of any of the following, or as otherwise provided in this Agreement:

(a) Defective work.

(b) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.

(c) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.

(d) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.

(e) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.

(f) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.

(g) City's determination of an amount of liquidated damages.

(h) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.

(i) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

(j) Corrections of mistakes, errors and overpayments in relation to prior pay applications and payments.

Provided, however, City is in no way obligated to Contractor's surety to withhold payment pursuant to the provisions of this Paragraph.

16.12 Price Escalation/De-Escalation. The parties agree that the Contractor has based its bid on certain pricing assumptions of materials to be incorporated into the work specified herein. However, the market for products that are specified herein is considered by both parties to be volatile, and sudden price increases or decreases could occur that are beyond the control of the Contractor, despite its best efforts. Therefore, the parties agree that if there is a bona fide increase or decrease to the Contractor of the material(s) specified herein, the Contractor or City may request an equitable adjustment to this contract based on the Producer Price Index for Intermediate Goods, Table B, as it appears in the "Summary Data from the Producer Price Index News Release" as published by the U.S. Department of Labor, Bureau of Labor Statistics. This index shall be referred to as the materials index.

Bids may only be adjusted semi-annually. Contractors are required to give a 30-day written notice before price increases.

The bid, as submitted herein as part of this Contract, is considered the base price for the materials specified herein as of N/A and shall remain in effect for 6 months hereafter called the **reference base period**. Prices may be adjusted semi-annually each year, based upon the percent changes (whether up or down) in the special index specified herein, between the reference base period N/A and of the most recent year. All calculations for the special index shall be based upon the latest versions of the Producer Price Index data published as of July 20th and January 20th of each year.

Under no circumstances shall the bid prices increase, in aggregate, more than ten percent (10%) during the course of the Contract and any subsequent renewals.

Any Contract awarded with an escalation clause shall be subject to de-escalation provisions in favor of the City in the same or similar manner in the event of cost reductions.

17. EXTRA WORK CHARGES

17.01 No changes shall be made, nor will bills for changes, alterations, modifications, deviations, and extra orders be recognized or paid for except upon the written order from authorized personnel of the City.

17.02 City Manager Approval. When the original contract amount plus all change orders is **One Hundred Thousand Dollars ($100,000)** or less, the City Manager or his designee may approve the written change order in accordance with 17.03 below, provided the change order does not increase the total amount set forth in the Contract to more than **One Hundred Thousand Dollars ($100,000)**. For such contracts, when a change order results in a total contract amount that exceeds **One Hundred Thousand Dollars ($100,000)**, the City Council of the City must approve such change order prior to commencement of the services or work.

☑ **17.03** For "Extra Work", as defined in Paragraph 1.09 and authorized through written change orders, and pursuant to Section 252.048(d) of the Texas Local Government Code, the original Contract price may not be increased by more than ***twenty-five percent (25%)***. Written change orders that do not exceed ***twenty-five percent (25%)*** of the original Contract Amount may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars *($50,000.00)***. Changes in excess of ***Fifty Thousand Dollars ($50,000.00)*** must be approved by the City Council prior to commencement of the services

or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

OR:

☐ **17.03** For construction contracts funded in whole or in part by Certificates of Obligations, for "Extra Work," as defined in Paragraph 1.09 and authorized through written change orders, and pursuant to Section 271.060 of the Texas Local Government Code, a contract with an original contract price of $1 million or more may not be increased by more than ***twenty-five percent (25%)***. If a change order for a construction contract funded in whole or in part with certificates of obligation that has an original price of less than $1 million increases the Contract Amount to $1 million or more, subsequent change orders may not increase the revised Contract Amount by more than ***twenty-five percent (25%)***. Written change orders may be made or approved by the City Manager or his delegate if the change order is equal to or less than **Fifty Thousand Dollars *($50,000.00)***. Changes in excess of ***Fifty Thousand Dollars ($50,000.00)*** must be approved by the City Council prior to commencement of the services or work. **Any requests by the Contractor for a change to the Contract Amount shall be made prior to the beginning of the work covered by the proposed change or the right to payment for Extra Work shall be waived.** No course of conduct or dealings between the parties, nor implied acceptance of alterations or additions to the Work or changes to the Contract Schedule shall be the basis for any claim for an increase in compensation or change in time. Any cost incurred by Contractor in connection with any Extra Work shall be included in Contractor's requested change order and Contractor's failure to include any such cost shall act to Waive and Release any claim for such non-included cost.

17.04 The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Contractor shall complete all Extra Work in connection therewith. All work and materials shall be in strict conformity with the specifications. The Substantial Completion of the Work shall not excuse the Contractor from performing all the Work undertaken, whether of a minor or major nature, and thereby completing the Project in accordance with the Contract Documents. In the event that the Contractor fails to perform the Work as required for Substantial Completion or Final Completion, the City may contract with a third party to complete the Work and the Contractor shall assume and pay the costs of the performance of the Work as contracted.

(a) It is agreed that the Contractor shall perform all Extra Work under the direction of City's Representative when presented with a written work order signed by City.

(b) **No claim for Extra Work of any kind will be allowed unless ordered in writing by the City.** In case any orders or instructions appear to the Contractor to involve Extra Work for which it should receive compensation or an adjustment in the construction time, it shall make written request to City's Representative for a written order from City authorizing such Extra Work.

(c) Should a difference of opinion arise as to what does or does not constitute Extra Work, or as to the payment therefor, and the City insists upon its performance, then the Contractor shall proceed with the Work after making written requests for written orders in a change order and shall keep adequate and accurate account of the actual field costs therefor, as provided under Method C.

(d) It is also agreed that the compensation to be paid to the Contractor for performing Extra Work shall be determined by one or more of the following methods:

Method A – By agreed unit prices, or
Method B – By agreed lump sum, or
Method C – If neither Method A nor Method B is agreed upon before the Extra Work is commenced, then the Contractor shall be paid the actual field cost (as defined in subsection (g) below) of the Work.

(e) **Method A - Unit Prices**. The Contractor agrees to perform Extra Work for the unit prices in the Contractor's Proposal. The Contractor also agrees and warrants that when it is necessary to construct units not shown in the Contract Documents, it shall construct such units for a price arrived at as follows:

(1) The cost of materials shall be determined by the invoices;

(2) The cost of labor shall be the reasonable cost thereof, as determined by the City, but in no event shall it exceed an amount determined by calculating the ratio of the total labor costs to the total costs to the total material costs in the section of the Proposal involved, and multiplying the cost of materials for the unit in question by this ratio. Provided, however, that the ratio shall be calculated for only those units that are similar to the new unit for which a price is to be determined.

(f) **Method B - Lump Sum**. The lump sum shall be reasonably close to the amount for similar work previously done or combinations of similar units. Invoices for materials used shall be provided in support of the agreed lump sum.

(g) **Method C - Actual Field Costs.** The actual field cost is hereby defined to include the cost of all applicable workmen and laborers, as well as materials, supplies, teams, trucks, rentals on machinery and equipment, for the time actually employed or used for such Extra Work, plus actual transportation charges necessarily incurred, together with other costs reasonably incurred directly on account of such Extra Work, including social security, old age benefits, maintenance bonds, public liability, property damage, workers' compensation, and all other insurance as may be required by law or ordinances or required and agreed to by the City or City's Representative. City's Representative may direct the form in which accounts of the actual field costs shall be kept and records of these accounts shall be made available to City's Representative. Unless otherwise agreed upon, the prices for the use of machinery and equipment shall be determined by using one hundred percent (100%), unless otherwise specified, of the latest schedule of equipment and ownership expenses adopted by the Associated General Contractors of America. Where practical, the terms and prices for the use of machinery and equipment shall be incorporated in the written Extra Work order. Actual field costs shall not exceed the prevailing market price therefor within reasonable tolerances as determined by City's Representative. The amount due to Contractor for costs other than actual field costs shall be calculated in accordance with the following standards:

(1) No indirect or consequential damages will be allowed.

(2) All damages must be directly and specifically shown to be caused by a proven wrong. No recovery shall be based on a comparison by planned expenditures to total actual expenditures or on estimated losses of labor efficiency, or on a comparison of planned man loading to actual man loading, or any other analysis that is used to show damages indirectly.

(3) Damages are limited to extra costs specifically shown to have been directly caused by a proven wrong.

(4) The maximum daily limit on any recovery for delay shall be the amount established by the Contractor for job overhead costs, defined in the pay applications, divided by the total number of days specified for completion called for in the original Contract. Absent an overhead amount in the Schedule of Values, the amount estimated by Contractor for job overhead cost shall be used.

18. TIME OF COMPLETION, CONTRACT TERM, RENEWAL, and EXTENSION

18.01 Time of the Essence. The date of beginning, the time for Substantial Completion and Final Completion of Work as specified in this Agreement are of the essence of this Agreement.

18.02 Notice to Proceed. The Work embraced by this Agreement shall be commenced on the date specified in the notice to proceed. Said notice to proceed may be given orally or set by the City's Representative at the post-award conference.

18.03 The Work shall be Substantially Completed within the time bid, which shall run from the date when the notice to proceed is given by City's Representative.

18.04 Final Completion. The Work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

18.05 Contract Term, Renewal, and Extension. The original term of this Contract shall be for one (1) year from the effective date of this contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). The renewal will be under the same terms and conditions as the original contract; provided, however, that the unit prices bid under the original contract may, by mutual agreement, be increased by no more than ten percent (10%) of the original contract price. In the event a new contract cannot be executed at the anniversary date of the original term or any renewal term, the contract may be renewed month-to-month until a new contract is executed.

18.06 Funding Out Provision. If, for any reason, City funds are not appropriated to continue the contract, the Contract shall become null and void and shall terminate.

19. SUBSTANTIAL COMPLETION

19.01 The Contractor shall notify City's Representative when, in the Contractor's opinion, the Contract is Substantially Completed. Within ten (10) calendar days after the Contractor has given City's Representative written notice that the Work has been Substantially Completed, City's Representative shall inspect the Work for the preparation of a final punch list.

(a) If City's Representative and the City find that the Work is not Substantially Completed, then they shall so notify the Contractor who shall then complete the Work. City's Representative shall not be required to provide a list of unfinished work.

(b) If the City Representative and City find that the Work is Substantially Completed, the City shall issue to the Contractor its certificate of Substantial Completion.

19.02 The Substantial Completion of the Work shall not excuse the Contractor from performing all of the Work, whether of a minor or major nature, necessary for Final Completion and thereby completing the Project in accordance with the Contract Documents.

20. FINAL COMPLETION

20.01 Contractor shall notify the City's Representative when it believes that the Work has reached Final Completion as defined in Paragraph 1.08. If the City's Representative and the City accept and deems such Work Finally Complete, then Contractor shall be so notified and certificates of completion and acceptance, as provided herein, shall be issued. A complete itemized statement of this Agreement account, certified by the City's Representative as correct, shall then be prepared and delivered to Contractor. Contractor or City, as the case may be, shall pay the balance due as reflected by said statement within thirty (30) calendar days.

20.02 The Contractor shall procure all required certificates of acceptance or completions issued by state, municipal, or other authorities and submit the same to the City. The City may withhold any payments due under this Agreement until the necessary certificates are procured and delivered.

20.03 Neither the final payment nor any acceptance nor certificate nor any provision of this Agreement shall relieve the Contractor of any responsibility for faulty workmanship or materials. At the option of the City, the Contractor shall remedy any defects and pay for any damage to other work which may appear after final acceptance of the Work.

21. DELAYS

21.01 The Contractor, in undertaking to complete the Work within the times herein fixed, has taken into consideration and made allowance for all hindrances and delays incident to such Work, whether growing out of delays in securing material or workmen or delays arising from inclement weather or otherwise.

21.02 The City may, in its sole discretion, delay the Work during inclement weather in order to preserve the Project, insure safety of work forces, and the preservation of materials and equipment. In such event and upon a written request from the Contractor, the City may grant an extension of time pursuant to Paragraph 22 to offset for such stoppage of the Work.

21.03 No payment or compensation of any kind shall be made to the Contractor for damages because of hindrance or delay in the progress of the Work, unless such delays (1) are caused by the actual interference, fraud, bad faith or misrepresentation by the City or its agents, (ii) extend for an unreasonable length of time; or (iii) were not contemplated by the parties at the time of contracting. In the event of any delay entitling Contractor to an increase in Contract Amount, except when due to City's intentional interference or fraud, Contractor's recovery shall be limited as outlined in subsection 21.04 below. The City's reasonable exercise of any of its rights or remedies under the Contract, regardless of the extent or frequency, shall not under any circumstances be construed as interference with the Contractor's performance of the Work.

21.04 In the event of delays resulting from changes ordered in the Work by the City or other delays caused by the City or for the City's convenience, the Contractor may apply to the City for recovery of incidental damages resulting from increased storage costs or other costs necessary to protect the value of the Work. In no event shall

any consequential or other damages be allowed or any other charges or claims be made by the Contractor for hindrances or delays resulting from any other cause.

22. EXTENSIONS OF TIME

22.01 The Contractor has submitted its proposal in full recognition of the time required for the completion of this Project, taking into consideration all factors including, but not limited to the average climatic range and industrial conditions. The Contractor has considered the liquidated damage provision of this Agreement and understands and agrees that it shall not be entitled to, nor will it request, an extension of time for either Substantial Completion or Final Completion, except when the Work has been delayed by one or more of the following:

(a) An act or neglect of the City, the City's Representative, employees of the City, or other contractors employed by the City;

(b) By changes ordered in the Work, or reductions thereto approved in writing;

(c) By "rain days" (days with rainfall in excess of one-tenth of an inch) during the term of this Agreement that exceed the average number of rain days for such term for this locality, both as determined by the Texas A&M University weather service; or

(d) By other causes that the City and the Contractor agree may reasonably justify delay and that were beyond the Contractor's reasonable control and ability to estimate, predict, or avoid, such as delays caused by unforeseen labor disputes, fire, natural disasters, acts of war, and other rare and unpredictable events. This term does **not** include normal delays incident to the delivery of materials, tools, or labor that reasonably could have been predicted and/or accounted for in the Contractor's Proposal or decision to bid.

22.02 If one or more of the foregoing conditions is present, the Contractor may apply in writing for an extension of time, within thirty (30) days of the occurrence of the event causing the delay, submitting therewith all written justification as may be required by the City's Representative. Within ten (10) calendar days after receipt of a written request for an extension of time, which is supported by all requested documentation, the City shall, in writing and in its sole discretion, grant or deny the request. Under no circumstances shall any extension of time by the City be valid and binding unless it is in writing and in conformity with the other terms of this Agreement.

23. LIQUIDATED DAMAGES

23.01 The time for the Substantial and Final Completion of the Work described herein are reasonable times for the completion of each, taking into consideration all conditions, including but not limited to the average climatic conditions and usual industrial conditions prevailing in this locality. The amount of liquidated damages for the Contractor's failure to meet the deadlines for Substantial and/or Final Completion are fixed and agreed on by the Contractor because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be retained by the City from current periodic estimates for payment or from final payment.

23.02 As a result of the difficulty in estimation, calculation and ascertainment of City's damages due to a failure of Contractor to achieve timely completion of the Work, if the Contractor should neglect, fail, or refuse to either Substantially Complete or Finally Complete the Work within the time herein specified, or any proper extension thereof granted by the City's Representative pursuant to the terms of Paragraph 22 of this Agreement, then the Contractor does hereby agree as part of the consideration for the awarding of this Agreement that the City may

permanently withhold from the Contractor's total compensation the sum of Two hundred dollars and 00 **/100 DOLLARS ($** 200.00 **)** for each and every calendar day that the Contractor shall be in default after the time stipulated for Substantial Completion and/or Final Completion, not as a penalty, but as liquidated damages for the breach of this Agreement. It being specifically understood that the assessment of liquidated damages may be made for any failure to meet either or both of the deadlines specified for Substantial Completion and/or Final Completion.

24. CHARGES FOR INJURY OR REPAIR

24.01 The Contractor shall be liable for any damages incurred or repairs made necessary by reason of its work and/or caused by it. Repairs of any kind required by the City will be made and charged to the Contractor by the City.

24.02 The Contractor shall take the necessary precautions to protect any areas adjacent to its Work.

24.03 The Work specified consists of all work, materials, and labor required by the City to repair any damage to the property of the City, including but not limited to structures, roadways, curbs, parking areas, and sidewalks.

25. WARRANTY

25.01 Upon issuance of a certificate of Final Completion, the Contractor warrants for a period of one (l) year as follows:

> **The Contractor warrants that all materials provided to the City under this Agreement shall be new unless otherwise approved in advance by City's Representative, and all work will be of good quality, free from faults and defects, and in conformance with this Agreement, the other Contract Documents, and recognized industry standards.**

25.02 All work not conforming to these requirements, including but not limited to unapproved substitutions, may be considered defective.

25.03 This warranty is in addition to any rights or warranties expressed or implied by law and in addition to any consumer protection claims arising from misrepresentations by the Contractor.

25.04 Where more than a one (l) year warranty is specified for individual products, work, or materials, the longer warranty shall govern.

25.05 This warranty obligation shall be covered by any performance or payment bonds tendered in compliance with this Agreement.

25.06 Defective Work Discovered During Warranty Period. If any of the Work is found or determined to be either defective, including obvious defects, or otherwise not in accordance with this Agreement within one (l) year after the date of the issuance of a certificate of Final Completion of the Work or a designated portion thereof, whichever is longer, or within one (l) year after acceptance by the City of designated equipment, or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by this Agreement, the Contractor shall promptly, upon receipt of written notice by the City, correct the defective work at no cost to the City.

25.07 The obligation to correct any defective work shall survive the termination of this Agreement. The guarantee to correct the defective work shall not constitute the exclusive remedy of City, nor shall other remedies be limited to the terms of either the warranty or the guarantee.

25.08 If within ten (10) calendar days after the City has notified the Contractor of a defect, failure, or abnormality in the Work, the Contractor has not started to make the necessary corrections or adjustments, the City is hereby authorized to make the corrections or adjustments, or to order the Work to be done by a third party. The cost of the work shall be paid by the Contractor or its surety.

25.09 The cost of all materials, parts, labor, transportation, supervision, special instruments, and supplies required for the replacement or repair of parts and for correction of defects shall be paid by the Contractor or by the surety.

25.10 The guarantee shall be extended to cover all repairs and replacements furnished, and the term of the guarantee for each repair or replacement shall be one (l) year after the installation or completion. The one (l) year warranty shall cover all Work, equipment, and materials that are part of this Project, whether or not a warranty is specified in the individual section of the Contract Documents that prescribe that particular aspect of the Work.

26. PAYMENT OF EMPLOYEES, SUBCONTRACTORS & SUPPLIERS

26.01 Wage Rates. Pursuant to Section 2258.023(a) of the Texas Government Code, wage rates paid by the Contractor and any subcontractor on this Project shall be not less than the general prevailing rate of per diem wages for work of a similar character in this locality as specified in the schedule of general prevailing rates of per diem wages attached hereto as Exhibit A.

26.02 Statutory Penalty. Pursuant to Section 2258.023(b) of the Texas Government Code, if the Contractor or any subcontractor violates the requirements of Paragraph 26.01, the Contractor or subcontractor as the case may be shall pay the City **sixty dollars ($60.00)** for each worker employed for each calendar day or part of the day that the worker is paid less than the stipulated wage rates.

26.03 The Contractor and each subcontractors shall pay all of their employees engaged in work on the Project in full (less mandatory legal deductions) in cash or by check readily cashable, without discount, no less than once each week.

26.04 No later than the seventh (7th) calendar day following the payment of wages, the Contractor must file with City's Representative a certified, sworn, legible copy of such payroll. This shall contain the name of each employee, their classification, the number of hours worked on each day, rate of pay, and net pay. The affidavit shall state that the copy is a true and correct copy of such payroll and that no rebates or deductions (except as shown) have been made or will be made in the future from the wages therein shown.

26.05 Payment of Subcontractors. The Contractor shall be solely and exclusively responsible for compensating any of the Contractor's employees, subcontractors, materialmen and/or suppliers of any type or nature whatsoever and for insuring that no claims or liens of any type arising out of or incidental to the performance of any services performed pursuant to this Agreement are filed against any property owned by the City. In the event a statutory lien notice is sent to the City, the Contractor shall, where no payment bond covers the Work, upon written notice from the City, immediately obtain a bond at its expense and hold the City harmless from any losses that may result from the filing or enforcement of any said lien notice. In the event that the

Contractor defaults in the provision of the bond, the City may withhold such funds as are necessary to assure the payment of such claim until litigation determines to whom payment shall be made.

26.06 Affidavit of Bills Paid. Prior to Final Acceptance of the Project, the Contractor shall provide a notarized affidavit stating that all bills for labor, materials, and incidentals incurred have been paid in full, that any claims from manufacturers, materialmen, and subcontractors have been released, and that there are no claims pending of which the Contractor has been notified.

27. INSURANCE

27.01 The Contractor shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, volunteers, employees or subcontractors. The policies, coverages, limits and endorsements required are as set forth below.

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

27.02 Types. Contractor shall have the following types of insurance:

- **(a)** Commercial General Liability.
- **(b)** Business Automobile Liability.
- **(c)** Excess Liability – required for contract amounts exceeding $1,000,000.
- **(d)** Builder's Risk – provides coverage for contractor's labor and materials for a project during construction that involves a structure such as a building or garage, builder's risk policy shall be written on "all risks" form.
- **(e)** Workers' Compensation/ Employer's Liability.

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

- **(a)** Only licensed Insurance Carriers authorized to do business in the State of Texas will be accepted.
- **(b)** Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- **(c)** "Claims Made" policies are not accepted.
- **(d)** Coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the City of College Station.
- **(e)** The City of College Station, its agents, officials, employees and volunteers, are to be named as "Additional Insured" to the Commercial General, Umbrella and Business Automobile Liability policies. The coverage shall contain no special limitations on the scope of protection afforded to the City, its agents, officials, employees or volunteers.

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

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

(b) Limit of $1,000,000.00 per occurrence for bodily injury and property damage with an annual aggregate limit of $2,000,000.00 which limits shall be endorsed to be per Project.

(c) Coverage shall be at least as broad as ISO form GC 00 01.

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

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

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

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

(b) Minimum Combined Single Limit of $1,000,000.00 per occurrence for bodily injury and property damage.

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

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

(e) Pollution Liability coverage shall be provided by endorsement MCS-90, with a limit of $1,000,000.00, where such exposures exist.

27.06 Excess Liability. The following Excess Liability requirements shall apply:

Unless otherwise agreed in writing, excess liability coverage following the form of the underlying coverage with a minimum limit of $5,000,000.00 or the total value of the Agreement, whichever is greater, per occurrence/aggregate when combined with the lowest primary liability coverage, is required for contracts exceeding $1,000,000 in total value.

27.07 Additional Insured.

Those policies set forth in Paragraphs 27.04, 27.05, and 27.06 shall contain an endorsement listing the City as Additional Insured and further providing that the Contractor's policies are primary to any self-insurance or insurance policies procured by the City. The additional insured endorsement shall be in a form acceptable to the City. Waiver of subrogation in a form acceptable to the City shall be provided in favor of the City on all policies obtained by the Contractor in compliance with the terms of this Agreement. Contractor shall be responsible for all deductibles which may exist on any policies obtained in compliance with the terms of this Agreement. All

coverage for subcontractors shall be subject to the requirements stated herein. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Agreement, attached hereto as Exhibit C, and approved by the City before Work commences.

27.08 Builder's Risk

Until the Work is completed and accepted by the City, the Contractor shall purchase and maintain builder's risk insurance upon the entire Work at the Project site to the full insurable value thereof. The builder's risk insurance shall also cover portions of the Work stored off site after written approval of the City of the value established in the approval, and also portions of the Work in transit. This insurance shall include the interests of the City, the Contractor, subcontractors and sub-subcontractors in the Work and shall insure against the perils of fire, wind, storm, hail, lightning and extended coverage including flood and earthquake and shall include all-risk insurance for physical loss or damage, including, without duplication of coverage, theft, vandalism and malicious mischief. The insurance shall cover reasonable compensation for City's Consultant's services and expenses required as a result of an insured loss. This must be an all-risk policy incorporating the following language:

> *Permission is given for the Project insured hereunder to become occupied, the insurance remaining in full force and effect until such time as the Project has been accepted by the City, all as currently approved by the Texas Board of Insurance Commissioners*

When permissible by law, the Certificate of Insurance must include the names of the insured Contractor and the City. The deductible under the policy, including that for flood shall not exceed $100,000.00 without the written approval of the City.

27.09 Workers' Compensation/Employer's Liability Insurance. The following Workers' Compensation Insurance requirements shall apply.

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

(b) Workers' Compensation/ Employer's Liability insurance shall include the following terms:

1. Employer's Liability minimum limits of $1,000,000.00 for each accident/each disease/each employee are required.

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

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

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

"A. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

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

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

project; and

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

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

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

27.09 Certificates of Insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent on the most current State of Texas Department of Insurance-approved form, and shall contain the following provisions and warranties:

(a) The company is authorized to do business in the State of Texas.

(b) The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Department of Insurance or ISO.

(c) Original endorsements affecting coverage required by this section shall be furnished with the certificates of insurance.

28. BOND PROVISIONS

28.01 Pursuant to Section 2253.021 of the Texas Government Code, for all public works contracts with governmental entities, a payment bond is required if the Contract Amount exceeds $50,000, and a performance bond is required if the Contract Amount exceeds $100,000. Below those amounts, the City *may* require payment and/or performance bonds. In the event a performance or payment bond or both is required either by law or in the City's discretion, such bonds shall be executed in accordance with all requirements of Chapter 3503 of the Texas Insurance Code, all other applicable law, and the following:

(a) The Contractor shall execute performance and payment bonds for the full Contract Amount.

(b) The bond surety shall be authorized under the laws of the State of Texas to provide a performance and payment bond and shall have attached proof of authorization of the surety to act in the performance and payment of bonds.

(c) The Contractor shall provide original, sealed, and complete counterparts of the executed bonds in the forms required by the Contract Documents, which are attached as Exhibit B, together with valid original powers of attorney, **at the time of execution of this Agreement by Contractor and**

prior to the commencement of work. Copies of the executed bonds shall be attached hereto as **Exhibit B.**

(d) The performance and payment bonds shall remain in effect for a period of one (1) year after Final Completion of the Work and shall be extended for any warranty work to cover the warranty period.

(e) If at any time during the execution of this Agreement in the required period thereafter, the bond or bonds become invalid or ineffective for any reason, the Contractor shall promptly supply within ten (10) days such other bond or bonds, which bond or bonds shall assure performance or payment as required.

28.02 The Contractor may make such changes and alterations as the City may require in the Work or any part thereof without affecting the validity of this Agreement and any accompanying bond. If such changes or alterations diminish the quantity of the work to be done, they shall not constitute the basis for any claim for damages or anticipated profits. If the City makes changes or alterations that render useless any work already done or material already used in said work, then the City shall compensate the Contractor for any material or labor so used, and for any actual loss occasioned by such change due to actual expenses incurred in preparation for the Work as originally planned, in accordance with the provisions of Article 17.

29. SURETY

29.01 If the Contractor has abandoned the Project or the City has terminated the Contract for cause and the Contractor's Surety, after notice demanding completion is sent, fails to commence the completion of the Work in compliance with this Agreement, then the City at its option may provide for completion of the Work in either of the following manners:

(a) The City may employ such force of men and use of instruments, machinery, equipment, tools, materials, and supplies as said the City may deem necessary to complete the Work and charge the expense of such labor, machinery, equipment, tools, materials, and supplies to the Contractor, and the expense so charged shall be deducted and paid by the City out of such monies as may be due or that may thereafter at any time become due to the Contractor and Surety.

(b) The City may, after notice published as required by law, accept sealed bids and let this Agreement for the completion of the Work under substantially the same terms and conditions that are provided in this Agreement. In case of any increase in cost to the City under the new agreement as compared to what would have been the cost under this Agreement, such increase together with all of the City's damages due to Contractor's abandonment and/or default, including liquidated damages, as provided pursuant to Paragraph 38, entitled "TERMINATION FOR CAUSE" shall be charged to the Contractor and the surety shall be and remain bound therefor. However, should the cost to complete such new agreement prove to be less than that which would have been the cost to complete the Work under this Agreement, the Contractor shall be credited therewith after all deductions are made in accordance with this Agreement.

29.02 Should the cost to complete the Work exceed the Contract Amount and the Contractor fails to pay the amount due to the City within the time designated and there remains any machinery, equipment, tools, materials, or supplies on the Project site, notice thereof, together with an itemized list of such equipment and materials, shall be mailed to the Contractor at its respective address designated in this Agreement; provided, however, that actual written notice given in any manner shall satisfy this condition. After mailing, or otherwise giving such notice, such property shall be held at the risk of the Contractor subject only to the duty of City's Representative to exercise

ordinary care to protect such property. After fifteen (15) calendar days from the date of said notice, City's Representative may sell such machinery, equipment, tools, materials, or supplies and apply the net sum derived from such sale to the credit of the Contractor. Such sale may be made at either public or private sale, with or without notice, as City's Representative may elect. City's Representative shall release any machinery, equipment, tools, materials, or supplies which remain on the job site and belong to persons other than the Contractor to their proper owners.

29.03 In the event the account shows that the cost to complete the Work is less than that which would have been the cost to City had the Work been completed by the Contractor under the terms of this Agreement, or when the Contractor shall pay the balance shown to be due by them to the City, then all machinery, equipment, tools, materials, or supplies left on the Project site shall be turned over to the Contractor.

30. COMPLIANCE WITH LAW

30.01 The Contractor's work and materials shall comply with all state and federal laws, municipal ordinances, regulations, codes, and directions of inspectors appointed by proper authorities having jurisdiction.

30.02 The Contractor shall perform and require all subcontractors to perform the Work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with OSHA and other laws as they apply to its employees. In the event any of the conditions of the specifications violate the code for any industry, then such code conditions shall prevail.

30.03 The Contractor shall follow all applicable state and federal laws, municipal ordinances, and guidelines concerning soil erosion and sediment control throughout the Project and warranty term.

31. SAFETY PRECAUTIONS

31.01 All safety measures, policies and precautions at the site are a part of the construction techniques and processes for which the Contractor shall be solely responsible. The Contractor is solely responsible for handling and use of hazardous materials or waste, and informing employees of any such hazardous materials or waste. The Contractor shall provide copies of all hazardous materials and waste data sheets to the College Station Fire Department marked "Attn.: Assistant Chief".

31.02 The Contractor has the sole obligation to protect or warn any individual of potential hazards created by the performance of the Work set forth herein. The Contractor shall, at its own expense, take such precautionary measures for the protection of persons, property, and the Work as may be necessary.

31.03 The Contractor shall be held responsible for all damages to property, personal injuries and/or death due to failure of safety devices of any type or nature that may be required to protect or warn any individual of potential hazards created by the performance of the Work set forth herein; and when any property damage is incurred, the damaged portion shall immediately be replaced or compensated for by the Contractor at its own cost and expense.

31.04 Contractor agrees that it shall not transport to, use, generate, dispose of, or install at the Project site any Hazardous Substance (as defined in section 1.11, except in accordance with applicable Environmental Laws. Further, in performing the Work, Contractor shall not cause any release of Hazardous Substances into, or contamination of, the environment, including the soil, the atmosphere, any water course or ground water, except in accordance with applicable Environmental Laws (as defined in section 1.12). **In the event Contractor engages in any of the activities prohibited in this section 31.04 to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its respective officials, agents and employees**

harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from the activities prohibited in this section 31.04.

31.05 In the event Contractor encounters on the Project site any Hazardous Substance, or what Contractor may reasonably believe to be a Hazardous Substance, and which is being introduced to the Work, or exists on the Project site, in a manner violative of any applicable Environmental Laws, Contractor shall immediately stop work in the area affected and report the condition to City in writing. The Work in the affected area shall not thereafter be resumed except by written authorization of City if in fact a Hazardous Substance has been encountered and has not been rendered harmless. In the event Contractor fails to stop the Work upon encountering a Hazardous Substance at the Project site, **to the fullest extent permitted by law, Contractor hereby indemnifies and holds City and all of its officials, agents and employees harmless from and against any and all claims, damages, losses, causes of action, suits and liabilities of every kind, including, but not limited to, expenses of litigation, court costs, punitive damages and attorneys' fees, arising out of, incidental to or resulting from Contractor's failure to stop the Work.**

31.06 City and Contractor may enter into a separate agreement and/or Change Order for Contractor to remediate and/or render harmless the Hazardous Substance, but Contractor shall not be required to remediate and/or render harmless the Hazardous Substance absent such agreement. Contractor shall not be required to resume work in any area affected by the Hazardous Substance until such time as the Hazardous Substance has been remediated and/or rendered harmless.

31.07 It is the Contractor's responsibility to comply with all Environmental Laws (as defined in section 1.10 of this Agreement) based on the law in effect at the time its services are rendered and to comply with any amendments to those laws for all services rendered after the effective date of any such amendments.

32. TRENCH SAFETY

The Contractor must comply with Texas law regarding trench excavation exceeding five feet in depth and in accordance with the following items:

32.01 The Contractor must comply with the requirements of Subchapter 756 of the Tex. Health & Safety Code Ann. §756.022-023, and the requirements of 29 C.F.R., Subpart P – Excavations (sections 1926.650 et. seq.) of the Occupational Safety and Health Administration Standards, as amended.

32.02 The Contractor must include a separate pay item for trench safety complying with trench safety requirements, stating a unit price per linear foot of trench safety systems, as measured along the centerline of trench including manholes and other line structures.

32.03 Before beginning work on this project, the Contractor must submit to the City a complete trench safety program that complies with state and federal regulations. It is the sole duty, responsibility and prerogative of the Contractor, not the City, to determine the specific applicability of the designed trench safety systems to each field condition encountered on the project.

32.04 The Contractor must provide the City the name of the "competent person" required by OSHA standards to perform the trench safety inspections. The Contractor must make daily inspections to ensure that the systems comply with all applicable laws and regulations, and must maintain a permanent record of daily inspections available for examination by the City or other government authority.

32.05 If evidence of possible cave-ins or slides is apparent, the Contractor must cease all work in the trench and surrounding area until the necessary precautions have been taken by the Contractor to safeguard personnel entering the trench.

33. INDEMNITY

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

33.02 The indemnification contained in paragraphs 33.01 shall include but not be limited to the following specific instances:

(a) The City is damaged due to the act, omission, mistake, fault or default of the Contractor.

(b) In the event of any claims for payment for goods or services brought by any material suppliers, mechanics, laborers, or other subcontractors.

(c) In the event of any and all injuries to or claims of adjacent property owners caused by the Contractor, its agents, employees, and representatives.

(d) In the event of any damage to the floor, walls, etc., caused by the Contractor's personnel or equipment during installation.

(e) The removal of all debris related to the Work.

(f) The acts and omissions of the subcontractors it hired.

(g) The Contractor's failure to comply with applicable federal, state, or local regulations, that touch upon or concern the maintenance of a safe and protected working environment and the safe use and operation of machinery and equipment in that working environment, no matter where fault or responsibility lies.

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

33.04 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph 33.01, such legal limitations are made

a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

33.05 The indemnity provisions provided herein shall survive the termination or expiration of this Agreement.

33.06 The indemnification obligations under this section shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workers compensation acts, disability benefit acts or other employee benefit acts. 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.

34. RELEASE

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

35. PERMITS AND LICENSES

35.01 The Contractor shall secure and pay for all necessary permits and licenses, governmental fees, and inspections necessary for the proper execution and completion of the Work. During this Agreement term and/or period during which the Contractor is working, it shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.

36. ROYALTIES AND LICENSING FEES

36.01 THE CONTRACTOR SHALL PAY ALL ROYALTIES AND LICENSING FEES. THE CONTRACTOR SHALL HOLD THE CITY HARMLESS AND INDEMNIFY THE CITY FROM THE PAYMENT OF ANY ROYALTIES, DAMAGES, LOSSES OR EXPENSES INCLUDING ATTORNEY'S FEES FOR SUITS, CLAIMS OR OTHERWISE, GROWING OUT OF INFRINGEMENT OR ALLEGED INFRINGEMENT OF PATENTS, MATERIALS AND METHODS USED IN THE PROJECT. IT SHALL DEFEND ALL SUITS OR CLAIMS FOR INFRINGEMENT OF ANY PATENT RIGHTS. FURTHER, IF THE CONTRACTOR HAS REASON TO BELIEVE THAT THE DESIGN, SERVICE, PROCESS, OR PRODUCT SPECIFIED IS AN INFRINGEMENT OF A PATENT, IT SHALL PROMPTLY GIVE SUCH INFORMATION TO CITY'S REPRESENTATIVE.

37. BREACH OF CONTRACT & DAMAGES

37.01 The City shall have the right to declare the Contractor in breach of this Agreement for cause when the City determines that this Agreement is not being performed according to its understanding of the intent and meaning of this Agreement. Such breach shall not in any way invalidate, abrogate, or terminate the Contractor's obligations under this Agreement.

37.02 Without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to damages for breach of contract, upon but not limited to the following occurrences:

(a) If the Contractor shall fail to remedy any default after written notice thereof from City's Representative, as City's Representative shall direct; or

(b) If the Contractor shall fail for any reason other than the failure by City's Representative to make payments called upon when due; or

(c) If the Contractor commits a substantial default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

38. TERMINATION FOR CAUSE

38.01 At any time, and without prejudice to any other legal or equitable right or remedy that the City would otherwise possess hereunder or as a matter of law, the City upon giving the Contractor five (5) calendar days prior written notice shall be entitled to terminate this Agreement in its entirety for any of the following:

(a) If the Contractor becomes insolvent, commits any act of bankruptcy, makes a general assignment for the benefit of creditors, or becomes the subject of any proceeding commenced under any statute or law for the relief of debtors and, after notice, fails to provide adequate assurance that it can remedy all of its defaults; or

(b) If a receiver, trustee, or liquidator of any of the property or income of the Contractor is appointed; or

(c) If the Contractor fails to prosecute the Work or any part thereof with diligence necessary to insure its progress and completion as prescribed by the time schedules; or

(d) If the Contractor fails to remedy any default within ten (10) calendar days after written notice thereof from City's Representative, as City's Representative shall direct; or

(e) If the Contractor fails for any reason other than the failure by City's Representative to make payments called upon when due; or

(f) If the Contractor abandons the Work.

(g) If the Contractor commits a material default under any of the terms, provisions, conditions, or covenants contained in this Agreement.

39. TERMINATION FOR CONVENIENCE

39.01 The performance of the Work may be terminated at any time in whole or, from time to time, in part, by the City for its convenience. Any such termination shall be effected by delivery to the Contractor of a written notice (notice of termination) specifying the extent to which performance of the Work is terminated, and the date upon which termination becomes effective.

39.02 In the event of termination for convenience, the Contractor shall only be paid the reasonable value of the Work performed prior to the effective date of the termination notice and shall be further subject to any claim the City may have against the Contractor under other provisions of this Agreement or as a matter of law. In the event of termination for convenience, Contractor Waives and Releases any claim for lost profit, other than profit on Work performed prior to the effective date of such termination.

40. RIGHT TO COMPLETE

40.01 If this Agreement is terminated for cause, the City shall have the right but shall not be obligated to complete the Work itself or by others; and to this end, the City shall be entitled to take possession of and use such equipment, without rental obligation therefor, and materials as may be on the job site, and to exercise all rights, options, and privileges of the Contractor under its subcontracts, purchase orders, or otherwise; and the Contractor shall promptly assign such rights, options, and privileges to City. If the City elects to complete the Work itself or by others, pursuant to the foregoing, then the Contractor and/or Contractor's surety will reimburse City for all costs incurred by the City (including, without limitation, applicable, general, administrative expenses, field overhead, the cost of necessary equipment, materials, field labor, additional fees paid to architects, engineers, attorneys or others to assist the City in connection with the termination and liquidated damages) in completing and/or correcting work by the Contractor that fails to meet any requirement of this Agreement or the other Contract Documents.

41. CLOSE OUT

41.01 After receipt of a notice of termination, whether for cause or convenience, unless otherwise directed by City's Representative, the Contractor shall, in good faith and to the best of its ability, do all things necessary in the light of such notice to assure the efficient and proper closeout of the terminated work (including the protection of City's property). Among other things, the Contractor shall, except as otherwise directed or approved by City's Representative, do the following:

(a) Stop the work on the date and to the extent specified in the notice of termination;

(b) Place no further orders or subcontracts for services, equipment, or materials, except as may be necessary for completion of such portion of the Work as is not terminated;

(c) Terminate all orders and subcontracts to the extent that they relate to the performance of the Work terminated by the notice of termination;

(d) Assign to City's Representative, in the manner and to the extent directed by it, all of the right, title, and interest of the Contractor under the orders or subcontracts so terminated; in which case, City's Representative shall have the right to settle or pay any or all claims arising out of the termination of such orders and subcontracts;

(e) With the approval of City's Representative, settle all outstanding liabilities and all claims arising out of such termination, orders, and subcontracts; and/or

(f) Deliver to City's Representative, when directed by City's Representative, all documents and all property, which if the Work had been completed, Contractor would have been required to account for or deliver to City's Representative, and transfer title to such property to City's Representative to the extent not already transferred.

42. TERMINATION CONVERSION

42.01 Upon determination of Court of competent jurisdiction that termination of the Contractor pursuant to Paragraph 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Paragraph 39 and Contractor's remedy for such termination shall be limited to the recovery of the payments permitted for termination for convenience as set forth in Paragraph 39.

43. HIRING

43.01 During the term of this Agreement and for a period of one (1) year thereafter, the Contractor agrees not to solicit for hire any employee or employees of the City that were associated with work specified under this Agreement. In the event that this provision is breached by the Contractor, the Contractor agrees to pay the City damages in the amount equal to twelve (12) months of the employee's total compensation plus any legal expenses associated with enforcement of this provision.

44. ASSIGNMENT

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

45. EFFECTIVE DATE

45.01 This Agreement goes into effect when duly approved by all the parties hereto and is contingent upon Contractor obtaining the bonds required herein.

46. OTHER TERMS

46.01 Invalidity. 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.

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

46.03 Written Notice. Unless otherwise specified, written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to any officer of the corporation for whom it is intended or if it is delivered or sent certified mail to the last business address as listed herein. Each party will have the right to change its business address by at least thirty (30) calendar days written notice to the other parties in writing of such change.

46.04 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 the City, either before or after the execution of this Agreement, shall affect or modify any of the terms or obligations hereunder.

46.05 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.

46.06 Mediation. After receipt of a written notice of a claim, the City may elect to refer the matter to the City's Consultant, City's Representative or another party for review. Contractor will attend meetings called to review and discuss the claims and mitigation of the problem, and shall furnish any reasonable factual backup for the claim requested. The City may also elect to defer consideration of the claim until the Work is completed, in which case the same review options shall be available to the City at the completion of the Work. At any stage, the City, at its sole discretion, is entitled to refer a claim to mediation under the Construction Industry Mediation Rules of the American Arbitration Association, and, if this referral is made, Contractor will take part in the mediation process. The filing, mediation or rejection of a claim does not entitle Contractor to stop performance of the Work. The Contractor shall proceed diligently with performance of the Contract during the pendency of any claim, excepting termination or under City's direction to stop the Work. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The parties shall share the Mediator's fee and any filing fees equally and the Mediation shall be held in College Station, Texas.

46.07 Arbitration. In the event of a dispute and upon the mutual written consent of both parties, the parties may agree to arbitration without waiving any of their other rights hereunder.

46.08 Choice of Law and Place of Performance. This Agreement has been made under and shall be governed by the laws of the State of Texas. Performance and all matters related thereto shall be in Brazos County, Texas, United States of America.

46.09 Authority to do business. The Contractor represents that it has a certificate of authority, authorizing it to do business in the State of Texas, a registered agent and registered office during the duration of this Agreement.

46.10 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 corporations.

46.11 Waiver. 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 the City 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.

46.12 Headings, Gender, Number. The article headings are used in this Agreement for convenience and reference purposes only and are not intended to define, limit, or describe the scope or intent of any provision of this Agreement and shall have no meaning or effect upon its interpretation. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

46.13 Agreement Read. The parties acknowledge that they have had opportunity to consult with counsel of their choice, have read, understand and intend to be bound by the terms and conditions of this Agreement.

46.14 Multiple Originals. 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.

46.15 Notice of Indemnification. City and Contractor hereby acknowledge and agree that this Agreement contains certain indemnification obligations and covenants.

46.16 Verification No Boycott. To the extent applicable, this Contract is subject to the following:

(a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;

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

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

List of Exhibits

- **A.** Wage Rates
- **B.** Performance & Payment Bonds
- **C.** Certificates of Insurance
- **D.** Plans & Specifications
- **E.** Construction Schedule
- **F.** Schedule of Values

MTL CONSTRUCTION, LLC

By: Dillon Bridwell

Printed Name: Dillon Bridwell

Title: CEO

Date: 7/31/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

1. Payment greater than prevailing wage rate as listed within this document not prohibited per Texas Government Code, Chapter 2258, Prevailing Wage Rates, Subchapter A. General Provisions.

2. Not less than the following hourly rates shall be paid for the various classifications of work required by this project. Workers in classifications where rates are not identified shall be paid not less than the general prevailing rate of "laborer" for the various classifications of work therein listed.

3. The hourly rate for legal holiday and overtime work shall not be less than one and one-half (1 & 1/2) times the base hourly rate.

4. The rates listed are journeyman rates. Helpers may be used on the project and may be compensated at a rate determined mutually by the worker and employer, commensurate with the experience and skill of the worker but not at a rate less than 60% of the journeyman's wage as shown. Apprentices (enrolled in a federally certified apprentice program) may be used at the percentage rates of the journeyman scale stipulated in their apprenticeship agreement. At no time shall a journeyman supervise more than two (2) apprentices or helpers. All apprentices or helpers shall be under the direct supervision of a journeyman working as a crew.

5. Except for Heavy/Highway Construction, building construction wage rates shall be paid to all workers except those workers engaged in site work and construction beyond five feet of buildings.

"General Decision Number: TX20260007 05/18/2026

State: Texas

Construction Types: Heavy

Counties: Texas Counties of
Atascosa, Bandera, Bastrop, Bell, Bexar,
Brazos, Burleson, Caldwell, Comal,
Coryell, Guadalupe, Hays, Kendall,
Lampasas, McLennan, Medina, Robertson,
Travis, Williamson and Wilson

HEAVY (excluding tunnels and dams, not to be used for work on Sewage or Water Treatment Plants or Lift / Pump Stations in Bell, Coryell, McLennan and Williamson Counties) Construction Projects

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SUTX2011-006 08/03/2011

	Rates	Fringes
WELDER	$ 15.97	0.00
TRUCK DRIVER: TANDEM AXLE TRACTOR W/SEMI TRAILER	$ 12.81	0.00
TRUCK DRIVER: SINGLE OR TANDEM AXLE DUMP TRUCK	$ 11.68	0.00
TRUCK DRIVER (SINGLE AXLE)	$ 11.79	0.00
TRUCK DRIVER (OFF ROAD HAULER)	$ 11.88	0.00
TRUCK DRIVER (LOWBOY-FLOAT)	$ 15.66	0.00
TRAFFIC SIGNALIZATION: TRAFFIC SIGNAL INSTALLATION, (TRAFFIC SIGNAL/LIGHT POLE WORKER)	$ 16.00	0.00
STEEL WORKER (STRUCTURAL)	$ 19.29	0.00
STEEL WORKER (REINFORCING)	$ 14.00	0.00
SERVICER	$ 14.51	0.00
POWER EQUIPMENT OPERATOR: SCRAPER	$ 12.27	0.00
POWER EQUIPMENT OPERATOR: MOTOR GRADER, ROUGH	$ 14.63	0.00
POWER EQUIPMENT OPERATOR: MOTOR GRADER, FINE GRADE	$ 18.51	0.00
POWER EQUIPMENT OPERATOR: MECHANIC	$ 17.10	0.00
POWER EQUIPMENT OPERATOR: FRONT END LOADER, 3 CY OR LESS	$ 13.04	0.00
POWER EQUIPMENT OPERATOR: FOUNDATION DRILL, TRUCK MOUNTED	$ 16.93	0.00
POWER EQUIPMENT OPERATOR: CRAWLER TRACTOR	$ 15.67	0.00
POWER EQUIPMENT OPERATOR: BROOM OR SWEEPER	$ 11.04	0.00
POWER EQUIPMENT OPERATOR: BOOM TRUCK	$ 18.36	0.00
POWER EQUIPMENT OPERATOR: ASPHALT DISTRIBUTOR	$ 15.55	0.00
POWER EQUIPMENT OPERATOR: (TRENCHING MACHINE, HEAVY)	$ 18.48	0.00
POWER EQUIPMENT OPERATOR: (SPREADER BOX)	$ 14.04	0.00
POWER EQUIPMENT OPERATOR: (ROLLER, OTHER)	$ 10.50	0.00
POWER EQUIPMENT OPERATOR: (ROLLER, ASPHALT)	$ 12.78	0.00
POWER EQUIPMENT OPERATOR: (RECLAIMER/PULVERIZER)	$ 12.88	0.00
POWER EQUIPMENT OPERATOR: (PAVEMENT MARKING MACHINE)	$ 19.17	0.00
POWER EQUIPMENT OPERATOR: (MILLING MACHINE)	$ 14.18	0.00
POWER EQUIPMENT OPERATOR: (LOADER/BACKHOE)	$ 14.12	0.00
POWER EQUIPMENT OPERATOR: (FRONT END LOADER, OVER 3 CY)	$ 13.21	0.00
POWER EQUIPMENT OPERATOR: (EXCAVATOR OVER 50,000 LBS)	$ 17.71	0.00
POWER EQUIPMENT OPERATOR: (EXCAVATOR 50,000 LBS OR LESS)	$ 12.88	0.00
POWER EQUIPMENT OPERATOR: (DIRECTIONAL DRILLING OPERATOR)	$ 17.24	0.00
POWER EQUIPMENT OPERATOR: (DIRECTIONAL DRILLING LOCATOR)	$ 11.67	0.00
POWER EQUIPMENT OPERATOR: (CRANE, LATTICE BOOM OVER 80 TONS)	$ 19.38	0.00
POWER EQUIPMENT OPERATOR: (CRANE, LATTICE BOOM 80 TONS OR LESS)	$ 15.87	0.00
POWER EQUIPMENT OPERATOR: (CRANE, HYDRAULIC 80 TONS OR LESS)	$ 18.36	0.00
POWER EQUIPMENT OPERATOR: (CONCRETE PAVEMENT FINISHING MACHINE)	$ 15.48	0.00
POWER EQUIPMENT OPERATOR: (ASPHALT PAVING MACHINE)	$ 14.36	0.00
POWER EQUIPMENT OPERATOR: (AGRICULTURAL TRACTOR)	$ 12.69	0.00
PAINTER (STRUCTURES)	$ 18.34	0.00
LABORER: PIPELAYER	$ 12.79	0.00
LABORER: ASPHALT RAKER	$ 12.12	0.00
LABORER (WORK ZONE BARRICADE SERVICER)	$ 11.85	0.00
LABORER (LABORER, UTILITY)	$ 12.27	0.00
LABORER (LABORER, COMMON)	$ 10.50	0.00
LABORER (FLAGGER)	$ 9.45	0.00
FORM BUILDER/FORM SETTER (STRUCTURES)	$ 12.87	0.00
FORM BUILDER/FORM SETTER (PAVING & CURB)	$ 12.94	0.00
ELECTRICIAN	$ 26.35	0.00
CEMENT MASON/CONCRETE FINISHER (PAVING AND STRUCTURES)	$ 12.56	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least $13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker

protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", "SA", or "SC" denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

"SU" wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

a) a survey underlying a wage determination
b) an existing published wage determination
c) an initial WHD letter setting forth a position on a wage determination matter
d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment

data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION

"

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. S920-5504

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, MTL CONSTRUCTION, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto Swiss Re Corporate Solutions Premier Insurance Corporation, as Surety, do hereby acknowledge ourselves to be held and firmly bound to the City of College Station, a municipal corporation, in the sum of Three hundred ninety-nine thousand five hundred seventy-nine dollars and 78 /100 Dollars ($399,579.78) 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.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, the Contractor has on or about this day executed a Contract in writing with the City of College Station for Contract No. 26300691 College Station Utilities Electric Department Yard Improvements as described in ITB #26-078, all of such Work to be done as set out in full in said Contract Documents therein referred to and adopted by the City Council, all of which are made a part of this instrument as fully and completely as if set out in full herein.

NOW THEREFORE, if the said Contractor shall faithfully and strictly perform Contract in all its terms, provisions, and stipulations in accordance with its true meaning and effect, and in accordance with the Contract Documents referred to therein and shall comply strictly with each and every provision of the Contract, including all warranties and indemnities therein and with this bond, then this obligation shall become null and void and shall have no further force and effect; otherwise the same is to remain in full force and effect.

It is further understood and agreed that the Surety does hereby relieve the City of College Station or its representatives from the exercise of any diligence whatever in securing compliance on the part of the Contractor with the terms of the Contract, including the making of payments thereunder and, having fully considered its Principal's competence to perform the Contract in the underwriting of this Performance Bond, the Surety hereby waives any notice to it of any default, or delay by the Contractor in the performance of his Contract and agrees that it, the Surety, shall be bound to take notice of and shall be held to have knowledge of all acts or omissions of the Contractor in all matters pertaining to the Contract. The Surety understands and agrees that the provision in the Contract that the City of College Station shall retain certain amounts due the Contractor until the expiration of thirty (30) days from the acceptance of the Work is intended for the City's benefit, and the City of College Station shall have the right to pay or withhold such retained amounts or any other amount owing under the Contract without changing or affecting the liability of the Surety hereon in any degree.

It is further expressly agreed by Surety that the City of College Station or its representatives are at liberty at any time, without notice to the Surety, to make any change in the Contract Documents and in the Work to be

done thereunder, as provided in the Contract, and in the terms and conditions thereof, or to make any change in, addition to, or deduction from the Work to be done thereunder; and that such changes, if made, shall not in any way vitiate the obligation in this bond and undertaking or release the Surety therefrom. Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond and it does hereby waive notice of any such change in Contract Time or Contract Sum.

It is further expressly agreed and understood that the Contractor and Surety will fully indemnify and hold harmless the City of College Station from any liability, loss, cost, expense, or damage arising out of or in connection with the Work done by the Contractor under the Contract. In the event that the City of College Station shall bring any suit or other proceeding at law on the Contract or this bond or both, the Contractor and Surety agree to pay to the City the actual amounts of attorneys' fees incurred by the city in connection with such suit.

This bond and all obligations created hereunder shall be performable in Brazos County, Texas. This bond is given in compliance with the provisions of Chapter 2253 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 statute.

Notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United State Postal Service post office or receptacle, with proper postage affixed (certified mail, return receipt requested), addressed to the respective other party at the address prescribed in the Contract Documents, or at such other address as the receiving party may hereafter prescribe by written notice to the sending party. A copy of surety agent's "Power of Attorney" must be attached hereto.

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 current Power of Attorney.

Bond No. S920-5504

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) **(SEAL)**
WITNESS: (if not a corporation)

By: Cody Rambin

Name: Cody Rambin

Title: Pre-Construction Manager

Date: 08/27/26

MTL Construction, LLC
(Name of Contractor)

By: Dillon Bridwell

Name: Dillon Bridwell

Title: CEO

Date: 08/27/26

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: Abby Jones

Name: Abby Jones

Title: Witness
Date: 08/27/26

Swiss Re Corporate Solutions Premier Insurance Corporation
(Full Name of Surety)

1200 Main Street, Suite 800

Kansas City, MO 64105
(Address of Surety for Notice)

By: Kevin J. Dunn

Name: Kevin J. Dunn

Title: Attorney-In-Fact
Date: 08/27/26

FOR THE CITY:

REVIEWED:

City Attorney

THE FOREGOING BOND IS ACCEPTED ON BEHALF OF THE CITY OF COLLEGE STATION, TEXAS:

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

Contract No. 26300691
Electric Construction Services Agreement Over $50,000
Form 08-30-2021

TEXAS STATUTORY PAYMENT BOND

Bond No. S920-5504

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, MTL CONSTRUCTION, LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto Swiss Re Corporate Solutions Premier Insurance Corporation, a corporation organized and existing under the laws of the State of Missouri, licensed to 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, a municipal corporation, in the sum of Three hundred ninety-nine thousand five hundred seventy-nine dollars and 78/100 Dollars ($399,579.78) for payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns jointly and severally.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH THAT:

WHEREAS, Principal has entered into a certain contract with the City of College Station, dated the 27 day of August, 2026, for Contract No. 26300691 College Station Utilities Electric Department Yard Improvements as described in ITB #26-078, referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW THEREFORE, the condition of this obligation is such that if Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the Work provided for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 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.

Surety, for value received, stipulates and agrees that any change in Contract Time or Contract Sum shall not in anywise affect its obligation on this bond, and it does hereby waive notice of any such change in Contract Time or Contract Sum. A copy of surety agent's "Power of Attorney" must be attached hereto.

IN WITNESS THEREOF, the said Principal and Surety have signed and sealed this instrument on the respective dates written below their signatures.

Bond No. S920-5504

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) **(SEAL)**
WITNESS: (if not a corporation)

MTL Construction, LLC
(Name of Contractor)

By: Cody Rambin

Name: Cody Rambin

Title: Pre-Construction Manager

Date: 08/27/26

By: Dillon Bridwell

Name: Dillon Bridwell

Title: CEO

Date: 08/27/26

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: Abby Jones

Name: Abby Jones

Title: Witness

Date: 08/27/26

Swiss Re Corporate Solutions Premier Insurance Corporation
(Full Name of Surety)

1200 Main Street, Suite 800

Kansas City, MO 64105
(Address of Surety for Notice)

By: Kevin J. Dunn

Name: Kevin J. Dunn

Title: Attorney-In-Fact

Date: 08/27/26

FOR THE CITY:

REVIEWED:

City Attorney

THE FOREGOING BOND IS ACCEPTED ON BEHALF OF THE CITY OF COLLEGE STATION, TEXAS:

City Manager

NOTE: Date of bonds must be on or after the date of execution by City.

Contract No. 26300691
Electric Construction Services Agreement Over $50,000
Form 08-30-2021

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute, and appoint:

W. LAWRENCE BROWN, TRACY TUCKER, KEVIN J. DUNN, STEVEN TUCKER, ROBERTA H. ERB,

and DOUGLASS A. REED

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds, consents of surety, or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY-FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011:

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By_____
David Satory, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By_____
Gabriel Jacquez, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 26th day of January, 2026.

State of Illinois
County of Cook ss

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 26th day of January, 2026 before me, a Notary Public personally appeared David Satory, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, and Gabriel Jacquez, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

OFFICIAL SEAL
KAREN M SZWEDA
Notary Public, State of Illinois
Commission No 978628
My Commission Expires September 26, 2027

Karen M. Szweda, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 27th day of August, 20 26.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

IMPORTANT NOTICE

In order to obtain information or make a complaint:

You may contact the **Surety Claims Department** at **1-816-235-3702**

You may call **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** for information or to make a complaint at:

1-816-235-3702

You may also write to **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation** at the following address:

1200 Main Street, Suite 800
Kansas City, MO 64105

You may contact the **Texas Department of Insurance** to obtain information on companies, coverages, rights or complaints at:

1- 800-252-3439

You may write the **Texas Department of Insurance:**

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail:ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim you should first contact the **Swiss Re Corporate Solutions America Insurance Corporation or Swiss Re Corporate Solutions Premier Insurance Corporation**. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter un queja:

Puede comunicarse con **Surety Claims Department** al **1-816-235-3702.**

Usted puede llamar **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** para informacion o para someter una queja al:

1-816-235-3702

Usted tambien puede escribir a **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** al:

1200 Main Street, Suite 800
Kansas City, MO 64105

Puede escribir al **Departmento de Seguros de Texas** para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1- 800-252-3439

Puede escribir al **Departmento de Seguros de Texas:**

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail:ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el **Swiss Re Corporate Solutions America Insurance Corporation o Swiss Re Corporate Solutions Premier Insurance Corporation** primero. Si no se resuelve la disputa, puede entonces comunicarse con el Departmento de Seguros de Texas.

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para proposito de infromacion y no se converte en parte o condicion del documento adjunto.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/27/2026

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	Matt Patterson Insurance Agency, Inc. 222 E Hutchison St San Marcos TX 78666	CONTACT NAME: Russell Wittekiend PHONE (A/C, No, Ext): 512-396-1234 FAX (A/C, No): 512-396-5548 E-MAIL ADDRESS: matt@mattpattersoninsurance.com
		INSURER(S) AFFORDING COVERAGE / NAIC #
		INSURER A : State Automobile Mutual Insurance Co
INSURED	MTL Construction LLC 7657 FM 32 Fischer TX 78623	INSURER B : Scottsdale Insurance Company
		INSURER C : Texas Mutual Insurance Company
		INSURER D : Crum & Forster Spec Ins
		INSURER E : Farmers Truck Insurance Exchange
		INSURER F : Evanston Ins Co

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	
D	✓ COMMERCIAL GENERAL LIABILITY	✓	✓	GLO225015	11/20/2025	11/20/2026	EACH OCCURRENCE	$ 1,000,000
	☐ CLAIMS-MADE ✓ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	✓ POLICY ✓ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY	✓	✓	10182177CA	07/28/2026	07/28/2027	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ✓ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
D	✓ UMBRELLA LIAB ☐ OCCUR	✓	✓	071732347-01	12/20/2025	12/20/2026	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 5,000,000
	☐ DED ☐ RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		✓	0002099960	09/21/2025	09/21/2026	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
F	Pollution Liab	✓	✓	CPLM0L137062	01/19/2026	01/19/2027	Per Occ	$1,000,000
		☐	☐				Gen Agg	$2,000,000
E	Non owned/rented/leased equip	☐	☐	607053984	09/24/2025	09/24/2026	Non owned Limit	$60,000

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

The City of College Station, its agents, officials, employees and volunteers endorsed/named as additional insured on the gen liab, auto liab. Excess liab follows form. All policies have a standard 30 day notice of cancellation. Gen liab and auto liab are primary and non contributory. Waiver of subrogation in favor of the City of College Station on the gen liab, auto liab, and WC policies.

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

MATTHEW PATTERSON

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EXHIBIT D
PLANS AND SPECIFICATIONS

If the plans and specifications from the ITB 26-078 are not physically inserted here, then they are fully incorporated into this contract by reference.

EXHIBIT E
CONSTRUCTION SCHEDULE

Completion is expected within 6 months from Notice to Proceed.

EXHIBIT F
SCHEDULE OF VALUES

EXHIBIT F

ITB #26-078
College Station Electric Department
Yard Improvements Bid Pricing Sheet

1. Construction of new concrete storage pads and gravel drives surrounding
2. Re-grading of gravel around existing concrete pads
3. Preparation of ground for pole bunk placement
4. Construction of new drive with turnaround

Lump sum total including all labor and materials:

$ 399,579.78

MTL Construction, LLC
Contractor Name

August 27, 2026
Item No. 7.6.
Adamson Lagoon Slide Improvements and Upgrade Design Contract

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a design contract with Dudley Engineering for the design of the Adamson Lagoon Slide Improvements and Upgrade in the amount of $153,708.

Relationship to Strategic Goals:
Core Services and Infrastructure

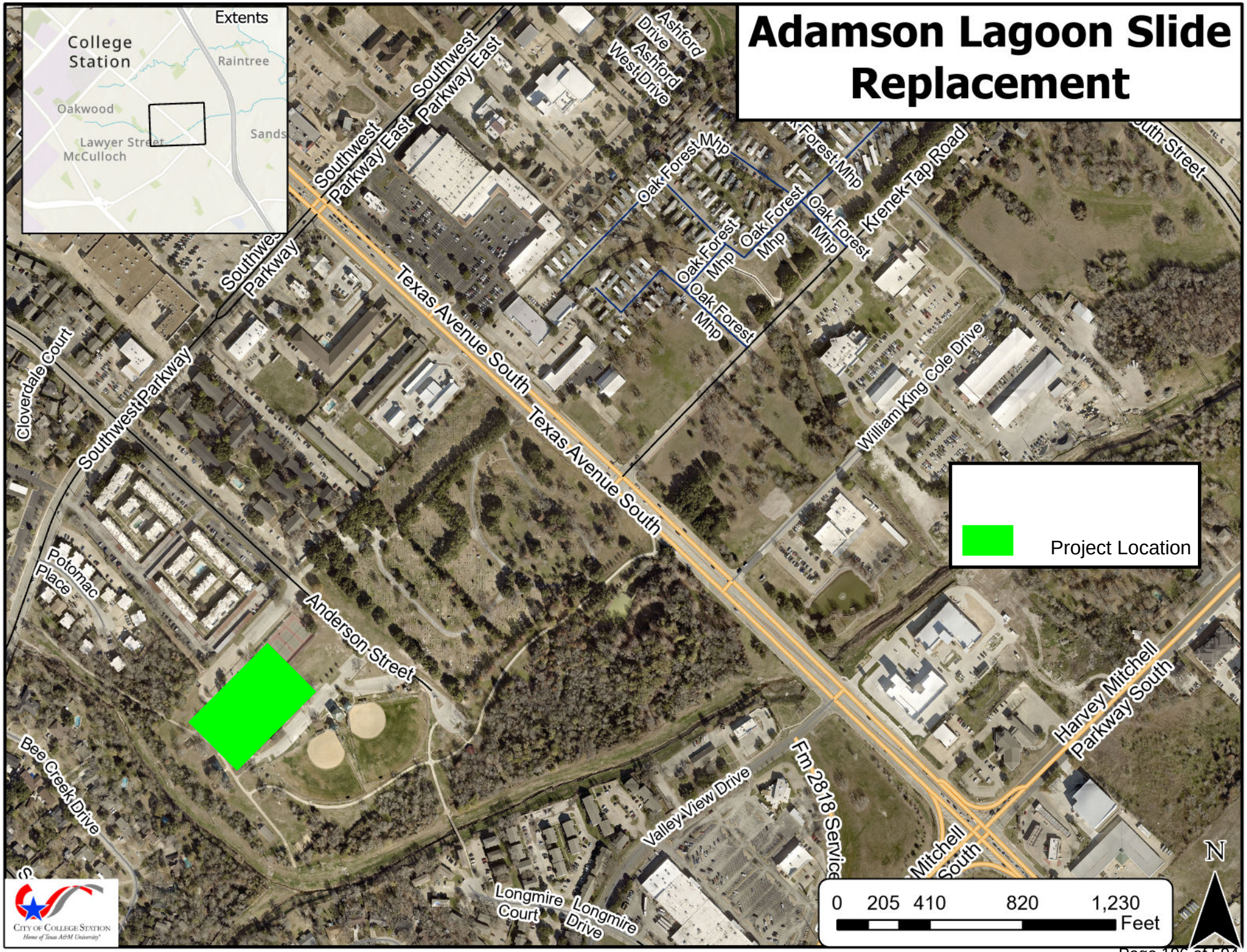
Recommendation(s): Staff recommends approval.

Summary: This project includes the design for the demolition and upgrade of the existing two (2) water slides at Adamson Lagoon. The design scope of work includes plans for the demolition of the existing slides, superstructure, pump house and all equipment, including electrical, removal of existing rock under the slides, and a pedestrian bridge. This project will design will include plans for three (3) new slides, a new superstructure and support piers, a new pump house, pumps, new upgraded power and electrical design, and other related improvements for the new improved slide system.

Dudley Engineering performed a structural condition assessment of the existing slides in 2025. The recommendation from the assessment was to replace the slides and structure.

Budget & Financial Summary: A budget of $225,000 is available for this project in Parkland Zone 1. Nothing has been encumbered or spent, leaving a balance of $225,000 for this design contract and related expenses. Additional funds needed for construction are also available in Parkland Zone 1. A proposed construction budget increase will be brought back to Council on FY26 Budget Amendment #3.

Attachments:
1. Adamson Lagoon Slide - Location Map
2. Contract


Adamson Lagoon Slide Replacement
Extents
College Station
Raintree
Oakwood
Lawyer Street
McCulloch
Sands
Project Location
Texas Avenue South
Southwest Parkway
Southwest Parkway East
Ashford Drive
Ashford West Drive
Oak Forest Mhp
Krenek Tap Road
Cloverdale Court
Potomac Place
Anderson Street
William King Cole Drive
Harvey Mitchell Parkway South
Bee Creek Drive
Valley View Drive
Fm 2818 Service
Mitchell South
Longmire Court
Longmire Drive
0 205 410 820 1,230
Feet
N
City of College Station
Home of Texas A&M University

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 26300757 PROJECT#: PK2608 BID#: _____ RFP#: _____

Project Name / Contract Description: Adamson Lagoon Slide Replacement
Design and Construction Phased Services for Slide Replacement

Name of Contractor: Dudley Engineering

CONTRACT TOTAL VALUE: $ 153,708

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)

A budget of $225,000 is available for this project in Parkland Zone 1. Nothing has been encumbered or spent, leaving a balance of $225,000 for this design contract and related expenses.

Additions funds needed for construction are also available in Parkland Zone 1. A proposed construction budget increase will be brought to council on FY26 Budget amendment 3.

CRC Approval Date*: 8/17/26 *(If required)** **Council Approval Date*:** 08/27/2026 **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 **Form 1295:** N/A

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain — 8/18/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

Derra Purnell — 8/18/2026
LEGAL DEPARTMENT — DATE

[signature] — 8/18/2026
ASST CITY MGR – CFO — DATE

APPROVED & EXECUTED

_____ — _____
CITY MANAGER — DATE

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

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

__Original(s) sent to CSO on _____ Scanned into Laserfiche on _____ ____Original(s) sent to Fiscal on _____

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

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

ARTICLE I
SCOPE OF SERVICES

1.01 In consideration of the compensation stated in paragraph 2.01 below, the Consultant agrees to provide the City with the professional services as described in **Exhibit "A"**, the Scope of Services, which is incorporated herein by reference for all purposes, and which services may be more generally described as follows (the "Project"):
Adamson Lagoon Water Slide Replacement.

ARTICLE II
PAYMENT

2.01 In consideration of the Consultant's provision of the professional services in compliance with all terms and conditions of this Contract, the City shall pay the Consultant according to the terms set forth in **Exhibit "B".** Except in the event of a duly authorized change order, approved by the City as provided in this Contract, the total cost of all professional services provided under this Contract may not exceed One Hundred Fifty-Three Thousand Seven Hundred Eight and NO/100 Dollars ($153,708.00).

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

ARTICLE III
TIME OF PERFORMANCE AND CONSTRUCTION COST

3.01 The Consultant shall perform all professional services necessary for the complete design and construction documentation of the Project within the times set forth below and in Section 3.02. Consultant expressly agrees that such times are as expeditious as is prudent considering the ordinary professional skill and care of a competent engineer or architect. Furthermore, the Consultant shall perform with the professional skill and care ordinarily provided by competent engineers or architects practicing in the same or similar locality and under the same or similar circumstances and professional license.

(a) Conceptual Design: _10____ **calendar days** after the authorization to commence planning.

(b) Preliminary Design: ___60__ **calendar days** after authorization to commence PPD.

(c) Final Design: __28___ **calendar days** after authorization to commence final design.

3.02 All design work and other professional services provided under this Contract must be completed by the following date(s):
In addition to Section 3.01 above, Consultant and City agree that the following terms shall have the meanings provided and be completed by the project milestone dates shown, unless City is notified in writing by Consultant of a delay beyond Consultant's control prior to the applicable deadline:

CONTRACT TERM	CORRESPONDING PROJECT MILESTONE	MILESTONE DEADLINE
Conceptual Design	Kick-off meeting with City for slide configuration	9/11/2026
Preliminary Design	Slide configuration released for procurement	10/30/2026
Final Design	Completion of final construction documents	11/27/2026
completion of Contract services	Scope of Services, including construction phase services to coordinate substantial completion and final completion	6/31/2028

The milestone dates established herein are contingent upon timely receipt of information, decisions, approvals, and third party design and coordination information reasonably required for Consultant and its subconsultants to perform the Services, including, without limitation, information and delegated design services to be provided by Landmark Aquatic, the slide manufacturer, and their respective consultants and design professionals, including slide configuration and geometry, structural loads and reactions, foundation and anchorage criteria, delegated structural design information, pump and hydraulic criteria, electrical equipment data, and other required design interfaces. If achievement of a milestone is delayed or materially affected by Landmark Aquatic, the slide manufacturer, the applicable milestone and Contract Time shall be equitably extended upon written notification to the City by Consultant for the resulting impact on the Services, including reasonable impacts to sequencing and coordination. Liquidated damages shall apply only to delays attributable to Consultant and shall not apply to such excusable delays.

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

(a) **Liquidated Damages.**

(1) The time for the completion of all Work described in this Agreement are reasonable times for the completion of each task by the agreed upon days or dates, taking into consideration all conditions, including but not limited to the usual industry conditions prevailing in this locality. The amount of liquidated damages for the Consultant's failure to meet contractual deadlines specifically set forth in the Consultant's scope of services and schedule are fixed and agreed on by the Consultant because of the impracticability and extreme difficulty in fixing and ascertaining the actual damages that the City would in such an event sustain. The amounts to be charged are agreed to be damages the City would sustain and shall be deducted by the City from current amounts owed to Consultant for payment or from final payment.

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

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

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

3.06 Consultant shall be responsible for the coordination of its services with those of its subconsultants, the City, and the City's consultants, including the coordination of all drawings and design documents relating to Consultant's design and used on the Project, regardless of whether such drawings and documents are prepared by Consultant. Consultant shall be responsible for the completeness and accuracy of all drawings and specifications submitted by or through Consultant and for its compliance with all applicable codes, ordinances, regulations, laws and statutes. Upon receipt from the City, the Consultant shall review the services and information furnished by the City and the City's consultants for accuracy and completeness. The Consultant shall provide prompt written notice to the City if the Consultant becomes aware of any error, omission or inconsistency in such services or information. Once notice has been provided to the City, the Consultant shall not proceed without written instruction from the City to do so.

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

3.08 The construction budget for this Project, which is established as a condition of this Contract is **$**2,165,000.00. This construction budget shall not be exceeded unless the amount is changed in writing by the City.

ARTICLE IV
CONCEPTUAL DESIGN

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

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

4.03 The Consultant shall prepare a Conceptual Design that shall include schematic layouts, surveys, sketches and exhibits demonstrating the considerations involved in the Project. The Consultant shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the City's Program, the Project Schedule

and budget. The Consultant shall reach an understanding with the City regarding the requirements of the Project. The Conceptual Design shall contemplate compliance with all applicable laws, statutes, ordinances, codes and regulations. Upon the City's request, the Consultant shall meet with City staff and the City Council to make a presentation of its report.

ARTICLE V
PRELIMINARY DESIGN

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

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

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

ARTICLE VI
FINAL DESIGN

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

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

6.03 The Consultant shall prepare and separately seal the special provisions, the technical specifications, and bid proposal form(s) in conformance with the City's *current* pre-approved, "Standard Form of Construction Agreement" for the construction contract between the City and the construction contractor. The Consultant hereby agrees that no changes, modifications, supplementations, alterations, or deletions will be made to the City's standard form without the prior written approval of the City.

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

ARTICLE VII
BID PREPARATIONS & EVALUATION

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

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

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

ARTICLE VIII
CONSTRUCTION

8.01 The Consultant shall be a representative of, and shall advise and consult with, the City (1) during construction, and (2) at the City's direction from time to time during the correction, or warranty, period described in the construction contract. The Consultant shall have authority to act

on behalf of the City only to the extent provided in this Contract unless modified by written instrument.

8.02 The Consultant shall make visits to the site, to inspect the progress and quality of the executed work of the construction contractor and its subcontractors and to determine if such work is proceeding in accordance with the contract documents. The minimum number of site visits and their frequency shall be established by the City and Consultant prior to commencement of construction. Consultant shall periodically review the as-built drawings for accuracy and completeness and shall report its findings to the City.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IX
CHANGE ORDERS, DOCUMENTS & MATERIALS

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

9.02 When the original contract amount plus all change orders is $100,000 or less, the City Manager or his delegate may approve the written change order provided the change order does not increase the total amount set forth in the contract to more than $100,000. For such contracts, when a change order results in a total contract amount that exceeds $100,000, the City Council must approve such change order prior to commencement of the services.

9.03 When the original contract amount plus all change orders is equal to or greater than $100,000, the City Manager or his delegate may approve the written change order provided the change order does not exceed $50,000 and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds $50,000 or when the sum of all change orders exceeds 25% of the original contract, the City Council must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding $50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council.

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

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

ARTICLE X
WARRANTY, INDEMNIFICATION & RELEASE

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

City for any defect or error in the aforesaid documents prepared by the Consultant, its employees, associates, agents, or subcontractors.

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

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

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

10.05 Indemnity.

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

WHICH ANY OR ALL INDEMNITEES OR OTHER THIRD PARTIES ARE LIABLE.

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

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

(d) It is mutually understood and agreed that the indemnification provided for in this section 10.05 shall indefinitely survive any expiration, completion or termination of this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

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

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

ARTICLE XI
INSURANCE

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

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

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

(a) Commercial General Liability.

(b) Business Automobile Liability.

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

(d) Professional Liability.

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

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

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

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

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

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

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

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

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

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

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

(d) The coverage shall not exclude premises/operations; independent contracts, products/completed operations, contractual liability (insuring the indemnity provided herein), and where exposures exist, Explosion Collapse and Underground coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

i. Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) Retroactive date must be shown on certificate.

ARTICLE XII
USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

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

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

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

12.04 The documents prepared by Consultant may be used as a prototype for other facilities by the City. The City may elect to use the Consultant to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype. If so, the Consultant is obligated to perform the work for an additional compensation that will fairly compensate the Consultant and its sub-consultants only for the additional work involved. It is reasonable to expect that the fair additional compensation will be significantly less than the fee provided for under this Contract. If the City elects to employ a different architect or engineer to perform the site adaptation and other architectural or engineering services involved in reuse of the prototype, that architect or engineer will be entitled to use Consultant's sub-consultants on the same basis that Consultant

would have been entitled to use them for the work on the reuse of the prototype, and such architect or engineer will be entitled, to the extent allowed by law, to duplicate the design and review and refer to the construction documents, approved shop drawings and calculations, and change order drawings in performing its work. The Consultant will not be responsible for errors and omissions of a subsequent architect or engineer. The Consultant shall commit its subconsultants to the terms of this subparagraph. The provisions of this section shall survive termination of this Contract.

12.05 In the event of termination of this Contract for any reason, the City shall receive all Work Product and original documents prepared to the date of termination and shall have the right to use those documents and any reproductions in any way necessary to complete the Project.

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

ARTICLE XIII
TERMINATION

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

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

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

ARTICLE XIV
MISCELLANEOUS TERMS

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

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

14.03 Fraud Reporting. To reduce the risk of fraud and to protect the Contractor's financial information from fraud, the Contractor must report to the City in writing at

VendorInvoiceEntry@cstx.gov if the Contractor reasonably suspects or knows if any of their financial information has been subject to fraudulent activity or suspected fraudulent activity.

City of College Station	Dudley Engineering, LLC
Attn: Casey Rhodes	Attn: Drew Dudley, PD, SE
PO BOX 9960	40 Pamela Lane
1101 Texas Ave	College Station, TX 77845
College Station, TX 77842	_ddudley@dudleyeng.com
crhodes@cstx.gov	

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

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

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

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

14.07 Prioritization. Contractor and City agree that City is a political subdivision of the State of Texas and is thus subject to certain laws. Because of this there may be documents or portions thereof

added by Contractor to this Contract as exhibits that conflict with such laws, or that conflict with the terms and conditions herein excluding the additions by Contractor. In either case, the applicable law or the applicable provision of this Contract excluding such conflicting addition by Contractor shall prevail. The parties understand this section comprises part of this Contract without necessity of additional consideration.

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

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

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

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

14.12 Verification No Boycott of Israel. To the extent this Contract is considered a contract for goods or services subject to §2270.002 Texas Government Code, Consultant verifies that it (i) does not boycott Israel and (ii) will not boycott Israel during the term of this Contract.

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

14.14 Verification No Boycott of Energy Companies. Subject to § 2274.002 Texas Government Code Consultant herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

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

List of Exhibits

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

DUDLEY ENGINEERING, LLC.

By: Drew Dudley

Printed Name: Drew Dudley

Title: Principal

Date: 8/18/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

Derra Purnell
City Attorney
Date: 8/18/2026

_____
Assistant City Manager/CFO
Date: 8/18/2026

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
PAYMENT TERMS

Compensation is based on ***actual*** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of $0.00 per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for ***actual,*** non-salary expenses at the rate of None percent ***(***0***%)*** above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract:
($153,708.00).

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

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

Proposal for Professional Services for Adamson Lagoon Water Slide Replacement

Attention: Casey Rhoads| City of College Station

Project: Adamson Lagoon Water Slide Replacement

Location: 1900 Anderson Street, College Station, Texas

Issue Date: August 8, 2026

Project Understanding

The City of College Station intends to replace the existing water slide system at Adamson Lagoon with a new three slide system. The Project generally includes demolition of the existing slides, tower, stairs, pedestrian bridge, pump system and related improvements; construction of a new slide tower, stairs and slide system; new pump equipment and associated piping; new electrical service and distribution; site grading, drainage, pedestrian flatwork and restoration; and related improvements necessary to provide a complete operational system.

Landmark Aquatic is anticipated to provide the new slide system and related construction as a turnkey construction package through the City's applicable BuyBoard procurement vehicle. Landmark Aquatic will also provide design assist services during the design phase and sealed delegated engineering for the slide system within its assigned scope.

DUDLEY will serve as the City's prime design professional and will coordinate the overall design team, Landmark Aquatic and the City.

Landmark Aquatic is anticipated to participate during the design phase through a separate zero dollar Design Assist Agreement with DUDLEY. A proposed Design Assist Agreement has been prepared and is being provided to the City for review. **DUDLEY will not execute the Design Assist Agreement until the City confirms that the proposed arrangement is acceptable in connection with the City's anticipated procurement of Landmark Aquatic for construction through BuyBoard.**

Scope of Services

Task 1. Prime Consultant and Project Coordination

DUDLEY will serve as the prime design professional and primary design coordination point for the Project.

Services will include:

1. Coordinate the overall professional design team, including Mitchell & Morgan, Kerr Surveying, Cleary Zimmermann, DUDLEY Geotechnical, TriStar and Landmark Aquatic's design assist team.
2. Coordinate communication between the City, the design consultants and Landmark Aquatic.

3. Facilitate design coordination meetings and City review meetings reasonably required to advance the Project.
4. Prepare and distribute meeting notes documenting decisions, action items, responsible parties and unresolved issues.
5. Maintain and coordinate the design milestone schedule and consultant deliverables.
6. Coordinate Landmark Aquatic's slide layouts, tower and stair configuration, foundation locations, pump system requirements, piping information, electrical requirements and other design criteria with the applicable design consultants.
7. Coordinate interdisciplinary review of the civil, electrical, geotechnical, survey, accessibility and delegated structural design interfaces.
8. Coordinate preparation of the overall construction document package.
9. Coordinate normal City review comments and consultant responses.
10. Assist the City in maintaining alignment between the design scope, Landmark Aquatic construction scope and the preliminary Project budget.

Task 2. Structural Performance Criteria and Delegated Design Coordination

DUDLEY will establish structural performance criteria and coordinate the structural interfaces associated with Landmark Aquatic's delegated design.

Services will include:

1. Establish applicable structural codes, loading criteria and general performance requirements for the delegated structural design.
2. Coordinate Landmark Aquatic's proposed tower, stairs, platforms, supports, anchorage and foundation locations with the civil, survey and geotechnical information.
3. Review preliminary delegated design information for coordination with the overall Project design.
4. Review final sealed delegated structural drawings prepared by Landmark Aquatic's Specialty Structural Engineer for general conformance with the Project performance criteria and coordinated design intent.
5. Coordinate identified structural interface issues with Landmark Aquatic and the other Project consultants.

Landmark Aquatic and its Specialty Structural Engineer will remain responsible for the final engineering, completeness, accuracy, code compliance and constructability of the delegated slide structural system, including the tower, stairs, platforms, supports, connections, anchors and associated foundations. DUDLEY's review will be for general conformance and coordination and will not constitute an independent design or verification of Landmark Aquatic's delegated structural design.

Task 3. Civil Engineering, Surveying and Accessibility

Mitchell & Morgan will provide civil engineering services, with surveying and accessibility services incorporated within its scope.

The anticipated services include:

1. Existing conditions and topographic survey through Kerr Surveying.

2. Identification of visible existing foundations, concrete improvements, utilities, drainage features, pavement, fencing and other relevant site improvements.
3. Civil demolition plans.
4. Site grading and drainage design.
5. Pedestrian flatwork and sidewalk design.
6. Coordination of the approximately 6 to 8 foot wide pedestrian connection to the new stair tower.
7. Evaluation and design of the proposed drainage discharge toward the rear pavement.
8. Evaluation of a concrete drainage flume or similar improvement if required.
9. Site restoration and fencing coordination.
10. TAS plan review and final inspection.
11. Civil construction phase services as defined in the Mitchell & Morgan proposal.

The final civil scope will be coordinated with the City's direction and Landmark Aquatic's final layout.

Task 4. Electrical Engineering

Cleary Zimmermann will provide electrical engineering services for the electrical infrastructure required to serve the new slide system.

Services generally include:

1. Verification and coordination of the existing electrical service.
2. Electrical load analysis.
3. Design of the electrical service, feeder, and distribution improvements required to serve Landmark Aquatic's equipment from the existing 120/208V three phase utility service.
4. Power distribution to pumps, VFDs, sump pump, lighting, receptacles and related equipment.
5. Electrical demolition plans.
6. Coordination of disconnects, panels, conduit, conductors and other required electrical equipment.
7. Construction phase submittal and RFI support.
8. Site observations included within Cleary Zimmermann's proposal.

Final electrical requirements will be coordinated with Landmark Aquatic's equipment criteria.

Task 5. Geotechnical Engineering

DUDLEY Geotechnical will provide the geotechnical investigation and recommendations required for the Project.

Services generally include:

1. One approximately 20 foot deep boring outside the pool enclosure.
2. Two approximately 10 foot deep shallow borings within the Project area.
3. Laboratory evaluation of recovered soils.

4. Foundation recommendations and design parameters for the slide structure, pump area and associated improvements.
5. Earthwork and flatwork recommendations.
6. Retaining wall recommendations if required by the final grading.
7. Preparation of a sealed geotechnical engineering report.

The previously issued $7,000 DUDLEY Geotechnical proposal is incorporated into this overall professional services proposal. If that proposal is separately authorized by the City, the corresponding fee will be credited against the total authorization to avoid duplication.

Task 6. Permit and Regulatory Coordination

DUDLEY will coordinate the permit and regulatory review process applicable to the Project.

Services will include:

1. Identify applicable City permit and plan review requirements.
2. Assemble and submit the coordinated design documents required for permit review.
3. Coordinate normal permit review comments with the applicable design consultant.
4. Coordinate resubmittals through normal permit approval.
5. Coordinate TAS review and inspection through Mitchell & Morgan's accessibility consultant.
6. Coordinate documentation required for the City's anticipated BuyBoard procurement of Landmark Aquatic.

Governmental permit, filing, registration and review fees are not included in the professional services fee. If DUDLEY advances such fees on behalf of the City, the costs will be invoiced as reimbursable expenses in accordance with the City's authorization and contract requirements.

Task 7. Construction Administration and Prime Consultant Coordination

DUDLEY will provide construction administration services on an hourly basis subject to the HNTE amount identified below.

Services will include:

1. Participate in the preconstruction conference.
2. Establish construction administration procedures with the City and contractor.
3. Confirm that the contractor prepares and maintains a baseline construction schedule.
4. Confirm that the contractor prepares a submittal schedule coordinated with the construction schedule and long lead procurement requirements.
5. Review contractor schedule updates for general coordination with design team activities and advise the City of known material schedule concerns.
6. Facilitate periodic Owner, Contractor and design team coordination meetings.
7. Prepare and distribute construction meeting notes.
8. Receive, log, route and coordinate review of shop drawings and other submittals by the responsible design professional.
9. Receive, log, route and coordinate responses to RFIs.
10. Coordinate design clarifications and supplemental information.

11. Coordinate review of substitutions and proposed material changes.
12. Review proposed changes and change requests and coordinate technical input from the appropriate consultant.
13. Review contractor applications for payment and provide recommendations to the City when requested.
14. Coordinate periodic site observations by the applicable design consultants.
15. Review and coordinate construction materials testing and special inspection reports.
16. Coordinate resolution of reported nonconforming construction.
17. Coordinate review of Landmark Aquatic's delegated structural and equipment submittals.
18. Conduct or coordinate substantial completion observations and punch list preparation.
19. Coordinate final completion review.
20. Coordinate contractor furnished record information and closeout documentation.
21. Coordinate equipment testing, startup and applicable final inspections.
22. Coordinate the final TAS inspection.
23. Participate in one Project warranty period site observation if required by the City's final agreement.

DUDLEY's construction administration services do not include continuous inspection of the Work and do not make DUDLEY responsible for construction means, methods, techniques, sequences, procedures, construction site safety, contractor personnel or the contractor's compliance with its construction schedule.

DUDLEY's review of the contractor's schedules is for purposes of administering the professional services, coordinating consultant activities and advising the City of known material deviations.

Task 8. Construction Materials Testing and Special Inspections

DUDLEY anticipates retaining Tri Star Geotechnical Services LLC dba Tri Star Drilling & Testing to provide construction materials testing and special inspection services for the Project. Based on the currently anticipated construction scope, DUDLEY has established a preliminary CMT and Special Inspection Allowance of $22,800. This allowance includes a 20 percent contingency for potential retesting, additional observations, schedule changes, cancellations, and other presently undefined construction conditions. The final scope and fee will be refined following completion of the construction documents and Landmark Aquatic's delegated design.

Based on currently available information, the preliminary scope anticipates testing and observations associated with:

1. Structural foundation construction.
2. Concrete placement.
3. Earthwork and select fill.
4. Pump area construction.
5. Structural steel.
6. Flatwork.

The current estimated testing and inspection cost is $19,000. An additional 20 percent allowance is included for potential retesting, additional observations, schedule changes, cancellations and other presently undefined construction conditions.

The resulting preliminary TriStar allowance is **$22,800**.

This allowance should be reviewed and refined after completion of the construction documents and finalization of Landmark Aquatic's foundation design.

Deliverables

DUDLEY and the Project consultants will provide, as applicable:

1. Existing conditions and topographic survey.
2. Geotechnical engineering report.
3. Civil construction drawings and details.
4. Electrical construction drawings and specifications.
5. Structural performance criteria and coordination information.
6. TAS review and inspection documentation.
7. Coordinated sealed construction document package.
8. Permit and review submissions.
9. Construction administration documentation.
10. Construction materials testing and special inspection reports.

Compensation

A. DUDLEY Direct Professional Services

Service	Fee
DUDLEY Prime Consultant, Design Coordination, Structural Performance Criteria and Permit Coordination	**$35,000.00 Lump Sum Design Fee**
DUDLEY Geotechnical Engineering	**$7,000.00**
DUDLEY Construction Administration and Prime Consultant Coordination	**$25,000.00 HNTE**
DUDLEY Direct Services Subtotal	**$67,000.00**

The $25,000 Construction Administration amount is an hourly HNTE estimate rather than a lump sum fee. The estimate assumes a normal and reasonably continuous construction schedule, reasonable contractor performance and a typical volume of meetings, submittals, RFIs, change requests and site observations.

If additional effort becomes necessary because of construction schedule extensions, contractor performance, repeated or excessive submittals or RFIs, redesign, additional construction phases, remobilization or other factors outside DUDLEY's control, DUDLEY will notify the City before exceeding the authorized HNTE amount.

B. Subconsultant Services

Subconsultant Proposal Basis: The subconsultant fees identified above are based upon the current proposals received from the respective subconsultants. Copies of the subconsultant proposals are being provided to the City for reference and fee and scope substantiation only. **The individual subconsultant proposals, agreements, terms, conditions, limitations, indemnification provisions, and other contractual provisions are not incorporated into DUDLEY's agreement with the City.** DUDLEY will contract separately with each subconsultant and will flow down the applicable requirements of DUDLEY's prime agreement with the City.

Subconsultant	Fee
Mitchell & Morgan, Civil, Survey, TAS and Civil Construction Phase Services	$27,240.00
Cleary Zimmermann, Electrical Engineering	$28,785.00
TriStar Preliminary CMT and Special Inspection Allowance	$22,800.00
Subconsultant Services Subtotal	**$78,825.00**

C. Subconsultant Administration Fee

DUDLEY will assess a **10 percent Subconsultant Administration Fee** on professional and technical services performed by outside subconsultants retained through DUDLEY.

The administration fee compensates DUDLEY for subconsultant contracting and administration, contractual flow down requirements, insurance and compliance administration, interdisciplinary coordination, invoice review and administration, scheduling, prime consultant responsibility and associated contractual risk.

Item	Fee
Authorized Subconsultant Services	$78,825.00
Subconsultant Administration Fee, 10%	**$7,883**

If authorized subconsultant services are subsequently increased or decreased by written authorization, the Subconsultant Administration Fee will be adjusted accordingly.

Total Professional Services Authorization

Category	Amount
DUDLEY Direct Professional Services	$67,000.00
Outside Subconsultant Services	$78,825.00
10% Subconsultant Administration Fee	$7,883
Total Professional Services Authorization	**$153,707.50**

Total Professional Services NTE: $153,708.00

Preliminary Construction Budget

Based upon Landmark Aquatic's current construction estimate and the present level of design development, DUDLEY recommends the following preliminary construction budget for City planning purposes:

Construction Budget Item	Amount
Landmark Aquatic Base Construction Estimate	$1,980,000
Electrical Construction Allowance	$35,000
Civil Allowance for Flatwork and Related Site Work	$50,000
Owner's Contingency	$100,000
Recommended Preliminary Construction Budget	**$2,165,000**

Landmark Aquatic currently identifies the $50,000 amount as an Owner's Contingency. Because Landmark has described that amount as being intended for flatwork, grading, planting and related site improvements, DUDLEY recommends that the amount instead be identified as a **Civil Allowance for Flatwork and Related Site Work**.

A separate **$100,000 Owner's Contingency** is recommended for presently unresolved construction conditions, scope refinement and other Project uncertainties.

The preliminary construction budget is provided for planning purposes and is not a guarantee of construction cost. The budget will be refined as the survey, geotechnical investigation, civil design, electrical design and Landmark Aquatic delegated design are advanced.

Current Overall Project Planning Budget

Category	Amount
Recommended Preliminary Construction Budget	$2,165,000
Professional Services Authorization	$153,708
Current Identified Project Cost	**$2,318,708**

For capital planning purposes, **DUDLEY recommends that the City currently carry an overall Project planning budget of approximately $2,350,000**, exclusive of material Owner initiated scope changes or other major presently unidentified work.

Preliminary Construction Budget Basis: The Recommended Preliminary Construction Budget is based upon the current level of Project development and the assumptions, allowances, qualifications, and outstanding scope clarifications identified in the attached **Preliminary Construction Budget Basis, Assumptions, and Outstanding Clarifications**, which is incorporated herein as it relates to the basis of the preliminary construction budget. The preliminary construction budget is provided for planning purposes only and is not a guarantee of construction cost.

Supporting Documents and Order of Precedence

The following documents may be provided with this proposal to assist the City in reviewing the basis of DUDLEY's scope, compensation, and preliminary Project budget:

1. Preliminary Construction Budget Basis, Assumptions, and Outstanding Clarifications.
2. Landmark Aquatic revised preliminary construction proposal dated August 7, 2026.
3. Proposed DUDLEY/Landmark Aquatic Design Assist Agreement.
4. Mitchell & Morgan proposal.
5. Cleary Zimmermann proposal.
6. DUDLEY Geotechnical proposal.
7. Tri Star Geotechnical Services LLC dba Tri Star Drilling & Testing preliminary construction materials testing and special inspection estimate.

Except for the Preliminary Construction Budget Basis, Assumptions, and Outstanding Clarifications as expressly referenced herein, the supporting documents listed above are provided for review and informational purposes only and are not incorporated into DUDLEY's professional services agreement with the City. In the event of a conflict, DUDLEY's executed agreement with the City and DUDLEY's Scope of Services and Compensation shall control.

Assumptions and Qualifications

1. Landmark Aquatic will provide design assist information in a timely manner sufficient for DUDLEY and its consultants to complete the coordinated design.
2. Landmark Aquatic and its Specialty Structural Engineer will provide sealed delegated engineering for the complete slide structural system within Landmark Aquatic's assigned scope.
3. The City intends to contract directly with Landmark Aquatic for construction through the applicable BuyBoard procurement vehicle. DUDLEY's professional services fee does not include Landmark Aquatic's construction cost.
4. Conventional competitive bidding services are not included. DUDLEY will provide reasonable coordination assistance associated with the City's anticipated BuyBoard procurement.
5. The civil design will be based upon the City's current direction to lower the raised bull rock area, provide a pedestrian connection generally 6 to 8 feet wide and direct drainage toward the rear pavement where practicable.
6. Final drainage improvements, flatwork limits, fencing and restoration requirements will be established during design.
7. Landmark Aquatic's current construction estimate assumes a conventional spread footing foundation system. Final foundation requirements will be established by Landmark Aquatic's Specialty Structural Engineer using the Project specific geotechnical information.
8. The Construction Administration HNTE estimate is dependent upon contractor performance, construction duration, construction schedule, number of meetings, number and quality of submittals and RFIs, change activity and other factors outside DUDLEY's control.
9. Services resulting from material Owner initiated scope changes, major redesign after approval of a design milestone, unforeseen existing conditions requiring substantial redesign, construction

schedule extensions or services outside the scope identified herein will be Additional Services and will require prior City authorization.

10. Permit, registration and governmental review fees are not included in the professional services fee and will be treated as reimbursable expenses if advanced by DUDLEY.

Prepared by:

Drew Dudley, PE, SE
Principal
Dudley Engineering, LLC dba DUDLEY

Attachment A to DUDLEY Proposal:

Preliminary Construction Budget Basis, Assumptions, and Outstanding Clarifications

Project: Adamson Lagoon Water Slide Replacement
Owner: City of College Station
Prime Design Professional: DUDLEY

1. Purpose

This Attachment summarizes the basis of the preliminary construction budget included in DUDLEY's Professional Services Proposal and identifies the principal assumptions, allowances, and outstanding scope items that remain to be resolved as the Project design progresses.

The preliminary construction budget has been developed from Landmark Aquatic's revised construction proposal dated August 7, 2026, subsequent coordination among the City, DUDLEY, Landmark Aquatic, and the Project consultants, and the current level of Project development.

The budget is intended to provide the City with a reasonable and appropriately conservative amount for planning and authorization purposes while the final construction scope is developed.

This Attachment does not modify or incorporate the contractual terms and conditions of Landmark Aquatic's proposal into DUDLEY's agreement with the City.

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2. Recommended Preliminary Construction Budget

Landmark Aquatic's current proposal identifies a base construction estimate of $1,980,000, an electrical allowance of $35,000, and a $50,000 amount identified by Landmark Aquatic as an Owner's Contingency. Landmark describes the $50,000 amount as being intended for additional flatwork, grading, planting, and other site related work that has not yet been fully defined.

For City planning purposes, DUDLEY recommends the following budget structure:

Construction Budget Item	Amount
Landmark Aquatic Base Construction Estimate	$1,980,000
Electrical Construction Allowance	$35,000
Civil Allowance for Flatwork and Related Site Work	$50,000
Owner's Contingency	$100,000
Recommended Preliminary Construction Budget	**$2,165,000**

Civil Allowance for Flatwork and Related Site Work

DUDLEY recommends reclassifying Landmark Aquatic's $50,000 Owner's Contingency as a **Civil Allowance for Flatwork and Related Site Work** because the identified purpose of the allowance is primarily associated with civil construction that remains to be defined through the design process.

The allowance is anticipated to address portions of the final flatwork, grading, site restoration, planting or turf restoration, drainage related improvements, and other associated civil work not presently defined by final quantities.

The final work to be funded from this allowance will be coordinated with the civil construction documents prepared by Mitchell & Morgan.

Owner's Contingency

DUDLEY recommends that the City carry a separate **$100,000 Owner's Contingency** for presently unknown or unresolved construction conditions, scope development, and other Project uncertainties.

The Owner's Contingency is not currently assigned to any specific contractor scope and should remain available to address Project conditions that cannot reasonably be quantified at the current level of design.

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3. Basis and Current Project Assumptions

The recommended preliminary construction budget is based upon the following current assumptions.

3.1 Landmark Aquatic Turnkey Construction Scope

Landmark Aquatic's $1,980,000 base construction estimate is assumed to include the slide related construction expressly identified in Landmark's August 7, 2026 proposal. The outstanding clarifications identified in Section 4 of this Attachment represent construction scope items that have not yet been fully confirmed and will be reconciled as the design progresses.

Final construction responsibilities will be reconciled with the completed design documents before construction authorization.

3.2 Delegated Structural Design

Landmark Aquatic and its Specialty Structural Engineer are anticipated to provide sealed engineering for the slide system within Landmark Aquatic's scope, including the slide tower, stairs, platforms, supports, connections, anchorage, and associated foundations.

DUDLEY will establish applicable structural performance criteria and coordinate and review the delegated structural design for general conformance with the Project design criteria. Landmark Aquatic and its Specialty Structural Engineer will remain responsible for the final delegated structural design.

This division of responsibility is consistent with the current Project coordination direction.

3.3 Foundation Pricing

Landmark Aquatic's current construction pricing assumes the manufacturer's typical spread footing foundation system. Landmark has indicated that construction pricing may change if the Project specific geotechnical recommendations or final delegated structural design require drilled shafts or another materially different foundation system.

Final foundation construction requirements will be established following completion of the Project specific geotechnical investigation and Landmark Aquatic's delegated structural design.

3.4 Civil Design

The preliminary construction budget assumes the current Project direction to:

1. Remove the existing bull rock.
2. Lower and generally regrade the raised area surrounding the existing slide tower.
3. Provide a pedestrian connection to the new slide stair tower generally consistent with the City's requested 6 to 8 foot width.
4. Restore affected site areas with appropriate flatwork, turf, or other improvements established through the final civil design.
5. Direct surface drainage away from the pool and toward the rear pavement where practicable.

Mitchell & Morgan will establish the final grading, flatwork, pedestrian circulation, drainage, and restoration requirements through the civil design.

3.5 Electrical Construction

The $35,000 electrical construction allowance is carried from Landmark Aquatic's current proposal.

Final electrical construction requirements will be based upon the design prepared by Cleary Zimmermann and coordinated with Landmark Aquatic's final equipment requirements.

3.6 Construction Procurement

The preliminary budget assumes that the City intends to contract directly with Landmark Aquatic for the applicable turnkey construction scope through an authorized BuyBoard procurement vehicle.

Final procurement responsibilities and the limits of work eligible for procurement through Landmark Aquatic remain subject to City confirmation.

3.7 Project Schedule

The Project team's current target is for the replacement slide system to be operational by **May 2027**. Timely design coordination, delegated design, equipment release, fabrication, construction, startup, and testing will be required to maintain this target.

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4. Outstanding Landmark Aquatic Clarifications

The following items remain to be reconciled with Landmark Aquatic as the design progresses. These items are identified so that the City can proceed with the current professional services authorization and preliminary planning budget without implying that every element of the construction scope has been finalized.

4.1 Electrical Construction Allowance

Landmark Aquatic's current $35,000 electrical allowance references a new buried electrical installation from the existing panel to the pump area.

Following its site investigation, Cleary Zimmermann recommended abandoning or demolishing the existing conduit and providing a completely new electrical service from the existing 120/208 volt utility transformer properly sized for the new pumps and auxiliary systems.

Required Clarification: Landmark Aquatic's electrical construction allowance shall be reconciled with the final Cleary Zimmermann electrical design, including the final point of origin, conduit routing, conductor requirements, panels, disconnects, VFD connections, controls, lighting, and other required electrical construction.

Any resulting increase or decrease in the electrical construction cost will be reflected in subsequent Project budget updates.

4.2 Existing Pedestrian Bridge Demolition

The Project scope anticipates removal of the existing pedestrian bridge and associated supports as part of the existing slide area demolition. Current Project meeting documentation identifies the existing bridge among the improvements anticipated to be demolished.

Required Clarification: Landmark Aquatic shall confirm that demolition and disposal of the existing pedestrian bridge, associated supports and piers, and required restoration of affected areas are included within its construction scope or clearly identify such work as excluded.

4.3 Civil Flatwork and Site Improvements

Final limits and quantities of new pedestrian flatwork, grading, turf or planting restoration, drainage improvements, and other site related construction have not yet been established.

Required Clarification: The final construction work to be carried within the $50,000 Civil Allowance for Flatwork and Related Site Work shall be reconciled with the completed Mitchell & Morgan civil design.

If the final identified civil scope materially exceeds the allowance, DUDLEY will advise the City and update the preliminary construction budget.

4.4 Drainage Improvements

Mitchell & Morgan is evaluating the final drainage approach and whether a concrete drainage flume, valley gutter, or similar improvement should be provided adjacent to the existing rear pavement.

The current Project direction is to evaluate this improvement based upon the final grading and drainage design.

Required Clarification: Final drainage improvements and associated construction pricing shall be established following development of the civil design.

4.5 Fencing

Final limits of temporary fence removal, reinstallation, and potential replacement have not been established.

Landmark Aquatic's current proposal identifies replacement of fencing as an exclusion.

Required Clarification: Landmark Aquatic shall identify temporary fence removal and reinstallation necessary for its construction operations and confirm whether any permanent replacement fencing is included or excluded from its final construction scope.

4.6 Foundation Construction Cost

Landmark Aquatic's current estimate is based upon its typical spread footing system.

Required Clarification: Final foundation construction pricing shall be reconciled following completion of the Project specific geotechnical investigation and Landmark Aquatic's final delegated structural design.

A materially different foundation system may result in a change to the preliminary construction budget.

4.7 Procurement, Fabrication, and Construction Schedule

The Project has a target operational date of May 2027, and the slide equipment has a significant design, fabrication, and procurement lead time.

Required Clarification: Landmark Aquatic shall provide a coordinated Project schedule identifying, at a minimum:

1. Required City authorization or release date.
2. Required design assist information and approval dates.
3. Delegated engineering duration.
4. Slide fabrication duration.
5. Anticipated equipment delivery.
6. Site construction duration.
7. Slide installation.
8. Equipment startup and testing.
9. Manufacturer testing or approval.
10. Final completion required to support the City's May 2027 operational target.

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5. Budget Status and Future Updates

The **$2,165,000 Recommended Preliminary Construction Budget** represents DUDLEY's current recommendation for City planning purposes based upon the information reasonably available at this stage of the Project.

The budget is not a guaranteed maximum price, bid, or representation that all final construction quantities, means, methods, or existing conditions have been established.

DUDLEY will continue to coordinate with the City, Landmark Aquatic, and the Project consultants and will advise the City of material changes to the anticipated construction cost as the following information becomes available:

1. Existing conditions and topographic survey.
2. Project specific geotechnical report.

3. Preliminary and final civil design.
4. Final electrical design.
5. Landmark Aquatic delegated structural design.
6. Final Landmark Aquatic construction scope and allowances.
7. Final identified demolition and restoration requirements.

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6. Supporting Documentation

Landmark Aquatic's revised construction proposal dated August 7, 2026 is being provided separately to the City as supporting documentation for the preliminary construction budget.

The Landmark Aquatic proposal is provided for **budgetary and informational reference only**. Its contractual terms, conditions, exclusions, limitations, and other provisions are not incorporated into DUDLEY's Professional Services Agreement with the City.

In the event of a conflict between this Attachment, DUDLEY's Professional Services Proposal, Landmark Aquatic's proposal, or other supporting documentation, **DUDLEY's executed agreement with the City and DUDLEY's Scope of Services and Compensation shall control with respect to DUDLEY's professional services.**

Attachment A to DUDLEY Proposal:

Preliminary Construction Budget Basis, Assumptions, and Outstanding Clarifications

Project: Adamson Lagoon Water Slide Replacement
Owner: City of College Station
Prime Design Professional: DUDLEY

1. Purpose

This Attachment summarizes the basis of the preliminary construction budget included in DUDLEY's Professional Services Proposal and identifies the principal assumptions, allowances, and outstanding scope items that remain to be resolved as the Project design progresses.

The preliminary construction budget has been developed from Landmark Aquatic's revised construction proposal dated August 7, 2026, subsequent coordination among the City, DUDLEY, Landmark Aquatic, and the Project consultants, and the current level of Project development.

The budget is intended to provide the City with a reasonable and appropriately conservative amount for planning and authorization purposes while the final construction scope is developed.

This Attachment does not modify or incorporate the contractual terms and conditions of Landmark Aquatic's proposal into DUDLEY's agreement with the City.

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2. Recommended Preliminary Construction Budget

Landmark Aquatic's current proposal identifies a base construction estimate of $1,980,000, an electrical allowance of $35,000, and a $50,000 amount identified by Landmark Aquatic as an Owner's Contingency. Landmark describes the $50,000 amount as being intended for additional flatwork, grading, planting, and other site related work that has not yet been fully defined.

For City planning purposes, DUDLEY recommends the following budget structure:

Construction Budget Item	Amount
Landmark Aquatic Base Construction Estimate	$1,980,000
Electrical Construction Allowance	$35,000
Civil Allowance for Flatwork and Related Site Work	$50,000
Owner's Contingency	$100,000
Recommended Preliminary Construction Budget	**$2,165,000**

Civil Allowance for Flatwork and Related Site Work

DUDLEY recommends reclassifying Landmark Aquatic's $50,000 Owner's Contingency as a **Civil Allowance for Flatwork and Related Site Work** because the identified purpose of the allowance is primarily associated with civil construction that remains to be defined through the design process.

The allowance is anticipated to address portions of the final flatwork, grading, site restoration, planting or turf restoration, drainage related improvements, and other associated civil work not presently defined by final quantities.

The final work to be funded from this allowance will be coordinated with the civil construction documents prepared by Mitchell & Morgan.

Owner's Contingency

DUDLEY recommends that the City carry a separate **$100,000 Owner's Contingency** for presently unknown or unresolved construction conditions, scope development, and other Project uncertainties.

The Owner's Contingency is not currently assigned to any specific contractor scope and should remain available to address Project conditions that cannot reasonably be quantified at the current level of design.

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3. Basis and Current Project Assumptions

The recommended preliminary construction budget is based upon the following current assumptions.

3.1 Landmark Aquatic Turnkey Construction Scope

Landmark Aquatic's $1,980,000 base construction estimate is assumed to include the slide related construction expressly identified in Landmark's August 7, 2026 proposal. The outstanding clarifications identified in Section 4 of this Attachment represent construction scope items that have not yet been fully confirmed and will be reconciled as the design progresses.

Final construction responsibilities will be reconciled with the completed design documents before construction authorization.

3.2 Delegated Structural Design

Landmark Aquatic and its Specialty Structural Engineer are anticipated to provide sealed engineering for the slide system within Landmark Aquatic's scope, including the slide tower, stairs, platforms, supports, connections, anchorage, and associated foundations.

DUDLEY will establish applicable structural performance criteria and coordinate and review the delegated structural design for general conformance with the Project design criteria. Landmark Aquatic and its Specialty Structural Engineer will remain responsible for the final delegated structural design.

This division of responsibility is consistent with the current Project coordination direction.

3.3 Foundation Pricing

Landmark Aquatic's current construction pricing assumes the manufacturer's typical spread footing foundation system. Landmark has indicated that construction pricing may change if the Project specific geotechnical recommendations or final delegated structural design require drilled shafts or another materially different foundation system.

Final foundation construction requirements will be established following completion of the Project specific geotechnical investigation and Landmark Aquatic's delegated structural design.

3.4 Civil Design

The preliminary construction budget assumes the current Project direction to:

1. Remove the existing bull rock.
2. Lower and generally regrade the raised area surrounding the existing slide tower.
3. Provide a pedestrian connection to the new slide stair tower generally consistent with the City's requested 6 to 8 foot width.
4. Restore affected site areas with appropriate flatwork, turf, or other improvements established through the final civil design.
5. Direct surface drainage away from the pool and toward the rear pavement where practicable.

Mitchell & Morgan will establish the final grading, flatwork, pedestrian circulation, drainage, and restoration requirements through the civil design.

3.5 Electrical Construction

The $35,000 electrical construction allowance is carried from Landmark Aquatic's current proposal.

Final electrical construction requirements will be based upon the design prepared by Cleary Zimmermann and coordinated with Landmark Aquatic's final equipment requirements.

3.6 Construction Procurement

The preliminary budget assumes that the City intends to contract directly with Landmark Aquatic for the applicable turnkey construction scope through an authorized BuyBoard procurement vehicle.

Final procurement responsibilities and the limits of work eligible for procurement through Landmark Aquatic remain subject to City confirmation.

3.7 Project Schedule

The Project team's current target is for the replacement slide system to be operational by **May 2027**. Timely design coordination, delegated design, equipment release, fabrication, construction, startup, and testing will be required to maintain this target.

---

4. Outstanding Landmark Aquatic Clarifications

The following items remain to be reconciled with Landmark Aquatic as the design progresses. These items are identified so that the City can proceed with the current professional services authorization and preliminary planning budget without implying that every element of the construction scope has been finalized.

4.1 Electrical Construction Allowance

Landmark Aquatic's current $35,000 electrical allowance references a new buried electrical installation from the existing panel to the pump area.

Following its site investigation, Cleary Zimmermann recommended abandoning or demolishing the existing conduit and providing a completely new electrical service from the existing 120/208 volt utility transformer properly sized for the new pumps and auxiliary systems.

Required Clarification: Landmark Aquatic's electrical construction allowance shall be reconciled with the final Cleary Zimmermann electrical design, including the final point of origin, conduit routing, conductor requirements, panels, disconnects, VFD connections, controls, lighting, and other required electrical construction.

Any resulting increase or decrease in the electrical construction cost will be reflected in subsequent Project budget updates.

4.2 Existing Pedestrian Bridge Demolition

The Project scope anticipates removal of the existing pedestrian bridge and associated supports as part of the existing slide area demolition. Current Project meeting documentation identifies the existing bridge among the improvements anticipated to be demolished.

Required Clarification: Landmark Aquatic shall confirm that demolition and disposal of the existing pedestrian bridge, associated supports and piers, and required restoration of affected areas are included within its construction scope or clearly identify such work as excluded.

4.3 Civil Flatwork and Site Improvements

Final limits and quantities of new pedestrian flatwork, grading, turf or planting restoration, drainage improvements, and other site related construction have not yet been established.

Required Clarification: The final construction work to be carried within the $50,000 Civil Allowance for Flatwork and Related Site Work shall be reconciled with the completed Mitchell & Morgan civil design.

If the final identified civil scope materially exceeds the allowance, DUDLEY will advise the City and update the preliminary construction budget.

4.4 Drainage Improvements

Mitchell & Morgan is evaluating the final drainage approach and whether a concrete drainage flume, valley gutter, or similar improvement should be provided adjacent to the existing rear pavement.

The current Project direction is to evaluate this improvement based upon the final grading and drainage design.

Required Clarification: Final drainage improvements and associated construction pricing shall be established following development of the civil design.

4.5 Fencing

Final limits of temporary fence removal, reinstallation, and potential replacement have not been established.

Landmark Aquatic's current proposal identifies replacement of fencing as an exclusion.

Required Clarification: Landmark Aquatic shall identify temporary fence removal and reinstallation necessary for its construction operations and confirm whether any permanent replacement fencing is included or excluded from its final construction scope.

4.6 Foundation Construction Cost

Landmark Aquatic's current estimate is based upon its typical spread footing system.

Required Clarification: Final foundation construction pricing shall be reconciled following completion of the Project specific geotechnical investigation and Landmark Aquatic's final delegated structural design.

A materially different foundation system may result in a change to the preliminary construction budget.

4.7 Procurement, Fabrication, and Construction Schedule

The Project has a target operational date of May 2027, and the slide equipment has a significant design, fabrication, and procurement lead time.

Required Clarification: Landmark Aquatic shall provide a coordinated Project schedule identifying, at a minimum:

1. Required City authorization or release date.
2. Required design assist information and approval dates.
3. Delegated engineering duration.
4. Slide fabrication duration.
5. Anticipated equipment delivery.
6. Site construction duration.
7. Slide installation.
8. Equipment startup and testing.
9. Manufacturer testing or approval.
10. Final completion required to support the City's May 2027 operational target.

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5. Budget Status and Future Updates

The **$2,165,000 Recommended Preliminary Construction Budget** represents DUDLEY's current recommendation for City planning purposes based upon the information reasonably available at this stage of the Project.

The budget is not a guaranteed maximum price, bid, or representation that all final construction quantities, means, methods, or existing conditions have been established.

DUDLEY will continue to coordinate with the City, Landmark Aquatic, and the Project consultants and will advise the City of material changes to the anticipated construction cost as the following information becomes available:

1. Existing conditions and topographic survey.
2. Project specific geotechnical report.

3. Preliminary and final civil design.
4. Final electrical design.
5. Landmark Aquatic delegated structural design.
6. Final Landmark Aquatic construction scope and allowances.
7. Final identified demolition and restoration requirements.

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6. Supporting Documentation

Landmark Aquatic's revised construction proposal dated August 7, 2026 is being provided separately to the City as supporting documentation for the preliminary construction budget.

The Landmark Aquatic proposal is provided for **budgetary and informational reference only**. Its contractual terms, conditions, exclusions, limitations, and other provisions are not incorporated into DUDLEY's Professional Services Agreement with the City.

In the event of a conflict between this Attachment, DUDLEY's Professional Services Proposal, Landmark Aquatic's proposal, or other supporting documentation, **DUDLEY's executed agreement with the City and DUDLEY's Scope of Services and Compensation shall control with respect to DUDLEY's professional services.**

LANDMARK AQUATIC

Progressive Commercial Aquatics, d.b.a
Landmark Aquatic

BID PROPOSAL

Houston:
2510 Farrell Road
Houston, TX 77073
281-982-0212

Manor/Austin:
15616 Schmidt Loop
Manor, TX 78653
512-278-0801

" We build more than pools, we build relationships!

Project Name: City of College Station - Adamson Lagoon Slide Replacement

Scope of Work:	
Demolition Scope: Disconnect electrical to pump. Disassemble existing slide flumes. Disassemble existing slide structure from top down. Haul off and dispose of slide components. Demo existing concrete pump pit, structure, pump, and plumbing. Saw cut the pool deck behind the suction box and remove the concrete to expose the back of the pool wall. Core drill horizontally into the sump box to install new plumbing. **Excavation / Earth Work Scope:** Excavate area around existing slide footings and remove rock. Evaluate existing slide piers / footings and demo as required to install the new slide footings. Remove soils in the area to get grade to pool deck elevation. Soils to be hauled off or recovered by the city if wanted if spoils cannot be reused. Excavate area for new slide footings per structural specification and site-specific geotechnical report. #57 stone to be installed and compacted at base of footings and for pipe trenches. Grade the area around the slide +/- level with pool deck with overall grade for drainage towards south parking lot.	
Slide Footing Scope: Set elevations and locations for all slide footings for the new slide tower per structural drawings yet to be produced. Form footings on compacted rock and place rebar per structural design and site-specific geotechnical report. **Slide footings to be roughly 4'-6" below finished grade TBD. Pour slide footings with a 4,000 - 4,500 psi concrete mix design as specified by structural. Vertical column of footing to be formed using Sonotube of a size specified by structural - to be above final grade. Rebar "rings" to be placed in column as specified with anchor bolts set at the proper elevation prior to concrete pour. Footings to be backfilled and compacted with rock or approved material as determined by geotechnical report.	**Slide footings specified by the manufacturer are typically a spread footing with a column from the center that extends above grade for the slide column. The costs are based on typical spread footing design. If shaft drilled piers are required by structural and site-specific geotechnical, pricing may change based requirements.

LANDMARK AQUATIC

BID PROPOSAL

Progressive Commercial Aquatics, d.b.a
Landmark Aquatic

Houston:
2510 Farrell Road
Houston, TX 77073
281-982-0212

Manor/Austin:
15616 Schmidt Loop
Manor, TX 78653
512-278-0801

" We build more than pools, we build relationships!

Project Name: City of College Station - Adamson Lagoon Slide Replacement

Scope of Work:

Mechanical System Scope
A new in-ground concrete pump pit will be poured to house the new slide pumps, electrical, and plumbing for the slides size and design TBD.
(2) New pumps will be supplied and installed in the pump pit - (1) pump will be for (2) slide flumes.
Expecting both pumps to be 20 HP - but might change.
(2) Pump suction lines will be installed below grade to the pool, size and depth TBD during design phase.
Install pump discharge plumbing to the slide entries per the manufacturer's recommendations.
All PVC to be schedule 80 and all hardware to be stainless steel. All piping will be supported per industry standards.
Provide and install (2) VFDs with bypass panels for pump control size and voltage TBD.
Install (3) flow meters to control water to each slide.
Provide galvanized steel enclosure to cover the pump pit and electrical - size and design TBD.

Electrical Scope:
The rebar in the slide footings and slide tower to be equipotentially bonded using #8 bare bonding wire per NEC. Ground location TBD.
Electrical to be upgraded to meet the requirements of the new pumps and electrical required.
An electrical allowance of $35,000 is estimated until final electrical design is completed.
Electrical includes all necessary components to connect VFDs, pumps and lighting as required.

Slide Scope:
Install a (3) flume slide and tower structure final design TBD.
Structure height to be approximately 20'-22' from platform to pool deck - final design will determine height.
Slide includes fiberglass flumes, hot-dipped galvanized, support columns, and stainless hardware.
Color of the flumes (inside and out) to be chosen by owner.
Installation of slide structure is turn-key with final testing and approval by the manufacturer.

Estimate:	**$**	**1,980,000.00**
Electrical Allowance:	**$**	**35,000.00**
Owner's Contingency	**$**	**50,000.00**
Total Estimate	**$**	**2,065,000.00**

Included:

(2) 20 HP flooded-suction Aurora Pumps
(3) Signet 2551 flow meters
Sch. 80 PVC pipe, fittings, and valves
Stainless hardware and supports
Galvanized enclosure for pump pit
(2) H2Flow VFDs
Electrical system TBD
Design assist for slide mechanical systems by LMA
(3) Flume Splashtacular slide and tower
Slide manufacturer to provide stamped engineering for slide structure and slide footings.
Electrical allowance of $35,000 includes:
New buried conduit from existing panel to pump area, 208V serivce to pump area, new sub panel at pumps, 120v circuits, high voltage connections to VFDs, low voltage wiring for lights and submersible pump.
Owner's contigency of $50,000 is to account for additional flatwork, grading, planting, or other items yet to be determined.

Exclusions:

Permits
Civil or electrical engineering drawings
Material testing
Dewatering
Any electrical not included above
Replacement of fencing

MITCHELL M&M MORGAN

Drew Dudley, P.E., S.E.
Dudley Engineering
40 Pamela Lane
College Station, Texas 77845

August 7, 2026

Re: Proposal to Provide Professional Engineering Design Services for the Adamson Lagoon Slide Renovation Project in College Station, Texas

Dear Drew,

Thank you for the opportunity to provide professional engineering services for the Adamson Lagoon Slide Renovation Project in College Station, Texas. As we understand, you would like us to provide Preliminary Design (60%), Final Design (90%) and Final Construction Plans and Specifications for this project, based upon the following parameters:

General

- Provide Preliminary Design (60%), Final Design (90%) and Final Construction Plans and Specifications for this project. Due to time constraints, no Conceptual Design (30%) will be provided;
- The project scope consists of full demolition of the existing 2 large water slides at Adamson Lagoon in Bee Creek Park.
- Renovation includes the new construction of 3 water slides in the same general location of the existing slides, cutting down the existing berm under the slides and creating a sloped grassed area from the pool deck to the parking lot back of curb. Removal of all bull rock and replace that with turf for the majority of the area with 5-foot sidewalks where needed to create pedestrian access from the existing pool deck to the new stair towers for the slides.
- Surveying Services have been included in this scope;
- Construction Phase Services (no daily inspection services) have been included in this scope;
- All new flatwork/sidewalks will be TAS compliant;
- TAS Plan Review and TAS Construction Inspection Services have been included in this scope;
- No review of existing pool deck or route from front entrance for compliance with TAS;
- No geotechnical investigation. We have assumed that will be performed by others and recommendations will be provided to us;
- We have assumed there will be no public meetings that we need to attend or assist with the preparation for the meeting;
- We have assumed no Landscape Services with this project;
- We will include notes to provide hydromulch or solid sod as requested by the City of College Station on the plans;
- We have not provided design of any Irrigation Services with this project we have assumed that there is existing irrigation within the area that would be sufficient;
- No environmental analysis will be performed with this scope;
- No drainage infrastructure, report or drainage calculations are included in this scope;

- No structural design services are included in this scope;
- No electrical design services are included in this scope;
- No gas conduit or existing line will be provided or rerouted with this scope;
- No benches or trash receptacles are to be provided;
- Fence modifications will be limited to repair/replacement of existing fence if disturbed during regrading of the slide area;
- A bid alternate for new fencing and fence posts will be provided on the plans;
- No easement acquisition services will be needed for this project; and
- Construction Material Testing Services will be by others.

Deliverables will consist of:

- Demolition Plan
- Limited Site /Utility Plan
- Grading Plan
- Paving Plan
- Details
- Bid Alternate

Topographical Surveying:

Prior to commencing design services, the survey will be completed during this time period. This service shall be completed within fourteen (14) calendar days after receiving a Notice to Proceed to commence this scope of services.

Preliminary Design Phase (60%):

Upon receiving a written Notice to Proceed, Mitchell & Morgan, LLP will develop Preliminary Design drawings. This phase is also called 60% Phase, as the design shall not be complete but shall be sufficient for review and provide input on the design. These drawings will include the limited site plan and utility plan (based upon Landmark Aquatics utility design), demolition plan, and proposed grading and flatwork improvements.

Deliverables

These Preliminary Design documents will include preliminary engineering drawings for the limited site plan, demolition plan, grading, sidewalks/flatwork, underground utilities as provided by Landmark Aquatics, and opinions of probable construction costs based upon the preliminary drawings.

Mitchell & Morgan, LLP will provide PDF files (electronic submission only) of the Preliminary Design Documents to review. This phase shall be completed within fourteen (14) calendar days after receiving survey data.

Final Design Phase (90%)

Upon receiving a written Notice to Proceed, Mitchell & Morgan, LLP will develop Final Design drawings for the limited site plan, demolition plan, grading, sidewalk/flatwork improvements based upon comments received during the Preliminary Design phase. These construction drawings will include final design for the limited site plan, demolition plan, grading plan, sidewalks/flatwork, underground utilities, and final engineer's estimate. This phase shall be completed within twenty-one (21) calendar days after receiving a Notice to proceed to commence this phase of design.

Final Construction Document Preparation

Upon receiving a written Notice to Proceed, Mitchell & Morgan, LLP will provide electronic final construction drawings and specifications sufficient for inclusion in the final construction plans. These documents will include:

- Final Plans
- Final Specifications
- Special Conditions, if needed
- Estimate of construction costs based upon the final construction drawings.

This phase shall be completed within seven (7) calendar days after receiving a Notice to Proceed to commence this phase of design.

Bid Preparation and Evaluation

We understand that there will be NO bid preparation and evaluation as part of this project.

Construction Phase

Construction phase services consisting of review of RFI's, Submittals, PR's, Pay Applications, and ESI's have been included in the scope of this project.

Payment and Schedule Terms

We propose to provide professional services for an hourly amount not to exceed amount of $19,430.00. It includes a survey fee of $5,995.00, and Texas Accessibility Standards review and inspection fee in the amount to $1,815.00. Payments will be made on a monthly basis based upon the services completed during that month. The basic services fees are as outlined in *Attachment A* and divided by hourly rates for each phase in *Attachment B*. The schedule is outlined in *Attachment C*.

If there are other services that you desire, we will provide those services on an hourly basis at the rates described below.

Hourly Rates:

Sr. Professional Engineer – Project Coordination	$185/hr
Principal Design Engineer	$175/hr
Sr. Professional Design Engineer	$140/hr
Jr. Professional Design Engineer	$125/hr
Staff Planner	$100/hr
Project Manager	$100/hr
GIS Technician	$100/hr
Civil Designer	$100/hr
Sr. EIT	$90/hr
Jr. EIT	$80/hr
Drafter	$75/hr
Administrative	$65/hr

Services not utilized will not be billed. If you would like us to add services other than those listed, they may be added at the above listed hourly rates. Mitchell & Morgan, LLP will work diligently to provide these services in a timely manner and will begin work immediately upon a Notice to Proceed. Please let us know if you have any questions or comments. We really look forward to working with you on this project.

Sincerely,

Veronica J.B. Morgan, PE, CFM
Managing Partner

cc: file

Attachments:

Attachment A - Fees
Attachment B – Fee Hourly Rate Breakdown
Attachment C - Schedule

Attachment A
Fees
Adamson Lagoon Slide Renovation Project
Preliminary, Final Design, & Construction Phase Services Proposal

Project Task	Fee
Survey:	$5,995.00
TAS Plan Review and TAS Inspection:	$1,815.00
Civil Design:	$17,000.00
Construction Phase Services:	$2,430.00
TOTAL	**$27,240.00**

Attachment B
Fee Hourly Rate Breakdown
Adamson Lagoon Slide Renovation Project

PRELIMINARY DESIGN				**$ 6,445.00**
Civil Design Services	Hourly Rate	Hours/Phase		$ 6,445.00
Sr. Professional Engineer - Project Coordination	$ 185.00	4	$ 740.00	
Principal Design Engineer	$ 175.00	25	$ 4,375.00	
Sr. Professional Design Engineer	$ 140.00	0	$ -	
Jr. Professional Design Engineer	$ 125.00	0	$ -	
Staff Planner	$ 100.00	0	$ -	
Project Manager	$ 100.00	0	$ -	
GIS Technician	$ 100.00	0	$ -	
Civil Designer	$ 100.00	0	$ -	
Sr. EIT	$ 90.00	0	$ -	
Jr. EIT	$ 80.00	15	$ 1,200.00	
Drafter	$ 75.00	0	$ -	
Administrative	$ 65.00	2	$ 130.00	
FINAL DESIGN				**$ 7,535.00**
Civil Design Services	Hourly Rate	Hours/Phase		$ 7,535.00
Sr. Professional Engineer - Project Coordination	$ 185.00	5	$ 925.00	
Principal Design Engineer	$ 175.00	30	$ 5,250.00	
Sr. Professional Design Engineer	$ 140.00	0	$ -	
Jr. Professional Design Engineer	$ 125.00	0	$ -	
Staff Planner	$ 100.00	0	$ -	
Project Manager	$ 100.00	3	$ 300.00	
GIS Technician	$ 100.00	0	$ -	
Civil Designer	$ 100.00	0	$ -	
Sr. EIT	$ 90.00	0	$ -	
Jr. EIT	$ 80.00	10	$ 800.00	
Drafter	$ 75.00	0	$ -	
Administrative	$ 65.00	4	$ 260.00	

Attachment B
Fee Hourly Rate Breakdown
Adamson Lagoon Slide Renovation Project

FINAL DOCUMENTS				**$ 3,020.00**
Civil Design Services	Hourly Rate	Hours/Phase		$ 3,020.00
Sr. Professional Engineer - Project Coordination	$ 185.00	2	$ 370.00	
Principal Design Engineer	$ 175.00	8	$ 1,400.00	
Sr. Professional Design Engineer	$ 140.00	0	$ -	
Jr. Professional Design Engineer	$ 125.00	0	$ -	
Staff Planner	$ 100.00	0	$ -	
Project Manager	$ 100.00	3	$ 300.00	
GIS Technician	$ 100.00	0	$ -	
Civil Designer	$ 100.00	5	$ 500.00	
Sr. EIT	$ 90.00	0	$ -	
Jr. EIT	$ 80.00	4	$ 320.00	
Drafter	$ 75.00	0	$ -	
Administrative	$ 65.00	2	$ 130.00	
CONSTRUCTION PHASE SERVICES				**$ 2,430.00**
Civil	Hourly Rate	Hours/Phase		$ 2,430.00
Sr. Professional Engineer - Project Coordination	$ 185.00	2	$ 370.00	
Principal Design Engineer	$ 175.00	8	$ 1,400.00	
Sr. Professional Design Engineer	$ 140.00	0	$ -	
Jr. Professional Design Engineer	$ 125.00	0	$ -	
Staff Planner	$ 100.00	0	$ -	
Project Manager	$ 100.00	4	$ 400.00	
GIS Technician	$ 100.00	0	$ -	
Civil Designer	$ 100.00	0	$ -	
Sr. EIT	$ 90.00	0	$ -	
Jr. EIT	$ 80.00	0	$ -	
Drafter	$ 75.00	0	$ -	
Administrative	$ 65.00	4	$ 260.00	
TOTAL CIVIL FEE :	**$ 19,430.00**			
Other services and /or allowances in the amount of $7,810.00, including the following:				
Survey:	$ 5,995.00			
TAS Plan Review/Inspection:	$ 1,815.00			
Total not-to-exceed contract amount, including design fee, and other services and/or allowances is $27,240.00				

Attachment C
Schedule
Adamson Lagoon Slide Renovation Project

Project Task	Contract Duration (Calendar Days)
Topographical Survey:	14 Days
Preliminary Phase Design:	14 Days
Final Design Phase Design:	21 Days
Final Construction Documents:	7 Days

**Actual Dates are Dependent on Notice to Proceed for each phase

CLEARY ZIMMERMANN ENGINEERS

300 West 26th Street
Bryan, TX 77803
P: 979.341.8181 | TBPE No. F-9357

ClearyZimmermann.com

Proposal for Engineering Services

08/04/2026

Mr. Drew Dudley, PE
Principal
Dudley Engineering
11370 State Hwy 30
College Station, Texas 77845

Mr. Dudley,

As a registered professional engineering firm with licensed professional engineers who are proficient in their practices, CLEARY ZIMMERMANN ENGINEERS, LLC ("CZ") hereby proposes to serve as your creative engineering partner for your building project. The details of your project as we understand them are described hereafter (the "Project"), as well as the services we will provide as a consultant for the Project.

Project Details

Project Name
Adamson Lagoon Slide Power

Project Location
1900 Anderson Street
College Station, TX 77840

Construction Budget
TBD

Design Period / Schedule
Q3 – Q4 2026

Construction Period
Q1 – Q4 2027

Scope of Work
Engineering design to supply electrical power to two new water pumps (approximately 20hp each), a sump pump (approximately 1hp), and multiple receptacles and lighting fixtures at the pump house, included required panels, disconnects, wiring devices, conduit, conductors, breakers, fuses, and other associated devices.

Power to water pumps to be sourced from existing 120/208V 3-phase service provided by College Station Utilities. Design for upgraded 277/480V 3-phase service is not included in this proposal.

Design shall include demolition plans for existing electric power infrastructure serving existing 20hp water pump serving the two existing water slides.

Lighting design shall be limited to meeting IES illumination standards for the pump house interior and required egress lighting at pump house exits.

Basic Services

MEP Design

CZ shall perform load analyses, calculations, equipment selections and system design in accordance with applicable building codes, appropriate national standards, and commonly accepted engineering practice. These services shall be rendered for the following building systems in the project:

Mechanical

N/A

Electrical

Power distribution
Interior lighting
Exterior lighting
Lighting controls

Plumbing

N/A

IT/Security

Not included.

Meetings

Three (3) in-person meetings are included. These meetings are intended to coincide with interim design reviews, but may be utilized for review, coordination, budgeting, or any other design phase purpose. Regular weekly virtual meetings with the design team are included if necessary.

Meetings with municipal authorities having jurisdiction (AHJ's; for preliminary plan review, etc.) and utility companies (design coordination, etc.) will be billed on an hourly basis per the Hourly Rate Schedule.

Any other additional meetings will be billed on an hourly basis per the Hourly Rate Schedule.

Deliverables

One (1) set of design development drawings at 100% and one (1) set of preliminary construction drawings and specifications at 90% are included; and one (1) set of final sealed construction drawings and specifications upon completion. All deliverables will be in digital PDF format.

Energy Modeling

Not included.

Construction Phase Services

Construction Administration

Submittals and Supplemental Information

During construction of the project, CZ will review the contractor's material and equipment submittals and provide compliance comments; review and respond to RFI's; and prepare ASI's when necessary.

Site Visits

Three (3) project site visits are included for your use. Upon written request, CZ shall visit the project site to observe construction progress as compared to the contract schedule, and to make a general assessment of performance as compared to the requirements in the construction documents. Findings will be documented in a written Field Report and submitted to your team.

- Visits to observe and assess conditions prior to permanent concealment (burial, concrete placement, wall cavities, hard ceilings) will be coincident to Regular Site Visits; if additional, separately-scheduled standalone visits are necessary, such visits will be billed on an hourly basis per the Hourly Rate Schedule.

Construction meetings will be coincident to Regular Site Visits; if additional separately-scheduled standalone meetings are necessary, such meetings will be billed on an hourly basis per the Hourly Rate Schedule.

Commissioning

In most jurisdictions, field commissioning of the mechanical and lighting control systems is required for a final certificate of occupancy. If necessary and agreed upon herein, CZ will provide commissioning of these systems to ensure optimal functional performance. The criteria for the service will be in accordance with the National Environmental Balancing Bureau (NEBB) or the AABC Commissioning Group (ACG).

Compensation for Services

Fees

CZ's compensation for performing the services described herein will be on a flat, lump-sum basis by task as follows:

Basic Services	Fee
Design – MEP	$28,785

Construction Phase	Fee
CA – Submittals and Supplemental Info	Included in Design Fee
CA – Regular Site Visits	Three (3) visits included in Design Fee
CA – Additional Site Visits	$430 per visit, including expenses
Commissioning	Fee available upon request

Proposal Expiration

Proposal expires six (6) months from issue date.

Reimbursable Expenses

None.

Invoice Progression

Unless otherwise noted, CZ will invoice for services rendered per the following schedule:

Services	Schedule
Design Phase	Upon completion of each Deliverable milestone
Construction Phase	Commensurate with contractor's pay applications
Regular Site Visits	In aggregate, once per month
Other Miscellaneous Services	In aggregate, once per month

Services Not Included

Engineering or documentation for LEED® or other sustainable certification programs	Design changes after final construction documents have been submitted
Design of site utilities beyond a 5-ft extended perimeter around the building footprint	Multiple CD packages such as a preliminary permit set or foundation package
Value engineering or cost-reduction services or re-design following completion of 50% CDs	Engineering and/or economic studies of alternative systems or equipment locations
Services related to environmental remediation	Detailed cost estimating
Reviewing spec sheets for commercial kitchen equipment to determine utilities or options	Engineering responsibility beyond electrical circuiting for third-party lighting designs, including selections, scheduling, building and energy code compliance, and photometrics
Transcribing contractor's field notes into a final CAD or BIM file for the record-drawing purposes	Life-cycle cost analyses
Additional TDSH or other regulatory inspections necessary due to construction disapprovals (the initial inspection is included)	Energy modeling. Fee available upon request.
Engineering related to civil or structural design for electrical duct banks.	Lightning protection design.
Mechanical and plumbing design.	Electric motor sizing and selection.
Motor control design.	Medium voltage design.
Utility service voltage or power upgrades.	

Exhibit A – 2026 Hourly Rate Schedule

Division		Rate
Design	Principal	$320
	Electrical Engineer	$245
	Mechanical Engineer	$240
	Mechanical Designer	$195
	Electrical Designer	$205
	Plumbing Designer	$190
	Technology Designer	$195
	Construction Inspector	$190
	Modeling Technician	$150
Commissioning	Principal	$320
	Project Manager	$225
	Mechanical Engineer	$240
	Electrical Engineer	$245
	Field Technician	$190
Administration	Clerical	$130
	Accounting	$195
Expenses	Cost plus 10% unless otherwise noted	
*Rates are subject to annual review.		

AGREEMENT FOR GEOTECHNICAL ENGINEERING SERVICES
DUDLEY ENGINEERING, LLC

Dudley Engineering LLC (dba DUDLEY), hereinafter referred to as DUDLEY, is pleased to propose the following Agreement for providing geotechnical engineering services. This Agreement will remain open for acceptance for 10 day(s) from the date listed below.

PROJECT SUMMARY

Project Name:	Adamson Lagoon Slide Replacement	**Agreement Date:**	7/27/2026
Project Location:	1900 Anderson St, College Station, TX	**Agreement Coordinator:**	G. Taylor Stinson, PE, MS.
Client Name:	City of College Station	**DUDLEY Project No.:**	26-00247
Client Representative:	Jennifer Cain, CCM	**Estimated Fee:**	$7,000
Client Representative Email:	jcain@cstx.gov	**Estimated Schedule:**	2-3 weeks

PROJECT DESCRIPTION

The proposed project will consist of replacing the existing slide at the Adamson Lagoon Pool, located at 1900 Anderson Street in College Station, Texas. The project will also include construction of a new pump house structure and associated flatwork. Depending on the final site grading, retaining walls may also be required.

Grading plans for the proposed project are not currently available. Nevertheless, we anticipate that changes in grade may be on the order of 5 feet or less, with changes in grade consisting mostly of cut. DUDLEY should be notified if the actual grading differs from this assumption, as revisions to the recommendations presented in the final geotechnical report may be required.

The engineering services associated with performing geotechnical study will include a subsurface investigation and laboratory testing program. The deliverables will include a geotechnical engineering report that is sealed by a professional engineer licensed in the State of Texas. These services are outlined in more detail in the following sections of this Agreement.

SCOPE OF SERVICES

Task I – Subsurface Investigation: The subsurface investigation will consist of drilling three (3) borings within the project area. One (1) boring, B-1, will be advanced to a depth of approximately 20 feet through the existing pavement outside the fenced pool area. Two (2) additional borings will be advanced to depths of approximately 10 feet, including B-3, near the existing slide and B-2 near the existing shed. Therefore, a total of approximately 40 linear feet of drilling is proposed for the project, unless refusal is encountered before the planned termination depths are reached. The approximate proposed boring locations are shown in the image below.

Soil sampling for the shallow borings will be performed in accordance with ASTM D1452. The deeper boring will be sampled in accordance with ASTM D1586 and/or ASTM D1587, depending on the soil conditions encountered. Representative soil samples will generally be collected at 1-foot and 1.5- to 2-foot intervals within the upper 10 feet of the stratigraphy. Below a depth of 10 feet, samples will generally be collected at 5-foot intervals to the planned termination depth of drilling.

Water levels will also be monitored during and immediately after the completion of drilling operations. If water is encountered during drilling, the boreholes will be left open for approximately 1-hour so that extended water level measurements can be made. Following the completion of drilling operations and water level measurements, the boreholes will be backfilled with soil cuttings. DUDLEY should be contacted if an alternative backfilling method, such as bentonite-grouting, is desired for the project by the Owner.

DUDLEY has assumed that the site has been cleared and will be accessible with an ATV mounted drill. The ground contact pressure for this equipment ranges from 9 psi to 11 psi; however, some minor rutting may still occur following extended periods of heavy rainfall. Finally, we have assumed the Client has been granted permission from the property owner for DUDLEY to access the proposed boring locations. Client shall be responsible for coordinating access and notifying any third parties unless otherwise requested. Dudley Engineering can provide scheduling notifications upon request.

Task II – Laboratory Testing Program: Following the completion of drilling operations, the recovered soil samples will be brought back to DUDLEY's College Station, Texas office so that the soil samples can be visually classified by a professional geotechnical engineer or an engineering-in-training. Laboratory tests deemed pertinent to the project will also be performed on select soil samples recovered from the borings. The laboratory testing program will generally include the following: (1) ASTM D1140 for determining the percentage of fines or material passing the No. 200 sieve; (2) ASTM D2216 for determining the moisture content of the soils; and (3) ASTM D4318 for determining the Atterberg Limits (liquid limit and plastic limit) of plastic soils.

The consistency of cohesive soil samples will be evaluated using a pocket penetrometer. In addition, penetration resistance tests or SPT N-values may also be recorded as part of ASTM D1586 to estimate the consistency of cohesive soils and the relative density of granular soils.

Task III – Engineering Analysis and Report Preparation: The geotechnical report will summarize the results of the subsurface investigation and laboratory testing program. In addition, the report will provide foundation recommendations and design parameters for the proposed slide, pump house, and associated flatwork. Recommendations and design parameters for retaining walls will also be included if retaining walls are required based on the final grading plans. The foundation recommendations will include provisions to mitigate the effects of expansive soils in accordance with Section 1808.6 of the 2021 International Building Code. The final report will be submitted electronically in PDF format for distribution to the project team.

ENGINEERING COMPENSATION

The total cost to perform Task I through Task III was estimated to be **$7,000**. This cost estimate does not include any time that may be associated with construction materials testing services or observations during construction. Furthermore, it does not include the design of the foundation system for the structure. A quote for these additional services can be provided upon request.

PROJECT SCHEDULE

The project schedule will be contingent on when we receive notice to proceed. Nevertheless, a project of this nature can generally be completed within 2 to 3 weeks. Weather conditions and equipment issues could potentially influence the estimated project schedule. The client will be notified via email if conditions arise which might push the anticipated delivery date back. Finally, we have assumed that the site will be cleared to provide access to the drilling equipment prior to mobilizing to the project site.

ADDITIONAL PROVISIONS

This Agreement, and Exhibit A hereto, constitute the entire Agreement between the parties. An electronic copy of the Agreement has been provided to you. Please examine these documents, sign and return it to us (along with the retainer, if applicable). Retain a copy for your records. We would have to approve any changes that you propose to the Agreement.

G. Taylor Stinson, P.E., M.S., Licensed Texas Engineer No. 127726
T. Kowshik Kumar, E.I.T., M.S

Dudley Engineering LLC d/b/a DUDLEY
Texas Engineering Firm Registration 18677

Drew Dudley, PE, SE

From: Drew Dudley, PE, SE
Sent: Thursday, July 30, 2026 5:28 PM
To: G. Taylor Stinson, PE
Cc: Gabriel Suazo, EIT; Kowshik Kumar, EIT, MS; Jonathan Reynolds
Subject: RE: Adamson Lagoon Slide Replacement [Filed 30 Jul 2026 17:27]

Categories: Filed by Mail Manager

Thank you.

For the two hand auger borings, is there a reason we're not doing one right underneath the existing slide, because that's where they built up the soil the most?

I think it would be good to do one as close to that existing stair tower as possible because that's where the topography is the highest.

From: G. Taylor Stinson, PE <tstinson@dudleyeng.com>
Sent: Tuesday, July 28, 2026 7:56 AM
To: Drew Dudley, PE, SE <ddudley@dudleyeng.com>
Cc: Gabriel Suazo, EIT <gsuazo@dudleyeng.com>; Kowshik Kumar, EIT, MS <kthalluru@dudleyeng.com>; Jonathan Reynolds <jreynolds@tristargeo.com>
Subject: RE: Adamson Lagoon Slide Replacement

Drew,

Please see the attached geotechnical agreement for this project. We don’t really see an easy route for getting a drill rig close to the proposed slide structure. Even if the existing fencing is removed, there is a notable slope that would make drilling difficult. Drilling one (1) boring along the exterior and two (2) manual borings along the interior appears to be the best approach.

Let us know if you have any questions.

On the CMT side, I have made various conservative assumptions to develop a preliminary cost estimate. We should be given the opportunity to review this estimate once construction drawings are finalized for the project. The breakdown is as follows:

1) Drilled Pier Observations/Concrete Sampling and Testing (4 days assumed) - $6,000
2) Pier Cap Pre-Pour Observations/Concrete Sampling and Testing (3 pours assumed) - $2,500
3) Earthwork (4 feet of select fill beneath pump house, 8 trips total) - $2,500
4) Pump House Pre-Pour Observation/Concrete Sampling and Testing - $1,000
5) Structural Steel Observations (3 trips assumed) - $3,000
6) Flatwork testing (4 pours assumed) - $4,000

Estimated Preliminary Cost = $19,000

If a retaining wall is required for the project, I would add an additional $6,000 for backfill testing, pre-pour observations, and concrete sampling/testing. Furthermore, add another $3,000 if utility backfill testing may be required.

I have tried to be relatively conservative given the City's recent approach towards construction materials testing being over-estimated at the start of the project. Nevertheless, I would recommend adding a 20% contingency fee to this to account for potential unforeseen project elements, re-testing, field cancellations, etc.

G. Taylor Stinson, PE
Principal | DUDLEY
d. 931.801.9603 o. 979.777.0720
a. 40 Pamela Lane
College Station, TX 77845

From: Drew Dudley, PE, SE <ddudley@dudleyeng.com>
Sent: Monday, July 27, 2026 2:11 PM
To: Jennifer Cain <jcain@cstx.gov>; Erica Peace <epeace@landmarkaquatic.com>
Cc: Tim Warren <Twarren@landmarkaquatic.com>; Cameron Cooper <ccooper@landmarkaquatic.com>; Nathan Kerr <nathan@kerrsurveying.net>; jeremey@kerrsurveying.net; G. Taylor Stinson, PE <tstinson@dudleyeng.com>; Zac Stevenson (zacs@clearyzimmermann.com) <zacs@clearyzimmermann.com>; Kelsey Heiden <kheiden@cstx.gov>; Zac Stevenson, PE <zacs@clearyzimmermann.com>; Gabriel Suazo, EIT <gsuazo@dudleyeng.com>; joaquin@mitchellandmorgan.com
Subject: RE: Adamson Lagoon Slide Replacement

All,

Please see below for Meeting Notes from today. Action Items are at the bottom.

@Jennifer Cain on the critical path for being able to finalize the proposals is to schedule a site visit with Mitchel and Morgan for Friday. DUDLEY is available anytime on Friday**. Please let us know if you are available on Friday to walk the site with Mitchell and Morgan so they can ask all of their clarifying questions to develop their scope of work.**

Adamson Lagoon Slide Replacement - Project Coordination Meeting Notes

Date: July 27, 2026
Purpose: Project overview, preliminary slide configurations, civil and geotechnical coordination, and definition of near-term actions.

Attendees

- Drew Dudley, PE, SE — DUDLEY
- Gabriel Suazo, EIT — DUDLEY
- Taylor Stinson, PE — DUDLEY Geotechnical
- Tim Warren — Landmark Aquatic
- Erica Peace — Landmark Aquatic
- Cameron Cooper — Landmark Aquatic
- Veronica J. B. Morgan, PE, CFM — Mitchell & Morgan
- Joquin — Mitchell & Morgan
- Jeremy — Kerr Surveying
- Zac Stevenson — Cleary Zimmermann; joined near the end of the meeting

Jennifer Kane and Kelsey Hyden with the City of College Station and Nathan Kerr with Kerr Surveying were not present.

---

1. Project Overview

Drew Dudley shared his screen to provide an overview of the project for participants who were new to the effort.

The project generally consists of:

1. Complete demolition of the existing water slides.
2. Complete demolition of the associated slide tower, stairs, and supporting structure.
3. Construction of a new slide tower and support structure serving three new water slides.

Landmark will be providing the construction for the slides turn-key along with the structural designed associated with them. Tim Warren confirmed that the new pump house is anticipated to be contained within the footprint of the new slide tower. Tim also confirmed that the City intends to remove the existing bull rock and replace it with flatwork.

---

2. Slide Configurations and Site Fit

Tim shared his screen and presented two potential slide-tower configurations.

Landmark Aquatic is finalizing pricing for both options, which are expected to have materially different costs. Landmark will also overlay the proposed configurations onto the existing site information to verify:

1. Whether each option fits within the available area.
2. The anticipated locations of the tower, columns, foundations, stairs, walkways, pump house, and slide components.
3. Potential conflicts with existing foundations, utilities, drainage features, or other permanent improvements.

Tim reiterated that Landmark anticipates providing the slide system and related construction as a turnkey package. The project will require the following consultant interfaces:

- **DUDLEY Geotechnical:** Geotechnical engineering, construction materials testing, and special inspections.
- **Mitchell & Morgan:** Civil engineering and site-interface design.

EXHIBIT B
PAYMENT TERMS

Compensation is based on ***actual*** hours of work/time devoted to providing the described professional services. The Consultant will be paid at a rate of $0.00 per hour, or at the rates per service or employee shown below. The City will reimburse the Consultant for ***actual,*** non-salary expenses at the rate of None percent ***(***0***%)*** above the Consultant's actual costs, or at the rates set forth below. Unless amended by a duly authorized written change order, the total payment for all invoices on this job, including both salary and non-salary expenses, shall not exceed the amount set forth in paragraph 2.01 of this Contract:
($153,708.00).

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

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/6/2026

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
Higginbotham Insurance Agency, Inc.
3020 Barron Rd
College Station TX 77845

CONTACT NAME: Bee Bigtacion
PHONE (A/C, No, Ext): 713-888-3951 **FAX (A/C, No):** 713-952-9939
E-MAIL ADDRESS: bbigtacion@higginbotham.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Automobile Mutual Insurance Company	25135
INSURER B : Evanston Insurance Company	35378
INSURER C : Capitol Specialty Insurance Corporation	10328
INSURER D : Underwriters At Lloyd's, London	15642
INSURER E : Service Insurance Company, Inc	28240
INSURER F : Starstone National Insurance Company	25496

INSURED DUDLENG-01
Dudley Engineering LLC
D Double D Properties, LLC
40 Pamela Lane
College Station TX 77845-9445

COVERAGES **CERTIFICATE NUMBER:** 1621854042 **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 B	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			10076691CB 3AB010237	5/25/2026 5/25/2026	5/25/2027 5/25/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 50,000 $ 5,000 $ 0 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			10076696CA	5/25/2026	5/25/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A F	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0			10076720CU ESC00555692P-02	5/25/2026 5/25/2026	5/25/2027 5/25/2027	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
E	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [Y] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		SLICWC119748902	5/25/2026	5/25/2027	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C D	PROFESSIONAL LIABILITY CYBER LIABILITY			AE20231011-04 ESO0140835282	5/25/2026 5/25/2026	5/25/2027 5/25/2027	EACH CLAIM AGGREGATE CYBER LIMIT/DED	$3,000,000 $5,000,000 $1,000,000/$2,500

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

The General Liability and Automobile Liability policies include 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 and Automobile Liability policies include a blanket primary and non-contributory endorsement that applies to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.

The General Liability, Automobile Liability and Workers' Compensation policies include a blanket automatic waiver of subrogation endorsement that provides this feature to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such provision.
See Attached...

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: DUDLENG-01

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Higginbotham Insurance Agency, Inc.		Dudley Engineering LLC D Double D Properties, LLC 40 Pamela Lane College Station TX 77845-9445
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The General Liability and Workers Compensation policies include a blanket notice of cancellation to certificate holders endorsement that provides for 30 days' advance notice of cancellation of the policy to be provided to the certificate holder by the company other than for nonpayment of premium and 10 days' notice of cancellation of the policy to be provided to the certificate holder by the company after the policy is canceled for nonpayment of premium, in either such case, only when there is a written contract between the named insured and the certificate holder that requires such provision. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

Workers Compensation - Excluded Officers: Anna Dudley, Drew Dudley, Taylor Stinson.

The Umbrella Policy Number: 10076720CU is follow form over the Automobile and Employers Liability policies, subject to the policy, conditions, terms and exclusions.

The Excess Liability Policy Number: ESC00555692P-02 is follow form over the General Liability policy, subject to the policy, conditions, terms and exclusions.

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Texas Waiver of Our Right to Recover From Others Endorsement

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. () Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the 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% percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium:

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 5/25/2026 Policy No. SLICWC119748902 Endorsement No.
Insured DUDLEY ENGINEERING LLC Premium

Insurance Company
Service Lloyds Insurance Company

Countersigned by _____

v

WC 42 03 04 B
(Ed. 06-2014)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to Paragraph **H. Other Insurance** of **Section III – Common Policy Conditions** and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US – AUTOMATIC

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

The following is added to **SECTION III – COMMON POLICY CONDITIONS (APPLICABLE TO SECTION I – PROPERTY AND SECTION II – LIABILITY)**, Condition **K. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization which, before the loss, you have agreed in writing to waive your right of recovery.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO POLICY PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:
Endorsement Effective Date:

CONTENTS:

A. ADDITIONAL INSURED – AUTOMATIC STATUS
B. BROADENED INSURED
C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION
D.. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS
E. RESULTANT MENTAL ANGUISH
F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION
G. EMPLOYEES AS INSUREDS
H. EMPLOYEE HIRED AUTOS
I. INCREASED BAIL BONDS AND LOSS OF EARNINGS
J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO
K. INCREASED LOSS OF USE EXPENSE
L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE
M. GLASS REPAIR DEDUCTIBLE WAIVER
N. COLLISION DEDUCTIBLE WAIVER
O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT
P. TOWING
Q. AUTO LOAN/LEASE GAP COVERAGE
R. PERSONAL EFFECTS COVERAGE
S. LOCKSMITH SERVICES
T. TAPES, RECORDS AND DISCS COVERAGE
U. HIRED AUTO PHYSICAL DAMAGE
V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE
W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

A. ADDITIONAL INSURED – AUTOMATIC STATUS

Item A.1.c. of SECTION II –COVERED AUTOS LIABILITY COVERAGE,WHO IS AN INSURED is deleted and replaced with the following:

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability. This includes, but is not limited to, any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract or a written agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured under this policy only with respect to liability caused in whole or in part by your acts or omissions in the performance of your ongoing operations for the additional insured. A person or organization's status as an additional insured for ongoing operations under this policy ends when your operations for the additional insured are completed or when this policy is cancelled, whichever occurs first.

B. BROADENED INSURED

The following paragraph is added to SECTION II –A.1. WHO IS AN INSURED:

d. Any organization of yours, other than a partnership or joint venture, of which you own a financial interest of more than 50% as of the effective date of this Coverage part, will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

e. Any organization that is acquired or formed by you, other than a partnership or joint venture, of which you own a financial interest of more than 50% will qualify as an "insured". However, such organization will not qualify as an "insured" if it is also an "insured" under another policy, other than a policy written to apply specifically in excess of this Coverage Part or would be an "insured" under such policy but for its termination or the exhaustion of its limits of insurance. Each such organization remains qualified as an "insured" only while you own a financial interest of more than 50% in the organization during the policy period.

This provision does not include:

(1) any organization 180 days or more after its acquisition or formation; or

(2) "bodily injury", "property damage" or "covered pollution cost or expense" caused by an "accident" that occurred before you acquired or formed the organization.

C. DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS CONDITION

The following paragraph is added to the end of Paragraph A. 2., SECTION IV – BUSINESS AUTO CONDITIONS:

Your obligation to notify us promptly of an "accident", claim, "suit" or "loss" is

satisfied if you send us written notice as soon as practicable after any of your executive officers, directors, partners, insurance managers, legal representatives, or "employees" authorized by you to give or receive notices becomes aware of or should have become aware of such "accident", claim, "suit" or "loss".

If you report an "accident" or "loss" to your workers compensation insurer which later becomes a claim under this coverage part, failure to report such "accident" or "loss" to us at the time of the "accident" or "loss" will not be considered a violation of this Condition, if you notify us as soon as practicable when you become aware that the "accident" or "loss" has become a liability claim.

D. UNINTENTIONAL FAILURE TO DISCLOSE ALL HAZARDS

The following paragraph is added to Paragraph B. of SECTION IV – BUSINESS AUTO CONDITIONS:

Based on our reliance on your representations of existing hazards, if you unintentionally fail to disclose all such hazards prior to the beginning of the policy period of this Coverage Part, we shall not deny coverage under this Coverage Part because of such failure.

E. RESULTANT MENTAL ANGUISH

The definition of "bodily injury" is SECTION V- DEFINITIONS is replaced by the following"

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death resulting from any of these.

F. AMENDMENT OF FELLOW EMPLOYEE LIABILITY EXCLUSION

The Fellow Employee Exclusion contained in Section II – Covered Autos Liability Coverage does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire. The insurance granted under this provision is excess over any other collectible insurance

G. EMPLOYEES AS INSUREDS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

H. EMPLOYEES HIRED AUTOS

The following is added to the SECTION II –COVERED AUTOS LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured provision:

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

SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions, 5.b. Other Insurance is replaced by the following:

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

1. Any covered "auto" you lease, hire, rent or borrow; and
2. Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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

I. INCREASED BAIL BONDS AND LOSS OF EARNINGS

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

1. Replace the $2,000 limit for cost of bail bonds with $5,000 in paragraph (2); and
2. Replace the $250 a day limit for reasonable expenses including actual loss of earnings with $500 a day in paragraph (4).

J. INCREASED TRANSPORTATION EXPENSE – TOTAL THEFT OF A COVERED AUTO

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, a. Transportation Expenses, is amended by replacing $20 per day with $60 per day, and the $600 maximum with $1,800 maximum.

This extension applies to all covered "autos" with a Gross Vehicle Weight of less than 10,001 pounds.

K. INCREASED LOSS OF USE EXPENSES

SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions, b. Loss Of Use Expenses, is amended by replacing $20 per day with $60 per day, and the $600 maximum with $1,800 maximum.

L. ACCIDENTAL DISCHARGE OF AIRBAG COVERAGE

The following is added to Exclusion B.3.a. of SECTION III – PHYSICAL DAMAGE COVERAGE:

However, this exclusion does not apply to the accidental discharge of an airbag.

M. GLASS REPAIR DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

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

N. COLLISION DEDUCTIBLE WAIVER

The following is added to paragraph D. of SECTION III – PHYSICAL DAMAGE COVERAGE:

When a covered "auto" insured for Collision coverage under this policy collides with another "auto" we insure, the Collision deductible applicable to the covered "auto" or "autos" insured under this policy shall not apply.

O. INCREASED LIMIT FOR ELECTRONIC EQUIPMENT

Section III PHYSICAL DAMAGE COVERAGE C.1. b. is amended by replacing the $1,000 with $2,500.

P. TOWING

SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing, is replaced by replacing the following:

2. Towing

We will pay up to $75 for towing and labor costs incurred each time an "auto" with a Gross Vehicle Weight of less than 10,001 pounds is disabled if the declarations indicate that either Comprehensive Coverage or Specified Causes of Loss Coverage and Collision Coverage are provided for that "auto".

Q. AUTO LOAN/LEASE GAP COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE:

In the event of a total "loss" to a covered "auto" shown in the Schedule or Declarations, we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

1. Overdue payments and financial penalties associated with those payments as of the date of the "total loss";
2. The carryover, transfer or rollover of a previous outstanding lease or loan

balance from another vehicle to the original lease or loan for the scheduled "auto";

3. The dollar amount of any unrepaired damage which occurred prior to the total "loss" of the scheduled "auto";
4. All refunds paid or payable to you as a result of the early termination of the lease of loan agreement or, to the extent financed, as a result of the early termination of any warranty or extended service agreement on the scheduled "auto";
5. Financial penalties imposed under a lease agreement for high mileage, excessive use or abnormal wear and tear;
6. Nonrefundable security deposits; and
7. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.

The following is added to paragraph A. Loss Conditions of SECTION IV – BUSINESS AUTO CONDITIONS:

Lease/Loan Gap Coverage shall apply to the remaining term of the original lease or loan agreement written on the scheduled "auto" at the time of total "loss".

R. PERSONAL EFFECTS COVERAGE

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

c. Personal Effects

We will pay up to $500 for "loss" to personal effects which are:

(1) owned by an "insured"; and

(2) in or on a covered "auto".

This coverage applies only in the event of a total theft of a covered "auto". No deductible applies to this coverage. Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment are not considered personal effects.

S. LOCKSMITH SERVICES

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

d. Locksmith Services

We will pay up to $100 for necessary locksmith services incurred because keys to a covered "auto" have been lost, stolen or damaged. No deductible applies to this coverage.

T. TAPES, RECORDS AND DISCS COVERAGE

Exclusion B.4.a. of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply.

The following is added to SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions:

e. Tapes, Records And Discs Coverage

Under Comprehensive Coverage we will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

(1) Are your property or that of a family member or employee

(2) Are in a covered "auto" at the time of "loss".

The most we will pay for "loss" is $200.

U. HIRED AUTO PHYSICAL DAMAGE

If hired "autos" are covered "autos" for Covered Autos Liability Coverage, then

Comprehensive and Collision coverages are extended to an "auto" you lease, hire, rent, or borrow subject to the following:

1. The most we will pay for "loss" to any leased, hired, rented, or borrowed "auto" is the Actual Cash Value or the cost to repair the "auto", whichever is smallest.
2. The deductible for Hired Auto Physical Damage will be equal to the largest deductible applicable to any owned "auto" scheduled on this policy for that coverage. No deductible applies to loss by fire or lightning.
3. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Comprehensive Coverage, and if no owned "auto" scheduled on this policy is insured for Comprehensive Coverage, a $100 deductible will apply to the "loss".
4. If the "loss" to the leased, hired, rented, or borrowed "auto" is covered by Collision Coverage, and if no owned "auto" scheduled on this policy is insured for Collision Coverage, a $1,000 deductible will apply for the "loss".

V. HIRED PRIVATE PASSENGER AUTOS AND LIGHT TRUCKS – WORLDWIDE COVERAGE

Paragraph b. 7.5.(1) of Section IV – BUSINESS AUTO CONDITIONS – Policy Period, Coverage Territory is replaced by the following:

Anywhere in the world if a covered "auto" of the private passenger type or a light truck with Gross Vehicle Weight less than 10,001 pounds is leased, hired, rented or borrowed without a driver for a period of 30 days or less.

W. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

The following is added to Section IV – BUSINESS AUTO CONDITIONS A.5. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against any person or organization to the extent required of you under a written contract executed prior to any "accident" or "loss", provided the "accident" or "loss" arises out of operations contemplated by such contract. This waiver applies only to the person or organization designated in such contract.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

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

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

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

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August 27, 2026
Item No. 7.7.
Chapter 40, "Utilities," relating to utility meters

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance amendment to Chapter 40, "Utilities," relating to utility meters, Code of Ordinances, of the City of College Station, Texas,

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends the City Council approve the ordinance amending certain sections of Chapter 40, relating to utility meters, Code of Ordinances of the City of College Station, Texas

Summary: The City has been updating its reporting classifications related to utilities to allow for more specific data related to multi-family housing and utility charges. This ordinance amends Chapter 40-1 to provide for a more consistent multi-family definition, consistent application of Section 40-2 related to fines, penalties and charges and Section 40-8 related to meter access and standard meter. By providing more consistent definitions and application of utility fees, the City hopes to improve both data collection and services.

Budget & Financial Summary: Fines related to failure to provide meter access are updated in Article II, Water and Sewer Service Sec. 40-63 of the FY2027 Fee Resolution.

Attachments:
1. CH 40-1_40-2_40-8 Water Meter Access Ord Amend

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 40, "UTILITIES," ARTICLE I, "IN GENERAL," SECTIONS 40-1, 40-2, AND 40-8 OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO UTILITY METERS; 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 40, "Utilities," Article I, "In General," Sections 40-1, 40-2, and 40-8** of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibits "A", "B",** and **"C"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

EXHIBIT "A"

That **Chapter 40, "Utilities," Article I, "In General," Section 40-1,** of the Code of Ordinances of the City of College Station, Texas, is hereby amended by adding to the definitions list in the appropriate alphabetical order, the below new term:

Sec. 40-1. - Definitions.

Multi-Family: A structure providing three (3) or more dwelling units on a single lot or building plot. Condominiums are included in this definition.

EXHIBIT "B"

That **Chapter 40, "Utilities," Article I, "In General," Section 40-2,** of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 40-2. - Fines, penalties and charges.

(a) Any customer or person who violates or fails to comply with a provision of this chapter shall be punished as provided in Section 1-7.

(b) In addition to any criminal or civil fines or penalties a customer or person is subject to all actual costs, including but not limited to administrative, time, labor, equipment, materials, engineering and contractor fees the City incurs for remediation of the damage caused by a failure to comply or a violation of this chapter, including meter tampering and access. Any civil fines, fees or charges related to this Chapter are established in Section 2-117.

(c) A customer or person is subject to all reconnect fees, including fees related to violations, failing to comply or meter tampering violations, if any utility service is disconnected because of a failure to comply or a violation.

EXHIBIT "C"

That **Chapter 40, "Utilities," Article I, "In General," Section 40-8,** of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 40-8. - Meter Access and Standard Meter.

(a) ***Adequate Access.*** The provision of utilities is a contract entered into by the City and its customers. The customer shall provide access to meters for reading and service; and in view of that fact, no authorized City representative shall be denied access to meters. Adequate access is a condition precedent to the receipt of utility service from the City. Access is also a requirement of continued service. Failure to provide access shall be the basis for termination of service and a violation of this ordinance subject to fines and fees. For the purposes of this section, the term "adequate access" is defined as any of the following:

- **i.** The ability of an authorized City representative to physically access a meter without visual aid or without the presence of the customer;
- **ii.** Not enclosing the meter within a fence or other barrier without available means of direct access, and by not enclosing the meter within any structure;
- **iii.** Adequate access also requires the authorized City representative to be able to get to a meter without threat of bodily injury or by harboring aggressive, dangerous, or threatening animals in the meter's vicinity; or
- **iv.** Any other fact, circumstance, or situation, in the City's sole reasonable determination, that prevents physical access to a meter.

(b) ***Failure to Provide Access.*** It is a violation of this ordinance if an authorized City representative determines that there is not adequate access to a meter. The representative will notify the property owner by tagging the door of the premises for purposes of termination of services. The representative will tag the premises no more than on three separate occasions. Utility usage will be estimated during these billing periods. On the fourth occasion if access is denied, the City will notify the customer in writing, by certified letter, giving the customer ten days to provide access. Failure to come into compliance within the ten-day period shall be grounds for termination of service. If the customer has not come into compliance within ten days, the customer will be charged the actual cost of disconnection and reconnection of service, whether or not service is actually terminated.

(c) ***Standard Meter***. The City will prescribe and install at its sole discretion, the type, brand, and model of utility meter as a condition of utility service. The utility meter is the City's property and not the customers. No person or customer may option out of the City's standard meter for any utility. If a person or customer refuses the City's standard meter the City will not provide utility service.

(d) ***Violation***. It shall be unlawful for any person to deny access to a meter or fail to provide adequate access to a meter. A violation of any portion or provision of this section shall

constitute prima facie evidence against the person having subscribed for utility service or the person having the care, custody, control, or management of the building, room, or place for which such utility service subscription is made.

August 27, 2026
Item No. 7.8.
Lease Agreement with St. Mary Catholic Church

Sponsor: Mike Pavelka, Deputy Chief of Police

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an amendment to the lease agreement for office space with St. Mary's Catholic Church to increase the term of the agreement and increase total cost to $105,156.

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Staff respectfully recommends approving the amendment to the lease agreement.

Summary: In 2013, the City of College Station entered into a lease agreement with St. Mary Catholic Church for approximately 2,000 square feet of space located at 505 Church Ave. This space has been used since that time by the CSTEP Unit for office and storage purposes. Since the original agreement, two amendments have been made to adjust rental terms and rates.

This proposed amendment likewise extends the lease terms and updates the rental rate. Beginning October 1, 2026, the monthly rate would be adjusted to $1,650, with an approximate 3% increase each year thereafter, concluding the term on September 30, 2031. The total cost of the contract for this five-year period would be $105,156.

Budget & Financial Summary: Funds are available and budgeted in the General Fund.

Attachments:
1. Third Amendment St Marys Lease Partially Executed

Third Amendment
To Lease of Premises on Parish Property
Catholic Diocese of Austin
St. Mary Catholic Church – College Station, Texas

Date: 7/17/2026, 2026

Lease

Landlord: (as stated in lease): Most Reverend Joe S. Vasquez, Bishop of the Catholic Diocese of Austin, and his successors in office

Tenant: The City of College Station – Police Department

Leased Premises: Approximately two thousand (2,000) square feet of a building at 505 Church Avenue, College Station, Brazos County, Texas and which is depicted on Exhibit A and Exhibit B attached to the lease between Landlord and Tenant.

Commencement Date: (as stated in lease): October 13, 2013

Expiration Date: (as amended): September 30, 2026

Prior Amendments: First Amendment effective October 1, 2015 and Second Amendment effective October 1, 2023

Effective October 1, 2026, Landlord and Tenant amend the lease as follows:

(a) The name of Landlord in Paragraph 1 of the lease is changed to:

St. Mary Catholic Church – College Station, Texas, a Texas nonprofit, religious corporation, dba St. Mary Catholic Center.

(b) Paragraph 3 of the lease is struck in its entirety and the following is substituted:

3. TERM AND AUTOMATIC RENEWAL:

A. Term. The term of this lease commences on October 1, 2013 (Commencement Date) and ends on September 30, 2031 (Expiration Date). Either party may terminate this lease with or without cause at any time before the Expiration Date by providing written notice to the other party of its intent to terminate the lease that specifies a date of termination not less than 90 days after the date the written notice is delivered to the other party.

B. Automatic Renewal. This lease automatically renews on a month-to-month basis unless either party provides the other party written notice of termination not less than 30 days before the Expiration Date. If this lease renews on a month-to-month basis, it will continue to renew on a month-to-month basis until a party provides at least 30 days written notice to the other party that it will not renew.

(c) Paragraph 4A, as amended, is struck in its entirety and the following is substituted:

A. Rent. Tenant will pay Landlord monthly rent in the following amounts on or before the first day of each month during the term of the lease:
(1) $1,650.00 beginning on October 1, 2026 through September 30, 2027;
(2) $1,700.00 beginning on October 1, 2027 through September 30, 2028;
(3) $1,751.00 beginning on October 1, 2028 through September 30, 2029;
(4) $1,804.00 beginning on October 1, 2029 through September 30, 2030; and
(5) $1,858.00 beginning on October 1, 2030 through September 30, 2031.

(d) The name of the individual identified in Paragraph 4D of the lease is changed to:

Travis Kohnert, Executive Director of Operations

(e) Paragraph 9 of the lease is struck in its entirety and the following is substituted:

9. USE: Tenant may use the leased premises for the following purpose and no other: for the operations of the College Station Police Department's Northgate Entertainment District's Task Force, including but not limited to general office use, meeting rooms, and a bicycle storage shop.

(f) Paragraph 32 of the lease is struck in its entirety and the following is substituted:

23. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, sent by email, or sent by overnight courier to:

Tenant to: Attn: Adam Falco
Address: 2611 Texas Avenue, College Station, TX 77840
Email:afalco@cstx.gov

Landlord to: Attn: Travis Kohnert
Address: 603 Church Avenue, College Station, TX 77840
Email: tkohnert@aggiecatholic.org

All other provisions of the lease and amendments to the lease remain in effect and without change.

NOTICE AND ACKNOWLEDGEMENT.

Landlord discloses the following to Tenant and Tenant acknowledges the following:
(a) effective September 18, 2025 Most Reverend Daniel E. Garcia succeeded Most Reverend Joe S. Vásquez as Bishop of the Catholic Diocese Austin and as the named Landlord under the lease;
(b) Most Reverend Daniel E. Garcia and his predecessors held the property on which the leased premises are located (the "Property") for the benefit of St. Mary Catholic Church – College Station, Texas ("St. Mary"), since the time the Property was first acquired for the benefit of St. Mary;
(c) recently, Most Reverend Daniel E. Garcia conveyed legal title of the Property to St. Mary subject to the conditions, rights, restrictions, and required permissions set forth in the deed conveying legal title of the Property to St. Mary; and
(d) the deed conveying legal title of the Property has been executed and accepted, and is awaiting recordation.

[Signatures on following Page]

LANDLORD:
St. Mary Catholic Church – College Station, Texas

By:_____
Reverend Will Straten, Pastor

Date: 7/17/2026

TENANT:
City of College Station – Police Department

By:_____
City Manager

Date:_____

APPROVED:

_____
Very Reverend Thomas J. Reitmeyer, Vicar General of the Catholic Diocese of Austin and for Most Reverend Daniel E. Garcia, Bishop of the Catholic Diocese of Austin

Date: 07/15/2026

APPROVED:

_____
City Attorney

Date:_____

_____
Assistant City Manager/CFO

Date:_____

August 27, 2026
Item No. 7.9.
Dispatch Radio Consoles Purchase

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action to purchase two radio dispatch consoles from Motorola Solutions for an amount not to exceed $213,693.17.

Relationship to Strategic Goals:

- Good Governance
- Core Services and Infrastructure
- Sustainable City

Recommendation(s): CIO recommends approval for the purchase of 2 radio consoles for an amount not to exceed $213,693.17.

Summary: To ensure our Public Safety Dispatch remains responsive and resilient as College Station grows, we are proposing the purchase of two additional radio dispatch consoles. This investment will expand our dispatch capacity from five to seven positions, directly addressing the increased demand brought on by population growth and citywide activities. By strengthening our dispatch infrastructure, we are proactively supporting public safety, maintaining high service standards, and aligning with our strategic goals of good governance, core services, and sustainable city development. Approval of this purchase will help us meet the evolving needs of our community and ensure reliable emergency communications.

Budget & Financial Summary: Funding is through the Citywide Radio Replacement project (CO2501) for the one-time purchase of the equipment. The proposal was provided under the Texas Department of Information Resources Agreement (DIR-CPO-5433).

Attachments:
1. 26300532--AD (CC8.27.26)

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 26300532 PROJECT#: CO2501 BID/RFP/RFQ#: N/A

Project Name / Contract Description: Two AXS Console Additions

Name of Contractor: Motorola Solutions, Inc.

CONTRACT TOTAL VALUE: $ 213,693.17 **Grant Funded** Yes ☐ No ■
If yes, what is the grant number: ☐

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

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

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

Vendor is on the DIR contract number DIR-CPO-5433

Funding in Project CO2501

CRC Approval Date*: 4/17/2026 *(If required)** **Council Approval Date*:** 8/27/2026 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Sam Rivera — 8/4/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 8/4/2026
ASST CITY MGR – CFO — DATE

Aaron Longoria — 8/4/2026
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

__Original(s) sent to CSO on _____ Scanned into Laserfiche on _____ ____Original(s) sent to Fiscal on _____

TECHNOLOGY SERVICES CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and **Motorola Solutions, Inc.**, (the "Consultant"), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I
SCOPE OF SERVICE

1.01 The contract being the Texas Department of Information Resources Agreement (DIR-CPO-5433), its Exhibits, and applicable Addenda ("DIR Contract") is incorporated by reference into the terms and conditions of this Contract, and in the event of conflict between the terms of this Contract and the DIR Contract, the DIR Contract shall govern.

1.02 This Contract is for Two AXS Dispatch Consoles and associated Training and Services (the "Project"). The scope and details of the work to be provided to the City by Consultant for the Project are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference (the "Work"). Consultant agrees to perform or cause the performance of all the work described in **Exhibit "A."**

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

ARTICLE II
PAYMENT

2.01 The total amount of payment, including reimbursements, by the City to Consultant for all Work to be performed under this Contract may not, under any circumstances, exceed **Two Hundred Thirteen Thousand Six Hundred Ninety-Three and 17/100 Dollars ($213,693.17)**.

ARTICLE III
CHANGE ORDERS

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

(a) When the original Contract amount plus all change orders is $100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than $100,000. For such contracts, when a change order results in a total contract amount that exceeds $100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

(b) When the original contract amount plus all change orders is greater than $100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed $50,000 and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds $50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding $50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council; and

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

ARTICLE IV
TIME OF PERFORMANCE

4.01 Except as provided in Article XI hereinbelow, the term of this Contract shall be for four (4) years from the effective date of this Contract. Any renewal must be in writing and executed by the parties. If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

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

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

ARTICLE V
INDEPENDENT CONTRACTOR AND NONSOLICITATION

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

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

ARTICLE VI
AUTHORIZATION

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

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

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

ARTICLE VII
WARRANTY

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

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

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

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

ARTICLE VIII
INDEMNIFICATION AND RELEASE

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

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

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

ARTICLE IX
INSURANCE

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

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

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

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

officials, agents, employees, or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative within ten (10) days after the execution of this Contract, on the most current State of Texas Department of Insurance-approved forms and approved by the City *before* work commences.

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

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

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

(b) Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.

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

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

(e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:

i. The licensed insurance company is authorized to do business in the State of Texas

ii. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO

iii. All endorsements and coverages are included according to the requirements of this Contract

iv. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

(f) The City of College Station, its officials, agents, employees, and volunteers are to be named as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, agents, employees, and volunteers.

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

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

(b) Minimum limits of liability of $1,000,000 per occurrence per project with a $2,000,000 annual aggregate limit.

(c) Coverage shall be at least as broad as Insurance Service's Office (ISO) Number CG 00 01.

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

(e) The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein); and Host Liquor Liability.

(f) The City shall be named as Additional Insured and policies endorsed to waive rights of subrogation and to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

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

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

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

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

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

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

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

(b) "Texas Waiver of Our Right to Recover from Others Endorsement, WC 42 03 04" shall be included in this policy.

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

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

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

(b) Minimum limits of liability of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000 unless otherwise agreed in writing by both parties. Financial statements shall be furnished to the City upon request.

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

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

(a) Event Management;

(b) Unauthorized Access/use;

(c) Computer Virus;

(d) Denial of Service Attack;

(e) Libel, Cyber-libel, Slander, Product Disparagement;

(f) Violation of Right of Privacy;

(g) Regulatory Costs;

(h) Privacy Costs- Privacy Injury and Identity Theft;

(i) Programming Errors & Omissions Liability;

(j) Replacement or Restoration of Electronic Data (First Person);

(k) Extortion Threats;

(l) Business Income and Extra Expense (to $1 million);

(m) Public Relations Expense; and

(n) Security Breach Expense.

ARTICLE X
TECHNOLOGY REQUIREMENTS

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

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

i. Data Classification and privacy;

ii. Security training and awareness;

iii. Systems administration, patching and configuration;

iv. Incident response;

v. Managing workstations, mobile devices, and antivirus applications;

vi. Backups, disaster recovery and business partners and contractors;

vii. Audit and testing schedules;

viii. Requirements for third-party business partners and contractors;

ix. Compliance with information security or privacy laws, rules, regulations, or standards;

x. Evidence of background checks that support security of sensitive or confidential information;

xi. Disclosure of previous data breaches; and

xii. Any other relevant information regarding security policies or procedures.

(b) **Industry Best Practices.** Consultant must provide all services using the best commercially-available security technology and techniques according to industry best practices and standards; the City's security standards, policies and procedures including those relating to fraud prevention and detection and any other inappropriate system and network use or access, including:

i. Providing secure (SSL, HTTPS, or similar) access to all levels of users as defined by the City via the internet;

ii. Having controls meeting applicable laws and the latest Framework for Improving Critical Infrastructure Cyber security from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;

iii. Completely testing and applying patches for hardware bios/firmware, bare metal operating systems (e.g., VMware ESXi), virtualized server operating systems, and software products before release; and

iv. Having all servers providing work to the City solely physically located within the continental United States of America. Contractor must house all

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

(c) Data Breach.

i. **Notice.** Consultant must immediately notify the City by telephone and email no later than twenty-four (24) hours if there is a reasonable probability of a data security incident. Consultant must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Consultant must:

1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;
2. Promptly implement necessary remedial measures; and
3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to make changes in business practices in providing the work, if necessary.

ii. Consultant Agreement Breach. If a data breach results from Consultant's breach of the Contract, Consultant must:

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

(d) Preventive Security Procedures. Consultant must:

i. Provide on-going software updates as they become available complying with the defined maintenance windows. The Consultant must completely test updates; including any bug fixes, patches, and other improvements;

ii. Monitor system and error logs and perform preventive maintenance to minimize and predict system problems, including initiating and completing an appropriate response;

iii. Conduct a third-party independent security/vulnerability assessment at its own expense at least annually and submit the results of such assessment to the City;

iv. Agree to third-party application and vulnerability security scans and schedules;

v. Comply with the City's directions/resolutions to remediate security/vulnerability assessment results aligning with City Security Vulnerability Assessment Standards;

vi. Limit logical and physical access to all system components and provide access only to those individuals with a business need for work provided. Individuals who have access to systems and data must have a criminal background check;

vii. Annually audit the data center through an independent third-party auditor. Audit results must form part of the Consultant's applicable Service Organization Control (SOC) report. The audit results must comply with industry standard controls for data security and disaster recovery that the Consultant shall report to the City in writing; and

viii. Take all necessary measures to protect the data and encryption keys including, but not limited to the off-site servers daily backup according to industry best practices and encryption techniques.

(e) Disaster Recovery. Consultant must comply with any and all City disaster recovery and resiliency protocols to prevent system interruption. In the event of system breach, Consultant shall notify the City and restore the system within twenty-four (24) hours from discovery of breach.

(f) Closeout.

i. Agreement Expiration. When the Agreement term expires or terminates, and at any other time at the City's written request, Consultant must promptly return to the City all intellectual and physical property subject to the Agreement including, but not limited to system configuration data and information in file or document formats in the Contractor's possession or control.

ii. Access. The City will have access to export and retrieve its data for no less than ninety (90) days after the Agreement expiration or termination date. The City must be able to access its data at any time during the Agreement term in a readily readable, structured, and documented format, such as CSV-format or some other standard format offered by the Consultant. The Consultant must provide the City transition work after Agreement expiration or termination at Consultant's then-current and generally-charged hourly rates.

iii. Data Removal. At the City's request upon Agreement expiration or termination, the Consultant must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data

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

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

(a) Requirements: Contract must:

i. Provide the City with its security architecture. The security architecture must at a minimum meet applicable laws and the latest Cybersecurity Framework for Improving Critical Infrastructure from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;

ii. Have data access limited to only required support service;

iii. Evidence of background checks that support security of the City's sensitive or confidential information;

iv. Notify the City within twenty-four (24) hours when any patches resulting from security vulnerability and threats become available;

v. Provide City with all applicable security assessments, audits and certifications related to system security annually;

vi. Train City staff on security-related procedures regarding system operation and maintenance; and

vii. Take all necessary measures to protect the City's data and data encryption when applicable.

(b) Data Breach.

i. **Notice.** Consultant must immediately notify the City by telephone and email no later than twenty-four (24) hours if there is a reasonable probability of a data security incident. Consultant must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Consultant must:

1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;

2. Promptly implement necessary remedial measures; and

3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to change business practices in providing the work, if necessary.

ii. **Consultant Agreement Breach.** If a data breach results from Consultant's breach of this Agreement, Consultant must:

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

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

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

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

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

ARTICLE XI
TERMINATION

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

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

ARTICLE XII
MISCELLANEOUS TERMS

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

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

CITY:

City of College Station

Attn: Sam Rivera

P.O. Box 9960

College Station, Texas 77842

srivera@cstx.gov

CONSULTANT:

Motorola Solutions Inc.

Attn: Chris Mattheiu

500 W. Monroe St., Ste. 4400

Chicago, IL 60661-3781

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

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

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

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

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

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

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

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

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

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

(a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Consultant verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;

(b) Boycott Firearms. If this Contract is for goods and services subject to § 2274.002 Texas Government Code, Consultant verifies that it i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm

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

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

List of Exhibits

A. Scope of Work
B. Payment Schedule

MOTOROLA SOLUTIONS, INC.

By: Chris Matthieu

Printed Name: Chris Matthieu

Title: Area Sales Manager

Date 8/3/2026

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

Aaron Longoria

City Attorney

Date: 8/4/2026

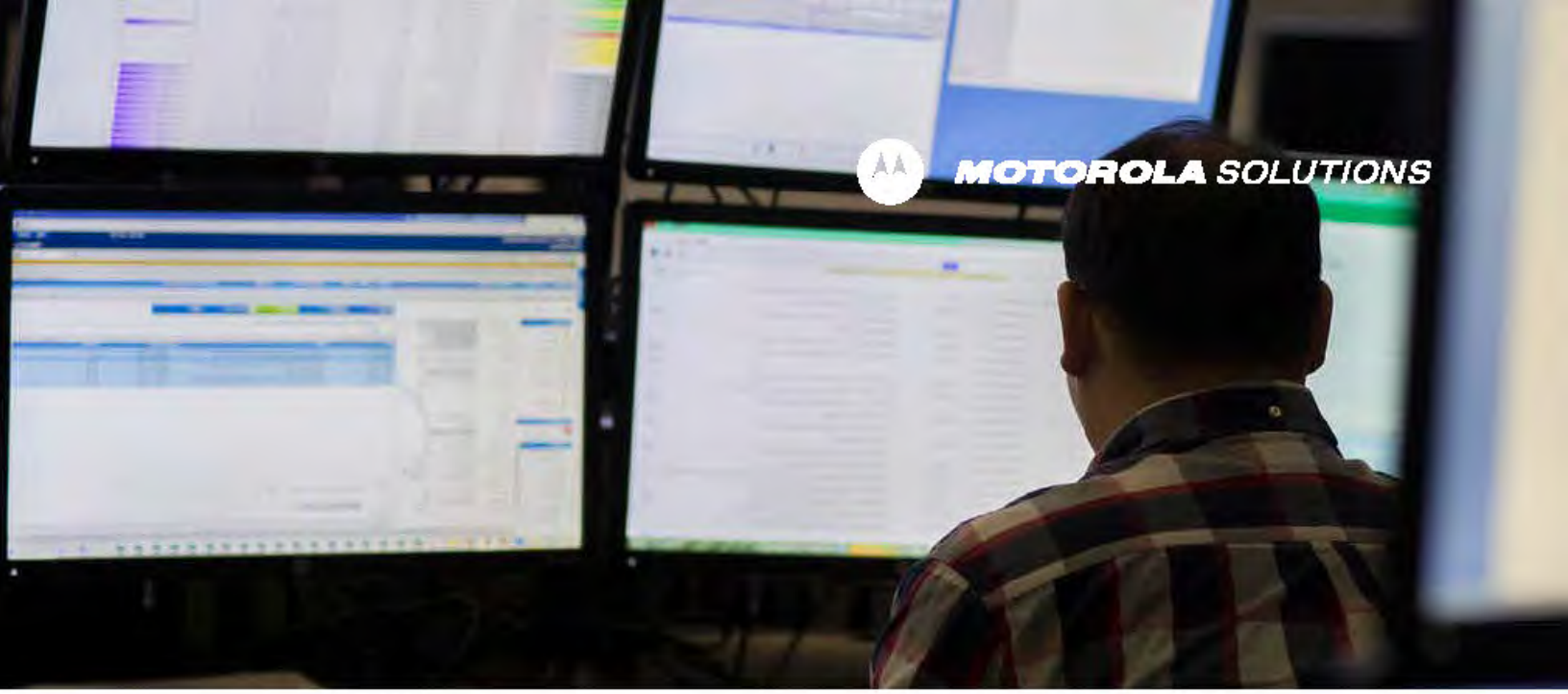
Assistant City Manager/CFO

Date: 8/4/2026

Exhibit A
Scope of Work

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

The proposal is based upon and solely subject to the terms and conditions of the Texas Department of Information Resources Agreement (DIR-CPO-5433), its Exhibits, and applicable Addenda.



Firm Proposal

City of College Station, Texas.

Two AXS Console Addition

July 27, 2026

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Section 1

P25 AXS Console Addition

1.1 Introduction

Motorola Solutions, Inc. (Motorola Solutions), is pleased to submit this firm proposal that meets or exceeds all key operational requirements for City of College Station. The proposed solution for City of College Station is AXS Dispatch Consoles connecting to the TxWARN core.

Motorola Solutions specializes in manufacturing, installing, and designing mission critical solutions. Our internal methodologies and processes have been developed and optimized to support these activities. We continually refine our approach, which has been used to provide and maintain thousands of LMR solutions and millions of subscriber radios for public safety agencies across North America and around the world.

Each year, our company manufactures and fields thousands of secure wireless communications solutions and mission critical subscribers. It takes a dedicated and experienced team to make this happen. A team of engineers, project management professionals, and lifecycle service professionals share their focus in delivering mission critical, secure, wireless communication systems that exceed customer expectations.

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1.2 Technical Description

Motorola Solutions is pleased to provide the City of College Station a proposal for a two (2) AXS console positions addition to the current dispatch center.

The proposal for a mission critical wireline dispatch solution for two (2) AXS dispatch consoles. The consoles will be installed in the existing dispatch area. A set of spares is included. As an option, Motorola has included the maintenance and SUA out years for the proposed equipment.

No new logger or interface to existing logger is included in this proposal. Motorola designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides College Station with sophisticated network management and easy migration to future capabilities.

The proposed system builds upon Motorola Solution's ASTRO 25 architecture by combining the open standards of Project 25 (P25) with distributed architecture and IP-based addressing. The system will provide City of College Station with reliable voice communications on a future-ready platform.

1.2.1 CommandCentral AXS

CommandCentral AXS integrates multiple dispatch center technologies into a single, streamlined view, making operations more efficient in emergencies. Resources are accessible with an intuitive, highly configurable browser-based GUI. Dispatchers will receive an expansive feature set, a mission-critical IP network for transporting information and calls throughout the system, and robust integration capabilities with other dispatch center technologies. This solution reduces operating costs and provides a smaller physical footprint in the command center without compromising on features or reliability.

Figure 2-1: One Screen, All the Resources User

CommandCentral AXS improves the efficiency and operation of dispatchers in the following ways:

- Next Generation Dispatch Experience — Responds to touch, type, or click, and includes extensive customization options, flexible deployment configurations, and simple scalability.

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- Secure Access — Meets industry standards, using OpenID Connect to authenticate users, so only authorized users can access the console, administration, and service tools.
- Secure Operation — Communications from the console are protected with robust encryption.
- Easy Update — Simplifies keeping up-to-date with new features, fixes, and security updates via download (with valid subscription). A flexible process can fit updates around work schedules.
- Purpose-Built Accessories — Enhances the dispatch experience with accessories designed and tested for industry-leading performance and reliability.
- Cybersecurity — The CommandCentral AXS Dispatch Console is continually tested against the latest US Federal Government cybersecurity guidelines. Test results are analyzed and appropriate mitigation measures are identified and incorporated into the console.
- Reliability/Availability — The AXS console continuously monitors software processes and hardware elements and in the event of failure will rapidly restart failed software processes or launch replacement services on the remaining healthy hardware elements.

This combination of seamless communications, modern architecture, and advanced integration capabilities enables the CommandCentral AXS solution to scale and evolve as needs change over time.

DEPLOYMENT OPTIONS

CommandCentral AXS offers flexible deployment options by providing P25 compliant features and integrations.

Table: CommandCentral AXS Features Per Platform

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P25 Trunking	P25 Conventional	MDC 1200	Analog Conventional
-PTT Calls -Talk Group Calls -Individual, Announcement, Agency Group Calls -Secure Calls -Radio Unit ID and Alias -Emergency Call and Alarm -Call Alert -Repeat On/Off -Tactical/Normal -Radio Status Display -Remote Unit Monitor	-PTT Calls -Voice Selective Calls -Secure Calls -Radio Unit ID and Alias -Emergency Call and Alarm -Call Alert -Repeat On/Off -Frequency Select -PL Select -Mute Second Receiver -Wild Card -Radio Status Request, Display -Radio Message Display -Radio Enable/Disable -Radio Check -Remote Unit Monitor	-PTT Calls -Voice Selective Calls -Secure Calls -Radio Unit ID and Alias -Emergency Call and Alarm -Call Alert -Repeat On/Off -Frequency Select -PL Select -Mute Second Receiver -Wild Card -Radio Status Request, Display -Radio Message Display -Radio Enable/Disable -Radio Check -Remote Unit Monitor	-PTT Calls -Repeat On/Off -Frequency Select -PL Select -Mute Second Receiver -Wildcard

The Table 2-2 titled “Dispatch Locations” outlines the number of consoles and their locations.

Table 2-1: Dispatch Locations

Number of Operator Positions	Location Name
2	College Station Dispatch Center

DISPATCH POSITION CLIENT HARDWARE

The following list describes the components included for each dispatch position in the proposed configuration:

- CommandCentral Hub with internal PC (Mouse and Keyboard).
- Computer Display 22” Touch
- 2 Desktop Speakers.
- 2 Headset Jacks.
- 2 Headsets BaseTop.
- 1 Gooseneck Microphone.
- 2 IRR Speakers.
- Enhanced Integrated Instant Recall Recorder (IRR).

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CORE LICENSES

The following list describes the ASTRO Master Site Core Licenses:

- Two Console OP Licenses.
- One UNC Device License (QTY 10)

SPARES

- One (1) CommandCentral Hub whit internal PC
- One (1) Gooseneck microphone
- Two (2) Dispatch Speakers
- One (1) Headset bases and tops
- Two (2) Headset jacks
- One (1) Footswitch

1.3 Electrical, HVAC, and Equipment Space Requirements

Customer's existing backup power, including UPS and generator, will be used for the back-room equipment in the IT Room.

Motorola requires one (1) 20 Amp Quad outlet for each new console position.

Table 1 – Power Requirements

Equipment	Qty	Unit Power (W)	Unit BTU	Total Power (W)	Total BTU
Dispatch Room					
AXS Command Central Hub	2	180	584	360	1168
Speaker	4	26	86	104	344
Headset Jackbox	4	1	4	4	16
Gooseneck Microphone	2	1	4	2	8
Footswitch	2	1	4	2	8
22" Tech Global, Touch	2	19	62	38	124
Totals OPs				**510**	**1668**

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1.4 Acceptance Test Plan

The proposed solution's system acceptance will occur upon successfully completing a Functional Acceptance Test Plan (FATP), which will test the installed equipment's features, functions, and failure modes. This plan will validate that the City of College Station solution operates according to its design.

An ATP will be provided during the implementation phase of this project. All tests will be performed as described in the ATP and the acceptance test procedures will be mutually approved prior to the start of the acceptance testing. Customer representatives are encouraged to witness this field-testing in order to gain a better understanding of the system and test process.

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1.5 Assumptions and Responsibilities

Motorola Solutions has made the following design and implementation assumptions in the development of this estimate:

- Unless specifically stated otherwise herein, this estimate does not address modifications, upgrades, or repairs to any existing equipment; site civil work; tower construction; or other building installations or renovations that may be required to prepare the sites for equipment installation.
- City of College Station is responsible for providing environmental controls to meet the Heating, Ventilation and Air Conditioning (HVAC) and humidity environments as defined in the Motorola document, Standards and Guidelines for Communication Sites (R56) at the equipment room.
- City of College Station will provide adequate space, grounding and electrical connections for the new Consoles.
- Motorola recommends the customer to provide generator and UPS backup power that are adequately sized to provide backup power for the proposed consoles
- City of College Station will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. The general City of College Station responsibilities include the following:
- Obtain and provide zoning approvals, permits, and lease agreements for all of the proposed sites and locations as required.
- Provide adequate space for the system equipment.
- City of College Station will provide the space and furniture for the new two AXS operator positions.
- Provide site acquisition and development, electrical work, HVAC, grounding systems, provisioning of emergency power systems (e.g. backup generators), cable entry panels, wall penetrations and core drilling, and support equipment for cable runs (e.g. cable tray, ice-bridge, conduit).
- The AXS console location will be within 328ft of the backroom network equipment.
- Any required system interconnections not specifically outlined here will be provided by the City of College Station.
- The customer is responsible for any backhaul connectivity required to interface with the TxWarn Core.
- Where necessary, City of College Station will provide a dedicated delivery point—such as a warehouse—for receipt, inventory, and storage of equipment prior to delivery to the site.
- Training has been included as part of this proposal
- No logging solution is included in this proposal any changes or modification to logging recorded would be a customer responsibility.

- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.

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- The customer will be responsible for obtaining and ILA/MOUs or lease agreements necessary to install or use the AXS console on the TXWARN core.
- The existing antenna and lines will be reused and assumed to be in good working condition.
- It is the understanding of Motorola Solutions that the two existing MCC7500 console operator positions located at the utility dispatch site will be relocated under a separate project. The relocation of those two consoles is not included in this AXS console project.
- Interfacing with any 3rd equipment or application is not included in this proposal.

1.6 Schedule

Below is a high level schedule of tasks with an approximate timeline and order of events.

A final project schedule will be developed based upon mutual agreement between Motorola Solutions and City of College Station at the Detailed Design Review (DDR). The equipment order/ship timeline reflected below is the average lead time for materials. The duration may be impacted by global supply chain shortages.

PROJECT PHASE	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9	Month 10
Design / Order										
Manufacture										
Install FNE										
Program / Config / Optimize										
Testing, Acceptance										
Cut-Over (Go-Live)										
Closeout										

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Section 2

Statement of Work

The document delineates the responsibilities between Motorola and City of College Station as agreed to by contract. The following Statement of Work is for the work described in the sections above. All other work is excluded.

The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m. local time with the exception of Motorola Solutions' and the Customer's holidays.	X	
Deliverable: Completed and approved project milestones throughout the project.		

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Tasks	Motorola Solutions	Customer
Project Kickoff		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Schedule Design Review.	X	X
Deliverable: Completed project kickoff and scheduled Design Review.		
Design Review		
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present installation plan.	X	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	X	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Present equipment layout plans and system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	X	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SITE PREPARATION AND DEVELOPMENT		
Site Planning		

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Tasks	Motorola Solutions	Customer
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.		X
Provide adequate electrical power in proper phase and voltage at sites.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify rooftop to ensure that they are capable of supporting proposed antenna loads as described in the system description, if necessary.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Deliverable: Information and permitting requirements completed at each site.		
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		X
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		X
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		X
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Deliverable: Sites meet physical requirements for equipment installation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	X	

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Tasks	Motorola Solutions	Customer
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide secure location for solution equipment.	X	
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.	X	
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
General Installation		
Deliver solution equipment to installation location.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		X
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	X	
Note any required changes to the installation for inclusion in the “as-built” system documentation.	X	
Deliverable: Equipment installed.		
Console Installation and Configuration		
Provide console furniture and make room for new console installation.		X
Identify circuits for connection to console and a demarcation point located within 25 feet of the console interface.		X

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Tasks	Motorola Solutions	Customer
Connect console to circuit demarcation points.	X	
Install CommandCentral Hub and all associated console equipment at each position.	X	
Install peripheral console equipment in accordance with R56 standards and state/local codes.	X	
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Cutover		
Finalize Cutover Plan.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	X	
Notify the personnel affected by the cutover of the date and time planned for cutover.		X

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Tasks	Motorola Solutions	Customer
Provide ongoing communication with users regarding the project and schedule.	X	X
Cut over users and ensure that user radios are operating on system.	X	
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	
Provide a Customer Support Plan detailing the warranty support associated with the contract equipment.	X	
Participate in the Transition Service/Project Transition Certificate (PTC) process.		X
Deliverable: Service information delivered and approved by Customer		
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system manual on CD or other Customer preferred electronic media. Drawings will be delivered in Adobe PDF format.	X	
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

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Section 3

AXS Training Plan

3.1 Training Overview

Partnering with Motorola Solutions will enable the City of College Station to build personnel competency and maximize return on investment.

Effective training ensures successful implementation and use of your communications system by all personnel for the life of the system. The training plan furnished to the City of College Station is comprised of targeted coursework developed and delivered by our expert instructors. This plan, included below, will effectively provide the City of College Station's personnel with a comprehensive understanding of the proposed system and user equipment.

We will collaborate with the City of College Station to tailor a final training plan to enable the City of College Station's organization to operate, configure, and manage the proposed solution effectively and efficiently.

3.2 Motorola Solutions Training

Motorola Solutions provides an expanding portfolio of training delivery methods, tools, and courses to support the training needs of our customers. The figure below shows the elements of our training methodology that qualify us as the leader in the communications training industry.

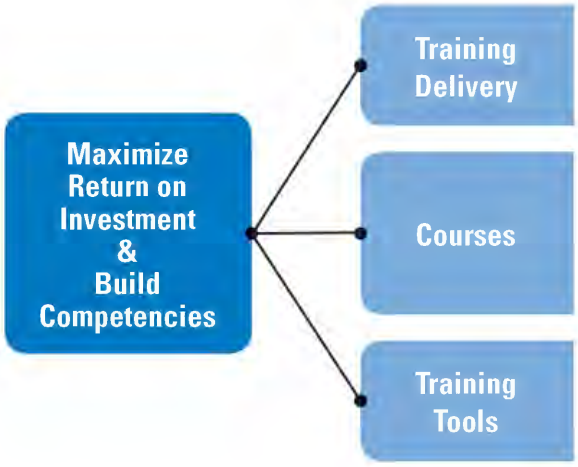

Figure 1-1: Build the competencies of the City of College Station personnel and maximize your return on investment with Motorola Solutions' expanding portfolio of training delivery methods, tools, and courses.

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3.2.1 Training Delivery

Training Methods

Motorola Solutions' training experience and expertise enables our customers to gain the training they need to use during critical times in a variety of methods. As shown in the figure below, we offer three interactive methods of training: Online Self-Paced, Virtual Instructor-Led, and Instructor-Led.

Figure 1-2: Motorola Solutions offers a variety of interactive training methods that cater to different learning techniques, allowing more effective ways to give personnel the skills they need.

These training approaches ensure our customers receive the understanding they need for the practical aspects of their jobs.

Delivery Options

Field

Field class delivery is "tailored" to the customer's specific system. We are providing classes which are not offered as standard "Open Resident" classes at our training facilities. The students benefit from working on their own systems, at their home location and within their schedules.

Motorola Facility

Resident classes are open to all Motorola customers, seating is based on availability, and participant guides and required pre-work when applicable are included in the tuition. These courses are comprehensive and are not tailored to any one customer's system. Students benefit from other students' experiences and are allowed to take systems out of service. These courses provide optimal "hands-on" training.

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Motorola Facility Closed Sessions-Customer Specific

Special Resident classes are closed sessions for a particular Motorola Solutions customer. The customer is essentially renting the classroom. These courses are tailored to the customer's system as much as possible. The instructor will require the customer's system diagrams prior to the class taking place. The students will receive their ASTRO 25 IV&D manuals on CD-ROM and hard copy participant guides. Class manuals, participant guides, and required pre-work are included in the pricing of the class per student. The students are allowed to take systems out of service, which provides optimal "hands-on" training.

Motorola Solutions Instructors

We have approximately 40 instructor resources distributed across North America. These instructors are available to train customers in our Technical Training Center located in Schaumburg, Illinois, while specific training courses are available at our facility in Plantation, Florida. Training can also be delivered directly on-site at customer locations. All instructors undergo an Instructional Skills and Technical Knowledge Program, which is a globally-recognized training and instructor assessment program.

Consultative Services

Motorola Solutions provides consultative services for our customers, which includes personalized training plans and other training-related services. Our dedicated training consultant team works with our customers and Motorola Solutions account teams to identify and meet the training needs of technical, administrative end users, and other audiences.

3.2.2 Training Courses

Motorola Solutions offers a wide range of training courses to help our customers improve their proficiency with our expanding portfolio and get the most from their training system.

Our specialized courses/curriculums are designed for our customers' role. Whether they are an administrator, technician or user, Motorola Solutions makes sure our customers are equipped with foundational and advances skills.

General overviews of product and/or solution training offered are listed below:

Console Training Courses

Console Training provides participants with a curriculum that will enable them to obtain a high-level understanding of the system configuration, general console operation, how to perform basic tasks, operating procedures for specific features, and the knowledge and skills necessary to manage and maintain the system.

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3.2.3 Training Tools

Training Kits

Training kits are essential suitcase equipment, labs and exercises that apply to some of the ASTRO, MOTOTRBO, WAVE and LTE solutions. These kits are used in addition to equipment, in order to prevent solution downtime while training is conducted. As part of specific on-site classes, shown in Table 1-1, kits are included and shipped to our customers to allow students an in-depth, hands-on experience.

Table 1-1: Field Classes Training Kit Availability

Field Classes Training Kit Availability	
Networking Essentials	Server Virtualization
Applied Systems Networking	WAVE Certified Integration Engineer
Domain Controller	MOTOTRBO™ Systems Applied Networking

Tracking and Evaluation

All customer training is tracked and evaluated. The Project Manager and training team tracks and records all courses completed through the implementation of the project. Surveys are given to trainees to evaluate the trainers. Feedback is given and placed on our customer shared website.

End User Training Kit (EUTK)

The End User Training Kit is a knowledge-transfer tool designed to accelerate learning through customizability. Using the EUTK allows trainers to customize user/operator training to match unique button, feature programming, and displays provided in the system and radio codeplug. These tailored materials are developed by Motorola Solutions trainers using training kits that allow customer trainers to modify training materials when radio or console features change. Personnel are taught how to maneuver through and tailor the EUTK screens. The tailored selections are saved to an electronic file that the Motorola Solutions training team provides to the customer.

For a more detailed view of the training Motorola Solutions provides, please see our Product and System Technical Training Course Catalog: https://learning.motorolasolutions.com/catalog/56280enus

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3.3 Proposed Training Overview for the City of College Station

In order to achieve the training goals identified by the City of College Station, we propose the following courses.

It is necessary that participants bring their laptop computers for all system administrator and technician classes. Materials will be delivered electronically.

3.3.1 Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
CommandCentral AXS Dispatch Console ADMIN and CommandCentral AXS Dispatch Console Operator 1 training console Ratio: 2 per training console (Instructor-led)	Console Supervisors	1 (8-hour Session)	1 day	College Station, TX	Prior to training Operators	2
CommandCentral AXS Dispatch Console Operator 1 training console Ratio: 2 per training console (Instructor-led)	Console Operators	3 (4-hour Sessions)	1.5 days	College Station, TX	Prior to Cutover	6 (2 per Session)

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3.3.2 Course Descriptions for the City of College Station

Course descriptions for the City of College Station are included on the following pages.

3.3.2.1 CommandCentral AXS Dispatch Console Administrator

Course Synopsis and Objectives:	This course provides students with an introduction to the Command Central AXS dispatch console, its basic operation and tailored job aids which will be available for assistance in administration. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console administration. The students will be able to operate, administer and configure a CommandCentral AXS Dispatch position for daily use within an organization. By the end of the course, the student will be able to: • Describe the purpose of the CommandCentral AXS Dispatch application • Identify the hardware components that make up the dispatcher position • Identify elements that make up the menu and toolbar structure within the Dispatch software • Perform administrator operations: 1. Configuring dispatch screen layouts 2. Configure various peripheral devices for use with a dispatch position (e.g., speakers, microphone, headsets, footswitch)
Delivery Method:	ILT – Instructor-led training
Duration:	4 hours – CommandCentral AXS Dispatch Console Operator plus 4 hours – CommandCentral AXS Dispatch Console Administrator
Participants:	Dispatch Console Administrators, Console Service Personnel.
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	Course Modules: - CommandCentral AXS Console Basics - CommandCentral AXS Software Administration

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3.3.2.2 CommandCentral AXS Dispatch Console Operator

Course Synopsis and Objectives:	This training has been designed for new users of the CommandCentral AXS Dispatch Console. It provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. After completing this training course, you will be able to: - Perform basic operational tasks of the dispatch console. - Utilize the provided job aids to perform specific tasks associated with the console. - Understand a high level view of the system configuration. - Understand a high-level overview of the customer system configuration. - Understand general console operation. - Understand proper operating procedures for specific customer features.
Delivery Method:	ILT – Instructor-led training
Duration:	4 hours
Participants:	Dispatch Console Operators and Supervisors who perform the daily operations of the CommandCentral AXS Dispatch Console.
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	Course Modules: - AXS Dispatch Console Basics - Radio Transmission - Group Operations - Emergency Alarms - Customizing User Interface During a Dispatch Session - Peripheral Configuration Tool - Simulations

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Section 4

Essential Plus Services

4.1 Overview

Essential Plus Services for ASTRO® 25 infrastructure will provide the City of College Station with the support needed to detect and resolve unforeseen issues. Essential Plus Services consist of the following elements:

- Remote Technical Support.
- Network Hardware Repair.
- Security Update Service (SUS).
- On-site Infrastructure Response.
- Annual Preventive Maintenance.
- Remote Security Update Services (Optional).

Together, these elements will help to avoid operational disruptions and maintain the value of the City of College Station's communications investment.

4.2 Essential Plus Element Descriptions

The following sections describe the elements proposed for the City of College Station's ASTRO 25 infrastructure.

4.2.1 Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with City of College Station to help diagnose, troubleshoot and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

4.2.2 Network Hardware Repair

To restore City of College Station's ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

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4.2.3 Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. Therefore, they may at sometimes inadvertently disrupt ASTRO 25 networks such as the one proposed to City of College Station Motorola Solutions will test anti-virus, operating system and other software patches to check their compatibility with ASTRO 25.

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to City of College Station. If there are any recommended configuration changes, warnings or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. When tested updates have been posted, City of College Station will need to download and install them.

4.2.4 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to City of College Station's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Essential Plus Services and in the Customer Support Plan agreed between City of College Station and Motorola Solutions.

4.2.5 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

4.2.6 Remote Security Update Service (Optional)

Real-time, continuous ASTRO® 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola will assess events, determine the appropriate response and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.

4.3 Motorola Solutions Service Delivery Ecosystem

Essential Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots and Customer Hub. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

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Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to City of College Station's administrators and personnel through Customer Hub.

Service activities and Motorola Solutions' service team are described in more detail below.

4.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among City of College Station, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

4.3.2 Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

4.3.3 Repair Depot

The Motorola Solutions Repair Depot will provide City of College Station with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable City of College Station's representatives to check repair status, from inbound shipment to return.

4.3.4 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be City of College Station's key point of contact for the definition and administration of services. The CSM will work with City of College Station to define service delivery details to address City of College Station's specific priorities.

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4.3.5 Customer Hub

To provide City of College Station with quick access to service details, Motorola Solutions will provide our Customer Hub online network information tool. Customer Hub provides our customers with real-time critical network and services information through an easy-to-use graphical interface.

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Figure 1-1: Customer Hub offers real-time, role-based access to critical network and services information.

With Customer Hub, City of College Station's administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.
- Checking system update status.
- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by Customer Hub will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

4.4 System Upgrade Agreement (SUAII)

The System Upgrade Agreement II (SUA II) service provides public safety radio system release updates on a consistent, budgeted plan. These updates maintain reliable network operations and cybersecurity protection. In addition, SUA II keeps City of College Station's ASTRO 25 network compatible with expansion elements, as well as new products or features. With SUA II, City of College Station's network will remain on a release that qualifies for support services.

Motorola Solutions will deliver SUA II in two-year periods, with up to one update in each period. The SUA II service includes the following:

- **Software Release Updates** - Motorola Solutions-certified software that improves network functions over previous releases. This also includes commercial operating system and application software updates.

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- **Hardware Update** – When needed to support a software release update, Motorola Solutions provides new hardware. New hardware will both support the new software update, as well as maintain existing functions and features.
- **Professional Implementation Services** – Motorola Solutions will plan and implement updates at City of College Station. This includes factory integration, testing, and supply chain management for new software and hardware.

With these services, City of College Station will have access to the technology, support, and planning expertise needed for an effective upgrade.

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Section 5

ASTRO System Upgrade Agreement Statement of Work

5.1 Overview

Utilizing the ASTRO® System Upgrade Agreement (SUA) service, City of College Station (Customer) is able to take advantage of new functionality and security features while extending the operational life of the system.

Motorola Solutions, Inc. (Motorola) continues to make advancements in on-premises and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO® is available at all times.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

The Customer is required to keep the system within a standard support period as described in Motorola's Software Support Policy (SwSP).

5.2 Scope

As system releases become available, Motorola agrees to provide the Customer with the software, hardware, and implementation services required to execute up to one system infrastructure upgrade (System Upgrade) in each eligible System Upgrade window over the term of this agreement. The term of the agreement is listed in Table 6-1: SUA Term. The eligible System Upgrade windows and their duration are illustrated in Table 6-2: Eligible System Upgrade Window.

With the addition of the cloud services, Motorola will provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO® System Upgrades and will occur outside the defined eligible System Upgrade windows in Table 6-2: Eligible System Upgrade Window. Motorola may, at its sole discretion, automatically apply the cloud updates as they become available.

If needed to perform the System Upgrade, Motorola will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola's option, new system releases may introduce new features or enhancements that Motorola may offer separately for purchase.

Table 6-1: SUA Term

Duration	**4 Year(s)**

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Table 2: Eligible System Upgrade Window

First Eligible Upgrade Window	Second Eligible Upgrade Window
Duration: 2 year	Duration: 2 year

The methodology for executing each System Upgrade is described in Section 6.5. ASTRO® SUA pricing is based on the system configuration outlined in Appendix B: System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

The price quoted for ASTRO® SUA requires the Customer to choose a certified system upgrade path in Appendix A: ASTRO® System Release Upgrade Paths. Should the Customer elect an upgrade path other than one listed in Appendix A: ASTRO® System Release Upgrade Paths, the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola will provide a price quotation for any additional materials and services necessary.

5.3 Inclusions

Refer to Table C-6: SUA Coverage Table for more detailed information on the SUA inclusions referenced in this section.

5.3.1 System Upgrades

System Upgrade coverage includes the products outlined in Appendix B: System Pricing Configuration and does not cover all products. The ASTRO® SUA applies only to System Upgrades within the ASTRO® platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

5.3.2 Subscriber Radio Software

The ASTRO® SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period. Please refer to Section 6.4.5 for further clarification on coverage.

5.4 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO® SUA does not cover the products and services detailed in this document.

Excluded Products and Services	Examples (Not Limited To)
Purchased directly from a third party	NICE, Genesis, Verint
Residing outside of the ASTRO® network	CAD, E911, Avtec Consoles
Not certified on ASTRO® systems	Laptops, PCs, Eventide loggers
Backhaul Network	MPLS, Microwave, Multiplexers

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Excluded Products and Services	Examples (Not Limited To)
Two-way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners, Multicouplers
Customer-provided cloud connectivity	LTE, Internet
Maintenance Services of any kind	Infrastructure Repair, Tech Support, Dispatch
Security Services	Security Update Service (SUS), Remote SUS

5.4.1 Platform Migrations

Platform Migrations are the replacement of a product with the next generation of that product that is not within the same product family. This can be defined as a new technology that is based on a new hardware configuration and/or a new underlying software. Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated in this document, Platform Migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

5.4.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO® SUA unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

5.4.3 System Expansions and New Features

Any upgrades to hardware versions, replacement hardware, and/or implementation services that are not directly required to support the certified System Upgrade are not included unless otherwise agreed to in writing by Motorola. This exclusion applies to, but is not limited to, system expansions and new features.

5.4.4 Cloud Technology

Support for Customer-provided connectivity to the cloud platform is not covered under this agreement.

Future cloud, IT, and security related adoption is an evolving technological area and laws, regulations, and standards relating to ASTRO® SUA may change. Any changes to ASTRO® SUA required to achieve future regulatory or Customer specific compliance requirements are not included.

5.4.5 Subscriber Radio Software

Applying software updates to subscriber radios is the Customer's responsibility and is not included in SUA coverage. Subscriber radios must be at a software release compatible with the Customer's

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ASTRO® system configuration. Motorola will make reasonable efforts to notify the Customer if there is an incompatibility.

5.5 General Statement of Work for System Upgrades

5.5.1 Upgrade Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

5.5.1.1 Motorola Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches, and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the System Upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud based technologies.
- Assign program management support required to perform the certified System Upgrade. Prepare an overall System Upgrade schedule identifying key tasks and personnel resources required from Motorola and Customer for each task and phase of the System Upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified System Upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled System Upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

5.5.1.2 Customer Responsibilities

- Contact Motorola to schedule a System Upgrade and provide necessary information requested by Motorola to execute the System Upgrade. Review System Upgrade schedule and reach mutual agreement of the same.

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- Identify hardware not purchased through Motorola that will require the system release upgrade software.
- Purchase the security patches, antivirus upgrades and the labor necessary to address any security upgrades backlog accumulation identified in Section 6.5.1.1 Motorola Responsibilities, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- If applicable, provide network connectivity at the zone core site(s) for Motorola to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola will provide the network connection specifications, as listed in Section 6.5.1.1 Motorola Responsibilities. Network connectivity must be provided at least 12 weeks prior to the scheduled System Upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the System Upgrade.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the System Upgrade when applicable. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in Appendix B: System Pricing Configuration.
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.
- Maintain an internet connection between the on premise radio solution and the cloud platform, unless provided by Motorola under separate Agreement.
- Identify any Customer specific standard or requirements that may be implicated by the planned upgrade(s), including heightened cloud, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal Customer or other government Customer standards. Motorola makes no representations as to the compliance of ASTRO® SUA with any Customer specific standards, requirements, specifications, or terms, except to the extent expressly specified.
- Participate in release impact training at least 12 weeks prior to the scheduled System Upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

5.5.2 System Readiness Checkpoint

All items listed in this section are to be completed at least 30 days prior to a scheduled upgrade.

5.5.2.1 Motorola Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system.

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- Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

5.5.2.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

5.5.3 System Upgrade

5.5.3.1 Motorola Responsibilities

- Perform System Upgrade for the system elements outlined in this SOW.

5.5.3.2 Customer Responsibilities

- Inform system users of software upgrade plans and scheduled system downtime.
- Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

5.5.4 Upgrade Completion

5.5.4.1 Motorola Responsibilities

- Validate all certified System Upgrade deliverables are complete as contractually required.
- Confirm with Customer that the cloud is available for beneficial use.

5.5.4.2 Customer Responsibilities

- Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

5.6 Special Provisions

The migration of capabilities from ASTRO® on-premises Core infrastructure to the cloud is included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola roadmap and may be subject to additional cloud terms and conditions.

The SUA does not extend to Customer-provided software and hardware. Motorola makes no warrants or commitments about adapting our standard system releases to accommodate Customer implemented equipment. If during the course of a System Upgrade, it is determined that Customer provided software and/or hardware does not function properly, Motorola will notify the Customer of the limitations. The Customer is responsible for any costs and liabilities associated with making the Customer-provided

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software and/or hardware work with the standard Motorola system release. This includes, but is not limited to, Motorola's costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the Customer.

Any Motorola software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Software License Agreement. Any non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding non-Motorola Software. Non-Motorola Software may include Open Source Software.

ASTRO® SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola no longer supports the ASTRO® 7.x software version in the Customer's system or discontinues the ASTRO® SUA program. In either case, Motorola will refund to Customer any prepaid fees for ASTRO® SUA applicable to the terminated period.

If the Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Upgrade Operations Team.

The ASTRO® SUA annualized price is based on the fulfillment of the system release upgrade in each eligible System Upgrade window. If the Customer terminates, except if Motorola is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible System Upgrade window if a system release upgrade has been taken prior to the point of termination.

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5.8 Appendix A: ASTRO® System Release Upgrade Paths

The upgrade paths for standard ASTRO® system releases are listed in Table A-3: Certified Standard ASTRO® System Release Upgrade Paths.

Table A-3: Certified Standard ASTRO® System Release Upgrade Paths

ASTRO® System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to current shipping release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1
A2021.1	A2022.1

The upgrade paths for high security ASTRO® system releases for federal deployments are described in Table A-4: Certified High Security ASTRO® System Release Upgrade Paths.

Table A-4: Certified High Security ASTRO® System Release Upgrade Paths

ASTRO® High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

The release taxonomy for the ASTRO® 7.x platform is expressed in the form “ASTRO® 7.x release 20YY.Z”. In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO® System release with support for Public Key Infrastructure (PKI) Common Access Card / Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

Starting with the 2024 releases, Motorola is moving from the ASTRO 7.x release names to ASTRO Next. For the purposes of the SUA program, releases using the naming convention of AN (ASTRO Next) or A (ASTRO) will be considered the same.

- The most current system release upgrade paths can be found in the most recent Lifecycle Services bulletin.
- The information contained herein outlines Motorola’s presently anticipated general technology direction and is provided for information purposes only. The information in the roadmap is not a commitment to deliver a product, product feature, or software functionality. Motorola reserves the right to make changes to the content and timing of any product, product feature, or software release.

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5.10 Appendix B: System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

Table B-5: System Configuration at Time of Contract

System Configuration	
Core Configuration	
Cloud-based Core	0
On-premises Main Site	0
On-premises Backup Site	0
System Level Features	
Standalone Servers (Critical Connect / Smart Connect)	0
MOSCAD NFM RTU (typically 1 per site location)	0
Network Management Clients	0
IMW Servers	0
Telephone Interconnect	0
Security Configuration	
AERSS Sensors	0
Firewalls	0
KMF Servers	0
KMF Clients	0
RF Site Configuration	
Virtual Prime Sites	0
IP Simulcast Prime Sites (include co-located/redundant)	0
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	0
GTR 8000 Base Stations	0
DBR 8000 Base Stations	0
Dispatch Site Configuration	
Dispatch Site Locations	0
MCC 7500 Dispatch Consoles	0
AIS	0
CCGWs	1

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System Configuration	
MC EDGE Aux I/O	0
AXS Console Dispatch Site Locations	1
AXS Console PDH (CommandCentral Hub)	2
AXS Servers	0
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog) Purchased through Motorola	0
MACH Alert FSA Purchased through Motorola	0
Genesis Applications Purchased through Motorola	0

5.11 Appendix C: SUA Coverage Table

This appendix includes a breakdown of coverage under the SUA. System Upgrade coverage includes software and hardware coverage for equipment originally provided by Motorola. A “board-level replacement” is defined as any Field Replaceable Unit (FRU).

Table C-6: SUA Coverage Table

ASTRO® Certified Solution	System Upgrade		
Equipment Provided by Motorola	Software	Hardware Full Product	Hardware Board-Level
Servers	✔	✔	
Workstations	✔	✔	
Firewalls	✔	✔	
Routers	✔	✔	
LAN Switches	✔	✔	
CirrusNode	✔	✔	
MCC 7500 Voice Processing Module	✔		✔
MCC 7500E Dispatch AIM	✔	✔	
MCC 7500E Dispatch (CommandCentral Hub)	✔	✔	
AXS PDH Client (CommandCentral Hub)	✔	✔	
SDM 3000 Aux I/O	✔	✔	

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ASTRO® Certified Solution	System Upgrade		
MC Edge Aux I/O	✔	✔	
GTR 8000 Base Stations	✔		✔
GCP 8000 Site Controllers	✔		✔
DSC 8000 Site Controllers	✔	✔	
GCM 8000 Comparators	✔		✔
Motorola logging interface equipment	✔	✔	
PBX switches for telephone interconnect	✔	✔	
SDM 3000 RTU	✔		✔
Conventional Channel Gateway (CCGW)	✔	✔	
NICE IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✔	✔	
MACH Alert FSA (if software, hardware and lifecycle purchased from Motorola)	✔	✔	
Genesis Applications (if software, hardware and lifecycle purchased from Motorola)	✔	✔	

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Section 6

Pricing

6.1 AXS Console Addition

EQUIPMENT AND SERVICES SUMMARY	
TOTAL:	$213,693.17

*Pricing expires 9/23/27.

Due to significant market and tariff volatility and material price fluctuations in raw materials such as steel, copper, finished wood and concrete, in the event of a cost increase or tariff increase in material, equipment or energy occurring during implementation of the project through no fault of Motorola Solutions, the contract price, time of completion and/or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the contract documents. Motorola Solutions reserves the right to apply a fuel surcharge to the quoted freight rates on all shipments based on the cost of diesel at the time of shipment.

Section 7

Terms and Conditions

Payment Terms:

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty(30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution.

Total System Purchase

1. 25% of the Contract Price due upon contract execution (due upon effective date);
2. 60% of the Contract Price due upon shipment of equipment from Staging;
3. 10% of the Contract Price due upon installation of equipment; and
4. 5% of the Contract Price due upon Final Acceptance.

In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price.

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Overdue invoices will bear simple interest at the maximum allowable rate by state law.

The proposal is based upon and solely subject to the terms and conditions of the Texas Department of Information Resources Agreement (DIR-CPO-5433), its Exhibits, and applicable Addenda. The proposal remains valid for a period of 60 days from the date of the cover letter. This proposal may be accepted by issuing a signed purchase order that specifically references "PO is subject to the terms and conditions of the Texas DIR- CPO- 5433 contract and Motorola's Proposal."

Motorola Solutions, Inc. Disclaimers

• Data Location ○ Disclaimer: Data for the State of Texas Customer may be exported by Provider if (1) access is needed for internal business purposes such as processing orders or invoices to Poland, or (2) access to Customer Data is necessary to enable third tier development support personnel located outside of the United States to perform fixes or other remedial services associated with the products and services purchased hereunder.

• Product Accessibility ○ Disclaimer: Motorola provides products geared towards law enforcement professionals in their day-to-day operations and as such, our mobile video products are provided to work in and be supported in that environment. This Agreement encompasses a large variety of products, and as such accessibility for mobile video products may vary based on its environment and function, as such the accessibility requirements in this section shall not apply to Mobile Video Products. To the extent that accessibility standards could be applicable and/or commercially feasible for the applicable products and their environment, the DIR agencies may request that Motorola either provide the most recent VPAT assessment (if available) or respond to an accessibility information request within a reasonable timeframe.

• Limitation of Liability ○ The liability for damages in any claim or cause of action arising under or related to the Purchase Order contemplated herein shall not exceed two times (2x) the total value of the Purchase Order. Such value includes all the amounts paid and amounts to be paid over the life of the Purchase Order to Motorola by Customer as described in the Purchase Order.

• License Agreement Term and Termination ○ Disclaimer: Licensee’s right to use the Software and Documentation will begin when a signed purchase order is issued and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee’s right to use the Software and Documentation may be terminated immediately upon notice by Motorola. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or

deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

○ Disclaimer: Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 8

Our Commitment

Motorola Solutions creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services.

Founded in 1928, Motorola Solutions has a history of innovation that has revolutionized communications. From pioneering mobile communications in the 1930s and making equipment that carried the first words from the moon in 1969, to supporting modern-day emergency response equipment for disaster relief efforts around the world, Motorola Solutions has a global footprint with products that demonstrate its thought leadership.

Throughout its history, Motorola Solutions has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, the company strives to keep its commitment of make things better and life easier, to make sound recommendations that will guide you in linking your current and future communication needs and objectives with technology's ever-evolving promise.

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August 27, 2026
Item No. 7.10.
Texan Waste Services, Inc. Franchise Agreement Ordinance - First Reading

Sponsor: Emily Fisher, Director of Public Works

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the first reading of a franchise agreement ordinance with Texan Waste Services, Inc. for the collection of recyclables from commercial businesses and multi-family locations.

Relationship to Strategic Goals:
1. Core Services and Infrastructure

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

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

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

Counting Texan Waste Services, Inc., the city has a total of 21 franchised haulers. This list can be found on the city’s website under Public Works.

Budget & Financial Summary: N/A

Attachments:
1. 26300751--BMW (CC 8.27.26 & 9.10.26)

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300751 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Recyclable Waste Franchise Agreement

Name of Contractor: Texan Waste Services, Inc.

CONTRACT TOTAL VALUE: $ N/A

Grant Funded Yes ☐ No ■
If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ■ N/A
Section 3 Plan Incl. ☐ Yes ☐ No ■ N/A

Davis Bacon Wages Used ☐ Yes ☐ No ☐ N/A
Buy America Required ☐ Yes ☐ No ■ N/A
Transparency Report ☐ Yes ☐ No ■ N/A

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

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

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 8/27 & 9/10/26 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Emily Fisher
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — 8/10/2026 DATE

ASST CITY MGR – CFO — DATE

LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

MAYOR (if applicable) — DATE

CITY SECRETARY (if applicable) — DATE

__Original(s) sent to CSO on _____ Scanned into Laserfiche on _____ ____Original(s) sent to Fiscal on _____

ORDINANCE NO. _____

WASTE COLLECTION FRANCHISE AGREEMENT

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

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

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

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

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

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ARTICLE I. DEFINITIONS

1.1 **Agreement** means this Franchise Agreement adopted by City Ordinance between City and Contractor for the collection of Recyclables within the City limits.

1.2 **Approved Customers** means those designated premises located within the City that generate Recyclables.

1.3 **Brazos Valley Solid Waste Management Agency, Inc. (BVSWMA, Inc.)** means the permitted municipal solid waste landfill and compost facility owned and operated by a Texas local government corporation.

1.4 **City Council or Council** means the governing body of the City of College Station, Texas.

1.5 **City** means the City of College Station, a Texas Home Rule Municipal Corporation.

1.6 **City's Representative** means the Recycling & Environmental Compliance Manager or the Manager's designated appointee.

1.7 **Collection** means the scheduled aggregation of Recyclables by Contractor.

1.8 **Construction and Demolition Debris** means buildings material waste resulting from demolition, remodeling, repairs, or construction, as well as materials discarded during periodic temporary facility clean-up generated within the City.

1.9 **Contaminated** means Recyclables mixed with solid waste or altered in a way that results in materials being unrecyclable or un-compostable.

1.10 **Contractor** means the Contractor franchised for the collection of Recyclables.

1.11 **Customers** means the locations designated by the City as a Commercial Business or Multifamily Residence.

1.12 **Organic Waste** means waste of biological origin recovered from the solid waste stream for the purposes of reuse, reclamation, or compost. Organic Waste is not solid waste, unless it is abandoned or disposed of, rather than reprocessed into another product.

1.13 **Receptacle** means a weatherproof container easily identifiable and designated for recycling or organic waste collection and shall not be made of any temporary materials.

1.14 **Recyclables or Recyclable Materials** mean materials, including construction and demolition debris recovered from the solid waste stream for the purpose of reuse or reclamation, a substantial portion of which are consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable materials are not solid waste unless they are abandoned or disposed of as garbage rather than reprocessed into another product.

1.15 **Residue** means the materials regularly associated with and attached to Recyclables, as a part of the original packaging or usage of that material that is not recyclable or compostable.

1.16 **Roll-Off / Compactor** means a container of varying capacity used for Recyclables collection.

1.17 **TAC** means the Texas Administrative Code now and as amended.

1.18 **TCEQ** means the Texas Commission on Environmental Quality.

ARTICLE II. GRANT OF AUTHORITY AND ACCEPTANCE

2.1 **Non-Exclusive.** City grants Contractor a non-exclusive franchise to operate and establish Recyclables collection from designated Customers. Nothing in this Agreement shall be construed as granting an exclusive franchise or right. City grants Contractor passage and rights-of-way on, along, and across City streets, highways, alleys, public places and all other real property for collecting demolition and construction debris, recyclables and organic waste from commercial, industrial, multifamily and residential construction sites for the purpose of disposal and/or recycling within the jurisdictional limits of the City. Contractor is expressly prohibited from collecting any recyclables from completed residences that are covered by the City's residential single stream recycling contract and program. All collection, work, activity, and undertakings by Contractor are subject to this Agreement and City's governmental and police powers.

2.2 **Acceptance.** By accepting this Agreement, Contractor represents it has, by careful examination, satisfied itself as to the nature and location of the services, character, quality, and quantity of services to be performed, the character of the equipment and facilities necessary to fulfill obligations under this Agreement, as well as the general and local conditions and all other matters affecting services performed under this Agreement.

2.3 **Option to Market Materials.** If City develops services or programs resulting in materials that may be recycled or composted, including but not limited to residential construction sites, multifamily, or commercial recycling or composting, the City shall have the option to market those to any contractor.

2.4 **Contract with City.** If City and Contractor contract for the collection and recycling or composting of materials, those terms will be incorporated into this Agreement by amendment.

ARTICLE III. PAYMENT AND TERM

3.1 **Franchise Fee.** For and in consideration of the grant of the franchise herein, Contractor agrees and will pay a Franchise Fee during the term of this Agreement, a sum based on

the following graduated fee schedule depending on the percentage of aggregate recycling or composting accomplished:

a. A fee is required, equivalent to five percent (5%) of Contractor's monthly gross revenues, delivery revenues, and hauling revenues; including rates as described in **Exhibit A**, generated from Contractor's provision of Recyclables collection services within the City if Contractor reports aggregate recycling or composting of at least sixty percent (60%) of Recyclables collected.

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

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

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

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

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

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

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

ARTICLE IV. ACCESS TO RECORDS & REPORTING

4.1 **Facilities.** The City shall have the right to inspect the Contractor's facilities, equipment, personnel, and operations to ensure compliance with this Agreement.

4.2 **Records.** The City shall have the right to inspect Contractor's records, receipts, and all documentation relating to the performance of this Agreement. Those records include, but are not limited to, information concerning the quality and quantity of Recyclables collected, processed, and sold; number of Customers served, gross amounts paid to and paid by Contractor from the sale/processing of Recyclables. The City agrees to notify the Contractor at least twenty-four (24) hours prior to such inspection of operations and/or records.

4.3 **Records Retention.** Contractor shall retain all records associated with this Agreement for a period of four (4) years. City shall have access to information regarding Contractor's markets and prices paid for each type of material's return/cost; all information obtained by City marked confidential or proprietary shall remain confidential or proprietary pursuant to the Texas Open Records Act.

4.4 **Activity Report**. Contractor shall provide a Monthly Recycling Activity Report, on a form approved by the City, summarizing the previous month's collection. This report is due to the City's Representative no later than the twentieth (20^{th}) calendar day of each month. Contractor's report shall include the following information:

- **a.** The Customer collection count, itemized by customer type.
- **b.** Total tonnage of materials collected, recycled, composted and/or landfilled, itemized by type of material, within the jurisdictional limits of the City.
- **c.** Any other information concerning the collections as required by the City's Representative.

ARTICLE V. RATES TO BE CHARGED BY CONTRACTOR

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

ARTICLE VI. APPEARANCE OF PERSONNEL AND EQUIPMENT

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

and approve the appearance of collection equipment. A standby vehicle shall be available at all times for collection.

6.2 **Signage.** Contractor's vehicles shall at all times be clearly labeled with Contractor's name and phone number in visible letters and numbers not less than three (3) inches in height. Signage must be on both sides of the vehicle and placed in a conspicuous place. Only labeled vehicles shall perform collection activities under this Agreement. Contractor's roll-offs, compactors, and receptacles must be clearly marked as used for collection in letters at least twelve inches (12") in height on each side of the container.

6.3 **Personnel.** All collection personnel shall wear a City-approved uniform to include, at minimum, matching labeled shirts with denim jeans or other standard work attire.

ARTICLE VII. COLLECTION AND TRANSPORT

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

7.2 **Cover.** During transport of materials all vehicles shall be covered to prevent release of litter.

ARTICLE VIII. PLACEMENT OF RECEPTACLES

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

8.2 **City Collection.** Collections shall not interfere with the City's collection of municipal solid waste. Under no circumstances shall contractor place roll-offs, compactors, or receptacles in existing enclosures designated for City roll-offs, compactors, and receptacles.

ARTICLE IX. SERVICE COMPLAINTS

9.1 **Nature of Complaint.** Contractor shall handle directly any complaints pertaining to customer service, property damage, or personal injury from their commercial business and multifamily Recyclables collection service.

9.2 **Intake.** Contractor shall develop written practices and procedures for receiving and resolving Customer complaints and collection issues. Any complaint received by the City shall be forwarded to the Contractor within one (1) business day of receipt.

9.3 **Response.** Contractor shall respond to all complaints within one (1) business day of receiving a complaint from a Customer or notice of complaint from the City. Regardless of the nature of the complaint, Contractor shall report the action taken to the City in accordance with Article IV. Access to Records & Reporting.

9.4 **Complaint Charges.** Upon receipt of ten (10) Customer complaints within a forty-five (45) day period, Contractor shall be assessed a charge of Three Hundred Dollars ($300.00). Complaints are to be verified by the Contractor and the City's Representative. The City shall invoice the Contractor such charges.

ARTICLE X. DISPOSAL AND PROCESSING

10.1 **Disposal Site.** Unless approved otherwise in writing by the City, Contractor shall utilize BVSWMA, Inc. Landfill for the disposal of all non-recyclable waste material collected by Contractor within the corporate limits of the City.

10.2 **Processing Facility.** Contractor shall only use a City-approved recycling or composting facility for processing of all Recyclables collected by Contractor within the corporate limits of the City under this Agreement.

ARTICLE XI. VIOLATION AND PENALTY

11.1 **Fine.** It shall be unlawful for any person, firm or corporation to violate any provision or term of this Agreement and they shall receive a citation and fine not to exceed $2,000.00 per offense per day. Each and every day a violation continues constitutes a separate offense.

11.2 **Remedies.** In addition to any rights set out elsewhere in this Agreement, or other rights the City may possess at law or equity, the City reserves the right to apply any remedies, alone or in combination, in the event Contractor violates any provision of this Agreement. The remedies provided for in this Agreement are cumulative and not exclusive; the exercise of one remedy shall not prevent the exercise of another, or any rights of the City at law or equity.

ARTICLE XII. INSURANCE

12.1 The Contractor shall procure and maintain, at its sole cost and expense for the term of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services performed by the Contractor, its agents, representatives, volunteers, employees, or subcontractors.

12.2 The Contractor's insurance shall list the City of College Station, its employees, agents, volunteers, and officials as additional insureds. Insurance requirements are attached in

Exhibit B. Certificates of insurance evidencing the required insurance coverages are attached in **Exhibit C.**

ARTICLE XIII. INDEMNIFICATION AND RELEASE

13.1 Indemnification. Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, volunteers, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work and services done by the Contractor under this Agreement. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

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

ARTICLE XIV. DISPUTES AND MEDIATION

14.1 Disputes. If a dispute arises between City and Contractor during this Agreement, the dispute shall first be referred to the operational officers or representatives designated by the parties having oversight of the Agreement's administration. The officers or representatives shall meet within thirty (30) days of either party's request for a meeting, whichever request is first, and the parties shall make a good faith effort to achieve a resolution of the dispute.

14.2 Mediation. If the parties are not able to resolve the dispute under the procedure in this article, then the parties agree the matter shall be referred to non-binding mediation. The parties shall mutually agree upon a mediator to assist in resolving their differences. If the parties cannot agree upon a mediator, the parties shall jointly obtain a list of three (3) mediators from a reputable dispute resolution organization and alternate striking mediators on that list until one remains. A coin toss shall determine who may strike the first name. If a party fails to notify the other party of which mediator it has stricken within two (2) business days, the other party shall select the mediator from those mediators remaining on the list. The parties shall pay their own expenses of any mediation and will share the cost of the mediator's services.

14.3 Other Remedies. If the parties fail to achieve a resolution of the dispute through mediation, either party may then pursue any available judicial remedies.

ARTICLE XV. GENERAL TERMS

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

15.2 Termination.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City of College Station	Texan Waste Services, Inc.
Attn: Stacy Ewing	Attn: Brandon Patterson, General Manager
PO Box 9960	20180 Park Row Blvd. #6450
College Station, TX 77842	Katy, TX 77491
sewing@cstx.gov	bpatterson@texanwasteservices.com

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

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

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

a. First Consideration & Approval on the 27th day of August , 2026.

b. Second Consideration & Approval on the 10th day of September , 2026.

TEXAN WASTE SERVICES, INC

By: Brandon Patterson

Printed Name: Brandon Patterson

Title: **Owner/Member**

Date: 8/10/2026

CITY OF COLLEGE STATION

By: _____
Mayor

Date: _____

ATTEST:

_____
City Secretary
Date: _____

APPROVED:

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A. SCHEDULE OF RATES

Contractor's base rate is 20 yard: $425 for 3 tons, 30 yard: $550 for 4 tons, 40 yard: $675 for 5 tons, each additional ton is $75 per ton. Rental period is 10 days and each day after 10 days will incur a $15 a day rate charge. If the equipment is swapped for a new unit, the 10-day rental period restarts from the date of the exchange. Initial delivery fee: $150 for first initial delivery. Franchise Fee: an 8% City of College Station franchise fee applies to all services performed within city limits and may increase, depending on a variety of conditions, including but not limited to:

a. Location of Customer
b. Impact on Existing Routes
c. Ingress and Egress Capabilities
d. Special Requests by Customers
e. Frequency of Collections
f. Volume of Materials
g. Type of Materials
h. External Contributing Conditions of Market Costs

EXHIBIT B. INSURANCE REQUIREMENTS

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

I. Standard Insurance Policies Required:

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

II. General Requirements Applicable to All Policies:

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

III. Commercial General Liability

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

IV. Business Automobile Liability

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

V. Workers' Compensation Insurance

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

EXHIBIT C. CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/05/2026

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 CAI Insurance Agency, Inc. 2035 Reading Road Cincinnati OH 45202-1415	**CONTACT NAME:** Jennifer Hronek **PHONE (A/C, No, Ext):** (513) 221-1140 **FAX (A/C, No):** (513) 872-7519 **E-MAIL ADDRESS:** jhronek@cai-insurance.com
INSURED Texan Waste Services Inc 5213 & 5205 Dow Rd Houston TX 77040	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Trisura Specialty Ins Co — 16188 **INSURER B :** Kinsale Insurance Company — 38920 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 26-27 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	MIWBUR21C027379	02/18/2026	02/18/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			MIWBUR21C027379	02/18/2026	02/18/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			0100447568-0	04/30/2026	02/18/2027	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 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	 $ $ $

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

Certificate holder is automatic additional insured for general liability when required by signed written contract or agreement. Policy is primary and non-contributory for auto and general liability.

CERTIFICATE HOLDER

City of College Station
PO Box 9960
College Station TX 77842

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Carl R Schlott III

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2026

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	CONTACT NAME: Amy Lozano
Hagan Risk Partners 2700 TX-35 Angleton TX 77515	PHONE (A/C, No, Ext): (979) 297-2433 FAX (A/C, No): E-MAIL ADDRESS: Amy@haganrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Texas Mutual	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Texan Waste Services
20180 Park Row Boulevard #6450
Katy TX 77449

COVERAGES **CERTIFICATE NUMBER:** CL268602553 **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. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0002141574	02/20/2026	02/20/2027	☒ 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 policy includes a blanket automatic waiver of subrogation that provides this feature only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER

City of College Station
1101 Texas Ave
College Station TX 77840

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Amy Lozano

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TexasMutual®

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Insured copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

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

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 2/20/26 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002141574 of Texas Mutual Insurance Company effective on 2/20/26

Issued to: Texan Waste Services

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

2/19/26

TexasMutual®

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 06 01
Insured copy

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

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

In the event of cancellation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

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

Schedule

1. Number of days advance notice: 30

2. Notice will be mailed to: PER LIST ON FILE

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 2/20/26 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0002141574 of Texas Mutual Insurance Company effective on 2/20/26

Issued to: Texan Waste Services

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

2/19/26

August 27, 2026
Item No. 7.11.
BTD Funding Agreemnt

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a funding agreement between the City of College Station and the Brazos Transit District (BTD) in the amount of $400,800 for the FY26 Fiscal Year.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services and Infrastructure

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

Summary: Funding for BTD was approved in the FY25 and the FY26 Budgets. However, the FY25 funding was one-time and was specified that it would be paid after a mid-year review of BTD activity. This has meant that the City's funding agreements with BTD have been on a different cycle than all other outside agency funding agreements.

This item will authorize a lump sum payment for FY26 funding. The FY27 agreement will be brought to Council next month, along with all other outside agency funding agreements. Thus, BTD's funding schedule will be brought into alignment with the other outside agencies.

Budget & Financial Summary: Funds are available and budgeted in the General Fund for this agreement. Payment will be made in one lump sum amount of $400,800.00.

Attachments:
1. Contract

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 26300680 PROJECT#: _____ BID/RFP/RFQ#: _____

Project Name / Contract Description: Outside Agency Funding Agreement between the City of College Station and Brazos Transit District (BTD)

Name of Contractor: Brazos Transit District (BTD)

CONTRACT TOTAL VALUE: $ 400,800.00 **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)
This funding agreement was approved by the City Council in the FY26 budget.

*(If required)**

CRC Approval Date*: _____ **Council Approval Date*:** 8/27/26 **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

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
ASST CITY MGR – CFO DATE

_____ _____
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

_____ _____
CITY MANAGER DATE

N/A
_____ _____
MAYOR (if applicable) DATE

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

__Original(s) sent to CSO on _____ Scanned into Laserfiche on _____ ____Original(s) sent to Fiscal on _____

CITY OF COLLEGE STATION FUNDING AGREEMENT FOR PAYMENT AND USE OF GENERAL FUNDS WITH BRAZOS TRANSIT DISTRICT

This Funding Agreement is by and between the **City of College Station**, a Texas Home Rule Municipal Corporation ("City") and the **BRAZOS TRANSIT DISTRICT,** a Political Subdivision of the State of Texas ("Agency").

WHEREAS, City has a strategic plan with an initiative of improving mobility; and

WHEREAS, Agency's purpose is to facilitate mobility in urban and rural communities through the provision of public and specialized transportation services and projects, and

WHEREAS, Agency has transitioned from small urban to large urban and into a new funding pool and formula resulting in a reduction in federal and state funding, and

WHEREAS, the City desires to assist Agency in improving mobility only in College Station, and

WHEREAS, the City of Bryan and Brazos County have entered into, or intend to enter into, separate funding agreements with Agency to assist Agency in improving mobility in Bryan, Texas and Brazos County, respectively, 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 Brazos Transit District a Political Subdivision as defined in its bylaws.

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 **Purpose of Funding.** The Agency facilitates mobility in urban and rural communities through the provision of public and specialized transportation services and projects. The Agency will provide public mobility and specialized transportation services through its bus service only in College Station with the funds from this 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. For the avoidance of doubt, Agency events or promotional programs as described herein are limited to those intended for public participation or promotion, and do not include Agency's internal events, meetings or trainings.

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 **FOUR HUNDRED THOUSAND EIGHT HUNDRED DOLLARS AND NO/100 CENTS ($400,800.00)** 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 full upon execution of this Agreement in compliance with the Texas Prompt Payment Act.

3.2 Monthly Payments 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 pertaining to the City of College Station area 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 City's accounting practices, however if said conformance is not required in the event of any conflict between the City's accounting practices and Agency's accounting requirements under

separate agreements between Agency and the Federal Transit Administration or the Texas Department of Transportation.

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. For the avoidance of doubt, and as further described in Article II, Agency is to provide services only in College Station with the funds from this Agreement and any monitoring review must be related to Agency's use of funds in College Station.

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, or as soon as finalized, 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 fifteen (15) days after approval of the minutes upon request from the City.

ARTICLE VI
TERM AND TERMINATION

6.1 Term. The Agreement term begins 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 Agreement term 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. To the extent permitted by the Constitution and the laws of the State of Texas, 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, for services in College Station then 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:
Brazos Transit District
Wendy Weedon
CEO
2117 Nuches Lane
Bryan, Texas 77803

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

BRAZOS TRANSIT DISTRICT

By: Wendy Weedon

Printed Name: Wendy Weedon

Title: Chief Executive Officer

Date: 8/17/2026

CITY OF COLLEGE STATION

_____
City Manager
Date: _____

_____
City Attorney
Date: _____

_____
Assistant City Manager
Date: _____

EXHIBIT A
STATEMENT OF FINANCIAL POSITION

March 11, 2026

City of College Station
1101 Texas Ave.
College Station, Texas 77840

Dear Mr. Walker,

We are pleased to submit Brazos Transit District (BTD) FY 2027 budget request. BTD is requesting financial support from the City of College Station to help maintain current public transit service levels. Public transit plays a vital role in our community by providing reliable transportation for residents traveling to work, school, healthcare appointments and other essential destinations. Many individuals in our community rely on these services every day, and maintaining the current level of service is critical to ensuring continued mobility and accessibility throughout the city.

BTD respectfully requests financial assistance from the City in the amount of $400,800.00. This funding would be used solely to support the continued operating of existing transit services and to prevent reductions in routes, frequency, or service availability that would directly impact riders.

The base budget request reflects the funding necessary to sustain current transit services and maintain system reliability. Personnel costs represent the largest share of the budget, covering operator wages, maintenance staff, administrative support, and associated benefits. Fringe benefit increases and cost of living adjustments are incorporated into the budget. Operating expenses include fuel, vehicle maintenance, parts, insurance, tires and tubes. By program, fixed-route bus service constitutes the majority of expenditures, followed by demand-response/paratransit services, maintenance operations, and administrative support functions.

We greatly appreciate the City's ongoing commitment to supporting essential public services and infrastructure.

Thank you for your time and thoughtful consideration.

Respectfully,

Wendy Weedon

Wendy Weedon
Chief Executive Officer
Brazos Transit District

2117 Nuches Ln.
Bryan, Texas 77803

www.btd.org

Office: 979-778-0607
Fax: 979-778-3606

Brazos Transit District

Proposed Line-item Operating Budget

Urban Program Sect. 5307

	FY 27
Revenues	
Federal Grants	2,910,688.00
State Grants	937,285.00
Total Revenues	3,847,973.00
Expenditures	
Labor	2,758,510.14
Fuels and Lubricants	372,918.50
Tires and Tubes	54,896.21
Other Materials and Supplies	169,470.04
Fringe Benefits	727,850.46
Miscellaneous Expenses	148,383.63
Services	255,536.91
Utilites/Telephone	96,587.74
Insurance	410,489.33
Taxes	62,994.40
Total Expenditures	5,057,637.37
Balance	(1,209,664.37)

Brazos Transit District
Statement of Revenues and Expenditures
From 10/01/2025 Through 02/29/2026

	Current Year Actual
Revenues	
Federal Grants	620,357.00
Insurance	14,196.82
State Grants	937,285.00
Passenger Fares	92,012.76
Inkind Match	3,747,014.87
Total Revenues	5,410,866.45
Expenditures	
Labor	1,144,889.15
Fuels and Lubricants	172,590.19
Tires and Tubes	30,388.02
Other Materials and Supplies	82,313.57
Fringe Benefits	335,428.31
Miscellaneous Expenses	85,602.17
Services	112,324.39
Inkind Match	3,747,014.87
Utilites/Telephone	50,843.54
Insurance	161,355.87
Capital Costs	925.34
Taxes	29,699.72
Total Expenditures	5,953,375.14
Balance	(542,508.69)

EXHIBIT B
NARRATIVE SUMMARY OF ACTIVITY

City of College Station
1101 Texas Ave
College Station, Texas 77840

RE: Narrative Summary of Activity Report

The federal grant award apportionment for FY25 totals $2,910,688. Systems operating 75 or fewer buses in fixed-route and demand-response service during peak-hour operations are eligible to receive operating assistance of up to 75 percent of the portion of the apportionment attributable to such systems within the Urbanized Area (UZA), as measured by vehicle revenue hours (VRH).

The FY25 state grant apportionment totals $968,391 and will be applied as the required local match for the federal operating assistance grant.

In Fiscal Year 2025, the transit agency provided reliable transportation options through both demand-response and fixed-route services. Demand-response service provided 31,392 trips over the year.

Fixed-route service remained the primary mode of travel for the community, with buses operating on regular routes and schedules and carrying 190,686 passengers.

Altogether, the agency delivered more than 222,000 trips in FY25, reflecting its important role in keeping the community connected.

The available funding supports the continuation of existing service levels and does not provide sufficient capacity for service expansion at this time. Expansion opportunities will be evaluated when additional operating funds are secured. Brazos Transit District (BTD) will continue to closely monitor expenditures and grant revenues to ensure fiscal responsibility and service stability.

Respectfully,

Wendy Weedon
Chief Executive Officer
Brazos Transit District

EXHIBIT C
PERFORMANCE MEASURES

College Station Ridership

January 1, 2026 - March 31, 2026

	Demand Response/ ADA	GREEN	MAROON	YELLOW	PINK	GREY	TOTALS
January	2,681	2,153	1,624	6,923	1,180	1,423	15,984
February	3,051	1,971	1,716	7,525	1,227	1,168	16,658
March	3,363	2,049	1,640	7,643	1,455	1,381	17,531

The totals represent the number of trips taken within College Station each month

EXHIBIT D
CERTIFICATES OF INSURANCE

Certificate of Coverage

TMLIRP Contract Number:	2985

Member:

Brazos Transit District
Ms. Wendy Weedon
Deputy CEO/General Mgr
2117 Nuches Lane
Bryan, Texas 77803

Company Affording Coverage:

Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:

City of College Station
1207 Texas Avenue South
College Station, Texas 77840

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability	Effective Date:	10/1/2025	**Real & Personal Property**	Effective Date:	
	Anniversary Date:	10/1/2026		Anniversary Date:	
Limits of Liability (Each Occurrence):	$1,000,000		Limits of Coverage:		
Sudden Events Involving Pollution (Each Occurrence):	$1,000,000		Deductible per Occurrence:		
Annual Aggregate:	$2,000,000		**Mobile Equipment**	Effective Date:	
Deductible per Occurrence:	$0			Anniversary Date:	
Law Enforcement Liability	Effective Date:		Limits of Coverage:		
	Anniversary Date:		Deductible per Occurrence:		
Limits of Liability (Each Occurrence):			**Boiler & Machinery - Broad Form**	Effective Date:	
Annual Aggregate:				Anniversary Date:	
Deductible per Occurrence:			Per Accident Limit:		
Errors and Omissions Liability	Effective Date:		Deductible per Occurrence:		
	Anniversary Date:			Yes	No
Limits of Liability(Each Wrongful Act):			Mortgagee		
Annual Aggregate:			Loss Payee		
Deductible per Occurrence:			Loan Number:		
Auto Liability	Effective Date:	10/1/2025	**Year/Make/Model**	**VIN**	**Value**
	Anniversary Date:	10/1/2026			
Limits of Liability (Each Occurrence):	$300,000				
Deductible per Occurrence:	$2,500				
Auto Physical Damage	Effective Date:	10/1/2025			
	Anniversary Date:	10/1/2026			
Limits of Liability:	ACV or Agreed Value as scheduled				
Collision Deductible:	$2,500				
Comprehensive Deductible:	$2,500				
	Yes	No			
Loss Payee:		X	Loan Number:		

DESCRIPTION:

Confirmation of coverage. General Liability/Automobile Liability coverages are primary and non-contributory.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Louis Canales

Louis R. Canales, Jr.

Date Issued:

10/28/2025

TML
INTERGOVERNMENTAL RISK POOL

Certificate of Coverage

TMLIRP Contract Number:	2985

Member:

Brazos Transit District
Ms. Wendy Weedon
General Manager
2117 Nuches Lane
Bryan, Texas 77803

Company Affording Coverage:

Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:

City of College Station
1101 Texas Avenue South
College Station, Texas 77840

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

Workers' Compensation

Effective Date: 10/6/2025 Anniversary Date: 10/6/2026

Limits of Liability: Statutory

DESCRIPTION:

Confirmation of coverage.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 0 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Louis Canales

Louis R. Canales, Jr.

Date Issued:

11/5/2025

Certificate of Coverage

TMLIRP Contract Number:	2985

Member:

Brazos Transit District
Ms. Wendy Weedon
General Manager
2117 Nuches Lane,
Bryan, TX 77803-0000

Company Affording Coverage:

Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:

City of College Station
1101 Texas Avenue
College Station, Texas 77840

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

General Liability	Effective Date:	10/1/2026	**Real & Personal Property**	Effective Date:	
	Anniversary Date:	10/1/2027		Anniversary Date:	
Limits of Liability (Each Occurrence):	$1,000,000		Limits of Coverage:		
Sudden Events Involving Pollution (Each Occurrence):	$1,000,000		Deductible per Occurrence:		
Annual Aggregate:	$2,000,000		**Mobile Equipment**	Effective Date:	
Deductible per Occurrence:	$0			Anniversary Date:	
Law Enforcement Liability	Effective Date:		Limits of Coverage:		
	Anniversary Date:		Deductible per Occurrence:		
Limits of Liability (Each Occurrence):			**Boiler & Machinery - Broad Form**	Effective Date:	
Annual Aggregate:				Anniversary Date:	
Deductible per Occurrence:			Per Accident Limit:		
Errors and Omissions Liability	Effective Date:		Deductible per Occurrence:		
	Anniversary Date:			Yes	No
Limits of Liability(Each Wrongful Act):			Mortgagee		
Annual Aggregate:			Loss Payee		
Deductible per Occurrence:			Loan Number:		
Auto Liability	Effective Date:	10/1/2026	**Year/Make/Model**	**VIN**	**Value**
	Anniversary Date:	10/1/2027			
Limits of Liability (Each Occurrence):	$300,000				
Deductible per Occurrence:	$2,500				
Auto Physical Damage	Effective Date:	10/1/2026			
	Anniversary Date:	10/1/2027			
Limits of Liability:	ACV or Agreed Value as scheduled				
Collision Deductible:	$2,500				
Comprehensive Deductible:	$2,500				
	Yes	No			
Loss Payee:		X	Loan Number:		

DESCRIPTION:

Confirmation of coverage. General Liability/Automobile Liability coverages are primary and non-contributory.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Louis Canales

Louis R. Canales, Jr.

Date Issued:

8/6/2026

Certificate of Coverage

TMLIRP Contract Number:	2985

Member:

Brazos Transit District
Ms. Wendy Weedon
General Manager
2117 Nuches Lane,
Bryan, TX 77803-0000

Company Affording Coverage:

Texas Municipal League Intergovernmental Risk Pool (TMLIRP)
PO Box 149194
Austin, TX 78714-9194
(512) 491-2300 or (800) 537-6655
Fax: (512) 491-2404

Certificate Holder:

City of College Station
1101 Texas Avenue
College Station, Texas 77840

This is to certify that the coverages listed below have been provided to the member and are in effect at this time. Notwithstanding any requirements, terms, or conditions of any other contract or agreement with respect to which this certificate may be issued or may pertain, the coverage afforded by TMLIRP described herein is subject only to the terms, exclusions and additions of TMLIRP's coverage contracts between TMLIRP and its member(s). Coverage is continuous until canceled.

Workers' Compensation

Effective Date: 10/1/2026 Anniversary Date: 10/1/2027

Limits of Liability: Statutory

DESCRIPTION:

Confirmation of coverage.

Cancellation: Should any of the above described coverages be canceled before the anniversary date thereof, TMLIRP will endeavor to mail 30 days written notice to the above named certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon TMLIRP.

Authorized Representative: Louis Canales

Louis R. Canales, Jr.

Date Issued:

8/6/2026

August 27, 2026
Item No. 7.12.
Santour Court Loan Payoff

Sponsor: Michael DeHaven, Assistant Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution waiving interest for early repayment of outstanding principal under the City's HUD-assisted HOME program contract with Santour Court, Ltd. and authorizing the city manager to execute documentation of release and satisfaction of the note and deed of trust.

Relationship to Strategic Goals:

- Good Governance
- Financial Sustainability

Recommendation(s): Recommends approval of the resolution.

Summary: In September 2007, the City entered into a loan agreement with Santour Court, Ltd. for funding of affordable housing in College Station in the amount of $500,000. The agreement was modified in April 2008 with new terms of the previously agreed loan. The loan, starting in August 2009, accrued interest at a rate of 4.3% annually until December 31, 2025. The amount of accrued interest as of December 31, 2025, is $498,231.26. The principal and accrued interest after December 31, 2025, is deferred interest free until maturity on December 31st, 2047.

Santour Court Ltd. approached the city for the option of making an early payoff of the loan. The discounted present value of the amount due from December 31, 2047, of $998,231.26, to today is roughly $400,000. Through negotiations and considering the current value of the future fixed payment, the city recommends an early payoff amount of $500,000. This was the original principal amount of the loan and an amount greater than the present value of the payment due on December 31, 2047.

The city will be able to use these funds for additional affordable housing initiatives and have a greater impact now in the present, rather than waiting to receive the principal and accrued interest in 20 years.

Budget & Financial Summary: This loan is recorded in the Community Development Fund and is recorded at $500,000. The accrued interest has not been recognized as revenue in the modified accrual basis of accounting, so the early payoff amount will have no financial impact on the fund's financial statements.

Attachments:
1. Resolution Waiving Interest for Santour Court, Ltd Early HOME Loan Payoff

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, WAIVING INTEREST FOR EARLY REPAYMENT OF OUTSTANDING PRINCIPAL UNDER THE CITY'S HUD-ASSISTED CONTRACT FOR HOME PROGRAM WITH SANTOUR COURT, LTD.; AND AUTHORIZING THE CITY MANAGER TO EXECUTE DOCUMENTATION OF RELEASE AND SATISFACTION OF THE NOTE AND DEED OF TRUST PURSUANT TO THE CONTRACT.

WHEREAS, the City Council of the City of College Station, Texas, executed an agreement with Santour Court, Ltd. ("Santour") effective September 21, 2007 ("Agreement") under which the City provided a loan of HOME Investment Partnerships Program funds pursuant to the U.S. Department of Housing and Urban Development ("HUD") regulations for construction costs in the amount of $500,000.00 ("HOME Loan") in consideration for thirteen HOME-assisted units restricted for a period of forty years in accordance with 24 CFR 92.252 (the "Project");

WHEREAS, the HOME Loan note under the Agreement was amended by that certain Renewal, Modification and Extension Agreement between the City and Santour dated April 25th, 2008, extending the HOME Loan maturity date to December 31, 2047;

WHEREAS, Santour has requested to pay off the full principal of the HOME Loan prior to the maturity date in accordance with Section 4 of the Agreement and Section 10 of the Note; and

WHEREAS, the Project remains subject to the affordability period under Section 3.03 of the Agreement, HUD regulations and TDHCA deed restrictions filed against the Project, regardless of early payoff on the HOME Loan; Now, therefore;

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

PART 1: That the City Council hereby waives any interest and fees due to the City on the HOME Loan early repayment, subject to repayment of the HOME Loan outstanding principal amount of $500,000.00 within thirty days of adoption of this Resolution.

PART 2: That the City Council hereby authorizes the City Manager, City Attorney and City Secretary, or their respective designees, to prepare and execute all documentation required under Section 10 of the Agreement upon receipt of the HOME Loan payment of $500,000.00 from Santour, thereby evidencing release and satisfaction of: (i) the HOME Loan, including any interest that would otherwise be due, (ii) Note, and (iii) HOME Loan deed of trust.

PART 3: That the City Council hereby directs the Community Development Administrator or his designee to document receipt of this early repayment as Program Income as required under 2 CFR 92.503 and to prepare an amendment to the City's HUD 2026-2027 Annual Action Plan to account for and allocate such Program Income in accordance with HUD requirements and the City's HOME programs.

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

ADOPTED this 27th day of August, A.D. 2026.

ATTEST: APPROVED:

_____ _____

City Secretary Mayor

APPROVED:

_____

City Attorney

August 27, 2026
Item No. 8.1.
Public hearing, presentation, possible action and discussion on the City of College Station 2027 advertised ad valorem tax rate of $0.530254 per $100 valuation resulting in an increase in tax revenues.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on the City of College Station 2027 advertised ad valorem tax rate of $0.530254 per $100 valuation resulting in an increase in tax revenues.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Hold public hearing and receive citizen input on the tax rate.

Summary: The governing body of a taxing unity may not adopt a tax rate that exceeds the lower of the voter-approval rate or the no-new revenue tax rate until the governing body has held a public hearing on the proposed tax rate.

The tax rate that the City Council announced it would hold the public hearings on is $0.530254 per $100 assessed valuation.

The notice of this public hearing was placed in the Eagle, as well as on the City's internet site, and the City's television channel.

The City Council will vote on the tax rate on Thursday August 27, 2026 at 6:00 PM.

Budget & Financial Summary: Council chose a tax rate of $0.530254 per $100 assessed valuation to hold the public hearing. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:
None

August 27, 2026
Item No. 8.2.
Budget Adoption

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an ordinance adopting the City of College Station 2026-2027 Budget; and presentation, possible action and discussion ratifying the property tax revenue increase reflected in the budget.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends the City Council approve the ordinance adopting the proposed 2026-2027 budget with any changes the Council wishes to include. A summary of changes the City Council has discussed will be presented to the Council for consideration.

Staff also recommends the City Council ratify the property tax revenue increase reflected in the budget.

Summary: There are two actions in this agenda item.

First is the consideration of the 2026-2027 proposed budget. The City Council received the proposed budget on July 6, 2026 and held budget workshops on July 13th to July 15th. The City Council held a public hearing on the proposed budget on July 23rd.

The City Council will need to include any proposed revisions to the budget in the motion to adopt the budget.

The second action is ratification of the property tax revenue increase reflected in the budget. This action is required due to recently enacted legislation. House Bill 3195 amends the local government code to say the following:

"(c) Adoption of a budget that will require raising more revenue from property taxes than in the previous year requires a separate vote of the governing body to ratify the property tax increase reflected in the budget. A vote under this subsection is in addition to and separate from the vote to adopt the budget or a vote to set the tax rate as required by Chapter 26, Tax Code, or other law."

The proposed budget will result in additional property tax revenues over last year of approximately $4.9 million.

The proposed tax rate is $0.530254 per $100 assessed valuation.

Budget & Financial Summary: The following is an overall summary of the proposed budget with workshop revisions.

Subtotal Operation and Maintenance:	$394,752,006
Subtotal Capital:	181,594,937
Total Proposed Budget:	$576,346,943

Attachments:

1. Appendix A Budget Ordinance - FY27 Budget w- exhibits

ORDINANCE NO. _____

AN ORDINANCE ADOPTING A BUDGET FOR THE 2026-2027 FISCAL YEAR AND AUTHORIZING EXPENDITURES AS THEREIN PROVIDED.

WHEREAS, a proposed budget for the fiscal year October 1, 2026 to September 30, 2027, was prepared and presented to the City Council and a public hearing held thereon as prescribed by law and the Charter of the City of College Station, Texas, notice of said hearing having first been duly given; and

WHEREAS, the City Council has reviewed and amended the proposed budget and changes as approved by the City Council have been identified and their effect included in the budget; now therefore,

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

PART 1: That the proposed budget as amended by the City Council of the City of College Station, which is made a part hereof to the same extent as if set forth at length herein, is hereby adopted and approved, a copy of which is on file in the Office of the City Secretary in College Station, Texas.

PART 2: That authorization is hereby granted for the expenditure of the same under the respective items contained in said budget with the approved fiscal and budgetary policy statements of the City.

PART 3: The governing body, the City Council, has authorized the City Manager, through the budget ordinance, to assign fund balance. Assignments, unlike commitments, are not permanent and a formal action is not required for the removal of an assignment. Finally, assignments may not result in a deficit in Unassigned Fund Balance. *Assigned Fund Balance* includes amounts that are constrained by the government's intent to be used for specific purposes but are neither restricted nor committed.

PART 4: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby authorized to approve and execute contracts and documents authorizing the payment of funds and to expend public funds for expenditures that are $100,000 or less; to exercise, approve and execute all contract renewal options for approved contracts, subject to and contingent upon appropriation of sufficient budgeted funds by the City, to approve and execute change orders authorizing the expenditure of funds pursuant to the TEXAS LOCAL GOVERNMENT CODE or as provided in the original contract document or in accordance with the applicable Finance administrative procedure. The intent of this section is to provide the ability to conduct daily affairs of the City which involve numerous decisions of a routine nature.

PART 5: That the City Manager and his authorized and designated employees, at his discretion, be, and are hereby, authorized to provide for transfers of any unexpended or unencumbered appropriation balance within each of the various departments and within any other fund of the City.

PART 6: That the City Council hereby approves the funding and the purchases that are made pursuant to interlocal agreements as provided by CHAPTER 271, SUBCHAPTERS (D) AND (F) of the TEXAS LOCAL GOVERNMENT CODE in this budget and authorizes the City Manager and his authorized and designated employees, at his discretion, to approve and execute contracts and documents authorizing the payment of funds, and to expend public funds that have been expressly designated, approved, and appropriated in this budget for new and replacement equipment as set out in the 2026-27 Fiscal Year Fleet and Equipment Replacement Funds and Technology Related Hardware and Software as described in **Attachment "A"** to this Ordinance.

PART 7: That this ordinance shall become effective immediately after passage and approval.

PASSED AND APPROVED THIS 27th DAY OF AUGUST 2026.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

ATTACHMENT A
2026-27 FISCAL YEAR FLEET AND EQUIPMENT REPLACEMENT FUNDS

Department	Year	Description	Replacement Cost
TOURISM	2016	DODGE VAN	80,000
PUBLIC WORKS STREETS	2015	JOHN DEERE TRACTOR	60,000
PUBLIC WORKS STREETS	2019	CAT LOADER	180,000
PUBLIC WORKS STREETS	2021	ZERO TURN MOWER	20,000
PUBLIC WORKS STREETS	2010	TRAILER	180,000
DRAINAGE	2020	ZERO TURN MOWER	20,000
DRAINAGE	2021	ZERO TURN MOWER	20,000
DRAINAGE	2017	BAT WING SHREDDER	37,000
PUBLIC WORKS TRAFFIC	2016	LINELAZER STRIPPING PAINTER	16,000
PUBLIC WORKS TRAFFIC	2018	CHEVY 2500XC UTILITY	85,000
POLICE	2011	ENCLOSED TRAILER	75,000
POLICE	2018	CHEVY 3500CC UTILITY	90,000
POLICE	2022	CHEVY TAHOE	105,000
POLICE	2019	CHEVY TAHOE	70,000
POLICE	2018	RADAR TRAILER	70,000
FIRE	2020	F550 AMBULANCE	500,000
FIRE	2015	PIERCE FIRE TRUCK	1,400,000
FIRE	2015	CHEVY 2500RC	170,000
FIRE	2015	CHEVY 1500	46,000
SOLID WASTE	2019	REAR LOADER	350,000
SOLID WASTE	2019	REAR LOADER	350,000
SOLID WASTE	2022	SIDE LOADER	500,000
SOLID WASTE	2022	SIDE LOADER	500,000
SOLID WASTE	2022	SIDE LOADER	500,000
PARKS AND RECREATION	2018	TORO UTILITY VEHICLE	25,000

PARKS AND RECREATION	2017	JOHN DEERE TRACTOR	60,000
PARKS AND RECREATION	2021	TORO MOWER	25,000
PARKS AND RECREATION	2014	CHEVY 1500	48,000
PARKS AND RECREATION	2014	JOHN DEERE TRACTOR	60,000
PARKS AND RECREATION	2015	JOHN DEERE TRACTOR	60,000
PARKS AND RECREATION	2018	TORO UTILITY VEHICLE	25,000
PARKS AND RECREATION	2015	CHEVY PASSENGER VAN	80,000
PARKS AND RECREATION	2015	F550 BUCKET TRUCK	250,000
PARKS AND RECREATION	2015	EDGE EQUIPMENT	5,000
PARKS AND RECREATION	2020	TORO TURF TOP DRESSER	25,000
PARKS AND RECREATION	2015	JOHN DEERE UTILTY VEHICLE	28,000
PARKS AND RECREATION	2021	TORO UTILITY VEHICLE	25,000
PARKS AND RECREATION	2017	TURF SWEEPER	30,000
PARKS AND RECREATION	2018	TORO REELMASTER MOWER	95,000
PARKS AND RECREATION	2020	TORO REELMASTER MOWER	95,000
PARKS AND RECREATION	2020	TORO REELMASTER MOWER	95,000
PARKS AND RECREATION	2020	TORO MOWER	62,000
PARKS AND RECREATION	2020	TORO TURF TRACTOR	33,000
PARKS AND RECREATION	2017	TORO BLOWER	15,000
PARKS AND RECREATION	2020	TORO DETHATCHER	20,000
PARKS AND RECREATION	2016	CHEVY 3500CC UTILITY	95,000
ELECTRIC	2007	POLE TRAILER	50,000
ELECTRIC	2014	UNDERGROUND CABLE PULLER	215,000
WATER	2014	BOBCAT EXCAVATOR	120,000
WATER	2011	JOHN DEERE BACKHOE	220,000
WASTEWATER	2019	CHEVY 3500CC UTILITY	95,000
WASTEWATER	2006	JCB FORKLIFT	160,000

WASTEWATER	2015	YARD DUMP TRUCK	180,000
WASTEWATER	2015	JOHN DEERE UTILTY VEHICLE	25,000
			$ 7,745,000

ATTACHMENT "A"
2026-27 FISCAL YEAR TECHNOLOGY RELATED HARDWARE AND SOFTWARE

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subchapters (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
Scheduled Replacement/Repair/Additions			
Replacement Computers	200	2,300	460,000
Replacement Scanners			13,000
PC Replacement Parts (Video Cards, Hard Drive & Memory)			5,000
Replacement Public Safety Mobile Data Terminals	5	6,000	30,000
Replace single server	3	20,000	60,000
Server replacement parts			10,000
SQL Std	8	8,500	68,000
Replacement UPS battery/units			109,400
Estimated Additional Desktop Software			35,000
Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop Illustrator, Premier, Audition, Project, Visio, Vstudio.net, AutoCAD, Crystal, Blue Beam			
Camera Maint. and Equipment Replacement			40,000
Motorola Radio Repair/Replacement			37,000
Telephone Repair/Replacement			20,000
Fiber ring expansion			225,000
Subtotal - Scheduled Replacement			**1,112,400**
Service Level Adjustments			
Rubrik			200,117
Host Servers (2)			108,000
Subtotal - Service Level Adjustments			**308,117**
Unscheduled Replacements/Additions			
Estimated Additional Computer setups	75	1,800	135,000
not identified specifically in budget includes but not limited to: Monitor, network card, extended warranty, added memory			
Microsoft Enteprise Agreement Adjustments			30,000
Estimated Additional Desktop Software			20,000
Includes but not limited to New & Upgrade versions of Adobe Acrobat, PageMaker, Photoshop,Illustrator, Premier, Audition Project, Visio, Vstudio.net, AutoCAD, Crystal, Corel Draw, Cognos			
Estimated Additional Printers/Plotters			12,000
Estimated Computer misc. parts			10,000
includes: hard drives, network cards, network cables			
Estimated Monitor upgrades			12,500
includes: larger than standard			
Estimated Additional Scanners	20	800	16,000
Estimated Additional Laptops/Toughbooks	65	1,800	117,000
Estimated Network Upgrades			20,000
Estimated Motorola Radio Repair/Replacement			10,000
Sub-Total Unscheduled Replacement/Additions			**382,500**
Phone System Maintenance			
Cisco_SmartNet Maintenance			68,000
Subtotal - Phone System Maintenance			**68,000**
Network Software on Master License Agreement (MLA)			
Microsoft Enterprise Agreement			536,000
Added M365 additional licenses and services			-
Solarwinds			15,000

Potential Technology Purchases made through a variety of Cooperative Purchasing Interlocal agreements as provided by Chapter 271, Subchapters (D) and (F) of the Texas Local Government Code.

ITEM	Quantity	Estimated Avg. Unit Cost	Projected Total
Rubrik			105,000
VMWARE support through VMWare	38	1,400	53,200
Vcenter Support	2	1,499	2,998
City Works Premium License			110,250
Faster Maintenance			18,000
CTWP Copiers			52,300
UBEO Plotters			17,300
Subtotal - Network Software on MLA			**910,048**
PC Hardware and Software Maintenance/Subscriptions			
AutoCAD			17,000
Adobe Creative Suite			15,000
Adobe Pro			10,000
MimeCast Email Security			99,964
Firewall Maintenance			97,000
Aruba Maintenance			7,000
JIRA ITSM, ITAM and PM			50,474
Siemens Access Control System			32,000
Subtotal - PC Software Maintenance			**328,438**
IBM Hardware and Software Maintenance (GONE FOREVER)			
Hardware Maintenance (2 power 7's)			-
Power 7 Software Subscription and Support	2	9,000	-
Subtotal - IBM Hardware and Software Maintenance			-
		Grand Total	**3,109,503**

August 27, 2026
Item No. 8.3.
Tax Rate Adoption

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on approval of an ordinance adopting the City of College Station 2026-2027 ad valorem tax rate of $0.530254 per $100 assessed valuation, the debt service portion being $0.202646 per $100 assessed valuation and the operations and maintenance portion being $0.327608 per $100 assessed valuation.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends Council adopt the tax rate of $0.530254 per $100 assessed valuation.

Summary: On August 13th, the City Council discussed the tax rate and called a public hearing on a tax rate $0.530254.

The tax rate must be adopted as two separate components – one for Operations and Maintenance and one for Debt Service.

$0.327608	O&M
$0.202646	Debt Service
$0.530254	Total Tax Rate

This is the tax rate that was used to prepare the proposed budget. If the City Council adopts a tax rate lower than the proposed rate, the budget will have to be amended and reduced.

Current Tax Rate:	$0.511872
No New Revenue Tax Rate:	$0.506934
Voter Approved Tax Rate:	$0.537862
Proposed Tax Rate:	$0.530254

Budget & Financial Summary: The public hearing tax rate of $0.530254 per $100 assessed valuation will fund the budget as proposed. The property taxes are used to fund the general debt service of the City as well as a portion of the operations and maintenance costs of the General Fund.

Attachments:
1. Appendix A - Ad Valorem Ordinance - FY26-FY27 - FINAL

ORDINANCE NO. _____

AN ORDINANCE LEVYING THE AD VALOREM TAXES FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF COLLEGE STATION, TEXAS, AND PROVIDING FOR THE GENERAL DEBT SERVICE FUND FOR THE YEAR 2026-27 AND APPORTIONING EACH LEVY FOR THE SPECIFIC PURPOSES.

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

SECTION I. That there is hereby levied and there shall be collected for the use and support of the municipal government of the City of College Station, Texas, and to provide General Debt Service for the **2026-27 fiscal year** upon all property, real, personal and mixed within the corporate limits of said city subject to taxation, a tax of **fifty-three and two hundredths and fifty-four thousand cents ($0.530254) on each one hundred dollar ($100.00)** valuation of property, and said tax being so levied and apportioned to the specific purpose herein set forth:

1. For the maintenance and support of the general government (General Fund), **thirty-two and seventy-six hundred and eight thousand cents ($0.327608) on each one-hundred-dollar ($100.00)** valuation of property; and

2. For the general obligation debt service (Debt Service Fund), is **twenty and twenty-six hundred and forty-six thousand cents ($0.202646) on each one hundred dollars ($100.00)** valuation of property to be used for principal and interest payments on bonds and other obligations of the fund.

SECTION II. All moneys collected under this ordinance for the specific items therein named, shall be and the same are hereby appropriated and set apart for the specific purpose indicated in each item and the Assessor and Collector of Taxes and the Chief Financial Officer shall keep these accounts so as to readily and distinctly show the amount collected, the amounts expended and the amount on hand at any time, belonging to such funds. It is hereby made the duty of the Tax Assessor and Collector to deliver a statement at the time of depositing any money, showing from what source such taxes were received and to what account (General Fund or General Debt Service Fund) the funds were deposited.

DRAFT

SECTION III. **THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.**

SECTION IV. **THE TAX RATE WILL EFFECTIVELY BE RAISED BY xxx PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATELY $xxx.**

SECTION V. That this ordinance shall take effect and be in force from and after its passage.

PASSED AND APPROVED THIS 27th DAY OF AUGUST 2026.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

August 27, 2026
Item No. 8.4.
Fee Resolution

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution adopting fees, rates and charges as provided by Chapter 2 “Administration”, Article V “Finance” Division 2 “Fees, Rates and Charges” of the Code of Ordinances, City of College Station, Texas.

Relationship to Strategic Goals:
Good Governance
Financial Sustainability
Core Services & Infrastructure
Neighborhood Integrity
Diverse & Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): Staff recommends the City Council approve the resolution adopting the Fees, Rates and Charges for Fiscal Year 2027.

Summary: All fees, rates and charges in the Code of Ordinances are adopted by resolution of the City Council as provided in Sec. 2-117 of the Code. Each year with the budget the Council adopts a new resolution to keep the fees, rates, and charges current. Any updates to ordinances related to fees are also updated with this resolution.

Budget & Financial Summary: Detail of revenue history and budget estimates by major fund can be found in the Fiscal Year 2027 budget document at Appendix D.

Attachments:
1. Fee Resolution FY27 Final Clean 7-16-26
2. Fee Resolution Summary for Council FY27

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS (CITY), ESTABLISHING THE FEES, RATES AND CHARGES AS AUTHORIZED IN CHAPTER 2 "ADMINISTRATION", ART. V. "FINANCE", DIV. 2 "FEES, RATES AND CHARGES" OF THE CODE OF ORDINANCES; AND REPEALING PRIOR FEES, RATES AND CHARGES FOUND RESOLUTIONS AND AMENDMENTS AND REPEALING PRIOR RESOLUTIONS AND AMENDMENTS ESTABLISHING ANY FEES, RATES OR CHARGES.

WHEREAS, the Code of Ordinances, City of College Station, Texas contains substantially all ordinances compiled, adopted and approved by the College Station City Council; and

WHEREAS, Chapter 2 "Administration", Art. V. "Finance", Div. 2 "Fees, Rates and Charges" of the Code of Ordinances, City of College Station, Texas requires all fees, rates and charges be adopted by resolution; now therefore,

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

PART 1: That the City Council has approved, authorized and established the fees, rates and charges as provided by Chapter 2 "Administration", Art. V. "Finance", Div. 2 "Fees, Rates and Charges" of the Code of Ordinances, City of College Station, Texas, and as shown in **Exhibit A, "Fees, Rates and Charges"**.

PART 2: That reference to a Chapter, Article, Division or Section in **Exhibit A, "Fees, Rates and Charges"** shall be considered a reference to the same Chapter, Article, Division or Section from the Code of Ordinances, City of College Station, Texas.

PART 3: That the City Council hereby repeals all prior resolutions and amendments establishing any fees, rates or charges as are established in **Exhibit A, "Fees, Rates and Charges".**

PART 4: That this resolution shall become effective immediately after passage and approval.

ADOPTED this XXth day of August, 2026.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A
FEES, RATES AND CHARGES

CHAPTER 2: ADMINISTRATION

1. **Article V. Finance**
   Division 2. Fees, Rates and Charges

   a. **Sec. 2-118. Service fees.**
      i. Service fees established.
         1. The fee for a payment by a card for a fee, fine, court cost, or other charge shall be set as **$3.00** per transaction.
         2. Returned check fee to pay any amount - **$25.00**
         3. Credit Card Charge Back Fee - **$25.00**
         4. Notary Public fee per document **- $6.00**

   b. **Sec. 2-119. Police Department Services.**
      i. Police Escorts. **$50.00** per hour per each officer.
      ii. Livestock Permit Fee. – **$35.00**

   c. **Sec. 2-120. Fire Department Services**
      i. Requests for incident reports prepared by the Fire Department.
      ii. Mileage charges for Fire Department services outside the City limits will be in accordance with the IRS Standard Mileage Rates and may change from time to time. All tests conducted outside the city limits shall be charged at this rate times 1.5 plus mileage plus **$20.00** for travel time.
      iii. Fire Department inspections of day care centers. - **$50.00**
      iv. Fire Department inspections of foster homes. - **$30.00**
      v. Fire Department inspections of nursing home facilities. - **$150.00**
      vi. Fire Department inspections of health care facilities. - **$150.00**
      vii. Fire Department Alternative Fire Suppression Systems Permit- **$100**
      viii. Access Control tied to Fire Alarm Permit **- $100**
      ix. Fire Department Fire Alarm Permit. **$100.00** for up to 25 devices. Additional devices after are **$2.00** per device. Any additional inspections are **$75.00** per hour with a 2-hour minimum paid in advance. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes will be permitted per building up to 4 floors.
      x. Fire Department underground fire lines permit. - **$150.00**
      xi. Fire Department Fuel tank Permit **$100.00**
      xii. Fuel line leak testing performed by the Fire Department. - **$100.00**
      xiii. Fire Department Fire sprinkler system Permit. **$125.00** for up to 100 heads. Additional heads after 100 are **$1.00** per head. Any additional inspection on the same system is **$125.00** per inspection. Multi-story buildings floors 1-4 are included. Any additional floors above 4 are permitted per floor. Multi-building complexes are permitted per building up to 4 floors.
      xiv. Fire Department inspections of a hospital- **$250.00**

xv. Annual life safety inspections, after the second re-inspection a **$150** re-inspection fee will be assessed on each inspection thereafter.

xvi. Fire Department Burn Permit Fee – Ten Day Commercial Burn Permit **$500.00** and Ten Day Residential Burn Permit **- $50.00**

xvii. Fire Department after hours (after hours means anytime other than Monday – Friday 8 AM – 5 PM) inspection - **$75.00 per hour, per inspector with a two-hour minimum charge.**

xviii. Fire Department Stand by for special events **$75 per hour per person (2 person minimum)**

xix. The provision of emergency medical services basic life support (BLS) with transportation. - **$1,200.00** base fee plus **$19.00** per loaded mile

xx. The provision of emergency medical services advanced life support (ALS1) with transportation. - **$1,400.00** base fee plus **$19.00** per loaded mile

xxi. The provision of emergency medical services advanced life support, level 2 (ALS2) with transportation. - **$1,650.00** base fee plus **$19.00** per loaded mile

xxii. The provision of emergency medical services specialty care transport (SCT) from one medical facility to another medical facility. - **$1,700.00** base fee plus **$19.00** per loaded mile

xxiii. The provision of fire and emergency medical services for non-residents without transportation. - **$250.00**

xxiv. Administrative fees and reimbursement fees for supplies and medications.

1. The provision of BLS, ALS1 or ALS2 services with transportation when oxygen is used shall be charged a **$130.00** supply fee to cover oxygen costs.
2. The provision of BLS services with transportation shall be charged a **$200.00** supply fee to cover single patient use items.
3. The provision of ALS1 or ALS2 services with transportation shall be charged a **$400.00** supply fee to cover single patient use items.

xxv. Hazardous Materials incidents

1. Level I response - Claim will include engine response, first responder assignment, perimeter establishment, evacuations, set-up, and command.

   $300 per hour with a 1-hour minimum plus consumables at market value.
2. Level II response - Claim will include engine response, first responder assignment, hazmat certified team and appropriate equipment, perimeter establishment, evacuations, set-up and command, Level A or B suit donning, breathing air and detection equipment. Set-up and removal of decontamination center. **$600** per hour with a 2-hour minimum plus consumables at market value.

xxvi. Mobile Food Vendor Permit. **-$100.00**

xxvii. Hot Work Permit. - **$100.00**

xxviii. Emergency Access Gate Permit. **-$50.00**

d. Sec. 2-122. Planning and Development Services Department.

The development application and permit fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

i. Building permit fees for structures requiring a building permit:

1. Building Permit Fee Schedule

2. RESIDENTIAL

Single-Family or Duplex Permits	
Permit Types	**Permit Fee**
New Single-Family or Duplex Building	$0.77 per square foot
Accessory: Living Quarters or Pool House	$0.77 per square foot; $130 minimum
Accessory: All Other	$0.57 per square foot; $65 minimum
Mechanical Change-Outs	$98
Mechanical Permit	$55 minimum for the first 1,000 square feet of building area plus $0.03 per square foot over 1,000 square feet
Remodel or Addition	$0.77 per square foot; $130 minimum
Re-Roof	$98

Multi-Family Permits	
Permit Types	**Permit Fee**
New Multi-Family Building	$0.47 per square foot
Accessory: All Other	$0.57 per square foot; $65 minimum
Mechanical Change-Outs	92 incorrect @ $98
Mechanical Permit	$55 minimum for the first 1,000 square feet of building area plus $0.03 per square foot over 1,000 square feet
Remodel or Addition	$0.47 per square foot; $130 minimum
Re-Roof	$5

4. COMMERCIAL PERMITS

Commercial Permit Types	Permit Fee
New Commercial Building	Permit Fee Schedule
Remodel, Addition, or Accessory	Permit Fee Schedule
Mechanical and Mechanical Change-Outs	$42 minimum for the first $1,000 valuation, plus $6.95 for each additional $1,000 valuation, or fraction thereof
Mechanical Vent Hood	$98
Mechanical Walk-In Cooler	$98
Re-Roof Permit	$195
Window Replacements	Permit Fee Schedule $130 Minimum

5. PERMIT FEE SCHEDULE

Estimated Building Construction Valuation	Permit Fee
$0 to $50,000	$42 for the first $1,000 valuation plus $6.95 for each additional $1,000 valuation, or fraction thereof, up to $50,000 valuation
$50,001 to $100,000	$381 for the first $50,000 valuation plus $5.55 for each additional $1,000 valuation, or fraction thereof, up to $100,000 valuation
$100,001 to $500,000	$659 for the first $100,000 valuation plus $4.35 for each additional $1,000 valuation, or fraction thereof, up to $500,000 valuation
$500,001 and up	$2,323 for the first $500,000 valuation plus $2.80 for each additional $1,000 valuation thereafter

6.

7. MISCELLANEOUS PERMITS

Banner Permit	$291
Construction Board of Adjustments	$707
Contractor Registration	$83
Demolition Permit	$69
Driveway Permit	$69
Electrical Permit	$55 minimum for the first 1,000 square feet of building area plus $0.03 per square foot over 1,000 square feet
Electrical Repair or Alteration	$55

Inspections After Hours (anytime other than M-F, 8-5)	$102 per hour; $198 minimum
Irrigation Permit	$42
Location Permit	$69
Moving Permit	$139

Plumbing Permit Base Fee	$41
Plumbing Fixtures (includes sinks, lavatories, water heaters, tubs, showers, urinals, water closets, bidets, drinking fountains, floor drains, dishwashers, oil/sand traps, link traps, grease traps, machines, etc.)	$6.95
Sewer Line (new or replacement)	$6.95
Water Line (new or replacement)	$6.95
Storm Sewer Line (new or replacement)	$6.95
Plumbing Gas Permit Base Fee	$41
Gas Piping (up to four gas outlets)	$6.95
Gas Piping (each gas outlet over four)	$1.40
Pool Permit	Permit Fee Schedule
Portable Storage Container Permit	$69
Reinspection (applies to all inspections)	$136
Sign Permit (includes Grand Opening; excludes Banners)	$211
Solar Panels – Residential	$716
Solar Panels – Commercial	$847
Tank Permit (fuel and water tanks, fuel dispensing systems)	Permit Fee Schedule
Temporary Power Pole: College Station Utilities (includes connection)	$104
Temporary Power Pole: Bryan Texas Utilities	$41
Temporary Power Pole: Entergy	$41
Tent Permit	Permit Fee Schedule
Window Replacements (Residential)	$130

Planning and Development Services Fees as Authorized by Appendix A-12-3.2- C-3.

Abandonment – Easement or ROW		$1,040
Administrative Adjustment		$139
Alternative Parking Plan		$139
Comprehensive Plan Amendment		$1,720
Conditional Use Permit		$1,720
Design Review Board		$527
Development Permit/Public Infrastructure Review and Inspection Fee		$790.12 minimum; plus the infrastructure fees shown below
	Water	$189.14 per 100 Linear Feet
	Sewer	$148.16 per 100 Linear Feet
	Storm	$169.16 per 100 Linear Feet
	Street	$589.46 per 100 Linear Feet
	Sidewalk	$337.28 per 100 Linear Feet
Lift Station Review and Inspection		$3,410.31
Final Plat or Development Plat		$1,373
Final plat (minor or amending)		$1,040
Waiver or Variance – Subdivision Regulations		$347
Non-Residential Architectural (NRA)		$527
Preliminary Plan		$1,373
Reinspection (applies to all inspection types)		$136
Rezoning (Including PDD and P-MUD)		$1,720
PDD Amendment - P&Z and Council Review		$472
PDD Amendment - Staff Review Only		$264
Site Plan		$1,373
Minor Site Plan		$527
Written Interpretation		$166
Zoning Board of Adjustment		$527
Zoning Letter		$139

a. Sec. 2-123. City Facility Use Fees

The fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. The City Manager may set the fees, rates, or charges to use any City Facility that is not covered by the Code of Ordinances.

b. 1207 Visitor Center and Event Space user fees, rates, and charges.

User Fee up to 4 hours	$2,060
User Fee up to 8 hours	$3,090
Refundable Security Deposit	$1,000
Use of City Staff for Set-Up, Take Down, Clean-up or Security,	Applicable fully loaded direct costs for personnel utilized for actual time incurred

FEES, CHARGES AND RATES NOT LISTED IN FINANCE SECTION OF CODE OF ORDINANCES:

CHAPTER 6: ANIMALS

1. Article I. In General

a. Sec. 6-116(1). Requirements for owner of a dangerous dog.

i. Registration. Register the dangerous dog with the Animal Control Authority and pay an annual registration fee of **$500.00** for the first year and a **$250.00** re-registration fee thereafter unless such dog has violated one or more provisions of this chapter during the previous year, in which case an annual renewal registration fee of **$500.00** shall be assessed as established in Section 2-117.

b. Sec. 6-150(c). Rabbits.

i. Permit requirements. The following is required to be issued a permit for keeping of rabbits in a single-family residential zone: payment of a fee as may be established in Section 2-117. - **$35.00**

c. Sec. 6-151(c). Ferrets.

i. Permit requirements. The following is required to be issued a permit for ferrets: payment of a fee as may be established in Section 2-117. - **$35.00**

CHAPTER 8: BUSINESSES

1. **Article III. Credit Access Businesses**
   Division 2. Registration

   a. **Sec. 8-81. Required.**
      i. A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business. A fee of **$50.00**, which may be amended from time to time by resolution or ordinance is established for each physically separate credit access business within the City limits.

2. **Article IV. Gravediggers**
   Division 2. License

   a. **Sec. 8-145. Gravediggers.**
      i. A person who seeks a license hereunder shall apply to the City Secretary on a form furnished for such purpose. Upon meeting the qualifications and requirements of this division, such person shall be issued a license by the City Secretary. Each new applicant shall pay an application fee of **$100.00**. Each licensee must pay a yearly renewal fee of **$25.00**. All yearly fees and proof of insurance are due by March 15. A license shall be effective for a period of one year from the date of issuance or until the set renewal date of March 15.

3. **Article V. Home Solicitation**
   Division 2. Home Solicitor Registration

   a. **Sec. 8-210(b). Application; fee; expiration; non-transferability; material changes.**
      i. Application filed under this section must be accompanied by a nonrefundable registration fee of **$50.00**.
      ii. Renewal Application filed under this section must be accompanied by a nonrefundable registration fee of **$25.00.**
      iii. Identification badge fee - **$10.00.**

   b. **Sec. 8-211(d). Issuance, denial, and display of registration; identification badge.**
      i. If a City-issued home solicitor's identification badge is lost, mutilated, or destroyed, the City Manager or designee shall issue the registrant a duplicate identification badge upon payment of a **$10.00** duplicate badge fee.

   Division 3. Itinerant Vendor Permit

   a. **Sec. 8-235(d). Required; application.**
      i. An application for an I-Vendor permit shall be accompanied by a fee of **$69.00**

4. **Article VI. Carnivals, Circuses, Menageries, Sideshows, Concessions, and Special Events**
   Division 2. Permit

   a. **Sec. 8-296. Fees.**
      i. **Application.** The applicant shall pay a nonrefundable application fee established in Section 2-117 upon submission of an application to the City. The application fee may be waived for a nonprofit association holding an event. The application fee shall not be waived for any event involving alcohol sales and/or consumption. **- $277.00**
      ii. **Re-inspection fee**. If the event is not operated on consecutive calendar days, the City shall re-inspect the premises as provided herein. A re-inspection fee of **$69.00** shall be paid by the applicant to the City to cover the cost of each re-inspection.

5. **Article VII. Secondhand Dealers**
   Division 2. Permit

   a. **Sec. 8-361(a). Issuance, fee.**
      i. Upon receipt of the application, the City Accounts Receivable Fiscal Services Department shall issue a permit upon the payment of a fee established by the City Council in Section 2-117; provided, however, no permit shall be issued to any applicant who has been found guilty of a criminal offense against property defined in Texas Penal Code title 7 (Texas Penal Code ch. 28 et seq.) by a court of competent jurisdiction within the preceding five years. Permits issued hereunder shall be valid for a period of one year from the date of issuance thereof.

(Removed)

6. Article XI. Taxicabs
Division 2. Service License

a. Sec. 8-588(c). Application.
i. Each application shall be accompanied by a non-refundable license fee of **$50.00** per taxicab license service to defray the expense of carrying out the provisions of this section.

Division 3. Driver Permit

b. Sec. 8-619(b). Fee generally; issuance; term.
i. The annual fee for driver's permits issued prior to June 30 shall be **$10.00**. Fees for permits issued on June 30 or there after shall be **$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **$5.00** fee.

c. Sec. 8-620. Term; expiration; renewal.
i. The term of all permits shall be for not more than one year with expiration on December 31. Renewals shall be applied for in the same manner as specified for the original permit. Renewal permits may be issued during the month of December for expiration on December 31 of the following year. Permit documents which are lost or destroyed may be replaced upon payment of a **$5.00** fee.

Division 4. Vehicle Permit

d. Sec. 8-650. Fees.
i. The annual fee for vehicle permits issued prior to June 30 shall be **$10.00**. Fees for permits issued on June 30 or there after shall be **$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **$5.00** fee.
ii. The annual fee for vehicle permits issued prior to June 30 shall be established in Section 2-117. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a fee established in Section 2-117. **$50.00**

e. Sec. 8-654. Reinstatement of suspended permit; fee.
i. Vehicle permits suspended because of failure to comply with the requirements of Section 8-649(b) may be reinstated as soon as the vehicle is brought back into compliance with Section 8-649(b). Application for such reinstatement shall be made in writing to the City on the form provided by the City. The non-proratable fee for such reinstatement shall be **$5.00**.

7. Article XII. Pedicabs
Division 2. License and Permit
Subdivision II. License

a. Sec. 8-742. License fee.
i. Each application must be accompanied by a non-refundable license fee **$50.00**.

Subdivision III. Permit

b. Sec. 8-774(c). Pedicab Permits.
i. Fees. The annual fee for pedicab permits issued prior to June 30th shall be **$10.00**. Fees for permits issued on June 30th or there after shall be **$5.00**. The fee is not refundable in the event the permit is canceled or revoked prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **$5.00** fee.

c. Sec. 8-775(d). Revocation and suspension of pedicab permit.
i. Reinstatement of suspended permit and fee. Pedicab permits suspended because of failure to comply with the requirements of this article may be reinstated as soon as the pedicab is brought back into compliance. Application for such reinstatement shall be made in writing to the City on the form provided by the City. The fee for reinstatement shall be **$5.00**.

Division 3. Driver Permit

d. Sec. 8-806. Fee.
i. The fee for driver permits issued prior to June 30th shall be **$10.00**. Fees for permits issued on June 30th or there after shall be **$5.00**. No portion of the fee shall be refunded in the event the permit is terminated prior to expiration. Permit documents which are lost or destroyed may be replaced upon payment of a **$5.00** fee.

8. Article XIII. Shared Micromobility
a. Sec. 8-824. Fees and Costs.
i. Permit Application Annual Fee. **$976.00**.
ii. Permit Renewal Fee. **$488.00.**
iii. Removal, Impoundment, and/or Relocation Fee. A shared mobility operator shall be assessed a **$162.00** for each bike removed, impounded, or relocated.
iv. Abandonment Fee. Escrow balance to remain with the City for continued operations $**,5,820.00.**

CHAPTER 10: CEMETERIES

1. Article II. City Owned or Maintained Cemeteries

a. Sec. 10-25(e). Purchase options.

i. Price. The price of all spaces in the City cemeteries shall be established as:

CEMETERY FEES		*FY 2026*
1. College Station Cemetery:		
	Standard Space	$1,750
	Cremate Space	$440
	Infant Space	$220
2. Memorial Cemetery of College Station:		
Municipal Section:	Standard Space	$1,750
(Single / Double)	Columbaria Niche	$825 / $1445
	Infant Space	$220
Aggie Field of Honor:	Standard Space	$3,250
(Single / Double)	Columbaria Niche	$1,650 / $3000
3. Grave Opening and Closing Fee		$150
4. Mark the Grave and Set the Monument		$100
5. Memorial Bench Set Fee		$100
6. Cemetery Deed Filing Fee		Up to $34

CHAPTER 12: EMERGENCY MANAGEMENT AND EMERGENCY SERVICES

1. **Article III. Ambulances**
   Division 2. Permit

   a. **Sec. 12-79(a). Permit fees, conditions and renewal.**
      i. The fee for the permit required in Section 12-77 shall be **$500.00 per company and $150.00** per ambulance, and all permits issued under this division shall terminate on December 31 of each year. Such permits may be renewed by paying the permit fee and submitting proof of current Texas Department of Health Services license and liability requirements as provided in section 12-78, and other documentation required by the EMS Chief.

2. **Article IV. Alarm Systems**

   a. **Sec. 12-113(b). False alarms.**
      i. An alarm user or subscriber shall be allowed three false alarms in a preceding 12-month period without penalty. After this, a user or subscriber shall be assessed a fine fee based on the following schedule established in Section 2-117.

      ii. Police Department Number of False Alarms Fine
         1. 1—3 false alarms **$0.00**
         2. 4—5 false alarms **$50.00** for each false alarm
         3. 6—7 false alarms **$75.00** for false alarm
         4. 8 or more false alarms **$100.00** for each false alarm

      iii. Fire Department Number of False Alarms
         1. 1—3 false alarms **$0.00**
         2. 4—5 false alarms **$85.00** for each false alarm
         3. 6—7 false alarms **$110.50** for false alarm
         4. 8 or more false alarms **$145.00** for each false alarm

CHAPTER 14: ENVIRONMENT AND NATURAL RESOURCES

1. Article II. Oil and Gas
Division 2. Production Permits
Subdivision I. In General

a. Sec. 14-58. Permit application generally.

i. A permit application shall include Application fee as set by Council resolution established in Section 2-117.

b. Sec. 14-67(b). Permit period and renewal.

i. The operator will submit an application form for a renewal permit no later than 30 days before the expiration of the operator's permit, and indicate in the application what changes are requested at the oil or gas operations site. An inspection and renewal fee established in Section 2-117 shall be paid at the time of reapplication. The operator recognizes the reclassification of a permit from rural to urban may occur due to adjacent development. **$8,408.00**

ii. Application requirements. Renewal applications shall include any of the following items which have changed since the original permit application, which shall be current and updated, as applicable, to cover the renewal period:

1. Renewal application fee as set by Council resolution established in Section 2-117. **$2,802.00**

Subdivision II. Permit Types and Requirements

a. Sec. 14-99(b). Urban permit.

iii. Notice. Before consideration of an urban permit application by the City Council, the City Engineer shall cause the following notices of public hearing to be issued, at the operator's expense, no later than two weeks before the regular Council meeting in which the public hearing will be held:

1. Notice of the public hearing shall be published in a newspaper of general circulation in the City.

2. Notice of the public hearing shall be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **$5.55** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public the consent form acceptable to the City.

b. Sec. 14-100(a). Rural permit.

i. Notice. Before final consideration of a rural permit application by the City Engineer, the City Engineer shall cause the following notices to be issued, at the operator's expense, to provide at least a two-week public comment period before any final action is taken by the City Engineer:

3. Notice of the rural permit application shall be published in a newspaper of general circulation in the City; and
4. Notice shall also be made to all persons with property within 1,000 feet of the proposed oil or gas operations site as shown by the latest Brazos County Appraisal District certified tax rolls, by certified mail, return receipt requested. The operator shall pay the City **$5.55** for each such notification letter. No notification letter shall be required for property owners who have signed and acknowledged before a Notary Public consent to the proposed oil or gas operations or waiver of the right to receive further notices.

a. **Sec. 14-101. Seismic survey permit.**
   i. Process. To obtain a permit, the operator must apply to the City, pay the permit fee as established by resolution of the City Council established in Section 2-117, and execute a License Agreement on a form approved by the City Attorney. The City Manager or his/her designee may negotiate and execute the License Agreement on behalf of the City. **$7,004.**

Division 3. Other Requirements

b. **Sec. 14-151(a). Abandonment.**
   i. The operator pays an abandonment fee in an amount set by Council resolution established in Section 2-117. **$2,802.**

CHAPTER 16: FIRE PREVENTION AND PROTECTION

1. Article I. In General

a. Sec. 16-2(b). Emergency and rescue services.

i. Fees shall be collected for services provided within the College Station Fire Department designated response area that includes both inside and outside the City limits. Fees will not exceed the amount expended by the College Station Fire Department. Fire Administration shall collect applicable incident report information that will be forwarded to the College Station Fire Department's authorized agent responsible for collection of any incurred fees. The fees shall be established in Section 2-117.

CHAPTER 24: LIBRARIES

1. Ch. 24. Libraries

a. Sec. 24-2. Library fines, fees and other charges.

i. All collections. **$0.25** per day, with a maximum being the replacement cost of the materials (books, paperbacks, phonograph records, audiobooks, cassettes, periodicals and materials from the vertical file). There shall be a five-day grace period for books and paperbacks borrowed from the adult collection.

ii. All collections of art prints and sculpture and DVD's, Blue-rays**. $1.00** per day, with a maximum being the cost to replace the item.

iii. Lost materials. Charges for lost or irreparably damaged items include the cost of the item plus a **$5.00** non-refundable service charge.

iv. Damaged materials. Charges are determined by the cataloging department of the library, based on the amount of time spent and materials used in repairing the item. – **Cost of the item** plus **$5.00.**

v. Replacement of borrower's card. The initial card for County residents is free of charge. A **$3.00** fee will be charged to replace a lost card.

vi. Non-resident library cards. Library cards will be issued to out-of-County residents for an annual fee of **$24.00**; such card is valid for one year from the month of purchase.

vii. Returned Check Fee is **$15.00**.

viii. Any collection agency fees.

CHAPTER 28: MUNICIPAL COURT OF RECORD

1. Ch. 28. Municipal Court of Record

a. Sec. 28-1(i). Generally.

i. In the event of an appeal, the appellant shall pay a transcript preparation fee in the amount of **$25.00**. The transcript preparation fee does not include the fee for an actual transcript of the proceedings. The Clerk shall note the payment of the fee on the docket of the Court. If the case is reversed on appeal, the fee shall be refunded to the appellant. In addition to the transcript preparation fee, the fee for the actual transcript of the proceedings and statement of facts must be paid by the appellant, pursuant to Texas Government Code §§ 30.00014 and 30.00019.

b. Sec. 28-3(b)(3). Juvenile Case Manager / Truancy Prevention & Diversion

i. Each defendant convicted of a fine-only misdemeanor offense in the Municipal Court shall pay a Juvenile Case Manager fee of **$5.00** as a cost of Court in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a fine-only misdemeanor offense.

c. Sec. 28-4(c). Municipal Court building security fund.

i. Each defendant convicted of a misdemeanor offense in the Municipal Court shall pay a Municipal Court building security fee of **$4.90** as a cost of Court, in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

d. Sec. 28-5(c). Municipal Court technology fund.

i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court technology fee of **$4.00** in addition to any other fines, penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

e. Sec. 28-6(b). Municipal Court child safety fund.

i. Authorization for fund. For every violation of an ordinance, regulation, or order regulating the stopping, standing, or parking of vehicles as allowed by Texas Transportation Code § 542.202 or ch. 682 in the Municipal Court as a cost of Court, **$5.00** shall be assessed in addition to any other fines, penalties, or Court costs and shall be collected in the same manner that other fines in the case are collected.

f. Sec. 28-5(c). Municipal Jury fee.

i. Each defendant convicted of a misdemeanor offense in the Municipal Court of Record shall pay a Municipal Court Jury fee of **$.10** in addition to any other fines,

penalties, or Court costs required by City ordinance or State or Federal law. A separate fee must be paid for each separate conviction of a misdemeanor offense.

g. Sec. 28-5(d). Local Consolidation fee.

Courts are permitted to assess a single dollar amount that is then apportioned to various funds by percentages outlined in the Chapter 134 of the Local Government Code. The Local Consolidation Fee is as follows:

Local Consolidated Fee ($14)		
Fund	Percent	Dollar
Municipal Court Building Security Fund	35	$4.90
Local Truancy Prevention and Diversion Fund	35.7143	$5.00
Municipal Court Technology Fund	28.5714	$4.00
Municipal Jury Fund	.7143	.10¢

CHAPTER 32: PARKS AND RECREATION

1. **Article II. Public Conduct in Parks and Recreational Areas Division**

2. **Use Permits**

   a. **Sec. 32-62(6). Application procedure**.
      i. Payment of a fee, if any, as may from time to time be established by the City Council by Section 2-117.

PARKS & RECREATION DEPARTMENT

GENERAL FUND USER FEES

ATHLETIC FIELDS	***FY 2026***	
	Resident	***Non-Resident***
1. Athletic Field Rental ~ One (1) Field, Per Day (Includes Field Redevelopment Fee of $15)	$315	$394
2. Athletic Field Rental ~ One (1) Field, Per Hour (Includes Field Redevelopment Fee of $5)	$42	$53
3. Athletic Field Rental Deposit	Varies	
4. Lights for Field Rentals (Per Hour/Per Field)	$32	$40
6. Tournament/Event Rate	*Contact Parks and Recreation for Pricing*	
7. Key Fee (New Annual Fee and Replacement Fee)	$11 each	
~ In addition to the rental fees, a deposit will be charged and paid by the renter in advance of any tournament. The deposit will vary depending on the type and size of the tournament.		
~ In addition to the rental and deposit fees, additional fees may be assessed to the renter depending on the length and type of tournament in order to cover expenses incurred by the City for personnel and supplies needed to facilitate the tournament.		
~ Initial game field prep and light fees are included in the daily rental fee, but not in hourly rental fees.		

PAVILION RENTAL DAILY RATES	*FY 2026* Resident Rate	Non-Resident Rate
1. Bee Creek (100) / Oaks (40) Pavilions		
Monday – Thursday	$210	$263
Friday – Sunday, and Holidays	$263	$329
Deposit	$210	$210
2. Central (200) / Bachmann (300) Pavilions		
Monday – Thursday	$315	$394
Friday – Sunday, and Holidays	$368	$460
Deposit	$210	$210
3. John Crompton Park Pavilion (100)		
Monday – Thursday	$210	$263
Friday – Sunday, and Holidays	$263	$329
Deposit	$210	$210
4. American Pavilion in Veterans Park (500)		
Monday – Thursday	$368	$460
Friday – Sunday, and Holidays	$420	$525
Deposit	$210	$210
5. Dog Park Rentals – (Steeplechase Park and University Park)	$158	$198
6. Transfer / Cancellation Fee Per Change	$21	
~ Deposits are refundable if the facility is left clean, damage-free, and the keys are returned.		
~ Deposits are refundable, less the $20 cancellation fee if reservation is cancelled no later than seven (7) days prior to rental date.		
~ ( ) – The parenthesis by each pavilion shows the limit of occupants that the pavilion can facilitate.		

PERMITS & COMMISSIONS	*FY 2026*
1. Vendor Permit	$55
2. Alcohol Permit	$60
~ Permit is required when alcohol is served at Lick Creek Nature Center, Lincoln Center, Meyer Community Center, Southwood Center, Wolf Pen Creek and Veterans Park rentals.)	
3. Boot Camp Permit (per time slot selected weekly)	$11 per month
4. Commissions: (Gross Sales minus Sales Tax)	
Food & Drinks	10%
Other Goods	10%
Alcoholic Beverages	20%

	FY 2026	
WOLF PEN CREEK	*Resident*	*Non Resident*
1. Amphitheater Rentals Per Day:		
Non-Commercial	$1,100	$1,375
Private/Commercial	$1,600	$2,000
2. Green Room Events ~ per hour, 2 hour minimum		
Non-Commercial	$105	$131
Private/Commercial	$126	$158
3. The Plaza at Wolf Pen Creek		
Rental (Includes Pavilion and Restroom)	$210	$263
4. Festival Site Rental		
Non-Commercial	$790	$988
Private/Commercial	$1,100	$1,375
5. Amphitheater & Festival Site Rental		
Non-Commercial	$1,315	$1,644
Private/Commercial	$1,850	$2,313
6. Deposit		
Green Room, Plaza, or Festival Site	$210	
Amphitheater	$630	
7. Transfer / Cancellation Fee Per Change	Per Rental Agreement	
~ A percentage of ticketing and fees for service personnel and vending charges will be added accordingly for amphitheater rentals.		
~ A percentage of the gate will be negotiated for commercial events.		
~ Non-Commercial is defined as: Non-profit, student, civic or private.		
~ Security deposits are based upon participants/attendees.		

PARKS & RECREATION DEPARTMENT
FY 2026 REC FUND FEES

ADULT SPORTS PER TEAM	FY 2026	
	Resident Rate	Non-Resident Rate
1. Volleyball (No Field Redevelopment Fee Included)	$260	
2. Softball (Inc. $50/Team Field Redevelopment Fee)	$430	
3. Adult Team Sports (No Team Field Redevelopment Fee)	$430	
4. Adult Sports per person fee ($10 Team Field Redevelopment Fee if applicable)	$80	
5. Ultimate Frisbee	N/A	
6.		
7. Outside League Field Redevelopment Fee Per Team	$100	$125
8. Outside League Per Game Contract Fee	$16	$20
9. Transfer/Cancellation/Late Registration Fee	$21	
Adult sports are registered as a team unless otherwise noted.		

INSTRUCTION FEES PER PERSON	FY 2026	
	Resident Rate	Non-Resident Rate
1. *All class fees will be set according to the individual needs of each class and are based upon the City of College Station recovery policy.*		+25%
2. Instruction Class Transfer / Cancellation Fee	$21	

YOUTH SPORTS PER CHILD	FY 2026	
	Resident	Non-Resident
1. Youth sports without Field Redevelopment fee	$84	$105
2. Youth sports with Field Redevelopment fee ($10 per child)	$84	$105
3. Outside League Field Redevelopment Fee Per Child ~ All Sports (based on City tier system per season)	$17/21/27	$21/26/34
4. Challenger Sports (Basketball, Bowling, Soccer)	$16	$20
8. Youth Sports Transfer/Cancellation Fee (Per Child)	$21	

AQUATICS PROGRAMS	FY 2026	
	Resident	Non-Resident
1. Swim Lessons		
45-Minute Lesson	$53	$66
25-Minute Lesson*	$48	$60
3. Water Fitness (Unlimited Pass)	$105	$131
4. Swim Team (No Field Redevelopment Fee) (-$10 each sibling)	$142	$178
5. Transfer / Cancellation Fee	$21	
**** Children ages 5 and under attend only a 25-minute lesson. All other lessons are 45 minutes in length.***		
6. General Admission Per Person (Ages 3 and Up)		
Hallaran	$4	
Adamson	$7	
7. Discount Pass – 25 Swims		
Hallaran	$63	$79

*College Station Pools	$126	$158
8. Family Season Pass (Up to Five Family Members)		
Additional Members in Excess of Five per person	$32	$40
Hallaran	$263	$329
*College Station Pools	$365	$456
9. Individual Season Pass		
Hallaran	$158	$198
*College Station Pools	$210	$263
10. Pool Rentals		
Hallaran: Up to 100 people	$263	$329
Adamson: Up to 100 people	$394	$493
101 – 300 people	$630	$788
301 – 600 people	$840	$1,050
Deposit -all Pools	$210	
11. Pool Parties Per Person – (2 Hour Period)		
Pavilion Party (Four-table Limit)	$21	$26
12. Junior Lifeguard Program Per Person, Per Session	$80	$100
13. Lifeguard Training Fee, Per Person	$158	$198
14. WSI Class Fee, Per Person	$158 (or $210 with Lifeguard)	$198 / $263
15. Summer Day Camp (CSISD)	Up to 50% res. rate	N/A
16. CPR/First Aid Certification Fee, Per Person	$80	$100
17. Transfer/Cancellation Fee for Pool Rentals	1/3 of rental fee	
College Station Pools passes are valid at all City of College Station pools		

LINCOLN CENTER	FY 2026 Resident	FY 2026 Non-Resident
Programming		
1. After School Program:		
Youth (17 & Under) (Qualifying Families – low income)	$80/sem. $48/sem.	$100/sem. $60/sem.
Transportation Fee (CSISD to LRC)	$48/sem.	
2. Summer Program	$63/week	$79/week
**Scholarships are offered that reduce the weekly fee by 50% or 75% depending on eligibility.*		
3. Late Pick-up Fee:		
1st Fifteen Minutes	$6	
Each Additional Minute Thereafter	$2	
4. Membership Pass Adult (18 & over)	$16/mo.	$20/mo.
5. Non-Member Guest Pass Per Day (Youth or Adult)	$4	$6
Facility Rentals		
Deposit – all rooms*	$210	
1. Gym Rentals		
Gold Gym - Half Court Rental per Hour (4-Hour max.)	$53/hr.	$66/hr.
Gold Gym - Full Court Rental per Hour (4-Hour max.)	$80/hr.	$100/hr.
Gold Gym - All Day Usage (More than 4 Hours)	$473	$591
Purple Gym - Half Court Rental per Hour (4-Hour max.)	$63/hr.	$79/hr.
Purple Gym - Full Court Rental per Hour (4-Hour max.)	$90/hr.	$113/hr.
Purple Gym - All Day Usage (More than 4 Hours)	$483	$604
Concession Usage (Gold Gym)	$32	$40
2. Game Room / Multi-purpose Room Rental		
Per Hour (4-Hour min.)	$53/hr.	$66/hr.
3. Community Room Rental		

Per Hour (2-Hour minimum)	$80/hr.	$100/hr.
Kitchen usage fee	$37	$46
4. Activity Room Rental (Violet, Orchid, Iris)		
Per Hour (2-Hour minimum)	$63/hr.	$79/hr.
5. W.A. Tarrow Covered Basketball Pavilion (100)		
Monday – Thursday	$158	$198
Friday – Sunday & Holidays	$210	$263
6. Gym or Room Cancellation Fee	1/3 of rental	
7. After hour rental charge	$40	
**** Deposits are refundable if the facility is left clean and damage-free.***		

SOUTHWOOD CENTER	FY 2026 Resident	FY 2026 Non-Resident
Programming		
1. Senior Annual Membership Pass	$27	$34
2. Non-Member Guest Pass Per Day	$3	$5
Facility Rentals		
Deposit – all rooms*	$210	$210
1. Meeting Room Rental, Per Hour, 2 hour min.	$63	$79
2. Dance/Game Room Rental, Per Hour, 2 hour min.	$80	$100
3. Whole Facility Rental Per Hour, 2 hour min. (Excludes Computer Lab)	$147	$184
**** Deposits are refundable if the facility is left clean and damage-free.***		

MEYER COMMUNITY CENTER	FY 2026 Resident	FY 2026 Non-Resident
Programming		
1. Senior Annual Membership Pass	$27	$34
2. Non-Member Guest Pass Per Day	$3	$5
Facility Rentals		
1. Deposit - all rooms*	$210	
2. Meeting Room Rental, Per Hour, 2 hour min.	$63	$79
3. Conference Room Rental, Per Hour, 2 hour min.	$48	$60
4. Activity Room Rental, Per Hour, 2 hour min.	$80	$100
5. Arts & Crafts Room Rental, Per Hour, 2 hour min.	$48	$60
**** Deposits are refundable if the facility is left clean and damage-free.***		

LICK CREEK NATURE CENTER	FY 2026 Resident	FY 2026 Non Resident
Facility Rentals		
1. Deposit - all rooms*	$210	
2. Meeting Room Rental, Per Hour, 2 hour minimum	$105	$131
3. Outdoor Classroom, Per Hour, 2 hour minimum	$37	$46
4. Amphitheater, Per Hour, 2 hour minimum	$37	$46

CHAPTER 34: STREETS, SIDEWALKS AND OTHER PUBLIC PLACES

1. **Article I. In General**

   a. **Sec. 34-2(c). Encroachments upon easements.**
      i. Application fee. An application for a license to encroach shall be accompanied by a non-refundable filing fee as established by City Council resolution in Section 2-117. - **$1,123.00**

   b. **Sec. 34-4(b). Guidelines for consideration of requests for directional signs in public rights-of-way.**
      i. Any application shall be processed for a fee of **$25.00** and shall be filed within the Office of the City Manager. The City Manager shall review the application based upon the criteria in Subsection (a) of this section. In the event the City Manager denies the application, the applicant may appeal the decision to the City Council. Upon receipt of written notice of an appeal from the applicant, the City Secretary shall place the application on the next available Council agenda.

2. **Article II. Street, Sidewalk, Right-Of-Way and Driveway Construction and Repair**

   a. **Sec. 34-36(b). Driveways.**
   The driveway permit fee is established in Section 2-117, which shall be of an amount to cover the cost of licensing and maintaining records. **$69.00**

3. **Article III. Right-of-Way Use**
   Division 2. Permit

   a. **Sec. 34-100. Fee.**
      i. The applicant or permit holder shall pay a fee established in Section 2-117 for the right-of-way improvements permit that shall be the same as that charged in Chapter 14, Section of the City of College Station Code of Ordinances as amended from time to time. - **$527.00**

   b. **Sec. 34-102(14). Conditions.**
      i. If irrigation and/or electrical lines are to be extended across a paved roadway, the applicant must pay a one-time fee in the amount of **$37.00** per square yard of extension area. The extension area is equivalent to three times the yard length to be installed under the roadway. The fee will be waived if the applicant installs sleeves under the pavement and places the irrigation and/or electrical in the sleeves.

4. **Article IV. Utility Right-of-Way Use**
   Division 2. Registration and Construction Permits
   Subdivision II. Construction Permits

   a. **Sec. 34-190(b). Generally.**
      i. The registration fee of **$60.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.
      ii. The construction permit fee of **$989.00** will apply to those right-of-way users who do not pay annual blanket right-of-way fees.

5. **Article V. Parades and Motorcades**
   Division 2. Permit

   a. **Sec. 34-248. Fee.**
      i. Upon submission of an application, an application fee shall be paid. The application fee shall be set by the City Council by resolution from time-to-time as the Council deems necessary established in Section 2-117. This application fee will not apply to applicants conducting lawful expressions of opinion protected under the First Amendment of the United States Constitution. - **$139.00**

CHAPTER 38: TRAFFIC AND VEHICLES

1. **Article II. Stopping, Standing and Parking**
   Division 3. Northgate Area and Remote Pay Systems Areas

   a. **Sec. 38-106. Northgate Promenade Parking Lot and Remote Pay System Parking Lot fee schedule**
      1. The City Manager or designee may adjust the parking fee up to or below the amounts set below. The fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Promenade Parking Lot, located at 310 Church Street or any other City owned parking lot by remote pay system parking. Per hour fee up to **$10.00** per hour.
      2. Special event fee up to **$50.00** per day.
      3. Game day fee up to **$50.00** per day.

   b. **Sec. 38-107. Northgate Parking Garage fee schedule.**
      i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The following fees established in Section 2-117 shall be charged for the use of a parking space in the Northgate Parking Garage, located at 309 College Main.
         1. Per hour fee up to **$10.00** per hour.
         2. Lost ticket fee up to **$50.00** per day.
         3. Special event fee up to **$50.00** per day.
         4. Game day fee up to **$50.00** per day.

      ii. License agreements. The City Manager or designee may enter into license agreements for the use of parking spaces in the Northgate College Main Parking Garage and may charge the following fees established in Section 2-117.
         1. Twenty-four-hour—Seven days a week licenses (24/7). Up to **$2,000.00** annually, or up to **$700.00** per semester or up to **$200.00** per month.
         2. Daytime licenses. Up to **$1,500.00** annually or up to **$500.00** per semester or up to **$200.00** per month.
         3. Charge a non-refundable administrative fee up to **$50.00** upon execution of a license agreement to park in the garage.
         4. Nighttime licenses. Up to **$1,500.00** annually or up to **$500.00** per semester or up to **$200.00** per month

   c. **Sec. 38-108. Northgate and Remote Pay System on-street parking fee schedule.**
      i. The City Manager or designee may adjust the parking fee up to or below the amounts established. The fees established in Section 2-117 shall be charged for the use of an on-street parking space provided by the City and adjacent to a parking meter or remote pay system area anywhere in the Northgate Area, generally located between South College on the East, Wellborn Road on the West, University Drive on the South and the City limit on the North or in any remote pay system area in the City..
         1. Per hour fee up to **$10.00** per hour.
         2. Special event fee up to **$50.00** per day.
         3. Game day fee up to **$50.00** per day.

2. Division 5 City Facility Parking

a. Sec. 38-1101. Miscellaneous City Facility Parking. The City Manager or designee may adjust the parking fee up to or below the amounts established for City facility parking.

1. Per hour fee up to **$10.00** per hour.
2. Special event fee up to **$50.00** per day.
3. Game day fee up to **$50.00** per day.

CHAPTER 40: UTILITIES

1. Article I. In General

a. Sec. 40-3(c). Creation of municipal utility districts.

i. Reimbursement for expenses.

1. Petition to create district. Within 6 months after consent to the creation of a district is given by the City, or within 3 months after the district is created by the Texas Commission on Environmental Quality or its successor agency, whichever is later, the owner or the developer of the land within the district must pay the fee established pursuant to Section 2-117 to reimburse the City for expenses relating to processing the petition to create the district. - **$41,968.00**

2. Petition to annex or acquire land. To partially reimburse the City for expenses related to a district's annexation or acquisition of land, the owner or developer of land within the district that has not paid the Council-approved fee to process the petition to create the district must make a one-time payment in the amount established pursuant to Section 2-117 within six months after receiving the City's consent to annex or after the district acquires land that is not contiguous to the district's boundaries; or contiguous to the district's boundaries and greater than 5 acres. - **$41,968.00**

3. Infrastructure plan review and inspection fee. The infrastructure plan review and inspection fee means the fee established pursuant to Section 2-117 to reimburse the City for engineering and planning fees and expenses related to the City's review of plans and specification of the district's facilities; and inspection of the district's facilities. **($790.12**

a. Water – $189.14 per 100 Linear Feet
b. Sewer - $148.16 per 100 Linear Feet
c. Storm - $169.16 per 100 Linear Feet
d. Street - $589.46 per 100 Linear Feet
e. Sidewalk - $337.28 per 100 Linear Feet
f. Lift Station Review and Inspection - $3,410.31

b. Sec. 40-4. Roadway Maintenance Fee.

LAND USE/VEHICLE-MILE-EQUIVALENCY TABLE

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev-Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
PORT AND TERMINAL	030	Truck Terminal	Acre	26.20	6.55			6.55	4.00
INDUSTRIAL	110	General Light Industrial	1,000 SF GFA	3.88	0.97			0.97	4.00
INDUSTRIAL	120	General Heavy Industrial	1,000 SF GFA	2.72	0.68			0.68	4.00
INDUSTRIAL	130	Industrial Park	1,000 SF GFA	3.40	0.85			0.85	4.00
INDUSTRIAL	150	Warehousing	1,000 SF GFA	1.28	0.32			0.32	4.00
INDUSTRIAL	151	Mini-Warehouse	1,000 SF GFA	1.04	0.26			0.26	4.00
RESIDENTIAL	210	Single-Family Detached Housing	Dwelling Unit	4.00	1.00			1.00	4.00
RESIDENTIAL	220	Apartment/multi-family	Dwelling Unit	2.48	0.62			0.62	4.00
RESIDENTIAL	230	Residential Condominium /Townhome / multi-family	Dwelling Unit	2.08	0.52			0.52	4.00
RESIDENTIAL	240	Mobile Home Park / Manufactured Housing	Dwelling Unit	2.36	0.59			0.59	4.00
RESIDENTIAL	251	Senior Adult Housing-Detached	Dwelling Unit	1.08	0.27			0.27	4.00
RESIDENTIAL	252	Senior Adult Housing-Attached / multi-family	Dwelling Unit	1.00	0.25			0.25	4.00
RESIDENTIAL	254	Assisted Living / multi-family	Beds	0.88	0.22			0.22	4.00
LODGING	310	Hotel	Room	1.20	0.60			0.60	2.00
LODGING	320	Motel / Other Lodging Facilities	Room	0.94	0.47			0.47	2.00
RECREATIONAL	432	Golf Driving Range	Tee	2.50	1.25			1.25	2.00
RECREATIONAL	430	Golf Course	Acre	0.60	0.30			0.30	2.00
RECREATIONAL	495	Recreational Community Center	1,000 SF GFA	5.48	2.74			2.74	2.00
RECREATIONAL	465	Ice Skating Rink	1,000 SF GFA	4.72	2.36			2.36	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev-Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
RECREATIONAL	431	Miniature Golf Course	Hole	0.66	0.33			0.33	2.00
RECREATIONAL	445	Multiplex Movie Theater	Screens	27.28	13.64			13.64	2.00
RECREATIONAL	491	Racquet / Tennis Club	Court	6.70	3.35			3.35	2.00
INSTITUTIONAL	560	Church	1,000 SF GFA	1.10	0.55			0.55	2.00
INSTITUTIONAL	565	Day Care Center	1,000 SF GFA	13.82	12.34	44%	B	6.91	2.00
INSTITUTIONAL	522	Primary/Middle School (1-8)	Students	0.32	0.16			0.16	2.00
INSTITUTIONAL	530	High School	Students	0.26	0.13			0.13	2.00
INSTITUTIONAL	540	Junior / Community College	Students	0.24	0.12			0.12	2.00
INSTITUTIONAL	550	University / College	Students	0.34	0.17			0.17	2.00
MEDICAL	630	Clinic	1,000 SF GFA	19.53	5.18			5.18	3.77
MEDICAL	610	Hospital	1,000 SF GFA	3.51	0.93			0.93	3.77
MEDICAL	620	Nursing Home	Beds	0.83	0.22			0.22	3.77
MEDICAL	640	Animal Hospital/Veterinary Clinic	1,000 SF GFA	9.90	4.72	30%	B	3.30	3.00
OFFICE	714	Corporate Headquarters Building	1,000 SF GFA	5.64	1.41			1.41	4.00
OFFICE	710	General Office Building	1,000 SF GFA	5.96	1.49			1.49	4.00
OFFICE	720	Medical-Dental Office Building	1,000 SF GFA	13.46	3.57			3.57	3.77
OFFICE	715	Single Tenant Office Building	1,000 SF GFA	6.96	1.74			1.74	4.00
OFFICE	750	Office Park	1,000 SF GFA	5.92	1.48			1.48	4.00
COMMERCIAL: Automobile Related	942	Automobile Care Center	1,000 SF Occ. GLA	3.74	3.11	40%	B	1.87	2.00
COMMERCIAL: Automobile Related	843	Automobile Parts Sales	1,000 SF GFA	6.82	5.98	43%	A	3.41	2.00
COMMERCIAL: Automobile Related	944	Gasoline/Service Station	Vehicle Fueling Position	4.82	13.87	42%	A	8.04	0.60
COMMERCIAL: Automobile Related	945	Gasoline/Service Station w/ Conv Market	Vehicle Fueling Position	3.56	13.51	56%	B	5.94	0.60

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev-Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Automobile Related	946	Gasoline/Service Station w/ Conv Market and Car Wash	Vehicle Fueling Position	3.66	13.86	56%	A	6.10	0.60
COMMERCIAL: Automobile Related	841	New Car Sales	1,000 SF GFA	4.20	2.62	20%	B	2.10	2.00
COMMERCIAL: Automobile Related	941	Quick Lubrication Vehicle Shop	Servicing Positions	6.22	5.19	40%	B	3.11	2.00
COMMERCIAL: Automobile Related	947	Self-Service Car Wash	Stall	1.99	5.54	40%	B	3.32	0.60
COMMERCIAL: Automobile Related	948	Automated Car Wash	Stall	5.08	14.12	40%	B	8.47	0.60
COMMERCIAL: Automobile Related	848	Tire Store	1,000 SF GFA	5.98	4.15	28%	A	2.99	2.00
COMMERCIAL: Dining	934	Fast Food Restaurant with Drive-Thru Window	1,000 SF GFA	32.66	32.65	50%	A	16.33	2.00
COMMERCIAL: Dining	933	Fast Food Restaurant without Drive-Thru Window	1,000 SF GFA	26.16	26.15	50%	B	13.08	2.00
COMMERCIAL: Dining	932	High Turnover (Sit-Down) Restaurant	1,000 SF GFA	11.22	9.85	43%	A	5.61	2.00
COMMERCIAL: Dining	931	Quality Restaurant	1,000 SF GFA	8.38	7.49	44%	A	4.19	2.00
COMMERCIAL: Dining	937	Coffee/Donut Shop with Drive-Thru Window	1,000 SF GFA	25.68	42.80	70%	A	12.84	2.00
COMMERCIAL: Other Retail	815	Free-Standing Discount Store	1,000 SF GFA	6.98	4.98	30%	C	3.49	2.00
COMMERCIAL: Other Retail	817	Nursery (Garden Center)	1,000 SF GFA	9.72	6.94	30%	B	4.86	2.00
COMMERCIAL: Other Retail	862	Home Improvement Superstore	1,000 SF GFA	2.42	2.33	48%	A	1.21	2.00
COMMERCIAL: Other Retail	880	Pharmacy/Drugstore w/o Drive-Thru Window	1,000 SF GFA	7.90	8.40	53%	A	3.95	2.00
COMMERCIAL: Other Retail	881	Pharmacy/Drugstore w/ Drive-Thru Window	1,000 SF GFA	10.10	9.91	49%	A	5.05	2.00
COMMERCIAL: Other Retail	820	Shopping Center	1,000 SF GLA	4.90	3.71	34%	A	2.45	2.00

	ITE Land Use Code	Land Use Category	Develop. Unit	Veh-Mi Per Dev-Unit	Trip Gen Rate (PM)	Pass- by Rate	Pass-by Source	Trip Rate	Adj. Trip Length (mi)
COMMERCIAL: Other Retail	850	Supermarket	1,000 SF GFA	12.14	9.48	36%	A	6.07	2.00
COMMERCIAL: Other Retail	864	Toy/Children's Superstore	1,000 SF GFA	6.98	4.99	30%	B	3.49	2.00
COMMERCIAL: Other Retail	875	Department Store	1,000 SF GFA	2.62	1.87	30%	B	1.31	2.00
COMMERCIAL: Other Retail	896	Video Rental Store	1,000 SF GFA	13.60	13.60	50%	B	6.80	2.00
SERVICES	911	Walk-In Bank	1,000 SF GFA	12.38	12.13	40%	B	7.28	1.70
SERVICES	912	Drive-In Bank	Drive-in Lanes	29.95	33.24	47%	A	17.62	1.70
SERVICES	918	Hair Salon	1,000 SF GLA	1.73	1.45	30%	B	1.02	1.70

ROADWAY MAINTENANCE FEE SCHEDULE

The roadway maintenance fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

	Vehicle Miles Traveled	Monthly Charge
Nonresidential		
Tier I	0 - 23.99	-$23.70
Tier II	24.00 - 43.99	-$53.30
Tier III	43.99 - 90.99	-$102.75
Tier IV	91.00 - 223.99	-$209.60
Tier V	224.00+	-$343.50
Residential		
Single Family	Flat Fee/Dwelling Unit	-$10.55
Multi-Family	Flat Fee/Dwelling Unit	-$8.25

c. Sec. 40-11. Payment of bills.

i. All payments must be received by the Utility Customer Service Office on or before the due date to avoid late charges or penalties. Payments received after the due date are assessed a late charge or penalty equaling ten percent (10%) of the current monthly charges.

d. Sec. 40-12. Returned check fee.

i. A fee of **$25.75** will be charged for each returned check used to pay any amount on a utility account. This fee is in addition to other fees owed to the City for utility services.

ii. Credit Card Charge Back Fee - **$28.38**

e. Sec. 40-13(b). Disconnection and reconnections.

i. A **$0.00** delinquent fee will be charged on each residential account.

ii. A **$154.50** delinquent fee will be charged on each commercial account.
iii. A **$30.90** charge will be added for afterhours service (between 5:00pm and 9:00pm)

f. Sec. 40-15. Account creation or Reactivation fee.

i. All customers creating a utility account or opening additional account numbers shall pay a fee for creating a utility account, regardless the number of services provided by the City. Account creation fee: **$30.90.**

2. Article II. Water and Sewer Service
Division 2. Rates, Usage Charges and Fees

The non-metered water and sewer fees service charges adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero. Other fees that are defined by consumption will be reviewed and adjusted periodically as appropriate.

a. Sec**. 40-2. – Fines, penalties and charges.**

i. In addition to any criminal or civil fines or penalties a customer or person is subject to all actual costs, including but not limited to administrative, time, labor, equipment, materials, engineering and contractor fees the City incurs for remediation of the damage caused by a failure to comply or a violation of this chapter, including meter tampering and access.

a. Residential - $50 Administrative Fee per violation
b. Multi-family - $150 Administrative Fee per violation
c. Commercial - $150 Administrative Fee per violation

b. Sec**. 40 – 8-Meter Access and Standard Meter.**

i. Denying Access or Fail to Provide Access
a. Residential - $50 Administrative Fee per violation
b. Multi-family - $150 Administrative Fee per violation
c. Commercial - $150 Administrative Fee per violation

c. Sec. 40-64. Rates for water service.

i. All retail customers using water shall have a monthly service charge based on the water meter size and a monthly usage charge as follows:
ii. Service charge: established in Section 2-117.

Meter Size	Service Charge
1. ¾ inch	**-$14.05** per month
2. 1 inch	**-$17.65** per month
3. 1.5 inch	**-$26.25** per month
4. 2 inch	**-$41.50** per month
5. 3 inch	**-$130.95** per month
6. 4 inch	**-$194.60** per month

7. 6 inch **-$236.90** per month
8. 8 inch **-$236.90** per month

iii. Residential usage charge: Defined to be a domestic meter or irrigation meter serving a residence with one or two living units:

1. **$3.00** per 1,000 gallons for usage from 0—10,000 gallons
2. **$3.95** per 1,000 gallons for usage from 11,000—15,000 gallons
3. **$4.85** per 1,000 gallons for usage from 16,000—20,000 gallons
4. **$5.70** per 1,000 gallons for usage from 21,000—25,000 gallons
5. **$6.65** per 1,000 gallons for usage of 26,000 gallons and more

iv. Commercial usage charge: Defined to be a meter serving three or more living units or any commercial location, providing water for domestic usage:

1. **$3.35** per 1,000 gallons

v. Commercial irrigation usage charge: Defined to be a meter serving a commercial customer dedicated for non-domestic usage:

1. **$3.60** per 1,000 gallons

vi. Residential and Commercial customers in Brazos County Municipal Utility District #1**:** All rates as above, with an added 50% surcharge

1. Service Charge
   a. **-$21.10** – monthly service charge ¾”
   b. **-$26.50** – monthly service charge 1”
   c. **-$39.45** – monthly service charge 1.5”
   d. **-$62.25** – monthly service charge 2”
   e. **-$196.50** – monthly service charge 3”
   f. **-$291.90** – monthly service charge 4”
   g. **-$355.35** – monthly service charge 6”
   h. **-$355.35** – monthly service charge 8”

2. Residential Rates
   a. **$4.55**– first 0-10 MGW
   b. **$5.95** – next 11-15 MGW
   c. **$7.25** – next 16-20 MGW
   d. **$8.60** – next 21-25 MGW
   e. **$10.00** – all over 26+ MGW

3. Commercial Rate
   a. **$5.00** – per MGW

4. Commercial Irrigation Rate
   a. **$5.40** – per MGW

d. Sec. 40-65. Rates for sewerage service.

i. For customers using sewerage service for household purposes, where City water service is provided with a meter for each residential unit, the monthly charges shall be as follows:
   1. Service charge: **$22.55** for first 4,000 gallons of water metered.
   2. Usage charge: **$4.50** per 1,000 gallons of water usage for the next 5,000 gallons of water metered.
   3. Maximum billing: **$49.70** cap for metered water is 10,000 gallons.

ii. For customers using sewerage service for household purposes, multifamily residences with kitchen facilities in each residential unit where water service is provided without a meter for each residential unit shall pay a monthly charge per household unit as **-$29.55**.

iii. For customers using sewerage service for household purposes, multifamily residences with more than 50 units without kitchen facilities in each unit shall pay a monthly charge per household unit of **-$18.45**.

iv. For customers using sewerage service for household purposes, multifamily residences having 50 residential units or less without kitchen facilities in each residential unit, where water service is provided without a meter for each residential unit such as, but not limited to, fraternity houses, sorority houses, boarding houses and privately owned student dorms, the monthly charges shall be as follows:

1. Service charge as **-$19.95** per month.
2. Usage charge as **$4.50** per 1,000 gallons of water usage.

v. For customers using sewerage service for commercial, industrial, or institutional business establishments, the monthly charges shall be as follows:

1. Service charge as **-$19.95** per month.
2. Usage charge as **$5.35** per 1,000 gallons of water usage.

vi. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for commercial, industrial, or institutional business establishments the customer will be charged a monthly rate, based on average rounded water use for the previous 12 months, the monthly charges shall be as follows:

1. Service charge as **-$19.95** per month.
2. Usage charge as **$5.35** per 1,000 gallons of water usage, based on average monthly water use for the previous 12 months.

vii. For customers outside the City water service area (where City water meters do not exist), using City sewerage service for household purposes, the customer will be charged the monthly rate as set out in section 2-1 for 10,000 gallons per month, unless the customer establishes, as determined by the City Manager, that the average rounded water usage is less than 9,001 gallons per month in which case the customer will be charged the following amount:

1. 0—5,000 gallons per month **$22.55**
2. 5,001—7,000 gallons per month **$31.60**
3. 7,001—9,000 gallons per month **$40.65**
4. 9,001—10,000 > gallons per month **$49.70**

viii. For customers where sewerage service is provided through a satellite wastewater treatment plant not connected to the City's main sewer collection and treatment system (typically outside the corporate limits of the City) the monthly charge per residential unit is as **-$56.25**.

ix. All customers receiving sewer service outside of the City's corporate limits or under contract shall pay all established rates, with an additional **50%surcharge**, as established in Section 2-117.

x. Residential and Commercial customers in Brazos County Municipal Utility District #1: All rates as above, with an added **50% surcharge**.

e. Sec. 40-66. Water and sewer service connection fees, and sewer inspection fees.

i. Fee for water service connection. The City will charge a service charge to all customers connecting to the water system within or outside the corporate limits of the City. The service charge will be based on water meter size.

1. The water service connection fee shall apply to all connections to the water system, including meter set-ins. The service charge for water connection is:

Meter Size	Charge
a. ¾ inch	**-$682.60**
b. 1 inch	**-$831.05**
c. 1 ½ inch	**-$2,250.25**
d. 2 inch	**-$3,329.80**

2. For three-inch and larger water meters, a **-$106.10** service charge will be assessed and includes only an inspection fee. Meters of this size must be purchased by the developer that meet current City specifications. The developer is responsible for contracting a licensed/bonded contractor, acquiring applicable permits to install the service connection in accordance with City specifications, and is to be inspected by the City before meter is placed into service.

ii. Fee for sewer service connection. All customers connecting to the sewerage system within or outside the corporate limits of the City will have a service charge based on sewer connection size.

Sewer Connection Size	Charge
a. 4 inch / RESIDENTIAL	**-$371.30**
b. 6 inch / NONRESIDENTIAL	**-$106.10**

f. Sec. 40-67. Fire flow testing.

i. For customers requesting a fire flow test on the existing City water system, an additional charge established in Section 2-117 will be assessed as described herein.

1. Fire Flow Test Fee: **$103.00** per tested hydrant.

Division 6. Cross-Connection Control and Backflow Prevention

g. Sec. 40-244. Cross-connection control program fees.

i. Backflow prevention assembly registration fee. There is a non-refundable registration fee for each nonresidential backflow prevention assembly device of **$25.75** per each separate device.

ii. Certified backflow prevention device tester registration fee. Annual registration fee for approved testers shall be a non-refundable fee of **$51.50**.

iii. Testing form booklet fee. The fee for a testing form booklet of 30 test forms shall be **$25.75** each. Other forms may be used with prior approval from the City.

iv. Deposit fee for fire hydrant water meter with backflow prevention device. There shall be a refundable deposit fee for fire hydrant meters with backflow prevention devices of **$1,000**. This fee shall be refunded when the meter/device is returned in good working order.

v. Fire Hydrant Meter Connection Fee - **$412.00**

3. Article III. Electric System

Division 2. Rate Schedules

a. Sec. 40-315. Electric Rate Schedule R (single family residential customers).

- Rate:
  1. Service charge: **$7.00** per month; plus
  2. Energy charge: **$0.1187** per kWh for all kWh; plus
  3. Transmission Delivery Adjustment: **$0.0179** per kWh.
  4. Energy Buyback Rate (e.g., excess solar production) if appliable: $0.0550 per kWh
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
  1. 10% participation: **$0.1192/**kWh.

2. 50% participation: **$.01214/**kWh.
3. 100% participation: **$0.1242/**kWh.

Sec. 40-315. Electric Rate Schedule R (multi-family residential customers).

- Rate:
  5. Service charge: **$7.00** per month; plus
  6. Energy charge: **$0.1187** per kWh for all kWh; plus
  7. Transmission Delivery Adjustment: **$0.0179** per kWh.
  8. Energy Buyback Rate (e.g., excess solar production) if appliable: $0.0550 per kWh
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
  4. 10% participation: **$0.1192/**kWh.
  5. 50% participation: **$.01214/**kWh.
  6. 100% participation: **$0.1242/**kWh.

b. Sec. 40-316. Electric Rate Schedule R-1 (master metered residential units).

- Rate:
  1. Service charge: **$100.00** per month; plus
  2. Energy charge: **$0.1187** per kWh for all kWh; plus
  3. Transmission Delivery Adjustment: **$0.0179** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
  1. 10% participation: **$0.1192/**kWh.
  2. 50% participation: **$0.1214/**kWh.
  3. 100% participation: **$0.1242/**kWh.

c. Sec. 40-317. Electric Rate Schedule SC (small commercial customers).

- Rate:
  1. Service charge: **$9.00** per month; plus
  2. Energy charge: First 1,000 kWh **$0.1379** per kWh, **$0.1032** per kWh for all kWh over 1000; plus
  3. Transmission Delivery Adjustment: **$0.0179** per kWh.
- Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
  1. 10% participation: First 1,000 kWh **$0.1385**, **$0.1037** all additional kWh.
  2. 50% participation: First 1,000 kWh **$0.1407**, **$0.1059** all additional kWh.
  3. 100% participation: First 1,000 kWh **$0.1434**, **$0.1087** all additional kWh.

d. Sec. 40-318. Electric Rate Schedule LP-1 (medium commercial customers).

i. Rate:
  1. Service charge: **$25.00** per month; plus
  2. Demand charge: **$11.44** per kW of monthly billing demand; plus
  3. Energy charge: **$0.0703** per kWh for all kWh; plus
  4. Transmission Delivery Adjustment: **$0.0179** per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:
  1. **$199.10** - per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
  2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
  3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.
  1. 10% participation: **$0.0708**/kWh.
  2. 50% participation: **$0.0730**/kWh.
  3. 100% participation: **$0.0758**/kWh.

e. Sec. 40-319. Electric Rate Schedule LP-2 (large commercial).

i. Rate:

1. Service charge: **$75.00** per month; plus
2. Demand charge: **$11.44** per kW of monthly billing demand; plus
3. Energy Charge: **$0.0674** per kWh for all kWh; plus
4. Transmission Delivery Adjustment: **$0.0179** per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:

1. **$3,514.50** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. The applicable rate schedule demand charges shall be replaced by the following on-peak/off-peak rates:

1. On-peak demand charge: **$7.32**; plus
2. Off-peak demand charge: **$4.13**.

iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.

1. 10%: **$0.0680**/kWh
2. 50%: **$0.0702**/kWh
3. 100%: **$0.0729**/kWh

f. Sec. 40-320. Electric rate Schedule LP-3 (industrial and institutional).

i. Rate:

1. Service charge: **$250.00** per month; plus
2. Demand charge: **$10.84** per kW of monthly billing demand; plus
3. Energy charge: **$0.0651** per kWh for all kWh; plus
4. Transmission Delivery Adjustment: **$0.0179** per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest of the following charges:

1. **$16,538.34** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. The applicable rate schedule demand charges shall be replaced by the on-peak/off-peak rates established in Section 2-117.

1. On-Peak Demand Charge: **$7.32**, plus
2. Off-Peak Demand Charge: **$4.13**

iv. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.

1. 10% participation: **$0.0657**/kWh
2. 50% participation: **$0.0679**/kWh
3. 100% participation: **$0.0706**/kWh

g. Sec. 40-321. Electric Rate Schedule SL (security lights).

i. The rates per month per light are established in Section 2-117.

1. 100 Watt (or equivalent) **$17.22**
2. 200 Watt (or equivalent) **$26.65**
3. 400 Watt (or equivalent) **$33.40**

h. Sec. 40-323. Electric Rate Schedule PQF.

i. Rate. The City will pay the QF producer for all power purchased at the following rates:

1. Capacity. No payment shall be made, except by separate firm power contract between the producer and the City.

2. Energy. The metered output from the producer will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value. In the event that the producer exercises the option to sell power to the City, there will be assessed, in addition to the minimum monthly bill requirements under the applicable service rate schedule, a customer service charge of **$15.00** per month to cover costs realized for metering, billing, maintenance, administrative, and other expenses necessary to maintain service to the QF.

i. Sec. 40-325. Electric Rate Schedule SRE.

i. Rate. In a billing month after the retail customer receives approval to interconnect their on-site generating system to the City s electric distribution system, the customer will be billed:

1. Based upon their current electric service rate for the kilowatt-hours used from the City s electric distribution system. The excess kilowatt-hours that are passed back to the system from their on-site generation will be purchased at a rate equal to the average base wholesale kilowatt-hour energy cost for power paid by the City. This average base wholesale kilowatt-hour energy cost will be calculated based upon the past years average wholesale cost and will be updated once a year (in October) to update this value.

2. The calculated amount for the excess kilowatt-hours passed back to the system will be credited to the current balance of the retail customer s utility account. If a credit exists at any time on the account, the customer may request in writing a refund for the credit amount.

If the customer closes the account with a credit remainder in their account, they will be refunded this amount. Excess kilowatt hours: $0.0568.

j. Sec. 40-326. Electric Rate Schedule EV (electric vehicle fast charger).

i. Rate:

1. Service charge: **$75.00** per month; plus
2. Demand charge: **$11.44** per kW of monthly billing demand; plus
3. Energy Charge: **$0.0674** per kWh for all kWh; plus
4. Transmission Delivery Adjustment: **$0.0179** per kWh.

ii. Minimum monthly charge. The minimum monthly charge under this rate schedule shall be the highest one of the following charges:

1. **$3,514.50** per month, plus applicable transmission delivery adjustment on the kilowatt-hours used.
2. The sum of service, demand and energy charges under the above rate, plus applicable transmission delivery adjustment on the kilowatt-hours used.
3. The minimum monthly charge specified in the customer's service contract with the City, plus applicable transmission delivery adjustment on the kilowatt-hours used.

iii. Wind Watts Wind Energy Rate: This optional service is available to customers on a first come, first served basis subject to the available supply.

1. 10%: **$0.0680**/kWh
2. 50%: **$0.0702**/kWh
3. 100%: **$0.0729**/kWh

4. Article IV. Solid Waste Collection and Disposal
Division 2. Waste Collection Generally

The solid waste collection and disposal fees in this section are adjusted annually based upon the Consumer Price Index for Water, Sewer, and Trash Collection Services published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. Sec. 40-389. Residential Collection Generally

i. Any customer generating more waste than one container will hold may request an additional container and shall pay an additional fee as established in Section 2-117. - **-$16.55**

ii. *Container placement time and penalties*. Automated containers shall not be placed curbside before 5:00 a.m., the day on which collection is scheduled. Automated containers shall be removed from the designated pickup point and placed either adjacent to their dwelling or at a location designated by the City within 24 hours of their scheduled collection day. Under no circumstances shall an automated container be placed for normal daily use within an area defined by the edge of the street, pavement, or curb and the building set back line. If the automated container is placed out or left out in violation of this section the customer, owner, or occupant

in addition to any other penalties, will be assessed a fee per automated container as established in Section 2-117. If the automated container presents a public safety issue the City may move or remove the container at the sole expense of the customer, owner, or occupant. **-$26.80**

b. Sec. 40-391. Commercial collection.

i. If a container is unserviceable, such as being blocked, not accessible, containing prohibited items, not in an approved collection location, screening or enclosure damage, or unsanitary conditions are present, the City will return to empty the container only after the container is serviceable, for a fee as established in Section 2-117. - **-$27.55**

c. Sec. 40-392. **Northgate District Container Violation**

i. If the container is placed out or left out in violation of this section the customer, owner, or occupant in, addition to any other penalties, will be assessed a fee per container as established in Section 2-117. If the container presents a public safety issue the City may move or remove the container at the sole expense of the customer, owner, or occupant. - **-$28.10**

d. Sec. 40-396. Unprepared solid waste.

i. The City's Sanitation Division shall cause the clean-up of the improperly or unprepared waste, litter or debris that constitutes a health or nuisance to the community. The fee established in Section 2-117 or the actual cost of cleanup, whichever is greater, shall be paid by the responsible party. - **-$92.40**

e. Sec. 40-400. Small animals.

i. Upon notice, the City will remove and dispose of small dead animals, including, but not limited to, dogs, cats, chickens, ducks and geese, either from private property or public rights-of-way, excluding animal clinics. - **-$27.85**

ii. Customers requesting removal from private property shall place the animal in a plastic bag and place the bag curbside before notification of pick up. Removal and disposal of small dead animals from private animal clinics shall be for a fee as established in Section 2-117. - **-$27.85**

Division 4. Rates and Charges

f. Sec. 40-495. Generally.

i. Solid waste collection rates are applied based on both the method and number of services provided. Except as otherwise provided in this division, the charges for solid waste collection and disposal shall be assessed according to the following schedule:

$23.35	Each single family detached residential unit or residential units in a building with less than a total of four attached residential units in a complex where each residential unit has been assigned a seventy (70) gallon automated solid

	waste container and provided with garbage, rubbish, brush and recycling collection once weekly.
-$16.55	Additional monthly fee for each residential unit that has been assigned more than one seventy (70) gallon automated solid waste container. This rate shall be assessed for each additional container utilized.
-$23.35	Each residential unit in a building with less than a total of four attached residential units in a complex that has been assigned a shared three hundred (300) gallon or larger automated solid waste collection container, that has not been identified as a multifamily apartment complex by the City, and provided with twice per week garbage collection, once per week curbside recycling collection and once per week rubbish/brush collection.
-$10.75	Each residential unit in a building with a total of four or more attached residential units in a complex that has been identified as a multifamily apartment complex by the City, and is assigned a large solid waste container shared by multiple residential units for garbage collection only. Service will be provided twice weekly. Fraternities, Sororities, Privately owned Student Dorms, and customers within a residential and mixed use location shall not be assessed this rate, and will be charged according to the variable commercial collection rates listed in paragraph (2) below.
-$21.00	Minimum monthly charge for small businesses that jointly use a commercial-type refuse container without causing a health, sanitation or litter problem.

g. Sec. 40-496. Commercial collection rates.

i. The monthly per container garbage collection and disposal charge for commercial locations shall be based on container size, number of containers utilized and frequency of collection per week.

Container Size	**Frequency of Collection**	**Monthly Rate**
Ninety gallon automated	1	-$25.20
	2	-$51.20
	3	-$76.90
	4	-$100.55
	5	-$125.75
	6	-$148.30
300/400 gallon automated or two cubic yard non compactor	1	-$184.80
	2	-$243.35
	3	-$296.35
	4	-$349.40
	5	-$405.55
	6	-$469.60
Four cubic yard non compactor	1	-$231.80
	2	-$307.65
	3	-$378.80
	4	-$459.65
	5	-$539.45
	6	-$609.80

Eight cubic yard non compactor	1	-$285.10
	2	-$395.85
	3	-$506.10
	4	-$613.45
	5	-$725.55
	6	-$831.60
Two cubic yard compactor	1	-$192.95
	2	-$382.75
	3	-$575.95
	4	-$767.30
	5	-$956.05
	6	-$1148.70
Four cubic yard compactor	1	-$257.50
	2	-$517.15
	3	-$774.10
	4	-$1032.95
	5	-$1293.10
	6	-$1551.40
Six cubic yard compactor	1	-$346.75
	2	-$697.75
	3	-$1045.55
	4	-$1393.60
	5	-$1740.65
	6	-$2088.20

Schedule NG-SW2025

The following charges are established by location and are assessed and collected based the performance of the described services or occurrence of the described use or conditions.

1. 105 COLLEGE MAIN	$26.25
2. 107 COLLEGE MAIN	$41.75
3. 111 COLLEGE MAIN	$69.05
4. 115 COLLEGE MAIN	$26.25
5. 303 UNIVERSITY DR	$447.30
6. 305 UNIVERSITY DR	$37.30
7. 307 UNIVERSITY DR	$1244.80
8. 321 UNIVERSITY DR	$26.25
9. 315 UNIVERSITY DR	$26.25
10. 317 UNIVERSITY DR	$119.70
11. 327 UNIVERSITY DR	$49.90
12. 329 UNIVERSITY DR	$50.40
13. 335 UNIVERSITY	$54.10
14. 311 CHURCH AVE	$26.25
15. 201 COLLEGE MAIN	$109.20
16. 315 CHURCH AVE	$26.25
17. 313 CHURCH AVE	$272.50

18. 109 COLLEGE MAIN	$26.25
19. 311 UNIVERSITY DR	$237.55
20. 113 COLLEGE MAIN	$69.85
21. 301 COLLEGE MAIN A	$307.65
22. 303 CHURCH AVE	$26.25
23. 319 UNIVERSITY DR	$194.25
24. 203 COLLEGE MAIN	$107.90
25. 301 COLLEGE MAIN B	$26.25
26. 401 UNIVERSITY DR	$83.15
27. 104 COLLEGE MAIN	$26.25
28. 110 COLLEGE MAIN	$65.10
29. 106 COLLEGE MAIN	$55.65
30. 108 COLLEGE MAIN	$55.65
31. 405 UNIVERSITY DR	$26.25
32. 405 UNIVERSITY DR A	$160.40
33. 403 UNIVERSITY DR	$26.25
34. 303 COLLEGE MAIN	$97.40
35. 303 BOYETT	$173.25
36. 103 BOYETT	$81.65
37. 113 BOYETT	$108.70
38. 205 UNIVERSITY DR	$100.30
39. 209 UNIVERSITY DR	$148.60
40. 211 UNIVERSITY DR	$32.55
41. 215 UNIVERSITY DR	$29.65
42. 217 UNIVERSITY DR	$306.35

Sec. 40-497. Additional charges.

i. The following Additional charges established in Section 2-117 will be assessed and collected upon the performance of the following described service or the occurrence of the described use or condition:

1. Fee for usage of the Northgate Promenade Commercial Compactor. The following charges established in schedule **NG-SW2025** in Sec. 40-496 by location will be assessed and collected upon the performance of the described services or the occurrence of the described use or condition.
2. The Northgate Promenade Commercial Compactor(s) customers will be charged in accordance with schedule NG-SW2025 with fees based on historical usage by address. The minimum monthly charge as described in Section 40-495 per address that jointly use a commercial-style refuse container will be **-$26.25** per month.
3. Daily rental fee for the use of any City-owned, 20 cubic yard roll-off container. - **-$5.80**
4. Daily rental fee for the use of any City-owned, 30 cubic yard roll-off container. - **-$6.05**
5. Daily rental fee for the use of any City-owned, 40 cubic yard roll-off container. - **-$6.30**

6. Per carcass fee for 1 to 19 animal carcasses collected from a commercial veterinarian, plus a flat rate service charge of **-$27.85**. The flat rate service charge is waived for 20 or more animal carcasses collected at one time.
7. Additional fee for collection service requested by customer in addition to the scheduled service on a 90-gallon container. - **-$18.10**
8. Additional fee for any location (other than residential) where the container was blocked and the collection vehicle must return to provide service. - **-$27.55**
9. Additional fee for collection service requested by customer in addition to the scheduled service on a 300-gallon or 400-gallon container. - **-$36.50**
10. Additional fee for delivery and set-up on any City-owned, roll-off container. - **-$55.65**
11. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard container. - **-$36.50**
12. Additional fee for collection service requested by customer in addition to the scheduled service on a two cubic yard compactor. - **-$46.20**
13. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard container. - **-$55.90**
14. Additional fee for collection service requested by customer in addition to the scheduled service on a four cubic yard compactor. - **-$64.85**
15. Additional fee for collection service requested by customer in addition to the scheduled service on an eight-cubic yard container. - **-$73.75**
16. Additional fee for collection service requested by customer in addition to the scheduled service on a six cubic yard compactor. - **-$83.75**
17. All roll-off container service per load plus current per-ton landfill charge. - **-$257.50**

43. Article V. Drainage Utility

The drainage utility fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. Sec. 40-524. Rates.

i. All charges shall be made in accordance with the classification of properties by the following categories:

1. Residential service shall be charged on the basis of a set fee per residential unit.

a. Each single-family detached residential unit: **-$7.90** per month.

b. Each residential unit with two or more attached residential units and all residential units in a complex identified as a multifamily apartment complex: **-$3.50** per month.

2. All other lots, tracts and parcels of land within the City shall be considered and charged on the basis of commercial use in accordance with the schedule of drainage charges established in Section 2-117 which are hereby levied against all such remaining lots, tract or parcels of land

within the City unless covered by exemptions listed herein. Commercial service shall be calculated on the basis of building square footage. - **$3.70/1,000** sq. ft. per month.

CHAPTER 103: BUILDINGS AND BUILDING REGULATIONS

8. Article V. Single-Family and Duplex Unit Rental Registration

The single-family and duplex unit rental registration fees in this section are adjusted annually based upon the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics. Index adjustments cannot fall below zero.

a. Sec. 103-242(d). Registration required.

i. A fee established of **$92.70** shall be assessed per building at the time of any required registration.

9. Article VI – Short Term Rental Registration

a. Section 103-248 (c). Fees.

i. Application and Application Renewal Fees. An annual application fee of **$103.00** shall be assessed per unit at the time of any required registration. An annual application renewal fee of **$77.25** shall be assess per unit following the initial registration.

ii. Life Safety Inspection Fee. An inspection fee of **$103.00** shall be assessed per dwelling unit for the required life safety inspection.

iii. Life Safety Reinspection Fee. If a dwelling unit does not pass the initial life safety inspection, the applicant shall pay a non-refundable re-inspection fee per dwelling unit of **$127.00.**

INTEROFFICE MEMORANDUM

TO: CITY COUNCIL

FROM: MARY ELLEN LEONARD, CPA, DIRECTOR OF FISCAL SERVICES

SUBJECT: FY27 FEE RESOLUTION CHANGES

DATE: MAY 22, 2026

CC: CITY COUNCIL, CITY OF COLLEGE STATION
BRYAN C. WOODS, CITY MANAGER
JEFF KERSTEN, ASSISTANT CITY MANAGER

This memo outlines the changes to the Fee Resolution for the fall of FY26. The resolution will appear on August 27, 2026, on the Regular Agenda for Council approval. Changes will go into effect October 1, 2026.

- **Fire Department**
  - Sec. 2-120. Fire Department Services
    - **i.** Fire Department Stand by for special events updated to $75 per hour per person (2 person minimum) to align with the charges to TAMU.

- **Planning and Development Services Department**

  All fees managed by Planning Development Services have increased by 3.0%, the CPI-U increase since the last annual update. Fees updated are included in the following Articles, Sections:
  - Chapter 2, Administration
    - ***i.*** Article V, Finance, Sec. 2-122, Planning and Development Services*;* Building Permit Fees
    - **ii.** Article V, Home Solicitation, Sec. 8-235(d) Itinerant Vendor Permit
    - **iii.** Article VI, Carnivals, Circuses, Menageries, Sideshows, Concessions and Special Events Permits, Sec. 8-296.
    - **iv.** Article VIII, Mobile Food Vendor Permits Sec. 8-418. (removed)
    - **v.** Article XIII, Shared Micro Mobility Sec. 8-824 Fees and Costs.

  - Chapter 14, Environment and Natural Resources
    - **i.** Article II, Oil and Gas Permit Fees Sec. 14-67(b) – Permit period and renewal.
    - **ii.** Article II, Oil and Gas Permit Fees Sec. 14-99 (b) – Urban permit.
    - **iii.** Article II, Oil and Gas Permit Fees Sec. 14-100(a) – Rural permit.
    - **iv.** Article II, Oil and Gas Permit Fees Sec. 14-101 – Seismic survey permit.
    - **v.** Article II, Oil and Gas Permit Fees Sec. 14-151(a) – Abandonment.

  - Chapter 34, Streets Sidewalks and Other Public Places
    - **i.** Article I, In General, Sec. 34-2 (c) – Encroachments upon easements.
    - **ii.** Article II, Street, Sidewalk, Right-Of-Way and Driveway Construction and Repair, Sec. 34-36(b) – Driveways

iii. Article III, Right-of-Way Use, Sec. 34-100 – Fee
iv. Article III, Right-of-Way Use, Sec. 34-102 (14) – Conditions
v. Article IV, Utility Right-of-Way Use Sec. 34-190 (b) – Registration and Construction Permits
vi. Article V, Parades and Motorcades Permit Sec. 34-248 – Application fee

- Chapter 40, Utilities
  i. Article I In General, Sec. 40-3 (c) – Creation of Municipal Utility Districts.

- **Parks and Recreation**
  i. No changes

- **Public Works**

Roadway Maintenance and Drainage Utility fees managed by Public Works have increased by 3.0%, the CPI-U increase since the last annual fee update.

- Chapter 40, Utilities
  i. Article I, In General, Sec. 40-4 – Roadway Maintenance Fee
  ii. Article V, Drainage Utility, Sec. 40-524 – Rates

Solid Waste fees managed by Public Works have increased by 5.0%, the CPI-U for Water, Sewer, and Trash Collection Services plus an additional 5% for single family, multi-family and certain other roll-off services

- Chapter 40, Utilities
  i. Article IV, Sec. 40-389 through 40-497 – Solid Waste Collection and Disposal
- In addition, the following changes have been made:
  i. Article IV, Sec. 40-389 Residential Collection Generally- item ii *Container placement time and penalties* – wording revised to apply citywide and provide for 24 hours to remove after notification.
  ii. Article IV, Sec. 40-497 Additional Charges – usage for the Northgate Promenade Commercial Compactor to be assessed based on historical usage by address and then indexed to the CPI-U for Water, Sewer, and Trash Collection Services annually.
  iii. Added 40-497 ii related to the Northgate Promenade Commercial Compactor rate calculation

- **Electric Department**

A Multi-family service fee table with the same rates are being added in order to facilitate rate changes within the utility billing system.

Except as listed below, fees remain unchanged from FY26.

- Chapter 40, Utilities
  i. Article III, Electric System – The Transmission Delivery Adjustment included in Secs. 40-315 to 40-326 have been increased from $0.0169 per kWh to $0.0179

per kWh. This charge is assessed for ERCOT transmission system access and usage and is passed on to the customers without any markup by the city.

ii. Article III, Electric System – Renewable Energy Rate/Net Metering credit (solar credit) decreased to $0.0568 from $0.0550.

- **Water Department**

The non-metered water and sewer fees service charges are being tied to the Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistic and are increased by 3.0% from the FY26 rates.

Except as listed below, all metered Water and Wastewater fees remain unchanged from FY26.

i. Article II, Water and Sewer Service Sec. 40-63. – Failure to provide meter access
- Fines related to failure to provide access to meters without visual aids, without specific apps and without the presence of the customer results in accordance with section 40-8 of the ordinance shall be as follows:
- Residential - $50 per occurrence
- Multi-family - $150 per occurrence
- Commercial - $150 per occurrence.

August 27, 2026
Item No. 8.5.
Harvey Road Townhomes Rezoning

Sponsor: Garrett Segraves, Staff Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 4, "Zoning Districts," Section 4.2 "Official Zoning Map," of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from PDD Planned Development District to T Townhouse on approximately 9.75 acres generally located west of the intersection of Harvey Road and Boonville Road.

Relationship to Strategic Goals:
Diverse and growing economy.

Recommendation(s): Staff recommends approval of the rezoning request.

Summary: This request is to rezone 9.76 acres of land from PDD Planned Development District to T Townhouse, located west of the intersection of Harvey Rd and Boonville Rd. The property is currently undeveloped and sits at the end of Ascend Ln's temporary turnaround, which is intended to be built out with this project's development. The property was zoned to PDD Planned Development District in 2003 with the allowed uses being duplex and parks/open-space, and at that time a Concept Plan was not provided. The applicant is proposing a townhome development which would not be allowed in the current zoning district. The rezoning intends to follow the 2007 approved Master Development Plan of the property that indicated this area to be high density single-family residential uses, which is similar to the adjacent existing developments within the Plan.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:

The Comprehensive Plan Future Land Use and Character Map designates the subject property as General Commercial. The Comprehensive Plan generally describes the General Commercial land use designation as follows:

Concentrated areas of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large and located along regionally significant roads. Due to their context, these areas tend to prioritize automobile mobility.

The intent of the district is to:

- Accommodate a wide range of commercial uses
- Concentrate future commercial development at major intersections
- Provide connectivity to surrounding bicycle and pedestrian networks and provide safe pedestrian facilities within sites
- Encourage transitions in building height and mass when adjacent to residential neighborhoods
- Support multi-family residential as secondary uses on a site
- Encourage shared surface parking

The zoning districts generally appropriate within the General Commercial land use include GC General Commercial, O Office, and mixed-use zoning.

However, abutting the subject tract is land designated as Urban Residential on the Comprehensive Plan Future Land Use & Character Map. For the Urban Residential land use, the Comprehensive Plan provides the following:

Areas appropriate for range of high-density multifamily and attached residential development in various forms. Buildings may be clustered and grouped. Building setback from street varies but is generally consistent within a development.

The intent of the district is to:

- Accommodate a wide range of attractive multifamily housing for a diverse population
- Provide vehicular and pedestrian connectivity
- Accommodate streetscape features and support commercial, service, and office uses

The zoning districts that are generally appropriate within the Urban Residential land use include: MF Multi-family, T Townhouse, mixed-use, and limited SC Suburban Commercial zoning.

The Comprehensive Plan serves as a guide to achieve the community's vision for the future. It anticipates and guides physical development in a manner that provides College Station with a balance of land uses that promote economic development while retaining the quality of life. The future land use designations are generally flexible and are not tied to a specific boundary as compared to the zoning district. This is also more apparent as the property has not been subdivided or there are no natural features dictating the boundary (i.e. floodplain).

The proposed zoning district for T Townhouse is consistent with the Comprehensive Plan's Future Land Use Designation as the request will be providing a development with permitted uses allowed by the zoning district. Also, it generally follows the Summit Crossing Master Development Plan. This Master Development Plan was approved in 2007, which allows high-density single-family structures to be developed behind the commercial area along Boonville Rd.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:
The property has frontage to Harvey Road, which is classified as a 4 Lane Major Arterial on the City's Thoroughfare Plan. There is a Multi-family development to the southwest of this property, undeveloped townhouse-zoned land to the west, Rural undeveloped land to the northwest, undeveloped General Commercial land to the northeast, and Harvey Rd to the southeast.

The T Townhouse zoning district contains land which is to be used for a unique type of dwelling, typically designed for individual ownership, or ownership in groups of single-family attached residences constructed on individually platted lots.

The proposed zoning district is appropriate for the surrounding area, as T Townhouse follows the Master Development Plan's designation for this area of Single-family Residential - High-density.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:
The size and location of the subject property are suitable for uses allowed within the proposed zoning district. The site has adequate space to meet the minimal dimensional standards for T Townhouse.

There is no FEMA-identified floodplain on the property.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:
The existing water and wastewater infrastructure is adequate to support the needs of this development. Detention is required in accordance with the BCS guidelines. Drainage and any other infrastructure required for the site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines.
The subject property has frontage to Harvey Rd, which is designated as a proposed 4 Lane Major Arterial on the City's Thoroughfare Plan. Right-of-way dedication would be required at the time of the plat for Harvey Rd.

5. The marketability of the property:
Rezoning the property from PDD Planned Development District to T Townhouse would allow for the development of additional housing, making the property more marketable.

Budget & Financial Summary:

Attachments:
1. Rezone Ordinance
2. Aerial and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Existing Future Land Use
7. Proposed Rezoning
8. Summit Crossing Subdivision Master Development Plan

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM PDD PLANNED DEVELOPMENT DISTRICT TO T TOWNHOUSE ON APPROXIMATELY 9.75 ACRES GENERALLY LOCATED WEST OF THE INTERSECTION OF HARVEY ROAD AND BOONVILLE ROAD CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A" and Exhibit "B"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from PDD Planned Development District to T Townhouse (9.76 acres):

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A
9.764 ACRE TRACT
JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 9.764 ACRES IN THE JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49, IN BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 15.00 ACRE TRACT OF LAND DESCRIBED IN A DEED TO TEXAS HOTEL MANAGEMENT LP RECORDED IN VOLUME 7541, PAGE 221 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID 9.764 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8 inch iron rod with a yellow plastic cap stamped "KERR 4502" found in the northwest right-of-way line of Harvey Road also known as State Highway 30 (120' wide right-of-way per TXDOT right-of-way plans) at the south corner of said Texas Hotel Management tract, same being an east corner of a remainder of Lot 1, Block 2, of Ascend At Harvey recorded in Volume 17548, Page 91 (OPRBCT) conveyed in a deed to CS Harvey LTD recorded in Volume 19448, Page 91 (OPRBCT), from which the City of College Station Monument CS94-242 bears N 42° 09' 01" E, a distance of 1,613.67 feet;

THENCE, with the common line of said Texas Hotel Management tract and said Lot 1, Block 2, a northeast line of Lot 1, Block 1, of said Ascend At Harvey, and the northeast line of Ascend Lane (60' wide right-of-way; 17548/231 OPRBCT), the following two (2) courses and distances:

1. **N 48° 49' 34" W,** for a distance of **263.80 feet** to a point for corner from which a 5/8 inch iron rod with a plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" found bears S 83° 24' 54" W, a distance of 0.66 feet, and from said point for corner another 5/8 inch iron rod with a plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" found bears N 41° 50' 37" E, a distance of 0.92 feet; and
2. **S 78° 15' 06" W,** for a distance of **358.92 feet** to a 5/8 inch iron rod with plastic cap stamped "QUIDDITY ENG. PROPERTY CORNER" found;

THENCE, with the southwest line of said Texas Hotel Management tract and a portion of a northeast line of said Ascend At Harvey tract, and a portion of a northeast line of a called 98.202 acres described in a deed to The Summit Crossing, LLC recorded in Volume 7541, Page 214 (OPRBCT), **N 46° 12' 28" W,** for a distance of **336.52 feet** to a 5/8 inch iron rod with a broken yellow cap found, being the west corner hereof;

THENCE, with the common line of said Texas Hotel Management tract and said Summit Crossing, LLC tract, the following three (3) courses and distances:

1. **N 41° 55' 29" E,** for a distance of **612.24 feet** to a 5/8 inch iron rod with a yellow plastic cap stamped "KERR 4502" found;

1 | Page

26-0323 M&B.docx

2. **N 89° 51' 37" E,** for a distance of **84.91 feet** to a 5/8 inch iron rod with a yellow plastic cap stamped "KERR 4502" found; and
3. **N 41° 44' 10" E**, for a distance of **7.98 feet** to a point for corner in said common line, and being the north corner hereof;

THENCE, through said Texas Hotel Management tract, **S 45° 24' 30" E,** for a distance of **563.90 feet** to a point for corner in the common line of said Texas Hotel Management tract and proposed Lot 2, Block 1 of Super 'B' Subdivision (per preliminary plat), said Lot 2 being conveyed to Texas KJ Investments, LLC in Volume 8391, Page 112 (OPRBCT);

THENCE, with the common line of said Texas Hotel Management tract and said proposed Lot 2, the following two (2) courses and distances:

1. **S 42° 04' 28" W,** for a distance of **98.51 feet** to a 1/2 inch iron rod with plastic cap stamped "MCCLURE" found;
2. **S 64° 41' 22" E,** for a distance of **215.13 feet** to a 1/2 inch iron rod found in the northwest right-of-way line of said Harvey Road, and an east corner of said Texas Hotel Management tract and the south corner of said proposed Lot 2, and the east corner hereof;

THENCE, along the northwest line of said Harvey Road and with the southeast line of said Texas Hotel Management tract, **S 45° 16' 27" W,** for a distance of **332.78 feet** to the **POINT OF BEGINNING** hereof and containing **9.764 acres**, more or less.

Surveyed on the ground March 2026 under my supervision. See plat prepared March 2026 for other information. The bearing basis for this survey is based on the Texas Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00011060575660 (calculated using GEOID12B). Reference drawing: 26-0323-S EXHIBIT.

STATE OF TEXAS
REGISTERED
MICHAEL KONETSKI
6531
PROFESSIONAL
LAND SURVEYOR

6/23/26

Michael Konetski
Registered Professional Land Surveyor No. 6531
REVISED 6/23/2026 TO REFERENCE MON. C594-242

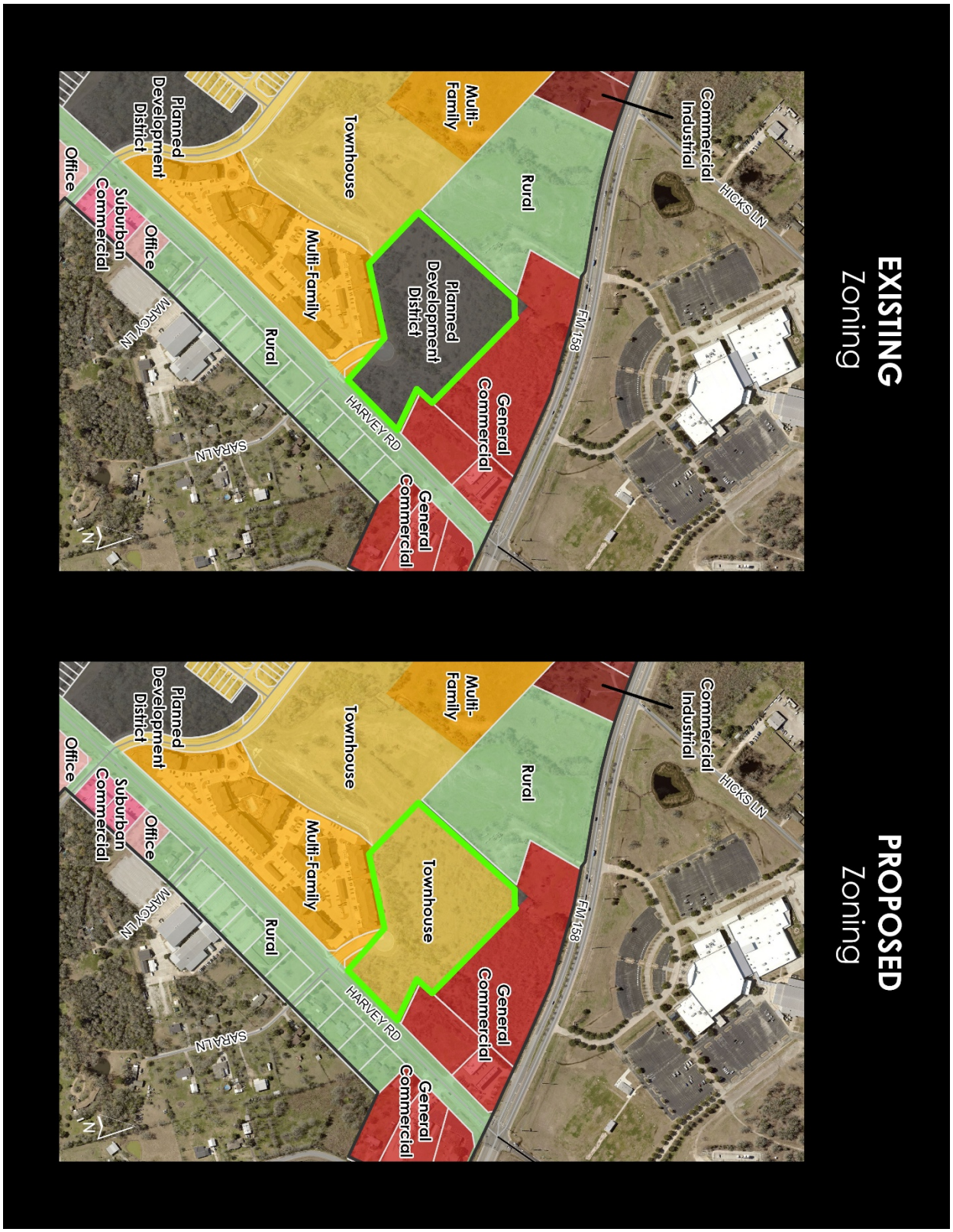
KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

2 | Page

26-0323 M&B.docx

Exhibit B


EXISTING
Zoning
Commercial Industrial
HICKS LN
FM 158
Rural
Multi-Family
Townhouse
Planned Development District
General Commercial
Multi-Family
Rural
HARVEY RD
General Commercial
Planned Development District
Office
Suburban Commercial
Office
MARCY LN
SARA LN
N
PROPOSED
Zoning
Commercial Industrial
HICKS LN
FM 158
Rural
Multi-Family
Townhouse
Townhouse
General Commercial
Multi-Family
Rural
HARVEY RD
General Commercial
Planned Development District
Office
Suburban Commercial
Office
MARCY LN
SARA LN
N

ZONING DISTRICTS (In Grayscale)

Residential
- R Rural
- WE Wellborn Estate
- E Estate
- WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
- MH Middle Housing
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Home Pk.

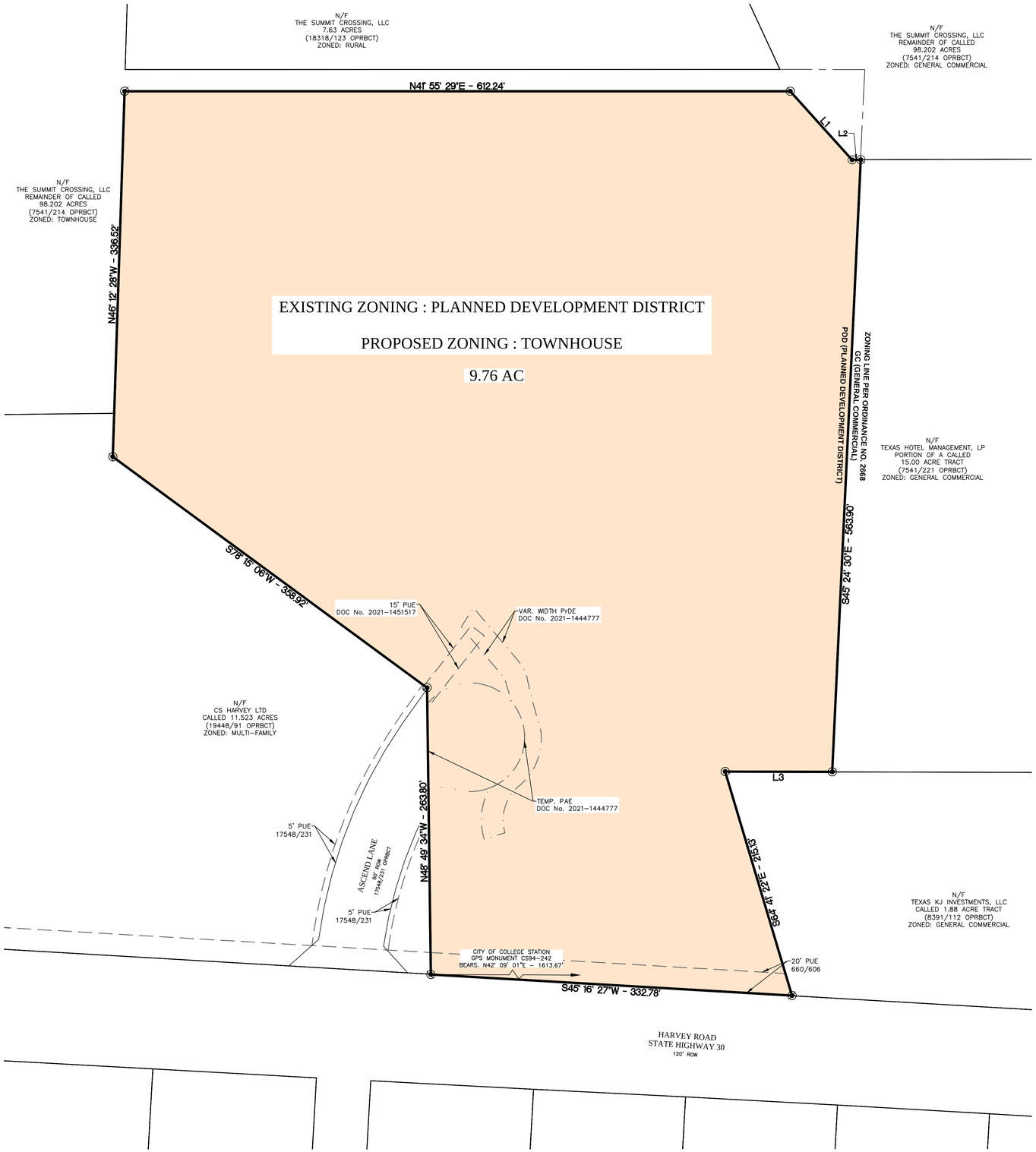
Non-Residential
- NAP Natural Area Protected
- O Office
- SC Suburban Commercial
- WC Wellborn Commercial
- GC General Commercial
- CI Commercial Industrial
- BP Business Park
- BPI Business Park Industrial
- C–U College and University

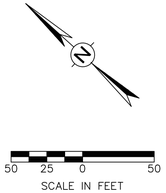
Planned Districts
- P-MUD Planned Mixed-Use Dist.
- PDD Planned Develop. Dist.

Design Districts
- WPC Wolf Pen Creek Dev. Cor.
- NG–1 Core Northgate
- NG–2 Transitional Northgate
- NG–3 Residential Northgate

Overlay Districts
- OV Corridor Ovr.
- RDD Redevelopment District
- NPO Nbrhd. Prevailing Ovr.
- NCO Nbrhd. Conservation Ovr.
- HP Historic Preservation Ovr.

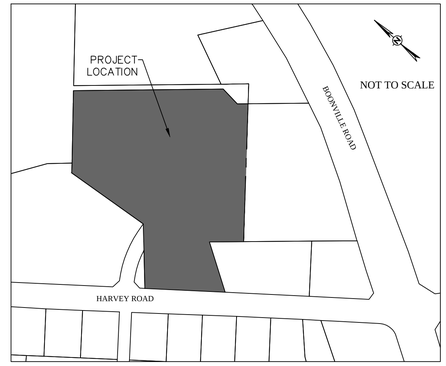
Retired Districts
- R-1B Single Family Residential
- R-4 Multi-Family
- R-6 High Density Multi-Family
- C-3 Light Commercial
- RD Research and Dev.
- M-1 Light Industrial
- M-2 Heavy Industrial





LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	84.91'	N89° 51' 37"E
L2	7.98'	N41° 44' 10"E
L3	98.51'	S42° 04' 28"W

VICINITY MAP



NOTES:

1. THE BEARINGS OF THIS SURVEY ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011) EPOCH 2010, AND BOUNDARY REFERENCED TO 1/2", 3/8", AND 5/8" IRON RODS AND MONUMENTS FOUND AS NOTED IN THE PREVIOUS RECORDED DEEDS.
2. SAID LOT DOES NOT APPEAR TO BE UNDER THE 100 YEAR FLOOD PLAIN, AS IDENTIFIED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY ON COMMUNITY PANEL NO.48041C0310F EFFECTIVE DATE, APRIL 2, 2014.
3. THIS TRACT DOES NOT LIE WITHIN A DESIGNATED 100 TEAR FLOOD PLAIN ACCORDING TO THE F.I.R.M. MAPS, PANEL NO. 48041C0220F, REVISED DATE: 04-02-2014.

LEGEND

- PROPERTY BOUNDARY
- EXISTING PRIVATE DRAINAGE EASEMENT (Pr.D.E.)
- EXISTING PUBLIC UTILITY EASEMENT (P.U.E)
- EXISTING PUBLIC ACCESS EASEMENT (P.A.E.)
- PROPERTY CORNER

REZONING EXHIBIT

HARVEY ROAD REZONING

9.764 ACRES

EXISTING ZONING - PLANNED DEVELOPMENT DISTRICT
PROPOSED ZONING - TOWNHOUSE
BEING A PORTION OF A CALLED 15.00 ACRE TRACT
VOLUME 7541, PAGE 221 OPRBCT
JAMES W. SCOTT LEAGUE SURVEY, ABSTRACT 49
COLLEGE STATION, BRAZOS COUNTY, TEXAS

OWNER:
TEXAS HOTEL MANAGEMENT, LP
2121 E. WILLIAM JOEL BRYAN PKWY,
BRYAN, TX, 77805

DEVELOPER:
KEPT PROPERTY GROUP, LLC
1555 GREENS PRAIRIE ROAD, SUITE 101
COLLEGE STATION, TX, 77845
979-492-0425

SCALE: 1"=50'
JUNE 2026

SURVEYOR:
Kerr Surveying, LLC
1718 Briarcrest Drive
Bryan, TX 77802
(979) 268-3195
TBPELS FIRM # 10018500
SURVEYS@KERRSURVEYING.NET

ENGINEER:
Schultz Engineering, LLC
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
www
(979) 764-3900

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 6th, 2026
Advertised Council Hearing Date: August 27th, 2026

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Summit Crossing HOA

Property owner notices mailed: 13
Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: None at the time of this report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	General Commercial	R Rural/GC General Commercial	Undeveloped
South	Urban Residential	MF Multi-family	Multi-family
East	General Commercial	GC General Commercial	Undeveloped
West	Urban Residential	T Townhouse	Undeveloped

DEVELOPMENT HISTORY

Annexation: September 1980
Zoning: Agricultural-Open(1980), PDD Planned Development District (2003)
Final Plat: Unplatted
Site development: Undeveloped

REZONING APPLICATION
SUPPORTING INFORMATION

Name of Project: HARVEY RD TOWNHOMES (REZ2026-000002)

Address:

Legal Description: A004901, J W SCOTT (ICL), TRACT 29.2, 15. ACRES

Total Acreage: 9.78

Applicant:: Caprock Development

Property Owner: TEXAS HOTEL MANAGEMENT LP

List the changed or changing conditions in the area or in the City which make this zone change necessary.

City of College Station zoning ordinances no longer include a specific duplex zoning district. The area is part of the Approved Master Development Plan for Summit Crossing. This plan designates this area as "single-family residential high density", which includes the development of connected townhome products.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

The Comp Plan shows this tract as GC - General Commercial. However, the City has recently approved the Summit Crossing Master Development Plan which vests the property as "single family residential high density".

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The current zoning district is no longer suitable for this tract. There is no longer a duplex district. Most importantly, the City-approved Master Development Plan for Summit Crossing vests this tract for "single family residential high density" uses.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The property is suitable for rezoning to Townhome, as adequate access, water, sewer, and drainage are in place. In addition, adjacent tracts that surround this parcel are either General Commercial, Townhome, or Multifamily uses.

Explain the suitability of the property for uses permitted by the current zoning district.

The property is suitable for rezoning to Townhome, as adequate access, water, sewer, and drainage are in place. In addition, adjacent tracts that surround this parcel are either General Commercial, Townhome, or Multifamily uses.

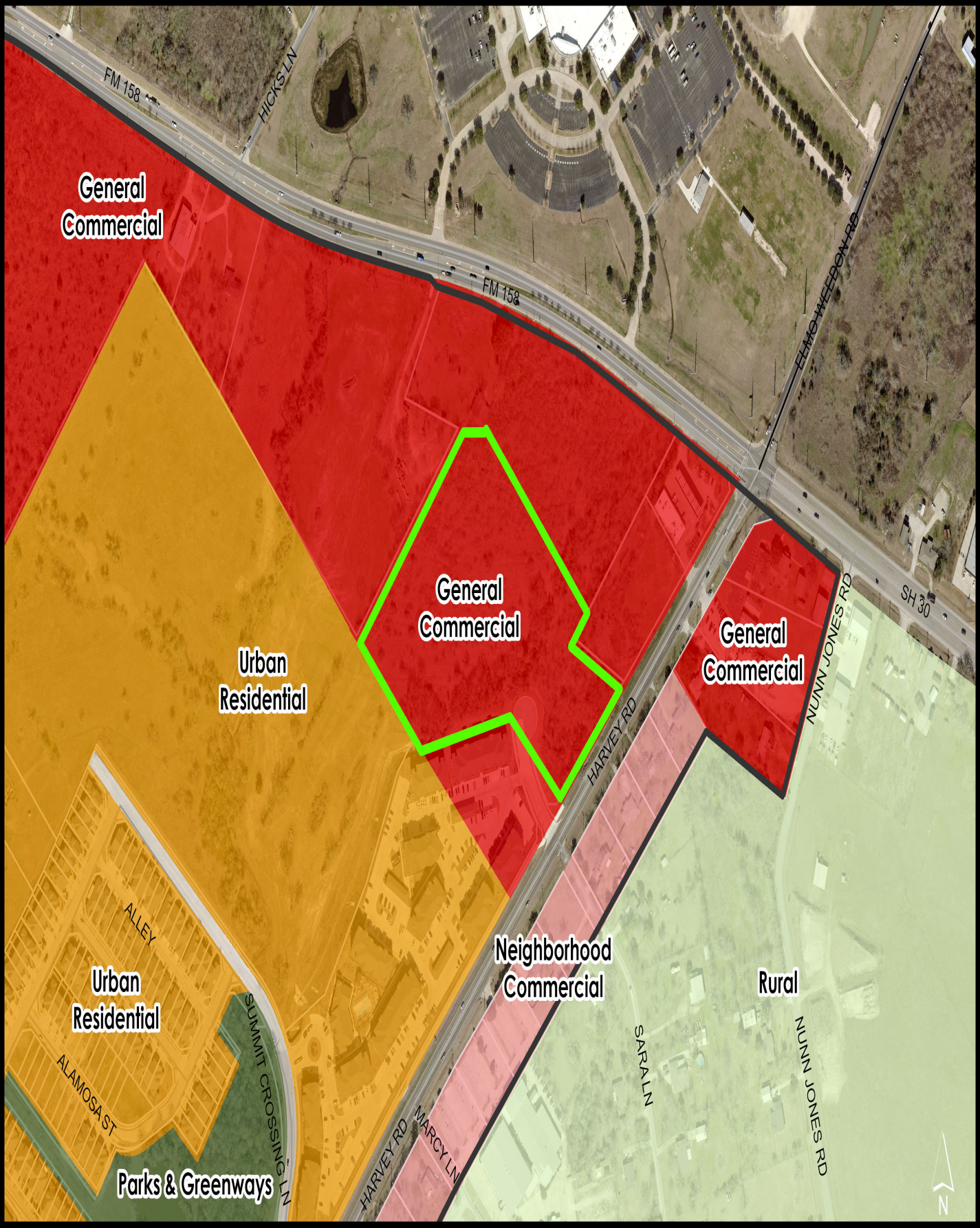
Explain the marketability of the property for uses permitted by the current zoning district.

Market conditions have failed to support duplex-style housing for over a decade. With higher land, development, and construction costs, the marketability of duplexes is nearly non-existent. On the other hand, Townhomes have a lower-cost than duplexes, attracting a broader market of buyers, which includes first-time home buyers.

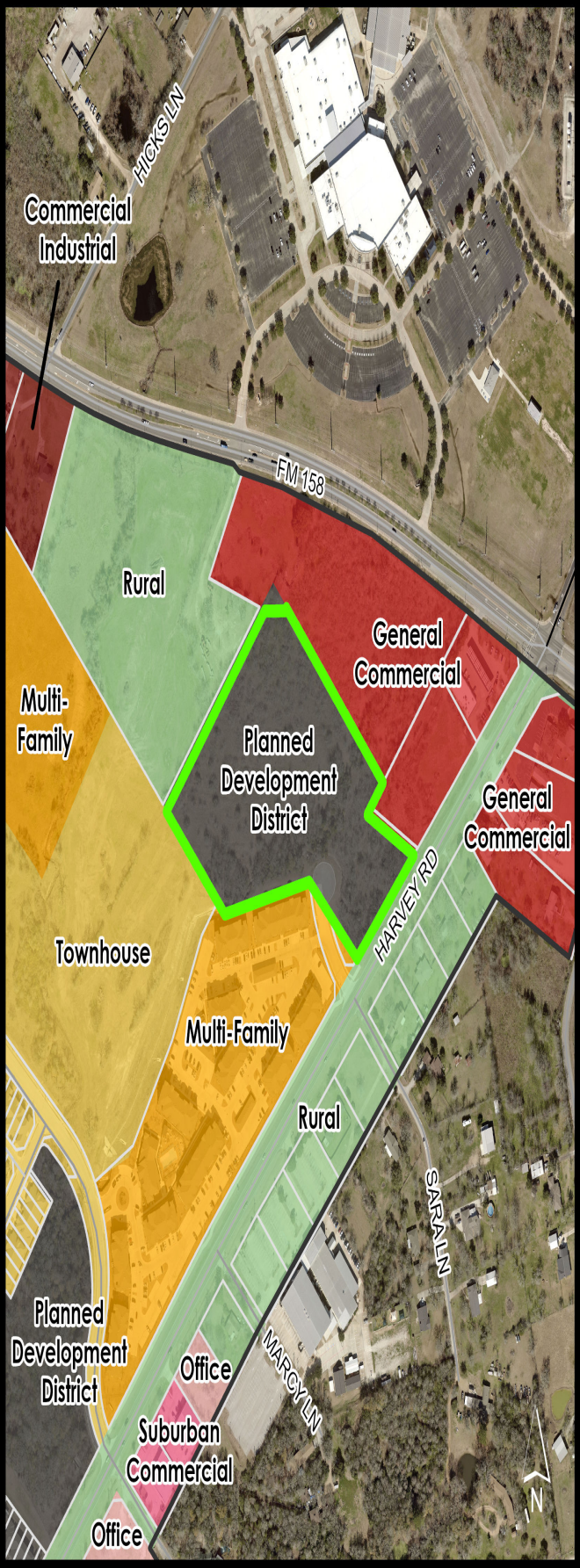
List any other reasons to support this zone change.

None.

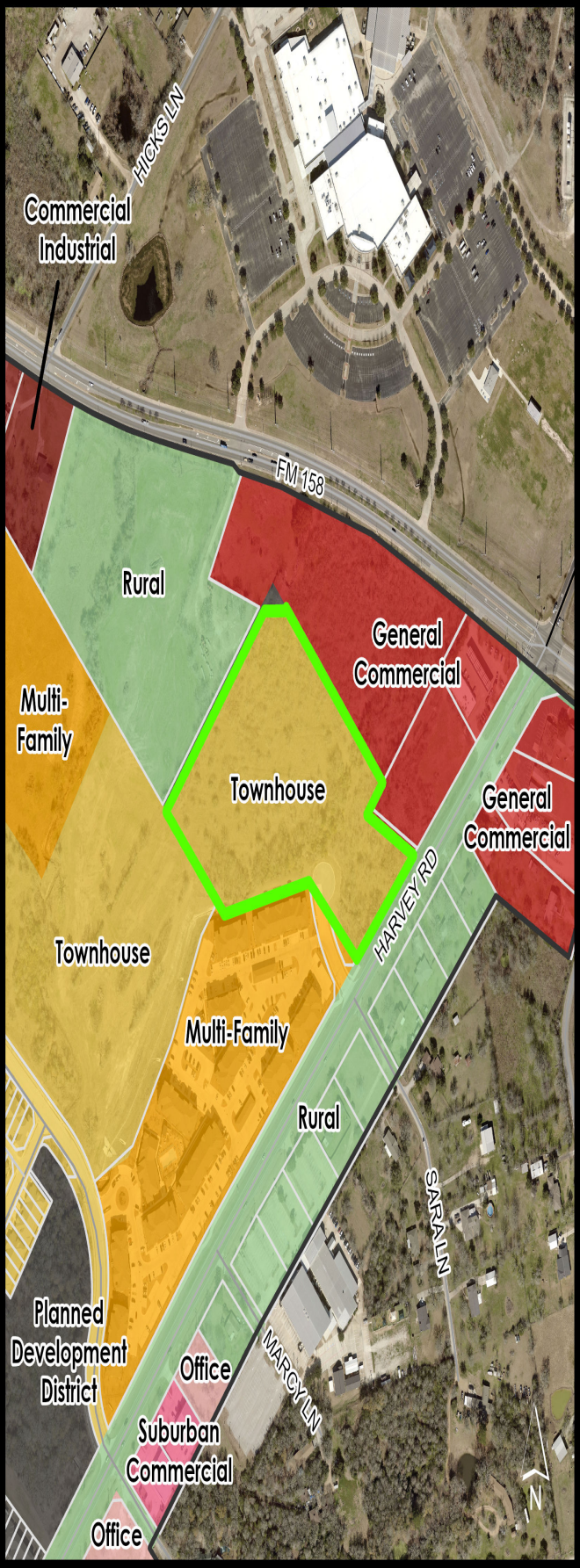
EXISTING
Future Land Use



EXISTING
Zoning



PROPOSED
Zoning



CRESCENT POINTE
TRACT ONE
VOL. 5708 / PG. 76
ZONED "C-1"

POINT OF REFERENCE:
MOST EASTERLY CORNER OF
CRESCENT POINTE, TRACT ONE

N/F
THE SUMMIT CROSSING, LLC
VOL. 7675 / PG. 179
ZONED A-O

N46°34'47"W
283.35'

N41°39'43"E ~ 1146.61'

N45°47'51"W ~ 593.53'

N42°09'39"E ~ 1282.80'

Robert Henry Conaway, Jr.
35.91 Acres
Vol. 2864 / Pg. 51
ZONED "A-O"

SCALE IN FEET
100 50 0 100

STREET / ALLEY R.O.W.

OPEN SPACE /
DETENTION AREA
0.13 ACRES

OPEN SPACE
0.30 ACRES

OPEN SPACE/
ACCESS ESMT.
0.08 ACRES

OPEN SPACE /
ACCESS ESMT.
0.06 ACRES

SINGLE FAMILY
RESIDENTIAL
HIGH DENSITY
23.69 ACRES

OPEN SPACE /
DETENTION AREA
0.24 ACRES

OPEN SPACE /
ACCESS ESMT.
0.07 ACRES

SINGLE FAMILY
RESIDENTIAL
HIGH DENSITY
15.71 ACRES

PARK
8.80 ACRES

MINOR COLLECTOR STREET

PROPOSED
12" WATERLINE

SINGLE FAMILY RESIDENTIAL
HIGH DENSITY
3.08 ACRES

MINOR COLLECTOR STREET

THE SUMMIT CROSSING LLC
98.202 ACRES
VOL. 7541 / PG. 214
ZONED "PDD"

OPEN SPACE /
ACCESS ESMT.
0.07 ACRES

PROTECTED AREA /
COMMON AREA
2.2 ACRES

SINGLE FAMILY
RESIDENTIAL
HIGH DENSITY
25.79 ACRES

PROTECTED AREA
0.9 ACRES

OPEN SPACE /
DETENTION AREA
2.46 ACRES

MATCH LINE - SHEET 3 OF 3
MATCH LINE - SHEET 2 OF 3

N/F
CRESCENT POINTE, LTD
VOL. 5115 / PG. 10

N47°03'20"W ~ 1346.50'

S42°20'10"W ~ 1681.58'

C1

STATE HIGHWAY 30 (MAJOR ARTERIAL)

HARVEY ROAD (MAJOR ARTERIAL)

MASTER DEVELOPMENT PLAN NOT FOR RECORD

LEGEND
- PROJECT BOUNDARY
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- DRAINAGE FLOW DIRECTION
- PROTECTED AREA

CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BEARING
C1	300.07'	5789.58'	2°58'11"	150.07'	300.04'	S43°49'15"W

MASTER DEVELOPMENT PLAN
SUMMIT CROSSING SUBDIVISION

SCALE: 1"=100'

OWNER/DEVELOPER:
The Summit Crossing, LLC
4002 Aspen
Bryan, TX 77801

SURVEYOR:
Brad Kerr, RPLS No. 4502
Kerr Surveying, LLC
P.O. Box 269
College Station, TX 77841
(979) 268-3195

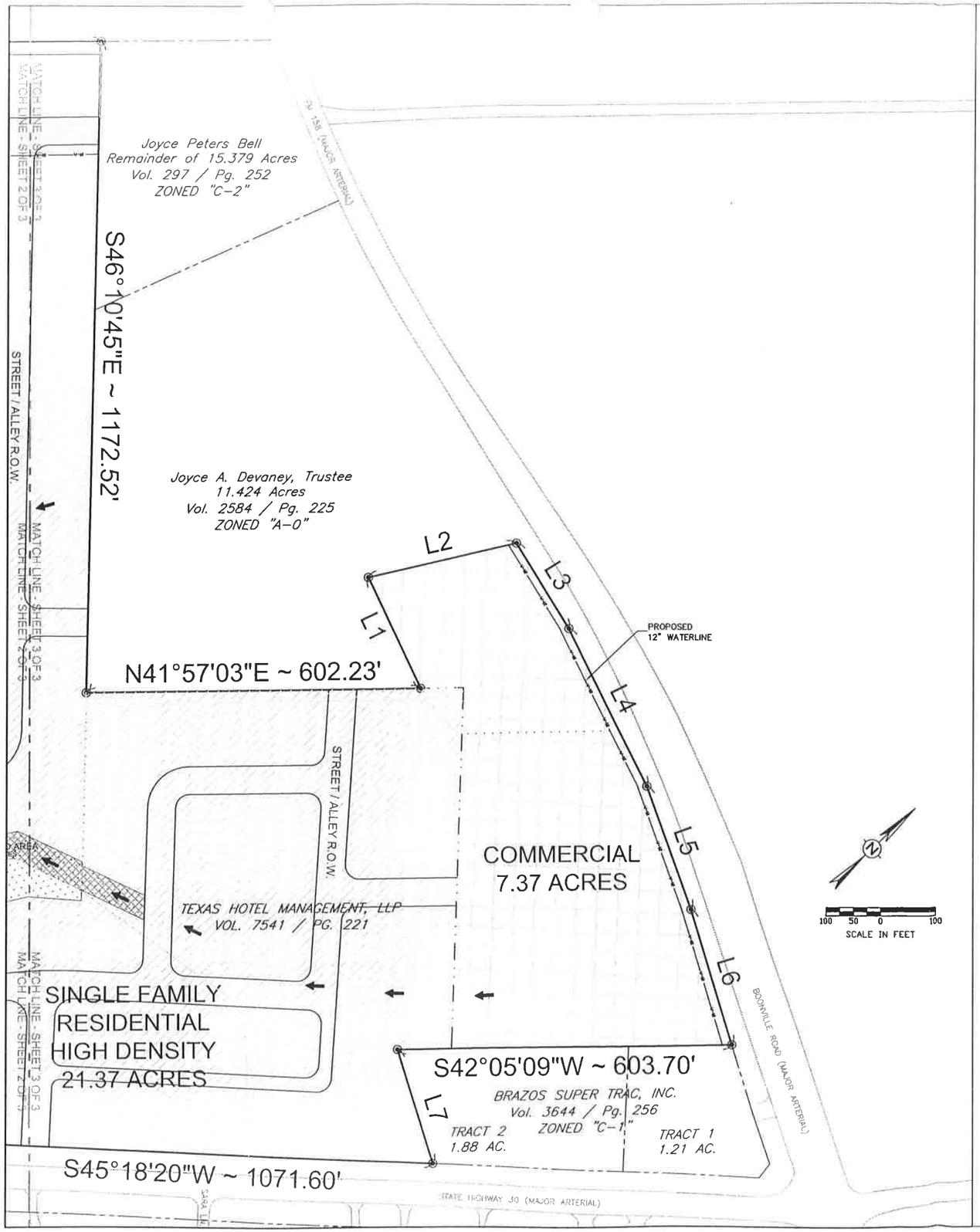
113.201 ACRES

J.W. SCOTT LEAGUE
SURVEY, A-49
COLLEGE STATION,
BRAZOS COUNTY, TEXAS

SHEET 2 OF 3

JUNE, 2007
REVISED JULY, 2007
REVISED AUGUST, 2007
REVISED SEPTEMBER, 2007

ENGINEER:
☆ CIVIL DEVELOPMENT, Ltd. ☆
CIVIL ENGINEERING & DESIGN BUILD SERVICES
Ginger L. Urso, P.E
2033 Harvey Mitchell Parkway South
College Station, Texas 77840
P.O. Box 11929, College Station, Texas 77842
(979) 764-77



MASTER DEVELOPMENT PLAN NOT FOR RECORD

LEGEND

- PROJECT BOUNDARY
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- DRAINAGE FLOW DIRECTION
- PROTECTED AREA

LINE TABLE		
LINE	LENGTH	BEARING
L1	220.45'	N72°47'26"W
L2	274.69'	N30°07'16"E
L3	180.05'	S78°58'02"E
L4	315.77'	S73°52'00"E
L5	234.90'	S66°54'03"E
L6	253.06'	S64°15'25"E
L7	215.32'	S64°42'03"E

MASTER DEVELOPMENT PLAN
SUMMIT CROSSING SUBDIVISION

SCALE: 1"=100'

OWNER/DEVELOPER:
The Summit Crossing, LLC
4002 Aspen
Bryan, TX 77801

SURVEYOR:
Brad Kerr, RPLS No. 4502
Kerr Surveying, LLC
P.O. Box 269
College Station, TX 77841
(979) 268-3195

113.201 ACRES

J.W. SCOTT LEAGUE
SURVEY, A-49
COLLEGE STATION,
BRAZOS COUNTY, TEXAS

SHEET 3 OF 3

JUNE, 2007
REVISED JULY, 2007
REVISED AUGUST, 2007
REVISED SEPTEMBER, 2007

ENGINEER:
☆ CIVIL DEVELOPMENT, Ltd. ☆
CIVIL ENGINEERING & DESIGN BUILD SERVICES
Ginger L. Urso, P.E.
2033 Harvey Mitchell Parkway South
College Station, Texas 77840
P.O. Box 11929, College Station, Texas 77842
(979) 764-7742 Fax (979) 764-7750

August 27, 2026
Item No. 8.6.
The Station (City-Initiated)

Sponsor: Jeff Howell, Senior Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan - Future Land Use & Character Map from Business Center to General Commercial for approximately 106 acres generally located east of the intersection of Midtown Drive and Corporate Parkway.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): This item was heard at the August 6th Planning and Zoning Commission meeting where the Commission voted 7-0 to recommend approval.

Summary: As part of a development agreement with the Economic Development Department, the request is a City-initiated amendment to the Comprehensive Plan Future Land Use and Character Map from Business Center to General Commercial for approximately 106 acres, generally located east of the intersection of Midtown Drive and Corporate Parkway. General Commercial is defined as areas of commercial activities typically located along regionally significant roads. This Comprehensive Plan Amendment is in conjunction with a rezoning of a portion of an un-platted property that is owned by the City of College Station to GC General Commercial to allow for additional commercial uses in the area. A sports complex and associated hospitality development are proposed within the subject tract.

REVIEW CRITERIA

1. Changed or changing conditions in the subject area of the City: The subject property is identified with a future land use designation of Business Center. Those directly abutting it have a future land use designation of Natural & Open Areas as well as Parks & Greenways. The Business Center land use designation is appropriate for office, research, or industrial uses that may be planned and developed as a unified project. The purpose of the Business Center land use designation is to accommodate a variety of large footprint buildings, commercial and service uses in business centers, and provide large-scale employment sites. The immediate area is primarily vacant and used as a park and designated as Natural & Open Areas. These areas include floodplains, riparian buffers, common areas, and open space. This designation is generally for areas that represent a constraint to development. The properties to the west are designated as Business Center, as well as General Commercial on the other side of Midtown Drive. This request to change the land use designation of the subject property to General Commercial would allow for the development of a largely undeveloped property with proximity to Midtown Drive.

2. Compatibility with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the City as a whole: The applicant is requesting an amendment to the Future Land Use & Character Map to General Commercial and has also requested a rezoning to General Commercial for a portion of the property. The intent of General Commercial is to accommodate a wide range of commercial uses and concentrate commercial development near major intersections and thoroughfares. The subject property is located east of the

intersection of Midtown Drive and Corporate Parkway. This property would be compatible with existing uses, development patterns, and character of GC General Commercial zoned properties in the area.

City Staff held a neighborhood meeting on July 6, 2026. All property owners within 200 feet of the subject property were notified of the neighborhood meeting as well as the adjacent neighborhood associations, and no members of the public were in attendance. Attendees were only City Staff.

The proposal is compatible with the character of the area as it allows for commercial development that is compatible with the surrounding area.

3. Impact on environmentally sensitive and natural areas: There is no FEMA designated floodplain on the subject property. While not within the subject property, there are existing waterbodies and floodplain located in the general area.

4. Impacts on infrastructure including water, wastewater, drainage, and the transportation network: Water and wastewater services will be provided by College Station Utilities. There is not adequate water and sanitary sewer capacity to support the proposed amendment. The applicant will design and construct an 18-inch waterline extension across a portion of the subject tract. This line is sized to serve the proposed uses on the tract and to extend regional water grid capacity through the site, providing system benefits beyond the project boundary. The City of College Station is also constructing sewer infrastructure to serve a portion of the project, and the applicant is coordinating closely with City Staff on design, phasing, and acceptance of those improvements. Drainage and all other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines.

The subject property is located near the intersection of Midtown Drive and Corporate Parkway. Midtown Drive and Corporate Parkway are identified as Major Collectors on the Thoroughfare Plan. The proposed General Commercial designation may increase the potential traffic generated in comparison to the existing Business Center designation, and a Traffic Impact Analysis with the rezoning request was required. Mitigation included adding roundabouts and a turn-lane on Midtown Drive.

5. Consistency with the goals and strategies set forth in the Comprehensive Plan: The intent of College Station's Comprehensive Plan is to create distinctive places, vibrant districts, attractive neighborhoods, revitalized gateways and corridors, and conserved natural areas. The proposed amendment to General Commercial, defined as areas that accommodate a wide range of commercial uses, is appropriate for this property as it provides infill development along a major commercial corridor of the city. The project is being delivered through a coordinated effort between the City of College Station and the applicant, with public and private infrastructure improvements designed in parallel to support the sports and hospitality components. The General Commercial designation provides the land use framework that supports this collaboration.

Budget & Financial Summary: N/A

Attachments:
1. Ordinance
2. Aerial and Small Area Map
3. Comprehensive Plan Exhibit
4. Background Information

5. Applicant's Supporting Information
6. Comprehensive Plan Amendment Map

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE OFFICIAL CITY OF COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUTURE LAND USE & CHARACTER MAP FROM BUSINESS CENTER TO GENERAL COMMERCIAL FOR APPROXIMATELY 106 ACRES OF LAND GENERALLY LOCATED EAST OF THE INTERSECTION OF MIDTOWN DRIVE AND CORPORATE PARKWAY; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the "Official City of College Station Comprehensive Plan" is hereby amended by adding new Subsection "E.1.q." of Exhibit "A" thereto as set out in Exhibit "A" attached hereto and made a part hereof; as set out in Exhibit "B" attached hereto and made a part hereof.

PART 2: That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

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

PASSED, ADOPTED and APPROVED this _____ day of ____, 2026.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A

That Ordinance No. 4303 adopting the "Official City of College Station Comprehensive Plan" as amended, is hereby amended by adding Subsection "E.1.q." to Exhibit "A" of said plan for Exhibit "A" to read in its entirety as follows:

A. Comprehensive Plan

The Official City of College Station Comprehensive Plan (Ordinance 4303) is hereby adopted and consists of the following:

1. Plan Foundation;
2. Distinctive Places;
3. Strong Neighborhoods;
4. A Prosperous Economy;
5. Engaging Spaces;
6. Integrated Mobility;
7. Exceptional Services;
8. Managed Growth;
9. Collaborative Partnerships; and
10. Plan Implementation

B. Master Plans

The following Master Plans are hereby adopted and made a part of the Official City of College Station Comprehensive Plan:

1. Parks, Recreation, and Open Spaces Master Plan dated July 2011;
2. Economic Development Master Plan dated February 2026;
3. The Water System Master Plan dated April 2017;
4. The Wastewater System Master Plan dated April 2017;
5. Northeast Gateway Redevelopment Plan dated September 2023;
6. Wellborn District Plan dated October 2023;
7. Housing Action Plan dated September 2024; and
8. Active Transportation Master Plan dated May 2026.

C. Master Plan Amendments

The following Master Plan Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Expiring the East College Station Transportation Study dated May 2005 – Ordinance 4404, dated November 10, 2022.
2. Expiring the Central College Station Neighborhood Plan dated June 2010 – Ordinance 4404, dated November 10, 2022.
3. Expiring the Eastgate Neighborhood Plan dated June 2011 – Ordinance 4404, dated November 10, 2022.
4. Expiring the Southside Area Neighborhood Plan dated August 2012 – Ordinance 4404, dated November 10, 2022.
5. Expiring the South Knoll Neighborhood Plan dated September 2013 – Ordinance 4404, dated November 10, 2022.
6. Expiring the Bicycle, Pedestrian, and Greenways Master Plan dated January 2010 – Ordinance 4690 dated May 28, 2026.
7. Expiring the Northgate Redevelopment Plan dated November 1996 – Ordinance 4690 dated May 28, 2026.
8. Expiring the Revised Wolf Pen Creek Master Plan dated 1998 – Ordinance 4690 dated May 28, 2026.
9. Expiring the Northgate Redevelopment Implementation Plan dated July 2003 – Ordinance 4690 dated May 28, 2026.
10. Expiring the Medical District Master Plan dated October 2012 – Ordinance 4690 dated May 28, 2026.

D. Text Amendments

The following Text Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Text Amendments:
    a. *Chapter 2. Distinctive Places* by amending the text regarding the Neighborhood Center future land use description, intent, and generally appropriate zoning districts – Ordinance 4351, dated April 28, 2022.
    b. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to remove expired plans – Ordinance 4404, dated November 10, 2022.
    c. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to rename the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.

d. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to update it to the Wellborn District Plan, to revise the Future Land Use & Character descriptions to remove the Wellborn future land use and incorporate it and the Wellborn-specific zoning districts into the Neighborhood Commercial, Suburban Residential, and Estate Residential future land use descriptions and generally appropriate zoning districts – Ordinance 4474, dated October 12, 2023.

e. *Chapter 1. Plan Foundation, Chapter 2. Distinctive Places, Chapter 3. Strong Neighborhoods, Chapter 4. A Prosperous Economy, Chapter 5. Engaging Spaces, Chapter 6. Integrated Mobility, Chapter 7. Exceptional Service, Chapter 8. Managed Growth, Chapter 9. Collaborative Partnerships,* and *Chapter 10. Plan Implementation* by amending text based on the recommendations of the Comprehensive Plan 5-Year Evaluation & Appraisal Report 2025 to remove repeated or redundant narrative and outdated information; update existing conditions and contextual data; incorporate strategies and narrative related to the updated Economic Development Master Plan; amend the implementation table to include action items for Chapter 4; and combine and add action items to improve clarity for implementation – Ordinance 4690 dated May 28, 2026

E. Map Amendments

The following Map Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Future Land Use & Character Map:
    a. Approximately 5 acres of land generally located at 2354 Barron Road from Suburban Residential to Neighborhood Commercial – Ordinance 4365, dated June 23, 2022.
    b. Approximately 17 acres of land generally located at 400 Double Mountain Road from Medical to Urban Residential – Ordinance 4378, dated August 11, 2022.
    c. Approximately 0.19 acres of land generally located at 106 Southland Street from Suburban Residential to Neighborhood Commercial – Ordinance 4388, dated September 8, 2022.
    d. Approximately 2.611 acres of land, generally located at 100 - 170 Graham Road from Business Center to Neighborhood Commercial – Ordinance 4435, dated May 15, 2023.
    e. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
    f. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.

g. Approximately 3.25 acres of land generally located west of the intersection of Nantucket Drive and State Highway 6 S from Suburban Residential and Natural and Open Areas to Neighborhood Commercial and Natural and Open Areas – Ordinance 4520, dated May 23, 2024.
h. Approximately 3 acres of land generally located at located at 116 and 120 Morgans Lane from Urban Residential to General Commercial – Ordinance 4525, dated June 27, 2024.
i. Approximately 11 acres of land generally located at 3182 Holleman Drive South from Mixed Residential and Natural & Open Areas to Urban Residential – Ordinance 4566, dated December 12, 2024.
j. Approximately 1.047 acres of land generally located at 3423 Cain Road and 3197 Holleman Drive South from Mixed Residential to General Commercial – Ordinance 4571, dated January 23, 2025.
k. Approximately 3.60 acres of land generally located at 3768 McCullough Road from Estate Residential to Neighborhood Commercial – Ordinance 4578, dated February 27, 2025
l. Approximately 2.752 acres of land generally located at 2360 Harvey Mitchell Parkway South from General Commercial to Urban Residential – Ordinance 4596, dated June 12, 2025.
m. Approximately 2.5 acres of land generally located south of the intersection of University Drive East and East Crest Drive from General Commercial to Urban Residential – Ordinance 4609, dated August 14, 2025.
n. Approximately 6.995 acres of land generally located at 8650 Turkey Creek Road from Neighborhood Center to Urban Residential – Ordinance 4660, dated March 26, 2026.
o. Approximately 7.2 acres generally located on Harvey Mitchell Parkway South between Dartmouth Street and Earl Rudder Freeway South from General Commercial to Urban Residential – Ordinance 4692, dated July 9 2026.
p. Approximately 12.43 acres of land generally located at 2950 Rock Prairie Road West from General Commercial to Urban Residential – Ordinance 4702, dated August 13, 2026.
q. Approximately 106 acres generally located east of the intersection of Midtown Drive and Corporate Parkway from Business Center to General Commercial.

2. Planning Areas Map:
    a. Removing the Central College Station Neighborhood Plan, Eastgate Neighborhood Plan, Southside Area Neighborhood Plan, and South Knoll Neighborhood Plan – Ordinance 4404, dated November 10, 2022.
    b. Renaming the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.

c. Renaming the Wellborn Community Plan to the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.
d. Removing the Medical District Master Plan and renumbering the planning areas Ordinance 4690 dated May 28, 2026.
e. Renaming the Harvey Road Redevelopment Area to the Harvey Road Corridor Redevelopment Plan, and adjusting the planning area boundaries – Ordinance 4690 dated May 28, 2026

3. Functional Classification & Context Class Map:
    a. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
    b. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.
    c. Amended to remove the future extension of Pebble Creek Parkway, a Minor Arterial, between St. Andrews Drive and the future Minor Arterial to the south – Ordinance 4672, dated April 9, 2026
    d. Amended to remove the future extension of Pavilion Avenue, a Minor Collector, between Sebesta Road and State Highway 6 – Ordinance 4677, dated May 18, 2026
    e. Amended to reclassify Pebble Creek Parkway shown as a Minor Arterial to a Major Collector – Ordinance 4690 dated May 28, 2026.

F. General

1. **Conflict.** All parts of the Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.

2. **Purpose.** The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its Extraterritorial Jurisdiction ("ETJ"). The Comprehensive Plan depicts generalized locations of proposed future land uses, including thoroughfares, bicycle and pedestrian ways, parks, greenways, and waterlines, and sewer lines that are subject to modification by the City to fit local conditions and budget constraints.

3. **General nature of Future Land Use.** The Comprehensive Plan, in particular the Future Land Use & Character Map and any adopted amendments thereto, shall not be,

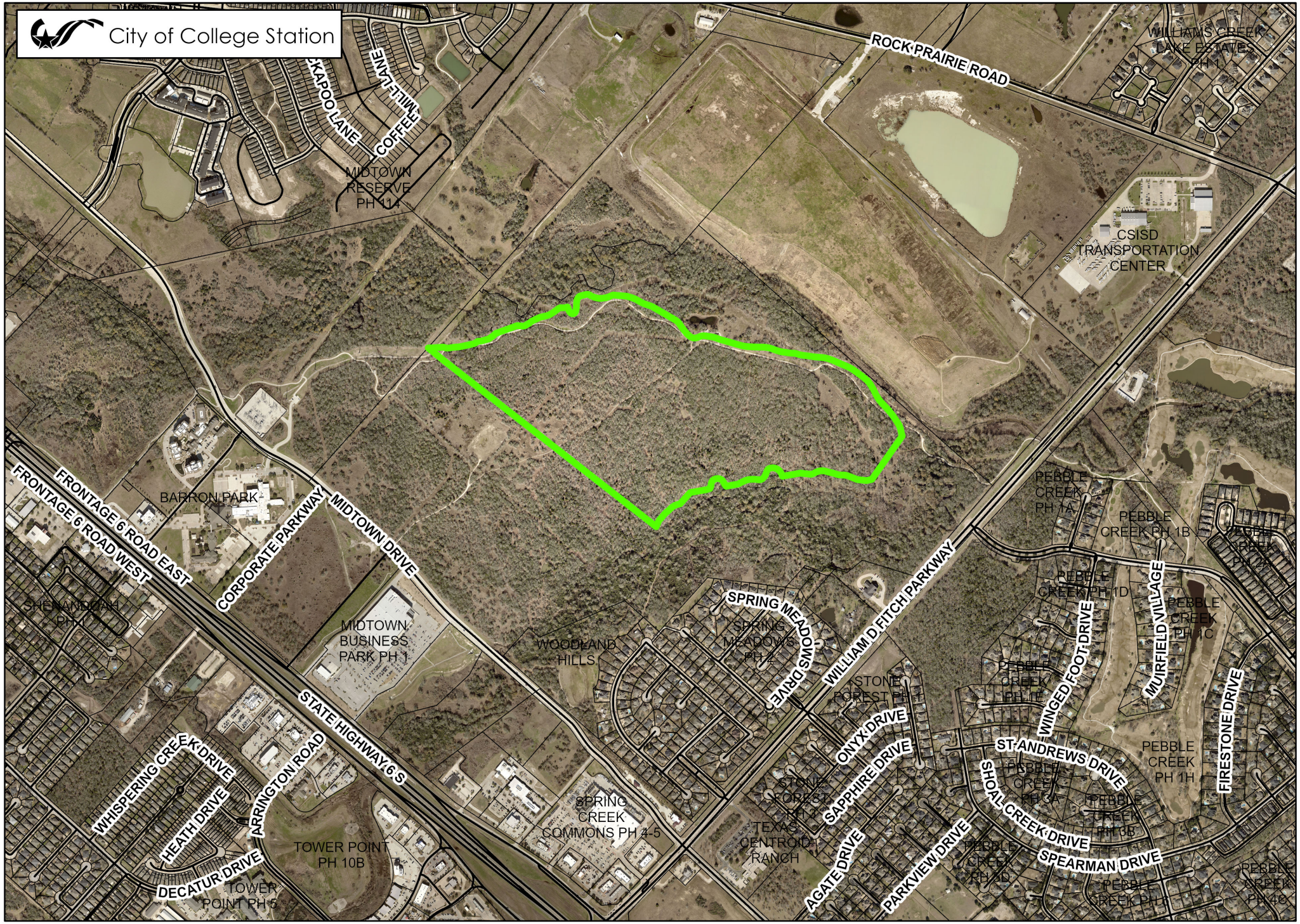
nor be considered, a zoning map, shall not constitute zoning regulations or establish zoning boundaries, and shall not be site or parcel specific but shall be used to illustrate generalized locations.

4. **General nature of College Station Comprehensive Plan.** The Comprehensive Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as thoroughfares, bikeways, pedestrian ways, greenways, waterlines, and sewer lines that are a part of the Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Comprehensive Plan without being considered an amendment thereto.

5. **Reference.** The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

EXHIBIT B

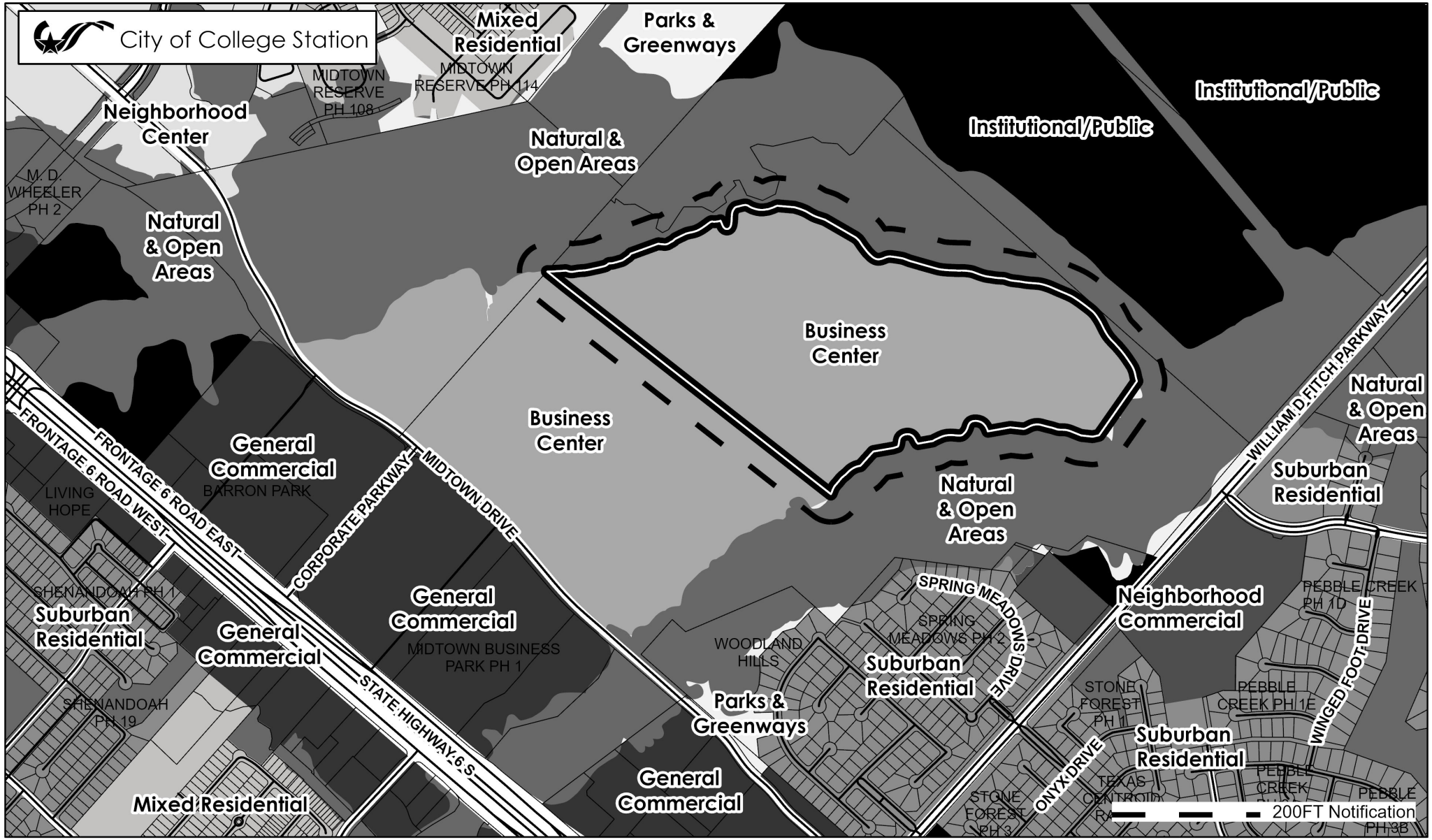
That the "Official City of College Station Comprehensive Plan" is hereby amended by amending a portion of the map titled "Future Land Use & Character" from General Commercial to Urban Residential for the following property:



THE STATION (CITY-INITIATED)

Case: CPA2026-000009

COMPREHENSIVE PLAN AMENDMENT



FUTURE LAND USE DISTRICTS (In Grayscale)

Residential	Non-Residential	Combined Centers	Other
Urban Residential	General Commercial	Urban Center	Institutional/Public
Mixed Residential	Neighborhood Commercial	Neighborhood Center	TAMU
Suburban Residential	Business Center		Parks & Greenways
Estate Residential	Medical		Natural & Open Areas
Rural			Redevelopment Areas
Neighborhood Conservation			

NORTH

0 500 1,000 Feet

THE STATION (CITY-INITIATED)

Case: CPA2026-000009

COMPREHENSIVE PLAN AMENDMENT

CAROLL FANCHER WAY

LOT 1
BARRON PARK SUBDIVISION
(939/209 ORBCT)

N/F
CHRIST CHURCH – COLLEGE STATION
(18534/64 OPRBCT)

CORPORATE PARKWAY
100' ROW, 3900/233 OPRBCT

N/F
CITY OF COLLEGE STATION
LOT 1, BLOCK 'A'
MIDTOWN BUSINESS PARK, PHASE 1
(17484/40 OPRBCT)

N/F
COSTCO WHOLESALE CORP.
(17502/239 OPRBCT)
LOT 2, BLOCK 'A'
MIDTOWN BUSINESS PARK, PHASE 1
(17484/40 OPRBCT)

N/F
CITY OF COLLEGE STATION
LOT 3, BLOCK 'A'
MIDTOWN BUSINESS
PARK, PHASE 1
(17484/40 OPRBCT)

N/F
CITY OF
COLLEGE STATION
LOT 4, BLOCK 'A'
MIDTOWN BUSINESS
PARK, PHASE 1

15' WATER & SEWER ESM'T.(4CT)
VOL. 3596, PG. 45 (CS)

N/F
ST. JOSEPH REGIONAL
HEALTH CENTER
SPRING CREEK
COMMONS, PHASE 3
LOT 12A, BLOCK 1
(9309/248 OPRBCT)

N/F
ST. JOSEPH REGIONAL
HEALTH CENTER
SPRING CREEK
COMMONS, PH 3
LOT 11A, BLOCK 1
(9309/248 OPRBCT)

PROPOSED 100' ROW, 4T, 4W, 4P (3900/233 OPRBCT)

EXISTING DRIVE

N/F
CITY OF COLLEGE STATION
CALLED 100.64 ACRE TRACT
(6927/226 OPRBCT)

100-YR FLOODPLAIN

N/F
CITY OF COLLEGE STATION
68.56 ACRES
(4443,4480/
017-024, 135)

N/F
BRAZOS VALLEY SOLID WASTE
MANAGEMENT AGENCY
CALLED 75.17 ACRE TRACT
(1235/59 ORBCT)

EXISTING 30' PUE
VOL. 14457, PG. 84

LICK CREEK

EXISTING
HIKE/BIKE
TRAIL

N/F
CITY OF
COLLEGE
STATION
CALLED 45.1
ACRE TRACT
(3900/230
OPRBCT)

N/F
CITY OF COLLEGE STATION
CALLED 39.52 ACRE TRACT
(3900/188 OPRBCT)

APPROXIMATE 100-YR FEMA FLOODPLAIN

EXISTING LAND USE:
BUSINESS CENTER
PROPOSED LAND USE:
GENERAL COMMERCIAL
106 ACRES

N/F
CITY OF COLLEGE STATION
CALLED 140.29 ACRE TRACT
(3900/188 OPRBCT)

DRAINAGE EASEMENT
VOL. 2439, PG.227
(DCOS)

500-YR FLOODPLAIN

100-YR FLOODPLAIN

N/F
CITY OF COLLEGE STATION
REM. CALLED 8.4 ACRE TRACT
(5056/43 OPRBCT)

PARKLAND
DEDICATION
(13.91 ACRES)
WOODLAND HILLS
PHASE ONE
(4027/70 OPRBCT)

20' SEWER
EASEMENT
VOL. 3048
PG. 259

N/F
CITY OF COLLEGE STATION
CALLED 140.29 ACRE TRACT
(3900/188 OPRBCT)

CITY PARK
0.522 ACRES
(8909/159
OPRBCT)

WOODLAND RIDGE DR

STONE CHASE CT

CANDLE STONE CT

STONE COVE CT

ROCKY MEADOWS DR

WOODLAND SPRING DR

WOODLAND RIDGE CT

WOODLAND HILLS BLVD

STONEY HILLS CT

SPRING MEADOWS SUBDIVISION
PHASE 2 (5838/177
OPRBCT)

SPRING MEADOWS DR

SPRING BRANCH DR

COLD SPRING DR

ROCK SPRINGS CT

SPRING MEADOWS PL

N/F
CITY OF COLLEGE STATION
REM. CALLED 15.00 ACRE TRACT
(3900/188 OPRBCT)

N/F
CITY OF COLLEGE STATION
REM. CALLED 10.00 ACRE TRACT
(3900/188 OPRBCT)

N/F
CITY OF COLLEGE STATION
REM. CALLED 15.00 ACRE TRACT
(3900/188 OPRBCT)

N/F
CITY OF COLLEGE STATION
CALLED 140.29 ACRE TRACT
(3900/188 OPRBCT)

SPRING MEADOWS SUBDIVISION
PHASE 1 (5106/284
OPRBCT)

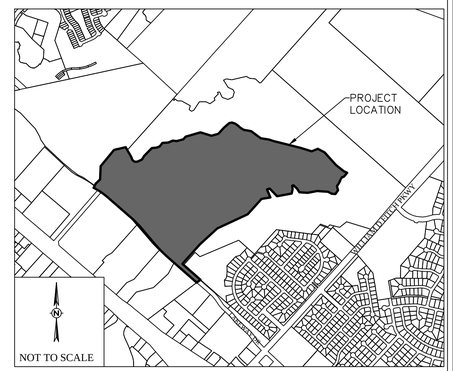
N/F
BRAZOS VALLEY SOLID WASTE MANAGEMENT AGENCY
CALLED 119.53 ACRE TRACT
(1231/288 ORBCT)

N/F
CITY OF COLLEGE STATION
CALLED 140.29 ACRE TRACT
(3900/188 OPRBCT)

N/F
CITY OF COLLEGE STATION
CALLED 140.29 ACRE TRACT
(3900/188 OPRBCT)

250 125 0 250
SCALE IN FEET

VICINITY MAP



NOTES:

1. THE BEARINGS OF THIS SURVEY ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011) EPOCH 2010, AND BOUNDARY REFERENCED TO 1/2", 3/8", AND 5/8" IRON RODS AND MONUMENTS FOUND AS NOTED IN THE PREVIOUS RECORDED DEEDS.

LEGEND

- LAND USE CHANGE BOUNDARY
- EXISTING PUBLIC DRAINAGE EASEMENT
- EXISTING PRIVATE ACCESS EASEMENT (Pr.A.E.)
- EXISTING PUBLIC UTILITY EASEMENT (P.U.E)
- EXISTING PUBLIC ACCESS EASEMENT (P.A.E.)
- EXISTING FEMA FLOOD HAZARD AREA
- PROPOSED LAND USE – GENERAL COMMERCIAL
- EXISTING LAND USE – PARKS & GREENWAYS
- EXISTING ZONING – (M-1) LIGHT INDUSTRIAL
- EXISTING ZONING – (GS) GENERAL SUBURBAN
- EXISTING ZONING – (GC) GENERAL COMMERCIAL
- EXISTING ZONING – (R) RURAL
- EXISTING ZONING – (PDD) PLANNED DEVELOPMENT DISTRICT

COMPREHENSIVE PLAN AMENDMENT

THE STATION

EXISTING LAND USE - BUSINESS CENTER
PROPOSED LAND USE - GENERAL COMMERCIAL
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1" = 250'
JULY 2026

OWNER/DEVELOPER:
City of College Station
1101 Texas Avenue, College Station, TX 77840
(979) 764-3500

SURVEYOR:
Kerr Surveying, LLC
Nathan Paul Kerr, RPLS No. 6834
1718 Briarcrest Drive, Bryan, TX 77802
(979) 268-3195

ENGINEER:
Kimley-Horn Engineering, LLC
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
(979) 764-3900

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 6, 2026
Advertised Council Hearing Date: August 27, 2026

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Pebble Creek
Spring Meadows
Woodland Hills

Property owner notices mailed: 5

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: 2

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Natural and Open Areas	M-1 Light Industrial, R Rural	Vacant, Woodland Hills Park
South	Natural and Open Areas, Parks and Greenways	M-1 Light Industrial, GS General Suburban	Vacant, Woodland Hills Park
East	Natural and Open Areas, Parks and Greenways	M-1 Light Industrial, R Rural	Vacant
West	Business Center	M-1 Light Industrial	Vacant

DEVELOPMENT HISTORY

Annexed: June 1995
Zoning: A-O Agricultural-Open (upon annexation 1995)
Portion from A-O Agricultural-Open to R-1 Single-Family Residential (1996)
A-O Agricultural-Open renamed to R Rural (2013)
R Rural and R-1 Single-Family Residential to M-1 Planned Industrial (2000)
M-1 Planned Industrial renamed to M-1 Light Industrial (2003)
Final Plat: Unplatted
Site Development: Vacant

COMP PLAN APPLICATION SUPPORTING INFORMATION

Name of Project: THE STATION (CITY-INITIATED) (CPA2026-000009)

Address:

Legal Description: A000901, THOMAS CARRUTHERS (ICL), TRACT 3.10, 313.734 ACRES, & A005401 R STEVENSON

Total Acreage: 106

Applicant: SCHULTZ ENGINEERING

Property Owner: COLLEGE STATION CITY OF

What element of the Comprehensive Plan and at what location is requested to be amended?

We are requesting an amendment to the Land Use & Character designation shown on the Future Land Use & Character Map for an approximately 106-acre tract located north of State Highway 6 near the intersection of Corporate Parkway and Midtown Drive (4321 SH-6 S)

What is the amendment requested?

Amend the Land Use & Character designation on the subject tract from Business Center to General Commercial.

What is the reason for the amendment?

A sports complex and associated hospitality development are proposed within the subject tract. These uses (large-scale recreation/entertainment, hotels, restaurants, and visitor-serving retail) align with the General Commercial designation, which contemplates a broader mix of retail, lodging, and entertainment than the Business Center designation, which is oriented toward office, light industrial, and corporate campus uses. Amending the designation lets the planned uses proceed under a land use category that accurately reflects them.

Explain the changed or changing conditions in the subject area of the City.

Several conditions in and around the subject tract have shifted since the current Business Center designation was assigned:
1. The State Highway 6 corridor is being upgraded by TxDOT and the City to a controlled-access urban freeway, which has increased the corridor's value for highway-frontage commercial, lodging, and entertainment uses rather than back-office or light industrial uses.
2. The adjacent SH-6 frontage has built out almost entirely as General Commercial, leaving the subject tract as an isolated pocket of Business Center rather than part of a contiguous office/industrial node.
3. A regional baseball/sports complex and hospitality development is moving forward on the tract through a coordinated effort between the City of College Station and the development team. This effort establishes the tract as an active commercial node rather than an isolated office/industrial pocke.
4. Parkland has been established on the remaining boundaries of the tract, creating a built-in buffer between the property and the nearest residential neighborhoods.

How will this change be compatible with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the city as a whole?

The proposed General Commercial designation is consistent with the existing land use pattern of the immediate area, the general area, and the city as a whole:
• The SH-6 frontage adjacent to the subject tract is already designated and developed as General Commercial, so redesignating this tract to General Commercial creates a continuous, commercial corridor rather than an isolated Business Center pocket.
• City parkland borders the remaining sides of the tract, providing a permanent buffer between the proposed commercial uses and the nearest residential neighborhoods and limiting any spillover impacts (noise, lighting, traffic) on those neighborhoods.
• At the citywide scale, General Commercial along major highway corridors is an established and intentional pattern within the Comprehensive Plan, and this amendment reinforces that pattern at a key SH-6 location.

Explain the impact on environmentally sensitive and natural areas and infrastructure, including water, wastewater, drainage and transportation network.

The subject tract contains no jurisdictional waters, or other environmentally sensitive or natural areas that would be adversely affected by the designation change. Site development will comply with the City's stormwater, and erosion control at the platting and site plan stage.

List any impacts on infrastructure, including water, wastewater, drainage, and transportation network.

Water. The applicant will design and construct an 18-inch waterline extension across a portion of the subject tract. This line is sized to serve the proposed uses on the tract and to extend regional water grid capacity through the site, providing system benefits beyond the project boundary.
Wastewater. The tract is well-positioned for wastewater service. Two existing City trunk sewer lines flank the property to the east and west, providing high-capacity service corridors on both sides. The City of College Station is also constructing sewer infrastructure to serve a portion of the project, and the applicant is coordinating closely with City staff on design, phasing, and acceptance of those improvements.
Drainage. On-site stormwater detention will be provided in accordance with the City of College Station Drainage Criteria and the BCS Unified Drainage Design Guidelines, with no increase in discharge rates to receiving channels.
Transportation. Primary access will be taken from Corporate Parkway and Midtown Drive, both classified roadways with capacity contemplated for commercial frontage development. A Traffic Impact Analysis will identify any mitigation.
Overall, the combination of City-led sewer improvements, the existing trunk sewer lines on either side of the property, and the 18-inch waterline reflects a coordinated effort that makes efficient use of existing public infrastructure.

Explain how this change will be consistant with the goals and strategies set forth in the Comprehensive Plan.

The requested amendment supports the adopted goals of the College Station Comprehensive Plan:
• Distinctive Places. Consolidating the SH-6 frontage under a single General Commercial designation reinforces a coherent commercial corridor identity rather than leaving an isolated Business Center pocket within an otherwise General Commercial frontage.
• Prosperous Economy. The proposed sports complex and hospitality uses, together with additional general commercial frontage along SH-6, expand the City's visitor-serving economy, broaden the sales tax base, and create permanent jobs in retail, lodging, and entertainment sectors.
• Managed Growth. The amendment directs growth to a tract already flanked by City trunk sewer lines and adjacent to a fully built-out commercial corridor, making efficient use of infrastructure capacity that has already been built.
• Engaging Spaces. The site is bordered by City parkland, and the proposed uses (sports, hospitality, and supporting commercial) complement that parkland by drawing visitors to an adjacent active-recreation and entertainment node.
• Integrated Mobility. Primary access from Corporate Parkway and Midtown Drive, combined with the planned SH-6 freeway upgrade, keeps higher-intensity trips on the corridor designed to carry them rather than on neighborhood streets.
• Collaborative Partnerships. The project is being delivered through a coordinated effort between the City of College Station and the applicant, with public and private infrastructure improvements designed in parallel to support the sports and hospitality components. The General Commercial designation provides the land use framework that supports this collaboration.

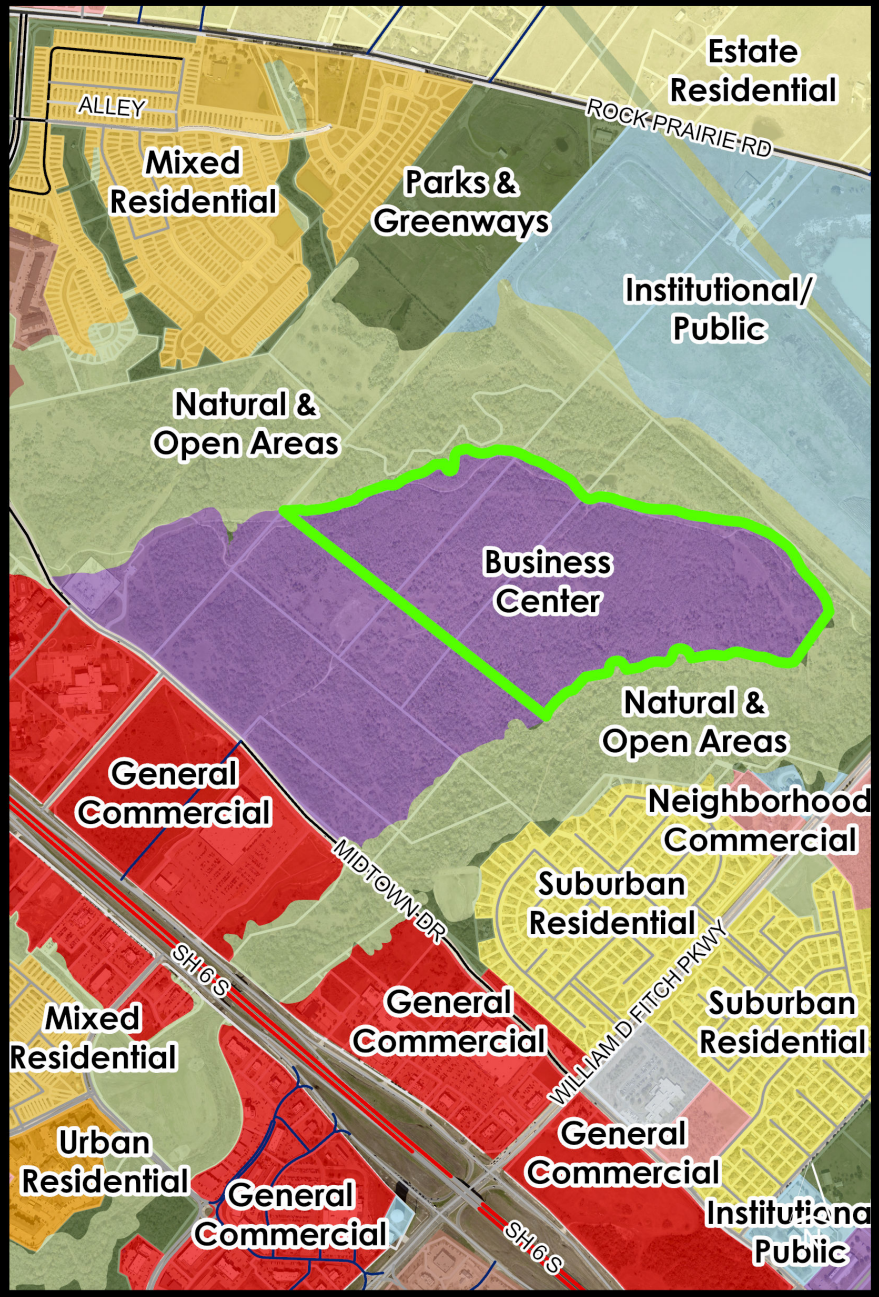
List any other reasons to support this zone change.

N/A

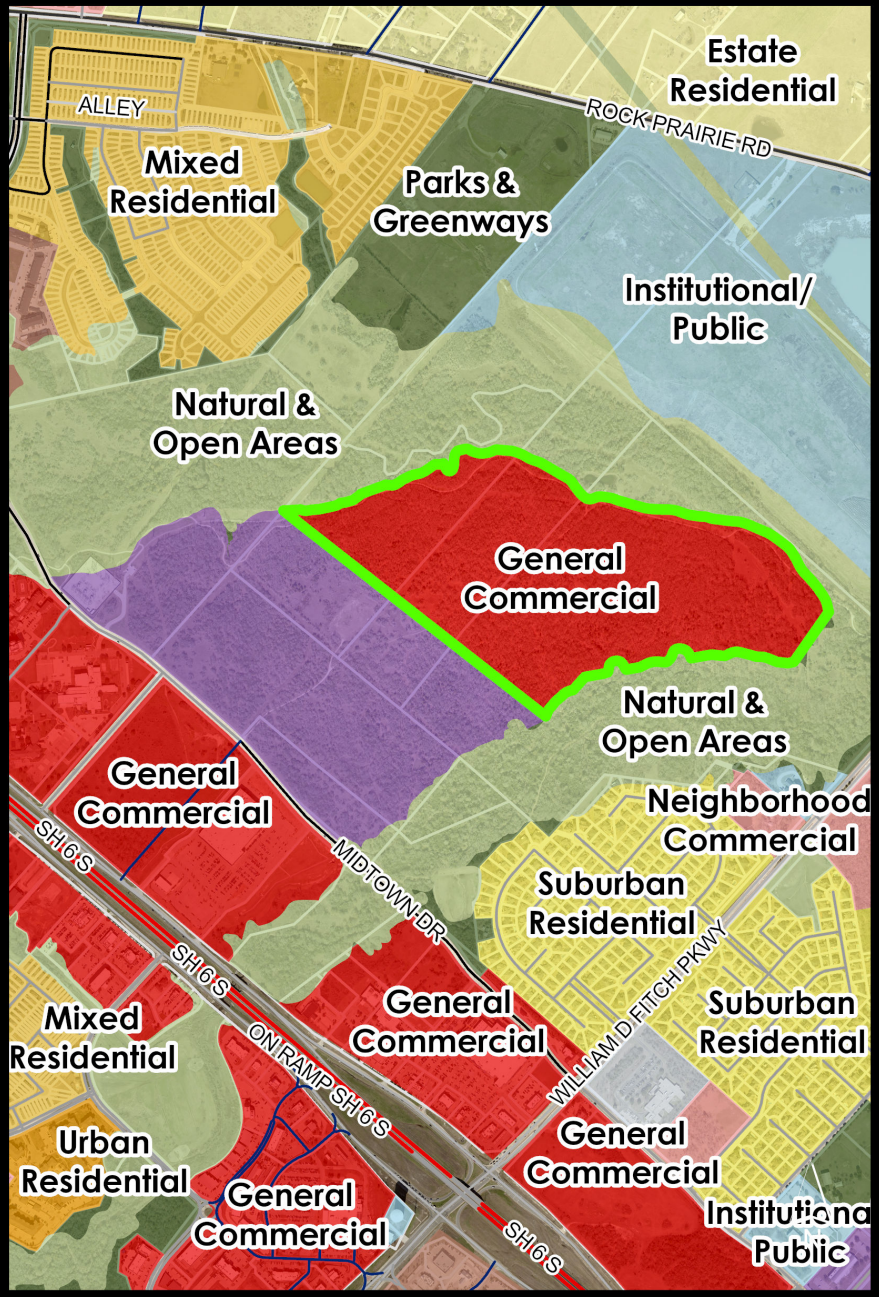
List any other additional properties.

N/A

EXISTING
Future Land Use



PROPOSED
Future Land Use



August 27, 2026
Item No. 8.7.
The Station (City-Initiated)

Sponsor: Jeff Howell, Senior Planner

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A , Unified Development Ordinance, Article 4, “Zoning Districts,” Section 4.2 “Official Zoning Map,” of the Code of Ordinances of the City of College Station, Texas by changing the zoning district boundaries from M-1 Light Industrial to GC General Commercial for approximately 92.88 acres generally located east of the intersection of Midtown Drive and Corporate Parkway.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): This item was heard at the August 6th Planning and Zoning Commission meeting where the Commission voted 7-0 to recommend approval.

Summary: As part of a development agreement with the Economic Development Department, the request is a City-initiated rezoning of approximately 92.88 acres of land generally located east of the intersection of Midtown Drive and Corporate Parkway from M-1 Light Industrial to GC General Commercial. The tract proposed to be rezoned consists an un-platted property that is owned by the City of College Station. The majority of the property was originally zoned R Rural upon annexation to the City in 1995 and zoned to M-1 Light Industrial in 2003. This zoning request is in effort to allow for additional commercial uses in the area which would not be allowed in the current Light Industrial zoning. A sports complex and associated hospitality development are proposed within the subject tract.

REZONING REVIEW CRITERIA

1. Whether the proposal is consistent with the Comprehensive Plan:
The subject tract is designated as Business Center on the Comprehensive Plan Future Land Use & Character Map. Portions outside of the area to be rezoned are designated as Natural and Open Areas. For the Business Center land use, the Comprehensive Plan provides the following:

Areas that include office, research, or industrial uses that may be planned and developed as a unified project. Generally, these areas need convenient access to arterial roadways.

The intent of the Business Center land use is to accommodate a variety of large footprint buildings, commercial and service uses in business centers, and provide large-scale employment sites

The zoning districts that are generally appropriate within the Business Center land use include: Business park, industrial, and commercial industrial zoning.

This is in conjunction with a City-initiated amendment request for a land use change from a Business Center portion of the property to General Commercial. The proposed General Commercial land use designation is appropriate for concentrated areas of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large and located along regionally significant roads. Due to their context, these areas tend to prioritize automobile

mobility.

The proposed rezoning request to GC General Commercial is consistent with the amendment to the Comprehensive Plan.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:
The area directly abutting the subject property to the north and south is currently designated as parkland, which includes Woodland Hills Park. Further south, there is an existing residential development consisting of single-family structures as well. The subject property is near other existing commercial uses which are located across Midtown Drive to the west. The proposed zoning district is appropriate in the context of the area as it would allow for infill with additional commercial options and commercial uses connecting to a major thoroughfare.

3. Whether the property to be rezoned is physically suitable for the proposed zoning district:
The size and location of the subject property is suitable for commercial development. The site has adequate space to meet the minimal dimensional standards as set forth in the Unified Development Ordinance.

4. Whether there is available water, wastewater, stormwater, and transportation facilities generally suitable and adequate for uses permitted by the proposed zoning district:
The existing water and wastewater infrastructure is not adequate to support the needs of this development. The applicant will design and construct an 18-inch waterline extension across a portion of the subject tract. This line is sized to serve the proposed uses on the tract and to extend regional water grid capacity through the site, providing system benefits beyond the project boundary. The City of College Station is also constructing sewer infrastructure to serve a portion of the project, and the applicant is coordinating closely with City staff on design, phasing, and acceptance of those improvements. Drainage and all other infrastructure required with site development shall be designed and constructed in accordance with the B/CS Unified Design Guidelines. The subject property is located near the intersection of Midtown Drive and Corporate Parkway. Midtown Drive and Corporate Parkway are identified as Major Collectors on the Thoroughfare Plan. The proposed General Commercial designation may increase the potential traffic generated in comparison to the existing Light Industrial designation, and a Traffic Impact Analysis with the rezoning was required. Mitigation included adding roundabouts and a turn-lane on Midtown Drive.

5. The marketability of the property:
The applicant states the surrounding corridor has developed as commercial rather than office or industrial. The rezoning supports a coordinated effort between the City and the development team to bring a regional sports complex and hospitality development to the corridor.

Budget & Financial Summary: N/A

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

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 4 "ZONING DISTRICTS," SECTION 4.2, "OFFICIAL ZONING MAP" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY CHANGING THE ZONING DISTRICT BOUNDARIES FROM M-1 LIGHT INDUSTRIAL TO GC GENERAL COMMERCIAL AFFECTING APPROXIMATELY 92.88 ACRES GENERALLY LOCATED EAST OF THE INTERSECTION OF MIDTOWN DRIVE AND CORPORATE PARKWAY CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A" and Exhibit "B"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

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

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2, "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, is hereby amended as follows:

The following property is rezoned from M-1 Light Industrial to GC General Commercial:

KERR SURVEYING

FIELD NOTES DESCRIPTION
OF A
92.88 ACRE TRACT
THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9
COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF 92.88 ACRES IN THE THOMAS CARUTHERS LEAGUE SURVEY, ABSTRACT 9, IN COLLEGE STATION, BRAZOS COUNTY, TEXAS, BEING A PORTION OF A CALLED 140.29 ACRE TRACT OF LAND, A PORTION OF A CALLED 39.52 ACRE TRACT OF LAND AND A PORTION OF A CALLED 15.00 ACRE TRACT OF LAND, ALL THREE DESCRIBED AS TRACTS ONE, TWO AND FIVE IN A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 3900, PAGE 188 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT) AND A PORTION OF A CALLED 45.1 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF COLLEGE STATION RECORDED IN VOLUME 3900, PAGE 230 (OPRBCT); SAID 92.88 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 5/8 inch iron rod found bent in the northwest right-of-way line of William D. Fitch Parkway (a variable width right-of-way partially dedicated in Volume 495, Page 453 of the Deed Records of Brazos County, Texas and Volume 1224, Page 559 of the Official Records of Brazos County, Texas), marking the most easterly corner of said City of College Station 140.29 acre tract, from which another 5/8 inch iron rod found bent marking the common east corner of said City of College Station 140.29 acre tract and said City of College Station 15.00 acre tract, same being the east corner of Spring Meadows Subdivision Phase One, filed in Volume 5106, Page 284 (OPRBCT), bears S 41° 51' 59" W, a distance of 1,066.83 feet;

THENCE, through said City of College Station 140.29 acre tract, N 57° 43' 40" W, for a distance of 1,014.93 feet to a point for the most easterly corner and **POINT OF BEGINNING** hereof, from which the City of College Station monument CS94-138 bears S 35° 45' 25" W, a distance of 5,021.79 feet;

THENCE, continuing through said City of College Station tracts, the following fifty-four (54) courses and distances:

1) **N 65° 11' 07" W**, a distance of **82.45 feet** to a point;
2) **N 51° 33' 48" W**, a distance of **215.57 feet** to a point;
3) **N 42° 07' 51" W**, a distance of **372.69 feet** to a point;
4) **N 62° 29' 42" W**, a distance of **167.40 feet** to a point;
5) **S 68° 34' 19" W**, a distance of **142.12 feet** to a point;

1|Page

26-0696.docx

6) N 73° 24' 23" W, a distance of **160.58 feet** to a point;

7) N 72° 03' 50" W, a distance of **103.26 feet** to a point;

8) N 76° 11' 00" W, a distance of **512.55 feet** to a point;

9) N 75° 00' 52" W, a distance of **69.40 feet** to a point;

10) N 73° 10' 13" W, a distance of **125.77 feet** to a point;

11) N 80° 40' 31" W, a distance of **178.56 feet** to a point;

12) N 54° 03' 11" W, a distance of **263.72 feet** to a point;

13) N 79° 31' 46" W, a distance of **159.79 feet** to a point;

14) N 57° 56' 38" W, a distance of **85.14 feet** to a point;

15) N 48° 40' 18" W, a distance of **64.06 feet** to a point;

16) N 54° 03' 12" W, a distance of **83.87 feet** to a point;

17) N 71° 44' 07" W, a distance of **77.54 feet** to a point;

18) S 78° 28' 40" W, a distance of **58.93 feet** to a point;

19) S 48° 29' 33" W, a distance of **153.88 feet** to a point;

20) S 42° 02' 49" W, a distance of **180.82 feet** to a point;

21) S 75° 04' 54" W, a distance of **157.24 feet** to a point;

22) N 72° 43' 04" W, a distance of **250.96 feet** to a point;

23) S 73° 22' 32" W, a distance of **338.25 feet** to a point;

24) S 43° 02' 35" W, a distance of **76.89 feet** to a point;

25) S 74° 28' 38" W, a distance of **153.07 feet** to a point;

26) N 80° 21' 10" W, a distance of **80.72 feet** to a point;

27) S 66° 56' 26" W, a distance of **109.99 feet** to a point;

28) **S 86° 14' 44" W**, a distance of **129.03 feet** to a point;

29) **S 36° 46' 46" W**, a distance of **65.63 feet** to a point for the west corner hereof, from which a 1/2 inch iron rod found marking the northwest corner of said City of College Station 45.1 acre tract bears N 28° 29' 42" E, a distance of 704.91 feet;

30) **S 51° 56' 50" E**, a distance of **2,431.28 feet** to a point for the south corner hereof, from which a 1/2 inch iron rod with yellow plastic cap stamped 'RPLS 2972' found in the southwest line of said City of College Station 140.29 acre tract marking the east corner of a called 78.36 acre tract of land described in a deed to the City of College Station recorded in Volume 3900, Page 233 (OPRBCT) and the northeast corner of called 13.91 acre Parkland Dedication as shown on the plat of Woodland Hills Phase One filed in Volume 4027, Page 70 (OPRBCT) bears S 23° 29' 47" W, a distance of 717.84 feet;

31) **N 41° 56' 51" E**, a distance of **365.36 feet** to a point;

32) **N 42° 02' 49" E**, a distance of **72.89 feet** to a point;

33) **N 79° 55' 55" E**, a distance of **195.40 feet** to a point;

34) **N 22° 15' 06" W**, a distance of **189.58 feet** to a point;

35) **N 72° 38' 15" E**, a distance of **59.56 feet** to a point;

36) **S 44° 06' 08" E**, a distance of **232.74 feet** to a point;

37) **N 79° 44' 39" E**, a distance of **326.92 feet** to a point;

38) **N 10° 36' 12" E**, a distance of **96.78 feet** to a point;

39) **N 05° 53' 25" W**, a distance of **78.60 feet** to a point;

40) **N 77° 55' 23" E**, a distance of **28.75 feet** to a point;

41) **S 45° 38' 43" E**, a distance of **112.56 feet** to a point;

42) **S 33° 09' 26" E**, a distance of **86.62 feet** to a point;

43) **S 86° 24' 11" E**, a distance of **180.26 feet** to a point;

44) **N 80° 12' 32" E**, a distance of **212.30 feet** to a point;

45) **S 86° 32' 12" E**, a distance of **238.91 feet** to a point;

46) **S 61° 17' 55" E**, a distance of **85.38 feet** to a point;

47) **S 83° 34' 05" E**, a distance of **86.19 feet** to a point;

48) **N 34° 50' 15" E**, a distance of **102.66 feet** to a point;

49) **N 15° 42' 24" W**, a distance of **91.06 feet** to a point;

50) **N 32° 03' 55" E**, a distance of **102.08 feet** to a point;

51) **N 22° 55' 09" E**, a distance of **63.22 feet** to a point;

52) **N 30° 09' 35" E**, a distance of **60.56 feet** to a point;

53) **N 75° 17' 32" E**, a distance of **44.95 feet** to a point;

54) **N 39° 05' 38" E**, a distance of **110.60 feet** to the **POINT OF BEGINNING** hereof and containing **92.88 acres**, more or less.

Surveyed on the ground April 2026 under my supervision. The bearing basis for this survey is based on the Texas Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010045254559 (calculated using GEOID12B).

STATE OF TEXAS
REGISTERED
NATHAN PAUL KERR
6834
PROFESSIONAL
LAND SURVEYOR

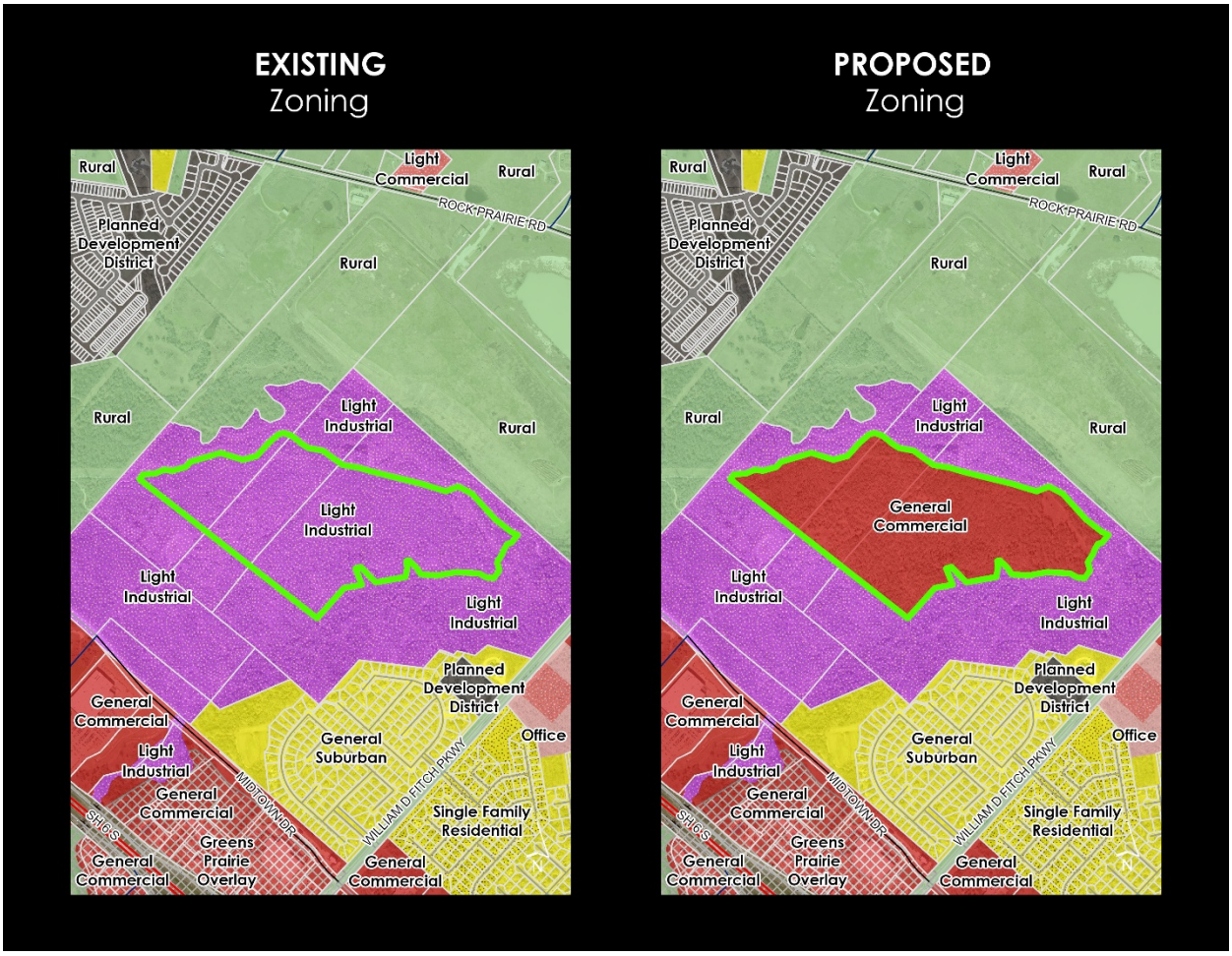
5/22/26

Nathan Paul Kerr
Registered Professional Land Surveyor No. 6834

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Exhibit B


EXISTING
Zoning
PROPOSED
Zoning
Rural
Light Commercial
Rural
ROCK PRAIRIE RD
Planned Development District
Rural
Rural
Light Industrial
Rural
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Office
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WILLIAM D FITCH PKWY
SH 6 S
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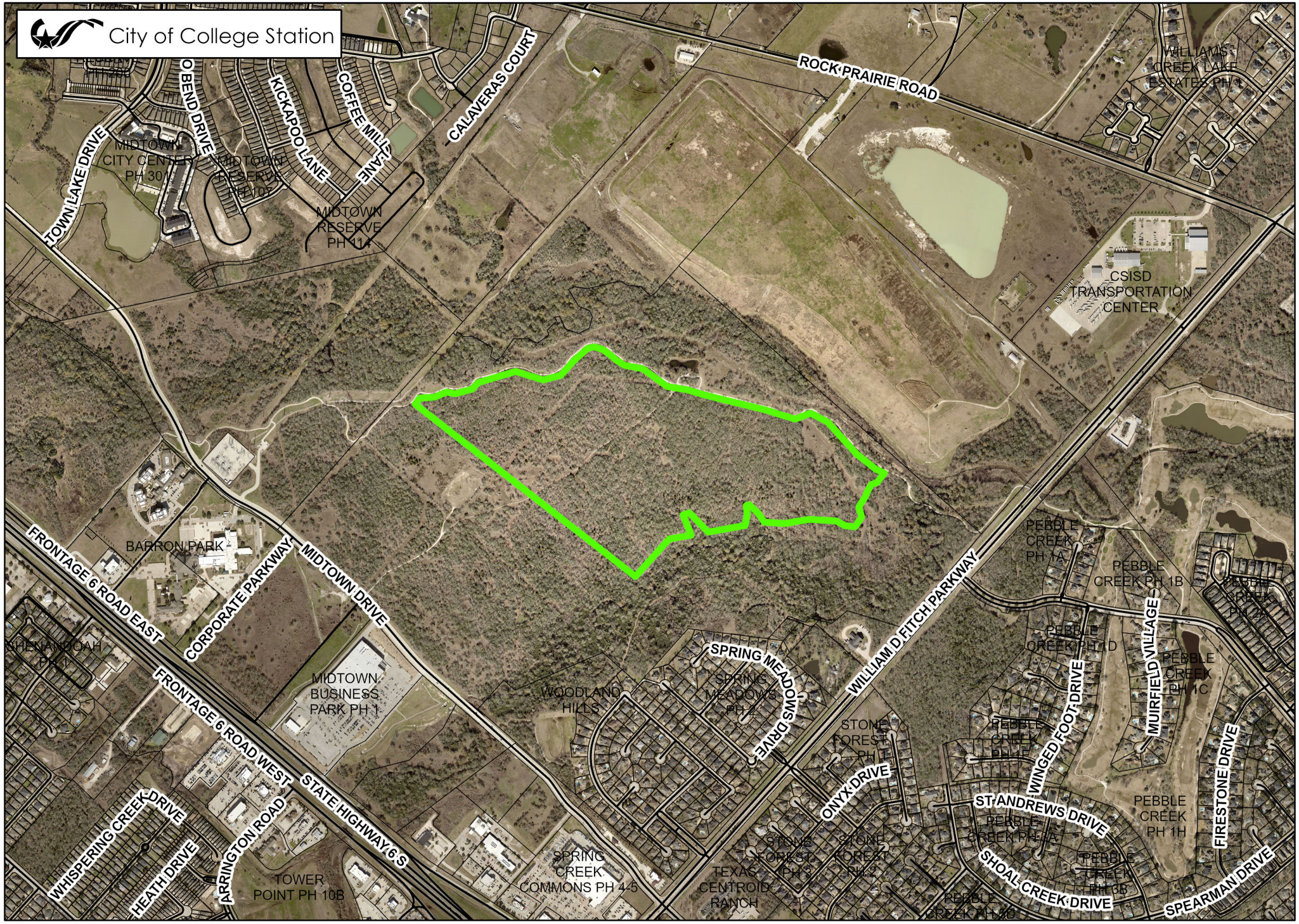
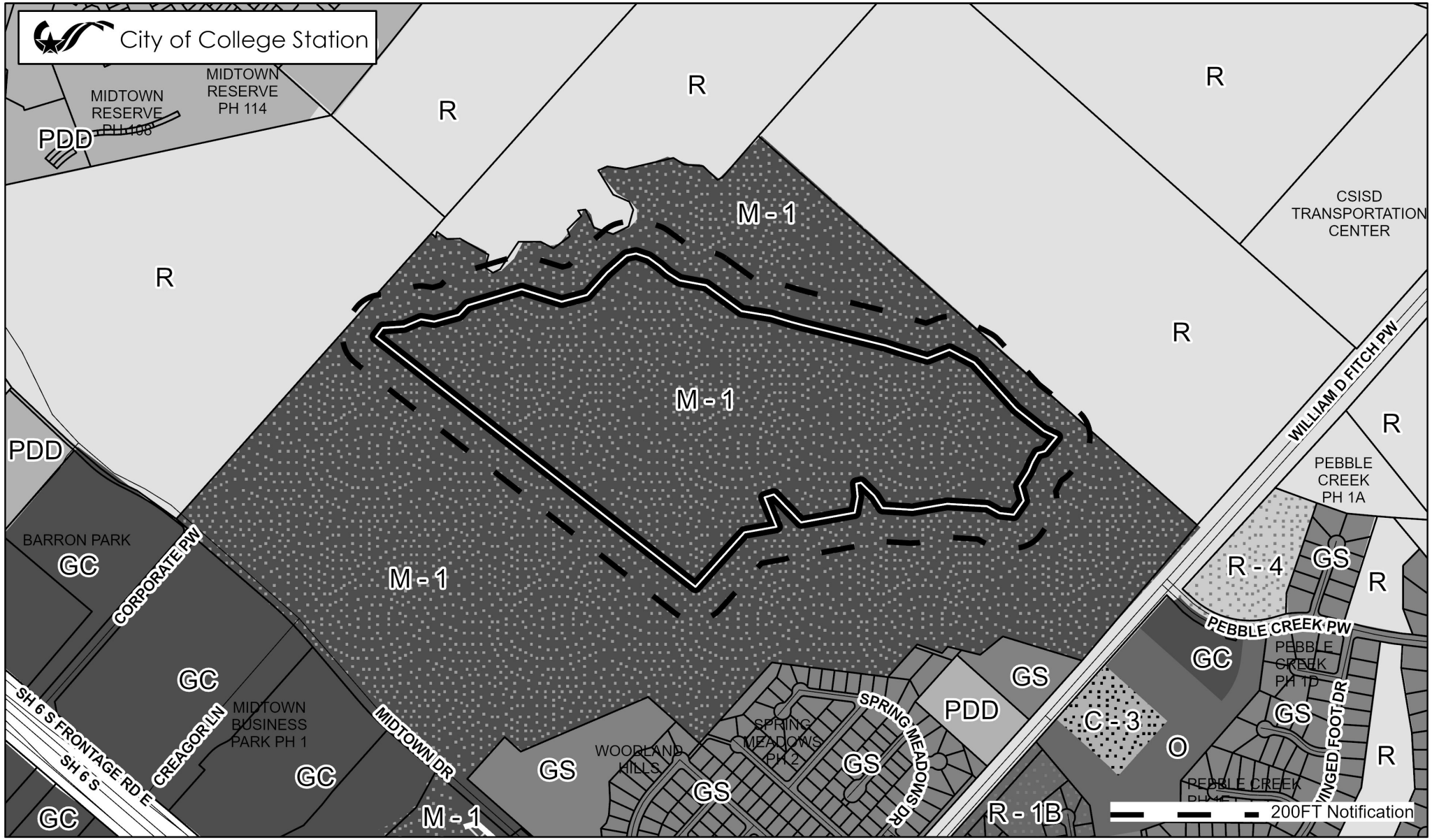


THE STATION (CITY INITIATED)

Case: REZ2026-000010

REZONING



ZONING DISTRICTS (In Grayscale)

Residential
- R Rural
- WE Wellborn Estate
- E Estate
- WRS Wellborn Restricted Suburban
- RS Restricted Suburban
- GS General Suburban
- D Duplex
- T Townhome
- MH Middle Housing
- MF Multi-Family
- MU Mixed-Use
- MHP Manufactured Home Pk.

Non-Residential
- NAP Natural Area Protected
- O Office
- SC Suburban Commercial
- WC Wellborn Commercial
- GC General Commercial
- CI Commercial Industrial
- BP Business Park
- BPI Business Park Industrial
- C–U College and University

Planned Districts
- P-MUD Planned Mixed-Use Dist.
- PDD Planned Develop. Dist.

Design Districts
- WPC Wolf Pen Creek Dev. Cor.
- NG–1 Core Northgate
- NG–2 Transitional Northgate
- NG–3 Residential Northgate

Overlay Districts
- OV Corridor Ovr.
- RDD Redevelopment District
- NPO Nbrhd. Prevailing Ovr.
- NCO Nbrhd. Conservation Ovr.
- HP Historic Preservation Ovr.

Retired Districts
- R-1B Single Family Residential
- R-4 Multi-Family
- R-6 High Density Multi-Family
- C-3 Light Commercial
- RD Research and Dev.
- M-1 Light Industrial
- M-2 Heavy Industrial

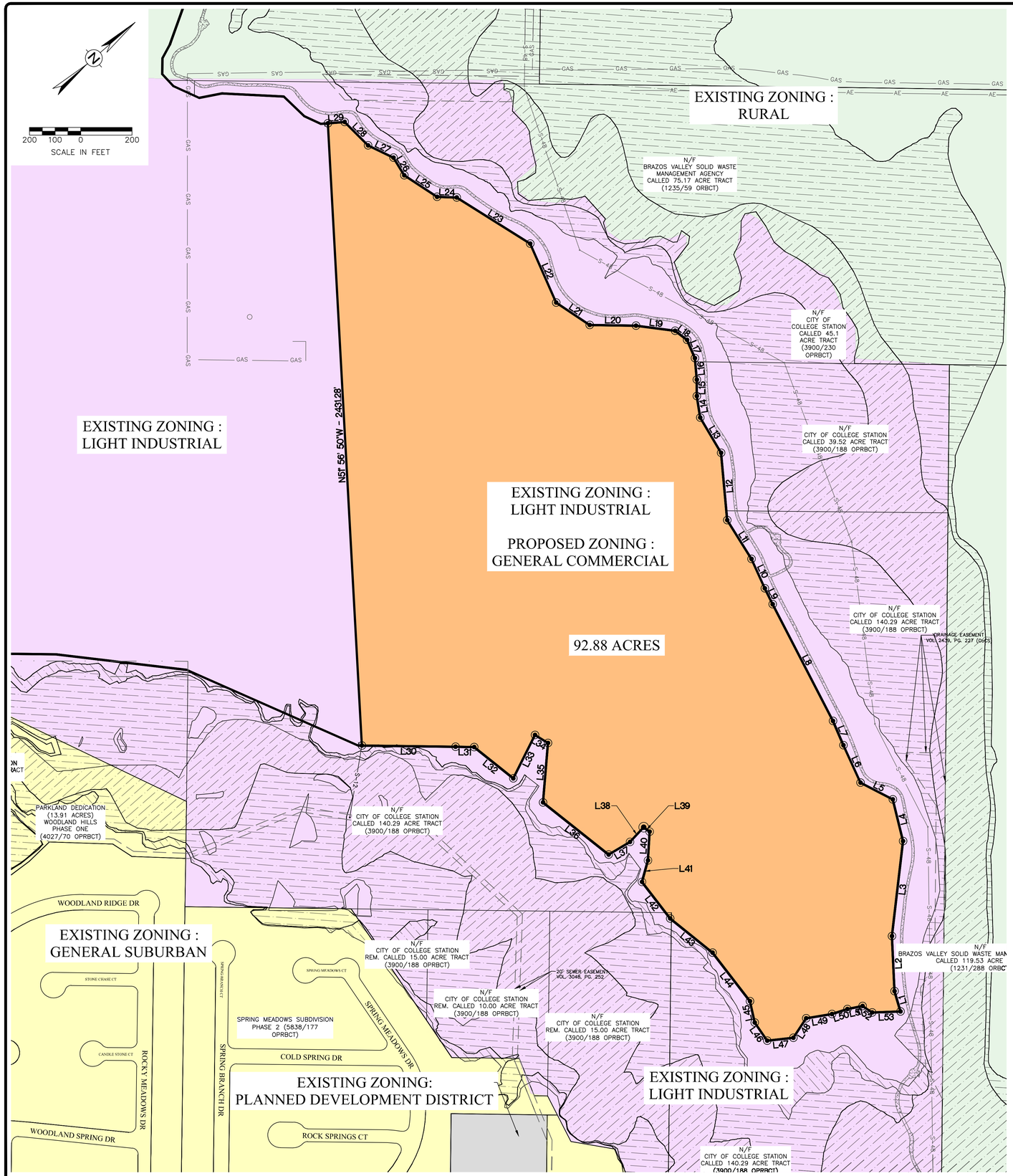
NORTH

0 500 1,000 Feet

THE STATION (CITY INITIATED)

Case: REZ2026-000010

REZONING



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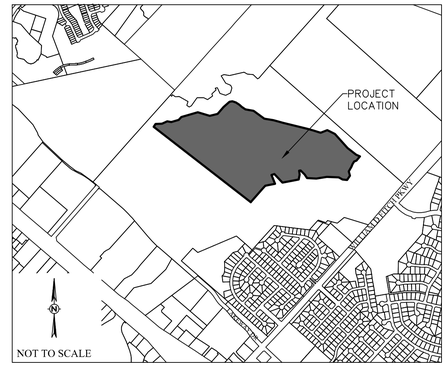
28) S 86° 14' 44" W, a distance of 129.03 feet to a point;
29) S 36° 46' 46" W, a distance of 65.63 feet to a point for the west corner hereof, from which a 1/2 inch iron rod found marking the northwest corner of said City of College Station 45.1 acre tract bears N 28° 29' 42" E, a distance of 704.91 feet;
30) S 51° 56' 50" E, a distance of 2,431.28 feet to a point for the south corner hereof, from which a 1/2 inch iron rod with yellow plastic cap stamped "RPLS 2972" found in the southwest line of said City of College Station 140.29 acre tract marking the east corner of a called 78.36 acre tract of land described in a deed to the City of College Station recorded in Volume 3900, Page 233 (OPRBCT) and the northeast corner of called 13.91 acre Parkland Dedication as shown on the plat of Woodland Hills Phase One filed in Volume 4027, Page 70 (OPRBCT) bears S 23° 29' 47" W, a distance of 717.84 feet;
31) N 41° 56' 51" E, a distance of 365.36 feet to a point;
32) N 42° 02' 49" E, a distance of 72.89 feet to a point;
33) N 79° 55' 55" E, a distance of 195.40 feet to a point;
34) N 22° 15' 06" W, a distance of 189.58 feet to a point;
35) N 72° 38' 15" E, a distance of 59.56 feet to a point;
36) S 44° 06' 08" E, a distance of 232.74 feet to a point;
37) N 79° 44' 39" E, a distance of 326.92 feet to a point;
38) N 10° 36' 12" E, a distance of 96.78 feet to a point;
39) N 05° 53' 25" W, a distance of 78.60 feet to a point;
40) N 77° 55' 23" E, a distance of 28.75 feet to a point;
41) S 45° 38' 43" E, a distance of 112.56 feet to a point;
42) S 33° 09' 26" E, a distance of 86.62 feet to a point;
43) S 86° 24' 11" E, a distance of 180.26 feet to a point;
44) N 80° 12' 32" E, a distance of 212.30 feet to a point;
45) S 86° 32' 12" E, a distance of 238.91 feet to a point;
46) S 61° 17' 55" E, a distance of 85.38 feet to a point;
47) S 83° 34' 05" E, a distance of 86.19 feet to a point;
48) N 34° 50' 15" E, a distance of 102.66 feet to a point;
49) N 15° 42' 24" W, a distance of 91.06 feet to a point;
50) N 32° 03' 55" E, a distance of 102.08 feet to a point;
51) N 22° 55' 09" E, a distance of 63.22 feet to a point;
52) N 30° 09' 35" E, a distance of 60.56 feet to a point;
53) N 75° 17' 32" E, a distance of 44.95 feet to a point;
54) N 39° 05' 38" E, a distance of 110.60 feet to the POINT OF BEGINNING hereof and containing 92.88 acres, more or less.

LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	82.45'	S65° 11' 07"E
L2	215.57'	S51° 33' 48"E
L3	372.69'	S42° 07' 51"E
L4	167.40'	S62° 29' 42"E
L5	142.12'	N68° 34' 19"E
L6	160.58'	S73° 24' 23"E
L7	103.26'	S72° 03' 50"E
L8	512.55'	S76° 11' 00"E
L9	69.40'	S75° 00' 52"E
L10	125.77'	S73° 10' 13"E
L11	178.56'	S80° 40' 31"E
L12	263.72'	S54° 03' 11"E
L13	159.79'	S79° 31' 46"E
L14	85.14'	S57° 56' 38"E
L15	64.06'	S48° 40' 18"E
L16	83.87'	S54° 03' 12"E
L17	77.54'	S71° 44' 07"E
L18	58.93'	N78° 28' 40"E

LINE TABLE		
LINE #	LENGTH	DIRECTION
L19	153.88'	N48° 29' 33"E
L20	180.82'	N42° 02' 49"E
L21	157.24'	N75° 04' 54"E
L22	250.96'	S72° 43' 04"E
L23	338.25'	N73° 22' 32"E
L24	76.89'	N43° 02' 35"E
L25	153.07'	N74° 28' 38"E
L26	80.72'	S80° 21' 10"E
L27	109.99'	N66° 56' 26"E
L28	129.03'	N86° 14' 44"E
L29	65.63'	N36° 46' 46"E
L30	365.36'	S41° 56' 51"W
L31	72.89'	S42° 02' 49"W
L32	195.40'	S79° 55' 55"W
L33	189.58'	S22° 15' 06"E
L34	59.56'	S72° 38' 15"W
L35	232.74'	N44° 06' 08"W
L36	326.92'	S79° 44' 39"W

LINE TABLE		
LINE #	LENGTH	DIRECTION
L37	96.78'	S10° 36' 12"W
L38	78.60'	S5° 53' 25"E
L39	28.75'	S77° 55' 23"W
L40	112.56'	N45° 38' 43"W
L41	86.62'	N33° 09' 26"W
L42	180.26'	N86° 24' 11"W
L43	212.30'	S80° 12' 32"W
L44	238.91'	N86° 32' 12"W
L45	85.38'	N61° 17' 55"W
L46	86.19'	N83° 34' 05"W
L47	102.66'	S34° 50' 15"W
L48	91.06'	S15° 42' 24"E
L49	102.08'	S32° 03' 55"W
L50	63.22'	S22° 55' 09"W
L51	60.56'	S30° 09' 35"W
L52	44.95'	S75° 17' 32"W
L53	110.60'	S39° 05' 38"W

VICINITY MAP



NOTES:

1. THE BEARINGS OF THIS SURVEY ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NAD83(2011) EPOCH 2010, AND BOUNDARY REFERENCED TO 1/2", 3/8", AND 5/8" IRON RODS AND MONUMENTS FOUND AS NOTED IN THE PREVIOUS RECORDED DEEDS.

LEGEND

- ZONING BOUNDARY
- EXISTING PUBLIC DRAINAGE EASEMENT
- EXISTING PRIVATE ACCESS EASEMENT (Pr.A.E.)
- EXISTING PUBLIC UTILITY EASEMENT (P.U.E)
- EXISTING PUBLIC ACCESS EASEMENT (P.A.E.)
- EXISTING FEMA FLOOD HAZARD AREA
- PROPERTY CORNER
- PROPOSED ZONING – (GC) GENERAL COMMERCIAL
- EXISTING ZONING – (M-1) LIGHT INDUSTRIAL
- EXISTING ZONING – (GS) GENERAL SUBURBAN
- EXISTING ZONING – (R) RURAL
- EXISTING ZONING – (PDD) PLANNED DEVELOPMENT DISTRICT

REZONING EXHIBIT

THE STATION

EXISTING ZONING - LIGHT INDUSTRIAL
PROPOSED ZONING - GENERAL COMMERCIAL
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1" = 200'
JULY 2026

OWNER/DEVELOPER:
City of College Station
1101 Texas Avenue, College Station, TX 77840
(979) 764-3500

SURVEYOR:
Kerr Surveying, LLC
Nathan Paul Kerr, RPLS No. 6834
1718 Briarcrest Drive, Bryan, TX 77802
(979) 268-3195

ENGINEER:
Schultz Engineering, LLC
TBPE NO. 12327
911 SOUTHWEST PKWY E.
College Station, Texas 77840
(979) 764-3900

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: August 6, 2026
Advertised Council Hearing Date: August 27, 2026

The following neighborhood organizations that are registered with the City of College Station's Neighborhood Services have received a courtesy letter of notification of this public hearing:

Pebble Creek
Spring Meadows
Woodland Hills

Property owner notices mailed: 2

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: 2

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Natural and Open Areas	M-1 Light Industrial, R Rural	Vacant, Woodland Hills Park
South	Natural and Open Areas, Parks and Greenways	M-1 Light Industrial, GS General Suburban	Vacant, Woodland Hills Park
East	Natural and Open Areas, Parks and Greenways	M-1 Light Industrial, R Rural	Vacant
West	Business Center	M-1 Light Industrial	Vacant

DEVELOPMENT HISTORY

Annexed: June 1995
Zoning: A-O Agricultural-Open (upon annexation 1995)
Portion from A-O Agricultural-Open to R-1 Single-Family Residential (1996)
A-O Agricultural-Open renamed to R Rural (2013)
R Rural and R-1 Single-Family Residential to M-1 Planned Industrial (2000)
M-1 Planned Industrial renamed to M-1 Light Industrial (2003)
Final Plat: Unplatted
Site Development: Vacant

REZONING APPLICATION
SUPPORTING INFORMATION

Name of Project: THE STATION (CITY INITIATED) (REZ2026-000010)

Address:

Legal Description:

Total Acreage: 92.87

Applicant:: SCHULTZ ENGINEERING

Property Owner: COLLEGE STATION CITY OF

List the changed or changing conditions in the area or in the City which make this zone change necessary.

The SH-6 frontage adjacent to the property has built out as commercial, leaving this tract as the only Business Center pocket along that stretch. TxDOT and the City are upgrading SH-6 to a controlled-access freeway, which has shifted demand at this location toward commercial, lodging, and entertainment uses. A regional sports complex and hospitality development is now planned on the larger tract. City parkland borders the remaining sides of the property, buffering the nearest residential neighborhoods.

Indicate whether or not this zone change is in accordance with the Comprehensive Plan. If it is not, explain why the Plan is incorrect.

Yes. A Comprehensive Plan Amendment is being filed concurrently to change the land use designation for the property from Business Center to General Commercial. With that amendment approved, this rezoning is in accordance with the Comprehensive Plan.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?

The Business Center district is intended for office, light industrial, and corporate campus uses. The tract sits within a retail and lodging corridor with no surrounding office or industrial node, so it is not a natural fit for Business Center uses.

Explain the suitability of the property for uses permitted by the rezoning district requested.

The tract fronts SH-6 with access from Corporate Parkway and Midtown Drive. Two City trunk sewer lines flank the property, the City is constructing additional sewer to serve a portion of the project, and an 18-inch waterline will be extended across the site. These conditions support the commercial, lodging, and entertainment uses associated with General Commercial.

Explain the suitability of the property for uses permitted by the current zoning district.

The tract fronts SH-6 with access from Corporate Parkway and Midtown Drive. Two City trunk sewer lines flank the property, the City is constructing additional sewer to serve a portion of the project, and an 18-inch waterline will be extended across the site. These conditions support the commercial, lodging, and entertainment uses associated with General Commercial.

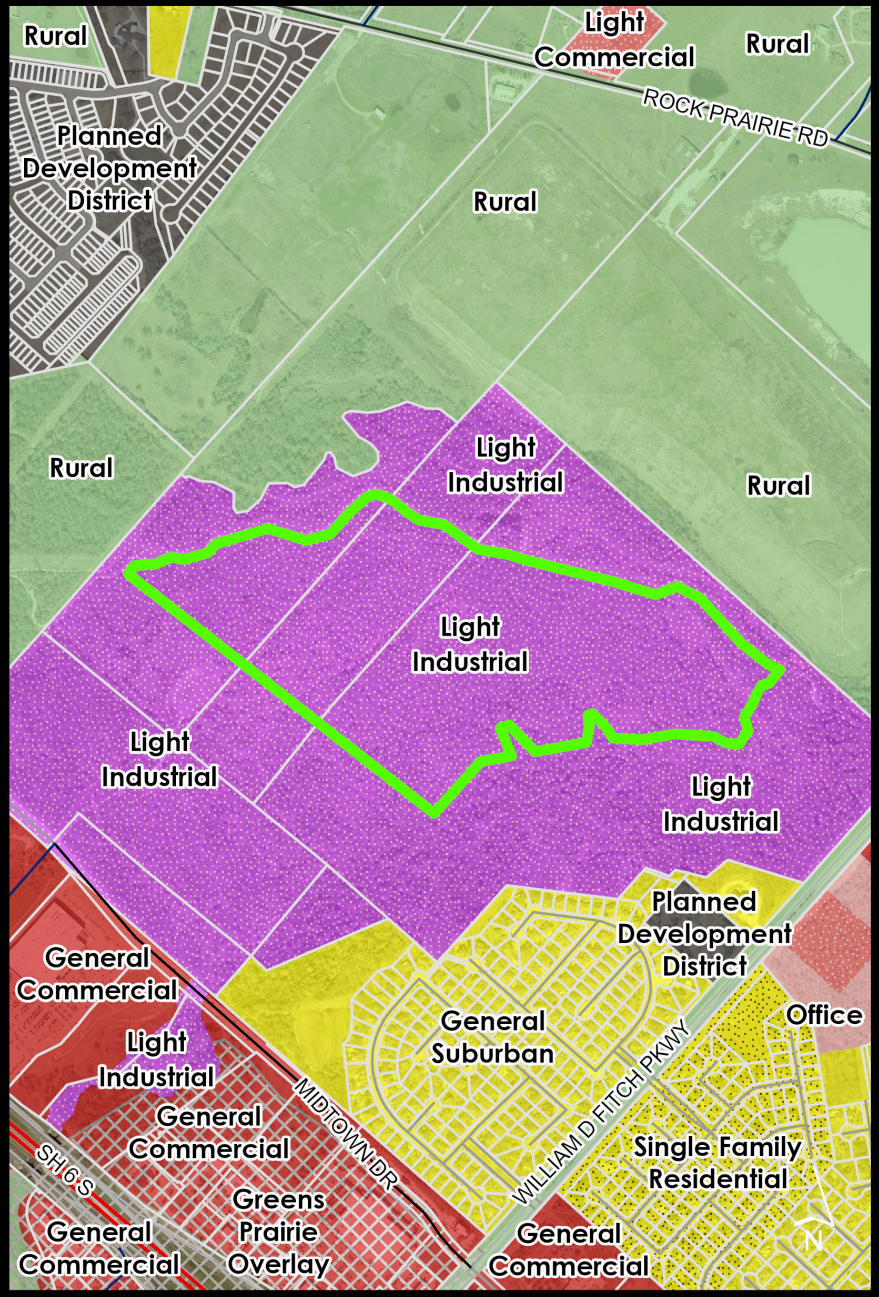
Explain the marketability of the property for uses permitted by the current zoning district.

The surrounding corridor has developed as commercial rather than office or industrial.

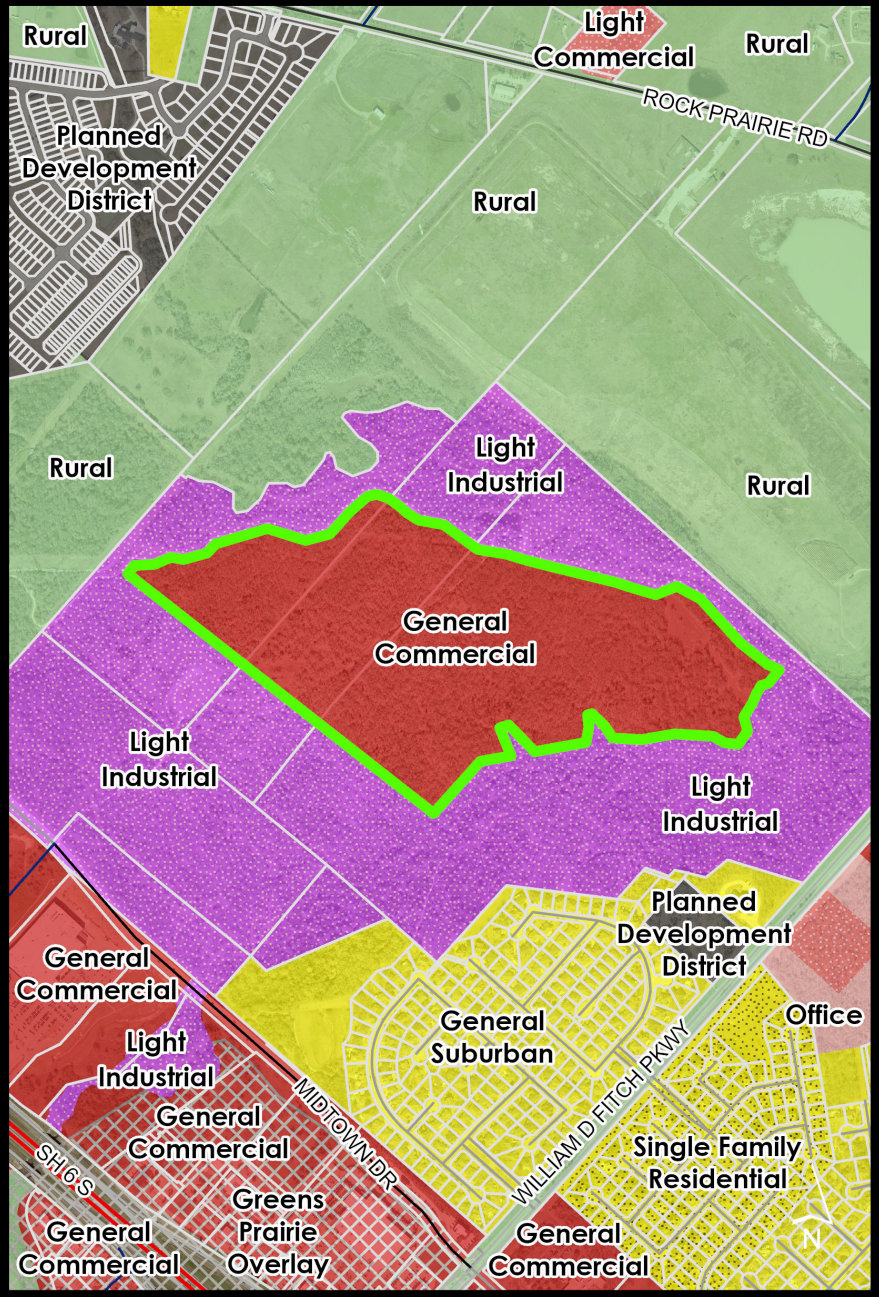
List any other reasons to support this zone change.

The rezoning supports a coordinated effort between the City and the development team to bring a regional sports complex and hospitality development to the corridor. The existing utility infrastructure and the planned SH-6 freeway upgrade are aligned with the higher-intensity uses General Commercial allows.

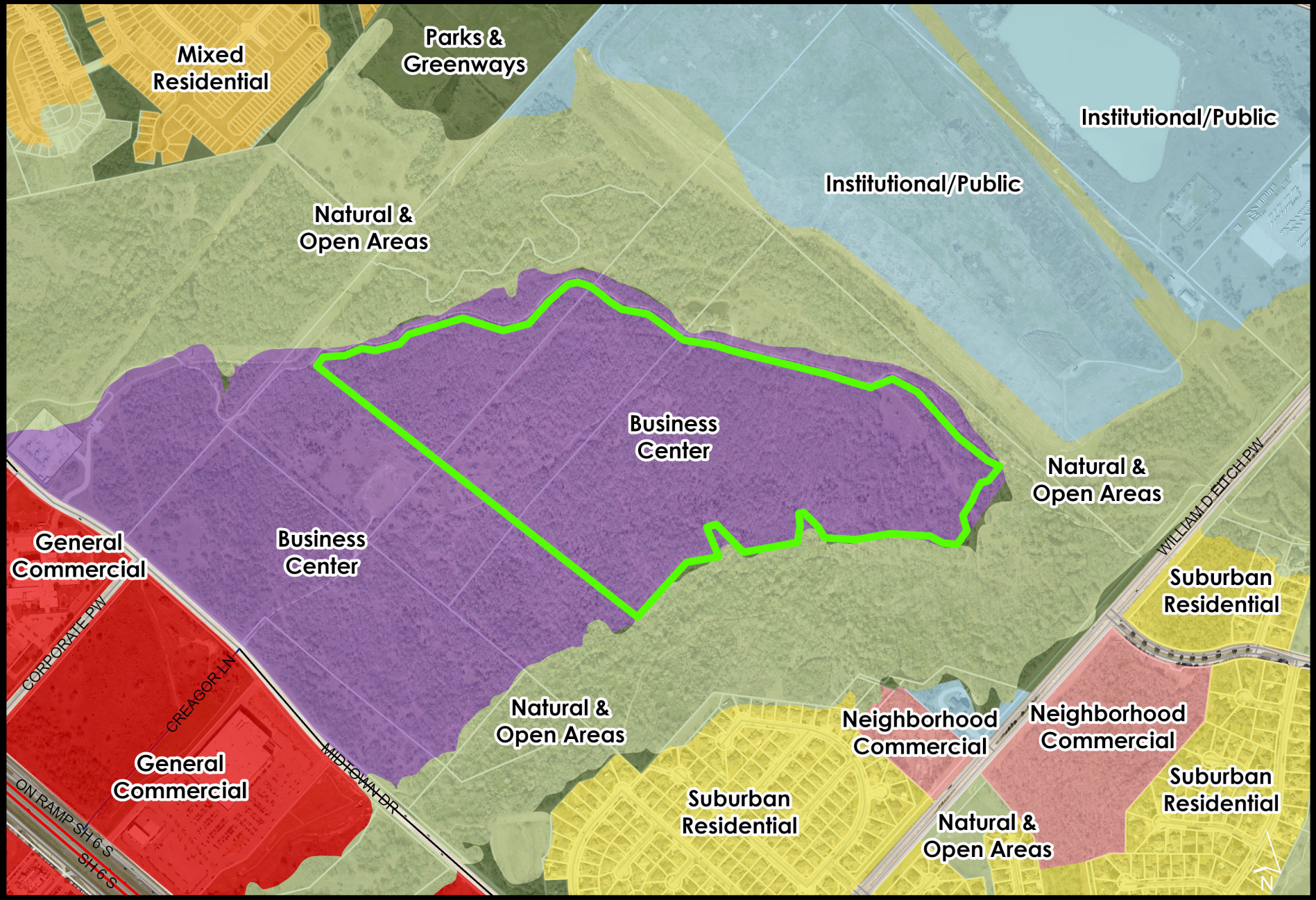
EXISTING
Zoning



PROPOSED
Zoning



EXISTING
Future Land Use



August 27, 2026
Item No. 8.8.
Thoroughfare Plan Amendment - Corporate Parkway Extension Removal

Sponsor: Jason Schubert

Reviewed By CBC: Bicycle, Pedestrian, & Greenways Advisory Board

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending the Comprehensive Plan by amending the Thoroughfare Plan and Active Transportation Master Plan to remove the future extension of Corporate Parkway, a Major Collector, between Midtown Drive and William D. Fitch Parkway including associated future bike lanes and sidewalks along with the realignment of the future Spring Creek trail to the existing Lick Creek trail.

Relationship to Strategic Goals:

- Diverse & Growing Economy
- Improving Mobility

Recommendation(s): The Bicycle, Pedestrian, and Greenways Advisory Board considered this item at their July 20, 2026 meeting and recommended approval (6-0). The Planning & Zoning Commission considered this item at their August 6, 2026 meeting and recommended approval (6-0) though expressed concerns regarding future traffic conditions in the area. Staff recommends approval of the amendments.

Summary:

This item proposes to remove the future extension of Corporate Parkway between Midtown Drive and Wiliam D. Fitch Parkway, a Major Collector, from the Thoroughfare Plan along with the associated future bike lanes and sidewalks that are planned along that street. In addition, the future Spring Creek trail, which is planned to intersect William D. Fitch Parkway adjacent to the Corporate Parkway extension, would be realigned to intersect the existing Lick Creek trail. This item is being brought forward in connection with a baseball development proposed in this area that would inhibit the complete extension of the street.

REVIEW CRITERIA

1. **Changed or changing conditions in the subject area of the City:** A future thoroughfare connection from the north to William D. Fitch Parkway at Pebble Creek Parkway has been identified on the Thoroughfare Plan since the 1990s. Its alignment and configuration, however, has varied over the years. This thoroughfare is designated as a future Major Collector to serve a large tract owned by the City that has been intended as a future business park. The City Council has agreed to pursue a proposal to create a baseball complex in this area and the future thoroughfare would bisect the area anticipated for baseball fields. A separate Comprehensive Plan Amendment and Rezoning are being processed to revise the Future Lane Use and Character Map and rezoning of a portion of the tract for the development. The development will still have access to a network of streets with bicycle and pedestrian infrastructure that connect to Midtown Drive though would no longer have a street connection directly to William D. Fitch Parkway.

2. **Compatibility with the existing uses, development patterns, and character of the immediate area concerned, the general area, and the City as a whole:** Residents in the area have expressed concerns previously regarding the future extension of Corporate Parkway and its connection to William D. Fitch Parkway across from Pebble Creek Parkway. The concerns mostly involved the potential for increased vehicular traffic on Pebble Creek Parkway and implications related to safety and neighborhood integrity within their subdivision. Collector connections to arterial roadways are common and help provide circulation and connectivity in the areas they serve. If the thoroughfare extension were removed, the bike lanes and sidewalks that are planned along it would not occur, though a bicycle and pedestrian connection would remain with the connection of the Lick Creek trail to William D. Fitch Parkway.

3. **Impact on environmentally sensitive and natural areas:** The extension of Corporate Parkway will likely necessitate a bridge crossing of Spring Creek near William D. Fitch Parkway. This crossing would have a greater impact on the creek than if the extension were removed. It is common, however, for thoroughfares to cross creeks and connect areas of the City together though the meanders of Spring Creek in this area make the crossing much more complicated. The design of a crossing of any kind would be done in accordance with federal standards and local requirements that prohibit adverse impacts related to the floodplain.

4. **Impacts on infrastructure including water, wastewater, drainage, and the transportation network:** The proposed amendment is not anticipated to impact water or wastewater services, or drainage in the area. Between State Highway 6 and Rock Prairie Road to the east, Midtown Drive and Corporate Parkway are the only two thoroughfares planned to intersect William D. Fitch Parkway from the north over a 1.75-mile distance. However, much of the frontage along William D. Fitch Parkway includes creeks, the old landfill, and CSISD transportation facility. The Lick Creek trail connection in the area of Pebble Creek Parkway provides a bicycle and pedestrian connection from William D. Fitch Parkway to the north and will connect to the future Spring Creek trail. The traffic signal project under construction at William D. Fitch Parkway and Pebble Creek Parkway includes a new shared use path connection from William D. Fitch Parkway to the Lick Creek trail. A scenario in the travel demand model was run to assess the long-term impact of potentially removing this thoroughfare extension on vehicular traffic. The model estimates in 2045 that approximately 4,300 vehicles per day would utilize this street. If removed, those vehicles would not be able to travel to William D. Fitch Parkway directly and would need to use Midtown Drive to do so. Midtown Drive is expected to be Nearing Congestion in 2045 and removal of the Corporate Parkway extension would increase the levels of Nearing Congestion and cause one segment to become Congested. The traffic impact analysis submitted with the rezoning in this area identifies that improvements to three intersections would need to be completed with full build-out of the surrounding area in order to meet the future traffic demand. These improvements include a southbound right-turn lane on Midtown Drive at William D. Fitch Parkway and intersection upgrades of a roundabout or traffic signal at the two street connections of the development to Midtown Drive. Fire Station 5 is located near where the Corporate Parkway extension would intersect William D. Fitch Parkway. Removal of the future thoroughfare would increase emergency response time to the area served by the Corporate Parkway extension, though emergency response routes would remain available via Midtown Drive and within response time thresholds.

5. **Consistency with the goals and strategies set forth in the Comprehensive Plan:** The goal of the Integrated Mobility chapter of the Comprehensive Plan is for "an innovative, safe, and well-connected multi-modal mobility system serving all user types that is designed to

support the surrounding land uses." Removal of the extension of Corporate Parkway will only have limited impact on biking and walking in the area as the Lick Creek Trail and future Spring Trail will still provide bicycle and pedestrian connection to William D. Fitch Parkway and there will be other bicycle and pedestrian connections within the development and to Midtown Drive. Removal of the thoroughfare will have an impact on vehicular circulation in the area and necessitate that Midtown Drive provide adequate access for the entire development. A traffic impact analysis was completed for the rezoning request and identified intersection improvements that would be needed to offset the additional traffic that Midtown Drive would be expected to accommodate when the surrounding area develops. Removal of the thoroughfare would allow the proposed land use of a baseball athletic complex to not be bisected by this thoroughfare extension.

Budget & Financial Summary:

Attachments:

1. Ordinance
2. Thoroughfare Plan Amendment Exhibit
3. Bicycle Plan Amendment Exhibit
4. Pedestrian Plan Amendment Exhibit

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE OFFICIAL CITY OF COLLEGE STATION COMPREHENSIVE PLAN BY AMENDING THE COMPREHENSIVE PLAN – FUNCTIONAL CLASSIFICATION AND CONTEXT CLASS MAP – TO AMEND ASSOCIATED MAPS IN THE ACTIVE TRANSPORTATION MASTER PLAN INCLUDING THE PROPOSED BICYCLE PLAN AND PROPOSED PEDESTRIAN PLAN TO REMOVE THE FUTURE EXTENSION OF CORPORATE PARKWAY, A MAJOR COLLECTOR, BETWEEN MIDTOWN DRIVE AND WILLIAM D. FITCH PARKWAY INCUDING ASSOCIATED BIKE LANES AND SIDEWALKS ALONG WITH THE REALIGNMENT OF THE FUTURE SPRING CREEK TRAIL TO THE EXISTING LICK CREEK TRAIL; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

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

PART 1: That the "Official City of College Station Comprehensive Plan" is hereby amended by adding new Subsections "C.11 and "E.3.f." of Exhibit "A" thereto as set out in Exhibit "A" attached hereto and made a part hereof; as set out in Exhibit "B," Exhibit "C," and Exhibit "D" attached hereto and made a part hereof.

PART 2: That if any provisions of any section of this Ordinance shall be held to be void or unconstitutional, such holding shall in no way affect the validity of the remaining provisions or sections of this Ordinance, which shall remain in full force and effect.

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

PASSED, ADOPTED and APPROVED this _____ day of ____, 2026.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A

That Ordinance No. 4303 adopting the "Official City of College Station Comprehensive Plan" as amended, is hereby amended by adding Subsections "C.11" and "E.3.f" to Exhibit "A" of said plan for Exhibit "A" to read in its entirety as follows:

A. Comprehensive Plan

The Official City of College Station Comprehensive Plan (Ordinance 4303) is hereby adopted and consists of the following:

1. Plan Foundation;
2. Distinctive Places;
3. Strong Neighborhoods;
4. A Prosperous Economy;
5. Engaging Spaces;
6. Integrated Mobility;
7. Exceptional Services;
8. Managed Growth;
9. Collaborative Partnerships; and
10. Plan Implementation

B. Master Plans

The following Master Plans are hereby adopted and made a part of the Official City of College Station Comprehensive Plan:

1. Parks, Recreation, and Open Spaces Master Plan dated July 2011;
2. Economic Development Master Plan dated February 2026;
3. The Water System Master Plan dated April 2017;
4. The Wastewater System Master Plan dated April 2017;
5. Northeast Gateway Redevelopment Plan dated September 2023;
6. Wellborn District Plan dated October 2023;
7. Housing Action Plan dated September 2024; and
8. Active Transportation Master Plan dated May 2026.

C. Master Plan Amendments

The following Master Plan Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Expiring the East College Station Transportation Study dated May 2005 – Ordinance 4404, dated November 10, 2022.
2. Expiring the Central College Station Neighborhood Plan dated June 2010 – Ordinance 4404, dated November 10, 2022.
3. Expiring the Eastgate Neighborhood Plan dated June 2011 – Ordinance 4404, dated November 10, 2022.
4. Expiring the Southside Area Neighborhood Plan dated August 2012 – Ordinance 4404, dated November 10, 2022.
5. Expiring the South Knoll Neighborhood Plan dated September 2013 – Ordinance 4404, dated November 10, 2022.
6. Expiring the Bicycle, Pedestrian, and Greenways Master Plan dated January 2010 – Ordinance 4690 dated May 28, 2026.
7. Expiring the Northgate Redevelopment Plan dated November 1996 – Ordinance 4690 dated May 28, 2026.
8. Expiring the Revised Wolf Pen Creek Master Plan dated 1998 – Ordinance 4690 dated May 28, 2026.
9. Expiring the Northgate Redevelopment Implementation Plan dated July 2003 – Ordinance 4690 dated May 28, 2026.
10. Expiring the Medical District Master Plan dated October 2012 – Ordinance 4690 dated May 28, 2026.
11. Amending as shown in the Active Transportation Master Plan for Map 4.5 Proposed Bicycle Plan and for Map 4.6 Proposed Pedestrian Plan to remove the future bike lanes and sidewalks along the future extension of Corporate Parkway, a Major Collector, between Midtown Drive and William D. Fitch Parkway along with the realignment of the future Spring Creek Trail from intersecting William D. Fitch Parkway to intersect the existing Lick Creek Trail.

D. Text Amendments

The following Text Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Text Amendments:
    a. *Chapter 2. Distinctive Places* by amending the text regarding the Neighborhood Center future land use description, intent, and generally appropriate zoning districts – Ordinance 4351, dated April 28, 2022.
    b. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to remove expired plans – Ordinance 4404, dated November 10, 2022.

c. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to rename the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.

d. *Chapter 2. Distinctive Places* by amending the text regarding the Planning Areas description to update it to the Wellborn District Plan, to revise the Future Land Use & Character descriptions to remove the Wellborn future land use and incorporate it and the Wellborn-specific zoning districts into the Neighborhood Commercial, Suburban Residential, and Estate Residential future land use descriptions and generally appropriate zoning districts – Ordinance 4474, dated October 12, 2023.

e. *Chapter 1. Plan Foundation, Chapter 2. Distinctive Places, Chapter 3. Strong Neighborhoods, Chapter 4. A Prosperous Economy, Chapter 5. Engaging Spaces, Chapter 6. Integrated Mobility, Chapter 7. Exceptional Service, Chapter 8. Managed Growth, Chapter 9. Collaborative Partnerships,* and *Chapter 10. Plan Implementation* by amending text based on the recommendations of the Comprehensive Plan 5-Year Evaluation & Appraisal Report 2025 to remove repeated or redundant narrative and outdated information; update existing conditions and contextual data; incorporate strategies and narrative related to the updated Economic Development Master Plan; amend the implementation table to include action items for Chapter 4; and combine and add action items to improve clarity for implementation – Ordinance 4690 dated May 28, 2026

E. Map Amendments

The following Map Amendments to the Official City of College Station Comprehensive Plan are as follows:

1. Future Land Use & Character Map:
    a. Approximately 5 acres of land generally located at 2354 Barron Road from Suburban Residential to Neighborhood Commercial – Ordinance 4365, dated June 23, 2022.
    b. Approximately 17 acres of land generally located at 400 Double Mountain Road from Medical to Urban Residential – Ordinance 4378, dated August 11, 2022.
    c. Approximately 0.19 acres of land generally located at 106 Southland Street from Suburban Residential to Neighborhood Commercial – Ordinance 4388, dated September 8, 2022.

d. Approximately 2.611 acres of land, generally located at 100 - 170 Graham Road from Business Center to Neighborhood Commercial – Ordinance 4435, dated May 15, 2023.
e. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
f. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.
g. Approximately 3.25 acres of land generally located west of the intersection of Nantucket Drive and State Highway 6 S from Suburban Residential and Natural and Open Areas to Neighborhood Commercial and Natural and Open Areas – Ordinance 4520, dated May 23, 2024.
h. Approximately 3 acres of land generally located at located at 116 and 120 Morgans Lane from Urban Residential to General Commercial – Ordinance 4525, dated June 27, 2024.
i. Approximately 11 acres of land generally located at 3182 Holleman Drive South from Mixed Residential and Natural & Open Areas to Urban Residential – Ordinance 4566, dated December 12, 2024.
j. Approximately 1.047 acres of land generally located at 3423 Cain Road and 3197 Holleman Drive South from Mixed Residential to General Commercial – Ordinance 4571, dated January 23, 2025.
k. Approximately 3.60 acres of land generally located at 3768 McCullough Road from Estate Residential to Neighborhood Commercial – Ordinance 4578, dated February 27, 2025
l. Approximately 2.752 acres of land generally located at 2360 Harvey Mitchell Parkway South from General Commercial to Urban Residential – Ordinance 4596, dated June 12, 2025.
m. Approximately 2.5 acres of land generally located south of the intersection of University Drive East and East Crest Drive from General Commercial to Urban Residential – Ordinance 4609, dated August 14, 2025.
n. Approximately 6.995 acres of land generally located at 8650 Turkey Creek Road from Neighborhood Center to Urban Residential – Ordinance 4660, dated March 26, 2026.
o. Approximately 7.2 acres generally located on Harvey Mitchell Parkway South between Dartmouth Street and Earl Rudder Freeway South from General Commercial to Urban Residential – Ordinance 4692, dated July 9 2026
p. Approximately 12.43 acres of land generally located at 2950 Rock Prairie Road West from General Commercial to Urban Residential – Ordinance 4702, dated August 13, 2026.
q. Approximately 106 acres generally located east of the intersection of Midtown Drive and Corporate Parkway from Business Center to General Commercial.

2. Planning Areas Map:
    a. Removing the Central College Station Neighborhood Plan, Eastgate Neighborhood Plan, Southside Area Neighborhood Plan, and South Knoll Neighborhood Plan – Ordinance 4404, dated November 10, 2022.
    b. Renaming the Texas Avenue & University Drive (FM 60) Redevelopment Area to the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
    c. Renaming the Wellborn Community Plan to the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.
    d. Removing the Medical District Master Plan and renumbering the planning areas Ordinance 4690 dated May 28, 2026.
    e. Renaming the Harvey Road Redevelopment Area to the Harvey Road Corridor Redevelopment Plan, and adjusting the planning area boundaries – Ordinance 4690 dated May 28, 2026

3. Functional Classification & Context Class Map:
    a. Amended as shown in the Northeast Gateway Redevelopment Plan – Ordinance 4470, dated September 28, 2023.
    b. Amended as shown in the Wellborn District Plan – Ordinance 4474, dated October 12, 2023.
    c. Amended to remove the future extension of Pebble Creek Parkway, a Minor Arterial, between St. Andrews Drive and the future Minor Arterial to the south – Ordinance 4672, dated April 9, 2026
    d. Amended to remove the future extension of Pavilion Avenue, a Minor Collector, between Sebesta Road and State Highway 6 – Ordinance 4677, dated May 18, 2026
    e. Amended to reclassify Pebble Creek Parkway shown as a Minor Arterial to a Major Collector – Ordinance 4690 dated May 28, 2026
    f. Amended to remove the future extension of Corporate Parkway, a Major Collector, between Midtown Drive and William D. Fitch Parkway.

F. General

1. **Conflict.** All parts of the Comprehensive Plan and any amendments thereto shall be harmonized where possible to give effect to all. Only in the event of an irreconcilable conflict shall the later adopted ordinance prevail and then only to the extent necessary to avoid such conflict. Ordinances adopted at the same city council meeting without reference to another such ordinance shall be harmonized, if possible, so that effect may be given to each.

2. **Purpose.** The Comprehensive Plan is to be used as a guide for growth and development for the entire City and its Extraterritorial Jurisdiction ("ETJ"). The Comprehensive Plan depicts generalized locations of proposed future land uses, including thoroughfares, bicycle and pedestrian ways, parks, greenways, and waterlines, and sewer lines that are subject to modification by the City to fit local conditions and budget constraints.

3. **General nature of Future Land Use.** The Comprehensive Plan, in particular the Future Land Use & Character Map and any adopted amendments thereto, shall not be, nor be considered, a zoning map, shall not constitute zoning regulations or establish zoning boundaries, and shall not be site or parcel specific but shall be used to illustrate generalized locations.

4. **General nature of College Station Comprehensive Plan.** The Comprehensive Plan and any additions, amendments, master plans and subcategories thereto depict same in generalized terms including future locations; and are subject to modifications by the City to fit local conditions, budget constraints, cost participation, and right-of-way availability that warrant further refinement as development occurs. Linear routes such as thoroughfares, bikeways, pedestrian ways, greenways, waterlines, and sewer lines that are a part of the Comprehensive Plan may be relocated by the City 1,000 feet from the locations shown in the Comprehensive Plan without being considered an amendment thereto.

5. **Reference.** The term College Station Comprehensive Plan includes all of the above in its entirety as if presented in full herein, and as same may from time to time be amended.

EXHIBIT B

That the "Active Transportation Master Plan" is hereby amended by amending a portion of Map 4.5 titled "Proposed Bicycle Plan" by removing the future bike lanes along the future extension of Corporate Parkway, a Major Collector, between Midtown Drive and William D. Fitch Parkway and realigning the future Spring Creek Trail from intersecting William D. Fitch Parkway to intersect the existing Lick Creek Trail as shown as follows:

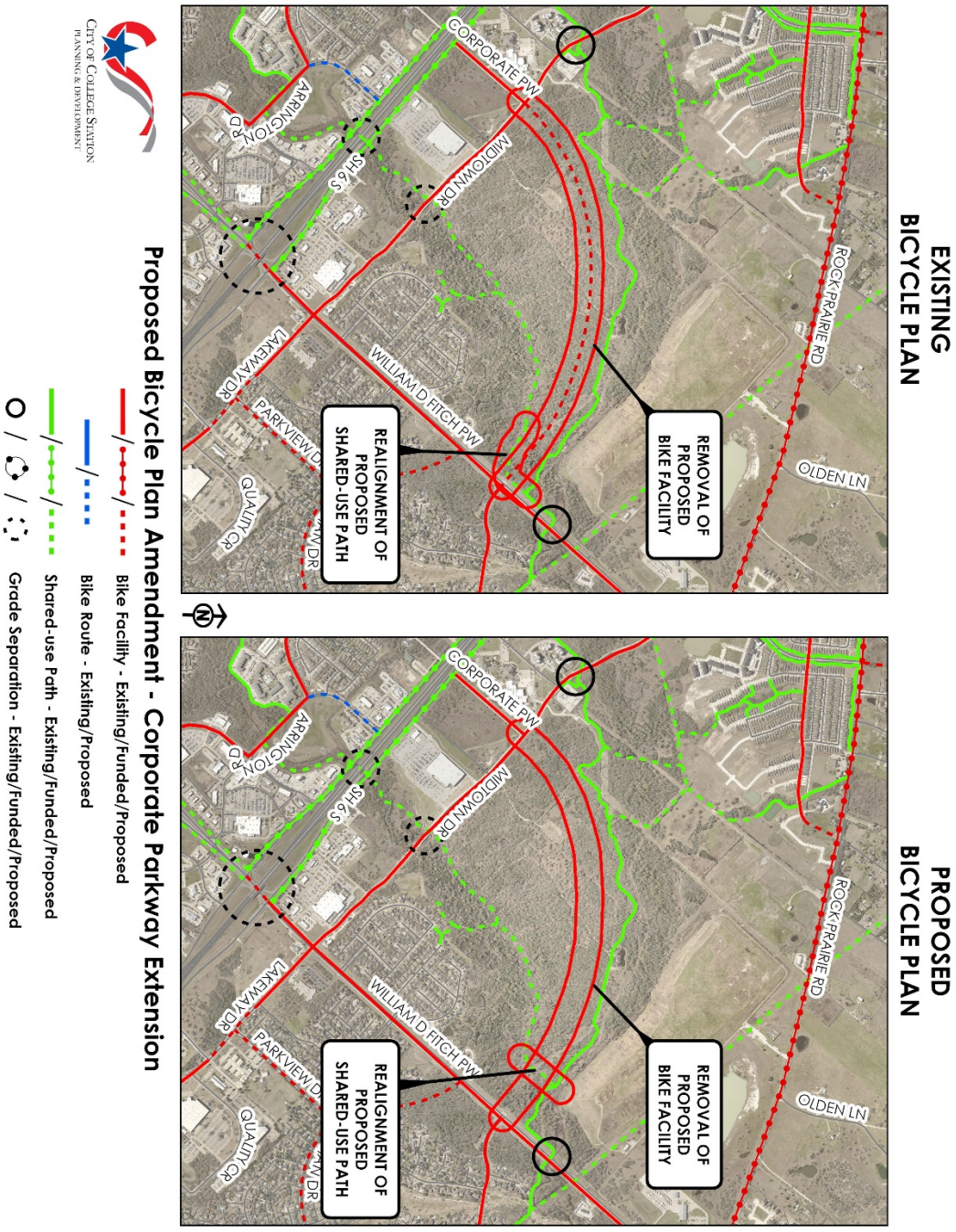


EXHIBIT C

That the "Active Transportation Master Plan" is hereby amended by amending a portion of Map 4.6 titled "Proposed Pedestrian Plan" by removing the future sidewalks along the future extension of Corporate Parkway, a Major Collector, between Midtown Drive and William D. Fitch Parkway and realigning the future Spring Creek Trail from intersecting William D. Fitch Parkway to intersect the existing Lick Creek Trail as shown as follows:

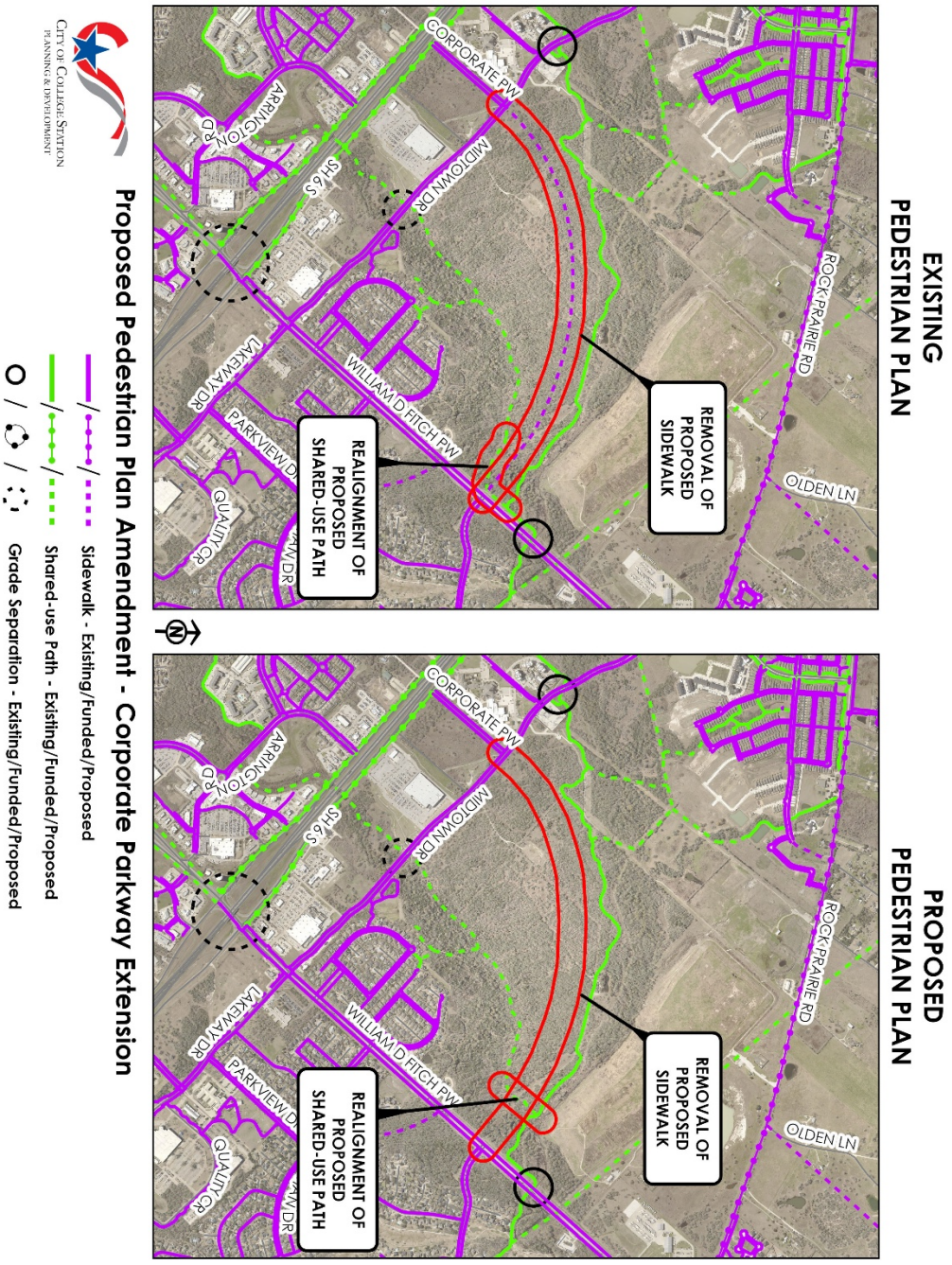
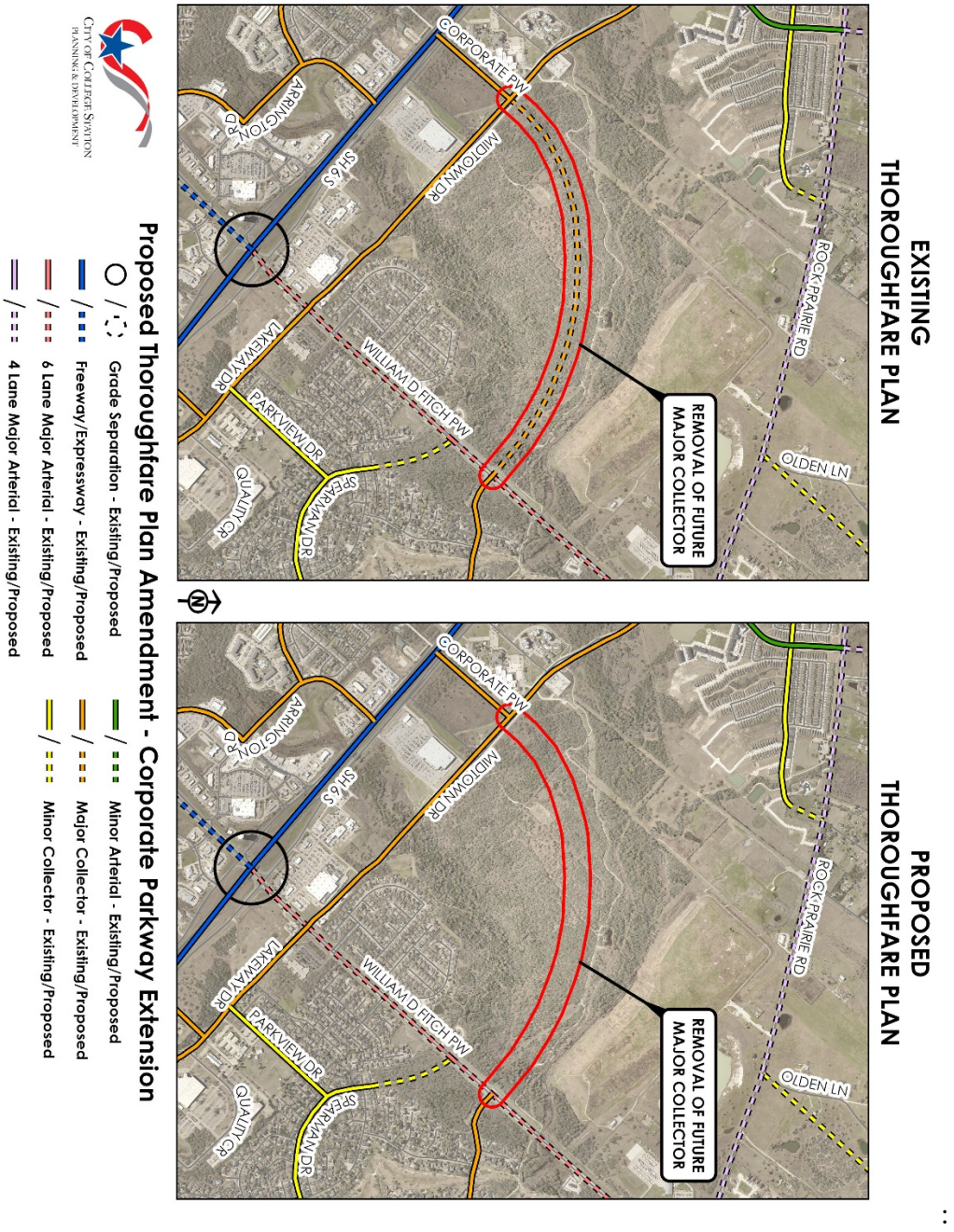


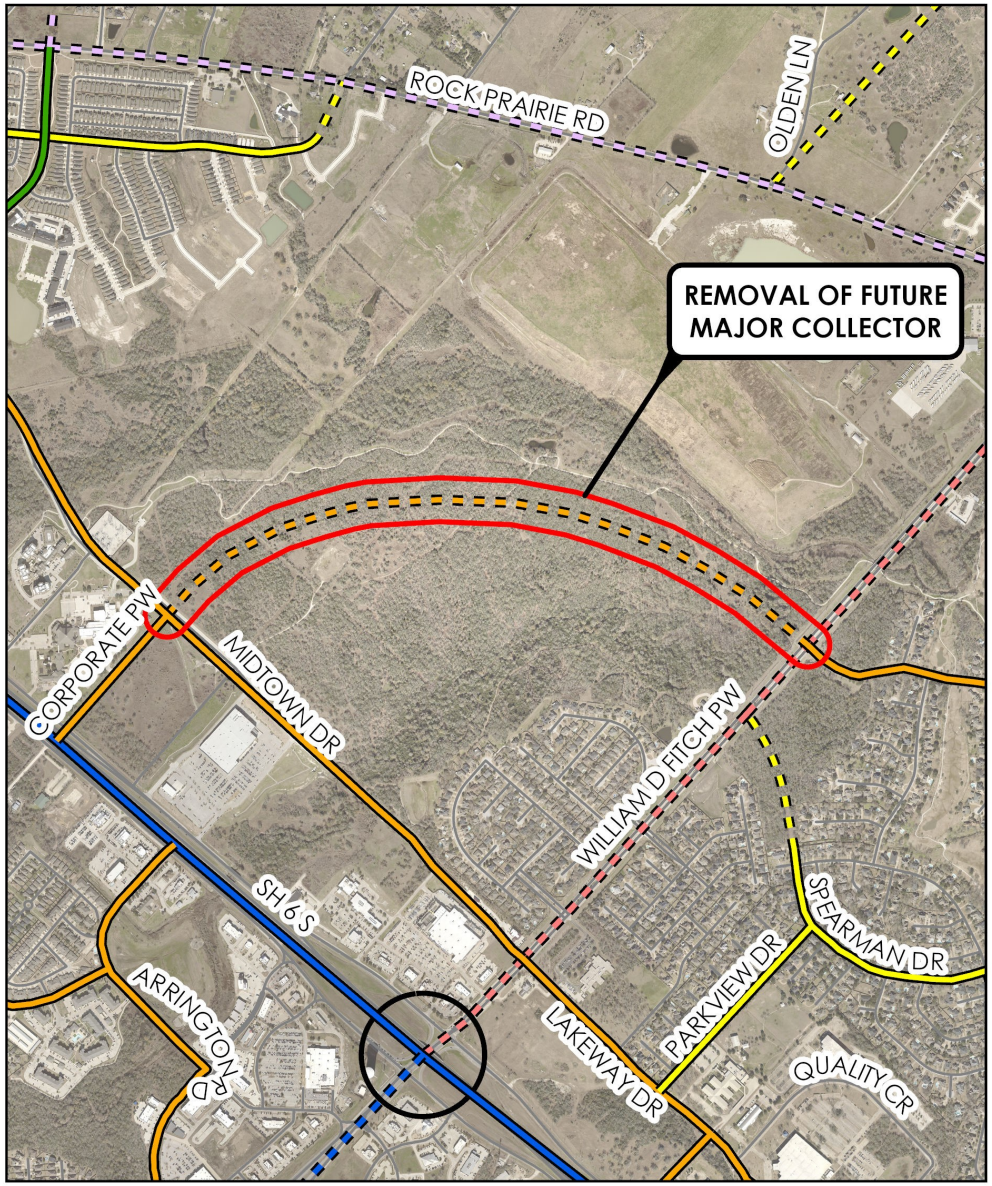
EXHIBIT D

That the "Official City of College Station Comprehensive Plan" is hereby amended by amending a portion of Map 6.3 titled "Functional Classification & Context Class" by removing the future extension of Corporate Parkway, a Major Collector, between Midtown Drive and William D. Fitch Parkway as shown as follows:

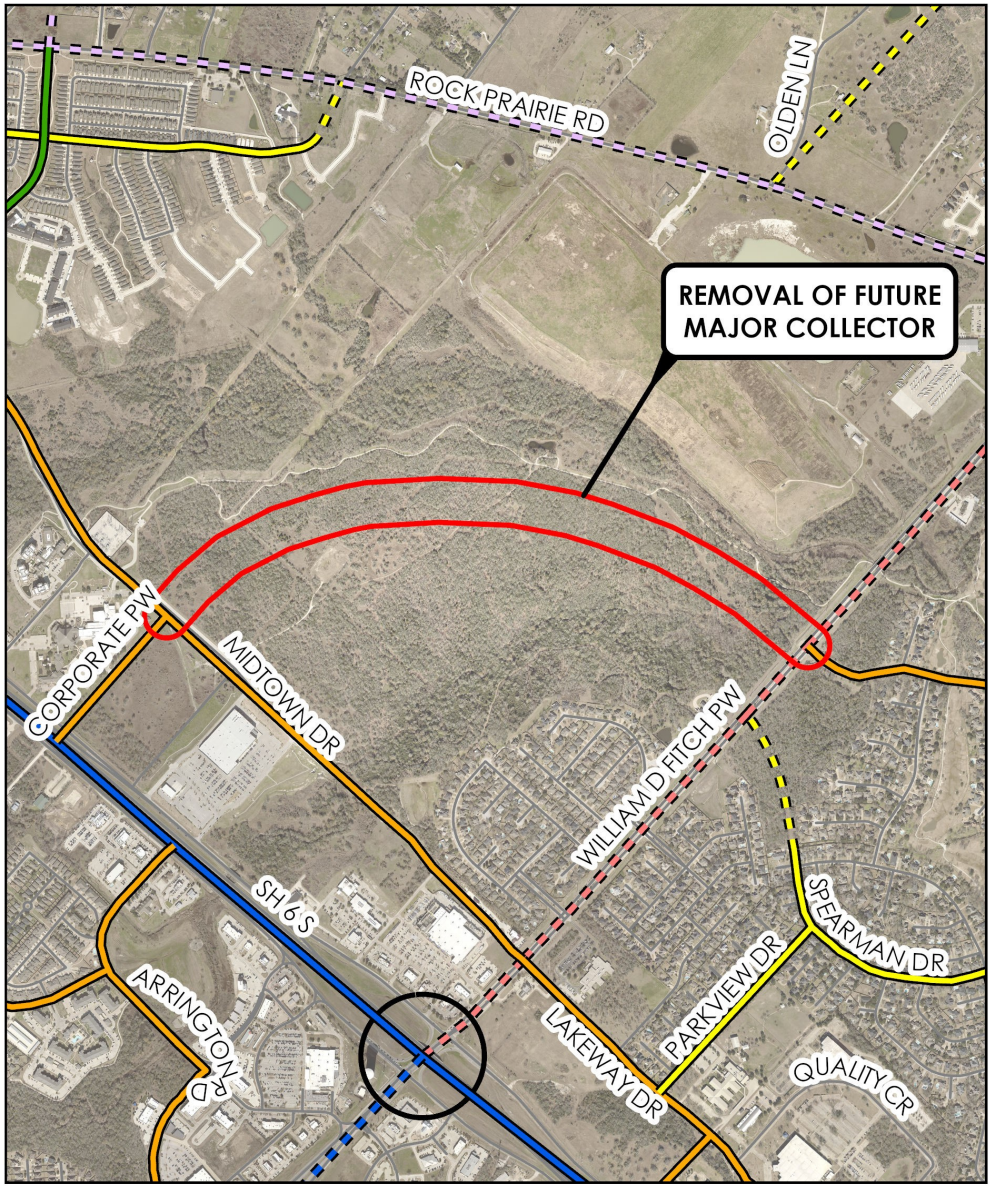


:

EXISTING THOROUGHFARE PLAN



PROPOSED THOROUGHFARE PLAN

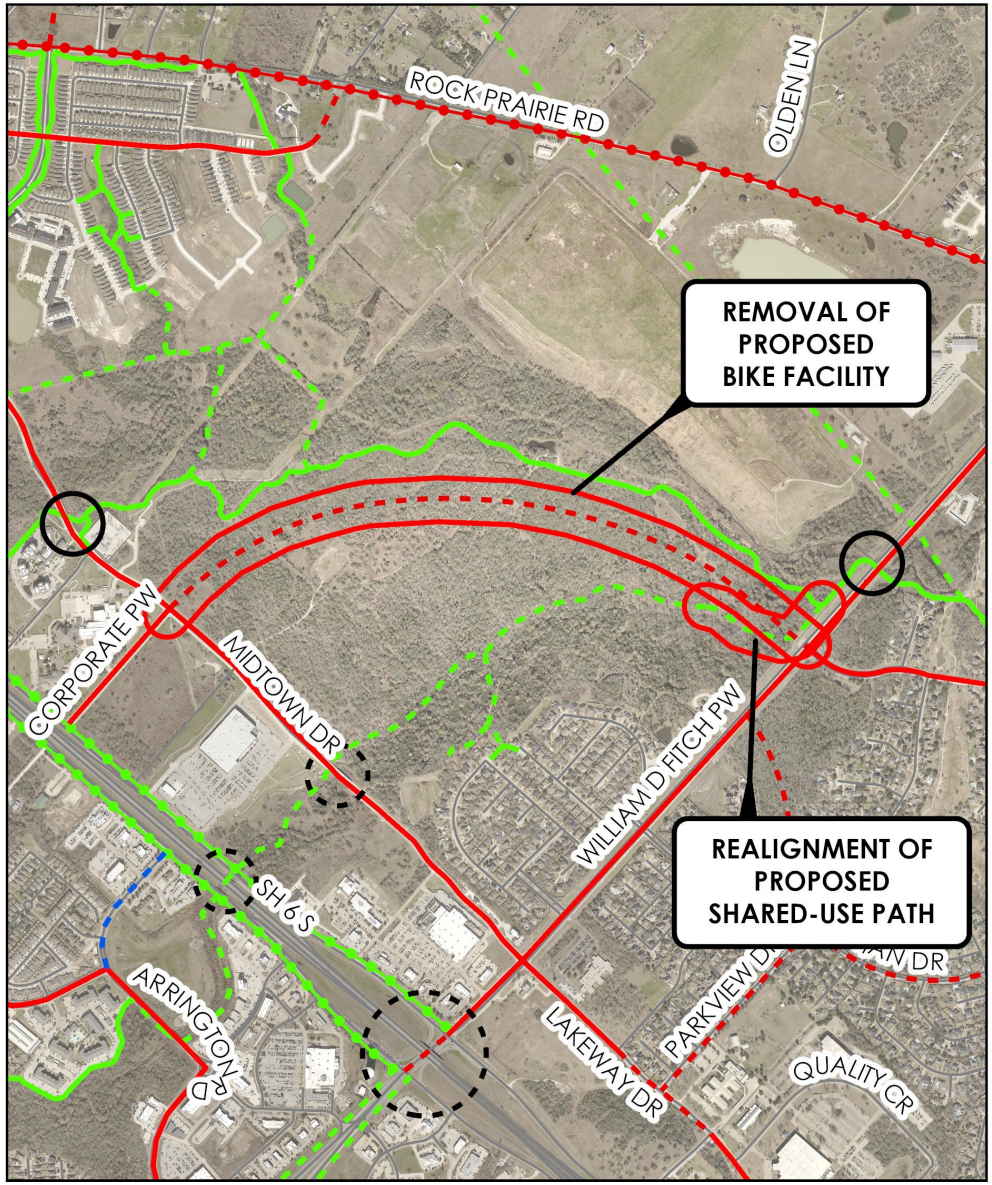


CITY OF COLLEGE STATION
PLANNING & DEVELOPMENT

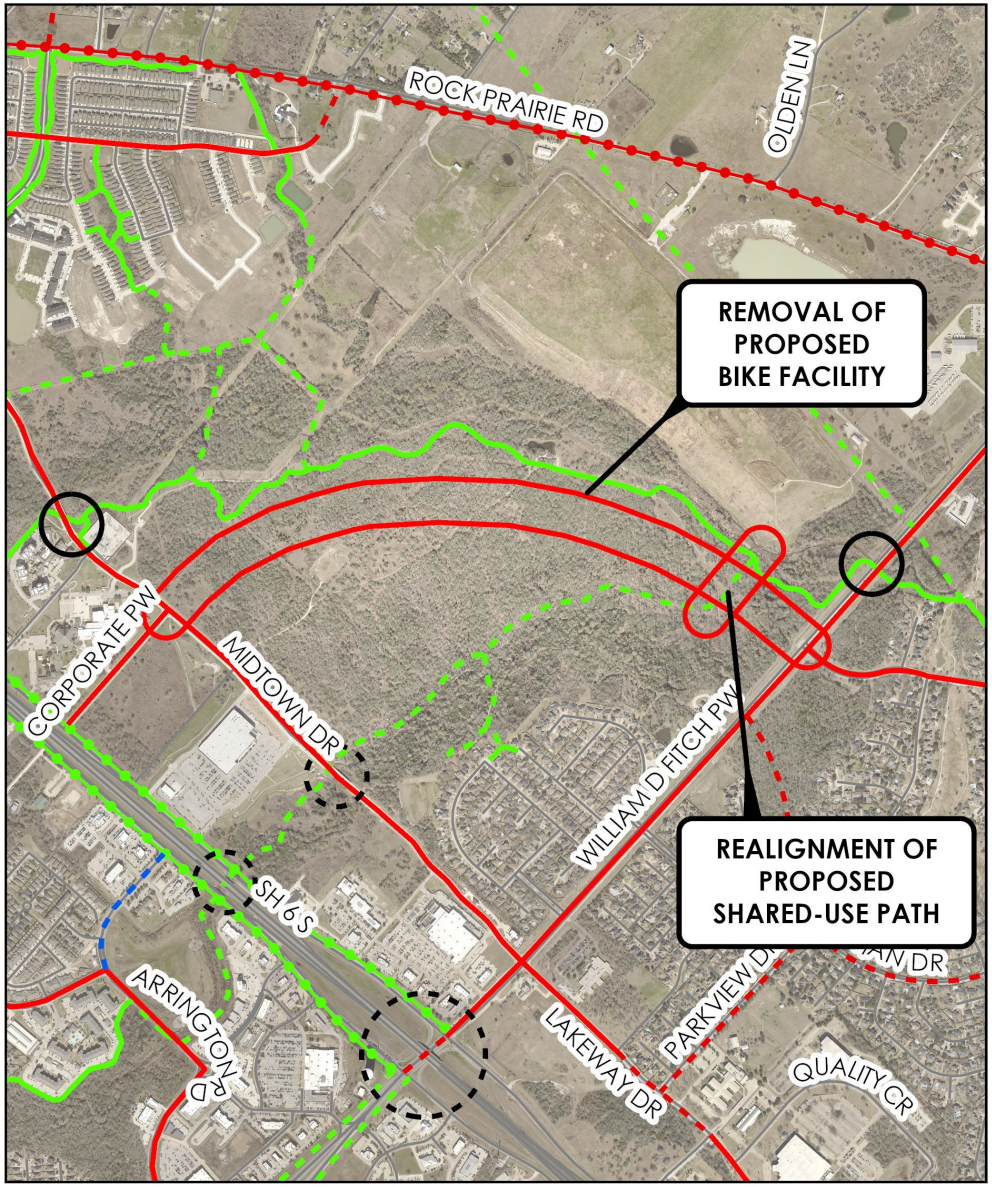
Proposed Thoroughfare Plan Amendment - Corporate Parkway Extension

- Grade Separation - Existing/Proposed
- Freeway/Expressway - Existing/Proposed
- 6 Lane Major Arterial - Existing/Proposed
- 4 Lane Major Arterial - Existing/Proposed
- Minor Arterial - Existing/Proposed
- Major Collector - Existing/Proposed
- Minor Collector - Existing/Proposed

EXISTING BICYCLE PLAN



PROPOSED BICYCLE PLAN

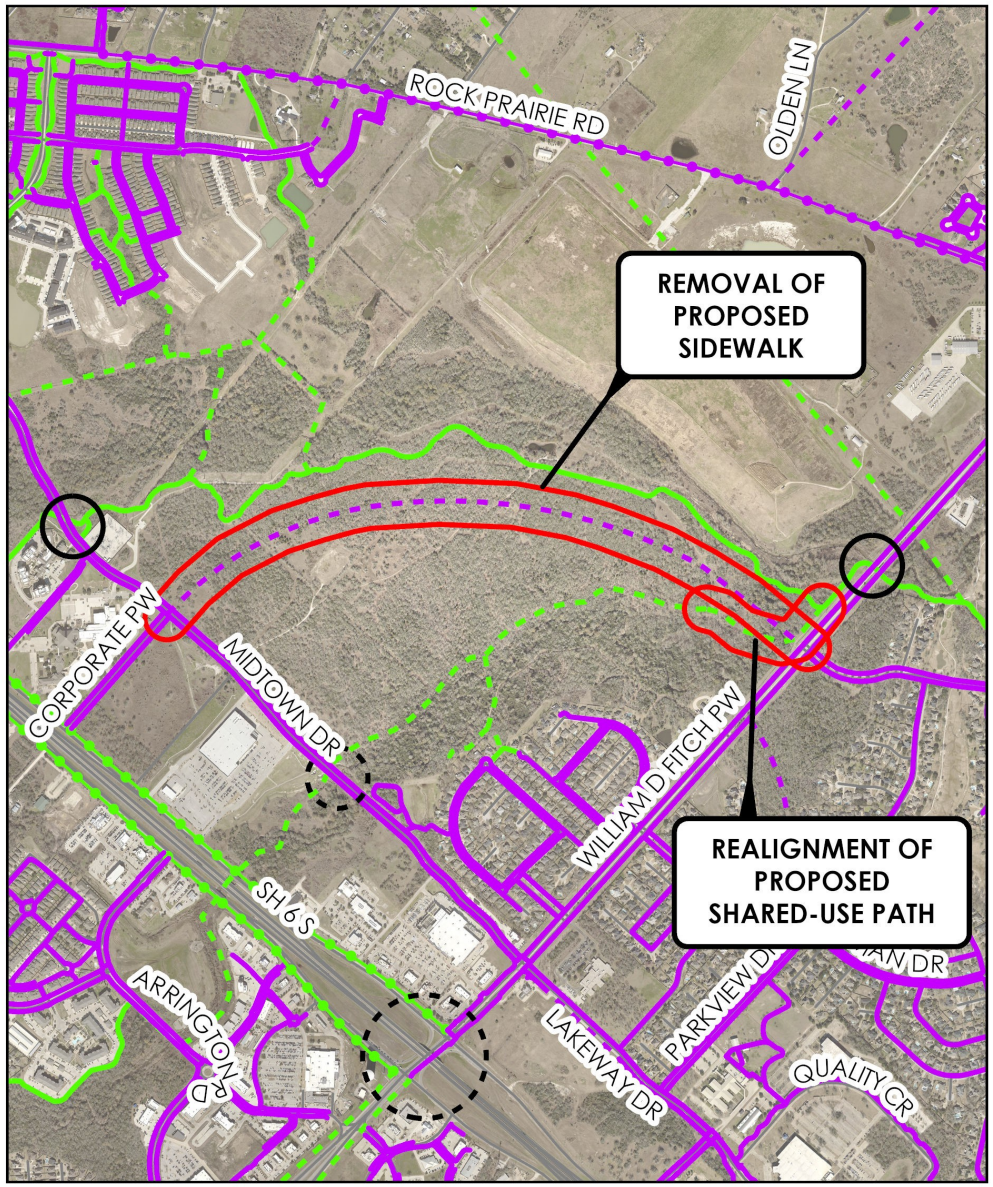


CITY OF COLLEGE STATION
PLANNING & DEVELOPMENT

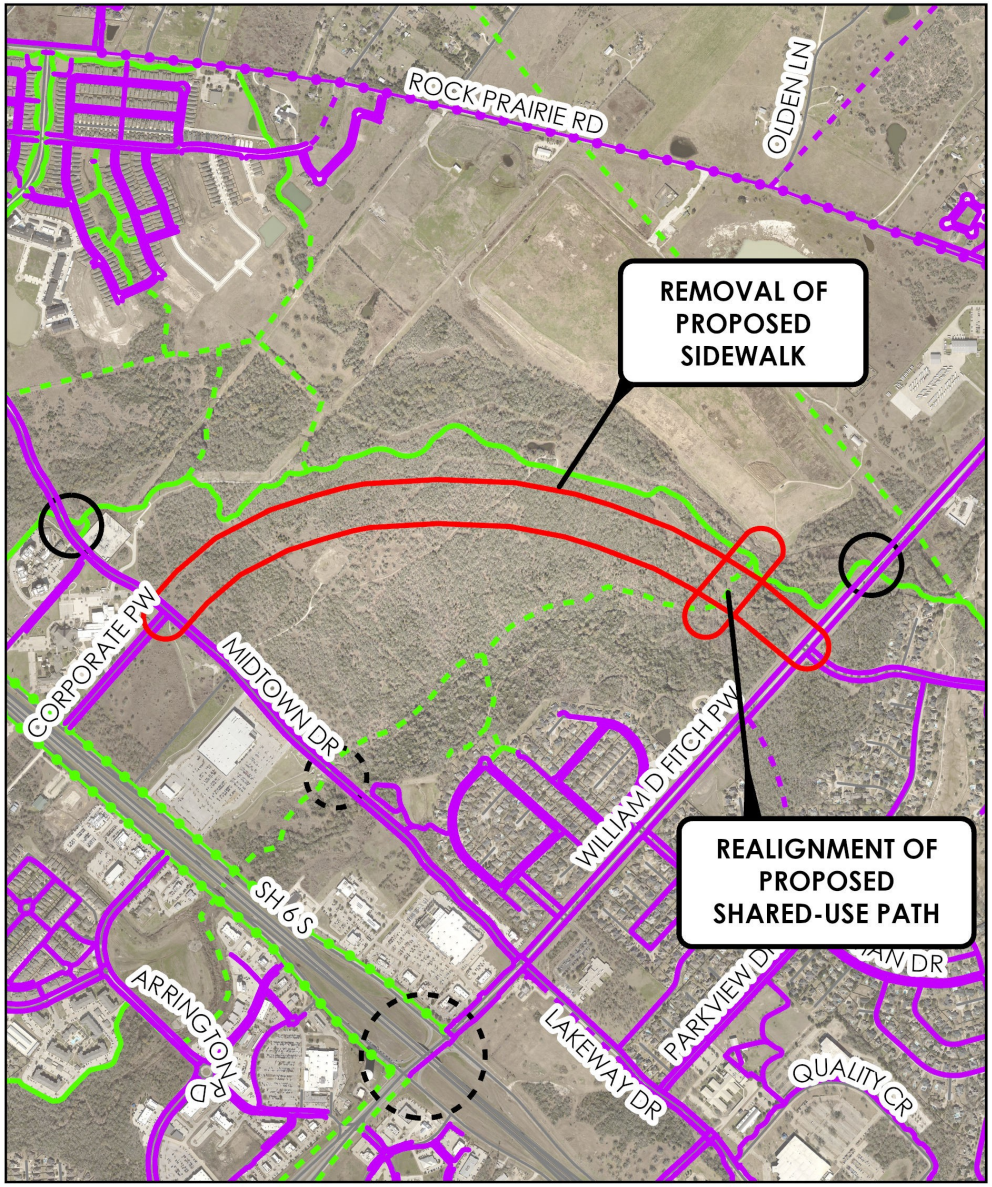
Proposed Bicycle Plan Amendment - Corporate Parkway Extension

- Bike Facility - Existing/Funded/Proposed
- Bike Route - Existing/Proposed
- Shared-use Path - Existing/Funded/Proposed
- Grade Separation - Existing/Funded/Proposed

EXISTING PEDESTRIAN PLAN



PROPOSED PEDESTRIAN PLAN



Proposed Pedestrian Plan Amendment - Corporate Parkway Extension

City of College Station
Planning & Development

Sidewalk - Existing/Funded/Proposed

Shared-use Path - Existing/Funded/Proposed

Grade Separation - Existing/Funded/Proposed

August 27, 2026
Item No. 8.9.
Ordinance Amending Master Plan and Advisory Board References from Bicycle, Pedestrian, and Greenways to Active Transportation

Sponsor: Joe Allen, Staff Planner - Transportation & Mobility

Reviewed By CBC: Bicycle, Pedestrian, & Greenways Advisory Board

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Chapter 2 “Administration,” Article I “In General,” Section 2-3 “City Boards, Commissions, and Committees,” and Appendix A, Unified Development Ordinance, Article 2 “Development Review Bodies,” Sections 2.1.B.1 “Appointments” and 2.6 “Bicycle, Pedestrian, and Greenways Advisory Board,” Article 3 “Development Review Procedures,” Section 3.5.C “Concept Plan Approval Process,” Article 8 “Subdivision Design and Improvements,” Sections 8.3.K.2 “Required Sidewalks,” 8.3.K.3 “Sidewalk Exceptions,” 8.3.L.2 “Timing,” 8.3.V.1 “General Requirements,” and 8.4.T “Private Streets and Gating of Roadways,” and Article 11 “Definitions,” Section 11.2 “Defined Terms” of the Code of Ordinances of the City of College Station, Texas, by amending certain sections related to the name, membership, and duties of the Bicycle, Pedestrian, and Greenways Advisory Board and references to the Bicycle, Pedestrian, and Greenways Master Plan.

Relationship to Strategic Goals:

- Good Governance
- Improving Mobility

Recommendation(s): The Bicycle, Pedestrian, and Greenways Advisory Board heard this item on July 20th, 2026 and voted unanimously to recommend approval with one modification to Section 2.6.B.1.b.4, modifying "Program Management" to "Event and Program Management." The attached documents were amended to reflect the recommended modification. The Planning and Zoning Commission heard this item on August 6th 2026 and voted unanimously to recommend approval. Staff recommends approval of the proposed ordinance amendment.

Summary: With the adoption of the new Active Transportation Master Plan in May 2026, the Unified Development Ordinance (UDO) needs to be updated in several sections to reflect the name change from the Bicycle, Pedestrian and Greenways Master Plan. The proposed ordinance amendment also updates the Board's membership composition to remove responsibilities related to greenways, which is being incorporated into the new Parks Master Plan, and renames the Bicycle, Pedestrian, and Greenways Advisory Board as the Active Transportation Advisory Board.

The Board's member positions are updated to remove the greenways-related position and add a third Board member with an interest in walking, running, or bicycling, with micromobility added to the list of interests to recognize that emerging mode of active transportation. Another position was modified to add Event and Program Management as one of the potential fields associated with the Recreation, Health, or Kinesiology position to recognize the programming component of implementing the Master Plan. Architecture was removed from the list of potential fields or professions with the Transportation Planning, Engineering, Landscape Architecture, or Urban Planning position. Also, the Board's responsibilities are clarified to state they receive updates regarding development projects and capital projects instead of performing technical reviews for them.

A Greenways Program Manager staff position was defined in the UDO and is proposed to be removed as the title in the organization no longer exists. The responsibilities of the position are now held by other staff working under the Administrator. The remaining edits are mostly changing references to the Bicycle, Pedestrian, and Greenways Master Plan to refer to the Active Transportation Master Plan. A redlined version of the proposed ordinance changes is attached for review.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance Redlines
2. Ordinance

CODE OF ORDINANCES CITY OF COLLEGE STATION, TEXAS VOLUME I
PART 1 – CITY CHARTER
Subpart A – GENERAL ORDINANCES
ARTICLE 1, - IN GENERAL

Sec. 2-3. - City Boards, Commissions, and Committees

(a) *Generally.*
(2) Existing City boards, commissions, and committees governed by this section shall be as follows:
e. ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Advisory Board;

CODE OF ORDINANCES CITY OF COLLEGE STATION, TEXAS VOLUME II
Subpart B – LAND DEVELOPMENT ORDINANCES
Appendix A – UNIFIED DEVELOPMENT ORDINANCE
Article 2. - Development Review Bodies

Sec. 2.1. - City Council.

B. Powers and Duties.
As provided and established within the City of College Station Charter, the City Council has the following powers and duties regarding this UDO:
1. Appointments.
The City Council shall have the responsibility of appointing and removing any member of the Planning and Zoning Commissions, Zoning Board of Adjustment, Design Review Board, Landmark Commission, and ~~Bicycle Pedestrian, and Greenways~~ Active Transportation Advisory Board.

CODE OF ORDINANCES CITY OF COLLEGE STATION, TEXAS VOLUME II
Subpart B – LAND DEVELOPMENT ORDINANCES
Appendix A – UNIFIED DEVELOPMENT ORDINANCE
Article 2. - Development Review Bodies

Sec. 2.6. - ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Advisory Board.

A. Creation.
An ~~Bicycle, Pedestrian, Greenways~~ Active Transportation Advisory Board is hereby established by the City of College Station for the purpose of advising and recommending to the City Council, the Planning and Zoning Commission, and other appointed boards and commissions on all matters concerning active transportation such as bicycling, walking, and ~~greenways~~ micromobility use.

B. Membership and Terms.
1. Number, Appointment.
The ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Advisory Board shall consist of seven (7) members who are residents of the City of College Station and eligible voters. Appointment of members shall be made by the City Council. The Board shall consist of the following:
a. One (1) member shall represent one (1) of the following fields or professions:
1) Real estate;
2) Banking, finance, or economics;
3) Law.
b. One (1) member shall represent one (1) of the following fields or professions:
1) Recreation;
2) Health;
3) Kinesiology~~.~~;
4) Event and Program Management.
~~c. Two (2) members that are residents with a demonstrated interest in walk, running, bicycling or open space preservation.~~
~~d. One (1) member shall represent one (1) of the following fields or professions:~~
~~1) Environmental/ecological sciences;~~
~~2) Stormwater/floodplain management;~~

3) ~~Natural resources~~

c. ~~e~~ One (1) member shall represent one (1) of the following fields or professions:
   1) Transportation planning;
   2) Engineering;
   3) ~~Architecture;~~
   4) Landscape architecture;
   5) Urban planning.

d. Three (3) members with an interest in walking, running, bicycling or micromobility.

e. Chairperson of the Council Transportation and Mobility Committee or their designee.

~~The final regular member shall be the chairperson of the Council Transportation and Mobility Committee or their designee.~~

The City Council shall prioritize ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Advisory Board candidates within each Subsection above by their demonstrated expertise. In the event any of the memberships assigned to a particular field of expertise or specialized knowledge identified in the above Subsections cannot be timely filled (in the judgement of the City Council) with a qualified candidate, the City Council may appoint citizens-at-large that have demonstrated interest in ~~bicycling, walking, and greenways~~ active transportation to fill such places.

2. Terms

With the exception of the chairperson of the Council Transportation and Mobility Committee or their designee who shall serve on the ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Advisory Board for as long as the chairperson serves on the Council Transportation and Mobility Committee, the term of office is three years.

3. Vacancies.

Vacancies shall be filled by the City Council for the unexpired term of any member whose term becomes vacant.

C. Officers, Meetings, Quorum.

1. Officers

A chairperson shall be appointed annually by the City Council. The ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Advisory Board shall select a vice-chairperson from among its members.

2. Meetings.

Members of the ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Advisory Board shall meet regularly, and the chairperson shall designate the time and place of such meetings. All meetings of the Board where a quorum is present shall be open to the public.

3. Quorum.

Four (4) members shall constitute a quorum for the transaction of business. Any recommendation or decision which does not receive a majority of positive votes shall be deemed a negative report.

4. Rules of Proceeding.

The ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Advisory Board shall adopt its own rules of procedure.

5. Minutes.

The ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Advisory Board shall keep minutes of its proceedings, showing the vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the Planning and Development Services Department and shall be public record.

D. Powers and Duties

The ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Advisory Board shall have the following powers and duties:

1. Duties.

a. Support the implementation of the transportation element of the Comprehensive Plan and the ~~Bicycle, Pedestrian, and Greenways Master Plan~~ Active Transportation Master Plan;

b. Promote and encourage bicycling, ~~and~~ walking, and micromobility use as accepted forms of transportation;

c. ~~Review~~ Receive updates regarding projects ~~designs~~ related to ~~bicycle, pedestrian, and greenway~~ active transportation improvements, including ~~review of~~ plats, site plans, and capital improvement projects;

d. Assist in identifying and applying for alternative funding sources for ~~bicycle, pedestrian, and greenway~~ active transportation facilities, programs, services, and projects;

e. Promote education and safety programs for active transportation users and motorists;

f. Facilitate citizen participation in local governments' consideration of matters involving ~~bicycle, pedestrian, and greenway~~ active transportation issues;

Commented [JD1]: should probably mention micromobility

g. Promote intergovernmental and public/private coordination on ~~bicycle, pedestrian, and greenway~~ active transportation matters including working with local businesses and other organizations; and
h. Perform other duties as may be assigned.

2. Recommendations.

The ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Advisory Board shall make recommendations to the Planning and Zoning Commissions subject to the terms and conditions set forth for such uses in this UDO for the following:

a. The adoption of Comprehensive Plan amendments as they relate to ~~bicycling, walking, and greenways~~ active transportation;
b. The adoption of Unified Development Ordinance text amendments as they relate to ~~bicycling, walking, and greenways~~ active transportation;
c. The setting of impact fee/Capital Improvement Plan priorities as they related to ~~bicycling, walking, and greenways~~ active transportation.

The ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Advisory Board shall make recommendations to the City Council for the following:

a. The adoptions of Comprehensive Plan amendments as they related to ~~bicycling, walking, and greenways~~ active transportation;
b. The adoption of Unified Development Ordinance text amendments as they relate to ~~bicycling, walking, and greenways~~ active transportation;
c. The setting of impact fee/Capital Improvement Plan priorities as they relate to ~~bicycling, walking, and greenways~~ active transportation.

E. Staff.

The Administrator shall provide staff to the ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Advisory Board as needed.

Commented [JD2]: this should be a redline, right?

CODE OF ORDINANCES CITY OF COLLEGE STATION, TEXAS VOLUME II
Subpart B – LAND DEVELOPMENT ORDINANCES
Appendix A – UNIFIED DEVELOPMENT ORDINANCE
Article 3. - Development Review Procedures

Sec. 3.5. - Concept Plans (P-MUD and PDD Districts).

C. Concept Plan Approval Process.

~~**3. Review and Report by the Greenways Program Manager**~~
~~If the proposed area includes a greenway dedication as shown on the Bicycle, Pedestrian, and Greenways Master Plan, or if the applicant is proposed greenway dedication or voluntary sale, the concept plan must be reviewed by the Greenway Program Manager. The Greenways Program Manager's recommendation shall be forwarded to the City Council~~

CODE OF ORDINANCES CITY OF COLLEGE STATION, TEXAS VOLUME II
Subpart B – LAND DEVELOPMENT ORDINANCES
Appendix A – UNIFIED DEVELOPMENT ORDINANCE
Article 8. - Subdivision Design and Improvements

Sec. 8.3. - General Requirements and Minimum Standards of Design for Subdivisions within the City Limits

K. Sidewalks.

2. Required Sidewalks.

b. Where a multi-use path is shown along a street on the ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Master Plan, the sidewalk may be incorporated as part of the multi-use path.

3. Sidewalk Exceptions.

Sidewalks are not required:

b. Along a street classified on the Comprehensive Plan Functional Classification & Context Map as a freeway/expressway, unless a sidewalk or multi-use path has been identified on the ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Master Plan;
e. Along existing local/residential streets unless sidewalks have been identified in the ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Master Plan.

L. Bicycle Facilities.

2. Timing.

Bicycle facilities shall be required in accordance with the ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Master Plan and the B/CS Unified Design Guidelines and constructed along with other public infrastructure required pursuant to this UDO.

V. Private Streets and Gating of Roadways.

1. General Requirements.

e. A private street may not cross an existing or public thoroughfare as shown on the Comprehensive Plan Functional Classification & Context Class Map. A private street may not disrupt or cross an existing or proposed public park or pedestrian pathway as shown on the ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Master Plan.

CODE OF ORDINANCES CITY OF COLLEGE STATION, TEXAS VOLUME II
Subpart B – LAND DEVELOPMENT ORDINANCES
Appendix A – UNIFIED DEVELOPMENT ORDINANCE
Article 8. - Subdivision Design and Improvements

Sec. 8.4. - General Requirements and Minimum Standards of Design for Subdivisions within the City of College Station Extraterritorial Jurisdiction.

T. Private Streets and Gating of Roadways.

3. A private street may not cross an existing or proposed public thoroughfare as shown on the Comprehensive Plan Functional Classification & Context Map. A private street subdivision will not disrupt or cross an existing or proposed public park or pedestrian pathway as shown on the ~~Bicycle, Pedestrian, and Greenways~~ Active Transportation Master Plan.

CODE OF ORDINANCES CITY OF COLLEGE STATION, TEXAS VOLUME II
Subpart B – LAND DEVELOPMENT ORDINANCES
Appendix A – UNIFIED DEVELOPMENT ORDINANCE
Article 11. - DEFINITIONS

Sec. 11.2. - Defined Terms.

~~**Greenways Program Manager:** The Greenways Program Manager of the CIty of College Station as designated by the Administrator~~

ORDINANCE NO. 2026-000010

AN ORDINANCE AMENDING CHAPTER 2 "ADMINISTRATION," ARTICLE I "IN GENERAL," SECTION 2-3 "CITY BOARDS, COMMISSIONS, AND COMMITTEES," AND APPENDIX A, UNIFIED DEVELOPMENT ORDINANCE, ARTICLE 2 "DEVELOPMENT REVIEW BODIES," SECTIONS 2.1.B.1 "APPOINTMENTS" AND 2.6 "BICYCLE, PEDESTRIAN, AND GREENWAYS ADVISORY BOARD," ARTICLE 3 "DEVELOPMENT REVIEW PROCEDURES," SECTION 3.5.C "CONCEPT PLAN APPROVAL PROCESS," ARTICLE 8 "SUBDIVISION DESIGN AND IMPROVEMENTS," SECTIONS 8.3.K.2 "REQUIRED SIDEWALKS," SECTION 8.3.K.3. "SIDEWALK EXCEPTIONS", 8.3.L.2. "TIMING", 8.3.V.1. "GENERAL REQUIREMENTS" AND 8.4.T "PRIVATE STREETS AND GATING OF ROADWAYS," AND ARTICLE 11 "DEFINITIONS," SECTION 11.2 "DEFINED TERMS" OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATED TO THE NAME, MEMBERSHIP, AND DUTIES OF THE BICYCLE, PEDESTRIAN, AND GREENWAYS MASTER PLAN; 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 2 "Administration," Article I "In General," Section 2-3 "City Boards, Commissions, and Committees," and Appendix A, Unified Development Ordinance, Article 2 "Development Review Bodies," Sections 2.1.B.1 "Appointments" and 2.6 "Bicycle, Pedestrian, and Greenways Advisory Board," Article 3 "Development Review Procedures," Section 3.5.C "Concept Plan Approval Process," Article 8 "Subdivision Design and Improvements," Sections 8.3.K.2 "Required Sidewalks," 8.3.K.3 "Sidewalk Exceptions," 8.3.L.2 "Timing," 8.3.V.1 "General Requirements," and 8.4.T "Private Streets and Gating of Roadways," and Article 11 "Definitions," Section 11.2 "Defined Terms" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A", Exhibit "B, Exhibit "C, Exhibit "D", Exhibit "E, Exhibit "F", Exhibit "G",** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00)

or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 27th day of August, 2026.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

That Chapter 2, "Administration," Article I, "In General," Section 2-3, "City Boards, Commissions, and Committees," Subsection (a).2.e. of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

e. Active Transportation Advisory Board;

Exhibit B

That Appendix A, "Unified Development Ordinance," Article 2, "Development Review Bodies," Section 2.1.B.1., "Appointments," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

1. Appointments.

The City Council shall have the responsibility of appointing and removing any member of the Planning and Zoning Commissions, Zoning Board of Adjustment, Design Review Board, Landmark Commission, and Active Transportation Advisory Board.

Exhibit C

That Appendix A, "Unified Development Ordinance," Article 2, "Development Review Bodies," Section 2.6., "Bicycle, Pedestrian, and Greenways Advisory Board," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to be renamed as "Active Transportation Advisory Board" and to read as follows:

Sec. 2.6 Active Transportation Advisory Board.

A. Creation.

An Active Transportation Advisory Board is hereby established by the City of College Station for the purposed of advising and recommending to the City Council, the Planning and Zoning Commission, and other appointed boards and commissions on all matters concerning active transportation such as bicycling, walking, and micromobility use.

B. Membership and Terms.

1. Number, Appointment.

The Active Transportation Advisory Board shall consist of seven (7) members who are residents of the City of College Station and eligible voters. Appointment of members shall be made by the City Council. The Board shall consist of the following:

a. One (1) member shall represent one (1) of the following fields or professions:
   1) Real estate;
   2) Banking, finance, or economics;
   3) Law.

b. One (1) member shall represent one (1) of the following fields or professions:
   1) Recreation;
   2) Health;
   3) Kinesiology;
   4) Event and Program Management.

c. One (1) member shall represent one (1) of the following fields or professions:
   1) Transportation planning;
   2) Engineering;
   3) Landscape architecture;
   4) Urban planning

d. Three (3) members with an interest in walking, running, bicycling, or micromobility.

e. Chairperson of the Council Transportation and Mobility Committee or their designee.

The City Council shall prioritize Active Transportation Advisory Board candidates within each Subsection above by their demonstrated expertise. In the event any of the memberships assigned to a particular field of expertise or specialized knowledge identified in the Subsection cannot be timely (in the judgement of the City Council) with a qualified candidate, the City Council may appoint citizens-at-large that have demonstrated interest in active transportation to fill such places.

2. Terms

With the exception of the chairperson of the Council Transportation and Mobility Committee or their designee who shall serve on the Active Transportation Advisory

Board for as long as the chairperson serves on the Council Transportation and Mobility Committee, the term of office is three years.

3. **Vacancies.**
   Vacancies shall be filled by the City Council for the unexpired term of any member whose term becomes vacant.

C. Officers, Meetings, Quorum.

1. **Officers**
   A chairperson shall be appointed annually by the City Council. The Active Transportation Advisory Board shall select a vice-chairperson form among its members.
2. **Meetings.**
   Members of the Active Transportation Advisory Board shall meet regularly, and the chairperson shall designate the time and place of such meetings. All meeting of the Board where a quorum is present shall be open to the public
3. **Quorum.**
   Four (4) members shall constitute a quorum for the transaction of business. Any recommendation or decision which does not receive a majority of positive votes shall be deemed a negative report.
4. **Rules of Proceeding.**
   The Active Transportation Advisory Board shall adopt its own rules of procedure.
5. **Minutes.**
   The Active Transportation Advisory Board shall keep minutes of its proceedings, showing the vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the Planning and Development Services Department and shall be public record.

D. Powers and Duties

The Active Transportation Advisory Board shall have the following powers and duties:

1. **Duties.**
   a. Support the implementation of the transportation element of the Comprehensive Plan and the Active Transportation Master Plan;
   b. Promote and encourage bicycling**,** walking**,** and micromobility use as accepted forms of transportation;
   c. Receive updates regarding projects related to active transportation improvements, including plats, site plans, and capital improvement projects;
   d. Assist in identifying and applying for alternative funding sources for active transportation facilities, programs, services, and projects;
   e. Promote education and safety programs for active transportation users and motorists;
   f. Facilitate citizen participation in local governments' consideration of matters involving active transportation issues;
   g. Promote intergovernmental and public/private coordination on active transportation matters including working with local businesses and other organizations; and
   h. Perform other duties as may be assigned.
2. **Recommendations.**

The Active Transportation Advisory Board shall make recommendations to the Planning and Zoning Commissions subject to the terms and conditions set forth for such uses in this UDO for the following:

a. The adoption of Comprehensive Plan amendments as they related to active transportation;
b. The adoption of Unified Development Ordinance text amendments as they relate to active transportation.
c. The setting of impact fee/Capital Improvement Plan priorities as they related to active transportation;

The Active Transportation Advisory Board shall make recommendations to the City Council for the following:

a. The adoption of Comprehensive Plan amendments as they relate to active transportation;
b. The adoption of Unified Development Ordinance text amendments as they relate to active transportation;
c. The setting of impact fee/Capital Improvement Plan priorities as they relate to active transportation.

E. Staff.

The Administrator shall provide staff to the Active Transportation Advisory Board as needed.

Exhibit D

That Appendix A, "Unified Development Ordinance," Article 3, "Development Review Procedures" Section 3.5.C., "Concept Plan Approval Process," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to remove subsection 3.5.C.3 "Review and Report by the Greenways Program Manager" and renumber the remaining subsections 3.5.C.4 through 3.5.C.6 to be numbered subsection 3.5.C.3 through 3.5.C.5.

Exhibit E

That Appendix A, "Unified Development Ordinance," Article 8, "Subdivision Design and Improvements," Section 8.3.K.2 "Required Sidewalks", Section 8.3.K.3 "Sidewalk Exceptions" of the Code of Ordinances of the City of College Station, Texas, is hereby amended by amending subsections 8.3.K.2.b, 8.3.K.3.b, and 8.3.K.3.e to read as follows:

Sec. 8.3. - General Requirements and Minimum Standards of Design for Subdivisions within the City Limits

K. Sidewalks.

2. Required Sidewalks.

b. Where a multi-use path is shown along a street on the Active Transportation Master Plan, the sidewalk may be incorporated as part of the multi-use path.

3. Sidewalk Exceptions.

Sidewalks are not required:

b. Along a street classified on the Comprehensive Plan Functional Classification & Context Map as a freeway/expressway, unless a sidewalk or multi-use path has been identified on the Active Transportation Master Plan;

e. Along existing local/residential streets unless sidewalks have been identified in the Active Transportation Master Plan.

Exhibit F

That Appendix A, "Unified Development Ordinance," Article 8, "Subdivision Design and Improvements," Section 8.3.L.2. "Timing", Section 8.3.V.1. "General Requirements" subsection 8.3.V.1.e, and Section 8.4.T "Private Streets and Gating of Roadways" subsection 8.4.T.3 of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

L. Bicycle Facilities.

2. Timing.

Bicycle facilities shall be required in accordance with the Active Transportation Master Plan and the B/CS Unified Design Guidelines and constructed along with other public infrastructure required pursuant to this UDO.

V. Private Streets and Gating of Roadways.

1. General Requirements.

e. A private street may not cross an existing or proposed public thoroughfare as shown on the Comprehensive Plan Functional Classification & Context Map. A private street subdivision will not disrupt or cross an existing or proposed public park or pedestrian pathway as shown on the Active Transportation Master Plan.

T. Private Streets and Gating of Roadways.

3. A private street may not cross an existing or proposed public thoroughfare as shown on the Comprehensive Plan Functional Classification & Context Map. A private street subdivision will not disrupt or cross an existing or proposed public park or pedestrian pathway as shown on the Active Transportation Master Plan.

Exhibit G

That Appendix A, “Unified Development Ordinance,” Article 11, “Definitions,” Section 11.2., “Defined Terms,” of the Code of Ordinances of the City of College Station, Texas, is hereby amended to remove the definition for “Greenways Program Manager”

August 27, 2026
Item No. 8.10.
300 Fidelity & 601, 603A, 603B Highlands PUE Abandonment

Sponsor: Gillian Sitler

Reviewed By CBC: N/A

Agenda Caption: Public Hearing, presentation, discussion, and possible action on an ordinance vacating and abandoning the full 11759.1 Square Foot of the Variable Width Public Utility Easement, said Easement being over, across, and upon, the West Park Addition Block 2, Lots 2R, 3R, 4R, & 5R, according to the plat recorded in Volume 11331, Page 115, of the Official Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services & Infrastructure
- Diverse & Growing Economy

Recommendation(s): Staff Recommends Approval

Summary: This public utility easement abandonment is being requested by the applicant as a result of redevelopment of the area. The subject PUEs were dedicated via Plat in 2013, and are PUEs requested by CSU in accordance with the at the time effective Unified Development Ordinance Article 8.3.I.2.b Additional Utility Easements. This UDO Section exists still today as UDO Sec. 8.3.I.2.b, however, with redevelopment of the area, the additional utility easement needs have been reevaluated.

Public domestic water and electric lines as well as a private telecommunication and gas line do lie within the subject easements. The owners of the telecommunication and gas lines have signed off consenting to this abandonment and verified that with redevelopment, the lines will be abandoned in place. A blanket public utility easement has been filed for record to cover the domestic water and electric lines. Redevelopment will remove the water line from the public system and reconfigure electric lines to better serve the subject properties and the surrounding area. A replat of the subject properties will be dedicating the new specific public utility easements in accordance with UDO standards. Submission of a Replat Application for review was a requirement of this request to verify the viability of the redevelopment plan and new PUE requirements. The establishment of the blanket public utility easement allows this abandonment to be heard with no conditions applied.

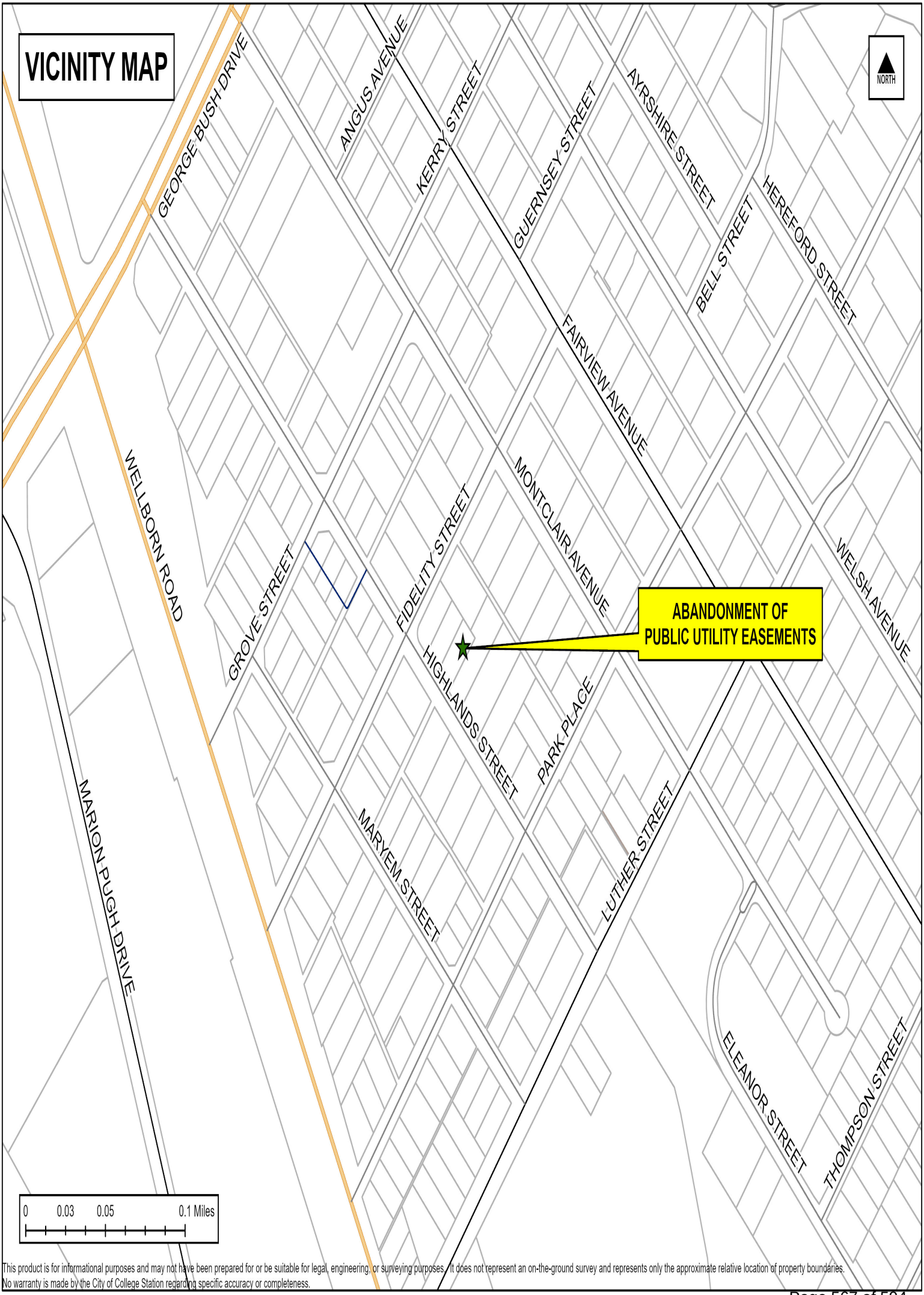
This application request does not include a consenting signature from the property owner of 302 Fidelity Street as an abutting property to the subject Public Utility Easements. The cited reason for not providing signature was that the abutting property was redeveloping, “and does not want to do anything to delay approval,” That redevelopment has since been approved for site and building construction, and the associated replat has been filed for record at the time of this abandonment request being brought forward for final action.

The public utility easements are variable in width and total 11759.1 square feet. They are generally located along all property line of the properties currently addressed as 300 Fidelity St, 601 Highlands St, 603A Highlands St, and 603B Highlands St.

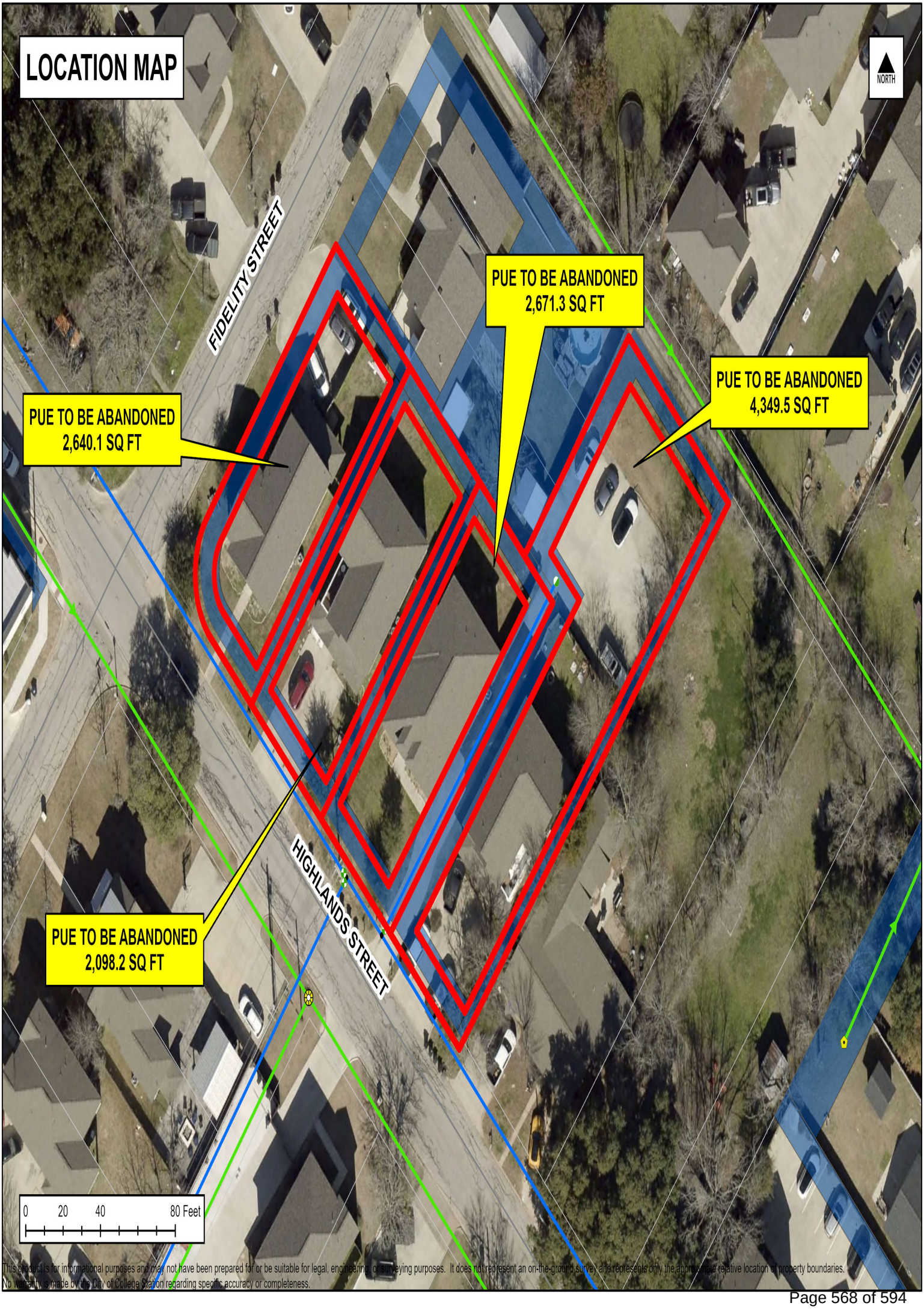
Budget & Financial Summary: N/A

Attachments:

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



This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
No warranty is made by the City of College Station regarding specific accuracy or completeness.



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No warranty is made by the City of College Station regarding specific accuracy or completeness.

FOR OFFICE USE ONLY	
CASE NO.:	
DATE SUBMITTED:	
TIME:	
STAFF:	

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- ☒ Abandonment of Public Right-of-Way/Easement Application Fee. **(Refer to the Planning and Development Fee Schedule for all applicable fees)**
- ☒ Application completed in full. This application form provided by the City of College Station must be used and may not be adjusted or altered. Please attach pages if additional information is provided.
- ☒ All exhibits processed (except for Exhibit No. 4, which will be processed by staff).
- ☒ Title report for property current within ninety (90) days or accompanied by a Nothing Further Certificate current within ninety (90) days. The report must include applicable information such as ownership, liens, encumbrances, etc.
- ☐ For unplatted property, a signed, sealed and dated metes and bounds description and a diagram of the property showing the location of the abandonment.
- ☒ For platted property, a copy of the plat showing the lot, block, subdivision, and recording information.

LOCATION OF RIGHT-OF-WAY/EASEMENT TO BE ABANDONED (include legal description):

West Park Addition, Block 2, Lots 2R thru 5R
West Park Addition, Block 2, 15' of Lot 5, Lot 6, & 5' of Lot 7

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name *RME Consulting Engineers (c/o Rabon Metcalf)* E-mail *rabon@rmengineer.com*

Street Address *PO Box 9253*

City *College Station* State *TX* Zip Code *77840*

Phone Number *(979) 219-4174* Fax Number

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name *Optimal Housing Two, LLC* E-mail *kyle_burford@outlook.com*

Street Address: *205 Timber Street*

City *College Station* State *TX* Zip Code *77840*

Phone Number *(281) 381-4209* Fax Number

The applicant has prepared this application and certifies that the facts stated herein and exhibits attached hereto are true and correct. IF THIS APPLICATION IS FILED BY ANYONE OTHER THAN THE OWNER OF THE PROPERTY, this application must be accompanied by a power of attorney statement of the owner. If there is more than one owner, all owners must sign the application or power of attorney. If the owner is a company, the application must be accompanied by proof of authority for the company's representative to sign the application on its behalf.

[signature] - DIRECTOR — Signature and title

3/16/2026 — Date

TO THE MAYOR AND CITY COUNCIL OF THE CITY OF COLLEGE STATION:

The undersigned hereby makes application for the abandonment of that portion of the above right-of-way particularly described in Exhibit No. 1, attached. In support of this application, the undersigned represents and warrants the following:

1. The undersigned will hold the City of College Station harmless, and indemnify it against all suits, costs, expenses, and damages that may arise or grow out of such abandonment.

2. Attached, marked Exhibit No. 1, is a sealed metes and bounds description of the area sought to be abandoned, prepared by a Registered Public Surveyor.

3. Attached, marked Exhibit No. 2, is a copy of a plat or detailed sketch of that portion of the public right-of-way/ easement sought to be abandoned and the surrounding area to the nearest streets in all directions, showing the abutting lots and block, and the subdivision in which the above described right-of- way/easement is situated, together with the record owners of such lots.

4. Attached, marked Exhibit No. 3, is the consent of all public utilities to the abandonment.

5. Attached, marked Exhibit No. 4, is the consent of the City of College Station staff to the abandonment.

6. Attached, marked Exhibit No. 5, is the consent of all the abutting property owners, except the following: (if none, so state)

Name *Murphy Commercial Holdings, LLC* E-mail *terrence@terrencemurphy.c*

Street Address *302 Fidelity Street*

City *College Station* State *TX* Zip Code *77840*

Reason consent was not obtained: *Redeveloping 302 Fidelity St and does not want to do anything to delay approval.*

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

Name _____ E-mail _____

Street Address _____

City _____ State _____ Zip Code _____

Reason consent was not obtained: _____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:
This project is a redevelopment of the existing five (5) lots. All adjacent lots are currently developed and have access to public roadways, public utilities, and private utilities (i.e. gas, electric, communications).

8. That there is no current public need or use for the easement or right-of-way because:
Most of the existing PUEs are not in use. Existing PUEs that are in use can be abandoned either once the existing utility has be abandoned and/or relocated. These PUEs, in use, and their associated utility improvements have been coordinated with the perspective utility company.

9. That there is no anticipated future public need or use for the easement or right-of-way because:
In addition to Comment #8, the redevelopment of the existing five (5) lots will dedicate the necessary PUEs, via Replat.

10. That all public utilities have access to serve current and future customers because:
Existing water and sanitary sewer improvements are located along Highlands Street. Public water that serves 302 Fidelity Street will be rerouted as approved by CSU.

11. Such public right-of-way/easement has been and is being used as follows:
Most of the existing PUEs are not in use. The existing 20' PUE, between Lot 4R & 5R, currently contains 2" water line, Frontier communications, and Atmos Gas. The 2" water line will be relocated along the north size of Fidelity Street and the gas/communication line will be abandoned in place.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

[signature] - KYLE BURFORD
Signature and title
DIRECTOR

16/MARCH/2026
Date

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 16 day of March 2026, ~~2009~~ by Kyle Burford.

LYLAH TAYLOR
Notary Public
STATE OF TEXAS
ID# 135527808
My Comm. Exp. Aug. 13, 2029

[signature]
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *SE Corner of Fidelity St & Highlands St*

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

West Park Addition, Block 2, Lots 2R thru 5R & West Park Addition, Block 2, 15' of Lot 5, Lot 6, & 5' of Lot 7

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

FIELD NOTES DESCRIPTION

OF A

~6,825.2 SQUARE FEET PUBLIC UTILITY EASEMENT

TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY NO. 6, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF ~6,825.2 SQUARE FEET IN THE JOSEPH E. SCOTT LEAGUE NO. 6 SURVEY, ABSTRACT 50, IN BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 2R, BLOCK 2 OF WEST PARK ADDITION FILED IN VOLUME 11331, PAGE 115 OF OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID ~6,825.2 SQUARE FEET BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the southeast right-of-way line of Fidelity Street (50' wide right-of-way 11331/115 OPRBCT), same being the southwest line of a called 0.226 acre tract of land described in a deed to Murphy Commercial Holdings LLC recorded in Volume 19981, Page 101 (OPRBCT), and the north corner of said Lot 2R;

THENCE, with the common line of said Murphy Commercial Holdings LLC tract, and the northeast line of Lot 2R, **S 48° 02' 23" E**, a distance of **53.34 feet** to a 1/2 inch iron rod found for the north corner of Lot 3R, and being the east corner of Lot 2R;

THENCE, continuing with the common line of said Lot 3R and Lot 2R, **S 40° 48' 21" W**, a distance of **129.99 feet** to a 1/2 inch iron rod with a plastic cap stamped 'ATM SURVEYING' found in the northeast right-of-way line of Highlands Street (50' wide right-of-way 11331/115 OPRBCT), for the west corner of Lot 3R, the south corner of Lot 2R, and being **Reference Point 'A'**, a 1/2 inch iron rod found bears S 48° 09' 42" E a distance of 82.08 feet and S 47° 35' 02" E a distance of 67.87 feet, from which the City of College Station Monument CS94-220 bears S 86° 47' 47" E a distance of 3,870.65 feet;

THENCE, across this herein described easement, **N 14° 26' 58" E**, a distance of **11.26 feet** to a **Reference Point 'B'**;

THENCE, continuing through said Lot 2R, the following five (5) courses and distances:

1) **N 48° 09' 42" W,** a distance of **23.57 feet** to a point for corner;
2) With a curve to the right, having a radius of **15.36 feet**, an arc length of **23.58 feet**, a delta angle of **87° 56' 51",** and a chord which bears **N 03° 54' 22" W** a distance of **21.33 feet** to a point for corner;
3) **N 40° 56' 26" E,** a distance of **95.18 feet** to a point for corner;
4) **S 48° 02' 23" E,** a distance of **38.36 feet** to a point for corner;
5) **S 40° 48' 21" W,** a distance of **110.00 feet** to the **Reference Point 'B'**

THENCE, begin again at Reference Point 'A' and continue along the exterior boundary of Lot 2R, the following three (3) courses and distances:

1) **N 48° 09' 42" W,** a distance of **28.77 feet** to a 1/2 inch iron rod found;
2) With a curve to the right, having a radius of **25.00 feet**, an arc length of **35.30 feet**, a delta angle of **89° 49' 15",** and a chord which bears **N 03° 50' 26" W** a distance of **35.30 feet** to a 1/2 inch iron rod found;
3) **N 40° 56' 26" E,** a distance of **105.43 feet** to the **POINT OF BEGINNING** hereof and containing **6,825.2 square feet**, more or less.

Surveyed on the ground December 2025 under my supervision. See plat prepared March 2026 for other information. The bearing basis for this survey is based on the Texas Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010563561045 (calculated using GEOID12B). Reference drawing: 26-0291-Exhibit.

3/30/26

David Powell Brister
Registered Professional Land Surveyor No. 6537

KERR SURVEYING COMPANY
PROFESSIONAL LAND SURVEYING
TBPELS FIRM NO. 10018500
STATE OF TEXAS
THE BRAZOS VALLEY AND BEYOND

KERR
SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

FIELD NOTES DESCRIPTION

OF A

~6,491.1 SQUARE FEET PUBLIC UTILITY EASEMENT

TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY NO. 6, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF ~6,491.1 SQUARE FEET IN THE JOSEPH E. SCOTT LEAGUE NO. 6 SURVEY, ABSTRACT 50, IN BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 3R, BLOCK 2 OF WEST PARK ADDITION FILED IN VOLUME 11331, PAGE 115 OF OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID ~6,491.1 SQUARE FEET BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the southwest line of a called 0.226 acre tract of land described in a deed to Murphy Commercial Holdings LLC recorded in Volume 19981, Page 101 (OPRBCT), same being the east corner of Lot 2R, and the north corner of said Lot 3R;

THENCE, with the common line of said Murphy Commercial Holdings LLC tract, and the northeast line of Lot 3R, **S 48° 02' 23" E**, a distance of **49.99 feet** to a 1/2 inch iron rod found for the north corner of Lot 4R, and being the east corner of Lot 3R;

THENCE, continuing with the common line of said Lot 4R and Lot 3R, **S 40° 49' 40" W**, a distance of **129.88 feet** to a 1/2 inch iron rod found in the northeast right-of-way line of Highlands Street (50' wide right-of-way 11331/115 OPRBCT), for the west corner of Lot 4R, the south corner of Lot 3R, and being **Reference Point 'C'**, a 1/2 inch iron rod found bears S 48° 09' 42" E a distance of 32.14 feet and S 47° 35' 02" E a distance of 67.87 feet, from which the City of College Station Monument CS94-220 bears S 86° 47' 47" E a distance of 3,870.65 feet;

THENCE, across this herein described easement, **N 14° 28' 01" E**, a distance of **11.26 feet** to a **Reference Point 'D'**;

THENCE, continuing through said Lot 3R, the following four (4) courses and distances:

1) **N 48° 09' 42" W,** a distance of **39.94 feet** to a point for corner;
2) **N 40° 48' 21" E,** a distance of **109.98 feet** to a point for corner;
3) **S 48° 02' 23" E,** a distance of **39.99 feet** to a point for corner;
4) **S 40° 49' 40" W,** a distance of **109.89 feet** to the **Reference Point 'D'**

THENCE, begin again at Reference Point 'D' with the northeast right-of-way of Highlands Street, and the southwest corner of Lot 3R, **N 48° 09' 42" W**, a distance of **49.94 feet** to a 1/2 inch iron rod with a plastic cap stamped 'ATM SURVEYING' found for the south corner of Lot 2R, and the west corner of Lot 3R;

THENCE, with the common line of Lot 2R and Lot 3R, **N 40° 48' 21" E**, a distance of **129.99 feet** to the **POINT OF BEGINNING** hereof and containing **6,491.1 square feet**, more or less.

Surveyed on the ground December 2025 under my supervision. See plat prepared March 2026 for other information. The bearing basis for this survey is based on the Texas Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010563561045 (calculated using GEOID12B). Reference drawing: 26-0291-Exhibit.

3/30/26

David Powell Brister

Registered Professional Land Surveyor No. 6537

KERR SURVEYING

Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802

Office: (979) 268-3195 | Web: www.kerrlandsurveying.com

Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

KERR SURVEYING

FIELD NOTES DESCRIPTION

OF A

~6,673.5 SQUARE FEET PUBLIC UTILITY EASEMENT

TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY NO. 6, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF ~6,673.5 SQUARE FEET IN THE JOSEPH E. SCOTT LEAGUE NO. 6 SURVEY, ABSTRACT 50, IN BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 4R, BLOCK 2 OF WEST PARK ADDITION FILED IN VOLUME 11331, PAGE 115 OF OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID ~6,673.5 SQUARE FEET BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in the southwest line of a called 0.226 acre tract of land described in a deed to Murphy Commercial Holdings LLC recorded in Volume 19981, Page 101 (OPRBCT), same being the east corner of Lot 3R, and the north corner of said Lot 4R;

THENCE, with the common line of said Murphy Commercial Holdings LLC tract, and the northeast line of Lot 4R, **S 48° 02' 23" E**, a distance of **52.80 feet** to an 'X' in concrete set for the interior corner of Lot 5R, and being the east corner of Lot 4R;

THENCE, continuing with the common line of said Lot 5R and Lot 4R, **S 42° 03' 15" W**, a distance of **129.93 feet** to an 'X' in concrete set in the northeast right-of-way line of Highlands Street (50' wide right-of-way 11331/115 OPRBCT), for the most westerly corner of Lot 5R, the south corner of Lot 4R, and being **Reference Point 'E'**, a 1/2 inch iron rod found bears S 47° 35' 02" E a distance of 50.00 feet, from which the City of College Station Monument CS94-220 bears S 86° 47' 47" E a distance of 3,870.65 feet;

THENCE, across this herein described easement, **N 03° 19' 27" W**, a distance of **14.05 feet** to a **Reference Point 'F'**;

THENCE, continuing through said Lot 4R, the following four (4) courses and distances:

1) **N 47° 46' 11" W,** a distance of **35.23 feet** to a point for corner;
2) **N 40° 49' 40" E,** a distance of **109.90 feet** to a point for corner;
3) **S 48° 02' 23" E,** a distance of **37.58 feet** to a point for corner;
4) **S 42° 03' 15" W,** a distance of **110.05 feet** to the **Reference Point 'F'**

THENCE, begin again at Reference Point 'E' continuing with the northeast line of Highlands Street, and the southwest line of said Lot 4R, the following two (2) courses and distances:

1) **N 47° 35' 02" W,** a distance of **17.87 feet** to a 1/2 inch iron rod with a plastic cap stamped 'KERR SURVEYING' set;
2) **N 48° 09' 42" W,** a distance of **32.14 feet** to a 1/2 inch iron rod found for the south corner of Lot 3R and the west corner of said Lot 4R;

THENCE, with the common line of Lot 3R and Lot 4R, **N 40° 49' 40" E**, a distance of **129.88 feet** to the **POINT OF BEGINNING** hereof and containing **6,673.5 square feet**, more or less.

Surveyed on the ground December 2025 under my supervision. See plat prepared March 2026 for other information. The bearing basis for this survey is based on the Texas Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010563561045 (calculated using GEOID12B). Reference drawing: 26-0291-Exhibit.

3/30/26

David Powell Brister
Registered Professional Land Surveyor No. 6537

STATE OF TEXAS
REGISTERED
DAVID POWELL BRISTER
6537
PROFESSIONAL
LAND SURVEYOR

KERR SURVEYING
Kerr Surveying, LLC | 1718 Briarcrest Dr. Bryan, TX 77802
Office: (979) 268-3195 | Web: www.kerrlandsurveying.com
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

FIELD NOTES DESCRIPTION

OF A

~12,573.7 SQUARE FEET PUBLIC UTILITY EASEMENT

TO BE ABANDONED

JOSEPH E. SCOTT LEAGUE SURVEY NO. 6, ABSTRACT 50

COLLEGE STATION, BRAZOS COUNTY, TEXAS

A FIELD NOTES DESCRIPTION OF ~12,573.7 SQUARE FEET IN THE JOSEPH E. SCOTT LEAGUE NO. 6 SURVEY, ABSTRACT 50, IN BRAZOS COUNTY, TEXAS, BEING OVER, ACROSS AND UPON LOT 5R, BLOCK 2 OF WEST PARK ADDITION FILED IN VOLUME 11331, PAGE 115 OF OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS (OPRBCT); SAID ~12,573.7 SQUARE FEET BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 1/2 inch iron rod found in in the southwest line of an apparent 15' wide alley in West Park Addition, same being the north corner of a tract of land described as being the southeast 15' of Lot 5, All of Lot 6, and the northwest 5' of Lot 7,Block 2 of West Park Addition filed in Volume 102, Page 198 of the Deed Records of Brazos County, Texas (DRBCT), described to Optimal Housing Two, LLC recorded in Volume 19565, Page 250 (OPRBCT), the east corner of Lot 5R;

THENCE, with the common line of said Optimal Housing Two, LLC tract, and the southeast line of Lot 5R, **S 42° 09' 06" W**, a distance of **214.82 feet** to a 1/2 inch iron rod found in the northeast right-of-way line of Highlands Street (50' wide right-of-way 11331, Page 115 OPRBCT), same being the west corner of said Optimal Housing Two, LLC tract, the south corner of Lot 5R, and being **Reference Point 'G'**, a City of College Station Monument CS94-220 bears S 86° 47' 47" E a distance of 3,870.65 feet;

THENCE, across this herein described easement, **N 15° 38' 23" E**, a distance of **11.20 feet** to a **Reference Point 'H'**;

THENCE, continuing through said Lot 5R, the following six (6) courses and distances:

1) **N 47° 35' 02" W,** a distance of **35.01 feet** to a point for corner;
2) **N 42° 03' 15" E,** a distance of **130.01 feet** to a point for corner;
3) **N 48° 02' 23" W,** a distance of **20.70 feet** to a point for corner;
4) **N 41° 10' 41" E,** a distance of **64.80 feet** to a point for corner;
5) **S 47° 45' 44" E,** a distance of **57.04 feet** to a point for corner;
6) **S 42° 09' 06" W,** a distance of **194.80 feet** to the **Reference Point 'H'**

THENCE, begin again at Reference Point 'G' continuing with the northeast line of Highlands Street, and the southwest line of Lot 5R, **N 47° 35' 02" W**, a distance of **50.00 feet** to an 'X' in concrete set for the south corner of Lot 4R, and the most westerly corner of Lot 5R;

THENCE, with the common line of Lot 4R and Lot 5R, the following two (2) courses and distances:

1) **N 42° 03' 15" E,** a distance of **129.93 feet** to an 'X' in concrete set for the east corner of Lot 4R, and being an interior corner of Lot 5R;
2) **N 48° 02' 23" W,** a distance of **20.55 feet** to a 1/2 inch iron rod with a plastic cap stamped 'KERR SURVEYING' set for the south corner of a called 0.226 acre tract of land described in a deed to Murphy Commercial Holdings LLC recorded in Volume 19981, Page 101 (OPRBCT), and being a west corner of Lot 5R;

THENCE, with the common line of said Murphy Commercial Holdings LLC tract and said Lot 5R, **N 41° 10' 41" E**, a distance of **84.85 feet** to a point for corner for in the southwest line of said 15' wide alley, same being the east corner of said Murphy Commercial Holdings LLC tract, and the north corner of Lot 5R, from which a 1/2 inch iron rod with a plastic cap stamped 'KERR 4502' found bears N 41° 10' 41" E a distance of 0.73 feet;

THENCE, with the southwest line of said 15' wide alley, and the northeast line of Lot 5R, **S 47° 45' 44" E**, a distance of **72.21 feet** to the **POINT OF BEGINNING** hereof and containing **12,573.7 square feet**, more or less.

Surveyed on the ground December 2025 under my supervision. See plat prepared March 2026 for other information. The bearing basis for this survey is based on the Texas Coordinate System of 1983 (NAD83), Central Zone, Grid North as established from GPS observation using the Leica Smartnet NAD83 (NA2011) Epoch 2010 Multi-year CORS Solution 2 (MYCS2). Distances described herein are surface distances. To obtain grid distances (not grid areas) divide by a combined scale factor of 1.00010563561045 (calculated using GEOID12B). Reference drawing: 26-0291-Exhibit.

3/30/26

David Powell Brister
Registered Professional Land Surveyor No. 6537

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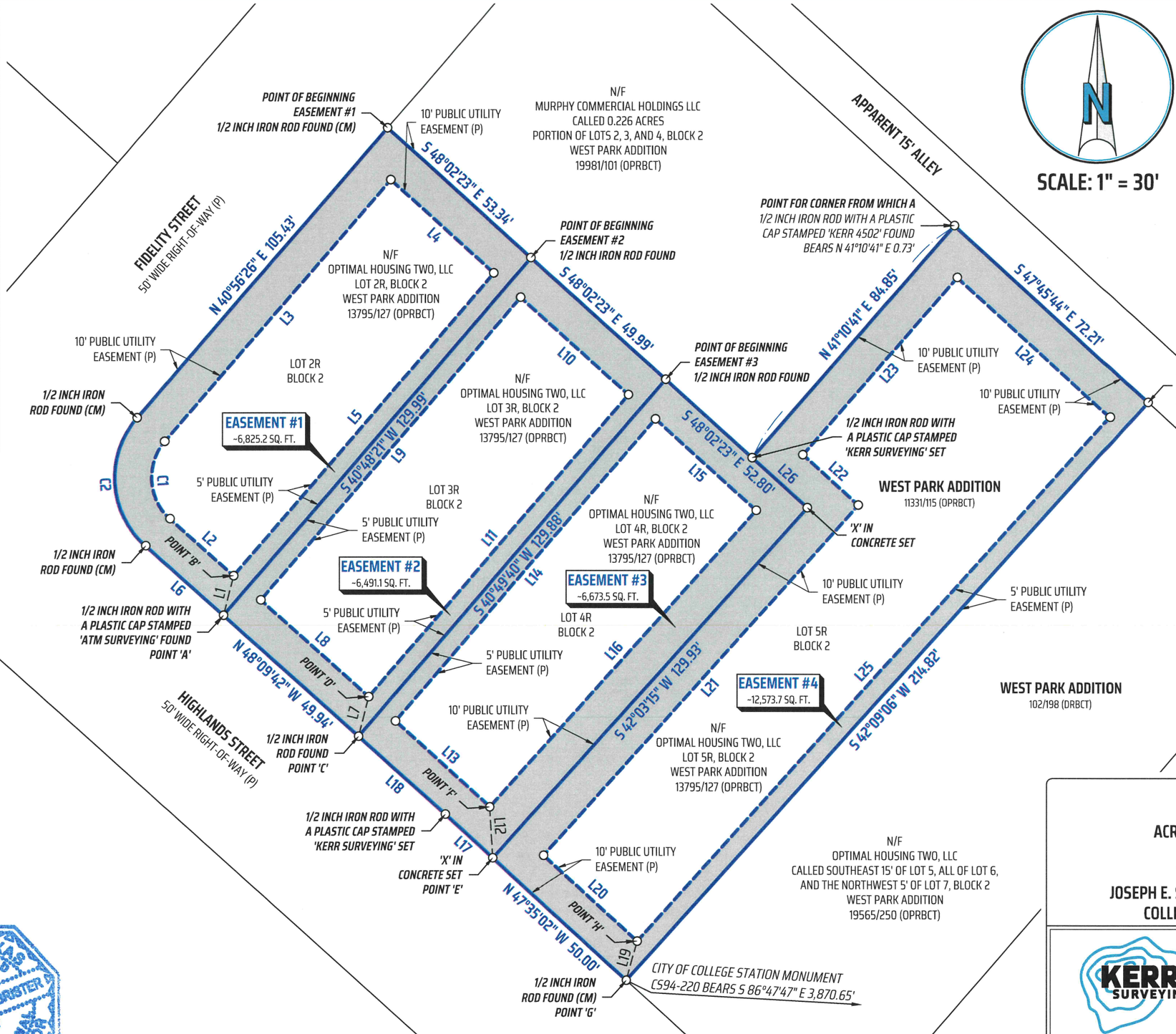
Surveys@kerrsurveying.net | TBPELS Firm No. 10018500

Location: *SE Corner of Fidelity St & Highlands St*

EXHIBIT NO. 2

Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement sought to be vacated is situated, and the addition or subdivision in which the portion of the public right-of-way/easement sought to be abandoned is situated. Also, the names of record owners of the abutting lots are shown.

LINE	BEARING	DISTANCE
L1	N 14°26'58" E	11.26'
L2	N 48°09'42" W	23.57'
L3	N 40°56'26" E	95.18'
L4	S 48°02'23" E	38.36'
L5	S 40°48'21" W	110.00'
L6	N 48°09'42" W	28.77'
L7	N 14°28'01" E	11.26'
L8	N 48°09'42" W	39.94'
L9	N 40°48'21" E	109.98'
L10	S 48°02'23" E	39.99'
L11	S 40°49'40" W	109.89'
L12	N 03°19'27" W	14.05'
L13	N 47°46'11" W	35.23'
L14	N 40°49'40" E	109.90'
L15	S 48°02'23" E	37.58'
L16	S 42°03'15" W	110.05'
L17	N 47°35'02" W	17.87'
L18	N 48°09'42" W	32.14'
L19	N 15°38'23" E	11.20'
L20	N 47°35'02" W	35.01'
L21	N 42°03'15" E	130.01'
L22	N 48°02'23" W	20.70'
L23	N 41°10'41" E	64.80'
L24	S 47°45'44" E	57.04'
L25	S 42°09'06" W	194.80'
L26	N 48°02'23" W	20.55'



SCALE: 1" = 30'

GENERAL NOTES

BEARING SYSTEM SHOWN HEREON IS BASED ON TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE (4203), GRID NORTH AS ESTABLISHED FROM GPS OBSERVATION USING THE LEICA SMARTNET NAD83 (NA2011) EPOCH 2010 MULTI-YEAR CORS SOLUTION 2 (MYCS2).

DISTANCES SHOWN HEREON ARE SURFACE DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN GRID DISTANCES (NOT AREAS) DIVIDE BY A COMBINED SCALE FACTOR OF 1.00010563561045 (CALCULATED USING GEOID12B).

(CM) INDICATES A CONTROLLING MONUMENT FOUND AND USED AS THE BASIS FOR ESTABLISHING PROPERTY BOUNDARIES. OTHER MONUMENTS DESCRIBED AS "FOUND" ARE SHOWN AT THEIR LOCATED POSITIONS AND WERE CONSIDERED AS SUPPORTIVE EVIDENCE OF THE BOUNDARY SHOWN HEREON.

THIS PLAT WAS PREPARED IN CONJUNCTION WITH A FIELD NOTES DESCRIPTION (METES AND BOUNDS). THE PLAT AND FIELD NOTES ARE INTENDED TO BE ONE INSTRUMENT TOGETHER.

LEGEND:

DRBCT = DEED RECORDS OF BRAZOS COUNTY, TEXAS

ORBCT = OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS

OPRBCT = OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

123/456 = VOLUME AND PAGE FROM PUBLIC COUNTY RECORDS

N/F = NOW OR FORMERLY

( ) = RECORD INFORMATION

P = PLAT RECORDED IN VOLUME 11331, PAGE 115 (OPRBCT)

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	15.36'	23.58'	87°56'51"	N 03°54'22" W	21.33'
C2	25.00'	39.19'	89°49'15"	N 03°50'26" W	35.30'

3-30-26

STATE OF TEXAS
REGISTERED
DAVID POWELL BRISTER
6657
PROFESSIONAL
LAND SURVEYOR

PROPOSED ABANDONMENTS FOR PUBLIC UTILITY EASEMENTS ACROSS AND UPON LOTS 2R-5R, BLOCK 2 WEST PARK ADDITION VOLUME 11331, PAGE 115 OPRBCT JOSEPH E. SCOTT LEAGUE SURVEY NO. 6, ABSTRACT 50 COLLEGE STATION, BRAZOS COUNTY, TEXAS

KERR SURVEYING

"When one person stands to gain over another, the facts must be uncovered"

SCALE: 1 INCH = 30 FEET
FIELD SURVEY DATE: 12-18-2025 | PLAT DATE: 03-30-2026
JOB NUMBER: 26-0291 | CAD NAME: 26-0291-EXHIBIT
POINT FILE: SWOOD-GTG (cont); 25-1520 (job)
DRAWN BY: WW CHECKED BY: DB

PREPARED BY: KERR SURVEYING, LLC
TBPELS FIRM#10018500
1718 BRIARCREST DRIVE, BRYAN, TEXAS 77802
PHONE: (979) 268-3195
SURVEYS@KERRSURVEYING.NET | KERRLANDSURVEYING.COM

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *SE Corner of Fidelity St & Highlands St*

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: Engineer 3

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *SE Corner of Fidelity St & Highlands St*

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: *Michael R Zwernemann*

Title: *OSP Engineering*

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *SE Corner of Fidelity St & Highlands St*

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: Brian Pruett

Title: Construction ops Supervisor

BRYAN TEXAS UTILITIES

By: _____

Title: _____

Location: *SE Corner of Fidelity St & Highlands St*

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: Larry Hintzel

Title: Engineering Line Design Manager

VERIZON TELEPHONE COMPANY

BY: _____
Title _____

WELLBORN SUD

BY: _____
Title General Manager

OTHER: _____

BY: _____
Title _____

OTHER: _____

BY: _____
Title _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *SE Corner of Fidelity St & Highlands St*

300 Fidelity & 601, 603A, and 603B Highlands St
ABAN2026-000004

EXHIBIT NO. 4

The undersigned, City staff of the City of College Station, certify that they have carefully considered the Application for Abandonment of the public right-of-way/easement referred to above from the standpoint of City of College Station ordinances and with respect to present and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

Carol Cotter
City Engineer
City of College Station

Brian Binford
Building Official
City of College Station

Anthony Armstrong
Zoning Official
City of College Station

James Bishop
Fire Marshal
City of College Station

William Glenn Gavit
Electric Department
City of College Station

Water Services Department
City of College Station

Emily Fisher
Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *SE Corner of Fidelity St & Highlands St*

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: Alya Hills LLC
ADDRESS: 607 Highlands St,
College Station, TX 77840
Manoj

NAME:
ADDRESS:

NAME:
ADDRESS:

NAME:
ADDRESS:

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING THE FULL 11759.1 SQUARE FEET OF VARIABLE WIDTH PUBLIC UTILITY EASEMENT, SAID EASEMENT BEING OVER, ACROSS AND UPON THE WEST PARK ADDITION BLOCK 2, LOTS 2R, 3R, 4R, & 5R, ACCORDING TO THE PLAT RECORDED IN VOLUME 11331, PAGE 115 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of the full 11759.1 Square Foot of the Variable Width Public Utility Easement, said Easement being over, across, and upon, the West Park Addition Block 2, Lots 2R, 3R, 4R, & 5R of the West Park Addition, according to the plat recorded in Volume 11331, Page 115, of the Official Records of Brazos County, Texas, as described in **Exhibit "A",** attached hereto (such portion hereinafter referred to as "the Public Utility Easements"); and

WHEREAS, in order for the Public Utility Easements to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Utility Easements described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Utility Easements will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Public Utility Easements.

3. There is no anticipated future public need or use for the Public Utility Easements.

4. Abandonment of the Public Utility Easements will not impact access for all public utilities to serve current and future customers.

PART 2: That the Public Utility Easements as described in **Exhibit "A"** be abandoned and vacated by the City.

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

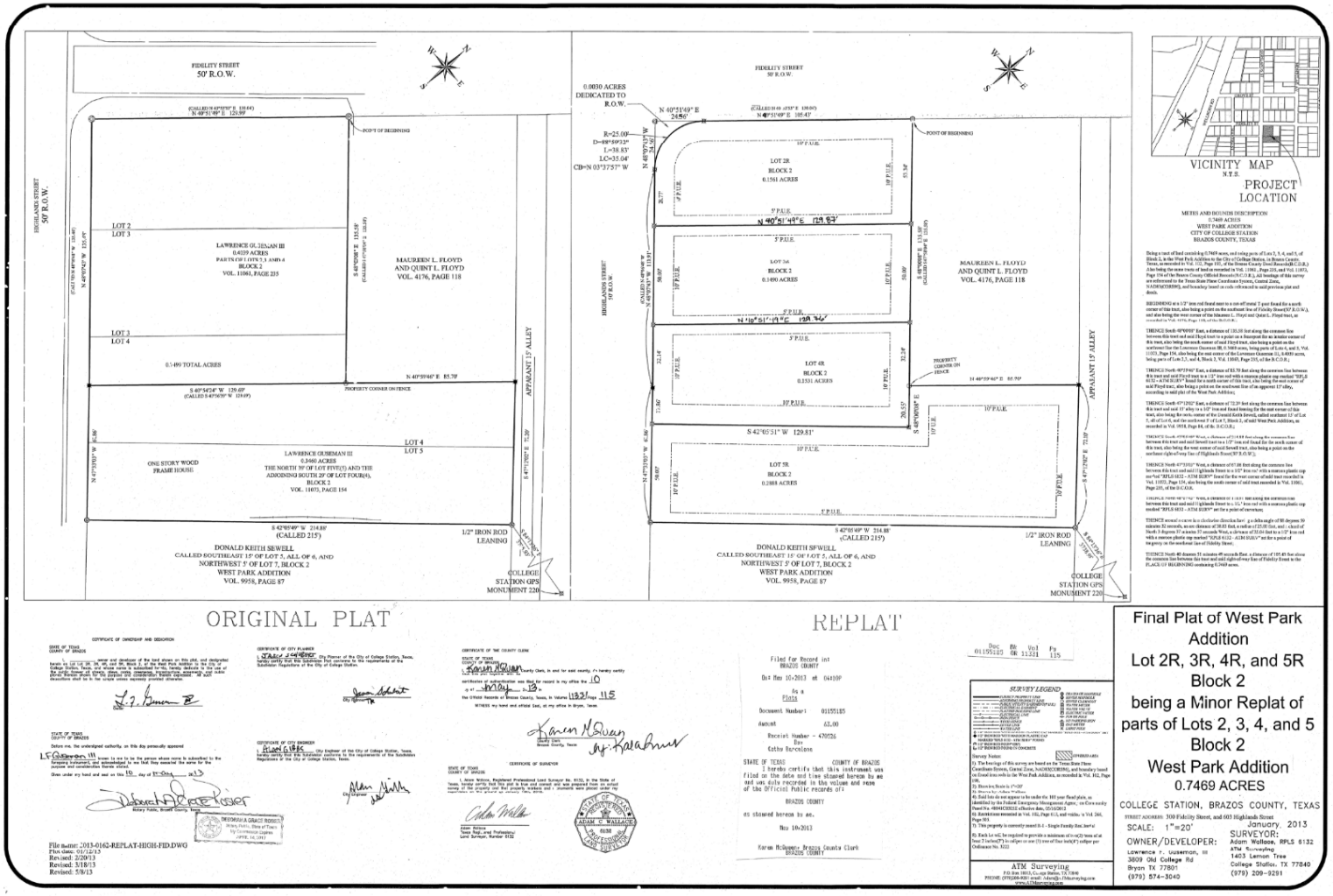
ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

Exhibit "A"


ORIGINAL PLAT
REPLAT
VICINITY MAP
PROJECT LOCATION
Final Plat of West Park Addition
Lot 2R, 3R, 4R, and 5R
Block 2
being a Minor Replat of
parts of Lots 2, 3, 4, and 5
Block 2
West Park Addition
0.7469 ACRES
COLLEGE STATION, BRAZOS COUNTY, TEXAS
SCALE: 1"=20'
January, 2013
OWNER/DEVELOPER:
SURVEYOR:
Adam Wallace, RPLS 6132
ATM Surveying
1403 Lemon Tree
College Station, TX 77840
(979) 209-9291
3809 Old College Rd
Bryan TX 77801
(979) 574-3040
FIDELITY STREET
50' R.O.W.
HIGHLANDS STREET
50' R.O.W.
APPALANT 15' ALLEY
POINT OF BEGINNING
LOT 2
LOT 3
LOT 4
LOT 5
LAWRENCE GUSEMAN III
0.4239 ACRES
PARTS OF LOTS 2, 3 AND 4
BLOCK 2
VOL. 11065, PAGE 235
MAUREEN L. FLOYD
AND QUINT L. FLOYD
VOL. 4176, PAGE 118
0.7499 TOTAL ACRES
ONE STORY WOOD
FRAME HOUSE
LAWRENCE GUSEMAN III
0.3466 ACRES
THE NORTH 70' OF LOT FIVE(5) AND THE
ADJOINING SOUTH 20' OF LOT FOUR(4),
BLOCK 2
VOL. 11073, PAGE 154
PROPERTY CORNER ON FENCE
1/2" IRON ROD
LEANING
DONALD KEITH SEWELL
CALLED SOUTHEAST 15' OF LOT 5, ALL OF 6, AND
NORTHWEST 5' OF LOT 7, BLOCK 2
WEST PARK ADDITION
VOL. 9958, PAGE 87
COLLEGE
STATION GPS
MONUMENT 220
0.0030 ACRES
DEDICATED TO
R.O.W.
R=25.00'
D=88°59'23"
L=38.83'
LC=35.04'
CB=N 03°37'57" W
LOT 2R
BLOCK 2
0.1561 ACRES
LOT 3R
BLOCK 2
0.1490 ACRES
LOT 4R
BLOCK 2
0.1531 ACRES
LOT 5R
BLOCK 2
0.2888 ACRES
10' P.U.E.
5' P.U.E.
S 42°05'51" W 129.83'
(CALLED 215')
SURVEY LEGEND
Filed for Record in
BRAZOS COUNTY
Oct 10 2013 at 04:10P
As a
Plats
Document Number: 01155185
Amount 43.00
Receipt Number - 470526
By
Cathy Barcelona
STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and PAGE
of the Official Public records of
BRAZOS COUNTY
as stamped hereon by me.
Dec 10 2013
Karen McQueen Brazos County Clerk
BRAZOS COUNTY
Doc# 01155185 BK Vol 11231 Pg 115
ATM Surveying
PO Box 10015, College Station, TX 77842
PHONE: (979)268-4981 email: Adam@18thsurveying.com
www.18thsurveying.com
File Name: 2013-0162-REPLAT-HIGH-FID.DWG
Plot date: 01/12/13
Revised: 2/20/13
Revised: 5/10/13
Revised: 5/8/13

August 27, 2026
Item No. 9.1.
Items of Community Interest and Council Calendar

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of August 28th thru September 15th:

August 28 - Texas Aggie Corps of Cadets Association Ribbon Cutting
September 1 – Zoning Board of Adjustments Meeting
September 2 - Legislative Affairs Committee Meeting
September 2 - Tourism Committee Meeting
September 3 – Planning and Zoning Commission Meeting
September 7 - Labor Day | City Offices Closed
September 8 - Parks Board Meeting
September 10 – Rock Prairie Management District No. 2
September 10 - City Council Meeting

Budget & Financial Summary: None.

Attachments:
None

August 27, 2026
Item No. 10.1.
Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:
None