College Station, TX

Meeting Agenda - Amended
City Council
1101 Texas Ave, College Station, TX 77840
Internet: www.microsoft.com/microsoft-teams/join-a-meeting
Meeting ID: 287 987 474 175 | Passcode: gZw5cS
Phone: 469-480-7460 | Phone Conference: 168 564 318#

October 22, 2026	3:00 PM	City Hall Council Chambers

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

1. Call to Order.

2. Executive Session Agenda.

Executive Session is closed to the public and will be held in the 1938 Executive Conference Room. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop, 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. 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. City Attorney
b. City Secretary
c. Municipal Court Judge
d. Internal Auditor
e. City Manager
f. Council Self -Evaluation

2.4. **Economic Incentive Negotiations {Gov't Code Section 551.087};**
Possible action. The City Council may deliberate on commercial or financial information that the City Council has received from a business prospect that the City Council seeks to have locate, stay or expand in or near the city which the City Council in conducting economic development negotiations may deliberate on an offer of financial or other incentives for a business prospect. After executive session discussion, any final action or vote taken will be in public. The following subject(s) maybe discussed:
a. Economic development agreement for a development within the Midtown Business Park relating to baseball fields.
b. Economic development agreement regarding land generally located between Pebble Creek and Southern Pointe subdivisions.
c. Economic development agreement for a development located in the BioCorridor.

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 of a proclamation recognizing November 7, 2025 as "Texas Arbor Day."
Sponsors: Kelsey Heiden
Attachments: 1. 26 Texas Arbor Day

5.2. Presentation proclaiming the week of November 2–6, 2026 as "Municipal Court Week."
Sponsors: Tanya Smith
Attachments: 1. 26 Municipal Court Week

5.3. Presentation of a proclamation recognizing the month of October 2026 as the "National Chiropractic Health Month."
Sponsors: Tanya Smith
Attachments: 1. 26 National Chiropractic Heath Month

6. Hear Visitors.

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

7. Consent Agenda.

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

7.1. Presentation, discussion, and possible action of minutes for:
• October 8, 2026 Council Meeting

Sponsors: Tanya Smith

Attachments:
1. CCM100826 DRAFT Minutes

7.2. Presentation, discussion, and possible action on a construction contract with Cash Construction Company, Inc. in the amount of $13,644,510 for Northeast Sewer Trunk Line Ph 3 Project, plus the City's contingency amount of $1,000,000 for a total approval of $14,644,510 and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Sponsors: Jennifer Cain

Attachments:
1. NETL Ph 3 location map
2. NETL Ph 3 Contract
3. NETL Ph 3 Resolution
4. NETL Ph 3 Bid Summary

7.3. Presentation, discussion, and possible action on a construction contract with Brazos Paving, Inc. in the amount of $12,337,955.05 for the Jones Butler Extension & Roundabout Project, plus the City's contingency amount of $1,250,000 for a total approval of $13,587,955.05 and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Sponsors: Susan Monnat, Jennifer Cain

Attachments:
1. Jones Butler Project Location Map
2. Jones Butler Contract
3. Jones Butler Resolution
4. Jones Butler Ext Bid Summary

7.4. Presentation, discussion, and possible action on Amendment No. 3 to the Jones Butler Extension and Roundabout Design Contract with Kimley-Horn and Associates, Inc. (KHA) increasing the contract amount by $913,181 adding a specialized construction inspector to provide technical oversight and additional construction phase and close out services.

Sponsors: Susan Monnat, Jennifer Cain

Attachments:
1. Amendment No. 3 with Change Order

7.5. Presentation, discussion, and possible action on an agreement between the City of College Station and Union Pacific Railroad (UPRR) for reimbursement by the CIty estimated at $60,000 for preliminary engineering services in order to relocate the railroad crossing at Capstone to realign to Barron Road.

Sponsors: Susan Monnat, Jennifer Cain

Attachments:
1. Capstone Barron UPRR Reimbursement Agreement
2. Capstone Barron Project Location Map

7.6. Presentation, discussion, and possible action on a contract amendment to the 2016 Design Contract with Halff Associates, Inc. in the amount of $78,938 for the Capstone Realignment and Barron Road Reconstruction Projects.

Sponsors: Susan Monnat, Jennifer Cain

Attachments:
1. Barron Capstone Change Order 5
2. Barron Capstone Project Location Map

7.7. Presentation, discussion, and possible action regarding a mutual settlement and release agreement with Halff Associates and CME Testing and Engineering.

Sponsors: Adam Falco, Jennifer Cain

Attachments:
1. Mutual Settlement and Release Halff CME

7.8. Presentation, discussion, and possible action on a contract between the City of College Station and McCord Engineering for electric engineering and design services for the construction of the new CSU Southeast Substation, for an amount not to exceed $1,000,000.

Sponsors: Glenn Gavit

Attachments:
1. 27300013--LKPcc (CC 10.22.26) -signed

7.9. Presentation, discussion, and possible action on a contract with Governmentjobs.com, Inc. doing business as NEOGOV for PowerDMS software subscriptions for $114,117.71.

Sponsors: Sam Rivera

Attachments:
1. Contract

7.10. Presentation, discussion, and possible action on a contract under the Master Purchase Agreement with Kudelski Security, Inc. for Okta Identity and Access Management subscriptions for $206,540.12.

Sponsors: Sam Rivera

Attachments:
1. Contract Order

7.11. Presentation, discussion, and possible action regarding adoption of a resolution granting consent to Rock Prairie Management District No. 2 for the sale and issuance of unlimited tax water, sewer and drainage bonds, series 2026, in an amount not to exceed $2,500,000.

Sponsors: Mary Ellen Leonard

Attachments:
1. 2026 Road Bonds - City Consent Resolution (1)
2. Rock Prairie MD 2, 2026 BA No Growth Cash Flow
3. Rock Prairie MD 2, 2026 Draft NOS (10.14.26)
4. Rock Prairie MD 2, 2026 Draft POS (10.14.26)
5. Rock Prairie, 2026 Letter to City re Bond Requirements
6. RPMD - $2,500,000 Unlimited Tax Bonds, Series 2026 Bond Order

7.12. Presentation, discussion, and possible action on a resolution to accept and authorize $750,000 in Community Project Funding (CPF) through the U.S. Environmental Protection Agency on the water and wastewater project known as Carter's Grove Utility Rehabilitation.

Sponsors: Frank Myers

Attachments:
1. Resolution accepting CPF for Carters Grove Rehab Project
2. EPA Grant Award Terms
3. Letter Requesting Community Project Funding

7.13. Presentation, discussion, and possible action on a contract with Zone Industries, Inc. in the amount of $145,000 plus a $14,500 contingency, for a total appropriation of $159,500 for the replacement of one variable frequency drive (VFD) for a high-service pump at the Dowling Road Pump Station. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Sponsors: Gary Mechler, Stephen Maldonado

Attachments: 1. Contract 27300019

8. Workshop Agenda.

8.1. Presenting and discussion regarding an annual update from the Planning and Development Services department.

Sponsors: Anthony Armstrong

Attachments: None

9. Regular Agenda.

9.1. Public Hearing, presentation, discussion, and possible action regarding an ordinance amending Appendix A, Unified Development Ordinance, Article 6 "Use Regulations", Section 6.3.C "Use Table" 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 relating to the use table and the definition of a data center.

Sponsors: Robin Macias

Attachments: 1. Sec. 6.3. Redlines
2. Sec. 11.2. Redlines
3. Ordinance

9.2. Public Hearing, presentation, discussion, and possible action on an ordinance amending the College Station Comprehensive Plan by repealing the Parks and Recreation Master Plan dated July 2011 in Ordinance No. 3358 and adopting the 2027-2032 Parks and Recreation Master Plan.

Sponsors: Kelsey Heiden

Attachments: 1. Ordinance and Parks and Recreation Master Plan 2026

9.3. Public Hearing, presentation, discussion, and possible action regarding an Ordinance amending the Comprehensive Plan by amending the Thoroughfare Plan and the Active Transportation Master Plan for the proposed Savannah Oaks Subdivision in south College Station, to realign four thoroughfares, reclassify two thoroughfares, remove a future bicycle pedestrian grade separated crossing, realign the future Alum Creek shared use path, and modify future bike lanes and sidewalks to shared use paths.

Sponsors: Jesse DiMeolo

Attachments: 1. Ordinance
2. Thoroughfare Plan Amendment Exhibit
3. Bicycle Plan Amendment Exhibit
4. Pedestrian Plan Amendment Exhibit
5. Applicants Supporting Information

9.4. 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 R Rural & CI Commercial Industrial to PDD Planned Development District (1,104.1 acres) & P-MUD Planned Mixed-Use District (162.6 acres) for the Savannah Oaks Planned Development including single-family, multi-family, commercial, parks and trails on

approximately 1,266.7 acres generally located east of the intersection of State Highway 6 and Nantucket Drive, between the Pebble Creek Subdivision and the Southern Pointe Subdivision.

Sponsors: Jeff Howell

Attachments:
1. Ordinance
2. Aerial and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Existing Future Land Use Map
7. Rezoning Map
8. Concept Plan
9. Savannah Oaks Planned Development document with Exhibits A-H

9.5. Public Hearing, presentation, discussion, and possible action on an ordinance vacating and abandoning a 0.017-acre portion of a 30-foot-wide Landscape, Access, and Utility Easement located along Lot 2, Block 4 of The Business Center at College Station Subdivision, Phase Two, Brazos County, Texas according to the plat recorded in Volume 3490, Page 267 of the Official Public Records of Brazos County, Texas.

Sponsors: Cole Gabelman

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

9.6. Public Hearing, presentation, discussion, and possible action on an ordinance vacating and abandoning a 0.058-acre portion of a 50-foot-wide Drainage, and Public Utility Easement located along Lot 1R, Block 4 of The Business Center at College Station Subdivision, Phase Three, Brazos County, Texas according to the plat recorded in Volume 3764, Page 130 and Volume 11640, Page 99 of the Official Public Records of Brazos County, Texas.

Sponsors: Cole Gabelman

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

9.7. Public Hearing, presentation, discussion, and possible action on an ordinance vacating and abandoning a 0.042-acre portion of a 30-foot-wide Landscape and Utility Easement located along Lot 1R, Block 4 of The Business Center at College Station Subdivision, Phase Three, Brazos County, Texas according to the plats recorded in Volume 3764, Page 130, and Volume 11640, Page 99 of the Official Public Records of Brazos County, Texas.

Sponsors: Cole Gabelman

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

9.8. Public Hearing, presentation, discussion, and possible action on an ordinance amending Appendix A, Unified Development Ordinance, Article 7, "General Development Standards," Section 7.3.K "Drive-Thru Facility Queuing Requirements", of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to off-street drive-thru queuing requirements.

Sponsors: Joe Allen
Attachments: 1. Ordinance
2. Redlines

10. Items of Community Interest and Council Calendar.

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

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

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

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

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

13. Adjourn.

The City Council may adjourn into Executive Session to consider any item listed on the agenda if a matter is raised that is appropriate for Executive Session discussion. 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 October 15, 2026 at 5:30 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.

October 22, 2026
Item No. 5.1.

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:
Core Services and Infrastructure
Sustainable City

Recommendation(s):

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

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

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

Budget & Financial Summary: N/A

Attachments:
1. 26 Texas Arbor Day

Proclamation

Texas Arbor Day

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

Whereas: trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

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

Whereas: the Texas A&M Forest Service alongside College Station Parks and Recreation Department is celebrating the many Treats that Texas Trees provide on Friday, Oct. 23rd at Trunk or Tree-t at Wolf Pen Creek Park, and

Whereas: the A&M Garden Club has endeavored alongside the College Station Parks and Recreation Department to increase the habitat and food for native animals and will plant trees to honor the memory of past Club members on November 6, 2026, at 9:30 a.m. in Richard Carter Park;

Now, Therefore, I, John P. Nichols, by virtue of authority vested in me as Mayor of the City of College Station, Texas, do hereby proclaim November 6, 2026, as

Texas Arbor Day

In Testimony Whereof, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas on this 22nd day of October 2026.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

October 22, 2026
Item No. 5.2.
Proclaiming November 2nd-6th as Municipal Court Week

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: N/A

Agenda Caption: Presentation proclaiming the week of November 2–6, 2026 as "Municipal Court Week."

Relationship to Strategic Goals:
- Good Governance

Recommendation(s): Receive the Proclamation.

Summary: Join municipal courts, city councils, and communities throughout Texas in showing appreciation for the dedicated municipal judges, court clerks, court administrators, prosecutors, bailiffs, and warrant officers who comprise the Texas municipal courts from November 6-10, 2023. Municipal Court Week is a great time to not only recognize how much municipal courts do, but to share with the public the important role that local courts and their personnel play in the criminal justice system and the larger community.

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

Budget & Financial Summary: None.

Attachments:
1. 26 Municipal Court Week

Proclamation

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

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

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

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

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

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

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

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

NOW, THEREFORE, I, John P. Nichols, by virtue of the authority vested in me as Mayor of the City of College Station, Texas, do hereby proclaim November 2-6, 2026 as

Municipal Court Week

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

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the seal of the City of College Station, Texas this 22nd Day of October, 2026.

John P. Nichols
Mayor

Attest:

Tanya Smith
City Secretary

October 22, 2026
Item No. 5.3.
National Chiropractic Health Month

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation of a proclamation recognizing the month of October 2026 as the "National Chiropractic Health Month."

Relationship to Strategic Goals:

Recommendation(s):

Summary:

Budget & Financial Summary:

Attachments:
1. 26 National Chiropractic Heath Month

Proclamation

WHEREAS: the musculoskeletal system is made up of more than 300 joints that enable our bodies to move and engage in physical activity as well as activities of daily living; and

WHEREAS: physical activity is considered one of the most powerful contributors to health and longevity, enhancing both cardiovascular and metabolic health; and

WHEREAS: joint and musculoskeletal health are essential components of healthy aging, enabling people to move, work, and live independently longer; and

WHEREAS: Doctor of Chiropractic are trained in musculoskeletal health and provide evidence-based, nondrug approaches to managing joint dysfunction, improving mobility, and addressing musculoskeletal pain; and

WHEREAS: Doctor of Chiropractic serving College Station, Texas, play an important role in supporting the health and well-being of our local community by providing conservative, nondrug care for back pain, neck pain, joint pain, headaches, and other common musculoskeletal conditions, while helping residents of all ages maintain mobility, prevent injuries, remain active in the workforce, and enjoy a healthier quality of life; and

WHEREAS: research supports the use of conservative, nondrug approaches, including spinal manipulation, for certain musculoskeletal conditions, particularly low back pain, and leading healthcare organizations recognize the importance of nonpharmacological treatment options in appropriate patient care.

NOW, THEREFORE, I, John P. Nichols, as Mayor of the City of College Station, Texas, and on behalf of the entire College Station City Council, do hereby join the Texas Chiropractic Association and the American Chiropractic Association in recognizing the value of chiropractic's nondrug approach to musculoskeletal and joint health and proclaims October 2026 as

National Chiropractic Health Month

IN WITNESS THEREOF, I have hereunto set my hand and caused the SEAL of the City of College Station, Texas to be affixed this 22nd day of October 2026.

John P. Nichols, Mayor

Attest:

Tanya Smith, City Secretary

October 22, 2026
Item No. 7.1.
October 8th Meeting Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• October 8, 2026 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. CCM100826 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
OCTOBER 8, 2026

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Presiding:
John Nichols, Mayor

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

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

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 3:00 p.m. on October 8, 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, and §551.087-Economic Development, and the College Station City Council convened into Executive Session at 3:00 p.m. on October 8, 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.

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.
- Property located within the Midtown Business Park.
- Property generally located at 2600 Texas Avenue.

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

- City Secretary
- City Manager
- City Attorney
- City Municipal Court Judge
- City Internal Auditor
- Council Self -Evaluation

2.4. 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 within the Midtown Business Park relating to baseball fields.
- Economic development agreement regarding land generally located between Pebble Creek and Southern Pointe subdivisions.
- Economic development agreement for a development located in the BioCorridor.

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 6:15 p.m. and Mayor Nichols read the following statements.

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

Invocation given by Councilmember David White.

5. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

5.1. Presentation proclaiming the week of October 12–14, 2026, as "Texas Transportation Short Course Days."

Mayor ProTem Wright presented a proclamation to Greg Winfree, Director of Texas A&M Transportation Institute, and Jenni Sellers, Representative from TxDOT, for "Texas Transportation Short Course Days."

5.2. Presentation of the Betsy Ross Flag flown over Veterans Park and Athletic Complex in commemoration of America's 250th anniversary by the Brazos Valley Veterans Board to the City of College Station.

Mr. Steve Beachy, Ben Roper, and members of the Brazos Valley Veterans Memorial Board presented Council with a Betsy Ross Flag and certificate of authenticity.

6. Hear Visitors Comments.

Lloyd Davis from College Station stated that CSAN supports the City's need for a new or expanded Public Works Complex but believes the decision should be delayed until a transparent, data-driven comparison of all options is completed. He believes that current estimates suggest the publicly stated $55 million budget may be significantly understated, with actual costs potentially exceeding $76 million with the Rock Prairie option remaining uncertain because key costs, including land acquisition, sewer infrastructure, and refined site-work estimates, have not been fully identified. Mr. Davis stated that the ongoing Krenek Tap Road improvements may improve the viability of renovating or expanding the existing site. CSAN recommended that City Council obtain complete cost estimates for both locations and commission an independent evaluation of how the Krenek Tap roadway improvements affect the long-term suitability of the current Public Works Complex site.

Fred Dupriest from College Station addressed the City Council regarding impervious cover regulations and their relationship with flood-control policy. He noted the authority provided under Texas Water Code Section 16.315 and requested that future Council discussions consider the City's ability to regulate lot-line-to-lot-line impervious cover in single-family neighborhoods, the effects of redevelopment projects that do not require detention, neighborhood compatibility concerns, and the policy justification for higher impervious cover allowances outside of Middle Housing zoning districts.

Leslie Hicks from College Station addressed the City Council regarding the impacts of redevelopment and Middle Housing policies on established neighborhoods. She stated that older homes near campus have been replaced with higher-priced student-oriented housing despite the construction of new apartment developments, and contended that the goals of affordability, homeownership opportunities, neighborhood protection, and housing diversity have not been realized. SheShe cited examples of properties in the South Knoll area that were redeveloped into luxury student housing and expressed concern that such development patterns are changing the character of traditionally mixed residential neighborhoods.

Charles Barr from College Station addressed the City Council regarding proposed Middle Housing rezonings and their potential impacts on established neighborhoods. He expressed opposition to expanding Middle Housing zoning into areas that previously opposed such changes, citing concerns that redevelopment has replaced smaller, more affordable housing options with higher-density housing primarily serving students at higher rental rates. Mr. Barr stated that these development patterns may undermine efforts to preserve existing affordable housing and neighborhood character and urged the city to focus on protecting existing residential neighborhoods.

Rebecca Johnson from College Station addressed the City Council regarding her experience living in the Southside Historic District and the effects of redevelopment pressures near campus. She described purchasing and raising her family in a historic neighborhood home and stated that over time she received increasing solicitations from developers seeking to acquire her property for redevelopment into rental housing. SheShe expressed concerns about the impact of redevelopment on established neighborhoods and the preservation of historic residential areas.

Ivan Svrcekv from Bryan addressed the City Council regarding automated license plate reader (ALPR) technology and privacy concerns. He referenced a recent federal court decision addressing the collection and use of historical vehicle location data and expressed concern that large-scale tracking through ALPR systems may infringe on reasonable expectations of privacy. Mr. Svrcek urged the Council to consider the privacy implications of such technology and suggested that residents be given an opportunity to vote on the use of ALPR networks.

John Hamilton from College Station addressed the City Council regarding the use of Flock camera technology. He urged the Council to strengthen oversight measures by reducing data retention periods, increasing the frequency of internal audits, and updating public transparency information to accurately reflect system capabilities. Mr. Hamilton expressed concerns about privacy and surveillance, referenced recent legal developments related to vehicle tracking technology, and requested that the Council implement additional safeguards to promote transparency and accountability.

Art Hicks from College Station addressed the City Council regarding the impacts of Middle Housing on established neighborhoods. He expressed concerns that increased student-oriented housing has affected neighborhood character and quality of life and stated that preserving the integrity of existing residential areas should remain a priority. Mr. Hicks urged the Council to consider the perspectives of owner-occupants and

residents when making land-use decisions and encouraged efforts to protect neighborhood character from redevelopment pressures.

7. CONSENT ITEMS

Item *(7.3)* was pulled from agenda.

Item *(7.5)* was pulled for clarification.

(7.5) Emily Fisher, Public Works Director, explained that staff was approached by property management regarding parking concerns. She noted that while not certain of the ownership or HOA governance structure, the request to address the parking originated from the property's management representative.

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

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

- **September 24, 2026 Council Meeting**

7.2. Presentation, discussion, and possible action on a contract award for Transmission Line Construction, Maintenance, and Repair to Integrated Power, Co. for an amount not to exceed $5,544,279.91.

7.3. Presentation, discussion, and possible action on a contract with Landmark Aquatics for slide purchase and construction services for the Adamson Lagoon Slide Improvements Project in the amount of $2,037,000 with contingency of $203,700 for a total appropriation of $2,240,700. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contract amount.

7.4. Presentation, discussion, and possible action regarding a contract with H&B Construction, LTD on an as needed basis for electric boring and construction projects not to exceed $500,000.

7.5. Presentation, discussion, and possible action on an ordinance amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by prohibiting parking on the east side of Big River Street from 40' west of Little River Street intersection through Big River Street cul-de-sac.

7.6. Presentation, discussion, and possible action on the BVWACS Annual Operating & Maintenance and Capital Budget.

7.7. Presentation, discussion, and possible action on a resolution on the interlocal agreement between Bryan, Brazos County, and College Station for expenditures related to the FY 26 JAG Grant.

MOTION: Upon a motion made by Councilmember White and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to approve the Consent agenda, with the exception of Item 7.3. The motion carried unanimously.

8. WORKSHOP ITEMS

8.1. Presentation, discussion, and possible action regarding an update from the Texas A&M Off-Campus Student Services Office.

Barbara Moore, University and Community Relations Manager, introduced representatives from the Texas A&M Off-Campus Student Services who will provide an update on their programs, services, and outreach to the student population living off-campus in College Station.

Jaclyn Upshaw-Brown, Assistant Director, and Nickie McDaniel, Community Liaison, updated the Council on Texas A&M University's Off-Campus Student Services programs supporting student well-being, academic success, and positive community relations. Services include housing consultations, good-neighbor education, alcohol and drug safety programs, community outreach, and partnerships with city departments and Student Legal Services. They also reported continued growth in the Good Neighbor Network, which now includes 37 participating rental properties, and noted that approximately 20 resident complaints have been resolved through communication and mediation. Staff also reported increased demand for housing assistance, serving 63 students during the first six weeks of fall 2026 and experiencing significantly higher summer consultation activity. In closing they thanked the council for their collaboration in addressing housing needs, student mental health, neighborhood relations, mobility safety, and continued university-community partnership.

8.2. Presentation, discussion, and possible direction regarding College Station and Memorial Cemetery Fund Structure and Fee Policy.

Kelsey Heiden, Parks and Recreation Director, presented an overview of the fund structure, operations, and policies governing College Station Cemetery and Memorial Cemetery. She reviewed the purpose and balances of the cemetery-related funds, current sales and maintenance practices, legal considerations regarding resident and non-resident fees, plot purchase limits, and resale restrictions, and comparisons with policies used by other Texas cities. Mrs. Heiden also reported that the Parks and Recreation Advisory Board recommended against establishing resident pricing differentials or purchase caps, while supporting ordinance language prohibiting resale for profit and limiting purchases to individuals rather than organizations.

Cemetery Policies

	Austin	Abilene	Lubbock	Bryan	San Marcos	College Station
Resident / Non-Resident Fees	No	No	No	No	Yes	No
Sale to Organizations	Yes	Yes	Yes	Yes	No	No
Resale Policy	No	No	No	No	No	No
Limits on Plot Purchases	No	No	No	No	Yes	No

Cemetery Fees

	College Station	Memorial	Aggie Field of Honor
Standard Space	$1,750	$1,750	$3,250
Single Columbaria Niche	N/A	$825	$1,650
Double Columbaria Niche	N/A	$1,445	$3,000
Infant Space	$220	$220	N/A

Cost Comparison

	Benchmark City					College Station	
	Austin	Abilene	Lubbock	Bryan	San Marcos	Municipal	Aggie Field of Honor
Standard Space	$3,225	$1,200	$900	$1,250	$2,150	$1,750	$3,250
Single Columbaria Niche	N/A	$300	$500	$1,000	$1,900	$825	$1,650
Double Columbaria Niche	N/A	N/A	N/A	N/A	N/A	$1,445	$3,000
Infant Space	$1,050	$300	$250	$200	$2,150	$220	N/A

Cost With 10% Increase

	Municipal	10%	Aggie Field of Honor	10%
Standard Space	$1,750	$1,925	$3,250	$3,575
Single Columbaria Niche	$825	$908	$1,650	$1,815
Double Columbaria Niche	$1,445	$1,590	$3,000	$3,300
Infant Space	$220	$242	N/A	N/A

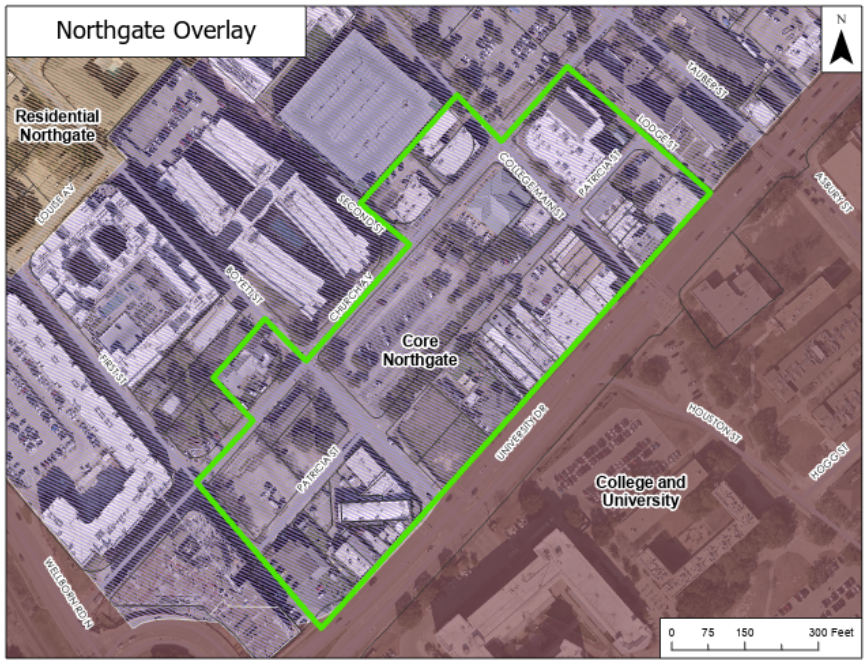
The Council directed staff to prepare a detailed cost-accounting analysis of cemetery operations, maintenance costs, fund balances, perpetual-care requirements, and potential resident/nonresident fee differentials for Council review.

8.3. Presentation, discussion, and possible direction regarding a potential overlay district in NG-1 Core Northgate.

Robin Macias, Planning and Development, stated that at the June 25, 2026, City Council meeting, staff were given directions to start engagement efforts on a potential overlay district in the NG-1 zoning district to limit building height to three to five stories. SheShe presented results of the property owner engagement stating that feedback was mixed with some supporting the overlay, others opposing height restrictions due to investment concerns, and a few being open to the overlay if it didn't affect their property.

Overlay Includes

- First St to Lodge St
- University Dr to Church Ave
- Include developed lots such as:
  - The Spot
  - Rough Draught
  - Rebel Draft House



Council directed staff to return with a comprehensive proposal that combines potential height restrictions, incentives or grants, broader engagement, and a review of possible public-safety facilities in Northgate.

Mayor Nichols left the meeting at 9:00 pm and presiding over the meeting was Mayor ProTem Wright.

8.4. <u>Presentation, discussion, and possible direction regarding the creation of a safe passing ordinance.</u>

Carl Ahrens, Planning and Development, reported that the Council had requested staff explore the feasibility of a safe passing ordinance and present their findings at a Council Workshop after bringing the item before the Active Transportation Advisory Board (ATAB) for a recommendation. A safe passing ordinance would require motor vehicle drivers to maintain a minimum distance when passing vulnerable road users, including bicyclists, pedestrians, and motorcyclists, with the aim of enhancing safety and reducing collisions. The ATAB met on September 14th and provided mixed feedback both in favor of creating and concerns regarding the enforceability of a safe passing ordinance.

Mr. Ahrens explained that implementation and enforceability is difficult under current Texas law, which classifies such violations as a Class C Misdemeanor and requires a high burden of proof, staff noted that the ordinance would support the City's safety objectives and bicycle-friendly initiatives. Given the current framework of the Texas Transportation Code that would limit such an ordinance as a Class C Misdemeanor and the burden of proof involved, staff recommended not to pursue this type of ordinance at the time but to incorporate the efforts into a Share the Road campaign as provided in the recently adopted Active Transportation Master Plan.

<u>Safe Passing Ordinance</u>

- Item was presented to the Active Transportation Advisory Board on September 14, 2026, and received mixed feedback.
- A "Safe Passing Ordinance" would have a fine range of $25-$500
  - → Enforcement would be citation issuance and processed through College Station Municipal Court as a criminal citation.
- "Hands Free Ordinance" is an example of a similar ordinance the City has implemented.
- Other statutes currently used by College Station Municipal Court:
  - → Failure to Control Speed-Accident. Max $200 fine.
  - → Failure to Maintain Single Lane. Max $200 fine.
  - → Failure to Yield Right of Way-Pedestrian Non-Crosswalk. Max $200 fine.

Mayor Nichols opened for Citizen Comments.

Elizabeth Cunha from College Station addressed the City Council stating that she is in support of a safe passing ordinance. She acknowledged potential enforcement challenges but emphasized the ordinance's educational value in promoting awareness, empathy, and safer interactions between motorists and vulnerable road users such as bicyclists and motorcyclists. Ms. Cunha stated that a safe passing ordinance would demonstrate the City's commitment to active transportation, encourage alternative modes of travel, and support broader efforts to improve safety and reduce traffic congestion.

Robert Rose from College Station addressed the City Council in support of adopting a safe passing ordinance. He noted the importance of bicycling in the community and stated that numerous Texas cities have previously adopted similar ordinances to protect vulnerable road users. Mr. Rose expressed his belief that enforcement challenges could be managed through officer discretion and encouraged the Council to direct staff to move forward with development of a safe passing ordinance.

Kathy Langlotz from College Station addressed the City Council in support of a safe passing ordinance. She stated that her research indicated such ordinances increase public awareness and encourage motorists to

provide greater passing distances to vulnerable road users, even when direct safety impacts are difficult to measure. In closing she encouraged the Council to support the ordinance as a means of improving safety and quality of life for all road users.

Willie Allen from College Station addressed the City Council in support of a safe passing ordinance as a cyclist who commutes, recreates, and competes, he believes the ordinance could help promote safer interactions between motorists and vulnerable road users by increasing awareness and encouraging safer driving behaviors.

Will Pollalis from College Station addressed the City Council in support of a safe passing ordinance, sharing his experiences as a daily cyclist and described concerns regarding unsafe driving behaviors, close passes, and interactions between motorists and vulnerable road users. He also recounted the loss of his fiancée, Hannah Rapp, in a bicycle-related road incident and emphasized the importance of improving roadway safety, accountability, and awareness. He urged the Council to consider policies that promote safer conditions for all users of the transportation network.

Angie Rapp Grimes from Indiana addressed the City Council in support of a safe passing ordinance. She shared the loss of her daughter, Hannah Rap, who was killed in a bicycle-related traffic incident in July 2026, and urged the Council to adopt measures that improve safety for vulnerable road users. SheShe emphasized the importance of public education and awareness regarding safe passing practices and requested consideration of naming the ordinance in Hannah's honor to promote safer driving behavior and help protect others from similar tragedies.

There being no further comments, Citizen Comments was closed.

Council directed staff to bring back a safe-passing ordinance covering vulnerable road users, including three-foot separation for passenger vehicles and six-foot separation for larger commercial vehicles, for consideration on a regular Council agenda.

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 ProTem Wright reported on the kickoff event for Texas A&M University's 150th Anniversary Celebration.

Councilmember Shafer reported on the Biketober Event.

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)

Councilmember Smith reported on a meet meeting with Tobias Schreiber, deputy mayor of sister city Greifswald, Germany, a member of the Sister Cities program.

Councilmember Yancy reported on the Health Board and the announcement of the retirement of its director Dr. Santos Navarrette Jr. in January of 2027.

11. <u>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.</u>

Councilmember Yancy requested an item evaluating artificial intelligence (AI) as a productivity tool for city staff, requesting an assessment of its benefits versus risks and a summary of current and planned citywide AI usage.

12. <u>Adjournment.</u>

There being no further business, Mayor ProTem Wright adjourned the meeting of the City Council at 9:44 p.m. on Thursday, October 8, 2026.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

October 22, 2026
Item No. 7.2.
Northeast Sewer Trunk Line Ph 3 Project

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with Cash Construction Company, Inc. in the amount of $13,644,510 for Northeast Sewer Trunk Line Ph 3 Project, plus the City's contingency amount of $1,000,000 for a total approval of $14,644,510 and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: The Northeast Sewer Trunkline serves areas west of SH 6 including Northgate, Hensel Park, Century Square, and Chimney Hills, as well as areas East of SH 6 spanning from FM 60 south to Carters Creek Wastewater Treatment Plant. Much of the existing trunkline was constructed in 1973 and spans along Carters Creek where the wandering creek bank threatens the infrastructure. A multiphase project has been designed to increase capacity with larger pipe sizes while also relocating the trunk line away from the creek bank to prevent surcharge events, emergency failures caused by erosion and possible fines from TCEQ.

This project phase (Ph 3) will replace the existing line with a larger diameter line, from south of SH 30 (Harvey Road) to west of SH 6 and includes over 8,000 feet of 30" and 36" sanitary sewer line, rehabilitation of approximately 1,000 feet of sewer by slip lining and replacement of 1,000 feet of 42" sewer line at the tie in to the previous phase construction. Completion of this project will be necessary for the construction of the final phase (Ph 4) which services the Northgate/Chimney Hill areas.

The City of College Station received seven (7) Competitive Sealed Proposals (CSP). After evaluating the proposals the top two firms were interviewed to confirm their ranking. Cash Construction Company was identified as the top ranking firm based on proposal review of the criteria set forth in the bid documents including qualifications, project plan/approach, schedule and pricing. The interview process confirmed the original ranking of qualifications, plan and schedule based on additional questions regarding communication, construction sequencing, safety and quality control procedures. References were also contacted for both firms. Based on the overall process Cash Construction Company was selected as the most qualified firm.

Below is a summary of the items considered for top ranking firm:

- Clear understanding of the project scope and goals
- Clear and thorough schedule and phasing approach, consistent with the City's expectations

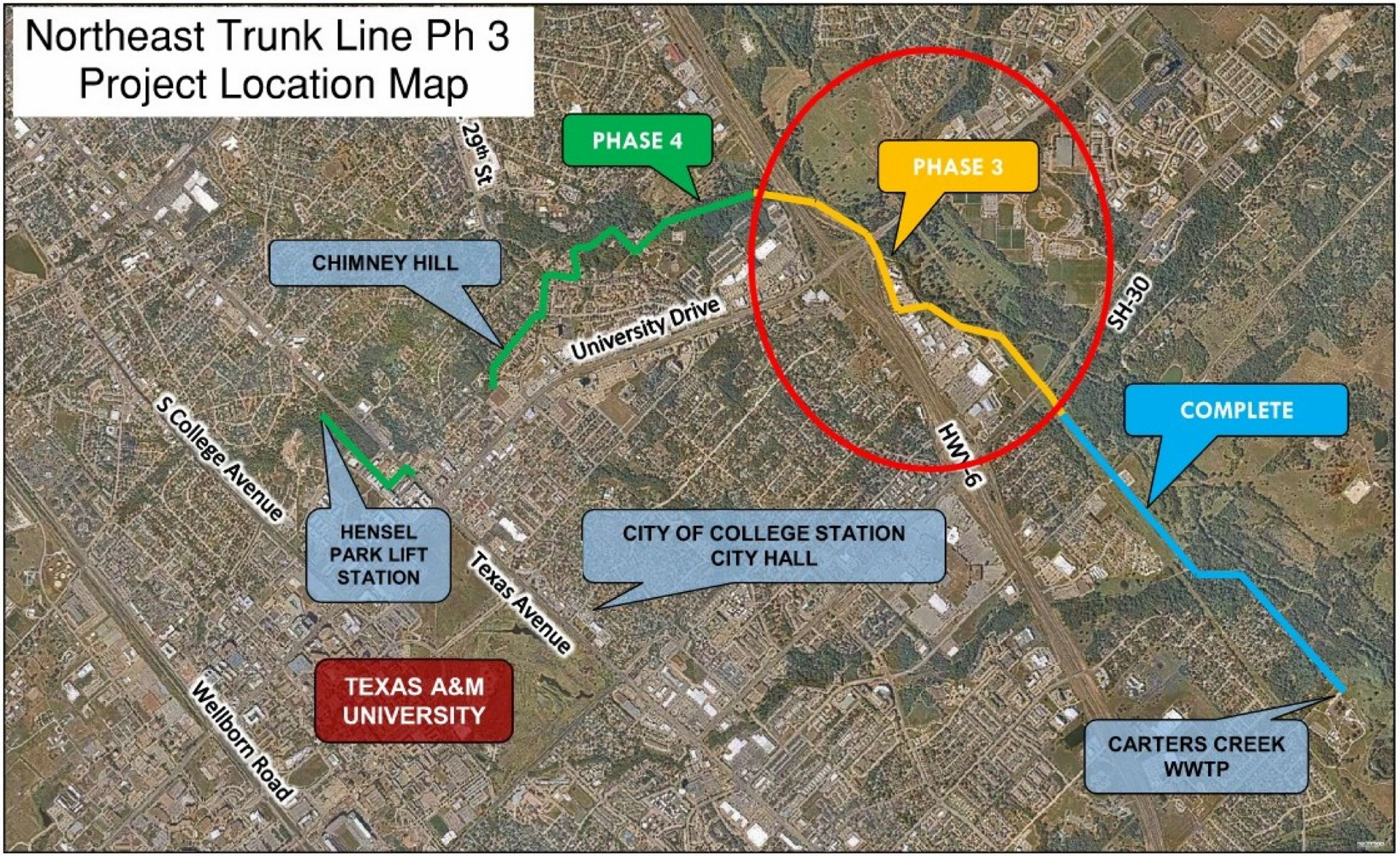
- Discussed TXDOT coordination and had a solid plan to work with TXDOT/Fluor on the HWY 6 project.
- Good team cohesiveness, clearly understood and defined their role(s)
- Good, documented safety record
- Clear and effective communication plan
- Great references, all highly recommended

Budget & Financial Summary: Budget in the amount of $15,750,000 is included for this project in the Wastewater Capital Improvement Project Fund. A total of $1,025,539 has been expended or encumbered to date, leaving a balance of $14,724,461 for this contract and future expenses.

The “Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt” is necessary for this project because all the long-term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

Attachments:

1. NETL Ph 3 location map
2. NETL Ph 3 Contract
3. NETL Ph 3 Resolution
4. NETL Ph 3 Bid Summary


Northeast Trunk Line Ph 3
Project Location Map
PHASE 4
PHASE 3
COMPLETE
CHIMNEY HILL
HENSEL PARK LIFT STATION
CITY OF COLLEGE STATION CITY HALL
TEXAS A&M UNIVERSITY
CARTERS CREEK WWTP
29th St
University Drive
S College Avenue
Texas Avenue
Wellborn Road
SH-30
HWY-6

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 27300052 PROJECT #: WW1700002 BID/RFP/RFQ#: 26-081 Buyer: _____

Project Name / Contract Description: Northeast Sewer Trunk Line Ph 3 Construction Contract

Name of Contractor: Cash Construction Company, Inc.

CONTRACT TOTAL VALUE: $ 13,644,510 **Grant Funded** Yes ☐ No ☐

If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ☐ N/A **Davis Bacon Wages Used** ☐ Yes ☐ No ☐ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☐ N/A **Buy America Required** ☐ Yes ☐ No ☐ N/A

Transparency Report ☐ Yes ☐ No ☐ N/A

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

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

City of College Station CIP received seven (7) Competitive Sealed Proposals (CSP). After evaluating the proposals, Cash Construction Company, Inc. was selected as the most qualified firm.

Budget in the amount of $15,750,000 is included for this project in the Wastewater Capital Improvement Project Fund.

A total of $1,025,539 has been expended or encumbered to date, leaving a balance of $14,724,461 for this contract and future expenses

*(If required)**

CRC Approval Date*: n/a **Council Approval Date*:** 10/22/2026 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain — 10/15/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 10/15/2026
ASST CITY MGR – CFO — DATE

Derra Purnell — 10/15/2026
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

_____ — _____
CITY MANAGER — DATE

n/a — _____
MAYOR (if applicable) — DATE

n/a — _____
CITY SECRETARY (if applicable) — DATE

Updated 09/21/2026

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 Cash Construction Company, Inc. (the "Contractor") for the construction and/or installation of the following:
as described in RFP 26-081 Northeast Sewer Trunk line Phase 3.

1. DEFINITIONS

1.01 Calendar Day. The term "calendar day" shall mean any day of the week or month, no days being excepted. The term "days" shall refer to calendar days unless expressly noted otherwise.

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 Contingency Amount. The term "Contingency Amount" shall mean and be understood as referring to the amount established and appropriated by the City, to be used exclusively by the City and in the City's sole discretion, to pay City-authorized costs associated with Change Orders and other related expenses for this Project. The Contractor agrees that the Contingency Amount, if any, is established by and is for the sole use of the City, that the Contingency Amount is not included in the Contract Amount, and that the Contractor has no right to use or receive any Contingency Amount unless authorized by the City in a written and duly authorized change order. The City's Contingency Amount is: One Million and NO **/100 Dollars ($** 1,000,000.00).

1.06 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: Thirteen Million, Six Hundred Forty-Four Thousand Five Hundred Ten and NO **/100 Dollars ($** 13,644,510.00).

1.07 Contract Documents. The term "Contract Documents" shall mean documents listed in Section 2.01.

1.08 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.

1.09 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.

1.10 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.

1.11 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.

1.12 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").

1.13 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.

1.14 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.

1.15 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.

1.16 Parties. The "parties" are the City and the Contractor.

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 Section 2.05, however, shall not relieve the Contractor of any of the obligations set forth in Sections 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 Sections 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 Sections 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. 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 Contractor shall submit an updated Construction Schedule that reflects changes authorized by approved change orders. 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, including PDF/electronic versions and CAD files.

(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 Subsection.

(b) The City may exercise the rights furnished the City under or pursuant to this Subsection 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, an updated Project Schedule and 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 Section 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 Section 16.9(a) and (2) changes in the Contractor's costs under Section 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 Section.

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 Section 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 other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.

(b) Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.

(c) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.

(d) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.

(e) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.

(f) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.

(g) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.

(h) City's determination of an amount of liquidated damages.

(i) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.

(j) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

(k) 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 Section.

16.12 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.

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 this Agreement 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 this Agreement 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

18.01 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 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. The Contractor bid calendar days for the time within which it shall reach Substantial Completion of the Project.

18.04 The Work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

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 this Agreement. 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 such 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 Section 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 Section 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 National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); 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 Section 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 Five Hundred and NO **/100 DOLLARS ($** 500.00 **)** 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 (other than defects from third parties as set out in Chapter 59 Texas Business and Commerce Code relating to non-critical infrastructure), 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 under warranty as set forth in this Section 25, 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 Section 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 Sections 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, including any increases in value due to duly authorized change orders to the Work and Project. 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 Sections (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 and, if required by Contractor's surety to cover increases in the dollar amounts or amount of Work that is increased by a duly authorized change order, Contractor shall secure performance and payment bond riders to increase the dollar amounts and coverages of the performance and payment bonds.

(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, and any subsequently issued bond riders, 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 Section 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 this Agreement, 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 this Agreement). **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 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 Section 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 Section 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;

(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 Section 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Section 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 Section 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.

46.17 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.

List of Exhibits

- **A.** Wage Rates
- **B.** Performance & Payment Bonds
- **C.** Certificates of Insurance
- **D.** Plans & Specifications
- **E.** Construction Schedule
- **F.** Schedule of Values

CASH CONSTRUCTION COMPANY, INC.

By: Barry Frank

Printed Name: A. Barrett Frank

Title: Director of Estimating/Assistant Secretary

Date: October 9, 2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

Deirra Purnell
City Attorney
Date: 10/15/2026

_____
Assistant City Manager/CFO
Date: 10/15/2026

EXHIBIT A
DAVIS BACON WAGE RATES

"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 Willi

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.
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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

"

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.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. 108549871, K42290336, 011239356

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, Cash Construction Company, Inc., as Principal, hereinafter called "Contractor" and the other subscriber hereto Travelers Casualty and Surety Company, Federal Insurance Company and Liberty Mutual Insurance Company, 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 Thirteen Million, Six Hundred Forty-Four Thousand, Five Hundred Ten and no /100 Dollars ($ 13,644,510.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

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 as described in RFP 26-081 Northeast Sewer Trunk Line Phase 3 ,

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. 108549871, K42290336, 011239356

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) **(SEAL)**
WITNESS: (if not a corporation)

CASH CONSTRUCTION COMPANY, INC.

By: Cristina Martinka

Name: Cristina Martinka

Title: Senior Estimating Specialist/Compliance Manager

Date: October 22, 2026

By: A. Barrett Frank

Name: Barry Frank

Title: Director of Estimating/Assistant Secretary

Date: October 22, 2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: Allison Perez

Name: Allison Perez

Title: Wtiness to Surety

Date: October 22, 2026

Travelers Casualty and Surety Company
Federal Insurance Company
Liberty Mutual Insurance Company
(Full Name of Surety)
Travelers Casualty and Surety Company
One Tower Square, Hartford, CT 06183

Federal Insurance Co
202 Hall's Mill Road, Whitehouse Station, NJ 08889

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
(Address of Surety for Notice)

By: Jessica Iannotta

Name: Jessica Iannotta

Title: Attorney-In-Fact

Date: October 22, 2026

FOR THE CITY:

REVIEWED:

Derra Purnell
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. 27300052
Construction Agreement Over $50,000
Form 04-20-2023

TEXAS STATUTORY PAYMENT BOND

Bond No. 108549871, K42290336, 011239356

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, Cash Construction Company, Inc., as Principal, hereinafter called "Principal" and the other subscriber hereto Travelers Casualty and Surety Company, Federal Insurance Company and Liberty Mutual Insurance Company, a corporation organized and existing under the laws of the State of Connecticut / Indiana / Massachusetts, 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 Thirteen Million, Six Hundred Forty-Four Thousand, Five Hundred Ten and NO /100 Dollars ($ 13,644,510.00) 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 22 day of October, 20 26, for as described in RFP 26-081 Northeast Sewer Trunk Line Phase 3, 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. 108549871, K42290336, 011239356

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) **(SEAL)**
WITNESS: (if not a corporation)

By: Cristina Martinka

Name: Cristina Martinka

Title: Senior Estimating Specialist/Compliance Manager

Date: October 22, 2026

CASH CONSTRUCTION COMPANY, INC.

By: Barry Frank

Name: A. Barrett Frank

Title: Director of Estimating/Assistant Secretary

Date: October 22, 2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: Allison Perez

Name: Allison Perez

Title: Witness to Surety

Date: October 22, 2026

Travelers Casualty and Surety Company
Federal Insurance Company
Liberty Mutual Insurance Company
(Full Name of Surety)
Travelers Casualty and Surety Company
One Tower Square, Hartford, CT 06183

Federal Insurance Co
202 Hall's Mill Road, Whitehouse Station, NJ 08889

Liberty Mutual Insurance Company
175 Berkeley Street, Boston, MA 02116
(Address of Surety for Notice)

By: Jessica Iannotta

Name: Jessica Iannotta

Title: Attorney-In-Fact

Date: October 22, 2026

FOR THE CITY:

REVIEWED:

Derra Purnell
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. 27300052
Construction Agreement Over $50,000
Form 04-20-2023

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company
Farmington Casualty Company

POWER OF ATTORNEY

Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, St. Paul Fire and Marine Insurance Company, and Farmington Casualty Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and the Companies do hereby make, constitute and appoint Jessica Iannotta of Morristown, New Jersey, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **13th** day of **May, 2026.**

SEAL SEAL SEAL SEAL

State of Connecticut

By: _____
Bryce Grissom, Senior Vice President

City of Hartford ss.

On this the **13th** day of **May, 2026**, before me personally appeared **Bryce Grissom**, who acknowledged himself to be the Senior Vice President, Surety, Bond & Specialty Insurance, of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **31st** day of **March, 2031**

MARIE E SORENSEN NOTARY PUBLIC CONNECTICUT

_____
Marie E. Sorensen, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 22nd day of October, 2026.

SEAL SEAL SEAL SEAL

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

Figure: 28 TAC §1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Travelers Casualty and Surety Company of America
To get information or file a complaint with your insurance company or HMO:

Call: Travelers Bond & Specialty Insurance Claims at 800-842-8496
Toll-free: 800-842-8496
Email: BSIClaims@travelers.com
Mail: Travelers Bond & Specialty Insurance Claim
PO BOX 2989, Hartford, CT 06104-2989

The Texas Department of Insurance
To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Travelers Casualty and Surety Company of America
Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Call: Travelers Bond & Specialty Insurance Claims at 800-842-8496
Toll-free: 800-842-8496
Email: BSIClaims@travelers.com
Mail: Travelers Bond & Specialty Insurance Claims
PO BOX 2989, Hartford, CT 06104-2989

El Departamento de Seguros de Texas
Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439
Presente una queja en: www.tdi.texas.gov
Correo electrónico: ConsumerProtection@tdi.texas.gov
Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Delaware corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint

Jessica Iannotta

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this **19th** day of **July, 2024.**

Rupert HD Swindells, Assistant Secretary

Warren Eichhorn, Vice President

STATE OF NEW JERSEY
County of Hunterdon ss.

On this **19th** day of **July, 2024** before me, a Notary Public of New Jersey, personally came Rupert HD Swindells and Warren Eichhorn, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Rupert HD Swindells and Warren Eichhorn, being by me duly sworn, severally and each for himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal

Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

(1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

(2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

(3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

(5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Rupert HD Swindells, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this October 22, 2026

Rupert HD Swindells, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903- 3493 Fax (908) 903- 3656 e-mail: surety@chubb.com

Have a complaint or need help?
Tiene una queja o necesita ayuda?

IMPORTANT NOTICE

If you have a problem with a claim or your premiums, call your insurance company first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company. If you don't, you may lose your right to appeal.

To get information or file a complaint with CHUBB:

Call Toll-free: ***1-800-36-CHUBB***
Mail: Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
Attn: Surety Support
Phone: 800-252-4670 Fax: 800-664-5358
Email: ecsc.claims@chubb.com

To get help with an insurance question or file a complaint with the state:

The Texas Department of Insurance
Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
E-mail: ConsumerProtection@tdi.texas.gov
Mail: MC-111-1A, P.O. Box 149091
Austin, TX 78714-9091

AVISO IMPORTANTE

Si tiene un problema con un reclamo o las primas, llame primero a la empresa de seguros. Si no puede resolver el problema, el Departamento de Seguros del estado de Tejas puede ayudar.

Si registra una queja con el Departamento de Seguros del estado de tejas, tambien debe presentar una queja o apelacion a traves de su compania de seguros. Si no lo hace puede perder su derecho de apelar.

Para obtener informacion o registro de una queja con CHUBB:

Llame al: ***1-800-36-CHUBB***
Correo: Eastern Claim Service Center
600 Independence Parkway
Chesapeake, VA 23320
Attn: Surety Support
Telefono: 800-252-4670 Fax: 800-664-5358
Correo electronico: ecsc.claims@chubb.com

Para ayuda con una pregunta de seguros o registrar una queja con el estado:

El Departamento de Seguros del Estado de Tejas
Preguntas: 1-800-252-3439
Quejas: www.tdi.texas.gov
Correo electronico: ConsumerProtection@tdi.texas.gov
Correo: MC-111-1A, P.O. Box 149091
Austin, TX 78714-9091

POWER OF ATTORNEY

Certificate No: 8204866

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Jessica Iannotta all of the city of Morristown, state of NJ each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 1st day of July, 2024.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 1st day of July, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-infact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, of Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company do hereby certify that this power of attorney executed by said Companies is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 22nd day of October, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Liberty Mutual
SURETY

Figure: 28 TAC § 1.601(a)(2)(B)

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Liberty Mutual Insurance Company

To get information or file a complaint with your insurance company or HMO:

Call: Liberty Mutual Surety Claims **at** 206-473-6210
Online: www.LibertyMutualSuretyClaims.com
Email: HOSCL@libertymutual.com
Mail: P.O. Box 34526 Seattle, WA 98124

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439
File a complaint: www.tdi.texas.gov
Email: ConsumerProtection@tdi.texas.gov
Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene, un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Deparamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Liberty Mutual Insurance Company

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Liberty Mutual Surety Claims **al** 206-473-6210

En línea: www.LibertyMutualSuretyClaims.com

Correo electrónico: HOSCL@libertymutual.com

Dirección postal: P.O. Box 34526 Seattle, WA 98124

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2026

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
MARSH USA, LLC.
TWO ALLIANCE CENTER
3560 LENOX ROAD, SUITE 2400
ATLANTA, GA 30326
Attn: Mastec.certs@marsh.com
CN102902330-Stnd-GAWU-26-27 CASH

CONTACT NAME: .....
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : ACE American Insurance Company	22667
INSURER B : Indemnity Ins Co Of North America	43575
INSURER C :	
INSURER D : ACE Property & Casualty Insurance Company	20699
INSURER E :	
INSURER F :	

INSURED
Cash Construction Company, Inc.
MasTec North America, Inc
217 Kingston Lacy Blvd.
Pflugerville, TX 78660

COVERAGES **CERTIFICATE NUMBER:** ATL-006243705-01 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X SIR - $2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y	Y	XSLG48927014	09/15/2026	09/15/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	3,000,000 500,000 EXCLUDED 3,000,000 20,000,000 6,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	ISA H11350082	09/15/2026	09/15/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000
D A A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	Y	Y	XOOG71557625008 XSL G48927063 (XS GL) $5M xs $5M XSL G48927105 (XS GL) $15M xs $10M	09/15/2026 09/15/2026 09/15/2026	09/15/2027 09/15/2027 09/15/2027	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
B A 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	WLRC74301393 (AOS) WLRC74301630 (MA) SCFC74301551 (WI)	09/15/2026 09/15/2026 09/15/2026	09/15/2027 09/15/2027 09/15/2027	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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Northeast Sewer Trunk Line Phase 3 - 26010.

The City of College Station, Owner, Developer, its agents, officials, employees and volunteers are included as additional insured (except workers' compensation) where required by written contract. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. A waiver of subrogation applies in favor of the certificate holder, if required by written contract with the named insured, subject to the terms and conditions of the policies.

CERTIFICATE HOLDER

City of College Station
1101 Texas Avenue
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

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA, LLC.	Cash Construction Company, Inc. MasTec North America, Inc 217 Kingston Lacy Blvd. Pflugerville, TX 78660
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

Excess Workers' Compensation
Carrier: ACE American Insurance Company
Policy: WCUC74301599 (AZ ,CA, FL, GA, IN, NC, TX)
Effective: 09/15/2026
Expiration: 09/15/2027
Limits:
E.L. Each Accident: $2,000,000
E.L. Disease-Each Employee: $2,000,000
E.L. Disease-Policy Limit: $2,000,000

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MARSH

October 14, 2026

City of College Station
1101 Texas Avenue
College Station, TX 77840

Subject: General Liability Policy (# XSL G48927014) & Automobile Liability Policy (#ISA H11350082
Broad Form Named Insured

To Whom It May Concern:

The purpose of this letter is to confirm Named Insured Policy language for the above referenced General Liability policy and Automobile Liability policy, which renewed effective 09/15/2026. There is no Additional Named Insured list in the policy due to the Broad Form Named Insured language pictured below:

BROAD FORM NAMED INSURED

Named Insured			Endorsement Number
MasTec, Inc.			132
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48927014	09/15/2026 TO 09/15/2027	09/15/2026
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies all insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

It is agreed that:

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations and any business entity incorporated or organized under the laws of the United States of America (including any State thereof), its territories or possessions or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than 50 percent. If other valid and collectible insurance is available to any business entity covered by this policy solely by reason of ownership by the Named Insured shown in the Declarations in excess of 50 percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or any other basis.

SCHEDULE OF NAMED INSUREDS

Named Insured MasTec, Inc.			Endorsement Number
Policy Symbol ISA	Policy Number H113500 82	Policy Period 09/15/2026 TO 09/15/2027	Effective Date of Endorsement 09/15/2026
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
AUTO DEALERS COVERAGE FORM

The Named Insured shown in the Declarations is amended to read as follows:

MasTec, Inc.

Named Insured includes First Named Insured; other entities to be covered as of inception and any organization other than a partnership or joint venture, and over which you currently maintain ownership or majority interest, provided there is no other similar insurance available to that organization; and any other organization you newly acquire or form, other than a partnership or joint venture, and over which you maintain ownership or majority interest, provided:

a) There is no other similar insurance available to that organization; and

b) you notify us of such acquisition not later than 60 days after the end of the policy period.

As respects newly acquired or formed organizations, coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past joint venture that is not shown as a Named Insured on this schedule.

Due to this broad language, Cash Construction Company, Inc. is automatically included as an additional Named Insured on both the General Liability policy and the Automotive Liability policy. MasTec Inc., is the first Named Insured, and therefore the only name listed in the policy declarations and endorsements.

If you have any questions, please do not hesitate to contact our office.

Sincerely,



Joseph Wagers, ARM, CRIS, CLCS, AINS
California Producer License Number: ON03023
Vice President | Construction & Infrastructure Practice
M +1 312 995 0108
Marsh, 155 N Wacker, Suite 1500 Chicago, IL 60606
Marsh USA LLC d/b/a Marsh Risk & Insurance Services in California, License Number: 0437153

ADDITIONAL INSURED - DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured MasTec, Inc.			Endorsement Number 1
Policy Symbol ISA	Policy Number H11350082	Policy Period 09/15/2026 TO 09/15/2027	Effective Date of Endorsement 09/15/2026
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

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

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

A. For a covered "auto," Who Is Insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:

1. You.
2. Any of your "employees" or agents.
3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.

B. The persons or organizations named in this endorsement are not liable for payment of your premium.

Authorized Representative

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

Named Insured			Endorsement Number
MasTec, Inc.			48
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
XSL	G48927014	09/15/2026 TO 09/15/2027	09/15/2026
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.	All locations where you are performing operations or such additional insured pursuant to any such written contract.
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

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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.

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

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

_____
Authorized Representative

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

Named Insured MasTec, Inc.			Endorsement Number
Policy Symbol XSL	Policy Number G48927014	Policy Period 09/15/2026 TO 09/15/2027	Effective Date of Endorsement 09/15/2026
Issued By (Name of Insurance Company) ACE American Insurance Company			

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss and only where such contract requires an equivalent of ISO CG 2010 (10/01).

A. **SECTION II – WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. **Exclusions**

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 insureds(s) at the site 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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Workers' Compensation and Employers' Liability Policy

Named Insured	Endorsement Number
MASTEC, INC. 800 DOUGLAS ROAD PENTHOUSE CORAL GABLES FL 33134	Policy Number Symbol: WLR Number: C74301393
Policy Period 09/15/2026 TO 09/15/2027	Effective Date of Endorsement 09/15/2026
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ANY PERSON OR ORGANIZATION REQUIRING A WAIVER OF RIGHT OF RECOVERY IN A WRITTEN CONTRACT WITH YOU, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

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RECOVERY FROM OTHERS

Named Insured			Endorsement Number
MasTec, Inc.			2
Policy Symbol	**Policy Number**	**Policy Period**	**Effective Date of Endorsement**
WCU	C74301599	09/15/2026 TO 09/15/2027	09/15/2026
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

Specific Excess Workers Compensation and Employer's Liability Policy

Solely with respect to a written contract with the organization named in the Schedule below, the final paragraph of **I. Recovery From Others** in **PART SIX - CONDITIONS** is deleted and replaced with the following:

In the event of any payment under this policy for a Loss for which you have waived the right of recovery in a written contract entered into prior to the Loss, we hereby agree to also waive our right of recovery but only with respect to such Loss and only for the organization named in the Schedule below.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

This endorsement does not apply to policies in Missouri where the employer is in the construction group of classifications.

_____
Authorized Representative

Workers' Compensation and Employers' Liability Policy

Named Insured MASTEC INC. 800 DOUGLAS ROAD PENTHOUSE CORAL GABLES FL 33134	Endorsement Number Policy Number Symbol: WLR Number: C74301630
Policy Period 09/15/2026 TO 09/15/2027	Effective Date of Endorsement 09/15/2026
Issued By (Name of Insurance Company) ACE AMERICAN INSURANCE COMPANY	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

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Workers' Compensation and Employers' Liability Policy

Named Insured MASTEC, INC. 800 DOUGLAS ROAD PENTHOUSE CORAL GABLES FL 33134	Endorsement Number Policy Number Symbol: SCF Number: C74301551
Policy Period 09/15/2026 TO 09/15/2027	Effective Date of Endorsement 09/15/2026
Issued By (Name of Insurance Company) ACE FIRE UNDERWRITERS INS CO	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ANY PERSON OR ORGANIZATION REQUIRING A WAIVER OF RIGHT OF RECOVERY IN A WRITTEN CONTRACT WITH YOU, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A.. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

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POLICY NUMBER: ISA H11350082 Endorsement Number: 30

COMMERCIAL AUTO
CA 20 70 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE FOR CERTAIN OPERATIONS IN CONNECTION WITH RAILROADS

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM

With respect to coverage provided under 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: MasTec, Inc.

Endorsement Effective Date: 09/15/2026

SCHEDULE

Scheduled Railroad	Designated Job Site
Any railroad (RR) which you have agreed to indemnify pursuant to a written contract entered into with such RR that was signed prior to loss, in connection with an easement granted by such RR to you.	all job sites where you are operating under an easement granted by a scheduled RR, and where you have agreed to indemnify such RR for your operations pursuant to such easement under a written contract entered into with such RR prior to loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

With respect to the use of a covered "auto" in operations for or affecting a railroad designated in the Schedule at a Designated Job Site, the two exceptions contained in the definition of "insured contract" relating to construction or demolition operations performed within 50 feet of a railroad do not apply.

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EXHIBIT D
PLANS AND SPECIFICATIONS

If the plans and specifications from the RFP/CSP are not physically inserted here, then they are fully incorporated into this contract by reference.

as described in RFP 26-081 Northeast Sewer Trunk Line Phase 3

EXHIBIT E
CONSTRUCTION SCHEDULE

	Duration	Start	Finish
Northeast Sanitary Sewer Trunk Line	**540 days**	**11/2/26**	**4/24/28** *substantial completion
Procurement/ Lead Time for Materials	44 days	11/2/26	12/31/26
Construction Mobilization, Potholing, Clear and grub	**35 days**	**11/9/26**	**1/13/27**
Microtunnels/Bores	**183 days**	**1/4/27**	**9/22/27**
Line A Main Installation	**173 days**	**2/22/27**	**10/25/27**
Line A Main Testing & Coatings	**126 days**	**6/11/27**	**12/9/27**
Sanitary Sewer Laterals	**110 days**	**7/1/27**	**12/7/27**
Line B Main Installation & Testing	**60 days**	**10/26/27**	**2/3/28**
12" RWTR Line Instatllation & Testing	**7 days**	**6/18/27**	**6/28/27**
Utility Abandonment	**20 days**	**2/4/28**	**3/3/28**
Final Grading & Finish Out	**46 days**	**2/18/28**	**4/21/28**
Walkthrough/Sub completion date 4/24/28			

EXHIBIT F
SCHEDULE OF VALUES

				Cash Construction Company	
Item	Item Description	Quantity	Unit	Unit Price	Item Cost
A. GENERAL CONSTRUCTION					
1	Mobilization	1	LS	$ 540,000.00	$ 540,000.00
2	Traffic Control	1	LS	$ 44,000.00	$ 44,000.00
3	Clearing and Grubbing	2.5	AC	$ 49,000.00	$ 122,500.00
4	Erosion and Sedimentation	1	LS	$ 45,000.00	$ 45,000.00
5	Hydromulch Seeding	6.0	AC	$ 5,210.00	$ 31,260.00
6	Block Sodding	2,100	SY	$ 15.00	$ 31,500.00
7	Trench Safety	8,850	LF	$ 8.00	$ 70,800.00
Sub-total - General Items				$ 885,060.00	
B. DEMOLITION AND					
8	Remove Ex. 8" PVC Sewer	89	LF	$ 45.00	$ 4,005.00
9	Remove Ex.12" VCP Sewer	992	LF	$ 65.00	$ 64,480.00
10	Remove Ex.18" VCP Sewer	29	LF	$ 98.00	$ 2,842.00
11	Remove Ex.18" DIP Sewer	25	LF	$ 114.00	$ 2,850.00
12	Remove Ex.21" URC Sewer	231	LF	$ 35.00	$ 8,085.00
13	Remove Ex.24" PVC Sewer	75	LF	$ 46.00	$ 3,450.00
14	12" Sanitary Sewer Plug	1	EA	$ 1,860.00	$ 1,860.00
15	18" Sanitary Sewer Plug	1	EA	$ 1,860.00	$ 1,860.00
16	21" Sanitary Sewer Plug	1	EA	$ 1,860.00	$ 1,860.00
17	24" Sanitary Sewer Plug	1	EA	$ 1,860.00	$ 1,860.00
18	30" Sanitary Sewer Plug	1	EA	$ 2,450.00	$ 2,450.00
19	Flowable Fill Ex.20"	149	LF	$ 30.00	$ 4,470.00
20	Remove, Salvage, and	2	EA	$ 4,750.00	$ 9,500.00
21	Replace Ex.Pavement	1	LS	$ 2,950.00	$ 2,950.00
22	Remove Ex.Sanitary Sewer	6	EA	$ 3,560.00	$ 21,360.00
23	Abandon Ex.Sanitary Sewer	15	EA	$ 2,340.00	$ 35,100.00
24	Remove and Replace Ex. 6-	1,715	SY	$ 133.00	$ 228,095.00
25	Remove and Replace	205	LF	$ 77.00	$ 15,785.00
26	Remove and Replace	30	LF	$ 47.00	$ 1,410.00
27	Remove and Replace Ex.	63	LF	$ 66.00	$ 4,158.00
28	Remove and Replace	1	LS	$ 27,000.00	$ 27,000.00
29	Remove and Replace	20	SY	$ 610.00	$ 12,200.00

30	Remove and Replace	1	LS	$ 30,000.00	$ 30,000.00
31	Remove, Salvage, and	10	CY	$ 950.00	$ 9,500.00
32	Remove and Replace	1	LS	$ 16,000.00	$ 16,000.00
Sub-total - Demolition and Abandonment Items				$ 513,130.00	
C. SEWER LINE					
33	48" Steel Casing Pipe Or	50	LF	$ 1,700.00	$ 85,000.00
34	48"-52" Steel Casing Pipe	225	LF	$ 1,620.00	$ 364,500.00
35	48"-52" Steel Casing Pipe	40	LF	$ 1,460.00	$ 58,400.00
36	48"-52" Steel Casing Pipe	722	LF	$ 5,000.00	$ 3,610,000.00
37	42"-52" Steel Casing Pipe	605	LF	$ 2,810.00	$ 1,700,050.00
38	Remove and Relay 42" Dia.	1,000	LF	$ 270.00	$ 270,000.00
39	Furnish and Install 42" Dia.	250	LF	$ 386.00	$ 96,500.00
40	36" Dia. Fiberglass-	5,262	LF	$ 313.00	$ 1,647,006.00
41	36" Dia. Fiberglass-	411	LF	$ 778.00	$ 319,758.00
42	30" Dia. Fiberglass-	718	LF	$ 275.00	$ 197,450.00
43	30" Dia. Fiberglass-	28	LF	$ 489.00	$ 13,692.00
44	24" PVC Gravity Sewer	40	LF	$ 322.00	$ 12,880.00
45	18" PVC Gravity Sewer	16	LF	$ 249.00	$ 3,984.00
46	12" SDR26-ASTM D3034	40	LF	$ 245.00	$ 9,800.00
47	12-inch DIPS PE4710	982	LF	$ 324.00	$ 318,168.00
48	8" SDR26-ASTM D3034	74	LF	$ 118.00	$ 8,732.00
49	Earth Balance Pressure Pipe	5	EA	$ 240,000.00	$ 1,200,000.00
50	Earth Balance Pressure Pipe	5	EA	$ 78,000.00	$ 390,000.00
51	Connect to Ex.8" PVC	3	EA	$ 1,770.00	$ 5,310.00
52	Standard 4' Dia Sanitary	3	EA	$ 9,780.00	$ 29,340.00
53	Standard 4' Dia Sanitary	4	EA	$ 11,000.00	$ 44,000.00
54	Standard 4' Dia Sanitary	1	EA	$ 13,000.00	$ 13,000.00
55	Standard 5' Dia Sanitary	2	EA	$ 13,000.00	$ 26,000.00
56	Cut-In Fiberglass Tee Base	1	LS	$ 32,000.00	$ 32,000.00
57	Fiberglass Tee Base 5' Dia	3	EA	$ 32,000.00	$ 96,000.00
58	Fiberglass Tee Base 5' Dia	13	EA	$ 32,000.00	$ 416,000.00
59	Fiberglass Tee Base 5' Dia	3	EA	$ 34,000.00	$ 102,000.00
60	Fiberglass Tee Base 5' Dia	1	EA	$ 39,000.00	$ 39,000.00
61	Fiberglass Tee Base 5' Dia	2	EA	$ 41,000.00	$ 82,000.00

62	Fiberglass Tee Base 5' Dia	1	EA	$ 40,000.00	$ 40,000.00
63	Fiberglass Tee Base 5' Dia	1	EA	$ 58,000.00	$ 58,000.00
64	Sanitary Sewer Manhole	2	EA	$ 18,000.00	$ 36,000.00
65	Post-Construction	10,463	LF	$ 4.00	$ 41,852.00
66	Bypass Pumping	1	LS	$ 770,000.00	$ 770,000.00
			Sub-total - Sewer Line Base	$ 12,136,422.00	
D. WATER LINE					
67	Remove Existing 12" Water	27	LF	$ 133.00	$ 3,591.00
68	12" AWWA C-900 DR14	27	LF	$ 466.00	$ 12,582.00
69	12"x45 Degree Bend	4	EA	$ 1,610.00	$ 6,440.00
70	Remove Existing 18" Water	65	LF	$ 89.00	$ 5,785.00
71	18" Class 250 Ductile Iron	65	LF	$ 384.00	$ 24,960.00
72	Connect to Existing 18"	2	EA	$ 5,830.00	$ 11,660.00
73	18" Gate Valve	1	EA	$ 29,000.00	$ 29,000.00
74	18"x45 Degree Bend	3	EA	$ 3,970.00	$ 11,910.00
75	18"x45 Degree Vertical	1	EA	$ 3,970.00	$ 3,970.00
			Sub-total - Water Line Base	$ 109,898.00	
			Total Base Bid	$ 13,644,510.00	

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed $15,750,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 22nd DAY OF October, 2026.

_____
John Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary (Seal)

APPROVED:



McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The project to be financed that are the subject of this Statement is:

Northeast Sewer Trunkline - $15,750,000

This project includes the construction of over 8,000 feet of 30” and 36” sanitary sewer line, rehabilitation of approximately 1,000 feet of sewer by slip lining and replacement of 1,000 feet of 42” sewer line at the tie in to the previous Ph I construction. The purpose of this work is to increase capacity as well as relocating the proposed line further away from Carter’s Creek to provide more protection of the pipe from erosion of soils along the creek.

RFP 26-081 Northeast Sewer Trunk Line Phase 3

	Belt Construction	BRCT LLC, dba	Cash Construction Company	Elliott Construction,	Garney Construction	Norman Construction	SJ Louis Construction
Total Base Bid	$ 14,931,922.00	$ 12,106,694.20	$ 13,644,510.00	$ 13,841,938.00	$ 15,295,222.00	$ 16,323,375.00	$ 18,125,037.00

October 22, 2026
Item No. 7.3.
Jones Butler Extension & Roundabout Project

Sponsor: Susan Monnat, Sr Project Manager, Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a construction contract with Brazos Paving, Inc. in the amount of $12,337,955.05 for the Jones Butler Extension & Roundabout Project, plus the City's contingency amount of $1,250,000 for a total approval of $13,587,955.05 and a Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt. Approval of this item grants authority for the City Manager to authorize project expenditures up to the City's contingency amount.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval and recommends approval of the resolution declaring intention to reimburse certain expenditures with proceeds from debt.

Summary: This project includes the reconstruction of Jones Butler Road from FM 2818 to Holleman Drive South, with a proposed multi-lane roundabout at that intersection with N. Dowling Rd. The project includes placing a concrete roadway with curb, gutter, underground storm sewer, and sidewalks.

The project also includes significant water transmission line construction leading to and within the Dowling Road Pump Station location. These transmission lines are a critical component of the City's Water System.

Due to the critical nature of this construction by Brazos Paving, a contract amendment for Kimley-Horn and Associates, Inc. is being brought to Council under separate cover to provide a dedicated specialized construction inspector (RPR) serving as additional technical oversight.

The City of College Station received four (4) Competitive Sealed Proposals (CSP). After evaluating the proposals, Brazos Paving, Inc. was selected as the most qualified firm.

Budget & Financial Summary: Combined budget in the amount of $18,425,000 is included for this project in the Street, Water and Wastewater Capital Improvement Projects Funds. A total of $1,529,052 has been expended or encumbered to date, leaving a balance of $16,895,948 for this contract and future expenses.

The "Resolution Declaring Intention to Reimburse Certain Expenditures with Proceeds from Debt" is necessary for this project because all the long-term debt projected to be issued for this project has not yet been issued. The debt for the project is scheduled to be issued at a later date.

Attachments:
1. Jones Butler Project Location Map
2. Jones Butler Contract
3. Jones Butler Resolution
4. Jones Butler Ext Bid Summary

Jones Butler Extension and Roundabout Project Location



CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 27300046 PROJECT #: ST2006, WA2001,WW2001 BID/RFP/RFQ#: 26-073 Buyer: Brandi

Project Name / Contract Description: Jones Butler Extension and Roundabout Construction Contract

Name of Contractor: Brazos Paving, Inc.

CONTRACT TOTAL VALUE: $ 12,337,955.05 **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)

City of College Station CIP received four (4) Competitive Sealed Proposals (CSP). After evaluating the proposals, Brazos Paving, Inc. was selected as the most qualified firm.

Combined budget in the amount of $18,425,000 is included for this project in the Street, Water and Wastewater Capital Improvement Projects Funds.

A total of $1,529,052 has been expended or encumbered to date, leaving a balance of $16,895,948 for this contract and future expenses.

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 10/22/26 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

Jennifer Cain — 10/15/2026
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

Updated 09/21/2026

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 BRAZOS PAVING INC. (the "Contractor") for the construction and/or installation of the following:
CSP 26-073 Jones Butler Extension and Roundabout Project.

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 Contingency Amount. The term "Contingency Amount" shall mean and be understood as referring to the amount established and appropriated by the City, to be used exclusively by the City and in the City's sole discretion, to pay City-authorized costs associated with Change Orders and other related expenses for this Project. The Contractor agrees that the Contingency Amount, if any, is established by and is for the sole use of the City, that the Contingency Amount is not included in the Contract Amount, and that the Contractor has no right to use or receive any Contingency Amount unless authorized by the City in a written and duly authorized change order. The City's Contingency Amount is: One Million Two Hundred Fifty Thousand and NO **/100 Dollars ($** 1,250,000).

1.06 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 Contractor's final completion of all Work in conformity with this Agreement, City shall pay Contractor an amount not to exceed: Twelve Million, Three Hundred Thirty-Seven Thousand, Nine Hundred Fifty-Five and 05 **/100 Dollars ($** 12,337,955.05).

1.07 Contract Documents. The term "Contract Documents" shall mean those documents listed in Section 2.01.

1.08 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.

1.09 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.

1.10 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.

1.11 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.

1.12 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").

1.13 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.

1.14 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.

1.15 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.

1.16 Parties. The "parties" are the City and the Contractor.

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 Section 2.05, however, shall not relieve the Contractor of any of the obligations set forth in Sections 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 Sections 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 Sections 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. 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 Contractor shall submit an updated Construction Schedule that reflects changes authorized by approved change orders. 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, including PDF/electronic versions and CAD files.

(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 Subsection.

(b) The City may exercise the rights furnished the City under or pursuant to this Subsection 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, an updated Project Schedule and 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 Section 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 Section 16.9(a) and (2) changes in the Contractor's costs under Section 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 Section.

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 Section 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 other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.

(b) Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.

(c) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.

(d) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.

(e) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.

(f) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.

(g) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.

(h) City's determination of an amount of liquidated damages.

(i) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.

(j) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

(k) 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 Section.

16.12 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.

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 this Agreement 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 this Agreement 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

18.01 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 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. The Contractor bid calendar days for the time within which it shall reach Substantial Completion of the Project.

18.04 The Work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

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 this Agreement. 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 such 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 Section 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 Section 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 National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); 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 Section 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 Five Hundred and NO **/100 DOLLARS ($** 500.00 **)** 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 (other than defects from third parties as set out in Chapter 59 Texas Business and Commerce Code relating to non-critical infrastructure), 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 under warranty as set forth in this Section 25, 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 Section 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 Sections 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, including any increases in value due to duly authorized change orders to the Work and Project. 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 Sections (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 and, if required by Contractor's surety to cover increases in the dollar amounts or amount of Work that is increased by a duly authorized change order, Contractor shall secure performance and payment bond riders to increase the dollar amounts and coverages of the performance and payment bonds.

(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, and any subsequently issued bond riders, 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 Section 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 this Agreement, 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 this Agreement). **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 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 Section 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 Section 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;

(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 Section 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Section 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 Section 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.

46.17 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.

List of Exhibits

- **A.** Wage Rates
- **B.** Performance & Payment Bonds
- **C.** Certificates of Insurance
- **D.** Plans & Specifications
- **E.** Construction Schedule
- **F.** Schedule of Values

BRAZOS PAVING INC.

By: Martin Jackson

Printed Name: Martin Jackson

Title: president

Date: 10/15/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

"General Decision Number: TX20260291 05/18/2026

State: Texas

Construction Types: Highway

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

Modification Number	Publication Date
0	01/02/2026
1	05/18/2026

SATX2025-004 11/15/2023

	Rates	Fringes
WORK ZONE BARRICADE SERVICER	$ 17.75	0.00
WELDER	$ 23.38	0.00
TRUCK DRIVER, TANDEM AXLE TRACTOR WITH SEMI TRAILER	$ 21.71	0.00
TRUCK DRIVER, SINGLE OR TANDEM AXLE DUMP TRUCK	$ 20.91	0.00
TRUCK DRIVER, SINGLE AXLE	$ 19.70	0.00
TRUCK DRIVER LOWBOY FLOAT	$ 25.96	0.00
TRAFFIC SIGNAL/LIGHT POLE WORKER	$ 21.99	0.00
SPREADER BOX OPERATOR	$ 19.31	0.00
SIGN ERECTOR	$ 17.52	0.00
SERVICER	$ 23.75	0.00
SCRAPER OPERATOR	$ 17.52	0.00
ROLLER OPERATOR, OTHER	$ 17.52	0.00
ROLLER OPERATOR, ASPHALT	$ 20.24	0.00
REINFORCING STEEL WORKER	$ 22.46	0.00
RECLAIMER/PULVERIZER OPERATOR	$ 19.05	0.00
PIPELAYER	$ 19.23	0.00
PAVEMENT MARKING MACHINE OPERATOR	$ 22.00	0.00
PAINTER, STRUCTURES	$ 23.76	0.00
OFF ROAD HAULER	$ 17.52	0.00
MOTOR GRADER OPERATOR, ROUGH	$ 22.95	0.00
MOTOR GRADER OPERATOR, FINE GRADE	$ 26.56	0.00
MILLING MACHINE OPERATOR	$ 21.73	0.00
MECHANIC	$ 26.15	0.00
LOADER/BACKHOE OPERATOR	$ 20.32	0.00
LABORER, UTILITY	$ 19.05	0.00
LABORER, COMMON	$ 17.52	0.00
FRONT END LOADER OPERATOR, OVER 3 CY	$ 20.20	0.00
FRONT END LOADER OPERATOR, 3 CY OR LESS	$ 20.33	0.00
FOUNDATION DRILL OPERATOR, TRUCK MOUNTED	$ 24.28	0.00
FORM SETTER, PAVING & CURB	$ 19.18	0.00
FORM BUILDER/SETTER, STRUCTURES	$ 20.63	0.00
FLAGGER	$ 15.52	0.00
EXCAVATOR OPERATOR, OVER 50,000 POUNDS	$ 22.90	0.00
EXCAVATOR OPERATOR, 50,000 POUNDS OR LESS	$ 22.93	0.00
ELECTRICIAN	$ 30.54	0.00

DIRECTIONAL DRILLING OPERATOR.....$ 25.19 0.00
DIRECTIONAL DRILLING LOCATOR.....$ 21.39 0.00
CRAWLER TRACTOR OPERATOR.....$ 20.92 0.00
CRANE OPERATOR, LATTICE BOOM OVER 80 TONS.....$ 28.87 0.00
CRANE OPERATOR, LATTICE BOOM 80 TONS OR LESS.....$ 26.47 0.00
CRANE OPERATOR, HYDRAULIC 80 TONS OR LESS.....$ 29.24 0.00
CONCRETE SAW OPERATOR.....$ 25.97 0.00
CONCRETE PAVEMENT FINISHING MACHINE OPERATOR.....$ 22.81 0.00
CONCRETE FINISHER, PAVING AND STRUCTURES.....$ 20.61 0.00
BROOM OR SWEEPER OPERATOR.....$ 18.09 0.00
BOOM TRUCK OPERATOR.....$ 27.82 0.00
ASPHALT RAKER.....$ 19.40 0.00
ASPHALT PAVING MACHINE OPERATOR.....$ 22.12 0.00
ASPHALT DISTRIBUTOR OPERATOR.....$ 24.07 0.00
AGRICULTURAL TRACTOR OPERATOR.....$ 19.14 0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.
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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

"

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.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

PERFORMANCE BOND

Bond No. B 3307243

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, Brazos Paving, Inc, as Principal, hereinafter called "Contractor" and the other subscriber hereto The Cincinnati Casualty Company, 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 Twelve Million, Three Hundred Thirty-Seven Thousand, Nine Hundred Fifty-Five and 05 /100 Dollars ($ 12,337,955.05) 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 CSP 26-073 Jones Butler Extension and Roundabout Project,

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. B 3307243

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) **(SEAL)**
WITNESS: (if not a corporation)

BRAZOS PAVING, INC.

By: Alie Seay

Name: ALIE SEAY

Title: BID COORDINATOR

Date: 10/22/2026

By: Billy Prewitt

Name: Billy Prewitt

Title: Sr. V.P.

Date: 10/22/2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: Gabby Castaneda

Name: Gabby Castaneda

Title: Assistant Account Manager

Date: 10/22/2026

The Cincinnati Casualty Company
(Full Name of Surety)

6200 South Gilmore Road

Fairfield, OH 45014
(Address of Surety for Notice)

By: Stephanie Lucien

Name: Stephanie Lucien

Title: Attorney-in-Fact

Date: 10/22/2026

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. 27300046
Construction Agreement Over $50,000
Form 04-20-2023

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF AUTHORITY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the Companies, do hereby constitute and appoint

Vladimir Chemadurov; Rob Eppers; Michelle McCall; Russell Gourgues; Lauren Wood; Randi Meche; Lisa Marroquin; Mike Chatelain; Stephanie Lucien and/or Maria Pallares

of Houston, Texas

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments as follows:

Any such obligations in the United States, up to
Fifty Million and No/100 Dollars ($50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of the Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that any Senior Vice President or Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of any Senior Vice President or Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these present to be sealed with their corporate seals, duly attested by any Senior Vice President or Vice President this 27th day of July, 2026.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Scott R. Bolden

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 27th day of July, 2026 before me came the above named Senior Vice President or Vice President of the Cincinnati Insurance Company and the Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

J. Richard Brown, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand seal of said Companies at Fairfield, Ohio, this 22nd day of October , 2026 .

BN-1457 (07/26)

TEXAS STATUTORY PAYMENT BOND

Bond No. B 3307243

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, Brazos Paving, Inc, as Principal, hereinafter called "Principal" and the other subscriber hereto The Cincinnati Casualty Company, a corporation organized and existing under the laws of the State of Ohio, 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 Twelve Million, Three Hundred Thirty-Seven Thousand, Nine Hundred Fifty-Five and 05/100 Dollars ($12,337,955.05) 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 22ND day of October, 2026, for CSP 26-073 Jones Butler Extension and Roundabout Project, 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. B 3307243

FOR THE CONTRACTOR:

ATTEST & SEAL: (if a corporation) **(SEAL)**
WITNESS: (if not a corporation)

BRAZOS PAVING, INC.

By: Alie Seay

Name: ALIE SEAY

Title: BID COORDINATOR

Date: 10/22/2026

By: Billy Prewitt

Name: Billy Prewitt

Title: Sr. V.P.

Date: 10/22/2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: Gabby Castaneda

Name: Gabby Castaneda

Title: Assistant Account Manager

Date: 10/22/2026

The Cincinnati Casualty Company
(Full Name of Surety)

6200 South Gilmore Road

Fairfield, OH 45014
(Address of Surety for Notice)

By: Stephanie Lucien

Name: Stephanie Lucien

Title: Attorney-in-Fact

Date: 10/22/2026

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. 27300046
Construction Agreement Over $50,000
Form 04-20-2023

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF AUTHORITY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the Companies, do hereby constitute and appoint

Vladimir Chemadurov; Rob Eppers; Michelle McCall; Russell Gourgues; Lauren Wood; Randi Meche; Lisa Marroquin; Mike Chatelain; Stephanie Lucien and/or Maria Pallares

of Houston, Texas

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments as follows:

Any such obligations in the United States, up to
Fifty Million and No/100 Dollars ($50,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of the Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that any Senior Vice President or Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of any Senior Vice President or Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these present to be sealed with their corporate seals, duly attested by any Senior Vice President or Vice President this 27th day of July, 2026.

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Scott R Boden

STATE OF OHIO)SS:
COUNTY OF BUTLER)

On this 27th day of July, 2026 before me came the above named Senior Vice President or Vice President of the Cincinnati Insurance Company and the Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.

J. Richard Brown, Attorney at Law
Notary Public – State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand seal of said Companies at Fairfield, Ohio, this 22nd day of October , 2026 .

BN-1457 (07/26)

TEXAS IMPORTANT NOTICE

To obtain information or make a complaint:

You may call our toll-free telephone number for information or to make a complaint at:

1-800-635-7521

You may also write to us at:

The Cincinnati Insurance Companies
6200 South Gilmore Road
Fairfield, Ohio 45014 - 5141

or

The Cincinnati Insurance Companies
P.O. Box 145496
Cincinnati, Ohio 45250-5496

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 contact the agent first. 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.

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/14/2026

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 Marsh & McLennan Agency LLC 2929 Allen Parkway Suite 2500 Houston TX 77019	**CONTACT NAME:** Kelly M. Bell **PHONE (A/C, No, Ext):** 713-780-6632 **FAX (A/C, No):** **E-MAIL ADDRESS:** Kelly.M.Bell@MarshMMA.com
INSURED BRAZOPAVIN Brazos Paving, Inc. BPI Materials, LLC PO Box 714 Bryan TX 77806	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** National Union Fire Ins Co PittsburghPA — 19445 **INSURER B :** New Hampshire Insurance Company — 23841 **INSURER C :** SiriusPoint Specialty Insurance Corp. — 16820 **INSURER D :** Navigators Specialty Insurance Company — 36056 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 121538872 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			3960905	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 5,000,000 $ 300,000 $ 25,000 $ 5,000,000 $ 10,000,000 $ 10,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			6401559	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 5,000,000 $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC067960974	3/1/2026	3/1/2027	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
C D	Excess Liability - $3M Excess Liability -$5Mxs$3M			TSX-002121-26 CH26EXCZ0RQ69IC	10/14/2026 10/14/2026	3/1/2027 3/1/2027	Each Occ. / Aggregate Each Occ. / Aggregate	$3,000,000 $5,000,000

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 automatic Additional Insured endorsements that provides additional insured status only where such status is required by a written contract. Coverage for the Additional Insured under the General Liability and Automobile Liability policies is Primary and Non-contributory only where required by written contract. Additional Insured under the General Liability includes ongoing and completed operations, each, if required by written contract. The General Liability, Automobile Liability, Workers' Compensation policies include a Blanket Waiver of Subrogation endorsement in favor of certificate where such status is required by a written contract. The Excess Liability policy is follow form for the additional insured and waiver of subrogation only where required by written contract. 30 Day Notice of Cancellation included if required by written contract.
Re: Contract #CSP 26-073 Jones Butler Extension and Roundabout Project
Additional Insureds: The City of College Station, its agents, officials, employees and volunteers - applies per the Blanket Additional Insured endorsement which grants additional insured status only where such status is required by a written contract.

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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POLICY NUMBER: GL 3960905
Effective: 3/01/2026 **COMMERCIAL GENERAL LIABILITY**

CG 02 24 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ ITCAREFULLY.

EARLIER NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Number of Days' Notice 90

(If no entry appears above, information required to complete this Schedule will be shown in the Declarations as applicable to this endorsement.)

For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in paragraph **2.** of either the CANCELLATION Common Policy Condition or as amended by an applicable state cancellation endorsement, is increased to the number of days shown in the Schedule above.

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 3/01/2026 forms a part of

policy No. **GL 396-09-05** issued to **BRAZOS PAVING, INC.**

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

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 FORM

SCHEDULE

NAME OF PERSON OR ORGANIZATION:

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 that requires use of 97838 04/08 or its equivalent.

Location and Description of Completed Operations:

Per the written contract or agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

A. **SECTION II -WHO IS AN INSURED** is amended to include as an insured;

The person or organization shown in the schedule, but only with respect to liability arising out of your ongoing operations performed for that additional insured.

B. With respect to the insurance afforded to these additional insureds, **SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. - Exclusions,** is amended to include the following additional exclusion;

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 site 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.

All other terms and conditions remain unchanged.

Authorized Representative

ENDORSEMENT

This endorsement, effective 12:01 A.M. 3/01/2026 forms a part of

policy No. **GL 396-09-05** issued to **BRAZOS PAVING, INC.**

by **NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA**

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 FORM

SCHEDULE

NAME OF ADDITIONAL INSURED PERSON OR ORGANIZATION:

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 that requires use of 97837 04/08 or its equivalent.

LOCATION AND DESCRIPTION OF COMPLETED OPERATIONS:

Per the written contract or agreement

ADDITIONAL PREMIUM:

(If No entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

SECTION II - WHO IS AN INSURED is amended to include as an insured;

The person or organization shown in the Schedule, but only with respect to liability arising out of "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".

All other terms and conditions remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You): ANY PREMISES OR PART THEREOF LEASED TO YOU.
Name Of Person(s) Or Organization(s) (Additional Insured): ANY PERSON OR ORGANIZATION FROM WHOM YOU LEASE PREMISES OR WHO MANAGES PREMISES YOU OWN AND TO WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED UNDER THIS POLICY AS A RESULT OF ANY LEASE OR MANAGEMENT AGREEMENT YOU ENTER INTO WITH SUCH PARTIES.
Additional Premium: $ INCLUDED
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 you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

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.

ADDITIONAL INSURED – VENDORS

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) (Vendor)	Your Products
VENDORS WHO SELL OR DISTRIBUTE YOUR PRODUCTS.	ALL PRODUCTS
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 any person(s) or organization(s) (referred to throughout this endorsement as vendor) shown in the Schedule of this endorsement, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" shown in the Schedule of this endorsement which are distributed or sold in the regular course of the vendor's business.

However:

1. The insurance afforded to such vendor only applies to the extent permitted by law; and

2. If coverage provided to the vendor is required by a contract or agreement, the insurance afforded to such vendor will not be broader than that which you are required by the contract or agreement to provide for such vendor.

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

1. The insurance afforded the vendor does not apply to:

a. "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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

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h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.;** or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

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

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor 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 – MORTGAGEE, ASSIGNEE OR RECEIVER

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name(s) Of Person(s) Or Organization(s)	Designation Of Premises
ANY PERSON OR ORGANIZATION CONTRACTUALLY REQUIRING STATUS AS AN ADDITIONAL INSURED STATUS AS THE MORTGAGEE, ASSIGNEE, OR RECEIVER.	ANY PREMISES OR PART THEREOF LEASED TO YOU
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 their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you and shown in the Schedule.

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. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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 – LESSOR OF LEASED EQUIPMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION CONTRACTUALLY REQUIRING ADDITIONAL INSURED STATUS AS A LESSOR UNDER THE TERMS OF AN EQUIPMENT LEASING CONTRACT YOU ENTER INTO WITH SUCH PERSON OR ORGANIZATION.
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 your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

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, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

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.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

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 DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name of Person(s) Or Organization(s):
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, effective 12:01 A.M. 3/01/2026 forms a part of

Policy No. CA 6401559 issued to Brazos Paving, 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 **3 0** 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.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12:01 A.M. 3/01/2026 **forms a part of** **Policy No.** CA 6401559

issued to Brazos Paving, 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 or organizations liability arising out of the use of a covered "auto".

I. **SECTION II - 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

87950 (09/14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ENDORSEMENT

This endorsement, effective 12:01 A.M. 3/01/2026 **forms a part of**

Policy No. CA 6401559 **issued to** Brazos Paving, Inc.

By NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add**:**

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

(1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

_____

AUTHORIZED REPRESENTATIVE

62897 (6/95)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LESSOR – ADDITIONAL INSURED AND LOSS PAYEE

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.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Brazos Paving, Inc.
Endorsement Effective Date: 3/01/2026

SCHEDULE

Insurance Company: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA	
Policy Number: CA 6401559	**Effective Date:** 3/01/2026
Expiration Date: 3/01/2027	
Named Insured: Brazos Paving, Inc.	
Address: 7601 W State Hwy 21 Bryan, TX 77807	
Additional Insured (Lessor):	
Address:	
Designation Or Description Of "Leased Autos":	ALL “AUTOS” UNDER A LEASING OR RENTAL AGREEMENT BETWEEN THE “INSURED” AND THE LESSOR LISTED ABOVE AS THE ADDITIONAL INSURED THAT REQUIRES DIRECT PRIMARY INSURANCE.

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Coverages	Limit Of Insurance
Covered Autos Liability	**$ 2,000,000 Each "Accident"**
Comprehensive	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ 250 Deductible For Each Covered "Leased Auto"**
Collision	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ 500 Deductible For Each Covered "Leased Auto"**
Specified Causes Of Loss	**Actual Cash Value Or Cost Of Repair, Whichever Is Less, Minus $ Deductible For Each Covered "Leased Auto"**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Coverage

1. Any "leased auto" designated or described in the Schedule will be considered a covered "auto" you own and not a covered "auto" you hire or borrow.
2. For a "leased auto" designated or described in the Schedule, the **Who Is An Insured** provision under **Covered Autos Liability Coverage** is changed to include as an "insured" the lessor named in the Schedule. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
   a. You;
   b. Any of your "employees" or agents; or
   c. Any person, except the lessor or any "employee" or agent of the lessor, operating a "leased auto" with the permission of any of the above.
3. The coverages provided under this endorsement apply to any "leased auto" described in the Schedule until the expiration date shown in the Schedule, or when the lessor or his or her agent takes possession of the "leased auto", whichever occurs first.

B. Loss Payable Clause

1. We will pay, as interest may appear, you and the lessor named in this endorsement for "loss" to a "leased auto".
2. The insurance covers the interest of the lessor unless the "loss" results from fraudulent acts or omissions on your part.
3. If we make any payment to the lessor, we will obtain his or her rights against any other party.

C. Cancellation

1. If we cancel the policy, we will mail notice to the lessor in accordance with the Cancellation Common Policy Condition.
2. If you cancel the policy, we will mail notice to the lessor.
3. Cancellation ends this agreement.

D. The lessor is not liable for payment of your premiums.

E. Additional Definition

As used in this endorsement:

"Leased auto" means an "auto" leased or rented to you, including any substitute, replacement or extra "auto" needed to meet seasonal or other needs, under a leasing or rental agreement that requires you to provide direct primary insurance for the lessor.

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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 3/01/2026

forms a part of Policy No. **WC 067960974** Issued to **Brazos Paving, Inc.**

By New Hampshire Insurance Company

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

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 3/01/2026 forms a part of Policy No. **WC067960974**

Issued to **Brazos Paving, Inc.**

By **New Hampshire 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 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:

3. Premium:

   The premium charge for this endorsement shall be 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:

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

Countersigned by _

Authorized Representative

EXHIBIT D
PLANS AND SPECIFICATIONS

If the plans and specifications from the RFP/CSP are not physically inserted here, then they are fully incorporated into this contract by reference.

CSP 26-073 Jones Butler Extension and Roundabout Project `

EXHIBIT E
CONSTRUCTION SCHEDULE

	Duration	Start	Finish
Jones Butler Roundabout & Extension	**670 days**	**10/23/26**	**5/17/29**
Lead Time for Materials	128 days	Fri 10/23/26	Fri 10/26/27
Phase 1A	**83 days**	**Mon 3/1/27**	**Wed 6/23/27**
Install Water Line A Sta 1+00 to 12+88.11 and 30" Flowmeter Vault			
Phase 1B	**23 days**	**Thu 6/24/27**	**Mon 7/26/27**
Install Water Lines B Sta 1+00 to 3+25 and D Sta 1+00 to 2+73.32			
Phase 1C	**24 days**	**Tue 7/27/27**	**Fri 8/27/27**
Install Water Lines B Sta 3+25 to 3+71 and D Sta 2+73.32 to 3+28			
Install Storm Line A Sta 100+00 to 101+42.50			
Phase 1D	**15 days**	**Mon 8/30/27**	**Tue 9/17/27**
Install Water Lines B Sta 3+71 to 4+18 and D Sta 3+28 to 4+32 and E Sta 1+00 to 2+85.86			
Phase 1E	**142 days**	**Mon 9/20/27**	**Tue 4/4/28**
Install Water Lines B Sta 3+25 to 10+50, C Sta 1+00 to 3+77, F Sta 1+00 to 11+46.15, I Sta 1+00 to 2+12.47 and Install 36" Flow Meter Vault			
Relocate Existing 8" Water Line, Cut & Cap Abandoned Water Lines and Install Sewer Line A From Sta 1+00 to 5+29.63			
Install Traffic Railing			
Phase 2	**132 days**	**Wed 4/5/28**	**Thu 10/5/28**
Demo Pavement, Prepare Subgrade, Street Lighting, Install Pavement, Sidewalks, Median			
Install Storm Line A Sta 101+42.5 to End			
Phase 3	**91 days**	**Fri 10/6/28**	**Fri 2/9/29**
Demo Pavement/Utilities, Prepare Subgrade, Street Lighting, Install Pavement, Sidewalks, Median			
Install Storm Line B			
Phase 4	**69 days**	**Mon 2/12/29**	**Thu 5/17/29**
Install Splitter Islands, Center Median Island, Landscaping, Striping & Signage, Final Clean Up			

EXHIBIT F
SCHEDULE OF VALUES

				Brazos Paving, Inc.	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
1	Mobilization	1	LS	$ 910,000.00	$ 910,000.00
2	Traffic Control	1	LS	$ 188,700.00	$ 188,700.00
3	**Portable Message Board**	**20**	**WKS**	$ 2,000.00	$ 40,000.00
4	Portable Concrete Traffic Barrier	590	LF	$ 50.30	$ 29,677.00
5	Temporary Asphalt	1150	SY	$ 65.00	$ 74,750.00
6	Erosion and Sedimentation Control	1	LS	$ 36,555.00	$ 36,555.00
7	Solid Sod Disturbed Areas	6625	SY	$ 10.20	$ 67,575.00
8	Seeding, Hydromulch	10500	SY	$ 0.80	$ 8,400.00
9	Topsoil (4")	750	CY	$ 45.00	$ 33,750.00
10	Irrigation Restoration Allowance	1	LS	$ 10,000.00	$ 10,000.00
11	ROW Preparation & Tree Removal	1	LS	$ 45,500.00	$ 45,500.00
	TOTAL SECTION A - GENERAL CONSTRUCTION ITEMS			**$**	**1,444,907.00**
12	Removal of Existing Concrete Pavement	3250	SY	$ 27.00	$ 87,750.00
13	Removal of Existing Concrete Curb and Gutter	840	LF	$ 12.00	$ 10,080.00
14	Removal of Existing Median	385	SY	$ 31.50	$ 12,127.50
15	Removal of Existing Sidewalk	850	SY	$ 27.00	$ 22,950.00
16	Removal of Existing Gravel Pavement	1330	SY	$ 12.00	$ 15,960.00
17	Removal of Existing Asphalt	1265	SY	$ 12.00	$ 15,180.00
18	Removal of Existing Fence	1350	LF	$ 6.55	$ 8,842.50
19	Removal of Existing Sign and Support	8	EA	$ 230.00	$ 1,840.00
20	Removal of Existing Striping	1250	LF	$ 3.50	$ 4,375.00
21	Removal of Safety End Treatment	4	EA	$ 800.00	$ 3,200.00
22	Removal of Storm Line	625	LF	$ 34.00	$ 21,250.00
23	Removal of Storm Manhole	3	EA	$ 600.00	$ 1,800.00
24	Removal of Inlet	3	EA	$ 600.00	$ 1,800.00
25	Excavation	5250	CY	$ 20.80	$ 109,200.00
26	Embankment	5000	CY	$ 17.00	$ 85,000.00
	TOTAL SECTION B - DEMOLITION ITEMS			**$**	**401,355.00**
27	8" Lime Treated Subgrade	8,900	SY	$ 11.90	$ 105,910.00
28	Hydrated Lime	160	TON	$ 480.00	$ 76,800.00
29	8" Concrete Pavement with Integral Curb	7,450	SY	$ 85.30	$ 635,485.00
30	6" Concrete Curb and Gutter	840	LF	$ 24.00	$ 20,160.00
31	Integral Colored 10" Concrete Truck Apron	425	SY	$ 134.00	$ 56,950.00
32	Integral Colored/Textured 4" Concrete (Splitter Island)	300	SY	$ 120.00	$ 36,000.00
33	Integral Colored/Stamped 4" Concrete Median	520	SY	$ 120.00	$ 62,400.00
34	3" Mountable Truck Apron Curb	500	LF	$ 20.00	$ 10,000.00
35	14" Concrete Retaining Wall (Truck Apron)	325	LF	$ 87.75	$ 28,518.75
36	4" Concrete Sidewalk	1,660	SY	$ 65.00	$ 107,900.00
37	4" Concrete Sidewalk (Special) (Retaining Wall)	500	SY	$ 116.00	$ 58,000.00
38	6" Sidewalk Curb	15	LF	$ 70.00	$ 1,050.00
39	TxDOT Type 3 Pedestrian Ramp	10	EA	$ 2,025.00	$ 20,250.00

				Brazos Paving, Inc.	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
40	TxDOT Type 21 Pedestrian Ramp	5	EA	$ 2,400.00	$ 12,000.00
41	Bike Ramp	2	EA	$ 2,025.00	$ 4,050.00
42	Gravel Driveway	75	SY	$ 60.00	$ 4,500.00
43	TxDOT Sign and Support	44	EA	$ 1,210.00	$ 53,240.00
44	5-Strand Barbed Wire Fence	125	LF	$ 10.50	$ 1,312.50
45	4" Thermoplastic Striping Solid White/Yellow Line w/sealant	2,525	LF	$ 1.24	$ 3,131.00
46	4" Thermoplastic Striping Skip White Line w/sealant	500	LF	$ 1.30	$ 650.00
47	6" Thermoplastic Striping Solid White/Yellow Line w/sealant	1,200	LF	$ 1.85	$ 2,220.00
48	8" Thermoplastic Striping Solid White Line w/sealant	715	LF	$ 2.60	$ 1,859.00
49	8" Thermoplastic Striping Skip White Line w/sealant	50	LF	$ 3.30	$ 165.00
50	18" Thermoplastic Striping Solid Yellow Line w/sealant	150	LF	$ 10.50	$ 1,575.00
51	18" Thermoplastic Striping Skip White Line w/sealant	100	LF	$ 9.50	$ 950.00
52	18" Thermoplastic Striping Yield Triangle w/sealant	49	EA	$ 65.00	$ 3,185.00
53	24" Thermoplastic Striping Solid White Line w/sealant	450	LF	$ 10.50	$ 4,725.00
54	Thermoplastic Striping White/Yellow Word/Arrow w/sealant	23	EA	$ 520.00	$ 11,960.00
55	Bike Lane Symbol with Arrow	5	EA	$ 595.00	$ 2,975.00
56	Type 1-C RPM	28	EA	$ 10.50	$ 294.00
	TOTAL SECTION C - ROADWAY CONSTRUCTION ITEMS			**$**	**1,328,215.25**
57	18" RCP, C76 Class III, w/ ASTM C443 Rubber Gasket & Full Depth Cement Stabilized Sand Backfill	265	LF	$ 130.20	$ 34,503.00
58	24" RCP, C76 Class III, w/ ASTM C443 Rubber Gasket & Full Depth Cement Stabilized Sand Backfill	370	LF	$ 154.20	$ 57,054.00
59	30" RCP, C76 Class III w/ ASTM C443 Rubber Gasket & Full Depth Cement Stabilized Sand Backfill	610	LF	$ 205.00	$ 125,050.00
60	3' Drop Inlet	3	EA	$ 4,800.00	$ 14,400.00
61	2.5' Grate Inlet	1	EA	$ 5,000.00	$ 5,000.00
62	4' Junction Box w/ Full Depth Cement Stabilized Sand Backfill	4	EA	$ 4,500.00	$ 18,000.00
63	10' Recessed Curb Inlet w/ Full Depth Cement Stabilized Sand Backfill	1	EA	$ 6,800.00	$ 6,800.00
64	15' Recessed Curb Inlet w/ Full Depth Cement Stabilized Sand Backfill	5	EA	$ 7,725.00	$ 38,625.00
65	18" SET, 1 Pipe	1	EA	$ 2,000.00	$ 2,000.00
66	Trench Safety	1245	LF	$ 7.00	$ 8,715.00
	TOTAL SECTION D - STORM DRAIN CONSTRUCTION ITEMS			**$**	**310,147.00**
67	TXDOT 0416 6003 DRILL SHAFT (30 IN)	80	LF	$ 525.00	$ 42,000.00
68	TXDOT 0618 6023 CONDT (PVC) (SCH 40) (2")	1545	LF	$ 32.75	$ 50,598.75
69	TXDOT 0618 6024 CONDT (PVC) (SCH 40) (BORE)	305	LF	$ 52.50	$ 16,012.50
70	TXDOT 0618 6070 CONDT (RM) (2")	10	LF	$ 72.00	$ 720.00
71	TXDOT 0620 6007 ELEC CONDR (NO.8) BARE	1620	LF	$ 4.00	$ 6,480.00
72	TXDOT 0620 6008 ELEC CONDR (NO.8) INSULATED	3890	LF	$ 4.00	$ 15,560.00
73	TXDOT 0624 6004 GROUND BOX TY B (122322) W/APRON	15	EA	$ 2,490.00	$ 37,350.00
74	TXDOT 0628 6008 ELC SRV TY A 120/240 060(NS)SS(E)PS(U)	1	EA	$ 12,500.00	$ 12,500.00
75	IN RD IL (TY SA) 30S-10 (250 EQ) LED	10	EA	$ 8,520.00	$ 85,200.00
76	EXPLORATORY EXCAVATION OF EXISTING UTILITIES	60	EA	$ 655.00	$ 39,300.00
	TOTAL SECTION E - ILLUMINATION ITEMS			**$**	**305,721.25**
77	T631 Rail	275	LF	$ 86.48	$ 23,782.00

				Brazos Paving, Inc.	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
78	T631 Rail Foundation	50	CY	$ 400.00	$ 20,000.00
	TOTAL SECTION F - SCREENING WALL - CIP			**$**	**43,782.00**
79	Tunnel with 66" I.D. Tunnel Liner Plate	117	LF	$ 2,370.00	$ 277,290.00
80	48" Steel Casing (Installed by Open Cut)	86	LF	$ 440.00	$ 37,840.00
81	42" Steel Casing (Installed by Open Cut)	76	LF	$ 405.00	$ 30,780.00
82	Bore with 42" Steel Casing Pipe	131	LF	$ 1,486.00	$ 194,666.00
83	48" Class 250 Ductile Iron Water Line w/ Casing Spacers	117	LF	$ 1,720.00	$ 201,240.00
84	36" Class 250 Ductile Iron Water Line w/ Casing Spacers	86	LF	$ 1,080.00	$ 92,880.00
85	30" Class 250 Ductile Iron Water Line w/ Casing Spacers	207	LF	$ 728.00	$ 150,696.00
86	48" Class 250 Ductile Iron Water Line (By Open Cut)	90	LF	$ 2,700.00	$ 243,000.00
87	42" Class 250 Ductile Iron Water Line (By Open Cut)	20	LF	$ 7,700.00	$ 154,000.00
88	36" Class 250 Ductile Iron Water Line (By Open Cut)	517	LF	$ 1,107.00	$ 572,319.00
89	30" Class 250 Ductile Iron Water Line (By Open Cut)	3085	LF	$ 658.00	$ 2,029,930.00
90	24" Class 250 Ductile Iron Water Line (By Open Cut)	5	LF	$ 2,435.00	$ 12,175.00
91	12" PVC C-900 DR-14 Water Line (By Open Cut)	113	LF	$ 200.00	$ 22,600.00
92	8" PVC C-900 DR-14 Water Line (By Open Cut)	115	LF	$ 140.00	$ 16,100.00
93	36" and 30" Flow Meter Vault	1	LS	$ 1,100,000.00	$ 1,100,000.00
94	Remove Fire Hydrant	1	EA	$ 1,450.00	$ 1,450.00
95	Standard Fire Hydrant Assembly	1	EA	$ 9,720.00	$ 9,720.00
96	Grout Fill Ex. 30" Water Line	519	LF	$ 44.00	$ 22,836.00
97	Grout Fill Ex. 24" Water Line	533	LF	$ 35.00	$ 18,655.00
98	Grout Fill Ex. 8" Water Line	1434	LF	$ 25.00	$ 35,850.00
99	Grout Fill Ex. 6" Water Line	982	LF	$ 25.00	$ 24,550.00
100	Remove Ex 42" Water Line	258	LF	$ 115.00	$ 29,670.00
101	Remove Ex 36" Water Line	163	LF	$ 96.00	$ 15,648.00
102	Remove Ex 30" Water Line	857	LF	$ 85.00	$ 72,845.00
103	Remove Ex. 24" Water Line	287	LF	$ 100.00	$ 28,700.00
104	Remove Ex. 10" Water Line	647	LF	$ 47.50	$ 30,732.50
105	Remove Ex. 8" Water Line	560	LF	$ 48.00	$ 26,880.00
106	Remove Ex. 6" Water Line	1211	LF	$ 47.00	$ 56,917.00
107	Connect to Existing 42" Water Line	2	EA	$ 60,000.00	$ 120,000.00
108	Connect to Existing 36" Water Line	1	EA	$ 45,670.00	$ 45,670.00
109	Connect to Existing 30" Water Line	4	EA	$ 53,300.00	$ 213,200.00
110	Connect to Existing 8" Water Line	2	EA	$ 5,700.00	$ 11,400.00
111	Connect to Existing 6" Water Line	3	EA	$ 4,975.00	$ 14,925.00
112	6" Combination Air Release/Vacuum Valve and Vault	1	EA	$ 68,400.00	$ 68,400.00
113	4" Combination Air Release/Vacuum Valve and Vault	3	EA	$ 55,020.00	$ 165,060.00
114	4" Offset Combination Air Release/Vacuum Valve and Vault	1	EA	$ 55,375.00	$ 55,375.00
115	8" Blowoff Valve	4	EA	$ 45,440.00	$ 181,760.00
116	36" Butterfly Valve and Vault	2	EA	$ 78,100.00	$ 156,200.00
117	30" Butterfly Valve and Vault	2	EA	$ 77,125.00	$ 154,250.00

				Brazos Paving, Inc.	
ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
118	42" Butterfly Valve	1	EA	$ 80,675.00	$ 80,675.00
119	36" Butterfly Valve	1	EA	$ 70,000.00	$ 70,000.00
120	30" Butterfly Valve	5	EA	$ 51,585.00	$ 257,925.00
121	12" Resilient Seated Gate Valve	1	EA	$ 6,100.00	$ 6,100.00
122	8" Resilient Seated Gate Valve	1	EA	$ 4,400.00	$ 4,400.00
123	6" Resilient Seated Gate Valve	1	EA	$ 3,375.00	$ 3,375.00
124	Bore with 14" Steel Casing Pipe	164	LF	$ 825.00	$ 135,300.00
125	6" C900 DR-25 PVC Sewer Line w/ Casing Spacers	164	LF	$ 104.00	$ 17,056.00
126	6" C900 DR-25 PVC Sewer Line (By Open Cut)	102	LF	$ 119.00	$ 12,138.00
127	Precast Concrete Manhole (Standard) (4-ft Dia.)	3	EA	$ 6,300.00	$ 18,900.00
128	Precast Concrete Manhole (Drop Connect) (5-ft Dia.)	1	EA	$ 11,875.00	$ 11,875.00
129	Controlled Low Strength Material (CLSM) for Proposed Pipelines	400	CY	$ 187.00	$ 74,800.00
130	Controlled Low Strength Material (CLSM) for Existing Utilities	450	CY	$ 187.00	$ 84,150.00
131	Post Construction TV Inspection	4457	LF	$ 7.00	$ 31,199.00
132	Hydrostatic Testing and Disinfection	4457	LF	$ 7.00	$ 31,199.00
133	Remove and Replace Rock Rip Rap	99	SY	$ 102.00	$ 10,098.00
TOTAL SECTION G - WATER/WASTEWATER CONSTRUCTION ITEMS				$	7,545,399.50
134	Remove Existing Fence	1100	LF	$ 6.55	$ 7,205.00
135	T631 Rail	850	LF	$ 100.63	$ 85,535.50
136	T631 Rail Foundation	130	CY	$ 400.00	$ 52,000.00
137	Chain Link Fence with Slats	1100	LF	$ 88.00	$ 96,800.00
138	Chain Link Fence Foundation	555	CY	$ 200.00	$ 111,000.00
139	Barrier Gate	2	EA	$ 33,450.00	$ 66,900.00
TOTAL SECTION H - SCREENING WALL - WATER				$	419,440.50
140	Tan Integral Color Stamped Concrete	3661	SF	$ 10.75	$39,355.75
141	Light Gray Integral Color Stamped Concrete	532	SF	$ 11.35	$6,038.20
142	Dark Gray Integral Color Sandblasted Concrete	2432	SF	$ 7.50	$18,240.00
143	12" Concrete Mow Strip	476	LF	$ 22.50	$10,710.00
144	Decorative Concrete Wall	225	FF	$ 101.00	$22,725.00
145	Plant Bed Preparation	136	SF	$ 1.60	$217.60
146	Ornamental Tree	1	EA	$ 515.00	$515.00
147	Hardwood Mulch	136	SF	$ 0.50	$68.00
148	Decorative Moss Boulders	7	TON	$ 824.00	$5,768.00
149	Temporary Irrigation till Establishment	1	LS	$ 1,150.00	$1,150.00
TOTAL SECTION I - LANDSCAPE					$104,787.55
150	Tree Removal	6	EA	$ 2,000.00	$12,000.00
151	2" Taps	2	EA	$ 9,500.00	$19,000.00
152	Relocate Flag Pole	1	EA	$ 3,500.00	$3,200.00
153	Line Stop Allowance, as directed by City	400000	EA	$ 1.00	$400,000.00
TOTAL SECTION J- ADDITIONAL ITEMS					$434,200.00
TOTAL BID AMOUNT					$12,337,955.05

RESOLUTION NO. _____

RESOLUTION DECLARING INTENTION TO REIMBURSE CERTAIN EXPENDITURES WITH PROCEEDS FROM DEBT

WHEREAS, the City of College Station, Texas (the "City") is a home-rule municipality and political subdivision of the State of Texas;

WHEREAS, the City expects to pay expenditures in connection with the design, planning, acquisition and construction of the projects described on Exhibit "A" hereto (collectively, the "Project") prior to the issuance of obligations by the City in connection with the financing of the Project from available funds;

WHEREAS, the City finds, considers, and declares that the reimbursement of the City for the payment of such expenditures will be appropriate and consistent with the lawful objectives of the City and, as such, chooses to declare its intention, in accordance with the provisions of Section 1.150-2 of the Treasury Regulations, to reimburse itself for such payments at such time as it issues obligations to finance the Project;

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

Section 1. The City reasonably expects it will incur debt, as one or more series of obligations, with an aggregate maximum principal amount not to exceed $18,425,000, for the purpose of paying the aggregate costs of the Project.

Section 2. All costs to be reimbursed pursuant hereto will be capital expenditures. No tax-exempt obligations will be issued by the City in furtherance of this Statement after a date which is later than 18 months after the later of (1) the date the expenditures are paid or (2) the date on which the property, with respect to which such expenditures were made, is placed in service.

Section 3. The foregoing notwithstanding, no tax-exempt obligation will be issued pursuant to this Statement more than three years after the date any expenditure which is to be reimbursed is paid.

PASSED AND APPROVED THIS 22nd DAY OF October, 2026.

_____
John Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary (Seal)

APPROVED:



McCall, Parkhurst & Horton L.L.P.
Bond Counsel

Exhibit "A"

The project to be financed that are the subject of this Statement is:

Jones Butler Extension and Roundabout (Streets-Water-Wastewater) - $18,425,000

This project includes the reconstruction of Jones Butler Road from FM 2818 to Holleman Drive South, with a proposed multi-lane roundabout at that intersection with N. Dowling Rd. The project includes placing a concrete roadway with curb, gutter, underground storm sewer, and sidewalks.

The project also includes significant water transmission line construction leading to and within the Dowling Road Pump Station location. These transmission lines are a critical component of the City's Water System.

CSP 26-073 Jones Butler Roundabout and Extension

	Brazos Paving, Inc	Knife River Corp-South, Inc.	Larry Young Paving, Inc.	Norman Construction Services, LLC.
Total Bid Amount	$11,903,755.05	$14,743,033.85	$15,689,719.25	$14,800,797.00

October 22, 2026
Item No. 7.4.
Jones Butler Extension and Roundabout Design Contract Amendment No. 3

Sponsor: Susan Monnat, Sr Project Manager, Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on Amendment No. 3 to the Jones Butler Extension and Roundabout Design Contract with Kimley-Horn and Associates, Inc. (KHA) increasing the contract amount by $913,181 adding a specialized construction inspector to provide technical oversight and additional construction phase and close out services.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The City of College Station is under contract with Kimley-Horn and Associates, Inc. for the design of the reconstruction of Jones Butler Road from FM 2818 to Holleman Drive South with a proposed roundabout at this intersection with N. Dowling Road. The project also requires significant water transmission line construction and improvements within the Dowling Rd Pump Station. The critical nature of the construction and connections of these transmission lines in the City's Water System calls for additional specialized construction inspection and technical oversight. During construction of the project there will be critical points where the City's ability to provide water to the residents across the City could be severely impacted by any complications during a narrow window of construction. A specialized construction inspector provides additional technical support, oversight and coordination to help ensure the success of the project. The specialized construction inspector (RPR) is projected to be onsite part-time at 20 hours per week on average for approximately 24 months during the water-specific portions of the work. The fee also includes support staff including QA/QC. The amendment also includes additional construction phase services and record drawing services by design staff due to design revisions of the more technical aspects of the work.

Along with this Change Order No 3, for additional scope of work to KHA's contract for additional construction inspection by a construction inspector due to the specialized nature of the work and for additional construction phase and record drawing services, under separate cover, Council will be presented with a construction contract with Brazos Paving.

Budget & Financial Summary: A combined total budget of $18,425,000 is included for this project in the Street, Water and Wastewater Capital Improvement Projects Funds. A total of $1,529,052 has been expended or committed to date, leaving a balance of $16,895,948 for this change order and future expenses.

Attachments:
1. Amendment No. 3 with Change Order

CHANGE ORDER NO. 3	DATE: October 6,2026	Contract No. 20300729
PO No. 20205897	PROJECT: Jones Butler Extension and Roundabout I	RFP/BID/RFQ 20-035

OWNER:	**A/E CONTRACTOR:**	**CONTRACTOR:**
City of College Station	Kimley-Horn and Associates, Inc	Contractor Name:

PURPOSE OF THIS CHANGE ORDER:

The purpose of this change order is to add the services of a resident project representative to provide additional expert oversight during construction of the Jones Butler Construction Project. It also adds additional consruction phase services and asbuilt preparation.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
Task 1	EA	Resident Project Representative Services	$1.00	0	843661	$843,661.00
Task 2	EA	Additional Construction Phases Services	$1.00	0	60020	$60,020.00
Task 3	EA	Additional Record Drawings	$1.00	0	9500	$9,500.00
					TOTAL	$913,181.00

LINE 1 ST2006 (41399971-6560)	$34,760.00	
LINE 4 WA2001 (WTWOC-6581)	$878,421.00	
TOTAL CHANGE ORDER	913,181.00	
ORIGINAL CONTRACT AMOUNT	$1,284,400.00	
CHANGE ORDER NO. 1	$80,100.00	6.24% % CHANGE
CHANGE ORDER NO. 2	$110,000.00	8.56% % CHANGE
CHANGE ORDER NO. 3	$913,181.00	71.10% % CHANGE
REVISED CONTRACT AMOUNT	$2,387,681.00	85.90% % TOTAL CHANGE

APPROVED

	10/7/2026	Jennifer Cain	10/7/2026
A/E CONTRACTOR	Date	DEPARTMENT DIRECTOR	Date
			10/9/2026
		ASST CITY MGR - CFO	Date
Susan Mounat	10/7/2026	Derra Purnell	10/9/2026
PROJECT MANAGER	Date	CITY ATTORNEY	Date
		CITY MANAGER	Date

AMENDMENT NUMBER 3 TO THE AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC.

This is Amendment number 3 dated July 27, 2026 to the agreement between City of College Station ("Client") and Kimley-Horn and Associates, Inc. ("Consultant") dated September 24, 2020 (“the Agreement") concerning Jones Butler Extension and Roundabout Design Contract (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Consultant for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference.

Task 1: Resident Project Representative (RPR) Services

1.1: Meetings

- Consultant RPR staff will attend one (1) in-person preconstruction meeting and twenty-four (24) monthly construction progress meetings during water line and sanitary sewer line construction on-site with the City and the Contractor to review the status of the construction and coordinate upcoming work or any outstanding items.

1.2: Request for Information (RFI) Review

- Consultant RPR staff will review RFI responses so that construction conformance can be evaluated against approved project documentation. (Technical and contract conformance review to be provided by design team staff under the Construction Phase Services task.) This scope assumes up to twenty-five (25) RFIs during construction.

- It is assumed that any issues arising from construction, such as unforeseen site conditions, existing utilities and facilities and associated required coordination will be documented and resolved through an RFI process.

1.3: Submittal and Shop Drawing Review

- Consultant RPR staff will review submittal and shop drawing responses so that construction conformance can be evaluated against approved project documentation. (Technical and contract conformance review to be provided by design team staff under the Construction Phase Services task.) This scope assumes up to fifty (50) submittals during construction.

1.4: Applications for Payment

- Consultant RPR staff will review twenty-four (24) Contractor applications for payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that it recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant’s representation to City, based on such observations and review, that, to the best Consultant’s knowledge, information and belief, Contractor’s work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant’s recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

- By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to City free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between City and Contractor that might affect the amount that should be paid.

1.5: Construction Schedule Review

- Consultant RPR will perform a review of Contractor's monthly construction schedule. An initial schedule will be reviewed for schedule health and for consistency with project phasing and contract time limits. Comments will be provided to the Contractor and the City. This scope includes a comment resolution meeting to assist in the acceptance of a baseline schedule for the project.

1.6: City and Contractor Coordination

- Consultant will perform coordination with City staff and the Contractor on an as-needed basis regarding project documentation, the project schedule, and known project issues. The purpose of this coordination will be to facilitate communication and resolution of outstanding items to promote progress of the project during construction.

1.7: Site Observation

- Consultant RPR staff will perform periodic site visits during water line and sanitary sewer line construction. Site observation will be scheduled based on contractor activities at the site. The purpose of Consultant's site visits will be to enable Consultant to better carry out the duties and responsibilities specifically assigned in the original Agreement to Consultant, and to provide City a greater degree of confidence that the completed Work will conform in general to the Contract Documents. Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes any responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.
- Site visits will be documented with observation reports to include a description of work in progress and any observations of construction issues that may require attention. This scope assumes up to three (3) site visits per week for twenty-four (24) months. Site visits will vary as needed per construction activities.

Task 2: Additional Construction Phase Services

- Consultant will provide additional Construction Phase Services beyond the effort included in the original Agreement. Additional Construction Phase Services may include, but are not limited to:
    - Additional Request for Information (RFI) review.
    - Additional submittal and shop drawing review.
    - Additional applications for payment review.
    - Additional construction schedule review.
    - Additional coordination with the City and Contractor.

Task 3: Additional Record Drawings

- Consultant will provide additional Record Drawing services beyond the effort included in the original Agreement. Additional Record Drawing services will include incorporating documented construction changes into the record drawings in accordance with the requirements of the original Agreement.

For the services set forth above, Client shall pay Consultant the following compensation on a labor fee plus expense basis with the maximum labor fee shown below:

Task 1: RPR Services	$843,661
Task 2: Additional Construction Phase Services	$60,020
Task 3: Additional Record Drawings	$9,500
Total	**$913,181**

Labor fee will be billed on an hourly basis according to our then-current rates.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client. Should the Client request Consultant to advance any such project fees on the Client's behalf, an invoice for such fees, with a fifteen percent (15%) markup, will be immediately issued to and paid by the Client.

CLIENT:	CONSULTANT:
CITY OF COLLEGE STATION	KIMLEY-HORN AND ASSOCIATES, INC.
By: _____	By: _____
Title: _____	Title: Associate
Date: _____	Date: 07/27/2026

Level of Effort Spreadsheet
TASK/HOUR BREAKDOWN
Design Services for
Jones Butler Roundabout - Amendment 3

Task No.	Task Description	Labor (hours)					Total Labor Cost	Expense			Total Expense Cost	Task Sub Total
		Senior Project Manager (RPR)	Project Manager (RPR)	Analyst III (RPR)	Project Manager (CPS)	Analyst III (CPS)		Subconsultant	Travel	Expense Markup		
1.0	**Resident Project Representative (RPR) Services**	**241**	**635**	**1286**	**456**	**920**	**$806,142**	**$0**	**$32,625**	**$4,894**	**$37,519**	**$843,661**
	Preconstruction Meeting	1	1	1	1	1	$1,232				$0	$1,232
	Request for Information (RFI) Review	13	32	82			$28,836				$0	$28,836
	Submittal and Shop Drawing Review	5	13	33			$11,570				$0	$11,570
	Applications for Payment	5	10	34			$10,960				$0	$10,960
	Construction Schedule Review	12	29	89			$29,134				$0	$29,134
	City & Contractor Coordination	58	173	87	173	87	$145,156				$0	$145,156
	Site Observation & Monthly Progress Meetings	147	377	960	282	832	$579,254		$32,625.00	$4,893.75	$37,519	$616,773
2.0	**Additional Construction Phase Services (CPS)**	**0**	**0**	**0**	**86**	**184**	**$60,020**	**$0**	**$0**	**$0**	**$0**	**$60,020**
	Request for Information (RFI) Review				28	82	$23,960				$0	$23,960
	Submittal and Shop Drawing Review				18	70	$18,860				$0	$18,860
	Contractor Schedule Review				20	18	$9,000				$0	$9,000
	Applications for Payment				20	14	$8,200				$0	$8,200
3.0	**Additional Record Drawings**	**0**	**0**	**0**	**10**	**34**	**$9,500**	**$0**	**$0**	**$0**	**$0**	**$9,500**
	Preparation of Additional Record Drawings				10	34	$9,500				$0	$9,500
Totals		**241**	**635**	**1286**	**552**	**1138**	**$875,662**	**$0**	**$32,625**	**$4,894**	**$37,519**	**$913,181**

Project Summary		
Total Labor		$875,662
Total Expense		$37,519
	Total Project Cost	**$913,181**

October 22, 2026
Item No. 7.5.
Capstone UPRR Contract

Sponsor: Susan Monnat, Sr Project Manager, Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on an agreement between the City of College Station and Union Pacific Railroad (UPRR) for reimbursement by the CIty estimated at $60,000 for preliminary engineering services in order to relocate the railroad crossing at Capstone to realign to Barron Road.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The City of College Station has been working with Union Pacific Railroad to relocate the existing rail crossing at Capstone to align with Barron Road, where a new traffic signal is planned for construction at the intersection of FM 2154 (Wellborn Road). This project has gone through multiple revisions, phasing changes based on constructibility issues, and jurisdictional coordination with both UPRR and TxDOT. We have been working with UPRR under a previous agreement for preliminary engineering services and due to the number of revisions and length of time this project has experienced the funds under that purchase order have been utilized. UPRR has presented us with an updated agreement in order to continue efforts to relocate the rail crossing at Barron/Capstone.

A design contract amendment with Halff Associates, Inc. is being presented under separate cover to Council for updated design fees related to their efforts in the Capstone and Barron rail crossing relocation projects.

Budget & Financial Summary: A combined total budget of $18,000,000 is included for this project in the Street Capital Improvement Projects Funds. A total of $2,355,338 has been expended or committed to date, leaving a balance of $15,644,622 for this agreement and future expenses.

Attachments:
1. Capstone Barron UPRR Reimbursement Agreement
2. Capstone Barron Project Location Map

REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES

Effective Date:

Estimate: $60,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF COLLEGE STATION, TEXAS (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track, right of way, or operations at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement and any federal regulations.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate **(Estimate)**, Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. After completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless of whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications and prepare material and force cost estimates for any Project related work performed by Railroad. Approval of any design submittal shall not be construed as consent to the acquisition (or conveyance) of any property interest, nor shall it be interpreted as a representation that any such acquisition (or conveyance) would be compatible with or non-interfering with Union Pacific's current and future railroad operations.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF COLLEGE STATION, TEXAS	**UNION PACIFIC RAILROAD COMPANY,** a Delaware Corporation
_____	_____
Signature	Signature
_____	Tiecy Cotton
Printed Name	Printed Name
_____	Manager I, Industry & Public Projects
Title	Title

Exhibit A
Project Description and Location

Project Description

The City of College Station, Texas, proposes to install a new crossing, sidewalks, center median, and the closure of an existing crossing near the location referenced below.

Location

Navasota Subdivision

DOT	Crossing Type	Milepost	Street Name
975255P	Public	68.008	Barron Road

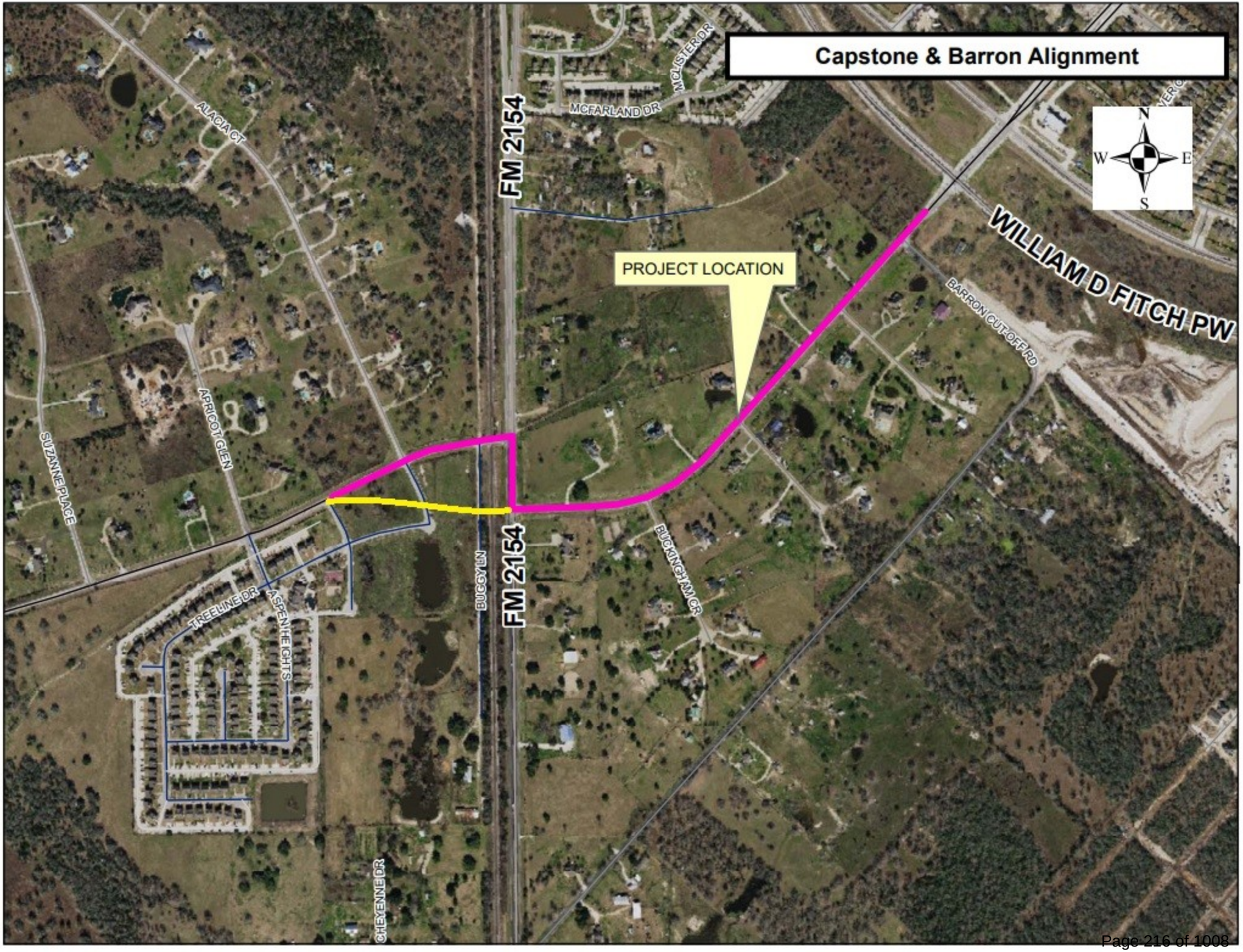
Exhibit B
Scope of Project Services

Scope of work may include, but is not limited to the following:

- Field diagnostic(s) and inspections
- Review of construction documents (plans, specifications, etc.)
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Grade crossing inventory updates
- Meetings and travel
- Construction observation

Exhibit C
Billing Contact Information

Name	Susan Monnat
Title	
Address	310 Krenek Tap Road, College Station, TX 77840
Work Phone	(979) 764-3877
Cell Phone	
Email	smonnat@cstx.gov
Agency Project No.	


Capstone & Barron Alignment
N
W
E
S
PROJECT LOCATION
WILLIAM D FITCH PW
BARRON CUT OFF RD
FM 2154
FM 2154
MCFARLAND DR
MCLISTER DR
ALACIA CT
APRICOT GLEN
SUZANNE PLACE
TREELINE DR
ASPEN HEIGHTS
BUGGY LN
BUCKINGHAM GR
CHEYENNE DR

October 22, 2026
Item No. 7.6.
Capstone UPRR/Design Amendment

Sponsor: Susan Monnat, Sr Project Manager, Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract amendment to the 2016 Design Contract with Halff Associates, Inc. in the amount of $78,938 for the Capstone Realignment and Barron Road Reconstruction Projects.

Relationship to Strategic Goals:
Core Services and Infrastrucure

Recommendation(s): Staff recommends approval.

Summary: The City of College Station is under contract with Halff Associates, Inc. for the design of the Capstone Realignment and Barron Road Reconstruction Projects. These two projects were originally designed as one but have since been split due to Union Pacific Railroad (UPRR) coordination efforts which have led to a number of project phasing changes, plan revisions, and additional design effort. Under separate cover, a new contract with UPPR is being brought to Council for their additional design review and coordination efforts they have estimated will be required for this project. This amendment with Halff is needed for the increased design efforts and includes updated fees adjusted to current rates for remaining design efforts already in the contract. Additionally, this amendment includes design services for additional traffic signal modifications determined during design review and updated construction material testing service requirements and fees for construction administration of both projects. The underlying design contract with Halff Associates, Inc. for this project was approved by Council on November 21, 2016.

Budget & Financial Summary: A combined total budget of $18,000,000 is included for this project in the Street Capital Improvement Projects Funds. A total of $2,355,338 has been expended or committed to date, leaving a balance of $15,644,622 for this change order and future expenses.

Attachments:
1. Barron Capstone Change Order 5
2. Barron Capstone Project Location Map

CHANGE ORDER NO. 5 DATE:10/12/2026 Contract No. 17300146
PO No. 17200821 PROJECT: Barron Rd/Capstone Projects (ST1605/ST2501) RFQ 16-010

OWNER: City of College Station
A/E CONTRACTOR: Halff Associates, Inc.
CONTRACTOR:

PURPOSE OF THIS CHANGE ORDER:

This change order is for Capstone and Barron Realignment Projects, which were originally designed as one project, but have since been split into two projects due to Union Pacific Railroad coordination efforts which have led to a number of project phasing changes, plan revisions, and additional design effort based on UPRR review comments. This amendment is for those additional design efforts, updated hourly fees adjusted to current rates for remaining design efforts already in the contract, as well as subconsultant fees for added signal design efforts and updated construction material testing service requirements and fees.

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1	EA	Scope Amendment No. 5 Design Fees	$1.00	1015874.21	1094812.21	$78,938.00
					TOTAL	$78,938.00

LINE 2 (41399971-6560)	$78,938.00	
TOTAL CHANGE ORDER	78,938.00	
ORIGINAL CONTRACT AMOUNT	$530,177.00	
CHANGE ORDER NO. 1	$21,000.00	3.96% % CHANGE
CHANGE ORDER NO. 2	$93,440.00	17.62% % CHANGE
CHANGE ORDER NO. 3	$324,447.21	61.20% % CHANGE
CHANGE ORDER NO. 4	$46,810.00	8.83% % CHANGE
CHANGE ORDER NO. 5	$78,938.00	14.89% % CHANGE
REVISED CONTRACT AMOUNT	$1,094,812.21	106.50% % TOTAL CHANGE

APPROVED

Eric Ratzman 10/14/2026
A/E CONTRACTOR Date

Jennifer Cain 10/14/2026
DEPARTMENT DIRECTOR Date

10/14/2026
ASST CITY MGR - CFO Date

Susan Monnat 10/14/2026
PROJECT MANAGER Date

Derra Purnell 10/14/2026
CITY ATTORNEY Date

CITY MANAGER Date

October 9, 2026
AVO: 31550.006

Ms. Susan Monnat, PE
City of College Station

RE: Capstone and Barron Alignment Design - Change Order #5

Ms. Monnat:

Enclosed is our proposal for Change Order #5 for the Capstone and Barron Alignment project. This Change Order includes the remaining design efforts for the re-phasing of Barron Rd (Phase 1) and Capstone Dr and FM 2154 (Phase 2), UPRR coordination, and the bid and construction phase services for both phases.

Funds currently remain on Change Orders #3 and #4. As part of Change Order #5, Halff proposes consolidating these remaining funds into a single Change Order to simplify tracking moving forward. A summary of the current remaining funds is provided below:

Change Order	Task Summary	Contract Amount	Total Invoiced to Date	Amount Remaining
CHANGE ORDER 3	Task 1 – Project Management	$ 25,840.00	$ 25,840.00	$ -
	Task 2 – Phase 1 Plan Set Preparation	$ 17,939.06	$ 17,939.06	$ -
	Task 3 – Phase 1 Bid Phase Services	$ 5,820.00	$ -	$ 5,820.00
	Task 4 – Phase 1 Construction Administration	$ 138,006.35	$ -	$ 138,006.35
	Task 5 – Phase 2 Plan Set Preparation	$ 38,995.00	$ 38,995.00	$ -
	Task 5B – Phase 2 UPRR Coordination	$ 19,140.00	$ 19,140.00	$ -
	Task 6 – Phase 2 Bid Phase Services	$ 5,180.00	$ 375.00	$ 4,805.00
	Task 7 – Phase 2 Construction Administration	$ 73,526.80	$ -	$ 73,526.80
	CHANGE ORDER 3 TOTAL	**$ 324,447.21**	**$ 102,289.06**	**$ 222,158.15**
CHANGE ORDER 4	Task 1 – Project Management	$ 5,170.00	$ 4,457.00	$ 713.00
	Task 2 – Phase 1 Plan Set Preparation	$ 18,000.00	$ 17,745.00	$ -
	Task 3 – Phase 2 Plan Set Preparation	$ 16,360.00	$ 800.00	$ 15,560.00
	Task 4 – UPRR Coordination	$ 7,280.00	$ 565.00	$ 6,715.00
	CHANGE ORDER 4 TOTAL	**$ 46,810.00**	**$ 23,567.00**	**$ 22,988.00**

Change Order #5 also updates our labor rates from the 2024 rate schedule established under Change Orders #3 & #4 to Halff's 2026 rate schedule. The 2026 rates apply to all remaining work, including work previously authorized under Change Orders #3 and #4. Our updated rates are provided in Exhibit 'A.'

The following table shows our proposed remaining contract fee, and the net increase proposed under Change Order #5.

Task No.	Task Description	Moved from CO3	Moved from CO4	Additional from CO5	Total Remaining Budget after CO5
Task 1	Project Management	$ -	$ 713.00	$ 5,512.00	$ 6,225.00
Task 2	Phase 1 (Barron Rd)- Plan Set Preparation	$ -	$ -	$ 25,102.00	$ 25,102.00
Task 3	Phase 1 (Barron Rd)- Bid Phase Services	$ 5,820.00	$ -	$ 1,561.00	$ 7,381.00
Task 4	Phase 1 (Barron Rd)- Construction Administration	$ 138,006.35	$ -	$ 16,460.00	$ 154,466.35
Task 5	Phase 2 (Capstone Dr and FM 2154)- Plan Set Preparation	$ -	$ 15,560.00	$ 4,168.00	$ 19,728.00
Task 6	Phase 2 (Capstone Dr and FM 2154)- UPRR Coordination	$ -	$ 6,715.00	$ 2,329.00	$ 9,044.00
Task 7	Phase 2 (Capstone Dr and FM 2154)- Bid Phase Services	$ 4,805.00	$ -	$ 1,736.00	$ 6,541.00
Task 8	Phase 2 (Capstone Dr and FM 2154)- Construction Administration	$ 73,526.80	$ -	$ 22,070.00	$ 95,596.80
		$ 222,158.15	**$ 22,988.00**	**$ 78,938.00**	**$ 324,084.15**

The scope and level of effort for Tasks 3–8 have not changed from what was authorized under Change Orders #3 and #4; the additional budget shown for these tasks is solely the result of the labor rate update. Tasks 1 and 2 include additional scope under Change Order #5. A detailed scope of services and fee breakdown are enclosed.

We appreciate the opportunity to continue working on this project. Please contact me with any questions or if you would like to discuss the proposal.

Sincerely,

Nicole Debevoise

Nicole Debevoise, PE
Public Works Team Lead
(512) 999-5906

Capstone and Barron Realignment Project
City of College Station

Addendum to Exhibit "A"
Change Order #5 - Scope of Services

The proposed Change Order #5 includes the includes the design efforts for the re-phasing of Barron Rd (Phase 1) and Capstone Dr and FM 2154 (Phase 2). The limits of the updated phasing are as follows:

> **Phase 1:** Barron Rd, from Buckingham Circle to William D. Fitch (no work in TxDOT or UPRR ROW)
>
> **Phase 2:** Capstone Dr and FM 2154, including all work within UPRR ROW, and Barron Rd up to Buckingham Circle

The terms of the Supplemental #5 will adhere to the initial contract executed by the City and Halff dated November 22, 2016. The following phase and tasks will be added to the project:

Task 1: Project Management

This change order accounts for five (5) additional months of project management services. Work under this task includes project administration, coordination, monthly reporting and invoicing, and sub management.

Task 2: Phase 1 (Barron Road)

The design completed under the initial agreement(s) will be revised to show the updated phase limit in the Phase 1 (Barron Road) construction documents as outlined above. The Phase 1 construction document revisions include:

- Project layout
- Typical sections
- Traffic control narrative and layout
- Removal plan
- Pavement plan and profile tie-in
- Drainage design and calculations
- Erosion control and grading
- Signing and pavement marking
- Traffic signal design and modifications
- Illumination
- Cross sections
- Special specifications
- Quantities and OPCC

Addendum to Exhibit "B"
Change Order #5 – Fee Schedule

Payment is in the amount listed in paragraph 2.01 of this Contract plus the additional amount from Change Orders #1 through 5, for a total not-to-exceed (NTE) amount of $1,094,812.21. 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.

Schedule of Payment for each phase/task (to be billed on an hourly NTE basis at the hourly rates provided in attached summaries):

Task No.	Task Description	Remaining Contract Total
Task 1	Project Management	$ 6,225.00
Task 2	Phase 1 (Barron Rd)- Plan Set Preparation	$ 25,102.00
Task 3	Phase 1 (Barron Rd)- Bid Phase Services	$ 7,381.00
Task 4	Phase 1 (Barron Rd)- Construction Administration	$ 154,466.35
Task 5	Phase 2 (Capstone Dr and FM 2154)- Plan Set Preparation	$ 19,728.00
Task 6	Phase 2 (Capstone Dr and FM 2154)- UPRR Coordination	$ 9,044.00
Task 7	Phase 2 (Capstone Dr and FM 2154)- Bid Phase Services	$ 6,541.00
Task 8	Phase 2 (Capstone Dr and FM 2154)- Construction Administration	$ 95,596.80
		$ 324,084.15

EXHIBIT 'B'

PROPOSED FEE SCHEDULE FOR CHANGE ORDER #5

Capstone and Barron Realignment Project for the City of College Station

	PROJECT TASK	SR PROJECT ADVISOR	PROJECT MANAGER	CIVIL ENGINEER, PE	CIVIL ENGINEER, EIT	SUB CONSULTANT	EXPENSES (MILEAGE)	TOTAL WITH 2026 RATE	NET INCREASE FOR CO 5
Task 1	***Project Management***							$ 6,225.00	$ 5,512.00
	Project Administration (5 months)	5.0	5.0	15.0				$ 6,225.00	
Task 2	***Phase 1 (Barron Rd)- Construction Documents***							$ 25,102.00	$ 25,102.00
	Updates to Barron Plan Set for new Phase 1 Limits	1.0	1.0	16.0	48.0			$ 11,031.00	
	Update Quantities and OPCC		1.0	4.0	4.0			$ 1,693.00	
	Update Specifications	1.0	2.0	6.0				$ 2,140.00	
	Update Signal Plans (by BGE)					$ 10,238.00		$ 10,238.00	
Task 3	***Phase 1 (Barron Rd)- Bid Phase Services***							$ 7,381.00	$ 1,561.00
	Bid Phase Services		4.0	24.5	8.0			$ 7,381.00	
Task 4	***Phase 1 (Barron Rd)- Construction Administration***							$ 154,376.35	$ 16,460.00
	Attend Pre-Construction meeting		6.0	6.0			$ 157.45	$ 3,007.45	
	Attend monthly in person construction progress meetings and coordination		12.0	226.0	55.0		$ 3,149.00	$ 61,874.00	
	Contractor questions, RFIs, and materials submittals; Walk through; Record drawings, RAS		24.0	72.0	40.0		$ 314.90	$ 27,674.90	
	Construction Materials Testing (by Terracon)					$ 61,820.00		$ 61,820.00	
Task 5	***Phase 2 (Capstone Dr and FM 2154)- Plan Set Preparation***							$ 19,728.00	$ 4,168.00
	Update 90% PH 2 Plan Set		4.0	12.0	30.0			$ 7,990.00	
	Update 90% OPCC			2.0	4.0			$ 1,008.00	
	Update 90% Spec List and Project Manual Assistance			2.0				$ 420.00	
	90% QAQC	4.0	3.0					$ 2,195.00	
	Udpate 100% PH 2 Plan Set		2.0	12.0	18.0			$ 5,696.00	
	Update 100% OPCC			2.0	2.0			$ 714.00	
	Update 100% Spec List and Project Manual Assistance			1.0				$ 210.00	
	100% QAQC	2.0	3.0					$ 1,495.00	
Task 6	***Phase 2 (Capstone Dr and FM 2154)- UPRR Coordination***							$ 9,044.00	$ 2,329.00
	UPRR Coordination	4.0		16.0				$ 4,760.00	
	UPRR Plan Set and Exhibit A Comment Addressal			12.0	12.0			$ 4,284.00	
Task 7	***Phase 2 (Capstone Dr and FM 2154)- Bid Phase Services***							$ 6,541.00	$ 1,736.00
	Bid Phase Services		4.0	20.5	8.0			$ 6,541.00	
Task 8	***Phase 2 (Capstone Dr and FM 2154)- Construction Administration***							$ 95,596.80	$ 22,070.00
	Attend Pre-Construction meeting		6.0	6.0			$ 157.45	$ 3,007.45	
	Attend monthly in person construction progress meetings and coordination		12.0	131.5	32.5		$ 1,731.95	$ 37,304.45	
	Contractor questions, RFIs, and materials submittals; Walk through; Record drawings, RAS		24.0	54.0	20.0		$ 314.90	$ 20,954.90	
	Construction Materials Testing (by Terracon)					$ 34,330.00		$ 34,330.00	
	TOTAL HOURS	**17.0**	**113.0**	**640.5**	**281.5**				
	HOURLY RATES	$350	$265	$210	$147				
	TOTAL PROJECT WITH 2026 RATES	**$5,950.00**	**$29,945.00**	**$134,505.00**	**$41,380.50**	**$ 106,388.00**	**$ 5,825.65**	**$ 324,084.15**	
	NET TOTAL FOR CO 5								**$ 78,938.00**

June 16, 2026

Ms. Julia Kerr, PE
Halff Associates
5113 Southwest Pkwy, Suite 140
Austin, TX 78735

RE: Barron Road Request for Proposal for Additional Services, Signal Modifications

Dear Ms. Kerr,

BGE, Inc. (CONSULTANT) will provide Traffic Signal Design Modifications (PROJECT) for Halff Associates (CLIENT) associated with the Barron Road Phase I Design for the City of College Station (CITY). This scope covers signal plan modifications at two adjacent intersections required to support proposed lane shifts associated with the Capstone and Barron Road Alignment Project at the William Fitch at Barron Road intersection. Work is limited to reconfiguring existing signal head types and lane assignments to match the proposed geometry. No new poles, mast arms, foundations, conduit, or detection equipment are included. Plans are being advanced in Phase 1 due to the timeline between phases and the volume of overhead work involved.

The proposed Scope of Services will be in accordance with current TxDOT and CITY Design Manuals, Processes, and Standards and includes the work described in the following tasks:

1. CONSULTANT will provide project management and administrative services to fulfill the requirements of this work order. Including coordination with CLIENT, and project team regarding design updates, and up to two (2) meetings.
2. CONSULTANT will prepare Traffic Signal Elevation sheets for both the William Fitch and Barron Road intersections, showing proposed signal head configurations and signage on existing mast arms. Sheets will reflect head type changes, repositioned heads to align with shifted lane assignments, and updated signage with type and lane assignments where applicable.
3. CONSULTANT will prepare Vehicle Head Wiring documentation reflecting updated conductor assignments, replaced and added signal heads, and new wire runs where required. New 5-conductor wire runs will be shown where client field comments indicate existing wire cannot be reused.
4. CONSULTANT will prepare an updated Phasing Diagram reflecting revised lane assignments resulting from the proposed lane shifts. The diagram will include a note that lane assignment changes require coordination with the Traffic Operations Manager, as corresponding updates will need to be made in the traffic signal cabinet.
5. CONSULTANT will include applicable standard detail sheets from the TxDOT or CITY standards library as required to support the proposed signal modifications.

Assumptions:

- Existing poles, mast arms, and foundations are structurally adequate to support the proposed head configurations without modification.
- Existing conduit and wire are in serviceable condition and size and can be reused where noted in the plans.
- Lane assignment reprogramming and video detector updates will be coordinated directly between CLIENT and the Traffic Operations Manager and are not part of this scope.
- Final head types, positions, and lane assignments will be confirmed by CLIENT prior to plan production; no additional field investigation is included.
- One (1) round of minor revisions is included following CLIENT reviews.
- Two (2) rounds of submittals to CITY

Exclusions:

- Existing and proposed traffic signal layout sheets
- Conduit and conductor schedule
- Wiring table summary and detailed wiring tables (vehicle head, pedestrian head, ped push button, preempt, radar, controller cabinet)
- Signal timing
- New signal poles, mast arms, and foundations, including foundation design and selection tables
- Electrical service design and electrical service data table
- New conduit runs, trenching, or boring
- Temporary traffic signal layout and temporary signal design
- Pedestrian signal heads, pedestrian push buttons, and APS equipment
- New detection equipment, including radar, preempt detectors, video detectors, and CCTV cameras
- ILSN sign layouts and ground-mounted or overhead sign design beyond mast arm signs
- Signal timing plans and controller programming documents
- Monitoring in the field/implementation
- Coordination with the CITY

CONSULTANT proposes to perform the above-listed scope of services on a lump sum basis. Any agreement will be valid for a period of 6 months from the effective date. The fee breakdown is attached and summarized in the table below:

TASK	AMOUNT
Coordination	$1,210
Signal Design Modification	$9,028
TOTAL	**$10,238**

Thank you for your consideration of this request. This proposal is valid for two (2) weeks from the date issued. We look forward to working with you.

If you have any questions or concerns, or need any further information, please do not hesitate to contact me at directly at (210) 581-3600 or via email at ajoiner@bgeinc.com

Sincerely,



Allie Joiner, P.E., ENV SP
BGE, Inc.

Fee Estimate

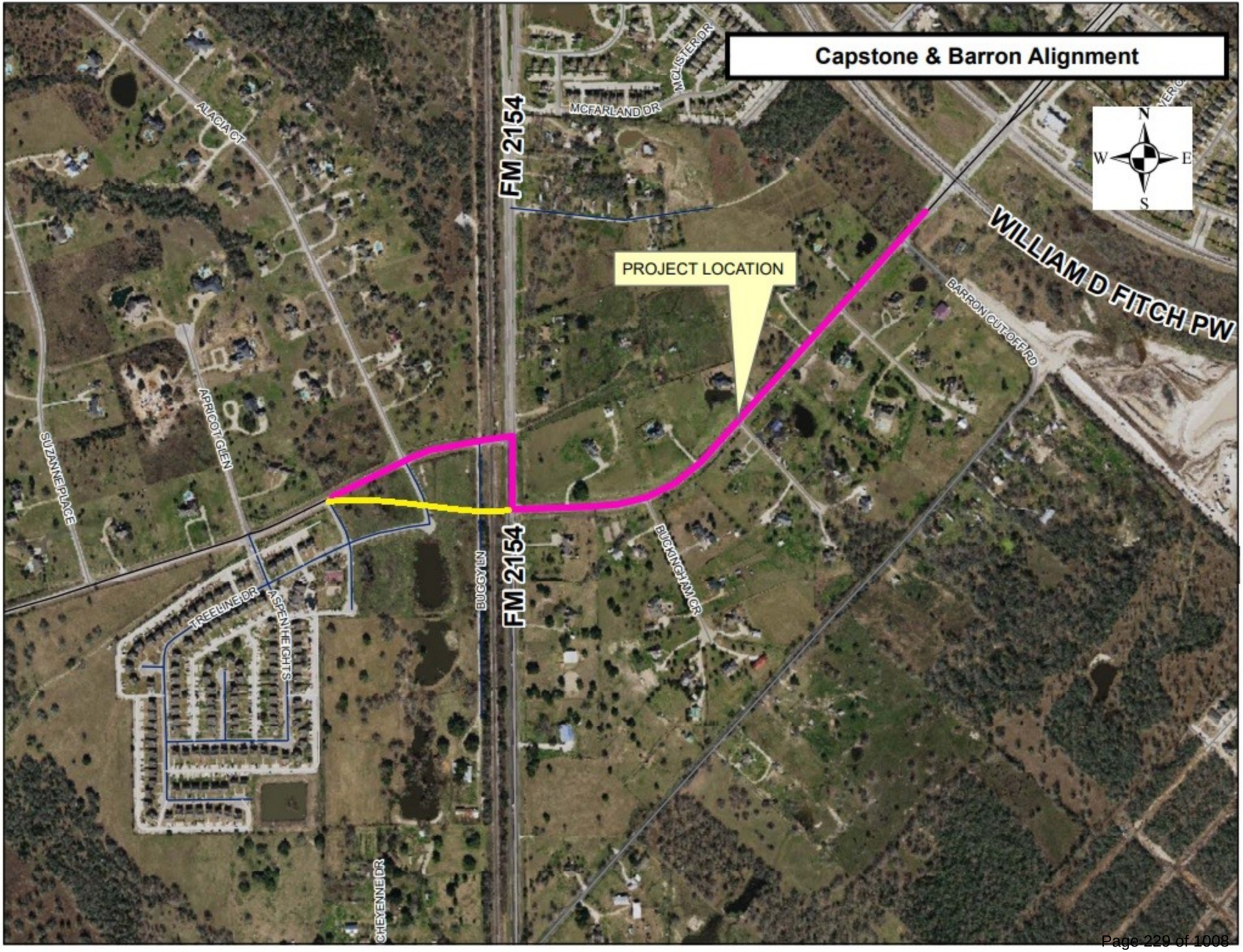
Materials Services
Capstone Drive and Barron Road Alignment Phase I, College Station TX-BRV-26-Proposal
Terracon Proposal No. 1000072142

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Project Administration						**$ 11,495.00**
Project Coordination	$ 125.00	3	hours	1	3	$ 375.00
Billing Coordinator	$ 125.00	8	hours	1	8	$ 1,000.00
Dispatching	$ 100.00	26	hours	1	26	$ 2,600.00
Project Management	$ 160.00	42	hours	1	42	$ 6,720.00
Project Quality Review	$ 200.00	4	hours	1	4	$ 800.00
Proofroll Observation						**$ 1,575.00**
Soils Inspection	$ 90.00	3	hours	5	15	$ 1,350.00
Vehicle Charge	$ 45.00	1	trips	5	5	$ 225.00
Earthwork Sample Pickups						**$ 2,050.00**
Sample Pickup	$ 80.00	2	hours	10	20	$ 1,600.00
Vehicle Charge	$ 45.00	1	trips	10	10	$ 450.00
Earthwork Testing						**$ 10,920.00**
Soils Testing	$ 90.00	3	hours	24	72	$ 6,480.00
Project Supplies and Equipment	$ 40.00	1	tests	24	24	$ 960.00
Nuclear Density Gauge	$ 100.00	1	days	24	24	$ 2,400.00
Vehicle Charge	$ 45.00	1	trips	24	24	$ 1,080.00
Concrete Testing						**$ 9,720.00**
Concrete Testing	$ 80.00	4.5	hours	24	108	$ 8,640.00
Vehicle Charge	$ 45.00	1	trips	24	24	$ 1,080.00
Concrete Sample Pickups						**$ 4,920.00**
Sample Pickup	$ 80.00	2	hours	24	48	$ 3,840.00
Vehicle Charge	$ 45.00	1	trips	24	24	$ 1,080.00
HMAC Testing and Observation						**$ 1,370.00**
Asphalt Testing	$ 90.00	6	hours	2	12	$ 1,080.00
Nuclear Density Gauge	$ 100.00	1	days	2	2	$ 200.00
Vehicle Charge	$ 45.00	1	trips	2	2	$ 90.00
HMAC Coring						**$ 585.00**
Asphalt Testing	$ 90.00	6	hours	1	6	$ 540.00
Vehicle Charge	$ 45.00	1	trips	1	1	$ 45.00
Laboratory Testing						**$ 18,775.00**
Asphalt Content by Ignition	$ 250.00	2	tests	1	2	$ 500.00
Asphalt Bulk Density	$ 55.00	6	tests	1	6	$ 330.00
Hveem Stability and Density	$ 600.00	2	tests	1	2	$ 1,200.00
Theoretical Maximum Specific Gravity	$ 200.00	2	tests	1	2	$ 400.00
Percent Air Voids in Asphalt	$ 90.00	8	tests	1	8	$ 720.00
Unconfined Compressive Strength (Soil Cement)	$ 300.00	1	tests	1	1	$ 300.00
Wet Ball Mill (Aggregate)	$ 350.00	1	tests	1	1	$ 350.00
Water-Soluble Sulfate (Soil)	$ 75.00	4	tests	1	4	$ 300.00
pH (Soil)	$ 75.00	1	tests	1	1	$ 75.00
Wash #200 Sieve (Soil)	$ 75.00	8	tests	1	8	$ 600.00
Using pH to Estimate Soil-Lime Proportion	$ 250.00	2	tests	1	2	$ 500.00
Laboratory Compaction Characteristics (Modified)	$ 250.00	1	tests	1	1	$ 250.00
Laboratory Compaction Characteristics (Standard)	$ 200.00	17	tests	1	17	$ 3,400.00
Sieve Analysis	$ 75.00	1	tests	1	1	$ 75.00
Atterberg Limits (1pt.)	$ 75.00	22	tests	1	22	$ 1,650.00
Compressive Strength (4x8 Cylinder)	$ 25.00	325	tests	1	325	$ 8,125.00
Project Closeout						**$ 410.00**
Project Coordination	$ 125.00	1	hours	1	1	$ 125.00
Billing Coordinator	$ 125.00	1	hours	1	1	$ 125.00
Project Management	$ 160.00	1	hours	1	1	$ 160.00
Total						**$ 61,820.00**

Fee Estimate

Materials Services
Capstone Drive and Barron Road Alignment Phase II, College Station TX-BRV-26-Proposal
Terracon Proposal No. 1000072145

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Project Administration						**$ 8,375.00**
Project Coordination	$ 125.00	3	hours	1	3	$ 375.00
Billing Coordinator	$ 125.00	8	hours	1	8	$ 1,000.00
Dispatching	$ 100.00	14	hours	1	14	$ 1,400.00
Project Management	$ 160.00	30	hours	1	30	$ 4,800.00
Project Quality Review	$ 200.00	4	hours	1	4	$ 800.00
Proofroll Observation						**$ 945.00**
Soils Inspection	$ 90.00	3	hours	3	9	$ 810.00
Vehicle Charge	$ 45.00	1	trips	3	3	$ 135.00
Earthwork Sample Pickups						**$ 2,050.00**
Sample Pickup	$ 80.00	2	hours	10	20	$ 1,600.00
Vehicle Charge	$ 45.00	1	trips	10	10	$ 450.00
Earthwork Testing						**$ 6,825.00**
Soils Testing	$ 90.00	3	hours	15	45	$ 4,050.00
Project Supplies and Equipment	$ 40.00	1	tests	15	15	$ 600.00
Nuclear Density Gauge	$ 100.00	1	days	15	15	$ 1,500.00
Vehicle Charge	$ 45.00	1	trips	15	15	$ 675.00
Concrete Testing						**$ 2,430.00**
Concrete Testing	$ 80.00	4.5	hours	6	27	$ 2,160.00
Vehicle Charge	$ 45.00	1	trips	6	6	$ 270.00
Concrete Sample Pickups						**$ 1,230.00**
Sample Pickup	$ 80.00	2	hours	6	12	$ 960.00
Vehicle Charge	$ 45.00	1	trips	6	6	$ 270.00
HMAC Testing and Observation						**$ 1,370.00**
Asphalt Testing	$ 90.00	6	hours	2	12	$ 1,080.00
Nuclear Density Gauge	$ 100.00	1	days	2	2	$ 200.00
Vehicle Charge	$ 45.00	1	trips	2	2	$ 90.00
HMAC Coring						**$ 585.00**
Asphalt Testing	$ 90.00	6	hours	1	6	$ 540.00
Vehicle Charge	$ 45.00	1	trips	1	1	$ 45.00
Laboratory Testing						**$ 10,110.00**
Asphalt Content by Ignition	$ 250.00	2	tests	1	2	$ 500.00
Asphalt Bulk Density	$ 55.00	6	tests	1	6	$ 330.00
Hveem Stability and Density	$ 600.00	2	tests	1	2	$ 1,200.00
Theoretical Maximum Specific Gravity	$ 200.00	2	tests	1	2	$ 400.00
pH (Soil)	$ 75.00	6	tests	1	6	$ 450.00
Percent Air Voids in Asphalt	$ 90.00	12	tests	1	12	$ 1,080.00
Unconfined Compressive Strength (Soil Cement)	$ 300.00	1	tests	1	1	$ 300.00
Wet Ball Mill (Aggregate)	$ 350.00	1	tests	1	1	$ 350.00
Water-Soluble Sulfate (Soil)	$ 75.00	2	tests	1	2	$ 150.00
Wash #200 Sieve (Soil)	$ 75.00	4	tests	1	4	$ 300.00
Using pH to Estimate Soil-Lime Proportion	$ 250.00	1	tests	1	1	$ 250.00
Laboratory Compaction Characteristics (Modified)	$ 250.00	1	tests	1	1	$ 250.00
Laboratory Compaction Characteristics (Standard)	$ 200.00	10	tests	1	10	$ 2,000.00
Sieve Analysis	$ 75.00	1	tests	1	1	$ 75.00
Atterberg Limits (1pt.)	$ 75.00	13	tests	1	13	$ 975.00
Compressive Strength (4x8 Cylinder)	$ 25.00	60	tests	1	60	$ 1,500.00
Project Closeout						**$ 410.00**
Project Coordination	$ 125.00	1	hours	1	1	$ 125.00
Billing Coordinator	$ 125.00	1	hours	1	1	$ 125.00
Project Management	$ 160.00	1	hours	1	1	$ 160.00
Total						**$ 34,330.00**


Capstone & Barron Alignment
N
W
E
S
PROJECT LOCATION
WILLIAM D FITCH PW
BARRON CUT OFF RD
FM 2154
FM 2154
MCFARLAND DR
MCLISTER DR
ALACIA CT
APRICOT GLEN
SUZANNE PLACE
TREELINE DR
ASPEN HEIGHTS
BUGGY LN
BUCKINGHAM GR
CHEYENNE DR

October 22, 2026
Item No. 7.7.
Halff CME Mutual Settlement and Release Agreement

Sponsor: Adam Falco, City Attorney, Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding a mutual settlement and release agreement with Halff Associates and CME Testing and Engineering.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary:
Halff Associates, Inc. was contracted to provide design services in 2018, for Texas Independence Ballpark Phase 1. CME served as a subconsultant to Halff and provided geotechnical engineering services. The City spent approximately $1.3 million on the design contract with Halff and approximately $5.7 million on actual construction costs. Texas Independence Ballpark Phase 1 included the construction of four new baseball fields, parking, lighting, batting cages, concession and restroom facilities, seating, landscaping, and various supporting infrastructure (water, sanitary sewer, storm drainage, fiber, and electrical).

In August 2023, Council directed staff to cancel the ballpark project due to anticipated costs associated with mitigating the existing soil conditions. A dispute arose between the City, Halff and CME regarding the soil condition. The City, Halff, and CME have since reached an agreement to resolve the dispute, with $265,000 being returned to the City.

Of the previous construction and design expenditures, roughly $4.2 million in completed improvements are being incorporated into the new park design at Texas Independence Park.

The following is an excerpt from the settlement agreement:

"The Parties are engaged in a dispute relating to architectural or engineering services performed by Halff Associates and geotechnical engineering services performed by CME (as a subconsultant for Halff Associates) for a multi-field baseball/softball complex located at the City's Southeast Community Park in College Station, Brazos County, Texas, also known as the Texas Independence Ball Park (the "Project"). The Project was the subject of College Station's Architect and Engineering Professional Services Contract (Contract No. 18300230) with Halff Associates, dated February 13, 2018, as amended (the "Contract"). The dispute includes but is not limited to the City's allegations concerning (1) determination of soil conditions on the Project; and (2) proper engineering and design of the Project based upon actual soil conditions (the "Dispute"). The Parties desire to avoid the expense, inconvenience, and uncertainty of litigation and to buy peace by compromising and settling all claims between them arising from or related to the Dispute, whether known or unknown, asserted or unasserted."

Budget & Financial Summary: There is no budgetary impact as this is a receipt of cash to the City.

Attachments:

1. Mutual Settlement and Release Halff CME

MUTUAL SETTLEMENT AND RELEASE AGREEMENT

This Mutual Settlement and Release Agreement (hereinafter "Agreement") is made by and between

(1) City of College Station, a Texas Home Rule Municipal Corporation (the "City") on the one hand,

and

(2) Halff Associates, Inc. ("Halff Associates"); and

(3) CME Testing and Engineering, Inc. ("CME"), on the other hand.

The City, Halff Associates, and CME are referred to herein individually as a "Party" and collectively as the "Parties."

"City Parties" means the City on behalf of itself, its elected officials, officers, employees, agents, representatives, departments, boards, committees, commissions, city managers, consultants, contractors, attorneys, insurers, reinsurers, assigns, and all persons or entities acting by, through, under, or on behalf of any of them.

"Halff Associates Parties" means Halff Associates, on behalf of itself, its legal successors, subcontractors and subconsultants, assigns, representatives, members, officers, directors, present and former employees, investors, owners, agents, servants, attorneys, insurers, reinsurers, underwriters, managers, parents, subsidiaries, affiliates, and related corporations and partnerships, and all other persons or entities claiming by, through, or under it.

"CME Parties" means CME, on behalf of itself, its legal successors, subcontractors and subconsultants, assigns, representatives, members, officers, directors, present and former employees, investors, owners, agents, servants, attorneys, insurers, reinsurers, underwriters, managers, parents, subsidiaries, affiliates, and related corporations and partnerships, and all other persons or entities claiming by, through, or under it.

RECITALS

The Parties are engaged in a dispute relating to architectural or engineering services performed by Halff Associates and geotechnical engineering services performed by CME (as a subconsultant for Halff Associates) for a multi-field baseball/softball complex located at the City's Southeast Community Park in College Station, Brazos County, Texas, also known as the Texas Independence Ball Park (the "Project"). The Project was the subject of College Station's Architect and Engineering Professional Services Contract (Contract No. 18300230) with Halff Associates,

dated February 13, 2018, as amended (the "Contract"). The dispute includes but is not limited to the City's allegations concerning (1) determination of soil conditions on the Project; and (2) proper engineering and design of the Project based upon actual soil conditions (the "Dispute"). The Parties desire to avoid the expense, inconvenience, and uncertainty of litigation and to buy peace by compromising and settling all claims between them arising from or related to the Dispute, whether known or unknown, asserted or unasserted.

AGREEMENT

1. Release of Claims

The Parties agree as follows:

1.1 Subject to payment of the Halff Settlement Payment (as defined in Section 2.1 below), the City Parties release and discharge the Halff Associates Parties from any and all claims, demands, damages, causes of action, suits, liabilities, and losses of any kind or nature, whether in law or equity, known or unknown, consequential, liquidated or unliquidated, asserted or unasserted, that the City Parties ever had, now have, or may hereafter have, connected with, arising out of, or relating to the Project, the Dispute, the Contract, and any architectural, engineering, or other services provided by Halff Associates or its subconsultants related to the Project or the Project site, whether under the Contract or otherwise.

1.2 Subject to payment of the CME Settlement Payment (as defined in Section 2.2 below), the City Parties release and discharge the CME Parties from any and all claims, demands, damages, causes of action, suits, liabilities, and losses of any kind or nature, whether in law or equity, known or unknown, consequential, liquidated or unliquidated, asserted or unasserted, that the City Parties ever had, now have, or may hereafter have, connected with, arising out of, or relating to the Project, the Dispute, and any services provided by CME related to the Project.

1.3 The releases specified in Sections 1.1, 1.2, and 1.4 include claims that are past, present, or future, whether known or unknown, and whether arising in contract, tort, statute, or otherwise, that in any way arise out of, are connected with, or relate to the Dispute, the Project, the Contract, any architectural, engineering, or other services provided by Halff Associates or its subconsultants related to the Project or the Project site, whether under the Contract or otherwise, or any services provided by CME related to the Project, except to enforce this Agreement.

1.4 Halff Associates and CME, respectively, hereby release and discharge each other from any and all claims, demands, damages, causes of action, suits, liabilities, and losses of any kind or

nature, whether in law or equity, known or unknown, consequential, liquidated or unliquidated, asserted or unasserted, that they ever had, now have, or may hereafter have, connected with, arising out of, or relating to the Project and the Dispute, except to enforce this Agreement.

2. Settlement Consideration

2.1 In consideration of the releases set forth herein, Halff Associates shall pay to the City the total amount of **TWO HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS ($250,000.00)** (the "Halff Settlement Payment"). The Halff Settlement Payment shall be made by or on behalf of Halff Associates by check, ACH, or wire transfer within thirty (30) days after the later of (a) the City's delivery of a fully executed copy of this Agreement to Halff Associates' counsel and (b) the City's delivery of a completed IRS Form W-9, or any other applicable form, and written payment instructions to Halff Associates' counsel.

2.2 In consideration of the releases set forth herein, CME shall pay to the City the total amount of **FIFTEEN THOUSAND AND 00/100 DOLLARS ($15,000.00)** (the "CME Settlement Payment"). The CME Settlement Payment shall be made by check, ACH, or wire transfer within thirty (30) days after the later of (a) the City's delivery of a fully executed copy of this Agreement to CME's counsel and (b) the City's delivery of a completed IRS Form W-9, or any other applicable form, and written payment instructions to CME's counsel.

2.3 The CME Settlement Payment and the Halff Settlement Payment are independent payments to the City and shall not be netted, offset, set off, reduced, or conditioned upon the other in any manner; each payment shall be timely made in full as provided above.

2.4 Each Party shall bear its own attorneys' fees, expert costs, and expenses incurred in connection with the Dispute and this Agreement.

3. Covenant Not to Sue

For the consideration set forth herein, each Party covenants and agrees that it will not initiate, maintain, or cause to be initiated or maintained any lawsuit, arbitration, administrative complaint, or complaint to any professional licensing or registration board against any other Party or any person or entity released under this Agreement concerning any claim released by this Agreement, except to enforce the terms of this Agreement or as required by law.

4. No Admission of Liability

This Agreement is a compromise of disputed claims. No provision of this Agreement, nor any consideration paid, shall be construed as an admission of liability, fault, or wrongdoing by any Party.

5. No Joint Liability

5.1 The Parties acknowledge and agree that the Halff Settlement Payment and the CME Settlement Payment are independent obligations owed to the City. Neither Halff Associates nor CME shall have any obligation to pay, guarantee, secure, or be responsible for the other's Settlement Payment, and there is no joint, several, or joint-and-several liability among them with respect to such payments.

5.2 CME is solely responsible for the CME Settlement Payment specified in Section 2.2 of this Agreement, and the City's sole recourse against CME with respect to settlement consideration is the CME Settlement Payment under Section 2.2. CME does not guarantee and shall have no liability for the Halff Settlement Payment.

5.3 Halff Associates is solely responsible for the Halff Settlement Payment specified in Section 2.1 of this Agreement, and the City's sole recourse against Halff Associates with respect to settlement consideration is the Halff Settlement Payment under Section 2.1. Halff Associates does not guarantee and shall have no liability for the CME Settlement Payment.

6. Representations and Warranties

6.1 Each Party represents and warrants that: (a) it owns the claims it releases and has not assigned or transferred them; (b) it has read and understands this Agreement, has had the opportunity to consult counsel of its choosing, and signs freely and voluntarily; (c) the individual executing this Agreement on its behalf has full authority to bind that Party; (d) the claims it releases have not been sold and are free of any lien or encumbrance; (e) before executing this Agreement, it was advised by counsel of its own choosing on the terms and effects of this Agreement; (f) no promise, agreement, or representation has been made to it other than those set out in this Agreement, and it has not executed this Agreement in reliance on any statement, representation, omission, or conduct of any other Party or any other Party's counsel, but solely on its own judgment and the advice of its own counsel; and (g) this Agreement was negotiated at arm's length, and the consideration recited in it is fair and reasonable.

6.2 The City represents and warrants that before executing this Agreement it obtained all approvals necessary to execute and perform this Agreement, including the approval of the City Council at a meeting held in compliance with Chapter 551 of the Texas Government Code, and any other approvals or votes needed from any other committees or commissions, as applicable.

7. Governing Law; Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas. Any action arising out of or relating to this Agreement shall be brought exclusively in state courts located in Brazos County, Texas, and the Parties consent to such jurisdiction and venue.

8. Severability

If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall remain in full force and effect and shall be enforced to the maximum extent permitted by applicable law.

9. Entire Agreement; Amendments; Waiver

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous negotiations and agreements. No amendment or modification shall be effective unless in a writing signed by the Parties. No waiver of any breach shall be deemed a waiver of any other or subsequent breach.

10. Counterparts; Electronic Signatures; Effectiveness

10.1 This Agreement may be executed in counterparts, each of which is deemed an original, and all of which together constitute one instrument. Signatures transmitted by PDF or electronic means shall be deemed original and shall have the same force and effect as original signatures.

10.2 This Agreement becomes effective upon execution by all Parties.

11. Terms Contractual

The terms of this Agreement are contractual and are not mere recitals.

12. Captions and Interpretation

Paragraph titles or captions are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provision. No provision in this Agreement is to be interpreted for or against any Party because of that Party's involvement in the drafting of this Agreement's language.

13. Taxes

Each Party shall be solely responsible for any taxes imposed on amounts received by it pursuant to this Agreement.

14. Future Procurement

The City shall not treat the Dispute, the Project, or this Agreement as a basis to disqualify, suspend, or debar Halff Associates or CME from any future City procurement, or to evaluate either of them less favorably in one, and each of them shall be considered for future City work on the same basis as other qualified firms under applicable law.

[SIGNATURE ON FOLLOWING PAGE]

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

EXECUTED this the _____ day of _____, 2026 by the **City of College Station**.

CITY OF COLLEGE STATION

By: _____
Mayor

ATTEST:

_____
City Secretary

APPROVED

_____
City Manager

_____
City Attorney

_____
Assistant City Manager/CFO

HALFF ASSOCIATES, INC.

By: Jeff Nagy, P.E., Vice President NS
Jeff Nagy, PE, Vice President and Operations Manager, Austin – North

Date: 10/12/2026

CME TESTING AND ENGINEERING, INC.

By: Paul Evans
Paul Evans, Secretary – Laboratory Manager

Date: 10/12/2026

October 22, 2026
Item No. 7.8.
Contract for CSU Electric Engineering Services for Southeast Substation

Sponsor: Glenn Gavit

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract between the City of College Station and McCord Engineering for electric engineering and design services for the construction of the new CSU Southeast Substation, for an amount not to exceed $1,000,000.

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

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

Summary: The City of College Station Electric Department will be constructing the Southeast Substation in fiscal year 2029. McCord Engineering will provide engineering, design services and project management for this project. CSU Electric has utilized McCord Engineering, Inc. for electric engineering services for decades. McCord Engineering is a highly qualified local firm with demonstrated competence and qualifications. McCord Engineering's staff is extremely knowledgeable in the CSU electric system and responsive to the City's needs. Based on McCord's qualifications and unique familiarity with the City's electric system, it is in the City's best interest to continue to contract with McCord to provide these engineering and design services.

Budget & Financial Summary: Funds are available as budgeted and approved in the Electric Utility's annual budget and in the Electric Utility Capital Improvement Projects

Attachments:
1. 27300013--LKPcc (CC 10.22.26) -signed

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 27300013 PROJECT #: _____ BID/RFP/RFQ#: _____ Buyer: Laura Perez

Project Name / Contract Description: Southeast Substation Design

Engineering design and required deliverables to facilitate construction of City of College Station Utilities Southeast Substation.

Name of Contractor: McCord Engineering, Inc.

CONTRACT TOTAL VALUE: $ 1,000,000.00 **Grant Funded** Yes ☐ No ☒

If yes, what is the grant number: ☐

Debarment Check ☐ Yes ☐ No ☒ N/A

Section 3 Plan Incl. ☐ Yes ☐ No ☒ N/A

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

Buy America Required ☐ Yes ☐ No ☒ N/A

Transparency Report ☐ Yes ☐ No ☒ N/A

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

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

This contract is exempt from the purchasing requirements contained in Tex. Loc. Gov't Code Chapter 252.022

The exemption has been reviewed and approved by the City Manager's Office (CMO) on September 25, 2026.

Funding is available in the following accounts: 3001065-EDSS (40%) & 3001066-ETSS (60%)

*(If required)**

CRC Approval Date*: _____ **Council Approval Date*:** 10/22/26 **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

_____ _____

CITY SECRETARY (if applicable) DATE

Updated 09/21/2026

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 McCord Engineering, Inc., 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"):
Engineering design and required deliverables to facilitate construction of City of College Station Utilities Southeast Substation.

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 million and 00/100 Dollars ($1,000,000.00).

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: 30 **calendar days** after the authorization to commence planning.

(b) Preliminary Design: 60 **calendar days** after authorization to commence PPD.

(c) Final Design: 180 **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):
The term of this Contract shall commence upon execution and shall remain in effect through the completion of construction of the Southeast Substation, including all services and obligations required under this Contract, unless terminated earlier in accordance with the terms and conditions herein.

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 **$10,500,00.00** 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	McCORD ENGINEERING, INC.
Attn: Timothy Homeyer	Attn: Rex Woods
PO BOX 9960	916 Southwest Parkway
1101 Texas Ave	College Station, Texas 77840
College Station, TX 77842	
thomeyer @cstx.gov	rwoods@mccordeng.com

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

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

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

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

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

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

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

latter controls.

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

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

14.12 Verification No Boycott of Israel. To the extent this Contract is considered a contract for goods or services subject to §2270.002 Texas Government Code, Consultant verifies that it (i) does not boycott Israel and (ii) will not boycott Israel during the term of this Contract.

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

14.14 Verification No Boycott of Energy Companies. Subject to § 2274.002 Texas Government Code Consultant herein verifies that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of this Contract.

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

List of Exhibits

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

MCCORDING ENGINEERING, INC.

By: Rex Woods

Printed Name: Rex Woods

Title: President

Date: 10/9/2026

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT A

ENGINEERING SERVICES
SCOPE OF WORK

for the

CITY OF COLLEGE STATION
ELECTRIC SYSTEM

SOUTHEAST SUBSTATION

CSB-25

McCord Engineering, Inc.
Registration No. F-2664
916 Southwest Parkway
College Station, Texas 77840
(979) 764-8356

ENGINEERING SERVICES SCOPE OF WORK
FOR THE CITY OF COLLEGE STATION ELECTRIC SYSTEM
SOUTHEAST SUBSTATION

SCOPE OF WORK

McCord Engineering, Inc. (MEI), in conjunction with their partners, will provide engineering design and required deliverables to facilitate construction of Southeast Substation. MEI will provide all electrical engineering design plans, as well as civil and structural design for the proposed substation. MEI will provide bid documents for construction of the substation and materials provided by the City of College Station (COCS).

The substation shall be designed to accommodate two (2) incoming 138 kV underground transmission lines, four (4) high-voltage-beaker ring bus, one (1) 138 kV/12.5 kV, 25 MVA distribution transformer, and one (1) circuit switcher on the high side of each transformer. The station will also be designed to accommodate a future transformer position, and the bus work will be built out to have a second circuit switcher on the high side of what will be the future transformer position. The low side of the transformer will connect to a distribution bay via one (1) medium voltage circuit breaker. The medium voltage distribution bay will consist of an operating bus and a transfer bus and will accommodate four (4) medium voltage distribution feeder breakers.

I. Project Details

Development of detailed design drawings and construction specifications shall be as follows:

A. Physical one-line diagram

B. Low-side plan and elevation drawings

C. High-side plan and elevation drawings

D. Grounding drawings, including ground grid study based upon 70 kg personnel

E. Site/Foundation drawings including soil boring(s) and soil resistivity study

F. Concrete substation perimeter security wall drawings based on a 10-12’ wall with both barbed wire and razor wire

G. Design drawings for new pre-fabricated control building to house new relay panels, battery bank, SCADA, charger, and associated equipment

H. Station service facilities drawings

I. Metering drawings as needed per ERCOT requirements

J. Protection and control drawings:

1. Relay one-line diagram

2. Three-line diagrams

3. AC one-line diagram

4. Station service diagram

5. Relay panel drawings include:

    a. Panel assembly

    b. Control schematics

    c. Wiring diagrams

    d. Equipment connection interface

    e. 138 kV transmission panels

    f. 138/12.5 kV power transformer panels

6. Conduit and cable schedules

7. Battery bank and charger drawings

8. DC system drawings

9. Relay settings

K. Development of the following documents/drawings:

1. Plan of work

2. Drawing packages suitable for solicitation of materials

3. Structure details

L. Provide Unit Bid Sheets and Construction Specifications for:

1. A – Bus work and structures

2. B – Three-pole group operated switches

3. C – Lightning arresters

4. D – Single-pole disconnect switches

5. E – 145 kV Circuit breakers and circuit switchers

6. F – 15 kV Circuit breakers

7. G – Meters, relays, 145 kV PTs and CTs, and instrument transformers (includes communications and SCADA panel equipment)

8. H – Transformers

9. K – Conduit and cable meeting NERC CIP standards

10. L – Foundations

11. M – Site preparation

12. N – Concrete Security Wall around substation with barbed and razor wire. Fence height and type of fence to be approved by COCS prior to specification approval.

13. O – Station grounding for 70 kg personnel

14. P – Pre-fabricated Control Building

15. Q – Yard lights, AC and DC receptacles, security cameras and security system conduits

16. R – Wildlife Deterrent (To be provided by COCS)

17. S – Testing/Commissioning of relays and equipment (NERC Testing)

18. T – Standby Generator and ATO

19. U – ERCOT/BTU Requirements

20. V – Oil Containment

21. W – Feeder Exits

22. X – Signs and Miscellaneous Equipment

II. Project Deliverables

A. Drawings

1. Electrical plan and physical yard and site layout drawings

2. Foundation and profile drawings

3. Applicable vendor drawings for construction package

4. Protection and Control Design Package:

    a. Relaying one-line drawing

    b. Two (2) line relay panels

        i. Elevation and BOM
        ii. Line Protection AC schematics (three-line drawings) drawings
        iii. Line protection DC line protection schematics drawings
        iv. Breaker controls DC schematics drawings
        v. Line panel wiring drawings

    c. Two (2) Transformer differential panels

        i. Elevation and BOM drawings
        ii. Transformer protection AC schematics (three-line drawings)
        iii. Transformer protection DC line protection schematics drawings
        iv. Circuit Switcher control schematic drawings
        v. Breaker controls DC schematics drawings
        vi. Transformer panel wiring drawings

    d. 12.5 kV feeder breakers (protective relays mounted inside breaker cabinets)
        i. AC schematics
        ii. DC control schematics

    f. Substation equipment interconnection diagrams

        i. 138kV Circuit breakers interconnection diagrams.
        ii. Circuit Switcher interconnection drawing.
        iii. Transformer interconnection diagrams.
        iv. 12.5kV Feeder breaker interconnection diagrams.
        v. Metering PT/CT unit interconnection diagram
        vi. PT junction boxes interconnection diagrams

    g. Substation cable schedule

    h. RTU panel drawings:
        i. RTU panel elevation and BOM
        ii. RTU one-line drawing
        iii. RTU DC schematics
        iv. RTU wiring diagram

5. Relaying settings

    a. Southeast Substation

i. Two (2) SEL-421 primary line relays.
ii. Two (2) SEL-411L line backup relays.
iii. Two (2) SEL-487E primary transformer protection.
iv. Two (2) SEL-487E backup transformer protection.
v. Two (2) SEL-2414 transformer monitoring and LTC controls
vi. Four (4) SEL-351S feeder relays.
vii. Two (2) RTAC-3530.

b. Greens Prairie Substation (Existing relays)

i. One (1) SEL-421 primary line relays
ii. One (1) SEL-411L line backup relays

c. Spring Creek Substation (Existing relays)

i. One (1) SEL-421 primary line relays
ii. One (1) SEL-411L line backup relays

6. Control building specification

7. Civil Engineering – Site preparation, Drainage, Erosion, SWPPP, Access Road design

8. Factory Acceptance Testing Checklist

B. Submittals

1. A 10% submittal will be provided for the COCS's review and information. This submittal will include physical one-line and three-line diagrams, substation plan view drawing and control house layout. A 10% review meeting will be held in the form of a formal meeting with the COCS during which the COCS can provide comments and/or recommendations. These comments and/or recommendations will be used as the basis of the engineering design going forward and incorporated in the final drawings provided.

2. During design 30%, 60%, and 90% submittal plans will be submitted to the Owner for review. The COCS can provide comments and/or recommendations during each review.

3. All drawings and specifications will be issued for bid, approval, or construction per schedule.

4. As-Built drawings will be provided in CAD and PDF format.

5. Geotechnical report for the respective stations which includes soil bore information, thermal soil resistivity, electrical resistivity, foundation suggestions, specific parameters needed for foundation design, etc.

C. Relay Settings

1. All relay settings shall be provided for 138 kV and 12.5 kV equipment in .rdb format.

D. Engineering Studies and Calculations

1. Ampacity Study
2. Load Flow, Short Circuit & Arc Flash
3. Protection & Coordination
4. Insulation Coordination
5. Grounding & Lightning Protection
6. AC/DC Load Study

III. Contract Documents

A. Construction Bid

B. Long Lead Equipment Material Bid

IV. Coordination Support

A. Attend construction meetings as required.

B. Respond to COCS's or Contractor's questions or comments, as required.

C. Assist COCS and Contractor to respond to questions or issues and approval drawings from Vendors & Subcontractors.

1. Major equipment (breakers/reclosers, switches, relay equipment, control buildings)
2. Materials packager (steel structures)
3. Geotechnical contractor

D. Inspection

1. Inspection of construction of all physical engineering design
2. Invoice review during construction phase

E. Commissioning Support for onsite issues that may come up with testing

V. Assumptions, Clarifications and Exclusions

Scope of work begins within the fences of the substation. Any work outside of that will be out of scope. The design of any transmission lines has not been included. However, civil engineering portion will include access road design, grading, drainage and erosion control.

COCS or the construction contractor will be responsible for the permitting process, including the submittal of the drawing package to the appropriate AHJ/utility, serving as primary contact for the AHJ/utility, coordinating the schedule for permit review, receipt of the permit, and site inspection(s). AHJ/Utility questions and resulting drawing changes will be addressed.

COCS will provide vendor drawings and manufacturer test reports (includes MVA, impedance, load loss data, etc.) for the new equipment that has been purchased and/or is to be purchased when available.

Lightning Protection study will be completed using Fixed Angle Method - typical standard for a 138 kV substation.

MEI will use COCS' prior standards and specifications that have been used for the design of Northwest Substation.

MEI is not responsible for any geological survey, hydraulic analysis and/or design of culverts.

Applicable line protection, transformer protection and RTAC templates developed as part of the PRC-027 standards development project will be used to create protection & control drawings. RTAC related scope will be limited to updating of the RTAC configuration template to include standard SCADA points to be monitored among substation relays being installed as part of this project. This does not include configuration of communication schemes, integration, testing, or commissioning.

Factory Acceptance Testing (FAT) for validating the protection/automation schemes associated with Southeast Sub. FAT is expected to take place in Houston, TX utilizing project relay/automation/communications loose equipment provided by CSU/MEI. The FAT commissioning effort includes two (2) protection/automation engineers for three (3) days or a total of six (6) man-days.

COCS will be responsible for the communication rack to be designed, procured, and installed in the control house. The programming and configuration of all the devices on the RTU panel will be done by COCS's SCADA group. These devices include the following:

A. One (1) RTAC-3555

B. One (1) SEL-2523.

C. One (1) SEL-3620.

VI. Schedule

Southeast Substation Schedule 2026-2028

Kickoff Meeting - COCS/MEI/REI	Nov '26
Engineering Start Date & NTP	Nov '26
Site Clearing - Completion	TBD
Geotech & Surveying	Jan '27
IFB Long Lead Material	Jan '27
IFR 100% Package	Jan '28
IFB Drawings	Mar '28
IFC Drawings	TBD
Construction start date	TBD
Factory Acceptance Testing	TBD
Commissioning	TBD
Energization start date	TBD
As-Built Package	TBD

Civil	
30% Review	April '27
Preliminary Grading, Erosion Control, Drainage	
90% Review	Jan '28
Completed Grading, Erosion Control, Drainage	
Electrical/Structural	
30% Review	April '27
Major Materials & Equipment	
Control House Drawings	
Final 1-Line, General Arrangement	
Preliminary Electrical Elevations	
Preliminary Foundation Plan	
60% Review	Sep '27
Completed Electrical Elevations	
Completed Foundation Plan	
Completed Foundation Details, Steel Structures	
Preliminary Conduit	
Preliminary Grounding	
Preliminary Cable Schedule	
90% Review	Jan '28
Completed Electrical Elevations	
Completed Foundations & Steel	
Completed Conduit Layout, schedule, & details	
Completed Grounding Layout & details	
Completed Cable Schedule	

Scope of Work – Southeast Substation (Continued)

R&C Drawing Packages & Relay settings	
10% Review	Nov '26
Relay One Line & Metering One Line	
R&C Panel Layout	
30% Review	Feb '27
R&C Panel Layout & BOM	
Relay One Line, Three Line	
IFR Package - P&C Design Drawings	Nov '27
Relay AC & DC schematics	
Preliminary wiring & Cable schedule	
IFR Protection/Automation Settings	TBD
Relay & RTAC Settings	
Commissioning Test Plans	
IFC Package - Deliverables from IFR Submittal	TBD
Studies	
AC/DC loading & battery sizing Study	Jan '28
Lightning Protection Study	Jan '28
Load Flow	Jan '28
Grounding Study	Jan '28
Short circuit	Jan '28
Arc Flash	Jan '28
Bus calculations	Jan '28
Insulation coordination study	Jan '28

EXHIBIT B
PAYMENT TERMS

Compensation shall be based on ***actual*** hours of work/time devoted to providing the described professional services. MEI shall be paid at the rates per MEI's current Standard Fee Schedule. The City will reimburse MEI for ***actual,*** non-salary expenses per attached MEI's current Standard Fee Schedule. 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 $1,000,000.00.

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.

McCord Engineering, Inc.
916 Southwest Parkway East
College Station, Texas 77840
(979) 764-8356 Fax (979) 764-9644

CONFIDENTIAL

To: City of College Station January 30, 2026

FEE SCHEDULE

A. Engineering Services Rendered

1. Mileage in accordance with the current IRS rate.

2. Out of pocket expenses (Meals, Motel, Postage, Printing, etc.) - at cost.

3. Salaries and Wages - Below is our current hourly rates by position title for MEI personnel. These rates are valid until June 22, 2027.

Registered Professional Engineers
Level 1 .....$100.00-$175.00
Level 2 .....$175.00-$250.00
Level 3 .....$250.00-$335.00

Engineering Technician/Project Managers
Level 1 .....$45.00-$100.00
Level 2 .....$100.00-$150.00
Level 3 .....$150.00-$200.00
Level 4 .....$200.00-$250.00

Field Services Technician
Level 1 .....$45.00-$65.00
Level 2 .....$65.00-$85.00
Level 3 .....$85.00-$105.00
Level 4 .....$105.00-$125.00
Level 5 .....$125.00-$150.00

Administrative
Level 1 .....$25.00-$75.00
Level 2 .....$75.00-$150.00
Level 3 .....$150.00-$200.00

Our services are billed on a monthly basis with payment due net 30 days.

EXHIBIT C
CERTIFICATE(S) OF INSURANCE

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2026

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
ANCO Insurance
PO Box 3889
Bryan TX 77805

CONTACT NAME: Michele Stafford
PHONE (A/C, No, Ext): 979-774-6529 **FAX (A/C, No):** 979-774-5372
E-MAIL ADDRESS: michele.stafford@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Co.	20443
INSURER B : Valley Forge Insurance Company	20508
INSURER C : Republic-Franklin Insurance Company	12475
INSURER D : Texas Mutual Insurance Company	22945
INSURER E :	
INSURER F :	

INSURED MCCOENG-01
McCord Engineering Inc.
916 Southwest Pkwy East
College Station TX 77840

COVERAGES **CERTIFICATE NUMBER:** 1715726088 **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	
B	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			7013633066	1/2/2026	1/2/2027	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
C	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			5753483	1/2/2026	1/2/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000			8037519226	1/2/2026	1/2/2027	EACH OCCURRENCE AGGREGATE $	$ 9,000,000 $ 9,000,000 $
D	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001262414	1/2/2026	1/2/2027	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)
Umbrella policy follows form over underlying liability policies shown on certificate.
See note pad for Endorsement Form numbers

Certificate Holder Note:

Additional Insured Form SB300120-C
See Attached...

CERTIFICATE HOLDER

City of College Station
ATTN: Risk Manager
PO Box 9960
College Station TX 77842-9960

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Grant Graham

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AGENCY CUSTOMER ID: MCCOENG-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
ANCO Insurance		McCord Engineering Inc. 916 Southwest Pkwy East College Station TX 77840
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

GL Blanket Additional Insured and Waiver of Subrogation - Form SB146968C (10-19)
30 Days NOC Form SB147052C (6-16)
WC Blanket Waiver of Subrgation - See Form #WC420304B
WC Form #WC420601 - 30 Days NOC
COMMERCIAL AUTOMOBILE EXTENSION ENDORSEMENT
PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

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IMPORTANT: THIS ENDORSEMENT CONTAINS DUTIES THAT APPLY TO THE ADDITIONAL INSURED IN THE EVENT OF OCCURRENCE, OFFENSE, CLAIM OR SUIT. SEE PARAGRAPH C., OF THIS ENDORSEMENT FOR THESE DUTIES.

BLANKET ADDITIONAL INSURED ENDORSEMENT WITH PRODUCTS-COMPLETED OPERATIONS COVERAGE AND BLANKET WAIVER OF SUBROGATION

Architects, Engineers and Surveyors

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

A. **Who Is An Insured** is amended to include as an insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement; but the written contract or written agreement must be:

1. Crrently in effect or becoming effective during the term of this policy; and

2. Executed prior to the:

a. "**Bodily injury**" or "**property damage**"; or

b. Offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage

B. The insurance provided to the additional insured is limited as follows:

1. The 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:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations specified in the written contract or written agreement; or

c. "**Your work**" that is specified in the written contract or written agreement, but only for "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**," and only if:

(1) The written contract or written agreement requires you to provide the additional insured such coverage; and

(2) This Coverage Part provides such coverage.

2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations of this policy, whichever is less. These Limits of Insurance are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.

3. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional 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 by any architect, engineer or surveyor performing services on a project of which you serve as construction manager; or

b. Inspection, supervision, quality control, engineering or architectural services done by you on a project of which you serve as construction manager.

4. The insurance provided to the additional insured does not apply to "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of construction or demolition work while you are acting as a construction or demolition contractor.

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C. Under **Businessowners Liability Conditions**, the condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended to add the following:

An additional insured under this endorsement will as soon as practicable:

1. Give written notice of an occurrence or an offense to us which may result in a claim or "**suit**" under this insurance;

2. Tender the defense and indemnity of any claim or "**suit**" to us for a loss we cover under this Coverage Part;

3. Except as provided for in paragraph **D.2.** below:

a. Tender the defense and indemnity of any claim or "**suit**" to any other insurer which also has insurance for a loss we cover under this Coverage Part; and

b. Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.

We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a claim or "**suit**" from the additional insured.

D. With respect only to the insurance provided by this endorsement, the condition entitled **Other Insurance** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to delete paragraphs **2.** and **3.** and replace them with the following:

2. This insurance is excess over any other insurance available to the additional insured, whether primary, excess, contingent or on any other basis, But if required by the written contract or written agreement, this insurance will be primary and noncontributory relative to insurance on which the additional insured is a Named Insured.

3. When this insurance is excess, we will have no duty under **Business Liability** insurance to defend the additional insured against any "**suit**" if any other insurer has a duty to defend the additional insured against that "**suit**" If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured's rights against all those other insurers.

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

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

E. Additional Insured – Extended Coverage

When an additional insured is added by this or any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds:

If the additional insured is:

1. An individual, then his or her spouse is an insured;

2. A partnership or joint venture, then its partners, members and their spouses are insureds;

3. A limited liability company, then its members and managers are insureds;

4. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

5. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **1.** through **4.** above;

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(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

F. The condition entitled **Transfer of Rights of Recovery Against Others to Us** of the **BUSINESSOWNERS COMMON POLICY CONDITIONS** is amended to deleted paragraph **2.** and replace it with the following:

2. We waive any right of recovery we may have against any person or organization with whom you have agreed to waive such right of recovery in a written contract or agreement because of payments we make for injury or damage arising out of your ongoing operations or "**your work**" done under a contract with that person or organization and included within the "**products-completed operations hazard**."

All other terms and conditions of the Policy remain unchanged.

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BLANKET ADDITIONAL INSURED AND LIABILITY EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS LIABILITY COVERAGE FORM
BUSINESSOWNERS COMMON POLICY CONDITIONS

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I. BLANKET ADDITIONAL INSURED PROVISIONS

A. ADDITIONAL INSURED – BLANKET VENDORS

Who Is An Insured is amended to include as an additional insured any person or organization (referred to below as vendor) with whom you agreed under a "**written contract**" to provide insurance, but only with respect to "**bodily injury**" or "**property damage**" arising out of "**your products**" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

1. The insurance afforded the vendor does not apply to:

a. "**Bodily injury**" or "**property damage**" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

b. Any express warranty unauthorized by you;

c. Any physical or chemical change in the product made intentionally by the vendor;

d. Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

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

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h. "**Bodily injury**" or "**property damage**" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(1) The exceptions contained in Subparagraphs **d.** or **f.**; or

(2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

3. This provision **2.** does not apply to any vendor included as an insured by an endorsement issued by us and made a part of this Policy.

4. This provision **2.** does not apply if "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**" is excluded either by the provisions of the Policy or by endorsement.

B. MISCELLANEOUS ADDITIONAL INSUREDS

1. **Who Is An Insured** is amended to include as an insured any person or organization (called additional insured) described in paragraphs **3.a.** through **3.j.** below whom you are required to add as an additional insured on this policy under a "**written contract**."

2. However, subject always to the terms and conditions of this policy, including the limits of insurance, we will not provide the additional insured with:

a. A higher limit of insurance than required by such "**written contract**;"

b. Coverage broader than required by such "**written contract**" and in no event greater than that described by the applicable paragraph a. through k. below; or

c. Coverage for "**bodily injury**" or "**property damage**" included within the "**products-completed operations hazard**." But this paragraph **c.** does not apply to the extent coverage for such liability is provided by paragraph **3.j.** below.

Any coverage granted by this endorsement shall apply only to the extent permitted by law.

3. Only the following persons or organizations can qualify as additional insureds under this endorsement:

a. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

(1) such person or organization's financial control of you; or

(2) Premises such person or organization owns, maintains or controls while you lease or occupy these premises;

provided that the coverage granted to such additional insureds does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

b. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" as co-owner of such premises.

c. Grantor of Franchise

Any person or organization that has granted a franchise to you, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" as grantor of a franchise to you.

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d. Lessor of Equipment

Any person or organization from whom you lease equipment, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" caused in whole or in part by your maintenance, operation or use of such equipment, provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**" takes place prior to the termination of such lease.

e. Lessor of Land

Any person or organization from whom you lease land, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of that specific part of the land leased to you, provided that the "**occurrence**" giving rise to such "bodily injury" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

f. Lessor of Premises

An owner or lessor of premises leased to you, or such owner or lessor's real estate manager, but only with respect to liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance or use of such part of the premises leased to you, and provided that the "**occurrence**" giving rise to such "**bodily injury**" or "**property damage**" or the offense giving rise to such "**personal and advertising injury**," takes place prior to the termination of such lease. The insurance hereby afforded to the additional insured does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

g. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee, or receiver's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of the ownership, maintenance, or use of a premises by you.
This insurance does not apply to structural alterations, new construction or demolition operations performed by, on behalf of or for such additional insured.

h. State or Political Subdivisions

A state or government agency or subdivision or political subdivision that has issued a permit or authorization, but only with respect to such government agency or subdivision or political subdivision's liability for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" arising out of:

(1) The following hazards in connection with premises you own, rent, or control and to which this insurance applies:

(a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or

(b) The construction, erection, or removal of elevators; or

(c) The ownership, maintenance or use of any elevators covered by this insurance; or

(2) The permitted or authorized operations performed by you or on your behalf. But the coverage granted by this paragraph does not apply to:

(a) "**Bodily injury**", "**property damage**" or "**personal and advertising injury**" arising out of operations performed for the state or government agency or subdivision or political subdivision; or

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

With respect to this provision's requirement that additional insured status must be requested under a "**written contract**," we will treat as a "**written contract**" any governmental permit that requires you to add the governmental entity as an additional insured.

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i. Trade Show Event Lessor

With respect to your participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom you are required to include as an additional insured, but only with respect to such person or organization's liability for "**bodily injury**," "**property damage**," or "**personal and advertising injury**" caused by:

a. Your acts or omissions; or

b. Acts or omissions of those acting on your behalf;

in the performance of your ongoing operations at the trade show premises during the trade show event.

j. Other Person or Organization

Any person or organization who is not an additional insured under paragraphs **a.** through **i.** above. Such additional insured is an insured solely for "**bodily injury**," "**property damage**" or "**personal and advertising injury**" for which such additional insured is liable because of your acts or omissions.

The coverage granted by this paragraph does not apply to any person or organization:

(1) For "**bodily injury**," "**property damage**," or "**personal and advertising injury**" arising out of the rendering or failure to render any professional services;

(2) For "**bodily injury**" or "**property damage**" included in the "**products-completed operations hazard**." But this provision **(2)** does not apply to such "**bodily injury**" or "**property damage**" if:

(a) It is entirely due to your negligence and specifically results from your work for the additional insured which is the subject to the "**written contract**"; and

(b) The "**written contract**" requires you to make the person or organization an additional insured for such "**bodily injury**" or "**property damage**"; or

(3) Who is afforded additional insured coverage under another endorsement attached to this policy.

C. ADDITIONAL PROVISIONS PERTINENT TO ADDITIONAL INSURED COVERAGE

1. With respect only to additional insured coverage provided under paragraphs **A.** and **B.** above:

a. The **BUSINESSOWNERS COMMON POLICY CONDITIONS** are amended to add the following to the Condition entitled **Other Insurance**:

This insurance is excess of all other insurance available to an additional insured whether primary, excess, contingent or on any other basis. However, if a "**written contract**" requires that this insurance be either primary or primary and noncontributing, then this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

b. Under **Liability and Medical Expense Definitions**, the following definition is added:

"**Written contract**" means a written contract or agreement that requires you to make a person or organization an additional insured on this policy, provided the contract or agreement:

(1) Is currently in effect or becomes effective during the term of this policy; and

(2) Was executed prior to:

(a) The "**bodily injury**" or "**property damage**;" or

(b) The offense that caused the "**personal and advertising injury**";

for which the additional insured seeks coverage.

2. With respect to any additional insured added by this endorsement or by any other endorsement attached to this Coverage Part, the section entitled **Who Is An Insured** is amended to make the following natural persons insureds.

If the additional insured is:

a. An individual, then his or her spouse is an insured;

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b. A partnership or joint venture, then its partners, members and their spouses are insureds;

c. A limited liability company, then its members and managers are insureds;

d. An organization other than a partnership, joint venture or limited liability company, then its executive officers, directors and shareholders are insureds; or

e. Any type of entity, then its employees are insureds;

but only with respect to locations and operations covered by the additional insured endorsement's provisions, and only with respect to their respective roles within their organizations. Furthermore, employees of additional insureds are not insureds with respect to liability arising out of:

(1) "**Bodily injury**" or "**personal and advertising injury**" to any fellow employee or to any natural person listed in paragraphs **a.** through **d.** above;

(2) "**Property damage**" to property owned, occupied or used by their employer or by any fellow employee; or

(3) Providing or failing to provide professional health care services.

II. LIABILITY EXTENSION COVERAGES

It is understood and agreed that this endorsement amends the **Businessowners Liability Coverage Form**. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement to such provision do not apply.

A. Bodily injury – Expanded Definition

Under **Liability and Medical Expenses Definitions**, the definition of "**Bodily injury**" is deleted and replaced by the following:

"**Bodily injury**" means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the physical injury, sickness or disease.

B. Broad Knowledge of Occurrence

Under Businessowners Liability Conditions, the Condition entitled Duties In The Event of Occurrence, Offense, Claim or Suit is amended to add the following:

Paragraphs **a.** and **b.** above apply to you or to any additional insured only when such "**occurrence**," offense, claim or "**suit**" is known to:

(1) You or any additional insured that is an individual;

(2) Any partner, if you or an additional insured is a partnership;

(3) Any manager, if you or an additional insured is a limited liability company;

(4) Any "**executive officer**" or insurance manager, if you or an additional insured is a corporation;

(5) Any trustee, if you or an additional insured is a trust; or

(6) Any elected or appointed official, if you or an additional insured is a political subdivision or public entity.

This paragraph applies separately to you and any additional insured.

C. Estates, Legal Representatives and Spouses

The estates, heirs, legal representatives and spouses of any natural person insured shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives and spouses only for claims arising solely out of their capacity as such and, in the case of a spouse, where such claim seeks damages from marital common property, jointly held property, or property transferred from such natural person insured to such spouse. No coverage is provided for any act, error or omission of an estate, heir, legal representative or spouse outside the scope of such person's capacity as such, provided however that the spouse of a natural person Named Insured and the spouses of members or partners of joint venture or partnership Named Insureds are insureds with respect to such spouses' acts, errors or omissions in the conduct of the Named Insured's business.

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D. Fellow Employee First Aid Coverage

In the section entitled **Who Is An Insured**, paragraph **2.a.1.** is amended to add the following:

The limitations described in subparagraphs **2.a.1.(a)**, **(b)** and **(c)** do not apply to your "**employees**" for "**bodily injury**" that results from providing cardiopulmonary resuscitation or other first aid services to a co-"**employee**" or "**volunteer worker**" that becomes necessary while your "**employee**" is performing duties in the conduct of your business. Your "**employees**" are hereby insureds for such services. But the insured status conferred by this provision does not apply to "**employees**" whose duties in your business are to provide professional health care services or health examinations.

E. Legal Liability – Damage To Premises

1. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, Exclusion **k. Damage To Property**, is replaced by the following:

k. Damage To Property

"**Property damage**" to:

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

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

3. Property loaned to you;

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

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

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

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

Paragraphs **1**, **3**, and **4**, of this exclusion do not apply to "**property damage**" (other than damage by fire or explosion) to premises:

(1) rented to you:

(2) temporarily occupied by you with the permission of the owner, or

(3) to the contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to Damage To Premises Rented To You as described in Section D – Liability and Medical Expenses Limits of Insurance.

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

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

2. Under **B. Exclusions**, **1. Applicable to Business Liability Coverage**, the following paragraph is added, and replaces the similar paragraph, if any, beneath paragraph **(14)** of the exclusion entitled **Personal and Advertising Injury**:

Exclusions **c, d, e, f, g, h, i, k, l, m, n, and o,** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner or to the contents of premises rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to this coverage as described in **Section D. Liability And Medical Expenses Limits Of Insurance**.

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3. The first Paragraph under item **5. Damage To Premises Rented To You Limit** of the section entitled **Liability And Medical Expenses Limits Of Insurance** is replaced by the following:

The most we will pay under Business Liability for damages because of "**property damage**" to any one premises, while rented to you or temporarily occupied by you with the permission of the owner, including contents of such premises rented to you for a period of 7 or fewer consecutive days, is the Damage to Premises Rented to You Limit. The Damage to Premises Rented to You Limit is the greater of:

a. $1,000,000; or

b. The Damage to Premises Rented to You Limit shown in the Declarations.

F. Personal and Advertising Injury – Discrimination or Humiliation

1. Under **Liability and Medical Expenses Definitions**, the definition of "**personal and advertising injury**" is amended to add the following:

h. Discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is:

(1) Not done intentionally by or at the direction of:

(a) The insured; or

(b) Any "**executive officer**," director, stockholder, partner, member or manager (if you are a limited liability company) of the insured; and

(2) Not directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person or person by any insured.

2. Under **B. Exclusions, 1. Applicable to Business Liability Coverage**, the exclusion entitled **Personal and Advertising Injury** is amended to add the following additional exclusions:

(15) Discrimination Relating to Room, Dwelling or Premises

Caused by discrimination directly or indirectly related to the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any insured.

(16) Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any insured.

(17) Fines or Penalties

Fines or penalties levied or imposed by a governmental entity because of discrimination.

3. This provision **(Personal and Advertising Injury – Discrimination or Humiliation)** does not apply if **Personal and Advertising Injury** Liability is excluded either by the provisions of the Policy or by endorsement.

G. Personal and Advertising Injury - Broadened Eviction

Under **Liability and Medical Expenses Definitions**, the definition of "**Personal and advertising injury**" is amended to delete Paragraph c. and replace it with the following:

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room dwelling or premises that a person or organization occupies committed by or on behalf of its owner, landlord or lessor.

H. Waiver of Subrogation – Blanket

We waive any right of recovery we may have against:

a. Any person or organization with whom you have a written contract that requires such a waiver.

All other terms and conditions of the Policy remain unchanged.

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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 COMMON POLICY CONDITIONS

The following is added to Paragraph **H. Other Insurance** 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.

All other terms and conditions of the Policy remain unchanged.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART

Only that insurance provided below that broadens coverage under the Commercial Auto Coverage Part applies.

A. Fellow Employee Exclusion Exception

The following modification applies on an excess basis over any other insurance.

Exclusion **5.** (Fellow Employee) of SECTION **II** - LIABILITY COVERAGE is replaced by the following:

5. "Bodily injury" to any fellow employee of the "insured" arising out of and in the course of the fellow employee's employment.

But this exclusion does not apply to "bodily injury" to any fellow employee which results from the use of a covered "auto" you own or hire.

B. Increased Supplementary Payments

The amount we will pay for the cost of bail bonds and for reasonable expenses incurred by the "insured" under the Supplementary Payments Coverage Extension of SECTION **II** - LIABILITY COVERAGE is increased to $2,500 and $300 respectively.

C. Automatic Hired Auto Physical Damage Coverage

1. Subject to **2.** and **3.** below, the broadest of the Physical Damage Coverages provided under this Coverage Part for "autos" you own are also provided for hired "autos" which are covered for Liability Coverage under this Coverage Part.

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

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

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

c. $35,000.

3. As respects the Physical Damage Coverage provided for hired "autos" under this Coverage Extension, our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the largest deductible for such coverage applicable to any owned covered "auto." In the event of "loss" caused by fire or lightning, no deductible shall apply.

D. Leased Auto Additional Legal Obligation Coverage

The following coverage is added to SECTION **III** - PHYSICAL DAMAGE COVERAGE:

For any covered "auto" for which this Coverage Form includes a lessor as an additional "insured" under the Additional Insured - Lessor endorsement, we will pay your additional "legal obligation" to such lessor in the event of a total "loss."

As used in this coverage, "legal obligation" shall mean and be the difference between the amount owed on your lease and the actual cash value of the "auto." The amount owed on your lease shall not include any taxes; overdue payments or interest resulting from overdue payments; penalties; lease termination fees; and charges resulting from mileage, overdue payments or excess wear and tear. The actual cash value of the "auto" and the amount owed on your lease shall be based on the time of the "loss."

E. Theft Extension

The coverage provided under SECTION **III** - PHYSICAL DAMAGE COVERAGE for transportation expenses incurred by you because of a total theft of a covered "auto" of the private passenger type is increased to $50 per day and to a maximum of $1,000.

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F. Window Glass Breakage Deductible Waiver

For "loss" covered under SECTION **III** - PHYSICAL DAMAGE COVERAGE, the Deductible provision does not apply to window glass breakage if the damaged window glass is repaired instead of replaced.

G. Malfunction Extension for Airbags

The following provision is added to the Exclusion for wear and tear, freezing, mechanical or electrical breakdown under SECTION **III** - PHYSICAL DAMAGE COVERAGE:

But mechanical or electrical breakdown does not include accidental inflation of an airbag.

H. Multiple Deductibles

1. In the event of any occurrence which results in a loss or "loss" we cover under more than one Coverage, Coverage Form, or Coverage Part, the deductibles shall apply as described in **2., 3.** or **4.** below.

2. **a.** If all involved deductibles are equal in amount, that amount will apply only once for all loss or "loss" from each occurrence.

b. Loss or "loss" from each occurrence under all involved coverages will be accumulated to make up that deductible amount.

3. If involved deductibles for different coverages are of different amounts, we will use the method described in **a.** or **b.** of this item **3.** which results in the higher total payment to you.

a. We will apply each deductible to the loss or "loss" for the coverage to which it applies; or

b. We will add the amount of loss or "loss" from all involved coverages and subtract from the total the larger or largest applicable deductible.

4. This deductible provision does not apply to loss or "loss" caused by flood, windstorm or hail.

I. Bodily Injury Redefined

It is agreed and understood that the definition of "bodily injury" (SECTION **V**) includes mental anguish resulting from "bodily injury," sickness or disease to the person who sustained such "bodily injury," sickness or disease.

J. Unintentional Failure to Disclose Hazards

Failure of the insured to disclose all hazards existing as of the inception date of the Coverage Part shall not invalidate the insurance afforded by this Coverage Part if such failure or omission is not intentional.

K. Broadened Cancellation

It is agreed that we may cancel or nonrenew this Coverage Part by mailing or delivering to the first Named Insured written notice of cancellation or nonrenewal at least sixty (60) days before the effective date of cancellation.

This provision does not apply if the policy is cancelled for nonpayment of premium.

If these provisions conflict with any state law or regulation governing the cancellation/nonrenewal of this Coverage Part, then such law or regulation shall prevail and this Coverage Part is amended to conform with such law or regulation.

L. Broadened Named Insured

It is agreed that the Named Insured shown in the Declarations includes any subsidiary corporation, firm, or organization of a similar business nature which is newly acquired or formed, and over which you maintain ownership or majority interest, if there is no other similar insurance available to that organization. However, coverage does not apply to "bodily injury," "property damage" or "loss" that occurred before you acquired or formed the organization.

No person or organization is an "insured" with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

As used in this extension of coverage, the phrase, "similar business nature" means of a nature which an ordinary person would consider to be closely related to your business.

M. Notice of Accident, Claim, Suit or Loss

It is agreed that failure by any agent, servant, or employee (except an executive officer, or individual designated by an executive officer to give such notice) of the "insured" to notify us of any "accident," claim, "suit," or "loss" of which such person has knowledge shall not invalidate the insurance afforded by this Coverage Part as respects the Named Insured.

N. Hired Auto Changes

Coverage territory is amended to be anywhere in the world for a "suit":

1. Involving a covered "auto" that is leased, hired, rented or borrowed by the Named Insured; and

2. Brought against an "insured" for damages to which this insurance applies;

when such "suit" is brought in:

a. The United States of America;

b. The territories and possessions of the United States of America;

c. Puerto Rico; or

d. Canada.

O. Theft Expenses

Under the Loss Payment - Physical Damage Coverage Loss Condition (SECTION **IV**), regardless of the option we select, it is agreed and understood that in the event of a theft of a covered "auto," we will pay those expenses incurred for the return of the covered "auto" to the Named Insured.

P. Employees as Insureds

The following is added to the LIABILITY COVERAGE 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.

Q. Towing and Labor

Under SECTION **III** - PHYSICAL DAMAGE COVERAGE, Towing is replaced by the following:

Towing and Labor

We will pay up to the following limits for towing and labor costs incurred each time a covered "auto" is disabled:

a. $100 for a covered "auto" rated and classified as a private passenger vehicle.

b. $150 for a covered "auto" rated and classified as a light, medium, heavy or extra-heavy truck.

However, the labor must be performed at the place of disablement.

R. Personal Effects

The following is added to SECTION **III** - PHYSICAL DAMAGE COVERAGE:

Personal Effects

If you carry Comprehensive Coverage for the stolen covered "auto", we will pay up to $750 for personal effects stolen with the auto.

This insurance is excess over any other collectible insurance and no deductible applies.

S. Waiver of Subrogation

The Transfer of Rights of Recovery Against Others To Us Loss Condition is replaced by the following:

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

We waive any right of recovery we may have under such a transfer of rights against any person or organization holding a waiver under a written contract with the insured if such contract was executed prior to the loss which generated such right of recovery.

T. Additional Insured - By Contract, Agreement Or Permit

Under SECTION **II** - LIABILITY COVERAGE, the following is added to Who Is An Insured:

Any person or organization with whom you have entered into a written contract, agreement or permit requiring you to provide insurance such as is afforded by this Business Auto Coverage Form is an "insured" for Liability Coverage, but only to the extent that such person or organization qualifies as an "insured" under the Who Is An Insured Provision.

U. Rental Reimbursement

1. We will reimburse you for reasonable costs you incur for the rental of a substitute "auto" that temporarily replaces a covered "auto" described in the Declarations while such "auto" is being repaired due to a "loss" covered under Comprehensive Coverage, Specified Cause of Loss Coverage or Collision Coverage.

2. We will pay the lesser of:

a. The amount of actual and necessary rental costs that you incur; or

b. A maximum of $5,000 for each "loss."

3. The Deductible provision does not apply to this coverage.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

GARAGE COVERAGE FORM
BUSINESS AUTO COVERAGE FORM

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

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

Primary And Noncontributory Insurance

This Coverage Form's Liability Coverage 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 Coverage Form's Liability Coverage would be primary and would not seek contribution from any other insurance available to the additional insured.

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TexasMutual®

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Agent copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: ALL TEXAS OPERATIONS
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 1/2/26 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001262414 of Texas Mutual Insurance Company effective on 1/2/26

Issued to: MCCORD ENGINEERING INC

Jeanette Ward

This is not a bill

Authorized representative

NCCI Carrier Code: 29939

12/30/25

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/18/2026

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 The Risk Specialty Group, LLC 675 Bering Dr, Ste. #175 Houston TX 77057	**CONTACT NAME:** Deanna Dyer **PHONE (A/C, No, Ext):** 713-552-1900 **FAX (A/C, No):** 713-513-5411 **E-MAIL ADDRESS:** ddyer@riskspecialtygroup.com
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** RLI Insurance Company — 13056
INSURED MCCOENG-01 McCord Engineering, Inc. 916 Southwest Parkway East College Station TX 77840	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1138792906 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability "claims made"			RDP0062733	6/25/2026	6/25/2027	Per Claim Limit Aggregate Limit	$2,000,000 $4,000,000

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

Professional Liability Retroactive Date - 01/01/1985, Deductible $50,000

CERTIFICATE HOLDER

City of College Station
PO Box 9960
College Station TX 77842-7960

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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October 22, 2026
Item No. 7.9.
IT Software Consolidation

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract with Governmentjobs.com, Inc. doing business as NEOGOV for PowerDMS software subscriptions for $114,117.71.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval of the contract

Summary: The City currently uses NeoGov services for the following departments:

- The HR Department uses Onboard and Insight along with Single Sign-On (SSO) for both services
- The Public Works Department uses PowerPolicy for policy management along with Single Sign-On (SSO) for PowerPolicy
- The Parks and Recreation Department uses CAPRA accreditation service to help maintain and submit their accreditation.
- The Water and Wastewater Department uses PowerPolicy for policy management along with PowerTraining and Single Sign On (SSO) for PowerPolicy.
- The Fire Department uses PowerPolicy for policy management along with PowerReady and Legacy Training.
- The Police Department uses PowerPolicy for policy management along with PowerReady and Legacy Training and Single Sign-On (SSO) for PowerPolicy.

This contract consolidates all services into one contract and uses terms from the updated Technology
Services Contract.

Budget & Financial Summary: Funds for HR subscriptions will be paid from the IT software fund, and the remaining funds will come from each department's respective funds.

Attachments:
1. Contract

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 26300827 PROJECT #: N/A BID/RFP/RFQ#: N/A Buyer: Keandria

Project Name / Contract Description: NeoGov/PowerDMS Software Subscriptions

Name of Contractor: Govenmentjobs.com, Inc. dba NeoGov

CONTRACT TOTAL VALUE: $ 114,117.71 **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)

Multiple departmental funding accounts.

*(If required)**

CRC Approval Date*: 9.25.2026 **Council Approval Date*:** 10.22.2026 **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

Sam Rivera — 10/5/2026
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 10/6/2026
ASST CITY MGR – CFO — DATE

Aaron Longoria — 10/6/2026
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

_____ — _____
CITY MANAGER — DATE

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

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

Updated 09/21/2026

TECHNOLOGY SERVICES CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries, a California Corporation (the "Consultant"), whereby Consultant agrees to perform and the City agrees to pay for the work described herein.

ARTICLE I
SCOPE OF SERVICE

1.01 This Contract is for the City's and its departments' purchase and use of Consultant's proprietary software-as-a-service applications, related documentation, support, maintenance, and any mutually agreed professional services ("Project"). The specific Services to be provided, pricing, subscription term, ordering department, and any special conditions shall be set forth in one or more mutually executed Order Forms as set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference (the "Work"). Consultant agrees to perform or cause the performance of all the work described in **Exhibit "A."**

1.02 Consultant agrees to perform the work described and the City agrees to pay Consultant a fee based on the rates set forth in **Exhibit "A"** to this Contract for the Work to be performed by Consultant. The invoices shall be submitted to the City annually in advance as stated in the applicable Order Form. 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 all fees payable under this Contract or the applicable Order Form.

ARTICLE II
PAYMENT

2.01 The total amount payable by the City under this Contract shall not exceed the aggregate fees set forth in each applicable Order Form.

ARTICLE III
CHANGE ORDERS

3.01 The City and Consultant may from time to time agree in writing to changes to the Work, increase of subscription quantities, Professional Services, fees, or other terms applicable to a specific Order Form. For purposes of the thresholds set forth in subsections (a) and (b) below, the applicable contract amount shall be calculated on a per Order Form basis.

(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.

ARTICLE IV
TIME OF PERFORMANCE

4.01 This Contract begins on the effective date of this Contract and expires upon the earlier of (i) five (5) years from the effective date of this Contract, (ii) completion, expiration or termination of all the services in the applicable Order Form(s), or (iii) until this Contract is terminated in accordance with Article XI hereinbelow. Unless otherwise specified in an applicable Order Form, each SaaS subscription term shall commence on the effective date of the applicable Order Form and continue for twelve (12) consecutive months.

Thereafter, upon the mutual consent of both parties, including budget approval by the City, each Order Form may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

4.02 Time is of the essence of this Contract. The parties shall perform their respective obligations in a timely manner consistent with this Contract, the applicable Order Form, and the nature of the Work.

4.03 Consultant and the City shall cooperate in connection with implementation, configuration, support, and any Professional Services described in an Order Form. The City may designate a contract administrator or project manager for coordination purposes, but access to and use of the Work shall be governed by this Contract and the applicable Order Form.

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 means and methods used to provide the

Services. 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 may be interacting with City employees when providing 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. Notwithstanding the foregoing, this Section 5.02 shall not apply to any City employee who independently responds to a general, publicly available job posting or advertisement placed by or on behalf of Consultant, provided that such posting or advertisement is not specifically targeted at employees of the City. 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 may authorize Consultant to commence the Work on the Project by executing an Order Form.

6.02 Upon execution of an applicable Order Form for Work requiring onboarding, implementation, configuration, training, integration, or other Professional Services, the parties will meet to confirm the implementation assumptions, dependencies, responsibilities and target schedules for the Work ordered under the applicable Order Form.

6.03 Consultant shall provide the Services to the City and its authorized departments, and the City shall have a limited, non-exclusive, non-transferable, non-sublicensable right during the applicable Order Form term to access and use the SaaS applications and related documentation solely for the City's internal governmental purposes and in accordance with this Contract and the applicable Order Form. It is understood and agreed that 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 Consultant warrants that during the applicable term it will provide the Work in a professional and workmanlike manner consistent with generally accepted industry standards for

similar services. Consultant does not warrant that the Work will be uninterrupted or error-free, that all defects will be corrected, or that the Work will meet requirements not expressly set forth in this Contract or an applicable Order Form. EXCEPT AS EXPRESSLY PROVIDED IN THIS CONTRACT AND TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES, PROFESSIONAL SERVICES, SOFTWARE, DOCUMENTATION, AND ALL RELATED MATERIALS ARE PROVIDED "AS IS" AND CONSULTANT DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

7.02 Consultant shall use commercially reasonable efforts to keep the City informed regarding material implementation status and material service issues for any Professional Services or onboarding activities described in an applicable Order Form.

7.03 As the City's sole and exclusive remedy for a breach of the warranty in Paragraph 7.01, Consultant shall use commercially reasonable efforts to re-perform the nonconforming Professional Services or correct the nonconforming aspect of the Work, as applicable, if the City provides written notice describing the claimed nonconformity within fifteen (15) calendar days after the affected Work is performed or made available.

7.04 Consultant and its licensors retain all right, title, and interest in and to the Services, software, documentation, configurations, templates, methodologies, updates, upgrades, modifications, derivative works, anonymized Platform Data, and all related intellectual property rights. The City retains all right, title, and interest in and to Customer Data. Except for the limited rights expressly granted in this Contract and an applicable Order Form, no rights are transferred to the City by implication, estoppel, or otherwise. Upon expiration or termination, Consultant shall provide access to Customer Data as set forth in this Contract, but Consultant shall not be required to deliver source code or assign ownership of Consultant intellectual property.

ARTICLE VIII
INDEMNIFICATION AND RELEASE

8.01

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. 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) Workers' Compensation/Employer's Liability.

(c) Professional Liability.

(d) Cyber Liability.

9.03 Certificates of Insurance. The Commercial General Liability policy shall be endorsed to show the Consultant's insurance coverage as primary with respect to the City, its officials, and employees, , but only to the extent of liabilities falling within Consultant's indemnity obligations pursuant to the terms of this Agreement. 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 Commercial General Liability insurance and shall not contribute to it. No term or provision of the indemnification provided by the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, on industry standard forms.

9.04 Additional Insurance. The Consultant will request all subcontractors performing work in connection with this agreement to maintain insurance coverage and limits usual and customary for the product of service each subcontractor will provide. The Consultant's liability policies cover the Consultant's vicarious liability for the acts of subcontractors. Consultant shall be responsible and liable for the performance of its subcontractors.

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)

(c) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. The City of College Station shall be named as Additional Insureds on the Commercial General Liability Policy, but only to the extent of liabilities falling within Consutlant's indemnity obligations pursuant to this Contract.

(d) Consultant shall furnish the City with a certificate of insurance evidencing the coverage and limits required under this Article upon execution of this Contract.

(e) Consultant shall endeavor to provide the City with thirty (30) days' written notice of cancellation or non-renewal of the coverage required under this Article, and ten (10) days' written notice in the event of cancellation for non-payment of premium.

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

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

(b) Minimum limits of liability of $1,000,000 per occurrence with a $2,000,000 annual aggregate limit.

9.07 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.

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

(a) Coverage shall be written by a carrier rated "A-VII" 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.

(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 $3,000,000 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 hosted or cloud-based Services, the following shall apply:

(a) **Security Policies and Procedures.** Upon written request, Consultant shall make available its annual SOC 2 report to City through Consultant's Trust Center (https://trust.neogov.com/). Consultant's detailed internal information security policies and procedures are reviewed as part of Consultant's SOC 2 audits and are not separately provided, but the SOC 2 report addresses, among other things:

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 shall provide all services using the commercial security technology aligned with and certified under at least one recognized international or national security framework and generally accepted industry practices designed for hosted software services. Consultant security practices include:

i. Providing secure encrypted access to the Services over the internet using industry standard protocols, where applicable;

ii. Having controls designed with reference to generally accepted security standards and applicable law, which may include NIST-aligned or comparable industry security frameworks;

iii. Testing and applying patches and updates to its systems and software in a commercially reasonable manner 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 promptly notify the City but no later than seventy-two (72) hours of a confirmed data breach, unless notification is required earlier by law. 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 reasonable request to investigate and resolve the incident in a timely manner, to the extent reasonable and legally permissible and without breaching the confidentiality or security of other customers;
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 then, solely warranted by the facts of the particular incident, and subject to the limitation of liability set forth in this Contract Consultant shall:

1. Reimburse the City for reasonable costs associated with the investigation and resolution of the data breach;
2. To the extent required by applicable law, notify, or reimburse the City for notifying, individuals, regulators and others required by the Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information;
3. To the extent required by applicable law and warranted by the nature of the data involved, engage, or reimburse the City for engaging, a credit monitoring service or identity protection service;
4. To the extent required by applicable law, publish, or reimburse the City for publishing, a website or toll-free number and call center for affected individuals;
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.

iii. Applicable Law. Each party shall be responsible for its own obligations under applicable breach notification laws. If applicable law requires notice to affected individuals, regulators, or others, the City shall be responsible for notices relating to its relationship with such individuals unless otherwise required by law or finally determined to be the legal responsibility of Consultant.

(d) Support, Maintenance, and Updates. Consultant shall maintain the hosted services and may from time to time deploy maintenance releases, updates, patches, fixes, and upgrades as part of its standard service operations. Support shall be provided in accordance with Consultant's then-current support practices or as otherwise stated in an applicable Order Form.

(e) **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 summary results of such assessment to the City upon written request;

iv. Conduct its own third-party application and vulnerability security scans on Consultant's standard schedule, which scans shall satisfy the requirements of this subsection;

v. Remediate security/vulnerability assessment results according to severity, exploitability, and reachability in accordance with Consultant's standard vulnerability remediation practice;

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 reasonable 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 shall maintain commercially reasonable business continuity and disaster recovery measures appropriate to the Work.

(f) Closeout.

i. Agreement Expiration. City may export or delete Customer Data from the Services at any time during a Subscription Term or when the Agreement term expires or terminates using the existing features and functionality of the Services. If during a Subscription Term or when the Agreement term expires or terminates, City cannot export or delete Customer Data using such features and functionality, Consultant will, upon City's written request, make the Customer Data available for export or destroy it. If City requires export in a format other than that provided by Consultant, such services will be subject to a separate agreement on a time and materials basis.

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 may provide the City transition work after Agreement expiration or 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 shall delete or render inaccessible Customer Data remaining on Consultant's servers or production systems, as applicable, within a commercially reasonable time after the post-termination access period, except to the extent retention is required by applicable law, routine backup processes, or legal hold. Contractor must provide the City a written or signed statement confirming data has been deleted or rendered inaccessible.

10.03 Background Checks. The Consultant agrees to assume all responsibility for and to perform background checks on all its employees, agents and assigns performing the Work.

10.04 Change Management. Consultant may make changes, enhancements, updates, upgrades, and other modifications to the Services in the ordinary course of business upon notification to City where such modifications are reasonably expected to cause an outage.

10.05 Service Levels. Consultant shall provide the hosted Services in accordance with Service Level Agreement attached hereto as Exhibit D and incorporated herein by reference. The Service Level Agreement sets forth the availability commitments, support, and any service credits

applicable to the Services, and represents the City's sole and exclusive remedy for any failure to meet the service levels described therein.

ARTICLE XI
TERMINATION

11.01 Either party may terminate this Contract or an applicable Order Form for material breach by the other party if such breach is not cured within thirty (30) days after written notice specifying the breach. If the City does not appropriate or otherwise receive funds sufficient to purchase, lease, operate, or maintain the software or services set forth in this Contract, the City may unilaterally terminate this Contract upon thirty (30) days' written notice to Consultant. The City will not be entitled to a refund or offset of previously paid license and other fees.

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:

NEOGOV

Attn: Customer Support Management

2120 Park Place, Suite 100

El Segundo, CA 90245

cmanagement@neogov.net

With a copy to: renewals@neogov.net

12.03 Performance of Work.
Consultant may perform the Services through its employees, associates, affiliates, subcontractors, cloud providers, and other fulfillment partners. Consultant shall remain responsible for performance of the Services in accordance with this Contract. Consultant

agrees that personnel used to provide Professional Services shall be appropriately qualified to perform the applicable Services.

12.04 Compliance. The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws applicable to Consultant in providing the Work, 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. The City shall be responsible for its and its Authorized Users' compliance with laws applicable to the City's use of the Services and the legality, accuracy, content, collection, and use of Customer Data.

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; provided, however, that Consultant may assign this Contract without the City's consent to an affiliate or in connection with a merger, reorganization, corporate restructuring, change of control, or sale of substantially all of Consultant's assets, so long as the assignee assumes Consultant's obligations hereunder.

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 commercially reasonable 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 to this Contract or an Order Form or purchase order that conflict with such laws, or that conflict with the terms and conditions herein. In such event, applicable law shall prevail, and as between the contract documents, the following order of precedence shall apply unless an Order Form expressly states otherwise: (1) any negotiated Special Conditions or amendments approved by the parties, (2) the applicable Order Form, (3) this Contract, (4) the NEOGOV Services Agreement attached hereto as Exhibit B, and (5)incorporated exhibits and addenda. Purchase orders are for administrative convenience only and shall not modify this Contract.

12.09 Entire Agreement. This Contract, together with the NEOGOV Services Agreement, all executed Order Forms, Special Conditions, exhibits, and addenda incorporated herein, 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.** NEOGOV Services Agreement
- **C.** Certificates of Insurance

Governmentjobs.com, Inc. (D/B/A/ NEOGOV)

By: _____

Printed Name: Alex Chun

Title: CFO

Date: 10/5/2026

NEOGOV LEGAL

7:05 pm, Jul 23 2026

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

_____

City Attorney

Date: 10/6/2026

_____

Assistant City Manager/CFO

Date: 10/6/2026

Exhibit A
Scope of Work
Order Forms to be inserted

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-655591	**Order #:**	Q-455603
Customer:	College Station, City of (TX)	**Valid Until:**	12/2/2026
Effective Employee Count:	1,018		
Sales Rep:	Emily Willis		

Customer Contact			
Billing Contact:	College Station, City of (TX) IT Renewals - College Station	**Shipping Contact :**	College Station, City of (TX) Claire Olf
Billing Address:	Accounting Division P.O. Box 9973 College Station, TX 77842-9973	**Shipping Address:**	Accounting Division P.O. Box 9973 College Station, TX 77842
Billing Contact Email:	itrenewals@cstx.gov	**Shipping Contact Email:**	colf@cstx.gov
Billing Phone:		**Shipping Phone:**	9797643517

Payment Terms

Payment Term: Net 30 **Notes:**
PO Number:

Subscription Service

Item	Type	Start Date	End Date	License Type	Total (USD)
Single Sign On Subscription	Recurring	12/3/2026	12/2/2027	Employee Based	$2,641.00
Single Sign On Setup	Services			Employee Based	$3,308.00
				TOTAL:	$5,949.00

Total: | $5,949.00

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions:

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract between the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (d/b/a NEOGOV) and Customer, this Order Form and the services provided hereunder are subject to the terms and conditions located at https://www.neogov.com/service-specifications (the "NEOGOV Site"), together with all addenda, exhibits, policies, and supplemental terms posted on or referenced in the NEOGOV Site, including, as applicable, the product addenda corresponding to the products subscribed to under this Order Form; professional services addenda applicable to any purchased professional, implementation, onboarding, configuration, or setup services; data processing terms; service level terms; AI-related terms; and other service-specific terms and policies, all of which are incorporated herein by reference.

Find a copy of our W-9 here.

Special Condition:

If this Order Form is executed and/or returned to NEOGOV by the Customer after the Subscription Start Date stated in this Order Form, NEOGOV may adjust the Subscription Start Date and the corresponding Subscription End Date, without increasing the total fees, based on the date NEOGOV activates the subscription, provided the total length of the subscription term does not change. Following activation, any adjustments to such Subscription Start Date and Subscription End Date may be confirmed by reference to the invoice sent by NEOGOV.

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Contract Records		Order Details	
Account Number:	A-226583	**Order #:**	Q-511226
Customer:	College Station Department of Public Works (TX)	**Valid Until:**	4/5/2027
Effective Employee Count:	115		
Sales Rep:	Renewals Team		

Customer Contact			
Billing Contact:	College Station Department of Public Works (TX) College Station Public Works Dept - AP	**Shipping Contact :**	College Station Department of Public Works (TX) Bethany Balleno
Billing Address:	310 Krenek Tap Rd College Station, TX 77840	**Shipping Address:**	310 Krenek Tap Rd College Station, TX 77840
Billing Contact Email:	vendorinvoiceentry@cstx.gov	**Shipping Contact Email:**	bballeno@cstx.gov
Billing Phone:		**Shipping Phone:**	

Payment Terms

Payment Term: Net 60 **Notes:** Cotermed to city dates
PO Number:

Subscription Service

Co-termed

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	5/5/2027	12/2/2027	115	Employee Based	$6,684.36
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
PowerPolicy SSO	Recurring	5/5/2027	12/2/2027	115	Employee Based	$370.25
Single Sign On Service Subscription						
					Co-termed TOTAL:	$7,054.61

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions:

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

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configuration, or setup services; data processing terms; service level terms; AI-related terms; and other service-specific terms and policies, all of which are incorporated herein by reference.

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Contract Records		Order Details	
Account Number:	A-347998	**Order #:**	Q-511413
Customer:	City of College Station-Parks & Rec (TX)	**Valid Until:**	5/2/2027
Effective Employee Count:	68		
Sales Rep:	Renewals Team		

Customer Contact			
Billing Contact:	City of College Station-Parks & Rec (TX) Andrea Lauer	**Shipping Contact :**	City of College Station-Parks & Rec (TX) Andrea Lauer
Billing Address:	1000 Krenek Tap Rd College Station, TX 77840	**Shipping Address:**	1000 Krenek Tap Rd College Station, TX 77840
Billing Contact Email:	alauer@cstx.gov	**Shipping Contact Email:**	alauer@cstx.gov
Billing Phone:	9797643486	**Shipping Phone:**	9797643486

Payment Terms

Payment Term: Net 60
PO Number:

Notes: Coterm to city dates

Subscription Service

Co-termed

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
CAPRA National Accreditation Standards Manual	Recurring	6/1/2027	12/2/2027	1	Quantity Based	$0.00
View Standards manual electronically.						
PowerDMS Standards for CAPRA National Accreditation Standards	Recurring	6/1/2027	12/2/2027	1	Quantity Based	$581.30
Attach proofs to show compliance with (CAPRA National Accreditation) Standard, assign assessment tasks, and status-based grading.						
LITEACCRED	Recurring	6/1/2027	12/2/2027	5	Quantity Based	$0.00
PowerDMS Lite Licenses offered through Accreditation purchase (5)						
					Co-termed TOTAL:	$581.30

Total: | $581.30

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions:

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Contract Records		Order Details	
Account Number:	A-183316	**Order #:**	Q-511219
Customer:	College Station Water (TX)	**Valid Until:**	10/16/2026
Effective Employee Count:	100		
Sales Rep:	Renewals Team		

Customer Contact			
Billing Contact:	College Station Water (TX) Brittany A. Colquitt	**Shipping Contact :**	College Station Water (TX) Brittany A. Colquitt
Billing Address:	1101 Texas Ave. College Station, TX 77840	**Shipping Address:**	1101 Texas Ave. College Station, TX 77840
Billing Contact Email:	bcolquitt@cstx.gov	**Shipping Contact Email:**	bcolquitt@cstx.gov
Billing Phone:	979-764-3656	**Shipping Phone:**	979-764-3656

Payment Terms			
Payment Term:	Net 60	**Notes:**	Policy User Tier 100 - 124
PO Number:			

Subscription Service

Co-termed

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	11/15/2026	12/2/2026	124	User Count Based	$623.89
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
PowerTraining	Recurring	11/15/2026	12/2/2026	124	User Count Based	$74.44
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.						
PowerPolicy SSO	Recurring	11/15/2026	12/2/2026	124	User Count Based	$53.19
Single Sign on Service						
					Co-termed TOTAL:	$751.52

December 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	12/3/2026	12/2/2027	124	User Count Based	$12,651.21
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
PowerTraining	Recurring	12/3/2026	12/2/2027	124	User Count Based	$1,509.59
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control.						

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Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy SSO	Recurring	12/3/2026	12/2/2027	124	User Count Based	$1,078.73
Single Sign on Service						
					December 2026 TOTAL:	$15,239.53

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions:

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Order Form are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

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Contract Records		Order Details	
Account Number:	A-762	**Order #:**	Q-511221
Customer:	College Station Fire Department (TX)	**Valid Until:**	2/3/2026
Effective Employee Count:	175		
Sales Rep:	Renewals Team		

Customer Contact			
Billing Contact:	College Station Fire Department (TX) College Station Fire Department Invoices	**Shipping Contact :**	College Station Fire Department (TX) Stuart Marrs
Billing Address:	300 Krenek Tap Rd. College Station, TX 77840	**Shipping Address:**	300 Krenek Tap Rd. College Station, TX 77840
Billing Contact Email:	vendorinvoiceentry@cstx.gov	**Shipping Contact Email:**	smarrs@cstx.gov
Billing Phone:	979-764-3705	**Shipping Phone:**	979-764-3863

Payment Terms

Payment Term: Net 60 **Notes:** Co-termed with City subscriptions
PO Number:

Subscription Service

Co-termed

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerReady (formerly PowerFTO) Subscription	Recurring	3/5/2026	12/2/2026	175	Employee Based	$3,656.45
The PowerFTO Annual subscription provides an agency-wide license for unlimited number of programs and includes; Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.						
PowerPolicy Professional Subscription	Recurring	4/13/2026	12/2/2026	199	User Count Based	$4,534.80
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
Legacy Training Included	Recurring	4/13/2026	12/2/2026	199	User Count Based	$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.						
					Co-termed TOTAL:	$8,191.25

December 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerReady (formerly PowerFTO) Subscription	Recurring	12/3/2026	12/2/2027	175	Employee Based	$5,148.53
The PowerFTO Annual subscription provides an agency-wide license for unlimited number of programs and includes; Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.						

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Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	12/3/2026	12/2/2027	199	User Count Based	$7,436.95
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
Legacy Training Included	Recurring	12/3/2026	12/2/2027	199	User Count Based	$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.						
					December 2026 TOTAL:	$12,585.48

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions:

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

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Contract Records		Order Details	
Account Number:	A-3375	**Order #:**	Q-511217
Customer:	College Station Police Department (TX)	**Valid Until:**	3/14/2026
Effective Employee Count:	186		
Sales Rep:	Renewals Team		

Customer Contact			
Billing Contact:	College Station Police Department (TX) College Station Invoices	**Shipping Contact :**	College Station Police Department (TX) Billy Couch
Billing Address:	Accounts Payable PO Box 9973 College Station, TX 77842	**Shipping Address:**	800 Krenek Tap Rd College Station, TX 77840
Billing Contact Email:	vendorinvoiceentry@cstx.gov	**Shipping Contact Email:**	bcouch@cstx.gov
Billing Phone:	979-764-3608	**Shipping Phone:**	979-764-3600

Payment Terms

Payment Term: Net 60 **Notes:** Co-termed with City subscriptions
PO Number:

Subscription Service

Co-term

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy SSO	Recurring	4/13/2026	12/2/2026	274	User Count Based	$571.46
Single Sign on Service. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.						
PowerReady (formerly PowerFTO) Subscription	Recurring	8/1/2026	12/2/2026	186	Employee Based	$2,188.32
The PowerReady Annual subscription provides an agency-wide license for unlimited number of programs and includes; Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.						
PowerPolicy Professional Subscription	Recurring	8/29/2026	12/2/2026	274	User Count Based	$2,931.52
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
Legacy Training Included	Recurring	8/29/2026	12/2/2026	274	User Count Based	$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.						
					Co-term TOTAL:	$5,691.30

December 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy SSO	Recurring	12/3/2026	12/2/2027	274	User Count Based	$962.71

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Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Single Sign on Service. Quantity reflects number of authorized user licenses for the software-as-a-service subscription.						
PowerReady (formerly PowerFTO) Subscription	Recurring	12/3/2026	12/2/2027	186	Employee Based	$6,458.81
The PowerReady Annual subscription provides an agency-wide license for unlimited number of programs and includes; Mobile Accessibility, Email Notifications, Unlimited Late Form and Trainee Performance Alerts, Ongoing training resources, Ongoing software updates, Access to Industry Partnerships, Ongoing Support & Maintenance.						
PowerPolicy Professional Subscription	Recurring	12/3/2026	12/2/2027	274	User Count Based	$11,233.65
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
Legacy Training Included	Recurring	12/3/2026	12/2/2027	274	User Count Based	$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.						
					December 2026 TOTAL:	$18,655.17

Total: | $24,346.47

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions:

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Special Condition:

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Contract Records		Order Details	
Account Number:	A-655591	**Order #:**	Q-479205
Customer:	College Station, City of (TX)	**Valid Until:**	11/3/2026
Effective Employee Count:	1,018		
Sales Rep:	Renewals Team		

Customer Contact			
Billing Contact:	College Station, City of (TX) IT Renewals - College Station	**Shipping Contact :**	College Station, City of (TX) IT Renewals - College Station
Billing Address:	Accounting Division P.O. Box 9973 College Station, TX 77842-9973	**Shipping Address:**	Accounting Division P.O. Box 9973 College Station, TX 77842
Billing Contact Email:	itrenewals@cstx.gov	**Shipping Contact Email:**	itrenewals@cstx.gov
Billing Phone:		**Shipping Phone:**	

Payment Terms

Payment Term: Net 60
PO Number:

Notes:

Subscription Service

December 2026

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
Onboard Subscription	Recurring	12/3/2026	12/2/2027	1,018	Employee Based	$18,095.55
Insight Subscription	Recurring	12/3/2026	12/2/2027	1,018	Employee Based	$21,323.00
					December 2026 TOTAL:	$39,418.55

This price does NOT include any sales tax. Total in USD

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Exhibit B
NEOGOV Services Agreement

Exhibit B
SERVICES AGREEMENT

V011025

You agree that by placing an order through a NEOGOV standard ordering document such as an "Order Form", "Service Order," "Ordering Document," "SOW" or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an "Order Form" for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. "Governmentjobs.com", "NEOGOV", "we", and "our" means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV" and, where applicable, its other affiliates; "Customer", "you", "your" means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

"Services Agreement" or the "Agreement" shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). "Addendum" means each Addendum set forth either as an Exhibit hereto or otherwise made available at https://www.neogov.com/service-specifications (the "NEOGOV Site") and, as applicable, made a part of this Agreement. "Special Conditions" means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the "Services"). In addition, to the extent NEOGOV provides Customer with access to additional NEOGOV software in order to access Customer Data (as defined below) or otherwise enhance product implementation or functionality, Customer's use of such software will be deemed to be part of the Services and the terms and conditions of this Agreement shall apply. Customer hereby acknowledges and agrees that NEOGOV's provision and performance of, and Customer's access to, the Services is dependent and conditioned upon Customer's full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the "Effective Date"). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.

2. SaaS Subscription.

   a) Subscription Grant. "SaaS Applications" means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the "Service Specifications"). Subject to and conditioned on Customer's and its Authorized Users' compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer's internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the "SaaS Subscription"). "Authorized Users" means (1) Customer employees, agents, contractors, consultants ("Personnel") who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User's access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.

   b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, upon the mutual consent of both parties, including budget approval by the City, each Order Form may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total) (each a "Renewal Term" and together with the Initial Term, collectively, the "Term"). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.

3. Customer Responsibilities.
   a) Managing the Subscription. Customer may use the Service in a manner consistent with the terms of this Agreement. Customer will provide NEOGOV all information needed to process the Order Form to activate the subscription and provision the Service to the Customer.

   b) Managing Authorized Users. Customer is responsible for managing the Authorized Users on its account on the Service.

      i) Invitations and Permissions. Customer is responsible for determining which persons to invite to join the Customer's account on the Service and for all actions by Authorized Users on Customer's account on the Service. Customer is solely in control of the individual permissions on the Customer's account.

      ii) Customer Obligations. Customer must: (A) obtain any rights, permissions, or consents that are necessary for the Authorized User's lawful use of Customer Data and the operation of the Service; (B) ensure that the transfer and processing of Customer Data under the Agreement is lawful; and (C) respond to and resolve any dispute with an Authorized User relating to or based on Customer Data, the Service, or Customer's failure to fulfill its obligations under the Agreement or applicable law. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. "Professional Services" shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services include training, set-up, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW.

5. Payment Terms.

   a) Fees. Customer shall pay all Subscription, Onboarding and Set-Up fees ("Subscription Fees") and Professional Service fees ("Professional Service Fees", collectively the "Fees") as set forth in an Order Form within thirty (30) days of the date of NEOGOV's invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated "Bill To" party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized

Users access or use the Services after the expiration of the previous Term. Notwithstanding the foregoing, the parties are subject to the Texas Prompt Payment Act.

b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV's net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV's request therefor.

c) Purchase Orders. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer's convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV's failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.

6. Term and Termination.

a) Term. This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.

b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.

7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.

8. Maintenance; Modifications; Support Services.

a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard

features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.

c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.

d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.

e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property Rights.

a) NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the "NEOGOV Intellectual Property"). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.

b) Customer may, but is not obligated to, provide NEOGOV with suggestions, ideas, enhancement requests, or other feedback ("Feedback"). If Customer provides any such Feedback to NEOGOV, Customer hereby grants NEOGOV a nonexclusive, perpetual, irrevocable, royalty-free license to use all Feedback for any purpose. Feedback is provided to NEOGOV on an "as-is" basis without warranties of any kind.

10. Data Processing and Privacy.

a) Customer Data. "Customer Data" shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV's provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term "Customer Data". Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.

b) Platform Data. "Platform Data" shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any its users can be derived from such data.

c) Data Processing Agreement. The parties agree that the terms of the NEOGOV Data Processing Addendum ("DPA") made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement and governs NEOGOV's processing of Personal Data.

d) Data Responsibilities.

i) NEOGOV will maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV's cloud infrastructure providers.

ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.

11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.

12. Nondisclosure.

a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.

c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

d) Equitable Relief. The parties recognize and agree there may be no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach may irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

e) Notwithstanding the foregoing, the parties acknowledge and agree that Customer is subject to the Texas Public Information Act, Texas Government Code, Chapter 552, as hereafter amended, and the Texas Open Meetings Act, Texas Government Code, Chapter 551, as hereafter amended (collectively, the "Texas Open Records Laws"), and Customer shall comply with both Acts. A release of information that is required under the Texas Open Records Laws shall not constitute a breach of this Agreement, provided that Customer: (i) to the extent legally permitted, provides NEOGOV with prompt written notice of any request that may require disclosure of NEOGOV's Confidential Information so that NEOGOV may seek a protective order or other appropriate remedy; (ii) reasonably cooperates with NEOGOV, at NEOGOV's expense, in any effort by NEOGOV to assert an applicable exception to disclosure; and (iii) discloses only that portion of the information that Customer is legally required to disclose. Any documents or records requested by a third party and ordered to be released by the Texas Attorney General under applicable provisions of the Texas Public Information Act after submittal by the Customer to the Texas Attorney General for an opinion on disclosure will not be considered a breach of this Agreement by the Customer. This Section is not intended to be a waiver of any provision of the applicable Texas Open Records Laws.

13. Representations, Warranties, and Disclaimers.

a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

b) Additional Customer Representations and Warranties. Customer hereby represents and warrants to NEOGOV that: (1) Customer and Authorized Users have all necessary rights and authority to upload Customer Data to the Service without violating any third party's proprietary or privacy rights, including intellectual property rights; (2) Customer Data does not contain any viruses, worms, Trojan horses, or other harmful or destructive code or content; and (3) Customer will use the Service in compliance with all laws, rules, regulations, and this Agreement.

c) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.

d) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES AND ANY OTHER INFORMATION ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

e) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.

f) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

a) Intentionally omitted.

b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.

i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.

ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV; provided, however, that the foregoing exclusions in this Section shall apply

only to the extent the infringement claim is directly caused by such alteration, out-of-scope use, superseded version, or combination, and the Services as delivered by NEOGOV and used in accordance with this Agreement would not otherwise infringe any third-party intellectual property rights. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

c) Indemnification Procedures. In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. Limitations of Liability.

a) EXCLUSION OF DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) COST OF REPLACEMENT GOODS OR SERVICES; (d) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (e) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) CAP ON MONETARY LIABILITY. EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, CLAIMS WHICH ARISE DUE TO NEOGOV'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED (I) FOR NEOGOV'S BREACH OF ITS DATA SECURITY AND PRIVACY OBLIGATIONS UNDER SECTION 10 TWO TIMES (2X) THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY; AND (II) FOR ALL OTHER CLAIMS, THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE FIRST EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Intentionally Deleted.

17. EOL Products. NEOGOV may, in its discretion, at certain times elect to discontinue development, distribution and/or support of any Service or any elements or versions of any Service, and thereby designate such Service or elements or versions as end of life ("EOL"). In the event that NEOGOV elects to announce EOL for any Service, NEOGOV will provide six (6) months prior notice. Customer will have a period of six (6) months after receipt of such notice to upgrade to the last commercially available (non-EOL) version of the Service, if applicable, or otherwise following the expiration of such six (6) month period, the Service shall be deemed terminated without penalty and a pro rata refund shall be provided to Customer for the remaining term of the Service. During the 6-month notice period, Customer may continue exercising all of the rights set forth in this Agreement with respect to such EOL Service.

18. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (a) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (b) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (c) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.

19. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.

20. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.

21. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

22. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS, Vetted, or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site. In addition, certain Services may disclose the use of artificial intelligence, in which case, Customer hereby agrees to the terms of the AI Addendum set forth on the NEOGOV Site.

23. General.

    a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Brazos County, Texas.

    b) Severability. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.

c) Notices. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.

d) Waiver. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument.

e) Electronic Delivery. Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.

f) Assignment. Customer may not assign this Agreement without the express written approval of NEOGOV Any attempt at assignment in violation of this Section shall be null and void.

g) Construction. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

h) Subcontractors. For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term "subcontractors" shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

NEOGOV LEGAL

8:06 pm, Sep 11 2026

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum ("Government Addendum") forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a "Government Customer" means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability**. The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.

2. **Termination for Non-Appropriation of Funds on Multi-Year Deals**. Customer represents that it has received sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body) ("Governmental Appropriation") for the first year of the term of any Order Form executed by Customer (the "First Year" and all such years following the First Year which are included in the term of an Order Form, the "Future Years"). If Customer is subject to federal, state or local law which makes Customer's financial obligations under this Services Agreement contingent upon Governmental Appropriation, and if such funds are not forthcoming or are insufficient due to failure of such Governmental Appropriation, then Customer will have the right to terminate the then remaining portion of any Future Years under the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.

3. **Indemnification**. If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 18 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.

4. **Open Records**. If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws ("Open Records Laws") the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.

5. **Cooperative Purchasing**. As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the "New Entity") may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that is has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.

Exhibit B
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems ("Integration Services"). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the "Integration Terms Addendum") shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at https://api.neogov.com/connect/marketplace.html ("Affiliated API") or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service ("Customer Application") integrated using NEOGOV's open API ("Open API"). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. Provision of Integrations. Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer's human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the "API" or "Integration"). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.

2. Integration Intellectual Property. All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, includingall intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.

3. Integration Terms of Use. Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rightor other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.

4. Customer Integration Responsibilities. Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the "Customer Applications"), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on https://api.neogov.com/connect/index.html from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware,or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email ("spam"),multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.

5. Cooperation. If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in wholeor in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.

6. Provision of Open API. In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth

in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein. Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agreesto monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.

8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections,or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.

9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOVBE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICTLIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.

Exhibit C
Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/02/2026

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: Certificate Department
Newfront Insurance Services, LLC 777 Mariners Island Blvd Suite 250 San Mateo CA 94404	PHONE (A/C, No, Ext): (415) 754-3635 FAX (A/C, No): E-MAIL ADDRESS: certs@newfront.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : American Zurich Insurance Company	40142
INSURER B : Steadfast Insurance Company	26387
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Newt Holdings, LP; Governmentjobs.com
Neogov
2120 Park Pl, Suite 100
El Segundo CA 90245

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	X		CPO 3261054 - 00	09/25/2026	09/25/2027	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 $ 1,000,000 $ 15,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY ☐						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ $ $ $ $
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE 	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC 3261058 - 00	09/25/2026	09/25/2027	☒ 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
B	Tech-E&O including Cyber Liability (Claims-Made)Retroactive date: 01/25/2000.			EOC 6219893 - 07	09/25/2026	09/25/2027	Each Claim Aggregate	$3,000,000 $3,000,000

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

The City of College Station is included as additional insured as respects to General Liability, but only to the extent required by written contract or agreement. 30 days' notice of cancellation applies per policy provisions.

CERTIFICATE HOLDER

City of College Station
ATTN: Risk Manager
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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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

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

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

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** –Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

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

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

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

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

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

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2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

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

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

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

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph **(1), (2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

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

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

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

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

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f. Pollution

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

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

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible; or

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any

insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

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

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

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 26 feet long; and

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

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

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

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

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

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

h. Mobile Equipment

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

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

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

i. War

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

(1) War, including undeclared or civil war;

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

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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j. Damage To Property

"Property damage" to:

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

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

(3) Property loaned to you;

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

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

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

Paragraphs **(1), (3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **III** – Limits Of Insurance.

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

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

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

k. Damage To Your Product

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

l. Damage To Your Work

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

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

m. Damage To Impaired Property Or Property Not Physically Injured

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

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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

n. Recall Of Products, Work Or Impaired Property

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

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

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

o. Personal And Advertising Injury

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

p. Electronic Data

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

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software,

including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

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

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

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

(1) The amount we will pay for damages is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B** or medical expenses under Coverage **C.**

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B.**

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

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

b. Material Published With Knowledge Of Falsity

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

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

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

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

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

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g. Quality Or Performance Of Goods – Failure To Conform To Statements

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

h. Wrong Description Of Prices

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

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

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

j. Insureds In Media And Internet Type Businesses

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

(1) Advertising, broadcasting, publishing or telecasting;

(2) Designing or determining content of web sites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a., b.** and **c.** of "personal and advertising injury" under the Definitions section.

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

k. Electronic Chatrooms Or Bulletin Boards

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

l. Unauthorized Use Of Another's Name Or Product

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

m. Pollution

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

n. Pollution-related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

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

(1) War, including undeclared or civil war;

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

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

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

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

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

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(a) The accident takes place in the "coverage territory" and during the policy period;

(b) The expenses are incurred and reported to us within one year of the date of the accident; and

(c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

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

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

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

c. Injury On Normally Occupied Premises

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

d. Workers' Compensation And Similar Laws

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

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage **A.**

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

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

a. All expenses we incur.

b. Up to $250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

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

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f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

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

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

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

2. Each of the following is also an insured:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

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

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

(2) "Property damage" to property:

(a) Owned, occupied or used by;

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

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

b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Any person or organization having proper temporary custody of your property if you die, but only:

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

(2) Until your legal representative has been appointed.

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

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

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

a. Insureds;

b. Claims made or "suits" brought; or

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

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

a. Medical expenses under Coverage **C;**

b. Damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

c. Damages under Coverage **B.**

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

4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

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

a. Damages under Coverage **A;** and

b. Medical expenses under Coverage **C**

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

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

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

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

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

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

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

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

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

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

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

3. Legal Action Against Us

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

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

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

a. Primary Insurance

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

b. Excess Insurance

(1) This insurance is excess over:

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

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

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

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

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6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Auto" means:

a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or

b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

4. "Coverage territory" means:

a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

c. All other parts of the world if the injury or damage arises out of:

(1) Goods or products made or sold by you in the territory described in Paragraph **a.** above;

(2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business; or

(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.

8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:

a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or

b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";

b. A sidetrack agreement;

c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;

d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;

e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

(1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;

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

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

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

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

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

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

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

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

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

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

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

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

e. Vehicles not described in Paragraph **a., b., c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding,

building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a., b., c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

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

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

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

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

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

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

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;

(2) The existence of tools, uninstalled equipment or abandoned or unused materials; or

(3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

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

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

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

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

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

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

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

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

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

22. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
CPO 3261054 - 00	09/25/2026	09/25/2027	09/25/2026	54577000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Governmentjobs.com
Neogov

Address (including ZIP Code): 2120 Park Place Suite 100
El Segundo, CA 90245-4741

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement**.** 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 or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

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 written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or 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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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

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

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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Exhibit D

NEOGOV Service Level Agreement

This Service Level Agreement ("SLA") applies to GovernmentJobs.com, Inc. (D/B/A NEOGOV), in connection with the Hosted Services provided to Customer pursuant to the Software as a Service ("SaaS") Agreement (the "Agreement") between NEOGOV and Customer. For purposes of this SLA, "Hosted Services" means the cloud-hosted, software-as-a-service components of the Services, as that term is defined in the Agreement, and expressly excludes Professional Services, implementation services, training, and any other non-hosted deliverables or engagements provided by NEOGOV. The uptime commitments, service credits, incident response obligations, and termination rights set forth in this SLA apply solely to the Hosted Services and not to any other component of the Services. Security incident notification and subprocessor change obligations are governed by the Data Processing Agreement between the parties.

All capitalized terms not defined herein shall have the meaning set forth in the Agreement. Except where expressly stated to the contrary in this SLA, the terms and provisions of the Agreement shall govern and are incorporated herein by reference.

Scheduled Uptime: Hosted Services shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year, with the exception of Scheduled Downtime. NEOGOV commits to a minimum Hosted Services Availability of 99.5% per calendar month (the "Uptime Commitment").

Scheduled Downtime: NEOGOV has designated every Sunday from 10:00 PM to Monday 4:00 AM Eastern Time as its routine maintenance window ("Maintenance Window"). NEOGOV shall use commercially reasonable efforts to ensure that actual downtime within the Maintenance Window does not exceed four (4) cumulative hours in any calendar month. If downtime is necessary outside of the Maintenance Window, NEOGOV shall provide Customer with advance written notice at least seventy-two (72) hours prior to commencement. "Scheduled Downtime" means downtime that meets the criteria in this provision, is otherwise agreed to in writing by the parties prior to commencement, or is required by NEOGOV to maintain the integrity of its systems for Customer and other users of the Services.

Unscheduled Downtime: Any unavailability of Hosted Services that does not meet the criteria of Scheduled Downtime is "Unscheduled Downtime." Unscheduled Downtime includes Hosted Services that are significantly degraded or rendered unusable by Customer, or only partially available. Unscheduled Downtime does not include unavailability resulting from any of the following:

- Emergency maintenance initiated by NEOGOV to preserve the integrity of its Services, provided that NEOGOV shall provide at least two (2) hours' advance notice via the Status Page or e-mail prior to commencement, to the extent reasonably practicable.
- Extremely minor disruptions, such as a missing individual graphic element, that do not impact the primary functionality of the Hosted Services.
- Outages, delays, or latency on the Internet that hinder access, where such problems are outside the control of NEOGOV or its subcontractors or service providers.
- Scheduled maintenance during the Maintenance Window, to the extent provided herein.
- Domain Name Server (DNS) issues outside the control of NEOGOV or its subcontractors or service providers.
- Monitoring system anomalies that result in no actual disruption to any Hosted Services provided under the Agreement.

- Customer's acts or omissions, including custom scripting or coding, gross negligence, or willful misconduct.
- Browser or DNS caching that makes Hosted Services appear inaccessible when they are in fact fully operational.
- Unauthorized actions or inaction by Customer, its employees, agents, or contractors, or by anyone gaining access to NEOGOV's network using Customer's passwords or equipment.
- Customer's failure to adhere to required configurations, use supported platforms, or comply with NEOGOV's acceptable use policies.
- A Force Majeure event, provided that NEOGOV declares the Force Majeure event in writing within forty-eight (48) hours of its onset.
- Customer's failure to pay any fees when due under the Agreement.

Actual Uptime: The time during which the Hosted Services are fully functional and available, calculated as: (Total Minutes in Calendar Month − Unscheduled Downtime Minutes) ÷ Total Minutes in Calendar Month × 100. Scheduled Downtime is excluded from Unscheduled Downtime by definition and does not affect this calculation.

Outage Notification and Communications: Prior to any scheduled maintenance outside the Maintenance Window, NEOGOV shall notify Customer as required under the Scheduled Downtime section above. NEOGOV shall notify Customer of any Unscheduled Downtime promptly after becoming aware of it, and shall provide periodic status updates via the Status Page (as defined below) and, where feasible, by e-mail until the issue is resolved. NEOGOV will test basic functionality following any maintenance or system change to confirm normal operation. Notices and alerts communicated via e-mail will follow a consistent format and originate from a consistent e-mail address. Customer should promptly notify NEOGOV of any outage it becomes aware of that NEOGOV has not already communicated.

Hosted Service Status Reporting: NEOGOV maintains a publicly accessible Hosted Service Availability Status Page at https://www.neogov.com/trust. The Status Page is designed to remain accessible even when the Hosted Services are unavailable and reflects both scheduled and unscheduled downtime.

Hosted Service Monitoring: NEOGOV utilizes an automated alerting system that performs periodic verification checks to confirm that the Hosted Services are operating and available. NEOGOV's monitoring systems and ticketing platform serve as the authoritative source for measuring incident start times and availability metrics under this SLA.

Measurement Disputes: If Customer believes NEOGOV's availability measurement for a given calendar month is inaccurate, Customer may submit a written dispute to NEOGOV within thirty (30) days of the end of that month. NEOGOV shall review the dispute and provide a written response within fifteen (15) business days, making reasonable supporting data available upon request. If the parties cannot resolve the dispute within thirty (30) days of NEOGOV's response, the matter may be escalated pursuant to the dispute resolution procedures in the Agreement.

Incident Response and Support SLAs: NEOGOV's Service Desk provides live support Monday through Friday, 8:00 AM to 6:00 PM Eastern Time, excluding NEOGOV's observed holidays ("Service Desk Hours"). For Priority 1 incidents outside Service Desk Hours, NEOGOV maintains an after-hours paging system available Monday through Friday from 6:01 PM to 7:59 AM Eastern Time and twenty-four (24) hours a day on weekends and NEOGOV-observed holidays. All other priority levels outside Service Desk Hours will be addressed by NEOGOV support personnel with response time SLAs measured from the start of the next business day. NEOGOV makes the initial priority classification in its reasonable judgment. Response time means the period between ticket creation and first substantive contact by NEOGOV support personnel. For Priority 1 and Priority 2 incidents, NEOGOV recommends reporting by phone. Requests

submitted only by e-mail will be treated as Priority 3 by default; however, NEOGOV will reclassify upon review if the content clearly indicates a higher-priority condition.

- **Priority 1 – Critical:** Issue affects the Hosted Services as a whole and the majority of users are unable to use the application. Response: one (1) business hour during Service Desk Hours; after-hours paging system available outside Service Desk Hours. Status updates every two (2) hours until resolved. Target resolution: eight (8) business hours. Voicemail is not an acceptable form of initial contact for Priority 1. For each confirmed Priority 1 incident, NEOGOV shall provide a written root cause analysis and corrective action summary within five (5) business days of resolution.
- **Priority 2 – High:** Issue significantly affects workflow for a critical user or function, with no available workaround as determined by NEOGOV in its reasonable judgment. Response: two (2) business hours during Service Desk Hours. Status updates every four (4) hours until resolved. Target resolution: two (2) business days.
- **Priority 3 – Medium:** Issue affects a limited number of users; the application as a whole is functioning. Includes issues for which a workaround is available. Response: four (4) business hours. Target resolution: five (5) business days.
- **Priority 4 – Low:** Routine service requests, general questions, and administrative tasks. The application as a whole is functioning. Response: eight (8) business hours. Target resolution: as agreed with Customer.
- **Priority 5 – Planning:** Projects, planned implementations, or tickets requiring coordinated scheduling. Response time and resolution: to be determined and mutually agreed by the parties.

Customer shall designate a primary and secondary point of contact and provide NEOGOV with a list of all authorized contacts (including name, title, phone number, and e-mail) prior to going live, updated as changes occur. Response time SLAs apply only to tickets submitted by authorized contacts through NEOGOV's designated Service Desk portal or by phone.

Business Continuity and Disaster Recovery: NEOGOV maintains a written disaster recovery plan and tests it at least annually. NEOGOV performs daily backups of Customer data hosted within the Hosted Services. In the event of a data center failure or comparable disaster requiring activation of the disaster recovery plan, NEOGOV commits to a Recovery Point Objective ("RPO") of twenty-four (24) hours and a Recovery Time Objective ("RTO") of twenty-four (24) hours. RPO represents the maximum duration between the most recent recoverable backup of Customer's hosted data and a data center failure. RTO represents the maximum duration following a disaster declaration within which access to the Hosted Services must be restored. NEOGOV shall notify Customer promptly upon activating its disaster recovery plan and will provide status updates until services are restored. This RPO/RTO commitment applies to declared disaster events and does not limit NEOGOV's obligation to restore services as promptly as reasonably possible following any other type of unscheduled downtime.

Security and Compliance: NEOGOV maintains a SOC 2 Type II audit for the Hosted Services and will provide Customer with a summary of its then-current compliance report within thirty (30) days of a written request, subject to execution of a mutually agreeable non-disclosure provisions. NEOGOV conducts annual penetration testing of its production environment and maintains industry-standard intrusion detection and prevention systems. NEOGOV will use commercially reasonable efforts to maintain SOC 2 Type II certification throughout the term of the Agreement.

SLA Updates: NEOGOV reserves the right to update or modify this SLA upon thirty (30) days' prior written notice to Customer. No update during an active Agreement term shall (i) reduce the Uptime Commitment below 99.5%, (ii) reduce the credit percentages in the table below, or (iii) eliminate or narrow Customer's termination right, without Customer's prior written consent. Updates take effect at the start of the calendar month following the close of the notice period.

Hosted Services Availability and Schedule of Credits and Remedies: Hosted Services Availability is calculated as set forth in the Actual Uptime section above. If Hosted Services Availability in any calendar month falls below the thresholds set forth in the table below, Customer may request a credit from NEOGOV according to the following schedule:

Monthly Availability	Credit
< 99.5% – ≥ 99.0%	2%
< 99.0% – ≥ 98.5%	5%
< 98.5% – ≥ 97.5%	10%
< 97.5%	20% (maximum)

1. If Hosted Services Availability falls below the applicable threshold in any calendar month, Customer may request a credit equal to the corresponding Credit percentage of the pro rata fees paid by Customer for the Hosted Services in that month. Credits are cumulative within a month but shall not exceed twenty percent (20%) of the pro rata monthly fees paid for that month under any circumstances.
2. If Hosted Services Availability falls below the Uptime Commitment for three (3) or more consecutive calendar months, excluding downtime caused by factors outside NEOGOV's control as set forth in the Unscheduled Downtime section, Customer may treat such failure as a material breach and terminate the Agreement upon thirty (30) days' written notice to NEOGOV. "Cure" for purposes of this provision means NEOGOV demonstrating Hosted Services Availability at or above the Uptime Commitment for the full calendar month immediately following Customer's notice. If NEOGOV cures within the thirty (30)-day notice period, Customer's termination right for that breach is extinguished.
3. Credits will be applied to the billing cycle immediately following the period in which Customer requests the credit. If a credit is requested in the final month Hosted Services are provided, the credit will be applied against any renewal fees. Under no circumstances shall credits be issued as cash. NEOGOV is responsible for the timely application of credits to Customer invoices. Customer's account must be current with no past-due balance to receive a service credit.
4. To receive a service credit, Customer must submit a written request to NEOGOV within thirty (30) days of the end of the month in which the Unscheduled Downtime occurred.
5. Except for the termination right expressly set forth above, the service credits described in this SLA constitute Customer's sole and exclusive remedy, and NEOGOV's sole and exclusive liability, for any failure by NEOGOV to meet the Uptime Commitment or any other performance standard set forth in this SLA. Nothing in this SLA shall expand NEOGOV's liability beyond the limitation of liability set forth in the Agreement.

October 22, 2026
Item No. 7.10.
Okta Identity Access Management Subscription

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract under the Master Purchase Agreement with Kudelski Security, Inc. for Okta Identity and Access Management subscriptions for $206,540.12.

Relationship to Strategic Goals:
Core Services and Infrastructure

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

Summary: Okta is the system the City uses to manage who can sign in to our applications. It helps ensure employees and approved vendors can securely access the tools they need by providing one place to log in, adding security checks when needed, and automating account setup and removal.

This request renews our existing Okta services and adds the Okta Professional Suite. The Professional Suite includes everything we currently use plus new features that help us review access, protect sensitive accounts, detect suspicious activity, and strengthen our overall security. This upgrade was already approved in the FY27 budget (page 145 of the proposed FY27 budget).

By moving to the Professional Suite, the City can also replace several separate security tools from different vendors with one unified system. This simplifies management and improves the City's cybersecurity protections.

Budget & Financial Summary: This software is included in the IT department in the General Fund.

Attachments:
1. Contract Order

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 27300053 PROJECT #: N/A BID/RFP/RFQ#: N/A Buyer: Keandria

Project Name / Contract Description: Okta Identity Access Management Subscription

Name of Contractor: Kudelski Security, Inc.

CONTRACT TOTAL VALUE: $ 206,540.12 **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: 10011210-5201

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 10.22.2026 **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

Sam Rivera
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — 10/14/2026 DATE

ASST CITY MGR – CFO — 10/14/2026 DATE

LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

Updated 09/21/2026

Quote

Date 9/25/2026
Quote # QUO-08948-Q8P3K1 Rev. 1

Kudelski Security, Inc.
5090 North 40th St Suite 450 Phoenix AZ 85018

Quoted To
City of College Station
Tim VanAken
tvanaken@cstx.gov
(979) 764-3406

Expires 10/25/2026
Terms 30 Days
Contract # DIR-CPO-5687

Sales Rep Sonja Young
Phone # +1 512 266 7013
Email sonja.young@kudelskisecurity.com

Item	Qty	Description	Asset Name	Serial Number	Start	End	MSRP	Discount	Unit Price	Ext. Price
G1154	1,300.00	IT Products - Professional Suite. Incl: UD, SSO, aMFA, OIG (Access Governance, LCM, and Unltd Workforce Identity Workflows (Unltd flows)), OPA (0.5 Resource Units/User), Device Access, ITP, ISPM (2 integration limit), and Preview Sandbox, Annual			11/3/2026	11/2/2027	$432.0000	68.00	138.24	$179,712.00
G1048	1.00	Okta - Premier Success Plan - Silver. 15% of total annual license cost.			11/3/2026	11/2/2027	$121,946.0000	78.00	26,828.12	$26,828.12
									Total	**$206,540.12**

The purchase is governed by the Agreed Upon Master Purchase Agreement Executed on May 7, 2026

KUDELSKI SECURITY

By: David Chetrit
Printed Name: David Chetrit
Title: CEO
Date: 10/14/2026

CITY OF COLLEGE STATION

By: _____
City Manager

Date: _____

APPROVED:

_____
City Attorney

Date: _____

_____
Assistant City Manager/CFO

Date: 10/14/2026

KUDELSKI SECURITY

Master Purchase Agreement for Products and Services

Kudelski Security	Client
Kudelski Security, Inc.	City of College Station
Address: 5090 N. 40th Street, Suite 450 Phoenix, AZ 85018 Attn: Legal Department	Address: PO BOX 9960 1101 Texas Ave. College Station, TX 77842 Attn: Sam Rivera
With copy to: 5090 N. 40th Street, Suite 450 Phoenix, AZ 85018 Attn: Legal Department	With copy to: PO BOX 9960 1101 Texas Ave. College Station, TX 77842 Attn: City Attorney's Office – Adam Falco

This Master Purchase Agreement for Products and Services (the "Agreement") is between Kudelski Security, Inc. ("Kudelski Security") a Minnesota corporation, and Client, a(n) Texas-Home-Rule Municipal corporation. Each is a "Party" and collectively the "Parties". This Agreement becomes effective on the date last signed below ("Effective Date").

AGREED:

Kudelski Security, Inc.

David Chetrit

By:

Printed Name: David Chetrit

Title: CEO, Kudelski Security

06-May-2026

Date

City of College Station

Bryan C. Woods

By: City Manager

5/7/2026

Date

APPROVED:

Aaron Longoria

City Attorney

Date: 5/7/2026

Assistant City Manager/CFO

Date: 5/7/2026

KUDELSKI SECURITY

Master Purchase Agreement for Products and Services

1. Purpose. Kudelski Security agrees to provide and Client agrees to purchase the advisory, professional or managed services ("Services") and equipment, associated third party hardware, and software ("Product(s)") listed in a quote or statement of work ("SOW") or purchase order or other ordering document ("Order") executed by the Parties and incorporating this Agreement by reference. This Agreement applies whether an Order or SOW references this Agreement or not. All SOWs and any related addenda or exhibits are incorporated into this Agreement and are subject to this Agreement, unless expressly stated otherwise.

2. Orders. The purchase of Product(s) is subject to an Order. Unless expressly stated on the quote, Kudelski Security quotes are subject to change at any time without notice. Client's Order is subject to acceptance by Kudelski Security. Any Client changes to Orders, including cancellations, depend on each Product manufacturer's respective policies. Client may only change, cancel or reschedule Orders for Products at no charge up to five (5) business days before scheduled shipment and upon written notice to Kudelski Security, unless the Product has been modified or otherwise reconfigured in accordance with Client's specifications. Cancellation will not relieve Client's duty to pay for Products shipped before the notice. If an Order is properly cancelled, Client's sole remedy and Kudelski Security's sole obligation will be a full refund of the purchase price paid for the Product. Cancellation of Orders following shipment must be made in accordance with the return policies of the manufacturer of the Product. Kudelski Security may correct, without liability, any typographical, clerical or other error or omission in any SOW, Order, price list, Order acknowledgement, invoice, correspondence, or other document. Terms and conditions contained in any purchase order or similar document provided by Client, including but not limited to pre-printed terms and terms that are inconsistent, add to or conflict with this Agreement or a SOW shall be null and void and of no legal force or effect.

3. Fees, Taxes and Expenses. Fees are in US dollars and subject to change without notice at any time before the SOW is executed or the Order is accepted by Client, as applicable. Fees are net of taxes including sales, use, excise, VAT, environmental, disposal, duties, or other taxes or fees. Client will pay the total purchase price for the Product plus shipping (to the extent shipping is not prepaid by Client), including shipping charges that are invoiced to Kudelski Security because of using Client's carrier account number. If applicable, Client is responsible for providing Kudelski Security with a tax exemption certificate acceptable to the taxing authorities or evidence of a valid direct pay permit. In the event an audit by a taxing authority reveals that Client was not entitled to a tax exemption, Kudelski Security will invoice Client for the assessed taxes, penalties, and interest, including court costs, filing fees and attorneys' fees. For any Services being performed pursuant to a SOW, Client will pay for the Services in the amounts and under the payment schedule listed in the applicable SOW. Except as otherwise specified in a SOW, Client will reimburse Kudelski Security for all reasonable out-of-pocket expenses incurred by Kudelski Security in connection with the performance of the Services so long as Client provided prior written approval for such expenses in an Order executed by Client. Expenses may include travel, lodging, and meals and are reimbursed based on supporting, itemized receipts or invoices. Kudelski Security will use commercially reasonable efforts to travel as efficiently and cost effectively as possible given timing and travel requirements.

4. Payment of Invoices and Default.

4.1 Invoices. Unless expressly listed in the applicable SOW or Order, Client will pay undisputed invoices within thirty (30) days from the date when Kudelski Security issues the invoice in the currency indicated on the invoice according to the Texas Prompt Payment Act. All fees payable in the applicable SOW or Order may be subject to upward adjustment on each anniversary of the relevant SOW's or Order's effective date by an amount proportionate to inflation for the preceding 12-month period. The adjustment shall be based on the percentage change in the index known as the Consumer Price Index (CPI) For All Urban Consumers, U.S. city average, all expenditures except food and energy as published by United States Bureau of Labor Statistics. Set-off, offset or deductions of taxes or otherwise will not apply to any invoices. Client shall pay invoices by wire transfer to Kudelski Security as indicated in the invoice. Contact Kudelski Security at ar@kudelskisecurity.com for further instructions.

For Product, Kudelski Security may invoice Client separately for partial shipments, shipping charges or prepayment of Services. Payment or credit terms are at Kudelski Security's sole discretion and all Orders are subject to Kudelski Security's credit approval. Client must provide appropriate credit references upon request and authorizes Kudelski Security to obtain credit history from the references. Any credits provided to Client by

Kudelski Security expire if unused within twelve (12) months from the date the credit was issued.

4.2 Default. If Client defaults under this Agreement or under any applicable Order or SOW, Kudelski Security may do any or all of the following:

(A) require Client to pay to Kudelski Security, on demand, the total of:

(i) all undisputed invoiced payments and other fees and charges then due and past due, if any,

(ii) all payments to become due in the future through the remainder of the Term, discounted (if applicable) to present value calculated using the simple interest method and a per annum rate equal to 3% (or the lowest rate permitted by law, if higher), and/or

(iii) interest on the amounts specified in clauses "i" and "ii" at the lower of 1.5% per month or the highest rate permitted by law, from the date of demand to the date paid, and

(B) exercise any other remedy available to Kudelski Security at law or in equity.

If Client does not pay an undisputed amount for Services in full by the due date stated on the applicable invoice, Kudelski Security reserves the right to suspend the performance of the Services. Kudelski Security's delay or omission in exercising any of its rights pursuant to this section does not constitute a waiver by Kudelski Security to enforce such rights.

5. Product Related Terms.

5.1 Delivery. Any shipping dates provided by Kudelski Security for any Product are estimates only. Kudelski Security will use commercially reasonable efforts to meet requested delivery times. Kudelski Security reserves the right to make deliveries in installments and allocate the delivery of Products among its customers. Delay in delivery of one installment will not entitle Client to cancel other installments. Product will ship EXW (facilities of any Kudelski Security supplier), Incoterms 2010, freight prepaid and added to the invoice. Client authorizes Kudelski Security to choose the appropriate manner and means of all shipping of Product if a carrier is not designated in advance. For instances requiring international shipping, expedited shipping, or other special considerations, Client is responsible for paying all actual charges associated with the requests including all export and import duties, or other related costs.

5.2 Title, Liens and Encumbrances. Title to Product will not pass to Client until Kudelski Security has been paid in full for all invoices related to the Products. Notwithstanding anything in this Agreement, title to software either stand-alone or embedded into Product remains with the applicable licensor(s), and Client's rights and obligations related to the software are contained in the license agreement between Client and the applicable licensor(s).

5.3 Returns. Product returns are based on the policies of each of the original product manufacturers. Client should contact Kudelski Security at salessupport@kudelskisecurity.com to initiate a return or for additional information. Client must notify Kudelski Security of any damaged Products within twenty (20) days of receipt. If the Product is defective, Client will have to work directly with the manufacturer's support desk to initiate a Return Material Authorization ("RMA").

5.4 Limitation on Use. Client is responsible for determining the use of any Products. Products sold by Kudelski Security are not designed for use in life support, nuclear or other applications where malfunction could reasonably be expected to result in personal injury, death or catastrophic property damage.

5.5 Export and Resale. Client will abide by all applicable import and export laws and regulations, both U.S and foreign, with respect to the Products. Client is solely responsible for obtaining any license(s) or permit(s) required to transfer, export, re-export or import the Products and related technology. Client will not use the Products and related technology in relation to chemical, biological or nuclear weapons, rocket systems (including ballistic missile systems, space launch vehicles and sounding rockets) or unmanned air vehicles capable of delivering same, or in the development of any weapons of mass destruction.

6. Scope of Services. Services are provided under the written specifications of the applicable SOW, and the SOW incorporates the terms and conditions of this Agreement. Services do not include third party branded services or offerings. Kudelski Security may subcontract the performance of all or any portion of the Services. Changes to the scope of the Services in a SOW will be made through a change order executed by authorized representatives of both Parties. Kudelski Security has no obligation to start work on a change order until the change order is agreed upon in writing and executed by authorized representatives of both parties. Before Kudelski Security and its designated subcontractors are authorized to start Services, Client will (a) provide access and obtain all required permissions or authorizations from third parties to access, use, or modify data in Client's information technology systems and resident software prior to the start of Services and until Services are completed, (b) provide physical access to Client's premises, if applicable, during normal business hours or other times as agreed upon, (c) give timely responses to Kudelski Security's inquiries for information, approvals and authorizations, (d) provide access to staff and resources that Kudelski Security requires to provide the Services, and (e) establish a backup procedure enabling Client to restore systems, software and data that existed before the start of Services. Client is responsible for the reasonable protection and backup of systems, software and data under its control that may be affected by the Services.

7. Third Party Software and Kudelski Tools.

7.1 Third Party Software. For any Services where Client is accessing or using third party software applications, Client agrees to abide by any terms of use imposed by the licensor or publisher of the software and by Kudelski Security.

7.2 Kudelski Tools. During the term of the applicable SOW, Kudelski Security may provide to Client access to and use of software, application programming interface (API), infrastructure tenants, Client portal, user IDs, tokens, passwords, and computer tools as necessary for Client to receive the Services under the applicable SOW (**"the Tools"**) and associated documentation and material ("the Documentation**"**). If Client is required to set up an account for the use of the Tools, Client must (1) provide accurate and complete information during initial account setup process; and (2) keep account login details secure at all times. Kudelski Security or its licensors retain all right, title and interest (including all intellectual property rights) in and to the Tools. Subject to the terms and conditions of this Agreement and the applicable SOW, Kudelski Security grants to Client a limited, non-exclusive, non-transferable, non-sublicensable license during the term of the applicable SOW to access and use the Tools and the Documentation for its own internal security purposes. Client will not directly or indirectly (a) sublicense, sell, rent, lease, redistribute, loan, assign or otherwise transfer the Tools to any unaffiliated third party except as expressly permitted in the SOW, (b) reverse engineer, decompile, decrypt, disassemble, disable the Tools or otherwise attempt to derive the source code, trade secrets or know-how in or underlying any Tools or portion thereof, (c) copy, reproduce, modify, translate, distribute, or create derivative works of all or any part of the Tools, (d) remove, alter, or obscure any proprietary notice, labels or marks on the Tools, (e) deploy or use the Tools on a stand-alone basis or for any purposes other than as a component to be managed by Kudelski Security under this SOW, (f) use the Tools for any illegal, unauthorized or other improper purposes. In addition to the foregoing, for MDR Services, Client shall not directly or indirectly (i) access or use Kudelski Security's hosted infrastructure or related data, systems, or networks (collectively, "MDR Services infrastructure") that interface with the MDR offering for purposes of monitoring the availability, performance or functionality of the MDR Services infrastructure or MDR Services offering or for any other benchmarking or competitive purposes, including, without limitation, for the purpose of designing and/or developing any competitive services or disclosing such results to third parties, (ii) interfere with or disrupt the integrity or performance of any MDR infrastructure, (iii) use the MDR Services in a manner that knowingly violates or infringes any third party rights, including, but not limited to, privacy, publicity, or intellectual property rights; (vi) systematically and on a large scale store or process in the MDR Services any personal health information, credit card data, personal financial data or other sensitive regulated data; or (v) attempt to gain unauthorized access to any MDR Service infrastructure, including exceeding the subscribed quantities, users, or other entitlement measures of the MDR Services as set forth in this Agreement or a related SOW.

8. Warranties and Disclaimers.

8.1 Products and Related Disclaimers. Client understands and agrees that the Products are not manufactured or designed by Kudelski Security. Only the manufacturer or publisher can offer warranties for the Product. To the extent Kudelski Security receives any written warranties that are transferable from the manufacturer or publisher, Kudelski Security will pass those on to Client. PRODUCTS MANUFACTURED OR SOFTWARE PUBLISHED ARE PROVIDED ON AN "AS-IS" BASIS BY KUDELSKI SECURITY AND ITS AFFILIATES WITHOUT ANY WARRANTY OF ANY KIND, WHETHER STATUTORY, EXPRESS OR IMPLIED RELATED TO THE PRODUCTS (INCLUDING WITHOUT LIMITATION, ANY STATUTORY, EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, ACCURACY, COMPLETENESS, OR NON-INFRINGEMENT). The disclaimer contained in this Section does not affect the terms of any manufacturer's warranty. Client relies solely on the manufacturer's specifications for the design or use of the Products in high-risk environments including aircraft or automobile safety devices or navigation, life support systems or medical devices, nuclear facilities, or weapon systems and shall not rely on any statements, specifications, photographs or other illustrations of the Products that may be provided by Kudelski Security or its affiliates.

8.2 Advisory Services and Professional Services Warranties and Remedies. Kudelski Security warrants that advisory or professional Services, and any deliverable created from such Services will be performed (i) in a workmanlike and professional manner consistent with generally accepted industry standards, (ii) in accordance with all applicable laws, including relating to privacy and data protection, (iii) without violation of the intellectual property rights of Client or any third party, and (iv) substantially in conformity to the written specifications of the SOW for forty-five calendar days from completion. Client's sole and exclusive remedy and Kudelski Security's entire liability with respect to the Services warranty in this Section 8.2 will be, at Kudelski Security's option and expense, to either (a) re-perform any non-conforming Services not in substantial compliance with this warranty, or (b) refund amounts paid by Client related to the portion of the Services not in substantial compliance. Kudelski Security will have thirty (30) calendar days, or such other time limitation as mutually agreed upon by the parties, to remedy any non-conforming Services. Kudelski Security has no obligation if the claim is the result of an unauthorized modification to the deliverables by Client or its agents, material change in Client's environment, or abuse, misuse or damage by Client. In each situation (a) or (b), Client must notify Kudelski Security in writing within thirty (30) calendar days after performance of the applicable Services.

8.3 Managed Services Warranties and Remedies. Kudelski Security warrants that MDR Services will (i) be performed in a workmanlike and professional manner consistent with generally accepted industry standards, and (ii) conform to the written service level agreements ("SLAs") for that specific service as described in this SOW. If Kudelski Security fails to meet any SLA for a specific MDR Service, Client will receive a service credit as defined in the applicable service description or SOW. The remedies in this Section 8.3 for missed SLAs are Client's sole and exclusive remedy and Kudelski Security's entire liability with respect to the managed services warranty.

8.4 Services Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY SOW AND TO THE EXTENT ALLOWED BY LAW, KUDELSKI SECURITY MAKES NO OTHER, AND EXPRESSLY DISCLAIMS ALL OTHER, REPRESENTATIONS, WARRANTIES, CONDITIONS OR COVENANTS, WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING WITHOUT LIMITATION ANY STATUTORY, EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, DURABILITY, TITLE, ACCURACY, COMPLETENESS OR NON-INFRINGEMENT) RELATED TO THE PERFORMANCE OR NON-PERFORMANCE OF THE SERVICES, INCLUDING THE PERFORMANCE OF ANY HARDWARE OR SOFTWARE USED IN PERFORMING THE SERVICES AND ANY RESULTS TO BE OBTAINED FROM THE SERVICES. THIS DISCLAIMER AND EXCLUSION APPLIES EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE. Client acknowledges that no employee of Kudelski Security or its affiliates is authorized to make any representation or warranty on behalf of Kudelski Security or any of its affiliates that is not expressly in this Agreement, a SOW or other document describing the Services.

8.5 No Guarantee. CLIENT ACKNOWLEDGES, UNDERSTANDS, AND AGREES THAT KUDELSKI SECURITY DOES NOT GUARANTEE OR WARRANT THAT IT WILL FIND, LOCATE, OR DISCOVER ALL

OF CLIENT'S OR ITS AFFILIATED COMPANIES' SYSTEM THREATS, VULNERABILITIES, MALWARE, AND MALICIOUS SOFTWARE, AND CLIENT AND ITS AFFILIATED COMPANIES HEREBY RELEASE AND WILL NOT HOLD KUDELSKI SECURITY RESPONSIBLE THEREFORE. NO ORAL OR WRITTEN INFORMATION OR ADVICE PROVIDED BY KUDELSKI SECURITY SHALL BE DEEMED TO CREATE ANY GUARANTEES OR WARRANTIES IN CONTRADICTION OF THIS SECTION.

8.6 Client Representations and Acknowledgments. Client represents and warrants to Kudelski Security that: (a) this Agreement has been duly authorized, executed and delivered by Client and constitutes a legal, valid and binding obligation of Client and enforceable against Client in accordance with its terms, except as enforcement may be limited by bankruptcy or other insolvency-related laws; (b) the execution, delivery and performance of this Agreement will not violate or create a default under any law, regulation, judgment, order, instrument, agreement or organizational document binding on Client; (c) any and all information furnished to Kudelski Security by Client or on Client's behalf is true and correct in all material respects. Client acknowledges and agrees that: (i) this Agreement is separate and distinct from any manufacturing or licensing terms ; (ii) no breach by any manufacturer or software publisher terms will relieve Client of Client's obligations under this Agreement; and (iii) Client's obligations under this Agreement are absolute, unconditional and irrevocable despite any failure of, or Client's dissatisfaction with, any of the Products or Services to the extent such failure of or dissatisfaction with and Products or Services are not caused by Kudelski Security.

8.7 Except for the foregoing, each Party expressly disclaims all other, representations, warranties, conditions or covenants, whether statutory, express or implied.

9. Intellectual Property and Client Data.

9.1 Kudelski Security Intellectual Property. Kudelski Security retains all right, title and interest in any pre-existing intellectual property which may be used in performing the Services, including any modifications or improvements made during the performance of the Services ("Kudelski Property"). Except for Kudelski Property and subject to Client's full payment of applicable invoices, any deliverable specifically created and developed by Kudelski Security for Client under a SOW is owned by Client. If any Kudelski Property is contained in any deliverable, Kudelski Security grants Client and any Affiliated Company (defined below) of Client a worldwide, non-exclusive, royalty-free, perpetual, non-sublicensable license to use the Kudelski Property for Client's own internal business operations. For purposes of this Section 9.1., "Affiliated Company" means any legal entity that Client controls, that controls Client, or that Client is under common control with at the Effective Date of this Agreement and for so long as such control exists. Control is defined as exercising 50% or more of the voting rights. Neither Party grants to the other the right to use its trademarks, service marks, trade names, copyrights, other intellectual property rights in any promotion, publication or press release without the prior written consent of the other Party.

9.2 Client Data. Client owns all right, title and interest in any data and content provided by Client to Kudelski Security and its authorized users or made available to Kudelski Security and its authorized users through Client systems, or any derivative thereof or modifications or improvements made thereto during the performance of the Services ("Client Data") in connection with the performance of Services. Client Data does not include anonymized, de-identified, and aggregated information derived from Client's use of the MDR Services, including metadata and analytics information that Kudelski Security may use for its reasonable business purposes ("Statistical Usage Data"). Client grants Kudelski Security for the Term of this Agreement and any applicable SOW a limited, non-exclusive, revocable (except during the term of this Agreement or the applicable SOW) license to use the Client Data solely for performing the Services under the applicable SOW. Client is responsible for the accuracy, quality, legality, and how Client acquires the Client Data. Kudelski Security shall comply with all applicable laws, including those relating to privacy and data protection, with respect to the Client Data and provide full support and indemnity to Client with respect to any violation thereof or data breach.

9.3 Return of Client Data. Upon termination or expiration of this Agreement, Kudelski Security will promptly make all Client Data available to Client as a native database export provided through Kudelski Security's secure server or other similar secure method, at no additional charge to Client, provided that Client is current on all invoices. If Client requires the return of Client Data in an alternate format or requires any other termination

assistance services, then Kudelski Security and Client will mutually agree upon the scope of such termination assistance services and the fees and expenses payable for such termination assistance services, at Kudelski Security's then-current fees, unless the termination is due to Kudelski Security's material breach of this Agreement, in which case no fee will be charged to Client for reasonable termination assistance services.

9.4 Feedback. If Client provides any suggested improvements to the Services to Kudelski Security ("Feedback"), Kudelski Security shall own all right, title, and interest in and to the Feedback, even if Client has designated the Feedback as confidential. Kudelski Security and its affiliates will be entitled to use the Feedback without restriction. Client hereby irrevocably assigns to Kudelski Security all right, title, and interest in and to the Feedback.

10. Confidential Information.

10.1 "Confidential Information" means information disclosed by one Party to the other Party either directly or indirectly, in writing, orally or by drawings or inspection of samples, equipment or facilities; including without limitation (a) information identified by the disclosing Party, in writing or orally, as confidential at the time of disclosure; (b) information relating to the disclosing Party's technologies, products, solutions and services used, provided and/or owned by the disclosing Party, technical data, trade secrets, know-how, research, product plans, ideas or concepts, software, inventions, patent applications, techniques, processes, developments, algorithms, formulas, designs, schematics, drawings, engineering and hardware configuration information, operations, business and financial results or financial plans or strategies, customer lists, markets, financial statements, and projections, product pricing, marketing information, financial or other strategic business, plans or information; and (c) the content and terms of this Agreement and the Orders and SOWs.

10.2 The receiving Party agrees not to use any Confidential Information disclosed to it by the disclosing Party for any reason except to the extent necessary in connection with this Agreement, an Order or a SOW. The receiving Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure and use of Confidential Information of the disclosing Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include the highest degree of care that the receiving Party utilizes to protect its own Confidential Information of a similar nature, but in any event not less than a reasonable degree of care. The receiving Party will not disclose any Confidential Information of the disclosing Party to third parties, except to its affiliates, employees, officers, directors, consultants, attorneys, accountants and other advisors who are required to have the information in order to carry out discussions and activities under this Agreement or an Order or SOW ("Representatives"). Kudelski Security may disclose Confidential Information to banking institutions as required under Kudelski Security's assignment rights in section 25 of this Agreement. As an express condition to any disclosure of Confidential Information, the receiving Party will advise its Representatives who have access to the disclosing Party's Confidential Information of their confidentiality obligations under this Agreement and will ensure that they are bound by obligations of confidentiality to the same extent that the receiving Party is bound under this Section 10.2. The receiving Party shall be liable to the disclosing Party for all breaches of confidentiality by the persons who will be given access to the Confidential Information by the receiving Party. The receiving Party agrees to notify the disclosing Party promptly in writing of any misuse or misappropriation of Confidential Information of the disclosing Party that may come to the receiving Party's attention. Communication of information to financial institutions and their professional advisors in the context of the assignment of receivables shall not constitute a breach of confidentiality. Upon written request by the disclosing Party, the receiving Party will promptly return all Confidential Information, including copies, to the disclosing Party.

10.3 The obligations in Section 10.2 shall not apply to any information that: (i) is known to the receiving Party before receipt from the disclosing Party, directly or indirectly, without an obligation of confidentiality to the disclosing Party, (ii) is legally obtained by the receiving Party from a third party without an obligation of confidentiality to the disclosing Party, (iii) is or becomes publicly known or otherwise ceases to be confidential without violation of Section 10.2 by the receiving Party, (iv) is independently developed by the receiving Party, or (v) is required to be disclosed in order to comply with a judicial order or decree, or request of an arbitral court, provided that the receiving Party shall use its best efforts to maintain the confidentiality of the Confidential

Information, e.g. by asserting in such action any applicable privileges, and shall, immediately after gaining knowledge or receiving notice of such action, notify the disclosing Party thereof and give both Parties the opportunity to seek any other legal remedies so as to maintain such Confidential Information in confidence.

10.4 If the Parties have entered into a non-disclosure agreement ("NDA") before the Effective Date of this Agreement, the Parties agree that any material conflict between the terms or provisions of the NDA and this Agreement will be resolved in favor of the stricter of the two and the higher or greater degree of confidentiality for the Confidential Information of the Parties.

10.5 Notwithstanding the foregoing, the Parties acknowledge and agree that Client is subject to the Texas Public Information Act, Texas Government Code, Chapter 552, as hereafter amended, and the Texas Open Meetings Act, Texas Government Code, Chapter 551, as hereafter amended and Client shall comply with both Acts. Any release of any information, pursuant to any law including the Texas Public Information Act or the Texas Open Meetings Act, shared under this Agreement whether confidential or not, for the avoidance of doubt is not a breach of this Agreement. Any documents or records requested by a third party and ordered to be released by the Texas Attorney General under applicable provisions of the Texas Public Information Act after submittal by the Client to the Texas Attorney General for an opinion on disclosure, will not be considered a breach of this Agreement by the Client; provided, however, the Client will, to the extent legally permissible, notify Kudelski Security in writing as soon as reasonably possible of such potential disclosure to enable Kudelski Security to seek at their cost submit a brief to the Attorney General, a protective order or otherwise prevent or limit such disclosure.

11. Insurance and Technology Requirements. During the term of this Agreement, any renewal terms, and for the duration of the Services performed under a SOW, Kudelski Security will have and maintain in force the following insurance coverages:

11.1 General. Kudelski Security 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 Kudelski Security, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below:

11.2 Types. During the term of this Agreement Kudelski Security'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.

11.3 Certificates of Insurance. For each of these policies, the policy shall be endorsed to show Kudelski Security's insurance coverage as primary with respect to the Client, its officials, agents, employees, and volunteers. Any insurance or self-insurance carried or obtained by the Client, its officials, agents, employees, or volunteers, shall be considered in excess of Kudelski Security's insurance and shall not contribute to it. No term or provision of the indemnification provided by Kudelski Security to the Client pursuant to this Agreement 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 Client's Representative at the time of execution of this Agreement, on the most current State of Texas Department of Insurance-approved forms, attached hereto, and approved by the Client *before* work commences.

11.4 Additional Insurance. Kudelski Security shall include all subconsultants to be subject to all requirements stated herein.

11.5 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. The foregoing language will not be included in the COI.

The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

11.6 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 Client's review and acceptance.

(e) The coverage shall not exclude: premises/operations; independent contracts; products/completed operations; contractual liability ; and Host Liquor Liability.

(f) The Client 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 Client.

11.7 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.

11.8 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 ND, OH, WA, and WY.

11.9 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. Group consolidated financials shall be furnished to the Client upon request.

(c) Kudelski Security 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 Agreement, 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 Agreement 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.

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

(a) Event Management;

(b) Violation of Right of Privacy;

(c) Privacy Costs- Privacy Injury and Identity Theft;

(d) Extortion Threats;

(e) Business Income and Extra Expense (to $1 million); and

(f) Security Breach Expense.

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

a) <u>Data Breach.</u>

i. **Notice.** Kudelski Security must immediately notify the Client by telephone and email no later than forty-eight (48) hours if there is a reasonable probability of a data security incident. Kudelski Security must send a written letter following up on the data security incident within five (5) days following a data breach. Kudelski Security must:

1. Cooperate with the Client'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.

b) <u>Preventive Security Procedures.</u> <u>Kudelski Security must:</u>

i. Provide on-going software updates as they become available complying with the defined maintenance windows. Kudelski Security 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;

Upon Client's request, conduct a security/vulnerability assessment at its own expense at least annually and submit the results of such assessment to the Client;

iii. 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; and

iv. 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.

(c) Disaster Recovery. Kudelski Security must comply with any and all Client disaster recovery and resiliency protocols to prevent system interruption. In the event of system breach, Kudelski Security shall notify the Client and restore the system within seventy-two (72) hours from discovery of breach.

(d) Closeout.

i. Agreement Expiration. When the Agreement term expires or terminates, and at any other time at the Client's written request, Kudelski Security must promptly return to the Client 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 Client will have access to export and retrieve its data for no less than ninety (90) days after the Agreement expiration or termination date at Client's sole cost. The Client 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 Kudelski Security. Kudelski Security may provide the Client transition work after Agreement expiration or termination at Kudelski Security's then-current and generally-charged hourly rates.

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

11.12 Premise Solutions. When some or all of Kudelski Security's Work involve providing Kudelski's manufactured Premise Solutions, the following shall apply:

Requirements: Contract must:

Provide the Client 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;

Have data access limited to only required support service;

Provide Client with an overview of all applicable security assessments, audits and certifications related to system security upon request, but no more than once annually;

Train Client staff on security-related procedures regarding system operation and maintenance; and

Take all necessary measures to protect the Client's data and data encryption when applicable.

11.13 Background Checks. Kudelski Security agrees to assume all responsibility for and to perform background checks on all its employees 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.

12. Indemnities.

12.1 Infringement Indemnity.

12.1.1 Kudelski Security will indemnify, defend and hold harmless Client, its officers, directors, employees, agents, and affiliates from and against any third party claims ("Claim") that any accepted deliverable provided to Client as a Service under the applicable SOW infringes any U.S. patent, copyright, trademark or trade secret, provided that Client (a) promptly notifies Kudelski Security in writing of the Claim, (b) makes no admission of liability and does not take any position adverse to Kudelski Security, (c) gives Kudelski Security sole authority to control the defense and settlement of the Claim, and (d) provides Kudelski Security with full disclosure and reasonable assistance as required to defend the Claim.

12.1.2 In the event the deliverable or any portion of the deliverable may, in Kudelski Security's reasonable opinion, be infringing, Kudelski Security at its option and own expense may do the following: (a) secure for Client the right to continue the use of the infringing item, (b) replace the infringing item with a substantial equivalent non-infringing item, or (c) modify the item to be non-infringing. In the event Kudelski Security is unable to perform any of the options in (a) through (c), Client will then return the deliverable to Kudelski Security and Kudelski Security will refund Client the amount paid for such item.

12.1.3 Kudelski Security will have no indemnification obligations where: (a) the deliverable was created in accordance with Client's sole design or specifications, (b) Client alters the deliverable without Kudelski Security's express written consent, (c) Client combines the deliverable with materials not supplied or approved by Kudelski Security and such infringement would not have occurred absent such combination, or (d) Client continues to use the deliverable after receiving written notice from Kudelski Security to stop using the deliverable. SECTIONS 12.1.1 AND 12.1.2 ARE KUDELSKI SECURITY'S ENTIRE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO CLIENT'S INABILITY TO USE THE DELIVERABLE OR ANY PORTION OF THE DELIVERABLE DUE TO ANY INFRINGEMENT OR CLAIM OF INFRINGEMENT.

12.2 Client Indemnity\ Client's gross negligence or willful misconduct. To the extent permitted by the Constitution and laws of the State of Texas, Client agrees to be responsible for damages directly caused by its own gross negligence or willful misconduct, subject to the limitations of the Texas Tort Claims Act. Nothing in this Agreement shall be construed as a waiver of Client's governmental immunity or as consent to suit except as expressly authorized by applicable Texas law.

13. Limitation of Liability. Neither Party will be liable to the other Party for any indirect, special, incidental or consequential damages, including without limitation loss of profits or revenue, loss of or use of data, rework, repair, injury to reputation or loss of customers, arising under this Agreement, regardless of the form of action or theory of relief, even if advised of the possibility of such damages. Except for claims of non-payment, the amount of direct damages recoverable from a Party for all claims is limited to two times the total amount paid or to be paid by Client under the applicable Order or SOW that gives rise to the claim.

14. Term and Termination.

14.1 Term. This Agreement begins on the Effective Date and expires upon the earlier of (i) three (3) years from the Effective Date, (ii) completion, expiration or termination of all the Services in the applicable SOW(s) or (iii) until this Agreement is terminated in accordance with Section 14.3 (Termination for Cause).

14.2 Termination for Convenience. Either Party may terminate a professional services or advisory services related SOW for convenience with thirty (30) calendar advanced written notice to the non-terminating Party.

14.3 Termination for Cause. Either Party may terminate this Agreement and any SOWs if the other Party breaches any material terms or conditions of this Agreement or the applicable SOW and the breach remains un-cured for thirty (30) calendar days after receipt of written notice of the breach. For the avoidance of doubt, any breach of an SLA(s) under Section 8.3 (Managed Services Warranties and Remedies) is not considered a material breach. In the event of termination pursuant to this Section 14.3, neither Party shall be relieved of any of its obligations incurred prior to such termination and each Party shall have any and all rights and remedies available to it at law or in equity. In addition to the foregoing, either Party may terminate this Agreement and applicable SOWs immediately upon written notice to the other Party if the other Party becomes insolvent, enters bankruptcy, reorganization, or other similar proceedings, admits in writing its inability to pay debts, or attempts or makes an assignment for the benefit of creditors.

14.4 Expiration or termination of this Agreement does not affect any Orders or SOWs in effect before the effective date of the expiration or termination of the Order or SOW, provided that termination is not due to default for non-payment. In the event of termination, Client remains responsible for all undisputed invoices for Products shipped and for Services performed, including expenses incurred up to the date of termination plus any termination fee if one is set forth in the applicable SOW. All rights and obligations of the Parties under this Agreement, Order or SOW automatically terminate with completion of the Services, except for payment obligations or other terms which by their nature are intended to survive termination including limitation of liability, confidentiality, indemnification, warranty disclaimers, and this provision.

15. Background Checks. Kudelski Security represents that it will conduct background checks on each and every individual it will have working on the Client's property.

16. Data Security. Kudelski Security will maintain administrative, technical, and physical safeguards designed to protect against the destruction, loss, unauthorized access or alteration of Client Data and Confidential Information in the possession, under the control or access by Kudelski Security, which are: (i) no less rigorous than those maintained by Kudelski Security for its own information of a similar nature; (ii) no less rigorous than generally accepted industry standards; and (iii) required by applicable laws.

17. Compliance with Applicable Laws. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with the applicable state, local, and federal laws.

18. Non-Discrimination. Each Party agrees that it will not discriminate on the basis of race, color, national origin, disability, age, or military service in its administration of policies, programs, services and activities, or in employment.

19. Independent Contractor. The relationship between Kudelski Security and Client is that of independent contractors and not that of employer-employee, partnership or joint venture. Neither Party is authorized to make any commitments for or create obligations on behalf of the other Party without that Part's written consent. Kudelski Security has the sole responsibility for the direction of its employees and contractors and has the right to fire, hire, reassign and suspend employees or contractors without the consent of Client. Neither Kudelski Security, nor its employees, agents, representatives, or subcontractors, will be deemed an employee of Client for any purposes nor will it or they be eligible to participate in any benefit program provided by Client to its employees. Kudelski Security is exclusively responsible for the payment of all federal and state income, employment, FICA, self-employment, and unemployment taxes (including penalties and interest on those taxes) payable with respect to Kudelski Security's Services or to the payments provided for herein.

20. Notices. Except as otherwise specified under an Order or SOW, notices provided under this Agreement or an Order or SOW must be in writing to the addresses listed on the first page of this Agreement, and will be deemed received upon the earlier of: (a) actual receipt; (b) three days after mailing, if mailed postage prepaid by regular mail or airmail; or (c) one day after notice is sent by express courier.

21. Non-Solicitation and Non-Hire. Each Party agrees that, without the written consent of the other Party, during the term of this Agreement and the applicable SOW and for a period of twelve (12) months thereafter, it will not, nor will it permit any third party engaged by or otherwise affiliated with such Party to, directly or indirectly solicit, divert or otherwise take away any employee of the other Party who has been directly involved in the performance of the Services, or induce or attempt to induce such employee to terminate his/her employment with, or otherwise

cease his/her relationship with the other Party. This obligation does not apply where an employee of a Party has unilaterally responded to a general recruitment advertisement or hiring campaign that was not specifically targeting such employee.

22. Force Majeure. Except for the obligation to pay, neither Party is liable for failure to fulfill its obligations under this Agreement or a SOW due to causes beyond its reasonable control (for example, acts of nature, acts or omissions by the other Party, operational disruptions, man-made or natural disasters, epidemic or pandemic medical crises, carrier delays, strikes, internet or telecommunication interruptions, criminal acts, delays in delivery or transportation, or inability to obtain labor, or materials).

23. Choice of Law and Venue. Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in Dallas County, Texas, and the Parties hereby irrevocably submit to the jurisdiction and venue of such courts.

24. Entire Agreement. This Agreement constitutes the entire understanding between the parties regarding the purchase of Products or Services from Kudelski Security and supersedes and replaces any previous communications, representations or agreement, written or oral. In the event of any conflict or inconsistency between the terms of this Agreement and a SOW or Order (including any applicable Service descriptions) such conflict or inconsistency shall be resolved by giving precedence to the terms of the SOW or Order, only with respect to such specific SOW or Order.The sale or Order of any Product or Services is expressly conditioned on Client's assent to the terms of this Agreement.

25. Assignment and Successors. Neither Party may assign this Agreement or any of its rights or obligations without the prior written consent of the other Party. Any purported assignment or transfer by Client without Kudelski Security's prior written consent shall be void and of no effect. Kudelski Security may only assign this Agreement or all or any portion of its rights or obligations under this Agreement or a SOW without Client's consent, to an affiliate or to any person or entity that acquires Kudelski Security or all or substantially all of Kudelski Security's assets related to the Products and Services provided under this Agreement. Kudelski Security may also freely assign or transfer any receivables from Client under this Agreement without Client's consent and without notice. Subject to the restrictions in assignment contained in this provision, this Agreement binds and benefits the Parties and their respective successors and assigns.

26. Miscellaneous. No provision of this Agreement or a SOW may be waived, amended or modified by either Party except by a written agreement signed by both Client and Kudelski Security. Any delay or failure by either Party to exercise any right or remedy will not constitute a waiver of that Party to enforce its rights. If any part of this Agreement or a SOW is found by a court of competent jurisdiction to be invalid, illegal or unenforceable, all other parts will remain in effect. Each Party acknowledges that it has been represented by counsel under this Agreement. Accordingly, any rule of applicable law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived. Headings in this Agreement are for reference purposes only and are not to be interpreted as being part of this Agreement. This Agreement may be executed in one or more counterparts, each of which will be considered an original but altogether constitute the same instrument. Acceptance of this Agreement or a SOW may be made in electronic form. The Parties agree that electronic signatures will be legally valid, effective, and enforceable.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/28/2026

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 MARSH USA LLC. 2325 E. Camelback Road Suite 600 Phoenix, AZ 85016 CN121974050-KSI-GAUWE-26-27	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Kudelski Security, Inc. 5090 N. 40th Street, Suite 450 Phoenix, AZ 85018	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** American Zurich Insurance Company — 40142 **INSURER B :** American Guarantee and Liability Insurance Company — 26247 **INSURER C :** National Union Fire Insurance Co. Of Pittsburgh, PA — 19445 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** LOS-002870854-01 **REVISION NUMBER:** 5

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:			GLO 8621365 - 02	01/01/2026	01/01/2027	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 1,000,000 10,000 1,000,000 2,000,000 2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			BAP 8636217 - 01	01/01/2026	01/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC8695231-02	01/01/2026	01/01/2027	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	Tech E&O			08-567-44-11	01/01/2026	01/01/2027	Limit: SIR: $1,000,000		2,000,000

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

Waiver of subrogation is applicable where required by written contract and subject to policy terms and conditions. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured subject to policy terms and conditions. City of College Station is included as additional insured where required by written contract with respect to General Liability and Auto Liability.

CERTIFICATE HOLDER

City of College Station
Attn: Risk management
PO BOX 9960
1101 Texas Ave.
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

Marsh USA LLC

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ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC.	Kudelski Security, Inc. 5090 N. 40th Street, Suite 450 Phoenix, AZ 85018
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

Cyber liability
Carrier: National Union Fire Insurance Company of Pittsburgh, PA
Policy #: 60790157
Effective Date: 01/01/2026
Expiration Date: 01/01/2027
SIR Value: $250,000
Limit: $ 5,000,000

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

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 this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Nagra USA Inc.

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):	Any person or organization to whom or which you are required to provide additional insured status or additional insured status on a primary, non-contributory basis, in a written contract or written agreement executed prior to loss, except where such contract or agreement is prohibited by law.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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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:

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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Coverage Extension Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
BAP 8636217 - 01	01/01/2026	01/01/2027	01/01/2026	67630000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Motor Carrier Coverage Form

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.

c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.

d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form**:**

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

(2) Up to $5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

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C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph **2.** in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph **2.b.** in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and

b. Any:

(1) Overdue lease or loan payments at the time of the "loss";

(2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

(3) Security deposits not returned by the lessor;

(4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and

(5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to $75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

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(1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is $100 per day, to a maximum of $3000.

I. Personal Effects Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

a. We will pay up to $750 for "loss" to personal effects which are:

(1) Personal property owned by an "insured"; and

(2) In or on a covered "auto".

b. Subject to Paragraph **a.** above, the amount to be paid for "loss" to personal effects will be based on the lesser of:

(1) The reasonable cost to replace; or

(2) The actual cash value.

c. The coverage provided in Paragraphs **a.** and **b.** above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:

(1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.

(2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.

(3) Paintings, statuary and other works of art.

(4) Contraband or property in the course of illegal transportation or trade.

(5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. Tapes, Records and Discs Coverage

1. The Exclusion in Paragraph **B.4.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.2.c.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.

2. The following is added to Paragraph **1.a. Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

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:

(a) Are the property of an "insured"; and

(b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is $500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

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K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or

2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is $5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;

2. Repair;

3. Servicing;

4. "Loss"; or

5. Destruction.

2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

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agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

(1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";

(2) The "insured's" name and address; and

(3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are 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 under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

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

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

(1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or

(2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

(5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

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U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured". This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to $50 per day to a maximum of $1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of $2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered “auto” is stolen and recovered, we will pay the cost of transport to return the “auto” to you. We will pay only for those covered “autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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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, other than an architect, engineer, or surveyor, whom you are required to add as an additional insured under this policy under a written contract or written agreement executed prior to loss.	TBD
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 – DESIGNATED 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):
Blanket
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 your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

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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Waiver Of Subrogation (Blanket) Endorsement

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l Prem.	Return Prem.
GLO 8621365 - 02	01/01/2026	01/01/2027	01/01/2026	67630000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us Condition**:

If you are required by a written contract or agreement, which is executed before a loss, to waive your rights of recovery from others, we agree to waive our rights of recovery. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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

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

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION

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 01/01/2026 Policy No. WC 8695231 - 02 Endorsement No.

Insured Nagra USA Inc. Premium $

Insurance Company American Guarantee and Liability Insurance Company Countersigned by_____

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October 22, 2026
Item No. 7.11.
RPMD2 Bonds, series 2026

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding adoption of a resolution granting consent to Rock Prairie Management District No. 2 for the sale and issuance of unlimited tax water, sewer and drainage bonds, series 2026, in an amount not to exceed $2,500,000.

Relationship to Strategic Goals:
Diverse and Growing Economy
Improving Mobility
Sustainable City

Recommendation(s): The District has met all the requirements for the issuance of this debt. Staff recommends approval of the resolution granting consent to Rock Prairie Management District No. 2 for the sale and issuance of unlimited tax water, sewer and drainage bonds, series 2026, in an amount not to exceed $2,500,000.

Summary: On July 9, 2015, the City Council passed Resolution No. 07-09-15-02 consenting to the creation of Rock Prairie Management District No. 2. On February 17, 2015, the City Council approved a Utility and Road Agreement between the City and the District which authorizes the District to issue, sell, and deliver bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner as permitted or provided by federal laws, the general laws of the State of Texas, and the above-referenced consent resolution. In order for the bond issuance to proceed, the District's bond order (authorizing resolution) authorizing the issuance of the bonds must be approved by the City Council to the extent the resolution is in compliance with the above-referenced consent resolution.

The District's representatives met with the City Manager's Office on October 7, 2026 to discuss the bond order, Notice of Sale, Preliminary Official Statement, and other information in preparation for this item. District representatives will be available at the council meeting to answer any questions.

All infrastructure is designed and constructed in accordance with the City and County standards, rules, and regulations. Upon completion of construction, the District will convey the road facilities to the City for operation and maintenance, as described in the Utility Agreement.

Budget & Financial Summary: There is no financial impact to the City for the issuance of the bonds. Repayment is by those residents and businesses located within Rock Prairie Management District No. 2. Bond proceeds will be used to for the refunding of water, sanitary sewer, and drainage facilities within the District.

Attachments:
1. 2026 Road Bonds - City Consent Resolution (1)
2. Rock Prairie MD 2, 2026 BA No Growth Cash Flow
3. Rock Prairie MD 2, 2026 Draft NOS (10.14.26)
4. Rock Prairie MD 2, 2026 Draft POS (10.14.26)
5. Rock Prairie, 2026 Letter to City re Bond Requirements

6. RPMD - $2,500,000 Unlimited Tax Bonds, Series 2026 Bond Order

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COLLEGE STATION, TEXAS, GRANTING CONSENT TO ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2 FOR THE SALE AND ISSUANCE OF UNLIMITED TAX BONDS, SERIES 2026, IN AN AMOUNT NOT TO EXCEED $2,500,000

WHEREAS, the City of College Station, Texas (the "City") consented to the creation of Rock Prairie Management District No. 2 (the "District") on July 9, 2015, through Resolution No. 07-09-15-02, as amended (the "Consent Resolution"); and

WHEREAS, on February 17, 2015, the City Council of the City approved a Utility and Road Agreement between the City and the District (the "Utility Agreement") which authorizes the District to issue, sell, and deliver bonds from time to time, as deemed necessary and appropriate by the Board of Directors of the District, for the purposes, in such form and manner as permitted or provided by federal law, the general laws of the State of Texas, and the Consent Resolution; and

WHEREAS, the Utility Agreement further requires that the authorizing resolution of the District's Board of Directors be approved by the City Council to the extent such resolution is in compliance with the Consent Resolution; and

WHEREAS, the District has requested the City's consent to the District's sale and issuance of Unlimited Tax Bonds, Series 2026, in an amount not to exceed $2,500,000 (the "Bonds"); and

WHEREAS, the City Council has reviewed the District's request for consent to the sale and issuance of the Bonds and the certifications and documentation submitted by the District in support thereof, and has determined that the sale and issuance of the Bonds by the District complies with the terms of the Utility Agreement and Consent Resolution;

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

Section 1. The facts and recitations set forth in the preamble of this Resolution are hereby found to be true and correct.

Section 2. The City Council officially finds, determines, recites and declares that sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Texas Open Meetings Act, Texas Government Code, Chapter 551, as amended, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council further ratifies, approves, and confirms such written notice and the contents and posting thereof.

Section 3. The City Council hereby consents to the sale and issuance of Unlimited Tax Bonds, Series 2026, in an amount not to exceed $2,500,000, and the authorizing resolution of the District's Board of Directors.

Section 4. This resolution shall be effective immediately upon adoption.

PASSED AND APPROVED by this the ____ day of _____, 2026.

_____
Mayor

ATTEST:

_____
City Secretary

APPROVED:

_____
City Attorney

MASTERSON ADVISORS LLC

NO GROWTH CASH FLOW ANALYSIS

Rock Prairie Management District No. 2
Bond Issue No. 7
(WS&D Bond Application No. 1)

Tax Year	Projected Assessed Valuation	Proj Debt Tax Rate	Cldr Year	Beginning Fund Balance (a)	Tax Collections 90.0%	Capitalized Interest (b)	Interest Income 3.0%	Total Funds Available	Outstanding Debt Service	The Bonds Principal	The Bonds Interest (c)	The Bonds Total	Total Debt Service	Ending Fund Balance	% of Next Year's Debt Service
2025	193,907,966	0.454	2026	700,947	792,308	125,000	21,028	1,639,283	809,247			-	809,247	830,036	80.87%
2026	235,964,913	0.480	2027	830,036	1,019,368		24,901	1,874,306	932,575	-	93,750	93,750	1,026,325	847,981	75.68%
2027	235,964,913	0.480	2028	847,981	1,019,368			1,867,349	915,425	80,000	125,000	205,000	1,120,425	746,924	67.06%
2028	235,964,913	0.480	2029	746,924	1,019,368			1,766,293	907,855	85,000	121,000	206,000	1,113,855	652,438	59.16%
2029	235,964,913	0.480	2030	652,438	1,019,368			1,671,806	901,115	85,000	116,750	201,750	1,102,865	568,941	51.86%
2030	235,964,913	0.480	2031	568,941	1,019,368			1,588,309	894,655	90,000	112,500	202,500	1,097,155	491,154	45.57%
2031	235,964,913	0.480	2032	491,154	1,019,368			1,510,523	879,825	90,000	108,000	198,000	1,077,825	432,698	40.05%
2032	235,964,913	0.480	2033	432,698	1,019,368			1,452,066	881,900	95,000	103,500	198,500	1,080,400	371,666	34.98%
2033	235,964,913	0.480	2034	371,666	1,019,368			1,391,035	868,875	95,000	98,750	193,750	1,062,625	328,410	31.14%
2034	235,964,913	0.480	2035	328,410	1,019,368			1,347,778	865,550	95,000	94,000	189,000	1,054,550	293,228	28.03%
2035	235,964,913	0.480	2036	293,228	1,019,368			1,312,597	856,763	100,000	89,250	189,250	1,046,013	266,584	25.97%
2036	235,964,913	0.480	2037	266,584	1,019,368			1,285,953	842,319	100,000	84,250	184,250	1,026,569	259,384	25.50%
2037	235,964,913	0.480	2038	259,384	1,019,368			1,278,752	832,744	105,000	79,250	184,250	1,016,994	261,758	25.87%
2038	235,964,913	0.480	2039	261,758	1,019,368			1,281,127	832,769	105,000	74,000	179,000	1,011,769	269,358	27.05%
2039	235,964,913	0.480	2040	269,358	1,019,368			1,288,727	817,063	110,000	68,750	178,750	995,813	292,914	29.31%
2040	235,964,913	0.480	2041	292,914	1,019,368			1,312,282	821,225	115,000	63,250	178,250	999,475	312,807	32.04%
2041	235,964,913	0.480	2042	312,807	1,019,368			1,332,176	803,856	115,000	57,500	172,500	976,356	355,820	36.57%
2042	235,964,913	0.480	2043	355,820	1,019,368			1,375,188	801,350	120,000	51,750	171,750	973,100	402,088	41.95%
2043	235,964,913	0.480	2044	402,088	1,019,368			1,421,456	792,844	120,000	45,750	165,750	958,594	462,863	48.55%
2044	235,964,913	0.480	2045	462,863	1,019,368			1,482,231	788,681	125,000	39,750	164,750	953,431	528,800	55.54%
2045	235,964,913	0.480	2046	528,800	1,019,368			1,548,168	788,594	130,000	33,500	163,500	952,094	596,075	63.80%
2046	235,964,913	0.480	2047	596,075	1,019,368			1,615,443	777,238	130,000	27,000	157,000	934,238	681,205	73.99%
2047	235,964,913	0.480	2048	681,205	1,019,368			1,700,574	765,194	135,000	20,500	155,500	920,694	779,880	86.05%
2048	235,964,913	0.480	2049	779,880	1,019,368			1,799,249	757,588	135,000	13,750	148,750	906,338	892,911	100.20%
2049	235,964,913	0.480	2050	892,911	1,019,368			1,912,279	744,088	140,000	7,000	147,000	891,088	1,021,192	
Total						125,000	45,929		20,879,335	2,500,000	1,728,500	4,228,500	25,107,835		

(a) Estimated debt service fund balance as of 12/11/25
(b) Represents one year of capitalized interest on the Bonds
(c) Assumes an interest rate on the Bonds of 5.00%
(d) 2025 certified value; 1/1/26 estimate of value

This OFFICIAL NOTICE OF SALE does not alone constitute an invitation for bids on the Bonds but is merely notice of sale of the Bonds described herein. The invitation for bids is being made by means of this OFFICIAL NOTICE OF SALE, the PRELIMINARY OFFICIAL STATEMENT and the OFFICIAL BID FORM attached hereto. Information contained in this OFFICIAL NOTICE OF SALE is qualified in its entirety by the detailed information contained in the PRELIMINARY OFFICIAL STATEMENT.

OFFICIAL NOTICE OF SALE

$2,500,000
ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2,
(A political subdivision of the State of Texas located within Brazos County)

UNLIMITED TAX BONDS
SERIES 2026

Bids Due: Thursday, November 12, 2026, at 9:45 A.M., Houston Time in Houston, Texas
Bid Award: Thursday, November 12, 2026, at 2:00 P.M., Houston Time, in College Station, Texas

BOOK-ENTRY-ONLY

THE SALE

Bonds Offered for Sale by Competitive Bidding: The Board of Directors (the "Board") of Rock Prairie Management District No. 2 (the "District") is inviting competitive bids for the purchase of its $2,500,000 Unlimited Tax Bonds, Series 2026 (the "Bonds"). Bidders may submit bids for the Bonds by any of the following methods:

(1) Deliver bids directly to the District as described below in "Sealed Bids Delivered to the District;"
(2) Submit bids electronically as described below in "Electronic Bidding Procedures;" or
(3) Submit bids by telephone as described below in "Bids by Telephone."

Place and Time of Bid Opening: Masterson Advisors LLC, on behalf of the District will open and publicly read bids for the purchase of the Bonds at Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046, at 9:45 A.M., Houston Time, Thursday, November 12, 2026. Any bid received after the scheduled time for bid opening will not be accepted by the Board and will be returned unopened.

Sealed Bids Delivered to the District: Sealed bids, plainly marked "Bid for Bonds" should be addressed to "President and Board of Directors, Rock Prairie Management District No. 2, of Brazos County, Texas," % Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046 and delivered prior to 9:45 A.M., Houston Time, Thursday, November 12, 2026. All bids must be submitted in duplicate on the OFFICIAL BID FORM, without alteration or interlineation.

Electronic Bidding Procedures: Any prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY by 9:45 A.M., Houston Time, Thursday, November 12, 2026. Bidders must submit by e- mail (anthea.moran@mastersonadvisors.com / (713) 814-0552), prior to 9:15 A.M., Houston Time, Thursday, November 12, 2026, a signed OFFICIAL BID FORM to Ms. Anthea Moran, Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046. *A signed OFFICIAL BID FORM received after 9:45 A.M., Houston Time may result in the electronic bid not being accepted by the Board.* Subscription to i-Deal LLC's BIDCOMP Competitive Bidding System is required in order to submit an electronic bid. The District will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe.

An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in this OFFICIAL NOTICE OF SALE and shall be binding upon the bidder as if made by a signed, sealed bid delivered to the District. The District shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provision of this OFFICIAL NOTICE OF SALE shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this OFFICIAL NOTICE OF SALE shall control. Further information about PARITY, including any fee charged, may be obtained from PARITY Customer Support, 40 West 23rd Street, 5th Floor, New York, New York 10010, telephone: 212-404-8102.

For purposes of both the written sealed bid process and the electronic bidding process, the time as maintained by PARITY shall constitute the official time. **For information purposes only, bidders are requested to state in their electronic bids the net interest cost to the District, as described under "CONDITIONS OF THE SALE—Basis of Award" below. All electronic bids shall be deemed to incorporate the provisions of this OFFICIAL NOTICE OF SALE and the OFFICIAL BID FORM.**

Bids by Telephone: Bidders must submit by e-mail or facsimile (anthea.moran@mastersonadvisors.com / (713) 814-0552) a signed original OFFICIAL BID FORM to Ms. Anthea Moran, Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046, prior to 9:15 A.M., Houston Time, Thursday, November 12, 2026. Bidders that have provided a signed bid form will be contacted by a representative of Masterson Advisors LLC between 9:15 A.M. and 9:35 A.M., Houston Time, on the date of the sale. Questions about this procedure should be addressed to Ms. Moran at (713) 814-0552.

Masterson Advisors LLC will not be responsible for the submission of any bids tendered by telephone before the deadline for filing but received by the Board after the filing deadline nor does Masterson Advisors LLC assume any responsibility or liability with respect to any irregularities or errors associated with the submission of bids if the above-described telephone options are exercised. ***The District will not accept bids submitted by facsimile.***

Award of the Bonds: The District will take action to award the Bonds or reject all bids at a meeting scheduled to convene at 2:00 P.M., Houston time, on the date of the bid opening at 4121 State Highway 6 South, College Station, Texas 77845. Upon awarding the Bonds to the winning bidder (the "Underwriter"), the Board will adopt an order authorizing the issuance of the Bonds (the "Bond Order"). Sale of the Bonds will be made subject to the terms, conditions and provisions of the Bond Order, to which Bond Order reference is hereby made for all purposes and subject to compliance with Texas Government Code § 2252.908 as more fully described below. The District reserves the right to reject any and all bids and to waive any irregularities, except the time of filing.

THE BONDS

Description of the Bonds: Principal of the Bonds is payable at maturity or earlier redemption. Interest on the Bonds will accrue from the Date of Delivery (as defined herein) and will be payable on each September 1 and March 1, commencing March 1, 2027, and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will be initially registered in the name of and delivered only to Cede & Co., the nominee of The Depository Trust Company ("DTC"), pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of $5,000 or integral multiples thereof. No physical delivery of the Bonds will be made to the owners thereof. Principal of and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co., which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the Beneficial Owners of the Bonds. The initial Paying Agent/Registrar is The Bank of New York Mellon Trust Co., N.A., in Dallas, Texas. See the PRELIMINARY OFFICIAL STATEMENT for a more complete description of the Bonds. The Bonds will mature serially on September 1 in the years and amounts as follows:

YEAR DUE	PRINCIPAL AMOUNT	YEAR DUE	PRINCIPAL AMOUNT	YEAR DUE	PRINCIPAL AMOUNT
2028	$ 80,000	2036	$ 100,000	2044	$ 120,000
2029	85,000	2037	100,000	2045	125,000
2030	85,000	2038	105,000	2046	130,000
2031	90,000	2039	105,000	2047	130,000
2032	90,000	2040	110,000	2048	135,000
2033	95,000	2041	115,000	2049	135,000
2034	95,000	2042	115,000	2050	140,000
2035	95,000	2043	120,000		

Book-Entry-Only: The Bonds will be registered and delivered only in the name of Cede & Co., as nominee for the Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Beneficial Owners of the Bonds will not receive physical certificates representing the Bonds but will receive a credit balance on the books of the nominees of such Beneficial Owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the paying agent/registrar, initially The Bank of New York Mellon Trust Company, N.A. in Dallas, Texas (the "Paying Agent/Registrar"), directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the Beneficial Owners of the Bonds as described in the PRELIMINARY OFFICIAL STATEMENT. See "BOOK-ENTRY-ONLY SYSTEM" in the PRELIMINARY OFFICIAL STATEMENT.

Redemption Provisions: The Bonds maturing on or after September 1, 2033, are subject to redemption prior to maturity, at the option of the District, as a whole or, from time to time, in part, on September 1, 2032, or on any date thereafter, at a price of par plus unpaid accrued interest from the most recent interest payment date to the date fixed for redemption. If fewer than all of the Bonds are redeemed, the particular maturity or maturities and amounts to be redeemed shall be determined by the District. If fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds within each such maturity to be redeemed shall be selected by DTC in accordance with its procedures.

Mandatory Sinking Fund Redemption: If the successful bidder designates principal amounts to be combined into one or more term bonds, each such term bond shall be subject to mandatory sinking fund redemption commencing on September 1 of the first year which has been combined to form such term bond and continuing on September 1 in each year thereafter until the stated maturity date of that term bond. The amount redeemed in any year shall be equal to the principal amount for such year set forth on the cover page of the PRELIMINARY OFFICIAL STATEMENT under the captioned "Maturity Schedule." Term bonds to be redeemed in any year by mandatory sinking fund redemption shall be redeemed at a price of par plus unpaid accrued interest from the most recent interest payment date to the date of redemption. The term bonds to be redeemed shall be selected by DTC in accordance with its procedures. The principal amount of term bonds to be mandatorily redeemed is subject to reduction by the amount of any prior optional redemption.

Source of Payment: The Bonds will constitute valid and binding obligations of the District, payable as to principal and interest from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property located within the District, as further described in the PRELIMINARY OFFICIAL STATEMENT. The Bonds are obligations solely of the District and are not obligations of Brazos County, the City of College Station, the State of Texas, or any entity other than the District.

CONDITIONS OF THE SALE

Types of Bids and Interest Rates: The Bonds will be sold in one block, all or none, and no bid of less than 97% of the principal amount thereof will be considered. Bidders are to name the rate or rates of interest to be borne by the Bonds, provided that each interest rate bid must be in a multiple of 1/8 of 1% or 1/20 of 1%. No bid which results in a net effective interest rate as defined by Chapter 1204, Texas Government Code, as amended, in excess of _____% will be considered. Subject to the conditions below, no limitation will be imposed upon bidders as to the number of interest rates which may be used, but each rate of interest for the period 2036 (base year) through 2050, cannot be less than the rate of interest specified for any earlier maturity during the period 2036 through 2050 and the highest interest rate bid may not exceed the lowest interest rate bid by more than 2.5% in rate. No bid that generates a cash premium greater than $5,000 will be considered. All Bonds maturing within a single year must bear the same rate of interest, and no bids for the Bonds involving supplemental interest rates will be considered. Each bidder shall state in its bid the total and net interest cost in dollars and the net effective interest rate determined thereby, which shall be considered informative only and not as a part of the bid.

Basis of Award: For the purpose of awarding the sale of the Bonds, the interest cost of each bid will be computed by determining, at the interest rate or rates specified therein, the total dollar value of all interest on the Bonds from the date thereof to their respective maturities and adding thereto the dollar amount of the discount bid, if any, or subtracting therefrom the dollar amount of the premium bid, if any. Subject to the District's right to reject any or all bids, the Bonds will be awarded to the bidder whose bid, under the above computation, produces the lowest net interest cost to the District.

Good Faith Deposit: Each bid must be accompanied by a bank cashier's check payable to the order of "Rock Prairie Management District No. 2" in the amount of $50,000, which represents two percent (2%) of the principal amount of the Bonds. Only bank cashier checks will be accepted; no "Official Bank Checks" will be accepted. The check will be considered as a Good Faith Deposit, and the check of the Underwriter will be retained uncashed by the District until the Bonds are delivered. In the event the Underwriter should fail or refuse to accept delivery of and pay for the Bonds in accordance with its bid, or if it is determined that after the acceptance of its bid by the District that the Underwriter was found not to satisfy the requirements described below regarding the filing of a standing letter with the Office of the Attorney General of Texas, and as a result, the Attorney General of Texas will not deliver its approving opinion of the Bonds, then the Good Faith Deposit shall be cashed, and the proceeds accepted by the District as full and complete liquidated damages against the Underwriter. The Good Faith Deposit may accompany the OFFICIAL BID FORM, or it may be submitted separately. If submitted separately, it shall be made available to the District prior to the opening of the bids and shall be accompanied by instructions from the bank on which it is drawn to authorize its use as a Good Faith Deposit by the bidder, who shall be named in such instructions. Upon payment for and delivery of the Bonds, the Good Faith Deposit will be returned uncashed. No interest will be paid on the Good Faith Deposit. The checks accompanying bids other than the winning bid will be returned immediately after the bids are opened and an award of the Bonds has been made.

Bidders are further advised that that the award of the Bonds is conditioned upon compliance by the bidder, each syndicate member listed on the Official Bid Form, and the provider of municipal bond insurance for the Bonds, if any and if required, with any rules and requirements of the Office of the Attorney General of Texas related to the filing of standing letters supporting the verifications and certifications herein, and that compliance with such rules and requirements has been confirmed by the District, either by its receipt of a copy of any required standing letters with the Official Bid Form prior to the time prescribed for award of the Bonds or such other means as is reasonably determined by the District. A form of standing letter may be obtained through the website of the Office of the Attorney General of Texas at https://www.texasattorneygeneral.gov/sites/default/files/files/divisions/public-finance/ABC%20Letter%20September%2022%202021%20-%20Standing%20Letter%20Requirement.pdf.

In submitting a bid, bidder represents to the District that it and each syndicate member listed on the Official Bid Form, if any, (i) has filed a standing letter with the Attorney General of Texas and the Municipal Advisory Council of Texas that conforms to the requirements of the Office of the Attorney General of Texas, (ii) has no reason to believe that the District may not be entitled to rely on such standing letters, and (iii) neither bidder, any syndicate member listed on the Official Bid Form, nor any parent company, subsidiaries, or affiliates of the same, have received a letter from the Texas Comptroller of Public Accounts related to its inclusion on any list of financial companies boycotting energy companies. Bidder agrees that it will not rescind its standing letter at any time before the delivery of the Bonds unless same is immediately replaced with a standing letter that meets the requirements of the Office of the Attorney General. The District reserves the right, in its sole discretion, to reject any bid from a bidder that does not have such standing letter on file as of the deadline for bids for the Bonds. By submitting a bid, each bidder agrees, should it be the winning bidder, to cooperate with the District and take any action necessary to further verify and confirm compliance with state law by the bidder and each syndicate member listed on the Official Bid Form.

Provision of Texas Ethics Commission Form 1295 ("TEC Form 1295") by Bidders: Pursuant to Texas Government Code § 2252.908 (the "Interested Party Disclosure Act" or the "Act"), the District may not award the Bonds to a bidder that is a privately held entity unless the bidder, and each privately held syndicate member listed on the Official Bid Form, have provided to the District (c/o Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046; Attn: Anthea Moran, anthea.moran@mastersonadvisors.com) a completed and signed TEC Form 1295 which has been assigned a certificate number by the Texas Ethics Commission (the "TEC"). Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC's website, assigned a certificate number, printed, signed, and provided to the District. The TEC Form 1295 may accompany the Official Bid Form or may be submitted separately but must be provided to the District prior to the time prescribed for the award of the Bonds. The TEC Form 1295 may be provided to the District via facsimile or electronically, however, the original signed TEC Form 1295 complete with certificate number must be physically delivered to the District (c/o Schwartz, Page & Harding, L.L.P., 1300 Post Oak Boulevard, Suite 2400, Houston, Texas, 77056) within two business days of the award. Following the award of the Bonds, the District will notify the TEC of the receipt of each completed TEC Form 1295. The District reserves the right to reject any bid that does not comply with the requirements prescribed herein or to waive any such requirements. For purposes of completing the TEC Form 1295, the entity's name is Rock Prairie Management District No. 2, and the **contract ID number is RPMD2-S2026-B**. Neither the District nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295. Consequently, an entity intending to bid on the Bonds should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the District that its bid is the apparent winning bid.

Compliance with Laws Prohibiting Contracts with Certain Parties: The District will not award the Bonds to a bidder unless the bidder verifies on behalf of itself and each syndicate member listed on the Official Bid Form that, at the time of execution and delivery of the bid and through the term of the contract, being through the end of the underwriting period as defined by United States Securities and Exchange Commission Rule 15c2-12: (1) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel, (2) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott energy companies, and (3) neither the bidder nor a syndicate member listed on the Official Bid Form, including any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (a) has or will have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or (b) will discriminate against a firearm entity or firearm trade association.

Additionally, the District will not award the Bonds to a bidder unless the bidder certifies that, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

Bidder is advised that the foregoing representations, verifications, and certifications shall be made such that liability for breach of such representations, verifications, and certifications during the term of the bid form shall survive termination of the bid form until barred by the applicable statute of limitations, and shall not be liquidated or otherwise limited by any provision of the bid form, notwithstanding anything therein to the contrary.

The terms (1) "boycotts Israel" and "boycott Israel" as used herein have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended, (2) "boycotts energy companies" and "boycott energy companies" as used herein have the meanings assigned to the term "boycott energy company" in Sections 809.001 and 2276.001 of the Texas Government Code, each as amended, and (3) "discriminates against a firearm entity or firearm trade association" as used herein has the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code, as amended. As used herein, the term "affiliate" shall mean an entity that controls, is controlled by, or is under common control with the bidder or each syndicate member listed on the Official Bid Form, as applicable, within the meaning of SEC Rules 405, 17 C.F.R. § 230.405, and exists to make a profit.

Compliance with the Texas Public Information Act: The District will not award the Bonds to a bidder unless the bidder agrees to maintain all records in accordance with the requirements of the Texas Public Information Act, including Subchapter J thereof relating to contracting information as defined therein, and the District's rules, regulations, policies, and retention schedules adopted thereunder with respect to any records to which said Act applies.

DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS

Delivery: The Bonds will initially be delivered as one Bond for each maturity. Delivery will be at the corporate trust office of the Paying Agent/Registrar in Dallas, Texas. Payment for the Bonds must be made in immediately available funds for unconditional credit to the District, or as otherwise directed by the District. The Underwriter will be given at least three (3) business days' notice of the time fixed for delivery of the Bonds. It is anticipated that initial delivery can be made on or about December 10, 2026 (the "Date of Delivery"), and it is understood and agreed that the Underwriter will accept delivery of and make payment for the Bonds by 10:00 A.M., Houston Time on the Date of Delivery, or thereafter on the date the Bonds are tendered for delivery, up to and including January 7, 2027. If for any reason the District is unable to make delivery on or before January 7, 2027, then the District shall immediately contact the Underwriter and offer to allow the Underwriter to extend its offer for an additional thirty (30) days. If the Underwriter does not elect to extend its offer within three (3) business days thereafter, then its Good Faith Deposit will be returned, and both the District and the Underwriter shall be relieved of any further obligation.

DTC Definitive Bonds: After delivery, the Bonds will be issued in book-entry-only form. Cede & Co. is the nominee for DTC. All references herein to the Registered Owners of the Bonds shall mean Cede & Co. and not the Beneficial Owners of the Bonds. Purchase of beneficial interests in the Bonds will be made in book-entry-only form (without registered Bonds) in the denomination of $5,000 principal amount or any integral multiple thereof. Under certain limited circumstances described herein, the District may determine to forego immobilization of the Bonds at DTC, or another securities depository, in which case, such beneficial interests would become exchangeable for one or more fully registered Bonds of like principal amount for the Bonds. See "BOOK-ENTRY-ONLY SYSTEM" in the PRELIMINARY OFFICIAL STATEMENT.

CUSIP Numbers: It is anticipated that CUSIP identification numbers will be printed on the initial Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriter to accept delivery of and pay for the Bonds in accordance with the terms of this OFFICIAL NOTICE OF SALE. CUSIP identification numbers will be made available to the Underwriter at the time the Bonds are awarded or as soon thereafter as practicable. The CUSIP Service Bureau charge for the assignment of the numbers shall be the responsibility of and shall be paid by the Underwriter.

Conditions to Delivery: The obligation to take up and pay for the Bonds is subject to the following conditions: the issuance of the approving opinion of the Attorney General of Texas, the Underwriter's receipt of the Initial Bonds, the Underwriter's receipt of the legal opinion of Bond Counsel and the no-litigation certificate, all as described below, and no material adverse change in the condition of the District.

Legal Opinions: The District will furnish to the Underwriter a transcript of certain certified proceedings incident to the issuance and authorization of the Bonds, including a certified copy of the approving legal opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Attorney General has examined a transcript of proceedings authorizing the issuance of the Bonds, and that based upon such examination, the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax, levied without legal limitation as to rate or amount upon all taxable property in the District. The District will also furnish the approving legal opinion of Schwartz, Page & Harding, L.L.P., Bond Counsel, Houston, Texas, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding obligations of the District under the Constitution and laws of the State of Texas, except to the extent that enforcement of the rights and remedies of the Registered Owners of the Bonds may be limited by laws relating to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. The legal opinion of Bond Counsel will further state that the Bonds are payable, both as to principal and interest, from the levy of ad valorem taxes without legal limitation as to rate or amount, upon all taxable property within the District, and that the interest on the Bonds is excludable from gross income for federal income tax purposes under statutes, regulations, published rulings and court decisions existing on the date of such opinion assuming compliance by the District with certain covenants relating to the use and investment of the proceeds of the Bonds. See "LEGAL MATTERS" in the PRELIMINARY OFFICIAL STATEMENT. Such opinions express no opinion with respect to the sufficiency of the security for or marketability of the Bonds.

Qualified Tax-Exempt Obligations: Section 265 of the Internal Revenue Code of 1986, as amended (the "Code") provides, in general, that interest expense incurred to acquire or carry tax-exempt obligations is not deductible from the gross income of the owner of the Bonds. For certain owners that are "financial institutions" within the meaning of such section, complete disallowance of such expense would apply to taxable years beginning after December 31, 1986, with respect to tax-exempt obligations acquired after August 7, 1986. Section 265(b) of the Code provides an exception to this rule for interest expense incurred by financial institutions to carry tax-exempt obligations (other than specified private activity bonds) which are designated by an issuer as "qualified tax-exempt obligations." An issuer may only designate an issue as an issue of "qualified tax-exempt obligations" where less than $10 million of tax-exempt obligations are issued by the issuer during the calendar year in which the issue so designated is issued.

The District has designated the Bonds as "qualified tax-exempt obligations." Furthermore, the District has represented that it has or will take such action as is necessary for the Bonds to constitute "qualified tax-exempt obligations." Notwithstanding the designation of the Bonds as "qualified tax-exempt obligations," financial institutions acquiring the Bonds will be subject to a 20% disallowance of interest expense allocable to the Bonds.

Establishing the Issue Price of the Bonds: In order to provide the District with information that enables it to comply with certain conditions of the Code, relating to the exclusion of interest on the Bonds from the gross income of their owners, the winning bidder will be required to complete, execute, and deliver to the District or to the District's municipal advisor, Masterson Advisors LLC (the "Financial Advisor"), at least five (5) business days prior to the Date of Delivery of the Bonds, a certification as to the "issue price" of the Bonds (the "Issue Price Certificate"), substantially in the form attached hereto or accompanying this Notice of Sale. In the event the winning bidder will not reoffer any maturity of the Bonds for sale to the Public (as defined herein) by the Date of Delivery of the Bonds, the Issue Price Certificate may be modified in a manner approved by the District and Bond Counsel. Each bidder, by submitting its bid, agrees to complete, execute, and timely deliver the Issue Price Certificate, if its bid is accepted by the District. It will be the responsibility of the winning bidder to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain such facts necessary to enable it to make such certification with reasonable certainty. Any questions concerning such certification should be directed to Bond Counsel.

For purposes of this section of this Notice of Sale:

(i) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a Related Party;

(ii) "Underwriter" means (A) any person that agrees pursuant to a written contract with the District (or with the lead Underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public);

(iii) "Related Party" means any two or more persons (including an individual, trust, estate, partnership, association, company, or corporation) that are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other); and

(iv) "Sale Date" means the date that the Bonds are awarded by the District to the winning bidder.

All actions to be taken by the District under this Notice of Sale to establish the issue price of the Bonds may be taken on behalf of the District by the Financial Advisor, and any notice or report to be provided to the District may be provided to the Financial Advisor.

The District will consider any bid submitted pursuant to this Notice of Sale to be a firm offer for the purchase of the Bonds, as specified in the bid and, if so stated, in the Official Bid Form.

The District intends to rely on Treasury Regulation section 1.148-1(f)(3)(i) (defining "competitive sale" for purposes of establishing the issue price of municipal bonds), which require, among other things, that the District receives bids from at least three underwriters of municipal bonds who have established industry reputations for underwriting new issuances of municipal bonds (the "Competitive Sale Requirement").

In the event that the Competitive Sale Requirement is satisfied, the sale of the Bonds will be awarded to the bidder making a bid that conforms to the specifications herein. In the event that the Competitive Sale Requirement is not satisfied, bids **will not be subject to cancellation** and **the winning bidder will be required to hold the initial offering price to the Public of each maturity of the Bonds, other than a maturity 10% of which has been sold to the Public on the Sale Date ("Hold-the-Price Bonds"), as described in the next paragraph.**

By submitting a bid, the winning bidder agrees, on behalf of each Underwriter participating in the purchase of the Bonds, that each Underwriter will neither offer nor sell any maturity of the Hold-the-Price Bonds to any person at a price that is higher than the initial offering price to the Public during the period starting on the Sale Date and ending on the earlier of the following:

(i) the close of the fifth (5th) business day after the Sale Date; or

(ii) the date on which the Underwriters have sold at least 10% of that maturity of the Bonds to the Public at a price that is no higher than the initial offering price to the Public.

The winning bidder shall promptly advise the District when the Underwriters have sold 10% of a maturity of the Hold-the-Price Bonds to the Public at a price that is no higher than the initial offering price to the Public, if that occurs prior to the close of the fifth (5th) business day after the Sale Date.

No Material Adverse Change: The obligation of the Underwriter to take up and pay for the Initial Bonds, and of the District to deliver the Initial Bonds, is subject to the condition that, up to the time of delivery of and receipt of payment for the Initial Bonds, there shall have been no material adverse change in the affairs of the District subsequent to the date of sale from that set forth in the PRELIMINARY OFFICIAL STATEMENT, as it may have been finalized, supplemented or amended through the Date of Delivery.

No-Litigation Certificate: On the Date of Delivery of the Bonds to the Underwriter, the District will execute and deliver to the Underwriter, a certificate to the effect that no litigation of any nature has been filed or is pending, as of that date, of which the District has notice, to restrain or enjoin the issuance or delivery of the Bonds, or which would affect the provisions made for their payment or security, or in any manner questioning the validity of the Bonds.

Rule G-32 Requirements: It is the responsibility of the Underwriter to comply with the Municipal Securities Rule Making Board's Rule G-32 within the required time frame. The Underwriter must send two copies of the OFFICIAL STATEMENT along with two complete Form G-32's to the appropriate address.

OFFICIAL STATEMENT

To assist the Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission ("SEC"), the District and the Underwriter agree, by the submission and acceptance of the winning bid, as follows.

Final Official Statement: The District has approved and authorized distribution of the accompanying PRELIMINARY OFFICIAL STATEMENT for dissemination to potential purchasers of the Bonds but does not intend to prepare any other document or version thereof for such purpose, except as described below. Accordingly, the District intends the PRELIMINARY OFFICIAL STATEMENT to be final as of its date, within the meaning of SEC Rule 15c2-12(b)(1), except for information relating to the offering prices, interest rates, final debt service schedule, selling compensation, identity of the Underwriter and other similar information, terms and provisions to be specified in the competitive bidding process. The Underwriter shall be responsible for promptly informing the District of the initial reoffering yields of the Bonds. Thereafter, the District will complete and authorize distribution of the OFFICIAL STATEMENT identifying the Underwriter and containing such omitted information. The District does not intend to amend or supplement the OFFICIAL STATEMENT otherwise, except to take into account certain subsequent events, if any, as described below. By delivering the final OFFICIAL STATEMENT or any amendment or supplement thereto in the requested quantity to the Underwriter on or after the sale date, the District intends the same to be final as of such date, within the meaning of SEC Rule 15c2-12(f)(3). Notwithstanding the foregoing, the only representations concerning the absence of material misstatements or omissions from the OFFICIAL STATEMENT which are being or which will be made by the District are those described and contained in the OFFICIAL STATEMENT under the caption "PREPARATION OF OFFICIAL STATEMENT—Certification of OFFICIAL STATEMENT."

Changes to Official Statement: If subsequent to the date of the OFFICIAL STATEMENT, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Underwriter, of any adverse event which causes the OFFICIAL STATEMENT to be materially misleading, and unless the Underwriter elects to terminate its obligation to purchase the Bonds, as described above under "DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS—Conditions to Delivery," the District will promptly prepare and supply to the Underwriter an appropriate amendment or supplement to the OFFICIAL STATEMENT satisfactory to the Underwriter provided, however, that the obligation of the District to so amend or supplement the OFFICIAL STATEMENT will terminate when the District delivers the Bonds to the Underwriter, unless the Underwriter notifies the District on or before such date that less than all of the Bonds have been sold to ultimate customers in which case the District's obligations hereunder will extend for an additional period of time (but not more than 90 days after the date the District delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

Delivery of Official Statements: The District shall furnish final OFFICIAL STATEMENTs to the Underwriter (and to each participating underwriter of the Bonds, within the meaning of SEC Rule 15c2-12(a), designated by the Underwriter) within seven (7) business days after the sale date. The District also shall furnish to the Underwriter a like number of any supplements or amendments approved and authorized for distribution by the District for dissemination to potential purchasers of the Bonds, as well as such additional copies of the OFFICIAL STATEMENT or any such supplements or amendments as the Underwriter may reasonably request prior to the 90th day after the end of the underwriting period described in SEC Rule 15c2-12(f)(2). The District shall pay the expense of preparing the number of copies of the OFFICIAL STATEMENT specified in the winning bid and an equal number of any supplements or amendments issued on or before the Date of Delivery, but the Underwriter shall pay for all other copies of the OFFICIAL STATEMENT or any supplement or amendment thereto.

Continuing Disclosure of Information: The District will agree in the Bond Order to provide certain periodic information and notices of material events in accordance with Securities and Exchange Commission Rule 15c2-12, as described in the PRELIMINARY OFFICIAL STATEMENT under "CONTINUING DISCLOSURE OF INFORMATION." The Underwriter's obligation to accept and pay for the Bonds is conditioned upon delivery to the Underwriter or their agent of a certified copy of the Bond Order containing the agreement described under such heading.

Substantive Requirements for Official Statement: To the best knowledge and belief of the District, the PRELIMINARY OFFICIAL STATEMENT contains information, including financial information or operating data, concerning every entity, enterprise, fund, account, or person that is material to an evaluation of the offering of the Bonds.

GENERAL CONSIDERATIONS

Risk Factors: The Bonds involve certain risk factors. Prospective bidders are urged to examine carefully the entire Preliminary Official Statement, with respect to the risk factors associated with the Bonds. Particular attention should be given to the information set forth therein under the caption "RISK FACTORS."

Municipal Bond Rating and Municipal Bond Insurance: The District has not applied for an underlying rating nor is it expected that the District would have received an investment grade rating had such application been made. Applications have been made to various municipal bond insurance companies for qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option of the Underwriter at the Underwriter's expense. See "DELIVERY OF THE BONDS AND ACCOMPANYING DOCUMENTS—Conditions of Delivery" herein. It should be noted that there are risk factors related to the purchase of municipal bond insurance. See "RISK FACTORS" in the Preliminary Official Statement.

Reservation of Rights: The District reserves the right to reject any and all bids and to waive any and all irregularities, except time of filing.

Not an Offer to Sell: This OFFICIAL NOTICE OF SALE does not alone constitute an offer to sell the Bonds but is merely notice of sale of the Bonds. The invitation for bids on the Bonds is being made by means of this OFFICIAL NOTICE OF SALE, the PRELIMINARY OFFICIAL STATEMENT and the OFFICIAL BID FORM.

Registration and Qualification of Bonds for Sale: The offer and sale of the Bonds have not been registered or qualified under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein, and the Bonds have not been registered or qualified under the securities acts of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions. By submission of its bid, the Underwriter represents that the sale of the Bonds in states other than the State of Texas will be made pursuant to exemptions from registration or qualification, or where necessary, the Underwriter will register the Bonds in accordance with the securities laws of the state in which the Bonds are offered or sold. The District agrees to cooperate with the Underwriter, at the Underwriter's written request and expense, in registering or qualifying the Bonds or obtaining an exemption from registration or qualification (other than filing a consent to service of process in such state), in any state where such action is necessary.

Section 149(a) of the Code requires that all tax-exempt obligations (with certain exceptions that do not include the Bonds) be in registered form in order for the interest payable on such obligations to be excludable from a Beneficial Owners' income for federal income tax purposes. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. pursuant to the Book-Entry-Only System described herein. One fully-registered bond will be issued for each maturity of the Bonds and will be deposited with DTC. See "BOOK-ENTRY-ONLY SYSTEM." So long as any Bonds remain outstanding, the District will maintain at least one Paying Agent/Registrar in the State of Texas for the purpose of maintaining the Register on behalf of the District.

Additional Copies of Documents: Additional copies of this OFFICIAL NOTICE OF SALE, the PRELIMINARY OFFICIAL STATEMENT and the OFFICIAL BID FORM may be obtained from the Financial Advisor, Masterson Advisors LLC, 3 Greenway Plaza, Suite 1100, Houston, Texas 77046.

Mr. Uri Geva
President, Board of Directors
Rock Prairie Management District No. 2

OFFICIAL BID FORM

President and Board of Directors
Rock Prairie Management District No. 2
c/o Masterson Advisors LLC
3 Greenway Plaza, Suite 1100
Houston, Texas 77046

Board Members:

We have read in detail the OFFICIAL NOTICE OF SALE and PRELIMINARY OFFICIAL STATEMENT dated October 8, 2026, relating to the $2,500,000 Rock Prairie Management District No. 2 (the "District") Unlimited Tax Bonds, Series 2026 (the "Bonds"). We realize that the Bonds involve certain investment considerations, and we have made inspections and investigations as we deem necessary relating to the District and to the investment quality of the Bonds.

For your legally issued Bonds, as described in the "PRELIMINARY OFFICIAL STATEMENT," and pursuant to the terms and condition of the sale of the Bonds described in the "OFFICIAL NOTICE OF SALE," we will pay you a price of $_____, representing _____% of the principal amount. Such Bonds mature September 1, in each of the years and in the amounts and interest rates shown below:

Maturity	Principal Amount		Interest Rate	Maturity	Principal Amount		Interest Rate
2028	$ 80,000		_____%	2040	$ 110,000	*	_____%
2029	85,000		_____%	2041	115,000	*	_____%
2030	85,000		_____%	2042	115,000	*	_____%
2031	90,000		_____%	2043	120,000	*	_____%
2032	90,000		_____%	2044	120,000	*	_____%
2033	95,000	*	_____%	2045	125,000	*	_____%
2034	95,000	*	_____%	2046	130,000	*	_____%
2035	95,000	*	_____%	2047	130,000	*	_____%
2036	100,000	*	_____%	2048	135,000	*	_____%
2037	100,000	*	_____%	2049	135,000	*	_____%
2038	105,000	*	_____%	2050	140,000	*	_____%
2039	105,000	*	_____%				

_____
* Subject to optional redemption on or after September 1, 2032.

Of the principal maturities set forth in the table above, we have created term bonds as indicated in the following table (which may include multiple term bonds, one term bond or no term bond if none is indicated). For those years which have been combined into a term bond, the principal amount shown in the table above shall be the mandatory sinking fund redemption amounts in such years except that the amount shown in the year of the term bond maturity date shall mature in such year. The term bonds created are as follows:

Term Bond Maturity Date	Year of First Mandatory Redemption	Principal Amount of Term Bond	Interest Rate

Our calculation (which is not a part of this bid) of the interest cost from the above is:

Gross Interest Cost from December 10, 2026 (the "Date of Delivery) ..... $_____
Plus Dollar Amount of Discount (or Less: Dollar Amount of Premium) ..... $_____
NET INTEREST COST..... $_____
NET EFFECTIVE INTEREST RATE..... _____%

The initial Bonds shall be registered in the name of Cede & Co. as the nominee for The Depository Trust Company.

By submitting this bid, we agree to provide copies of the final OFFICIAL STATEMENT, and any amendments and supplements thereto, in accordance with the terms of the OFFICIAL NOTICE OF SALE and as required by Rule 15c2-12 of the Securities and Exchange Commission and Rule G-32 of the Municipal Securities Rulemaking Board.

The Bonds [are] [are not] being insured by _____ at a premium of $_____, said premium to be paid by the Initial Purchaser. Any rating fees associated with the insurance will be the responsibility of the Initial Purchaser.

A Bank Cashier's Check payable to the order of the District in the amount of $50,000 has been made available to you prior to the opening of this bid, as a Good Faith Deposit, and is submitted in accordance with the OFFICIAL NOTICE OF SALE.

The undersigned agrees to complete, execute, and deliver to the District by the Date of Delivery of the Bonds a certificate relating to the "issue price" of the Bonds in the form accompanying the OFFICIAL NOTICE OF SALE, with such changes thereto as may be acceptable to the District.

We agree to accept delivery of and make payment for the Bonds in immediately available funds at the offices of The Bank of New York Mellon Trust Company, N.A., Dallas, Texas, not later than 10:00 A.M., Houston, Texas time, on the Date of Delivery or thereafter on the date the Bonds are tendered for delivery, pursuant to the terms set forth in the "Official Notice of Sale." In addition, in the event less than all of the Bonds are sold to ultimate customers prior to the Date of Delivery of the Bonds, we will so notify the District on such date.

The District may not accept this bid until it has received from the bidder, if that bidder is a privately held entity, a completed and signed TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission ("TEC"), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The undersigned understands that failure to provide said form complete with a certificate number assigned by the TEC as provided for in the Official Notice of Sale will result in a non-conforming bid and will prohibit the District from considering this bid for acceptance.

By executing this Bid Form, the bidder represents and verifies that, at the time of execution and delivery of this bid and through the term of this contract, being through the end of the underwriting period as defined by United States Securities and Exchange Commission Rule 15c2-12: (1) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott Israel, (2) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, boycotts or will boycott energy companies, and (3) neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, (a) has or will have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, or (b) will discriminate against a firearm entity or firearm trade association.

Additionally, by executing this Bid Form, the bidder also represents and certifies that, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same, is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code.

The terms (1) "boycotts Israel" and "boycott Israel" as used herein have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended, (2) "boycotts energy companies" and "boycott energy companies" as used herein have the meanings assigned to the term "boycott energy company" in Sections 809.001 and 2276.001 of the Texas Government Code, each as amended, and (3) "discriminates against a firearm entity or firearm trade association" as used herein has the meaning assigned to the term "discriminate against a firearm entity or firearm trade association" in Section 2274.001(3) of the Texas Government Code, as amended. As used herein, the term "affiliate" shall mean an entity that controls, is controlled by, or is under common control with the bidder or each syndicate member listed on the Official Bid Form, as applicable, within the meaning of SEC Rules 405, 17 C.F.R. § 230.405, and exists to make a profit. Liability for breach of any of the foregoing representations, verifications, and certifications during the term of this bid form shall survive termination of this bid form until barred by the applicable statute of limitations and shall not be liquidated or otherwise limited by any provision hereof, notwithstanding anything herein to the contrary.

By executing this Bid Form, Bidder acknowledges the award of the Bonds is conditioned upon compliance by the Bidder, each syndicate member listed on the Official Bid Form, and the provider of municipal bond insurance for the Bonds, if any and if required, with any rules and requirements of the Office of the Attorney General of Texas related to the filing of standing letters supporting the verifications and certifications herein, and that compliance with such rules and requirements has been confirmed by the District, either by its receipt of a copy of any required standing letters with this Bid Form prior to the time prescribed for award of the Bonds or such other means as is reasonably determined by the District.

By executing this Bid Form, bidder represents to the District that it and each syndicate member listed on the Official Bid Form, if any, (i) has filed a standing letter with the Attorney General of Texas and the Municipal Advisory Council of Texas that conforms to the requirements of the Office of the Attorney General of Texas, (ii) has no reason to believe that the District may not be entitled to rely on such standing letters, and (iii) neither bidder, any syndicate member listed in the Official Bid Form, nor any parent company, subsidiaries, or affiliates of the same, have received a letter from the Texas Comptroller of Public Accounts related to its inclusion on any list of financial companies boycotting energy companies. Bidder agrees that it will not rescind its standing letter at any time before the delivery of the Bonds unless same is immediately replaced with a standing letter that meets the requirements of the Office of the Attorney General. By executing this Bid Form, Bidder acknowledges that the District reserves the right, in its sole discretion, to reject any bid from a bidder that does not have such standing letter on file as of the deadline for bids for the Bonds. By submitting a bid, each bidder agrees, should it be the winning bidder, to cooperate with the District and take any action necessary to further verify and confirm compliance with state law by the bidder and each syndicate member listed in the Bid Form.

Further, by executing this Bid Form, the bidder also agrees that it will maintain all records in accordance with the requirements of the Texas Public Information Act, including Subchapter J thereof relating to contracting information as defined therein, and the District's rules, regulations, policies, and retention schedules adopted thereunder with respect to any records to which said Act applies.

Respectfully submitted,

_____

By:_____

Telephone Number:_____

ACCEPTANCE CLAUSE

The above and foregoing bid is hereby in all things accepted by Rock Prairie Management District No. 2, this 12th day of November, 2026.

ATTEST:

_____ _____

Secretary, Board of Directors President, Board of Directors

BOND YEARS

Due: September 1, Annually
Interest Accrual Date: December 10, 2026

Year	Principal	Bond Years	Cumulative Bond Years
2028	$ 80,000	138.00	138.00
2029	85,000	231.63	369.63
2030	85,000	316.63	686.25
2031	90,000	425.25	1,111.50
2032	90,000	515.25	1,626.75
2033	95,000	638.88	2,265.63
2034	95,000	733.88	2,999.50
2035	95,000	828.88	3,828.38
2036	100,000	972.50	4,800.88
2037	100,000	1,072.50	5,873.38
2038	105,000	1,231.13	7,104.50
2039	105,000	1,336.13	8,440.63
2040	110,000	1,509.75	9,950.38
2041	115,000	1,693.38	11,643.75
2042	115,000	1,808.38	13,452.13
2043	120,000	2,007.00	15,459.13
2044	120,000	2,127.00	17,586.13
2045	125,000	2,340.63	19,926.75
2046	130,000	2,564.25	22,491.00
2047	130,000	2,694.25	25,185.25
2048	135,000	2,932.88	28,118.13
2049	135,000	3,067.88	31,186.00
2050	140,000	3,321.50	34,507.50
Total	$ 2,500,000		
	Average Maturity	**13.803**	

ISSUE PRICE CERTIFICATE

The undersigned, being a duly authorized representative of the underwriter or the manager of the syndicate of underwriters ("Purchaser") with respect to the purchase of $2,500,000 Unlimited Tax Bonds, Series 2026, by Rock Prairie Management District No. 2 (the "District"), hereby certifies and represents, based on its records and information, as follows:

[***If at least 3 qualified bids are received from underwriters***]

1. On the first day on which there was a binding contract in writing for the purchase of the Bonds by the Purchaser, the Purchaser's reasonably expected initial offering prices of each maturity of the Bonds with the same credit and payment terms (the "Expected Offering Prices") to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter are as set forth in the pricing wire or equivalent communication for the Bonds, as attached to this Issue Price Certificate as **Schedule A**. The Expected Offering Prices are the prices for the Bonds used by the Purchaser in formulating its bid to purchase the Bonds.

2. The Purchaser had an equal opportunity to bid to purchase the Bonds and it was not given the opportunity to review other bids that was not equally given to all other bidders (i.e., no last look).

3. The bid submitted by the Purchaser constituted a firm bid to purchase the Bonds.

[*If less than 3 qualified bids are received from underwriters*]

1. [Other than the Bonds maturing in _____ ("Hold-the-Price Maturities"), the][The first price at which at least ten percent ("Substantial Amount") of the principal amount of each maturity of the Bonds having the same credit and payment terms ("Maturity") was sold to a person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter ("Public") are the initial offering prices (the "Initial Offering Prices"), as listed in the pricing wire or equivalent communication for the Bonds that is attached to this Issue Price Certificate as **Schedule A**.]

[*Include the following paragraphs 2 and 3 if there are Hold-the-Price Maturities*]

2. On or before the first day on which there is a binding contract in writing for the sale of the Bonds ("Sale Date"), the Purchaser offered to the Public each [maturity of the Bonds having the same credit and payment terms ("Maturity")][Maturity of the Hold-the-Price Maturities] at the [Initial Offering Prices for such Maturity][initial offering prices for such Maturity ("Initial Offering Prices")], as set forth in **Schedule A** hereto. [A copy of the pricing wire or equivalent communication for the Bonds is attached to this Issue Price Certificate as **Schedule A**.]

3. As set forth in the Notice of Sale, the Purchaser agreed in writing to neither offer nor sell any of the Hold-the-Price Maturities to any person at any higher price than the Initial Offering Price for such Maturity until the earlier of the close of the fifth business day after the Sale Date or the date on which the Purchaser sells [at least ten percent ("Substantial Amount")][a Substantial Amount] of a Maturity of the Bonds to the Public at no higher price than the Initial Offering Price for such Maturity.]

[***Include the remaining paragraphs regardless of number of bids; revise numbering of paragraphs as appropriate]***

4. As used hereinabove, the term "Underwriter" means (i) (A) a person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, or (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i)(A) of this paragraph (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public) to participate in the initial sale of the Bonds to the Public, and (ii) any person who has more than 50% common ownership, directly or indirectly, with a person described in clause (i) of this paragraph.

5. Please choose the appropriate statement:

( ) Purchaser will not purchase bond insurance for the Bonds.

( ) Purchaser will purchase bond insurance from _____ (the "Insurer") for a fee/premium of $_____ (the "Fee"). To the best of the undersigned's knowledge, information and belief, based upon the facts available at this time and current market conditions, the Fee is a reasonable amount payable solely for the transfer of credit risk for the payment of debt service on the Bonds and does not include any amount payable for a cost other than such guarantee, e.g., a credit rating or legal fees. [Purchaser represents that the present value of the Fee for each obligation constituting the Bonds to which such Fee is properly allocated and which are insured thereby is less than the present value of the interest reasonably expected to be saved as a result of the insurance on each obligation constituting the Bonds. In determining present value for this purpose, the yield of the Bonds (determined with regard to the payment of the guarantee fee) has been used as the discount rate.] The Fee has been paid to a person who is not exempt from federal income taxation and who is not a user or related to the user of any proceeds of the Bonds. No portion of the Fee is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such Fee that has not been earned.

6. The undersigned has calculated the total underwriting spread on the Bonds to be $ _____. As used herein, the term "total underwriting spread" means the cost for marketing and selling the Bonds, and includes (a) a total takedown of $ _____, (b) a total management fee of $ _____, (c) fees and expenses of underwriter's counsel in the estimated total amount of $ _____, and (d) other expenses in the total estimated amount of $ _____.

The undersigned understands that the foregoing information will be relied upon by District with respect to certain of the representations set forth in the Federal Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Schwartz, Page & Harding, L.L.P. in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G, and other federal income tax advice that it may give to the District from time to time relating to the Bonds. The undersigned understands that the foregoing information will also be relied upon by the District and by Schwartz, Page & Harding, L.L.P. with respect to compliance with the requirements of Section 1202.008 of Chapter 1202, Texas Government Code, as amended. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law and makes no representation as to the legal sufficiency of the factual matters set forth herein.

EXECUTED and DELIVERED this _____ day of _____, 2026.

_____
Name of Underwriter

By:_____

Title:_____

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

PRELIMINARY OFFICIAL STATEMENT DATED OCTOBER 8, 2026

This Preliminary Official Statement is subject to completion and amendment and is intended solely for the solicitation of initial bids to purchase the Bonds. Upon sale of the Bonds, the Official Statement will be completed and delivered to the Underwriter.

IN THE OPINION OF BOND COUNSEL, THE BONDS ARE VALID OBLIGATIONS OF ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, AND INTEREST ON THE BONDS IS EXCLUDABLE FROM GROSS INCOME FOR PURPOSES OF FEDERAL INCOME TAXATION UNDER STATUTES, REGULATIONS, PUBLISHED RULINGS AND COURT DECISIONS EXISTING ON THE DATE OF SUCH OPINION SUBJECT TO THE MATTERS DESCRIBED UNDER "LEGAL MATTERS" HEREIN, INCLUDING THE ALTERNATIVE MINIMUM TAX ON CERTAIN CORPORATIONS. SEE "LEGAL MATTERS" HEREIN FOR A DISCUSSION OF THE OPINION OF BOND COUNSEL.

THE BONDS WILL BE DESIGNATED "QUALIFIED TAX-EXEMPT OBLIGATIONS" FOR FINANCIAL INSTITUTIONS. SEE "LEGAL MATTERS—Qualified Tax-Exempt Obligations."

BOOK-ENTRY-ONLY

$2,500,000
ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2
(A political subdivision of the State of Texas located within Brazos County)
UNLIMITED TAX BONDS
SERIES 2026

Dated: December 1, 2026 **Due: September 1, as shown below**
Interest Accrual Date: Date of Delivery

Principal of the bonds described above (the "Bonds") will be payable at maturity or earlier redemption at the principal payment office of the Paying Agent/Registrar, initially The Bank of New York Mellon Trust Co., N.A., Houston, Texas (the "Paying Agent/Registrar"). Interest on the Bonds will accrue from the initial date of delivery (expected to be on or about December 10, 2026) (the "Delivery Date") and will be payable on March 1 and September 1 of each year commencing March 1, 2027 until maturity or prior redemption and will be calculated on the basis of a 360-day year consisting of twelve 30-day months. The Bonds will be issued in fully registered form only in denominations of $5,000 each or integral multiples thereof. The Bonds will be subject to redemption prior to their maturity, as shown below.

The Bonds will be registered and delivered only in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Beneficial Owners (as defined herein under "BOOK-ENTRY-ONLY SYSTEM") of the Bonds will not receive physical certificates representing the Bonds but will receive a credit balance on the books of the DTC participants. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent/Registrar, as herein defined, directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent disbursement to the Beneficial Owners. See "BOOK-ENTRY-ONLY SYSTEM."

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS

Due (Sept 1)	Principal Amount (a)	Interest Rate	Initial Reoffering Yield (b)	CUSIP Number (d)	Due (Sept 1)	Principal Amount (a)	Interest Rate	Initial Reoffering Yield (b)	CUSIP Number (d)
2028	$ 80,000				2040	$ 110,000 (c)			
2029	85,000				2041	115,000 (c)			
2030	85,000				2042	115,000 (c)			
2031	90,000				2043	120,000 (c)			
2032	90,000				2044	120,000 (c)			
2033	95,000 (c)				2045	125,000 (c)			
2034	95,000 (c)				2046	130,000 (c)			
2035	95,000 (c)				2047	130,000 (c)			
2036	100,000 (c)				2048	135,000 (c)			
2037	100,000 (c)				2049	135,000 (c)			
2038	105,000 (c)				2050	140,000 (c)			
2039	105,000 (c)								

(a) The Underwriter (as herein defined) may designate one or more maturities as term bonds. See accompanying "OFFICIAL NOTICE OF SALE" and "OFFICIAL BID FORM."

(b) Initial reoffering yield represents the initial offering yield to the public, which has been established by the Underwriter for offers to the public and which may be subsequently changed by the Underwriter and is the sole responsibility of the Underwriter. The initial reoffering yields indicated above represent the lower of the yields resulting when priced to maturity or to the first call date.

(c) The Bonds maturing on or after September 1, 2033 are subject to redemption prior to maturity at the option of the District, in whole or, from time to time in part, on September 1, 2032, or on any date thereafter, at a price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption. See "THE BONDS—Redemption Provisions."

(d) CUSIP Numbers have been assigned to the Bonds by CUSIP Global Services and are included solely for the convenience of the purchasers of the Bonds. Neither the District nor the Underwriter shall be responsible for the selection or correctness of the CUSIP Numbers set forth herein.

The Bonds, when issued, will constitute valid and legally binding obligations of Rock Prairie Management District No. 2 (the "District") and will be payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District, as further described herein. The Bonds are obligations solely of the District and are not obligations of the State of Texas, Brazos County, the City of College Station or any entity other than the District. Investment in the Bonds is subject to special investment considerations described herein. See "RISK FACTORS."

The Bonds are offered when, as and if issued by the District, subject, among other things, to the approval of the Bonds by the Attorney General of Texas and the approval of certain legal matters by Schwartz, Page & Harding, L.L.P., Houston, Texas, Bond Counsel. Delivery of the Bonds in book-entry form through DTC is expected on or about December 10, 2026.

BIDS DUE: THURSDAY, NOVEMBER 12, 2026 AT 9:45 A.M., HOUSTON TIME, HOUSTON, TEXAS
BID AWARD: THURSDAY, NOVEMBER 12, 2026 AT 2:00 P.M., HOUSTON TIME, COLLEGE STATION, TEXAS

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USE OF INFORMATION IN OFFICIAL STATEMENT

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission, as amended and in effect on the date hereof, this document constitutes an Official Statement with respect to the Bonds that has been "deemed final" by the District as of its date except for the omission of no more than the information permitted by Rule 15c2-12.

No dealer, broker, salesman or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement, and, if given or made, such other information or representation must not be relied upon as having been authorized by the District.

This Official Statement is not to be used in an offer to sell or the solicitation of an offer to buy in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

All of the summaries of the statutes, orders, contracts, audited financial statements, engineering and other related reports set forth in this Official Statement are made subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents, copies of which are available from Schwartz, Page & Harding, L.L.P., 1300 Post Oak Boulevard, Suite 2400, Houston, Texas, 77056 upon payment of the costs of duplication.

References to web site addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, SEC Rule 15c2-12, as amended.

This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion herein contained are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the District or other matters described herein since the date hereof. However, the District has agreed to keep this Official Statement current by amendment or sticker to reflect material changes in the affairs of the District and, to the extent that relevant information actually comes to its attention, the other matters described in this Official Statement until delivery of the Bonds to the Underwriter, and thereafter only as specified in "UPDATING OF OFFICIAL STATEMENT."

OFFICIAL STATEMENT SUMMARY

The following information is qualified in its entirety by the detailed information and financial statements appearing elsewhere in this Official Statement. The summary should not be detached and should be used in conjunction with more complete information contained herein. A full review should be made of the entire OFFICIAL STATEMENT and of the documents summarized or described therein.

THE DISTRICT

Description and Location ..... The District was created in 2013 by a special act of the 83rd Texas Legislature, House Bill 3874, Regular Session, codified as Chapter 3909, Texas Special District Local Laws Code (the "Act") pursuant to Sections 52 and 52-a, Article III, and Section 59, Article XVI, of the Texas Constitution. The District contains approximately 319 acres of land and is located on the east side of Texas State Highway 6 between Rock Prairie Road and William D. Fitch Parkway, which is approximately 5 miles south of the central business district of the City of College Station. The district lies entirely within the corporate limits of the City of College Station (the "City") and within the boundaries of the College Station Independent School District. See "THE DISTRICT" and "AERIAL PHOTO."

The Developers ..... Approximately 120 acres within the District is being developed as Midtown City Center by College Station Town Center, Inc., a Texas corporation ("CSTC"), which was formed for the sole purpose of developing its land in the District. Its only substantial asset consists of land in the District. James Murr is the President of CSTC and an owner of a portion of CSTC. Currently, CSTC owns approximately 78 acres of land within the District, all of which is served with trunk utilities and has no vertical improvements.

Approximately 172 acres of land within the District is being developed as Midtown Reserve for single family purposes by College Station Downtown Residential LLC ("CSDR"), a Texas limited liability company, which was formed for the sole purpose of developing its land in the District. Its only substantial asset consists of land in the District. James Murr is a director of DM-CSDR Inc., which is a member of CSDR. Currently, CSDR owns approximately 45 acres within the District, all of which is served with trunk utilities and has no vertical improvements.

CSTC and CSDR are collectively referred to herein as the "Developers." Neither the Developers nor any of their affiliates are obligated to pay any principal or interest on the Bonds. See "THE DEVELOPERS."

The Developers have each entered into various Utility Development Agreements with the District to provide for the financing and construction of water, sewer, drainage and road facilities for the District. See "THE DEVELOPERS" and "TAX DATA—Principal Taxpayers."

The remaining developable land in the District is owned by several property owners.

Status of Development ..... Water, sewer and drainage facilities, as well as roads, are complete to serve Midtown Reserve Subdivision (approximately 93 acres developed into 850 single family residential lots). Home construction began in 2019 and, as of August 1, 2026, the District consisted of 590 completed and occupied homes, 10 completed and unoccupied homes, 27 homes under construction, 1 model home, and 222 vacant developed lots. Homebuilding in the District is currently being conducted by DR Horton, Kaleo Homes, Stylecraft Builders, and Boxwood Homes. New homes in the District range in price from approximately $240,000 to $550,000.

Utility trunk facilities and roads have also been constructed to serve approximately 84 acres of commercial and multi-family development within the District. Commercial development to date includes an office park located on approximately 5 acres, Accel at College Station, a 116-bed transitional care and rehabilitation facility located on approximately 4 acres, and a 264-unit apartment complex located on approximately 13 acres. The remaining 62 acres of commercial and multi-family reserves do not have vertical construction. See "TAX DATA—Principal Taxpayers."

The balance of the District consists of approximately 71 undeveloped but developable acres and approximately 71 undevelopable acres of easements, parks and rights-of-way. See "THE DISTRICT-Status of Development."

Water and Wastewater ..... Retail water and wastewater service for development within the District is provided by College Station Utilities ("CSU"). CSU holds the requisite certificates of convenience and necessity over the land within the District. See "UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION."

THE FINANCING

The Issue..... $2,500,000 Rock Prairie Management District No. 2 Unlimited Tax Bonds, Series 2026, dated December 1, 2026. The Bonds mature serially on September 1 in each of the years from 2028 through 2050, both inclusive, in the respective amounts and bearing interest at the rates for each maturity shown on the cover page hereof. Interest on the Bonds will accrue from the Delivery Date (expected to be on or about December 10, 2026) and will be payable March 1 and September 1 of each year commencing March 1, 2027 until maturity or prior redemption and will be calculated on the basis of 360-day year consisting of twelve 30-day months. The Bonds maturing on or after September 1, 2033 are subject to optional redemption, in whole or, from time to time, in part, on September 1, 2032, or on any date thereafter, at a price equal to the principal amount of the Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption. If less than all the Bonds are redeemed, the particular maturity or maturities and the amounts thereof to be redeemed shall be selected by the District in integral multiples of $5,000 in any one maturity. If less than all the Bonds within a maturity are redeemed, the Bonds to be redeemed shall be selected by DTC in accordance with its procedures. See "BOOK-ENTRY-ONLY SYSTEM" and "THE BONDS—Redemption Provisions." The Bonds will be issued in fully registered form only, in denominations of $5,000 or any integral multiple thereof. See "THE BONDS."

Book-Entry-Only ..... The Bonds will be registered in the name of, and delivered only to, Cede & Co., the nominee of DTC, pursuant to the Book-Entry-Only System described herein. Beneficial ownership of the Bonds may be acquired in denominations of $5,000 or integral multiples thereof. No physical delivery of the Bonds will be made to the Beneficial Owners. Principal of and interest on the Bonds will be payable by the Paying Agent/Registrar to Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC, which will make distribution of the amounts so paid to the participating members of DTC for subsequent payment to the Beneficial Owners of the Bonds. See "BOOK-ENTRY- ONLY SYSTEM."

Authority for Issuance ..... The Bonds are the first series of bonds issued out of an aggregate of $71,400,000 principal amount of unlimited tax bonds authorized by the District's voters for the purpose of acquiring or constructing water, sanitary sewer and drainage facilities. The Bonds are issued by the District pursuant to the terms and provisions of the Bond Order (as defined herein), Article XVI, Section 59 of the Texas Constitution, Chapter 49 of the Texas Water Code, as amended, the general laws of the State of Texas, Chapter 3909 Texas Special District Local Laws Code; Chapter 375 of the Texas Local Government Code, as amended; the consent of the City and an Order of the Texas Commission on Environmental Quality (the "TCEQ" or "Commission"). See "THE BONDS—Authority for Issuance."

Source of Payment..... The Bonds are payable from a continuing direct annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District. The Bonds are obligations solely of the District and are not obligations of the State of Texas, Brazos County, the City of College Station or any entity other than the District. See "THE BONDS—Source and Security for Payment."

Use of Proceeds..... Proceeds of the Bonds will be used to finance items described herein under "USE AND DISTRIBUTION OF BOND PROCEEDS." In addition, Bond proceeds will be used to capitalize an amount equal to the lesser of $125,000 or twelve (12) months of interest on the Bonds; to pay operating advances; to pay interest on funds advanced by the Developers on behalf of the District; and to pay engineering fees and administrative costs and certain other costs related to the issuance of the Bonds. See "USE AND DISTRIBUTION OF BOND PROCEEDS."

Payment Record ..... The District has previously issued $13,650,000 principal amount of unlimited tax road bonds in six series (the "Previously Issued Bonds"). The District has a total of $12,930,000 principal amount of bonds outstanding as of September 2, 2026 (the "Outstanding Bonds"). The District has never defaulted on the debt service payments on the Previously Issued Bonds. See "FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)—Outstanding Bonds."

Municipal Bond Rating and Municipal Bond Insurance .... The District has not applied for an underlying rating nor is it expected that the District would have received an investment grade rating had such application been made. Applications have been made to various municipal bond insurance companies for qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option of the Underwriter at the Underwriter's expense. See "RISK FACTORS—Risk Factors Related to the Purchase of Municipal Bond Insurance" and "MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE."

Qualified Tax-Exempt Obligations ..... The District will designate the Bonds as "qualified tax-exempt obligations" pursuant to Section 265(b) of the Internal Revenue Code of 1986, as amended. See "LEGAL MATTERS—Qualified Tax-Exempt Obligations."

Bond Counsel ..... Schwartz, Page & Harding, L.L.P., Houston, Texas.

Engineer ..... EHRA Engineering, Houston, Texas and Schultz Engineering, LLC, College Station, Texas.

Disclosure Counsel..... McCall, Parkhurst & Horton L.L.P, Houston, Texas.

Financial Advisor ..... Masterson Advisors LLC, Houston, Texas.

Paying Agent/Registrar ..... The Bank of New York Mellon Trust Company, N.A., Houston, Texas.

RISK FACTORS

The purchase and ownership of the Bonds are subject to special investment considerations, and all prospective purchasers are urged to examine carefully the entire Official Statement with respect to the investment security of the Bonds, including particularly the section captioned "RISK FACTORS."

FINANCIAL INFORMATION (UNAUDITED)

2026 Taxable Assessed Valuation	$228,890,839 (a)
Estimate of Taxable Assessed Valuation as of August 15, 2026	$258,806,749 (b)
Gross Direct Debt Outstanding	$15,430,000 (c)
Estimated Overlapping Debt	14,685,690
Total Gross Direct Debt and Estimated Overlapping Debt	$30,115,690
Ratios of Gross Direct Debt to:	
2026 Taxable Assessed Valuation	6.74%
Estimate of Taxable Assessed Valuation as of August 15, 2026	5.96%
Ratios of Gross Direct and Estimated Overlapping Debt to:	
2026 Taxable Assessed Valuation	13.16%
Estimate of Taxable Assessed Valuation as of August 15, 2026	11.64%
2026 Debt Service Tax Rate	$0.480
2026 Maintenance Tax Rate	0.170
Total	$0.650
Average Annual Debt Service Requirement (2027-2050)	$1,019,500 (d)
Maximum Annual Debt Service Requirement (2028)	$1,132,925 (d)
Tax Rate Required to Pay Average Annual Debt Service (2027-2050) at a 95% Collection Rate	
Based upon 2026 Taxable Assessed Valuation	$0.47
Based upon Estimate of Taxable Assessed Valuation as of August 15, 2026	$0.42
Tax Rate Required to Pay Maximum Annual Debt Service (2028) at a 95% Collection Rate	
Based upon 2026 Taxable Assessed Valuation	$0.53
Based upon Estimate of Taxable Assessed Valuation as of August 15, 2026	$0.47

Status of Residential Development as of August 1, 2026 (e):

Total Homes Completed (including 590 occupied)	600
Homes Under Construction	27
Model Homes	1
Vacant Developed Lots	222
Multi-Family (264 units)	1
Estimated 2026 Population	2,593(f)

(a) As certified by the Brazos Central Appraisal District (the "Appraisal District"). See "TAXING PROCEDURES."

(b) Provided by the Appraisal District for informational purposes only. Such amounts reflect an estimate of the taxable appraised value within the District on August 15, 2026. No tax will be levied on such amount. Taxes are levied on taxable value certified by the Appraisal District as of January 1 of each year. See "TAXING PROCEDURES."

(c) After giving effect to issuance of the Bonds. See "FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)—Outstanding Bonds."

(d) See "FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)—Debt Service Requirements."

(e) See "THE DISTRICT—Land Use" and "Status of Development."

(f) Based upon 3.5 persons per occupied single-family residence and 2 persons per occupied multi-family residence.

PRELIMINARY OFFICIAL STATEMENT

$2,500,000
ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2
(A political subdivision of the State of Texas located within Brazos County)

UNLIMITED TAX BONDS
SERIES 2026

This Official Statement provides certain information in connection with the issuance by Rock Prairie Management District No. 2 (the "District") of its $2,500,000 Unlimited Tax Bonds, Series 2026 (the "Bonds").

The Bonds are issued pursuant to a Bond Order authorizing the issuance of the Bonds (the "Bond Order") adopted by the Board of Directors of the District (the "Board"); an election held within the District on November 3, 2015; Article XVI, Section 59 of the Texas Constitution, Chapters 49 and 54 of the Texas Water Code, as amended, the general laws of the State of Texas; and an Order of the Texas Commission on Environmental Quality (the "TCEQ"); Chapter 375, Texas Local Government Code, as amended; and the consent of the City of College Station (the "City" or "College Station").

This Official Statement includes descriptions, among others, of the Bonds and the Bond Order, and certain other information about the District and College Station Town Center, Inc. and College Station Downtown Residential LLC (collectively, the "Developers"), the developers of land within the District. All descriptions of documents contained herein are only summaries and are qualified in their entirety by reference to each document. Copies of documents may be obtained from the District upon payment of the costs of duplication therefor.

THE BONDS

General

The following is a description of some of the terms and conditions of the Bonds, which description is qualified in its entirety by reference to the Bond Order, a copy of which is available from Bond Counsel upon payment of the costs of duplication therefor. The Bond Order authorizes the issuance and sale of the Bonds and prescribes the terms, conditions and provisions for the payment of the principal of and interest on the Bonds by the District.

Description

The Bonds will be dated December 1, 2026, with interest payable on March 1, 2027, and on each September 1 and March 1 thereafter (each an "Interest Payment Date") until the earlier of maturity or redemption. Interest on the Bonds initially accrues from the Delivery Date (expected to be on or about December 10, 2026) of the Bonds to the Underwriter thereof, and thereafter, from the most recent Interest Payment Date. The Bonds mature on September 1 in each of the years and in the amounts shown under "MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND INITIAL REOFFERING YIELDS" on the cover page hereof. The Bonds are issued in fully registered form only in denominations of $5,000 or any integral multiple of $5,000 for any one maturity. The Bonds will be registered and delivered only to The Depository Trust Company, New York, New York ("DTC"), in its nominee name of Cede & Co., pursuant to the book-entry system described herein ("Registered Owners"). No physical delivery of the Bonds will be made to the purchasers thereof. See "BOOK-ENTRY-ONLY SYSTEM." Interest calculations are based upon a three hundred sixty (360) day year comprised of twelve (12) thirty (30) day months.

Authority for Issuance

At an election held within the District on November 3, 2015, voters of the District authorized a total of $71,400,000 in unlimited tax bonds for the purpose of acquiring or constructing water, sanitary sewer and drainage facilities. The Bonds constitute the first issuance of bonds from such authorization. After the issuance of the Bonds, a total of $68,900,000 in principal amount of unlimited tax bonds for water, sanitary sewer and drainage facilities will remain authorized but unissued. The Bonds are issued by the District pursuant to the terms and provisions of the Bond Order; Article XVI, Section 59 of the Texas Constitution, Chapter 49 of the Texas Water Code, as amended; the general laws of the State of Texas; Chapter 3909, Texas Special District Local Laws Code; an Order of the TCEQ; Chapter 375, Texas Local Government Code, as amended; the consent of the City; and an election held within the District as described above.

Source and Security for Payment

The Bonds, together with the Outstanding Bonds and any additional bonds payable from ad valorem taxes, are secured by and payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property located within the District. See "TAXING PROCEDURES." Investment in the Bonds involves certain elements of risk, and all prospective purchasers are urged to examine carefully this Official Statement with respect to the investment security of the Bonds. See "RISK FACTORS." The Bonds are obligations solely of the District and are not obligations of the City of College Station, Brazos County, the State of Texas, or any political subdivision or entity other than the District.

Funds

The Bond Order confirms the prior creation of the District's Debt Service Fund, including the sub-accounts which are used to separate funds received to pay debt service on bonds issued to finance water, wastewater and storm drainage facilities ("WSD Bonds") from funds received to pay debt service on bonds issued to finance road facilities ("Road Bonds"). The Bond Order also confirms the District's Construction Fund, including the sub-accounts which are used to separate proceeds from WSD Bonds and Road Bonds. An amount equal to the lesser of $125,000 or twelve months of interest on the Bonds will be deposited from the proceeds from sale of the Bonds into the sub-account of the Debt Service Fund created in respect of WSD Bonds. All remaining proceeds of the Bonds will be deposited in the sub-account of the Construction Fund created in respect of WSD Bonds. See "USE AND DISTRIBUTION OF BOND PROCEEDS" for a complete description of the use of Bond Proceeds.

The proceeds from all taxes levied, appraised and collected for and on account of the Bonds authorized by the Bond Order shall be deposited, as collected, into the sub-account of the Debt Service Fund created in respect of WSD Bonds. The Debt Service Fund, which constitutes a trust fund for the benefit of the owners of the Outstanding Bonds, the Bonds and any additional tax bonds issued by the District, is to be kept separate from all other funds of the District, and funds in the sub-accounts created in respect of WSD Bonds are to be used for payment of debt service on the Bonds and any of the District's duly authorized WSD Bonds, whether heretofore, hereunder, or hereafter issued, payable in whole or part from taxes. Amounts on deposit in the sub-accounts of the Debt Service Fund created in respect of WSD Bonds may also be used to pay the fees and expenses of the Paying Agent/Registrar, to defray the expenses of assessing and collecting taxes levied for payment of interest on and principal of the Bonds, the Outstanding Bonds and any of the Districts duly authorized additional bonds, whether heretofore, hereunder, or hereafter issued, payable in whole or in part from taxes, and to pay any tax anticipation notes issued in respect of debt service due to or become due on WSD Bonds, together with interest thereon, as such tax anticipation notes become due. Funds otherwise on deposit in the Debt Service Fund, including funds in a sub-account created in respect of Road Bonds, will not be allocated to the payment of the Bonds.

Record Date

The record date for payment of the interest on any regularly scheduled interest payment date is defined as the 15th day of the month (whether or not a business day) preceding such interest payment date.

Redemption Provisions

The District reserves the right, at its option, to redeem the Bonds maturing on and after September 1, 2033, prior to their scheduled maturities, in whole or from time to time in part, in integral multiples of $5,000, on September 1, 2032, or any date thereafter, at a price equal to the principal amount thereof plus accrued interest thereon to the date fixed for redemption. If fewer than all of the Bonds are to be redeemed, the particular maturity or maturities and the amounts thereof to be redeemed shall be determined by the District. If fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds shall be selected by DTC in accordance with its procedures. See "BOOK-ENTRY-ONLY SYSTEM." Notice of each exercise of the reserved right of optional redemption shall be given by the Paying Agent/Registrar at least thirty (30) calendar days prior to the redemption date, in the manner specified in the Bond Order.

By the redemption date, due provision shall be made with the Paying Agent/Registrar for payment of the principal of the Bonds or portions thereof to be redeemed, plus accrued interest to the redemption date. When Bonds have been called for redemption in whole or in part and due provision has been made to redeem the same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Registered Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

Method of Payment of Principal and Interest

The Board has appointed The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Houston, Texas, as the initial Paying Agent/Registrar for the Bonds. The principal of and interest on the Bonds shall be paid to DTC, which will make distribution of the amounts so paid. See "BOOK-ENTRY-ONLY SYSTEM."

Registration

Section 149(a) of the Internal Revenue Code of 1986, as amended, requires that all tax-exempt obligations (with certain exceptions that do not include the Bonds) be in registered form in order for the interest payable on such obligations to be excludable from a Beneficial Owner's income for federal income tax purposes. The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. pursuant to the Book-Entry-Only System described herein. One fully-registered Bond will be issued for each maturity of the Bonds and will be deposited with DTC. See "BOOK- ENTRY-ONLY SYSTEM." So long as any Bonds remain outstanding, the District will maintain at least one paying agent/registrar in the State of Texas for the purpose of maintaining the Register on behalf of the District.

Replacement of Paying Agent/Registrar

Provision is made in the Bond Order for replacement of the Paying Agent/Registrar. If the Paying Agent/Registrar is replaced by the District, the new paying agent/registrar shall be required to accept the previous Paying Agent/Registrar's records and act in the same capacity as the previous Paying Agent/Registrar. Any paying agent/registrar selected by the District shall be a duly qualified and competent trust or banking corporation or organization organized and doing business under the laws of the United States of America or of any State thereof, with a combined capital and surplus of at least $25,000,000, which is subject to supervision of or examination by federal or state banking authorities, and which is a transfer agent duly registered with the United States Securities and Exchange Commission.

Legal Investment and Eligibility to Secure Public Funds in Texas

The following is quoted from Section 49.186 of the Texas Water Code, and is applicable to the District:

"(a) All bonds, notes, and other obligations issued by a district shall be legal and authorized investments for all banks, trust companies, building and loan associations, savings and loan associations, insurance companies of all kinds and types, fiduciaries, and trustees, and for all interest and sinking funds and other public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic.

(b) A district's bonds, notes, and other obligations are eligible and lawful security for all deposits of public funds of the state, and all agencies, subdivisions, and instrumentalities of the state, including all counties, cities, towns, villages, school districts, and all other kinds and types of districts, public agencies, and bodies politic, to the extent of the market value of the bonds, notes, and other obligations when accompanied by any unmatured interest coupons attached to them."

The Public Funds Collateral Act (Chapter 2257, Texas Government Code) also provides that bonds of the District (including the Bonds) are eligible as collateral for public funds.

No representation is made that the Bonds will be suitable for or acceptable to financial or public entities for investment or collateral purposes. No representation is made concerning other laws, rules, regulations or investment criteria which apply to or which might be utilized by any of such persons or entities to limit the acceptability or suitability of the Bonds for any of the foregoing purposes. Prospective purchasers are urged to carefully evaluate the investment quality of the Bonds as to the suitability or acceptability of the Bonds for investment or collateral purposes.

Issuance of Additional Debt

The District's voters have authorized the issuance of a total of $71,400,000 unlimited tax bonds for the purpose of acquiring or constructing water, sanitary sewer and drainage facilities and could authorize additional amounts. Following the issuance of the Bonds, the District will have $68,900,000 of unlimited tax bonds authorized but unissued for said improvements and facilities. The District's voters have also authorized the issuance of a total of $106,600,000 unlimited tax bonds for the purpose of acquiring or constructing road facilities, and could authorize additional amounts. The District voters have authorized a total of $178,000,000 unlimited tax refunding bonds for the purpose of refunding outstanding bonds of the District and could authorize additional amounts. A total of $92,950,000 principal amount of unlimited tax bonds for the purpose of financing and constructing road facilities remains unissued. No bonds have been issued from said unlimited tax refunding authorization.

The Bond Order imposes no limitation on the amount of additional parity bonds which may be authorized for issuance by the District's voters or the amount ultimately issued by the District.

Financing Road Facilities

Pursuant to provisions of the Texas Constitution and the Act, as defined herein, the District is authorized to develop and finance with property taxes certain road facilities following a successful District election to approve the issuance of road bonds payable from taxes. At an election held within the District on November 3, 2015, voters of the District authorized a total of $106,600,000 in principal amount of unlimited tax bonds for acquiring and constructing road facilities, of which $92,950,000 principal amount remains unissued. See "—Issuance of Additional Debt" herein and "RISK FACTORS – Future Debt." Issuance of additional bonds for road facilities may dilute the investment security for the Bonds.

Financing Recreational Facilities

The District is authorized to finance, operate, maintain and construct certain recreational facilities; provided, however, the District may not issue bonds payable from ad valorem taxes for said recreational facilities.

Abolishment

Under Texas law, the District may be abolished and dissolved by the City without the District's consent; provided, however, the City's right to dissolve the District is limited by the terms set forth in the Utility Agreement. See "UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION." If the District is abolished, the City will assume the District's assets and obligations (including the Bonds) and abolish the District within ninety (90) days thereafter. Prior to abolishment and dissolution by the City, the District shall have the opportunity to discharge any obligations of the District by selling its bonds or by causing the City to sell bonds of the City in an amount necessary to discharge such obligations. Abolishment of the District by the City is a policymaking matter within the discretion of the Mayor and the City Council of the City, and, therefore, the District makes no representation that abolishment will or will not occur. Moreover, no representation is made concerning the ability of the City of College Station to make debt service payments should abolishment occur.

Remedies in Event of Default

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Order, or defaults in the observance or performance of any other covenants, conditions, or obligations set forth in the Bond Order, the Registered Owners have the right to seek a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Order. Except for mandamus, the Bond Order does not specifically provide for remedies to protect and enforce the interests of the Registered Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Registered Owners. Certain traditional legal remedies may also not be available. See "RISK FACTORS—Registered Owners' Remedies."

Defeasance

The Bond Order provides that the District may discharge its obligations to the Registered Owners of any or all of the Bonds to pay principal, interest and redemption price thereon in any manner permitted by law. Under current Texas law, such discharge may be accomplished either (i) by depositing with the Comptroller of Public Accounts of the State of Texas a sum of money equal to the principal of, premium, if any, and all interest to accrue on the Bonds to maturity or redemption or (ii) by depositing with any place of payment (paying agent) for obligations of the District payable from revenues or from ad valorem taxes or both, or a commercial bank or trust company designated in the proceedings authorizing such discharge amounts sufficient to provide for the payment and/or redemption of the Bonds; provided that such deposits may be invested and reinvested only in (a) direct noncallable obligations of the United States of America, including obligations that are unconditionally guaranteed by the United States of America, (b) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; and (c) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the District adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent. The foregoing obligations may be in book entry form and shall mature and/or bear interest payable at such times and in such amounts as will be sufficient to provide for the scheduled payment and/or redemption of the Bonds. If any of such Bonds are to be redeemed prior to their respective dates of maturity, provision must have been made for giving notice of redemption as provided in the Bond Order.

Upon such deposit as described above, such Bonds shall no longer be regarded to be outstanding or unpaid. After firm banking and financial arrangements for the discharge and final payment or redemption of the Bonds have been made as described above, all rights of the District to initiate proceedings to call the Bonds for redemption or take any other action amending the terms of the Bonds are extinguished; provided, however, that the right to call the Bonds for redemption is not extinguished if the District: (i) in the proceedings providing for the firm banking and financial arrangements, expressly reserves the right to call the Bonds for redemption; (ii) gives notice of the reservation of that right to the owners of the Bonds immediately following the making of the firm banking and financial arrangements; and (iii) directs that notice of the reservation be included in any redemption notices that it authorizes.

There is no assurance that the current law will not be changed in a manner which would permit investments other than those described above to be made with amounts deposited to defease the Bonds. Because the Bond Order does not contractually limit such investments, Registered Owners may be deemed to have consented to defeasance with such other investments, notwithstanding the fact that such investments may not be of the same investment quality as those currently permitted under Texas law.

BOOK-ENTRY-ONLY SYSTEM

This section describes how ownership of the Bonds is to be transferred and how the principal of, premium, if any, and interest on the Bonds are to be paid to and credited by The Depository Trust Company, New York, New York, ("DTC") while the Bonds are registered in its nominee name. The information in this section concerning DTC and the Book- Entry-Only System has been provided by DTC for use in disclosure documents such as this Official Statement. The District and the Financial Advisor believe the source of such information to be reliable, but neither of the District or the Financial Advisor take any responsibility for the accuracy or completeness thereof.

The District cannot and does not give any assurance that (1) DTC will distribute payments of debt service on the Bonds, or redemption or other notices, to DTC Participants, (2) DTC Participants or others will distribute debt service payments paid to DTC or its nominee (as the registered owner of the Bonds), or redemption or other notices, to the Beneficial Owners, or that they will do so on a timely basis, or (3) DTC will serve and act in the manner described in this Official Statement. The current rules applicable to DTC are on file with the Securities and Exchange Commission, and the current procedures of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company ("DTC"), New York, New York, will act as securities depository for the Bonds. The Bonds will be issued as fully-registered Bonds registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.6 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a rating of "AA+" from S&P Global Ratings. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

All payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the District or the Paying Agent/Registrar, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with Bonds held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Paying Agent/Registrar, or the District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the District or the Paying Agent/Registrar, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the District or the Paying Agent/Registrar. Under such circumstances, in the event that a successor depository is not obtained, Bond certificates are required to be printed and delivered.

The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the District believes to be reliable, but neither the District nor the Underwriters take any responsibility for the accuracy thereof.

THE DISTRICT

General

The District is a municipal management district created in 2013 by a special act of the 83rd Texas Legislature, House Bill 3874, Regular Session, codified as Chapter 3909, Texas Special District Local Laws Code (the "Act") pursuant to Sections 52 and 52-a, Article III, and Section 59, Article XVI, of the Texas Constitution, and operates under the provisions of the Act, Chapter 49, Texas Water Code, as amended, Chapter 375, Texas Local Government Code, as amended, and other general statutes of Texas applicable to municipal management districts. The District contains approximately 319 acres of land and is located on the east side of Texas State Highway 6 between Rock Prairie Road and William D. Fitch Parkway, which is approximately 5 miles south of the central business district of the City. The District lies entirely within the corporate limits of the City and within the boundaries of the College Station Independent School District. See "AERIAL PHOTO." The District is subject to the continuing supervisory jurisdiction of the TCEQ.

The District is empowered, among other things, to finance, purchase, construct, operate and maintain all works, improvements, facilities and plants necessary for the supply and distribution of water; the collection, transportation, and treatment of wastewater; and the control and diversion of storm water. The District is also empowered to construct and finance certain road facilities. The District may issue bonds and other forms of indebtedness to purchase or construct all of such facilities. The District may also provide solid waste disposal and collection services. Additionally, the District is empowered to finance operate, maintain and construct recreational facilities, but may not issue bonds payable from ad valorem taxes therefor. See "THE BONDS-Issuance of Additional Debt", "-Financing Road Facilities" and "-Financing Recreational Facilities."

The TCEQ exercises continuing supervisory jurisdiction over the District with respect to water, wastewater and drainage projects. The District is required to observe certain requirements of the City which, along with Texas law, limit the purposes for which the District may sell bonds for the acquisition, construction, and improvement of facilities and the refunding of outstanding debt obligations; limit the net effective interest rate on such bonds and other terms of such bonds; and require certain public facilities to be designed in accordance with applicable City standards. Construction and operation of the District's facilities are subject to the regulatory jurisdiction of additional government agencies. See "UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION."

Land Use

Single-Family Residential	Approximate Acres	Lots
Midtown Reserve Subdivision:		
Phase 100	3	26
Phase 102	6	62
Phase 103	1	9
Phase 104	4	36
Phase 105	7	69
Phase 106	5	46
Phase 107	5	48
Phase 108	5	46
Phase 109	6	25
Phase 110	9	78
Phase 111	2	21
Phase 112	2	19
Phase 113	6	52
Phase 114	10	122
Phase 116	9	42
Phase 200	5	49
Phase 201	6	55
Phase 404A	1	22
Phase 404B	1	23
Subtotal	93	850
Developed Commercial (Office Park and Rehab Center)	9	---
Commercial Reserves served with Trunk Utilites (no vertical)	62	---
Multi-family Reserves	13	---
Remaining Developable Acreage	71	---
Non-Developable (Easements, Parks and Rights-of-way)	71	---
Total	319	850

Status of Development

Water, sewer and drainage facilities, as well as roads, are complete to serve Midtown Reserve Subdivision (approximately 93 acres developed into 850 single family residential lots). Home construction began in 2019 and, as of August 1, 2026, the District consisted of 590 completed and occupied homes, 10 completed and unoccupied homes, 27 homes under construction, 1 model home, and 222 vacant developed lots. Homebuilding in the District is currently being conducted by DR Horton, Kaleo Homes, Stylecraft Builders, and Boxwood Homes. New homes in the District range in price from approximately $240,000 to $550,000.

Utility trunk facilities and roads have also been constructed to serve 84 acres of commercial and multi-family development within the District. Commercial development to date includes an office park located on approximately 5 acres, Accel at College Station, a 116-bed transitional care and rehabilitation facility located on approximately 4 acres, and a 264-unit apartment complex located on approximately 13 acres. The remaining 62 acres of commercial and multi-family reserves do not have vertical construction. See "TAX DATA—Principal Taxpayers."

The balance of the District consists of approximately 71 undeveloped but developable acres and approximately 71 undevelopable acres of easements, parks and rights-of-way.

Future Development

Approximately 71 developable acres of land in the District are not yet fully served with the water, sanitary sewer, drainage, storm sewer or road facilities necessary for the construction of taxable improvements. While the Developers anticipate future development of this acreage as business conditions warrant, there can be no assurances if and when any of such undeveloped land will ultimately be developed. The District anticipates issuing additional bonds to accomplish full development of the District. See "RISK FACTORS—Possible Impact on District Tax Rates." The Engineer has stated that under current development plans, the remaining authorized but unissued bonds ($92,950,000 principal amount for road facilities and $68,900,000 principal amount for water, sanitary sewer, drainage facilities) should be sufficient to finance the construction of water, sanitary sewer, drainage and road facilities required for full development of the District.

UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION

The District operates pursuant to a Utility and Road Agreement between the City and the District, dated as of February 17, 2015 (the "Utility Agreement"). Pursuant to the Utility Agreement, the District assumed responsibility for acquiring and constructing for the benefit of the City, the water distribution, wastewater collection, storm water, and road facilities, to serve development occurring within the boundaries of the District (the "Facilities"). The District has agreed to convey, and the City has agreed to accept, the Facilities, except for stormwater detention facilities and recreational facilities, for operation and maintenance at the sole cost of the City in consideration for the District's financing, acquisition and construction of the Facilities. It is the City's obligation to set rates and charges for the use of the Facilities and to bill and collect such rates and charges from customers of the Facilities. The City has agreed to charge residents of the District equal and uniform water and wastewater rates as those users of similar classifications in non-municipal utility district areas of the City. All revenues from the Facilities belong exclusively to the City. The Utility Agreement provides that the Facilities shall be designed and constructed in accordance with the City's requirements and criteria.

The City has agreed to provide the District with its ultimate requirements for water supply capacity and wastewater treatment capacity without capital charges of any kind. The City has covenanted to maintain the Facilities, or cause the Facilities to be maintained, in good condition and working order and to operate the same, or cause the same, to be operated in an efficient and economical manner at a reasonable cost and in accordance with sound business principles. The City has also covenanted to comply with all contractual provisions and agreements entered into by it and with all valid rules, regulations, directions or orders by any governmental or judicial body promulgating the same.

Under the Utility Agreement, the District is authorized to issue bonds to finance the construction and acquisition of the Facilities. The Bonds must be approved by the City for compliance with the City's ordinance consenting to the creation of the District and the City's policy related to municipal management districts.

The District is authorized by the Act to construct, maintain and finance recreational facilities with the use of any available funds, and the City has consented to the use of any available funds for such purposes in Resolution No. 07-09-15-02 dated July 9, 2015 as amended by Resolution No. 03-11-21-3.8 dated March 11, 2021. Pursuant to an Interlocal Agreement between the District and the City dated March 11, 2021, the neighborhood park(s) and/or community park(s) within the District will be dedicated to the City per the City's Unified Development Ordinance, but operated and maintained by the District. Pursuant to the Utility Agreement, said recreational facilities will not be conveyed to the City.

The City's right to dissolve the District is restricted under the Utility Agreement. Under the terms of the Utility Agreement, the City agrees that it will not dissolve the District until the Infrastructure and Economic Development Agreement between the City and CSTC (defined herein), and as partially assigned to the District and CSDR (defined herein), has expired or has been terminated. The City has also agreed to afford the District the opportunity to discharge any remaining District obligations under any existing Utility Development Agreement with a developer in the District by authorizing the sale of bonds during a dissolution transition period or selling bonds of the City in an amount adequate to discharge the District's obligations. See "THE BONDS—Abolishment."

MANAGEMENT OF THE DISTRICT

Board of Directors

The District is governed by the Board of Directors, consisting of five directors, which has control over and management supervision of all affairs of the District. Directors serve staggered four-year terms and are appointed by the City based on nominations from the Board. All of the directors are qualified to serve the District. The Directors of the District are listed below:

Name	Title	Term Expires
Uri Geva	President	June 2027
Hays Glover	Vice President	June 2027
Mark Lindemulder	Secretary	June 2027
Logan Lee	Assistant Vice President	June 2029
Samuel Kerbel	Assistant Secretary	June 2029

The District has no full-time employees but instead contracts with the entities described below for professional services:

Tax Assessor/Collector

Land and improvements in the District are being appraised for taxation by the Brazos Central Appraisal District. The District contracts with Assessments of the Southwest, Inc. to act as Tax Assessor/Collector for the District.

Bookkeeper

The District contracts with Municipal Accounts & Consulting, L.P. (the "Bookkeeper") for bookkeeping services for the District.

Engineer

The consulting engineers for the District in connection with the design and construction of the District's facilities are EHRA Engineering and Schultz Engineering, LLC (collectively, the "Engineer").

Auditor

The District retains an independent auditor to audit the District's financial statements annually, which if required by the Texas Water Code, are filed with the Commission. The financial statements of the District, as of May 31, 2025, and for the fiscal year then ended, included in this official statement, have been audited by Forvis Mazars, LLP, independent auditors, as stated in their report appearing herein. The District has engaged Forvis Mazars, LLP, to audit the District's financial statement for the fiscal year ended May 31, 2026. See "APPENDIX A" for a copy of the District's May 31, 2025 audited financial statements.

Bond Counsel and General Counsel

Schwartz, Page & Harding, L.L.P. ("Bond Counsel") serves as bond counsel to the District. The fee to be paid Bond Counsel for services rendered in connection with the issuance of the Bonds is contingent upon the sale and delivery of the Bonds. In addition, Schwartz, Page & Harding, L.L.P. serves as general counsel to the District on matters other than the issuance of bonds.

Disclosure Counsel

The District has engaged McCall, Parkhurst & Horton L.L.P. as disclosure counsel ("Disclosure Counsel"). The fees paid to Disclosure Counsel in connection with the issuance of the Bonds are contingent upon the sale and delivery of the Bonds.

Financial Advisor

Masterson Advisors LLC (the "Financial Advisor") serves as financial advisor to the District. The fee to be paid the Financial Advisor is contingent upon the sale and delivery of the Bonds.

THE DEVELOPERS

Role of a Developer

In general, the activities of a landowner or developer in a district such as the District include designing the project, defining a marketing program and setting building schedules; securing necessary governmental approvals and permits for development; arranging for the construction of roads and the installation of utilities; and selling or leasing improved tracts or commercial reserves to other developer or third parties. A developer is under no obligation to a district to undertake development activities according to any particular plan or schedule. Furthermore, there is no restriction on a developer's right to sell any or all of the land which the developer owns within a district. In addition, the developer is ordinarily the major taxpayer within the district during the early stages of development. The relative success or failure of a developer to perform in the above-described capacities may affect the ability of a district to collect sufficient taxes to pay debt service and retire bonds.

Prospective purchasers of the Bonds should note that the prior real estate experience of the Developers should not be construed as an indication that further development within the District will occur, or that construction of taxable improvements upon property within the District will occur, or that marketing or leasing of taxable improvements constructed upon property within the District will be successful. Circumstances surrounding development within the District may differ from circumstances surrounding development of other land in several respects, including the existence of different economic conditions, financial arrangements, homebuilders, geographic location, market conditions, and regulatory climate. No representation is made as to the relative success of any of the projects mentioned above, and no assurance as to the future performance of the Developer should be inferred. Prospective purchasers are urged to inspect the District in order to acquaint themselves with the nature of the Developer's business activities. See "RISK FACTORS – Dependence on Principal Taxpayers."

The Developers

Approximately 120 acres within the District is being developed as Midtown City Center by College Station Town Center, Inc., a Texas corporation ("CSTC"), which was formed for the sole purpose of developing its land in the District. Its only substantial asset consists of land in the District. James Murr is the President of CSTC and an owner of a portion of CSTC. Currently, CSTC owns approximately 78 acres of land within the District, all of which is served with trunk utilities and has no vertical improvements.

Approximately 172 acres of land within the District is being developed as Midtown Reserve for single family purposes by College Station Downtown Residential LLC ("CSDR"), a Texas limited liability company, which was formed for the sole purpose of developing its land in the District. Its only substantial asset consists of land in the District. James Murr is a director of DM-CSDR Inc., which is a member of CSDR. Currently, CSDR owns approximately 45 acres within the District, all of which is served with trunk utilities and has no vertical improvements.

Acquisition and Development Financing

To obtain land acquisition and development financing for the land it owns within the District, CSTC entered into a loan agreement with Crockett National Bank, which has been refinanced with a Loan from VeraBank, N.A. The Verabank loan has been paid off, and new development loan has been established with Pinnacle Bank, originally for $9,000,000, with a current balance of $5,600,000. CTSC is in compliance with the material terms of the loan.

CSTC has obtained financing for a portion of the development of the District through the Public Finance Authority of Wisconsin (the "PFA"). The PFA issued $13,444,354.58 (Value at Issuance) $23,890,000 (Value at Maturity) Tax-Exempt Revenue Anticipation Capital Appreciation Bonds (Midtown Project), Series 2025 (the "PFA Bonds"), which are secured in part by the sale and assignment of CSTC's right to receive proceeds from the sale of the Bonds and the future sale of unlimited tax bonds issued by the District. The District delivered a Letter of Representations and Certifications for Tax Purposes to the PFA with respect to the issuance of the PFA Bonds. According to CTSC, it is currently in compliance with all material representations and certifications made with respect to the PFA Bonds and has made the necessary certifications required by the Texas Attorney General ensuring the proceeds of the Bonds are being used for lawful purposes authorized under Texas law.

THE ROADS

All roadways are designed and constructed in accordance with the City and County standards, rules, and regulations. Upon completion of construction, the District will convey the road facilities to the City for operation and maintenance, as described in the Utility Agreement. Previously issued bonds were issued to reimburse the Developer for road improvements in the District.

The roads within the District lie within the public right-of-way. In addition to the roadway, public utilities such as underground water, sewer and drainage facilities are located within the right-of-way. The right-of-way is also shared by streetlights, sidewalks, and franchise utilities (including power, gas, telephone, fiber, and cable).

USE AND DISTRIBUTION OF BOND PROCEEDS

The estimated use and distribution of Bond proceeds is shown below. Of proceeds to be received from sale of the Bonds, $1,600,437 is estimated for construction costs, $671,997 is estimated for non-construction costs, and $227,566 is estimated for issuance costs and fees. The actual amounts to be reimbursed by the District and the non-construction costs will be finalized after the sale of the Bonds and completion of agreed-upon procedures by the District's auditor. The surplus funds may be expended for any lawful purpose for which surplus construction funds may be used, if approved by the TCEQ, where required.

CONSTRUCTION RELATED COSTS		
Midtown Reserve Phase 100 - W, WW, & D	$	179,597
Midtown Reserve Phase 102 - W, WW, & D		381,698
Midtown Reserve Phase 104 - W, WW, & D		172,876
Midtown Reserve Phase 200 - W, WW, & D		397,365
Midtown Reserve Phase 201 - W, WW, & D		390,871
Engineering and Geotechnical		78,030
Total Construction Related Costs	**$**	**1,600,437**
NON-CONSTRUCTION COSTS		
Underwriter's Discount (estimated at 3%) (a)	$	75,000
Capitalized Interest (estimated 12 months at 5.00%)		125,000
Operating Costs		96,997
Developer Interest		375,000
Total Non-Construction Related Costs	**$**	**671,997**
ISSUANCE COSTS AND FEES		
Issuance Costs and Professional Fees	$	178,816
Bond Application Report Costs		40,000
State Regulatory Fees		8,750
Total Issuance Costs and Fees	**$**	**227,566**
TOTAL BOND ISSUE	**$**	**2,500,000**

(a) The TCEQ approved a maximum Underwriter's Discount of 3.00%.

In the event approved estimated amounts exceed actual costs, the difference comprises a surplus which may be expended for uses in accordance with the rules of the TCEQ. In the event actual costs exceed previously approved estimated amounts and contingencies, additional TCEQ notice or approval and the issuance of additional bonds may be required.

Future Debt

The Developers have financed the cost of creation of the District and the land, engineering and construction costs of underground utilities and roads to serve the District, as well as certain other District improvements. After reimbursement from proceeds of the sale of the Bonds, the Developers will have expended approximately $14,000,000 (as of September 1, 2026) for design, construction and acquisition of water, sanitary sewer, and drainage facilities and roadways not yet reimbursed. It is anticipated that proceeds from future issues of District bonds will be used, in part, to reimburse the Developers for these costs to the extent allowed by the TCEQ, including payments to the City for the right to use additional capacity in the City's water supply and wastewater treatment facilities, if applicable. The District contains approximately 71 acres of developable land not presently served with water distribution, wastewater collection and storm drainage facilities or roads. It is anticipated that additional bonds will be issued to finance the construction of these facilities to serve this undeveloped acreage. The District can make no representation that any additional development will occur within the District. The Engineer has stated that the District's authorized but unissued bonds will be adequate, under present land use projections, to finance such improvements.

UNLIMITED TAX BONDS AUTHORIZED BUT UNISSUED

Date of Authorization	Purpose	Amount Authorized	Issued to Date	Amount Unissued
11/3/2015	Roads	$ 106,600,000	$ 13,650,000	$ 92,950,000
11/3/2015	Roads Refunding	$ 106,600,000	$ -	$ 106,600,000
11/3/2015	Water, Sanitary Sewer, and Drainage Facilities	$ 71,400,000	$ 2,500,000 (a)	$ 68,900,000
11/3/2015	Water, Sanitary Sewer, and Drainage Facilities Refunding	$ 71,400,000	$ -	$ 71,400,000

(a) Includes the Bonds.

FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)

2026 Taxable Assessed Valuation	$228,890,839	(a)
Estimated Taxable Assessed Valuation as of August 15, 2026	$258,806,749	(b)
Gross Direct Debt Outstanding (the Bonds and the Outstanding Bonds)	$15,430,000	
Ratios of Gross Direct Debt to:		
2026 Taxable Assessed Valuation	6.74%	
Estimated Taxable Assessed Valuation as of August 15, 2026	5.96%	

Area of District: Approximately 319 acres
Estimated 2026 Population: 2,593(c)

(a) As certified by the Appraisal District. See "TAXING PROCEDURES."
(b) Provided by the Appraisal District for informational purposes only. Such amounts reflect an estimate of the taxable appraised value within the District on August 15, 2026. No tax will be levied on such amount. Taxes are levied on taxable value certified by the Appraisal District as of January 1 of each year. See "TAXING PROCEDURES."
(c) Based on 3.5 persons per occupied single-family residence and 2 persons per occupied multi-family residence.

Cash and Investment Balances (unaudited as of October 8, 2026)

Operating Fund	Cash and Temporary Investments	$174,975
WSD Debt Service Fund	Cash and Temporary Investments	$0 (a,b)
WSD Capital Projects Fund	Cash and Temporary Investments	$0 (a)
Road Debt Service Fund	Cash and Temporary Investments	$744,078
Road Capital Projects Fund	Cash and Temporary Investments	$78,470 (c)

(a) To be initially funded at the closing of the Bonds.
(b) The District will capitalize an amount equal to the lesser of $125,000 or twelve (12) months of interest on the Bonds, which will be deposited to the WSD Debt Service Fund. Neither Texas law nor the Bond Order requires the District to maintain any minimum balance in the Bond Funds. Although all of the District's debt, including the Outstanding Bonds and the Bonds, is payable from an unlimited tax pledge on parity, a pro rata portion of the District's ad valorem tax revenue will be allocated to Road Bonds, and a portion will be allocated to WSD Bonds. See "FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)—Outstanding Bonds." The Road Debt Service Fund is not pledged to the WSD Bonds, including the Bonds and the WSD Debt Service Fund is not pledged to the Road Bonds.
(c) The District intends to use substantially all of such funds to reimburse the Developer for various road projects by the end of the year.

Investments of the District

The District has adopted an Investment Policy as required by the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended. The District's goal is to preserve principal and maintain liquidity while securing a competitive yield on its portfolio. Funds of the District will be invested in short term U.S. Treasuries, certificates of deposit insured by the Federal Deposit Insurance Corporation ("FDIC") or secured by collateral evidenced by perfected safekeeping receipts held by a third-party bank, and public funds investment pools rated in the highest rating category by a nationally recognized rating service. The District does not currently own, nor does it anticipate owning, long term securities or derivative products in the District's investment portfolio.

Outstanding Bonds (as of September 2, 2026)

Series	Original Principal Amount	Outstanding Bonds 9/2/2026
2021 (a)	$ 2,500,000	$ 2,175,000
2022 (a)	2,500,000	2,310,000
2023 (a)	1,750,000	1,660,000
2024 (a)	1,600,000	1,560,000
2024A (a)	2,550,000	2,475,000
2025 (a)	2,750,000	2,750,000
Total	$ 13,650,000	$ 12,930,000

(a) Unlimited tax road bonds.

ESTIMATED OVERLAPPING DEBT STATEMENT

Estimated Overlapping Debt

Other governmental entities whose boundaries overlap the District have outstanding bonds payable from ad valorem taxes. The following statement of direct and estimated overlapping ad valorem tax debt was developed from information contained in "Texas Municipal Reports" published by the Municipal Advisory Council of Texas or other publicly available information. Except for the amount relating to the District, the District has not independently verified the accuracy or completeness of such information, and no person is entitled to rely upon such information as being accurate or complete. Political subdivisions overlapping the District are authorized by Texas law to levy and collect ad valorem taxes for operation, maintenance, and/or general revenue purposes in addition to taxes for payment of their debt, and some are presently levying and collecting such taxes.

Taxing Jurisdiction	Outstanding Bonds		As of	Overlapping Percent	Overlapping Amount
Brazos County	$ 116,670,000		9/30/2026	0.68%	$ 788,689
College Station ISD	536,290,000		9/30/2026	1.42%	7,599,229
City of College Station	442,570,000		9/30/2026	1.42%	6,297,771
Total Estimated Overlapping Debt					$ 14,685,690
The District	15,430,000	(a)	Current	100.00%	15,430,000
Total Direct and Estimated Overlapping Debt					$ 30,115,690

Ratio of Estimated Direct and Overlapping Debt to 2026 Certified Taxable Assessed Valuation	13.16%
Ratio of Estimated Direct and Overlapping Debt to Estimated Taxable Assessed Valuation as of August 15, 2026	11.64%

(a) Includes the Bonds and the Outstanding Bonds.

Overlapping Taxes for 2026

Property within the District is subject to taxation by several taxing authorities in addition to the District. On January 1 of each year a tax lien attaches to property to secure the payment of all taxes, penalties and interest imposed on such property. The lien exists in favor of each taxing unit, including the District, having the power to tax the property. The District's tax lien is on a parity with tax liens of taxing authorities shown below. In addition to ad valorem taxes required to pay debt service on bonded debt of the District and other taxing authorities, certain taxing jurisdictions, including the District, are also authorized by Texas law to assess, levy and collect ad valorem taxes for operation, maintenance, administrative and/or general revenue purposes.

Set forth below are all of the taxes levied for the 2026 tax year by all taxing jurisdictions overlapping the District and the 2026 tax rate of the District. No recognition is given to local assessments for civic association dues, fire department contributions, solid waste disposal charges or any other levy of entities other than political subdivisions.

	2026 Tax Rate per $100 of Taxable Assessed Valuation
Brazos County	$ 0.443474
College Station ISD	0.970200
City of College Station	0.530254
Total Overlapping Tax Rate	$ 1.943928
The District	0.650000
Total Tax Rate	$ 2.593928

TAX DATA

Debt Service Tax

The Board covenants in the Bond Order to levy and assess, for each year that all or any part of the Bonds remain outstanding and unpaid, a tax adequate to provide funds to pay the principal of and interest on the Bonds and the Outstanding Bonds. For tax year 2026, the District has levied a tax rate of $0.48 for debt service. See "Tax Rate Distribution" and "Tax Roll Information" below, and "TAXING PROCEDURES."

Maintenance and Operations Tax

The Board has the statutory authority to levy and collect an annual ad valorem tax for the operation and maintenance of the District, if such a maintenance tax is authorized by the District's voters. A maintenance tax election was held on November 3, 2015, and voters of the District authorized, among other things, the Board to levy a maintenance tax at a rate not to exceed $1.00 per $100 assessed valuation for general operations and maintenance costs. The District levied a $0.17 maintenance and operations tax rate for 2026. A maintenance tax is in addition to taxes which the District is authorized to levy for paying principal of and interest on the Bonds. See "Debt Service Tax" above.

Tax Rate Distribution

	2026	2025	2024	2023	2022
Debt Service	$ 0.480	$ 0.454	$ 0.454	$ 0.320	$ 0.380
Maintenance and Operations	0.170	0.196	0.196	0.180	0.120
Total	$ 0.650	$ 0.650	$ 0.650	$ 0.500	$ 0.500

Historical Tax Collections

The following statement of tax collections sets forth in condensed form the historical tax collection experience of the District. This summary has been prepared for inclusion herein, based upon information from District records. Reference is made to such records for further and more complete information.

Tax Year	Certified Taxable Assessed Valuation	Tax Rate	Total Tax Levy	Total Collections as of September 30, 2026 Amount	Percent
2021	$ 43,391,211	$ 0.500	$ 216,956	$ 216,956	100.00%
2022	72,753,269	0.500	363,766	363,766	100.00%
2023	128,011,276	0.500	640,056	640,056	100.00%
2024	159,686,273	0.650	1,037,961	1,037,712	99.98%
2025	193,317,822	0.650	1,256,566	1,244,882	99.07%

Taxes are due upon receipt of bill therefor and become delinquent after January 31 of the following year or 30 days after the date billed, whichever is later, or, if billed after January 10, they are delinquent on the first day of the month next following the 21st day after such taxes are billed. No split payments are allowed, and no discounts are allowed.

Principal Taxpayers

The following table represents the principal taxpayers, the type of property, the certified taxable assessed value of such property and such property's certified assessed value as a percentage of the 2026 Taxable Assessed Valuation of $228,890,839, which represents ownership as of January 1, 2026. An accurate principal taxpayer list related to the Estimated Taxable Assessed Valuation as of August 15, 2026 of $258,806,749 are not available from the Appraisal District as of the date hereof.

Taxpayer	Type of Property	2026 Certified Taxable Assessed Valuation	% of 2026 Certified Taxable Assessed Valuation
950 TL Midtown LLC (a)	Land & Improvements	$ 34,463,658	16.82%
LOA Brazos NH LLC (b)	Land & Improvements	7,793,214	3.80%
BV Southern Pointe Dev Inc	Land & Improvements	4,893,858	2.39%
College Station Downtown Residential LLC (c)	Land	4,570,458	2.23%
College Station Town Center Inc. (c)	Land	3,903,340	1.91%
Midtown Adventures LLC	Land & Improvements	3,128,160	1.53%
Continental Homes of Texas LP	Land & Improvements	2,392,408	1.17%
ARCP Holdings LP	Land & Improvements	1,932,598	0.94%
4121 Midtown Office Park LLC	Land	1,690,663	0.83%
SEC Brazos Investments LLC	Land & Improvements	1,373,960	0.67%
Total		$ 66,142,317	32.29%

(a) Nine 50 Town Lake at Midtown apartment complex.
(b) Accel at College Station Transitional Care and Rehabilitation Center.
(c) See "THE DEVELOPERS."

Tax Roll Information

The District's assessed value as of January 1 of each year is used by the District in establishing its tax rate. See "TAXING PROCEDURES—Valuation of Property for Taxation". The following represents the composition of certified property comprising the 2024 through 2026 Taxable Assessed Valuations. Differences in value from other information herein are due to differences in dates of information provided. A Breakdown of the Estimated Taxable Assessed Valuation as of August 15, 2026 is not available.

	2026 Certified Taxable Valuation	2025 Certified Taxable Valuation	2024 Certified Taxable Valuation
Land	$ 65,439,301	$ 51,528,811	$ 47,475,216
Improvements	173,970,723	152,889,782	120,431,282
Personal Property	1,982,243	738,645	153,585
Exemptions	(12,501,428)	(11,249,727)	(8,373,810)
Total Certified	$ 228,890,839	$ 193,907,511	$ 159,686,273

Tax Adequacy for Debt Service

The tax rate calculations set forth below are presented to indicate the tax rates per $100 of taxable assessed valuation which would be required to meet average annual and maximum debt service requirements if no growth in the District's tax base occurred beyond the 2026 Taxable Assessed Valuation of $228,890,839 and the Estimated Taxable Assessed Valuation as of August 15, 2026 of $258,806,749. The calculations contained in the following table merely represent the tax rates required to pay principal and interest on the Bonds and the Outstanding Bonds when due, assuming no further increase or any decrease in taxable assessed values in the District, collection of ninety-five percent (95%) of taxes levied, the sale of no additional bonds, and no other funds available for the payment of debt service.

Average Annual Debt Service Requirement (2027-2050)	$1,019,500
$0.47 Tax Rate on 2026 Taxable Assessed Valuation at 95% collections	$1,021,998
$0.42 Tax Rate on Estimated Taxable Assessed Valuation as of August 15, 2026 at 95% collections	$1,032,639
Maximum Annual Debt Service Requirement (2028)	$1,132,925
$0.53 Tax Rate on 2026 Taxable Assessed Valuation at 95% collections	$1,152,465
$0.47 Tax Rate on Estimated Taxable Assessed Valuation as of August 15, 2026 at 95% collections	$1,155,572

No representations or suggestions are made that the Estimated Taxable Assessed Valuation as of August 15, 2026, provided by the Appraisal District for the District will be certified as taxable value by the Appraisal District, and no person should rely upon such amounts or their inclusion herein as assurance of their attainment. See “TAXING PROCEDURES.”

TAXING PROCEDURES

Property Tax Code and County-Wide Appraisal District

The Texas Tax Code (the “Property Tax Code”) requires, among other matters, county-wide appraisal and equalization of taxable property values and establishes in each county of the State of Texas a single appraisal district with the responsibility for recording and appraising property for all taxing units within a county and a single appraisal review board with the responsibility for reviewing and equalizing the values established by the appraisal district. The Brazos Central Appraisal District (the “Appraisal District”) has the responsibility for appraising property for all taxing units wholly within Brazos County, including the District. Such appraisal values are subject to review and change by the Brazos County Appraisal Review Board (the “Appraisal Review Board”). Under certain circumstances, taxpayers and taxing units (such as the District) may appeal the orders of the Appraisal Review Board by filing a petition for review in State district court. In such event, the value of the property in question will be determined by the court or by a jury if requested by any party. Absent any such appeal, the appraisal roll, as prepared by the Appraisal District and approved by the Appraisal Review Board, must be used by each taxing jurisdiction in establishing its tax roll and tax rate. The District is eligible, along with all other conservation and reclamation districts within Brazos County, to participate in the nomination of and vote for a member of the Board of Directors of the Appraisal District.

Property Subject to Taxation by the District

Except for certain exemptions provided by Texas law, all real property and tangible personal property in the District is subject to taxation by the District; however, it is expected that no effort will be made by the District to collect taxes on personal property other than on personal property rendered for taxation, business inventories and the property of privately owned utilities. Principal categories of exempt property include: property owned by the State of Texas or its political subdivisions if the property is used for public purposes; property exempt from ad valorem taxation by federal law; certain household goods, family supplies, and personal effects; farm products owned by the producer; all oil, gas and mineral interests owned by an institution of higher education; certain property owned by exclusively charitable organizations, youth development associations, religious organizations, and qualified schools; designated historical sites; solar and wind-powered energy devices; most individually owned automobiles and intangible personal property. In addition, the District may by its own action exempt residential homesteads of persons sixty-five (65) years or older or under a disability for purposes of payment of disability insurance benefits under the Federal Old-Age Survivors and Disability Insurance Act to the extent deemed advisable by the Board. The District would be required to call an election on such residential homestead exemption upon petition by at least twenty percent (20%) of the number of qualified voters who voted in the District's preceding election and would be required to offer such an exemption if a majority of voters approve it at such election. For the 2026 tax year, the District has not granted any such exemptions. The District must grant exemptions to disabled veterans or certain surviving dependents of disabled veterans, if requested, of between $5,000 and $12,000 of assessed valuation depending upon the disability rating of the veteran, if such rating is less than 100%. A veteran who receives a disability rating of 100% is entitled to an exemption for the full value of the veteran's residence homestead. Additionally, subject to certain conditions, the surviving spouse of a disabled veteran who is entitled to an exemption for the full value of the veteran's residence homestead is also entitled to an exemption from taxation of the total appraised value of the same property to which the disabled veteran's exemption applied. A partially disabled veteran or certain surviving spouses of partially disabled veterans are entitled to an exemption from taxation of a percentage of the appraised value of their residence homestead in an amount equal to the partially disabled veteran's disability rating if (i) the residence homestead was donated by a charitable organization at no cost to the disabled veteran or, (ii) the residence

was donated by a charitable organization at some cost to the disabled veteran if such cost is less than or equal to fifty percent (50%) of the total good faith estimate of the market value of the residence as of the date the donation is made. Also, the surviving spouse of a member of the armed forces or a first responder (as defined under Texas law), who was (i) killed in action, or (ii) fatally injured in the line of duty, is, subject to certain conditions, entitled to an exemption of the total appraised value of the surviving spouse's residence homestead, and subject to certain conditions, an exemption up to the same amount may be transferred to a subsequent residence homestead of the surviving spouse.

A "Freeport Exemption" applies to goods, wares, merchandise, other tangible personal property and ores, other than oil, natural gas, and petroleum products (defined as liquid and gaseous materials immediately derived from refining oil or natural gas), and to aircraft or repair parts used by a certified air carrier acquired in or imported into Texas which are destined to be forwarded outside of Texas and which are detained in Texas for assembling, storing, manufacturing, processing or fabricating for less than 175 days. Although certain taxing units may take official action to tax such property in transit and negate such exemption, the District does not have such an option. A "Goods-in-Transit" Exemption is applicable to certain tangible personal property, as defined by the Property Tax Code, acquired in or imported into Texas for storage purposes and which is stored under a contract of bailment by a public warehouse operator at one or more public warehouse facilities in Texas that are not in any way owned or controlled by the owner of such property for the account of the person who acquired or imported such property. The exemption excludes oil, natural gas, petroleum products, aircraft and certain special inventory including dealer's motor vehicles, dealer's vessel and outboard motor vehicle, dealer's heavy equipment and retail manufactured housing inventory. The exemption applies to covered property if it is acquired in or imported into Texas for assembling, storing, manufacturing, processing, or fabricating purposes and is subsequently forwarded to another location inside or outside of Texas not later than 175 days after acquisition or importation. A property owner who receives the Goods-in-Transit Exemption is not eligible to receive the Freeport Exemption for the same property. Local taxing units such as the District may, by official action and after public hearing, tax goods-in-transit personal property. A taxing unit must exercise its option to tax goods-in-transit property before January 1 of the first tax year in which it proposes to tax the property at the time and in the manner prescribed by applicable law. However, taxing units who took official action as allowed by prior law before October 1, 2011, to tax goods-in-transit property, and who pledged such taxes for the payment of debt, may continue to impose taxes against the goods-in-transit property until the debt is discharged without further action, if cessation of the imposition would impair the obligations of the contract by which the debt was created. The District has not exercised its option to tax goods-in-transit personal property but may choose to do so in the future.

General Residential Homestead Exemption

Texas law authorizes the governing body of each political subdivision in the State of Texas to exempt up to twenty percent (20%) of the appraised value of residential homesteads, but not less than $5,000 if any exemption is granted, from ad valorem taxation. The law provides, however, that where ad valorem taxes have previously been pledged for the payment of debt, the governing body of a political subdivision may continue to levy and collect taxes against the exempt value of the homesteads until the debt is discharged, if the cessation of the levy would impair the obligations of the contract by which the debt was created. For the 2026 tax year, the District has not granted a general residential homestead exemption.

Valuation of Property for Taxation

Generally, property in the District must be appraised by the Appraisal District at market value as of January 1 of each year. Assessments under the Property Tax Code are to be based upon one hundred percent (100%) of market value. The appraised value of residential homestead property may be limited to the lesser of the market value of the property, or the sum of the appraised value of the property for the last year in which it was appraised, plus ten percent (10%) of such appraised value multiplied by the number of years since the last appraisal, plus the market value of all new improvements to the property. Once an appraisal roll is prepared and approved by the Appraisal Review Board, it is used by the District in establishing its tax rate. The Property Tax Code requires the Appraisal District to implement a plan for periodic reappraisal of property to update appraised values. The plan must provide for appraisal of all real property by the Appraisal District at least once every three (3) years. It is not known what frequency of reappraisal will be utilized by the Appraisal District or whether reappraisals will be conducted on a zone or county-wide basis.

The Property Tax Code provides for a temporary exemption from ad valorem taxation of a portion of the appraised value of certain property that is at least 15% damaged by a disaster and located within an area declared to be a disaster area by the governor of the State of Texas. This temporary exemption is automatic if the disaster is declared prior to a taxing unit, such as the District, adopting its tax rate for the tax year. A taxing unit, such as the District, may authorize the exemption at its discretion if the disaster is declared after the taxing unit has adopted its tax rate for the tax year. The amount of the exemption is based on the percentage of damage and is prorated based on the date of the disaster. Upon receipt of an application submitted within the eligible timeframe by a person who qualifies for a temporary exemption under the Property Tax Code, the Appraisal District is required to complete a damage assessment and assign a damage assessment rating to determine the amount of the exemption. The temporary exemption amounts established in the Property Tax Code range from 15% for property less than 30% damaged to 100% for property that is a total loss. Any such temporary exemption granted for disaster-damaged property expires on January 1 of the first year in which the property is reappraised.

District and Taxpayer Remedies

Under certain circumstances, taxpayers and taxing units, including the District, may appeal orders of the Appraisal Review Board by filing a petition for review in district court within forty-five (45) days after notice is received that a final order has been entered. In such event, the property value in question may be determined by the court, or by a jury, if requested by any party. Additionally, taxing units may bring suit against the Appraisal District to comply with the Property Tax Code. The District may challenge the exclusion of property from the appraisal rolls or the grant, in whole or in part, of an exemption.

Texas law provides for notice and hearing procedures prior to the adoption of an ad valorem tax rate by the District. Additionally, under certain circumstances, an election would be required to determine whether to approve the adopted total tax rate. See "TAXING PROCEDURES—Rollback of Operations and Maintenance Tax Rate." The Property Tax Code also establishes a procedure for notice to property owners of reappraisals reflecting increased property values, appraisals that are higher than renditions and appraisals of property not previously on an appraisal roll.

Agricultural, Open Space, Timberland and Inventory Deferment

The Property Tax Code permits land designated for agricultural use (including wildlife management), open space, or timberland to be appraised at its value based on the land's capacity to produce agriculture or timber products rather than at its fair market value. The Property Tax Code permits, under certain circumstances, that residential real property inventory held by a person in the trade or business be valued at the price all such property would bring if sold as a unit to a purchaser who would continue the business. Landowners wishing to avail themselves of any of such designations must apply for the designation, and the Appraisal District is required by the Property Tax Code to act on each claimant's right to the designation individually. A claimant may waive the special valuation as to taxation by some political subdivisions and not as to others. If a claimant receives the designation and later loses it by changing the use of the property or selling it to an unqualified owner, the District can collect taxes based on the new use for the three (3) years prior to the loss of the designation for agricultural, timberland or open space land. According to the District's Tax Assessor/Collector, as of January 1, 2026, approximately 69 acres of land within the District was designated for agricultural use, open space, inventory deferment, or timberland.

Tax Abatement

The City and Brazos County may designate all or part of the District as a reinvestment zone, and the District, Brazos County, and the City may thereafter enter into tax abatement agreements with the owners of property within the zone. The tax abatement agreements may exempt from ad valorem tax, by the applicable taxing jurisdictions, and by the District, for a period of up to ten (10) years, all or any part of any increase in the assessed valuation of property covered by the agreement over its assessed valuation in the year in which the agreement is executed, on the condition that the property owner make specified improvements or repairs to the property in conformity with a comprehensive plan. According to the District's Tax Assessor/Collector, to date, none of the area within the District has been designated as a reinvestment zone.

Levy and Collection of Taxes

The District is responsible for the collection of its taxes, unless it elects to transfer such functions to another governmental entity. The District adopts its tax rate each year after it receives a tax roll certified by the Appraisal District. Taxes are due upon receipt of a bill therefor and become delinquent after January 31 of the following year or 30 days after the date billed, whichever is later, or, if billed after January 10, they are delinquent on the first day of the month next following the 21st day after such taxes are billed. A delinquent tax accrues interest at a rate of one percent (1%) for each month or portion of a month the tax remains unpaid beginning the first calendar month it is delinquent. A delinquent tax also incurs a penalty of six percent (6%) of the amount of the tax for the first calendar month it is delinquent plus a one percent (1%) penalty for each additional month or portion of a month the tax remains unpaid prior to July 1 of the year in which it becomes delinquent. However, a tax delinquent on July 1 incurs a total penalty of twelve percent (12%) of the amount of the delinquent tax without regard to the number of months the tax has been delinquent, which penalty remains at such rate without further increase. If the tax is not paid by July 1, an additional penalty of up to the amount of the compensation specified in the District's contract with its delinquent tax collection attorney, but not to exceed twenty percent (20%) of the total tax, penalty and interest, may, under certain circumstances, be imposed by the District. With respect to personal property taxes that become delinquent on or after February 1 of a year and that remain delinquent sixty (60) days after the date on which they become delinquent, as an alternative to the penalty described in the foregoing sentence, an additional penalty on personal property of up to the amount specified in the District's contract with its delinquent tax attorney, but not to exceed twenty percent (20%) of the total tax, penalty and interest, may, under certain circumstances, be imposed by the District prior to July 1. The District's contract with its delinquent tax collection attorney currently specifies a twenty percent (20%) additional penalty. The District may waive penalties and interest on delinquent taxes only for the items specified in the Texas Property Tax Code. The Property Tax Code also makes provision for the split payment of taxes, discounts for early payment and the postponement of the delinquency of taxes under certain circumstances. The owner of a residential homestead property who is (i) a person sixty-five (65) years of age or older, (ii) under a disability for purpose of payment of disability insurance benefits under the Federal Old Age Survivors and Disability Insurance Act, or (iii) qualifies as a disabled veteran under Texas law, is also entitled by law to pay current taxes on a residential homestead in installments or to defer the payment of taxes without penalty during the time of ownership. Additionally, a person who is delinquent on taxes for a residential homestead is entitled to an agreement with the District to pay such taxes in installments over a period of between 12 and 36 months (as determined by the District) when such person has not entered into another installment agreement with respect to delinquent taxes with the District in the preceding 24 months.

Rollback of Operation and Maintenance Tax Rate

Chapter 49 of the Texas Water Code classifies certain special purpose districts, including the District, differently based on their current operation and maintenance tax rate or on the percentage of projected build-out that a district has completed. Districts that have adopted an operation and maintenance tax rate for the current year that is 2.5 cents or less per $100 of taxable value are classified herein as "Low Tax Rate Districts." Districts that have financed, completed, and issued bonds to pay for all land, improvements and facilities necessary to serve at least 95% of the projected build-out of the district are classified as "Developed Districts." Districts that do not meet either of the classifications previously discussed can be classified herein as "Developing Districts." The impact each classification has on the ability of a district to increase its maintenance and operations tax rate is described for each classification below. Debt service and contract tax rates cannot be reduced by a rollback election held within any of the districts described below. See "SELECTED FINANCIAL INFORMATION" for a description of the District's current total tax rate.

Low Tax Rate Districts

Low Tax Rate Districts that adopt a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Low Tax Rate District is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

Developed Districts

Developed Districts that adopt a total tax rate that would impose more than 1.035 times the amount of the total tax imposed by the district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, plus any unused increment rates, as calculated and described in Section 26.013 of the Tax Code, are required to hold an election within the district to determine whether to approve the adopted total tax rate. If the adopted total tax rate is not approved at the election, the total tax rate for a Developed District is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.035 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions, plus any unused increment rates. In addition, if any part of a Developed District lies within an area declared for disaster by the Governor of Texas or President of the United States, alternative procedures and rate limitations may apply for a temporary period. If a district qualifies as both a Low Tax Rate District and a Developed District, the district will be subject to the operation and maintenance tax threshold applicable to Low Tax Rate Districts.

Developing Districts

Districts that do not meet the classification of a Low Tax Rate District or a Developed District can be classified as Developing Districts. The qualified voters of these districts, upon the Developing District's adoption of a total tax rate that would impose more than 1.08 times the amount of the total tax imposed by such district in the preceding tax year on a residence homestead appraised at the average appraised value of a residence homestead in the district, subject to certain homestead exemptions, are authorized to petition for an election to reduce the operation and maintenance tax rate. If an election is called and passes, the total tax rate for Developing Districts is the current year's debt service and contract tax rate plus the operation and maintenance tax rate that would impose 1.08 times the amount of operation and maintenance tax imposed by the district in the preceding year on a residence homestead appraised at the average appraised value of a residence homestead in the district in that year, subject to certain homestead exemptions.

The District

A determination as to a district's status as a Low Tax Rate District, Developed District or Developing District will be made by the Board of Directors on an annual basis. The District cannot give any assurances as to what its classification will be at any point in time or whether the District's future tax rates will result in a total tax rate that will reclassify the District into a new classification and new election calculation. For the 2026 tax year, the District was designated as a Developing District.

District's Rights in the Event of Tax Delinquencies

Taxes levied by the District are a personal obligation of the owner of the property against which the tax is levied. In addition, on January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed for the year on the property. The lien exists in favor of each taxing unit, including the District, having power to tax the property. The District's tax lien is on a parity with tax liens of other such taxing units. See "ESTIMATED OVERLAPPING DEBT STATEMENT." A tax lien on real property takes priority over the claim of most creditors and other holders of liens on the property encumbered by the tax lien, whether or not the debt or lien existed before the attachment of the tax lien. Further, personal property under certain circumstances is subject to seizure and sale for the payment of delinquent taxes, penalties, and interest.

Except with respect to (i) owners of residential homestead property who are sixty-five (65) years of age or older or under a disability as described above and who have filed an affidavit as required by law and (ii) owners of residential homesteads who have entered into an installment agreement with the District for payment of delinquent taxes as described above and who are not in default under said agreement, at any time after taxes on property become delinquent, the District may file suit to foreclose the lien securing payment of the tax, to enforce personal liability for the tax, or both. In filing a suit to foreclose a tax lien on real property, the District must join other taxing units that have claims for delinquent taxes against all or part of the same property. Collection of delinquent taxes may be adversely affected by the amount of taxes owed to other taxing units, by the effects of market conditions on the foreclosure sale price, or by taxpayer redemption rights (a taxpayer may redeem property that is a residence homestead or was designated for agricultural use within two (2) years after the deed issued at foreclosure is filed of record and may redeem all other property within six (6) months after the deed issued at foreclosure is filed of record) or by bankruptcy proceedings which restrict the collection of taxpayer debt. The District's ability to foreclose its tax lien or collect penalties and interest may be limited on property owned by a financial institution which is under receivership by the Federal Deposit Insurance Corporation pursuant to the Federal Deposit Insurance Act, 12 U.S.C. 1825, as amended. Generally, the District's tax lien and a federal tax lien are on par with the ultimate priority being determined by applicable federal law. See "RISK FACTORS—Tax Collection Limitations."

GENERAL FUND

The following statement sets forth in condensed form the historical results of operation of the District's General Fund. The City operates the water and sewer system that serves the District, so the District collects no net revenues from operating the system. Such summary is based upon information obtained from the District's audited financial statements for fiscal years May 31, 2022 through 2026. Such figures are included for informational purposes only. Accounting principles customarily employed in the determination of net revenues have been observed and in all instances exclude depreciation. Reference is made to "APPENDIX A" for further and complete information.

	Fiscal Year Ended May 31				
	2026	2025	2024	2023	2022
Revenues					
Property Taxes	$ 372,106	$ 317,534	$ 228,004	$ 85,613	$ 73,108
Penalty and Interest		-	-	-	-
Investment Income	5,671	2,937	888	-	-
Other Income	4,213	-	9	-	-
Total Revenues	$ 381,990	$ 320,471	$ 228,901	$ 85,613	$ 73,108
Expenditures					
Professional Fees	$ 142,937	$ 121,212	$ 96,099	$ 116,642	$ 86,214
Contracted Services	31,003	27,484	30,885	26,967	26,452
Repairs and Maintenance	78,903	93,361	95,660	87,212	8,084
Other Expenditures	13,980	19,120	18,710	14,332	11,489
Debt Issuance Costs	20,000	509	-	20,333	-
Total Expenditures	$ 286,823	$ 261,686	$ 241,354	$ 265,486	$ 132,239
Revenues Over (Under) Expenditures	$ 95,167	$ 58,785	$ (12,453)	$ (179,873)	$ (59,131)
Other Sources (Uses)					
Developer Advances	$ -	$ -	$ 110,000	$ 173,000	$ -
Interfund Transfer	-	-	20,333	-	(27,952)
Fund Balance (Beginning of Year)	$ 153,349	$ 94,564	$ (23,316)	$ (16,443)	$ 70,640
Fund Balance (End of Year)	$ 248,516	$ 153,349	$ 94,564	$ (23,316)	$ (16,443)

DEBT SERVICE REQUIREMENTS

The following sets forth the debt service requirements for the Outstanding Bonds plus the estimated debt service requirements for the Bonds at an assumed interest rate of 5.50%. This schedule does not reflect the fact that an amount equal to twelve months of interest will be capitalized from Bond proceeds to pay debt service on the Bonds.

Year	Outstanding Bonds Debt Service Requirements	Plus: Debt Service on the Bonds			Total Debt Service Requirements
		Principal	Interest	Total	
2027	$ 932,575	$ -	$ 99,688	$ 99,688	$ 1,032,263
2028	915,425	80,000	137,500	217,500	1,132,925
2029	907,855	85,000	133,100	218,100	1,125,955
2030	901,115	85,000	128,425	213,425	1,114,540
2031	894,655	90,000	123,750	213,750	1,108,405
2032	879,825	90,000	118,800	208,800	1,088,625
2033	881,900	95,000	113,850	208,850	1,090,750
2034	868,875	95,000	108,625	203,625	1,072,500
2035	865,550	95,000	103,400	198,400	1,063,950
2036	856,763	100,000	98,175	198,175	1,054,938
2037	842,319	100,000	92,675	192,675	1,034,994
2038	832,744	105,000	87,175	192,175	1,024,919
2039	832,769	105,000	81,400	186,400	1,019,169
2040	817,063	110,000	75,625	185,625	1,002,688
2041	821,225	115,000	69,575	184,575	1,005,800
2042	803,856	115,000	63,250	178,250	982,106
2043	801,350	120,000	56,925	176,925	978,275
2044	792,844	120,000	50,325	170,325	963,169
2045	788,681	125,000	43,725	168,725	957,406
2046	788,594	130,000	36,850	166,850	955,444
2047	777,238	130,000	29,700	159,700	936,938
2048	765,194	135,000	22,550	157,550	922,744
2049	757,588	135,000	15,125	150,125	907,713
2050	744,088	140,000	7,700	147,700	891,788
Total	$ 20,070,088	$ 2,500,000	$ 1,897,913	$ 4,397,913	$ 24,468,000

Maximum Annual Debt Service Requirement (2028) $1,132,925
Average Annual Debt Service Requirements (2027-2050) $1,019,500

RISK FACTORS

General

The Bonds are obligations solely of the District and are not obligations of the State of Texas, Brazos County, the City of College Station, or any entity other than the District. Payment of the principal of and interest on the Bonds depends upon the ability of the District to collect taxes levied on taxable property within the District in an amount sufficient to service the District's bonded debt or, in the event of foreclosure, on the value of the taxable property in the District and the taxes levied by the District and other taxing authorities upon the property within the District. See "THE BONDS—Source and Security of Payment." The collection by the District of delinquent taxes owed to it and the enforcement by Registered Owners (as hereinafter defined) of the District's obligation to collect sufficient taxes may be a costly and lengthy process. Furthermore, the District cannot and does not make any representations that continued development of taxable property within the District will accumulate or maintain taxable values sufficient to justify continued payment of taxes by property owners or that there will be a market for the property or that owners of the property will have the ability to pay taxes. See "Registered Owners' Remedies" below.

Undeveloped Acreage and Vacant Lots

There are approximately 62 acres of commercial and multi-family reserves served with trunk utilities where vertical improvements have not been constructed and approximately 71 acres of undeveloped but developable land within the District as of August 1, 2026. There are currently 222 vacant developed lots available for home construction owned by CSDR. The District makes no representation as to when or if development of this acreage will occur or that the lot sales and building program will be successful. Failure of the Developers to develop the developable land or of builders to construct homes or taxable improvements on the developed lots and land could restrict the rate of growth of taxable values in the District. See "THE DISTRICT—Land Use."

Increase in Costs of Building Materials and Labor Shortages

As a result of low supply and high demand, shipping constraints, and ongoing trade disputes (including tariffs and retaliatory tariffs), there have been substantial increases in the cost of lumber and other materials, causing many homebuilders and general contractors to experience budget overruns. Further, the federal administration's unpredictable tariff policy (including the threatened impositions of tariffs) may impact the ability of the Developers or homebuilders in the District to estimate costs. The federal administration's immigration policies may additionally impact the State's workforce, particularly in construction. Mass deportations or immigration policies that make it challenging for foreign workers to work in the United States may result in labor shortages that impact the Developers ability to construct utility and road facilities and homebuilders' ability to construct homes within the District. Decreased levels of construction activity could tend to restrict the growth of property values in the District or could adversely impact existing values. The District makes no representations regarding the probability of development or homebuilding continuing in a timely manner or the effects that current or future economic or governmental circumstances may have on any plans of the Developers or homebuilders.

Dependence on Principal Taxpayers

Based upon the certified 2026 tax rolls, the top ten taxpayers are responsible for approximately 32.29% of the District's 2026 taxes (levied on $204,854,730 in taxable property value). The principal taxpayer in the District is 950 TL Midtown LLC, the owner of the Nine 50 Town Lake at Midtown apartment complex, who is responsible for approximately 16.82% of the District's 2026 taxes. The second largest taxpayer is LOA Brazos NH LLC, the owner of Accel at College Station, a transitional care and rehabilitation center, who is responsible for approximately 3.80% of the District's 2026 taxes. The fourth and fifth largest taxpayers in the District are the Developers, which are responsible for approximately 2.23% and 1.91%, respectively, of the District's 2026 taxes. See "THE DISTRICT - Status of Development," "THE DEVELOPERS," and "TAX DATA - Principal Taxpayers." The ability of any principal taxpayer to make full and timely payments of taxes levied against its property by the District will directly affect the District's ability to meet its debt service obligations. If, for any reason, any one or more principal taxpayers do not pay taxes due or do not pay in a timely manner, the District may need to levy additional taxes or use other funds available for debt service purposes. However, the District has not covenanted in the Bond Order, nor is it required by Texas law, to maintain any particular balance in its Debt Service Fund or any other funds to allow for any such delinquencies. Therefore, failure by one or more principal taxpayers to pay their taxes on a timely basis in amounts in excess of the District's available funds could have a material adverse effect upon the District's ability to pay debt service on the Bonds on a current basis.

Specific Flood Type Risks

The District is subject to the following flood type risks: Riverine, or fluvial, flooding occurs when water levels rise over the top of river, bayou or channel banks due to excessive rain from tropical systems making landfall and/or persistent thunderstorms over the same area for extended periods of time. The damage from a riverine flood can be widespread. The overflow can affect smaller rivers and streams downstream or may sheet-flow over land. Flash flooding is a type of riverine flood that is characterized by an intense, high velocity torrent of water that occurs in an existing river channel with little to no notice. Flash flooding can also occur even if no rain has fallen, for instance, after a levee, dam or reservoir has failed or experienced an uncontrolled release, or after a sudden release of water by a debris or ice jam. In addition, planned or unplanned controlled releases from a dam, levee or reservoir also may result in flooding in areas adjacent to rivers, bayous or man made drainage systems (canals or channels) downstream.

Economic Factors and Interest Rates

A substantial percentage of the taxable value of the District results from the current market value of single-family residences, commercial and multi-family development, undeveloped land and developed lots. The market value of such properties is related to general economic conditions affecting the demand for residences. Demand for residential lots of this type and the construction of homes thereon and the demand for commercial tracts of land can be significantly affected by factors such as interest rates, credit availability, construction costs, energy availability and the prosperity and demographic characteristics of the urban center toward which the marketing of lots is directed. Decreased levels of construction activity would tend to restrict the growth of property values in the District or could adversely impact such values. See "Credit and Liquidity in the Financial Markets" below and "THE DISTRICT—Status of Development."

Credit Markets and Liquidity in the Financial Markets

Interest rates and the availability of mortgage and development funding have a direct impact on construction activity, particularly short-term interest rates at which landowners are able to obtain financing for development costs. Interest rate levels may affect the ability of a landowner with undeveloped property to undertake and complete construction activities within the District. Because of the numerous and changing factors affecting the availability of funds, particularly liquidity in the national credit markets, the District is unable to assess the future availability of such funds for continued construction within the District. In addition, since the District is located approximately 5 miles south of the central business district of the City, the success of development within the District and growth of District taxable property values are, to a great extent, a function of the City and regional economies and national credit and financial markets. A downturn in the economic conditions in the College Station area, including Texas A&M University, or a decline in the nation's real estate and financial markets could adversely affect development in the District and restrain the growth of or reduce the value of the District's property tax base.

Developers Obligation to the District

There are no commitments from or obligations of the Developers or any other landowner to the District to proceed at any particular rate or according to any specified plan with the development of land or the construction of improvements in the District, and there is no restriction on any landowner's right to sell its land. Failure to construct taxable improvements on developed tracts of land could restrict the rate of growth of taxable values in the District. The District cannot and does not make any representations that over the life of the Bonds the District will increase or maintain its taxable value.

Competition

The demand for and construction of single-family homes and commercial and multi-family improvements in the District could be affected by competition from other developments including other developments located in College Station. In addition to competition for new home sales from other developments, there are numerous previously-owned homes in the area of the District and in more established neighborhoods. Such homes could represent additional competition for new homes proposed to be sold within the District.

The competitive position of the Developers in the sale of developed lots and commercial tracts and of prospective builders in the construction of single-family residential houses within the District is affected by most of the factors discussed in this section. Such a competitive position directly affects the growth and maintenance of taxable values in the District. The District can give no assurance that building and marketing programs in the District by the Developers will be implemented or, if implemented, will be successful.

Maximum Impact on District Tax Rates

Assuming no further development, the value of the land and improvements currently within the District will be the major determinant of the ability or willingness of owners of property within the District to pay their taxes. The 2026 Taxable Assessed Valuation is $228,890,839, and the Estimated Taxable Assessed Valuation as of August 15, 2026, is $258,806,749. After issuance of the Bonds, the maximum annual debt service requirement will be $1,132,925 (2028), and the average annual debt service requirement will be $1,019,500 (2027-2050, inclusive). Assuming no increase or decrease from the 2026 Taxable Assessed Valuation and the Estimated Taxable Assessed Valuation as of August 15, 2026, the issuance of no additional debt, and no other funds available for the payment of debt service, tax rates of $0.53 and $0.47, respectively, based on the 2026 Taxable Assessed Valuation and $0.47 and $0.42, respectively, based on the Estimated Taxable Assessed Valuation as of August 15, 2026, per $100 of taxable assessed valuation at a ninety-five percent (95%) collection rate would be necessary to pay both the maximum annual debt service requirement and the average annual debt service requirements. See "DEBT SERVICE REQUIREMENTS."

No representations or suggestions are made that the estimated values of land and improvements provided by the Appraisal District as of August 15, 2026 for the District will be certified as taxable value by the Appraisal District, and no person should rely upon such amounts or their inclusion herein as assurance of their attainment. See "TAXING PROCEDURES."

Future Debt

The District reserves in the Bond Order the right to issue the remaining $92,950,000 principal amount of authorized but unissued unlimited tax bonds for the purpose of acquiring or constructing road facilities and $106,600,000 principal amount of unlimited tax bonds for the purpose of refunding such bonds, $68,900,00 principal amount of unlimited tax bonds authorized but unissued for the purpose of acquiring or constructing water, sanitary sewer and drainage facilities and $71,400,000 principal amount of unlimited tax bonds for the purpose of refunding such bonds. The District may issue additional bonds which may be voted hereafter. After reimbursement from the proceeds of the sale of the Bonds, the Developers will have expended approximately $14,000,000 (as of September 1, 2026) for design, construction and acquisition of water, sanitary sewer, and drainage facilities and road facilities not yet reimbursed. See "THE BONDS-Issuance of Additional Debt." The issuance of such obligations may adversely affect the investment security of the Bonds. The District does not employ any formula with regard to assessed valuations or tax collections or otherwise to limit the amount of bonds which may be issued. Any bonds issued by the District, however, must be approved by the Attorney General of Texas and the Board of the District and any bonds issued to acquire or construct water, sanitary sewer and drainage facilities must be approved by the Texas Commission on Environmental Quality (the "Commission").

Environmental and Air Quality Regulations

Wastewater treatment, water supply, storm sewer facilities and construction activities within the District are subject to complex environmental laws and regulations at the federal, state and local levels that may require or prohibit certain activities that affect the environment, such as

- Requiring permits for construction and operation of water wells, wastewater treatment and other facilities;
- Restricting the manner in which wastes are treated and released into the air, water and soils;
- Restricting or regulating the use of wetlands or other properties; or
- Requiring remedial action to prevent or mitigate pollution.

Sanctions against a municipal utility district or other type of special purpose district for failure to comply with environmental laws and regulations may include a variety of civil and criminal enforcement measures, including assessment of monetary penalties, imposition of remedial requirements and issuance of injunctions to ensure future compliance. Environmental laws and compliance with environmental laws and regulations can increase the cost of planning, designing, constructing and operating water production and wastewater treatment facilities. Environmental laws can also inhibit growth and development within the District. Further, changes in regulations occur frequently, and any changes that result in more stringent and costly requirements could materially impact the District.

Air Quality Issues: Air quality control measures required by the United States Environmental Protection Agency (the "EPA") and the Texas Commission on Environmental Quality (the "TCEQ") may impact new industrial, commercial and residential development in Brazos County. Under the Clean Air Act ("CAA") Amendments of 1990, Brazos County has been designated an attainment/unclassifiable area under three separate federal ozone standards: the one- hour (124 parts per billion ("ppb")) and eight hour (84 ppb) standards promulgated by the EPA in 1997 (the "1997 Ozone Standards"); the tighter, eight-hour ozone standard of 75 ppb promulgated by the EPA in 2008 (the "2008 Ozone Standard"), and the EPA's most-recent promulgation of an even lower, 70 ppb eight-hour ozone standard in 2015 (the "2015 Ozone Standard").

Although Brazos County is currently in attainment, Brazos County has been and continues to be near the non-attainment thresholds for ozone. Accordingly, it is possible that Brazos County could be re-classified as a nonattainment area should ozone levels increase. A designation of nonattainment for ozone or any other pollutant could negatively impact business due to additional permitting/regulatory constraints that accompany this designation and because of the community stigma associated with a nonattainment designation. It is possible that additional controls will be necessary to allow Brazos County to maintain attainment with the ozone standards. Such additional controls could have a negative impact on Brazos County's economic growth and development.

Water Supply & Discharge Issues: Water supply and discharge regulations that certain special districts, including the District, may be required to comply with involve: (1) public water supply systems; (2) wastewater discharges from treatment facilities; (3) storm water discharges; and (4) wetlands dredge and fill activities. Each of these is addressed below:

Texas Pollutant Discharge Elimination System ("TPDES") permits set limits on the type and quantity of discharge, in accordance with state and federal laws and regulations. The TCEQ reissued the TPDES Construction General Permit (TXR150000) ("CGP"), with an effective date of March 5, 2023, which is a general permit authorizing the discharge of stormwater runoff associated with small and large construction sites and certain non-stormwater discharges into surface water in the state. The CGP has a 5-year permit term, and is then subject to renewal. Moreover, the Clean Water Act ("CWA") and Texas Water Code require municipal wastewater treatment plants to meet secondary treatment effluent limitations and more stringent water quality-based limitations and requirements to comply with the Texas water quality standards. Any water quality-based limitations and requirements with which a municipal utility district must comply may have an impact on the municipal utility district's ability to obtain and maintain compliance with TPDES permits.

The TCEQ issued its General Permit for Phase II (Small) Municipal Storm Sewer Systems (the "MS4 Permit") on August 15, 2024. The MS4 Permit authorizes the discharge of stormwater to surface water in the state from small municipal separate storm sewer systems. While the District is not currently subject to the MS4 Permit, if the District's inclusion were required at a future date, the District could incur substantial costs to develop, implement, and maintain the necessary plans as well as to install or implement best management practices to minimize or eliminate unauthorized pollutants that may otherwise be found in stormwater runoff in order to comply with the MS4 Permit.

Operations of certain special districts, including the District, are also potentially subject to requirements and restrictions under the CWA regarding the use and alteration of wetland areas that are within the "waters of the United States." The District must obtain a permit from the United States Army Corps of Engineers ("USACE") if operations of the District require that wetlands be filled, dredged, or otherwise altered.

In 2023, the Supreme Court of the United States issued its decision in Sackett v. EPA, which clarified the definition of "waters of the United States" and significantly restricted the reach of federal jurisdiction under the CWA. Under the Sackett decision, "waters of the United States" includes only geographical features that are described in ordinary parlance as "streams, oceans, rivers, and lakes" and to adjacent wetlands that are indistinguishable from such bodies of water due to a continuous surface connection.

Subsequently, the EPA and USACE issued a final rule amending the definition of "waters of the United States" under the CWA to conform with the Supreme Court's decision.

While the Sackett decision removed a great deal of uncertainty regarding the ultimate scope of "waters of the United States" and the extent of EPA and USACE jurisdiction, operations of municipal utility districts, including the District, could potentially be subject to additional restrictions and requirements, including additional permitting requirements, in the future.

Tax Collection Limitations

The District's ability to make debt service payments may be adversely affected by its inability to collect ad valorem taxes. Under Texas law, the levy of ad valorem taxes by the District constitutes a lien in favor of the District on a parity with the liens of all other state and local taxing authorities on the property against which taxes are levied, and such lien may be enforced by foreclosure. The District's ability to collect ad valorem taxes through such foreclosure may be impaired by (a) cumbersome, time consuming and expensive collection procedures, (b) a bankruptcy court's stay of tax collection procedure against a taxpayer, or (c) market conditions limiting the proceeds from a foreclosure sale of taxable property. While the District has a lien on taxable property within the District for taxes levied against such property, such lien can be foreclosed only in a judicial proceeding. Attorney's fees and other costs of collecting any such taxpayer's delinquencies could substantially reduce the net proceeds to the District from a tax foreclosure sale. Finally, a bankruptcy court with jurisdiction over bankruptcy proceedings initiated by or against a taxpayer within the District pursuant to the Federal Bankruptcy Code could stay any attempt by the District to collect delinquent ad valorem taxes against such taxpayer. In addition to the automatic stay against collection of delinquent taxes afforded a taxpayer during the pendency of a bankruptcy, a bankruptcy could affect payment of taxes in two other ways: first, a debtor's confirmation plan may allow a debtor to make installment payments on delinquent taxes for up to six years; and, second, a debtor may challenge, and a bankruptcy court may reduce, the amount of any taxes assessed against the debtor, including taxes that have already been paid. See "TAXING PROCEDURES—District's Rights in the Event of Tax Delinquencies."

Certain Tax Exemptions Provided for Affordable Housing

A significant portion of the District's tax base is comprised of multi-family development. Certain multi-family housing may be exempt from ad valorem taxation by the District pursuant to Chapter 303 of the Texas Local Government Code (the "PFC Act"), Chapter 392 of the Texas Local Government Code (the "Housing Authority Act"), or Chapter 394 of the Texas Local Government Code (the "HFC Act"), if certain conditions are met.

The PFC Act authorizes cities, counties, school districts, housing authorities and special districts (a "Sponsor") to create a sponsored Public Facility Corporation ("PFC") to acquire, construct, rehabilitate, renovate, repair, equip, furnish and place in service public facilities. These activities may be financed through certain obligations of either the Sponsor or the PFC. Under the PFC Act, a "public facility" includes any real, personal, or mixed property, or an interest in property devoted or to be devoted to public use, and authorized to be financed under the PFC Act. A public facility, including a leasehold estate in a public facility, that is owned by a PFC is exempt from taxation by the State or a municipality or other political subdivision of the State, including the District. This exemption applies to both ad valorem and sales taxes levied by such taxing authorities. Subject to certain restrictions, a leasehold or other possessory interest granted by the PFC to the user of a PFC-owned multifamily residential development entitles that user to this same exemption. A PFC project approved on or after June 18, 2023, does not quality for an exemption with respect to taxes imposed by a conservation and reclamation district providing water, sewer, or drainage services to the development, unless an agreement is entered into with the district concerning payments in lieu of taxation. Projects for which PFC or Sponsor approval was received prior to the effective date of H.B. 2071 are governed by the prior law and are not subject to the same requirements. The District is not aware of any public facilities located within the boundaries of the District that are either owned or leased by a PFC.

The HFC Act provides for the formation of housing finance corporations ("HFCs") by municipalities and counties for the purpose of providing decent, safe, and sanitary housing at affordable prices to residents of local governments. Public property owned by an HFC, including property for which an HFC holds an equitable interest, is exempt from taxes imposed by the state or any political subdivision of the state, including conservation and reclamation districts such as the District, provided certain conditions are met under the HFC Act. This exemption applies to both ad valorem and sales taxes levied by taxing authorities where the qualified project is located. Section 394.904(d) (as added by H.B. 21, 89th Texas Legislature, Regular Session) provides in part that, for property acquired by an HFC after May 28, 2025, such ad valorem tax exemptions do not apply to taxes levied by a conservation or reclamation district created under Section 52, Article III, or Section 59, Article XVI, Texas Constitution, that provides water, sewer, or drainage service to the multifamily residential development owned by the HFC, unless the applicable HFC has entered into a written agreement with the district to make a payment to the district in lieu of taxation, in the amount specified in the agreement. Further, property acquired by an HFC prior to May 28, 2025, may become subject to taxation by a conservation and reclamation district in future tax years unless certain additional requirements are met under the HFC Act. The District is not aware of any public property located within the boundaries of the District that is owned by an HFC.

The Housing Authority Act authorizes cities and counties to create housing authorities to provide safe and sanitary housing for persons of low income within the area of operation of the housing authority. Multi-family property owned by a housing authority, including property for which a housing authority holds an equitable interest, is exempt from all taxes and special assessments of a city, county, the state, or another political subdivision, including conservation and reclamation districts such as the District, if certain conditions are met under the Housing Authority Act. The District is not aware of any public property located within the boundaries of the District that is owned by a housing authority.

Registered Owners' Remedies

If the District defaults in the payment of principal, interest, or redemption price on the Bonds when due, or if it fails to make payments into any fund or funds created in the Bond Order, or defaults in the observation or performance of any other covenants, conditions, or obligations set forth in the Bond Order, the Beneficial Owners have the right to seek a writ of mandamus issued by a court of competent jurisdiction requiring the District and its officials to observe and perform the covenants, obligations, or conditions prescribed in the Bond Order. Except for mandamus, the Bond Order does not specifically provide for remedies to protect and enforce the interests of the Beneficial Owners. There is no acceleration of maturity of the Bonds in the event of default and, consequently, the remedy of mandamus may have to be relied upon from year to year. Further, there is no trust indenture or trustee, and all legal actions to enforce such remedies would have to be undertaken at the initiative of, and be financed by, the Beneficial Owners.

Statutory language authorizing local governments such as the District to sue and be sued does not waive the local government's sovereign immunity from suits for money damages so that in the absence of other waivers of such immunity by the Texas Legislature, a default by the District in its covenants in the Bond Order may not be reduced to a judgment for money damages. Even if a judgment against the District for money damages could be obtained, it could not be enforced by direct levy and execution against the District's property. Further, the Beneficial Owners cannot themselves foreclose on property within the District or sell property within the District to enforce the tax lien on taxable property to pay the principal of and interest on the Bonds. The enforceability of the rights and remedies of the Beneficial Owners may further be limited by a State of Texas statute reasonably required to attain an important public purpose or by laws relating to bankruptcy, reorganization or other similar laws of general application affecting the rights of creditors of political subdivisions, such as the District.

Bankruptcy Limitation to Registered Owners' Rights

Subject to the requirements of Texas law, the District may voluntarily proceed under Chapter 9 of the Federal Bankruptcy Code, 11 U.S.C. Section 901-946, if the District: (1) is authorized to file for federal bankruptcy protection by Texas law; (2) is insolvent or unable to meet its debts as they mature; (3) desires to effect a plan to adjust such debts; and (4) has either obtained the agreement of or negotiated in good faith with its creditors or is unable to negotiate with its creditors because negotiation is impracticable. Under Texas law, the District must also obtain the approval of the Commission prior to filing bankruptcy. Such law requires that the Commission investigate the financial conditions of the District and authorize the District to proceed only if the District has fully exercised its rights and powers under Texas law and remains unable to meet its debts and other obligations as they mature.

Notwithstanding noncompliance by a district with Texas law requirements, the District could file a voluntary bankruptcy petition under Chapter 9, thereby invoking the protection of the automatic stay until the bankruptcy court, after a hearing, dismisses the petition. A federal bankruptcy court is a court of equity and federal bankruptcy judges have considerable discretion in the conduct of bankruptcy proceedings and in making the decision of whether to grant the petitioning District relief from its creditors. While such a decision might be appealable, the concomitant delay and loss of remedies to the Registered Owner could potentially and adversely impair the value of the Registered Owner's claim.

If the District decides in the future to proceed voluntarily under the federal Bankruptcy Code, the District could develop and file a plan for the adjustment of its debts. If such a plan were confirmed by the bankruptcy court, it could, among other things, affect the Registered Owners by reducing or eliminating the interest rate or the principal amount, modifying or abrogating collateral or security arrangements, substituting (in whole or in part) other securities, and otherwise compromising and modifying the rights and remedies of such Registered Owner's claim against the District.

A district may not be forced into bankruptcy involuntarily.

Continuing Compliance with Certain Covenants

The Bond Order contains covenants by the District intended to preserve the exclusion from gross income of interest on the Bonds. Failure by the District to comply with such covenants in the Bond Order on a continuous basis prior to maturity of the Bonds could result in interest on the Bonds becoming taxable retroactively to the date of original issuance. See "LEGAL MATTERS—Tax Exemption."

Marketability

The District has no agreement with the Underwriter regarding the reoffering yields or prices of the Bonds and has no control over trading of the Bonds in the secondary market. Moreover, there is no assurance that a secondary market will be made in the Bonds. If there is a secondary market, the difference between the bid and asked price of the Bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional issuers as such bonds are generally bought, sold or traded in the secondary market.

Cybersecurity

The District's consultants use digital technologies to collect taxes, hold funds and process disbursements. These systems necessarily hold sensitive protected information that is valued on the black market. As a result, the electronic systems and networks of organizations like the District's consultants are considered targets for cyber-attacks and other potential breaches of their systems. To the extent the District is determined to be the party responsible for various electronic systems or suffers a loss of funds due to a security breach, there could be a material adverse effect on the District's finances.

Risk Factors Related to the Purchase of Municipal Bond Insurance

The District has applied for a bond insurance policy (the "Policy") to guarantee the scheduled payment of principal and interest on the Bonds. If the Policy is issued, investors should be aware of the following investment considerations:

The long-term ratings on the Bonds are dependent in part on the financial strength of the Bond Insurer (the "Insurer") and its claim paying ability. The Insurer's financial strength and claims paying ability are predicated upon a number of factors which could change over time. No assurance is given that the long-term ratings of the Insurer and of the ratings on the Bonds insured by the Insurer will not be subject to downgrade and such event could adversely affect the market price of the Bonds or the marketability (liquidity) for the Bonds. See description of "MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE."

The obligations of the Insurer are contractual obligations and in an event of default by the Insurer, the remedies available may be limited by applicable bankruptcy law or state law related to insolvency of insurance companies.

Neither the District nor the Underwriter has made independent investigation into the claims paying ability of the Insurer and no assurance or representation regarding the financial strength or projected financial strength of the Insurer is given. Thus, when making an investment decision, potential investors should carefully consider the ability of the District to pay principal and interest on the Bonds and the claims paying ability of the Insurer, particularly over the life of the investment. See "MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE" for further information provided by the Insurer and the Policy, which includes further instructions for obtaining current financial information concerning the Insurer.

Future and Proposed Legislation

Tax legislation, administrative actions taken by tax authorities, or court decisions, whether at the Federal or state level, may adversely affect the tax-exempt status of interest on the Bonds under Federal or state law and could affect the market price or marketability of the Bonds. Any such proposal could limit the value of certain deductions and exclusions, including the exclusion for tax-exempt interest. The likelihood of any such proposal being enacted cannot be predicted. Prospective purchasers of the Bonds should consult their own tax advisors regarding the foregoing matters.

LEGAL MATTERS

Legal Opinions

The District will furnish to the Underwriter a transcript of certain certified proceedings incident to the issuance and authorization of the Bonds, including a certified copy of the approving legal opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Attorney General has examined a transcript of proceedings authorizing the issuance of the Bonds, and that based upon such examination, the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax, without legal limitation as to rate or amount, levied upon all taxable property within the District. The District will also furnish the approving legal opinion of Schwartz, Page & Harding, L.L.P., Houston, Texas, Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding obligations of the District under the Constitution and laws of the State of Texas, except to the extent that enforcement of the rights and remedies of the Registered Owners of the Bonds may be limited by laws relating to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District and to the effect that interest on the Bonds is excludable from gross income for federal income tax purposes under the statutes, regulations, published rulings and court decisions existing on the date of such opinion, assuming compliance by the District with certain covenants relating to the use and investment of the proceeds of the Bonds. See "Tax Exemption" below. The legal opinion of Bond Counsel will further state that the Bonds are payable, both as to principal and interest, from the levy of ad valorem taxes, without legal limitation as to rate or amount, upon all taxable property within the District. Bond Counsel's opinion will also address the matters described below.

In addition to serving as Bond Counsel, Schwartz, Page & Harding, L.L.P., also serves as counsel to the District on matters not related to the issuance of bonds. The legal fees to be paid to Bond Counsel for services rendered in connection with the issuance of the Bonds are based upon a percentage of bonds actually issued, sold and delivered, and, therefore, such fees are contingent upon the sale and delivery of the Bonds. Certain legal matters will be passed upon for the District by McCall, Parkhurst & Horton L.L.P., Houston, Texas, as Disclosure Counsel.

The various legal opinions to be delivered concurrently with the delivery of the Bonds express the professional judgment of the attorneys rendering the opinions as to the legal issues explicitly addressed therein. In rendering a legal opinion, the attorney does not become an insurer or guarantor of the expression of professional judgment, of the transaction opined upon, or of the future performance of the parties to the transaction, nor does the rendering of an opinion guarantee the outcome of any legal dispute that may arise out of the transaction.

Legal Review

In its capacity as Bond Counsel, Schwartz, Page & Harding, L.L.P., has reviewed the information appearing in this Official Statement under the captioned sections "THE BONDS," "THE DISTRICT—General," "UTILITY AGREEMENT BETWEEN THE DISTRICT AND THE CITY OF COLLEGE STATION," "MANAGEMENT OF THE DISTRICT—Bond Counsel and General Counsel," "TAXING PROCEDURES," and "LEGAL MATTERS" solely to determine whether such information fairly summarizes the law and documents referred to therein. Such firm has not independently verified factual information contained in this Official Statement, nor has such firm conducted an investigation of the affairs of the District for the purpose of passing upon the accuracy or completeness of this Official Statement. No person is entitled to rely upon such firm's limited participation as an assumption of responsibility for, or an expression of opinion of any kind with regard to, the accuracy or completeness of any of the other information contained herein.

Tax Exemption

On the date of initial delivery of the Bonds, Bond Counsel will render its opinion that, in accordance with statutes, regulations, published rulings and court decisions existing on the date thereof ("Existing Law"), (1) interest on the Bonds for federal income tax purposes will be excludable from the "gross income" of the holders thereof, and (2) the Bonds will not be treated as "specified private activity bonds" the interest on which would be included as an alternative minimum tax preference item under Section 57(a)(5) of the Internal Revenue Code of 1986, as amended (the "Code"). Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the ownership of, receipt of interest on or disposition of the Bonds.

In rendering its opinion, Bond Counsel will rely upon, and assume continuing compliance with, (a) certain information and representations of the District, including information and representations contained in the District's federal tax certificate issued in connection with the Bonds, and (b) covenants of the District contained in the Bond Order relating to certain matters, including arbitrage and the use of the proceeds of the Bonds and the property financed or refinanced therewith. Failure by the District to observe the aforementioned representations or covenants could cause the interest on the Bonds to become taxable retroactively to the date of issuance.

Bond Counsel's opinion represents its legal judgment based upon its review of Existing Law and the reliance on the aforementioned information, representations and covenants. Bond Counsel's opinion is not a guarantee of a result. Existing Law, upon which Bond Counsel has based its opinion, is subject to change by Congress, administrative interpretation by the Department of the Treasury and to subsequent judicial interpretation. There can be no assurance that Existing Law or the interpretation thereof will not be changed in a manner which would adversely affect the tax treatment of ownership of the Bonds.

Qualified Tax-Exempt Obligations

Section 265(a) of the Code provides, in pertinent part, that interest paid or incurred by a taxpayer, including a "financial institution," on indebtedness incurred or continued to purchase or carry tax-exempt obligations is not deductible in determining the taxpayer's taxable income. Section 265(b) of the Code provides an exception to the disallowance of such deduction for any interest expense paid or incurred on indebtedness of a taxpayer that is a "financial institution" allocable to tax-exempt obligations, other than "private activity bonds," that are designated by a "qualified small issuer" as "qualified tax-exempt obligations." A "qualified small issuer" is any governmental issuer (together with any "on-behalf of" and "subordinate" issuers) who issues no more than $10,000,000 of tax-exempt obligations during the calendar year. Section 265(b)(5) of the Code defines the term "financial institution" as any "bank" described in Section 585(a)(2) of the Code, or any person accepting deposits from the public in the ordinary course of such person's trade or business that is subject to federal or state supervision as a financial institution. Notwithstanding the exception to the disallowance of the deduction of interest on indebtedness related to "qualified tax-exempt obligations" provided by Section 265(b) of the Code, Section 291 of the Code provides that the allowable deduction to a "bank," as defined in Section 585(a)(2) of the Code, for interest on indebtedness incurred or continued to purchase "qualified tax-exempt obligations" shall be reduced by twenty-percent (20%) as a "financial institution preference item."

The District has designated the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b) of the Code. In furtherance of that designation, the District will covenant to take such action that would assure, or to refrain from such action that would adversely affect, the treatment of the Bonds as "qualified tax-exempt obligations." Potential purchasers should be aware that if the issue price to the public exceeds $10,000,000, there is a reasonable basis to conclude that the payment of a de minimis amount of premium in excess of $10,000,000 is disregarded; however, the Internal Revenue Service could take a contrary view. If the Internal Revenue Service takes the position that the amount of such premium is not disregarded, then such obligations might fail to satisfy the aforementioned dollar limitation and the Bonds would not be "qualified tax-exempt obligations."

Collateral Federal Income Tax Consequences

The following discussion is a summary of certain collateral federal income tax consequences resulting from the purchase, ownership or disposition of the Bonds. This discussion is based on Existing Law which is subject to change or modification retroactively.

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences. The following discussion is applicable to investors, other than those who are subject to special provisions of the Code, including financial institutions, life insurance and property and casualty insurance companies, owners of interests in a FASIT, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, certain S corporations with accumulated earnings and profits and excess passive investment income, foreign corporations subject to the branch profits tax, taxpayers qualifying for the health-insurance premium assistance credit, and individuals allowed an earned income credit. THE DISCUSSION CONTAINED HEREIN MAY NOT BE EXHAUSTIVE. INVESTORS, INCLUDING THOSE WHO ARE SUBJECT TO SPECIFIC PROVISIONS OF THE CODE, SHOULD CONSULT THEIR OWN TAX ADVISORS AS TO THE TAX TREATMENT WHICH MAY BE ANTICIPATED TO RESULT FROM THE PURCHASE, OWNERSHIP, AND DISPOSITION OF TAX-EXEMPT OBLIGATIONS BEFORE DETERMINING WHETHER TO PURCHASE THE BONDS.

Interest on the Bonds may be includable in certain corporation's "adjusted financial statement income" determined under Section 56A of the Code to calculate the alternative minimum tax imposed by Section 55 of the Code.

Under Section 6012 of the Code, holders of tax-exempt obligations, such as the Bonds, may be required to disclose interest received or accrued during each taxable year on their returns of federal income taxation.

Section 1276 of the Code provides for ordinary income tax treatment of gain recognized upon the disposition of a tax-exempt obligation, such as the Bonds, if such obligation was acquired at a "market discount" and if the fixed maturity of such obligation is equal to, or exceeds, one year from the date of issue. Such treatment applies to "market discount bonds" to the extent such gain does not exceed the accrued market discount of such bonds; although for this purpose, a de minimis amount of market discount is ignored. A "market discount bond" is one which is acquired by the holder at a purchase price which is less than the stated redemption price at maturity or, in the case of a bond issued at an original issue discount, the "revised issue price" (i.e., the issue price plus accrued original issue discount). The "accrued market discount" is the amount which bears the same ratio to the market discount as the number of days during which the holder holds the obligation bears to the number of days between the acquisition date and the final maturity date.

State, Local and Foreign Taxes

Investors should consult their own tax advisors concerning the tax implications of the purchase, ownership or disposition of the Bonds under applicable state or local laws. Foreign investors should also consult their own tax advisors regarding the tax consequences unique to investors who are not United States persons.

Tax Accounting Treatment of Original Issue Discount and Premium Bonds

The initial public offering price to be paid for one or more maturities of the Bonds may be less than the principal amount thereof or one or more periods for the payment of interest on the Bonds may not be equal to the accrued period or be in excess of one year (the "Original Issue Discount Bonds"). The difference between (i) the "stated redemption price at maturity" of each Original Issue Discount Bond, and (ii) the initial offering price to the public of such Original Issue Discount Bond constitutes original issue discount with respect to such Original Issue Discount Bond in the hands of any owner who has purchased such Original Issue Discount Bond in the initial public offering of the Bonds. The "stated redemption price at maturity" means the sum of all payments to be made on the Bonds less the amount of all periodic interest payments. Periodic interest payments are payments which are made during equal accrual periods (or during any unequal period if it is the initial or final period) and which are made during accrual periods which do not exceed one year.

Under Existing Law, such initial owner is entitled to exclude from gross income (as defined in Section 61 of the Code) an amount of income with respect to such Original Issue Discount Bond equal to that portion of the amount of such original issue discount allocable to the period that such Original Issue Discount Bond continues to be owned by such owner. See "Tax Exemption" herein for a discussion of certain collateral federal tax consequences.

In the event of the redemption, sale or other taxable disposition of such Original Issue Discount Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such Original Issue Discount Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such Original Issue Discount Bond was held by such initial owner) is includable in gross income.

Under Existing Law, the original issue discount on each Original Issue Discount Bond is accrued daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such Original Issue Discount Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (a) the sum of the issue price and amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (b) the amounts payable as current interest during such accrual period on such Bond.

The federal income tax consequences of the purchase, ownership, redemption, sale or other disposition of Original Issue Discount Bonds which are not purchased in the initial offering at the initial offering price may be determined according to rules which differ from those described above. ALL OWNERS OF ORIGINAL ISSUE DISCOUNT BONDS SHOULD CONSULT THEIR OWN TAX ADVISORS WITH RESPECT TO THE DETERMINATION FOR FEDERAL, STATE AND LOCAL INCOME TAX PURPOSES OF INTEREST ACCRUED UPON REDEMPTION, SALE OR OTHER DISPOSITION OF SUCH ORIGINAL ISSUE DISCOUNT BONDS AND WITH RESPECT TO THE FEDERAL, STATE, LOCAL AND FOREIGN TAX CONSEQUENCES OF THE PURCHASE, OWNERSHIP, REDEMPTION, SALE OR OTHER DISPOSITION OF SUCH ORIGINAL ISSUE DISCOUNT BONDS.

The initial public offering price to be paid for certain maturities of the Bonds may be greater than the amount payable on such Bonds at maturity (the "Premium Bonds"). An amount equal to the difference between the initial public offering price of a Premium Bond (assuming that a substantial amount of the Premium Bonds of that maturity are sold to the public at such price) and the amount payable at maturity constitutes premium to the initial purchaser of such Premium Bonds. The basis for federal income tax purposes of a Premium Bond in the hands of such initial purchaser must be reduced each year by the amortizable bond premium. Such reduction in basis will increase the amount of any gain (or decrease the amount of any loss) to be recognized for federal income tax purposes upon a sale or other taxable disposition of a Premium Bond. The amount of premium which is amortizable each year by an initial purchaser is determined by using such purchaser's yield to maturity. PURCHASERS OF THE PREMIUM BONDS SHOULD CONSULT WITH THEIR OWN TAX ADVISORS WITH RESPECT TO THE DETERMINATION OF AMORTIZABLE BOND PREMIUM WITH RESPECT TO THE PREMIUM BONDS FOR FEDERAL INCOME TAX PURPOSES AND WITH RESPECT TO THE STATE AND LOCAL TAX CONSEQUENCES OF OWNING PREMIUM BONDS.

REGISTRATION AND QUALIFICATION UNDER SECURITIES LAWS

The offer and sale of the Bonds have not been registered or qualified under the Securities Act of 1933, as amended, in reliance upon the exemptions provided thereunder; the Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; and the Bonds have not been registered or qualified under the securities laws of any other jurisdiction.

The District assumes no responsibility for registration or qualification of the Bonds under the securities laws of any jurisdiction in which the Bonds may be sold, assigned, pledged, hypothecated or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration provisions.

NO MATERIAL ADVERSE CHANGE

The obligations of the Underwriter to take and pay for the Bonds, and the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the financial condition of the District subsequent to the date of sale from that set forth or contemplated in the Preliminary Official Statement, as it may have been supplemented or amended through the date of the sale.

NO LITIGATION CERTIFICATE

With the delivery of the Bonds, the President or Vice President and Secretary or Assistant Secretary of the Board will, on behalf of the District, execute and deliver to the Underwriter a certificate dated as of the date of delivery, to the effect that no litigation of any nature of which the District has notice is pending against or, to the knowledge of the District's certifying officers, threatened against the District, either in state or federal courts, contesting or attacking the Bonds; restraining or enjoining the authorization, execution or delivery of the Bonds; affecting the provision made for the payment of or security for the Bonds; in any manner questioning the authority or proceedings for the authorization, execution or delivery of the Bonds; or affecting the validity of the Bonds, the corporate existence or boundaries of the District or the title of the then present officers and directors of the Board.

MUNICIPAL BOND RATING AND MUNICIPAL BOND INSURANCE

The District has not applied for an underlying rating nor is it expected that the District would have received an investment grade rating had such application been made.

Application has also been made to various municipal bond insurance companies for qualification of the Bonds for municipal bond insurance. If qualified, such insurance will be available at the option of the Underwriter and at the Underwriter's expense. See "RISK FACTORS—Risk Factors Related to the Purchase of Municipal Bond Insurance."

SALE AND DISTRIBUTION OF THE BONDS

After requesting competitive bids for the Bonds, the District accepted the bid resulting in the lowest net interest cost, which bid was rendered by _____(the "Underwriter") bearing the interest rates shown on the cover page of this Official Statement, at a price of _____% of the principal amount thereof which resulted in a net effective interest rate of _____% as calculated pursuant to Chapter 1204, Texas Government Code (the "IBA" method).

The prices and other terms with respect to the offering and the sale of the Bonds may be changed from time to time by the Underwriter after the Bonds are released for sale, and the Bonds may be offered and sold at prices other than the initial prices, including sales to dealers who may sell the Bonds into investment accounts. In connection with the offering of the Bonds, the Underwriter may over-allocate or effect transactions which stabilize or maintain the market prices of the Bonds at levels above those which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The District has no control over trading of the Bonds in the secondary market. Moreover, there is no guarantee that a secondary market will be made in the Bonds. In such a secondary market, the difference between the bid and asked price of municipal utility district bonds may be greater than the difference between the bid and asked price of bonds of comparable maturity and quality issued by more traditional municipal entities, which are more generally bought, sold or traded in the secondary market.

PREPARATION OF OFFICIAL STATEMENT

Sources and Compilation of Information

The financial data and other information contained in this Official Statement has been obtained primarily from the District's records, the Developers, the Engineer, the Tax Assessor/Collector, the Appraisal District and information from other sources believed to be reliable. No guarantee is made by the District as to the accuracy or completeness of the information derived from sources other than the District, and the inclusion herein of information from sources other than the District is not to be construed as a representation on the part of the District to such effect, except as described below under "CERTIFICATION OF OFFICIAL STATEMENT." Furthermore, there is no guarantee that any of the assumptions or estimates contained herein will be realized. The summaries of the agreements, reports, statutes, resolutions, engineering and other related information set forth in this Official Statement are included herein subject to all of the provisions of such documents. These summaries do not purport to be complete statements of such provisions, and reference is made to such documents for further information.

Financial Advisor

Masterson Advisors LLC is employed as the Financial Advisor to the District to render certain professional services, including advising the District on a plan of financing and preparing the OFFICIAL STATEMENT, including the OFFICIAL NOTICE OF SALE and the OFFICIAL BID FORM for the sale of the Bonds. In its capacity as Financial Advisor, Masterson Advisors LLC has compiled and edited this OFFICIAL STATEMENT. The Financial Advisor has reviewed the information in this OFFICIAL STATEMENT in accordance with, and as a part of, its responsibilities to the District and, as applicable, to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Financial Advisor does not guarantee the accuracy or completeness of such information.

Consultants

In approving this Official Statement, the District has relied upon the following consultants in addition to the Financial Advisor.

Engineer: The information contained in this Official Statement relating to engineering and to the description of the System and, in particular that information included in the sections entitled "THE DISTRICT" and "THE ROADS" (as it relates to District facilities) has been provided by EHRA Engineering and has been included herein in reliance upon the authority of said firm as experts in the field of civil engineering.

Appraisal District: The information contained in this Official Statement relating to the Assessed Valuations of the District has been provided by the Brazos Central Appraisal District and has been included herein in reliance upon the authority of such entity as experts in assessing the values of property in Brazos County, including the District.

Tax Assessor Collector: The information contained in this Official Statement relating to the historical breakdown of the Certified Taxable Assessed Valuations, principal taxpayers, and certain other historical data concerning tax rates and tax collections has been provided by Assessments of the Southwest, Inc. and is included herein in reliance upon Assessments of the Southwest, Inc. as an expert in collecting taxes.

Auditor: The financial statements of the District as of May 31, 2025 and for the year then ended, included in this offering document, have been audited by Forvis Mazars, LLP, independent auditors, as stated in their report appearing herein. See "APPENDIX A."

UPDATING OF OFFICIAL STATEMENT

For the period beginning on the date of the award of the sale of the Bonds to the Underwriter and ending on the ninety-first (91st) day after the "end of the underwriting period," (as defined in Rule 15c(2)-12(f)(2) of the United States Securities and Exchange Commission (the "SEC")), if any event shall occur of which the District has knowledge and as a result of which it is necessary to amend or supplement this Official Statement in order to make the statements herein, in light of the circumstances when this Official Statement is delivered to a prospective purchaser, not materially misleading, the District will promptly notify the Underwriter of the occurrence of such event and will cooperate in the preparation of a revised Official Statement, or amendments or supplements hereto, so that the statements in this Official Statement, as revised, amended or supplemented, will not, in light of the circumstances when this Official Statement is delivered to a prospective purchaser, be materially misleading. The District assumes no responsibility for supplementing this Official Statement thereafter.

CERTIFICATION OF OFFICIAL STATEMENT

The District, acting through its Board in its official capacity and in reliance upon the experts listed above, hereby certifies, as of the date hereof, that the information, statements, and descriptions or any addenda, supplement and amendment thereto pertaining to the District and its affairs contained herein, to the best of its knowledge and belief, contain no untrue statement of a material fact and do not omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading. With respect to information included in this Official Statement other than that relating to the District, the District has no reason to believe that such information contains any untrue statement of a material fact or omits to state any material fact necessary to make the statements herein, in the light of the circumstances under which they are made, not misleading; however, the Board has made no independent investigation as to the accuracy or completeness of the information derived from sources other than the District.

CONTINUING DISCLOSURE OF INFORMATION

In the Bond Order, the District has made the following agreement for the benefit of the registered and beneficial owners of the Bonds. The District is required to observe the agreement for so long as it remains obligated to advance funds to pay the Bonds. Under the agreement, the District will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (the "MSRB").

Annual Reports

The District will provide annually to the MSRB certain updated financial information and operating data. The information to be updated includes all quantitative financial information and operating data of the general type included in this OFFICIAL STATEMENT under the headings "FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED," "GENERAL FUND," "DEBT SERVICE REQUIREMENTS," "TAX DATA," (most of which information is contained in the District's annual audited financial statements) and in "APPENDIX A." The District will update and provide this information within six (6) months after the end of each fiscal year ending in or after 2027.

The District may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by SEC Rule 15c2-12. The updated information will include audited financial statements, if the District commissions an audit and the audit is completed by the required time. If the audit of such financial statements is not complete within such period, then the District will provide unaudited financial statements by the required time and audited financial statements when and if such audited financial statements become available. Any such financial statements will be prepared in accordance with the accounting principles described in the Bond Order or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation.

The District's current fiscal year end is May 31. Accordingly, it must provide updated information by November 30 in each year, unless the District changes its fiscal year. If the District changes its fiscal year, it will notify the MSRB of the change.

Event Notices

The District will provide timely notices of certain events to the MSRB, but in no event will such notices be provided to the MSRB in excess of ten business days after the occurrence of an event. The District will provide notice of any of the following events with respect to the Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701 TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other events affecting the tax-exempt status of the Bonds; (7) modifications to rights of Beneficial Owners of the Bonds, if material; (8) bond calls, if material, and tender offers; (9) defeasances; (10) release, substitution, or sale of property securing repayment of the Bonds, if material; (11) rating changes; (12) bankruptcy, insolvency, receivership or similar event of the District or other obligated person within the meaning of CFR § 240.15c2-12 (the "Rule"); (13) consummation of a merger, consolidation, or acquisition involving the District or other obligated person within the meaning of the Rule or the sale of all or substantially all of the assets of the District or other obligated person within the meaning of the Rule, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of an definitive agreement relating to any such actions, other than pursuant to its terms, if material; (14) appointment of a successor or additional trustee or the change of name of a trustee, if material; (15) incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material; and (16) default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties. The terms "financial obligation" and "material" when used in this paragraph shall have the meanings ascribed to them under federal securities laws.

Neither the Bonds nor the Bond Order makes any provision for debt service reserves or liquidity enhancement. In addition, the District will provide timely notice of any failure by the District to provide financial information, operating data, or financial statements in accordance with its agreement described above under "Annual Reports."

Availability of Information from the MSRB

The District has agreed to provide the foregoing information only to the MSRB. Investors can access continuing disclosure information filed with the MSRB at www.emma.msrb.org.

Limitations and Amendments

The District has agreed to update information and to provide notices of specified events only as described above. The District has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition or prospects or agreed to update any information that is provided, except as described above. The District makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Bonds at any future date. The District disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its continuing disclosure agreement or from any statement made pursuant to its agreement, although Holders and beneficial owners of the Bonds may seek a writ of mandamus to compel the District to comply with its agreement.

The District may amend its continuing disclosure agreement to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or operations of the District, but only if the agreement, as amended, would have permitted an underwriter to purchase or sell Bonds in the offering described herein in compliance with SEC Rule 15c2-12, taking into account any amendments and interpretations of SEC Rule 15c2-12 to the date of such amendment, as well as changed circumstances, and either the Holders of a majority in aggregate principal amount of the outstanding Bonds consent or any person unaffiliated with the District (such as a nationally recognized bond counsel) determines that the amendment will not materially impair the interests of the beneficial owners of the Bonds. The District may also amend or repeal the agreement if the SEC amends or repeals the applicable provisions of SEC Rule 15c2-12 or a court of final jurisdiction determines that such provisions are invalid but in either case, only to the extent that its right to do so would not prevent the Underwriter from lawfully

purchasing the Bonds in the offering described herein. If the District so amends the agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reason for the amendment and of the impact of any change in the type of financial information and operating data so provided.

Compliance With Prior Undertakings

During the last five years, the District has complied in all material respects with all continuing disclosure agreements made by it in accordance with SEC Rule 15c2-12.

MISCELLANEOUS

All estimates, statements and assumptions in this Official Statement and the Appendix hereto have been made on the basis of the best information available and are believed to be reliable and accurate. Any statements in this Official Statement involving matters of opinion or estimates, whether or not expressly so stated, are intended as such and not as representations of fact, and no representation is made that any such statements will be realized.

This Official Statement was approved by the Board of Directors of Rock Prairie Management District No. 2, as of the date shown on the cover page.

/s/_____
President, Board of Directors

ATTEST:

/s/_____
Secretary, Board of Directors

AERIAL PHOTO

(Approximate boundaries as of October 2026)

PHOTOGRAPHS

(Taken October 2026)

APPENDIX A

Independent Auditor's Report and Financial Statements for the fiscal year ended May 31, 2025

MASTERSON ADVISORS LLC

Anthea W. Moran
Managing Director

September 17, 2026

City of College Station
1101 Texas Avenue
College Station, Texas 77840
Attn: Finance Department

Re: Rock Prairie Management District No. 2
Unlimited Tax Bonds, Series 2026

Dear Sir or Madam,

This letter is written in connection with the referenced bond issue by Rock Prairie Management District No. 2 (the "District").

As the District's financial advisor, we hereby certify that the proposed bonds are being issued within the existing economic feasibility guidelines established by the Texas Commission Environmental Quality and should meet all of the requirements set out in the City's ordinance approving creation of the District.

Sincerely,

Anthea W. Moran
Managing Director

3 Greenway Plaza, Suite 1100, Houston, TX 77063
Anthea.Moran@MastersonAdvisors.com
713-814-0552

ORDER AUTHORIZING THE ISSUANCE OF
$2,500,000 UNLIMITED TAX BONDS, SERIES 2026

BE IT ORDERED BY THE BOARD OF DIRECTORS OF ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2:

ARTICLE ONE

STATUTORY AUTHORITY, RECITALS AND FINDINGS

SECTION 1.01: AUTHORITY FOR THE DISTRICT. Rock Prairie Management District No. 2 (the "District"), was organized, created and established as a conservation and reclamation district and political subdivision of the State of Texas by an Act of the 83rd Texas Legislature effective June 14, 2013 (the "Act"), codified as Chapter 3909, Texas Special District Local Laws Code, pursuant to the provisions of Article III, Sections 52 and 52-a, and Article XVI, Section 59, of the Constitution of Texas, and operates under and is governed by the provisions of the Act, Chapter 49, V.T.C.A. Water Code, and Chapter 375, V.T.C.A. Local Government Code.

SECTION 1.02: PURPOSES OF THE DISTRICT. The District was created and operates by and pursuant to the Act for the following purposes:

(a) the control, storage, preservation and distribution of its storm water and floodwater, the water of its rivers and streams for irrigation, power, and all other useful purposes;

(b) the reclamation and irrigation of its arid, semiarid, and other land needing irrigation;

(c) the reclamation and drainage of its overflowed land and other land needing drainage;

(d) the conservation and development of its forests, water, and hydroelectric power;

(e) the navigation of its inland and coastal water;

(f) the control, abatement, and change of any shortage or harmful excess of water;

(g) the protection, preservation and restoration of the purity and sanitary condition of water within the state;

(h) the preservation of all natural resources of the state;

(i) developing and diversifying the economy of this state;

(j) eliminating unemployment and underemployment; and

(k) developing or expanding transportation and commerce.

SECTION 1.03: POWERS OF THE DISTRICT. The District is authorized by the Act to:

(a) purchase, construct, acquire, own, operate, maintain, repair, improve, or extend inside and outside its boundaries any and all land, works, improvements, facilities, plants, equipment and appliances necessary to accomplish the purposes of its creation, including all works, improvements, facilities, plants, equipment and appliances incident, helpful, or necessary to:

(i) supply water for municipal uses, domestic uses, power and commercial purposes and all other beneficial uses or controls;

(ii) collect, transport, process, dispose of and control all domestic, industrial, or communal wastes whether in fluid, solid, or composite state;

(iii) gather, conduct, divert, and control local storm water or other local harmful excesses of water in the District;

(iv) irrigate the land in the District;

(v) alter land elevation in the District where it is needed;

(vi) navigate coastal and inland waters of the District;

(b) finance, develop and maintain recreational facilities for the people of the District, if and as allowed by applicable law;

(c) design, acquire, construct, improve, finance and issue bonds, notes or other obligations for roads, under the authority of Article III, Section 52, Texas Constitution and the Act; and

(d) provide, design, construct, acquire, improve, relocate, operate, maintain, or finance an improvement project or service authorized under the Act or Chapter 375, Local Government Code.

SECTION 1.04: AUTHORITY OF THIS ORDER. The District is authorized by the Act to issue bonds for the purpose of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending any District works, improvements, facilities, plants, equipment, and appliances needed to accomplish the purposes for which the District was created, including works, improvements, facilities, plants, equipment and appliances needed to provide a waterworks system, sanitary sewer system, drainage system, and solid waste disposal system, or to make payment of sums due or to become due under contracts for such purposes, or to refund or provide for payment of any outstanding bonds, notes or other obligations of the District. Said bonds are authorized by the Act and by V.T.C.A. Government Code, §1201.001 *et seq.*, as amended, to be

issued in various series or issues, with or without interest coupons, in any denomination, payable at such time or times, in such amount or amounts or installments, at such place or places, in such form, under such terms, conditions, and details, in such manner, redeemable prior to maturity at any time or times, bearing no interest, or bearing interest at any rate or rates (either fixed, variable, floating, adjustable, or otherwise), all as determined by the Board of Directors of the District, and the Board of Directors finds that issuance of said bonds in multiple series or issues over an extended period of time is in the best interests of the District in order to ensure the continuing and orderly development of the District on terms and conditions which are feasible and practical.

SECTION 1.05: FINDINGS. It is hereby found, determined and declared that:

(a) the matters and facts set out in this Article One are true and correct;

(b) at an election held within and for the District on November 3, 2015, the District was authorized to issue bonds in the maximum aggregate principal amount of $71,400,000 for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending a waterworks system, a sanitary sewer system, and a drainage and storm sewer system, including, but not limited to, all additions to such systems and all land, improvements, facilities, plants, equipment, appliances, interests in property, and regional, regulatory or joint use participation rights or contract rights needed therefor and administrative facilities needed in connection therewith, and to provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District;

(c) at an election held within and for the District on November 3, 2015, the District was authorized to issue bonds in the maximum aggregate principal amount of $106,600,000 for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending road facilities or facilities in aid thereof, including, but not limited to, landscaping, lighting, banners, and signs, signalization, beautification, sidewalks and crosswalks, and all additions to such facilities and all land, improvements, facilities, equipment, appliances, interests in property and contract rights needed therefor, and administrative facilities needed in connection therewith, and to provide for the payment of the principal of and interest on such bonds by the levy and collection annually of a sufficient tax upon all taxable property within the District;

(d) at an election held within and for the District on November 3, 2015, the District was authorized to issue refunding bonds in the maximum aggregate principal amount of $178,000,000 to provide for the refunding by any lawful means of all or any portion of the Outstanding Bonds (hereinafter defined), the Bonds (hereinafter defined), Additional Bonds (hereinafter defined), or refunding bonds payable in whole or in part from taxes;

(e) the election described in paragraphs (b) through (d) hereof was called and held under and in strict conformity with the Constitution and laws of the State of Texas

and of the United States of America, and the Board of Directors of the District has heretofore officially declared the results of said election and declared that the District was legally created and authorized to issue the bonds described in paragraphs (b) through (d) above, provided that City of College Station consent will be required prior to the issuance of bonds;

(f) pursuant to the authority of the election held November 3, 2015, as described in paragraph (c) above, the District has heretofore issued its $2,500,000 Unlimited Tax Road Bonds, Series 2021, dated as of April 1, 2021 (the "Series 2021 Road Bonds"), $2,500,000 Unlimited Tax Road Bonds, Series 2022, dated as of October 1, 2022 (the "Series 2022 Road Bonds"), $1,750,000 Unlimited Tax Road Bonds, Series 2023, dated as of June 1, 2023 (the "Series 2023 Road Bonds"), $1,600,000 Unlimited Tax Road Bonds, Series 2024, dated as of May 1, 2024 (the "Series 2024 Road Bonds"), $2,550,000 Unlimited Tax Road Bonds, Series 2024A, dated as of November 1, 2024 (the "Series 2024A Road Bonds"), and $2,750,000 Unlimited Tax Road Bonds, Series 2025, dated as of December 1, 2025 (the "Series 2025 Road Bonds") to finance the acquisition and construction of road improvements to serve land within the District and, as of the date hereof, there remains outstanding and unpaid $2,175,000 in aggregate principal amount of the Series 2021 Road Bonds, $2,310,000 in aggregate principal amount of the Series 2022 Road Bonds, $1,660,000 in aggregate principal amount of the Series 2023 Road Bonds, $1,560,000 in aggregate principal amount of the Series 2024 Road Bonds, $2,475,000 in aggregate principal amount of the Series 2024A Road Bonds, and $2,750,000 in aggregate principal amount of the Series 2025 Road Bonds (collectively, the "Outstanding Bonds");

(g) the $2,500,000 bonds authorized by this Order should be issued pursuant to the authority of the election held on November 3, 2015 as described in paragraph (b) above for the acquisition and/or construction of water, sanitary sewer and storm drainage facilities to serve land within the District, and to pay certain other costs and expenses relating to the issuance of the Bonds;

(h) the District has been authorized to levy taxes in payment of the Bonds, and the taxes to be levied and collected will be sufficient to pay the principal of the Bonds herein authorized as it becomes due and the interest thereon as it accrues and becomes payable; and

(i) the Board of Directors reserves the right to issue the remaining $68,900,000 unissued bonds which were authorized at the election described in paragraph (b) hereof, the remaining $92,950,000 unissued bonds which were authorized at the election described in paragraph (c) hereof, and the remaining $178,000,000 unissued bonds which were authorized at the election described in paragraph (d) hereof, in one or more series, at a future date or dates when, in the judgment of the Board of Directors, such amounts are required for authorized purposes.

(End of Article One)

ARTICLE TWO

DEFINITIONS AND INTERPRETATIONS

SECTION 2.01: DEFINITIONS. The following definitions, together with any supplemental definitions contained herein or in any exhibit hereto, shall apply with equal force herein and in any amendment or supplement hereto, and the scope and meaning of terms used in Exhibit "A", Exhibit "B", and Exhibit "C" hereto, whether or not defined therein, shall be determined by reference to this Article.

Act.

The term "Act" is defined in Section 1.01 hereof.

Additional Bonds.

The term "Additional Bonds" shall mean any additional bonds, including bonds payable in whole or in part from taxes, revenue bonds, contract revenue bonds, special project revenue bonds, refunding bonds and other bonds which the Board of Directors expressly reserves the right to issue in Article Nine of this Order.

Authorized Investments.

The term "Authorized Investments" shall mean all instruments which are authorized under the District's policies for investment of funds of the District adopted by the Board of Directors of the District from time to time, but in any event, all such instruments shall be authorized under the laws of the State of Texas for investment of funds of municipal utility districts.

Board of Directors.

The term "Board of Directors" shall mean the governing body of the District, as now or hereafter constituted.

Bond Counsel.

The term "Bond Counsel" shall mean the law firm of Schwartz, Page & Harding, L.L.P., Houston, Texas.

Bond Fund.

The term "Bond Fund" shall mean the District's debt service fund created and established and confirmed pursuant to the Prior Bond Orders.

Bond Fund Road Bond Account.

The term "Bond Fund Road Bond Account" shall mean the special account created and established pursuant to the Prior Bond Orders.

Bonds.

The term "Bond" or "Bonds" shall mean any Bond or Bonds, as the case may be, of the issue of $2,500,000 Unlimited Tax Bonds, Series 2026, initially dated as of December 1, 2026, and authorized, issued and delivered pursuant to this Order.

Business Day.

The term "Business Day" or "Business Days" shall mean any calendar day or days which fall on Monday through Friday, but shall not include any such day which is designated as an official state or national holiday or a day on which financial institutions where the Paying Agent is located are authorized or required by state or national law or by executive order to close.

Construction Fund.

The term "Construction Fund" shall mean the District's construction fund created and established pursuant to the Prior Bond Orders.

Delivery Date.

The term "Delivery Date" shall mean, with respect to any one or more of the Bonds, the date of delivery of such Bond(s) to the Initial Purchaser thereof, as printed, stamped, or typed on the Initial Bonds.

DTC.

The term "DTC" means the Depository Trust Company of New York, New York, or any successor securities depository.

DTC Participant.

The term "DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC holds securities to facilitate the clearance and settlement of securities transactions among such DTC Participants.

District.

The term "District" is defined in Article One hereof and shall mean and include any successors and assigns of the District and, where appropriate, shall refer to the Board of Directors of the District.

Fiscal Year.

The term "Fiscal Year" shall mean the annual period from June 1 through May 31, or such other period as may hereafter be established by resolution of the Board of Directors of the District.

Holder.

The term "Holder" or "Holders" shall mean, when used with respect to any Bond, the Person or Persons in whose name such Bond is registered on the Register.

Initial Bonds.

The term "Initial Bond" or "Initial Bonds" shall mean any one or more of the Bonds authorized, issued and initially delivered hereunder upon which the manually executed certificate of registration of the Comptroller of Public Accounts of the State of Texas, or his or her duly authorized deputy, substantially in the form prescribed in Section 5.03 hereof, has been placed.

Initial Date.

The term "Initial Date" shall mean December 1, 2026.

Initial Purchaser.

The term "Initial Purchaser" shall mean the Person or Persons to whom the Bonds are to be sold and delivered, as provided in Section 13.01 hereof.

Interest Payment Date.

The term "Interest Payment Date" shall mean the date on which interest on any then outstanding Bond is due and payable, as provided in Section 3.04 hereof.

Letter of Representation.

The term "Letter of Representation" shall mean the Blanket Issuer Letter of Representations between the District and DTC, as same may be amended or supplemented from time to time.

Maturity Date.

The term "Maturity Date" shall mean any date on which the principal of any then outstanding Bond is due and payable, as provided in Section 3.03 hereof.

Net Proceeds.

Except as said term is otherwise specifically defined for purposes of Section 8.01 hereof, the term "Net Proceeds" shall mean all proceeds received by the District from the sale of the Bonds,

except those proceeds deposited into the Bond Fund pursuant to the provisions of Section 7.04 hereof.

Order.

The term "Order" shall mean this Order and all amendments or supplements hereto.

Outstanding Bonds.

The term "Outstanding Bonds" is defined in Section 1.05 hereof.

Paying Agent.

The term "Paying Agent" shall mean the Person selected and maintained from time to time by the District for the purpose of making payment on behalf of the District of the principal of and the interest on the Bonds, as provided in Section 12.06 of this Order.

Person.

Except as said term is otherwise specifically defined for purposes of Section 8.01 hereof, the term "Person" shall mean any individual, corporation, partnership, firm, joint venture, association, joint stock company, trust, unincorporated organization or government, or any agency or political subdivision thereof.

Predecessor Bonds.

The term "Predecessor Bonds" shall mean, with respect to any particular Bond, every previous Bond evidencing all or a portion of the same obligation as that evidenced by such particular Bond, and, for the purposes of this definition, any Bond registered and delivered pursuant to Section 3.10 hereof shall be deemed to evidence the same debt as the mutilated, lost, destroyed or stolen Bond in lieu of which such Bond was delivered.

Prior Bond Orders.

The term "Prior Bond Orders" shall mean the orders of the Board of Directors of the District authorizing the issuance of the Series 2021 Road Bonds, Series 2022 Road Bonds, Series 2023 Road Bonds, Series 2024 Road Bonds, Series 2024A Road Bonds, and Series 2025 Road Bonds, and amendments and supplements thereto, if any.

Record Date.

The term "Record Date" shall mean, with respect to an Interest Payment Date of March 1, the preceding February 15, and with respect to an Interest Payment Date of September 1, the preceding August 15, whether or not such dates are Business Days.

Redemption Date.

The term "Redemption Date" shall mean, when used with respect to any Bond to be redeemed prior to its Maturity Date, the date fixed for redemption of such Bond pursuant to the terms of this Order.

Register.

The term "Register" shall mean the registry books maintained on behalf of the District by a Registrar designated by the District for such purpose in which are maintained the names and addresses of Holders and the principal amounts of the Bonds registered in the name of each Holder.

Registrar.

The term "Registrar" shall mean the trust or banking corporation or association designated and acting in such capacity from time to time, as provided in Section 12.05 of this Order.

Road Bonds.

The term "Road Bonds" shall mean any Outstanding Bonds or Additional Bonds issued for the purpose of financing road facilities pursuant to the Act and Article III, Section 52, of the Texas Constitution.

Road Construction Fund Account.

The term "Road Construction Fund Account" shall mean the special account created and established pursuant to the Prior Bond Orders.

Serial Bonds.

The term "Serial Bond" or "Serial Bonds" shall mean any one or more as the case may be of the Bonds issued hereunder as serial bonds, which have Maturity Dates in the years 2028 through 2050, both inclusive, and which are not subject to mandatory redemption pursuant to Section 4.01 hereof.

Series 2021 Road Bonds; Series 2022 Road Bonds; Series 2023 Road Bonds; Series 2024 Road Bonds; Series 2024A Road Bonds; Series 2025 Road Bonds.

The terms "Series 2021 Road Bonds", "Series 2022 Road Bonds", "Series 2023 Road Bonds","Series 2024 Road Bonds","Series 2024A Road Bonds", and "Series 2025 Road Bonds" are defined in Section 1.05 hereof.

System.

The term "System" shall mean a waterworks system, a sanitary sewer system and a drainage and storm sewer system, including, but not limited to, all additions to such systems and

all land, improvements, facilities, plants, equipment, appliances, interests in property and regional, regulatory or joint use participation rights or contract rights needed therefor, and administrative facilities needed in connection therewith, now owned or hereafter purchased, constructed or otherwise acquired, and all extensions and replacements thereof and improvements thereto whensoever made.

SECTION 2.02: INTERPRETATIONS; TIME OF PERFORMANCE. The titles and headings of the articles and sections of this Order have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof. This Order and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of the Bonds and the validity of the taxes levied in payment thereof. Unless a time period specified for performance of any action under this Order is specified to be a Business Day or Business Days, such performance time period means the number of calendar days for such performance to be accomplished.

(End of Article Two)

ARTICLE THREE

AUTHORIZATION, DESCRIPTION AND EXECUTION OF BONDS

SECTION 3.01: AMOUNT, NAME, PURPOSE AND AUTHORIZATION. The Bonds of the District, to be known and designated as "Rock Prairie Management District No. 2 Unlimited Tax Bonds, Series 2026", shall be issued in the aggregate principal amount of Two Million Five Hundred Thousand Dollars ($2,500,000.00) for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving or extending a waterworks system, a sanitary sewer system and a drainage and storm sewer system, including, but not limited to, all additions to such systems and all land, improvements, facilities, plants, equipment, appliances, interests in property, and regional, regulatory or joint use participation rights or contract rights needed therefor, and administrative facilities needed in connection therewith, all under and in strict conformity with the Constitution and laws of the State of Texas, including, particularly, Section 59 of Article XVI of the Constitution of Texas and the Act.

SECTION 3.02: FORM, INITIAL DATE, DELIVERY DATE, NUMBERS AND DENOMINATIONS. The Initial Bonds shall be issued and delivered in fully registered form, without interest coupons, and shall be dated as of the Initial Date. Each Initial Bond submitted for approval, registration and delivery in accordance with Section 3.07 hereof shall be numbered "IR-", followed by the last two digits of the year of the Maturity Date of such Initial Bond, and shall be completed with the Delivery Date. Each Bond registered and delivered subsequent to the Initial Bonds shall be dated as of the Initial Date and shall include thereon the Delivery Date. Each such Bond shall be numbered consecutively, in succession, beginning with the numeral "1", which shall be preceded by the prefix "R", and shall be in denominations of $5,000, or any integral multiple thereof.

SECTION 3.03: INTEREST RATES AND MATURITY DATES. The Bonds shall consist of Serial Bonds, as provided below.

(a) Bonds in the aggregate principal amount of $2,500,000 shall be issued as Serial Bonds, shall bear interest from the later of the Delivery Date, or the most recent Interest Payment Date to which interest has been paid or duly provided for, at the rate or rates set forth in the following schedule, and shall mature and become payable, subject to prior redemption in accordance with the provisions of Article Four hereof, on September 1 in each of the years and in the principal amounts set forth in the schedule below:

Principal Amount	Year of Maturity	Interest Rate
$80,000	2028	
$85,000	2029	
$85,000	2030	
$90,000	2031	
$90,000	2032	
$95,000	2033	
$95,000	2034	

Principal Amount	Year of Maturity	Interest Rate
$95,000	2035	
$100,000	2036	
$100,000	2037	
$105,000	2038	
$105,000	2039	
$110,000	2040	
$115,000	2041	
$115,000	2042	
$120,000	2043	
$120,000	2044	
$125,000	2045	
$130,000	2046	
$130,000	2047	
$135,000	2048	
$135,000	2049	
$140,000	2050	

SECTION 3.04: DATES AND MANNER OF PAYMENT OF INTEREST. Interest on the Bonds shall be payable semiannually on March 1 and September 1 of each year, commencing on March 1, 2027, until payment of the principal thereof has been made or duly provided for. The amount of interest on the Bonds payable on each Interest Payment Date, Maturity Date or Redemption Date shall be computed on the basis of a 360-day year of twelve 30-day months. Not later than ten (10) days before each Interest Payment Date, Maturity Date or Redemption Date, the Paying Agent shall compute the amount of interest to be due and payable on such date and shall send to the District notice of the amount so computed to be due and payable on such date.

The payments of interest on the Bonds shall be payable, at the option of the District, by check mailed by the Paying Agent to the Holder, at the address shown on the Register, or by such other customary banking arrangements as may be acceptable to the Paying Agent and the Holder, at the risk and expense of such Holder. The interest so payable on any Interest Payment Date will be paid to the Person in whose name each Bond (or one or more Predecessor Bonds evidencing the same obligation) is registered at the close of business on the Record Date for such Interest Payment Date. Each Bond delivered pursuant to the terms of this Order upon transfer or in exchange for or in lieu of any Predecessor Bond shall carry all the rights to interest, both accrued and unpaid, and to accrue, which were carried by such Predecessor Bond, and each such Bond shall bear or accrue interest as specified herein so that neither gain nor loss in interest shall result from such transfer, exchange or substitution.

SECTION 3.05: MEDIUM AND PLACE OF PAYMENT AT MATURITY OR REDEMPTION. The principal of the Bonds payable at any Maturity Date or Redemption Date, shall be payable, without exchange or collection charges, in any coin or currency of the United States of America which on such dates of payment is legal tender for the payment of debts due the

United States of America, upon the presentation and surrender of such Bonds, as they become due or at their earlier Redemption Date, at the designated office of the Paying Agent.

SECTION 3.06: EXECUTION. The Bonds shall be signed on behalf of the District by the President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District, and the District's seal shall be placed or impressed thereon. Such signatures may be manually executed or placed in facsimile on the Bonds, and the District's seal may be manually impressed or printed or otherwise mechanically reproduced in facsimile on the Bonds. In case any official of the District who shall have signed any of the Bonds, either manually or by facsimile signature, shall cease to be such officer before the Bonds so signed shall have been authenticated and delivered by the Registrar, or disposed of by the District, such Bonds, nevertheless, may be authenticated and delivered or disposed of as though the Person who signed such Bonds had not ceased to be such officer of the District, and any Bond may be signed on behalf of the District by such Person as, at the actual time of execution of such Bond, shall be a proper officer of the District, although at the date of such Bond or of the adoption of this Order, such Person was not such officer. Minor typographical and other minor errors in the text of any Bond or minor defects in the seal or facsimile signature on any Bond shall not affect the validity or enforceability of such Bond, if same has been duly authenticated by the Registrar or registered by the Comptroller of Public Accounts of the State of Texas, as required herein.

SECTION 3.07: APPROVAL, REGISTRATION AND DELIVERY. The Initial Bonds shall consist of one Bond for each year of maturity specified in Section 3.03 hereof, representing the entire principal amount of the Bonds scheduled to mature in each of such years of maturity, and shall be made payable to the Initial Purchaser, or its designee. The President or Vice President and Secretary or Assistant Secretary of the Board of Directors of the District and representatives of the District's Bond Counsel are each hereby authorized and directed to submit the Initial Bonds and a transcript of the proceedings relating to the issuance of the Bonds to the Attorney General of Texas for approval and, following said approval, to submit the Initial Bonds to the Comptroller of Public Accounts of the State of Texas for registration. Upon registration of the Initial Bonds, the Comptroller of Public Accounts (or a deputy designated in writing to act for the Comptroller) shall manually sign the Comptroller's registration certificate prescribed herein to be printed and endorsed on each Initial Bond. After the Initial Bonds have been registered and signed by the Comptroller, they shall be delivered to the Registrar, completed with the Delivery Date and registered on the Register in the name of Cede & Co., as nominee of DTC, and thereafter shall be delivered to the Initial Purchaser or its designee, but only upon receipt of the full purchase price therefor.

At any time after delivery of the Initial Bonds, the Holder may, subject to the requirements of and in accordance with the procedures prescribed in Section 3.09 hereof, surrender any Bonds to the Registrar for transfer or exchange, accompanied by instructions specifying the name(s) and address(es) of the Person(s) to whom such Bonds are to be transferred and the principal amount(s) of the Bond(s) to be authenticated and delivered in exchange therefor, and the Registrar shall thereupon, within not more than three (3) Business Days, authenticate and register Bonds conforming to such instructions and the provisions of this Order.

No Initial Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Initial Bond a certificate of registration substantially in the form provided in Section 5.03 hereof, duly executed by the Comptroller of Public Accounts of the State of Texas, or his duly authorized deputy, by manual signature; nor shall any Bond authenticated and delivered subsequent to the Initial Bonds be so entitled or be valid or obligatory, unless there appears on such Bond a Certificate of Registrar substantially in the form provided in Section 5.02 hereof, duly executed by an authorized officer or employee of the Registrar, by manual signature. Such Certificate of Registrar upon any Bond authenticated and delivered subsequent to the Initial Bonds shall be conclusive evidence that such Bond has been so certified or registered and delivered.

SECTION 3.08: OWNERSHIP OF BONDS. The District, the Paying Agent, the Registrar and any other Person may treat the Person in whose name any Bond is registered as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof and interest thereon and for all other purposes, whether or not such Bond is overdue, and neither the District, the Paying Agent, nor the Registrar shall be bound by any notice or knowledge to the contrary. All payments made to the Person deemed to be the owner of any Bond in accordance with this Section 3.08 shall be valid and effective for all purposes and shall discharge the liability of the District, the Paying Agent and the Registrar to the extent of the sums paid.

SECTION 3.09: REGISTRATION, TRANSFER AND EXCHANGE. So long as any Bonds remain outstanding, the Registrar shall keep and maintain at its designated office a Register in which, subject to such reasonable regulations as it may prescribe, the Registrar shall provide for the registration, transfer and exchange of Bonds in accordance with the terms of this Order.

Each Bond shall be transferable only upon the presentation and surrender thereof at the office designated by the Registrar, duly endorsed for transfer or accompanied by an assignment duly executed by the registered owner or his authorized representative. Within three (3) Business Days following due presentation for registration of the transfer of any Bond, the District shall cause to be executed and the Registrar shall authenticate in the name of the transferee or transferees one or more exchange Bonds in a like aggregate principal amount and a like interest rate and shall deliver or mail same to the transferee or transferees by United States mail, first class, postage prepaid.

All Serial Bonds shall be exchangeable upon the presentation and surrender thereof at the office designated by the Registrar for a Serial Bond or Serial Bonds having the same maturity and interest rate, in any authorized denomination, and in an aggregate principal amount equal to the unpaid principal amount of the Serial Bond or Serial Bonds presented for exchange. Within three (3) Business Days following due presentation for exchange of any Serial Bond, the District shall cause to be executed and the Registrar shall authenticate, register and deliver or send to the Holder, by United States mail, first class, postage prepaid, exchange Serial Bonds in accordance with the provisions of this Section 3.09. Except as provided in Section 3.12 hereof, a Term Bond is not exchangeable so long as it is registered in the name of Cede & Co., as nominee of DTC.

Each Bond transferred or exchanged and duly authenticated and delivered in accordance with this Section 3.09 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such exchange Bond is delivered. No service charge shall be made for any transfer or exchange referred to above, but the District or the Registrar may require the Holder of any Bond to pay a sum sufficient to pay any tax or other governmental charge that may be imposed in connection with the transfer or exchange of such Bond.

The Registrar shall not be required to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of the mailing of, notice of redemption of Bonds prior to maturity, nor shall the Registrar be required to transfer or exchange any Bond selected for redemption in whole or in part when such Redemption Date is scheduled to occur within thirty (30) calendar days.

SECTION 3.10: REPLACEMENT BONDS. Upon the presentation and surrender to the Registrar of a mutilated Bond, the District shall cause to be executed, and the Registrar shall authenticate, register and deliver in exchange therefor, a replacement Bond of like tenor and principal amount bearing a number not contemporaneously outstanding. In the event that any Bond is lost, apparently destroyed or wrongfully taken, the District, pursuant to the applicable laws of the State of Texas, and in the absence of actual notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall cause to be executed, and the Registrar shall authenticate, register and deliver, a replacement Bond of like tenor, interest, and principal amount bearing a number not contemporaneously outstanding, provided that the Holder thereof shall have:

(a) furnished to the Registrar and the District satisfactory evidence of the ownership and the circumstances of the loss, destruction or theft of such Bond;

(b) furnished such security or indemnity as may be required by the Registrar, the District and the Paying Agent to save the District, the Registrar and the Paying Agent harmless;

(c) paid all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees and expenses of the Registrar, the District and Paying Agent and any tax or other governmental charge that may be imposed; and

(d) met any other reasonable requirements of the District, the Registrar and the Paying Agent.

If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the District, the Registrar and the Paying Agent shall be entitled to recover upon such replacement Bond from the Person to whom it was delivered or any Person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost or expense incurred by the District, the Registrar and the Paying Agent in connection therewith.

In the event that any such mutilated, lost, apparently destroyed or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent, with the concurrence of the Registrar, in their discretion, may pay such Bond, in lieu of issuance of a replacement Bond.

Each replacement Bond delivered in accordance with this Section 3.10 shall be entitled to the benefits and security of this Order to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

SECTION 3.11: BOOK-ENTRY ONLY SYSTEM. Notwithstanding the foregoing, the Initial Bonds and all subsequent Bonds shall be registered in the name of Cede & Co., as nominee of DTC, except as provided in Section 3.12 hereof.

With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the District, the Paying Agent and the Registrar shall have no responsibility or obligation to any DTC Participant or to any Person on behalf of whom such a DTC Participant holds an interest in the Bonds. In particular, and not by way of limiting the foregoing, the District, the Paying Agent and the Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other Person, other than a Holder, as shown on the Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any DTC Participant or any other Person, other than a Holder, as shown in the Register, any amount with respect to the principal of or the premium, if any, or interest on the Bonds. Notwithstanding any other provision of this Order to the contrary, the District, the Paying Agent and the Registrar shall be entitled to treat and consider the Person in whose name each Bond is registered on the Register as the absolute owner of such Bond for the purpose of payment of the principal of and the premium, if any, and interest on such Bond; for the purpose of giving notices of redemption and other matters with respect to such Bond; for the purpose of registering transfers with respect to such Bond; and for all other purposes whatsoever. The Paying Agent shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the order of the Holders, as shown on the Register and as provided in this Order, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the payment of the principal of and the premium, if any, and interest on the Bonds to the extent of the sum or sums so paid. Except as provided in Section 3.12 hereof, no Person, other than a Holder, as shown on the Register, shall be issued an exchange Bond pursuant to this Order. Upon delivery by DTC to the Paying Agent and the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Order with respect to interest payments to the Holders as of the close of business on a Record Date, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of and the premium, if any, and interest on such Bond, and all notices with respect to such Bond, shall be made and given, respectively, in the manner provided in the Letter of Representation. If fewer than all of the Bonds of the same maturity are to be redeemed, the particular Bonds, or portions thereof, to be redeemed in whole or in part from within each such maturity shall be

selected by DTC from the Bonds, or portions thereof, which have not previously been called for redemption in accordance with the procedures of DTC notwithstanding any other provision of this Order to the contrary.

SECTION 3.12: SUCCESSOR SECURITIES DEPOSITORY; TRANSFER OUTSIDE BOOK-ENTRY ONLY SYSTEM. In the event that the District, in its sole discretion, determines that the beneficial owners of the Bonds should be able to obtain exchange Bonds, the District shall notify DTC and the DTC Participants, as identified by DTC, of the availability through the Registrar of exchange Bonds and cause the registration and transfer of one or more exchange Bonds to the DTC Participants having Bonds credited to their DTC accounts, as identified by DTC, but only upon presentation of surrender of the Bonds to be exchanged, upon receipt of proper proof of the ownership interests of the DTC Participants, and integral multiples of $5,000 in principal amount. In the event DTC discontinues the services described herein, the District shall appoint a successor securities depository qualified to act as such under Section 17 (a) of the Securities and Exchange Act of 1934, as amended; notify DTC and the DTC Participants, as identified by DTC, of the appointment of such successor securities depository; and cause the registration and transfer of one or more exchange Bonds to such successor securities depository. In either such event, the Bonds shall no longer be restricted to being registered on the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Holders transferring or exchanging Bonds shall designate, in accordance with the provisions of this Order.

SECTION 3.13: CANCELLATION. All Bonds paid or redeemed in accordance with this Order, and all Bonds in lieu of which exchange Bonds or replacement Bonds are executed, authenticated, registered and delivered in accordance with Section 3.09 or Section 3.10 of this Order, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement and shall be treated in accordance with the document retention policies of the Paying Agent and the records retention schedules of the District. The Paying Agent and Registrar shall periodically furnish the District with certificates of cancellation of such Bonds, upon written request therefor.

(End of Article Three)

ARTICLE FOUR

REDEMPTION OF BONDS BEFORE MATURITY

SECTION 4.01:

OPTIONAL REDEMPTION OF BONDS. The District reserves the right, at its option, to redeem the Bonds maturing on or after September 1, 2033, prior to their scheduled maturities, in whole or, from time to time, in part, on September 1, 2032, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed plus accrued interest on said principal amount thereof called for redemption to the Redemption Date. The District shall, at least forty-five (45) calendar days prior to the Redemption Date (unless a shorter notice shall be satisfactory to the Registrar and Paying Agent), notify the Registrar and Paying Agent of such Redemption Date and of the principal amount of the Bonds of each maturity to be redeemed. If less than all of the Serial Bonds of the same maturity are to be redeemed, the particular Serial Bonds to be redeemed in whole or in part from within each such maturity shall be selected by the Registrar or DTC, as applicable, from the Serial Bonds which have not previously been called for redemption, by lot or other customary method; provided, however, that in the event that a Serial Bond subject to redemption is in a denomination larger than $5,000, a portion of such Serial Bond may be redeemed, but only in a principal amount equal to $5,000 or an integral multiple thereof. The Registrar shall promptly notify the District and the Paying Agent, if different than the Registrar, in writing, of the Serial Bonds selected for redemption and, in the case of any Serial Bond selected for partial redemption, of the principal amount thereof to be redeemed.

For purposes of this Order, unless the context otherwise requires, all provisions relating to the redemption of Bonds shall relate, in the case of any Bond redeemed or to be redeemed only in part, to the portion of the principal amount of such Bond which has been or is to be redeemed. Upon surrender of any Bond for redemption in part, the Registrar, in accordance with Section 3.09 of this Order, shall authenticate, register and deliver an exchange Bond or Bonds of like interest rate and in aggregate principal amount equal to the unredeemed portion of the Bond so surrendered; provided, however, that the foregoing shall not apply to Bonds registered as set forth in Section 3.11 of this Order.

SECTION 4.02: NOTICE OF REDEMPTION. Notice of the selection of any Bonds for redemption pursuant to Section 4.01 above is hereby directed to be given by the Registrar, without any further instruction or notice from the District, at least thirty (30) calendar days prior to the Redemption Date. Notice shall be given by first class United States mail, postage prepaid, to the Holder of each Bond to be redeemed in whole or in part at the address shown on the Register on the date which is forty-five (45) calendar days prior to the Redemption Date. Such notice shall state the Redemption Date, the redemption price, the principal amounts of the Bonds to be redeemed and, if less than all of the then outstanding Bonds are to be redeemed, the identification (and, in the case of partial redemptions within a maturity, the respective principal amounts) of the Bonds to be redeemed, the amount of accrued interest payable on the Redemption Date and the place at which the Bonds are to be surrendered for payment. Any notice mailed as provided in this Section 4.02 shall be conclusively presumed to have been duly given, whether or not the Holder

actually receives such notice. Except as otherwise provided in Section 11.03 of this Order, no other notice of the reserved right of redemption shall be given unless otherwise required by law.

By the Redemption Date, due provision shall be made with the Paying Agent for the payment of the principal of the Bonds to be redeemed, plus accrued interest thereon to the Redemption Date. When Bonds have been called for redemption, in whole or in part, as provided above, and due provision has been made to redeem same, such Bonds or portions thereof, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the right of the Holders to collect interest which would otherwise accrue after the Redemption Date upon the principal of such Bonds or the portions thereof so called for redemption shall be terminated.

(End of Article Four)

ARTICLE FIVE

FORM OF BONDS AND INSURANCE

SECTION 5.01: FORM OF BONDS. The Bonds authorized by this Order, including the registration certificate of the Comptroller of Public Accounts of the State of Texas or Registrar, as applicable, and form of assignment shall be in substantially the forms specified in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof for all purposes, with such omissions, insertions and variations as may be necessary or desirable and consistent with the terms of this Order.

SECTION 5.02: CERTIFICATE OF REGISTRAR. The form of Certificate of Registrar specified in Exhibit "B" attached hereto shall be printed on or attached to each of the Bonds authenticated, registered and delivered subsequent to the Initial Bonds.

SECTION 5.03: REGISTRATION OF BONDS BY STATE COMPTROLLER AND CERTIFICATE. The Initial Bonds shall be registered by the Comptroller of Public Accounts of the State of Texas, as provided by law. In lieu of the Certificate of Registrar specified in Section 5.02 hereof, the registration certificate of the Comptroller of Public Accounts of the State of Texas shall be printed or typed on or attached to each of the Initial Bonds and shall be in substantially the form specified in Exhibit "A" attached hereto.

SECTION 5.04: FORM OF ASSIGNMENT. The form of Assignment specified in Exhibit "A" and Exhibit "B" attached hereto shall be printed at the back of or attached to each of the Bonds.

SECTION 5.05: CUSIP REGISTRATION. The officers and representatives of the District may secure the printing of identification numbers on the Bonds through the CUSIP Global Services, managed by S&P Global Market Intelligence on behalf of the American Bankers Association.

SECTION 5.06: LEGAL OPINION. The approving opinion of the District's Bond Counsel may be printed on the Bonds over the certification of the Secretary or Assistant Secretary of the Board of Directors, which may be executed in facsimile or, with respect to Bonds registered in the name of Cede & Co., as nominee of DTC, in accordance with Section 3.11 of this Order, an original of said opinion may be delivered to the Initial Purchaser.

SECTION 5.07: BOOK-ENTRY ONLY BONDS. Notwithstanding anything in this Article Five to the contrary, exchange bonds in the form specified in Exhibit "B" attached hereto shall not be issued except as set forth in Section 3.12 of this Order.

SECTION 5.08: BOND INSURANCE PROCEEDINGS. The officers and representatives of the District are hereby authorized and directed (i) to make application for and to execute, attest and deliver any and all certificates, agreements or other instruments necessary to secure a municipal bond insurance policy with respect to the Bonds, and (ii) to provide for the

printing of a statement or legend relating to such insurance on the Bonds, all as may be deemed necessary by said officers and representatives.

(End of Article Five)

ARTICLE SIX

SECURITY FOR THE BONDS

SECTION 6.01: SECURITY FOR THE BONDS. The Bonds are secured by and payable from the proceeds of an annual ad valorem tax, levied without legal limitation as to rate or amount, upon all taxable property within the District, and such taxes, as collected and received, are hereby pledged to the payment of the principal of and the interest, payment expenses and redemption price on the Bonds and the Outstanding Bonds.

SECTION 6.02: LEVY OF TAX. To pay the interest on the Bonds, and to create a sinking fund for the payment of the principal thereof when due, and to pay the expenses of assessing and collecting such taxes and making payments in respect of the Bonds, there is hereby levied, and there shall be assessed and collected in due time, an annual ad valorem tax, without legal limit as to rate or amount, upon all taxable property in the District for each year while any of the Bonds are outstanding. All of the proceeds of such collections, except costs incurred in connection therewith, shall be paid into the Bond Fund, as established pursuant to the Prior Bond Orders, and the aforementioned tax and such payments into the Bond Fund shall continue until the Bonds and the interest thereon, together with all expenses incurred in making payments in respect of the Bonds and all amounts due to the United States of America pursuant to Section 8.01(g) hereof, have been fully paid and discharged, and such proceeds shall be used for such purposes and no other. While said Bonds, or any of them, are outstanding and unpaid, an ad valorem tax, each year at a rate from year to year as will be ample and sufficient to provide funds to pay the current interest on said Bonds and to provide the necessary sinking fund to pay the principal and accrued interest on the Bonds when due, with full allowance being made for delinquencies and costs of collection, shall be levied, assessed and collected, as follows:

(a) After receipt of the certified roll of taxable property in each year, and at such time as required by then applicable law, the Board of Directors shall consider the taxable property in the District and determine the actual rate per $100 valuation of taxable property which is to be levied in that year and shall levy such tax against all taxable property in the District.

(b) In determining the actual rate to be levied in each year, the Board of Directors shall consider, among other matters:

(1) the amount which should be levied for the payment of the principal of or the interest, payment expenses and redemption price on each series of bonds or notes of the District payable in whole or in part from taxes, including, but not limited to, the Bonds, the Outstanding Bonds and any Additional Bonds; and

(2) the percentage of anticipated tax collections and the costs of assessing and collecting such taxes.

(c) In determining the amount of taxes which should be levied each year, the Board of Directors may also consider whether proceeds from the sale of bonds of the District have been capitalized or placed in escrow to pay interest during construction and whether the Board of Directors reasonably expects to have investment earnings from the Bond Fund or the Bond Fund Road Bond Account, as applicable, or excess arbitrage profits payable to the United States of America, or revenues or receipts available from other sources which are legally available to pay the principal of or the interest, payment expenses or redemption price on the Bonds, the Outstanding Bonds or any Additional Bonds or notes payable in whole or in part from taxes.

In addition to the tax levied pursuant to this Section 6.02, the District may also levy from time to time taxes for maintenance and operation purposes, for contract obligations payable from taxes, and for any other purpose or purposes authorized by law.

SECTION 6.03: PERFECTION OF PLEDGE. Chapter 1208, Texas Government Code, applies to the issuance of the Bonds and the pledge of taxes by the District under Section 6.01 of this Order, and such pledge is, therefore, valid, effective and perfected. If, at any time while all or any portion of the Bonds are outstanding and unpaid, Texas law is amended in a manner that such pledge is to be subject to the filing requirements of Chapter 9, Texas Business & Commerce Code, then in order to preserve to the Holders the perfection of the security interest in and to such pledge, the District covenants and agrees to take such measures as it determines are reasonable and necessary under Texas law to comply with the applicable provisions of Chapter 9, Texas Business & Commerce Code, and to enable a filing to perfect the security interest in such pledge to occur.

(End of Article Six)

ARTICLE SEVEN

APPLICATION OF BOND PROCEEDS; FLOW OF FUNDS AND INVESTMENTS

SECTION 7.01: BOND PROCEEDS. Proceeds from the sale of the Bonds will be disbursed in accordance with this Article Seven.

SECTION 7.02: CREATION OF FUNDS AND ACCOUNTS. Notwithstanding any part or provision hereof to the contrary, the creation and confirmation of the District's Bond Fund, Bond Fund Road Bond Account, Construction Fund, and Road Construction Fund Account created pursuant to the applicable provisions of all or certain of the Prior Bond Orders are hereby confirmed. The funds in the Bond Fund Road Bond Account and the Road Construction Fund Account shall be kept separate and apart from all other funds of the District. The Bond Fund, to the extent permitted by law, shall constitute a trust fund for the benefit of the Holders of the Bonds, the Outstanding Bonds, and any Additional Bonds payable in whole or in part from taxes, save and except any Road Bonds. The funds in the Bond Fund shall be applied only to pay interest and principal on the Bonds, the Outstanding Bonds, and any Additional Bonds payable in whole or in part from taxes, save and except any Road Bonds, and the fees and expenses of any Paying Agent or Registrar in respect of same; and to defray the expenses, if any, of assessing and collecting taxes levied for payment of the interest on and principal of such Bonds, Outstanding Bonds, or Additional Bonds; to pay any tax anticipation notes issued together with interest thereon, as such tax anticipation notes shall become due, if applicable; and to pay to the United States of America any excess arbitrage profits in respect of such Bonds, Outstanding Bonds, or Additional Bonds which may hereafter come due.

SECTION 7.03: SECURITY OF ACCOUNTS. Any cash balance in any fund of the District, to the extent not insured by the Bank Insurance Fund managed and maintained by the Federal Deposit Insurance Corporation, or a successor insurance fund, shall be continuously secured by a valid pledge to the District of securities eligible under the laws of Texas to secure the funds of districts such as the District, having an aggregate market value, exclusive of accrued interest, at all times at least equal to the uninsured cash balance in the fund to which such securities are pledged or such higher amount as required by the District's policies for investment of funds of the District.

SECTION 7.04: DEPOSITS TO AND WITHDRAWALS FROM BOND FUND. The District shall deposit or cause to be deposited into the Bond Fund the aggregate of the following at the times specified:

(a) As soon as practicable after the Initial Bonds are sold and delivered, out of the proceeds of the sale of the Bonds, a sum equal to the initial twelve (12) months of interest on the Bonds; and

(b) As collected, the proceeds from collection of the ad valorem tax levied pursuant to Section 6.02 hereof, less the costs of collection thereof.

Not later than five (5) calendar days prior to any Maturity Date, Redemption Date and/or Interest Payment Date on the Bonds, the Board of Directors shall cause moneys to be deposited into the Bond Fund in an amount not less than that which is sufficient to pay the principal of the Bonds which matures and becomes payable on such date, the interest which accrues and becomes payable on such date, and the fees and expenses of the Paying Agent and the Registrar for handling and making such payments on the Bonds on such date, and not later than two (2) Business Days prior to such payment dates shall cause such amounts to be wire transferred to the Paying Agent.

SECTION 7.05: CONSTRUCTION FUND. The District shall deposit or cause to be deposited into the Construction Fund the Net Proceeds of the Bonds, less any portion of the Net Proceeds that has been utilized by the Paying Agent, pursuant to written instructions of the District, for expenses incident to the issuance of the Bonds. Moneys on deposit in the Construction Fund shall be used solely for the payment of the expenses incident to the issuance of the Bonds, including financial advisory, legal and engineering fees and expenses, and administration, organization and printing expenses of the District, and the costs of purchasing, constructing, acquiring, owning, operating, repairing, improving or extending the System. All moneys on deposit in the Construction Fund, exclusive of any moneys on deposit in the Road Construction Fund Account, as of the date hereof, and all interest and investment earnings on such moneys now or hereafter deposited into such fund, are to be maintained by the District in such fund to be used for the renewal, replacement, modification, refurbishment and extension of the System constructed to serve the District in accordance with the purposes for which the Bonds and the Outstanding Bonds (save and except any Road Bonds) were sold as set forth in the orders authorizing issuance of same and/or for any other lawful purpose for which the Bonds and the Outstanding Bonds (save and except any Road Bonds) were authorized, and, if required, with the consent of any regulatory authority having jurisdiction.

SECTION 7.06: SURPLUS CONSTRUCTION FUNDS. After completion of the System for which the Bonds are issued and the payment of all lawful obligations associated therewith, at the option of the Board, and, if required, with the consent of any regulatory authority having jurisdiction, the Net Proceeds of the Bonds remaining in the Construction Fund(except those in the Road Construction Fund Account), together with investment earnings thereon, may be used to provide additional facilities which will become part of the System and/or for any other lawful purpose for which the Bonds and the Outstanding Bonds (save and except any Road Bonds) were authorized, if such use, in the opinion of Bond Counsel, does not adversely affect the status of the exclusion of interest on the Bonds from gross income for federal income tax purposes. Any moneys remaining in the Construction Fund (except those in the Road Construction Fund Account) after completion of the entire System shall be deposited into the Bond Fund.

SECTION 7.07: INVESTMENTS; EARNINGS. Moneys deposited into the Bond Fund, the Construction Fund, and any other fund or funds which the District may lawfully create may be invested or reinvested from time to time, but only in Authorized Investments. Except to the extent otherwise required to maintain compliance with the covenants set forth in Section 8.01 hereof, all investments and any profits realized from or interest accruing on such investments shall belong to the fund from which the moneys for such investment were taken; provided, however that in the discretion of the Board of Directors, and, if required, with the consent of any regulatory authority having jurisdiction, the profits realized from and interest accruing on investments made

from any fund may be transferred to the appropriate account within the Bond Fund. If any moneys are so invested, the District shall have the right to have sold in the open market a sufficient amount of such investments to meet its obligations in the event any fund does not have sufficient uninvested moneys on hand to meet the obligations payable out of such fund. After such sale, the moneys resulting therefrom shall belong to the fund from which such investments were initially taken. The District shall not be responsible to the Holders for any loss arising out of the sale of any investments.

(End of Article Seven)

ARTICLE EIGHT

TAX EXEMPTION

SECTION 8.01: TAX EXEMPTION. For purposes of this Section 8.01, the term "Net Proceeds" means the proceeds derived from the sale of the Bonds, plus interest earnings thereon, less any amounts deposited in a reasonably required reserve or replacement fund; the term "Person" includes any individual, corporation, partnership, unincorporated association or any other entity capable of carrying on a trade or business; and the term "trade or business" means, with respect to any natural person, any activity regularly carried on for profit and, with respect to Persons other than natural persons, means any activity other than an activity carried on by a governmental unit.

The District covenants that it shall make such use of the Net Proceeds of the Bonds, regulate investments thereof and take such other and further actions as may be required by Sections 103 and 141-150 of the Internal Revenue Code of 1986 (the "Code"), and all applicable temporary, proposed and final regulations and procedures promulgated thereunder or promulgated under the Internal Revenue Code of 1954, to the extent applicable to the Code (the "Regulations"), necessary to assure that interest on the Bonds is excludable from gross income for federal income tax purposes. Without limiting the generality of the foregoing, the District hereby covenants as follows:

(a) The District has not permitted and will not permit more than ten percent (10%) of the Net Proceeds of the Bonds to be used in the trade or business of any Person (other than use as a member of the general public) other than a governmental unit ("private-use proceeds").

(b) The District has not permitted and will not permit more than five percent (5%) of the Net Proceeds of the Bonds to be used in the trade or business of any Person, other than a governmental unit, if such use is unrelated to the governmental purpose of the Bonds; and further, the amount of private-use proceeds of the Bonds in excess of five percent (5%) of the Net Proceeds of the Bonds ("excess private-use proceeds") will not exceed the proceeds of the Bonds expended for the governmental purpose of the Bonds to which such excess private-use proceeds relate.

(c) The principal of and interest on the Bonds will be paid from ad valorem tax collections, together with investment profits and interest earnings thereon.

(d) The District has not permitted and will not permit an amount exceeding the lesser of (i) $5,000,000 or (ii) five percent (5%) of the Net Proceeds of the Bonds to be used directly or indirectly to finance loans to Persons other than governmental units.

(e) The District will not use the proceeds of the Bonds in a manner that would cause the Bonds or any portion thereof to be an "arbitrage bond" within the meaning of Section 148 of the Code or otherwise in any manner which would cause the Bonds

to violate the provisions of Section 149(d) of the Code. The District will monitor the yield on the investment of the proceeds of the Bonds and moneys pledged to the payment of the Bonds, other than amounts not subject to yield restriction because of their deposit in a reasonably required reserve or replacement fund or a bona fide debt service fund, and will restrict the yield on such investments to the extent required by the Code or the Regulations. Without limiting the generality of the foregoing, the District will take appropriate steps to restrict the yield on (i) all Net Proceeds of the Bonds on hand on a date that is three (3) years from the date of delivery of the Bonds and on all amounts within the Bond Fund not disbursed within thirteen (13) months of the date of deposit therein (using a last-in, first out accounting conversion) and (ii) all investment earnings on hand on a date that is three (3) years from the date of delivery of the Bonds or one (1) year from the date such investment proceeds are received, whichever is later, to a yield which is not materially higher than the yield on the Bonds (in both cases calculated in accordance with the Code and the Regulations).

(f) The District will not cause the Bonds to be treated as "federally guaranteed" obligations within the meaning of Section 149(b) of the Code (as same may be modified in any applicable rules, rulings, policies, procedures, regulations or other official statements promulgated or proposed by the Department of the Treasury or the Internal Revenue Service with respect to "federally guaranteed" obligations described in Section 149(b) of the Code).

(g) To the extent, if applicable, required by the Code or Regulations, the District will take all necessary steps to comply with the requirement that "excess arbitrage profits" earned on the investment of the gross proceeds of the Bonds, if any, be rebated to the United States of America, and specifically, the District will (i) maintain records regarding the investment of the gross proceeds of the Bonds as may be required to calculate such "excess arbitrage profits" separately from records of amounts on deposit in the funds and accounts of the District which are allocable to other bond issues of the District or moneys which do not represent gross proceeds of any bonds of the District, (ii) calculate, not less often than required by applicable federal law and the Regulations, the amount of "excess arbitrage profits", if any, earned from the investment of the gross proceeds of the Bonds and (iii) pay, not less often than required by applicable federal law and the Regulations, all amounts required to be rebated to the United States of America; and the District will not indirectly pay any amount otherwise payable to the United States of America pursuant to the foregoing requirements to any Person other than the United States of America by entering into any investment arrangement with respect to the gross proceeds of the Bonds that might result in a smaller profit or a larger loss than would have resulted if the arrangement had been at arm's length and had the yield on the issue not been relevant to either party.

(h) The District will timely file a statement with the United States of America setting forth the information required pursuant to Section 149(e) of the Code.

(i) This Order is intended to satisfy the official intent requirements set forth in section 1.150-2 of the Treasury Regulations.

For purposes of the foregoing (a), (b) and (e), the District understands that the term "Net Proceeds" includes "disposition proceeds" as defined in the Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds. It is the understanding of the District that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the United States Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the District will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally-recognized bond counsel, will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the District agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally-recognized bond counsel, to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes under Section 103 of the Code. In furtherance of such intention, the District hereby authorizes and directs the President or Vice President of the Board to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the District, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds. Furthermore, all officers, employees and agents of the District are authorized and directed to provide certifications of facts, estimates and circumstances which are material to the reasonable expectations of the District as of the date the Initial Bonds are delivered and paid for, and any such certifications may be relied upon by Bond Counsel, by the Holders of the Bonds, and by any Person interested in the exclusion of interest on the Bonds from gross income for federal income tax purposes. Moreover, the District covenants that it shall make such use of the proceeds of the Bonds, regulate investments of proceeds thereof, and take such other and further actions as may be required to maintain the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8.02: BONDS QUALIFIED TAX-EXEMPT OBLIGATIONS. The District hereby designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b) of the Code and covenants that it shall take all actions necessary with respect to the Bonds to satisfy the requirements of Section 265(b)(3) of the Code. In particular, the District represents that:

(a) the aggregate amount of tax-exempt obligations issued by the District during calendar year 2026, including the Bonds, which have been designated as "qualified tax-exempt obligations" under Section 265(b)(3) of the Code, does not exceed $10,000,000; and

(b) the reasonably anticipated amount of tax-exempt obligations which will be issued by the District during the calendar year 2026, including the Bonds, will not exceed $10,000,000.

For purposes of this Section 8.02, the term "tax-exempt obligation" does not include "specified private activity bonds" within the meaning of Section 141 of the Code, other than "qualified 501(c)(3) bonds" within the meaning of Section 145 of the Code. In addition, for purposes of this Section 8.02, the District includes all governmental units of which the District is a "subordinate entity" and governmental units which are "subordinate entities" of the District, within the meaning of Section 265(b)(3)(E) of the Code.

SECTION 8.03: ALLOCATION OF, AND LIMITATION ON, EXPENDITURES. The District covenants to account for the expenditure of the proceeds of the sale of the Bonds and investment earnings to be used for the purposes for which the Bonds are issued on its books and records by allocating proceeds to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the facilities to be constructed and/or purchased with the proceeds of the Bonds are completed. The foregoing notwithstanding, the District shall make such allocation in any event by the date 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. For purposes of determining compliance with this covenant the District and its officers, agents and representatives may rely upon an opinion of nationally recognized bond counsel or tax counsel to the effect that the proposed actions or omissions of the District will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

SECTION 8.04: DISPOSITION OF FACILITIES. The District covenants that the property constituting the facilities to be constructed and/or purchased with the proceeds of the Bonds will not be sold or otherwise disposed of, except to the City of College Station, Texas, in a transaction resulting in the receipt by the District of cash or other compensation unless the District obtains an opinion of nationally recognized bond counsel or tax counsel to the effect that the proposed actions of the District will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. For purposes of the foregoing, the portion of the property comprising personal property and disposed of in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation.

(End of Article Eight)

ARTICLE NINE

ADDITIONAL BONDS AND REFUNDING BONDS

SECTION 9.01: ADDITIONAL BONDS. The District expressly reserves the right to issue, in one or more installments, any Additional Bonds for authorized purposes, including, without limitation:

(a) the remaining unissued bonds which were authorized at the election described in Section 1.05 (b) and (c) of this Order; and

(b) such other bonds as the District may hereafter be authorized to issue from time to time.

SECTION 9.02: REFUNDING BONDS. The District further reserves the right to issue refunding bonds including, without limitation, the refunding bonds which were authorized at the election described in Section 1.05 (d) of this Order, in any manner permitted by law to refund the Bonds, the Outstanding Bonds, and any Additional Bonds, at or prior to their respective Maturity Dates or on any Redemption Dates.

(End of Article Nine)

ARTICLE TEN

DEFAULT PROVISIONS

SECTION 10.01: REMEDIES IN EVENT OF DEFAULT. In addition to any other rights and remedies provided by the laws of the State of Texas, the District covenants and agrees that in the event of default in the payment of the principal of or interest on any of the Bonds when due, or, in the event the District fails to make the payments required to be made into the Bond Fund, or defaults in the observance or performance of any other of the covenants, conditions or obligations set forth in this Order, the Holders shall be entitled to seek a writ of mandamus issued by a court of competent jurisdiction compelling and requiring the District and the officials thereof to observe and perform the covenants, obligations or conditions prescribed in this Order. Any delay or omission in the exercise of any right or power accruing upon any default shall not impair any such right or power or be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient.

SECTION 10.02: ORDER IS CONTRACT. In consideration of the purchase and acceptance of the Bonds by the Holders, the provisions of this Order shall be deemed to be and shall constitute a contract between the District and such Holders, and the covenants and agreements herein set forth to be performed on behalf of the District shall be for the equal benefit, protection and security of each of such Holders. Each of the Bonds, regardless of the time or times of their issue, authentication, registration, delivery or maturity, shall be of equal rank, without preference, priority or distinction of any Bond over any other, except as expressly provided herein.

(End of Article Ten)

ARTICLE ELEVEN

CONTINUING DISCLOSURE

SECTION 11.01: DEFINITIONS. As used in this Article, the following terms have the meanings ascribed to them below:

The term "MSRB" means the Municipal Securities Rulemaking Board.

The term "obligated person" has the meaning assigned to such term in the Rule.

The term "Offering" has the meaning assigned to such term in the Rule.

The term "Rule" means SEC Rule 15c2-12 and any regulations promulgated thereunder, all as amended from time to time.

The term "SEC" means the United States Securities and Exchange Commission.

SECTION 11.02: ANNUAL REPORTS. The District shall provide annually to the MSRB, in an electronic format as prescribed by the MSRB, within six (6) months after the end of each Fiscal Year, financial information and operating data with respect to the District of the general type included in the District's final Official Statement prepared and distributed in connection with the Bonds, being the information described in Exhibit "C" attached hereto. Any financial statements to be so provided shall be (i) prepared in accordance with the accounting principles described in Exhibit "C" hereto, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulations, and (ii) audited, if the District commissions an audit of such statements and such audit is completed within the period during which they must be provided hereunder. If any such audit is not completed within such period, then the District shall provide such audited financial statements for the applicable Fiscal Year to the MSRB when and if such audit report becomes available.

If the District changes its Fiscal Year, the District will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section 11.02. The financial information and operating data to be provided pursuant to this Section 11.02 may be set forth in full in one or more documents or may be included by specific reference to any document that is available to the public on the MSRB's internet website or filed with the SEC. The District shall notify the MSRB, in a timely manner, of any failure of the District to provide financial information or operating data in accordance with this Section 11.02 by the time required herein. All documents provided to the MSRB pursuant to this Section 11.02 shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 11.03: EVENT NOTICES. The District shall notify the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, of any of the following events with respect to the Bonds:

(a) Principal and interest payment delinquencies;

(b) Non-payment related defaults, if material within the meaning of the federal securities laws;

(c) Unscheduled draws on debt service reserves reflecting financial difficulties;

(d) Unscheduled draws on credit enhancements reflecting financial difficulties;

(e) Substitution of credit or liquidity providers, or their failure to perform;

(f) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Bonds, or other material events affecting the tax-exempt status of the Bonds;

(g) Modifications to the rights of the Holders of the Bonds, if material within the meaning of the federal securities laws;

(h) Calls for redemption of the Bonds, if material within the meaning of the federal securities laws, and tender offers;

(i) Defeasances of the Bonds;

(j) Release, substitution or sale of property securing repayment of the Bonds, if material within the meaning of the federal securities laws;

(k) Rating changes;

(l) Bankruptcy, insolvency, receivership or similar event of the District;

(m) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material within the meaning of the federal securities laws;

(n) Appointment of a successor or additional trustee or the change of name of a trustee, if material within the meaning of the federal securities laws;

(o) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

(p) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

As used in clauses (o) and (p) above, the term "Financial Obligation" means: (i) a debt obligation; (ii) a derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii) however, the term Financial Obligation shall not include Municipal Securities as to which a final official statement has been provided to the MSRB consistent with the Rule; the term "Municipal Securities" means securities which are direct obligations of, or obligations guaranteed as to principal or interest by, a state or any political subdivision thereof, or any agency or instrumentality of a state or any political subdivision thereof, or any municipal corporate instrumentality of one or more states and any other Municipal Securities described by Section 3(a)(29) of the Securities Exchange Act of 1934, as the same may be amended from time to time. The Board of Directors intends the words used in clauses (o) and (p) above and in the definition of Financial Obligation to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

SECTION 11.04: LIMITATIONS, DISCLAIMERS AND AMENDMENTS.

(a) The District shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the District remains an "obligated person" with respect to the Bonds, within the meaning of the Rule, except that the District in any event will give notice of any call for redemption of the Bonds or defeasance of the Bonds, in whole or in substantial part, made in accordance with this Order or applicable law that causes such Bonds to no longer be outstanding.

(b) The provisions of this Article are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing herein, expressed or implied, shall be deemed to confer any benefit or any legal or equitable right, remedy or claim hereunder upon any other Person. The District undertakes to provide only the financial information, operating data financial statements and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, conditions or prospects of the District, nor does the District undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or to sell Bonds at any future date.

(c) UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNERS OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR IN TORT, FOR DAMAGES RESULTING, IN WHOLE OR IN PART, FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY, IN CONTRACT OR IN TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH, SHALL BE LIMITED TO AN ACTION BY THE HOLDER FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(d) No default by the District in observing or performing its obligations under this Article shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

(e) Nothing in this Article is intended or shall act to disclaim, waive or otherwise limit the duties of the District under applicable federal and state securities laws.

(f) Should the Rule be amended to obligate the District to make filings with or provide notices to entities other than the MSRB, the District hereby agrees to undertake such obligations with respect to the Bonds in accordance with the Rule as amended.

(g) Except as provided hereinafter, the provisions of this Article may be amended by the District from time to time, in its discretion, to adapt to changed circumstances that arise from a change in law, the identity, nature, status or type of operations of the District, or other circumstances, but only if (i) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell the Bonds in a primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (ii) either (A) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the outstanding Bonds consent to such amendment, or (B) a Person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. If this Article is so amended, the District shall include with any amended financial information or operating data next provided in accordance with this Article an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided. Notwithstanding the foregoing, the District may also repeal or amend the provisions of this Article if the SEC amends or repeals the applicable provisions of the Rule or if any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but, in either case, only if and to the extent that any such amendment or repeal by the District would not prevent an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds.

(End of Article Eleven)

ARTICLE TWELVE

MISCELLANEOUS PROVISIONS

SECTION 12.01: PAYMENT OF BONDS AND PERFORMANCE OF OBLIGATIONS. The District covenants to pay promptly the principal of and the interest on the Bonds as the same become due and payable, whether at maturity or by prior redemption, in accordance with the terms of the Bonds and this Order, and to keep and perform faithfully all of its covenants, undertakings and agreements contained in this Order, the Initial Bonds or in any Bond executed, authenticated, registered and delivered hereunder.

SECTION 12.02: DISTRICT'S SUCCESSORS AND ASSIGNS. Whenever in this Order the District is named and referred to, such naming or reference shall be deemed to include the District's successors and assigns, and all covenants and agreements in this Order by or on behalf of the District, except as otherwise provided herein, shall bind and inure to the benefit of the District's successors and assigns, whether or not so expressed.

SECTION 12.03: NO RECOURSE AGAINST DISTRICT OFFICERS. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Order against any officer of the District or any Person executing the Bonds.

SECTION 12.04: PAYING AGENT MAY OWN BONDS. The Paying Agent, in its individual or any other capacity, may become the owner or pledgee of the Bonds with the same rights it would have if it were not Paying Agent.

SECTION 12.05: REGISTRAR. The initial Registrar in respect of the Bonds shall be The Bank of New York Mellon Trust Company, N.A. with its principal corporate trust office and its principal payment office in Houston, Texas. The District will maintain at least one Registrar in the State of Texas, where the Bonds may be surrendered for registration of transfer and/or for exchange or replacement for other Bonds, and for the purpose of maintaining the Register on behalf of the District. The Registrar shall at all times be a duly qualified and competent trust or banking corporation or association organized and doing business under the laws of the United States of America, or of any State thereof, with a combined capital and surplus of at least $25,000,000, which is subject to supervision of or examination by federal or State banking authorities, and which is a transfer agent duly registered with the United States Securities and Exchange Commission. The District, by order, resolution or other appropriate action, reserves the right and authority to change any Registrar or to appoint additional Registrars, and upon any such change or appointment, the District covenants and agrees to promptly cause written notice thereof, specifying the name and address of such changed or additional Registrar, to be sent to each Holder of the Bonds by United States mail, first class, postage prepaid.

SECTION 12.06: PAYING AGENT. The initial Paying Agent in respect of the Bonds shall be The Bank of New York Mellon Trust Company, N.A. with its principal corporate trust office and its principal payment office in Houston, Texas. To the extent practicable, the District will maintain in the State of Texas, at least one (1) duly qualified and competent trust or banking corporation or association organized and doing business under the laws of the United States of

America, or of any State thereof, where the Bonds may be presented or surrendered for payment of principal. The District, by order, resolution or other appropriate action, reserves the right and authority to change any Paying Agent or to appoint additional Paying Agents, and upon any such change or appointment, the District covenants and agrees to promptly cause written notice thereof, specifying the name and address of such changed or additional Paying Agent, to be sent to each Holder of the Bonds by United States mail, first class, postage prepaid.

SECTION 12.07: DISCHARGE BY DEPOSIT. The District may discharge its obligation to the Holders to pay the principal of and the interest on the Bonds and may defease the Bonds in accordance with the provisions of then applicable law, including, without limitation, V.T.C.A. Government Code §1207.001 et seq., as amended.

SECTION 12.08: LEGAL HOLIDAYS. In any case when any Interest Payment Date, Maturity Date or Redemption Date for any Bond is not a Business Day, then payment by the Paying Agent of such principal, interest or redemption price need not be made on such day, but may be made on the next succeeding Business Day with the same force and effect as if made on the scheduled Interest Payment Date, Maturity Date or Redemption Date, and no further interest shall accrue beyond such scheduled date.

SECTION 12.09: ESCHEAT LAWS. Notwithstanding any part or provision of the Bonds or this Order to the contrary, the powers, rights, duties, functions and responsibilities of the District, the Paying Agent, the Registrar, the Initial Purchaser, and the Holders shall at all times conform and be subject to the requirements, limitations, procedures and provisions of Title 6, Texas Property Code, as now and hereafter amended, and in case of any conflict or inconsistency therewith now existing or hereafter created, the provisions of such laws shall prevail and control, and the provisions of this Order and the Bonds shall be deemed to be supplemented or amended to conform thereto.

SECTION 12.10: BENEFITS OF ORDER. Nothing in this Order or in the Bonds, expressed or implied, shall give or be construed to give any Person, other than the District; the Paying Agent; the Registrar; if applicable, the municipal bond insurance company; and the Holders, any legal or equitable right or claim under or in respect of this Order, or under any covenant, condition or provision herein contained, and all the covenants, conditions and provisions contained in this Order or in the Bonds shall be for the sole benefit of the District, the Paying Agent; the Registrar; if applicable, the municipal bond insurance company; and the Holders.

SECTION 12.11: SEVERABILITY CLAUSE. If any word, phrase, clause, sentence, paragraph, section or other part of this Order, or the application thereof to any Person or circumstance, shall ever be held to be invalid or unconstitutional by any court of competent jurisdiction, the remainder of this Order and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Order to any other Persons or circumstances shall not be affected thereby.

SECTION 12.12: ACCOUNTING. The District will keep proper records and accounts regarding the levy and collection of taxes, which records and accounts will be made available to any Holder on reasonable request. Each year while any of the Bonds are outstanding,

the District shall have an audit of its books and accounts performed by a certified public accountant or firm of certified public accountants, based on its Fiscal Year, and copies of such audits will be made available to any Holder upon request and upon payment by such Holder of the reasonable costs to the District of providing same.

SECTION 12.13: NOTICE. Except as otherwise expressly provided herein, any notice, authorization, request or demand required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given when deposited in the United States mail, first class postage prepaid, and addressed to the Person to be notified and, with respect to notice to any Holder shall be addressed to the latest address shown on the Register.

SECTION 12.14: FURTHER PROCEEDINGS; ELECTRONIC DELIVERY. The President, Vice President, Secretary and any Assistant Secretary of the Board of Directors and other appropriate officials of the District are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms of this Order, including, without limitation, the execution of this Order and other documentation required in connection herewith and with the issuance of the Bonds. Further, the District's Bond Counsel and financial advisor shall be authorized to prepare written instructions to the Paying Agent, on behalf of the District, for the disbursement and/or deposit of Net Proceeds to pay expenses incident to the issuance of the Bonds. Any Bonds or other documentation required or permitted to be delivered by the District pursuant to the terms of this Order, including delivery of the Initial Bonds and any subsequent Bonds by the District to the Registrar pursuant to Article Three hereof, may be so delivered by electronic means or in an electronic format at the option of the District.

SECTION 12.15: AMENDMENT OF ORDER. The District may, without the consent of or notice to any Holder of the Bonds, amend, change or modify this Order as may be required (a) by the provisions hereof (including, without limitation, Article Eleven hereof); (b) for the purpose of curing any ambiguity, inconsistency, or formal defect or omission herein; or (c) in connection with any other change which is not to the prejudice of the Holders of the Bonds. Except for such amendments, changes or modifications, the District shall not amend, change or modify this Order in any manner without the consent of the Holders of all the Bonds then outstanding in any manner, which would (a) extend the time or times of payment of the principal of and interest on the Bonds, or reduce the principal amount thereof or the rate or interest thereon or in any way modify the terms or sources of payment of the principal of or interest on the Bonds; (b) create any lien ranking prior to the lien of the Bonds; (c) give preference of any Bond over any other Bonds; or (d) extend any waiver of default to subsequent defaults.

SECTION 12.16: ISSUANCE OF BONDS UNDER CERTAIN TERMS AND CONDITIONS. The Bonds shall be issued upon and subject to the further terms and conditions contained in the Prior Bond Orders, which shall apply with equal force to the Bonds as if set forth fully herein; provided, however, that where the provisions of the Prior Bond Orders are inconsistent or in conflict with the terms and provisions of this Order, the terms and provisions of this Order shall govern.

(End of Article Twelve)

ARTICLE THIRTEEN

SALE OF BONDS

SECTION 13.01: SALE OF BONDS. Sale of the Bonds is hereby awarded to _____ (the "Initial Purchaser"), for the sum of $_____, subject to the issuance of an approving opinion as to legality of the Initial Bonds of the Attorney General of Texas and of Bond Counsel for the District. It is hereby found and declared that the bid of the Initial Purchaser produces the lowest net effective interest rate to the District and is the best obtained for the Bonds pursuant to and after taking sealed, competitive public bids therefor, as required by law, and that the net effective interest rate resulting from said bid is _____% which is less than the maximum of _____% permitted by the District's Official Notice of Sale. It is hereby further found and declared that the terms of the sale of the Bonds are in the District's best interests.

SECTION 13.02: NOTICE OF SALE. It is hereby affirmatively found and declared that notice of the time and place of this sale and the details concerning the sale of the Bonds was given by publishing an appropriate notice of sale:

(a) at least one (1) time not less than ten (10) days before the date of sale in a newspaper of general circulation in the county in which the District is located; and

(b) at least one (1) time in a recognized financial publication of general circulation in the State of Texas, as approved by the Attorney General of Texas.

(End of Article Thirteen)

ARTICLE FOURTEEN

OPEN MEETING AND EFFECTIVE DATE

SECTION 14.01: OPEN MEETING. The Board of Directors officially finds, determines and declares that this Order was reviewed, considered and adopted at a meeting of the Board of Directors beginning at _____ p.m., College Station, Texas time on November _____, 2026, and that a sufficient written notice of the date, hour, place and subject of this meeting was posted at the District's administrative office and at a place readily accessible and convenient to the public within the District and was timely furnished to the County Clerk of Brazos County, Texas, for posting on a bulletin board located at a place convenient to the public in the Brazos County Courthouse and on said clerk's or said county's Internet website, for the time prescribed by law preceding this meeting, as required by Chapter 551, Texas Government Code, as amended, and Section 49.063 of the Texas Water Code, as amended, and that this meeting has been open to the public, as required by law, at all times during which this Order and the subject matter hereof has been discussed, considered and acted upon. The Board of Directors further ratifies, approves and confirms such written notice and the contents and posting thereof.

SECTION 14.02: EFFECTIVE DATE OF ORDER. This Order shall take effect and be in full force and effect upon and after its passage.

(End of Article Fourteen)

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

PASSED AND ADOPTED the _____ day of November, 2026.

_____
President, Board of Directors
Rock Prairie Management District No. 2

ATTEST:

_____
Secretary, Board of Directors
Rock Prairie Management District No. 2

(SEAL)

EXHIBIT "A"

(FORM OF INITIAL BOND)

REGISTERED NUMBER		REGISTERED AMOUNT
IR-	UNITED STATES OF AMERICA STATE OF TEXAS COUNTY OF BRAZOS	$_____

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2
UNLIMITED TAX BOND
SERIES 2026

Interest Rate:	Maturity Date:	Initial Date:	Delivery Date:	CUSIP NO.:
_____%	September 1, ___	December 1, 2026	_____, 2026	

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, a conservation and reclamation district, a body politic and corporate and a governmental agency and political subdivision created under the Constitution and laws of the State of Texas, situated in Brazos County, Texas (the "District"), FOR VALUE RECEIVED hereby acknowledges itself indebted to and PROMISES TO PAY TO

CEDE & CO.

or registered assigns, on the due date specified above, the principal sum of

_____ DOLLARS

(or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption), and to pay interest thereon from the later of the Delivery Date specified above or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months. Interest hereon is payable semiannually on March 1 and September 1 (individually, an "Interest Payment Date") of each year, commencing on March 1, 2027, until the maturity or redemption date of this Bond, as provided in the order of the Board of Directors of the District duly adopted on November _____, 2026 (the "Bond Order"), authorizing the issuance of this Bond, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the "Record Date"). Principal of this Bond due at maturity or upon prior redemption is payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon presentation and surrender of this Bond at the designated office of the agency selected by the District for such purpose (the "Paying Agent"). Except at maturity, interest on, or mandatory redemption payments, if any, in respect of, this Bond are payable by mailing of a check of the Paying Agent for such interest payable to, or upon written order of, the registered owner hereof at

the address shown on the registry books maintained on behalf of the District by a trust or banking corporation or association selected by the District for such purpose (the "Registrar"), or by such other customary banking arrangements as may be acceptable to the Paying Agent and the registered owner hereof, at the risk and expense of the registered owner hereof. The initial Registrar and Paying Agent shall be The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Houston, Texas.

THIS BOND IS ONE OF AN AUTHORIZED ISSUE OF BONDS, aggregating Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) (the "Bonds"), issued for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending a waterworks system, a sanitary sewer system and a drainage and storm sewer system, including, but not limited to, all additions to such systems and all land, improvements, facilities, plants, equipment, appliances, interests in property and regional, regulatory or joint use participation rights or contract rights needed therefor, and administrative facilities needed in connection therewith, by authority of an election held within and for the District on November 3, 2015, and pursuant to the Bond Order and under and in strict conformity with the Constitution and laws of the State of Texas.

THE TRANSFER OF THIS BOND may be accomplished by due execution of the provisions for assignment hereon and is registerable at the designated office of the Registrar by the registered owner hereof, or by his or her duly authorized representative, but only in the manner and subject to the limitations provided in the Bond Order, and only upon surrender of this Bond. Upon any such registration of transfer, one or more exchange Bonds, in authorized denominations, for a like interest rate and aggregate principal amount, shall be authenticated by the Registrar and registered and delivered or sent by United States mail, first class, postage prepaid, to the transferee in exchange therefor. This Bond, with or without others of like form and series, may in like manner be exchanged for one or more registered bonds of other authorized denominations at the same interest rate and in the same aggregate principal amount. No service charge shall be made for any such transfer or exchange, but the District and/or the Registrar may impose a charge sufficient to defray any tax or governmental charge in connection therewith.

THE DISTRICT RESERVES THE RIGHT, AT ITS OPTION, TO REDEEM the Bonds of this issue maturing on or after September 1, 2033, in whole or, from time to time, in part, prior to their scheduled maturities, on September 1, 2032, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed, plus accrued interest on said principal amount to be redeemed to the date fixed for redemption. In the event that a Serial Bond subject to redemption is in a denomination larger than $5,000, a portion of such Serial Bond may be redeemed, but only in a principal amount equal to $5,000, or an integral multiple thereof, and only upon the delivery of one or more exchange Serial Bonds of the same interest rate and in aggregate principal amount equal to the unredeemed portion of the Serial Bond so redeemed in part.

NOTICE OF REDEMPTION will be given by mailing same to the registered owners of the Bonds to be redeemed, in whole or in part, at least thirty (30) days prior to the date fixed for redemption. By the date fixed for redemption, due provision will have been made with the Paying Agent for payment of the principal amount of the Bonds so called for redemption, plus accrued

interest thereon to the date fixed for redemption. When Bonds have been called for redemption, in whole or in part, and due provision has been made to redeem same, such Bonds, or the portions thereof so called for redemption, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the rights of the owners to collect interest which would otherwise accrue after the redemption date on the principal of the Bonds, or the portions thereof so called for redemption, will be terminated.

NEITHER THE DISTRICT NOR THE REGISTRAR SHALL BE REQUIRED to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of, the mailing of any notice of redemption prior to maturity; nor shall the District or the Registrar be required to transfer or exchange any Bond so selected for redemption, in whole or in part, when such redemption is scheduled to occur within thirty (30) calendar days thereafter.

PRIOR TO DUE PRESENTATION OF THIS BOND FOR REGISTRATION OF TRANSFER, the District, the Paying Agent and the Registrar may deem and treat the registered owner hereof as the absolute owner of this Bond (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment hereof, or on account hereof, and interest due hereon, and for all other purposes, and neither the District, the Paying Agent nor the Registrar shall be bound or affected by any notice to the contrary.

THE DISTRICT HAS DESIGNATED THE BONDS AS "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b) of the Internal Revenue Code of 1986 in effect on the date of the issuance of the Bonds.

THIS BOND, AND THE OTHER BONDS OF THE SERIES OF WHICH IT IS A PART, are payable from the proceeds of an ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Bond Order for a complete description of: the terms, covenants and provisions pursuant to which this Bond and said series of Bonds are secured and made payable; the respective rights thereunder of the registered owners of the Bonds and of the District, the Paying Agent and the Registrar; the terms upon which the Bonds are, and are to be, registered and delivered; and any capitalized terms not otherwise defined herein. By acceptance of this Bond, the owner hereof expressly assents to all of the provisions of the Bond Order.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond, and the series of Bonds of which it is a part, is duly authorized by law; that all acts, conditions, and things required to exist and to be done precedent to and in the issuance of this Bond and said series of Bonds to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that due provision has been made for the payment of the interest on and the principal of this Bond and the series of Bonds of which it is a part by the levy of a direct, annual ad valorem tax upon all taxable property within the District sufficient for said purposes; and that the issuance of this Bond and said series of Bonds does not exceed any constitutional or statutory limitation.

UNLESS AND UNTIL A CERTIFICATE OF REGISTRATION of the Comptroller of Public Accounts of the State of Texas has been manually executed hereon by such Comptroller (or a duly authorized deputy), as provided in the Bond Order, this Bond shall not be entitled to the benefit and security of the Bond Order nor be valid or obligatory for any purpose.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2 has caused this Bond to be executed by the manual or facsimile signatures of the President and Secretary of its Board of Directors and its official seal to be impressed or placed in facsimile hereon.

ROCK PRAIRIE MANAGEMENT
DISTRICT NO. 2

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

[1][STATEMENT OF INSURANCE]

[1] TBD – Update following sale w/ appropriate Statement of Insurance.

OFFICE OF THE COMPTROLLER

REGISTER NO. _____

THE STATE OF TEXAS

I HEREBY CERTIFY that there is on file and of record in my office an opinion of the Attorney General of the State of Texas to the effect that this Bond has been examined by said Attorney General as required by law, that said Attorney General finds that it has been issued in conformity with the Constitution and laws of the State of Texas, and it is a valid and binding obligation of Rock Prairie Management District No. 2 and said Bond has this day been registered by me.

WITNESS MY HAND AND SEAL OF OFFICE at Austin, Texas, _____.

_____

Comptroller of Public Accounts
of the State of Texas

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

_____

_____

(Social Security or other identifying number): _____
the within Bond and does hereby irrevocably constitute and appoint _____ as attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

The signature of the Registered Owner appearing on this Assignment is hereby verified as true and genuine and is guaranteed by:

_____
(Bank, Trust Company, or Brokerage Firm)

By: _____
(Authorized Representative)

_____
Registered Owner
NOTICE: The signature on this Assignment must correspond in every particular with the name of the Registered Owner as it appears on the face of the within Bond.

EXHIBIT "B"

(FORM OF EXCHANGE BOND)

REGISTERED NUMBER		REGISTERED AMOUNT
R-	UNITED STATES OF AMERICA STATE OF TEXAS COUNTY OF BRAZOS	$_____

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2
UNLIMITED TAX BOND
SERIES 2026

Interest Rate:	Maturity Date:	Initial Date:	Delivery Date:	CUSIP NO.:
_____%	September 1, ___	December 1, 2026	_____	

ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2, a conservation and reclamation district, a body politic and corporate and a governmental agency and political subdivision created under the Constitution and laws of the State of Texas, situated in Brazos County, Texas (the "District"), FOR VALUE RECEIVED hereby acknowledges itself indebted to and PROMISES TO PAY TO

_____

or registered assigns, on the due date specified above, the principal sum of

_____ DOLLARS

(or so much thereof as shall not have been paid or deemed to have been paid upon prior redemption), and to pay interest thereon from the later of the Delivery Date specified above or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months. Interest hereon is payable semiannually on March 1 and September 1 (individually, an "Interest Payment Date") of each year, commencing on March 1, 2027, until the maturity or redemption date of this Bond, as provided in the order of the Board of Directors of the District duly adopted on November _____, 2026 (the "Bond Order"), authorizing the issuance of this Bond, to the person in whose name this Bond is registered at the close of business on the 15th day (whether or not a business day) of the calendar month next preceding such Interest Payment Date (the "Record Date"). Principal of this Bond due at maturity or upon prior redemption is payable in any coin or currency of the United States of America which, on the date of payment, is legal tender for the payment of debts due the United States of America, upon presentation and surrender of this Bond at the designated office of the agency selected by the District for such purpose (the "Paying Agent"). Except at maturity, interest on, or mandatory redemption payments, if any, in respect of, this Bond are payable by mailing of a check of the Paying Agent for such interest payable to, or upon written order of, the registered owner hereof at

the address shown on the registry books maintained on behalf of the District by a trust or banking corporation or association selected by the District for such purpose (the "Registrar"), or by such other customary banking arrangements as may be acceptable to the Paying Agent and the registered owner hereof, at the risk and expense of the registered owner hereof. The initial Registrar and Paying Agent shall be The Bank of New York Mellon Trust Company, N.A., having its principal corporate trust office and its principal payment office in Houston, Texas.

THIS BOND IS ONE OF AN AUTHORIZED ISSUE OF BONDS, aggregating Two Million Five Hundred Thousand and No/100 Dollars ($2,500,000.00) (the "Bonds"), issued for the purpose or purposes of purchasing, constructing, acquiring, owning, operating, repairing, improving, or extending a waterworks system, a sanitary sewer system and a drainage and storm sewer system, including, but not limited to, all additions to such systems and all land, improvements, facilities, plants, equipment, appliances, interests in property and regional, regulatory or joint use participation rights or contract rights needed therefor, and administrative facilities needed in connection therewith, by authority of an election held within and for the District on November 3, 2015, and pursuant to the Bond Order and under and in strict conformity with the Constitution and laws of the State of Texas.

THE TRANSFER OF THIS BOND may be accomplished by due execution of the provisions for assignment hereon and is registerable at the designated office of the Registrar by the registered owner hereof, or by his or her duly authorized representative, but only in the manner and subject to the limitations provided in the Bond Order, and only upon surrender of this Bond. Upon any such registration of transfer, one or more exchange Bonds, in authorized denominations, for a like interest rate and aggregate principal amount, shall be authenticated by the Registrar and registered and delivered or sent by United States mail, first class, postage prepaid, to the transferee in exchange therefor. This Bond, with or without others of like form and series, may in like manner be exchanged for one or more registered bonds of other authorized denominations at the same interest rate and in the same aggregate principal amount. No service charge shall be made for any such transfer or exchange, but the District and/or the Registrar may impose a charge sufficient to defray any tax or governmental charge in connection therewith.

THE DISTRICT RESERVES THE RIGHT, AT ITS OPTION, TO REDEEM the Bonds of this issue maturing on or after September 1, 2033, in whole or, from time to time, in part, prior to their scheduled maturities, on September 1, 2032, or on any date thereafter, at a price equal to the principal amount thereof to be redeemed, plus accrued interest on said principal amount to be redeemed to the date fixed for redemption. In the event that a Serial Bond subject to redemption is in a denomination larger than $5,000, a portion of such Serial Bond may be redeemed, but only in a principal amount equal to $5,000, or an integral multiple thereof, and only upon the delivery of one or more exchange Serial Bonds of the same interest rate and in aggregate principal amount equal to the unredeemed portion of the Serial Bond so redeemed in part.

NOTICE OF REDEMPTION will be given by mailing same to the registered owners of the Bonds to be redeemed, in whole or in part, at least thirty (30) days prior to the date fixed for redemption. By the date fixed for redemption, due provision will have been made with the Paying Agent for payment of the principal amount of the Bonds so called for redemption, plus accrued interest thereon to the date fixed for redemption. When Bonds have been called for redemption,

in whole or in part, and due provision has been made to redeem same, such Bonds, or the portions thereof so called for redemption, shall no longer be regarded as outstanding, except for the purpose of receiving payment from the funds provided for redemption, and the rights of the owners to collect interest which would otherwise accrue after the redemption date on the principal of the Bonds, or the portions thereof so called for redemption, will be terminated.

NEITHER THE DISTRICT NOR THE REGISTRAR SHALL BE REQUIRED to transfer or exchange any Bond on any date subsequent to a Record Date and prior to the next succeeding Interest Payment Date, or during any period beginning fifteen (15) calendar days prior to, and ending on the date of, the mailing of any notice of redemption prior to maturity; nor shall the District or the Registrar be required to transfer or exchange any Bond so selected for redemption, in whole or in part, when such redemption is scheduled to occur within thirty (30) calendar days thereafter.

PRIOR TO DUE PRESENTATION OF THIS BOND FOR REGISTRATION OF TRANSFER, the District, the Paying Agent and the Registrar may deem and treat the registered owner hereof as the absolute owner of this Bond (whether or not this Bond shall be overdue and notwithstanding any notation of ownership or other writing hereon) for the purpose of receiving payment hereof, or on account hereof, and interest due hereon, and for all other purposes, and neither the District, the Paying Agent nor the Registrar shall be bound or affected by any notice to the contrary.

THE DISTRICT HAS DESIGNATED THE BONDS AS "qualified tax-exempt obligations" pursuant to the provisions of Section 265(b) of the Internal Revenue Code of 1986 in effect on the date of the issuance of the Bonds.

THIS BOND, AND THE OTHER BONDS OF THE SERIES OF WHICH IT IS A PART, are payable from the proceeds of an ad valorem tax levied without legal limitation as to rate or amount upon all taxable property within the District. Reference is hereby made to the Bond Order for a complete description of: the terms, covenants and provisions pursuant to which this Bond and said series of Bonds are secured and made payable; the respective rights thereunder of the registered owners of the Bonds and of the District, the Paying Agent and the Registrar; the terms upon which the Bonds are, and are to be, registered and delivered; and any capitalized terms not otherwise defined herein. By acceptance of this Bond, the owner hereof expressly assents to all of the provisions of the Bond Order.

IT IS HEREBY CERTIFIED, RECITED AND REPRESENTED that the issuance of this Bond, and the series of Bonds of which it is a part, is duly authorized by law; that all acts, conditions, and things required to exist and to be done precedent to and in the issuance of this Bond and said series of Bonds to render the same lawful and valid have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that due provision has been made for the payment of the interest on and the principal of this Bond and the series of Bonds of which it is a part by the levy of a direct, annual ad valorem tax upon all taxable property within the District sufficient for said purposes; and that the issuance of this Bond and said series of Bonds does not exceed any constitutional or statutory limitation.

UNLESS AND UNTIL A CERTIFICATE OF REGISTRATION of the Registrar has been manually executed by an authorized representative of the Registrar, as provided in the Bond Order, this Bond shall not be entitled to the benefit and security of the Bond Order nor be valid or obligatory for any purpose.

[SIGNATURES COMMENCE ON FOLLOWING PAGE]

IN WITNESS WHEREOF, ROCK PRAIRIE MANAGEMENT DISTRICT NO. 2 has caused this Bond to be executed by the manual or facsimile signatures of the President and Secretary of its Board of Directors and its official seal to be impressed or placed in facsimile hereon.

ROCK PRAIRIE MANAGEMENT
DISTRICT NO. 2

By: _____
President, Board of Directors

ATTEST:

By: _____
Secretary, Board of Directors

(SEAL)

[2][STATEMENT OF INSURANCE]

[2] TBD – Update following sale with appropriate Statement of Insurance.

CERTIFICATE OF REGISTRAR

This is to certify that this Bond is one of the Bonds issued under the provisions of the within-mentioned Bond Order, and it is hereby further certified that this Bond has been authorized and delivered in conversion and exchange for, or in replacement of, a Bond, Bonds or portions thereof (or one or more prior conversion, exchange or replacement Bonds) originally issued by Rock Prairie Management District No. 2, approved by the Attorney General of Texas, and initially registered by the Comptroller of Public Accounts of the State of Texas.

_____

_____, Registrar

Dated: _____

By: _____
Authorized Signatory

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto (print or typewrite name, address and zip code of transferee):

_____

_____

(Social Security or other identifying number): _____
the within Bond and does hereby irrevocably constitute and appoint _____ as attorney to transfer said Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____
Registered Owner

NOTICE: The signature on this Assignment must correspond in every particular with the name of the Registered Owner as it appears on the face of the within Bond.

The signature of the Registered Owner appearing on this Assignment is hereby verified as true and genuine and is guaranteed by:

_____
(Bank, Trust Company, or Brokerage Firm)

By: _____
(Authorized Representative)

[The legal opinion of Bond Counsel shall also be attached to the Exchange Bonds.]

EXHIBIT "C"

CONTINUING DISCLOSURE

The information to be updated includes all quantitative financial information and operating data with respect to the District of the general type included in the Official Statement under the sections entitled: "FINANCIAL INFORMATION CONCERNING THE DISTRICT (UNAUDITED)," "GENERAL FUND," "DEBT SERVICE REQUIREMENTS," "TAX DATA," (most of which information is contained in the District's annual audited financial statements) and in "APPENDIX A".

Any financial statements of the District will be prepared in accordance with generally accepted accounting principles for local government units as prescribed by the Governmental Accounting Standards Board or such other accounting principles as the District may be required to employ from time to time pursuant to State law or regulation.

October 22, 2026
Item No. 7.12.
Authorization and acceptance of EPA Community Project Funding

Sponsor: Frank Myers, Community Development Analyst

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a resolution to accept and authorize $750,000 in Community Project Funding (CPF) through the U.S. Environmental Protection Agency on the water and wastewater project known as Carter's Grove Utility Rehabilitation.

Relationship to Strategic Goals:
Core Services and Infrastructure and Financial Sustainability

Recommendation(s): Staff recommends approval.

Summary: In 2026, Congress designated $1.608 billion for locally identified water infrastructure projects. The City's Legislative Affairs Department requested $6 million in Community Project Funding (CPF) for water and wastewater replacement and rehabilitation. The City of College Station was allocated $750,000 in CPF, contingent on applying for and receiving an award from the U.S. Environmental Protection Agency (EPA) for a qualifying project.

The Carter's Grove Utility Rehabilitation Project was selected as the best fit for the funding due to CPF and EPA requirements limiting eligible expenses to a one-year period and requiring specific procurement standards. On September 18, 2026, the EPA awarded the City $750,000 in CPF, and the attached resolution authorizes acceptance of these funds for use on the Carter's Grove Project.

Budget & Financial Summary:

Attachments:
1. Resolution accepting CPF for Carters Grove Rehab Project
2. EPA Grant Award Terms
3. Letter Requesting Community Project Funding

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF COLLEGE STATION, TEXAS, APPROVING THE ACCEPTANCE OF COMMUNITY PROJECT FUNDING (CPF) ALLOCATED BY CONGRESS FOR THE CITY OF COLLEGE STATION AND ADMINISTERED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA) WHICH AWARDED $750,000.00 IN CPF FUNDS TO THE CITY; AUTHORIZING THE CITY MANAGER TO EXECUTE POST-AWARD GRANT AND PROGRAM DOCUMENTS AND ACT ON THE CITY'S BEHALF WITH RESPECT TO ANY ISSUES ARISING WITH THE EPA AWARDED FUNDS.

WHEREAS, in 2026, Congress designated $1.608 billion in congressionally designated funding for locally identified projects specifically relating to water infrastructure projects; and

WHEREAS, a letter to representative Michael McCaul was sent by the City's Legislative Affairs Department requesting $6 million in Community Project Funding ("**CPF**") for water and wastewater replacement and rehabilitation projects; and

WHEREAS, the City of College Station ("**City**") was allocated $750,000 of CPF for water and wastewater rehabilitation projects within the City, subject to the requirement for the City to apply for and be awarded CPF by the U.S. Environmental Protection Agency ("**EPA**") for a specific City project meeting the requirements of the CPF program and applicable EPA regulations; and

WHEREAS, the recent Carter's Grove Utility Rehabilitation project ("**Carter's Grove Project**") was determined to be the best fit for the designated funding instead of the originally determined College Heights Utility Rehabilitation project, as the CPF and EPA program reimbursement requirements limit eligible expenses to a one-year period and require certain other procurement requirements to be met by the project; and

WHEREAS, the City of College Station was awarded $750,000 in CPF by the EPA on September 18, 2026;

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

PART 1: That the City Council hereby accepts CPF in the amount of $750,000 as awarded to the City by EPA, subject to the CPF and EPA program requirements, including those contained in the EPA grant agreement, for use on the Carter's Grove Project.

PART 2: That the City Council hereby authorizes and designates the City Manager or his designee to sign all required applications, certifications, evaluations, and other forms required under the grant agreement on behalf of the City. The City Manager, as the authorized official, is granted the authority to apply for, accept, reject, modify, or

terminate the City's application and associated grant agreement or other documents under the CPF program on behalf of the City.

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

ADOPTED this 22nd Day of October, 2026.

ATTEST:

_____
City Secretary

APPROVED:

_____
Mayor

APPROVED:

_____
City Attorney

U.S. ENVIRONMENTAL PROTECTION AGENCY

Grant Agreement

GRANT NUMBER (FAIN): 03F19101 **MODIFICATION NUMBER:** 0 **PROGRAM CODE:** CG	**DATE OF AWARD** 09/18/2026
TYPE OF ACTION: New	**MAILING DATE** 09/23/2026
PAYMENT METHOD: ASAP - EPA Prior Approval	**ACH#**

RECIPIENT TYPE: Municipal	**Send Payment Request to:** Contact EPA RTPFC at: rtpfc-grants@epa.gov
RECIPIENT:	**PAYEE:**
City of College Station P.O. BOX 9960 COLLEGE STATION, TX 77842-7960 **EIN:** 74-6000534	City of College Station P.O. BOX 9960 COLLEGE STATION, TX 77842-7960

PROJECT MANAGER	EPA PROJECT OFFICER	EPA GRANT SPECIALIST
Melissa Thomas 1101 Texas Ave S College Station, TX 77840-2433 **Email:** mthomas@cstx.gov **Phone:** 979-764-6324	Sarah Davis 1201 Elm Street, Suite 500, WDAD Dallas, TX 75270-2102 **Email:** Davis.Sarah@epa.gov **Phone:** 214-665-7311	Jamell Ford Mission Support Division, MSDGG 1201 Elm Street, Suite 500 Dallas, TX 75270-2102 **Email:** ford.jamell@epa.gov **Phone:** 214-665-3182

PROJECT TITLE AND DESCRIPTION

The City of College Station's Carter's Grove Utility Rehabilitation Project will serve to replace and relocate aging water and wastewater lines in the Carter's Grove neighborhood area.

This agreement provides funding to the City of College Station, Texas to implement its project to replace water and wastewater lines as directed in the 2026 Consolidated Appropriations Act or as identified in an approved Technical Correction if one has been approved for this project.
The activities to be performed include the execution and implementation of a drinking water and wastewater infrastructure construction project. Workplan activities consist of conveyance system improvements.
The anticipated deliverables include 30%, 60% and 100% engineering reports for 14,000 linear feet of wastewater lines and 11,000 linear feet of potable water lines to replace aging and damaged pipes.

The expected outcomes include the completion of engineering and design work for the water and wastewater line replacement line project. This will allow for timely construction which will result in reduction in potable water and wastewater leaks, improved water quality, and extended life and reliability of the utility system

The intended beneficiaries include the businesses and residents of College Station, Texas.

No subawards are included in this assistance agreement.

BUDGET PERIOD	PROJECT PERIOD	TOTAL BUDGET PERIOD COST	TOTAL PROJECT PERIOD COST
11/13/2025 - 03/31/2027	11/13/2025 - 03/31/2027	$ 937,500.00	$ 937,500.00

NOTICE OF AWARD

Based on your Application dated 08/31/2026 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards $ 750,000.00. EPA agrees to cost-share 80.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of $ 750,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.

ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)	AWARD APPROVAL OFFICE
ORGANIZATION / ADDRESS	**ORGANIZATION / ADDRESS**
U.S. EPA, Region 6, Grants Management Section 1201 Elm Street, Suite 500 Dallas, TX 75270-2102	U.S. EPA, Region 6, Water Division R6 - Region 6 1201 Elm Street, Suite 500 Dallas, TX 75270-2102

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

Digital signature applied by EPA Award Official Christopher Watkins - Grant Management Officer	**DATE** 09/18/2026

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	$ 0	$ 750,000	$ 750,000
EPA In-Kind Amount	$ 0	$ 0	$ 0
Unexpended Prior Year Balance	$ 0	$ 0	$ 0
Other Federal Funds	$ 0	$ 0	$ 0
Recipient Contribution	$ 0	$ 187,500	$ 187,500
State Contribution	$ 0	$ 0	$ 0
Local Contribution	$ 0	$ 0	$ 0
Other Contribution	$ 0	$ 0	$ 0
Allowable Project Cost	$ 0	$ 937,500	$ 937,500

Assistance Program	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	2026 Consolidated Appropriations Act (PL 119-74)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	2606WE0060	26	E5	0626DTP	000B81	4192	-	-	$ 750,000
									$ 750,000

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	$ 0
2. Fringe Benefits	$ 0
3. Travel	$ 0
4. Equipment	$ 0
5. Supplies	$ 0
6. Contractual	$ 937,500
7. Construction	$ 0
8. Other	$ 0
9. Total Direct Charges	$ 937,500
10. Indirect Costs: 0.00 % Base	$ 0
11. Total (Share: Recipient 20.00 % Federal 80.00 %)	$ 937,500
12. Total Approved Assistance Amount	$ 750,000
13. Program Income	$ 0
14. Total EPA Amount Awarded This Action	$ 750,000
15. Total EPA Amount Awarded To Date	$ 750,000

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2025-or-later

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: https://www.epa.gov/grants/grant-terms-and-conditions#general.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

• Federal Financial Reports (SF-425): rtpfc-grants@epa.gov, and Jamell Ford, ford.jamell@epa.gov

• All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Sarah Davis, davis.sarah@epa.gov.

• Payment requests (if applicable): Sarah Davis, davis.sarah@epa.gov and rtpfc-grants@epa.gov.

• Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Sarah Davis, davis.sarah@epa.gov (214) 665-7311.

B. Pre-Award Costs

In accordance with 2 CFR 1500.9, the recipient may charge otherwise allowable pre-award costs (both Federal and non-Federal cost sharing) incurred from **11/13/2025** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

C. Prior Approval of Payments for EPA Community Grants

The recipient must submit Payment Requests via email using Standard Form 270 (SF-270), "Request for Advance or Reimbursement" via email to the EPA Grants Management Specialist and EPA Project Officer listed in the award agreement. In addition, the recipient must attach supporting documentation substantiating costs listed on the SF-270 form. The SF-270 form and instructions for completing this form are available at https://www.epa.gov/grants/epa-grantee-forms. Payment Requests should report cumulative expenditures (both federal and non-federal) incurred under the grant. The EPA will approve

payments for allowable expenditures at the ratio shown in the latest applicable grant agreement.

Supporting documentation must be submitted in pdf or other acceptable software format (e.g., DocuSign) and the SF-270 form must be electronically or digitally signed by the recipient's authorized representative or their designee in accordance with EPA's Recipient/Applicant Information Notice (RAIN), Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email. Supporting documentation may include copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges. The table below provides examples of acceptable supporting documentation.

As a reminder, please refer to the grant-specific Programmatic Terms and Conditions, as well as the EPA General Terms and Conditions, applicable to this award for additional information regarding procurement documentation submission, American Iron and Steel (AIS), Build America, Buy America Act (BABA), Davis-Bacon, and other requirements.

After EPA review and written approval of Payment Request documentation, the recipient may request funds via the U.S. Treasury's Automated Standard Application for Payment (ASAP) system for 100% of the total allowable expenditures shown on the SF-270 for the covered period (i.e., the Federal share). If EPA has waived the cost-share requirement for the grant, EPA may pay 100% of the allowable costs reported for that period. If EPA identifies any unallowable or unresolved costs in the Payment Request documentation, the recipient must revise and resubmit the SF-270 to reflect the correct amount of costs. Any questioned or disallowed costs will be detailed in writing by the EPA Grants Management Officer (GMO) or authorized Award Official.

Payment for costs approved by the EPA and authorized for drawdown by the recipient via ASAP will be credited to the recipient's designated financial institution (Refer to the Financial Information section in the EPA General Terms and Conditions applicable to this award).

The EPA Grants Management Officer (GMO) or authorized Award Official reserves the right to adjust the prior approval requirement after a number of payments are processed successfully (e.g., where the recipient submits accurate SF-270s with complete supporting documentation). The EPA GMO or authorized Award Official will consult with the EPA Project Officer to discuss any potential changes to this requirement. Any changes to this requirement will be implemented via a formal grant amendment updating the terms and conditions in the award document.

SUPPORTING DOCUMENTATION BY BUDGET CATEGORY	
BUDGET CATEGORY	**ACCEPTABLE DOCUMENTATION**
1. PERSONNEL (for both EPA-funded and non-EPA funded employees whose services will count towards the recipient's cost share) Records must: •Meet the requirements in 2 CFR 200.430(g) for producing accurate information regarding actual hours an employee worked performing the EPA agreement.•Reflect 100% of actual hours worked daily and the projects, programs or activities worked, not estimated amounts or percentages.	

They must also reflect non-working hours used during the pay period.•Be certified by an appropriate recipient manager indicating that the hours shown as worked in support of the EPA assistance agreement were actually spent on activities approved and eligible under the agreement for which the costs are claimed.•Contain names of employees charging time to the agreement, with explicit indication of number of hours charged, the hourly rate, and the total amount thereof charged.	
1a. Working Hours	Copies of time sheets or equivalent records
1b. Non-Working Hours (e.g., sick leave, annual leave, holiday pay, etc.) being charged to the agreement if not covered by a leave rate or included in fringe benefits.	A schedule or report showing the non-working hour cost calculations and amounts claimed, including the applicable accruals and distribution methodologies for the periods used in the calculations.
2. FRINGE BENEFITS – If applicable, approved fringe rate or actual costs per employee.	A schedule or report showing the fringe benefit cost calculations per employee, per pay period being claimed for payment and charged to the assistance agreement. Individual items included in approved fringe benefit rates must be identified.
3. INDIRECT COSTS – Must have an approved indirect cost rate agreement covering the period for the indirect costs being claimed or opt to use up to a 15% de minimis rate of Modified Total Direct Costs. Refer to the "Indirect Cost Rate Agreements" in the General Terms and Conditions for additional information.	A schedule or report showing the indirect costs calculations and amounts claimed and charged to the assistance agreement, including the applicable rates and cost basis for the periods used in the calculations.
4. TRAVEL Note: First class/business class travel costs are not allowable.	• Listing of trips taken, trip dates, location, purpose, and actual costs incurred.• Copy of signed and dated authorization documents for each trip. • Written certification by employee's supervisor or other authorized official that the trip took place.• Copies of signed and dated travel vouchers showing actual expenditures.
5. EQUIPMENT – Records must show	• Copies of procurement

equipment items, quantity, unit cost, and total amount consistent with the Purchase Order and Request For Proposal.	documentation, including quotes or bid announcements as required (unless already provided to the EPA).• Copies of vendor invoices.• Copies of sufficient AIS/BABA manufacturer certification letters, or documentation of appropriate waiver coverage, if applicable.
6. SUPPLIES	• Invoices showing supply items, quantity, unit cost, and total amount consistent with the Purchase Order.• Copies of procurement requests.• Copies of sufficient AIS/BABA certification letters or documentation of appropriate waiver coverage, if applicable.
7. CONTRACTUAL As required by 2 CFR 200.327, the recipient contracts must include all applicable clauses contained in Appendix II to 2 CFR Part 200, in addition to provisions relating to American Iron and Steel and the Build America, Buy America Act, as applicable. NOTE: per the grant-specific programmatic Terms and Conditions of the award, all contracts should have already been reviewed and approved by the EPA Project Officer.Contracts for Architectural and Engineering services are included in this category.The costs for consultant compensation that are charged to the EPA assistance agreement (including cost shares) must not exceed the consultant cap (Level IV of the Executive Schedule) as described at 2 CFR 1500.10.More information is found in the General Budget Development Guidance for Applicants and Recipients of EPA Financial Assistance (RAIN-2019-G02-R2)	• Solicitation documents (e.g., requests for proposals or requests for qualifications, as applicable).*• Evidence of the selection decision and a cost and price analysis, as applicable.*• Copies of contractor invoices*(unless previously provided to the EPA)
8. CONSTRUCTION This category includes contracts for general construction and other contractor costs for activities described in EPA's Small and Disadvantaged Business (DBE) rule at 40 CFR 33.103. More information is found in the General Budget Development Guidance for	• Solicitation documents (e.g., requests for proposals or quotes).*• Evidence of the selection decision and a cost and price analysis.*• Copies of contractor and vendor invoices.• Copies of sufficient AIS/BABA certification letters or documentation of appropriate waiver coverage, if

Applicants and Recipients of EPA Financial Assistance (RAIN-2019-G02-R2). As required by 2 CFR 200.327, the recipient contracts must include all applicable clauses contained in Appendix II to 2 CFR Part 200, in addition to provisions relating to American Iron and Steel and the Build America, Buy America Act, as applicable. NOTE: per the grant-specific programmatic Terms and Conditions of the award, all contracts should have already been reviewed and approved by the EPA Project Officer.	applicable.*(unless previously provided to the EPA)
9. OTHER If subaward costs are being claimed, a copy of the executed subaward agreement must be provided to the EPA (unless already provided). The subaward agreement must comply with the requirements of the subaward term and condition of the EPA award and 2 CFR 200.331 and 200.332.	• Copies of procurement requests.*• Copies of sufficient AIS/BABA certification letters or documentation of appropriate waiver coverage, if applicable.• Quotes or bid announcements, as required.• Documentation of participant support cost payments approved in the budget. • Cost Calculations/Allocations of shared costs like rent, utilities, etc. * (unless previously provided to the EPA)

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS FOR EPA COMMUNITY GRANTS

The following programmatic terms and conditions supplement the terms and conditions included in EPA's General Terms and Conditions and any assistance needed to resolve the situation.

A. Performance Reports

Content

In accordance with 2 CFR 200.329, the recipient must relate financial data and project or program accomplishments to the performance goals and objectives of the EPA award and must provide cost information to demonstrate cost-effective practices (for example, through unit cost data) when reporting program performance. The recipient agrees to submit performance reports that include information on each of the following areas: 1) A comparison of accomplishments to the outputs/outcomes established in the assistance agreement work plan for the reporting period (for example, comparing costs to units of accomplishment); 2) explanations on why established outputs/outcomes were not met; and 3) Additional information, analysis, and explanation of cost overruns or higher-than-expected-unit costs.

Additionally, the recipient agrees to notify the EPA when a significant development occurs that could impact the award. Significant developments include events that enable meeting milestones and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned. Significant developments also include problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the award, including outputs/outcomes specified in the assistance agreement work plan. If the significant developments negatively impact the award, the recipient must include information on their plan for corrective action and any assistance needed to resolve the situation.

Frequency

Semi-Annual: The recipient agrees to submit **semi-annual** performance reports electronically to the EPA Project Officer. Semi-annual reports are due within 30 days after the reporting period (every six-month period) as described below.

PERIOD ENDING	SEMI-ANNUAL DUE DATES
October 1 – March 31	April 30
April 1 – September 30	October 30

B. Project changes (2 CFR 200.308)

Consistent with 2 CFR 200.308, the recipient must request prior written approval from EPA for the following program and budget-related reasons, including but not limited to: changes which alter the project performance standards; changes in the scope or objectives of the project (even if there is no associated budget revision requiring prior written approval) or substantially altering the design of the project; changes in key personnel (including employees and contractors) that are identified by name or position in the Federal award; the disengagement from a project for more than three months, or a 25%

reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or principal investigator; the inclusion, unless waived by the EPA, of costs that require prior written approval in accordance with 2 CFR Part 200, Subpart E, as applicable; the transfer of funds between construction and non-construction budget categories; significantly delaying or accelerating the project schedule; or substantially altering the facilities plan, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project. Note, depending on the type of change, the authorized Agency Award Official or Grants Management Officer may need to make the final determination.

C. Right of Access (2 CFR 200.337)

EPA will have access to all records which are pertinent to the assistance agreement (including fiscal, procurement, and engineering data and files), and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities. This term and condition supplements the requirements in the “Access to Records” General Term and Condition.

Procurement Document Submission

1. With the exception of projects that qualify for the procurement flexibility in the FY 2026 Consolidated Appropriations Act (P.L. 119-74) discussed below in term and condition D. Procurement, the recipient shall submit a copy of all proposed and/or executed contracts for services (including professional and construction), supplies, and equipment over the simplified acquisition threshold as defined in 2 CFR 200.1 to the EPA Project Officer for review. The submittal of the proposed and/or executed contracts must include procurement records.

(a) Recipient agrees to submit plans and specifications, requests for proposals, invitations for bids, scopes of work, and/or plans and specifications to the EPA Project Officer for review prior to advertising for bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. Recipient will also submit any addenda to these documents to the EPA Project Officer for review prior to the opening of bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun.

(b) Recipient agrees to submit to the EPA Project Officer, within ten calendar days after a bid opening, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, the bid package of the selected responsive and responsible bidder for review prior to the award of a contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. The bid package should include, as applicable and at minimum, a bid tabulation, a copy of the proof of advertising, the bid bond of the selected bidder, the Disadvantaged Business Enterprises proposed consideration by the bidder with a statement from the recipient that the efforts taken by the selected bidder meet the statutory/regulatory requirements, and the recommendation to award a contract to the selected bidder.

(c) Recipient agrees to submit to the EPA Project Officer for review any proposed and/or executed contract for services, such as architectural/engineering or grant management or construction, prior to signing each contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, as well as any change orders executed after the award of the contract. A description of the process used to procure those

services will also be submitted. To be accepted as allowable project costs, such procurements/contracts must comply with all statutory and regulatory requirements as applicable, including 40 U.S.C. 1101 et seq. *(the Brooks Act) or an equivalent State qualifications-based procurement requirement;* 2 CFR Part 200; 2 CFR Part 1500; and/or 40 CFR Part 33.

(2) Recipients that qualify for the procurement flexibility discussed below in term and condition D. Procurement, must provide to the EPA upon request solicitation documents (e.g., Request for Proposals or Request for Qualifications), contracts, and/or any other pertinent documents relating to the process used to enter the contract(s) and/or contract amendment(s).

(3) All recipients, to include those that qualify for the procurement flexibility in the FY 2026 Consolidated Appropriations Act (P.L. 119-74) discussed below in term and condition D. Procurement, must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS) Act, and Build America, Buy America (BABA) Act in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

D. Procurement

The FY 2026 Consolidated Appropriations Act (P.L. 119-74), which was signed into law on January 23, 2026, states:

Provided further, That the funds made available under this heading for Community Project Funding/Congressionally Directed Spending grants in this or prior appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance, if a Community Project Funding/Congressionally Directed Spending recipient has procured services or products through contracts entered into prior to the date of enactment of this legislation that complied with state and/or local laws governing competition.

(a) Recipients with projects identified in the FY 2026 or prior (i.e., FY 2022, FY 2023, and FY 2024) Appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance if the recipient has:

- procured services or products through contracts entered into prior to January 23, 2026; and
- complied with state and/or local laws governing competition (including state and local laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement).

In order to request coverage for the procurement flexibility, the recipient must provide a written statement to the EPA Project Officer affirming any contracts (and/or contract amendments) entered into prior to January 23, 2026, complied with state and/or local laws governing competition (including state and local laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts (and/or contract amendments) were entered. The contract (and/or contract amendment) will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance with this provision.

(a)(1) Contract Amendments after January 23, 2026, and FY 2026 Procurement Flexibility

Recipients with projects identified in the FY 2026 or prior (i.e., FY 2022, FY 2023, and FY 2026 Appropriations Acts) may not be subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance (with the exception noted below in paragraph (a)(2) for contract modifications over the Simplified Acquisition Threshold in effect at the time of award) for contract amendments that occur after January 23, 2026, if the recipient has:

(i) procured services or products (e.g., supplies and equipment) through contracts entered into prior to January 23, 2026;

(ii) entered into said contracts in compliance with state and/or local laws governing competition (including state and local laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement); and

(iii) complied with state and/or local laws relating to contract amendments as applicable.

In order to request coverage for the procurement flexibility for contract amendments after January 23, 2026,the recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to January 23, 2026, and contract amendments after that date, complied with state and/or local laws governing competition (including state and local laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts and contract amendments were entered into . The contract and contract amendment will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance with this provision.

(2) Consistent with 2 CFR 200.324, the recipient further agrees that for all contract modifications/amendments in excess of the Simplified Acquisition Threshold in effect at the time of award, the recipient will perform a cost or price analysis.

(b) All other recipients who do not qualify for the procurement flexibility discussed in section (a) must procure all services (professional, construction, etc.), supplies, and equipment awarded under this grant in accordance with all applicable federal requirements, including: 40 U.S.C. 1101 *et seq. (the Brooks Act) or an equivalent State qualifications-based procurement requirement, as applicable;* 2 CFR Part 200; 2 CFR Part 1500; and/or 40 CFR Part 33. This includes all services (professional, construction, etc.), supplies, and equipment for which costs are approved as preaward costs.

(c) Recipient must comply with the procurement processes for architectural and engineering (A/E) services as described in 40 U.S.C. 1101 et seq., or an equivalent State qualifications-based requirement.

Where equivalent State qualifications-based requirements are complied with, the source of the requirement (e.g., existing State legislation or regulation, etc.) must be stated, and a certification from the Governor of the State that the State's A/E procurement requirements are equivalent to 40 U.S.C. 1101 et seq. must accompany the grant application. In lieu of a certification from the Governor, the Attorney

General's certification submitted with each grant application may include this certification. The requirements of 40 U.S.C. 1101 et seq. include:

- Public announcement of the solicitation (e.g., public announcement of a Request for Qualifications);
- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., criteria identified in the solicitation);
- Evaluation criteria should be based on demonstrated competence and qualifications for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);
- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- Selection of at least three firms considered to be the most highly qualified to provide the services required; and
- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;
- In the event that the recipient is unable to negotiate a satisfactory contract with the firm, the recipient shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If the recipient is unable to negotiate a satisfactory contract with any of the selected firms, the agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

In the event that the State has no existing equivalent qualifications-based requirement for procurement, the federal requirements in 40 U.S.C. 1101 *et seq.* apply.

(d) All recipients, to include those that qualify for the procurement flexibility discussed in section (a), must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS) Act, and Build America, Buy America (BABA) Act in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

E. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient will contact the EPA Project Officer no

later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes, under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: (i) by including this requirement in subaward agreements; and (ii) during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Signage

The FY 2022 Consolidated Appropriations Act (Pub. Law 117-103), FY 2023 Consolidated Appropriations Act (Pub. Law 117- 328), FY 2024 Consolidated Appropriations Act (Pub. Law 118-42), and FY 2026 Consolidated Appropriations Act (Pub. Law 119-74) provide that those federal requirements that would apply to a Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) project grant recipient shall apply to a grant recipient receiving a Community Grants project. Consequently, these Appropriations Acts extend Signage requirements applicable to SRF projects to Community Grants. The recipient agrees to comply with the SRF Signage Guidelines in order to enhance public awareness of EPA assistance agreements nationwide.

Basic Requirements

Recipients should note that they have the option of selecting different implementation options depending on the location, project type, and available resources. The costs of compliance with the signage requirements are allowable under the grant, provided the costs are reasonable.

Summary of Options

The SRF Signage Guidelines present a number of options which communities can explore to implement EPA's signage policy. The option selected should meet all of the Basic Requirements above while remaining cost-effective and accessible to a broad audience. The following strategies are acceptable options for communities to follow:

Standard signage

- Posters or wall signage in a public building or location
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
- Online signage placed on community website or social media outlet

- Press release

Each of these options is described in more detail in the sections below.

Implementation Option: Standard Signage

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example, investing in a large road sign for a facility that is located in a rural area or where access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

Recipients selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name of the facility, project, and community
- Project cost (total grant award amount, i.e., federal share plus recipient contribution)
- The EPA and Recipient logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of External Affairs, the EPA logo is the identifier for assistance agreement projects. Recipients are responsible to comply with the sign specifications provided by the OPA, available at https://www.epa.gov/aboutepa/using-epa-seal-and-logo. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to the EPA Office of External Affairs and include the EPA Project Officer in the communication; contact information can be found at https://www.epa.gov/aboutepa/using-epa-seal-and-logo.

Implementation Option: Posters, Brochures, and/or Pamphlets

Smaller projects, projects located in rural areas, and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the recipient.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the Community Grants program. The recipient may also implement this option as a short pamphlet that is placed in one of the locations noted below for community members to read.

Posters, brochures, and/or pamphlets should be placed in a public location that is accessible to a wide

audience of community members. This can include, but is not limited to:

- Town or City Hall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, brochure, and/or pamphlet, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

Projects that will implement this requirement through use of posters, brochures, and/or pamphlets should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletters, Periodicals, and/or Press Releases

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases, it may be appropriate for the recipient to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and community resources can reach a wide audience as the statement goes through multiple news outlets.

If the recipient decides on a public and/or media event to publicize the accomplishment of significant events related to the project as a result of EPA support, the recipient must provide EPA with at least ten working days' notice of the event and the opportunity to attend and participate in the event.

Recipients that will implement this requirement through use of a newsletter, periodical, or press release should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Inserts and/or Pamphlets in Water/Sewer Bills

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the affected community. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the environmental and public health benefits to the community.

Recipients that will implement this requirement through use of inserts and/or pamphlets in water/sewer bills should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online and/or Social Media Publicity

Many communities are increasingly finding that the internet is the most cost-effective approach to publicizing their projects and reaching a broad audience of stakeholders. Online “signage” should follow the minimum information guidelines above and may appear on the town, community, and/or facility website if available. In some cases, communities may be active on social media sites such as Facebook or X, formally known as Twitter. These can be used as an opportunity for publicizing projects and information about how EPA funds are being used in the community.

These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community's website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source, there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization's website or through other social media outlets.

Projects that will implement this requirement through use of online and/or social media publicity should ensure the following are included:

- Name of facility, project, and community

• Project was wholly or partially funded with EPA funding

• Brief description of the project

• Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, recipients have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets, brochures, press releases, and/or online materials. Communities may consider using the following:

“Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the grant funding administered by the U.S. Environmental Protection Agency (EPA). EPA's Community Grant Program. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near (name of town, city, and/or water body or watershed to benefit from project.)

For projects in certain areas, recipients should consider whether it is appropriate to include additional details about the project. Specific benefits, such as reduction of CSO events, lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water body, may be of interest to community residents. In these cases, including additional detail would further serve to showcase positive efforts financed by EPA. Additionally, recipients may elect to detail improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the recipient when it is appropriate, given the project type, location, and the type of signage or publicity effort selected.

G. Public or Media Events

The recipient will notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to the project as a result of EPA support and provide the opportunity for attendance and participation by federal representatives with at least ten working days notice.

H. Federal Cross-cutting Requirements/Other Applicable Federal Laws

Recipient must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's Community Grants Program Final Implementation Guidance. For additional information on cross-cutting requirements, as well as applicability for recipients and subrecipients, visit https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements.

I. American Iron and Steel (AIS)

AIS requirements apply to this award agreement based on the directive Congressional language in the FY 2022, FY 2023, FY 2024, and FY 2026 Consolidated Appropriations Acts (i.e., “Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving

Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section"). AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement.

(a) *Definitions.* As used in this award term and condition—

(1) “iron and steel products” mean the following products made primarily of iron or steel, where “primarily” means 50% or greater iron/steel, measured by materials costs: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and ferrous construction materials.

(2) “steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition. “Produced in the United States means all manufacturing processes, beginning with initial melting, must occur in the United States.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

(i) applying the requirement would be inconsistent with the public interest;

(ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) *Request for a Waiver under (b)(2) of this section*

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph (b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

(i) A description of the foreign and domestic iron and/or steel, ;

(ii) Unit of measure;

(iii) Quantity;

(iv) Cost;

(v) Time of delivery or availability;

(vi) Location of the project;

(vii) Name and address of the proposed supplier; and

(viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.

(2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.

(3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with Section 608 of the Clean Water Act and Section 1452(a)(4) of the Safe Drinking Water Act.

(d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

J. Build America, Buy America Act (BABA)

This term and condition supplements the "Build America, Buy America" term and condition included in EPA's General Terms and Conditions**.**

(a) Definitions.

For legal definitions and sourcing requirements, the recipient must consult the EPA Build America, Buy America website, 2 CFR Part 184, and the Office of Management and Budget's (OMB) Memorandum M-24-02 Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure.

(b) Waiver Request.

(1) When necessary, recipients may apply for a waiver from these requirements.

(2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions under the Water Programs section athttps://www.epa.gov/baba/build-america-buy-america-baba-epa-programs.

(3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.

(4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.

(5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described at https://www.epa.gov/baba/build-america-buy-america-baba-approved-waivers.

(6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-24-02.

(7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—

i. The Federal Award Identification Number (FAIN);

ii Location and description of the project;

iii. Total cost of infrastructure expenditures, including federal and non-federal funds, as well as the source of any additional federal funds, if any;

iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country (ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;

v. Project schedule including earliest targeted installation dates of items requested to be waived;

vi. A detailed justification of the reason for use of foreign iron, steel, manufactured products, and/or construction materials;

vii. Recipient's Unique Entity Identifier (UEI);

vii. Anticipated impact if no waiver is issued; and

viii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

(8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(c) Waiver Evidence Submission.

(1) The recipient must maintain documentation of any use of materials which are considered de minimis and are covered by an existing waiver (e.g., miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final

expenditure report, in accordance with 2 CFR 200.334.

(2) If the recipient seeks coverage under an existing general applicability BABA waiver, the recipient agrees to submit available evidence to the EPA Project Officer to support such a determination as identified in the BABA waiver. The recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with 2 CFR 200.334.

K. Environmental Review

This project consists of activities listed in paragraphs 40 C.F.R. 6.204(a)(2)(i)-(x)). Specifically, the EPA has determined this project is eligible for the categorical exclusion at 40 C.F.R. 6.204(a)(2)(iii). No separate National Environmental Policy Act (NEPA) documentation needs to be developed for use of a NEPA categorical exclusion determination under 40 C.F.R. 6.204(a)(2), and the recipient may only draw down funds for activities listed in paragraphs 40 C.F.R. 6.204(a)(2)(i)-(x). Recipient shall not draw down EPA funds or make any expenditures to meet a cost share obligation, for any action not listed in section 6.204(a)(2), including construction-related activities such as destruction, excavation, modification of existing structures, ground-disturbing work including rehabilitation and replacement activities, modifying, removing or demolishing structures, or other improvements to real property If the scope of the project changes, the recipient understands that additional environmental review may be necessary.

L. Davis-Bacon Labor Standards

1. Program Applicability

a. Program Name: Community Grants Program

b. Statutes requiring compliance with Davis-Bacon:

- Consolidated Appropriations Act, 2022 (P.L. 117-103);
- Consolidated Appropriations Act, 2023 (P.L. 117-328);
- Consolidated Appropriations Act, 2024 (P.L. 118-42); and
- Consolidated Appropriations Act, 2026 (P.L. 119-74)

c. Activities subject to Davis-Bacon:

- **For Community Grants Projects that are inclusive of CWSRF-eligible activities**: Treatment works constructed in whole or in part with assistance made available by the FY 2022, FY 2023, FY 2024, and/or FY 2026 Consolidated Appropriations Acts discussed in section b.
- **For Community Grants Projects that are inclusive of DWSRF-eligible activities**: Any construction project carried out in whole or part with assistance made available by the FY 2022, FY 2023, FY 2024, and/or FY 2026 Consolidated Appropriations Acts discussed in section b.

d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant (or cooperative agreement).

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of $2,000 or more;
- Copeland “Anti-Kickback” Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of $100,000

3. Recipient Responsibilities When Entering Into and Managing Contracts

a. Solicitation and Contract Requirements:

i. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.

ii. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:

> **“By accepting this contract, the contractor acknowledges and agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants**

b. After Award of Contract:

i. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in 29 CFR 5.5(a)(1)(iii).

ii. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by 29 CFR 5.6.

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

a. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

“By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients.”

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for

oversight of subrecipients and must ensure subrecipients comply with the requirements in 29 CFR 5.6.

5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see 29 CFR 5.1), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

M. Operation and Maintenance

The recipient agrees that it will properly operate and maintain all facilities that are partially or wholly funded by this grant for the useful life of the facilities as described below.

Useful Life Timeframes

• Land - Permanent

• Wastewater/Water Conveyance Structures: collection systems, pipes, interceptors, force mains, tunnels, distribution lines, etc. - 40 years

• Other Structures: plant buildings, concrete tankage, basins, lift stations and pump station structures, inlet structures, etc. - 30 years

• Wastewater and Drinking Water Process Equipment - 15 years

• Auxiliary Equipment - 10 years

N. Lead Service Line Replacement

(a) Stand-alone Lead Service Line Replacement

(1) The recipient agrees to ensure that stand-alone Lead Service Line Replacement (LSLR) projects funded either in whole or in part under this grant must replace the entire lead service line, not just a portion, unless a portion has already been replaced or is concurrently being replaced with another funding source.

(2) The recipient agrees the time between starting and completing full LSLR for individual service lines should be as short as possible and should not exceed three months.

(b) Lead Service Line Replacement Performed in Conjunction with Planned Infrastructure Projects

(1) While full LSLR is the desired outcome of all assistance for LSLR under this grant agreement, the logistics involved with coordinating LSLR with planned infrastructure projects may dictate that partial replacement of a service line is necessary if disturbance to the service line is unavoidable and the water system cannot gain access to conduct a full lead service line replacement (e.g., a customer refuses to allow replacement of the customer-owned portion of the service line). In the event a water system cannot gain access to conduct full LSLR because of a customer refusal, the

recipient may conduct partial LSLR in conjunction with planned infrastructure work. The recipient must document customer refusals, which could consist of any of the following: a refusal signed by the customer, documentation of a verbal statement refusing replacement, or documentation of no response after multiple attempts to reach the customer regarding full LSLR. The recipient must submit the number of partial lead service line replacements funded under this grant award to the EPA Project Officer.

(c) Lead Service Line Replacement Performed in Conjunction with Emergency Infrastructure Repair or Replacement

(1) Under emergency circumstances, a recipient may pay for partial LSLR if full replacement is not possible due to customer refusal. The recipient must document customer refusals in a manner determined by the recipient. Best practices consist of any of the following: a refusal signed by the customer, documentation of a verbal statement refusing replacement, or documentation of no response after multiple attempts to reach the customer regarding full LSLR. The recipient must submit the number of partial lead service line replacements funded under this grant award to the EPA Project Officer.

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

The Honorable Michael McCaul
2300 Rayburn House Office Building
Washington, D.C, 20515

Dear Mr. McCaul,

The City of College Station is respectfully requesting $6,000,000 in Community Project Funding for the project described below:

College Heights Utility Rehabilitation
The City of College Station is requesting $6,000,000

This project will replace aging water and wastewater lines in one of the oldest parts of College Station. The pipes were originally constructed in the 1940s and when the population of College Station was just under 2,200 people. Since then, College Station has grown to a population of 130,000, and this section of the city has reached a population of 2,787 people, doubling between the years of 2010 and 2020.

Additionally, the College Heights neighborhood lies along the northeast corner of Texas A&M University, the largest university on the United States. The proximity to the campus has created high demand for dense redevelopment of existing residential and commercial sites. However, the aging infrastructure in this neighborhood has created frequent service disruptions to both sanitary sewer and water distribution lines.

Water distribution lines in this neighborhood suffer from age and deterioration. Most critically though, the current water lines provide inadequate fire protection due to the smaller capacity of the lines. Similarly, interruptions to sewer service have also been caused by pipe deterioration and shallow lines. Furthermore, the location of many of the sewer mains, at the back of individual lot lines, limits access for repairs and maintenance. This project will replace existing sewer lines and move any rear serving mains to front lot lines.

If funded, this project will be scheduled to tie-in to the City's Northeast Gateway Redevelopment Plan, which seeks to meet the demand for growth in the area through strategic improvements to infrastructure. The plan calls for wider water and wastewater lines to meet buildout demands.

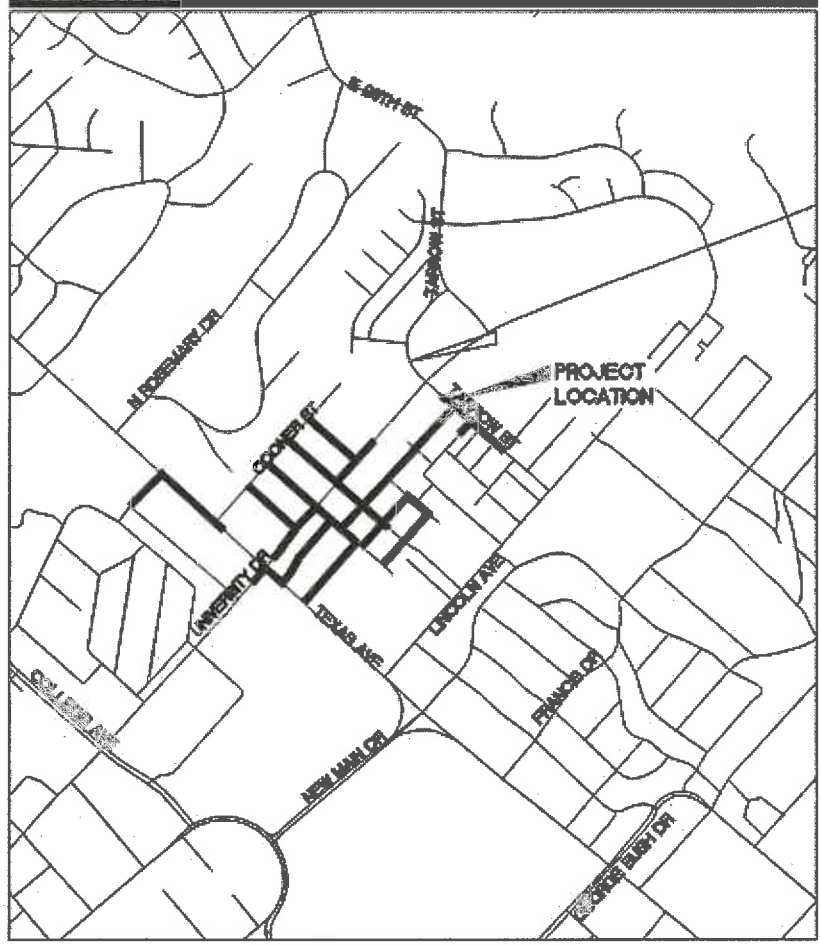
The City is requesting $6,000,000 million, which is half the total project cost. The remaining funds will be provided through the City's capital budget.

Sincerely,

John P. Nichols
Mayor
City of College Station

P.O. BOX 9960 • 1101 TEXAS AVENUE • COLLEGE STATION • TEXAS • 77842
cstx.gov

LOCATION MAP:



CITY OF COLLEGE STATION
VICINITY MAP
SCALE: 1" = 1000'

October 22, 2026
Item No. 7.13.
Dowling Road Pump Station VFD Replacement

Sponsor: Gary Mechler, Director of Water, Stephen Maldonado, Assistant Director of Water

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a contract with Zone Industries, Inc. in the amount of $145,000 plus a $14,500 contingency, for a total appropriation of $159,500 for the replacement of one variable frequency drive (VFD) for a high-service pump at the Dowling Road Pump Station. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Relationship to Strategic Goals:

1. Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The Dowling Road Pump Station, owned and operated by the City of College Station, treats and conveys the City’s potable water and is essential to reliable service and public health. A variable frequency drive (VFD) controlling a high-service pump has failed and is no longer supported due to age and a lack of replacement parts. Because these pumps operate as redundant units, the failure has reduced operational redundancy at the station and requires prompt replacement to maintain system reliability.

Contingent upon City Council approval, this item authorizes the immediate replacement of the variable frequency drive by Zone Industries through BuyBoard Cooperative Purchasing Program Contract 770-25. BuyBoard provides competitively solicited contracts for governmental agencies, awarded through a formal process that complies with state and local procurement statutes. Utilizing this cooperative contract allows the City to leverage volume-based pricing and discounts while reducing administrative costs and improving procurement efficiency.

Budget & Financial Summary: Water capital funds in the amount of $1,500,000 are budgeted with $1,323,600 available for this contract.

Attachments:
1. Contract 27300019

CONTRACT & AGREEMENT ROUTING FORM

CONTRACT#: 27300019 PROJECT #: WA2604 BID/RFP/RFQ#: _____

Project Name / Contract Description: DRPS HS #2 VFD Replacement

Name of Contractor: Zone Industries

CONTRACT TOTAL VALUE: $ 145,000 **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)

One bid solicited and received from Zone Industries. Repair services are available through the Buyboard Cooperative Purchasing Agreement (ITB # 770-25) effective 7/1/2025 - 6/30/2028. Funding sourced from project code WA2604-CONSTRUCT, account code WPWOC-6580.

*(If required)**

CRC Approval Date*: N/A **Council Approval Date*:** 10/22/2026 **Agenda Item No*:** _____

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

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

SIGNATURES RECOMMENDING APPROVAL

_____ _____
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT DATE

_____ _____
ASST CITY MGR – CFO DATE

_____ _____
LEGAL DEPARTMENT DATE

APPROVED & EXECUTED

_____ _____
CITY MANAGER DATE

N/A
_____ _____
MAYOR (if applicable) DATE

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

9.12.23 UPDATED

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 Zone Industries (the "Contractor") for the construction and/or installation of the following:
DRPS HS #2 VFD Replacement.

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 Contingency Amount. The term "Contingency Amount" shall mean and be understood as referring to the amount established and appropriated by the City, to be used exclusively by the City and in the City's sole discretion, to pay City-authorized costs associated with Change Orders and other related expenses for this Project. The Contractor agrees that the Contingency Amount, if any, is established by and is for the sole use of the City, that the Contingency Amount is not included in the Contract Amount, and that the Contractor has no right to use or receive any Contingency Amount unless authorized by the City in a written and duly authorized change order. The City's Contingency Amount is: Fourteen Thousand Five Hundred and NO **/100 Dollars ($** 14,500.00).

1.06 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: One Hundred Forty-Five Thousand and NO **/100 Dollars ($** 145,000.00).

1.07 Contract Documents. The term "Contract Documents" shall mean those documents listed in Section 2.01.

1.08 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.

1.09 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.

1.10 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.

1.11 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.

1.12 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").

1.13 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.

1.14 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.

1.15 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.

1.16 Parties. The "parties" are the City and the Contractor.

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 Section 2.05, however, shall not relieve the Contractor of any of the obligations set forth in Sections 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 Sections 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 Sections 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. 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 Contractor shall submit an updated Construction Schedule that reflects changes authorized by approved change orders. 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, including PDF/electronic versions and CAD files.

(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 Subsection.

(b) The City may exercise the rights furnished the City under or pursuant to this Subsection 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, an updated Project Schedule and 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 Section 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 Section 16.9(a) and (2) changes in the Contractor's costs under Section 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 Section.

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 Section 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 other than defects in design provided to Contractor by a person other than Contractor's agents, contractors, fabricators, or suppliers, or its consultants, of any tier for non-critical infrastructure.

(b) Failure to timely disclose in writing to the City of a known defect, inaccuracy, inadequacy, or insufficiency in the plans, specifications or other design documents.

(c) Claims made or reasonable evidence indicating probable filing of claims by unpaid vendors or other third parties.

(d) Failure of the Contractor to make prompt payments to subcontractors for labor or material or materialmen.

(e) Claims made or reasonable evidence indicating claims will be made for damage to another by the Contractor.

(f) Claims made or reasonable evidence indicating claims will be made for damage to third parties, including adjacent property owners.

(g) Claims made or reasonable evidence indicating claims will be made for unremedied damage to property owned by the City.

(h) City's determination of an amount of liquidated damages.

(i) Charges made for repairs to the Contractor's defective work or repairs made by the City to correct damage to other property.

(j) Other amounts authorized under this Agreement or under any other agreement made between City and Contractor.

(k) 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 Section.

16.12 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.

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 this Agreement 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 this Agreement 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

18.01 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 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. The Contractor bid calendar days for the time within which it shall reach Substantial Completion of the Project.

18.04 The Work shall reach Final Completion and be ready for final payment within **thirty (30) calendar days** from the date of Substantial Completion.

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 this Agreement. 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 such 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 Section 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 Section 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 National Weather Service Forecast Office for Easterwood Airport in College Station, Texas (KCLL/CLL); 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 Section 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 and NO **/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 (other than defects from third parties as set out in Chapter 59 Texas Business and Commerce Code relating to non-critical infrastructure), 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 under warranty as set forth in this Section 25, 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 Section 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 Sections 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, including any increases in value due to duly authorized change orders to the Work and Project. 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 Sections (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 and, if required by Contractor's surety to cover increases in the dollar amounts or amount of Work that is increased by a duly authorized change order, Contractor shall secure performance and payment bond riders to increase the dollar amounts and coverages of the performance and payment bonds.

(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, and any subsequently issued bond riders, 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 Section 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 this Agreement, 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 this Agreement). **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 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 Section 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 Section 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;

(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 Section 38 was wrongful and/or otherwise improper, such termination will be deemed converted to a termination for convenience pursuant to Section 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 Section 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.

46.17 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.

List of Exhibits

- **A.** Wage Rates
- **B.** Performance & Payment Bonds
- **C.** Certificates of Insurance
- **D.** Plans & Specifications
- **E.** Construction Schedule
- **F.** Schedule of Values

ZONE INDUSTRIES

By:_____

Printed Name:_____

Title:_____

Date:_____

CITY OF COLLEGE STATION

By:_____
City Manager
Date: _____

APPROVED:

_____
City Attorney
Date: _____

_____
Assistant City Manager/CFO
Date: _____

EXHIBIT A
DAVIS BACON WAGE RATES

"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 Willi

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.
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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.

==========

END OF GENERAL DECISION

"

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.

EXHIBIT B
PERFORMANCE AND PAYMENT BONDS

Premium Included in Performance Bond

TEXAS STATUTORY PAYMENT BOND

Bond No. 0278650

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, Zone Industries, LLC, as Principal, hereinafter called "Principal" and the other subscriber hereto Berkley Insurance Company, a corporation organized and existing under the laws of the State of Delaware, 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 One Hundred Forty-Five Thousand and NO /100 Dollars ($ 145,000.00) 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 22day of October, 2026, for Dowling Road Pump Station HS #2 VFD Replacement,

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. 0278650

FOR THE CONTRACTOR:

ZONE INDUSTRIES

ATTEST & SEAL: (if a corporation) **(SEAL)**
WITNESS: (if not a corporation)

(Name of Contractor) Zone Industries, LLC

By: Sandy Robinson

Name: Sandy Robinson

Title: HR Manager

Date: October 22, 2026

By: Joshua Gibbons

Name: Joshua Gibbons

Title: CFO

Date: October 22, 2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: SEE ATTACHED POWER OF ATTORNEY FOR SURETY ATTESTATION

Name:

Title:

Date: October 22, 2026

Berkley Insurance Company
(Full Name of Surety)

475 STEAMBOAT ROAD

GREENWICH, CT 06830
(Address of Surety for Notice)

By: Susan M. Exline

Name: Susan M. Exline

Title: Attorney-In-Fact

Date: October 22, 2026

FOR THE CITY:

REVIEWED:

City Attorney

THE FOREGOING BOND IS ACCEPTED ON BEHALF OF THE CITY OF COLLEGE STATION, TEXAS:

City Manager

Contract No. 27300019
Construction Agreement Over $50,000
Form 04-20-2023

NOTE: Date of bonds must be on or after the date of execution by City.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara)

On SEP 24 2026 before me, Halle Bautista, Notary Public
(insert name and title of the officer)

personally appeared Susan M. Exline,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

HALLE BAUTISTA
Notary Public - California
San Mateo County
Commission # 2530005
My Comm. Expires Sep 3, 2029

Signature Halle Bautista (Seal)

No. BI-10192h-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Bryan D. Martin; Erin Bautista; Jean L. Neu; Gordon Scott Gaddy; Halle Bautista; or Susan M. Exline of ABD Insurance & Financial Services, Inc. dba Newfront Insurance Services of San Mateo, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:
By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 22nd day of October, 2026.

_____
Vincent P. Forte

PERFORMANCE BOND Premium: $1,813.00

Bond No. 0278650

THE STATE OF TEXAS §
§ **KNOW ALL MEN BY THESE PRESENTS:**
THE COUNTY OF BRAZOS §

THAT WE, Zone Industries, LLC, as Principal, hereinafter called "Contractor" and the other subscriber hereto Berkley Insurance Company, 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 One Hundred Forty-Five Thousand and NO /100 Dollars ($145,000.00) for the payment of which sum, well and truly to be made to the City of College Station and its successors, the said Contractor and Surety do bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

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 Dowling Road Pump Station HS #2 VFD Replacement,

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. 0278650

FOR THE CONTRACTOR: ZONE INDUSTRIES

ATTEST & SEAL: (if a corporation) **(SEAL)**
WITNESS: (if not a corporation)

(Name of Contractor) Zone Industries, LLC

By: _____

Name: Sandy Robinson

Title: HR Manager

Date: October 22, 2026

By: _____

Name: Joshua Gibbons

Title: CFO

Date: October 22, 2026

FOR THE SURETY:
ATTEST/WITNESS **(SEAL)**

By: SEE ATTACHED POWER OF ATTORNEY FOR SURETY ATTESTATION

Name: _____

Title: _____

Date: October 22, 2026

Berkley Insurance Company
(Full Name of Surety)

475 STEAMBOAT ROAD

GREENWICH, CT 06830
(Address of Surety for Notice)

By: _____

Name: Susan M. Exline

Title: Attorney-In-Fact

Date: October 22, 2026

FOR THE CITY:

REVIEWED:

_____
City Attorney

THE FOREGOING BOND IS ACCEPTED ON BEHALF OF THE CITY OF COLLEGE STATION, TEXAS:

_____
City Manager

Contract No. 27300019
Construction Agreement Over $50,000
Form 04-20-2023

NOTE: Date of bonds must be on or after the date of execution by City.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Santa Clara)

On SEP 24 2026 before me, Halle Bautista, Notary Public
(insert name and title of the officer)

personally appeared Susan M. Exline,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

HALLE BAUTISTA
Notary Public - California
San Mateo County
Commission # 2530005
My Comm. Expires Sep 3, 2029

Signature Halle Bautista (Seal)

No. BI-10192h-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Bryan D. Martin; Erin Bautista; Jean L. Neu; Gordon Scott Gaddy; Halle Bautista; or Susan M. Exline of ABD Insurance & Financial Services, Inc. dba Newfront Insurance Services of San Mateo, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 2nd day of May, 2024.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:
By _____
Philip S. Welt
Executive Vice President & Secretary

Berkley Insurance Company
By _____
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 2nd day of May, 2024, by Philip S. Welt and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

_____
Notary Public, State of Connecticut

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES 04-30-2029

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Given under my hand and seal of the Company, this 22nd day of October, 2026.

_____
Vincent P. Forte

EXHIBIT C
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

3/1/2027

DATE (MM/DD/YYYY): 9/22/2026

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 Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 Three City Place Dr., Ste. 900 St. Louis MO 63141-7081 (314) 432-0500 midwestcertificates@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1528547 Zone Industries, LLC 3303 Cypresswood Dr. Spring, TX 77388	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Illinois Union Insurance Company — 27960 **INSURER B :** Federal Insurance Company — 20281 **INSURER C :** Chubb National Insurance Company — 10052 **INSURER D :** Certain Underwriters at Lloyd's, London **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 23866367 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y	Y	G47452636 003	3/1/2026	3/1/2027	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 $ 1,000,000 $ 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	Y	(26) 7362-65-82	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	[X] **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	G47452648 003	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $ XXXXXXX
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	(27) 7175-12-36	3/1/2026	3/1/2027	[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
D	Professional Liability	N	N	HPL25-0780	3/1/2026	3/1/2027	Each Claim: $2,000,000 Aggregate: $2,000,000 Retention: $100,000	

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

City of College Station is included as additional insured on a Primary and Non-contributory basis if required by written contract with respect to General Liability, Automobile Liability and Umbrella Liability per the terms and conditions of the policy. A waiver of subrogation applies in favor of the additional insureds if required by written contract with respect to General Liability, Automobile Liability, Umbrella Liability, and Workers' Compensation per the terms and conditions of the policy where permitted by state law.

CERTIFICATE HOLDER

23866367
City of College Station
PO Box 9960
College Station TX 77842 US

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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EXHIBIT D
PLANS AND SPECIFICATIONS

If the plans and specifications from the RFP/CSP are not physically inserted here, then they are fully incorporated into this contract by reference.

Equipment Scope & Services Included

Replace one Rubicon 500HP VFD with Yaskawa GA800
Field modify existing cabinets:
Remove AC line reactor and 18 pulse components
Remove Rubicon VFD
Remove door mounted devices and wiring, interface with new VFD
Add Yaskawa GA800 VFD
Add MTE harmonic filter
Add Yaskawa door mounted keypad
Cable and wire cabinet
Start up and testing
Labor and shipping included

$145,000.00

EXHIBIT E
CONSTRUCTION SCHEDULE

DELIVERY and Installation no more than 6 to 8 weeks after notice to proceed.
All work to be completed by January 31, 2027.

EXHIBIT F
SCHEDULE OF VALUES

See attached proposal

October 22, 2026
Item No. 8.1.
Update From Planning and Development Services

Sponsor: Anthony Armstrong, Director of Planning and Development

Reviewed By CBC: City Council

Agenda Caption: Presenting and discussion regarding an annual update from the Planning and Development Services department.

Relationship to Strategic Goals:

Recommendation(s):

Summary: Staff will present information to the City Council regarding the development process, permitting, planning efforts, Community Development Block Grant (CDBG) efforts and other updates from the Planning and Development Services department.

Budget & Financial Summary:

Attachments:
None

October 22, 2026
Item No. 9.1.
UDO Amendment - Data Center Definition and Use Table Change

Sponsor: Robin Macias, Land Development Review Administrator

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 6 "Use Regulations", Section 6.3.C "Use Table" 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 relating to the use table and the definition of a data center.

Relationship to Strategic Goals:

- Diverse Growing Economy

Recommendation(s): Staff is recommending approval to Section 6.3 and Section 11.2 of the Unified Development Ordinance. This item is scheduled for the October 15, 2026 Planning and Zoning Commission meeting.

Summary: Discussion surrounding data centers has become increasingly prevalent over the past year as communities consider how these uses should be addressed through local development regulations. In response, staff is bringing forward an amendment to the Unified Development Ordinance (UDO) to establish a definition of data center and add the use to the use table. The proposed amendment will provide clarity regarding the classification of data centers and establish the zoning districts in which the use may be permitted.

Staff is proposing that data centers be allowed as a conditional use within certain zoning districts. The Conditional Use Permit (CUP) process provides City Council discretionary approval authority and allows each request to be evaluated individually based on its location, design, configuration and potential impacts on surrounding properties.

As part of the CUP process, Council may impose additional conditions when appropriate to ensure compatibility with the surrounding area. Such conditions may address items including buffering, screening, lighting, noise and other considerations necessary to mitigate potential impacts and ensure the proposed use is appropriate for a particular location.

Budget & Financial Summary:

Attachments:
1. Sec. 6.3. Redlines
2. Sec. 11.2. Redlines
3. Ordinance

Sec. 6.3. Types of Use.

C. **Use Table.**

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

1. **Permitted Uses.**

A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. **Permitted Uses Subject to Specific Standards.**

A "P*" indicates a use that will be permitted, provided that the use meets the provisions in the Specific Use Standards Section below. Such uses are also subject to all other applicable regulations of this UDO.

3. **Conditional Uses.**

A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in the Specific Use Standards Section below. Conditional uses are subject to all other applicable regulations of this UDO.

USE TABLE																																
Specific Uses	**R**	**WE**	**E**	**WRS**	**RS**	**GS**	**T ****	**D ****	**MH**	**MF ****	**MU ****	**MHP ****	**P-MUD**	**O**	**SC ****	**WC**	**GC**	**CI**	**BP ****	**BPI**	**CU**	**NAP**	**R-1B**	**R-4 ****	**R-6 ****	**C-3 ****	**M-1**	**M-2**	**R&D ****	**WPC ****	**NG-1 ****	**NG-2 ****	**NG-3 ****
KEY: P= Permitted by Right, **P***= Permitted Subject to Specific Use Standards **C**= Conditional Use, ******= District with Supplemental Standards (refer to Article 5) ******* Commercial, Office, and Retail Uses in MH Middle Housing are allowed in Live-Work Units Only																																
Retail Sales, Manufactured Homes																				P								P*					
Storage, Self Service															P*	P*	P	P		P						P*		P					
Vehicular Sales, Rental, Repair, and Service																	P*	P*		P								P*					
Wholesales/Services																	P*	P*	P	P							P	P					
Storage Tank/Cold Storage Plant																		P		P								P					

USE TABLE																																
Specific Uses	**R**	**WE**	**E**	**WRS**	**RS**	**GS**	**T ****	**D ****	**MH**	**MF ****	**MU ****	**MHP ****	**P-MUD**	**O**	**SC ****	**WC**	**GC**	**CI**	**BP ****	**BPI**	**CU**	**NAP**	**R-1B**	**R-4 ****	**R-6 ****	**C-3 ****	**M-1**	**M-2**	**R&D ****	**WPC ****	**NG-1 ****	**NG-2 ****	**NG-3 ****
Data Center																			C	C							C	C					
Micro-Industrial																	P *	P *		P											P *	P *	
Industrial, Light																		P	P	P							P	P	P				
Industrial, Heavy																				P								P					

Notes:

(a) Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

(b) Hotels are only allowed when accessory to a country club development and are limited to a maximum of fifteen (15) rooms.

(c) Permitted in live-work units only.

(Ord. No. 2023-4453, Pt. 1(Exh. A), 8-10-2023; Ord. No. 2023-4468, Pt. 1(Exh. D), 9-14-2023; Ord. No. 2023-4478, Pt. 1(Exh. A), 10-26-2023; Ord. No. 2024-4557, Pt. 1(Exh. D), 10-24-2024; Ord. No. 2025-4620, Pt. 1(Exh. E), 9-11-2025)

Sec. 11.2. Defined Terms.

Cupola: A small dome and the shaft that supports it on top of a building.

Data Center: A structure, or any portion of a structure or accessory structure larger than 5,000 square feet, primarily used for computer and/or network equipment, systems, servers, appliances, and/or other associated components related to computing and digital operations, for the purpose of collection, storage, management, processing, and/or transmission of digital data.

Day Care - Commercial: Any facility or premises where a total of seven (7) or more children under sixteen (16) years of age, and/or elderly adults, regularly attend for purposes of custody, care, or instruction. Said children or elderly adults are not members of the family of any person operating the facility or premises.

ORDINANCE NO. _____

AN ORDINANCE AMENDING APPENDIX A, "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 6, "USE REGULATIONS," SECTION 6.3.C, "USE TABLE," 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 RELATING TO THE USE TABLE AND DEFINITION OF A DATA CENTER; 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 6, "Use Regulations," Section 6.3.C, "Use Table," and Article 11, "Definitions," Section 11.2 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 6, "Use Regulations," Section 6.3.C, "Use Table," of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

Sec. 6.3. Types of Use.

C. **Use Table.**

Except where otherwise specifically provided herein, regulations governing the use of land and structures with the various zoning districts and classifications of planned developments are hereby established as shown in the following Use Table.

1. **Permitted Uses.**

A "P" indicates that a use is allowed by right in the respective district. Such uses are subject to all other applicable regulations of this UDO.

2. **Permitted Uses Subject to Specific Standards.**

A "P*" indicates a use that will be permitted, provided that the use meets the provisions in the Specific Use Standards Section below. Such uses are also subject to all other applicable regulations of this UDO.

3. **Conditional Uses.**

A "C" indicates a use that is allowed only where a conditional use permit is approved by the City Council. The Council may require that the use meet the additional standards enumerated in the Specific Use Standards Section below. Conditional uses are subject to all other applicable regulations of this UDO.

USE TABLE																																	
Specific Uses	**R**	**WE**	**E**	**WRS**	**RS**	**GS**	**T****	**D****	**MH**	**MF****	**MU****	**MHP**	**P-**	**O**	**SC****	**WC**	**GC**	**CI**	**BP****	**BPI**	**CU**	**NAP**	**R-1B**	**R-4****	**R-6****	**C-3****	**M-1**	**M-2**	**R&D**	**WPC**	**NG-1**	**NG-2**	**NG-3**
KEY: P= Permitted by Right, **P***= Permitted Subject to Specific Use Standards **C**= Conditional Use, ******= District with Supplemental Standards (refer to Article 5) ******* Commercial, Office, and Retail Uses in MH Middle Housing are allowed in Live-Work Units Only																																	
Assisted Living/Residential Care Facility														P	P		P																
Boarding and Rooming House										P			P											P	P								P
Courtyard House									P*																								
Dormitory										P	P		P											P	P						P	P	P
Duplex								P	P				P											P	P								
Extended Care Facility/Convalescent/Nursing Home										P			P		P		P	P						P	P					P			
Fraternity/Sorority										P														P	P						P	P	P
Manufactured Home	P*		P*									P*																					
Mixed-Use Structure										P	P		P																	P	P	P	P

Multi-Family										P	P		P											P	P				C (a)	P	P	P
Multi-Family built prior to January 2002										P	P													P	P				P	P	P	P
Multiplex, Medium									P	P																					
Multiplex, Small									P	P																					
Shared Housing									P	P	P		P											P	P				P	P	P	P
Single-Family Detached	P	P	P	P	P	P	P	P	P				P										P									
Single-Unit Dwelling										P																						
Split-Lot Duplex								P	P																							
Townhouse							P		P	P			P											P	P							P
Two-Unit Dwelling										P																						
Live-Work Unit									P *					P *	P *																	
Educational Facility, College and University																					P											
Educational Facility,									P	P	P		P	P	P	P	P	P								P			P	P	P	P

Indoor Instruction																																	
Educational Facility, Outdoor Instruction	P	C	C										P			P	P	P														
Educational Facility, Primary and Secondary	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P	P	P	P
Educational Facility, Tutoring									P	P	P		P	P	P	P	P	P												P	P	P	P
Educational Facility, Vocational/Trade													P	P			P	P	P	P								P	P				
Governmental Facilities	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P*	P*	P	P	P	P	P		P*	P*	P*	P	P	P	P	P	P	P	P*
Health Care, Hospitals																	P	P															
Health Care, Medical Clinics										P	P			P	P	P	P	P	P								P					P	
Parks	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Places of Worship	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P	P	P	P*	P	P	P	P	P		P*	P*	P*	P	P	P	P	P	P	P	P
Agricultural Use, Barn or	P	P	P																														

Stable for Private Stock																															
Agricultural Use, Farm or Pasturage	P	P	P																												
Agricultural Use, Farm Product Processing	P																														
Animal Care Facility, Indoor										P	P		P	P	P	P	P	P								P			P	P	P	
Animal Care Facility, Outdoor	P *																P														
Art Studio/Gallery									P (c)	P	P		P	P	P	P	P									P			P	P	P	P
Car Wash																	P *														
Commercial Garden, Greenhouse, or Landscape Maintenance	P *																P *	P *	P *	P *								P *				
Commercial Amusement										P	P		P		C	C	P *	P *								C			P	P	P	
Conference/Convention Center										P	P		P				P	P											P	P	P	

Country Club	P	P	P	P	P	P							P				P	P					P								
Day Care, Commercial									P (c)	P	P	C	P	P	P	P	P							C	C	P					P	P	P
Drive-In/Thru															P*		P												C		P*	
Dry Cleaners and Laundry										P	P		P*	P*	P	P*	P	P								P*			P*	P*	P*	P*
Fraternal Lodge													P				P	P								P				P	P	
Fuel Sales													P*				P*									P*		P				
Funeral Home																	P	P	P									P				
Golf Course or Driving Range	P*												P*				P*	P*														
Health Club/Sports Facility, Indoor										P	P		P		P	P	P	P								P			P	P	P	P
Health Club/Sports Facility, Outdoor										P	P*		P				P	P											P	P*	P	
Hotel	C (									P	P		P		P		P												P	P	P	

	b)																														
Mobile Food Court										C	C		C				C												C	C	C	
Night Club, Bar, or Tavern										C	C		C				C												C	C	C	
Office									P (c)	P	P		P	P	P	P	P	P	P	P						P	P	P	P	P	P	P	P
Parking as a Primary Use											P		P	C			P	P											P		P*	
Personal Service Shop									P (c)	P	P		P	P	P	P	P									P			P	P	P	P
Printing/Copy Shop										P	P		P	P	P	P	P	P	P	P						P			P	P	P	
Radio/TV Station/ Studio										P	P		P	P			P	P	P	P						P	P	P			P*	
Recreational Vehicle Park	C																C															
Restaurant										P	P		P		P*	P*	P									P*			P	P	P	P*
Retail Sales - Single Tenant											P						P														P	

over 50,000 SF																															
Retail Sales and Service									P (c)	P	P		P		P*	P*	P*	P*								P				P	P	P	P
Retail Sales and Service - Alcohol											C		P				P*	P*								P				C	P	P	
Sexually Oriented Business	P*	P*	P*	P*	P*	P*	P*	P*		P*	P*	P*	P*	P*			P*	P*	P*	P*	P*		P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
Shooting Range, Indoor													P				P	P		P										P			
Theater										P	P		P				P													P	P	P	P
Retail Sales, Manufactured Homes																				P								P*					
Storage, Self Service															P*	P*	P	P		P						P*		P					
Vehicular Sales, Rental, Repair, and Service																	P*	P*		P								P*					
Wholesales/Services																	P*	P*	P	P							P	P					

Storage Tank/Cold Storage Plant																		P		P							P				
Data Center																			C	C						C	C				
Micro-Industrial																	P*	P*		P										P*	P*
Industrial, Light																		P	P	P						P	P				
Industrial, Heavy																				P							P				
Recycling Facility - Large																		P*		P							P				
Salvage Yard																				P*							P*				
Scientific Testing/Research Laboratory																		P	P	P						P		P			
Storage, Outdoor - Equipment or Materials																		P	P*	P						P	P				
Truck Stop/Freight or Trucking Terminal																				P							P				
Utility	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*
Warehousing /Distribution																		P	C	P						P	P				

Waste Services																			P							P				
Wireless Telecommunication Facilities - Intermediate	P *												P *	P *			P *	P *	P *	P		P *				P *	P *	P *	P *	P *	P *	P *
Wireless Telecommunication Facilities - Major	C										P *			C			C	C	C	P		C				C	C	P *	C			
Wireless Telecommunication Facilities - Unregulated	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		P	P	P	P	P	P	P	P		P	P	P

Notes:

(a) Multi-family residential uses located in stories or floors above retail commercial uses are permitted by right.

(b) Hotels are only allowed when accessory to a country club development and are limited to a maximum of fifteen (15) rooms.

(c) Permitted in live-work units only.

Exhibit B

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 read as follows:

Data Center: A structure, or any portion of a structure or accessory structure larger than 5,000 square feet, primarily used for computer and/or network equipment, systems, servers, appliances, and/or other associated components related to computing and digital operations, for the purpose of collection, storage, management, processing, and/or transmission of digital data.

October 22, 2026
Item No. 9.2.
2027-2032 Parks and Recreation Master Plan

Sponsor: Kelsey Heiden

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on an ordinance amending the College Station Comprehensive Plan by repealing the Parks and Recreation Master Plan dated July 2011 in Ordinance No. 3358 and adopting the 2027-2032 Parks and Recreation Master Plan.

Relationship to Strategic Goals:
- Good Governance
- Core Services and Infrastructure
- Neighborhood Integrity
- Sustainable City

Recommendation(s): The Parks and Recreation Advisory Board will consider the Parks and Recreation Master Plan at its October 13, 2026 meeting, followed by consideration by the Planning and Zoning Commission at its October 15, 2026 meeting. Their recommendations will be provided at the dials. Staff recommends approval.

Summary: This item is to consider proposed amendments to the City of College Station Comprehensive Plan. Proposed amendments include the adoption of the Parks and Recreation Master Plan update.

The Parks and Recreation Master Plan update effort began in the spring of 2025 with the project kick-off meetings with staff and the Parks and Recreation Advisory Board. This plan reflects months of community engagement, thoughtful input from our staff and Parks and Recreation Advisory Board, and careful consideration of the trends shaping our growing city.

Parks and Recreation staff gathered community feedback throughout summer and fall 2025. Engagement efforts were carried out at department-hosted community events, scheduled pop-up in the park events, and unscheduled pop-up outreach at neighborhood parks. A variety of meeting formats allowed staff to meet people where they are and have informal face-to-face conversations.

Overall, the department hosted 39 engagement opportunities, generating over 850 unique public engagement touchpoints. Most importantly, these efforts fostered a greater sense of accessibility, drawing a diverse cross-section of residents into the engagement process.

Residents expressed a strong appreciation for the parks and programs our community enjoys today, along with a shared desire to build upon those strengths. We also heard a growing desire to connect with nature. Environmental education and the preservation of natural spaces emerged as key themes, highlighting not just the recreational value of our parks, but their role in fostering a healthier, more resilient community and providing meaningful connections to nature.

The updated Plan reflects the voices of the people who live, work, and play in College Station.

- Chapter 2 evaluates existing conditions, including demographics, recreation trends and key user group profiles.
- Chapter 3 combines public input with technical analysis, including relevant findings form the city's comprehensive plan update process, the Recreation Center Feasibility Study needs assessment survey, stakeholder engagement with city staff and the city's Parks and Recreation Advisory Board, and broader community engagement with the public.
- Chapter 4 outlines the Recreational Program Analysis that was completed by the consultant.
- Chapter 5 summarizes both the park inventory and the Level of Service (LOS) analysis.
- Chapter 5 establishes the foundation for long-term success through policies, programs, and partnerships that support education, safety, and system coordination.
- Chapter 6 provides the implementation framework, including goals, objectives, strategies and action steps.

The Parks and Recreation Master Plan draft document was reviewed by the Parks and Recreation Advisory Board at their May, June and September meetings with the final document review and consideration at their October 13th meeting prior the October 15th Planning and Zoning meeting.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance and Parks and Recreation Master Plan 2026

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF COLLEGE STATION, TEXAS, AMENDING THE OFFICIAL CITY OF COLLEGE STATION COMPREHENSIVE PLAN BY REPEALING THE PARKS, RECREATION, AND OPEN SPACES MASTER PLAN DATED JULY 2011 ORDINANCE NO. 3358 AND ADOPTING THE 2027-2032 PARKS AND RECREATION MASTER PLAN; 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 repealing the Parks, Recreation, and Open Spaces Master Plan dated July 2011 Ordinance No. 3358; and renumbering Subsection "B"; and by adding new Subsections "B.8" and "C.11" of **Exhibit "A"** thereto as set out in **Exhibit "A"**, and adopting the 2027-2032 Parks and Recreation Master Plan as further described 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 removing Subsection "B.1" and renumbering Subsection "B"; and adding Subsection "B.8" and by adding Subsection "C.11" 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. Economic Development Master Plan dated February 2026;
2. The Water System Master Plan dated April 2017;
3. The Wastewater System Master Plan dated April 2017;
4. Northeast Gateway Redevelopment Plan dated September 2023;
5. Wellborn District Plan dated October 2023;
6. Housing Action Plan dated September 2024;
7. Active Transportation Master Plan dated May 2026; and
8. Parks and Recreation Master Plan dated October 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. Expiring the Parks, Recreation, and Open Spaces Master Plan dated July 2011 – this Ordinance dated October 22, 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 – Ordinance 4710, dated August 27, 2026.

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 – Ordinance 4712, dated August 27, 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 adopting and making part of it the "Parks and Recreation Master Plan" to read as follows:



2027-2032

PARKS AND RECREATION

MASTER PLAN

CITY OF COLLEGE STATION
PARKS & RECREATION

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A MESSAGE FROM THE DIRECTOR

On behalf of the College Station Parks and Recreation Department, I am excited to share the Parks and Recreation Master Plan Update. This strategic roadmap will guide our department's efforts and investments in the years ahead.

The plan reflects months of community engagement, thoughtful input from our staff and Parks and Recreation Advisory Board, and careful consideration of the trends shaping our growing city. Most importantly, it reflects the voices of the people who live, work, and play in College Station.

Through thoughtful conversations and opportunities to share ideas, residents expressed a strong appreciation for the parks and programs our community enjoys today, along with a shared desire to build upon those strengths. You told us that our parks are an important part of what makes College Station a great place to live, and that maintaining and reinvesting in the system we have today must remain a priority.

We also heard a growing desire to connect with nature. Environmental education and the preservation of natural spaces emerged as key themes, highlighting not just the recreational value of our parks, but their role in fostering a healthier, more resilient community and providing meaningful connections to the natural world.

College Station's parks system already exceeds national benchmarks in nearly every category, and this plan charts a course for maintaining that standard of excellence as our community grows. More than a list of priorities, this plan reflects a shared vision for parks and recreation that brings people together, connects us to nature, supports healthy lifestyles, and enhances the quality of life that makes College Station special.

I look forward to working alongside our staff, residents, and community partners to bring this vision to life.

Kelsey Heiden Martinez

Director, Parks and Recreation Department

City of College Station

ACKNOWLEDGEMENTS

Thank you to the following individuals and groups who contributed to the preparation of this Parks and Recreation Master Plan Update.

We appreciate the College Station City Council, Parks and Recreation Advisory Board, and City leadership for their vision, guidance, and unwavering commitment to enhancing the quality of life for everyone in College Station.



CITY COUNCIL:

John Nichols, *Mayor*
Mark Smith, *Place 1*
William Wright, *Place 2*
David White, *Place 3*
Melissa McIlhaney, *Place 4*
Bob Yancy, *Place 5*
Scott Shafer, *Place 6*

CITY MANAGER'S OFFICE:

Bryan Woods, *City Manager*
Jeff Capps, *Deputy City Manager*
Jeff Kersten, *Assistant City Manager*
Jennifer Prochazka, *Assistant City Manager*

PARKS AND RECREATION ADVISORY BOARD:

Thomas Marty, *Chair*
Andrew Arizpe
Amy Arredondo
Anthony Branch
Neo Jang
Cheletia Johnson
Ryan Pittsinger
Kimberly Topp

PARKS AND RECREATION DEPARTMENT LEADERSHIP:

Kelsey Heiden Martinez, *Director*
Gene Ballew, *Assistant Director*
Stephan Richardson, *Park Operations Manager*
Andrea Lauer, *Business Services Manager*
Kelli Nesbitt, *Marketing Coordinator*
Luis Perez, *Recreation Manager*

CONSULTANT TEAM:

Asakura Robinson



EXECUTIVE SUMMARY

A STRATEGIC ROADMAP TO PARKS AND RECREATION EXCELLENCE

With a highly dynamic parks system that ranges from the ecologically vibrant preserves at Lick Creek Park to the sprawling first-class sports facilities at Veterans Park and Athletic Complex, alongside a diverse portfolio of programming that far exceeds the norm in quantity and quality, the City of College Station provides an exemplary parks and recreation system for residents and visitors alike. City leadership and the Parks and Recreation Advisory Board have set a high bar for the Parks and Recreation Department (PARD), aiming to provide a system that serves as a regional benchmark for excellence in parks and recreation. Maintaining that standard of excellence requires intentional planning and focused investment. This plan provides the Parks and Recreation Department with a clear roadmap for the years ahead, directing efforts toward the areas that will most meaningfully shape the system's future:

- Expanding access to and engagement with nature amidst rapid growth and urbanization across the city;
- Improving access to park space throughout the city through strategic acquisitions, collaboration with developers, and improvements to undeveloped parkland;
- Building resilience infrastructure by leveraging natural systems across City parks, including the city's greenways that have recently moved to PARD management;
- Maintaining a high-quality active recreation system that supports sports tourism and the City's role in regional tournament play;
- Increasing recreation amenities and programming opportunities for all abilities and ages
- Improving coordination and collaboration between PARD and external partners.

Drawn from input from department staff, the Parks and Recreation Advisory Board, three months of community engagement, and community events during the summer of 2025, the plan is designed to translate community needs and desires into practical actions that will help elevate the College Station parks and recreation system to an even higher level of excellence. With strong leadership, engaged residents, and a robust system to support the needs of a growing city, the future of College Station parks and recreation looks brighter than ever.



KEEPING PACE WITH A GROWING AND DIVERSIFYING COMMUNITY

To understand how the department can respond to a growing and diversifying population and emerging or shifting recreation preferences, we reviewed demographic and recreational trends while developing the plan. The following key findings informed the goals and objectives that give the department a solid strategic foundation for serving current and future community needs and preferences.

DEMOGRAPHIC TREND HIGHLIGHTS

Trend	Implication(s)
Steady population growth, with the potential to add 20,000 or more residents by 2030.	• Need to grow park acreage, ensure adequate park access across the city, and balance natural area preservation with heavily programmed park types.
Non-white demographic categories had the largest population growth rates. 20% of College Station residents speak a language other than English at home as of 2023.	• Increasingly diverse communities drive a need for more inclusive engagement and community spaces that reflect cultural and community needs.
Older adults (50+) and senior populations (65+) have grown significantly since 2018.	• Growing need for accessible recreation amenities and senior programming that promotes physical activity and wellness.
Youth population (5-19) has also grown significantly since 2018.	• Youth recreational programming and play equipment for young children continue to be an important community priority.
Young professional and young family categories have declined since 2018.	• Parks and recreation play an important role in attracting and retaining young professionals and families. • Active league-based recreation and youth-oriented amenities need to be balanced with more flexible outdoor spaces that support social gathering and informal recreation.

RECREATIONAL TREND HIGHLIGHTS

Trend	Implication(s)
Older generations are increasingly participating in racquet sports.	• Increased demand for city racquet court facilities and programming like pickleball or tennis lessons.
Younger generations are increasingly participating in water sports.	• Higher demand for aquatic facilities and water-based programming like aquafit classes.
Outdoor recreation is popular across all age segments.	• Higher demand for outdoor amenities like trails, natural areas, and recreation programming like wilderness camps.
Inactive populations tend to be most interested in camping, fishing, and cardio fitness.	• Expansion of camping-related programming for both kids and adults. • Higher demand for fishing and cardio fitness-related programming.
Market potential is highest for basketball, football, and frisbee-related activities.	• Higher demand for city basketball, football, and frisbee facilities and programming.

THE COLLEGE STATION PARKS AND RECREATION SYSTEM IN CONTEXT

The College Station system includes 55 developed parks across 1,595 acres, two cemeteries that cover 76 acres, and eight undeveloped parks covering 299 acres for a total of 1,971 acres of parkland. The parks system is highly diverse and robust in terms of amenities and programming offered, as can be seen in comparing the system to National Recreation and Parks Association (NRPA) Levels of Service standards, which serve as the national benchmark for evaluating park systems relative to the size of the population they are intended to serve. College Station has 12.4 acres of parkland for every 1,000 residents, which is 2.4 acres more than the NRPA standard of 10/1,000 residents. The City also has more parks per resident, more miles of trails per resident, and more athletic facilities per resident than the national standard in every category, except pickleball and tennis courts. The table below shows the values of the College Station system vs. the NRPA median benchmark for athletic facilities.

LOS Metric	College Station Value 2025	2025 NRPA Median Values for Jurisdictions with pop. 100,000 – 249,000	Delta Value (College Station vs. Median Comparison Value)
Diamond Fields (residents per facility)	5,835	6,821	986
Basketball Courts (residents/facility)	4,141	9,742	5,601
Soccer Fields (residents/facility)	4,011	7,993	3,982
Volleyball Courts (residents/facility)	16,046	39,166	23,120
Tennis Courts (residents/facility)	9,169	8,587	582
Pickleball Courts (residents/facility)	32,092	6,782	25,311
Play Equipment/residents per facility)	1,411	5,000	3,589

GOALS FOR THE COMING YEARS

Goals found in the Goals and Implementation chapter will guide the department's efforts to maintain and improve the parks and recreation system in College Station over the next several years. Strategies that provide measurable targets for implementation are included in the Recommendations section for each objective, and action steps that provide specific guidance on pursuing each strategy are provided in the Strategic Action Plan.





CHAPTER 1

CURRENT CONDITIONS AND TRENDS

COMMUNITY PROFILE

INTRODUCTION

The community profile includes a comprehensive assessment of the City of College Station's demographics and recreation trends. Key demographic topics covered in the profile include age, education levels, and household composition, offering insights into the changing makeup of the city's population and its impact on the Parks and Recreation Department. The profile also highlights trends in fitness activities, sports, and other types of recreation, noting which are growing or declining in popularity to help anticipate changing wants and needs. The information will help the department better understand the diverse range of park system users and anticipate their needs and preferences throughout the planning process. The profile concludes with a focus on key user groups, which include children, youth, young professionals, parents or guardians, and older adults or retirees. These demographic segments can help guide the rest of the planning process, ensuring that the parks system is inclusive and responsive to the needs of all residents and visitors.

DEMOGRAPHIC TRENDS

Overview

Demographics are an essential piece of the park planning process. By analyzing demographic trends, we can better understand the city's current needs and anticipate future demands as demographics shift. Age distribution, education – particularly influenced by the presence of Texas A&M University – and household composition are key indicators that differentiate College Station from county and statewide trends. These topics, along with others, are explored in greater depth in the sections that follow.

The data presented in this section come from the City of College Station Planning and Development Services Department, which recently completed its existing conditions for the 2025 comprehensive plan update. Additional data is drawn from the U.S. Census Bureau, including the Decennial Census and American Community Survey estimates.



TABLE 1 – DEMOGRAPHIC OVERVIEW AND COMPARISON

Topic	College Station	Brazos County	Texas
Total Population	128,370	233,849	29,145,505
Sex			
Male	50.8%	50.2%	49.4%
Female	49.2%	49.8%	50.6%
Age			
Under 5	5.4%	5.9%	6.2%
Ages 5-19	24.3%	22.5%	21.7%
Ages 20-29	38%	28.3%	14%
Ages 30-64	25.8%	33.4%	44.5%
Ages 65+	6.5%	9.9%	13.5%
Race			
One Race - White	63.5%	60%	50.1%
One Race - Black or African American	8.1%	10.4%	12.2%
One Race - American Indian and Alaska Native	>1%	>1%	1%
One Race - Asian	10.2%	6.3%	5.4%
One Race - Native Hawaiian and Other Pacific Islander	>1%	>1%	>1%
One Race - Some other Race	7.4%	10.1%	13.6%
Two or More Races	10.2%	12.5%	17.6%
Ethnicity			
Hispanic or Latino (of any race)	19.4%	27%	39.3%
Not Hispanic or Latino	80.6%	73%	60.7%
Income			
Median Household Income (2023 inflation-adjusted dollars)	$51,776	$58,388	$76,292
Educational Attainment (for 25+ population)			
Less than High School	5%	11%	14%
High School Graduate or Equivalent (GED, etc.)	14%	21%	24%
Some College (no degree)	17%	18%	21%
Associate's degree or Higher	63%	49%	41%

Sources: 2020 Decennial Census Table DP1; American Community Survey 5-year estimates 2023 Table B15003 and B19013

Population

FIGURE 1 – POPULATION PROJECTIONS

Table 2: College Station Population 2009-2023, Source: Planning and Development Services

Year	Estimated Population	Annual Growth Rate	5-Year Gowth Rate
2009	93,450	2.81%	
2010	94,929	1.58%	
2011	96,767	1.94%	10.1%
2012	98,085	1.36%	
2013	100,096	2.05%	
2014	102,332	2.23%	
2015	106,581	4.15%	
2016	109,927	3.14%	18.9%
2017	116,893	6.34%	
2018	118,967	1.77%	
2019	121,489	2.12%	
2020	122,085	0.49%	
2021	124,511	1.99%	7.9%
2022	126,005	1.20%	
2023	128,370	1.88%	

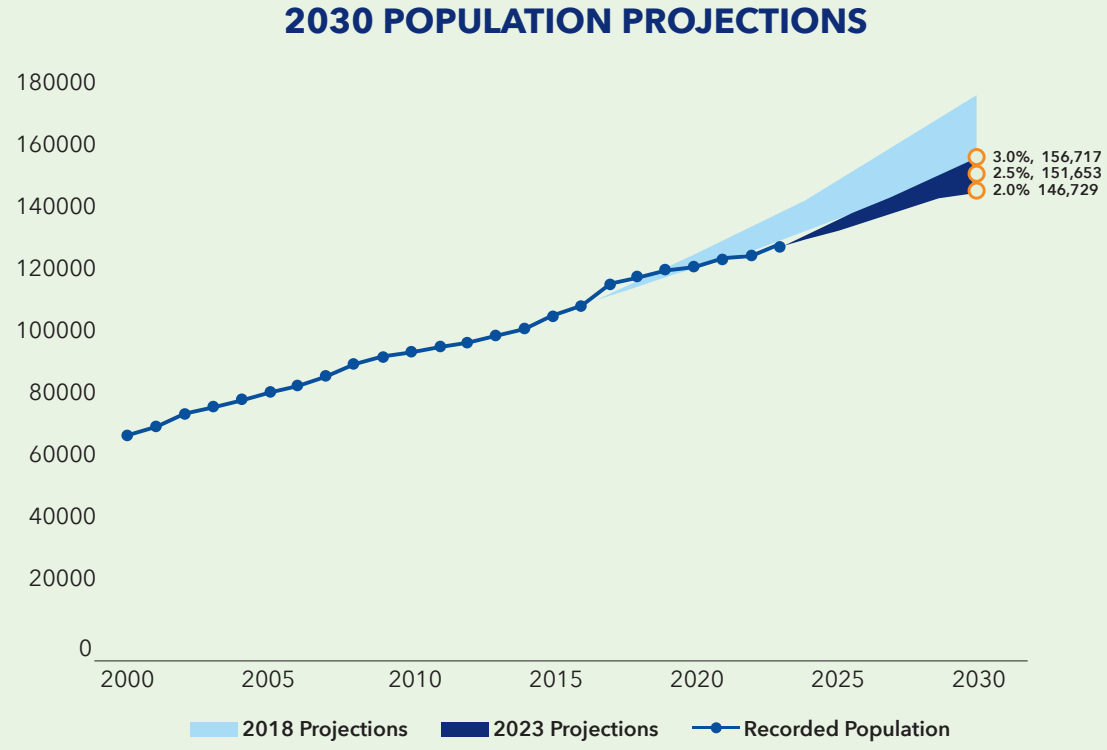


Figure 6: 2030 population Projections for College Station; Source: Planning and Development Services

Sources: College Station Planning and Development Services, 2025

College Station's population dramatically increased during the mid to late 2010s. While the growth rate has steadied in recent years, it remains high. As demand for urban development increases with population growth, pressure on available land resources can reduce the amount of land reserved for parks and open space. Population growth can also strain natural environments within the park system. Urban expansion and growth can increase pollution, stormwater runoff, and habitat loss in the park system.

Implications:

- To meet the needs of a larger community, park acreage should grow proportionally and be distributed equitably across the city.
- The Parks and Recreation Department should continue to be proactive about parkland acquisition, working with developers to improve the quality of parkland dedications and leveraging parkland as green infrastructure to mitigate environmental impacts.

Race and Ethnicity

FIGURE 2 – RACE, ETHNICITY, AND LANGUAGE SPOKEN AT HOME

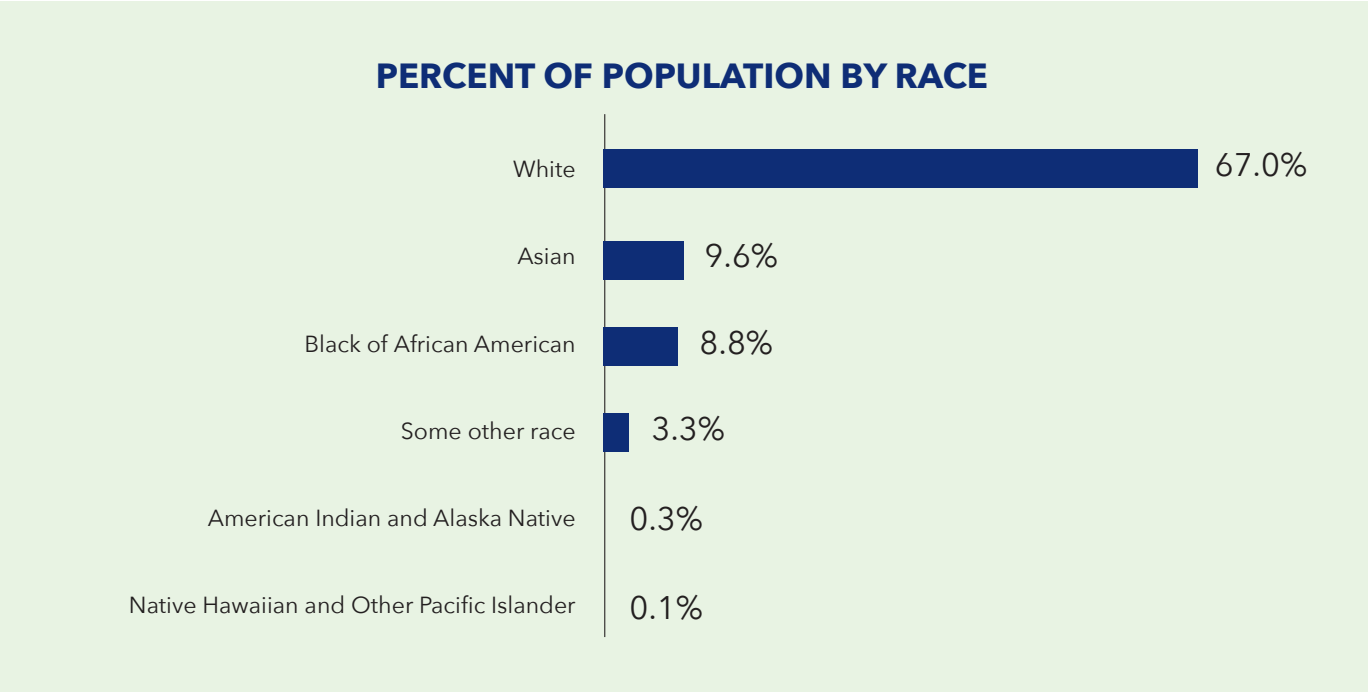


Figure 10: 2023 Race and Ethnicity; Source: U.S. Census Bureau, ACS 2023 5-Year Estimates

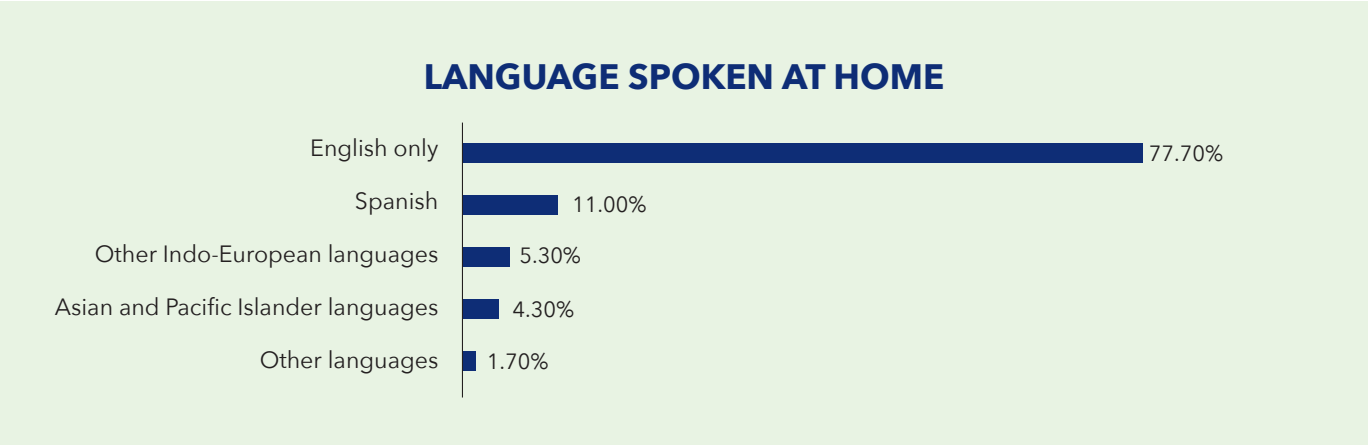


Figure 15: Language Spoken at Home; Source: U.S. Census Bureau, ACS 2023 1-Year Estimate

Race/Ethnicity	2010	2023	Numerical Change	Percent Change
White	72,502	81,504	9,002	12.42%
Black	6,383	10,015	3,632	56.90%
Asian	8,576	11,518	2,942	34.31%
Hispanic	13,165	24,288	11,123	84.49%
Some Other Race	4,361	5,884	1,523	34.92%

Table 3: College Station Race and Ethnicity 2010-2023; Source: U.S. Census Bureau.

Sources: College Station Planning and Development Services, 2025

College Station has historically been a majority-white city; however, demographic shifts over the last decade show that the City is becoming increasingly diverse in race and ethnicity. Language spoken at home is another related metric to track when assessing diverse needs. Over 20% of residents speak a language other than English at home, indicating a potential need for multilingual signage.

Implications:

- Increasing diversity may emphasize a need for more thoughtful and inclusive community engagement and communications from the Parks and Recreation Department.

Age

FIGURE 3 – AGE BREAKDOWN AND TRENDS

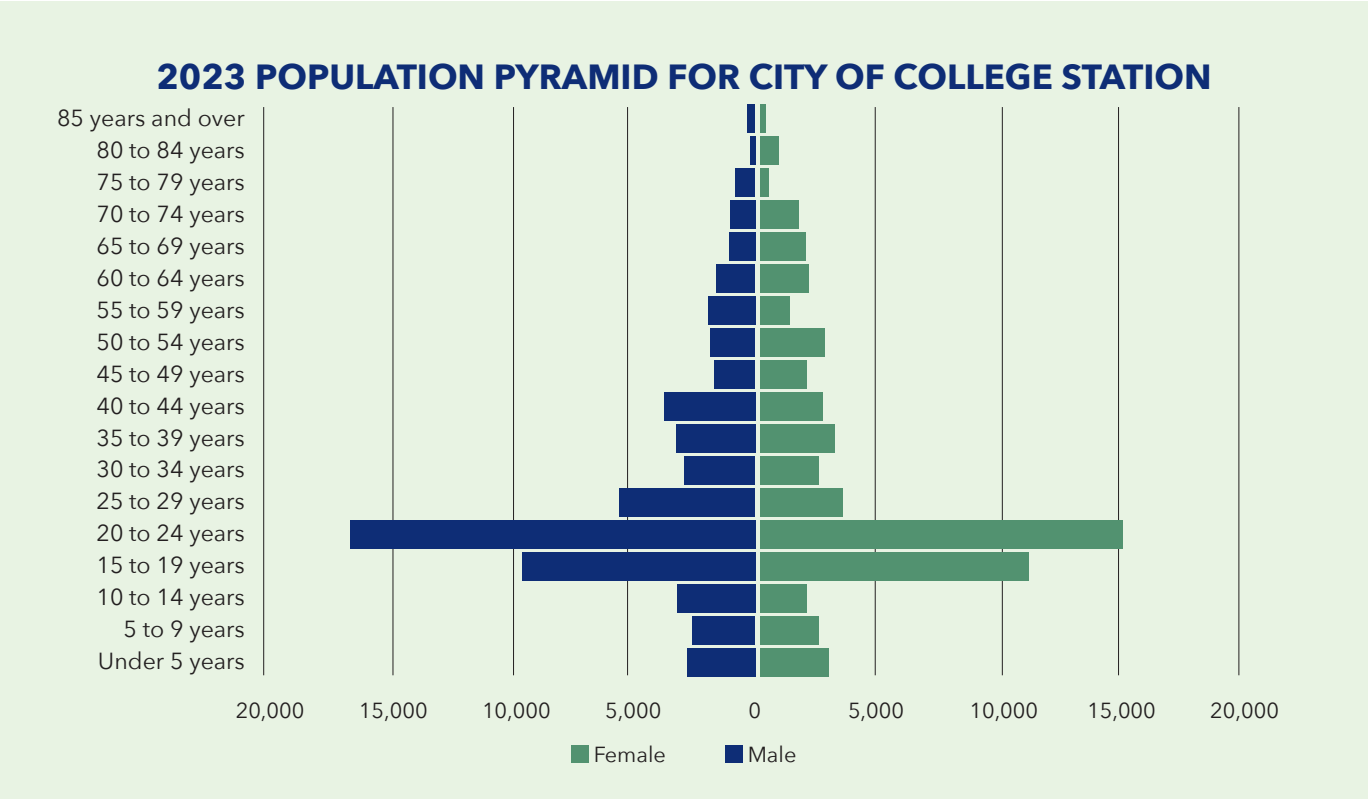


Figure 8: College Station Population Pyramid. Source: U.S. Census Bureau 2023 1-Year Estimate

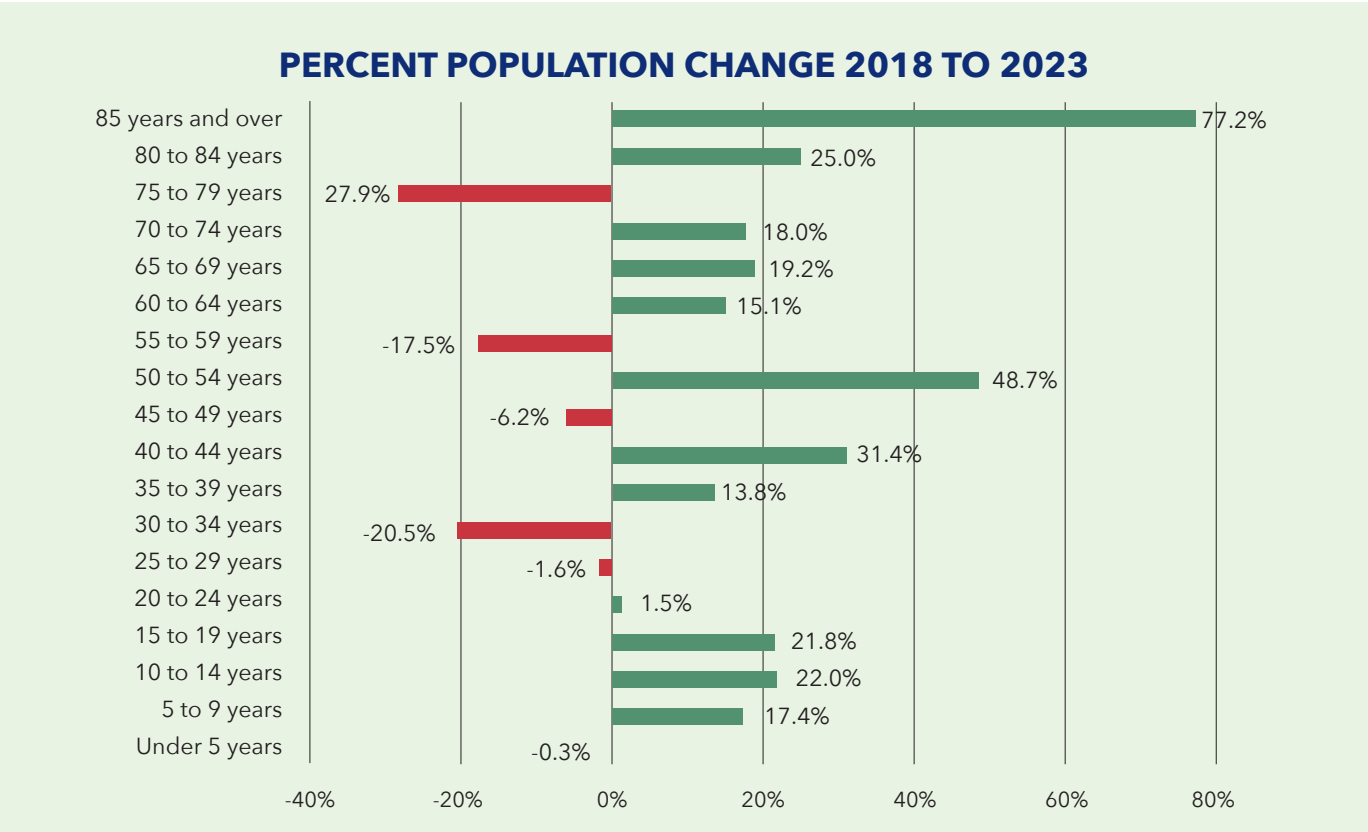


Figure 9: Percent Population Change by Age Category 2018-2023; Source: U.S. Census Bureau

Sources: College Station Planning and Development Services, 2025

Younger and older adult populations are of particular interest for College Station given both longstanding and emerging demographic trends. Adolescents and young adults make up a significant portion of the city, and planners should integrate their preferences into planning goals. Additionally, various stakeholders have raised concerns over the city's ability to retain young adults after graduation. The data reflects this dynamic, showing a population decline among 25- to 34-year-olds and suggesting a gap in lifestyle or career offerings that could influence decision-making. More recently, College Station's older adult population has increased. This trend is supported by both data and stakeholder insights, including reports of former A&M students returning to their alma mater for retirement. This demographic shift introduces new considerations for the park system, which has historically not been compelled to accommodate a large older adult population.

Implications:

- Young adults may be more inclined towards flexible outdoor spaces for social gatherings rather than highly programmed and traditional park spaces like playgrounds. Parks programming should also align with their interests, such as yoga or fitness classes, recreational sports leagues, or outdoor adventure.
- While many factors influence where young adults choose to live, access to quality parks, recreation opportunities and community amenities can play an important role in attracting and retaining residents.
- The Parks and Recreation Department should continue to incorporate amenities for older adults, including walking trails and shaded rest areas, or introduce new programming that promotes health, wellness, and social connection in older age.

Income

FIGURE 3 – MEDIAN INCOME

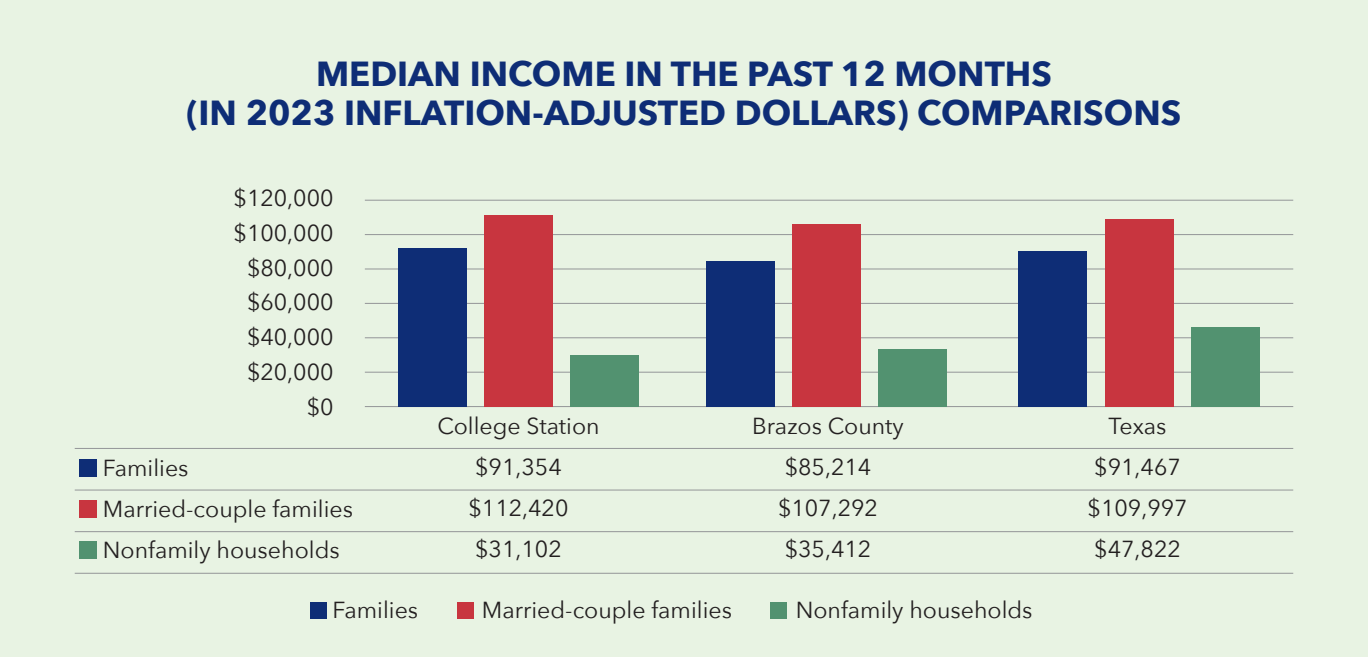


Figure 14: Median Income in the Past 12 Months Comparisons; Source: U.S. Census Bureau 2023 1-Year Estimate

Sources: College Station Planning and Development Services, 2025

Non-family households, composed in part of college students, young adults, or people working lower-paying service jobs, have significantly lower incomes compared to family households in College Station. Additionally, lower-income populations often encounter barriers to participating in public engagement processes, which can lead to their needs being underrepresented in the parks planning process.

Implications:

- The Parks and Recreation Department may need to seek external funding sources to support improvements to the local park system.
- The Department should evaluate program registration fees, particularly those targeting young adults, to minimize financial barriers to participation.
- To ensure inclusive engagement during the park planning process, the Department should target these groups using accessible and flexible outreach strategies.

Education

FIGURE 4 – EDUCATIONAL ATTAINMENT AND COLLEGE ENROLLMENT

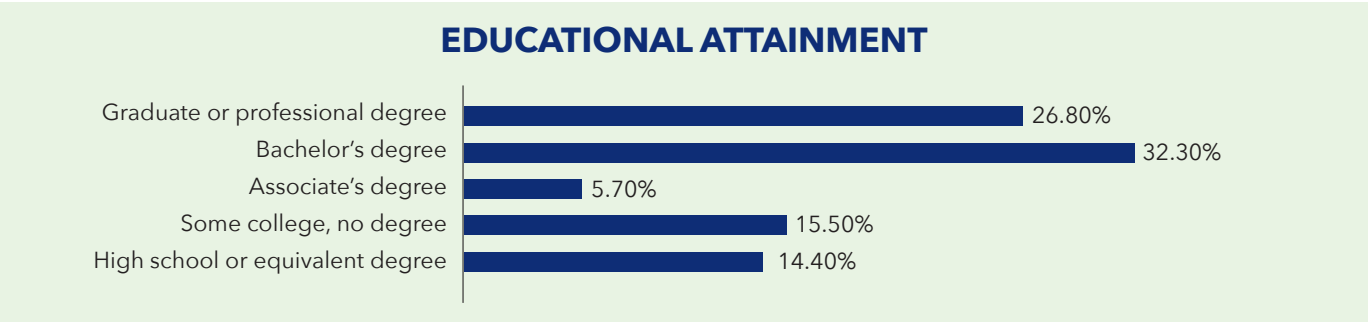


Figure 11: Educational Attainment; Source: U.S. Census Bureau ACS 2023 1-Year Estimate

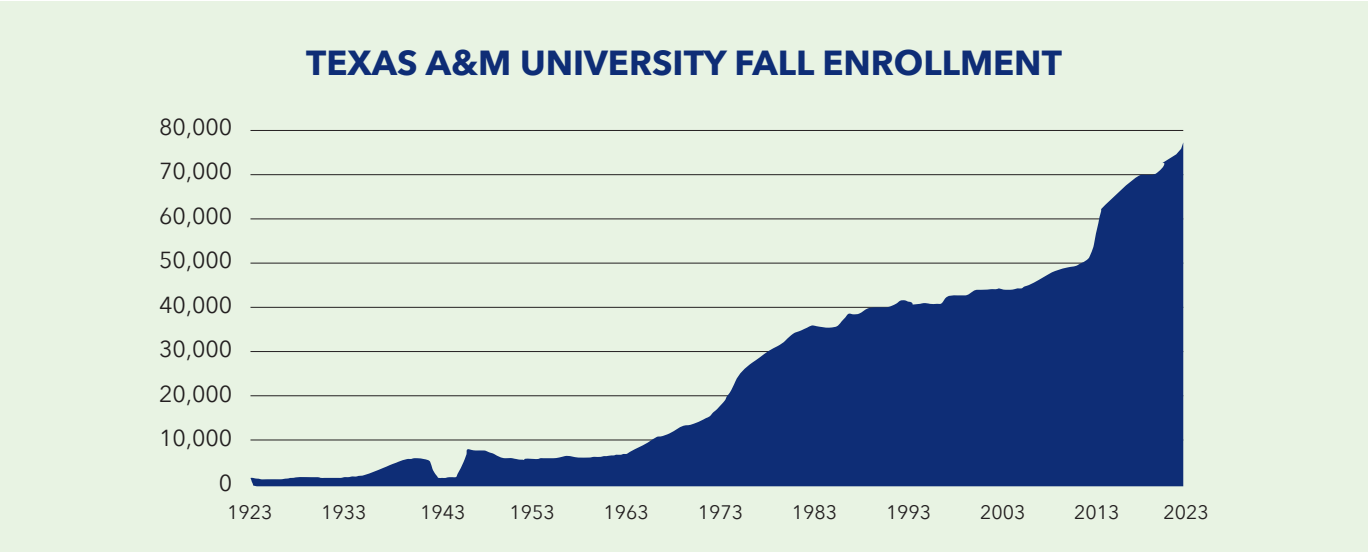


Figure 12: Texas A&M University Fall Enrollment; Source: Texas A&M University Office of Academic and Business Performance Analytics: Note: In 2013, Texas A&M added the School of Law campus enrollment to its enrollment counts. In 2014, the university added Galveston, Qatar, and other campuses to the enrollment count.

Sources: College Station Planning and Development Services, 2025

College Station has a highly educated population, exceeding the levels seen in both Brazos County and across Texas. A major contributor is Texas A&M University, which strongly influences the City and, in turn, its Parks and Recreation Department. A&M saw rapid enrollment growth during the 2010s, which increased demand for the city's infrastructure and services. Enrollment at A&M for the Fall 2024 semester was 78,987 people. Although enrollment has steadied more recently, the student population remains a major part of the community and should be considered in park planning efforts.

Implications:

- The Parks and Recreation Department should assess whether it is adequately serving the City's large college student population, including whether it is offering relevant programming and events, ensuring park facilities are welcoming and accessible to students, and if it is properly connecting institutional green spaces and trails with the broader park system.

Household Composition

FIGURE 5 – HOUSEHOLD TYPES AND COMPOSITION

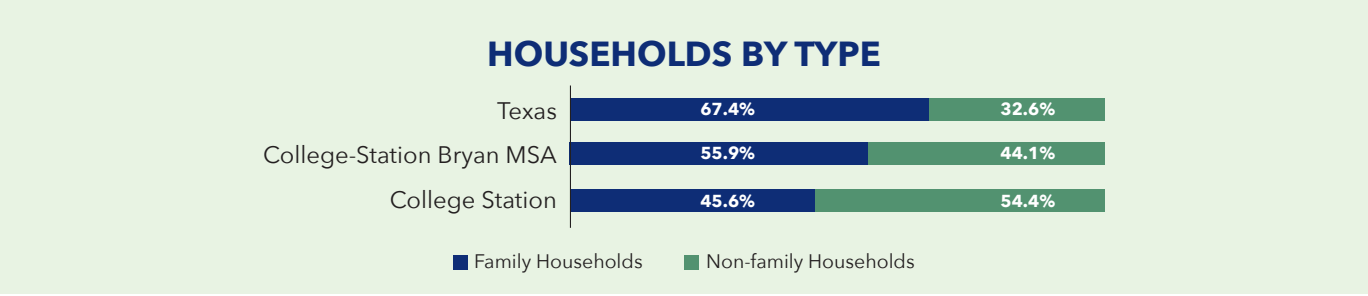


Figure 17: Households by Type; Source: U.S. Census Bureau

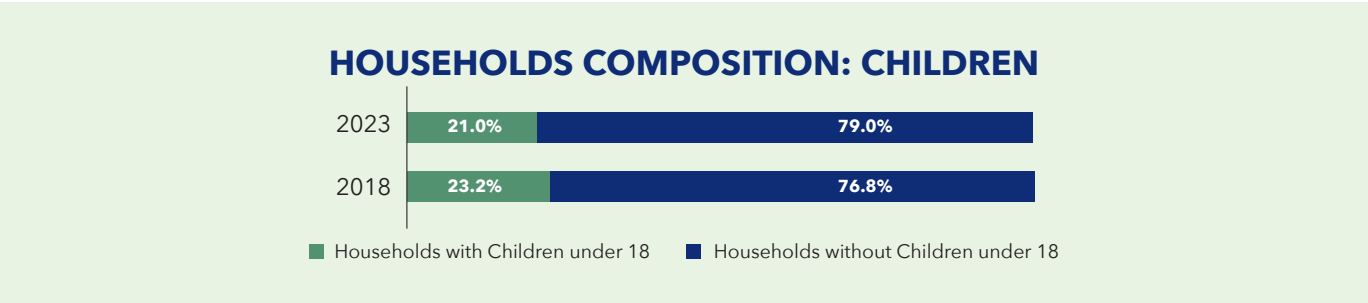


Figure 18

Sources: College Station Planning and Development Services, 2025

College Station has a notably lower percentage of family households compared to the broader metropolitan area and the state, reflecting the strong influence of Texas A&M University on the city's population and demographics. While the number of households with children has declined slightly from 2018 to 2023, they still represent a meaningful portion of the population.

Implications:

- Parks planning efforts must continue to provide a mix of spaces and programming, offering flexibility and amenities that suit the needs of both families, children, and students.

Disability

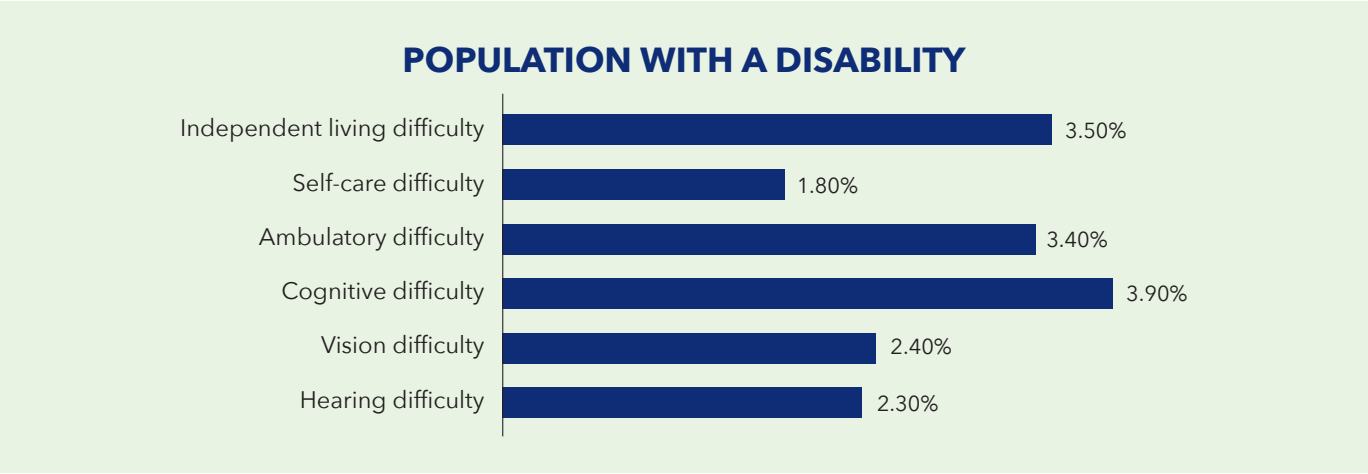


Figure 16: Population with a Disability by Type; Source: U.S. Census Bureau ACS 2023 1-Year Estimate

Sources: College Station Planning and Development Services, 2025

College Station has a relatively low share of people with disabilities, which is likely due to the city's smaller population of older adults. Regardless, promoting accessibility across the park system should remain a priority, especially if College Station wants to continue attracting more retirees and older adults in the coming years.

Implications:

- Making parks more accessible to people with disabilities can involve a range of strategies, including but not limited to upgrading trails, restrooms and playground equipment to ADA standards.

Vehicle Access

TABLE 2 – VEHICLE ACCESS

Topic	College Station	Brazos County	Texas
Vehicles Available by Occupied Housing Unit			
No vehicle	5.7%	5.6%	5.3%
1 vehicle	37.9%	35.5%	32.5%
2 vehicles	38.1%	38.2%	39.7%
3 vehicles	18.3%	20.6%	22.5%

Sources: 2023 ACS 5-year estimates - "Physical Housing Characteristics for Occupied Housing"

Vehicle access in College Station closely mirrors county and statewide trends, suggesting a predominantly car-dependent population. That is somewhat unexpected given the City's large student population, many of whom may not rely on cars due to campus amenities or financial constraints. The data may reflect inaccuracies in capturing student living situations through the Census, or it may simply reflect the region's broader car-centric infrastructure.

Implications:

- Regardless of current mode choice, it remains essential for the city to prioritize safe and equitable access to its park system through multiple modes of transportation.



RECREATION TRENDS

OVERVIEW

Assessing recreation trends is another important part of the park planning process. In addition to demographics, reviewing trends in indoor and outdoor recreation, sport, and fitness activities will help the City better anticipate residents' future desires.

This section examines datasets at multiple scales, including national, state and citywide trends. The national data is pulled primarily from the Sport and Fitness Industry Association's Topline Participation Report for 2025. The report derives its trends from a nationwide participation survey conducted in calendar year 2024 and ongoing participation reporting from its partners. Data from the United States Department of Commerce Bureau of Economic Analysis supplement information on outdoor recreation trends and their economic impact. Statewide data comes from the National Survey of Children's Health, developed using online and mailed-in surveys and conducted by the U.S. Census Bureau, and the National Federation of High School Associations, which collects high school sport participation data from across the country. Lastly, this section analyzes sports and leisure market potential data pulled by Esri Business Analyst. The data is based on national propensities to use various products and services and applied to College Station's local demographic composition.

Some high-level trends for College Station to watch include the continued popularity of racquet sports among older age groups and the growing popularity of water sports and outdoor recreation among younger generations. More details on these trends, and others, can be found in the sections below.

TABLE 3 – TRENDS OVERVIEW

Trend	Implications
Older generations are increasingly participating in racquet sports.	• Increased demand for and/or wear and tear on city racquet court facilities. • Higher demand for racquet sport-related programming like pickleball or tennis lessons.
Younger generations are increasingly participating in water sports.	• Increased demand for and/or wear and tear on city pool and aquatic facilities. • Higher demand for water-based programming like aquafit classes.
Outdoor recreation is popular across all age segments.	• Increased use of outdoor recreation facilities, including trails. • Higher demand for outdoor recreation programming like wilderness camps.
Inactive populations tend to be most interested in camping, fishing, and cardio fitness.	• Expansion of parks programming to include camping-related activities for both kids and adults. • Higher demand for fishing and cardo fitness-related programming.
Mainstream team youth sports (i.e. football, basketball, and others) are regaining popularity.	• Increased demand for and/or wear and tear on city basketball court and athletic fields. • Higher demand for football and basketball programming.
Market potential is highest for basketball, football, and frisbee related activities.	• Increased use of city basketball, football, and frisbee facilities. • Higher demand for basketball, football, and frisbee based programming.

Sources: SFIA Topline Participation Report 2025; The National Survey of Children's Health, 2023; National Federation of High School Associations; Esri Business Analyst Report Sports and Leisure Market Potential 2024

NATIONAL TRENDS

Sport Preferences by Age and Generation

Examples of the different sports and fitness categories according to SFIA:

- *Fitness Activities* include but are not limited to stationary cycling, cardio kickboxing, barre, Pilates, dance, aquatic exercise, etc.
- *Individual Sports* include but are not limited to archery, martial arts, bowling, hunting, skateboarding, ice skating, disc golf, etc.
- *Outdoor Sports* include but are not limited to backpacking, canoeing, climbing, sailing, wakeboarding, surfing, triathlons, trail running, etc.
- *Racquet Sports* include but are not limited to badminton, tennis, pickleball, squash, etc.
- *Team Sports* include but are not limited to baseball, basketball, cheerleading, gymnastics, water polo, wrestling, etc.
- *Water Sports* include but are not limited to windsurfing, kayaking, rowing, scuba diving, stand-up paddling, jet skiing, etc.
- *Winter Sports* include, but are not limited to, cross-country skiing, downhill skiing, snowshoeing, fat tire biking, and snowmobiling.

FIGURE 6 – SPORT PARTICIPATION BY GENERATION AND AGE

Boomers (1945-1964)

	2020	2021	2022	2023	2024	1-year change	2020/2024 change
Fitness Sports	59.9%	64.4%	66.2%	68.6%	69.3%	1.0%	15.8%
Individual Sports	22.3%	22.9%	22.9%	23.8%	24.3%	2.2%	9.1%
Outdoor Sports	39.5%	41.9%	43.3%	45.3%	45.2%	-0.1%	14.4%
Racquet Sports	6.4%	6.8%	8.0%	8.6%	9.7%	13.9%	53.3%
Team Sports	4.9%	5.1%	4.6%	5.5%	5.7%	3.8%	15.9%
Water Sports	7.8%	8.2%	8.8%	9.4%	10.0%	5.7%	27.5%
Winter Sports	3.5%	3.7%	3.7%	4.0%	4.3%	7.2%	24.3%

Gen X (1965-1976)

	2020	2021	2022	2023	2024	1-year change	2020/2024 change
Fitness Sports	66.0%	64.2%	66.7%	66.9%	69.3%	3.6%	5.0%
Individual Sports	31.5%	29.6%	31.9%	32.7%	34.0%	4.0%	8.1%
Outdoor Sports	52.2%	50.4%	52.9%	54.2%	56.1%	3.4%	7.4%
Racquet Sports	12.2%	11.8%	13.1%	14.1%	15.2%	7.8%	24.1%
Team Sports	15.5%	15.2%	14.4%	17.8%	18.9%	6.1%	21.4%
Water Sports	13.0%	12.3%	13.4%	14.5%	15.2%	5.1%	17.7%
Winter Sports	8.7%	8.2%	9.0%	9.8%	10.4%	5.9%	19.1%

Millennials (1980-1999)

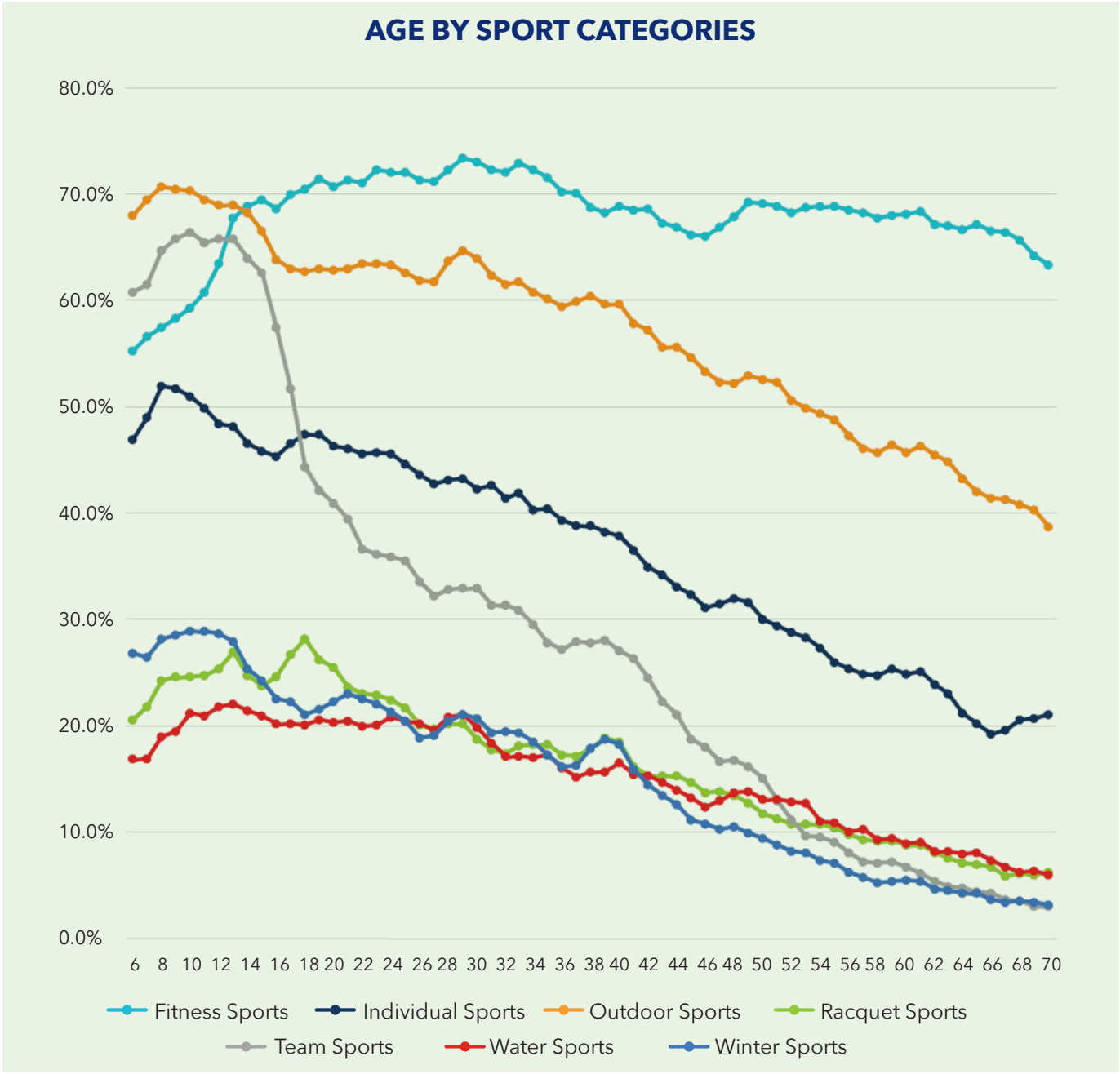
	2020	2021	2022	2023	2024	1-year change	2020/2024 change
Fitness Sports	68.7%	70.0%	69.2%	68.2%	69.7%	2.2%	1.6%
Individual Sports	41.5%	41.3%	43.4%	43.8%	45.2%	3.1%	8.8%
Outdoor Sports	59.4%	60.5%	61.6%	61.3%	63.2%	3.1%	6.5%
Racquet Sports	19.3%	19.3%	21.2%	21.1%	22.3%	5.3%	15.5%
Team Sports	30.4%	30.6%	31.3%	33.4%	35.4%	6.2%	16.4%
Water Sports	17.1%	17.2%	18.8%	19.7%	20.4%	3.5%	19.5%
Winter Sports	14.5%	14.0%	15.8%	17.5%	19.0%	8.2%	30.5%

Gen Z (2000+)

	2020	2021	2022	2023	2024	1-year change	2020/2024 change
Fitness Sports	55.2%	55.8%	55.5%	56.5%	56.1%	-0.7%	1.7%
Individual Sports	44.3%	44.0%	45.4%	46.1%	46.4%	0.7%	4.7%
Outdoor Sports	60.6%	60.8%	61.0%	61.6%	60.4%	-2.0%	-0.3%
Racquet Sports	22.4%	22.6%	23.4%	24.5%	25.3%	2.9%	12.7%
Team Sports	56.6%	55.8%	54.8%	55.9%	54.6%	-2.2%	-3.6%
Water Sports	16.3%	15.8%	17.4%	18.4%	19.1%	3.9%	17.4%
Winter Sports	19.4%	19.1%	20.4%	20.6%	22.3%	8.3%	14.8%

Sources SFIA Topline Participation Report 2025

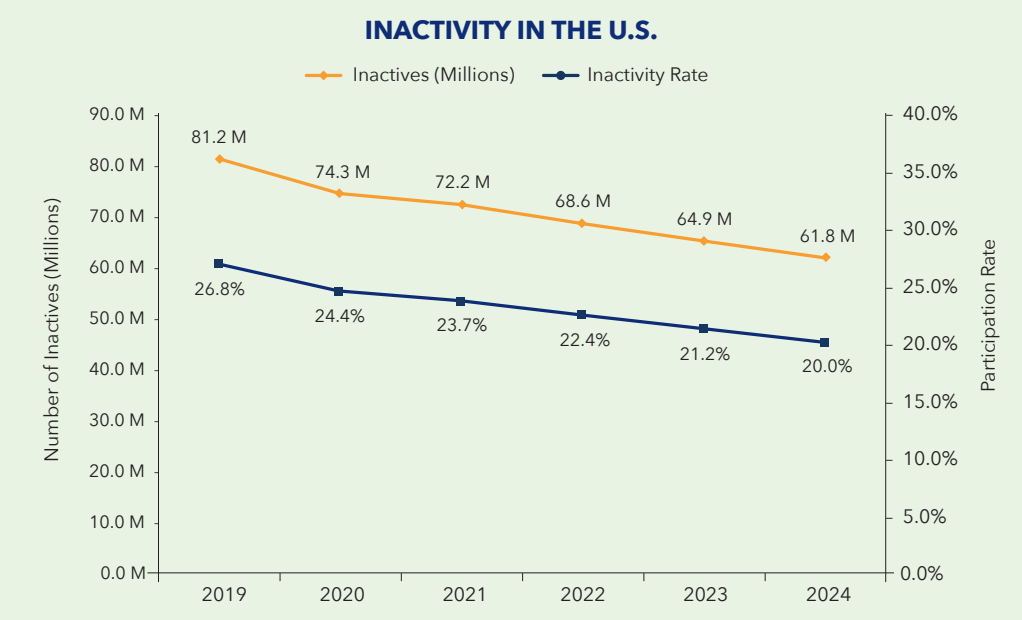


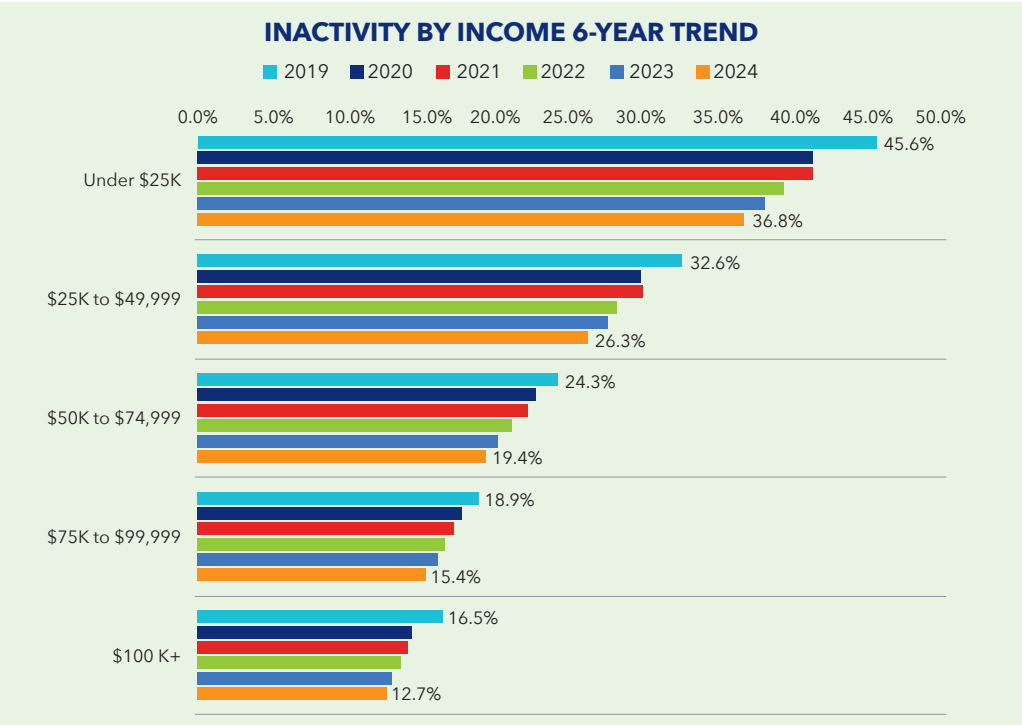


Sports and fitness preferences change as you age, and preferences clearly cluster by generation. Baby Boomers (1945-1964) and Generation X (1965-1979) tend to have similar preferences, while Millennials (1980-1999) and Generation Z (2000+) also share similarities. Both Boomers and Gen X saw a significant increase in racquet sport participation from 2020 to 2024. This aligns with the surge in pickleball popularity during the COVID-19 pandemic. Millennial and Gen Z participation in water and winter sports rose from 2020 to 2024. Fitness sports, such as cardio classes, stationary cycling, and Pilates, maintain participation levels throughout time. Similarly, outdoor recreation, including trail walking, canoeing, and backpacking, also maintains strong participation levels from childhood through older adulthood. These trends can inform the park planning process and help ensure the city's park system serves a broad range of needs across ages and generations.

Inactive Population Trends and Aspirational Activities

FIGURE 7 – INACTIVITY TRENDS





Sources SFIA Topline Participation Report 2025

TABLE 3 – ASPIRATIONAL ACTIVITIES

Age Group	#1 Aspirational Activity	#2 Aspirational Activity	#3 Aspirational Activity
Age			
6-12	Camping	Fishing	Running/Jogging
13-17	Camping	Free Weight Workout	Swimming
18-24	Running/Jogging	Free Weight Workout	Swimming
25-34	Running/Jogging	Cardio Fitness	Free Weight Workout
35-44	Camping	Fishing	Running/Jogging
45-54	Camping	Fishing	Cardio Fitness
55-56	Camping	Fishing	Treadmill
65+	Fishing	Cardio Fitness	Treadmill
Income			
Under $25,000	Camping	Fishing	Cardio Fitness
$25,000 - $49,000	Camping	Fishing	Cardio Fitness
$50,000 - $74,999	Camping	Free Weight Workout	Cardio Fitness
$75,000 - $99,999	Fishing	Camping	Treadmill
$100,000	Cardio Fitness	Treadmill	Fishing

Sources SFIA Topline Participation Report 2025

The Sports and Fitness Industry Association (SFIA) defines the inactive population as the segment of the American population aged six and older who do not participate in any of the 120 sports and fitness activities tracked by the association. Inactivity has consistently decreased over the last five years, with only about 20% of the population considered inactive as of 2024. One key demographic factor correlated with inactivity is income. Lower-income individuals are more likely to be inactive than higher-income individuals. SFIA also tracks activities that the inactive population has interest in participating in. Camping, fishing and cardio fitness are just a few of the most popular aspirational activities. These national trends in inactivity matter at the city level because they can inform policies and practices that make sports and fitness activities more broadly accessible, especially to lower-income and inactive population segments.

Recent Changes to Sports and Fitness Participation

TABLE 4 – PARTICIPATION TRENDS IN FITNESS AND TEAM SPORTS

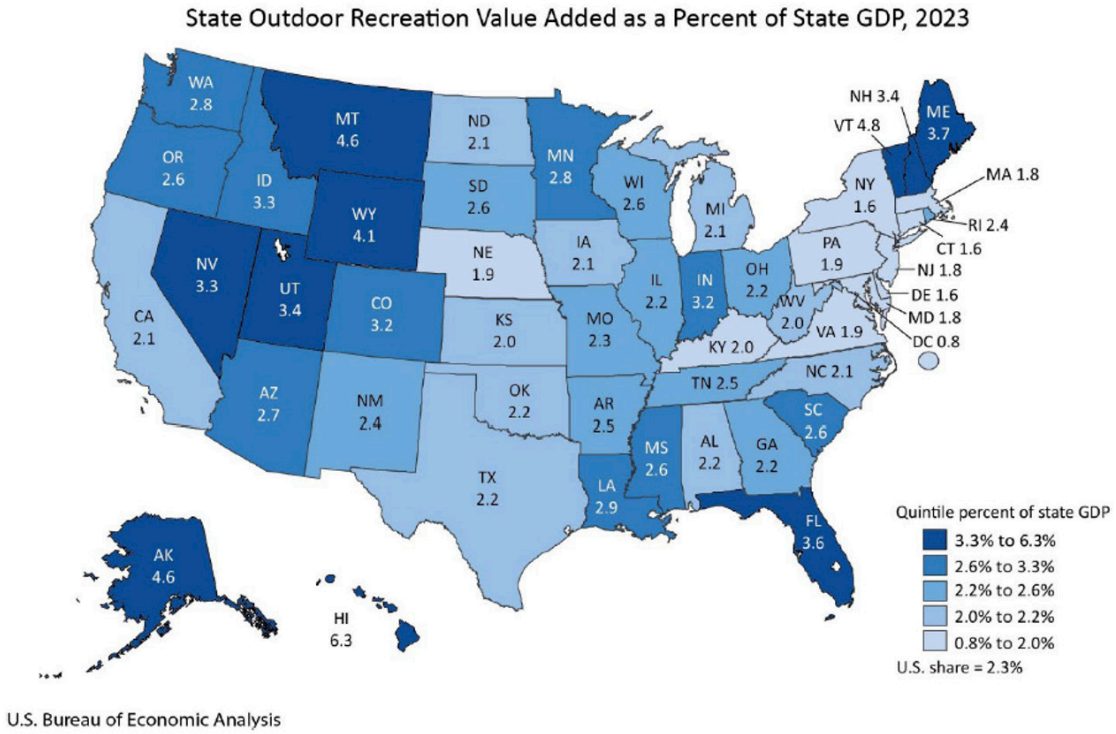
Rank	Activities with Greatest Positive Percent Change	Activities with Greatest Negative Percent Change
Fitness		
#1	Pilates training	Stationary cycling
#2	Yoga	Cross-training style workouts
#3	Kettlebells	Cardio kickboxing
Team Sports		
#1	Football (7-on-7)	Roller Hockey
#2	Basketball	Rugby
#3	Soccer (outdoor)	Ultimate Frisbee

Sources SFIA Topline Participation Report 2025

SFIA reports that Pilates, yoga, kettlebell workouts, 7-on-7 football, basketball and outdoor soccer are the fitness and team sport activities that have experienced the greatest increase in participation over the last five years. Activities with the greatest decline include stationary cycling, cross-training style workouts, cardio kickboxing, roller hockey, rugby and Ultimate Frisbee. The trends indicate that group workout classes are still popular, but the format has shifted slightly. It also suggests that more traditional team sports are regaining popularity, while some unique offerings may be going out of style. These trends should inform the park planning process but should be cross-referenced with local preferences gathered through community engagement.

Outdoor Recreation and Economic Value

FIGURE 8 – OUTDOOR RECREATION AND ECONOMIC IMPACT



Sources: Bureau of Economic Analysis, US Department of Commerce

TABLE 5 – TOP CONTRIBUTING OUTDOOR RECREATION ACTIVITIES

Activity Rank	Portion of National GDP	Portion of Texas' state GDP
#1	All other supporting recreation activities - $284.7 billion	All other supporting recreation activities - $27.6 billion
#2	Conventional outdoor recreation activities - $201 billion	Conventional outdoor recreation activities - $17.4 billion
#3	Other outdoor recreation activities - $128.2 billion	Other outdoor recreation activities - $9.1 billion

Sources: Bureau of Economic Analysis, US Department of Commerce

Outdoor recreation is not only an important part of a well-balanced park and recreation system, but it can also help drive the economy of a region, state, or nation. The outdoor recreation economy accounted for 2.3% ($639.5 billion) of current dollar gross domestic product (GDP) for the U.S. in 2023. That same figure for Texas' GDP was 2.2% ($55.9 billion). Conventional outdoor recreation activities, such as bicycling, boating, hiking, and hunting, contribute significantly to these figures at the national and state levels. College Station has a strong recreational sports league culture that supports the outdoor recreation economy. Construction on Texas Independence Park at Midtown at 6291 Rock Prairie Road will transform more than 120 acres of parkland and greenways into one of the area's most dynamic public parks with a wide range of outdoor recreation opportunities for residents of all ages, including mountain-bike trails, a pump track, and other bike elements. The Parks and Recreation Department should consider how to continue to support these activities and the outdoor recreation economy more broadly.

LOCAL TRENDS (STATE AND CITY)

Youth Sport Participation

FIGURE 9 – YOUTH SPORT PARTICIPATION AND DEMOGRPHICS

Current Search Criteria
Survey: 2022-2023 National Survey of Children's Health
Starting Point: Child and Family Health Measures
State/Region: Texas vs. Nationwide
Topic: Community and School Activities
Question: Participation in sports teams or sports lessons after school or on weekends, age 6-17 years
Sub Group: Yes x Sex of child

During the past 12 months, did this child participate in a sports team or did they take sports lessons after school or on weekends, age 6-17 years?

Select a Response Category: Yes

		Male	Female
Texas	%	55.4	43.1
	C.I.	49.1-61.4	37.3-49.1
	Sample Count	290	227
	Pop. Est.	1,392,192	1,105,418
Nationwide	%	59.2	49.9
	C.I.	58.1-60.2	48.8-50.9
	Sample Count	22,181	18,227
	Pop. Est.	15,005,087	12,048,065

C.I. = 95% Confidence Interval.
Percentages and population estimates (Pop. Est.) are weighted to represent child population in US.

During the past 12 months, did this child participate in a sports team or did they take sports lessons after school or on weekends, age 6-17 years?

Select a Response Category: Yes

		English	Other than English
Texas	%	56.7	24.0
	C.I.	52.1-61.2	16.7-33.1
	Sample Count	460	56
	Pop. Est.	2,211,399	279,569
Nationwide	%	57.9	36.2
	C.I.	57.1-58.6	34.0-38.5
	Sample Count	37,739	2,422
	Pop. Est.	24,100,414	2,715,508

C.I. = 95% Confidence Interval.
Percentages and population estimates (Pop. Est.) are weighted to represent child population in US.

During the past 12 months, did this child participate in a sports team or did they take sports lessons after school or on weekends, age 6-17 years?					
Select a Response Category: Yes					
		0-99% of poverty level	**100-199% of poverty level**	**200-399% of poverty level**	**400% or more of poverty level**
Texas	%	27.8	36.8	52.8	70.6
	C.I.	19.9-37.3	27.6-47.1	45.0-60.4	64.4-76.1
	Sample Count	54	65	145	253
	Pop. Est.	304,728	378,218	805,324	1,009,341
Nationwide	%	35.0	42.4	55.0	72.3
	C.I.	33.1-36.9	40.7-44.2	53.6-56.4	71.3-73.2
	Sample Count	3,542	5,093	11,476	20,297
	Pop. Est.	3,119,879	4,156,767	7,941,559	11,834,946

C.I. = 95% Confidence Interval.
Percentages and population estimates (Pop. Est.) are weighted to represent child population in US.

During the past 12 months, did this child participate in a sports team or did they take sports lessons after school or on weekends, age 6-17 years?						
Select a Response Category: Yes						
		Two parents, currently married	**Two parents, not currently married**	**Single parent (mother or father)**	**Grandparent household**	**Other family type**
Texas	%	54.4	--	36.1	--	--
	C.I.	49.1-59.8	--	29.0-43.8	--	--
	Sample Count	363	--	110	--	--
	Pop. Est.	1,687,744	--	544,705	--	--
Nationwide	%	61.0	45.3	43.9	41.8	33.7
	C.I.	60.1-61.9	42.2-48.5	42.3-45.5	37.2-46.5	27.4-40.6
	Sample Count	29,799	1,606	7,077	820	225
	Pop. Est.	18,931,182	1,291,975	5,263,600	652,285	211,270

C.I. = 95% Confidence Interval.
Percentages and population estimates (Pop. Est.) are weighted to represent child population in US.
-- Dashed lines indicate that the total number of respondents to this measure (unweighted denominator) is less than 30, which does not meet MCHB data display criteria.

Sources: The National Survey of Children's Health, 2023

Among youth nationwide participating in after-school and weekend sports, about 9.3% are male, and 9.2% are female participants from Texas. This is a notable share, suggesting that after-school and weekend sports are an important part of Texas culture. The College Station parks system supports youth sports by providing facilities and programming. Data also show that youth are less likely to participate in after-school and weekend sports if they come from homes with higher poverty levels, single-parent households or speak a language other than English at home. These trends highlight potential barriers to participation that the Parks and Recreation Department can address during the plan update process.

High School Sport Trends

FIGURE 9 – YOUTH SPORT TRENDS

Percent Change from 2018-2019 school year to 2023-2024 school year					
BOYS Texas 505,386	Football 3%	Golf 5%	Baseball 6%	Basketball 3%	Cross Country 1%
	Soccer 7%	Swimming & Diving 1%	Tennis 2%	Track & Field (Outdoor) -1%	Wrestling 51%

GIRLS 353,915	Basketball 1%	Competitive Spirit 72%	Cross Country 1%	Football 625%	Golf -1%
	Soccer 7%	Sofball Fast Pitch 4%	Swimming & Diving -2%	Tennis 2%	Track & Field (Outdoor) 4%
	Volleyball 4%	Wrestling 46%			

Sources: National Federation of High School Associations

Statewide data shows that from the 2018-2019 school year to the 2023-2024 school year, wrestling gained the most popularity for boys and girls. Other notable increases during this time frame were seen in girls' competitive spirit and football. Most sports gained in participation/popularity, with exceptions to boys' track & field, girls' golf, and girls' swimming & diving, which saw slight declines. High school sport participation and trends can indicate to the Department what program offerings and related facilities youth in the region want.



Sport and Leisure Behavior in College Station

TABLE 6 – SPORT AND LEISURE MARKET POTENTIAL INDEX

Product/Consumer Behavior	Market Potential Index (MPI)
Participated in rock climbing/12 month	275
Participated in Ping-Pong/12 month	209
Attend college basketball game/12 month	208
Participated in skiing (downhill)/12 month	200
Participated in volleyball/12 month	199
Participated in ice skating/12 month	178
Participated in roller skating/12 month	173
Participated in soccer/12 month	160
Attend college football game/12 month	160
Participated in backpacking/12 month	156
Participated in basketball/12 month	156
Participated in bowling/12 month	155
Participated in football/12 month	155
Participated in frisbee/12 month	154

Sources: Esri Business Analyst Report Sports and Leisure Market Potential 2024

A market potential index (MPI) tells you how likely consumers in a specific area are to purchase a particular product or service compared to the national average. The national average in an MPI is indicated by a score of 100. Any MPIs higher than 100 indicate a higher propensity to purchase a product or service. The MPI values in the table highlight the need for certain facilities. The City parks system should aim to accommodate basketball, football, frisbee, rock climbing, roller skating, soccer and volleyball. The Parks and Recreation Department should also explore how it can support backpacking, bowling, and ping pong either through facilities or programming.

KEY PARK USERS

OVERVIEW

Identifying key park users during the planning process can help the Parks and Recreation Department create a well-rounded, responsive plan attuned to the City's diverse needs. This approach helps synthesize findings from both the demographic and recreation trends assessments, providing a high-level picture of who might be using the system now and in the future. The memo identifies key user groups mostly by age. Categories include children, youth, young professionals, parents/families and older adults/retirees. These categories are not fully exhaustive of the City's population and should be used to ensure core and unique groups are accounted for. The final plan will still ultimately serve the entire community.

KEY PARK USER CATEGORIES

Children (Age 0-14)

- Children make up a little more than 15% of the City's population.
- Children are a core group of park system users because playgrounds and green spaces are essential areas for play, physical activity and social interaction needed during this developmental age.
- Park and recreation preferences for children evolve with time, and the Department will need to continuously monitor trends and engage with children to anticipate what sports and programs are most popular.

Youth (Age 15-24)

- Texas A&M University and other nearby schools draw a large youth population.
- Youth activity preferences may be geared more towards organized sports and socially focused recreation spaces.
- The Department will need to provide adequate facilities for activities preferred by young people and consider how to integrate technology into traditional park offerings and activities.

Young Professionals (Age 25-35)

- The City has historically had some trouble retaining this population segment following graduation from the local universities.
- This group may have more of a focus on health and wellness offerings as well as spaces for community connection, gatherings, and events.
- The Department can play a role in providing resources for this population group and contributing to the City's long-term attraction.

Parents/Guardians (Misc. Ages)

- Parents and guardians, like children, are core users of the park system.
- They need safe, family-friendly environments, but could also benefit from nearby adult-oriented amenities such as walking loops, fitness stations or seating areas.
- The Parks and Recreation Department can enhance the user experience for parents/guardians by strategically placing adult-focused amenities in areas that already draw families and caregivers.

Older Adults/Retirees (Age 65+)

- Older adults are a growing demographic group in College Station.
- They enjoy accessing nature and socializing in parks just like many other park users but might require more accessible amenities and passive recreation opportunities as they age.
- The Department can make accessibility improvements and add age-specific programming to cater to this growing demographic group.



CHAPTER 2

COMMUNITY ENGAGEMENT INSIGHTS

COMPREHENSIVE PLAN 5-YEAR UPDATE

The City went through a 5-year update of its comprehensive plan (2021) at the same time as the parks planning process. The 5-year Evaluation & Appraisal Report was approved by the city's Planning and Zoning Commission and City Council in September 2025 and included community engagement feedback relevant to the park planning process.

Relevant findings:

- Strategic Growth and Neighborhood Integrity
  - Residents and stakeholders voiced concern over population growth/development pressures and potential impacts on neighborhood quality and access to City resources, including the park system.
- Sustainability and Resilience
  - Stakeholders expressed concerns about climate resilience, water supply, and environmental sustainability, and identified interests in exploring long-term planning solutions for stormwater, heat mitigation and green infrastructure practices.
- Parks, Trails, and Public Spaces
  - Community members were positive about the existing park system but highlighted some opportunities for improvements, including an expanded trail/greenway network, more shade/tree canopy/natural area preservation, integrating parks with local businesses/active streetscapes and ensuring park access in newly developed areas.

PARKS AND RECREATION DEPARTMENT FEEDBACK

The internal kickoff meeting for the parks and recreation plan update included dedicated time engaging with Parks and Recreation department staff on their thoughts about strengths, weaknesses, opportunities, and priorities for the park system. City staff manage the day-to-day operations and are stewards of the park system's long-term vision and have a unique understanding of system needs. Staff were separated into four groups and walked through two exercises. Below is a summary of the findings from the activities.

PARK PLANNING PRIORITIES

Participants were asked to choose topics that they saw as most important or relevant to the park planning process. Park access, growth management, public health and economic development were the most popular responses.



STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS (SWOT) SUMMARY

Department staff responded to prompts to gauge the strengths, weaknesses, opportunities and threats facing the park system. The table below summarizes the feedback and key themes gathered through this exercise.

Theme	Summary of Feedback
Resources/Needs	• City staff is a key resource supporting the park system, and understaffing is a concern. • Additional office and recreation center space is needed. • Ongoing funding for the park system is a concern. • Swimming pools, baseball fields, and indoor courts are needed the most. • Land acquisition, birding, protecting wildlife, and nature education are additional emerging needs.
Park System Offerings	• The park system offers strong and diverse programming and spaces for recreation. • The City provides quality natural spaces and facilities and pays attention to detail in maintaining these spaces. • Sports recreational opportunities are strong and contribute to City tourism/economy.
External Trends/Factors	• City population changes and generational differences. • Encroaching urban development. • Changing wants/needs of the city population indicate traditional sports/recreation might be losing popularity.

PARKS AND RECREATION ADVISORY BOARD FEEDBACK

College Station's Parks and Recreation Advisory Board was engaged in the same park priority and SWOT exercises as Parks Department staff at the beginning of the planning process. The Advisory Board is a key stakeholder group that provides valuable public input and guidance to the City Council and staff on matters concerning the establishment, maintenance and operations of the city parks system.

PARK PLANNING PRIORITIES

Board members were asked to choose topics that they saw as most important or relevant to the park planning process. Park access, growth management and public health were the top three most popular topics.

STRENGTHS, WEAKNESSES, OPPORTUNITIES, THREATS (SWOT) SUMMARY



Board members responded to prompts to help gauge the strengths, weaknesses, opportunities, and threats facing the park system. The table below summarizes the feedback and key themes gathered through this exercise.

Theme	Summary of Feedback
Resources/Needs	• Connecting to school green spaces is an area of opportunity. • The City needs more basketball, baseball and aquatic recreation spaces. • Better connectivity between parks is needed, including trails, sidewalks, etc. • The park system needs more nature-based recreation. • Additional funding is needed to support the park system.
Park System Offerings	• Lick Creek Park and Veterans Park and Athletic Complex are well-loved parks in the system. • The City offers a variety of parks with diverse uses across the system. • The City engages residents effectively on park system needs.
External Trends/Factors	• Population growth and development indicate that the City is prospering, but they present new challenges/potential strain on the park system. • The City population is aging. • Natural disasters, flooding, erosion, and pests are a threat to the system, especially for parks with more wild/natural areas. • Increasing extreme heat/humidity will impact comfort levels for park users.

COMMUNITY ENGAGEMENT SUMMER/FALL 2025





OVERVIEW

City staff gathered community feedback throughout summer and fall 2025. Staff facilitated three activities focused on park planning priorities, park amenities, and park quality ranking across the system. Staff carried out engagement efforts at department-hosted community events, scheduled pop-up in-the-park events, and unscheduled pop-up outreach at neighborhood parks. A variety of meeting formats allowed staff to meet people where they are and have informal face-to-face conversations. Department merchandise, such as cups, frisbees, or stickers, was handed out during engagement to help spark curiosity and get families and people involved who might not usually participate in the planning process. In total, the department hosted 39 engagement opportunities, generating over 850 unique touchpoints.

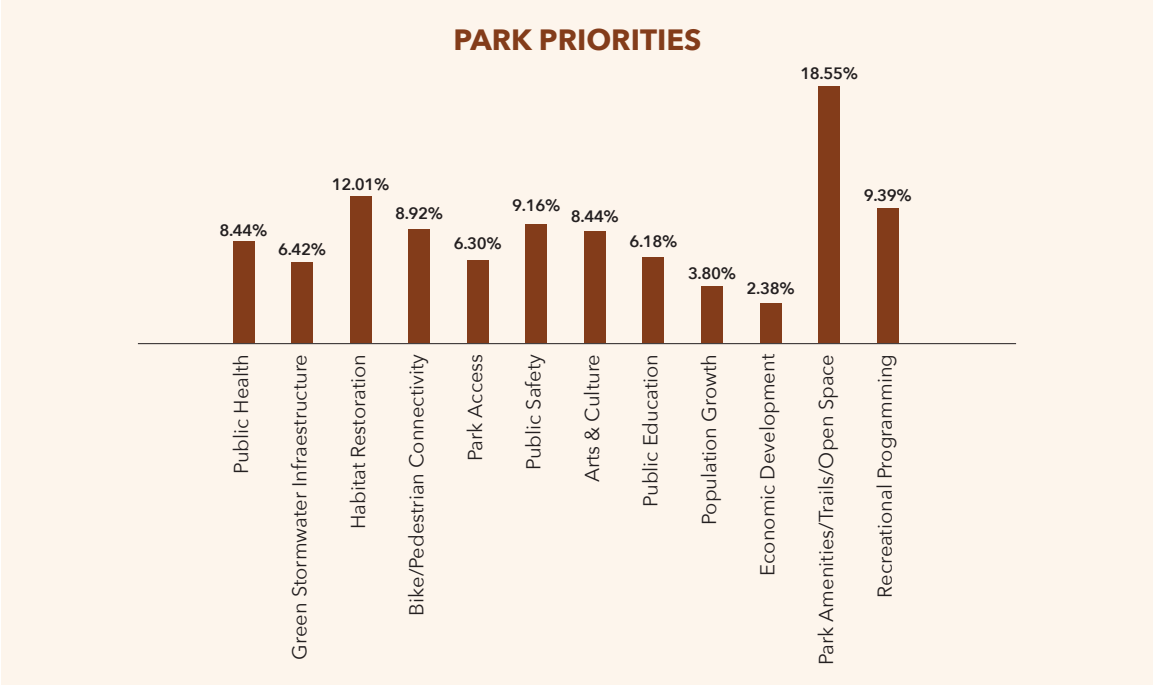
Most importantly, the efforts fostered a greater sense of accessibility, drawing a diverse cross-section of residents into the engagement process.

Across the public engagement effort, residents consistently expressed interest in nature-based recreation, environmental education, reinvesting in older parks, expanding trail systems, improving bike and pedestrian connections and increasing shade along trails. Personal stories and comments complemented the quantitative data gathered through the activities. Together, the inputs help create a comprehensive set of community priorities for the park system.

ACTIVITY RESULTS

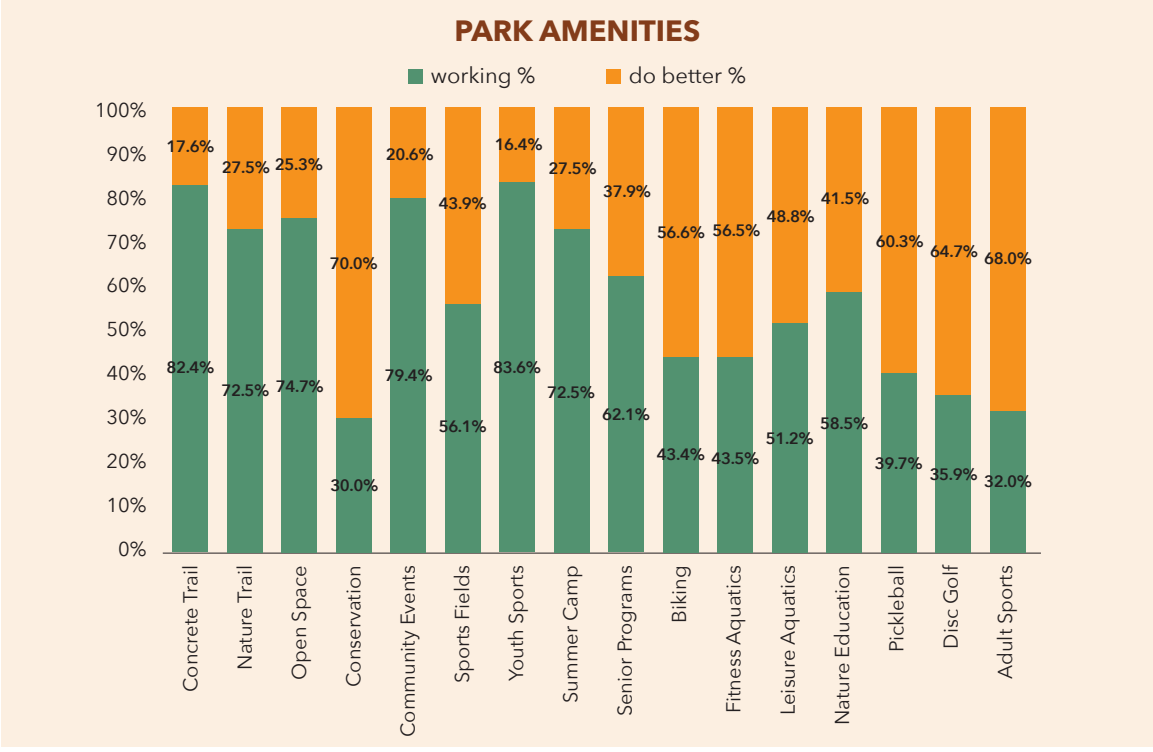
Activity 1 - Park Priorities

Residents were asked which planning initiatives mattered most to them across the park system. The top three most important priorities include park amenities/trails/open space, habitat restoration and recreational programming.



Activity 2 – Park Amenities

Participants marked what's working well and what needs improvement on a set of common park system amenities. The top three most successful park amenities are youth sports, concrete trails and community events. The top three amenities that could use the most improvement include conservation, adult sports and disc golf.



Activity 3 – Park Quality Across the System

Participants noted their favorite parks and which ones needed improvement. The parks with the top three most votes are highlighted in each column, but the table below shows all results.

Park Name	Number of votes for favorite park	Number of votes for parks that need improvement
Anderson	4	3
Art & Myra Bright	0	0
Barracks 2	0	0
Bee Creek	19	10
Billie Madeley	0	0
Brian Bachmann	2	4
Bridgewood	2	2
Brison	3	1
Brothers Pond	6	6
Carter's Crossing	0	1
Castlegate	2	0
Castle Rock	5	1
Cove of Nantucket	1	0
Creekview	0	0
Crescent Point	0	0
Cy Miller	0	0
Eastgate	0	0
Edelweiss	1	3
Edelweiss Gartens	0	0
Emerald Forest	1	1
Etonbury	0	1
First Down	5	1
Gabbard	0	0
Georgie K. Fitch	0	0
Greens Prairie Reserve	0	0
Jack & Dorthy Miller	1	1
John Crompton	6	2
Lemontree	3	3
Lick Creek	97	0
Lions	0	0
Longmire	1	1
Luther Jones	2	0
Merry Oaks	1	0
Midtown Reserve	0	0
Northgate	0	2

Park Name	Number of votes for favorite park	Number of votes for parks that need improvement
Oaks	3	0
Parkway	0	0
Pebble Creek	3	0
Phillips	0	0
Reatta Meadows	3	0
Richard Carter	1	0
Sandstone	1	0
Southern Oaks	3	3
Southwest	1	4
Steeplechase	0	0
Stephan C. Beachy Central	59	2
Thomas	1	1
University	0	2
Veterans Park & Athletic Complex	23	0
W. A. Tarrow	0	0
Wallace Lake	0	0
Wildwood	0	0
Windwood	0	0
Wolf Pen Creek	26	7
Woodcreek	1	1
Woodland Hills	0	1

COMMUNITY RECREATION CENTER NEEDS ASSESSMENT SURVEY

The ETC Institute administered a community recreation center needs assessment survey for the City of College Station during the winter and spring of 2024 to help determine parks and recreation priorities for the community. The survey aimed to collect at least 400 completed responses from residents, and it surpassed this target, collecting 455 completed surveys. The overall results for the sample of 455 residents have a margin of error of at least ±4.59 % at 95% confidence.

Most respondents (36%) indicated they have participated in programs/activities during the past year. They were then asked how many programs and activities they participated in. About 30% stated they participated in one program or activity, 51% stated they participated in 2-3 programs and activities, 10% stated they participated in 4-6 programs and activities, and only 9% stated they participated in 7 or more programs and activities. They also rated the programs and activities they participated in. 27% rated the programs excellent, 60% rated them good, 9% rated them fair, and 3% rated them poor. Respondents who said they do not participate in programs were asked what prevented them from participating more often. The top barriers that respondents selected: I don't know what is offered (53%), too busy/not interested (30%) and program times are not convenient (19%).

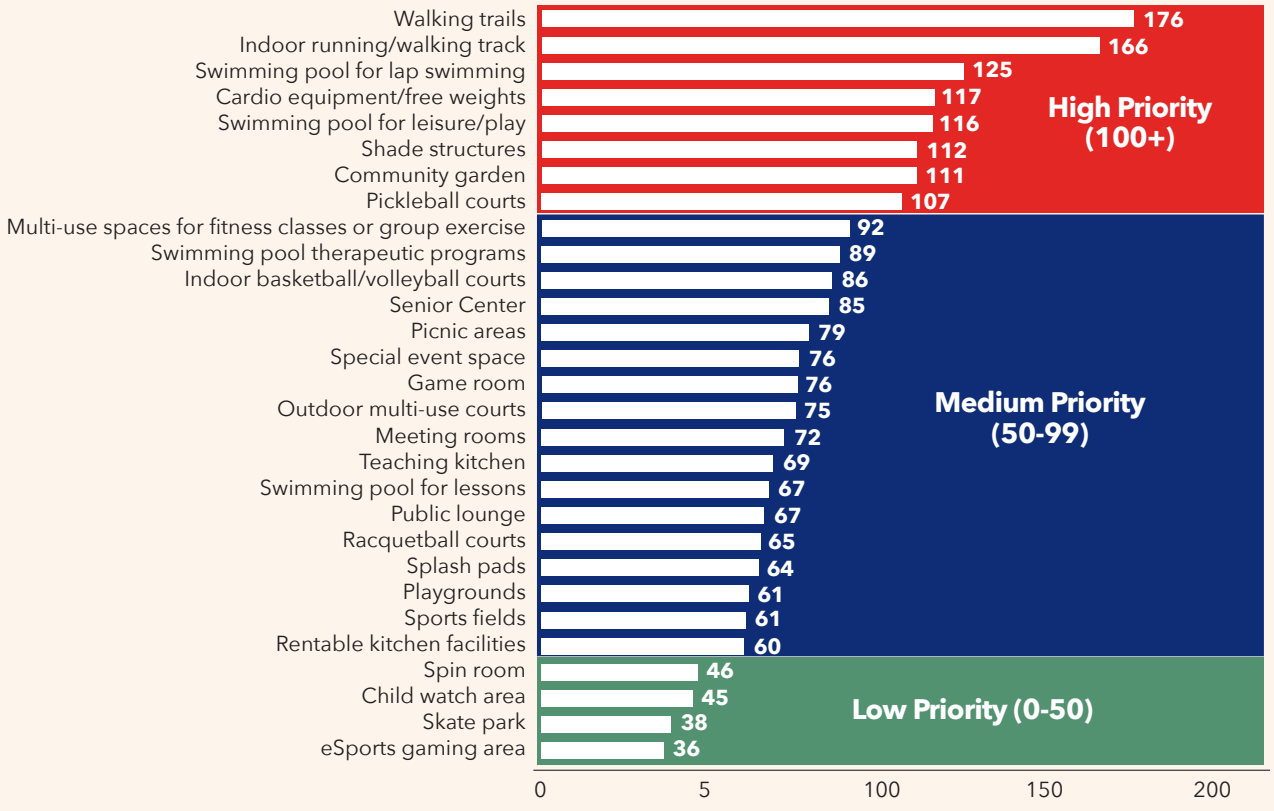
PRIORITIES FOR AMENITY INVESTMENTS

The ETC Institute developed the Priority Investment Rating (PIR) to provide organizations with an objective tool for evaluating the priority that should be placed on recreation and parks investments. The Priority Investment Rating (PIR) equally weighs (1) the importance that residents place on amenities and (2) how many residents have unmet needs for the amenities. [Details regarding the methodology for this analysis are provided in Section 3 of the Recreation Center Needs Assessment Survey Findings Report.]

Based on the Priority Investment Rating (PIR), the following programs were rated as high priorities for investment:

- Walking trails (PIR=176)
- Indoor running/walking track (PIR=166)
- Swimming pool for lap swimming (PIR=125)
- Cardio equipment/free weights (PIR=117)
- Swimming pool for leisure/play (PIR=116)
- Shade Structures (PIR=112)
- Community garden (PIR=111)
- Pickleball courts (PIR=107)

TOP PRIORITIES FOR INVESTMENT FOR AMENITIES BASED ON PRIORITY INVESTMENT RATING

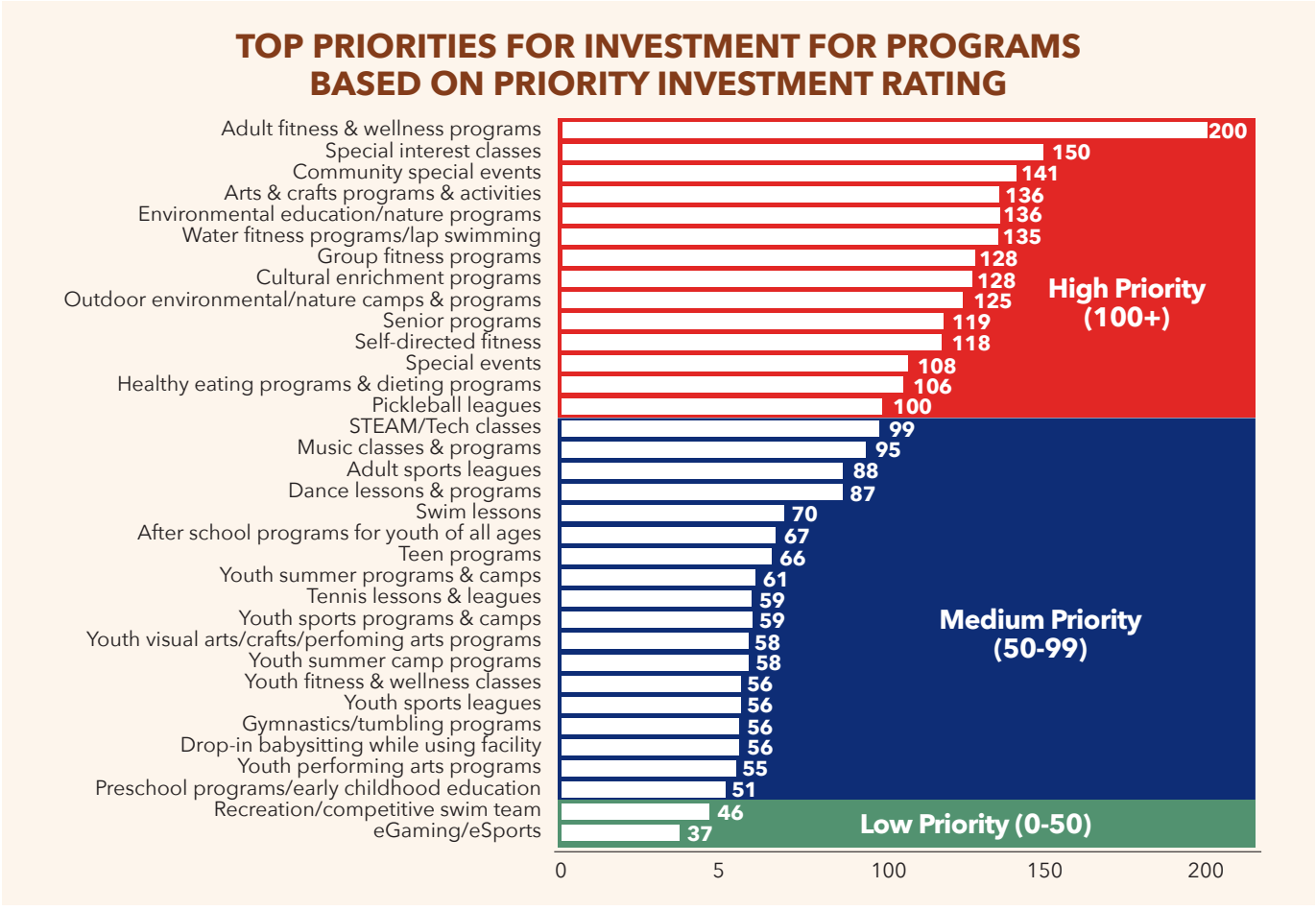


Priorities for Program Investments: The Priority Investment Rating (PIR) was developed by ETC Institute to provide organizations with an objective tool for evaluating the priority that should be placed on recreation and parks investments. The Priority Investment Rating (PIR) equally weighs (1) the importance that residents place on programs and (2) how many residents have unmet needs for the programs.

Based the Priority Investment Rating (PIR), the following amenities were rated as high priorities for investment:

- Adult fitness & wellness programs (PIR= 200)
- Special interest classes (PIR= 150)
- Community special events (PIR= 141)
- Arts & crafts programs & activities (PIR= 136)
- Environmental education/nature programs (PIR= 136)
- Water fitness programs/lap swimming (PIR= 135)
- Group fitness programs (PIR= 128)

The chart below shows the Priority Investment Rating for each of the 34 programs assessed in the survey.



OVERARCHING TAKEAWAYS

TAKEAWAYS

Strong existing park system with room to improve.

The City park system is performing well overall, with reliable facilities, diverse recreational programming, effective property maintenance and thoughtful department outreach.

Equitable access and connectivity are top priorities.

Expanding park access through pedestrian and bicycle connections is a widely shared goal across stakeholder groups.

Focus on core park functions.

The public wants the plan update to emphasize foundational park services, including amenities, open space, trails, connectivity and recreational programming.

External pressures create uncertainty.

Population growth, urban development, and climate/environmental instability are key external forces that raise concerns about the long-term health of the park system.

Growing emphasis on environmental and nature-based priorities.

Stakeholders and residents have indicated increasing interest in conservation, environmental education and nature-based recreation opportunities.

Funding and staffing remain critical challenges.

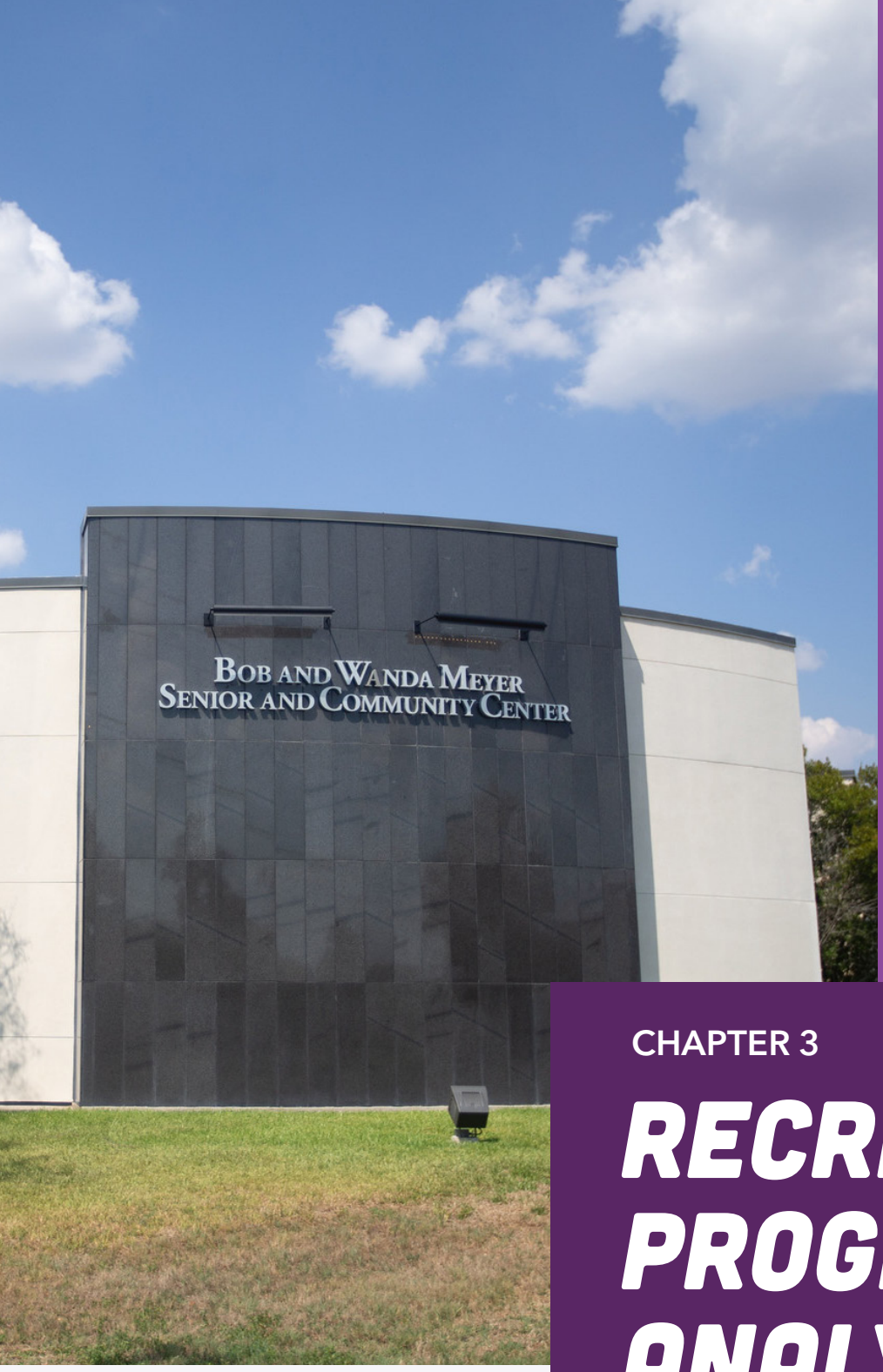
Sustainable investment in the park system is a persistent concern, especially for maintaining and upgrading aging parks and ensuring adequate staffing.

Facility needs vary, but some priorities have emerged.

Stakeholder groups identified different priorities. Consensus elements include expanding aquatics facilities; investing in sports courts/fields for baseball, basketball, pickleball, and disc golf; and increasing connectivity.

Performance varies by park.

While community members identified several parks as successful, others need attention, and mixed perceptions (e.g., Bee Creek Park) suggest uneven experiences. Additional engagement and more conversations about targeted improvements are needed.



CHAPTER 3

RECREATIONAL PROGRAM ANALYSIS

SUMMARY

The City of College Station is a highly prolific provider of recreational programming, with a portfolio ranging from history lectures to outdoor survival camps, balancing quantity and quality. For this plan, we analyzed program registration data from 2018, 2019, 2022, 2023, and 2024 to evaluate how different programming categories have performed over time. Among its peers, College Station is an exemplary program provider that well surpasses the upper quartile of the NRPA level of service for programming (2,338 for cities of similar size), providing an average of over 6,200 individual programming sessions each year across the study period.

To maintain its robust, dynamic suite of programming, the Parks and Recreation Department has navigated a range of challenges and obstacles in serving the community. The COVID-19 pandemic significantly impacted the Department, disrupting both program provision and participation. Across the years of programming data analyzed, patterns have emerged after several post-pandemic years of programming, revealing new insights into how the pandemic affected programming preferences and highlighting categories of programming that maintained public interest despite such significant disruption.

The analysis gives the Department additional insight into how programs can be further categorized to support investment prioritization, along with a quantitative assessment of participation over time to identify program areas that are growing, performing consistently or showing signs of decline.

ENGAGEMENT INSIGHTS

When community members were asked about their satisfaction with several key program categories:

- 83.6% said the Department was doing well with youth sports
- 79.4% said the Department was doing well with community events
- 72.5% said the Department was doing well with summer camps
- 62.1% said the Department was doing well with senior programming
- 43.5% said the Department was doing well with fitness aquatics
- 51.2% said the Department was doing well with leisure aquatics
- 32% said the Department was doing well with adult sports

During conversations and interviews with Department staff and the Advisory Board, additional trends were identified for future consideration:

- A growing community enthusiasm and need for more outdoor/nature-based youth education.
- A broader priority given to planning for more families, aging in place, and retaining young professionals.
- Regarding planning for families, there is a growing need for more programming for teens.
- Several interviewees highlighted the City's growing senior population, which may have significant impacts on senior programming demand.

ANALYSIS OVERVIEW

The program analysis for this plan unfolded across a 3-step process:

STEP 1: PROGRAM CATEGORIZATION

First, programs were sorted into categories by topic or activity type, ranging from specific sports like kickball or basketball to broader categories such as special events and summer camps that share key characteristics but may vary widely in theme or topic. Because specific programs can vary significantly year to year, this approach enables more linear tracking of participation and helps identify which programming categories provide the most value to residents or best align with the Department's mission.

STEP 2: PROGRAM CLASSIFICATION

Based on staff input, surveys of other providers in the City, and public engagement insights, staff then sorted each programming category into one of three categories: Essential, Important and Value Add.

Essential Programs

Programs classified as Essential are in direct alignment with the Department's mission, provide high-value services to residents, and are either not offered by other public or private providers or have significant cost barriers to participation with limited supply. These programs would generally not be accessible to many residents if the Department did not provide them, and they provide significant social, physical or cultural value to participants. Essential programs are the highest priority programming for the Department.

Important Programs

Important programs are in direct alignment with the Department's mission and are well-valued by the community but are often available from other providers. Many of these programs have significant cost barriers or are unique offerings that engage residents in experiences they may not otherwise have. Many of the Important programs see consistently high numbers of participants across the study period, indicating meaningful demand for their provision.

Value-Add Programs

Value-Add programs are broadly aligned with the Department's mission but often have a significant presence of other providers in the city and fewer barriers to participation. Nevertheless, many have public health or social benefits, are well attended, and have generally low operating costs. They are lower priority than Essential and Important Programs but still provide value to the community and are worth maintaining as resources allow.

Balancing Programs by Classification

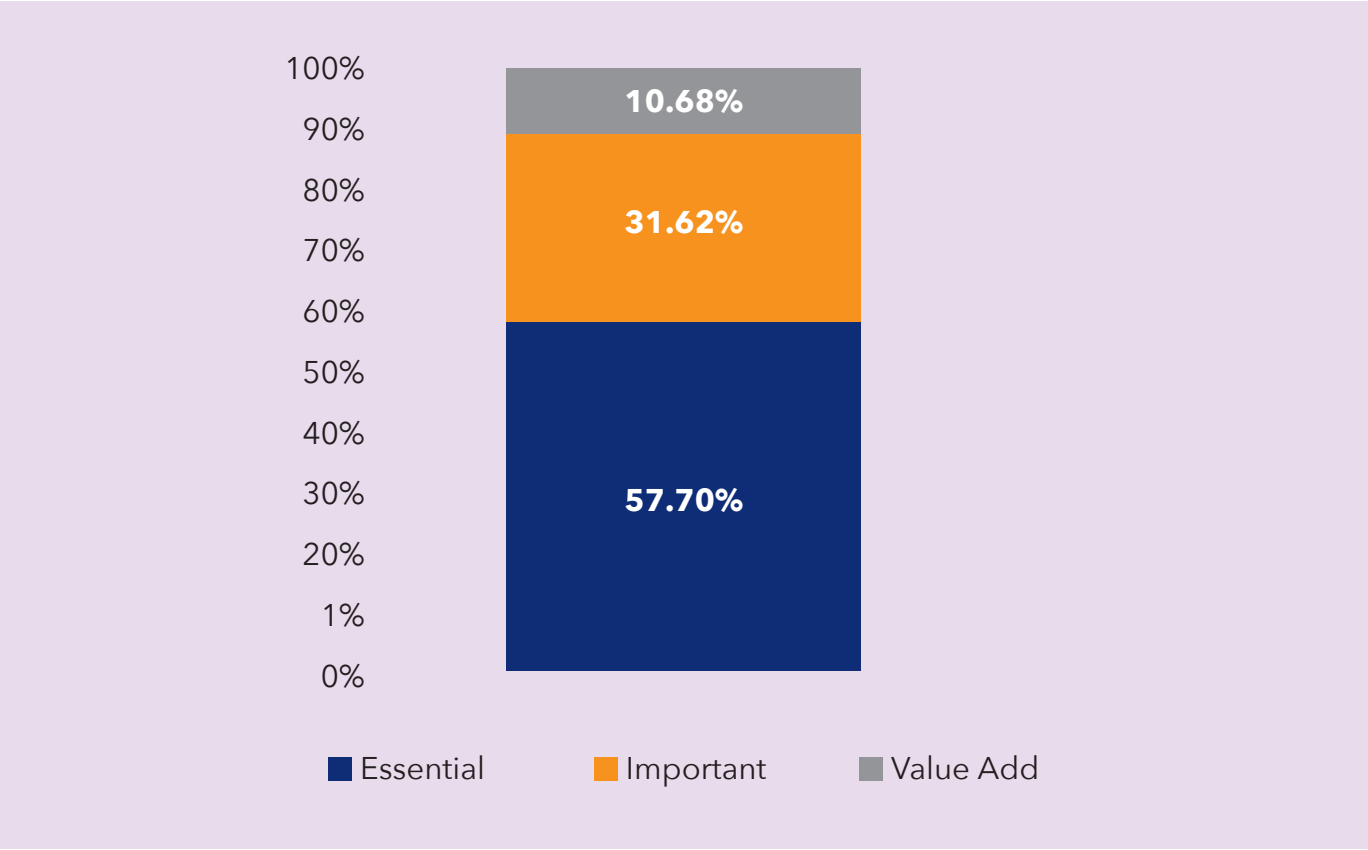


Figure 1: Distribution of programs by classification 2018 - 2024

Across the study period, 57.70% of programs were Essential, 31.62% were Important, and 10.68% were Value Add. Variation between years was minimal, with the distribution staying within a few percentage points of the overall average. With Essential Programs making up most of the programming, and Important Programs making up the bulk of the Department's offering, this is an appropriate balance to maintain. Keeping Value Add programs between 10-15% allows the Department to continue offering these community-valued programs without placing significant strain on overall programming resources while also maintaining a resource buffer that can be reallocated to other programming categories as needed.

Classification	2018	2019	2022	2023	2024	Total
Essential	**3,223**	**4,613**	**3,542**	**3,528**	**3,113**	**18,019**
Adaptive Programs	161	60	20	66	156	463
After-School Programs	125	174	173	180	196	848
Holiday Programs	271	163	286	230	161	1,111
Nature-Based Programs	139	296	193	515	379	1,522
Special Events	443	127	226	228	207	1,231
Summer Camps	242	623	722	506	376	2,469
Swimming	1,842	3,170	1,922	1,803	1,638	10,375
Important	**1,748**	**2,032**	**2,119**	**2,334**	**1,620**	**9,853**
Art	50	199	203	170	172	794
Basketball	887	934	987	1165	710	4,683
Exercise	*	1	18	85	54	158
Field Hockey	*	*	12	19	11	42
Softball	175	197	281	188	169	1,010
STEM	147	144	98	221	80	690
Tennis	240	364	457	418	359	1,838
Volleyball	249	193	63	68	65	638
Value Add	**193**	**407**	**667**	**1,031**	**1,046**	**3,344**
Cooking	16	40	30	4	12	102
History	*	*	346	505	470	1,321
Kickball	36	20	35	38	36	165
Martial Arts	33	263	124	370	428	1,218
Meditation	*	*	33	36	33	102
Ultimate Frisbee	108	84	99	78	67	436
Grand Total	**5,164**	**7,052**	**6,328**	**6,893**	**5,779**	**31,216**

Figure 2: Program Participation by Classification 2018 - 2024
*Note: * = missing or incomplete data*

STEP 3: PROGRAM PERFORMANCE

After categorizing and classifying the programs, we used registration data to evaluate participation levels across categories over the study period. There are gaps in the dataset due to pandemic service disruptions and program shifts away from registration. However, this analysis identifies overall participation levels across programming categories over time. Further analysis identified trends in specific flagship programs within those categories and which programming categories warrant adjustments to the number of programs provided, based on participation levels and a survey of other providers. Participation in programs was further categorized using the following groupings: Growth Potential, Steady Performers, and Scaling Down.

Growth Potential

Programs categorized under Growth Potential have seen consistent overall increases in participation over the years analyzed. While data limitations and COVID-19 disruption make it difficult to confirm a clear longitudinal trend, these programs generally saw steady growth before the pandemic and, in the years that followed, rebounded quickly and maintained growth. Most programs in this category were also emphasized by engagement participants, further highlighting the value and potential demand for additional opportunities. The Department should monitor participation in these programs for continued growth and survey participants to better identify demand for additional or expanded programming.

Steady Performers

Steady Performer programs showed consistent participation levels across the study period, with small deviations between years that do not indicate any consistent pattern of increased or decreased participation. These deviations often correlated closely with changes in the number of programs offered, suggesting that the Department's approach to adjusting programming to participation in this category has been effective. Many programs in this category also see strong participation in raw participant counts, indicating clear community value and interest in their provision. Given the minor year-to-year deviations, monitor these programs for shifts in participation over at least 2 years to anticipate potentially significant changes.

Scaling Down

Like growth-potential programs, those categorized as Scaling Down are not necessarily losing community interest but have seen some decline in overall participation numbers across the study period. For most programs in this category, declining participation was not consistent year to year. Many saw significant post-COVID participation that surpassed pre-COVID levels but was not sustained in later years. In these cases, participation in the most recent year was at the same level as, or higher than, the first study year, indicating that enthusiasm remains high despite the more recent downward participation trend. Categorizing programs as scaling down is not meant to indicate that these programs are losing community value or interest, but that they should be monitored to inform how the Department balances the number of programs provided with participation levels.

Engagement Insights

In addition to this quantitative analysis, engagement insights emphasize each program category's importance in serving community needs and highlight how it can help meet the needs of growing demographic categories.

ESSENTIAL PROGRAMS

GROWTH POTENTIAL

Adaptive Programs – Aquatics / Challenger Bowling

Why It's Essential: Adapted Aquatics and Challenger Bowling are part of the Department's growing portfolio of inclusive programs and offer critical opportunities for youth who may not be able to fully participate in other programming. Inclusive recreation is a significant focus for the Department and a type of programming with few providers outside the Department. The significant growth in participation further emphasizes the value this program provides to those who need inclusive recreation opportunities.

How It's Performing: An emerging pre-pandemic program, participation in adapted aquatics more than tripled between 2018 and 2019. Although it has not yet reached or surpassed the 2019 peak, participation has remained consistent and grown from 2022 to 2024. The Challenger bowling program has also seen significant growth in participation, with engagement levels more than doubling from 2023 to 2024. As many bowling alleys across the country have struggled to maintain consistent business, there may be more opportunities to collaborate with local partners to provide valuable exposure while helping the Department maintain or expand existing capacity.

After-school Program

Why It's Essential: After-school care can be a significant financial and logistical challenge for working families, and the Department provides one of the City's most accessible after-school options. Other low-cost options from private or other public providers are limited, and the Department's collaboration with CSISD to transport students from their school to program sites further emphasizes the value these programs provide in terms of accessibility.

How It's Performing: The After-School Program is one of the most consistently growing categories in the Department's portfolio, with no loss in participation between pre- and post-pandemic attendance and steady growth from 2022–2024. That growth surpassed pre-pandemic levels, though only slightly. The Department has done an effective job scaling the program to meet increased needs and should continue to monitor trends that may indicate a need for more significant program growth in the future.

Engagement Emphasis: After-school programs impact families with children or young teens, a key demographic group highlighted by staff and the Parks and Recreation Advisory Board for the Department to serve.

Nature-Based Programs

Why It's Essential: In urban or urbanizing areas, parks and recreation departments are some of the most critical providers of natural space and programming. That service is especially important in Texas, which ranks among the lowest states for publicly owned land. A limited number of other public and private organizations provide nature-based programs, many of which partner with the department to facilitate City-provided programming. These programs also provide significant public benefits by linking communities to their natural environment and delivering a wealth of physical, social and emotional advantages.

How It's Performing: Participation grew significantly from 2018 to 2024. Although participation dipped somewhat in 2024 compared to the 2023 peak, enthusiastic public support during engagement suggests this category of programming will remain a significant focus. Fewer programs in 2024 may explain the attendance decrease. However, you should generally track attendance at repeated programs over time to evaluate diminishing returns, while new programs should balance repeatable programming with unique offerings that may identify new or emerging interests.

Engagement Insights: Across staff, the Parks and Recreation Advisory Board, and community input, nature-based programming emerged as a growing strength for the Department and a core component of overall programming. There was also consensus on the need to continue investing in nature-based programming and to grow the Department's programming portfolio, aligning with the well-received emphasis on meaningful engagement with nature through programs that get hands dirty and inspire awe.

Special Events

Why It's Essential: Special events are a core part of PARD's programming portfolio, with a range of events that would not be possible without PARD facilitation. Many special events also provide significant social value, and few other providers outside the Department offer them.

How It's Performing: Participation in special events continues to drive consistent attendance and enthusiasm. Emerging events, such as the Show'em Off Car & Bike Show, have grown significantly year to year, suggesting value in repeat events to build consistent awareness and improve participation over time. These events also leverage more perennial event types that are likely to build an enthusiastic base of repeat participants.

Engagement Insights: Special events were among the highest rated, with 79.4% of respondents saying that what the Department is doing is working well.

STEADY PERFORMERS

Holiday Events

Why It's Essential: Public holiday events are typically only provided with City involvement, and PARD is among the best positioned Departments to leverage existing capacities to organize and facilitate events. Holiday events are an important opportunity for community members to gather, attracting a wide diversity of residents that may not interact regularly outside of public events. Without PARD provision, residents would have significantly fewer public holiday events to attend.

What It Includes: As a more general category of programming, Holiday Events cover a wide range of events, including:

- Jingle Bell Fun Run
- Haunted Hike
- Trunk or Tree-T
- Christmas in the Park
- I Heart America Celebration

How It's Performing: Holiday events are one of the more consistent categories of programming in terms of repeated events and have seen consistent engagement across the study period. Participation in the Jingle Bell Fun Run, one of the most popular holiday-related events, declined in 2024 because of changes to the holiday parade route and overall function.

SCALING DOWN

Summer Camp

Why It's Essential: Summer youth activities are often vital for working-class families with limited resources for privately provided camps or other forms of summer day programming. PARD summer camps are low- or no-cost and are offered across a wide range of timeframes, increasing their utility for working parents.

What It Includes: Summer Camps cover a variety of programming areas, including:

- Basketball Agility Camp
- Cheer Camp
- Football Agility/Skills Camp
- Nature-Based Camps
- STEM Camps

How It's Performing: Summer programming sees some of the highest participation across all categories, but it has declined year over year from 2022 to 2024. The 2022 data may be inflated by the significant boost in participation seen across many program categories as the pandemic-related barriers to programming began to fade. Still, continued year-over-year decline warrants closer analysis of individual program participation to identify which programs are growing or maintaining consistent engagement and which are falling out of favor.

Engagement Insights: Like after-school programs, summer camps serve an important age range of 6-15, providing a valuable service to families with children and young teens identified in engagement as a key focus demographic. About 72.5% of community members who participated in engagement thought the Department was doing well with summer programming, suggesting the Department should maintain its course on summer programming, with any new summer programs focused on nature-based camps and other themes that align with community preferences expressed through engagement.

Swimming

Why It's Essential: In a heat-dominated climate, swimming pools are a critical public good that helps provide cooling alongside broader recreational benefits. Public provision is critical for equitable access, with private pools often presenting significant cost barriers. Swimming lessons are an essential service, as private providers are limited, and swimming is a core life skill with personal and public safety implications.

What the Data Shows: Swimming has the highest participation level of all program categories but has declined consistently from 2022 to 2024 and has not rebounded to the 2019 pre-pandemic peak. This is largely due to the opening of two private indoor swimming facilities that offer year-round swimming lessons, which has drawn some of the previous participants/users away from City pools. In 2024, 225 swimming lesson sessions were held, similar to the 229 sessions held in 2022, but with approximately 30% fewer attendees. The Department could consider scaling down individual lesson sessions by up to 30%, though an incremental approach is recommended to avoid impacting accessibility. Notably, participation in the Tsunami Swim Team program has remained consistent over the same timeframe, with the highest post-pandemic participation rate in 2024.

Year	2018	2019	2022	2023	2024	Total
Lessons	1,663	2,656	1,675	1,372	1,184	8,550
Tsunami		393	229	218	277	1,117
Adamson Lagoon	129	28		187	177	521
Total	**1,792**	**3,077**	**1,904**	**1,777**	**1,638**	**10,188**

Figure 3: Performance of Primary Swimming Programs 2018 - 2024

*Note: * = missing or incomplete data*

Engagement Insights: Several comments from staff and Advisory Board members suggested a need for additional swimming facilities, though programming was not specifically mentioned. Public engagement showed mixed results for aquatics programming, with 56.5% of respondents indicating the Department could do better with fitness aquatics programming. The Department provides limited fitness-related swimming programming, so further engagement may help identify which demographic categories would best benefit from new fitness offerings.

IMPORTANT PROGRAMS

GROWTH POTENTIAL

Art

Why It's Important: Art programming is a valuable opportunity to engage in creative exercises and even build artistic skills. While other private and community providers of art programming are often accessible to different income levels, PARD programming adds value by making art programming more accessible to youth.

How It's Performing: Art programming has seen steady participation across the study period, and it is one of the few program categories with nearly the same participation levels in 2019 and 2022 (pre- and post-pandemic). Participation increased significantly from 2018 to 2019, making this sustained level more noteworthy and indicating that earlier growth in interest in art programs is being maintained over time.

Engagement Insights: Art programs are one of the few programs aimed at young adults and above, a key focus demographic identified in engagement. Given the category's consistent participation levels and overall growth potential, art programs are a vital part of the Department's programming portfolio that engages a key demographic.

STEM

Why It's Important: While CSISD and A&M are primary providers of STEM-related programming, PARD's programs provide important additional enrichment opportunities, with particular benefit to lower-income families who may lack the resources to access alternative out-of-school programs.

How It's Performing: STEM program participation peaked in 2023, and although overall participation declined significantly in 2024, the number of participants relative to the number of programs has remained consistent. The Department could consider increasing the number of STEM programs in the future, but should monitor participation in individual programs to identify shifts and avoid diminishing returns.

Tennis

Why It's Important: While other private providers offer tennis programming, participation often faces significant cost barriers, and public programs help make tennis more economically accessible. The Department offers a wide range of programs, from a round-robin league to beginner lessons, creating multiple entry points that see strong participation each year of the study period.

How It's Performing: Overall, staff input has confirmed continued growth in participation and demand, despite an apparent decline in participation from 2022 to 2024. The decline is not due to reduced interest but because of court resurfacing and other improvements that disrupted programming during the study period. With new courts, enthusiasm and participation are growing again.

Engagement Insights: The Department's range of tennis programs, with more focused age groups of 10-15 and 16+, are well attended and form an important part of the department's youth sport programming, which had the highest approval rating during public engagement. They also serve key demographics related to family-aged households identified by staff and the Advisory Board.

STEADY PERFORMERS

Basketball

Why It's Important: While other private providers offer basketball programming, they are either competitive and play-oriented or may have cost barriers to participation. The City's basketball programming is oriented more toward casual community play and is highly valuable because it lowers the bar for team accessibility and affordability. Basketball programming is also held at the Lincoln Recreation Center, a long-standing community staple in one of the City's most historic neighborhoods.

How It's Performing: Basketball programming is one of the highest-participation categories. Participation has remained high across the study period, with a dip in 2024 that correlates directly with a reduction in the number of programs and does not reflect a significant change in overall enthusiasm. Basketball is likely to continue seeing high participation levels given its perennial nature and its role in active recreation in the communities surrounding the Lincoln Recreation Center.

Engagement Insights: Residents greatly appreciated youth sports like basketball, with 83.6% of respondents saying the Department was doing well in providing youth sports. Basketball also directly serves youth and young adults, a focus of both broader public engagement and input from staff and the Advisory Board.

Exercise

Why It's Important: Many private providers offer physical exercise programming, including affordable, accessible options across age ranges. Nevertheless, exercise programs remain important because they directly improve public health outcomes and are a key way to promote physical activity more broadly.

How It's Performing: The primary exercise program, Yoga in the Park, has shown consistent performance across the study period, with variations in overall participant counts correlating clearly with the number of programs offered. Speed and Agility Training also saw a significant jump in attendance between 2023 and 2024, though additional years of data are needed to establish clear performance expectations. There does not appear to be any indication that additional sessions are warranted.

Adult Coed Volleyball

Why It's Important: The Department's volleyball programming has scaled down post-pandemic but remains a consistently attended mid-size part of the overall athletic program portfolio and will likely continue to perform reliably barring a significant shift in programming from other providers.

How It's Performing: Volleyball programming has had significantly lower participation counts post-pandemic, primarily driven by fewer offerings. However, it continues to draw consistent participation in both the spring and fall rounds. Summer sees a notable drop in participation that appears consistent from 2022 to 2024. That does not necessarily mean the summer round should be discontinued, but other seasons may offer more potential for expanded engagement.

Engagement Insights: Volleyball is one of the Department's core adult sport offerings, and it was one of the fewer approved categories during public engagement. This reflects less volleyball's performance and more the need for the Department to maintain the program, given its consistent attendance as a key adult offering. Young adult and early-career demographics are also key focal points identified by staff and the Advisory Board, further emphasizing the importance of programs like volleyball.

SCALING DOWN

Adult Softball

Why It's Important: Like volleyball, softball has other public and private providers for youth, but has limited options for more casual adult play, where Parks Departments are often key providers. As athletic programming, they encourage physical activity and can be a source of community connection for participants.

How It's Performing: Softball programming has seen a soft decline from 2022 to 2024, though the enthusiastic participation in 2022 may correlate with broader enthusiasm for social activity post-pandemic. Participation across seasons shows minimal variation, though the drop in overall participation does not appear to correlate with the number of programs offered. The Department should closely monitor participation to anticipate further declines.

Engagement Insights: Softball is one of the Department's core adult sport offerings and was one of the lower-approved categories during public engagement. Despite declining participation, volleyball remains an important part of the Department's adult recreation offerings, which further emphasizes the need to monitor participation and participant feedback. Value Add Programs

GROWTH POTENTIAL

Exploring History Luncheon

Why It's Value Add: There are other history programming providers in College Station, including A&M, non-profits, and libraries, many of which have low- or no-cost options. Given the high level of participation, demand for the Department's programming remains clear, but it would not be a priority compared to more essential programming.

How It's Performing: The Exploring History Luncheon has performed well since its inception. In July 2024, the luncheon attracted a program high of 79 participants, suggesting that despite slightly lower numbers than in 2023, enthusiasm remains high and is likely to stay consistent in the near future.

Adult Kickball

Why It's Value Add: Kickball is a relatively low-input sport to organize and has minimal equipment costs, with few barriers to organizing games outside the Department. As a game oriented towards social interaction and simple fun, the physical activity benefits are less than those of more traditional sports but still offer a valuable opportunity to be outside with running that can at times be intensive.

How It's Performing: Participation has been consistent throughout the entire study period, with counts varying by only 2-3 participants between 2022 and 2024. The fall session appears to be the most attended of the three seasons, though spring is also well attended. Notably, adding a summer session in 2024 did not increase annual participation, largely because spring attendance was lower. No clear correlation exists between the summer addition and the spring decline. However, the Department should monitor attendance over the next couple of years for any signs of sustained decline in spring attendance.

Engagement Insights: Kickball is one of the Department's select adult sport offerings and was one of the lower-approved categories during public engagement. Kickball has shown consistent engagement over time, suggesting this program plays a valuable role in the Department's overall adult sport portfolio.

Martial Arts

Why It's Value Add: Many private martial arts providers operate throughout the city at a variety of price points. Regardless of cost, participation still has an inherent financial barrier, and martial arts are one of the more enduring forms of physical activity alongside traditional sports. City programs can offer more accessible programs for lower-income participants. With significant growth in participation over the past several years, this category appears to be a valuable part of the Department's programming.

How It's Performing: Martial arts programming has increased dramatically between 2022 and 2024, growing by more than 300%. In 2024, it was among the highest-attended active recreation program categories provided by the Department. While this significant growth in participation may level off or decline slightly over the next couple of years, it's likely to generate consistent engagement overall. If participation continues to grow, martial arts programming may become a core component of the Department's active recreation programming and shift into the "important" category.

Engagement Insights: The Department's Martial Arts programs are oriented towards older children and teens, serving key demographics related to family-aged households identified by staff and the Advisory Board.

STEADY PERFORMERS

Meditation

Why It's Value Add: Meditation is offered by a range of other private providers and is also a highly accessible activity that can be done without external guidance, or through free online guidance. The Department's meditation programs are consistently attended and are often held in natural environments that provide greater health and wellness benefits.

How It's Performing: The Department's Sheng Zhen Meditation in Motion is the most well-performing meditation program across the study period, generating modest but regular engagement year to year. Other programs see significantly lower participation, though this may reflect different registration or attendance tracking methods. While there are no clear signs that demand is increasing, these programs will likely continue to see steady participation.

SCALING DOWN

Ultimate Frisbee

Why It's Value Add: Where Ultimate Frisbee facilities are in place, the sport itself is easily playable without external facilitation, either individually or in groups. Facilitation still adds value, as Ultimate Frisbee rules can be a barrier for beginners. The sport's outdoor nature also offers opportunities to play in more natural areas, as Ultimate Frisbee equipment is generally compatible with wilder vegetation. However, course design must intentionally account for throwing trajectories to reduce the likelihood that players will have to retrieve discs from more sensitive areas.

How It's Performing: Ultimate Frisbee has seen continuous engagement across the study period but does have a clear pattern of declining participation. The fall session appears to be more consistent, with minimal variation across years, whereas the spring session fell sharply between 2022 and 2023 and has not shown signs of reversing course. More investigation into the dynamics of declining spring participation may be warranted, though there are enough participants and minimal overhead to justify continuing to hold spring session.



CHAPTER 4

PARK CLASSIFICATIONS

INTRODUCTION

The College Station system includes 55 developed parks across 1,595 acres, two cemeteries that cover 76 acres, and eight undeveloped parks covering 299 acres for a total of 1,971 acres of parkland. The City of College Station uses a park classification system better to understand the function and use of each park. Park classifications can guide the selection of amenities and programming at any given site, inform long-term maintenance needs, provide design recommendations for land designated for public use, and provide a framework to maximize community benefits.

The City of College Station has traditionally used the classification system established by the National Recreation and Parks Association (NRPA) for parks and open space. College Station has two (2) park classifications: Neighborhood and Community.

PARK CLASSIFICATIONS

The Parks and Recreation Master Plan proposes updating the park classifications to better reflect the needs of the Parks and Recreation Department and its existing and future priorities. The criteria for the new classifications include Size, Service Area, and Amenities/Facilities and Features.

Criteria	Definition	Implication
Size	Park Acreage	Larger parks require more extensive maintenance and provide more space for programming
Service Area and Access	Geographic range of users + how users access the park (walk, bike, car)	Ensure access via specified modalities
Typical Amenities/Facilities and Features	Typical elements users may find at each type of park. Includes athletic fields, playgrounds, open recreation areas, passive recreation amenities (picnic tables, benches), nature-based recreation amenities (swimming, camping, trails), swimming pools, community centers, golf/disc-golf courses, and dog parks.	Allocate resources for maintenance of existing amenities/facilities and for future investments

Table 1. Classification criteria and associated implications for park system planning.

We recommend the following six (6) park classifications for parks in College Station: **Neighborhood Park, Community Park, Regional Park, Greenway and Natural Area, Linear Park and Cemeteries.**

In the following pages, we describe each park classification. See Appendix PC.1 for Park Classification Summary Table.

IMPLICATIONS

When establishing necessary park upgrades, use the park classifications to optimize access to the site via the specified modalities; allocate resources for maintenance of existing amenities/facilities and for future investments; and allocate resources for future facility upgrades to support programming.

In the future, park classifications can be used to develop design standards and guide site assessments for developers to ensure the site is appropriate for the recommended amenities.

1. Neighborhood Parks

Neighborhood parks serve a variety of age groups within a limited area or neighborhood. They range in size from 1 to 15 acres and generally serve residents within a quarter- to half-mile radius. These parks are designed to enhance neighborhood identity, preserve or provide neighborhood open space, and improve the quality of life of nearby residents. They are designed for passive and unstructured activities. Facilities are generally unlighted and off-street parking is not recommended.

SIZE

1-15 acres

SERVICE AREA

Neighborhood

APPROACH

Walk/bike

AMENITIES

- Playgrounds
- Open Recreation Areas
- Passive Recreation Amenities
- Nature-Based Recreation Amenities
- Surfaced Sport Courts

COMMUNITY BENEFITS

- **Recreation:** Active and passive recreation opportunities
- **Nature:** Nature-based recreation and programming accessible to neighborhood
- **Accessibility:** Family-friendly spaces, multi-modal access
- **Social:** Informal gathering space, educational opportunities, contributes to neighborhood identity
- **Connectivity:** Potential connections to greenways

2. Community Parks

Community parks are larger than neighborhood parks and serve several neighborhoods. They range in size from 16 to 99 acres and generally serve a user area of one to two miles in radius. These parks often accommodate large group activities and include major recreation facilities, such as sports fields. Community Parks are designed to enhance neighborhood and community identity, preserve open space, and enhance the quality of life of community residents.

SIZE

16-99 acres

SERVICE AREA

Multiple Neighborhood

APPROACH

Walk/bike/car

AMENITIES

- Playgrounds
- Open Recreation Areas
- Passive Recreation Amenities
- Nature-Based Recreation Amenities
- Surfaced Sport Courts
- Athletic fields
- Disc-golf courses
- Swimming Pools/Splash Pads
- Community Centers
- Dog Parks
- Rentable Space

COMMUNITY BENEFITS

- **Recreation:** Active and passive recreation opportunities, organized sports
- **Nature:** Nature-based recreation and programming accessible to whole community
- **Accessibility:** Family-friendly spaces, programming for all ages, multi-modal access
- **Social:** Informal and formal gathering space, partnerships with service organizations, larger event spaces, educational opportunities
- **Connectivity:** Potential connections to greenways

3. Regional Parks

Regional parks are very large multi-use parks that serve the entire community and have a regional draw. They are 100 acres or larger in size. A regional park provides both active and passive recreation opportunities, with a wide selection of facilities for all age groups. They may also include areas to host sports tournaments and areas of nature preservation for activities such as sightseeing, nature study area, wildlife habitat, and conservation.

SIZE

100+ acres

SERVICE AREA

Region

APPROACH

Walk/bike/car

AMENITIES

- Playgrounds
- Open Recreation Areas
- Passive Recreation Amenities
- Nature-Based Recreation Amenities
- Surfaced Sport Courts
- Athletic fields
- Disc-golf courses
- Swimming Pools/Splash Pads
- Community Centers
- Dog Parks
- Rentable Space

COMMUNITY BENEFITS

- **Recreation:** Active and passive recreation opportunities, organized sports (Athletic)
- **Nature:** Nature-based recreation and programming accessible to whole region (Natural)
- **Accessibility:** Programming for all ages, multi-modal access
- **Social:** Partnerships with service organizations, regional organizations and associations, educational opportunities, contributes to regional identity
- **Connectivity:** Major connection / node for greenways (Natural)

4. Greenways and Natural Areas

Greenways and natural areas are publicly owned natural resources that are managed for conservation, environmental education, and passive recreational use, such as walking and nature viewing. This type of land may include wetlands, floodplain, floodway or other similar spaces. Environmentally sensitive areas are considered natural areas and can include wildlife habitats, stream and creek corridors, or areas with unique and/or endangered plant species.

SIZE

<1-10+ acres

SERVICE AREA

City

APPROACH

Walk/bike/car

AMENITIES

- Trails
- Benches
- Interpretive Signage
- Native Plantings

COMMUNITY BENEFITS

- **Recreation:** Passive recreation opportunities
- **Nature:** Nature-based recreation and restoration programming
- **Accessibility:** Multi-miodal access, improved access to and between parks, nature access
- **Social:** Informal gathering space, partnerships with restoratioin organizations, nature educational opportunities
- **Connectivity:** Major connectivity assets for broader multi-modal network and within park system

5. Linear Parks

Linear parks are developed areas that follow linear corridors such as rights-of-way, creeks, power lines, utilities, and other elongated features. This type of park usually contains trails and seating areas. Activities are generally passive in nature, such as walking, biking, wildlife watching, etc.

SIZE

1-10+ acres

SERVICE AREA

Neighborhood (as parks)
Neighborhood & City (as infrastructure)

APPROACH

Walk/bike

AMENITIES

- Passive Recreation Amenities
- Nature-Based Recreation Amenities
- Exercise Equipment
- Interpretive/interactive elements

COMMUNITY BENEFITS

- **Recreation:** Active and passive recreation opportunities
- **Nature:** Cooling benefits and increased nature access to neighborhood
- **Accessibility:** Multi-modal access
- **Social:** Informal gathering space, educational opportunities, contributes to city and neighborhood identity
- **Connectivity:** Valuable existing bike/ped connectivity assets

6. Cemeteries

Cemeteries are designated areas set aside for the burial or memorialization of the deceased. College Station has two cemeteries, they contain of park usually contains gravesites, memorial markers, columbarium, and landscaped grounds. Activities are generally passive and reflective in nature, such as visitation, remembrance, and quiet contemplation.

SIZE

Varies

SERVICE AREA

Region

APPROACH

Walk/bike

AMENITIES

Cemeteries

COMMUNITY BENEFITS

- **Social:** Protected, managed dignified burial grounds

APPENDIX PC.1: PARK CLASSIFICATION SUMMARY TABLE

Neighborhood	Walk/Bike Neighborhood	1-15 acres	◦ Playgrounds ◦ Open recreation areas ◦ Passive recreation amenities ◦ Nature-based recreation amenities ◦ Surfaced Sport Courts
Community	Walk/Bike/Car Multiple Neighborhoods	16-99 acres	◦ [Neighborhood amenities, plus] ◦ Athletic Fields ◦ Disc Golf Courses ◦ Swimming pools ◦ Community centers ◦ Dog parks ◦ Rentable Space
Regional:	Walk/Bike/Car Region Car Region	100+ acres	◦ [Neighborhood and Community amenities]
Greenways & Natural Areas	Walk/Bike/Car Neighborhood	<1 – 10+	◦ Trails ◦ Benches/low footprint gathering ◦ Interpretive signage ◦ Native plantings
Linear Parks	Walk/Bike Neighborhood	1–10+	◦ Passive recreation amenities ◦ Nature-based recreation amenities ◦ Exercise equipment ◦ Interpretive/interactive elements
Cemetery	Walk/Bike, Car Region	N/A	◦ o Cemeteries ◦ o Monuments/historic markers



CHAPTER 5

LEVEL-OF-SERVICE ANALYSIS

SUMMARY

This section summarizes the park inventory and the Level of Service (LOS) analysis for the College Station Park Master Plan update. A park inventory is a high-level overview of a park system, often including a list of existing parkland, facilities and amenities. The inventory in this plan provides a simplified summary of the park assessment, developed using data gathered during the department's system audit from 2024 to 2025. The inventory breaks down the number and type of facilities across all city parks and can help you better understand the distribution and variety of park facilities.

The park inventory also provides input values for the LOS analysis. In a Park and Recreation plan, a LOS analysis helps communities identify areas of success and need in their park system. One common way to do this is to compare local values to national standards using metrics such as park acreage per 1,000 residents, number of facilities per resident and number of programs offered annually. The LOS analysis in this plan compares values for College Station's park facilities, programs, staffing, budgeting, and funding to those of National Park and Recreation Association (NRPA) data gathered for cities of similar size (population 100,000–249,000).

The Park Inventory and the LOS will guide the development of goals and recommendations in the plan and help the City track progress and needs for the park system over time.

PARK INVENTORY

OVERVIEW SPREADSHEET

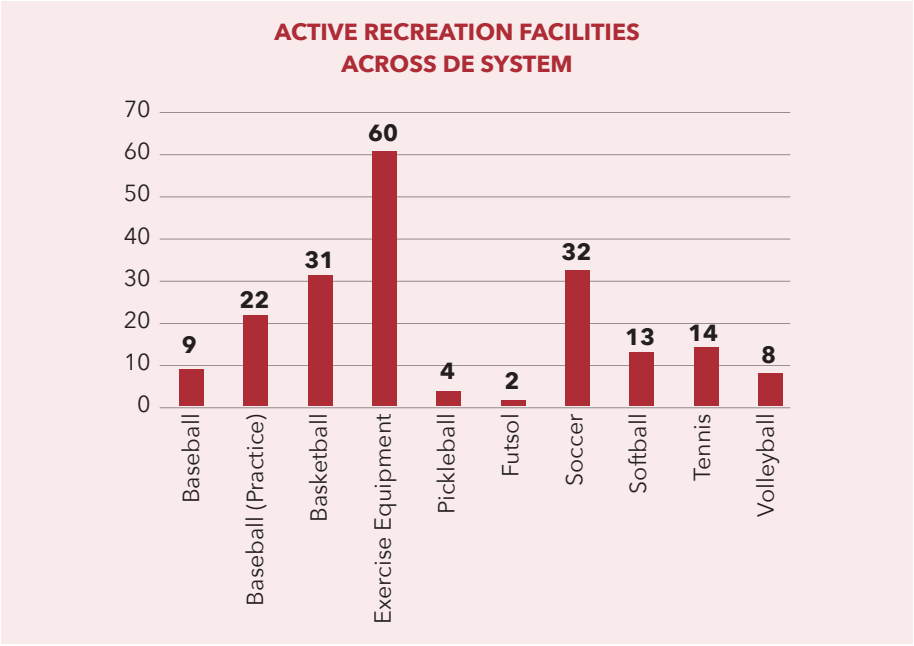
Refer to Appendix A on page 83.

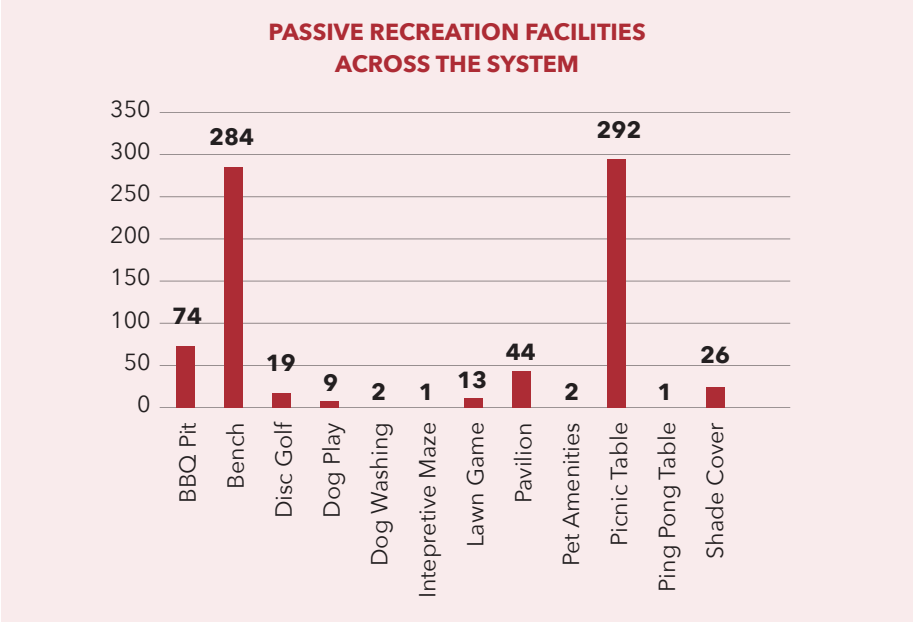
HIGH-LEVEL TAKEAWAYS

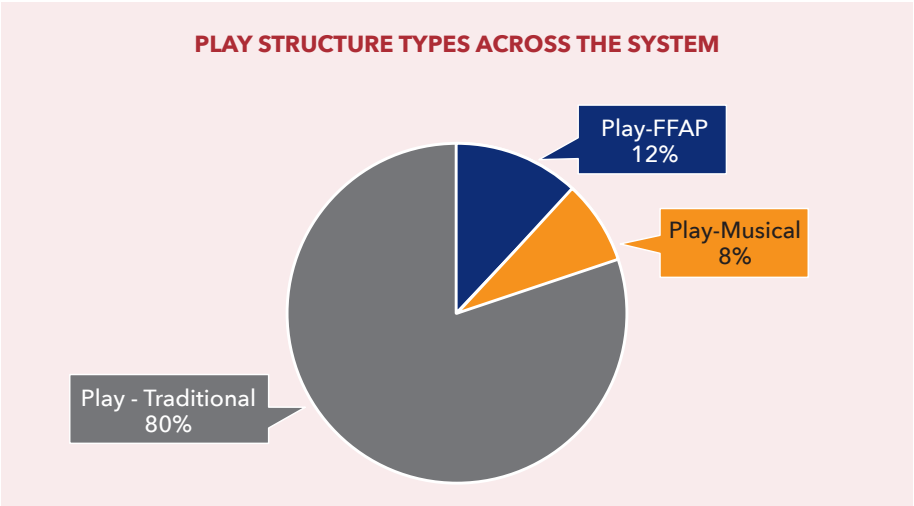
- A wide variety of active recreation facilities exist across the park system. Exercise equipment, Basketball, and Soccer are the most common facility types. Pickleball and Futsal are the least represented in the inventory, but that is not surprising given that they are less traditional emerging sports.
- Benches and picnic tables are by far the most common facility types under the passive recreation category. These facilities are found in almost every city park and are essential to a successful park system, providing places to rest, gather, and engage with the rest of the park. Passive recreation facilities, such as dog-related amenities, are less common. Still, they represent a potential growth area if the City continues to receive positive feedback from community members on their use and need.
- A vast majority of the City's play structures are traditional, but there are a growing number of other offerings, including musical and inclusive structures at select parks throughout the City. Providing a variety of play structure types across the park system matters because it ensures all children, regardless of age, ability, or interests, have meaningful opportunities to engage in play.
- Close to 46% of city playgrounds are covered by shade structures. This is nearing a majority but could be improved, especially given the increasing need to mitigate extreme heat in the region. Consider shade structure coverage alongside tree canopy coverage to broaden shade and balance structural and natural shade.

- A vast majority (84%) of city trails are paved, concrete trails. Community engagement efforts for this park planning process identified a desire for more variety of trail options, particularly natural paved trails, indicating a need to diversify trail offerings in the future.
- Only 12 city parks (22%) have nature-based recreation facilities, indicating a need to expand this type of amenity to additional parks across the system where most suitable.
- By far, the most common basic amenities found throughout the park system are trash cans and water fountains. These are offered at nearly all city parks and are essential to keeping these public spaces clean and comfortable. They also serve as a key indicator of the Department's effectiveness in providing core amenities.

SUPPORTING GRAPHS







LEVEL OF SERVICE OVERVIEW

The Level of Service (LOS) Analysis for this plan primarily uses a standards-based approach, comparing local conditions to benchmarks from peer cities across the U.S. Benchmark data were gathered by the National Recreation and Parks Association (NRPA, a U.S.-based nonprofit organization that supports park and recreation best practices and research. Figures from the NRPA's 2025 Agency Performance Review Report were used in this LOS analysis.

The overview table below compares local values for the City of College Station to benchmark metrics from cities of similar population size (100,000–249,000 people). Data collected during the park assessment from 2024 to 2025 informed the City comparison values. Additional key inputs were taken from other components of this parks plan update process, as well as data provided by City departments. The City's total population estimate (128,370) for 2023 was used as a key input value to determine metrics in the LOS. This differs from the previous parks plan's LOS analysis, which excluded the college-age population from total population figures. The analysis incorporates the City's full resident population, recognizing that all residents have the potential to use the park system. We used 54 parks as another key input for calculating LOS metrics. That figure excludes cemeteries and undeveloped parkland. The delta values on the far right of the table are shaded to indicate the city's performance compared to the 2025 national standards. A blue shaded cell indicates that the city is performing above the median standard, while an orange shaded cell indicates a performance below the median standard. In general, performing above the median standard is preferred, although with some metrics, particularly relating to the budget, performing below the median comparison value could be viewed positively. The takeaways section discusses these nuances further.

Two additional non-standards-based metrics are included in the final section of the table (Access + Comfort) to quantify and incorporate other dimensions of the city parks system. We calculated the park access metric in ArcGIS Pro to determine populations within a 10-minute walk of city park entrances. We used OpenStreetMap to generate the service area in Network Analyst and combined it with block-level census population data. We determined tree canopy coverage using the National Land Cover Database's Tree Canopy Cover layer, apportioning coverage only within park boundaries and representing average canopy cover across the entire system. Because these metrics lack national standards, we provide short-, medium-, and long-term targets as aspirational yet feasible benchmarks.

This LOS analysis is a snapshot in time, and the results were assessed and acted upon alongside other factors, including but not limited to community engagement feedback, population growth, and demographic changes/trends.

OVERVIEW TABLE

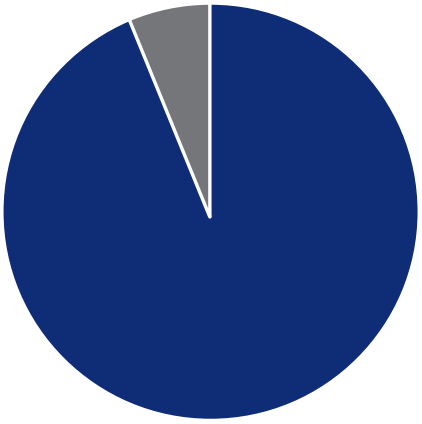
FACILITIES				
LOS Metric	College Station (2025)	Comparison Value (2025 NRPA Values for jurisdictions with pop. 100,000 – 249,000)		Delta Value (College Station vs. Median Comparison Value)
		Median Value	Upper Quartile Value	
Number of residents per park (calculation excludes cemeteries and undeveloped parks)	2,377	3,437	2,186[1]	1,059
Acres of parkland per 1,000 residents (calculation excludes cemeteries and undeveloped parks)	12.4	9.2	16.5	3.2
Miles of trails	42	29	57	13
LOS Metric	College Station Value 2025	Comparison Value (2025 NRPA Values for jurisdictions with pop. 100,000 – 249,000)		Delta Value (College Station vs. Median Comparison Value)
		Median Value		
Diamond Fields (residents per facility)	5,835	6,821		986
Basketball Courts (residents per facility)	4,141	9,742		5,601
Soccer Fields (residents per facility)	4,011	7,993		3,982
Volleyball Courts (residents per facility)	16,046	39,166		23,120
Tennis Courts (residents per facility)	9,169	8,587		582
Pickleball Courts (residents per facility)	32,092	6,782		25,311
Play Equipment/ Playgrounds (residents per facility)	1,411	5,000		3,589
Restrooms (residents per facility)	6,113	6,782		669

[1]This is the lower quartile value because that is the more aspirational figure, e.g. less residents per park is a better performance than more.

PROGRAMMING + STAFFING				
LOS Metric	College Station Value 2025	Comparison Value (2025 NRPA Values for jurisdictions with pop. 100,000 – 249,000)		Delta Value (College Station vs. Median Comparison Value)
		Median Value	Upper Quartile Value	
Number of programs offered annually	6,261	490	2,338	5,771
Number of FTEs in the Parks Department	74	130.5	195.9	56.5
Number of FTEs per 10,000 residents	5.8	8.2	12.2	2.4
BUDGET + FUNDING				
LOS Metric	College Station Value 2025	Comparison Value (2025 NRPA Values for jurisdictions with pop. 100,000 – 249,000)		Delta Value (College Station vs. Median Comparison Value)
		Median Value	Upper Quartile Value	
Annual operating expenditures (rounded)	$11,543,942	$14,754,000	$24,863,000	$3,210,058
Operating expenditure per capita	$88.96	$94.27	$157.43	$5.3
Earned revenue as percentage of operating expenditures	9.6%	26.2%	40%	16.6%
Five-year capital budget spending (rounded)	$13,769,436	$25,550,000	$60,836,000	11,780,563

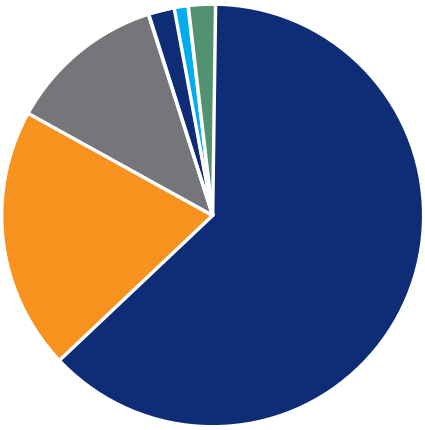
Source of operating expenditure

COLLEGE STATION FY24



- General Fund
- Earned Revenue
- Special Taxes
- Operating Grants
- Sponsorships/In kind donations/ Private Grants
- Other

NRPA STANDARDS 2025



- General Fund
- Earned Revenue
- Special Taxes
- Operating Grants
- Sponsorships/In kind donations/ Private Grants
- Other

ACCESS + COMFORT				
LOS Metric	**College Station Value 2025**	**3-year target**	**5-year target**	**15-year target**
Park Access (populations within a 10-minute walk to a city park entrance[2])	67.38%	75%	80%	90%
Systemwide Tree Canopy Coverage	32.6%	35%	40%	50%

[2]A 10-minute walk is generally considered about one-half mile for an able-bodied person and is often viewed as the upper limit most people are willing to walk to reach a destination.

LEVEL OF SERVICE TAKEAWAYS

AMENITIES

College Station performs above the median comparison values for both key LOS metrics: number of residents per park and acres of parkland per 1,000 residents. While both metrics provide valuable insight, they do not account for the spatial distribution of parks or park access. A separate metric for park access has been calculated as part of this analysis and will be discussed later in this section. These metrics indicate that the City provides enough parks and green space for its current population; however, additional parks and park acreage will likely be needed in the future given expected population growth. The most recent comprehensive plan assessment estimated that the population is expected to grow to 146,729 to 156,717 people by 2030.

The City provides more miles of trails compared to peer cities but has not yet reached the upper-quartile benchmark. The upper quartile represents the threshold for the top 25% of the dataset. To maintain its position as a leading agency, College Station should aim to meet or exceed this benchmark and others.

The City performs well compared to peer cities in providing basketball, baseball/softball, soccer, and volleyball facilities. However, it sits below the median for tennis and pickleball facilities. The largest gap is in pickleball, which is not surprising given its relatively recent rise in popularity. As a destination and hub for recreational tournaments and sports tourism, College Station's strong performance across many of the sports facility metrics reflects the effort and diligence the Department puts into providing and maintaining a robust portfolio of active recreational facilities.

PROGRAMMING AND STAFFING

Like the amenities metrics, College Station performs very well in providing a large amount of recreational programming compared to other peer parks and recreation departments. The city sits comfortably above the upper quartile benchmark for this figure. This reflects the department's commitment to offering a variety of programs across categories ranging from youth sports, summer camps, aquatics, senior programming, and nature-based recreation. Moving forward, the department should aim to maintain this standing while continuing to assess its program offerings for diversity and participant satisfaction.

The City's Parks and Recreation Department operates effectively despite having significantly fewer staff than many peer cities. Community engagement findings indicate that the department is generally meeting residents' needs with its current staffing levels. However, this LOS metric highlights the need for additional staff in the future to maintain this high level of service. This is especially evident given the anticipated population growth and the development of new park and recreation areas, particularly large parks such as Texas Independence Park at Midtown, which will need significant staffing to maintain. Staffing is also a key consideration for maintaining programming levels and potentially expanding natural recreation areas.

BUDGET AND FUNDING

Similar to staffing levels, the Parks and Recreation Department operates on a lean budget compared to peer cities, which could be viewed positively or negatively. On the positive side, the City appears to meet community needs despite fewer operating resources. A smaller budget can signal efficiency and innovation, and a department that effectively maximizes resources and builds strong partnerships to deliver parks and recreation services. At the same time, a constrained budget can carry limitations or risks, including deferred maintenance, reduced service levels, and limited staff capacity.

The City relies predominantly on general funds to operate. A strong reliance on general funds can be viewed positively because it is typically a more stable, predictable funding source that is easier to manage. On the other hand, overreliance on general funds can leave the department vulnerable to changes in political support and economic ups and downs. Looking ahead, the City should diversify its funding sources and build a more resilient funding strategy while balancing the trade-offs of using other sources such as grants, earned revenue, or special funds.

The department's five-year capital budget is also lower than that of peer park systems. Potential benefits of this are like those described for smaller operating budgets. It suggests the City is efficient or selective with its resources and has strong partnerships to help provide facilities. Potential limitations for smaller capital budgets include a growing backlog of capital project needs and limited system growth. A small capital budget isn't inherently problematic, but it must be addressed alongside other key factors like population growth and the age or condition of existing assets.

ACCESS AND COMFORT

Most College Station residents live within a 10-minute walk of a City park. While the National Recreation and Park Association (NRPA) does not track this metric, other organizations, such as the Trust for Public Land (TPL), measure it nationally. TPL estimates that approximately two out of three Americans live within a 10-minute walk of a park. A 10-minute walk is generally considered about one-half mile for a non-disabled person and is often viewed as the upper limit most people are willing to walk to reach a destination. College Station performs slightly above the national average on this measure. Still, it should strive to increase this metric and increase access through strategic investments in parks and mobility infrastructure, along with development policies that promote walkability to help further increase park access.

The average tree canopy coverage at city parks across the system is 32.6%. The benefits of tree canopy coverage in parks are numerous, including heat reduction, better air quality and stormwater management, psychological benefits for residents, and better infrastructure protection, to name a few. The City should increase tree canopy coverage in parks through stronger tree-protection programs, more resources for tree maintenance and care, and continued support for tree-planting initiatives. One specific initiative supporting tree canopy expansion is the City's "Cooling College Station" plan from 2022, a five-year planting plan geared toward urban heat mitigation. The Parks and Recreation Department is a key partner in implementing this plan and should continue to use it when making strategic decisions about where to increase the City's tree canopy coverage.

ACTING ON THE PARK INVENTORY AND LEVEL OF SERVICE FINDINGS

The park system inventory provides a comprehensive overview of the City's parks and recreation assets. At the same time, the Level of Service (LOS) analysis evaluates how effectively these facilities and amenities serve residents and how they compare to peer communities. Findings from these analyses informed the development of the priority maintenance table (see Appendix A) and directly shaped the final recommendations and strategic action plan.



CHAPTER 5

GOALS AND IMPLEMENTATION

STRUCTURE

To develop a road map for the Department to continue its track record of providing a high-quality parks and recreation system, we undertook a process to identify Departmental and community needs, establish goals and objectives to guide the Department's efforts, and develop an Implementation Plan to reach these goals. This set of goals and objectives resulted from the community engagement process, engagement and discussions within the department, and an analysis of the existing park system and programming portfolio.

The Goals below reflect the broad areas of purpose for the department over the next 5 years. Objectives are courses of action that guide internal decision-making and provide specific, targeted paths to achieve those goals, while Strategies signify the measurable outcomes of implementing those objectives. Specific Action Steps to reach these outcomes can be found in the Implementation Plan.

DEPARTMENTAL AND COMMUNITY PRIORITIES

During the engagement process, we identified several dimensions of parks and recreation in College Station that the community considers a priority. We integrated these dimensions into the plan's goals and objectives to ensure the resulting plan provides a robust, comprehensive approach to fostering a dynamic parks and recreation system responsive to community priorities. To ensure continuity with broader City planning efforts, which is key to a successful multi-dimensional approach, the community priority dimensions are presented below as they align with the five pillars of parks and recreation identified in the 2021 Comprehensive Plan. All goals and objectives put forward in this plan are aligned with at least one of these City and community priorities.

Experience & Engagement

- Public education
- Arts and culture
- Recreational Programming (opportunities for recreation)

Capital, Operational & Maintenance Funding

- Economic development

Natural Resource Management

- Habitat restoration and conservation

Growth & Sustainability

- Public health
- Public safety
- Managing population growth and increased demand for services

Accessibility & Inclusion

- Park access
- Bike/ped connectivity

GOALS

Goal 1. Improve Environmental Health and Engagement with Nature.

College Station is home to a diverse range of ecosystems and natural resources. The Department should continue efforts to improve access to and engagement with nature by increasing access to nature areas and expanding nature programming in College Station's parks. In doing so, the department can pursue opportunities to improve environmental health and mitigate environmental impacts by using nature-based approaches, increasing vegetative cover, and continuing conservation restoration efforts.

Goal 2. Improve Access to Parks and Inclusive Play Opportunities.

The College Station community takes great pride in its extensive system of parks, all of which provide unique offerings for different park users. In the coming years, the Department can welcome existing and new park users by expanding access to parkland across the City, leveraging existing linear parks and the greenway system, and offering additional inclusive programming and amenities.

Goal 3. Provide High-Quality Active Recreation Amenities and Facilities.

College Station's park system is known regionally for sports tourism and active recreation opportunities. The Department can build on this success by improving public health through dynamic active recreation opportunities, maintaining high-quality athletic facilities, and supporting sports tourism.

Goal 4. Enhance Parks Department Systems.

With over 70 full-time employees, the Parks and Recreation Department relies on strong internal systems to drive continuous park improvements and deliver quality offerings to the College Station community. Interdepartmental coordination, program and facility assessments, and sustained community engagement are essential to ensuring effective, long-term stewardship of the City's parks and recreational facilities.

Goal 5. Strengthen Strategic Partnerships

The City recognizes that long-term success in conservation, recreation, and community wellbeing depends on an informed and engaged community. By leveraging relationships with leading regional institutions, athletic and hospitality programs, healthcare providers, student organizations, and community groups, College Station will expand access to environmental education, volunteer-driven stewardship, citizen science opportunities, local sports and recreational programming, and initiatives that promote the health and wellbeing benefits of parks and recreation services.



Goal	Objective	Strategy	Action Steps
GOAL 1: IMPROVE ENVIRONMENTAL HEALTH AND ENGAGEMENT TO NATURE	Objective 1: Enhance and expand nature-based recreation	Strategy 1: Increase access to and engagement with nature.	Develop new trails in undeveloped parks that have significant existing natural features.
			Install new interpretive signage near riparian restoration areas, such as Wolf Pen Creek, to build public awareness and increase engagement.
			Continue to expand nature-based interpretive signage to other parks in complement to nature-related improvements.
			Evaluate existing natural water features for opportunities to improve access or engagement, such as new riparian plantings, overlooks, or trails.
		Strategy 2: Provide more opportunities for birding at City parks.	Assess accessibility of natural spaces to ensure there are opportunities for all to participate in birding.
			Explore additional bird-related features, such as owl boxes with cameras, that support bird habitat needs while providing additional public engagement.
			Identify bird-friendly native planting list for public parks and spaces.
		Strategy 3: Maintain opportunities for fishing at City parks.	Identify a new source for fish to stock public ponds.
			Engage with the external partners to explore the potential of a collective buying approach.
	Objective 2: Improve nature-based programming	Strategy 1: Expand community engagement in restoration programming.	Dedicate additional resources to support conservation and nature programming.
			Expand volunteer programming to engage the community in restoration efforts at additional parks.
			Continue to collaborate with partner organizations to grow community participation in restoration at parks and greenways.
		Strategy 2: Increase access to nature-based programming across the parks system.	Expand nature-based recreation programming for all ages through existing afterschool programming.
			Expand senior nature-based programming related to birding.
		Strategy 3: Provide programming that promotes engaging with nature to improve health and mental wellbeing.	Continue to grow nature-based passive recreation programming opportunities.
			Develop engagement materials that promote the social and health benefits of engaging in nature.
			Explore partnerships with local healthcare providers and organizations.

Goal	Objective	Strategy	Action Steps
GOAL 1: IMPROVE ENVIRONMENTAL HEALTH AND ENGAGEMENT TO NATURE	Objective 3: Build community resilience through nature-based solutions.	Strategy 1: Explore opportunities for nature-based approach to managing rainwater runoff in City parks.	Evaluate the riparian restoration and creek stabilization used at Wolf Pen Creek Park to address current or future erosion or other flooding-related issues.
			Widen our efforts to incorporate nature-based features such as native grass buffers alongside vegetated swales adjacent to new or existing hardscape trails.
			Formalize riparian zones along creeks and other low-lying areas for conversion of turf to native plantings.
			Work with GIS staff to perform an analysis that identifies high vulnerability areas that would benefit most from nature-based improvements on parkland.
		Strategy 2: Increase vegetative cover to reduce heat in City parks.	Prioritize planting locations at specific parks identified in the Cooling College Station plan.
			Refer to heat mapping in Cooling College Station plan to help prioritize new park development needs.
			Prioritize shade and support trees that are well suited to park-specific site qualities such as soil characteristics.
			Incorporate understory native groundcover and perennial plantings into new and recent tree plantings to help retain moisture and improve survivability rates.
		Strategy 3: Continue to strengthen and build partnerships that allow for expanded heat mitigation efforts.	Continue to support the Department's tree giveaway program in alignment with the City's Cooling College Station Plan.
			Continue to collaborate with Texas A&M Forest Service to host community events like Trunk or Tree-t.
			Build on existing relationships with key partners to expand collaboration around tree plantings and public engagement about tree selection, establishment, and maintenance.
	Objective 4: Continue and expand upon ecologically focused initiatives.	Strategy 1: Prioritize park improvements that preserve or regenerate nature.	Develop internal design specifications for native plantings, including reference plant lists and maintenance practices.
			Assess the park system for opportunities to convert under-performing ornamental plantings or low/no utility turf areas to native plantings.
			Work with the Volunteer and Community Engagement Coordinator to expand volunteer workdays to additional parks.
			Prioritize the preservation of existing nature on undeveloped parkland.
		Strategy 2: Prioritize proactive conservation of natural resources, endangered species and pollinators through designations.	Maintain or expand programming and operational efforts that support the City's Bird City initiative.
			Maintain or expand programming and operational efforts that support the City's and the Mayor's Monarch Pledge initiatives.
			Expand plant giveaways for native plants that support bird and monarch butterfly needs.
			Maintain efforts that support the City's Tree City USA initiatives.
		Strategy 3: Develop trainings to build maintenance staff capacity to establish and maintain native plantings.	Continue collaboration with A&M AgriLife Extension Services and A&M University department partners to create training for maintenance staff on native planting planning, establishment, and maintenance.
			Ensure the Department maintains at least one FTE that is an ISA-certified arborist.

Goal	Objective	Strategy	Action Steps
GOAL 2: IMPROVE ACCESS TO PARKS AND INCLUSIVE PLAY	Objective 1: Activate linear parks	Strategy 1: Invest in amenities and programming within linear parks to enhance the user experience and increase community engagement.	Create "placemaking nodes" featuring points of interest and spaces for gathering.
			Incorporate features such as seating areas, lighting, public art and fitness stations, creating more inviting, accessible, and active spaces that encourage recreation, social interaction, and long-term public use
			Add native trees and plants to increase comfort and engagement in linear parks by providing shade, buffering noise and air pollution, and fostering a more natural aesthetic.
		Strategy 2: Build awareness of linear parks.	
		Strategy 3: Improve Department capacity to engage with developers around parkland dedication.	Review strategies to review any new parkland dedication during the development review process.
			Formalize park standards that promote the ways developers can benefit from higher-quality parkland dedications.
			Identify improvements in parkland dedication zones.
	Objective 2: Increase park access through greenways.	Strategy 1: Utilize greenways to fill gaps in the city's bike/pedestrian network.	Coordinate with Planning and Development Services on active transportation in relevant long-range planning and capital planning efforts.
			Identify new trail developments in greenways that align with Active Transportation planning priorities.
		Strategy 2: Invest in greenways to create new public recreation spaces.	Install low-footprint amenities that do not increase impervious cover in greenways.
			Explore the feasibility of permeable surfacing for greenway trails.
		Strategy 3: Maintain safety along greenway trails.	Work closely with Planning and Development Services on micromobility safety education and outreach.
			Identify appropriate dark sky-compliant lighting for greenway trails.
	Objective 3: Expand inclusive play and programming	Strategy 1: Evaluate participation and community needs to identify potential improvements to adaptable/accessible programming.	Analyze programming participation data and preferences of existing participants to identify new programming opportunities.
			Engage with other local service providers to identify opportunities/gaps for additional all-abilities programming.
		Strategy 2: Install new all-abilities play features at additional parks.	Assess the locations of existing all-abilities features to identify priority parks to improve access to distant residential areas.
			Engage all-abilities programming participants to identify priority parks for new all-abilities play features.

Goal	Objective	Strategy	Action Steps
GOAL 3: PROVIDE HIGH-QUALITY ACTIVE RECREATION AMENITIES AND FACILITIES	Objective 1: Provide access to active recreation opportunities	Strategy 1: Continue providing active recreation opportunities to support broader public health goals.	Monitor participation in key active recreation programming categories such as swimming, basketball, softball, and tennis to identify growing demand.
			Maintain a dynamic approach to active recreation programming that adjusts programming to shifting participation patterns.
			Prioritize accessible active recreation facilities that require minimal equipment or organization to use in parks.
	Objective 2: Invest in the maintenance and expansion of parks and facilities	Strategy 1: Ensure the parks system provides sufficient high-quality recreational facilities to meet community needs and preferences.	Evaluate undeveloped or underutilized parks for opportunities to build new or improve existing infrastructure to meet growing demand.
			Continue to develop and utilize multi-use field arrangements that allow for flexible uses and better responsiveness to changes in community preferences.
			Incorporate new disc golf courses and other low-footprint recreational amenities in parks.
			Hire a consultant to perform a comprehensive assessment of pool facilities to identify maintenance needs.
		Strategy 2: Maintain, repair, or replace existing recreational facilities and amenities.	Establish a process to prioritize maintenance and replacement needs based on the conditions assessment. Refer to Level of Service in Appendix on page 87.
		Strategy 3: Monitor shifting population demographics and community needs to adjust future priorities and funding for parks and recreational facilities.	Continue internal public engagement efforts at Parks and other City events to identify shifting recreational facility preferences and needs.
	Objective 3: Support sport tourism excellence	Strategy 1: Continue to maintain and make improvements to facilities that support sport tourism.	Develop tournament facility maintenance plan based on a bi-annual park system inventory assessment to balance priority maintenance needs with longer-term considerations.
		Strategy 2: Pursue additional sport tourism opportunities.	Explore the feasibility of disc golf tournaments and mountain bike races at the new Texas Independence Park at Midtown.
	Objective 4: Identify and secure alternative funds to support all aspects of parks and recreation	Strategy 1: Cultivate community and corporate partnerships and/or sponsorships that expand community programs and events.	Promote the Adopt a Greenways program to build broader buy-in for creek restoration and create a focused pipeline of corporate volunteers for restoration efforts.
			Launch a new Adopt-a-Park program that engages local neighborhoods and businesses as stewards of their local parks.
			Expand community engagement to increase sponsorship opportunities to promote programs and events.

Goal	Objective	Strategy	Action Steps
GOAL 4: ENHANCE PARKS DEPARTMENT SYSTEMS	Objective 1: Perform regular internal assessments	Strategy 1: Assess park system facilities, amenities, and programming on an ongoing basis.	Refine our quarterly Park Maintenance Standards process through our asset management system to include a parks system inventory assessment.
			Develop a process to implement our program and event evaluation form to administer Program Life-Cycle Assessments.
			Standardize program names for easier tracking and analysis of participation over time.
	Objective 2: Expand and maintain consistent community engagement	Strategy 1: Engage the community on an ongoing basis to collect feedback on delivery of park services and emerging needs.	Conduct follow-up community engagement for Wolf Pen Creek Park, Bee Creek Park, and Brother Pond to clarify park usage, needs, and priorities.
			Create a process to gather input to inform park experience and program evaluation through an evaluation process with enhanced data collection and established metrics.
			Leverage the newly established Department social media accounts to build awareness of the Department's efforts and recreational or programming opportunities.
			Proactively pursue interdepartmental coordination with the Public Communications Department on digital and print collateral to grow participation in programs and attendance at events.

Goal	Objective	Strategy	Action Steps
GOAL 5: STRENGTHEN STRATEGIC PARTNERSHIPS	Objective 1: Formalize partnerships with Texas A&M University, Texas A&M AgriLife Extensions Services, the Rio Brazos Audubon Society, and Texas A&M Forest Service to enhance natural resource management.	Strategy 1: Establish a framework for engaging Texas A&M University student organizations on a project-by-project basis as appropriate opportunities arise.	Establish points of contact with student groups and relevant support faculty or department staff (e.g. faculty sponsors of student groups).
			Actively coordinate with relevant student groups to identify students interested in contributing to City conservation initiatives through volunteer service, capstone projects, internships, or independent study.
		Strategy 2: Create public education programming and citizen science initiatives that engage Texas A&M University students in teaching and leadership opportunities.	Co-develop education programs and events that build community knowledge and connection to local ecosystems, with TAMU student volunteers serving as educators and program support .
			Support citizen science initiatives within City parks to generate meaningful ecological data while deepening public engagement, leveraging Texas A&M University student groups to lead these events.
		Strategy 3: Connect local organizations with Texas A&M University students to build collective capacity and community engagement in restoration efforts.	Finalize a Volunteer Program that enables residents and students to participate in habitat restoration, invasive species removal, native planting events, and ongoing monitoring activities.
		Strategy 4: Formalize partnerships with the Texas A&M Forest Service, Texas AgriLife Extension to support and build capacity for Department preservation, restoration and educational efforts.	Establish points of contact with the Texas A&M Forest Service and Texas AgriLife Extension Services offices.
			Continue to work with the Rio Brazos Valley Audubon Society to support Bird City efforts and other bird-related programming and initiatives.
	Objective 2: Explore partnerships with Texas A&M University's to strengthen tournament hosting and sports tourism capacity.	Strategy 1: Formalize partnerships with Recreational Sports and Athletics Departments to enhance access to local leagues and recreational programming.	Establish points of contact with Texas A&M University's Recreational Sports and Athletics Department offices.
		Strategy 2: Formalize partnerships with the School of Hospitality, Hotel Management, and Tourismand to build capacity to strengthen tournament hosting and sports tourism capacity.	Establish points of contact with Texas A&M University's School of Hospitality, Hotel Management, and Tourism offices.
	Objective 3: Explore partnerships with CHI St. Joseph Health, Baylor Scott & White Health and the Texas A&M School of Public Health to promote the health and wellbeing benefits provided by parks and recreation services.	Strategy 1: Formalize partnerships and build capacity to support the promotion of health and wellbeing benefits provided by parks and recreation services.	Establish points of contact with the Texas A&M School of Public Health.
		Strategy 2: Formalize partnerships and build capacity to integrate parks and recreation services into clinical and community health initiatives.	Establish points of contact with CHI St. Joseph Health.
			Establish points of contact with Baylor Scott & White Health.





APPENDIX



PARK INVENTORY ATTACHMENTS

Park Name	Active Recreation										Play				Trails			Nature-Based Rec		Interpretive/Cultural	
	Baseball	Baseball (Practice Backstop)	Basketball	Exercise Equipment	Pickleball	Futsal	Soccer	Softball	Tennis	Volleyball	Play - FFAP	Play - Musical	Play - Traditional	Shade Cover	Trail - Asphalt	Trail - Concrete	Trail - Natural	"Planters/ Plant Beds"	Pond	Interpretive Signage	Monument
Anderson Park			2		4	2	5						1	1				5			
Art & Myra Bright Park													2			3	1				
Barracks II			4	18						2								1			
Bee Creek Park								2	4	1			4	2		1		2		1	
Billie Madeley Park																	1			1	
Brian Bachmann Park	6	4	2				5		4	1			1	3							
Bridgewood Park																					
Brison Park																					26
Brothers Park		2	1	11									2	1		1			1	15	
Carter's Crossing																1					
Castle Rock Park		1					1						3	1							
Castlegate Park			1	1					2				2	1					1		
Cove of Nantucket																1					
Creek View Park				4									1								
Crescent Pointe				3												1					
Cy Miller Park																1			1	1	1
Eastgate Park																		2			
Edelweiss Gartens			1										2	1							
Edelweiss Park		1	1				1			1			2	1							
Emerald Forest Park			1										1			1					
Etonbury Park																					
First Down Park																			1		1
Gabbard Park		2										1	2	2					1		1
Georgie K. Fitch Park		2	1										2			1					1
Jack and Dorothy Miller Park		2	1				1						4	2		1				1	1
John Crompton Park			1										1			1		2	1	23	
Lemontree Park			1					1					1								
Lick Creek Park																1	2			8	1
Lions Park			1										2								
Longmire Park																1					
Luther Jones Park								1													

Park Name	Active Recreation										Play				Trails			Nature-Based Rec		Interpretive/Cultural	
	Baseball	Baseball (Practice Backstop)	Basketball	Exercise Equipment	Pickleball	Futsal	Soccer	Softball	Tennis	Volleyball	Play - FFAP	Play - Musical	Play - Traditional	Shade Cover	Trail - Asphalt	Trail - Concrete	Trail - Natural	"Planters/ Plant Beds"	Pond	Interpretive Signage	Monument
Midtown Reserve													2	1		1					
Northgate Park																					
Oaks Park			1							1			1								
Parkway Park													2								
Pebble Creek Park (PARD Property)							1						2	1							
Pebble Creek Park (School Property)		2	1										3	3		1					
Phillips Park																					
Reatta Meadows				1							1		3	1		1					
Richard Carter Park																				5	8
Sandstone Park		4	1	1			2						1	1		1					
Southern Oaks			1										2	1		1		1			
Southwest Park				2												1			1		
Steeplechase Park			1										1	1				8		4	
Thomas Park			2	2					2				3	2							3
University Park													2	1	2			1			
Veterans Park Athletic Complex							13	5				1	3	3		1		18		25	31
W.A. Tarrow Park	3	2	3										3			1					1
Wallace Lake Park				6												1				3	
Windwood Park													2								
Wolf Pen Creek Park													1	1		1			1		
Woodcreek Park			1							1			1			1					
Woodland Hills Park													3	2		1		1			
Stephen C. Beachy Central Park			1	11			3	4	2	1	10	5	3	9		1		1	2	2	
GRAND TOTAL	9	22	31	60	4	2	32	13	14	8	11	7	73	42	2	28	4	43	10	89	75

PARK INVENTORY ATTACHMENTS

Park Name	Passive Recreation												Basic Amenities				
	BBQ Pit	Bench	Disc Golf	Dog Play	Dog Washing	Intepretive Maze	Lawn Game	Pavilion	Pet Amenities	Picnic Table	Ping Pong Table	Shade Cover	Dog Waste	Dog Watering Bowl	Restroom	Trash Cans	Water Fountain
Anderson Park		9								5					1	10	2
Art & Myra Bright Park	2	3						1		4							1
Barracks II	2	17					4	1	2	5	1	8	1	1			5
Bee Creek Park	2	13					1	2		17		2			1		7
Billie Madeley Park		3															
Brian Bachmann Park	1						1	1		25					3		1
Bridgewood Park	2	2								4							
Brison Park		3															1
Brothers Park	3	5						1		5							1
Carter's Crossing	1							1		2							
Castle Rock Park	2	1						1		2							1
Castlegate Park	1	8						1									1
Cove of Nantucket		2															
Creek View Park	1	4						1		2							1
Crescent Pointe		4															1
Cy Miller Park	1	3						1		1							1
Eastgate Park																	
Edelweiss Gartens	1	1						1		2							1
Edelweiss Park		3						1								4	1
Emerald Forest Park	2	3								2						2	1
Etonbury Park	1							1		1						1	
First Down Park		12														2	
Gabbard Park	3	9						1		3						7	1
Georgie K. Fitch Park	2	2						1		4						5	1
Jack and Dorothy Miller Park	3	10						1		3						4	2
John Crompton Park	3	8						2		13						12	5
Lemontree Park	2	5								2		1			1	4	1
Lick Creek Park		2						1							1	3	
Lions Park	2	2								2						4	1
Longmire Park	2	2								2						4	1
Luther Jones Park		1														1	1

Park Name	Passive Recreation												Basic Amenities				
	BBQ Pit	Bench	Disc Golf	Dog Play	Dog Washing	Intepretive Maze	Lawn Game	Pavilion	Pet Amenities	Picnic Table	Ping Pong Table	Shade Cover	Dog Waste	Dog Watering Bowl	Restroom	Trash Cans	Water Fountain
Midtown Reserve		2											2			2	1
Northgate Park	2	18						1		4						5	2
Oaks Park	3	3	9				6			10					1	8	1
Parkway Park	1	2								1						1	1
Pebble Creek Park (PARD Property)		2														1	1
Pebble Creek Park (School Property)		7					1	2		2						4	2
Phillips Park	1	2						1		1						1	1
Reatta Meadows	2	3						2		2						4	1
Richard Carter Park		7						3								3	1
Sandstone Park		4						1								5	1
Southern Oaks		3	9					1		2						3	1
Southwest Park	1	2								3		1				1	
Steeplechase Park	2	10			1			1		3			1			7	1
Thomas Park	6	3						2		9						12	3
University Park	1	10		9	1			1		8			10			9	
Veterans Park Athletic Complex	1	30						3		80		4			6		8
W.A. Tarrow Park	2	4						1		2						4	
Wallace Lake Park		2														1	
Windwood Park	2	1						1		3						2	1
Wolf Pen Creek Park			1												3		
Woodcreek Park	1	4								1						3	1
Woodland Hills Park		2						1		2			1			2	1
Stephen C. Beachy Central Park	8	23				1		3		50		10			4		14
GRAND TOTAL	74	284	19	9	2	1	13	44	2	292	1	26	15	1	21	144	82

LEVEL OF SERVICE - PRIORITY MAINTENANCE INVENTORY

Priority	Potential Safety Hazard	Future Maintenance

Park Name	Feature - Simplified	Amenity	Qty	Condition	Condition Score	Description	Maintenance Need Type	Maint. Recommendations	Work Needing Execution
Anderson Park	Active Recreation	Basketball Court	2	Fair	2	Duel Court, 4 goals, red and tan court coloring	Resurfacing	Courts need to be resurfaced and weeds need to be reoved from expansion joints.	
		Soccer Goals	4	Fair	2	Soccer goals PVC/Steel tubing with nets. Dimensions: 6'6" tall x 12'6" wide	Repair	Goals are old and worn. Need paint and new nets or replace all.	
	Infrastructure	Trash Cans	5	Poor/Fair	1.5	Wood planks painted green, steel ring	Minor Replacement	Wood planks are broken, rotted and the paint is chipping off. Need new wood and paint.	
		Water Fountains	2	Poor/Fair	1.5	2 concrete exposed aggregate fountains with 2 bowls each.	Replacement	One fountain appears to have had a third dog bowl that was removed. Fountain is broken up and both need to be replaced.	
		Bathroom/Storage Facility	1	Fair	2	CMU structure with composite roof.	Cleaning	Needs cleaning, paint and general repair. Uninteresting. Extremely utilitarian. Needs upgrade.	
		Parking Lot	1	Fair/Good	2.5	31 parking slots, concrete	Repair	Parking lot needs striping and concrete repair. Remove asphalt patching.	
	Passive Recreation	Planter Beds	5	Fair/Poor	1.5	CMU planter stones glued in place 5'X5'X20" Tall	Replacement	Many stones missing, trees in planters have been removed or have been cut down. Planters need to be rebuilt or removed.	
	Play Structures	Playground Shade Cover	1	Fair	2	Rectangular shade tarp stretched ove steel tub frame. Frame has two hip yokes.	Cleaning	Holes in cloth, mold on entire cloth. Pipe structue needs ro be pressure washed.	
		Play Structure	1	Fair/Good	2.5	Monkey bars, regular slides, multi-deck, 1 intended use sign, poured in place fall zone.	Replacement	Play structure showing age, paint missing, plastic worn, In tact. Fall zone has wholes and cracks. Needs replacement.	
Art & Myra Bright Park	Infrastructure	Park I.D. Sign	1	Fair	2	Composite material sign (Cylex) and posts, paint.	Replacement	Needs repainting or replacement	
Barracks II	Infrastructure	Trash Can	1	Poor	1	Green wood slats with steel ring construction	Replacement	Trash can needs replacement. Wood is broken and paint is faded.	
		Trash Can	1	Poor	1	Wood slats painted green with a steel ring structure	Replacement	Replace trash can with composite unit	
	Passive Recreation	Outdoor Ping Pong Table	1	Poor	1	Ping ponf table perminately mounted to concrete slab.	Repair	Net is missing and table is not level	
		Shade Cover	1	Poor	1	14'x22' black rectangular steel structure supported by 2 round steel posts with a hip style roof formed by 2 angled yokes.	Replacement	14'x22' Black shade cover is missing	
		Square Picnic Table	1	Fair/ood	2.5	4'X4' square expended metal picnic table coated with black PVC and supported by tubular frame.	Repair	Table is not stable, one of 4 benches is lose and needs repair.	

Priority	Potential Safety Hazard	Future Maintenance							
Park Name	**Feature - Simplified**	**Amenity**	**Qty**	**Condition**	**Condition Score**	**Description**	**Maintenance Need Type**	**Maint. Recommendations**	**Work Needing Execution**
Bee Creek Park	Active Recreation	Tennis Courts	4	Poor/Fair	1.5	4 courts side by side, 10 ft chain link fence fabric, 9 gauge, 8 net posts and 4 nets, 4 net tie downs.	Repair	Court is heaving due to tree roots located at one end. Renovation will be underway within the next few months.	
		Batting Cage	1	Fair/Good	2.5	Concrete slab, 6 ft- 4 rail chain link 9 gauge fence, 3 vertical 4" dia. post's with horizontal post positioned in the middle and at both ends of the batting cage. There are 3 cables supporting netting that runs the length of the batting cage. Fall zone material on concrete.	Replacement	Fall zone material sprayed on concrete is in bad shape and needs to be replaced.	
	Infrastructure	Parking lot	6	Poor/Fair	1.5	263 parking spaces park wide	Repair	Parking lot cracking, pot holes sink holes. Need to be repaired and retopped with tar and then restriped/ painted.	
		Wooden Pole lights	2	Poor/Fair	1.5	Wooden telephone poles with cylinder style light fixture/ plastic lense set on top of pole.	Replacement	Lights look old and out of place, Need to be replace with updated poles/fixtures	
		Steel Bridge (Large)	1	Fair	2	10' wide X100' long. Corten steel structure with wood floor. 2x6x10' deck boards. 5 steel angle iron rails and 1 2x6 wood rail.	Replacement	Wood deckboards need to be replaced as soon as possible. Many are rotted and could fail.	
		Wooden Deck	1	Fair	2	2"X6" wooden deck adjacent to playground area	Replacement	Still functional but needs to be replaced in the near future.	
		Park I.D. Sign	1	Fair	2	White Mortared in Stone with 9" tall black letters "BEE CREEK PARK"	Cleaning	Stone needs to be cleaned and power washed	
		Foot Bridge (No Railings)	1	Fair/Good	2.5	6' wide X 20' long without hand rails. All wood construction. old wood, sagging. Painted tan	Replacement	Still functional but needs to be replaced in the near future.	
		Foot Bridge (With Railings)	2	Fair/Good	2.5	6 ft wide with hand rails. All wood construction.	Replacement	Old, greyed and sagging. Still functional but needs to be replaced in the near future.	
		Bat. Pavilion Trash Can (B)	1	Fair/Good	2.5	Maroon paint, wood verticle planks, steel ring structure	Replacement	Needs wood replacement and paint.	
		Water Fountain	3	Fair/Good	2.5	1- R2D2 style foutian with able-bodied bowl, disability bowl and dog bowl. 2-Exposed aggregate style with two steel bowls.	Replacement	Push button caps on exposed aggregate fountains are missing and need replacement. Some chipping and cracking. Need replacement.	
	Interpretive/Cultural Features	Bat. Interprative Sign	1	Fair/Good	2.5	Interprative sign warning of various snakes and habitat	Replacement	signage worn and faded. Needs replacement	
	Passive Recreation	Picnic Table (Wood)	2	Fair	2	Wood 2X10 boards painted green mounted on tube steel structure	Repair	Wood needs to be replaced and/or painted green	
		Picnic Table (Expanded Metal)	1	Fair	2	Expanded metal, brown PVC coating table top and benches with black steel tube frame	Replacement	Aged and does not match all other picnic tables on park. Eclectic outlier. Needs replacement.	
		Bat. Pavilion Planter Beds	2	Fair/Good	2.5	Two poured-in-place concrete planters 3'X16' long by 1' wide.	Repair	No plants in planter, needs landscaping	
	Play Structures	Play Structure (1) (5-12 yrs. Old)	1	Poor/Good	2	Multidecks stairs, monkey bars, slide, tube slide and fall zone with concrete surround.	Replacement	Fall zone in poor conditon. Needs to be replaced. Play structure is in good condition.	

Priority	Potential Safety Hazard	Future Maintenance							
Park Name	**Feature - Simplified**	**Amenity**	**Qty**	**Condition**	**Condition Score**	**Description**	**Maintenance Need Type**	**Maint. Recommendations**	**Work Needing Execution**
Billie Madeley Park	Infrastructure	Concrete Ramp	1	Fair	2	Concrete ramp in front of Bridge 3	Replacement	Erosion has caused the ramp to sink about 2 inches. Trip hazard. Needs to be raised or replaced. ADA compliant?	
		Bridge 1	1	Fair/Good	2.5	40' long X 6' wide all wood bridge with 4'-6" railing. Railing constructued of 4"X4" posts and 2"x4" railing. Support structure built with large treated timbers, bridge decking build from 2X6 treated lumber.	Inspect	Wood structure is aged wood with some gator backing of wood surface. There is concern regarding erosion of the wood abutments. Need to inspect to determine existent of damage.	
		Bridge 2	1	Fair/Good	2.5	32' long X 6' wide all wood bridge with 4'-6" railing. Railing constructed of 4X4 posts and 2x4 railing. Support structure built with large treated timbers, bridge decking build from 2X6 treated lumber.	Inspect	Wood structure is aged wood with some gator backing of wood surface. There is concern regarding erosion of the wood abutments. Need to inspect to determine existent of damage.	
		Bridge 3	1	Fair/Good	2.5	40' long X 6' wide all wood bridge with 4'-6" railing. Railing constructed of 4X4 posts and 2x4 railing. Support structure built with large treated timbers, bridge decking build from 2X6 treated lumber.	Inspect	Wood structure is aged wood with some gator backing of wood surface. There is concern regarding erosion of the wood abutments. Need to inspect to determine existent of damage.	
		Bridge 4	1	Fair/Good	2.5	32' long X 6' wide all wood bridge with 4'-6" railing. Railing constructed of 4X4 posts and 2x4 railing. Support structure built with large treated timbers, bridge decking build from 2X6 treated lumber.	Inspect	Wood structure is aged wood with some gator backing of wood surface. There is concern regarding erosion of the wood abutments. Need to inspect to determine existent of damage. Railing loose and needs to be secured.	
	Trails	Natural Trails	1	Fair	2	Natural trails through woods. Sandy .	Repair	Washed out trails with exposed roots and dranches that need to be trimmed.	
Brian Bachmann Park	Infrastructure	Pavilion Lighting	12	Fair	2.5	4' - T8 florescent light fixtures with lenses	Repair	2 lenses are cracked and need replacement. Fixtures need to be cleaned. Appear old and faded.	
	Passive Recreation	Large Outdoor Pavilion	1	Poor	2	80'X 50.5' pavilion, red iron construction with standing seam roof. 1086 sq.ft. Kitchen/storage area, cook top, refrigerator, micro wave. 2 - doubledoors to access space.	Replacement	Aged and seldom used. A renovation with more inviting curb appeal would encourage more rentals.	
Brison Park	Infrastructure	Water Fountian	1	Fair	2	Exposed aggregate, 2 stainless Steel Bowls	Repair	Open hole on side of concrete structure. Needs replacement or repair.	
		Parking Wheel Stops	12	Fair/Good	2.5	Concrete parking wheel stops	Repair	Out of place and not secured to the ground with steel spikes. Need yellow paint	
	Interpretive/Cultural Features	Bonfire Memorial Lights	12	Good/Fair	2.5	Exposed aggregate poles, Victorian post top light fixture. LED light diodes (solar)?	Repair	Straighten posts and replace cracked concrete posts with new steel post mounted on footing.	

Priority	Potential Safety Hazard	Future Maintenance							
Park Name	**Feature - Simplified**	**Amenity**	**Qty**	**Condition**	**Condition Score**	**Description**	**Maintenance Need Type**	**Maint. Recommendations**	**Work Needing Execution**
Brothers Park	Active Recreation	Exercise Circuit	11	Poor/Fair	1.5	Miracle exercise curcuit with 11 stations. Each station is conctructed with steel 4"X4" square tubes, 2-3 inch steel tubing and other geometric shaped tubing. Surface material is crushed granite with composite surround.	Inspect	One exercise apparatuses is missing. Some of the structural units have rusted and could be compromised. Need thorough inspection. Crushed granite has weeds and needs to be cleaned out	
		Half Court Basketball Court	1	Fair/Good	2.5	Half court concrete slab, painted two colors with LayKold or equivenent. "L" shaped goal posts with back board goal and net.	Repair	Surfacing needs to be scarified and repainted. Some minor cracking in concrete. Needs repair. Some rusting on goal.	
	Infrastructure	Water Fountain	1	Fair	2	Single Bowl, exposed aggregate concrete.	Repair	drain clogged/strainer missing, one broken mounting flange, Needs repair.	
		Pond Overlook Deck	1	Fair/Good	2.5	Deck abutts concrete aprin, consructed of composite material with composite railings. Substructure appears to be sturdy.	Repair	Deck has 2"X 5" hole, interface/threshhold composite deck boards are broken up and/or replaced buy alternative material. (Wood) Deck needs repairs.	
		Trash Cans	9	Fair/Good	2.5	Green paint, wood vertical planks, steel ring structure	Repair	Some trash cans need work slats replaced and some need green paint.	
	Interpretive/Cultural Features	Born Learning Trail Signs	14	Poor	1	Born learning Trail Signs with promote learning while experiencing the outdoors in a park setting. Sponsorder by the Barazos Valley United Way and the City of College Station	Replacement	Signs are old and faded. About 6 are completely sun bleached white with no visable information. Need to be replaced or removed.	
		Exercise Circuit Signage	1	Poor/Fair	1.5	Miracle exercise station I.D. signage	Replacement	Sun faded. Needs to be replaced. Possibly discontinued.	
	Passive Recreation	Covered Park Bench	1	Poor	1	Twin post with a 12/3 gabled composite roof wit 3 ft overhang each side. 2"X10" seating board mounted between the two posts.	Replacement	Composite roof decking and shingles are failing. Holes in roof. Needs to be completely renovated or removed permanently.	
		Picnic Pavilion	1	Poor	1	6-sided structure, cambered wood roof joists 6"X6," 6"X6" structural posts, 2"X6" decking with a composition roof.	Replacement	2"X6" decking is rotted and roof is failing. Roof needs complete replacement/ renovation. Holes are unsightly.	
	Play Structures	Swing Set	1	Fair/Good	2.5	2 Bay swing with 2 belt swings and 2 toddler swings. 3 Up-side-down U- shape structural legs with cross rail. Fail zone rubber mulch with concrete surround. Suggested usage sign.	Repair	Powder coating faded. Holes dug out on rubber mulch under belt swings	
Carter's Crossing	Infrastructure	Park Rule Sign	1	Fair	2	Park rules & hours of operation	Replacement	Needs replacement	
Castlegate Park	Infrastructure	Trellis	1	Fair	2	Wooden structure, 6 posts 2"x6" shade joists plsced at 9" on center	Cleaning	Needs pressure washing and staining	
		Park Rule Sign	2	Good/Fair	2.5	Standard rule sign, Plywood	Replacement	Needs paint or wood replacement	
	Passive Recreation	BBQ Pit	1	Fair	2	Duel BBQ Pit, Rusty.	Cleaning	Needs cleaning and paint	
	Play Structures	Playground Shade Cover	1	Poor	1	Rectangular nylon shade cover stretched over a steel frame structure. Nylon cover torn badly.	Replacement	Needs replacement	
Central Park Q1	Active Recreation	Sand Volleyball Court	1	Fair/Good	2.5	Two, 3"posts painted white, in fair condition, lose torpedo sand (low clay content). No boundary demarcation.	Repair	Needs court boundary lines	
	Infrastructure	Admin Office Parking Lot	1	Fair	2	Curb and gutter perimeter and asphalt surface. 74 parking spaces with 6 being for people with disabilities.	Repair	Parking lot needs sealcoating, striping and safety painting.	
		Parking Lot	1	Fair	2	74 parking spaces with 6 being handicap spaces. Concrete curbed lot with asphalt surface	Repair	Needs sealcoating, patching and striping/painting	
		Trash Cans	14	Fair/Good	2.5	Wood slats painted green with steel ring structure. Some are composite slats.	Cleaning	Need pressure washing, paint and a few wood slats or replace with compsite.	
	Interpretive/Cultural Features	Fish Species Sign	1	Fair	2	Pond signage providing fish species and habitat information.	Replacement	In poor condition. Text is cracked up. Needs replacement or at lease paint.	

Priority	Potential Safety Hazard	Future Maintenance							
Park Name	**Feature - Simplified**	**Amenity**	**Qty**	**Condition**	**Condition Score**	**Description**	**Maintenance Need Type**	**Maint. Recommendations**	**Work Needing Execution**
Central Park Q2	Active Recreation	Tennis Courts	2	Fair	2	Two(2) tennis courts with net posts and nets. Two(2) color surfacing.	Replacement	Courts will be completely replaced with post tention slab with new 2 color surfacing, 4 new net posts and 2 new nets. Fencine and windscreen will also be replaced.	
		LifeTrail Exercise Kiosks	10	Fair/Good	2.5	First kiosk (by tennis courts) is informational regarding the importance of exercise. Kiosk 2--10 have two exercise activity stations per kiosk. Three sided kiosks with in depth explaination board and praphics. Verticle powder-coated steel tubing (green and yellow, pre-formed plastic roof.	Repair	Lettering/pictures are faded on some kiosks, all need to be pressure washed one kiosk has a concrete mount foot hold this is bent from impact. Needs to be repaired.	
	Infrastructure	Water Fountain	1	Poor	1	2 bowl water fountain exposed aggregate/concrete construction.	Repair	Fountain structure in good condition. Fountain inoperable. Missing button caps and button interworking's	
		Parking Lot	1	Fair/Good	2.5	Concrete curb and gitter with asphalt parking surface. 40 parking spaces with two being handicapped slots.	Repair	White stripping needs to be refreshed. Cannot see lines anymore. Handicapped markings need paint and cross hatching needs paint as well.	
		Parking Lot Trash Cans	2	Fair/Good	2.5	Wood slats painted green with steel ring structure.	Repair	Several wood slats need to be replaced. Repaint all slats.	
		Tennis Court Lighting	4	Fair/Good	2.5	4 - 48' Tall tapered galvanized steel poles, 4 - two(2) fixture yokes with two square LED light fixtures on each poe (total 8 lights)	Replacement	Good Condition, but will be replaced with new Musco lighting	
		Trash cans	9	Fair/Good	2.5	Wood slats painted green with steel ring structure.	Cleaning	Need pressure washing and new paint. Some wood slats may need replacement.	
	Passive Recreation	Smoker Pit	1	Fair	2	Smoker pit with fire box, grill box and chimney	Cleaning	Rusty, needs cleaning and Rustoleum Paint	
		Small Pavilion Planter	1	Fair	2	18'X38' stacked white stone. Stones are 6"X24"x4".	Repair	10% of stone border is missing. Need to be replaced	
	Trails	Hike and Bike Trail Lights	11	Fair/Good	2.5	Round elevated concrete footing, flange mounted 3.5" diameter steel pole 15' tall faded bronze in color. Square LED fixture.	Replacement	Poles faded, fixtures need inspection, exposed wires out of plug boxes. General wear and tear. One pole taller than others. Also a few mismatched light fixtures. Need to be replaced on the near future.	
Central Park Q3	Infrastructure	Six(6) Ft. Aluminum Fence	1	Fair/Poor	1.5	Fence construction: 3 - rails, 3/4"X3/4" pickets 6 ft tall, 15 pickets (4" on center gap) per 6ft. fence section.	Replacement	Fence pickets are soft aluminum and bend easilty. Hundreds have been bent breaching fence. Ameristar Echelon Aluminum Residential fencing has been discontinued. A new fence will need to be budgeted.	
		FFAP/Softball Field Parking Lot	177	Fair	2	Concrete curb and gitter with asphalt parking surface. 177 parking spaces with 17 being handicapped slots.	Repair	Needs sealcoating. Repair and line striping.	
		Parking Lot Trash Cans	10	Fair	2	Wood slats painted green with steel ring structure.	Repair	Need pressure washing and new paint. Some wood slats may need replacement. Or replace all with composite slats.	
		FFAP/Softbll Field Handicap Parking	17	Fair/Good	2.5	17 Handicapped parking slots	Repair	Will need repainting in the near future.	
		Trash Cans	12	Fair/Good	2.5	Green paint, wood vertical planks, steel ring structure	Repair	Some slats need to be replaced, all trash cans need fresh green paint.	
	Play Structures	FFAP Playground/Splash Pad Shade Cover(2)	8	Fair	2	23 - 16" & 20 " diameter steel columns painted white, varying in elevation. Colored shade covers cable stretched with turnbuckles between 3 and/or 4 columns. Colors: yellow, light green, and blue.	Repair	Shade covers are failing at corners. Several are on order with additional covers needing to be ordered. Covers are being reinforced to last longer. One pole is taller than others and there are a few mismatched light fixtures.	
Creek View Park	Active Recreation	Exercise Stations	4	Fair/Good	2.5	Pipe structures painted brown placed on a granite pad. Signage for exercise instruction (2)	Repair	Pipe structures need paint and some repairs. Granite pad has cracks and steel edging that needs to be replaced.	
	Infrastructure	Park I.D. Sign	0		0	No Park ID Sign	Replacement	Needs a new Park I.D. Sign	
Cy Miller Park	Infrastructure	Observation Deck	3	Fair/Poor	1.5	3 wooden decks, 1 is closed	Repair	Decking and some substruture members need to be replaced	
	Interpretive/Cultural Features	Interpretive Signage	1	Poor	1	Fish identification sign	Replacement	Needs replacement	
	Trails	Walking Trail	1	Fair/Poor	1.5	5ft wide concrete trail	Repair	Cracked up in many places, needs section repair/replacement and power washing	

Priority	Potential Safety Hazard	Future Maintenance							
Park Name	**Feature - Simplified**	**Amenity**	**Qty**	**Condition**	**Condition Score**	**Description**	**Maintenance Need Type**	**Maint. Recommendations**	**Work Needing Execution**
Edelweiss Gartens	Infrastructure	Park I.D. Sign	0		0	No sign on property	Replacement	Needs a new park I.D. sign	
		Park Lighting	6	Good	2	Exposed aggregate poles w/acorn globes	Repair	1 globe has a hole in it and all poles need to be pressure washed to remove mold	
		Board Walk	1	Fair/Good	2.5	6' wide board walk w/ railing approximately 120' long	Replacement	Wood is old and rotting. Needs to be replaced in the next 2 years.	
	Play Structures	Swing Set	1	Fair/Poor	1.5	2 bay, 4 swings (2 Youth/Adult swings and 2 for infants) Fall zone good.	Replacement	Swing set frame is rusting and powder coating is peeling off. Needs to be replaced.	
		Play Structure (5-12 yr.old)	1	Good/Fair	2.5	Climbers, bridges decks, poured in place fall zone, 1 intended use sign.	Replacement	Old and worn out. Needs replacement.	
Edelweiss Park	Infrastructure	Ornamental Fence	1	Good/Fair	2.5	6' bays, 5' pickets, 4' tall posts, black, w/flange/screw installation.	Replacement	Two panels need to be replaced due to damage	
	Play Structures	Playground Shade Cover	1	Poor	1	Rectangular tarp stretched over steel structure	Repair	Shade tarp has 2 tears along the ridge pipe of the steel structure.	
		Play Structure (5-12 yr olds)	1	Fair	2	5 deck structure, 2 slides 1 stairwell, 4 climbers and poured in place fall zone. Includes 1 intended use signage	Repair	Has grass growing along edge of fall zone.	
Etonbury Park	Infrastructure	Park I.D. Sign	0	N/A	0	No park I.D. sign	Replacement	Park needs I.D. sign	
		Park Rules Sign	1	Fair/Good	2.5	Steel printed sign with plywood backing and 4x4 wooden post	Replacement	Steel signage is faded and needs replacement	
First Down Park	Passive Recreation	Stone Benches	12	Fair/Good	2.5	Roughcut white sandstone blocks with bronze plaques which include quotes from Red Cashion. Park is in honor of Red Cashion.	Replacement	Most benches are in good condition; however the 4 benches that make up the football laces are crumbling.	
Gabbard Park	Active Recreation	Practice Back Stop	2	Fair/Good	2.5	2 - 3 bay chainlink backstops	Repair	Both backstops need straightening. One has several crossmembers that have become dislodged. Chainlink is bent up too.	
	Infrastructure	Park I.D. (Sign 1)	1	Poor	1	Composite material sign and posts, paint.	Replacement	Needs to be replaced. Poor condition	
		T-Head Pier	1	Fair	2	T -head pier constructed of wood.	Replacement	Peir needs to be rebuilt	
	Passive Recreation	Pond	1	Fair	2	Pond with pier access, aeration fountain and bridges.	Repair	Although Aeration fountain is working, the pond is full of green algea floating on the top of the water. Treatment contract in the works.	
Georgie K. Fitch Park	Active Recreation	Concrete steps	1	Poor	1	4' Wide stairway down from Basket Ball court	Replacement	Patched with asphalt, needs to be replaced	
	Infrastructure	Hand Railing	1	Poor	1	Steel hand railing	Replacement	Old, rusted and in need of replacement	
		Pavestone wall	1	Poor	1	Medium size pavestone glued in place (red and black mixed color) Around play area	REpair	Stones missing, stacks need to be straightened	
		Sidewalk	1	Poor	1	4' wide side walk along front of park. Concrete, 4" thick.	Replacement	138' of cracked/damaged concrete. Needs replacement	
	Passive Recreation	Picnic Tables Rectangular	2	Poor/Fair	0.5	Table to and seating is made of expanded metal and dipped in brown PVC. Steel tubing structure painted black	Replacement	Need to be replaced	
		Picnic Pavilion	1	Poor	1	12'X12' Square wood structure with 4 -6" square wood posts	Replacement	Roof has been removed. New Shade structure needed.	
Jack and Dorothy Miller Park	Infrastructure	Water Fountain	2	Fair	2	2 bowl water fountain exposed aggregate/concrete construction. Operational	Replacement	Edges chipped on both foutains. Need to be replaced	
	Interpretive/Cultural Features	Interactive Learning Board	1	Fair	2	Aluminum board approximately 3x5 mounted on 2 steel fence posts. Board have pictures and symbols that relate to specific meanings.	Replacement	Mounting is unattractive and the board is bent and some of the symbols are scratched up.	
	Passive Recreation	Picnic Table	3	Poor	1	2-6ft in length expanded metal (dipped in brown PVC) table top and seating on a galvanized steel tube frame. 1- 6 ft. long table with wood table top and seating on a galvanized steel tube frame.	Replacement	All picnic tables need to be replaced.	
		Picnic Pavilion	1	Fair	2	8-sided pavilion with steel columns, steel compression ring, 2 bricked -in bays, wood beam roof construction, 2X6 decking and a composition roof.	Repair	Roof is in need of new shingles tar paper, drip edge, facia board and paint.	
John Crompton Park	Infrastructure	Park I.D. Sign	2	Poor/Fair	1.5	Composite material sign and posts, paint.	Cleaning	Primary sign needs pressure washing, possible replacement. Secondary sign in fair shape	
	Passive Recreation	Triangular Stone Wall Planter	1	Fair	2	Stones stacked 3 high around a trriangular plant bed formd by walkway intersection.	Repair	Stones are missing or out of place. Ned repair.	

Priority	Potential Safety Hazard	Future Maintenance							
Park Name	**Feature - Simplified**	**Amenity**	**Qty**	**Condition**	**Condition Score**	**Description**	**Maintenance Need Type**	**Maint. Recommendations**	**Work Needing Execution**
Lions Park	Infrastructure	Ornamental Fence	1	Fair	2	6 ' tall, 54 bays, 432 L.F. / 4' Tall, 39 bays, 312 L.F.	Repair	Missing steel tubing pickets, fence needs paint	
Luther Jones Park	Active Recreation	Dugout benches	2	Fair	2	Located outside of infield, no shade cover. 2"X12"X14' seat board painted green with 5 steel legs for support.	Repair	Wood needs new paint. Legs need straightening and new paint.	
		Softball Field	1	Fair/Good	2.5	One softball field, 190' Outfield, 10;fencing aroud entire field, 750 l.ft. of fencing, no formal dugout. Skinned infield, bases in place, 15' hight 3 bay backstop. One set of aluminum bleachers, 5 seat, 15' long.	Repair	Softball field needs crowning with sand, fencing needs repair. Many rails are out of socket and the fencing is bent up in some places. Gates need repair work. Park lights are out of plumb. Need straightening.	
	Infrastructure	Water Fountain	1	Fair/Poor	1.5	Wood post with drinking fountain fixture on top. Looks to be homemade.	Replacement	Water fountain needs to be replaced with appropriate SPSI-approved Park water fountain.	
Merry Oaks Park	Active Recreation	Basketball Court	1	Fair	2	Concrete court with 2 goals, 2 backboards and two nets. Court surfaced with LayKold or equivalent material.	Replacement	Concrete cracked up, sufacing needs replacement. Court needs to be replaced.	
	Infrastructure	Wooden Deck Under Table	1	Fair	2	2X6 Decking under picnic table at corner of playstructure	Replacement	Very old. Needs replacement. Deck boards and possible substructure are rotted.	
		Rules Sign	2	Fair	2	Park rules & hours of operation	Replacement	Need to be replaced.	
		Water Fountain	1	Fair/Good	2.5	Exposed aggregate style with single steel bowl.	Replacement	Broken and chipped. Not dangerous but needs o be replaced at some point.	
	Passive Recreation	Bar-B-Que Pit	2	Fair/Good	2.5	Swiveling open grill with adjustable grate	Replacement	One is in Good Condition the other is broken. Grilling box moves in a tilted position. Needs to be Replaced	
	Play Structures	Play Structure (5-12 yrs. Old)	1	Fair	2	Play structure is an older unit. Multiple decks climbers and circular slide. Pea gravel fall zone.	Replacement	Pea gravel fall zone does not look to be the proper depth. Play structure is old and dated. Needs to be replaced with newer unit and a poured in place fall zone.	
		Swing Set	1	Fair	2	2 Bay swing with 2 belt swings and 2 toddler swings. 3 Up-side-down U- shape structural legs with cross rail.	Repair	One of 6 Legs slightly bent. Equipment is old and could use a refresh.	
Oaks Park	Infrastructure	Brick Walkway	1	Poor	1	Brick walkway connector to concrete trail. Ryerson steel edging	Repair	Bricks are missing and need to be replaced. Not safe to walk on at night. Steel edging poses a hazard.	
		Park I.D. Sign	1	Fair/Poor	1.5	Composite material sign and posts, paint.	Replacement	Needs Replacement	
	Passive Recreation	Floor mounted oversized Grill	1	Poor	1	Dual open grill with two separate adjustable grill surfaces. Steel charcoal pan underneath	Replacement	Steel charcoal pan under grill surface is rusted through. Entire grill needs immediate replacement. Not usable.	
		Disc Golf Course	9	Poor	1	9 disc golf "holes" with newer markers depicting hole specifications 9 hole description board on Pavilion wall.	Replacement	All goals need to be replaced. All goals are old, out of plumb and unsightly. The hole markers are in good shape. 9 hole course description board is in good shape. Should consider tee boxes.	
		Horse Shoe Court	6	Poor	1	6 Horse Shoe Pits with U-shaped concrete borders	Removal	Courts look very old and unused. No relationship to the rest of the park. Recommend we remove.	
		Picnic Tables	3	Poor	1	Expanded metal table top and seating with brown PVC coating. Steel tubing frame painted black	Replacement	All tables need to be replaced. PVC coating has been burned off expanded metal. Rusty and sharp.	
		Bar-B-Que Pits	1	Fair	2	Typical open grill Pit with adjustable grill grate	Replacement	Needs replacement	
		Vent Hood	1	Fair/Good	2.5	Rectangular Galvanized Steel Vent Hoodheld in place by 4 guide wires	Replacement	Vend hood is in good condition, but no electric motor. No smoke evacuation unit to draw out smoke. Not usable. Needs replacement or removal.	
Parkway Park	Infrastructure	Wood Bridge	1	Fair	2	6' wide by 24' long arched wood structure, 2X6 floor boards, and 4"X4" posts with 2"X4" railing.	Inspect	Wood structure is at about 80% of life expectancy. Need to plan for replacement.	
"Pebble Creek Park (PARD Property)"	Active Recreation	Soccer Goals	4	Fair / Good	2.5	6'6''X 19' goal opening, PVC rectangular plastic frame and net	Replacement	Goal has substantial UV damage. Recommend replacement. Net is also in poor shape. - Replace	
	Play Structures	Swing Set (2-5 yr.olds)	1	Fair to Good	2.5	1 Bay, 2 baby swings, fall zone	Replacement	Red Powder coating is peeling off posts and clamps Need replacement	

Priority	Potential Safety Hazard	Future Maintenance							
Park Name	**Feature - Simplified**	**Amenity**	**Qty**	**Condition**	**Condition Score**	**Description**	**Maintenance Need Type**	**Maint. Recommendations**	**Work Needing Execution**
"Pebble Creek Park (School Property)"	Active Recreation	BB Pavilion Court Condition	1	Poor	1	Full basketball court. LayKold (or equivalent) court surfacing 2 color/white striping.	Resurfacing	Court surfacing in poor shape. Needs to be stripped, acid washed and resurfaced.	
		Backstops	2	Fair/Good	2.5	3 bay chain link fabric/steel pole construction 10' tall with mid-rail. Additional low rail in middle bay.	Repair	Fence fabric is bent up and missing fence ties. Fabric needs repair/ replacement	
	Infrastructure	Misc. Clutter	5	Poor	1	Metal posts, signs	Removal	Various posts and unessessary signs/posts in playground area. Remove.	
		Basketball Court Lighting	12	Fair	2	12 fixtures , LED lights, aluminum shrouds	Replacement	Aluminum shrouds bent and dented from basketball. Protective grills missing on 2 shrouds Need replacement	
		Park Dedication Sign	1	Fair	2	Metal sign with aluminum cast dedication sign commemorating the day and donors.	Cleaning	Metal is dirty and needs to be pressure washed.	
		Park Rule Sign	2	Fair	2	Park rules & hours of operation	Replacement	Needs paint and a new aluminum printed sign. One sign is missing from green post. Post need paint as well.	
	Passive Recreation	Gaga Ball Ring	1	Fair	2	2X8 edge stacked 3 boards high, octagon shape steel corner bracing painted green.	Removal	Gaga court dried mud, hard and clumpy. Not a safe surface for use. Recommend removal.	
	Play Structures	Playground Shade Cover	3	Poor/Fair	1.5	Rectangular shade tarp stretched over steel tubular frame with 2 yokes forming a "hip roof" configuration.	Cleaning	Shade cloth full of black mold and needs replacement over all three play structures. Steel structure needs pressure washing/paint.	
		Play Structure (5-12 yrs. old) 1	1	Fair/Good	2.5	2 decks 3 ft. off the ground, slide, simple rock climber, 3 interactive panels, 2 slide poles with steps. 1 intended use sign, poured in place fall zone with concrete curb surround.	Replacement	Dated play structure. Could use an update. Intended use sign needs to be replaced.	
		Play Structure (5-12 yrs. old) 2	1	Fair/Good	2.5	4 desks, 2 slides, rock climber, lilly pad climber, 2 play panels, elevated stairwell pad and 1 climber slide. . Intended use sign post only.	Replacement	Dated structure. Needs update. Indended use sigh missing.	
		Play Structure (7-12 yrs. old) 3	1	Fair/Good	2.5	2 decks, 2 sided rock climbing wall, 5 balance lillypads, 3 jungle gyms, stairwell to elevated deck, rope climber,arm and leg peddle exercise station.	Replacement	Dated play spructure. Paint chipping. Need to consider replacing.	
Richard Carter Park	Infrastructure	Wood Observation Decks	3	Fair	2	floor joists, Decking 2X6 Treated lumber, Rails are 2X4 with 4"x4" posts. Seating is 2x6 construction.	Replacement	All wood is well weathered and worn with large cracks. Splinter hazard. Needs replacement or removal.	
	Passive Recreation	Classic Backless Park Bench	3	Fair/Good	2.5	Cast metal bench frame with wood slats for seating. Painted green	Replacement	Broken frame. Needs replacement. Wood slats need replacement and/or repainting.	
Sandstone Park	Play Structures	Play Structure (5-12 yr olds)	1	Fair	2	4 decks, 3 slides, 1 climber, 4 sided plastic shingle roof, poured in place fall zone. Includes 1 intended use sign	Repair	Playground powder coating is chipping off. Intended use sign needs to be replaced.	
Southern Oaks	Infrastructure	Park I.D. Sign	1	Poor/Fair	1.5	Composite material sign and posts, paint.	Cleaning	Needs pressure washing, could need replacement	
		Wood Foot Bridges	2	Fair	2	Railess foot bridges 4 ft. wide. 2"X6" decking supported by 4"X4" postes and 2"X6" shirting.	Inspect	Wood is aged and gets submerged during every rain. Wood still seems sturdy. Need to continue monitoring	
	Passive Recreation	Small Picnic Pavilion	1	Poor	1	6-sided all wood structure. 6 vertical wood posts. Some steel brackets and a steel compression ring. Structural joists, 2X6 decking & composite roof.	Replacement	Needs major repair or replacement. Water damage, rooted wood. Holes in composite roof.	
		Planter Ring	1	Poor	1	5' wide planter ring built with stackable pavestone blocks. Tree planted in the center of the ring.	Repair	Approximately 8 stones missing from the planter ring. Need to be replaced. Glue in place.	
	Play Structures	Play Structure (5-12 yr. old)	1	Fair	2	Small play unit, 2 slides, bridge, 2 climbers. Fall zone with concrete walk as border. Suggested usage sign.	Repair	Dated unit is worn. Powder coating is faded. Needs to be replaced. Fall zone has soft spot in center of playground area. Needs repair. Slide has pinching crack. Needs to be addressed.	
Southwest Park	Infrastructure	Park I.D. Sign	0	N/A	0	No park I.D. sign	Replacement	Need to install a park I.D. sign.	
Steeplechase Park	Infrastructure	Park I .D. Sign	1	Poor	1	Short stone (18") seating wall with letters mouned of face wall	Replacement	Most letters are missing. Cannot identify park. Lettering and stone needs to be repaired/replaced.	
	Passive Recreation	Square planters	4	Poor/Fair	1.5	White stone planters 7'X7'X24" tall. Stone construction with man-made cap.	Repair	Stones missing and no plant materials growing	

Priority	Potential Safety Hazard	Future Maintenance							
Park Name	**Feature - Simplified**	**Amenity**	**Qty**	**Condition**	**Condition Score**	**Description**	**Maintenance Need Type**	**Maint. Recommendations**	**Work Needing Execution**
Thomas Park	Active Recreation	Duel Tennis Court	2	Fair/Good	2.5	Two Tennis courts side by side with 2 nets. Fencing is 10' at back of court and one bay along the sides. The fens then steps down to 6'. Surfaced with LayKold or equivalent.	Resurfacing	Courts need to be resurfaced. Cracks need repair. Courts taped for pickleball. Needs to be removed. Some fencing needs replacement.	
	Infrastructure	Concrete Drainage flums	1	Poor	1	Concrete drainage flums running through park to enhance storm drainage	Repair	Concrete flums and associated work is broken up and in poor condition. Needs repair/replacement	
		Walking Path	1	Poor	1	Sidewalk covered with ruberized path red in color. Approximately .25 inches thick.	Resurfacing	Northwestern end of park. Red rubberized path material is pealing off concrete surface. Needs to be removed and reapplied.	
University Park	Infrastructure	Sign Posts	4	Poor	1	Located at each entrance of the dog park. Two posts side by side. No signage.	Replacement	Signage missing. Replace signage of pull posts.	
		Park I.D. Sign	1	Fair	2	Composite material sign with painted tree and animal figures.	Replacement	Very dirty. May be permanent stain. If so, replace.	
		Parking Lot	1	Fair/Good	2.5	23 parking slots which include 2 ADA plaking slots. Slots marked using inlaid brick for permanent markings.	Repair	Broken curbs need repair. Stripped with brick inlays. ADA parking needs repair/replacement	
	Passive Recreation	Concrete Splash Pond	1	Poor	1	Concrete dish-shaped pond for dogs to play in.	Removal	Pond drainage connects to waterway which is unsanitary. Pond needs to be removed .	
		Wooden Picnic Table	1	Poor	1	Heavy wood table top and seating set on a tube steel frame	Replacement	All heavy wood surfaces are very old, cracking and asplinter hazard. Needs to be replaced.	
		Planter	1	Fair	2	Square Dry-stack stone 7' X 7' X 24" high. Irrigation. No plants growing inside	Repair	Stones missing around planter ledge. Needs repair.	
		Dog Agility Course	8	Fair/Good	2.5	8 obstacles (1 missing) consisting of an up/down ramp, Bridge ramp, tunnel, zigzag poles, platform, lilly pads and Rover Jump over. Green and Yellow in color.	Replacement	Missing one agility obstacle. Possibly a seesaw. Needs to be replaced.	
	Trails	Crushed Aaphalt Trail	2	Poor	1	Crushed asphalt trails running from the front gate to the the back of the park.	Replacement	Poor condition. Asphalt is broken up and not navigable for people in wheelchairs.	
W.A. Tarrow Park	Active Recreation	Basketball Court	1	Fair/Good	2.5	Full court basketball court. 2 goals, backboards and nets. LayKold Surfacing or equivalent	Resurfacing	Surface is cracked and chipped. Needs crack repair and resurfacing	
	Infrastructure	Concrete Plaza and Walks	1	Poor/Fair	1.5	Concrete plaza and adjacent walkways that radiate outward to perimeter walkways.	Replacement	Cracks, concrete heaving, sunken concrete/ subsidence. Several areas in need of replacement	
	Passive Recreation	Picnic Table	2	Fair	2	Expanded metal table top and seating dipped in brown PVC, Steel tube frame	Replacement	Need to be replaced	
	Play Structures	Climber	1	Poor	1	Monkey Bar style Climber. All bars are same elevation	Replacement	Outdated, old, paint oxidized, climber in need of replacement	
Wallace Lake Park	Infrastructure	Park I.D. Sign	0	N/A	0	No I.D. Sign	Replacement	Park needs I.D. sign	
Woodland Hills Park	Infrastructure	Park Sign	2	Poor/Fair	1.5	Composite material sign and posts, paint.	Replacement	Faded and dirty. Need replacement	
		Park Lighting	8	Fair	2	12' Tall exposed aggregate poles, (Octagonal in shape) traditional style with acorn shaped LED fixtures.	Replacement	In fair condition with one acorn globe broken and needing replacement. All other globes are faded and yellow. Need replacement as well.	
	Play Structures	Swing Set	1	Poor	1	1- 2 bay swing set with 4 belt swings, 3 up-side-down U-shaped supports with one cross bar	Replacement	Unit is rusted and paint is chipping off. Needs replacement	
		Playground Shade Covers	2	Poor	1	2 rectangular shade covers stretched over hip roof style pile structures supported by 4 verticle posts over two separate play structures. Both are GameTime units.	Replacement	Aged cover has holes and mold. Needs Replacement.	
		Play Structure for 3-5 yr. olds	1	Fair	2	Slide, two decks, shimmy pole and climber. Poured in place fall zone.	Replacement	Play unit has aged and needs replacement. Fall zone has holes and needs replacement or repair.	
		Play Structure for 5-12 yr. olds	1	Fair	2	Cork screw slide, multiple decks, gungle gym, Stairwells, rock clumber and suggested usage sign. Poured in place fall zone material.	Replacement	Play unit has aged and needs replacement. Fall zone has holes and needs replacement or repair.	

BOARD MEETING

DATA DIGITALIZATION

What are three factors or trends that College Station must be prepared for in the future?	Coding Internal, external	If you could wave a magic wand and make one thing happen at College Station parks, what would that be?	Coding	What is something you think makes the College Station parks system stand out?	Coding	What are some of the biggest maintenance and operational challenges you face in your day to day?	Coding
More families	External	Spring creek nature trails	Resources	Veterans Park and Athletic Complex. Lick Creek.	Offerings	Hogs	External
Population growth and water usage	External	More pools + water sports	Resources	Variety of parks across the community	Offerings	Erosion	External
People first no car first	Resources	Baseball fields + pools	Resources	Parks that are close to neighbohroods	Offerings	Budget	Resources
More severe weather. Hotter heat. More Storms	External	A park with plenty of green space	Resources	The engagement w/ community around needs + changes	Offerings	Trails at Lick Creek are routinely flooded	External
Continued aging of the population	External	All parks connected by network of recreational path	Resources	Balance between active recreation and nature/green amenities	Offerings	Pollen + humidity - keeping parks shiny	External
Offering quality of life experience to attract & retain young families & young talents	Resources	Less humidity in TX. Ability to ride/walk to food + stores + park + pools.	External	The conditions. Continued growth.	External		
Global warming -- we will need more shade	External	More $	Resources	Lick creek park. Especially Lick Creek Park in the dark + recreationalpath to it.	Offerings		
3rd places	Resources	Another large park where nature is a major focus.	Resources	Variety of parks + activities - paths + playgrounds + water + organized sports facilities.	Offerings		
Summers are no longer a ghost town	External			Fun for All Playground	Offerings		
Growth of multifam. Folks need parks as their outdoor space.	Resources						
Limited b-ball court availability for ad-hoc community use - e.g. private b-ball coach hard to find because of court limitations	Resources						
School green spaces - has not effectively been merged/incorporated w system - have a need to lessen tension.	Resources						

Coding
1) Resources (what we need)
2) Offerings (what we provide)
3) External Trends/Factors (what will impact us externally)

CITY ENGAGEMENT RESULTS

Park Name	Favorite Votes	Needs Improvement Votes	Favorite %	Needs Improvement %
Anderson	4	3	1.39%	4.69%
Art & Myra Bright	0	0	0.00%	0.00%
Baracks 2	0	0	0.00%	0.00%
Bee Creek	19	10	6.62%	15.63%
Billie Madeley	0	0	0.00%	0.00%
Brian Bachmann	2	4	0.70%	6.25%
Bridgewood	2	2	0.70%	3.13%
Brison	3	1	1.05%	1.56%
Brothers Pond	6	6	2.09%	9.38%
Carter's Crossing	0	1	0.00%	1.56%
Castlegate	2	0	0.70%	0.00%
Castle Rock	5	1	1.74%	1.56%
Cove of Nantucket	1	0	0.35%	0.00%
Creekview	0	0	0.00%	0.00%
Crescent point	0	0	0.00%	0.00%
Cy Miller	0	0	0.00%	0.00%
Eastgate	0	0	0.00%	0.00%
Edelweiss	1	3	0.35%	4.69%
Edelweiss Gartens	0	0	0.00%	0.00%
Emerald Forest	1	1	0.35%	1.56%
Etonbury	0	1	0.00%	1.56%
First Down	5	1	1.74%	1.56%
Gabbard	0	0	0.00%	0.00%
Georgie K.Fitch	0	0	0.00%	0.00%
Greens Prairie Reserve	0	0	0.00%	0.00%
Jack & Dorthy Miller	1	1	0.35%	1.56%
John Crompton	6	2	2.09%	3.13%
Lemontree	3	3	1.05%	4.69%

Park Name	Favorite Votes	Needs Improvement Votes	Favorite %	Needs Improvement %
Lick Creek	97	0	33.80%	0.00%
Lions	0	0	0.00%	0.00%
Longmire	1	1	0.35%	1.56%
Luther Jones	2	0	0.70%	0.00%
Merry Oaks	1	0	0.35%	0.00%
Midtown Reserve	0	0	0.00%	0.00%
Northgate	0	2	0.00%	3.13%
Oaks	3	0	1.05%	0.00%
Parkway	0	0	0.00%	0.00%
Pebble Creeek	3	0	1.05%	0.00%
Phillips	0	0	0.00%	0.00%
Reatta Meadows	3	0	1.05%	0.00%
Richard Carter	1	0	0.35%	0.00%
Sandstone	1	0	0.35%	0.00%
Southern Oaks	3	3	1.05%	4.69%
Southwest	1	4	0.35%	6.25%
Steeplechase	0	0	0.00%	0.00%
Stephan C. Beachy Central	59	2	20.56%	3.13%
Thomas	1	1	0.35%	1.56%
University	0	2	0.00%	3.13%
Veterans Park & Athletc Complex	23	0	8.01%	0.00%
W.A. Tarrow	0	0	0.00%	0.00%
Wallace Lake	0	0	0.00%	0.00%
Wildwood	0	0	0.00%	0.00%
Windwood	0	0	0.00%	0.00%
Wolf Pen Creek	26	7	9.06%	10.94%
Woodcreek	1	1	0.35%	1.56%
Woodland Hills	0	1	0.00%	1.56%
Total	**287**	**64**		

LEVEL OF SERVICE CALCULATIONS

Park Name	Number of Trails	Surfaced Trails (ft)	Unpaved Trails (ft)
Anderson Park	1	1,744.70	-
Art & Myra Bright Park	3	2,789.80	-
Barracks II Park	1	2,984.80	-
Bee Creek Park	5	4,314.60	1,056.70
Billie Madeley Park	1	1,143.10	-
Brian Bachmann Community Park	4	3,249.40	-
Bridgewood Park	1	778.70	-
Brison Park	1	2,325.10	-
Brothers Park	4	4,652.10	-
Carter's Crossing Park	1	869.80	-
Castle Rock Park	1	1,823.50	-
Castlegate Park	3	3,930.10	-
Cove of Nantucket Park	1	1,309.40	-
Creek View Park	2	1,967.40	-
Crescent Pointe Park	1	1,775.90	-
Cy Miller Park	1	854.80	-
Eastgate Park	-	-	-
Edelweiss Park	2	3,079.90	-
Edelweiss Gartens Park	4	3,972.90	-
Emerald Forest Park	1	1,507.40	-
Etonbury Park	2	96.00	-
First Down Park	1	668.40	-
Gabbard Park	2	3,419.20	-
Georgie K. Fitch Park	1	2,701.80	-
Greens Prairie Reserve Park	1	6,082.00	-
Jack & Dorothy Miller Park	2	1,953.90	-
John Crompton Park	4	5,189.10	-
Lemontree Park	1	2,551.30	-
Lick Creek Park	8	2,347.60	26,405.00

Park Name	Number of Trails	Surfaced Trails (ft)	Unpaved Trails (ft)
Lions Park	1	280.80	-
Longmire Park	2	1,589.70	-
Luther Jones Park	-	-	-
Merry Oaks Park	1	1,861.00	-
Midtown Reserve Park	3	9,817.60	-
Northgate Park	1	1,156.30	-
Oaks Park	2	3,576.10	-
Parkway Park	1	173.50	-
Pebble Creek Park	2	2,175.40	
Phillips Park	-	-	-
Reatta Meadows Park	2	1,155.60	-
Richard Carter Park	1	2,780.10	-
Sandstone Park	2	2,094.00	-
Southern Oaks Park	2	5,301.20	-
Southwest Park	1	1,094.70	-
Steeplechase Park	2	3,272.10	
Stephen C. Beachy Central Park	5	9,873.80	-
Summit Crossing Park	1	872.00	
Thomas Park	4	5,969.10	-
University Park		3,035.80	-
Veterans Park & Athletic Complex	8	22,026.90	-
W. A. Tarrow Park	4	6,104.20	
Wallace Lake Park	2	1,400.70	-
Wildwood Park	1	2,594.60	-
Windwood Park	1	1,029.70	-
Wolf Pen Creek Park	5	15,533.90	-
Woodcreek Park	1	2,249.00	-
Woodland Hills Park	1	1,480.30	-
Total	**116**	**178,580.80**	**27,461.70**
	Miles	33.82	5.20
		GRAND TOTAL	**39.02**





CITY OF COLLEGE STATION
PARKS & RECREATION

October 22, 2026
Item No. 9.3.
Thoroughfare Plan and Active Transportation Master Plan Amendments

Sponsor: Jesse DiMeolo, Senior Planner - Transportation & Mobility

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an Ordinance amending the Comprehensive Plan by amending the Thoroughfare Plan and the Active Transportation Master Plan for the proposed Savannah Oaks Subdivision in south College Station, to realign four thoroughfares, reclassify two thoroughfares, remove a future bicycle pedestrian grade separated crossing, realign the future Alum Creek shared use path, and modify future bike lanes and sidewalks to shared use paths.

Relationship to Strategic Goals:
Improving Mobility

Recommendation(s): The Active Transportation Advisory Board considered this item at their August 17, 2026 meeting and recommended approval (4-0). The Planning & Zoning Commission will consider this item at their October 15, 2026 meeting and a report of their recommendation will be provided at the meeting. Staff recommends approval of the request.

Summary: The Savannah Oaks property is an approximately 1,266-acre tract located along State Highway 6 between the Pebble Creek and Southern Pointe developments. The applicant is requesting amendments to the City's Thoroughfare Plan to modify several planned roadway alignments and classifications within and adjacent to the property. At a broad level, the proposed Thoroughfare Plan changes include realigning the future extension of what was formerly known as Pebble Creek Parkway and reclassifying that future roadway from a major collector to a minor collector, realigning a future minor arterial along the shared eastern boundary of Savannah Oaks and the City's Extraterritorial Jurisdiction (ETJ), and realigning a future minor collector currently proposed along the northern edge of Southern Pointe.

The request also includes amendments to the Active Transportation Master Plan. All bicycle lanes and sidewalks along thoroughfares within the subdivision are proposed to be changed to shared use paths on both sides of the streets. Another proposal is the removal of a future grade-separated crossing on Lakeway Drive and replacing it with a shared use path connection to the future Savannah Oaks Boulevard thoroughfare. Lastly, the shared use path running along Alum Creek from Lakeway Drive to the Lick Creek Park trailhead is being flipped from the south side of the creek to the north side.

The proposed Comprehensive Plan amendments are being considered in conjunction with a request to rezone the property to a combination of Planned Development District (PDD) and Planned Mixed Use District (P-MUD). Together, these requests would establish a revised framework for the future development of the Savannah Oaks property and the surrounding transportation network as the area continues to grow and develop.

REVIEW CRITERIA
1. Changed or changing conditions in the subject area of the City:
The subject property and many of the properties to the north, east, and south are designated as Suburban Residential and Natural & Open Areas. The Suburban Residential land use designation is

generally for areas that are appropriate for single-family residential areas that consist of low to moderate density single-family lots. Properties to the west along State Highway 6 are designated as General Commercial. This designation is for 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.

Since the adoption of the Comprehensive Plan and subsequent updates to the Thoroughfare Plan and Active Transportation Master Plan, development activity in southeast College Station has changed. As a result, the planned transportation network can now be refined to better reflect existing development patterns, property boundaries, environmental constraints, anticipated travel demand, and access needs. The proposed amendments update the functional classification and alignment of several planned roadways and modify the alignment of the future Alum Creek trail to better connect the area.

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 City's Thoroughfare Plan and Active Transportation Master Plan include several planned roadway and active transportation facilities serving this approximately 1,200-acre tract, making this a complex Comprehensive Plan amendment request. The subject property, also known as the future Savannah Oaks development, is located within the developing area of southeast College Station where large master-planned developments, including Southern Pointe and Pebble Creek, are shaping the future transportation network. As development has progressed, the locations of utility corridors, environmental features, property boundaries, and planned access points have become more defined, allowing for refinement of the City's long-range transportation plans.

The proposed amendment modifies the alignment and functional classification of several planned roadways and active transportation facilities to better coordinate with the proposed development pattern and existing site constraints. The amendments continue to provide multimodal connectivity throughout the area while improving the relationship between the transportation network and adjacent land uses. Overall, the proposed changes are compatible with the evolving development pattern of the immediate area and support the orderly expansion of the City's transportation network as development occurs.

3. Impact on environmentally sensitive and natural areas:
The proposed amendment provides flexibility for the future active transportation network to respond to these environmental features while preserving connectivity through the site. Rather than establishing a fixed alignment through the floodplain at this stage, the amendment allows the shared use path to generally follow the Alum Creek corridor, with the final alignment to be determined during the Preliminary Plan process once parkland dedication, drainage improvements, and environmental constraints have been finalized. This approach allows the trail to be designed in coordination with the ultimate park configuration while minimizing impacts to environmentally sensitive areas and maintaining the City's long-term active transportation objectives.

4. Impacts on infrastructure including water, wastewater, drainage, and the transportation network:
Water and wastewater services will be provided by the City of College Station. The subject property is in the Alum Creek Drainage Basin and drains to Tributaries 2 & 4 of Alum Creek as well as to Alum Creek Directly. Drainage and any other infrastructure required with the site development shall be

designed and constructed in accordance with the BCS Unified Design Guidelines.

The subject property has frontage to State Highway 6 South, which is designated as a Freeway/Expressway on the City's Thoroughfare Plan. Several other thoroughfares are stubbed to the subject tract and are expected to continue to and through the property as planned. They are as follows:

- Lakeway Drive (from the north)
- Mather Parkway (from Southern Pointe)
- Southern Pointe Parkway (from Southern Pointe)
- Pipeline Road (from ETJ in southern property corner)
- Two pairs of Minor Arterial and Minor Collector roadways (from ETJ along the eastern property line)

A Traffic Impact Analysis (TIA) was submitted in support of the associated rezoning request and is discussed in greater detail within the rezoning staff report. In the attached "Thoroughfare Plan" exhibit, callout item #3 shows the proposed reclassification of the north-south roadway from a major collector to a minor collector and is the amendment most directly supported by the TIA. The analysis projects approximately 2,750 average daily trips (ADT) on this roadway. Based on these projected traffic volumes, the applicant states that a two-lane minor collector, consistent with the Bryan-College Station Unified Design Guidelines, is sufficient to accommodate the anticipated traffic demand.

5. Consistency with the goals and strategies set forth in the Comprehensive Plan:
The proposed amendment remains consistent with the Comprehensive Plan's vision of providing a safe, connected, and context-sensitive multimodal transportation network while allowing the City's long-range transportation plans to evolve as development occurs. The amendment refines the planned roadway and active transportation network to better reflect existing site conditions, environmental features, projected travel demand, and the proposed development pattern for Savannah Oaks.

The proposed changes support Comprehensive Plan Strategic Action 6.1 by promoting context-sensitive transportation planning and Strategic Action 5.14, which prioritizes connections between parks, greenways, community facilities, and other destinations as identified in both the Active Transportation Master Plan and the Parks Master Plan. While the amendment modifies the alignment of the proposed shared use path, it maintains the intent of these plans by preserving multimodal connectivity while allowing the final trail alignment to be coordinated with future parkland dedication, environmental features, and the Preliminary Plan process. Although the amendment modifies the location and functional classification of several planned transportation facilities, the overall objective of providing a connected multimodal transportation system is maintained.

Budget & Financial Summary:

Attachments:
1. Ordinance
2. Thoroughfare Plan Amendment Exhibit
3. Bicycle Plan Amendment Exhibit
4. Pedestrian Plan Amendment Exhibit
5. Applicants Supporting Information

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 BICYCLE PLAN AND PEDESTRIAN PLAN FOR THE PROPOSED SAVANNAH OAKS SUBDIVISION IN SOUTH COLLEGE STATION, TO REALIGN FOUR THOROUGHFARES, RECLASSIFY TWO THOROUGHFARES, REMOVE A FUTURE BICYCLE PEDESTRIAN GRADE SEPARATED CROSSING, REALIGN THE FUTURE ALUM CREEK SHARED USE PATH, AND MODIFY FUTURE BIKE LANES AND SIDEWALKS TO SHARED USE PATHS; 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.13" and "E.3.g." 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.13" and "E.3.g." of 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. Economic Development Master Plan dated February 2026;
2. The Water System Master Plan dated April 2017;
3. The Wastewater System Master Plan dated April 2017;
4. Northeast Gateway Redevelopment Plan dated September 2023;
5. Wellborn District Plan dated October 2023;
6. Housing Action Plan dated September 2024;
7. Active Transportation Master Plan dated May 2026; and
8. Parks and Recreation Master Plan dated October 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 – Ordinance No. 2026-4712 dated August 27, 2026.
12. Expiring the Parks, Recreation, and Open Spaces Master Plan dated July 2011 – Ordinance dated October 22, 2026.
13. 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 a future bicycle pedestrian grade separated crossing, realign the future Alum Creek shared use path, and modify future bike lanes and sidewalks to shared use paths – this Ordinance dated October 22, 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 – Ordinance 4710, dated August 27, 2026.

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 – Ordinance 4712 dated August 27, 2026.

g. Amended to realign four thoroughfares and reclassify two thoroughfares for the proposed Savannah Oaks Subdivision in south College Station – this Ordinance dated October 22, 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 "Active Transportation Master Plan" is hereby amended by amending a portion of Map 4.5 titled "Proposed Bicycle Plan" by removing a future bicycle grade separated crossing, realigning the future Alum Creek shared use path, and modifying future bike lanes to shared use path as shown as follows:

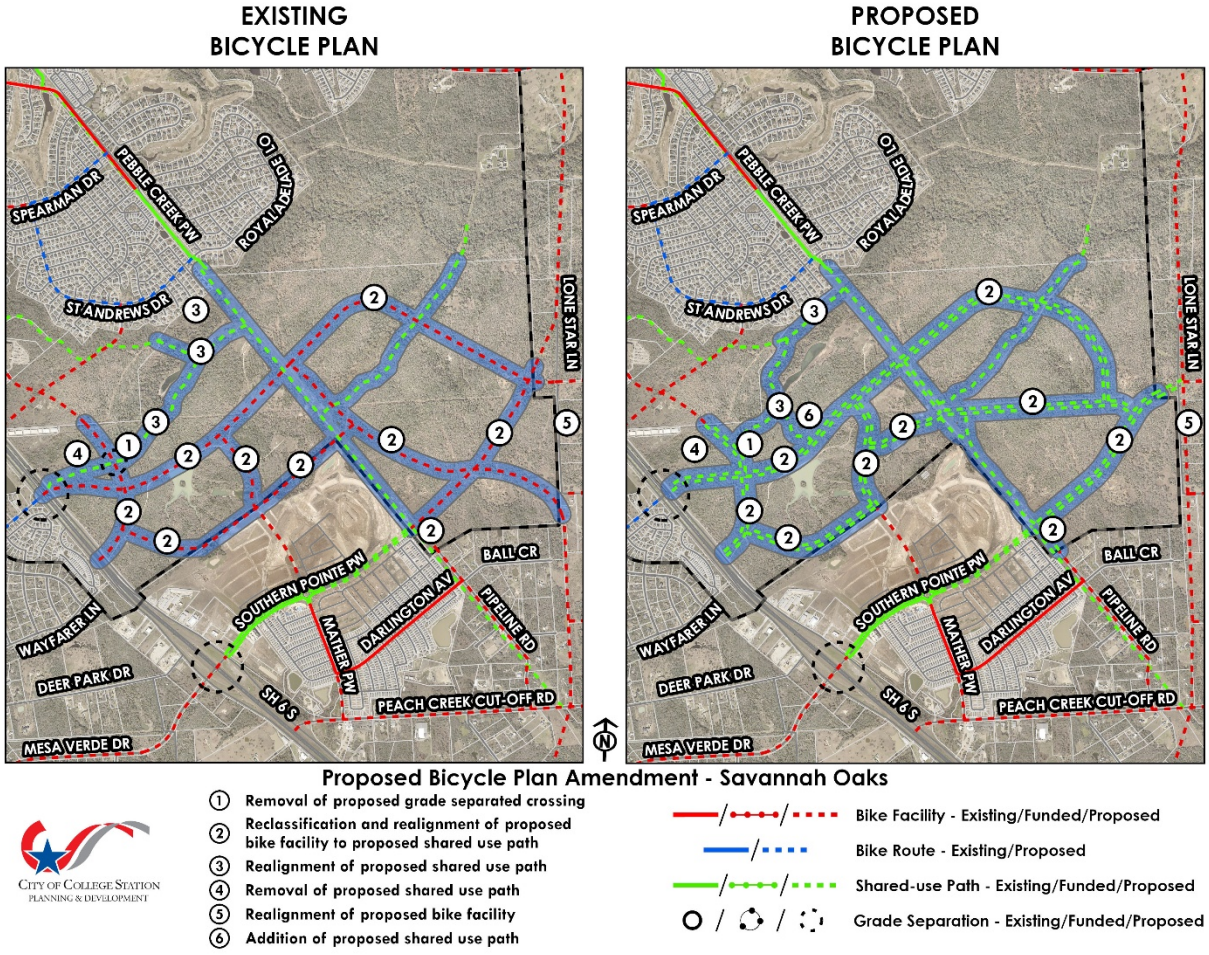


EXHIBIT C

That the "Active Transportation Master Plan" is hereby amended by amending a portion of Map 4.6 titled "Proposed Pedestrian Plan" by removing a future pedestrian grade separated crossing, realigning the future Alum Creek shared use path, and modifying future sidewalks to shared use path as shown as follows:

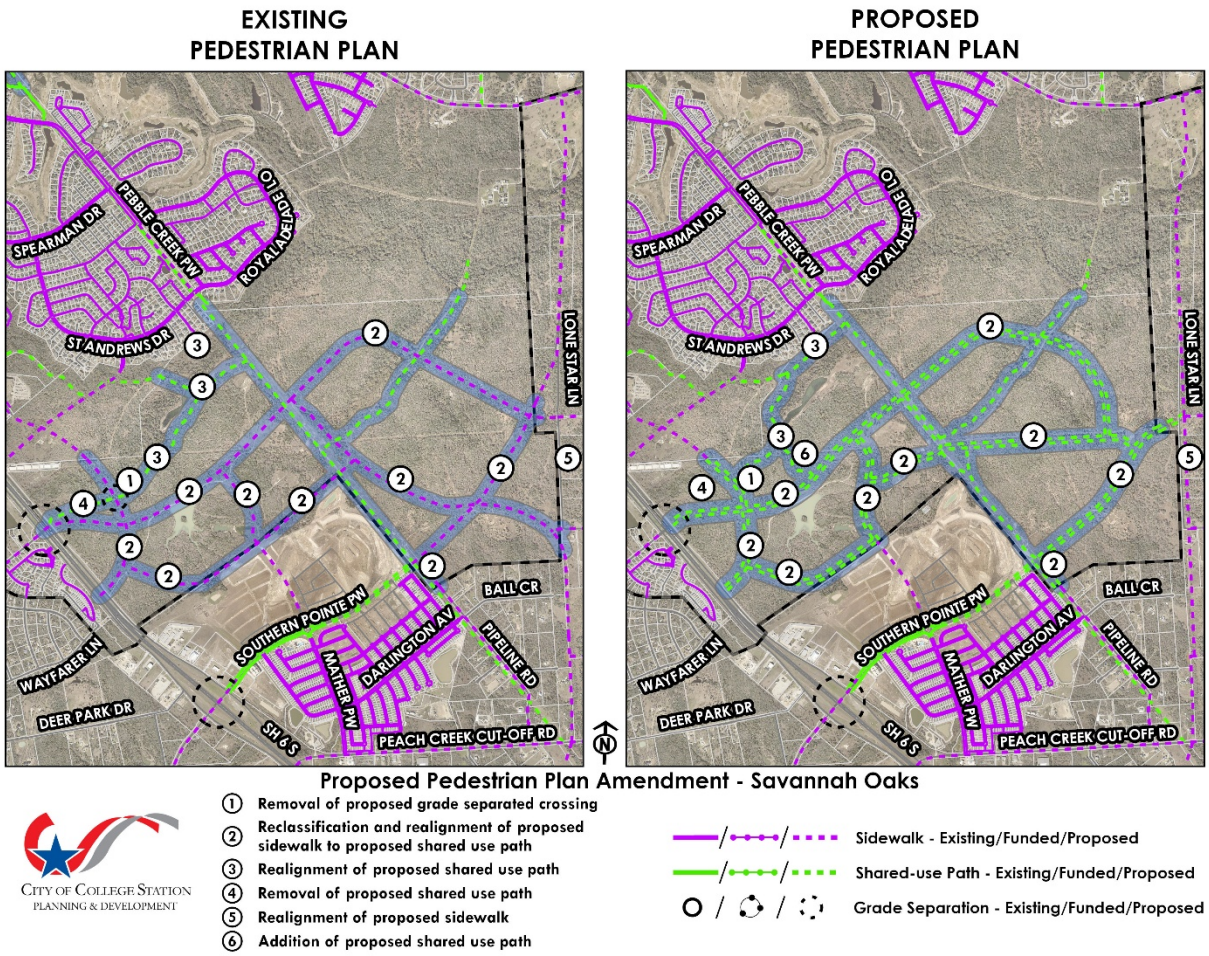
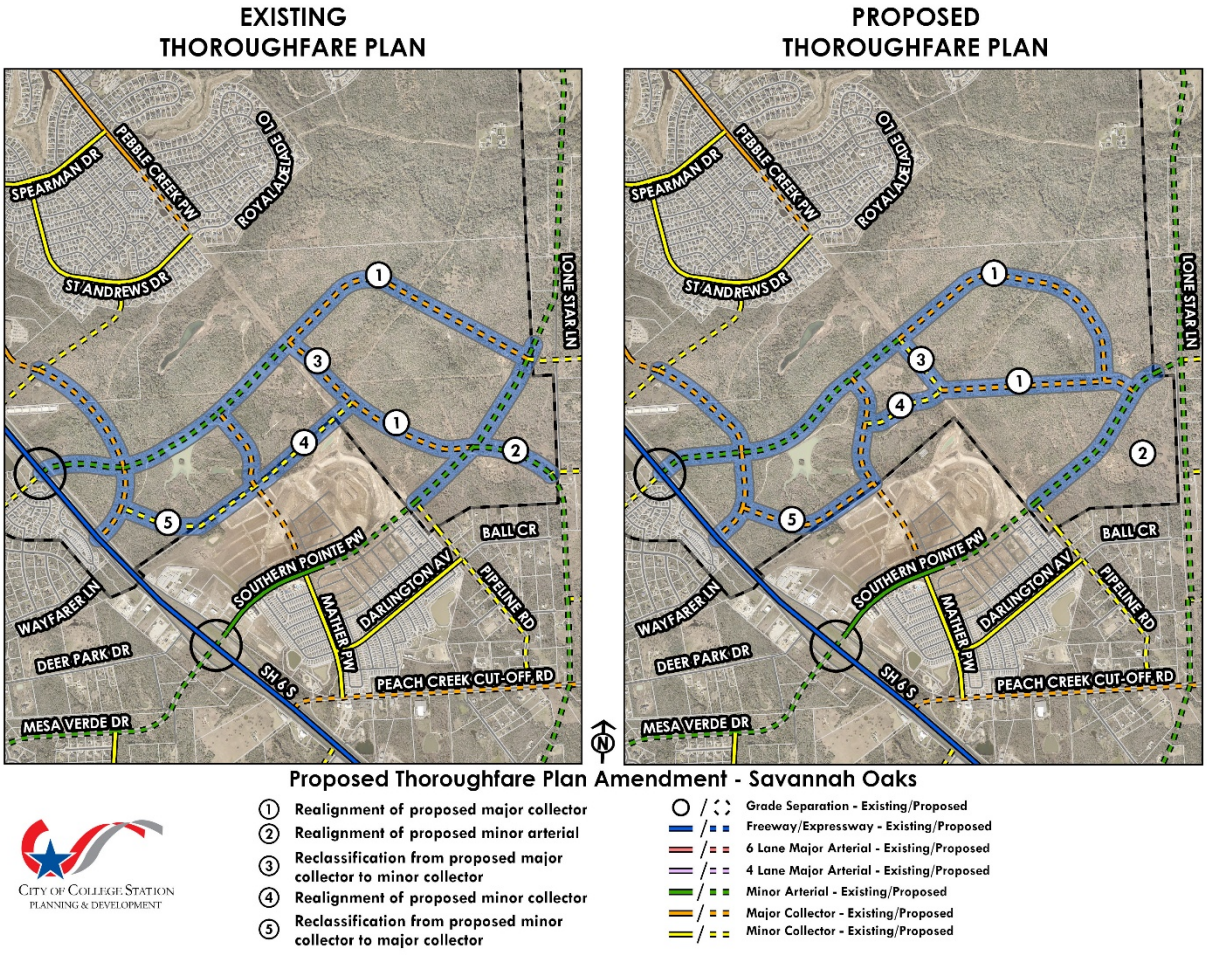
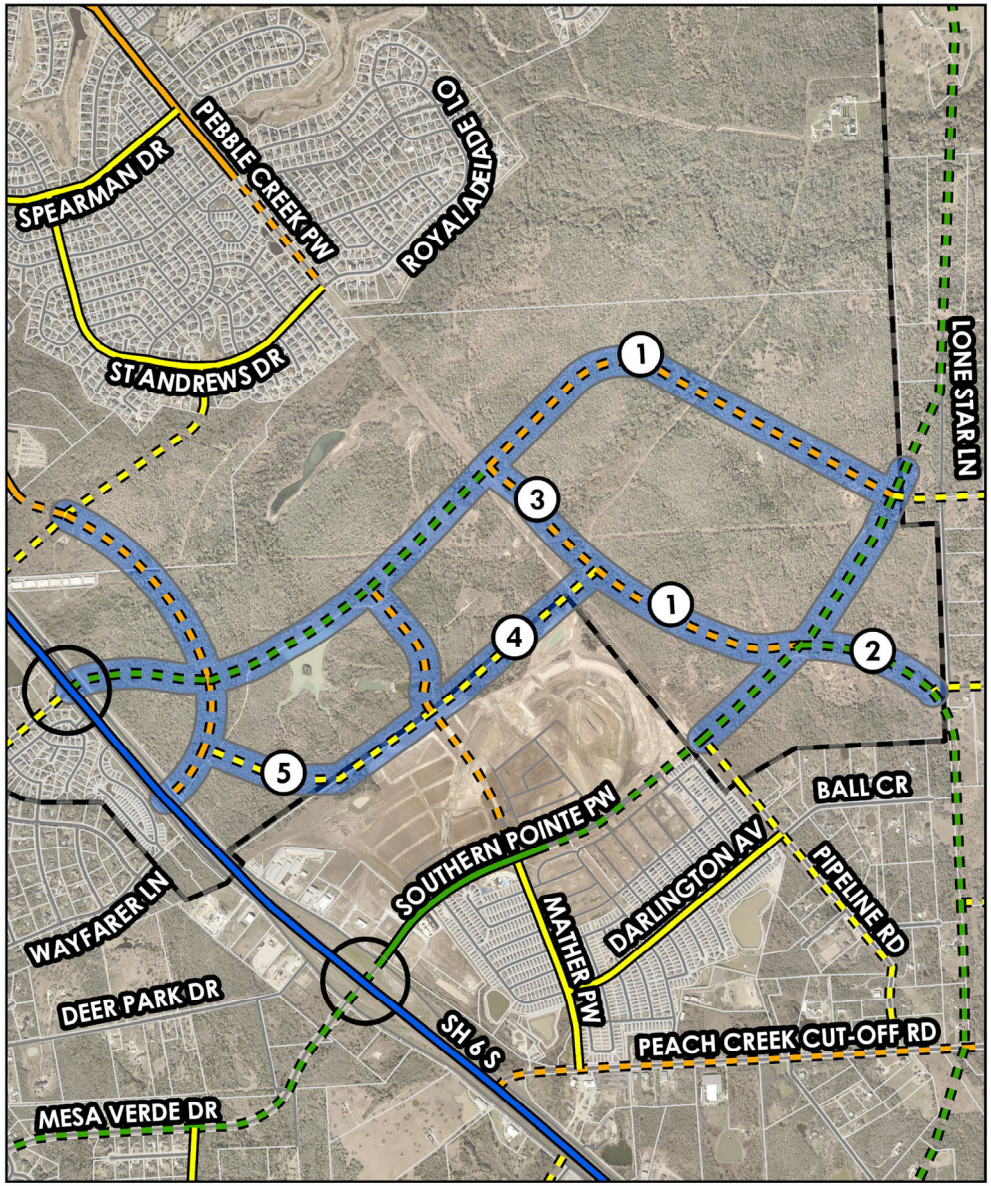


EXHIBIT D

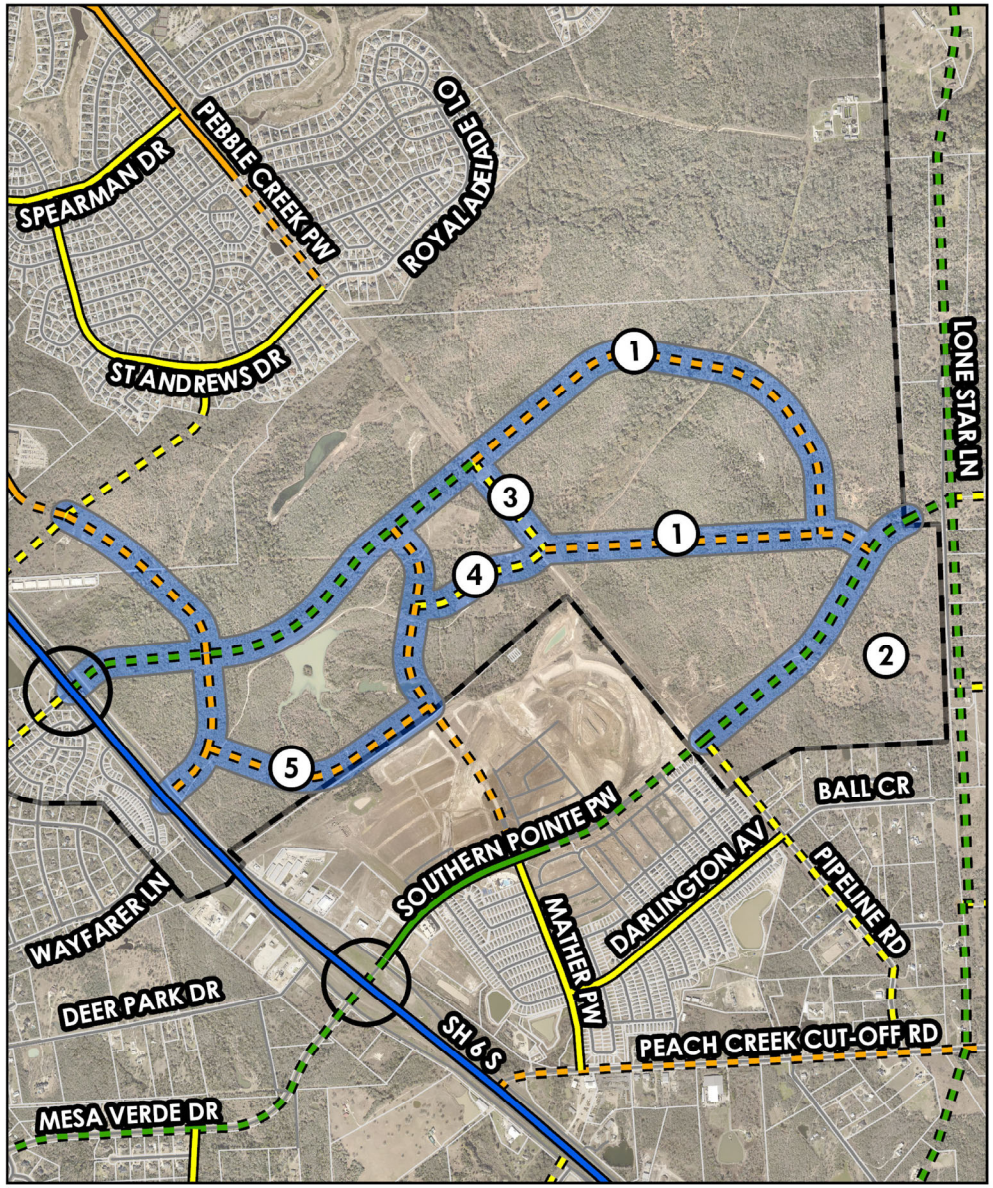
That the "Official City of College Station Comprehensive Plan" is hereby amended by amending a portion of Map 6.3 titled "Functional Classification & Context Class" by realigning four thoroughfares and reclassifying two thoroughfares, as shown as follows:



EXISTING THOROUGHFARE PLAN



PROPOSED THOROUGHFARE PLAN



N

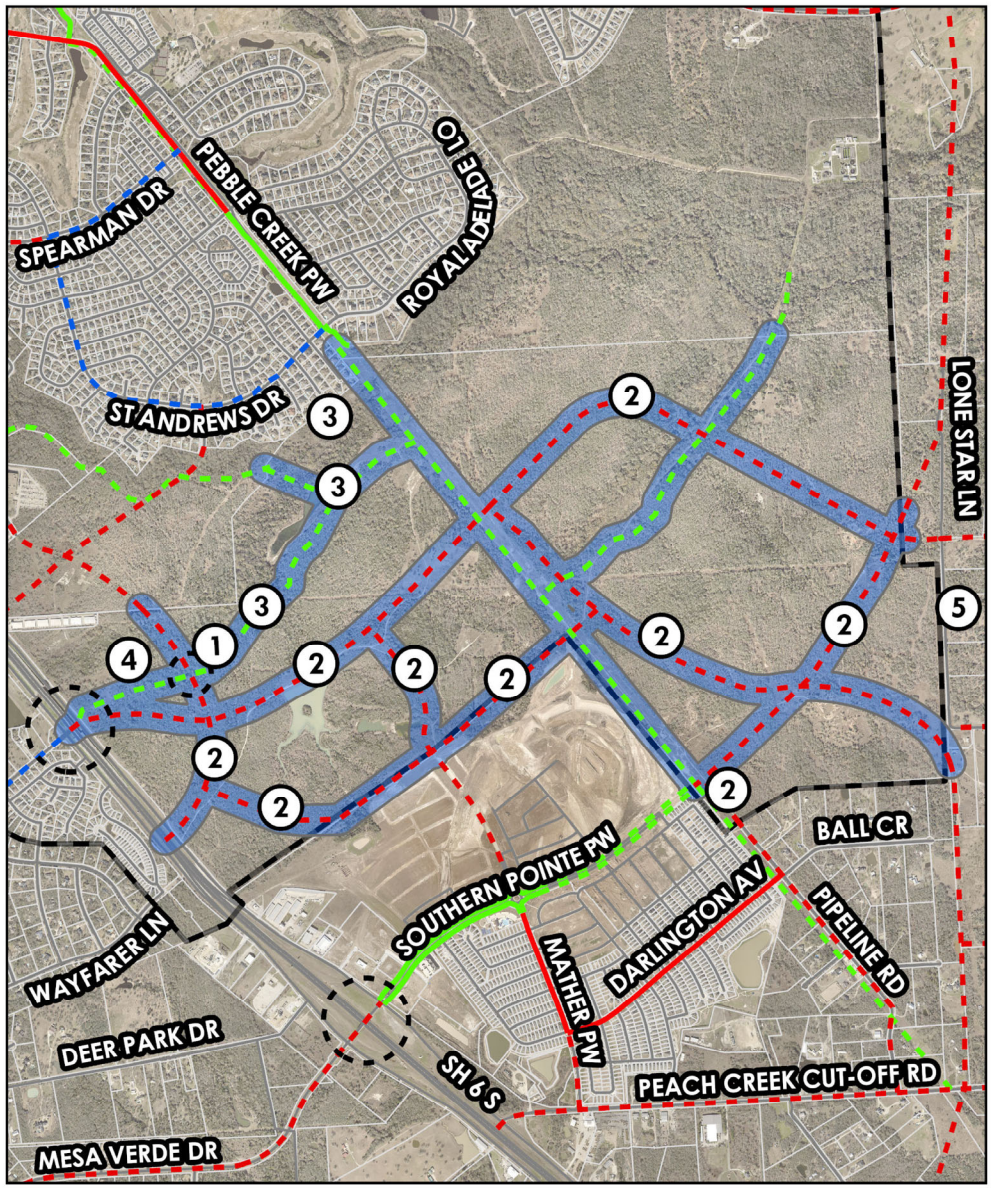
Proposed Thoroughfare Plan Amendment - Savannah Oaks

1. Realignment of proposed major collector
2. Realignment of proposed minor arterial
3. Reclassification from proposed major collector to minor collector
4. Realignment of proposed minor collector
5. Reclassification from proposed minor collector to major collector

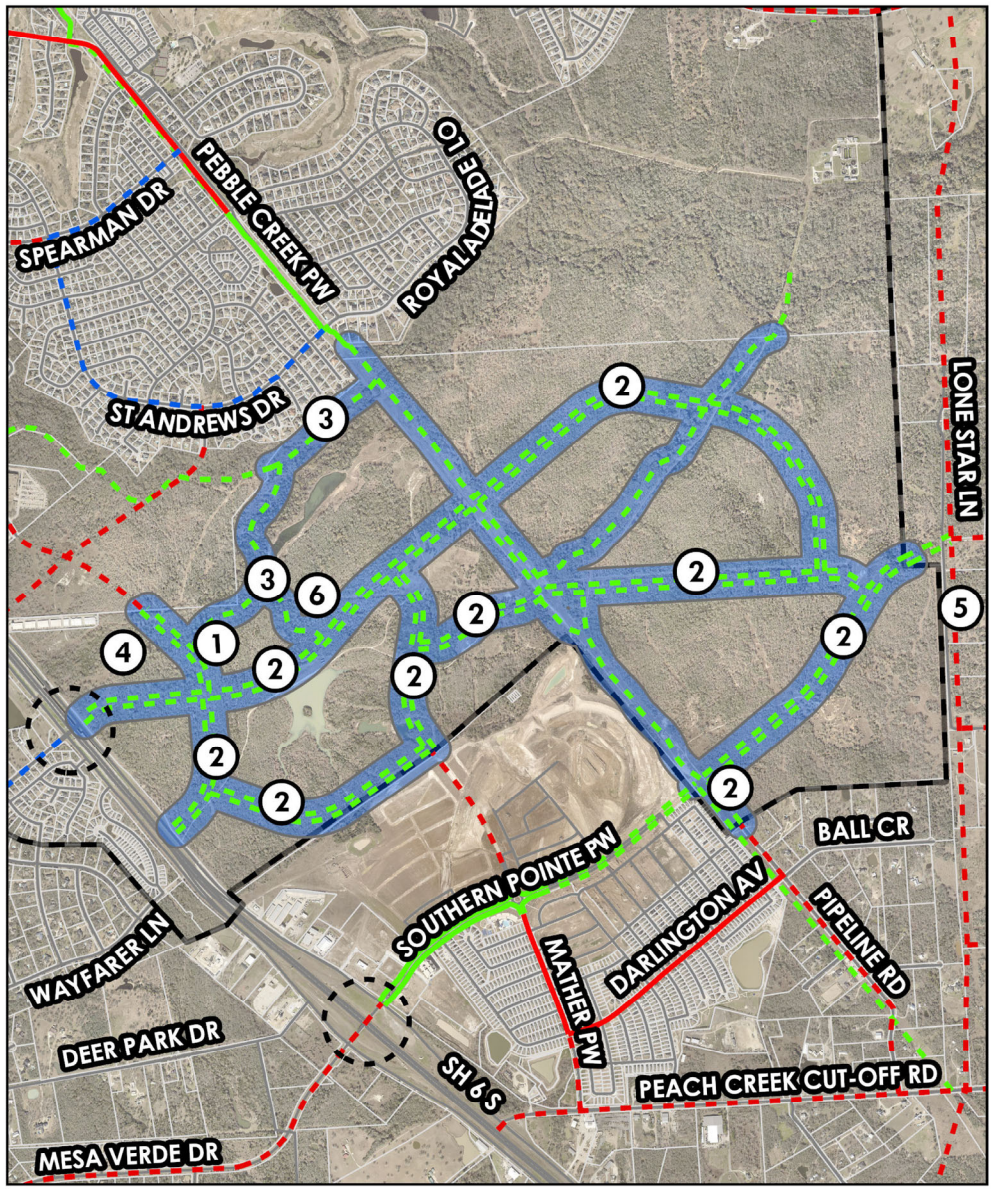
- Grade Separation - Existing/Proposed
- Freeway/Expressway - Existing/Proposed
- 6 Lane Major Arterial - Existing/Proposed
- 4 Lane Major Arterial - Existing/Proposed
- Minor Arterial - Existing/Proposed
- Major Collector - Existing/Proposed
- Minor Collector - Existing/Proposed

City of College Station
Planning & Development

EXISTING BICYCLE PLAN



PROPOSED BICYCLE PLAN



Proposed Bicycle Plan Amendment - Savannah Oaks

CITY OF COLLEGE STATION
PLANNING & DEVELOPMENT

1. Removal of proposed grade separated crossing
2. Reclassification and realignment of proposed bike facility to proposed shared use path
3. Realignment of proposed shared use path
4. Removal of proposed shared use path
5. Realignment of proposed bike facility
6. Addition of proposed shared use path

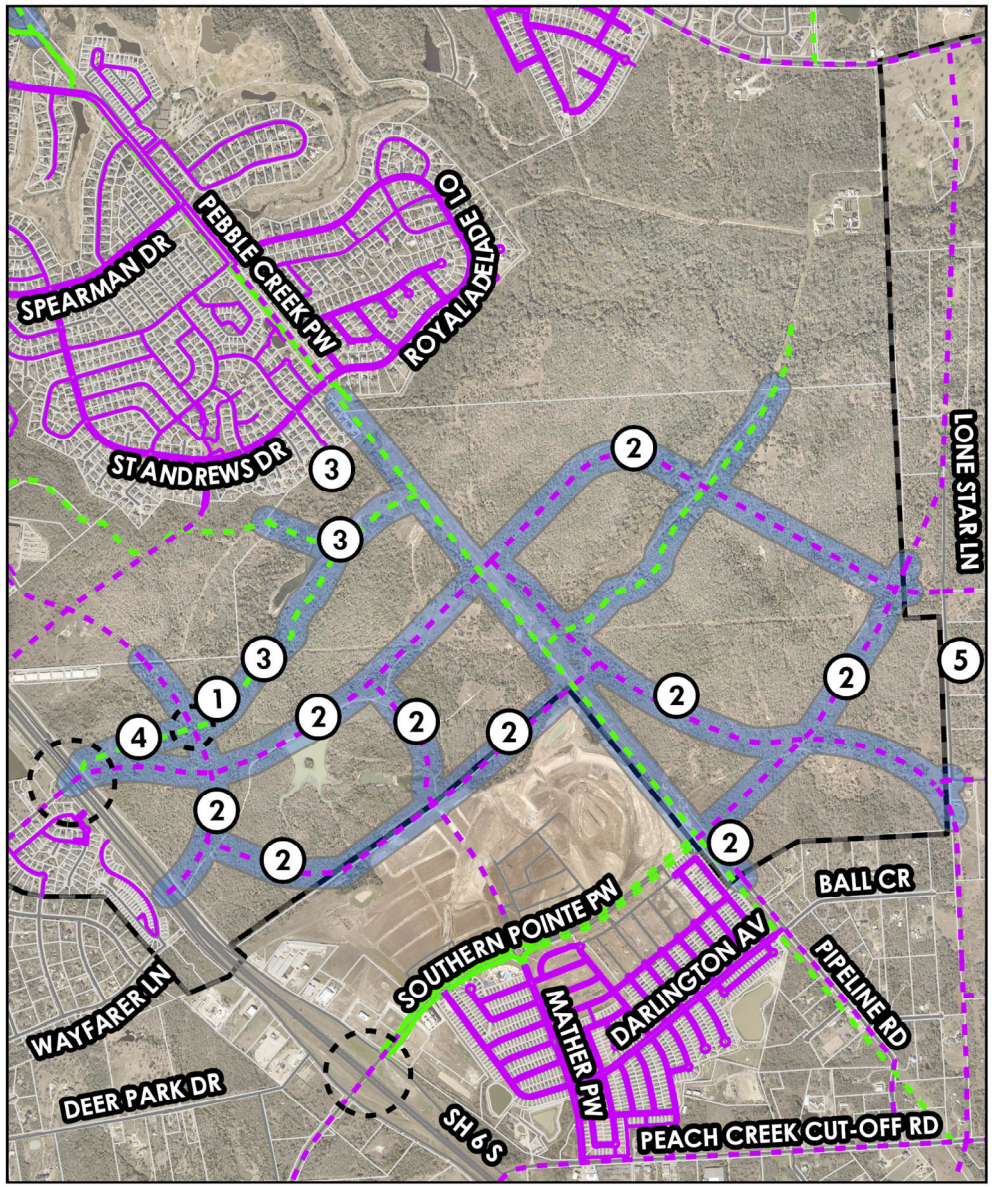
Bike Facility - Existing/Funded/Proposed

Bike Route - Existing/Proposed

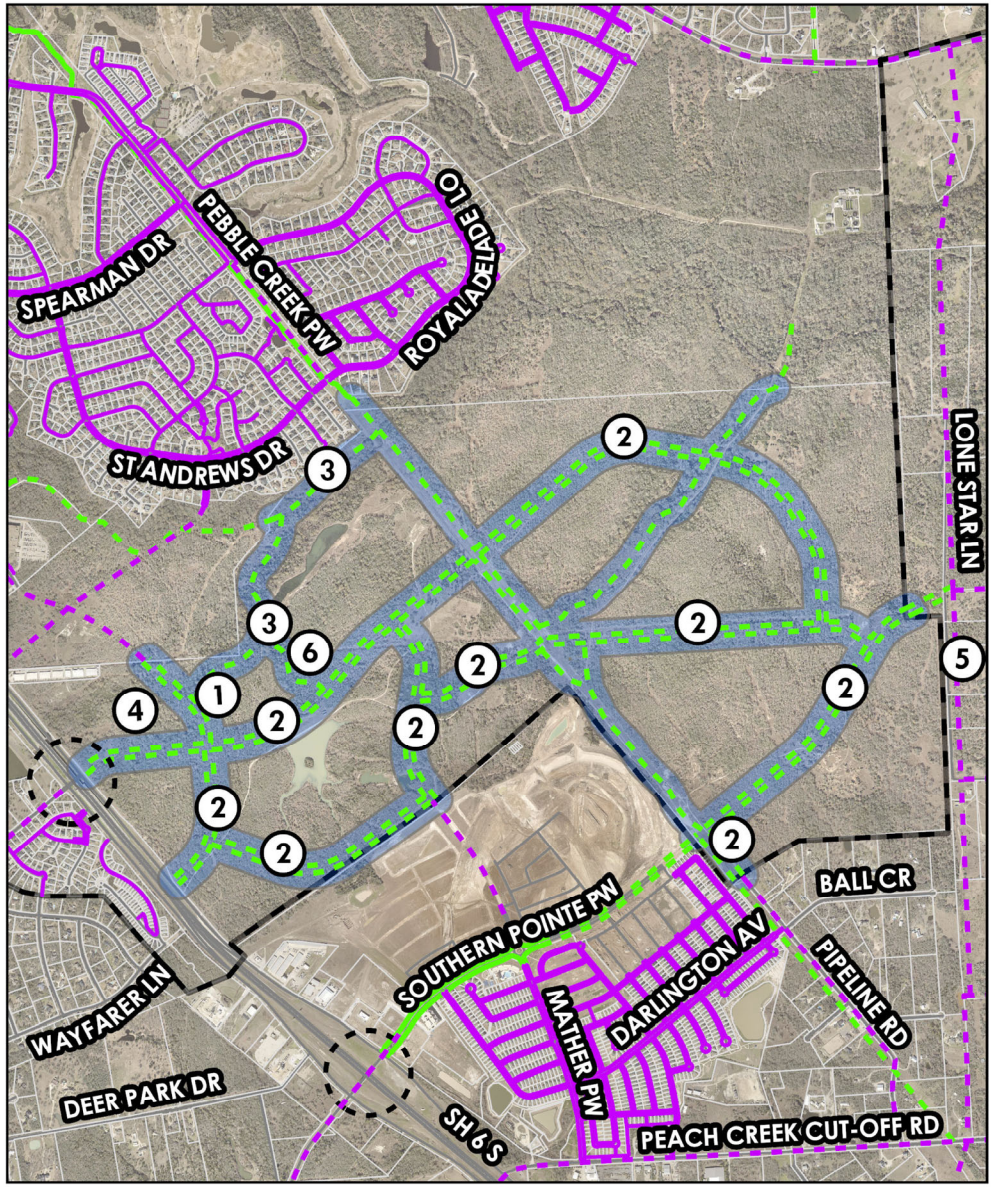
Shared-use Path - Existing/Funded/Proposed

Grade Separation - Existing/Funded/Proposed

EXISTING PEDESTRIAN PLAN



PROPOSED PEDESTRIAN PLAN



N

Proposed Pedestrian Plan Amendment - Savannah Oaks

CITY OF COLLEGE STATION
PLANNING & DEVELOPMENT

1. Removal of proposed grade separated crossing
2. Reclassification and realignment of proposed sidewalk to proposed shared use path
3. Realignment of proposed shared use path
4. Removal of proposed shared use path
5. Realignment of proposed sidewalk
6. Addition of proposed shared use path

Sidewalk - Existing/Funded/Proposed

Shared-use Path - Existing/Funded/Proposed

Grade Separation - Existing/Funded/Proposed

COMP PLAN APPLICATION SUPPORTING INFORMATION

Updated 6/26/2026

Name of Project: ROADWAY AND SHARED USE PATH CHANGES (CPA2026-000008)

Address: N/A

Legal Description: A021001, S D SMITH (ICL), TRACT 21, 1265.851 ACRES, & A020201 SW ROBERTSON

Total Acreage: 1266

Applicant: SILVERFIN LAND DEVELOPMENT LLC

Property Owner: SILVERFIN CS LAND LLC

What element of the Comprehensive Plan and at what location is requested to be amended?

As demonstrated on the attached exhibits, the alignment of shared use paths and the alignment of the road network within Savannah Oaks.

What is the amendment requested?

The alignment of shared use paths and the alignment of the road network within Savannah Oaks

What is the reason for the amendment?

The current alignment has significant impact on the development potential for the property. The proposed realignment improves connectivity, reduces conflict points between pedestrians/cyclists and vehicular traffic, and reflects the proposed development conditions while increasing the commercial and residential offerings. In addition, the proposed alignment strategically utilizes existing pipeline corridors and natural topography creating more efficient and functional land use.

By incorporating these existing constraints and natural features into the overall planning framework, the development is able to maximize usable acreage, improve site circulation, reduce grading impacts, and support a more cohesive integration of residential, commercial and open space areas.

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 broader context within the subject area of the City reflects ongoing growth and development pressures, along with a continued emphasis on aligning infrastructure with current and anticipated land-use patterns. As surrounding areas continue to develop, there is an increasing need for roadway and pedestrian networks that support efficient traffic distribution, phased development, and improved multimodal connectivity. The revised Savannah Oaks alignment responds to these evolving conditions by better integrating transportation infrastructure with existing easements, topography, and planned development in the area.

In contrast, the removal of the Pebble Creek Parkway connection creates a significant gap in the planned east– west roadway network, eliminating a key element of continuity intended to support regional circulation. This change alters the intended function of the overall roadway system and reduces the effectiveness of the broader network by limiting planned connectivity and interdependence between internal and external routes. As a result, the roadway system would not operate as originally envisioned in the approved framework, reinforcing the need to reevaluate and adjust the alignment to ensure the network functions as intended.

Given the improved efficiency, development coordination, and mobility benefits provided by the revised Savannah Oaks alignments, and the substantial adverse impacts associated with removing the Pebble Creek Parkway connection, a Comprehensive Plan amendment is warranted to formally adopt the proposed roadway and shared-use path network revisions.

Explain the impact on environmentally sensitive and natural areas and infrastructure, including water, wastewater, drainage and transportation network.

The revised alignments maintain the intended function of the shared use paths while better integrating with surrounding land uses and existing development patterns. The proposed road network changes better align with current and future roadway access for adjacent properties and remain consistent with the scale and character of Savannah Oaks and the surrounding area of the College Station.

In addition, the proposed alignment strategically utilizes existing pipeline corridors and responds to the natural topography of the site to create more efficient and functional land use patterns. By incorporating these existing constraints and natural features into the overall planning framework, the development can maximize usable acreage, improve site circulation, reduce grading impacts, and support cohesive integration between residential, commercial, open space elements.

The modifications also provide appropriate transitions between land uses, reinforce planned connectivity throughout the area, and support coordinated infrastructure placement. Overall, the proposed changes are compatible with the character and development patterns of the immediate

area and further the broader planning objectives of the City by promoting orderly growth, efficient infrastructure, and thoughtful site design.

Explain how this change will be consistent with the goals and strategies set forth in the Comprehensive Plan.

The revised alignments maintain the intended function of the shared use paths while better integrating with surrounding land uses and existing development patterns. The proposed road network changes better align with current and future roadway access for adjacent properties and remain consistent with the scale and character of Savannah Oaks and the surrounding area of the College Station.

In addition, the proposed alignment strategically utilizes existing pipeline corridors and responds to the natural topography of the site to create more efficient and functional land use patterns. By incorporating these existing constraints and natural features into the overall planning framework, the development can maximize usable acreage, improve site circulation, reduce grading impacts, and support cohesive integration between land uses.

The modifications also provide appropriate transitions between land uses, reinforce planned connectivity throughout the area, and support coordinated infrastructure placement. Overall, the proposed changes are compatible with the character and development patterns of the immediate area and further the broader planning objectives of the City by promoting orderly growth, efficient infrastructure, and thoughtful site design.

Environmental Impact

The proposed roadway and shared-use path modifications are intended to minimize impacts to environmentally sensitive areas while maintaining the overall connectivity objectives of the Comprehensive Plan.

The revised shared-use path alignment avoids portions of the site characterized by significant topographic variation, mature-wooded areas, and other environmental constraints. Construction of the originally planned alignment would require substantial clearing, grading, drainage improvements, and long-term maintenance activities within areas containing natural environmental features. By relocating portions of the shared-use path to the Savannah Oaks Boulevard corridor and utilizing planned transportation infrastructure corridors, the amendment substantially reduces disturbance to existing vegetation, preserves larger contiguous natural open space areas, and minimizes encroachment into environmentally sensitive portions of the site.

The amendment also removes the previously contemplated shared-use path extension between Lakeway Drive and the Highway 6 frontage road. The original alignment would require the path to traverse areas constrained by Alum Creek, challenging topography, and proposed commercial

development. The revised approach directs users to the planned shared-use path network along Lakeway Drive and Savannah Oaks Boulevard, maintaining equivalent connectivity while avoiding construction impacts within environmentally constrained areas and reducing potential conflicts associated with routing a shared-use path through commercial development.

The roadway modifications similarly reduce environmental impacts by utilizing existing utility and infrastructure corridors where feasible and by responding to the site's natural topography. The proposed roadway network promotes efficient land use patterns and maximizes double-loaded street segments, reducing the need for additional roadway infrastructure, clearing, grading, and associated utility extensions.

No significant impacts to planned water, wastewater, or drainage infrastructure are anticipated. The proposed roadway and shared-use path modifications remain consistent with the overall utility and drainage framework previously contemplated for the development. Overall, the amendment better balances transportation objectives, environmental stewardship, and efficient infrastructure planning while preserving the functionality of the City's planned transportation network.

Infrastructure Impact

No significant impacts to water, wastewater, or drainage infrastructure are anticipated as a result of the proposed changes. The revised alignments remain consistent with the planned utility framework and do not materially increase overall utility demand or alter the established drainage strategy for the site.

Goals and Objectives

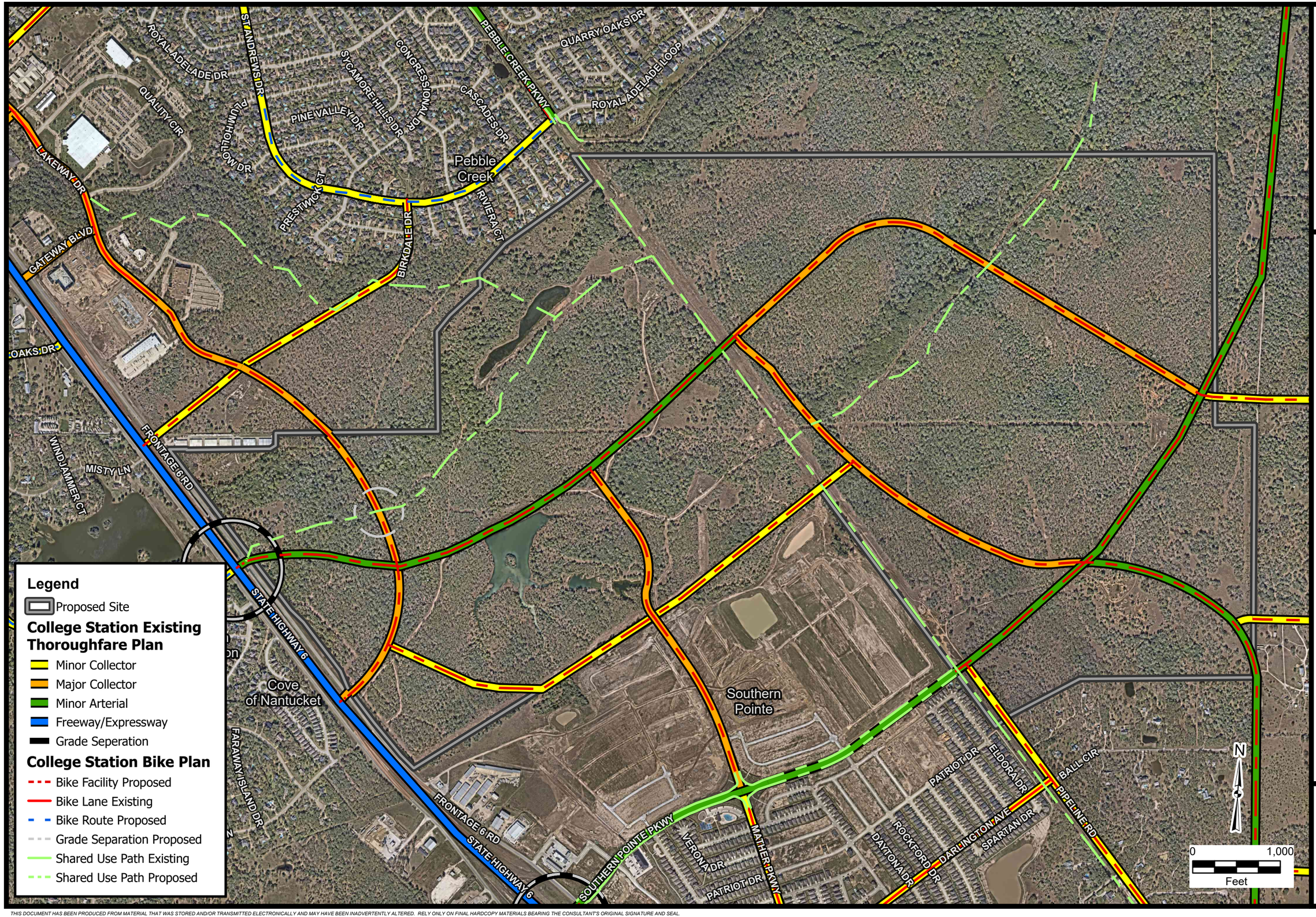
The proposed amendment remains consistent with the Comprehensive Plan's goals related to transportation, connectivity, environmental stewardship, and coordinated infrastructure planning.

The proposed shared-use path modifications continue to provide connectivity between residential areas, parks, open spaces, commercial destinations, and the broader shared-use path network. While portions of the alignment are relocated from a greenway setting to the Savannah Oaks Boulevard corridor, the revised alignment maintains the intended network connections and continues to support pedestrian and bicycle mobility throughout the development and to adjacent destinations, including Lick Creek Park.

The amendment also advances Comprehensive Plan objectives related to efficient infrastructure placement and responsible environmental management. The revised alignment avoids areas with significant topographic constraints, mature vegetation, and other natural features that would require substantial disturbance to accommodate construction. By locating portions of the shared-use path within planned transportation corridors, the amendment reduces environmental impacts, minimizes grading requirements, and improves long-term maintainability of public infrastructure.

The roadway modifications further support Comprehensive Plan policies encouraging coordinated transportation planning and efficient use of infrastructure corridors. Several roadway alignments have been refined to better respond to existing utility easements, pipeline corridors, adjacent development patterns, and projected traffic demands identified in the Traffic Impact Analysis. In particular, the proposed roadway classification adjustments reflect current traffic projections while recognizing physical constraints associated with existing utility infrastructure.

The amendment preserves the overall connectivity and function of the transportation network while allowing infrastructure to be located in a manner that is more compatible with existing site conditions and future development patterns. Collectively, the proposed changes support the Comprehensive Plan's broader objectives of orderly growth, efficient infrastructure investment, environmental preservation, and development of a connected transportation system.



Legend

- Proposed Site

College Station Existing Thoroughfare Plan

- Minor Collector
- Major Collector
- Minor Arterial
- Freeway/Expressway
- Grade Seperation

College Station Bike Plan

- Bike Facility Proposed
- Bike Lane Existing
- Bike Route Proposed
- Grade Separation Proposed
- Shared Use Path Existing
- Shared Use Path Proposed

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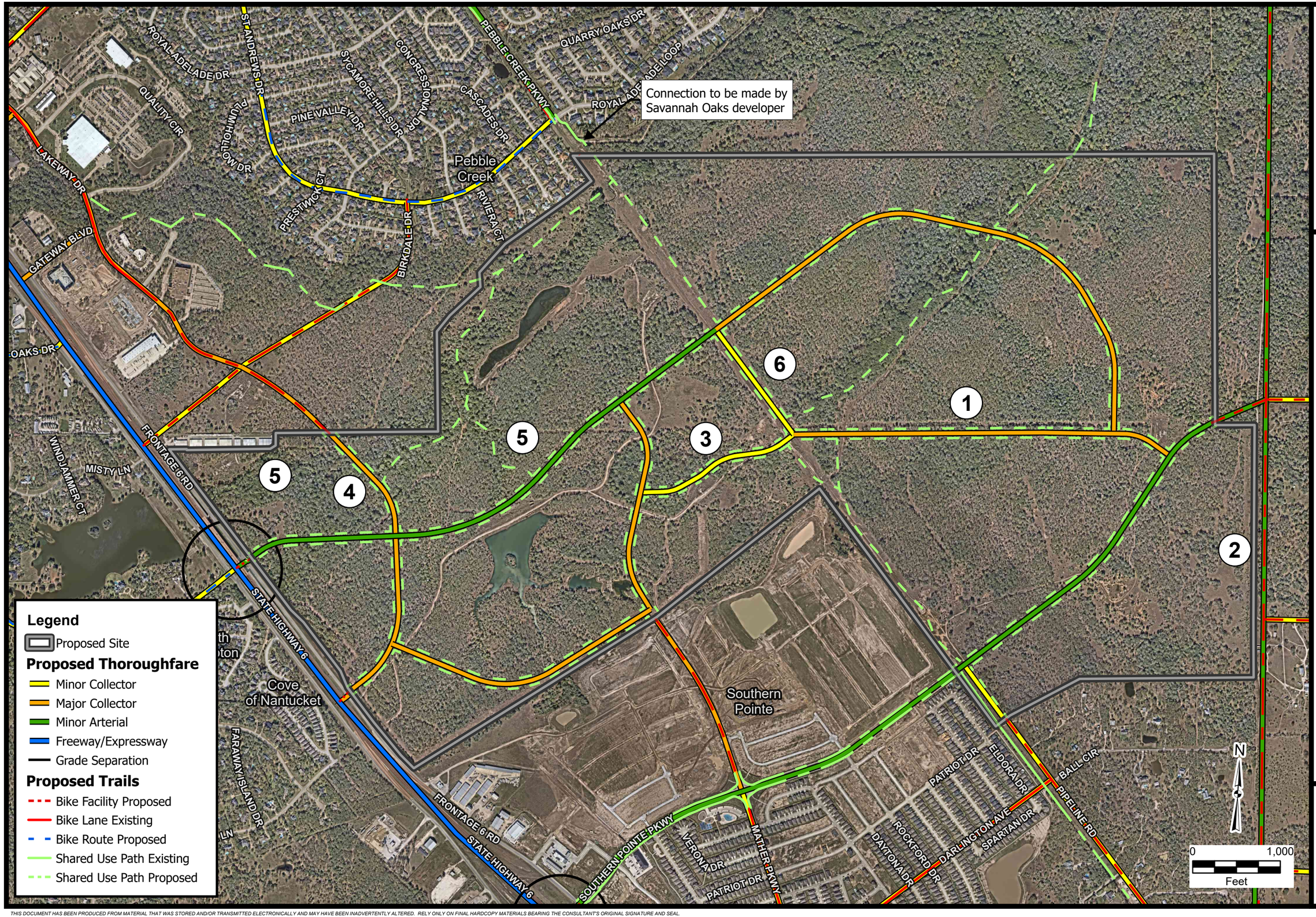
SAVANNAH OAKS
EXISTING ROADWAYS EXHIBIT
COLLEGE STATION, TEXAS

JOB NO.	30099-00
DATE	Jun 2026
DESIGNER	HF
DRAWN	AC
CHECKED	CT
SHEET	1.0

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THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL



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SAVANNAH OAKS
PROPOSED ROADWAYS EXHIBIT
COLLEGE STATION, TEXAS

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October 22, 2026
Item No. 9.4.
Savannah Oaks Planned Development

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 R Rural & CI Commercial Industrial to PDD Planned Development District (1,104.1 acres) & P-MUD Planned Mixed-Use District (162.6 acres) for the Savannah Oaks Planned Development including single-family, multi-family, commercial, parks and trails on approximately 1,266.7 acres generally located east of the intersection of State Highway 6 and Nantucket Drive, between the Pebble Creek Subdivision and the Southern Pointe Subdivision.

Relationship to Strategic Goals:
Diverse & Growing Economy

Recommendation(s): Staff recommends approval of this rezoning request as it is in line with the Comprehensive Plan and compatible with the surrounding area. This item is scheduled to be heard at the October 15th Planning and Zoning Commission meeting.

Summary: This request is to rezone approximately 1,266.7 acres of land generally located east of the intersection of State Highway 6 and Nantucket Drive from R Rural & CI Commercial Industrial to PDD Planned Development District (1,104.1 acres) & P-MUD Planned Mixed-Use District (162.6 acres). The base zoning districts for the PDD area are GS General Suburban and NAP Natural Areas Protected, while the base zoning districts for the P-MUD area are MF Multi-Family, GC General Commercial, and NAP Natural Areas Protected. The tract proposed to be rezoned consists of an un-platted property and is currently vacant. The property was originally zoned to A-O (later renamed to R Rural) upon annexation, with a portion of the property being designated as CI Commercial Industrial in 2007. The applicant is proposing a planned development including single-family, multi-family, commercial, parks and trails which would not be allowed under the current zoning. As indicated by the applicant, the planned development provides a flexible, integrated regulatory framework to implement a master-planned community containing general suburban or single-family residential, townhouse, multifamily and general commercial land uses or districts, with coordinated infrastructure, open space, and design standards that promote walkability, multimodal connectivity, variety of housing, and compatibility with surrounding land uses. The applicant is requesting several modifications to the Unified Development Ordinance such as Density and Dimensional Standards, Subdivision regulations, and Permitted Uses, along with providing several community benefits which can all be found in the supporting information.

The applicant intends to develop this property as a master-planned, mixed-use community encompassing approximately 1,266 acres along the Highway 6 corridor as shown on Concept Plan and further outlined in the Savannah Oaks Planned Development document.

REZONING REVIEW CRITERIA
1. Whether the proposal is consistent with the Comprehensive Plan:
The subject tract is designated as General Commercial, Suburban Residential and Natural and Open Areas on the Comprehensive Plan Future Land Use & Character Map. For the General Commercial

land use, the Comprehensive Plan provides the following:

Areas appropriate for concentrated areas of commercial activities that cater to both nearby residents and to the larger community or region. Generally, these areas tend to be large and located along regionally significant roads. Due to their context, these areas tend to prioritize automobile mobility.

The intent of the General Commercial land use is to accommodate commercial uses, concentrate development at major intersections, support multifamily as a secondary use, and encourage shared surface parking.

The zoning districts that are generally appropriate within the General Commercial land use include: General Commercial, Office, and Mixed-Use zoning.

The proposed rezoning request to P-MUD Planned Mixed-Use District with a base MF Multi-Family, GC General Commercial, and NAP Natural Areas Protected is consistent with the Comprehensive Plan.

A portion of subject tract is also designated as Suburban Residential on the Comprehensive Plan Future Land Use & Character Map. For Suburban Residential land use, the Comprehensive Plan provides the following:

Areas appropriate for single-family areas with limited townhomes, duplexes, other housing types, and some non-residential uses that are compatible with surrounding single-family areas. Buildings may be highly consistent within a subdivision or neighborhood.

The intent of the Suburban Residential land use is to encourage community facilities such as parks, provide pedestrian and vehicular connectivity, accommodate streetscape features.

The zoning districts that are generally appropriate within the Suburban Residential land use include: General Suburban and Restricted Suburban zoning.

A portion of subject tract is also designated as Natural and Open Areas on the Comprehensive Plan Future Land Use & Character Map. For Natural and Open Areas land use, the Comprehensive Plan provides the following:

Areas that represent a constraint to development and that should be conserved for their natural function or open space qualities. These areas can include floodplains, riparian buffers, common areas, and open space.

The zoning districts that are generally appropriate within the Natural and Open Areas land use include: Natural Areas Protected 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.

The proposed rezoning request to PDD Planned Development District with a base of GS General

Suburban and NAP Natural Areas Protected is consistent with the Comprehensive Plan.

A Comprehensive Plan Amendment has been submitted in conjunction with this request to amend the Thoroughfare Plan in order to realign and reclassify several thoroughfares, and update sidewalks and shared use paths. Should the request to amend the Comprehensive Plan be denied, the rezoning request is no longer consistent with the Comprehensive Plan as this is reflected within Concept Plan and associated exhibits.

2. Whether the uses permitted by the proposed zoning district will be appropriate in the context of the surrounding area:
The subject property is near other existing single-family uses which are adjacent to the north within the Pebble Creek Subdivision, as well as other commercial uses along the State Highway 6 frontage road which is along the western boundary of the proposed development. Lick Creek Park is also located to the north of the development. To the east, the properties are vacant along Lone Star Lane and located in the Extra-Territorial Jurisdiction. To the south is the Southern Pointe subdivision, which consists of primarily single-family development and some commercial uses along State Highway 6 however it is not completely built out and includes future roadways to connect into this development. The proposed zoning district is appropriate in the context of the area as it would allow for infill with additional housing options as well as commercial and multi-family development located adjacent to State Highway 6. For those areas that include floodplain, a flood study will be conducted to assist in the areas to be delineated as NAP Natural and Open Areas. An exhibit provided by the applicant generally indicates about 285 acres of parkland to be provided, which includes floodplain and amenity areas. Parkland areas are to be defined during the Preliminary Plan prior to being dedicated to the City of College Station and finalized with the platting process. The exhibit and articles related to parks were presented to the Parks and Recreation Board Meeting in September, where they were recommended for approval.

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 uses allowed within the proposed zoning districts. The site has adequate space to meet the minimal dimensional standards for proposed zoning districts and base zoning districts. As development occurs within the P-MUD areas, additional Concept Plan Amendments will be required to be submitted for review to ensure compliance with the UDO standards as well as the community benefits provided.

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 future extension needs of this development. The design of extensions to the City's Water and Wastewater systems will be reviewed with platting of the tract. Drainage and any other infrastructure required with site development shall be designed and constructed in accordance with the BCS Unified Design Guidelines. The subject property is generally located east of State Highway 6. Right of Way alignments and dedications would be determined during the preliminary plan. The subject tract has frontage on State Highway 6 and incorporates the future extension of Southern Pointe Parkway and Pipeline Road. Southern Pointe Parkway has a thoroughfare classification of minor arterial, and Pipeline Road is listed as a minor collector. Both will be extended with the platting of the tract and eventually intersect on the southeastern edge of the development. Other alignments of a minor arterial, major collectors and minor collectors currently shown on the Comprehensive Plan are proposed to be amended by an associated application to make modifications to the Thoroughfare Plan and Active Transportation Master Plan. These modifications can be seen in the Concept Plan

and exhibits. A traffic impact analysis (TIA) has been completed with this project with a total build out estimated for 2039. The site's assumed trip generation and traffic mitigation recommendations outlined in the TIA will be fulfilled as buildout happens in phases. Mitigation includes signal timing optimization, signalizing intersections at Nantucket, restriping and bridge widening to create additional lanes at Southern Pointe Parkway and Mesa Verde.

5. The marketability of the property:
As indicated by the applicant, the existing zoning of R Rural does not comply with the Future Land Use designations, with the uses being limited and the applicant states the demand for such uses in this location is declining due to the area's growth and proximity to the Highway 6 corridor. Market trends in College Station indicate stronger demand for a mix of residential, commercial, and higher-density uses supported by infrastructure and access. As a result, the property is less competitive and less economically viable under its current zoning compared to its potential under a Planned Development framework.

REVIEW OF CONCEPT PLAN
The Concept Plan provides an illustration of the general layout of the proposed development as well as other site related features.

In proposing a PDD or P-MUD, an applicant may also request variations to the general platting and site development standards provided that those variations are outweighed by demonstrated community benefits of the proposed development. The Unified Development Ordinance provides the following review criteria as the basis for reviewing Concept Plans:

1. The proposal will constitute an environment of sustained stability and will be in harmony with the character of the surrounding area;
2. The proposal is in conformity with the policies, goals, and objectives of the Comprehensive Plan, and any subsequently adopted Plans, and will be consistent with the intent and purpose of this Section;
3. The proposal is compatible with existing or permitted uses on abutting sites and will not adversely affect adjacent development;
4. Every dwelling unit need not front on a public street but shall have access to a public street directly or via a court, walkway, public area, or area owned by a homeowners association;
5. The development includes provision of adequate public improvements, including, but not limited to, parks, schools, and other public facilities;
6. The development will not be detrimental to the public health, safety, welfare, or materially injurious to properties or improvements in the vicinity; and
7. The development will not adversely affect the safety and convenience of vehicular, bicycle, or pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed use and other uses reasonably anticipated in the area considering existing zoning and land uses in the area.

General:
This request is to rezone approximately 1,266.7 acres from R Rural & CI Commercial Industrial to PDD Planned Development District (1,104.1 acres) & P-MUD Planned Mixed Use District (162.6 acres). The base zoning districts for the PDD area are GS General Suburban and NAP Natural Areas Protected, while the base zoning districts for the P-MUD area are MF Multi-Family, GC General Commercial, and NAP Natural Areas Protected. The stated purpose and intent indicate the Savannah Oaks Planned Development is a master-planned, mixed-use community encompassing

approximately 1,266 acres along the Highway 6 corridor. The development represents a transformative opportunity to create a vibrant, well-connected, and sustainable community that responds to the City's evolving growth patterns, infrastructure investments, and long-term planning objectives. The Concept Plan proposes a commercial and multi-family area closer to Highway 6, with a residential development consisting of various lot sizes for the remainder, with parkland areas and trails throughout the development.

As part of the Savannah Oaks Planned Development, a document was prepared by the applicant to be a part of the rezoning ordinance to provide the regulatory framework for the development. This document includes several articles to outline various development regulations which are unique to this project as well as exhibits to provide additional visual references and guidance. These exhibits include the following:

- Legal Description of the overall area within the Savannah Oaks Planned Development
- Concept Plan which includes a graphic plan showing boundaries, approximate land use areas, road network, major open-space features
- Proposed Zoning Map showing the delineation of zoning districts
- Land Use Table to detail permitted, permitted with special use, and prohibited uses by base zoning district
- Residential Development Standards Table to include density and dimensional standards
- Conceptual Park & Trail Map showing the general layout of parkland areas and trails/shared-use paths
- Typical Roadway/Street Cross Sections and Utility Corridors displaying Cross-sections for Minor arterials, Major and Minor collectors
- Community Benefits provided

Modifications Requested:
While there are several modifications requested that are not specifically identified as such. In comparison to the Unified Development Ordinance, the applicant is generally requesting the following modifications which are found within the Savannah Oaks Planned Development document:

- Definitions for proposed and existing uses
- Permitted and Prohibited Uses to update what is allowed for proposed and existing uses
- Residential Density and Dimensional Standards to modify requirements
- Development Standards to update townhouse and cluster developments
- Specific Use Standards to include proposed and existing uses
- Parking Standards to update requirements and alternative surfacing
- Street Design including layout and cross-sections
- Subdivision Standards including connectivity, block length, and access ways
- Park Classification and Dedication process
- Trail connectivity to update surfacing and widths
- Parkland phasing clarification
- Parkland improvement credit for private amenities
- On-site Irrigation and Environmental Protection for water usage and tree protection
- Shared Use Paths to update the location and width
- Signage Guidelines for a Master Sign Program for updated subdivision and wayfinding

Community Benefits:
The applicant offers the following as community benefits, however additional benefits are found

within the Savannah Oaks Planned Development document (Exhibit) provided by the applicant. The benefits highlighted in the associated Article H are summarized below:

- Increasing landscape buffer plantings by 50%
- Increasing landscape buffer width by 50%
- Increasing landscape point requirement by 10%
- Meeting NRA standards on all facades
- Prohibiting internally illuminated cabinet signs
- All canopy trees to be native
- Use of smart irrigation controllers
- Bicycle parking increased to 150%

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Aerial and Small Area Map
3. Rezoning Exhibit
4. Background Information
5. Applicant's Supporting Information
6. Existing Future Land Use Map
7. Rezoning Map
8. Concept Plan
9. Savannah Oaks Planned Development document with Exhibits A-H

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 R RURAL & CI COMMERCIAL INDUSTRIAL TO PDD PLANNED DEVELOPMENT DISTRICT (1,104.1 ACRES) & P-MUD PLANNED MIXED-USE DISTRICT (162.6 ACRES) FOR THE SAVANNAH OAKS PLANNED DEVELOPMENT INCLUDING SINGLE-FAMILY, MULTI-FAMILY, COMMERCIAL, PARKS AND TRAILS ON APPROXIMATELY 1,266.7 ACRES GENERALLY LOCATED EAST OF THE INTERSECTION OF STATE HIGHWAY 6 AND NANTUCKET DRIVE, BETWEEN THE PEBBLE CREEK SUBDIVISION AND THE SOUTHERN POINTE SUBDIVISION CERTAIN PROPERTIES AS DESCRIBED BELOW; PROVIDING A SEVERABILITY CLAUSE; DECLARING A PENALTY; AND PROVIDING AN EFFECTIVE DATE.

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

PART 1: That Appendix A "Unified Development Ordinance," Article 4 "Zoning Districts," Section 4.2 "Official Zoning Map" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A", Exhibit "B", Exhibit "C", Exhibit "D", and Exhibit "E"** 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 R Rural & CI Commercial Industrial to PDD Planned Development District (1,104.1 acres) & P-MUD Planned Mixed-Use District (162.6 acres):

PDD Planned Development District (1,104.1 acres)

PAPE-DAWSON

METES AND BOUNDS DESCRIPTION
FOR
ZONING

A 1104.101 acre tract of land, out of a called 1266.691 acre tract of land, described in a deed to Silverfin CS Land, LLC, recorded in Volume 19737, Page 257 of the Official Public Records of Brazos County, Texas, situated in the Sterrett D. Smith Survey, Abstract 210 and the Samuel W. Roberson Survey, Abstract 202, in the City of College Station, Brazos County, Texas. Said 1104.101 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a ½" iron rod on the northeast right-of-way line of State Highway 6, a variable width public right-of-way, at the southwest corner of Lot 1, Block 1, Animate Habitat, Phase 1, recorded in Volume 8255, Page 283 of the Official Records of Brazos County, Texas, and at the westernmost corner of said 1266.691 acre tract;

THENCE: South 40°09'49" East, with the northeast right-of-way line of said State Highway 6 and with a southwest line of said 1266.691 acre tract, a distance of 371.94 feet to the POINT OF BEGINNING of the herein described tract, from which City of College Station monument CS94-263 being an aluminum cap in concrete bears South 43°23'46" East, a distance of 9213.00';

THENCE: Departing the northeast right-of-way line of said State Highway 6, over and across said 1266.691 acre tract, the following bearings and distances:

North 83°03'08" East, a distance of 392.59 feet to a point;

North 67°38'39" East, a distance of 287.08 feet to a point;

North 54°28'59" East, a distance of 329.87 feet to a point;

North 72°11'16" West, a distance of 9.91 feet to an iron rod with cap marked "RPLS 4502", at the southeast corner of said Lot 1 and at an interior corner of said 1266.691 acre tract;

THENCE: With the east line of said Lot 1 and with a west line of said 1266.691 acre tract, the following bearings and distances:

North 54°46'44" East, a distance of 71.70 feet to an iron rod with cap marked "RPLS 4502";

North 02°50'57" West, a distance of 141.35 feet to an iron rod with cap marked "RPLS 4502" on the south line of the called 50.00 acre tract of land, recorded in Volume 1600, Page 313 of said Official Public Records, at the northeast corner of said Lot 1, and at a northwest corner of said 1266.691 acre tract;

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Texas Engineering Firm #470 Texas Surveying Firm #10028800

THENCE: North 86°27'56" East, with the south line of said 50.00 acre tract, with the south line of a called 505.19 acre tract of land, recorded in Volume 1671, Page 276 of said Official Public Records, and with a north line of said 1266.691 acre tract, a distance of 1853.75 feet to a ½" iron rod with yellow cap marked "PAPE-DAWSON", at the southeast corner of said 505.19 acre tract and at an interior corner of said 1266.691 acre tract;

THENCE: North 03°38'30" West, with an east line of said 505.19 acre tract and with a west line of said 1266.691 acre tract, a distance of 1142.27 feet to an iron rod with an illegible cap, at the south corner of a called 10.955 acre tract of land, recorded in Volume 6628, Page 60 of said Official Public Records and at a corner of said 1266.691 acre tract;

THENCE: With the southeast line of said 10.955 acre tract, and with a northwest line of said 1266.691 acre tract, the following bearings and distances:

North 36°01'11" East, a distance of 235.14 feet to an iron rod with cap marked "RPLS 5650";

North 44°03'15" East, a distance of 477.78 feet to an iron rod with cap marked "RPLS 5650";

North 07°09'17" West, a distance of 166.13 feet to a ½" iron rod;

North 39°06'51" East, a distance of 437.49 feet to an iron rod with cap marked "MCCLURE", at an angle point in the southeast line of Lot 24, Block 46, Pebble Creek Phase 9-F, recorded in Volume 8369, Page 133 of said Official Records, and at angle point in a northwest line of said 1266.691 acre tract;

THENCE: North 51°38'03" East, with the southeast line of Block 46 of said Pebble Creek Phase 9-F, with the southeast line of Block 46, Pebble Creek Phase 9-D, recorded in Volume 7655, Page 245 of said Official Records, and with a northwest line of said 1266.691 acre tract, a distance of 877.34 feet to a ½" iron rod with a yellow cap marked "PAPE-DAWSON", at the east corner of Lot 49, Block 46 of said Pebble Creek Phase 9-D, at the south corner of Lot 60, Block 46 of said Pebble Creek Phase 9-D, and at an angle point in a northwest line of said 1266.691 acre tract;

THENCE: North 48°41'44" East, with the southeast line of said Lot 60, with the southeast line of Lot 61, Block 46, of said Pebble Creek Phase 9-D, and with a northwest line of said 1266.691 acre tract, a distance of 343.70 feet to an iron rod with cap marked "RPLS 5650", at the east corner of said Lot 61 and at an interior corner of said 1266.691 acre tract;

THENCE: North 39°33'17" West, with the northeast line of said Block 46 of Pebble Creek Phase 9-D and with a southwest line of said 1266.691 acre tract, a distance of 358.43 feet to an iron rod with cap marked "RPLS 5650", at the southwest corner of a called 27.29 acre tract of land, recorded in Volume 1029, Page 13 of the Deed Records of Brazos County, Texas, and at the northwest corner of said 1266.691 acre tract;

THENCE: North 86°48'54" East, with the south line of said 27.29 acre tract, with the south line of a called 1265.370 acre tract of land, recorded in Volume 488, Page 756 of said Deed Records, and with a north line of said 1266.691 acre tract, a distance of 7325.95 feet to a ½" iron rod with a yellow cap marked "PAPE-DAWSON" on a west line of Tract J-1 of the Ray Cowart Subdivision, recorded in Volume 300, Page 299 of said Deed Records and at the northeast corner of said 1266.691 acre tract;

THENCE: South 03°11'24" East, with a west line of said Ray Cowart Subdivision and with an east line of said 1266.691 acre tract, a distance of 3100.01 feet to a ½" iron rod, at the southwest corner of Tract G-1 of said Ray Cowart Subdivision and at an interior corner of said 1266.691 acre tract;

THENCE: North 86°54'48" East, with a south line of said Ray Cowart Subdivision and with a north line of said 1266.691 acre tract, a distance of 451.66 feet to an iron rod with cap marked "RPLS 4502" on the west line of Tract F-1 of said Ray Cowart Subdivision and at a northeast corner of said 1266.691 acre tract;

THENCE: South 02°38'27" East, with a west line of said Ray Cowart Subdivision and with an east line of said 1266.691 acre tract, a distance of 2243.89 feet to an iron rod with an illegible cap, at the southwest corner of said Ray Cowart Subdivision, at the northwest corner of a called 1.84 acre tract of land, recorded in Volume 18713, Page 228 of said Official Public Records, and at an angle point in an east line of said 1266.691 acre tract;

THENCE: South 03°18'42" East, with the west line of said 1.84 acre tract and with an east line of said 1266.691 acre tract, a distance of 254.58 feet to a ½" iron rod, at the southwest corner of said 1.84 acre tract, at the most westerly northwest corner of a called 8.50 acre tract of land, recorded in Volume 18023, Page 42 of said Official Public Records, and at an angle point in the east line of said 1266.691 acre tract;

THENCE: South 03°13'05" East, with the west line of said 8.50 acre tract and with an east line of said 1266.691 acre tract, a distance of 384.41 feet to an iron rod with a yellow cap (no stamp), at an angle point in the west line of said 8.50 acre tract, at the northeast corner of a called 5.802 acre tract of land, recorded in Volume 13163, Page 50 of said Official Public Records, and at an angle point in an east line of said 1266.691 acre tract;

THENCE: South 86°32'14" West, with the north line of said 5.802 acre tract, with the north line of a called 6.317 acre tract of land, designated as Tract Two, the north line of a called 6.004 acre tract of land, designated as Tract One, both recorded in Volume 824, Page 44 of said Official Public Records, with the north line of a called 6.004 acre tract of land recorded in Volume 2929, Page 179 of said Official Public Records, with the north line of a called 5.999 acre tract of land, recorded in Volume 14452, Page 290 of said Official Public Records and which is further described in Volume 2934, Page 24 of said Official Public Records, with the north line of a called 6.116 acre tract of land, recorded in Volume 3592, Page 198 of said Official Public Records, and with a south line of said 1266.691 acre tract, a distance of 1986.61 feet to an iron rod with cap marked "Carlomagno", at the northwest corner of said 6.116 acre tract, at the northeast corner of Lot 29A, Peach Creek Estates, recorded in Volume 4730, Page 243 of said Official Records, and at an interior corner of said 1266.691 acre tract;

THENCE: South 59°17'52" West, with the northwest line of said Lot 29A, with the northwest line of Lot 29B of said Peach Creek Estates, and with a southeast line of said 1266.691 acre tract, a distance of 897.33 feet to a ½" iron rod, at the west corner of said Lot 29B and at an angle point in a southeast line of said 1266.691 acre tract;

THENCE: South 49°30'10" West, with a southeast of said 1266.691 acre tract, a distance of 207.06 feet to bent ½" iron rod on the northeast line of Southern Pointe Subdivision Section 106, recorded in Volume 18712, Page 184 of the Plat Records of Brazos County, Texas, at the west corner of the called 2.92 acre tract of land, recorded in Volume 8902, Page 256 of said Official Public Records, and a south corner of said 1266.691 acre tract;

THENCE: North 39°32'44" West, with the northeast line of said Southern Pointe Subdivision Section 106, with the northeast line of a called 374.89 acre tract of land, recorded in Volume 17376, Page 228 of said Official Public Records, and with a southwest line of said 1266.691 acre tract, a distance of 3381.25 feet to a ½" iron rod, at the north corner of said 374.89 acre tract, and at an interior corner of said 1266.691 acre tract;

THENCE: With the northwest line of said 374.89 acre tract and with a southeast line of said 1266.691 acre tract, the following bearings and distances:

South 48°41'54" West, a distance of 2373.01 feet to a ½" iron rod;

South 55°06'27" West, a distance of 1284.12 feet to a point;

THENCE: Departing the northwest line of said 374.89 acre tract, over and across said 1266.691 acre tract, the following bearings and distances:

North 29°59'18" West, a distance of 1811.65 feet to a point;

North 55°15'47" East, a distance of 126.00 feet to a point;

North 31°44'13" West, a distance of 253.48 feet to a point;

Southwesterly, along a non-tangent curve to the right, said curve having a radius of 2047.50 feet, a central angle of 19°15'44", a chord bearing and distance of South 68°49'56" West, 685.11 feet, for an arc length of 688.35 feet to a point;

North 17°34'17" West, a distance of 528.80 feet to a point;

North 76°46'47" West, a distance of 242.02 feet to a point;

South 86°41'03" West, a distance of 254.13 feet to a point;

South 71°34'26" West, a distance of 1491.49 feet to a point;

South 54°51'34" West, a distance of 302.37 feet to a point on the northeast right-of-way line of said State Highway 6, and on a southwest line of said 1266.691 acre tract;

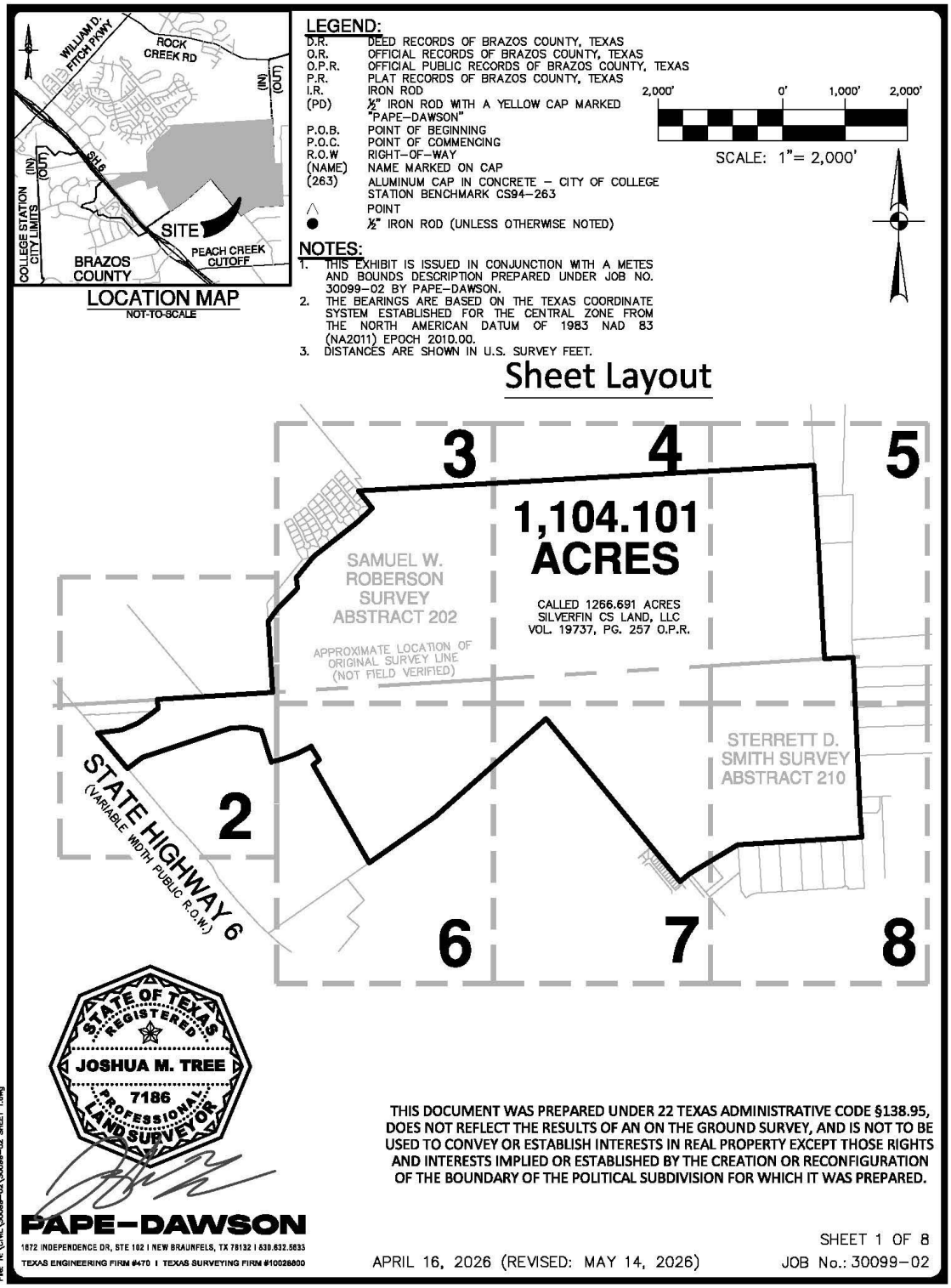
THENCE: North 40°09'49" West, with the northeast right-of-way line of said State Highway 6 and with a southwest line of said 1266.691 acre tract, a distance of 742.27 feet to the POINT OF BEGINNING and containing 1104.101 acres in the City of College Station, Brazos County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 30099-02 by Pape-Dawson.

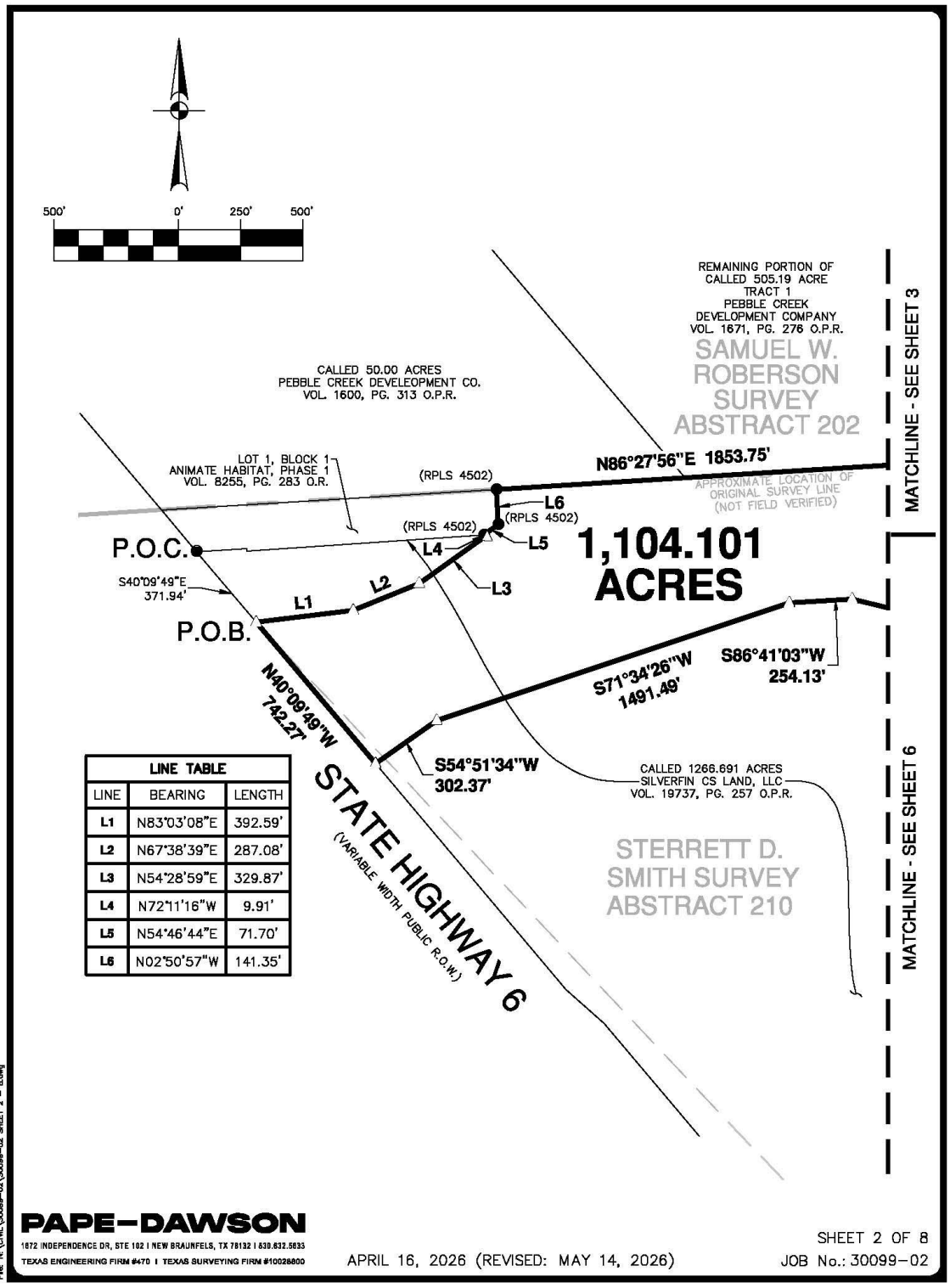
This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

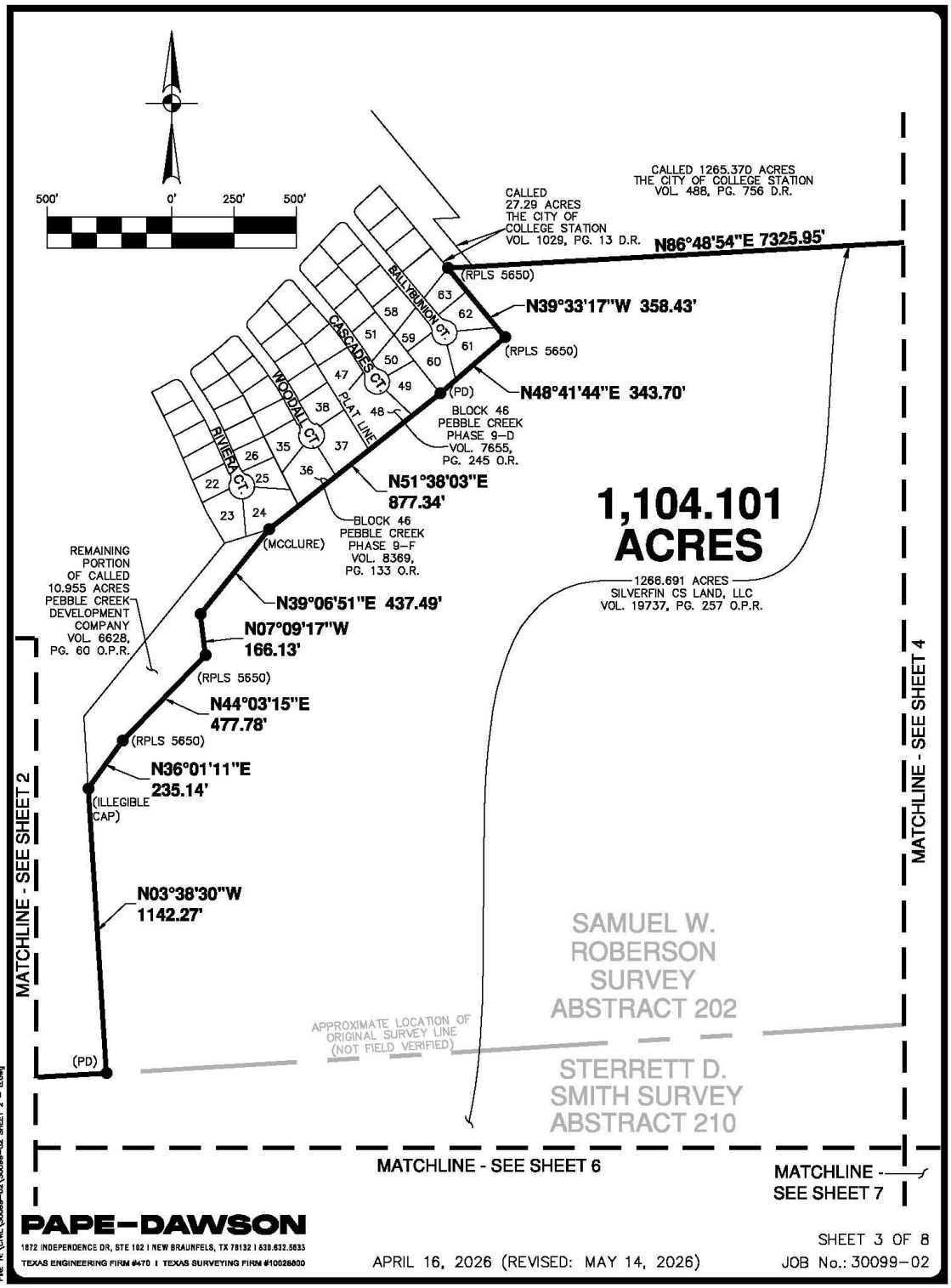
PREPARED BY: Pape-Dawson
Texas Registered Survey Firm # 10028800
DATE: April 16, 2026 (Revised: May 14, 2026)
JOB NO. 30099-02
DOC. ID. N:\CIVIL\30099-02\Word\30099-02 FN 1104.101 ACRE.docx



PAPE–DAWSON


LOCATION MAP
NOT-TO-SCALE
WILLIAM D. FITCH PKWY
ROCK CREEK RD
SH 6
(IN)
(OUT)
COLLEGE STATION CITY LIMITS
SITE
BRAZOS COUNTY
PEACH CREEK CUTOFF
LEGEND:
D.R. DEED RECORDS OF BRAZOS COUNTY, TEXAS
O.R. OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
P.R. PLAT RECORDS OF BRAZOS COUNTY, TEXAS
I.R. IRON ROD
(PD) ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE-DAWSON"
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCING
R.O.W RIGHT-OF-WAY
(NAME) NAME MARKED ON CAP
(263) ALUMINUM CAP IN CONCRETE – CITY OF COLLEGE STATION BENCHMARK CS94-263
POINT
½" IRON ROD (UNLESS OTHERWISE NOTED)
2,000' 0' 1,000' 2,000'
SCALE: 1"= 2,000'
NOTES:
1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 30099-02 BY PAPE-DAWSON.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. DISTANCES ARE SHOWN IN U.S. SURVEY FEET.
Sheet Layout
3
4
5
1,104.101 ACRES
SAMUEL W. ROBERSON SURVEY ABSTRACT 202
CALLED 1266.691 ACRES SILVERFIN CS LAND, LLC VOL. 19737, PG. 257 O.P.R.
APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE (NOT FIELD VERIFIED)
STERRETT D. SMITH SURVEY ABSTRACT 210
STATE HIGHWAY 6
(VARIABLE WIDTH PUBLIC R.O.W.)
2
6
7
8
STATE OF TEXAS
REGISTERED
JOSHUA M. TREE
7186
PROFESSIONAL
LAND SURVEYOR
THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
PAPE-DAWSON
1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5833
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800
APRIL 16, 2026 (REVISED: MAY 14, 2026)
SHEET 1 OF 8
JOB No.: 30099-02
Date: May 14, 2026, 11:39am User ID: dhough
File: N:\Civil\30099-02\30099-02 SHEET 1.dwg


500' 0' 250' 500'
REMAINING PORTION OF CALLED 505.19 ACRE TRACT 1 PEBBLE CREEK DEVELOPMENT COMPANY VOL. 1671, PG. 276 O.P.R.
SAMUEL W. ROBERSON SURVEY ABSTRACT 202
CALLED 50.00 ACRES PEBBLE CREEK DEVELEOPMENT CO. VOL. 1600, PG. 313 O.P.R.
LOT 1, BLOCK 1 ANIMATE HABITAT, PHASE 1 VOL. 8255, PG. 283 O.R.
(RPLS 4502)
N86°27'56"E 1853.75'
APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE (NOT FIELD VERIFIED)
MATCHLINE - SEE SHEET 3
L6
(RPLS 4502)
(RPLS 4502)
P.O.C.
L4
L5
1,104.101 ACRES
S40°09'49"E 371.94'
L1
L2
L3
P.O.B.
S71°34'26"W 1491.49'
S86°41'03"W 254.13'
N40°09'49"W 742.27'
S54°51'34"W 302.37'
CALLED 1266.691 ACRES SILVERFIN CS LAND, LLC VOL. 19737, PG. 257 O.P.R.
STERRETT D. SMITH SURVEY ABSTRACT 210
MATCHLINE - SEE SHEET 6
STATE HIGHWAY 6
(VARIABLE WIDTH PUBLIC R.O.W.)
LINE TABLE
LINE | BEARING | LENGTH
L1 | N83°03'08"E | 392.59'
L2 | N67°38'39"E | 287.08'
L3 | N54°28'59"E | 329.87'
L4 | N72°11'16"W | 9.91'
L5 | N54°46'44"E | 71.70'
L6 | N02°50'57"W | 141.35'
PAPE-DAWSON
1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5833
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800
APRIL 16, 2026 (REVISED: MAY 14, 2026)
SHEET 2 OF 8
JOB No.: 30099-02

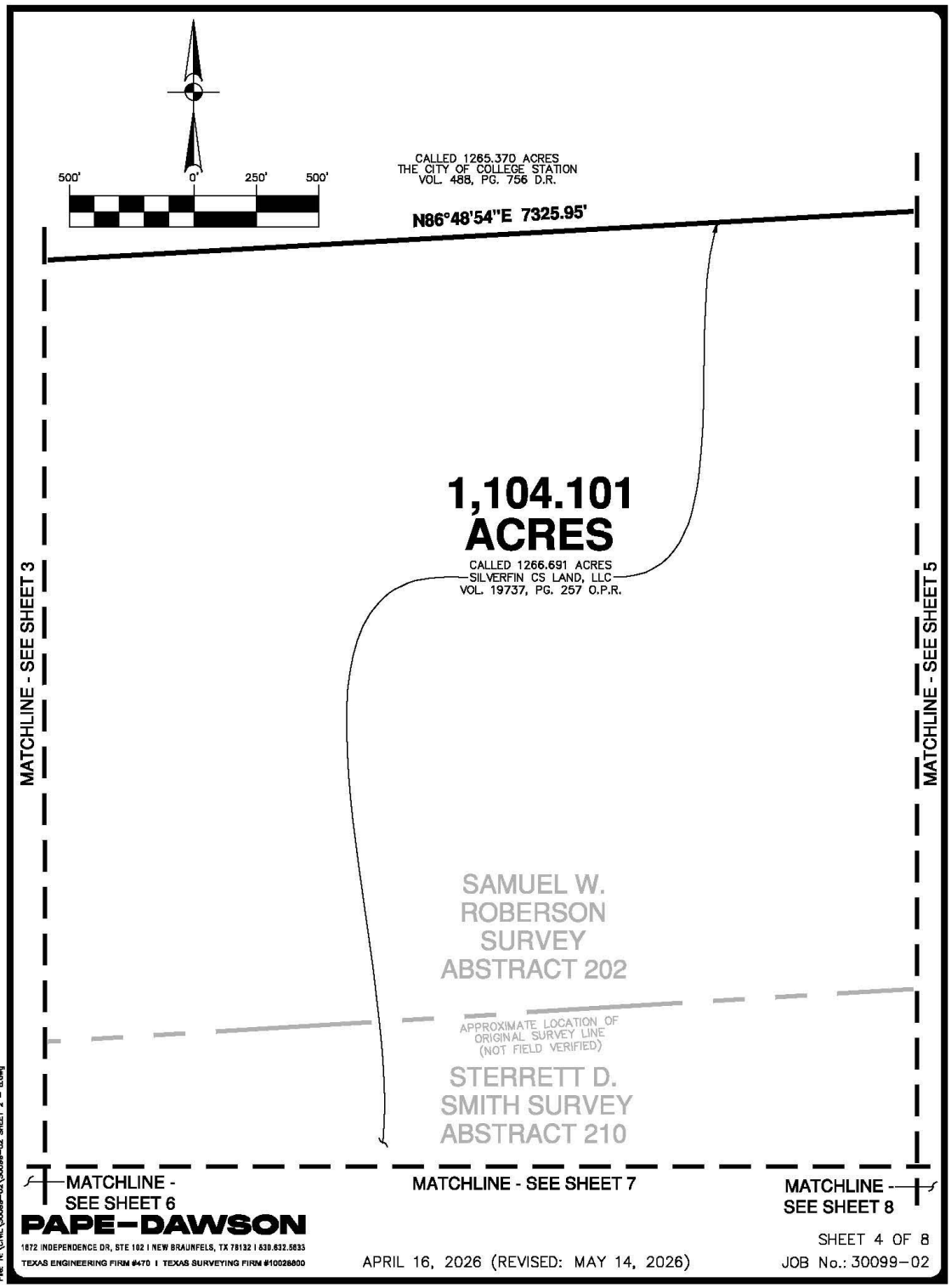


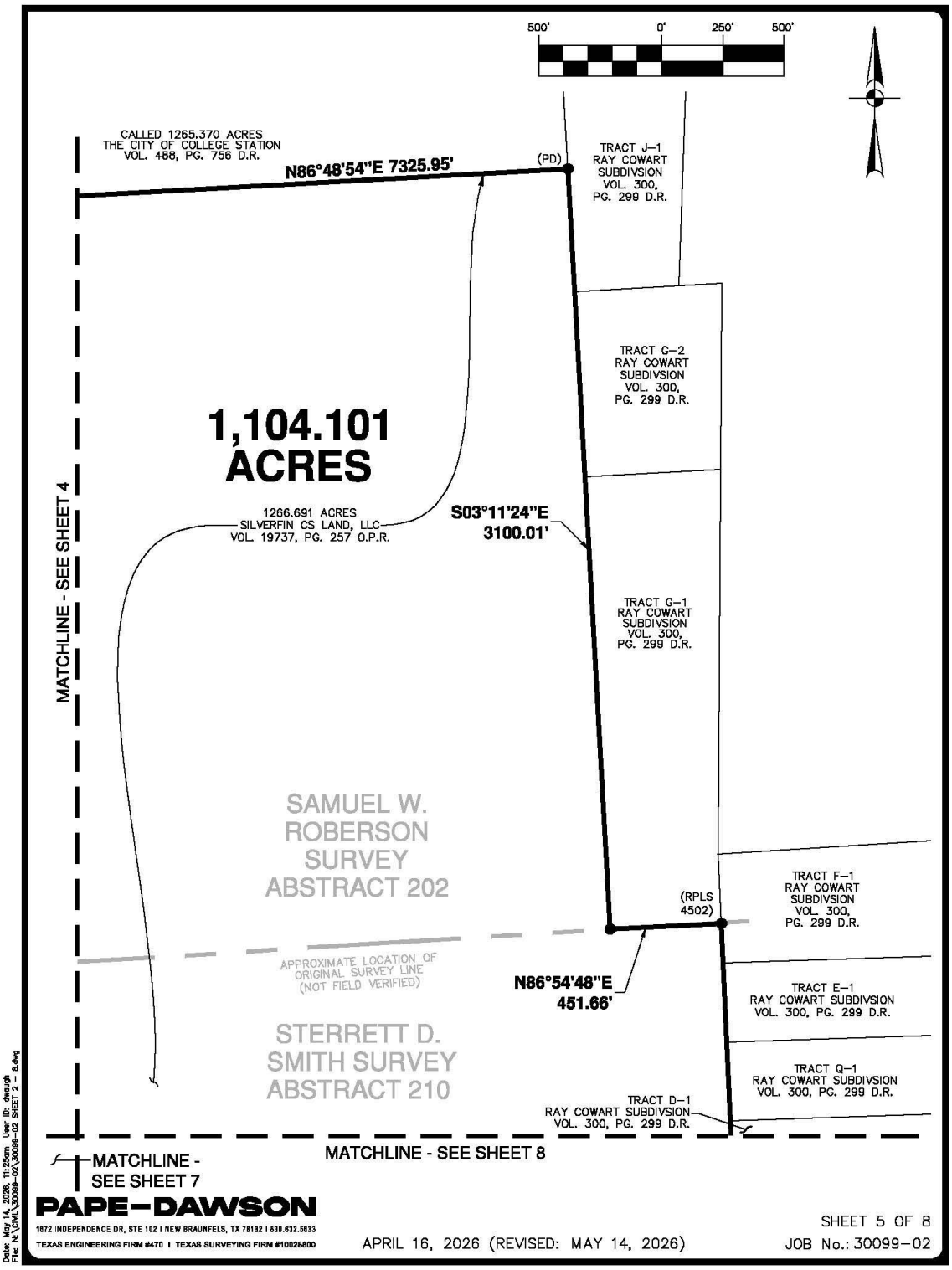
PAPE-DAWSON
1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

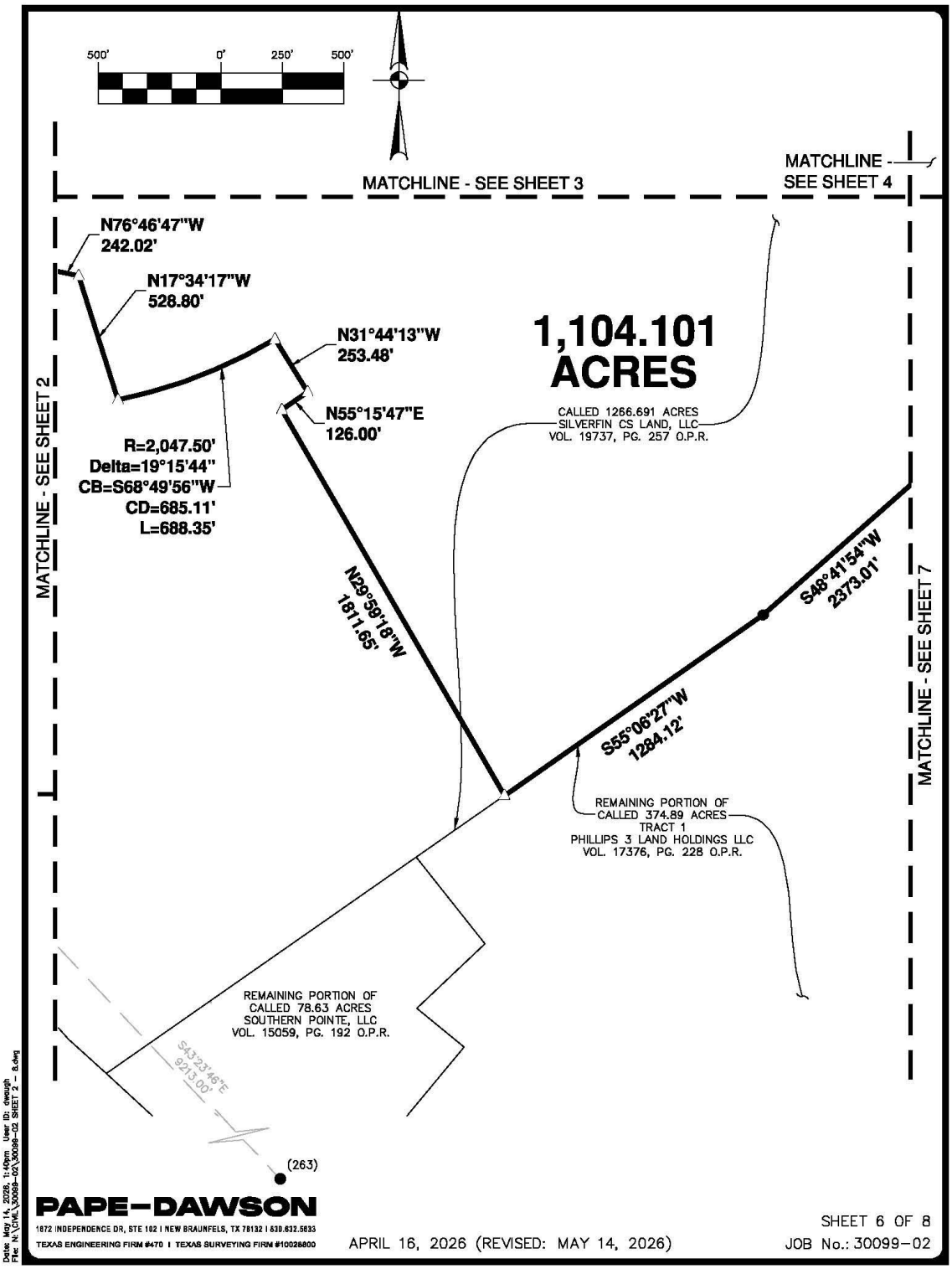
APRIL 16, 2026 (REVISED: MAY 14, 2026)

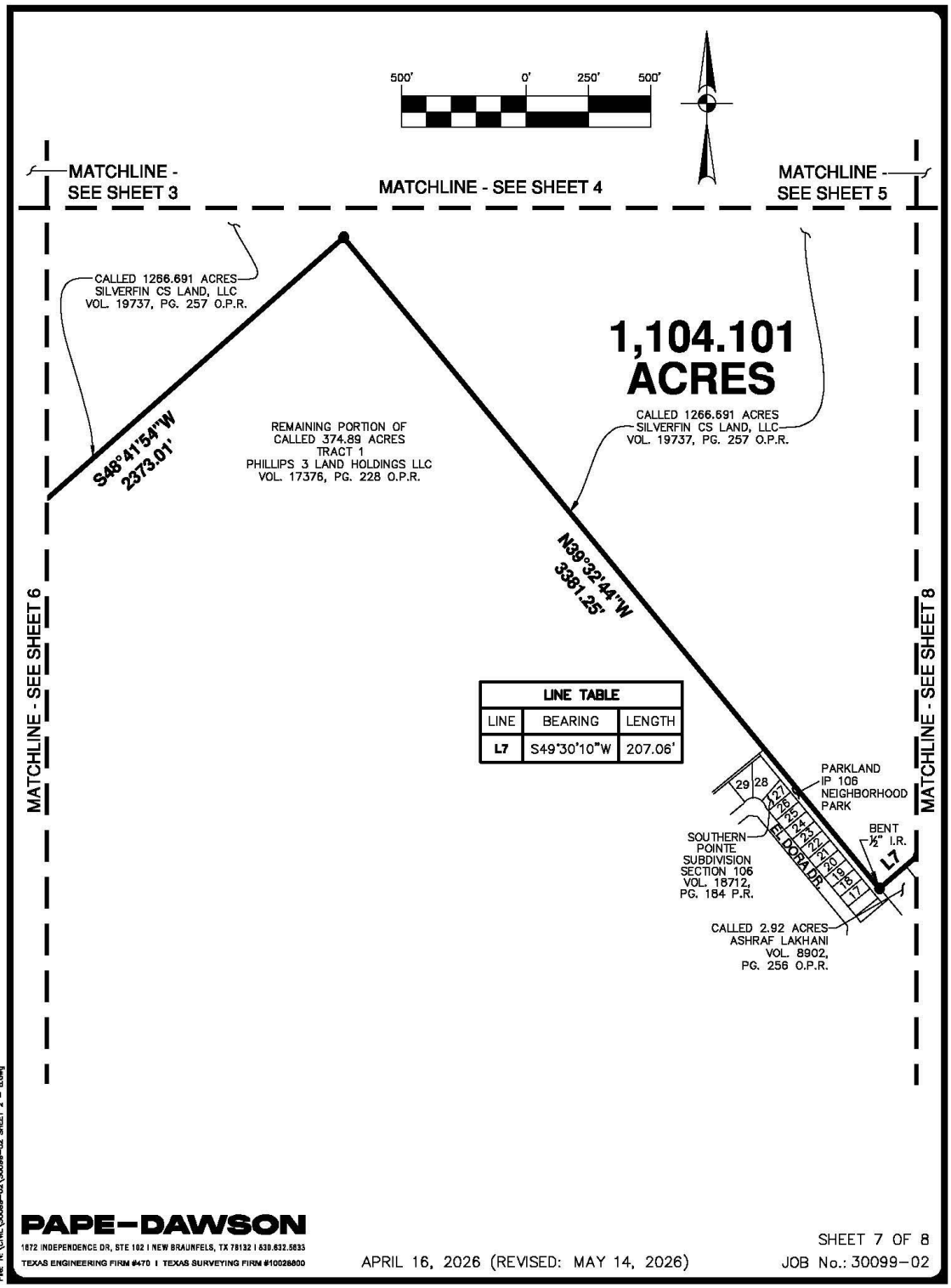
SHEET 3 OF 8
JOB No.: 30099-02

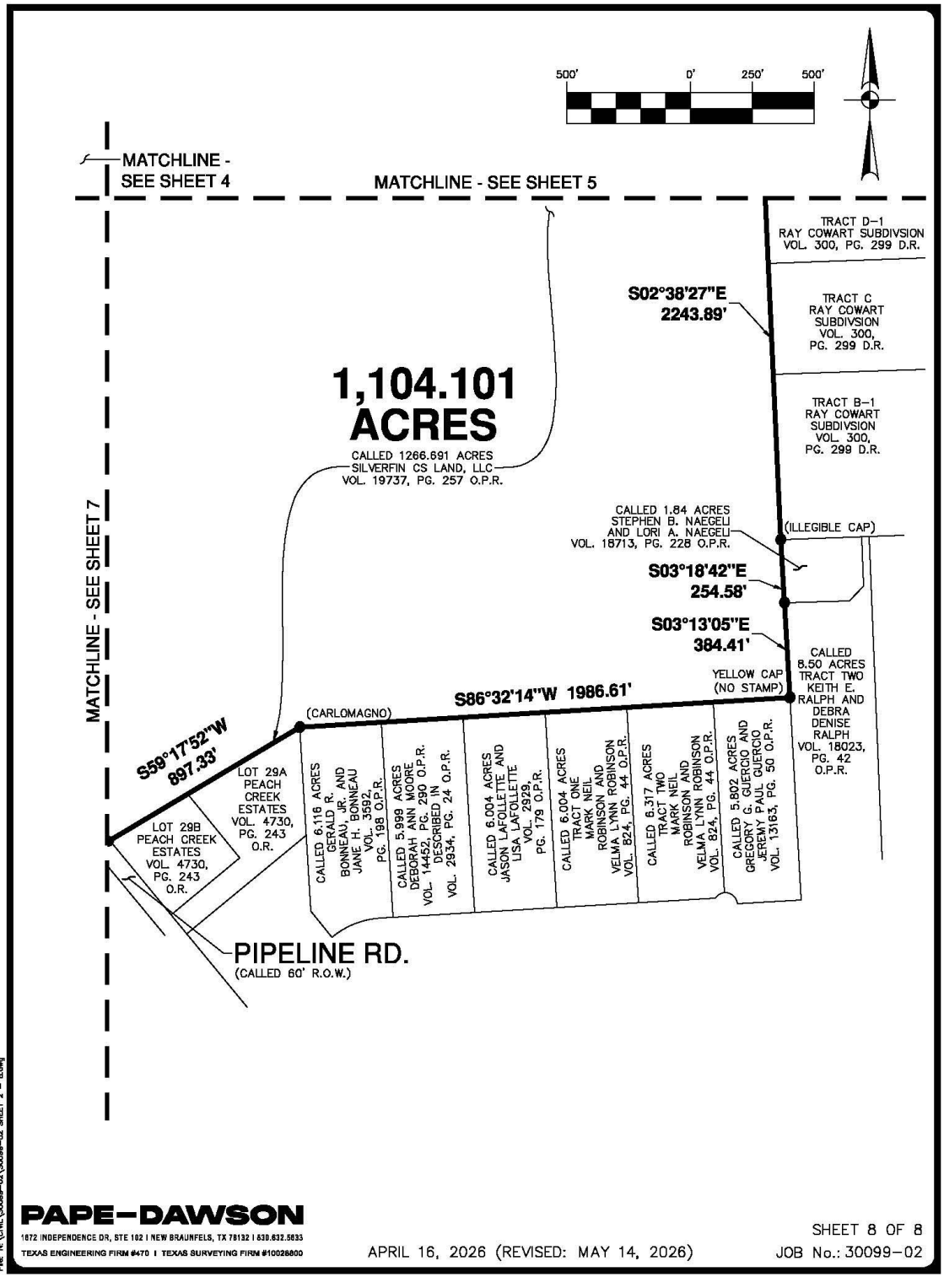
Date: May 14, 2026, 11:24am User ID: dreugh
File: N:\CIVIL\30099-02\30099-02 SHEET 2 - 8.dwg


500' 0' 250' 500'
CALLED 1265.370 ACRES
THE CITY OF COLLEGE STATION
VOL. 488, PG. 756 D.R.
N86°48'54"E 7325.95'
1,104.101
ACRES
CALLED 1266.691 ACRES
SILVERFIN CS LAND, LLC
VOL. 19737, PG. 257 O.P.R.
MATCHLINE - SEE SHEET 3
MATCHLINE - SEE SHEET 5
SAMUEL W.
ROBERSON
SURVEY
ABSTRACT 202
APPROXIMATE LOCATION OF
ORIGINAL SURVEY LINE
(NOT FIELD VERIFIED)
STERRETT D.
SMITH SURVEY
ABSTRACT 210
MATCHLINE -
SEE SHEET 6
MATCHLINE - SEE SHEET 7
MATCHLINE -
SEE SHEET 8
PAPE-DAWSON
1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5833
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800
APRIL 16, 2026 (REVISED: MAY 14, 2026)
SHEET 4 OF 8
JOB No.: 30099-02
Date: May 14, 2026, 11:24am User ID: dwaugh
File: N:\CIVIL\30099-02\30099-02 SHEET 2 - 8.dwg


500' 0' 250' 500'
CALLED 1265.370 ACRES
THE CITY OF COLLEGE STATION
VOL. 488, PG. 756 D.R.
N86°48'54"E 7325.95'
(PD)
TRACT J-1
RAY COWART
SUBDIVSION
VOL. 300,
PG. 299 D.R.
TRACT G-2
RAY COWART
SUBDIVSION
VOL. 300,
PG. 299 D.R.
1,104.101
ACRES
1266.691 ACRES
SILVERFIN CS LAND, LLC
VOL. 19737, PG. 257 O.P.R.
S03°11'24"E
3100.01'
TRACT G-1
RAY COWART
SUBDIVSION
VOL. 300,
PG. 299 D.R.
MATCHLINE - SEE SHEET 4
SAMUEL W.
ROBERSON
SURVEY
ABSTRACT 202
(RPLS
4502)
TRACT F-1
RAY COWART
SUBDIVSION
VOL. 300,
PG. 299 D.R.
APPROXIMATE LOCATION OF
ORIGINAL SURVEY LINE
(NOT FIELD VERIFIED)
N86°54'48"E
451.66'
TRACT E-1
RAY COWART SUBDIVSION
VOL. 300, PG. 299 D.R.
STERRETT D.
SMITH SURVEY
ABSTRACT 210
TRACT Q-1
RAY COWART SUBDIVSION
VOL. 300, PG. 299 D.R.
TRACT D-1
RAY COWART SUBDIVSION
VOL. 300, PG. 299 D.R.
MATCHLINE - SEE SHEET 8
MATCHLINE -
SEE SHEET 7
PAPE-DAWSON
1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5833
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800
APRIL 16, 2026 (REVISED: MAY 14, 2026)
SHEET 5 OF 8
JOB No.: 30099-02


500' 0' 250' 500'
MATCHLINE - SEE SHEET 3
MATCHLINE - SEE SHEET 4
MATCHLINE - SEE SHEET 2
MATCHLINE - SEE SHEET 7
N76°46'47"W
242.02'
N17°34'17"W
528.80'
N31°44'13"W
253.48'
N55°15'47"E
126.00'
R=2,047.50'
Delta=19°15'44"
CB=S68°49'56"W
CD=685.11'
L=688.35'
1,104.101
ACRES
CALLED 1266.691 ACRES
SILVERFIN CS LAND, LLC
VOL. 19737, PG. 257 O.P.R.
N29°59'18"W
1811.65'
S48°41'54"W
2373.01'
S55°06'27"W
1284.12'
REMAINING PORTION OF
CALLED 374.89 ACRES
TRACT 1
PHILLIPS 3 LAND HOLDINGS LLC
VOL. 17376, PG. 228 O.P.R.
REMAINING PORTION OF
CALLED 78.63 ACRES
SOUTHERN POINTE, LLC
VOL. 15059, PG. 192 O.P.R.
S43°23'46"E
921.00'
(263)
PAPE-DAWSON
1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5833
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800
APRIL 16, 2026 (REVISED: MAY 14, 2026)
SHEET 6 OF 8
JOB No.: 30099-02


500' 0' 250' 500'
MATCHLINE - SEE SHEET 3
MATCHLINE - SEE SHEET 4
MATCHLINE - SEE SHEET 5
MATCHLINE - SEE SHEET 6
MATCHLINE - SEE SHEET 8
CALLED 1266.691 ACRES
SILVERFIN CS LAND, LLC
VOL. 19737, PG. 257 O.P.R.
1,104.101
ACRES
S48°41'54"W
2373.01'
REMAINING PORTION OF
CALLED 374.89 ACRES
TRACT 1
PHILLIPS 3 LAND HOLDINGS LLC
VOL. 17376, PG. 228 O.P.R.
CALLED 1266.691 ACRES
SILVERFIN CS LAND, LLC
VOL. 19737, PG. 257 O.P.R.
N39°32'44"W
3381.25'
LINE TABLE
LINE BEARING LENGTH
L7 S49°30'10"W 207.06'
PARKLAND
IP 106
NEIGHBORHOOD
PARK
SOUTHERN
POINTE
SUBDIVISION
SECTION 106
VOL. 18712,
PG. 184 P.R.
EL DORADA DR
BENT
½" I.R.
L7
CALLED 2.92 ACRES
ASHRAF LAKHANI
VOL. 8902,
PG. 256 O.P.R.
PAPE-DAWSON
1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800
APRIL 16, 2026 (REVISED: MAY 14, 2026)
SHEET 7 OF 8
JOB No.: 30099-02


500' 0' 250' 500'
MATCHLINE - SEE SHEET 4
MATCHLINE - SEE SHEET 5
MATCHLINE - SEE SHEET 7
1,104.101 ACRES
CALLED 1266.691 ACRES
SILVERFIN CS LAND, LLC
VOL. 19737, PG. 257 O.P.R.
TRACT D-1
RAY COWART SUBDIVSION
VOL. 300, PG. 299 D.R.
TRACT C
RAY COWART SUBDIVSION
VOL. 300, PG. 299 D.R.
TRACT B-1
RAY COWART SUBDIVSION
VOL. 300, PG. 299 D.R.
S02°38'27"E
2243.89'
CALLED 1.84 ACRES
STEPHEN B. NAEGELI AND LORI A. NAEGELI
VOL. 18713, PG. 228 O.P.R.
(ILLEGIBLE CAP)
S03°18'42"E
254.58'
S03°13'05"E
384.41'
CALLED 8.50 ACRES
TRACT TWO
KEITH E. RALPH AND DEBRA DENISE RALPH
VOL. 18023, PG. 42 O.P.R.
YELLOW CAP (NO STAMP)
S86°32'14"W 1986.61'
(CARLOMAGNO)
S59°17'52"W
897.33'
LOT 29A PEACH CREEK ESTATES VOL. 4730, PG. 243 O.R.
LOT 29B PEACH CREEK ESTATES VOL. 4730, PG. 243 O.R.
CALLED 6.116 ACRES GERALD R. BONNEAU, JR. AND JANE H. BONNEAU VOL. 3592, PG. 198 O.P.R.
CALLED 5.999 ACRES DEBORAH ANN MOORE VOL. 14452, PG. 290 O.P.R. DESCRIBED IN VOL. 2934, PG. 24 O.P.R.
CALLED 6.004 ACRES JASON LAFOLLETTE AND LISA LAFOLLETTE VOL. 2929, PG. 179 O.P.R.
CALLED 6.004 ACRES TRACT ONE MARK NEIL ROBINSON AND VELMA LYNN ROBINSON VOL. 824, PG. 44 O.P.R.
CALLED 6.317 ACRES TRACT TWO MARK NEIL ROBINSON AND VELMA LYNN ROBINSON VOL. 824, PG. 44 O.P.R.
CALLED 5.802 ACRES GREGORY G. GUERCIO AND JEREMY PAUL GUERCIO VOL. 13163, PG. 50 O.P.R.
PIPELINE RD.
(CALLED 60' R.O.W.)
PAPE-DAWSON
1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5833
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800
APRIL 16, 2026 (REVISED: MAY 14, 2026)
SHEET 8 OF 8
JOB No.: 30099-02

P-MUD Planned Mixed-Use District (162.6 acres)

PAPE-DAWSON

METES AND BOUNDS DESCRIPTION
FOR
ZONING

A 5.223 acre tract of land, out of a called 1266.691 acre tract of land described in a deed to Silverfin CS Land, LLC, recorded in Volume 19737, Page 257 of the Official Public Records of Brazos County, Texas, situated in the Sterrett D. Smith Survey, Abstract 210, in the City of College Station, Brazos County, Texas. Said 5.223 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a ½" iron rod on the northeast right-of-way line of State Highway 6, a variable width public right-of-way, at the southwest corner of Lot 1, Block 1, Animate Habitat, Phase 1, recorded in Volume 8255, Page 283 of the Official Records of Brazos County, Texas, and at the westernmost corner of said 1266.691 acre tract, from which City of College Station monument CS94-263 being an aluminum cap in concrete bears South 43°16'15" East, a distance of 9584.37';

THENCE: Departing the northeast right-of-way line of said State Highway 6, with a south line of said Lot 1 and with a north line of said 1266.691 acre tract, the following bearings and distances:

North 86°27'35" East, a distance of 201.72 feet to a point;

South 03°31'27" East, a distance of 10.00 feet to an iron rod with cap marked "RPLS 4502";

North 86°07'01" East, a distance of 954.40 feet to an iron rod with cap marked "RPLS 4502" at a southeast corner of said Lot 1 and at an interior corner of said 1266.691 acre tract;

THENCE: Over and across said 1266.691 acre tract, the following bearings and distances:

South 72°11'16" East, a distance of 9.91 feet to a point;

South 54°28'59" West, a distance of 329.87 feet to a point;

South 67°38'39" West, a distance of 287.08 feet to a point;

South 83°03'08" West, a distance of 392.59 feet to a point on the northeast right-of-way line of said State Highway 6 and on a southwest line of said 1266.691 acre tract;

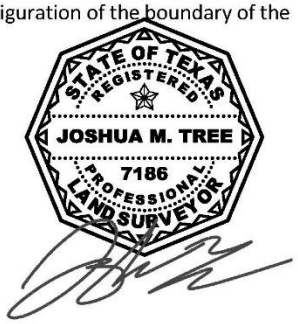
1672 Independence Drive, Suite 102, New Braunfels, Texas 78132 830-632-5633 PAPE-DAWSON.COM
Texas Engineering Firm #470 Texas Surveying Firm #10028800

5.223 Acres
Job No. 30099-02
Page 2 of 2

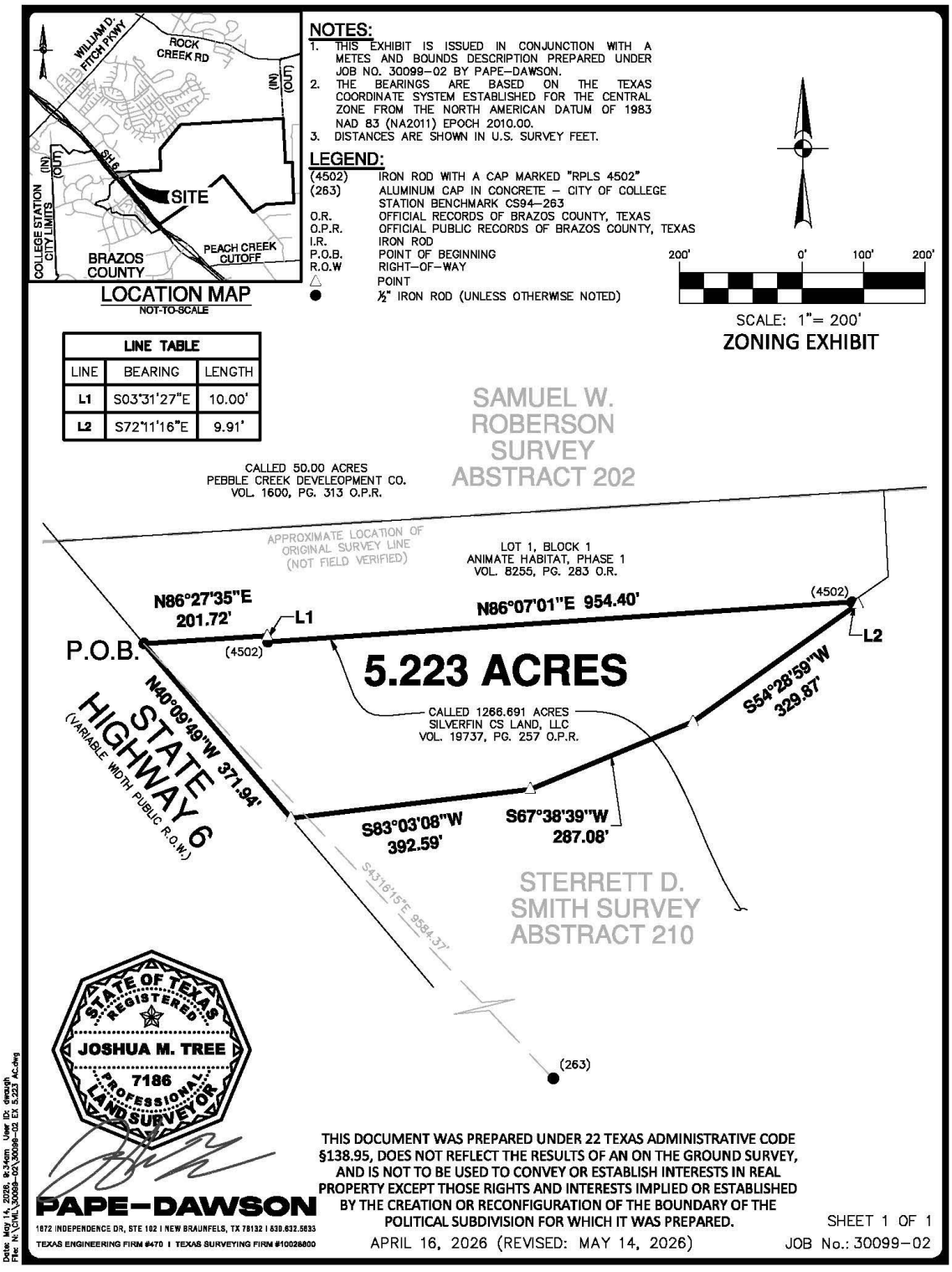
THENCE: North 40°09'49" West, with the northeast right-of-way line of said State Highway 6 and with a southwest line of said 1266.691 acre tract, a distance of 371.94 feet to the POINT OF BEGINNING and containing 5.223 acres in the City of College Station, Brazos County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 30099-02 by Pape-Dawson.

This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY: Pape-Dawson
Texas Registered Survey Firm # 10028800
DATE: April 16, 2026 (Revised: May 14, 2026)
JOB NO. 30099-02
DOC. ID. N:\CIVIL\30099-02\Word\30099-02 FN 5.223 ACRE.docx



PAPE–DAWSON


WILLIAM D. FITCH PKWY
ROCK CREEK RD
(IN)
(OUT)
SH 6
SITE
COLLEGE STATION CITY LIMITS
BRAZOS COUNTY
PEACH CREEK CUTOFF
LOCATION MAP
NOT-TO-SCALE
NOTES:
1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 30099-02 BY PAPE-DAWSON.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. DISTANCES ARE SHOWN IN U.S. SURVEY FEET.
LEGEND:
(4502) IRON ROD WITH A CAP MARKED "RPLS 4502"
(263) ALUMINUM CAP IN CONCRETE – CITY OF COLLEGE STATION BENCHMARK CS94-263
O.R. OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
I.R. IRON ROD
P.O.B. POINT OF BEGINNING
R.O.W RIGHT-OF-WAY
POINT
½" IRON ROD (UNLESS OTHERWISE NOTED)
200' 0' 100' 200'
SCALE: 1"= 200'
ZONING EXHIBIT
LINE TABLE
LINE BEARING LENGTH
L1 S03°31'27"E 10.00'
L2 S72°11'16"E 9.91'
SAMUEL W. ROBERSON SURVEY ABSTRACT 202
CALLED 50.00 ACRES
PEBBLE CREEK DEVELEOPMENT CO.
VOL. 1600, PG. 313 O.P.R.
APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE (NOT FIELD VERIFIED)
LOT 1, BLOCK 1
ANIMATE HABITAT, PHASE 1
VOL. 8255, PG. 283 O.R.
N86°27'35"E 201.72'
L1
N86°07'01"E 954.40'
(4502)
L2
P.O.B.
(4502)
5.223 ACRES
CALLED 1266.691 ACRES
SILVERFIN CS LAND, LLC
VOL. 19737, PG. 257 O.P.R.
N40°09'49"W 371.94'
STATE HIGHWAY 6
(VARIABLE WIDTH PUBLIC R.O.W.)
S54°28'59"W 329.87'
S83°03'08"W 392.59'
S67°38'39"W 287.08'
S43°18'15"E 958.4.37'
STERRETT D. SMITH SURVEY ABSTRACT 210
(263)
STATE OF TEXAS
REGISTERED
JOSHUA M. TREE
7186
PROFESSIONAL
LAND SURVEYOR
PAPE-DAWSON
1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800
THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
APRIL 16, 2026 (REVISED: MAY 14, 2026)
SHEET 1 OF 1
JOB No.: 30099-02

PAPE–DAWSON

METES AND BOUNDS DESCRIPTION
FOR
ZONING

A 157.368 acre tract of land, out of a called 1266.691 acre tract of land, described in a deed to Silverfin CS Land, LLC, recorded in Volume 19737, Page 257 of the Official Public Records of Brazos County, Texas, situated in the Sterrett D. Smith Survey, Abstract 210, in the City of College Station, Brazos County, Texas. Said 157.368 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

COMMENCING: At a ½" iron rod on the northeast right-of-way line of State Highway 6, a variable width public right-of-way, at the southwest corner of Lot 1, Block 1, Animate Habitat, Phase 1, recorded in Volume 8255, Page 283 of the Official Records of Brazos County, Texas, and at the westernmost corner of said 1266.691 acre tract;

THENCE: South 40°09'49" East, with the northeast right-of-way line of said State Highway 6, and with a southwest line of said 1266.691 acre tract, a distance of 1114.22 feet to the POINT OF BEGINNING of the herein described tract, from which City of College Station monument CS94-263 being an aluminum cap in concrete bears South 43°40'45" East, a distance of 8472.01';

THENCE: Departing the northeast right-of-way line of State Highway 6, over and across said 1266.691 acre tract, the following bearings and distances:

North 54°51'34" East, a distance of 302.37 feet to a point;

North 71°34'26" East, a distance of 1491.49 feet to a point;

North 86°41'03" East, a distance of 254.13 feet to a point;

South 76°46'47" East, a distance of 242.02 feet to a point;

South 17°34'17" East, a distance of 528.80 feet to a point;

Northeasterly, along a non-tangent curve to the left, said curve having a radius of 2047.50 feet, a central angle of 19°15'44", a chord bearing and distance of North 68°49'56" East, 685.11 feet, for an arc length of 688.35 feet to a point;

South 31°44'13" East, a distance of 253.48 feet to a point;

South 55°15'47" West, a distance of 126.00 feet to a point;

South 29°59'18" East, a distance of 1811.65 feet to a point on the northwest line of a called 374.89 acre tract of land, recorded in Volume 17376, Page 228 of said Official Public Records and on a southeast line of said 1266.691 acre tract;

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Texas Engineering Firm #470 Texas Surveying Firm #10028800

157.368 Acres
Job No. 30099-02
Page 2 of 2

THENCE: South 55°06'27" West, with the northwest line of said 374.89 acre tract and with a southeast line of said 1266.691 acre tract, at a distance of 437.73 feet passing a ½" iron rod at a west corner of said 374.89 acre tract, continuing with the northwest line of a called 78.63 acre tract of land, recorded in Volume 15059, Page 192 of said Official Public Records, and with a southeast line of said 1266.691 acre tract, for a total distance of 1978.31 feet to a point on the northeast right-of-way line of said State Highway 6, at the west corner of said 78.63 acre tract, and at a south corner of said 1266.691 acre tract, from which an iron rod with an illegible cap bears South 55°06'27" West, a distance of 1.06 feet;

THENCE: With the northeast right-of-way line of said State Highway 6, and with a southwest line of said 1266.691 acre tract, the following bearings and distances:

North 47°33'01" West, a distance of 209.31 feet to a Texas Department of Transportation Type I monument;

North 42°29'08" West, a distance of 482.10 feet to a point, from which a Texas Department of Transportation Type I monument bears South 62°08'03" East, a distance of 0.39 feet;

North 40°09'49" West, a distance of 500.00 feet to a ½" iron rod with a yellow cap marked "PAPE-DAWSON";

North 26°07'39" West, a distance of 206.20 feet to a point, from which a Texas Department of Transportation Type I monument bears North 52°26'02" East, a distance of 0.43 feet;

North 40°09'49" West, a distance of 700.00 feet to a Texas Department of Transportation Type I monument;

North 48°41'40" West, a distance of 202.20 feet to a ½" iron rod with a yellow cap marked "PAPE-DAWSON";

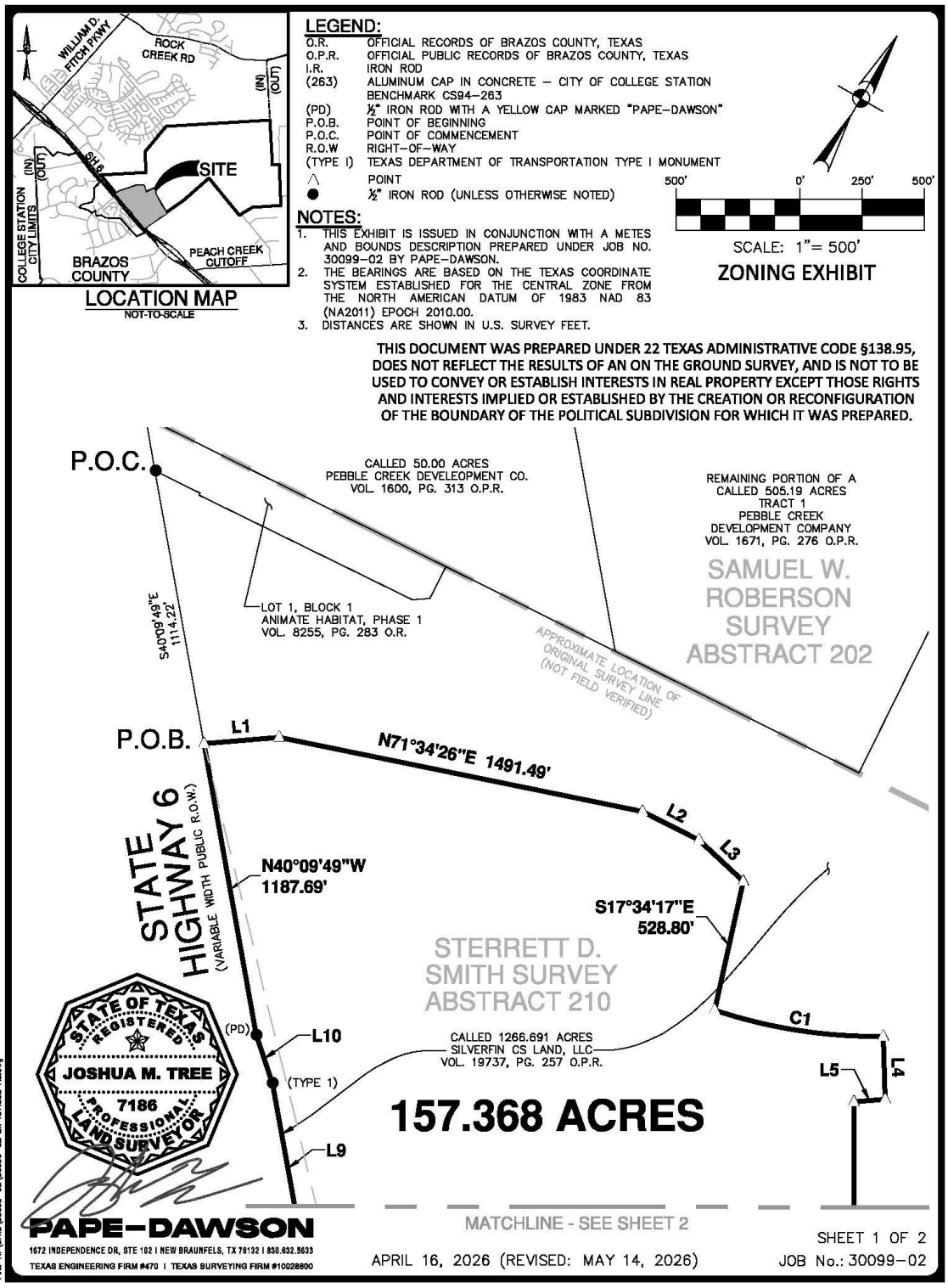
North 40°09'49" West, a distance of 1187.69 feet to the POINT OF BEGINNING and containing 157.368 acres in the City of College Station, Brazos County, Texas. Said tract being described in conjunction with an exhibit prepared under job number 30099-02 by Pape-Dawson.

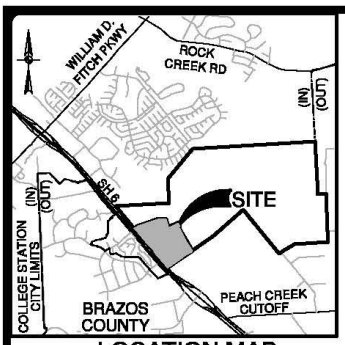
This document was prepared under 22 Texas Administrative Code §138.95, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

PREPARED BY: Pape-Dawson
Texas Registered Survey Firm # 10028800
DATE: April 16, 2026 (Revised: May 14, 2026)
JOB NO. 30099-02
DOC. ID. N:\CIVIL\30099-02\Word\30099-02 FN 157.368 ACRE.docx



PAPE-DAWSON


LEGEND:
O.R. OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
O.P.R. OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
I.R. IRON ROD
(263) ALUMINUM CAP IN CONCRETE – CITY OF COLLEGE STATION BENCHMARK CS94–263
(PD) ½" IRON ROD WITH A YELLOW CAP MARKED "PAPE–DAWSON"
P.O.B. POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT
R.O.W RIGHT–OF–WAY
(TYPE I) TEXAS DEPARTMENT OF TRANSPORTATION TYPE I MONUMENT
POINT
½" IRON ROD (UNLESS OTHERWISE NOTED)
NOTES:
1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 30099–02 BY PAPE–DAWSON.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. DISTANCES ARE SHOWN IN U.S. SURVEY FEET.
500' 0' 250' 500'
SCALE: 1"= 500'
ZONING EXHIBIT
WILLIAM D. FITCH PKWY
ROCK CREEK RD
(IN) (OUT)
SH 6
SITE
COLLEGE STATION CITY LIMITS
BRAZOS COUNTY
PEACH CREEK CUTOFF
LOCATION MAP
NOT-TO-SCALE
THIS DOCUMENT WAS PREPARED UNDER 22 TEXAS ADMINISTRATIVE CODE §138.95, DOES NOT REFLECT THE RESULTS OF AN ON THE GROUND SURVEY, AND IS NOT TO BE USED TO CONVEY OR ESTABLISH INTERESTS IN REAL PROPERTY EXCEPT THOSE RIGHTS AND INTERESTS IMPLIED OR ESTABLISHED BY THE CREATION OR RECONFIGURATION OF THE BOUNDARY OF THE POLITICAL SUBDIVISION FOR WHICH IT WAS PREPARED.
P.O.C.
CALLED 50.00 ACRES
PEBBLE CREEK DEVELEOPMENT CO.
VOL. 1600, PG. 313 O.P.R.
REMAINING PORTION OF A CALLED 505.19 ACRES TRACT 1
PEBBLE CREEK DEVELOPMENT COMPANY
VOL. 1671, PG. 276 O.P.R.
SAMUEL W. ROBERSON SURVEY ABSTRACT 202
S40°09'49"E 1114.22'
LOT 1, BLOCK 1
ANIMATE HABITAT, PHASE 1
VOL. 8255, PG. 283 O.R.
APPROXIMATE LOCATION OF ORIGINAL SURVEY LINE (NOT FIELD VERIFIED)
P.O.B.
L1
N71°34'26"E 1491.49'
L2
L3
STATE HIGHWAY 6
(VARIABLE WIDTH PUBLIC R.O.W.)
N40°09'49"W 1187.69'
S17°34'17"E 528.80'
STERRETT D. SMITH SURVEY ABSTRACT 210
C1
L4
L5
(PD)
L10
(TYPE 1)
CALLED 1266.691 ACRES
SILVERFIN CS LAND, LLC
VOL. 19737, PG. 257 O.P.R.
157.368 ACRES
L9
STATE OF TEXAS REGISTERED
JOSHUA M. TREE
7186
PROFESSIONAL LAND SURVEYOR
MATCHLINE - SEE SHEET 2
PAPE–DAWSON
1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800
APRIL 16, 2026 (REVISED: MAY 14, 2026)
SHEET 1 OF 2
JOB No.: 30099–02
Date: May 14, 2026, 11:46am User ID: dreugh
File: N:\CIVIL\30099-02\30099-02 EX 157.368 AC.dwg



LOCATION MAP
NOT-TO-SCALE

LEGEND:

O.R.	OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS
O.P.R.	OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS
I.R.	IRON ROD
(263)	ALUMINUM CAP IN CONCRETE – CITY OF COLLEGE STATION BENCHMARK CS94–263
(PD)	½" IRON ROD WITH A YELLOW CAP MARKED "PAPE–DAWSON"
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
R.O.W	RIGHT–OF–WAY
(TYPE I)	TEXAS DEPARTMENT OF TRANSPORTATION TYPE I MONUMENT
△	POINT
●	½" IRON ROD (UNLESS OTHERWISE NOTED)

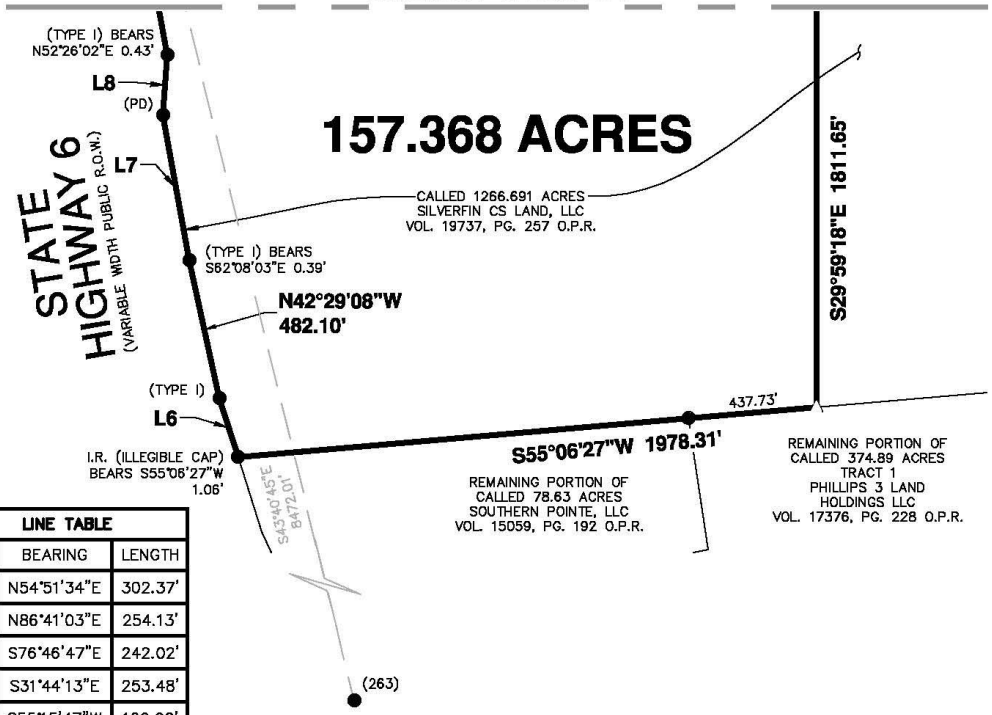
500' 0' 250' 500'

SCALE: 1"= 500'

NOTES:

1. THIS EXHIBIT IS ISSUED IN CONJUNCTION WITH A METES AND BOUNDS DESCRIPTION PREPARED UNDER JOB NO. 30099–02 BY PAPE–DAWSON.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.
3. DISTANCES ARE SHOWN IN U.S. SURVEY FEET.

MATCHLINE - SEE SHEET 1



LINE TABLE		
LINE	BEARING	LENGTH
L1	N54°51'34"E	302.37'
L2	N86°41'03"E	254.13'
L3	S76°46'47"E	242.02'
L4	S31°44'13"E	253.48'
L5	S55°15'47"W	126.00'
L6	N47°33'01"W	209.31'
L7	N40°09'49"W	500.00'
L8	N26°07'39"W	206.20'
L9	N40°09'49"W	700.00'
L10	N48°41'40"W	202.20'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	2047.50'	19°15'44"	N68°49'56"E	685.11'	688.35'

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Date: May 14, 2026, 11:46am User ID: dreuigh
File: N:\CIVIL\30099-02\30099-02 EX 157.368 AC.dwg

PAPE–DAWSON
1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

SHEET 2 OF 2
APRIL 16, 2026 (REVISED: MAY 14, 2026) JOB No.: 30099–02

Exhibit B

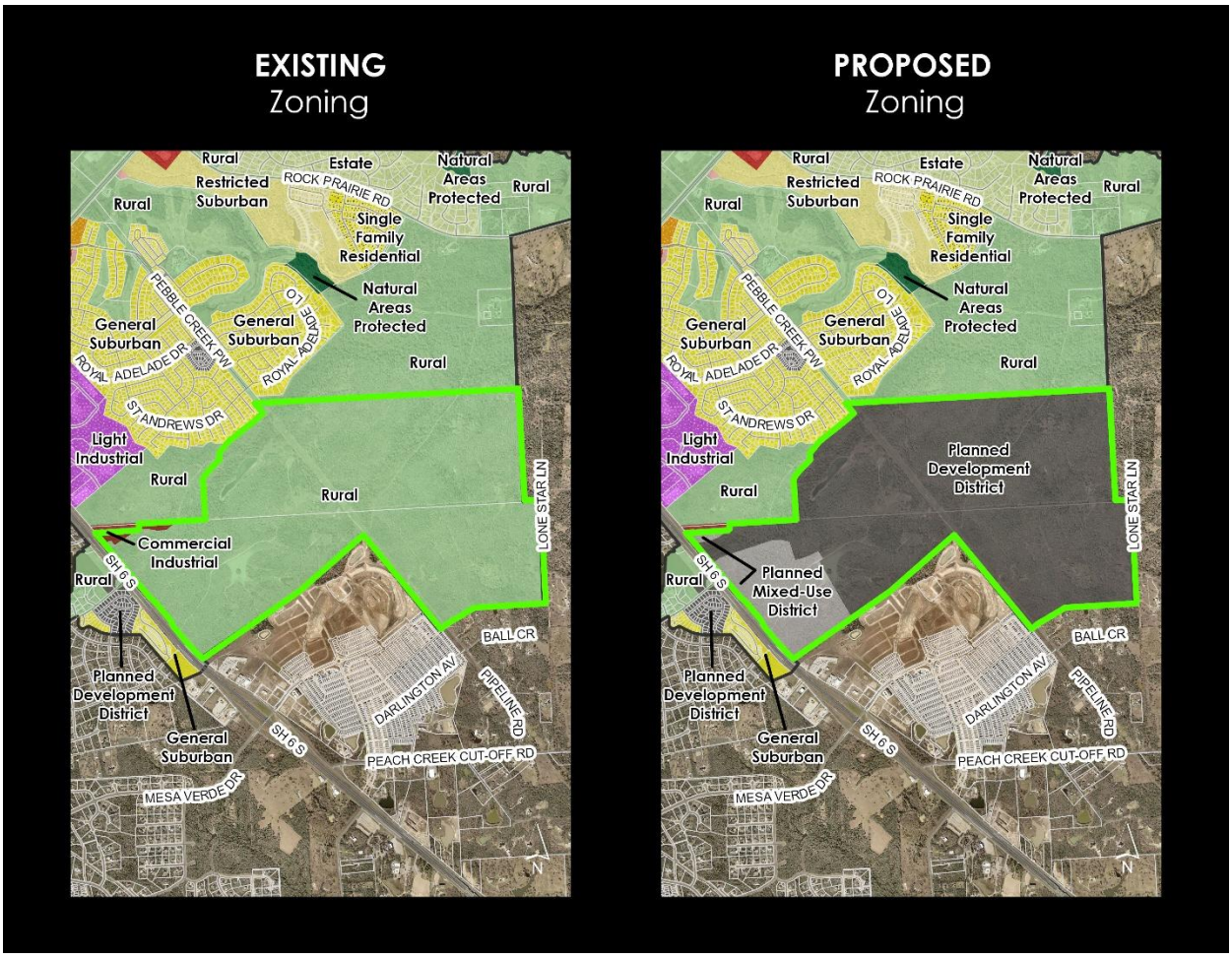

EXISTING
Zoning
PROPOSED
Zoning
Rural
Restricted Suburban
Estate
ROCK PRAIRIE RD
Natural Areas Protected
Rural
Single Family Residential
PEBBLE CREEK PW
ROYAL ADELADE DR
ROYAL ADELADE LO
ST ANDREWS DR
General Suburban
Light Industrial
Commercial Industrial
Planned Development District
Planned Mixed-Use District
LONE STAR LN
SH 6 S
BALL CR
DARLINGTON AV
PIPELINE RD
PEACH CREEK CUT-OFF RD
MESA VERDE DR
N

Exhibit C

Base Zoning:
The base zoning districts for the PDD (Planned Development District) are GS General Suburban and NAP Natural Areas Protected.

The base zoning districts for the P-MUD (Planned Mixed-Use District) are MF Multi-Family, GC General Commercial, and NAP Natural Areas Protected.

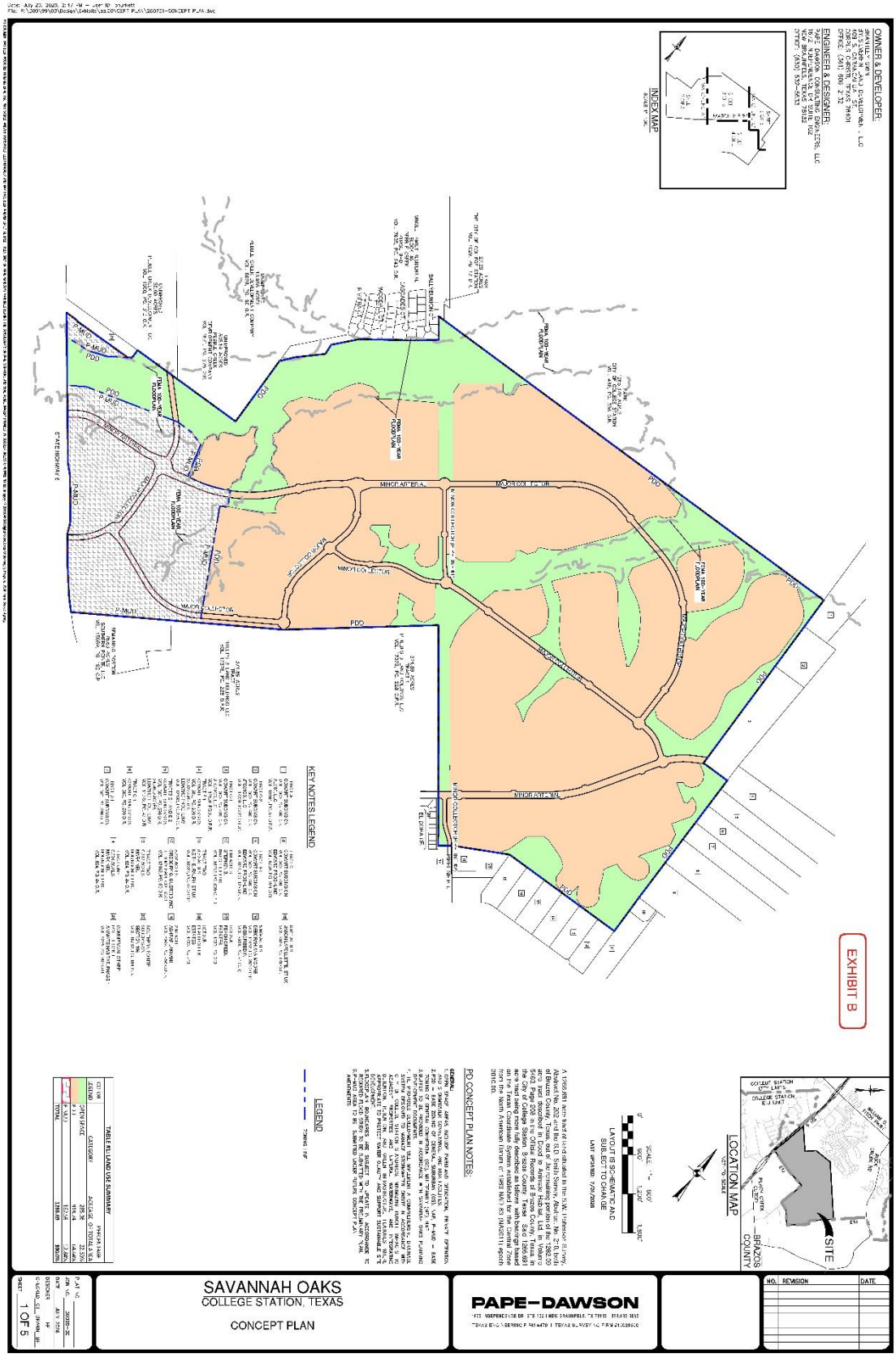
Meritorious Modifications:
While there are several modifications requested that are not specifically identified as such. In comparison to the Unified Development Ordinance, the applicant is generally requesting the following modifications which are found within the Savannah Oaks Planned Development document:

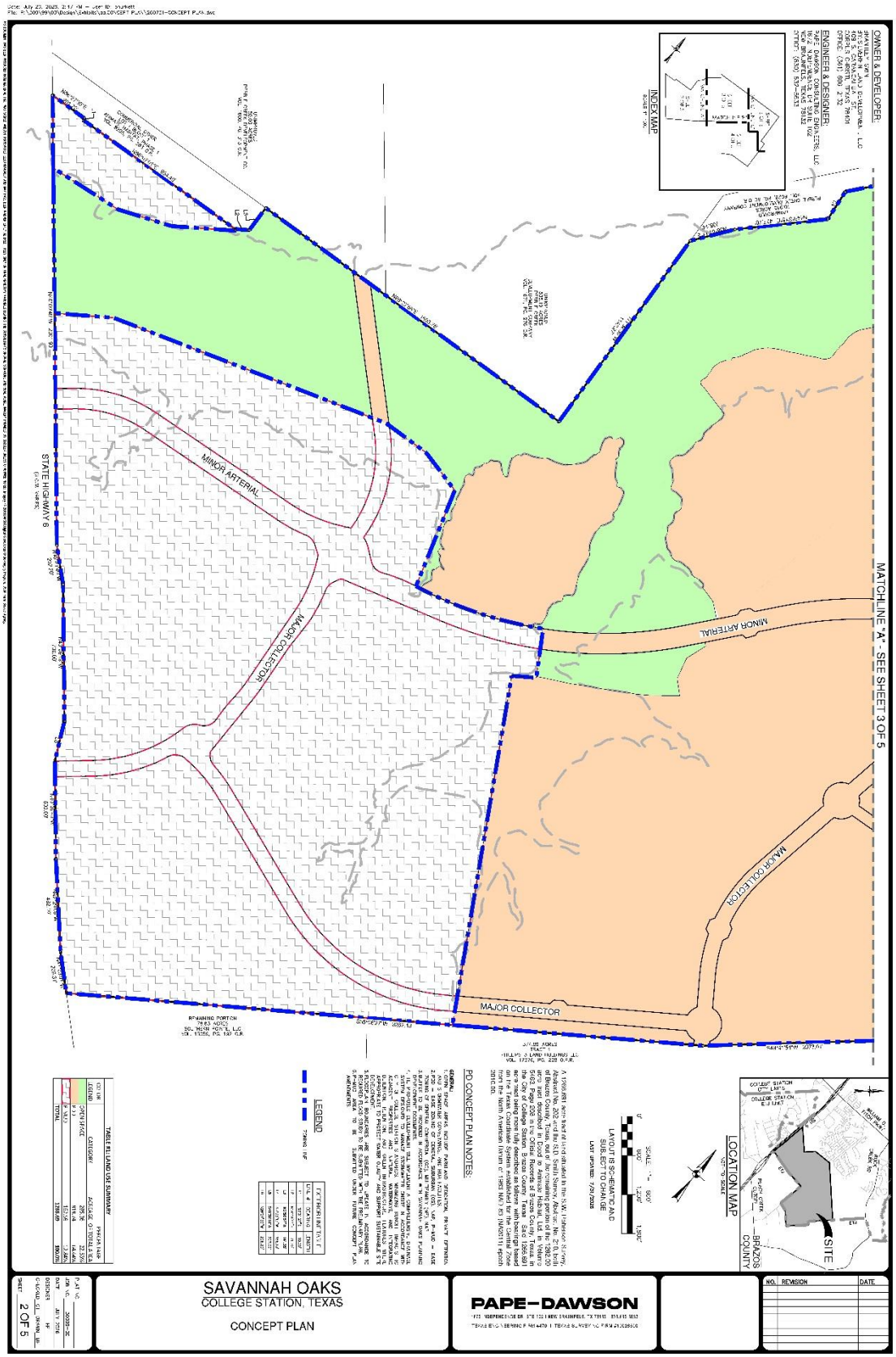
- Definitions for proposed and existing uses
- Permitted and Prohibited Uses to update what is allowed for proposed and existing uses
- Residential Density and Dimensional Standards to modify requirements
- Development Standards to update townhouse and cluster developments
- Specific Use Standards to include proposed and existing uses
- Parking Standards to update requirements and alternative surfacing
- Street Design including layout and cross-sections
- Subdivision Standards including connectivity, block length, and access ways
- Park Classification and Dedication process
- Trail connectivity to update surfacing and widths
- Parkland phasing clarification
- Parkland improvement credit for private amenities
- On-site Irrigation and Environmental Protection for water usage and tree protection
- Shared Use Paths to update the location and width
- Signage Guidelines for a Master Sign Program for updated subdivision and wayfinding

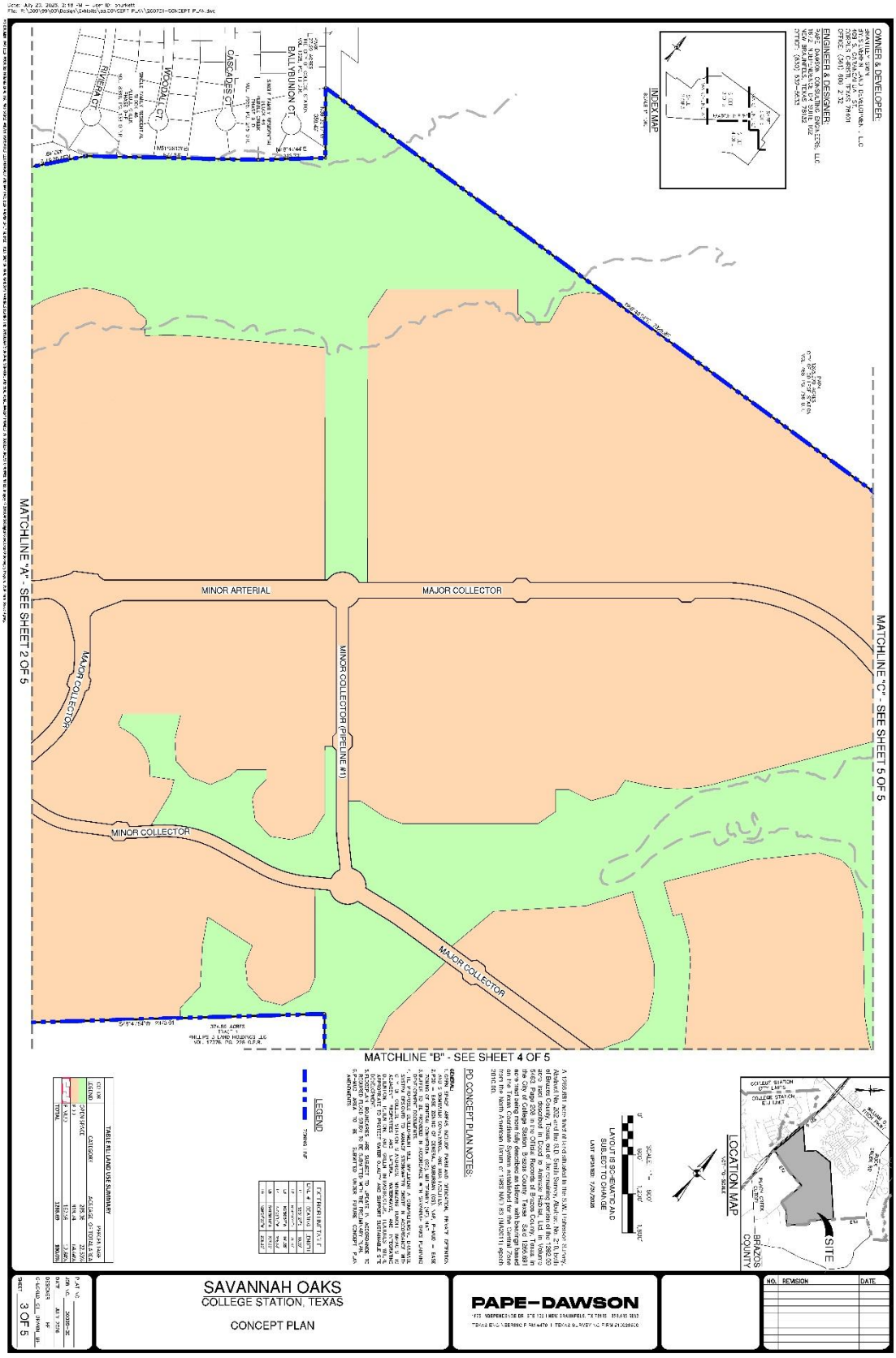
Community Benefits:
The applicant offers the following as community benefits, however additional benefits are found within the Savannah Oaks Planned Development document (Exhibit) provided by the applicant. The benefits highlighted in the associated Article H are summarized below:

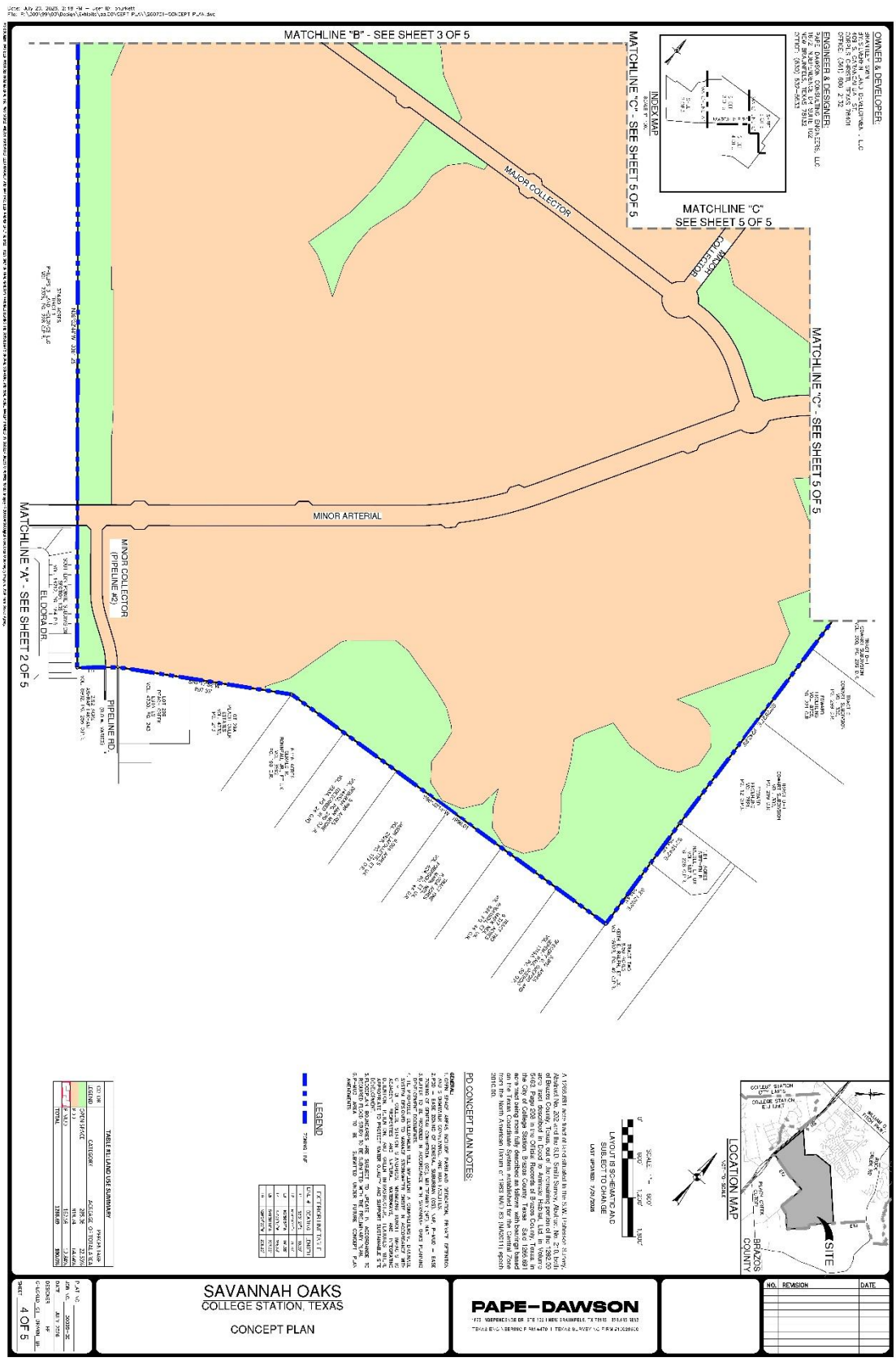
- Increasing landscape buffer plantings by 50%
- Increasing landscape buffer width by 50%
- Increasing landscape point requirement by 10%
- Meeting NRA standards on all facades
- Prohibiting internally illuminated cabinet signs
- All canopy trees to be native
- Use of smart irrigation controllers
- Bicycle parking increased to 150%

Exhibit D


EXHIBIT B
SAVANNAH OAKS
COLLEGE STATION, TEXAS
CONCEPT PLAN
PAPE-DAWSON
SHEET 1 OF 5
LOCATION MAP
SITE
BRAZOS COUNTY
KEY NOTES LEGEND
LEGEND
PD CONCEPT PLAN NOTES:
TABLE #1: LAND USE SUMMARY


SAVANNAH OAKS
COLLEGE STATION, TEXAS
CONCEPT PLAN
PAPE-DAWSON
SHEET 2 OF 5
MINOR ARTERIAL
MAJOR COLLECTOR
MINOR ARTERIAL
MAJOR COLLECTOR
MAJOR COLLECTOR
STATE HIGHWAY 6
MATCHLINE "A" - SEE SHEET 3 OF 5
INDEX MAP
LOCATION MAP
SITE
BRAZOS COUNTY
LEGEND
PD CONCEPT PLAN NOTES:
LAYOUT IS SCHEMATIC AND SUBJECT TO CHANGE
OWNER & DEVELOPER:
ENGINEER & DESIGNER:
TABLE #1: LAND USE SUMMARY


MINOR ARTERIAL
MAJOR COLLECTOR
MINOR COLLECTOR (PIPELINE #1)
MAJOR COLLECTOR
MINOR COLLECTOR
MAJOR COLLECTOR
MATCHLINE "A" - SEE SHEET 2 OF 5
MATCHLINE "B" - SEE SHEET 4 OF 5
MATCHLINE "C" - SEE SHEET 5 OF 5
RIVIERA CT.
WOODCLIFF CT.
ONSLOW ST.
BALLYBUNION CT.
INDEX MAP
OWNER & DEVELOPER:
ENGINEER & DESIGNER:
LEGEND
LOCATION MAP
BRAZOS COUNTY
SITE
SAVANNAH OAKS
COLLEGE STATION, TEXAS
CONCEPT PLAN
PAPE-DAWSON
NO. REVISION
DATE
SHEET 3 OF 5


MATCHLINE "B" - SEE SHEET 3 OF 5
MATCHLINE "C" - SEE SHEET 5 OF 5
MATCHLINE "C"
SEE SHEET 5 OF 5
MAJOR COLLECTOR
COLLECTOR
MINOR ARTERIAL
MINOR COLLECTOR (PIPELINE #2)
MATCHLINE "A" - SEE SHEET 2 OF 5
EL DORADA DR
PIPELINE RD.
INDEX MAP
OWNER & DEVELOPER:
ENGINEER & DESIGNER:
PAPE-DAWSON CONSULTING ENGINEERS, LLC
LOCATION MAP
SITE
BRAZOS COUNTY
LEGEND
PD CONCEPT PLAN NOTES:
TABLE #1: LAND USE SUMMARY
SAVANNAH OAKS
COLLEGE STATION, TEXAS
CONCEPT PLAN
PAPE-DAWSON
NO. REVISION
DATE
SHEET 4 OF 5

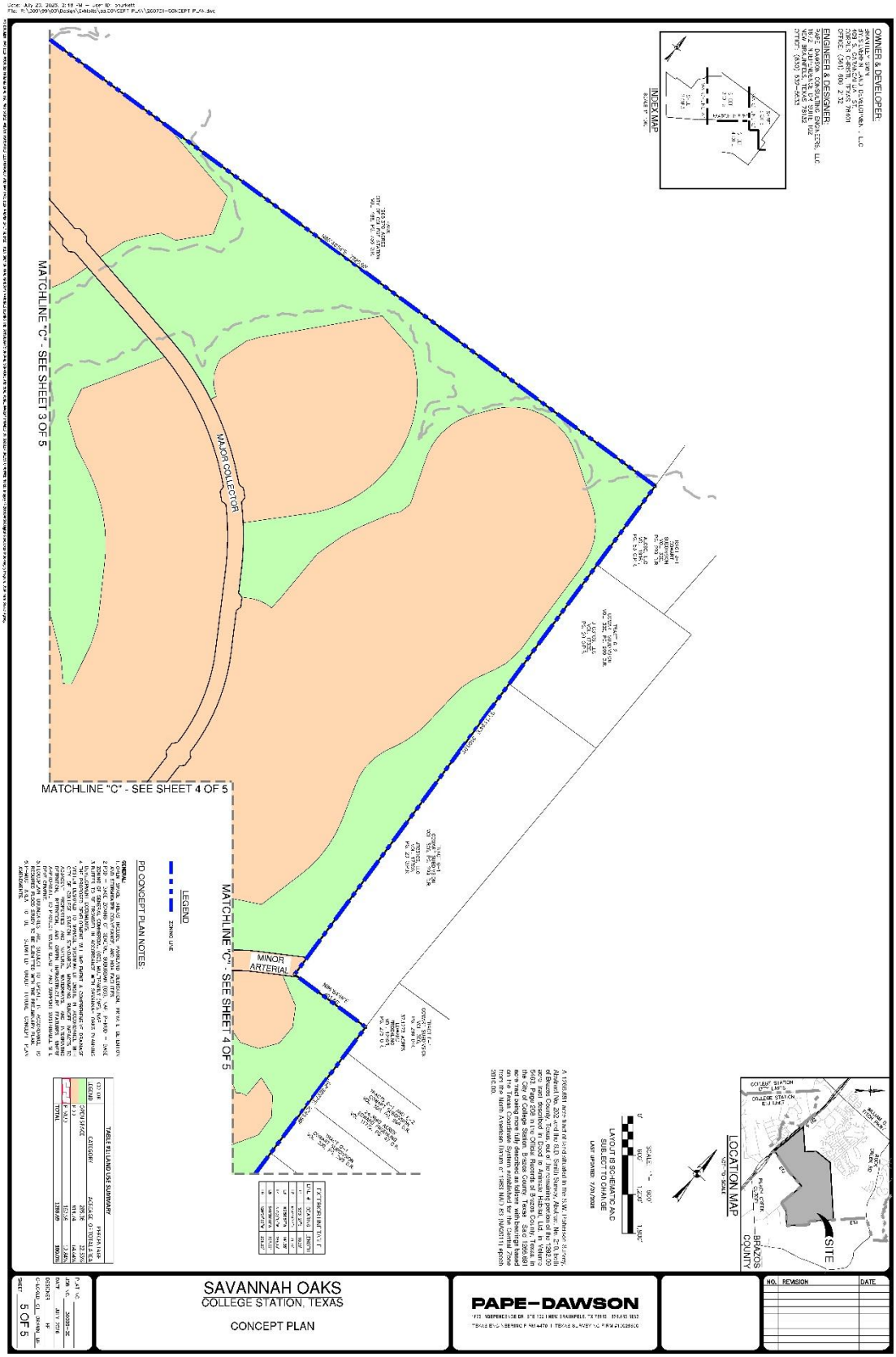

SAVANNAH OAKS
COLLEGE STATION, TEXAS
CONCEPT PLAN
PAPE-DAWSON
MATCHLINE "C" - SEE SHEET 3 OF 5
MATCHLINE "C" - SEE SHEET 4 OF 5
MATCHLINE "C" - SEE SHEET 4 OF 5
MAJOR COLLECTOR
MINOR ARTERIAL
LOCATION MAP
SITE
BRAZOS COUNTY
LEGEND
PD CONCEPT PLAN NOTES:
OWNER & DEVELOPER:
ENGINEER & DESIGNER:
INDEX MAP

Exhibit E

The following Savannah Oaks Planned Development document shall apply to this PDD Planned Development District and P-MUD Planned Mixed Use District:

Savannah Oaks Planned Development

College Station, Texas

ARTICLE 1 — AUTHORIZATION AND PURPOSE

1.1 Authorization. This ordinance establishes the Savannah Oaks Planned Development (SOPD) for the property legally described as a **+/-1,266.691 acre, or 55,177,066 square feet more or less, tract of land situated in the S.W. Roberson Survey, Abstract No. 202 and the S.D. Smith Survey, Abstract No. 210, Brazos County, Texas, out of the remaining portion of the 1282.09 acre tract described in Deed to Animate Habitat, Ltd. in Volume 5463, Page 208 in the Official Records of Brazos County, Texas, in the City of College Station, Brazos County, Texas.** Said 1,266.691-acre tract being more fully described in Exhibit A and depicted in Exhibit B, pursuant to the City of College Station zoning and subdivision authority.

1.2 Purpose. The PD provides a flexible, integrated regulatory framework to implement a master-planned community containing general suburban or single-family residential, townhouse, multifamily and general commercial land uses or districts, with coordinated infrastructure, open space, and design standards that promote walkability, multimodal connectivity, variety of housing, and compatibility with surrounding land uses. The Savannah Oaks Planned Development (SOPD) is intended to improve property utilization by facilitating the highest and best uses, strengthening the area's economy, and promoting the general welfare of the community.

ARTICLE 2 — APPLICABILITY

2.1 Boundaries. This PD applies to all land within the boundary shown on Exhibit B (Concept Plan) and legally described on Exhibit A (Legal Description/ Metes and Bounds).

2.2 Supersession. Where this PD conflicts with the underlying zoning or development regulations, this PD shall control. Where silent, City of College Station Unified Development Ordinance (UDO) shall apply.

ARTICLE 3 — DEFINITIONS

3.1 Terms. Terms defined by City code retain their definitions. Additional key terms: Terms that are not expressly defined below shall have the meanings set forth in the City of College Station Uniform Code of Ordinances (UDO). Terms not defined in either this Savannah Oaks PD or the City of College Station Code of Ordinances shall have their ordinary dictionary meanings, based on the latest edition of Merriam-Webster's Unabridged Dictionary.

A. Buildable Area - lot area excluding required public easements and rights-of way.
B. Construction Field Office - shall mean a temporary building used as an office for supervisory or administrative functions related to the construction of (1) new residential structures within the subdivision in which the Construction Field Office is located or (2) a new commercial development on the tract on which the Construction Field Office is located. A Construction Field Office shall not be used as a residence and shall not be constructed with sleeping facilities. RV's, motor homes, or mobile homes are not permitted or defined as a Construction Field Office.

C. Industrial, Light - Industrial, Light uses shall be limited to operations conducted entirely within an enclosed building and shall not create external impacts including noise, vibration, smoke, dust, odor, glare, or other nuisances detectable beyond the property line.

D. Neighborhood Amenity Centers – The Savannah Oaks Planned Development District may include a variety of private amenity areas owned, maintained, and operated by the Savannah Oaks Residential Association, Inc., or its assigns. These amenity areas are intended to enhance the quality of life for residents and may include, but are not limited to, swimming pools, lazy rivers, water features, fitness facilities, playgrounds, sport courts, trails, and open space gathering areas. Amenity buildings may be developed to accommodate uses such as homeowners' association offices, package locker facilities, meeting and event spaces, and small-scale office space. The private amenity areas are intended to incorporate a wide variety of uses, some of which may not fall within a specific traditional land use classification or zoning category; however, all such uses shall remain consistent with the overall residential character of the development.

E. Patio Home (Zero Lot Line Dwelling): Shall mean a detached, single-family dwelling located on an individual lot where one wall is completely coincident with a side lot line. A patio or side yard shall be oriented toward the opposite side of the dwelling, entirely enclosed by the dwelling's wall, the neighboring dwelling's lot line wall, and/or other fences and walls. Adjoining lots shall not share a common zero lot line. The combined side setback requirements for standard single-family dwellings within Savannah shall be applied entirely to the single non-zero side setback of the patio home.

F. Permitted Subject to Specific Use Standards - A land use that is allowed in a zoning district, but only if it meets additional rules or conditions set by the ordinance (like design, size, or operational requirements).

G. Permitted Uses – all uses permitted by right within the zoning classification specified.

H. Planned Development (PD) – A development approach that permits flexibility in the application of standard zoning district regulations through the adoption of an ordinance establishing a unified plan for development, including land uses, development standards, and design requirements.

I. Planned Development District (PDD) – A zoning district established by ordinance that implements a Planned Development (PD) and provides for customized land use regulations and development standards applicable to a specific geographic area. The PDD ordinance, including all exhibits, shall serve as the governing regulations for development within the district.

J. Planned Mixed-Use District (P-MUD) – A zoning district established by ordinance that provides for an integrated mix of commercial, multifamily, and other compatible land uses within a unified development plan.

K. Primary Frontage/Build-to-line - frontage dimension and minimum setback line along designated streets.

L. Professional Office – shall mean a commercial structure used solely for the provision of executive, management, or legal services. Typical uses include engineering, architectural, and legal offices.

M. Real Estate Sales Center – shall mean uses that serve to provide community information and show and sell dwelling units within the same development. The use may be located within a single-family or multi-family structure, a retail space, an office space or in the Neighborhood Amenity Center. Real Estate Centers are allowed only as part of an on-going residential development.

N. Resort & Resort Amenities - Resort uses shall include lodging facilities and associated amenities designed to serve guests and visitors, including but not limited to recreational, dining, and retail uses.

O. Savannah Oaks Planned Development (SOPD) – The Planned Development District established by this ordinance governing the use and development of approximately 1,266.691 acres of land in the City of

College Station, Texas, as legally described in Exhibit A and depicted in Exhibit B. The SOPD includes all applicable regulations, development standards, permitted uses, and requirements set forth herein and in all associated exhibits, and shall serve as the controlling zoning and development framework for the property.

P. Townhouse: One (1) of a group of no less than two (2), no more than twelve (12), attached dwelling units, with each dwelling unit located on a separate lot and thereby distinguished from condominium units.

Q. Utility - shall mean land, facilities, and infrastructure used for the provision, transmission, distribution, collection, or storage of public or private utility services. This land use includes, but is not limited to, water, wastewater, stormwater, electric, gas, telecommunications, broadband, and similar systems. Utility uses may include treatment plants, substations, lift stations, pump stations, detention and drainage facilities, utility corridors, and related appurtenances, whether publicly or privately owned. Utility uses are permitted throughout the Planned Development District as necessary to serve the development, and may be located within designated tracts, easements, or rights-of-way, subject to applicable design standards, screening requirements, and approval by the City of College Station and all applicable regulations, including the City of College Station Unified Development Ordinance.

Exhibit B: Concept Plan

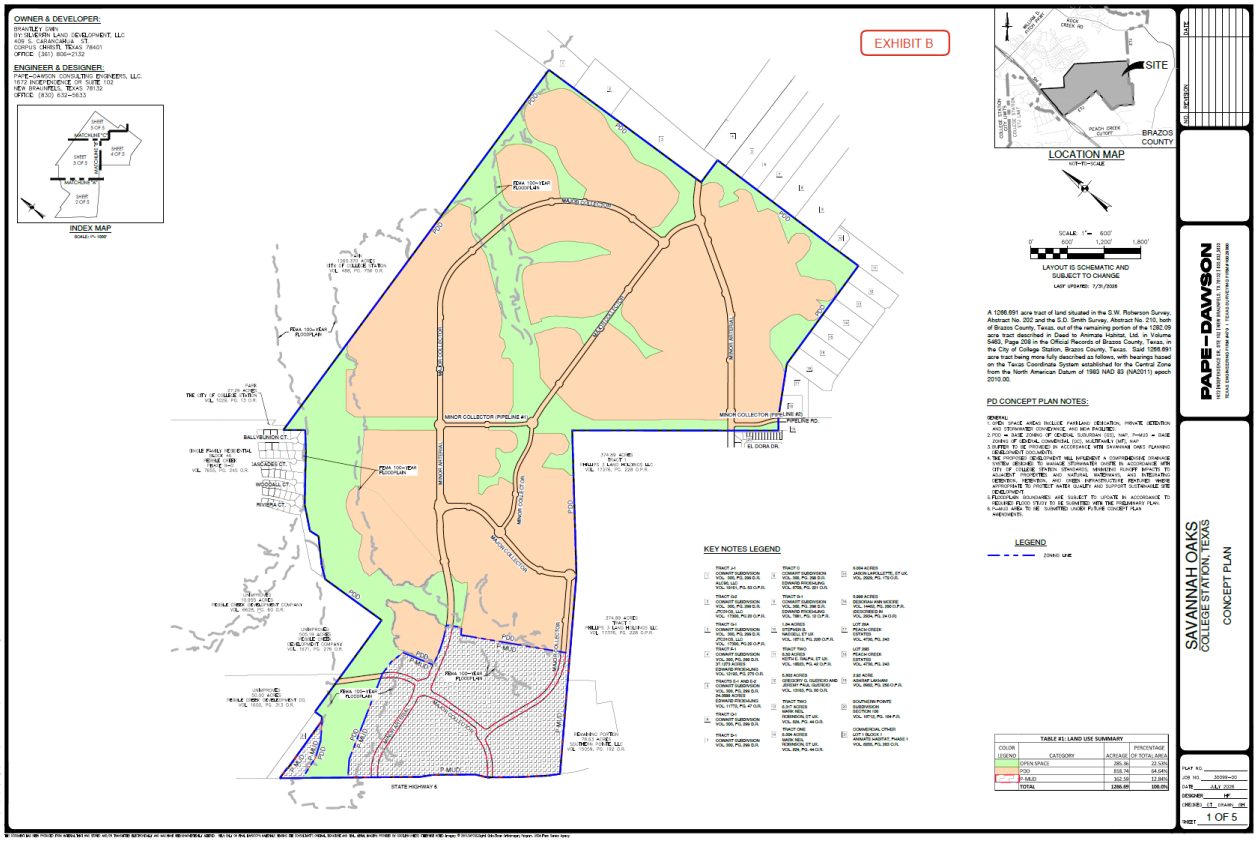
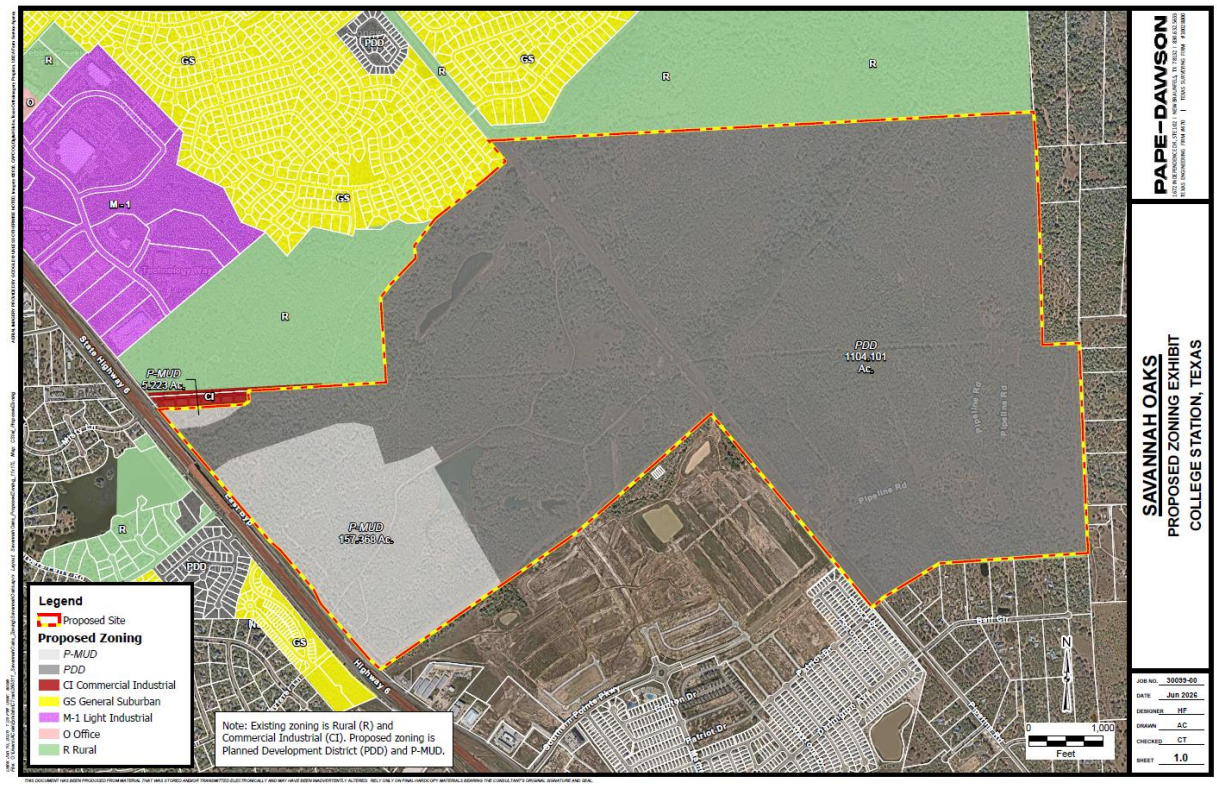


Exhibit C: Proposed Zoning Exhibit



ARTICLE 4 — ZONING AND LAND USE PROGRAM

4.1 The Savannah Oaks Planned Development (SOPD) shall be organized into two coordinating zoning districts. Planned Development District (PDD) and Planned Mixed-Use District (P-MUD) also depicted in the Zoning Map labeled Exhibit C. Each zoning district has distinct purposes, permitted land uses, and standards:

A. Planned Development District (PDD): General Suburban (GS), Natural Areas Protected (NAP) Base Zoning/ Land Use (+/- 1,104.101 acres)

i. Purpose: Provide a regulatory framework for residential neighborhoods and compatible neighborhood-serving uses that emphasize a suburban character.
ii. Applicability: Applies to parcels designated for GS and NAP in the Concept Plan.
iii. Permitted Uses: Detached single-family homes, townhouse, Residential/Neighborhood amenity areas, parks, schools, and civic uses as listed in the PDD Use Matrix.
iv. Standards, Review, & Zoning Categories: Development within the PDD shall comply with the applicable single-family lot, setback, streetscape, dimensional, design, and building form standards set forth in Articles 5–6 and the PDD design review process, unless expressly modified herein. While certain residential uses may be permitted in multiple zoning categories, all development shall comply with the standards of the district in which the property is located unless expressly provided otherwise herein. Townhouse developments within the General Suburban (GS) district may utilize Townhouse (T) district dimensional and development standards only when developed on a designated townhouse tract containing a minimum of four (4) contiguous acres, in which case such tract shall be platted and developed in accordance with all applicable Townhouse (T) district standards.

B. Planned Mixed-Use District (P-MUD): General Commercial (GC), Multifamily (MF), & Natural Areas Protected (NAP) Base Zoning/ Land Use (+/- 162.591 acres)

i. Purpose: Support an integrated mix of commercial, office, multifamily, and civic uses that reinforce walkable, transitable, and activity-oriented corridors along the Hwy 6 frontage and internal mixed-use core.
ii. Applicability: Applies to parcels designated GC, NAP, and any MF uses shown on the Savannah Oaks Land Use Table in Exhibit D.
iii. Permitted Uses: Retail, restaurants, offices, hospitality, medical, entertainment, multifamily residential, and complementary civic/open space uses consistent with the City's P-MUD intent and the PDD Use Matrix.
iv. Mix Requirement: Where developed as P-MUD, the 20% residential / 20% non-residential minimums and 60% flexible mix shall apply (per City UDO P-MUD standards), and submittals must demonstrate compliance.
v. Development Standards: All setbacks, height limitations, landscaping, parking, buffering, and other applicable site development standards shall comply with the requirements of the City Unified Development Ordinance (UDO) for the base zoning or land use within the Planned Mixed-Use District (P-MUD), unless otherwise expressly modified herein.

C. Cross-District Coordination and Administration

i. Unified Master Plan: Both districts are governed by the SOPD Concept Plan (Exhibit B) and shared exhibits (A–H). Phasing, infrastructure, open space, trail connections, and vehicular/pedestrian networks shall be coordinated across districts to ensure functional integration.
ii. Consistency & Conflicts: Where PDD provisions conflict with UDO P-MUD requirements, the more specific provision shall control within the SOPD, except where City code mandates otherwise. Where silent, City UDO and technical standards apply.
iii. Transition & Buffers: Buffer requirements are not required when a P-MUD abuts open space.
iv. Signage & Entries: Entry monuments, wayfinding, and the Master Sign Program shall reflect a unified community identity while allowing differing scale and sign types appropriate to each district (e.g., up to two (2) entry monument signs at major Hwy 6 N entrances as permitted by the PDD sign standards).
v. All multifamily and other residential developments authorized under the P-MUD shall be conclusively deemed to have satisfied all applicable parkland and open space requirements at the SOPD-wide level, provided such requirements are satisfied within the SOPD prior to or concurrent with the development's approval. Compliance may be achieved through dedication to the SOPD-wide park/open-space system, construction of required improvements, or other approved means consistent with City standards, subject to City approval. Once satisfied at the SOPD level, no additional on-site dedication, construction of improvements, maintenance obligation, payment of in-lieu fees for parkland or open space, payment of a Fee in Lieu of Land Dedication, or payment of a Park Development Fee shall be required of the authorized development, except to the extent of obligations expressly reserved in the approved SOPD.
vi. Parkland and open space requirements for multifamily and other residential developments authorized under the P-MUD may be satisfied on an SOPD-wide basis, using parkland dedication and/or improvements provided elsewhere within the SOPD, rather than requiring separate on-site dedication or improvements within the P-MUD area itself. To the extent that SOPD-wide dedication and/or improvements (completed or guaranteed prior to or concurrent with approval of the P-MUD

development) meet or exceed the parkland and open space requirements otherwise applicable to that development under the UDO, those requirements shall be deemed satisfied, and no further on-site dedication, construction, maintenance obligation, in-lieu fee, Fee in Lieu of Land Dedication, or Park Development Fee shall be required for that development, except for obligations expressly reserved in the approved SOPD. If the SOPD-wide dedication and/or improvements are insufficient to fully meet the applicable requirement; whether measured in acreage, improvements, or fees; the development shall remain responsible for the deficiency, which shall be satisfied through additional dedication, improvements, and/or payment of fees in accordance with the UDO.

4.2 Land Use Table. See Exhibit "D" for a full list of Permitted, Permitted Subject to Specific Use and for those not listed shall adhere to City of College Station UDO standards.

A. Notwithstanding the Land Use Table, existing agricultural uses, including but not limited to farming, ranching, or pasturage, shall be permitted to continue on any property that maintains an agricultural valuation (ag exemption) and has not been converted to a different use. Such activities may continue until such time as the property is developed or the agricultural valuation is removed, at which point all uses shall comply with the provisions of this Planned Development District and the City of College Station Unified Development Ordinance (UDO)

EXHIBIT "D" (Savannah Oaks Planned Development Land Use Table)					
Savannah Oaks PD Specific Uses Table					
Zoning	**PDD**		**P-MUD****		
Specific Uses (Base Zoning)	**General Suburban (GS)**	**NAP**	**Multifamily (MF)**	**General Commercial (GC)**	**NAP**
Key: P = Permitted by Right, **P*** = Permitted Subject to Specific Use Standards, ** = District with Supplemental Standards (refer to Standards outlined in the PD and/or Article 5 CS UDO)					
Single-Family Residential					
Residential/ Neighborhood Amenity Area	P	P*			P*
Residential Sales Office/Model Home	P		P		
Single-Family Detached	P				
Single-Unit Dwelling			P		
Multi-Family Residential					
Assisted Living/Residential Care Facility			P	P	
Extended Care Facility/Convalescent Nursing Home			P	P	
Multi-Family			P		
Patio Homes	P		P		
Townhouse	P*		P		
Civic & Institutional					
Educational Facility, College and University	P			P	
Educational Facility, Primary and Secondary	P		P	P	
Government Facilities	P*	P*	P*	P	P*
Health Care, Hospitals				P	
Health Care, Medical Clinics				P	
Parks	P	P	P	P	P
Places of Worship	P*		P*	P	
Office					
Office				P	
Radio/TV Station/Studio				P	
Retail					
Art Studio/Gallery				P	
Car Wash				P*	
Commercial Amusement				P*	
Commercial Garden, Greenhouse, or Landscape Maintenance				P*	
Conference/Convention Center				P	
Country Club	P			P	
Day Care, Commercial				P	
Drive-In/Thru				P	
Fuel Sales				P*	
Golf Course or Driving Range				P*	
Health Club/Sports Facility, Indoor				P	
Health Club/Sports Facility, Outdoor				P	
Hotel				P	
Personal Service Shop				P	
Printing/Copy Shop				P	
Restaurant				P	
Retail Sales - Single Tenant over 50,000 SF				P	
Retail Sales and Service				P*	
Retail Sales and Service Alcohol				P*	
Shooting Range, Indoor				P	
Theater				P	

Other					
Animal Care Facility, Indoor				P	
Industrial, Light				P*	
Micro-Industrial				P*	
Mixed-Use Structure			P		
Open Space	P	P	P	P	P
Parking as Primary Use				P	
Resort and Resort Amenities	P*		P*	P*	
Storage, Self Service				P	
Vehicular Sales, Rental, Repair, and Service				P*	
Wholesale/Services				P*	
Utility	P*	P*	P*	P*	P*
Prohibited Uses					
Adult entertainment and sexually oriented businesses					
Barns or stables for private stock					
Bed and breakfast establishments					
Boarding and rooming houses					
Child care facilities (Class B)					
Courtyard houses					
Credit access businesses					
Dormitories					
Farm or pasturage uses					
Farm product processing					
Fraternal lodges					
Fraternities and sororities					
Funeral homes					
Heavy industrial operations					
Large recycling facilities					
Live-work units					
Manufactured homes					
Medium and small multiplexes					
Outdoor animal care facilities					
Outdoor storage of equipment or materials					
Recreational vehicle parks					
Retail sales for manufactured homes					
Salvage yards					
Scientific testing or research laboratories					
Shared housing					
Storage tanks or cold storage plants					
Tattoo studios					
Truck stops and freight/trucking terminals					
Warehousing and distribution facilities					
Waste services					

Notes:

(a) Any land use not expressly listed in the Savannah Oaks Land Use Table shall be regulated in accordance with the City of College Station Unified Development Ordinance Section 6.4 Specified Use Standards Table.

(b) Items marked with a "P*" indicator are subject to specific use standards. Most specific use standards are established in Section 6.4 of the College Station UDO. For uses not specifically addressed within the UDO, additional use standards are provided below:

Industrial, Light

1. Industrial, Light uses shall be limited to operations conducted entirely within an enclosed building and shall not create external impacts including noise, vibration, smoke, dust, odor, glare, or other nuisances detectable beyond the property line.
2. Permitted activities include assembly, fabrication, processing, packaging, or storage of goods and materials, provided such activities are low intensity in nature and do not involve heavy manufacturing or large-scale industrial operations.
3. No outdoor storage, outdoor processing, or outdoor industrial activity shall be permitted.
4. Truck traffic shall be limited to light delivery vehicles and occasional freight deliveries. Regular heavy truck traffic or distribution hub operations shall not be permitted.
5. All loading, service, and operational areas shall be screened from public rights-of-way and adjacent residential uses in accordance with Article 7, General Development Standards.
6. Uses involving hazardous materials, excessive noise, or high-impact industrial processes, including but not limited to chemical manufacturing, metal smelting, or bulk material processing, shall not be permitted.

Resort and Resort Amenities

1. Resort uses shall include lodging facilities and associated amenities designed to serve guests and visitors, including but not limited to recreational, dining, and retail uses.
2. Resort amenities may include pools, lazy rivers, water features, fitness facilities, courts (including pickleball or tennis), spas, and similar recreational facilities.
3. Accessory uses such as cafes, restaurants, retail shops, and personal services shall be permitted, provided such uses are intended primarily to serve resort guests and are integrated into the overall resort development.
4. All resort activities and amenities shall be designed and operated to minimize impacts on adjacent properties, including noise, lighting, and traffic.
5. Outdoor recreation and activity areas shall comply with applicable buffering and screening requirements in accordance with Article 7, General Development Standards.
6. Setbacks. Where Resort and Resort Amenities uses are developed within the GS General Suburban area, setbacks shall follow the Suburban Commercial Guidelines of the UDO where applicable, except as otherwise modified herein. Where Resort and Resort Amenities uses are developed within the GC General Commercial area, setbacks shall follow the General Commercial Guidelines of the UDO.
7. Building Height. Notwithstanding the thirty-five (35) foot maximum building height otherwise applicable to Suburban Commercial development under the UDO, Resort and Resort Amenities structures within the GS General Suburban area shall be permitted a maximum building height of fifty (50) feet. Resort and Resort Amenities structures developed within the GC General Commercial area shall comply with the building height standards applicable under the General Commercial Guidelines of the UDO.
8. Parking. Off-street parking for Resort and Resort Amenities uses shall be provided in accordance with the UDO's parking standards for "Hotel/Motel", provided that shared parking among resort accessory uses (e.g., dining, retail, recreational amenities) serving primarily resort guests shall be permitted in accordance with Article 7, General Development Standards.

Residential/Neighborhood Amenity Areas

1. Residential/Neighborhood Amenity Areas located within a FEMA-designated or calculated 100-yr floodplain may contain recreational, park, trail, open space, and amenity improvements, provided such improvements are designed, constructed, and maintained to withstand periodic flooding and comply with all applicable federal, state, and local floodplain regulations.

Townhouse

1. Townhouse developments within the General Suburban (GS) district may utilize Townhouse (T) district dimensional and development standards only when developed on a designated townhouse tract containing a minimum of four (4) contiguous acres, in which case such tract shall be platted and developed in accordance with all applicable Townhouse (T) district standards, which are located in SO PD Article 5.1.D and 6.1 (Exhibit E).

ARTICLE 5 — GENERAL SUBURBAN (GS) RESIDENTIAL DEVELOPMENT STANDARDS

5.1 Applicability - All residential development within the Savannah Oaks Planned Development shall be governed by the General Suburban (GS) zoning district, the standards established herein, and within Article 6. Residential product types may include detached single-family dwellings, attached residential dwellings, townhouses, and other residential housing types permitted by Exhibit D and authorized by this Planned Development.

Any development standards not specifically addressed within this Planned Development District (PDD) shall default to the applicable requirements of the City of College Station Unified Development Ordinance ("UDO").

5.2 Lot Flexibility - The PDD shall allow flexibility and adjustment of residential lot dimensions, mix, and configuration through the platting process, subject to the following:

A. Minimum Lot Area. No detached single-family lot shall be less than 5,000 square feet.
B. Standards Preservation. Adjustments shall preserve required open space, access, street connectivity, infrastructure capacities, utility corridors, drainage facilities, and required landscape or buffer areas.
C. Product Type Flexibility. Residential product types may be substituted or mixed within development phases provided that:
    i. The applicable development standards of this Article are satisfied;
    ii. Overall density limitations established herein are not exceeded; and
    iii. The approved land use allocations of the Planned Development are maintained.

5.3 Density Standards

A. Detached Single-Family Development shall not exceed eight (8) dwelling units per gross subdivision acre.
B. Attached Residential and Townhouse Development shall not exceed fourteen (14) dwelling units per gross subdivision acre.
C. For purposes of this Planned Development, Townhouse Development shall mean a residential development consisting of attached dwelling units developed in accordance with the standards contained herein.
D. Any standalone Townhouse Development area shall contain a minimum of four (4) contiguous acres. Individual townhouse buildings may be platted on separate lots provided the overall development area satisfies the minimum acreage requirement.
E. The location, configuration, and acreage of townhouse development areas may be adjusted through the preliminary plat process provided the minimum acreage requirement is maintained and the overall density limitations established herein are not exceeded.
F. Any amendment increasing residential density beyond the limits established herein shall require approval of a Planned Development amendment.

5.4 Cluster Development

A. Authority & Purpose: Cluster (conservation) subdivision techniques are permitted in General Suburban (GS) districts consistent with UDO Article 8 to allow alternative lot layouts that preserve open space, natural features, tree stands, drainageways, and improve connectivity while maintaining permitted density and community character.

B. Density & Minimums: Cluster lots may be smaller than typical lot types (in area and width) than otherwise required in Article 5.2, but in which clustering shall not increase total dwelling units beyond allocations per Article 5.3. Side setbacks and side street setbacks may comply with other setback standards in this PDD respectively.

C. Cluster developments shall be permitted within the PDD subject to compliance with applicable City of College Station UDO cluster development standards, including but not limited to minimum common open space requirements. A minimum of twenty-five percent (25%) of the gross acreage of each cluster development shall be provided as common open space, with at least thirty percent (30%) of the required open space consolidated in one contiguous area, unless otherwise expressly modified herein. Required open space and parkland obligations may be satisfied at the development-wide level across the PDD rather than within each individual subdivision, provided the cumulative open space and

parkland meet or exceed all applicable UDO and PDD requirements, serve the residents of the applicable cluster areas, and are permanently protected through plat, easement, covenant, or HOA ownership.

D. Design, Infrastructure & Services: Cluster layouts must provide safe, accessible street and pedestrian networks, adequate utility and drainage corridors, and emergency vehicle access. Reduced lot dimensions may require modified setbacks or building envelopes to ensure privacy, light, and serviceability; such modifications shall be reviewed administratively per Article 12. Service, parking, and access arrangements must meet City technical standards.

E. Review & Approval: Cluster proposals must include a conceptual cluster plan at sketch/preliminary plat submittal showing lotting, conserved/open space, trails, access, utilities, and how UDO Article 8 and PDD objectives are met. The PDD Administrator may approve cluster plans administratively if consistent with this PDD, the UDO, and City technical standards. Proposals that alter density, reduce required open space below PDD minimums, or change primary access require a PDD amendment per Article 12.

F. Maintenance & Restrictions: All preserved open space, parks, stormwater BMPs, and conservation tracts created through clustering must have recorded maintenance obligations, allowed uses, and restrictions (HOA or similar) to ensure permanent protection and compliance with City and PDD requirements.

5.6 Accessory Structures - Accessory structures shall comply with UDO Section 6.5 unless otherwise modified by this Planned Development

ARTICLE 6 — GENERAL SUBURBAN (GS) RESIDENTIAL STANDARDS

6.1 RESIDENTIAL DEVELOPMENT STANDARDS (base standards):

Residential Development Standards (Exhibit E)		
Savannah Oaks Residential Zoning Districts and Standards		
	General Suburban (GS)	
	Single Family Residential	Townhouse
Min. Average lot Area per Dwelling Unit	5,000 SF	N/A
Absolute Min. Lot Area per Dwelling Unit	5,000 SF	1,800 SF
Min. Lot Width	50'	N/A
Min. Lot Depth	100'	N/A
Min. Front Setback	25' (a) (b)	15'

Max. Front Setback	N/A	N/A
Min. Side Setback	5'	5' (c) (d)
Min. Side Street Setback	10'	10'
Max. Side Street Setback	N/A	N/A
Min. Rear Setback	20'	10'
Max. Impervious Cover	65%	85%
Max. Height	35'	35'
Min. Number of Stories	N/A	N/A
Max. Dwelling Units/Acre (Subdivision Gross)	8	14
Min. Dwelling Units/Acre	N/A	N/A

Notes:

(a) Minimum front setback may be reduced to fifteen (15) feet when approved rear access is provided, or when side yard or rear yard parking is provided.

(b) Front setback applies to primary building face including front facing garage; front porches may encroach 5’ over the min. front setback line or may be reduced to a 20’ front setback on or at cul-de-sac frontage lots respectively.

(c) Zero lot line construction of a townhouse residence is allowed where properties on both sides of a lot line are owned and/or developed simultaneously by a single party.

(d) Townhouses may be developed in attached groups or clusters. Each complex shall be considered one building for setback purposes. A minimum side setback of five (5’) feet shall be required only from the outermost side walls of each townhouse complex to adjacent lot lines or separate townhouse complex. No side setback shall be required between individual attached dwelling units within the same complex where units share common party walls.

(e)Public, civic, and institutional structures shall have a maximum building height of fifty (50) feet in these districts, except for non-occupied structures that may exceed the roof line by 25’, such as church steeples, radio towers, etc.

ARTICLE 7 — RESIDENTIAL/NEIGHBORHOOD AMENITY AREA(S)

7.1 The Savannah Oaks Planned Development District may include a variety of private amenity areas owned, maintained, and operated by the governing Property Owners Association (POA). These amenity areas are intended to enhance the quality of life for residents and may include, but are not limited to, swimming pools, lazy rivers, water features, fitness facilities, playgrounds, sport courts, trails, and open space gathering areas. Amenity buildings may be developed to accommodate uses such as homeowners' association offices, package locker facilities, meeting and event spaces, covered sports courts and small-scale office space.

The private amenity areas are intended to incorporate a wide variety of uses, some of which may not fall within a specific traditional land use classification or zoning category; however, all such uses shall remain consistent with the overall residential character of the development.

All improvements and uses shall comply with applicable health, safety, and building standards as required by the City of College Station.

Limited neighborhood-serving commercial uses may be permitted within designated amenity areas, including coffee shops, cafés, sandwich shops, and similar low-intensity establishments, provided such uses are compatible with the development and subject to City approval.

7.2 Private Amenity Parking - Private amenity facilities within Savannah Oaks are intended to serve residents and their guests. Passive recreation amenities, including trails, greenways, open space areas, pocket parks, playgrounds, picnic areas, community gardens, dog parks, pavilions, and similar low-intensity outdoor uses, shall not require dedicated off-street parking.

A. Active recreation amenities, including pools, clubhouses, recreation centers, fitness facilities, event spaces, and similar structured or higher-intensity gathering-oriented uses, shall provide a minimum of fifteen (15) off-street parking spaces per amenity area. Where multiple active recreation amenities are located within a common amenity area or are served by a shared parking area, the minimum parking requirement shall not be cumulative. Where a facility shares characteristics of both categories, the passive classification shall govern unless the facility contains a pool, indoor fitness space, or enclosed event venue.
B. In addition, active recreation amenities shall collectively provide a minimum development-wide parking supply equal to three (3) percent of the total number of dwelling units approved through recorded final plats within the Planned Development. Required parking may be distributed among multiple amenity locations, provided through shared parking areas, and constructed incrementally as development occurs. Parking spaces provided in excess of the minimum requirement for any individual amenity area may be credited toward the overall development-wide parking requirement.
C. Off-street parking areas serving Residential/Neighborhood Amenity Areas shall utilize standard city approved paving materials (concrete) for all fire lanes, dumpster and loading pads, and ADA-accessible parking spaces and access routes, consistent with applicable City fire access and ADA requirements. For standard, non-ADA individual parking spaces within these areas, alternative materials: including but not limited to crushed granite, decomposed granite, or stabilized aggregate surfaces, may be proposed to complement the natural character of the amenity area, subject to review and approval by the City at the time of site plan, upon submittal of justification demonstrating that the proposed material provides adequate durability and stability to accommodate the anticipated parking demand. All parking areas, regardless of material, shall comply with applicable fire access requirements and ADA accessibility standards.

ARTICLE 8 — P-MUD STANDARDS

8.1 All General Commercial (GC) and Multifamily (MF) (Base Zoning) Use Standards shall comply with Article 4 of this PD Document; all other standards are set by the City of College Station UDO.

ARTICLE 9 — PARKING, CIRCULATION, AND ACCESS

9.1 Single-Family Residential Parking: 1 space/ bedroom, with a minimum of 2 spaces, 4 total spaces per unit max; Garage spaces shall count towards requirements if they meet minimum dimensional standards.

9.2 Townhouse: 1 space/ bedroom, with a minimum of 2 total spaces per unit. Garage spaces shall count towards requirements if they meet minimum dimensional standards.

9.3 Commercial Parking: Base ratios per City code; shared parking analysis may reduce required stalls.

9.4 Multifamily Parking: 1 Bedroom Unit = 1.5 space/bedroom, 2+ Bedroom Unit = 1 space/bedroom; bicycle parking shall be 0.5 spaces/ bedroom

9.5 Street Design.

A. Internal residential streets shall comply with the B/CS Unified Design Guidelines as adopted at the time of Planned Development approval. and shall maintain a minimum pavement width of twenty-seven (27') feet, measured back-of-curb to back-of-curb, which reflects the current standard.
B. Roadway and Thoroughfare design per B/CS Unified Design Guidelines as adopted at the time of SOPD approval and/or Typical Roadway Cross Sections in Exhibit G.

9.6 Modified Subdivision Connectivity and Access Standards. The following modified connectivity and access standards shall apply within the Savannah Oaks Planned Development in lieu of conflicting provisions of the Unified Development Ordinance ("UDO"):

A. Street Connectivity. Subdivisions exceeding two hundred (200) lots shall require a minimum of two (2) street connections to external roadways or adjacent development tracts. The standard requirement for three (3) street connections otherwise applicable under the UDO shall not apply within the Savannah Oaks Planned Development.

B. Block Length. Maximum block lengths may be increased from one thousand two hundred feet (1,200') to approximately one thousand seven hundred and fifty (1,750') and shall not apply to such blocks that are adjacent to or bordered by open space corridors, parks, greenbelts, drainage corridors, or thoroughfares, as approved through the platting process.

C. Access Ways. Required pedestrian or vehicular access way spacing may be increased from nine hundred feet (900') to correspond with the modified block length standards permitted within the Savannah Oaks Planned Development.

D. Cul-de-Sac Access Ways. Pedestrian or access way connections at the terminus of internal residential cul-de-sacs shall not be required unless otherwise determined necessary by the City for emergency access or public safety.

ARTICLE 10 — PARKS, OPEN SPACE, TRAILS, RECREATION, AND ENVIRONMENTAL

10.1 Purpose and Integration. The Savannah Oaks Park System shall provide an integrated network of parkland, open space, and trails designed to meet the recreational needs of residents and visitors. The system shall incorporate both public and private parks, interconnected through greenbelt trails, sidewalks, and roadways to ensure cohesive connectivity throughout the Planned Development.

Trails shall function as the primary connectivity framework, expanding both usable and visual open space and providing multiple access points throughout the development. The park system is intended to blend seamlessly with adjacent residential and commercial uses, reinforcing community identity, wellness, and a sense of place.

10.2 Park Classifications.

A. Improved Parks.
Improved Parks shall include designated tracts that are graded and developed with constructed facilities and amenities intended to support recreation, civic gathering, and structured play. Such parks may include playground equipment, shade structures, seating, lighting, and similar improvements.

B. Natural Parks.
Natural Parks shall include designated tracts intended for the preservation and enhancement of natural features, including existing topography, vegetation, floodplain areas, and wildlife habitat. These areas shall be limited to low-impact recreational uses such as trails and minor improvements that complement the natural environment.

10.3 Ownership, Maintenance, and Dedication.

A. Pre-Dedication Maintenance. Until formal dedication is accepted by the City, all park tracts, trail segments, amenities, irrigation systems, and landscaping shall be owned and continuously maintained by the Property Owners Association (POA) and/or their assigns at no cost to the City.

B. Transfer Upon Dedication. Upon acceptance of a dedication by the City, all maintenance obligations for the dedicated park tracts and trail segments shall transfer to and become the sole responsibility of the City. The Developer and POA shall have no further maintenance obligation for any dedicated tract unless otherwise agreed to in a separate written maintenance agreement executed at the time of dedication.

C. Dedication Identification. A tract-by-tract identification of which park tracts and trail segments are proposed for dedication to the City, and which are proposed to remain under POA maintenance, shall be provided at the time of Preliminary Plan and noted on Exhibit F (Park Map).

D. Dedication Review and Acceptance. Any proposed dedication of parkland to the City shall be subject to review and acceptance by the City in accordance with applicable City procedures and standards in effect at the time of dedication, including, where applicable, recommendation by the Parks and Recreation Advisory Board and approval by the Planning and Zoning Commission as required under UDO Section 8.8.D.5.a.

10.4 Connectivity. The Savannah Oaks trail and shared use path network shall consist of a connected hierarchy of trails, including interior residential neighborhood trails and sidewalks, P-MUD District trails and sidewalks, park trails, and shared use paths. The network shall provide continuous connections between parks, open spaces, residential areas, and commercial districts to ensure safe, accessible, and integrated pedestrian and bicycle circulation throughout the Planned Development while supporting the City's regional network.

A. Interior Residential Neighborhood Trails and Sidewalks. Sidewalks and/or trails shall be provided at a minimum width of five feet (5') on both sides of residential streets and constructed to City standards.

B. P-MUD District Trails and Sidewalks. Sidewalk and trail systems within commercial areas shall be provided in accordance with the Savannah Oaks Commercial Guidelines and shall reflect the specific land uses, including retail, office, and multifamily. Such sidewalks and trails shall be a minimum of five feet (5') in width and constructed to City standards.

C. Improved Park and Natural Park Trails. These trails shall range from five feet (5') to ten feet (10') in width and shall be constructed in phases consistent with development phasing. Trails may be constructed using a variety of materials, including but not limited to concrete, asphalt, crushed stone, decomposed granite, soil cement, natural soft surface materials, mulch/wood chips, or boardwalk structures. The maintenance of all trail segments, including surface repairs, drainage, and vegetation management, shall be the sole responsibility of the POA, except where a trail segment is located within land dedicated to and accepted by the City, in which case maintenance responsibility shall transfer to the City upon such dedication and acceptance. Prior to construction of any trail segment, the Developer shall submit the proposed trail route, alignment, and materials to the City for review and approval.

D. Shared Use Paths. Shared use paths shall be constructed as ten-foot (10') wide paths located on both sides of designated roadways, where applicable, and along routes designated within the Bicycle, Pedestrian, and Greenways Master Plan. Shared use paths along roadways shall be installed concurrently with roadway construction, located within the public right-of-way, and may meander within that right-of-way subject to applicable setbacks from back of curb and adjacent landscape areas. All shared use paths shall be constructed in accordance with City standards.

10.5 Parkland Dedication Requirements. Parkland dedication requirements shall be determined in accordance with Section 8.8 of the City of College Station Unified Development Ordinance, except as expressly modified by this PD. Where this PD conflicts with UDO Section 8.8, the provisions of this PD shall control. All other UDO Section 8.8 requirements not expressly modified herein shall remain in full effect.

A. Base Dedication Standard. Parkland dedication requirements within the Savannah Oaks Planned Development shall be calculated in accordance with Section 8.8 of the UDO, including a dedication rate of one (1) acre of parkland per forty-eight (48) single-family dwelling units and one (1) acre per eighty-three (83) multifamily bedrooms. For phased or mixed-use portions of the development, the City and Developer may apply dedication requirements on a cumulative and proportional basis across the overall Planned Development to account for phased timing and the unified park and trail system established herein.

B. Floodplain Credit. Floodplain and floodway areas may be credited toward parkland dedication at a ratio of three (3) acres of floodplain equaling one (1) acre of parkland, subject to acceptance by the City and compliance with applicable park standards.

C. Contiguous Park System. For purposes of parkland dedication, park areas separated by a public roadway shall be considered a single contiguous park system where the tracts are directly aligned across

the roadway and connected via a planned pedestrian crossing and continuous trail network. Such combined areas shall be treated as a unified park space meeting the City's objective for usable, connected parkland.

D. Credit for Previously Dedicated Parkland. Parkland previously dedicated to the City or to the POA in connection with any prior phase of the Savannah Oaks Planned Development shall be credited toward the parkland dedication requirements of subsequent phases on a cumulative basis, such that excess dedication from an earlier phase reduces or eliminates the obligation of a later phase. Credits shall be tracked and applied during the platting process for each subsequent phase using the per-acre valuation methodology established within this Planned Development.

E. No Additional Fees. The Developer shall not be required to pay separate parkland dedication fees, park development fees, or other park-related exactions for areas where land has been dedicated or park improvements have been constructed by the Developer in accordance with this Planned Development.

10.6 Phasing and Construction of Park Improvements.

A. Phased Installation. Park improvements and amenities shall be installed in phases to serve each phase of development, ensuring that recreational facilities are available concurrent with or prior to the delivery of lots, building permits, or certificates of occupancy, as required by the City.

B. Phasing Flexibility. For any phase in which a park tract is not yet constructed at the time of final plat approval, the Developer may satisfy the applicable parkland improvement obligation through previously constructed park improvements within the Planned Development, credited on a cumulative basis. Park improvement credits generated by construction in advance of or in excess of phase minimums shall carry forward and may be applied to reduce obligations in future phases.

C. Developer Financial Responsibility. The Developer shall be responsible for the design, engineering, site preparation, permitting, and construction of all parkland and open space within the Savannah Oaks Planned Development, including both Improved Parks and Natural Parks, whether intended for private use or future public dedication. Under no circumstances shall the City be financially responsible for the initial costs that may include construction, installation of amenities, and/or landscaping within designated park tracts.

D. City Standards. All park improvements shall be constructed in strict accordance with the approved Site Plan, the City of College Station UDO, and current construction standards established by the City's Parks and Recreation and Public Works departments.

10.7 Amenity Planning and Park Board Review.

Prior to construction of each Improved Park intended for public dedication, the Developer shall submit a proposed amenities list and conceptual illustrations to the Parks and Recreation Advisory Board for review. The amenities list shall be consistent with the City's Park Facility and Equipment Standards. In preparing the amenities list, the Developer shall coordinate with the City's Parks Director, who shall provide guidance on community priorities informed by the current Parks Master Plan update. Final amenities for each park shall be developed in consultation with the Parks Director prior to Advisory Board review.

Improved Parks within the development may include, but are not limited to, the following amenities: playgrounds and play structures, pavilions and shade structures, picnic tables and seating areas, benches, trash receptacles, bicycle racks, pet waste stations, open lawn and passive recreation areas, multi-use courts, fitness stations, splash pads or water play features, restroom facilities, trails, shared-use paths, trailhead signage and wayfinding, lighting, landscaping, and other recreational improvements as approved by the City. The specific amenities, locations, and quantities for each park shall be determined at the time of park construction and shall be subject to City review and approval. The Developer reserves the right to modify, substitute, or add amenities within each park provided the overall recreational intent of the park is maintained.

10.8 Private Amenity Credit.

Private recreational amenities constructed within the SOPD and owned and maintained by the POA shall receive credit up to fifty percent (50%) of the applicable parkland improvement obligation. This provision expressly supersedes the twenty-five percent (25%) private amenity credit limitation otherwise established by the City of College Station UDO. The remaining percentage is retained for deposit in the City's parkland dedication fund for the purpose of defraying the financial burden that new residential units impose on the existing public park system in the city, beyond the immediate development in which the dwelling is located.

Eligible improvements may include, but are not limited to, splash pads, playgrounds, sports courts, pickleball courts, event lawns, covered gathering areas, trails, parking areas, drainage improvements, landscaping, lighting, and other facilities necessary to support the use and operation of recreational amenities serving residents of the Planned Development.

Credit shall be based upon the total documented construction cost of eligible improvements, including all site development costs, supporting infrastructure, general conditions, contractor overhead and profit, and other customary project costs directly associated with the design and construction of such improvements.

A. Availability of Private Amenity Credit. The purpose of this Section is to encourage the development of public park improvements before or concurrently with the construction of private recreational amenities while preserving the flexibility necessary for phased development. Private amenity credit shall become available upon the Developer demonstrating compliance with the intent of this Section through one or more of the following:
    i. Completion and City acceptance of the initial public park improvements identified for the applicable phase;
    ii. Posting of a performance bond, letter of credit, or other financial assurance acceptable to the City securing completion of the remaining required public park improvements identified for the applicable phase; or
    iii. Another phasing or financial assurance mechanism approved by the City that provides substantially equivalent assurance that the required public park improvements identified for the applicable phase will be completed.

Private amenity credit earned more than or in excess of the amount that may be applied within a particular phase, whether due to the fifty percent (50%) limitation or the timing of public park improvements, shall be carried forward and remain available for application to subsequent phases in accordance with this Article.

10.9 Conceptual Nature of Exhibits and Administrative Modifications.

A. Conceptual Alignment. The locations, dimensions, acreage, and alignments of the Improved Parks, Natural Parks, and trail networks depicted on Exhibit F (Conceptual Park and Trail Map) are conceptual

and illustrative in nature, representing the general intent and proposed connectivity of the park system at the time of zoning.

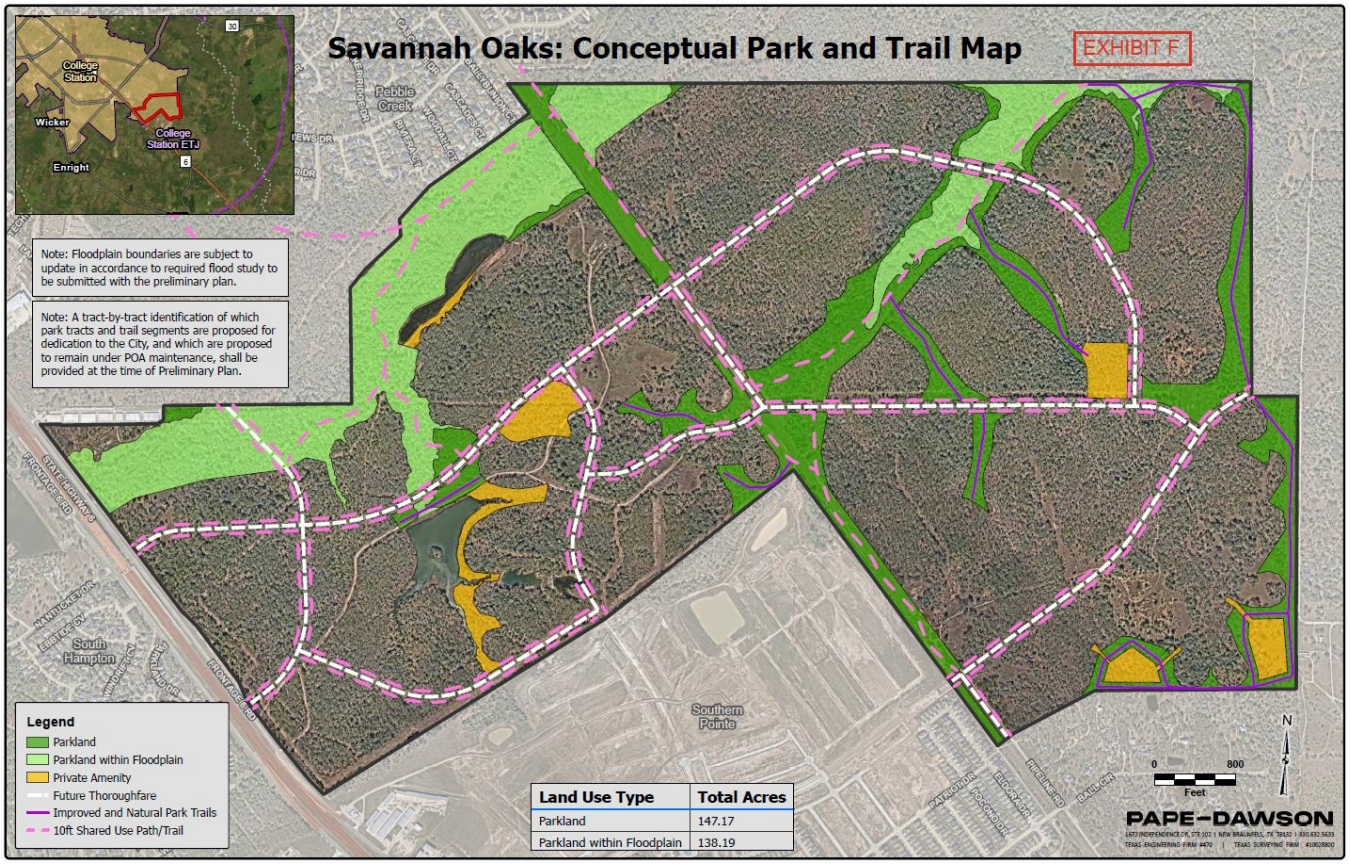
B. Allowance for Modification. As detailed engineering, surveying, and site design occur, adjustments to the park system will be necessary. To accommodate final grading, drainage requirements, tree preservation, utility alignments, and final right-of-way locations, the Developer may modify the exact size, shape, boundaries, and locations of individual park tracts without requiring a formal amendment to this Planned Development.

10.10 Environmental Protection.

Development within the Savannah Oaks Planned Development shall incorporate the following environmental measures:

Existing significant trees and natural drainageways shall be preserved where feasible and incorporated into the park and open space system.

All grading and construction activities shall comply with applicable state and City stormwater quality requirements, including erosion and sediment control measures during construction.



ARTICLE 11 — LANDSCAPING, IRRIGATION, BUFFERING, AND LIGHTING

11.1 On-Site Irrigation Water

A. Uses permitted: Landscaped areas, parks, greenbelts, medians, trails, and other open-space areas within the SOPD may be irrigated using on-site sources (permitted wells and/or on-site ponds/lakes) provided irrigation is limited to areas inside the SOPD and water is not sold or supplied off-site.
B. Permits & compliance: All wells, pond withdrawals, and irrigation systems must obtain applicable City, state, and groundwater-district permits and comply with TCEQ and City requirements (including backflow prevention and cross-connection control).
C. Environmental safeguards: Irrigation withdrawals must not impair required stormwater detention, drainage functions, or critical vegetation; designs must demonstrate no adverse hydrologic impacts.
D. System requirements: Non-potable supplies require appropriate filtration/treatment, metering/monitoring as required by the City, and incorporation of water-efficient controls (e.g., smart controllers, moisture sensors).
E. Equipment & maintenance: Pumps, piping, and related equipment shall be sited and screened to minimize impacts. Operation, maintenance, insurance, and recorded access/maintenance obligations are the responsibility of the developer/POA/HOA.

11.2 Parking Lot Landscaping. Per city UDO.

11.3 All exterior lighting shall adhere to current City of College Station standards and ordinances. Fixtures shall be directed to minimize light spill and glare into adjoining properties. Provide pedestrian-level lighting in GS & GC corridors per city requirements. Any lighting that may be installed on Greenbelts and/or trails will be mitigated or held at a minimum to lessen environmental impact on natural habitat. Detailed lighting plans demonstrating compliance with lumen caps, cutoff requirements, and photometric analysis may be submitted with site plan or construction documents if applicable.

ARTICLE 12-TANGIBLE COMMUNITY BENEFITS (Also attached as Exhibit H)

12.1 Community Benefits

A. Increase landscape buffer planting requirements by 50% beyond UDO Section 7.7 minimums between P-MUD uses adjacent to Single Family Residential.

i. Savannah Oaks will increase required landscape buffer planting standards by fifty percent (50%) beyond the minimum requirements of Section 7.7 of the UDO. This enhancement applies to all required canopy trees, non-canopy trees, and shrub plantings within buffer, resulting in a significantly denser and more effective vegetative screen than required by code. The increased planting quantities improve year-round opacity, enhance visual separation between land uses, and strengthen compatibility with P-MUD uses adjacent Single Family Residential Where existing natural vegetation is present and meets UDO standards, it will be preserved and credited toward buffer requirements, with supplemental plantings provided as necessary to achieve the enhanced standard.

Buffer Planting Requirements (+ 50% Enhancement)		
P-MUD Uses -General Commercial (GC) and Multifamily (MF) Adjacent to Single Family Residential		
Category	**UDO Requirement (Sec. 7.7)**	**Savannah Oaks (+ 50% Enhancement)**
Canopy Trees	1 per 25 LF (min. 2” caliper)	1 per ~16 LF (min. 2” caliper)
Non-Canopy Trees	1 per 15 LF (min 1.25” caliper) or shrub substitution	1 per 10 LF (min. 1.25" caliper) or equivalent substitution
Shrubs	1 per 3 LF (min. 5-gallon, 3' height)	+50% quantity (min. 5-gallon, 3' height, increased evergreen mix)
Vegetation Character	Standard buffer planting per UDO	Increased density, layered planting for improved screening

*Landscape buffers between different land use areas within the P-MUD district (MF and GC) will adhere to UDO standards

B. Increase landscape buffer widths by 50% beyond UDO Section 7.7 minimums between General Commercial (GC) uses adjacent to General Suburban (GS) and Multi-Family (MF) uses adjacent to Single Family Residential.

i. Savannah Oaks will increase required buffer widths by fifty percent (50%) beyond the minimum standards of Section 7.7 of the UDO. This results in greater physical separation between differing land uses, improving the effectiveness of buffering for noise, lighting, and visual impacts. General Commercial (GC) uses adjacent to Single Family Residential will increase from 15 feet to approximately 22.5 feet, and Multi-Family (MF) adjacent to Single Family Residential will increase from 10 feet to 15 feet. When combined with enhanced planting requirements, these expanded buffer areas provide a more substantial and effective transition between land uses than is required under the UDO.

Buffer Width Requirements (+ 50% Enhancement)		
General Commercial (GC) Adjacent to Single Family Residential		
Category	**UDO Requirement**	**Savannah Oaks (Enhanced)**
Buffer Width	15 feet	22.5 feet
Screening	Wall required (6 ft)	Wall maintained (6 ft)
Separation Function	Standard separation between uses	Increased separation for improved noise, lighting, and visual mitigation
Buffer Character	Narrow landscaped buffer strip	Expanded transition zone with increased landscape depth

Buffer Width Requirements (+ 50% Enhancement)		
Multifamily (MF) Adjacent to Single Family Residential		
Category	**UDO Requirement**	**Savannah Oaks (Enhanced)**
Buffer Width	10 feet	15 feet
Screening	Fence required (6–8 ft)	Fence maintained (6–8 ft)
Separation Function	Standard transitional buffer	Enhanced separation improving privacy and compatibility
Buffer Character	Minimal Separation Zone	Expanded landscaped transition area

*Landscape buffers between different land use areas within the P-MUD district (MF & GC) will adhere to UDO standards

ii. Natural Vegetation Buffer Alternative

a. Savannah Oaks may utilize existing natural vegetation as an alternative to standard buffer yard improvements where such vegetation meets the performance standards of Section 7.7 of the UDO. Natural vegetation may be credited in lieu of required buffer plantings and screening (fences or walls) provided that it consists of a healthy mix of canopy and understory trees and is of sufficient density to achieve a continuous visual screen.

b. To qualify, existing vegetation must provide sufficient opacity to screen views to a height of six (6) feet, as documented through a site assessment. Vegetation used in lieu of standard buffer requirements shall be preserved and protected in accordance with the UDO Landscaping and Tree Protection standards.

c. Where existing vegetation does not fully satisfy required buffer standards, supplemental plantings will be installed to meet UDO requirements, including any applicable enhanced standards associated with the Savannah Oaks PD. This approach allows for the integration of high-quality natural features into the buffer design while ensuring consistent compliance with performance-based screening objectives.

d. The natural vegetation buffer alternative is preferred because it provides a more effective and sustainable form of buffering than fully constructed improvements. Existing mature vegetation, when preserved and enhanced, offers superior long-term visual screening through layered canopy and understory coverage while also delivering environmental benefits such as improved stormwater infiltration, reduced heat island effects, and preservation of existing ecosystems. This approach allows buffers to respond to existing site conditions rather than replacing them with uniform planted or constructed elements, resulting in more context-sensitive transitions between land uses. In addition, reliance on established vegetation reduces long-term maintenance needs and supports the preservation of mature tree stands that cannot be readily replaced, ultimately producing a higher-quality and more compatible edge condition than standard buffer yard installations alone.

C. Increase landscaping point requirements by 10% for all non-residential and multi-family development within the P-MUD, with existing protected canopy trees credited toward the increased point total per UDO Section 7.6.C.5.

i. Higher point thresholds produce more diverse, higher-quality planting schemes rather than minimum-compliant box-checking. Crediting existing protected canopy incentivizes preservation of mature trees, the most ecologically valuable landscape assets on any site, rather than clearing and replanting.

D. Meet Non-Residential Architectural Standards building material requirements on all primary entrance facades and facades facing a public right-of-way; facades not facing ROW or public park shall meet a minimum of 10% qualifying material coverage.

i. Savannah Oaks will voluntarily comply with the Non-Residential Architectural Standards Subsection of Article 7 as a community benefit, applying these standards to all applicable non-residential development within the SOPD. This includes the use of durable, high-quality exterior materials such as masonry, brick, stone, or comparable approved finishes, as well as compliance with façade articulation requirements intended to reduce blank wall conditions and enhance architectural interest. These standards shall not apply to private amenity areas.
ii. All non-residential buildings, including General Commercial (GC) areas within the P-MUD, will incorporate architectural detailing consistent with Article 7 standards, including material variation, façade modulation, and other design elements that promote visual quality and pedestrian-scale development. By voluntarily adopting these standards, Savannah Oaks ensures a higher level of architectural design consistency and durability than would otherwise be required, enhancing compatibility with surrounding General Suburban (GS) uses and elevating the overall character of the development.

E. Prohibit internally illuminated cabinet or box signs located within 200 feet of a General Suburban base zoning district or use, as measured from the sign location to the nearest property line of such district or use; halo-lit, externally lit, and non-illuminated signs permitted without restriction.

i. Cabinet signs produce the highest light bleed and glare of any commercial sign type. Within 200 feet of residential uses, they create direct nuisance, particularly at night. Permitting halo-lit, externally lit, and non-illuminated alternatives without restriction preserves full commercial identity flexibility while eliminating the specific sign type most harmful to residential adjacency.

F. All required canopy trees per UDO, within Savannah Oaks, shall be 100% Texas native species.

i. Native canopy trees are climate-adapted, require less irrigation and maintenance once established, support local pollinators and wildlife corridors, and have higher long-term survival rates in Central Texas conditions. Committing 100% native species creates a cohesive, regionally appropriate tree canopy that performs better and costs less to maintain over time.

G. All irrigated common areas, parks, medians, and greenbelt areas shall use smart irrigation controllers.

i. Smart controllers adjust watering schedules based on real-time weather and soil conditions, typically reducing outdoor water consumption by 20–50% compared to timer-based systems. In a region facing

increasing drought pressure and municipal water demand, this commitment reduces the project's long-term water footprint.

H. All Neighborhood Amenity Centers shall provide bicycle parking at 150% of the applicable non-residential minimum with fixed-frame racks integrated into entry design and located within 50 feet of an entrance.

i. Amenity centers are the highest-frequency destinations within a residential community. Exceeding the minimum by 50% and placing them within 50 feet of an entrance removes the practical barriers to cycling as a primary mode of getting to shared amenities. This is an active transportation infrastructure where it will actually be used.

Note: In the event of any conflict or inconsistency between the terms of Article 12 and any other provision of this PD, the terms of Article 12 shall govern and control in all respects

ARTICLE 13 — INFRASTRUCTURE AND MAINTENANCE

13.1 Public Infrastructure. Streets, water, sanitary sewer, stormwater mains, and utilities intended for public use shall be constructed to City standards and dedicated to the City.

13.2 Approved Street and Utility Cross-Sections - Approved Cross-Sections. To ensure consistency and clarity in the development of the Savannah Oaks Planned Development District, all streets and utilities shall be designed in conformance with the approved street and utility cross-sections contained herein and within the applicable exhibits of this Planned Development.

A. Superseding Standards. The approved street and utility cross-sections established by this Planned Development shall supersede the City of College Station Standard Specifications, Unified Development Ordinance requirements, and other applicable City Street design standards to the extent they differ. The intent of this provision is to provide certainty regarding the approved roadway and utility infrastructure standards applicable to Savannah Oaks and to protect the development from future modifications to City design standards adopted after approval of this Planned Development.

B. Shared Use Paths (SUP). Modifications from current City standards include, but are not limited to, the removal of bicycle lanes from thoroughfares in exchange for a ten (10) foot wide shared use path on each side of roadways classified as Minor Collector or higher. These shared use paths are intended to provide safe and efficient transportation facilities for pedestrians, cyclists, and other non-motorized users, while maintaining connectivity throughout the development and surrounding areas of the city. Permitted users of SUPs may include, but are not limited to: pedestrians, joggers, cyclists, skateboarders, in-line skaters, scooter riders, wheelchair and mobility-device users, and e-bikes (Class 1 and 2, as defined by Chapter 664 of the Texas Transportation Code). Low-speed motorized devices such as golf carts and neighborhood electric vehicles (NEVs) may be permitted on SUPs in accordance with applicable speed and weight restrictions.

C. Administrative Modifications. Minor modifications to approved street and utility cross-sections that do not materially alter the approved right-of-way width, pavement width, traffic capacity, utility capacity, or overall intent of the Planned Development may be approved administratively by the City Engineer without requiring an amendment to this Planned Development.

13.3 Private Infrastructure & HOA. Private amenities, internal private streets (if any), open-space maintenance areas, private stormwater BMPs, and landscaping in common areas shall be maintained by a mandatory home owners' association (HOA) or property owners' association (POA) unless otherwise noted.

13.4 Financial Assurances. City may require performance bonds, letters of credit, or other assurances for public improvements.

EXHIBIT G



ARTICLE 14 — ENGINEERING AND TECHNICAL REQUIREMENTS

14.1 All engineering, drainage, stormwater detention, water, and sanitary plans must meet State & City standards.

14.2 Utilities. New utilities shall be installed underground unless waived by the City. Overhead Utilities are allowed adjacent to existing overhead utility lines or on/along property boundaries. Coordination with utility providers required.

ARTICLE 15 — SIGNAGE GUIDELINES

15.1 Signage. The community will feature a coordinated signage program or Master Sign Program (MSP) as part of the master plan. The Developer may install permanent signs at some or all locations generally consistent with the Signage System Exhibit. Permanent signs need not be identical but shall share a complementary palette of materials, graphics, and styles that reinforce the community character. Wayfinding, marketing, and street/traffic signs shall likewise reflect the established character.

The Master Sign Programs (MSP) purpose is to ensure signage contributes to a cohesive district identity, pedestrian orientation, and legibility while minimizing visual clutter and protecting adjacent residential character. Monument signage is encouraged at major entries. No offsite signage of advertising is permitted.

These sign standards apply to all signs within the PD in addition to applicable City sign regulations. Where this PD is more specific or restrictive, these standards control. Where silent, City code applies.

A. Primary Community Entry Monument: A primary entry monument shall be constructed at the intersection of Savannah Oaks Boulevard and Highway 6 and designed as a landmark feature incorporating wall and tower elements. These hardscape elements shall comply with the following parameters:
    i. Wall Height – The wall height shall not exceed eighteen feet (18’).
    ii. Width – N/A
    iii. Tower Height– The tower height shall not exceed thirty-five feet (35’).
    iv. Setback – Hardscape elements will be set back from the Highway 6 right-of-way a minimum of fifteen feet (15’) and from the Savannah Oaks Boulevard right-of-way a minimum of ten feet (10’), and will be located as to not obstruct any Site Distance Triangles at any Public or Private Roadway Intersections.
    v. Font Size – Font size shall not exceed six feet (6’)

Note: Primary Community Entry Monument Signage Right: In addition to the primary monument, the Developer/owner reserves the right to install up to two (2) entry monument signs at each major PDD entrance fronting Hwy 6 N, subject to the PDD sign standards, approval of the Master Sign Program, and applicable City permits.

B. Secondary Community Entry Monuments: Secondary community monuments may be used at the intersection of any roadway entering or exiting Savannah Oaks that is shown on a thoroughfare plan and/or is equal to or greater than 60 feet in Right-of way width as shown on such plan. They will be smaller in scale and will be designed within the constraints outlined below.
   i. Height – The height of hardscape elements shall not exceed fifteen feet (15').
   ii. Width – N/A
   iii. Setback – Hardscape elements will be set back at these location's rights-of-way a minimum of ten feet (10') and from interior rights-of-way a minimum of ten feet (10'), and will be located as to not obstruct any Site Distance Triangles at any Public or Private Roadway Intersections.
   iv. Font Size – Font size will not exceed three feet (3').

C. Residential Neighborhood Identifiers: Hardscape and/or landscape elements may be used to identify smaller residential neighborhoods within the overall community. These elements may consist of blade walls, columns, retaining walls, sculptures, planters, fountains, or other hardscape and/or landscape elements. They may or may not include a name or graphics. Materials, graphics, and style will be complimentary to the overall community character. The permanent Residential Neighborhood Identifier may be supplemented with temporary marketing and/or wayfinding signs (defined below). They will be designed within the constraints outlined below.
   i. Height – The height of hardscape elements will not exceed eight feet (8').
   ii. Setback – Hardscape elements will be set back from interior rights-of-way a minimum of ten feet (10'), and will be located as to not obstruct any Site Distance Triangles at any Public or Private Roadway Intersections.
   iii. Font Size – Font size will not exceed one foot (1').

D. General Commercial (GC) Signage: Signs installed adjacent to non-residential uses by a third-party developer will comply with Savannah Oaks Commercial Guidelines in style and material and with the City of College Station ordinance in size and specifications.

E. Public Parks: The park system will include public parks and public trails. A sign standard incorporating the colors, materials, and style that fits within the overall community character will be designed and used throughout the public parks and trail system. The sign standard will be reviewed and approved by City Staff. In addition to the standard sign, "park identifiers" may also be incorporated into landscape or architectural elements of the park such as archways, seating or retaining walls, custom gates, sculptures, arbors, etc. The intent is to allow for creativity of design in order to form a unique personality for each park that fits within the overall community character. The standard signs and park identifiers will be designed within the constraints outlined below.
   i. Height – The height of hardscape elements will not exceed eight feet (8').
   ii. Width – N/A
   iii. Setback – Hardscape elements will be set back from interior rights-of-way a minimum of ten feet (10'), and will be located as to not obstruct any Site Distance Triangles at any Public or Private Roadway Intersections.
   iv. Font Size – Font size will not exceed one foot (1').

F. Private Amenity Identifiers: Savannah Oaks is planned to have a system of community amenities including parks, greenbelt trails, recreational facilities and open space. These community amenities may be identified with a signage system. These signs may be blade walls, columns, retaining walls, archways, etc. The signs will be designed within the constraints outlined below.

i. Height – The height of the hardscape elements will not exceed eight feet (8')

ii. Width – N/A

iii. Setback – Hardscape elements will be set back from interior rights-of-way a minimum of ten feet (10'), and will be located as to not obstruct any Site Distance Triangles at any Public or Private Roadway Intersections.

iv. Font Size – Font size will not exceed one foot (1').

G. Wayfinding and Marketing Signage: An active marketing program is planned for Savannah Oaks throughout the new home sales life of the community. A marketing and way-finding signage system will be an essential component of the marketing program. A marketing sign standard that incorporates the colors, materials, and style complimentary to the overall community character will be developed. Marketing and way-finding signs will not exceed sixty-four square feet (64 sf). All sides of the marketing sign will be painted or stained to provide a finished look. Prior to the installation of permanent primary and secondary community entrances, temporary marketing signs, not to exceed 100 square feet (100 sf), may be installed at proposed community entrances. Marketing signs may also be used on Highway 6 and internal streets of Savannah Oaks Boulevard, Pebble Creek Parkway, Southern Pointe Parkway and throughout residential streets to guide prospective homebuyers to available inventory and/or sales offices.

ARTICLE 16 — STORMWATER AND ENVIRONMENTAL

16.1 Stormwater/ Detention. Provide detention/retention facilities sized per City/regional criteria where applicable. Integrate Best Management Practices (BMPs) and Low Impact Development (LID) where feasible.

A. Savannah Oaks Planned Development (SOPD) reserves the right to utilize and drain stormwater into any designated parkland, open space, and/or floodplain areas as part of its overall stormwater management strategy, subject to all compliance and regulation, necessary engineering analysis and design and city review and approval.

16.2 Floodplain Mitigation. Floodplain mitigation may be appropriate in areas designated as Natural Areas if located inconspicuously and approved by the City Engineer.

A. Portions of the floodplain may be reclaimed for development as shown on the Conceptual Land Use Plan as Natural Preserve or Parkland or Development Areas. Such land development shall be in compliance with applicable City ordinances, supported by a flood study, and approved by the City Engineer.

ARTICLE 17 — COMPLIANCE, ENFORCEMENT, AND APPROVED MODIFICATIONS

17.1 Compliance. All permits, plats, site plans, and development activities within the Planned Development ("PD") shall comply with the standards, regulations, and provisions set forth in this Agreement, as well as all

applicable ordinances of the City of College Station, including the City of College Station Unified Development Ordinance, except as expressly modified herein.

Failure to comply with this PD or applicable City regulations may result in permit denial, stop-work orders, withholding of approvals, or other enforcement actions as authorized by the City.

17.2 Approved Planned Development Standards. The standards, requirements, and development regulations contained within this Planned Development ("PD") constitute approved modifications to the underlying zoning districts and applicable provisions of the City of College Station Unified Development Ordinance ("UDO"). To the extent of any conflict between this PD and the otherwise applicable provisions of the UDO or base zoning districts, the standards and requirements of this PD shall control.

ARTICLE 18 — EXHIBITS (Attached)

- Exhibit A: Legal Description: (Metes and Bounds / Survey Description) Overall
- Exhibit B: Concept Plan: Graphic plan showing boundaries, approximate land use areas, road network, major open-space features.
- Exhibit C: Proposed Zoning Map
- Exhibit D: Land Use Table: Detailed permitted, permitted with special use, and prohibited uses by base zoning district (GS, MF, GC)
- Exhibit E: Residential Development Standards Table
- Exhibit F: Conceptual Park & Trail Map
- Exhibit G: Typical Roadway/Street Cross Sections and Utility Corridors: Cross-sections for Minor arterials, Major and Minor collectors
- Exhibit H: Community Benefits

ARTICLE 19— TRANSITION PROVISIONS AND EFFECT

19.1 Existing Approvals. Existing valid development approvals remain in force only to the extent consistent with this PD; conflicting entitlements superseded.

19.2 Effective Date. This ordinance takes effect upon approval by City Council and recordation of approval documents and exhibits.

METES AND BOUNDS DESCRIPTION
FOR

A 1266.691 acre, or 55,177,066 square feet more or less, tract of land situated in the S.W. Roberson Survey, Abstract No. 202 and the S.D. Smith Survey, Abstract No. 210, both of Brazos County, Texas, out of the remaining portion of the 1282.09 acre tract described in Deed to Animate Habitat, Ltd. in Volume 5463, Page 208 in the Official Records of Brazos County, Texas, in the City of College Station, Brazos County, Texas. Said 1266.691 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At ½" iron rod found on the northeast right-of-way line of State Highway 6, a variable width public right-of-way, the southwest line of said 1282.09 acre tract, for the southwest corner of Lot 1, Block 1, Animate Habitat, Phase 1 recorded in Volume 8255, Page 283 in said Official Records and the most westerly northwest corner of this tract;

THENCE: Departing the northeast right-of-way line of said State Highway 6 and the southwest line of said 1282.09 acre tract, with said Lot 1, the following bearings and distance:

North 86°27'35" East, a distance of 201.72 feet to a corner of said Lot 1 (unable to set monument), for a corner of this tract;

South 03°31'27" East, a distance of 10.00 feet to an iron rod with cap marked "RPLS 4502" found for a corner of said Lot 1;

North 86°07'01" East, a distance of 954.40 feet to an iron rod with cap marked "RPLS 4502" found for a corner of said Lot 1;

North 54°46'44" East, a distance of 71.70 feet to an iron rod with cap marked "RPLS 4502" found for a corner of said Lot 1;

North 02°50'57" West, a distance of 141.35 feet to an iron rod with cap marked "RPLS 4502" found on the south line of the 50.00 acre tract described in Deed to Pebble Creek Development Co. recorded in Volume 1600, Page 313 in said Official Records and a north line of said 1282.09 acre tract, for the northeast corner of said Lot 1, from which an iron rod with cap marked "RPLS 4502" found on the northwest right-of-way line of said State Highway 6, for the northwest corner of said Lot 1 and the southwest corner of said 50.00 acre tract bears South 86°27'56" West, a distance of 1348.78 feet;

THENCE: North 86°27'56" East, with the south line of said 50.00 acre tract and the north line of said 1282.09 acre tract, at a distance of 758.00 feet passing a ½" iron rod found on line for the southeast corner of said 50.00 acre tract and the southwest corner of the 505.19 acre tract described in Deed to Pebble Creek Development Company recorded in Volume 1671, Page 276 in said Official Records, continuing with the south line of said 505.19 acre tract and the north line of said 1282.09 acre tract, a total distance of 1853.75 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for the southeast corner of said 505.19 acre tract, an inner ell corner of said 1282.09 acre tract and this tract;

THENCE: North 03°38'30" West, with the east line of said 505.19 acre tract and a west line of said 1282.09 acre tract, a distance of 1142.27 feet to an iron rod with an illegible cap found for the south corner of the 10.955 acre tract described in Deed to Pebble Creek Development Company recorded in Volume 6628, Page 60 in said Official Records and a corner of this tract;

THENCE: Departing the east line of said 505.19 acre tract and the west line of said 1282.09 acre tract, with said 10.955 acre tract the following bearings and distances:

North 36°01'11" East, a distance of 235.14 feet to an iron rod with cap marked "RPLS 5650" found for a corner of said 10.955 acre tract;

North 44°03'15" East, a distance of 477.78 feet to an iron rod with cap marked "RPLS 5650" found for a corner of said 10.955 acre tract;

North 07°09'17" West, a distance of 166.13 feet to an ½" iron rod found for a corner of said 10.955 acre tract;

North 39°06'51" East, a distance of 437.49 feet to an iron rod with cap marked "McClure" found for a corner of said 10.955 acre tract, a corner of Lot 24, Block 46, Pebble Creek Phase 9-F recorded in Volume 8369, Page 133 in said Official Records and a corner of this tract;

THENCE: North 51°38'03" East, with the southeast line of Block 46 of said Pebble Creek Phase 9-F and the southeast line of Block 46, Pebble Creek Phase 9-D recorded in Volume 7655, Page 245 in said Official Records, a distance of 877.34 feet to an ½" iron rod with a yellow cap marked "Pape-Dawson" set for the east corner of Lot 49, Block 46 of said Pebble Creek Phase 9-D, the south corner of Lot 60 of said Block 46 of said Pebble Creek Phase 9-D and a corner of this tract;

THENCE: North 48°41'44" East, with the southeast line of said Lot 60 and the southeast line of Lot 61 of Block 46, of said Pebble Creek Phase 9-D, a distance of 343.70 feet to an iron rod with cap marked "RPLS 5650" found for the east corner of said Lot 61;

THENCE: North 39°33'17" West, with the northeast line of said Block 46 of said Pebble Creek Phase 9D, a distance of 358.43 feet to an iron rod with cap marked “RPLS 5650” found for the southwest corner of the 27.29 acre tract described in Deed to The City of College Station recorded in Volume 1029, Page 13 in the Deed Records of Brazos County, Texas, a corner of said 1282.09 acre tract and the most northerly northwest corner of this tract;

THENCE: North 86°48'54" East, with the south line of said 27.29 acre tract and the north line of said 1282.09 acre tract, at a distance of 100.50 feet passing an ½” iron rod found for the southeast corner of said 27.29 acre tract and the southwest corner of the 1265.370 acre tract described in Deed to The City of College Station recorded in Volume 488, Page 756 in said Official Records, continuing with the south line of said 1265.370 acre tract and the north line of said 1282.09 acre tract, at a distance of 7320.25 feet passing an ½” iron rod found on line, continuing a total distance of 7325.95 feet to an ½” iron rod with a yellow cap marked “Pape-Dawson” set on the west line of Tract J-1, Cowart Subdivision recorded in Volume 300, Page 299 in said Deed Records, for the northeast corner of this tract, from which a ½” iron rod found on the south right-of-way line of Bryan-Sulphur Springs Road, for the northwest corner of said Cowart Subdivision bears North 03°11’24” West, a distance of 4168.93 feet;

THENCE: South 03°11'24" East, with the west line of said Cowart Subdivision, at a distance of 499.68 feet passing an iron rod with cap marked “RPLS 2003” found on line for the southwest corner of said Tract J-1 and the northwest corner of Tract G-2 of said Cowart Subdivision, at a distance of 1255.79 feet passing an iron rod with a cap marked “RPLS 2003” found online for the southwest corner of said Tract G-2 and the northwest corner of Tract G-1, of said Cowart Subdivision, continuing a total distance of 3100.01 feet to a ½” iron rod found for the southwest corner of said Tract G-1, an inner ell corner of said 1282.09 acre tract and this tract;

THENCE: North 86°54'48" East, with the south line of said Tract G-1 and a north line of said 1282.09 acre tract, a distance of 451.66 feet to an iron rod with cap marked “RPLS 4502” on the west line of Tract F-1 of said Cowart Subdivision, for an outer ell corner of said 1282.09 acre tract and this tract;

THENCE: South 02°38'27" East, with the west line of said Cowart Subdivision and the east line of said 1282.09 acre tract, a distance of 2243.89 feet to an iron rod with an illegible cap found for the southwest corner of Tract B-1 of said Cowart Subdivision, the northwest corner of the 1.84 acre tract described in Deed to Stephen B. Naegeli and Lori A. Naegeli recorded in Volume 18713, Page 228 in the Official Public Records of Brazos County and a corner of this tract;

THENCE: South 03°18'42" East, with the west line of said 1.84 acre tract, a distance of 254.58 feet to an ½” iron rod found for the southwest corner of said 1.84 acre tract and the most westerly northwest corner of the 8.50 acre tract designated as Tract Two in Deed to Keith E. Ralph, et ux recorded in Volume 18023, Page 42 in said Official Public Records and a corner of this tract;

THENCE: South 03°13'05" East, with the west line of said 8.50 acre tract, a distance of 384.41 feet to an iron rod with a yellow cap (no stamp) found for a corner of said 8.50 acre tract, the northeast corner of the 5.802 acre tract described in Deed to Gregory G. Guercio and Jeremy Paul Guercio recorded in Volume 13163, Page 50 in said Official Records, the southeast corner of said 1282.09 acre tract and the southeast corner of this tract;

THENCE: South 86°32'14" West, with the north line of said 5.802 acre tract, the north line of the 6.317 acre tract designated as Tract Two, the north line of said 6.004 acre tract designated as Tract One both in Deed to Mark Neil Robinson, et ux recorded in Volume 824, Page 44 in said Official Records, the north line of the 6.004 acre tract described in Deed to Jason LaFollette, et ux recorded in Volume 2929, Page 179 in said Official Records, the north line of the 5.999 acre tract listed in Deed to Deborah Ann Moore recorded in Volume 14452, Page 290 in said Official Public Records and further described in Volume 2934, Page 24 in said Official Records, the north line of the 6.116 acre tract described in Deed to Gerald R. Bonneau, Jr., et ux recorded in Volume 3592, Page 198 in said Official Public Records and a south line of said 1282.09 acre tract, a distance of 1986.61 feet to a iron rod with cap marked “Carlomagno” found for the northwest corner of said 6.116 acre tract, the northeast corner of Lot 29A, Peach Creek Estates recorded in Volume 4730, Page 243 in said Official Records, a corner of said 1282.09 acre tract;

THENCE: South 59°17'52" West, with the northwest line of said Lot 29A, the northwest line of Lot 29B of said Peach Creek Estates and a southeast line of said 1282.09 acre tract, a distance of 897.33 feet to a ½” iron rod found for a corner of said 1282.09 acre tract and a corner of this tract;

THENCE: South 49°30'10" West, a distance of 207.06 feet to a ½” iron rod found on the northeast line of Southern Pointe Subdivision Section 106 recorded in Volume 18712, Page 184 in said Official Public Records, for the west corner of the 2.92 acre tract described in Deed to Ashraf Lakhani recorded in Volume 8902, Page 256 in said Official Records;

THENCE: North 39°32'44" West, with the northeast line of said Southern Pointe Subdivision Section 106, at a distance of 725.04 feet passing an iron rod with cap marked “Jones and Carter” found on line for the north corner of said Southern Pointe Subdivision Section 106, continuing with the northeast line of the 374.89 acre tract, described in Deed to Phillips 3 Land Holdings LLC recorded in Volume 17376, Page 228 in said Official Public Records, a total distance of 3381.25 feet to a ½” iron rod found for the north corner of said 374.89 acre tract, an inner ell corner of said 1282.09 acre and this tract;

THENCE: South 48°41'54" West, with a northwest line of said 374.89 acre tract and a southeast line of said 1282.09 acre tract, a distance of 2373.01 feet to a ½” iron rod found for a corner of said 1282.09 acre tract and this tract;

THENCE: South 55°06'27" West, continuing with a northwest line of said 374.89 acre tract and the southeast line of said 1282.09 acre tract, at a distance of 1721.84 feet passing a ½" iron rod found on line for the west corner of said 374.89 acre tract, continuing with the northwest line of the 78.63 acre tract described in Deed to Southern Pointe, LLC recorded in Volume 15059, Page 192 in said Official Public Records and the southeast line of said 1282.09 acre tract, a distance of 3262.43 feet to the northeast right-of-way line of said State Highway 6, at the southwest corner of said 1282.09 acre tract and the southwest corner of this tract, from which a ½" iron rod bears South 55°06'27" West, a distance of 1.06 feet;

THENCE: With the northeast right-of-way line of said State Highway 6 and the southwest line of said 1282.09 acre tract, the following bearings and distances:

North 47°33'01" West, a distance of 209.31 feet to a Texas Department of Transportation Type I monument found for a corner of said 1282.09 acre tract and this tract;

North 42°29'08" West, a distance of 482.10 feet to a corner of said 1282.09 acre tract and this tract, from which a Texas Department of Transportation Type I monument found bears South 62°08'03" East, a distance of 0.39 feet;

North 40°09'49" West, a distance of 500.00 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for a corner of said 1282.09 acre tract and this tract;

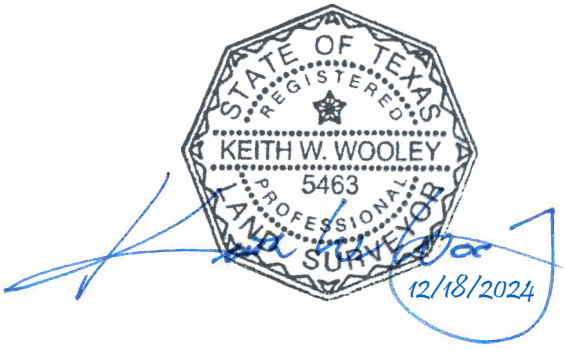
North 26°07'39" West, a distance of 206.20 feet to a corner of said 1282.09 acre tract and this tract, from which a Texas Department of Transportation Type I monument found bears North 52°26'02" East, a distance of 0.43 feet;

North 40°09'49" West, a distance of 700.00 feet to a Texas Department of Transportation Type I monument found for a corner of said 1282.09 acre tract and this tract;

North 48°41'40" West, a distance of 202.20 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for a corner of said 1282.09 acre tract and this tract;

North 40°09'49" West, a distance of 2301.90 feet to the POINT OF BEGINNING and containing 1266.691 acres in the City of College Station, Brazos County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 30099-00 by Pape-Dawson Engineers.

PREPARED BY: Pape-Dawson Engineers
Texas Registered Survey Firm # 10028800
DATE: December 18, 2024
JOB NO. 30099-00
DOC. ID. N:\CIVIL\30099-00\Word\30099-00 FN.docx

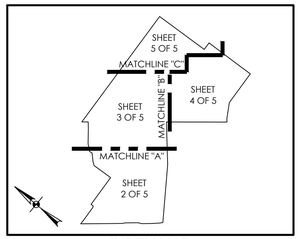


OWNER & DEVELOPER:

BRANTLEY GWIN
BY: SILVERFIN LAND DEVELOPMENT, LLC
409 S. CARANCAHUA ST.
CORPUS CHRISTI, TEXAS 78401
OFFICE: (361) 806-2132

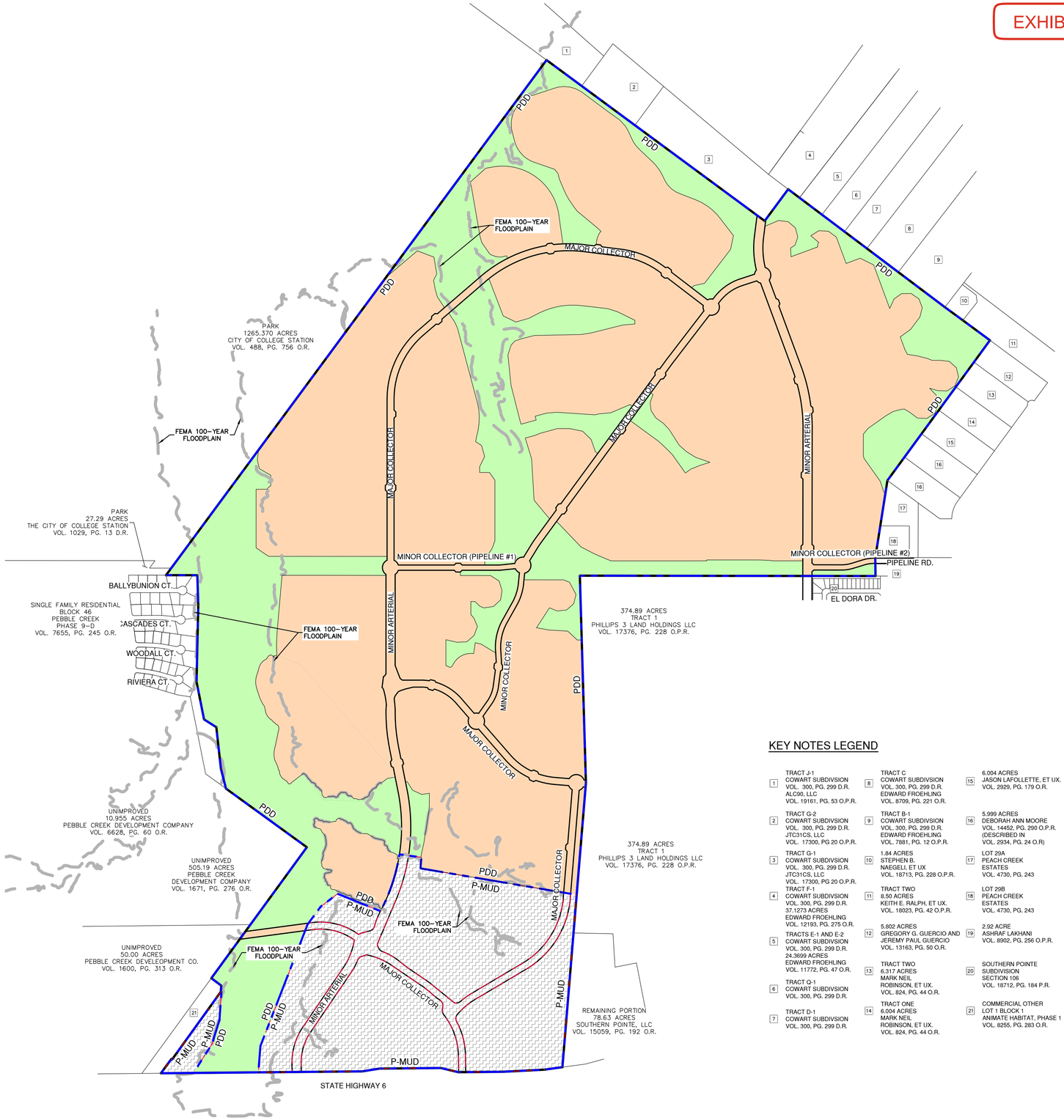
ENGINEER & DESIGNER:

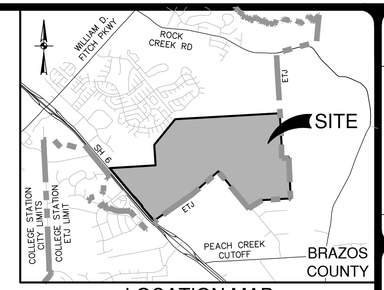
PAPE-DAWSON CONSULTING ENGINEERS, LLC.
1672 INDEPENDENCE DR SUITE 102
NEW BRAUNFELS, TEXAS 78132
OFFICE: (830) 632-5633



INDEX MAP
SCALE: 1"= 1000'

EXHIBIT B





LOCATION MAP
NOT-TO-SCALE

SCALE: 1"= 600'
0' 600' 1,200' 1,800'

LAYOUT IS SCHEMATIC AND SUBJECT TO CHANGE

LAST UPDATED: 7/31/2026

A 1266.691 acre tract of land situated in the S.W. Roberson Survey, Abstract No. 202 and the S.D. Smith Survey, Abstract No. 210, both of Brazos County, Texas, out of the remaining portion of the 1282.09 acre tract described in Deed to Animate Habitat, Ltd. in Volume 5463, Page 208 in the Official Records of Brazos County, Texas, in the City of College Station, Brazos County, Texas. Said 1266.691 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00.

PD CONCEPT PLAN NOTES:

GENERAL:

1. OPEN SPACE AREAS INCLUDE PARKLAND DEDICATION, PRIVATE DETENTION AND STORMWATER CONVEYANCE, AND HOA FACILITIES.
2. PDD = BASE ZONING OF GENERAL SUBURBAN (GS), NAP, P-MUD = BASE ZONING OF GENERAL COMMERCIAL (GC), MULTIFAMILY (MF), NAP
3. BUFFER TO BE PROVIDED IN ACCORDANCE WITH SAVANNAH OAKS PLANNING DEVELOPMENT DOCUMENTS.
4. THE PROPOSED DEVELOPMENT WILL IMPLEMENT A COMPREHENSIVE DRAINAGE SYSTEM DESIGNED TO MANAGE STORMWATER ONSITE IN ACCORDANCE WITH CITY OF COLLEGE STATION STANDARDS, MINIMIZING RUNOFF IMPACTS TO ADJACENT PROPERTIES AND NATURAL WATERWAYS, AND INTEGRATING DETENTION, RETENTION, AND GREEN INFRASTRUCTURE FEATURES WHERE APPROPRIATE TO PROTECT WATER QUALITY AND SUPPORT SUSTAINABLE SITE DEVELOPMENT.
5. FLOODPLAIN BOUNDARIES ARE SUBJECT TO UPDATE IN ACCORDANCE TO REQUIRED FLOOD STUDY TO BE SUBMITTED WITH THE PRELIMINARY PLAN.
6. P-MUD AREA TO BE SUBMITTED UNDER FUTURE CONCEPT PLAN AMENDMENTS.

KEY NOTES LEGEND

1. TRACT J-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R. ALC90, LLC VOL. 19161, PG. 53 O.P.R.
2. TRACT G-2 COWART SUBDIVISION VOL. 300, PG. 299 D.R. JTC31CS, LLC VOL. 17300, PG 20 O.P.R.
3. TRACT G-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R. JTC31CS, LLC VOL. 17300, PG 20 O.P.R.
4. TRACT F-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R. 37.1273 ACRES EDWARD FROEHLING VOL. 12193, PG. 275 O.R.
5. TRACTS E-1 AND E-2 COWART SUBDIVISION VOL. 300, PG. 299 D.R. 24.3699 ACRES EDWARD FROEHLING VOL. 11772, PG. 47 O.R.
6. TRACT Q-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R.
7. TRACT D-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R.
8. TRACT C COWART SUBDIVISION VOL. 300, PG. 299 D.R. EDWARD FROEHLING VOL. 8709, PG. 221 O.R.
9. TRACT B-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R. EDWARD FROEHLING VOL. 7881, PG. 12 O.P.R.
10. 1.84 ACRES STEPHEN B. NAEGELI, ET UX VOL. 18713, PG. 228 O.P.R.
11. TRACT TWO 8.50 ACRES KEITH E. RALPH, ET UX. VOL. 18023, PG. 42 O.P.R.
12. 5.802 ACRES GREGORY G. GUERCIO AND JEREMY PAUL GUERCIO VOL. 13163, PG. 50 O.R.
13. TRACT TWO 6.317 ACRES MARK NEIL ROBINSON, ET UX. VOL. 824, PG. 44 O.R.
14. TRACT ONE 6.004 ACRES MARK NEIL ROBINSON, ET UX. VOL. 824, PG. 44 O.R.
15. 6.004 ACRES JASON LAFOLLETTE, ET UX. VOL. 2929, PG. 179 O.R.
16. 5.999 ACRES DEBORAH ANN MOORE VOL. 14452, PG. 290 O.P.R. (DESCRIBED IN VOL. 2934, PG. 24 O.R)
17. LOT 29A PEACH CREEK ESTATES VOL. 4730, PG. 243
18. LOT 29B PEACH CREEK ESTATES VOL. 4730, PG. 243
19. 2.92 ACRE ASHRAF LAKHANI VOL. 8902, PG. 256 O.P.R.
20. SOUTHERN POINTE SUBDIVISION SECTION 106 VOL. 18712, PG. 184 P.R.
21. COMMERCIAL OTHER LOT 1 BLOCK 1 ANIMATE HABITAT, PHASE 1 VOL. 8255, PG. 283 O.R.

LEGEND

ZONING LINE

TABLE #1: LAND USE SUMMARY

COLOR LEGEND	CATEGORY	ACREAGE	PERCENTAGE OF TOTAL AREA
	OPEN SPACE	285.36	22.53%
	PDD	818.74	64.64%
	P-MUD	162.59	12.84%
	TOTAL	**1266.69**	**100.0%**

NO.	REVISION	DATE

PAPE-DAWSON
1672 INDEPENDENCE DR. STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

SAVANNAH OAKS
COLLEGE STATION, TEXAS

CONCEPT PLAN

PLAT NO.
JOB NO. 30099-00
DATE JULY 2026
DESIGNER HF
CHECKED CT DRAWN BH
SHEET 1 OF 5

Date: July 20, 2026, 2:47 PM - User ID: bhurkett
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THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL. AERIAL IMAGERY PROVIDED BY GOOGLE© UNLESS OTHERWISE NOTED. Imagery © 2016,CAPCOG,Digital Globe,Texas Orthoimagery Program, USDA Farm Service Agency.

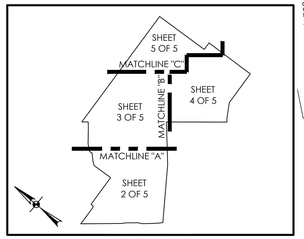
MATCHLINE "A" - SEE SHEET 3 OF 5

OWNER & DEVELOPER:

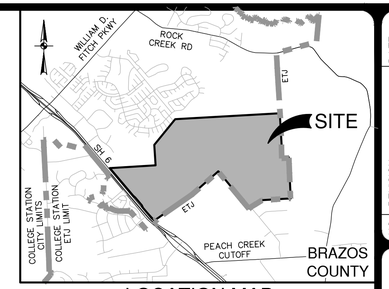
BRANTLEY GWIN
BY: SILVERFIN LAND DEVELOPMENT, LLC
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OFFICE: (361) 806-2132

ENGINEER & DESIGNER:

PAPE-DAWSON CONSULTING ENGINEERS, LLC.
1672 INDEPENDENCE DR SUITE 102
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OFFICE: (830) 632-5633



INDEX MAP
SCALE: 1"= 1000'



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NOT-TO-SCALE

SCALE: 1"= 600'
0' 600' 1,200' 1,800'

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LEGEND

ZONING LINE

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NO.	REVISION	DATE

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1672 INDEPENDENCE DR. STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

SAVANNAH OAKS
COLLEGE STATION, TEXAS
CONCEPT PLAN

PLAT NO.
JOB NO. 30099-00
DATE JULY 2026
DESIGNER HF
CHECKED CT DRAWN BH
SHEET 2 OF 5

Date: July 20, 2026, 2:47 PM — User ID: bhurkett
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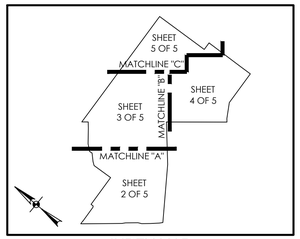
MATCHLINE "C" - SEE SHEET 5 OF 5

OWNER & DEVELOPER:

BRANTLEY GWIN
BY: SILVERFIN LAND DEVELOPMENT, LLC
409 S. CARANCAHUA ST.
CORPUS CHRISTI, TEXAS 78401
OFFICE: (361) 806-2132

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PAPE-DAWSON CONSULTING ENGINEERS, LLC.
1672 INDEPENDENCE DR SUITE 102
NEW BRAUNFELS, TEXAS 78132
OFFICE: (830) 632-5633



INDEX MAP
SCALE: 1"= 1000'

PARK
1265.370 ACRES
CITY OF COLLEGE STATION
VOL. 488, PG. 756 O.R.

N89°48'57"E 7325.05'

MAJOR COLLECTOR

MAJOR COLLECTOR

MINOR COLLECTOR (PIPELINE #1)

MINOR ARTERIAL

MINOR COLLECTOR

MAJOR COLLECTOR

PARK
27.29 ACRES
THE CITY OF COLLEGE STATION
VOL. 1029, PG. 13 D.R.

N89°38'17"W 358.43'

BALLYBUNION CT.

N48°41'44"E 50.00'

SINGLE FAMILY RESIDENTIAL
BLOCK 46
PEBBLE CREEK
PHASE 9-D
VOL. 7655, PG. 245 O.R.

CASCADES CT.

N51°38'03"E 274.24'

WOODALL CT.

SINGLE FAMILY RESIDENTIAL
BLOCK 46
PEBBLE CREEK
PHASE 9-F
VOL. 8369, PG. 133 O.P.R.

RIVIERA CT.

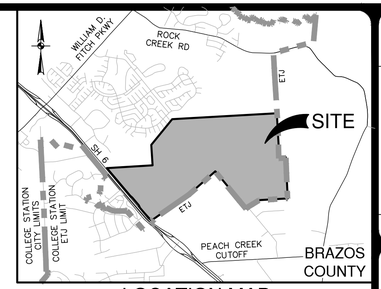
N38°05'15"E 457.49'

374.89 ACRES
TRACT 1
PHILLIPS 3 LAND HOLDINGS, LLC
VOL. 13376, PG. 228 O.P.R.

S48°41'54"W 2373.01'

MATCHLINE "B" - SEE SHEET 4 OF 5

MATCHLINE "A" - SEE SHEET 2 OF 5



LOCATION MAP
NOT-TO-SCALE

SCALE: 1"= 600'
0' 600' 1,200' 1,800'

LAYOUT IS SCHEMATIC AND SUBJECT TO CHANGE

LAST UPDATED: 7/31/2026

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TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

SAVANNAH OAKS
COLLEGE STATION, TEXAS
CONCEPT PLAN

PLAT NO.
JOB NO. 30099-00
DATE JULY 2026
DESIGNER HF
CHECKED CT DRAWN BH
SHEET 3 OF 5

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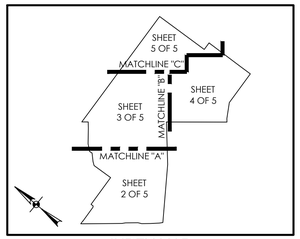
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INDEX MAP
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MATCHLINE "C" - SEE SHEET 5 OF 5

MATCHLINE "C" SEE SHEET 5 OF 5

MATCHLINE "B" - SEE SHEET 3 OF 5

MATCHLINE "A" - SEE SHEET 2 OF 5

MAJOR COLLECTOR

MAJOR COLLECTOR

MINOR ARTERIAL

MINOR COLLECTOR (PIPELINE #2)

PIPELINE RD. (R.O.W. VARIES)

EL DORA DR.

TRACT D-1
COWART SUBDIVISION
VOL. 300, PG. 299 D.R.

TRACT C
COWART SUBDIVISION
VOL. 300,
PG. 299 D.R.

EDWARD FROEHLING
VOL. 8709,
PG. 221 O.R.

TRACT B-1
COWART SUBDIVISION
VOL. 300,
PG. 299 D.R.

EDWARD FROEHLING
VOL. 7881,
PG. 12 O.P.R.

S2°38'27"E 2243.89'

1.84 ACRES
STEPHEN B. NAEGELI, ET UX
VOL. 18713,
PG. 228 O.P.R.

S3°16'42"E 294.58'

S3°13'05"E 384.41'

TRACT TWO
8.50 ACRES
KEITH E. RALPH, ET UX.
VOL. 18023, PG. 42 O.P.R.

5.802 ACRES
GREGORY G. QUERECO AND JEREMY G. QUERECO
VOL. 13162, PG. 50 O.R.

TRACT TWO
6.37 ACRES
MARK NEIL ROBINSON, ET UX.
VOL. 824, PG. 44 O.R.

TRACT ONE
6.004 ACRES
MARK NEIL ROBINSON, ET UX.
VOL. 824, PG. 44 O.R.

S85°32'14"W 1395.61'

6.004 ACRES
JASON LAFOLLETTE, ET UX.
VOL. 2929, PG. 179 O.R.

5.999 ACRES
DEBORAH ANN MOORE
VOL. 1452, PG. 280 O.P.R.
(DESCRIBED IN VOL. 2934, PG. 24 O.R.)

6.116 ACRES
GERALD R. BONNEAU, JR., ET UX
VOL. 3592,
PG. 198 O.R.

LOT 29A
PEACH CREEK ESTATES
VOL. 4730,
PG. 243

S39°17'26"W 697.33'

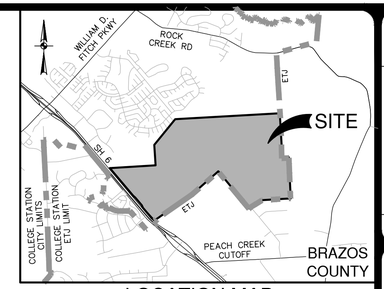
LOT 29B
PEACH CREEK ESTATES
VOL. 4730, PG. 243

2.92 ACRE
ASHRAF LAKHANI
VOL. 8902, PG. 256 O.P.R.

SOUTHERN POINTE SUBDIVISION
SECTION 106
VOL. 18712, PG. 184 P.R.

N39°32'44"W 3381.25'

374.89 ACRES
TRACT 1
PHILLIPS 3 LAND HOLDINGS LLC
VOL. 17376, PG. 228 O.P.R.



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TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

SAVANNAH OAKS
COLLEGE STATION, TEXAS

CONCEPT PLAN

PLAT NO.
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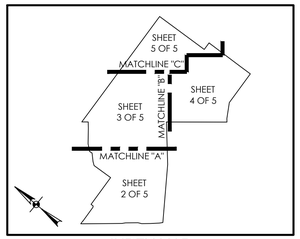
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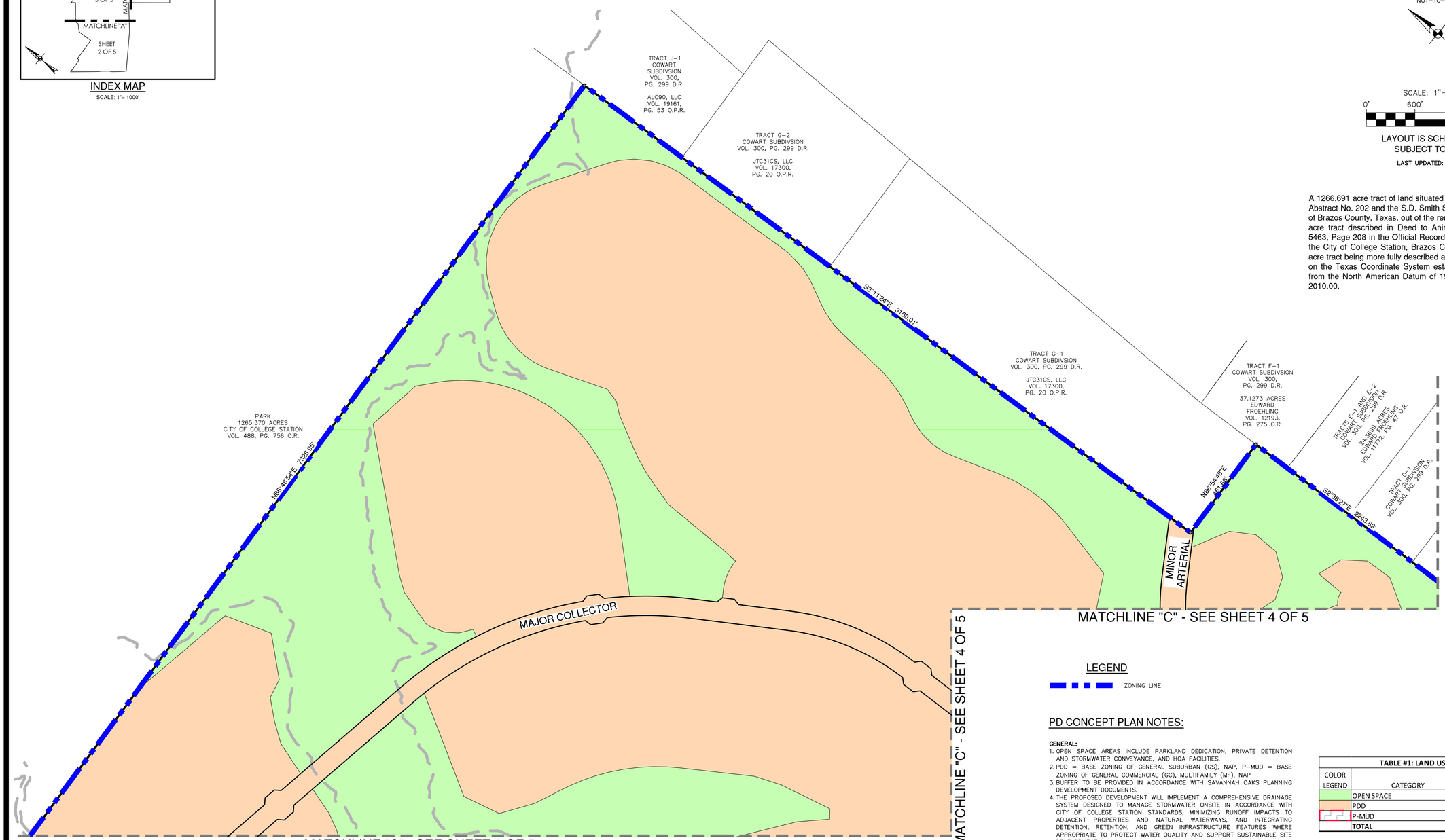
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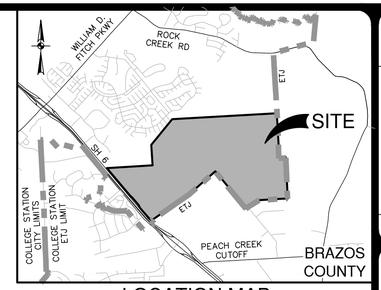
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INDEX MAP
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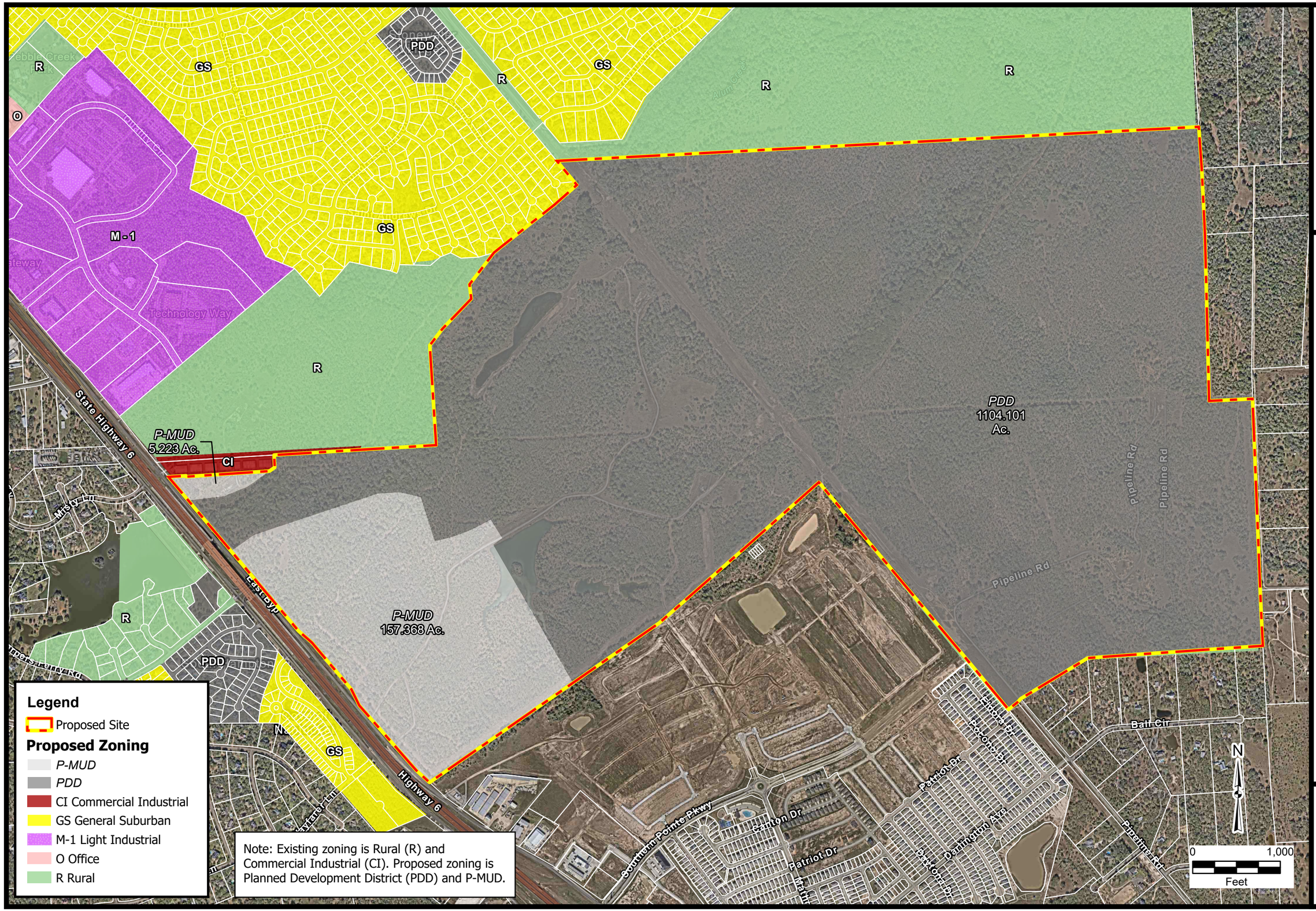
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SAVANNAH OAKS
COLLEGE STATION, TEXAS
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SAVANNAH OAKS
PROPOSED ZONING EXHIBIT
COLLEGE STATION, TEXAS

JOB NO.	30099-00
DATE	Jun 2026
DESIGNER	HF
DRAWN	AC
CHECKED	CT
SHEET	1.0

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Date: Jun 10, 2026 1:28 PM User: acole
File: O:\Users\ACole\Exhibits\CTran\260311_SavannahOaks_Zoning\SavannahOaks.aprx Layout: SavannahOaks_ProposedZoning_11x17L Map: CStat_ProposedZoning

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EXHIBIT "D" (Savannah Oaks Planned Development Land Use Table)					
Savannah Oaks PD Specific Uses Table					
Zoning	**PDD**		**P-MUD****		
Specific Uses (Base Zoning)	**General Suburban (GS)**	**NAP**	**Multifamily (MF)**	**General Commercial (GC)**	**NAP**
Key: P = Permitted by Right, **P*** = Permitted Subject to Specific Use Standards, ****** = District with Supplemental Standards (refer to Standards outlined in the PD and/or Article 5 CS UDO)					
Single-Family Residential					
Residential/ Neighborhood Amenity Area	**P**	**P***			**P***
Residential Sales Office/Model Home	**P**		**P**		
Single-Family Detached	**P**				
Single-Unit Dwelling			**P**		
Multi-Family Residential					
Assisted Living/Residential Care Facility			**P**	**P**	
Extended Care Facility/Convalescent Nursing Home			**P**	**P**	
Multi-Family			**P**		
Patio Homes	**P**		**P**		
Townhouse	**P***		**P**		
Civic & Institutional					
Educational Facility, College and University	**P**			**P**	
Educational Facility, Primary and Secondary	**P**		**P**	**P**	
Government Facilities	**P***	**P***	**P***	**P**	**P***
Health Care, Hospitals				**P**	
Health Care, Medical Clinics				**P**	
Parks	**P**	**P**	**P**	**P**	**P**
Places of Worship	**P***		**P***	**P**	
Office					
Office				**P**	
Radio/TV Station/Studio				**P**	
Retail					
Art Studio/Gallery				**P**	
Car Wash				**P***	
Commercial Amusement				**P***	
Commercial Garden, Greenhouse, or Landscape Maintenance				**P***	
Conference/Convention Center				**P**	
Country Club	**P**			**P**	
Day Care, Commercial				**P**	
Drive-In/Thru				**P**	
Fuel Sales				**P***	
Golf Course or Driving Range				**P***	
Health Club/Sports Facility, Indoor				**P**	
Health Club/Sports Facility, Outdoor				**P**	
Hotel				**P**	
Personal Service Shop				**P**	
Printing/Copy Shop				**P**	
Restaurant				**P**	
Retail Sales - Single Tenant over 50,000 SF				**P**	
Retail Sales and Service				**P***	
Retail Sales and Service Alcohol				**P***	
Shooting Range, Indoor				**P**	
Theater				**P**	

Other					
Animal Care Facility, Indoor				P	
Industrial, Light				P*	
Micro-Industrial				P*	
Mixed-Use Structure			P		
Open Space	P	P	P	P	P
Parking as Primary Use				P	
Resort and Resort Amenities	P*		P*	P*	
Storage, Self Service				P	
Vehicular Sales, Rental, Repair, and Service				P*	
Wholesale/Services				P*	
Utility	P*	P*	P*	P*	P*
Prohibited Uses					
Adult entertainment and sexually oriented businesses					
Barns or stables for private stock					
Bed and breakfast establishments					
Boarding and rooming houses					
Child care facilities (Class B)					
Courtyard houses					
Credit access businesses					
Dormitories					
Farm or pasturage uses					
Farm product processing					
Fraternal lodges					
Fraternities and sororities					
Funeral homes					
Heavy industrial operations					
Large recycling facilities					
Live-work units					
Manufactured homes					
Medium and small multiplexes					
Outdoor animal care facilities					
Outdoor storage of equipment or materials					
Recreational vehicle parks					
Retail sales for manufactured homes					
Salvage yards					
Scientific testing or research laboratories					
Shared housing					
Storage tanks or cold storage plants					
Tattoo studios					
Truck stops and freight/trucking terminals					
Warehousing and distribution facilities					
Waste services					

Notes:

(a) Any land use not expressly listed in the Savannah Oaks Land Use Table shall be regulated in accordance with the City of College Station Unified Development Ordinance Section 6.4 Specified Use Standards Table.

(b) Items marked with a "P*" indicator are subject to specific use standards. Most specific use standards are established in Section 6.4 of the College Station UDO. For uses not specifically addressed within the UDO, additional use standards are provided below:

Industrial, Light

1. Industrial, Light uses shall be limited to operations conducted entirely within an enclosed building and shall not create external impacts including noise, vibration, smoke, dust, odor, glare, or other nuisances detectable beyond the property line.

2. Permitted activities include assembly, fabrication, processing, packaging, or storage of goods and materials, provided such activities are low intensity in nature and do not involve heavy manufacturing or large-scale industrial operations.
3. No outdoor storage, outdoor processing, or outdoor industrial activity shall be permitted.
4. Truck traffic shall be limited to light delivery vehicles and occasional freight deliveries. Regular heavy truck traffic or distribution hub operations shall not be permitted.
5. All loading, service, and operational areas shall be screened from public rights-of-way and adjacent residential uses in accordance with Article 7, General Development Standards.
6. Uses involving hazardous materials, excessive noise, or high-impact industrial processes, including but not limited to chemical manufacturing, metal smelting, or bulk material processing, shall not be permitted.

Resort and Resort Amenities

1. Resort uses shall include lodging facilities and associated amenities designed to serve guests and visitors, including but not limited to recreational, dining, and retail uses.
2. Resort amenities may include pools, lazy rivers, water features, fitness facilities, courts (including pickleball or tennis), spas, and similar recreational facilities.
3. Accessory uses such as cafes, restaurants, retail shops, and personal services shall be permitted, provided such uses are intended primarily to serve resort guests and are integrated into the overall resort development.
4. All resort activities and amenities shall be designed and operated to minimize impacts on adjacent properties, including noise, lighting, and traffic.
5. Outdoor recreation and activity areas shall comply with applicable buffering and screening requirements in accordance with Article 7, General Development Standards.
6. Setbacks. Where Resort and Resort Amenities uses are developed within the GS General Suburban area, setbacks shall follow the Suburban Commercial Guidelines of the UDO where applicable, except as otherwise modified herein. Where Resort and Resort Amenities uses are developed within the GC General Commercial area, setbacks shall follow the General Commercial Guidelines of the UDO.
7. Building Height. Notwithstanding the thirty-five (35) foot maximum building height otherwise applicable to Suburban Commercial development under the UDO, Resort and Resort Amenities structures within the GS General Suburban area shall be permitted a maximum building height of fifty (50) feet. Resort and Resort Amenities structures developed within the GC General Commercial area shall comply with the building height standards applicable under the General Commercial Guidelines of the UDO.
8. Parking. Off-street parking for Resort and Resort Amenities uses shall be provided in accordance with the UDO's parking standards for "Hotel/Motel", provided that shared parking among resort accessory uses (e.g., dining, retail, recreational amenities) serving primarily resort guests shall be permitted in accordance with Article 7, General Development Standards.

Residential/Neighborhood Amenity Areas

1. Residential/Neighborhood Amenity Areas located within a FEMA-designated or calculated 100-yr floodplain may contain recreational, park, trail, open space, and amenity improvements, provided such improvements are designed, constructed, and maintained to withstand periodic flooding and comply with all applicable federal, state, and local floodplain regulations.

Townhouse

1. Townhouse developments within the General Suburban (GS) district may utilize Townhouse (T) district dimensional and development standards only when developed on a designated townhouse tract containing a minimum of four (4) contiguous acres, in which case such tract shall be platted and developed in accordance with all applicable Townhouse (T) district standards, which are located in SO PD Article 5.1.D and 6.1 (Exhibit E).

Residential Development Standards (Exhibit E)		
Savannah Oaks Residential Zoning Districts and Standards		
	General Suburban (GS)	
	Single Family Residential	Townhouse
Min. Average lot Area per Dwelling Unit	5,000 SF	N/A
Absolute Min. Lot Area per Dwelling Unit	5,000 SF	1,800 SF
Min. Lot Width	50'	N/A
Min. Lot Depth	100'	N/A
Min. Front Setback	25' (a) (b)	15'
Max. Front Setback	N/A	N/A
Min. Side Setback	5'	5' (c) (d)
Min. Side Street Setback	10'	10'
Max. Side Street Setback	N/A	N/A
Min. Rear Setback	20'	10'
Max. Impervious Cover	65%	85%
Max. Height	35'	35'
Min. Number of Stories	N/A	N/A
Max. Dwelling Units/Acre (Subdivision Gross)	8	14
Min. Dwelling Units/Acre	N/A	N/A

Notes:

(a) Minimum front setback may be reduced to fifteen (15) feet when approved rear access is provided, or when side yard or rear yard parking is provided.

(b) Front setback applies to primary building face including front facing garage; front porches may encroach 5’ over the min. front setback line or may be reduced to a 20’ front setback on or at cul-de-sac frontage lots respectively.

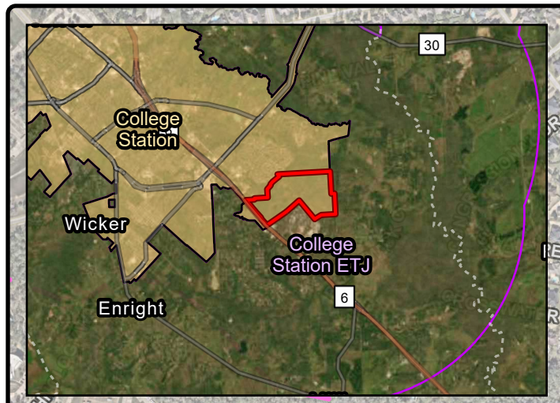
(c) Zero lot line construction of a townhouse residence is allowed where properties on both sides of a lot line are owned and/or developed simultaneously by a single party.

(d) Townhouses may be developed in attached groups or clusters. Each complex shall be considered one building for setback purposes. A minimum side setback of five (5’) feet shall be required only from the outermost side walls of each townhouse complex to adjacent lot lines or separate townhouse complex. No side setback shall be required between individual attached dwelling units within the same complex where units share common party walls.

(e)Public, civic, and institutional structures shall have a maximum building height of fifty (50) feet in these districts, except for non-occupied structures that may exceed the roof line by 25’, such as church steeples, radio towers, etc.

Savannah Oaks: Conceptual Park and Trail Map

EXHIBIT F



Note: Floodplain boundaries are subject to update in accordance to required flood study to be submitted with the preliminary plan.

Note: A tract-by-tract identification of which park tracts and trail segments are proposed for dedication to the City, and which are proposed to remain under POA maintenance, shall be provided at the time of Preliminary Plan.

Pebble Creek
CASCADES DR
BALLYBUNION CT
CASCADES CT
WOODALL CT
RIVIERA CT
KER RIDGE DR
LEWS DR
R DR
TECH
LA
STATE HIGHWAY 6
FRONTAGE 6 RD
NANTUCKET DR
EBB TIDE CV
South Hampton
WINDRIFT CV
PARKLAND DR
FRONTAGE 6 RD
Southern Pointe
PATRIOT DR
POCONO DR
ELDORA DR
PIPELINE RD
BALL CIR

Legend

- Parkland
- Parkland within Floodplain
- Private Amenity
- Future Thoroughfare
- Improved and Natural Park Trails
- 10ft Shared Use Path/Trail

Land Use Type	Total Acres
Parkland	147.17
Parkland within Floodplain	138.19

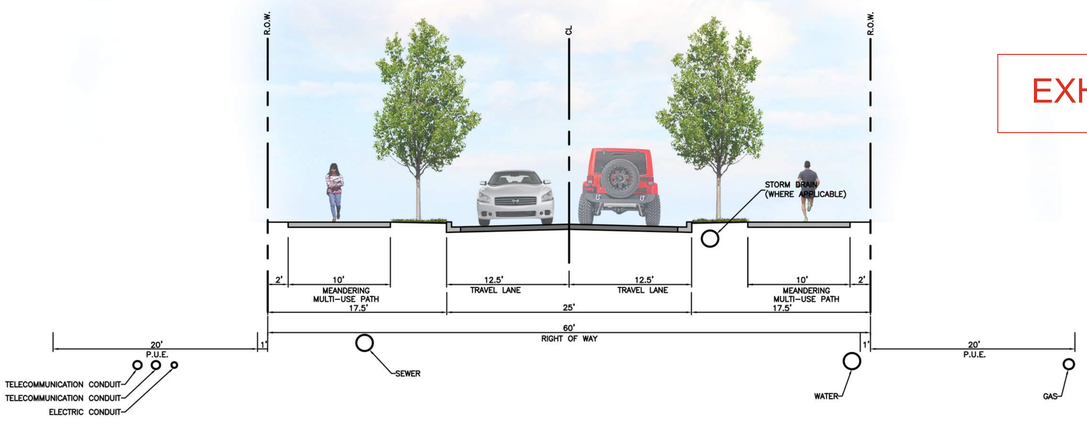
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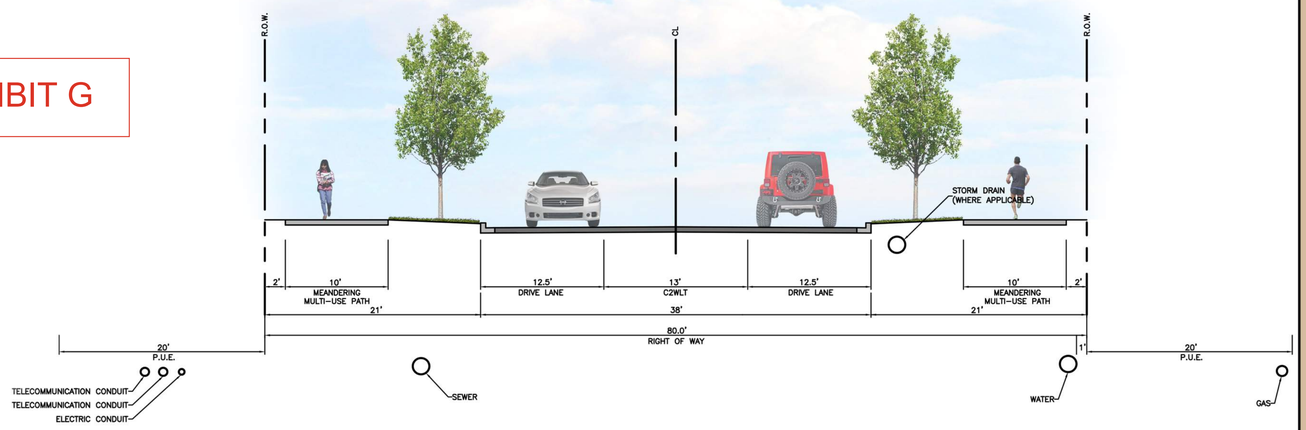
Feet

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1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

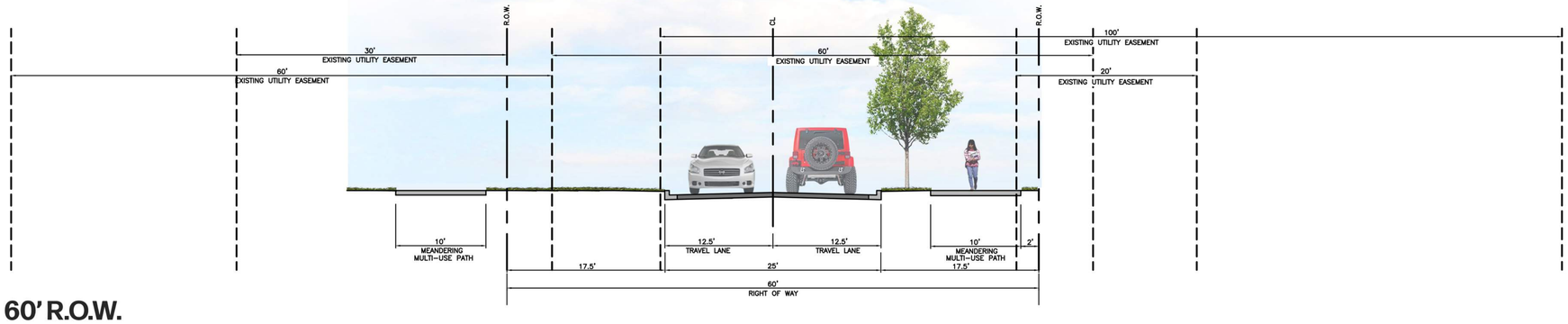
EXHIBIT G



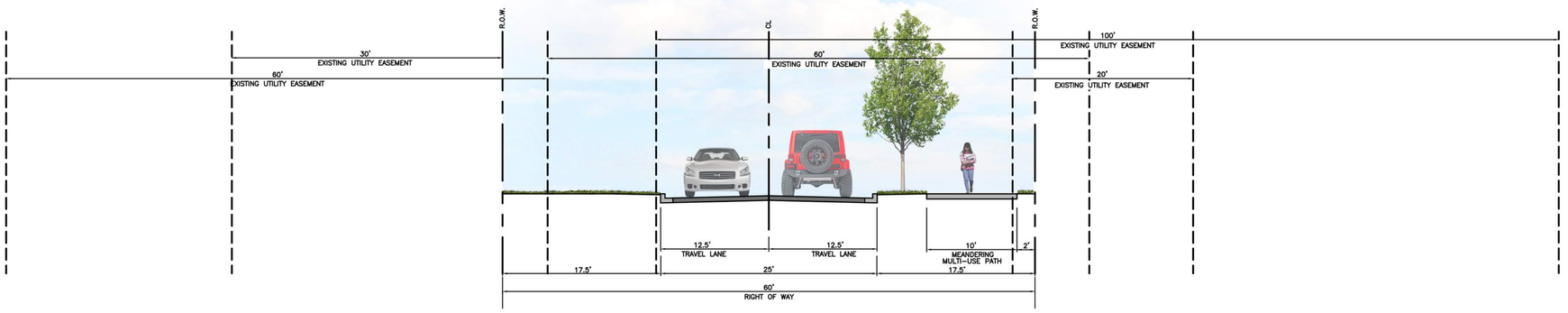
60' R.O.W.
TWO-LANE UNDIVIDED MINOR COLLECTOR



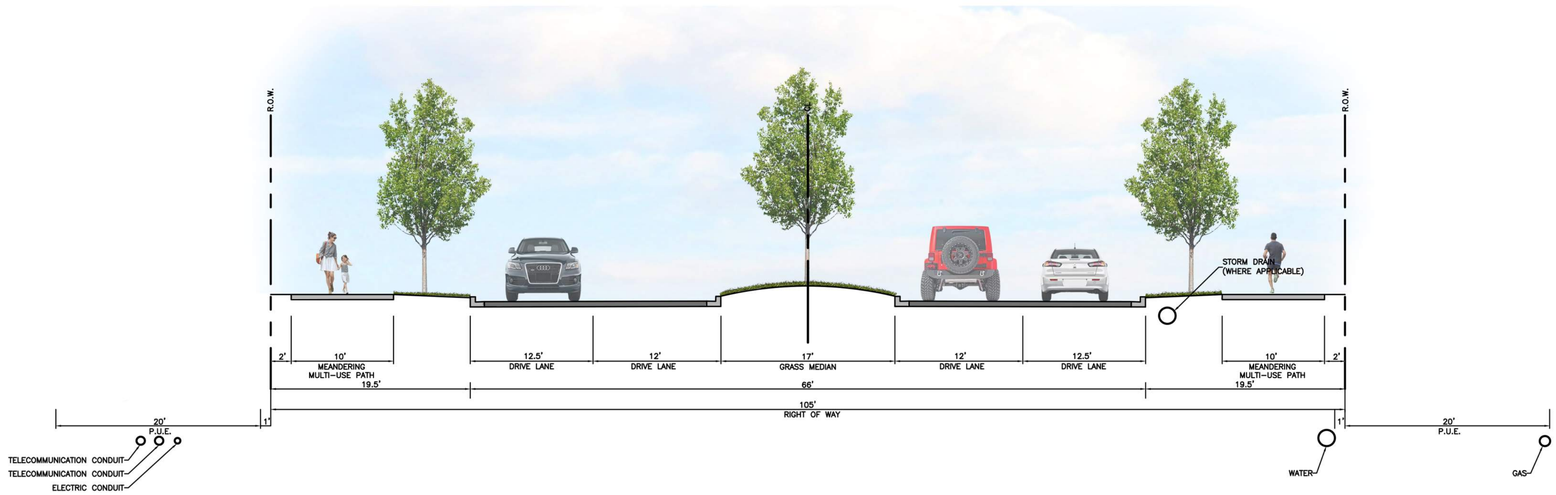
80' R.O.W.
THREE-LANE UNDIVIDED MAJOR COLLECTOR



60' R.O.W.
MODIFIED MINOR COLLECTOR (PIPELINE #1)



60' R.O.W.
MODIFIED MINOR COLLECTOR (PIPELINE #2)



105' R.O.W.
FOUR-LANE MEDIAN DIVIDED MINOR ARTERIAL

NOTES:

1. FINAL ELECTRIC/TELECOM/GAS ALIGNMENT SUBJECT TO CHANGE.
2. PLANTINGS AS SHOWN IN THE CROSS-SECTIONS WILL BE SUBJECT TO PRIVATE MAINTENANCE WITH PRIVATE IMPROVEMENTS IN PUBLIC RIGHT-OF-WAY AGREEMENTS TO BE PUT IN PLACE DURING THE PLATTING PROCESS.
3. PIPELINE EXTENSION WILL ONLY HAVE A MEANDERING MULTI-USE PATH ON THE EAST SIDE.
4. LANDSCAPING IS SUBJECT TO CHANGE DUE TO PERMITTING LANDSCAPING IN A GAS PIPELINE EASEMENT.
5. LANDSCAPING SHOWN ON CROSS SECTIONS IS SUBJECT TO CHANGE AT TIME OF PERMITTING.

SAVANNAH OAKS - ROADWAY CROSS SECTIONS

EXHIBIT H

Savannah Oaks Planned Development Community Benefits

A. Increase landscape buffer planting requirements by 50% beyond UDO Section 7.7 minimums between P-MUD uses adjacent to Single Family Residential.

i. Savannah Oaks will increase required landscape buffer planting standards by fifty percent (50%) beyond the minimum requirements of Section 7.7 of the UDO. This enhancement applies to all required canopy trees, non-canopy trees, and shrub plantings within buffer, resulting in a significantly denser and more effective vegetative screen than required by code. The increased planting quantities improve year-round opacity, enhance visual separation between land uses, and strengthen compatibility with P-MUD uses adjacent Single Family Residential Where existing natural vegetation is present and meets UDO standards, it will be preserved and credited toward buffer requirements, with supplemental plantings provided as necessary to achieve the enhanced standard.

Buffer Planting Requirements (+ 50% Enhancement)		
P-MUD Uses -General Commercial (GC) and Multifamily (MF) Adjacent to Single Family Residential		
Category	**UDO Requirement (Sec. 7.7)**	**Savannah Oaks (+ 50% Enhancement)**
Canopy Trees	1 per 25 LF (min. 2” caliper)	1 per ~16 LF (min. 2” caliper)
Non-Canopy Trees	1 per 15 LF (min 1.25” caliper) or shrub substitution	1 per 10 LF (min. 1.25" caliper) or equivalent substitution
Shrubs	1 per 3 LF (min. 5-gallon, 3' height)	+50% quantity (min. 5-gallon, 3' height, increased evergreen mix)
Vegetation Character	Standard buffer planting per UDO	Increased density, layered planting for improved screening

*Landscape buffers between different land use areas within the P-MUD district (MF and GC) will adhere to UDO standards

B. Increase landscape buffer widths by 50% beyond UDO Section 7.7 minimums between General Commercial (GC) uses adjacent to General Suburban (GS) and Multi-Family (MF) uses adjacent to Single Family Residential.

i. Savannah Oaks will increase required buffer widths by fifty percent (50%) beyond the minimum standards of Section 7.7 of the UDO. This results in greater physical separation between differing land uses, improving the effectiveness of buffering for noise, lighting, and visual impacts. General Commercial (GC) uses adjacent to Single Family Residential will increase from 15 feet to approximately 22.5 feet, and Multi-Family (MF) adjacent to Single Family Residential will increase from 10 feet to 15 feet. When combined with enhanced planting requirements, these expanded buffer areas provide a more substantial and effective transition between land uses than is required under the UDO.

Buffer Width Requirements (+ 50% Enhancement)		
General Commercial (GC) Adjacent to Single Family Residential		
Category	**UDO Requirement**	**Savannah Oaks (Enhanced)**
Buffer Width	15 feet	22.5 feet
Screening	Wall required (6 ft)	Wall maintained (6 ft)
Separation Function	Standard separation between uses	Increased separation for improved noise, lighting, and visual mitigation
Buffer Character	Narrow landscaped buffer strip	Expanded transition zone with increased landscape depth

Buffer Width Requirements (+ 50% Enhancement)		
Multifamily (MF) Adjacent to Single Family Residential		
Category	**UDO Requirement**	**Savannah Oaks (Enhanced)**
Buffer Width	10 feet	15 feet

Screening	Fence required (6–8 ft)	Fence maintained (6–8 ft)
Separation Function	Standard transitional buffer	Enhanced separation improving privacy and compatibility
Buffer Character	Minimal Separation Zone	Expanded landscaped transition area

*Landscape buffers between different land use areas within the P-MUD district (MF & GC) will adhere to UDO standards

ii. Natural Vegetation Buffer Alternative

a. Savannah Oaks may utilize existing natural vegetation as an alternative to standard buffer yard improvements where such vegetation meets the performance standards of Section 7.7 of the UDO. Natural vegetation may be credited in lieu of required buffer plantings and screening (fences or walls) provided that it consists of a healthy mix of canopy and understory trees and is of sufficient density to achieve a continuous visual screen.

b. To qualify, existing vegetation must provide sufficient opacity to screen views to a height of six (6) feet, as documented through a site assessment. Vegetation used in lieu of standard buffer requirements shall be preserved and protected in accordance with the UDO Landscaping and Tree Protection standards.

c. Where existing vegetation does not fully satisfy required buffer standards, supplemental plantings will be installed to meet UDO requirements, including any applicable enhanced standards associated with the Savannah Oaks PD. This approach allows for the integration of high-quality natural features into the buffer design while ensuring consistent compliance with performance-based screening objectives.

d. The natural vegetation buffer alternative is preferred because it provides a more effective and sustainable form of buffering than fully constructed improvements. Existing mature vegetation, when preserved and enhanced, offers superior long-term visual screening through layered canopy and understory coverage while also delivering environmental benefits such as improved stormwater infiltration, reduced heat island effects, and preservation of existing ecosystems. This approach allows buffers to respond to existing site conditions rather than replacing them with uniform planted or constructed elements, resulting in more context-sensitive transitions between land uses. In addition, reliance on established vegetation reduces long-term maintenance needs and supports the preservation of mature

tree stands that cannot be readily replaced, ultimately producing a higher-quality and more compatible edge condition than standard buffer yard installations alone.

C. Increase landscaping point requirements by 10% for all non-residential and multi-family development within the P-MUD, with existing protected canopy trees credited toward the increased point total per UDO Section 7.6.C.5.

i. Higher point thresholds produce more diverse, higher-quality planting schemes rather than minimum-compliant box-checking. Crediting existing protected canopy incentivizes preservation of mature trees, the most ecologically valuable landscape assets on any site, rather than clearing and replanting.

D. Meet Non-Residential Architectural Standards building material requirements on all primary entrance facades and facades facing a public right-of-way; facades not facing ROW or public park shall meet a minimum of 10% qualifying material coverage.

i. Savannah Oaks will voluntarily comply with the Non-Residential Architectural Standards Subsection of Article 7 as a community benefit, applying these standards to all applicable non-residential development within the SOPD. This includes the use of durable, high-quality exterior materials such as masonry, brick, stone, or comparable approved finishes, as well as compliance with façade articulation requirements intended to reduce blank wall conditions and enhance architectural interest. These standards shall not apply to private amenity areas.

ii. All non-residential buildings, including General Commercial (GC) areas within the P-MUD, will incorporate architectural detailing consistent with Article 7 standards, including material variation, façade modulation, and other design elements that promote visual quality and pedestrian-scale development. By voluntarily adopting these standards, Savannah Oaks ensures a higher level of architectural design consistency and durability than would otherwise be required, enhancing compatibility with surrounding General Suburban (GS) uses and elevating the overall character of the development.

E. Prohibit internally illuminated cabinet or box signs located within 200 feet of a General Suburban base zoning district or use, as measured from the sign location to the nearest property line of such district or use; halo-lit, externally lit, and non-illuminated signs permitted without restriction.

i. Cabinet signs produce the highest light bleed and glare of any commercial sign type. Within 200 feet of residential uses, they create direct nuisance, particularly at night.

Permitting halo-lit, externally lit, and non-illuminated alternatives without restriction preserves full commercial identity flexibility while eliminating the specific sign type most harmful to residential adjacency.

F. All required canopy trees per UDO, within Savannah Oaks, shall be 100% Texas native species.

i. Native canopy trees are climate-adapted, require less irrigation and maintenance once established, support local pollinators and wildlife corridors, and have higher long-term survival rates in Central Texas conditions. Committing 100% native species creates a cohesive, regionally appropriate tree canopy that performs better and costs less to maintain over time.

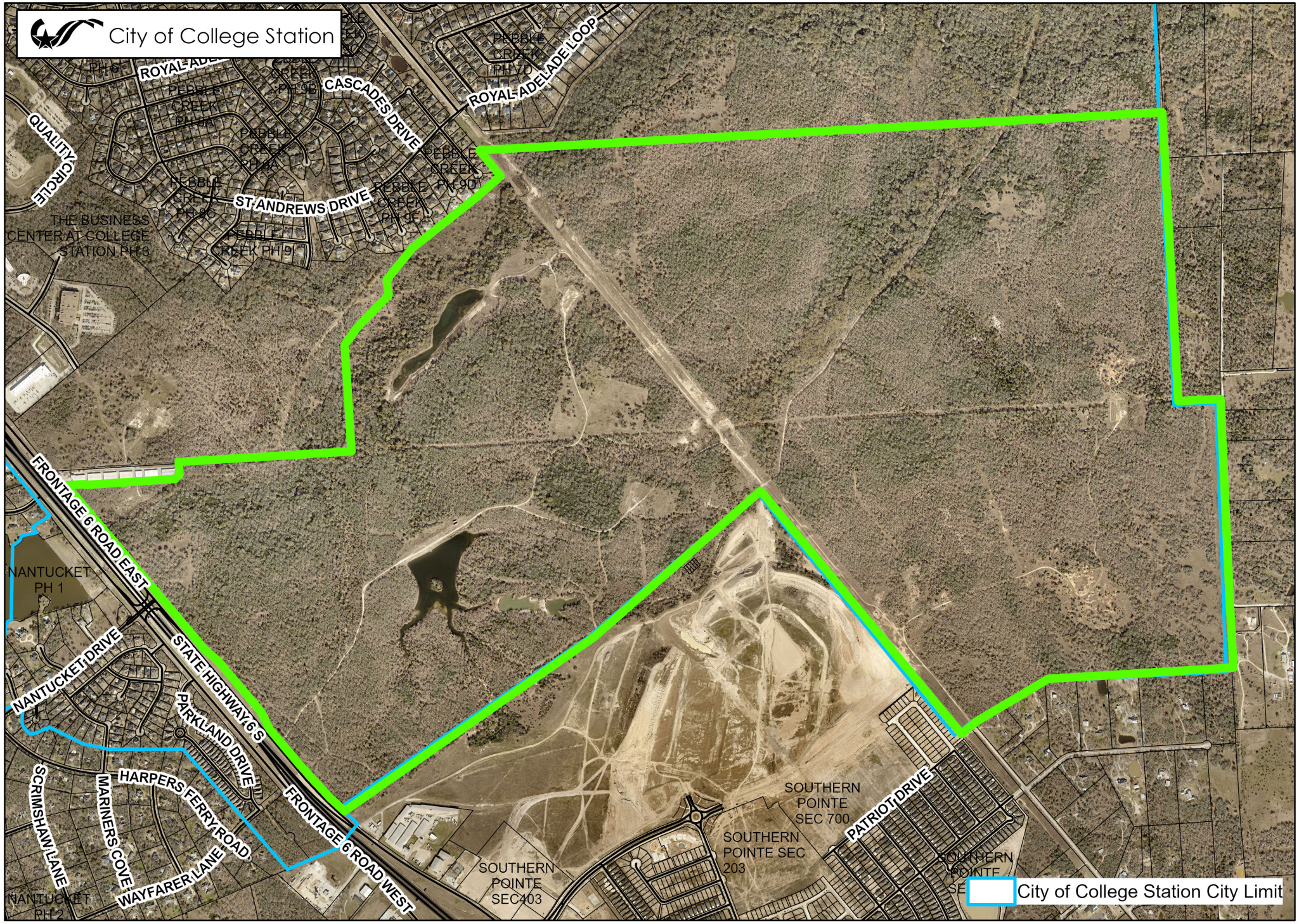
G. All irrigated common areas, parks, medians, and greenbelt areas shall use smart irrigation controllers.

i. Smart controllers adjust watering schedules based on real-time weather and soil conditions, typically reducing outdoor water consumption by 20–50% compared to timer-based systems. In a region facing increasing drought pressure and municipal water demand, this commitment reduces the project's long-term water footprint.

H. All Neighborhood Amenity Centers shall provide bicycle parking at 150% of the applicable non-residential minimum with fixed-frame racks integrated into entry design and located within 50 feet of an entrance.

i. Amenity centers are the highest-frequency destinations within a residential community. Exceeding the minimum by 50% and placing them within 50 feet of an entrance removes the practical barriers to cycling as a primary mode of getting to shared amenities. This is an active transportation infrastructure where it will actually be used.

Note: In the event of any conflict or inconsistency between the terms of Article 12 and any other provision of this PD, the terms of Article 12 shall govern and control in all respects



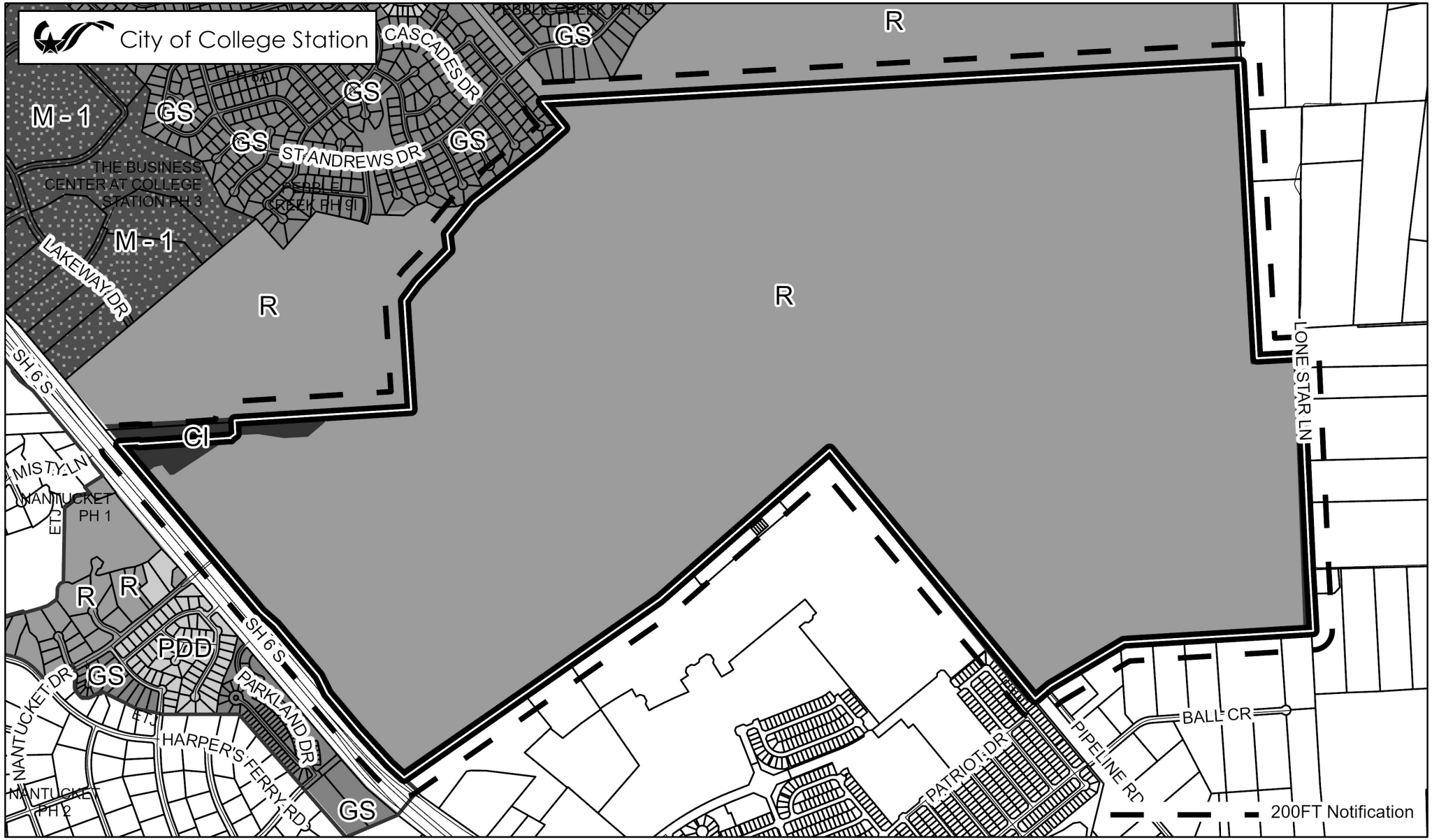
NORTH

0 1,250 2,500 Feet

SAVANNAH OAKS - PDD/PMUD

Case: REZ2026-000008

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

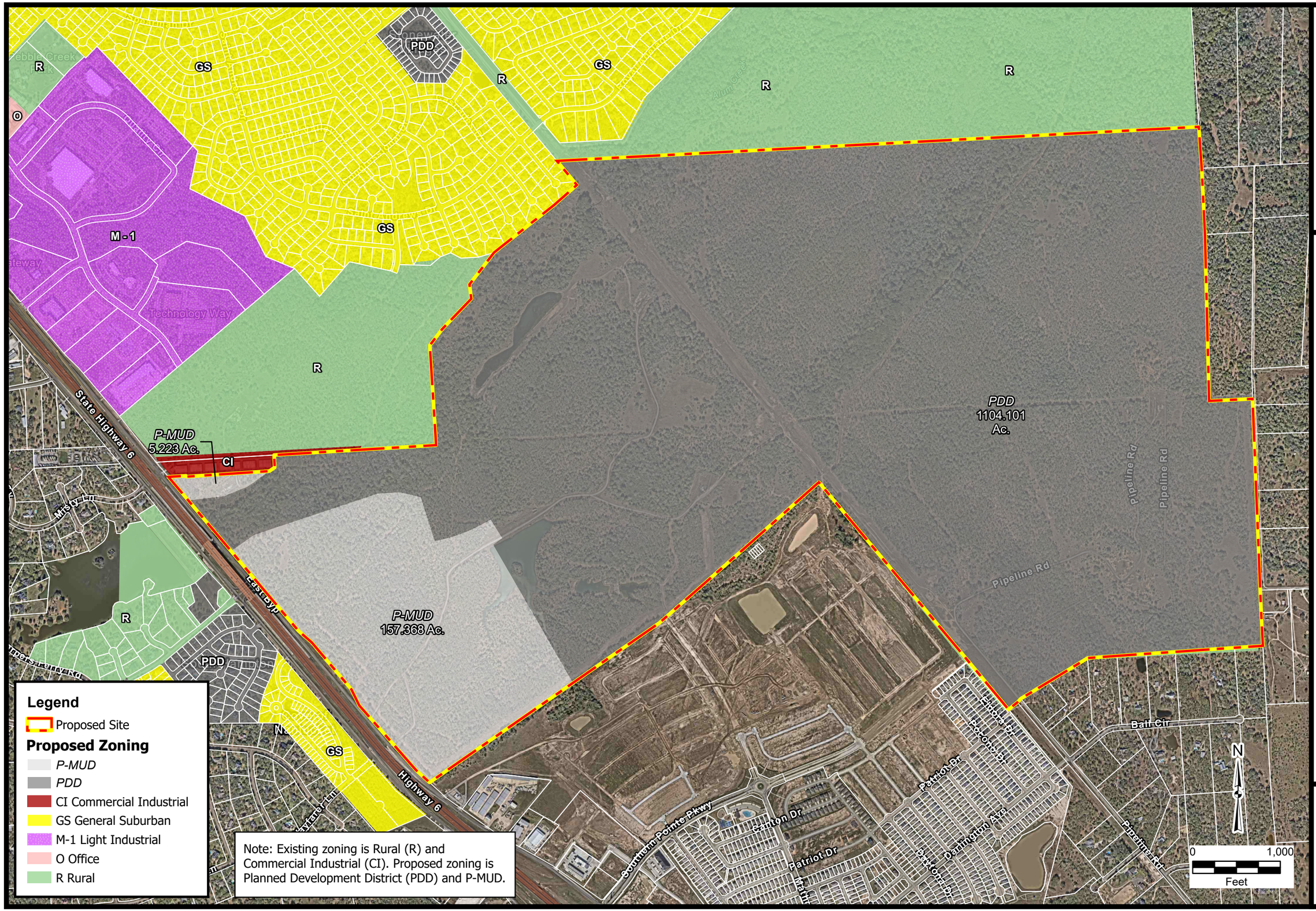
NORTH

0 1,250 2,500 Feet

SAVANNAH OAKS - PDD/PMUD

Case: REZ2026-000008

REZONING



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TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

SAVANNAH OAKS
PROPOSED ZONING EXHIBIT
COLLEGE STATION, TEXAS

JOB NO.	30099-00
DATE	Jun 2026
DESIGNER	HF
DRAWN	AC
CHECKED	CT
SHEET	1.0

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Date: Jun 10, 2026 1:28 PM User: acole
File: O:\Users\ACole\Exhibits\CTran\260311_SavannahOaks_Zoning\SavannahOaks.aprx Layout: SavannahOaks_ProposedZoning_11x17L Map: CStat_ProposedZoning

THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL

BACKGROUND INFORMATION

NOTIFICATIONS

Advertised Commission Hearing Date: October 15, 2026
Advertised Council Hearing Date: October 22, 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
Southern Pointe
Nantucket Preservation Association
South Hampton
Cove of Nantucket

Property owner notices mailed: 72

Contacts in support: None at the time of this report
Contacts in opposition: None at the time of this report
Inquiry contacts: 1

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Natural & Open Areas, Parks and Greenways, Suburban Residential, General Commercial	GS General Suburban, R Rural	Vacant, Park (Lick Creek Park), Single-family detached, Commercial development
South	Rural, Suburban Residential, General Commercial	ETJ Extra-Territorial Jurisdiction, Southern Pointe	Vacant, Commercial development, Single-family detached
East	Rural	ETJ Extra-Territorial Jurisdiction	Vacant, Lone Star Lane (ROW)
West	Rural, Natural & Open Areas, Suburban Residential, General Commercial	GS General Suburban, R Rural, PDD Planned Development District	Single-family detached, State Highway 6 (ROW)

DEVELOPMENT HISTORY

Annexed: November 1996
Zoning: A-O Agricultural Open (upon annexation 1969)

- Portion rezoned from A-O Agricultural Open to C-2 Commercial Industrial (2007)
- C-2 Commercial Industrial renamed to CI Commercial Industrial (2012)

A-O Agricultural Open renamed to R Rural (2013)

Final Plat: Unplatted

Site Development: Vacant

REZONING PDD APPLICATION SUPPORTING INFORMATION

Name of Project: SAVANNAH OAKS (REZ2026-000008)

Address:

Legal Description: A021001, S D SMITH (ICL), TRACT 21, 1265.851 ACRES, & A020201 SW ROBERTSON

Total Acreage: 1266

Applicant: SILVERFIN LAND DEVELOPMENT, LLC

Property Owner: SILVERFIN CS LAND LLC

List the changed or changing conditions in the area or in the City which make this zone change necessary.
The proposed rezoning is driven by continued growth and development along the Highway 6 corridor and within the City of College Station. The subject property's current Rural zoning is no longer consistent with surrounding development patterns, infrastructure expansion, and increased demand for a mix of residential and commercial uses. The City's Comprehensive Plan supports higher intensity and mixed-use development in this area. Rezoning to a Planned Development allows for a coordinated, flexible approach that better aligns with current conditions and the City's long-term vision.

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 proposed rezoning is in accordance with the City of College Station Comprehensive Plan. The plan supports higher-intensity commercial development along the Highway 6 corridor, with appropriate transitions to lower-density residential uses. The Savannah Oaks Planned Development implements these objectives by concentrating commercial and multifamily uses along Highway 6 and transitioning to single-family and townhome neighborhoods internally, while incorporating open space, connectivity, and coordinated infrastructure consistent with the City's long-term vision.

How will this zone change be compatible with the present zoning and conforming uses of nearby property and with the character of the neighborhood?
While the property is currently zoned Rural and can accommodate agricultural and very low-density uses, its location along the Highway 6 corridor and proximity to expanding infrastructure and development patterns make it less suitable for long-term rural use. The size and strategic location of the property support more intensive, coordinated development than what is typically permitted under Rural zoning. As

a result, the current zoning does not fully utilize the property's potential or align with surrounding growth trends.
The proposed Planned Development District (PDD) is intentionally designed to be compatible with the present zoning and conforming uses of nearby properties by incorporating a thoughtful transition of land uses, densities, and neighborhood patterns. Residential areas adjacent to existing neighborhoods reflect similar lot sizes, block configurations, and building setbacks to create a cohesive edge condition. Enhanced landscape buffers, preserved natural features, and open space corridors are strategically placed along the project boundaries to provide separation and maintain privacy. Additionally, the plan uses topography, tree preservation areas, and drainage corridors as natural transitions, allowing the development to blend seamlessly with the surrounding character while minimizing visual and operational impacts.

Explain the suitability of the property for uses permitted by the rezoning district requested.
The property is well-suited for the proposed Planned Development due to its size, location along the Highway 6 corridor, and access to existing and planned infrastructure. Its scale allows for a coordinated, master-planned mix of residential, commercial, and open space uses, while its frontage along a major thoroughfare supports higher-intensity and mixed-use development. The site's configuration also allows for appropriate transitions to surrounding areas, making it ideal for the flexible and integrated development approach permitted under the Planned Development District.

Explain the marketability of the property for uses permitted by the current zoning district.
The marketability of the property under its current Rural zoning is limited. While the property could be used for agricultural or very low-density residential purposes, demand for such uses in this location is declining due to the area's growth and proximity to the Highway 6 corridor. Market trends in College Station indicate stronger demand for a mix of residential, commercial, and higher-density uses supported by infrastructure and access. As a result, the property is less competitive and less economically viable under its current zoning compared to its potential under a Planned Development framework.

1. **Housing Diversity and Market Responsiveness** – The development can provide a range of housing options, including single-family homes, townhomes, and multifamily units, helping to meet the needs of a growing and diverse population while responding to evolving market demands.
2. **Improved Connectivity and Mobility** – The integrated street network, trail systems, and strategic access points improve circulation for all modes of transportation, reduce congestion, and enhance regional connectivity.
3. **Environmental Sensitivity and Open Space Preservation** – The plan prioritizes the preservation of natural features, including tree stands, drainage corridors, and topographic variations, incorporating them into usable open spaces that also support stormwater management and ecological health.
4. **Context-Sensitive Design and Compatibility** – The PDD allows for thoughtful transitions between land uses and densities, incorporating buffers, setbacks, and step-downs that ensure compatibility with adjacent properties and protect existing neighborhood character.
5. **Advancement of City Planning Objectives** – The rezoning aligns with the City's comprehensive plan by promoting orderly growth, encouraging development along major corridors, and supporting the creation of complete, walkable, and sustainable communities.

Overall, the request advances the City's goals for orderly growth, fiscal responsibility, and the creation of a high-quality, well-connected development that provides lasting community value.

Maximum Building Height.
PDD Zoning which has a base zoning of General Suburban (GS) Zoning District will be Max Building Height of 35' (Per SOPD Document & Exhibit E)
P-MUD Zoning which has a base zoning of General Commercial (GC) and Multifamily (MF) shall adhere to UDO max building height standards per Article 8 of the SOPD document.

Variations Sought.

Please see Savannah Oaks PD Document.

Community Benefits.

Please see Article 12 of the Savannah Oaks PD Document and Exhibit F, respectively**.**

Sustained Stability.
The Savannah Oaks Planned Development is designed to create a stable, enduring community that harmonizes with the surrounding area. Higher-intensity uses are concentrated along Highway 6, transitioning smoothly to lower-density single-family and townhome neighborhoods internally. Thoughtful buffering, building orientation, preserved open space, and interconnected trails ensure compatibility with adjacent properties, protect neighborhood character, and provide a cohesive, well-planned environment that promotes long-term stability and quality of life for residents.

Compatibility with use.
The Savannah Oaks Planned Development is designed to be fully compatible with existing and permitted uses on adjacent properties. Higher-intensity commercial and multifamily uses are oriented along Highway 6 and internal collectors, while lower-density single-family and townhome neighborhoods transition toward neighboring residential areas with enhanced buffers, building step-downs, and preserved natural areas. Roadway connections, trails, and open spaces are strategically located to maintain privacy, minimize visual and operational impacts, and ensure a harmonious relationship with surrounding development.
In addition, the PDD thoughtfully reflects the existing development pattern of adjacent neighborhoods by incorporating compatible lot sizes and block configurations, creating a seamless transition between communities. Natural features, landscape buffers, and open space corridors are strategically used to reinforce these transitions, helping to blend the new development with the surrounding built environment while preserving neighborhood character.

Public Improvements.
The Savannah Oaks Planned Development has been designed to provide comprehensive public improvements that support the long-term needs of the community. The development includes nearly 300 acres of dedicated parkland and open space, extensive multi-use trails, and improved parks that will be constructed by the Developer. The trail network is designed to connect directly to Lick Creek Park, enhancing regional recreational access and multimodal connectivity. Additionally, the project includes an 11.59-acre site designated for an elementary school to serve future residents. Public streets, utilities, and stormwater infrastructure will be installed in accordance with City standards. While other schools and public facilities will be served by existing or planned City and independent school district infrastructure, the project's design ensures adequate access, connectivity, and capacity to support residents, promote recreation, and integrate seamlessly with surrounding public amenities.

Public Health.
The Savannah Oaks Planned Development has been carefully designed to promote public health, safety, and welfare while minimizing impacts on surrounding properties. The Conceptual Master Plan incorporates well-planned street layouts, sidewalks, and multi-use trails to provide safe and convenient pedestrian and vehicular circulation. Higher-intensity uses are strategically oriented along Highway 6 and internal collectors, with lower-density single-family and townhome neighborhoods buffered and transitioned to protect adjacent properties. Open spaces, greenbelts, and preserved natural areas enhance environmental quality and provide flood mitigation and recreational benefits. Infrastructure improvements—including water, wastewater, and stormwater systems—will be designed and constructed to City standards, ensuring adequate service and minimizing risk to existing development. Collectively,

these measures ensure the development is harmonious with its surroundings and does not adversely affect the public health, safety, or welfare, nor the value or use of neighboring properties.

Safety.
The Savannah Oaks Planned Development has been designed to enhance the safety and convenience of vehicular, bicycle, and pedestrian circulation within and around the site. Street layouts, including internal collectors and neighborhood streets, are planned to meet City standards for capacity, alignment, and connectivity. Sidewalks, multi-use trails, and greenbelt corridors provide safe and accessible routes for pedestrians and cyclists, connecting residential areas, parks, and commercial centers, and linking to regional destinations such as Lick Creek Park. Traffic generated by the development has been analyzed relative to existing and anticipated land uses, and roadway improvements, turn lanes, and signalization will be implemented as needed to maintain smooth traffic flow and minimize congestion.
In addition, the plan enhances user safety by removing on-street bike lanes along higher-traffic thoroughfares and instead providing dedicated shared-use paths that are physically separated from vehicular travel lanes. This design reduces potential conflicts between vehicles and cyclists, improves visibility, and creates a more comfortable and secure environment for users of all ages and skill levels. Overall, the Conceptual Master Plan balances mobility, safety, and connectivity, ensuring that the development does not adversely impact circulation for all users in the vicinity.

Savannah Oaks Planned Development

College Station, Texas

Purpose and Intent

The Savannah Oaks Planned Development (SOPD) is a master-planned, mixed-use community encompassing approximately 1,266 acres along the Highway 6 corridor in College Station, Texas. The development represents a transformative opportunity to create a vibrant, well-connected, and sustainable community that responds to the City's evolving growth patterns, infrastructure investments, and long-term planning objectives.

Rezoning Justification and Changed Conditions

The subject property is proposed to be rezoned from Rural to a Planned Development District, reflecting a number of changed and changing conditions within the area and the City of College Station. Continued population growth, sustained demand for diverse housing products, and significant infrastructure expansion along the Highway 6 corridor have fundamentally altered the development context of this property. The current Rural zoning, while historically appropriate, is no longer consistent with surrounding development patterns, the City's Comprehensive Plan, or the market realities of this corridor. Rezoning to a Planned Development allows for a coordinated, master-planned approach that maximizes the property's potential while ensuring compatibility with adjacent uses and alignment with the City's long-term vision.

Development Framework and Land Use Organization

The SOPD is organized into two coordinating zoning districts. The Planned Development District (PDD), encompassing approximately 1,103 acres, provides a regulatory framework for well-designed single-family and townhome neighborhoods emphasizing suburban character, open space integration, and pedestrian connectivity. The Planned Mixed-Use District (P-MUD), encompassing approximately 163 acres, concentrates higher-intensity commercial, office, and multifamily uses along the Highway 6 frontage, creating walkable, activity-oriented nodes that support economic vitality and community engagement. Together, these districts implement a flexible, integrated regulatory framework that guides land use transitions from the Highway 6 corridor inward to lower-density residential neighborhoods, ensuring cohesion, compatibility, and long-term stability throughout the development.

Conformity with the Comprehensive Plan

The proposed rezoning is fully consistent with the City of College Station Comprehensive Plan. The plan supports higher-intensity and mixed-use development along the Highway 6 corridor with appropriate transitions to lower-density residential uses. The SOPD directly implements these objectives by orienting commercial and multifamily uses along the corridor, transitioning internally to single-family and townhome neighborhoods, and incorporating open space, multimodal connectivity, and coordinated infrastructure throughout. The development advances multiple Comprehensive Plan goals, including the promotion of walkable communities, preservation of open space, diversification of housing options, and the encouragement of orderly, fiscally responsible growth.

Compatibility with Surrounding Properties and Neighborhood Character

The SOPD has been intentionally designed to be compatible with existing and permitted uses on adjacent and nearby properties. Residential areas adjacent to existing neighborhoods incorporate compatible lot sizes, block configurations, and building setbacks to create a cohesive and seamless edge condition. Enhanced landscape buffers, preserved natural features, tree stands, and drainage corridors are strategically placed along project boundaries to provide separation, maintain privacy, and minimize visual and operational impacts on neighboring properties. Higher-intensity commercial and multifamily uses are concentrated along Highway 6 and internal collector streets, ensuring that the most active uses are appropriately located away from lower-density residential edges. The overall design reflects a thoughtful and context-sensitive approach that protects and reinforces the character of the surrounding area while establishing a distinct and high-quality community identity.

Open Space, Parks, Trails, and Public Improvements

The SOPD incorporates nearly 300 acres of parkland, open space, and greenway corridors, representing a substantial investment in public amenity and environmental stewardship. The development's multi-use trail network is designed to provide continuous connections between residential neighborhoods, parks, commercial centers, and regional destinations, including a direct connection to Lick Creek Park, significantly enhancing regional recreational access and multimodal mobility. An 11.59-acre site has been designated for an elementary school to serve the future residents of the community. All public streets, utilities, water, wastewater, and stormwater infrastructure will be designed and constructed in full accordance with City of College Station standards, with phased delivery coordinated with development activity to ensure adequate capacity and service at each stage of growth.

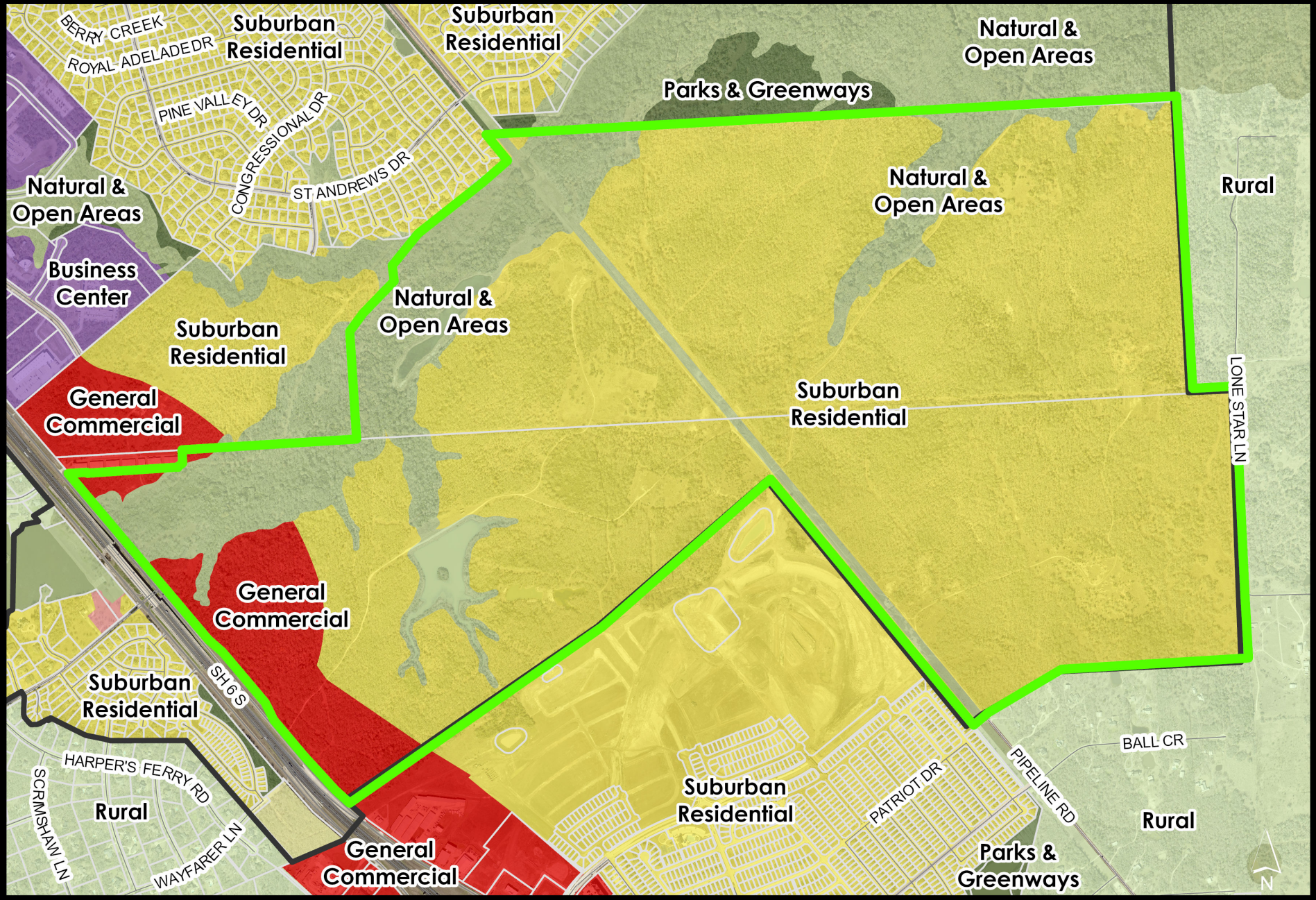
Mobility, Safety, and Circulation

The SOPD has been designed to enhance the safety and convenience of vehicular, bicycle, and pedestrian circulation throughout and beyond the site. The internal street network, including major and minor collectors and neighborhood streets, is planned to City standards for capacity, alignment, and connectivity, with multiple access points to distribute traffic and support emergency response. Sidewalks and multi-use trails provide safe, accessible, and continuous pedestrian and bicycle routes connecting all areas of the development. A notable safety enhancement is the replacement of on-street bike lanes along higher-traffic thoroughfares with dedicated ten-foot-wide shared-use paths physically separated from vehicular travel lanes, reducing conflicts and creating a safer environment for users of all ages and abilities. A Traffic Impact Analysis has been prepared and roadway improvements, turn lanes, and signalization will be implemented as needed to maintain adequate levels of service throughout the life of the development.

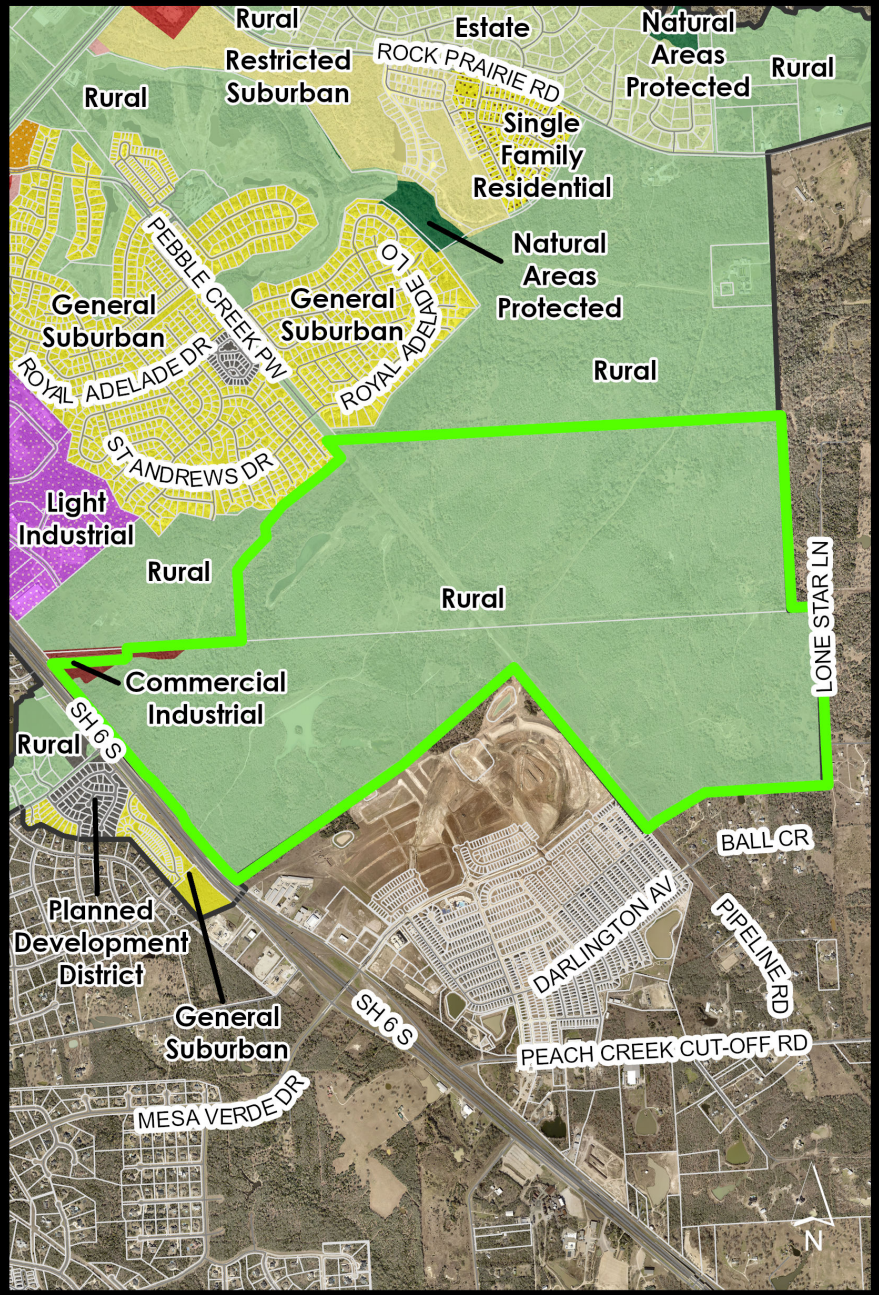
Purpose and Long-Term Vision

The Savannah Oaks Planned Development is intended to deliver lasting and meaningful benefits to the City of College Station and the broader community. By providing a diverse mix of housing types, neighborhood-serving commercial uses, extensive open space and recreational amenities, and high-quality infrastructure, the SOPD is designed to create a complete, connected, and resilient community. The development will expand the City's tax base, create employment opportunities, and support long-term fiscal sustainability, while establishing a high standard of design and livability that will serve residents and the region for generations to come.

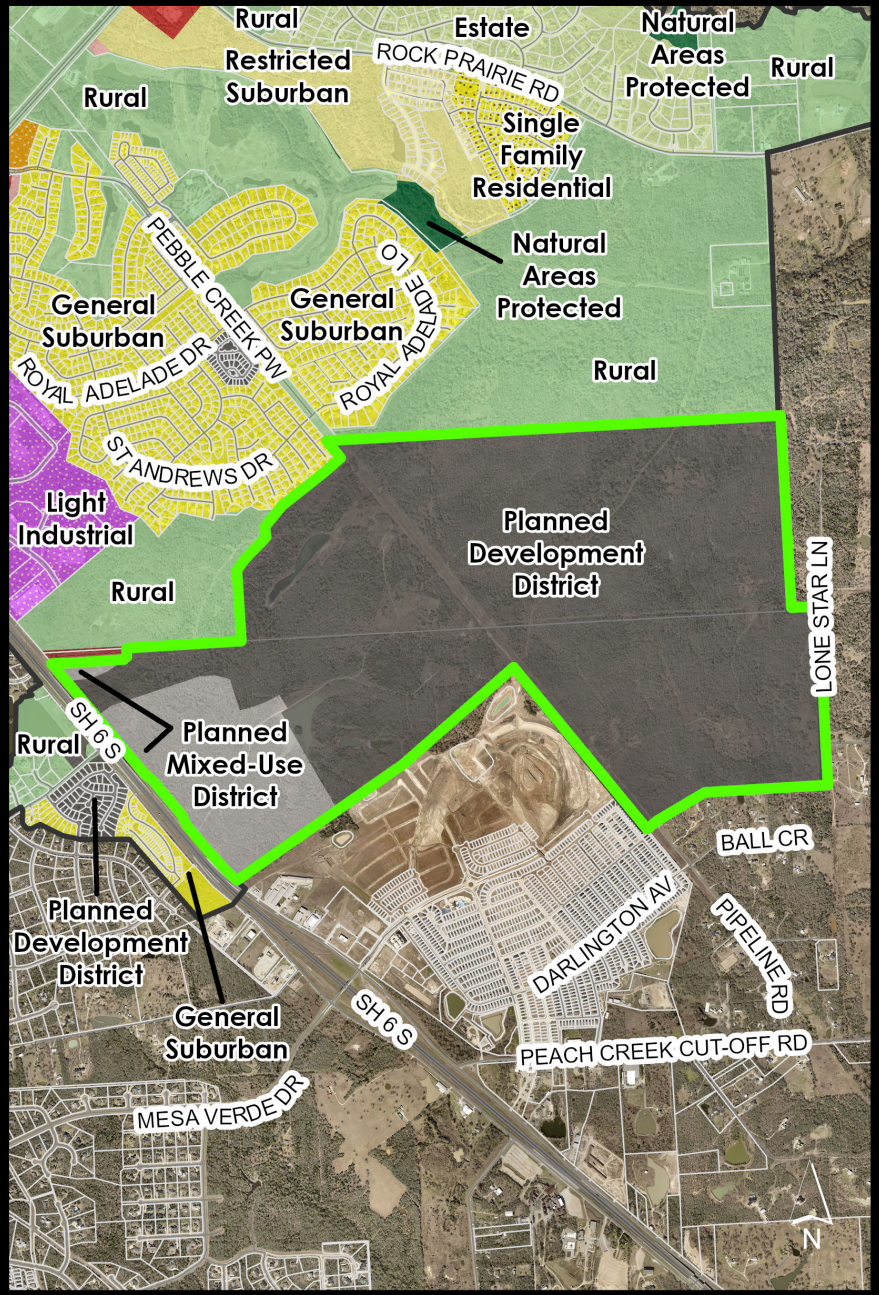
EXISTING
Future Land Use



EXISTING
Zoning



PROPOSED
Zoning

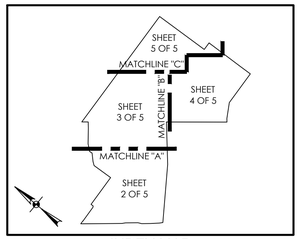


OWNER & DEVELOPER:

BRANTLEY GWIN
BY: SILVERFIN LAND DEVELOPMENT, LLC
409 S. CARANCAHUA ST.
CORPUS CHRISTI, TEXAS 78401
OFFICE: (361) 806-2132

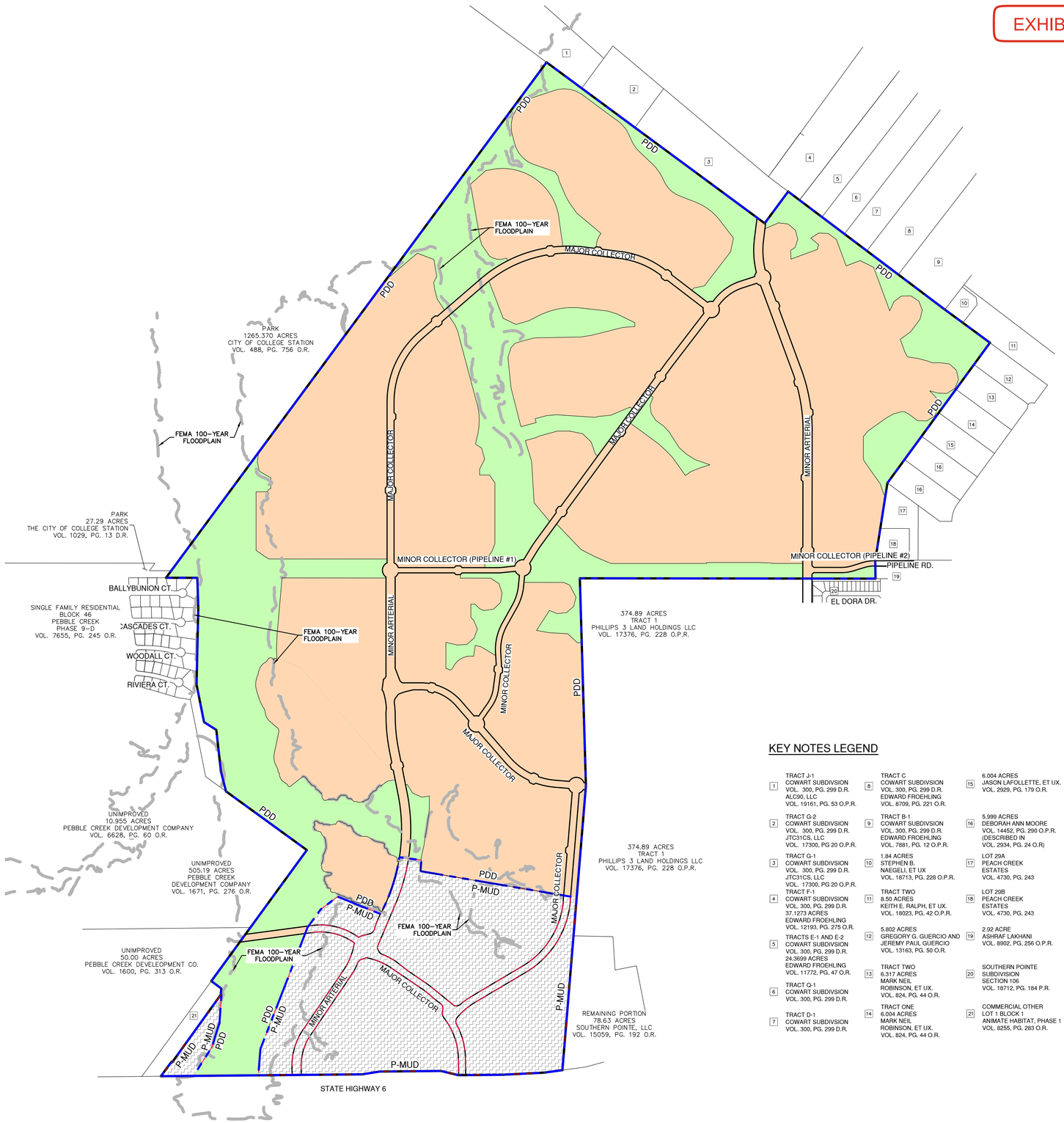
ENGINEER & DESIGNER:

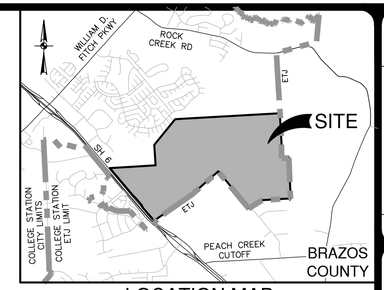
PAPE-DAWSON CONSULTING ENGINEERS, LLC.
1672 INDEPENDENCE DR SUITE 102
NEW BRAUNFELS, TEXAS 78132
OFFICE: (830) 632-5633



INDEX MAP
SCALE: 1"= 1000'

EXHIBIT B





LOCATION MAP
NOT-TO-SCALE

SCALE: 1"= 600'
0' 600' 1,200' 1,800'

LAYOUT IS SCHEMATIC AND SUBJECT TO CHANGE

LAST UPDATED: 7/31/2026

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PD CONCEPT PLAN NOTES:

GENERAL:

1. OPEN SPACE AREAS INCLUDE PARKLAND DEDICATION, PRIVATE DETENTION AND STORMWATER CONVEYANCE, AND HOA FACILITIES.
2. PDD = BASE ZONING OF GENERAL SUBURBAN (GS), NAP, P-MUD = BASE ZONING OF GENERAL COMMERCIAL (GC), MULTIFAMILY (MF), NAP
3. BUFFER TO BE PROVIDED IN ACCORDANCE WITH SAVANNAH OAKS PLANNING DEVELOPMENT DOCUMENTS.
4. THE PROPOSED DEVELOPMENT WILL IMPLEMENT A COMPREHENSIVE DRAINAGE SYSTEM DESIGNED TO MANAGE STORMWATER ONSITE IN ACCORDANCE WITH CITY OF COLLEGE STATION STANDARDS, MINIMIZING RUNOFF IMPACTS TO ADJACENT PROPERTIES AND NATURAL WATERWAYS, AND INTEGRATING DETENTION, RETENTION, AND GREEN INFRASTRUCTURE FEATURES WHERE APPROPRIATE TO PROTECT WATER QUALITY AND SUPPORT SUSTAINABLE SITE DEVELOPMENT.
5. FLOODPLAIN BOUNDARIES ARE SUBJECT TO UPDATE IN ACCORDANCE TO REQUIRED FLOOD STUDY TO BE SUBMITTED WITH THE PRELIMINARY PLAN.
6. P-MUD AREA TO BE SUBMITTED UNDER FUTURE CONCEPT PLAN AMENDMENTS.

KEY NOTES LEGEND

1. TRACT J-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R. ALC90, LLC VOL. 19161, PG. 53 O.P.R.
2. TRACT G-2 COWART SUBDIVISION VOL. 300, PG. 299 D.R. JTC31CS, LLC VOL. 17300, PG 20 O.P.R.
3. TRACT G-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R. JTC31CS, LLC VOL. 17300, PG 20 O.P.R.
4. TRACT F-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R. 37.1273 ACRES EDWARD FROEHLING VOL. 12193, PG. 275 O.R.
5. TRACTS E-1 AND E-2 COWART SUBDIVISION VOL. 300, PG. 299 D.R. 24.3699 ACRES EDWARD FROEHLING VOL. 11772, PG. 47 O.R.
6. TRACT Q-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R.
7. TRACT D-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R.
8. TRACT C COWART SUBDIVISION VOL. 300, PG. 299 D.R. EDWARD FROEHLING VOL. 8709, PG. 221 O.R.
9. TRACT B-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R. EDWARD FROEHLING VOL. 7881, PG. 12 O.P.R.
10. 1.84 ACRES STEPHEN B. NAEGELI, ET UX VOL. 18713, PG. 228 O.P.R.
11. TRACT TWO 8.50 ACRES KEITH E. RALPH, ET UX. VOL. 18023, PG. 42 O.P.R.
12. 5.902 ACRES GREGORY G. GUERCIO AND JEREMY PAUL GUERCIO VOL. 13163, PG. 50 O.R.
13. TRACT TWO 6.317 ACRES MARK NEIL ROBINSON, ET UX. VOL. 824, PG. 44 O.R.
14. TRACT ONE 6.004 ACRES MARK NEIL ROBINSON, ET UX. VOL. 824, PG. 44 O.R.
15. 6.004 ACRES JASON LAFOLLETTE, ET UX. VOL. 2929, PG. 179 O.R.
16. 5.999 ACRES DEBORAH ANN MOORE VOL. 14452, PG. 290 O.P.R. (DESCRIBED IN VOL. 2934, PG. 24 O.R)
17. LOT 29A PEACH CREEK ESTATES VOL. 4730, PG. 243
18. LOT 29B PEACH CREEK ESTATES VOL. 4730, PG. 243
19. 2.92 ACRE ASHRAF LAKHANI VOL. 8902, PG. 256 O.P.R.
20. SOUTHERN POINTE SUBDIVISION SECTION 106 VOL. 18712, PG. 184 P.R.
21. COMMERCIAL OTHER LOT 1 BLOCK 1 ANIMATE HABITAT, PHASE 1 VOL. 8255, PG. 283 O.R.

LEGEND

ZONING LINE

TABLE #1: LAND USE SUMMARY

COLOR LEGEND	CATEGORY	ACREAGE	PERCENTAGE OF TOTAL AREA
	OPEN SPACE	285.36	22.53%
	PDD	818.74	64.64%
	P-MUD	162.59	12.84%
	TOTAL	**1266.69**	**100.0%**

NO.	REVISION	DATE

PAPE-DAWSON
1672 INDEPENDENCE DR. STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

SAVANNAH OAKS
COLLEGE STATION, TEXAS
CONCEPT PLAN

PLAT NO.
JOB NO. 30099-00
DATE JULY 2026
DESIGNER HF
CHECKED CT DRAWN BH
SHEET 1 OF 5

Date: July 20, 2026, 2:47 PM - User ID: bhurkett
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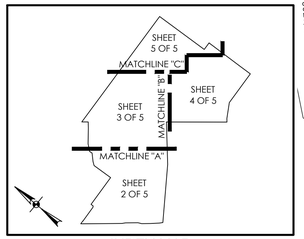
MATCHLINE "A" - SEE SHEET 3 OF 5

OWNER & DEVELOPER:

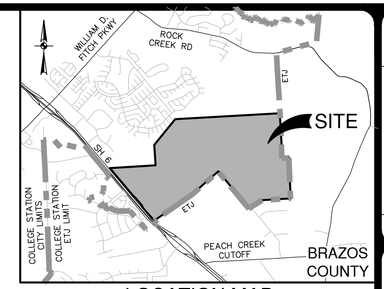
BRANTLEY GWIN
BY: SILVERFIN LAND DEVELOPMENT, LLC
409 S. CARANCAHUA ST.
CORPUS CHRISTI, TEXAS 78401
OFFICE: (361) 806-2132

ENGINEER & DESIGNER:

PAPE-DAWSON CONSULTING ENGINEERS, LLC.
1672 INDEPENDENCE DR SUITE 102
NEW BRAUNFELS, TEXAS 78132
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INDEX MAP
SCALE: 1"= 1000'



LOCATION MAP
NOT-TO-SCALE

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0' 600' 1,200' 1,800'

LAYOUT IS SCHEMATIC AND SUBJECT TO CHANGE

LAST UPDATED: 7/31/2026

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LEGEND

ZONING LINE

EXTERIOR LINE TABLE		
LINE #	BEARING	LENGTH
L1	S3°31'27"E	10.00'
L2	N54°46'44"E	71.70'
L3	N2°50'57"W	141.35'
L4	N7°09'17"W	166.13'
L5	S49°30'10"W	207.06'
L6	N26°07'39"W	206.20'

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SHEET 2 OF 5

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File: P:\300\99\00\Design\Exhibits\00-CONCEPT PLAN 260731-CONCEPT PLAN.dwg

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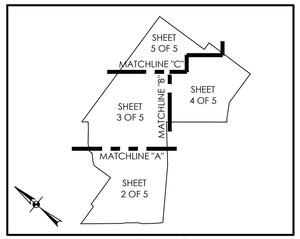
MATCHLINE "C" - SEE SHEET 5 OF 5

OWNER & DEVELOPER:

BRANTLEY GWIN
BY: SILVERFIN LAND DEVELOPMENT, LLC
409 S. CARANCAHUA ST.
CORPUS CHRISTI, TEXAS 78401
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ENGINEER & DESIGNER:

PAPE-DAWSON CONSULTING ENGINEERS, LLC.
1672 INDEPENDENCE DR SUITE 102
NEW BRAUNFELS, TEXAS 78132
OFFICE: (830) 632-5633



INDEX MAP
SCALE: 1"= 1000'

PARK
1265.370 ACRES
CITY OF COLLEGE STATION
VOL. 488, PG. 756 O.R.

N66°46'54"E 7325.35'

MAJOR COLLECTOR

MAJOR COLLECTOR

MINOR COLLECTOR (PIPELINE #1)

MINOR ARTERIAL

MINOR COLLECTOR

MAJOR COLLECTOR

PARK
27.29 ACRES
THE CITY OF COLLEGE STATION
VOL. 1029, PG. 13 D.R.

N89°38'17"W 358.43'

BALLYBUNION CT.

N48°41'44"E 50.00'

SINGLE FAMILY RESIDENTIAL
BLOCK 46
PEBBLE CREEK
PHASE 9-D
VOL. 7655, PG. 245 O.R.

CASCADES CT.

WOODALL CT.

N51°38'03"E 274.64'

SINGLE FAMILY RESIDENTIAL
BLOCK 46
PEBBLE CREEK
PHASE 9-F
VOL. 8369, PG. 133 O.P.R.

RIVIERA CT.

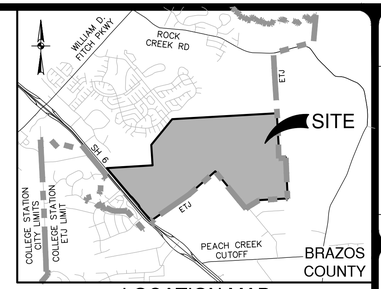
N38°05'15"E 457.49'

374.89 ACRES
TRACT 1
PHILLIPS 3 LAND HOLDINGS, LLC
VOL. 13376, PG. 228 O.P.R.

S48°41'54"W 2373.01'

MATCHLINE "B" - SEE SHEET 4 OF 5

MATCHLINE "A" - SEE SHEET 2 OF 5



LOCATION MAP
NOT-TO-SCALE

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LEGEND

ZONING LINE

EXTERIOR LINE TABLE		
LINE #	BEARING	LENGTH
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L2	N54°46'44"E	71.70'
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	TOTAL	**1266.69**	**100.0%**

NO.	REVISION	DATE

PAPE-DAWSON
1672 INDEPENDENCE DR. STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

SAVANNAH OAKS
COLLEGE STATION, TEXAS
CONCEPT PLAN

PLAT NO.
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SHEET 3 OF 5

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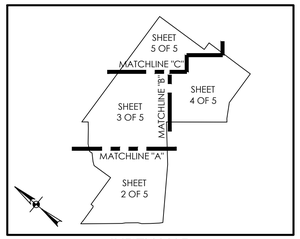
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OWNER & DEVELOPER:

BRANTLEY GWIN
BY: SILVERFIN LAND DEVELOPMENT, LLC
409 S. CARANCAHUA ST.
CORPUS CHRISTI, TEXAS 78401
OFFICE: (361) 806-2132

ENGINEER & DESIGNER:

PAPE-DAWSON CONSULTING ENGINEERS, LLC.
1672 INDEPENDENCE DR SUITE 102
NEW BRAUNFELS, TEXAS 78132
OFFICE: (830) 632-5633



INDEX MAP
SCALE: 1"= 1000'

MATCHLINE "C" - SEE SHEET 5 OF 5

MATCHLINE "C" SEE SHEET 5 OF 5

MATCHLINE "B" - SEE SHEET 3 OF 5

MATCHLINE "A" - SEE SHEET 2 OF 5

MAJOR COLLECTOR

MAJOR COLLECTOR

MINOR ARTERIAL

MINOR COLLECTOR (PIPELINE #2)

PIPELINE RD. (R.O.W. VARIES)

EL DORA DR.

TRACT D-1
COWART SUBDIVISION
VOL. 300, PG. 299 D.R.

TRACT C
COWART SUBDIVISION
VOL. 300,
PG. 299 D.R.

EDWARD FROEHLING
VOL. 8709,
PG. 221 O.R.

TRACT B-1
COWART SUBDIVISION
VOL. 300,
PG. 299 D.R.

EDWARD FROEHLING
VOL. 7881,
PG. 12 O.P.R.

S2°38'27"E 2243.89'

1.84 ACRES
STEPHEN B. NAEGELI, ET UX
VOL. 18713,
PG. 228 O.P.R.

S3°16'42"E 294.58'

S3°13'05"E 384.41'

TRACT TWO
8.50 ACRES
KEITH E. RALPH, ET UX.
VOL. 18023, PG. 42 O.P.R.

5.802 ACRES
GREGORY G. QUERERO AND JEREMY G. QUERERO
VOL. 13162, PG. 50 O.R.

TRACT TWO
6.37 ACRES
MARK NEIL ROBINSON, ET UX.
VOL. 824, PG. 44 O.R.

TRACT ONE
6.004 ACRES
MARK NEIL ROBINSON, ET UX.
VOL. 824, PG. 44 O.R.

S85°32'14"W 1395.61'

6.004 ACRES
JASON LAFOLETTE, ET UX.
VOL. 2929, PG. 179 O.R.

5.999 ACRES
DEBORAH ANN MOORE
VOL. 1452, PG. 280 O.P.R.
(DESCRIBED IN VOL. 2934, PG. 24 O.R)

6.116 ACRES
GERALD R. BONNEAU, JR., ET UX
VOL. 3592,
PG. 198 O.R.

LOT 29A
PEACH CREEK ESTATES
VOL. 4730,
PG. 243

S39°17'26"W 697.33'

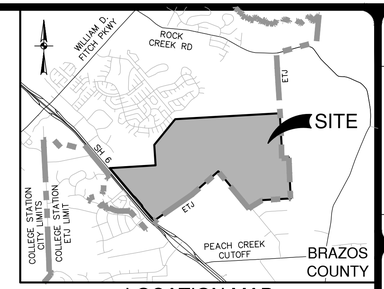
LOT 29B
PEACH CREEK ESTATES
VOL. 4730, PG. 243

2.92 ACRE
ASHRAF LAKHANI
VOL. 8902, PG. 256 O.P.R.

N39°32'44"W 3381.25'

374.89 ACRES
TRACT 1
PHILLIPS 3 LAND HOLDINGS LLC
VOL. 17376, PG. 228 O.P.R.

SOUTHERN POINTE SUBDIVISION
SECTION 106
VOL. 18712, PG. 184 P.R.



LOCATION MAP
NOT-TO-SCALE

SCALE: 1"= 600'
0' 600' 1,200' 1,800'

LAYOUT IS SCHEMATIC AND SUBJECT TO CHANGE

LAST UPDATED: 7/31/2026

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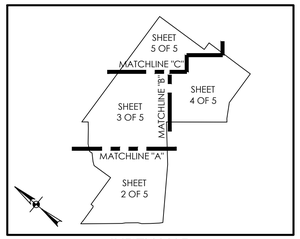
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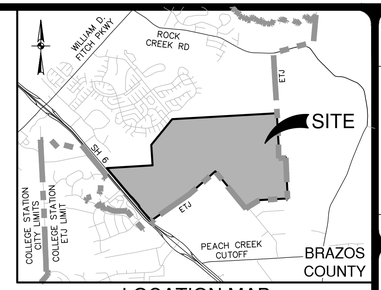
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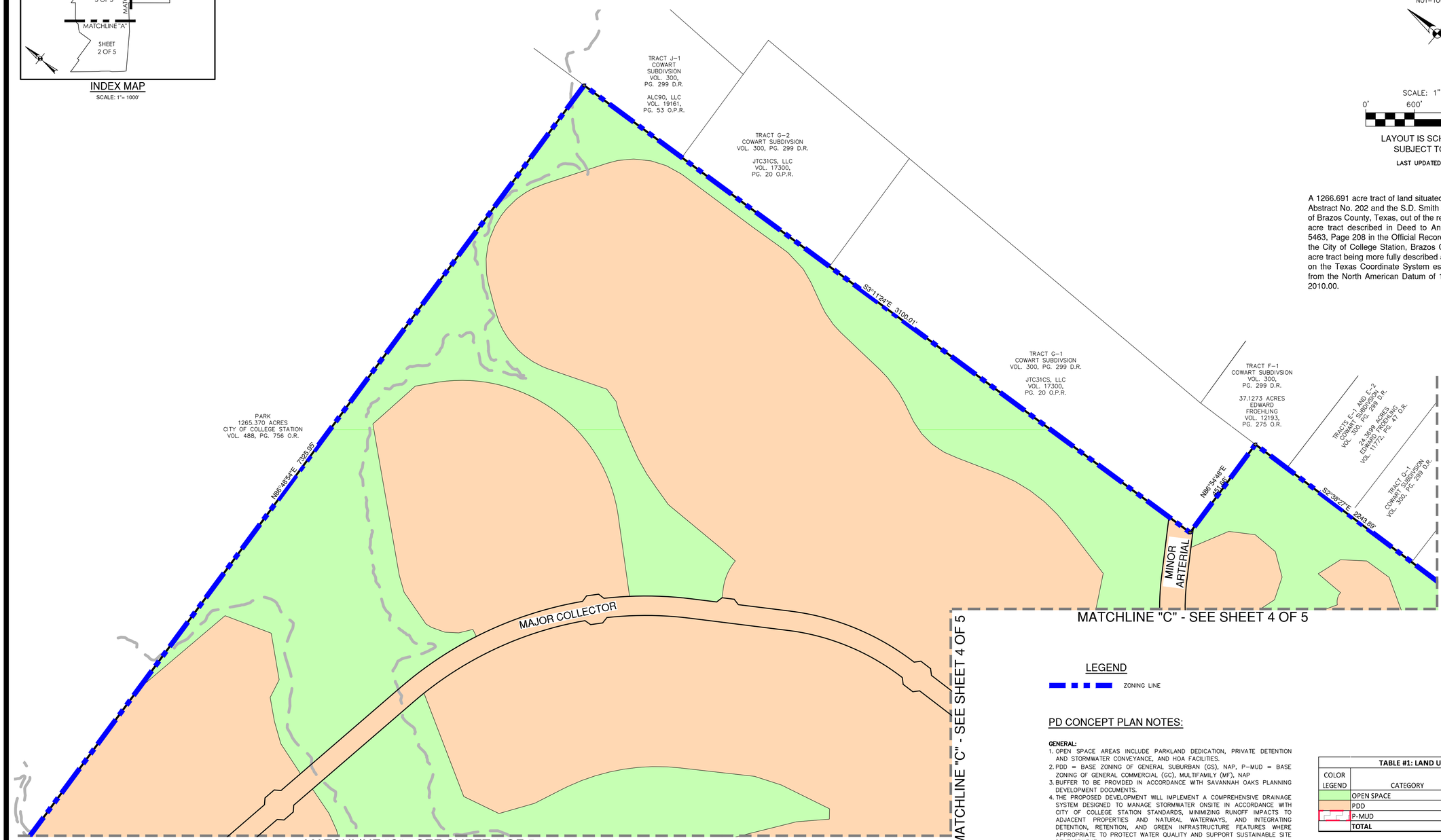
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Savannah Oaks Planned Development

College Station, Texas

ARTICLE 1 — AUTHORIZATION AND PURPOSE

1.1 Authorization. This ordinance establishes the Savannah Oaks Planned Development (SOPD) for the property legally described as a **+/-1,266.691 acre, or 55,177,066 square feet more or less, tract of land situated in the S.W. Roberson Survey, Abstract No. 202 and the S.D. Smith Survey, Abstract No. 210, Brazos County, Texas, out of the remaining portion of the 1282.09 acre tract described in Deed to Animate Habitat, Ltd. in Volume 5463, Page 208 in the Official Records of Brazos County, Texas, in the City of College Station, Brazos County, Texas.** Said 1,266.691-acre tract being more fully described in Exhibit A and depicted in Exhibit B, pursuant to the City of College Station zoning and subdivision authority.

1.2 Purpose. The PD provides a flexible, integrated regulatory framework to implement a master-planned community containing general suburban or single-family residential, townhouse, multifamily and general commercial land uses or districts, with coordinated infrastructure, open space, and design standards that promote walkability, multimodal connectivity, variety of housing, and compatibility with surrounding land uses. The Savannah Oaks Planned Development (SOPD) is intended to improve property utilization by facilitating the highest and best uses, strengthening the area's economy, and promoting the general welfare of the community.

ARTICLE 2 — APPLICABILITY

2.1 Boundaries. This PD applies to all land within the boundary shown on Exhibit B (Concept Plan) and legally described on Exhibit A (Legal Description/ Metes and Bounds).

2.2 Supersession. Where this PD conflicts with the underlying zoning or development regulations, this PD shall control. Where silent, City of College Station Unified Development Ordinance (UDO) shall apply.

ARTICLE 3 — DEFINITIONS

3.1 Terms. Terms defined by City code retain their definitions. Additional key terms: Terms that are not expressly defined below shall have the meanings set forth in the City of College Station Uniform Code of Ordinances (UDO). Terms not defined in either this Savannah Oaks PD or the City of College Station Code of Ordinances shall have their ordinary dictionary meanings, based on the latest edition of Merriam-Webster's Unabridged Dictionary.

A. Buildable Area - lot area excluding required public easements and rights-of way.
B. Construction Field Office - shall mean a temporary building used as an office for supervisory or administrative functions related to the construction of (1) new residential structures within the subdivision in which the Construction Field Office is located or (2) a new commercial development on the tract on which the Construction Field Office is located. A Construction Field Office shall not be used as a residence and shall not be constructed with sleeping facilities. RV's, motor homes, or mobile homes are not permitted or defined as a Construction Field Office.

C. Industrial, Light - Industrial, Light uses shall be limited to operations conducted entirely within an enclosed building and shall not create external impacts including noise, vibration, smoke, dust, odor, glare, or other nuisances detectable beyond the property line.

D. Neighborhood Amenity Centers – The Savannah Oaks Planned Development District may include a variety of private amenity areas owned, maintained, and operated by the Savannah Oaks Residential Association, Inc., or its assigns. These amenity areas are intended to enhance the quality of life for residents and may include, but are not limited to, swimming pools, lazy rivers, water features, fitness facilities, playgrounds, sport courts, trails, and open space gathering areas. Amenity buildings may be developed to accommodate uses such as homeowners' association offices, package locker facilities, meeting and event spaces, and small-scale office space. The private amenity areas are intended to incorporate a wide variety of uses, some of which may not fall within a specific traditional land use classification or zoning category; however, all such uses shall remain consistent with the overall residential character of the development.

E. Patio Home (Zero Lot Line Dwelling): Shall mean a detached, single-family dwelling located on an individual lot where one wall is completely coincident with a side lot line. A patio or side yard shall be oriented toward the opposite side of the dwelling, entirely enclosed by the dwelling's wall, the neighboring dwelling's lot line wall, and/or other fences and walls. Adjoining lots shall not share a common zero lot line. The combined side setback requirements for standard single-family dwellings within Savannah shall be applied entirely to the single non-zero side setback of the patio home.

F. Permitted Subject to Specific Use Standards - A land use that is allowed in a zoning district, but only if it meets additional rules or conditions set by the ordinance (like design, size, or operational requirements).

G. Permitted Uses – all uses permitted by right within the zoning classification specified.

H. Planned Development (PD) – A development approach that permits flexibility in the application of standard zoning district regulations through the adoption of an ordinance establishing a unified plan for development, including land uses, development standards, and design requirements.

I. Planned Development District (PDD) – A zoning district established by ordinance that implements a Planned Development (PD) and provides for customized land use regulations and development standards applicable to a specific geographic area. The PDD ordinance, including all exhibits, shall serve as the governing regulations for development within the district.

J. Planned Mixed-Use District (P-MUD) – A zoning district established by ordinance that provides for an integrated mix of commercial, multifamily, and other compatible land uses within a unified development plan.

K. Primary Frontage/Build-to-line - frontage dimension and minimum setback line along designated streets.

L. Professional Office – shall mean a commercial structure used solely for the provision of executive, management, or legal services. Typical uses include engineering, architectural, and legal offices.

M. Real Estate Sales Center – shall mean uses that serve to provide community information and show and sell dwelling units within the same development. The use may be located within a single-family or multi-family structure, a retail space, an office space or in the Neighborhood Amenity Center. Real Estate Centers are allowed only as part of an on-going residential development.

N. Resort & Resort Amenities - Resort uses shall include lodging facilities and associated amenities designed to serve guests and visitors, including but not limited to recreational, dining, and retail uses.

O. Savannah Oaks Planned Development (SOPD) – The Planned Development District established by this ordinance governing the use and development of approximately 1,266.691 acres of land in the City of

College Station, Texas, as legally described in Exhibit A and depicted in Exhibit B. The SOPD includes all applicable regulations, development standards, permitted uses, and requirements set forth herein and in all associated exhibits, and shall serve as the controlling zoning and development framework for the property.

P. Townhouse: One (1) of a group of no less than two (2), no more than twelve (12), attached dwelling units, with each dwelling unit located on a separate lot and thereby distinguished from condominium units.

Q. Utility - shall mean land, facilities, and infrastructure used for the provision, transmission, distribution, collection, or storage of public or private utility services. This land use includes, but is not limited to, water, wastewater, stormwater, electric, gas, telecommunications, broadband, and similar systems. Utility uses may include treatment plants, substations, lift stations, pump stations, detention and drainage facilities, utility corridors, and related appurtenances, whether publicly or privately owned. Utility uses are permitted throughout the Planned Development District as necessary to serve the development, and may be located within designated tracts, easements, or rights-of-way, subject to applicable design standards, screening requirements, and approval by the City of College Station and all applicable regulations, including the City of College Station Unified Development Ordinance.

Exhibit B: Concept Plan

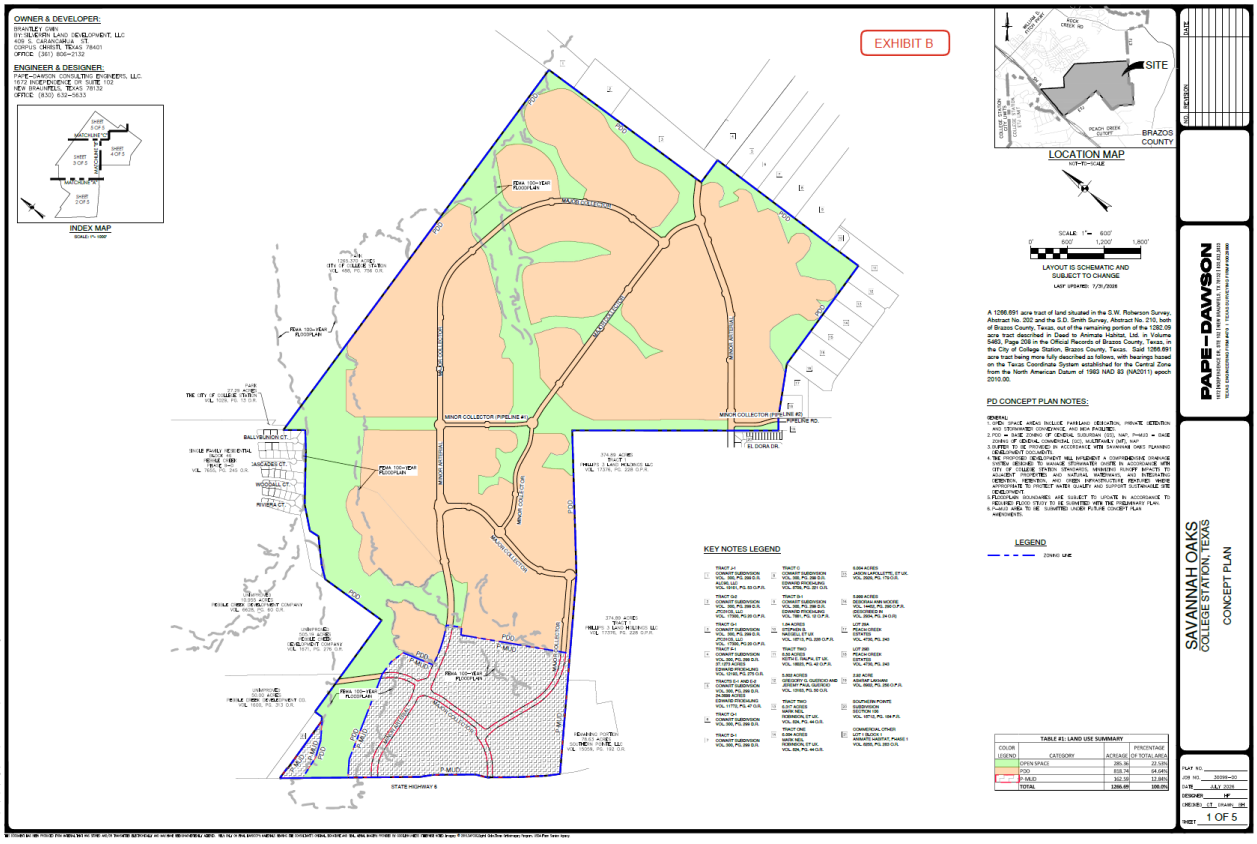
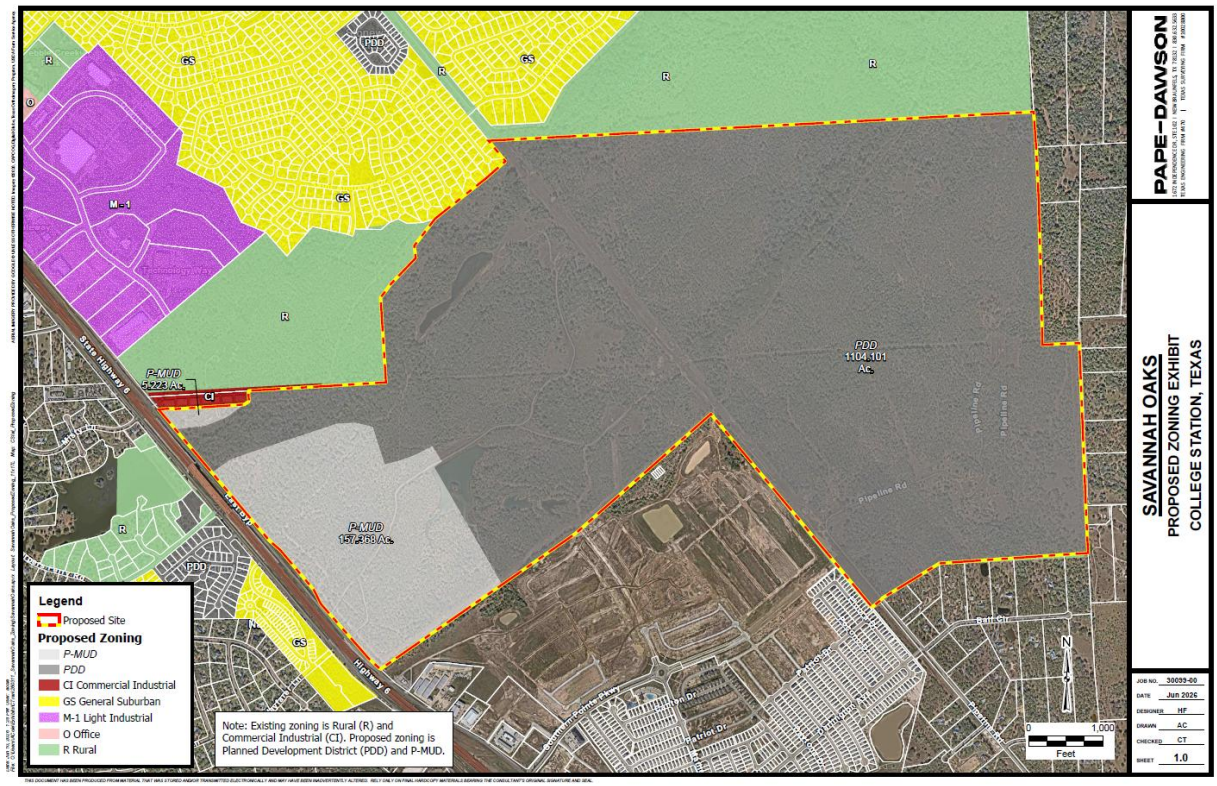


Exhibit C: Proposed Zoning Exhibit



ARTICLE 4 — ZONING AND LAND USE PROGRAM

4.1 The Savannah Oaks Planned Development (SOPD) shall be organized into two coordinating zoning districts. Planned Development District (PDD) and Planned Mixed-Use District (P-MUD) also depicted in the Zoning Map labeled Exhibit C. Each zoning district has distinct purposes, permitted land uses, and standards:

A. Planned Development District (PDD): General Suburban (GS), Natural Areas Protected (NAP) Base Zoning/ Land Use (+/- 1,104.101 acres)

i. Purpose: Provide a regulatory framework for residential neighborhoods and compatible neighborhood-serving uses that emphasize a suburban character.
ii. Applicability: Applies to parcels designated for GS and NAP in the Concept Plan.
iii. Permitted Uses: Detached single-family homes, townhouse, Residential/Neighborhood amenity areas, parks, schools, and civic uses as listed in the PDD Use Matrix.
iv. Standards, Review, & Zoning Categories: Development within the PDD shall comply with the applicable single-family lot, setback, streetscape, dimensional, design, and building form standards set forth in Articles 5–6 and the PDD design review process, unless expressly modified herein. While certain residential uses may be permitted in multiple zoning categories, all development shall comply with the standards of the district in which the property is located unless expressly provided otherwise herein. Townhouse developments within the General Suburban (GS) district may utilize Townhouse (T) district dimensional and development standards only when developed on a designated townhouse tract containing a minimum of four (4) contiguous acres, in which case such tract shall be platted and developed in accordance with all applicable Townhouse (T) district standards.

B. Planned Mixed-Use District (P-MUD): General Commercial (GC), Multifamily (MF), & Natural Areas Protected (NAP) Base Zoning/ Land Use (+/- 162.591 acres)

i. Purpose: Support an integrated mix of commercial, office, multifamily, and civic uses that reinforce walkable, transitable, and activity-oriented corridors along the Hwy 6 frontage and internal mixed-use core.
ii. Applicability: Applies to parcels designated GC, NAP, and any MF uses shown on the Savannah Oaks Land Use Table in Exhibit D.
iii. Permitted Uses: Retail, restaurants, offices, hospitality, medical, entertainment, multifamily residential, and complementary civic/open space uses consistent with the City's P-MUD intent and the PDD Use Matrix.
iv. Mix Requirement: Where developed as P-MUD, the 20% residential / 20% non-residential minimums and 60% flexible mix shall apply (per City UDO P-MUD standards), and submittals must demonstrate compliance.
v. Development Standards: All setbacks, height limitations, landscaping, parking, buffering, and other applicable site development standards shall comply with the requirements of the City Unified Development Ordinance (UDO) for the base zoning or land use within the Planned Mixed-Use District (P-MUD), unless otherwise expressly modified herein.

C. Cross-District Coordination and Administration

i. Unified Master Plan: Both districts are governed by the SOPD Concept Plan (Exhibit B) and shared exhibits (A–H). Phasing, infrastructure, open space, trail connections, and vehicular/pedestrian networks shall be coordinated across districts to ensure functional integration.
ii. Consistency & Conflicts: Where PDD provisions conflict with UDO P-MUD requirements, the more specific provision shall control within the SOPD, except where City code mandates otherwise. Where silent, City UDO and technical standards apply.
iii. Transition & Buffers: Buffer requirements are not required when a P-MUD abuts open space.
iv. Signage & Entries: Entry monuments, wayfinding, and the Master Sign Program shall reflect a unified community identity while allowing differing scale and sign types appropriate to each district (e.g., up to two (2) entry monument signs at major Hwy 6 N entrances as permitted by the PDD sign standards).
v. All multifamily and other residential developments authorized under the P-MUD shall be conclusively deemed to have satisfied all applicable parkland and open space requirements at the SOPD-wide level, provided such requirements are satisfied within the SOPD prior to or concurrent with the development's approval. Compliance may be achieved through dedication to the SOPD-wide park/open-space system, construction of required improvements, or other approved means consistent with City standards, subject to City approval. Once satisfied at the SOPD level, no additional on-site dedication, construction of improvements, maintenance obligation, payment of in-lieu fees for parkland or open space, payment of a Fee in Lieu of Land Dedication, or payment of a Park Development Fee shall be required of the authorized development, except to the extent of obligations expressly reserved in the approved SOPD.
vi. Parkland and open space requirements for multifamily and other residential developments authorized under the P-MUD may be satisfied on an SOPD-wide basis, using parkland dedication and/or improvements provided elsewhere within the SOPD, rather than requiring separate on-site dedication or improvements within the P-MUD area itself. To the extent that SOPD-wide dedication and/or improvements (completed or guaranteed prior to or concurrent with approval of the P-MUD

development) meet or exceed the parkland and open space requirements otherwise applicable to that development under the UDO, those requirements shall be deemed satisfied, and no further on-site dedication, construction, maintenance obligation, in-lieu fee, Fee in Lieu of Land Dedication, or Park Development Fee shall be required for that development, except for obligations expressly reserved in the approved SOPD. If the SOPD-wide dedication and/or improvements are insufficient to fully meet the applicable requirement; whether measured in acreage, improvements, or fees; the development shall remain responsible for the deficiency, which shall be satisfied through additional dedication, improvements, and/or payment of fees in accordance with the UDO.

4.2 Land Use Table. See Exhibit "D" for a full list of Permitted, Permitted Subject to Specific Use and for those not listed shall adhere to City of College Station UDO standards.

A. Notwithstanding the Land Use Table, existing agricultural uses, including but not limited to farming, ranching, or pasturage, shall be permitted to continue on any property that maintains an agricultural valuation (ag exemption) and has not been converted to a different use. Such activities may continue until such time as the property is developed or the agricultural valuation is removed, at which point all uses shall comply with the provisions of this Planned Development District and the City of College Station Unified Development Ordinance (UDO)

EXHIBIT "D" (Savannah Oaks Planned Development Land Use Table)					
Savannah Oaks PD Specific Uses Table					
Zoning	**PDD**		**P-MUD****		
Specific Uses (Base Zoning)	**General Suburban (GS)**	**NAP**	**Multifamily (MF)**	**General Commercial (GC)**	**NAP**
Key: P = Permitted by Right, **P*** = Permitted Subject to Specific Use Standards, ** = District with Supplemental Standards (refer to Standards outlined in the PD and/or Article 5 CS UDO)					
Single-Family Residential					
Residential/ Neighborhood Amenity Area	P	P*			P*
Residential Sales Office/Model Home	P		P		
Single-Family Detached	P				
Single-Unit Dwelling			P		
Multi-Family Residential					
Assisted Living/Residential Care Facility			P	P	
Extended Care Facility/Convalescent Nursing Home			P	P	
Multi-Family			P		
Patio Homes	P		P		
Townhouse	P*		P		
Civic & Institutional					
Educational Facility, College and University	P			P	
Educational Facility, Primary and Secondary	P		P	P	
Government Facilities	P*	P*	P*	P	P*
Health Care, Hospitals				P	
Health Care, Medical Clinics				P	
Parks	P	P	P	P	P
Places of Worship	P*		P*	P	
Office					
Office				P	
Radio/TV Station/Studio				P	
Retail					
Art Studio/Gallery				P	
Car Wash				P*	
Commercial Amusement				P*	
Commercial Garden, Greenhouse, or Landscape Maintenance				P*	
Conference/Convention Center				P	
Country Club	P			P	
Day Care, Commercial				P	
Drive-In/Thru				P	
Fuel Sales				P*	
Golf Course or Driving Range				P*	
Health Club/Sports Facility, Indoor				P	
Health Club/Sports Facility, Outdoor				P	
Hotel				P	
Personal Service Shop				P	
Printing/Copy Shop				P	
Restaurant				P	
Retail Sales - Single Tenant over 50,000 SF				P	
Retail Sales and Service				P*	
Retail Sales and Service Alcohol				P*	
Shooting Range, Indoor				P	
Theater				P	

Other					
Animal Care Facility, Indoor				P	
Industrial, Light				P*	
Micro-Industrial				P*	
Mixed-Use Structure			P		
Open Space	P	P	P	P	P
Parking as Primary Use				P	
Resort and Resort Amenities	P*		P*	P*	
Storage, Self Service				P	
Vehicular Sales, Rental, Repair, and Service				P*	
Wholesale/Services				P*	
Utility	P*	P*	P*	P*	P*
Prohibited Uses					
Adult entertainment and sexually oriented businesses					
Barns or stables for private stock					
Bed and breakfast establishments					
Boarding and rooming houses					
Child care facilities (Class B)					
Courtyard houses					
Credit access businesses					
Dormitories					
Farm or pasturage uses					
Farm product processing					
Fraternal lodges					
Fraternities and sororities					
Funeral homes					
Heavy industrial operations					
Large recycling facilities					
Live-work units					
Manufactured homes					
Medium and small multiplexes					
Outdoor animal care facilities					
Outdoor storage of equipment or materials					
Recreational vehicle parks					
Retail sales for manufactured homes					
Salvage yards					
Scientific testing or research laboratories					
Shared housing					
Storage tanks or cold storage plants					
Tattoo studios					
Truck stops and freight/trucking terminals					
Warehousing and distribution facilities					
Waste services					

Notes:

(a) Any land use not expressly listed in the Savannah Oaks Land Use Table shall be regulated in accordance with the City of College Station Unified Development Ordinance Section 6.4 Specified Use Standards Table.

(b) Items marked with a "P*" indicator are subject to specific use standards. Most specific use standards are established in Section 6.4 of the College Station UDO. For uses not specifically addressed within the UDO, additional use standards are provided below:

Industrial, Light

1. Industrial, Light uses shall be limited to operations conducted entirely within an enclosed building and shall not create external impacts including noise, vibration, smoke, dust, odor, glare, or other nuisances detectable beyond the property line.
2. Permitted activities include assembly, fabrication, processing, packaging, or storage of goods and materials, provided such activities are low intensity in nature and do not involve heavy manufacturing or large-scale industrial operations.
3. No outdoor storage, outdoor processing, or outdoor industrial activity shall be permitted.
4. Truck traffic shall be limited to light delivery vehicles and occasional freight deliveries. Regular heavy truck traffic or distribution hub operations shall not be permitted.
5. All loading, service, and operational areas shall be screened from public rights-of-way and adjacent residential uses in accordance with Article 7, General Development Standards.
6. Uses involving hazardous materials, excessive noise, or high-impact industrial processes, including but not limited to chemical manufacturing, metal smelting, or bulk material processing, shall not be permitted.

Resort and Resort Amenities

1. Resort uses shall include lodging facilities and associated amenities designed to serve guests and visitors, including but not limited to recreational, dining, and retail uses.
2. Resort amenities may include pools, lazy rivers, water features, fitness facilities, courts (including pickleball or tennis), spas, and similar recreational facilities.
3. Accessory uses such as cafes, restaurants, retail shops, and personal services shall be permitted, provided such uses are intended primarily to serve resort guests and are integrated into the overall resort development.
4. All resort activities and amenities shall be designed and operated to minimize impacts on adjacent properties, including noise, lighting, and traffic.
5. Outdoor recreation and activity areas shall comply with applicable buffering and screening requirements in accordance with Article 7, General Development Standards.
6. Setbacks. Where Resort and Resort Amenities uses are developed within the GS General Suburban area, setbacks shall follow the Suburban Commercial Guidelines of the UDO where applicable, except as otherwise modified herein. Where Resort and Resort Amenities uses are developed within the GC General Commercial area, setbacks shall follow the General Commercial Guidelines of the UDO.
7. Building Height. Notwithstanding the thirty-five (35) foot maximum building height otherwise applicable to Suburban Commercial development under the UDO, Resort and Resort Amenities structures within the GS General Suburban area shall be permitted a maximum building height of fifty (50) feet. Resort and Resort Amenities structures developed within the GC General Commercial area shall comply with the building height standards applicable under the General Commercial Guidelines of the UDO.
8. Parking. Off-street parking for Resort and Resort Amenities uses shall be provided in accordance with the UDO's parking standards for "Hotel/Motel", provided that shared parking among resort accessory uses (e.g., dining, retail, recreational amenities) serving primarily resort guests shall be permitted in accordance with Article 7, General Development Standards.

Residential/Neighborhood Amenity Areas

1. Residential/Neighborhood Amenity Areas located within a FEMA-designated or calculated 100-yr floodplain may contain recreational, park, trail, open space, and amenity improvements, provided such improvements are designed, constructed, and maintained to withstand periodic flooding and comply with all applicable federal, state, and local floodplain regulations.

Townhouse

1. Townhouse developments within the General Suburban (GS) district may utilize Townhouse (T) district dimensional and development standards only when developed on a designated townhouse tract containing a minimum of four (4) contiguous acres, in which case such tract shall be platted and developed in accordance with all applicable Townhouse (T) district standards, which are located in SO PD Article 5.1.D and 6.1 (Exhibit E).

ARTICLE 5 — GENERAL SUBURBAN (GS) RESIDENTIAL DEVELOPMENT STANDARDS

5.1 Applicability - All residential development within the Savannah Oaks Planned Development shall be governed by the General Suburban (GS) zoning district, the standards established herein, and within Article 6. Residential product types may include detached single-family dwellings, attached residential dwellings, townhouses, and other residential housing types permitted by Exhibit D and authorized by this Planned Development.

Any development standards not specifically addressed within this Planned Development District (PDD) shall default to the applicable requirements of the City of College Station Unified Development Ordinance ("UDO").

5.2 Lot Flexibility - The PDD shall allow flexibility and adjustment of residential lot dimensions, mix, and configuration through the platting process, subject to the following:

A. Minimum Lot Area. No detached single-family lot shall be less than 5,000 square feet.
B. Standards Preservation. Adjustments shall preserve required open space, access, street connectivity, infrastructure capacities, utility corridors, drainage facilities, and required landscape or buffer areas.
C. Product Type Flexibility. Residential product types may be substituted or mixed within development phases provided that:
    i. The applicable development standards of this Article are satisfied;
    ii. Overall density limitations established herein are not exceeded; and
    iii. The approved land use allocations of the Planned Development are maintained.

5.3 Density Standards

A. Detached Single-Family Development shall not exceed eight (8) dwelling units per gross subdivision acre.
B. Attached Residential and Townhouse Development shall not exceed fourteen (14) dwelling units per gross subdivision acre.
C. For purposes of this Planned Development, Townhouse Development shall mean a residential development consisting of attached dwelling units developed in accordance with the standards contained herein.
D. Any standalone Townhouse Development area shall contain a minimum of four (4) contiguous acres. Individual townhouse buildings may be platted on separate lots provided the overall development area satisfies the minimum acreage requirement.
E. The location, configuration, and acreage of townhouse development areas may be adjusted through the preliminary plat process provided the minimum acreage requirement is maintained and the overall density limitations established herein are not exceeded.
F. Any amendment increasing residential density beyond the limits established herein shall require approval of a Planned Development amendment.

5.4 Cluster Development

A. Authority & Purpose: Cluster (conservation) subdivision techniques are permitted in General Suburban (GS) districts consistent with UDO Article 8 to allow alternative lot layouts that preserve open space, natural features, tree stands, drainageways, and improve connectivity while maintaining permitted density and community character.

B. Density & Minimums: Cluster lots may be smaller than typical lot types (in area and width) than otherwise required in Article 5.2, but in which clustering shall not increase total dwelling units beyond allocations per Article 5.3. Side setbacks and side street setbacks may comply with other setback standards in this PDD respectively.

C. Cluster developments shall be permitted within the PDD subject to compliance with applicable City of College Station UDO cluster development standards, including but not limited to minimum common open space requirements. A minimum of twenty-five percent (25%) of the gross acreage of each cluster development shall be provided as common open space, with at least thirty percent (30%) of the required open space consolidated in one contiguous area, unless otherwise expressly modified herein. Required open space and parkland obligations may be satisfied at the development-wide level across the PDD rather than within each individual subdivision, provided the cumulative open space and

parkland meet or exceed all applicable UDO and PDD requirements, serve the residents of the applicable cluster areas, and are permanently protected through plat, easement, covenant, or HOA ownership.

D. Design, Infrastructure & Services: Cluster layouts must provide safe, accessible street and pedestrian networks, adequate utility and drainage corridors, and emergency vehicle access. Reduced lot dimensions may require modified setbacks or building envelopes to ensure privacy, light, and serviceability; such modifications shall be reviewed administratively per Article 12. Service, parking, and access arrangements must meet City technical standards.

E. Review & Approval: Cluster proposals must include a conceptual cluster plan at sketch/preliminary plat submittal showing lotting, conserved/open space, trails, access, utilities, and how UDO Article 8 and PDD objectives are met. The PDD Administrator may approve cluster plans administratively if consistent with this PDD, the UDO, and City technical standards. Proposals that alter density, reduce required open space below PDD minimums, or change primary access require a PDD amendment per Article 12.

F. Maintenance & Restrictions: All preserved open space, parks, stormwater BMPs, and conservation tracts created through clustering must have recorded maintenance obligations, allowed uses, and restrictions (HOA or similar) to ensure permanent protection and compliance with City and PDD requirements.

5.6 Accessory Structures - Accessory structures shall comply with UDO Section 6.5 unless otherwise modified by this Planned Development

ARTICLE 6 — GENERAL SUBURBAN (GS) RESIDENTIAL STANDARDS

6.1 RESIDENTIAL DEVELOPMENT STANDARDS (base standards):

Residential Development Standards (Exhibit E)		
Savannah Oaks Residential Zoning Districts and Standards		
	General Suburban (GS)	
	Single Family Residential	Townhouse
Min. Average lot Area per Dwelling Unit	5,000 SF	N/A
Absolute Min. Lot Area per Dwelling Unit	5,000 SF	1,800 SF
Min. Lot Width	50'	N/A
Min. Lot Depth	100'	N/A
Min. Front Setback	25' (a) (b)	15'

Max. Front Setback	N/A	N/A
Min. Side Setback	5'	5' (c) (d)
Min. Side Street Setback	10'	10'
Max. Side Street Setback	N/A	N/A
Min. Rear Setback	20'	10'
Max. Impervious Cover	65%	85%
Max. Height	35'	35'
Min. Number of Stories	N/A	N/A
Max. Dwelling Units/Acre (Subdivision Gross)	8	14
Min. Dwelling Units/Acre	N/A	N/A

Notes:

(a) Minimum front setback may be reduced to fifteen (15) feet when approved rear access is provided, or when side yard or rear yard parking is provided.

(b) Front setback applies to primary building face including front facing garage; front porches may encroach 5’ over the min. front setback line or may be reduced to a 20’ front setback on or at cul-de-sac frontage lots respectively.

(c) Zero lot line construction of a townhouse residence is allowed where properties on both sides of a lot line are owned and/or developed simultaneously by a single party.

(d) Townhouses may be developed in attached groups or clusters. Each complex shall be considered one building for setback purposes. A minimum side setback of five (5’) feet shall be required only from the outermost side walls of each townhouse complex to adjacent lot lines or separate townhouse complex. No side setback shall be required between individual attached dwelling units within the same complex where units share common party walls.

(e)Public, civic, and institutional structures shall have a maximum building height of fifty (50) feet in these districts, except for non-occupied structures that may exceed the roof line by 25’, such as church steeples, radio towers, etc.

ARTICLE 7 — RESIDENTIAL/NEIGHBORHOOD AMENITY AREA(S)

7.1 The Savannah Oaks Planned Development District may include a variety of private amenity areas owned, maintained, and operated by the governing Property Owners Association (POA). These amenity areas are intended to enhance the quality of life for residents and may include, but are not limited to, swimming pools, lazy rivers, water features, fitness facilities, playgrounds, sport courts, trails, and open space gathering areas. Amenity buildings may be developed to accommodate uses such as homeowners' association offices, package locker facilities, meeting and event spaces, covered sports courts and small-scale office space.

The private amenity areas are intended to incorporate a wide variety of uses, some of which may not fall within a specific traditional land use classification or zoning category; however, all such uses shall remain consistent with the overall residential character of the development.

All improvements and uses shall comply with applicable health, safety, and building standards as required by the City of College Station.

Limited neighborhood-serving commercial uses may be permitted within designated amenity areas, including coffee shops, cafés, sandwich shops, and similar low-intensity establishments, provided such uses are compatible with the development and subject to City approval.

7.2 Private Amenity Parking - Private amenity facilities within Savannah Oaks are intended to serve residents and their guests. Passive recreation amenities, including trails, greenways, open space areas, pocket parks, playgrounds, picnic areas, community gardens, dog parks, pavilions, and similar low-intensity outdoor uses, shall not require dedicated off-street parking.

A. Active recreation amenities, including pools, clubhouses, recreation centers, fitness facilities, event spaces, and similar structured or higher-intensity gathering-oriented uses, shall provide a minimum of fifteen (15) off-street parking spaces per amenity area. Where multiple active recreation amenities are located within a common amenity area or are served by a shared parking area, the minimum parking requirement shall not be cumulative. Where a facility shares characteristics of both categories, the passive classification shall govern unless the facility contains a pool, indoor fitness space, or enclosed event venue.
B. In addition, active recreation amenities shall collectively provide a minimum development-wide parking supply equal to three (3) percent of the total number of dwelling units approved through recorded final plats within the Planned Development. Required parking may be distributed among multiple amenity locations, provided through shared parking areas, and constructed incrementally as development occurs. Parking spaces provided in excess of the minimum requirement for any individual amenity area may be credited toward the overall development-wide parking requirement.
C. Off-street parking areas serving Residential/Neighborhood Amenity Areas shall utilize standard city approved paving materials (concrete) for all fire lanes, dumpster and loading pads, and ADA-accessible parking spaces and access routes, consistent with applicable City fire access and ADA requirements. For standard, non-ADA individual parking spaces within these areas, alternative materials: including but not limited to crushed granite, decomposed granite, or stabilized aggregate surfaces, may be proposed to complement the natural character of the amenity area, subject to review and approval by the City at the time of site plan, upon submittal of justification demonstrating that the proposed material provides adequate durability and stability to accommodate the anticipated parking demand. All parking areas, regardless of material, shall comply with applicable fire access requirements and ADA accessibility standards.

ARTICLE 8 — P-MUD STANDARDS

8.1 All General Commercial (GC) and Multifamily (MF) (Base Zoning) Use Standards shall comply with Article 4 of this PD Document; all other standards are set by the City of College Station UDO.

ARTICLE 9 — PARKING, CIRCULATION, AND ACCESS

9.1 Single-Family Residential Parking: 1 space/ bedroom, with a minimum of 2 spaces, 4 total spaces per unit max; Garage spaces shall count towards requirements if they meet minimum dimensional standards.

9.2 Townhouse: 1 space/ bedroom, with a minimum of 2 total spaces per unit. Garage spaces shall count towards requirements if they meet minimum dimensional standards.

9.3 Commercial Parking: Base ratios per City code; shared parking analysis may reduce required stalls.

9.4 Multifamily Parking: 1 Bedroom Unit = 1.5 space/bedroom, 2+ Bedroom Unit = 1 space/bedroom; bicycle parking shall be 0.5 spaces/ bedroom

9.5 Street Design.

A. Internal residential streets shall comply with the B/CS Unified Design Guidelines as adopted at the time of Planned Development approval. and shall maintain a minimum pavement width of twenty-seven (27') feet, measured back-of-curb to back-of-curb, which reflects the current standard.
B. Roadway and Thoroughfare design per B/CS Unified Design Guidelines as adopted at the time of SOPD approval and/or Typical Roadway Cross Sections in Exhibit G.

9.6 Modified Subdivision Connectivity and Access Standards. The following modified connectivity and access standards shall apply within the Savannah Oaks Planned Development in lieu of conflicting provisions of the Unified Development Ordinance ("UDO"):

A. Street Connectivity. Subdivisions exceeding two hundred (200) lots shall require a minimum of two (2) street connections to external roadways or adjacent development tracts. The standard requirement for three (3) street connections otherwise applicable under the UDO shall not apply within the Savannah Oaks Planned Development.

B. Block Length. Maximum block lengths may be increased from one thousand two hundred feet (1,200') to approximately one thousand seven hundred and fifty (1,750') and shall not apply to such blocks that are adjacent to or bordered by open space corridors, parks, greenbelts, drainage corridors, or thoroughfares, as approved through the platting process.

C. Access Ways. Required pedestrian or vehicular access way spacing may be increased from nine hundred feet (900') to correspond with the modified block length standards permitted within the Savannah Oaks Planned Development.

D. Cul-de-Sac Access Ways. Pedestrian or access way connections at the terminus of internal residential cul-de-sacs shall not be required unless otherwise determined necessary by the City for emergency access or public safety.

ARTICLE 10 — PARKS, OPEN SPACE, TRAILS, RECREATION, AND ENVIRONMENTAL

10.1 Purpose and Integration. The Savannah Oaks Park System shall provide an integrated network of parkland, open space, and trails designed to meet the recreational needs of residents and visitors. The system shall incorporate both public and private parks, interconnected through greenbelt trails, sidewalks, and roadways to ensure cohesive connectivity throughout the Planned Development.

Trails shall function as the primary connectivity framework, expanding both usable and visual open space and providing multiple access points throughout the development. The park system is intended to blend seamlessly with adjacent residential and commercial uses, reinforcing community identity, wellness, and a sense of place.

10.2 Park Classifications.

A. Improved Parks.
Improved Parks shall include designated tracts that are graded and developed with constructed facilities and amenities intended to support recreation, civic gathering, and structured play. Such parks may include playground equipment, shade structures, seating, lighting, and similar improvements.

B. Natural Parks.
Natural Parks shall include designated tracts intended for the preservation and enhancement of natural features, including existing topography, vegetation, floodplain areas, and wildlife habitat. These areas shall be limited to low-impact recreational uses such as trails and minor improvements that complement the natural environment.

10.3 Ownership, Maintenance, and Dedication.

A. Pre-Dedication Maintenance. Until formal dedication is accepted by the City, all park tracts, trail segments, amenities, irrigation systems, and landscaping shall be owned and continuously maintained by the Property Owners Association (POA) and/or their assigns at no cost to the City.

B. Transfer Upon Dedication. Upon acceptance of a dedication by the City, all maintenance obligations for the dedicated park tracts and trail segments shall transfer to and become the sole responsibility of the City. The Developer and POA shall have no further maintenance obligation for any dedicated tract unless otherwise agreed to in a separate written maintenance agreement executed at the time of dedication.

C. Dedication Identification. A tract-by-tract identification of which park tracts and trail segments are proposed for dedication to the City, and which are proposed to remain under POA maintenance, shall be provided at the time of Preliminary Plan and noted on Exhibit F (Park Map).

D. Dedication Review and Acceptance. Any proposed dedication of parkland to the City shall be subject to review and acceptance by the City in accordance with applicable City procedures and standards in effect at the time of dedication, including, where applicable, recommendation by the Parks and Recreation Advisory Board and approval by the Planning and Zoning Commission as required under UDO Section 8.8.D.5.a.

10.4 Connectivity. The Savannah Oaks trail and shared use path network shall consist of a connected hierarchy of trails, including interior residential neighborhood trails and sidewalks, P-MUD District trails and sidewalks, park trails, and shared use paths. The network shall provide continuous connections between parks, open spaces, residential areas, and commercial districts to ensure safe, accessible, and integrated pedestrian and bicycle circulation throughout the Planned Development while supporting the City's regional network.

A. Interior Residential Neighborhood Trails and Sidewalks. Sidewalks and/or trails shall be provided at a minimum width of five feet (5') on both sides of residential streets and constructed to City standards.

B. P-MUD District Trails and Sidewalks. Sidewalk and trail systems within commercial areas shall be provided in accordance with the Savannah Oaks Commercial Guidelines and shall reflect the specific land uses, including retail, office, and multifamily. Such sidewalks and trails shall be a minimum of five feet (5') in width and constructed to City standards.

C. Improved Park and Natural Park Trails. These trails shall range from five feet (5') to ten feet (10') in width and shall be constructed in phases consistent with development phasing. Trails may be constructed using a variety of materials, including but not limited to concrete, asphalt, crushed stone, decomposed granite, soil cement, natural soft surface materials, mulch/wood chips, or boardwalk structures. The maintenance of all trail segments, including surface repairs, drainage, and vegetation management, shall be the sole responsibility of the POA, except where a trail segment is located within land dedicated to and accepted by the City, in which case maintenance responsibility shall transfer to the City upon such dedication and acceptance. Prior to construction of any trail segment, the Developer shall submit the proposed trail route, alignment, and materials to the City for review and approval.

D. Shared Use Paths. Shared use paths shall be constructed as ten-foot (10') wide paths located on both sides of designated roadways, where applicable, and along routes designated within the Bicycle, Pedestrian, and Greenways Master Plan. Shared use paths along roadways shall be installed concurrently with roadway construction, located within the public right-of-way, and may meander within that right-of-way subject to applicable setbacks from back of curb and adjacent landscape areas. All shared use paths shall be constructed in accordance with City standards.

10.5 Parkland Dedication Requirements. Parkland dedication requirements shall be determined in accordance with Section 8.8 of the City of College Station Unified Development Ordinance, except as expressly modified by this PD. Where this PD conflicts with UDO Section 8.8, the provisions of this PD shall control. All other UDO Section 8.8 requirements not expressly modified herein shall remain in full effect.

A. Base Dedication Standard. Parkland dedication requirements within the Savannah Oaks Planned Development shall be calculated in accordance with Section 8.8 of the UDO, including a dedication rate of one (1) acre of parkland per forty-eight (48) single-family dwelling units and one (1) acre per eighty-three (83) multifamily bedrooms. For phased or mixed-use portions of the development, the City and Developer may apply dedication requirements on a cumulative and proportional basis across the overall Planned Development to account for phased timing and the unified park and trail system established herein.

B. Floodplain Credit. Floodplain and floodway areas may be credited toward parkland dedication at a ratio of three (3) acres of floodplain equaling one (1) acre of parkland, subject to acceptance by the City and compliance with applicable park standards.

C. Contiguous Park System. For purposes of parkland dedication, park areas separated by a public roadway shall be considered a single contiguous park system where the tracts are directly aligned across

the roadway and connected via a planned pedestrian crossing and continuous trail network. Such combined areas shall be treated as a unified park space meeting the City's objective for usable, connected parkland.

D. Credit for Previously Dedicated Parkland. Parkland previously dedicated to the City or to the POA in connection with any prior phase of the Savannah Oaks Planned Development shall be credited toward the parkland dedication requirements of subsequent phases on a cumulative basis, such that excess dedication from an earlier phase reduces or eliminates the obligation of a later phase. Credits shall be tracked and applied during the platting process for each subsequent phase using the per-acre valuation methodology established within this Planned Development.

E. No Additional Fees. The Developer shall not be required to pay separate parkland dedication fees, park development fees, or other park-related exactions for areas where land has been dedicated or park improvements have been constructed by the Developer in accordance with this Planned Development.

10.6 Phasing and Construction of Park Improvements.

A. Phased Installation. Park improvements and amenities shall be installed in phases to serve each phase of development, ensuring that recreational facilities are available concurrent with or prior to the delivery of lots, building permits, or certificates of occupancy, as required by the City.

B. Phasing Flexibility. For any phase in which a park tract is not yet constructed at the time of final plat approval, the Developer may satisfy the applicable parkland improvement obligation through previously constructed park improvements within the Planned Development, credited on a cumulative basis. Park improvement credits generated by construction in advance of or in excess of phase minimums shall carry forward and may be applied to reduce obligations in future phases.

C. Developer Financial Responsibility. The Developer shall be responsible for the design, engineering, site preparation, permitting, and construction of all parkland and open space within the Savannah Oaks Planned Development, including both Improved Parks and Natural Parks, whether intended for private use or future public dedication. Under no circumstances shall the City be financially responsible for the initial costs that may include construction, installation of amenities, and/or landscaping within designated park tracts.

D. City Standards. All park improvements shall be constructed in strict accordance with the approved Site Plan, the City of College Station UDO, and current construction standards established by the City's Parks and Recreation and Public Works departments.

10.7 Amenity Planning and Park Board Review.

Prior to construction of each Improved Park intended for public dedication, the Developer shall submit a proposed amenities list and conceptual illustrations to the Parks and Recreation Advisory Board for review. The amenities list shall be consistent with the City's Park Facility and Equipment Standards. In preparing the amenities list, the Developer shall coordinate with the City's Parks Director, who shall provide guidance on community priorities informed by the current Parks Master Plan update. Final amenities for each park shall be developed in consultation with the Parks Director prior to Advisory Board review.

Improved Parks within the development may include, but are not limited to, the following amenities: playgrounds and play structures, pavilions and shade structures, picnic tables and seating areas, benches, trash receptacles, bicycle racks, pet waste stations, open lawn and passive recreation areas, multi-use courts, fitness stations, splash pads or water play features, restroom facilities, trails, shared-use paths, trailhead signage and wayfinding, lighting, landscaping, and other recreational improvements as approved by the City. The specific amenities, locations, and quantities for each park shall be determined at the time of park construction and shall be subject to City review and approval. The Developer reserves the right to modify, substitute, or add amenities within each park provided the overall recreational intent of the park is maintained.

10.8 Private Amenity Credit.

Private recreational amenities constructed within the SOPD and owned and maintained by the POA shall receive credit up to fifty percent (50%) of the applicable parkland improvement obligation. This provision expressly supersedes the twenty-five percent (25%) private amenity credit limitation otherwise established by the City of College Station UDO. The remaining percentage is retained for deposit in the City's parkland dedication fund for the purpose of defraying the financial burden that new residential units impose on the existing public park system in the city, beyond the immediate development in which the dwelling is located.

Eligible improvements may include, but are not limited to, splash pads, playgrounds, sports courts, pickleball courts, event lawns, covered gathering areas, trails, parking areas, drainage improvements, landscaping, lighting, and other facilities necessary to support the use and operation of recreational amenities serving residents of the Planned Development.

Credit shall be based upon the total documented construction cost of eligible improvements, including all site development costs, supporting infrastructure, general conditions, contractor overhead and profit, and other customary project costs directly associated with the design and construction of such improvements.

A. Availability of Private Amenity Credit. The purpose of this Section is to encourage the development of public park improvements before or concurrently with the construction of private recreational amenities while preserving the flexibility necessary for phased development. Private amenity credit shall become available upon the Developer demonstrating compliance with the intent of this Section through one or more of the following:
    i. Completion and City acceptance of the initial public park improvements identified for the applicable phase;
    ii. Posting of a performance bond, letter of credit, or other financial assurance acceptable to the City securing completion of the remaining required public park improvements identified for the applicable phase; or
    iii. Another phasing or financial assurance mechanism approved by the City that provides substantially equivalent assurance that the required public park improvements identified for the applicable phase will be completed.

Private amenity credit earned more than or in excess of the amount that may be applied within a particular phase, whether due to the fifty percent (50%) limitation or the timing of public park improvements, shall be carried forward and remain available for application to subsequent phases in accordance with this Article.

10.9 Conceptual Nature of Exhibits and Administrative Modifications.

A. Conceptual Alignment. The locations, dimensions, acreage, and alignments of the Improved Parks, Natural Parks, and trail networks depicted on Exhibit F (Conceptual Park and Trail Map) are conceptual

and illustrative in nature, representing the general intent and proposed connectivity of the park system at the time of zoning.

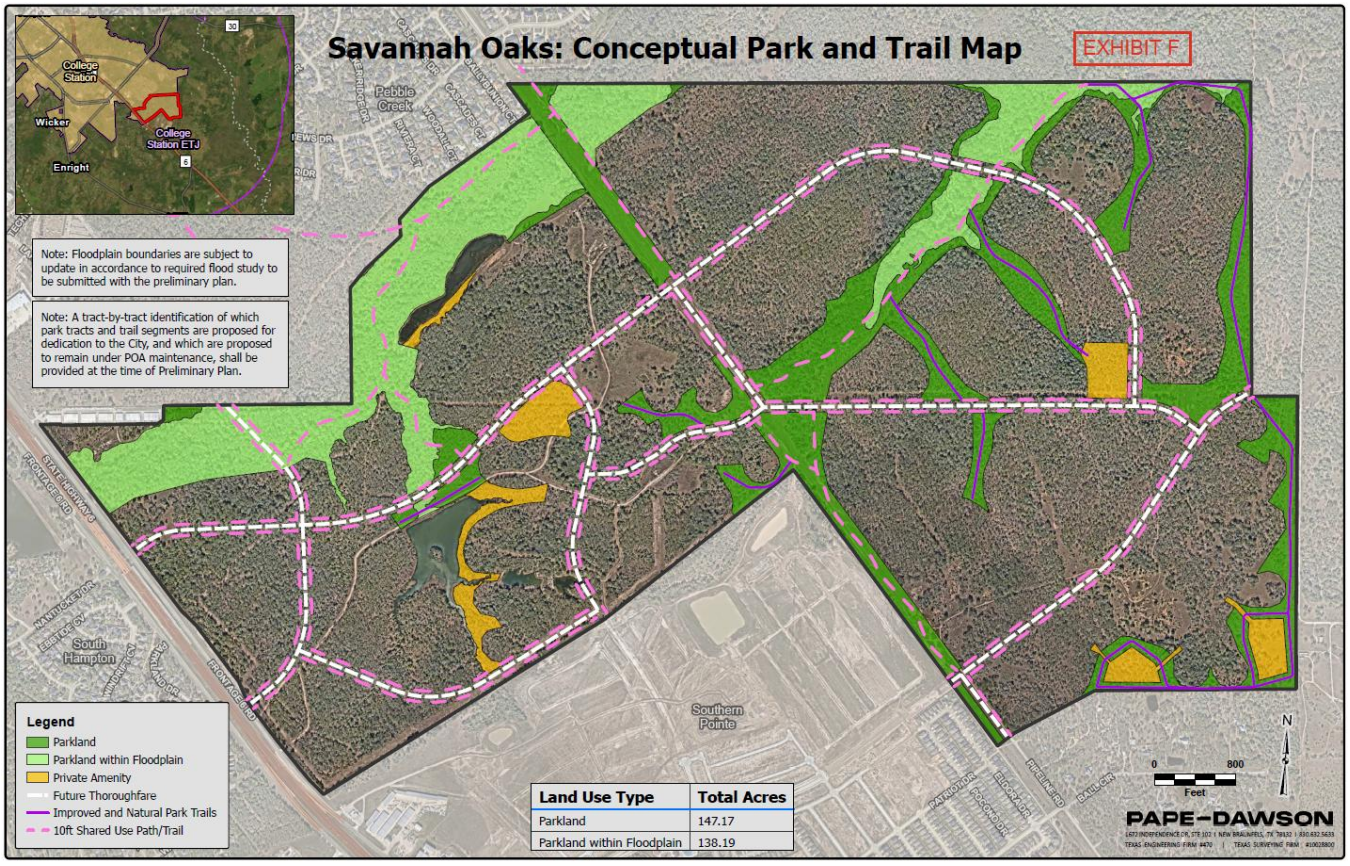
B. Allowance for Modification. As detailed engineering, surveying, and site design occur, adjustments to the park system will be necessary. To accommodate final grading, drainage requirements, tree preservation, utility alignments, and final right-of-way locations, the Developer may modify the exact size, shape, boundaries, and locations of individual park tracts without requiring a formal amendment to this Planned Development.

10.10 Environmental Protection.

Development within the Savannah Oaks Planned Development shall incorporate the following environmental measures:

Existing significant trees and natural drainageways shall be preserved where feasible and incorporated into the park and open space system.

All grading and construction activities shall comply with applicable state and City stormwater quality requirements, including erosion and sediment control measures during construction.



ARTICLE 11 — LANDSCAPING, IRRIGATION, BUFFERING, AND LIGHTING

11.1 On-Site Irrigation Water

A. Uses permitted: Landscaped areas, parks, greenbelts, medians, trails, and other open-space areas within the SOPD may be irrigated using on-site sources (permitted wells and/or on-site ponds/lakes) provided irrigation is limited to areas inside the SOPD and water is not sold or supplied off-site.
B. Permits & compliance: All wells, pond withdrawals, and irrigation systems must obtain applicable City, state, and groundwater-district permits and comply with TCEQ and City requirements (including backflow prevention and cross-connection control).
C. Environmental safeguards: Irrigation withdrawals must not impair required stormwater detention, drainage functions, or critical vegetation; designs must demonstrate no adverse hydrologic impacts.
D. System requirements: Non-potable supplies require appropriate filtration/treatment, metering/monitoring as required by the City, and incorporation of water-efficient controls (e.g., smart controllers, moisture sensors).
E. Equipment & maintenance: Pumps, piping, and related equipment shall be sited and screened to minimize impacts. Operation, maintenance, insurance, and recorded access/maintenance obligations are the responsibility of the developer/POA/HOA.

11.2 Parking Lot Landscaping. Per city UDO.

11.3 All exterior lighting shall adhere to current City of College Station standards and ordinances. Fixtures shall be directed to minimize light spill and glare into adjoining properties. Provide pedestrian-level lighting in GS & GC corridors per city requirements. Any lighting that may be installed on Greenbelts and/or trails will be mitigated or held at a minimum to lessen environmental impact on natural habitat. Detailed lighting plans demonstrating compliance with lumen caps, cutoff requirements, and photometric analysis may be submitted with site plan or construction documents if applicable.

ARTICLE 12-TANGIBLE COMMUNITY BENEFITS (Also attached as Exhibit H)

12.1 Community Benefits

A. Increase landscape buffer planting requirements by 50% beyond UDO Section 7.7 minimums between P-MUD uses adjacent to Single Family Residential.

i. Savannah Oaks will increase required landscape buffer planting standards by fifty percent (50%) beyond the minimum requirements of Section 7.7 of the UDO. This enhancement applies to all required canopy trees, non-canopy trees, and shrub plantings within buffer, resulting in a significantly denser and more effective vegetative screen than required by code. The increased planting quantities improve year-round opacity, enhance visual separation between land uses, and strengthen compatibility with P-MUD uses adjacent Single Family Residential Where existing natural vegetation is present and meets UDO standards, it will be preserved and credited toward buffer requirements, with supplemental plantings provided as necessary to achieve the enhanced standard.

Buffer Planting Requirements (+ 50% Enhancement)		
P-MUD Uses -General Commercial (GC) and Multifamily (MF) Adjacent to Single Family Residential		
Category	**UDO Requirement (Sec. 7.7)**	**Savannah Oaks (+ 50% Enhancement)**
Canopy Trees	1 per 25 LF (min. 2” caliper)	1 per ~16 LF (min. 2” caliper)
Non-Canopy Trees	1 per 15 LF (min 1.25” caliper) or shrub substitution	1 per 10 LF (min. 1.25" caliper) or equivalent substitution
Shrubs	1 per 3 LF (min. 5-gallon, 3' height)	+50% quantity (min. 5-gallon, 3' height, increased evergreen mix)
Vegetation Character	Standard buffer planting per UDO	Increased density, layered planting for improved screening

*Landscape buffers between different land use areas within the P-MUD district (MF and GC) will adhere to UDO standards

B. Increase landscape buffer widths by 50% beyond UDO Section 7.7 minimums between General Commercial (GC) uses adjacent to General Suburban (GS) and Multi-Family (MF) uses adjacent to Single Family Residential.

i. Savannah Oaks will increase required buffer widths by fifty percent (50%) beyond the minimum standards of Section 7.7 of the UDO. This results in greater physical separation between differing land uses, improving the effectiveness of buffering for noise, lighting, and visual impacts. General Commercial (GC) uses adjacent to Single Family Residential will increase from 15 feet to approximately 22.5 feet, and Multi-Family (MF) adjacent to Single Family Residential will increase from 10 feet to 15 feet. When combined with enhanced planting requirements, these expanded buffer areas provide a more substantial and effective transition between land uses than is required under the UDO.

Buffer Width Requirements (+ 50% Enhancement)		
General Commercial (GC) Adjacent to Single Family Residential		
Category	**UDO Requirement**	**Savannah Oaks (Enhanced)**
Buffer Width	15 feet	22.5 feet
Screening	Wall required (6 ft)	Wall maintained (6 ft)
Separation Function	Standard separation between uses	Increased separation for improved noise, lighting, and visual mitigation
Buffer Character	Narrow landscaped buffer strip	Expanded transition zone with increased landscape depth

Buffer Width Requirements (+ 50% Enhancement)		
Multifamily (MF) Adjacent to Single Family Residential		
Category	**UDO Requirement**	**Savannah Oaks (Enhanced)**
Buffer Width	10 feet	15 feet
Screening	Fence required (6–8 ft)	Fence maintained (6–8 ft)
Separation Function	Standard transitional buffer	Enhanced separation improving privacy and compatibility
Buffer Character	Minimal Separation Zone	Expanded landscaped transition area

*Landscape buffers between different land use areas within the P-MUD district (MF & GC) will adhere to UDO standards

ii. Natural Vegetation Buffer Alternative

a. Savannah Oaks may utilize existing natural vegetation as an alternative to standard buffer yard improvements where such vegetation meets the performance standards of Section 7.7 of the UDO. Natural vegetation may be credited in lieu of required buffer plantings and screening (fences or walls) provided that it consists of a healthy mix of canopy and understory trees and is of sufficient density to achieve a continuous visual screen.

b. To qualify, existing vegetation must provide sufficient opacity to screen views to a height of six (6) feet, as documented through a site assessment. Vegetation used in lieu of standard buffer requirements shall be preserved and protected in accordance with the UDO Landscaping and Tree Protection standards.

c. Where existing vegetation does not fully satisfy required buffer standards, supplemental plantings will be installed to meet UDO requirements, including any applicable enhanced standards associated with the Savannah Oaks PD. This approach allows for the integration of high-quality natural features into the buffer design while ensuring consistent compliance with performance-based screening objectives.

d. The natural vegetation buffer alternative is preferred because it provides a more effective and sustainable form of buffering than fully constructed improvements. Existing mature vegetation, when preserved and enhanced, offers superior long-term visual screening through layered canopy and understory coverage while also delivering environmental benefits such as improved stormwater infiltration, reduced heat island effects, and preservation of existing ecosystems. This approach allows buffers to respond to existing site conditions rather than replacing them with uniform planted or constructed elements, resulting in more context-sensitive transitions between land uses. In addition, reliance on established vegetation reduces long-term maintenance needs and supports the preservation of mature tree stands that cannot be readily replaced, ultimately producing a higher-quality and more compatible edge condition than standard buffer yard installations alone.

C. Increase landscaping point requirements by 10% for all non-residential and multi-family development within the P-MUD, with existing protected canopy trees credited toward the increased point total per UDO Section 7.6.C.5.

i. Higher point thresholds produce more diverse, higher-quality planting schemes rather than minimum-compliant box-checking. Crediting existing protected canopy incentivizes preservation of mature trees, the most ecologically valuable landscape assets on any site, rather than clearing and replanting.

D. Meet Non-Residential Architectural Standards building material requirements on all primary entrance facades and facades facing a public right-of-way; facades not facing ROW or public park shall meet a minimum of 10% qualifying material coverage.

i. Savannah Oaks will voluntarily comply with the Non-Residential Architectural Standards Subsection of Article 7 as a community benefit, applying these standards to all applicable non-residential development within the SOPD. This includes the use of durable, high-quality exterior materials such as masonry, brick, stone, or comparable approved finishes, as well as compliance with façade articulation requirements intended to reduce blank wall conditions and enhance architectural interest. These standards shall not apply to private amenity areas.

ii. All non-residential buildings, including General Commercial (GC) areas within the P-MUD, will incorporate architectural detailing consistent with Article 7 standards, including material variation, façade modulation, and other design elements that promote visual quality and pedestrian-scale development. By voluntarily adopting these standards, Savannah Oaks ensures a higher level of architectural design consistency and durability than would otherwise be required, enhancing compatibility with surrounding General Suburban (GS) uses and elevating the overall character of the development.

E. Prohibit internally illuminated cabinet or box signs located within 200 feet of a General Suburban base zoning district or use, as measured from the sign location to the nearest property line of such district or use; halo-lit, externally lit, and non-illuminated signs permitted without restriction.

i. Cabinet signs produce the highest light bleed and glare of any commercial sign type. Within 200 feet of residential uses, they create direct nuisance, particularly at night. Permitting halo-lit, externally lit, and non-illuminated alternatives without restriction preserves full commercial identity flexibility while eliminating the specific sign type most harmful to residential adjacency.

F. All required canopy trees per UDO, within Savannah Oaks, shall be 100% Texas native species.

i. Native canopy trees are climate-adapted, require less irrigation and maintenance once established, support local pollinators and wildlife corridors, and have higher long-term survival rates in Central Texas conditions. Committing 100% native species creates a cohesive, regionally appropriate tree canopy that performs better and costs less to maintain over time.

G. All irrigated common areas, parks, medians, and greenbelt areas shall use smart irrigation controllers.

i. Smart controllers adjust watering schedules based on real-time weather and soil conditions, typically reducing outdoor water consumption by 20–50% compared to timer-based systems. In a region facing

increasing drought pressure and municipal water demand, this commitment reduces the project's long-term water footprint.

H. All Neighborhood Amenity Centers shall provide bicycle parking at 150% of the applicable non-residential minimum with fixed-frame racks integrated into entry design and located within 50 feet of an entrance.

i. Amenity centers are the highest-frequency destinations within a residential community. Exceeding the minimum by 50% and placing them within 50 feet of an entrance removes the practical barriers to cycling as a primary mode of getting to shared amenities. This is an active transportation infrastructure where it will actually be used.

Note: In the event of any conflict or inconsistency between the terms of Article 12 and any other provision of this PD, the terms of Article 12 shall govern and control in all respects

ARTICLE 13 — INFRASTRUCTURE AND MAINTENANCE

13.1 Public Infrastructure. Streets, water, sanitary sewer, stormwater mains, and utilities intended for public use shall be constructed to City standards and dedicated to the City.

13.2 Approved Street and Utility Cross-Sections - Approved Cross-Sections. To ensure consistency and clarity in the development of the Savannah Oaks Planned Development District, all streets and utilities shall be designed in conformance with the approved street and utility cross-sections contained herein and within the applicable exhibits of this Planned Development.

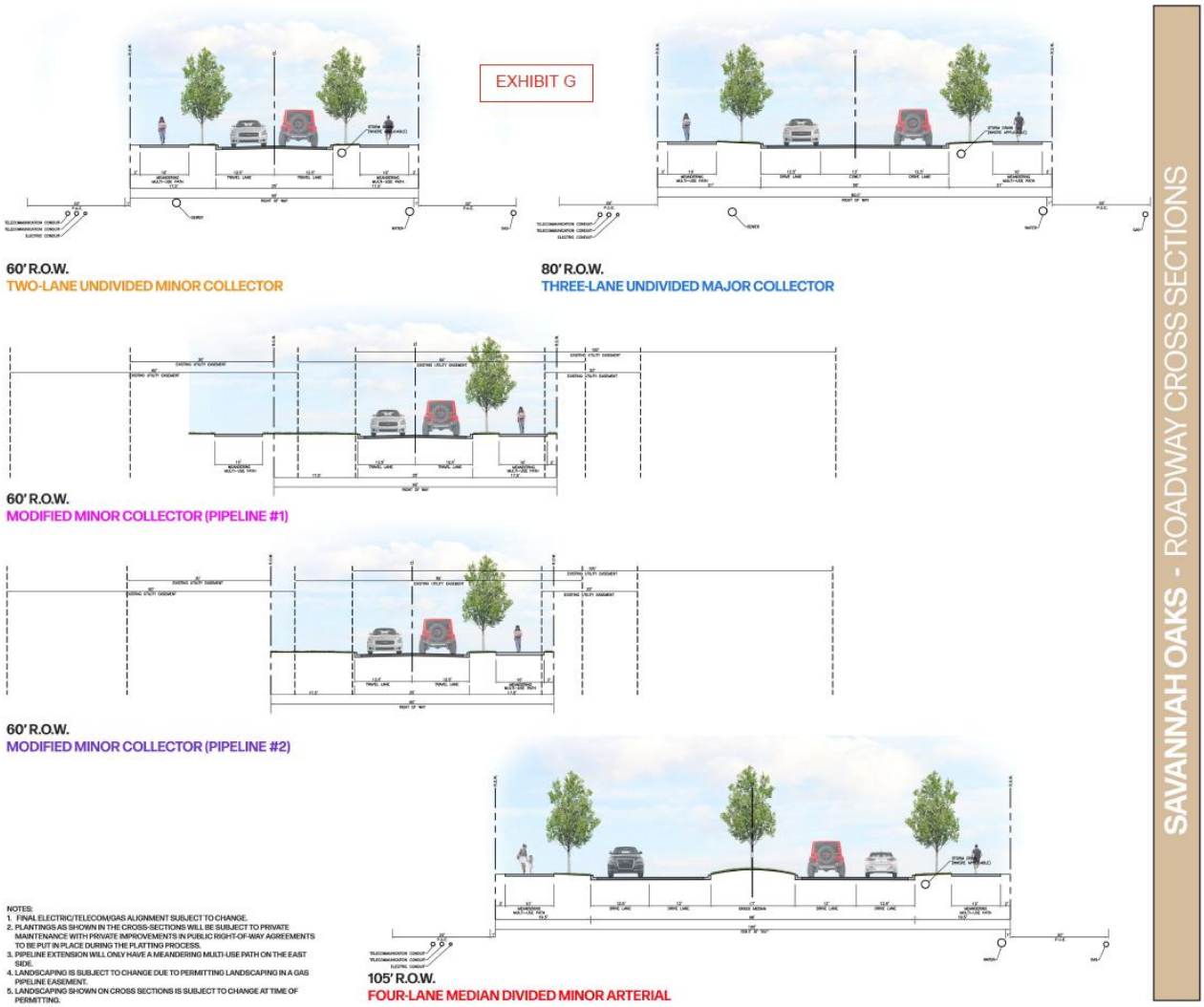
A. Superseding Standards. The approved street and utility cross-sections established by this Planned Development shall supersede the City of College Station Standard Specifications, Unified Development Ordinance requirements, and other applicable City Street design standards to the extent they differ. The intent of this provision is to provide certainty regarding the approved roadway and utility infrastructure standards applicable to Savannah Oaks and to protect the development from future modifications to City design standards adopted after approval of this Planned Development.

B. Shared Use Paths (SUP). Modifications from current City standards include, but are not limited to, the removal of bicycle lanes from thoroughfares in exchange for a ten (10) foot wide shared use path on each side of roadways classified as Minor Collector or higher. These shared use paths are intended to provide safe and efficient transportation facilities for pedestrians, cyclists, and other non-motorized users, while maintaining connectivity throughout the development and surrounding areas of the city. Permitted users of SUPs may include, but are not limited to: pedestrians, joggers, cyclists, skateboarders, in-line skaters, scooter riders, wheelchair and mobility-device users, and e-bikes (Class 1 and 2, as defined by Chapter 664 of the Texas Transportation Code). Low-speed motorized devices such as golf carts and neighborhood electric vehicles (NEVs) may be permitted on SUPs in accordance with applicable speed and weight restrictions.

C. Administrative Modifications. Minor modifications to approved street and utility cross-sections that do not materially alter the approved right-of-way width, pavement width, traffic capacity, utility capacity, or overall intent of the Planned Development may be approved administratively by the City Engineer without requiring an amendment to this Planned Development.

13.3 Private Infrastructure & HOA. Private amenities, internal private streets (if any), open-space maintenance areas, private stormwater BMPs, and landscaping in common areas shall be maintained by a mandatory home owners' association (HOA) or property owners' association (POA) unless otherwise noted.

13.4 Financial Assurances. City may require performance bonds, letters of credit, or other assurances for public improvements.



ARTICLE 14 — ENGINEERING AND TECHNICAL REQUIREMENTS

14.1 All engineering, drainage, stormwater detention, water, and sanitary plans must meet State & City standards.

14.2 Utilities. New utilities shall be installed underground unless waived by the City. Overhead Utilities are allowed adjacent to existing overhead utility lines or on/along property boundaries. Coordination with utility providers required.

ARTICLE 15 — SIGNAGE GUIDELINES

15.1 Signage. The community will feature a coordinated signage program or Master Sign Program (MSP) as part of the master plan. The Developer may install permanent signs at some or all locations generally consistent with the Signage System Exhibit. Permanent signs need not be identical but shall share a complementary palette of materials, graphics, and styles that reinforce the community character. Wayfinding, marketing, and street/traffic signs shall likewise reflect the established character.

The Master Sign Programs (MSP) purpose is to ensure signage contributes to a cohesive district identity, pedestrian orientation, and legibility while minimizing visual clutter and protecting adjacent residential character. Monument signage is encouraged at major entries. No offsite signage of advertising is permitted.

These sign standards apply to all signs within the PD in addition to applicable City sign regulations. Where this PD is more specific or restrictive, these standards control. Where silent, City code applies.

A. Primary Community Entry Monument: A primary entry monument shall be constructed at the intersection of Savannah Oaks Boulevard and Highway 6 and designed as a landmark feature incorporating wall and tower elements. These hardscape elements shall comply with the following parameters:
    i. Wall Height – The wall height shall not exceed eighteen feet (18’).
    ii. Width – N/A
    iii. Tower Height– The tower height shall not exceed thirty-five feet (35’).
    iv. Setback – Hardscape elements will be set back from the Highway 6 right-of-way a minimum of fifteen feet (15’) and from the Savannah Oaks Boulevard right-of-way a minimum of ten feet (10’), and will be located as to not obstruct any Site Distance Triangles at any Public or Private Roadway Intersections.
    v. Font Size – Font size shall not exceed six feet (6’)

Note: Primary Community Entry Monument Signage Right: In addition to the primary monument, the Developer/owner reserves the right to install up to two (2) entry monument signs at each major PDD entrance fronting Hwy 6 N, subject to the PDD sign standards, approval of the Master Sign Program, and applicable City permits.

B. Secondary Community Entry Monuments: Secondary community monuments may be used at the intersection of any roadway entering or exiting Savannah Oaks that is shown on a thoroughfare plan and/or is equal to or greater than 60 feet in Right-of way width as shown on such plan. They will be smaller in scale and will be designed within the constraints outlined below.
   i. Height – The height of hardscape elements shall not exceed fifteen feet (15').
   ii. Width – N/A
   iii. Setback – Hardscape elements will be set back at these location's rights-of-way a minimum of ten feet (10') and from interior rights-of-way a minimum of ten feet (10'), and will be located as to not obstruct any Site Distance Triangles at any Public or Private Roadway Intersections.
   iv. Font Size – Font size will not exceed three feet (3').

C. Residential Neighborhood Identifiers: Hardscape and/or landscape elements may be used to identify smaller residential neighborhoods within the overall community. These elements may consist of blade walls, columns, retaining walls, sculptures, planters, fountains, or other hardscape and/or landscape elements. They may or may not include a name or graphics. Materials, graphics, and style will be complimentary to the overall community character. The permanent Residential Neighborhood Identifier may be supplemented with temporary marketing and/or wayfinding signs (defined below). They will be designed within the constraints outlined below.
   i. Height – The height of hardscape elements will not exceed eight feet (8').
   ii. Setback – Hardscape elements will be set back from interior rights-of-way a minimum of ten feet (10'), and will be located as to not obstruct any Site Distance Triangles at any Public or Private Roadway Intersections.
   iii. Font Size – Font size will not exceed one foot (1').

D. General Commercial (GC) Signage: Signs installed adjacent to non-residential uses by a third-party developer will comply with Savannah Oaks Commercial Guidelines in style and material and with the City of College Station ordinance in size and specifications.

E. Public Parks: The park system will include public parks and public trails. A sign standard incorporating the colors, materials, and style that fits within the overall community character will be designed and used throughout the public parks and trail system. The sign standard will be reviewed and approved by City Staff. In addition to the standard sign, "park identifiers" may also be incorporated into landscape or architectural elements of the park such as archways, seating or retaining walls, custom gates, sculptures, arbors, etc. The intent is to allow for creativity of design in order to form a unique personality for each park that fits within the overall community character. The standard signs and park identifiers will be designed within the constraints outlined below.
   i. Height – The height of hardscape elements will not exceed eight feet (8').
   ii. Width – N/A
   iii. Setback – Hardscape elements will be set back from interior rights-of-way a minimum of ten feet (10'), and will be located as to not obstruct any Site Distance Triangles at any Public or Private Roadway Intersections.
   iv. Font Size – Font size will not exceed one foot (1').

F. Private Amenity Identifiers: Savannah Oaks is planned to have a system of community amenities including parks, greenbelt trails, recreational facilities and open space. These community amenities may be identified with a signage system. These signs may be blade walls, columns, retaining walls, archways, etc. The signs will be designed within the constraints outlined below.

i. Height – The height of the hardscape elements will not exceed eight feet (8')

ii. Width – N/A

iii. Setback – Hardscape elements will be set back from interior rights-of-way a minimum of ten feet (10'), and will be located as to not obstruct any Site Distance Triangles at any Public or Private Roadway Intersections.

iv. Font Size – Font size will not exceed one foot (1').

G. Wayfinding and Marketing Signage: An active marketing program is planned for Savannah Oaks throughout the new home sales life of the community. A marketing and way-finding signage system will be an essential component of the marketing program. A marketing sign standard that incorporates the colors, materials, and style complimentary to the overall community character will be developed. Marketing and way-finding signs will not exceed sixty-four square feet (64 sf). All sides of the marketing sign will be painted or stained to provide a finished look. Prior to the installation of permanent primary and secondary community entrances, temporary marketing signs, not to exceed 100 square feet (100 sf), may be installed at proposed community entrances. Marketing signs may also be used on Highway 6 and internal streets of Savannah Oaks Boulevard, Pebble Creek Parkway, Southern Pointe Parkway and throughout residential streets to guide prospective homebuyers to available inventory and/or sales offices.

ARTICLE 16 — STORMWATER AND ENVIRONMENTAL

16.1 Stormwater/ Detention. Provide detention/retention facilities sized per City/regional criteria where applicable. Integrate Best Management Practices (BMPs) and Low Impact Development (LID) where feasible.

A. Savannah Oaks Planned Development (SOPD) reserves the right to utilize and drain stormwater into any designated parkland, open space, and/or floodplain areas as part of its overall stormwater management strategy, subject to all compliance and regulation, necessary engineering analysis and design and city review and approval.

16.2 Floodplain Mitigation. Floodplain mitigation may be appropriate in areas designated as Natural Areas if located inconspicuously and approved by the City Engineer.

A. Portions of the floodplain may be reclaimed for development as shown on the Conceptual Land Use Plan as Natural Preserve or Parkland or Development Areas. Such land development shall be in compliance with applicable City ordinances, supported by a flood study, and approved by the City Engineer.

ARTICLE 17 — COMPLIANCE, ENFORCEMENT, AND APPROVED MODIFICATIONS

17.1 Compliance. All permits, plats, site plans, and development activities within the Planned Development ("PD") shall comply with the standards, regulations, and provisions set forth in this Agreement, as well as all

applicable ordinances of the City of College Station, including the City of College Station Unified Development Ordinance, except as expressly modified herein.

Failure to comply with this PD or applicable City regulations may result in permit denial, stop-work orders, withholding of approvals, or other enforcement actions as authorized by the City.

17.2 Approved Planned Development Standards. The standards, requirements, and development regulations contained within this Planned Development ("PD") constitute approved modifications to the underlying zoning districts and applicable provisions of the City of College Station Unified Development Ordinance ("UDO"). To the extent of any conflict between this PD and the otherwise applicable provisions of the UDO or base zoning districts, the standards and requirements of this PD shall control.

ARTICLE 18 — EXHIBITS (Attached)

- Exhibit A: Legal Description: (Metes and Bounds / Survey Description) Overall
- Exhibit B: Concept Plan: Graphic plan showing boundaries, approximate land use areas, road network, major open-space features.
- Exhibit C: Proposed Zoning Map
- Exhibit D: Land Use Table: Detailed permitted, permitted with special use, and prohibited uses by base zoning district (GS, MF, GC)
- Exhibit E: Residential Development Standards Table
- Exhibit F: Conceptual Park & Trail Map
- Exhibit G: Typical Roadway/Street Cross Sections and Utility Corridors: Cross-sections for Minor arterials, Major and Minor collectors
- Exhibit H: Community Benefits

ARTICLE 19— TRANSITION PROVISIONS AND EFFECT

19.1 Existing Approvals. Existing valid development approvals remain in force only to the extent consistent with this PD; conflicting entitlements superseded.

19.2 Effective Date. This ordinance takes effect upon approval by City Council and recordation of approval documents and exhibits.

METES AND BOUNDS DESCRIPTION
FOR

A 1266.691 acre, or 55,177,066 square feet more or less, tract of land situated in the S.W. Roberson Survey, Abstract No. 202 and the S.D. Smith Survey, Abstract No. 210, both of Brazos County, Texas, out of the remaining portion of the 1282.09 acre tract described in Deed to Animate Habitat, Ltd. in Volume 5463, Page 208 in the Official Records of Brazos County, Texas, in the City of College Station, Brazos County, Texas. Said 1266.691 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At ½" iron rod found on the northeast right-of-way line of State Highway 6, a variable width public right-of-way, the southwest line of said 1282.09 acre tract, for the southwest corner of Lot 1, Block 1, Animate Habitat, Phase 1 recorded in Volume 8255, Page 283 in said Official Records and the most westerly northwest corner of this tract;

THENCE: Departing the northeast right-of-way line of said State Highway 6 and the southwest line of said 1282.09 acre tract, with said Lot 1, the following bearings and distance:

North 86°27'35" East, a distance of 201.72 feet to a corner of said Lot 1 (unable to set monument), for a corner of this tract;

South 03°31'27" East, a distance of 10.00 feet to an iron rod with cap marked "RPLS 4502" found for a corner of said Lot 1;

North 86°07'01" East, a distance of 954.40 feet to an iron rod with cap marked "RPLS 4502" found for a corner of said Lot 1;

North 54°46'44" East, a distance of 71.70 feet to an iron rod with cap marked "RPLS 4502" found for a corner of said Lot 1;

North 02°50'57" West, a distance of 141.35 feet to an iron rod with cap marked "RPLS 4502" found on the south line of the 50.00 acre tract described in Deed to Pebble Creek Development Co. recorded in Volume 1600, Page 313 in said Official Records and a north line of said 1282.09 acre tract, for the northeast corner of said Lot 1, from which an iron rod with cap marked "RPLS 4502" found on the northwest right-of-way line of said State Highway 6, for the northwest corner of said Lot 1 and the southwest corner of said 50.00 acre tract bears South 86°27'56" West, a distance of 1348.78 feet;

THENCE: North 86°27'56" East, with the south line of said 50.00 acre tract and the north line of said 1282.09 acre tract, at a distance of 758.00 feet passing a ½" iron rod found on line for the southeast corner of said 50.00 acre tract and the southwest corner of the 505.19 acre tract described in Deed to Pebble Creek Development Company recorded in Volume 1671, Page 276 in said Official Records, continuing with the south line of said 505.19 acre tract and the north line of said 1282.09 acre tract, a total distance of 1853.75 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for the southeast corner of said 505.19 acre tract, an inner ell corner of said 1282.09 acre tract and this tract;

THENCE: North 03°38'30" West, with the east line of said 505.19 acre tract and a west line of said 1282.09 acre tract, a distance of 1142.27 feet to an iron rod with an illegible cap found for the south corner of the 10.955 acre tract described in Deed to Pebble Creek Development Company recorded in Volume 6628, Page 60 in said Official Records and a corner of this tract;

THENCE: Departing the east line of said 505.19 acre tract and the west line of said 1282.09 acre tract, with said 10.955 acre tract the following bearings and distances:

North 36°01'11" East, a distance of 235.14 feet to an iron rod with cap marked "RPLS 5650" found for a corner of said 10.955 acre tract;

North 44°03'15" East, a distance of 477.78 feet to an iron rod with cap marked "RPLS 5650" found for a corner of said 10.955 acre tract;

North 07°09'17" West, a distance of 166.13 feet to an ½" iron rod found for a corner of said 10.955 acre tract;

North 39°06'51" East, a distance of 437.49 feet to an iron rod with cap marked "McClure" found for a corner of said 10.955 acre tract, a corner of Lot 24, Block 46, Pebble Creek Phase 9-F recorded in Volume 8369, Page 133 in said Official Records and a corner of this tract;

THENCE: North 51°38'03" East, with the southeast line of Block 46 of said Pebble Creek Phase 9-F and the southeast line of Block 46, Pebble Creek Phase 9-D recorded in Volume 7655, Page 245 in said Official Records, a distance of 877.34 feet to an ½" iron rod with a yellow cap marked "Pape-Dawson" set for the east corner of Lot 49, Block 46 of said Pebble Creek Phase 9-D, the south corner of Lot 60 of said Block 46 of said Pebble Creek Phase 9-D and a corner of this tract;

THENCE: North 48°41'44" East, with the southeast line of said Lot 60 and the southeast line of Lot 61 of Block 46, of said Pebble Creek Phase 9-D, a distance of 343.70 feet to an iron rod with cap marked "RPLS 5650" found for the east corner of said Lot 61;

THENCE: North 39°33'17" West, with the northeast line of said Block 46 of said Pebble Creek Phase 9D, a distance of 358.43 feet to an iron rod with cap marked “RPLS 5650” found for the southwest corner of the 27.29 acre tract described in Deed to The City of College Station recorded in Volume 1029, Page 13 in the Deed Records of Brazos County, Texas, a corner of said 1282.09 acre tract and the most northerly northwest corner of this tract;

THENCE: North 86°48'54" East, with the south line of said 27.29 acre tract and the north line of said 1282.09 acre tract, at a distance of 100.50 feet passing an ½” iron rod found for the southeast corner of said 27.29 acre tract and the southwest corner of the 1265.370 acre tract described in Deed to The City of College Station recorded in Volume 488, Page 756 in said Official Records, continuing with the south line of said 1265.370 acre tract and the north line of said 1282.09 acre tract, at a distance of 7320.25 feet passing an ½” iron rod found on line, continuing a total distance of 7325.95 feet to an ½” iron rod with a yellow cap marked “Pape-Dawson” set on the west line of Tract J-1, Cowart Subdivision recorded in Volume 300, Page 299 in said Deed Records, for the northeast corner of this tract, from which a ½” iron rod found on the south right-of-way line of Bryan-Sulphur Springs Road, for the northwest corner of said Cowart Subdivision bears North 03°11’24” West, a distance of 4168.93 feet;

THENCE: South 03°11'24" East, with the west line of said Cowart Subdivision, at a distance of 499.68 feet passing an iron rod with cap marked “RPLS 2003” found on line for the southwest corner of said Tract J-1 and the northwest corner of Tract G-2 of said Cowart Subdivision, at a distance of 1255.79 feet passing an iron rod with a cap marked “RPLS 2003” found online for the southwest corner of said Tract G-2 and the northwest corner of Tract G-1, of said Cowart Subdivision, continuing a total distance of 3100.01 feet to a ½” iron rod found for the southwest corner of said Tract G-1, an inner ell corner of said 1282.09 acre tract and this tract;

THENCE: North 86°54'48" East, with the south line of said Tract G-1 and a north line of said 1282.09 acre tract, a distance of 451.66 feet to an iron rod with cap marked “RPLS 4502” on the west line of Tract F-1 of said Cowart Subdivision, for an outer ell corner of said 1282.09 acre tract and this tract;

THENCE: South 02°38'27" East, with the west line of said Cowart Subdivision and the east line of said 1282.09 acre tract, a distance of 2243.89 feet to an iron rod with an illegible cap found for the southwest corner of Tract B-1 of said Cowart Subdivision, the northwest corner of the 1.84 acre tract described in Deed to Stephen B. Naegeli and Lori A. Naegeli recorded in Volume 18713, Page 228 in the Official Public Records of Brazos County and a corner of this tract;

THENCE: South 03°18'42" East, with the west line of said 1.84 acre tract, a distance of 254.58 feet to an ½” iron rod found for the southwest corner of said 1.84 acre tract and the most westerly northwest corner of the 8.50 acre tract designated as Tract Two in Deed to Keith E. Ralph, et ux recorded in Volume 18023, Page 42 in said Official Public Records and a corner of this tract;

THENCE: South 03°13'05" East, with the west line of said 8.50 acre tract, a distance of 384.41 feet to an iron rod with a yellow cap (no stamp) found for a corner of said 8.50 acre tract, the northeast corner of the 5.802 acre tract described in Deed to Gregory G. Guercio and Jeremy Paul Guercio recorded in Volume 13163, Page 50 in said Official Records, the southeast corner of said 1282.09 acre tract and the southeast corner of this tract;

THENCE: South 86°32'14" West, with the north line of said 5.802 acre tract, the north line of the 6.317 acre tract designated as Tract Two, the north line of said 6.004 acre tract designated as Tract One both in Deed to Mark Neil Robinson, et ux recorded in Volume 824, Page 44 in said Official Records, the north line of the 6.004 acre tract described in Deed to Jason LaFollette, et ux recorded in Volume 2929, Page 179 in said Official Records, the north line of the 5.999 acre tract listed in Deed to Deborah Ann Moore recorded in Volume 14452, Page 290 in said Official Public Records and further described in Volume 2934, Page 24 in said Official Records, the north line of the 6.116 acre tract described in Deed to Gerald R. Bonneau, Jr., et ux recorded in Volume 3592, Page 198 in said Official Public Records and a south line of said 1282.09 acre tract, a distance of 1986.61 feet to a iron rod with cap marked “Carlomagno” found for the northwest corner of said 6.116 acre tract, the northeast corner of Lot 29A, Peach Creek Estates recorded in Volume 4730, Page 243 in said Official Records, a corner of said 1282.09 acre tract;

THENCE: South 59°17'52" West, with the northwest line of said Lot 29A, the northwest line of Lot 29B of said Peach Creek Estates and a southeast line of said 1282.09 acre tract, a distance of 897.33 feet to a ½” iron rod found for a corner of said 1282.09 acre tract and a corner of this tract;

THENCE: South 49°30'10" West, a distance of 207.06 feet to a ½” iron rod found on the northeast line of Southern Pointe Subdivision Section 106 recorded in Volume 18712, Page 184 in said Official Public Records, for the west corner of the 2.92 acre tract described in Deed to Ashraf Lakhani recorded in Volume 8902, Page 256 in said Official Records;

THENCE: North 39°32'44" West, with the northeast line of said Southern Pointe Subdivision Section 106, at a distance of 725.04 feet passing an iron rod with cap marked “Jones and Carter” found on line for the north corner of said Southern Pointe Subdivision Section 106, continuing with the northeast line of the 374.89 acre tract, described in Deed to Phillips 3 Land Holdings LLC recorded in Volume 17376, Page 228 in said Official Public Records, a total distance of 3381.25 feet to a ½” iron rod found for the north corner of said 374.89 acre tract, an inner ell corner of said 1282.09 acre and this tract;

THENCE: South 48°41'54" West, with a northwest line of said 374.89 acre tract and a southeast line of said 1282.09 acre tract, a distance of 2373.01 feet to a ½” iron rod found for a corner of said 1282.09 acre tract and this tract;

THENCE: South 55°06'27" West, continuing with a northwest line of said 374.89 acre tract and the southeast line of said 1282.09 acre tract, at a distance of 1721.84 feet passing a ½" iron rod found on line for the west corner of said 374.89 acre tract, continuing with the northwest line of the 78.63 acre tract described in Deed to Southern Pointe, LLC recorded in Volume 15059, Page 192 in said Official Public Records and the southeast line of said 1282.09 acre tract, a distance of 3262.43 feet to the northeast right-of-way line of said State Highway 6, at the southwest corner of said 1282.09 acre tract and the southwest corner of this tract, from which a ½" iron rod bears South 55°06'27" West, a distance of 1.06 feet;

THENCE: With the northeast right-of-way line of said State Highway 6 and the southwest line of said 1282.09 acre tract, the following bearings and distances:

North 47°33'01" West, a distance of 209.31 feet to a Texas Department of Transportation Type I monument found for a corner of said 1282.09 acre tract and this tract;

North 42°29'08" West, a distance of 482.10 feet to a corner of said 1282.09 acre tract and this tract, from which a Texas Department of Transportation Type I monument found bears South 62°08'03" East, a distance of 0.39 feet;

North 40°09'49" West, a distance of 500.00 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for a corner of said 1282.09 acre tract and this tract;

North 26°07'39" West, a distance of 206.20 feet to a corner of said 1282.09 acre tract and this tract, from which a Texas Department of Transportation Type I monument found bears North 52°26'02" East, a distance of 0.43 feet;

North 40°09'49" West, a distance of 700.00 feet to a Texas Department of Transportation Type I monument found for a corner of said 1282.09 acre tract and this tract;

North 48°41'40" West, a distance of 202.20 feet to a ½" iron rod with a yellow cap marked "Pape-Dawson" set for a corner of said 1282.09 acre tract and this tract;

North 40°09'49" West, a distance of 2301.90 feet to the POINT OF BEGINNING and containing 1266.691 acres in the City of College Station, Brazos County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 30099-00 by Pape-Dawson Engineers.

PREPARED BY: Pape-Dawson Engineers
Texas Registered Survey Firm # 10028800
DATE: December 18, 2024
JOB NO. 30099-00
DOC. ID. N:\CIVIL\30099-00\Word\30099-00 FN.docx

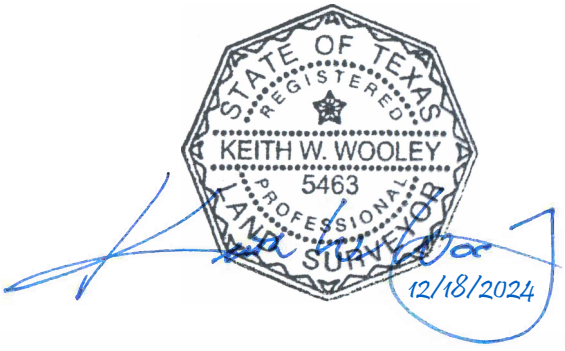


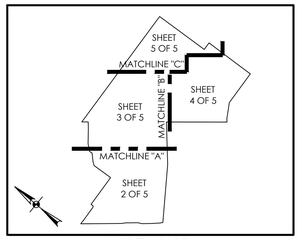
EXHIBIT B

OWNER & DEVELOPER:

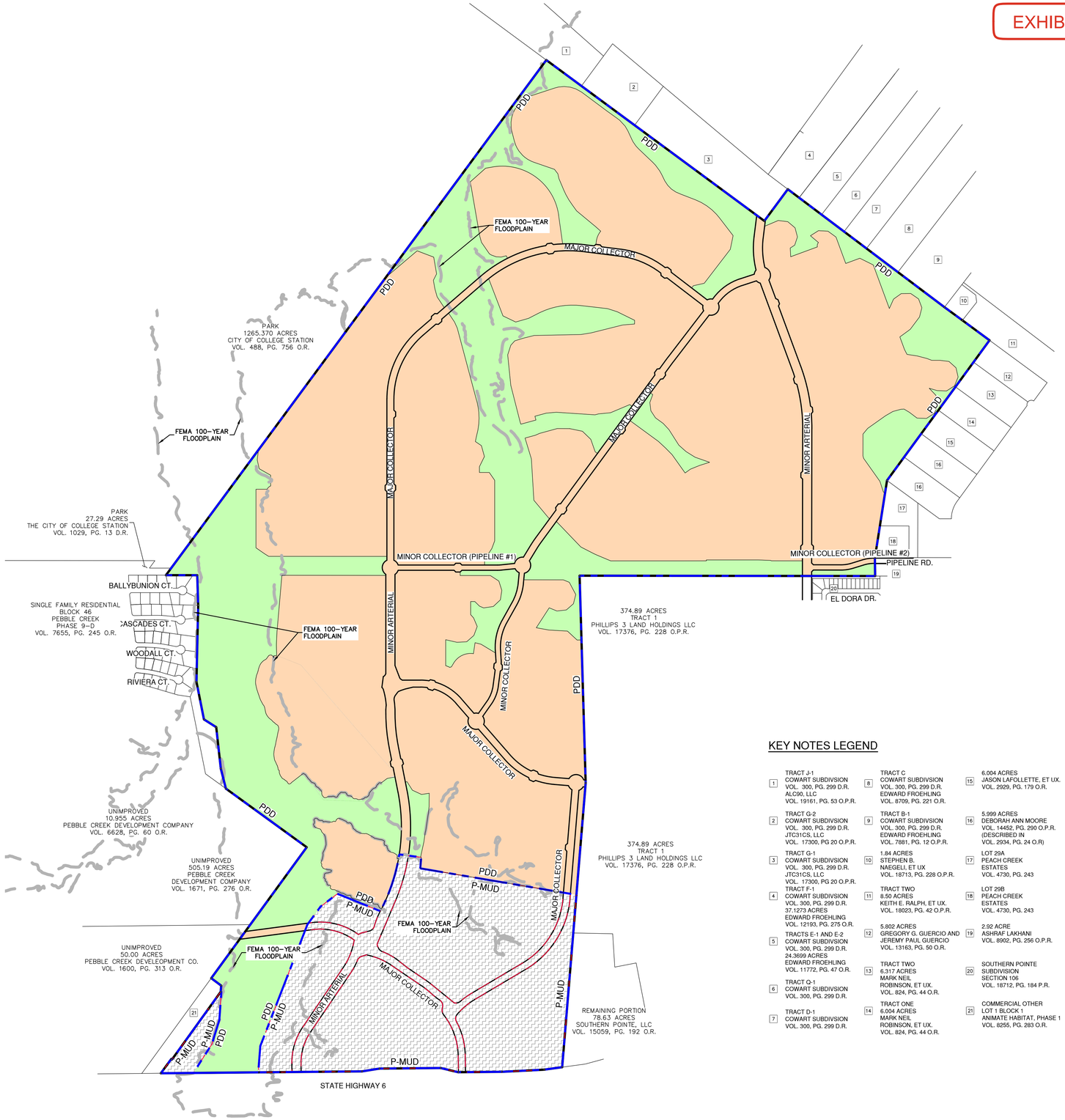
BRANTLEY GWIN
BY: SILVERFIN LAND DEVELOPMENT, LLC
409 S. CARANCAHUA ST.
CORPUS CHRISTI, TEXAS 78401
OFFICE: (361) 806-2132

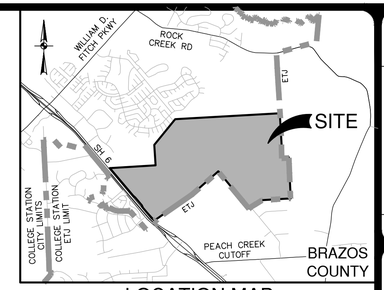
ENGINEER & DESIGNER:

PAPE-DAWSON CONSULTING ENGINEERS, LLC.
1672 INDEPENDENCE DR SUITE 102
NEW BRAUNFELS, TEXAS 78132
OFFICE: (830) 632-5633



INDEX MAP
SCALE: 1"= 1000'





LOCATION MAP
NOT-TO-SCALE

SCALE: 1"= 600'
0' 600' 1,200' 1,800'

LAYOUT IS SCHEMATIC AND SUBJECT TO CHANGE

LAST UPDATED: 7/31/2026

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3. BUFFER TO BE PROVIDED IN ACCORDANCE WITH SAVANNAH OAKS PLANNING DEVELOPMENT DOCUMENTS.
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5. FLOODPLAIN BOUNDARIES ARE SUBJECT TO UPDATE IN ACCORDANCE TO REQUIRED FLOOD STUDY TO BE SUBMITTED WITH THE PRELIMINARY PLAN.
6. P-MUD AREA TO BE SUBMITTED UNDER FUTURE CONCEPT PLAN AMENDMENTS.

KEY NOTES LEGEND

1. TRACT J-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R. ALC90, LLC VOL. 19161, PG. 53 O.P.R.
2. TRACT G-2 COWART SUBDIVISION VOL. 300, PG. 299 D.R. JTC31CS, LLC VOL. 17300, PG 20 O.P.R.
3. TRACT G-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R. JTC31CS, LLC VOL. 17300, PG 20 O.P.R.
4. TRACT F-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R. 37.1273 ACRES EDWARD FROEHLING VOL. 12193, PG. 275 O.R.
5. TRACTS E-1 AND E-2 COWART SUBDIVISION VOL. 300, PG. 299 D.R. 24.3699 ACRES EDWARD FROEHLING VOL. 11772, PG. 47 O.R.
6. TRACT Q-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R.
7. TRACT D-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R.
8. TRACT C COWART SUBDIVISION VOL. 300, PG. 299 D.R. EDWARD FROEHLING VOL. 8709, PG. 221 O.R.
9. TRACT B-1 COWART SUBDIVISION VOL. 300, PG. 299 D.R. EDWARD FROEHLING VOL. 7881, PG. 12 O.P.R.
10. 1.84 ACRES STEPHEN B. NAEGELI, ET UX VOL. 18713, PG. 228 O.P.R.
11. TRACT TWO 8.50 ACRES KEITH E. RALPH, ET UX. VOL. 18023, PG. 42 O.P.R.
12. 5.902 ACRES GREGORY G. GUERCIO AND JEREMY PAUL GUERCIO VOL. 13163, PG. 50 O.R.
13. TRACT TWO 6.317 ACRES MARK NEIL ROBINSON, ET UX. VOL. 824, PG. 44 O.R.
14. TRACT ONE 6.004 ACRES MARK NEIL ROBINSON, ET UX. VOL. 824, PG. 44 O.R.
15. 6.004 ACRES JASON LAFOLLETTE, ET UX. VOL. 2929, PG. 179 O.R.
16. 5.999 ACRES DEBORAH ANN MOORE VOL. 14452, PG. 290 O.P.R. (DESCRIBED IN VOL. 2934, PG. 24 O.R)
17. LOT 29A PEACH CREEK ESTATES VOL. 4730, PG. 243
18. LOT 29B PEACH CREEK ESTATES VOL. 4730, PG. 243
19. 2.92 ACRE ASHRAF LAKHANI VOL. 8902, PG. 256 O.P.R.
20. SOUTHERN POINTE SUBDIVISION SECTION 106 VOL. 18712, PG. 184 P.R.
21. COMMERCIAL OTHER LOT 1 BLOCK 1 ANIMATE HABITAT, PHASE 1 VOL. 8255, PG. 283 O.R.

LEGEND

ZONING LINE

TABLE #1: LAND USE SUMMARY

COLOR LEGEND	CATEGORY	ACREAGE	PERCENTAGE OF TOTAL AREA
	OPEN SPACE	285.36	22.53%
	PDD	818.74	64.64%
	P-MUD	162.59	12.84%
	TOTAL	**1266.69**	**100.0%**

NO.	REVISION	DATE

PAPE-DAWSON
1672 INDEPENDENCE DR. STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

SAVANNAH OAKS
COLLEGE STATION, TEXAS
CONCEPT PLAN

PLAT NO.
JOB NO. 30099-00
DATE JULY 2026
DESIGNER HF
CHECKED CT DRAWN BH
SHEET 1 OF 5

Date: July 20, 2026, 2:47 PM - User ID: bhurkett
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THIS DOCUMENT HAS BEEN PRODUCED FROM MATERIAL THAT WAS STORED AND/OR TRANSMITTED ELECTRONICALLY AND MAY HAVE BEEN INADVERTENTLY ALTERED. RELY ONLY ON FINAL HARDCOPY MATERIALS BEARING THE CONSULTANT'S ORIGINAL SIGNATURE AND SEAL. AERIAL IMAGERY PROVIDED BY GOOGLE© UNLESS OTHERWISE NOTED. Imagery © 2016,CAPCOG,Digital Globe,Texas Orthoimagery Program, USDA Farm Service Agency.

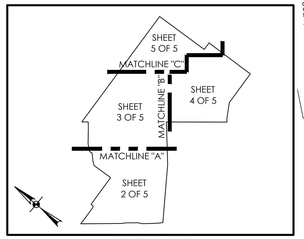
MATCHLINE "A" - SEE SHEET 3 OF 5

OWNER & DEVELOPER:

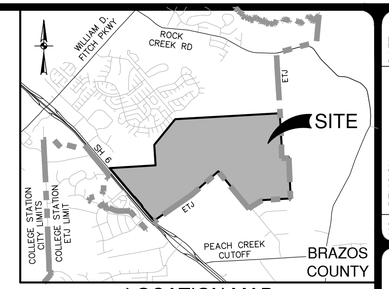
BRANTLEY GWIN
BY: SILVERFIN LAND DEVELOPMENT, LLC
409 S. CARANCAHUA ST.
CORPUS CHRISTI, TEXAS 78401
OFFICE: (361) 806-2132

ENGINEER & DESIGNER:

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1672 INDEPENDENCE DR SUITE 102
NEW BRAUNFELS, TEXAS 78132
OFFICE: (830) 632-5633



INDEX MAP
SCALE: 1"= 1000'



LOCATION MAP
NOT-TO-SCALE

SCALE: 1"= 600'
0' 600' 1,200' 1,800'

LAYOUT IS SCHEMATIC AND SUBJECT TO CHANGE

LAST UPDATED: 7/31/2026

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LEGEND

ZONING LINE

EXTERIOR LINE TABLE		
LINE #	BEARING	LENGTH
L1	S3°31'27"E	10.00'
L2	N54°46'44"E	71.70'
L3	N2°50'57"W	141.35'
L4	N7°09'17"W	166.13'
L5	S49°30'10"W	207.06'
L6	N26°07'39"W	206.20'

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SAVANNAH OAKS
COLLEGE STATION, TEXAS
CONCEPT PLAN

PLAT NO.
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DESIGNER HF
CHECKED CT DRAWN BH
SHEET 2 OF 5

Date: July 20, 2026, 2:47 PM — User ID: bhurkett
File: P:\300\99\00\Design\Exhibits\00-CONCEPT PLAN 260731-CONCEPT PLAN.dwg

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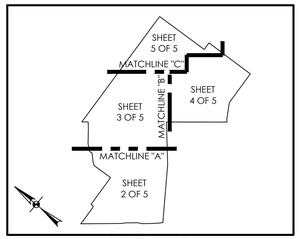
MATCHLINE "C" - SEE SHEET 5 OF 5

OWNER & DEVELOPER:

BRANTLEY GWIN
BY: SILVERFIN LAND DEVELOPMENT, LLC
409 S. CARANCAHUA ST.
CORPUS CHRISTI, TEXAS 78401
OFFICE: (361) 806-2132

ENGINEER & DESIGNER:

PAPE-DAWSON CONSULTING ENGINEERS, LLC.
1672 INDEPENDENCE DR SUITE 102
NEW BRAUNFELS, TEXAS 78132
OFFICE: (830) 632-5633



INDEX MAP
SCALE: 1"= 1000'

PARK
1265.370 ACRES
CITY OF COLLEGE STATION
VOL. 488, PG. 756 O.R.

N89°48'57"E 7325.05'

MAJOR COLLECTOR

MAJOR COLLECTOR

MINOR COLLECTOR (PIPELINE #1)

MINOR ARTERIAL

MINOR COLLECTOR

MAJOR COLLECTOR

PARK
27.29 ACRES
THE CITY OF COLLEGE STATION
VOL. 1029, PG. 13 D.R.

N89°38'17"W
358.43'

BALLYBUNION CT.

N48°41'44"E
250.00'

SINGLE FAMILY RESIDENTIAL
BLOCK 46
PEBBLE CREEK
PHASE 9-D
VOL. 7655, PG. 245 O.R.

CASCADES CT.

N51°38'03"E
227.64'

WOODALL CT.

SINGLE FAMILY RESIDENTIAL
BLOCK 46
PEBBLE CREEK
PHASE 9-F
VOL. 8369, PG. 133 O.P.R.

RIVIERA CT.

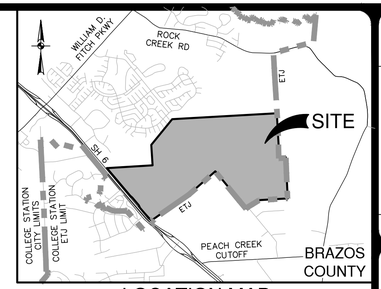
N38°05'15"E
457.49'

374.89 ACRES
TRACT 1
PHILLIPS 3 LAND HOLDINGS, LLC
VOL. 13376, PG. 228 O.P.R.

S48°41'54"W 2373.01'

MATCHLINE "B" - SEE SHEET 4 OF 5

MATCHLINE "A" - SEE SHEET 2 OF 5



LOCATION MAP
NOT-TO-SCALE

SCALE: 1"= 600'
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LEGEND

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NO.	REVISION	DATE

PAPE-DAWSON
1672 INDEPENDENCE DR. STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

SAVANNAH OAKS
COLLEGE STATION, TEXAS
CONCEPT PLAN

PLAT NO.
JOB NO. 30099-00
DATE JULY 2026
DESIGNER HF
CHECKED CT DRAWN BH
SHEET 3 OF 5

Date: July 20, 2026, 2:48 PM - User ID: bhurkett
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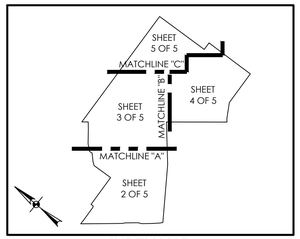
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OWNER & DEVELOPER:

BRANTLEY GWIN
BY: SILVERFIN LAND DEVELOPMENT, LLC
409 S. CARANCAHUA ST.
CORPUS CHRISTI, TEXAS 78401
OFFICE: (361) 806-2132

ENGINEER & DESIGNER:

PAPE-DAWSON CONSULTING ENGINEERS, LLC.
1672 INDEPENDENCE DR SUITE 102
NEW BRAUNFELS, TEXAS 78132
OFFICE: (830) 632-5633



INDEX MAP
SCALE: 1"= 1000'

MATCHLINE "C" - SEE SHEET 5 OF 5

MATCHLINE "C" SEE SHEET 5 OF 5

MATCHLINE "B" - SEE SHEET 3 OF 5

MATCHLINE "A" - SEE SHEET 2 OF 5

MAJOR COLLECTOR

MAJOR COLLECTOR

MINOR ARTERIAL

MINOR COLLECTOR (PIPELINE #2)

PIPELINE RD. (R.O.W. VARIES)

EL DORA DR.

TRACT D-1
COWART SUBDIVISION
VOL. 300, PG. 299 D.R.

TRACT C
COWART SUBDIVISION
VOL. 300,
PG. 299 D.R.

EDWARD FROEHLING
VOL. 8709,
PG. 221 O.R.

TRACT B-1
COWART SUBDIVISION
VOL. 300,
PG. 299 D.R.

EDWARD FROEHLING
VOL. 7881,
PG. 12 O.P.R.

S2°38'27"E 2243.89'

1.84 ACRES
STEPHEN B. NAEGELI, ET UX
VOL. 18713,
PG. 228 O.P.R.

S3°16'42"E 294.58'

S3°13'05"E 384.41'

TRACT TWO
8.50 ACRES
KEITH E. RALPH, ET UX.
VOL. 18023, PG. 42 O.P.R.

5.802 ACRES
GREGORY G. QUERECO AND JEREMY G. QUERECO
VOL. 13162, PG. 50 O.R.

TRACT TWO
6.37 ACRES
MARK NEIL ROBINSON, ET UX.
VOL. 824, PG. 44 O.R.

TRACT ONE
6.004 ACRES
MARK NEIL ROBINSON, ET UX.
VOL. 824, PG. 44 O.R.

S85°32'14"W 1395.61'

6.004 ACRES
JASON LAFOLETTE, ET UX.
VOL. 2929, PG. 179 O.R.

5.999 ACRES
DEBORAH ANN MOORE
VOL. 1452, PG. 280 O.P.R.
(DESCRIBED IN VOL. 2934, PG. 24 O.R.)

6.116 ACRES
GERALD R. BONNEAU, JR., ET UX
VOL. 3592,
PG. 198 O.R.

LOT 29A
PEACH CREEK ESTATES
VOL. 4730,
PG. 243

S39°17'26"W 697.33'

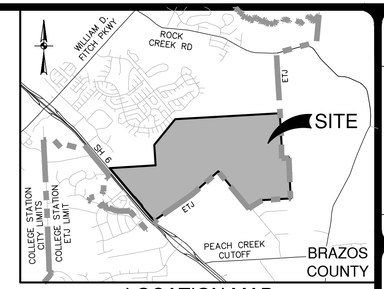
LOT 29B
PEACH CREEK ESTATES
VOL. 4730, PG. 243

2.92 ACRE
ASHRAF LAKHANI
VOL. 8902, PG. 256 O.P.R.

N39°32'44"W 3381.25'

374.89 ACRES
TRACT 1
PHILLIPS 3 LAND HOLDINGS LLC
VOL. 17376, PG. 228 O.P.R.

SOUTHERN POINTE SUBDIVISION
SECTION 106
VOL. 18712, PG. 184 P.R.



LOCATION MAP
NOT-TO-SCALE

SCALE: 1"= 600'
0' 600' 1,200' 1,800'

LAYOUT IS SCHEMATIC AND SUBJECT TO CHANGE

LAST UPDATED: 7/31/2026

A 1266.691 acre tract of land situated in the S.W. Roberson Survey, Abstract No. 202 and the S.D. Smith Survey, Abstract No. 210, both of Brazos County, Texas, out of the remaining portion of the 1282.09 acre tract described in Deed to Animate Habitat, Ltd. in Volume 5463, Page 208 in the Official Records of Brazos County, Texas, in the City of College Station, Brazos County, Texas. Said 1266.691 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00.

PD CONCEPT PLAN NOTES:

GENERAL:

1. OPEN SPACE AREAS INCLUDE PARKLAND DEDICATION, PRIVATE DETENTION AND STORMWATER CONVEYANCE, AND HOA FACILITIES.
2. PDD = BASE ZONING OF GENERAL SUBURBAN (GS), NAP, P-MUD = BASE ZONING OF GENERAL COMMERCIAL (GC), MULTIFAMILY (MF), NAP
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6. P-MUD AREA TO BE SUBMITTED UNDER FUTURE CONCEPT PLAN AMENDMENTS.

LEGEND

ZONING LINE

EXTERIOR LINE TABLE		
LINE #	BEARING	LENGTH
L1	S3°31'27"E	10.00'
L2	N54°46'44"E	71.70'
L3	N2°50'57"W	141.35'
L4	N7°09'17"W	166.13'
L5	S49°30'10"W	207.06'
L6	N26°07'39"W	206.20'

TABLE #1: LAND USE SUMMARY

COLOR LEGEND	CATEGORY	ACREAGE	PERCENTAGE OF TOTAL AREA
	OPEN SPACE	285.36	22.53%
	PDD	818.74	64.64%
	P-MUD	162.59	12.84%
	TOTAL	**1266.69**	**100.0%**

NO.	REVISION	DATE

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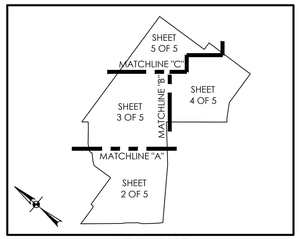
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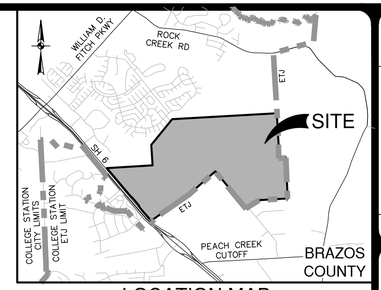
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INDEX MAP
SCALE: 1"= 1000'



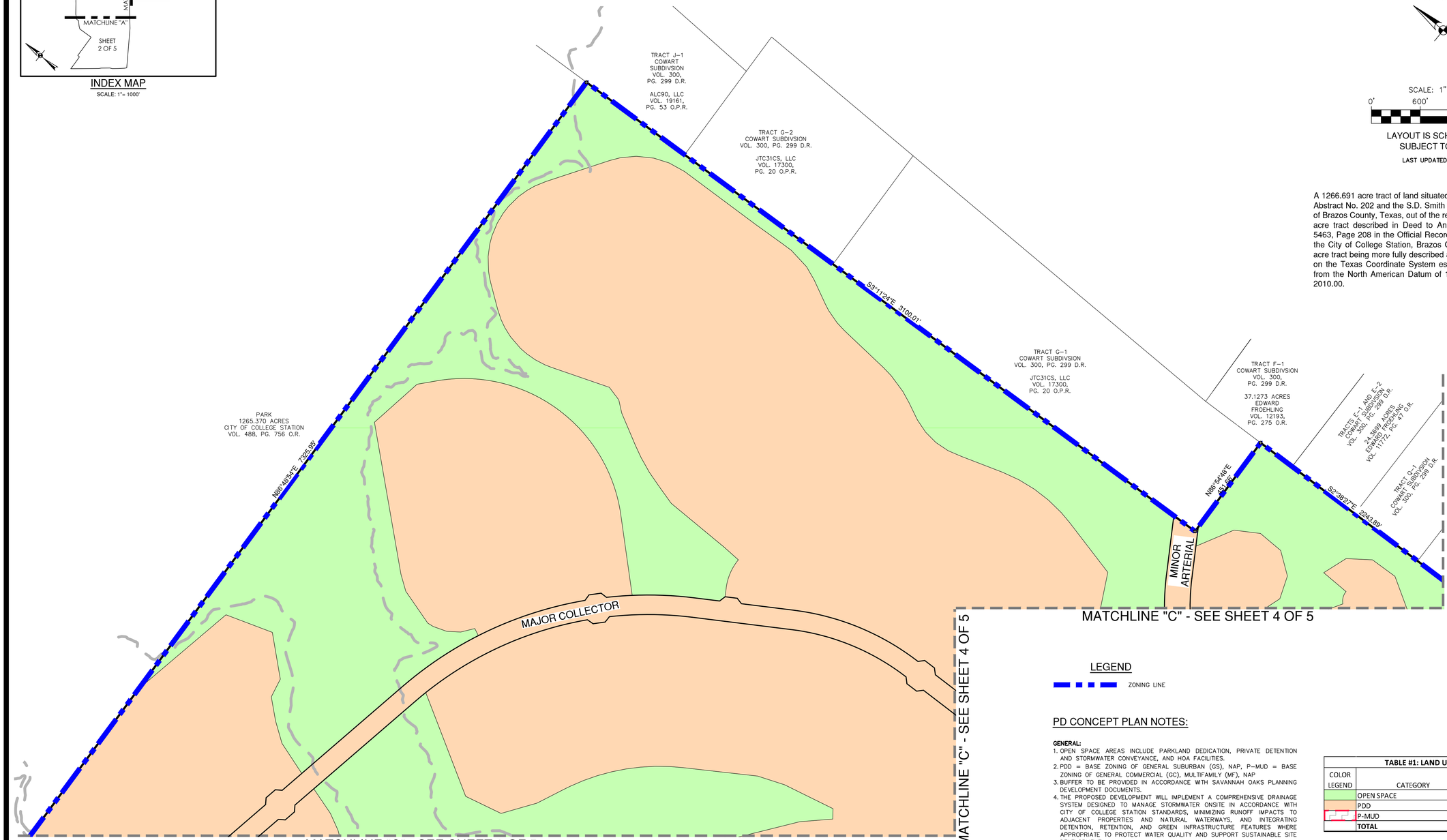
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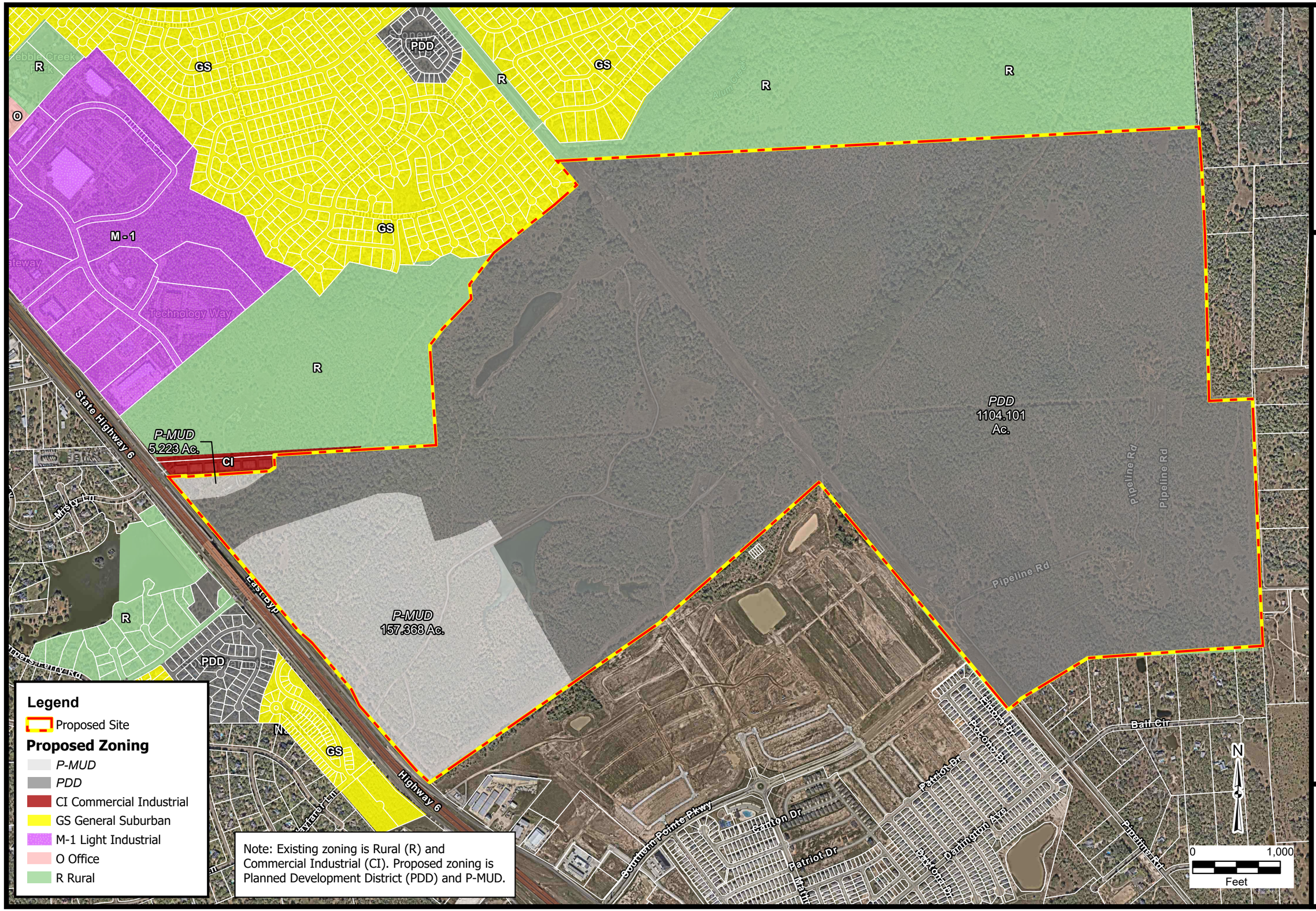
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SAVANNAH OAKS
COLLEGE STATION, TEXAS
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TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

SAVANNAH OAKS
PROPOSED ZONING EXHIBIT
COLLEGE STATION, TEXAS

JOB NO.	30099-00
DATE	Jun 2026
DESIGNER	HF
DRAWN	AC
CHECKED	CT
SHEET	1.0

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Date: Jun 10, 2026 1:28 PM User: acole
File: O:\Users\ACole\Exhibits\CTran\260311_SavannahOaks_Zoning\SavannahOaks.aprx Layout: SavannahOaks_ProposedZoning_11x17L Map: CStat_ProposedZoning

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EXHIBIT "D" (Savannah Oaks Planned Development Land Use Table)					
Savannah Oaks PD Specific Uses Table					
Zoning	**PDD**		**P-MUD****		
Specific Uses (Base Zoning)	**General Suburban (GS)**	**NAP**	**Multifamily (MF)**	**General Commercial (GC)**	**NAP**
Key: P = Permitted by Right, **P*** = Permitted Subject to Specific Use Standards, ****** = District with Supplemental Standards (refer to Standards outlined in the PD and/or Article 5 CS UDO)					
Single-Family Residential					
Residential/ Neighborhood Amenity Area	**P**	**P***			**P***
Residential Sales Office/Model Home	**P**		**P**		
Single-Family Detached	**P**				
Single-Unit Dwelling			**P**		
Multi-Family Residential					
Assisted Living/Residential Care Facility			**P**	**P**	
Extended Care Facility/Convalescent Nursing Home			**P**	**P**	
Multi-Family			**P**		
Patio Homes	**P**		**P**		
Townhouse	**P***		**P**		
Civic & Institutional					
Educational Facility, College and University	**P**			**P**	
Educational Facility, Primary and Secondary	**P**		**P**	**P**	
Government Facilities	**P***	**P***	**P***	**P**	**P***
Health Care, Hospitals				**P**	
Health Care, Medical Clinics				**P**	
Parks	**P**	**P**	**P**	**P**	**P**
Places of Worship	**P***		**P***	**P**	
Office					
Office				**P**	
Radio/TV Station/Studio				**P**	
Retail					
Art Studio/Gallery				**P**	
Car Wash				**P***	
Commercial Amusement				**P***	
Commercial Garden, Greenhouse, or Landscape Maintenance				**P***	
Conference/Convention Center				**P**	
Country Club	**P**			**P**	
Day Care, Commercial				**P**	
Drive-In/Thru				**P**	
Fuel Sales				**P***	
Golf Course or Driving Range				**P***	
Health Club/Sports Facility, Indoor				**P**	
Health Club/Sports Facility, Outdoor				**P**	
Hotel				**P**	
Personal Service Shop				**P**	
Printing/Copy Shop				**P**	
Restaurant				**P**	
Retail Sales - Single Tenant over 50,000 SF				**P**	
Retail Sales and Service				**P***	
Retail Sales and Service Alcohol				**P***	
Shooting Range, Indoor				**P**	
Theater				**P**	

Other					
Animal Care Facility, Indoor				P	
Industrial, Light				P*	
Micro-Industrial				P*	
Mixed-Use Structure			P		
Open Space	P	P	P	P	P
Parking as Primary Use				P	
Resort and Resort Amenities	P*		P*	P*	
Storage, Self Service				P	
Vehicular Sales, Rental, Repair, and Service				P*	
Wholesale/Services				P*	
Utility	P*	P*	P*	P*	P*
Prohibited Uses					
Adult entertainment and sexually oriented businesses					
Barns or stables for private stock					
Bed and breakfast establishments					
Boarding and rooming houses					
Child care facilities (Class B)					
Courtyard houses					
Credit access businesses					
Dormitories					
Farm or pasturage uses					
Farm product processing					
Fraternal lodges					
Fraternities and sororities					
Funeral homes					
Heavy industrial operations					
Large recycling facilities					
Live-work units					
Manufactured homes					
Medium and small multiplexes					
Outdoor animal care facilities					
Outdoor storage of equipment or materials					
Recreational vehicle parks					
Retail sales for manufactured homes					
Salvage yards					
Scientific testing or research laboratories					
Shared housing					
Storage tanks or cold storage plants					
Tattoo studios					
Truck stops and freight/trucking terminals					
Warehousing and distribution facilities					
Waste services					

Notes:

(a) Any land use not expressly listed in the Savannah Oaks Land Use Table shall be regulated in accordance with the City of College Station Unified Development Ordinance Section 6.4 Specified Use Standards Table.

(b) Items marked with a "P*" indicator are subject to specific use standards. Most specific use standards are established in Section 6.4 of the College Station UDO. For uses not specifically addressed within the UDO, additional use standards are provided below:

Industrial, Light

1. Industrial, Light uses shall be limited to operations conducted entirely within an enclosed building and shall not create external impacts including noise, vibration, smoke, dust, odor, glare, or other nuisances detectable beyond the property line.

2. Permitted activities include assembly, fabrication, processing, packaging, or storage of goods and materials, provided such activities are low intensity in nature and do not involve heavy manufacturing or large-scale industrial operations.
3. No outdoor storage, outdoor processing, or outdoor industrial activity shall be permitted.
4. Truck traffic shall be limited to light delivery vehicles and occasional freight deliveries. Regular heavy truck traffic or distribution hub operations shall not be permitted.
5. All loading, service, and operational areas shall be screened from public rights-of-way and adjacent residential uses in accordance with Article 7, General Development Standards.
6. Uses involving hazardous materials, excessive noise, or high-impact industrial processes, including but not limited to chemical manufacturing, metal smelting, or bulk material processing, shall not be permitted.

Resort and Resort Amenities

1. Resort uses shall include lodging facilities and associated amenities designed to serve guests and visitors, including but not limited to recreational, dining, and retail uses.
2. Resort amenities may include pools, lazy rivers, water features, fitness facilities, courts (including pickleball or tennis), spas, and similar recreational facilities.
3. Accessory uses such as cafes, restaurants, retail shops, and personal services shall be permitted, provided such uses are intended primarily to serve resort guests and are integrated into the overall resort development.
4. All resort activities and amenities shall be designed and operated to minimize impacts on adjacent properties, including noise, lighting, and traffic.
5. Outdoor recreation and activity areas shall comply with applicable buffering and screening requirements in accordance with Article 7, General Development Standards.
6. Setbacks. Where Resort and Resort Amenities uses are developed within the GS General Suburban area, setbacks shall follow the Suburban Commercial Guidelines of the UDO where applicable, except as otherwise modified herein. Where Resort and Resort Amenities uses are developed within the GC General Commercial area, setbacks shall follow the General Commercial Guidelines of the UDO.
7. Building Height. Notwithstanding the thirty-five (35) foot maximum building height otherwise applicable to Suburban Commercial development under the UDO, Resort and Resort Amenities structures within the GS General Suburban area shall be permitted a maximum building height of fifty (50) feet. Resort and Resort Amenities structures developed within the GC General Commercial area shall comply with the building height standards applicable under the General Commercial Guidelines of the UDO.
8. Parking. Off-street parking for Resort and Resort Amenities uses shall be provided in accordance with the UDO's parking standards for "Hotel/Motel", provided that shared parking among resort accessory uses (e.g., dining, retail, recreational amenities) serving primarily resort guests shall be permitted in accordance with Article 7, General Development Standards.

Residential/Neighborhood Amenity Areas

1. Residential/Neighborhood Amenity Areas located within a FEMA-designated or calculated 100-yr floodplain may contain recreational, park, trail, open space, and amenity improvements, provided such improvements are designed, constructed, and maintained to withstand periodic flooding and comply with all applicable federal, state, and local floodplain regulations.

Townhouse

1. Townhouse developments within the General Suburban (GS) district may utilize Townhouse (T) district dimensional and development standards only when developed on a designated townhouse tract containing a minimum of four (4) contiguous acres, in which case such tract shall be platted and developed in accordance with all applicable Townhouse (T) district standards, which are located in SO PD Article 5.1.D and 6.1 (Exhibit E).

Residential Development Standards (Exhibit E)		
Savannah Oaks Residential Zoning Districts and Standards		
	General Suburban (GS)	
	Single Family Residential	Townhouse
Min. Average lot Area per Dwelling Unit	5,000 SF	N/A
Absolute Min. Lot Area per Dwelling Unit	5,000 SF	1,800 SF
Min. Lot Width	50'	N/A
Min. Lot Depth	100'	N/A
Min. Front Setback	25' (a) (b)	15'
Max. Front Setback	N/A	N/A
Min. Side Setback	5'	5' (c) (d)
Min. Side Street Setback	10'	10'
Max. Side Street Setback	N/A	N/A
Min. Rear Setback	20'	10'
Max. Impervious Cover	65%	85%
Max. Height	35'	35'
Min. Number of Stories	N/A	N/A
Max. Dwelling Units/Acre (Subdivision Gross)	8	14
Min. Dwelling Units/Acre	N/A	N/A

Notes:

(a) Minimum front setback may be reduced to fifteen (15) feet when approved rear access is provided, or when side yard or rear yard parking is provided.

(b) Front setback applies to primary building face including front facing garage; front porches may encroach 5’ over the min. front setback line or may be reduced to a 20’ front setback on or at cul-de-sac frontage lots respectively.

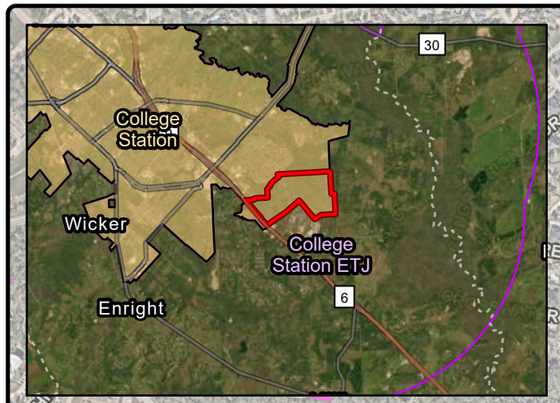
(c) Zero lot line construction of a townhouse residence is allowed where properties on both sides of a lot line are owned and/or developed simultaneously by a single party.

(d) Townhouses may be developed in attached groups or clusters. Each complex shall be considered one building for setback purposes. A minimum side setback of five (5’) feet shall be required only from the outermost side walls of each townhouse complex to adjacent lot lines or separate townhouse complex. No side setback shall be required between individual attached dwelling units within the same complex where units share common party walls.

(e)Public, civic, and institutional structures shall have a maximum building height of fifty (50) feet in these districts, except for non-occupied structures that may exceed the roof line by 25’, such as church steeples, radio towers, etc.

Savannah Oaks: Conceptual Park and Trail Map

EXHIBIT F



Note: Floodplain boundaries are subject to update in accordance to required flood study to be submitted with the preliminary plan.

Note: A tract-by-tract identification of which park tracts and trail segments are proposed for dedication to the City, and which are proposed to remain under POA maintenance, shall be provided at the time of Preliminary Plan.

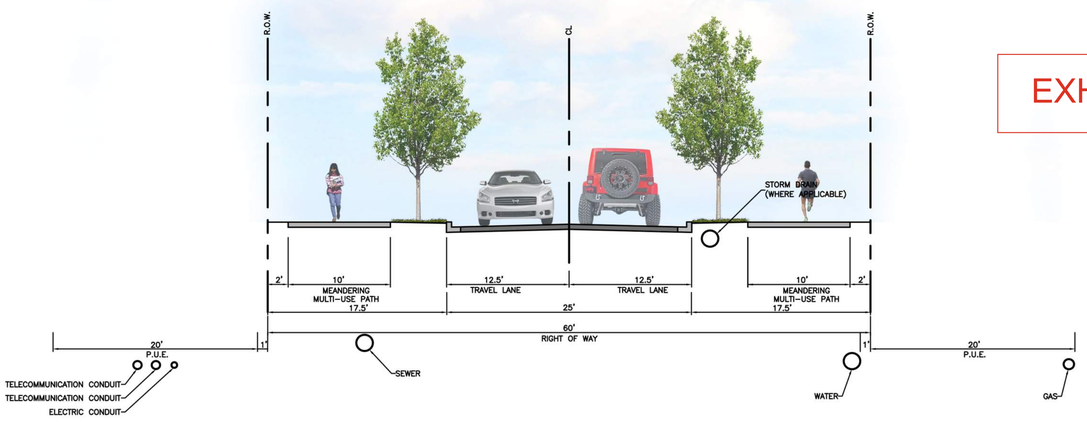
Legend

- Parkland
- Parkland within Floodplain
- Private Amenity
- Future Thoroughfare
- Improved and Natural Park Trails
- 10ft Shared Use Path/Trail

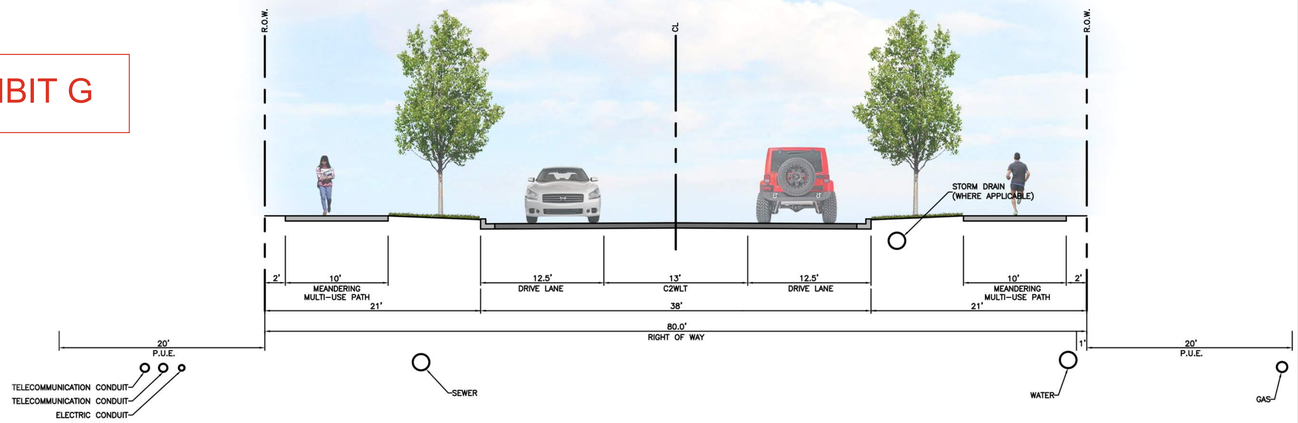
Land Use Type	Total Acres
Parkland	147.17
Parkland within Floodplain	138.19

PAPE-DAWSON
1672 INDEPENDENCE DR, STE 102 | NEW BRAUNFELS, TX 78132 | 830.632.5633
TEXAS ENGINEERING FIRM #470 | TEXAS SURVEYING FIRM #10028800

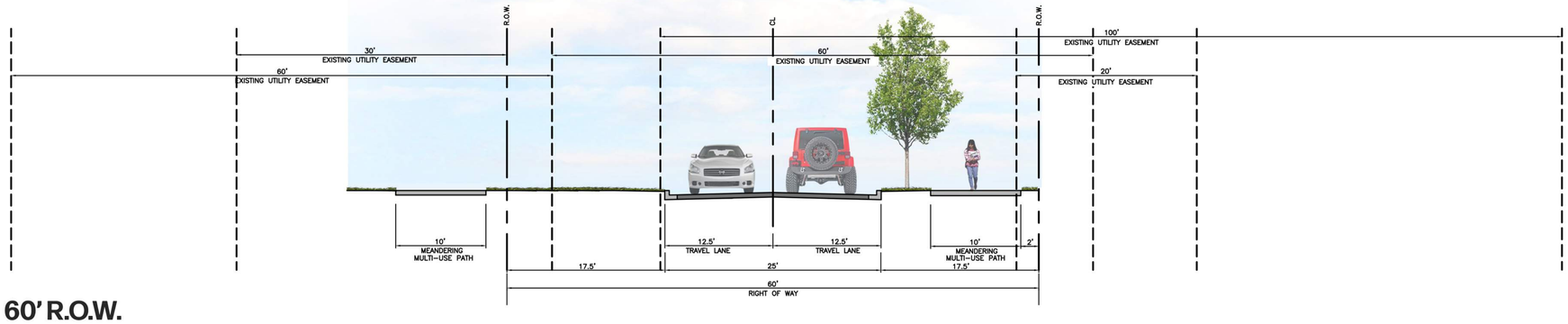
EXHIBIT G



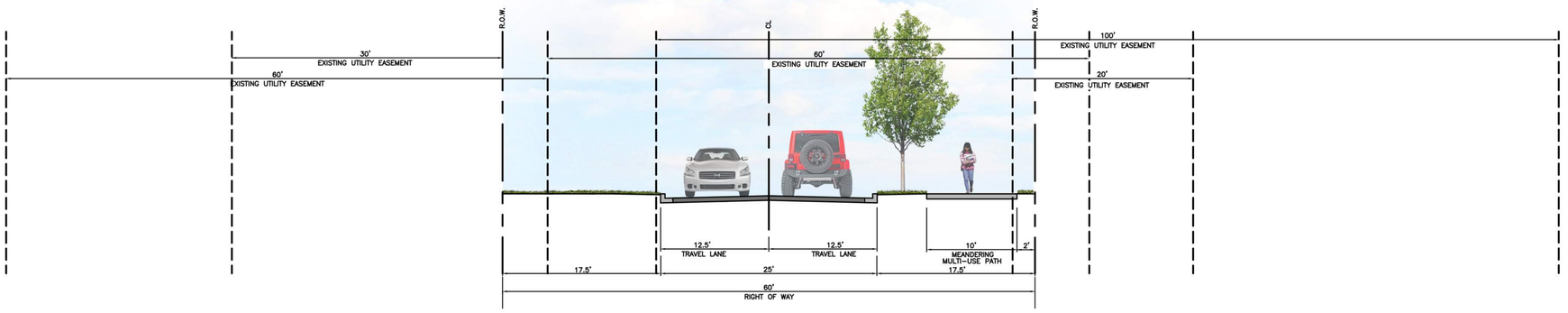
60' R.O.W.
TWO-LANE UNDIVIDED MINOR COLLECTOR



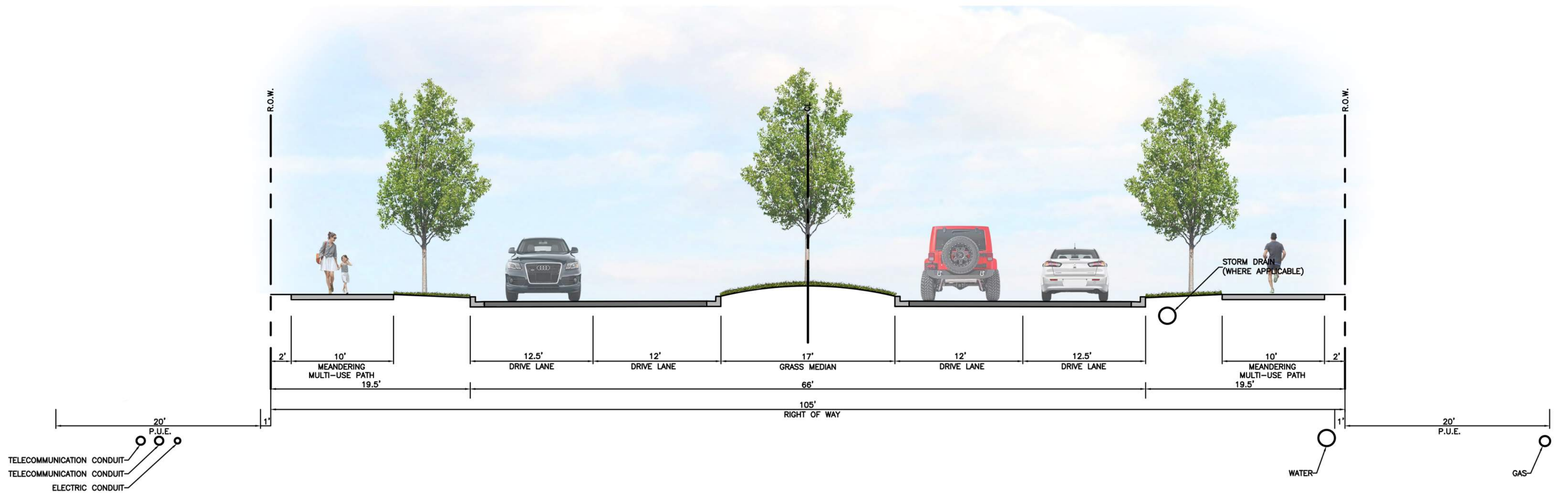
80' R.O.W.
THREE-LANE UNDIVIDED MAJOR COLLECTOR



60' R.O.W.
MODIFIED MINOR COLLECTOR (PIPELINE #1)



60' R.O.W.
MODIFIED MINOR COLLECTOR (PIPELINE #2)



105' R.O.W.
FOUR-LANE MEDIAN DIVIDED MINOR ARTERIAL

NOTES:

1. FINAL ELECTRIC/TELECOM/GAS ALIGNMENT SUBJECT TO CHANGE.
2. PLANTINGS AS SHOWN IN THE CROSS-SECTIONS WILL BE SUBJECT TO PRIVATE MAINTENANCE WITH PRIVATE IMPROVEMENTS IN PUBLIC RIGHT-OF-WAY AGREEMENTS TO BE PUT IN PLACE DURING THE PLATTING PROCESS.
3. PIPELINE EXTENSION WILL ONLY HAVE A MEANDERING MULTI-USE PATH ON THE EAST SIDE.
4. LANDSCAPING IS SUBJECT TO CHANGE DUE TO PERMITTING LANDSCAPING IN A GAS PIPELINE EASEMENT.
5. LANDSCAPING SHOWN ON CROSS SECTIONS IS SUBJECT TO CHANGE AT TIME OF PERMITTING.

SAVANNAH OAKS - ROADWAY CROSS SECTIONS

EXHIBIT H

Savannah Oaks Planned Development Community Benefits

A. Increase landscape buffer planting requirements by 50% beyond UDO Section 7.7 minimums between P-MUD uses adjacent to Single Family Residential.

i. Savannah Oaks will increase required landscape buffer planting standards by fifty percent (50%) beyond the minimum requirements of Section 7.7 of the UDO. This enhancement applies to all required canopy trees, non-canopy trees, and shrub plantings within buffer, resulting in a significantly denser and more effective vegetative screen than required by code. The increased planting quantities improve year-round opacity, enhance visual separation between land uses, and strengthen compatibility with P-MUD uses adjacent Single Family Residential Where existing natural vegetation is present and meets UDO standards, it will be preserved and credited toward buffer requirements, with supplemental plantings provided as necessary to achieve the enhanced standard.

Buffer Planting Requirements (+ 50% Enhancement)		
P-MUD Uses -General Commercial (GC) and Multifamily (MF) Adjacent to Single Family Residential		
Category	**UDO Requirement (Sec. 7.7)**	**Savannah Oaks (+ 50% Enhancement)**
Canopy Trees	1 per 25 LF (min. 2” caliper)	1 per ~16 LF (min. 2” caliper)
Non-Canopy Trees	1 per 15 LF (min 1.25” caliper) or shrub substitution	1 per 10 LF (min. 1.25" caliper) or equivalent substitution
Shrubs	1 per 3 LF (min. 5-gallon, 3' height)	+50% quantity (min. 5-gallon, 3' height, increased evergreen mix)
Vegetation Character	Standard buffer planting per UDO	Increased density, layered planting for improved screening

*Landscape buffers between different land use areas within the P-MUD district (MF and GC) will adhere to UDO standards

B. Increase landscape buffer widths by 50% beyond UDO Section 7.7 minimums between General Commercial (GC) uses adjacent to General Suburban (GS) and Multi-Family (MF) uses adjacent to Single Family Residential.

i. Savannah Oaks will increase required buffer widths by fifty percent (50%) beyond the minimum standards of Section 7.7 of the UDO. This results in greater physical separation between differing land uses, improving the effectiveness of buffering for noise, lighting, and visual impacts. General Commercial (GC) uses adjacent to Single Family Residential will increase from 15 feet to approximately 22.5 feet, and Multi-Family (MF) adjacent to Single Family Residential will increase from 10 feet to 15 feet. When combined with enhanced planting requirements, these expanded buffer areas provide a more substantial and effective transition between land uses than is required under the UDO.

Buffer Width Requirements (+ 50% Enhancement)		
General Commercial (GC) Adjacent to Single Family Residential		
Category	**UDO Requirement**	**Savannah Oaks (Enhanced)**
Buffer Width	15 feet	22.5 feet
Screening	Wall required (6 ft)	Wall maintained (6 ft)
Separation Function	Standard separation between uses	Increased separation for improved noise, lighting, and visual mitigation
Buffer Character	Narrow landscaped buffer strip	Expanded transition zone with increased landscape depth

Buffer Width Requirements (+ 50% Enhancement)		
Multifamily (MF) Adjacent to Single Family Residential		
Category	**UDO Requirement**	**Savannah Oaks (Enhanced)**
Buffer Width	10 feet	15 feet

Screening	Fence required (6–8 ft)	Fence maintained (6–8 ft)
Separation Function	Standard transitional buffer	Enhanced separation improving privacy and compatibility
Buffer Character	Minimal Separation Zone	Expanded landscaped transition area

*Landscape buffers between different land use areas within the P-MUD district (MF & GC) will adhere to UDO standards

ii. Natural Vegetation Buffer Alternative

a. Savannah Oaks may utilize existing natural vegetation as an alternative to standard buffer yard improvements where such vegetation meets the performance standards of Section 7.7 of the UDO. Natural vegetation may be credited in lieu of required buffer plantings and screening (fences or walls) provided that it consists of a healthy mix of canopy and understory trees and is of sufficient density to achieve a continuous visual screen.

b. To qualify, existing vegetation must provide sufficient opacity to screen views to a height of six (6) feet, as documented through a site assessment. Vegetation used in lieu of standard buffer requirements shall be preserved and protected in accordance with the UDO Landscaping and Tree Protection standards.

c. Where existing vegetation does not fully satisfy required buffer standards, supplemental plantings will be installed to meet UDO requirements, including any applicable enhanced standards associated with the Savannah Oaks PD. This approach allows for the integration of high-quality natural features into the buffer design while ensuring consistent compliance with performance-based screening objectives.

d. The natural vegetation buffer alternative is preferred because it provides a more effective and sustainable form of buffering than fully constructed improvements. Existing mature vegetation, when preserved and enhanced, offers superior long-term visual screening through layered canopy and understory coverage while also delivering environmental benefits such as improved stormwater infiltration, reduced heat island effects, and preservation of existing ecosystems. This approach allows buffers to respond to existing site conditions rather than replacing them with uniform planted or constructed elements, resulting in more context-sensitive transitions between land uses. In addition, reliance on established vegetation reduces long-term maintenance needs and supports the preservation of mature

tree stands that cannot be readily replaced, ultimately producing a higher-quality and more compatible edge condition than standard buffer yard installations alone.

C. Increase landscaping point requirements by 10% for all non-residential and multi-family development within the P-MUD, with existing protected canopy trees credited toward the increased point total per UDO Section 7.6.C.5.

i. Higher point thresholds produce more diverse, higher-quality planting schemes rather than minimum-compliant box-checking. Crediting existing protected canopy incentivizes preservation of mature trees, the most ecologically valuable landscape assets on any site, rather than clearing and replanting.

D. Meet Non-Residential Architectural Standards building material requirements on all primary entrance facades and facades facing a public right-of-way; facades not facing ROW or public park shall meet a minimum of 10% qualifying material coverage.

i. Savannah Oaks will voluntarily comply with the Non-Residential Architectural Standards Subsection of Article 7 as a community benefit, applying these standards to all applicable non-residential development within the SOPD. This includes the use of durable, high-quality exterior materials such as masonry, brick, stone, or comparable approved finishes, as well as compliance with façade articulation requirements intended to reduce blank wall conditions and enhance architectural interest. These standards shall not apply to private amenity areas.

ii. All non-residential buildings, including General Commercial (GC) areas within the P-MUD, will incorporate architectural detailing consistent with Article 7 standards, including material variation, façade modulation, and other design elements that promote visual quality and pedestrian-scale development. By voluntarily adopting these standards, Savannah Oaks ensures a higher level of architectural design consistency and durability than would otherwise be required, enhancing compatibility with surrounding General Suburban (GS) uses and elevating the overall character of the development.

E. Prohibit internally illuminated cabinet or box signs located within 200 feet of a General Suburban base zoning district or use, as measured from the sign location to the nearest property line of such district or use; halo-lit, externally lit, and non-illuminated signs permitted without restriction.

i. Cabinet signs produce the highest light bleed and glare of any commercial sign type. Within 200 feet of residential uses, they create direct nuisance, particularly at night.

Permitting halo-lit, externally lit, and non-illuminated alternatives without restriction preserves full commercial identity flexibility while eliminating the specific sign type most harmful to residential adjacency.

F. All required canopy trees per UDO, within Savannah Oaks, shall be 100% Texas native species.

i. Native canopy trees are climate-adapted, require less irrigation and maintenance once established, support local pollinators and wildlife corridors, and have higher long-term survival rates in Central Texas conditions. Committing 100% native species creates a cohesive, regionally appropriate tree canopy that performs better and costs less to maintain over time.

G. All irrigated common areas, parks, medians, and greenbelt areas shall use smart irrigation controllers.

i. Smart controllers adjust watering schedules based on real-time weather and soil conditions, typically reducing outdoor water consumption by 20–50% compared to timer-based systems. In a region facing increasing drought pressure and municipal water demand, this commitment reduces the project's long-term water footprint.

H. All Neighborhood Amenity Centers shall provide bicycle parking at 150% of the applicable non-residential minimum with fixed-frame racks integrated into entry design and located within 50 feet of an entrance.

i. Amenity centers are the highest-frequency destinations within a residential community. Exceeding the minimum by 50% and placing them within 50 feet of an entrance removes the practical barriers to cycling as a primary mode of getting to shared amenities. This is an active transportation infrastructure where it will actually be used.

Note: In the event of any conflict or inconsistency between the terms of Article 12 and any other provision of this PD, the terms of Article 12 shall govern and control in all respects

October 22, 2026
Item No. 9.5.
Landscape, Access and Utility Easement Abandonment - 210 Technology Way

Sponsor: Cole Gabelman, Graduate Engineer I

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on an ordinance vacating and abandoning a 0.017-acre portion of a 30-foot-wide Landscape, Access, and Utility Easement located along Lot 2, Block 4 of The Business Center at College Station Subdivision, Phase Two, Brazos County, Texas according to the plat recorded in Volume 3490, Page 267 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

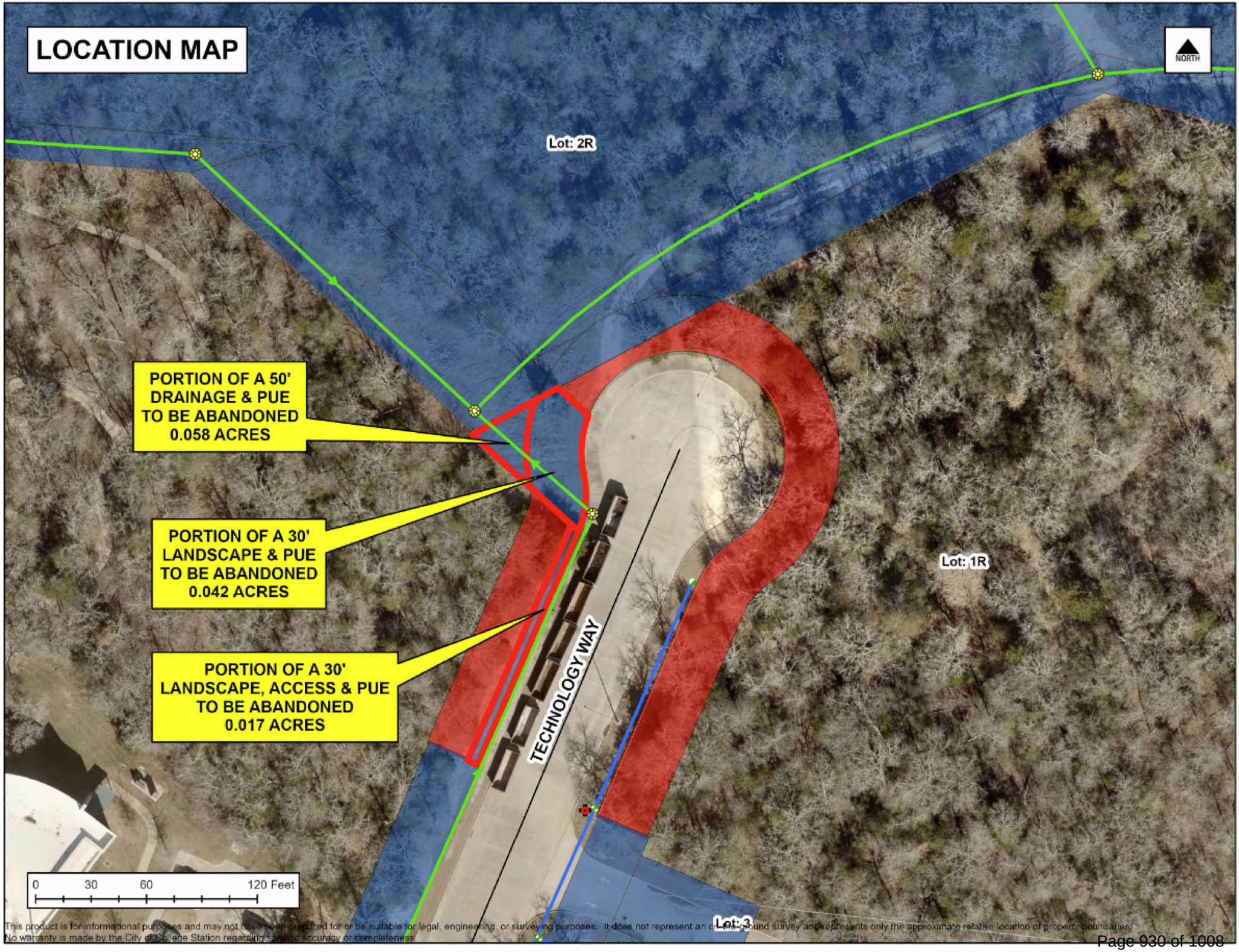
Recommendation(s): Staff recommends approval of the abandonment.

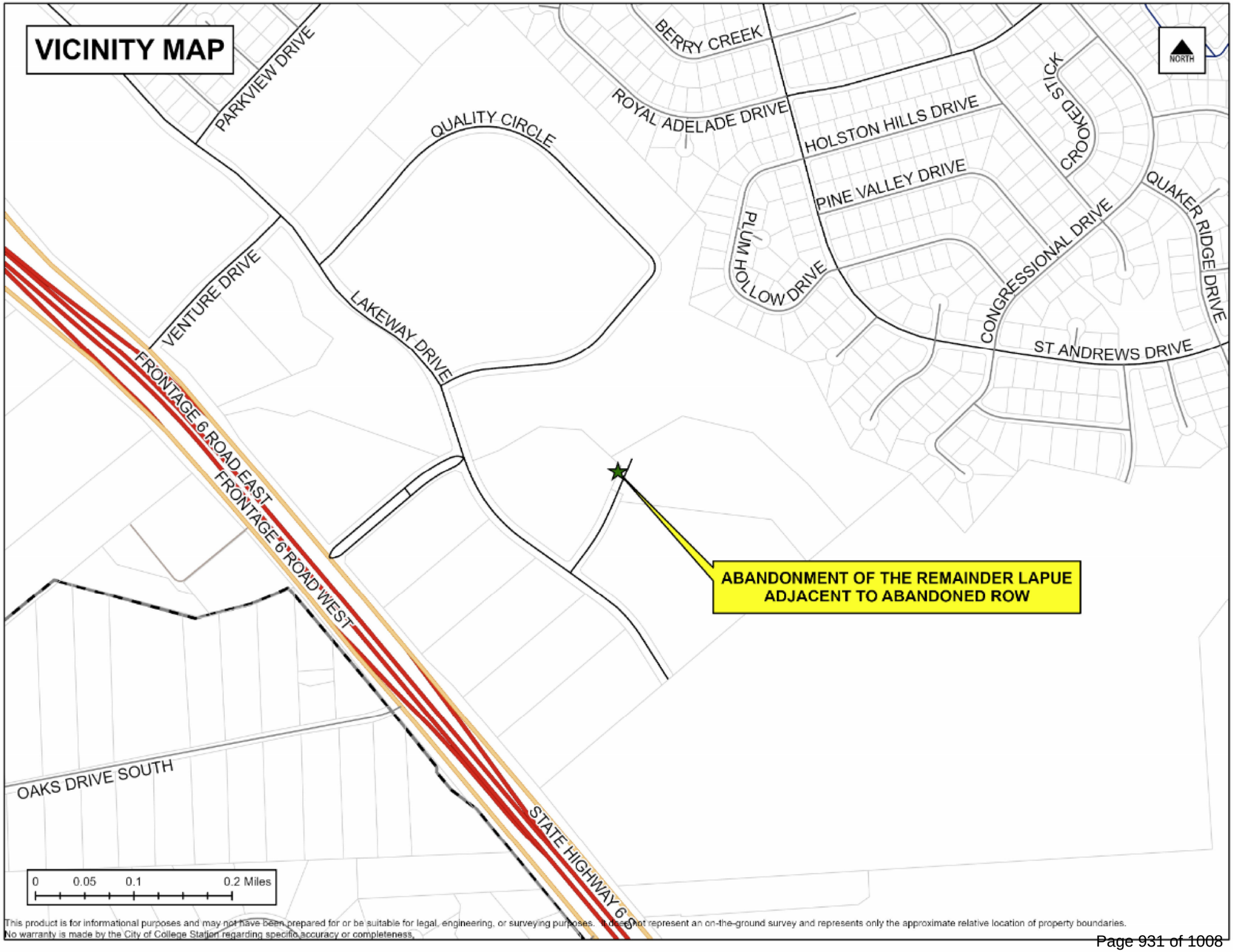
Summary: The Landscape, Access, and Utility Easement abandonment is being requested by the applicant due to a desire to construct an overhead awning that will attach to the newly constructed commercial building. The majority of the original easement width was abandoned during the November 13, 2025, City Council meeting, and the existing utilities crossing Lot 2, Block 4 of The Business Center at College Station Subdivision have been relocated.

The portion of the easement being abandoned is located approximately 550 feet northeast of the intersection of Technology Way and Lakeway Drive.

Budget & Financial Summary: N/A

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


LOCATION MAP
NORTH
Lot: 2R
PORTION OF A 50' DRAINAGE & PUE TO BE ABANDONED 0.058 ACRES
PORTION OF A 30' LANDSCAPE & PUE TO BE ABANDONED 0.042 ACRES
PORTION OF A 30' LANDSCAPE, ACCESS & PUE TO BE ABANDONED 0.017 ACRES
TECHNOLOGY WAY
Lot: 1R
Lot: 3
0 30 60 120 Feet
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
No warranty is made by the City of College Station regarding specific accuracy or completeness.



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.

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.017 ACRE PORTION OF THE 30-FOOT WIDTH LANDSCAPE, ACCESS, AND UTILITY EASEMENT, SAID PORTION LYING ALONG LOT 2, BLOCK 4, OF THE BUSINESS CENTER AT COLLEGE STATION, PHASE TWO SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 3490, PAGE 267 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the 30-foot wide Landscape, Access, and Utility Easement, said portion lying along Lot 2, Block 4, of The Business Center at College Station Phase Two Subdivision, according to the plat recorded in Volume 3490, Page 267, of the Official Public Records of Brazos County, Texas, as described in **Exhibit "A",** attached hereto (such portion hereinafter referred to as the "Landscape, Access, and Utility Easement"); and

WHEREAS, in order for the Landscape, Access, and Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Landscape, Access, and Public Easement described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Landscape, Access, and Utility Easement will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Landscape, Access, and Utility Easement.

3. There is no anticipated future public need or use for the Landscape, Access, and Utility Easement.

4. Abandonment of the Landscape, Access, and Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Landscape, Access, and Utility Easement as described in **Exhibit "A"** be abandoned and vacated by the City.

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

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

EXHIBIT A

FIELD NOTES
PROPOSED ABANDONMENT
OF A 0.017 Ac. (752 Sq. Ft.) PORTION OF A
30' WIDE LANDSCAPE, ACCESS AND UTILITY EASEMENT
VOLUME 3490, PAGE 267 OPRBCT
UPON, OVER AND ACROSS
LOT 2, BLOCK 4
THE BUSINESS CENTER AT COLLEGE STATION
PHASE 2
VOLUME 3490, PAGE 267 OPRBCT
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
MAY 22, 2026

All that certain tract, parcel or easement of land being 0.017 of one acre situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being upon, over and across Lot 2, Block 4, The Business Center at College Station, Phase 2 as described in Plat of record in Volume 3490, Page 267, OPRBCT, said easement dedicated by Plat of record in Volume 3490, Page 267, OPRBCT, said 0.017 of one acre being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8" Iron Rod found on the southeast line of said Lot 2, Block 4 for the most southerly corner, said point being located in the northwest right-of-way line of Technology Way R.O.W. as described in Volume 3764, Page 130, OPRBCT, a 1/2" Iron Rod with Cap (McClure) found at the beginning of a curve on the southeast line of said Lot 2, Block 4 bears S 23 ° 23 ' 50 " W a distance of 106.79 feet;

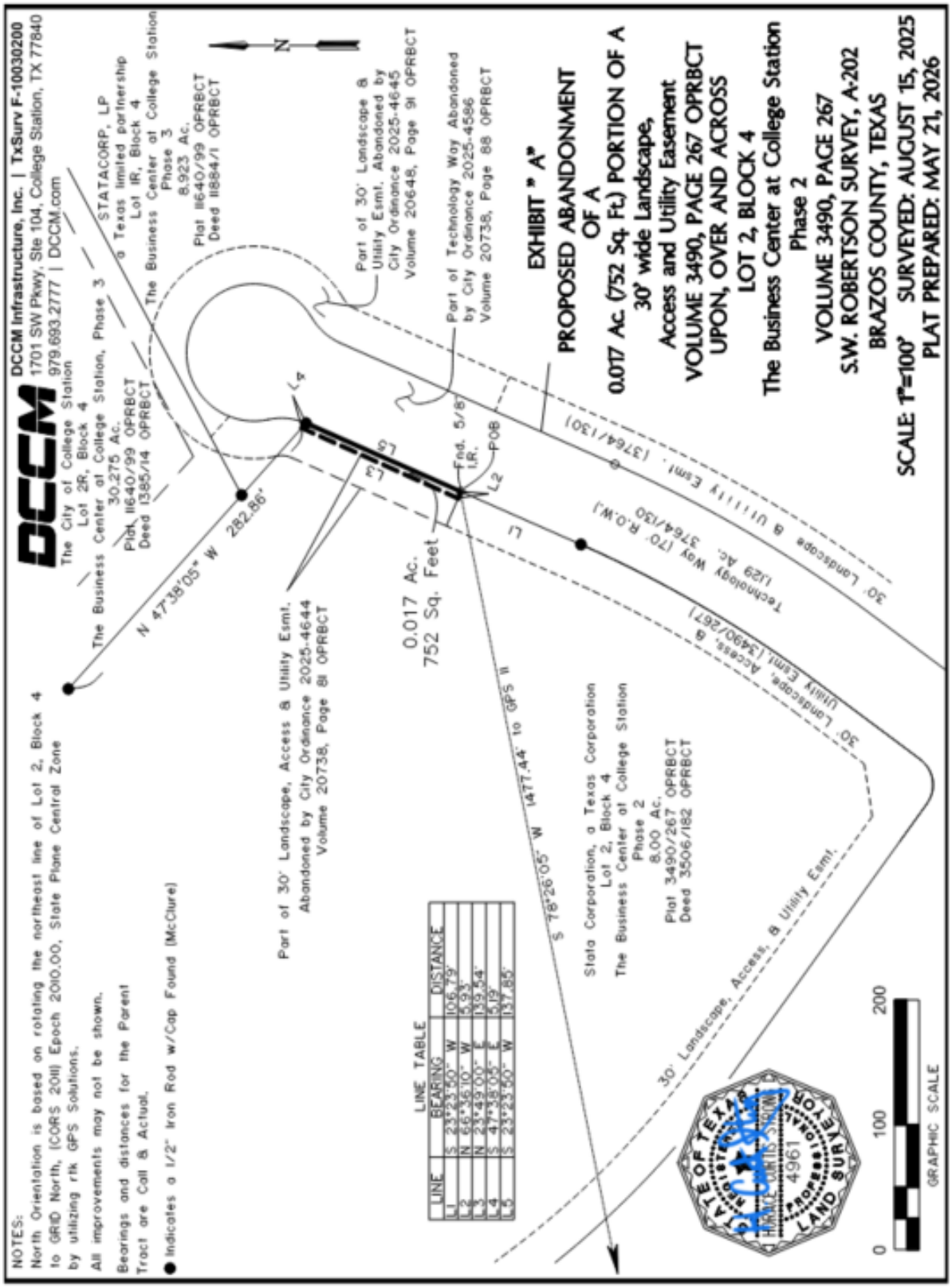
THENCE N 66 ° 36 ' 10 " W a distance of 5.93 feet to point for the most westerly corner, said point being the most southerly corner of the 30' Landscape, Access and Utility Easement as Abandoned by City Ordinance 2025-4644 on November 13, 2025;

THENCE N 23 ° 49 ' 00" E along the southeast line of said 30' Landscape, Access and Utility Easement a distance of 139.54 feet to a point in the northeast line of said Lot 2, Block 4 for the most northerly corner, said point being located in a southwest line of Lot 1R, Block 4, The Business Center at College Station, Phase 3 as described in Volume 11640, Page 99, OPRBCT, a 1/2" Iron Rod with Cap (McClure) found for an angle point in the northeast line of said Lot 2, Block 4 bears N 47 ° 38 ' 05 " W a distance of 282.86 feet;

THENCE S 47 ° 38 ' 05 " E along the northeast line of said Lot 2, Block 4 and the southwest line of said Lot 1R, Block 4 a distance of 5.19 feet to a 1/2" Iron Rod with Cap (McClure) for the most easterly corner, said point being the most easterly corner of said Lot 2, Block 4 and a south corner of said Lot 1R, Block 4, said point also being located in the west right-of-way line of said Technology Way R.O.W.;

THENCE S 23 ° 23 ' 50 " W along the southeast line of said Lot 2, Block 4 and the northwest right-of-way line of said Technology Way R.O.W. a distance of 137.85 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 0.017 OF ONE ACRE (752 Sq. Ft.) OF LAND MORE OR LESS, according to a survey performed on the ground August 15, 2025, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. See copy of accompanying plat for additional information.




DCCM
DCCM Infrastructure, Inc. | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | DCCM.com
EXHIBIT " A"
PROPOSED ABANDONMENT
OF A
0.017 Ac. (752 Sq. Ft.) PORTION OF A
30' wide Landscape,
Access and Utility Easement
VOLUME 3490, PAGE 267 OPRBCT
UPON, OVER AND ACROSS
LOT 2, BLOCK 4
The Business Center at College Station
Phase 2
VOLUME 3490, PAGE 267
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
SCALE: 1"=100' SURVEYED: AUGUST 15, 2025
PLAT PREPARED: MAY 21, 2026
NOTES:
North Orientation is based on rotating the northeast line of Lot 2, Block 4 to GRID North, (CORS 2011) Epoch 2010.00, State Plane Central Zone by utilizing rtk GPS Solutions.
All improvements may not be shown.
Bearings and distances for the Parent Tract are Call & Actual.
● Indicates a 1/2" Iron Rod w/Cap Found (McClure)
The City of College Station
Lot 2R, Block 4
30.275 Ac.
Plat 11640/99 OPRBCT
Deed 11385/14 OPRBCT
The Business Center of College Station, Phase 3
STATACORP, LP
a Texas limited partnership
Lot 1R, Block 4
The Business Center of College Station
Phase 3
8.923 Ac.
Plat 11640/99 OPRBCT
Deed 11884/1 OPRBCT
Part of 30' Landscape & Utility Esmt. Abandoned by City Ordinance 2025-4645 Volume 20648, Page 91 OPRBCT
Part of Technology Way Abandoned by City Ordinance 2025-4586 Volume 20738, Page 88 OPRBCT
Part of 30' Landscape, Access & Utility Esmt. Abandoned by City Ordinance 2025-4644 Volume 20738, Page 81 OPRBCT
N 47°38'05" W 282.86'
0.017 Ac.
752 Sq. Feet
Fnd. 5/8" I.R.
P.O.B.
L1
L2
L3
L4
L5
30' Landscape & Utility Esmt. (3764/130)
Technology Way (70' R.O.W.)
1.29 Ac. 3764/130
30' Landscape, Access, & Utility Esmt. (3490/267)
S 78°26'05" W 1477.44' to GPS ⊕
State Corporation, a Texas Corporation
Lot 2, Block 4
The Business Center of College Station
Phase 2
8.00 Ac.
Plat 3490/267 OPRBCT
Deed 3506/182 OPRBCT
30' Landscape, Access, & Utility Esmt.
LINE TABLE
LINE | BEARING | DISTANCE
L1 | S 23°23'50" W | 106.79'
L2 | N 66°36'10" W | 6.93'
L3 | N 23°49'00" E | 139.54'
L4 | S 47°38'05" E | 5.19'
L5 | S 23°23'50" W | 137.85'
STATE OF TEXAS
REGISTERED
HAROLD CURTIS STORM
4961
PROFESSIONAL
LAND SURVEYOR
0
100
200
GRAPHIC SCALE

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

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):

4905 LAKEWAY DR, COLLEGE STATION, TX 77845
DEED VOLUME 3506, PAGE 182 OPRBCT LOT 2, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 2
PLAT VOLUME 3490, PAGE 267 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

210 TECHNOLOGY WAY, COLLEGE STATION, TX 77845
DEED VOLUME 11884, PAGE 1 OPRBCT LOT 1R, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 3
PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Soheil Hamideh E-mail shamideh@arkitex.com
Street Address 308 N Bryan Ave.
City Bryan State Texas Zip Code 77803
Phone Number 979-300-0528 Fax Number

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name StataCorp LLC (Alan Riley) E-mail tvanhyfte@stata.com
Street Address 4905 Lakeway Dr.
City College Station State Texas Zip Code 77845
Phone Number 979-696-4600 Fax Number 979-696-4601

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.

Alan B, President — Signature and title
5/21/2026 — 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_____ E-mail_____

Street Address _____

City_____ State_____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

Name_____ E-mail _____

Street Address _____

City_____ State_____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

Name_____ E-mail _____

Street Address _____

City_____ State_____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

This abandonment will not affect access. A portion of the cul-de-sac ROW (at the end of Technology Way) was already abandoned under Project No. ABAN2024-000007. With the portion of the cul-de-sac added to Lots 2 and R1, all lots will continue to have access to public roads and LAUEs , while the existing LAUEs that are no longer applicable are proposed to be abandoned.

8. That there is no current public need or use for the easement or right-of-way because:

The portion of right-of-way was previously abandoned (Project No.ABAN2024-000007) and is now part of the adjacent lots. Existing easements that do not serve other properties or contain infrastructure are being replaced through the replat with new easements aligned with the updated lot layout.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The proposed abandonment areas do not impact access or utility service to any other properties.

10. That all public utilities have access to serve current and future customers because:

All public utilities retain access to serve current and future customers. With the cul-de-sac abandoned and incorporated into Lots 2 and R1, all lots will maintain access to public roads and utilities. Existing LAUEs outside the abandoned area will remain unchanged, and only the portions no longer applicable are proposed for abandonment. New LAUEs will be dedicated as required in coordination with the revised lot layout and replat.

11. Such public right-of-way/easement has been and is being used as follows:

The requested portions of the landscape, access, and utility easements do not house public landscaping improvements, access, or utilities.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Alan B, President
Signature and title

5/21/2026
Date

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 21 day of May, 2026 by Alan Riley.

KRISTEN HERRING
Notary ID #11835785
My Commission Expires
March 27, 2028

Kristen Herring
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 4905 LAKEWAY DR, COLLEGE STATION, TX 77845
DEED VOLUME 3506, PAGE 182 OPRBCT LOT 2, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 2
PLAT VOLUME 3490, PAGE 267 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

210 TECHNOLOGY WAY, COLLEGE STATION, TX 77845
DEED VOLUME 11884, PAGE 1 OPRBCT LOT 1R, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 3
PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

_____

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

EXHIBIT A

FIELD NOTES
PROPOSED ABANDONMENT
OF A 0.017 Ac. (752 Sq. Ft.) PORTION OF A
30’ WIDE LANDSCAPE, ACCESS AND UTILITY EASEMENT
VOLUME 3490, PAGE 267 OPRBCT
UPON, OVER AND ACROSS
LOT 2, BLOCK 4
THE BUSINESS CENTER AT COLLEGE STATION
PHASE 2
VOLUME 3490, PAGE 267 OPRBCT
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
MAY 22, 2026

All that certain tract, parcel or easement of land being 0.017 of one acre situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being upon, over and across Lot 2, Block 4, The Business Center at College Station, Phase 2 as described in Plat of record in Volume 3490, Page 267, OPRBCT, said easement dedicated by Plat of record in Volume 3490, Page 267, OPRBCT, said 0.017 of one acre being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8” Iron Rod found on the southeast line of said Lot 2, Block 4 for the most southerly corner, said point being located in the northwest right-of-way line of Technology Way R.O.W. as described in Volume 3764, Page 130, OPRBCT, a 1/2" Iron Rod with Cap (McClure) found at the beginning of a curve on the southeast line of said Lot 2, Block 4 bears S 23 ° 23 ‘ 50 “ W a distance of 106.79 feet;

THENCE N 66 ° 36 ' 10 " W a distance of 5.93 feet to point for the most westerly corner, said point being the most southerly corner of the 30’ Landscape, Access and Utility Easement as Abandoned by City Ordinance 2025-4644 on November 13, 2025;

THENCE N 23 ° 49 ' 00" E along the southeast line of said 30’ Landscape, Access and Utility Easement a distance of 139.54 feet to a point in the northeast line of said Lot 2, Block 4 for the most northerly corner, said point being located in a southwest line of Lot 1R, Block 4, The Business Center at College Station, Phase 3 as described in Volume 11640, Page 99, OPRBCT, a 1/2" Iron Rod with Cap (McClure) found for an angle point in the northeast line of said Lot 2, Block 4 bears N 47 ° 38 ' 05 " W a distance of 282.86 feet;

THENCE S 47 ° 38 ' 05 " E along the northeast line of said Lot 2, Block 4 and the southwest line of said Lot 1R, Block 4 a distance of 5.19 feet to a 1/2" Iron Rod with Cap (McClure) for the most easterly corner, said point being the most easterly corner of said Lot 2, Block 4 and a south corner of said Lot 1R, Block 4, said point also being located in the west right-of-way line of said Technology Way R.O.W.;

THENCE S 23 ° 23 ' 50 " W along the southeast line of said Lot 2, Block 4 and the northwest right-of-way line of said Technology Way R.O.W. a distance of 137.85 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 0.017 OF ONE ACRE (752 Sq. Ft.) OF LAND MORE OR LESS, according to a survey performed on the ground August 15, 2025, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. See copy of accompanying plat for additional information.



NOTES:

North Orientation is based on rotating the northeast line of Lot 2, Block 4 to GRID North, (CORS 2011) Epoch 2010.00, State Plane Central Zone by utilizing rtk GPS Solutions.

All improvements may not be shown.

Bearings and distances for the Parent Tract are Call & Actual.

● Indicates a 1/2" Iron Rod w/Cap Found (McClure)

DCCM Infrastructure, Inc. | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | DCCM.com

The City of College Station
Lot 2R, Block 4
The Business Center at College Station, Phase 3
30.275 Ac.
Plat 11640/99 OPRBCT
Deed 1385/14 OPRBCT

STATACORP, LP
a Texas limited partnership
Lot 1R, Block 4
The Business Center at College Station
Phase 3
8.923 Ac.
Plat 11640/99 OPRBCT
Deed 11884/1 OPRBCT

N 47°38'05" W 282.86'

Part of 30' Landscape, Access & Utility Esmt.
Abandoned by City Ordinance 2025-4644
Volume 20738, Page 81 OPRBCT

Part of 30' Landscape & Utility Esmt. Abandoned by City Ordinance 2025-4645 Volume 20648, Page 91 OPRBCT

Part of Technology Way Abandoned by City Ordinance 2025-4586 Volume 20738, Page 88 OPRBCT

0.017 Ac.
752 Sq. Feet

Fnd. 5/8" I.R.

POB

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 23°23'50" W	106.79'
L2	N 66°36'10" W	5.93'
L3	N 23°49'00" E	139.54'
L4	S 47°38'05" E	5.19'
L5	S 23°23'50" W	137.85'

S 78°26'05" W 1477.44' to GPS 11

Stata Corporation, a Texas Corporation
Lot 2, Block 4
The Business Center at College Station
Phase 2
8.00 Ac.
Plat 3490/267 OPRBCT
Deed 3506/182 OPRBCT

30' Landscape, Access, & Utility Esmt.

30' Landscape, Access, & Utility Esmt. (3490/267)

Technology Way (70' R.O.W.)
1.129 Ac. 3764/130

30' Landscape & Utility Esmt. (3764/130)

STATE OF TEXAS
REGISTERED
HORACE CURTIS STRONG
4961
PROFESSIONAL
LAND SURVEYOR

0 100 200
GRAPHIC SCALE

N

EXHIBIT " A"

PROPOSED ABANDONMENT OF A 0.017 Ac. (752 Sq. Ft.) PORTION OF A 30' wide Landscape, Access and Utility Easement VOLUME 3490, PAGE 267 OPRBCT UPON, OVER AND ACROSS LOT 2, BLOCK 4 The Business Center at College Station Phase 2 VOLUME 3490, PAGE 267 S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

SCALE: 1"=100' SURVEYED: AUGUST 15, 2025
PLAT PREPARED: MAY 21, 2026

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a Public Right-of-Way/Easement

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EXHIBIT NO. 2

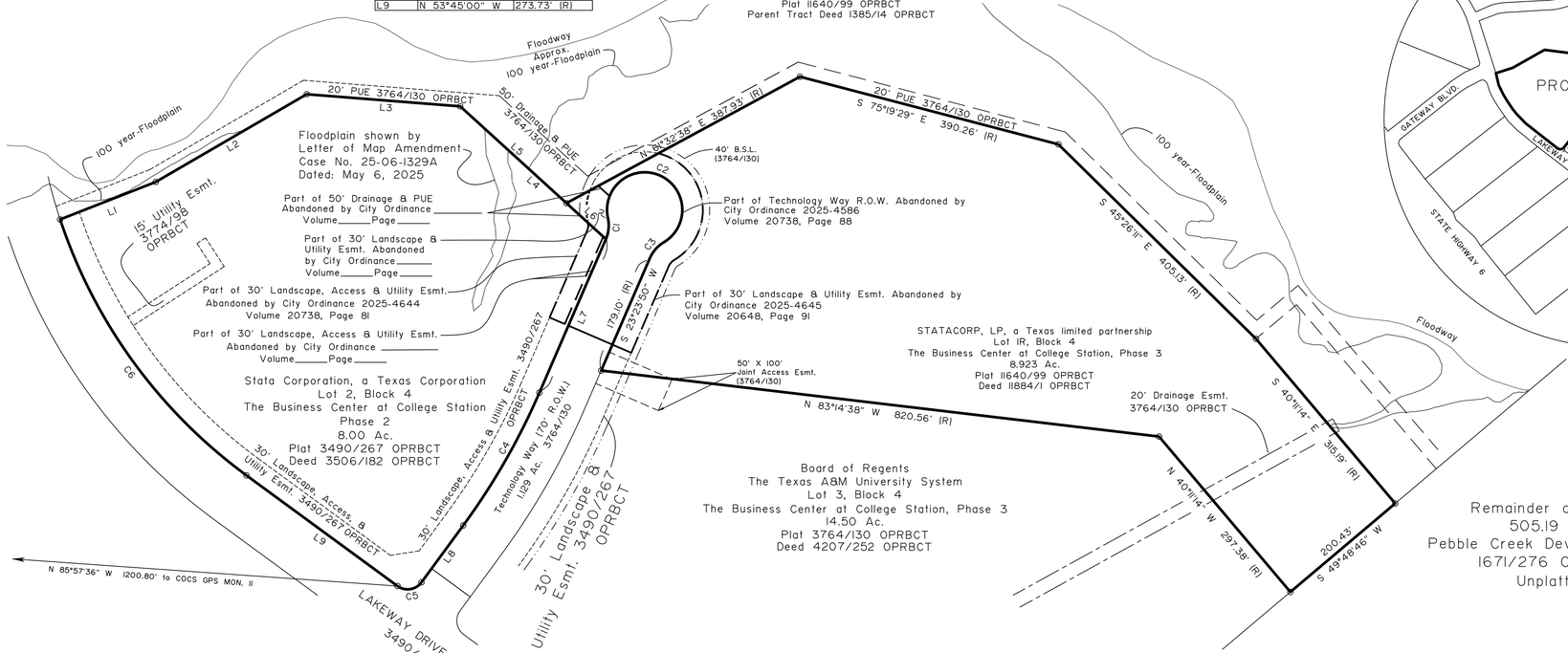
Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement 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.

CURVE TABLE (Record)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	31.37'	30.86'	N 05°25'23" E	35°57'01"
C2	55.00'	241.81'	89.05'	S 66°36'10" E	251°54'04"
C3	50.00'	31.37'	30.86'	S 41°22'21" W	35°57'02"
C4	1000.00'	224.32'	223.85'	S 29°49'25" W	12°51'10"
C5	25.00'	39.27'	35.36'	S 81°15'00" W	90°00'00"
C6	760.00'	470.12'	462.66'	N 36°01'45" W	35°26'31"

LINE TABLE FOR ORIGINAL PLAT - (Record)

LINE	BEARING	DISTANCE
L1	N 68°35'08" E	150.01' (R)
L2	N 59°49'03" E	255.08' (R)
L3	S 85°30'00" E	225.00' (R)
L4	S 47°38'05" E	288.05' (R)
L5	S 47°38'05" E	210.06'
L6	S 47°38'06" E	77.99'
L7	S 23°23'50" W	244.64' (R)
L8	S 36°15'00" W	103.13' (R)
L9	N 53°45'00" W	273.73' (R)



NOTES:

1) ALL BEARINGS AND DISTANCES SHOWN ARE RECORD BASED ON PLAT CALLS.
2) SEE SHEET 2 FOR NORTH ORIENTATION.

ORIGINAL PLAT

VOLUME 3490, PAGE 267
VOLUME 11640, PAGE 99
VOLUME 3764, PAGE 130

LGEND

BSL	BUILDING LINE SETBACK
CI	CURVE NO. I
LI	LINE NO. I
M	MEASURED
PAE	PUBLIC ACCESS EASEMENT
POB	POINT OF BEGINNING
PUE	PUBLIC UTILITY EASEMENT
R	RECORD

LINE LEGEND

- EXISTING PUE AND/OR LANDSCAPE EASEMENTS
- PUBLIC UTILITY EASEMENT
- PUBLIC ACCESS EASEMENT
- LOMA AND 100-YEAR FLOOD AREA
- BUILDING SETBACK LINE
- DRAINAGE EASEMENT

FIELD NOTE DESCRIPTION FOR REPLAT - 17.38 ACRES - (SEE SHEET 2)

All that certain lot, tract or parcel of land being 17.38 Acres situated in the S. W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being all or a part of the following tracts: 1) Being all of Lot 2, Block 4 of the Resubdivision and Final Plat of The Business Center at College Station Phase Two of record in Volume 3490, Page 267, Official Public Records of Brazos County, Texas (OPRBCT), 2) Being all of Lot 1R, Block 4, of the Final Plat of The Business Center at College Station, Phase Three of record in Volume 11640, Page 99, Official Public Records of Brazos County, Texas, and, 3) Being a part of Technology Way as described on Final Plat of Lots 1 and 3, Block 4, The Business Center at College Station, Phase Three of record in Volume 3764, Page 130, Official Public Records of Brazos County, Texas, with Abandonment being described in Volume 20738, Page 88, (OPRBCT), said 17.38 Acre Tract being more particularly described by metes and bounds as follows;

Beginning at a 1/2" Iron Rod with Cap (McClure) found for the most westerly corner, said corner being the most westerly corner of said Lot 2, Block 4, said point being the most westerly south corner of Lot 2R, Block 4 of The Business Center at College Station, Phase Three as described in Volume 11640, Page 99, (OPRBCT), said point being located in the northeast right-of-way line of Lakeway Drive R.O.W. as described in Volume 3490, Page 267, (OPRBCT);
THENCE along the northerly line of said Lot 2, Block 4 and the southerly line of said Lot 2R, Block 4 the following calls:
N 68°35'08" E a distance of 150.01 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point;
N 59°49'03" E a distance of 255.08 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point;
S 85°30'00" E a distance of 225.00 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point; and,
S 47°38'05" E a distance of 210.07 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point, said point being the most westerly corner of said Lot 1R, Block 4;
THENCE along the northerly line of said Lot 1R, Block 4 and the southerly line of said Lot 2R, Block 4 the following calls:
N 61°32'38" E a distance of 387.93 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point;
S 75°19'29" E a distance of 390.26 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point;
S 45°26'11" E a distance of 405.13 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point; and,
S 40°11'14" E a distance of 315.19 feet to a 1/2" Iron Rod with Cap (McClure) found for the most easterly corner, said point being the most easterly corner of said Lot 1R, Block 4, said point being the most easterly south corner of said Lot 2R, Block 4, said point also being located in the northeast line of the Remainder of the Pebble Creek Development Co. Called 505.19 Acre Tract as described in Volume 1671, Page 276, (OPRBCT);
THENCE S 49°48'46" W along the southeast line of said Lot 1R, Block 4 a distance of 200.43 feet to a 1/2" Iron Rod with Cap (Strong) found for the most easterly south corner, said point being the most southerly corner of said Lot 1R, Block 4, said point also being the most easterly corner of Lot 3, Block 4 of The Business Center at College Station, Phase 3 as described in Volume 3764, Page 130, (OPRBCT);
THENCE along the southwest line of said Lot 1R, Block 4 and the northeast line of said Lot 3, Block 4 the following calls:
N 40°11'14" W a distance of 297.38 feet to a 1/2" Iron Rod with Cap (Strong) found for angle point; and,
N 83°14'38" W a distance of 820.56 feet to an "X" in Concrete found for a southwest corner, said point being a southwest corner of said Lot 1R, Block 4, said point being the northwest corner of said Lot 3, Block 4, said point also being located in the southeast right-of-way line of Technology Way as described in Volume 3764, Page 130, (OPRBCT);
THENCE N 23°23'50" E along the northwest line of said Lot 1R, Block 4 and the southeast right-of-way line of said Technology Way R.O.W. a distance of 41.25 feet to a 1/2" Iron Rod found for angle point;
THENCE N 66°36'10" W a distance of 70.00 feet to a 5/8" Iron Rod found in the northwest right-of-way line of said Technology Way R.O.W. for angle point, said point being located in the southeast line of said Lot 2, Block 4;
THENCE S 23°23'50" W along the southeast line of said Lot 2, Block 4 and the northwest right-of-way line of said Technology Way R.O.W. a distance of 106.80 feet to a 1/2" Iron Rod with Cap (McClure) found for the being of a curve;
THENCE continuing along the southeast line of said Lot 2, Block 4 and the northwest right-of-way line of said Technology Way R.O.W. around a curve to the right, same having a radius of 1000.00 feet, with a delta angle of 12°51'10", an arc length of 224.32 feet with a chord that bears S 29°49'25" W a chord distance of 223.85 feet to a 1/2" Iron Rod with Cap (McClure) found for the point of tangency of said curve;
THENCE S 36°15'00" W continuing along the southeast line of said Lot 2, Block 4 and the northwest right-of-way line of said Technology Way R.O.W. a distance of 103.13 feet to a 1/2" Iron Rod with Cap (McClure) found for the beginning of a curve;
THENCE along the south line of said Lot 2, Block 4 and the transition of northwest right-of-way line of said Technology Way R.O.W. and the northeast right-of-way line of Lakeway Drive R.O.W. as described in Volume 3490, Page 267, (OPRBCT) around a curve to the right, same having a radius of 25.00 feet, with a delta angle of 90°00'00", an arc length of 39.27 feet with a chord that bears S 81°15'00" W a chord distance of 35.36 feet to a 1/2" Iron Rod with Cap (McClure) found for the point of tangency of said curve;
THENCE N 53°45'00" W along the southwest line of said Lot 2, Block 4 and the northeast right-of-way line of said Lakeway Drive R.O.W. a distance of 273.73 feet to a 1/2" Iron Rod with Cap (McClure) found for the beginning of a curve;
THENCE along the southwest line of said Lot 2, Block 4 and the northeast right-of-way line of said Lakeway Drive R.O.W. around a curve to the right, same having a radius of 760.00 feet, with a delta angle of 35°26'31", an arc length of 470.12 feet with a chord that bears N 36°01'45" W a chord distance of 462.66 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 17.38 ACRES OF LAND MORE OR LESS.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ENGINEER:
Kimley - Horn
614 Holleman Drive E, Suite 1100
College Station, Tx. 77840
Contact: Annie Briscoe, P.E.
Phone: 682-285-9996

OWNER/DEVELOPER:
StataCorp LLC
4905 Lakeway Drive
College Station, Tx. 77845
Contact: Teresa Van Hyfte
Phone: 979-696-4600

FINAL PLAT OF

THE BUSINESS CENTER AT COLLEGE STATION PHASE TWO, BLOCK 4, LOT 4R 17.38 ACRES

BEING A MINOR REPLAT OF
THE BUSINESS CENTER AT COLLEGE STATION
PHASE TWO, BLOCK 4, LOT 2
VOLUME 3490, PAGE 267, OPRBCT
AND
THE BUSINESS CENTER AT COLLEGE STATION
PHASE THREE, BLOCK 4, LOT 1R
VOLUME 11640, PAGE 99, OPRBCT
AND
PART OF TECHNOLOGY WAY R.O.W.
VOLUME 3764, PAGE 130, OPRBCT
ABANDONMENT IN
VOLUME 20738, PAGE 88, OPRBCT

S. W. ROBERTSON SURVEY, A - 202
COLLEGE STATION, BRAZOS COUNTY, TEXAS
SCALE: 1" = 100' SEPTEMBER 8, 2025
REVISED: August 13, 2026
SHEET 1 OF 3
SURVEYOR: H. Curtis Strong

DCCM Infrastructure, Inc. | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | DCCM.com

Application for Abandonment of
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PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

EXHIBIT NO. 3 1 of 5

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

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

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EXHIBIT NO. 3 2 of 5

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: _____

FRONTIER verizon

By: Michael R. Zwiemann

Title: OSP Engineer

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

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PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

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: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: Rudy Hernandez

Title: Construction Ops Lead

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

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EXHIBIT NO. 3 4 of 5

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: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: Engineering Line Design Manager

WELLBORN SUD

By: _____

Title: _____

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EXHIBIT NO. 3 5 of 5

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: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: G. M.

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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

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PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

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.

NONE

NAME: _____

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

October 22, 2026
Item No. 9.6.
Drainage and Public Utility Easement Abandonment - 210 Technology Way

Sponsor: Cole Gabelman, Graduate Engineer I

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on an ordinance vacating and abandoning a 0.058-acre portion of a 50-foot-wide Drainage, and Public Utility Easement located along Lot 1R, Block 4 of The Business Center at College Station Subdivision, Phase Three, Brazos County, Texas according to the plat recorded in Volume 3764, Page 130 and Volume 11640, Page 99 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

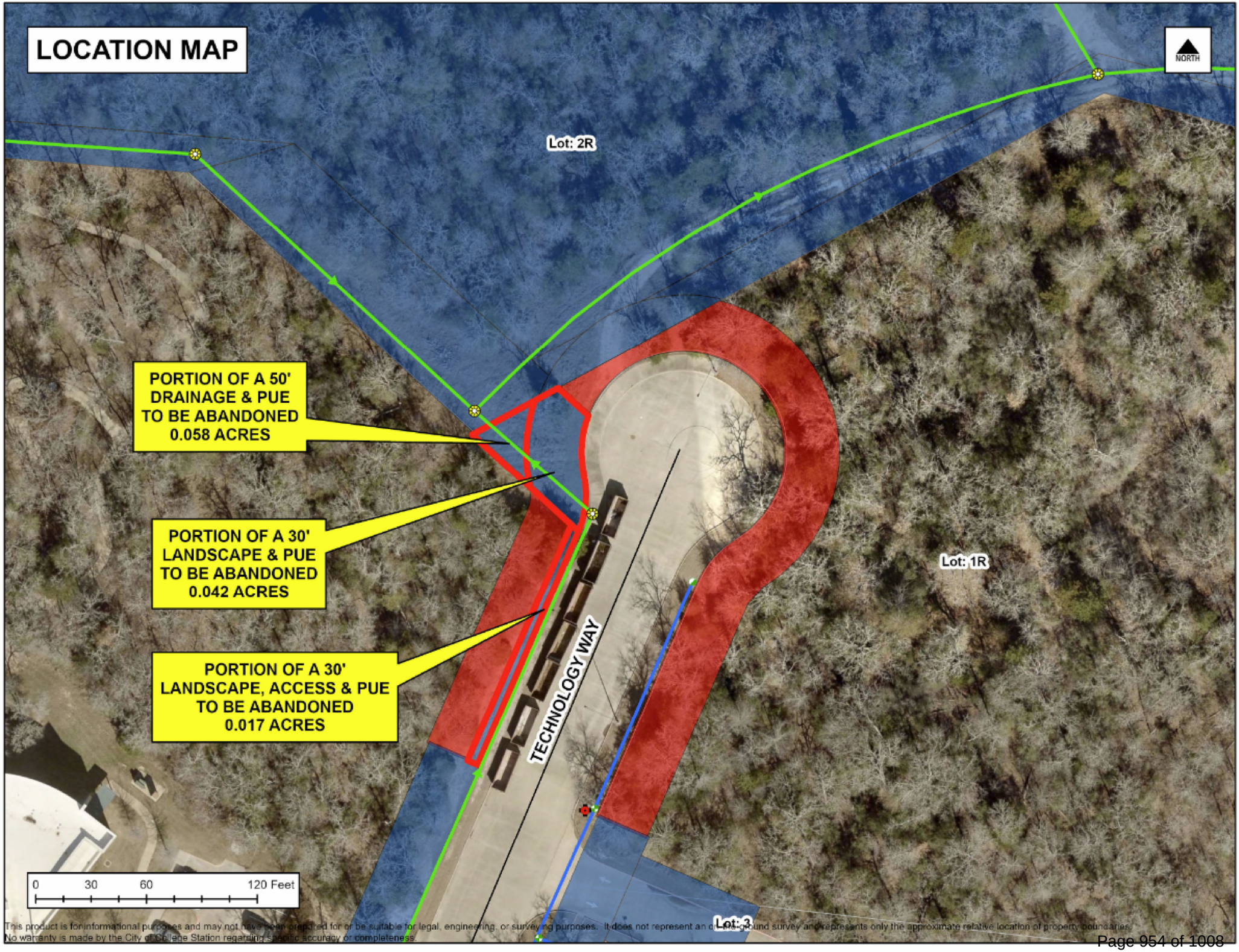
Recommendation(s): Staff recommends approval of the abandonment.

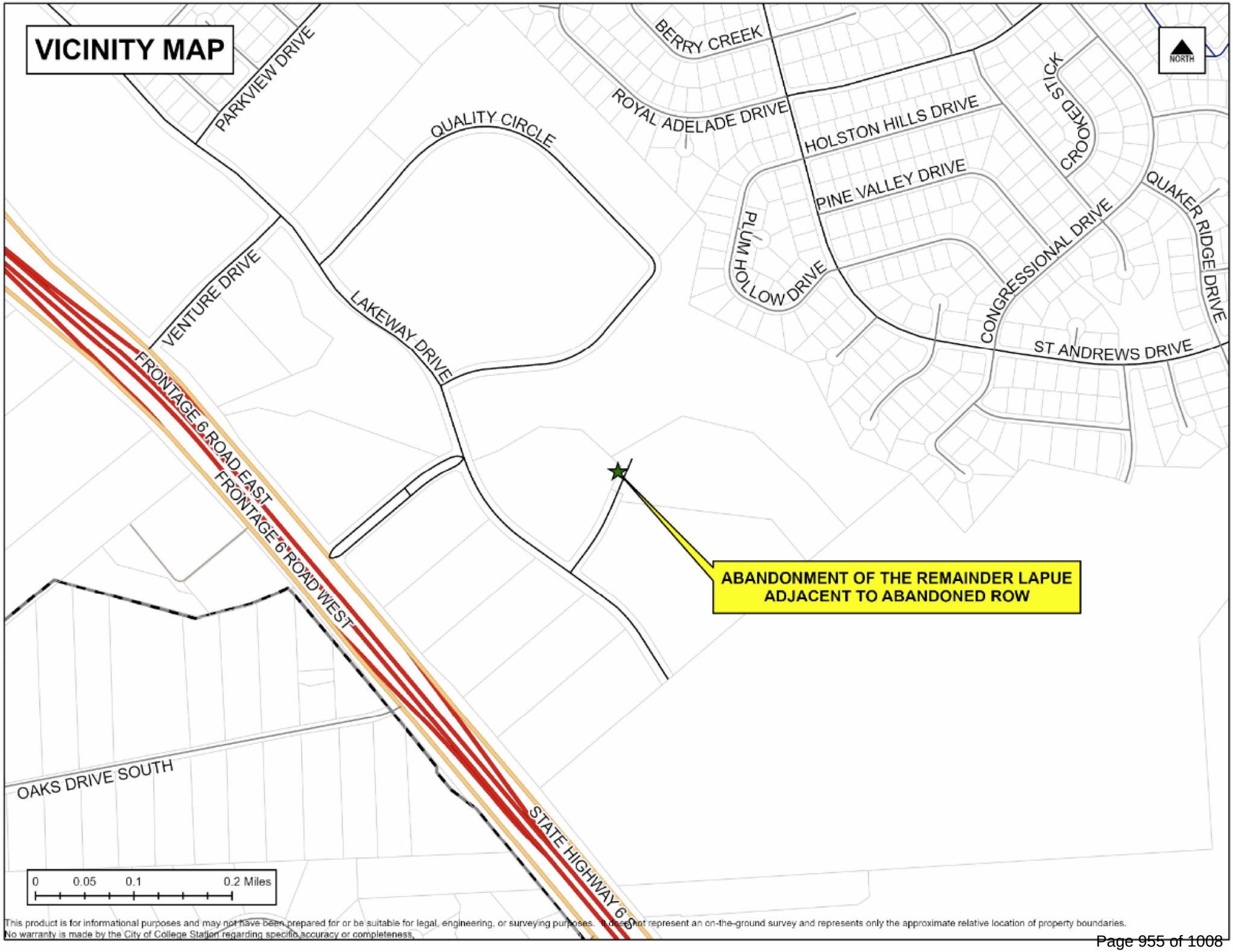
Summary: The Drainage and Public Utility Easement abandonment is being requested by the applicant due to the construction of a commercial building and new drive aisle that occupies a portion of the existing easement. A new Public Access Easement and Public Utility Easement are being dedicated to cover the new drive aisle and the relocated public utilities that cross Lot 1R, Block 4 of The Business Center at College Station Subdivision.

The portion of the easement being abandoned is located approximately 710 feet northeast of the intersection of Technology Way and Lakeway Drive.

Budget & Financial Summary: N/A

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


LOCATION MAP
NORTH
Lot: 2R
PORTION OF A 50' DRAINAGE & PUE TO BE ABANDONED 0.058 ACRES
PORTION OF A 30' LANDSCAPE & PUE TO BE ABANDONED 0.042 ACRES
PORTION OF A 30' LANDSCAPE, ACCESS & PUE TO BE ABANDONED 0.017 ACRES
TECHNOLOGY WAY
Lot: 1R
Lot: 3
0 30 60 120 Feet
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
No warranty is made by the City of College Station regarding specific accuracy or completeness.



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.

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.058 ACRE PORTION OF THE 50-FOOT WIDTH DRAINAGE AND PUBLIC UTILITY EASEMENT, SAID PORTION LYING ALONG LOT 1R, BLOCK 4, OF THE BUSINESS CENTER AT COLLEGE STATION, PHASE THREE SUBDIVISION, ACCORDING TO THE PLAT RECORDED IN VOLUME 3764, PAGE 130 AND VOLUME 11640, PAGE 99, OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the 50-foot wide Drainage and Public Utility Easement, said portion lying along Lot 1R, Block 4, of The Business Center at College Station Phase Three Subdivision, according to the plat recorded in Volume 3764, Page 130, and Volume 11640, Page 99, of the Official Public Records of Brazos County, Texas, as described in **Exhibit "A",** attached hereto (such portion hereinafter referred to as the "Drainage and Public Utility Easement"); and

WHEREAS, in order for the Drainage and Public Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Drainage and Public Utility Easement described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Drainage and Public Utility Easement will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Drainage and Public Utility Easement.

3. There is no anticipated future public need or use for the Drainage and Public Utility Easement.

4. Abandonment of the Drainage and Public Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Drainage and Public Utility Easement as described in **Exhibit "A"** be abandoned and vacated by the City.

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

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

EXHIBIT A

FIELD NOTES
PROPOSED ABANDONMENT
OF A 0.058 ACRE (2515 Sq. Ft.) PORTION OF A
50' WIDE DRAINAGE AND PUBLIC UTILITY EASEMENT
VOLUME 3764, PAGE 130 OPRBCT
UPON, OVER AND ACROSS
LOT 1R, BLOCK 4
THE BUSINESS CENTER AT COLLEGE STATION
PHASE 3
VOLUME 11640, PAGE 99 OPRBCT
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
MAY 22, 2026

All that certain tract, parcel or easement of land being 0.058 of one acre situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being upon, over and across Lot 1R, Block 4, The Business Center at College Station, Phase 3 as described in Plat of record in Volume 11640, Page 99, OPRBCT, said easement dedicated by Plat of record in Volume 3764, Page 130, OPRBCT, said 0.058 of one acre being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod with Cap (McClure) found in the west line of Technology Way R.O.W. as described in Volume 3764, Page 130, OPRBCT for the most southerly corner, said point being a south corner of said Lot 1R, Block 4, said point also being the most easterly corner of Lot 2, Block 4, The Business Center at College Station, Phase 2 as described in Volume 3490, Page 267, OPRBCT;

THENCE N 47 ° 38 ' 05 " W along a southwest line of said Lot 1R, Block 4 and the northeast line of said Lot 2, Block 4 a distance of 77.99 feet to a 1/2" Iron Rod with Cap (McClure) found for the most westerly corner, said point being the most westerly corner of said Lot 1R, Block 4, said point also being a south corner of Lot 2R, Block 4, The Business Center at College Station, Phase 3 as described in Volume 11640, Page 99, OPRBCT;

THENCE N 61 ° 32 ' 38 " E along the northwest line of said Lot 1R, Block 4 and the southeast line of said Lot 2R, Block 4 a distance of 52.94 feet to a point for the most northerly corner, said point being located in the northeast line of a 50' wide Drainage and Public Utility Easement dedicated by Plat of record in Volume 3764, Page 130, OPRBCT, that is a part of said Lot 1R, Block 4 as described in Plat of record in Volume 11640, Page 99, OPRBCT, a 1/2" Iron Rod with Cap (McClure) found for the most northerly corner of said Lot 1R, Block 4 bears N 61 ° 32 ' 38 " E a distance of 334.99 feet;

THENCE S 47 ° 38 '05 " E along the northeast line of said 50' wide Drainage and Public Utility Easement a distance of 22.30 feet to a point in the west right-of-way line of said Technology Way R.O.W. for the east corner;

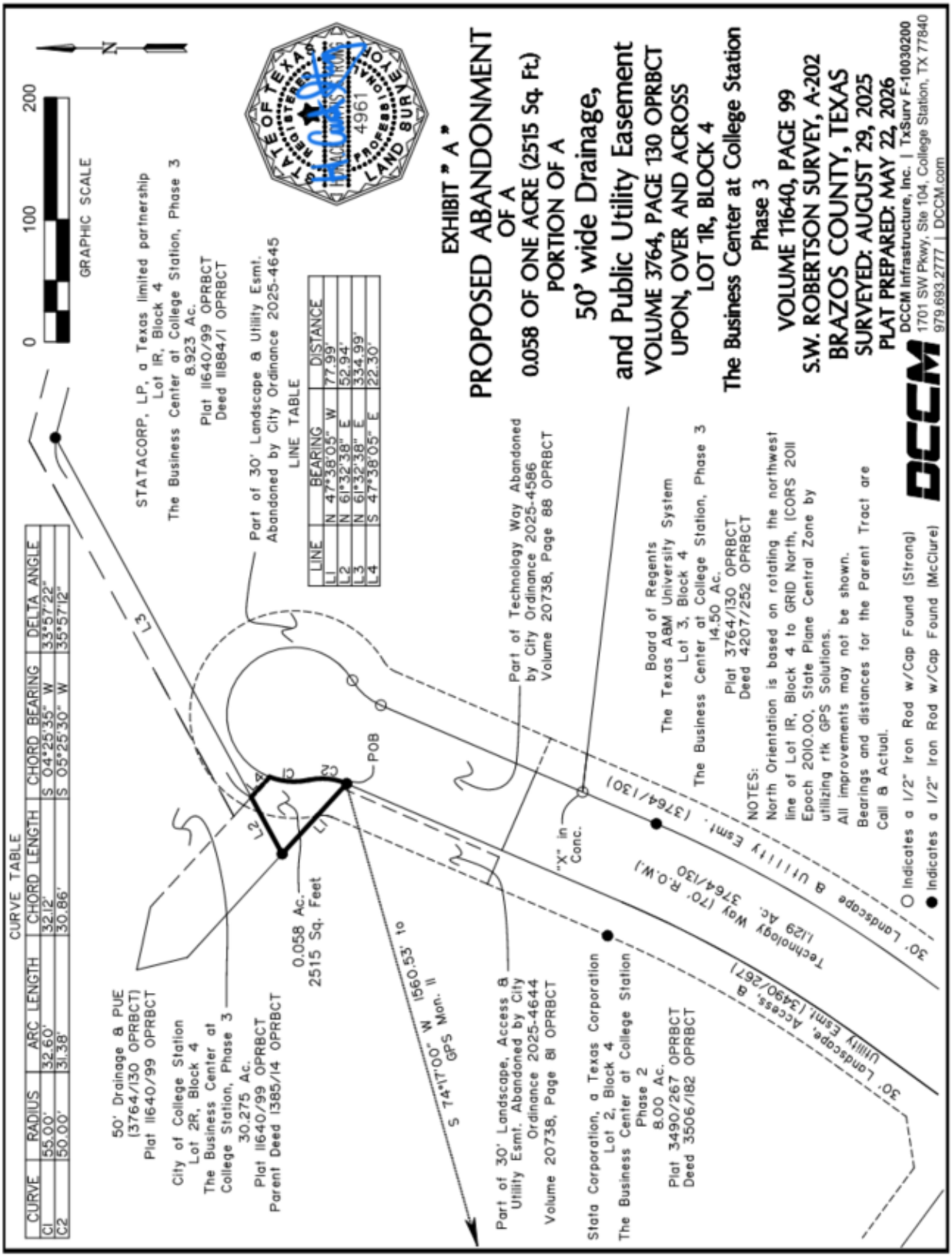
THENCE with the west line of said Technology Way R.O.W. and an east line of said Lot 1R, Block 4 around a curve in a counterclockwise direction having a delta angle of 33 ° 57 ' 22 ", an

DCCM

arc distance of 32.60 feet, a radius of 55.00 feet, and a chord of S 04 ° 25 ' 35 " W, a chord distance of 32.12 feet to a point at the beginning of a curve in a clockwise direction for angle point;

THENCE continuing with the west line of said Technology Way R.O.W. and an east line of said Lot 1R, Block 4 around a curve in a clockwise direction having a delta angle of 35° 57 ' 12 ", an arc distance of 31.38 feet, a radius of 50.00 feet, and a chord of S 05 ° 25 ' 30 " W, a chord distance of 30.86 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 0.058 OF ONE ACRE (2515 Sq. Ft.) OF LAND MORE OR LESS, according to a survey performed on the ground August 29, 2025, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. See copy of accompanying plat for additional information.




EXHIBIT " A "
PROPOSED ABANDONMENT
OF A
0.058 OF ONE ACRE (2515 Sq. Ft.)
PORTION OF A
50' wide Drainage,
and Public Utility Easement
VOLUME 3764, PAGE 130 OPRBCT
UPON, OVER AND ACROSS
LOT 1R, BLOCK 4
The Business Center at College Station
Phase 3
VOLUME 11640, PAGE 99
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
SURVEYED: AUGUST 29, 2025
PLAT PREPARED: MAY 22, 2026
DCCM Infrastructure, Inc. | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | DCCM.com
STATE OF TEXAS
REGISTERED
PROFESSIONAL
LAND SURVEYOR
4961
GRAPHIC SCALE
0
100
200
N
CURVE TABLE
CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE
C1 | 55.00' | 32.60' | 32.12' | S 04°25'35" W | 33°57'22"
C2 | 50.00' | 31.38' | 30.86' | S 05°25'30" W | 35°57'12"
LINE TABLE
LINE | BEARING | DISTANCE
L1 | N 47°38'05" W | 77.99'
L2 | N 61°32'38" E | 52.94'
L3 | N 61°32'38" E | 334.99'
L4 | S 47°38'05" E | 22.30'
STATACORP, LP, a Texas limited partnership
Lot 1R, Block 4
The Business Center at College Station, Phase 3
8.923 Ac.
Plat 11640/99 OPRBCT
Deed 11884/1 OPRBCT
Part of 30' Landscape & Utility Esmt.
Abandoned by City Ordinance 2025-4645
50' Drainage & PUE
(3764/130 OPRBCT)
Plat 11640/99 OPRBCT
City of College Station
Lot 2R, Block 4
The Business Center at
College Station, Phase 3
30.275 Ac.
Plat 11640/99 OPRBCT
Parent Deed 1385/14 OPRBCT
0.058 Ac.
2515 Sq. Feet
POB
S 74°17'00" W 1560.53' to
GPS Mon. 11
Part of 30' Landscape, Access &
Utility Esmt. Abandoned by City
Ordinance 2025-4644
Volume 20738, Page 81 OPRBCT
Part of Technology Way Abandoned
by City Ordinance 2025-4586
Volume 20738, Page 88 OPRBCT
"X" in
Conc.
Board of Regents
The Texas A&M University System
Lot 3, Block 4
The Business Center at College Station, Phase 3
14.50 Ac.
Plat 3764/130 OPRBCT
Deed 4207/252 OPRBCT
Stata Corporation, a Texas Corporation
Lot 2, Block 4
The Business Center at College Station
Phase 2
8.00 Ac.
Plat 3490/267 OPRBCT
Deed 3506/182 OPRBCT
30' Landscape & Utility Esmt. (3764/130)
Technology Way (70' R.O.W.)
1.129 Ac. 3764/130
30' Landscape, Access, & Utility Esmt. (3490/267)
NOTES:
North Orientation is based on rotating the northwest line of Lot 1R, Block 4 to GRID North, (CORS 2011 Epoch 2010.00, State Plane Central Zone by utilizing rtk GPS Solutions.
All improvements may not be shown.
Bearings and distances for the Parent Tract are Call & Actual.
○ Indicates a 1/2" Iron Rod w/Cap Found (Strong)
● Indicates a 1/2" Iron Rod w/Cap Found (McClure)

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

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):

4905 LAKEWAY DR, COLLEGE STATION, TX 77845
DEED VOLUME 3506, PAGE 182 OPRBCT LOT 2, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 2
PLAT VOLUME 3490, PAGE 267 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

210 TECHNOLOGY WAY, COLLEGE STATION, TX 77845
DEED VOLUME 11884, PAGE 1 OPRBCT LOT 1R, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 3
PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Soheil Hamideh E-mail shamideh@arkitex.com
Street Address 308 N Bryan Ave.
City Bryan State Texas Zip Code 77803
Phone Number 979-300-0528 Fax Number

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name StataCorp LLC (Alan Riley) E-mail tvanhyfte@stata.com
Street Address 4905 Lakeway Dr.
City College Station State Texas Zip Code 77845
Phone Number 979-696-4600 Fax Number 979-696-4601

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.

Alan B, President — Signature and title
5/21/2026 — 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_____ E-mail_____

Street Address _____

City_____ State_____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

Name_____ E-mail _____

Street Address _____

City_____ State_____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

Name_____ E-mail _____

Street Address _____

City_____ State_____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

This abandonment will not affect access. A portion of the cul-de-sac ROW (at the end of Technology Way) was already abandoned under Project No. ABAN2024-000007. With the portion of the cul-de-sac added to Lots 2 and R1, all lots will continue to have access to public roads and LAUEs , while the existing LAUEs that are no longer applicable are proposed to be abandoned.

8. That there is no current public need or use for the easement or right-of-way because:

The portion of right-of-way was previously abandoned (Project No.ABAN2024-000007) and is now part of the adjacent lots. Existing easements that do not serve other properties or contain infrastructure are being replaced through the replat with new easements aligned with the updated lot layout.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The proposed abandonment areas do not impact access or utility service to any other properties.

10. That all public utilities have access to serve current and future customers because:

All public utilities retain access to serve current and future customers. With the cul-de-sac abandoned and incorporated into Lots 2 and R1, all lots will maintain access to public roads and utilities. Existing LAUEs outside the abandoned area will remain unchanged, and only the portions no longer applicable are proposed for abandonment. New LAUEs will be dedicated as required in coordination with the revised lot layout and replat.

11. Such public right-of-way/easement has been and is being used as follows:

The requested portions of the landscape, access, and utility easements do not house public landscaping improvements, access, or utilities.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Alan B, President
Signature and title

5/21/2026
Date

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 21 day of May, 2026 by Alan Riley.

KRISTEN HERRING
Notary ID #11835785
My Commission Expires
March 27, 2028

Kristen Herring
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 4905 LAKEWAY DR, COLLEGE STATION, TX 77845
DEED VOLUME 3506, PAGE 182 OPRBCT LOT 2, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 2
PLAT VOLUME 3490, PAGE 267 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

210 TECHNOLOGY WAY, COLLEGE STATION, TX 77845
DEED VOLUME 11884, PAGE 1 OPRBCT LOT 1R, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 3
PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

_____

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

EXHIBIT A

FIELD NOTES
PROPOSED ABANDONMENT
OF A 0.058 ACRE (2515 Sq. Ft.) PORTION OF A
50’ WIDE DRAINAGE AND PUBLIC UTILITY EASEMENT
VOLUME 3764, PAGE 130 OPRBCT
UPON, OVER AND ACROSS
LOT 1R, BLOCK 4
THE BUSINESS CENTER AT COLLEGE STATION
PHASE 3
VOLUME 11640, PAGE 99 OPRBCT
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
MAY 22, 2026

All that certain tract, parcel or easement of land being 0.058 of one acre situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being upon, over and across Lot 1R, Block 4, The Business Center at College Station, Phase 3 as described in Plat of record in Volume 11640, Page 99, OPRBCT, said easement dedicated by Plat of record in Volume 3764, Page 130, OPRBCT, said 0.058 of one acre being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod with Cap (McClure) found in the west line of Technology Way R.O.W. as described in Volume 3764, Page 130, OPRBCT for the most southerly corner, said point being a south corner of said Lot 1R, Block 4, said point also being the most easterly corner of Lot 2, Block 4, The Business Center at College Station, Phase 2 as described in Volume 3490, Page 267, OPRBCT;

THENCE N 47 ° 38 ' 05 " W along a southwest line of said Lot 1R, Block 4 and the northeast line of said Lot 2, Block 4 a distance of 77.99 feet to a 1/2" Iron Rod with Cap (McClure) found for the most westerly corner, said point being the most westerly corner of said Lot 1R, Block 4, said point also being a south corner of Lot 2R, Block 4, The Business Center at College Station, Phase 3 as described in Volume 11640, Page 99, OPRBCT;

THENCE N 61 ° 32 ' 38 " E along the northwest line of said Lot 1R, Block 4 and the southeast line of said Lot 2R, Block 4 a distance of 52.94 feet to a point for the most northerly corner, said point being located in the northeast line of a 50’ wide Drainage and Public Utility Easement dedicated by Plat of record in Volume 3764, Page 130, OPRBCT, that is a part of said Lot 1R, Block 4 as described in Plat of record in Volume 11640, Page 99, OPRBCT, a 1/2" Iron Rod with Cap (McClure) found for the most northerly corner of said Lot 1R, Block 4 bears N 61 ° 32 ‘ 38 “ E a distance of 334.99 feet;

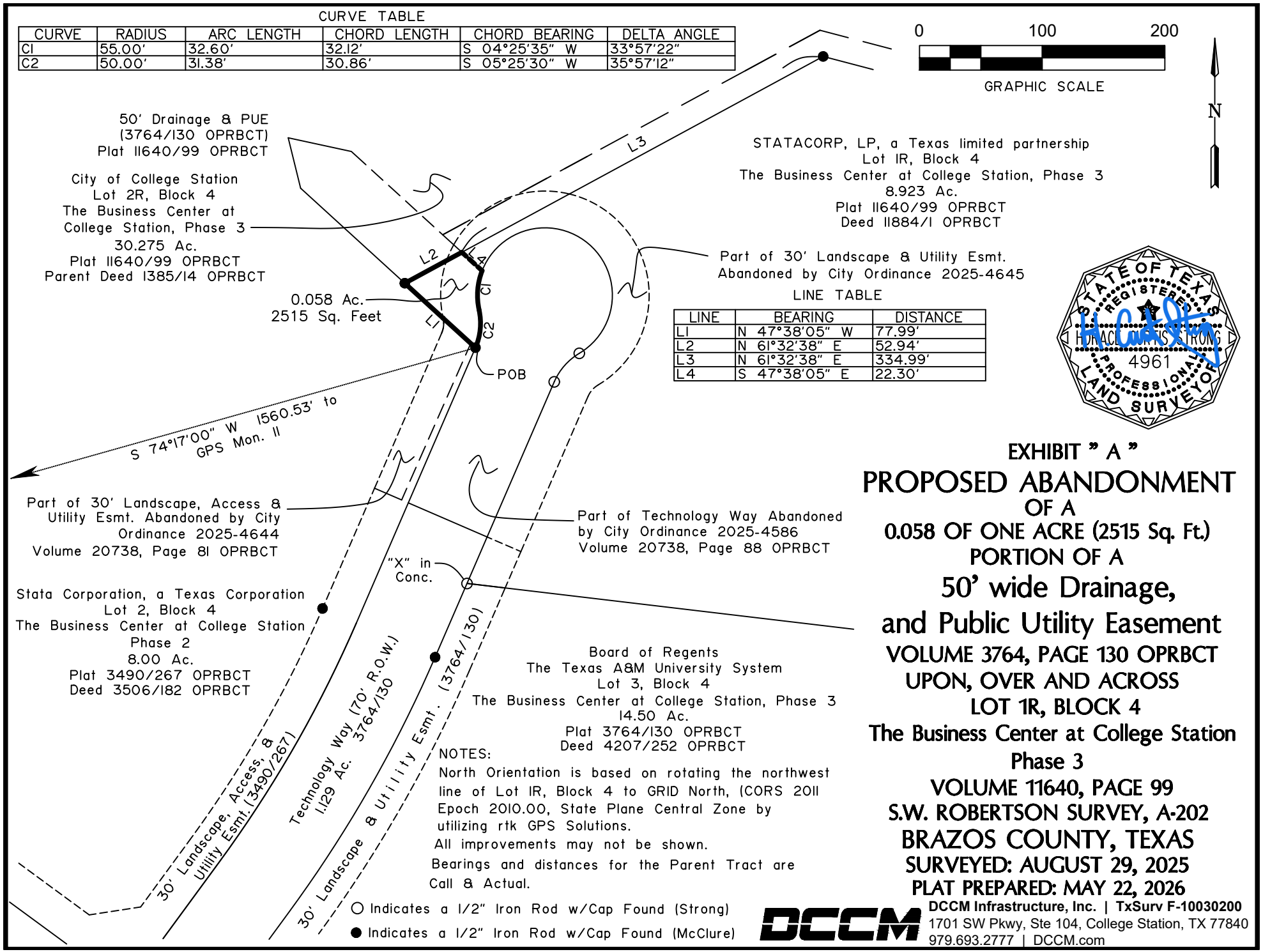
THENCE S 47 ° 38 '05 " E along the northeast line of said 50’ wide Drainage and Public Utility Easement a distance of 22.30 feet to a point in the west right-of-way line of said Technology Way R.O.W. for the east corner;

THENCE with the west line of said Technology Way R.O.W. and an east line of said Lot 1R, Block 4 around a curve in a counterclockwise direction having a delta angle of 33 ° 57 ’ 22 ”, an

arc distance of 32.60 feet, a radius of 55.00 feet, and a chord of S 04 ° 25 ’ 35 ” W, a chord distance of 32.12 feet to a point at the beginning of a curve in a clockwise direction for angle point;

THENCE continuing with the west line of said Technology Way R.O.W. and an east line of said Lot 1R, Block 4 around a curve in a clockwise direction having a delta angle of 35° 57 ’ 12 ”, an arc distance of 31.38 feet, a radius of 50.00 feet, and a chord of S 05 ° 25 ’ 30 ” W, a chord distance of 30.86 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 0.058 OF ONE ACRE (2515 Sq. Ft.) OF LAND MORE OR LESS, according to a survey performed on the ground August 29, 2025, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. See copy of accompanying plat for additional information.




CURVE TABLE
CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE
C1 | 55.00' | 32.60' | 32.12' | S 04°25'35" W | 33°57'22"
C2 | 50.00' | 31.38' | 30.86' | S 05°25'30" W | 35°57'12"
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GRAPHIC SCALE
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50' Drainage & PUE
(3764/130 OPRBCT)
Plat 11640/99 OPRBCT
City of College Station
Lot 2R, Block 4
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30.275 Ac.
Plat 11640/99 OPRBCT
Parent Deed 1385/14 OPRBCT
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Lot 1R, Block 4
The Business Center at College Station, Phase 3
8.923 Ac.
Plat 11640/99 OPRBCT
Deed 11884/1 OPRBCT
Part of 30' Landscape & Utility Esmt.
Abandoned by City Ordinance 2025-4645
0.058 Ac.
2515 Sq. Feet
L1
L2
L3
L4
C1
C2
POB
LINE TABLE
LINE | BEARING | DISTANCE
L1 | N 47°38'05" W | 77.99'
L2 | N 61°32'38" E | 52.94'
L3 | N 61°32'38" E | 334.99'
L4 | S 47°38'05" E | 22.30'
STATE OF TEXAS
REGISTERED
PROFESSIONAL
LAND SURVEYOR
4961
S 74°17'00" W 1560.53' to
GPS Mon. 11
Part of 30' Landscape, Access &
Utility Esmt. Abandoned by City
Ordinance 2025-4644
Volume 20738, Page 81 OPRBCT
Part of Technology Way Abandoned
by City Ordinance 2025-4586
Volume 20738, Page 88 OPRBCT
"X" in
Conc.
Stata Corporation, a Texas Corporation
Lot 2, Block 4
The Business Center at College Station
Phase 2
8.00 Ac.
Plat 3490/267 OPRBCT
Deed 3506/182 OPRBCT
30' Landscape, Access, &
Utility Esmt.(3490/267)
Technology Way (70' R.O.W.)
1.129 Ac. 3764/130
30' Landscape & Utility Esmt. (3764/130)
Board of Regents
The Texas A&M University System
Lot 3, Block 4
The Business Center at College Station, Phase 3
14.50 Ac.
Plat 3764/130 OPRBCT
Deed 4207/252 OPRBCT
NOTES:
North Orientation is based on rotating the northwest line of Lot 1R, Block 4 to GRID North, (CORS 2011 Epoch 2010.00, State Plane Central Zone by utilizing rtk GPS Solutions.
All improvements may not be shown.
Bearings and distances for the Parent Tract are Call & Actual.
○ Indicates a 1/2" Iron Rod w/Cap Found (Strong)
● Indicates a 1/2" Iron Rod w/Cap Found (McClure)
EXHIBIT " A "
PROPOSED ABANDONMENT
OF A
0.058 OF ONE ACRE (2515 Sq. Ft.)
PORTION OF A
50' wide Drainage,
and Public Utility Easement
VOLUME 3764, PAGE 130 OPRBCT
UPON, OVER AND ACROSS
LOT 1R, BLOCK 4
The Business Center at College Station
Phase 3
VOLUME 11640, PAGE 99
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
SURVEYED: AUGUST 29, 2025
PLAT PREPARED: MAY 22, 2026
DCCM
DCCM Infrastructure, Inc. | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | DCCM.com

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 4905 LAKEWAY DR, COLLEGE STATION, TX 77845
DEED VOLUME 3506, PAGE 182 OPRBCT LOT 2, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 2
PLAT VOLUME 3490, PAGE 267 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

210 TECHNOLOGY WAY, COLLEGE STATION, TX 77845
DEED VOLUME 11884, PAGE 1 OPRBCT LOT 1R, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 3
PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

EXHIBIT NO. 2

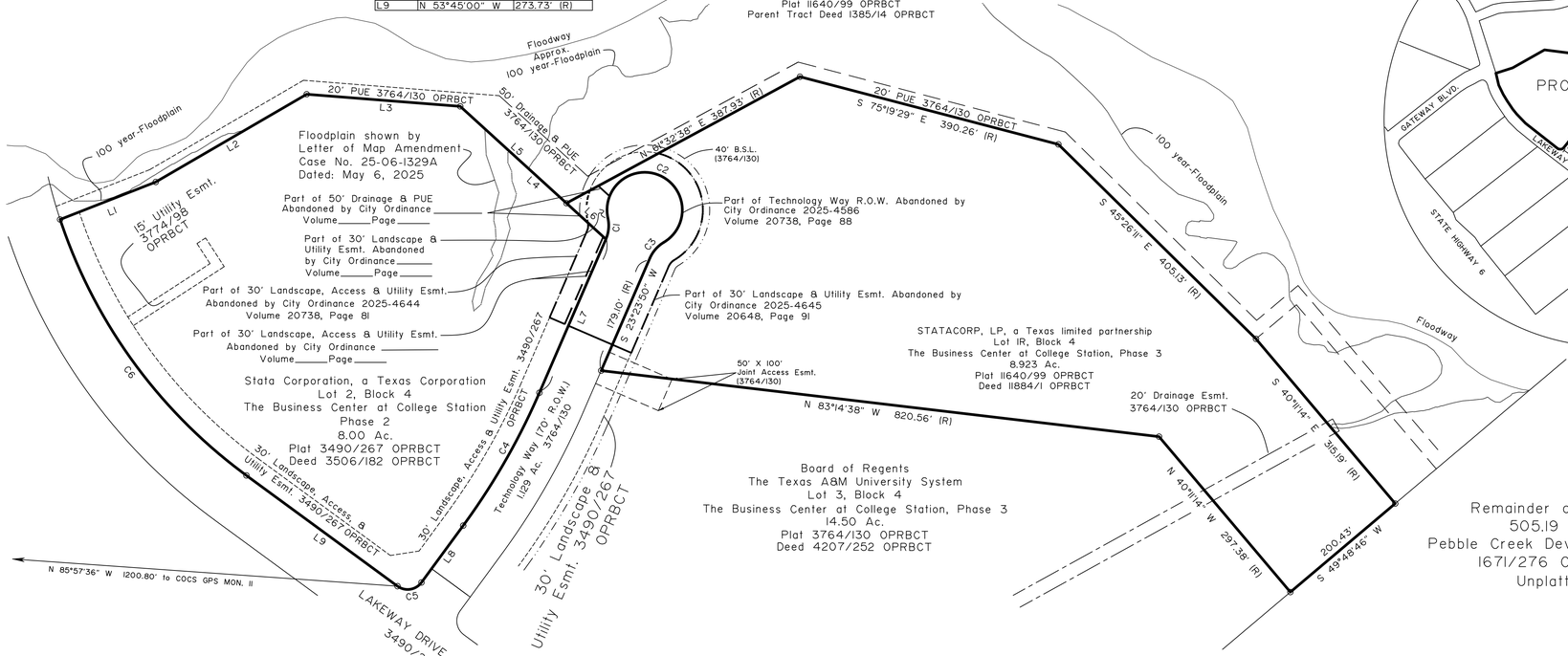
Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement 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.

CURVE TABLE (Record)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	31.37'	30.86'	N 05°25'23" E	35°57'01"
C2	55.00'	241.81'	89.05'	S 66°36'10" E	251°54'04"
C3	50.00'	31.37'	30.86'	S 41°22'21" W	35°57'02"
C4	1000.00'	224.32'	223.85'	S 29°49'25" W	12°51'10"
C5	25.00'	39.27'	35.36'	S 81°15'00" W	90°00'00"
C6	760.00'	470.12'	462.66'	N 36°01'45" W	35°26'31"

LINE TABLE FOR ORIGINAL PLAT - (Record)

LINE	BEARING	DISTANCE
L1	N 68°35'08" E	150.01' (R)
L2	N 59°49'03" E	255.08' (R)
L3	S 85°30'00" E	225.00' (R)
L4	S 47°38'05" E	288.05' (R)
L5	S 47°38'05" E	210.06'
L6	S 47°38'06" E	77.99'
L7	S 23°23'50" W	244.64' (R)
L8	S 36°15'00" W	103.13' (R)
L9	N 53°45'00" W	273.73' (R)



NOTES:
1) ALL BEARINGS AND DISTANCES SHOWN ARE RECORD BASED ON PLAT CALLS.
2) SEE SHEET 2 FOR NORTH ORIENTATION.

ORIGINAL PLAT

VOLUME 3490, PAGE 267
VOLUME 11640, PAGE 99
VOLUME 3764, PAGE 130

LGEND

BSL	BUILDING LINE SETBACK
CI	CURVE NO. I
LI	LINE NO. I
M	MEASURED
PAE	PUBLIC ACCESS EASEMENT
POB	POINT OF BEGINNING
PUE	PUBLIC UTILITY EASEMENT
R	RECORD

LINE LEGEND

- EXISTING PUE AND/OR LANDSCAPE EASEMENTS
- PUBLIC UTILITY EASEMENT
- PUBLIC ACCESS EASEMENT
- LOMA AND 100-YEAR FLOOD AREA
- BUILDING SETBACK LINE
- DRAINAGE EASEMENT

FIELD NOTE DESCRIPTION FOR REPLAT - 17.38 ACRES - (SEE SHEET 2)

All that certain lot, tract or parcel of land being 17.38 Acres situated in the S. W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being all or a part of the following tracts: 1) Being all of Lot 2, Block 4 of the Resubdivision and Final Plat of The Business Center at College Station Phase Two of record in Volume 3490, Page 267, Official Public Records of Brazos County, Texas (OPRBCT), 2) Being all of Lot 1R, Block 4, of the Final Plat of The Business Center at College Station, Phase Three of record in Volume 11640, Page 99, Official Public Records of Brazos County, Texas, and, 3) Being a part of Technology Way as described on Final Plat of Lots 1 and 3, Block 4, The Business Center at College Station, Phase Three of record in Volume 3764, Page 130, Official Public Records of Brazos County, Texas, with Abandonment being described in Volume 20738, Page 88, (OPRBCT), said 17.38 Acre Tract being more particularly described by metes and bounds as follows;

Beginning at a 1/2" Iron Rod with Cap (McClure) found for the most westerly corner, said corner being the most westerly corner of said Lot 2, Block 4, said point being the most westerly south corner of Lot 2R, Block 4 of The Business Center at College Station, Phase Three as described in Volume 11640, Page 99, (OPRBCT), said point being located in the northeast right-of-way line of Lakeway Drive R.O.W. as described in Volume 3490, Page 267, (OPRBCT);
THENCE along the northerly line of said Lot 2, Block 4 and the southerly line of said Lot 2R, Block 4 the following calls:
N 68°35'08" E a distance of 150.01 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point;
N 59°49'03" E a distance of 255.08 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point;
S 85°30'00" E a distance of 225.00 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point; and,
S 47°38'05" E a distance of 210.07 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point, said point being the most westerly corner of said Lot 1R, Block 4;
THENCE along the northerly line of said Lot 1R, Block 4 and the southerly line of said Lot 2R, Block 4 the following calls:
N 61°32'38" E a distance of 387.93 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point;
S 75°19'29" E a distance of 390.26 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point;
S 45°26'11" E a distance of 405.13 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point; and,
S 40°11'14" E a distance of 315.19 feet to a 1/2" Iron Rod with Cap (McClure) found for the most easterly corner, said point being the most easterly corner of said Lot 1R, Block 4, said point being the most easterly south corner of said Lot 2R, Block 4, said point also being located in the northeast line of the Remainder of the Pebble Creek Development Co. Called 505.19 Acre Tract as described in Volume 1671, Page 276, (OPRBCT);
THENCE S 49°48'46" W along the southeast line of said Lot 1R, Block 4 a distance of 200.43 feet to a 1/2" Iron Rod with Cap (Strong) found for the most easterly south corner, said point being the most southerly corner of said Lot 1R, Block 4, said point also being the most easterly corner of Lot 3, Block 4 of The Business Center at College Station, Phase 3 as described in Volume 3764, Page 130, (OPRBCT);
THENCE along the southwest line of said Lot 1R, Block 4 and the northeast line of said Lot 3, Block 4 the following calls:
N 40°11'14" W a distance of 297.38 feet to a 1/2" Iron Rod with Cap (Strong) found for angle point; and,
N 83°14'38" W a distance of 820.56 feet to an "X" in Concrete found for a southwest corner, said point being a southwest corner of said Lot 1R, Block 4, said point being the northwest corner of said Lot 3, Block 4, said point also being located in the southeast right-of-way line of Technology Way as described in Volume 3764, Page 130, (OPRBCT);
THENCE N 23°23'50" E along the northwest line of said Lot 1R, Block 4 and the southeast right-of-way line of said Technology Way R.O.W. a distance of 41.25 feet to a 1/2" Iron Rod found for angle point;
THENCE N 66°36'10" W a distance of 70.00 feet to a 5/8" Iron Rod found in the northwest right-of-way line of said Technology Way R.O.W. for angle point, said point being located in the southeast line of said Lot 2, Block 4;
THENCE S 23°23'50" W along the southeast line of said Lot 2, Block 4 and the northwest right-of-way line of said Technology Way R.O.W. a distance of 106.80 feet to a 1/2" Iron Rod with Cap (McClure) found for the being of a curve;
THENCE continuing along the southeast line of said Lot 2, Block 4 and the northwest right-of-way line of said Technology Way R.O.W. around a curve to the right, same having a radius of 1000.00 feet, with a delta angle of 12°51'10", an arc length of 224.32 feet with a chord that bears S 29°49'25" W a chord distance of 223.85 feet to a 1/2" Iron Rod with Cap (McClure) found for the point of tangency of said curve;
THENCE S 36°15'00" W continuing along the southeast line of said Lot 2, Block 4 and the northwest right-of-way line of said Technology Way R.O.W. a distance of 103.13 feet to a 1/2" Iron Rod with Cap (McClure) found for the beginning of a curve;
THENCE along the south line of said Lot 2, Block 4 and the transition of northwest right-of-way line of said Technology Way R.O.W. and the northeast right-of-way line of Lakeway Drive R.O.W. as described in Volume 3490, Page 267, (OPRBCT) around a curve to the right, same having a radius of 25.00 feet, with a delta angle of 90°00'00", an arc length of 39.27 feet with a chord that bears S 81°15'00" W a chord distance of 35.36 feet to a 1/2" Iron Rod with Cap (McClure) found for the point of tangency of said curve;
THENCE N 53°45'00" W along the southwest line of said Lot 2, Block 4 and the northeast right-of-way line of said Lakeway Drive R.O.W. a distance of 273.73 feet to a 1/2" Iron Rod with Cap (McClure) found for the beginning of a curve;
THENCE along the southwest line of said Lot 2, Block 4 and the northeast right-of-way line of said Lakeway Drive R.O.W. around a curve to the right, same having a radius of 760.00 feet, with a delta angle of 35°26'31", an arc length of 470.12 feet with a chord that bears N 36°01'45" W a chord distance of 462.66 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 17.38 ACRES OF LAND MORE OR LESS.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ENGINEER:
Kimley - Horn
614 Holleman Drive E, Suite 1100
College Station, Tx. 77840
Contact: Annie Briscoe, P.E.
Phone: 682-285-9996

OWNER/DEVELOPER:
StataCorp LLC
4905 Lakeway Drive
College Station, Tx. 77845
Contact: Teresa Van Hyfte
Phone: 979-696-4600

FINAL PLAT OF

THE BUSINESS CENTER AT COLLEGE STATION PHASE TWO, BLOCK 4, LOT 4R 17.38 ACRES

BEING A MINOR REPLAT OF
THE BUSINESS CENTER AT COLLEGE STATION
PHASE TWO, BLOCK 4, LOT 2
VOLUME 3490, PAGE 267, OPRBCT
AND
THE BUSINESS CENTER AT COLLEGE STATION
PHASE THREE, BLOCK 4, LOT 1R
VOLUME 11640, PAGE 99, OPRBCT
AND
PART OF TECHNOLOGY WAY R.O.W.
VOLUME 3764, PAGE 130, OPRBCT
ABANDONMENT IN
VOLUME 20738, PAGE 88, OPRBCT

S. W. ROBERTSON SURVEY, A - 202
COLLEGE STATION, BRAZOS COUNTY, TEXAS
SCALE: 1" = 100' SEPTEMBER 8, 2025
REVISED: August 13, 2026
SHEET 1 OF 3
SURVEYOR: H. Curtis Strong

DCCM Infrastructure, Inc. | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | DCCM.com

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 4905 LAKEWAY DR, COLLEGE STATION, TX 77845
DEED VOLUME 3506, PAGE 182 OPRBCT LOT 2, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 2
PLAT VOLUME 3490, PAGE 267 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS
210 TECHNOLOGY WAY, COLLEGE STATION, TX 77845
DEED VOLUME 11884, PAGE 1 OPRBCT LOT 1R, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 3
PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

EXHIBIT NO. 3 1 of 5

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

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

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PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

EXHIBIT NO. 3 2 of 5

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: _____

FRONTIER verizon

By: Michael R. Zwiemann

Title: OSP Engineer

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 4905 LAKEWAY DR, COLLEGE STATION, TX 77845
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PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

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: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: Rudy Hernandez

Title: Construction Ops Lead

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

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PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

EXHIBIT NO. 3 4 of 5

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: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: Engineering Line Design Manager

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

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EXHIBIT NO. 3 5 of 5

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: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: G. M.

Application for Abandonment of
a Public Right-of-Way/Easement

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PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

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
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PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

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.

NONE

NAME: _____

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

October 22, 2026
Item No. 9.7.
Landscape and Utility Easement Abandonment - 210 Technology Way

Sponsor: Cole Gabelman, Graduate Engineer I

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on an ordinance vacating and abandoning a 0.042-acre portion of a 30-foot-wide Landscape and Utility Easement located along Lot 1R, Block 4 of The Business Center at College Station Subdivision, Phase Three, Brazos County, Texas according to the plats recorded in Volume 3764, Page 130, and Volume 11640, Page 99 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:

- Core Services and Infrastructure
- Diverse Growing Economy

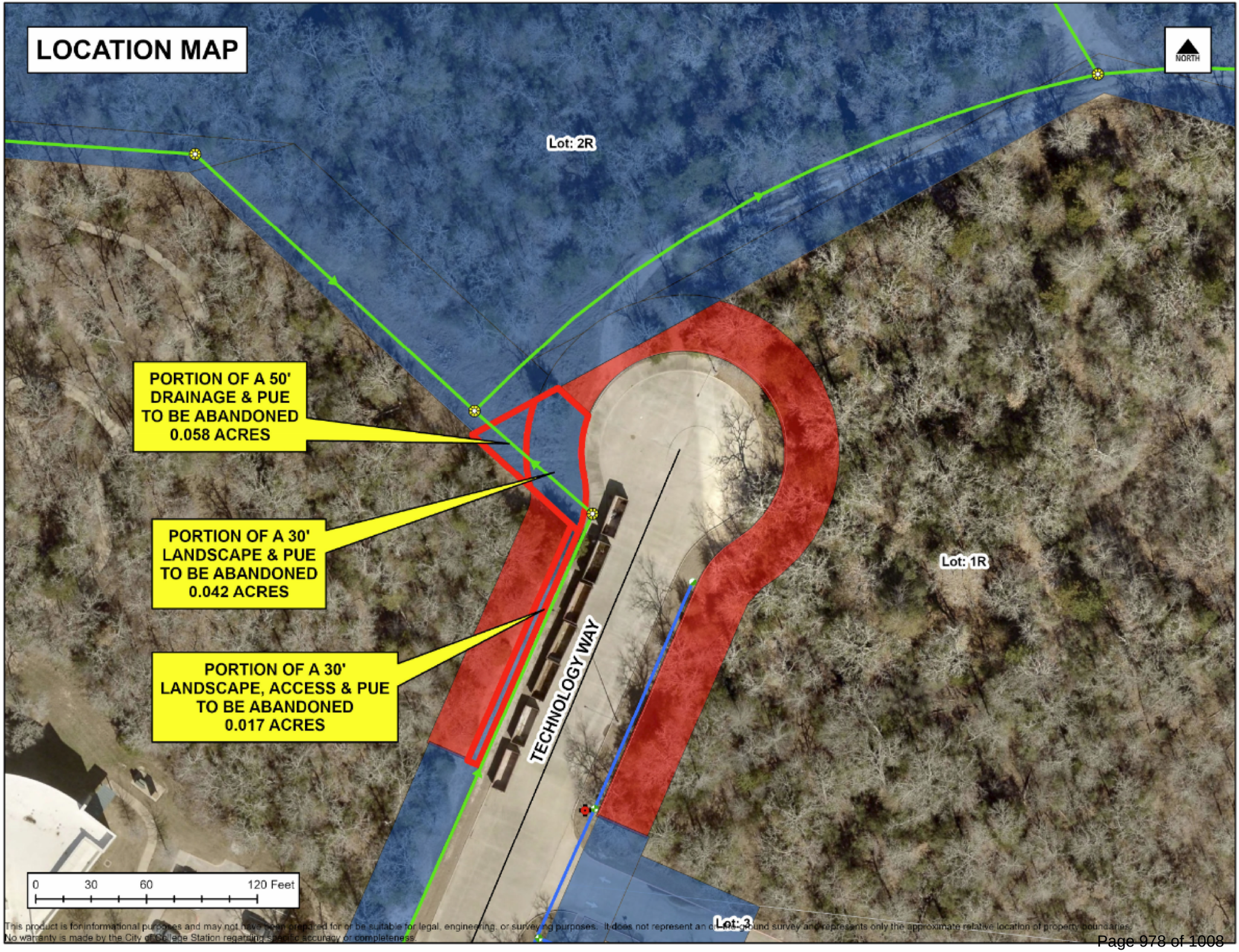
Recommendation(s): Staff recommends approval of the abandonment.

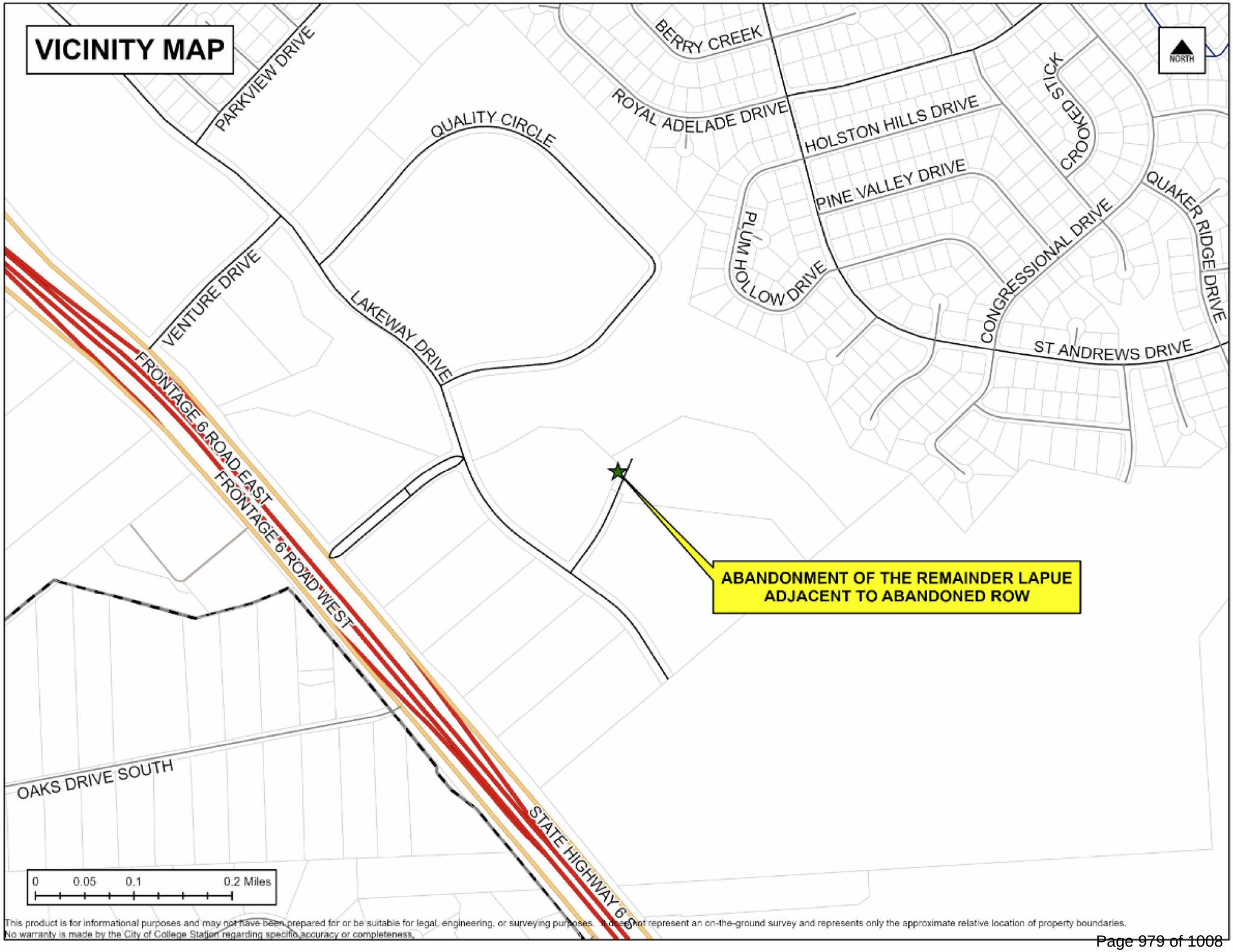
Summary: The Landscape and Utility Easement abandonment is being requested by the applicant due to the construction of a commercial building and new drive aisle that occupies a portion of the existing easement. A new Public Access Easement and Public Utility Easement are being dedicated to cover the new drive aisle and the relocated public utilities that cross Lot 1R, Block 4 of The Business Center at College Station Subdivision.

The portion of the easement being abandoned is located approximately 710 feet northeast of the intersection of Technology Way and Lakeway Drive.

Budget & Financial Summary: N/A

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


LOCATION MAP
NORTH
Lot: 2R
PORTION OF A 50' DRAINAGE & PUE TO BE ABANDONED 0.058 ACRES
PORTION OF A 30' LANDSCAPE & PUE TO BE ABANDONED 0.042 ACRES
PORTION OF A 30' LANDSCAPE, ACCESS & PUE TO BE ABANDONED 0.017 ACRES
TECHNOLOGY WAY
Lot: 1R
Lot: 3
0 30 60 120 Feet
This product is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.
No warranty is made by the City of College Station regarding specific accuracy or completeness.



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.

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING A 0.042 ACRE PORTION OF THE 30-FOOT WIDTH LANDSCAPE AND UTILITY EASEMENT, SAID PORTION LYING ALONG LOT 1R, BLOCK 4, OF THE BUSINESS CENTER AT COLLEGE STATION, PHASE THREE SUBDIVISION, ACCORDING TO THE PLATS RECORDED IN VOLUME 3764, PAGE 130, AND VOLUME 11640, PAGE 99 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

WHEREAS, the City of College Station, Texas, has received an application for the vacation and abandonment of a portion of the 30-foot wide Landscape and Utility Easement, said portion lying along Lot 1R, Block 4, of The Business Center at College Station Phase Three Subdivision, according to the plats recorded in Volume 3764, Page 130, and Volume 11640, Page 99 of the Official Public Records of Brazos County, Texas, as described in **Exhibit "A",** attached hereto (such portion hereinafter referred to as the "Landscape and Utility Easement"); and

WHEREAS, in order for the Landscape and Utility Easement to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Landscape and Utility Easement described in **Exhibit "A"** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Landscape and Utility Easement will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Landscape and Utility Easement.

3. There is no anticipated future public need or use for the Landscape and Utility Easement.

4. Abandonment of the Landscape and Utility Easement will not impact access for all public utilities to serve current and future customers.

PART 2: That the Landscape and Utility Easement as described in **Exhibit "A"** be abandoned and vacated by the City.

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

ATTEST: **APPROVED:**

_____ **_____**
City Secretary **Mayor**

APPROVED:

_____
City Attorney

DCCM

EXHIBIT A

FIELD NOTES
PROPOSED ABANDONMENT
OF A 0.042 Ac. (1844 Sq. Ft.) PORTION OF A
30' WIDE LANDSCAPE AND UTILITY EASEMENT
VOLUME 3764, PAGE 130 OPRBCT
UPON, OVER AND ACROSS
LOT 1R, BLOCK 4
THE BUSINESS CENTER AT COLLEGE STATION
PHASE 3
VOLUME 11640, PAGE 99 OPRBCT
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
MAY 22, 2026

All that certain tract, parcel or easement of land being 0.042 of one acre situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being upon, over and across Lot 1R, Block 4, The Business Center at College Station, Phase 3 as described in Plat of record in Volume 11640, Page 99, OPRBCT, said easement dedicated by Plat of record in Volume 3764, Page 130, OPRBCT, said 0.042 of one acre being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod with Cap (McClure) found in the west line of Technology Way R.O.W. as described in Volume 3764, Page 130, OPRBCT for the most southerly corner, said point being a south corner of said Lot 1R, Block 4, said point also being the most easterly corner of Lot 2, Block 4, The Business Center at College Station, Phase 2 as described in Volume 3490, Page 267, OPRBCT;

THENCE N 47 ° 38 ' 05 " W along a southwest line of said Lot 1R, Block 4 and the northeast line of said Lot 2, Block 4 a distance of 35.63 feet to a point for the most westerly corner, said point being located in the west line of a 30' wide Landscape and Utility Easement dedicated by Plat of record in Volume 3764, Page 130, OPRBCT being a part of said Lot 1R, Block 4 as described in Plat of record in Volume 11640, Page 99, OPRBCT, a 1/2" Iron Rod with Cap (McClure) found for the most westerly corner of said Lot 1R, Block 4 and a south corner of Lot 2R, Block 4, The Business Center at College Station, Phase 3 as described in Volume 11640, Page 99, OPRBCT bears N 47 ° 38 ' 05 " W a distance of 42.36 feet;

THENCE with the west line of said 30' wide Landscape and Utility Easement around a curve in a counterclockwise direction having a delta angle of 0 ° 34 ' 40 ", an arc distance of 0.20 feet, a radius of 20.00 feet, and a chord of N 12 ° 15 ' 42 " W, a chord distance of 0.20 feet to a point for the beginning of a curve in a clockwise direction for angle point;

THENCE continuing with the west line of said 30' wide Landscape and Utility Easement around a curve in a clockwise direction having a delta angle of 32° 02 ' 05 ", an arc distance of 47.52 feet, a radius of 85.00 feet, and a chord of N 03 ° 27 ' 51 " E, a chord distance of 46.91 feet to a point in the northwest line of said Lot 1R, Block 4 for the most northerly west corner, said point being located in the southeast line of said Lot 2R, Block 4, a 1/2" Iron Rod with Cap (McClure)

DCCM

found for the west corner of said Lot 1R, Block 4 bears S 61 ° 32 ' 38 " W a distance of 38.77 feet;

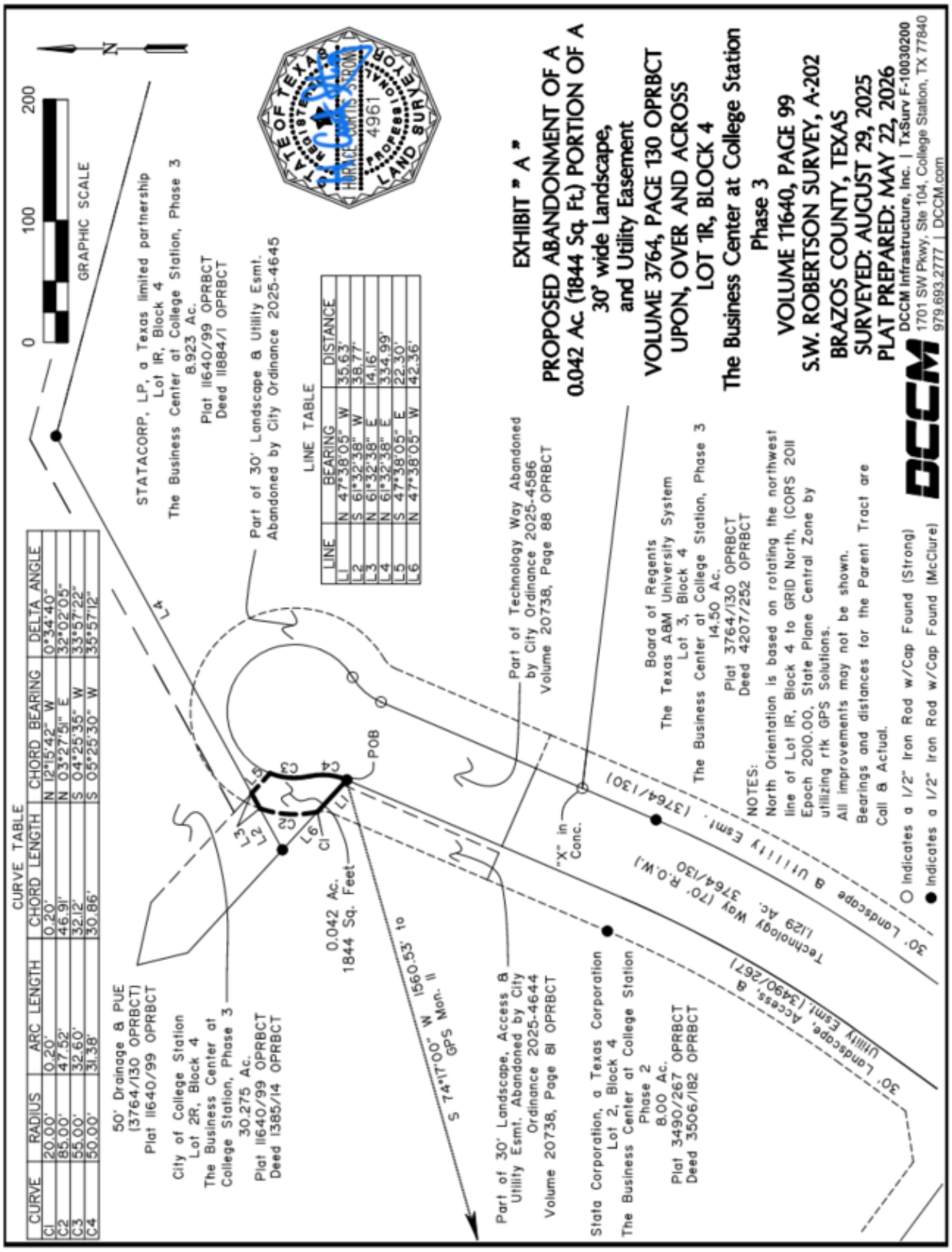
THENCE N 61 ° 32 ' 38 " E along the northwest line of said Lot 1R, Block 4 and the southeast line of said Lot 2R, Block 4 a distance of 14.16 feet to a point for the most northerly corner, said point being located in the northeast line of a 50' wide Drainage and Public Utility Easement dedicated by Plat of record in Volume 3764, Page 130, OPRBCT that is a part of said Lot 1R, Block 4 as described in Plat of record in Volume 11640, Page 99, OPRBCT, a 1/2" Iron Rod with Cap (McClure) found for the most northerly corner of said Lot 1R, Block 4 bears N 61 ° 32 ' 38 " E a distance of 334.99 feet;

THENCE S 47 ° 38 '05 " E along the northeast line of said 50' wide Drainage and Public Utility Easement a distance of 22.30 feet to a point in the west right-of-way line of said Technology Way R.O.W. for the east corner;

THENCE with the west line of said Technology Way R.O.W. and an east line of said Lot 1R, Block 4 around a curve in a counterclockwise direction having a delta angle of 33 ° 57 ' 22 ", an arc distance of 32.60 feet, a radius of 55.00 feet, and a chord of S 04 ° 25 ' 35 " W, a chord distance of 32.12 feet to a point at the beginning of a curve in a clockwise direction for angle point;

THENCE continuing with the west line of said Technology Way R.O.W. and an east line of said Lot 1R, Block 4 around a curve in a clockwise direction having a delta angle of 35° 57 ' 12 ", an arc distance of 31.38 feet, a radius of 50.00 feet, and a chord of S 05 ° 25 ' 30 " W, a chord distance of 30.86 feet to the PLACE OF BEGINNING CONTAINING AN AREA OF 0.042 OF ONE ACRE (1844 Sq. Ft.) OF LAND MORE OR LESS, according to a survey performed on the ground August 29, 2025, under the supervision of H. Curtis Strong, Registered Professional Land Surveyor No. 4961. See copy of accompanying plat for additional information.




EXHIBIT " A "
PROPOSED ABANDONMENT OF A
0.042 Ac. (1844 Sq. Ft.) PORTION OF A
30' wide Landscape,
and Utility Easement
VOLUME 3764, PAGE 130 OPRBCT
UPON, OVER AND ACROSS
LOT 1R, BLOCK 4
The Business Center at College Station
Phase 3
VOLUME 11640, PAGE 99
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
SURVEYED: AUGUST 29, 2025
PLAT PREPARED: MAY 22, 2026
DCCM Infrastructure, Inc. | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | DCCM.com
DCCM
STATE OF TEXAS
REGISTERED
PROFESSIONAL
LAND SURVEYOR
HARRY CURTIS BROWN
4961
GRAPHIC SCALE
0
100
200
N
CURVE TABLE
CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE
C1 | 20.00' | 0.20' | 0.20' | N 12°15'42" W | 0°34'40"
C2 | 85.00' | 47.52' | 46.91' | N 03°27'51" E | 32°02'05"
C3 | 55.00' | 32.60' | 32.12' | S 04°25'35" W | 33°57'22"
C4 | 50.00' | 31.38' | 30.86' | S 05°25'30" W | 35°57'12"
LINE TABLE
LINE | BEARING | DISTANCE
L1 | N 47°38'05" W | 35.63'
L2 | S 61°32'38" W | 38.77'
L3 | N 61°32'38" E | 14.16'
L4 | N 61°32'38" E | 334.99'
L5 | S 47°38'05" E | 22.30'
L6 | N 47°38'05" W | 42.36'
STATACORP, LP, a Texas limited partnership
Lot 1R, Block 4
The Business Center at College Station, Phase 3
8.923 Ac.
Plat 11640/99 OPRBCT
Deed 11884/1 OPRBCT
Part of 30' Landscape & Utility Esmt.
Abandoned by City Ordinance 2025-4645
Part of Technology Way Abandoned
by City Ordinance 2025-4586
Volume 20738, Page 88 OPRBCT
Board of Regents
The Texas A&M University System
Lot 3, Block 4
The Business Center at College Station, Phase 3
14.50 Ac.
Plat 3764/130 OPRBCT
Deed 4207/252 OPRBCT
50' Drainage & PUE
(3764/130 OPRBCT)
Plat 11640/99 OPRBCT
City of College Station
Lot 2R, Block 4
The Business Center at
College Station, Phase 3
30.275 Ac.
Plat 11640/99 OPRBCT
Deed 1385/14 OPRBCT
0.042 Ac.
1844 Sq. Feet
S 74°17'00" W 1560.53' to
GPS Mon. II
Part of 30' Landscape, Access &
Utility Esmt. Abandoned by City
Ordinance 2025-4644
Volume 20738, Page 81 OPRBCT
State Corporation, a Texas Corporation
Lot 2, Block 4
The Business Center at College Station
Phase 2
8.00 Ac.
Plat 3490/267 OPRBCT
Deed 3506/182 OPRBCT
POB
"X" in
Conc.
Technology Way (70' R.O.W.)
1.129 Ac. 3764/130
30' Landscape & Utility Esmt. (3764/130)
30' Landscape, Access, & Utility Esmt. (3490/267)
NOTES:
North Orientation is based on rotating the northwest line of Lot 1R, Block 4 to GRID North, (CORS 2011 Epoch 2010.00, State Plane Central Zone by utilizing rtk GPS Solutions.
All improvements may not be shown.
Bearings and distances for the Parent Tract are Call & Actual.
○ Indicates a 1/2" Iron Rod w/Cap Found (Strong)
● Indicates a 1/2" Iron Rod w/Cap Found (McClure)

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

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):

4905 LAKEWAY DR, COLLEGE STATION, TX 77845
DEED VOLUME 3506, PAGE 182 OPRBCT LOT 2, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 2
PLAT VOLUME 3490, PAGE 267 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

210 TECHNOLOGY WAY, COLLEGE STATION, TX 77845
DEED VOLUME 11884, PAGE 1 OPRBCT LOT 1R, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 3
PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name Soheil Hamideh E-mail shamideh@arkitex.com
Street Address 308 N Bryan Ave.
City Bryan State Texas Zip Code 77803
Phone Number 979-300-0528 Fax Number

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name StataCorp LLC (Alan Riley) E-mail tvanhyfte@stata.com
Street Address 4905 Lakeway Dr.
City College Station State Texas Zip Code 77845
Phone Number 979-696-4600 Fax Number 979-696-4601

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.

Alan B, President — Signature and title
5/21/2026 — 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_____ E-mail_____

Street Address _____

City_____ State_____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

Name_____ E-mail _____

Street Address _____

City_____ State_____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

Name_____ E-mail _____

Street Address _____

City_____ State_____ Zip Code _____

Reason consent was not obtained:

_____

If objecting, points of objection:

7. That the abandonment will not result in property that does not have access to public roadways or utilities because:

This abandonment will not affect access. A portion of the cul-de-sac ROW (at the end of Technology Way) was already abandoned under Project No. ABAN2024-000007. With the portion of the cul-de-sac added to Lots 2 and R1, all lots will continue to have access to public roads and LAUEs , while the existing LAUEs that are no longer applicable are proposed to be abandoned.

8. That there is no current public need or use for the easement or right-of-way because:

The portion of right-of-way was previously abandoned (Project No.ABAN2024-000007) and is now part of the adjacent lots. Existing easements that do not serve other properties or contain infrastructure are being replaced through the replat with new easements aligned with the updated lot layout.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The proposed abandonment areas do not impact access or utility service to any other properties.

10. That all public utilities have access to serve current and future customers because:

All public utilities retain access to serve current and future customers. With the cul-de-sac abandoned and incorporated into Lots 2 and R1, all lots will maintain access to public roads and utilities. Existing LAUEs outside the abandoned area will remain unchanged, and only the portions no longer applicable are proposed for abandonment. New LAUEs will be dedicated as required in coordination with the revised lot layout and replat.

11. Such public right-of-way/easement has been and is being used as follows:

The requested portions of the landscape, access, and utility easements do not house public landscaping improvements, access, or utilities.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Alan B, President
Signature and title

5/21/2026
Date

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 21 day of May, 2026 by Alan Riley.

KRISTEN HERRING
Notary ID #11835785
My Commission Expires
March 27, 2028

Kristen Herring
Notary Public in and for
the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 4905 LAKEWAY DR, COLLEGE STATION, TX 77845
DEED VOLUME 3506, PAGE 182 OPRBCT LOT 2, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 2
PLAT VOLUME 3490, PAGE 267 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

210 TECHNOLOGY WAY, COLLEGE STATION, TX 77845
DEED VOLUME 11884, PAGE 1 OPRBCT LOT 1R, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 3
PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

EXHIBIT NO. 1

Attached is a sealed copy of the metes and bounds description of the public right-of-way/easement situated in

_____

Addition/Subdivision to the City of College Station, Brazos County, Texas, sought to be abandoned.

EXHIBIT A

FIELD NOTES
PROPOSED ABANDONMENT
OF A 0.042 Ac. (1844 Sq. Ft.) PORTION OF A
30' WIDE LANDSCAPE AND UTILITY EASEMENT
VOLUME 3764, PAGE 130 OPRBCT
UPON, OVER AND ACROSS
LOT 1R, BLOCK 4
THE BUSINESS CENTER AT COLLEGE STATION
PHASE 3
VOLUME 11640, PAGE 99 OPRBCT
S.W. ROBERTSON SURVEY, A-202
BRAZOS COUNTY, TEXAS
MAY 22, 2026

All that certain tract, parcel or easement of land being 0.042 of one acre situated in the S.W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being upon, over and across Lot 1R, Block 4, The Business Center at College Station, Phase 3 as described in Plat of record in Volume 11640, Page 99, OPRBCT, said easement dedicated by Plat of record in Volume 3764, Page 130, OPRBCT, said 0.042 of one acre being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" Iron Rod with Cap (McClure) found in the west line of Technology Way R.O.W. as described in Volume 3764, Page 130, OPRBCT for the most southerly corner, said point being a south corner of said Lot 1R, Block 4, said point also being the most easterly corner of Lot 2, Block 4, The Business Center at College Station, Phase 2 as described in Volume 3490, Page 267, OPRBCT;

THENCE N 47 ° 38 ' 05 " W along a southwest line of said Lot 1R, Block 4 and the northeast line of said Lot 2, Block 4 a distance of 35.63 feet to a point for the most westerly corner, said point being located in the west line of a 30' wide Landscape and Utility Easement dedicated by Plat of record in Volume 3764, Page 130, OPRBCT being a part of said Lot 1R, Block 4 as described in Plat of record in Volume 11640, Page 99, OPRBCT, a 1/2" Iron Rod with Cap (McClure) found for the most westerly corner of said Lot 1R, Block 4 and a south corner of Lot 2R, Block 4, The Business Center at College Station, Phase 3 as described in Volume 11640, Page 99, OPRBCT bears N 47 ° 38 ' 05 " W a distance of 42.36 feet;

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found for the west corner of said Lot 1R, Block 4 bears S 61 ° 32 ‘ 38 “ W a distance of 38.77 feet;

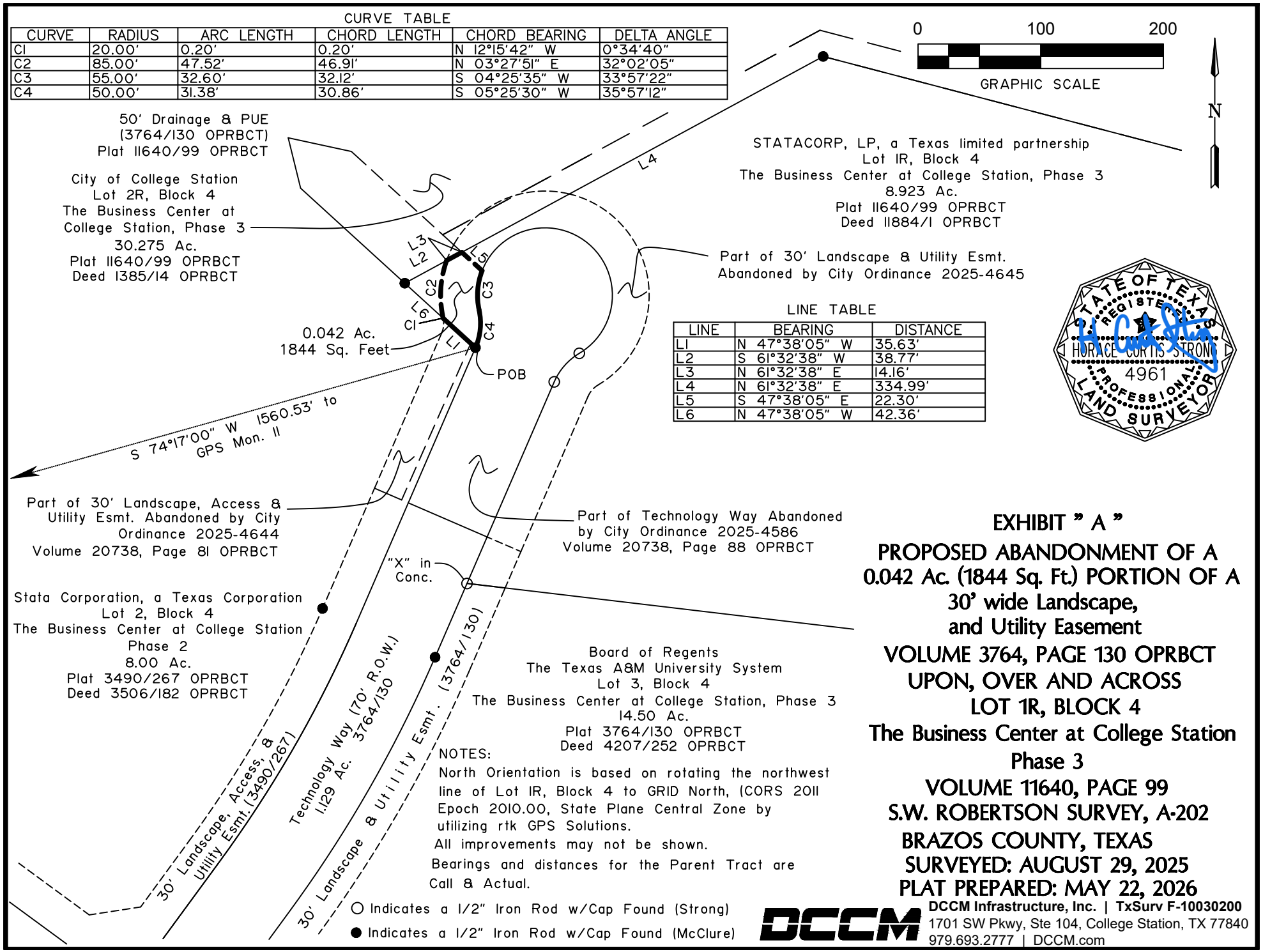
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THENCE with the west line of said Technology Way R.O.W. and an east line of said Lot 1R, Block 4 around a curve in a counterclockwise direction having a delta angle of 33 ° 57 ’ 22 ”, an arc distance of 32.60 feet, a radius of 55.00 feet, and a chord of S 04 ° 25 ’ 35 ” W, a chord distance of 32.12 feet to a point at the beginning of a curve in a clockwise direction for angle point;

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CURVE TABLE
CURVE | RADIUS | ARC LENGTH | CHORD LENGTH | CHORD BEARING | DELTA ANGLE
C1 | 20.00' | 0.20' | 0.20' | N 12°15'42" W | 0°34'40"
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0
100
200
GRAPHIC SCALE
N
50' Drainage & PUE
(3764/130 OPRBCT)
Plat 11640/99 OPRBCT
City of College Station
Lot 2R, Block 4
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Part of 30' Landscape & Utility Esmt.
Abandoned by City Ordinance 2025-4645
L1
L2
L3
L4
L5
L6
C1
C2
C3
C4
0.042 Ac.
1844 Sq. Feet
POB
LINE TABLE
LINE | BEARING | DISTANCE
L1 | N 47°38'05" W | 35.63'
L2 | S 61°32'38" W | 38.77'
L3 | N 61°32'38" E | 14.16'
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STATE OF TEXAS
REGISTERED
HORACE CURTIS STRONG II
4961
PROFESSIONAL
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S 74°17'00" W 1560.53' to
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"X" in
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8.00 Ac.
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Technology Way (70' R.O.W.)
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30' Landscape, Access, &
Utility Esmt. (3490/267)
30' Landscape & Utility Esmt. (3764/130)
Board of Regents
The Texas A&M University System
Lot 3, Block 4
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14.50 Ac.
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NOTES:
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All improvements may not be shown.
Bearings and distances for the Parent Tract are Call & Actual.
○ Indicates a 1/2" Iron Rod w/Cap Found (Strong)
● Indicates a 1/2" Iron Rod w/Cap Found (McClure)
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SURVEYED: AUGUST 29, 2025
PLAT PREPARED: MAY 22, 2026
DCCM
DCCM Infrastructure, Inc. | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | DCCM.com

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 4905 LAKEWAY DR, COLLEGE STATION, TX 77845
DEED VOLUME 3506, PAGE 182 OPRBCT LOT 2, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 2
PLAT VOLUME 3490, PAGE 267 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

210 TECHNOLOGY WAY, COLLEGE STATION, TX 77845
DEED VOLUME 11884, PAGE 1 OPRBCT LOT 1R, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 3
PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

EXHIBIT NO. 2

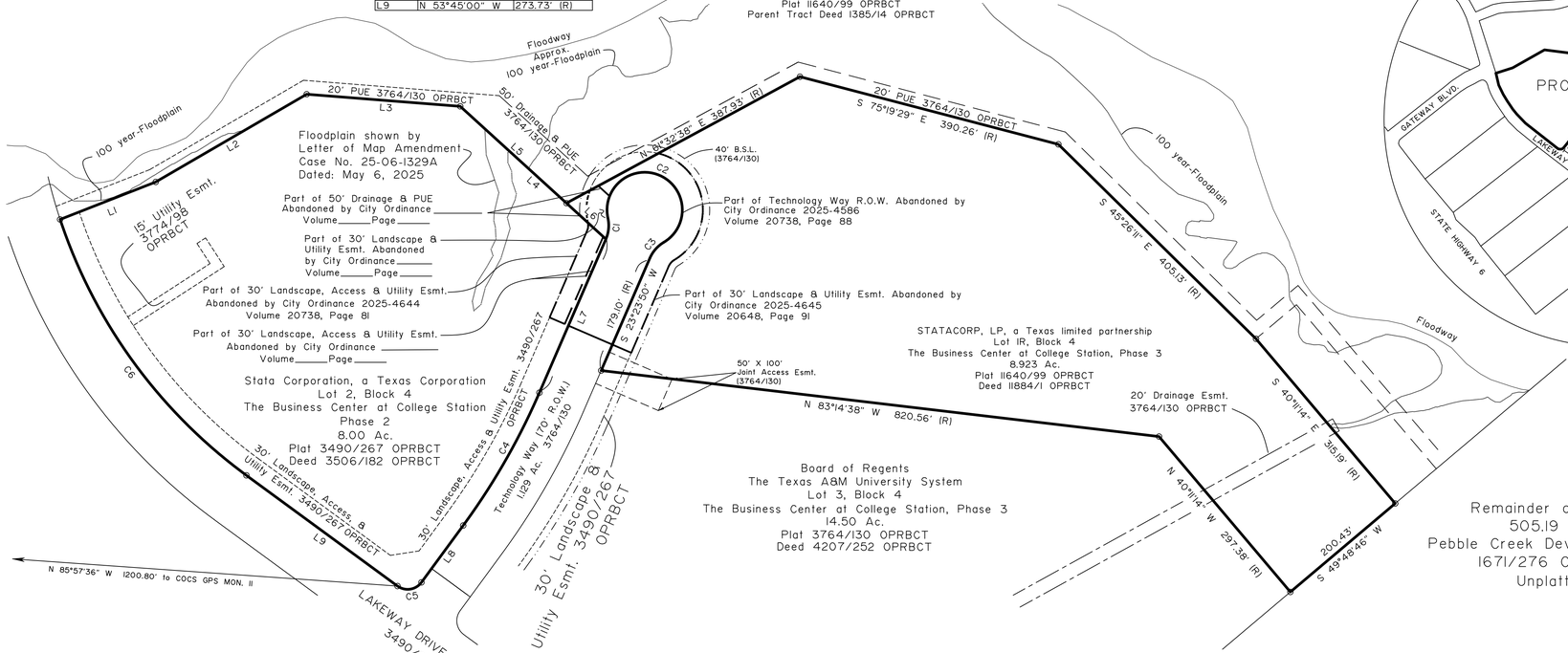
Attached is a copy of a plat or detailed sketch of the public right-of-way/easement sought to be abandoned in the above-mentioned application, showing the surrounding area to the nearest streets in all directions, abutting lots, the block or blocks in which the portion of the public right-of-way/easement 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.

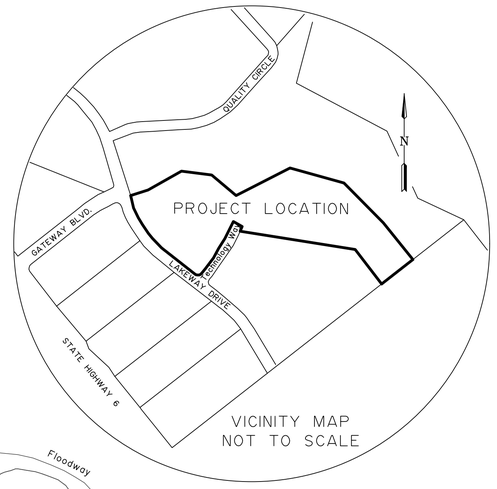
CURVE TABLE (Record)

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	50.00'	31.37'	30.86'	N 05°25'23" E	35°57'01"
C2	55.00'	241.81'	89.05'	S 66°36'10" E	251°54'04"
C3	50.00'	31.37'	30.86'	S 41°22'21" W	35°57'02"
C4	1000.00'	224.32'	223.85'	S 29°49'25" W	12°51'10"
C5	25.00'	39.27'	35.36'	S 81°15'00" W	90°00'00"
C6	760.00'	470.12'	462.66'	N 36°01'45" W	35°26'31"

LINE TABLE FOR ORIGINAL PLAT - (Record)

LINE	BEARING	DISTANCE
L1	N 68°35'08" E	150.01' (R)
L2	N 59°49'03" E	255.08' (R)
L3	S 85°30'00" E	225.00' (R)
L4	S 47°38'05" E	288.05' (R)
L5	S 47°38'05" E	210.06'
L6	S 47°38'06" E	77.99'
L7	S 23°23'50" W	244.64' (R)
L8	S 36°15'00" W	103.13' (R)
L9	N 53°45'00" W	273.73' (R)





N

NOTES:
1) ALL BEARINGS AND DISTANCES SHOWN ARE RECORD BASED ON PLAT CALLS.
2) SEE SHEET 2 FOR NORTH ORIENTATION.

0 100 200 300

ORIGINAL PLAT

VOLUME 3490, PAGE 267
VOLUME 11640, PAGE 99
VOLUME 3764, PAGE 130

LGEND

BSL	BUILDING LINE SETBACK
CI	CURVE NO. I
LI	LINE NO. I
M	MEASURED
PAE	PUBLIC ACCESS EASEMENT
POB	POINT OF BEGINNING
PUE	PUBLIC UTILITY EASEMENT
R	RECORD

LINE LEGEND

— — — —	EXISTING PUE AND/OR LANDSCAPE EASEMENTS
- - - - - - - -	PUBLIC UTILITY EASEMENT
-·-·-·-·-·-	PUBLIC ACCESS EASEMENT
————	LOMA AND 100-YEAR FLOOD AREA
—··—··—··—	BUILDING SETBACK LINE
—— - ——— - ——	DRAINAGE EASEMENT

FIELD NOTE DESCRIPTION FOR REPLAT - 17.38 ACRES - (SEE SHEET 2)

All that certain lot, tract or parcel of land being 17.38 Acres situated in the S. W. ROBERTSON SURVEY, Abstract No. 202, Brazos County, Texas, and being all or a part of the following tracts: 1) Being all of Lot 2, Block 4 of the Resubdivision and Final Plat of The Business Center at College Station Phase Two of record in Volume 3490, Page 267, Official Public Records of Brazos County, Texas (OPRBCT), 2) Being all of Lot 1R, Block 4, of the Final Plat of The Business Center at College Station, Phase Three of record in Volume 11640, Page 99, Official Public Records of Brazos County, Texas, and, 3) Being a part of Technology Way as described on Final Plat of Lots 1 and 3, Block 4, The Business Center at College Station, Phase Three of record in Volume 3764, Page 130, Official Public Records of Brazos County, Texas, with Abandonment being described in Volume 20738, Page 88, (OPRBCT), said 17.38 Acre Tract being more particularly described by metes and bounds as follows;

Beginning at a 1/2" Iron Rod with Cap (McClure) found for the most westerly corner, said corner being the most westerly corner of said Lot 2, Block 4, said point being the most westerly south corner of Lot 2R, Block 4 of The Business Center at College Station, Phase Three as described in Volume 11640, Page 99, (OPRBCT), said point being located in the northeast right-of-way line of Lakeway Drive R.O.W. as described in Volume 3490, Page 267, (OPRBCT);
THENCE along the northerly line of said Lot 2, Block 4 and the southerly line of said Lot 2R, Block 4 the following calls:
N 68°35'08" E a distance of 150.01 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point;
N 59°49'03" E a distance of 255.08 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point;
S 85°30'00" E a distance of 225.00 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point; and,
S 47°38'05" E a distance of 210.07 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point, said point being the most westerly corner of said Lot 1R, Block 4;
THENCE along the northerly line of said Lot 1R, Block 4 and the southerly line of said Lot 2R, Block 4 the following calls:
N 61°32'38" E a distance of 387.93 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point;
S 75°19'29" E a distance of 390.26 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point;
S 45°26'11" E a distance of 405.13 feet to a 1/2" Iron Rod with Cap (McClure) found for angle point; and,
S 40°11'14" E a distance of 315.19 feet to a 1/2" Iron Rod with Cap (McClure) found for the most easterly corner, said point being the most easterly corner of said Lot 1R, Block 4, said point being the most easterly south corner of said Lot 2R, Block 4, said point also being located in the northeast line of the Remainder of the Pebble Creek Development Co. Called 505.19 Acre Tract as described in Volume 1671, Page 276, (OPRBCT);
THENCE S 49°48'46" W along the southeast line of said Lot 1R, Block 4 a distance of 200.43 feet to a 1/2" Iron Rod with Cap (Strong) found for the most easterly south corner, said point being the most southerly corner of said Lot 1R, Block 4, said point also being the most easterly corner of Lot 3, Block 4 of The Business Center at College Station, Phase 3 as described in Volume 3764, Page 130, (OPRBCT);
THENCE along the southwest line of said Lot 1R, Block 4 and the northeast line of said Lot 3, Block 4 the following calls:
N 40°11'14" W a distance of 297.38 feet to a 1/2" Iron Rod with Cap (Strong) found for angle point; and,
N 83°14'38" W a distance of 820.56 feet to an "X" in Concrete found for a southwest corner, said point being a southwest corner of said Lot 1R, Block 4, said point being the northwest corner of said Lot 3, Block 4, said point also being located in the southeast right-of-way line of Technology Way as described in Volume 3764, Page 130, (OPRBCT);
THENCE N 23°23'50" E along the northwest line of said Lot 1R, Block 4 and the southeast right-of-way line of said Technology Way R.O.W. a distance of 41.25 feet to a 1/2" Iron Rod found for angle point;
THENCE N 66°36'10" W a distance of 70.00 feet to a 5/8" Iron Rod found in the northwest right-of-way line of said Technology Way R.O.W. for angle point, said point being located in the southeast line of said Lot 2, Block 4;
THENCE S 23°23'50" W along the southeast line of said Lot 2, Block 4 and the northwest right-of-way line of said Technology Way R.O.W. a distance of 106.80 feet to a 1/2" Iron Rod with Cap (McClure) found for the being of a curve;
THENCE continuing along the southeast line of said Lot 2, Block 4 and the northwest right-of-way line of said Technology Way R.O.W. around a curve to the right, same having a radius of 1000.00 feet, with a delta angle of 12°51'10", an arc length of 224.32 feet with a chord that bears S 29°49'25" W a chord distance of 223.85 feet to a 1/2" Iron Rod with Cap (McClure) found for the point of tangency of said curve;
THENCE S 36°15'00" W continuing along the southeast line of said Lot 2, Block 4 and the northwest right-of-way line of said Technology Way R.O.W. a distance of 103.13 feet to a 1/2" Iron Rod with Cap (McClure) found for the beginning of a curve;
THENCE along the south line of said Lot 2, Block 4 and the transition of northwest right-of-way line of said Technology Way R.O.W. and the northeast right-of-way line of Lakeway Drive R.O.W. as described in Volume 3490, Page 267, (OPRBCT) around a curve to the right, same having a radius of 25.00 feet, with a delta angle of 90°00'00", an arc length of 39.27 feet with a chord that bears S 81°15'00" W a chord distance of 35.36 feet to a 1/2" Iron Rod with Cap (McClure) found for the point of tangency of said curve;
THENCE N 53°45'00" W along the southwest line of said Lot 2, Block 4 and the northeast right-of-way line of said Lakeway Drive R.O.W. a distance of 273.73 feet to a 1/2" Iron Rod with Cap (McClure) found for the beginning of a curve;
THENCE along the southwest line of said Lot 2, Block 4 and the northeast right-of-way line of said Lakeway Drive R.O.W. around a curve to the right, same having a radius of 760.00 feet, with a delta angle of 35°26'31", an arc length of 470.12 feet with a chord that bears N 36°01'45" W a chord distance of 462.66 feet to the PLACE OF BEGINNING AND CONTAINING AN AREA OF 17.38 ACRES OF LAND MORE OR LESS.

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED, VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

ENGINEER:
Kimley - Horn
614 Holleman Drive E, Suite 1100
College Station, Tx. 77840
Contact: Annie Briscoe, P.E.
Phone: 682-285-9996

OWNER/DEVELOPER:
StataCorp LLC
4905 Lakeway Drive
College Station, Tx. 77845
Contact: Teresa Van Hyfte
Phone: 979-696-4600

FINAL PLAT OF

THE BUSINESS CENTER AT COLLEGE STATION PHASE TWO, BLOCK 4, LOT 4R 17.38 ACRES

BEING A MINOR REPLAT OF
THE BUSINESS CENTER AT COLLEGE STATION
PHASE TWO, BLOCK 4, LOT 2
VOLUME 3490, PAGE 267, OPRBCT
AND
THE BUSINESS CENTER AT COLLEGE STATION
PHASE THREE, BLOCK 4, LOT 1R
VOLUME 11640, PAGE 99, OPRBCT
AND
PART OF TECHNOLOGY WAY R.O.W.
VOLUME 3764, PAGE 130, OPRBCT
ABANDONMENT IN
VOLUME 20738, PAGE 88, OPRBCT

S. W. ROBERTSON SURVEY, A - 202
COLLEGE STATION, BRAZOS COUNTY, TEXAS
SCALE: 1" = 100' SEPTEMBER 8, 2025
REVISED: August 13, 2026
SHEET 1 OF 3
SURVEYOR: H. Curtis Strong

DCCM Infrastructure, Inc. | TxSurv F-10030200
1701 SW Pkwy, Ste 104, College Station, TX 77840
979.693.2777 | DCCM.com

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 4905 LAKEWAY DR, COLLEGE STATION, TX 77845
DEED VOLUME 3506, PAGE 182 OPRBCT LOT 2, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 2
PLAT VOLUME 3490, PAGE 267 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS
210 TECHNOLOGY WAY, COLLEGE STATION, TX 77845
DEED VOLUME 11884, PAGE 1 OPRBCT LOT 1R, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 3
PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

EXHIBIT NO. 3 1 of 5

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

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

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PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

EXHIBIT NO. 3 2 of 5

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: _____

FRONTIER verizon

By: Michael R. Zwiemann

Title: OSP Engineer

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 4905 LAKEWAY DR, COLLEGE STATION, TX 77845
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PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

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: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: Rudy Hernandez

Title: Construction Ops Lead

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 4905 LAKEWAY DR, COLLEGE STATION, TX 77845
DEED VOLUME 3506, PAGE 182 OPRBCT LOT 2, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 2
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PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

EXHIBIT NO. 3 4 of 5

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: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: Engineering Line Design Manager

WELLBORN SUD

By: _____

Title: _____

Application for Abandonment of
a Public Right-of-Way/Easement

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PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

EXHIBIT NO. 3 5 of 5

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: _____

FRONTIER

By: _____

Title: _____

OPTIMUM

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

WELLBORN SUD

By: _____

Title: G. M.

Application for Abandonment of
a Public Right-of-Way/Easement

Location: 4905 LAKEWAY DR, COLLEGE STATION, TX 77845
DEED VOLUME 3506, PAGE 182 OPRBCT LOT 2, BLOCK 4 THE BUSINESS CENTER AT COLLEGE STATION PHASE 2
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PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

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

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PLAT VOLUME 11640, PAGE 99 OPRBCT S.W. ROBERTSON SURVEY, A-202 BRAZOS COUNTY, TEXAS

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.

NONE

NAME: _____

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

NAME: _____

ADDRESS: _____

_____

_____

October 22, 2026
Item No. 9.8.
UDO Amendment - Drive-Thru Queuing

Sponsor: Joe Allen, Staff Planner - Transportation & Mobility

Reviewed By CBC: City Council

Agenda Caption: Public Hearing, presentation, discussion, and possible action on an ordinance amending Appendix A, Unified Development Ordinance, Article 7, "General Development Standards," Section 7.3.K "Drive-Thru Facility Queuing Requirements", of the Code of Ordinances of the City of College Station, Texas, by amending certain sections relating to off-street drive-thru queuing requirements.

Relationship to Strategic Goals:

Recommendation(s): This item will be heard on October 15, 2026 by the Planning and Zoning Commission and a report of their recommendation will be provided at the meeting. Staff recommends approval of the proposed ordinance amendment.

Summary: Section 7.3.K of the Unified Development Ordinance (UDO) provides the requirements for off-street drive-thru queuing and has not been updated since the initial adoption of the UDO in 2003. In the time since, drive-thru types and configuration have changed. The proposed ordinance amendment proposes to update Section 7.3.K to better align with more recent drive-thru patterns and trends. The proposed ordinance also seeks to improve clarity and reduce confusion for developers from the outset of the development process. In recent years, many businesses have added curbside pick-up locations in their parking lots which is a newer alternate pick-up method and taken some of the potential increases in drive-thru demand. Curbside pick-up is not included in the drive-thru section but is part of the review of a parking lot performed with a standard site plan review process.

The specific activity types listed are proposed to be updated to remove less common drive-thru activity types of photo labs and self-service car washes with pharmacies were added as a new activity type. Restaurant drive-thrus were modified to differentiate between typical drive-thru design that include both an order box and pick-up windows and those with only a pick-up window for orders placed remotely prior to entering the development. The minimum number of required drive-thru queue spaces for banks and oil change businesses is proposed to be reduced given lesser observed drive-thru demand.

The proposed amendment also adds language clarifying that staff may require a queuing analysis for high-intensity drive-thru uses, which is an existing authority by staff in another section of the ordinance but is being added to Section 7.3.K to improve clarity.

Budget & Financial Summary:

Attachments:
1. Ordinance
2. Redlines

ORDINANCE NO. _____++

AN ORDINANCE AMENDING APPENDIX A, "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 7, "GENERAL DEVELOPMENT STANDARDS," SECTION 7.3.K. "DRIVE-THRU FACILITY QUEUING REQUIREMENTS", OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, BY AMENDING CERTAIN SECTIONS RELATING TO OFF-STREET DRIVE-THRU QUEUING REQUIREMENTS; 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 7, "General Development Standards," Section 7.3.K "Drive-Thru Facility Queuing Requirements" of the Code of Ordinances of the City of College Station, Texas, be amended as set out in **Exhibit "A"** attached hereto and made a part of this Ordinance for all purposes.

PART 2: If any provision of this Ordinance or its application to any person or circumstances is held invalid or unconstitutional, the invalidity or unconstitutionality does not affect other provisions or application of this Ordinance or the Code of Ordinances of the City of College Station, Texas, that can be given effect without the invalid or unconstitutional provision or application, and to this end the provisions of this Ordinance are severable.

PART 3: That any person, corporation, organization, government, governmental subdivision or agency, business trust, estate, trust, partnership, association and any other legal entity violating any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not less than twenty five dollars ($25.00) and not more than five hundred dollars ($500.00) or more than two thousand dollars ($2,000) for a violation of fire safety, zoning, or public health and sanitation ordinances, other than the dumping of refuse. Each day such violation shall continue or be permitted to continue, shall be deemed a separate offense.

PART 4: This Ordinance is a penal ordinance and becomes effective ten (10) days after its date of passage by the City Council, as provided by City of College Station Charter Section 35.

PASSED, ADOPTED and APPROVED this 22nd day of October 2026.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

EXHIBIT A

Appendix A, "Unified Development Ordinance," Article 7, "General Development Standards," Section 7.3.K "Drive-Thru Facility Queuing Requirements" of the Code of Ordinances of the City of College Station, Texas, is hereby amended to read as follows:

K. Drive-Thru Facility Queuing Requirements

1. **Minimum Number of Spaces.**
   Drive-thru queuing spaces shall be provided as indicated in the following table:

Minimum Off-Street Queuing Requirements		
Activity Type	**Min. Spaces**	**Measure From**
Automated Teller Machine	3	Teller
Bank Teller Lane	2	Teller or Window
Car Wash Stall, Automatic	4	Service Position
Dry Cleaning or Laundry	2	Window
Oil Change Station	2	Service Position
Pharmacy	3	Service Window
Restaurant Drive-Thru	4	Order Box
	3	Order Box to Pick-Up Window
Restaurant Drive-Thru	4	Pick-Up Window Only
Other	As determined by the Administrator	

2. **Design and Layout.**
   Queuing spaces or queuing areas shall be designed in accordance with the following criteria:
   a. Queuing spaces or queuing areas may not interfere with parking spaces, parking aisles, loading areas, internal circulation, or driveway access;
   b. Each queue space shall consist of a rectangular area not less than ten (10) feet wide and eighteen and one-half (18.5) feet long with a vertical clearance as specified in the International Building Code, as adopted;
   c. Queue spaces are not interchangeable with parking spaces except for the following uses where the space providing services may count toward the parking requirement: bank teller, car wash, and oil-change station;
   d. A twelve (12) foot bypass lane shall be required adjacent to queue lines to allow vehicles an opportunity to circumvent the drive-thru activity and exit the site;
   e. Queue areas and drive-thru facilities shall be clearly identified with the appropriate signing and marking;
   f. Spaces within a car wash facility or drive-thru oil change station may be counted towards the queuing requirement; and
   g. Additional queuing analysis may be required by the Administrator for high intensity drive-thru uses such as dual drive-thrus and drive -thrus not designed to avoid overflow of stacked vehicles from the drive-thru into entrances or exits.

K. Drive-Thru Facility Queuing Requirements

1. **Minimum Number of Spaces.**

Drive-thru queuing spaces shall be provided as indicated in the following table:

Minimum Off-Street Queuing Requirements		
Activity Type	**Min. Spaces**	**Measure From**
Automated Teller Machine	3	Teller
Bank Teller Lane	~~4~~ 2	Teller or Window
Car Wash Stall, Automatic	4	Service Position
~~Car Wash Stall, Self-Service~~	~~3~~	~~Service Position~~
Dry Cleaning or Laundry	2	Window
Oil Change Station	~~3~~ 2	Service Position
~~Photo Lab~~	~~4~~	~~Pick-Up Window~~
Pharmacy	3	Service Window
Restaurant Drive-Thru	4	Order Box
	3	Order Box to Pick-Up Window
Restaurant Drive-Thru	4	Pick-Up Window Only
Other	As determined by the Administrator	

2. **Design and Layout.**

Queuing spaces or queuing areas shall be designed in accordance with the following criteria:

a. Queuing spaces or queuing areas may not interfere with parking spaces, parking aisles, loading areas, internal circulation, or driveway access;
b. Each queue space shall consist of a rectangular area not less than ten (10) feet wide and eighteen and one-half (18.5) feet long with a vertical clearance as specified in the International Building Code, as adopted;
c. Queue spaces are not interchangeable with parking spaces except for the following uses where the space providing services may count toward the parking requirement: bank teller, car wash, and oil-change station;
d. A twelve (12) foot bypass lane shall be required adjacent to queue lines to allow vehicles an opportunity to circumvent the drive-thru activity and exit the site;
e. Queue areas and drive-thru facilities shall be clearly identified with the appropriate signing and marking; ~~and~~
f. Spaces within a car wash facility or drive-thru oil change station may be counted towards the queuing requirement~~.~~; and
g. Additional queuing analysis may be required by the Administrator for high intensity drive-thru uses such as dual drive-thrus and drive -thrus not designed to avoid overflow of stacked vehicles from the drive-thru into entrances or exits.

October 22, 2026
Item No. 10.1.
Items of Community Interest and Council Calendar

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): None.

Summary: A current calendar of upcoming community events can be found in more detail at cstx.gov/calendar and official meetings or public notices are posted at cstx.gov/agendas.

Meetings and events from the days of October 23rd thru November 16th:

October 23 - Design Review Board Meeting
October 26 - Audit Committee Meeting
October 26 - Cops & Goblins
October 27 - Seminar Supper | Taking a Closer Look at Neighborhood Services
October 28 - Housing Plan Advisory Committee Meeting
October 29 - Business After Hours
November 2 - Historic Preservation Committee Meeting
November 3 - Zoning Board of Adjustment Meeting
November 4 - B/CS Metropolitan Planning Organization Policy Board Meeting
November 4 - Tourism Committee
November 5 - Planning & Zoning Commission Meeting
November 6 - Texas Arbor Day Proclamation Reading
November 6 - Brazos County Regional Mobility Authority Board Meeting
November 9 - Active Transportation Advisory Board
November 9 - 2026 Chamber Annual Banquet
November 10 - Annual Veterans Day Recognition
November 10 - Parks and Recreation Board Meeting
November 11-13 - TML Annual Conference - San Antonio
November 11 - Brazos Valley Veterans Memorial Board’s Veterans Day Ceremony
November 12 - Rock Prairie Management District No. 2
November 12 - Conoco Phillips White House Lecture Series | Honorable Rick Perry
November 13 - Design Review Board Meeting
November 14 - Las Iglesias Hispanas Unidas | Night of Prayer

November 16 - Intergovernmental Committee Meeting (IGC)
November 16 - City Council Meeting Day

Budget & Financial Summary: None.

Attachments:
None

October 22, 2026
Item No. 11.1.
Council Reports on Committees, Boards, and Commissions

Sponsor: City Council

Reviewed By CBC: City Council

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

Relationship to Strategic Goals:
Good Governance

Recommendation(s): Review meetings attended.

Summary: Aggieland Humane Society, The Art Center of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Transit District, Brazos Valley Economic Development Corporation, Brazos Valley Council of Gov't Board of Directors, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, CDBG Public Service Agency Funding Review Committee, Census Committee Group, Compensation and Benefits Committee, Comprehensive Plan Evaluation Committee, Construction Board of Adjustments & Building and Construction Standards Commission, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Housing Plan Advisory Committee, Intergovernmental Local Committee, Keep Brazos Beautiful, Legislative Engagement Committee, Library Board, Metropolitan Planning Organization, Operation Restart, Parks and Recreation Board, Planning and Zoning Commission, Research Valley Technology Council, Regional Transportation Committee for Council of Governments, Sister Cities Association, Spring Creek Local Government Corporation, Transportation and Mobility Committee, TAMU Student Senate, Texas Municipal League, Tourism Committee, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:
None