College Station, TX

Meeting Agenda
City Council
1101 Texas Ave, College Station, TX 77840
***Internet: www.microsoft.com/microsoft-teams/join-a-meeting**
Meeting ID: 223 427 023 174 | Passcode: MvPmTr
Phone: 469-480-7460 | Phone Conference: 952 310 468#

January 11, 2024	4:00 PM	City Hall Council Chambers

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

1. Call to Order.

2. Executive Session Agenda.

Executive Session is closed to the public and will be held in the 1938 Executive Conference Room. The City Council may according to the Texas Open Meetings Act adjourn the Open Meeting during the Consent, Workshop or Regular Agendas and return into Executive Session to seek legal advice from the City Attorney regarding any item on the Workshop, Consent or Regular Agendas under Chapter 551, Texas Government Code.

2.1. **Consultation with Attorney {Gov't Code Section 551.071};**
Possible action. The City Council may seek advice from its attorney regarding a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. Litigation is an ongoing process and questions may arise as to a litigation tactic or settlement offer, which needs to be discussed with the City Council. Upon occasion the City Council may need information from its attorney as to the status of a pending or contemplated litigation subject or settlement offer or attorney-client privileged information. After executive session discussion, any final action or vote taken will be in public. The following subject(s) may be discussed:

a. Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas.
b. McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas.
c. Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas.
d. City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of Brazos County, Texas.
e. SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services.
f. Cynthia Hopkins & Geoffry Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.
g. CBL & Associates Management, Inc. v. City of College Station, Cause No. 23-003159-CV-85 In The 85th District Court, Brazos County Texas.
h. City of College Station v. POM-College Station, LLC and Wells Fargo Bank, National

Association, Cause No. 628-CC, in the County Court at Law No. 1 of Brazos County, Texas.
i. City of College Station v. Clarke and Wyndham, Inc., Real Alchemy, L.P., Real Alchemy 1, L.P., JPJ Investments, a Texas General Partnership, Cause No. 629-CC, in the County Court at Law No. 1 of Brazos County, Texas.
j. Legal advice regarding an EEOC Title VII claim for discrimination.

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 11.4 acres of land generally located at the corner of Gateway and Lakeway in the College Station Business Center.
b. Property generally located in the area of FM 60, Boyett Street, Church Ave. and College Main Street.
c. Approximately 28 acres of land generally located at Midtown Drive and Corporate Pkwy in the Midtown Business Park.

2.3. **Personnel {Gov't Code Section 551.074};**
Possible action. The City Council may deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer. After executive session discussion, any final action or vote taken will be in public. The following public officer(s) may be discussed:
a. City Manager
c. City Secretary
d. Council Self-Evaluation

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

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

Speaker Protocol

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

5. Hear Visitors.

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

6. Consent Agenda.

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

6.1. Presentation, discussion, and possible action of minutes for:
• December 11, 2023 Council Meeting
Sponsors: Tanya Smith
Attachments: 1. CCM121123 DRAFT Minutes

6.2. Presentation, discussion, and possible action regarding an annual blanket purchase order for purchasing repair parts and repair labor for fire trucks from Lonestar Freightliner Group, LLC through the BuyBoard Purchasing Cooperative with an estimated annual expenditure of $200,000.
Sponsors: Mary Ellen Leonard
Attachments: 1. Annual Parts Contract 723-23
2. Contract #723-23 For Vehicles Parts and Service Labor

6.3. Presentation, discussion, and possible action on a final deductive change order with JaCody Construction, LP, for $100,013.05 on the 1207 Texas Avenue Renovation Project.
Sponsors: Jennifer Cain
Attachments: 1. 1207 Texas Ave Change Order 2

6.4. Presentation, discussion, and possible action on the purchase of video storage security servers from Avinext in the amount of $160,890.56.
Sponsors: Sam Rivera
Attachments: 1. Contract

6.5. Presentation, discussion, and possible action on a technology services contract with Computer Solutions for Cisco phone licensing not to exceed $140,729.04.
Sponsors: Sam Rivera
Attachments: 1. Contract 24300215

7. Workshop Agenda.

7.1. Presentation, discussion, and possible action on the operation of and services provided by CSU Electric.
Sponsors: Tom Jordan
Attachments: None

8. Regular Agenda.

8.1. Public Hearing, presentation, discussion, and possible action to consider a Conditional Use Permit for a Wireless Telecommunications Facility encompassing 1,778 square feet of the Century Hill Development Lot 15 on approximately 5.5 acres, generally located at 1593 Sebesta Road.
Sponsors: Robin Macias
Attachments: 1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Background Information
4. Applicant's Supporting Information

5. Site plan
6. Visual Impact Analysis Images

8.2. Public Hearing, presentation, discussion, and possible action regarding an ordinance abandoning two public utility easements located in Lots 1, 2, 5, And 6, Block 10, W. C. Boyett Estate Partition, according to the plat recorded in Volume 100, Page 440 of the Deed Records of Brazos County, Texas and being the same public utility easements described in Volume 13764, Page 29 and Volume 14277, Page 128 of the Official Public Records of Brazos County, Texas.

Sponsors: Parker Mathews

Attachments:
1. PUE Aband Ord Church Patricia 1st Street
2. Vicinity Map
3. Location Map
4. Application

8.3. Presentation, discussion, and possible action regarding the appointment of Councilmembers to boards and commissions.

Sponsors: Tanya Smith

Attachments: 1. 2024-2025 Council Appointed Reps

8.4. Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions:

- Aggieland Humane Society
- Architectural Advisory Committee
- Audit Committee
- B/CS Library Board
- CDBG Public Service Review Committee
- Design Review Board
- Spring Creek Local Gov't Corporation

Sponsors: Tanya Smith

Attachments: None

9. Council Calendar - Council May Discuss Upcoming Events.

10. Items of Community Interest.

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

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

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

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

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

13. Adjourn.

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

I certify that the above Notice of Meeting was posted on the website and at College Station City Hall, 1101 Texas Avenue, College Station, Texas, on January 5, 2024 at 5:00 p.m.

Tanya Smith

City Secretary

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

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

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

January 11, 2024
Item No. 6.1.
Minutes

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action of minutes for:
• December 11, 2023 Council Meeting

Relationship to Strategic Goals:

- Good Governance

Recommendation(s): Recommends Approval.

Summary: N/A

Budget & Financial Summary: None

Attachments:
1. CCM121123 DRAFT Minutes

MINUTES OF THE CITY COUNCIL MEETING
IN-PERSON WITH TELECONFERENCE PARTICIPATION
CITY OF COLLEGE STATION
DECEMBER 11, 2023

STATE OF TEXAS §
§
COUNTY OF BRAZOS §

Present:
John Nichols, Mayor

Council:
Mark Smith
William Wright
Linda Harvell
Elizabeth Cunha
Bob Yancy
Dennis Maloney

City Staff:
Bryan Woods, City Manager
Jeff Capps, Deputy City Manager
Adam Falco, City Attorney
Leslie Whitten, Deputy City Attorney
Tanya Smith, City Secretary (Left Early)
Ian Whittenton, Deputy City Secretary
Kim Dickey, Records Management Administrator

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

With a quorum present, the meeting of the College Station City Council was called to order by Mayor Nichols via In-Person and Teleconference at 3:00 p.m. on December 11, 2023, in the Council Chambers of the City of College Station City Hall, 1101 Texas Avenue, College Station, Texas 77840.

2. Presentation of employee service awards.

The following employees were recognized for service:

5 Years of Service
John Alger, Fredrick Ates, Coltin Boggs, Ross Brady, Ethan Cartwright, Camilo Cruz, Earl Dannar, Alan Degelman, Robyn Forsyth, Nicholas Francis, Karen Fryman, Grecia Fuentes, Robert Garza, Jose Gonzales, Timothy Grandy, Krystal Hamilton, Michael Holmes, Dylan Hudgins, Adrian Jackson, James Johnson, William Kindt, Gabriel Ledezma, Fernando Lee, Nicholas Macias, Eric Macias, Patrick McClung, Gary Mechler, William Moore, Jeffery Nuttall, Kelby Perez, Michael Pohl, Dean Ramos, Shelby Reed, Curtis Richmond, Sara Rochen, Rebecca Sanchez, Ryan Upchurch, Danielle Vacek, Isaiah Vazquez, Larry Vierus, Erik Walker, Matthew Welch, Robert White, Bryan Woods and Jonathan Wynn.

10 Years of Service

Larry Adams, Jason Busa, Elsa Contreras, Damon Crowder, Keith Derickson, Emily Fisher, Timothy Green, Joshua Havens, Robert Lawry, Christian Lovelace, Bruce Millman, Matthew Newton, Sandra Oehler, Traci Perez, Joshua Rahmani, Phillip Rhodes, Tiffany Romero, Charles Selensky, David Smith and Nicholas Sutton.

15 Years of Service
Jose Alaniz III, Jason Arnold, Erika Bridges, David Brower, Larry Clark, Lisa Davis, Marisia Dominguez, Eric Falke, Zachary Hall, Lance Hausenfluck, Kristen Hejny, Valerie Hubbard, Jonathan Huth, Todd Knight, Long Le, Stephen Maldonado Jr., Alison Pond, Stephan Richardson, Tanya Smith, Shasi Smith, Joseph Valdez, Dee Dee Vargas, Ricky Watson and Mark Wegmann.

20 Years of Service
Justin Birdwell, Gina Bosquez, Lewis Clinkscales, James McNeely, James Paldo, Frederick Robinson, John Schoellman and Kimberly Voitier.

25 Years of Service
Jon Ballard, Matthew Marek, Michael Montgomery, Randall Ray, Kathryn Reiter, Bradford Smith, Joshua Varner and Jimmy Yow.

30 Years of Service
Jeffrey Capps, Tommy Galvan, Robert Mumford and Andrew Murph.

Mayor Nichols recessed Council Meeting at 3:25 p.m. for a reception recognizing the employees for their service.

The Council Meeting reconvened at 3:45 p.m.

3. Executive Session Agenda.

In accordance with the Texas Government Code §551.071-Consultation with Attorney, §551.072-Real Estate, and §551.074-Personnel, and the College Station City Council convened into Executive Session at 3:45 p.m. on December 11, 2023, to continue discussing matters pertaining to:

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

- Kathryn A. Stever-Harper as Executrix for the Estate of John Wesley Harper v. City of College Station and Judy Meeks; No. 15,977-PC in the County Court No. 1, Brazos County, Texas; and
- McCrory Investments II, LLC d/b/a Southwest Stor Mor v. City of College Station; Cause No. 17-000914-CV-361; In the 361st District Court, Brazos County, Texas; and
- Shana Elliott and Lawrence Kalke v. City of College Station, et al., Cause No. 22-001122-CV-85, in the 85th District Court, Brazos County, Texas; and
- City of College Station v. 47 Oaks, LLC, Cause No. 626-CC, in the County Court at Law No. 2 of Brazos County, Texas; and
- SOAH Docket No. 473-22-2464 and PUC Docket No. 52728 – Application of the City of College Station to Change Rates for Wholesale Transmission Services; and
- Cynthia Hopkins & Geoffry Hopkins v. City of College Station, Cause No. 23-002880-CV-85 in the 85th District Court, Brazos County Texas.

- CBL & Associates Management, Inc. v. City of College Station, Cause No. 23-003159-CV-85 In The 85th District Court, Brazos County Texas.
- Legal advice related to a development agreement regarding land generally located at the 2200 Block of Arrington Road.
- Legal advice related to an interlocal agreement with the City of Bryan for sewer service.

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

- Property generally located in the area of FM 60, Boyett Street, Church Ave. and College Main Street.
- Approximately 28 acres of land generally located at Midtown Drive and Corporate Pkwy in the Midtown Business Park.

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

- City Secretary
- Planning and Zoning Commission
- City Manager
- Council Self-Evaluation

4. 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 6:04 p.m. No action was taken.

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

6. PRESENTATION - PROCLAMATIONS, AWARDS, AND RECOGNITIONS.

6.1. Presentation of a proclamation recognizing Ten Years of Ocean Autonomous Vehicle Operations Day.

Mayor Nichols presented a proclamation recognizing Ten Years of Ocean Autonomous Vehicle Operations Day to Dr. Steve DiMarco, Director of GERG, Dr. Sakib Mahmud, Dr. Uchenna Nwankwo, Dr. Xiao Ge, John Walpert, Kyndra Reed, Andrew Dancer, Jared Pocock, Al Gutierrez, Marty Bohn, Adam Luedke, Gianna Milton and Matt Smith in attendance.

7. Hear Visitors Comments.

Mark Sicilio, College Station, came before Council to discuss his concerns on the safety issues and excessive on-street parking. He stated that if there is 2-hour parking, it should be enforced for all 24 hours, as students are taking advantage of those requirements that there be adequate off-street parking where they live. that this City required appropriate parking at Northgate, and he appreciates similar treatment in this Historic section of their beloved College Station

Barry Tate, College Station, came before council requesting a variance for his future business as a gourmet bakery. He believes that the city requirements are not necessary for this bakery and cited the quality of ingredients and methods of preparing the product as reasons the required grease trap should be modified.

Caleb Schoeneck, College Station, came before council as the pastor of Beautiful Savior Lutheran Church to discuss proposed changes on Krenek Tap and the loss of on street parking in the plan. He asks council to weigh the needs of the church and community when limiting or modifying access and parking.

Hugh Lindsey, College Station, to express his dismay with the behavior of some university students and gave a few personal examples of interactions. He cited noise and trash left behind as just a few of issues the university could address with the student body.

8. CONSENT ITEMS

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

Item 8.3, 8.9, 8.10, 8.12, and 8.16 were pulled from Consent for clarification.

(8.3) Jennifer Cain, Director of Capital Projects, explained that this project is for the widening of the existing two-lane asphalt roadway within the county section of Greens Prairie Road into a 4-lane concrete minor arterial with medians and multi-use paths and includes storm sewer, water and wastewater utilities, fiber optic lines and street lighting. The contract will be to finish out the design and provide construction phase services.

(8.9) Mary Ellen Leonard, Director of Fiscal Services, explained that there is no financial impact to the City regarding this resolution. Financial impact to the City of College Station will only occur if the area is annexed in the future.

(8.10) Brian Piscacek, Assistant Director of Economic Development, that explained Visit College Station has previously engaged with Texas A&M Ventures for these marketing services on an annual basis, but staff is proposing a shift to a three-year contract to extend and maintain this partnership and streamline service delivery.

(8.12) Brian Piscacek, Assistant Director of Economic Development, explained This agreement was amended in July 2023 to extend the term through September 30, 2025 and the amendment would allow the placement of one portable classroom building.

(8.16) Emily Fischer, Director of Public Works, explained that the proposed ordinance would prohibit left turns for vehicles traveling eastbound on Gilchrist Avenue onto Williams Street, which is the drop-off and pick-up line for College Hills Elementary School. The prohibition would be on school days between 7:00 a.m. and 9:00 a.m. and 2:30 p.m. and 4:30 p.m.

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

- **November 20, 2023, Council Meeting**

8.2. Presentation, discussion, and possible action regarding adoption of the 2024 Annual Council Calendar.

8.3. Presentation, discussion, and possible action on a professional services contract with Binkley & Barfield, INC. for $113,921.50 for design and construction phase services for the Greens Prairie Road County Portion Widening Project.

8.4. Presentation, discussion, and possible action regarding a contract for website development, redesign, customer relationship management, and content management systems with Tempest, Inc., in an amount not to exceed $268,825.

8.5. Presentation, discussion, and possible action regarding Ordinance No. 2023-4484 amending Chapter 38, "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking on the southeast side of Cherry Street between Second Street and College Main Street and modifying parking on the northwest side of Cherry Street to restrict parking within 215 feet of College Main Street and within 30 feet of the intersection with Second Street.

8.6. Presentation, discussion, and possible action on a change order with Dunham Engineering, LLC. for $101,500 for construction and inspection phase services for the Greens Prairie Elevated Storage Tank Rehabilitation Project.

8.7. Presentation, discussion, and possible action on purchasing rifle resistant body armor from GT Distributors with Office of the Governor grant funds for $218,869.86.

8.8. Presentation, discussion, and possible action regarding Resolution No. 12-11-23-8.8 authorizing a license agreement with SRB College Station, LLC pertaining to an approximately 495-square foot building canopy encroachment into a 33-foot-wide public utility easement located on Lot 1, Block 1 of the Post Oak Mall Subdivision, according to the plat recorded in Volume 517, Page 689 of the Official Records of Brazos County, Texas.

8.9. Presentation, discussion, and possible action regarding Resolution No. 12-11-23-8.9 consenting to the issuance of bonds by the Brazos County Municipal Utility District No. 1 in an amount not to exceed $8,715,000 for road improvements.

8.10. Presentation, discussion, and possible action on a three-year sponsorship agreement with Learfield Communications, LLC dba Texas A&M Ventures, for marketing and advertising services in the amount of $225,000.

8.11. Presentation, discussion, and possible action regarding Resolution No. 12-11-23-8.11 appointing Tradd Mills as the Emergency Management Coordinator.

8.12. Presentation, discussion, and possible action regarding a second amendment to the lease of 3.1 acres including an approximately 28,949 square foot building at 2611 Texas Avenue South to International American Education Federation, Inc., d/b/a International Leadership of Texas, for the addition of a portable classroom building.

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

8.14. Presentation, discussion, and possible action regarding Ordinance No. 2023-4485 amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time" of the Code of Ordinances of the City of College Station, Texas, by removing parking on the west side of Eisenhower Street from University Drive to Ash Street.

8.15. Presentation, discussion, and possible action regarding Ordinance No. 2023-4486 amending Chapter 38 "Traffic and Vehicles," Article VI "Traffic Schedules," Section 38-1014 "Traffic Schedule XIV, No Parking Here to Corner and No Parking Any Time," of the Code of Ordinances of the City of College Station, Texas, by removing parking on the north side of Halter Loop from Horseback Drive to Canter Court.

8.16. Presentation, discussion, and possible action regarding Ordinance No. 2023-4487 amending Chapter 38 "Traffic and Vehicles," Article VI, "Traffic Schedules," Section 38-1008 "Traffic Schedule VIII, No Right Turn and No Left Turn," of the Code of Ordinances of the City of College Station, Texas, to prohibit left turns for vehicles traveling eastbound on Gilchrist Avenue onto Williams Street and repealing ordinance 2015-3667.

8.17. Presentation, discussion, and possible action regarding Resolution No. 12-11-23-8.17 accepting a $97,135 grant from the Office of the Governor for Active Attack Integrated Response Training and designating the Fire Chief as the authorized official to execute documents necessary for the release of grant funds.

8.18. Presentation, discussion, and possible action regarding Ordinance No. 2023-4488 amending Chapter 105, "Floods," Article 2, "Flood Hazard Protection," Division 3, "Flood Hazard Reduction," Section 105-84, "Special Provisions for Manufactured Homes in Areas of Special Flood Hazard," Part 3 of the Code of Ordinances of the City of College Station, Texas.

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

9. WORKSHOP ITEMS

9.1. Presentation, discussion, and possible action regarding Southeast Park and Future Ballfields Update.

Jennfier Cain, Director of Capital Projects, provided an update regarding the Southeast Park and future ballfields.

Southeast Park
On-line Survey

- 553 Survey Respondents
    - 20% affiliated with an HOA
    - 73% said they would use a park at this location

Public Open House

- 40+ Meeting Attendees
    - Pump Track – 152
    - Trails – 121
    - Dog Park – 21
    - Fishing pond – 8
    - Disc Golf – 8
    - Pickleball – 6
    - Multipurpose court – 4
    - Splash Pad – 3

- Open play – 3
- Playground – 3

Potential Future Ballfields
684 Survey Respondents
- 51% affiliated with a league or club.
- 59% said they or someone in their household currently use baseball fields.
- 70% said more baseball fields are needed.

Public Open House
- 25+ meeting attendees

A majority of the Council directed staff to move forward with master plan designs for Southeast, options for the placement of larger ballfields, then return these items to council for consideration.

9.2. Presentation, discussion, and possible action on the Victoria Avenue Roundabouts project.

Emily Fisher, Director of Public Works, provided an update on Victoria Avenue Roundabouts project.

Victoria Avenue
- Added to FY 19 Capital Project budget.
  - Original budget $3,620,000
- Original Preliminary Engineering Contract approved June 13, 2019
  - $234,500
- Original Engineering Design Contract approved January 28, 2021
  - $458,400
- Scope revised – Change Order to close out Design Contract and New Design Contract approved May 26, 2022
  - $182,900

Current Scope
- Add concrete roundabouts at the intersections of Creek Meadows Parkway and Woodlake Drive
- Feasibility of adding sidewalk on south side of road between Woodlake Drive and Creek Meadows Parkway
- Asphalt pavement will be rehabilitated with street maintenance plan.

Randell Smith, Sr. Engineer II, provided a basic overview of how roundabouts operate. He stated that drivers enter the intersection by first navigating a gentle curve which slows drivers down, then after yielding to traffic already in the roundabout, they enter the circle. Which, they drive around the circle in a counterclockwise direction until exiting at their desired roadway. When using a roundabout, you should try to enter and exit the intersection without coming to a complete stop. Mr. Smith explained that the greatest reason that roundabouts are so safe is the point of conflict are greatly reduced. Studies have shown that roundabouts have a very large impact on safety. Currently Creek Meadows Pwky is what we would call a 2-way stop controlled intersection. Studies have shown that when a 2-way stop controlled intersection is converted to a roundabout, there have been up to aa 62% reduction in ALL crashes, and up to 82% reduction in fatal and injury crashes combined. Similar safety numbers have been attained with signalized intersections changing over to a roundabout.

Randell Smith provided the traffic flow benefits to the Roundabout.

Traffic Flow Benefits

Efficiency

- Reduces traffic delays as much as 65%
- Vehicle stops reduced as much 52%
- Environment
- With less stops, vehicle emissions reduced (15%-40%) and fuel consumption is lowered (24%) at the intersection.
- Positive Effects
- Public Opinion of Roundabout increases over time with use
- Safer for drivers (failure to yield is less severe)
- Gaining Popularity
- Vehicular roundabouts began in the 1950s.
- Modern Roundabouts are gaining in popularity since 1990 (Nevada, USA)
- "Roundabout First Policy" has been adopted by NY DOT and Virginia DOT
- College Station Roundabout Policy & Guidelines
    - Adopted and Signed 2019
    - Roundabouts are the preferred facility at controlled intersections of one (1) or more collector or local roads.
- Updated Scope
- Public meeting held September 19, 2023
    - 30+ meeting attendees
    - Received positive and negative feedback concerning project.
- Remove roundabout at Woodlake Drive
- Add sidewalk between Creek Meadows Parkway and Woodlake Drive

9.3. <u>Presentation, discussion, and possible action on adding a Council appointed member to the Tourism Advisory Committee.</u>

Bryan Woods, City Manager, provided overview of the Tourism Advisory Committees' purpose and Goals for the City of College Station.

Tourism Advisory Committees

- Purpose: Promote and enhance the tourism industry in College Station
- Goal: Consult and advise CMO and staff regarding overall tourism strategy

Committee Membership

- Previous/current experience in:
    - Hotel/motel industry
    - Retail/restaurant industry
    - Major tourist attractions
    - TAMU
    - Other relevant tourism activities
- Consists of 10 to 14 members
- City Manager to appoint, remove, and fill vacancies

Status Since 2021

- Resolution adopted unanimously on September 9th, 2021
- Committee members
    - Bill Peel - Mays Business School
    - Bob Holzweiss - George H.W. Bush Presidential Library and Museum
    - Greg Stafford - Texas A&M Hotel and Conference Center
    - Hege Kalaouze - Aggieland Outfitters

- Hunter Goodwin - Oldham-Goodwin Group
- Jenny Davis - Walk Ons
- Salim Ismail - Texas Hotel Management
- Rebekka Dudensing - TAMU

- Pending members
  - Cortney Phillips - The Dixie Chicken

A majority of the Council directed staff to bring reports three times a year and provide minutes of the meeting body to council.

10. REGULAR ITEMS

10.1. Public Hearing, presentation, discussion, and possible action regarding Ordinance No. 2023-4489 vacating and abandoning a 30-foot wide public drainage easement located on the property south of 3055 Holleman Dr. S across General Parkway, said easement being located in the Crawford Burnett League, Abstract No. 7, College Station, Brazos County, Texas, being part of that called 69.37-acre tract described in Volume 7551, Page 41, of the Official Public Records of Brazos County, Texas, and being the easement described in Volume 14119, Page 131 of the Official Public Records of Brazos County, Texas.

Gillian Sitler, Planning and Development, stated that the public utility easement abandonment is being requested by the applicant as a result of further development of the area. The originally dedicated easement was utilized to cover the discharge of a curb inlet along General Parkway that conveyed stormwater of the property to the north. New development on the tract where the easement lies will be constructing additional stormwater sewer lines that have been appropriately designed to covey the existing and proposed runoff directly to the portion of Bee Creek Tributary B that lies on the property, with no adverse impacts to the natural flow of the creek. These new lines will be within the existing right-of-way with proposed right-of-way and a new public drainage easement being dedicated with the plat to cover the new discharge location. The public drainage easement is generally 30-feet wide, extending 115 feet south from the curb inlet on General Parkway onto the 42.738-acre tract.

At approximately 7:54 p.m., Mayor Nichols opened the Public Hearing.

There being no further comments, the Public Hearing was closed at 7:54 p.m.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to adopt Ordinance No. 2023-4489, amending the budget ordinance, Ordinance 2023-4457, authorizing the City Manager to execute real estate contracts for the purchase of property to be used for Community Development projects. The motion carried unanimously.

10.2. Presentation, discussion, and possible action on the purchase of single and three phase transformers for electric warehouse inventory with Texas Electric Cooperatives, not to exceed $338,867.30, KBS Electrical Distributors, not to exceed $61,550 and Alamo Transformer Supply Co., not to exceed $109,372.

Timothy Crabb, Electric Director, stated that staff issued Bid #24-005 on September 20, 2023, for Electric Single and Three Phase Transformers and the Bid was opened on October 25, 2023. Twelve (12) sealed proposals were received and were reviewed by Electric Staff to ensure the compliance of required specifications. Texas Electric Cooperatives, KBS Electrical Distributors, and Alamo

Transformer Supply Co. were awarded based upon delivery dates, meeting College Station Utility specifications, and pricing. Upon Council approval, staff will issue purchase orders to Texas Electric Cooperatives, KBS Electrical Distributors, and Alamo Transformer Supply Co. for a one-time purchase. Staff recommends the award of this purchase to Texas Electric Cooperatives, not to exceed $338,867.30, KBS Electrical Distributors, not to exceed $61,550 and Alamo Transformer Supply Co., not to exceed $109,372. Quantity and size details for units are attached. This purchase aligns with historical years' activity for electric warehouse needs.

MOTION: Upon a motion made by Councilmember Yancy and a second by Councilmember Wright, the City Council voted seven (7) for and none (0) opposed, authorize the purchase of single and three phase transformers for electric warehouse inventory with Texas Electric Cooperatives, not to exceed $338,867.30, KBS Electrical Distributors, not to exceed $61,550 and Alamo Transformer Supply Co., not to exceed $109,372. The motion carried unanimously.

10.3. Presentation, discussion, and possible action on a construction contract with O&J Coating, Inc. for the Greens Prairie Elevated Storage Tank (EST) Rehabilitation project for $1,790,000 plus a $179,000 contingency, for a total appropriation amount of $1,969,000. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount.

Ramiro Martinez, Water Services Department, presented information on the Greens Prairie elevated storage tank rehabilitation construction contract. The tank was built in 1984 and last the last rehab occurred in 2000, with this contract including both the tank and column wet and dry areas being recoated. He also presented a new design for the tank and column.

MOTION: Upon a motion made by Councilmember Maloney and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to approve a construction contract with O&J Coating, Inc. for the Greens Prairie Elevated Storage Tank (EST) Rehabilitation project for $1,790,000 plus a $179,000 contingency, for a total appropriation amount of $1,969,000. Approval of this item grants authority for the City Manager to authorize expenditures up to the City's contingency amount. The motion carried unanimously.

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

MOTION: Upon a motion made by Mayor Nichols and a second by Councilmember Smith, the City Council voted seven (7) for and none (0) opposed, to appoint Bill Lartigue to the Brazos Valley Solid Waste Management Agency, Inc Board of Directors for a 3-year term. The motion carried unanimously.

10.5. Presentation, discussion, and possible action regarding an appointment to the Brazos Central Appraisal District.

MOTION: A majority of Council voted to appoint Ron Kaizer to the Brazos Central Appraisal District for a 1-year term. The motion carried unanimously.

11. Council Calendar

Council reviewed the calendar.

12. Items of Community Interest: The Council may 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.

Councilmember Wright reported on Christmas in College Station.

Councilmember Yancy recognized the passing of Marvin Tate, former mayor of the City of Bryan.

Councilmember Maloney recognized the efforts of Barbara Moore, City Managers Office, Visit College Station, Parks and Recreation, Tourism Advisory Committee, and many others who participated in making College Station's first Christmas Parade a success.

Councilmember Maloney also reported on Howdy Holidays at Northgate.

13. 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)

No reports were made.

14. 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.

In accordance with the Texas Government Code the Council reconvened into Executive Session at 8:26 p.m. on December 11, 2023, to continue discussing matters pertaining to:

Consultation with Attorney to seek advice regarding pending or contemplated litigation on:

- Legal advice related to an interlocal agreement with the City of Bryan for sewer service.

§§551.074-Personnel, deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer; to wit:

- City Manager

Executive Session recessed at 10:07 p.m.

Council directed the City Manager to initiate planning for the Northeast sewer trunkline following the

route along Cooner Street and Chimney Hill. This includes the necessary lift station and easement acquisition and intended to be undertaken in cooperation with the City of Bryan to address proposed changes as enumerated in their August 10, 2023, letter regarding sewer service on the "East Side" and "West Side" as documented in the Interlocal Agreement dated December 2011 and subsequent amendments. The ILA must be amended to encompass the proposed changes and brought back to Council. In addition the city appreciates the proposals made by the City of Bryan in ongoing discussions and would like to bring these matters to a successful conclusion.

15. <u>Adjournment.</u>

There being no further business, Mayor Nichols adjourned the meeting of the City Council at 10:10 p.m. on Monday, December 11, 2023.

_____
John P. Nichols, Mayor

ATTEST:

_____
Tanya Smith, City Secretary

January 11, 2024
Item No. 6.2.
Repair parts and labor for fire trucks.

Sponsor: Mary Ellen Leonard, Director of Fiscal Services

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding an annual blanket purchase order for purchasing repair parts and repair labor for fire trucks from Lonestar Freightliner Group, LLC through the BuyBoard Purchasing Cooperative with an estimated annual expenditure of $200,000.

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

Recommendation(s): Staff recommends approving annual purchases of various repair parts and services from Lonestar Freightliner Group, LLC through the BuyBoard Purchasing Cooperative. The estimated annual expenditure of $200,000.00 is based on the average amount spent on repair parts and services since January 2021 and the anticipated needs for existing vehicles and new vehicles being added to inventory this fiscal year.

Summary: BuyBoard is a purchasing cooperative for public agencies. All products and services available for purchase through BuyBoard contracts have been competitively bid and awarded and satisfy any State law requirements relating to competitive bids or proposals. Contingent upon Council approval, a blanket contract will be issued for the term of January 11th, 2024, through January 10th, 2025.

Budget & Financial Summary: Purchases of fire apparatus parts are made though an inventory account as budgeted and available in the Fleet Maintenance Funds. Charges are made to the Fire Department for fire apparatus vehicle maintenance and repairs based on the average annual cost for each piece of equipment.

Attachments:
1. Annual Parts Contract 723-23
2. Contract #723-23 For Vehicles Parts and Service Labor

Vendor Contract Information Summary

Vendor	Doggett Freightliner of South Texas, LLC
Contact	Mike Crockett
Phone	210-277-4373
Email	mike.crockett@doggett.com
Vendor Website	www.doggett.com
TIN	46-3732669
Address Line 1	8700 IH 10 East
Vendor City	Converse
Vendor Zip	78109
Vendor State	TX
Vendor Country	USA
Delivery Days	10
Freight Terms	FOB Destination
Payment Terms	Net 30 days
Shipping Terms	Freight prepaid by vendor and added to invoice
Ship Via	Common Carrier
Designated Dealer	No
EDGAR Received	Yes
Service-disabled Veteran Owned	No
Minority Owned	No
Women Owned	No
National	No
No Foreign Terrorist Orgs	Yes
No Israel Boycott	Yes
MWBE	No
ESCs	All Texas Regions
States	All States
Contract Name	Medium and Heavy-Duty Trucks, Parts, and Maintenance Repair Services
Contract No.	723-23
Effective	12/01/2023
Expiration	11/30/2026
Accepts RFQs	Yes
Service Fee Note	Vehicle purchase orders are subject to a $400 service fee
Quote Reference Number	BuyBoard 723-23
Return Policy	Parts must be returned in their original packaging and not have been installed. Titled motor vehicles can not be returned.

From: Connie Burkett <Connie.Burkett@tasb.org>
Sent: Thursday, November 30, 2023 12:10 PM
To: Alan Degelman <adegelman@cstx.gov>
Subject: RE: Contract #723-23 For Vehicles Parts and Service Labor

The following contracts go live tomorrow, December 1st, 2023:

Contract 723-23, Heavy-Duty Trucks, Parts, & Maintenance / Repair Service, effective December 1, 2023

This contract is for medium duty trucks and heavy-duty trucks, and includes models from the following manufacturers: Autocar; Battle Motors; Chevrolet/GMC/Buick; Chrysler/Dodge/Jeep; Ford; Freightliner; Hino; International; Isuzu; Kenworth; Mack; Mitsubishi; Peterbilt; Volvo; and Western Star. Awards were based on pricing for specified base models of truck.

Parts, options, extended-service maintenance agreements, floor plan insurance, and lot insurance were included in this contract, and pricing is based on a discount off manufacturer's price-list or product list. An hourly labor rate for installation and repair service, paint and body repair services, and a per-mile delivery fee were also included in the contract.

The Cooperative service fee all medium and heavy-duty trucks and options purchases is $400 per purchase order.

This is a one-year award with two (2) one-year options for renewal, for a total contract term of three (3) years.

Awarded Vendors (23): Bond Equipment Company; Caldwell Country Chevrolet; Cap-A-Bus, Inc.; Chastang Enterprises, Inc.; Doggett Ford of Beaumont; Doggett Freightliner of South Texas, LLC; Donalson CDJR, LLC; East Texas Truck Systems; General Body Mfg. Company; Grapevine DCJ, LLC; Industrial Power LLC; Longhorn International Trucks, LTD; M&D Distributors; MHC Trucks; Performance Truck; Rechtien International Trucks, Inc.; Rotex Truck Center, Inc.; Rush Truck Centers of Texas, L.P.; Sam Packs Five Star Ford; Southwest International Trucks, Inc. Arlington; Spring Klein Auto and Truck; Texas Truck AC Inc; Volvo & Mack Trucks of Waco

Contract 724-23, Vehicles, Police Motorcycles, Trucks, Parts, & Maintenance / Repair Service, effective December 1, 2023

The contract includes vehicles, police motorcycles, and trucks. Specifications included models from the following manufacturers: Chevrolet/GMC/Buick; Chrysler/Dodge/Jeep; Ford; Honda; Nissan; Toyota; BMW; Harley-Davidson; and Yamaha. Awards were based on pricing for the specified base model of vehicle.

Parts, options, extended service maintenance agreements, floor plan insurance, and lot insurance were also included in this contract, and pricing was based on a discount off manufacturer's price-list or product list. An hourly labor rate for installation and repair service and paint and body repair services, and a per-mile delivery fee is also included.

The Cooperative service fee or vehicles and options purchases is $400 per purchase order.

This is a one-year award with two (2) one-year options for renewal, for a total contract term of three (3) years.

Awarded Vendors (24): 5 Star Chevrolet; Austin Mack Haik Ford Lincoln; BMG Xtreme Sports (Jimenez Motorsports, LLC); Caldwell Country Chevrolet; Cameron Country CJDR; Cap-A-Bus, Inc.; Chastang Enterprises, Inc.; Dodge City of McKinney; Donalson CDJR, LLC; General Truck Body; Grapevine DCJ, LLC; Gunn Buick, GMC Ltd; Gunn Chevrolet; Lake Country Chevrolet, Inc; LHD Longhorn Harley-Davidson; Parkway Chevrolet Inc.; Randall Reed's Prestige Ford; Rockdale Country Ford; Rush Truck Center - Austin; Sam Packs Five Star Ford; Sewell Family of Companies; Silsbee Ford; Silsbee Toyota; Southwest Chrysler Dodge Jeep Ram - Gilchrist Automotive Group.

Respectfully,

Connie W. Burkett, *CTSBO*
Director of Cooperative Operations
BuyBoard / TASB
12007 Research Blvd
Austin TX 78759
Phone: 800-695-2919, ext 7152

January 11, 2024
Item No. 6.3.
1207 Texas Ave Project Final Change Order

Sponsor: Jennifer Cain, Director Capital Projects

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a final deductive change order with JaCody Construction, LP, for $100,013.05 on the 1207 Texas Avenue Renovation Project.

Relationship to Strategic Goals:
Core Services and Infrastructure

Recommendation(s): Staff recommends approval.

Summary: The City recently completed the renovation of the facility located at 1207 Texas Avenue for office and event space for the Economic Development and Tourism departments. The Human Resources department and Facilities Maintenance division were previously located in this building. HR has moved into the new City Hall building and Facilities Maintenance has moved to their new building located at 300 Krenek Tap Road. The renovation project included updating the building to current codes and upgrading mechanical, plumbing, and electrical systems, as well as adding an event space in the old fire station bays. Extensive facade work to the exterior of the building was also included. Staff determined that a construction manager at risk (CMAR) procurement method was the most beneficial for this project. The City awarded the CMAR contract to JaCody Construction, LP in November 2021.

The project has been completed, and this change order is to reconcile the budget, which has resulted in a savings of $100,013.05 back to the City.

Budget & Financial Summary: The proposed deductive change order will reduce the encumbered amount by $100,013.

Attachments:
1. 1207 Texas Ave Change Order 2

CHANGE ORDER NO. 3 DATE: 1/11/24 Contract No. 223000122
PO No. 22203192 PROJECT: 1207 Texas Ave RFP 22-005

OWNER:
City of College Station
P.O. Box 9960
College Station, Texas 77842

CONTRACTOR:
JaCody Construction, LP
Highway 30 Suite 400 Ph:
College Station, Tx 77845 Fax:

PURPOSE OF THIS CHANGE ORDER:
A. Project close out
B.
C.

Council Agenda 1/11/24

ITEM NO	UNIT	DESCRIPTION	UNIT PRICE	ORIGINAL QUANTITY	REVISED QUANTITY	ADDED COST
1		Project close out	($100,013.05)	1	1.00	($100,013.05)
2						$0.00
3						$0.00
					TOTAL	($100,013.05)

THE NET AFFECT OF THIS CHANGE ORDER IS -2.58 % DECREASE.

LINE 1 (acct./work order number)	($100,013.05)		
LINE 2 (acct./work order number)	$0.00		
LINE 3 (acct./work order number)	$0.00		
TOTAL CHANGE ORDER	(100,013.05)		
ORIGINAL CONTRACT AMOUNT	$3,871,798.00		
CHANGE ORDER NO. 1 - Plaza	$291,716.25	7.53%	% CHANGE
CHANGE ORDER NO. 2	($100,013.05)	-2.58%	% CHANGE
REVISED CONTRACT AMOUNT	$4,063,501.20	4.95%	% TOTAL CHANGE
ORIGINAL CONTRACT TIME		Days	
Time Extension No. 1		Days	
Revised Contract Time	0	Days	
SUBSTANTIAL COMPLETION DATE			
REVISED SUBSTANTIAL COMPLETION DATE	18-Aug-23		

APPROVED

Forrest Couch 1/3/2024
CONTRACTOR Date

ASST CITY MGR - CFO Date

CITY ATTORNEY Date

Jennifer Cain 1/3/2024
PROJECT MANAGER /
DEPARTMENT DIRECTOR Date

CITY MANAGER Date

JaCody Construction, LP
10770 Hwy 30
College Station, Texas 77845
Phone: (979) 774-5613
Fax: (979) 774-5693

PCCO #016

Project: 1069 - Renovation of 1207 Texas Ave
1207 Texas Ave
College Station, Texas 77845

Prime Contract Change Order #016: Contract Reconciliation

TO:	**City of College Station** PO Box 9973 College Station, Texas 77842-9973	**FROM:**	**JaCody Construction, LP** JaCody Construction, LP 10770 State Highway 30 Suite 400 College Station, Texas 77845
DATE CREATED:	10/05/2023	**CREATED BY:**	Jeff Day **(JaCody Construction, LP)**
CONTRACT STATUS:	Pending - In Review	**REVISION:**	0
DESIGNATED REVIEWER:	Jennifer Cain **(City of College Station)**	**REVIEWED BY:**	
DUE DATE:	10/12/2023	**REVIEW DATE:**	
INVOICED DATE:		**PAID DATE:**	
SCHEDULE IMPACT:	0 days	**EXECUTED:**	No
REVISED SUBSTANTIAL COMPLETION DATE:	08/18/2023	**SIGNED CHANGE ORDER RECEIVED DATE:**	
CONTRACT FOR:	1:The Renovation of 1207 Texas Avenue	**TOTAL AMOUNT:**	($100,013.05)

DESCRIPTION:
Final contract reconciliation, markup, and GCs.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
031	CE #102 - Contract Reconciliation	0 days	($100,013.05)
		Total:	($100,013.05)

CHANGE ORDER LINE ITEMS:

PCO # 031: CE #102 - Contract Reconciliation

#	Budget Code	Description	Amount
1	01-5191.O Misc Temp Utilities 1.Other	Temp Utilities	$(3,581.81)
2	01-5220.O Temp Toilets-Jobsite.Other	Jobsite Toilets	$(1,301.33)
3	01-5606.O Temp Fence.Other	Jobsite Fence	$(2,569.37)
4	01-5623.O Temp Barricades.Other	Temp Barricades	$(591.52)
5	01-5701.O Erosion&Sedmnt Cntrl Subk 1.Other	SWPPP	$(6,029.75)
6	01-5813.O Job Signage.Other	Job Signage	$(1,500.00)
7	01-7420.O Final Clean-JaCody.Other	Final Clean	$(1,105.75)
8	01-7829.O Final Site Survey.Other	Site Survey	$(2,950.15)
9	02-4191.O Misc Demolition 1.Other	Demolition	$(42,309.03)
10	03-8101.O Concrete Cutting Subk 1.Other	Building Sawcutting	$(11,010.74)
11	04-0180.O Clean Substrate at Paint Locations	Prep Masonry Substrate	$(7,403.17)
12	07-2191.O Misc Thermal Insulation 1.Other	Rigid Insulation	$(4,279.04)
13	09-1001.O Gypsum Drywall.Other	Framing and Drywall	$(27,322.17)
14	10-1406.O Signage Vendor 1.Other	Interior Signage	$(5,647.82)
15	10-1481.O Other Signage 1.Other	Exterior Signage	$(168.50)
16	10-4151.O Knox Box.Other	Knox Box	$(750.00)

JACODY CONSTRUCTION, LP

PCCO #016

#	Budget Code	Description	Amount
17	10-4451.O Fire Extinguishers.Other	Fire Extinguishers	$(1,450.00)
18	23-0581.O HVAC Demo	HVAC	$(3,138.00)
19	31-1379.O Tree Protection	Tree Protection	$(2,500.00)
20	01-1130.O General Liability Ins.Other	General Liability Insurance	$(6,153.78)
21	01-2108.O JACODY FEE.Other	Fee	$(9,645.27)
22	01-2132.O CM Construction Contingency.Other	CM Construction Contingency	$(64,983.31)
23	01-0201.O Perf & Pay Bond Premium.Other	Bond	$(301.50)
24	32-9001.O Landscaping Subk 1.Other	Irrigation and Sod Repair Allowance	$(1,021.00)
25	31-6321.O Drilled Piers	Drilled Piers	$(493.12)
26	01-5441.O Equip Rental.Other	Equipment Rental	$(683.01)
27	01-3111.O Project Manager 1.Other	Project Manager	$31,238.22
28	01-3151.O Superintendent 1.Other	Superintendent	$19,962.52
29	01-2108.O JACODY FEE.Other	Self Perform Mark Up	$52,486.49
30	01-2108.O JACODY FEE.Other	Fee	$5,188.86
		Subtotal:	**$(100,013.05)**
		OH&P (0.00% Applies to Other.):	$0.00
		Grand Total:	**$(100,013.05)**

The original (Contract Sum)	$3,871,798.00
Net change by previously authorized Change Orders	$291,716.25
The contract sum prior to this Change Order was	$4,163,514.25
The contract sum would be changed by this Change Order in the amount of	($100,013.05)
The new contract sum including this Change Order will be	$4,063,501.20
The contract time will not be changed by this Change Order.	
The Revised Substantial Completion Date will be	8/18/2023

City of College Station
PO Box 9973
College Station, Texas 77842-9973

SIGNATURE **DATE**

JaCody Construction, LP
JaCody Construction, LP 10770 State Highway 30 Suite 400
College Station, Texas 77845

Forrest Couch 1/3/2024
SIGNATURE **DATE**

Item No	Description Of Work	Scheduled Value	Total Completed and Stored To Date	%
12	Demolition	$ 56,500.00	$ 14,190.97	25.12%
23	Site Sealants	$ 1,420.00	$ 1,420.00	100.00%
27	Prep Masonry Substrate	$ 26,000.00	$ 18,596.83	71.53%
30	Misc. Blocking	$ 11,000.00	$ 11,000.00	100.00%
38	Waterproofing	$ 2,690.00	$ 2,690.00	100.00%
39	Rigid Insulation	$ 19,788.00	$ 15,508.96	78.38%
41	Batt Insulation	$ 25,755.00	$ 25,755.00	100.00%
43	Doors and Frames Labor	$ 13,250.00	$ 13,250.00	100.00%
50	Glass and Glazing	$ 1,410.00	$ 1,410.00	100.00%
51	Framing and Drywall	$ 234,680.00	$ 207,357.83	88.36%
52	Tape, Float, and Finish Drywall	$ 50,772.00	$ 50,772.00	100.00%
53	Acoustical Ceilings	$ 40,630.00	$ 40,630.00	100.00%
67	Painting	$ 71,015.00	$ 71,015.00	100.00%
71	Toilet Partitions and Accessories Labor	$ 6,500.00	$ 6,500.00	100.00%
75	Appliances	$ 22,407.00	$ 22,407.00	100.00%
149	RFI 06/07 - Added Framing at 120 and 122	$ 743.75	$ 743.75	100.00%
150	RFI 10 - Added Framing and Sheetrock at Board Room 104	$ 3,121.00	$ 3,121.00	100.00%
151	RFI 15 - Added Framing Around Column in Coffee 126	$ 681.15	$ 681.15	100.00%
165	Demo Existing Storefront	$ 360.00	$ 360.00	100.00%
174	Demo of Existing Door Frames	$ 300.00	$ 300.00	100.00%
199	RFI 50 - Framing	$ 1,200.00	$ 1,200.00	100.00%
200	RFI 50 - Waterproofing	$ 600.00	$ 600.00	100.00%
208	Added Appliances	$ 1,423.00	$ 1,423.00	100.00%
211	ASI 001 - Paint Exposed Structure at Furn Storage 154	$ 774.00	$ 774.00	100.00%
212	ASI 001 - Change APC-1 to APC-3, Remove APC in Storage 15	$ 11,176.00	$ 11,176.00	100.00%
270	Added Refrigerator in Coffee 126	$ 1,984.00	$ 1,984.00	100.00%
		Sum of Above	$ 524,866.49	
		10% Markup	**$ 52,486.65**	

January 11, 2024
Item No. 6.6.
Replacement Avigilon Servers

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on purchase of video storage security servers from Avinext in the amount of $160,890.56.

Relationship to Strategic Goals:
Core Services & Infrastructure

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

Summary: Avigilon video storage security servers control and store all the backup video for each camera at Northgate, Public Works building, Police Department, and Utility Customer Services building. The four servers that are being replaced are over 5 years old. Our replacement policy is to replace servers every 5 years to ensure the hardware and software are up to date and the systems are running at optimal performance.

Budget & Financial Summary: The Capital Computer Hardware fund will be used for this purchase.

Attachments:
1. 24300188 AD

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 24300188 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: Replacement of four Avigilon Servers at Northgate Parking Garage

Name of Contractor: The Personal Computer Store, Inc. dba Avinext

CONTRACT TOTAL VALUE: $ 160,890.56 **Grant Funded** Yes ☐ No ■
If yes, what is the grant number: ☐

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

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

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

Pricing taken from TIPS contract #230202
Funding from account 10019100-5700

CRC Approval Date*: N/A *(If required)** **Council Approval Date*:** 01/11/2024 **Agenda Item No*:** TBD

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

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

SIGNATURES RECOMMENDING APPROVAL

Sam Rivera — 12/15/2023
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

[signature] — 12/15/2023
ASST CITY MGR – CFO — DATE

Aaron Longoria — 12/18/2023
LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

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

CITY OF COLLEGE STATION
GENERAL SERVICE CONTRACT

This General Service Contract is by and between the **City of College Station**, a Texas Home-Rule Municipal Corporation (the "City"), and **The Personal Computer Store, Inc. dba Avinext** (the "Contractor"), for the following work: the replacement of four Avigilon servers as described in the Scope of Services attached as **Exhibit "A".**

ARTICLE I
PAYMENT AND TERM

1.01 Consideration. In consideration for the services performed in the Scope of Services and Contractor's completion of work in conformity with this Contract, the City shall pay the Contractor an amount not to exceed One Hundred Sixty Thousand Eight Hundred Ninety **and** 56 **/100 Dollars** (**$** 160,890.56).

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

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

☑ **1.04 Time is of the Essence.** The Contractor must complete all the services described in the Scope of Services by the following dates: four weeks after execution of contract .

OR

☐ **1.04 Term.** The initial term of the Contract is for one (1) year with the option to renew for two (2) additional one (1) year terms for a total of three (3) years. Any renewal must be in writing and executed by the parties.

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

ARTICLE II
CHANGE ORDERS

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

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

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

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

ARTICLE III
INDEPENDENT CONTRACTOR AND SUBCONTRACTORS

3.01 Independent Contractor. It is understood and agreed by the parties that the Contractor is an independent contractor retained for the services described in the Scope of Services. The City will not control the manner or the means of the Contractor's performance, but shall be entitled to a work product as in the Scope of Services. The City will not be responsible for reporting or paying employment taxes or other similar levies that may be required by the United States Internal Revenue Service or other State or Federal agencies. This Contract does not create a joint venture.

3.02 Subcontractor. The term "subcontractor" shall mean and include only those hired by and having a direct contact 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. The Contractor shall be fully responsible to the City for the acts and omissions of its subcontractors. Nothing contained herein shall create any contractual or employment relations between any subcontractor and the City.

ARTICLE IV
INSURANCE

4.01 The Contractor 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 services performed by the Contractor, its officers, agents, volunteers, and employees.

4.02 The Contractor's insurance shall list the City of College Station, its officers, agents, volunteers, and employees as additional insureds. The Required Limits of Insurance are as set forth below. Certificates of insurance evidencing the required insurance policies are attached in **Exhibit C.**

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

4.03 Types. Contractor shall have the following types of insurance:

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

4.04 General Requirements Applicable to All Policies. The following General requirements applicable to all policies:

(a) Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent.

(b) Certificates of Insurance and endorsements shall be furnished on the most current State of Texas Department of Insurance-approved forms to the City's Representative at the time of execution of this Contract; shall be attached to this Contract as Exhibit C; and shall be approved by the City before work begins.

(c) Contractor shall be responsible for all deductibles on any policies obtained in compliance with this Contract. Deductibles shall be named on the Certificate of Insurance and are acceptable on a per-occurrence basis only.

(d) The City will accept only Insurance Carriers licensed and authorized to do business in the State of Texas.

(e) The City will not accept "claims made" policies.

(f) Coverage shall not be suspended, canceled, non-renewed or reduced in limits of liability before thirty (30) days written notice has been given to the City.

4.05 Commercial General Liability. The following Commercial general Liability requirements shall apply:

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

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

(c) Limits of liability must be equal to or greater than $500,000 per occurrence for bodily injury and property damage, with an annual aggregate limit of $1,000,000.00. Limits shall be endorsed to be per project.

(d) No coverage shall be excluded from the standard policy without notification of individual exclusions being submitted for the City's review and acceptance.

(e) The coverage shall include, but not be limited to the following: premises/operations with separate aggregate; independent contracts; products/completed operations; contractual liability (insuring the indemnity provided herein) Host Liquor Liability, and Personal & Advertising Liability.

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

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

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

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

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

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

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

(a) Employer's Liability minimum limits of liability not less than $500,000 for each accident/each disease/each employee are required.

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

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

ARTICLE V
INDEMNIFICATION AND RELEASE

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

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

ARTICLE VI
GENERAL TERMS

6.01 Performance. Contractor, its employees, associates, or subcontractors shall perform all the services described in the Scope of Services in a professional manner and be fully qualified and competent to perform those services. Contractor shall undertake the work and complete it in a timely manner.

6.02 Termination. Either Party may terminate the Project and this Contract, at any time, for any reason or no reason, upon at least thirty (30) days advance, written notice given to the other Party. In the event of such termination (which shall be effective 30 days after such written notice), the

Contractor shall cease work immediately and the City shall pay Contractor for the work or services performed and expenses incurred before the effective date of termination.

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

6.04 Amendment. This Contract may only be amended by written instrument approved and executed by the parties.

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

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

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

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

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

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

Contractor and City agree and understand that City is a political subdivision of the State of Texas, and as such is subject to certain laws that may conflict with some or all of the documents provided by Contractor as presented and/or as modified, including exhibits hereto. In such event, the applicable law shall apply and the terms of this document shall prevail and not any exhibits provided by Contractor. In the event of a conflict between the terms and conditions of this Agreement with

one or more of the terms and conditions of the exhibits hereto, the provisions of this Agreement and not the conflicting exhibit shall prevail. It is expressly understood and agreed that no other consideration is being provided by City to Contractor other than the monetary amount referenced elsewhere in this Agreement in conjunction with any schedules attached hereto; that there shall be no waivers of immunity, no limitations of remedies, and no modifications of the terms of the Contract other than as allowed in the section setting forth how this Agreement may be modified or otherwise amended or changed.

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

6.12 Effective Date. This Contract goes into effect when duly approved by all the parties hereto.

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

City of College Station	**The Personal Computer Store, Inc. dba Avinext**
Attn: Dan Merkel	Attn: John Crockett
PO BOX 9960	1400 Univesity Drive E.
1101 Texas Ave	College Station, TX 77840
College Station, TX 77842	crockett@Avinext.com
dmerkel @cstx.gov	

6.14 Severability. In the event any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the other provisions, and in lieu of each provision that is invalid, illegal or unenforceable, there shall be added a new provision to this Contract as similar in terms to such invalid, illegal, or unenforceable provision as may be possible and yet be valid, legal and enforceable, by means of good faith negotiation by the Parties to this Contract or by reform by a court of competent jurisdiction.

6.15 Duplicate Originals. The parties may execute this Contract in duplicate originals, each of equal dignity.

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

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

(a) Boycott Israel. If this Contract is for goods and services subject to § 2270.002 Texas Government Code, Contractor verifies that it i) does not boycott Israel; and ii) will not boycott Israel during the term of this Contract;

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

(c) Boycott Energy Companies. Subject to § 2274.002 Texas Government Code, Contractor herein verifies that it i) does not boycott energy companies; and ii) will not boycott energy companies during the term of this Contract.

List of Exhibits

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

THE PERSONAL COMPUTER STORE, INC. dba AVINEXT

By: John Crockett

Printed Name: John Crockett

Title: Chief Operating Officer

Date: 12/15/2023

CITY OF COLLEGE STATION

By: _____
City Manager
Date: _____

APPROVED:

Aaron Longoria
City Attorney
Date: 12/18/2023

_____
Assistant City Manager/CFO
Date: 12/15/2023

EXHIBIT A
SCOPE OF SERVICES

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

See attached Scope of Services

Avinext
AV SAVVY. NETWORK SMART.

Exhibit A
Scope of Services
Avigilon Servers

Scope of work: (2 hour duration)

Avinext will assist with the installation of the new Avigilon server at Northgate Parking Garage location. Initial server installation will be completed by owner. Avinext will assist with the unlinking of the old server and linking of the replacement server on the Avigilon system for a single pane view of the cameras. All other configuration will be the responsibility of the owner.

Avinext
AV SAVVY. NETWORK SMART.
The Personal Computer Store, Inc.
1400 University Drive East - College Station, TX 77840
Phone 979-846-9727 Fax 979-268-1017
www.Avinext.com

Quotation

Quote #	Date
205643	11/30/23

Sales Rep

Robert Abt
979-846-9727 Ext. 205
abt@Avinext.com

For	Phones
Dan Merkel City of College Station 1101 Texas Avenue College Station, TX 77840 United States	(979) 764-3498

PO #	Terms	Ship Date	Ship Via
	Net 30 days		

	Part	Description	Qty	List Price	Price	Ext. Price
1	COMTIPS9	TIPS Contract 230202 Security Systems Products and Services	1			
2						
3		**Northgate**	**1**	$41,647.40	**$35,552.66**	**$35,552.66**
4	NVR5-PRM-96TB-S19-NA	Avigilon fifth-generation Avigilon Network Video Recorder NVR5 PRM 96TB 2U Rack Mnt, WS19 NA	1			
5						
6		**Public Works**	**1**	$54,952.52	**$46,910.68**	**$46,910.68**
7	NVR5-PRM-128TB-S19-NA	Avigilon fifth-generation Avigilon Network Video Recorder NVR5 PRM 128TB 2U Rack Mnt, WS19 NA	1			
8						
9		**Police Department**	**1**	$54,952.52	**$46,910.68**	**$46,910.68**
10	NVR5-PRM-128TB-S19-NA	Avigilon fifth-generation Avigilon Network Video Recorder NVR5 PRM 128TB 2U Rack Mnt, WS19 NA	1			
11						
12		**UCS**	**1**	$36,626.52	**$31,266.54**	**$31,266.54**
13	NVR5-STD-64TB-S19-NA	Avigilon fifth-generation Avigilon Network Video Recorder NVR5 STD 64TB 2U Rack Mnt, WS19 NA	1			
14	NVR5-STD-10GBE	Avigilon NVR5 Standard 10GbE Kit	1			
15						
16	SER100045	Avinext Lead Security Technician	2	$125.00	$125.00	$250.00

SubTotal	$160,890.56
Sales Tax	$0.00
Shipping	$0.00
Total	**$160,890.56**

QUOTES ARE VALID FOR 30 DAYS FROM THE DATE SHOWN ABOVE. PRICES SUBJECT TO CHANGE - PRICES BASED UPON TOTAL PURCHASE - ALL SERVICES TO BE BILLED AT PUBLISHED RATES

EXHIBIT B
PAYMENT SCHEDULE

☐ The Contractor must submit ***monthly*** invoices to the City, accompanied by an explanation of charges, fees, services, and expenses. The City will pay such invoices in compliance with the Texas Prompt Payment Act.

-OR-

☑ Payment is a fixed fee in the amount named in Article I of this Contract. This amount shall be payable by the City pursuant to the schedule named below and upon completion of the services and written acceptance by the City.

Schedule of Payment for each phase:

See attached Scope of Services

EXHIBIT C
CERTIFICATES OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/28/2023

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:** Dottie Vandagriff **PHONE (A/C, No, Ext):** 979-774-6277 **FAX (A/C, No):** 979-774-5372 **E-MAIL ADDRESS:** vandagriff@anco.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : The Travelers Indemnity Compan / 25658
INSURED PERSCOM-02 The Personal Computer Store, Inc. dba Avinext 1400 University Drive East College Station TX 77840-2335	**INSURER B :** Travelers Property Casualty Co / 36161
	INSURER C : The Travelers Indemnity Compan / 25666
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1148916438 **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 LOC OTHER:			ZLP41M7047722I5	1/1/2023	1/1/2024	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 $ 300,000 $ 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			BA1L88862022I5G	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
B	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			CUP3L86690022	1/1/2023	1/1/2024	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
C	**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		UB0J58158A22I5G	1/1/2023	1/1/2024	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
B	Professional Liability			ZPL21N8489922	1/1/2023	1/1/2024	Cyber Liability	1,000,000

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

Reference: Replacement of Avigilon Servers
General Liability Coverage Form CGT1000219
Xtend Endorsement for Technology Form CGD4170219
Business Auto Extension Endorsement Form CAT3530215
Texas Waiver of Our Right to Recover from Others Endorsement Form WC420304(B)-001
Designated Person or Organization-Notice of Cancellation Provided by Us 30 Day Form ILT4050519
Earlier Notice of Cancellation/Nonrenewal Provided by Us-Texas Form CAF0850215
Earlier Notice of Cancellation or Nonrenewal by Us Endorsement Form WC9906Q1(00)

CERTIFICATE HOLDER

City of College Station
Attn: Risk Management
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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CC: 000 D689
* M: 05 I: 000 T: 001
* 0 C 0 0 2 41M70477 1027

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 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.

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;

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Includes copyrighted material of Insurance Services Office, Inc. with its permission.

(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".

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" or "property damage" 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 that 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 will be deemed to be damages because of "bodily injury" or "property damage", provided that:

(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 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 produced by or originating from 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) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this 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

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(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations 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 any governmental authority or any other person or organization 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".

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) 50 feet long or less; and

(b) Not being used to carry any person 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;

(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 as "mobile equipment" under the definition of "mobile equipment" if such land vehicle 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"; or

(6) An aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

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 pre-

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arranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. 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 "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of 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";

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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".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) 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, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

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

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repay someone else who must pay damages because of the "bodily injury".

Exclusions **c.** through **n.** do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of 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.

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".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed 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:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

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(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you 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.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"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

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.(1)**, **(2)** and **(3)** of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or 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.

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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 any governmental authority or any other person or organization 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" arising 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. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) 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, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that

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person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

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 "personal injury".

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

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 $2,500 for the 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

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loss of earnings up to $500 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.

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" or offense 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** - Coverages - Coverage **A** - Bodily Injury And Property Damage Liability or Paragraph **2.e.** of Section **I** - Coverages - Coverage **B** - Personal And Advertising Injury Liability, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", 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:

a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or

b. 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.

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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 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.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(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.

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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.

e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

(1) 50 feet long or less; and

(2) Not being used to carry any person or property for a charge.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

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

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.

For the purposes of Paragraph **1.** of Section **II** - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. An organization, other than a partnership, joint venture or limited liability company; or

b. A trust;

as indicated in its name or the documents that govern its structure.

4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such premises owner, manager or lessor does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or

(2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to

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provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

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. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** - Who Is An Insured.

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 injury" 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".

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be 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 "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or

b. $300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

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:

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(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.

e. The following provisions apply to Paragraph **a.** above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** - Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) **A** partner or member of any partnership or joint venture;

(ii) A manager of any limited liability company;

(iii) An executive officer or director of any other organization; or

(iv) A trustee of any trust;

that is your partner, joint venture member, manager or trustee; or

(b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph **e.(1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

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However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.

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 valid and collectible other 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 described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

(i) Another insurance company;

(ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** - Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** - Limits of Insurance applies because the Amendment - Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;

(iii) Any risk retention group; or

(iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph c. below, insurer means a provider of insurance.

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, except when Paragraph **d.** below applies.

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 insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** - Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section

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(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(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.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

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.

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.

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The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

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 websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":

   a. Means injury caused by one or more of the following offenses:

   (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;

   (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:

   (a) Appropriates a person's name, voice, photograph or likeness; or

   (b) Unreasonably places a person in a false light; or

   (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".

   b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.

3. "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".

4. "Bodily injury" means:

   a. Physical harm, including sickness or disease, sustained by a person; or

   b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.

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5. "Broadcasting" means transmitting any audio or visual material for any purpose:

   a. By radio or television; or

   b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:

      (1) Radio or television programming being transmitted;

      (2) Other entertainment, educational, instructional, music or news programming being transmitted; or

      (3) Advertising transmitted with any of such programming.

6. "Coverage territory" means:

   a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

   b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in 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.

7. "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.

8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

10. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

11. "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.

12. "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.

13. "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 "premises damage" 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", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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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, roadbeds, 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 Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.

14. "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".

15. "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".

16. "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.

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However, "mobile equipment" does not include any 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. Such land vehicles are considered "autos".

17. "Occurrence" means:

a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) 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, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "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.

21. "Premises damage" means:

a. With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or

b. With respect to the exception to Exclusions c. through n. in the last paragraph of Paragraph **2.** of Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:

(1) Fire;

(2) Explosion;

(3) Lightning;

(4) Smoke resulting from fire, explosion or lightning; or

(5) Water.

But "premises damage" under this Paragraph b. does not include "property damage" to any premises caused by:

(1) Rupture, bursting, or operation of pressure relief devices;

(2) Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or

(3) Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and

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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.

23. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will 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 will 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.

24. "Slogan":

a. Means a phrase that others use for the purpose of attracting attention in their advertising.

b. Does not include a phrase used as, or in, the name of:

(1) Any person or organization, other than you; or

(2) Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

25. "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.

26. "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.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "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.

30. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

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(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.

31. "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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR TECHNOLOGY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE - This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Non-Owned Watercraft - 75 Feet Long Or Less

B. Who Is An Insured - Unnamed Subsidiaries

C. Who Is An Insured - Employees - Supervisory Positions

D. Who Is An Insured - Newly Acquired Or Formed Limited Liability Companies

E. Who Is An Insured - Liability For Conduct Of Unnamed Partnerships Or Joint Ventures

F. Blanket Additional Insured - Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

G. Blanket Additional Insured - Broad Form Vendors

H. Blanket Additional Insured - Controlling Interest

I. Blanket Additional Insured - Mortgagees, Assignees, Successors Or Receivers

J. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Premises

K. Blanket Additional Insured - Governmental Entities - Permits Or Authorizations Relating To Operations

L. Medical Payments - Increased Limit

M. Blanket Waiver Of Subrogation

N. Contractual Liability - Railroads

O. Damage To Premises Rented To You

PROVISIONS

A. NON-OWNED WATERCRAFT - 75 FEET LONG OR LESS

1. The following replaces Paragraph **(2)** of Exclusion **g., Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

   (2) A watercraft you do not own that is:

   (a) 75 feet long or less; and

   (b) Not being used to carry any person or property for a charge;

2. The following replaces Paragraph **2.e.** of **SECTION II – WHO IS AN INSURED:**

   e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:

   (1) 75 feet long or less; and

   (2) Not being used to carry any person or property for a charge.

B. WHO IS AN INSURED - UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any of your subsidiaries, other than a partnership or joint venture, that is not shown as a Named Insured in the Declarations is a Named Insured if:

a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and

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b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

a. Before you maintained an ownership interest of more than 50% in such subsidiary; or

b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph **1.** of Section **II** - Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

C. WHO IS AN INSURED – EMPLOYEES – SUPERVISORY POSITIONS

The following is added to Paragraph **2.a.**(1) of **SECTION II – WHO IS AN INSURED:**

Paragraphs **(1)(a)**, **(b)** and **(c)** above do not apply to "bodily injury" to a co-"employee" while in the course of the co-"employee's" employment by you arising out of work by any of your "employees" who hold a supervisory position.

D. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED LIMITED LIABILITY COMPANIES

The following replaces Paragraph **3.** of **SECTION II – WHO IS AN INSURED:**

3. Any organization you newly acquire or form, other than a partnership or joint venture, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, 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:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it;

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.

For the purposes of Paragraph **1.** of Section **II** - Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

a. A limited liability company;

b. An organization, other than a partnership, joint venture or limited liability company; or

c. A trust;

as indicated in its name or the documents that govern its structure.

E. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS OR JOINT VENTURES

The following replaces the last paragraph of **SECTION II - WHO IS AN INSURED:**

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. This paragraph does not apply to any such partnership or joint venture that otherwise qualifies as an insured under Section **II** - Who Is An Insured.

F. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written

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contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

G. BLANKET ADDITIONAL INSURED – BROAD FORM VENDORS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a vendor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" that:

a. Occurs subsequent to the signing of that contract or agreement; and

b. Arises out of "your products" that are distributed or sold in the regular course of such vendor's business.

The insurance provided to such vendor is subject to the following provisions:

a. The limits of insurance provided to such vendor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such vendor does not apply to:

(1) Any express warranty not authorized by you or any distribution or sale for a purpose not authorized by you;

(2) Any change in "your products" made by such vendor;

(3) Repackaging, unless 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;

(4) Any failure to make such inspections, adjustments, tests or servicing as vendors agree to perform or normally undertake to perform in the regular course of business, in connection with the distribution or sale of "your products";

(5) Demonstration, installation, servicing or repair operations, except such operations performed at such vendor's premises in connection with the sale of "your products"; or

(6) "Your products" that, 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 on behalf of such vendor.

Coverage under this provision does not apply to:

a. Any person or organization from whom you have acquired "your products", or any ingredient, part or container entering into, accompanying or containing such products; or

b. Any vendor for which coverage as an additional insured specifically is scheduled by endorsement.

H. BLANKET ADDITIONAL INSURED – CONTROLLING INTEREST

1. The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that has financial control of you is an insured with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that arises out of:

a. Such financial control; or

b. Such person's or organization's ownership, maintenance or use of premises leased to or occupied by you.

The insurance provided to such person or organization does not apply to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

2. The following is added to Paragraph **4.** of **SECTION II – WHO IS AN INSURED:**

This paragraph does not apply to any premises owner, manager or lessor that has financial control of you.

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I. BLANKET ADDITIONAL INSURED – MORTGAGEES, ASSIGNEES, SUCCESSORS OR RECEIVERS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any person or organization that is a mortgagee, assignee, successor or receiver and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to its liability as mortgagee, assignee, successor or receiver for "bodily injury", "property damage" or "personal and advertising injury" that:

a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

b. Arises out of the ownership, maintenance or use of the premises for which that mortgagee, assignee, successor or receiver is required under that contract or agreement to be included as an additional insured on this Coverage Part.

The insurance provided to such mortgagee, assignee, successor or receiver is subject to the following provisions:

a. The limits of insurance provided to such mortgagee, assignee, successor or receiver will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

b. The insurance provided to such person or organization does not apply to:

(1) Any "bodily injury" or "property damage" that occurs, or any "personal and advertising injury" caused by an offense that is committed, after such contract or agreement is no longer in effect; or

(2) Any "bodily injury", "property damage" or "personal and advertising injury" arising out of any structural alterations, new construction or demolition operations performed by or on behalf of such mortgagee, assignee, successor or receiver.

J. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO PREMISES

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to premises owned or occupied by, or rented or loaned to, you and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of any of the following for which that governmental entity has issued such permit or authorization: advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations.

K. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED:**

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or

b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

L. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE:**

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,

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and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

M. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:**

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

N. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.**(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

O. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL PROPERTY

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   An "employee" of yours is 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.

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

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

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

   (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

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permission, while performing duties related to the conduct of your business.

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

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (2) Up to $3,000 for 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.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

   (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.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

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You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to $400 for "loss" to wearing apparel and other personal property which is:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

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such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) – 001

POLICY NUMBER: UB-0J58158A-22-I5-G

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.

1. ☐ Specific Waiver

☒ 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: $ SEE SCHEDULE

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 Policy No. Endorsement No.
Insured Premium

Insurance Company Countersigned by_____

DATE OF ISSUE: ST ASSIGN:

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001884

CC: 000 D689
* M: 05 I: 000 T: 001
* O C O O 2 41M70477 917

POLICY NUMBER: ZLP-41M70477-22-I5 ISSUE DATE: 12/12/2022

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THE POLICY

SCHEDULE

Cancellation: **Number of Days Notice:** 30

Person or organization:

Any person or organization to whom you have agreed in a written contract that notice of cancellation of this policy will be given, but only if:

1. You send us a written request to provide such notice, including the name and address of such person or organization, after the first Named Insured receives notice from us of the cancellation of this policy; and
2. We receive such written request at least 14 days before the beginning of the applicable number of days shown in this endorsement.

Address:

The address for that person or organization included in such written request from you to us.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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POLICY NUMBER: BA-1L888620-22-I5-G

COMMERCIAL AUTO
ISSUE DATE:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US – TEXAS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

CANCELLATION:	Number of Days Notice: 30
WHEN WE DO NOT RENEW (Nonrenewal):	Number of Days Notice: 30

PROVISIONS:

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 06 Q1 (00)

POLICY NUMBER: UB-0J58158A-22-I5-G

EARLIER NOTICE OF CANCELLATION OR NONRENEWAL BY US ENDORSEMENT

The following modifies the **Cancellation** condition in **PART SIX – CONDITIONS** or in any endorsement forming a part of this policy that amends such condition:

If we cancel or do not renew this policy for any reason other than nonpayment of premium, we will increase the number of days advance notice for cancellation or nonrenewal from the number of days required by applicable law to the number of days shown in the Schedule.

SCHEDULE

NUMBER OF DAYS 30

All other terms and conditions of this policy remain unchanged.

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 Policy No. Endorsement No.
Insured Premium $

Insurance Company Countersigned by _____

DATE OF ISSUE: ST ASSIGN: Page 1 of 1

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January 11, 2024
Item No. 6.5.
Contract for Cisco phone licensing

Sponsor: Sam Rivera

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on a technology services contract with Computer Solutions for Cisco phone licensing not to exceed $140,729.04.

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

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

Summary: Great South Texas Corp dba Computer Solutions is providing a 3-year quote for Cisco On-Prem Licensing and Contact Center On-Prem Licensing. This contact locks in the licensing cost through December 2025.

Budget & Financial Summary: The total contract for the three years is $140,729.04. The yearly payment is $46,909.68. The Contract is for $36,144 for the Enterprise Calling Licensing and $10,765.68 year for the Contact Center On-Prem licensing per year. The funding for this contract is allocated out of the IT Communications Phone Maintenance Account.

Attachments:
1. Contract 24300215

CONTRACT & AGREEMENT ROUTING FORM

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

CONTRACT#: 24300215 PROJECT#: N/A BID/RFP/RFQ#: N/A

Project Name / Contract Description: New Three Year Cisco Phone System License Agreement

Name of Contractor: Great South Texas Corp dba Computer Solutions

CONTRACT TOTAL VALUE: $ 140,729.04 **Grant Funded** Yes ☐ No ■
If yes, what is the grant number: ☐

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

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

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

Renewal of 3 year Cisco Phone System Licensing

Funding source - 10011270-5206

CRC Approval Date*: 01/03/2024 *(If required)** **Council Approval Date*:** 01/11/2024 **Agenda Item No*:** N/A

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

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

SIGNATURES RECOMMENDING APPROVAL

John Jones — 1/5/2024
DEPARTMENT DIRECTOR/ADMINISTERING CONTRACT — DATE

Aaron Longoria — 1/5/2024
ASST CITY MGR – CFO — DATE

LEGAL DEPARTMENT — DATE

APPROVED & EXECUTED

CITY MANAGER — DATE

N/A
MAYOR (if applicable) — DATE

N/A
CITY SECRETARY (if applicable) — DATE

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

TECHNOLOGY SERVICES CONTRACT

This Contract is by and between the **City of College Station**, a Texas Municipal Home-Rule Corporation (the "City") and **Great South Texas Corp dba Computer Solutions**, a Texas 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 Cisco Collaboration Flex Plan Enterprise Wide Calling, Smartnet Renewal (the "Project"). The scope and details of the work to be provided to the City by Consultant for the Project are set forth in **Exhibit "A"** to this Contract and are incorporated as though fully set forth herein by reference (the "Work"). Consultant agrees to perform or cause the performance of all the work described in **Exhibit "A."**

1.02 Consultant agrees to perform the work described in **Exhibit "A"** hereto and the City agrees to pay Consultant a fee based on the rates set forth in **Exhibit "B"** to this Contract for the Work performed by Consultant. The invoices shall be submitted to the City following the 15th day and the last day of each month. The payment terms are net payable within thirty (30) calendar days of the City's receipt of the invoice. Upon termination of this Contract, payments under this paragraph shall cease, provided, however, that Consultant shall be entitled to payments for work performed in accordance with this Contract before the date of termination and for which Consultant has not yet been paid.

ARTICLE II
PAYMENT

2.01 The total amount of payment, including reimbursements, by the City to Consultant for all Work to be performed under this Contract may not, under any circumstances, exceed
One Hundred Forty Thousand, Seven Hundred Twenty-Nine and 04/100 Dollars ($140,729.04).

ARTICLE III
CHANGE ORDERS

3.01 The City may from time to time request changes in the scope and focus of the Work to be conducted by Consultant pursuant to this Contract, provided, however, that any such change that in the opinion of Consultant, the City Manager, or the City's Project Manager varies significantly from the scope of the work set out herein and would entail an increase in cost or expense to the City shall be mutually agreed upon in advance in writing by Consultant and the City's Project Manager.

(a) When the original Contract amount plus all change orders is $100,000 or less, the City Manager or his designee may approve the written change order provided the change order does not increase the total amount set forth in the Contract to more than $100,000. For such contracts, when a change order results in a total contract

amount that exceeds $100,000, the City Council of the City must approve such change order prior to commencement of the services or work; and

(b) When the original contract amount plus all change orders is greater than $100,000, the City Manager or his designee may approve the written change order provided the change order does not exceed $50,000, and provided the sum of all change orders does not exceed 25% of the original contract amount. For such contracts, when a change order exceeds $50,000 or when the sum of all change orders exceeds 25% of the original contract amount, the City Council of the City must approve such change order prior to commencement of the services or work. Thereafter, any additional change orders exceeding $50,000 or any additional change orders totaling 25 percent following such council approval, must be approved by City Council; and

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

ARTICLE IV
TIME OF PERFORMANCE

4.01 Except as provided in Article XI hereinbelow, the term of this Contract shall be for one (1) year from the effective date of this Contract. Thereafter, upon the mutual consent of both parties, including budget approval by the City, this Contract may be renewed on an annual basis, under the same terms and conditions, for up to two (2) additional years (three (3) years total). If, for any reason, funds are not appropriated to continue the contract, the contract shall become null and void and shall terminate.

4.02 **Time is of the essence of this Contract.** The Consultant shall be prepared to provide the Work in the most expedient and efficient manner possible in order to complete the work by the times specified.

4.03 Consultant promises to work closely with the City Manager or his designee (the "Project Manager") or other appropriate City officials. Consultant agrees to perform any and all Project-related tasks reasonably required of it by the City in order to fulfill the purposes of the Work to be performed. The Work of Consultant under this Contract may be authorized by the Project Manager in various phases as set forth in **Exhibit "A."**

ARTICLE V

INDEPENDENT CONTRACTOR AND NONSOLICITATION

5.01 Independent Contractor. In all activities or work performed hereunder, the Consultant is an independent contractor and not an agent or employee of the City. The Consultant, as an independent contractor, shall be responsible for the final product contemplated under this Contract. Except for materials furnished by the City, the Consultant shall supply all materials, equipment and labor required for the execution of the Work on the Project. The Consultant shall have ultimate control over the execution of the Work under this Contract. The Consultant shall have the sole obligation to employ, direct, control, supervise, manage, discharge, and compensate all of its employees and subcontractors, and the City shall have no control of or supervision over the employees of the Consultant or any of the Consultant's subcontractors except to the limited extent provided for in this Contract. Consultant shall be liable for any misrepresentations. Any negotiations by the Consultant on the City's behalf are binding on the City only when within the Scope of Work contained herein and approved by the City.

5.02 Nonsolicitation. Consultant recognizes and understands that it will be interacting with City employees when performing Work under this Contract, and that it may cause irreparable harm to the City should one or more City employees perform work for Consultant either directly or indirectly. Because of this, Consultant agrees that it shall not directly or indirectly, personally or through others, solicit or encourage, or attempt to solicit or encourage on Consultant's own behalf or on behalf of any other person or entity for hire or use the work of any employee or other consultant of the City or any of City's agents or officials. Consultant agrees to adhere to this requirement for a minimum of one year following termination of this Contract. This provision shall survive termination of this Contract.

ARTICLE VI
AUTHORIZATION

6.01 The City shall direct Consultant to commence Work on the Project by sending Consultant a "letter of authorization" to begin Work on the Project.

6.02 Upon receipt of the letter of authorization to begin Work on the implementation of the Project, Consultant shall meet with the City for the purpose of determining the nature of the Project, including but not limited to the following: meeting with the City's staff to coordinate Project goals, schedules, and deadlines; coordinating data collection; briefing the City's management staff; documenting study assumptions, methodologies and expectations; devising the criteria to be met for both interim goals and final completion of the Work.

6.03 Consultant shall consult with the City and may, in some limited circumstances, act as the City's representative, but it is understood and agreed by the parties that for all purposes related to this Contract, Consultant shall be an independent consultant at all times and is not to be considered either an agent or an employee of the City.

ARTICLE VII
WARRANTY

7.01 As an experienced and qualified professional, Consultant warrants that the Work provided by Consultant reflects high professional and industry standards, procedures, and performances. Consultant warrants the design, preparation of drawings, the designation or selection of materials and equipment, the selection and supervision of personnel, the fitness and operation of its recommendations, and the performance of other work under this Contract, pursuant to a high standard of performance in the field in which Consultant works. Consultant warrants that it will exercise diligence and due care and perform in a good and workmanlike manner all of the work pursuant to this Contract. Approval or acceptance by the City of any of Consultant's work product under this Contract shall not constitute, or be deemed, a release of the responsibility and liability of Consultant, its employees, agents, or associates for the exercise of skill and diligence necessary to fulfill Consultant's responsibilities under this Contract. Nor shall the City's approval or acceptance be deemed to be the assumption of responsibility by the City for any defect or error in the Project's Work products prepared by Consultant, its employees, associates, agents, or subconsultants.

7.02 Consultant shall keep the City informed of the progress of the Work and shall guard against any defects or deficiencies in its work.

7.03 Consultant shall be responsible for using due diligence to correct errors, deficiencies or unacceptable Work. Consultant shall, at no cost to the City, remedy any errors, deficiencies or any Work found unacceptable, in the City's sole discretion, as soon as possible, but no longer than fifteen (15) calendar days after receiving notice of said errors, deficiencies or unacceptable Work.

7.04 Consultant's work product shall be the exclusive property of the City. Upon completion or termination of this Contract, Consultant shall promptly deliver to the City all records, notes, data, memorandum, models, and equipment of any nature that are within Consultant's possession or control and that are the City's property or relate to the City or its business.

ARTICLE VIII
INDEMNIFICATION AND RELEASE

8.01 Indemnity. The Consultant agrees to indemnify, defend, and hold harmless the City, its officers, employees, volunteers and agents (separately and collectively referred to in this paragraph as "Indemnitee"), from and against any and all claims, losses, damages, causes of action, suits, judgments, settlements made by Indemnitee, and liability of every kind, including all expenses of litigation, court costs, attorney's fees, and other reasonable costs for damage to or loss of use of any property, for injuries to, or sickness or death of any person, including but not limited to Consultant, any of its subconsultants of any tier, or of any employee or invitee of Consultant or of any such subconsultants, that is caused by, arises out of, related to, or in connection with, the negligence of and/or negligent performance of this Contract by Consultant or by any such subconsultants of any tier, under this Contract. There shall be no additional indemnification other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

8.02 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation under Paragraph

8.01, such legal limitations are made a part of the indemnification obligation and shall operate to amend the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligation shall continue in full force and effect.

8.03 Release. The Consultant releases, relinquishes, and discharges the City, its officers, agents, volunteers and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to, sickness or death of the Consultant or its employees and any loss of or damage to any property of the Consultant or its employees that is caused by or alleged to be caused by, arises out of, or is in connection with the Consultant's work to be performed hereunder. Both the City and the Consultant expressly intend that this release shall apply regardless of whether said claims, demands, and causes of action are covered, in whole or in part, by insurance and in the event of injury, sickness, death, loss, or damage suffered by the Consultant or its employees, but not otherwise, this release shall apply regardless of whether such loss, damage, injury, or death was caused in whole or in part by the City, any other party released hereunder, the Consultant, or any third party. There shall be no additional release or hold harmless provision other than as set forth in this section. All other provisions regarding the same subject matter shall be declared void and of no effect.

ARTICLE IX
INSURANCE

9.01 General. The Consultant shall procure and maintain at its sole cost and expense for the duration of this Contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, volunteers, employees or subconsultants. The policies, limits and endorsements required are as set forth below**:**

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

- **(a)** Commercial General Liability.
- **(b)** Business Automobile Liability.
- **(c)** Workers' Compensation/Employer's Liability.
- **(d)** Professional Liability.
- **(e)** Cyber Liability.

9.03 Certificates of Insurance. For each of these policies, the policy shall be endorsed to show the Consultant's insurance coverage as primary with respect to the City, its officials, agents, employees and volunteers. Any insurance or self-insurance carried or obtained by the City, its officials, agents, employees or volunteers, shall be considered in excess of the Consultant's insurance and shall not contribute to it. No term or provision of the indemnification provided by

the Consultant to the City pursuant to this Contract shall be construed or interpreted as limiting or otherwise affecting the terms of the insurance coverage. All Certificates of Insurance and endorsements shall be furnished to the City's Representative at the time of execution of this Contract, on the most current State of Texas Department of Insurance-approved forms, attached hereto as **Exhibit C**, and approved by the City *before* work commences.

9.04 Additional Insurance. The Consultant shall include all subconsultants as Additional Insureds under its policies, or shall furnish separate certificates and endorsements for each subconsultant. Coverages for subconsultants shall be subject to all requirements stated herein.

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

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

(b) Deductibles shall be listed on the certificate of insurance and are acceptable only on an "occurrence" basis.

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

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

(e) The Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent. Each certificate shall contain the following provisions and warranties:

i. The licensed insurance company is authorized to do business in the State of Texas

ii. The insurance policy is underwritten on forms provided by the Texas State Board of Insurance or ISO

iii. All endorsements and coverages are included according to the requirements of this Contract

iv. The form of notice of cancellation, termination, or change in coverage provisions is specified in this attachment

(f) The City of College Station, its officials, agents, employees, and volunteers are to be named as Additional Insureds on the Commercial General Liability and Business Automobile Liability Policies. The coverages shall contain no special limitations on the scope of protection afforded the City, its officials, agents, employees, and volunteers.

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

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

(b) Minimum limits of liability of $1,000,000 per occurrence per project with a $2,000,000 annual aggregate limit.

(c) Coverage shall be at least as broad as Insurance Service's Office (ISO) Number CG 00 01.

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

(e) The City shall be named as Additional Insured and policies endorsed to waive rights of subrogation and to be primary and non-contributory with regard to any self-insurance or insurance policy held by the City.

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

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

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

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

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

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

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

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

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

9.09 Professional Liability requirements. The following Professional Liability requirements shall apply:

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

(b) Minimum limits of liability of $1,000,000 per occurrence and $2,000,000 aggregate, with a maximum deductible of $100,000 unless otherwise agreed in

writing by both parties. Financial statements shall be furnished to the City upon request.

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

9.10 Cyber Liability. Minimum limits of $2,000,000 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 Contractor's Work involve being a Cloud Provider, the following shall apply:

(a) **Security Policies and Procedures.** The Contractor shall provide the City with copies of its information security policies and procedures within three (3) business days upon City's request covering:

i. Data Classification and privacy;

ii. Security training and awareness;

iii. Systems administration, patching and configuration;

iv. Incident response;

v. Managing workstations, mobile devices and antivirus applications;

vi. Backups, disaster recovery and business partners and contractors;

vii. Audit and testing schedules;

viii. Requirements for third-party business partners and contractors;

ix. Compliance with information security or privacy laws, rules, regulations or standards;

x. Evidence of background checks that support security of sensitive or confidential information;

xi. Disclosure of previous data breaches; and

xii. Any other relevant information regarding security policies or procedures.

(b) Industry Best Practices. Contractor must provide all services using the best commercially-available security technology and techniques according to industry best practices and standards; the City's security standards, policies and procedures including those relating to fraud prevention and detection and any other inappropriate system and network use or access, including:

i. Providing secure (SSL, HTTPS, or similar) access to all levels of users as defined by the City via the internet;

ii. Having controls meeting applicable laws and the latest Framework for Improving Critical Infrastructure Cyber security from National Institute of Standards and Technology (NIST) or compatible industry security frameworks;

iii. Completely testing and applying patches for hardware bios/firmware, bare metal operating systems (e.g. VMware ESXi), virtualized server operating systems, and software products before release; and

iv. Having all servers providing work to the City solely physically located within the continental United States of America. Contractor must house all servers and equipment in an operational environment meeting industry standards including a climate-controlled room with a fire and security hazard detection system and a network and electrical redundancy system, including backup Uninterruptable Power Supply (UPS) and automatic fail-over stand-by generators and physical security.

(c) Data Breach.

i. **Notice.** Contractor must immediately notify the City by telephone and email no later than twenty-four (24) hours if there is a reasonable probability of a data security incident. Contractor must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Contractor must:

1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;
2. Promptly implement necessary remedial measures; and
3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to make changes in business practices in providing the work, if necessary.

ii. Contractor Agreement Breach. If a data breach results from Contractor's breach of the Contract, Contractor must:

1. Bear any costs associated with the investigation and resolution of the data breach
2. Notify individuals, regulators and all others required by Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information;
3. Engage a credit monitoring service or identity protection service;
4. Publish a website or toll-free number and call center for affected individuals as required by state or federal law;
5. Complete all corrective actions as reasonably determined based on root cause; and
6. Send the City written findings and remedial measures from the data breach.

(d) Preventive Security Procedures. Contractor must:

i. Provide on-going software updates as they become available complying with the defined maintenance windows. The Contractor must completely test updates; including any bug fixes, patches and other improvements;

ii. Monitor system and error logs and perform preventive maintenance to minimize and predict system problems, including initiating and completing an appropriate response;

iii. Conduct a third-party independent security/vulnerability assessment at its own expense at least annually and submit the results of such assessment to the City;

iv. Agree to third-party application and vulnerability security scans and schedules;

v. Comply with the City's directions/resolutions to remediate security/vulnerability assessment results aligning with City Security Vulnerability Assessment Standards;

vi. Limit logical and physical access to all system components and provide access only to those individuals with a business need for work provided. Individuals who have access to systems and data must have a criminal background check;

vii. Annually audit the data center through an independent third-party auditor. Audit results must form part of the Contractor's applicable Service Organization Control (SOC) report. The audit results must comply with industry standard controls for data security and disaster recovery that the Contractor shall report to the City in writing; and

viii. Take all necessary measures to protect the data and encryption keys including, but not limited to the off-site servers daily backup according to industry best practices and encryption techniques.

(e) Disaster Recovery. Contractor must comply with any and all City disaster recovery and resiliency protocols to prevent system interruption. In the event of system breach, Contractor shall notify the City and restore the system within twenty-four (24) hours from discovery of breach.

(f) Closeout.

i. Agreement Expiration. When the Agreement term expires or terminates, and at any other time at the City's written request, Contractor must promptly return to the City all intellectual and physical property subject to the Agreement including, but not limited to system configuration data and information in file or document formats in the Contractor's possession or control.

ii. Access. The City will have access to export and retrieve its data for no less than ninety (90) days after the Agreement expiration or termination date. The City must be able to access its data at any time during the Agreement term in a readily readable, structured and documented format, such as CSV-format or some other standard format offered by the Contractor. The Contractor must provide the City transition work after Agreement expiration or termination at Contractor's then-current and generally-charged hourly rates.

iii. Data Removal. At the City's request upon Agreement expiration or termination, the Contractor must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Contractor's servers to the extent possible based on the then-current technology available. Contractor must provide the City a written and signed statement confirming data has been deleted, purged, overwritten or otherwise rendered inaccessible. The Contractor will not otherwise delete the City's data without City's prior written consent.

10.02 Premise Solutions. When some or all of the Contractor's Work involve providing Premise Solutions, the following shall apply:

(a) Requirements: Contract must:

i. Provide the City with its security architecture. The security architecture must at a minimum meet applicable laws and the latest Cybersecurity Framework for Improving Critical Infrastructure from National Institute of

Standards and Technology (NIST) or compatible industry security frameworks;

ii. Have data access limited to only required support service;

iii. Evidence of background checks that support security of the City's sensitive or confidential information;

iv. Notify the City within twenty-four (24) hours when any patches resulting from security vulnerability and threats become available;

v. Provide City with all applicable security assessments, audits and certifications related to system security annually;

vi. Train City staff on security-related procedures regarding system operation and maintenance; and

vii. Take all necessary measures to protect the City's data and data encryption when applicable.

(b) Data Breach.

i. **Notice.** Contractor must immediately notify the City by telephone and email no later than twenty-four (24) hours if there is a reasonable probability of a data security incident. Contractor must send a written letter following up on the data security incident within forty-eight (48) hours following a data breach. The Contractor must:

1. Cooperate with the City's request to investigate and resolve the incident in a timely manner;

2. Promptly implement necessary remedial measures; and

3. Document responsive actions taken related to the data breach, including any post-incident review and actions taken to change business practices in providing the work, if necessary.

ii. **Contractor Agreement Breach.** If a data breach results from Contractor's breach of this Agreement, Contractor must:

1. Bear any costs associated with the investigation and resolution of the data breach;

2. Notify individuals, regulators and all others required by Identity Theft Enforcement and Protection Act in the Texas Business and Commerce Code Chapter 521 Unauthorized Use of Identifying Information;

3. Engage a credit monitoring service;

4. Publish a website or a toll-free number and call center for affected individuals as required by state or federal law;

5. Complete all corrective actions as reasonably determined based on root cause; and

6. Send the City written findings and remedial measures from the data breach.

(c) Data Removal. At the City's request upon Agreement expiration or termination, the Contractor must remove, delete, purge, overwrite or otherwise render inaccessible within a reasonable time, all City data remaining on Contractor's servers to the extent possible based on the then-current technology available. Contractor must provide the City a written and signed statement confirming data has been deleted, purged, overwritten or otherwise rendered inaccessible. The Contractor will not otherwise delete the City's data without City's prior written consent.

10.03 Background Checks. The Consultant agrees to assume all responsibility for and to perform background checks on all its employees, agents and assigns working on the Project. Such background checks include but are not limited to, criminal records and civil judgments, professional license verifications, motor vehicle records, social security number, court records, military service records, other public records reports, and verifications of employment, and education. This must be done prior to such individuals commencing their work on the Project. Consultant agrees to produce any and all background checks information as described herein when requested to the City. To the degree allowed by applicable law, City agrees to keep such information confidential.

10.04 Change Management. Any major change to the system shall be authorized and approved by the City. The changes will follow the change management process outlined by the City and in accordance with this Contract. All enhancements and upgrades shall be included in the change management scope of work. All changes will be reasonably tested by the vendor in accordance with the requirements of the City. All major upgrades with exception to emergency upgrades, such as to address a vulnerability, will be scheduled on a calendar and back-out plans presented to the City.

10.05 Work Completion. Unless explicitly provided for otherwise in this Contract or expressly mutually agreed upon by the parties in writing, the Work will be considered complete when it functions in the City's current technology environment.

ARTICLE XI
TERMINATION

11.01 At any time, the City may terminate the Project for convenience, in writing. At such time, the City shall notify Consultant, in writing, who shall cease work immediately. Consultant shall be compensated for the work performed. In the event that the City terminates this Contract for

convenience, the City shall pay Consultant for the work performed and expenses incurred prior to the date of termination.

11.02 No term or provision of this Contract shall be construed to relieve the Consultant of liability to the City for damages sustained by the City or because of any breach of contract by the Consultant. The City may withhold payments to the Consultant for the purpose of setoff until the exact amount of damages due the City from the Consultant is determined and paid.

ARTICLE XII
MISCELLANEOUS TERMS

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

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

CITY:

City of College Station

Attn: Isaias Hernandez

P.O. Box 9960

College Station, Texas 77842

ihernandez@cstx.gov

CONSULTANT:

Great South Texas Corp dba

Computer Solutions

Attn: David Balli

814 Arion Parkway, STE 101

San Antonio, TX 78216

dballi@comsoltx.com

12.03 Performance of Work. Consultant, its employees, associates or subconsultants shall perform all the Work hereunder. Consultant agrees that all of its associates, employees, or subconsultants who work on this Project shall be fully qualified and competent to do the Work described hereunder. Consultant shall undertake the Work and complete it in a timely manner.

12.04 Compliance. The Consultant shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including but not limited to the Immigration Reform and Control Act (IRCA). The Consultant may not knowingly obtain the labor or work of an unauthorized alien. The Consultant, not the City, must verify eligibility for employment as required by IRCA.

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

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

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

12.08 Prioritization. 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.

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

12.10 Bound by Terms. The parties acknowledge that they have read, understood, and intend to be bound by the terms and conditions of this Contract.

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

12.12 No Boycott Israel. To the extent this Contract is considered a contract for goods or work 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.

List of Exhibits

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

GREAT SOUTH TEXAS CORP DBA COMPUTER SOLUTIONS

By: Tyler Cook

Printed Name: Tyler Cook

Title: Inside Sales Representative

Date: 1/5/2024

CITY OF COLLEGE STATION

By: _____

City Manager

Date: _____

APPROVED:

Aaron Longoria

City Attorney

Date: 1/5/2024

_____

Assistant City Manager/CFO

Date: _____

Exhibit A
Scope of Work

Please see attached quote #1043396 dated November 8, 2023

Great South Texas Corp dba Computer Solutions
14410 Wurzbach Parkway, Suite 175
San Antonio, Texas 78216
United States
www.comsoltx.com
(P) 210-369-0300

Quote (Open)

Date	Expiration Date
Nov 08, 2023 02:19 PM CST	12/08/2023

Modified Date
Nov 16, 2023 03:37 PM CST

Quote #
1043396 - rev 1 of 1

Description
Cisco FLEX & CC Renewal/Upgrade 2023 - 3 Year, Annual Bill

SalesRep
Cook, Tyler
(P) 210-369-0301

Customer Contact
Hernandez , Isaias
(P) (979) 764-5075
ihernandez@cstx.gov

Customer
City of College Station (17342)
Hernandez , Isaias
1101 Texas Ave
PO Box 9960
College Station, TX 77842
United States
(P) 9797643555

Bill To
City of College Station
Division, Accounting
PO Box 9973
College Station, TX 77842
United States
(P) 9797643555
VendorInvoiceEntrv@cstx.gov

Ship To
City of College Station IT Srvs
Technology , Information
310 Krenek Tap Rd
PO Box 9960
College Station, TX 77842
United States

Contract Programs: DIRCIS4167 - CISCO DIR-TSO-4167 EXP 3/29/2024
Certifications: WBE/SBE/HUB# 1942650013800 Exp: 06/28/2025
Sales Order Type: Drop Ship - Ship to customers location

Customer PO:	Terms:	Ship Via:
	Undefined	FedEx Ground
Special Instructions:		**Carrier Account #:**

#	Description	Part #	List Price	Qty	Unit Price	Total
	Sub733627 Renewal Start Date 12/12/2023 / Annual Billing through 12/11/2026					
1	Cisco Collaboration Flex Plan Enterprise-Wide Calling On-Premise license - hosted Note: 600 users x 12 months = 7200 Qty. This reflects Year 1 Price Only, Payment Schedule (Barring no Overages or Additions): Term: 12/12/2023 - 12/11/2024 12/12/2023: $36,144.00 12/12/2024: $36,144.00 12/12/2025: $36,144.00 3 Year Total: $108,432.00	A-FLEX-EAPL	$7.50	7200	$5.02	$36,144.00
					Subtotal	$36,144.00
	Sub733628 Renewal Start Date 12/16/2023 / Annual Billing through 12/15/2026					
2	Cisco Collaboration Flex Plan Contact Center On-Premises Unified Contact Center Express Premium License - 1 concurrent agent - on-premise Note: 31 users x 12 months = 372 Qty. This reflects Year 1 Price Only, Payment Schedule (Barring no Overages or Additions): Term: 12/16/2023 - 12/15/2024 12/16/2023: $10,765.68 12/16/2024: $10,765.68 12/16/2025: $10,765.68 3 Year Total: $32,297.04	A-FLEX-PJXPC	$60.00	372	$28.94	$10,765.68
					Subtotal	$10,765.68

Thank you for the opportunity to provide this quote.

Invoicing and Partial Invoice Policy: Computer Solutions will invoice or partial invoice products and/or services when they have shipped or rendered complete (or Milestone Complete). By ordering or releasing a PO for this order, you agree to pay for the items that have shipped or delivered as part of the whole order.

Subtotal:	**$46,909.68**
Tax (.0000%):	$0.00
Shipping:	$0.00
Total:	**$46,909.68**
(List Price:	*$76,320.00)*

Subscriptions/Enterprise Agreements Cancellation Policy - Computer Solutions requires a forty-five (45) day written notification from the customer based on the renewal/anniversary date in order to process the cancellation with the applicable manufacturer(s).

Freight charges are estimates only. Returns are subject to approval and may include a restocking fee.

This document and the information contained is PROPRIETARY and CONFIDENTIAL and may not be duplicated, redistributed, or displayed to any other party without the written permission of Great South Texas Corp d.b.a Computer Solutions.

Exhibit B
Payment Terms

Payment is a fixed fee in the amount listed in Article II of this Contract. This amount shall be payable by the City pursuant to the schedule listed below and upon completion of the work and written acceptance by the City.

Schedule of Payment for each phase:

1.Cisco Collaboration Flex Plan Enterprise-Wide Calling
On-Premise license – hosted

A-FLEX-EAPL $7.50 7200 $5.02 $36,144.00
Note: 600 users x 12 months = 7200 Qty.
This reflects Year 1 Price Only, Payment Schedule (Barring no Overages or Additions):
Term: 12/12/2023 - 12/11/2024

12/12/2023: $36,144.00
12/12/2024: $36,144.00
12/12/2025: $36,144.00

3 Year Total: $108,432.00

Subtotal for first year - $36,144.00

2.Cisco Collaboration Flex Plan Contact Center On-Premises Unified Contact Center Express Premium
License - 1 concurrent agent - on-premise

A-FLEX-PJXPC $60.00 372 $28.94 $10,765.68
Note: 31 users x 12 months = 372 Qty.
This reflects Year 1 Price Only, Payment Schedule (Barring no Overages or Additions):
Term: 12/16/2023 - 12/15/2024

12/16/2023: $10,765.68
12/16/2024: $10,765.68
12/16/2025: $10,765.68

3 Year Total: $32,297.04

Subtotal for first year - $10,765.68

Total for first year - $46,909.68

Three year total - $140,729.04

Exhibit C
Certificates of Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/04/2024

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: KV	
SANGER & ALTGELT, LLC 755 E. MULBERRY, SUITE 150 P.O. BOX 12365 SAN ANTONIO TX 78212	PHONE (A/C, No, Ext): (210) 734-6677	FAX (A/C, No): (210) 734-6771
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	GREAT NORTHERN INSURANCE COMPANY	20303
INSURER B :	TEXAS MUTUAL INSURANCE COMPANY	22945
INSURER C :	FEDERAL INSURANCE COMPANY	20281
INSURER D :	ACE AMERICAN INSURANCE COMPANY	
INSURER E :		
INSURER F :		

INSURED
GREAT SOUTH TEXAS CORP. DBA COMPUTER SOLUTIONS
14410 WURZBACH PKWY
STE 175
SAN ANTONIO TX 78216

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:			3603-34-70	09/01/2023	09/01/2024	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 ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			7359-03-41	09/01/2023	09/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			7989-58-07	09/01/2023	09/01/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N ☐ If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001311866	09/01/2023	09/01/2024	☒ 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	CYBER - TECHNOLOGY ERRORS & OMISSIONS LIABILITY			D96414869	09/01/2023	09/01/2024	MAX SINGLE LIMIT AGGREGATE LIMIT	5,000,000 5,000,000

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

ATTACHED FORMS: GL: BLANKET ADDITIONAL INSURED 80-02-2367, PRIMARY NON-CONTRIBUTORY 80-02-2367, BLANKET WAIVER OF SUBROGATION 80-02-2362, NOTICE OF CANCELLATION 80-02-9792; AL: BLANKET ADDITIONAL INSURED & WAIVER OF SUBROGATION 16-02-0292; WC: BLANKET WAIVER OF SUBROGATION WC420304B;

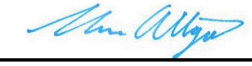
CERTIFICATE HOLDER

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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CHUBB®

Liability Insurance

Endorsement

Policy Period	SEPTEMBER 1, 2023 TO SEPTEMBER 1, 2024
Effective Date	SEPTEMBER 1, 2023
Policy Number	3603-34-70 WUC
Insured	GREAT SOUTH TEXAS CORP. DBA COMPUTER SOLUTIONS
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	JUNE 26, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

CHUBB®

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

Other Insurance – Primary, Noncontributory Insurance – Scheduled Person Or Organization

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative

CHUBB®

Liability Insurance

Endorsement

Policy Period	SEPTEMBER 1, 2023 TO SEPTEMBER 1, 2024
Effective Date	SEPTEMBER 1, 2023
Policy Number	3603-34-70 WUC
Insured	GREAT SOUTH TEXAS CORP. DBA COMPUTER SOLUTIONS
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	JUNE 26, 2023

This Endorsement applies to the following forms:

GENERAL LIABILITY

Conditions

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Transfer Or Waiver Of Rights Of Recovery Against Others

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the **products-completed operations hazard**. This waiver applies to the designated person or organization.

Designated Person Or Organization

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative

CHUBB®

Policy Conditions

Endorsement

Policy Period	SEPTEMBER 1, 2023 TO SEPTEMBER 1, 2024
Effective Date	SEPTEMBER 1, 2023
Policy Number	3603-34-70 WUC
Insured	GREAT SOUTH TEXAS CORP. DBA COMPUTER SOLUTIONS
Name of Company	GREAT NORTHERN INSURANCE COMPANY
Date Issued	JUNE 26, 2023

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Conditions

Under Conditions, the following condition is added.

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy we will notify person(s) or organizations(s) shown in the Schedule at least 30 days (10 days in the event of nonpayment of premium) in advance of the cancellation date.

ANY FAILURE BY US TO NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) WILL NOT:

- IMPOSE ANY LIABILITY OR OBLIGATION OF ANY KIND UPON US; OR
- INVALIDATE SUCH CANCELLATION.

Schedule

Person(s) or Organization(s):	CITY OF COLLEGE STATION
Address:	P.O. BOX 9960 COLLEGE STATION, TX 77842
Person(s) or Organization(s):	KLEIN INDEPENDENT SCHOOL DISTRICT FACILITY AND SCHOOL SERVICES DEPARTMENT
Address:	7200 SPRING CYPRESS ROAD KLEIN, TX 77379
Person(s) or Organization(s):	CALABRIO, INC.
Address:	4001 AVENUE N SUITE 300 MINNEAPOLIS, MN 55401

Conditions
(continued)

All other terms and conditions remain unchanged.

Authorized Representative

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION
Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:
b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds
The Named Insured shown in the Declarations is amended to include:
1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
(a) That is an "insured" under any other automobile policy;
(b) That has exhausted its Limit of Insurance under any other policy; or
(c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds
Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds
Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
(1) The agreement requires you to provide direct primary insurance for the lessor; and
(2) The "auto" is leased without a driver.
Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.
However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
1. You;
2. Any of your "employees" or agents; or
3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract
Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:
f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured".
However, such person or organization is an "insured" only:

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(1) with respect to the operation, maintenance or use of a covered "auto"; and
(2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
(a) You executed the "insured contract" or written agreement; or
(b) The permit has been issued to you.

3. **FELLOW EMPLOYEE COVERAGE**
EXCLUSION B.5. - FELLOW EMPLOYEE – of SECTION II – LIABILITY COVERAGE does not apply.

4. **PHYSICAL DAMAGE – ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**
Paragraph A.4.a. – TRANSPORTATION EXPENSES – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to provide a limit of $50 per day for temporary transportation expense, subject to a maximum limit of $1,000.

5. AUTO LOAN/LEASE GAP COVERAGE
Paragraph A. 4. – COVERAGE EXTENSIONS - of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
c. **Unpaid Loan or Lease Amounts**
In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:
1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
a. Overdue loan/lease payments at the time of the "loss";
b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
c. Security deposits not returned by the lessor:
d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:
1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto.

6. RENTAL AGENCY EXPENSE
Paragraph A. 4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
d. **Rental Expense**
We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:
MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:
1. $2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. $2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. $2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. $7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE – BROADENED COVERAGE
Paragraph A.4. – COVERAGE EXTENSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:
e. **Recovery Expense**
We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE
Paragraph B.3.a. - EXCLUSIONS – of SECTION III – PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE
Paragraph C.1.b. – LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:
b. $2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
(1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
(2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
(3) An integral part of such equipment.

10. GLASS REPAIR – WAIVER OF DEDUCTIBLE

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Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
   (1) You or your authorized representative, if you are an individual;
   (2) A partner, or any authorized representative, if you are a partnership;
   (3) A member, if you are a limited liability company; or
   (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

   Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:
   (1) How, when and where the "accident" or "loss" occurred;
   (2) The "insured's" name and address; and
   (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

   To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

(5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

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TexasMutual®
WORKERS' COMPENSATION INSURANCE

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY POLICY

WC 42 03 04 B
Agent copy

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Specific Waiver
   Name of person or organization
   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations: All Texas operations
3. Premium:
   The premium charge for this endorsement shall be **2.00** percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.
4. Advance Premium: Included, see Information Page

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.
(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)
This endorsement, effective on 9/1/23 **at 12:01 a.m.** standard time, forms a part of:

Policy no. 0001311866 of Texas Mutual Insurance Company effective on 9/1/23

Issued to: GREAT SOUTH TEXAS CORP

DBA: COMPUTER SOLUTIONS

This is not a bill

Jeanette Ward

Authorized representative

NCCI Carrier Code: 29939

8/16/23

January 11, 2024
Item No. 7.1.
CSU Electric's Operation and Services

Sponsor: Tom Jordan

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action on the operation of and services provided by CSU Electric.

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

Recommendation(s): Staff recommends Council receive this presentation.

Summary: This presentation highlights the many different services CSU Electric provides, and their value to the public.

Budget & Financial Summary: N/A

Attachments:
None

January 11, 2024
Item No. 8.1.
Wireless Telecommunication Facility at 1593 Sebesta Road

Sponsor: Robin Macias

Reviewed By CBC: Planning & Zoning Commission

Agenda Caption: Public Hearing, presentation, discussion, and possible action to consider a Conditional Use Permit for a Wireless Telecommunications Facility encompassing 1,778 square feet of the Century Hill Development Lot 15 on approximately 5.5 acres, generally located at 1593 Sebesta Road.

Relationship to Strategic Goals:
Diverse and Growing Economy

Recommendation(s): Staff recommends approval of this request.

The Planning and Zoning Commission heard this item at their December 7, 2023 meeting where they voted 6-0 to recommend approval. The Commission also recommended that the applicant meet with members of the adjacent church property to discuss the project and any related concerns.

Summary: This request is for a Conditional Use Permit for the use of a 97-foot wireless telecommunications facility. The tower is proposed to locate on the 5.5-acre lot along Sebesta Road. The tower will be leasing approximately 1,778 square feet on the northwest corner of the lot. The property is currently developed as a pool supply company and is currently zoned M-1 Light Industrial. The Planing and Zoning Commission heard this item at the December 7, 2023 meeting and unanimously recommended approval with a recommendation for the applicant to meet with the adjacent property owner.

REVIEW CRITERIA

1. The proposed use shall meet the purpose and intent of the Unified Development Ordinance (UDO) and meet all minimum standards for this type of use per the UDO.

As the proposed Wireless Telecommunication Facility (WTF) tower is considered to be a Major WTF, there are several requirements it has to meet:

Setbacks: To protect citizens, towers must be setback a distance equal to or greater than the height of the tower from any residential structures and GS General Suburban, R-1B Single-Family Residential, and D Duplex zoning districts. The proposed 97-ft. tower is approximately 950 feet from the closest residential structure and approximately 940 feet from the closest GS General Suburban zoning boundary.

Proximity to major thoroughfares: New towers are to be setback from all thoroughfares designated as a freeway/expressway, major arterial or minor arterial by the height of the tower by a factor of 3. At 97 feet in height, the required setback for the proposed tower would be 291 feet from the thoroughfares in the area. The proposed tower is setback over 1,300 feet from State Highway 6 S (a freeway/expressway).

Separation between towers: Transmission towers over 75 feet in height must be separated from any existing tower by at least 3,500 feet. The nearest tower is over 5,300 feet away from the proposed

tower.

Height Limitation: No transmission tower shall exceed 150 feet within the city limits. The proposed tower will be 97 feet in height.

Landscaping, screening, and aesthetic standards: New transmission towers shall maintain a flat finish, shall not be artificially lighted and shall not be used to exhibit any signage or other advertising. The new tower shall provide plant materials and/or fencing that effectively screen the site from the view of the public right-of-way. Landscaping and a fence are proposed to screen the equipment at the base of the tower.

The proposed tower meets all of the minimum standards established in the UDO.

2. The proposed use shall be consistent with the development policies and goals and objectives as embodied in the Comprehensive Plan for development in the City.

The subject tract is shown on the Comprehensive Plan Future Land Use and Character Map as Neighborhood Commercial. The Comprehensive Plan states that these areas are appropriate for areas of commercial activities that cater to nearby residents. This land use designation is intended to accommodate limited commercial services compared to General Commercial. The property is already zoned M-1 Light Industrial, which allows for WTF facilities with the approval of a Conditional Use Permit. The tower is proposed to locate in the northwest corner of the lot in an area with limited development. The installation of a tower at this location is intended to support the existing commercial and residential developments, as well as any future commercial developments as intended by the future land use designation, in the area by providing additional voice and data coverage. The proposed tower will allow for a minimum of three carriers to collocate, which limits the number of towers needed in the area. By allowing different carriers to collocate, other sites near this location will be offloaded where capacity is an issue.

3. The proposed use shall not be detrimental to the health, welfare, or safety of the surrounding neighborhood or its occupants, not be substantially or permanently injurious to neighboring property.

The proposed telecommunication facility is at least equal the height of the tower (97 ft) from all existing residential structures. The facility is expected to improve the service coverage for Verizon users in the surrounding area.

4. The proposed site plan and circulation plan shall be harmonious with the character of the surrounding area.

The proposed lease area for the telecommunication facility is 65 feet by 65 feet located in the northwest corner of a lot that is used as a pool supply company. Properties in the area are largely undeveloped, but there is a church and some commercial and industrial developments adjacent and nearby. The tower site will be small with minimal circulation, fitting into the character of the surrounding area. The visual of the tower itself will have the greatest impact on the character of the area, but that impact is lessened with some of the larger mature trees in the area.

5. The proposed use shall not negatively impact existing uses in the area or in the City through impacts on public infrastructure such as roads, parking facilities, electrical, or water

and sewer systems, or on public services such as police and fire protection, solid waste collection, or the ability of existing infrastructure and services to adequately provide services.

This use will not negatively impact public infrastructure or services. The property owner has granted a private access easement from Sebesta Road to access the telecommunication facility. Parking is not required as it is only accessed on an intermittent basis for maintenance. Minimal utilities are required as there are no habitable structures onsite. The tower's needs can be met by existing utilities in the area.

6. The proposed use shall not negatively impact existing uses in the area or in the City.

If the proposed telecommunication facility is approved, no other facility would be permitted in close proximity. The proposed facility will allow for collocation abilities. The proposed tower is meeting all standards for Major WTFs as required by the UDO. The applicant has provided visual impact analysis images for consideration.

Budget & Financial Summary: N/A

Attachments:

1. Ordinance
2. Vicinity Map, Aerial, and Small Area Map
3. Background Information
4. Applicant's Supporting Information
5. Site plan
6. Visual Impact Analysis Images

ORDINANCE NO. _____

AN ORDINANCE GRANTING A CONDITIONAL USE PERMIT PURSUANT TO APPENDIX A, "UNIFIED DEVELOPMENT ORDINANCE," ARTICLE 3, "DEVELOPMENT REVIEW PROCEDURES," SECTION 3.16, "CONDITIONAL USE PERMIT," OF THE CODE OF ORDINANCES OF THE CITY OF COLLEGE STATION, TEXAS, AND OTHER APPLICABLE PROVISIONS THEREOF, APPROVING A CONDITIONAL USE PERMIT AFFECTING 1,778 SQUARE FEET ON APPROXIMATELY 5.5 ACRES OF CERTAIN PROPERTIES LOCATED AT CENTURY HILL DEVELOPMENT LOT 15, GENERALLY LOCATED AT 1593 SEBESTA RD AND AS DESCRIBED BELOW FOR THE USE OF WIRELESS TELECOMMUNICATION FACILITY; 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 a conditional use permit be granted in accordance with Appendix A, "Unified Development Ordinance," Article 3, "Development Review Procedures," Section 3.16, "Conditional Use Permit," of the Code of Ordinances of the City of College Station, Texas, and other applicable provisions thereof 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 11th day of January, 2024.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

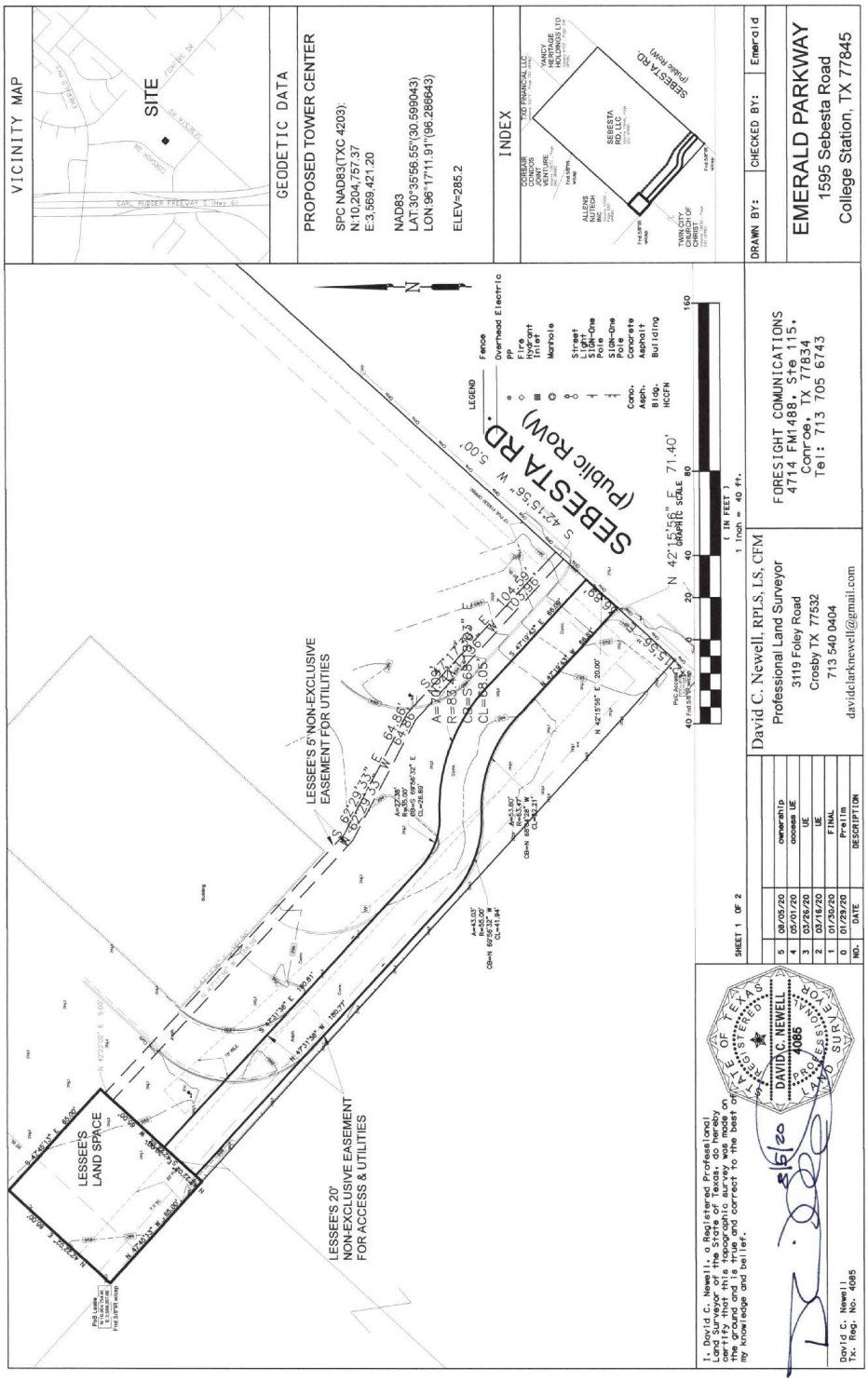
Exhibit A

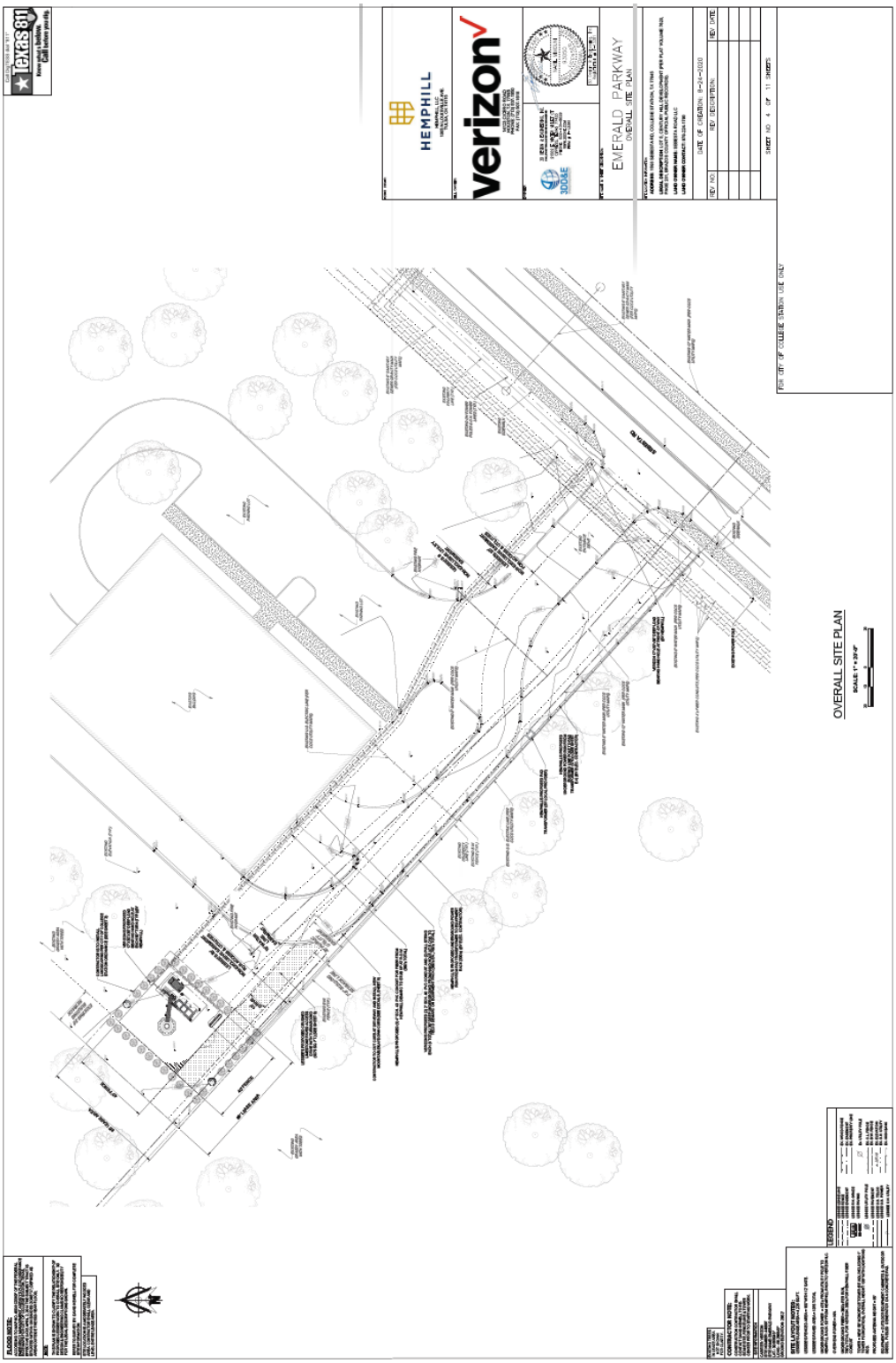
That the following conditional use permit be granted in accordance with Appendix A, "Unified Development Ordinance," Article 3, "Development Review Procedures," Section 3.16, "Conditional Use Permit," of the Code of Ordinances of the City of College Station, Texas, and other applicable provisions.

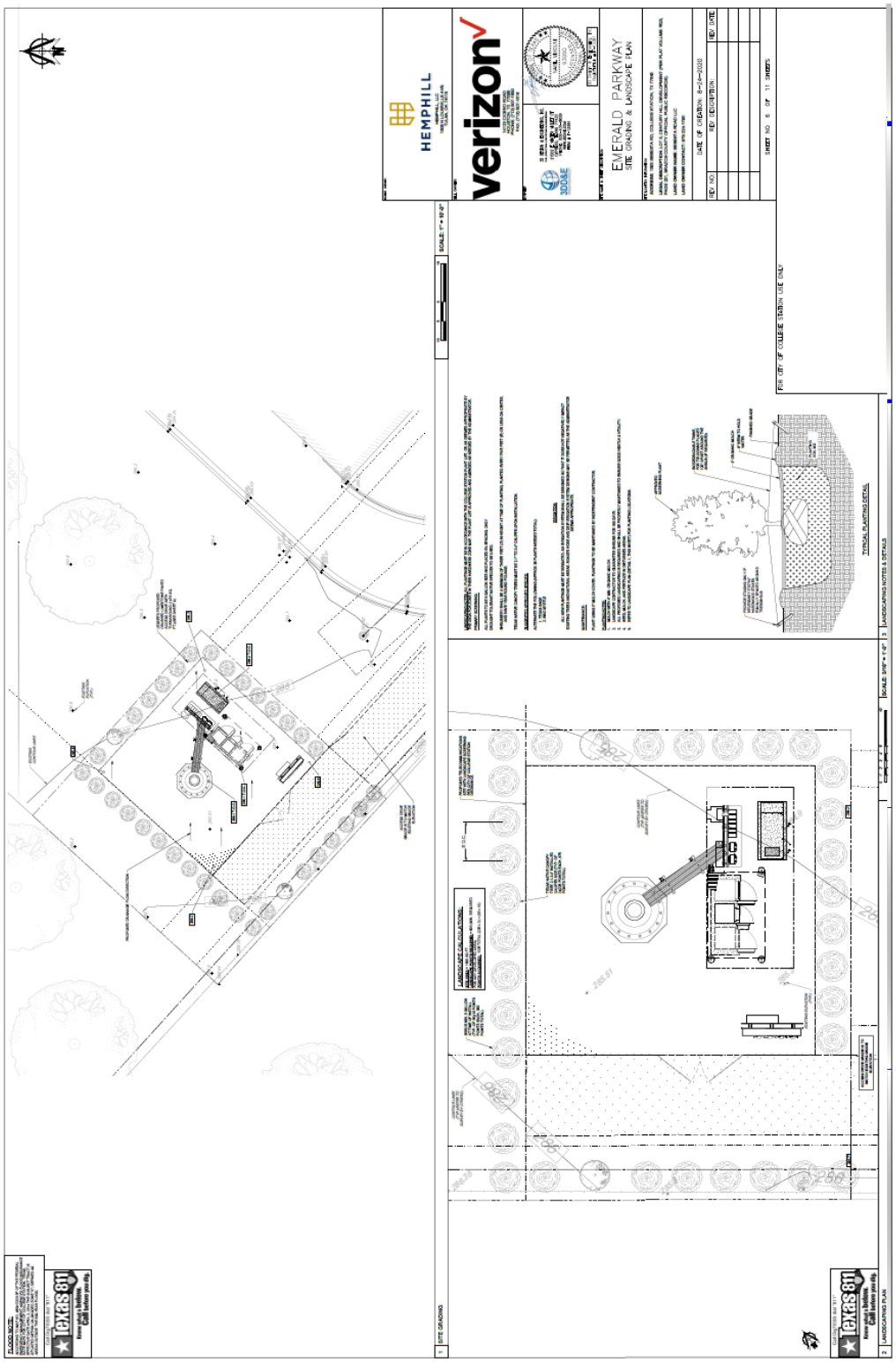
That a Conditional Use Permit is hereby granted for a wireless telecommunication facility encompassing approximately 1,778 square feet of the Century Hill Development Lot 15 on approximately 5.5 acres, generally located at 1593 Sebesta Road, subject to the below conditions and attached plans.

Conditions of Approval:

- None

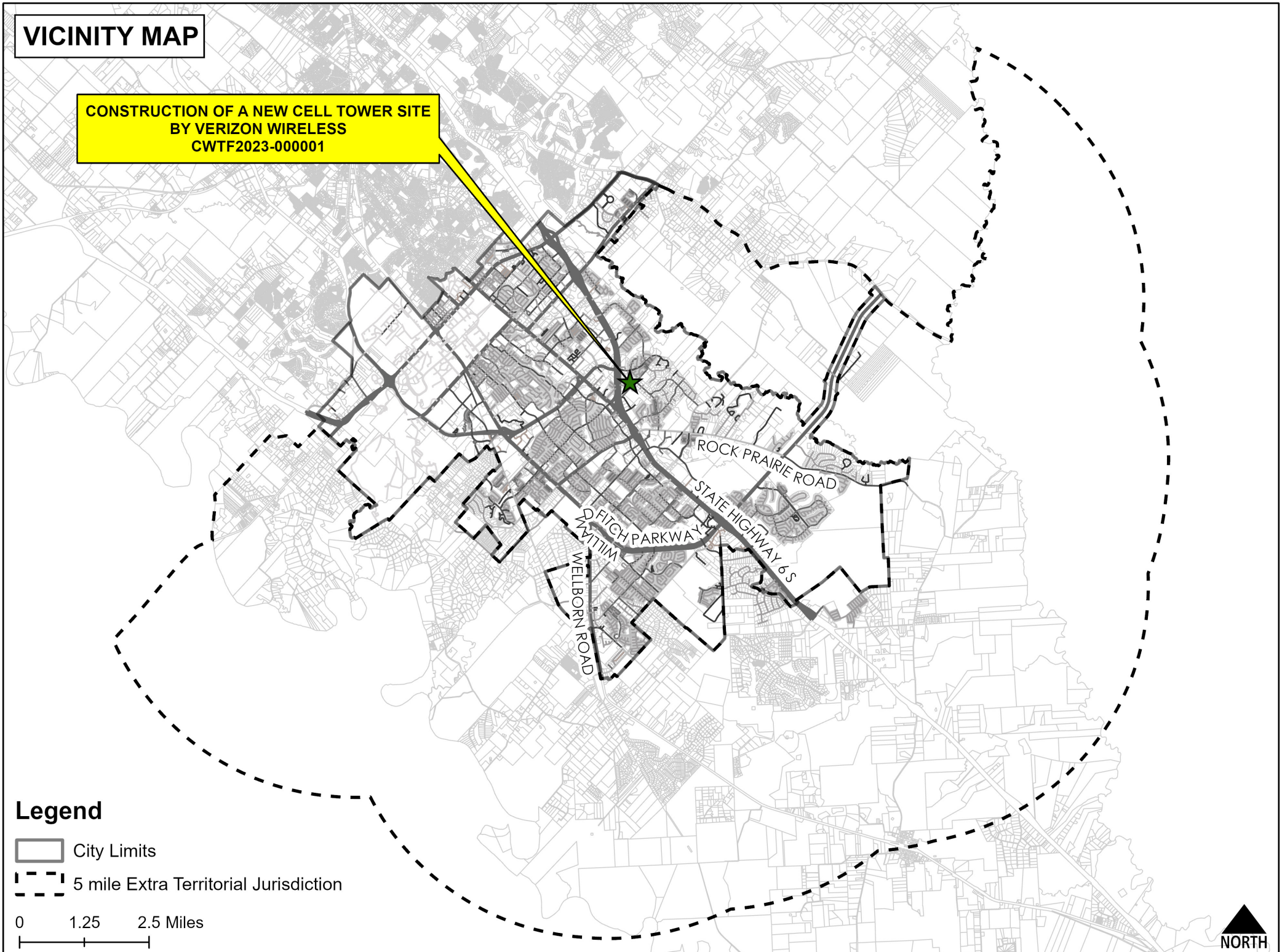

VICINITY MAP
SITE
GEODETIC DATA
PROPOSED TOWER CENTER
SPC NAD83(TXC 4203):
N:10,204,757.37
E:3,569,421.20
NAD83
LAT:30°35'56.55"(30.599043)
LON:96°17'11.91"(96.286643)
ELEV=285.2
INDEX
SEBESTA RD. (Public ROW)
LESSEE'S LAND SPACE
LESSEE'S 5' NON-EXCLUSIVE EASEMENT FOR UTILITIES
LESSEE'S 20' NON-EXCLUSIVE EASEMENT FOR ACCESS & UTILITIES
LEGEND
SHEET 1 OF 2
I, David C. Newell, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this topographic survey was made on the ground and is true and correct to the best of my knowledge and belief.
DAVID C. NEWELL
4085
PROFESSIONAL LAND SURVEYOR
STATE OF TEXAS
David C. Newell
Tx. Reg. No. 4085
NO. DATE DESCRIPTION
5 08/05/20 ownership
4 05/01/20 access UE
3 03/26/20 UE
2 03/16/20 UE
1 01/30/20 FINAL
0 01/29/20 Prelim
David C. Newell, RPLS, LS, CFM
Professional Land Surveyor
3119 Foley Road
Crosby TX 77532
713 540 0404
davidclarknewell@gmail.com
FORESIGHT COMUNICATIONS
4714 FM1488, Ste 115.
Conroe, TX 77834
Tel: 713 705 6743
DRAWN BY:
CHECKED BY: Emerald
EMERALD PARKWAY
1595 Sebesta Road
College Station, TX 77845


verizon
HEMPHILL
EMERALD PARKWAY
OVERALL SITE PLAN
OVERALL SITE PLAN


HEMPHILL
verizon
EMERALD PARKWAY
SITE GRADING & LANDSCAPE PLAN
FOR CITY OF COLLEGE STATION USE ONLY
Texas 811

VICINITY MAP

CONSTRUCTION OF A NEW CELL TOWER SITE
BY VERIZON WIRELESS
CWTF2023-000001



Legend

City Limits

5 mile Extra Territorial Jurisdiction

0 1.25 2.5 Miles

NORTH

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.

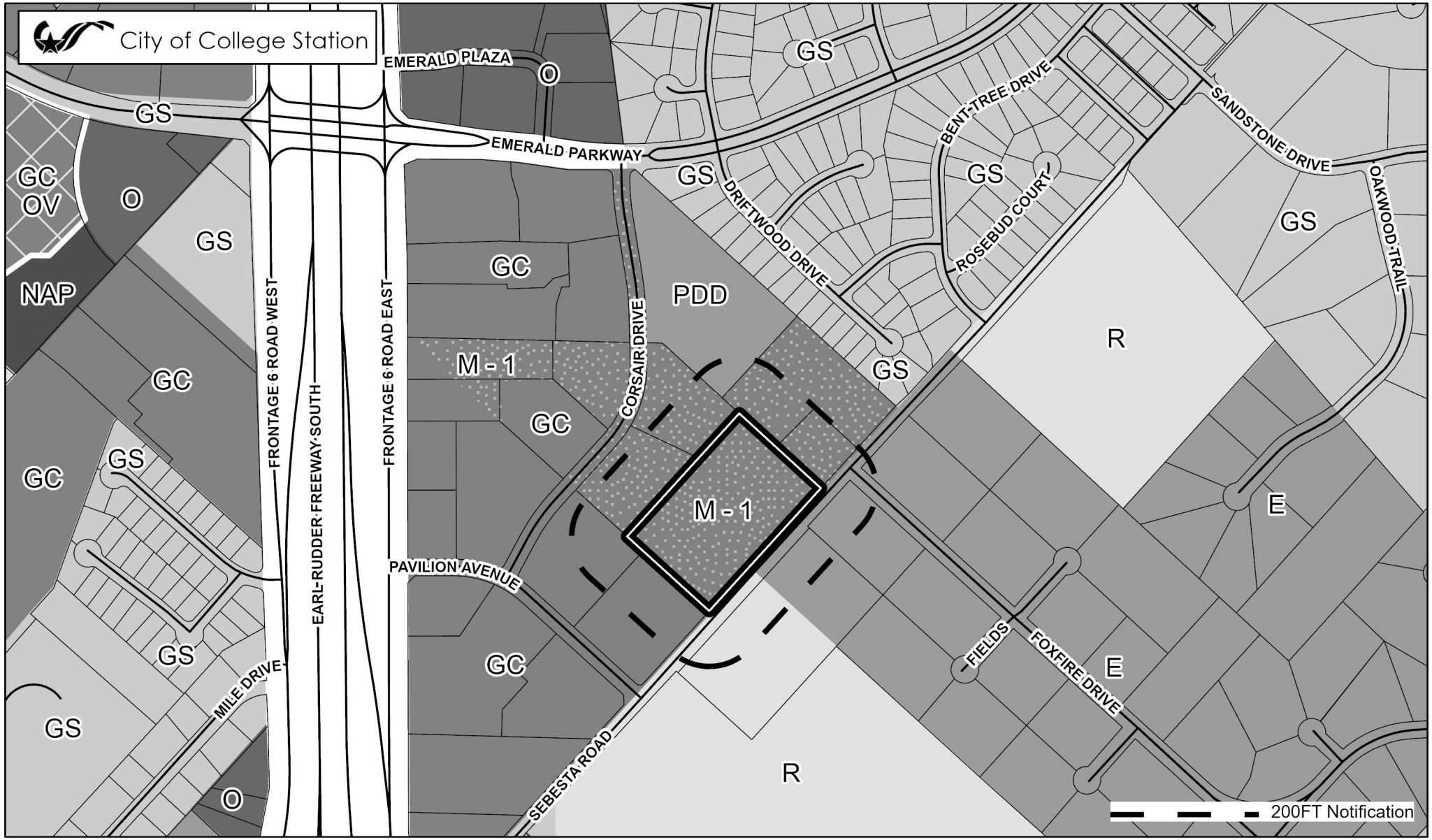
NORTH

0 400 800 Feet

CONSTRUCTION OF A NEW CELL TOWER SITE BY VERIZON WIRELESS

Case: CWTF2023-000001

CONDITIONAL USE WIRELESS TELECOMMUNICATIONS FACILITY



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
ROO	Restricted Occupancy Ovr.
NPO	Nbrhd. Prevailing Ovr.
NCO	Nbrhd. Conservation Ovr.
HP	Historic Preservation Ovr.

Retired Districts

R-1B	Single Family Residential
R-4	Multi-Family
R-6	High Density Multi-Family
C-3	Light Commercial
RD	Research and Dev.
M-1	Light Industrial
M-2	Heavy Industrial

NORTH

0 485 970 Feet

CONSTRUCTION OF A NEW CELL TOWER SITE BY VERIZON WIRELESS

Case: CWTF2023-000001

CONDITIONAL USE WIRELESS TELECOMMUNICATIONS FACILITY

NOTIFICATIONS

Advertised Commission Hearing Date: December 7, 2023

Advertised Council Hearing Dates: January 11, 2024

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:

Foxfire, Emerald Forest and Sandstone

Property owner notices mailed: 18
Contacts in support: None
Contacts in opposition: None
Inquiry contacts: None at the time of staff report

ADJACENT LAND USES

Direction	Comprehensive Plan	Zoning	Land Use
North	Neighborhood Commercial	M-1 Light Industrial	Nutech
South	Suburban Residential and Estate Residential	Sebesta Rd (2 lane minor collector)	Sebesta Rd (2 lane minor collector)
East	Neighborhood Commercial	M-1 Light Industrial	Undeveloped and Commercial
West	Neighborhood Commercial	GC General Commercial	Undeveloped

DEVELOPMENT HISTORY

Annexation: 1977

Zoning: A-O Agricultural Open (upon annexation)
M-1 Light Industrial (1979)

Final Plat: Agency Record Control Inc (1983)
Century Hill Development (2006)

Site development: Commercial Warehouse

CONDITIONAL USE PERMIT APPLICATION
SUPPORTING INFORMATION

Name of Project: CONSTRUCTION OF A NEW CELL TOWER SITE BY VERIZON WIRELESS

Address: 1593 SEBESTA RD

Legal Description: CENTURY HILL DEVELOPMENT, LOT 15, ACRES 5.5

Applicant:: HEMPHILL TOWERS, LLC

Property Owner: COLLEGE STATION SEBESTA RD LLC

Detailed explanation of the proposed use:
Installation of a 97' telecommunications monopole tower and associated antennas and ground equipment within a small lease area on the subject property. The built-out area will be fenced off from public access.

Explain how the proposed use will meet the purpose and intent of the UDO and how it will meet all of the minimum standards:
This telecommunications tower is intended to provide some additional voice and data coverage to commercial businesses and residents in the nearby area. It will also serve to offload other Verizon sites nearest this location where capacity is an issue e.g. dropped calls.

Explain how the proposed use is consistent with the Comprehensive Plan:
The Comprehensive Plan allows for the conditional use of wireless telecommunications facilities. This site will be constructed for a minimum of three carriers to occupy, thereby limiting tower proliferation. All setback requirements and other standards included in the Comprehensive Plan are met.

Explain how the proposed use is compatible with the surrounding areas:
Mostly commercial space.

Explain how the proposed site plan and circulation plan will be harmonious with the character of the surround area:
The surrounding area is primarily commercial to the NW, W and S with widespread residential to the SE and more densely populated residential to the NE but visibility of the tower will be minimal due to trees and other factors impacting the viewshed.

Explain how the infrastructure impacts will be minimized, including traffic impacts:
Traffic due to installation will be minimized along the Public ROW with use of the existing access road to the proposed location.

Explain the effects the use will have on the environment:
Minimal to no effect to the environment. Antenna transmissions are less than 1% of the power output allowed by the FCC. The power density from the antenna decreases rapidly as one moves away from the antenna. Consequently, ground-level exposures are much less than exposures if one were at the same height and directly in front of the antenna. Also, please refer to Section 704 of the Telecommunications Act of 1996, specifically as it relates to disqualification of applications for environmental reasons alone.

For Night Clubs, Bars, or Taverns: approximate the distance to the nearest residential area and indicate the housing type:

N/A

For Night Clubs, Bars, or Taverns: estimate the noise levels produces from the proposed use as heard from all property lines:

N/A

For Night Clubs, Bars, or Taverns: approximate the distance to the nearest church, school, or hospital from the front door, along property lines, to the front door:

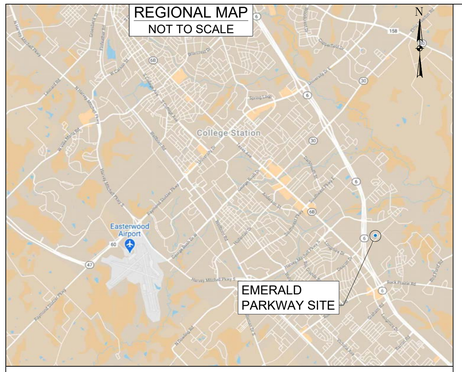
N/A

For Mobile Food Courts, approximate the distance to the nearest single-family, duplex, or townhouse zoning districts:

N/A

For Long-Term Mobile Food Courts only, are alcohol sales proposed? If yes, approximate the distance to the nearest church, school or hospital from the front door, along property lines, to the front door:

N/A



SHEET INDEX:

1. TITLE SHEET
2. SURVEY (2 SHEETS)

CIVIL:

3. GENERAL NOTES & SPECIFICATIONS
4. OVERALL SITE PLAN
5. ENLARGED SITE PLAN & SITE ELEVATION
6. SITE GRADING & LANDSCAPE PLAN
7. ANTENNA SPECIFICATIONS
8. CABINETS & GENERATOR FOUNDATIONS
9. GENERAL DETAILS

ELECTRICAL:

10. EQUIPMENT GROUNDING PLAN & GROUNDING DETAILS
11. ELECTRICAL PLAN & CONDUIT PLUMBING PLAN

UTILITIES:

ELECTRICITY PROVIDER
POWER: COLLEGE STATION UTILITIES
CONTACT: DEBBIE STICKLES
EMAIL: DSTICKLES@CSTX.GOV
ACCOUNT#: 570093-250398
METER ADDRESS: 1593 SEBESTA RD
COLLEGE STATION, TX 77845

TELCO PROVIDER
CEQUEL

WIND LOADING:

ALL ANTENNAS, ANTENNA MOUNTS, EQUIPMENT, RACKS, ICE BRIDGE ATTACHMENTS AND TOWER STRUCTURES ARE DESIGNED TO WITHSTAND A MINIMUM WIND OF 115 MPH 3 SECOND GUST PER IBC REQUIREMENTS.

PROPRIETARY INFORMATION

THESE DRAWINGS ARE THE PROPERTY OF VERIZON WIRELESS. THEY ARE INTENDED FOR THE EXCLUSIVE USE OF THIS PROJECT ONLY. ANY RE-USE OF THESE DOCUMENTS (DRAWINGS) WITHOUT THE EXPRESS WRITTEN CONSENT OF VERIZON WIRELESS AND 3D DESIGN & ENGINEERING, INC. IS PROHIBITED.

APPLICABLE BUILDING CODES AND STANDARDS

CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTIONS (AHJ) FOR THE LOCATION. THE EDITION OF THE AHJ ADOPTED CODES AND STANDARDS IN EFFECT ON THE DATE OF CONTRACT AWARD SHALL GOVERN THE DESIGN.

CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS: INTERNATIONAL BUILDING CODE 2021; UNIFORM PLUMBING CODE 2021; UNIFORM MECHANICAL CODE AMENDMENTS; INTERNATIONAL FIRE CODE 2021; OCCUPATIONAL SAFETY AND HEALTH STANDARDS (OSHA); NATIONAL ELECTRICAL CODE 2020; AMERICAN CONCRETE INSTITUTE ACI 318, BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE; AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC), MANUAL OF STEEL CONSTRUCTION, FOURTEENTH EDITION; TELECOMMUNICATIONS INDUSTRY ASSOCIATION TIA-222-G, STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS; TIA-607, GROUNDING AND BONDING REQUIREMENTS FOR TELECOMMUNICATIONS CABLING INFRASTRUCTURE AND BUILDING'S ELECTRICAL SYSTEM.

INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) 81, GUIDE FOR MEASURING EARTH RESISTIVITY, GROUND IMPEDANCE AND EARTH SURFACE POTENTIALS OF A GROUND SYSTEM; IEEE 1100 RECOMMENDED PRACTICE FOR POWERING AND GROUNDING ELECTRONIC EQUIPMENT; IEEE C62.41, RECOMMENDED PRACTICE FOR SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY "C3" AND "HIGH SYSTEM EXPOSURE").

ANSI T1.311, FOR TELECOM - DC POWER SYSTEMS - TELECOM, ENVIRONMENTAL PROTECTION.

FOR ANY CONFLICTS BETWEEN SECTIONS OF LISTED CODES AND STANDARDS REGARDING MATERIAL, METHODS OF CONSTRUCTION, OR OTHER REQUIREMENTS, THE MOST RESTRICTIVE REQUIREMENT SHALL GOVERN. WHERE THERE IS CONFLICT BETWEEN GENERAL REQUIREMENT AND SPECIFIC REQUIREMENT, THE SPECIFIC REQUIREMENT SHALL GOVERN.

HANDICAP REQUIREMENTS: THIS FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. AIDA ACCESS REQUIREMENTS DO NOT APPLY.
OTHER REQUIREMENTS: THIS FACILITY HAS NO PLUMBING OR PARKING.

HEMPHILL

PROJECT TITLE:

EMERALD PARKWAY

CONSTRUCTION DRAWINGS

911 ADDRESS:
1593 SEBESTA RD
COLLEGE STATION, TX 77845

GPS COORDINATES:
30.599043°, -96.286643°

DRIVING INSTRUCTIONS

FROM CICERO OFFICE: HEAD EAST ON CICERO RD TOWARD JACKRABBIT RD 0.2 MI. TURN LEFT ONTO JACKRABBIT RD 0.3 MI. TURN RIGHT TOWARD HEMPSTEAD HWY 348 FT. TURN RIGHT AT THE 1ST CROSS STREET ONTO HEMPSTEAD HWY 0.6 MI. TURN RIGHT ONTO US-290 FRONTAGE 0.7 MI. SHARP LEFT TO STAY ON US-290 FRONTAGE 0.8 MI. TAKE THE RAMP ON THE LEFT ONTO US-290 W 0.1 MI. MERGE ONTO US-290 W 31.5 MI. EXIT ONTO HWY 6 N/TX-6 N TOWARD COLLEGE STATION/BRYAN 38.9 MI. TAKE THE EXIT TOWARD TEXAS 6 BUSINESS/TEXAS A&M UNIVERSITY 0.3 MI. MERGE ONTO TEXAS 6 FRONTAGE RD N 0.6 MI. TURN RIGHT ONTO PAVILION AVE 427 FT. TURN LEFT ONTO CORSAIR CIR. DESTINATION WILL BE ON THE RIGHT 479 FT.

PROJECT INFORMATION:

DESIGNERS
NABIL MIMOUNI, PH.D., P.E.
3D DESIGN & ENGINEERING, INC.
PHONE: 832.510.9621
EMAIL: info@3ddne.com

STRUCTURAL ENGINEER
NABIL MIMOUNI, PH.D., P.E.
3D DESIGN & ENGINEERING, INC.
PHONE: 832.510.9621
EMAIL: info@3ddne.com

SITE ACQUISITION
FORESIGHT COMMUNICATIONS, INC.
4714 FM 1488 SUITE 115
CONROE, TX 77384
(281) 705-6743

RF ENGINEER
FRANK LI

SURVEYOR
CIVIL CONCEPTS, INC.
DAVID NEWELL
3425 FEDERAL ST.
PASADENA, TX 77504
(713) 947-6606

GENERAL CONTRACTOR:
VERIZON WIRELESS
14123 CICERO ROAD, BLDG. 'D'
HOUSTON, TEXAS 77095

CONSTRUCTION MANAGER
KATHY BELL
KATHY.BELL@VERIZONWIRELESS.COM

PROJECT DATA:
JURISDICTION : CITY OF COLLEGE STATION
GROUND ELEVATION : 285.2 AMSL
ZONING : NONE
CONSTRUCTION TYPE : II-B
TYPE OF OCCUPANCY : U
LEASE AREA : REFER TO SHEET C.1 & C.2
APPLICABLE CODES : SEE BELOW

PROJECT ABSTRACT

TOTAL OVERHEAD POWER = N/A

TOTAL UNDERGROUND POWER = 475'± FROM UTILITY POLE TO HEMPHILL RACK. 50' FROM HEMPHILL RACK TO VERIZON ILC.

TOTAL UNDERGROUND FIBER = 380'± PER RUN, 760'± TOTAL FOR VERIZON. 380'± FOR HEMPHILL FIBER CONDUIT

TOWER = NEW 98' MONOPOLE TOWER (99' AGL INCLUDING 1' TOWER FOUNDATION)

PROPOSED ANTENNA HEIGHT = 95'

PROPOSED PAVING = 2675 SQ. FT. TOTAL

EQUIPMENT = OUTDOOR EQUIPMENT CABINETS & DIESEL FUELED GENERATOR ON INDEPENDENT CONCRETE PADS; RADIO AND ELECTRICAL EQUIPMENT ON UTILITY RACK;

GEOGRAPHIC COORDINATES:
LATITUDE: N 30.599043°
LONGITUDE: W -96.286643°

PROPERTY OWNER:
OWNER'S NAME: SEBESTA ROAD LLC
CONTACT NAME: REAGAN JACKSON
ADDRESS: 3001 EARL RUDDER FREEWAY S
COLLEGE STATION, TX 77845
PHONE: 979-224-1790
EMAIL: RJACKSON@CEOETC.COM

CITY OF COLLEGE STATION NEAREST REFERENCE MARK		
FLOODPLAIN RM NO:	049	POINT LOCATION DESCRIPTION SQUARE MARK CUT INTO THE TOP OF CURB, N TEH RADIUS ON TEH NORTHEAST SIDE OF LONGMIRE DR. AND THE SOUTHEASE SIDE OF BROTHERS BOULEVARD.
LATITUDE	30° 35' 43.278" N	
LONGITUDE	96° 18' 01.087" W	

BENCHMARK MAP

FLOOD NOTE:
ACCORDING TO MAP NO. 48041C0310F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR CITY OF COLLEGE STATION, TEXAS, EFFECTIVE DATE APRIL 2, 2014 THE SUBJECT TRACT IS SITUATED WITHIN: UN-SHADED ZONE "X": DEFINED AS AREAS OUTSIDE THE 500-YEAR FLOOD;

PRINTING DATE: 01-31-2023

DIG ALERT

Call DigTESS dial "811"

Texas 811
Know what's below.
Call before you dig.

CAUTION: FOREIGN UTILITIES ARE APPROXIMATE. CONTACT THE LOCAL ONE CALL AGENCY 48 HOURS PRIOR TO CONSTRUCTION FOR EXACT UTILITY LOCATIONS AT 1-800-344-8377

SCOPE OF WORK:

NEW BUILD PROJECT DESCRIPTION:

NEW BUILD SITE WITH ANTENNAS AT 95' ON A 99' MONOPOLE (INCLUDES 1' TOWER FOUNDATION) & CABINETS & GENERATOR ON CONCRETE PAD.

PURPOSE OF PROJECT:

THESE DOCUMENTS ARE PART OF AN APPLICATION TO DEVELOP AN UNMANNED COMMUNICATIONS FACILITY CONSISTING OF AN EQUIPMENT PAD, CONNECTING CABLES, DIRECTIONAL ANTENNAS AND GPS. THE SIZE, HEIGHT AND DIRECTION OF THE ANTENNAS SHALL BE ADJUSTED TO MEET SYSTEM REQUIREMENTS. THE ANTENNAS WILL PROVIDE CLEAR AND RELIABLE COMMUNICATIONS WITHIN THE COUNTY. THESE INTERCONNECTS WILL ALLOW FOR AN INDEPENDENT COMMUNICATION NETWORK THAT CAN CONTINUE TO FUNCTION IF THE TELEPHONE (WIRE) SERVICE IS DISCONNECTED DURING AN EMERGENCY OR NATURAL DISASTER. THESE FACILITIES WILL ENHANCE THE GENERAL HEALTH, SAFETY AND WELFARE OF THE COMMUNITY AND SURROUNDING AREAS BY PROVIDING RELIABLE COMMUNICATIONS AROUND THIS LOCATION.

TOWER OWNER:
HEMPHILL
HEMPHILL, LLC
1305 N LOUISVILLE AVE.
TULSA, OK 74115

CELL CARRIER:
verizon
14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

ENGINEER:
3DD&E
3D DESIGN & ENGINEERING, INC.
CIVIL, STRUCTURAL & GEOTECHNICAL ENGINEERING
21502 E WINTER VIOLET CT
CYPRESS, TEXAS 77433
PHONE: 832-431-8629
WWW.3DDNE.COM
FIRM # F-13381

STATE OF TEXAS
NABIL MIMOUNI
93050
LICENSED
PROFESSIONAL ENGINEER
3D Design & Engineering, Inc.
Registration # F-13381

SITE NAME & SHEET DESCRIPTION:
EMERALD PARKWAY
TITLE SHEET

SITE LOCATION INFORMATION:
ADDRESS: 1593 SEBESTA RD, COLLEGE STATION, TX 77845

LEGAL DESCRIPTION: LOT 5, CENTURY HILL DEVELOPMENT (PER PLAT VOLUME 7623, PAGE 231, BRAZOS COUNTY OFFICIAL PUBLIC RECORDS).

LAND OWNER NAME: SEBESTA ROAD LLC

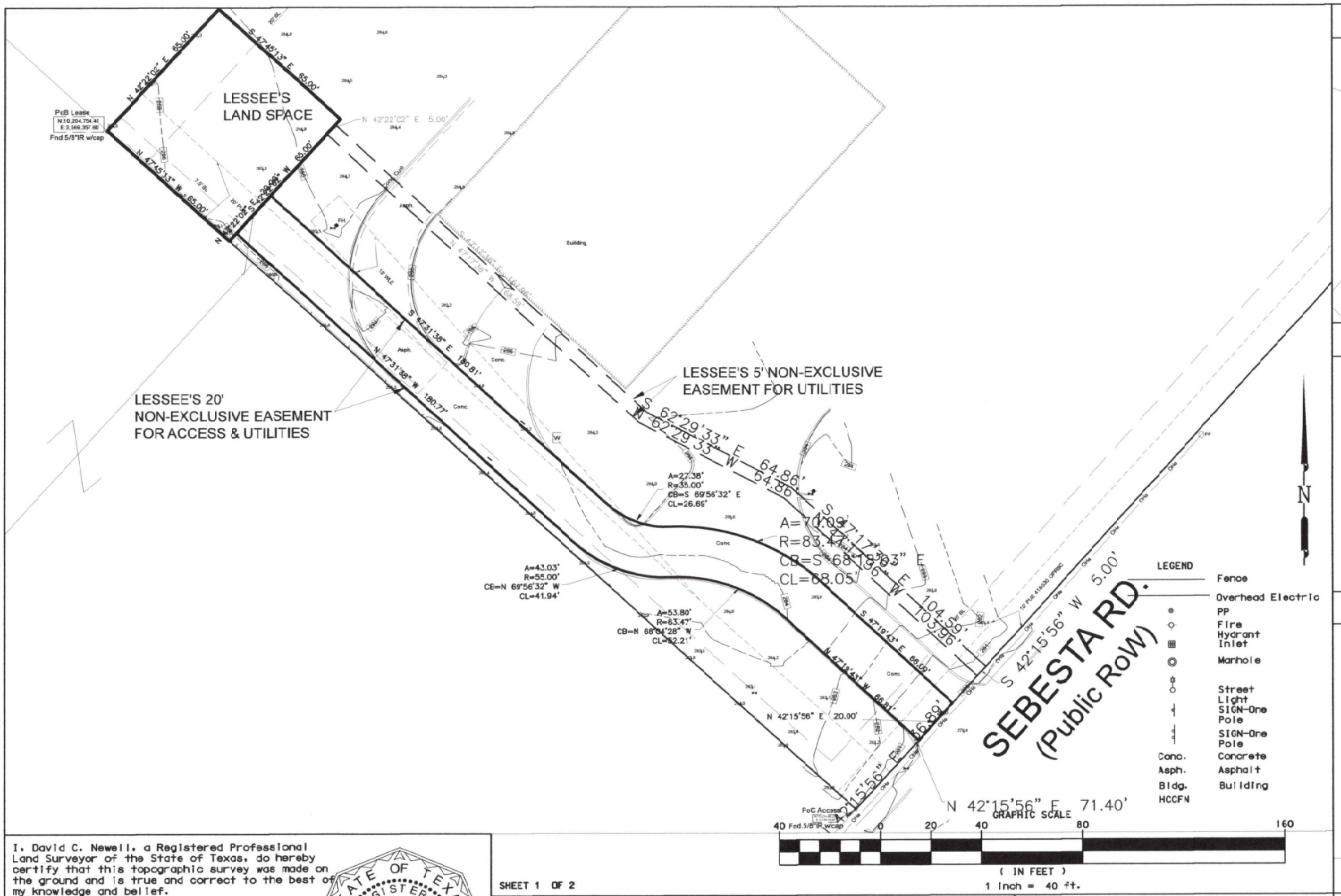
LAND OWNER CONTACT: 979-224-1790

DATE OF CREATION: 10-27-2022

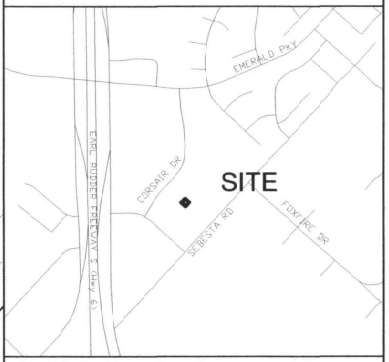
REV NO:	REV DESCRIPTION:	REV DATE:

SHEET NO 1 OF 11 SHEETS

FOR CITY OF COLLEGE STATION USE ONLY



VICINITY MAP



GEODETIC DATA

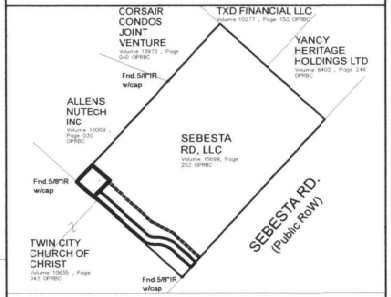
PROPOSED TOWER CENTER

SPC NAD83(TXC 4203):
N:10,204,757.37
E:3,569,421.20

NAD83
LAT:30°35'56.55"(30.599043)
LON:96°17'11.91"(96.286643)

ELEV=285.2

INDEX



I, David C. Newell, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this topographic survey was made on the ground and is true and correct to the best of my knowledge and belief.

8/5/20

David C. Newell
Tx. Reg. No. 4085

STATE OF TEXAS
REGISTERED
DAVID C. NEWELL
4085
PROFESSIONAL
LAND SURVEYOR

SHEET 1 OF 2

NO.	DATE	DESCRIPTION
5	08/05/20	ownership
4	05/01/20	access UE
3	03/26/20	UE
2	03/16/20	UE
1	01/30/20	FINAL
0	01/29/20	Prelim

David C. Newell, RPLS, LS, CFM
Professional Land Surveyor
3119 Foley Road
Crosby TX 77532
713 540 0404
davidclarknewell@gmail.com

FORESIGHT COMUNICATIONS
4714 FM1488, Ste 115,
Conroe, TX 77834
Tel: 713 705 6743

DRAWN BY:	CHECKED BY:	Emerald

EMERALD PARKWAY
1595 Sebesta Road
College Station, TX 77845

LESSEE'S 5 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR UTILITIES

Being 5 foot strip of land out of a of Lot 15, of Century Hill Development, according to the map or plat thereof recorded in Volume 7623, Page 231, Brazos County Official Public Records (OPRBC), Texas and being more fully described as follows:

COMMENCING at a found a five eighths inch iron rod with cap for the most southerly corner of said Parent Tract also being located in the northerly right of way of Sebesta Road (Public RoW), said COMMENCING POINT having a Texas State Plane Coordinate System, Central Zone (4203) Value of X= 3,569,653.97and Y= 10,204,485.23 (GRID) basis of bearing;

THENCE, North 42 degrees 15 minutes 56 seconds East over along the southeasterly line said Parent Tract and the said northerly right of way of Sebesta Road, a distance of 71.40 feet to the **POINT OF BEGINNING**;

THENCE, North 47 degrees 17 minutes 36 seconds West continuing over and across said Parent Tract a distance of 103.96 feet to an angle point;

THENCE, North 62 degrees 29 minutes 33 seconds West continuing over and across said Parent Tract a distance of 64.86 feet to an angle point;

THENCE, North 47 degrees 17 minutes 36 seconds West continuing over and across said Parent Tract a distance of 168.59 feet to the southerly line of Lessee's Land Space;

THENCE, North 42 degrees 22 minutes 02 seconds East along said southerly line of Lessee's Land Space, a distance of 5.00 feet to an angle point;

THENCE, South 47 degrees 17 minutes 36 seconds East continuing over and across said Parent Tract a distance of 167.96 feet to an angle point;

THENCE, South 62 degrees 29 minutes 33 seconds East continuing over and across said Parent Tract a distance of 64.86 feet to an angle point;

THENCE, South 47 degrees 17 minutes 36 seconds East continuing over and across said Parent Tract a distance of 104.59 feet to said northerly right of way of Sebesta Road;

THENCE, South 42 degrees 15 minutes 56 seconds West along northerly right of way of Sebesta Road, a distance of 5.00 feet to the **POINT OF BEGINNING**,

GENERAL NOTES:

1) Proposed Tower Center Point coordinates were determined by GNSS RTN, Horizontal positions are based on NAD83 Texas State Plane Coordinate System South Zone (TXSPC 4203). All bearings are referenced to NAD 83 observed grid north.
2) The surveyor has not abstracted the site. This survey relies on Report of Title prepared by Texas Abstract Services, Control No. 21899 with an effective date of December 19, 2019.
3) The purpose of this drawing is to show the proposed location of cell tower site and topographic information near the site.
4) Unauthorized copies or modifications to this drawing are prohibited; this survey is not valid unless the original signature and seal of the Surveyor is included with the Survey Certification.
5) Tower Site is located in Zone "X" (Area of Minimal Flood) FLOOD INSURANCE RATE MAP (FIRM) for Brazos County Community Panel No. 48041C0310F dated 04/02/2014. This statement addresses the relative location of the tract on the insurance rate map and is not intended to address the given potential of the tract to flood or not to flood during any given rainfall event.
7) BENCHMARK - GPS elevations were established with a GNSS L1/L2 RTN, using GEOID 03, NGVD88 datum.
8) Monumentation shown for the lease tract and easements will be set after approval

LESSEE'S 20 FOOT WIDE NON-EXCLUSIVE EASEMENT FOR ACCESS AND UTILITIES

Being 20 foot strip of land out of a of Lot 15, of Century Hill Development, according to the map or plat thereof recorded in Volume 7623, Page 231, Brazos County Official Public Records (OPRBC), Texas and being more fully described as follows:

COMMENCING at a found a five eighths inch iron rod with cap for the most southerly corner of said Parent Tract also being located in the northerly right of way of Sebesta Road (Public RoW), said COMMENCING POINT having a Texas State Plane Coordinate System, Central Zone (4203) Value of X= 3,569,653.97and Y= 10,204,485.23 (GRID) basis of bearing;

THENCE, North 42 degrees 15 minutes 56 seconds East over along the southeasterly line said Parent Tract and the said northerly right of way of Sebesta Road, a distance of 36.89 feet to the **POINT OF BEGINNING**;

THENCE, North 47 degrees 19 minutes 43 seconds West a distance of 103.96 feet to a to an angle point;

THENCE, with a curve turning to the left with an arc length of 53.80', with a radius of 63.47', with a chord bearing of North 68 degrees 04 minutes 28 seconds West, with a chord length of 52.21' to a point of reverse curve;

THENCE, with a reverse curve turning to the right with an arc length of 43.03', with a radius of 55.00', with a chord bearing of North 69 degrees 56 minutes 32 seconds West, with a chord length of 41.94 to an angle point;

THENCE, North 47 degrees 31 minutes 38 seconds West a distance of 180.77 feet the southerly line of Lessee's Land Space;

THENCE, North 42 degrees 22 minutes 02 seconds East along said southerly line of Lessee's Land Space a distance of 20.00 feet to an angle point;

THENCE, South 47 degrees 31 minutes 38 seconds East a distance of 180.81 feet to an angle point;

THENCE, with a curve turning to the left with an arc length of 27.38, with a radius of 35.00', with a chord bearing of South 69 degrees 56 minutes 32 seconds East , with a chord length of 26.69 feet to a point of reverse curve;

THENCE, with a reverse curve turning to the right with an arc length of 70.09', with a radius of 83.47, with a chord bearing of South 68 degrees 18 minutes 03 seconds East, with a chord length of 68.05' to an angle point;

THENCE, South 47 degrees 19 minutes 43 seconds East a distance of 104.59 feet northerly right of way of Sebesta Road;

THENCE, South 42 degrees 15 minutes 56 seconds West a distance of 20.00 feet along northerly right of way of Sebesta Road to the **POINT OF BEGINNING**.

PARENT TRACT (Per title report see note 2)

A tract of land containing 5.50 acres, more or less, in the Morgan Rector Survey, Abstract No. 46, in Brazos County, Texas and being all of Lot 15, of Century Hill Development, according to the map or plat thereof recorded in Volume 7623, Page 231, Brazos County Official Public Records.

LESSEE'S 65' x 65' LAND SPACE

Being 4225 square feet of land out of a of Lot 15, of Century Hill Development, according to the map or plat thereof recorded in Volume 7623, Page 231, Brazos County Official Public Records (OPRBC), Texas and being more fully described as follows:

BEGINNING at a found a five eighths inch iron rod with cap for the most westerly corner of said Parent Tract, said BEGINNING POINT having a Texas State Plane Coordinate System, Central Zone (4203) Value of X= 3,569,357.60 and Y= 10,204,754.41 (GRID) basis of bearing;

THENCE, North 42 degrees 22 minutes 02 seconds East along the northerly line said Parent Tract a distance of 65.00 feet to the northerly corner of Lessee's Land Space;

THENCE, South 47 degrees 45 minutes 13 seconds East continuing over and across said Parent Tract a distance of 65.00 feet to the easterly corner of Lessee's Land Space;

THENCE, South 42 degrees 22 minutes 02 seconds West continuing over and across said Parent Tract a distance of 65.00 feet to the southwesterly line of said Parent Tract also being southerly corner of Lessee's Land Space;

THENCE, North 47 degrees 45 minutes 13 seconds West along the southwesterly line said Parent Tract a distance of 65.00 feet to the **POINT OF BEGINNING**,

Schedule B Item(s):

Easement for drainage, fifteen (15) feet in width, as shown on the plat of Century Hill Development, recorded in Volume 7623, Page 231, Official Public Records. **(OUTSIDE LESSEES LAND SPACE AND ACCESS)**

Right Of Way Easement dated July 22, 1919, granted to Humble Pipe Line Company, recorded in Volume 49, Page 24, Deed Records. **(BLANKET)**

Easement for water line dated March 31, 1976, granted to Foxfire Development Corporation, recorded in Volume 351, Page 182, Deed Records. **(OUTSIDE LESSEES LAND SPACE AND ACCESS)**

Easement for electric distribution system, dated November 24, 1976, granted to City of Bryan, recorded in Volume 371, Page 160, Deed Records. **(BLANKET)**

Easement for utilities, ten (10) feet in width, dated February 20, 1979, granted to City of College Station, recorded in Volume 418, Page 527, Deed Records. . **(OUTSIDE LESSEES LAND SPACE AND ACCESS)**

Easement for utilities, ten (10) feet in width, dated February 20, 1979, granted to City of College Station, recorded in Volume 418, Page 530, Deed Records. **(SHOWN)**

Easement for utilities, ten (10) feet in width, dated March 13, 1979, granted to City of College Station, recorded in Volume 419, Page 600, Deed Records. **(OUTSIDE LESSEES LAND SPACE AND ACCESS)**

Easements shown on the plat of Agency Records Control, Inc., as recorded in Volume 612, Page 589, Deed Records. **(SUPERSEDED PLAT)**

I, David C. Newell, a Registered Professional Land Surveyor of the State of Texas, do hereby certify that this topographic survey was made on the ground and is true and correct to the best of my knowledge and belief.

5/1/20

STATE OF TEXAS
REGISTERED
DAVID C. NEWELL
4085
PROFESSIONAL
LAND SURVEYOR

David C. Newell
Tx. Reg. No. 4085

SHEET 2 OF 2

NO.	DATE	DESCRIPTION
		REVISIONS
4	05/01/20	ACCESS_UE
3	03/30/20	ACCESS
2	03/26/20	UE
1	03/16/20	UE
0	01/30/20	FINAL

David C. Newell, RPLS, LS, CFM
Professional Land Surveyor
3119 Foley Road
Crosby TX 77532
713 540 0404
davidclarknewell@gmail.com

FORESIGHT COMUNICATIONS
4714 FM1488, Ste 115,
Conroe, TX 77834
Tel: 713 705 6743

DRAWN BY:DCN | CHECKED BY:DCN

FINAL

EMERALD PARKWAY
1595 Sebesta Road
College Station, TX 77845

1. PROPERTY MAINTENANCE

1.A. CONTRACTOR SHALL COORDINATE ACCESS AND WORK SCHEDULES WITH VERIZON AND LAND OWNER.

1.B. CONTRACTOR SHALL VISIT THE JOB SITE TO REVIEW THE SCOPE OF WORK AND EXISTING SITE CONDITIONS INCLUDING, BUT NOT LIMITED TO, MECHANICAL, ELECTRICAL SERVICE, AND OVERALL COORDINATION PRIOR TO PROCEEDING WITH ANY WORK.

1.C. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL UNDERGROUND UTILITIES, WHETHER SHOWN HEREIN OR NOT, AND TO PROTECT THEM FROM DAMAGE, PRIOR TO PROCEEDING WITH ANY WORK. AND CONFLICTS SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER IMMEDIATELY. THE CONTRACTOR SHALL CONTACT "ONE CALL" 48 HOURS PRIOR TO PERFORMING ANY SOIL PENETRATIONS. ANY UTILITIES DAMAGED IN CONJUNCTION WITH THE EXECUTION OF WORK WILL BE REPAIRED BY THE CONTRACTOR AT HIS SOLE EXPENSE.

1.D. CONTRACTOR SHALL SAFEGUARD THE OWNER'S PROPERTY DURING CONSTRUCTION AND SHALL REPLACE ANY DAMAGED PROPERTY OF THE OWNER TO ORIGINAL CONDITION OR BETTER.

1.E. CONTRACTOR SHALL PROTECT ALL AREAS FROM DAMAGE WHICH MAY OCCUR DURING CONSTRUCTION. ANY DAMAGE TO NEW AND EXISTING CONSTRUCTION, STRUCTURE, OR EQUIPMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED TO THE SATISFACTION OF THE PROPERTY OWNER OR OWNER'S REPRESENTATIVE AT THE SOLE EXPENSE OF THE CONTRACTOR.

1.F. CONTRACTOR SHALL REPLACE OR REMEDY ANY FAULTY, IMPROPER, OR INFERIOR MATERIALS OR WORKMANSHIP OR ANY DAMAGE WHICH SHALL APPEAR WITHIN 1 YEAR AFTER THE COMPLETION AND ACCEPTANCE OF THE WORK UNDER THIS CONTRACT.

1.G. CONTRACTOR SHALL REMOVE ALL RUBBISH AND WASTE MATERIALS ON A REGULAR BASIS, AND SHALL EXERCISE STRICT CONTROL OVER JOB CLEANING THROUGHOUT CONSTRUCTION, INCLUDING FINAL CLEANUP UPON COMPLETION OF WORK. ALL AREAS ARE TO BE LEFT IN A "BROOM CLEAN" CONDITION AT THE END OF EACH DAY.

1.H. CONTRACTOR SHALL REMOVE BRUSH AND MATERIAL INSIDE PROPERTY BOUNDARIES AS SHOWN ON SITE PLAN. ALL EXCESS MATERIAL IS TO BE REMOVED FROM THE SITE - **NO EXCEPTIONS**. **DO NOT CLEAR BEYOND TRACT BOUNDARIES**.

1.I. CONTRACTOR IS RESPONSIBLE FOR CONSTRUCTION ACCESS AND ACCESS TO THE SITE FOR VERIZON EQUIPMENT INSTALLATIONS.

1.J. EQUIPMENT SHALL BE DELIVERED AND SET BY VERIZON. CONTRACTOR SHALL PROVIDE ACCESS FOR THE DELIVERY OF THE EQUIPMENT. CONTRACTOR IS ALSO RESPONSIBLE FOR THE FOLLOWING:

1.J.1. CONTRACTOR SHALL ERECT PLATFORM TO WITHIN A 1/4" OF LEVEL IN ALL DIRECTIONS.

1.J.2. SEE ELECTRICAL DRAWINGS FOR ELECTRICAL WORK ON PLATFORM.

1.K. IN ORDER TO MINIMIZE THE CONSTRUCTION PROBLEMS WHICH MAY DEVELOP, IF ATTEMPTS ARE MADE TO WORK THE SURFACE SOILS FOLLOWING PROLONGED PERIODS OF RAINFALL, THE CONTRACTOR SHALL PROVIDE PROPER CONSTRUCTION DRAINAGE TO MAINTAIN A RELATIVELY DRY CONSTRUCTION SITE PRIOR TO STARTING ANY WORK AT THE SITE.

2. SITE SAFETY

2.A. CONTRACTOR SHALL SUPERVISE AND DIRECT ALL WORK, USING HIS BEST SKILL AND ATTENTION. HE SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, PROCEDURES, AND SEQUENCES FOR COORDINATING ALL PORTIONS OF THE WORK UNDER THE CONTRACT.

2.B. CONTRACTOR SHALL BE RESPONSIBLE FOR THE COMPLETE SECURITY OF THE SITE WHILE THE JOB IS IN PROGRESS AND UNTIL THE JOB IS COMPLETED PER APPLICABLE CODES.

2.C. CONTRACTOR SHALL PROVIDE ADEQUATE FACILITIES IN ACCORDANCE WITH ALL LOCAL AND NATIONAL SAFETY CODES.

2.D. DURING CONSTRUCTION CONTRACTOR SHALL PROVIDE TEMPORARY WATER, POWER, AND TOILET FACILITIES AS REQUIRED BY THE CITY OR GOVERNING AGENCY.

2.E. CONTRACTOR AND ALL SUBCONTRACTORS SHALL COMPLY WITH ALL LOCAL CODE REGULATIONS, STATE DEPARTMENT OF INDUSTRIAL REGULATION, AND DIVISION OF INDUSTRIAL SAFETY (OSHA) REQUIREMENTS.

2.F. ALL CONSTRUCTION WORK SHALL CONFORM TO THE MOST RECENT VERSION I.B.C. AND THE MOST RECENT OF ALL OTHER GOVERNING CODES, ALONG WITH THE GOVERNING RESTRICTIVE CODES.

2.G. CONTRACTOR IS TO COMPLETE ALL WORK IN ACCORDANCE WITH ACCEPTED INDUSTRY STANDARDS AND THE MOST RECENT VERSION OF ALL APPLICABLE CODES.

3. DRAWING CONSIDERATIONS

3.A. CONTRACTOR SHALL THOROUGHLY READ AND UNDERSTAND ALL DOCUMENTS CONCERNING THIS PROJECT, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION CONTRACT, CONSTRUCTION DRAWINGS, TOWER DRAWINGS, SHELTER DRAWINGS, AND ALL APPLICABLE PERMITS.

3.B. CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO SUBMITTING HIS BID. ANY DISCREPANCIES, CONFLICTS OR OMISSIONS, ETC. SHALL BE REPORTED TO 3D DESIGN & ENGINEERING BEFORE PROCEEDING WITH THE WORK.

3.C. CONTRACTOR SHALL NOTIFY 3D DESIGN & ENGINEERING OF ANY CONFLICTS, OMISSIONS, DISCREPANCIES WITHIN OR BETWEEN ANY DOCUMENTS OR WITH REFERENCE TO THE EXISTING CONDITIONS ON SITE PRIOR TO BEGINNING ANY WORK.

3.D. DISCREPANCIES FOUND IN THE FIELD SHOULD BE CALLED TO THE ATTENTION OF THE ENGINEER PRIOR TO PROCEEDING WITH ANY WORK.

3.E. CONTRACTOR SHALL NOTIFY THE ENGINEER OF ANY CONFLICTS OR DISCREPANCIES WITHIN THE CONTRACT DOCUMENTS AND THE FIELD CONDITIONS PRIOR TO EXECUTING THE WORK IN QUESTION.

3.F. ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THESE DRAWINGS AND SPECIFICATIONS INCLUDED WITHIN.

3.G. FIGURED DIMENSIONS HAVE PRECEDENCE OVER DRAWING SCALE AND DETAIL. DRAWINGS HAVE PRECEDENCE OVER SMALL SCALE DRAWINGS. CHECK ACCURACY OF ALL DIMENSIONS IN THE FIELD. UNLESS SPECIFICALLY NOTED, DO NOT FABRICATE ANY MATERIALS OFF-SITE OR DO ANY CONSTRUCTION UNTIL THE ACCURACY OF DRAWING DIMENSIONS HAS BEEN VERIFIED AGAINST ACTUAL FIELD DIMENSIONS.

3.H. ALL SYMBOLS AND ABBREVIATIONS USED ON THE DRAWINGS ARE CONSIDERED CONSTRUCTION STANDARDS. IF THE CONTRACTOR HAS QUESTIONS REGARDING THEIR EXACT MEANING, THE ENGINEER SHALL BE NOTIFIED FOR CLARIFICATION BEFORE PROCEEDING WITH THE WORK.

3.I. EXISTING ELEVATIONS AND LOCATION TO BE JOINED BY PROPOSED EQUIPMENT SHALL BE VERIFIED BY THE CONTRACTOR BEFORE CONSTRUCTION. IF THEY DIFFER FROM THOSE SHOWN ON THE DRAWINGS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER SO THAT MODIFICATIONS CAN BE MADE BEFORE PROCEEDING WITH THE WORK.

3.J. THE COMPOUND PAVING SHALL BE INSTALLED AS SPECIFIED IN THESE DOCUMENTS.

3.K. PRIOR TO PAVEMENT INSTALLATION, ALL VEGETATION, TOP SOIL AND DEBRIS SHOULD BE REMOVED. ALL PAVEMENT TO BE INSTALLED ON A SUBGRADE COMPACTED TO 95% STANDARD PROCTOR, AS SHOWN ON THESE DRAWINGS.

3.L. CONTRACTOR IS RESPONSIBLE FOR THE COMPACTION OF THE ENTIRE COMPOUND, INCLUDING TRENCH BACK-FILL LOCATIONS. COORDINATE TRENCHING WITH ELECTRICAL AND PLUMBING CONTRACTORS.

3.M. FENCING AND GATE IS TO BE INSTALLED AS SPECIFIED IN THESE DRAWINGS.

3.N. GENERAL CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ALL APPROPRIATE INSPECTORS OF CONSTRUCTION SCHEDULE 48-HOURS PRIOR TO CONSTRUCTION. **NO EXCEPTIONS**. ALL CONCRETE MIX DESIGNS MUST BE SUBMITTED TO TESTING LAB 48-HOURS (MINIMUM) PRIOR TO CONSTRUCTION.

4. EXCAVATION AND FILL

4.A. REMOVE ALL DEBRIS AND EXCAVATED MATERIAL FROM THE SITE. SPECIAL ATTENTION WILL BE REQUIRED FOR LOCATING SPOTS WHERE TREES WERE REMOVED. ANY REMAINING STUMPS OR ROOTS MUST BE REMOVED COMPLETELY AND THE CONSEQUENT CAVITIES MUST BE BACKFILLED WITH SELECT FILL AND COMPACTED ADEQUATELY.

4.B. MATERIAL AT THIS SITE IS NOT CONSIDERED SUITABLE FILL, UNLESS CLASSIFIED BY THE PROJECT ENGINEER.

4.C. MATERIAL TO BE EXCAVATED SHALL BE "UNCLASSIFIED" AND SHALL INCLUDE ALL MATERIALS ENCOUNTERED IN EXCAVATING AND GRADING. THE CONTRACT PRICE IS UNDERSTOOD TO COVER THE REMOVAL OF ALL SUCH MATERIALS TO THE DEPTH AND EXTENT INDICATED ON THESE DRAWINGS, AND AS HEREIN SPECIFIED.

4.D. ALL FILL MATERIAL SHALL BE SELECT FILL CONSISTING OF A SOIL WHOSE PLASTICITY INDEX IS COMPRISED BETWEEN 7% AND 20% AND SHALL BE FREE FROM DEBRIS AND ALL OTHER DELETERIOUS MATERIALS, INCLUDING VEGETATION.

4.E. PLACE SELECT FILL IN UNIFORM LAYERS OF NOT MORE THAN 8-INCH LOOSE LAYERS. COMPACT EACH LAYER TO A MINIMUM OF 95% OF THE MAXIMUM DRY UNIT WEIGHT PER ASTM D-698 HAVING A MOISTURE CONTENT WITHIN 2% OF OPTIMUM PRIOR TO PLACING NEXT LAYER.

4.F. UNLESS INDICATED OTHERWISE, PROJECT SITE AREAS SHALL BE GIVEN UNIFORM SLOPES BETWEEN POINTS FOR WHICH FINISHED GRADES ARE SHOWN OR BETWEEN SUCH POINTS AND EXISTING ESTABLISHED GRADE. IF NO GRADES ARE GIVEN, THE SITE SHALL NOT HAVE A SLOPE GREATER THAN 0.3-INCHES PER FOOT. CARE SHALL BE TAKEN TO SALVAGE THE EXISTING LIMESTONE AND RE-GRADE THE EXISTING SITE WITH THE SALVAGED LIMESTONE.

4.G. VERIZON HAS THE RIGHT TO REQUEST TESTS OF THE SELECT FILL COMPACTION OF FILL BY A SOILS ENGINEER. SUCH TEST SHALL BE AT THE EXPENSE OF VERIZON.

4.H. WORK PERFORMED THAT DOES NOT CONFORM TO THESE SPECIFICATIONS OR DRAWINGS, IN THE ENGINEER'S OPINION, SHALL BE REMOVED OR REWORKED AS REQUIRED BY THE ENGINEER WITHOUT INCREASE IN CONTRACT PRICE.

5. TRENCHING

5.A. NO TUNNELING WILL BE ALLOWED. EXCAVATION SHALL BE BY OPEN CUT FORM THE SURFACE. ALL EXCAVATED MATERIAL SHALL BE "UNCLASSIFIED" AND THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EXCAVATED MATERIAL FROM THE SITE. (SEE NOTE 5)

5.B. TRENCH SHALL BE BACK-FILLED WITH CEMENT-STABILIZED SAND WITH A MINIMUM OF 1-1/2 SACKS OF PORTLAND CEMENT PER CUBIC YARD. BACK-FILL OF PIPING, CATCH BASINS, AND MANHOLES SHALL BE PLACED EVENLY AND CAREFULLY AROUND AND OVER THE PIPE IN 1-INCH MAXIMUM LAYERS UNTIL 12-INCHES OF COVER EXISTS OVER THE PIPE. THE REMAINDER OF THE BACK-FILL SHALL BE PLACED AND COMPACTED IN MAXIMUM 12-INCH LAYERS. PLACE CEMENT SAND MATERIAL AT OPTIMUM MOISTURE CONTENT AND IN LAYERS NOT TO EXCEED 12-INCHES MEASURED LOOSE. COMPACT WITH MECHANICAL HAND TAMPS TO AT LEAST 95% OF AASHTO DENSITY TEST METHOD T-99.

5.C. POCKETS EXISTING IN THE NATURAL GROUND THAT ARE WITHIN 3-FEET OF A STRUCTURAL FOUNDATION SHALL BE FILLED WITH CEMENT-STABILIZED SAND AS SPECIFIED IN NOTE "6B". BACK-FILL SHALL BE PLACED IN 12-INCH LAYERS AND COMPACTED AS SPECIFIED IN NOTE "6B".

6. PAVING SPECIFICATIONS

6.A. BASE MATERIAL SHALL BE CRUSHED LIMESTONE CONFORMING TO TX DOT ITEM 247.

6.B. REQUIREMENTS FOR TYPE-A GRADE-2 MATERIAL:

6.B.1. TYPE-A MATERIAL SHALL BE CRUSHED STONE PRODUCED FROM A NATURALLY OCCURRING SINGLE SOURCE. CRUSHED GRAVEL OR UNCRUSHED GRAVEL SHALL NOT BE ACCEPTED FOR TYPE-A MATERIAL. NO BLENDING OF SOURCES AND/OR ADDITIVE MATERIALS WILL BE ALLOWED IN TYPE-A MATERIAL.

6.C. REQUIREMENTS FOR GRADE-2 MATERIAL:

6.C.1. TRIAXIAL CLASS-1 TO 2.3 MINIMUM.

6.C.2. COMPRESSIVE STRENGTH (PSI): 35 AT 0 PSI.

6.C.3. LATERAL PRESSURE (PSI): 175 AT 15 PSI.

6.D. MASTER GRADING:

6.D.1. 2-1/2" - - - - - - - - - - 0.
1-3/4" - - - - - - - - - - - 0.-10
#4 - - - - - - - - - - - - - 4.5-75
#40 - - - - - - - - - - - - 6.0-85

6.D.2. MAXIMUM LIQUID LIMIT = 40

6.D.3. MAXIMUM PLASTICITY LIMIT = 12

6.D.4. WET BALL MILL - MAXIMUM = 45

6.D.5. MAX INCREASE IN PASSING: #40 = 20

7. CONCRETE NOTES

7.A. COMPONENT MATERIALS

7.A.1. CEMENT: PORTLAND ASTM C-150 TYPE-2 NON-ALKALINE FOR GRADE BEAMS, SLABS, FLAT WORK, AND PIERS. USE ONLY IDENTICAL BRAND CEMENT.

7.A.2. FINE AGGREGATES: WASHED NATURAL SAND OR MANUFACTURED SAND CONFORMING TO ASTM C-33.

7.A.3. CONCRETE AGGREGATES: GRAVEL, CRUSHED GRAVEL, OR CRUSHED STONE CONFORMING TO ASTM C-33.

7.A.4. MAXIMUM AGGREGATE SIZE: NOT LARGER THAN 1/5 OF THE NARROWEST DIMENSIONS BETWEEN FORMS OF THE MEMBER FOR WHICH THE CONCRETE IS TO BE USED, OR LARGER THAN 3/4 OF THE MINIMUM CLEAR SPACING BETWEEN REINFORCING BARS.

7.A.5. MIXING WATER: POTABLE AND CLEAN.

7.B. CONCRETE MIXES AND STRENGTHS:

AGGREGATE STRENGTH	MAX. WATER SIZE	CEMENT RATIO	SLUMP
3000 PSI	1-1/2"	MAX. 0.53	4-1/2"
4000 PSI	1"	MAX. 0.48	4-1/2"-8"±1"
5000 PSI	3/4"	MAX. 0.40	8"±1"

7.B.1. 4000 PSI AND 5000 PSI SLUMPS ACHIEVED WITH APPROPRIATE SUPER PLASTICIZER.

7.B.2. PUMP MIX: 1:2:2.8 BY SSD WEIGHT, ±10%.

7.B.3. ALL CONCRETE PLACED UNDER SLURRY MUST BE 5000 PSI AND CONTAIN:

7.B.4 MINIMUM 650-LBS OF CEMENTITIOUS MATERIAL PER CUBIC YARD OF CONCRETE.

7.B.5 ADEQUATE RETARDER TO PRODUCE 5-INCH OR GREATER SLUMP AFTER 4-HOURS.

7.B. REFER TO STRUCTURAL DRAWINGS FOR SCHEDULES. IF NO STRENGTHS ARE GIVEN FOR CERTAIN ITEMS, USE 5000 PSI MINIMUM.

7.C. ADMIXTURES

7.C.1. OPTIONAL USE OF ADMIXTURES MAY BE USED TO ACHIEVE THE REQUIRED PROPERTIES OF THE CONCRETE OR TO IMPROVE THE WORKABILITY PROVIDED THEY COMPLY WITH THESE SPECIFICATIONS.

7.C.2. SUBMIT WRITTEN DATA FOR APPROVAL BEFORE USING ADMIXTURES. DATA SHALL GIVE US ASTM CLASSIFICATION, BASIC INGREDIENT, AND INSTRUCTION FOR USE. **CALCIUM CHLORIDE MAY NOT BE USED**.

7.C.3. CONFORM TO APPROPRIATE STANDARDS OF ASTM C-494 AS FOLLOWS:

7.C.3.1. TYPE-A: WATER REDUCING

7.C.3.2. TYPE-B: RETARDING

7.C.3.3. TYPE-C: ACCELERATING

7.C.3.4. TYPE-D: WATER REDUCING AND RETARDING COMBINATION

7.C.3.5. TYPE-E: WATER REDUCING AND ACCELERATING COMBINATION

7.C.3.6. TYPE-F: WATER REDUCING AND HIGH RANGE ADMIXTURES (HRWR)

7.C.3.7. TYPE-G: WATER REDUCING, HIGH RANGE, AND RETARDING ADMIXTURES (HRWR)

7.C.4. AIR-ENTRAINED ADMIXTURES WILL CONFORM TO ASTM C-260 OR AIR-ENTRAINED CEMENT ASTM C-175 TYPE 1A.

7.C.4.1. AMOUNT IS 3% FOR 3/4-INCH AGGREGATE.

7.C.4.2. TOLERANCES ARE ±1% PER ASTM C-231 OR C-138.A

7.C.5. THE FOLLOWING ADMIXTURE BRANDS ARE APPROVED FOR USER. OTHERS REQUIRE VERIZON'S WRITTEN APPROVAL.

7.C.5.1. MASTER BUILDERS

7.C.5.2. SIKA CHEMICAL COMPANY

7.C.5.3. UNION CARBIDE

7.C.5.4. W. R. GRACE

7.C.5.5. PROTEX INDUSTRIES

7.C.5.6. SONNEBORN BUILDING PRODUCTS

7.C.5.7. CORMIX

7.C.5.8. MONEX RESOURCES

7.C.6. FLY ASH CONFORMING TO ASTM C-618

7.C.6.1. FLY ASH SHALL BE USED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. TYPE-C FLY ASH CONFORMING TO ASTM C-618 AT 15%-20% AS REQUIRED. USE TYPE-F FLY ASH CONFORMING TO ASTM C-618 FOR SULFATE ENVIRONMENTS.

7.D. TEMPERATURE

7.D.1. COLD WEATHER

7.D.1.1. WHEN DEPOSITING CONCRETE AT FREEZING OR NEAR FREEZING TEMPERATURES, THE CONCRETE SHALL HAVE A TEMPERATURE OF AT LEAST 50°.

7.D.1.2. CONCRETE SHALL BE MAINTAINED AT A TEMPERATURE OF AT LEAST 50° FOR NOT LESS THAN 72-HOURS AFTER PLACING OR UNTIL THE CONCRETE IS THOROUGHLY SET AND HARDENED.

7.D.1.3. CONCRETE MATERIAL SHALL BE HEATED BEFORE PLACING **WHEN NECESSARY**.

7.D.1.4. CONCRETE SHALL NOT BE PLACED WHEN AMBIENT AIR TEMPERATURE IS AT 40° AND FALLING, BUT MAY BE PLACED WHEN AMBIENT AIR TEMPERATURE IS AT 32° AND RISING.

7.D.2. HOT WEATHER

7.D.2.1. RETARDER SHALL BE ADDED TO CONCRETE MIX WHEN AMBIENT AIR TEMPERATURE IS 85° OR ABOVE.

7.D.2.2. CONCRETE MIX WITHOUT RETARDER TEMPERATURE SHALL NOT EXCEED 90°.

7.D.2.3. CONCRETE MIX WITH RETARDER TEMPERATURE SHALL NOT EXCEED 100°.

7.D.2.4. CONCRETE MIXES WHICH EXCEED THE SPECIFIED TEMPERATURES WILL BE REJECTED.

7.E. HANDLING

7.E.1. TRANSPORTATION OPERATIONS SHALL CONFORM TO ASTM C-94.

7.E.2. USE NO CONCRETE WHICH HAS BEEN HELD IN MIXER MORE THAN 1-HOUR UNLESS APPROVED RETARDING ADMIXTURES HAVE BEEN ADDED.

7.E.3. DO NOT ADD WATER TO THE CONCRETE MIX AFTER THE TRUCK HAS LEFT THE PLANT WITHOUT APPROVAL FROM AUTHORIZED MATERIAL INSPECTOR.

7.E.4. RE-TEMPERING OF PARTIALLY HARDENED CONCRETE WILL NOT BE PERMITTED.

7.F. DEPOSITING CONCRETE

7.F.1. SOIL BOTTOMS FOR FOOTING AND SLABS SHALL BE APPROVED BY THE OWNER OR HIS REPRESENTATIVE BEFORE PLACING CONCRETE.

7.F.1.1. NO FOUNDATION SHALL BE PLACED ON BACK-FILLED SOILS, EXCEPT AS SPECIFIED IN NOTE 5.

7.F.2. REMOVE WATER AND ALL DEBRIS FROM FORMS AND EXCAVATIONS. UNLESS OTHERWISE DIRECTED, WOOD FORMS AND SAND SHALL BE THOROUGHLY WETTED JUST PRIOR TO PLACING.

7.F.3. DEPOSIT CONCRETE AS NEARLY AS PRACTICABLE IN ITS FINAL POSITION TO AVOID SEGREGATION DUE TO RE-HANDLING OR FLOWING.

7.F.4. APPLICABLE AUTHORIZED MATERIAL INSPECTOR SHALL BE NOTIFIED AT LEAST 24-HOURS PRIOR TO ANY CONCRETE POUR.

7.F.5. NO CONCRETE POURING IS ALLOWED PRIOR TO INSPECTION AND APPROVAL OF REINFORCING STEEL AND ALL WORK ASPECTS.

7.G. CONTINUITY OF PLACING

7.G.1. CONCRETING SHALL GENERALLY BE CARRIED ON AS A CONTINUOUS OPERATION UNTIL THE PLACING OF AN INDIVIDUAL SECTION IS COMPLETED.

7.G.2. CONCRETE SHALL BE CAREFULLY WORKED THROUGHOUT REINFORCEMENT AND EMBEDDED FIXTURES, ALONG SURFACES, AND INTO CORNERS OF FORMS.

7.G.3. VIBRATORS MAY BE USED, PROVIDING THEY ARE OPERATED UNDER EXPERIENCED SUPERVISION AND FORMS ARE CONSTRUCTED TO WITHSTAND THEIR ACTION.

7.G.4. WHEN CONSTRUCTION JOINTS ARE NECESSARY, THEY SHALL BE MADE AND LOCATED AS INDICATED ON THE DRAWINGS OR AS SPECIFIED.

7.G.5. NO ADDITIONAL CONSTRUCTION JOINTS WILL BE PERMITTED WITHOUT THE APPROVAL OF THE OWNER.

7.G.6. IF, FOR ANY REASON, THE CONCRETE PLACEMENT PROCEDURE IS UNACCEPTABLE, THE CONTRACTOR SHALL SUBMIT A SUBSTITUTE PROCEDURE FOR APPROVAL.

7.H. A POUR DROP LIMIT HEIGHT OF 6-FEET SHALL BE USED IN PLACEMENT OF ALL CONCRETE.

7.I. NO CONCRETE THAT HAS PARTIALLY HARDENED, BECOME CONTAMINATED BY FOREIGN MATERIALS, OR BEEN RE-TEMPERED SHALL BE USED.

7.J. COLD JOINT REQUIREMENTS

7.J.1. IT IS RECOMMENDED THAT ALL COLD JOINTS BE MADE A MINIMUM OF 12-INCHES ABOVE NATURAL GRADE TO INSURE CLEAN JOINTS.

7.J.2. ALL JOINTS WILL BE THOROUGHLY WASHER WITH CLEAN WATER PRIOR TO THE INSTALLATION OF THE UPPER PORTION.

7.J.3. ALL JOINTS WILL BE THOROUGHLY WETTED AT THE TIME OF THE CONCRETE POUR.

7.K. SPECIFICATIONS FOR THE INSTALLATION OF BELOW GRADE REINFORCING CAGES

7.K.1. MINIMUM CLEARANCE BETWEEN THE REBAR CAGE AND THE SURROUNDING SOIL SHALL BE ACCOMPLISHED BY THE USE OF INDUSTRY ACCEPTED STANDARD MECHANICAL METHODS (CONCRETE BLOCKS, SPACING WHEELS, ETC.). NO WOOD OR SIMILAR PRODUCTS ARE TO BE USED.

7.K.2. CONTRACTOR SHALL SPECIFICALLY INSURE THAT THE METHOD USED WILL MAINTAIN REBAR CLEARANCE FOR THE FULL LENGTH OF THE REINFORCING CAGE.

7.L. STRUCTURAL ADEQUACY OF THE FORMS, TIES, SHORING, AND BRACING SHALL CONFORM TO THE REQUIREMENTS OF ACI-347.

7.M. DETAILING AND FABRICATION OF REINFORCEMENT AND ACCESSORIES SHALL BE IN ACCORDANCE WITH ACI-315.

7.N. SUPPORT SLAB REINFORCEMENT ON CHAIRS AND PIER REINFORCEMENT ON SLEDS.

7.O. LAP ALL CONTINUOUS BARS THE LENGTH OF 36 BAR-DIAMETERS AT SPLICES, UNLESS OTHERWISE NOTED.

7.P. FINISHED SURFACE OF FLOOR SLABS SHALL BE PLANED TO A CLASS-A FINISH.

7.P.1. 1/8" : 10'-0" DETERMINED BY A 10-FOOT STRAIGHT EDGE PLACED ANYWHERE ON SLAB IN ANY DIRECTION.

TOWER OWNER:

HEMPHILL

HEMPHILL, LLC
1305 N LOUISVILLE AVE.
TULSA, OK 74115

CELL CARRIER:

verizon

14123 CICERO ROAD
HOUSTON, TX. 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

ENGINEER:

3DD&E
3D Design & Engineering, Inc.

3D DESIGN & ENGINEERING, INC.
CIVIL, STRUCTURAL & ELECTRONICAL ENGINEERING
21502 E WINTER VIOLET CT
CYPRESS, TEXAS 77433
PHONE: 832-431-8629
WWW.3DDNE.COM
FIRM # F-13381

STATE OF TEXAS
NABIL MMOUNI
93050
LICENSED
PROFESSIONAL ENGINEER

3D Design & Engineering, Inc.
Registration # F-13381

SITE NAME & SHEET DESCRIPTION:

EMERALD PARKWAY
GENERAL NOTES & SPECIFICATIONS

SITE LOCATION INFORMATION:

ADDRESS: 1593 SEBESTA RD, COLLEGE STATION, TX 77845

LEGAL DESCRIPTION: LOT 5, CENTURY HILL DEVELOPMENT (PER PLAT VOLUME 7623, PAGE 231, BRAZOS COUNTY OFFICIAL PUBLIC RECORDS).

LAND OWNER NAME: SEBESTA ROAD LLC

LAND OWNER CONTACT: 979-224-1790

DATE OF CREATION: 8-24-2020

REV NO:	REV DESCRIPTION:	REV DATE:

SHEET NO 3 OF 11 SHEETS

FOR CITY OF COLLEGE STATION USE ONLY

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FLOOD NOTE:

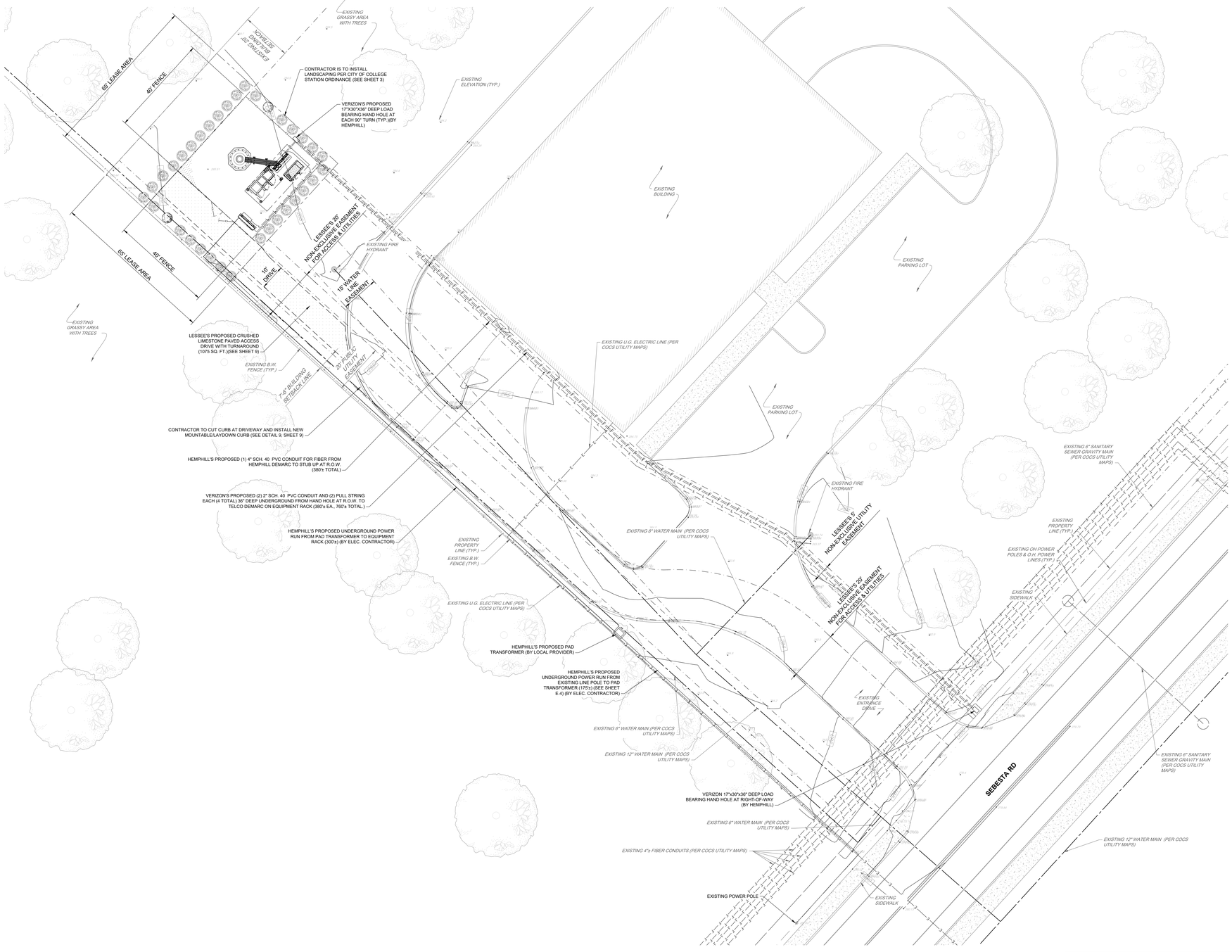
ACCORDING TO MAP NO. 48041C0310F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR CITY OF COLLEGE STATION, TEXAS, EFFECTIVE DATE APRIL 2, 2014 THE SUBJECT TRACT IS SITUATED WITHIN: UN-SHADED ZONE "X", DEFINED AS AREAS OUTSIDE THE 500-YEAR FLOOD;

NOTE:

THIS PLAN IS SHOWN TO CLARIFY THE RELATIONSHIP OF PROPOSED LESSEE WORK TO OVERALL SITE ONLY. 3D DESIGN & ENGINEERING CLAIMS NO RESPONSIBILITY FOR THE LEGAL DESCRIPTIONS SHOWN.

REFER TO SURVEY BY: DAVID NEWELL FOR COMPLETE SITE INFORMATION.

SITE LOCATION IS A MODERATELY WOODED AREA. CONTRACTOR SHALL CLEAR AND LEVEL ENTIRE LEASE AREA.



EXISTING TREES IN LEASE AREA NOT SHOWN FOR CLARITY.

CONTRACTOR NOTE:

CONSTRUCTION CONTRACTOR SHALL CONTACT DAVID NEWELL TO RE-STAKE SITE, FENCE LINE & TOWER CENTER PRIOR TO STARTING WORK.

SITE INFORMATION

CARRIER: VERIZON
SITE NUMBER: 446897
SITE NAME: EMERALD PARKWAY
LAT.: 30.599043°
LONG.: -96.286643°
GROUND ELEVATION: 285.2'

SITE LAYOUT NOTES:

LESSEE'S LEASE AREA = 4,225 SQ.FT.

LESSEE'S FENCED AREA = 160' WITH 12' GATE.

LESSEE'S PAVED AREA = 1075 TOTAL

UNDERGROUND POWER = 475±'s FROM UTILITY POLE TO HEMPHILL RACK. 50' FROM HEMPHILL RACK TO VERIZON ILC.

OVERHEAD POWER = N/A

UNDERGROUND FIBER = 380'± PER RUN, 760'± TOTAL FOR VERIZON. 380'± FOR HEMPHILL FIBER CONDUIT

TOWER = NEW 98' MONOPOLE TOWER (99' AGL INCLUDING 1' TOWER FOUNDATION), OVERALL HEIGHT 109' WITH LIGHTNING ROD.

PROPOSED ANTENNA HEIGHT = 95'

EQUIPMENT = OUTDOOR EQUIPMENT CABINETS & OUTDOOR DIESEL FUELED GENERATOR ON A CONCRETE PAD.

LEGEND

LESSEE LEASE LINE	EX. WOOD FENCE
LESSEE FENCE	EX. EASEMENT
LESSEE EASEMENT	EX. PROPERTY LINE
227.10 LESSEE FIN. GRADE	
LESSEE PAVING	Ex. UTILITY POLE
LESSEE UTILITY POLE	EX. C.L. FENCE
LESSEE PAVEMENT	EX. B.W. FENCE
LESSEE U.G. TELCO	+ 227.10 EX. ELEVATION
LESSEE U.G. POWER	EX. O.H. UTILITY
LESSEE O.H. UTILITY	EX. HIGH BANK

OVERALL SITE PLAN

SCALE: 1" = 20'-0"

20 10 0 20

TOWER OWNER:

HEMPHILL

HEMPHILL, LLC
1305 N LOUISVILLE AVE.
TULSA, OK 74115

CELL CARRIER:

verizon

14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

ENGINEER:

3D DESIGN & ENGINEERING, INC.
CIVIL, STRUCTURAL & GEOTECHNICAL ENGINEERING
21502 E WINTER VIOLET CT
CYPRESS, TEXAS 77433
PHONE: 832-431-8629
WWW.3DDE.COM
FIRM # F-13381

STATE OF TEXAS — NABIL MIMOUNI — 93050 — LICENSED PROFESSIONAL ENGINEER

3D Design & Engineering, Inc.
Registration # F-13381

SITE NAME & SHEET DESCRIPTION:

EMERALD PARKWAY
OVERALL SITE PLAN

SITE LOCATION INFORMATION:

ADDRESS: 1593 SEBESTA RD, COLLEGE STATION, TX 77845

LEGAL DESCRIPTION: LOT 5, CENTURY HILL DEVELOPMENT (PER PLAT VOLUME 7623, PAGE 231, BRAZOS COUNTY OFFICIAL PUBLIC RECORDS).

LAND OWNER NAME: SEBESTA ROAD LLC

LAND OWNER CONTACT: 979-224-1790

DATE OF CREATION: 8-24-2020

REV NO:	REV DESCRIPTION:	REV DATE:

SHEET NO 4 OF 11 SHEETS

FOR CITY OF COLLEGE STATION USE ONLY

EQUIPMENT LIST:

1. PRIMARY CABINET
2. BATTERY CABINET
3. FUTURE CABINET
4. OVP-12 CIRCUITS (+1 FUTURE OVP)
5. RESERVED SPACE FOR FUTURE RADIOS
6. ICE BRIDGE
7. ILC CABINET (WITH CAMLOCK IF NEEDED)
8. METER & DISCONNECT
9. DARK FIBER JUNCTION BOX (2'X2' MIN.)(WITH RESERVED SPACE FOR FUTURE CHARLES CABINET)
10. DIESEL FUELED GENERATOR
11. GPS ANTENNA (MOUNTED ON POST)
12. EQUIPMENT CANOPY

Call DigTESS dial "811"

Texas 811 Know what's below. Call before you dig.

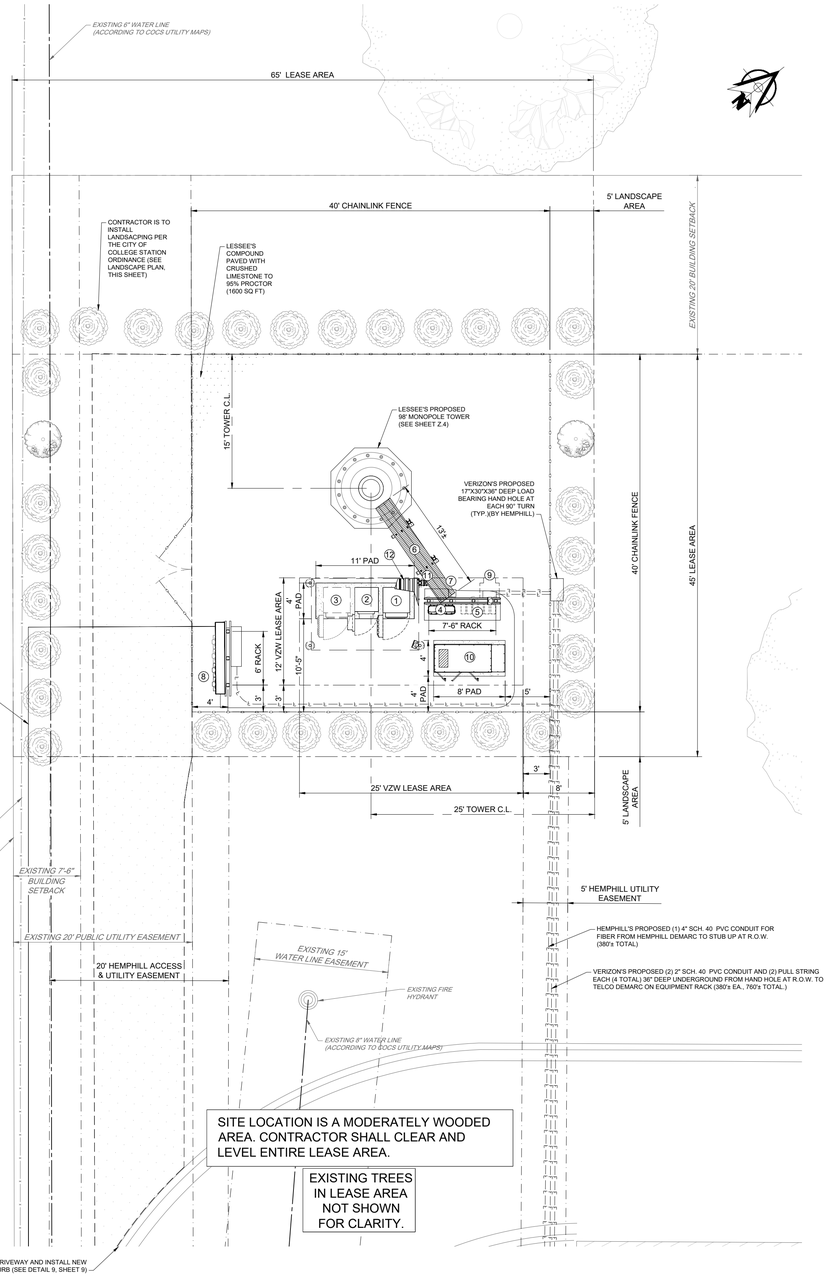
NOTE:

THIS PLAN IS SHOWN TO CLARIFY THE RELATIONSHIP OF PROPOSED LESSEE WORK TO OVERALL SITE ONLY. 3D DESIGN & ENGINEERING CLAIMS NO RESPONSIBILITY FOR THE LEGAL DESCRIPTIONS SHOWN.

REFER TO SURVEY BY: DAVID NEWELL FOR COMPLETE SITE INFORMATION.

FLOOD NOTE:

ACCORDING TO MAP NO. 48041C0310F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR CITY OF COLLEGE STATION, TEXAS. EFFECTIVE DATE APRIL 2, 2014 THE SUBJECT TRACT IS SITUATED WITHIN: UN-SHADED ZONE "X", DEFINED AS AREAS OUTSIDE THE 500-YEAR FLOOD;



SITE LOCATION IS A MODERATELY WOODED AREA. CONTRACTOR SHALL CLEAR AND LEVEL ENTIRE LEASE AREA.

EXISTING TREES IN LEASE AREA NOT SHOWN FOR CLARITY.

FOR TRENCHING SPECIFICATIONS SEE SHEET N.1, NOTE 5.

CONTRACTOR NOTE:

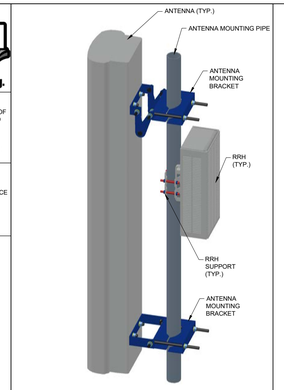
CONSTRUCTION CONTRACTOR SHALL CONTACT DAVID NEWELL TO RE-STAKE SITE, FENCE LINE & TOWER CENTER PRIOR TO STARTING WORK.

EXISTING UNDERGROUND UTILITIES ARE NOT SHOWN. CONTRACTOR IS TO LOCATE AND PROTECT EXISTING UNDERGROUND UTILITIES DURING CONSTRUCTION.

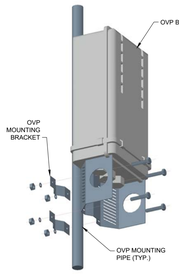
NOTE:

1. CONTRACTOR IS TO REPAIR ALL DAMAGE RESULTING FROM CONSTRUCTION BACK TO PRE-CONSTRUCTION CONDITION AT COMPLETION OF WORK.
2. CONTRACTOR SHALL COORDINATE SITE ACCESS TIMES AND EQUIPMENT STAGING LOCATIONS WITH LANDLORD.
3. ICE BRIDGE LENGTH SHOWN IS RELATIVE. LENGTH AND EXACT ALIGNMENT WITH FOUNDATION MAY VARY FROM DRAWING DIMENSIONS. ICE BRIDGE WILL APPROACH TOWER AS SHOWN.
4. TOWER IS TO BE SET ON IDENTIFIED CENTER POINT.

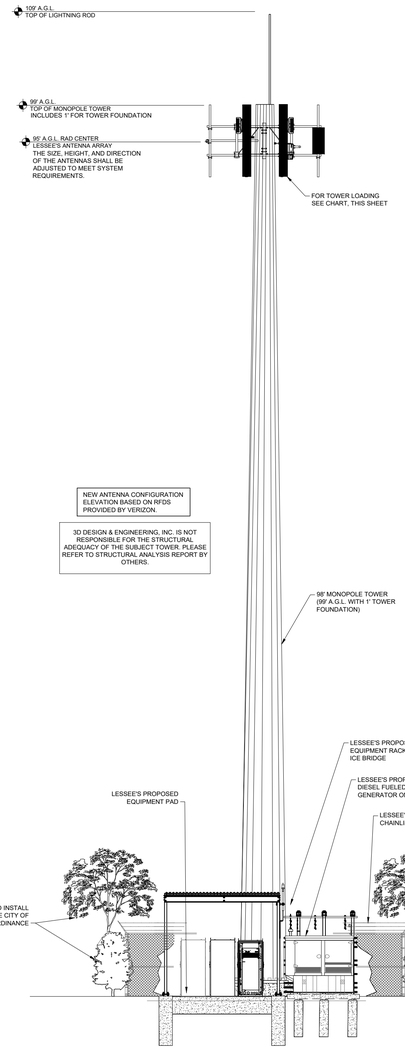
1 ENLARGED SITE PLAN — SCALE: 1/8" = 1'-0" (0 1" 2" 3" 4" 5" 10' 15')



ANTENNA MOUNTING DETAIL — SCALE: N.T.S.



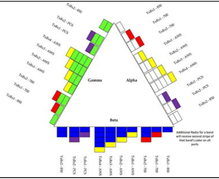
OVP MOUNTING DETAIL — SCALE: N.T.S.



NEW ANTENNA CONFIGURATION ELEVATION BASED ON RFDS PROVIDED BY VERIZON.

3D DESIGN & ENGINEERING, INC. IS NOT RESPONSIBLE FOR THE STRUCTURAL ADEQUACY OF THE SUBJECT TOWER. PLEASE REFER TO STRUCTURAL ANALYSIS REPORT BY OTHERS.

2 SITE ELEVATION — SCALE: N.T.S.



NOTE: CABLES TO BE MARKED ON EACH END OF CABLE AND VISIBLE FROM GROUND LEVEL PER VERIZON RF GUIDELINES.

CABLE COLOR CODING CHART

NOTES:

1. CONTRACTOR IS TO REPAIR ALL DAMAGE RESULTING FROM CONSTRUCTION BACK TO PRE CONSTRUCTION CONDITION AT COMPLETION OF WORK.
2. CONTRACTOR SHALL COORDINATE SITE ACCESS TIMES AND EQUIPMENT STAGING LOCATIONS WITH LANDLORD.
3. CONTRACTOR SHALL VERIFY ALL WORK WITH LESSEE PRIOR TO STARTING PROJECT.
4. CONTRACTOR TO VERIFY ALL EXISTING EQUIPMENT, COAX & ANTENNAS THAT ARE INSTALLED PRIOR TO START OF CONSTRUCTION. NOTIFY RF IF SCOPE OF WORK DIFFERS FROM VERIZON RFDS.

PROPOSED TOWER LOADING:
(6) NEW NHH-65C-R2B ANTENNAS
(3) NEW MT6407-77A ANTENNAS
(3) NEW B2/B66A RRH ORAN (RF4439D-25A)
(3) NEW B5/B13 RRH ORAN (RF440D-13A)
(1) NEW RCMDC-6627-PF48 OVP

CABLE & LENGTHS:
COAX: N/A
(1) 12X24 HYBRID CABLE: 140'±

ANTENNA INSTALLATION NOTES:

1. FOR TYPICAL ANTENNA AZIMUTHS SEE ANTENNA CHART, BUT CONTRACTOR IS TO VERIFY RF INFORMATION WITH VERIZON WIRELESS BEFORE INSTALLATION.
2. CABLES ARE TO BE MARKED WITH VINYL TAPE CORESPONDING TO THE COLOR CODING CHART. CABLES SHALL BE MARKED AT BOTH ENDS AND MARKS SHALL BE VISIBLE FROM THE GROUND. MARKING BANDS AT THE TOP SHALL BE 2" WIDE AND SHALL BE 1" WIDE AT THE BOTTOM.
3. CONTRACTOR SHALL VERIFY THE NUMBER AND SPACING REQUIRED FOR THE ANTENNAS IN EACH SECTOR WITH VERIZON WIRELESS AND SHALL ALLOW FUTURE SPACING AS DIRECTED.
4. GPS ANTENNA CABLE SHALL ENTER THE SHELTER THROUGH AN INDEPENDENT PORT.

COAX JUMPER NOTES:

1. MAXIMUM RF JUMPER LENGTH SHALL NOT EXCEED 15' FOR EITHER 700 LTE OR 1900 AWS.
2. IF EXISTING JUMPERS ARE USED, CONTRACTOR SHALL ENSURE COMPLIANCE WITH NOTE 1.
3. CONSULT WITH VERIZON PERSONNEL TO VERIFY IF CSRF IS TO BE USED.
4. THE MAXIMUM DIFFERENCE IN JUMPER LENGTH FROM ANTENNA TO RRH SHALL BE 9'. I.E., IF THE SHORTEST JUMPER USED IS 6' IN LENGTH THAN THE LONGEST JUMPER MUST BE 15' OR LESS IN LENGTH. CONTRACTOR SHALL ASSESS FIELD CONDITIONS AND ADJUST JUMPER LENGTH ACCORDINGLY.
5. ALL RF JUMPERS SHALL BE PRE-MADE WITH PRE-INSTALLED CONNECTORS ON BOTH ENDS. NO FIELD ADJUSTMENTS IN LENGTH ARE TO BE MADE.
6. ALL RF JUMPERS SHALL BE EITHER LDF OR LCF12 JUMPERS FROM AN APPROVED JUMPER MANUFACTURER.
7. ALL JUMPER CONNECTIONS SHALL HAVE THE PROPER TORQUE AND BE FULLY WEATHERPROOFED.
8. CONTRACTOR SHALL PERFORM RF SWEEP ON ALL JUMPERS.
9. ALL FIBER JUMPERS FROM THE RAYCAP BOX TO THE RRH SHALL BE THE SAME LENGTH. ANY EXCESS FIBER TO BE COILED INSIDE THE RAYCAP BOX USING PROPER RADIUS RESTRICTIONS.
10. ALL JUMPERS SHALL BE ROUTED SUCH THAT THESE WILL BE SUPPORTED AT INTERVALS NOT TO EXCEED 3'.
11. LOCATION DETAILS IN THESE DRAWINGS ARE DIAGRAMMATIC. CONTRACTOR SHALL LOCATE ALL ITEMS SUCH AS TO SATISFY ALL NOTES AND THE DIRECTION OF VERIZON.

TOWER OWNER:

HEMPHILL

HEMPHILL, LLC
1305 N LOUISVILLE AVE.
TULSA, OK 74115

CELL CARRIER:

verizon

14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

ENGINEER:

3D DESIGN & ENGINEERING, INC.
CIVIL STRUCTURAL & GEOTECHNICAL ENGINEERING
21502 E WINTER VIOLET CT
CYPRESS, TEXAS 77433
PHONE: 832-431-8629
WWW.3DENE.COM
FIRM # F-13381

STATE OF TEXAS — NABIL MIMOUNI — 93050 — LICENSED PROFESSIONAL ENGINEER
3D Design & Engineering, Inc. Registration # F-13381

SITE NAME & SHEET DESCRIPTION:

EMERALD PARKWAY
ENLARGED SITE PLAN & ELEVATION

SITE LOCATION INFORMATION:

ADDRESS: 1593 SEBESTA RD, COLLEGE STATION, TX 77845

LEGAL DESCRIPTION: LOT 5, CENTURY HILL DEVELOPMENT (PER PLAT VOLUME 7623, PAGE 231, BRAZOS COUNTY OFFICIAL PUBLIC RECORDS).

LAND OWNER NAME: SEBESTA ROAD LLC

LAND OWNER CONTACT: 979-224-1790

DATE OF CREATION: 8-24-2020

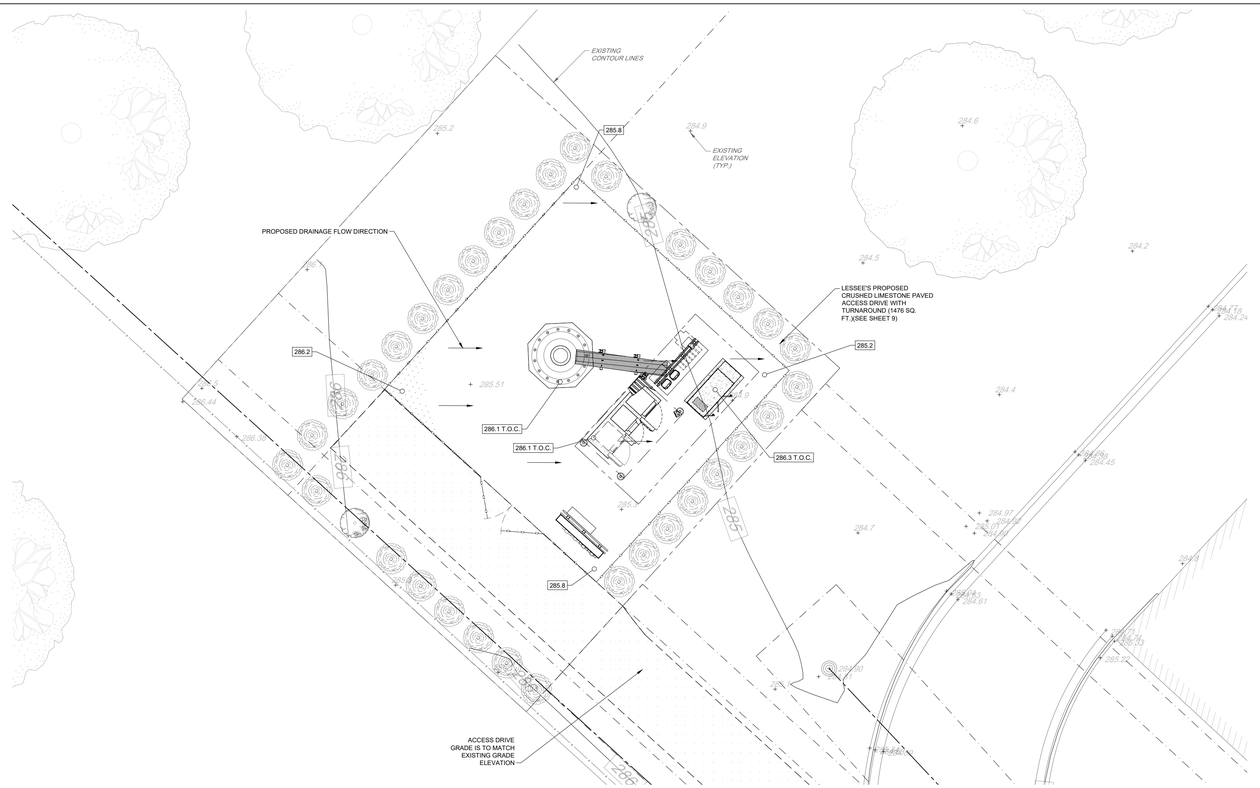
REV NO:	REV DESCRIPTION:	REV DATE:

SHEET NO 5 OF 11 SHEETS

FOR CITY OF COLLEGE STATION USE ONLY

FLOOD NOTE:
ACCORDING TO MAP NO. 48041C0310F OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR CITY OF COLLEGE STATION, TEXAS, EFFECTIVE DATE APRIL 2, 2014 THE SUBJECT TRACT IS SITUATED WITHIN: UN-SHADED ZONE "X"; DEFINED AS AREAS OUTSIDE THE 500-YEAR FLOOD;

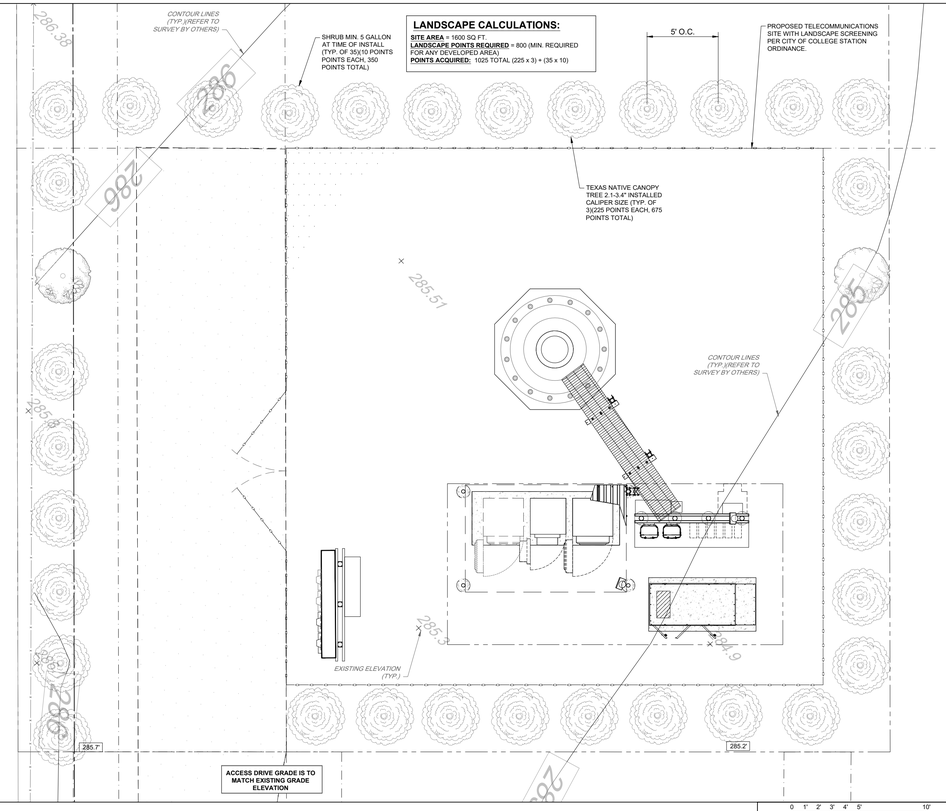
Call DigTESS dial "811"
Texas 811
Know what s below. Call before you dig.



1 SITE GRADING

10 5 0 10

SCALE: 1" = 10'-0"



Call DigTESS dial "811"
Texas 811
Know what s below. Call before you dig.

2 LANDSCAPING PLAN

0 1' 2' 3' 4' 5' 10'

SCALE: 3/16" = 1'-0"

LANDSCAPING NOTES: ALL PLANTINGS MUST BE IN ACCORDANCE WITH THE COLLEGE STATION PLANT LIST, OR AS DEEMED APPROPRIATE BY THE USDA FOR ZONE 8 IN THEIR HARDINESS ZONE MAP. THE PLANT LIST IS APPROVED AND AMENDED AS NEEDED BY THE ADMINISTRATOR.

PRIMARY SCREENING:

ALL PLANTS TO BE 5 GALLON SIZE AND PLACED 5's SPACING. ONLY DROUGHT TOLERANT NATIVE SPECIES TO BE USED.

SHRUBBERY SHALL BE A MINIMUM OF THREE FEET (3') IN HEIGHT AT TIME OF PLANTING, PLANTED EVERY FIVE FEET (5') OR LESS ON CENTER, AND HAVE YEAR ROUND FOLIAGE.

TEXAS NATIVE CANOPY TREES MUST BE 2.1" TO 3.4" CALIPER UPON INSTALLATION.

SUGGESTED APPROVED SPECIES:

ALTERNATE THE FOLLOWING (APPROX 35 PLANTS NEEDED TOTAL):
1. TEXAS SAGE
2. WAX MYRTLE

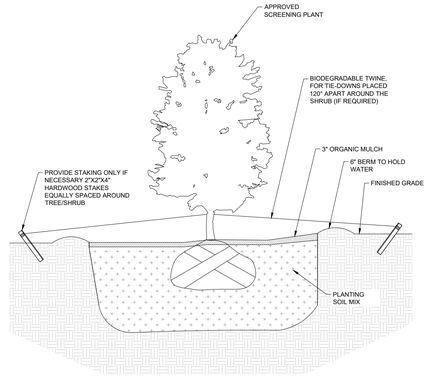
IRRIGATION:

ALL NEW PLANTINGS MUST BE IRRIGATED. AN IRRIGATION SYSTEM SHALL BE DESIGNED SO THAT IT DOES NOT NEGATIVELY IMPACT EXISTING TREES AND NATURAL AREAS. SOAKER HOSE AND DRIP IRRIGATION SYSTEM DESIGNS MAY BE PERMITTED AS THE ADMINISTRATOR DEEMS APPROPRIATE.

MAINTENANCE:

PLANT USING 3" MULCH COVER. PLANTINGS TO BE MAINTAINED BY INDEPENDENT CONTRACTOR.

PLANTING NOTES:
1. MULCH WITH 4" MIN. ORGANIC MULCH.
2. LANDSCAPE CONTRACTOR TO GUARANTEE SHRUBS FOR 180 DAYS.
3. ALL PROPOSED LANDSCAPING IS REQUIRED AND SHALL BE PROPERLY MAINTAINED TO ENSURE GOOD HEATLH & VITALITY.
4. SEED, MULCH, AND FERTILIZE IN DISTURBED AREAS.
5. REFER TO LANDSCAPE PLAN (DETAIL 1, THIS SHEET) FOR PLANTING LOCATIONS.



TYPICAL PLANTING DETAIL

3 LANDSCAPING NOTES & DETAILS

FOR CITY OF COLLEGE STATION USE ONLY

TOWER OWNER:
HEMPHILL
HEMPHILL, LLC
1305 N LOUISVILLE AVE.
TULSA, OK 74115

CELL CARRIER:
verizon
14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

ENGINEER:
3DD&E
3D DESIGN & ENGINEERING, INC.
CIVIL STRUCTURAL & ELECTRICAL ENGINEERING
21502 E WINTER VIOLET CT
CYPRESS, TEXAS 77433
PHONE: 832-431-8629
WWW.3DENE.COM
FIRM # F-13381

Licensed Professional Engineer
NABIL MIMOUNI
93050
LICENSED
PROFESSIONAL ENGINEER
3D Design & Engineering, Inc.
Registration # F-13381

SITE NAME & SHEET DESCRIPTION:
EMERALD PARKWAY
SITE GRADING & LANDSCAPE PLAN

SITE LOCATION INFORMATION:
ADDRESS: 1593 SEBESTA RD, COLLEGE STATION, TX 77845

LEGAL DESCRIPTION: LOT 5, CENTURY HILL DEVELOPMENT (PER PLAT VOLUME 7623, PAGE 231, BRAZOS COUNTY OFFICIAL PUBLIC RECORDS).

LAND OWNER NAME: SEBESTA ROAD LLC

LAND OWNER CONTACT: 979-224-1790

DATE OF CREATION: 8-24-2020

REV NO:	REV DESCRIPTION:	REV DATE:

SHEET NO 6 OF 11 SHEETS

PROPOSED TOWER LOADING:

(6) NEW NHH-65C-R2B ANTENNAS
(3) NEW MT6407-77A ANTENNAS
(3) NEW B2/B66A RRH ORAN (RF4439D-25A)
(3) NEW B5/B13 RRH ORAN (RF440D-13A)
(1) NEW RCMDC-6627-PF48 OVP

CABLE & LENGTHS:

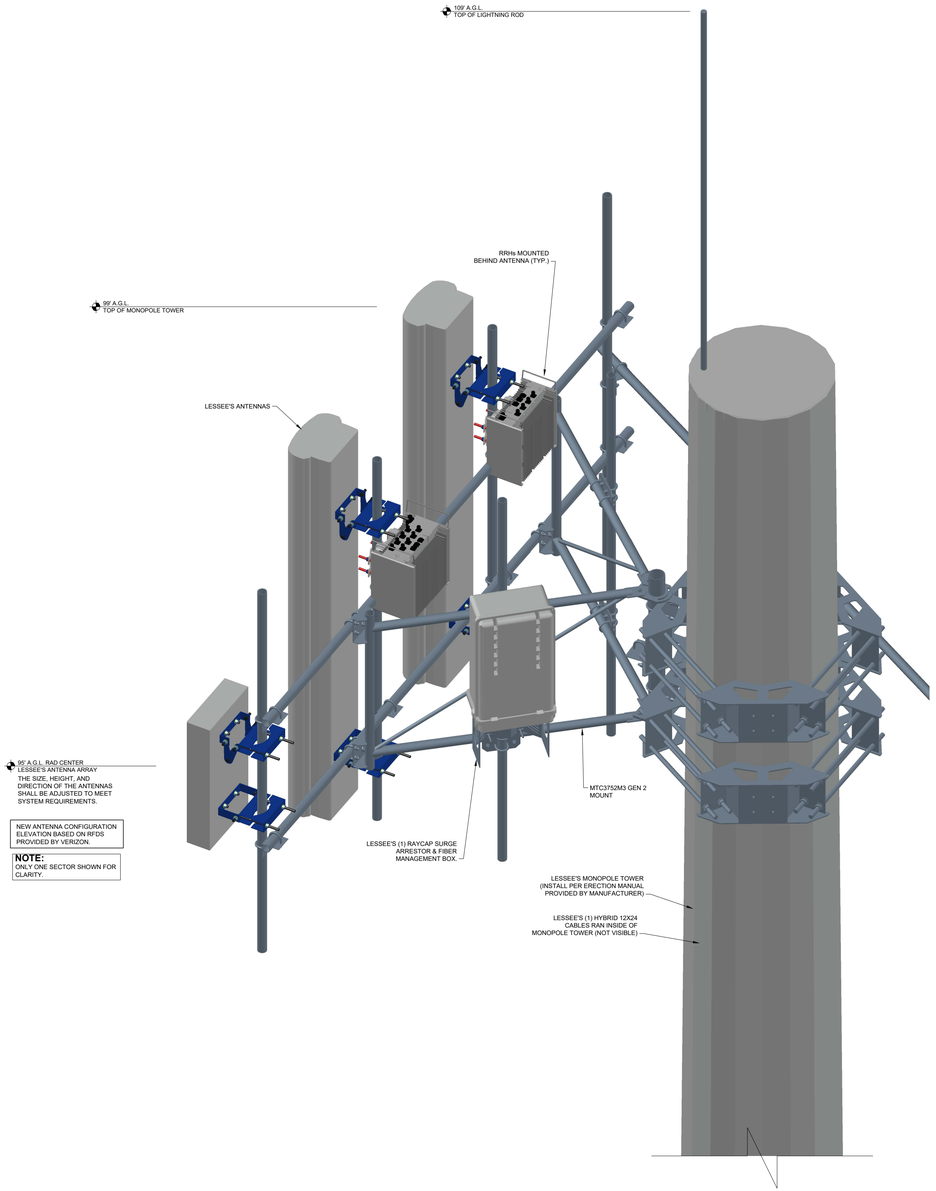
COAX: N/A
(1) 12X24 HYBRID CABLE: 140'±

COMPONENT PARTS LIST:

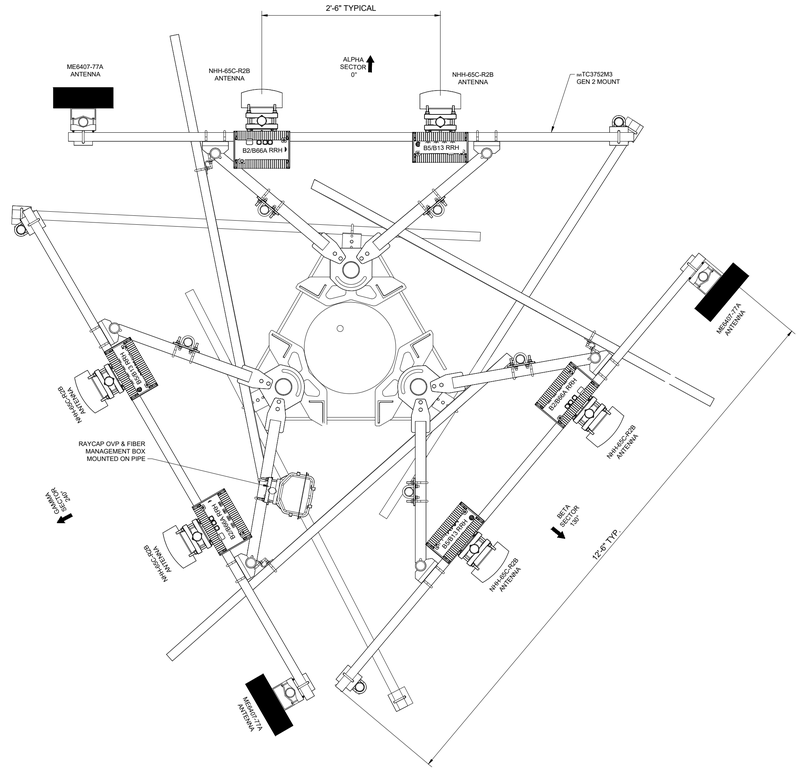
ANTENNA MOUNTS:
COMMSCOPE MTC3752M3 GEN 2 MOUNT

RRH & RAYCAP MOUNTING HARDWARE:
ATTACHED TO MTC3752M3 GEN 2 MOUNT

HYBRID CABLE MOUNTS:
(1) 12X24 HYBRID CABLE TO BE RAN INSIDE OF MONOPOLE TOWER (140'±)



1 ANTENNAS ARRAY PERSPECTIVE — SCALE: N.T.S.



2 ANTENNAS ARRAY PLAN VIEW — SCALE: N.T.S.

TOWER OWNER:

HEMPHILL

HEMPHILL, LLC
1305 N LOUISVILLE AVE.
TULSA, OK 74115

CELL CARRIER:

verizon

14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
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PROFESSIONAL ENGINEER

3D Design & Engineering, Inc.
Registration # F-13381

SITE NAME & SHEET DESCRIPTION:

EMERALD PARKWAY
ANTENNA SPECIFICATIONS

SITE LOCATION INFORMATION:

ADDRESS: 1593 SEBESTA RD, COLLEGE STATION, TX 77845

LEGAL DESCRIPTION: LOT 5, CENTURY HILL DEVELOPMENT (PER PLAT VOLUME 7623, PAGE 231, BRAZOS COUNTY OFFICIAL PUBLIC RECORDS).

LAND OWNER NAME: SEBESTA ROAD LLC

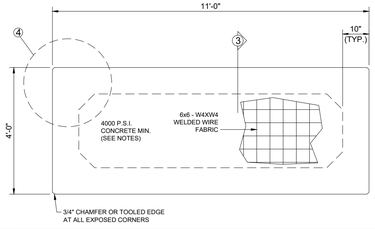
LAND OWNER CONTACT: 979-224-1790

DATE OF CREATION: 8-24-2020

REV NO:	REV DESCRIPTION:	REV DATE:

SHEET NO 7 OF 11 SHEETS

FOR CITY OF COLLEGE STATION USE ONLY



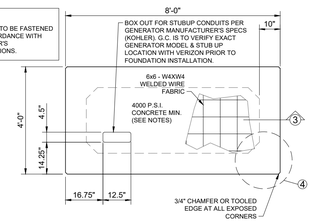
NOTES:

1. TOP OF SLAB TO BE A MINIMUM OF 18" ABOVE BASE FLOOD ELEVATION AT SITE.
2. ALL FOUNDATIONS SHALL BE POURED WITHIN A 1/8 " OF LEVEL IN ALL DIRECTIONS AND SMOOTH FINISHED.
3. ALL CONCRETE FOR EQUIPMENT SLAB FOUNDATION SHALL BE 4000 P.S.I. (MIN.)
4. IF EQUIPMENT SET DATE WILL BE WITHIN 48 HRS. OF SLAB POUR THEN SITE CONTRACTOR SHALL USE 5000 P.S.I. CONCRETE (MIN.) TO OBTAIN MIN. 1800 P.S.I. CONCRETE WITHIN THE ALLOTTED 48 HOURS. (NO EXCEPTIONS)
5. CONTRACTOR SHALL ANCHOR EQUIPMENT CABINETS PER MANUFACTURER'S RECOMMENDATIONS.
6. CONTRACTOR SHALL COORDINATE STUB-UP LOCATIONS WITH PROPOSED EQUIPMENT AT STAGING YARD PRIOR TO CONSTRUCTION.

1 CABINETS FOUNDATION PLAN — SCALE: N.T.S.

NOTE:

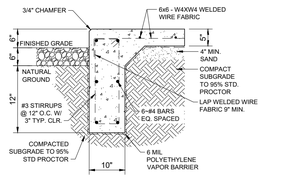
GENERATOR IS TO BE FASTENED DOWN IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.



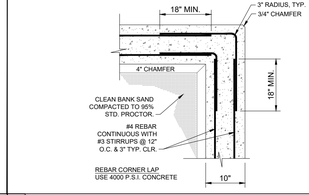
NOTES:

1. ALL CONCRETE FOR GENERATOR FOUNDATION SHALL BE 4000 P.S.I. (MIN.)
2. IF EQUIPMENT SET DATE WILL BE WITHIN 48 HRS. OF SLAB POUR THEN SITE CONTRACTOR SHALL USE 5000 P.S.I. CONCRETE (MIN.) TO OBTAIN MIN. 1800 P.S.I. CONCRETE WITHIN THE ALLOTTED 48 HOURS. (NO EXCEPTIONS)
3. ELECTRICAL CONTRACTOR SHALL COORDINATE STUB-UP LOCATIONS FOR PROPOSED GENERATOR (FIELD VERIFY AT STAGING YARD.)
4. ALL FOUNDATIONS SHALL BE POURED WITHIN A 1/8" OF LEVEL IN ALL DIRECTIONS AND SMOOTH FINISHED.
5. GENERATOR IS TO BE FASTENED DOWN IN ACCORDANCE WITH MFG.'S SPECIFICATIONS.
6. CONTRACTOR SHALL COORDINATE STUB-UP LOCATION FOR PROPOSED GENERATOR AT STAGING YARD PRIOR TO CONSTRUCTION.

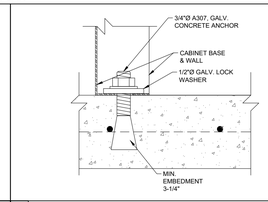
2 GENERATOR PAD FOUNDATION PLAN — SCALE: N.T.S.



3 EQUIP. FOUND. FOOTING DETAIL — SCALE: N.T.S.



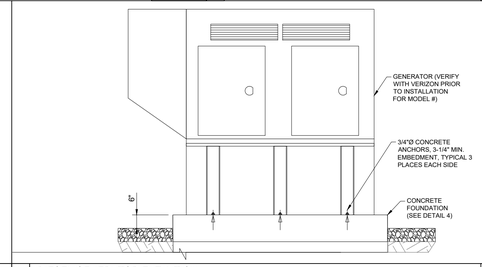
4 CORNER DETAILS (REINFORCING) — SCALE: N.T.S.



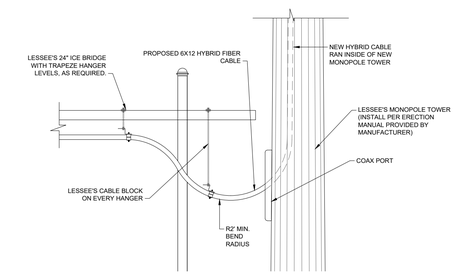
5 GEN. ATTACHMENT DETAIL — SCALE: N.T.S.

NOT USED

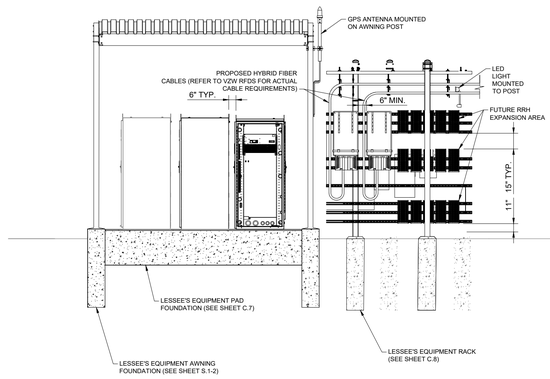
NOT USED — SCALE: N.T.S.



6 DIESEL GENERATOR ELEVATION — SCALE: 3/8" = 1'

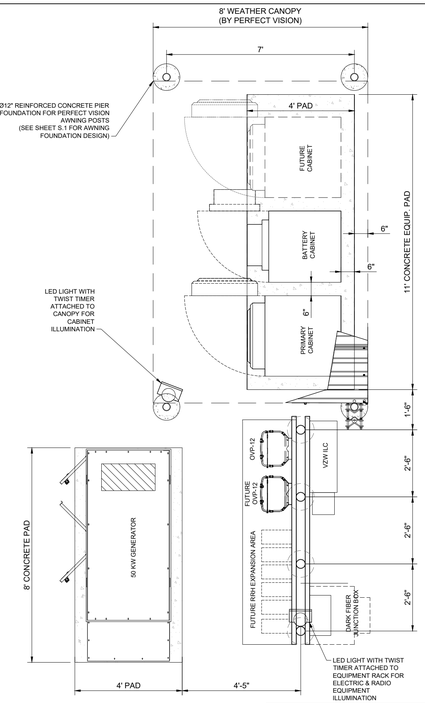


10 HYBRID CABLE DETAIL — SCALE: N.T.S.



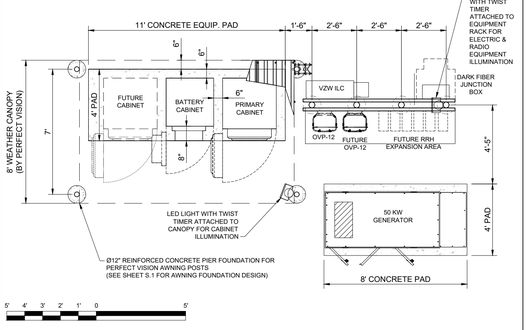
11 TYPICAL EQUIPMENT ELEVATION — SCALE: 1/4" = 1'

NOTE: PRIMARY CABINET CONTAINS 900 AMP DC POWER PLANT WITH 8 POWER LEADS MINIMUM.

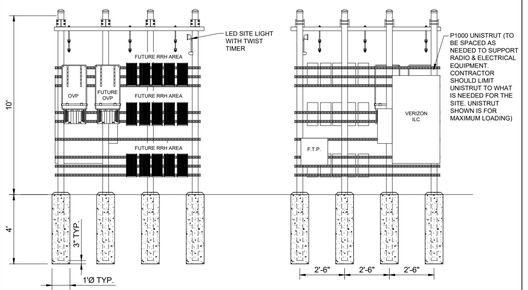


12 TYPICAL EQUIPMENT LAYOUT — SCALE: 3/8" = 1'

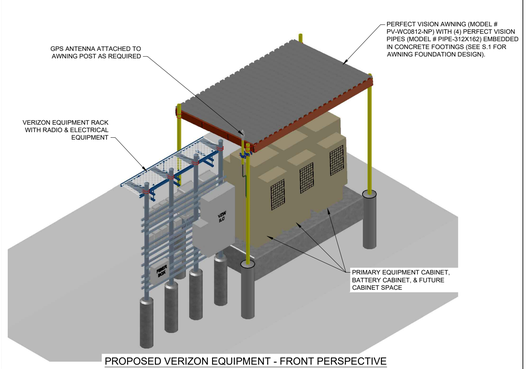
EQUIPMENT LAYOUT & CABLE DETAILS



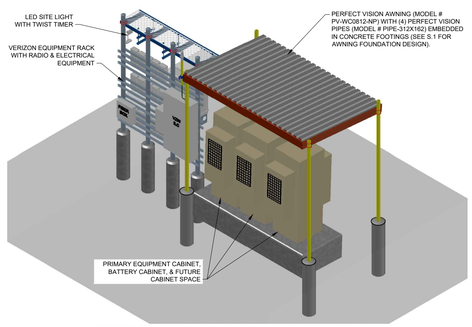
1 PROPOSED VERIZON EQUIPMENT LAYOUT — SCALE: 1/4" = 1'-0"



2 VERIZON EQUIPMENT RACK — SCALE: 1/4" = 1'-0"



PROPOSED VERIZON EQUIPMENT - FRONT PERSPECTIVE



PROPOSED VERIZON EQUIPMENT - BACK PERSPECTIVE

3 PROPOSED VERIZON EQUIPMENT LAYOUT PERSPECTIVES — SCALE: N.T.S.

NOT USED

FOR CITY OF COLLEGE STATION USE ONLY

TOWER OWNER:

HEMPHILL

HEMPHILL, LLC
1305 N LOUISVILLE AVE.
TULSA, OK 74115

CELL CARRIER:

verizon

14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

ENGINEER:

3DD&E

3D DESIGN & ENGINEERING, INC.
CIVIL STRUCTURAL & ELECTRONICAL ENGINEERING
21502 E WINTER VIOLET CT
CYPRESS, TEXAS 77433
PHONE: 832-431-8629
WWW.3DONE.COM
FIRM # F-13381

STATE OF TEXAS — NABIL MIMOUNI — 93050 — LICENSED — PROFESSIONAL ENGINEER

3D Design & Engineering, Inc.
Registration # F-13381

SITE NAME & SHEET DESCRIPTION:

EMERALD PARKWAY
CABINETS & GENERATOR SPECIFICATIONS

SITE LOCATION INFORMATION:

ADDRESS: 1593 SEBESTA RD, COLLEGE STATION, TX 77845

LEGAL DESCRIPTION: LOT 5, CENTURY HILL DEVELOPMENT (PER PLAT VOLUME 7623, PAGE 231, BRAZOS COUNTY OFFICIAL PUBLIC RECORDS).

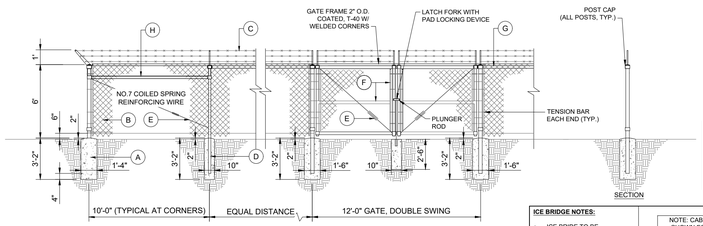
LAND OWNER NAME: SEBESTA ROAD LLC

LAND OWNER CONTACT: 979-224-1790

DATE OF CREATION: 8-24-2020

REV NO:	REV DESCRIPTION:	REV DATE:

SHEET NO 8 OF 11 SHEETS



(A) 3"Ø O.D. X SCHED. 40 CORNER POST
4"Ø O.D. X SCHED. 40 GATE POST (COATED TO CONFORM TO ASTM-A120)

(B) 2" DIAMOND MESH #9 GUAGE X 8'-0" (MIN.) (1.02 OZ.) ALL COATED CHAIN LINK TO CONFORM TO ASTM A392.

(C) 3 STRANGS OF CLASS III GLAVANIZED BARBED WIRE (TYPICAL)

(D) 2-3/8"Ø O.D. SCHED. 40 LINE POST (COATED TO CONFROM TO ASTM-A120)

(E) 5/8"Ø ADJUSTABLE TRUSS ROD WITH TURNBUCKLE (COATED, TYP.)

(F) 2"Ø WELDED GATE FRAME (SCHED. 40 PIPE TYP. W/ TENSION BAR AT ALL FOUR SIDES. [COATED])

(G) WIRE TIES AT 24" O.C. (TYPICAL).

(H) 1-5/8"Ø TOP BRACE (COATED PIPE TO CONFORM TO ASTM-A120)

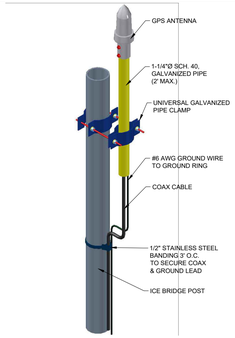
TYPE OF POST (ROUND, TYP.)	FABRIC HEIGHT	HOLE DIAMETER	HOLE DEPTH	POST EMBEDMENT	POST SIZE	POST GAUGE
LINE POST	6'	10"	38"	36"	2"	.072"
CORNER POST	6'	16"	38"	36"	3"	.09"
GATE POST	6'	18"	38"	36"	4"	.09"

FENCE NOTES:

1. FABRIC TIES - SECURE FABRIC WITH 9 COATED TIES TO LINE POSTS @ 14" O.C. AND TO RAILS @ 24" O.C. SECURE FABRIC TO TENSION WIRE WITH COATED HOG RINGS @ 24" O.C.
2. POSTS TO BE SPACED 10'-0" O.C. MAX. SET IN CONCRETE HAVING A MIN. COMPRESSION STRENGTH OF 2500 P.S.I. @ 28 DAYS. CROWN TO SHED WATER. FOOTING SIZE TO BE IN ACCORDANCE WITH THE SCHEDULE SHOWN.
3. ALL POSTS AND FRAME WORK SHALL BE COATED STEEL, 50,000 K.S.I. PER ASTM 463.
4. BRACE AND TRUSS ASSEMBLY AT EACH CORNER, TERMINAL AND GATE POST.
5. #7 GAUGE COIL SPRING BOTTOM TENSION WIRE.
6. ALL COATED PIPE TO CONFORM TO ASTM - A120.

   ALL COATED CHAIN LINK TO CONFORM TO ASTM - A392. ALL COATED FITTINGS TO CONFORM TO ASTM - A153.
7. ALL GATES SHALL HAVE "DUCK BILL" HOLD OPENS AT FULL OPEN.
8. ALL GATES SHALL HAVE AN IN GROUND PLUNGER ROD RECEIVER THAT ACCOMPANIES THE LATCH. (1-1/2" GALVANIZED PIPE TYP.) GATE SHALL HAVE LATCH FORK W/ PAD (SHALL ACCEPT A PAD LOCK)
9. INSTALL GATE STOP LATCH AT FULL OPEN ON EACH GATE AND INSTALL A 1-1/2" GALV. PIPE 12" LONG INTO THE GROUND FOR THE CLOSED GATE LOCK GROUND STABILIZER.

1 FENCE DETAILS — SCALE: N.T.S.



GPS ANTENNA NOTES:

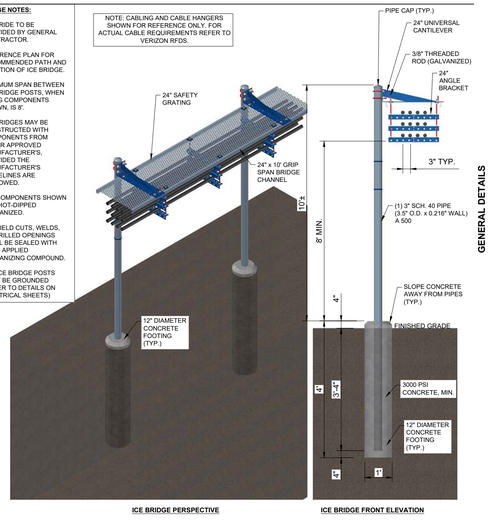
- LOCATION OF ANTENNA MUST HAVE A CLEAR VIEW OF SOUTHERN SKY AND CANNOT HAVE ANY BLOCKAGES EXCEEDING 25% OF THE SURFACE AREA OF A HEMISPHERE AROUND THE GPS ANTENNA.
- ALL GPS ANTENNA LOCATIONS MUST BE ABLE TO RECEIVE CLEAR SIGNALS FROM A MINIMUM OF FOUR SATELLITES. VERIFY WITH HANDHELD GPS BEFORE FINAL LOCATION OF GPS ANTENNA IS DETERMINED.
- IF ICE BRIDGE OF SIMILAR POST IS NOT GROUNDED, GROUND WITH #2 AWG TINNED BARE COPPER WIRE EXOTHERMICALLY BONDED TO POST AND CONNECTED TO GROUND RING.

2 GPS ANTENNA DETAIL — SCALE: N.T.S.

ICE BRIDGE NOTES:

- ICE BRIDGE TO BE PROVIDED BY GENERAL CONTRACTOR.
- REFERENCE PLAN FOR RECOMMENDED PATH AND LOCATION OF ICE BRIDGE.
- MAXIMUM SPAN BETWEEN ICE BRIDGE POSTS, WHEN USING COMPONENTS SHOWN, IS 8'.
- ICE BRIDGES MAY BE CONSTRUCTED WITH COMPONENTS FROM OTHER APPROVED MANUFACTURERS, PROVIDED THE MANUFACTURER'S GUIDELINES ARE FOLLOWED.
- ALL COMPONENTS SHOWN ARE HOT-DIPPED GALVANIZED.
- ALL FIELD CUTS, WELDS, OR DRILLED OPENINGS SHALL BE SEALED WITH COLD APPLIED GALVANIZING COMPOUND.
- ALL ICE BRIDGE POSTS MUST BE GROUNDED (REFER TO DETAILS ON ELECTRICAL SHEETS)

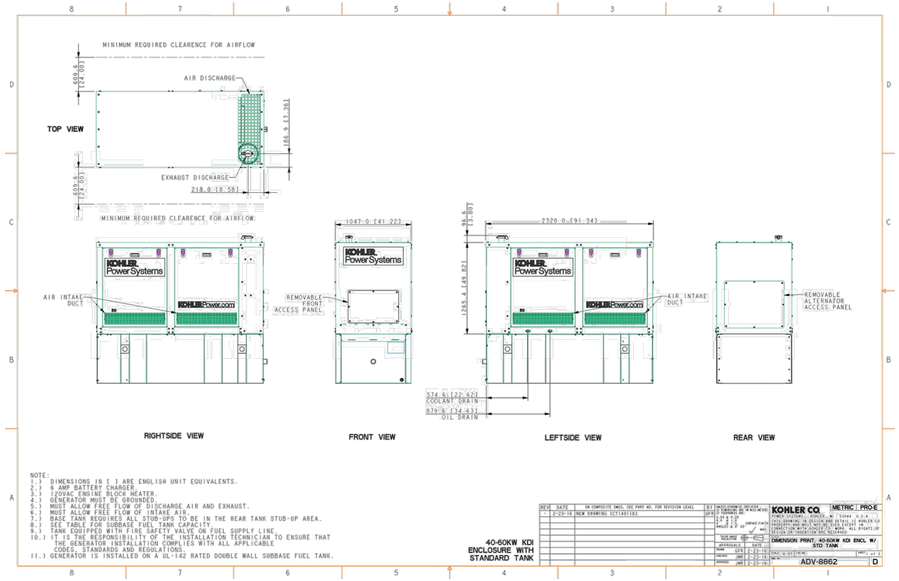
NOTE: CABLING AND CABLE HANGERS SHOWN FOR REFERENCE ONLY. FOR ACTUAL CABLE REQUIREMENTS REFER TO VERIZON RFDS.



ICE BRIDGE PERSPECTIVE — ICE BRIDGE FRONT ELEVATION

3 ICE BRIDGE DETAIL — SCALE: N.T.S.

GENERAL DETAILS



NOTE:
1.) DIMENSIONS IN [ ] ARE ENGLISH UNIT EQUIVALENTS.
2.) 6 AMP BATTERY CHARGER.
3.) 120VAC ENGINE BLOCK HEATER.
4.) GENERATOR MUST BE GROUNDED.
5.) MUST ALLOW FREE FLOW OF DISCHARGE AIR AND EXHAUST.
6.) MUST ALLOW FREE FLOW OF INTAKE AIR.
7.) BASE TANK REQUIRES ALL STUB-UPS TO BE IN THE REAR TANK STUB-UP AREA.
8.) SEE TABLE FOR SUBBASE FUEL TANK CAPACITY.
9.) TANK EQUIPPED WITH FIRE SAFETY VALVE ON FUEL SUPPLY LINE.
10.) IT IS THE RESPONSIBILITY OF THE INSTALLATION TECHNICIAN TO ENSURE THAT THE GENERATOR INSTALLATION COMPLIES WITH ALL APPLICABLE CODES, STANDARDS AND REGULATIONS.
11.) GENERATOR IS INSTALLED ON A UL-142 RATED DOUBLE WALL SUBBASE FUEL TANK.

40-60KW KDI ENCLOSURE WITH STANDARD TANK

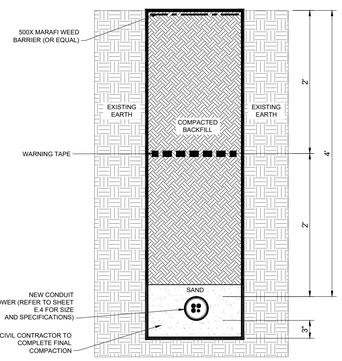
REV	DATE	DESCRIPTION
1	2-22-16	NEW DRAWING. (CTI#81183)

DRAWN BY: JMT — CHECKED BY: MBT — APPROVED BY: MBT
KOHLER CO. — METRIC — PROE
DRAWING PRINT: 40-60KW KDI ENCL W/ STD TANK
ADV-8862 — D

4 GENERATOR SPECS — SCALE: N.T.S.

NOTE: IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO INSURE PROPER COMPACTION ACROSS ENTIRE SITE. ELECTRICAL CONTRACTOR SHALL COORDINATE COMPACTION RESPONSIBILITIES WITH GENERAL CONTRACTOR.

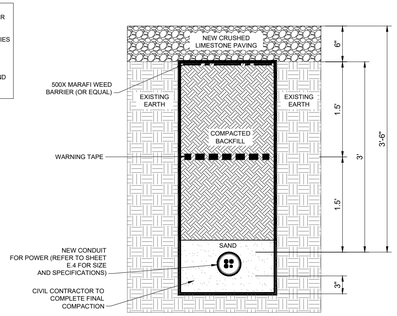
IF TRENCHING IS OCCURRING THROUGH EXISTING LANDSCAPING OR PAVED AREAS, CONTRACTOR IS TO RESTORE SURFACE AND LANDSCAPING TO ORIGINAL CONDITION.



5 ELEC. CONDUIT BURIAL TO TRANSFORMER DETAIL — SCALE: N.T.S.

NOTE: IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO INSURE PROPER COMPACTION ACROSS ENTIRE SITE. ELECTRICAL CONTRACTOR SHALL COORDINATE COMPACTION RESPONSIBILITIES WITH GENERAL CONTRACTOR.

IF TRENCHING IS OCCURRING THROUGH EXISTING LANDSCAPING OR PAVED AREAS, CONTRACTOR IS TO RESTORE SURFACE AND LANDSCAPING TO ORIGINAL CONDITION.

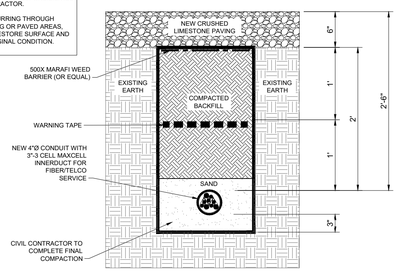


6 ELEC. CONDUIT BURIAL TO METER DETAIL — SCALE: N.T.S.

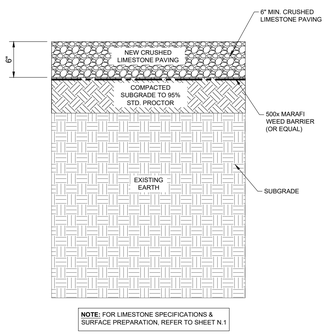
NOTE: IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO INSURE PROPER COMPACTION ACROSS ENTIRE SITE. ELECTRICAL CONTRACTOR SHALL COORDINATE COMPACTION RESPONSIBILITIES WITH GENERAL CONTRACTOR.

IF TRENCHING IS OCCURRING THROUGH EXISTING LANDSCAPING OR PAVED AREAS, CONTRACTOR IS TO RESTORE SURFACE AND LANDSCAPING TO ORIGINAL CONDITION.

NOTE: FOR LIMESTONE SPECIFICATIONS & SURFACE PREPARATION, REFER TO SHEET N.1



7 FIBER CONDUIT BURIAL DETAIL — SCALE: 1" = 1'

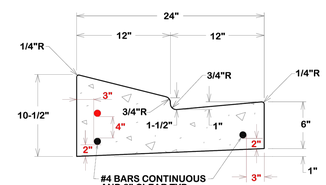


NOTE: FOR LIMESTONE SPECIFICATIONS & SURFACE PREPARATION, REFER TO SHEET N.1

8 PAVING DETAIL — SCALE: N.T.S.

NOTE:
TYPE "G" EXPANSION JOINTS IN CURB & GUTTER SHALL BE SPACED AT A MAXIMUM DISTANCE OF 40' APART AND AT ALL RADIUS POINTS, P.T.'S AND P.C./S. TYPE "B" CONTRACTION JOINTS IN CURB & GUTTER SHALL BE SPACED AT A MAXIMUM DISTANCE OF 10' APART.

28-DAY CONCRETE STRENGTH=3500 psi.



CITY OF BRYAN — *The Good Life, Texas Style.*

24" LAY DOWN GUTTER SECTION

DATE		DETAIL NO.	
FEB. 2021	B/CS UNIFIED STANDARD DETAIL	ST1-00	

CITY OF COLLEGE STATION

8 MOUNTABLE/LAYDOWN CURB DETAIL — SCALE: N.T.S.

GENERAL NOTES:

ALL AREAS WHERE EXISTING VEGETATION AND GRASS COVER HAVE BEEN BARED BY CONSTRUCTION SHALL BE ADEQUATELY BLOCK SODDED OR HYDROMULCHED AND WATERED UNTIL GROWTH IS ESTABLISHED. IN DEVELOPED AREAS WHERE GRASS IS PRESENT, BLOCK SOD WILL BE REQUIRED. BARED AREAS SHALL BE SEEDED OR SODDED WITHIN 14 CALENDAR DAYS OF LAST DISTURBANCE.

APPROVED EROSION CONTROL MEASURES MUST BE INSTALLED DURING THE ENTIRE TIME THAT EARTH HAS BEEN BARED BY CONSTRUCTION AND SHALL STAY IN PLACE UNTIL ACCEPTABLE VEGETATIVE GROWTH IS ESTABLISHED AFTER CONSTRUCTION IS COMPLETE AND THEN REMOVED BY CONTRACTOR.

ALL EROSION CONTROL MEASURES SHOULD BE CLEANED OF SILT AFTER EVERY RAIN.

ALL TRAFFIC SIGNALS AND APPURTENANCES, AND ALL PAVEMENT MARKINGS AND MARKERS SHALL BE IN ACCORDANCE WITH TXDOT STANDARDS

REFER TO SPEC 31 17 23.23 (PAVEMENT MARKINGS) FOR ADDITIONAL LOCAL REQUIREMENTS.

TOWER OWNER:

HEMPHILL

HEMPHILL, LLC
1305 N LOUISVILLE AVE.
TULSA, OK 74115

CELL CARRIER:

verizon

14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

ENGINEER:

3DD&E

3D DESIGN & ENGINEERING, INC.
CIVIL STRUCTURAL & MECHANICAL ENGINEERING
21502 E WINTER VIOLET CT
CYPRESS, TEXAS 77433
PHONE: 832-431-8629
WWW.3DONE.COM
FIRM # F-13381

STATE OF TEXAS — NABIL MIMOUNI — 93050 — LICENSED PROFESSIONAL ENGINEER

3D Design & Engineering, Inc.
Registration # F-13381

SITE NAME & SHEET DESCRIPTION:

EMERALD PARKWAY
GENERAL DETAILS

SITE LOCATION INFORMATION:

ADDRESS: 1593 SEBESTA RD, COLLEGE STATION, TX 77845

LEGAL DESCRIPTION: LOT 5, CENTURY HILL DEVELOPMENT (PER PLAT VOLUME 7623, PAGE 231, BRAZOS COUNTY OFFICIAL PUBLIC RECORDS).

LAND OWNER NAME: SEBESTA ROAD LLC

LAND OWNER CONTACT: 979-224-1790

DATE OF CREATION: 8-24-2020

REV NO:	REV DESCRIPTION:	REV DATE:

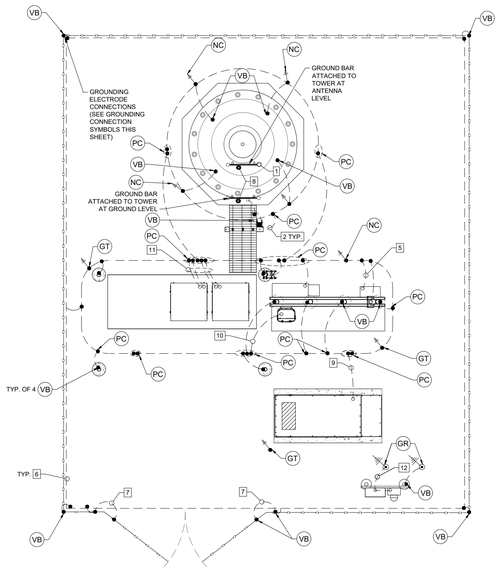
SHEET NO 9 OF 11 SHEETS

FOR CITY OF COLLEGE STATION USE ONLY

DIAGRAM NOTES :

1. CABLE COLLECTOR GROUND BAR ATTACHED DIRECTLY TO TOWER.
2. GROUND POSTS TO GROUND LOOP.
3. CABLE TRAY : 1 – #2 AWG GREEN INSULATED SOLID COPPER WIRE JUMPER AT EACH END.
4. 1–#2AWG GREEN INSULATED SOLID COPPER WIRE JUMPER AT EVERY CABLE TRAY JOINT.
5. 1–#2 AWG GREEN INSULATED SOLID COPPER WIRE FROM DEMARC TO GROUND LOOP. (VERIFY MFGR.'S REQUIREMENTS)
6. CORNER FENCE POSTS : GROUND ALL CORNER FENCE POSTS. (SEE DETAIL 4, SHEET E.2)
7. CONNECT GATE POST GROUND RODS WITH #2 TIN-PLATED SOLID COPPER JUMPER. (SEE DETAIL 4, SHEET E.2)
8. CABLE GROUND LEADS TO GROUND BAR, SEE E-2.
9. 1–#2 AWG GREEN INSULATED SOLID COPPER WIRE FROM GENERATOR TO GROUND LOOP. (VERIFY MFGR.'S REQUIREMENTS)
10. 1–#2 AWG GREEN INSULATED SOLID COPPER WIRE FROM RAYCAP GROUND LUG TO GROUND LOOP. (VERIFY MFGR.'S REQUIREMENTS)
11. #2 AWG GREEN INSULATED SOLID COPPER WIRE FROM NEW EQUIPMENT (PER MFGR.'S SPECS) TO EQUIPMENT GROUND LOOP.
12. 1–#2 AWG GREEN INSULATED SOLID COPPER WIRE FROM THE PRIMARY METER & DISCONNECT TO GROUND ROD.

DIAGRAM ILLUSTRATES TYPICAL SITE LAYOUT AND GROUNDING. FOR TRUE SITE ORIENTATION AND LAYOUT REFER TO SHEETS C.1 & C.2



1 | TYPICAL GROUNDING DIAGRAM | SCALE: N.T.S.

GENERAL GROUNDING NOTES:

1. ALL GROUND RODS SHALL BE A MINIMUM 5/8"x10'-0" COPPER CLAD STEEL.
2. BELOW GROUND CONDUCTORS SHALL BE #2 SOLID COPPER MINIMUM.
3. GROUND RODS SHALL BE DRIVEN TO A DEPTH SUCH THAT THE TOP OF ROD IS 30" BELOW FINISHED GRADE.
4. HOLD BENDS TO A 12" MINIMUM ABOVE GROUND AND 24" BELOW GROUND.
5. A MECHANICAL JOINT WILL BE PERMITTED FORM HVAC & ELECTRICAL EQUIPMENT TO GROUND RODS.
6. GROUND ALL EXTERIOR EQUIPMENT (MISC.) TO EXTERIOR GROUND LOOP AS WELL AS PER N.E.C.
7. GROUND HVAC UNITS TO EXTERIOR GROUND RING.
8. THE EXTERNAL GROUND RING MAY TAKE THE PHYSICAL FORM OF A "C" OR AN "L" SHAPE IN CASES WHERE ALL SIDES OF THE BUILDING ARE NOT ACCESSIBLE.
9. GROUND RODS ARE TO BE PLACED ALONG GROUND RING AT NOT LESS THAN 8' NOR MORE THAN 16' APART.
10. USE 2-HOLE LUG ON ALL LEADS TO GROUND BARS OR EQUIPMENT.

FENCE GROUNDING NOTE:

1. ALL CORNER FENCE POSTS TO HAVE GROUNDING JUMPERS TO EQUIPMENT GROUND, 4/0 AWG TINNED STRANDED COPPER GROUND LEAD.
2. FENCE GATE POSTS & ALL INTERMEDIATE POSTS WITHIN 6' OF EQUIPMENT GROUNDING TO HAVE GROUNDING JUMPERS TO EQUIPMENT GROUND, 4/0 AWG TINNED STRANDED COPPER GROUND LEAD.
3. INSTALL A STANDARD GROUND ROD BETWEEN THE FENCE POST & GROUND RING, IF DISTANCE FROM POST TO RING IS GREATER THAN 16'.

CONNECTION JOINT PREPARATION:

THE SURFACES OF EACH CONDUCTOR TO BE CONNECTED ARE TO BE WELL CLEANED, REMOVING ALL PAINT, DIRT, & CORROSION IN THE AREA OF CONNECTION BEFORE EACH JOINT IS MADE, WHETHER IT BE A MECHANICAL OR WELDED JOINT. AFTER MECHANICAL JOINTS ARE COMPLETED, APPLICATION OF AN ANTIOXIDANT COMPOUND, SUCH AS "NO-OX" OR EQUIVALENT, IS RECOMMENDED. WHEN USING NON-WELDED MECHANICAL CONNECTIONS, SUCH AS BOLT-ON LUGS, THE FOLLOWING PROCEDURES SHALL BE FOLLOWED:

1. TO ENSURE GOOD ELECTRICAL CONTACT, THE MATING SURFACES SHOULD BE CLEAN AND FLAT.
2. 2-HOLE LUGS ARE REQUIRED ON ALL #2 AWG OR LARGER GROUND LEADS MECHANICALLY ATTACHED TO THE MASTER GROUND BAR, ISOLATED GROUND BAR, AND EXTERNAL GROUND BAR, AND ARE PREFERRED FOR OTHER GROUNDING LEADS WHERE THE SIZE OF THE WIRE (#6 OR LARGER) MIGHT EXERT ENOUGH STRESS ON THE LUG TO LOOSEN A SINGLE MOUNTING BOLT.
3. STAINLESS STEEL MOUNTING HARDWARE (NUTS, BOLTS, ETC.) IS REQUIRED ON ALL OUTSIDE CONNECTIONS AS WELL AS ON THE M.G.B. AND I.G.B., AND IS PREFERRED FOR ALL OTHER GROUND LEADS. LUGS MAY BE TINNED RATHER THAN STAINLESS.
4. THE LUG HOLES & STAINLESS BOLT SIZES ARE TO BE CHOSEN TO MATCH THE MOUNTING HOLE SIZES, SO THAT THERE IS MINIMAL PLAY IN THE MECHANICAL ASSEMBLY PRIOR TO TIGHTENING THE NUTS. SPLIT RING TYPES LOCK WASHERS SHOULD BE USED TO PREVENT THE NUTS FROM LOOSENING.

GROUND LEAD NOTES:

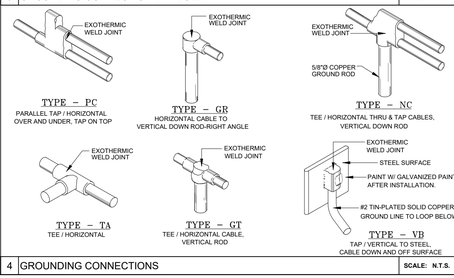
1. DROP GROUND WIRES VERTICALLY TO GRADE AS CLOSE TO GROUNDED ITEM AS POSSIBLE AND SECURE LEADS TO NEW STRUCTURE TO MAINTAIN ALIGNMENT.
2. IF GROUND CLEARANCE BELOW PLATFORM STEEL IS LESS THAN 12", RUN BARE WIRE TO GRADE.
3. IF GROUND CLEARANCE BELOW PLATFORM IS GREATER THAN 12", RUN GROUND LEADS IN 1/2"Ø PVC, SECURED TO NEW STRUCTURE TO MAINTAIN ALIGNMENT.
4. SEE DETAIL 2, SHEET E4 FOR TYPICAL AT ELEVATED PLATFORM.

2 | GENERAL GROUNDING NOTES | SCALE: N.T.S.

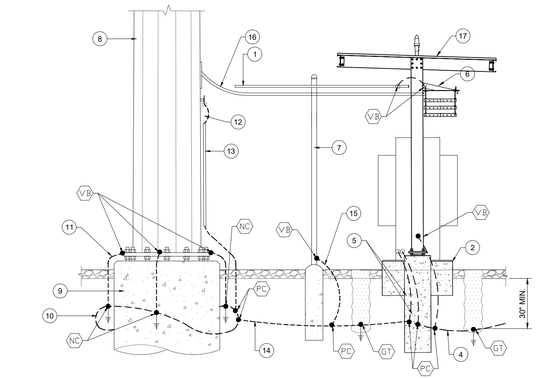
SYMBOLS:

- ● EXOTHERMIC CONNECTION WELD (CADWELD CONNECTION TYPE).
- ○ MECHANICAL CONNECTION.
- ◎ COAX GROUND KIT.
- ● 5/8"Ø x 10'-0" COPPER GROUND ROD CAD WELDED TO GROUND WIRE.

3 | GROUNDING CONNECTION SYMBOLS | SCALE: N.T.S.



4 | GROUNDING CONNECTIONS | SCALE: N.T.S.



LEGEND:

1. ICE BRIDGE BY G.C.
2. EQUIPMENT PAD FOUNDATION
3. EQUIPMENT CABINET
4. EQUIPMENT PAD UNDERGROUND GROUNDING LOOP
5. GROUND EQUIPMENT TO GROUND LOOP PER MANUFACTURER'S SPEC.
6. EQUIPMENT RACK WITH ICE BRIDGE & RADIO/ELECTRICAL EQUIPMENT.
7. ICE BRIDGE POST
8. MONOPOLE TOWER
9. MONOPOLE TOWER FOUNDATION
10. MONOPOLE TOWER GROUNDING LOOP
11. 1–#2 AWG SOLID COPPER WIRE FROM TOWER BASE PLATE TO TOWER GROUNDING LOOP (TYP. OF 3).
12. TOWER GROUND BAR.
13. 1–#2 AWG SOLID GREEN INSULATED COPPER WIRE IN RIGID CONDUIT (TYP. OF 2).
14. 1–#2 AWG SOLID GREEN INSULATED COPPER WIRE FROM EQUIPMENT UNDERGROUND GROUNDING LOOP TO TOWER GROUNDING LOOP (TYP. OF 2).
15. 1–#2 AWG SOLID GREEN INSULATED COPPER WIRE FOR EACH ICE BRIDGE POST.
16. HYBRID CABLE BENDING RADIUS TO BE 24" MIN. (HEREIN CABLE IS VIEWED FROM THE SIDE).
17. EQUIPMENT AWNING

- ● EXOTHERMIC CONNECTION WELD (CADWELD CONNECTION TYPE).
- ○ MECHANICAL CONNECTION.
- ● 5/8"Ø x 10'-0" COPPER ROD CAD WELDED TO GROUND WIRE.

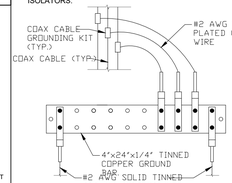
NOTES:

1. ALL GROUND RODS SHALL BE A MIN. 5/8"x10'-0" COPPER.
2. BELOW GROUND CONDUCTORS SHALL BE #2 AWG SOLID GREEN INSULATED COPPER WIRE MIN.
3. GROUND RODS SHALL BE DRIVEN TO A DEPTH SUCH THAT THE TOP OF ROD IS 30" BELOW FINISHED GRADE.
4. HOLD BENDS TO AN 12" MIN. ABOVE GROUND AND 24" BELOW GROUND.
5. USE 2-HOLE LUG ON ALL LEADS TO GROUND BARS.

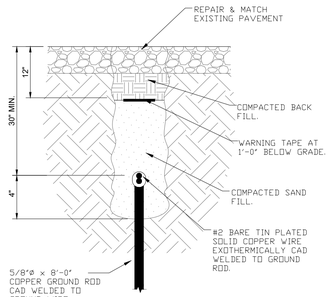
5 | TYPICAL GROUNDING RISER | SCALE: N.T.S.

NOTES:

1. FOR GROUND BOND TO STEEL ONLY. INSERT A TOOTH WASHER BETWEEN LUG & STEEL, COAT ALL SURFACES W/ KOPR-SHIELD.
2. ALL HOLES ARE COUNTERSUNK 1/16".
3. USE "NO-OX-ID, A-SPECIAL, Electrical Grade" BY SANCHEM Inc. OR EQUIVALENT ON ALL MECHANICAL CONNECTIONS; APPLY PER MANUFACTURER INSTRUCTIONS.
4. ATTACH TOWER GROUND BARS DIRECTLY TO TOWER WITH ISOLATORS.

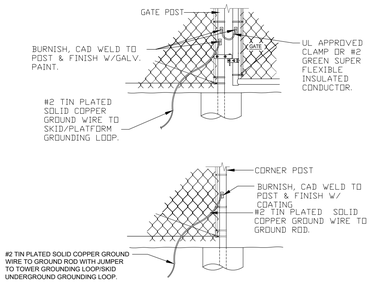


6 | TOWER GROUND BAR DETAIL | SCALE: N.T.S.



7 | GROUNDING LOOP TRENCH | SCALE: N.T.S.

INTERMEDIATE FENCE POST NOTE:
IF AN INTERMEDIATE FENCE POST IS WITHIN 6' OF A GROUNDED METALLIC OBJECT THE INTERMEDIATE FENCE POST SHALL BE GROUNDED TO THE EARTH GROUND RING PER NEC.



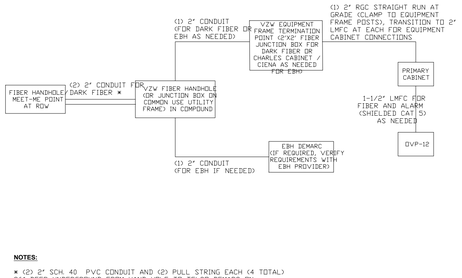
8 | FENCE POST GROUNDING DETAIL | SCALE: N.T.S.

verizon

Preventing Theft of Grounding Conductors Above Grade

- Crimp metallic conduit around the conductor.
- Greatly reduces scrap value due to lower value metals mixed in with the copper.
- Reports from field show this method to be highly affective.

9 | COPPER PROTECTION | SCALE: N.T.S.



NOTES:

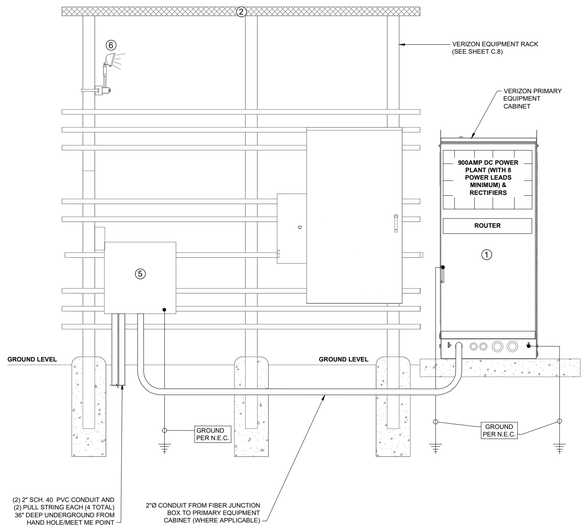
× (2) 2" SCH. 40 PVC CONDUIT AND (2) PULL STRING EACH (4 TOTAL) 36" DEEP UNDERGROUND FROM HAND HOLE TO TELCO DEMARC ON EQUIPMENT RACK

10 | TELCO SINGLE-LINE DIAGRAM | SCALE: N.T.S.

EQUIPMENT LIST:

1. PRIMARY CABINET
2. ICE BRIDGE
3. ILC CABINET (WITH CAMLOCK IF NEEDED)
4. NOT USED
5. TELCO CABINET (2'x2' MIN.)
6. LED LIGHT

NOTE: PRIMARY CABINET CONTAINS 900 AMP DC POWER PLANT WITH 8 POWER LEADS MINIMUM.



11 | TELCO RISER DIAGRAM | SCALE: N.T.S.

NOT USED

FOR CITY OF COLLEGE STATION USE ONLY

APPLICANT:

HEMPHILL

HEMPHILL, LLC
1305 N LOUISVILLE AVE.
TULSA, OK 74115

ENGINEER:

3DD&E

3D DESIGN & ENGINEERING, INC.
CIVIL, STRUCTURAL & ELECTROMECHANICAL ENGINEERING
21502 E WINTER VIOLET CT
CYPRESS, TEXAS 77433
PHONE: 832-431-8629
WWW.3DDNE.COM
FIRM # F-13381

STATE OF TEXAS
NABIL MIMOUNI
93050
LICENSED
PROFESSIONAL ENGINEER

3D Design & Engineering, Inc.
Registration # F-13381

SITE NAME & SHEET DESCRIPTION:

EMERALD PARKWAY
CABINETS & GENERATOR SPECIFICATIONS

SITE LOCATION INFORMATION:

ADDRESS: 1593 SEBESTA RD, COLLEGE STATION, TX 77845

LEGAL DESCRIPTION: LOT 5, CENTURY HILL DEVELOPMENT (PER PLAT VOLUME 7623, PAGE 231, BRAZOS COUNTY OFFICIAL PUBLIC RECORDS).

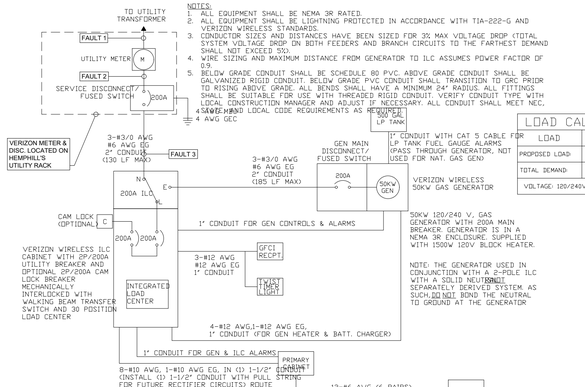
LAND OWNER NAME: SEBESTA ROAD LLC

LAND OWNER CONTACT: 979-224-1790

DATE OF CREATION: 8-24-2020

REV NO:	REV DESCRIPTION:	REV DATE:

SHEET NO 10 OF 11 SHEETS



NOTES:
1. ALL EQUIPMENT SHALL BE NEMA 3R RATED.
2. ALL EQUIPMENT SHALL BE LIGHTNING PROTECTED IN ACCORDANCE WITH TIA-222-G AND VERIZON WIRELESS STANDARDS.
3. CONDUCTOR SIZES AND DISTANCES HAVE BEEN SIZED FOR 3% MAX VOLTAGE DROP (TOTAL SYSTEM VOLTAGE DROP ON BOTH FEEDERS AND BRANCH CIRCUITS TO THE FARTHEST DEMAND SHALL NOT EXCEED 5%).
4. WIRE SIZING AND MAXIMUM DISTANCE FROM GENERATOR TO ILC ASSUMES POWER FACTOR OF 0.9.
5. BELOW GRADE CONDUIT SHALL BE SCHEDULE 80 PVC. ABOVE GRADE CONDUIT SHALL BE GALVANIZED RIGID CONDUIT. BELOW GRADE PVC CONDUIT SHALL TRANSITION TO GRC PRIOR TO RISING ABOVE GRADE. ALL BENDS SHALL HAVE A MINIMUM 24" RADIUS. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH THREADED RIGID CONDUIT. VERIFY CONDUIT TYPE WITH LOCAL CONSTRUCTION MANAGER AND ADJUST IF NECESSARY. ALL CONDUIT SHALL MEET NEC, STATE AND LOCAL CODE REQUIREMENTS AS REQUIRED.

LOAD CALCULATION	
LOAD	AMPS
PROPOSED LOAD:	200.0
TOTAL DEMAND:	200.0

VOLTAGE: 120/240V SINGLE PHASE 3W

PANEL NAME:	V2W ILC			MODEL NUMBER:	ASCO D300L SERIES							
RATED VOLTAGE:	240	120	VOLTS	PHASE/WIRE:	1	3						
MAIN BREAKER:	200	AMPS		BUS RATING:	200		KEY DOOR LATCH:	YES				
MOUNT:	SURFACE			NEUTRAL BAR:	YES		HINGED DOOR:	YES				
ENCLOSURE TYPE:	NEMA 3R			AIC:	65K							

POS	USAGE FACTOR	BUS AMPS L1	BUS AMPS L2	LOAD	POLES	AMPS	L1	L2	AMPS	POLES	LOAD	BUS AMPS L1	BUS AMPS L2	USAGE FACTOR	POS
1	1	11		RECTIFIER (1 NE375AC48ATEZ	2	30A			30A	2	RECTIFIER (1 NE375AC48ATEZ	11		1	2
3	1		11										11	1	4
5	1	11		RECTIFIER (1 NE375AC48ATEZ	2	30A			30A	2	RECTIFIER (1 NE375AC48ATEZ	11		1	6
7	1		11										11	1	8
9	1	11		RECTIFIER (1 NE375AC48ATEZ	2	30A			30A	2	RECTIFIER (1 NE375AC48ATEZ	11		1	10
11	1		11										11	1	12
13	1	11		RECTIFIER (1 NE375AC48ATEZ	2	30A			30A	2	RECTIFIER (1 NE375AC48ATEZ	11		1	14
15	1		11										11	1	16
17	1.25	10		GFI RECEPT. /TWIST TIMER LIGHT	1	20A									18
19	1		14	BATT. CHARGER	1	20A									20
21															22
23															24
25															26
27															28
29															30
		54	58	SUB TOTAL AMPS							SUB TOTAL AMPS:	44	44		
											FACTORED TOTAL AMPS:	98	102		

NOTES:
1. ALL CONDUCTORS ARE TYPE THWN (75°C) COPPER.
2. MAXIMUM LENGTH OF RUN FOR RECTIFIER CIRCUITS IS 58FT.
3. ASCO INTEGRATED LOAD CENTER INCLUDES 200 AMP MAIN DISCONNECT AND TRANSFER SWITCH FOR PORTABLE OR PERMANENT GENERATOR.
4. RECTIFIER LOADS ARE CONSIDERED TO BE NON-CONTINUOUS.
5. IF ADDITIONAL FUTURE LOADS ARE ADDED WHICH CAUSE TOTAL DEMAND TO EXCEED GENERATOR BREAKER SIZE, BACKUP POWER SYSTEM SHALL BE EVALUATED AND UPGRADED AS NECESSARY.

PANEL SCHEDULE

1 VERIZON WIRELESS - ELECTRICAL ONE-LINE DIAGRAM & POWER PANEL SCHEDULE — SCALE: N.T.S.

GENERAL NOTES:

A. ALL WORKS AND MATERIALS SHALL BE IN ACCORDANCE WITH THE NATIONAL ELECTRICAL CODE (EDITION ENFORCED BY LOCAL AUTHORITY), AND ALL APPLICABLE STATE AND LOCAL LAWS AND REGULATIONS. NOTHING IN THESE PLANS OR SPECIFICATIONS SHALL BE CONSTRUCTED AS TO PERMIT WORK NOT CONFORMING TO THE MOST STRINGENT OF THESE CODES. SHOULD CHANGES BE NECESSARY FOR THE DRAWINGS OR SPECIFICATIONS TO MAKE THE WORK COMPLY WITH THESE REQUIREMENTS, THE CONTRACTOR SHALL IMMEDIATELY (SPECIALLY BEFORE BIDDING SUBMITTAL) NOTIFY THE ENGINEER IN WRITING AND CEASE WORK ON PARTS OF THE CONTRACT WHICH ARE AFFECTED.

B. THE CONTRACTOR SHALL MAKE A SITE VISITATION PRIOR TO BIDDING AND CONSTRUCTION TO VERIFY ALL EXISTING CONDITIONS AND SHOULD NOTIFY THE ENGINEER IMMEDIATELY UPON DISCOVERY OF ANY DISCREPANCIES. THE CONTRACTOR ASSUMES ALL LIABILITY FOR FAILURE TO COMPLY WITH THIS PROVISION.

C. THE EXTENT OF THE WORK IS INDICATED BY THE DRAWINGS, SCHEDULES, AND THIS SPECIFICATION AND IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT. THE WORK SHALL CONSIST OF FURNISHING ALL LABOR, EQUIPMENT, MATERIALS AND SUPPLIES NECESSARY FOR A COMPLETE AND OPERATIONAL ELECTRICAL SYSTEM. INCLUDING WORK NOT SPECIFICALLY MENTIONED OR SHOWN ON THE CONTRACT DOCUMENTS BUT ARE NECESSARY FOR A COMPLETE AND OPERATIONAL SYSTEM.

D. THE DRAWINGS INDICATE DIAGRAMMATICALLY OF THE DESIRED LOCATIONS OR ARRANGEMENTS OF THE CONDUIT RUNS, OUTLETS, EQUIPMENT, ETC. AND SHALL BE FOLLOWED IN EXECUTING THE WORK SO AS TO SECURE THE BEST POSSIBLE INSTALLATION IN THE AVAILABLE SPACE LIMITATIONS.

E. FEEDER AND BRANCH CIRCUITS SHALL BE RUN IN EMT FOR INDOOR PROTECTED LOCATIONS ONLY. FEEDER AND BRANCH CIRCUITS RUN IN NONMETALLIC CONDUIT SHALL INCLUDE A CODE SIZED EQUIPMENT GROUNDING CONDUCTOR HAVING GREEN INSULATION. THE EQUIPMENT GROUND CONDUCTOR SHALL BE PROPERLY CONNECTED TO MAINTAIN ELECTRICAL CONTINUITY.

F. WIRING SHALL BE COPPER TYPE THWN-2.

G. ALL DIRECT BURIED GROUNDING CONDUCTORS SHALL BE #2 AWG STRANDED GREEN INSULATED COPPER WIRE.

H. ALL NON-DIRECT BURIED TELEPHONE EQUIPMENT GROUNDING CONDUCTORS SHALL BE #2 AWG STRANDED GREEN INSULATED COPPER WIRE.

I. ALL TELEPHONE EQUIPMENT GROUNDING CONNECTIONS AND SPLICES SHALL BE MADE WITH BURNDY "HY-GROUND" CONNECTORS EXCEPT WHERE NOTED OTHERWISE

J. PAINT AT ALL GROUND CONNECTIONS SHALL BE REMOVED.

K. CONTRACTOR SHALL CHECK RESISTANCE BETWEEN GROUNDING (ELECTRODES AND COLD WATER PIPING) AND TELEPHONE EQUIPMENT. MAXIMUM RESISTANCE SHALL NOT EXCEED 3 OHMS.

L. UTILITY SERVICE REQUIREMENTS ARE SHOWN ON THE DRAWINGS BASED ON INFORMATION AVAILABLE AT THE TIME AND ARE NOT GUARANTEED.

M. DISCONNECTS SHALL BE HEAVY DUTY - MIN. 10,000 AIC RATING. ACCEPTABLE MANUFACTURERS: G.E., SQUARE D, WESCO/CUTLER HAMMER OR SIEMENS.

N. PVC SCHEDULE 40 MAY BE USED AS PERMITTED BY CODE IN LIEU OF RIGID STEEL CONDUIT FOR UNDERGROUND APPLICATIONS ONLY. INSTALL A CODE SIZED INSULATED BONDED EQUIPMENT GROUND CONDUCTOR (GREEN). USE RIGID STEEL 90° ELBOWS.

O. REFER TO GROUNDING NOTES ON SHEET G. ELECTRICAL CONTRACTOR MUST REVIEW EQUIPMENT GROUNDING GUIDELINE FOR CELLULAR RADIO INSTALLATIONS AND CONFORM TO RECOMMENDATIONS THEREIN.

P. ELECTRICAL EQUIPMENT, CIRCUIT PROTECTIVE DEVICES, BUSSING AND SWITCHES SHALL BE RATED TO INTERRUPT OR WITHSTAND SHORT CIRCUIT FAULTS GREATER THAN THE AVAILABLE FAULT CURRENT.

ELECTRICAL NOTES:

1. CONTRACTOR SHALL REMOVE ALL TEMPORARY GROUNDING PROVIDED DURING TOWER INSTALLATION AND REPLACE WITH PERMANENT GROUNDING PER THE GROUNDING PLAN AND DETAILS.
2. CONTRACTOR SHALL PROVIDE ALL TEMPORARY POWER ON JOB SITE INCLUDING SERVICE POLE, ENTRY CONDUCTORS, METER, AND DISCONNECTS AS REQUIRED. IF POWER COMPANY TEMPORARY SERVICE IS NOT AVAILABLE, CONTRACTOR SHALL PROVIDE A 10KW MIN. SIZE GENERATOR TO SUPPLY DEMAND.
3. ALL ELECTRICAL WIRING SHALL, INCLUDING EQUIPMENT AND CONDUIT BONDING, BE INSTALLED IN ACCORDANCE WITH THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE AND ALL OTHER CODES HAVING JURISDICTION.
4. ALL WIRE IN ALL SERVICE AREAS SHALL BE TYPE THWN-2 COPPER, MINIMUM SIZE #12 AWG. EXCEPT CONTROL WIRING. ALL WIRE UNDERGROUND AND IN WET SERVICE AREAS SHALL BE TYPE THWN-2 COPPER, MINIMUM SIZE #12 AWG. EXCEPT CONTROL WIRING.
5. ELECTRICAL CONTRACTOR SHALL COORDINATE DROP POLE SET WITH LOCAL UTILITY COMPANY.
6. CONTRACTOR SHALL FILL TRENCH EXCAVATIONS AS NOTED IN "EXCAVATION AND FILL SPECIFICATIONS" IN THESE DOCUMENTS. EXTERIOR CONDUIT TO BE RGS AT 18" BELOW GRADE EXCEPT IN AREAS OF VEHICLE TRAFFIC WHERE IT SHALL BE 24" BELOW GRADE.
7. INSTALL PULL BOXES AS REQUIRED BY N.E.C..

2 ELECTRICAL NOTES — SCALE: N.T.S.

FAULT #1 CURRENT ANALYSIS	
COPPER CONDUCTORS IN MAGNETIC CONDUIT	
AVAILABLE FAULT CURRENT (AMPS)	3623
LENGTH OF SERVICE LATERAL (FT)	3
CONDUCTOR SIZE	3/0
CONDUIT SIZE	2"
CONDUIT MATERIAL	PVC
SYSTEM VOLTAGE	240
NUMBER OF CONDUCTORS PER PHASE	3
"C" VALUE FOR SERVICE CONDUCTORS	12844
"X" FACTOR	0.057
CALCULATION OF MULTIPLIER "M" M=1/(1+f)	0.959
AVAILABLE FAULT CURRENT AT METER ("M") * (AVAILABLE FAULT CURRENT)	3598

FAULT #2 CURRENT ANALYSIS	
COPPER CONDUCTORS IN MAGNETIC CONDUIT	
AVAILABLE FAULT CURRENT (AMPS)	3598
LENGTH OF SERVICE LATERAL (FT)	3
CONDUCTOR SIZE	3/0
CONDUIT SIZE	2"
CONDUIT MATERIAL	PVC
SYSTEM VOLTAGE	240
NUMBER OF CONDUCTORS PER PHASE	3
"C" VALUE FOR SERVICE CONDUCTORS	12844
"X" FACTOR	0.057
CALCULATION OF MULTIPLIER "M" M=1/(1+f)	0.959
AVAILABLE FAULT CURRENT AT METER ("M") * (AVAILABLE FAULT CURRENT)	3573

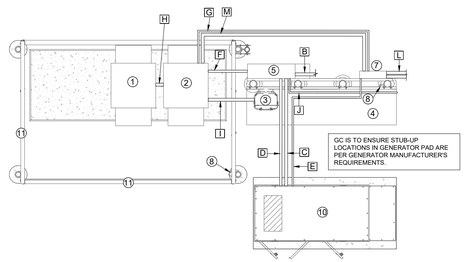
FAULT #3 CURRENT ANALYSIS	
COPPER CONDUCTORS IN MAGNETIC CONDUIT	
AVAILABLE FAULT CURRENT (AMPS)	3573
LENGTH OF SERVICE LATERAL (FT)	50
CONDUCTOR SIZE	3/0
CONDUIT SIZE	2"
CONDUIT MATERIAL	PVC
SYSTEM VOLTAGE	240
NUMBER OF CONDUCTORS PER PHASE	3
"C" VALUE FOR SERVICE CONDUCTORS	12844
"X" FACTOR	0.1335
CALCULATION OF MULTIPLIER "M" M=1/(1+f)	0.896
AVAILABLE FAULT CURRENT AT METER ("M") * (AVAILABLE FAULT CURRENT)	3202

AVAILABLE FAULT CURRENT LABELING

IN LIEU OF THE MAXIMUM AVAILABLE FAULT CURRENT MARKING AS REQUIRED BY 110.24, A PERMANENTLY AFFIXES LABEL SHALL BE APPLIED WITH THE AVAILABLE FAULT CURRENT AT THE TIME OF INSTALLATION AND THE CALCULATION REPORT DATE. LABEL SHALL BE 2"x3" IN SIZE WITH BLACK LETTERING ON CONTRASTING BACKGROUND. THIS LABEL SHALL ALSO INCLUDE THE DATE OF THE CALCULATION.

3 VERIZON - FAULT CURRENT CALCULATIONS — SCALE: N.T.S.

NOTE: SCH40 PVC FOR ALL UNDERGROUND CONDUIT RUNS.
SCH80 PVC FOR HIGH TRAFFIC AREAS AND ELBOWS AT STUB UP LOCATIONS.
RGC CONDUIT REQUIRED FOR ABOVE GROUND CONDUITS.



GC IS TO ENSURE STUB-UP LOCATIONS IN GENERATOR PAD ARE PER GENERATOR MANUFACTURER'S REQUIREMENTS.

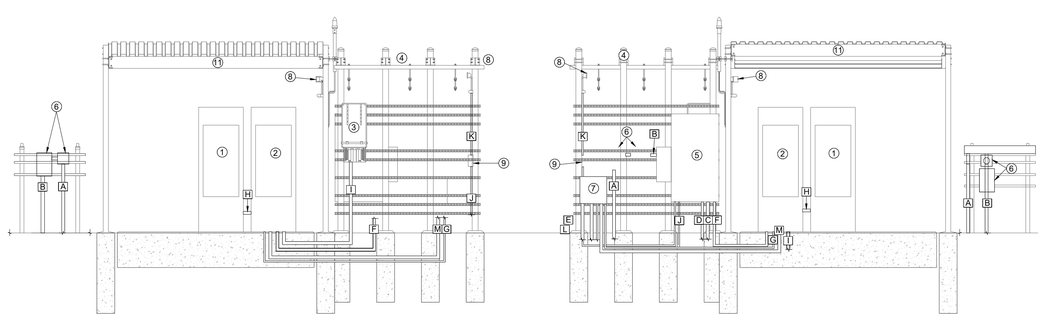
EQUIPMENT LIST:

1. BATTERY CABINET
2. PRIMARY EQUIPMENT CABINET
3. OVP-12
4. ICE BRIDGE
5. ILC CABINET (WITH CAMLOCK IF NEEDED)
6. METER & DISCONNECT
7. TELCO CABINET (2'x2' MIN.)
8. LED LIGHT
9. GFCI
10. DIESEL FUELED GENERATOR
11. EQUIPMENT AWNING

CONDUIT LEGEND:

- A TO UTILITY TRANSFORMER (CONDUIT & WIRES SIZE VARY).
- B Ø2" RGC WITH 3-3/0 KCML & 1-#6 AWG (130 L.FT. MAX.)."
- C Ø1 1/2" RGC WITH 3-1/0 KCML & 1-#6 AWG (185 L. FT. MAX.).
- D Ø1" RGC WITH 4-12 AWG & 1-12 AWG E.G. FOR GENERATOR HEATER & BATTERY CHARGER).
- E Ø1" RGC FOR GENERATOR CONTROLS & ALARMS.
- F Ø1 1/2" RGC WITH 8-#10 AWG & 1-10 AWG E.G. WITH PULL STRING FOR RECTIFIER CIRCUITS.
- G Ø1" RGC FOR GENERATOR & ILC ALARMS.
- H Ø2" LMFC (FLEXIBLE CONDUIT) WITH 6-2/0 KCML & 1-SHIELDED CAT 5 FOR ALARM (PER MANUFACTURER SPECIFICATIONS).
- I Ø2" RGC, TRANSITION TO Ø2" LMFC AT OVP CONNECTION FOR HYBRID CABLE.
- J Ø1" RGC WITH 3-#12 AWG & 1-12 AWG E.G. FOR GFCI & LIGHT.
- K Ø1" RGC WITH 3-#12 AWG & 1-12 AWG E.G. FOR LIGHT.
- L (2) Ø2" PVC SCH. 40 CONDUIT WITH INNERDUCT & 3/4" MULE TAPE TO HAND HOLE.
- M Ø2" RGC, TRANSITION TO Ø2" LMFC AT EACH EQUIPMENT CONNECTION FOR OPTICAL FIBER.

4 CONDUIT PLUMBING PLAN — SCALE: 1/4" = 1'-0"

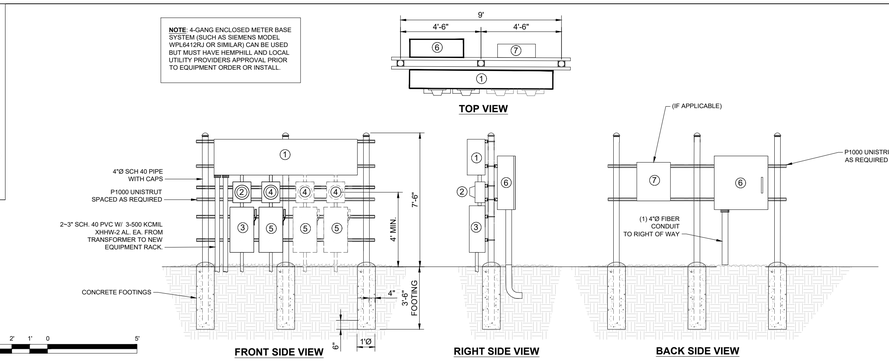


5 CONDUIT PLUMBING ELEVATIONS — SCALE: 1/4" = 1'-0"

EQUIPMENT LIST:

1. 12"X24"X8' BUSSED GUTTER 800A 4W N3R
2. 100AMP METER SOCKET (FOR TOWER LIGHTING)
3. HEMPHILL NSR 2P 3W 240V LOAD CENTER WITH MAIN DISCONNECT, (2) 20AMP BREAKERS & WEATHERPROOF GFCI FOR TOWER LIGHTING.
4. 200 AMP METER SOCKET (1 + 2 FUTURE)
5. 200A FUSED HD DISCONNECT N3R 2P 3W 240V 200A FUSES LOCKABLE (1 + 2 FUTURE)
6. 3'X3' TELCO CABINET
7. TOWER LIGHT CONTROL BOX (IF APPLICABLE)

NOTE: 4-GANG ENCLOSED METER BASE SYSTEM (SUCH AS SIEMENS MODEL WPL6412RJ OR SIMILAR) CAN BE USED BUT MUST HAVE HEMPHILL AND LOCAL UTILITY PROVIDERS APPROVAL PRIOR TO EQUIPMENT ORDER OR INSTALL.



6 HEMPHILL'S POWER/TELCO H-FRAME DETAILS — SCALE: 1/4" = 1'

ELECTRIC SERVICE NOTES:

ALL ELECTRICAL EQUIPMENT SHALL BE INSTALLED IN CONFORMANCE WITH NFPA 70 (LATEST REVISION). THE RESPECTIVE EQUIPMENT MANUFACTURER'S DIRECTIONS AND ALL OTHER APPLICABLE LOCAL CODES, LAWS, ORDINANCES AND REQUIREMENTS IN FORCE. ANY INSTALLATION WHICH WOULD VOID THE U.L. LISTING (OR OTHER THIRD PARTY LISTING) AND/OR THE MANUFACTURER'S WARRANTY OF A DEVICE SHALL NOT BE PERMITTED.

COORDINATE ELECTRIC SERVICE WITH LOCAL POWER UTILITY COMPANY. COORDINATE WITH UTILITY FOR METER TYPE AND CONNECTION.

ALL CONDUIT SHALL BE SEALED WATERTIGHT UNTIL FINAL TERMINATIONS ARE MADE.

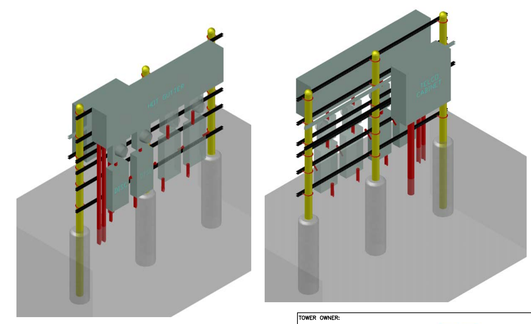
PROVIDE PULL CORD IN ALL CONDUITS. SECURE AT EACH END.

ADJUST DEPTH OF CONDUITS TO PASS ABOVE GROUNDING SYSTEM.

PROVIDE 18 INCH (MIN.) RADIUS ELBOWS FOR ALL BENDS.

PROVIDE PHENOLIC ENGRAVED NAMEPLATES AT THE SERVICE DISCONNECT LABELED: "SERVICE DISCONNECT" & "NOTE ENGINE GENERATOR NEUTRAL IS ALSO BONDED TO GROUND AT THE SERVICE DISCONNECT." PROVIDE ADDITIONAL NAMEPLATES NOTING TYPE AND LOCATION OF STANDBY POWER SOURCE.

7 PRIMARY POWER - ELECTRICAL ONE LINE DIAGRAM — SCALE: N.T.S.



8 POWER/TELCO H-FRAME PERSPECTIVES — SCALE: N.T.S.

NOT USED

TOWER OWNER:

HEMPHILL

HEMPHILL, LLC
1305 N LOUISVILLE AVE.
TULSA, OK 74115

CELL CARRIER:

verizon

14123 CICERO ROAD
HOUSTON, TX 77095
PHONE: (713) 507-1650
FAX: (713) 507-1618

ENGINEER:

3D DESIGN & ENGINEERING, INC.
CIVIL STRUCTURAL & ELECTRONICAL ENGINEERING
21502 E WINTER VIOLET CT
CYPRESS, TEXAS 77433
PHONE: 832-431-8629
WWW.3DDNE.COM
FIRM # F-13381

REGISTERED PROFESSIONAL ENGINEER
WASIL MIMOUNI
93050
LICENSED
PROFESSIONAL

3D Design & Engineering, Inc.
Registration # F-13381

SITE NAME & SHEET DESCRIPTION:

EMERALD PARKWAY
CABINETS & GENERATOR SPECIFICATIONS

SITE LOCATION INFORMATION:

ADDRESS: 1593 SEBESTA RD, COLLEGE STATION, TX 77845

LEGAL DESCRIPTION: LOT 5, CENTURY HILL DEVELOPMENT (PER PLAT VOLUME 7623, PAGE 231, BRAZOS COUNTY OFFICIAL PUBLIC RECORDS).

LAND OWNER NAME: SEBESTA ROAD LLC

LAND OWNER CONTACT: 979-224-1790

DATE OF CREATION: 8-24-2020

REV NO:	REV DESCRIPTION:	REV DATE:

SHEET NO 11 OF 11 SHEETS

FOR CITY OF COLLEGE STATION USE ONLY

verizon

FORESIGHT COMMUNICATIONS, LLC

PHOTO-SIMULATION **(After)**

New Build - Emerald Pkwy-HGCW-TX

Facing East Towards The Site

1595 Sebesta Road
College Station, TX
77845

verizon

FORESIGHT COMMUNICATIONS, LLC

PHOTO-SIMULATION **(After)**

New Build - Emerald Pkwy-HGCW-TX
Facing North Towrad The Site

1595 Sebesta Road
College Station, TX
77845

verizon

FORESIGHT COMMUNICATIONS, LLC

PHOTO-SIMULATION **(After)**

New Build - Emerald Pkwy-HGCW-TX

Facing South Towards The Site

1595 Sebesta Road
College Station, TX
77845

verizon

FORESIGHT

PHOTO-SIMULATION (After)

New Build - Emerald Pkwy-HGCW-TX

Facing Southwest Towards The Site From Nearest Residence (1200 Foxfire Drive, College Station, TX 77845

1595 Sebesta Road
College Station, TX
77845

verizon

FORESIGHT COMMUNICATIONS, INC.

PHOTO-SIMULATION **(After)**

New Build - Emerald Pkwy-HGCW-TX

Facing West Toward The Site

1595 Sebesta Road
College Station, TX
77845

January 11, 2024
Item No. 8.2.
Abandonment of PUEs - 100 Church Avenue

Sponsor: Parker Mathews

Reviewed By CBC: N/A

Agenda Caption: Public Hearing, presentation, discussion, and possible action regarding an ordinance abandoning two public utility easements located in Lots 1, 2, 5, And 6, Block 10, W. C. Boyett Estate Partition, according to the plat recorded in Volume 100, Page 440 of the Deed Records of Brazos County, Texas and being the same public utility easements described in Volume 13764, Page 29 and Volume 14277, Page 128 of the Official Public Records of Brazos County, Texas.

Relationship to Strategic Goals:
Core Services & Infrastructure
Diverse & Growing Economy

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

Summary: The two public utility easement abandonments are being requested by the applicant as a desire to develop a mixed-use building on this property. The originally dedicated easement was used for sanitary sewer, but is no longer needed.

Budget & Financial Summary: N/A

Attachments:
1. PUE Aband Ord Church Patricia 1st Street
2. Vicinity Map
3. Location Map
4. Application

ORDINANCE NO. _____

AN ORDINANCE MAKING CERTAIN AFFIRMATIVE FINDINGS AND VACATING AND ABANDONING TWO PUBLIC UTILITY EASEMENTS LOCATED IN LOTS 1, 2, 5, AND 6, BLOCK 10, W. C. BOYETT ESTATE PARTITION, ACCORDING TO THE PLAT RECORDED IN VOLUME 100, PAGE 440 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS AND BEING THE SAME PUBLIC UTILITY EASEMENTS DESCRIBED IN VOLUME 13764, PAGE 29 AND VOLUME 14277, PAGE 128 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 two public utility easements, said easements being those described in Volume 13764, Page 29 and Volume 14277, Page 128 of the Official Public Records of Brazos County, Texas, and as described in **Exhibit "A", Exhibit "B",** and as shown in **Exhibit "C"** attached hereto (such easements hereinafter collectively referred to as the "Public Utility Easement"); and

WHEREAS, in order for the Public Utility Easements to be vacated and abandoned by the City Council of the City of College Station, Texas, the City Council must make certain affirmative findings; now therefore,

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

PART 1: That after opening and closing a public hearing, the City Council finds the following pertaining to the vacating and abandoning of the Public Utility Easements described in **Exhibit "A", Exhibit "B",** and as shown in **Exhibit "C",** attached hereto and made a part of this ordinance for all purposes.

1. Abandonment of the Public Utility Easements will not result in property that does not have access to public roadways or utilities.

2. There is no public need or use for the Public Utility Easements.

3. There is no anticipated future public need or use for the Public Utility Easements.

4. Abandonment of the Public Utility Easements will not impact access for all public utilities to serve current and future customers.

PART 2: That the Public Utility Easement as described in **Exhibit "A", Exhibit "B",** and as shown in **Exhibit "C"** be abandoned and vacated by the City.

PASSED, ADOPTED and APPROVED this 11th day of January, 2024.

ATTEST: **APPROVED:**

_____ _____

City Secretary **Mayor**

APPROVED:

_____

City Attorney

Exhibit A

METES AND BOUNDS DESCRIPTION
OF A
10' PUBLIC UTILITY EASEMENT
W. C. BOYETT ESTATE PARTITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF A 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING PORTIONS OF THE REMAINDER OF LOT 1, THE REMAINDER OF LOT 2, AND LOT 6, BLOCK 10, W. C. BOYETT ESTATE PARTITION ACCORDING TO THE PLAT RECORDED IN VOLUME 100, PAGE 440 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEAST LINE OF SAID LOT 6 AND THE NORTHWEST LINE OF PATRICIA STREET (UNDEVELOPED), FOR REFERENCE A 5/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID LOT 6 BEARS: S 41° 42' 13" W FOR A DISTANCE OF 0.40 FEET. COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF BRYAN CONTROL MONUMENT GPS-68 (N:10212354.95, E:3548790.17) AND AS ESTABLISHED BY GPS OBSERVATION;

THENCE: N 71° 52' 47" W THROUGH SAID LOTS 1, 2 AND 6 FOR A DISTANCE OF 99.90 FEET TO A POINT ON THE SOUTHEAST LINE OF AN EXISTING 7.5 FOOT PUBLIC UTILITY EASEMENT AS DESCRIBED IN VOLUME 13764, PAGE 29 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

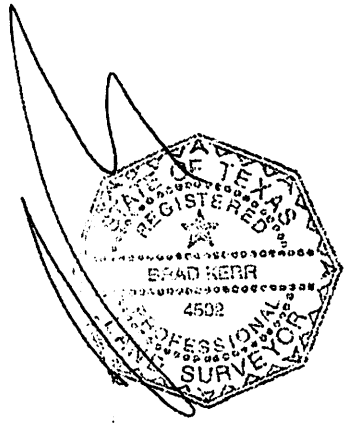
THENCE: N 41° 44' 24" E CONTINUING THROUGH SAID REMAINDER OF LOT 2 AND ALONG THE SOUTHEAST LINE OF SAID EXISTING EASEMENT FOR A DISTANCE OF 10.91 FEET;

THENCE: S 71° 52' 47" E CONTINUING THROUGH SAID LOT 2 AND SAID LOTS 1 AND 6 FOR A DISTANCE OF 99.89 FEET TO A POINT OF THE SOUTHEAST LINE OF SAID LOT 6 AND THE NORTHWEST LINE OF PATRICIA STREET;

THENCE: S 41° 42' 13" W ALONG THE SOUTHEAST LINE OF SAID LOT 6 FOR A DISTANCE OF 10.91 FEET TO THE **POINT OF BEGINNING** CONTAINING 999 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND AUGUST 2017. SEE PLAT PREPARED AUGUST 2017, FOR MORE DESCRIPTIVE INFORMATION. DISTANCES SHOWN HEREIN ARE GRID DISTANCES. TO DETERMONE SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000108063202214 (CALCULATED USING GEOID12A).

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4502

\\JOBS\17-485\17-485B.docx



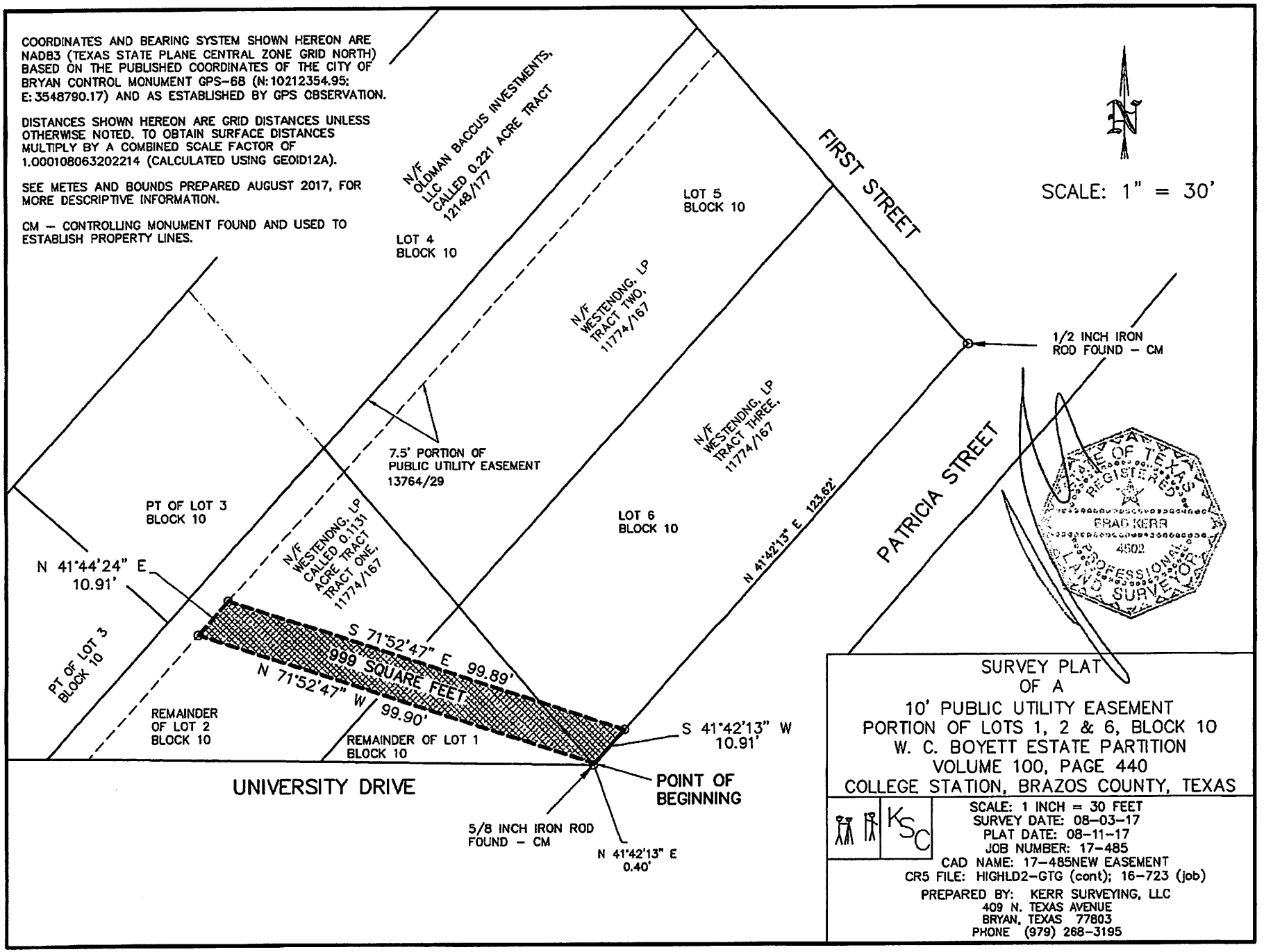

COORDINATES AND BEARING SYSTEM SHOWN HEREON ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF BRYAN CONTROL MONUMENT GPS-68 (N:10212354.95; E:3548790.17) AND AS ESTABLISHED BY GPS OBSERVATION.
DISTANCES SHOWN HEREON ARE GRID DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000108063202214 (CALCULATED USING GEOID12A).
SEE METES AND BOUNDS PREPARED AUGUST 2017, FOR MORE DESCRIPTIVE INFORMATION.
CM - CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY LINES.
N/F OLDMAN BACCUS INVESTMENTS, LLC CALLED 0.221 ACRE TRACT 12148/177
LOT 4 BLOCK 10
LOT 5 BLOCK 10
FIRST STREET
SCALE: 1" = 30'
N/F WESTENDNG, LP TRACT TWO, 11774/167
1/2 INCH IRON ROD FOUND - CM
7.5' PORTION OF PUBLIC UTILITY EASEMENT 13764/29
N/F WESTENDNG, LP TRACT THREE, 11774/167
PATRICIA STREET
PT OF LOT 3 BLOCK 10
N/F WESTENDNG, LP CALLED 0.1131 ACRE TRACT TRACT ONE, 11774/167
LOT 6 BLOCK 10
N 41°42'13" E 123.62'
N 41°44'24" E 10.91'
S 71°52'47" E 99.89'
999 SQUARE FEET
N 71°52'47" W 99.90'
PT OF LOT 3 BLOCK 10
REMAINDER OF LOT 2 BLOCK 10
REMAINDER OF LOT 1 BLOCK 10
S 41°42'13" W 10.91'
UNIVERSITY DRIVE
POINT OF BEGINNING
5/8 INCH IRON ROD FOUND - CM
N 41°42'13" E 0.40'
STATE OF TEXAS
REGISTERED
BRAD KERR
4602
PROFESSIONAL
SURVEYOR
SURVEY PLAT
OF A
10' PUBLIC UTILITY EASEMENT
PORTION OF LOTS 1, 2 & 6, BLOCK 10
W. C. BOYETT ESTATE PARTITION
VOLUME 100, PAGE 440
COLLEGE STATION, BRAZOS COUNTY, TEXAS
KSC
SCALE: 1 INCH = 30 FEET
SURVEY DATE: 08-03-17
PLAT DATE: 08-11-17
JOB NUMBER: 17-485
CAD NAME: 17-485NEW EASEMENT
CR5 FILE: HIGHLD2-GTG (cont); 16-723 (job)
PREPARED BY: KERR SURVEYING, LLC
409 N. TEXAS AVENUE
BRYAN, TEXAS 77803
PHONE (979) 268-3195

Exhibit B

METES AND BOUNDS DESCRIPTION
OF A
PROPOSED UTILITY EASEMENT
W. C. BOYETT ESTATE PARTITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF LOT 2 AND A PORTION OF LOTS 5 AND 6, BLOCK 10, W. C. BOYETT ESTATE PARTITION ACCORDING TO THE PLAT RECORDED IN VOLUME 100, PAGE 440 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. SAID LOTS BEING THE SAME TRACTS OF LAND AS DESCRIBED AS TRACTS ONE, TWO AND THREE BY A DEED TO WESTENDNG, LP RECORDED IN VOLUME 11774, PAGE 167 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT (N:10210461.288, E:3549750.531) ON THE SOUTHEAST LINE OF SAID LOT 6 AND THE NORTHWEST LINE OF PATRICIA STREET (UNDEVELOPED). FOR REFERENCE, A 5/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID LOT 6 BEARS: S 41° 42' 13" W FOR A DISTANCE OF 6.42 FEET. COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF BRYAN CONTROL MONUMENT GPS-68 (N:10212354.95, E:3548790.17) AND AS ESTABLISHED BY GPS OBSERVATION;

THENCE: N 42° 46' 25" W THROUGH SAID LOTS 5 AND 6 FOR A DISTANCE OF 91.95 FEET TO A POINT;

THENCE: S 41° 44' 24" W THROUGH SAID LOTS 2 AND 5 FOR A DISTANCE OF 94.38 FEET TO A POINT ON THE NORTH LINE OF UNIVERSITY DRIVE AND THE SOUTH LINE OF SAID REMAINDER OF LOT 2;

THENCE: N 89° 07' 03" W ALONG THE SOUTH LINE OF SAID REMAINDER OF LOT 2 FOR A DISTANCE OF 9.92 FEET TO A ½ INCH IRON ROD SET MARKING THE SOUTHWEST CORNER OF SAID REMAINDER OF LOT 2 AND THE SOUTHEAST CORNER OF A CALLED 0.072 ACRE TRACT OF LAND AS DESCRIBED AS A PORTION OF THE REMAINDER OF LOT 3 OF SAID BLOCK 10, BY A DEED TO ARTESIAN ASSETS, LLC RECORDED IN VOLUME 8303, PAGE 180 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 41° 44' 24" E ALONG THE COMMON LINE OF SAID LOTS 2 AND 3 FOR A DISTANCE OF 43.55 FEET TO A ½ INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID 0.072 ACRE TRACT AND THE SOUTH CORNER OF A CALLED 0.221 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO OLDMAN BACCUS INVESTMENTS, LLC RECORDED IN VOLUME 12148, PAGE 177 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID 0.221 ACRE TRACT BEING ALL OF LOT 4 AND A PORTION OF SAID LOT 3;

THENCE: N 41° 44' 24" E ALONG THE SOUTHEAST LINE OF SAID 0.221 ACRE TRACT AND THE NORTHWEST LINE OF SAID LOTS 2 AND 5 FOR A DISTANCE OF 190.88 FEET TO A ½ INCH IRON

ROD SET ON THE SOUTHWEST LINE OF FIRST STREET MARKING THE COMMON CORNER OF SAID LOTS 4 AND 5;

THENCE: S 40° 18' 04" E ALONG THE SOUTHWEST LINE OF SAID LOT 5 FOR A DISTANCE OF 7.57 FEET TO A POINT. FOR REFERENCE, A ½ INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID LOT 6 BEARS: S 40° 18' 04" E FOR A DISTANCE OF 92.34 FEET;

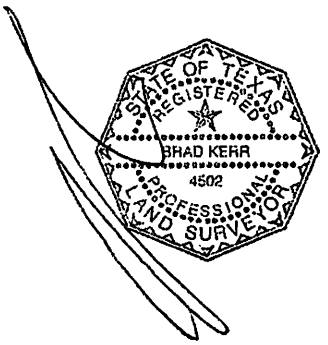
THENCE: S 41° 44' 24" W THROUGH SAID LOT 5 FOR A DISTANCE OF 122.46 FEET TO A POINT:

THENCE: S 42° 46' 25" E CONTINUING THROUGH SAID LOT 5 AND SAID LOT 6 FOR A DISTANCE OF 91.94 FEET TO A POINT OF THE SOUTHEAST LINE OF SAID LOT 6 AND THE NORTHWEST LINE OF PATRICIA STREET;

THENCE: S 41° 42' 13" W ALONG THE SOUTHEAST LINE OF SAID LOT 6 FOR A DISTANCE OF 10.05 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.061 OF AN ACRE OF LAND (2,649 SQUARE FEET), AS SURVEYED ON THE GROUND SEPTEMBER, 2016. SEE PLAT PREPARED OCTOBER, 2016, FOR MORE DESCRIPTIVE INFORMATION. DISTANCES SHOWN HEREIN ARE GRID DISTANCES. TO DETERMONE SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000108063202214 (CALCULATED USING GEOID12A).

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4502

\\JOBS\16-723\16-723B.docx



LINE	BEARING	DISTANCE
L1	N 89°07'03" W	9.92'
L2	S 40°18'04" E	7.57'
L3	S 41°42'13" W	10.05'
L4	S 41°42'13" W	6.42'

COORDINATES AND BEARING SYSTEM SHOWN HEREON ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF BRYAN CONTROL MONUMENT GPS-68 (N: 10212354.95; E: 3548790.17) AND AS ESTABLISHED BY GPS OBSERVATION.

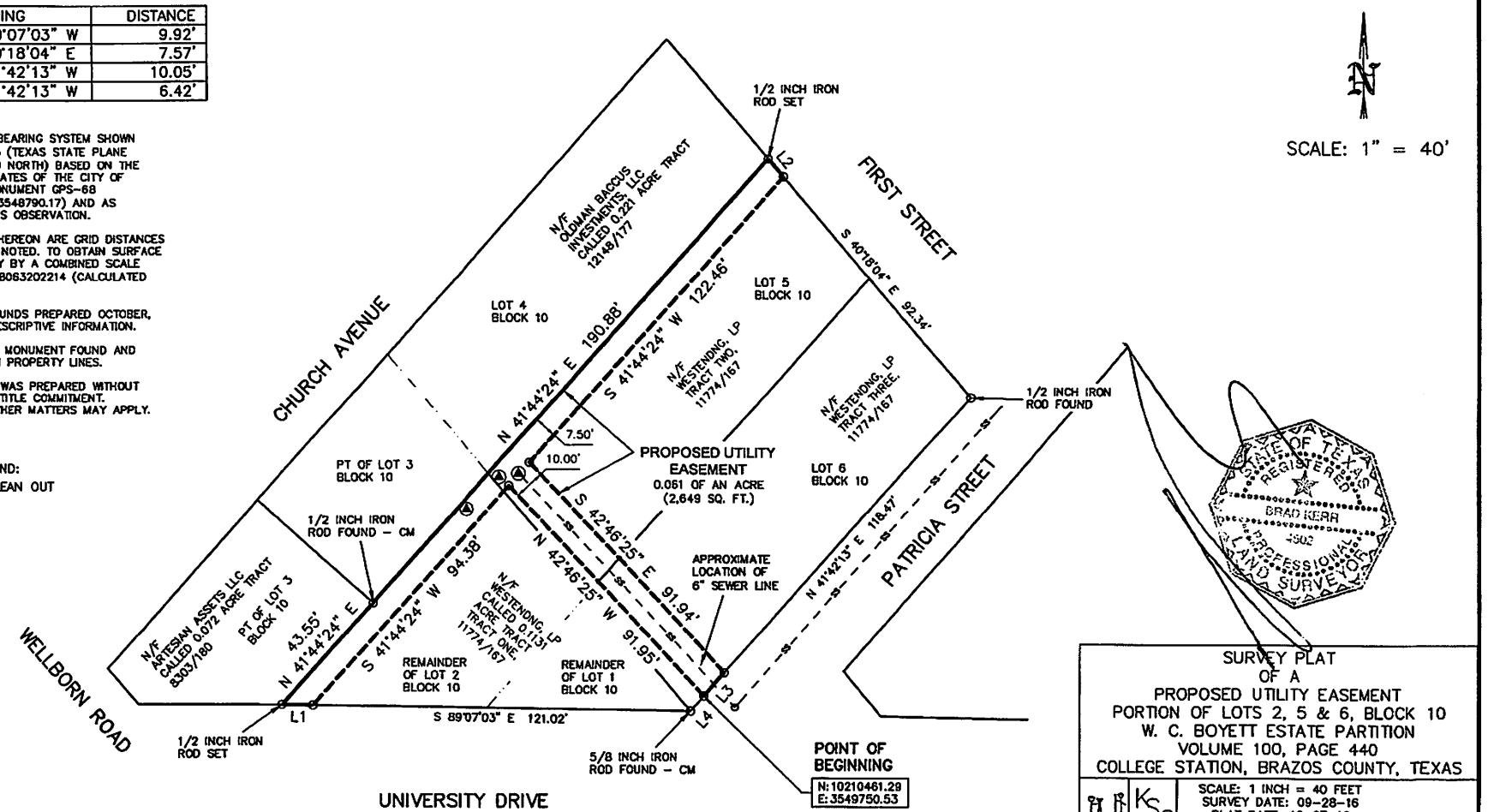
DISTANCES SHOWN HEREON ARE GRID DISTANCES UNLESS OTHERWISE NOTED. TO OBTAIN SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000108063202214 (CALCULATED USING GEOID12A).

SEE METES AND BOUNDS PREPARED OCTOBER, 2016, FOR MORE DESCRIPTIVE INFORMATION.

CM – CONTROLLING MONUMENT FOUND AND USED TO ESTABLISH PROPERTY LINES.

THIS SURVEY PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS AND OTHER MATTERS MAY APPLY.

LEGEND:
④ 4" CLEAN OUT



STATE OF TEXAS
REGISTERED
BRAD KERR
4502
PROFESSIONAL
LAND SURVEYOR

SURVEY PLAT
OF A
PROPOSED UTILITY EASEMENT
PORTION OF LOTS 2, 5 & 6, BLOCK 10
W. C. BOYETT ESTATE PARTITION
VOLUME 100, PAGE 440
COLLEGE STATION, BRAZOS COUNTY, TEXAS

SCALE: 1 INCH = 40 FEET
SURVEY DATE: 09-28-16
PLAT DATE: 10-07-16
JOB NUMBER: 16-723
CAD NAME: 16-7238
CR5 FILE: HIGHLD2-GTG (cont); 16-723 (jbb)

PREPARED BY: KERR SURVEYING, LLC
409 N. TEXAS AVENUE
BRYAN, TEXAS 77803
PHONE (979) 268-3195

Exhibit C

SUBJECT TRACT
0.0718 ACRES

Called 0.072 Acre Tract
Portion of
West 1/2 Lot 3, Block 10
Artesian Assets LLC
General Warranty Deed
Volume 8303, Page 178 OPRBC

CHURCH AVE
(ROW VARIES)

WELLBORN ROAD (F.M. 2154)
(ROW VARIES)

POB 0.0718 ACRE

TRACT 1
(See 10(e)(3) &10(g)(3))

TRACT 2
Gas and Sewer Easement (See 10(a)(1)) & 10(a)(3)
Boundary and Encroachment Agreement (See 10(e)(1)) and 10(l)(3))
East 1/2 Lot 3, Block 10
Chad Baccus Real Estate II, LLC
Special Assumption Warranty Deed
Volume 13137, Page 253 OPRBC

TRACT 3
Lot 4, Block 10
Chad Baccus Real Estate II, LLC
Special Assumption Warranty Deed
Volume 13137, Page 253 OPRBC

TRACT 4

TRACT 5
Lot 5, Block 10
WestEndNG LP
Special Warranty Deed
Volume 11774, Page 167 OPRBC
(See 10(h)(2)&10(l)(3))

TRACT 6
Lot 6, Block 10
WestEndNG LP
Special Warranty Deed
Volume 11774, Page 167 OPRBC
(See 10(h)(2)&10(l)(3))

TRACT 7

TRACT 8
Portion of Block 8
Boyett Addition
Called 0.288 Acre
Radakor LLC
Deed Without Warranty
Volume 16078, Page 236 OPRBC

TRACT 9
Remainder of Lot 4, Block 8, Boyett Addition
Radakor LLC
Warranty Deed
Volume 8725, Page 128 OPRBC
(See 10(h)(2)&10(l)(3))

TRACT 10
Portion of Lot 5, Block 8, Boyett Addition
Radakor LLC
Warranty Deed
Volume 12476, Page 55 OPRBC
(See 10(h)(2)&10(l)(3))

TRACT 11
Called 0.013 Acre
Radakor LLC
Special Warranty Deed
Volume 13188, Page 118 OPRBC
(See 10(g)(2))

Called 0.48 acre
Portion of Block 8
Chad Baccus Real Estate, LLC-203
University Series
General Warranty Deed
Volume 11081, Page 224 OPRBC

SUBJECT TRACT
0.2185 ACRES
(Called 0.221 Acre)

POB 0.2185 ACRE
Found "x" in concrete

SUBJECT TRACT
0.4197 ACRES

POB 0.4197 ACRE
"S"

SUBJECT TRACT
0.3861 ACRES

POB 0.3861 ACRE
PFC

1ST STREET
(40' ROW)

PATRICIA STREET
(ROW VARIES)
(TO BE ABANDONED)

PATRICIA STREET
(ROW VARIES)

UNIVERSITY DRIVE
(FEEDER TO WELLBORN ROAD)

UNIVERSITY DRIVE
(VARIABLE WIDTH ROW)

Portion of Lot 1 and 2, Block 10
Called 0.1131 Acres
WestEndNG LP
Special Warranty Deed
Volume 11774, Page 167 OPRBC
(See 10(h)(2)&10(l)(3))

Abandoned Portion of Public Utility Easement (See 10(h)(3) and 10(l)(3))

Public Utility Easement (See 10(l)(3))

Public Access Easement (See 10(h)(3))

Setback Line (See Note 9)

Found 5/8-inch Iron Rod with cap "Thomas" Bears N 48°24'48" E, 2.00'

Found 5/8-inch Iron Rod with cap "Kerr"

Found 1/2-inch Iron Rod with cap "Kerr"

Found 1/2-inch Iron Rod with cap "Kerr" Passing at 45.79'

Found 1/2-inch Iron Rod with cap "Kerr" Bears S 41°17'27" W, 6.12'

Found 1/2-inch Iron Rod with cap "Kerr" Bears S 89°22'44" W, 6.40'

Found 1/2-inch Iron Rod with cap "Kerr" Bears S 88°35'41" E, 8.87'

Found 1/2-inch Iron Rod with cap "RPLS 6047"

Found Cotton Spindle

Found PK Nail

Found "X" in concrete W, 6.12'

Found "S" in concrete

Found "S"

Found "X" in concrete

Found "S" in concrete

Found "S" in concrete

Found "S

STATE OF TEXAS §
COUNTY OF BRAZOS §

0.0718 Acre Tract

A METES AND BOUNDS DESCRIPTION of a certain 0.0718 acre tract situated in the Joseph E. Scott Survey, Abstract No. 50 in Brazos County, Texas, being a part of Block 10 of the W. C. Boyett Estate Partition, recorded in Volume 100, Page 440 of the Deed Records of Brazos County (DRBC), (Tract 1); being all of the called 0.072 acre tract, being a portion of the west 1/2 of Lot 3, Block 10, conveyed by General Waranty Deed to Artesian Assets LLC, recorded in Volume 8303, Page 178 of the Official Public Records of Brazos County (OPRBC), said 0.0718 acre tract, being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83;

BEGGINING at a set 5/8–inch iron rod (with cap stamped 'Quiddity') marking the west corner of said 0.072 acre tract, lying in the southeast right–of–way line of Church Avenue (right–of–way width varies), and the northeast right–of–way line of F.M. 2154 (Wellborn Road) (right–of–way width varies);

THENCE North 41°52'29" East, 72.37 feet along the southeast right–of–way line of Church Avenue to a set 5/8–inch iron rod (with cap stamped 'Quiddity') marking the north corner of said 0.072 acre tract being common with the west corner of called 0.221 acre tract (also called the east 1/2 of Lot 3, Block 10 and all of Lot 4, Block 10 of aforementioned W. C. Boyett Estate Partition) conveyed by Special Assumption Waranty Deed to Chad Baccus Real Estate II, LLC, recorded in Volume 13137, Page 253 of the OPRBC;

THENCE South 48°04'29" East, 49.35 feet along the common line of said 0.072 acre tract and said 0.221 acre tract to a found 1/2–inch iron rod (with cap stamped 'RPLS 6047') marking the east corner of said 0.072 acre tract and the south corner of said 0.221 acre tract, and lying in the northwest line of a called 0.1131 acre tract conveyed by Special Waranty Deed to WestEndNG LP, recorded in Volume 11774, Page 167 of the OPRBC;

THENCE South 41°44'24" West, 43.55 feet along the common line of said 0.072 acre tract and said 0.1131 acre tract to a set 5/8–inch iron rod (with cap stamped 'Quiddity') marking the southeast corner of said 0.072 acre tract and the west corner of said 0.221 acre tract, also lying in the north right–of–way line of University Drive (right–of–way width varies), from which a 5/8–inch iron rod (with cap stamped'Thomas') bears South 48°24'48"East, 2.00 feet;

THENCE North 89°48'48" West, 46.32 feet along the north right–of–way line of University Drive to a set 5/8–inch iron rod (with cap stamped 'Quiddity') at the intersection of University Drive and Wellborn Road;

THENCE North 40°20'16" West, 15.00 feet, along the northeast right–of–way line of Wellborn Road to the POINT OF BEGINNING, CONTAINING 0.0718 acre of land in College Station, Brazos County, Texas as shown on Drawing No. 18616 filed in the offices of Quiddity in College Station, Texas.

STATE OF TEXAS §
COUNTY OF BRAZOS §

0.4197 Acre Tract

A METES AND BOUNDS DESCRIPTION of a certain 0.4197 acre tract situated in the Joseph E. Scott Survey, Abstract No. 50 in Brazos County, Texas, being a part of Block 10 of the W. C. Boyett Estate Partition, recorded in Volume 100, Page 440 of the Deed Records of Brazos County (DRBC), (Tracts 4, 5 & 6); (Tract 4) being a portion of Lot 1 & 2, Block 10 of said W.C. Boyett Estate Partion, (Tract 5) being all of Lot 5, Block 10 and (Tract 6) being all of Lot 6 Block 10, said 0.4197 Acre tract, all of which conveyed by Special Waranty Deed to WestEndNG LP, recorded in Volume 11774, Page 167 of the Official Public Records of Brazos County (OPRBC), being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83;

BEGGINING at a set 5/8–inch iron rod (with cap stamped 'Quiddity') marking the north corner of said Lot 5, Block 10, W.C. Boyett Estate Partition and the east corner of a called 0.221 acre tract) being a portion of the east 1/2 of Lot 3, Block 10 & being all of Lot 4, Block 10 of said W. C. Boyett Estate Partion, conveyed by Special Assumption Waranty Deed to Chad Baccus Real Estate II, LLC, recorded in Volume 13137, Page 253 of the OPRBC and lying in the southwest right–of–way line of 1st Street (40–foot wide right–of–way) from which a found 'x' in concrete marking the north corner of said Lot 4, Block 10 of said W. C. Boyett Estate Partition, being at the intersection of the southeast right–of–way line of Church Avenue (right–of–way width varies), and the southwest right–of–way line of 1st Street, bears North 40°34'39" West, 49.33 feet;

THENCE South 40°34'39" East, 99.94 feet along the southwest right–of–way line of 1st Street to a set 5/8–inch iron rod (with cap stamped 'Quiddity') marking the east corner of aforementioned Lot 6, Block 10 lying in the northwest right–of–way line of Patricia Street (right–of–way width varies) (to be abandoned);

THENCE South 41°44'24" West, 135.06 feet along the northwest right–of–way line of Patricia Street to a found 5/8–inch iron rod (with cap stamped 'Kerr') marking the south corner of said Lot 6, Block 10 also marking the southeast corner of aforementioned portion of Lot 1 & 2, Block 10 and lying in the north right–of–way line of University Drive (right–of–way width varies);

THENCE North 89°07'03" West, 130.95 feet along the north right–of–way line of University Drive to a set 5/8–inch iron rod (with cap stamped 'Quiddity') marking the west corner of said portion of Lot 1 & 2, Block 10, and the south corner of a called 0.072 acre tract being a portion of the west 1/2 of Lot 3, Block 10, conveyed by General Waranty Deed to Artesian Assets LLC, recorded in Volume 8303, Page 178 of the Official Public Records of Brazos County (OPRBC), from which a found 5/8–inch iron rod (with cap stamped 'Thomas') bears North 48°24'48"East, 2.00 feet;

THENCE North 41°44'24" East, passing at 43.55 feet a found 1/2–inch iron rod (with cap stamped 'RPLS 6047') marking the east corner of said 0.072 acre tract and the south corner of aforementioned 0.221 acre tract, continuing in all a total distance of 234.09 feet to the POINT OF BEGINNING, CONTAINING 0.4197 acre of land in College Station, Brazos County, Texas as shown on Drawing No. 18616 filed in the offices of Quiddity in College Station, Texas.

STATE OF TEXAS §
COUNTY OF BRAZOS §

0.2185 Acre Tract

A METES AND BOUNDS DESCRIPTION of a certain 0.2185 acre tract situated in the Joseph E. Scott Survey, Abstract No. 50 in Brazos County, Texas, being a part of Block 10 of the W. C. Boyett Estate Partition, recorded in Volume 100, Page 440 of the Deed Records of Brazos County (DRBC), (Tracts 2 & 3); being a called 0.221 acre tract, (Tract 2) being a portion of the east 1/2 of Lot 3, Block 10 & (Tract 3) being all of Lot 4, Block 10 of said W. C. Boyett Estate Partion, conveyed by Special Assumption Waranty Deed to Chad Baccus Real Estate II, LLC, recorded in Volume 13137, Page 253 of the Official Public Records of Brazos County (OPRBC), said 0.2185 acre tract, being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83;

BEGGINING at a found 'x' in concrete marking the north corner of said Tract 3, being at the intersection of southeast right–of–way line of Church Avenue (right–of–way width varies), and the southwest right–of–way line of 1st Street (40–foot wide right–of–way);

THENCE South 40°34'39" East, 49.33 feet along the southwest right–of–way line of 1st Street to a set 5/8–inch iron rod (with cap stamped 'Quiddity') marking the east corner of said Lot 4, Block 10 being common with the north corner of Lot 5, Block 10 of aforementioned W. C. Boyett Estate Partition, conveyed by Special Waranty Deed to WestEndNG LP, recorded in Volume 11774, Page 167 of the OPRBC;

THENCE South 41°44'24" West, 190.54 feet along the common line of said Lot 4, Block 10 tract and said Lot 5, Block 10 to a found 1/2–inch iron rod (with cap stamped 'RPLS 6047') marking the south corner of said 0.221 acre tract being common with the east corner of a called 0.072 acre tract conveyed by General Waranty Deed to Artesian Assets LLC, recorded in Volume 8303, Page 178 of the OPRBC and lying in the northwest line of a called 0.1131 acre tract conveyed by Special Waranty Deed to WestEndNG LP, recorded in Volume 11774, Page 167 of the OPRBC;

THENCE North 48°04'29" West, 49.35 feet along the common line of said 0.221 acre tract and said 0.072 acre tract to a set 5/8–inch iron rod (with cap stamped 'Quiddity') marking the west corner of said 0.221 acre tract and the north corner of said 0.072 acre tract, also lying in the southeast right–of–way line of Church Avenue;

THENCE North 41°52'29" East, 196.98 feet, along the southeast right–of–way line of Church Avenue to the POINT OF BEGINNING, CONTAINING 0.2185 acre of land in College Station, Brazos County, Texas as shown on Drawing No. 18616 filed in the offices of Quiddity in College Station, Texas.

STATE OF TEXAS §
COUNTY OF BRAZOS §

0.3861 Acre Tract

A METES AND BOUNDS DESCRIPTION of a certain 0.3861 acre tract situated in the Joseph E. Scott Survey, Abstract No. 50 in Brazos County, Texas, being a portion of Block 8 of the W. C. Boyett Estate Partition, recorded in Volume 100, Page 440 of the Deed Records of Brazos County (DRBC), (Tracts 8, 9, 10 & 11), (Tract 8): being a called 0.288 acre portion of Block 8, conveyed by Deed Without Waranty to Radakor LLC, recorded in Volume 16078, Page 236 of the OPRBC, (Tract 9): being the remainder of Lot 4, Block 8, conveyed by Waranty Deed to Radakor LLC, recorded in Volume 8725, Page 128 of the OPRBC, (Tract 10): being a portion of Lot 5, Block 8, conveyed by Waranty Deed to Radakor LLC, recorded in Volume 12476, Page 55 of the OPRBC, (Tract 11): being a called 0.013 acre tract, conveyed by Special Waranty Deed to Radakor LLC, recorded in Volume 13188, Page 118 of the OPRBC, said 0.3861 acre tract, being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83;

BEGGINING at a point for corner marking the north corner of said 0.013 acre tract and the west corner of a called 0.48 acre conveyed by General Waranty Deed to Chad Baccus Real Estate, LLC–203 University Series, recorded in Volume 11081, Page 224 of the OPRBC from which a found 'X' in concrete marking the west corner of said Tract 11 and the north corner of the aforementioned Tract 10 bears South 41°17'27" West, 6.12 feet;

THENCE South 42°15'06"East, 96.77 feet along the common line of said Tract 11 and said 0.48 acre tract to a found Cotton Spindle marking the southeast corner of said Tract 11 and lying in the northwest right–of–way line of F.M. No. 60 (University Drive), from which a found 1/2–inch iron rod with cap (marked 'Kerr') marking a southerly angle in the 0.48 acre tract, bears South 88°58'41" East, 87.87 feet;

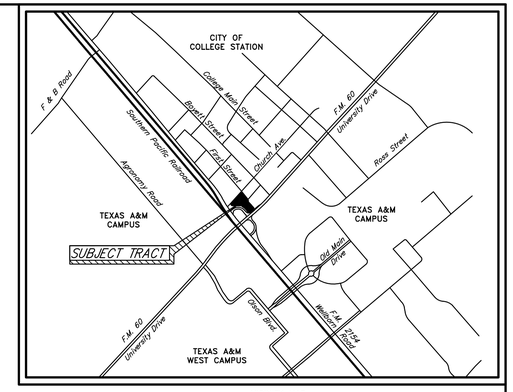
THENCE North 89°02'03" West, 1.78 feet to a found PK Nail marking an angle point of aforementioned Tract 8, from which a found 60d Nail marking the southwest corner of Tract 11 and the east corner of the aforementioned Tract 10 bears South 89°22'44"West, 6.40 feet;

THENCE South 42°13'04"East, 67.07 feet to a found 1/2–inch iron rod (with cap stamped 'Kerr') marking the east corner of said Tract 8, and being in the northwest right–of–way line of University Drive;

THENCE along the northwest right–of–way line of University Drive the following four (4) courses and distances;

1. South 49°33'26" West, 88.89 feet to a found 1/2–inch Iron Rod (with cap stamped 'Kerr') marking the beginning of a tangent curve to the right;
2. Along said tangent curve to the right, having a radius of 19.45 feet, an arc length of 30.56 feet, a delta angle of 90°01'27" and a chord bearing of North 85°40'36" West, 27.51 feet to a found 1/2–inch Iron Rod (with cap stamped 'Kerr');
3. North 40°41'23" West, 59.63 feet to a found 1/2–inch Iron Rod (with cap stamped 'Kerr') marking the beginning of a tangent curve to the left;
4. Along said tangent curve to the left, having a radius of 190.32 feet, an arc length of 68.12 feet, a delta angle of 20°30'22" and a chord bearing of North 52°02'47" West, 67.75 feet to a found 1/2–inch Iron Rod (with cap stamped 'Kerr') marking the west corner of said tract 8 and lying in the southeast right–of–way line of Patricia Street;

THENCE North 41°17'27" East, along the southeast right–of–way line of Patricia Street passing at 45.79 feet a found 1/2–inch iron rod (with cap stamped 'Kerr') marking the west corner of aforementioned (tract 9), then continuing a total distance of 119.75 feet, to the POINT OF BEGINNING, CONTAINING 0.3861 acre of land in College Station, Brazos County, Texas as shown on Drawing No. 18616 filed in the offices of Quiddity in College Station, Texas.



VICINITY MAP

0.0718 ACRE TRACT and 0.4197 ACRE TRACT

Reference Commitment for Title Insurance issued by Stewart Title Guaranty Company, File No. 22000220426 having an effective date of April 30, 2023 and an issue date of May 10, 2023. No further research for easements or encumbrances was performed by Quiddity.

10(d)(3) An easement for purposes of sewer and gas located on subject property granted to Brazos County by instrument recorded in/under Volume 2702, Page 186 of the Deed Records of Brazos County, Texas. (Tract 1). This easement does affect a portion of the subject tract as shown hereon. "Such easements to cover the present location of the sewer and gas lines". These locations are unknown to the surveyor.

10(e)(3) Subject to Affidavit to the Public recorded in/under Volume 1252, Page 426 of the Deed Records of Brazos County, Texas, executed by Louis J. Gorzycki. Said affidavit is stating the encroachment of construction on the sewer and gas lines easement located on subject property which prevents maintenance, repair and service and that Louis J. Gorzycki shall not be responsible for any damages. This easement does affect a portion of the subject tract (Tract 1) as shown hereon. "Such easements to cover the present location of the sewer and gas lines". These locations are unknown to the surveyor.

10(f)(3) All terms, conditions, and provisions of that certain Boundary and Encroachment Agreement, recorded in/under Volume 3341, Page 191 of the Official Public Records of Brazos, Texas. This Boundary and Encroachment Agreement does affect the subject tract as shown hereon.

10(g)(3) An easement for purposes of utilities located on subject property granted to City of College Station by instrument recorded in/under Volume 9404, Page 113 of the Official Public Records of Brazos County, Texas. This temporary easement does affect the portion of the subject tract labeled as "West 1/2 of Lot 3, Block 10 (Tract 1).

10(h)(3) An easement for purposes of public access located on subject property granted to City of College Station by instrument recorded in/under Volume 9404, Page 119 of the Official Public Records of Brazos County, Texas. This easement does affect the subject tract and is shown hereon.

10(i)(3) An easement for purposes of utilities located on subject property granted to City of College Station by instrument recorded in/under Volume 13764, Page 29 of the Official Public Records of Brazos County, Texas. This easement does affect the subject tract and is shown hereon.

10(j)(3) An easement for purposes of utilities located on subject property granted to City of College Station by instrument recorded in/under Volume 14277, Page 128 of the Official Public Records of Brazos County, Texas. This easement does affect the subject tract and is shown hereon.

10(k)(3) All terms, conditions, and provisions of that certain Ordinance No. 2017–3941, recorded in/under Volume 14311, Page 253 of the Official Public Records of Brazos County, Texas. This easement abandonment does affect a portion of the subject tract and is shown hereon.

10(l)(3) All terms, conditions, and provisions of that certain Reciprocal Parking Easement, recorded in/under Volume 11792, Page 97 of the Official Public Records of Brazos County, Texas. This Parking Easement does affect the portion of Lot 1 and Lot 2, Block 10, Lot 5 and Lot 6, Block 10, Remainder of Lot 4, Block 8, and the portion of Lot 5, Block 8, shown hereon.

10(m)(3), and 10(n)(3) These items reference Mineral Reservations, Royalties, and Oil and Gas Leases. Such matters fall outside the scope of this survey and should be directed to an expert consultant. (See General Note 2),

0.2185 ACRE TRACT

Reference Commitment for Title Insurance issued by Stewart Title Guaranty Company, File No. 23000220128 having an effective date of April 30, 2023 and an issue date of May 10, 2023. No further research for easements or encumbrances was performed by Quiddity.

10(d)(1) Easement Right of Way and/or Agreement by and between W.S. Edmonds, et ux and Louis J. Grozycki, by instrument dated July 25, 1950, recorded in Volume 145, Page 288, Deed Records of Brazos County, Texas: This easement does affect a portion of the subject tract as shown hereon. "Such easements to cover the present location of the sewer and gas lines". These locations are unknown to the surveyor.

10(e)(1) All terms, conditions and stipulations of that certain Boundary and Encroachment Agreement, recorded in Volume 3341, Page 191, Official Public Records of Brazos County. This Boundary and Encroachment Agreement does affect the subject tract. Location is shown hereon.

10(f)(1) and 10(g)(1) These items reference Mineral Reservations, Royalties, and Oil and Gas Leases. Such matters fall outside the scope of this survey and should be directed to an expert consultant. (See General Note 2),

0.3861 ACRE TRACT

Reference Commitment for Title Insurance issued by Stewart Title Guaranty Company, File No. 22000220410 having an effective date of April 30, 2023 and an issue date of May 11, 2023. No further research for easements or encumbrances was performed by Quiddity.

10(g)(2) Right of Way Deed executed by Baccus enterprises LLC – College Station, LLC to Raddakor, LLC dated February 19, 2016, recorded in Volume 13188, Page 118, Official Public Records of Brazos County, Texas. The location of said tract is shown hereon.

10(h)(2) Reciprocal Parking Easement by and between Chad Baccus and Radakor, LLC, dated May 31, 2012, recorded in Volume 11792, Page 97, Official Public Records of Brazos County. This Parking Easement does affect the portion of Lot 1 and Lot 2, Block 10, Lot 5 and Lot 6, Block 10, Remainder of Lot 4, Block 8, and the portion of Lot 5, Block 8, shown hereon.

10(e)(2), 10(i)(2), 10(j)(2) and 10(k)(2) These items reference Mineral Reservations, Royalties, and Oil and Gas Leases. Such matters fall outside the scope of this survey and should be directed to an expert consultant. (See General Note 2),

ALTA TABLE A ITEM NOTES:

1. In the course of conducting this survey monuments were found at property boundary corners as shown hereon. Property boundary corners at which monuments were not found have been marked with (or witnessed by) a 5/8–inch diameter rebar with cap reading "QUIDDITY PROPERTY CORNER" or as noted hereon.
2. The addresses of the surveyed property are as followed: (Tract 1) – 100 Church Ave., (Tract 2) – 102 Church Ave., (Tract 3) – 104 Church Ave., (Tract 4) – 200 Wellborn Road, (Tract 5) – 203 First St., (Tract 6) – 201 First St., (Tract 8) – University Drive, (Tract 9) – 105 University Drive, (Tract 10 & 11) – 107 University Drive, College Station, Texas 77845.
3. According to Community Panel Nos. 48041C0305F of the Federal Emergency Management Agency's Flood Insurance Rate Maps (FIRM) for Brazos County, both having a map revised date of April 2, 2014, the subject tract is situated within: Unshaded Zone "X"; defined as areas determined to be outside the 0.2% annual chance floodplain.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man–made or natural causes. This flood statement shall not create liability on the part of the surveyor. The location of the flood zone lines shown hereon were determined by scaling from said FIRM map. The actual location as determined by elevation contours may differ. Jones|Carter assumes no liability as to the accuracy of the location of the flood zone limits.
4. The gross land area of the subject tract is 1.183 acres.

7 (a). The exterior dimensions of the building are shown hereon.

8. All visible substantial features existing on the Subject Tract at the time this survey was performed are shown hereon.
9. There were no marked parking spaces observed at the time of this survey.
11. (b) An 811 utility locate was performed on this site, marked utilities were located with this survey and are shown hereon. (Ticket No. 2271570483, submitted on August 3, 2022) & (Ticket No. 2277861590, submitted on October 5, 2022)
13. Names of adjoining property owners, according to the Brazos Central Appraisal District's records, are shown hereon.
16. There was no evidence of recent earth work, building construction, or building additions observed.
17. Proposed changes in street rights–of–ways known to the surveyor are as follows: That portion of Patricia Street as shown hereon and labeled "TO BE ABANDONED". There was no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the survey.

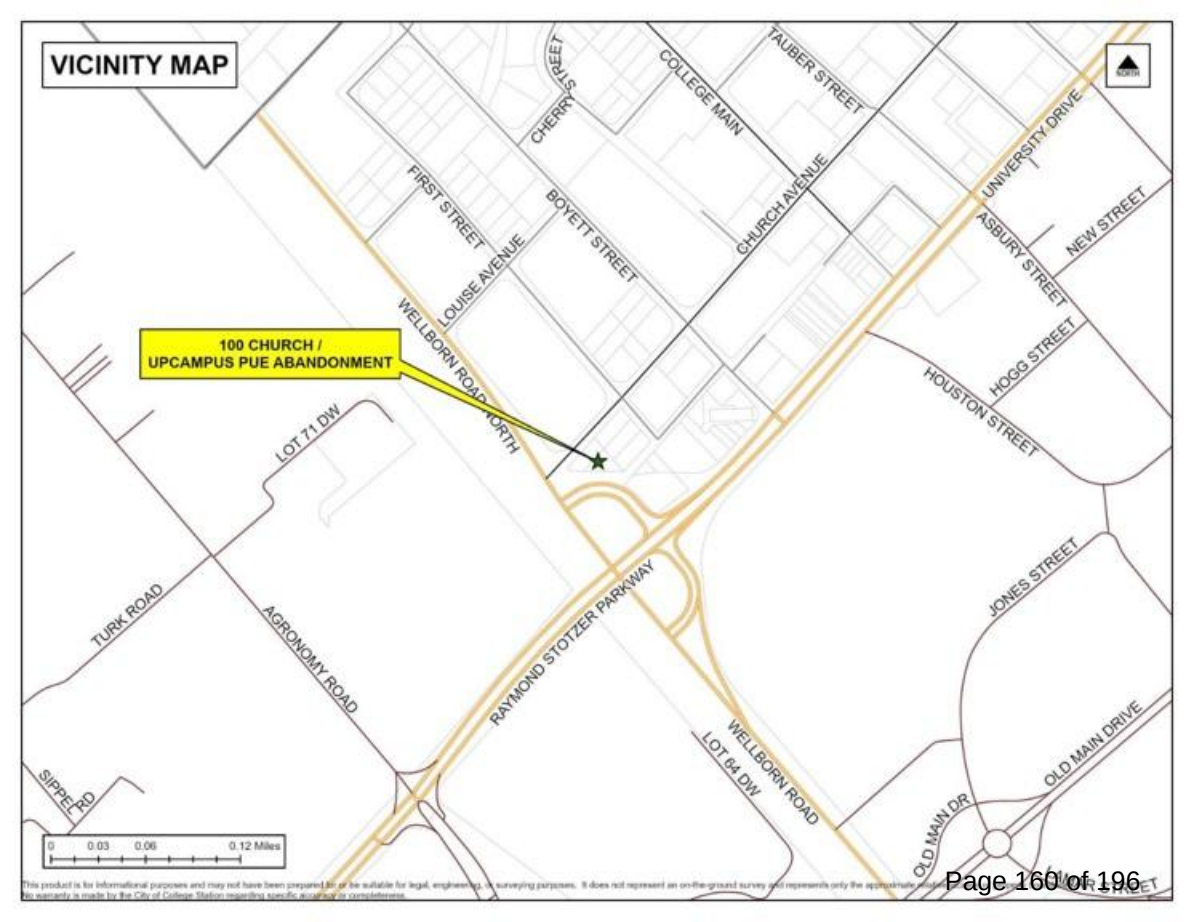
ALTA/NSPS LAND TITLE SURVEY OF 101 UNIVERSITY BEING 0.0718 ACRE TRACT 0.2185 ACRE TRACT 0.4197 ACRE TRACT 0.3861 ACRE TRACT OUT OF THE J.E. SCOTT SURVEY, A-50 COLLEGE STATION BRAZOS COUNTY, TEXAS MAY 2023

SURVEYOR & ENGINEER:

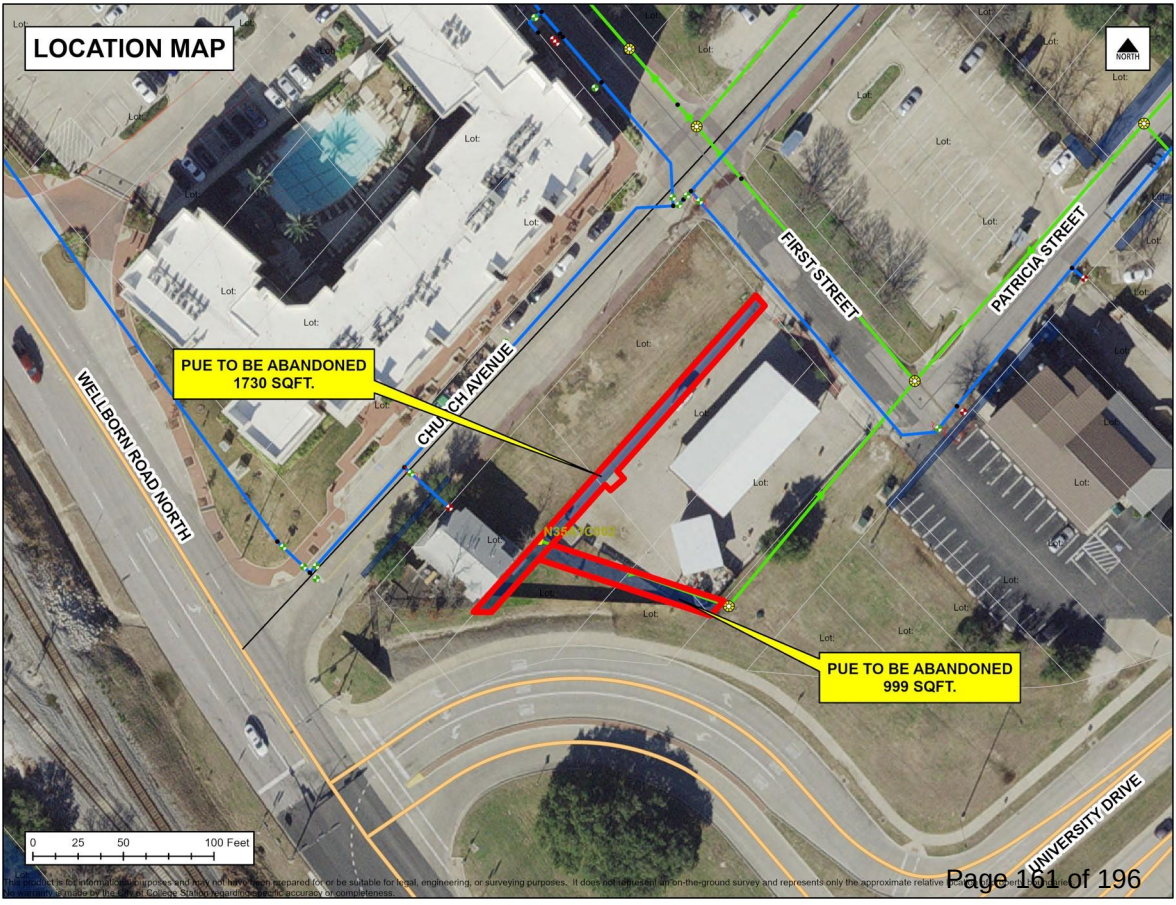
QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
150 Venture Drive, Suite 100 • College Station, TX 77845 • 979.731.8000

K:\17805\17805–0001–00 Up Campus College Station Multi–Family\1 Surveying Phase\CAD Files\Final Dwg\17805–0001 Combined ALTA V1.dwg May 17,2023 – 2:25pm WRE

CEC/wre JOB No. 17805–0001 DWG. No. 18616 V2



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.


LOCATION MAP
NORTH
PUE TO BE ABANDONED
1730 SQFT.
PUE TO BE ABANDONED
999 SQFT.
WELLBORN ROAD NORTH
CHURCH AVENUE
FIRST STREET
PATRICIA STREET
UNIVERSITY DRIVE
0
25
50
100 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 warranties made by the City of College Station regarding specific accuracy or completeness.

FOR OFFICE USE ONLY	
CASE NO.:	
DATE SUBMITTED:	
TIME:	
STAFF:	

ABANDONMENT OF PUBLIC RIGHT-OF-WAY/EASEMENT APPLICATION

MINIMUM SUBMITTAL REQUIREMENTS:

- [x] 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):

The two (2) Public Utility Easements associated with the portions of Tracts 4, 5, and 6 of the proposed 100 Church ALTA Land Title Survey. See attached Exhibit. One (1) is running generally parallel to the ramp connecting University Drive to Wellborn Road on Tracts 4 and 6 (housing a to be abandoned sanitary sewer). The second runs parallel to Church Avenue crossing Tracts 4 and 5 (utility no longer in use).

APPLICANT/PROJECT MANAGER'S INFORMATION (Primary contact for the project):

Name *Tyler Green* E-mail *tgreen@quiddity.com*

Street Address *150 Venture Dr. #100*

City *College Station* State *Texas* Zip Code *77845*

Phone Number *979-307-6127* Fax Number

PROPERTY OWNER'S INFORMATION (ALL owners must be identified. Please attach an additional sheet for multiple owners):

Name *WestEndNG, L.P. and Artesian Assets LLC* E-mail *edeelong@me.com*

Street Address: *360 Nueces St. #4211*

City AUSTIN State *Texas* Zip Code *78701*

Phone Number 512-657-1687 Fax Number N/A

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.

WESTENDNG, LP:
BY: Eric Dee Deeg, PRESIDENT OF USA COMPRESSION CORP, ITS GP

Signature and title

9/28/23
Date

ARTESIAN ASSETS LLC:
BY: Eric Dee Deeg, MANAGER

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:

No road currently exists in this property. These easements are to be abandoned and are no longer needed/wanted.

8. That there is no current public need or use for the easement or right-of-way because:

None of the properties are currently being used in such a way as to need these PUE's.

9. That there is no anticipated future public need or use for the easement or right-of-way because:

The properties associated with these PUE's are currently pending sale(s) for a future high-rise development. Water and electrical will be connected at the edge of the property removing the need of public-utility-easements. The existing sanitary sewer will no longer provide service and can be abandoned/removed.

10. That all public utilities have access to serve current and future customers because:

These existing utilities associated with the two PUE's are no longer needed/wanted. Proposed utilities are to be routed in different locations.

11. Such public right-of-way/easement has been and is being used as follows:

Has been used to contain existing utilities. The existing sanitary sewer line is proposed to be abandoned. The other is no longer being used.

I swear that all of the information contained in this application is true and correct to the best of my knowledge and belief.

Stephen Walls / ASSISTANT P.M.
Signature and title

10/3/2023
Date

STATE OF TEXAS §
§ ACKNOWLEDGEMENT
COUTY OF BRAZOS §

Subscribed and sworn to before me, a Notary Public, this 3rd day of October, 2023 ~~2009~~ by Stephen Walls.

VMK

Madison Kieschnick
Notary Public, State of Texas
Comm. Expires 08/29/2027
Notary ID 132112872

Madison Kieschnick
Notary Public in and for the State of Texas

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *Tracts 4, 5, and 6 of 100 Church Property*

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.

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PUBLIC UTILITY EASEMENT

DATE: DECEMBER 8, 2016

GRANTOR: WESTENDNG LP, a Texas limited partnership

GRANTOR'S MAILING ADDRESS: (including County) P. O. BOX 2043
Travis County
Austin, Texas 78768

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: (including County) P. O. Box 9960
Brazos County
College Station, Texas 77842

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration.

PROPERTY:

Tract One:

All that certain tract or parcel of land containing 0.023 of an acre of land (995 square feet), more or less, lying and being situated in College Station, Brazos County, Texas, said tract being a portion of Lots 5 and 6, Block 10, W.C. Boyett Estate Partition, according to the plat recorded in Volume 100, Page 440, of the Deed Records of Brazos County, Texas, said Lots 5 and 6 being the same tracts of land as described as Tracts Two and Three by a deed to WestEndNG LP, recorded in Volume 11774, Page 167, of the Official Public Records of Brazos County, Texas; said 0.023 of an acre of land (995 square feet) being more particularly

described by metes and bounds and shown on pat marked **EXHIBIT A** attached hereto and made a part hereof for all intents and purposes.

Tract Two:

All that certain tract or parcel of land containing 0.061 of an acre of land (2,649 square feet), more or less, lying and being situated in College Station, Brazos County, Texas, said tract being a portion of the remainder of Lot 2 and a portion of Lots 5 and 6, Block 10, W.C. Boyett Estate Partition, according to the plat recorded in Volume 100, Page 440, of the Deed Records of Brazos County, Texas, said Lots being the same tracts of land as described as Tracts One, Two and Three by a deed to WestEndNG LP, recorded in Volume 11774, Page 167, of the Official Public Records of Brazos County, Texas; said 0.061 of an acre of land (2,649 square feet) being more particularly described by metes and bounds and shown on pat marked **EXHIBIT B** attached hereto and made a part hereof for all intents and purposes.

This conveyance shall grant the rights herein specified only as to that portion of the above-described Property more particularly described on the attached **EXHIBIT A** and **EXHIBIT B** known as the "Easement Areas", and any additional area outside the Easement Areas necessary to install and attach equipment, guy wires, and anchors necessary and incident to the uses of the Easement Aresa to erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify and remove the following:

Electric transmission and distribution lines;
Water lines and sanitary sewer lines, connecting lines,
access facilities, and related equipment;
Storm sewers and collection facilities;
Television, telephone, and communications lines;
Drainage ditches, drainage pipes and all other
drainage structures, surface and subsurface;

upon, over, and across the said Property as described and any ways, streets, roads, or alleys abutting same; and to cut, trim, and control the growth of trees and other vegetation on and in the Easement Areas or on adjoining property of GRANTOR, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It being understood and agreed that any and all equipment and facilities placed upon said Property shall remain the property of GRANTEE.

GRANTOR hereby expressly acknowledges that it is the owner of the Property.

GRANTOR expressly subordinates all rights of surface use, incident to the mineral estate owned by GRANTOR, to the above-described uses of said surface by GRANTEE. GRANTOR will provide GRANTEE with the names and addresses of all lenders, if any, and agrees to lender's subordinations on behalf of GRANTEE, if any.

RESERVATIONS AND RESTRICTIONS: NONE

TO HAVE AND TO HOLD, the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and GRANTOR does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

WESTENDNG LP, a Texas limited partnership

By: USA COMPRESSION CORP.,
A Texas corporation, Its General Partner

By: _____
ERIC D. LONG, President

APPROVED AS TO FORM
THIS DOCUMENT MAY NOT
BE CHANGED WITHOUT
RE-SUBMISSION FOR APPROVAL.

_____
City Attorney

THE STATE OF TEXAS

COUNTY OF Travis

ACKNOWLEDGMENT

This instrument was acknowledged before me on this 8th day of December, 2016, by ERIC D. LONG, President of USA COMPRESSION CORP., a Texas corporation, General Partner of WESTENDNG LP, a Texas limited partnership, on behalf of said WESTENDNG LP, a Texas limited partnership.

DENISE MUTSCHLER
Notary Public, State of Texas
My Commission Expires
August 14, 2018

_____
Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

AFTER RECORDING, RETURN TO:
City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

EXHIBIT A

METES AND BOUNDS DESCRIPTION
OF A
PROPOSED 10' UTILITY EASEMENT
W. C. BOYETT ESTATE PARTITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF LOTS 5 AND 6, BLOCK 10, W. C. BOYETT ESTATE PARTITION ACCORDING TO THE PLAT RECORDED IN VOLUME 100, PAGE 440 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. SAID LOTS 5 AND 6 BEING THE SAME TRACTS OF LAND AS DESCRIBED AS TRACTS TWO AND THREE BY A DEED TO WESTENDNG, LP RECORDED IN VOLUME 11774, PAGE 167 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT (N:10210461.288, E:3549750.531) ON THE SOUTHEAST LINE OF SAID LOT 6 AND THE NORTHWEST LINE OF PATRICIA STREET (UNDEVELOPED). FOR REFERENCE, A 5/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID LOT 6 BEARS: S 41° 42' 13" W FOR A DISTANCE OF 6.42 FEET. COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF BRYAN CONTROL MONUMENT GPS-68 (N:10212354.95, E:3548790.17) AND AS ESTABLISHED BY GPS OBSERVATION;

THENCE: N 42° 46' 25" W THROUGH SAID LOTS 5 AND 6 FOR A DISTANCE OF 99.48 FEET TO A POINT ON THE NORTHWEST LINE OF SAID LOT 5 AND THE SOUTHEAST LINE OF A CALLED 0.221 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO OLDMAN BACCUS INVESTMENTS, LLC RECORDED IN VOLUME 12148, PAGE 177 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID 0.221 ACRE TRACT BEING ALL OF LOT 4 AND A PORTION OF LOT 3 OF SAID BLOCK 10. FOR REFERENCE, A ½ INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID 0.221 ACRE TRACT BEARS: S 41° 44' 24" W FOR A DISTANCE OF 58.04 FEET;

THENCE: N 41° 44' 24" E ALONG THE COMMON LINE OF SAID LOTS 4 AND 5 FOR A DISTANCE OF 10.05 FEET TO A POINT. FOR REFERENCE, A ½ INCH IRON ROD SET MARKING THE COMMON CORNER OF SAID LOTS 4 AND 5, BEARS: N 41° 44' 24" E FOR A DISTANCE OF 122.79 FEET;

THENCE: S 42° 46' 25" E THROUGH SAID LOTS 5 AND 6 FOR A DISTANCE OF 99.48 FEET TO A POINT ON THE SOUTHEAST LINE OF SAID LOT 6. FOR REFERENCE, A ½ INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID LOT 6 BEARS: N 41° 42' 13" E FOR A DISTANCE OF 118.47 FEET;

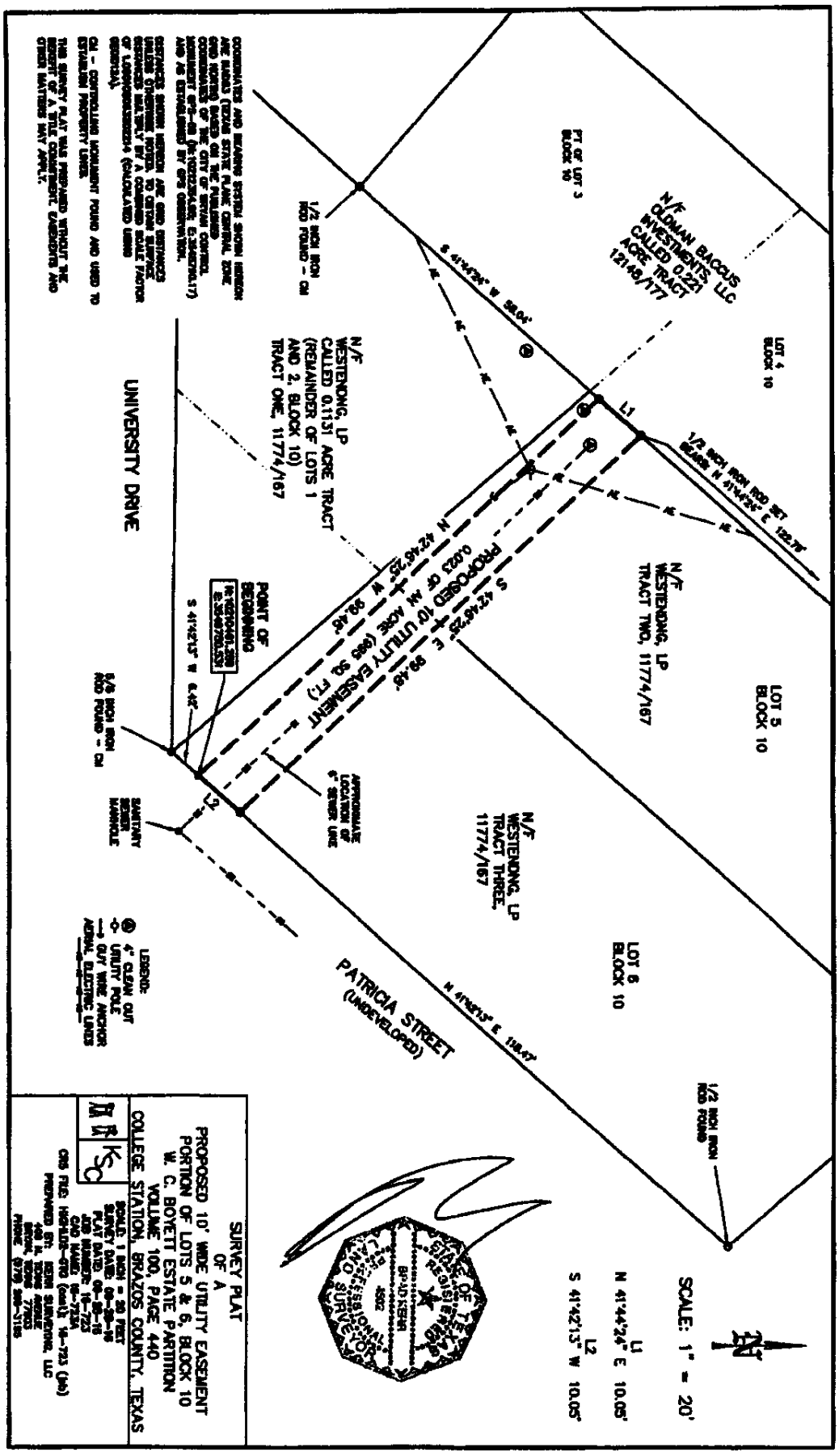
THENCE: S 41° 42' 13" W ALONG THE SOUTHEAST LINE OF SAID LOT 6 FOR A DISTANCE OF 10.05 FEET TO THE POINT OF BEGINNING CONTAINING 0.023 OF AN ACRE OF LAND (995 SQUARE FEET), AS SURVEYED ON THE GROUND SEPTEMBER, 2016. SEE PLAT PREPARED SEPTEMBER, 2016, FOR MORE DESCRIPTIVE INFORMATION. DISTANCES SHOWN HEREIN ARE GRID DISTANCES. TO DETERMONE SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.00010806320221 (CALCULATED USING GEOID12A).

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4502

\\JOBS\16-723\16-723.docx

4 of 8
EVL

EXHIBIT A



5 of 8

EXHIBIT B

METES AND BOUNDS DESCRIPTION
OF A
PROPOSED UTILITY EASEMENT
W. C. BOYETT ESTATE PARTITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF ALL THAT CERTAIN TRACT OF LAND LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID TRACT BEING A PORTION OF THE REMAINDER OF LOT 2 AND A PORTION OF LOTS 5 AND 6, BLOCK 10, W. C. BOYETT ESTATE PARTITION ACCORDING TO THE PLAT RECORDED IN VOLUME 100, PAGE 440 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS. SAID LOTS BEING THE SAME TRACTS OF LAND AS DESCRIBED AS TRACTS ONE, TWO AND THREE BY A DEED TO WESTENDNG, LP RECORDED IN VOLUME 11774, PAGE 167 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT (N:10210461.288, E:3549750.531) ON THE SOUTHEAST LINE OF SAID LOT 6 AND THE NORTHWEST LINE OF PATRICIA STREET (UNDEVELOPED). FOR REFERENCE, A 5/8 INCH IRON ROD POUND MARKING THE SOUTH CORNER OF SAID LOT 6 BEARS: S 41° 42' 13" W FOR A DISTANCE OF 6.42 FEET. COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF BRYAN CONTROL MONUMENT GPS-68 (N:10212354.95, E:3548790.17) AND AS ESTABLISHED BY GPS OBSERVATION;

THENCE: N 42° 46' 25" W THROUGH SAID LOTS 5 AND 6 FOR A DISTANCE OF 91.95 FEET TO A POINT;

THENCE: S 41° 44' 24" W THROUGH SAID LOTS 2 AND 5 FOR A DISTANCE OF 94.38 FEET TO A POINT ON THE NORTH LINE OF UNIVERSITY DRIVE AND THE SOUTH LINE OF SAID REMAINDER OF LOT 2;

THENCE: N 89° 07' 03" W ALONG THE SOUTH LINE OF SAID REMAINDER OF LOT 2 FOR A DISTANCE OF 9.92 FEET TO A ½ INCH IRON ROD SET MARKING THE SOUTHWEST CORNER OF SAID REMAINDER OF LOT 2 AND THE SOUTHEAST CORNER OF A CALLED 0.072 ACRE TRACT OF LAND AS DESCRIBED AS A PORTION OF THE REMAINDER OF LOT 3 OF SAID BLOCK 10, BY A DEED TO ARTESIAN ASSETS, LLC RECORDED IN VOLUME 8303, PAGE 180 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 41° 44' 24" E ALONG THE COMMON LINE OF SAID LOTS 2 AND 3 FOR A DISTANCE OF 43.55 FEET TO A ½ INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID 0.072 ACRE TRACT AND THE SOUTH CORNER OF A CALLED 0.221 ACRE TRACT OF LAND AS DESCRIBED BY A DEED TO OLDMAN BACCUS INVESTMENTS, LLC RECORDED IN VOLUME 12148, PAGE 177 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS. SAID 0.221 ACRE TRACT BEING ALL OF LOT 4 AND A PORTION OF SAID LOT 3;

THENCE: N 41° 44' 24" E ALONG THE SOUTHEAST LINE OF SAID 0.221 ACRE TRACT AND THE NORTHWEST LINE OF SAID LOTS 2 AND 5 FOR A DISTANCE OF 190.88 FEET TO A ½ INCH IRON

6 of 8

EXHIBIT B

ROD SET ON THE SOUTHWEST LINE OF FIRST STREET MARKING THE COMMON CORNER OF SAID LOTS 4 AND 5;

THENCE: S 40° 18' 04" E ALONG THE SOUTHWEST LINE OF SAID LOT 5 FOR A DISTANCE OF 7.57 FEET TO A POINT. FOR REFERENCE, A ½ INCH IRON ROD FOUND MARKING THE EAST CORNER OF SAID LOT 6 BEARS: S 40° 18' 04" E FOR A DISTANCE OF 92.34 FEET;

THENCE: S 41° 44' 24" W THROUGH SAID LOT 5 FOR A DISTANCE OF 122.46 FEET TO A POINT:

THENCE: S 42° 46' 25" E CONTINUING THROUGH SAID LOT 5 AND SAID LOT 6 FOR A DISTANCE OF 91.94 FEET TO A POINT OF THE SOUTHEAST LINE OF SAID LOT 6 AND THE NORTHWEST LINE OF PATRICIA STREET;

THENCE: S 41° 42' 13" W ALONG THE SOUTHEAST LINE OF SAID LOT 6 FOR A DISTANCE OF 10.05 FEET TO THE **POINT OF BEGINNING** CONTAINING 0.061 OF AN ACRE OF LAND (2,649 SQUARE FEET), AS SURVEYED ON THE GROUND SEPTEMBER, 2016. SEE PLAT PREPARED OCTOBER, 2016, FOR MORE DESCRIPTIVE INFORMATION. DISTANCES SHOWN HEREIN ARE GRID DISTANCES. TO DETERMONE SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000108063202214 (CALCULATED USING GEOID12A).

BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4502

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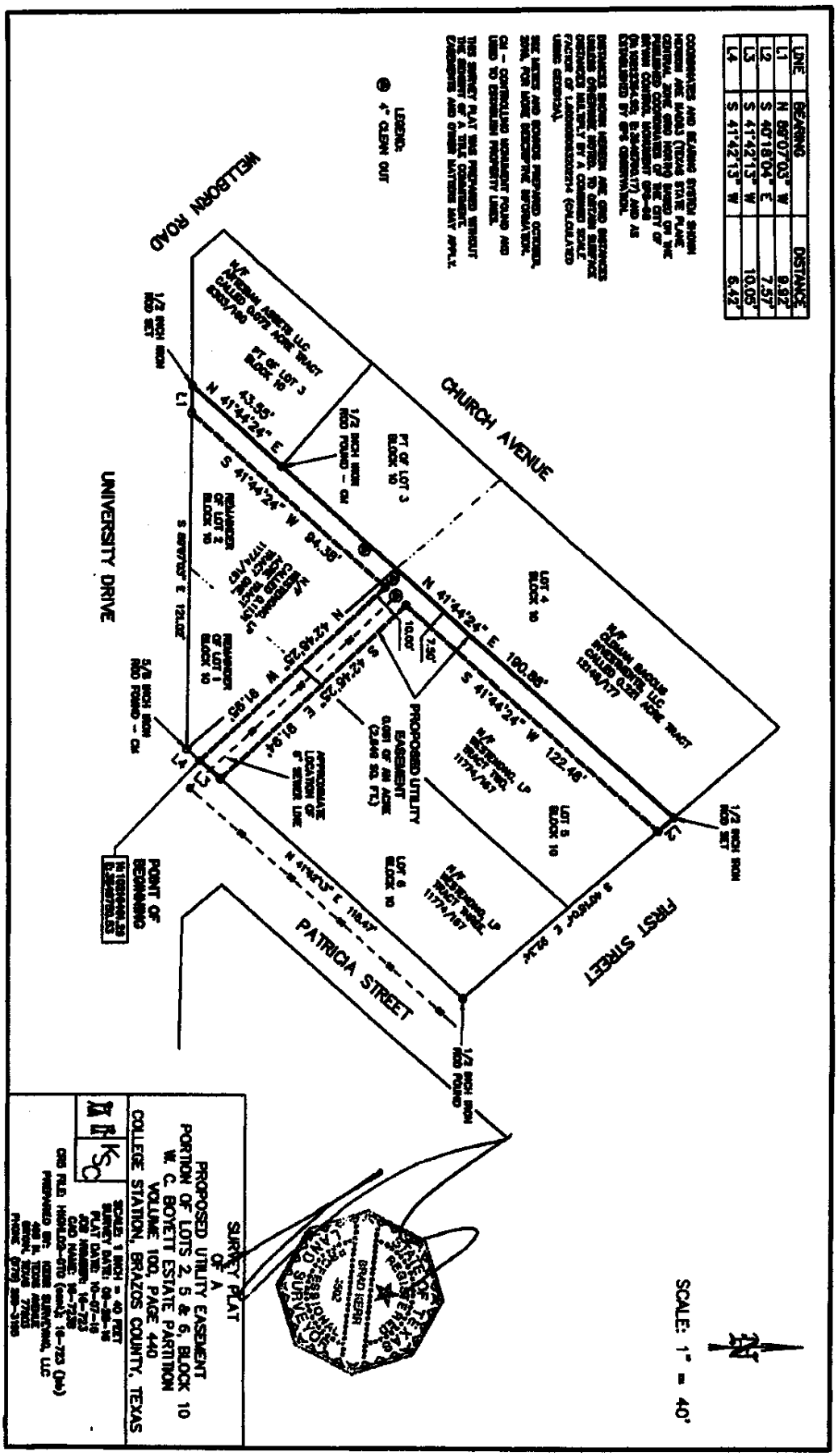
7 of 8

EXHIBIT B



8 of 8

Doc	Bk	Vol	Pg
01284270	OR	13764	37

Filed for Record in:
BRAZOS COUNTY

On: Dec 16,2016 at 03:05P

As a
Recordings

Document Number: 01284270

Amount 54.00

Receipt Number - 591222
By,
Debbie Baker

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Dec 16,2016

Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

PUBLIC UTILITY EASEMENT

DATE: Sept. 19, 2017

GRANTOR: WESTENDNG LP, a Texas limited partnership

GRANTOR'S MAILING ADDRESS: (including County)
P. O. BOX 2043
Travis County
Austin, Texas 78768

GRANTEE: CITY OF COLLEGE STATION, TEXAS

GRANTEE'S MAILING ADDRESS: (including County)
P. O. Box 9960
Brazos County
College Station, Texas 77842

CONSIDERATION: Ten Dollars ($10.00) and other good and valuable consideration.

PROPERTY:

All that certain tract or parcel of land containing 999 square feet of land, more or less, lying and being situated in College Station, Brazos County, Texas, said tract being portions of the remainder of Lot 1, the remainder of Lot 2, and Lot 6, Block 10, W.C. Boyett Estate Partition, according to the plat recorded in Volume 100, Page 440, of the Deed Records of Brazos County, Texas, said 999 square foot tract of land being more particularly described by metes and bounds and shown on plat marked **EXHIBIT A** attached hereto and made a part hereof for all intents and purposes.

This conveyance shall grant the rights herein specified only as to that portion of the above-described Property more particularly described on the attached **EXHIBIT A** known as the "Easement Area", and any additional area outside the Easement Area necessary to install and attach equipment, guy wires, and anchors necessary and incident to the uses of the Easement Area to erect, construct, install, and thereafter use, operate, inspect, repair, maintain, reconstruct, modify and remove the following:

Electric transmission and distribution lines;
Water lines and sanitary sewer lines, connecting lines,
access facilities, and related equipment;
Storm sewers and collection facilities;
Television, telephone, and communications lines;
Drainage ditches, drainage pipes and all other
drainage structures, surface and subsurface;

upon, over, and across the said Property as described and any ways, streets, roads, or alleys abutting same; and to cut, trim, and control the growth of trees and other vegetation on and in the Easement Area or on adjoining property of GRANTOR, which might interfere with or threaten the operation and maintenance of any public utility equipment, accessories, or operations. It being understood and agreed that any and all equipment and facilities placed upon said Property shall remain the property of GRANTEE.

GRANTOR hereby expressly acknowledges that it is the owner of the Property.

GRANTOR expressly subordinates all rights of surface use, incident to the mineral estate owned by GRANTOR, to the above-described uses of said surface by GRANTEE. GRANTOR will provide GRANTEE with the names and addresses of all lenders, if any, and agrees to lender's subordinations on behalf of GRANTEE, if any.

RESERVATIONS AND RESTRICTIONS: NONE

TO HAVE AND TO HOLD, the rights and interests herein described unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, forever, and GRANTOR does hereby bind itself, its successors and assigns to warrant and forever defend, all and singular, these rights and interests unto the CITY OF COLLEGE STATION, TEXAS, and its successors and assigns, against every person whomsoever lawfully claiming, or to claim same, or any part thereof.

WESTENDNG LP, a Texas limited partnership

By: USA COMPRESSION CORP.,
A Texas corporation, Its General Partner

By: _____
ERIC D. LONG, President

APPROVED AS TO FORM
THIS DOCUMENT MAY NOT
BE CHANGED WITHOUT
RE-SUBMISSION FOR APPROVAL.

City Attorney

THE STATE OF TEXAS

ACKNOWLEDGMENT

COUNTY OF TRAVIS

This instrument was acknowledged before me on this 19th day of Sept., 2017, by ERIC D. LONG, President of USA COMPRESSION CORP., a Texas corporation, General Partner of WESTENDNG LP, a Texas limited partnership, on behalf of said WESTENDNG LP, a Texas limited partnership.

DENISE MUTSCHLER
Notary Public, State of Texas
My Commission Expires
August 14, 2018

Notary Public in and for the State of Texas

PREPARED IN THE OFFICE OF:
City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

AFTER RECORDING, RETURN TO:
City of College Station
Legal Department
P.O. Box 9960
College Station, TX 77842-9960

EXHIBIT A

Doc Bk Vol Pg
01309555 OR 14277 131

METES AND BOUNDS DESCRIPTION
OF A
10' PUBLIC UTILITY EASEMENT
W. C. BOYETT ESTATE PARTITION
COLLEGE STATION, BRAZOS COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION OF A 10.00 FOOT WIDE PUBLIC UTILITY EASEMENT LYING AND BEING SITUATED IN COLLEGE STATION, BRAZOS COUNTY, TEXAS. SAID EASEMENT BEING PORTIONS OF THE REMAINDER OF LOT 1, THE REMAINDER OF LOT 2, AND LOT 6, BLOCK 10, W. C. BOYETT ESTATE PARTITION ACCORDING TO THE PLAT RECORDED IN VOLUME 100, PAGE 440 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

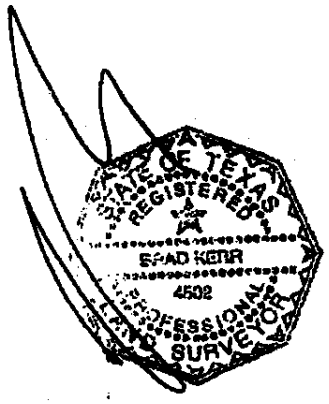
BEGINNING AT A POINT ON THE SOUTHEAST LINE OF SAID LOT 6 AND THE NORTHWEST LINE OF PATRICIA STREET (UNDEVELOPED), FOR REFERENCE A 5/8 INCH IRON ROD FOUND MARKING THE SOUTH CORNER OF SAID LOT 6 BEARS: S 41° 42' 13" W FOR A DISTANCE OF 0.40 FEET. COORDINATES AND BEARING SYSTEM SHOWN HEREIN ARE NAD83 (TEXAS STATE PLANE CENTRAL ZONE GRID NORTH) BASED ON THE PUBLISHED COORDINATES OF THE CITY OF BRYAN CONTROL MONUMENT GPS-68 (N:10212354.95, E:3548790.17) AND AS ESTABLISHED BY GPS OBSERVATION;

THENCE: N 71° 52' 47" W THROUGH SAID LOTS 1, 2 AND 6 FOR A DISTANCE OF 99.90 FEET TO A POINT ON THE SOUTHEAST LINE OF AN EXISTING 7.5 FOOT PUBLIC UTILITY EASEMENT AS DESCRIBED IN VOLUME 13764, PAGE 29 OF THE OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY, TEXAS;

THENCE: N 41° 44' 24" E CONTINUING THROUGH SAID REMAINDER OF LOT 2 AND ALONG THE SOUTHEAST LINE OF SAID EXISTING EASEMENT FOR A DISTANCE OF 10.91 FEET;

THENCE: S 71° 52' 47" E CONTINUING THROUGH SAID LOT 2 AND SAID LOTS 1 AND 6 FOR A DISTANCE OF 99.89 FEET TO A POINT OF THE SOUTHEAST LINE OF SAID LOT 6 AND THE NORTHWEST LINE OF PATRICIA STREET;

THENCE: S 41° 42' 13" W ALONG THE SOUTHEAST LINE OF SAID LOT 6 FOR A DISTANCE OF 10.91 FEET TO THE **POINT OF BEGINNING** CONTAINING 999 SQUARE FEET OF LAND AS SURVEYED ON THE GROUND AUGUST 2017. SEE PLAT PREPARED AUGUST 2017, FOR MORE DESCRIPTIVE INFORMATION. DISTANCES SHOWN HEREIN ARE GRID DISTANCES. TO DETERMONE SURFACE DISTANCES MULTIPLY BY A COMBINED SCALE FACTOR OF 1.000108063202214 (CALCULATED USING GEOID12A).



BRAD KERR
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 4502

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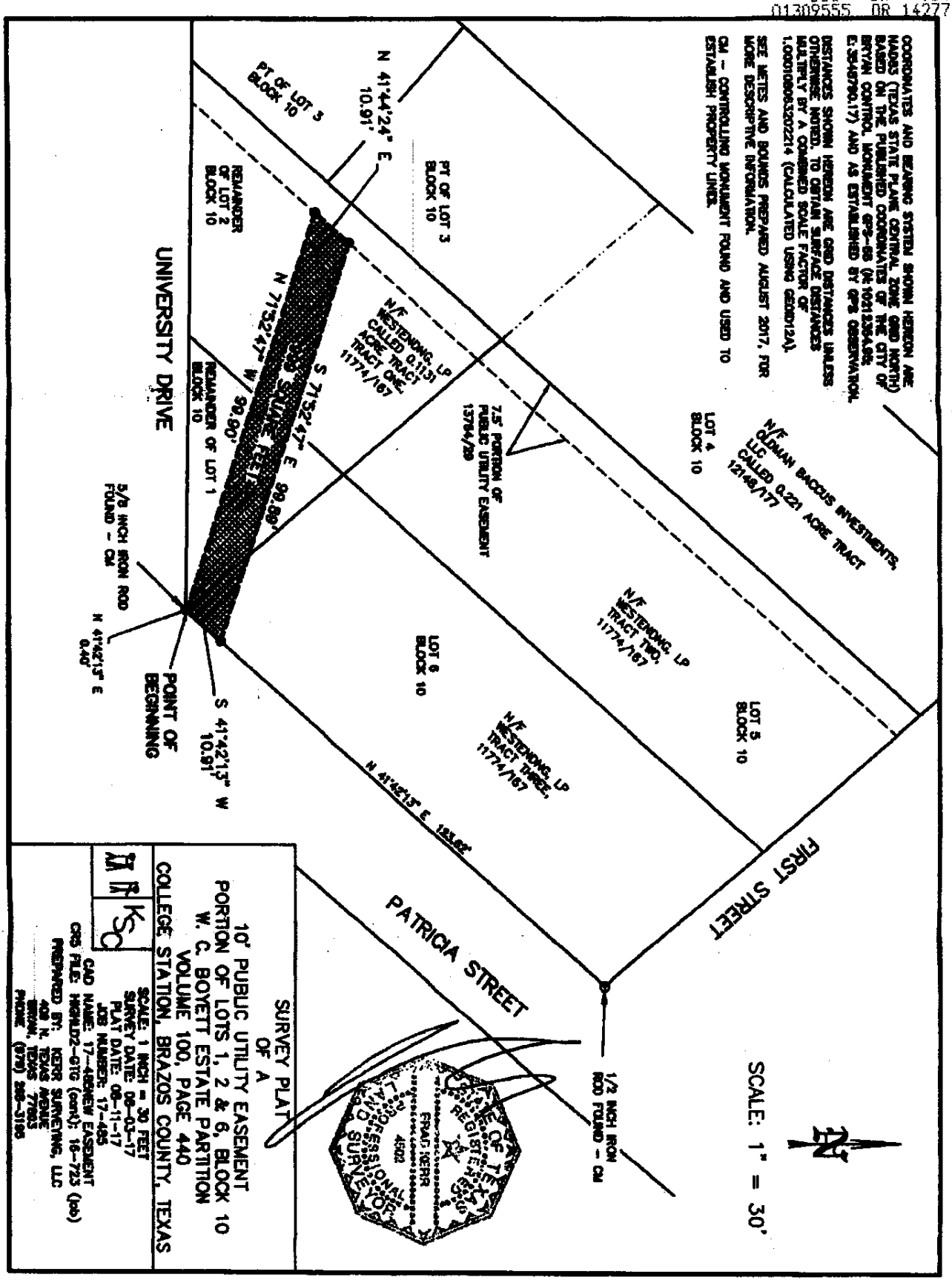
EXHIBIT A

Doc # 01309555 Bk Vol DR 14277 Pg 132



Doc	Bk	Vol	Pg
01309555	OR	14277	133

Filed for Record in:
BRAZOS COUNTY

On: Sep 22,2017 at 03:31P

As a
Recordings

Document Number: 01309555

Amount 42.00

Receipt Number - 613162
By,
Pauline Taplin

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was filed on the date and time stamped hereon by me and was duly recorded in the volume and page of the Official Public records of:

BRAZOS COUNTY

as stamped hereon by me.

Sep 22,2017

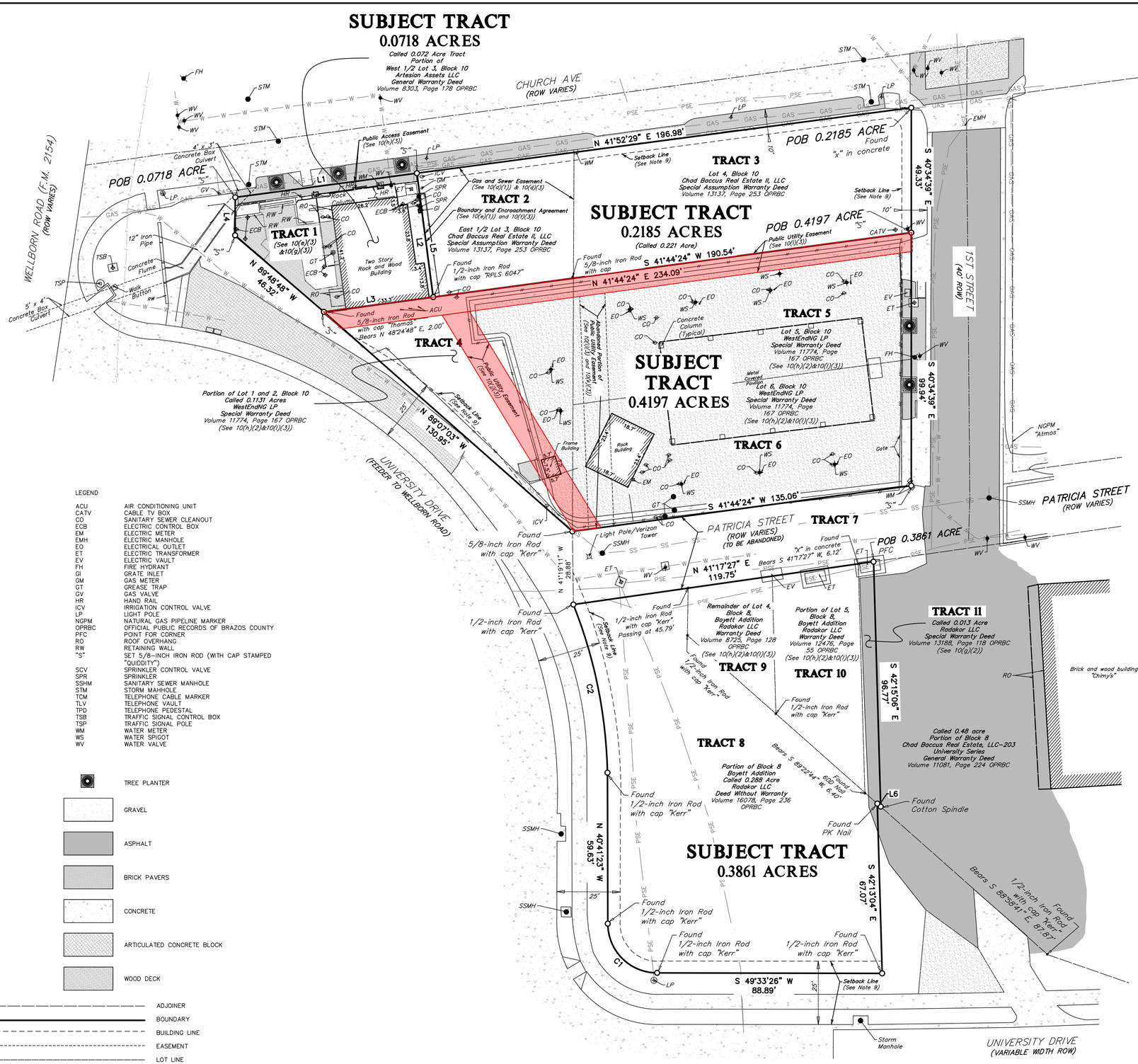
Karen McQueen, Brazos County Clerk
BRAZOS COUNTY

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *Tracts 4, 5, and 6 of 100 Church Property*

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.



LEGEND

ACU	AIR CONDITIONING UNIT
CATV	CABLE TV BOX
CO	SANITARY SEWER CLEANOUT
ECB	ELECTRIC CONTROL BOX
EM	ELECTRIC METER
EMH	ELECTRIC MANHOLE
EO	ELECTRICAL OUTLET
ET	ELECTRIC TRANSFORMER
EV	ELECTRIC VAULT
FH	FIRE HYDRANT
GI	GRATE INLET
GM	GAS METER
GT	GREASE TRAP
GV	GAS VALVE
HR	HAND RAIL
ICV	IRRIGATION CONTROL VALVE
LP	LIGHT POLE
NGPM	NATURAL GAS PIPELINE MARKER
OPRBC	OFFICIAL PUBLIC RECORDS OF BRAZOS COUNTY
PFC	POINT FOR CORNER
RO	ROOF OVERHANG
RW	RETAINING WALL
"S"	SET 5/8-INCH IRON ROD (WITH CAP STAMPED "QUIDDITY")
SCV	SPRINKLER CONTROL VALVE
SPR	SPRINKLER
SSMH	SANITARY SEWER MANHOLE
STM	STORM MAHHOLE
TCM	TELEPHONE CABLE MARKER
TLV	TELEPHONE VAULT
TPD	TELEPHONE PEDESTAL
TSB	TRAFFIC SIGNAL CONTROL BOX
TSP	TRAFFIC SIGNAL POLE
WM	WATER METER
WS	WATER SPIGOT
WV	WATER VALVE

TREE PLANTER

GRAVEL

ASPHALT

BRICK PAVERS

CONCRETE

ARTICULATED CONCRETE BLOCK

WOOD DECK

ADJOINER

BOUNDARY

BUILDING LINE

EASEMENT

LOT LINE

SANITARY SEWER LINE

UNDERGROUND ELECTRIC

UNDERGROUND GAS

UNDERGROUND WATER

WOOD FENCE

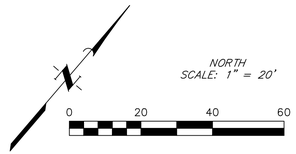
WROUGHT IRON FENCE

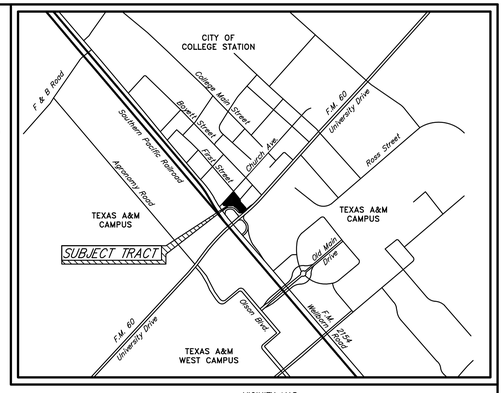
LINE TABLE

LINE	BEARING	DISTANCE
L1	N 41°52'29" E	72.37'
L2	S 48°04'29" E	49.35'
L3	S 41°44'24" W	43.55'
L4	N 40°20'16" W	15.00'
L5	N 48°04'29" W	49.35'
L6	N 89°02'03" W	1.78'

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	19.45'	30.56'	27.51'	N 85°40'36" W	90°01'27"
C2	190.32'	68.12'	67.75'	N 52°02'47" W	20°30'22"





VICINITY MAP

GENERAL NOTES:

1. Bearings shown hereon are based on the Texas Coordinate System of 1983, Central Zone (4203).
2. Determination of the ownership, location, or development of minerals related to the Subject Tract fall outside the scope of this survey. Such matters should be directed by the client to an expert consultant.
3. This survey does not provide a determination concerning wetlands, fault lines, toxic waste or any other environmental issues. Such matters should be directed by the client or prospective purchaser to an expert consultant.
4. The surveyor has not been provided with construction plans showing the location of underground utilities. Underground utilities may exist which are not shown hereon.
5. Elevations shown hereon are based on the City of College Station GPS control monument No. 110, established in 1994, elevations re-evaluted and republished August 2011 as CS94 – 110:
Published Elevation = (NAVD 1988) 345.87'
6. Visible improvements/utilities were located with this survey; no subsurface probing, excavation or exploration was performed for this survey. Underground utilities may exist which are not shown hereon.
7. ONE CALL UTILITY LOCATION SERVICE was performed for this survey to locate and mark all utilities.Texas811, a one-call notification center, was contacted on August 3, 2022 to provide notification to utility facility owners/operators to locate their underground utilities, as indicated by ticket number 2271570483. Facility owners/operators are required to mark the utilities within 48 hours of the contact date. Quiddity located any marked lines on 8/11/2022.
8. According to Map No. 48041C0305F of the Federal Emergency Management Agency's Flood Insurance Rate Maps for Brazos County, dated 4/2/2014, the subject tract lies within Unshaded Zone 'X'; defined as areas determined to be outside the 0.2% annual chance floodplain.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man-made or natural causes. This flood statement shall not create liability on the part of the surveyor.
9. 10 foot Minimum Setback Line along Church Avenue measured from back of curb.
   10 foot Minimum Setback Line along 1st Street measured from back of curb.
   25 foot Maximum Setback Line along University Drive measured from the back of curb. According to the College Station UDO, Article 5, Section 5.9.

Subject to the General Notes shown:

To: Stewart Title Guaranty Company, Up Campus Holdings, LLC.

We, Quiddity, acting by and through Christopher E. Curtis, a Registered Professional Land Surveyor, hereby certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1-4, 7(a), 8, 9, 11(b), 13, 16 and 17 of Table A thereof.

Surveyed: November 07, 2022

Dated: 05/17/2023

Christopher E. Curtis
Registered Professional Land Surveyor
No. 6111
ccurtis@quiddity.com

STATE OF TEXAS
REGISTERED
CHRISTOPHER E. CURTIS
6111
PROFESSIONAL
LAND SURVEYOR

ALTA/NSPS LAND TITLE SURVEY
OF
101 UNIVERSITY
BEING
0.0718 ACRE TRACT
0.2185 ACRE TRACT
0.4197 ACRE TRACT
0.3861 ACRE TRACT
OUT OF THE
J.E. SCOTT SURVEY, A-50
COLLEGE STATION
BRAZOS COUNTY, TEXAS
MAY 2023

SURVEYOR & ENGINEER:

QUIDDITY

Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
150 Venture Drive, Suite 100 • College Station, TX 77845 • 979.731.8000

K:\17805\17805-0001-00 Up Campus College Station Multi-Family\1 Surveying Phase\CAD Files\Final Dwg\17805-0001 Combined ALTA V1.dwg May 17,2023 – 2:20pm WRE

CEC/wre JOB No. 17805-0001 DWG. No. 18616 V2

STATE OF TEXAS §
COUNTY OF BRAZOS §

0.0718 Acre Tract

A METES AND BOUNDS DESCRIPTION of a certain 0.0718 acre tract situated in the Joseph E. Scott Survey, Abstract No. 50 in Brazos County, Texas, being a part of Block 10 of the W. C. Boyett Estate Partition, recorded in Volume 100, Page 440 of the Deed Records of Brazos County (DRBC), (Tract 1); being all of the called 0.072 acre tract, being a portion of the west 1/2 of Lot 3, Block 10, conveyed by General Waranty Deed to Artesian Assets LLC, recorded in Volume 8303, Page 178 of the Official Public Records of Brazos County (OPRBC), said 0.0718 acre tract, being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83;

BEGGINING at a set 5/8–inch iron rod (with cap stamped 'Quiddity') marking the west corner of said 0.072 acre tract, lying in the southeast right–of–way line of Church Avenue (right–of–way width varies), and the northeast right–of–way line of F.M. 2154 (Wellborn Road) (right–of–way width varies);

THENCE North 41°52'29" East, 72.37 feet along the southeast right–of–way line of Church Avenue to a set 5/8–inch iron rod (with cap stamped 'Quiddity') marking the north corner of said 0.072 acre tract being common with the west corner of called 0.221 acre tract (also called the east 1/2 of Lot 3, Block 10 and all of Lot 4, Block 10 of aforementioned W. C. Boyett Estate Partition) conveyed by Special Assumption Waranty Deed to Chad Baccus Real Estate II, LLC, recorded in Volume 13137, Page 253 of the OPRBC;

THENCE South 48°04'29" East, 49.35 feet along the common line of said 0.072 acre tract and said 0.221 acre tract to a found 1/2–inch iron rod (with cap stamped 'RPLS 6047') marking the east corner of said 0.072 acre tract and the south corner of said 0.221 acre tract, and lying in the northwest line of a called 0.1131 acre tract conveyed by Special Waranty Deed to WestEndNG LP, recorded in Volume 11774, Page 167 of the OPRBC;

THENCE South 41°44'24" West, 43.55 feet along the common line of said 0.072 acre tract and said 0.1131 acre tract to a set 5/8–inch iron rod (with cap stamped 'Quiddity') marking the southeast corner of said 0.072 acre tract and the west corner of said 0.221 acre tract, also lying in the north right–of–way line of University Drive (right–of–way width varies), from which a 5/8–inch iron rod (with cap stamped'Thomas') bears South 48°24'48"East, 2.00 feet;

THENCE North 89°48'48" West, 46.32 feet along the north right–of–way line of University Drive to a set 5/8–inch iron rod (with cap stamped 'Quiddity') at the intersection of University Drive and Wellborn Road;

THENCE North 40°20'16" West, 15.00 feet, along the northeast right–of–way line of Wellborn Road to the POINT OF BEGINNING, CONTAINING 0.0718 acre of land in College Station, Brazos County, Texas as shown on Drawing No. 18616 filed in the offices of Quiddity in College Station, Texas.

STATE OF TEXAS §
COUNTY OF BRAZOS §

0.4197 Acre Tract

A METES AND BOUNDS DESCRIPTION of a certain 0.4197 acre tract situated in the Joseph E. Scott Survey, Abstract No. 50 in Brazos County, Texas, being a part of Block 10 of the W. C. Boyett Estate Partition, recorded in Volume 100, Page 440 of the Deed Records of Brazos County (DRBC), (Tracts 4, 5 & 6); (Tract 4) being a portion of Lot 1 & 2, Block 10 of said W.C. Boyett Estate Partion, (Tract 5) being all of Lot 5, Block 10 and (Tract 6) being all of Lot 6 Block 10, said 0.4197 Acre tract, all of which conveyed by Special Waranty Deed to WestEndNG LP, recorded in Volume 11774, Page 167 of the Official Public Records of Brazos County (OPRBC), being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83;

BEGGINING at a set 5/8–inch iron rod (with cap stamped 'Quiddity') marking the north corner of said Lot 5, Block 10, W.C. Boyett Estate Partition and the east corner of a called 0.221 acre tract) being a portion of the east 1/2 of Lot 3, Block 10 & being all of Lot 4, Block 10 of said W. C. Boyett Estate Partion, conveyed by Special Assumption Waranty Deed to Chad Baccus Real Estate II, LLC, recorded in Volume 13137, Page 253 of the OPRBC and lying in the southwest right–of–way line of 1st Street (40–foot wide right–of–way) from which a found 'x' in concrete marking the north corner of said Lot 4, Block 10 of said W. C. Boyett Estate Partition, being at the intersection of the southeast right–of–way line of Church Avenue (right–of–way width varies), and the southwest right–of–way line of 1st Street, bears North 40°34'39" West, 49.33 feet;

THENCE South 40°34'39" East, 99.94 feet along the southwest right–of–way line of 1st Street to a set 5/8–inch iron rod (with cap stamped 'Quiddity') marking the east corner of aforementioned Lot 6, Block 10 lying in the northwest right–of–way line of Patricia Street (right–of–way width varies) (to be abandoned);

THENCE South 41°44'24" West, 135.06 feet along the northwest right–of–way line of Patricia Street to a found 5/8–inch iron rod (with cap stamped 'Kerr') marking the south corner of said Lot 6, Block 10 also marking the southeast corner of aforementioned portion of Lot 1 & 2, Block 10 and lying in the north right–of–way line of University Drive (right–of–way width varies);

THENCE North 89°07'03" West, 130.95 feet along the north right–of–way line of University Drive to a set 5/8–inch iron rod (with cap stamped 'Quiddity') marking the west corner of said portion of Lot 1 & 2, Block 10, and the south corner of a called 0.072 acre tract being a portion of the west 1/2 of Lot 3, Block 10, conveyed by General Waranty Deed to Artesian Assets LLC, recorded in Volume 8303, Page 178 of the Official Public Records of Brazos County (OPRBC), from which a found 5/8–inch iron rod (with cap stamped 'Thomas') bears North 48°24'48"East, 2.00 feet;

THENCE North 41°44'24" East, passing at 43.55 feet a found 1/2–inch iron rod (with cap stamped 'RPLS 6047') marking the east corner of said 0.072 acre tract and the south corner of aforementioned 0.221 acre tract, continuing in all a total distance of 234.09 feet to the POINT OF BEGINNING, CONTAINING 0.4197 acre of land in College Station, Brazos County, Texas as shown on Drawing No. 18616 filed in the offices of Quiddity in College Station, Texas.

STATE OF TEXAS §
COUNTY OF BRAZOS §

0.2185 Acre Tract

A METES AND BOUNDS DESCRIPTION of a certain 0.2185 acre tract situated in the Joseph E. Scott Survey, Abstract No. 50 in Brazos County, Texas, being a part of Block 10 of the W. C. Boyett Estate Partition, recorded in Volume 100, Page 440 of the Deed Records of Brazos County (DRBC), (Tracts 2 & 3); being a called 0.221 acre tract, (Tract 2) being a portion of the east 1/2 of Lot 3, Block 10 & (Tract 3) being all of Lot 4, Block 10 of said W. C. Boyett Estate Partion, conveyed by Special Assumption Waranty Deed to Chad Baccus Real Estate II, LLC, recorded in Volume 13137, Page 253 of the Official Public Records of Brazos County (OPRBC), said 0.2185 acre tract, being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83;

BEGGINING at a found 'x' in concrete marking the north corner of said Tract 3, being at the intersection of southeast right–of–way line of Church Avenue (right–of–way width varies), and the southwest right–of–way line of 1st Street (40–foot wide right–of–way);

THENCE South 40°34'39" East, 49.33 feet along the southwest right–of–way line of 1st Street to a set 5/8–inch iron rod (with cap stamped 'Quiddity') marking the east corner of said Lot 4, Block 10 being common with the north corner of Lot 5, Block 10 of aforementioned W. C. Boyett Estate Partition, conveyed by Special Waranty Deed to WestEndNG LP, recorded in Volume 11774, Page 167 of the OPRBC;

THENCE South 41°44'24" West, 190.54 feet along the common line of said Lot 4, Block 10 tract and said Lot 5, Block 10 to a found 1/2–inch iron rod (with cap stamped 'RPLS 6047') marking the south corner of said 0.221 acre tract being common with the east corner of a called 0.072 acre tract conveyed by General Waranty Deed to Artesian Assets LLC, recorded in Volume 8303, Page 178 of the OPRBC and lying in the northwest line of a called 0.1131 acre tract conveyed by Special Waranty Deed to WestEndNG LP, recorded in Volume 11774, Page 167 of the OPRBC;

THENCE North 48°04'29" West, 49.35 feet along the common line of said 0.221 acre tract and said 0.072 acre tract to a set 5/8–inch iron rod (with cap stamped 'Quiddity') marking the west corner of said 0.221 acre tract and the north corner of said 0.072 acre tract, also lying in the southeast right–of–way line of Church Avenue;

THENCE North 41°52'29" East, 196.98 feet, along the southeast right–of–way line of Church Avenue to the POINT OF BEGINNING, CONTAINING 0.2185 acre of land in College Station, Brazos County, Texas as shown on Drawing No. 18616 filed in the offices of Quiddity in College Station, Texas.

STATE OF TEXAS §
COUNTY OF BRAZOS §

0.3861 Acre Tract

A METES AND BOUNDS DESCRIPTION of a certain 0.3861 acre tract situated in the Joseph E. Scott Survey, Abstract No. 50 in Brazos County, Texas, being a portion of Block 8 of the W. C. Boyett Estate Partition, recorded in Volume 100, Page 440 of the Deed Records of Brazos County (DRBC), (Tracts 8, 9, 10 & 11), (Tract 8): being a called 0.288 acre portion of Block 8, conveyed by Deed Without Waranty to Radakor LLC, recorded in Volume 16078, Page 236 of the OPRBC, (Tract 9): being the remainder of Lot 4, Block 8, conveyed by Waranty Deed to Radakor LLC, recorded in Volume 8725, Page 128 of the OPRBC, (Tract 10): being a portion of Lot 5, Block 8, conveyed by Waranty Deed to Radakor LLC, recorded in Volume 12476, Page 55 of the OPRBC, (Tract 11): being a called 0.013 acre tract, conveyed by Special Waranty Deed to Radakor LLC, recorded in Volume 13188, Page 118 of the OPRBC, said 0.3861 acre tract, being more particularly described as follows with all bearings being based on the Texas Coordinate System, Central Zone, NAD 83;

BEGGINING at a point for corner marking the north corner of said 0.013 acre tract and the west corner of a called 0.48 acre conveyed by General Waranty Deed to Chad Baccus Real Estate, LLC–203 University Series, recorded in Volume 11081, Page 224 of the OPRBC from which a found 'X' in concrete marking the west corner of said Tract 11 and the north corner of the aforementioned Tract 10 bears South 41°17'27" West, 6.12 feet;

THENCE South 42°15'06"East, 96.77 feet along the common line of said Tract 11 and said 0.48 acre tract to a found Cotton Spindle marking the southeast corner of said Tract 11 and lying in the northwest right–of–way line of F.M. No. 60 (University Drive), from which a found 1/2–inch iron rod with cap (marked 'Kerr') marking a southerly angle in the 0.48 acre tract, bears South 88°58'41" East, 87.87 feet;

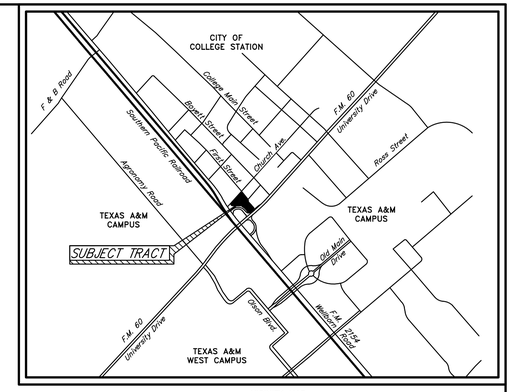
THENCE North 89°02'03" West, 1.78 feet to a found PK Nail marking an angle point of aforementioned Tract 8, from which a found 60d Nail marking the southwest corner of Tract 11 and the east corner of the aforementioned Tract 10 bears South 89°22'44"West, 6.40 feet;

THENCE South 42°13'04"East, 67.07 feet to a found 1/2–inch iron rod (with cap stamped 'Kerr') marking the east corner of said Tract 8, and being in the northwest right–of–way line of University Drive;

THENCE along the northwest right–of–way line of University Drive the following four (4) courses and distances;

1. South 49°33'26" West, 88.89 feet to a found 1/2–inch Iron Rod (with cap stamped 'Kerr') marking the beginning of a tangent curve to the right;
2. Along said tangent curve to the right, having a radius of 19.45 feet, an arc length of 30.56 feet, a delta angle of 90°01'27" and a chord bearing of North 85°40'36" West, 27.51 feet to a found 1/2–inch Iron Rod (with cap stamped 'Kerr');
3. North 40°41'23" West, 59.63 feet to a found 1/2–inch Iron Rod (with cap stamped 'Kerr') marking the beginning of a tangent curve to the left;
4. Along said tangent curve to the left, having a radius of 190.32 feet, an arc length of 68.12 feet, a delta angle of 20°30'22" and a chord bearing of North 52°02'47" West, 67.75 feet to a found 1/2–inch Iron Rod (with cap stamped 'Kerr') marking the west corner of said tract 8 and lying in the southeast right–of–way line of Patricia Street;

THENCE North 41°17'27" East, along the southeast right–of–way line of Patricia Street passing at 45.79 feet a found 1/2–inch iron rod (with cap stamped 'Kerr') marking the west corner of aforementioned (tract 9), then continuing a total distance of 119.75 feet, to the POINT OF BEGINNING, CONTAINING 0.3861 acre of land in College Station, Brazos County, Texas as shown on Drawing No. 18616 filed in the offices of Quiddity in College Station, Texas.



VICINITY MAP

0.0718 ACRE TRACT and 0.4197 ACRE TRACT

Reference Commitment for Title Insurance issued by Stewart Title Guaranty Company, File No. 22000220426 having an effective date of April 30, 2023 and an issue date of May 10, 2023. No further research for easements or encumbrances was performed by Quiddity.

10(d)(3) An easement for purposes of sewer and gas located on subject property granted to Brazos County by instrument recorded in/under Volume 2702, Page 186 of the Deed Records of Brazos County, Texas. (Tract 1). This easement does affect a portion of the subject tract as shown hereon. "Such easements to cover the present location of the sewer and gas lines". These locations are unknown to the surveyor.

10(e)(3) Subject to Affidavit to the Public recorded in/under Volume 1252, Page 426 of the Deed Records of Brazos County, Texas, executed by Louis J. Gorzycki. Said affidavit is stating the encroachment of construction on the sewer and gas lines easement located on subject property which prevents maintenance, repair and service and that Louis J. Gorzycki shall not be responsible for any damages. This easement does affect a portion of the subject tract (Tract 1) as shown hereon. "Such easements to cover the present location of the sewer and gas lines". These locations are unknown to the surveyor.

10(f)(3) All terms, conditions, and provisions of that certain Boundary and Encroachment Agreement, recorded in/under Volume 3341, Page 191 of the Official Public Records of Brazos, Texas. This Boundary and Encroachment Agreement does affect the subject tract as shown hereon.

10(g)(3) An easement for purposes of utilities located on subject property granted to City of College Station by instrument recorded in/under Volume 9404, Page 113 of the Official Public Records of Brazos County, Texas. This temporary easement does affect the portion of the subject tract labeled as "West 1/2 of Lot 3, Block 10 (Tract 1).

10(h)(3) An easement for purposes of public access located on subject property granted to City of College Station by instrument recorded in/under Volume 9404, Page 119 of the Official Public Records of Brazos County, Texas. This easement does affect the subject tract and is shown hereon.

10(i)(3) An easement for purposes of utilities located on subject property granted to City of College Station by instrument recorded in/under Volume 13764, Page 29 of the Official Public Records of Brazos County, Texas. This easement does affect the subject tract and is shown hereon.

10(j)(3) An easement for purposes of utilities located on subject property granted to City of College Station by instrument recorded in/under Volume 14277, Page 128 of the Official Public Records of Brazos County, Texas. This easement does affect the subject tract and is shown hereon.

10(k)(3) All terms, conditions, and provisions of that certain Ordinance No. 2017–3941, recorded in/under Volume 14311, Page 253 of the Official Public Records of Brazos County, Texas. This easement abandonment does affect a portion of the subject tract and is shown hereon.

10(l)(3) All terms, conditions, and provisions of that certain Reciprocal Parking Easement, recorded in/under Volume 11792, Page 97 of the Official Public Records of Brazos County, Texas. This Parking Easement does affect the portion of Lot 1 and Lot 2, Block 10, Lot 5 and Lot 6, Block 10, Remainder of Lot 4, Block 8, and the portion of Lot 5, Block 8, shown hereon.

10(m)(3), and 10(n)(3) These items reference Mineral Reservations, Royalties, and Oil and Gas Leases. Such matters fall outside the scope of this survey and should be directed to an expert consultant. (See General Note 2),

0.2185 ACRE TRACT

Reference Commitment for Title Insurance issued by Stewart Title Guaranty Company, File No. 23000220128 having an effective date of April 30, 2023 and an issue date of May 10, 2023. No further research for easements or encumbrances was performed by Quiddity.

10(d)(1) Easement Right of Way and/or Agreement by and between W.S. Edmonds, et ux and Louis J. Grozycki, by instrument dated July 25, 1950, recorded in Volume 145, Page 288, Deed Records of Brazos County, Texas: This easement does affect a portion of the subject tract as shown hereon. "Such easements to cover the present location of the sewer and gas lines". These locations are unknown to the surveyor.

10(e)(1) All terms, conditions and stipulations of that certain Boundary and Encroachment Agreement, recorded in Volume 3341, Page 191, Official Public Records of Brazos County. This Boundary and Encroachment Agreement does affect the subject tract. Location is shown hereon.

10(f)(1) and 10(g)(1) These items reference Mineral Reservations, Royalties, and Oil and Gas Leases. Such matters fall outside the scope of this survey and should be directed to an expert consultant. (See General Note 2),

0.3861 ACRE TRACT

Reference Commitment for Title Insurance issued by Stewart Title Guaranty Company, File No. 22000220410 having an effective date of April 30, 2023 and an issue date of May 11, 2023. No further research for easements or encumbrances was performed by Quiddity.

10(g)(2) Right of Way Deed executed by Baccus enterprises LLC – College Station, LLC to Raddakor, LLC dated February 19, 2016, recorded in Volume 13188, Page 118, Official Public Records of Brazos County, Texas. The location of said tract is shown hereon.

10(h)(2) Reciprocal Parking Easement by and between Chad Baccus and Radakor, LLC, dated May 31, 2012, recorded in Volume 11792, Page 97, Official Public Records of Brazos County. This Parking Easement does affect the portion of Lot 1 and Lot 2, Block 10, Lot 5 and Lot 6, Block 10, Remainder of Lot 4, Block 8, and the portion of Lot 5, Block 8, shown hereon.

10(e)(2), 10(i)(2), 10(j)(2) and 10(k)(2) These items reference Mineral Reservations, Royalties, and Oil and Gas Leases. Such matters fall outside the scope of this survey and should be directed to an expert consultant. (See General Note 2),

ALTA TABLE A ITEM NOTES:

1. In the course of conducting this survey monuments were found at property boundary corners as shown hereon. Property boundary corners at which monuments were not found have been marked with (or witnessed by) a 5/8–inch diameter rebar with cap reading "QUIDDITY PROPERTY CORNER" or as noted hereon.
2. The addresses of the surveyed property are as followed: (Tract 1) – 100 Church Ave., (Tract 2) – 102 Church Ave., (Tract 3) – 104 Church Ave., (Tract 4) – 200 Wellborn Road, (Tract 5) – 203 First St., (Tract 6) – 201 First St., (Tract 8) – University Drive, (Tract 9) – 105 University Drive, (Tract 10 & 11) – 107 University Drive, College Station, Texas 77845.
3. According to Community Panel Nos. 48041C0305F of the Federal Emergency Management Agency's Flood Insurance Rate Maps (FIRM) for Brazos County, both having a map revised date of April 2, 2014, the subject tract is situated within: Unshaded Zone "X"; defined as areas determined to be outside the 0.2% annual chance floodplain.

   This flood statement does not imply that the property or structures thereon will be free from flooding or flood damage. On rare occasions floods can and will occur and flood heights may be increased by man–made or natural causes. This flood statement shall not create liability on the part of the surveyor. The location of the flood zone lines shown hereon were determined by scaling from said FIRM map. The actual location as determined by elevation contours may differ. Jones|Carter assumes no liability as to the accuracy of the location of the flood zone limits.
4. The gross land area of the subject tract is 1.183 acres.

7 (a). The exterior dimensions of the building are shown hereon.

8. All visible substantial features existing on the Subject Tract at the time this survey was performed are shown hereon.
9. There were no marked parking spaces observed at the time of this survey.
11. (b) An 811 utility locate was performed on this site, marked utilities were located with this survey and are shown hereon. (Ticket No. 2271570483, submitted on August 3, 2022) & (Ticket No. 2277861590, submitted on October 5, 2022)
13. Names of adjoining property owners, according to the Brazos Central Appraisal District's records, are shown hereon.
16. There was no evidence of recent earth work, building construction, or building additions observed.
17. Proposed changes in street rights–of–ways known to the surveyor are as follows: That portion of Patricia Street as shown hereon and labeled "TO BE ABANDONED". There was no evidence of recent street or sidewalk construction or repairs observed in the process of conducting the survey.

ALTA/NSPS LAND TITLE SURVEY OF 101 UNIVERSITY BEING 0.0718 ACRE TRACT 0.2185 ACRE TRACT 0.4197 ACRE TRACT 0.3861 ACRE TRACT OUT OF THE J.E. SCOTT SURVEY, A-50 COLLEGE STATION BRAZOS COUNTY, TEXAS MAY 2023

SURVEYOR & ENGINEER:

QUIDDITY
Texas Board of Professional Engineers and Land Surveyors Reg. No. 10046100
Texas Board of Professional Engineers and Land Surveyors Reg. No. F-23290
150 Venture Drive, Suite 100 • College Station, TX 77845 • 979.731.8000

K:\17805\17805–0001–00 Up Campus College Station Multi–Family\1 Surveying Phase\CAD Files\Final Dwg\17805–0001 Combined ALTA V1.dwg May 17,2023 – 2:25pm WRE

CEC/wre JOB No. 17805–0001 DWG. No. 18616 V2

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *Tracts 4, 5, and 6 of 100 Church Property*

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: Korey LeMond

Title: 10/3/2023

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: Kevin Moseley

Title: Manager

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: _____

Title: _____

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: _____

Title: Ops Supervisor Construction 9/24/2023

BRYAN TEXAS UTILITIES

By: _____

Title: _____

EXHIBIT NO. 3

The undersigned public utility companies, using or entitled to use, under the terms and provisions of our respective franchises with the City of College Station, that portion of the public right-of-way/utility easement sought to be abandoned in the Application for Abandonment above referred to, do hereby consent to the abandonment of the described portion thereof.

ATMOS ENERGY

By: _____

Title: _____

VERIZON TELEPHONE COMPANY

By: _____

Title: _____

SUDDENLINK COMMUNICATIONS

By: _____

Title: _____

BRYAN TEXAS UTILITIES

By: Greg Buckhalter

Title: Engineering Design Manager

Application for Abandonment of a Public Right-of-Way / Easement

Location: *Midtown Reserve Subdivision Phase 200*

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 the standpoint of City of College Station ordinances and with respect to recent and future needs of the City of College Station and see no objection to the requested abandonment from the City's standpoint.

X _____

City Engineer
City of College Station

X _____

Building Official
City of College Station

X _____

Zoning Official
City of College Station

X _____

Fire Marshal
City of College Station

X Randall Lewis, P.E. _____

Elecrtic Department
City of College Station

X _____

Water Services Department
City of College Station

X _____

Public Works Director
City of College Station

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *Tracts 4, 5, and 6 of 100 Church Property*

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: WestEndNG, LP

ADDRESS: 360 Nueces St. #4211

Austin, TX 78701

BY: [signature] PRESIDENT OF USA COMPRESSION CORP, IT'S GP

NAME: Artesian Assets LLC

ADDRESS: 360 Nueces St. #4211

Austin, TX 78701

BY: [signature]
MANAGER

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

Application for Abandonment of
a Public Right-of-Way/Easement

Location: *Tracts 4, 5, and 6 of 100 Church Property*

EXHIBIT NO. 5

The undersigned, owners of property abutting upon that portion of the public right-of-way/easement named and described in the Application for Abandonment of a Public Right-of-Way/Easement referred to above, do hereby consent to such abandonment.

NAME: Chad Baccus Real Estate, LLC

ADDRESS: 912 Naranjo Drive

Georgetown, TX 77628

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

NAME: _____

ADDRESS: _____

January 11, 2024
Item No. 8.3.
Council-Appointed Board and Commission Representatives

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding the appointment of Councilmembers to boards and commissions.

Relationship to Strategic Goals:
Good Governance

Recommendation(s): None

Summary: This is an opportunity for Councilmembers to consider whether they wish to continue serving on a particular board or volunteer for another. The list of Council Appointed Representatives that could possibly be retiring are indicated with a yellow highlight, which was provided separately.

Budget & Financial Summary: None

Attachments:
1. 2024-2025 Council Appointed Reps

2024-2025 Council Appointed Representatives

The following individuals are appointed by the City Council to represent the City of College Station on joint committees with other governmental agencies and community groups.

Aggieland Humane Society – (2-year terms)

Peggy Sherman	Appointed 8/20 – appointments in January 2024
Chris Perkins, Assistant Police Chief	Appointed 3/21 – appointments in January 2024

Arts Council of the Brazos Valley (3-year terms)

Elizabeth Cunha	Appointed 1/23-1/24
New appointments in February (Citizens)	
Sara Mirza	Appointed 1/23-1/25
Warren L. Finch	Appointed 1/23-1/26

BioCorridor Board - (2-year terms)

Linda Harvell	Appointed 1/22
P&Z Commission	
Melissa McIlhaney	Appointed 3/22 – appointments in March 2024
Jason Cornelius	Appointed 3/22 – appointments in March 2024

Blinn College Brazos County Advisory Committee – no appointments currently.

Brazos Appraisal District – (2-year term) (2024 – 1-year term only)

Ronald Kaiser	Appointed 12/23-12/24
(Has served since 2008)	

Brazos County Health Department – (2-year term)

Bob Yancy	Appointed 1/23
Linda Harvell	Appointed 1/22

Brazos Valley Community Emergency Operations Center Policy Advisory Board

John Nichols	Appointed 1/23
Linda Harvell (Alternate)	Appointed 1/23

Brazos Valley Council of Governments Board of Directors

John Nichols	Appointed 1/23

Brazos Valley Council of Gov't Intergovernmental Committee – (2-year terms)

John Nichols (Chair)	Appointed 1/23-1-25
Mark Smith	Appointed 1/23-1-25

Brazos Valley Economic Development Corporation – (3-year terms)

John Nichols	Appointed 1/23-1/24 unexpired term
Dennis Maloney	Appointed 1/21-1/24
Jeremy Osborne	Appointed 10/23-5/24 (unexpired term) w reappointment of a 3-year terms.

Brazos Valley Groundwater District – (4-year terms by Resolution)

Gary Mechler	Appointed 1/23-12/26

Brazos Valley Solid Waste Management Agency Board of Directors

John Nichols (Chair)	Appointed 1/23-1/26 (3-yr term)
Mark Smith	Appointed 1/23-1/24 (1-yr unexpired term)
Bill Lartigue	Appointed 12/23-12/26 (3-yr term)

Brazos Valley Wide Area Communications System

William Wright	Appointed 1/23

Brazos Transit District ((2)–4-year terms)

John Nichols	Appointed 11/23

Bryan/College Station Metropolitan Planning Organization – (2-year terms)

John Nichols	Appointed 1/23-1/25

Technical Advisory Committee - TAC (Ex-Officio Member for Chamber Transportation)

Keep Brazos Beautiful

Caroline Ask	Appointed 3/21

Regional Mobility Authority Board CS Representative – (4-year term)

Veronica Morgan	Appointed 12/20-12/24

Regional Transportation Committee for Council of Governments

Bob Yancy	Appointed 1/23

RELLIS External Advisory Council – no appointments currently.

Sisters Cities

Dennis Maloney	Appointed 1/23-1/26

Spring Creek Local Government Corporation Services – (2-year terms)

John Nichols	Appointed 1/23-1/25
Bob Yancy	Appointed 1/23-1/25
Mark Smith	Appointed 1/23-1/25

Appointments in January 2024

Jason O. Cornelius (P&Z Citizen)	Appointed 1/22-1/24 (1-year unexpired term)
Jane Kee (Citizen)	Appointed 2/17; 01/20-1/22; 1/22-1/24

INTERNAL COMMITTEES
1-year terms

Architectural Advisory Committee

John Nichols	Appointed 01/23
Elizabeth Cunha	Appointed 01/23
Linda Harvell	Appointed 01/23
Ray Holliday (Citizen)	Appointed 01/22
Jonathan Winkler (Citizen)	Appointed 01/23

Audit Committee

John Nichols (Chair)	Appointed 01/23
Linda Harvell	Appointed 01/22
Mark Smith	Appointed 01/23
Richard Price (Citizen)	Appointed 01/22
Michelle McMillin (Citizen)	Appointed 01/23

Budget and Finance

John Nichols	Appointed 01/23
Elizabeth Cunha	Appointed 01/23
Dennis Maloney	Appointed 01/23

College Station History Sub-Committee

Linda Harvell	Appointed 01/23
William Wright	Appointed 01/23
Dennis Maloney	Appointed 01/23

Compensation and Benefits

John Nichols, Mayor	Appointed 01/23
Bob Yancy	Appointed 01/23
Mark Smith	Appointed 01/23

Economic Development

John Nichols, Chair	Appointed 01/23
Bob Yancy	Appointed 01/23
William Wright	Appointed 01/23

Transportation and Mobility

Elizabeth Cunha (BPG Chair)	Appointed 01/23
Mark Smith	Appointed 01/23
Linda Harvell (Chair)	Appointed 01/23

(BPG Chair was designated to Cunha by Harvell)

January 11, 2024
Item No. 8.4.
Committee Appointments

Sponsor: Tanya Smith, City Secretary

Reviewed By CBC: City Council

Agenda Caption: Presentation, discussion, and possible action regarding appointments to the following boards, committees and commissions:

- Aggieland Humane Society
- Architectural Advisory Committee
- Audit Committee
- B/CS Library Board
- CDBG Public Service Review Committee
- Design Review Board
- Spring Creek Local Gov't Corporation

Relationship to Strategic Goals:
Good Governance

Recommendation(s): None

Summary: This is the annual appointment to our boards, committees, and commissions. A packet containing applications, appointment charts, and tally sheets will be provided under separate cover.

Budget & Financial Summary: None

Attachments:
None

January 11, 2024
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: Animal Shelter Board, Arts Council of Brazos Valley, Architectural Advisory Committee, Audit Committee, Bond Citizens Advisory Committee, Bicycle, Pedestrian, and Greenways Advisory Board, Bio-Corridor Board of Adjustments, Brazos County Health Dept., Brazos Valley Council of Governments, Brazos Valley Economic Development Corporation, Bryan/College Station Chamber of Commerce, Budget and Finance Committee, BVSWMA, BVWACS, Census Committee Group, Compensation and Benefits Committee, Experience Bryan-College Station, Design Review Board, Economic Development Committee, Gulf Coast Strategic Highway Coalition, Historic Preservation Committee, Interfaith Dialogue Association, Intergovernmental Committee, Joint Relief Funding Review Committee, Landmark Commission, 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, Walk with the Mayor, YMCA, Zoning Board of Adjustments. (Notice of Agendas posted on City Hall bulletin board.)

Budget & Financial Summary: None.

Attachments:
None